

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

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

1. Call to Order
2. Invocation
3. A. Roll Call
- B. Presentation of Plaque to Former Vice Mayor Esther Helton-Haynes
- C. Milestone Awards for November 2024
- D. Presentation of Christmas Parade Awards
- E. Presentation of the FY 2023 – 2024 Audit – Garrett Williams, HHM, CPAs
4. Consent Agenda:
 - A. Approval of Minutes November 14, 2024 Council Meeting
 - B. Approval of September Financial Report
 - C. Declaration of Surplus Property
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business:
 - A. **ORDINANCE NO. 1212** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 6728 RINGGOLD ROAD FROM R-3 APARTMENT DISTRICT AND C-1 TOURISM COMMERCIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT, AND AN UNADDRESSED PROPERTY IN THE 6700 BLOCK OF RINGGOLD ROAD FROM C-1 TOURISM COMMERCIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT (2nd and final reading)
 - B. **ORDINANCE NO. 1213** – 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)

- C. **RESOLUTION NO. 3611** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WASTE CONNECTIONS OF TENNESSEE DBA CITY WASTE, LLC FOR SOLID WASTE DISPOSAL/TRANSFER STATION SERVICES (Passed from November 14, 2024 meeting)

9. New Business:

- A. **RESOLUTION NO. 3629** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH EAST RIDGE SHOPPING CENTER, G.P., RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO
- B. **RESOLUTION NO. 3630** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE POLE-MOUNTED TRAFFIC SIGNAL CABINET ASSEMBLY FROM TEMPLE, INC. TO BE CONSIDERED AS A SOLE SOURCE PURCHASE
- C. **RESOLUTION NO. 3631** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE A NOMINATION BY COUNCILMEMBER TYLER TO THE EAST RIDGE LIBRARY BOARD
- D. **RESOLUTION NO. 3632** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE A NOMINATION BY COUNCILMEMBER EZELL TO THE EAST RIDGE LIBRARY BOARD
- E. **RESOLUTION NO. 3633** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEE FOR USE OF CAMP JORDAN ARENA BY EAST RIDGE ELEMENTARY SCHOOL FOR THEIR FIFTH GRADE GRADUATION
- F. **RESOLUTION NO. 3634** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING ADDENDUMS TO THE ORIGINAL INTERLOCAL AGREEMENTS DATED JUNE 24, 2021 FOR THE CITY TO PROVIDE FIRE AND POLICE SERVICES TO THE CITY OF RIDGESIDE
- G. **RESOLUTION NO. 3635** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING AN EXTENSION DEPOSIT AGREEMENT BETWEEN TENNESSEE AMERICAN WATER AND THE CITY OF EAST RIDGE FOR THE EXTENSION OF A WATER LINE TO THE NEW TOWN CENTER
- H. Discussion of Tentative Agenda Items for the **January 9, 2025** City Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA
January 9, 2024**

8. Old Business:

9. New Business:

- A. **RESOLUTION NO. _____** - Approval of bid for Spring-Summer Athletic Uniforms for Parks and Recreation Dept. (bid opening December 11, 2024)
- B. Easement on Springvale Park

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

**November 14, 2024
6:00 pm**

The East Ridge City Council met pursuant to notice on November 14, 2024, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Pastor 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 September – Mayor Williams announced the employee milestone awards for September.

- Billy McKeel 20 years
- Ashley Hewitt 15 years
- Sam Roistacher 5 years

The Mayor thanked these employees and all the employees for their service to the City.

Consent Agenda:

- A. Approval of Minutes October 24, 2024 Council Meeting
- B. Declaration of Surplus Property
 - Parks and Recreation
 - Building Maintenance
 - Street Department

Vice Mayor Haynes made a motion, seconded by Councilmember Tyler, to approve the Consent Agenda. The vote was unanimous. Motion approved.

Communication from Citizens: None

Communication from Councilmembers:

Councilmember Tyler had nothing at this time.

Councilmember Witt thanked everyone who voted for her and congratulated Councilmember-elect Jeff Ezell.

Vice Mayor Haynes congratulated Councilmember Witt and Councilmember-elect Ezell on winning their elections.

Councilmember Cagle thanked everyone who ran for office and congratulated Councilmember Witt and Councilmember-elect Ezell.

Mayor Williams announced the following:

- Jeffrey Stubblefield, who won a Tri-Star reading award in 2021, recently finished first in Tennessee and seventh in the country for a math competition for the fifth-grade level, which had over 6 million participants. He currently attends McCallie School and lives in East Ridge.
- Candlewood Suites grant opening was held recently. It is a new 82-bed hotel with a \$11 million investment.
- The Mayor thanked the candidates that ran in the election, Aundie Witt, Jeff Ezell, and Stan Allen for their willingness to help the City. He congratulated Ms. Witt and Mr. Ezell on their wins.
- Veteran's Day - We are honored to have brave men and women who served to help preserve our freedom.
- 30th anniversary time capsule opening – The Mayor commended Hannah Spear, Community Center Supervisor for putting this event together. Ms. Spear stated that the time capsule held letters to the volunteers future grandchildren, family newspaper clippings, volunteer lists, etc. The volunteers worked throughout the night in the rain to finish the playground.
- Soccer and basketball signups are still going on. Check the website for information.
- Christmas Parade is Saturday, November 23rd. Lineup starts at 3:30 with the parade beginning at 6:30 pm
- Community Thanksgiving dinner will be November 26, 2024 from 4:30 – 7:30 pm
- The pavilion groundbreaking will be tomorrow at 1:30 pm.

Communication from City Manager:

North Mack Smith Road Widening Project – EPB and Chattanooga Gas have completed their utility work, but the cable company has not. Adams Contracting wants to start this project in February or March 2025.

Pillar Construction started grading the site for the pavilion on November 4th. They should finish in a week and then start with the footers. The project should be completed by next Thanksgiving or Christmas.

Mr. Miller stated he has enjoyed working with Vice Mayor Haynes over the years and appreciates her support.

Old Business:

ORDINANCE NO. 1211 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND EAST RIDGE MUNICIPAL CODE, TITLE 20, CHAPTER 2, WHICH CHAPTER IS KNOWN AS “THE EAST RIDGE AIR POLLUTION CONTROL

ORDINANCE,” BY REMOVING “AFFIRMATIVE DEFENSE” PROVISIONS, PROVIDING FOR INCORPORATION BY REFERENCE OF THE MOST CURRENT OF VARIOUS FEDERAL REGULATIONS, AND PROVIDING FOR CERTAIN HOUSEKEEPING PROVISIONS (2nd and final reading) - City Attorney Litchford read on caption. City Manager Miller stated the City must adopt these amendments to bring us up to code as all cities in Hamilton County must do. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Ordinance No. 1211 on second and final reading. The vote was unanimous. Motion approved.

RESOLUTION NO. 3611 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WASTE CONNECTIONS OF TENNESSEE DBA CITY WASTE, LLC FOR SOLID WASTE DISPOSAL/TRANSFER STATION SERVICES (Passed from October 24, 2024 meeting) - City Attorney Litchford read on caption. City Manager Miller stated this will be a five-year agreement for \$43.75 per ton. It calls for an annual adjustment each year based on the Consumer Price Index. We received three bids for solid waste disposal services as follows:

COMPANY	BID AMOUNT
Waste Connections dba City Waste	\$43.75 per ton
BFI dba Republic Services	\$53.00 per ton
Capital Waste Services	\$55.00 per ton

The City has been paying \$33.75 per ton, so this will mean an increase in what the City pays for disposal. Mr. Miller still has issues with the agreement, which City Attorney Litchford discussed. He stated the vendor is demanding that the City guarantees that no unacceptable items are deposited in trash cans. The vendor wants the right to terminate immediately if this happens. Councilmember Cagle made a motion, seconded by Councilmember Witt, to pass this item until the December 12th Council meeting until all the details are worked out. The vote was unanimous. Motion approved.

New Business:

PUBLIC HEARING FOR ORDINANCE NO. 1212 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 6728 RINGGOLD ROAD FROM R-3 APARTMENT DISTRICT AND C-1 TOURISM COMMERCIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT, AND TO REZONE AN UNADDRESSED PROPERTY IN THE 6700 BLOCK OF RINGGOLD ROAD FROM C-1 TOURISM COMMERCIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT - City Attorney Litchford read on caption. Mayor Williams opened the public hearing. Chief Building Official Howell stated this request is for Camping World. The property is classified as legal non-conforming, and this rezoning will bring it into compliance with the current usage. Planning Commission approved the request. There were no comments from the applicant and no one else came forward in favor of or in opposition to the rezoning. Mayor Williams closed the public hearing.

ORDINANCE NO. 1212 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY

OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 6728 RINGGOLD ROAD FROM R-3 APARTMENT DISTRICT AND C-1 TOURISM COMMERCIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT, AND TO REZONE AN UNADDRESSED PROPERTY IN THE 6700 BLOCK OF RINGGOLD ROAD FROM C-1 TOURISM COMMERCIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT (1st reading) - City Attorney Litchford read on caption. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1212 on first reading. The vote was unanimous. Motion approved.

ORDINANCE NO. 1213 – 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 (1st reading) - City Attorney Litchford read on caption. Finance Director Qualls stated we are amending to account for grant money that was received, opening a new account for the Federal Forfeiture Funds, and for corrections in the Capital Projects Fund. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Ordinance No. 1213 on first reading. The vote was unanimous. Motion approved.

RESOLUTION NO. 3615 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY OF EAST RIDGE TO ACCEPT THE FY 2024 PUBLIC ENTITY PARTNERS DRIVER TRAINING GRANT - City Attorney Litchford read on caption. Development Administrator McAllister stated the City was awarded \$2,000 and the city’s match is \$2,000. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3615. The vote was unanimous. Motion approved.

RESOLUTION NO. 3616 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE ADVANCEMENT OF STATE SALARY SUPPLEMENT PAYMENTS FOR ELIGIBLE FIREFIGHTERS AND POLICE OFFICERS - City Attorney Litchford read on caption. Chief Uselton stated he has 44 officers that are eligible for the supplement at \$800 each for a total of \$45,200. Chief Williams stated he has 28 eligible firefighters at \$800 each for a total of \$22,400. Vice Mayor Haynes made a motion, seconded by Councilmember Witt, to approve Resolution No. 3616. The vote was unanimous. Motion approved.

RESOLUTION NO. 3617 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE A NOMINATION BY COUNCILMEMBER CAGLE TO THE EAST RIDGE BEER BOARD - City Attorney Litchford read on caption. Councilmember Cagle made a motion, seconded by Councilmember Witt, to approve Resolution No. 3617 with the nomination of Roy Keown. The vote was unanimous. Motion approved. Mayor Williams thanked Mr. Keown for his service on the Board.

RESOLUTION NO. 3618 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE A NOMINATION BY COUNCILMEMBER TYLER TO THE EAST RIDGE BEER BOARD - City Attorney Litchford read on caption. Councilmember Tyler nominated Michele Cunningham (formerly Roberts) to the position on the Beer Board. Councilmember Witt made a motion, seconded by Councilmember Cagle, to approve

Resolution No. 3618 with the nomination of Michele Cunningham. The vote was unanimous. Motion approved. Mayor Williams thanked Ms. Cunningham for her service on the Board.

RESOLUTION NO. 3619 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO MEMORIALIZE THE MAYOR’S APPOINTMENT OF THE CHAIRPERSON OF THE EAST RIDGE BEER BOARD - City Attorney Litchford read on caption. Mayor Williams nominated Roy Keown as the Chairperson of the Beer Board. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3619, appointing Roy Keown as the Chairperson. The vote was unanimous. Motion approved.

RESOLUTION NO. 3620 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR THE REPLACEMENT OF A PORTION OF THE ROOF ON THE CITY HALL COMPLEX SPECIFICALLY, THE PORTION OF THE ROOF COVERING THE EAST RIDGE CITY LIBRARY - City Attorney Litchford read on caption. City Manager Miller stated we discovered several leaks on the floors and shelving when the recent hurricanes came through. We solicited for bids and received the following:

COMPANY	BID AMOUNT
AK Roofing and More	\$39,995.00
Tri-State Roofing and Contracting, LLC	\$42,680.00
Aspen Contracting, Inc.	\$50,000.00
JDH Company, Inc.	\$50,207.00
Foam-Crete, Inc. of Chattanooga	\$54,304.00
Rackley Roofing Co., Inc.	\$56,187.00
Ross Services Corp.	\$98,883.12

AK Roofing and More was the low bidder. Staff checked out projects and references and everything was positive. Staff recommends the low bid of AK Roofing and More in the amount of \$39,995.00. Mr. Miller stated funding for this project will come from the Capital Projects Fund – Upgrades to Buildings and Various Sites. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3620. The vote was unanimous. Motion approved.

RESOLUTION NO. 3621 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR IN-CAR TABLETS AND MOUNTING SOLUTIONS FOR THE POLICE DEPARTMENT - City Attorney Litchford read on caption. Chief Uselton stated the City solicited bids for ten in-car tablets and mounting solutions. Two bids were received as follows:

COMPANY	BID AMOUNT
Derry Software, LLC	\$32,726.70
Midwest Public Safety, LLC	\$45,340.00

Staff recommends the low bid of Derry Software, LLC in the amount of \$32,726.70. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3621. The vote was unanimous. Motion approved.

RESOLUTION NO. 3622 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE AND HAVE INSTALLED A SHADE STRUCTURE FOR THE SPLASH PAD FROM GAME TIME THROUGH THE OMNIA PARTNERS COOPERATIVE PURCHASING PROGRAM, CONTRACT LISTING #2017001134 - City Attorney Litchford read on caption. Director Skiles stated the shade structure was not in the original design of the splash pad but was added in the FY 24-25 budget. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3622. The vote was unanimous. Motion approved.

RESOLUTION NO. 3623 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL CANCELLING THE DECEMBER 26, 2024 CITY COUNCIL MEETING - City Attorney Litchford read on caption. Councilmember Witt made a motion, seconded by Vice Mayor Haynes, to approve Resolution No. 3623. The vote was unanimous. Motion approved.

RESOLUTION NO. 3624 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE STREET RESURFACING PROGRAM FOR FY 2024-2025 - City Attorney Litchford read on caption. City Manager Miller stated the Council appropriated \$1,437,976 for street resurfacing. He, Jeff Sikes with ASA Engineering, and Sreet Supervisor Christ Vaughn developed a list of streets that need resurfacing after they visually inspected the streets in the City. In some instances, only portions of the streets will be resurfaced, not the entire street. He would like to bid this out in January with work beginning after March 1, 2025. Vice Mayor Haynes made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3624. Councilmember Cagle stated he has been asked by residents about resurfacing John Ross Road, Seminole Drive, Mack Smith Road, Ringgold Road (by the State) and South Terrace after the work is done on the bridges. Mr. Miller stated that John Ross will be through a state grant next year and Mack Smith through the Transportation Planning Organization. Mayor Williams stated this resurfacing is very much needed and believes that resurfacing sections of roads is a good idea. The vote was unanimous. Motion approved.

RESOLUTION NO. 3625 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ADVERTISE FOR BIDS FOR A DESIGN-BUILD PROJECT FOR A SOUND ATTENUATION SYSTEM AT THE EAST RIDGE ANIMAL SHELTER - City Attorney Litchford read on caption. City Manager Miller stated we have received complaints regarding barking dogs from residents of the apartments adjacent to the Animal Shelter. He and Chief Uselton used a sound meter at the apartments and the decibel readings were too high, even with the dogs closed in at night. Mr. Miller has spoken to professionals who recommended hanging baffles, installing acoustic wall panels, and installing a sound wall 12 – 15 feet high with baffles. He also stated the decibel levels are too high for the employees. He would like to do a Request for Proposals for sound walls inside and outside the shelter. The estimate is around \$100,000. We have a balance in the contingency fund for this project of \$217,000 which could be used. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3625. The vote was unanimous. Motion approved.

RESOLUTION NO. 3626 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE THE ATTACHED CHANGE ORDER REQUEST #1 TO THE PROFESSIONAL ENGINEERING, PLANNING, AND

DESIGN SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. - City Attorney Litchford read on caption. Development Administrator McAllister stated the change order is to add a sprinkler system to the Community Center. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3626. The vote was unanimous. Motion approved.

RESOLUTION NO. 3627 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE SALE OF 5.89 ACRES LOCATED ADJACENT TO JORDAN RUN ROAD - City Attorney Litchford read on caption. City Manager Miller stated that a resident on Jordan Run Road has property adjacent to the City's property and wishes to purchase the 5.89 acres. It is in the 100-year flood plain and the City has no plans for the property. The property appraised at market value of \$17,578 - \$35,000. The resident is offering to pay \$16,800 plus pay the \$1,200 fee for the appraisal for a total of \$18,000. Dan Mouw, Jordan Run Road, is the resident requesting to purchase the property. He stated that people hunt deer on the property and they cut through his property. He will sign a statement saying he will never develop the property. Councilmember Cagle made a motion, seconded by Councilmember Witt, to approve Resolution No. 3627, with the following restrictions added:

1. No structure will ever be constructed on the property.
2. There will be no storage of any vehicles, supplies, or materials.
3. No access road can be constructed from Frawley Road to this property.

The vote was unanimous. Motion approved.

