

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

**AGENDA  
February 27, 2025  
6:00 pm**

1. Call to Order
2. Invocation
3. Roll Call
4. Consent Agenda:
  - A. Approval of Minutes February 13, 2025 Council Meeting
  - B. Approval of December 2024 Financial Report
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business:
  - A. **ORDINANCE NO. 1215** – AN ORDINANCE OF THE OF THE EAST RIDGE CITY COUNCIL ABANDONING A PORTION OF RIGHT-OF-WAY WITHIN THE 3600 BLOCK AND PART OF THE 3700 BLOCK OF OLD RINGGOLD ROAD, TAX MAP PARCEL ID'S 168D-F-001, 168D-F-001.01, 168D-F-002, 168D-J-031, 168D-J-032, 168D-J-033, 168D-J-034 AND 168D-J-037 (2<sup>nd</sup> and final reading)
9. New Business:
  - A. **ORDINANCE NO. 1216** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND ORDINANCE 1093 IN ORDER TO COMPLY WITH CERTAIN MANDATORY BUILDING CODE(S) AND RULES PROMULGATED BY THE SECRETARY OF THE DEPARTMENT OF COMMERCE AND INSURANCE FOR THE STATE OF TENNESSEE (1<sup>st</sup> reading)
  - B. **RESOLUTION NO. 3651** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE AN ENGAGEMENT LETTER WITH HHM, CERTIFIED PUBLIC ACCOUNTANTS, FOR AUDITING SERVICES FOR FY 2024-2025 AS REQUIRED BY THE STATE OF TENNESSEE AND OTHER REGULATORY AGENCIES

- C. **RESOLUTION NO. 3652** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO A SPONSORSHIP AGREEMENT WITH ACADEMY SPORTS + OUTDOORS
  - D. **RESOLUTION NO. 3653** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ADVERTISE A REQUEST FOR PROPOSALS FOR THE OPERATION OF FOOD AND REFRESHMENT CONCESSION SERVICES FOR THE EAST RIDGE PARKS AND RECREATION DEPARTMENT
  - E. **RESOLUTION NO. 3654** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH BKW PROPERTIES, LLC, RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO
  - F. Discussion of Tentative Agenda Items for the **March 13, 2025** City Council Meeting (see Attachment A)
10. Adjourn

**ATTACHMENT A  
TENTATIVE AGENDA  
March 13, 2025**

**8. Old Business:**

- A. **ORDINANCE NO. 1216** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND ORDINANCE 1093 IN ORDER TO COMPLY WITH CERTAIN MANDATORY BUILDING CODE(S) AND RULES PROMULGATED BY THE SECRETARY OF THE DEPARTMENT OF COMMERCE AND INSURANCE FOR THE STATE OF TENNESSEE (2<sup>nd</sup> and final reading)

**9. New Business:**

- A. **RESOLUTION NO. \_\_\_\_** - Approval for Sound Attenuation System for Animal Shelter
- B. **RESOLUTION NO. \_\_\_\_** - Housing Board Appointment (Councilmember Witt)
- C. **RESOLUTION NO. \_\_\_\_** - Industrial Development Board Appointment (Council Appointment)
- D. **RESOLUTION NO. \_\_\_\_** - Library Board Appointment (Mayor Williams)
- E. **RESOLUTION NO. \_\_\_\_** - Purchase of Radios – Police Dept.
- F. **RESOLUTION NO. \_\_\_\_** - Purchase of Body Cameras – Police Dept.
- G. **RESOLUTION NO. \_\_\_\_** - Purchase of In-Car Radios – Police Dept.
- H. **RESOLUTION NO. \_\_\_\_** - Approval of Name for Town Center
- I. **RESOLUTION NO. \_\_\_\_** - Relocation of Dog Park

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

**February 13, 2025  
6:00 pm**

The East Ridge City Council met pursuant to notice on February 13, at 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Rev. Jeff Banton, Hamilton Life Church, gave the invocation. All joined in the Pledge of Allegiance to the Flag.

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

**Attendance:** fifteen

**Milestone Award** – Andrew Jacks – 20 years

**Consent Agenda:**

- A. Approval of Minutes January 23, 2025 Council Meeting
- B. Approval of November 2024 Financial Report
- C. Declaration of Surplus Property – Fire Department

Vice Mayor Tyler made a motion to approve the consent agenda, second Councilmember Ezell. There being no discussion, Mayor Williams asked for roll call. The vote was unanimous. Motion approved.

**Communication from Citizens:**

Casey Tuggle, 1010 North Sanctuary Road, supports that a person be allowed to sit on two boards, which he does at this time. He feels like if it is changed, it will be harder to find people to serve on board.

Robert Bryant, 5308 Greenbriar, stated that someone in his neighborhood is running an auto shop out of their home. There is loud noise until 10 pm, especially during warm weather. He asked if something could be done.

**Communication from Councilmembers:**

Councilmember Ezell – Nothing currently.

Councilmember Witt – Wishes everyone a Happy Valentines Day.

Councilmember Cagle – Has concerns regarding flooding and speeding on Keeble and Prater and would like for the PD to check on this.

Vice Mayor Tyler – Wishes every on a Happy Valentines Day.

Mayor Williams –

- Wanted to extend sympathy to the family of Randy Carpenter who we lost this week. He took care of concessions for our Parks and Recreation Department.
- Congratulations to City Attorney Litchford for being elected the new President of the Hamilton County Bar Association.
- Mayor Williams had Director Skiles come up and update on all the spring sports that are now open for registration.
- The Library has many events going on this month.

**Communication from City Manager:**

- One of the new Welcome Signs is being installed down at Exit One in front of the Life Care Center.
- Update on the Multi-Purpose Pavilion/Venue site. The corners have been poured, and plumbing is being installed on the corners. The building is taking shape.
- North Mack Smith – Utility work has been completed.

**Old Business:**

**ORDINANCE NO. 1214- AN ORDINANCE TO AMEND ORDINANCE 1132 BY AMENDING SUBPART D AND ADDING A NEW SUBPART 3 TO CHAPTER 2-104 (2<sup>ND</sup> READING).** City Attorney Litchford read on caption. Vice Mayor Tyler made the motion to approve Ordinance 1214, second Councilmember Witt. Councilmember Witt made the motion to amend Ordinance 1214 to allow citizens to serve on two boards instead of one, second Mayor Williams for discussion. After further discussion, Mayor Williams asked for roll call on the amendment. The vote was as follows: Vice Mayor Tyler – No, Councilmember Cagle – No, Councilmember Ezell – No, Councilmember Witt – Yes, Mayor Williams – No. Motion failed. Vice Mayor Tyler then made the motion to amend Ordinance 1214 to amend that this ordinance would go into effect in thirty days: second Councilmember Ezell. Mayor Williams asked for roll call on the amendment. The vote was unanimous. Motion approved. Mayor Williams ask for roll call on Ordinance 1214 as amended. The vote was unanimous. Motion approved.

**New Business:**

**Public Hearing – ORDINANCE NO. 1215 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL ABANDONING A PORTION OF RIGHT-OF-WAY WITHIN THE**

**3600 BLOCK AND PART OF THE 3700 BLOCK OF OLD RINGGOLD ROAD, TAX MAP PARCEL ID'S 168D-F-001.01, 168D-F-001.01, 168D-F-002, 168D-J-031, 168D-J-033, 168D-J-0034 AND 168D-J-037** – City Attorney Litchford read on caption. Mayor Williams opened the public hearing. Chief Building Official Howell explained that Urban Story Ventures, petitioned the Planning Commission to abandon the right-of-way on the above parcels on Old Ringgold Road. This is part of the redevelopment plan for the Osborne Center. Mr. Jimmy White with Urban Story Ventures explained that part of the redevelopment plan was to bring in more green spaces and make it more pedestrian friendly. Overflow parking will also be created on the lot located on the back side of Old Ringgold Road. Tanner Eaton, 4128 Briar Street is in full support of closing this area of Old Ringgold Road. Mayor Williams closed the public hearing.

**ORDINANCE NO. 1215 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL ABANDONING A PORTION OF RIGHT-OF-WAY WITHIN THE 3600 BLOCK AND PART OF THE 3700 BLOCK OF OLD RINGGOLD ROAD, TAX MAP PARCEL ID'S 168D-F-001.01, 168D-F-001.01, 168D-F-002, 168D-J-031, 168D-J-033, 168D-J-0034 AND 168D-J-037 (1<sup>st</sup> Reading)** City Attorney Litchford read on caption. Councilmember Witt made the motion to approve Ordinance 1215, second Vice Mayor Tyler. After some discussion, Mayor Williams asked for roll call. The vote was unanimous. Motion approved.

**RESOLUTION NO. 3646 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING BIDS FOR INFIELD CONDITIONING AND FIELD GRADING AT CAMP JORDAN PARK.** City Attorney Litchford read on caption. Director Skiles stated that on January 15<sup>th</sup>, bids were opened and only one bid was received from River City Athletic Fields for \$22,800.00. This project is a budgeted item. Vice Mayor Tyler made the motion to approve Resolution 3646, second Councilmember Witt. There being no further discussion, Mayor Williams asked for roll call. The vote was unanimous. Motion approved.

**RESOLUTION NO. 3647 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO ALLOW EAST RIDGE HIGH SCHOOL AND EAST RIDGE MIDDLE SCHOOL TO USE ATHLETIC FIELDS AT CAMP JORDAN PARK AND WAIVE THE FEES FOR SUCH USAGE** – City Attorney Litchford read on caption. Director Skiles stated that both the High School and Middle School had asked to use Camp Jordan for their Spring and Fall seasons of 2025. Staff recommends approving the usage of the fields by both schools contingent on field availability at Camp Jordan. Councilmember Witt made the motion to approve Resolution 3647, second Vice Mayor Tyler. There being no further discussion, Mayor Williams asked for roll call. The vote was unanimous. Motion approved.

**RESOLUTION NO. 3648 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN EASEMENT AGREEMENT WITH PARKRIDGE MEDICAL CENTER INC. RELATIVE TO A 35-FT EASEMENT LOCATED AT 1018 YALE STREET, TAX MAP NUMBER 169C-C-001.08** – City Attorney Litchford read on caption. Mr. Litchford explained that this dated back to 2008 when the East Ridge City Council adopted Resolution 2061 authorizing the City to transfer to the Hamilton County Water & Wastewater treatment Authority

(“WWTA”) property located at 1018 Yale Street. On July 10, 2024, a survey plat was recorded in the Hamilton County Register’s office which among other things, established a 35-ft non-exclusive ingress/egress easement along the eastern boundary line of the property for the benefit of Parkridge Medical Center. Vice Mayor Tyler made the motion to approve Resolution 3648, second Councilmember Witt. There being no further discussion, Mayor Williams asked for the roll call. The vote was unanimous. Motion approved.

**RESOLUTION NO. 3649 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE A USE ON REVIEW FOR A VARIANCE TO THE CITY’S SIGN ORDINANCE 1028 TO ALLOW FRAWLEY BAPTIST CHURCH TO INSTALL AN OFF-PREMISE WAYFINDING SIGN TO BE LOCATED WITHIN THE RIGHT-OF-WAY AT THE NORTHWEST CORNER OF RINGGOLD ROAD AND FRAWLEY ROAD** – City Attorney Litchford read on caption. Chief Building Official Howell stated the Frawley Baptist Church asked for an off-premise sign. Councilmember Witt made the motion to approve Resolution 3649, second Vice Mayor Tyler. Councilmember Witt then made the motion to amend the Resolution for the sign to be no larger than 2 feet x 3 feet and cannot be higher than nine feet with support posts being covered. After further discussion, Mayor Williams asked for roll call on the amendment. The vote was unanimous. Motion approved. Mayor Williams then asked for roll call for Resolution 3649 as amended. The vote was unanimous. Motion approved.

**RESOLUTION NO. 3650 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE A CHANGE ORDER REQUEST FROM PILLAR CONSTRUCTION TO CONSTRUCT A NEW ROADWAY TO THE NEW MULTI-PURPOSE FACILITY** – City Attorney Litchford read on caption. City Manager Miller stated the Town Center Project and the Community Center Expansion will require a new roadway to be constructed due to the change in the road alignment. The costs of the new roadway, along with the relocation of sewer line on the north side of the multi-purpose facility, total \$186,690. Vice Mayor Tyler made the motion to approve Resolution 3650, second Councilmember Witt. There being no further discussion, Mayor Williams asked for roll call. The vote was unanimous. Motion approved.

**Discussion of Tentative Agenda Items for the February 13, 2025, City Council Meeting.**

Old Business

- A. ORDINANCE NO. 1215 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL ABANDONING A PORTION OF RIGHT-OF-WAY WITHIN THE 3600 BLOCK AND PART OF THE 3700 BLOCK OF OLD RINGGOLD ROAD, TAX MAP PARCEL ID’S 168D-F-001.01, 168D-F-001.01, 168D-F-002, 168D-J-031, 168D-J-033, 168D-J-0034 AND 168D-J-037 (2<sup>ND</sup> READING) – No discussion.**

New Business

- A. ORDINANCE NO. \_\_\_\_ - Amend ordinance 1093 – 2018 International Energy Conservation Code (IECC).** Chief Building Official Howell stated that this amendment will specifically apply to detached one- or two-family dwellings, townhouses, and any additions to existing one- or two-family dwellings or townhouses that involve thirty square feet or more of interior space.

- B. RESOLUTION NO. \_\_\_\_ - Auditors Contract for the FY 2025 Audit.** Per T.C.A 6-56-105 each city must do an audit each year and that certified public accounting firm must prepare the audit
- C. RESOLUTION NO. \_\_\_\_ - Development agreement between the IDB, the City, and BKW Properties, LLC** – This item is going before the IDB on February 20<sup>th</sup> and if approved, it will be presented to the Council. This is for a new restaurant to be located where Wally’s Restaurant was formerly located.
- D. Discussion of Food Trucks** - Council gave direction to City Manger Miller regarding the Food Truck Ordinance such as specific areas for food trucks to set up. Staff will bring forth a working document for review in a few weeks.
- E. Discussion of Relocating the Dog Park** - City Manager Miller and Chief Uselton have met with acoustic professionals regarding the barking of dogs housed in the kennels in the shelter. They will look at bringing a plan to present to Council at the next meeting.

