

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

**March 23, 2023
6:00 pm**

1. Call to Order
2. Invocation
3. A. Roll Call
B. Special Proclamation
4. Approval of Minutes March 9, 2023 Council Meeting
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business:
 - A. **ORDINANCE NO. 1182** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 918 SOUTH CREST ROAD, TAX MAP #168N-H-001.01, FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (2nd and final reading)
9. New Business:
 - A. **RESOLUTION NO. 3371** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO WAIVE THE FEE FOR USE OF THE CAMP JORDAN ARENA BY THE EAST RIDGE NEEDY CHILD FUND FOR A TOY SHOW/CAR SHOW FUNDRAISER EVENT
 - B. **RESOLUTION NO. 3272** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO WAIVE THE FEE FOR USE OF CAMP JORDAN ARENA BY THE EAST RIDGE OPTIMIST CLUB FOR A KARS FOR KIDS FUNDRAISER
 - C. **RESOLUTION NO. 3373** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING BIDS FOR COATING THE SPLASHPAD AT PIONEER PLAYGROUND

- D. **RESOLUTION NO. 3374** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, RESCINDING RESOLUTION NO. 3357 AND APPROVING A REVISED AGREEMENT WITH ACADEMY SPORTS + OUTDOORS

- E. **RESOLUTION NO. 3375** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, RESCINDING RESOLUTION NO. 3367 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE (1) 2023 FORD F-150 TRUCK FOR THE EAST RIDGE FIRE RESCUE DEPARTMENT FROM LONNIE COBB FORD THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #209-75347, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)

- F. **RESOLUTION NO. 3376** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, APPROVING LEVELING AREAS OF NORTH SMITH STREET, FLOYD DRIVE, AND MCCALL ROAD IN THE LANSDELL PARK DEVELOPMENT TO BE DONE BY TALLEY CONSTRUCTION AS PART OF THE CONTRACT AWARDED ON AUGUST 11, 2022

- G. Discussion of Tentative Agenda Items for the **April 13, 2023** Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA
April 13, 2023**

3 B. Milestone Awards for March 2023

8. **Old Business:** None

9. **New Business:**

A. **ORDINANCE NO. ____** - Rezone 1505 Prater Road, tax map #169K N 005.01 from C-2 Commercial District and R-1 Residential District to RZ-1 Zero Lot Line Residential District (1st reading)

B. **RESOLUTION NO. ____** - ZONING APPEALS APPOINTMENT

C. **RESOLUTION NO. ____** - Amendments to HR handbook

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

**March 9, 2023
6:00 pm**

The East Ridge City Council met pursuant to notice on March 9, 2023, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Danny Lance, True Life Church, 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 City Recorder Middleton. Vice Mayor Haynes was not present due to a family emergency.

Attendance: 18

Milestone Awards for February 2023 – Mayor Williams announced Milestone Awards for Josh Williams for five years of service and Steaven Rogers with 25 years of service to the City.

Check Presentation from Lumberjack’s Tree Service to East Ridge Animal Services – This item was moved to later in the agenda.

Approval of Minutes February 23, 2023 Council Meeting – Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve the minutes. The vote was unanimous. Motion approved.

Communication from Citizens:

Clay Davis is asking permission to place a memorial plaque above Bachman tubes, dedicated to William Blair. He will purchase the plaque and install it on Eastview Drive. He explained Mr. Blair guided and crashed a plane in a field near the tunnels in order to avoid crashing in populated areas. The Mayor stated he and City Manager Miller love the idea. The Council will need to see the dimensions and location for the plaque. The Mayor asked Mr. Miller to work with Mr. Davis regarding the installation of the plaque.

Ronda Haskew and Susan Henson, 1232 A Greenslake Road, spoke representing Friends of East Ridge Animal Services. They have been advocating for new shelter for the past 8 years. The current facility is bad, and the cat area has no ventilation and no water. Friends of East Ridge Animal Services partners with Petco on animal adoptions. Ms. Haskew stated the City is in desperate need of a new shelter and the location on Stone Street is perfect. She trusts City Manager Miller and if he says a new shelter is doable, then she believes what he says. They are asking the council to vote yes on the construction of a new shelter.

Robert McBrien, 5308 Greenbriar Road, stated he and the neighbors have an issue with a resident on their street. The resident is doing burnouts on the street with his Jeep. Now the resident is targeting Mr. McBrien’s residence, trying to provoke him. He stated the landlord

does not care what his renters do in this area. The address is 2004 Wren Road. Mr. Miller will get with the Police Department and Code Enforcement.

Nate Tucker, 5332 Clemons Road, discussed a non-profit organization called Pioneering Tomorrow, a new organization which was formed to address various issues in the City.

Check Presentation from Lumberjack's Tree Service to East Ridge Animal Services - At this time, the Mayor moved this item to this part of the agenda. Tyler Schievelhud with Lumberjack's presented a check for \$4,028 to the Animal Shelter. They did a Lumberjack's calendar and sold over 200, donating the proceeds to the Shelter.

Communication from Councilmembers:

Councilmember Cagle thanked City Manager Miller for the update on asphaltting. Mr. Miller stated he would ask for another \$1 million next year.

Councilmember Witt stated Assistant Chief Josh Creel will speak at the Optimist club meeting on March 28, 2023 on cyber security. Ms. Witt also stated that on March 11, 2023 from 5 – 9 pm, Local Coffee will have live music and art displays.

Councilmember Tyler stated the neighbors on Burr Road are very happy about the road repaving.

Mayor:

- There was a great celebration this past Saturday for National Women's Month. They had about 20 vendors that were women-owned businesses. The Mayor wants to continue this next year.
- Library
 - Storytime is every Tuesday in March at 10:30.
 - April 29, 2023 will be the 50th anniversary celebration of the Library. It will be a carnival type event with food, games, petting zoo, etc.
- Parks and Rec
 - April 28 - Parks and rec night for baseball/softball
 - June 13 – Softball night at the Lookouts game
 - Soccer all-star weekend with rec team
 - March 29 - Red wolves soccer parks and rec night
 - March 19 – Registration opens for adult softball
 - May 1 – registration opens for 13 – 15 baseball players
 - The Mayor appreciates the paving update. The Council allocated \$1 million this year which is a start. He wants to keep a paving schedule and put another 1 million in the budget for paving. We had a survey of all roads, evaluating the condition of roads from worst to best. The first cycle of that is done.

Communication from City Manager:

- City Manager Miller wants to continue paving this summer and fall and have it in the budget for the next two years. He also wants to establish a road resurfacing program.