RESOLUTION NO. 3628 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN JOINT PROJECT AGREEMENT BETWEEN THE CITY OF EAST RIDGE AND HAMILTON COUNTY TO TURF CERTAIN ATHLETIC FIELDS AT CAMP JORDAN PARK - City Attorney Litchford read on caption. City Manager Miller stated that he, the Mayor, Director Skiles, and other staff met with Hamilton County Mayor Wamp and his management staff regarding the results of the Victus Study for Parks and Recreation, particularly to discuss turfing of certain athletic fields. He stated that Hamilton County will match the funds that the City puts in for this project, which is \$3 million from the City and \$3 million from Hamilton County. Mr. Miller is asking for direction on the issue. Mayor Williams stated that the County Mayor is very supportive in helping with improvements at Camp Jordan. He also stated the County contributed to the cost of the Victus study. Councilmember Cagle made a motion, seconded by Councilmember Tyler, for discussion purposes only.

Councilmember Cagle discussed various studies regarding the dangers of artificial turf. He stated that these studies show that the turf contains cancer causing agents, various chemicals, and lead. He also stated that studies show that turf gets hot and heats up the environment. He stated that cities, such as Boston have banned artificial turf. Mr. Cagle stated that studies show there are more injuries on artificial turf.

Vice Mayor Haynes stated that Hamilton County schools are turfing their fields, as well at the University of Tennessee and the University of Tennessee at Chattanooga.

Councilmember Tyler would like to see more about the studies to have a more informed opinion, stating the studies could be overblown.

Mayor Williams stated that we are seeing a great deal of turfing going on in Hamilton County and other municipalities.

City Manager Miller asked Director Skiles to discuss the possibility of turfing the fields. She stated that two different companies, AstroTurf and Baseline have looked at the possibility of turfing the Camp Jordan fields. These 2 companies are working with Chattanooga and Hamilton County.

Mayor Williams asked Ms. Skiles what she is hearing from tournament directors from the various sports organizations as far as them wanting turf. Ms. Skiles stated that the directors have expressed that they would like to see turf on the fields. She believes if we do not move forward with the turf, the bigger tournaments will go elsewhere. She also stated she has never heard concerns about the safety of turf fields.

Councilmember Tyler made a motion, seconded by Vice Mayor Haynes, to approve Resolution No. 3628. Roll call vote: Vice Mayor Haynes - yes; Councilmember Cagle - no; Councilmember Tyler - yes; Councilmember Witt - yes; Mayor Williams - yes.

Discussion of Tentative Agenda Items for the December 12, 2024 City Council Meeting

- Milestone Awards for November 2024
- Presentation of Christmas Parade Awards
- **Old Business:**
 - **ORDINANCE NO. 1212 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 6728 RINGGOLD ROAD FROM R-3 APARTMENT DISTRICT AND C-1 TOURISM COMMERCIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT, AND AN UNADDRESSED PROPERTY IN THE 6700 BLOCK OF RINGGOLD ROAD FROM C-1 TOURISM COMMERCIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT (2nd and final reading) – No discussion**
 - **ORDINANCE NO. 1213 – 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 discussion.**
- **New Business:**
 - **RESOLUTION NO. ____ - Approval of Bids for Camp Jordan Arena Renovations (bid opening November 20, 2024) – Director Skiles stated this project is to remodel two restrooms and paint the interior of the Arena**

- **RESOLUTION NO. ____ - Approval to purchase signal cabinet for Traffic Control Department** – City Manager Miller stated that Temple, Inc. supplied all the traffic signal cabinets for the signal upgrade in 2013 – 2014, so the new cabinet will have to be compatible with those. The cost is \$15,149.00.
- **RESOLUTION NO. ____ - Approval of Nomination by Councilmember Tyler to fill a Term on the East Ridge Library Board** - No discussion.
- **RESOLUTION NO. ____ - Approval of Nomination by Councilmember Ezell to fill a Term on the East Ridge Library Board** – No discussion.
- **RESOLUTION NO. ____ - Approval of Addendum to Ridgeside contracts for Fire and Police** - City Manager Miller stated the addendum calls for a 4% increase for 2024-2025. If Council does not take action by the end of 2024, the agreement will automatically renew and we cannot make any amendments.

Councilmember Cagle asked if we are going to move the dog park when the new multi-purpose facility opens. Mr. Miller stated we may have to consider this since the facility is going to be used for events, such as weddings, dinners, lunches, city events, farmers' markets, etc. The building will have large garage doors that can be opened for these events, but with barking dogs we may lose these events. We need to look at moving the dog park, possibly to Springvale Park, where there would be room for two dog parks that we could rotate use in order to keep the grass growing.

Mayor Williams stated the swearing in ceremony will be December 9, 2024 at 6 pm.

Being no further business, the meeting was adjourned.

Summary Financial Statement of Revenues and Expenditures
Sep-24

Unaudited		Spent YTD			25.00%	
FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
110						
REVENUES						
31100	Property Taxes	6,657,579	0	0	0.00%	25.00%
31200	Property Taxes (Delinquent)	500,000	35,608	101,163	20.23%	25.00%
31610	Local Sales Tax - Co. Truste	4,740,000	805,127	778,519	16.42%	25.00%
31611	Incremental State Sales Tax	8,597,436	7,276,540	7,900,087	91.89%	25.00%
31710	Wholesale Beer Tax	440,000	83,514	80,830	18.37%	25.00%
31800	State Net Allocation	300,000	16,514	14,626	4.88%	25.00%
31810	Minimum Business Licenses	10,000	1,266	1,034	0.00%	25.00%
31824	Solicitors Permit	0	0	0	0.00%	25.00%
31827	5% State Commission	30,000	808	547	1.82%	25.00%
31912	Cable TV Franchise Tax	196,000	0	0	0.00%	25.00%
31961	Liens Collected by Trustee	25,000	0	3,951	15.80%	25.00%
32120	Wrecker Licenses	350	0	0	0.00%	25.00%
32200	Alcoholic Beverage Tax	240,000	43,952	43,400	18.08%	25.00%
32210	Beer Licenses & Etc.	9,500	883	456	4.80%	25.00%
32220	Liquor Licenses	3,500	0	0	0.00%	25.00%
32225	Fireworks Fees/Permits	3,000	0	0	0.00%	25.00%
32226	Annual Fireworks Permit Fee	300	0	0	0.00%	25.00%
32227	Vacation Rental Fee	0	0	0	0.00%	25.00%
32610	Building Permits	225,000	21,628	25,865	11.50%	25.00%
32615	Fire Preventions/Permits	1,000	250	1,090	109.00%	25.00%
32620	Electrical Permits	30,000	4,084	5,818	19.39%	25.00%
32630	Plumbing Permits	15,000	2,910	3,473	23.15%	25.00%
32640	Natural Gas Permits	2,000	879	189	9.43%	25.00%
32650	Excavating Permits	8,000	6,600	200	2.50%	25.00%
32660	Zoning Permits	3,000	1,050	1,050	35.00%	25.00%
32671	Regular Sign Permits	3,500	1,060	350	10.00%	25.00%
32672	Temporary Sign Permits	300	0	0	0.00%	25.00%
32690	Plan Review Fees	100	0	0	0.00%	25.00%
32691	Tree Trimming Permits	100	20	0	0.00%	25.00%
32905	Other Code Fees	28,000	6,173	3,239	11.57%	25.00%
32960	Yard Sale Permits	200	10	30	15.00%	25.00%
32990	Mechanical Permits	20,000	4,287	3,199	16.00%	25.00%
33191	Appropriation St. of TN	300,000	0	300,000	100.00%	25.00%
33410	Police In-Service	37,600	0	0	0.00%	25.00%
33420	Police Bonus Sup.	0	0	30,400	0.00%	25.00%
33430	Fire In-Service	24,800	0	0	0.00%	25.00%
33510	State Sales Tax	2,754,000	424,483	429,526	15.60%	25.00%
33511	Telecom Sales Tax	5,000	804	765	15.30%	25.00%
33512	Sportsbetting	38,000	8,808	9,788	25.76%	25.00%
33513	Occupcity Tax	1,500	511	264	17.60%	25.00%
33515	State Tax/Telecom	500	0	0	0.00%	25.00%
33530	State Beer Tax	10,680	0	0	0.00%	25.00%
33540	State Mixed Drink Tax	110,000	22,638	20,798	18.91%	25.00%
33552	State City Streets	40,565	6,768	6,747	16.63%	25.00%
33560	Seized/Awarded by State	0	0	0	0.00%	25.00%
33591	TVA Gross Receipts	266,004	0	0	0.00%	25.00%

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
33593	Corporate Excise Tax	6,000	0	0	0.00%	25.00%
34121	Clerks' Fees - Business Tax	2,000	570	375	18.75%	25.00%
34211	Accident Report Charges	2,000	364	494	24.70%	25.00%
34212	DL Reinstatement Fee	2,000	0	0	0.00%	25.00%
34221	Ridgeside Contract	121,268	29,151	30,317	25.00%	25.00%
34231	Police Services	1,000	882	3,311	331.05%	25.00%
34314	Mowing	9,800	0	0	0.00%	25.00%
34500	Donations New Shelter	5,000	520	2,435	48.70%	25.00%
34515	Rabies/Spay	500	0	0	0.00%	25.00%
34516	Registration	1,000	145	155	15.50%	25.00%
34517	Adoption	1,500	0	75	5.00%	25.00%
34518	Board & Impound Fees	1,000	140	35	3.50%	25.00%
34520	A/S Donations-Designated	1,000	300	0	0.00%	25.00%
34641	Indoor Soccer Income	188,760	1	0	0.00%	25.00%
34642	Community Center Income	43,000	17,638	20,943	48.70%	25.00%
34643	Outdoor Soccer Fees	81,320	38,950	43,421	53.39%	25.00%
34644	Baseball Fees	41,550	16,376	10,445	25.14%	25.00%
34645	Softball Fees	28,510	9,360	13,685	48.00%	25.00%
34646	Gate	30,000	4,541	17,009	56.70%	25.00%
34647	McBrien Complex	0	0	0	0.00%	25.00%
34648	Adult League - Softball	30,000	15,530	17,690	58.97%	25.00%
34649	Concerts/Events	10,000	640	6,514	65.14%	25.00%
34651	Arena	145,000	52,995	58,531	40.37%	25.00%
34652	Pavilion Rental	22,000	3,511	4,148	6.08%	25.00%
34653	Track Rental	2,000	2	645	32.25%	25.00%
34654	Field Rental	62,000	15,780	24,935	40.22%	25.00%
34655	Amphitheater	16,000	4,170	4,000	25.00%	25.00%
34656	Concessions	50,000	12,779	18,883	37.77%	25.00%
34657	Overnight - Rv Rental	24,000	6,097	9,315	38.81%	25.00%
34658	Tournament Team Fees	4,000	2,100	1,609	40.23%	25.00%
34712	Sponsorship/Parks & Rec	5,000	1,350	8,880	177.60%	25.00%
34720	Football Gate	5,000	0	0	0.00%	25.00%
34751	Basketball Gate	20,000	0	0	0.00%	25.00%
34742	Basketball Player Fees	22,850	0	0	0.00%	25.00%
34743	Football Player Fees	23,530	12,303	16,170	68.72%	25.00%
34744	Photography	1,200	0	0	0.00%	25.00%
34745	Vending/Concessions	15,000	1,842	1,736	11.57%	25.00%
34746	Cheerleading	2,270	940	2,750	121.15%	25.00%
34747	Rent-Arena Equipment	25,000	5,426	15,375	61.50%	25.00%
34749	Soccer Field Rentals	80,000	14,982	17,231	21.54%	25.00%
34760	Library Charges	1,000	191	197	19.73%	25.00%
34761	Library - Copies	1,000	326	128	12.84%	25.00%
34794	C Center M. Fees	1,000	0	265	26.50%	25.00%
35100	Court Fines & Costs	325,000	67,601	85,152	26.20%	25.00%
35110	Fortfeiture of Bond	0	0	0	0.00%	25.00%
35120	Public Defender Fees	0	0	0	0.00%	25.00%
35150	Diversion Filing	0	0	0	0.00%	25.00%
36100	Interest Earnings	6,500	2,838	8,034	123.60%	25.00%
36211	Rent - Cell Tower	12,925	3,231	3,231	25.00%	25.00%
36310	Sale of Land	0	0	0	0.00%	25.00%
36330	Sale Of Equipment	10,000	0	0	0.00%	25.00%
36350	Insurance Recoveries	50,000	30,484	22,717	45.43%	25.00%