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

Unaudited		Spent YTD			50.00%	
FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>110</b>						
<b>REVENUES</b>						
31100	Property Taxes	6,657,579	992,139	784,293	11.78%	50.00%
31200	Property Taxes (Delinquent)	500,000	97,201	298,209	59.64%	50.00%
31610	Local Sales Tax - Co. Trustee	4,740,000	1,929,287	1,963,173	41.42%	50.00%
31611	Incremental State Sales Tax	8,597,436	7,397,436	7,902,012	91.91%	50.00%
31710	Wholesale Beer Tax	440,000	204,518	178,430	40.55%	50.00%
31800	State Net Allocation	300,000	31,116	34,681	11.56%	50.00%
31810	Minimum Business Licenses	10,000	2,377	497	10.34%	50.00%
31824	Solicitors Permit	0	90	0	0.00%	50.00%
31827	5% State Commission	30,000	1,453	3,343	5.48%	50.00%
31912	Cable TV Franchise Tax	196,000	49,508	43,026	21.95%	50.00%
31961	Liens Collected by Trustee	25,000	1,887	5,872	23.49%	50.00%
32120	Wrecker Licenses	350	150	100	28.57%	50.00%
32200	Alcoholic Beverage Tax	240,000	115,648	112,840	47.02%	50.00%
32210	Beer Licenses & Etc.	9,500	5,033	5,156	54.27%	50.00%
32220	Liquor Licenses	3,500	1,450	1,550	44.29%	50.00%
32225	Fireworks Fees/Permits	3,000	0	0	0.00%	50.00%
32226	Annual Fireworks Permit Fee	300	0	0	0.00%	50.00%
32227	Vacation Rental Fee	0	0	125	0.00%	50.00%
32610	Building Permits	225,000	48,600	70,213	31.21%	50.00%
32615	Fire Preventions/Permits	1,000	645	1,540	154.00%	50.00%
32620	Electrical Permits	30,000	9,853	12,430	41.43%	50.00%
32630	Plumbing Permits	15,000	7,985	10,376	69.17%	50.00%
32640	Natural Gas Permits	2,000	1,271	470	23.48%	50.00%
32650	Excavating Permits	8,000	7,200	600	7.50%	50.00%
32660	Zoning Permits	3,000	1,750	1,450	48.33%	50.00%
32671	Regular Sign Permits	3,500	2,215	745	21.29%	50.00%
32672	Temporary Sign Permits	300	0	0	0.00%	50.00%
32690	Plan Review Fees	100	0	0	0.00%	50.00%
32691	Tree Trimming Permits	100	30	10	10.00%	50.00%
32905	Other Code Fees	28,000	9,482	3,548	12.67%	50.00%
32960	Yard Sale Permits	200	20	100	50.00%	50.00%
32990	Mechanical Permits	20,000	12,358	9,460	47.30%	50.00%
33191	Appropriation St. of TN	300,000	300,000	300,000	100.00%	50.00%
33410	Police In-Service	37,600	0	0	0.00%	50.00%
33420	Police Bonus Sup.	0	0	30,400	0.00%	50.00%
33430	Fire In-Service	24,800	0	0	0.00%	50.00%
33490	Police Retention	0	0	12,000	0.00%	50.00%
33510	State Sales Tax	2,754,000	1,077,834	1,133,878	41.17%	50.00%
33511	Telecom Sales Tax	5,000	2,033	1,950	39.00%	50.00%
33512	Sportsbetting	38,000	16,569	19,861	52.26%	50.00%
33513	Occupcity Tax	1,500	824	868	57.87%	50.00%
33515	State Tax/Telecom	500	0	1	0.14%	50.00%
33530	State Beer Tax	10,680	5,340	5,089	47.65%	50.00%
33540	State Mixed Drink Tax	110,000	54,076	53,459	48.60%	50.00%
33552	State City Streets	40,565	16,921	16,867	41.58%	50.00%
33591	TVA Gross Receipts	266,004	67,915	67,326	25.31%	50.00%

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%	50.00%
34121	Clerks' Fees - Business Tax	2,000	915	720	36.00%	50.00%
34211	Accident Report Charges	2,000	854	1,070	53.49%	50.00%
34212	DL Reinstatement Fee	2,000	250	985	49.25%	50.00%
34221	Ridgeside Contract	121,268	58,302	60,634	50.00%	50.00%
34231	Police Services	1,000	882	3,311	331.05%	50.00%
34314	Mowing	9,800	0	0	0.00%	50.00%
34500	Donations New Shelter	5,000	2,705	2,560	51.20%	50.00%
34515	Rabies/Spay	500	165	0	0.00%	50.00%
34516	Registration	1,000	676	305	30.50%	50.00%
34517	Adoption	1,500	0	755	50.33%	50.00%
34518	Board & Impound Fees	1,000	140	255	25.50%	50.00%
34520	A/S Donations-Designated	1,000	300	375	37.50%	50.00%
34641	Indoor Soccer Income	188,760	178,310	186,229	65.92%	50.00%
34642	Community Center Income	43,000	27,055	30,102	70.00%	50.00%
34643	Outdoor Soccer Fees	81,320	38,970	44,091	54.22%	50.00%
34644	Baseball Fees	41,550	16,376	10,445	25.14%	50.00%
34645	Softball Fees	28,510	9,360	13,685	48.00%	50.00%
34646	Gate	30,000	19,261	24,494	81.65%	50.00%
34647	McBrien Complex	0	0	0	0.00%	50.00%
34648	Adult League - Softball	30,000	15,715	18,300	61.00%	50.00%
34649	Concerts/Events	10,000	715	6,514	65.14%	50.00%
34651	Arena	145,000	70,522	88,537	61.06%	50.00%
34652	Pavilion Rental	22,000	10,076	10,179	46.27%	50.00%
34653	Track Rental	2,000	32	645	32.25%	50.00%
34654	Field Rental	62,000	32,442	49,317	75.74%	50.00%
34655	Amphitheater	16,000	10,670	7,500	46.88%	50.00%
34656	Concessions	50,000	28,037	47,118	94.24%	50.00%
34657	Overnight - Rv Rental	24,000	8,497	11,997	49.99%	50.00%
34658	Tournament Team Fees	4,000	2,345	1,719	42.98%	50.00%
34712	Sponsorship/Parks & Rec	5,000	2,050	9,880	197.60%	50.00%
34720	Football Gate	5,000	4,939	3,702	74.04%	50.00%
34751	Basketball Gate	20,000	3,038	4,137	20.69%	50.00%
34742	Basketball Player Fees	22,850	16,920	15,578	68.17%	50.00%
34743	Football Player Fees	23,530	12,303	16,170	68.72%	50.00%
34744	Photography	1,200	567	0	0.00%	50.00%
34745	Vending/Concessions	15,000	13,371	3,017	20.11%	50.00%
34746	Cheerleading	2,270	940	2,750	121.15%	50.00%
34747	Rent-Arena Equipment	25,000	13,567	31,626	126.54%	50.00%
34749	Soccer Field Rentals	80,000	42,142	56,594	70.74%	50.00%
34760	Library Charges	1,000	391	651	65.13%	50.00%
34761	Library - Copies	1,000	449	370	36.95%	50.00%
34794	C Center M. Fees	1,000	0	405	40.50%	50.00%
35100	Court Fines & Costs	325,000	137,543	149,331	45.95%	50.00%
35110	Fortfeiture of Bond	0	0	0	0.00%	50.00%
35120	Public Defender Fees	0	0	0	0.00%	50.00%
35150	Diversion Filing	0	0	0	0.00%	50.00%
36100	Interest Earnings	6,500	5,289	19,092	293.73%	50.00%
36211	Rent - Cell Tower	12,925	35,385	6,462	50.00%	50.00%
36310	Sale of Land	0	0	0	0.00%	50.00%
36330	Sale Of Equipment	10,000	0	1,368	13.68%	50.00%
36350	Insurance Recoveries	50,000	41,643	25,735	51.47%	50.00%

