

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

**September 14, 2023
6:00 pm**

1. Call to Order
2. Invocation
3. A. Roll Call
B. Employee Milestone Awards for August 2023
4. Consent Agenda:
 - A. Approval of Minutes August 24, 2023 Council Meeting
 - B. Approval of July 2023 Financial Report
 - C. Approval of Surplus Property – Fire Department
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business:
 - A. **ORDINANCE NO. 1189** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE EAST RIDGE ZONING ORDINANCE NO. 481, RELATIVE TO PARKING REQUIREMENTS FOR HOTELS/MOTELS LOCATED WITHIN CERTAIN COMMERCIAL DISTRICTS (2nd and final reading)
 - B. **ORDINANCE NO. 1192** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTIES LOCATED AT 636 AND 650 LAYFIELD ROAD, TAX MAP #170J-B-004.04 AND #170J-B-004.05, FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (2nd and final reading – tie vote 8/24/23)
 - C. **RESOLUTION NO. 3399** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT ON BEHALF OF THE CITY REGARDING DEMOLITION AND RESTORATION OF PROPERTY LOCATED AT 1500 KEEBLE STREET WITH OWNER CHETAN PATEL (Removed from table – 7/27/23)

9. New Business:

- A. **PUBLIC HEARING FOR ORDINANCE NO. 1197** – Rezone property located at 1026 Greens Lake Road, Tax Map 168E-N-015 from R-1 Residential District to R-3 Residential Apartment District
- B. **ORDINANCE NO. 1197** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1026 GREENS LAKE ROAD, TAX MAP #168E-N-015 FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (1st reading)
- C. **RESOLUTION NO. 3433** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPOINTING J. SCOTT MILLER AS THE CITY’S ALTERNATE REPRESENTATIVE TO THE MANAGEMENT COMMITTEE OF THE HAMILTON COUNTY WATER QUALITY PROGRAM
- D. **RESOLUTION NO. 3434** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A CONTRACT WITH THE DEPARTMENT OF SAFETY AND HOMELAND SECURITY FOR A GRANT TO PLACE SCHOOL RESOURCE OFFICERS (“SRO”) IN EACH OF THE CITY’S PUBLIC SCHOOLS
- E. **RESOLUTION NO. 3435** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE HAMILTON COUNTY DEPARTMENT OF EDUCATION REGARDING PLACEMENT OF SCHOOL RESOURCE OFFICERS (“SRO”) WITHIN HAMILTON COUNTY SCHOOLS
- F. **RESOLUTION NO. 3436** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE HAMILTON COUNTY AND THE HAMILTON COUNTY SHERIFF’S OFFICE (“HCSO”) TO PROVIDE INFORMATION TECHNOLOGY (“IT”) SERVICES TO THE CITY OF EAST RIDGE
- G. **RESOLUTION NO. 3437** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPLY FOR A GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE THROUGH THE TENNESSEE LAW ENFORCEMENT HIRING, TRAINING, AND RECRUITMENT PROGRAM, AND TO APPROVE THE CONTRACT PENDING THE AWARD OF THE GRANT TO THE CITY
- H. **RESOLUTION NO. 3438** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO ACCEPT A GRANT FROM THE STATE OF TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAM VIOLENT CRIME INTERVENTION FUND FOR PURCHASE OF EQUIPMENT AND TECHNOLOGY TO HELP COMBAT VIOLENT CRIME IN THE CITY, AND TO APPROVE THE CONTRACT FOR THE GRANT WITH THE STATE OF TENNESSEE
- I. **RESOLUTION NO. 3439** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO ACCEPT THE TENNESSEE AMERICAN WATER FIREFIGHTER SUPPORT GRANT

- J. **RESOLUTION NO. 3440** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING BIDS FOR CLEAN-UP OF PROPERTY LOCATED AT 0 SPRING CREEK ROAD
- K. **RESOLUTION NO. 3441** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING BIDS FOR MASONRY SAND FOR THE PARKS AND RECREATION DEPARTMENT
- L. **RESOLUTION NO. 3442** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL ADOPTING A FACILITY FEE WAIVER POLICY FOR THE PARKS AND RECREATION DEPARTMENT
- M. **RESOLUTION NO. 3443** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE TRAFFIC SIGNAL STRAIN POLE TO BE LOCATED AT JOHN ROSS ROAD AND RINGGOLD ROAD
- N. **RESOLUTION NO. 3444** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO RESCIND RESOLUTION NO. 3432 AND APPROVE CONSTRUCTION OF THE NORTH MACK SMITH ROAD WIDENING PROJECT PER THE DESIGN PLANS DATED JANUARY 19, 2022, AND CONSISTING OF PHASE 1 AND PHASE 2
- O. **RESOLUTION NO. 3445** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE THE STREET RESURFACING PROGRAM FOR FY 2023-2024
- P. **RESOLUTION NO. 3446** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING REPAIRS TO THE BODY OF SANITATION TRUCK #26, A 2017 SIDE LOADER, BY CMI EQUIPMENT SALES, INC.
- Q. Discussion of Tentative Agenda Items for the **September 28, 2023** Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA**

September 28, 2023

8. Old Business:

- A. **ORDINANCE NO. 1197** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1026 GREENS LAKE ROAD, TAX MAP #168E-N-015 FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (2nd and final reading)

9. New Business:

- A. **ORDINANCE NO. ____** – Budget Amendment (1st reading)
- B. **RESOLUTION NO. ____** - SBA Tower – Approval of Extension of Ground Lease
- C. **RESOLUTION NO. ____** - Multi Modal Project – Approval of Change Order No. 1 from ASA Engineering in the amount of \$249,320
- D. **RESOLUTION NO. ____** - Approval of Sign Consultant for design, build, and installation of City designated signs throughout the City
- E. Discussion of Plans for a Pavilion adjacent to City Hall and the Community Center

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

**August 24, 2023
6:00 pm**

The East Ridge City Council met pursuant to notice on August 24, 2023, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Rev. Terry Arnold, Pentecostals of East Ridge, gave the invocation. All joined in the Pledge of Allegiance to the Flag.

Present: Mayor Williams, Councilmember Cagle, Councilmember Tyler, Councilmember Witt, City Manager Miller, City Attorney Litchford, and Administrative Assistant Mahoney.

Absent: Vice Mayor Haynes

Approval of Minutes August 10, 2024 Council Meeting – Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve the minutes. The vote was unanimous. Motion approved.

Communication from Citizens:

Jerry Lee Catlett, 1131 John Ross Road, stated the new sidewalks have cracks in them and Ringgold Road needs to be swept to clean up construction debris.

Communication from Councilmembers:

Councilmember Tyler and Councilmember Witt had nothing at this time.

Councilmember Cagle asked what the dates are for the Remote Area Medical Clinic. Director Skiles stated it is scheduled for September 9 – 10, 2023. Mr. Cagle also asked Chief Building Official Howell about a WWTA increase of 8%. Mr. Howell will check with WWTA on this.

Mayor Williams announced the following:

- Animal Services/Parks and Recreation
 - Pups and Pops in the Park – National Dog Day, August 26, 2023, 10 – 12 noon at the East Ridge Dog Park. Treats will be provided for dogs and their humans.
- 2nd Annual Fall Festival – October 7, 2023, from 10 am – 5 pm – Food, drinks, yard games, craft vendors, music, petting zoo, kids’ zone, and more. Free Admission.

Communication from City Manager:

- Multi-Modal Project
 - Curbing, sidewalks, and drain structures are being installed on the north side between Cemetery and Belvoir.
 - West of Broome’s to Weldon, they are grading the shoulder to install 5-foot sidewalks over the drainpipe that will be installed over the next few weeks.

- East Ridge Animal Shelter – We advertised for bids for this project to be opened on September 26, 2023.
- Sign Consultant – Request for Qualifications were advertised for a sign consultant which is due on September 13, 2023. This will be for “Welcome to East Ridge” and other various signs throughout the City.

Old Business:

ORDINANCE NO. 1191 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND EAST RIDGE MUNICIPAL CODE, TITLE 20, CHAPTER 2, WHICH CHAPTER IS KNOWN AS “THE EAST RIDGE AIR POLLUTION CONTROL ORDINANCE,” BY PROVIDING FOR INCORPORATION BY REFERENCE OF CERTAIN FEDERAL REGULATIONS AND FOR CERTAIN HOUSEKEEPING PROVISIONS (2nd and final reading) - City Attorney Litchford read on caption. City Manager Miller discussed the various amendments to the ordinance. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1191 on second and final reading. The vote was unanimous. Motion approved.

ORDINANCE NO. 1192 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTIES LOCATED AT 636 AND 650 LAYFIELD ROAD, TAX MAP #170J-B-004.04 AND #170J-B-004.05, FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (2nd and final reading) - City Attorney Litchford read on caption. Chief Building Official Howell stated the rezoning would be to construct five individual residential units with the following conditions: 1) Only single-family detached homes and townhomes will be allowed, and 2) no individual driveways on Layfield Road. He stated trash would be picked up on a private alley in the area. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1192 on second and final reading. Councilmember Cagle discussed the density of five units on one-half acre. He believes we are over building and considers this a spot zoning. Roll call vote: Councilmember Cagle - no; Councilmember Tyler - yes; Councilmember Witt - no; Mayor Williams - yes. Motion denied (no majority.)

ORDINANCE NO. 1194 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1438 NORTH SMITH STREET, TAX MAP #169L-K-001.01 FROM R-1 RESIDENTIAL DISTRICT AND C-1 COMMERCIAL TOURISM DISTRICT TO RT-1 RESIDENTIAL TOWNHOME DISTRICT (2nd and final reading) - City Attorney Litchford read on caption. Chief Building Official Howell stated the applicant wants to construct three townhomes, one less than his original request. The new site plan showed no parking off N. Smith Street. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Ordinance No. 1194. Councilmember Cagle asked about the number of bedrooms and parking spaces for each unit. Mr. Howell stated they would be 2 – 3 bedrooms with each unit requiring two parking spaces. Mr. Cagle asked if 2 or more bedrooms required 3 spaces. Mr. Howell stated if the

units are 3 bedrooms, 3 parking spaces would be required. Roll call vote: Councilmember Cagle - no; Councilmember Tyler - yes; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

ORDINANCE NO. 1196 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE FISCAL YEAR 2024 OPERATING BUDGET, ORDINANCE NO. 11, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (2nd and final reading) - City Attorney Litchford read on caption. City Manager Miller stated the amendment is for the purchase of an International Side Load Body that was ordered in March 2022. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Ordinance No. 1196 on second and final reading. The vote was unanimous. Motion approved.