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
36901	Pipes/Culverts	3,000	0	137	4.58%	25.00%
36902	Damages- Traffic C.	0	0	0	0.00%	25.00%
36903	Christmas Parade	600	25	30	5.00%	25.00%
36905	Police - Sale of Surplus	15,000	4,343	0	0.00%	25.00%
36906	Fire - Sale of Surplus	5,000	766	0	0.00%	25.00%
36990	Miscellaneous Revenues	25,000	464	1,089	4.35%	25.00%
36992	Hamilton County	0	0	0	0.00%	25.00%
37200	AHO - Fines/Court Costs	0	0	424	0.00%	25.00%
	Use of Fund Balance	0	0	403,905	0.00%	25.00%
	Total Revenues	27,265,597	9,156,830	10,643,821	37.56%	25.00%
EXPENDITURES						
41000	General Government	1,410,855	831,119	536,303	38.01%	25.00%
41100	Administrative	1,186,508	248,487	312,834	26.37%	25.00%
41111	City Council	119,117	39,760	47,211	39.63%	25.00%
41210	Municipal Court	430,074	90,725	97,474	22.66%	25.00%
41520	City Attorney	136,875	21,090	20,541	15.01%	25.00%
41800	Buildings & Grounds Mainte	354,585	69,707	108,019	30.46%	25.00%
41900	City Hall Complex	56,500	10,567	18,850	33.36%	25.00%
42100	Police	2,627,428	732,441	1,534,473	58.40%	25.00%
42121	Criminal Investigation	962,325	142,160	221,709	23.04%	25.00%
42123	Patrol	2,728,973	627,958	737,839	27.04%	25.00%
42125	School Resource	349,475	0	51,110	14.62%	25.00%
42125	Traffic Division	356,976	40,384	17,713	4.96%	25.00%
42200	Fire Department	3,532,341	1,161,682	1,862,901	41.10%	25.00%
42400	Building/Planning/Zoning	663,399	175,557	165,180	24.90%	25.00%
43110	Highway And Street	582,500	124,008	117,052	20.09%	25.00%
43120	Traffic Control & Street Mark	310,121	75,643	80,340	25.91%	25.00%
43170	Transfer Station/Brush Pit/Fl	12,100	5,011	13,978	115.52%	25.00%
44140	Animal Control	375,709	71,493	119,054	31.69%	25.00%
44410	Parks and Recreation	1,169,777	285,937	288,980	24.70%	25.00%
44420	Multi-Purpose Recreation Bl	324,649	78,294	75,372	23.22%	25.00%
44430	Community Center	302,548	67,266	64,072	21.18%	25.00%
44450	McBrien Complex	1,200	346	348	28.98%	25.00%
44610	Soccer - Recreation	69,400	19,262	31,355	45.18%	25.00%
44620	Soccer - Indoor	108,200	12	0	0.00%	25.00%
44630	Baseball/Softball	83,400	15,973	16,091	19.29%	25.00%
44640	Football/Cheer	26,550	9,064	11,582	43.62%	25.00%
44650	Adult Softball	39,250	13,706	16,210	41.30%	25.00%
44700	Basketball	29,050	0	0	0.00%	25.00%
44800	Libraries	296,906	63,366	68,931	23.22%	25.00%
44810	History Museum	560	447	240	42.83%	25.00%
46500	Community Development Pr	10,000	3,863	0	0.00%	25.00%
47200	Economic Development	8,224,869	4,001,823	4,008,060	48.73%	25.00%
49100	Debt Service	106,720	0	0	0.00%	25.00%
49400	Capital Projects - Transfer C	276,657	0	0	0.00%	25.00%
	Total Expenditures	27,265,597	9,027,148	10,643,821	37.66%	25.00%
Total	General Fund		129,682	0		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
121 State Street Aid						
REVENUES						
33450	State Grant - TIP Funds	0	223	0	0.00%	25.00%
33460	State Grant - HIP Funds	234,000	6,895	3,752	1.60%	25.00%
33550	2017 Gas Tax Improve	200,000	33,855	17,692	8.85%	25.00%
33551	State Gasoline And Motor Fu	570,000	97,465	40,205	7.05%	25.00%
33558	City Transport Mod Tax (Ele	1,000	0	770	77.05%	25.00%
36100	Interest Earnings	200	42	6	3.00%	25.00%
36330	Sale of Equipment	0	0	0	0.00%	25.00%
	Use of Fund Balance	294,038	0	0	0.00%	25.00%
	Total Revenues and Other	1,299,238	138,480	62,425	6.21%	25.00%
EXPENDITURES						
43190	State Street Aid	2,919,949	58,532	35,548	2.74%	25.00%
	Total Expenditures	1,299,238	58,532	35,548	2.74%	25.00%
Total	State Street Aid Fund	0	79,948	26,877		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
122 Grant Fund						
REVENUES						
33109	CSX Transportation Grant -	0	0	0	0.00%	25.00%
33114	TML Driver Safety Grant	4,000	0	0	0.00%	25.00%
33120	TDOT 2015 Multi Modal Gra	0	0	0	0.00%	25.00%
33425	Aquatic Stream Clean Grant	1,000	0	0	0.00%	25.00%
33493	TML Safety Grant	3,000	0	0	0.00%	25.00%
36100	Interest Earnings	0	0	0	0.00%	25.00%
36420	Police Traffic Safety Grant	0	0	0	0.00%	25.00%
36421	TN AM Grants	0	0	0	0.00%	25.00%
36423	Animal Foundation Grants	425	425	0	0.00%	25.00%
36711	Safety Conservation Grant	4,000	0	0	0.00%	25.00%
36920	THS089-Police	0	0	0	0.00%	25.00%
36921	Homeland Security - Police	0	0	0	0.00%	25.00%
36922	Homeland Security - Fire	0	0	0	0.00%	25.00%
36925	Violent Crime Intervention G	0	0	0	0.00%	25.00%
	Use of Fund Balance	6,575	29	300	0.00%	25.00%
	Total Revenues and Other	19,000	454	300	0.00%	25.00%
EXPENDITURES						
43150	Grants	19,000	454	300	1.58%	25.00%
	Total Expenditures	19,000	0	300	1.58%	25.00%
Total	Grant Fund	0	0	0		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
127 Drug Fund						
REVENUES						
33197	Federal/State Grants	10,000	6,175	6,789	67.89%	25.00%
33560	Seized/Awarded by State	35,000	16,020	0	0.00%	25.00%
35200	Drug Fines	20,000	1,277	1,245	6.22%	25.00%
35400	Sale of Confiscated Property	0	0	0	0.00%	25.00%
36990	Misc. Revenues	0	0	0	0.00%	25.00%
	Use of Fund Balance	139,402	0	0	0.00%	25.00%
	Total Revenues and Other	204,402	23,472	8,034	12.36%	25.00%
EXPENDITURES						
42129	Drug Investigation and Conti	204,402	3,363	3,142	1.54%	25.00%
	Total Expenditures	204,402	3,363	3,142	1.54%	25.00%
Total	Drug Investigation Fund	0	20,109	4,892		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
130 Economic Development Fund						
REVENUE						
31611	Inc. Sales Tax (BR)	8,174,869	4,000,000	4,000,000	48.93%	25.00%
33191	Direct App. - State	0	0	0	0.00%	25.00%
36100	Interest Earnings	0	1	1	0.00%	25.00%
	Transfer In	0	0	0	0.00%	25.00%
	Use of Fund Balance	0	0	0	0.00%	25.00%
	Total Revenues and Other	8,174,869	4,000,001	4,000,001	48.93%	25.00%
EXPENDITURES						
	Economic Development	6,787,697	4,000,000	3,437,772	50.65%	25.00%
	Debt Payment	1,387,172	0	0	0.00%	25.00%
	Total Expenditures	8,174,869	4,000,000	3,437,772	50.65%	25.00%
Total	Economic Development F	0	1	562,229		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
131 Solid Waste Fund						
REVENUES						
33190	FEMA/TEMA 2021	0	0	0	0.00%	25.00%
34415	Delinquent Fees	0	0	8,468	0.00%	25.00%
34416	Sanitation Fees	1,580,200	798	675	0.00%	25.00%
34418	Extra Cans	1,500	240	420	28.00%	25.00%
34420	Dumpster Rentals	9,000	800	1,800	20.00%	25.00%
34422	Recycling - Transfer Station	4,000	192	1,446	36.16%	25.00%
34426	Sale Of Mulch	100	0	40	40.00%	25.00%
34430	Refuse Collection And Dispc	2,500	326	295	11.80%	25.00%
36330	Sale of Equipment	0	0	0	0.00%	25.00%
36350	Insurance Recoveries	0	0	0	0.00%	25.00%
	Use of Fund Balance	44,296	607,571	393,543	0.00%	25.00%
	Total Revenues and Other	1,641,596	609,927	406,687	0.82%	25.00%
EXPENDITURES						
43200	Solid Waste	1,641,596	609,927	406,687	24.77%	25.00%
	Total Expenditures	1,641,596	609,927	406,687	24.77%	25.00%
Total	Solid Waste Fund	0	0	0		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
212 Debt Service Fund						
REVENUES						
31920	Room Occupancy Tax	750,000	130,356	198,732	26.50%	25.00%
36100	Interest Earnings	50,000	26,508	23,986	47.97%	25.00%
37940	Transfer In	1,731,833	0	0	0.00%	25.00%
	Use of Fund Balance	0	361,637	0	0.00%	25.00%
	Total Revenues and Other	2,531,833	518,500	222,719	8.80%	25.00%
EXPENDITURES						
49111	Camp Jordan - Phase Two -	144,525	0	0	0.00%	25.00%
49114	Refunding Bond Issue - 202	681,963	0	0	0.00%	25.00%
49300	Series 2022 Bond Issue	725,717	398,033	0	0.00%	25.00%
49310	2015 - Exit One/Capital Proj	206,813	66,938	65,906	31.87%	25.00%
49410	Public Safety Capital Outlay	0	0	0	0.00%	25.00%
49411	Public Safety Capital Outlay	0	0	0	0.00%	25.00%
49412	Public Safety - Lease Purcha	43,795	0	0	0.00%	25.00%
49413	Public Safety - Capital Outla	105,508	0	0	0.00%	25.00%
49414	Public Safety - Lease Purcha	53,530	53,530	0	0.00%	25.00%
	Total Expenditures	1,961,851	518,500	65,906	3.36%	25.00%
Total	TML Loan Fund	569,982	0	156,812		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
341 Capital Improvement Fund						
REVENUES						
33113	LPRF 2024 - C. CENTER	0	0	1,250	0.00%	25.00%
33120	2015 Multi Modal	0	0	0	0.00%	25.00%
36100	Interest	0	0	75,100	0.00%	25.00%
36421	TN Am Water Grant	0	0	0	0.00%	25.00%
36915	Bond Proceeds	12,000,000	755,627	762,613	6.32%	25.00%
36990	Misc. Revenues	0	0	0	0.00%	25.00%
36992	Hamilton County	1,000,000	0	0	0.00%	25.00%
37940	Operating Transfers - Other	276,657	0	0	0.00%	25.00%
	Use of Fund Balance	176,319	395,102	747,851	0.00%	25.00%
	Total Revenues and Other	13,452,976	1,150,729	1,586,814	6.32%	25.00%
EXPENDITURES						
41100	Administrative	0	0	1,475	0.00%	25.00%
41800	Bldg/Grounds Maint.	400,000	133,710	86,440	21.61%	25.00%
41920	Multi Purpose Pavillion	6,000,000	0	14,993	0.25%	25.00%
43110	Multi Modal Project	0	833,918	364,606	0.00%	25.00%
43121	N. Mack Smith	4,500,000	72,591	59,430	1.32%	25.00%
43122	Resurfacing Projects	937,976	1,800	0	0.00%	25.00%
43123	Park Ridge Access Road	0	0	0	0.00%	25.00%
44410	Parks & Recreation	1,440,000	0	1,020,991	70.90%	25.00%
44421	Splash Pad/Playground	0	0	0	0.00%	25.00%
44423	Dog Park - Town Center	0	0	0	0.00%	25.00%
44424	Animal Shelter Building	0	56,089	0	0.00%	25.00%
44425	Dickert Pond Pier	0	32,622	9,957	0.00%	25.00%
44426	Fuel Tank-Public Safety	125,000	0	0	0.00%	25.00%
44430	C Center Upgrad	0	0	28,923	0.00%	25.00%
46511	Community Development	50,000	20,000	0	0.00%	25.00%
	Total Expenditures	13,452,976	1,150,729	1,586,814	11.80%	25.00%
Total	Capital Projects Fund	0	0	0		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
410 ARPA Fund						
REVENUES						
37940	Transfer In	0	0	0	0.00%	25.00%
	Use of Fund Balance	436,171	4,142,192	505,203	0.00%	25.00%
	Total Revenues and Other	436,171	4,142,192	505,203	0.00%	25.00%
EXPENDITURES						
44424	Animal Shelter Facility	0	0	505,203	0.00%	25.00%
46490	Stormwater Projects - Ringg	436,171	0	0	0.00%	25.00%
	Total Expenditures	436,171	0	505,203	115.83%	25.00%
Total	Capital Projects Fund	0	4,142,192	0		

ORDINANCE NO. 1212

AGENDA MEMORANDUM

Rezone

Date: December 12th, 2024

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On October 7th, 2024, Hannah Claire Boggess submitted a petition to the East Ridge Planning Commission to rezone the following parcels:

1. 6728 Ringgold Rd Tract 1 (Tax Map ID# 170I-C-004) – requesting to be rezoned from R-3 Apartment District and C-1 Tourism Commercial District to C-2 General Commercial District.
2. Tract 2 (Tax Map ID# 170I-C-002.01) – requesting to be rezoned from C-1 Tourism Commercial District to C-2 General Commercial District.

The East Ridge Planning Commission reviewed the request to rezone and approved and recommended the rezoning move forward to the City Council for review.

ORDINANCE NO. 1212

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

WHEREAS, Hannah-Claire Boggess, with Chambliss, Bahner and Stophel, P.C. petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of property located at 6728 Ringgold Road from R-3 Apartment District and C-1 Tourism Commercial District to C-2 General Commercial District, and an Unaddressed Property in the 6700 Block of Ringgold Road from C-1 Tourism Commercial District to C-2 General Commercial District, Tax Map 170I-C-002.01 and 004. The property is more particularly described as follows:

Two unplatted tracts of land located at 6728 Ringgold Road and an unaddressed property in the 6700 block of Ringgold Road being the properties described as Tracts 1 and 2 in Deed Book 13663, Page 972, ROHC. Tax Map 170I-C-002.01 and 004

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on October 7, 2024, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on October 7, 2024; and

WHEREAS, the applicant has properly advertised in a paper of general circulation in the City of East Ridge that they will make application to the City Council of the City of East Ridge to request approval of the rezoning; and

WHEREAS, notices of the public hearing before the City Council of the City of East Ridge have been served upon all property owners in the City within a distance of 300 square feet from the affected property; and

WHEREAS, the East Ridge City Council held a public hearing on November 14, 2024, at which time all interested parties were given an opportunity to be heard.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, as follows:

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 6728 Ringgold Road from R-3 Apartment District and C-1 Tourism Commercial District to C-2 General Commercial District, and an Unaddressed Property in the 6700 Block of Ringgold Road from C-1 Tourism Commercial District to C-2 General Commercial District, Tax Map 170I-C-002.01 and 004 for uses consistent with such zoning.

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

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

Written Narrative – Rezoning of 6728 Ringgold Road, East Ridge, TN

FRHP Lincolnshire, LLC owns four parcels related to its operating of the Camping World business. Two of the parcels are located in the City of East Ridge, Hamilton County, Tennessee and two of the parcels are located in Catoosa County, Georgia. One of the parcels in East Ridge, Parcel 170I C 002.01 is zoned both C-1 and R-3.

The rezoning request to make the entire property C-2 would align the zoning with the current use of the property as a commercial space for the operation of the Camping World business.



Zoning Change Application Form

CASE NUMBER: 2024-0154		Date Submitted: 08/13/2024	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezone From: C-1 & R-3		Rezone To: C-2	Total acres in request area: 6.95
2 Applicant Requested Conditions		Yes:	No: <input checked="" type="checkbox"/>
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
None			
4 Property Information			
Property Address: 6728 and an unaddressed property in the 6700 block of Ringgold Rd		Property Tax Map Number: 170I-C-002.01 & 004	
5 Proposed Development			
Reason for request/Project description:	Update zoning to comply with current use of property		
6 Site Characteristics			
Current Use:	Retail space for the sale of camping equipment and campers		
Adjacent Uses:	Hotel, storage facilities, fireworks store, former speedway		
7 Applicant Information			
Name: Chambliss, Bahner & Stophel, P. C. Attn: Hannah-Claire Boggess			
Address (street, city, state, zip): 605 Chestnut St, Suite 1700, Chattanooga, TN 37450			
Phone: 423-757-0286		Email: hboggess@chamblisslaw.com	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
<input type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.			
8 Property Owner Information <i>Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.</i>			
Name: FHRP Lincolnshire, LLC			
Address (street, city, state, zip): 250 Parkway Dr, Suite 270, Lincolnshire, IL 60069			
Phone: 715-491-5033		Email: casey.smith@campingworld.com	
9 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: See Submitted Application			Date: _____
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$635	<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Credit	<input type="checkbox"/> Check
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 1		
Municipality: East Ridge	Planning District: 6	Neighborhood: None	
County Commission District: 8		City Council District: N/A	
PC meeting date: East Ridge		Application processed by: Jennifer Ware	
Staff Recommendation :	PC Action/Date:	Legislative Action/Date/Ordinance:	

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

CASE NUMBER: 2024-0154

PROPERTY ADDRESS: 6728 Ringgold Road

APPLICANT: Chambliss, Bahner & Stophel

PROPERTY OWNER: FRHP Lincolnshire, LLC

JURISDICTION: East Ridge

TAX MAP PARCEL ID: 170I-C-002.01 & 170I-C-004

REASON FOR REQUEST/PROJECT DESCRIPTION: Rezone from C-1 Commercial District and R-3 Residential Apartment District to C-2 General Commercial District to update zoning to comply with the current commercial use of the property (Camping World).

PROPERTY DESCRIPTION

EXISTING LAND USE
Commercial

SURROUNDING LAND USES

North: Commercial
East: Vacant Commercial & Institutional
South: Commercial
West: Commercial & Lodging

NATURAL RESOURCES

The site is located in the floodway and 100-year floodplain.

ZONING

ZONING HISTORY

- There is no zoning history for the site.
- The site is surrounded by C-1 zoned property was zoned to commercial in the 1960's to the 1980's.

ZONE DISTRICT COMPATIBILITY

USE	CURRENT R-3 DISTRICT	CURRENT C-1 DISTRICT	PROPOSED C-2 DISTRICT
Single-Family Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Multi-Family Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lodging	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commercial	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Institutional	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Office	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DEVELOPMENT STANDARDS	CURRENT R-3 DISTRICT	CURRENT C-1 DISTRICT	PROPOSED C-2 DISTRICT
Lot Size	10,000 sf plus 2,000 sf for each additional unit	N/A	N/A
Lot Frontage	60'	N/A	N/A
Setbacks	Front: 25' Side: 10' Rear: 25'	Front: 25' Side: 10' when adjoins residential zone Rear: 25' when adjoins residential zone	Front: 25' Side: 10' when adjoins residential zone Rear: 25' when adjoins residential zone
Building Height	2.5 stories or 35'	No building shall exceed the shortest distance from building to nearest boundary of an R-1, R-2, R-3 RZ-1 or RT-1 district	No building shall exceed the shortest distance from building to nearest boundary of an R-1, R-2, R-3 RZ-1 or RT-1 district

DISCUSSION OF STAFF RECOMMENDATION

Yes No See Comments

COMPATIBILITY WITH ADJACENT LAND USES

The site is surrounded by commercial uses.

Case Number: 2024-0154

Yes No See Comments

COMPATIBILITY WITH DEVELOPMENT FORM

The development form of the area is suburban commercial with commercial buildings, parking lots and drive thrus.

Yes No See Comments

CONCERNS WITH NUISANCES

The business is already in operation and there are no concerns with nuisances to adjacent commercial property.

ON SITE

CIVIL GROUP

THIS DRAWING IS THE PROPERTY OF THE CIVIL GROUP AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE CIVIL GROUP.