- Leaf pick up – We are still doing pickup, but citizens should call City Hall if they need leaves picked up.
- Multi modal project – Work continues on the southside with storm drains and paving entrances to driveways. He hopes to complete the sidewalks in front of Walmart and move the barrels down. Moore and McBrien driveways will be poured next week, depending on the weather. Talley wants to complete the south side by the end of March, then move to the north side from McBrien westward to Weldon. Starting in April, the outside westbound lane will be closed. Part of the north side is closed now because of gas line replacement. We hope to have the project completed in October. The Mayor asked the status of the McBrien Road closure. Mr. Miller stated this should be completed by the end of March. They are currently working on manhole installation.

Old Business: None

New Business:

PUBLIC HEARING FOR ORDINANCE NO. 1182 – Rezoning of 918 S. Crest Road from R-1 Residential to R-2 Residential Duplex – City Attorney Litchford read on caption. Mayor Williams stated this came before the Planning Commission as a combined presentation for 918 and 1000 S. Crest, with 918 being approved and 1000 being denied. He previously asked that this be split into two separate ordinances. Mayor Williams opened the public hearing. Chief Building Official Howell stated when the City adopted Zoning Ordinance No. 481, it made 918 S. Crest legal non-conforming as a duplex.

Mayor Williams asked if anyone was present to speak in favor of or in opposition to the rezoning. James Huckabee, 3416 Missionaire Avenue, is opposed due to increased traffic and water runoff. He wants to keep the area historical. Mayor Williams stated we are currently discussing Ordinance No. 918 which is already a duplex. He stated even if we deny the rezoning, it will still remain a legal non-conforming duplex. Mayor Williams closed the public hearing.

ORDINANCE NO. 1182 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 918 SOUTH CREST ROAD, TAX MAP #168N-H-001.01, FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (1st reading) – City Attorney Litchford read on caption. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Ordinance N. 1182 on first reading. The vote was unanimous. Motion approved.

PUBLIC HEARING FOR ORDINANCE NO. 1183 – Rezoning of 1000 S. Crest Road from R-1 Residential to R-2 Residential Duplex – City Attorney Litchford read on caption. Mayor Williams opened the public hearing. Chief Building Official Howell stated this is adjacent to 918 S. Crest. The applicant previously stated he currently has no plans to build a duplex on this property. The structure that was on the property had been demolished years earlier. This is one parcel with two lots. Mayor Williams asked if anyone was present to speak in favor of or in opposition to the rezoning. James Huckabee, 3416 Missionaire Avenue, is

opposed due to increased traffic and water runoff. The Mayor stated he received an email from Debbie Moorefield who is also opposed to the rezoning. No one else came forward to speak. The Mayor closed the public hearing.

ORDINANCE NO. 1183 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1000 SOUTH CREST ROAD, TAX MAP #168N-H-001, FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (1st reading) – City Attorney Litchford read on caption. Councilmember Witt made a motion, seconded by Councilmember Cagle, to deny Ordinance No. 1183. Mr. Cagle stated that the paperwork from RPA stated the applicant stated the purpose of the rezoning was to build a duplex. The vote was unanimous. Motion to deny was approved. The applicant cannot bring back a request for rezoning this property for one year.

PUBLIC HEARING FOR RESOLUTION NO. 3364 - Use on Review for Child Care Facility at 4308 S. Terrace - City Attorney Litchford read on caption. Mayor Williams opened the public hearing. Billy Stockwell stated he did the plans for upgrades to the building. Cynthia Evans, owner of Champion Christian Learning Academy stated her facility is currently on Brainerd Road, but she does not own the building. She bought the property on S. Terrace to open a childcare facility. Chief Building Official Howell stated the property has the required number of parking spaces. It was previously a plumbing business. No one else came forward in favor of or in opposition to the rezoning. Mayor Williams closed the public hearing.

RESOLUTION NO. 3364 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, PERMITTING CYNTHIA EVANS TO OPEN A CHILD CARE FACILITY AT 4308 SOUTH TERRACE, LOCATED WITHIN A R-1 RESIDENTIAL DISTRICT, IN ACCORDANCE WITH CITY CODE, ARTICLE V, SECTION 201 TITLED USES PERMITTED ON REVIEW – City Attorney Litchford read on caption. Chief Building Official Howell stated a childcare facility is permitted in an R-1 district for seven children, but with eight or more, a use on review is required. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3364. The vote was unanimous. Motion approved.

RESOLUTION NO. 3365 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO ALLOW THE CITY MANAGER TO ADVERTISE FOR BIDS FOR A NEW ROOF FOR THE COURT/COUNCIL PORTION OF CITY HALL – City Attorney Litchford read on caption. City Manager Miller stated the City Hall roof system consists of four components, with the atrium area being repaired several years ago. The last complete roof was done in 2002. We have had serious leaks in the court/detention area, which has the same roof system as the Council chambers. He is asking for authorization to advertise for bids for this project, which will come from capital project funds. The amount could be around \$60,000. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3365. The vote was unanimous. Motion approved.

RESOLUTION NO. 3366 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE (1) CHEVROLET SILVERADO TRUCK FROM CARMAX FOR THE ANIMAL SERVICES DEPARTMENT – City Attorney Litchford read on caption. Chief Uselton stated a vehicle was budgeted for the Animal Services Department, but he could not locate one on state contract. A used Chevrolet Silverado with 17,000 miles was located at Carmax for \$29,998. Staff has checked out the vehicle and it is in good shape. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3366. Mayor Williams asked if there is any needed additional equipment. Chief Uselton stated he would like to get a camper top with side windows for about \$2,500. The vote was unanimous. Motion approved.

RESOLUTION NO. 3367 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE (1) 2023 FORD F-150 TRUCK FOR THE EAST RIDGE FIRE RESCUE DEPARTMENT FROM LONNIE COBB FORD THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #209-75347, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b) – City Attorney Litchford read on caption. Chief Williams stated this item was budgeted. He stated he could not find a F-250 available, but did find a F-150, 4-wheel driver, V-8 at Lonnie Cobb Ford on the state-wide contract. The dealer is holding the vehicle. The cost is \$45,150, which is under budget, and it has a 5-year extended warranty. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3367. The vote was unanimous. Motion approved.

RESOLUTION NO. 3368 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING BIDS FOR THE CONSTRUCTION AND INSTALLATION OF A MAINTENANCE GARAGE AT CAMP JORDAN PARK – City Attorney Litchford read on caption. Director Skiles stated we received two bids that were opened on February 22, 2023 as follows:

Smith Brothers Buildings	\$33,745.00
Kane Industries LLC	\$113,922.00

Staff recommends approval of the bid from Smith Brothers Buildings for \$33,745.00. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3368. The vote was unanimous. Motion approved.