New Business:

ORDINANCE NO. 1189 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE EAST RIDGE ZONING ORDINANCE NO. 481, RELATIVE TO PARKING REQUIREMENTS FOR HOTELS/MOTELS LOCATED WITHIN CERTAIN COMMERCIAL DISTRICTS (1st reading) - City Attorney Litchford read on caption. Mr. Howell stated that on June 5, 2023, the Planning Commission reviewed amending the parking requirements for hotels/motels located within C-1, C-2, and C-4 Commercial zones. The amendment would reduce the parking requirements from 1.25 and 1.5 spaces per room to one parking space per room. The Planning Commission approved the request to move forward to City council. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1189 on first reading. Roll call vote: Councilmember Cagle - no; Councilmember Tyler - yes; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

Consideration to authorize ASA Engineering to finalize the construction and bid documents for the North Mack Smith widening project from Ringgold Road to the entrance to the Gateway Development and to authorize the roadway project to be competitively bid. - City Manager Miller stated the plan drafted by ASA Engineering in January 2022 provided for widening N. Mack Smith Road from Ringgold Road to the front gate of the Gateway development. The project entailed right-of-way acquisition of eight parcels adjacent to the sides of N. Mack Smith. The total was \$876,829. We negotiated with the property owners but still have not acquired all the right-of-way needed. Mr. Miller and the Mayor have spoken with other property owners who want to get this project moving. One viable alternative would be to construct the road from Ringgold Road to the property line of the Fairfield Inn and Suites and then complete the road staying within the City's existing 50 foot right-of way. Another alternative would be to continue negotiations to acquire the remainder of the right-of-way. Mr. Miller is asking for direction from Council. Councilmember Witt made a motion, seconded by Councilmember Tyler, to amend Resolution No. 3308 to approve the plans to construct the road up to the Fairfield Inn track #1 and thereafter construct the road up to the Gateway Development within the City's 50-foot right-of-way. The vote was unanimous. Motion approved. Councilmember Witt thanked City Manager Miller for all his hard work on this project. This will be **Resolution No. 3432**.

RESOLUTION NO. 3427 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY HORN AND ASSOCIATES FOR THE DESIGN AND IMPLEMENTATION OF A FIVE-YEAR PARKS AND RECREATION PLAN - City Attorney Litchford read on caption. Development Administrator McAllister is requesting Council approve the services agreement with Kimley Horn in the amount of \$26,800. A committee reviewed all the statements of qualifications and brought in three firms for interviews and is now recommending Kimley Horn. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3427. The vote was unanimous. Motion approved.

RESOLUTION NO. 3428 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MODIFICATION OF THE ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE CITY OF EAST RIDGE AND THE EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD (“IDB”), AND COMMUNITY BUILDERS, LLC AND STERLING HOLDINGS, LLC - City Attorney Litchford read on caption. Mr. Litchford stated this is regarding the Gateway project. The State of Tennessee approved a grant for \$5 million, but the cost has now exceeded that amount. There is a 25% holdback amount to be distributed to the developer upon substantial completion of the public infrastructure sufficient to support the development in Phase I. The developer is requesting an amendment in order to be paid the 25%. Councilmember Tyler made a motion to approve Resolution No. 3428. Motion failed for lack of a second.

RESOLUTION NO. 3429 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE TWO (2) PORTABLE RADIOS FROM MOTOROLA SOLUTIONS FOR THE EAST RIDGE ANIMAL SERVICES DEPARTMENT THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #424, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b) - City Attorney Litchford read on caption. City Manager Miller stated the radios that we have are out of date and not functional. These items were budgeted. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3429. The vote was unanimous. Motion approved.

RESOLUTION NO. 3430 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEE FOR USE OF THE COMMUNITY CENTER BY SONS OF CONFEDERATE VETERANS N.B. FORREST CAMP NO. 3 FOR THEIR MONTHLY MEETINGS - City Attorney Litchford read on caption. City Manager Miller is requesting this item be tabled in order for the City to establish a policy on waiving fees for non-profit organizations. He has seen policies in other cities that will waive fees for non-profits providing the organization provides a service or a benefit to the Community. Councilmember Witt made a motion, seconded by Councilmember Cagle, to table Resolution No. 3430. The vote was unanimous. Motion approved.

RESOLUTION NO. 3431 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AMENDING RESOLUTION NO. 3410 TO ALLOW FOR A PRICE INCREASE ON A VEHICLE PREVIOUSLY APPROVED FOR PURCHASE BY THE CITY COUNCIL -

City Attorney Litchford read on caption. Director Skiles stated this vehicle was previously approved on July 27, 2023. Since that time, prices have increased by \$2,575, which is still within the amount budgeted. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3431. The vote was unanimous. Motion approved.

Discussion of Tentative Agenda Items for the September 14, 2023 Council Meeting (see Attachment A

- Employee Milestone Awards for August 2023
- **Old Business:**
 - **ORDINANCE NO. 1189 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE EAST RIDGE ZONING ORDINANCE NO. 481, RELATIVE TO PARKING REQUIREMENTS FOR HOTELS/MOTELS LOCATED WITHIN CERTAIN COMMERCIAL DISTRICTS (2nd and final reading) – No discussion.**
- **New Business:**
 - **ORDINANCE NO. ____ – Rezone 1026 Greenslake Road from R-1 to R-3 (1st reading) – Mr. Howell stated this is an existing apartment complex that was in the blanket rezoning years ago. It is currently R-1 and is seeking a legal conforming rezoning to R-3.**
 - **RESOLUTION NO. ____ – Approval of SRO Grant Contract – Mr. Miller stated this is a grant contract between the State of Tennessee Department of Homeland Security and the East Ridge Police Department to put SRO’s in the schools.**
 - **RESOLUTION NO. ____ – Approval for Hamilton County ITS System for Police Department – Mr. Miller stated this is a contract for Hamilton County to provide a records management system that would connect us with the County’s system at a cost of \$5,128.**
 - **RESOLUTION NO. ____ – Approval of bids for sand at Baseball Fields – Director Skiles stated this should be for baseball/softball field renovations for fields 1 – 4 at Camp Jordan. Mr. Miller stated we need a program where we do at least four fields each year.**

Mr. Litchford stated that he will have a resolution for a settlement for 1500 Keeble Street with property owner Chetan Patel.

Development Administrator McAllister will have the Tennessee American Fire Grant at the next meeting.

Being no further business, the meeting was adjourned.

City of East Ridge

Summary Financial Statement of Revenues and Expenditures

Jul-23

Unaudited

Spent YTD

8.33%

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
110 General Fund						
REVENUE						
31100	Property Taxes	6,569,000	0	0	0.00%	8.33%
31200	Property Taxes (Delinquent)	500,000	0	0	0.00%	8.33%
31610	Local Sales Tax - Co. Trustee	3,600,000	0	0	0.00%	8.33%
31611	Incremental State Sales Tax	9,304,398	0	0	0.00%	8.33%
31710	Wholesale Beer Tax	420,000	0	0	0.00%	8.33%
31800	State Net Allocation	290,000	0	0	0.00%	8.33%
31810	Minimum Business Licenses	7,000	0	0	0.00%	8.33%
31827	5% State Commission	22,000	0	0	0.00%	8.33%
31912	* Cable TV Franchise Tax	200,000	0	0	0.00%	8.33%
31961	Liens Collected by Trustee	25,000	0	0	0.00%	8.33%
32120	Wrecker Licenses	350	0	0	0.00%	8.33%
32200	Alcoholic Beverage Tax	200,000	0	0	0.00%	8.33%
32210	Beer Licenses & Etc.	8,000	50	100	1.25%	8.33%
32220	Liquor Licenses	3,500	0	0	0.00%	8.33%
32225	Fireworks Fees/Permits	3,000	0	0	0.00%	8.33%
32226	Annual Fireworks Permit Fee	300	0	0	0.00%	8.33%
32610	Building Permits	200,000	22,388	1,890	0.95%	8.33%
32615	Fire Preventions/Permits	1,000	150	50	5.00%	8.33%
32620	Electrical Permits	30,000	1,490	1,180	3.93%	8.33%
32630	Plumbing Permits	15,000	1,212	1,340	8.93%	8.33%
32640	Natural Gas Permits	2,000	120	279	13.95%	8.33%
32650	Excavating Permits (St. Opening	4,000	3,830	200	5.00%	8.33%
32660	Zoning Permits	4,000	850	50	1.25%	8.33%
32671	Regular Sign Permits	3,500	150	125	3.57%	8.33%
32672	Temporary Sign Permits	300	0	0	0.00%	8.33%
32690	Plan Review Fees	100	0	0	0.00%	8.33%
32691	Tree Trimming Permits	100	0	0	0.00%	8.33%
32905	Other Code Enforcement Fees	25,000	17,411	300	1.20%	8.33%
32960	Yard Sale Permits	200	0	0	0.00%	8.33%
32990	Mechanical Permits	15,000	1,865	960	6.40%	8.33%
33140	ARPA Funds - Federal	0	0	0	0.00%	8.33%
33190	FEMA/TEMA FY 2021	0	0	0	0.00%	8.33%
33191	Direct Appropriation State of TN	0	0	0	0.00%	8.33%
33410	State Law Enforcement Education	37,600	0	0	0.00%	8.33%
33430	State Fire Service Educational Grant	19,200	0	0	0.00%	8.33%
33510	State Sales Tax	2,627,122	0	0	0.00%	8.33%
33511	Interstate Telecom. Sales Tax	5,000	0	0	0.00%	8.33%
33512	Sportsbetting	32,000	0	0	0.00%	8.33%
33513	Occupancy Tax	1,500	0	0	0.00%	8.33%
33515	State Sales Tax/Telecommunications	500	0	0	0.00%	8.33%
33520	State Income Tax	0	0	0	0.00%	8.33%
33530	** State Beer Tax	10,192	0	0	0.00%	8.33%
33540	State Mixed Drink Tax	95,000	0	0	0.00%	8.33%
33552	State-City Streets And Transportation	40,565	0	0	0.00%	8.33%
33560	Seized/Awarded by State	0	0	0	0.00%	8.33%
33591	* TVA - Gross Receipts Tax	266,004	0	0	0.00%	8.33%
33593	Corporate Excise Tax	6,000	0	0	0.00%	8.33%
34121	Clerks' Fees - Business Tax	2,000	195	195	9.75%	8.33%
34211	Accident Report Charges	2,000	116	119	5.95%	8.33%
34212	Driver Licenses Reinstatement Fee	2,000	50	0	0.00%	8.33%