DRAFT

REVISIONS

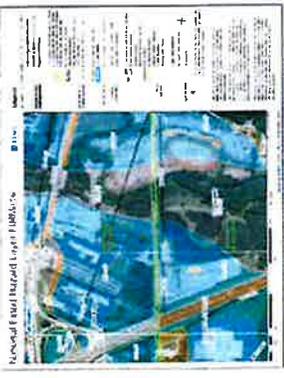
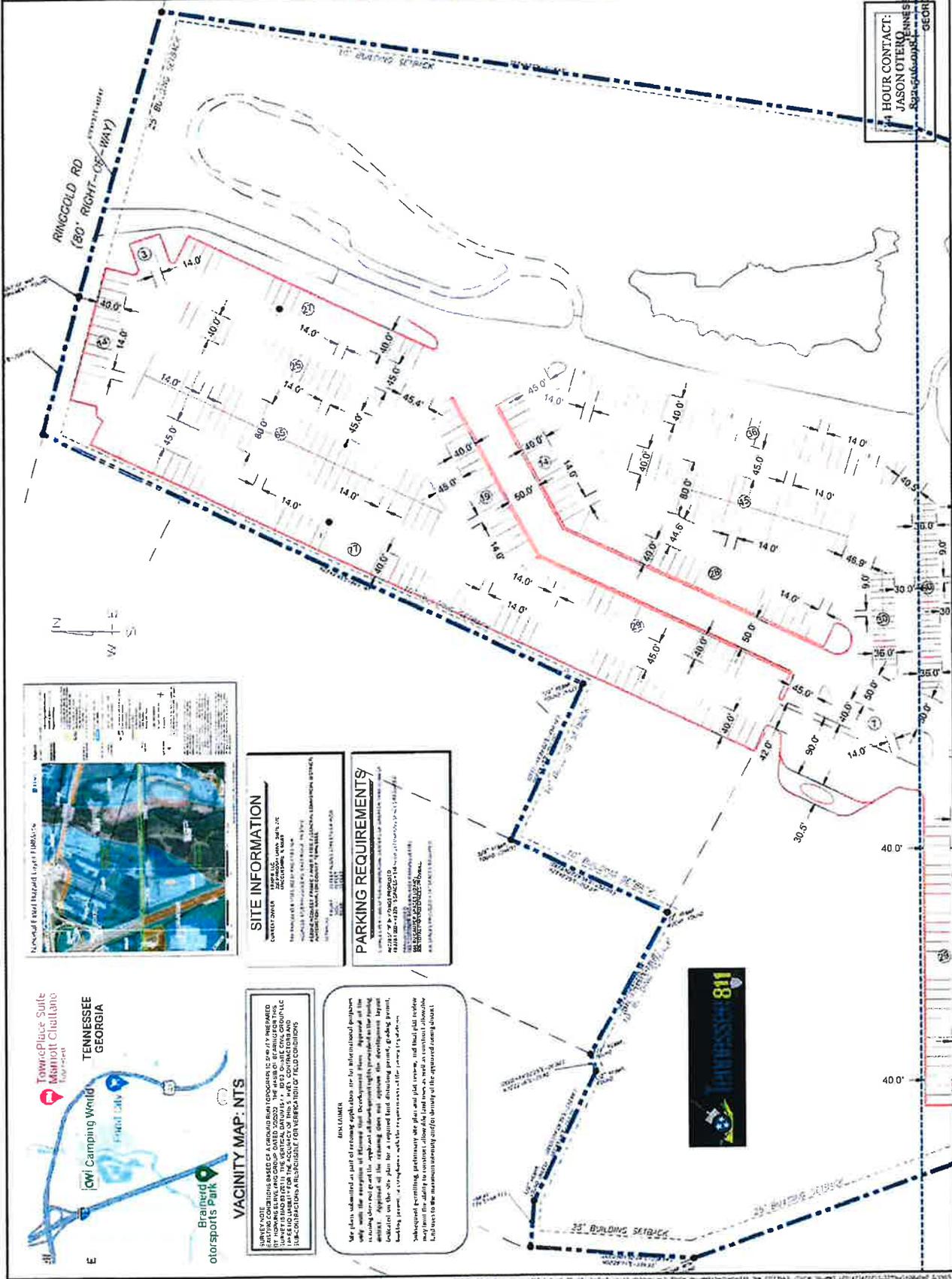
DATE: 08/11/11
SCALE: AS SHOWN
PROJECT: CAMPING WORLD
SHEET: 1

CLIENT:
JASON OTENO
LOMA ARCHITECTURE
3838 N. SAM HOUSTON PKWY.
E, SUITE 105
PHONE: 632-506-0984

CAMPING WORLD
6728 RINGGOLD RD, EAST
RINGGOLD, TN

OVERALL SITE PLAN

24 HOUR CONTACT:
JASON OTENO
632-506-0984



SITE INFORMATION
CURRENT OWNER: CAMPING WORLD, INC.
PROJECT ADDRESS: 6728 RINGGOLD RD, EAST, RINGGOLD, TN 37088
PROJECT ADDRESS: 6728 RINGGOLD RD, EAST, RINGGOLD, TN 37088
PROJECT ADDRESS: 6728 RINGGOLD RD, EAST, RINGGOLD, TN 37088

PARKING REQUIREMENTS
MINIMUM PARKING REQUIREMENTS: 100 SPACES
MINIMUM PARKING REQUIREMENTS: 100 SPACES
MINIMUM PARKING REQUIREMENTS: 100 SPACES

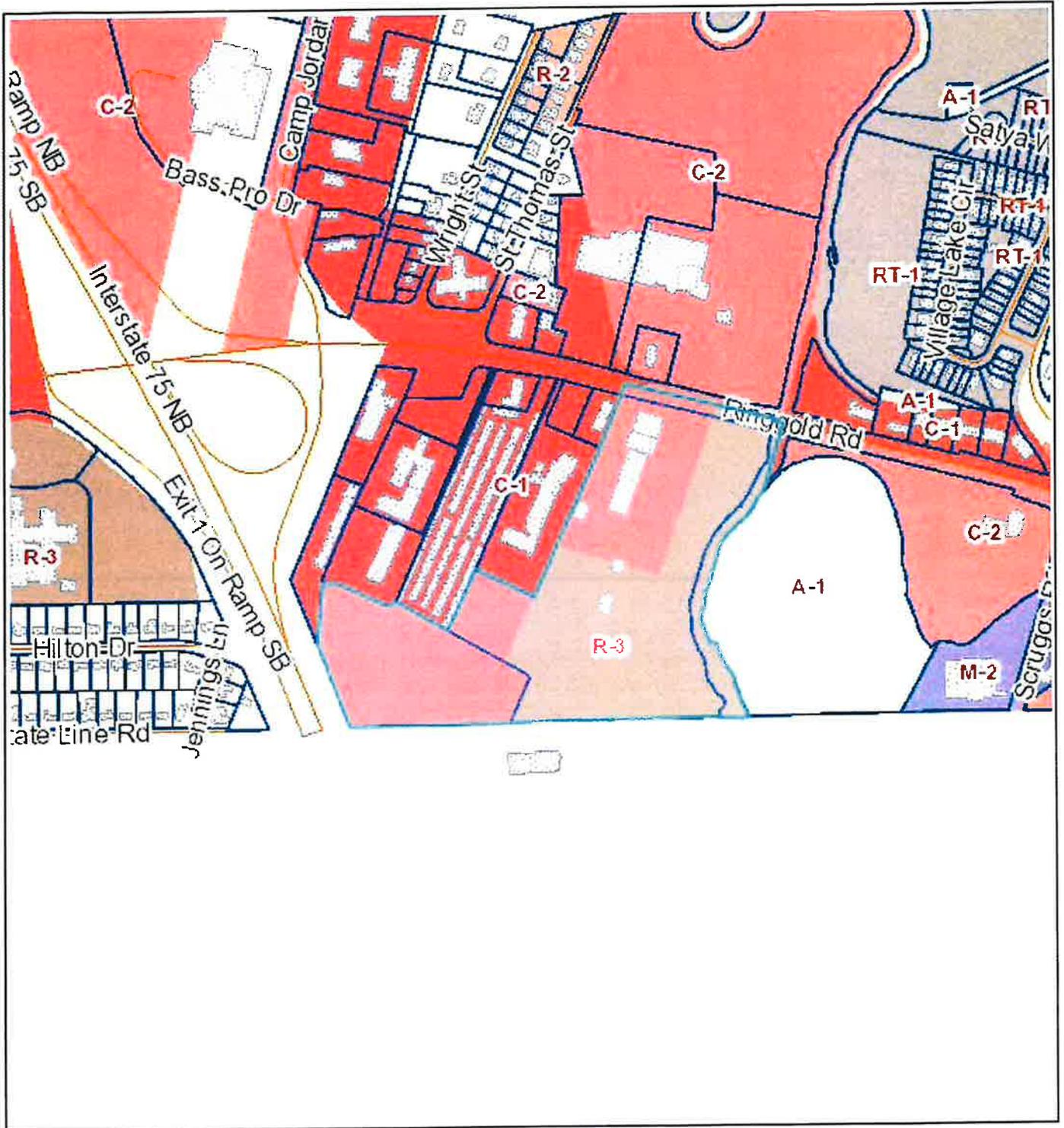


VICINITY MAP: NTS
SURVEYED BASED ON AERIAL PHOTOGRAPHS DATED 2003. THE AREA OF SURVEY FOR THIS PROJECT IS SHOWN IN RED. THE AREA OF SURVEY FOR THIS PROJECT IS SHOWN IN RED. THE AREA OF SURVEY FOR THIS PROJECT IS SHOWN IN RED.

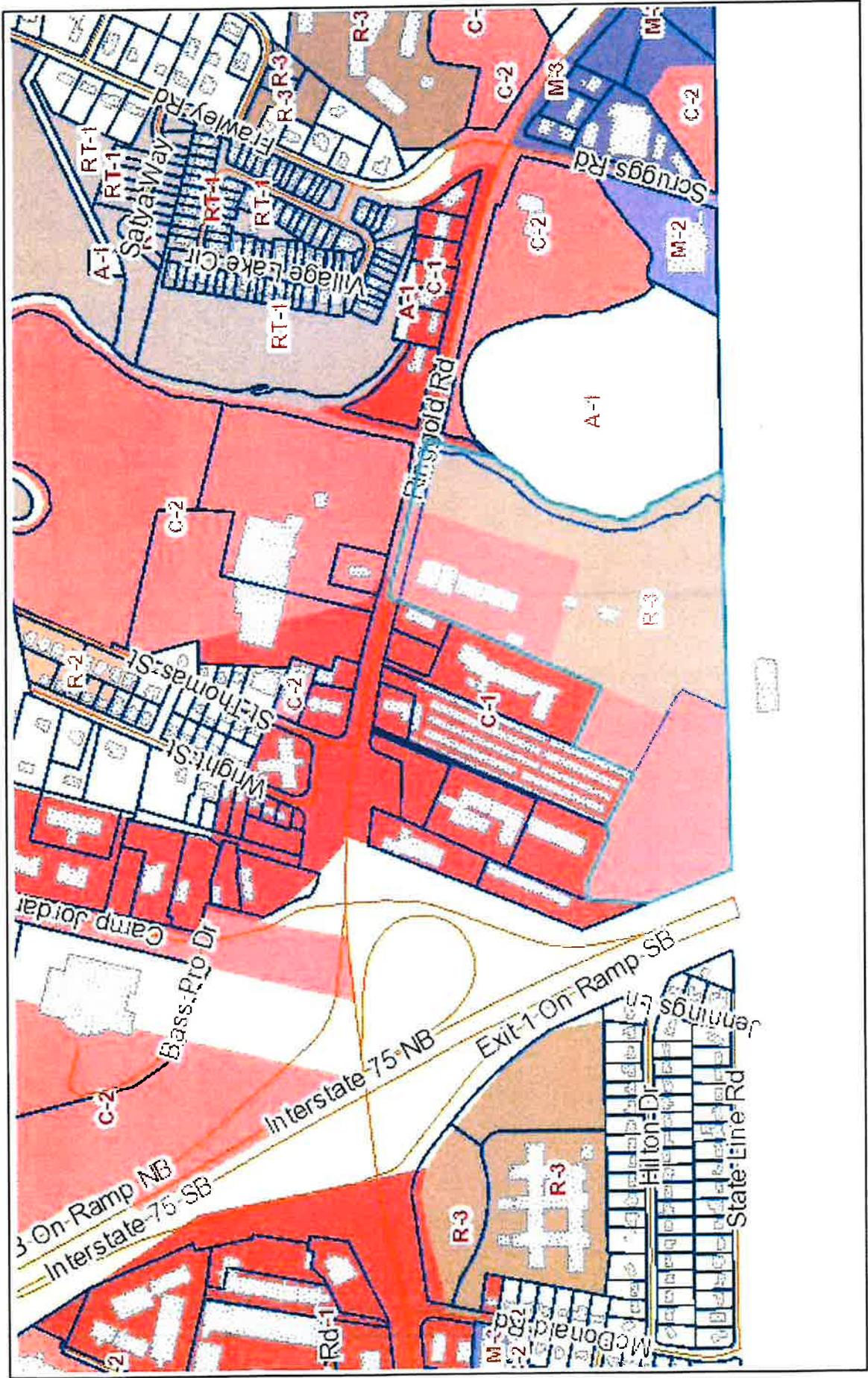
NOTES
This plan is submitted as part of a preliminary application for an administrative permit only, with the exception of items that require a development permit. Approval of the plan is not a guarantee of the final outcome of the project. The applicant is responsible for obtaining all necessary permits and approvals from the appropriate authorities. The applicant is responsible for obtaining all necessary permits and approvals from the appropriate authorities. The applicant is responsible for obtaining all necessary permits and approvals from the appropriate authorities.



2024-0154 Rezoning from C-1 & R-3 to C-2



2024-0154 Rezoning from C-1 & R-3 to C-2



2024-0154 Rezoning from C-1 & R-3 to C-2



ORDINANCE NO. 1213

**AGENDA MEMORANDUM
BUDGET AMENDMENT**

December 12, 2024

Submitted by:

Diane Qualls

Diane Qualls, Finance Director

Per T.C.A. 6-56-208 the budget can be amended during the year as one way to monitor the budget. Staff will need to amend the budget to reflect opening a new bank account and reopening a fund, Federal Forfeiture Fund as these funds cannot combine with any other fund. This fund falls under the Federal Government guidelines.

The Grant Fund, Debt Service Fund, and the Capital Improvement Fund will also have amendments.

The General Fund and Economic Development Fund have been added since 1st Reading which is allowed by law to reflect where the transfer is coming from that is shown in the Debt Service Fund.

ORDINANCE NO. 1213

**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:

General Fund	Budget	Amendment	Final
Expenditures			
Transfer to Debt Service	1,387,172	604,324	1,991,496
Total Budget (Amended)	28,265,597	604,324	28,869,921

Grant Fund	Budget	Amendment	Final
Revenue			
THSO Grant	0	10,000	10,000
Use of Fund Balance	0	6,575	6,576
Total Budget (Amended)	12,425	16,575	29,000
Expenditures			
THSO Expenditures	0	10,000	10,000
Total Budget (Amended)	19,000	10,000	29,000

Federal Forfeiture Fund	Budget	Amendment	Final
Revenue			
Seized/Awarded by DOJ	0	20,000	20,000
Total Budget (Amended)	0	20,000	20,000
Expenditures			
Operating Supplies/Equip.	0	20,000	20,000
Total Budget (Amended)	0	20,000	20,000

Economic Dev. Fund	Budget	Amendment	Final
Revenue			
Inc. State Sales Tax	8,174,869	604,324	8,779,193
Total Budget (Amended)	8,174,869	604,324	8,779,193
Expenditures			
Transfer to Debt Service	1,387,172	604,324	1,991,496
Total Budget (Amended)	8,174,869	604,324	8,779,193

Debt Service Fund	Budget	Amendment	Final
Revenue			
Transfer In	1,731,833	604,324	2,336,157
Use of Fund Balance	0	34,342	34,342
Total Budget (Amended)	2,531,833	638,666	3,170,499
Expenditures			
Series 2024 Bond Issue	0	604,324	604,324
Total Budget (Amended)	2,566,175	604,324	3,170,499

Capital Projects Fund	Budget	Amendment	Final
Revenue			
LPRF Grant	0	600,000	600,000
Use of Fund Balance	0	1,209,319	1,209,319
Total Budget (Amended)	13,276,657	1,809,319	15,085,976
Expenditures			
City Hall Complex	0	15,500	15,500
Multi Modal Project	0	400,000	400,000
Dickert Pond & Boardwalk	0	10,000	10,000
Community Center (LPRF)	0	1,200,000	1,200,000
McBrien Complex	0	7,500	7,500
Total Budget (Amended)	13,452,976	1,633,000	15,085,976

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

- The length of the agreement shall not extend beyond eight (8) years from the service commencement date.
- Minimum 30-day cancellation by either party prior to the expiration of the current term.

To give you an idea of the cost that the City will be confronting under a new agreement is as follows (based on 800 tons per month):

- The expired agreement with Capital Waste Services rate was \$33.91 per ton which equated to \$27,128 per month (\$325,536 annually)
- A continued agreement with Capital Waste Services at an adjusted rate of \$55 per ton which would equate to \$44,000 per month (\$528,000 annually).
- An agreement with City Waste at their quoted rate of \$43.75 per ton would equate to \$35,000 per month (\$420,000 annually).

At the City Council meeting of October 24, 2024 the City Manager requested that the award of the contractual agreement to City Waste be held off since there were several sections in the text of the proposed agreement Staff felt would not serve the City. City Staff and the City Attorney met with representatives of City Waste the following week and discussed those items of City concern; specifically, sections 3 Transfer, Section 10 Special Representation Concerning City Waste, Section 12 Inspection of Waste, and Section 16 Indemnification/Liability. Attached hereto please find a red-lined copy (correcting the City's concerns) of the proposed Solid Waste Disposal Agreement Between the City of East Ridge and City Waste LLC.

At the City Council meeting of November 14, 2024 the Council deferred action on the award of the contractual agreement to City Waste until the City Attorney and City Manager were satisfied with language modifications made in Section 3, Transfer Station, and Section 14, Limited License to Enter. During the past week both parties have come to an agreement on the wording; therefore, the contractual agreement is ready for City Council's consideration for approval.

Should the City Council approve the solid waste disposal service agreement with City Waste the service would commence on December 16, 2024.

Attachment

JSM/

RESOLUTION NO. 3611

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH WASTE CONNECTIONS OF
TENNESSEE DBA CITY WASTE, LLC FOR SOLID WASTE
DISPOSAL/TRANSFER STATION SERVICES**

WHEREAS, the City of East Ridge advertised a Request for Proposals for Solid Waste Disposal/Transfer Station Services on September 19, 2024; and

WHEREAS, proposals were received and opened on October 10, 2024 beginning at 2:00 pm EDT; and

WHEREAS, Waste Connections of Tennessee dba City Waste, LLC has agreed to provide solid waste disposal services for the first year of the agreement for the amount of \$43.75 per ton, to be adjusted each year to reflect changes in the Consumer Price Index for All Urban Consumers (CPI) US City Average-Garbage and Trash Collection (September to September), as published by the United States Bureau of Labor Statistics.; and

WHEREAS, the City of East Ridge agrees to transport solid waste disposal to the Waste Connections of Tennessee dba City Waste, LLC site located at 3105 Freeman Street, Chattanooga, TN 37406.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the Mayor is authorized to enter into an agreement with Waste Connections of Tennessee dba City Waste, LLC for solid waste disposal/transfer station services.