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	687	22.90%	50.00%
36902	Damages- Traffic C.	0	0	0	0.00%	50.00%
36903	Christmas Parade	600	595	550	91.67%	50.00%
36905	Police - Sale of Surplus	15,000	15,863	0	0.00%	50.00%
36906	Fire - Sale of Surplus	5,000	766	0	0.00%	50.00%
36990	Miscellaneous Revenues	25,000	2,444	4,398	17.59%	50.00%
36992	Hamilton County	0	0	0	0.00%	50.00%
37200	AHO - Fines/Court Costs	0	0	424	0.00%	50.00%
	Use of Fund Balance	0	1,062,972	2,950,560	0.00%	50.00%
	<b>Total Revenues</b>	<b>27,265,597</b>	<b>14,418,959</b>	<b>17,011,274</b>	<b>43.62%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
41000	General Government	1,410,855	996,743	115,798	79.09%	50.00%
41100	Administrative	1,186,508	489,673	601,449	50.69%	50.00%
41111	City Council	119,117	54,741	57,991	48.68%	50.00%
41210	Municipal Court	430,074	177,271	184,304	42.85%	50.00%
41520	City Attorney	136,875	51,394	48,681	35.57%	50.00%
41800	Buildings & Grounds Maintenance	354,585	132,145	172,763	48.72%	50.00%
41900	City Hall Complex	56,500	24,530	37,395	66.17%	50.00%
42100	Police	2,627,428	1,145,750	1,619,490	61.64%	50.00%
42121	Criminal Investigation	962,325	296,385	509,354	52.93%	50.00%
42123	Patrol	2,728,973	1,432,820	1,622,828	59.47%	50.00%
42125	School Resource	349,475	1,751	132,931	38.04%	50.00%
42125	Traffic Division	356,976	92,039	19,688	5.52%	50.00%
42200	Fire Department	4,532,341	2,042,665	2,743,475	60.53%	50.00%
42400	Building/Planning/Zoning	663,399	379,678	318,711	48.04%	50.00%
43110	Highway And Street	582,500	323,769	268,223	46.05%	50.00%
43120	Traffic Control & Street Markers	310,121	206,270	168,682	54.39%	50.00%
43170	Transfer Station/Brush Pit/Fleet	12,100	6,043	16,584	115.26%	50.00%
44140	Animal Control	375,709	155,460	203,896	54.27%	50.00%
44410	Parks and Recreation	1,169,777	579,385	571,691	48.87%	50.00%
44420	Multi-Purpose Recreation Bldg	324,649	138,290	156,101	48.08%	50.00%
44430	Community Center	302,548	133,637	128,893	42.60%	50.00%
44450	McBrien Complex	1,200	513	881	73.40%	50.00%
44610	Soccer - Recreation	69,400	23,965	59,419	85.62%	50.00%
44620	Soccer - Indoor	108,200	40,404	19,098	17.65%	50.00%
44630	Baseball/Softball	83,400	37,374	34,162	40.96%	50.00%
44640	Football/Cheer	26,550	17,086	8,605	32.41%	50.00%
44650	Adult Softball	39,250	20,598	21,936	55.89%	50.00%
44700	Basketball	29,050	3,874	9,451	32.53%	50.00%
44800	Libraries	296,906	127,680	140,938	47.47%	50.00%
44810	History Museum	560	759	976	174.21%	50.00%
46500	Community Development Programs	10,000	3,863	0	0.00%	50.00%
47200	Economic Development	8,224,869	5,182,540	6,016,880	73.15%	50.00%
49100	Debt Service	106,720	96,013	0	0.00%	50.00%
49400	Capital Projects - Transfer Out	276,657	0	0	0.00%	50.00%
	<b>Total Expenditures</b>	<b>28,265,597</b>	<b>14,418,959</b>	<b>17,011,274</b>	<b>60.18%</b>	<b>50.00%</b>
<b>Total</b>	<b>General Fund</b>		<b>0</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>121 State Street Aid</b>						
<b>REVENUES</b>						
33450	State Grant - TIP Funds	0	223	0	0.00%	50.00%
33460	State Grant - HIP Funds	234,000	11,262	3,752	1.60%	50.00%
33550	2017 Gas Tax Improve	200,000	67,398	86,469	43.23%	50.00%
33551	State Gasoline And Motor Fuel Tax	570,000	246,603	239,179	41.96%	50.00%
33558	City Transport Mod Tax (Electric)	1,000	0	4,051	405.10%	50.00%
36100	Interest Earnings	200	90	15	7.40%	50.00%
36330	Sale of Equipment	0	0	0	0.00%	50.00%
	Use of Fund Balance	294,038	0	0	0.00%	50.00%
	<b>Total Revenues and Other Sourc</b>	<b>1,299,238</b>	<b>325,576</b>	<b>333,466</b>	<b>33.17%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
43190	State Street Aid	2,919,949	148,253	80,880	6.23%	50.00%
	<b>Total Expenditures</b>	<b>1,299,238</b>	<b>148,253</b>	<b>80,880</b>	<b>6.23%</b>	<b>50.00%</b>
<b>Total</b>	<b>State Street Aid Fund</b>	<b>0</b>	<b>177,323</b>	<b>252,587</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>122 Grant Fund</b>						
<b>REVENUES</b>						
33109	CSX Transportation Grant - 2022	0	0	0	0.00%	50.00%
33114	TML Driver Safety Grant	4,000	0	0	0.00%	50.00%
33120	TDOT 2015 Multi Modal Grant	0	0	0	0.00%	50.00%
33425	Aquatic Stream Clean Grant	1,000	0	0	0.00%	50.00%
33493	TML Safety Grant	3,000	0	0	0.00%	50.00%
36100	Interest Earnings	0	1	1	0.00%	50.00%
36420	Police Traffic Safety Grant	0	0	0	0.00%	50.00%
36421	TN AM Grants	0	0	1,000	0.00%	50.00%
36423	Animal Foundation Grants	425	425	0	0.00%	50.00%
36711	Safety Conservation Grant	4,000	0	0	0.00%	50.00%
36920	THS089-Police	0	0	0	0.00%	50.00%
36921	Homeland Security - Police	0	0	0	0.00%	50.00%
36922	Homeland Security - Fire	0	0	0	0.00%	50.00%
36925	Violent Crime Intervention Grant	0	0	0	0.00%	50.00%
	Use of Fund Balance	6,575	73,637	31,893	0.00%	50.00%
	<b>Total Revenues and Other Sourc</b>	<b>19,000</b>	<b>74,063</b>	<b>32,893</b>	<b>0.00%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
43150	Grants	19,000	74,063	32,893	173.12%	50.00%
	<b>Total Expenditures</b>	<b>19,000</b>	<b>74,063</b>	<b>32,893</b>	<b>173.12%</b>	<b>50.00%</b>
<b>Total</b>	<b>Grant Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>127 Drug Fund</b>						
<b>REVENUES</b>						
33197	Federal/State Grants	10,000	6,175	6,789	67.89%	50.00%
33560	Seized/Awarded by State	35,000	23,575	2,100	6.00%	50.00%
35200	Drug Fines	20,000	5,963	2,959	14.80%	50.00%
35400	Sale of Confiscated Property	0	0	0	0.00%	50.00%
36990	Misc. Revenues	0	500	0	0.00%	50.00%
	Use of Fund Balance	139,402	0	30,282	0.00%	50.00%
	<b>Total Revenues and Other Sourc</b>	<b>204,402</b>	<b>36,213</b>	<b>42,131</b>	<b>18.23%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
42129	Drug Investigation and Control	204,402	5,605	42,131	20.61%	50.00%
	<b>Total Expenditures</b>	<b>204,402</b>	<b>5,605</b>	<b>42,131</b>	<b>20.61%</b>	<b>50.00%</b>
<b>Total</b>	<b>Drug Investigation Fund</b>	<b>0</b>	<b>30,608</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>130 Economic Development Fund</b>						
<b>REVENUE</b>						
31611	Inc. Sales Tax (BR)	8,174,869	5,155,927	5,294,688	73.39%	50.00%
33191	Direct App. - State	0	0	0	0.00%	50.00%
36100	Interest Earnings	0	2	3	0.00%	50.00%
	Transfer In	0	0	0	0.00%	50.00%
	Use of Fund Balance	0	0	0	0.00%	50.00%
	<b>Total Revenues and Other Sources</b>	<b>8,174,869</b>	<b>5,155,929</b>	<b>5,294,691</b>	<b>73.39%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
	Economic Development	6,787,697	5,155,927	5,294,688	78.00%	50.00%
	Debt Payment	1,387,172	0	0	0.00%	50.00%
	<b>Total Expenditures</b>	<b>8,174,869</b>	<b>5,155,927</b>	<b>5,294,688</b>	<b>78.00%</b>	<b>50.00%</b>
<b>Total</b>	<b>Economic Development Fund</b>	<b>0</b>	<b>2</b>	<b>3</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>131 Solid Waste Fund</b>						
<b>REVENUES</b>						
33190	FEMA/TEMA 2021	0	0	0	0.00%	50.00%
34415	Delinquent Fees	0	0	8,468	0.00%	50.00%
34416	Sanitation Fees	1,580,200	177,494	183,071	11.59%	50.00%
34418	Extra Cans	1,500	720	780	52.00%	50.00%
34420	Dumpster Rentals	9,000	2,000	3,520	39.11%	50.00%
34422	Recycling - Transfer Station	4,000	2,035	2,380	59.49%	50.00%
34426	Sale Of Mulch	100	0	88	88.00%	50.00%
34430	Refuse Collection And Disposal	2,500	466	437	17.48%	50.00%
36330	Sale of Equipment	0	0	0	0.00%	50.00%
36350	Insurance Recoveries	0	0	0	0.00%	50.00%
	Use of Fund Balance	44,296	922,580	581,178	0.00%	50.00%
	<b>Total Revenues and Other Sourc.</b>	<b>1,641,596</b>	<b>1,105,296</b>	<b>779,922</b>	<b>12.44%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
43200	Solid Waste	1,641,596	1,105,296	779,922	47.51%	50.00%
	<b>Total Expenditures</b>	<b>1,641,596</b>	<b>1,105,296</b>	<b>779,922</b>	<b>47.51%</b>	<b>50.00%</b>
<b>Total</b>	<b>Solid Waste Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>212 Debt Service Fund</b>						
<b>REVENUES</b>						
31920	Room Occupancy Tax	750,000	319,386	427,982	44.14%	50.00%
36100	Interest Earnings	50,000	52,060	57,606	64.21%	50.00%
37940	Transfer In	1,731,833	329,480	0	0.00%	50.00%
	Use of Fund Balance	0	133,278	572,318	0.00%	50.00%
	<b>Total Revenues and Other Sources</b>	<b>2,531,833</b>	<b>834,204</b>	<b>1,057,906</b>	<b>14.34%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
49111	Camp Jordan - Phase Two - 2020	144,525	125,282	126,948	87.84%	50.00%
49114	Refunding Bond Issue - 2021	681,963	88,381	78,481	11.51%	50.00%
49300	Series 2022 Bond Issue	725,717	398,033	479,503	66.07%	50.00%
49310	2015 - Exit One/Capital Projects	206,813	66,938	65,906	31.87%	50.00%
49320	Capital Projects - Series 2024	0	0	151,311	0.00%	50.00%
49410	Public Safety Capital Outlay Note	0	0	0	0.00%	50.00%
49411	Public Safety Capital Outlay Note	0	0	0	0.00%	50.00%
49412	Public Safety - Lease Purchase	43,795	0	0	0.00%	50.00%
49413	Public Safety - Capital Outlay Note	105,508	102,041	102,227	96.89%	50.00%
49414	Public Safety - Lease Purchase	53,530	53,530	53,530	100.00%	50.00%
	<b>Total Expenditures</b>	<b>1,961,851</b>	<b>834,204</b>	<b>1,057,906</b>	<b>53.92%</b>	<b>50.00%</b>
<b>Total</b>	<b>TML Loan Fund</b>	<b>569,982</b>	<b>0</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>341 Capital Improvement Fund</b>						
<b>REVENUES</b>						
33113	LPRF 2024 - C. CENTER	0	0	27,550	0.00%	50.00%
33120	2015 Multi Modal	0	0	0	0.00%	50.00%
36100	Interest	0	0	159,616	0.00%	50.00%
36421	TN Am Water Grant	0	0	0	0.00%	50.00%
36915	Bond Proceeds	12,000,000	1,448,554	762,613	6.36%	50.00%
36990	Misc. Revenues	0	0	0	0.00%	50.00%
36992	Hamilton County	1,000,000	0	0	0.00%	50.00%
37940	Operating Transfers - Other Funds	276,657	0	0	0.00%	50.00%
	Use of Fund Balance	176,319	829,814	1,537,861	0.00%	50.00%
	<b>Total Revenues and Other Sourc</b>	<b>13,452,976</b>	<b>2,278,369</b>	<b>2,487,641</b>	<b>7.15%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
41100	Administrative	0	0	4,817	0.00%	50.00%
41800	Bldg/Grounds Maint.	400,000	188,196	160,698	40.17%	50.00%
41900	City Hall Complex	0	0	15,497	0.00%	50.00%
41920	Multi Purpose Pavillion	6,000,000	17,619	300,488	5.01%	50.00%
43110	Multi Modal Project	0	1,701,910	436,810	0.00%	50.00%
43121	N. Mack Smith	4,500,000	175,668	83,932	1.87%	50.00%
43122	Resurfacing Projects	937,976	1,800	0	0.00%	50.00%
43126	Spring Creek Project	0	0	64,789	0.00%	50.00%
44410	Parks & Recreation	1,440,000	0	1,287,449	89.41%	50.00%
44421	Splash Pad/Playground	0	0	0	0.00%	50.00%
44423	Dog Park - Town Center	0	0	0	0.00%	50.00%
44424	Animal Shelter Building	0	140,643	0	0.00%	50.00%
44425	Dickert Pond Pier	0	32,622	9,957	0.00%	50.00%
44426	Fuel Tank-Public Safety	125,000	0	0	0.00%	50.00%
44430	C Center Upgrad	0	0	99,733	0.00%	50.00%
44450	McBrien Complex	0	0	7,500	0.00%	50.00%
46511	Community Development	50,000	20,000	15,971	11.94%	50.00%
	<b>Total Expenditures</b>	<b>13,452,976</b>	<b>2,278,458</b>	<b>2,487,641</b>	<b>31.94%</b>	<b>50.00%</b>
<b>Total</b>	<b>Capital Projects Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>410 ARPA Fund</b>						
<b>REVENUES</b>						
37940	Transfer In	0	0	0	0.00%	50.00%
	Use of Fund Balance	436,171	290,266	879,564	0.00%	50.00%
	<b>Total Revenues and Other Sourc</b>	<b>436,171</b>	<b>290,266</b>	<b>879,564</b>	<b>0.00%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
44424	Animal Shelter Facility	0	0	879,564	0.00%	50.00%
46490	Stormwater Projects - Ringgold Ro:	436,171	290,266	0	0.00%	50.00%
	<b>Total Expenditures</b>	<b>436,171</b>	<b>290,266</b>	<b>879,564</b>	<b>191.77%</b>	<b>50.00%</b>
<b>Total</b>	<b>Capital Projects Fund</b>	<b>0</b>	<b>0</b>	<b>2,262,628</b>		

**ORDINANCE NO. 1215**

**AGENDA MEMORANDUM**

**Road Abandonment**

**Date: February 13<sup>th</sup>, 2025**

Submitted by:

  
Michael Howell, Chief Building Official

**SUBJECT:**

Brad Shumpert with Urban Story Ventures, petitioned the East Ridge planning commission to abandon the right of way within the 3600 block and a part of the 3700 block of Old Ringgold Road (Tax Map Parcel ID's 168D- F-001, 168D-F-001.01, 168D-F-002, 168D-J-031, 168D-J-032, 168D-J-033, 168D-J-034 and 168D-J-037.)

The proposed abandonment of Old Ringgold Road is approximately 682.79 feet in length and 30 feet in width.

This request is part of the redevelopment plan for the Osbourn Shopping Center creating a paved public walkway, providing easy access for pedestrians to various dining and retail options.

The East Ridge Planning Commission has approved the request, and Brad Shumpert is now seeking to move the abandonment proposal forward to the City Council for review and approval.

**ORDINANCE NO. 1215**

**AN ORDINANCE OF THE OF THE EAST RIDGE CITY COUNCIL  
ABANDONING A PORTION OF RIGHT-OF-WAY WITHIN THE  
3600 BLOCK AND PART OF THE 3700 BLOCK OF OLD  
RINGGOLD ROAD, TAX MAP PARCEL ID'S 168D-F-001, 168D-F-  
001.01, 168D-F-002, 168D-J- 031, 168D-J-032, 168D-J-033, 168D-J-034  
AND 168D-J-037**

**WHEREAS**, Section 2.15 of the Corporate Powers of the East Ridge City Charter empowers the City of East Ridge to establish, open, relocate, and vacate real property, including public streets, public sidewalks, and public alleys; and

**WHEREAS**, the Applicant, Brad Shumpert representing Urban Story Ventures, has submitted an application for abandonment to the Hamilton County Regional Planning Agency in accordance with T.C.A. §13-4-104 for mandatory referral related to the following properties:

**TAX MAP PARCEL ID'S 168D-F-001, 168D-F-001.01, 168D-F-002,  
168D-J- 031, 168D-J-032, 168D-J-033, 168D-J-034 AND 168D-J-037**

**WHEREAS**, the portion of the right-of-way to be abandoned is attached hereto as Exhibit A; and

**WHEREAS**, the East Ridge Planning Commission held a public hearing on this matter on January 15, 2025 where it reviewed the Applicant's application and heard and considered all statements concerning the petition; and

**WHEREAS**, after conducting and closing the public hearing, the Commission voted to recommend approval of the application to the City Council; and

**WHEREAS**, it has been properly advertised in a paper of general circulation in the City of East Ridge that an application has been submitted to the City Council of the City of East Ridge to abandon a right-of-way located in the 3600 block and part of the 3700 block of Old Ringgold Road as depicted in Exhibit A; 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 in accordance with applicable law; and

**WHEREAS**, the East Ridge City Council held a public hearing on February 13, 2025 at which time all interested parties were given an opportunity to be heard; and

**WHEREAS**, the City Council, after consideration of recommendations of the RPA staff are of the opinion that it is proper, necessary and in the best interests of the health, safety, morals and general welfare of the City to abandon the right-of-way in the 3600 block and part of the

3700 block of Old Ringgold Road as reviewed and approved by the Planning Commission and to transfer the unrestricted title and use of the abandoned portion to Urban Story Ventures.

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

Section 1. That the right-of-way located in the 3600 block and part of the 3700 block of Old Ringgold Road as depicted in Exhibit A hereto is abandoned and the City does henceforth abandon, relinquish, and quitclaim any and all title it may have, either legal or equitable, in the underlying right-of-way to Urban Story Ventures, TAX MAP PARCEL ID'S 168D-F-001, 168D-F-001.01, 168D-F-002, 168D-J-031, 168D-J-032, 168D-J-033, 168D-J-034 AND 168D-J-037

Section 2. The Mayor is hereby authorized to execute any and all deeds, documents, or agreements to transfer the said underlying right-of-way in accordance herewith, subject to the review and approval of the City Attorney.

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

Passed on First Reading \_\_\_\_\_, 2025

Passed on Second Reading \_\_\_\_\_, 2025

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

ATTEST:

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

APPROVED AS TO FORM:

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



## Closure/Abandonment Application Form

<b>CASE NUMBER: MR 2025-0013</b>				<b>Date Submitted: 1/18/2024</b>			
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist, if needed</i>							
<b>1 Applicant Request (Mandatory Referral per TCA 13-4-104)</b>							
<b>Closure/Abandonment</b>		<input type="checkbox"/> Alley	<input checked="" type="checkbox"/> Street	<input type="checkbox"/> Other			
<input checked="" type="checkbox"/> Open		<input type="checkbox"/> Unopened	<input checked="" type="checkbox"/> Improved	<input type="checkbox"/> Unimproved			
<b>2 Property Information</b>							
Closure area 20,483 sq ft		Length/Width: 682.79 x 30		Beginning: NE Corner 168D-F-001.01		Ending: 75' NW of NW corner 168D-F-001	
Block ranges of closure: The 3600 blk and part of the 3700 blk of Old Ringgold Rd				Tax map parcels: 168D-F-001, 001.01, 002 168D-J-031 thru 034, 037			
<b>3 Proposed Development</b>							
Reason for Request and/or Proposed Use:		Mixed use commercial hub promenade. Easy walkable access to dining and retailers					
<b>4 Site Characteristics</b>							
Current Zoning:		C-2, Convenience Commercial					
Current Use:		Right of way					
<b>5 Applicant Information</b>							
Name: Brad Shumpert of Urban Story Ventures							
Address (street, city state, zip): 735 Broad St, Suite 600, Chattanooga, TN 37402							
Phone: (870) 243-4378				Email: brad.shumpert@urbanstoryventures.com			
Primary Contact (if different than applicant information):							
Address (street, city state, zip):							
Phone:				Email:			
← If the Applicants Information is the same as the Property Owners, please check the box to the left.							
<b>6 Property Owner Information</b> <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: James K. White III with East Ridge Shopping Center, GP							
Address (street, city state, zip): P. O. Box 1678, Chattanooga, TN 37402							
Phone: 561-632-1265				Email: jimmy.white@urbanstoriesventures.com			
<b>7 Applicant Signature and Consent</b>							
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: _____						Date: _____	
<b>Office Use Only:</b>							
<b>Checklist</b>							
<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: \$350		<input type="checkbox"/>	Cash		<input checked="" type="checkbox"/>	Credit
<input checked="" type="checkbox"/>	Notice signs		Number of notice signs: 2				
Municipality: East Ridge			Planning District: 6			Neighborhood: None	
County Commission District: 8				City Council District: 0			
PC meeting date: East Ridge				Application processed by: Jennifer Ware			
Staff Recommendation :		PC Action/Date:			Legislative Action/Date/Ordinance:		

The width of the R.O.W. is 30' wide. There is WWTA sewer in the R.O.W., but it is unclear if any other utilities are present. A sewer easement will need to be provided.