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
34221	Ridgeside Fire Service Contract	116,604	8,984	9,717	8.33%	8.33%
34231	Police Services	0	0	613	0.00%	8.33%
34314	Mowing	9,800	270	0	0.00%	8.33%
34500	Donations - New Animal Shelter	5,000	0	40	0.80%	8.33%
34515	Rabies & Spay/Neuter Cert.	500	0	0	0.00%	8.33%
34516	Registration	500	25	30	6.00%	8.33%
34517	Adoption	1,000	150	0	0.00%	8.33%
34518	Board & Impound Fees	1,000	0	70	7.00%	8.33%
34520	A/S Donations-Designated	1,000	0	300	30.00%	8.33%
34641	Indoor Soccer Income	140,000	0	0	0.00%	8.33%
34642	Community Center Income	40,000	6,487	1,775	4.44%	8.33%
34643	Outdoor Soccer Fees	70,000	4,780	9,720	13.89%	8.33%
34644	Baseball Fees	35,000	4,320	6,690	19.11%	8.33%
34645	Softball Fees	25,000	2,530	4,550	18.20%	8.33%
34646	Gate	30,000	1,883	4,541	15.14%	8.33%
34648	Adult League - Softball	30,000	1,000	1,200	4.00%	8.33%
34649	Concerts/Events - Camp Jordan	10,000	125	0	0.00%	8.33%
34651	Multi-Purpose Building (Arena)	140,000	19,347	24,535	17.52%	8.33%
34652	Pavilion Rental	18,000	1,175	968	5.38%	8.33%
34653	Track Rental	2,000	0	0	0.00%	8.33%
34654	Field Rental	62,000	8,325	6,330	10.21%	8.33%
34655	Amphitheater	14,000	0	2,650	18.93%	8.33%
34656	Concessions	40,000	3,816	4,533	11.33%	8.33%
34657	Overnight - Rv Rental	18,000	1,025	2,367	13.15%	8.33%
34658	Tournament Team Fees	1,500	0	0	0.00%	8.33%
34712	Sponsorship/Parks & Rec	5,000	0	0	0.00%	8.33%
34720	Football Gate	3,000	0	0	0.00%	8.33%
34751	Basketball Gate	18,000	0	0	0.00%	8.33%
34742	Basketball Player Fees	16,000	0	0	0.00%	8.33%
34743	Football Player Fees	11,000	3,150	4,575	41.59%	8.33%
34744	Photography	1,200	0	0	0.00%	8.33%
34745	Vending/Concessions	8,000	509	445	5.56%	8.33%
34746	Cheerleading	2,000	0	0	0.00%	8.33%
34747	Rent-Arena Equipment	25,000	0	2,003	8.01%	8.33%
34749	Soccer Field Rentals	60,000	1,520	7,478	12.46%	8.33%
34760	Library Charges	1,200	136	71	5.93%	8.33%
34761	Library - Copies	1,500	73	90	5.97%	8.33%
34794	Community Center M. Fee	1,000	0	0	0.00%	8.33%
35100	Municipal Court Fines & Costs	400,000	45,164	15,984	4.00%	8.33%
35120	Public Defender Fees	500	0	0	0.00%	8.33%
35150	Diversion Filing	300	0	0	0.00%	8.33%
36100	Interest Earnings	5,000	1,883	881	17.62%	8.33%
36211	Rent - Cell Tower	12,925	1,077	1,077	8.33%	8.33%
36310	Sale of Land	0	0	0	0.00%	8.33%
36330	Sale Of Equipment	10,000	0	0	0.00%	8.33%
36350	Insurance Recoveries	50,000	0	0	0.00%	8.33%
36901	Pipes/Culverts	3,000	0	0	0.00%	8.33%
36902	Repayment - Damages- Traffic Device	0	0	0	0.00%	8.33%
36903	Christmas Parade	500	0	0	0.00%	8.33%
36905	Designated Police-Sale of Vehicles	15,000	1,152	3,718	24.79%	8.33%
36906	Designated Fire-Sale of Vehicles	5,000	0	0	0.00%	8.33%
36990	Miscellaneous Revenues	25,000	3,364	155	0.62%	8.33%
36992	Hamilton County	0	0	0	0.00%	8.33%
37200	AHO - Fines/Court Costs	1,500	0	0	0.00%	8.33%
	Use of Fund Balance	0	1,704,605	2,065,677	0.00%	8.33%
	Total Revenues	26,091,960	1,876,750	2,189,570	0.47%	8.33%

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
EXPENDITURES						
41000	General Government	1,195,825	86,801	584,626	48.89%	8.33%
41100	Administrative	1,051,215	97,737	106,605	10.14%	8.33%
41111	City Council	99,490	5,956	8,586	8.63%	8.33%
41210	Municipal Court	395,640	28,138	28,633	7.24%	8.33%
41520	City Attorney	137,075	0	435	0.32%	8.33%
41800	Buildings & Grounds Maintenance	362,274	27,120	33,811	9.33%	8.33%
41900	City Hall Complex	51,975	3,518	2,955	5.69%	8.33%
42100	Police	2,515,428	773,406	481,726	19.15%	8.33%
42121	Criminal Investigation	879,088	50,278	51,605	5.87%	8.33%
42123	Patrol	2,500,004	170,431	207,433	8.30%	8.33%
42125	Traffic Division	343,290	12,124	14,017	4.08%	8.33%
42200	Fire Department	3,292,814	345,083	356,236	10.82%	8.33%
42400	Building/Planning/Zoning	642,506	74,902	62,216	9.68%	8.33%
43110	Highway And Street	640,288	28,598	50,420	7.87%	8.33%
43120	Traffic Control & Street Markers	389,132	25,986	24,599	6.32%	8.33%
43170	Transfer Station/Brush Pit/Fleet	9,600	1,380	2,025	18.68%	8.33%
44140	Animal Control	339,617	19,643	19,955	5.88%	8.33%
44410	Parks and Recreation	1,076,350	71,381	79,544	7.39%	8.33%
44420	Multi-Purpose Recreation Bldg	278,454	18,337	29,735	10.68%	8.33%
44430	Community Center	253,290	6,021	13,040	5.15%	8.33%
44450	McBrien Complex	1,400	146	145	10.37%	8.33%
44610	Soccer - Recreation	69,400	485	5,550	8.00%	8.33%
44620	Soccer - Indoor	72,700	0	0	0.00%	8.33%
44630	Baseball/Softball	65,700	11,285	3,900	5.94%	8.33%
44640	Football/Cheer	15,050	0	0	0.00%	8.33%
44650	Adult Softball	34,200	0	0	0.00%	8.33%
44700	Basketball	18,000	0	0	0.00%	8.33%
44800	Libraries	296,906	17,910	21,635	7.29%	8.33%
44810	History Museum	625	84	140	22.40%	8.33%
46500	Community Development Programs	10,000	0	0	0.00%	8.33%
43530	Transfer to ARPA Fund	0	0	0	0.00%	8.33%
47200	Economic Development	6,678,998	0	0	0.00%	8.33%
49100	Debt Service	96,013	0	0	0.00%	8.33%
49400	Capital Projects - Transfer Out	2,279,613	0	0	0.00%	8.33%
	Total Expenditures	26,091,960	1,876,750	2,189,570	8.39%	8.33%
Total ##	General Fund	0	0	0		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
121 State Street Aid						
REVENUE						
33450	State Grant - TIP Funds	415,000	0	0	0.00%	8.33%
33460	State Grant - HIP Funds	260,000	0	0	0.00%	8.33%
33550	2017 Gas Tax Improve	200,000	0	0	0.00%	8.33%
33551	State Gasoline And Motor Fuel Tax	570,000	0	0	0.00%	8.33%
36100	Interest Earnings	100	15	13	13.30%	8.33%
36330	Sale of Equipment	0	0	0	0.00%	8.33%
	Use of Fund Balance	1,474,849	18,894	18,017	0.00%	8.33%
	Total Revenues and Other Sources	2,919,949	18,909	18,030	0.00%	8.33%
EXPENDITURES						
43190	State Street Aid	2,919,949	18,909	18,030	0.62%	8.33%
	Total Expenditures	2,919,949	18,909	18,030	0.62%	8.33%
Total	## State Street Aid Fund	0	0	0		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
122 Grant Fund						
REVENUE						
33109	CSX Transportation Grant - 2022	0	25,000	0	0.00%	8.33%
33114	TML Driver Safety Grant	4,000	0	0	0.00%	8.33%
33120	TDOT 2015 Multi Modal Grant	0	0	0	0.00%	8.33%
33425	Aquatic Stream Clean Grant	1,000	0	0	0.00%	8.33%
33493	TML Safety Grant	3,000	0	0	0.00%	8.33%
36100	Interest Earnings	0	2	0	0.00%	8.33%
36420	Police Traffic Safety Grant	0	0	0	0.00%	8.33%
36421	TN AM Grants	0	0	0	0.00%	8.33%
36422	Target Grant	0	0	0	0.00%	8.33%
36423	Maddie's Fund	0	0	0	0.00%	8.33%
36711	Safety Conservation Grant	4,000	0	0	0.00%	8.33%
36920	THS089-Police	0	475	0	0.00%	8.33%
36921	Homeland Security - Police	0	0	0	0.00%	8.33%
36922	Homeland Security - Fire	0	0	0	0.00%	8.33%
36925	Violent Crime Intervention Grant	190,000	0	0	0.00%	8.33%
36962	Operating Transfers-Capital Projects	0	0	0	0.00%	8.33%
	Use of Fund Balance	8,000	0	0	0.00%	8.33%
	Total Revenues and Other Sources	210,000	25,476	0	0.00%	8.33%
EXPENDITURES						
21211	Due to General Fund	0	0	0	0.00%	8.33%
43150	Grants	210,000	0	0	0.00%	8.33%
	Total Expenditures	210,000	0	0	0.00%	8.33%
Total ## Grant Fund		0	25,476	0		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
127 Drug Investigation Fund						
REVENUE						
33197	Federal/State Grants	10,000	0	6,175	61.75%	8.33%
33560	Seized/Awarded by State	35,000	2,151	0	0.00%	8.33%
35200	Drug Fines	20,000	4,562	838	4.19%	8.33%
35400	Sale of Confiscated Property	2,000	0	0	0.00%	8.33%
	Use of Fund Balance	0	0		0.00%	8.33%
	Total Revenues and Other Sources	67,000	6,713	7,013	10.47%	8.33%
EXPENDITURES						
42129	Drug Investigation and Control	67,000	0	0	0.00%	8.33%
	Total Expenditures	67,000	0	0	0.00%	8.33%
Total ##	Drug Investigation Fund	0	6,713	7,013		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
130 Economic Development Fund						
REVENUE						
31611	Incremental State Sales Tax Rev	6,628,998	0	0	0.00%	8.33%
36100	Interest Earnings	0	1	0	0.00%	8.33%
	Transfer In	0	0	0	0.00%	8.33%
	Use of Fund Balance	0	0	0	0.00%	8.33%
	Total Revenues and Other Sources	6,628,998	1	0	0.00%	8.33%
EXPENDITURES						
	Economic Development	5,557,478	0	0	0.00%	8.33%
	Debt Payment	1,071,520	0	0	0.00%	8.33%
	Total Expenditures	6,628,998	0	0	0.00%	8.33%
Total ##	Economic Development Fund	0	0	0		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
131 Solid Waste Fund						
REVENUE						
33190	FEMA/TEMA 2021	0	0	0	0.00%	8.33%
34416	Special Assessment - Garbage	1,629,279	180	0	0.00%	8.33%
34418	Extra Cans	1,500	240	0	0.00%	8.33%
34420	Dumpster Rentals	6,000	400	0	0.00%	8.33%
34422	Recycling - Transfer Station	2,000	694	0	0.00%	8.33%
34426	Sale Of Mulch	200	12	0	0.00%	8.33%
34430	Refuse Collection And Disposal	2,000	51	0	0.00%	8.33%
36330	Sale of Equipment	0	0	0	0.00%	8.33%
36350	Insurance Recoveries	0	0	0	0.00%	8.33%
	Use of Fund Balance	0	598,189	90,945	0.00%	8.33%
	Total Revenues and Other Sources	1,640,979	599,767	90,945	0.00%	8.33%
EXPENDITURES						
43200	Solid Waste	1,640,979	599,767	90,945	5.54%	8.33%
	Total Expenditures	1,640,979	599,767	90,945	5.54%	8.33%
Total ## Solid Waste Fund		0	0	0		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
212 TML Loan Fund						
REVENUE						
31920	Room Occupancy Tax	713,774	3,323	0	0.00%	8.33%
36100	Interest Earnings	1,000	2,335	9,411	941.08%	8.33%
37940	Transfer In	1,401,000	0	0	0.00%	8.33%
	Use of Fund Balance	0	0	0	0.00%	8.33%
	Total Revenues and Other Sources	2,115,774	5,657	9,411	0.44%	8.33%
EXPENDITURES						
49111	Camp Jordan - Phase Two - 2020	145,564	0	0	0.00%	8.33%
49114	Refunding Bond Issue - 2021	836,763	0	0	0.00%	8.33%
49300	Series 2022 Bond Issue	726,325	0	0	0.00%	8.33%
49310	2015 - Exit One/Capital Projects	208,875	0	0	0.00%	8.33%
49320	2017 - Exit One - I75	0	0	0	0.00%	8.33%
49412	Public Safety - Lease Purchase	37,800	0	0	0.00%	8.33%
49413	Public Safety - Capital Outlay Note	106,917	0	0	0.00%	8.33%
49414	Public Safety - Lease Purchase	53,530	0	0	0.00%	8.33%
			0	0	0.00%	8.33%
	Total Expenditures	2,115,774	0	0	0.00%	8.33%
Total	## TML Loan Fund	0	5,657	9,411		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
341 Capital Projects Fund						
REVENUE						
33113	LPRF 2018 - Pioneer Playground	0	0	0	0.00%	8.33%
33120	TDOT 2015 Multi Modal Grant	3,000,000	0	0	0.00%	8.33%
33123	Dog Dash Grant	0	0	970,727	13.87%	8.33%
34510	Dog Park Donations	0	0	0	0.00%	8.33%
36421	TN American Water Grant	0	0	0	0.00%	8.33%
36915	Bond Proceeds	7,000,000	0	0	0.00%	8.33%
36992	Hamilton County	1,000,000	0	0	0.00%	8.33%
37940	Operating Transfers - Other Funds	2,279,613	0	0	0.00%	8.33%
	Use of Fund Balance	0	279,684	0	0.00%	8.33%
	Total Revenues and Other Sources	13,279,613	279,684	970,727	7.31%	8.33%
EXPENDITURES						
41800	Bldg & Grounds/Maintenance	500,000	0	0	0.00%	8.33%
43110	Multi Modal Project - Ringgold Road	4,000,000	279,684	168,875	4.22%	8.33%
43121	North Mack Smith Road	4,850,000	0	0	0.00%	8.33%
43122	Resurfacing Projects	500,000	0	0	0.00%	8.33%
43123	Park Ridge Access Road	0	0	0	0.00%	8.33%
44410	Parks & Recreation	0	0	0	0.00%	8.33%
44421	Splash Pad/Playground	0	0	0	0.00%	8.33%
44423	Dog Park - Town Center	0	0	0	0.00%	8.33%
44424	Animal Shelter Building	1,600,000	0	15,120	0.01%	8.33%
44425	Dickert Pond Boardwalk & Pier	0	0	25,543	0.00%	8.33%
44426	Fuel Tank - Public Safety Facility	125,000	0	0	0.00%	8.33%
47200	Economic Development	50,000	0	10,000	20.00%	8.33%
	Total Expenditures	11,625,000	279,684	219,537	45.40%	8.33%
Total	## Capital Projects Fund	1,654,613	0	751,189		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
410 ARPA FUND						
REVENUE						
37940	Transfer In	0	0	0	0.00%	8.33%
	Use of Fund Balance	4,142,192	0	0	0.00%	8.33%
	Total Revenues and Other Sources	4,142,192	18	0	0.00%	8.33%
EXPENDITURES						
46490	Stormwater Projects - Ringgold Road	4,142,192	0	0	0.00%	8.33%
	Total Expenditures	4,142,192	0	0	0.00%	8.33%
Total	## Capital Projects Fund	0	-18	0		