BE IS FURTHER RESOLVED, the City will pay \$43.75 per ton for solid waste disposal services, to be adjusted each year to reflect changes in the Consumer Price Index for All Urban Consumers (CPI) US City Average-Garbage and Trash Collection (September to September), as published by the United States Bureau of Labor Statistics.

BE IT FURTHER AND FINALLY RESOLVED that this resolution shall take effect immediately, the public welfare requiring it.

Adopted on the _____ day of _____ 2024.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

**SOLID WASTE DISPOSAL AGREEMENT BETWEEN
THE CITY OF EAST RIDGE, TENNESSEE AND
CITY WASTE LLC**

THIS AGREEMENT is made and entered into as of the _____ day of November 2024 by and between, CITY WASTE LLC (hereinafter sometimes referred to as “Vendor” or “Contractor”) and the CITY OF EAST RIDGE, TENNESSEE (CITY), whose address is 1517 Tombras Avenue, East Ridge, Tennessee 37412

In consideration of the mutual undertakings and agreements of the parties set forth herein and other good and valuable consideration the receipt of which of hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions** When used herein the following terms when capitalized shall have the meanings set forth below.

“Change in Law” means any amendment to, or promulgation of, or change in the interpretation of enforcement of any federal, state or local statute, regulation, ordinance, levy, tax or surcharge after the Service Commencement Date.

“City Waste” shall mean Solid Waste collected by the City or its contractors from within the City’s municipal borders or wherever else the City or its contractors collect Solid Waste.

“Force Majeure” shall mean riots, wars, strikes, civil disturbances, insurrections, acts of terrorism, epidemics, landslides, volcanic eruptions, earthquakes, lightning, floods, washouts, explosions, fires, inclement weather which impedes the safe operation of either party’s equipment, changes in law, and any federal, state or local government’s orders or decisions any of which are beyond the reasonable control of the applicable party (but specifically excluding financial incapability) and which necessarily and unavoidably prevents performance of this Agreement but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time.

“Hazardous Waste” shall mean any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or other applicable federal agency or by any State having jurisdiction to be “hazardous” as that

term is defined by or pursuant to federal or state law so as to prohibit said waste from being disposed or at public landfills of the same type and character as the Landfill.

“Service Commencement Date” shall mean November 1, 2024 or any other date mutually agreed to in writing by Vendor and the CITY.

“Solid Waste” shall mean any garbage and other types of waste material allowed to be accepted for disposal at public landfills, but excluding any Unacceptable Waste.

“Special Waste” shall mean any solid waste which requires special processing, handling, or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of as determined by the CITY and Vendor in accordance with normal waste industry standards. Examples of such Special Waste types include, but are not limited to mining wastes, fly ash, combustion ash, sludge, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from cleanup of a spill.

“Landfill” shall mean Vendor transfer to Meadowbranch Landfill and/or the landfill currently utilized by Contractor.

“Transfer Station” shall mean the facility for the receipt and transfer of Solid Waste owned and operated by CITY WASTE LLC in Hamilton County, Tennessee.

“Transfer” shall mean the physical processes required by manpower and equipment to move Solid Waste from City collection vehicles to the operating floor of the Transfer Station, and ultimately to the trailers to be utilized for transport by Vendor or its contractor to the landfill.

“Ton” shall mean 2,000 pounds.

“Unacceptable Waste” shall mean Hazardous Waste, Special Waste, paint, tires, and batteries, as well as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material.

“Yard Waste” shall mean all grass clippings, tree trimmings, shrubs, leaves, tree trunks, or any other organic material commonly found as material removed from one’s yard whether residential or commercial.

2. **Operations** The City agrees that during the term of this Agreement it will deliver all City Waste exclusively to the Transfer Station for purposes of transfer and disposal of such City Waste to the Landfill for ultimate disposal. The City shall in all matters relating to the collection, transportation, and disposal of the City Waste hereunder,

comply with all applicable federal, state, and local laws, regulations, rules and orders regarding the same. Vendor or its contractor will transfer and transport such City Waste in such manner as to comply with all laws relating to the hauling of Solid Waste to the ultimate disposal site. All activities of the City and Vendor shall occur promptly and in any event within the time periods required for Solid Waste hauling and transport mandated by applicable laws and regulations. Until further notice from Vendor to the City, disposal site will be the Landfill.

The weights of all City Waste that are delivered to the Transfer Station shall be accurately determined by the use of certified scales. Weights of all City Waste delivered to the Transfer Station shall be determined at the time the City Waste enters the Transfer Station by Vendor. Each party shall have the right to test such scales at such testing party's cost to verify the accuracy thereof. Weight tickets shall be provided to the truck operator upon weighing at scales.

The Transfer Station shall be open to accept City Waste during the hours from 7:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 12:00 p.m. on Saturday. The Transfer Station may be closed at the option of Vendor on the following holidays:

New Years Day	Thanksgiving	Memorial Day	Labor Day
Christmas Day	Christmas Eve	4 th of July	Good Friday
Martin Luther King Day			

- 3. Transfer Station** Vendor shall make available the Transfer Station for acceptance of City Waste under this Agreement. This agreement does not grant any rights to dispose of City Waste other than in accordance herewith. Additionally, the ability to dispose of City Waste at the Transfer Station may be limited at any time, and from time to time, by Vendor in connection with the Transfer Station's permit(s), and capacity constraints, in addition to applicable laws, rules, and regulations; provided, however, in such event Vendor agrees that it will make available an alternative Transfer Station for the disposal of City Waste. Subject to the City's right to cure as set forth herein, Vendor reserves the right to immediately terminate access to the Transfer Station by the City and the City's personnel in the event of breach or violation by the City of any of the terms of this agreement, Vendor's operating rules or payment policies or any applicable laws or regulations if such breach or violation occurs more than once within any thirty (30) day period after notice is delivered to the City. Notwithstanding the foregoing, Vendor may immediately terminate this Agreement if the City's breach or violation presents an emergency or immediate risk to life or property.

4. **Disposal Site** Vendor will also be responsible for furnishing both transportation of City Waste from the Transfer Station and the ultimate disposal of the City Waste at the Landfill. Vendor may change such disposal site at any time during this Agreement by written notice to the City.

5. **Term and Renewal** This Agreement shall commence on the Service Commencement Date: **November 1, 2024** and shall expire on: **October 31, 2025**. Thereafter, this Agreement shall automatically renew for an additional one year term unless either party has within thirty (30) days prior to the expiration of current term of the Agreement given written notice of its election to terminate this Agreement. However, in no event shall the entire length of this Agreement extend beyond eight (8) years from the Service Commencement Date.

6. **Payment** As payment for the transfer, transport and disposal services provided hereunder, the City shall pay to Vendor, CITY WASTE LLC, at the rate of **\$43.75** per ton of City Waste received at the Transfer Station during the first year term of this Agreement and increased thereafter as described in Section 7. Fractional tonnage shall be charged according to the percentage of the per ton rate.

Vendor shall invoice the City monthly for the amounts so determined. Invoices shall be mailed to City of East Ridge, 1517 Tombras Avenue, East Ridge, Tennessee 37412. The City shall have twenty (20) days from the date of invoice to pay such invoice.

7. **Adjustment of Prices** (a) After expiration of the initial one (1) year term, the prices set forth in Section 6 hereof shall be adjusted each year to reflect changes in the Consumer Price Index for All Urban Consumers (CPI-U) U.S. City Average – Garbage and Trash Collection. The first rate change shall be effective on the anniversary date of the Service Commencement Date and subsequent adjustments shall be effective on the same date in each year thereafter.

(b)The “C.P.I.” for purposes of this Section shall be Consumer Price Index for All Urban Consumers (C.P.I.), U.S. City Average – Garbage and Trash Collection (September to September), as published by the United States Bureau of Labor Statistics.

8. **Representations of Vendor.** Vendor represents that it is a Limited Liability Company, duly formed and validly existing under the laws of the State of Tennessee and is duly qualified to do business in all States where applicable for purposes of

this Agreement. Vendor further represents and warrants that the execution, delivery and performance of this Agreement by Vendor has been duly and validly authorized by all necessary corporate and any other required action and that this Agreement constitutes the legal, valid and binding obligations of Vendor enforceable in accordance with its terms except as to the enforcement thereof may be limited by bankruptcy, insolvency, or other similar laws affecting the rights of creditors generally.

9. **Representation of the City** The City represents that it is a duly formed and validly existing municipality under the laws of the State of Tennessee, with all power and authority to enter into this Agreement and to undertake the activities required of it hereunder. The City further represents that its governing body had been duly elected or appointed and that the City is, and will continue to be throughout the term hereof, validly existing and in good standing under the laws of the State of Tennessee. The execution, delivery and performance of this Agreement by the City have been duly and validly authorized by the City, the persons signing this Agreement on behalf of the City have full power and authority to bind the City to this Agreement, and this Agreement constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms except as to the enforceability thereof may be limited to bankruptcy, insolvency, or similar laws affecting the rights of creditors generally.

10. **Special Representation Concerning City Waste** The City represents, warrants, and covenants that it will undertake reasonable measures to ensure that all City Waste Delivered by it to the Transfer Station will consist only of Solid Waste as defined in this Agreement and will not include Unacceptable Waste. The City shall inspect all City Waste at the place(s) of collection and shall remove any and all Unacceptable Waste; provided, however, nothing in this agreement requires the City's personnel to open and inspect individual waste containers. Any waste rejected by Vendor or its contractors at the Transfer Station by reason of failure of said waste to comply with the provisions of this Section shall be promptly removed by the City at the City's sole expense. Once any City Waste has been received by Vendor, all title to such City Waste shall pass to Vendor. Title to any and all Unacceptable Waste handled or disposed of by Vendor shall at all times remain with the City or the generator of same, as applicable.

11. **Inspection of Records** The City has a right to inspect records relating to the servicing of this Agreement to satisfy an audit or other request from a Federal or State Governmental agency and/or by the City of East Ridge. The City also has the right to inspect the handling of their waste at the Transfer Station or the disposal of

their waste at the designated landfill, with prior written notice. Such inspection shall occur during normal business hours and shall be made only by authorized employees or authorized agents of the City, its contractors, or other qualified government entities.

12. **Inspection of Waste** Vendor or its contractors shall have the right to inspect any incoming loads of City Waste delivered to the Transfer Station for compliance hereunder and Vendor or its contractors reserve the right to refuse, or reject after acceptance, any Unacceptable Waste found in such load as determined in Section 10 above and in the event of such will provide immediate verbal notice, followed by written Notice of same, and the reasons therefore to City. The City shall be responsible for, and bear all reasonable expenses and damages incurred by Vendor, as a result of the Unacceptable Waste and in the reloading and removal of such Unacceptable Waste disposed at the Transfer Station. Provided the Unacceptable Waste does not, in Vendor's discretion, present an emergency or an immediate risk to life or property, the City shall have a reasonable time following notification from Vendor to remove Unacceptable Waste.

13. **Independent Contractor** Vendor and its subcontractors, if any, shall perform all work under this Agreement as an independent contractor. Vendor and its contractors are not, and shall not be considered, an employee, agent or servant of the City for any purposes under this Agreement or otherwise, neither shall any of City's contractors, employees or agents be nor shall they be considered, employees, agents, subagent or servants of Vendor or its subcontractors for any purpose under this Agreement, or otherwise. Nothing in this Agreement shall be construed as giving either party any duty to supervise or control any acts or omissions of the other party hereto or its officers, agents, employees, representatives or contractors.

14. **Limited License to Enter.** This Agreement provides the City with a license to enter the Transfer Station for the limited purpose of, and only to the extent necessary for, off-loading City Waste at the Transfer Station in the manner directed by Vendor. Except in an emergency, the City's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the City Waste, the City's personnel shall promptly leave the Transfer Station. Under no circumstances shall the City or its personnel engage in any scavenging of waste or other materials at the Transfer Station. Vendor reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Transfer Station, the conduct of the drivers and others on the Transfer Station premises, quantities and sources of waste, and any other matters

necessary or desirable for the safe, legal and efficient operation of the Transfer Station including, but not limited to, speed limits on haul roads imposed by Vendor, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Transfer Station premises. The City and its contractors or subcontractors shall conform to and comply with all such rules and regulations as they may be established and amended from time to time and failure to do so (a) more than once within any thirty (30) day period or (b) once if such failure presents an emergency or immediate risk to life or property, may result in Vendor immediately terminating this Agreement in its sole discretion. Vendor may refuse to accept City Waste from and shall deny an entrance license to, any personnel of the City or any City subcontractor whom Vendor believes is under the influence of alcohol or other chemical substances. The City shall be solely responsible for its employees and subcontractors performing in a safe manner when at the facility of Vendor and in full compliance with all laws, ordinances, rules, permits and regulations, including but not limited to those issued by or relating to the DOT, EPA and OSHA.

15. **Insurance – Vendor** During the term hereof, the parties and each and every of their respective subcontractors performing under this agreement shall maintain sufficient insurance to insure against all risks as is customarily maintained in similar businesses operating in the same vicinity. The coverages maintained by the parties and each and every of their respective subcontractors performing under this Agreement shall meet the following requirements:

Type	Amount
Worker’s Compensation	Statutory
Employer’s Liability	\$500,000.00
Comprehensive General Liability	\$2,000,000.00
Auto Liability	\$2,000,000.00

16. **Indemnification.** Each party to this Agreement agrees to be responsible for the liabilities arising out of their own conduct and the conduct of their officers, employees and agents, including their negligence, willful misconduct, breaches of this Agreement, or violations of law. The City agrees it shall be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of Vendor as to the content of the City Waste, following discovery of Hazardous Waste. The obligations stated in this Section shall survive the termination of this Agreement.

17. **Default** Except as otherwise provided herein, in the event that either party contends that the other has breached a provision of this Agreement, the non-

breaching party shall give written notice of the breach to the breaching party, and demand a cure. In the event that the breach would result in immediate injury to the party making demand, the breaching party shall affect a cure as soon as possible but within not less than two (2) days. In the event of notice of any other breach, the breaching party shall affect a cure within five (5) business days.

In the event that the breaching party fails to affect a cure within the time period set forth above, the non-breaching party shall be entitled to terminate this contract and/or to pursue all other remedies available at law or in equity.

Nothing contained in this Section shall be construed to be a waiver of any remedy available to either party, at law or in equity.

18. **Force Majeure** In the event that either party is rendered unable, wholly or in part, by the occurrence of a Force Majeure to carry out any of its obligations under this Agreement, then that party's obligations, to the extent affected by such occurrence, shall be suspended during the continuance of such inability.

In the event that either party intends to rely upon the occurrence of a Force Majeure to suspend or to modify its obligations, such party shall notify the other party in writing as soon as reasonably possible, setting forth the particular circumstances. Notices shall likewise be given after the effect of such occurrence has ceased.

In the event that because of Force Majeure, either party is unable to perform its obligations hereunder for a period in excess of thirty (30) days, the other party shall be entitled to terminate this Agreement.

19. **Amendments to the Agreement** All provisions of this Agreement shall be strictly complied with and conformed to by the parties and no amendment to this Agreement shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of this Agreement except as specifically provided in such amendment.

20. **Waiver** A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of any provision itself. No payment or acceptance of compensation of any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance unless evidenced in writing. Where the condition to be waived is a material part of this Agreement such that its waiver would affect the

essential bargains of the parties, the waiver must be supported by consideration and take the form of an amendment to this Agreement as provided for in the preceding Section.

21. **Notice** Vendor shall direct all notices and correspondence under this Agreement for the City to:

City of East Ridge
Attn: City Manager
1517 Tombras Avenue
East Ridge, TN 37412

City shall direct all notices and correspondence under this Agreement for to:

City Waste LLC
Attn: District Manager
3105 Freeman Street
Chattanooga, TN 37406

Notices shall be deemed given up seven (7) days from the date postmarked and shall be sent certified mail; return receipt requested, postage prepaid.

22. **Assignment** This Agreement may not be assigned, nor performed in whole or in part by any subcontractor in whole or in part, or any duties delegated except as contemplated hereby, by either party without the prior written consent of the other party, with the giving or withholding of such consent to be wholly and unconditionally within the complete discretion of the party being requested to consent.
23. **Binding Effect** This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
24. **Entire Agreement** This Agreement embodies the entire agreement of the parties as to the subject matter hereof and supersedes any prior oral or written agreements, regarding such subject matter entered into by the parties.
25. **Severability** In the event any provision(s) of this Agreement is/are void, invalid, or unenforceable under any federal, state, regional or local laws, regulations or ordinances, the balance of this Agreement shall remain in full force and effect and binding on the parties hereto.

26. **Choice of Law** This Agreement shall be deemed to have been made in and shall be construed under the laws of the State of Tennessee. Any and all disputes arising under this Agreement shall be decided under Tennessee Law.

CITY OF EAST RIDGE

BY: _____
Mayor

Date

Witness: _____
Title: _____

Date

Vendor: City Waste LLC

BY: _____
Title: _____

Date

Witness: _____
Title: _____

Date

RESOLUTION NO. 3629

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

TO: City Council
FROM: Mark Litchford
DATE: October 8, 2024
RE: Development Agreement – East Ridge Shopping Center G.P.