The R.O.W. is currently open to traffic; potential for future use is limited. All adjacent properties have access from either Ringgold Road or Weldon Drive; alternative bypass streets are already available if needed. Parking is provided on-site.

The R.O.W. contains a two lane asphalt street, no curb, and no sidewalk, and the pavement condition appears to be good. The topography/grade does not impede the potential of a right-of-way for vehicles, bicycles, or pedestrians, and the closure and abandonment will not landlock any property.

Due to the location of the street in the overall grid, no replacement should be needed. This R.O.W. provides limited utility. No parcels have their primary frontage along the right-of-way; Ringgold Road provides more direct vehicular and pedestrian access.

Southeast real estate development group Urban Story Ventures is redeveloping "Tennessee's First Shopping Center," which sits on a 13-acre property stretching across both sides of the high-traffic secondary road Ringgold Road. The developer, known for restoring properties that have seen better days and reimagining properties for their highest and best use, has a strategic site plan to transform this up-and-coming high traffic area into a vibrant mixed-use commercial hub. Examples of prospective tenants include regional clothing and household goods retailers, national sports and fitness centers, trending family entertainment complexes, and a variety of restaurants and bars. When identifying infrastructure needs to carry out the vision of breathing new life into the area and bringing in new patrons and businesses, the development team saw real opportunity in converting the use of Old Ringgold Road, a lesser-traveled road that runs parallel to Ringgold Road. The new site plan recommends the City abandon the right of way, as identified in Exhibit F, to convert the street into a promenade, where patrons can shop, eat, drink, and visit the new hub with easy access to new restaurants and retailers in a safe, comfortable, and relaxing environment. Think of streets that are pedestrian and bike friendly, streets that are lined with outdoor patios and shops to draw in locals and visitors, and areas that are activated year-round. The developer envisions collaborating with both the City of East Ridge on identifying areas of opportunity for activation. Abandoning the right of way on Old Ringgold Road in the identified area will be another step forward in revitalizing this new hot spot.

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

**CASE NUMBER:** MR2025-0013

**PROPERTY OWNER:** James K. White,  
East Ridge Shopping Center, GP

**APPLICANT:** Brad Shumpert, Urban  
Story Ventures

**JURISDICTION:** East Ridge

**PROPERTY ADDRESS:** 3600 block and  
part of the 3700 block of Old Ringgold  
Road

**TAX MAP PARCEL ID:** 168D-F-001,  
001.01, 002 168D-J-031 thru 034, 037

**SUMMARY OF REQUEST:** Requesting the abandonment of a right-of-way for a mixed-use hub promenade with easy walkable access to dining and retailers.

**PROPERTY DESCRIPTION**

**ROAD STATUS**

Opened

**IMPROVEMENT STATUS**

Improved

**R.O.W DIMENSIONS**

682.79' x 30'

**LOCATION**

Beginning at the NE corner of Tax Map  
168D-F-001.01 and ending 75' NW of  
the NW corner of Tax Map 168D-F-001

**NATURAL RESOURCES**

N/A

**PRESENCE OF UTILITIES**

There is a WWTA sewer in the R-O-W  
but it is not known if there are any  
utilities present. A sewer easement will  
need to be provided if the R-O-W  
abandonment is approved.

**ZONING, REGULATIONS & POLICIES**

**ZONING HISTORY**

- The R-O-W is zoned R-1 and C-2.
- Case 1995-0091 rezoned the subject property from C-2 to C-6 (Ordinance #590).

**REGULATIONS**

Tennessee Code Annotated (13-4-104) requires the Planning Commission to review the widening, narrowing, relocation, vacation, change in use, acceptance, acquisition, sale or lease of any street or public way, ground, place, property or structure within municipalities.

**OTHER DEPARTMENT COMMENTS**

No other department provided comments for this case.

**DISCUSSION OF STAFF RECOMMENDATION**

Yes    No    See Comments

**THE R-O-W PROVIDES EXISTING OR POTENTIAL SERVICE OR ACCESS TO ADJACENT PROPERTIES**

The right-of-way is open and paved. It provides rear access to multiple commercial buildings that front Ringgold Road and their associated parking lots. It also provides service for delivery and dumpster trucks to access the back of the buildings.

Yes    No    See Comments

**THE CLOSURE WILL NOT LAND-LOCK ANY PROPERTY**

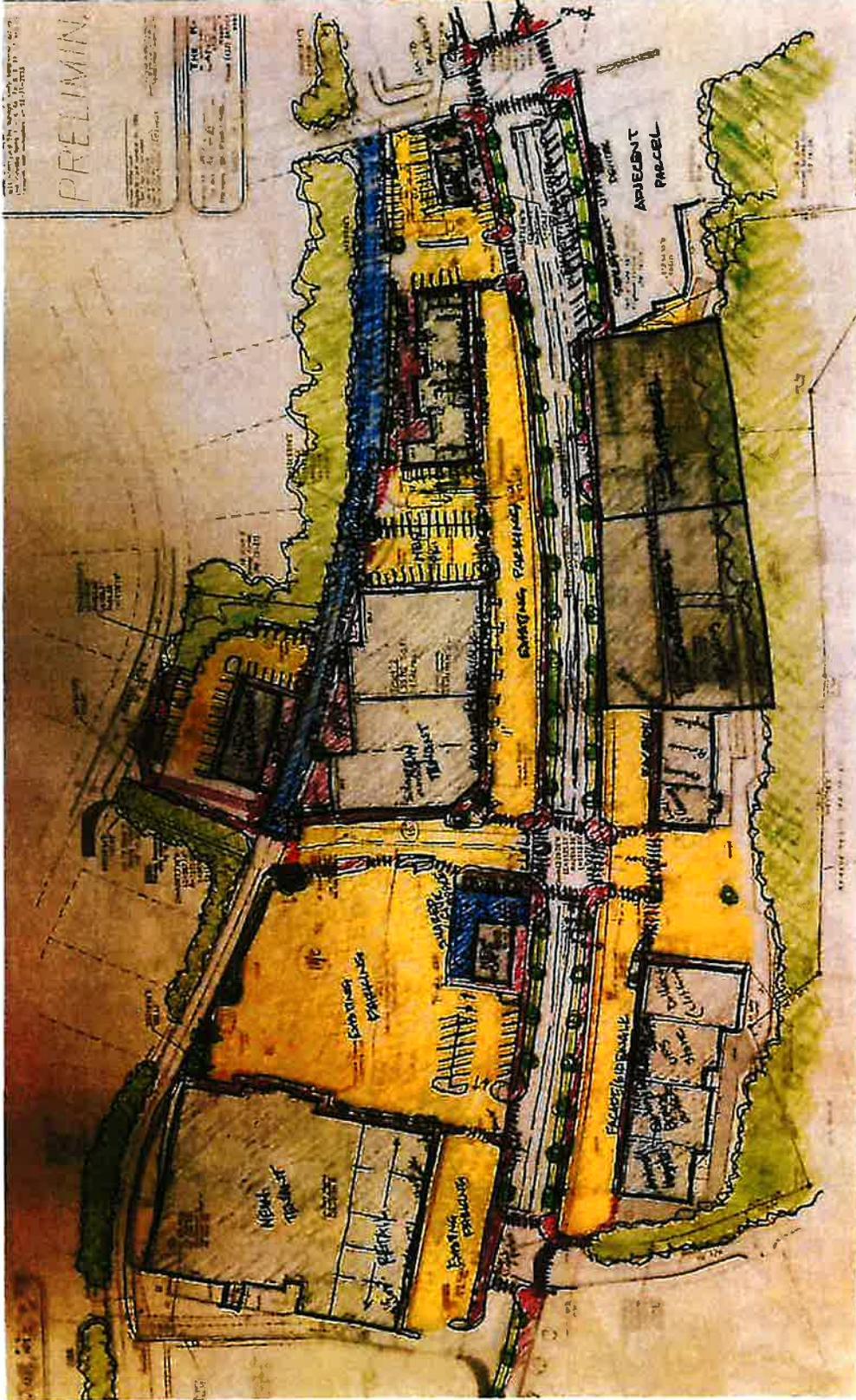
All adjacent properties have frontage along Ringgold Road, Wimberly Lane, or Weldon Drive.

Yes    No    See Comments

**TOPOGRAPHY, GRADE OR OTHER NATURAL RESOURCES ON SITE**

There are no steep slopes or floodplain in the right-of-way.