ORDINANCE NO. 1189

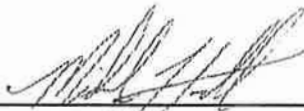
AGENDA MEMORANDUM

Amend Municipal Zoning Ordinance

481

Date: August 24, 2023

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On June 5, 2023, Building Department Staff requested the East Ridge Planning Commission to review and discuss amending the parking requirements for Hotels/Motels located within the following zoning districts; C-1 Commercial Tourism District, C-2 General Commercial District, and C-4 Planned Commerce Center District.

Currently, the C-1 and C-2 districts require 1.25 parking spaces per room, while the C-4 district requires 1.5 parking spaces per room. The amendment would reduce the parking requirements from 1.25 and 1.5 parking spaces per room to 1 parking space per room (1 to 1).

The East Ridge Planning Commission approved the request to move forward to the city council for review.

Ordinance 481 Zoning districts requested to be amended as follows:

Article V, Section 1100 - C-1 – Commercial Tourism District, Section 1108 - Minimum off-street parking and loading space requirements, Subsection A

Article V, Section 1200 - C-2 – General Commercial District, Section 1207 - Minimum off-street parking and loading space requirements, Subsection A

Article V, Section 1400 – C-4 Planned Commerce Center District, Section 1409 - Minimum off-street parking and loading space requirements, Subsection A

ORDINANCE NO. 1189

**AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL
TO AMEND THE EAST RIDGE ZONING ORDINANCE
NO. 481, RELATIVE TO PARKING REQUIREMENTS
FOR HOTELS/MOTELS LOCATED WITHIN CERTAIN
COMMERCIAL DISTRICTS**

WHEREAS, the City of East Ridge Zoning Ordinance No. 481 established parking requirements within various commercial zones in the City that pertain to hotels and motels as follows:

- Article V, Section 1100 – C-1 – Commercial Tourism District, Section 1108, Subsection A – currently requires 1.25 parking spaces per room.
- Article V, Section 1200 – C-2 General Commercial District Section 1207, Subsection A – currently requires 1.25 parking spaces per room.
- Article V, Section 1400 – C-4 Planned Commerce Center District, Section 1409, Subsection A – currently requires 1.5 parking spaces per room.

and

WHEREAS, the Building Department Staff is requesting that the parking requirements in the Commercial Zones listed above be amended to reflect that only one (1) parking space per room would be required; and

WHEREAS, the East Ridge Planning Commission approved the request on June 5, 2023, to amend Zoning Ordinance No. 481 to reflect these changes and move the request forward to the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that Zoning Ordinance No. 481 relative to parking requirements for commercial zones that pertain to hotels and motels be amended as follows:

- Article V, Section 1100 – C-1 Commercial Tourism District, Section 1108, Subsection A – amend to require one (1) parking space per room.
- Article V, Section 1200 – C-2 General Commercial District, Section 1207, Subsection A – amend to require one (1) parking space per room.
- Article V, Section 1400 – C-4 Planned Commerce Center District, Section 1409, Subsection A – amend to require one (1) parking space per room.

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

Approved on first reading _____

Approved on second reading _____

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to form:

Mark W. Litchford, City Attorney

ORDINANCE NO. 1192

AGENDA MEMORANDUM

REZONE

636 & 650 Layfield Road

From R-1 Residential to R-3 Apartment District

Date: September 14, 2023

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On July 10, 2023, Stone Creek Consulting, LLC petitioned the East Ridge Planning Commission to rezone the parcels found at 636 & 650 Layfield Road (Tax Map ID# 170J-B-004.04 and Tax Map ID# 170J-B-004.05) from R-1 Residential District to R-3 Residential Apartment District, to construct five detached single-family homes/townhomes.

The East Ridge Planning Commission approved the request to rezone. The applicant has requested the rezoning case move forward to the city council for review.

Following conditions:

- 1. Only single-family detached homes and townhomes shall be allowed.**
- 2. No individual driveways allowed on Layfield Road**

Update: This zoes a 2 - 2 vote by Council on 8/24/23

ORDINANCE NO. 1192

AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTIES LOCATED AT 636 AND 650 LAYFIELD ROAD, TAX MAP #170J-B-004.04 AND #170J-B-004.05, FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT

WHEREAS, Stone Creek Consulting, LLC petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of properties located at 636 and 650 Layfield Road, Tax Map #170J-B-004.04 and #170J-B-004.05, from R-1 Residential District to R-3 Residential Apartment District. The property is more particularly described as follows:

Lots 6 and 7, Final Plat Frawley and Layfield Subdivision, Plat Book 82, Page 42, ROHC, Deed Book 13208, Page 371, ROHC. Tax Map 170J-B-004.04 and 004.05

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on July 10, 2023, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on June 10, 2023 with conditions; and

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

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

WHEREAS, the East Ridge City Council held a public hearing on August 10, 2023 at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the properties located at 636 and 650 Layfield Road, Tax Map #170J-B-004.04 and #170J-B-004.05, from R-1 Residential District to R-3 Residential Apartment District, for uses consistent with such zoning.

Section 2. That approval of this ordinance will be subject to the following conditions:

- A. Only single-family detached homes and townhomes shall be allowed.
- B. No individual driveways will be allowed on Layfield Road.

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

Approved on First Reading _____, 2023

Approved on Second Reading _____, 2023

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney





Chattanooga-Hamilton County Regional Planning Agency
Zoning Change Application Form

CASE NUMBER: 2023-0106		Date Submitted: 05/15/2023	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezone From: R-1		Rezone To: R-3	Total acres in request area: 0.53
2 Applicant Requested Conditions		Yes: V	No:
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
1) Only Single-Family Detached homes and townhouses shall be allowed, 2) No individual driveways allowed on Layfield Rd.			
4 Property Information			
Property Address: 636 & 650 Layfield Rd		Property Tax Map Number: 170I B 004.04 & 004.05	
5 Proposed Development			
Reason for request/Project description:		Infill Housing	
6 Site Characteristics			
Current Use:		Vacant	
Adjacent Uses:		Vacant R-3, Single Family, Apartments	
7 Applicant Information			
Name: Stone Creek Consulting LLC (c/o Allen Jones)			
Address (street, city, state, zip): P. O. Box 2067, Dunlap, TN 37327			
Phone: 919-793-4077		Email: allen@stonecreekconsultingllc.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.			
8 Property Owner Information <i>Only fill out this section if applicant is not 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: Crew Holdings 1 LLC (c/o Evan Greene)			
Address (street, city, state, zip): 2906 Calhoun Ave, Chattanooga, TN 37407			
Phone: 423-227-6153		Email: epghomes@gmail.com	
9 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: See Submitted Application		Date:	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds
<input checked="" type="checkbox"/>	Application Fee: \$150	<input type="checkbox"/>	Cash
<input checked="" type="checkbox"/>	Notice signs	<input checked="" type="checkbox"/>	Credit
		Check	
		Number of notice signs: 1	
Municipality: East Ridge		Planning District: 6	Neighborhood: None
County Commission District: 8		City Council District: 0	
PC meeting date: July 10, 2023		Application processed by: Jennifer Ware	
Staff Recommendation:		PC Action/Date:	Legislative Action/Date/Ordinance:

Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT

CASE NUMBER: 2023-0106 **APPLICANT:** Stone Creek Consulting, LLC **PROPERTY OWNER:** Crew Holdings 1 LLC c/o Evan Greene
 c/o Allen Jones

PROPERTY ADDRESS: 636 & 650 Layfield Road **TAX MAP PARCEL ID:** 170J-B-004.01 & -004.05 **JURISDICTION:** East Ridge

SIZE OF PROPERTY: 0.53 acres **REQUEST:** Rezone from R-1 Residential District to R-3 Residential Apartment District with Conditions

REASON FOR REQUEST/PROPOSED USE: A request to rezone from R-1 Residential District to R-3 Residential Apartment District with conditions to develop single-unit detached homes or townhomes. The proposed conditions are:

1. Single-Family Detached and Townhouses only;
2. No individual driveways on Layfield Road.

PROPERTY DESCRIPTION			
EXISTING LAND USE Vacant	SURROUNDING LAND USES <u>North:</u> <u>East:</u> <u>South:</u> <u>West:</u>		ACCESS Layfield Road
TRANSPORTATION Layfield Road is a local road.	PROPOSED RESIDENTIAL DENSITY 9.43 du/ac	ADJACENT RESIDENTIAL DENSITY 2.55 du/ac (adjacent single-family) 14.2 du/ac (adjacent multi-family)	NATURAL RESOURCES A portion of the site is in the 500-year floodplain.