East Ridge Shopping Center G.P., intends to develop a first-class retail shopping center 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:

3715 Ringgold Road	168D-F-002
3702 Ringgold Road	168E-H-016
3801 Ringgold Road	168D-F-001
3839 Ringgold Road	168D-F-001.01
3806 Ringgold Road	168E-H-019
Old Ringgold Road	168D-J-031

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

RESOLUTION NO. 3629

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

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, East Ridge Shopping Center G.P. (“Developer”), owns or has a contract to acquire the following properties (collectively 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 various reputable retail shopping businesses;

3715 Ringgold Road	168D-F-002
3702 Ringgold Road	168E-H-016
3801 Ringgold Road	168D-F-001
3839 Ringgold Road	168D-F-001.01
3806 Ringgold Road	168E-H-019
Old Ringgold Road	168D-J-031

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

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

WHEREAS, there has been submitted to the Board the proposed form of a Development Agreement Relating to Border Region Retail Tourism Development District (the “Agreement”) between the Board and the Developer pursuant to which the Board would agree to distribute certain of the state sales and use taxes allocable to the Board to Developer

that are attributable solely from retail businesses operating on the Project Property in accordance with the provisions of the Act (“Financial Incentive Package”) to reimburse certain costs of the Project that are eligible to be paid under the Border Region Act; and

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

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

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

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

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

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

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

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

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

5. The officers of the Board are hereby authorized to sign any and all documents necessary to administer all funds allocated to the Board under the Border Region Act, including establishing such accounts as such officers deem appropriate to hold funds allocated to the Board, in accordance with this Resolution.

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

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

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

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

Adopted this _____ day of _____ 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 **EAST RIDGE SHOPPING CENTER G.P.** (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 certain properties in East Ridge, Tennessee, at the following commonly known addresses: (collectively the "Property"):

3715 Ringgold Road	168D-F-002
3702 Ringgold Road	168E-H-016
3801 Ringgold Road	168D-F-001
3839 Ringgold Road	168D-F-001.01
3806 Ringgold Road	168E-H-019
Old Ringgold Road	168D-J-031

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

WHEREAS, the Developer intends to construct 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 various reputable retail shopping businesses; and

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

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

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

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

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

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

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

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

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

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

ARTICLE I INCORPORATION OF RECITALS AND FINDINGS OF IDB

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

Section 1.02 Findings of the IDB. The IDB finds that, when completed, the Project described herein will generate significant sales tax revenues for Hamilton County, the City of East Ridge, and the Hamilton County Board of Education, will generate significant ad valorem property tax revenues for Hamilton County, the City of East Ridge, and the Hamilton County Board of Education, will generate significant sales tax revenue for Hamilton County and the City of East Ridge, and will create multiple employment opportunities. In addition, the IDB further finds that various site development work and improvements as proposed herein will also encourage further future commercial and economic development and/or expansion on properties adjoining and in the vicinity of Project Property and within the Border Region District and said anticipated future development will also generate sales tax revenue and ad valorem property tax revenue and will create employment opportunities. The IDB finds that an

agreement whereby the City and/or the IDB provides incentives or financial support to the Developer to undertake the development of the Project to further enhance and encourage commercial retail development within the Border Region District is consistent with the authorization established pursuant to the Border Regions Act and is appropriate within the purpose, intent and meaning of the Border Regions Act, and is a cost effective and efficient use of the public funds of the City of East Ridge and the IDB. The IDB finds that entering into this Agreement is beneficial to and in the best interests of the City of East Ridge and its citizens and further finds that the transaction described herein is beneficial, from both economic development and other perspectives, to the City of East Ridge.

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III UNDERTAKING DEVELOPMENT AND FINANCIAL INCENTIVES

Section 3.01. Undertaking of Development. The Developer will cause the Project to be constructed and developed on the Project Property as an economic development project within the meaning of the Border Region Act, including without limitation various reputable retail shopping businesses 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 six (6) months following the date of this Agreement with an anticipated completion date of twenty-four (24) 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 Three Hundred Twenty-Three Thousand Five Hundred Five and 00/100 Dollars (\$323,505.00).

i. The Annual Incentive Amount owed to Developer is equal to the following percentages of the Project State Tax Revenues, subject to the base tax revenue as provided herein:

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

c) It is understood that such payments are for the purpose of reimbursing the Developer 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 30th of each year (a "Fiscal Year"), for each and every eligible cost for which the Developer claims reimbursement hereunder and shall update such list from time to time on at least an annual basis as additional costs are incurred at such times as are needed to permit the City and/or the IDB to submit such costs for approval by the Developer with respect to debt incurred to finance costs related to the Project Property; provided that in no event shall the annual interest rate on the debt resulting in any interest expense to be reimbursed exceed the highest lawful rate under applicable state law if other than Tennessee or federal law or if no such other law is applicable, under the Tennessee formula rate (within the meaning of T.C.A. § 47-14-103) at the time such debt was incurred. The Annual Incentive Amount payable to the Developer pursuant to this Agreement shall be payable solely from Project State Tax Revenues allocated to the IDB. The IDB and/or the City will submit the cost certification summaries required by the Border Region Act on an annual basis and shall request a distribution from the State of 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 (3rd) Business Day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below.

If to the Developer to:

Email: _____

If to the IDB to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.19. Payment Obligation Term. The term for the payment obligations as provided in Section 3.03 of this Agreement shall commence only upon the Project having been in operation and generating taxable retail sales for the entirety of a fiscal year defined as July 1 through June 30 of the subsequent year, and continuing 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: [Signature]
Title: Chairperson

STATE OF TENNESSEE :
COUNTY OF HAMILTON :

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared Casey Tuggle 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 21st day of November 2024.



[Signature]
Notary Public

My Commission Expires: 10/16/2027

EAST RIDGE SHOPPING CENTER G.P.

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 **East Ridge Shopping Center G.P.**

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 East Ridge Shopping Center G.P.

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: _____

URBAN STORY VENTURES
INVESTMENT COSTS

• Land Acquisition	\$9 million
• Demolition	1 million
• Renovation	8 million
• New Construction	<u>21 million</u>
TOTAL	\$39 million

OSBORNE CENTER

Fiscal Year	TOTAL - State	Taxable Sales	Border Region Percentage (4.125%)	0.04125	Baseline	Net Total (Border Region - Baseline)	Developer		20%
							Allocation of State Border	City Allocation of State Border	
					Aggregate	80%	20%		
2024	\$1,428,571.00	\$0.00	\$323,505.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2025	\$5,714,286.00	\$0.00	\$323,505.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2026	\$10,000,000.00	\$412,500.00	\$323,505.00	\$88,995.00	\$71,196.00	\$17,799.00			
2027	\$14,285,714.00	\$589,285.70	\$323,505.00	\$265,780.70	\$212,624.56	\$53,156.14			
2028	\$14,857,143.00	\$612,857.15	\$323,505.00	\$289,352.15	\$231,481.72	\$57,870.43			
2029	\$15,451,429.00	\$637,371.45	\$323,505.00	\$313,866.45	\$251,093.16	\$62,773.29			
2030	\$16,069,486.00	\$662,866.30	\$323,505.00	\$339,361.30	\$271,489.04	\$67,872.26			
2031	\$16,712,271.00	\$689,381.18	\$323,505.00	\$365,876.18	\$292,700.94	\$73,175.24			
2032	\$17,380,757.00	\$716,956.23	\$323,505.00	\$393,451.23	\$314,760.98	\$78,690.25			
2033	\$18,075,986.00	\$745,634.42	\$323,505.00	\$422,129.42	\$337,703.54	\$84,425.88			
2034	\$18,799,029.00	\$775,459.95	\$323,505.00	\$451,954.95	\$361,563.96	\$90,390.99			
2035	\$19,550,986.00	\$806,478.17	\$323,505.00	\$482,973.17	\$386,378.54	\$96,594.63			
2036	\$20,333,029.00	\$838,737.45	\$323,505.00	\$515,232.45	\$412,185.96	\$103,046.49			
2037	\$21,146,343.00	\$872,286.55	\$323,505.00	\$548,781.65	\$439,025.32	\$109,756.33			
2038	\$21,992,200.00	\$907,178.25	\$323,505.00	\$583,673.25	\$466,938.60	\$116,734.65			
2039	\$22,871,886.00	\$943,465.30	\$323,505.00	\$619,960.30	\$495,968.24	\$123,992.06			
2040	\$23,786,771.00	\$981,204.30	\$323,505.00	\$657,699.30	\$526,159.44	\$131,539.86			
2041	\$24,738,229.00	\$1,020,451.95	\$323,505.00	\$696,946.95	\$557,557.56	\$139,389.39			
2042	\$25,727,771.00	\$1,061,270.55	\$323,505.00	\$737,765.55	\$590,212.44	\$147,553.11			
2043	\$26,756,871.00	\$1,103,720.93	\$323,505.00	\$780,215.93	\$624,172.74	\$156,043.19			
2044	\$27,827,143.00	\$1,147,869.65	\$323,505.00	\$824,364.65	\$659,491.72	\$164,872.93			
2045	\$28,940,243.00	\$1,193,785.02	\$323,505.00	\$870,280.02	\$696,224.02	\$174,056.00			



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\$2,426,876.82

\$734,424.82
\$774,153.98
\$9,707,507.27

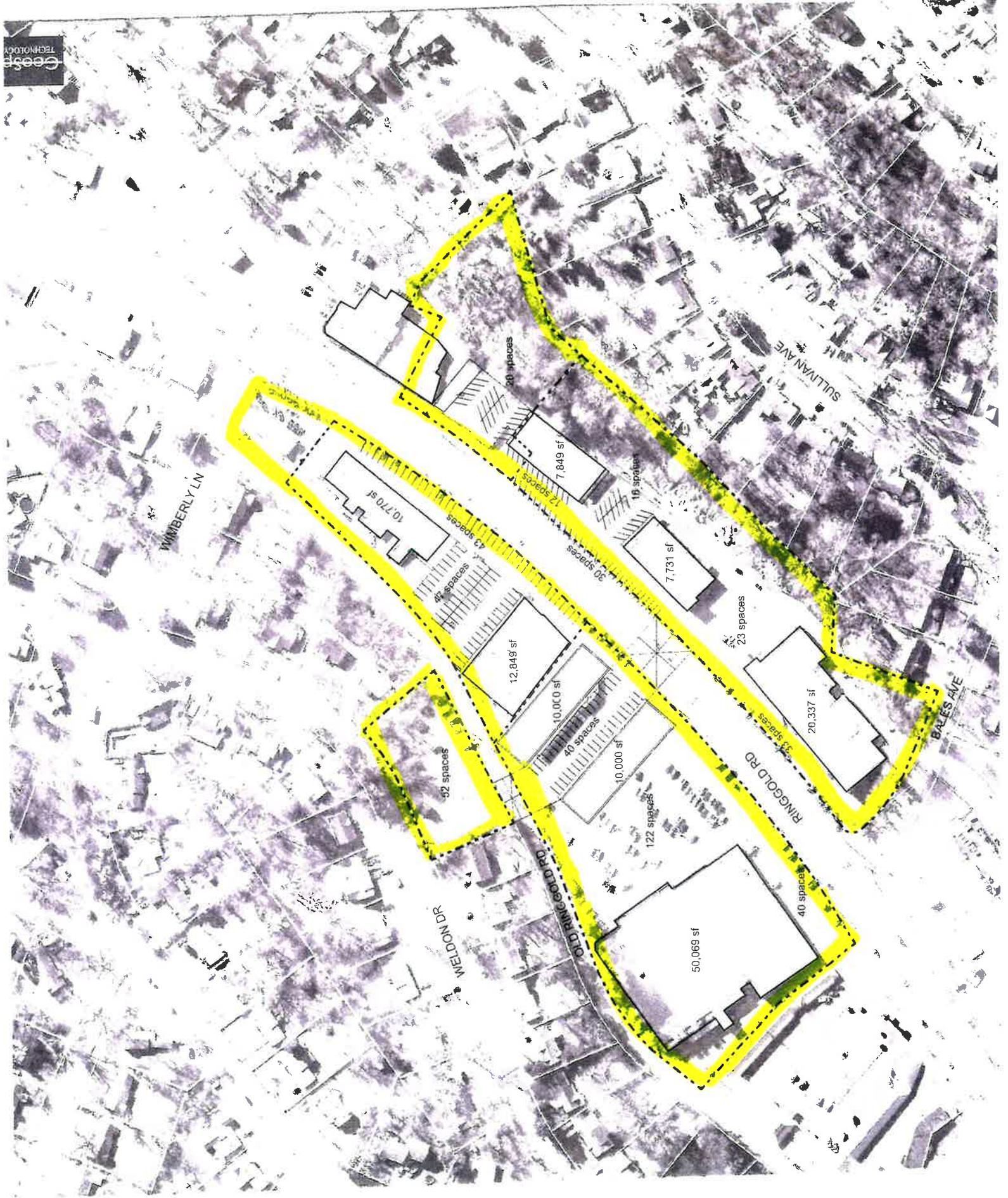
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\$323,505.00
\$323,505.00

\$1,241,536.02
\$1,291,197.43

\$30,097,843.00
\$31,301,757.00
\$473,845,744.00

2046
2047
Total



WIMBERLY LN

SULLIVAN AVE

BALES AVE

RINGGOLD RD

OLD RINGGOLD RD

WELDON DR

10,770 sf

12,849 sf

50,069 sf

20,337 sf

7,731 sf

7,849 sf

52 spaces

40 spaces

122 spaces

33 spaces

40 spaces

43 spaces

48 spaces

30 spaces

10,000 sf

RESOLUTION NO. 3630

AGENDA MEMORANDUM

**PURCHASE OF POLE-MOUNTED SIGNAL CABINET
FOR TRAFFIC CONTROL DEPARTMENT**

December 12, 2024

Submitted by:

Jeff Crowe

Traffic Control Supervisor

SUBJECT: Purchase of One Pole-Mounted Traffic Signal Cabinet

The Traffic Control Department is requesting approval for the purchase of one pole-mounted traffic signal cabinet assembly from Temple Inc. Temple Inc. supplied all signal cabinets for the 2013-2014 traffic signal upgrade on Ringgold Rd., so the new signal cabinet must be compatible with existing cabinets. This will be a direct replacement for any damaged or non-working pole-mounted signal cabinets City-wide and maintain the use of replacement parts currently in stock with the Traffic Control Department. This assembly will be put into inventory for emergency use.

Purchase Price \$15,149.00

Specifications:

8Ø Cabinet Assembly to include:

EPAC3108M62 Controller

MMU2-16LE Monitor

TF4212 Terminal Facility (12 LS positions)

EL704S2 Pole Mount Cabinet Assembly

Detection Card Rack with power supply

(3) ORACLE2E two channel detectors

(12) Load switches

NEMA Flasher

(4) Flash transfer relays

RESOLUTION NO. 3630

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE
TO PURCHASE ONE POLE-MOUNTED TRAFFIC SIGNAL
CABINET ASSEMBLY FROM TEMPLE, INC. TO BE
CONSIDERED AS A SOLE SOURCE PURCHASE**

WHEREAS, the East Ridge Traffic Control Department is recommending the purchase of the of a new pole-mounted traffic signal cabinet assembly from Temple, Inc. to be placed into the Traffic Control inventory in order to maintain replacement parts for emergency use; and

WHEREAS, Temple, Inc, supplied all signal cabinets for the 2013 – 2014 traffic signal upgrade on Ringgold Road, so the new signal cabinet must be compatible with the existing cabinets; and

WHEREAS, the purchase amount of the new traffic signal cabinet assembly from Temple, Inc. is \$15,149.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager, or his designee, is hereby authorized to purchase one pole-mounted traffic signal cabinet assembly from Temple, Inc. to be placed into the Traffic Control inventory in order to maintain replacement parts for emergency use.

BE IT FURTHER RESOLVED that the purchase of the new traffic signal cabinet will be considered a sole source purchase in order for the equipment to be compatible with the City's existing traffic signal cabinets.

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. 3631

AGENDA MEMORANDUM

**LIBRARY BOARD NOMINATION
AND APPOINTMENT**

COUNCILMEMBER TYLER

December 12, 2024

Submitted by:



Janet Middleton, City Recorder

SUBJECT:

The Library Board consists of seven members. The Mayor and each Councilmember nominate one member to the Board, to be approved by the Council. The two remaining positions are open to nominations by the Mayor and entire Council, then approved by the Council.

Board members may serve two (2) consecutive terms and may be reappointed after a minimum three-year break in service.

The term for Kimberly Meyers will expire on December 30, 2024. Ms. Meyers was appointed in November 2023 to fill an unexpired term. The term for the new appointment will be from December 31, 2024 - December 30, 2027. This is Councilmember Tyler's nomination.

RESOLUTION NO. 3631

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE A NOMINATION BY COUNCILMEMBER TYLER TO THE EAST RIDGE LIBRARY BOARD

WHEREAS, the East Ridge Library Board fulfills an important role with regard directing the affairs of the Library; and

WHEREAS, the City Council appoints certain of the citizens to the City of East Ridge Library Board in accordance with City Code, Title 2, Chapter 1, Section 2-101; and

WHEREAS, the term for Kimberly Meyers will expire on December 30, 2024;

WHEREAS, Councilmember Tyler has nominated _____ to serve on the East Ridge Library Board for the term December 31, 2024 – December 30, 2027.

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 Library Board for the term of December 31, 2024 – December 30, 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. 3632

AGENDA MEMORANDUM

**LIBRARY BOARD NOMINATION
AND APPOINTMENT**

COUNCILMEMBER EZELL

December 12, 2024

Submitted by:


Janet Middleton, City Recorder

SUBJECT:

The Library Board consists of seven members. The Mayor and each Councilmember nominate one member to the Board, to be approved by the Council. The two remaining positions are open to nominations by the Mayor and entire Council, then approved by the Council.