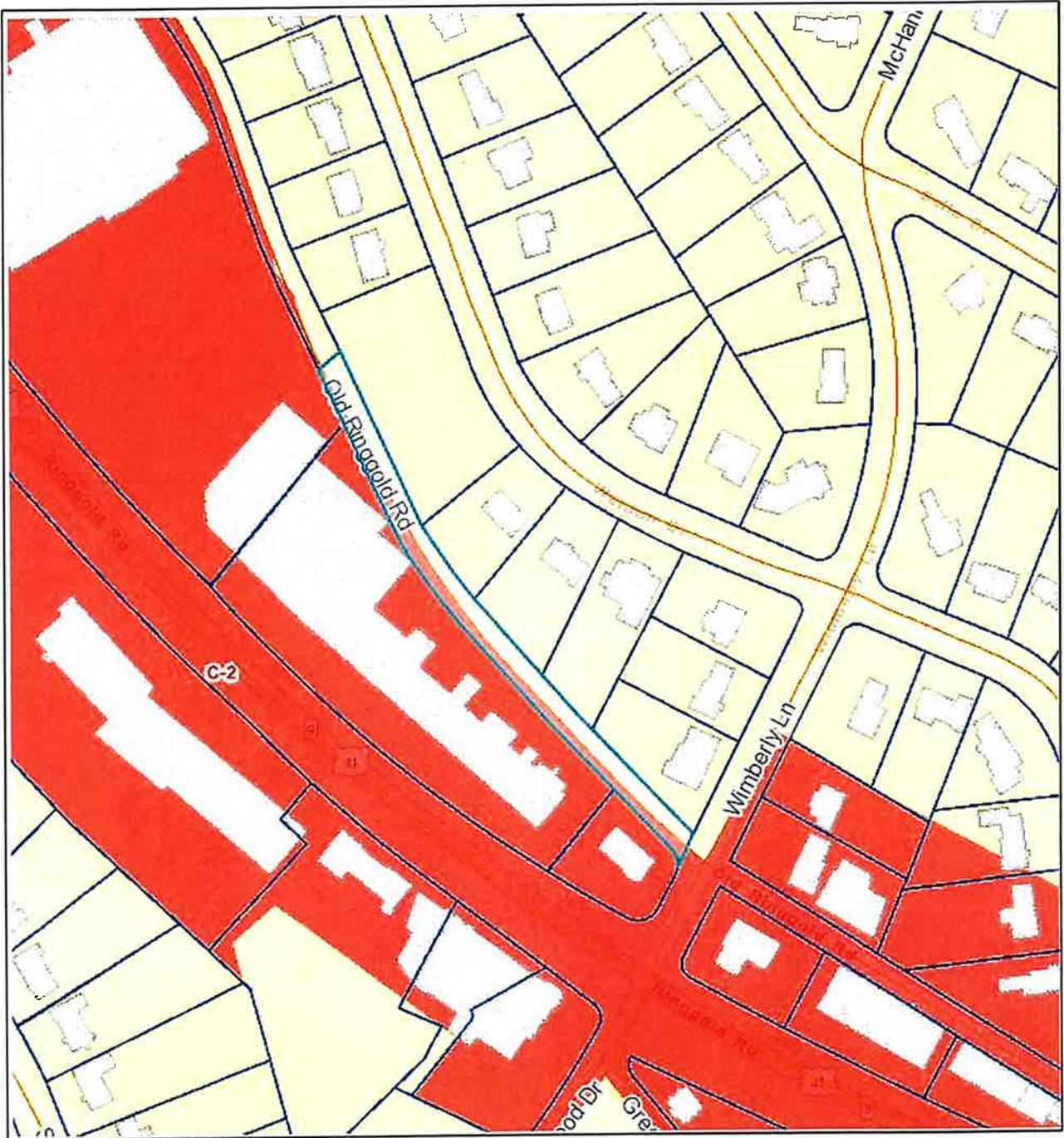




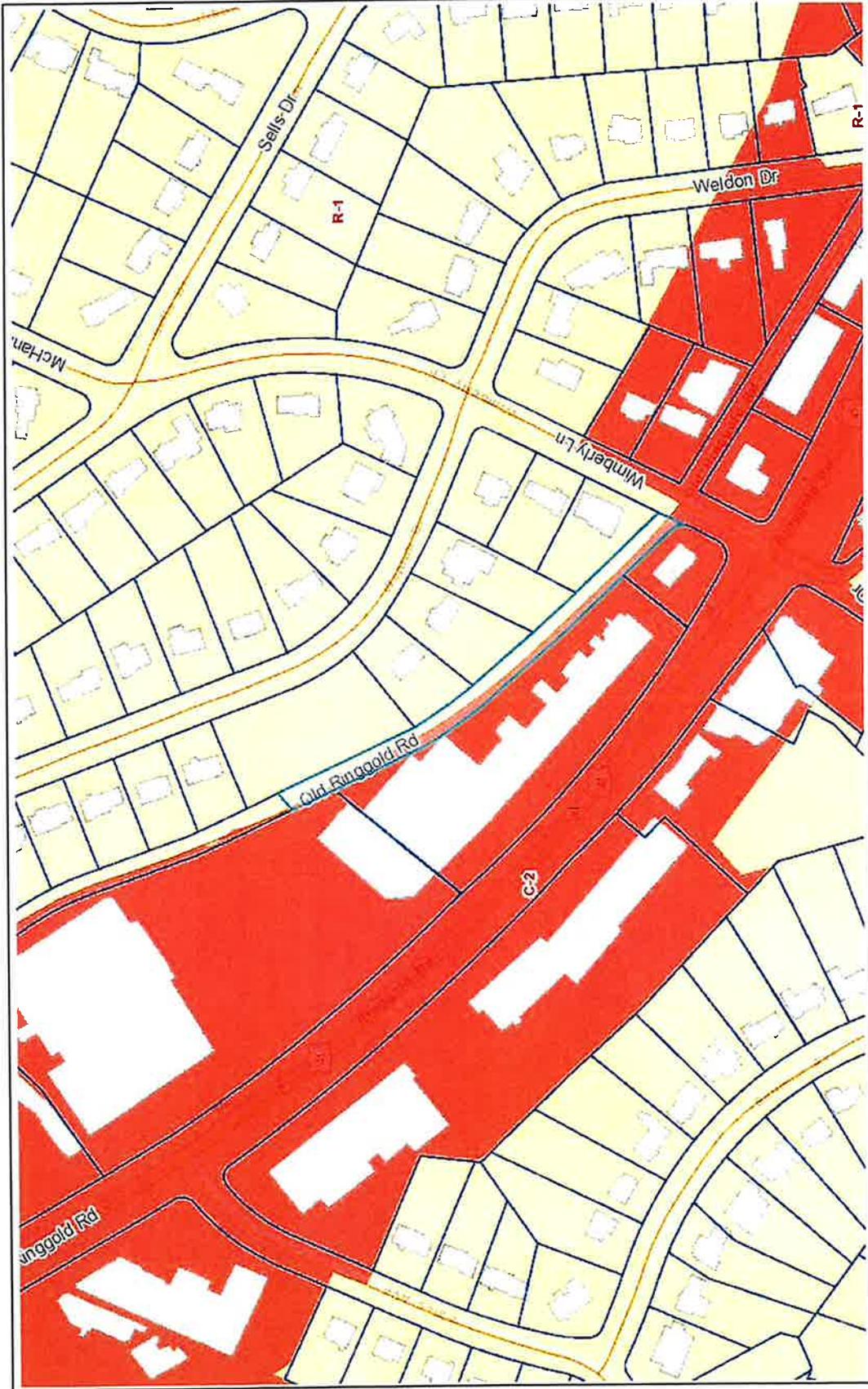
tinker ma

Parcel #	Address	Property Owner	Deed Book/Page
168D F 001	3801 Ringgold Rd, Chattanooga, TN 37412	East Ridge Shopping Center, GP	13345 / 322
168D F 001.01	3839 Ringgold Rd, Chattanooga, TN 37412	East Ridge Shopping Center, GP	13345 / 322
168D J 031	Old Ringgold Rd, Chattanooga, TN 37412	East Ridge Shopping Center, GP	13345 / 322
168D J 032	3634 Weldon Dr, Chattanooga, TN 37412	Oliver, James II & Jama	11944 / 660
168D J 033	3636 Weldon Dr, Chattanooga, TN 37412	Stateline Properties, LLC	9829 / 469
168D J 034	3638 Weldon Dr, Chattanooga, TN 37412	TNT Living Trust	13592 / 799
168D J 037	3626 Wimberly Ln, Chattanooga, TN 37412	Broome, Grover	12627 / 267
168D-F-002	3715 Ringgold Rd, Chattanooga, TN 37412 (Added after clarifying with Applicant)	East Ridge Shopping Center GP	13457/511

# MR 2025-0013 Abandonment



MR 2025-0013 Abandonment



# MR 2025-0013 Abandonment



MR 2025-0013 Abandonment





**PLANNING NOTICE**  
NOISE OR Bad Impact  
FOR: *Send Open/Document*  
Land Use Planning Commission  
City Hall, 1237 Tenthon Avenue  
Date: \_\_\_\_\_  
(478) 843-7741





**ORDINANCE NO. 1216**

**AGENDA MEMORANDUM**

**Amending Ordinance 1093 - 2018 International Energy Conservation Code (IECC)**

**Date: February 27th, 2025**

Submitted by:



Michael Howell, Chief Building Official

**SUBJECT:**

The City of East Ridge adopted the 2018 International Energy Conservation Code (IECC) on February 28, 2019. It is now necessary to update this code to ensure alignment with the requirements adopted by the state. The state's adoption of the 2018 IECC incorporates insulation, fenestration, and testing options from the 2009 IECC.

These amendments will specifically apply to detached one (1) or two (2) family dwellings, townhouses, and any additions to existing (1) or two (2) family dwellings or townhouses that involve thirty (30) square feet or more of interior space.

By implementing these changes, East Ridge's energy code will remain consistent with state standards and not impose stricter requirements.

**ORDINANCE 1216**

**AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND ORDINANCE 1093 IN ORDER TO COMPLY WITH CERTAIN MANDATORY BUILDING CODE(S) AND RULES PROMULGATED BY THE SECRETARY OF THE DEPARTMENT OF COMMERCE AND INSURANCE FOR THE STATE OF TENNESSEE**

**WHEREAS**, effective as of February 28, 2019, the City of East Ridge enacted Ordinance 1093, adopting updated versions of multiple building codes including:

<u>International Building Code</u> (with appendices A, C, D, F, and J)	2018 Edition
<u>International Energy Conservation Code</u>	2018 Edition
<u>ICC/ANSI A117.1- 2017</u>	2017 Edition
<u>International Residential Code</u> (with appendices A, B, C, and J,)	2018 Edition

**WHEREAS**, portions of the International Residential Code, 2018 Edition, and the International Energy Conservation Code, 2018 Edition as adopted by the City under said Ordinance 1093, and certain Rules and Regulations adopted and promulgated by the Secretary of the Department of Commerce and Insurance for the State of Tennessee, Division of Fire Prevention, Services at Chapter 078-02-23 concerning One (1) and Two (2) Family Dwellings and Townhouses, are in apparent conflict with the Rules and Regulations duly and adopted promulgated, by the Secretary of Commerce and Insurance by the State of Tennessee as above referenced; and

**WHEREAS**, it is necessary to amend Ordinance 1093 in limited respects as hereinafter specified to comply with state law and to provide for uniformity of building code standards, building code enforcement, and of, in and concerning the City of East Ridge and adjoining and surrounding jurisdictions to the end that residents', property owners', developers' and contractors' expectations and knowledge of applicable construction building codes and acceptable practices are met and to streamline best practices of the City's Buildings and Codes and Inspection functions and the general enhancement of the public welfare;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AS FOLLOWS:**

**Section 4.** That title 12, Building and Utility Code, Chapter 6, be and the same hereby is deleted in its entirety and substituting in lieu thereof the following.

**Section 12-601. Energy Conservation Code adopted with amendments.**  
The International Energy Conservation Code, 2018 edition, and the International Residential Code, 2018 edition.

**12-602. Amendments.**

(1) The International Residential Code (IRC) 2018 as it relates specifically to Detached One (1) or Two (2) Family Dwellings or Townhouses and or additions to any existing One (1) or Two (2) Family Dwelling or Townhouse of thirty (30) square feet or more of interior space shall be amended as follows:

1. Section N1102.4.1.2 (R402.4.1.2) Testing is deleted and replaced with Section N1102.4.2.1 Testing Option and Section N1102.4.2.2. Visual Inspection Option from the 2009 IRC are optional.
2. Section N1103.3.3 (R403.3.3) Duct Testing (Mandatory) and Section N1103.3.4 (R403.3.4) Duct Leakage (Prescriptive) are optional.
3. Table N1102.1.2 (R402.1.2) Insulation and Fenestration Requirements by Component and Table N1102.1.4 (R402.1.4) Equivalent U-Factors from 2018 IRC are deleted and replaced with Table N1102.1 Insulation and Fenestration Requirements by Component and Table N1102.1.2 Equivalent U-Factor from 2009 IRC.

**12-603. Amendments**

(2) The International Energy Conservation Code (IECC), 2018 edition as it relates to residential buildings shall be amended as follows:

1. Section R402.4.1.2. Testing is deleted and replaced with Section 402.4.2.1. Testing Option and Section 402.4.2.2 Visual Inspection from 2009 IECC
2. Section R403.3.3. Duct Testing (Mandatory) and Section R403.3.4 Duct Leakage (Prescriptive) are optional.
3. Table R402.1.2. Insulation and Fenestration Requirements by Component and Table R402.1.4. Equivalent U-Factors are deleted and replaced with Table 402.1.1. Insulation and Fenestration Requirements by Component and Table 402.1.3 Equivalent U-Factor from the 2009 IECC.

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

Passed on First Reading \_\_\_\_\_, 2025

Passed on Second Reading \_\_\_\_\_, 2025

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Resolution No. 3651**

**AGENDA MEMORANDUM  
HHM Certified Public Accountants**

**February 27, 2025**

Submitted by:

*Diane Qualls*

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

Per Tennessee Code Annotated Section 6-56-105 that the governing body of each municipality shall cause an annual audit to be made of the accounts and records of all departments, boards, and agencies under the jurisdiction that receive and disburse funds. These audits must be prepared in accordance with generally accepted governmental auditing standards and must be prepared by a certified public accounting firm. Staff is recommending that HHM, Certified Public Accountants, conduct the audit for FY 2024-2025. The cost for this year's audit will be \$48,000.00 if a single audit does not have to be completed. If a single audit has to be completed, the costs will be \$58,000.00.

The Comptroller's Office prefers that these contracts are received in their office by the end of March.

**RESOLUTION NO. 3651**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE  
AN ENGAGEMENT LETTER WITH HHM, CERTIFIED  
PUBLIC ACCOUNTANTS, FOR AUDITING SERVICES  
FOR FY 2024-2025 AS REQUIRED BY THE STATE OF  
TENNESSEE AND OTHER REGULATORY AGENCIES**

**WHEREAS**, the State of Tennessee, pursuant to and in conformity with applicable State law, requires the City of East Ridge, Tennessee to have an annual audit of its accounts; and

**WHEREAS**, it is appropriate that the City enter into a contract with HHM to perform said audit for the following fees:

• Engagement Fee	\$45,500
• Single Audit	\$10,000 (If Required)
• Chart of Accounts Crosswalk	<u>\$ 2,500</u>
Total	\$58,000

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE** that the Finance Director is hereby authorized to enter into a contract with HHM to perform the required auditing services for the City of East Ridge for the period from July 1, 2024 to June 30, 2025, for a fee not to exceed \$58,000.

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

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

Attest:

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

Approved as to Form:

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



February 11, 2025

To the Mayor and City Council Members  
City of East Ridge, Tennessee  
1517 Tombras Avenue  
East Ridge, Tennessee 37412

Dear Mayor and Council:

Thank you for allowing us to submit this transmittal letter to perform audit services for the City of East Ridge for the year ending June 30, 2025.

We have served as the City's auditor for the prior fiscal years and wish to continue our relationship. We believe that our expertise, as demonstrated during the prior year's audits, proves that we are qualified to serve the City of East Ridge.

Our proposed fee to audit the City of East Ridge's financial statements for the fiscal year ending June 30, 2025, is \$45,500 for the financial statement audit and \$2,500 for the chart of account crosswalk. If a single audit is required, the additional fee for the single audit will be \$10,000.

We appreciate the opportunity to submit this proposal and trust it is responsive to your requirements. Should you require additional information, please do not hesitate to call.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Brock Oliver', written over a light blue horizontal line.

Brock Oliver, CPA

**RESOLUTION NO. 3652**

AGENDA MEMORANDUM  
ACADEMY SPORT + OUTDOORS

FEBRUARY 27, 2025

Submitted By:

**Shawwna Skiles**

Shawwna Skiles, Parks and Recreation Director

**SUBJECT:** Annual Sponsorship Contract with Academy Sports + Outdoors

The Parks and Recreation Department is seeking council's approval to enter into a contract with Academy Sports + Outdoors for the period from March 3, 2025, to February 14, 2026. This contract will continue our annual sponsorship with the park. Below are some key points from the sponsorship summary and rider:

1. Academy Sports + Outdoors will provide the following to the recipient:
  - \$2,600 payable as per the attached Sponsorship Rider.
  - A \$1,000 Academy Gift Card, which replaces the previous starter packs.

Attached is the contract that outlines the terms of our ongoing relationship with Academy Sports + Outdoors.

SS

**RESOLUTION NO. 3652**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
AUTHORIZING THE CITY TO ENTER INTO A  
SPONSORSHIP AGREEMENT WITH ACADEMY SPORTS +  
OUTDOORS**

**WHEREAS**, the City of East Ridge has previously entered into sponsorship agreements with Academy Sports + Outdoors (“Academy;”) wherein Academy would provide funds, sporting equipment, and other benefits to the City of East Ridge in exchange for the City installing banners at Camp Jordan, distributing marketing materials at the park, and promoting Academy events on the City’s website and social media; and

**WHEREAS**, the City and Academy desire to renew the aforementioned arrangement by executing a new sponsorship agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of East Ridge, Tennessee, that the Mayor or his designee is authorized to enter into a sponsorship agreement with Academy, which will provide the benefits as outlined in the attached agreement.

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

Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025

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

ATTEST:

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

APPROVED AS TO FORM:

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

This Sponsorship Summary ("**Summary**"), naming Academy Ltd. d/b/a Academy Sports + Outdoors ("**Academy**") as a Sponsor of the City of East Ridge, Tennessee and its Parks and Recreation Department ("**Recipient**"), is governed by that certain Sponsorship Rider ("**Rider**") between Academy and Recipient effective as of 3/3/2025 ("**Effective Date**").

The term of this Summary is for the period of time from the Effective Date until 2/14/2026 (the "**Term**"), unless earlier terminated in accordance with the provisions of the Rider. Academy shall have the right to extend this Agreement ("**Agreement**" as defined in the attached Rider) for an optional one (1) year additional period. This Agreement is not renewable after the optional one (1) year period and the parties must enter into a new agreement to the extent they desire to further engage in the services contemplated in this Agreement. Academy must notify Recipient of its intent to renew the Agreement with written notice to Recipient thirty (30) days prior to the end of the then current term.

1. **Recipient will provide the following sponsorship benefits to Academy:**

- A. Recipient shall place Academy banners on each of Recipient's fields
- B. Recipient shall distribute Academy marketing materials when and where applicable. The content to be mutually agreed upon by the Parties.
- C. Recipient shall schedule a minimum of two (2) league night events. Recipient shall promote said events on its official website, social media page(s) and any other means applicable to ensure turnout
- D. Recipient shall provide proof of performance to include number of participants and pictures of banners on Recipient's fields

2. **Academy will provide the following to Recipient:**

- A. \$2,600 payable pursuant to attached Sponsorship Rider
- B. \$1,000 in gift cards within sixty (60) days of Effective Date

3. **Invoicing:**

Recipient shall submit its W9 for payment processing via email to:  
michael@bespokesportsmarketing.com

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
(RIDER AND SIGNATURE PAGE FOLLOWS)**

This Sponsorship Rider ("**Rider**") is entered into on the Effective Date, as listed in the Sponsorship Summary ("**Summary**") to which it is attached, between Academy, Ltd. d/b/a Academy Sports + Outdoors ("**Academy**"), a Texas limited partnership located at 1800 North Mason Road, Katy, Texas, 77449 and City of East Ridge, Tennessee and its Parks and Recreation Department ("**Recipient**"), a Tennessee Municipality, located at 323 Camp Jordan Parkway, Chattanooga, TN 37412. Academy and Recipient may sometimes be referenced herein individually as "**Party**" or collectively as the "**Parties**".