RESOLUTION NO. 3369 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH MBI COMPANIES, INC. TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES FOR THE CONSTRUCTION OF A NEW ANIMAL SHELTER – City Attorney Litchford read on caption. City Manager Miller advertised for a Request for Qualifications for the design of a new shelter and received three responses. City staff met with MBI, who proposed various concepts, and he and the City Attorney have drafted an agreement with MBI which is amicable to both parties. MBI will perform various phases of the project, but ASA engineering will do the civil engineering for the

project if approved in the next resolution. The cost for MBI will be approximately 1.6 million, ASA Engineering \$34,100, Geo services \$3,000, for a total package of \$1.75 million. We are about \$450,000 short in the budget. The difference would come from the fund balance. Mr. Miller stated the conditions we have at our current shelter are deplorable and feels we need to proceed with this project. Councilmember Witt made a motion, seconded by Councilmember Tyler , to approve Resolution No. 3369. Councilmember Cagle discussed the \$10 million bond that earmarked \$1 million for the shelter. Mr. Miller stated that the funds are still set aside for the shelter, but at this time we do not know the cost of the Gateway project and Ringgold Road project. The vote was unanimous. Motion approved.

RESOLUTION NO. 3370 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH ASA ENGINEERING AND CONSULTING, INC. FOR PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE CONSTRUCTION OF A NEW ANIMAL SHELTER – City Attorney Litchford read on caption. City Manager Miller stated discussion of this item was covered in the discussion of Resolution No. 3369. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3370. The vote was unanimous. Motion approved.

Mayor Williams stated we need to notify Talley Construction, who has been using this property as a staging area for the construction project they are doing. Mr. Miller has already had conversations with them, and stated they will be moved out by summer.

Discussion of Tentative Agenda Items for the March 23, 2023 Council Meeting

Old Business:

- **ORDINANCE NO. 1182 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 918 SOUTH CREST ROAD, TAX MAP #168N-H-001.01, FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (2nd and final reading)** – No further discussion.
- **ORDINANCE NO. 1183 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1000 SOUTH CREST ROAD, TAX MAP #168N-H-001, FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (2nd and final reading)** – This item was denied, therefore it will be removed from the agenda for second reading.

New Business:

- **RESOLUTION NO. ____ - Waive fees for East Ridge Needy Child Fund Toy/Car Show on October 14, 2023** – Director Skiles stated the Needy Child Fund has requested

the City to waive the fee for this event. Total rental for the day would be approximately \$1,200. In the past, the event has raised approximately \$5,000 which has gone to the Needy Child Fund. Staff recommends approval.

- **RESOLUTION NO. ____ - Approval of bids for splash pad coating** – Director Skiles stated bids will be opened on March 8th and presented at the March 23rd meeting.
- **RESOLUTION NO. ____ – Approval to rescind Resolution No. 3357 and approve a Revised Agreement with Academy Sports + Outdoors** – Director Skiles stated at this time we are still waiting on the attorneys from Academy. City Attorney Litchford stated this involves a termination clause.
- **RESOLUTION NO. ____ - Approving an appropriation for \$_____ for the rough resurfacing of N. Smith Street and Floyd Drive by Talley Construction.** City Manager Miller stated these roads are in bad shape because they are heavily traveled by trucks associated with Gateway project. He has been working with Jeff Sikes, ASA Engineering, to get a reasonable quote from Talley Construction for leveling the roads. He will have a cost at the next meeting. Councilmember Cagle asked if we could add McCall to the list. Mr. Miller will add McCall Road.
- Mayor Williams added an appointment to the Board of Zoning Appeals.

Being no further business, the meeting was adjourned.

ORDINANCE NO. 1182

AGENDA MEMORANDUM

REZONE

918 S. Crest Road

Date: March 23, 2023

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On February 7th, 2023, Trevor Jack petitioned the East Ridge Planning Commission to rezone the property found at 918 South Crest Rd (Tax Map # 168N H 001.01) from R-1 Residential District to R-2 Residential-Duplex District. The East Ridge Planning Commission approved the request to rezone the existing duplex.

Mr. Jack has requested the rezone to move forward to the city council for review.

ORDINANCE NO. 1182

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 918 SOUTH CREST ROAD, TAX MAP #168N-H-001.01, FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT

WHEREAS, Trevor Jack 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 918 South Crest Road, Tax Map #168N-H-001.01, from R-1 Residential District to R-2 Residential Duplex District. The property is more particularly described as follows:

Lot 2, G. P. Close Subdivision of Lot A, Cherokee Hills, as shown in Deed Book 879, Page 441, ROHC, and being the property described in Deed Book 13132, Page 911, ROHC. Tax Map 168N-H-001.01

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on February 6, 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 February 6, 2023; and

WHEREAS, the applicant has properly advertised in a paper of general circulation in the City of East Ridge that he 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 February 23, 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 918 South Crest Road, Tax Map #168N-H-001.01, from R-1 Residential District to R-2 Residential Duplex 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, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

918 S. Crest
Only

Date: December 6, 2022

To: Chattanooga-Hamilton County Regional Planning Agency
Address: 1250 Market Street Suite 2000 Chattanooga, TN 37402
From: Trevor Jack as Agent on behalf of Kevin Berardini
Subject: Zoning Application Written Narrative

Chattanooga-Hamilton County Regional Planning Agency,

We are proposing a zoning change from R-1 to R-2 for 918 S. Crest with the tax map number of 168N_H_001.01 and 1000 S. Crest with the tax map number of 168N_H_001 in Chattanooga, TN 67404. With 918 S. Crest at 0.22 AC and 1000 S. Crest at 0.45 AC both combine to 0.67 AC.

The existing zoning is R-1 but there is already a built duplex on the property. Further, R-2 zoning borders both our parcels across W. Crest Rd. There are large sections of the neighborhood with similar sized parcels zoned as R-2 as seen on the maps on the following page.

We do not have current plans to redevelop 1000 S. Crest. However, if approved and if we make that decision in the future, we would look to build a duplex as allowed by zoning right.

In summary, a zoning change from R-1 to R-2 would confirm the existing structure on premises, match the zoning across the street and allow for the potential of more housing units in the future. Up-zoning to allow for more future dwelling units can help with affordability and infill housing is less of a strain on public utilities.

We thank you for your consideration.