Board members may serve two (2) consecutive terms and may be reappointed after a minimum three-year break in service.

The term for Rachel McCrary will expire on December 30, 2024. The term for the new appointment will be from December 31, 2024 - December 30, 2027. This is Councilmember Ezell's nomination.

RESOLUTION NO. 3632

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE A NOMINATION BY COUNCILMEMBER EZELL TO THE EAST RIDGE LIBRARY BOARD

WHEREAS, the East Ridge Library Board fulfills an important role with regard directing the affairs of the Library; and

WHEREAS, the City Council appoints certain of the citizens to the City of East Ridge Library Board in accordance with City Code, Title 2, Chapter 1, Section 2-101; and

WHEREAS, the term for Rachel McCrary will expire on December 30, 2024;

WHEREAS, Councilmember Ezell has nominated _____ to serve on the East Ridge Library Board for the term December 31, 2024 – December 30, 2027.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee hereby approves the nomination of _____, by Councilmember Ezell to the East Ridge Library Board for the term of December 31, 2024 – December 30, 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. 3633

**AGENDA MEMORANDUM
EAST RIDGE ELEMENTARY FEE WAIVER**

DECEMBER 12, 2025

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

SUBJECT:

East Ridge Elementary has requested use of Camp Jordan Arena on Wednesday, May 21, 2025, from 7am-1pm for their 5th grade graduation. The school will also supply help for set up and breakdown of the event. This event falls within our Facility Fee Waiver Policy.

Staff recommends waiving the fees for the Arena in support of East Ridge Elementary Schools graduation.

Attachment

SS

RESOLUTION NO. 3633

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEE FOR USE OF CAMP JORDAN ARENA BY EAST RIDGE ELEMENTARY SCHOOL FOR THEIR FIFTH GRADE GRADUATION

WHEREAS, East Ridge Elementary School will be holding their fifth-grade graduation on Wednesday, May 21, 2025 at Camp Jordan Arena from 7:00 am – 1:00 pm, which allows time for set-up and breakdown of the event; and

WHEREAS, East Ridge Elementary School is requesting that the City waive the fee for use of the Arena for this event.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the fee for use of the Camp Jordan Arena on Wednesday, May 21, 2025 for the East Ridge Elementary School fifth-grade graduation will be waived.

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. 3634

AGENDA MEMORANDUM
INTERLOCAL AGREEMENT POLICE AND FIRE SERVICES
CITY OF EAST RIDGE, TN AND CITY OF RIDGESIDE, TN

December 12, 2024

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The City of East Ridge, TN and the City of Ridgeside, TN entered into two (2) interlocal agreements dated June 24, 2021 for the City of East Ridge (1) to provide police protection services to Ridgeside and (2) to provide fire protection services to Ridgeside.

Pursuant to the “cost of service” section of each agreement, the parties agreed to a four percent (4%) increase in the cost of service for year two (fiscal year July 1, 2022 to June 30, 2023) and a four percent (4%) increase in the cost of service for year three (fiscal year July 1, 2023 to June 30, 2024). There was no provision for a continued increase in the cost of service for fiscal years after June 30, 2024.

Pursuant to the “renewal and termination” section of each agreement “this agreement shall automatically renew for additional one (1) year terms beginning July 1 of each respective term unless notice to terminate is given to the non-terminating party on the giving of such written notice to terminate not less than six (6) months prior to the end of such respective term.”

Since these agreements are automatically renewed every fiscal year and there was no provision for a cost of service increase after June 30, 2024, I worked with the Mayor of the City of Ridgeside in developing addendums to the Police and Fire Interlocal Agreements that employed a four percent (4%) increase for fiscal year July 1, 2024 to June 30, 2025. Said addendums (number 1) were ultimately approved by both governmental entities. I propose that the City initiate similar addendums (number 2) to the Police and Fire Interlocal Agreements and add a four percent (4%) increase for fiscal year July 1, 2025 to June 30, 2026.

For the current fiscal year 2024-2025 (July 1, 2024 to June 30, 2025) the City of Ridgeside is paying the City of East Ridge the amount of \$83,368 for Police services and \$37,901 for Fire services. The updated figures (4%) for fiscal year July 1, 2025 to June 30, 2026 would be \$86,703 for Police services and \$39,417 for Fire services.

My office received the executed addendums from the City of Ridgeside (attached hereto).

Attachments
JSM/

RESOLUTION NO. 3634

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
APPROVING ADDENDUMS TO THE ORIGINAL
INTERLOCAL AGREEMENTS DATED JUNE 24, 2021
FOR THE CITY TO PROVIDE FIRE AND POLICE
SERVICES TO THE CITY OF RIDGESIDE**

WHEREAS, the City of East Ridge approved Interlocal Agreements with the City of Ridgeside on June 24, 2021, to provide fire and police services to the City of Ridgeside; and

WHEREAS, the City of East Ridge and the City of Ridgeside desire to amend the section of both Interlocal Agreements relative to Cost of Service.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the Mayor is authorized to execute the addendums to the Interlocal Agreements for the City to provide Fire and Police Services for the City of Ridgeside to add the following language:

Cost of Service. The City of Ridgeside agrees to pay the City of East Ridge a four percent (4%) increase for year five (5) for continued fire and police services (July 1, 2025 to June 30, 2026).

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 on this _____ day of _____ 2024.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

INTERLOCAL AGREEMENT FOR POLICE SERVICES
ADDENDUM NO. 2

THIS INTERLOCAL AGREEMENT, Addendum No. 2, made, entered, and becoming effective this 12 day of November 2024, by and between the City of East Ridge, Tennessee, and the City of Ridgeside, Tennessee.

WITNESSETH:

WHEREAS, the City of East Ridge and the City of Ridgeside entered into an Interlocal Agreement on June 24, 2021 for the City of East Ridge to provide police protection services to the City of Ridgeside; and

WHEREAS, the City of East Ridge and the City of Ridgeside desire to amend the Interlocal Agreement between the two governmental entities as it relates to the cost of service;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, and pursuant to Section 12-9-108 Tennessee Code Annotated, it is agreed as follows:

Cost of Service. This section is amended to add the language "The City of Ridgeside agrees to pay the City of East Ridge a four percent (4%) increase for year five (5) for continued police services (July 1, 2025 to June 30, 2026)."

All other provisions of the agreement shall remain in full force and effect and are not altered by this addendum.

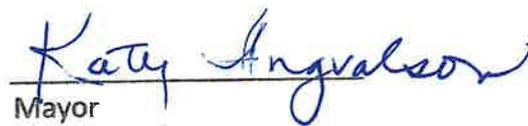
IN WITNESS WHEREOF, the parties have hereunto set their hand.

ATTEST:



City Recorder

CITY OF RIDGESIDE



Mayor

ATTEST:


City Manager

CITY OF EAST RIDGE


Mayor

INTERLOCAL AGREEMENT FOR POLICE SERVICES

THIS INTERLOCAL AGREEMENT, made, entered, and becoming effective this 24th day of June, 2021, by and between the City of East Ridge, Tennessee, and the City of Ridgeside, Tennessee.

WITNESSETH:

WHEREAS, the Mayor and Council Members of the City of Ridgeside are desirous of having police protection services furnished by the City of East Ridge; and

WHEREAS, the City of East Ridge has the facilities and equipment and is willing to provide police services for the City of Ridgeside; and

WHEREAS, it is necessary and appropriate that the parties memorialize their agreement in writing;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, and pursuant to Section 12-9-108 Tennessee Code Annotated, it is agreed as follows:

Services. In consideration of the covenants contained and other provisions of this agreement, the City of East Ridge agrees to provide police services to the City of Ridgeside as follows:

The City of East Ridge Police Department shall enforce all laws of the State of Tennessee and ordinances of the City of Ridgeside which have been duly adopted. The City of Ridgeside shall take all necessary steps, at its own expense, to ensure that enforcement of the above stated laws comply with state law. The City of Ridgeside shall indemnify the City of East Ridge for any damages, costs and expenses.

The City of East Ridge agrees to answer all police calls to the City of Ridgeside and will provide police patrol within the limits and availability of the City of East Ridge Police Department. The patrols will take place twice in each 12-hour shift. The failure to furnish service herein agreed upon, because of weather, road conditions, or the unavailability of such officers and equipment, in connection with the answering of other police calls, shall not be a breach of this agreement. The decision of the Chief of Police of the City of East Ridge or in the event of his unavailability, the City Manager of the City of East Ridge or other police department officer in charge shall be final in such matter.

Loss Limitation. The City of East Ridge shall not be liable to the City of Ridgeside for loss or damage of any kind whatever resulting from any failure by the police department, whether such loss or damage is caused by negligence of the officers, agents, or employees of the City of East Ridge or its police department, or otherwise.

The City of East Ridge will make no claim against the City of Ridgeside on account of loss or damage of property owned by the City of East Ridge while in the police service of the City of Ridgeside and will carry workers compensation or comparable insurance protecting itself against workers compensation claims of its police officers for personal injuries sustained while in the service of the City of Ridgeside.

Indemnification. The City of Ridgeside agrees that it will indemnify and hold the City of East Ridge and its officers and employees harmless and will defend the City of East Ridge, its officers and employees from any and all claims of damages arising out of the performance of police services in the City of Ridgeside. The City of Ridgeside further agrees that all claims made due to City of East Ridge police protection in the City of Ridgeside shall be turned in with the City of Ridgeside's liability policy with the Tennessee Municipal League.

Cost of Service. The City of Ridgeside agrees to pay \$74,114.00 for the above listed police services. To the extent this Agreement is extended, the parties have agreed to a four percent (4.0%) increase for year two (2) and an additional four percent (4.0%) increase for year three (3) for continued police services. Said Cost of Services shall be paid in equal monthly installments beginning on July 1, 2021 and terminate on June 30, 2022, unless renewed as provided herein. If the City of Ridgeside fails to make any such payments, this contract shall be terminated immediately at the City of East Ridge's option upon written notice to the City of Ridgeside. All payments under this contract shall be due by the 5th day of each calendar month. The City of East Ridge will not accept any in-kind payment for services. The City of Ridgeside is free to make any donations it determines but is not so required to do so.

Renewal & Termination. The Term of this Agreement is for One (1) year beginning July 1, 2021 and ending June 30, 2022; provided, however, this Agreement shall automatically renew for additional one (1) year terms beginning July 1 of each respective term unless notice to terminate is given to the non-terminating party on the giving of such written notice to terminate not less than six (6) months prior to the end of such respective Term. Termination may be with or without cause. Notice shall be issued to the following:

To: City of East Ridge
City Manager, City of East Ridge
1517 Tombras Avenue
East Ridge, TN 37412

To: City of Ridgeside
Mayor for City of Ridgeside
P.O. Box 3267
Chattanooga, TN 37404

Effective Date. This contract shall take effect upon the signing by the below respective authorized representatives.

Governing Law. The agreement shall be construed in accordance with the laws of the State of ~~Tennessee~~

Entire Agreement. This is the entire agreement by and between the parties. Any modification or amendment must be in writing signed by all parties hereto.

Attorneys Fees. In the event of default hereunder the non-defaulting party shall be entitled to its reasonable attorneys' fees incurred in the enforcement of this agreement.

Off-Duty Personnel. The City of Ridgeside agrees that for all of its additional supplemental police patrol needs, it will only allow the hiring of off-duty police officers of the City of East Ridge at the then prevailing rate set by the City of East Ridge for such use. The City of Ridgeside can also use security companies in addition to police patrols to supplement security as it deems necessary.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

ATTEST:



City Recorder

CITY OF RIDGESIDE



Mayor

ATTEST:



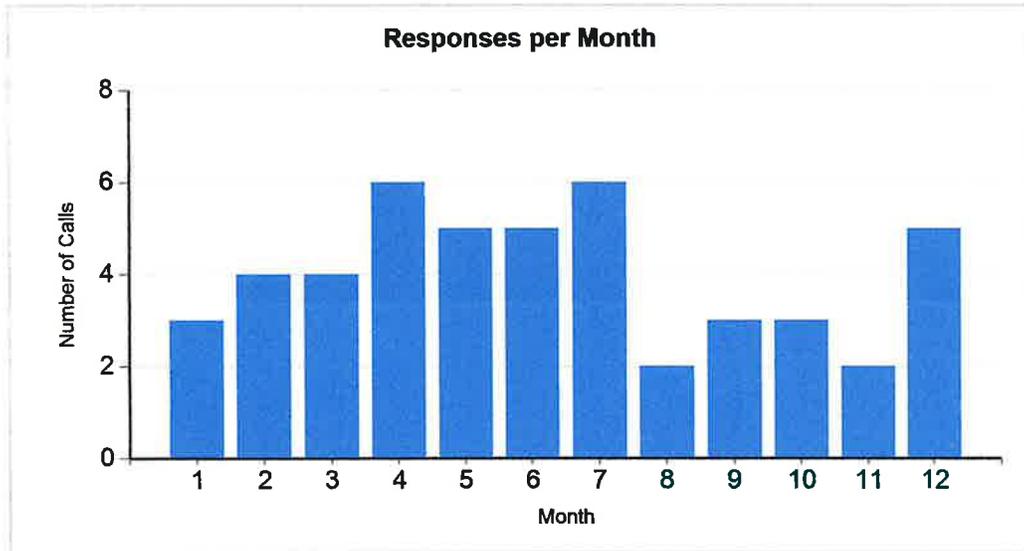
City Manager

CITY OF EAST RIDGE



Mayor

Calls for Service - Ridgeside - 10/23/2023 - 10/23/2024



Month	Problem Type	Response Count
January	ACC2-MVC No Injuries	1
	ALABUR-Alarm Burglar	2
	Total	3
February	ALABUR-Alarm Burglar	1
	ALADIS-Alarm Distress	1
	CITWEL-Well Being Check	1
	MISCOM-Miscellaneous Complaint	1
	Total	4
March	ALABUR-Alarm Burglar	1
	SUSACT-Suspicious Activity	2

March	SUSPER-Suspicious Person	1
	Total	4
April	ACC2-MVC No Injuries	1
	DISPREV-Disorder Prevention	1
	OPEN-Open Door or Window	1
	SUSACT-Suspicious Activity	1
	SUSPER-Suspicious Person	1
	SUSVEH-Suspicious Vehicle	1
	Total	6
May	ACC3-MVC Unknown Injuries	1
	INTOXP-Intoxicated Person	1
	MENTAL-Mentally Disturbed	2
	SUSPER-Suspicious Person	1
	Total	5
June	AUTTHF-Auto Theft	1
	CHEHAZ-Check For A Hazard	1
	SUSPER-Suspicious Person	2
	THEFTV-Theft From a Vehicle	1
	Total	5
July	ACC2-MVC No Injuries	1
	ACCDEL-MVC Delayed	1
	ALABUR-Alarm Burglar	2

July	SUSACT-Suspicious Activity	2
	Total	6
August	ALAVEH-Alarm Vehicle	1
	SUPPL-Supplemental Reports	1
	Total	2
September	ANIMAL-Animal Call	1
	CITWEL-Well Being Check	1
	SHOTS-Shots Fired	1
	Total	3
October	MISCOM-Miscellaneous Complaint	1
	NOISE-Noise Complaint	1
	SHOTS-Shots Fired	1
	Total	3
November	ALADIS-Alarm Distress	1
	SUSVEH-Suspicious Vehicle	1
	Total	2
December	ACC2-MVC No Injuries	1
	ALABUR-Alarm Burglar	1
	BACKF-Backup Fire Unit	1
	SHOTS-Shots Fired	1
	SUSACT-Suspicious Activity	1
	Total	5
Total		48

INTERLOCAL AGREEMENT FOR FIRE SERVICES
ADDENDUM NO. 2

THIS INTERLOCAL AGREEMENT, Addendum No. 2, made, entered, and becoming effective this 12th day of November 2024, by and between the City of East Ridge, Tennessee, and the City of Ridgeside, Tennessee.

WITNESSETH:

WHEREAS, the City of East Ridge and the City of Ridgeside entered into an Interlocal Agreement on June 24, 2021 for the City of East Ridge to provide fire protection and firefighting services to the City of Ridgeside; and

WHEREAS, the City of East Ridge and the City of Ridgeside desire to amend the Interlocal Agreement between the two governmental entities as it relates to the cost of service;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, and pursuant to Section 12-9-108 Tennessee Code Annotated, it is agreed as follows:

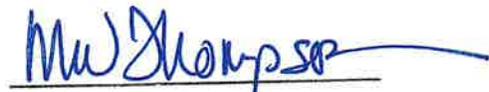
Cost of Service. This section is amended to add the language "The City of Ridgeside agrees to pay the City of East Ridge a four percent (4%) increase for year five (5) for continued fire services (July 1, 2025 to June 30, 2026)."

All other provisions of the agreement shall remain in full force and effect and are not altered by this addendum.

IN WITNESS WHEREOF, the parties have hereunto set their hand.

ATTEST:

CITY OF RIDGESIDE



City Recorder



Mayor

ATTEST:

CITY OF EAST RIDGE

City Manager

Mayor

INTERLOCAL AGREEMENT FOR FIRE SERVICES

THIS INTERLOCAL AGREEMENT, made, entered, and becoming effective this 24th day of June, 2021, by and between the City of East Ridge, Tennessee, and the City of Ridgeside, Tennessee.