ZONING	
ZONING HISTORY	<ul style="list-style-type: none"> • There is no recent zoning history for the site. • Case 2005-0163, a request to rezone 664, 678, & 692 Layfield Road (abutting the site to the south and west) from R-1 Residential District to RT-1 Residential Townhouse District. The request was denied by East Ridge City Council. • Case 2023-0235, a request to rezone 664, 678, & 692 Layfield Road (abutting the site to the south and west) from R-1 Residential District to R-3 Residential Apartment District. The request was approved subject to conditions by East Ridge City Council through ordinance # 1177. The condition states: limited to allow only residential condominiums and/or townhome uses in accordance with the Tennessee Condominium Act codified at T.C.A. § 66-27-201 et seq., as amended.

ZONE DISTRICT COMPATIBILITY	USE	CURRENT R-1 DISTRICT	PROPOSED R-3 DISTRICT
	Single-Family Residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Two-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Multi-Family Residential/Townhomes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Institutional	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Lodging	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DEVELOPMENT STANDARDS		CURRENT R-1 DISTRICT	PROPOSED R-3 DISTRICT
	Lot Size	10,000 sf	10,000 sf plus 2,000 sf

Setbacks	Front: 25' Side: 10' Rear: 25'	for each additional unit over one Front: 25' Side: 10' Rear: 25'
Building Height	2 ½ stories or 35' except that a building may exceed these requirements provided that for every one foot of additional height over thirty-five the building shall be set back one additional foot from all property lines	2 ½ stories or 35' except that a building may exceed these requirements provided that for every one foot of additional height over thirty-five the building shall be set back one additional foot from all property lines

DISCUSSION OF STAFF RECOMMENDATION

Yes No See Comments

COMPATIBILITY WITH ADJACENT LAND USES

The site is surrounded by a mix of single-family residential, multi-family residential, and townhouse units. The proposed R-3 District is compatible with the existing multi-family residential and townhouse development.

Yes No See Comments

COMPATIBILITY WITH DEVELOPMENT FORM

The surrounding development form is a mix of one to two-story single-family residential on lots ranging from 0.15 to 0.5 acres, multi-story apartments with associated parking, and townhomes with front loaded parking.

Yes No See Comments

CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

The R-3 District would not introduce any nuisance concerns related to location, lighting, or height. A landscape buffer around the parking areas may need to be considered to reduce any potential nuisances to neighboring sites.



STONE CREEK CONSULTING LLC

PO Box 2067, Dunlap, TN 37327 | 919.793.4077

May 15, 2023

**RE: Zoning Application Narrative
650 & 633 Layfield Rd
East Ridge, TN**

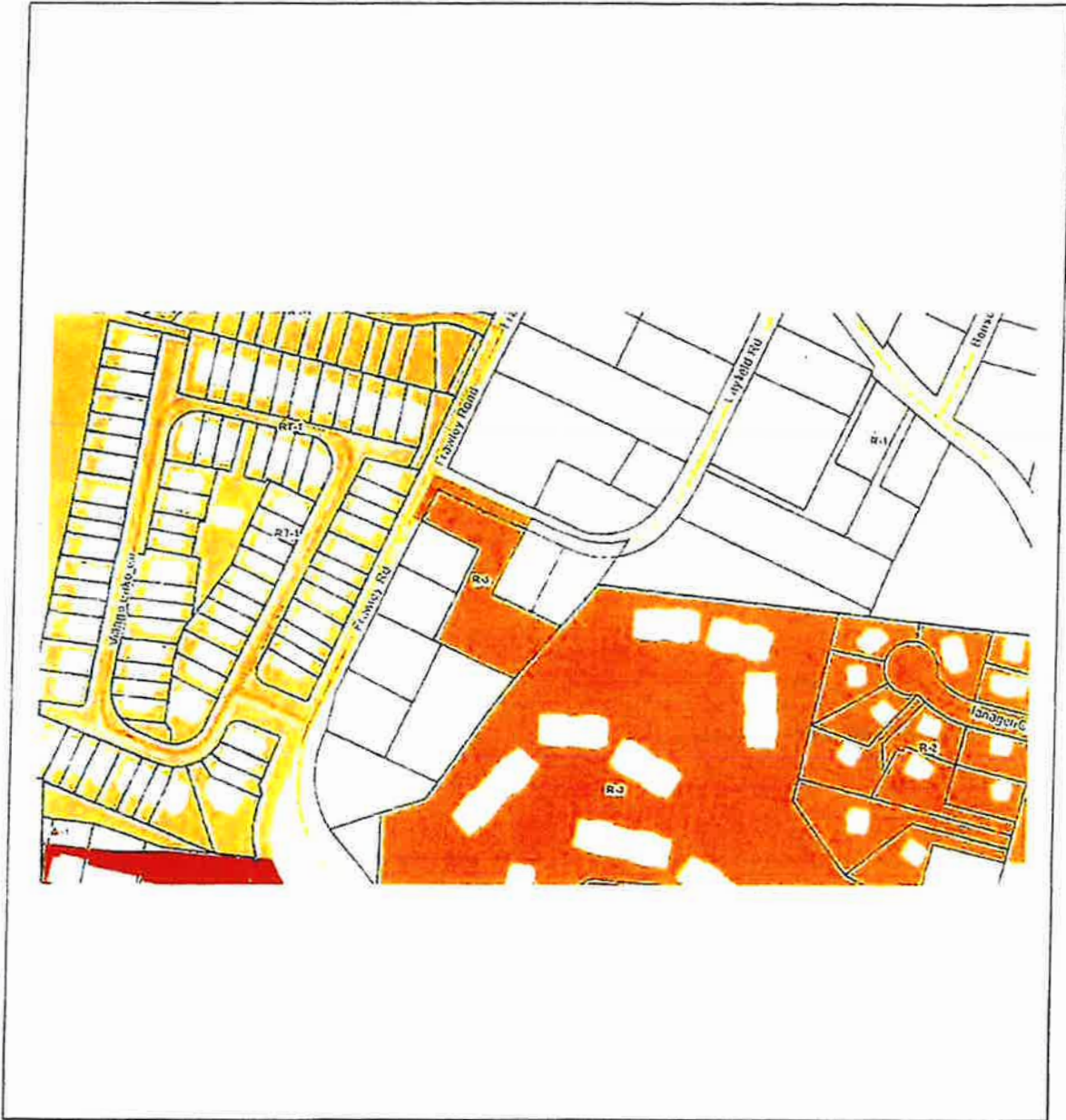
The property located at 650 & 633 Layfield Rd is zoned R-1, and the request is to rezone the property to R-3 to provide infill housing. There is a shortage of reasonably priced homes for sale and/or rent in East Ridge, and one way to help alleviate the housing shortage and rising building construction costs is to allow for additional density. The property surrounding this proposed development is zoned R-3, and there is an apartment complex located to the southeast of the site. I am also proposing the following conditions.

1. Only Single-Family Detached homes and townhouses shall be allowed
2. No individual driveways allowed on Layfield Road.