Kind Regards,



Trevor Jack



CASE NUMBER: 2023-0021		Date Submitted: 12/15/2022			
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist if needed</i>					
1 Applicant Request					
Rezone From: R-1		Rezone To: R-2			
Total acres in request area: 0.67					
2 Property Information					
Property Address: 918 & 1000 S Crest Rd		Property Tax Map Number: 168N-H-001 & 001.01			
3 Proposed Development					
Reason for request/Project description:		To match what is built on the property (a duplex) and zoning across W Crest Rd			
4 Site Characteristics					
Current Use:		Duplex			
Adjacent Uses:		Single and Multi-Family			
5 Applicant Information					
Name: Trevor Jack					
Address (street, city, state, zip): [REDACTED]					
Phone: [REDACTED]		Email: [REDACTED]			
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.					
6 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: Kevin Berardini					
Address (street, city, state, zip): 505 Church St, #308, Nashville, TN 37218					
Phone: [REDACTED]		Email: [REDACTED]			
7 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 type="checkbox"/>	Credit
<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: February 13, 2022			Application processed by: Jennifer Ware		
<u>Staff Recommendation :</u>		<u>PC Action/Date:</u>		<u>Legislative Action/Date/Ordinance:</u>	

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

CASE NUMBER: 2023-0021

APPLICANT: Trevor Jack

PROPERTY OWNER: Kevin Berardini

PROPERTY ADDRESS: 918-~~8-1860~~ S. Crest Road

TAX MAP PARCEL ID: 168N-H-001 & -001.01

JURISDICTION: East Ridge

SIZE OF PROPERTY: 0.67 acres

REQUEST: Rezone from R-1 to R-2

REASON FOR REQUEST/PROPOSED USE: A request to rezone from R-1 Residential District to R-2 Residential Duplex District to use an existing duplex at 918 S. Crest Road and build a duplex of 1000 S. Crest Road.

PROPERTY DESCRIPTION

EXISTING LAND USE

Duplex and Vacant

SURROUNDING LAND USES

North: Single-Family Residential
East: Single-Family Residential
South: Georgia
West: Triplex/Single-Family Residential

ACCESS

S. Crest Road

TRANSPORTATION

S. Crest Road is a minor arterial

PROPOSED RESIDENTIAL DENSITY

5.97 du/ac

ADJACENT RESIDENTIAL DENSITY

5.3 du/ac

NATURAL RESOURCES

N/A

ZONING

ZONING HISTORY

- There is no recent zoning history for the site.
- Case 2003-0142, a request to rezone a site on Tanaka Drive from R-2 to R-3MD. The request was denied.

ZONE DISTRICT COMPATIBILITY

USE

Single-Family Residential
Two-Family Residential
Institutional

CURRENT R-1 ZONE

PROPOSED R-2 ZONE

DEVELOPMENT STANDARDS

Lot Size
Setbacks

CURRENT R-1 ZONE

10,000 sf
Front: 25'
Side: 10'
Rear: 25'

PROPOSED R-2 ZONE

10,000 sf
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 for every foot of additional height over 35', the building shall be set back 1 additional foot from all property lines

DISCUSSION OF STAFF RECOMMENDATION

Yes No See Comments

COMPATIBILITY WITH ADJACENT LAND USES

The surrounding land uses is a mix of single-family, duplex, and triplex residential uses. The proposed R-2 District would allow single-family residential and duplex uses.

Yes No See Comments

COMPATABILITY WITH DEVELOPMENT FORM

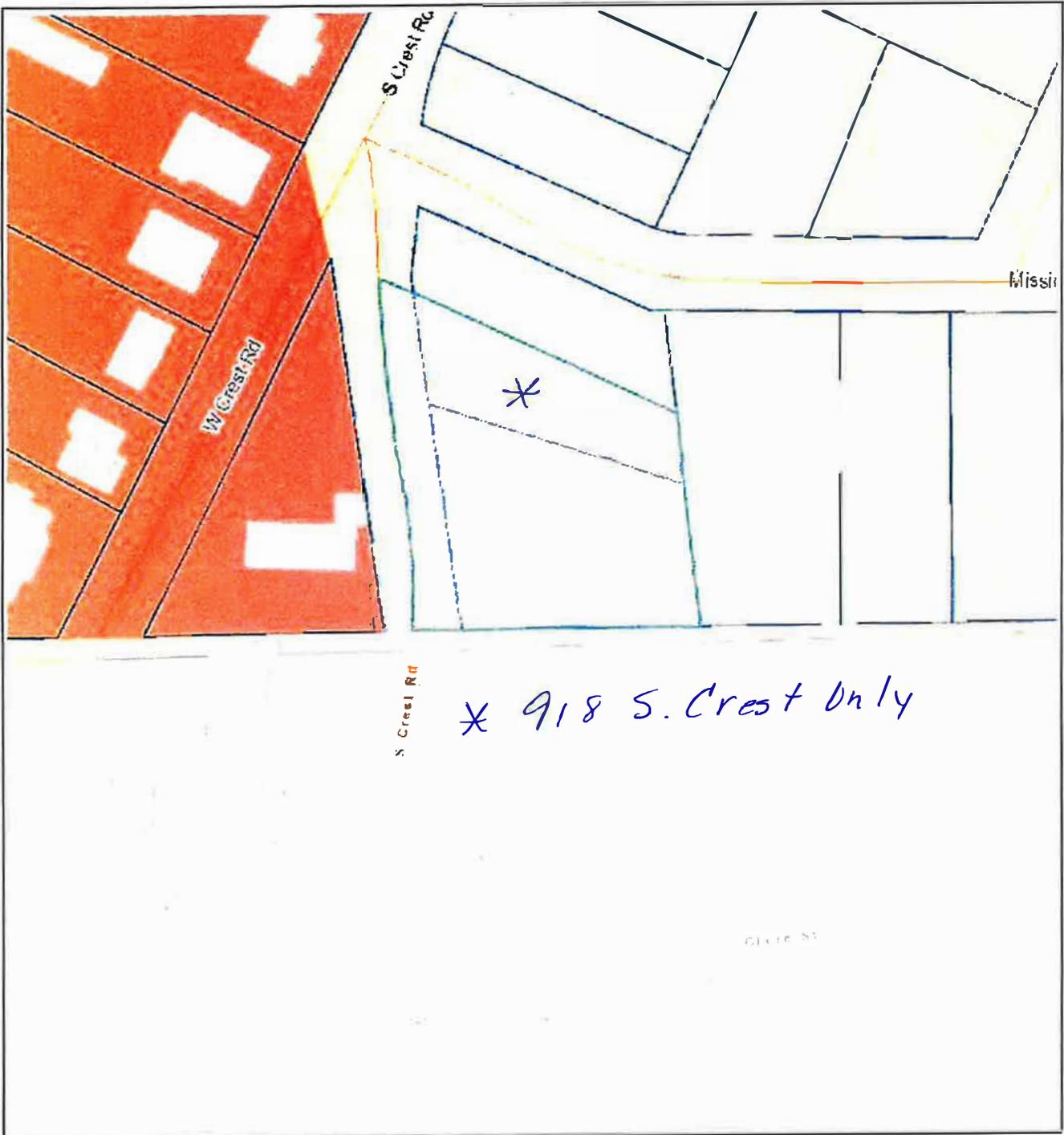
The surrounding development form is one to two-story residential structures with on-site parking on smaller, suburban lots. There is a mix of two and multi-family structures in the area.

Yes No See Comments

CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

The proposed rezoning to R-2 Residential Duplex District would not introduce concerns related to location, lighting or height.

2023-0021 Rezoning from R-1 to R-2



2023-0021 Rezoning from R-1 to R-2



* 918 S. Crest Only

2023-0021 Rezoning from R-1 to R-2



* 918 S. Crest Only

2023-0021 Rezoning from R-1 to R-2

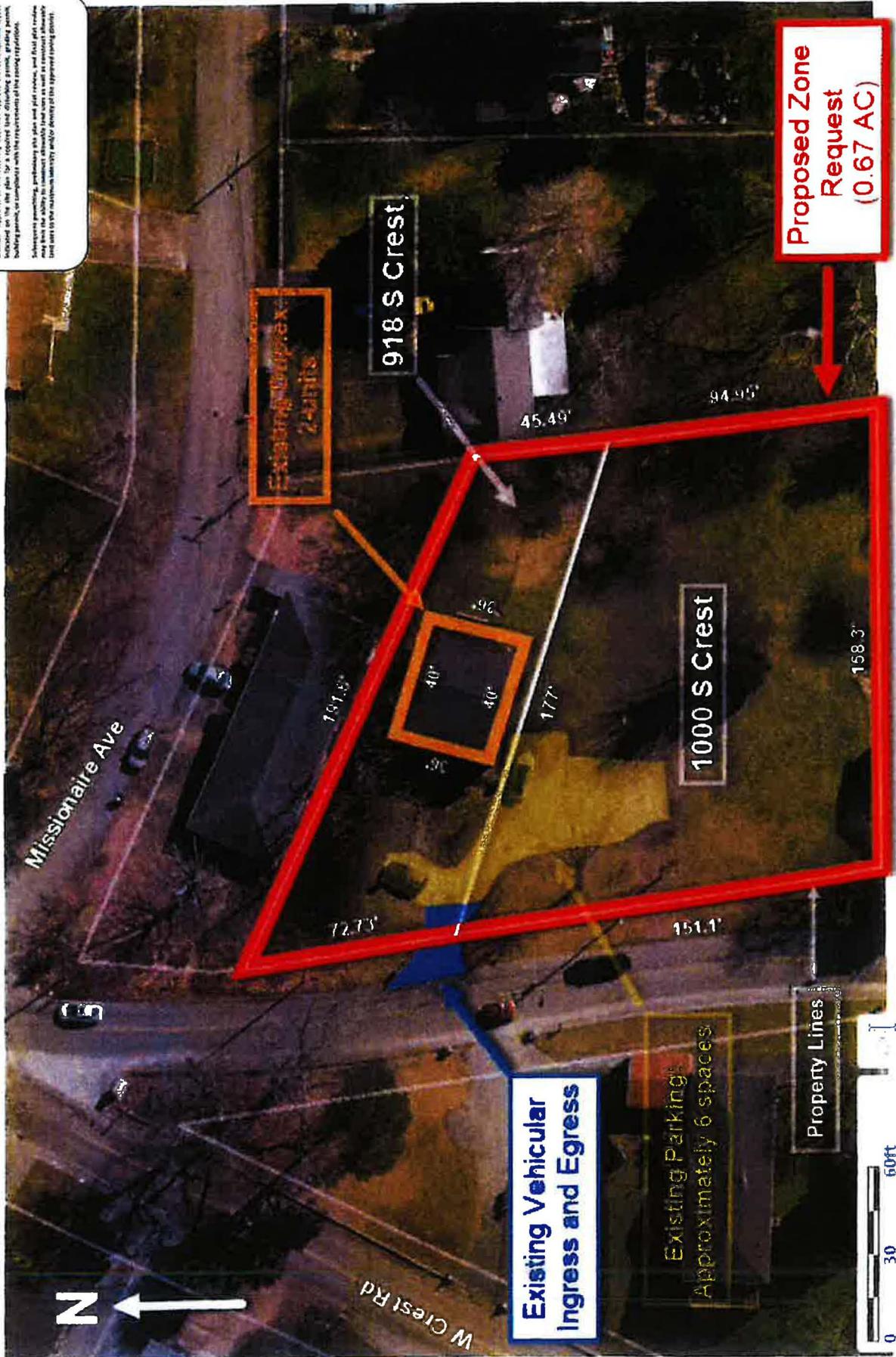


* 918 S. Crest Only

* 918 S. Crest Only

Site Plan:

DISCLAIMER
Site plans submitted as part of rezoning applications are for informational purposes only, with the exception of Planned Unit Development Plans. Approval of the rezoning does not guarantee the approval of development rights provided in the zoning ordinance. The applicant is responsible for obtaining all necessary permits, including but not limited to, building permits, or compliance with the requirements of the zoning ordinance. The applicant is responsible for obtaining all necessary permits, including but not limited to, building permits, or compliance with the requirements of the zoning ordinance. The applicant is responsible for obtaining all necessary permits, including but not limited to, building permits, or compliance with the requirements of the zoning ordinance.



RESOLUTION NO. 3371

AGENDA MEMORANDUM
EAST RIDGE NEEDY CHILD FUND TOY/CAR SHOW

March 23, 2023

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

SUBJECT:

The East Ridge Needy Child Fund, a 501c3 non-profit, has requested the use of Camp Jordan Arena from 7am-10pm on October 14th, 2023, to host their Annual Toy and Car Show. Jessica Wheeler, a representative for East Ridge Needy Child Fund, is asking the city to waive fees associated with renting the Arena. Total rental fees for the event would be \$1200.00 for the day. In past events they have raised around \$5000.00. All money from the event is for the East Ridge Needy Child Fund. The purpose of the club is to “sponsor and support all of the needy children and families within East Ridge.

Staff recommends waiving the facility fees in support of this event.

SS

RESOLUTION NO. 3371

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO WAIVE THE FEE FOR USE OF THE CAMP JORDAN ARENA BY THE EAST RIDGE NEEDY CHILD FUND FOR A TOY SHOW/CAR SHOW FUNDRAISER EVENT

WHEREAS, the East Ridge Needy Child Fund plays an important role in helping underprivileged children and families in the City of East Ridge; and

WHEREAS, the East Ridge Needy Child Fund will be holding a toy show/car show fundraiser event on October 14, 2023 at Camp Jordan Arena; and

WHEREAS, the East Ridge Needy Child Fund is asking the City to waive the fee for use of the arena in order to use all the proceeds from this fundraiser to help underprivileged children and families in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the fee for use of the Camp Jordan Arena on October 14, 2023 by the East Ridge Needy Child Fund to hold a toy show/car show fundraiser event will be waived.

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

Adopted this _____ day of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3372

**AGENDA MEMORANDUM
EROC KARS 4 KIDS CAR SHOW**

March 23, 2023

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

SUBJECT:

The East Ridge Optimist Club, a 501c3 non-profit, has requested the use of Camp Jordan Arena from 7am-10pm on July 29, 2023, to host their Annual Kars 4 Kids Car Show. David Tyler, the president of the club, is asking the city to waive fees associated with renting the Arena. Total rental fees for the event would be \$1200.00 for the day. All money from the event is then used to help the Orange Grove Center, the East Ridge Needy Child Fund and other children within the area.

Staff recommends waiving the facility fees in support of this event.

SS

RESOLUTION NO. 3372

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO WAIVE THE FEE FOR USE OF CAMP JORDAN ARENA BY THE EAST RIDGE OPTIMIST CLUB FOR A KARS FOR KIDS FUNDRAISER

WHEREAS, the East Ridge Optimist Club is an active group who works to make a positive difference in the lives of children in East Ridge and the surrounding areas; and

WHEREAS, the East Ridge Optimist Club has scheduled a fundraiser called Kars for Kids on July 29, 2023 at Camp Jordan Arena; and

WHEREAS, the East Ridge Optimist Club is requesting that the City waive the fee for use of the Arena in order for them to use the proceeds from the Kars for Kids fundraiser to help the Orange Grove Center, the East Ridge Needy Child Fund, and other children within the area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the fee for use of the Camp Jordan Arena on July 29, 2023 by the East Ridge Optimist Club will be waived in order for the group to use the proceeds from the Kars for Kids fundraiser to help the Orange Grove Center, the East Ridge Needy Child Fund, and other children within the area.

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:

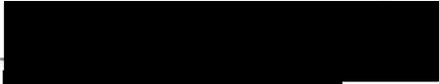
J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

**APPLICATION FOR REDUCED FEE FOR
CITY OF EAST RIDGE
FACILITY RENTAL**

The undersigned hereby requests that the City of East Ridge reduce the fees for the use of the Community Center/ Arena Amphitheater/ Arena (circle/fill in desired venue).

1. Name of Group or Individual making the request: East Ridge Opticist Club
 - (a) Address: 
 - (b) Phone: 
 - (c) Contact Person: David Tyler
2. The desired date(s) & time(s) for the event: July 29th
3. The event to be held: Kids 4 Kids Car Show
4. Is the event open to the public: Yes
5. Is there an admission fee: Yes for car show participants/No for Public
6. Are outside vendors participating: Yes
7. Is a fee charged for outside vendors: No
8. What is amount of admission fee: \$50
9. What is amount of fee for outside vendors: N/A
10. Is the group/individual listed in #1 above non profit: No
11. Does the group/individual have a 501 C-3: No
12. What other entities/persons share in the proceeds from the event:
None
13. Will the event require any accessory property? ie. Tables, chairs, etc.:
Yes

I hereby certify under the penalties of perjury that the above information is true and correct to the best of my knowledge.

David Tyler David Tyler
Name Printed Name

RESOLUTION NO. 3373

**AGENDA MEMORANDUM
SPLASH PAD COATING
Budgeted Item**

March 23, 2023

Submitted By:

Shawwna Skiles
Shawwna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Recreation Department accepted sealed bids from experienced paint contractors to coat the new splash pad, located at 1515 Tombras Avenue. The bid packet was sent to 3 different companies, who we met with for prices, quotes, and specs for the project.

We opened bids at 2:00 pm on Wednesday March 8, 2023, with the following bids received:

Barnett's Painting, LLC	\$44,014.00
80 West Group, LLC	\$34,000.00

East Ridge Parks and Rec recommends we move forward with the bid received from 80 West Group, LLC in the bid amount of \$34,000.00. This project is a budgeted item for \$29,000.00. The additional \$5,000.00 will be paid from the Capital Project Improvement Fund for various sites and buildings. Once the contract is signed, this project has a 60-day completion time.

SS

RESOLUTION NO. 3373

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, APPROVING
BIDS FOR COATING THE SPLASHPAD AT PIONEER
PLAYGROUND**

WHEREAS, on February 20, 2023, the City of East Ridge advertised for bids for coating the splashpad at Pioneer Playground; and

WHEREAS, sealed bids were opened and publicly read on March 8, 2023, beginning at 2:00 p.m. at East Ridge City Hall; and,

WHEREAS, City staff has maintained a file of the bids which were submitted; and

WHEREAS, after conducting a public bid opening and after reviewing the bid documents, City staff recommends the bid for coating the splashpad at Pioneer Playground be awarded to 80 West Group, LLC in the amount of \$34,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the bid for the seal coating the splashpad at Pioneer Playground be awarded to 80 West Group, LLC in the amount of \$34,000.00.

BE IT FURTHER RESOLVED that the Mayor, or his designee, is hereby authorized to execute any contract or agreement necessary between the City of East Ridge and 80 West Group, LLC, subject to approval of the City Attorney, in the amount stated herein.

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

Adopted this _____ day of _____, 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3374

AGENDA MEMORANDUM
ACADEMY SPORT + OUTDOORS

March 23, 2023

Submitted By:



Shawna Skiles, Parks and Recreation Director

SUBJECT:

At the February 9, 2023 council meeting, Council approved Resolution No. 3357, which approved a Parks and Recreation agreement with Academy Sports + Outdoors. Revisions have been made to the original contract, so Resolution No. 3357 will need to be rescinded. A new resolution approving the revised contract will be presented at the March 23, 2023 meeting. The new contract from Attorney Litchford, which best represents the city's interest, has been provided to Academy Sports + Outdoors.

SS

RESOLUTION NO. 3374

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, RESCINDING RESOLUTION NO. 3357 AND APPROVING A REVISED AGREEMENT WITH ACADEMY SPORTS + OUTDOORS

WHEREAS, Resolution No. 3357 was approved by unanimous vote on February 9, 2023; and

WHEREAS, Resolution No. 3357 approved a sponsorship agreement with Academy Sports + Outdoors; and

WHEREAS, since approval of the agreement, some of the terms of said agreement have been revised.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that Resolution No. 3357 be and is hereby rescinded.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to enter into a sponsorship agreement with Academy Sports + Outdoors, which will provide the benefits as outlined in the attached revised agreement.

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

Passed on this the _____ day of _____ 2023.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

This Sponsorship Summary ("**Summary**"), naming Academy Ltd. d/b/a Academy Sports + Outdoors ("**Academy**") as a Sponsor of the City of East Ridge, Tennessee and its Parks and Recreation Department ("**Collectively the Recipient**"), is governed by that certain Sponsorship Rider ("**Rider**") between Academy and Recipient effective as of 2/2/2023 ("**Effective Date**").

The term of this Summary is for the period of time from the Effective Date until 2/1/2024 (the "**Term**"), unless earlier terminated in accordance with the provisions of the Rider. Academy shall have the right to extend this Agreement ("**Agreement**" as defined in the attached Rider) for an optional one (1) **additional** year period. **This Agreement is not renewable after the optional one (1) year period and the parties must enter into a new agreement to the extent they desire to further engage in the services contemplated in this Agreement.** Academy must notify Recipient of its intent to renew the Agreement with written notice to Recipient thirty (30) days prior to the end of the current term.

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

- Recipient shall place Academy banners on each of the Recipient's fields
- Recipient shall distribute Academy marketing materials when and where applicable. The content to be mutually agreed upon by the Parties.
- Recipient shall schedule a minimum of two (2) league night shopping events. Recipient must provide Academy with at least four (4) weeks advance notice for league night event requests and league night dates are subject to Academy's agreement. Recipient must promote league nights on Recipient's website, social media channels, and any other means applicable to ensure turnout.
- Category exclusive online advertising on the team web site, including:
 - One (1) masthead banner ad
 - One (1) 350 x 250 top right home page ad
 - Recipient agrees to send out an Academy approved e-mail message to all league participants monthly
- Recipient shall provide proof of performance to include number of participants and pictures of banners on Recipient's fields.

2. Academy will provide the following to Recipient:

- \$2,000 payable pursuant to attached Sponsorship Rider
- \$250 Academy Gift Card
- Ten (10) Dozen of Academy Baseballs
- Five (5) 6 pack of Academy Softballs
- Ten (10) Academy Soccer Balls
- Payment to SportsEngine, on behalf of Recipient, of the fees for the Starter Level Web Site Design package, in accordance with Academy's contract with SportsEngine, which includes the following:
 - Sitebuilder website content management system
 - Starter Level Mobile Responsive design template
 - Access to the SportsEngine registration system (transaction fees the responsibility of the league);
 - Functionality includes, hosted web site, team pages, content management

3. Invoicing:

Recipient shall submit its invoice(s) and W9 for payment processing via email to:

Cody.Reid@Academy.com

This Sponsorship Rider ("**Rider**") is entered into on the Effective Date, as listed in the Sponsorship Summary ("**Summary**") to which it is attached, between Academy, Ltd. d/b/a Academy Sports + Outdoors ("**Academy**"), a Texas limited partnership located at 1800 North Mason Road, Katy, Texas, 77449 and the City of East Ridge, Tennessee and its Parks and Recreation Department ("Collectively the **Recipient**"), a Tennessee Municipality, located at 1517 Tombras Avenue, East Ridge, TN 37412. Academy and Recipient may sometimes be referenced herein individually as "**Party**" or collectively as the "**Parties**".

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

1. **PRICING AND INVOICING.** Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within ninety (90) days after Academy's receipt of a valid and correct invoice. Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Agreement or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Agreement.
2. **INSURANCE.** Recipient shall, at its own cost and expense, procure and maintain adequate commercial general liability, umbrella, business auto, worker's compensation, and/or other insurance to cover all claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs and expenses, including attorney's fees and court costs, arising out of or related to this Agreement, statement of work, or any event or activity sponsored or promoted by Academy under this Agreement. Any deductible applicable to the insurance shall be paid by Recipient.
3. **REPRESENTATIONS, WARRANTIES AND GUARANTEES.**

3.1 Each Party warrants, represents, and guarantees to the other that:

- a. The Party (i) understands all of the terms of this Agreement; (ii) has had the opportunity to review this Agreement with its counsel; (iii) has the full power and authority to enter and perform this Agreement; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Agreement; and (v) confirms that this Agreement has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
- b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, "**Laws**") at all times during the Term of this Agreement; and
- c. All services, consideration, or materials provided pursuant to the Agreement do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.

3.2 Recipient warrants, represents, and guarantees to Academy that:

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

HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS AGREEMENT.

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

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

ACADEMY:

RECIPIENT:

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

City of East Ridge

Its General Partner

By:	By:
Name:	Name:
Title:	Title:

RESOLUTION NO. 3375

AGENDA MEMORANDUM

Rescind Resolution No. 3367
And Purchase Budgeted Vehicle
At Additional Cost for the Fire/Rescue Dept.

March 23, 2023

Submitted By:



Mike Williams, Fire Chief

Subject:

Mayor and Councilmembers,

In the original Resolution for the Ford F-150 pickup, the State Contract included a standard emergency lighting package. I was mistaken with the understanding that this is what we were needing. The emergency lighting that we need is additional emergency lights and siren. This will be an additional cost of \$6,995.00 from Lonnie Cobb Ford.

After receiving an updated quote and removing items that are not needed, it increased the cost from \$45,150.00 to \$49,830.00

The total cost for the vehicle, lights, and siren is now \$49,830.00 under the State of Tennessee Contract # 209/#75347.

This price remains below the \$65,000.00 which was budgeted.

I am requesting that Council rescind Resolution No. 3367 and approve the purchase of this vehicle for a total cost of \$49,830.00, which includes the additional cost of \$4,680.00.

RESOLUTION NO. 3375

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, RESCINDING RESOLUTION NO. 3367 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE (1) 2023 FORD F-150 TRUCK FOR THE EAST RIDGE FIRE RESCUE DEPARTMENT FROM LONNIE COBB FORD THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #209-75347, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)

WHEREAS, Resolution No. 3367 was approved by unanimous vote on March 9, 2023; and

WHEREAS, since approval of Resolution No. 3367, it has been determined that additional equipment is needed at a cost of \$6,995.00; and

WHEREAS, after receiving an updated quote and removing items that are not needed, the price of the vehicle increased from \$45,150.00 to \$49,830.00 for a total increase of \$4,680.00.

WHEREAS, the City of East Ridge is allowed to purchase from the Department of General Services Statewide Contract Listing, pursuant to T.C.A. 12-3-1201(b), without obtaining competitive bids; and

WHEREAS, the total cost for a 2023 Ford F-150 truck from Lonnie Cobb Ford on the Tennessee Statewide Vehicle Contract with the additional equipment is \$49,830.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that Resolution No. 3367 be and is hereby rescinded.

BE IT FURTHER RESOLVED that the City Manager or his designee is hereby authorized to purchase, and execute all documents necessary to purchase, one (1) 2023 Ford F-150 Truck from Lonnie Cobb Ford through the Department of General Services Statewide Contract Listing #209-75347, pursuant to TCA 12-3-1201(b), at a cost of \$49,830.00.