WITNESSETH:

WHEREAS, the Mayor and Council Members of the City of Ridgeside are desirous of having fire protection services furnished by the City of East Ridge; and

WHEREAS, the City of East Ridge has the facilities and equipment and is willing to provide fire services for the City of Ridgeside; and

WHEREAS, it is necessary and appropriate that the parties memorialize their agreement in writing;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, and pursuant to Section 12-9-108 Tennessee Code Annotated, it is agreed as follows:

Services. In consideration of the covenants contained and other provisions of this agreement, the City of East Ridge agrees to provide fire services to the City of Ridgeside as follows:

The City of East Ridge Fire Department shall enforce all laws of the State of Tennessee and ordinances of the City of Ridgeside which have been duly adopted. The City of Ridgeside shall take all necessary steps, at its own expense, to ensure that enforcement of the above stated laws comply with state law. The City of Ridgeside shall indemnify the City of East Ridge for any damages, costs and expenses.

The City of East Ridge agrees to answer all fire calls to the City of Ridgeside. The failure to furnish service herein agreed upon, because of weather, road conditions, or the unavailability of such officers and equipment, in connection with the answering of other fire calls, shall not be a breach of this agreement. The decision of the Chief of Fire of the City of East Ridge or in the event of his unavailability, the City Manager of the City of East Ridge or other fire department officer in charge shall be final in such matter.

Loss Limitation. The City of East Ridge shall not be liable to the City of Ridgeside for loss or damage of any kind whatever resulting from any failure by the fire department, whether such loss or damage is caused by negligence of the officers, agents, or employees of the City of East Ridge or its fire department, or otherwise.

The City of East Ridge will make no claim against the City of Ridgeside on account of loss or damage of property owned by the City of East Ridge while in the fire service of the City of Ridgeside and will carry workers compensation or comparable insurance protecting itself against workers compensation claims of its fire officers for personal injuries sustained while in the service of the City of Ridgeside.

Indemnification. The City of Ridgeside agrees that it will indemnify and hold the City of East Ridge and its officers and employees harmless and will defend the City of East Ridge, its officers and employees from any and all claims of damages arising out of the performance of fire services in the City of Ridgeside. The City of Ridgeside further agrees that all claims made due to City of East Ridge fire protection in the City of Ridgeside shall be turned in with the City of Ridgeside's liability policy with the Tennessee Municipal League.

Cost of Service. The City of Ridgeside agrees to pay \$33,694.00 for the above listed fire services. To the extent this Agreement is extended, the parties have agreed to a four percent (4.0%) increase for year two (2) and an additional four percent (4.0%) increase for year three (3) for continued fire services. Said Cost of Services shall be paid in equal monthly installments beginning on July 1, 2021 and terminate on June 30, 2022, unless renewed as provided herein. If the City of Ridgeside fails to make any such payments, this contract shall be terminated immediately at the City of East Ridge's option upon written notice to the City of Ridgeside. All payments under this contract shall be due by the 5th day of each calendar month. The City of East Ridge will not accept any in-kind payment for services. The City of Ridgeside is free to make any donations it determines but is not so required to do so.

Renewal & Termination. The Term of this Agreement is for One (1) year beginning July 1, 2021 and ending June 30, 2022; provided, however, this Agreement shall automatically renew for additional one (1) year terms beginning July 1 of each respective term unless notice to terminate is given to the non-terminating party on the giving of such written notice to terminate not less than six (6) months prior to the end of such respective Term. Termination may be with or without cause. Notice shall be issued to the following:

To: City of East Ridge
City Manager, City of East Ridge
1517 Tombras Avenue
East Ridge, TN 37412

To: City of Ridgeside
Mayor for City of Ridgeside
P.O. Box 3267
Chattanooga, TN 37404

Effective Date. This contract shall take effect upon the signing by the below respective authorized representatives.

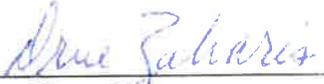
Governing Law. The agreement shall be construed in accordance with the laws of the State of Tennessee.

Entire Agreement. This is the entire agreement by and between the parties. Any modification or amendment must be in writing signed by all parties hereto.

Attorneys Fees. In the event of default hereunder the non-defaulting party shall be entitled to its reasonable attorneys' fees incurred in the enforcement of this agreement.

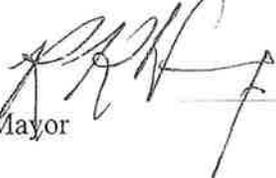
IN WITNESS WHEREOF, the parties have hereunto set their hands.

ATTEST:



City Recorder

CITY OF RIDGESIDE



Mayor

ATTEST:



City Manager

CITY OF EAST RIDGE



Mayor



City of East Ridge

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

FIRE

Mike Williams
Fire Chief

Mr. Miller,

Below is the information related to calls for service to the City Of Ridgeside. This information starts on October 1, 2023 and goes through October 1, 2024.

Incident Date	Incident Type	Location
10/16/2023	Assist Invalid	112 Hilldale Dr.
10/16/2023	Public Service assistance	112 Hilldale Dr.
10/31/2023	Medical Assist	204 Brookwood Dr.
10/31/2023	Natural Gas Leak	201 Windmere Dr.
11/25/2023	False Alarm	121 Hilldale Dr.
12/14/2023	Assist Invalid	112 Hilldale Dr.
12/15/2023	Canceled enroute/Fire Alarm	300 Lynncrest Dr.
12/24/2023	Assist Invalid	112 Hilldale Dr.
12/30/2023	Assist Invalid	112 Hilldale Dr.
1/3/2024	Assist Invalid	112 Hilldale Dr.
1/11/2024	Canceled enroute	122 Shallowford Rd.
1/13/2024	Medical Assist	121 Hilldale Dr.
1/24/2024	Assist Invalid	112 Hilldale Dr.
2/4/2024	Assist Invalid	112 Hilldale Dr.
2/5/2024	Canceled enroute/Fire Alarm	207 Brookwood Dr.
2/28/2024	Assist Invalid	112 Hilldale Dr.
3/13/2024	Assist Invalid	112 Hilldale Dr.
3/15/2024	Assist Invalid	112 Hilldale Dr.
3/23/2024	Assist Invalid	112 Hilldale Dr.
3/28/2024	Assist Invalid	112 Hilldale Dr.
4/19/2024	Assist Invalid	112 Hilldale Dr.
4/21/2024	Medical Assist	112 Hilldale Dr.
4/29/2024	Canceled enroute/Fire Alarm	5 Crescent Park
5/1/2024	Assist Invalid	6 Ridgeside Rd.
5/2/2024	Assist Invalid	112 Hilldale Dr.
5/11/2024	Assist Invalid	112 Hilldale Dr.
5/16/2024	Assist Invalid	112 Hilldale Dr.

Brian Williams
Mayor

Esther Helton- Haynes
Vice-Mayor

Jacky Cagle
Councilmember

David Tyler
Councilmember

Andrea Witt
Councilmember

Scott Miller
City Manager

Incident Date	Incident Type	Location
6/2/2024	Assist Invalid	112 Hilldale Dr.
6/21/2024	Assist Invalid	112 Hilldale Dr.
8/8/2024	Assist Invalid	112 Hilldale Dr.
8/9/2024	Assist Invalid	112 Hilldale Dr.
8/11/2024	Assist Invalid	112 Hilldale Dr.
8/25/2024	Assist Invalid	112 Hilldale Dr.
9/4/2024	Smoke Detector Activation	203 Windmere Dr.
9/12/2024	Medical Assist	121 Hilldale Dr.
9/14/2024	Police matter/ Cancel Fire	111 Windmere Dr.

FIRE RELATED CALLS – 7

EMS RELATED CALLS – 5

ASSIST CITIZEN RELATED CALLS – 24

TOTAL INCIDENTS FOR FIRE RESPONSE - 36

RESOLUTION NO. 3635

AGENDA MEMORANDUM
WATER LINE EXTENSION TO TOWN CENTER
TENNESSEE AMERICAN WATER

December 12, 2024

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

A water main line needs to be extended from an existing water main to the new Town Center building; specifically, 160 feet of 6 inch main from E Ridge Avenue along the road easement of Monroe Street to the City's property line. This extension will be a designated fire line for the new building; as well as serving the Community Center when it is expanded. The cost for the main extension is \$47,327.

Once Tennessee American Water receives the check, they can schedule the construction. After the work is completed, the deposit will be adjusted to reflect actual costs expended, and any monies remaining will be refunded to the City and any overages on the work will be billed to the City.

Attachments

JSM/

RESOLUTION NO. 3635

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
APPROVING AN EXTENSION DEPOSIT AGREEMENT
BETWEEN TENNESSEE AMERICAN WATER AND THE
CITY OF EAST RIDGE FOR THE EXTENSION OF A WATER
LINE TO THE NEW TOWN CENTER**

WHEREAS, the new Town Center Building to be constructed behind City Hall will be in need of water for the facility; and

WHEREAS, ASA Engineering, on behalf of the City, and Tennessee American Water (“TAW”) have worked a proposal that TAW will extend a new six (6) inch water line from East Ridge Avenue east to the property line of the new Town Center Building; and

WHEREAS, the cost of the project will be \$47,327.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager, or his designee, is hereby authorized to execute the attached Extension Deposit Agreement with TAW for the extension of a water line from East Ridge Avenue east to the property line of the new Town Center Building.

BE IT FURTHER RESOLVED that the cost of the project will be \$47,327.00.

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



Tyler Cross, PE
1500 Riverside Drive
Chattanooga, TN 37406
Tyler.Cross@amwater.com

P 423.602-4930
F 423.495.9227

December 4, 2024

Scott Miller – City Manager
City of East Ridge
1517 Tombras Ave.
East Ridge, TN 37412
423.682.0741

RE: East Ridge Pavilion Extension

Mr. Miller,

Regarding your request for the cost of a water main installation for the above project, we have completed our preliminary survey, and it will be necessary to install approximately 160' of 6" main. The estimated cost for the main extension is \$47,327.00.

We will require a check in the amount of \$47,327.00 before we can schedule construction. After the job is completed, we will adjust your deposit to actual costs and refund any money you have remaining or bill you for the additional amount required.

Please sign this letter in the space below indicating your agreement (1) for us to install the water main and (2) to the cost estimate. Return the signed letter back to us for our part of the execution.

Attached is a copy of our Main Extension Agreement, which covers the deposit and refund provision for the water main. Please sign and return the agreement to us. Upon receipt of this agreement, we will have our officers fully execute it and we will return a copy to you for your records.

If you have any questions regarding this matter, please contact me at (423) 771-4713.

Sincerely,

Tyler Cross, PE

I request installation of this hydrant and agree to the estimated cost.

_____, Scott Miller _____(Date)

Enclosures

EXTENSION DEPOSIT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the TENNESSEE-AMERICAN WATER COMPANY, hereinafter called the "WATER COMPANY" and City of East Ridge hereinafter called the "DEPOSITOR."

WHEREAS, the DEPOSITOR desires an extension of the water distribution mains of the WATER COMPANY as hereinafter described.

WITNESSETH:

FIRST: The WATER COMPANY contracts and agrees to lay the water main (s) as shown in red on the diagram which is hereto attached and made a part hereof, which main (s) and described and located as follows:

INSTALL 160' 6" main for pavilion extension

SECOND: It is expressly understood and agreed that if the WATER COMPANY shall be delayed or prevented from installing the water main (s) hereinabove described because of its failure to secure pipe or other necessary construction materials, or for any other causes beyond its control, such failure or delay in performance shall be excused; provided, however, that if such failure or delay in performance shall extend for a period of more than one (1) year from the date hereof, the DEPOSITOR shall have the right to cancel and terminate this Agreement on thirty (30) days' written notice to the WATER COMPANY and thereafter both parties shall be relieved of all duties and obligations arising hereunder. The right to cancel and terminate this Agreement by the DEPOSITOR shall not be revoked, however, if the WATER COMPANY has received the necessary pipe and construction materials and the DEPOSITOR has made the deposit as hereinafter required, in which event the WATER COMPANY shall have the obligation to prosecute diligently the work of installing the water main (s) hereinabove described until said work is completed.

THIRD: The DEPOSITOR hereby agrees to deposit with the WATER COMPANY, upon receipt of written notice from the WATER COMPANY that it is prepared and able to go forward with the work provided in Paragraph FIRST hereof, and amount equal to (a) the estimated number of feet of pipe to be installed multiplied by the estimated Unit Cost Per Foot of Main, plus the estimated cost of all other facilities (excluding public fire hydrants, hydrant laterals, service lines and meters) which the WATER COMPANY shall have determined are required to render adequate service, less (b) a credit equal to the amount produced by multiplying the estimated Unit Cost Per Foot of Main by forty-five (45) and by multiplying this result by the number of Bona Fide Prospective Customers whose premises abut said extension and will be directly connected thereto.

FOURTH: Upon completion of the installation of the water main (s) described in Paragraph FIRST above, or as soon thereafter as may be practicable, the WATER COMPANY shall furnish to the DEPOSITOR a statement of actual cost. In the event that such statement of cost is less than the original estimate of cost, the WATER COMPANY shall promptly return to the DEPOSITOR the difference between such amounts. In the event that such statement of cost exceeds the original estimate of cost, the DEPOSITOR shall promptly make a further deposit with the WATER COMPANY in an amount equal to the difference between such amounts. It is the intent of this paragraph that the DEPOSITOR shall deposit the actual cost to the WATER COMPANY, less the credit provided for in Paragraph THIRD above.

FIFTH: The WATER COMPANY hereby agrees to refund to the DEPOSITOR, during the period of ten (10) years from the actual date of the original deposit hereunder, for each additional Bona Fide Customer for which a service line has been connected to the extension in question an amount equal to the completed actual Unit Cost Per Foot of Main used in calculating the final deposit multiplied by forty-five (45).

SIXTH: The ownership of the water main (s) installed hereunder shall at all times be and remain in the WATER COMPANY, its successors and assigns.

SEVENTH: This Agreement shall be valid and binding on the WATER COMPANY only when executed by its President or a Vice President.

EIGHTH: This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

NINTH: Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to the WATER COMPANY at 9 Wiehl St. Chattanooga, TN 37403 and to
(address of WATER COMPANY)
the DEPOSITOR at 1517 Tombras Ave. East Ridge, TN 37412
(address of DEPOSITOR)

TENTH: This Agreement is entered into pursuant to the legally established Rules and Regulation of the WATER COMPANY, and the words, phrases, and terms hereof are to be understood and interpreted in conformity with said Rules and Regulations, which are hereby incorporated herein by reference.

Executed in duplicate by the parties hereto on the date first above written,

WITNESS:

TENNESSEE AMERICAN WATER COMPANY

_____ By _____
Jon Sparkman – Manager of Engineering

WITNESS:

DEPOSITOR

_____ By _____
Scott Miller – City Manager East Ridge

SUPPLEMENTAL MEMORANDUM

This Supplemental Memorandum is executed by the parties hereto under and pursuant to the provisions of paragraph THIRD of an Extension Deposit Agreement in writing between the parties entered into on the _____ day of _____, 20_____, for the installation by the WATER COMPANY of a certain water main (s) described therein in the paragraph FIRST. It is therefore agreed and stipulated:

The estimated cost of the extension is \$ 47,327.00 Dollars.

Credit is allowed for 0 Bona Fide Prospective Customers at the rate of \$ _____ Dollars each for a total amount of \$ 0.00 Dollars in accordance with paragraph THIRD (b) of the Extension Deposit Agreement.

The amount of deposit received from the DEPOSITOR (S) \$ 47,327.00 Dollars.

The Supplemental Memorandum shall be attached to the original Extension Deposit Agreement.

Dated _____

Date of Deposit

TENNESSEE AMERICAN WATER COMPANY

WITNESS: _____

By _____

Jon Sparkman – Manager of Engineering

WITNESS: _____

DEPOSITOR: _____

Scott Miller – City Manager East Ridge

EXTENSION DEPOSIT
AGREEMENT
BETWEEN

TENNESSEE-AMERICAN
WATER COMPANY

AND

Scott Miller – City Manager
City of East Ridge
1517 Tombras Ave.
East Ridge, TN 37412

DATED

Covering the installation of

INSTALL 160' 6" main for pavilion extension

WBS# - _____



"American Water Proprietary and Confidential"
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 Duplication of this map in whole or part is prohibited without the permission of American Water."
 Tennessee American Water warrants neither the accuracy or suitability of this map for any purpose. The user thereby
 assumes all responsibility and liability for its use."



AGENDA MEMORANDUM
2025 SPRING-SUMMER REC UNIFORM BID

January 9, 2025

Submitted By:

Shawna Skiles _____

Shawna Skiles, Parks and Recreation Director

SUBJECT:

The City of East Ridge will accept sealed bids for the City's Parks and Recreation Spring and Summer 2025 uniforms. Bids will be received by Janet Middleton, City Recorder at East Ridge City Hall, 1517 Tombras Avenue, East Ridge, TN 37412 until 2:30 pm., Wednesday, December 11, 2024, at which time all bids will be opened. Copies of the bid requirements and specifications may be obtained at East Ridge City Hall, Mon – Fri., 8:00 a.m. – 4:30 p.m., except holidays or at www.eastridgetn.gov.

The Parks and Recreation Department will present bids to the City Council on January 9, 2025 for final approval.

SS

AGENDA MEMORANDUM

Easement Agreement

Date: January 9th, 2025

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

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