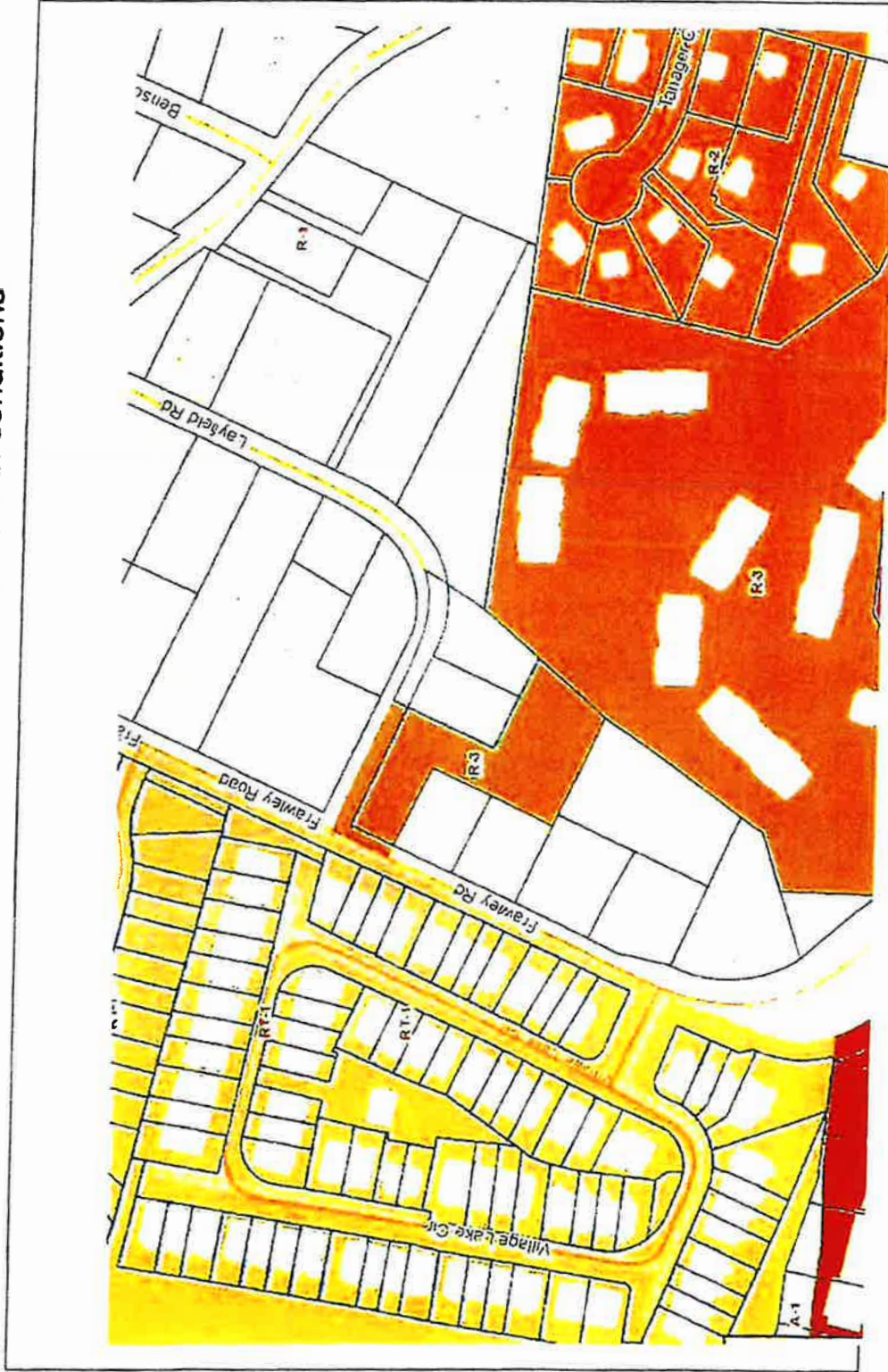
Sincerely,



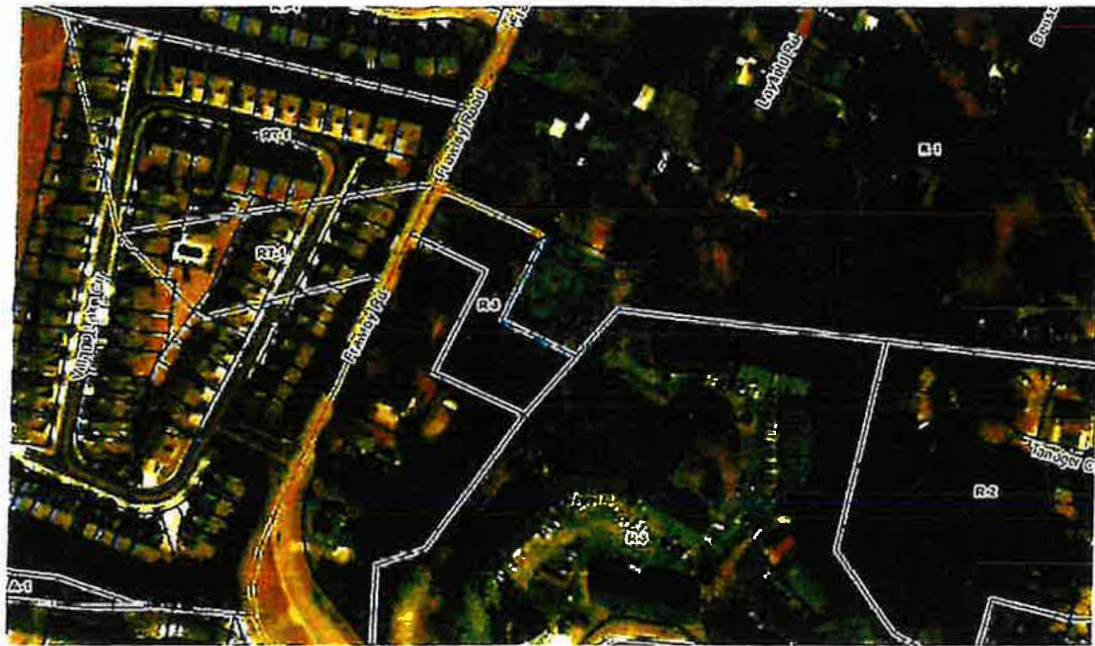
2023-0106 Rezoning from R-1 to R-3 with conditions



2023-0106 Rezoning from R-1 to R-3 with conditions



2023-0106 Rezoning from R-1 to R-3 with conditions



2023-0106 Rezoning from R-1 to R-3 with conditions



CLIENT: CREW HOLDINGS LLC
 226 SANDHURST
 47372 AND
 FREDERICKSBURG, VA 22405

PROJECT: LAYFIELD RD REZONE
 226 SANDHURST
 47372 AND
 FREDERICKSBURG, VA 22405

DATE: 08/14/2017

SCALE: 1" = 30'

TITLE: REZONING SITE PLAN

PROJECT NO.: C1.0



NOTES:

1. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND STATE AGENCIES.

2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND STATE AGENCIES.

3. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND STATE AGENCIES.

RESOLUTION NO. 3399

**AGENDA MEMORANDUM
SETTLEMENT AGREEMENT
REGARDING PROPERTY LOCATED
AT 1500 KEEBLE STREET**

September 14, 2023

Submitted by:

Mark Litchford, City Attorney

SUBJECT: Patel v. City of East Ridge
Chancery Court, Case No. 22-0690
Property Address: 1500 Keeble Street (169K-K-025)

Mayor and Council

This lawsuit arises out of the council's affirmation of the Housing Commission order of condemnation in August 2022, pursuant to Resolution No. 3309. The court instructed the parties to confer on a settlement that would bring the property into full compliance with all applicable building and property maintenance codes. Attached hereto is a draft settlement agreement that the attorneys have prepared which, if approved, will settle the case to the court's satisfaction.

RESOLUTION NO. 3399

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE MAYOR TO EXECUTE A
SETTLEMENT AGREEMENT ON BEHALF OF THE
CITY REGARDING DEMOLITION AND RESTORATION
OF PROPERTY LOCATED AT 1500 KEEBLE STREET
WITH OWNER CHETAN PATEL**

WHEREAS, on August 25, 2022, the East Ridge City Council passed Resolution No. 3309 wherein the City reaffirmed the East Ridge Housing Commission's Order of August 8, 2022 ("Demolition Order"), to demolish the structure located at 1500 Keeble Street, East Ridge, Tennessee (the "Property"); and

WHEREAS, the property owner Chetan K. Patel ("Mr. Patel") filed a Verified Petition for Writ of Certiorari and Supersedeas in the Chancery Court of Hamilton County, Tennessee, requesting the Court to overturn the Demolition Order; and

WHEREAS, Mr. Patel has agreed to undertake various remediating efforts to bring the Property into full compliance with all building and property maintenance requirements; and

WHEREAS, a proposed settlement agreement, attached hereto as **Exhibit A**, has been exchanged between Mr. Patel and the City which outlines Mr. Patel's obligations to bring the Property into full compliance; and

WHEREAS, the City deems the settlement agreement to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the City hereby authorizes the Mayor or his designee, to execute the settlement agreement in the form attached hereto as **Exhibit A**.

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 _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

SETTLEMENT AGREEMENT

This agreement is entered into by Chetan Patel (“Patel”) and the City of East Ridge, Tennessee (the “City” or together with Patel, the “Parties”) on the _____ of September 2023.

WITNESSETH

WHEREAS, Patel owns that certain parcel of real estate commonly referred to as 1500 Keeble Street, East Ridge, Tennessee, Tax Map No. 169K-K-025 (the “Property”); and

WHEREAS, the City approved Resolution No. 3309 wherein the City reaffirmed the East Ridge Housing Commission’s order to demolish the structure upon the Property due to, among other things, numerous violations of the various property maintenance and building codes; and

WHEREAS, Patel has filed suit in the Chancery Court of Hamilton County, Tennessee, case No. 22-0690 (the “Lawsuit”) seeking certiorari to reverse the decision of the City to have the Property demolished; and

WHEREAS, the Parties each wish to settle this matter between them without further litigation and to memorialize the terms of that settlement in this Agreement,

Now, therefore, the parties agree that the following terms shall resolve the dispute between them:

1. Termination of Order of Demolition. The Parties agree that the structure is not habitable nor in a condition fit for use or occupancy. However, provided Patel fully complies with the following action steps, the City agrees, in exchange for full dismissal of the lawsuit and other consideration set forth herein, to vacate the Order of Dismissal as follows:
 - a. Patel agrees to remediate the exterior of all structures upon the Property to full code compliance with the Title 12 of the East Ridge City Code, including without limitation the applicable Property Maintenance Code and Building Code. Such actions include mowing the grass, removing all overgrowth from the property, including any vines or lianas growing on the structure, porches, fences, etc., all rubbish removed from the property, and any removal/repair to exterior rotted or dilapidated siding, roofing, leaks, etc.
 - b. Upon satisfaction of the above, Patel will contact the City Building Official and arrange for the City and an Electrical contractor (at Patel’s expense) to review the interior of the Property to ensure that the Property is in compliance with applicable building codes. The City, upon consultation with the electrical contractor, will prepare a list of all items needed to bring the interior of the structure into compliance.
 - c. Provided the above action steps are completed to the satisfaction of the City, then the Order of Demolition will be vacated by the City.

2. Issuance of Certification of Completion. The Parties agree that in order for the City to issue a certificate of completion and to remove to have dismissal of the condemnation action, Patel must perform the following:
 - a. Patel must complete all remediation efforts identified from the aforementioned interior inspection as approved by the City's chief building official and electrical engineer.
 - b. The Parties agree that, upon the occurrence of the following conditions precedent, the City will issue a certificate of completion and dismiss the condemnation proceeding:
3. Issue of Certificate of Occupancy.
 - a. After the Certificate of Completion is issued, Patel will identify, in writing, his intended use for each unit and will ensure, prior to the issuance of a certificate of occupancy, that each unit complies with any applicable building or zoning codes, which use must be a permitted use under the C-2 zone classification of the East Ridge City Zoning Ordinance.
 - b. The City's chief building official will provide guidance on the requirements of the applicable building and zoning codes.
 - c. When the City's chief building official certifies each unit for compliance of the applicable building and zoning code, the City will issue Certificates of Occupancy for each unit.
4. Use of the Property. Patel attests that he plans to use unit "A" of the structure for office space in compliance with the property's C-2 zoning. Units "B" and "C" will be used as residential dwellings, also in compliance with the property's C-2 zoning.
5. Dismissal of Chancery Court Action. Upon the issuance of Certificates of Occupancy for the units, Patel will cause the Chancery Court Action to be dismissed with prejudice, with all costs taxed against Patel.
6. Completion Deadline & Liquidated Damages: Patel agrees to initiate the actions set forth in Paragraph 1 hereof not later than five (5) business days following the execution of this Agreement. Thereafter, Patel agrees to pursue completion of his obligation set forth herein without delay or stoppage. For purposes of this Agreement, in the event Patel fails to complete the remediation of the building within 180 days from the execution of this Agreement, the City shall be entitled to assess a liquidated damages amount of fifty dollars (\$50.00) per day until Patel brings the property into full compliance as evidenced by the issuance of a certificate of occupancy in accordance with Paragraph 3 hereof.
7. Costs and Expenses. Patel shall be responsible for any and all costs and expenses associated with bringing the Property into full compliance with the City applicable building and property maintenance codes. Patel shall not be entitled to any monetary amounts from the City.

8. Binding Nature. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, legal representatives, successors, and assigns. To the extent Patel attempts to transfer title to the Property, Patel agrees that any and all obligations of Patel under this Agreement shall pass to any transferee of the Property who shall take title subject to this Agreement.
9. Amendments. No change, alteration, modification, termination, or amendment of the Agreement shall be effective or binding unless set forth in a written instrument signed by all the Parties.
10. Entire Agreement. The Agreement contains the entire agreement and understanding between the Parties pertaining to the subject matter of the Agreement and supersedes any and all prior and/or contemporaneous oral or written agreements and understandings, if any, of the Parties in connection with the Agreement.
11. Complete Agreement: This document represents the full and final contents of the agreement between the parties.
12. General.
 - a. Each Party hereby acknowledges and represents that, in entering into the Agreement, the Party has neither received nor relied upon any statements, representations, or promises made by any other Party, other than those representations and promises that are expressly set forth in the Agreement.
 - b. Each Party to the Agreement acknowledges that the Party has had an opportunity to review the Agreement with legal counsel regarding the meaning of the Agreement, the obligations imposed by the Agreement, and the legal implications of the Agreement, as well as the advisability of entering into the Agreement.
 - c. Each Party to the Agreement acknowledges that the Party is executing the Agreement voluntarily and of his or its own free will, without any coercion or duress and that the Agreement constitutes legal, valid, and binding agreements, enforceable in accordance with terms of the Agreement.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of such counterparts together shall constitute but one agreement. Photographic, electronic and .pdf signatures will be treated as original signatures and shall be binding as if they were original signatures, which the signed counterparts, taken together, shall constitute the entire executed Agreement.

Executed on the date first indicated above.