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

Adopted this _____ day of _____, 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

SWC 209
Lonnie Cobb Ford contract # 75347

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 320



Client Proposal

Prepared by:
STEVEN BLACKSTOCK
Office: 731-989-2121
Date: 03/13/2023



Lonnie Cobb Ford | 1618 Highway 45 North, Henderson, Tennessee, 383404005
Office: 731-989-2121 | Fax: 731-989-3502



Prepared by: STEVEN BLACKSTOCK

03/13/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 320

Warranty

Standard Warranty

Basic Warranty

Basic warranty

36 months/36,000 miles

Powertrain Warranty

Powertrain warranty

60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty

60 months/unlimited

Roadside Assistance Warranty

Roadside warranty

60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

03/13/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 320

As Configured Vehicle

Code	Description	MSRP
W1E	Base Vehicle Price (W1E)	\$44,910.00
101A	Equipment Group 101A Standard <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i> - Tires: 265/70R17 BSW A/T - Wheels: 17" Silver Steel - Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	-\$750.00
995_	Engine: 5.0L V8 <i>Includes flex-fuel capability.</i> <i>Includes:</i> - GVWR: 7,050 lbs Payload Package	\$2,335.00
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included
XL3	Electronic Locking w/3.31 Axle Ratio	\$420.00
NNGV6	GVWR: 7,050 lbs Payload Package	Included
STDTR	Tires: 265/70R17 BSW A/T	Included
64C	Wheels: 17" Silver Steel	Included
A	Vinyl 40/20/40 Front Seat	N/C
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i> <i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	Included
53B	Class IV Trailer Hitch Receiver <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995). 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>	\$315.00

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Prepared by: STEVEN BLACKSTOCK

03/13/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 320

As Configured Vehicle (cont'd)

Code	Description	MSRP
413	Skid Plates <i>Includes fuel tank, transfer case and front differential.</i>	\$160.00
52X	Auto Start-Stop Removal	-\$50.00
PAINT	Monotone Paint Application	STD
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50 State Emissions	STD
YZ_01	Oxford White	N/C
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
cab steps	Ranger/ F150 cab steps <i>black tube cab steps</i>	\$575.00
spray in bedlin	spray in bedliner	\$595.00
light pkg	roof mounted lightbar, handheld siren, perimeter lighting	\$6,995.00
SUBTOTAL		\$55,505.00
Destination Charge		\$1,795.00
TOTAL		\$57,300.00

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Prepared by: STEVEN BLACKSTOCK

03/13/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 320

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$44,910.00
Options	\$2,430.00
Colors	\$0.00
Upfitting	\$8,165.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,795.00
Subtotal	\$57,300.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$7,470.00
Total		\$49,830.00


Customer Signature

3-14-2023
Acceptance Date

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RESOLUTION NO. 3376

**AGENDA MEMORANDUM
RESURFACING NORTH SMITH, FLOYD AND McCALL**

March 23, 2023

Submitted By:


✓ Scott Miller, City Manager

SUBJECT:

North Smith Street, Floyd Drive, and McCall Road in the Lansdell Park Development have been heavily traveled over the past several years by large dump trucks hauling in loads of dirt, delivering materials and supplies, etc. for the development of The Gateway Project. These streets are in deteriorated condition.

Jeff Sikes, ASA Engineering, got with Talley Construction to obtain a reasonable quote for just leveling the roadways in the bad areas. No wearing surface to be applied. The leveling course will provide a drivable road for the residents. The cost stated by Talley for this proposed work was \$100,000. Funds are available in the State Street Aid Fund.

JSM/

RESOLUTION NO. 3376

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, APPROVING LEVELING AREAS OF NORTH SMITH STREET, FLOYD DRIVE, AND MCCALL ROAD IN THE LANSDELL PARK DEVELOPMENT TO BE DONE BY TALLEY CONSTRUCTION AS PART OF THE CONTRACT AWARDED ON AUGUST 11, 2022

WHEREAS, over the past several years, North Smith Street, Floyd Drive, and McCall Road in the Lansdell Park Development have deteriorated because of large dump trucks hauling in dirt, delivering materials and supplies, etc., for the Gateway Project Development; and

WHEREAS, Talley Construction has provided a quote to ASA Engineering for leveling areas of these roads, with no wearing surface to be applied, in the amount of \$100,000; and

WHEREAS, Talley Construction was awarded a contract for paving various city streets on August 11, 2022; and

WHEREAS, the leveling of North Smith Street, Floyd Drive, and McCall Road in the Lansdell Park Development will be added to the existing contract with Talley Construction; and

WHEREAS, the amount for the Lansdell Park Development project will be \$100,000 to be paid for with funds from the State Street Aid Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that leveling areas of North Smith Street, Floyd Drive, and McCall Road will be added to the existing contract with Talley Construction in the amount of \$100,000 to be paid for with funds from the State Street Aid Fund.

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 to Form:

Mark W. Litchford, City Attorney

AGENDA MEMORANDUM

REZONE

1505 Prater Road

Date: April 13, 2023

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On March 6, 2023, David and Garth Mansfield petitioned the East Ridge Planning Commission to rezone the parcel found at 1505 Prater Road, (tax map #169K N 005.01) from C-2 Commercial District and R-1 Residential District to RZ-1 Zero Lot Line Residential District.

The East Ridge Planning Commission approved the request to rezone.

If approved by the City Council to rezone, owners will subdivide creating two lots, allowing for two single-family dwellings.

AGENDA MEMORANDUM

Board of Zoning Appeals
Appointment

April 13, 2023

Submitted By:



Janet Middleton, City Recorder

Subject:

The term for Steve Leach expired on April 8, 2023. This is Mayor Williams appointment.

Name	Appointed by:	Term
Steve Leach (Chairperson)	Mayor Williams	4/9/20 - 4/8/23
519 Donaldson Road		
East Ridge, TN 37412		

AGENDA MEMORANDUM
AMENDMENTS TO THE HR RULES AND REGULATIONS

APRIL 13, 2023

Submitted By:


Michelle Sinigaglio, Human Resources Manager

SUBJECT:

The City of East Ridge Human Resources Rules and Regulations must be updated from time to time as the needs of the City change. There are six (6) amendments I would like to put through at this time.

- Section III, letter G & Section IV, letter R - the East Ridge Fire Department work period has now been changed from 27 days to 28 days.
- Section V, letter E - a clerical error regarding the use of vacation leave has been corrected to reference sick leave.
- Section V, letter E - there is additional language specifying the use of leave time for exempt employees.
- Section V, letter O - the bereavement policy has been updated to be more in-line with other municipalities and easier to understand.
- Section VII, letter J - has been amended to fine tune the educational reimbursement policy specifically requiring a written letter of agreement.