This Rider is made part of the Sponsorship Summary ("**Summary**") by and between Academy and Recipient to which it is attached. This Rider, agreed to by both Parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the Parties' sponsorship agreement, and that this sponsorship agreement consists of the Summary, this Rider, and any Exhibits or Schedules referenced therein (collectively, the "**Agreement**").

1. **PRICING AND INVOICING.** Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within ninety (90) days after Academy's receipt of a valid and correct invoice. Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Agreement or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Agreement.
2. **INSURANCE.** Recipient shall, at its own cost and expense, procure and maintain adequate commercial general liability, umbrella, business auto, worker's compensation, and/or other insurance to cover all claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs and expenses, including attorney's fees and court costs, arising out of or related to this Agreement, statement of work, or any event or activity sponsored or promoted by Academy under this Agreement. Any deductible applicable to the insurance shall be paid by Recipient.
3. **REPRESENTATIONS, WARRANTIES AND GUARANTEES.**
  - 3.1 Each Party warrants, represents, and guarantees to the other that:
    - a. The Party (i) understands all of the terms of this Agreement; (ii) has had the opportunity to review this Agreement with its counsel; (iii) has the full power and authority to enter and perform this Agreement; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Agreement; and (v) confirms that this Agreement has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
    - b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, "**Laws**") at all times during the Term of this Agreement; and
    - c. All services, consideration, or materials provided pursuant to the Agreement do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.
  - 3.2 Recipient warrants, represents, and guarantees to Academy that Recipient shall, at all times during the term of this Agreement, comply with the provisions of Academy's Vendor Code of Conduct located at <http://vendor.academy.com>.

4. **TERMINATION.** This Agreement may be terminated: (A) for a Party's breach of this Agreement which remains uncured thirty (30) days after receipt of written notice; (B) by Academy for any reason upon thirty (30) days' written notice to Recipient; (C) for a Party's insolvency or bankruptcy not discharged within sixty (60) days following any filing thereof.
5. **FORCE MAJEURE.** In the event of unforeseen circumstances affecting the ability of the Parties to fulfill this Agreement which are not the result of a Party's fault or negligence, the Parties shall, within a commercially reasonable time, enter into good faith discussions regarding adjustments and/or amendments to this Agreement. If the Parties do not agree, this Agreement shall terminate and Recipient shall provide to Academy a refund equal to the value of sponsorship benefits Academy has prepaid but not received.
6. **MARKS.** Each Party grants to the other a limited, non-assignable, non-sublicensable, royalty free, non-exclusive license for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively "**Marks**") for the duration of the Term and only as set forth in the Summary. Each Party's use of the Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party's Marks without prior written consent. Each Party agrees that nothing in this Agreement shall give one Party any right, title or interest in the other Party's Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party's Marks.
7. **INDEMNIFICATION. RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS OWNERS, PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS (EACH A "CLAIM"), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS AGREEMENT; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS AGREEMENT; (C) RECIPIENT'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS AGREEMENT, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS AGREEMENT.**
8. **LIMITATIONS AND WAIVERS.**
  - 8.1 **DAMAGE LIMITATIONS. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
  - 8.2 **LIMITATION OF LIABILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION. THE LIMITATION OF LIABILITY CONTAINED IN**

THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS AGREEMENT.

9. **ACKNOWLEDGEMENT.** The Parties acknowledge that Academy has no responsibility or obligation to do or cause to be done anything in connection with any Recipient events or Recipient premises other than that which is specifically provided for in the Agreement. It is understood that, at all times as between Academy and Recipient, Recipient will control the Recipient events and/or Recipient premises.
10. **ASSIGNMENT.** Either Party may assign this Agreement to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.
11. **ENTIRE AGREEMENT/CHANGES.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Agreement. This Agreement may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Agreement.
12. **RELATIONSHIP OF THE PARTIES.** The relationship of Academy and Recipient under this Agreement shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.
13. **CONFIDENTIALITY.** Recipient shall not disclose the terms of this Agreement including assets and compensation and other Academy proprietary business information. During and after the Term of this Agreement, Recipient shall keep these matters secret, and use its best efforts to ensure confidential information is not disclosed to anyone.
14. **CHOICE OF LAW AND FORUM.** THE LAWS OF THE STATE OF TENNESSEE GOVERN THIS AGREEMENT AND ANY DISPUTES RELATED TO THIS AGREEMENT WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS AGREEMENT, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES. IF MEDIATION IS UNSUCCESSFUL, THE PARTIES AGREE TO SUBMIT ALL DISPUTES TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS IN HAMILTON COUNTY, TENNESSEE.

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



Academy, Ltd. d/b/a  
Academy Sports + Outdoors  
By: Academy Managing Co., L.L.C.  
Its General Partner

RECIPIENT:

City of East Ridge, Tennessee  
Parks and Recreation Department

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION 3653**

AGENDA MEMORANDUM

February 27th, 2025

Submitted By:

*Shawwna Skiles*

Shawwna Skiles, Parks and Recreation Director

SUBJECT: RPF-New Concession Company

Considering the recent passing of Randy Carpenter, his wife has expressed her wish not to continue with the concession contract. As a result, the Parks and Recreation Department will be advertising for a new concession company to ensure continuity in our services. This initiative is part of our ongoing efforts to maintain high standards of customer satisfaction and provide a variety of quality food and beverage options.

The new concession company will be responsible for managing and operating our concession stands, ensuring that we meet the diverse tastes and preferences of our customers. We are looking for a company that shares our commitment to excellence and can deliver exceptional service.

Key points to note:

- The advertisement will be published on March 2nd, 2025.
- Interested companies will be invited to submit their proposals by March 26th, 2025, at 2:30 PM.
- A selection committee will review all submissions and select the best fit for our needs.

SS

**RESOLUTION NO. 3653**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO  
AUTHORIZE THE CITY MANAGER TO ADVERTISE A  
REQUEST FOR PROPOSALS FOR THE OPERATION OF  
FOOD AND REFRESHMENT CONCESSION SERVICES  
FOR THE EAST RIDGE PARKS AND RECREATION  
DEPARTMENT**

**WHEREAS**, due to the passing of Mr. Randy Carpenter, owner of Family Concessions (the City's concession vendor,) the City finds it necessary to advertise for Requests for Proposals for the operation of food and refreshment concession services for the Parks and Recreation Department; and

**WHEREAS**, concession locations include Camp Jordan Arena (1 concession), Camp Jordan Sports Complex (6 concessions), and the Community Center (1 concession); and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the City Manager is authorized to advertise a Request for Proposals for concession services for the East Ridge Parks and Recreation Department.

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

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

Attest:

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

Approved as to Form:

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

**RESOLUTION NO. 3654**

**BRIAN WILLIAMS**  
*Mayor*

**JACKY CAGLE**  
*Councilmember*

**ANDREA WITT**  
*Councilmember*



**DAVID TYLER**  
*Vice Mayor*

**JEFFREY EZELL**  
*Councilmember*

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

# City of East Ridge

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

## MEMORANDUM

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**TO:** City Council

**FROM:** Mark Litchford

**DATE:** February 24, 2025

**RE:** Development Agreement – BKW Properties, LLC

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BKW Properties, LLC, intends to develop a first-class reputable restaurant within the Border Region District and has requested the City Council to enter into a Development Agreement Relating to the Border Region Retail Development District pursuant to the Border Region Act, T.C.A. § 7-40-101 *et seq.* The proposed development is located in East Ridge, Tennessee, at the following commonly known address:

6521 Ringgold Road, East Ridge, Tennessee	169L L 004.01
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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. 3654**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
APPROVING THE EXECUTION AND DELIVERY OF A  
DEVELOPMENT AGREEMENT WITH BKW PROPERTIES,  
LLC, 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**, BKW Properties, LLC ("Developer"), owns or has a contract to acquire the following property (the "Property"), and intends to construct an economic development project within the meaning of the Border Region Act (collectively the "Project") to accompany the Extraordinary Retail Facility as defined by the Border Region Retail Tourism Development District Act, codified as Tenn. Code Ann. §§ 7-40-101 et seq. ("Border Region Act"), such economic development project expected to be a reputable restaurant business;

6521 Ringgold Road, East Ridge, Tennessee	169L L 004.01
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**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 \_\_\_\_\_ 2025

\_\_\_\_\_  
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 20 day of February, 2025, 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 **BKW PROPERTIES, LLC** (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 property in East Ridge, Tennessee, at the following commonly known address (the "Property"):

6521 Ringgold Road, East Ridge, Tennessee	169L L 004.01
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**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 a reputable restaurant business; and

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

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

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

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

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

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

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

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

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

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

## **ARTICLE I INCORPORATION OF RECITALS AND FINDINGS OF IDB**

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

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

## ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

confirm or approve any cost certification made by the City and/or the IDB to the Commissioner under the Border Region Act.

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

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

### ARTICLE III UNDERTAKING DEVELOPMENT AND FINANCIAL INCENTIVES

**Section 3.01. Undertaking of Development.** The Developer will cause the Project to be constructed and developed on the Project Property as an economic development project within the meaning of the Border Region Act, including without limitation a reputable restaurant business 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 twelve (12) 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 Seventy-Three Thousand and 00/100 Dollars (\$73,000.00).

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

<b>Project State Tax Revenues shared between Developer and the City</b>	
Developer Share	City Share
90%	10%

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

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

**Section 3.04. Effect of Bass Pro Developer Allocation.** The Developer acknowledges that the City and the IDB have previously agreed to pay to Exit One LLC (the "Bass Pro Developer"), as the developer of the Extraordinary Retail Facility, and affiliates of the Bass Pro Developer an annual amount equal to the Allocated State Tax Revenues derived from the parcel on which the Extraordinary Retail Facility is located and certain other parcels (the "Bass Pro Developer Parcels") plus the Allocated State Tax Revenues derived from the first \$10,000,000 of incremental sales above the base sales (as calculated pursuant to the Border Region Act) in the Border Region District (other than Bass Pro Developer Parcels) prior to the creation of the Border Region District as provided in that certain Development and Allocation Agreement Relating to Border Region Retail Development District dated as of June 20, 2014, between the IDB and the Bass Pro Developer (the "Bass Pro Development Agreement"). If in any future Fiscal Year, the incremental sales in the Border Region District (other than from the Bass Pro Developer Parcels) are

not in excess of \$10,000,000 due to business closures or other unexpected reasons, the Developer acknowledges that the City and the IDB will not have sufficient unencumbered Allocated State Tax Revenues derived from such Fiscal Year to pay the Annual Incentive Amount to the Developer because all or a portion of the Allocated State Tax Revenues derived from the Project Property would be required to be used to make the required payment to the Bass Pro Developer. In any year in which the available Allocated State Sales Revenues are not sufficient to pay the Annual Incentive Amount to the Developer and similar annual incentives to other property owners or developers in the District, the amount paid to the Developer and other recipients of similar annual incentives shall be reduced proportionately based upon the respective Allocated State Tax Revenues received from the respective parcels as to which the incentives relate. If the Allocated State Tax Revenues for any Fiscal Year are insufficient to pay the Annual Incentive Amount for the reasons described in this Section, the shortfall shall be payable from Allocated State Tax Revenues relating to future Fiscal Year in which the incremental sales (other than from the Bass Pro Developer Parcels) as described above are at least \$10,000,000 subject to any other incentive commitments of the City and the IDB, which commitments shall be paid prior to any shortfall being paid.

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

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

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

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

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

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

**Section 3.11. Termination.** The obligations of the IDB under this Agreement shall terminate upon the payment of the final Annual Incentive Amount to Developer as provided in Section 5.18 hereof.

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

#### **ARTICLE IV EVENTS OF DEFAULT AND REMEDIES**

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

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

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

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

(d) Developer shall have an order for relief entered with respect to it or shall commence a voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case or to the conversion of an involuntary case to a voluntary case under any such law, or shall consent to the appointment of or taking possession

by a receiver, trustee or other custodian for all or a substantial part of its property; or Developer shall make any assignment for the benefit of creditors, or Developer shall be unable, or shall fail generally, or shall admit in writing its inability, to pay its debts as such debts become due; or Developer shall adopt any resolution or otherwise authorize any action to approve any of the actions referred to herein or in Section 3.01(c);

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

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

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

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

## **ARTICLE V MISCELLANEOUS**

**Section 5.01. IDB Liability. No Personal Liability; No City Liability.** THE LIABILITY OF THE IDB FOR ANY CLAIM BY DEVELOPER IS EXPRESSLY LIMITED TO THE IDB'S INTEREST IN ANY ALLOCATED STATE TAX REVENUES PAYABLE TO THE IDB FROM THE BORDER REGION DISTRICT AND NOT PLEDGED AND, OTHERWISE NOT ENCUMBERED. THE IDB SHALL NOT HAVE ANY PECUNIARY LIABILITY UNDER THIS AGREEMENT FOR ANY ACT OR OMISSION OF THE IDB. NO OTHER PROPERTY OR ASSETS OF THE IDB SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION OF REMEDIES OF THE DEVELOPER HEREUNDER OR RELATING HERETO. UNDER NO CIRCUMSTANCES SHALL THE IDB BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, ALL OF WHICH ARE HEREBY WAIVED BY THE DEVELOPER. NO RECOURSE SHALL BE HAD FOR ANY CLAIM BASED UPON ANY OBLIGATION, COVENANT OR

AGREEMENT IN THIS AGREEMENT OR ANY TRANSACTION OR MATTER RELATING HERETO AGAINST ANY PAST, PRESENT OR FUTURE DIRECTOR, OFFICER, EMPLOYEE, COUNSEL OR AGENT OF THE IDB, WHETHER DIRECTLY OR INDIRECTLY, AND ALL SUCH LIABILITY OF ANY SUCH INDIVIDUAL AS SUCH IS EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND IN CONSIDERATION FOR THE IDB ENTERING INTO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE PARTIES AGREE THAT THE DEVELOPER MAY ENFORCE THE TERMS OF THIS AGREEMENT THROUGH A CLAIM FOR SPECIFIC PERFORMANCE. THE DEVELOPER ACKNOWLEDGES THAT THE CITY IS A SEPARATE ENTITY FROM THE IDB, AND IN NO EVENT SHALL THE CITY BE RESPONSIBLE FOR THE PERFORMANCE OF ANY OBLIGATIONS OF THE IDB HEREUNDER OR LIABLE FOR ANY CLAIMS AGAINST THE IDB HEREUNDER.

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

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

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

**Section 5.05. Notices.** Any notice, request, demand, tender or other communication under this Agreement shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, or upon the Business Day (as defined below) following delivery to a nationally recognized commercial courier for next day delivery, to the address for each party set forth below, or upon

the third (3<sup>rd</sup>) Business Day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below.

*If to the Developer to:*

BKW Properties, LLC  
c/o Tyler Prentice  
3326 Jenkins Road, Suite 101  
Chattanooga, Tennessee 37421  
[drprentice@sceniccityortho.com](mailto:drprentice@sceniccityortho.com)

*If to the IDB to:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 5.19. Payment Obligation Term.** The term for the payment obligations as provided in Section 3.03 of this Agreement shall commence only upon the Project having been in operation 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: Chairman

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 20<sup>th</sup> day of February 2025.



[Signature]  
Notary Public

My Commission Expires: 7/12/2026

**BKW PROPERTIES, LLC,**  
a Tennessee limited liability Company

By: [Signature]  
Title: Manager

STATE OF TENNESSEE :  
COUNTY OF HAMILTON :

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared Tyler Prentice, 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 **BKW Properties, LLC.**

WITNESS my hand and official seal this 20<sup>th</sup> day of February 2025.



[Signature]  
Notary Public

My Commission Expires: 7/12/2026

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 BKW Properties, LLC.

**THE CITY OF EAST RIDGE, TENNESSEE,**  
a Tennessee Municipality

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

STATE OF TENNESSEE       :  
COUNTY OF HAMILTON    :

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

WITNESS my hand and official seal this \_\_ day of \_\_\_\_\_ 2025.

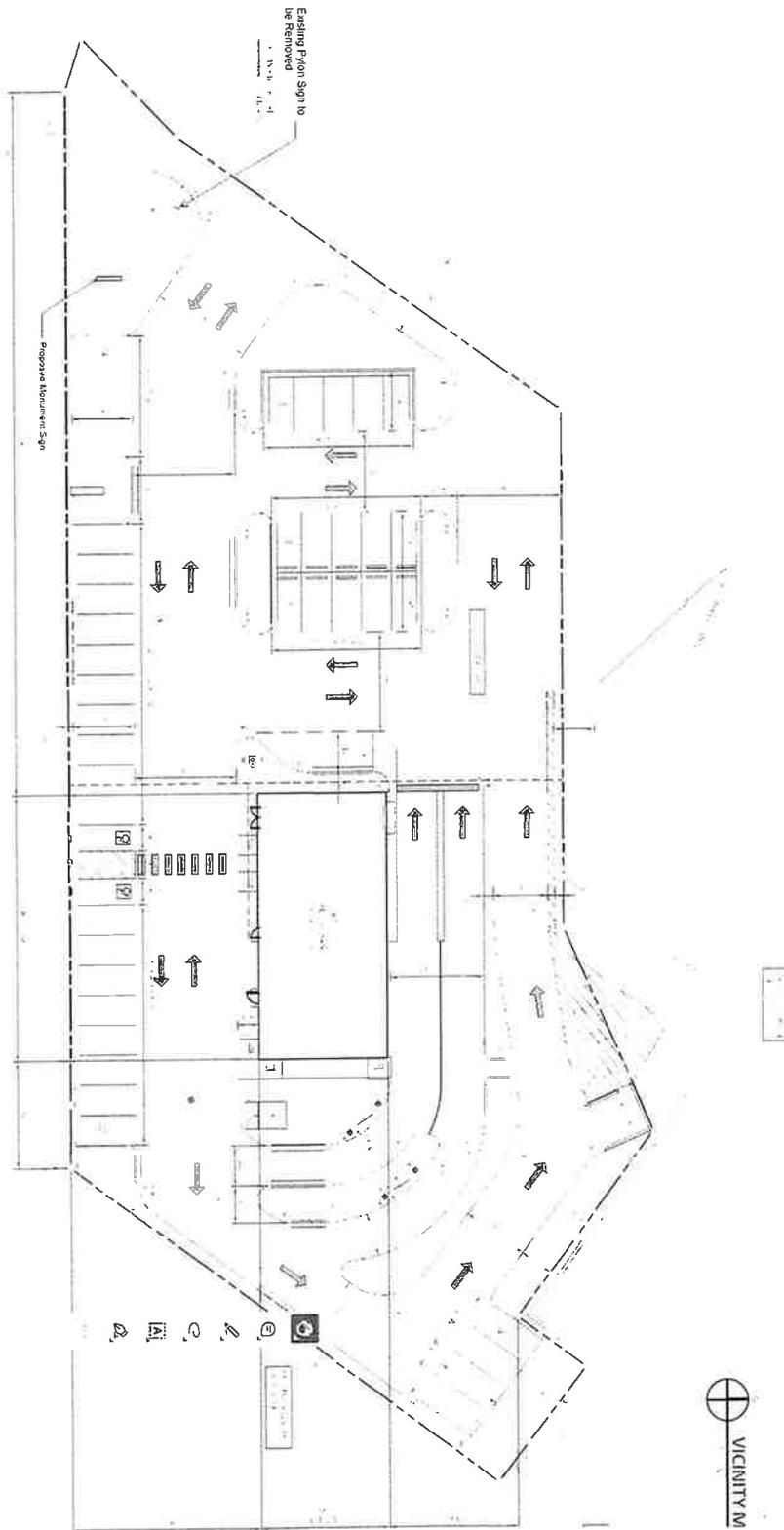
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A:**

*Property Legal Description*

Lot One (1), Wally's Restaurant Subdivision, as shown by revised plat of record in Plat Book 125, Page 12, in the Register's Office of Hamilton County, Tennessee.

**EXHIBIT B:**  
*Site Plan*



**EXHIBIT C:**  
*Schematic Renderings*

DEVELOPER INVESTMENT  
BKW Properties, LLC

Investment Costs

Projected

Land Acquisition	\$2,075,000
Brokerage Fees	150,000
Surplus Land from the State	25,000
Closing Fees	25,000
Demolition	60,000
Construction of New Building	<u>1,200,000</u>
 TOTAL INVESTMENT	 \$3,535,000

A	B	C	D	E	F	G	H	I
1			4.125%					
2		<b>TOTAL</b>	<b>Border Region Percentage (4.125%)</b>	<b>Border Region Percentage TOTALS (minus baseline)</b>	<b>TOTAL</b>	<b>Developer Allocation</b>	<b>City Allocation</b>	
3	Fiscal Year	State Taxable Sales		\$	Aggregate	90%	10%	
4				\$				
5	2025/2026	\$ 4,000,000.00	\$ 165,000.00	\$ 92,000.00	92,000.00	82,800.00	9,200.00	
6	2026/2027	4,080,000.00	168,300.00	\$ 95,300.00	187,300.00	85,770.00	9,530.00	
7	2027/2028	4,161,600.00	171,666.00	\$ 98,666.00	285,966.00	88,799.40	9,866.60	
8	2028/2029	4,244,832.00	175,099.32	\$ 102,099.32	388,065.32	91,889.39	10,209.93	
9	2029/2030	4,329,728.64	178,601.31	\$ 105,601.31	493,666.63	95,041.18	10,560.13	
10	2030/2031	4,416,323.21	182,173.33	\$ 109,173.33	602,839.96	98,256.00	10,917.33	
11	2031/2032	4,504,649.68	185,816.80	\$ 112,816.80	715,656.76	101,535.12	11,281.68	
12	2032/2033	4,594,742.67	189,533.14	\$ 116,533.14	832,189.89	104,879.82	11,653.31	
13	2033/2034	4,686,637.52	193,323.80	\$ 120,323.80	952,513.69	108,291.42	12,032.38	
14	2034/2035	4,780,370.27	197,190.27	\$ 124,190.27	1,076,703.96	111,771.25	12,419.03	
15	2035/2036	4,875,977.68	201,134.08	\$ 128,134.08	1,204,838.04	115,320.67	12,813.41	
16	2036/2037	4,973,497.23	205,156.76	\$ 132,156.76	1,336,994.81	118,941.08	13,215.68	
17	2037/2038	5,072,967.18	209,259.90	\$ 136,259.90	1,473,254.70	122,633.91	13,625.99	
18	2038/2039	5,174,426.52	213,445.09	\$ 140,445.09	1,613,699.80	126,400.58	14,044.51	
19	2039/2040	5,277,915.05	217,714.00	\$ 144,714.00	1,758,413.79	130,242.60	14,471.40	
20	2040/2041	5,383,473.35	222,068.28	\$ 149,068.28	1,907,482.07	134,161.45	14,906.83	
21	2041/2042	5,491,142.82	226,509.64	\$ 153,509.64	2,060,991.71	138,158.68	15,350.96	
22	2042/2043	5,600,965.68	231,039.83	\$ 158,039.83	2,219,031.54	142,235.85	15,803.98	
23	2043/2044	5,712,984.99	235,660.63	\$ 162,660.63	2,381,692.17	146,394.57	16,266.06	
24	2044/2045	5,827,244.69	240,373.84	\$ 167,373.84	2,549,066.02	150,636.46	16,737.38	
25	2045/2046	5,943,789.58	245,181.32	\$ 172,181.32	2,721,247.34	154,963.19	17,218.13	
26	2046/2047	6,062,665.38	250,084.95	\$ 177,084.95	2,898,332.28	159,376.45	17,708.49	
27								
28	Total		\$ 4,504,332.28	\$ 2,898,332.28		\$ 2,608,499.06	\$ 289,833.23	
29								
30	Assume 2% growth in revenue per year						2,898,332.28	

**REVISIONS**

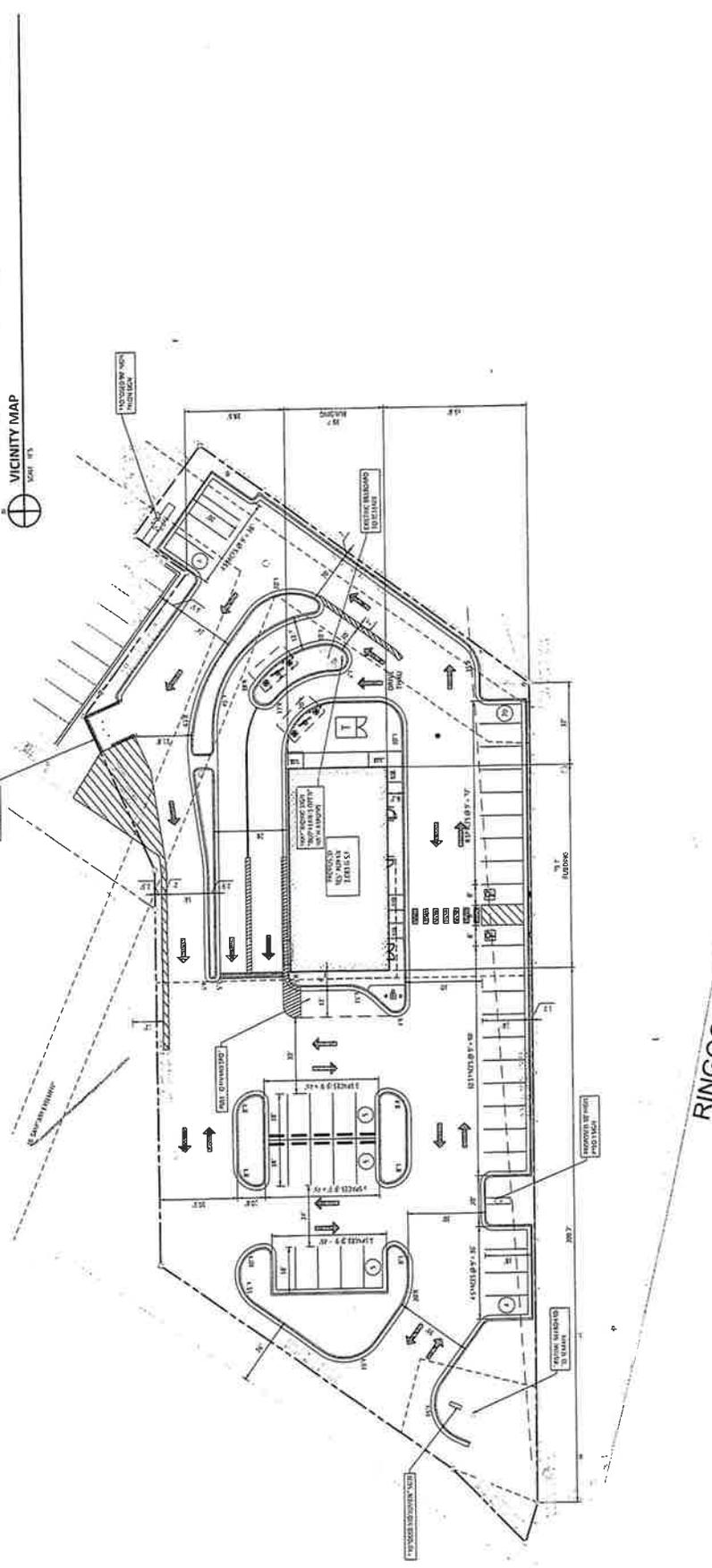
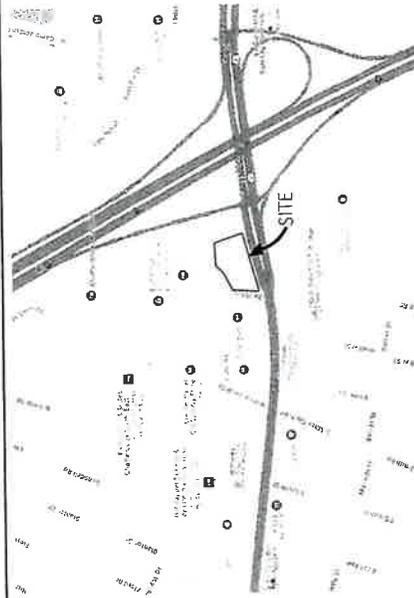
No.	Date	Description
1	10/10/18	ISSUED FOR PERMITS
2	10/10/18	ISSUED FOR PERMITS
3	10/10/18	ISSUED FOR PERMITS

**CONSULTANTS**

No.	Name	Address	City	State	Zip
1					
2					
3					

**SHEET MANAGEMENT**

NO.	DATE	DESCRIPTION
1	10/10/18	ISSUED FOR PERMITS
2	10/10/18	ISSUED FOR PERMITS
3	10/10/18	ISSUED FOR PERMITS



**RINGGOLD ROAD**  
(VAR. WIDTH RIGHT OF WAY)

**DIMENSION CONTROL PLAN**  
SCALE: 1" = 100'-0"

**GENERAL SITE NOTES:**

- PARCEL AREA: 47,316 SF (1.086 AC)
- ZONING: C-1, TOURISM/COMMERCIAL DISTRICT
- REGULATORY REQUIREMENTS:
- FRONT YARD SETBACK: 25' ALONG PUBLIC STREET
- SIDE YARD SETBACK: 25' ALONG SIDE YARD
- REAR YARD SETBACK: 10' ALONG REAR YARD
- SETBACKS TO BE MINIMUM 10' AT ALL TIMES
- PARKING REQUIREMENT: 1 SPACE PER 3 SEATS, ONE ADA REQUIRED SPACE PER 25 SPACES, 45 SEATS = 15 SPACES REQUIRED, 45 PROVIDED.
- SYSTEMS/UTILITIES: THE SITE IS A DEVELOPED, 1.086 ACRE PARCEL WITH A VACANT WALMART BUS APRAM WITHIN EAST RIDGE, 'H' HAMILTON COUNTY.
- OVERSIGHTING: LANE A = 7 CARS; LANE B = 8 CARS; TOTAL STACKING = 15 CARS
- UTURE LAND USE: COMMERCIAL DEVELOPMENT
- LANDSCAPE: LANDSCAPE PLAN SHALL BE SUBMITTED AS PART OF THE PLANNING DEPARTMENT APPLICATION.
- LIGHTING: FOLLOW CITY LIGHTING REQUIREMENTS
- SETBACKS: GOVERNED BY FOLLOW CITY REQUIREMENTS

A	B	C	D	E	F	G	H	I
1			4.125%					
2				<b>Border Region Percentage TOTALS (minus baseline)</b>	<b>TOTAL</b>	<b>Developer Allocation</b>	<b>City Allocation</b>	
3	<b>Fiscal Year</b>	<b>State Taxable Sales</b>	<b>Border Region Percentage (4.125%)</b>	<b>\$ 73,000.00</b>	<b>Aggregate</b>	<b>90%</b>	<b>10%</b>	
4								
5	2024/2025	\$ 4,000,000.00	\$ 165,000.00	\$ 92,000.00	92,000.00	82,800.00	9,200.00	
6	2025/2026	4,080,000.00	168,300.00	\$ 95,300.00	187,300.00	85,770.00	9,530.00	
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26	2045/2046	6,062,665.38	250,084.95	\$ 177,084.95	2,898,332.28	159,376.45	17,708.49	
27	2046/2047	6,183,918.68	255,086.65	\$ 182,086.65	3,080,418.93	163,877.98	18,208.66	
28								
29	<b>Total</b>		<b>\$ 4,759,418.93</b>	<b>\$ 3,080,418.93</b>		<b>\$ 2,772,377.04</b>	<b>\$ 308,041.89</b>	
30								
31	<b>Assume 2% growth in revenue per year</b>						<b>3,080,418.93</b>	

AGENDA MEMORANDUM  
Sound Attenuation  
East Ridge Animal Shelter

March 13, 2025

Submitted By:

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

SUBJECT:

I reported to the City Council at the February 27, 2025 regular business meeting under agenda pending that the City received one bid from the Input Group at the bid opening and the amount of the bid was significantly over Staff's allocation for this work. I mentioned that a meeting was in order to negotiate a cost that is reasonable to the City.

As of the writing of this agenda memorandum, a meeting has not been held between the Input Group and City Staff; however, it has been scheduled. City Staff should have a recommendation for the City Council's consideration for approval at the March 13, 2025 regular business meeting.

Attachment

JSM/

AGENDA MEMORANDUM  
SOUND ATTENUATION  
EAST RIDGE ANIMAL SHELTER

February 27, 2025

Submitted By:

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J. Scott Miller, City Manager

SUBJECT:

My office has consistently received complaints from the residents (majority being senior citizens) residing in the apartment complexes adjacent to the east side of the Animal Shelter about the barking of the dogs housed in the dog kennels in the shelter.

During that time Police Chief Clint Uselton and I met with two acoustic professionals on site to discuss remedies that could be implemented to hopefully substantially reduce the noise both inside and outside of the facility. Each of them mentioned a couple of solutions that could be constructed/installed: ie. hanging of baffles from the ceiling of the dog kennels inside and outside; installing sound silencer acoustical wall panels; and constructing a sound wall (12-15 feet in height) to be installed on the east side of the shelter. One professional made a written proposal to design a system (inside and outside) for a fee of \$8,500.

Chief Uselton and I contemplated moving forward with the proposal; however, after talking about possible solutions we came to the conclusion that the City should go out and solicit bids for a design-build project proposing: (1) the construction of a 15-foot sound wall on the full east side of the shelter; (2) the installation of wall/ceiling acoustical panels in the dog kennels inside of the building; and (3) the installation of wall/ceiling acoustical panels in the dog kennels outside of the building. The City Council at their regular business meeting of November 14, 2024 approved City Staff proceeding with soliciting bids for the implementation of sound attenuation measures in the animal shelter.

With the assistance of the Input Group and the Chief Building Official a set of design-build specifications were drafted and the project bid out. The City received one bid from the Input Group at the bid opening on February 6, 2025 and the amount of the bid was significantly over Staff's allocation for this work. City Staff will need to meet with the sole bidder and negotiate a cost that is reasonable to the City. Funds for this work are available from the balance in the contingency fund of the Animal Shelter project in the amount of \$217,000.

JSM/

**AGENDA MEMORANDUM**

**NOMINATION FOR HOUSING COMMISSION APPOINTMENT  
COUNCILMEMBER WITT**

**March 13, 2025**

Submitted by:

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

The term for Councilmember Jeff Ezell is scheduled to expire on August 24, 2026; however, Mr. Ezell will be resigning from the Housing Commission. This is Councilmember Witt's nomination for appointment.

The new term will be **effective March 15, 2026** through August 24, 2026.

**AGENDA MEMORANDUM**  
**NOMINATION FOR**  
**INDUSTRIAL DEVELOPMENT BOARD APPOINTMENT**  
**COUNCIL APPOINTMENT**

**March 13, 2025**

Submitted by:

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

The term for Casey Tuggle is scheduled to expire on June 11, 2026; however, Mr. Tuggle will be resigning from the Industrial Development Board. This is a Council appointment.

The new term will be **effective March 15, 2025** through June 11, 2026.

AGENDA MEMORANDUM

NOMINATION FOR  
LIBRARY BOARD APPOINTMENT  
MAYOR WILLIAMS

March 13, 2025

Submitted by:

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

The term for Dr. Jessica Crowe is scheduled to expire on December 30, 2026; however, Dr. Crowe will be resigning from the Library Board. This is Mayor Williams' appointment.

The new term will be **effective March 15, 2025** through December 30, 2026.

AGENDA MEMORANDUM  
Portable Radios

March 13, 2025

Submitted By:



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Clint Uselton, Chief of Police

SUBJECT:

The East Ridge Police Department seeks approval to purchase three (3) portable radios from Motorola Solutions on state bid (SWC #424).

The purchase price includes needed accessories such as a battery charger and shoulder microphone. The purchase of the radios was included in the budget. The total purchase price is \$16,842.24.

AGENDA MEMORANDUM  
Body Cameras

March 13, 2025

Submitted By:



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Clint Uselton, Chief of Police

SUBJECT:

The East Ridge Police Department seeks approval to purchase five (5) body cameras from Motorola Solutions to complete the outfitting of all front-line officers. The purchase price is \$23,090.00.

The purchase price includes cloud-based video storage for five (5) years and a body worn mount. These cameras will use the same cloud storage as existing in-car and body mounted cameras. The purchase of the cameras was included in the budget. The purchase will be under Sourcewell contract 042021-MOT.

AGENDA MEMORANDUM  
Mobile Radios

March 13, 2025

Submitted By:



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Clint Uselton, Chief of Police

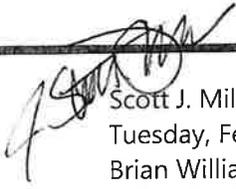
SUBJECT:

The East Ridge Police Department seeks approval to purchase five (5) Mobile Radios from Motorola Solutions on state bid (SWC #424).

The purchase price includes a three (3) year warranty. This purchase will allow the police department to outfit all needed vehicles with a mobile radio. The total cost is \$25,028.80 and was included in the budget.

**Scott J. Miller**

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**From:**  Scott J. Miller  
**Sent:** Tuesday, February 4, 2025 6:28 PM  
**To:** Brian Williams; David Tyler; Jacky Cagle; Andrea Witt; Jeff Ezell  
**Subject:** Name of Multi-Purpose Pavilion

Mayor and City Council – We need to come up with a name for the multi-purpose pavilion in the next couple of months. We don't want to refer to the pavilion as Town Center since we feel the Town Center area encompasses City Hall, Library, Community Center, Splash Pad, playground, Museum, Police/Fire Complex, and the new pavilion. Once we come up with a name for the facility the design of the sign needs to take place; and thereafter, the approved sign design needs to be fabricated. This process could take up to 6 months. The building is scheduled to be substantially completed by the end of the year. City Staff batted around 5 names for the facility at our Monday morning staff meeting. They were as follows:

- The Event Center at East Ridge
- The Connection at East Ridge City Center
- Venue 1921 at East Ridge
- East Ridge City Pavilion
- The Gateway Center at East Ridge

City Staff recommends The Event Center at East Ridge **and** Venue 1921 at East Ridge for your consideration. We realize that the final name is the Mayor/Council's pick.

We need your input please.

Scott Miller

## Scott J. Miller

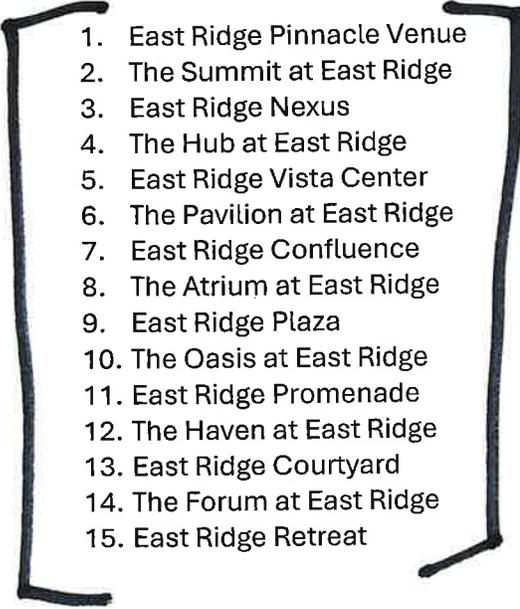
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**From:** Scott J. Miller  
**Sent:** Wednesday, January 22, 2025 8:06 AM  
**To:** Brian Williams; David Tyler; Jacky Cagle; Andrea Witt; Jeff Ezell  
**Cc:** Cameron McAllister; Shawna Skiles  
**Subject:** FW: Names ideas for East Ridge Town Center Project

Mayor and City Council – Additional names for the Multi-Purpose Facility for your consideration. Scott Miller

**From:** Shawna Skiles <sskiles@eastridgetn.gov>  
**Sent:** Tuesday, January 21, 2025 10:56 PM  
**To:** Cameron McAllister <cmcallister@eastridgetn.gov>; Michelle Sinigaglio <msinigaglio@eastridgetn.gov>  
**Cc:** Scott J. Miller <Jscottmiller@eastridgetn.gov>  
**Subject:** Re: Names ideas for East Ridge Town Center Project

Here are some more google playing around with names ideas:

- 
1. East Ridge Pinnacle Venue
  2. The Summit at East Ridge
  3. East Ridge Nexus
  4. The Hub at East Ridge
  5. East Ridge Vista Center
  6. The Pavilion at East Ridge
  7. East Ridge Confluence
  8. The Atrium at East Ridge
  9. East Ridge Plaza
  10. The Oasis at East Ridge
  11. East Ridge Promenade
  12. The Haven at East Ridge
  13. East Ridge Courtyard
  14. The Forum at East Ridge
  15. East Ridge Retreat

## Scott J. Miller

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**From:** Scott J. Miller  
**Sent:** Tuesday, January 21, 2025 4:34 PM  
**To:** Brian Williams; David Tyler; Jacky Cagle; Andrea Witt; Jeff Ezell  
**Cc:** Cameron McAllister; Shawna Skiles  
**Subject:** FW: Names ideas for East Ridge Town Center Project

Mayor and City Council – We need to come up with a formal name for the multi-purpose pavilion being built in the rear of City Hall and the Community Center. The name we have been using for the building “Town Center” is not appropriate since it best reflects the name of the entire city-owned campus, ie. City Hall, Library, Municipal Court, Community Center, splashpad, playground, History Center, and soon the new pavilion. Below is a list of names that have been mentioned by City Staff. You may or may not want to utilize the wording Pioneer, Ridge, Exchange, etc. in the name. However the Mayor and City Council want to proceed be it a city-wide naming contest or coming up with a name among yourselves, the architect needs to have the name in hand by May/June 2025 so that the sign contractor has plenty of time to design, fabricate, and construct the sign. Scott Miller

**From:** Cameron McAllister <cmcallister@eastridgetn.gov>  
**Sent:** Tuesday, January 21, 2025 4:09 PM  
**To:** Shawna Skiles <sskiles@eastridgetn.gov>; Michelle Sinigaglio <msinigaglio@eastridgetn.gov>  
**Cc:** Scott J. Miller <Jscottmiller@eastridgetn.gov>  
**Subject:** Names ideas for East Ridge Town Center Project

Ladies - Scott has asked me to produce a list of names for the new multi-purpose event center behind City Hall. I have a list of names I will add onto this email. If you could, please provide a few ideas for names and we will forward them onto the Mayor and Council for review/approval.

The Ridge Venue  
The Junction at East Ridge  
The District at East Ridge  
The Elevation District at East Ridge  
Elevation District  
Elevation Ridge  
The Exchange at East Ridge  
East Ridge Exchange  
State Line Commons  
The Link at East Ridge Town Center  
The Hearth at East Ridge  
The Elevation Exchange at East Ridge  
The Gathering Place at East Ridge  
Encore at East Ridge  
Elevation Haven at East Ridge  
The Ridgeway Exchange

As you all can tell - I've been googling. Let me know what you come up with. I'd like for us to come up with a list of a few we really like and see what they think.

Thank you!

AGENDA MEMORANDUM  
Relocation of Dog Park

March 13, 2025

Submitted By:

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

SUBJECT:

The Town Center (multi-purpose facility), presently under construction by Pillar Construction, is hopeful to be substantially completed by the end of the 2025 calendar year. The multi-purpose facility will be used for special events by the City (National Night Out, Christmas parade reception, employee luncheons, 9-11 ceremonial luncheon, library functions, etc.), wedding receptions, private parties (luncheons and dinners), banquets, birthday parties, etc.

Of concern is the ability to rent the facility to groups and individuals for venues such as luncheons, dinners, banquets, wedding receptions, etc. located within very close proximity to an active dog park. Barking dogs would easily become a disruption to the venue.

There are a couple of sites in the City that the dog park could be relocated; one being at Springvale Park and the other at Camp Jordan Park. There are grants available for the construction of a dog park at either of these locations.

JSM/