OWNER:

COMPANY:

The City of East Ridge, Tennessee

By: _____

Chetan Patel

Its:

ORDINANCE NO. 1197

AGENDA MEMORANDUM

REZONE

1026 Greens Lake Road

From R-1 Residential District to R-3 Residential Apartment District

Date: September 14th, 2023

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On August 7th, 2023, Allen Jones with Stone Creek Consulting petitioned the East Ridge Planning Commission to rezone the parcel found at 1026 Greens Lake Road (Tax Map ID#168E-N-015) from R-1 Residential District to R-3 Residential Apartment District.

The existing four-unit apartment building is a legal but non-conforming use to the R-1 Residential District, rezoning from R-1 Residential to R-3 Residential Apartment District would make the existing building conforming.

The East Ridge Planning Commission approved the request to rezone. The applicant has requested the rezoning case move forward to the city council for review.

ORDINANCE NO. 1197

AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1026 GREENS LAKE ROAD, TAX MAP #168E-N-015 FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT

WHEREAS, Stone Creek Consulting LLC petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of property located at 1026 Greens Lake Road, Tax Map #168E-N-015 from R-1 Residential District to R-3 Residential Apartment District. The property is more particularly described as follows:

Lot 4, and Parts of Lots 3 and 5, Block B, Map of the First Unit King Wood Estate Incorporated, Plat Book 12, Page 52, ROHC, Deed Book 13286, Page 453, ROHC. Tax Map 168E-N-015

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on August 7, 2023, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on August 7, 2023; and

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

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

WHEREAS, the East Ridge City Council held a public hearing on September 14, 2023, at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 1026 Greens Lake Road, Tax Map #168E-N-015 from R-1 Residential District to R-3 Residential Apartment District, for uses consistent with such zoning.

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

Approved on First Reading _____, 2023

Approved on Second Reading _____, 2023

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



Chattanooga-Hamilton County Regional Planning Agency
Zoning Change Application Form

CASE NUMBER: 2023-0124		Date Submitted: 06/16/2023	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezone From: R-1	Rezone To: R-3	Total acres in request area: 0.4	
2 Applicant Requested Conditions		Yes:	No: <input checked="" type="checkbox"/>
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
N/A			
4 Property Information			
Property Address: 1026 Greens Lake Rd		Property Tax Map Number: 168E-N-015	
5 Proposed Development			
Reason for request/Project description:	Convert Existing Building to Condos		
6 Site Characteristics			
Current Use:	Quadraplex		
Adjacent Uses:	Multi-family, single-family, commercial		
7 Applicant Information			
Name: Stone Creek Consulting, LLC (c/o Allen Jones)			
Address (street, city, state, zip): P. O. Box 2067, Dunlap, TN 37327			
Phone:	Email: allen@stonecreekconsultingllc.com		
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:	Email:		
<input type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.			
8 Property Owner Information <i>Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.</i>			
Name: Garrett Holland			
Address (street, city, state, zip):			
Phone:	Email:		
9 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: See Submitted Application		Date:	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$150	<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Credit	<input type="checkbox"/> Check
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 1		
Municipality: East Ridge	Planning District: 6	Neighborhood: None	
County Commission District: 8	City Council District: 0		
PC meeting date: East Ridge	Application processed by: Jennifer Ware		
Staff Recommendation:	PC Action/Date:	Legislative Action/Date/Ordinance:	

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

CASE NUMBER: 2023-0124 **APPLICANT:** Stone Creek Consulting, LLC **PROPERTY OWNER:** Garrett Holland c/o Allen Jones

PROPERTY ADDRESS: 1026 Greens Lake Road **TAX MAP PARCEL ID:** 168E-N-015 **JURISDICTION:** East Ridge

SIZE OF PROPERTY: 0.4 acres **REQUEST:** Rezone from R-1 to R-3

REASON FOR REQUEST/PROPOSED USE: A request to rezone from R-1 Residential District to R-3 Residential Apartment District to convert existing multi-unit residential structure into condominiums and bring it into compliance with the ordinance.

PROPERTY DESCRIPTION

EXISTING LAND USE Multi-Unit Residential (4 existing units)	SURROUNDING LAND USES <u>North:</u> Commercial/Multi-Unit Residential <u>East:</u> Commercial <u>South:</u> Single-Unit Residential <u>West:</u> Single-Unit Residential		ACCESS Greens Lake Road
TRANSPORTATION Greens Lake Road is a minor arterial. The site is not served by CARTA.	PROPOSED RESIDENTIAL DENSITY 10 du/ac (4 existing units)	ADJACENT RESIDENTIAL DENSITY 5.26 du/ac	NATURAL RESOURCES N/A

ZONING

ZONING HISTORY

- Case 2016-0111, a request to rezone 1016 Greens Lake Road (property abutting site to the north) from C-2 General Commercial District to R-3 Residential Apartment District. The request was approved by East Ridge City Council through ordinance # 1020.

ZONE DISTRICT COMPATIBILITY	USE	CURRENT R-1 ZONE	PROPOSED R-3 ZONE
	Single-Family Residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Multi-Family Residential/Townhomes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Commercial	<input type="checkbox"/>	<input type="checkbox"/>
	Office	<input type="checkbox"/>	<input type="checkbox"/>
	Institutional	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Lodging	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DEVELOPMENT STANDARDS		CURRENT R-1 ZONE	PROPOSED R-3 ZONE
	Lot Size	10,000 sf	10,000 sf plus 2,000 sf for each additional unit over one
	Setbacks	Front: 25' Side: 10' Rear: 25'	Front: 25' Side: 10' Rear: 25'
	Building Height	2 ½ stories or 35' except for every foot of additional height over 35', the building shall be set back 1 additional foot from all property lines	2 ½ stories or 35' except that a building may exceed these requirements provided that for every one foot of additional height over thirty-five the

building shall be set back one
additional foot from all property
lines

DISCUSSION OF STAFF RECOMMENDATION

Yes No See Comments

COMPATIBILITY WITH ADJACENT LAND USES

The site is surrounded by single-unit residential dwellings, multi-unit residential dwellings, and commercial uses.

Yes No See
Comments

COMPATABILITY WITH DEVELOPMENT FORM

The surrounding development form is a mix of one to two-story single-family residential, multi-story apartments with associated parking, and small to medium-scale commercial along Ringgold Road.

Yes No See
Comments

CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

There are no concerns regarding location, lighting, or height.

STONE CREEK CONSULTING LLC

PO Box 2067, Dunlap, TN 37327 | 919.793.4077

June 16, 2023

**RE: Zoning Application Narrative
1026 Greens Lake Rd**

The property is located at 1026 Greens Lake Rd in East Ridge, TN. The property is zoned R-1, and the request is to rezone the property to R-3. There is an existing Quad-plex that is legal, non-conforming. The owner of the property would like to convert the property from a rental property to a condo and the zoning needs to be updated to bring the quad-plex into zoning compliance.

Sincerely,

A handwritten signature in black ink, appearing to read "Allen Jones", with a long horizontal flourish extending to the right.

Allen Jones, RLA

2023-0124 Rezoning from R-1 to R-3



2023-0124 Rezoning from R-1 to R-3



2023-0124 Rezoning from R-1 to R-3



2023-0124 Rezoning from R-1 to R-3



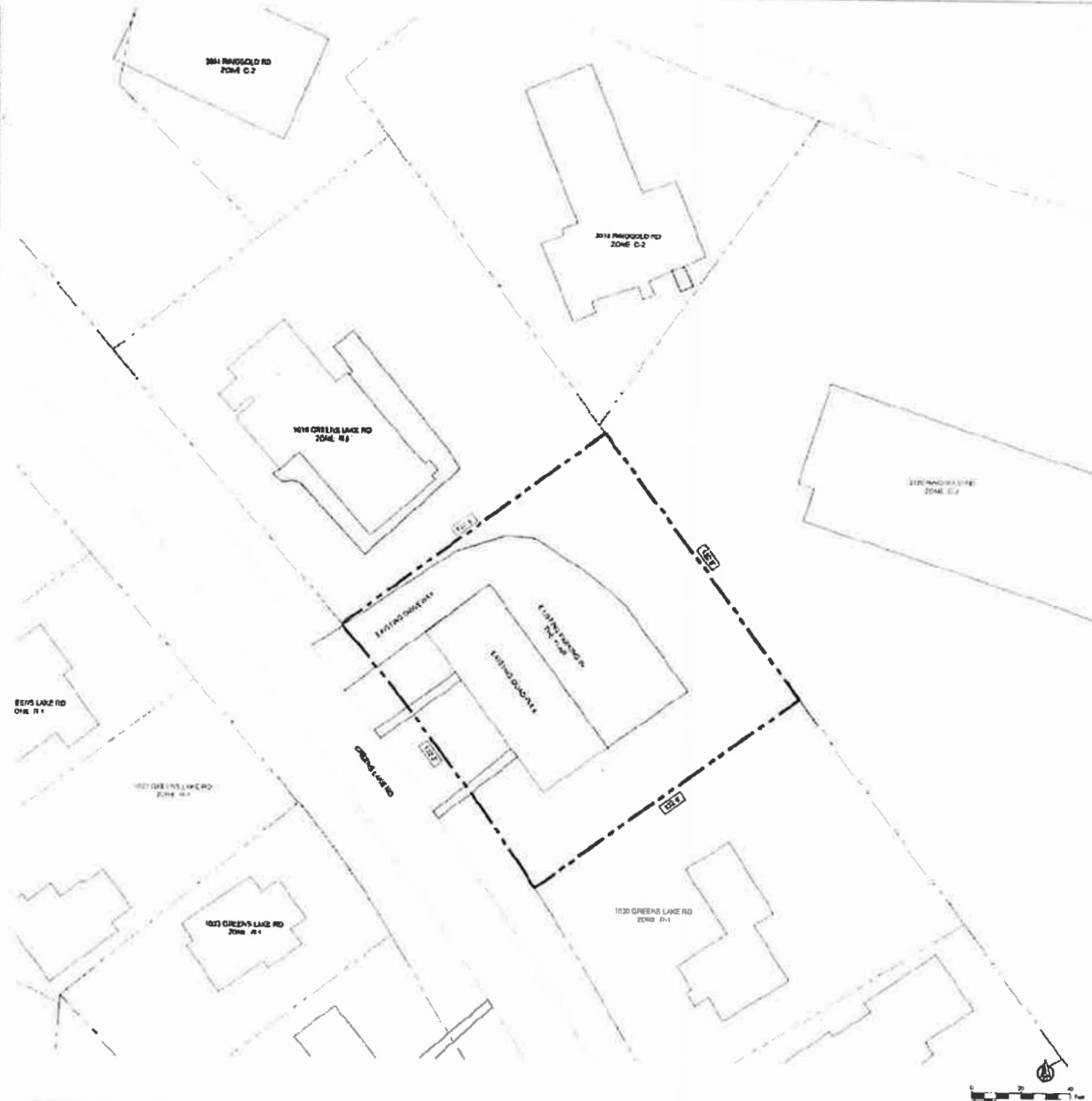


LOCATION MAP
SCALE 1"=50'

NOTES

1. All lots shown on this map are subject to the provisions of the Comprehensive Zoning Ordinance, which may be amended from time to time. The user of this map should refer to the current version of the Comprehensive Zoning Ordinance for the most up-to-date information regarding zoning regulations.

2. The information shown on this map is for informational purposes only and does not constitute a warranty of any kind. The user of this map should refer to the official zoning map for the most up-to-date information regarding zoning regulations.



GENERAL NOTES

PROPERTY INFORMATION
OWNER: GARRETT HOLLAND
TAX MAP #: MAP #1375
LOT SIZE: 0.2 ACRES
COUNCIL DISTRICT: EAST RIDGE

GENERAL INFORMATION
CURRENT ZONING: R-1
PROPOSED ZONING: R-1
PROPOSED USE: RESIDENTIAL, SINGLE-FAMILY
PROPOSED DENSITY: 18 UNITS/ACRE
DENSITY: 48 UNITS/ACRE

PLANNED DEVELOPMENT
EDUCATION: 20% TAKEN FROM RAMBLIN COUNTY
DP

PUBLIC MEETINGS
PLANNING COMMISSION: AUGUST 11, 2022
CITY COUNCIL: SEPT 12 & 19, 2022

PROPERTY IS NOT LOCATED WITHIN THE 100 OR 200 YEAR FLOOD AREA PERIOD

PROJECT NAME:
GREENS LAKE RD REZONE

PROJECT ADDRESS:
1024 GREENS LAKE RD
EAST RIDGE TN

CLIENT:
GARRETT HOLLAND
3907 LAKE HAVEN CIR
CHATTANOOGA, TN 37416
615 243 2194
GHEHOLLANDH@GMAIL.COM

LANDSCAPE ARCHITECT:
STONE CREEK CONSULTING LLC
ALLEN JONES, BLA
PO BOX 7007
DUBLIN, TN 37033
919 293 4077
ALLEN@STONECREEKCONSULTINGLLC.COM

Drawn by: AWJ
Checked by: AWJ

Approved by: AWJ
Date: 06/16/2023

Project #: 23-0021
Scale: 1" = 20'

Project Title:
REZONING SITE PLAN

Drawing No:
C1.0



1. This plan is a preliminary plan. It is not to be used for construction. It is subject to change without notice. The user of this plan should refer to the official zoning map for the most up-to-date information regarding zoning regulations.

RESOLUTION NO. 3433

AGENDA MEMORANDUM

Hamilton County Water Quality Board Committee

Date: August 24th, 2023

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

The Interlocal Agreement between Hamilton County and the cities of Collegedale, Ridgeside, Lakesite, Red Bank, Soddy Daisy Walden, Lookout Mountain, East Ridge, and the urbanized portion of unincorporated Hamilton County, are to each have a committee member and an alternate member appointed the Hamilton County Water Quality Board.

I am currently a committee member; the City Manager, J. Scott Miller, has agreed to be the alternate representative to the Water Quality Board.

RESOLUTION NO. 3433

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPOINTING J. SCOTT MILLER AS THE CITY'S ALTERNATE REPRESENTATIVE TO THE MANAGEMENT COMMITTEE OF THE HAMILTON COUNTY WATER QUALITY PROGRAM

WHEREAS, the City of East Ridge is a member of the Hamilton County Water Quality Program as are the cities of Collegedale, Ridgeside, Lakesite, Red Bank, Soddy Daisy, Walden, Lookout Mountain, and the urbanized portion of unincorporated Hamilton County; and

WHEREAS, Michael Howell is the City's current representative to the Water Quality Program, but the City's alternate representative position is vacant.

WHEREAS, the representatives to the Management Committee of the Hamilton County Water Quality Program are appointed by the Mayor and confirmed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that J. Scott Miller is hereby appointed as the City of East Ridge alternate representative to the Management Committee of the Hamilton County Water Quality Program for a term ending March 31, 2026.

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 _____, 2023.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3434

AGENDA MEMORANDUM

Approval of Contract

For Statewide School Resource Officer

Program Grant

Date: 9/14/2023

Submitted by:

Clint Uselton, Chief of Police

Name, Title

SUBJECT:

The City of East Ridge Police Department has been awarded a grant from the Tennessee Department of Safety and Homeland Security Statewide School Resource Officer Grant Program. The grant will provide an amount of \$75,000 per SRO, per school for which the City is responsible for providing SRO services, for a total contract amount of \$300,000.

ERPD staff is requesting approval of the contract with the Department of Safety and Homeland Security for the placement of SRO's in Hamilton County schools located in East Ridge.

Attachment: Grant Contract

RESOLUTION NO. 3434

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A CONTRACT WITH THE DEPARTMENT OF SAFETY AND HOMELAND SECURITY FOR A GRANT TO PLACE SCHOOL RESOURCE OFFICERS (“SRO”) IN EACH OF THE CITY’S PUBLIC SCHOOLS

WHEREAS, on August 10, 2023, the East Ridge City Council unanimously approved the application for, and acceptance of the Statewide School Resource Officer Program Grant to place SRO’s in the City’s public schools; and

WHEREAS, the Statewide SRO Program Grant will provide an amount not to exceed \$75,000 per year, per SRO, per school for which the City is responsible for providing SRO services, for a total contract amount of \$300,000.

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

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

Adopted this _____ day of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



ENDOWMENT GRANT CONTRACT

Begin Date July 01, 2023	End Date June 30, 2024	Agency Tracking # 34901-01482	Edison ID 79157		
Public Chapter 418	Bill # HB1545	Section 54	Item 1-127		
Grantee Legal Entity Name East Ridge Police Department			Edison Vendor ID 2874		
Service Caption (one line only) Statewide School Resource Officer (SRO) Grant Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$300,000.00				\$300,000.00
TOTAL:	\$300,000.00				\$300,000.00
Ownership/Control					
<input type="checkbox"/> African American		<input type="checkbox"/> Asian		<input type="checkbox"/> Hispanic	
<input type="checkbox"/> Person w/Disability		<input type="checkbox"/> Small Business		<input type="checkbox"/> Native American	
<input type="checkbox"/> Other:		<input checked="" type="checkbox"/> Government		<input type="checkbox"/> Female	
<input type="checkbox"/> NOT Minority/Disadvantaged					
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive selection					
<input checked="" type="checkbox"/> Non-competitive selection		Pursuant to and in accordance with PC 418 of the 113th Tennessee General Assembly, the funding is available for all K-12 public and public charter schools that complete the required documentation to receive a grant contract and funding for one (1) School Resource Officer per school per year, subject to funds availability.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - EG</i>		
Speed Chart (optional)		Account Code (optional)			

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

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

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

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Background. The State received funding through Public Chapter 418 of the 113th Tennessee General Assembly for the Statewide School Resource Office (SRO) Grant Program. The State conducted an application process to award grant funding to eligible law enforcement agencies which have the responsibility to provide SROs to K-12 public and/or public charter schools within their jurisdiction.
- A.3. Availability of and Eligibility for Funding.
- a. The State shall make grant funds available to a local law enforcement agency after the local law enforcement agency presents to the State an executed memorandum of understanding (MOU) between the agency and the local education agency (LEA) or the public charter school, pursuant to which the local law enforcement agency shall provide one (1) full-time SRO to every school in the LEA or to a public charter school. The MOU shall be in the form prescribed by the State.
 - b. Local law enforcement agencies are eligible to apply for funding in the amount of seventy-five thousand dollars and zero cents (\$75,000.00) per year, per SRO, per school for which they are responsible for providing SRO services to. Funding shall not be awarded for more than one (1) SRO per K-12 public or public charter school and shall not exceed seventy-five thousand dollars and zero cents (\$75,000.00) per year.
- A.4. Use of Funds. Funding may only be used for expenses directly related to placing an SRO in a school (i.e., salary, benefits, training, and equipment).
- A.5. Certification and Training of SROs. As set forth in the MOU between the law enforcement entity and the LEA or the public charter school, in addition to other requirements, an SRO must be Peace Officer and Training Standards Commission (POST) certified and a sworn officer of a law enforcement agency within the jurisdiction of the K-12 public school or public charter school community being served. SROs are also required to receive forty (40) hours of specialized training within the first year of being hired or assigned to a K-12 public school or public charter school, whichever is earlier. Annually thereafter, the SRO must obtain sixteen (16) hours of training specific to SRO duties in addition to the twenty-four (24) hours of POST-certified training.
- A.6. Documentation, Records, and Reports. In addition to the requirements for documentation, records, and reports contained in this Contract in Sections C.4. (Expenditures and Accounting) C.6. (Prerequisite Documentation), D.15. (Records), D.17. (Progress Reports), and D.18. (Annual and Final Reports), the Grantee shall submit quarterly information to the State in the following format:
- a. The number of LEAs and public charter schools that have executed an MOU with a law enforcement agency as part of the program.

- b. The number of LEAs and public charter schools that have executed an MOU with a law enforcement agency as part of the program and have been provided a full-time SRO.
 - c. The percentage of public elementary schools that have an executed MOU and the percentage of those that have been provided a full-time SRO.
 - d. The percentage of public secondary schools that have an executed MOU and the percentage of those that have been provided a full-time SRO.
 - e. The number of SROs assigned to each school and the name of each SRO assigned to each school.
- A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below:
- a. This Grant Contract with any attachments.
 - b. The Grantee's application for this grant funding.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 01, 2023 ("Effective Date") and extend for a period of Twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

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

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal

contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

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

The Grantee:

Cameron McAllister, East Ridge Development Administrator
 East Ridge Police Department
 1517 Tonbras Ave.
 East Ridge, Tennessee 37412
 Email Address: cmcallister@eastridgetn.gov
 Telephone #: 423-805-3823
 FAX #: 423-867-3819

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a

breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. **Nondiscrimination**. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance**. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. **Public Accountability**. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. **Public Notice**. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee."

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

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this

agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.20. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.22. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workarounds or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D. 23. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.24. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.25. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State

reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E3. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

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

IN WITNESS WHEREOF,

EAST RIDGE POLICE DEPARTMENT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

RESOLUTION NO. 3435

AGENDA MEMORANDUM
Memorandum of Understanding
with Hamilton County Department of Education
Regarding Placement of SRO's
Date: 9/14/2023

Submitted by:

Chief Clint Uselton

Name, Title

SUBJECT:

As a condition of the Department of Safety and Homeland Security Statewide School Resource Officer ("SRO") Grant Program, the East Ridge Police Department is required to enter into a Memorandum of Understanding ("MOU") with the Hamilton County Department of Education. The MOU must clearly define and outline obligations, responsibilities, and expectations concerning SRO's employed by the City of East Ridge and placed within Hamilton County Schools.

Attachment: MOU

RESOLUTION NO. 3435

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE
HAMILTON COUNTY DEPARTMENT OF EDUCATION
REGARDING PLACEMENT OF SCHOOL RESOURCE
OFFICERS (“SRO”) WITHIN HAMILTON COUNTY
SCHOOLS**

WHEREAS, on August 10, 2023, the East Ridge City Council unanimously approved Resolution No. 3422 to apply for and, if approved, accept the Statewide School Resource Office Program Grant in the amount of \$75,000 per SRO, per school; and

WHEREAS, the City was approved for the grant, but the State shall only make grant funds available after the City of East Ridge Police Department presents to the State an executed MOU between the Police Department and the Hamilton County Department of Education; and

WHEREAS, the MOU must clearly define and outline the obligations, responsibilities, and expectations concerning SRO’s employed by the City of East Ridge that are placed within Hamilton County schools.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the Chief of Police is hereby authorized to execute the attached MOU with the Hamilton County Department of Education regarding placement of SRO’s within Hamilton County Schools.

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

Adopted this _____ day of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney