

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

**November 11, 2021  
6:00 pm**

1. Call to Order
2. Invocation
3. A. Roll Call
- B. Employee Milestone Awards for October
- C. Donation to the Needy Child Fund – Police Department
4. Approval of Minutes October 28, 2021 Council Meeting
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business: None
9. New Business:
  - A. **PUBLIC HEARING – ORDINANCE NO. 1152-** Rezone 1410 N. Mack Smith Road from C-1 Commercial District to R-3 Residential Apartment District
  - B. **ORDINANCE NO. 1152 – 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 1410 N. MACK SMITH ROAD, TAX MAP #169L-L-002, FROM C-1 COMMERCIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT**  
(1<sup>st</sup> reading)
  - C. **ORDINANCE NO. 1153 – 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 SURPLUS AN APPROXIMATE 13.59 ACRE TRACT OF LAND LOCATED AT 100 BLOCK OF INTERSTATE 75 ON A PORTION OF TAX MAP NO. 169D-A-001 AND AUTHORIZING THE MAYOR TO ENTER INTO AN OFFER TO PURCHASE REAL PROPERTY IN SUBSTANTIALLY THE FORM ATTACHED WITH WWTA AND TO EXECUTE A DEED AND OTHER NECESSARY CLOSING DOCUMENTS FOR THE CONVEYANCE OF THE PROPERTY, IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)** (1<sup>st</sup> reading)

- D. **ORDINANCE NO. 1154** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, CLOSING AND ABANDONING A PORTION OF THE RIGHT-OF-WAY LOCATED AT THE 5300 BLOCK OF STONE STREET, A PORTION OF TAX MAP NOS. 169J-A-017 AND 169J-A-021 AS DETAILED ON THE ATTACHED MAP, SUBJECT TO CERTAIN CONDITIONS (1<sup>st</sup> reading)
- E. **RESOLUTION NO. 3211** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH RINGGOLD SPIRIT CORPORATION RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO
- F. **RESOLUTION NO. 3212** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE ADVANCEMENT OF STATE SALARY SUPPLEMENT PAYMENTS FOR ELIGIBLE FIREFIGHTERS AND POLICE OFFICERS
- G. **RESOLUTION NO. 3213** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE THE APPOINTMENT OF \_\_\_\_\_ BY VICE MAYOR CHAUNCEY TO THE EAST RIDGE BEER BOARD
- H. **RESOLUTION NO. 3214** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE THE APPOINTMENT OF \_\_\_\_\_ BY COUNCILMEMBER CAGLE TO THE EAST RIDGE BEER BOARD
- I. **RESOLUTION NO. 3215** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO MEMORIALIZE THE MAYOR’S APPOINTMENT OF \_\_\_\_\_ AS CHAIRPERSON OF THE BEER BOARD
- J. **RESOLUTION NO. 3216** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE (1) 2021 FORD INTERCEPTOR SUV FROM LONNIE COBB FORD THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #209-72318, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)
- K. **RESOLUTION NO. 3217** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING BIDS FOR THE PURCHASE OF SOCCER UNIFORMS FOR THE 2021 - 2022 INDOOR SOCCER SEASON
- L. **RESOLUTION NO. 3218** – A RESOLUTION OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE ISSUANCE OF INTEREST-BEARING FIRE DEPARTMENT CAPITAL OUTLAY NOTES, SERIES 2021, IN AN AMOUNT NOT TO EXCEED \$696,079, AND PROVIDING FOR THE PAYMENT OF SAID NOTES

- M. **RESOLUTION NO. 3219** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AWARDED THE BID FOR US HIGHWAY 41/SR8 (RINGGOLD RD.) CORRIDOR IMPROVEMENT PROJECT FROM KINGWOOD DRIVE/WIMBERLY LANE TO MCBRIEN ROAD
- N. **RESOLUTION NO. 3220** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO SPONSOR THE CHATTANOOGA RED WOLVES FOR THE USL LEAGUE FINAL AT CHI MEMORIAL STADIUM CONTINGENT UPON THE RED WOLVES MAKING IT TO THE FINALS AND HOSTING THE EVENT
- O. Discussion of Tentative Agenda Items for the December 9, 2021 Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A  
TENTATIVE AGENDA ITEMS  
FOR DECEMBER 9, 2021**

3. B. Christmas Parade Awards

8. **Old Business:** None

A. **ORDINANCE NO. 1152** – 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 1410 N. MACK SMITH ROAD, TAX MAP #169L-L-002, FROM C-1 COMMERCIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (2<sup>nd</sup> and final reading)

B. **PUBLIC HEARING FOR ORDINANCE NO. 1153**

C. **ORDINANCE NO. 1153** – 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 SURPLUS AN APPROXIMATE 13.59 ACRE TRACT OF LAND LOCATED AT 100 BLOCK OF INTERSTATE 75 ON A PORTION OF TAX MAP NO. 169D-A-001 AND AUTHORIZING THE MAYOR TO ENTER INTO AN OFFER TO PURCHASE REAL PROPERTY IN SUBSTANTIALLY THE FORM ATTACHED WITH WWTA AND TO EXECUTE A DEED AND OTHER NECESSARY CLOSING DOCUMENTS FOR THE CONVEYANCE OF THE PROPERTY, IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) (2<sup>nd</sup> and final reading)

D. **PUBLIC HEARING FOR ORDINANCE NO. 1154**

E.. **ORDINANCE NO. 1154** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, CLOSING AND ABANDONING A PORTION OF THE RIGHT-OF-WAY LOCATED AT THE 5300 BLOCK OF STONE STREET, A PORTION OF TAX MAP NOS. 169J-A-017 AND 169J-A-021 AS DETAILED ON THE ATTACHED MAP, SUBJECT TO CERTAIN CONDITIONS (2<sup>nd</sup> and final reading)

9. **New Business:**

A. **RESOLUTION NO. \_\_\_\_** - A resolution to officially retire K9 Officer Axle



## **EAST RIDGE POLICE DEPARTMENT**

**4214 Ringgold Road ♦ East Ridge, TN 37412**

**Police Administration  
(423) 867-3718  
Fax (423) 867-9418**

**Stan Allen  
Chief of Police**

### **AGENDA MEMORANDUM**

**TO: Mayor and City Council - City Manager**

**FROM: Assistant Police Chief Stan Allen**

**SUBJECT: Donation**

**DATE: October 17, 2018**

The officers of the East Ridge Police Department would like to make a donation to the East Ridge Needy Child Fund at the council meeting on November 11, 2021. I have contacted the Fund to ask a representative to attend.

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

**October 28, 2021  
6:00 pm**

The East Ridge City Council met pursuant to notice on October 28, 2021, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

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

**Present were:** Mayor Williams, Vice Mayor Chauncey, Councilmember Cagle, Councilmember Witt, City Manager Dorsey, City Attorney Litchford, and City Recorder Middleton. Councilmember Helton was not present.

**Approval of Minutes October 14, 2021 Council Meeting** – Vice Mayor Chauncey made a motion, seconded by Councilmember Cagle, to approve the minutes. The vote was unanimous. Motion approved.

**Communication from Citizens:**

Charles Mangrum, 1302 Blocker Lane, would like the opportunity to have an Airbnb in their home. They are in a R-1 district which currently does not allow Airbnb's. He would like the Council to consider changing this restriction. City Manager Dorsey will research this.

**Communication from Councilmembers:**

Councilmember Cagle had nothing at this time.

Vice Mayor Chauncey asked about procedures for having an Airbnb. Chief Building Official Howell stated they are not allowed in R-1 districts, but we have some in R-2 that are allowed depending on if they are owner occupied.

Councilmember Witt had nothing at this time.

Mayor Williams discussed the following:

- The Remote Area Medical (RAM) Clinic was held last weekend at Camp Jordan. It was a successful event that provided free health, dental, and vision care.
- Jeffery Stubblefield, who is seven, placed first again in the Tri Star Reads Program, with over 39,000 minutes of reading over the summer. He got to tour the Governor's mansion and received a \$1,000 scholarship.
- There are two drop-off locations for retired flags, one at City Hall and one at Camp Jordan. This was an Eagle Scout project by Chase Lowrey.
- The Christmas Parade will return this year on Saturday, November 20<sup>th</sup>. It was not held last year because of COVID.

- There will be a blood drive at the Fire and Police Department on November 30<sup>th</sup> from 12:30 – 6:30 pm.
- There has been progress on the Pioneer Frontier and splash pad, but we do not have a completion date yet.
- Halloween is this Sunday, and there will be several trunk or treat events at churches.

**Communication from City Manager:**

- Mr. Dorsey hosted an employee birthday lunch this week for employees with October birthdays.
- November 6, 2021 – Bark Party behind City Hall from 9 am – 3 pm.
- Liquor stores – Both applicants have turned in plans for review.
- We are considering doing an intersection calming project at the intersection of Bennett and South Seminole through the Transportation Planning Organization. We are also looking at the possible widening at S. Mack Smith and maybe add a third lane. We are also looking at some work at the Spring Creek and Ringgold Road to help alleviate traffic. Other projects are paving at McBrien, Safe Route to Schools, and John Ross Road.
- We are finalizing plans for leaf pick up season. We will start right after Thanksgiving and keep progress of the trucks on the website. We have also hired part time help to man the actual machines. Councilmember Cagle asked if leaves can be raked to the curb or can they be bagged. Mr. Dorsey stated we will use leaf machines to pick up the raked leaves. Bags can be used but the workers have to cut them open. The Mayor would like to consider using biodegradable bags.

The Mayor stated the liquor stores are having labor issues, but they are actively working with the City.

**Old Business:**

**ORDINANCE NO. 1151 – 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 4105 CEMETERY ROAD, TAX MAP #169A-F-007, FROM R-3 APARTMENT DISTRICT TO R-1 RESIDENTIAL DISTRICT (2nd and final reading)** – City Attorney Litchford read on caption. Chief Building Official Howell stated this was approved by the Planning Commission and on first reading by Council. Vice Mayor Chauncey made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1151 on second and final reading. The vote was unanimous. Motion approved.

**New Business:**

**RESOLUTION NO. 3208 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE APPLICATION FOR, AND ACCEPTANCE OF, THE PUBLIC ENTITY PARTNERS PROPERTY CONSERVATION MATCHING GRANT FOR FY 2022** - City Attorney Litchford read on

caption. Mr. Dorsey stated we will use the grant for installation of security cameras at Camp Jordan. Councilmember Witt made a motion, seconded by Vice Mayor Chauncey, to approve Resolution No. 3208. The vote was unanimous. Motion approved.

**RESOLUTION NO. 3209 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO SPONSOR A BAY AT TOP GOLF IN THE AMOUNT OF \$100 FOR THE EAST RIDGE CHAMBER COUNCIL 50<sup>TH</sup> ANNIVERSARY CELEBRATION** - City Attorney Litchford read on caption. Vice Mayor Chauncey made a motion, seconded by Councilmember Cagle, to approve Resolution No. 3209. The vote was unanimous. Motion approved.

**RESOLUTION NO. 3210 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, EXTENDING FOR AN ADDITIONAL 180 DAYS, A MORATORIUM ON THE ACCEPTING AND PROCESSING OF APPLICATIONS FOR ANY NEW OUTDOOR ADVERTISING SIGNS AND ON THE CONSTRUCTION AND/OR INSTALLATION OF OUTDOOR ADVERTISING SIGNS, IN ADDITION TO THE CONVERSION OF EXISTING SIGNS AND POSTER PAPER OUTDOOR ADVERTISING SIGNS TO AN ELECTRONIC ADVERTISING OR MESSAGING SIGN, WITHIN THE CITY** - City Attorney Litchford read on caption. Mr. Dorsey stated Council extended the moratorium in May of this year. After a Supreme Court ruling, TDOT suspended outdoor advertising rules and regulations and have not yet finished the new rules and regulations. Councilmember Witt made a motion, seconded by Vice Mayor Chauncey, to approve Resolution No. 3210. The vote was unanimous. Motion approved.

Discussion of Tentative Agenda Items for the November 11, 2021 Council Meeting (see Attachment A)

3. B. **Employee Milestone Awards for October** - We will have six to announce.
  - C. **Donation to the Needy Child Fund – Police Department** – Chief Allen stated this is the yearly donation we make for No-shave November.
9. **New Business:**
- A. **PUBLIC HEARING – ORDINANCE NO. \_\_\_\_ - Rezone 1410 N. Mack Smith Road from C-1 Commercial District to R-3 Residential Apartment District** -Mr. Howell stated this request went before the East Ridge Planning Commission on September 8<sup>th</sup> and was denied.
  - B. **ORDINANCE NO. \_\_\_\_ - An Ordinance to Rezone 1410 N. Mack Smith Road from C-1 Commercial District to R-3 Residential Apartment District (1<sup>st</sup> reading)** – No further discussion.

- C. **RESOLUTION NO. \_\_\_\_ - Fire and Police Salary Supplements** – Chief Williams and Chief Allen bring this before Council every year. Chief Williams stated the State pays firefighters and police officers for in-service training. The City issues checks in November and is reimbursed by the State the following spring.
- D. **RESOLUTION NO. \_\_\_\_ - Beer Board Appointment – Vice Mayor Chauncey** – No discussion
- E. **RESOLUTION NO. \_\_\_\_ - Beer Board Appointment – Councilmember Cagle** – No discussion.
- F. **RESOLUTION NO. \_\_\_\_ - Mayor’s Appointment of Chairperson of the Beer Board** – Mayor Williams stated he appoints a Chairperson every November.
- G. **RESOLUTION NO. \_\_\_\_ - Purchase of a vehicle for the Police Department** – Chief Allen stated one of the Dodge Charger patrol cars caught on fire. Our insurance carrier totaled the car and paid the City \$12,500. He is requesting that the City purchase a Ford SUV for a cost of \$41,839, which includes \$7,995 in equipment. It will take 3-4 months to get the vehicle.

Being no further business, the meeting was adjourned.



# City of East Ridge

1517 Tombras Avenue  
East Ridge, Tennessee 37412  
(423)867-7711 • [www.eastridgetn.gov](http://www.eastridgetn.gov)

*Building and Codes Department*

## ORDINANCE NO. 1152

### AGENDA MEMORANDUM

**TO:** Mayor, Council; City Manager

**FROM:** Michael Howell

**SUBJECT:** Rezone property located at 1410 N Mack Smith Road (Tax Map # 169L-L-002)

**DATE:** September 27, 2021

On September 8, 2021, Lodge of Chattanooga, LLC petitioned the East Ridge Planning Commission to rezone the property located at 1410 N Mack Smith Rd from C-1 Commercial District to R-3 Residential Apartment District. The Planning Commission denied the request. Lodge of Chattanooga, LLC has requested the rezone case move forward to city council.

**ORDINANCE NO. 1152**

**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 1410 N. MACK SMITH ROAD, TAX MAP #169L-L-002, FROM C-1 COMMERCIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT**

**WHEREAS**, Lodge of Chattanooga, LLC has petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of the property located at 1410 N. Mack Smith Road, Tax Map #169L-L-002, from C-1 Commercial District to R-3 Residential Apartment District. The property is more particularly described as follows:

*Lots 13 thru 25 and 41 thru 52, Block D and Parts of Lots 5 thru 9 and parts of Lots 12 and 16, Block E, Plat of McDonald Estate Subdivision, Plat Book 14, Page 5, ROHC, Deed Book 10667, Page 159, ROHC. Tax Map 169L-L-002*

**WHEREAS**, the East Ridge Planning Commission held a public hearing on this petition on September 8, 2021, 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 denial of the rezoning petition on September 8, 2021; 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 approve 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 November 11, 2021, 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 1410 N. Mack Smith Road, Tax Map #169L-L-002, from C-1 Commercial 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.

Passed on First Reading \_\_\_\_\_, 2021

Passed on Second Reading \_\_\_\_\_, 2021

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

ATTEST:

\_\_\_\_\_  
Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

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

## Melissa Mahoney

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**From:** Amish Patel <[REDACTED]>  
**Sent:** Monday, September 13, 2021 9:30 AM  
**To:** Melissa Mahoney  
**Subject:** Re: Lodge of Chattanooga Dba Budgetel Inn & Suites

Good Morning Mrs. Melissa, hope you had a great weekend, after having a meeting regarding our meeting in two weeks with City Council, what we have decided is if we instead be put on this months agenda that we can do in October instead,  
I believe there's 2 a month we like to schedule for the 2nd one in October if possible

**Amish Patel**  
**Chief of Operations**  
**JDH Developers/ World Debt Acquisitions**  
**400 Galleria Parkway Suite 1140**  
**Atlanta Ga 30339 (11th Floor)**  
**678-354-2518 (Office) 678-594-2191 (E Fax)**  
<http://www.jdhdevelopers.com>  
**Download our Mobile App!!! Simply search for JDH Developers.**

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**From:** Amish Patel  
**Sent:** Friday, September 10, 2021 10:26 AM  
**To:** mmahoney@eastridgetn.gov <mmahoney@eastridgetn.gov>  
**Subject:** Lodge of Chattanooga Dba Budgetel Inn & Suites

Hey there Mrs. Melissa, we were denied zoning on Wednesday Sept 8th. We would like to move forward to the city council and see if we can discuss with them on the next agenda that set in aprox 2 weeks.  
I appreciate you

Amish

**Amish Patel**  
**Chief of Operations**  
**JDH Developers/ World Debt Acquisitions**  
**400 Galleria Parkway Suite 1140**  
**Atlanta Ga 30339 (11th Floor)**  
**678-354-2518 (Office) 678-594-2191 (E Fax)**  
<http://www.jdhdevelopers.com>  
**Download our Mobile App!!! Simply search for JDH Developers.**



# City of East Ridge

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

Department of Building & Codes

## Rezone Application

### Applicant Information

**Date of Application:** May 25, 2021

**Applicant Name:** Lodge of Chattanooga, LLC

**Applicant Address:** 2410 N. Mack Smith Road  
East Ridge, TN

**Applicant Phone Number(s):** \_\_\_\_\_

### Property Information

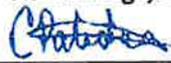
**Property Address:** 1410 N. Mack Smith Road **Tax Parcel Number:** 169L-L-002

**Property Zoning:** C-2 **Requested Zoning:** R-3

**Requested Rezone Purpose:** Rezoning the property to be used as apartments rather than  
extended stay hotel

Lodge of Chattanooga, LLC

\$200.00 Fee Paid	<u>\$200.00</u>
Method of Pmt.	<u>Check 00705911</u>

  
Signature of Applicant

- A map showing location of property, all adjacent streets and/or rights-of-way, property boundaries, and frontages should be included with this application. Such information is obtainable at <http://gis.hamiltontn.gov/mapmaker/home.asp>.
- Proof of ownership of the property must be included with application.
- Use an additional sheet to attach any comments on case background or information that are pertinent to this application.

**Brian Williams**  
Mayor

**Mike Chauncey**  
Vice-Mayor

**Jacky Cagle**  
Councilmember

**Esther Helton**  
Councilmember

**Andrea Witt**  
Councilmember

**Chris Dorsey**  
City Manager

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

<b>CASE NUMBER:</b> 2021-0120	<b>APPLICANT:</b> Lodge of Chattanooga, LLC	<b>PROPERTY OWNER:</b> John R. Anderson on behalf of Lodge of Chattanooga, LLC
<b>PROPERTY ADDRESS:</b> 1410 N. Mack Smith Road East Ridge, Tennessee	<b>TAX MAP PARCEL ID:</b> 169L-L-002	<b>JURISDICTION:</b> East Ridge
<b>SIZE OF PROPERTY:</b> 4.58 Acres	<b>REQUEST:</b> Rezone from C-1 Commercial District to R-3 Residential Apartment District	
<b>REASON FOR REQUEST/PROPOSED USE:</b> Rezoning to build apartments		

**PROPERTY DESCRIPTION**

<b>EXISTING LAND USE</b> Extended Stay Hotel	<b>SURROUNDING LAND USES</b> <u>North:</u> Vacant & I-75 <u>East:</u> I-75 Interstate <u>South:</u> Commercial <u>West:</u> Retirement Center & Multi-Family Residential		<b>ACCESS</b> Mark Smith Rd
<b>TRANSPORTATION</b> Interstate 75 Access	<b>PROPOSED RESIDENTIAL DENSITY</b> Not listed on application	<b>ADJACENT RESIDENTIAL DENSITY</b> 5 du/ac	<b>NATURAL RESOURCES</b> Property is entirely located in the 100 year floodplain.

**ZONING**

<b>ZONING HISTORY</b>	<ul style="list-style-type: none"> <li>• There is no recent zoning history for this property.</li> <li>• Property located at 1400 Mack Smith Rd was rezoned from R-1 to C-1 and O-2 in 1997 (Case 1997-0045).</li> <li>• Property located in the 6600 block of Ringgold Rd and 1500 block of Fincher Ave was rezoned from R-1, R-3, C-1, and C-2 to R-3 in 2010 subject to the following conditions (Case 2010-0085):             <ol style="list-style-type: none"> <li>1. New lighting installed as part of the redevelopment of this site shall be directed down and away from adjacent single-family residential uses;</li> <li>2. Type C landscape buffer/screening installed around the perimeter of the site where the property abuts an R-1 Residential Zone in accordance with the East Ridge Landscape Regulations;</li> <li>3. Natural vegetation can be retained and used as the buffer/screening if it meets the intent of the East Ridge Landscape Provisions;</li> <li>4. A subdivision plat submitted and recorded abandoning property lines so as to combine the site into one overall development entity; and</li> <li>5. Redevelopment of this site shall address and comply with the floodplain regulations of the City of East Ridge.</li> </ol> </li> </ul>
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<b>ZONE DISTRICT COMPATIBILITY</b>	<b>USE</b>	<b>CURRENT C-1 ZONE</b>	<b>PROPOSED R-3 ZONE</b>
	Single-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Multi-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Commercial	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Office	<input type="checkbox"/>	<input type="checkbox"/>
	Institutional	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Lodging	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DEVELOPMENT STANDARDS	CURRENT C-1 ZONE	PROPOSED R-3 ZONE
Lot Size	N/A	10,000 sq. ft. plus 2,000 sq. ft. for each additional unit
Setbacks	25' from any public street or right of way. Side: 10 (Only if abutting residential district) Rear: 25 (Only if abutting residential district)	Front: 25' Side: 10' Rear: 25'
Building Height	No building shall exceed in height the shortest distance from building to nearest boundary of a Residential District.	2.5 stories or 35' provided that the building height may increase 1' for each additional 1' of setback from all property lines.

**DISCUSSION OF STAFF RECOMMENDATION**

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments	<p><b>COMPATIBILITY WITH ADJACENT LAND USES</b></p> <p>This property is bordered by I-75 and general commercial uses. There are residential uses to the west along N Smith Rd and to the south along McDonald Rd. The use of an apartment is similar in use the existing extended stay hotel.</p>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments	<p><b>COMPATABILITY WITH DEVELOPMENT FORM</b></p> <p>The development form of the area is generally commercial in nature with large buildings and surface parking lots. An apartment complex is similar in height and scale to the commercial buildings.</p>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments	<p><b>CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT</b></p> <p>This property directly abuts a major US interstate which could pose some serious noise disturbance issues for future residents.</p>



Chattanooga-Hamilton County Regional Planning Agency  
**Zoning Change Application Form**

<b>CASE NUMBER:</b> 2021-0120		<b>Date Submitted:</b> 5/28/2021	
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist if needed</i>			
<b>1 Applicant Request</b>			
<b>Rezone From:</b> C-1		<b>Rezone To:</b> R-3	<b>Total acres in request area:</b> 336X162 (IRR)
<b>Property Information</b>			
<b>Property Address:</b> 1410 N. Mack Smith Road East Ridge, Tennessee		<b>Property Tax Map Number(s):</b> 169L-L-002	
<b>3 Proposed Development</b>			
<b>Reason for request/Project description:</b>		Rezone to Apartments	
<b>4 Site Characteristics</b>			
<b>Current Use:</b>		Extended Stay Hotel	
<b>Adjacent Uses:</b>		Retirement Center, Restaurant, Antique Mall	
<b>5 Applicant Information</b>			
<b>Name:</b> Lodge of Chattanooga, LLC			
<b>Address (street, city, state, zip):</b> 1410 N. Mack Smith Road, East Ridge, Tennessee			
<b>Phone:</b> (423) 756-8400		<b>Email:</b> janderson@gkhpc.com	
<b>Primary Contact (if different than applicant information):</b> John R. Anderson			
<b>Address (street, city, state, zip):</b> 633 Chestnut Street, Suite 900, Chattanooga, TN 37450-0900			
<b>Phone:</b> (423) 756-8400		<b>Email:</b> janderson@gkhpc.com	
<input type="checkbox"/> If the Applicants Information is the same as the Property Owners, please check the box to the left.			
<b>6 Property Owner Information</b> Only fill out this section if applicant is not the property owner. RPA requires a letter of authorization from the property owner confirming that the applicant has permission to file this application on their behalf. Owner Authorization Letters are available through the RPA.			
<b>Name:</b> John R. Anderson on behalf of Lodge of Chattanooga, LLC			
<b>Address (street, city, state, zip):</b> 633 Chestnut Street, Suite 900, Chattanooga, TN 37450-0900			
<b>Phone:</b> (423) 756-8400		<b>Email:</b> janderson@gkhpc.com	
<b>7 Applicant Signature and Consent</b>			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
<b>Signature:</b> 		<b>Date:</b> May 26, 2021	
<b>Office Use Only:</b>			
<b>Checklist</b>			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$155	Cash	Credit	<input checked="" type="checkbox"/> Check # 0592
Notice signs		Number of notice signs: 1	
Municipality: East Ridge	Planning District: 6	Neighborhood:	
County Commission District: 8	City Council District: N/A	Application processed by: T. McElwain	
PC meeting date:	PC Action/Date:	Legislative Action/Date/Ordinance:	
Staff Recommendation :			



**APPLICATION TO REZONE PROPERTY  
PROPERTY OWNER AUTHORIZATION**

Chattanooga-Hamilton County Regional Planning Agency (Filled In by RPA) Case #: 2021-0119

**PROPERTY OWNER INFORMATION**

Name: Lodge of Chattanooga, LLC  
Mailing Address: 1410 N. Mack Smith Road, East Ridge, Tennessee  
Subject Property Address: 1410 N. Mack Smith Road, East Ridge, Tennessee  
Phone: (423) 756-8400 Email: janderson@gkhpc.com

**AUTHORIZATION**

I/We hereby authorize the applicant named below to act as the applicant in the pursuit of a rezoning, special permit, or mandatory referral on the property identified as the subject property above.

Name of Applicant/Agent: John R. Anderson on behalf of Lodge of Chattanooga, LLC  
Applicant's Address: 633 Chestnut Street, Suite 900, Chattanooga, TN 37450-0900  
Applicant's Phone Number: (423) 756-8400 Email: janderson@gkhpc.com

**ACKNOWLEDGEMENT (Please Initial the following applicable box)**

**For Properties Located in the City of Chattanooga**

- I/We as the property owner acknowledge and understand that if my petition for rezoning, special permit, or mandatory referral is denied by the City of Chattanooga City Council that for a period of nine (9) months following the denial there shall not be accepted any new petition involving the same property or any part thereof.

**For Properties Located in Unincorporated Hamilton County**

- I/We as the property owner acknowledge and understand that if my petition for rezoning, special permit, or mandatory referral is denied by the Hamilton County Commission that for a period of twelve (12) months following the denial there shall not be accepted any new petition involving the same property or any part thereof.

Signature of Property Owner(s): 

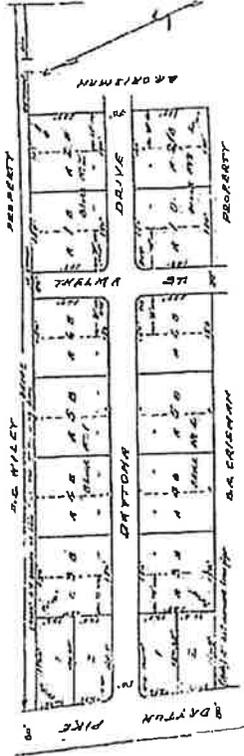
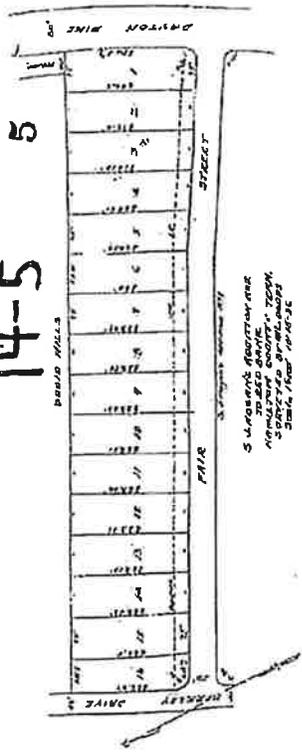
Print Name of Owner(s): Lodge of Chattanooga, LLC

Date: 5/25/21

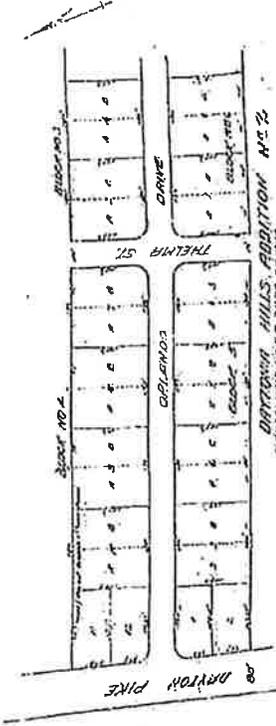
**EXHIBIT "B"**  
**PERMITTED EXCEPTIONS**

1. Taxes for the year 2016 that are a lien, not yet due and payable.
2. Rights of others in and to the use of the non-exclusive 40 foot right of way as set out in Deed to Urbane Constructors, Inc. recorded in Book 2070, Page 808, in the Register's Office of Hamilton County, Tennessee.
3. Boundary line agreement between James H. Pickett and Hubert Pickett and Charles A. Robinson dated April 21, 1967 and recorded in Book 1721, Page 392, in the Register's Office of Hamilton County, Tennessee.
4. Boundary line agreement between James H. Pickett and Hubert L. Pickett and Charles A. Robison dated November 8, 1968 and recorded in Book 1795, Page 27, in the Register's Office of Hamilton County, Tennessee.
5. Sanitary sewer easement referenced in deed from Charles O. Hon, Jr. and Nelle M. Hon, Trustees and THE Title Guaranty and Trust Company of Chattanooga, Trustee, to Wilmart Associates, Inc. dated May 14, 1968 and recorded in Book 1779, Page 566, in the Register's Office of Hamilton County, Tennessee.
6. Sanitary Sewer Service Lateral Easement granted to Hamilton County Water & Wastewater Treatment Authority dated December 19, 2012 and recorded in Book 9838, Page 995, in the Register's Office of Hamilton County, Tennessee.
7. Right of way and control of access conveyed to the State of Tennessee by instrument recorded in Book 1374, Page 119, in the Register's Office of Hamilton County, Tennessee.
8. Right of way and control of access conveyed to the State of Tennessee by instrument recorded in Book 1367, Page 553, in the Register's Office of Hamilton County, Tennessee.
9. Right of way and control of access conveyed to the State of Tennessee by instrument recorded in Book 1374, Page 117, in the Register's Office of Hamilton County, Tennessee

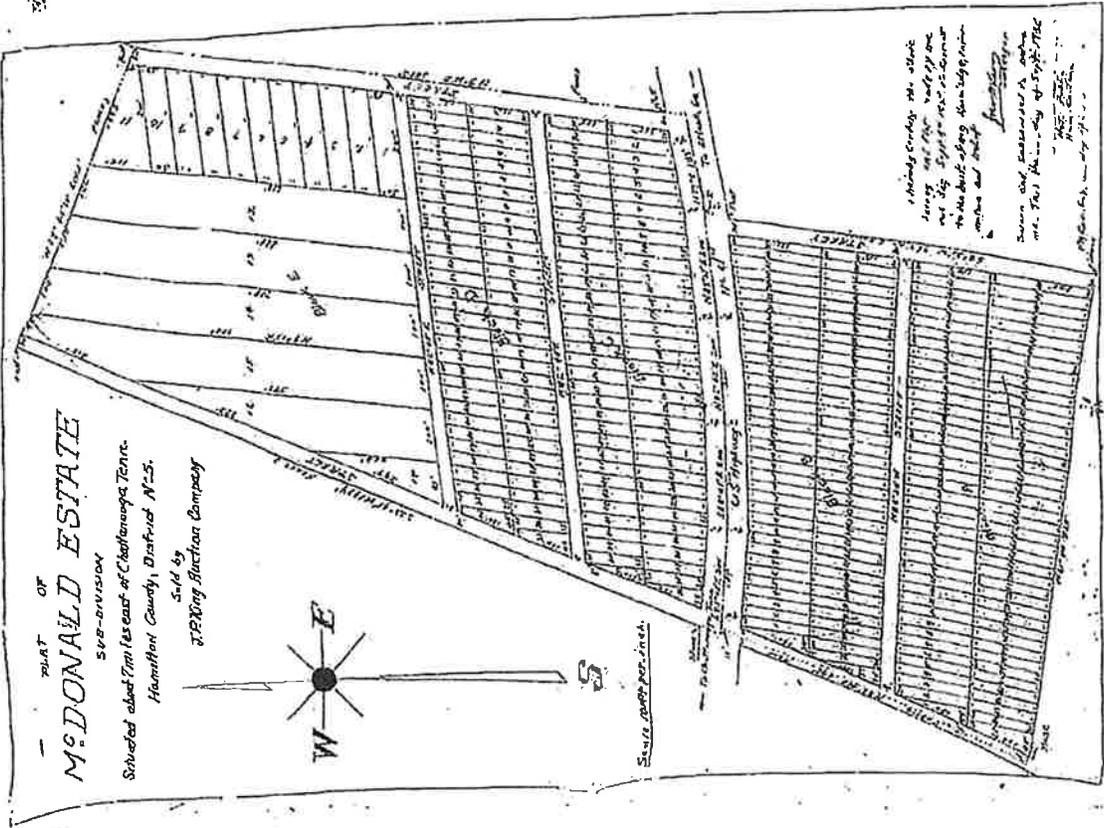
14-5 5



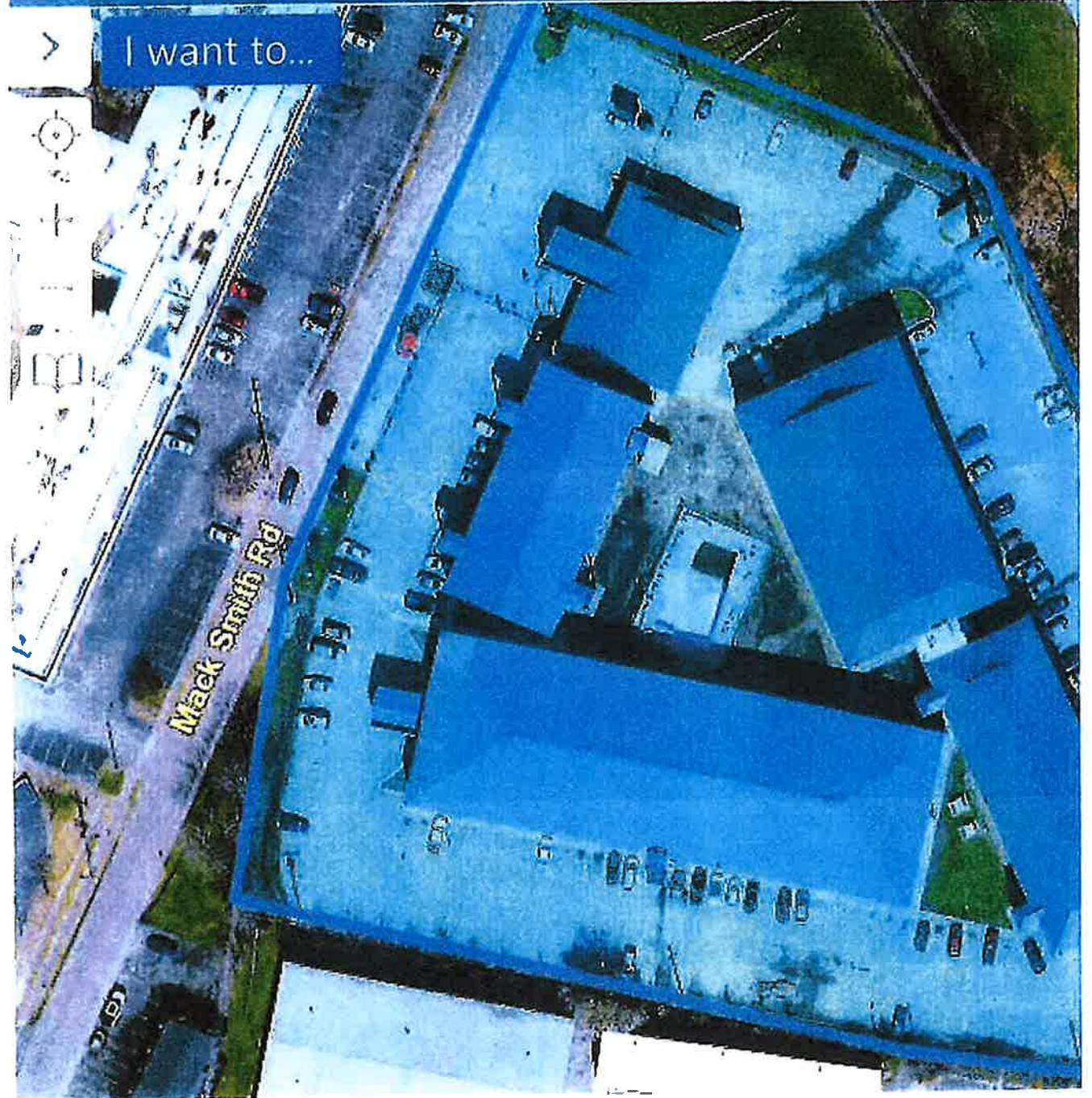
5 LOTS ADDITION  
OF 3000 SQ. FT.  
SUBJECT TO EASEMENTS  
SHOWN THEREON



BARTON HILLS ADDITION NO. 2  
SUBJECT TO EASEMENTS  
SHOWN THEREON



# Hamilton County Mapping - GISMO 5



2020 Ima...



0 50 100ft

1:500

16-048

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
THE LODGE OF CHATTANOOGA LLC 400 Galleria Pkwy, Suite 1140 Atlanta, GA 30339	169 L L002	<sup>Owner</sup> The Lodge of Chattanooga LLC 400 Galleria Pkwy, Suite 1140 Atlanta, GA 30339
This instrument prepared by and return to: Calaccio Law Firm LC P.O. Box 422584, Atlanta, GA 30342 <i>Returns to Jones Rawlsby</i>		

2001-1/2

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and No100 DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, SUPERIOR CREEK LODGE II, LLC, a Georgia limited liability company (the "Grantor") has bargained and sold, and by these presents transfer and convey to THE LODGE OF CHATTANOOGA LLC, a Georgia limited liability company (the "Grantee"), Grantee's successors and assigns, certain land in Hamilton County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters set forth on Exhibit B hereto (the "Permitted Exceptions").

3742

This is improved property, known as 1410 Mack Smith Road, Chattanooga, Hamilton County, Tennessee.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

STATE OF GEORGIA  
 COUNTY OF DEKALB

The actual consideration or value, whichever is greater, for this transfer is \$ 1,400,000.00

*[Signature]*  
 Affiant

Subscribed and sworn to before me this 29 day of January, 2016

*[Signature]*  
 Notary Public



Book/Page: **GI 10667 / 159**

Instrument: 2016020500175

4 Page WARRANTY DEED Value of \$1,400,000

Recorded by TLF on 2/5/2016 at 4:11 PM

DEED RECORDING FEE	20.00
DATA PROCESSING FEE	2.00
CONVEYANCE TAX	6,180.00
PROBATE FEE	1.00
<b>TOTAL FEES</b>	<b>\$6,203.00</b>

State of Tennessee 16th/10th County  
 Registered at Ucceta **PAM HURST**

Book and Page: GI 10667 160

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor further covenants and binds himself to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 28<sup>th</sup> day of January, 2016.

SUPERIOR CREEK LODGE II, LLC, a Georgia limited liability company

By: [Signature]

Name: Jean Gysin

Title: Manager

STATE OF Georgia )  
COUNTY OF DeKalb )

I, the undersigned, a notary public in and for said county in said state, hereby certify that JEAN GYSIN, the MANAGER of Superior Creek Lodge II, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29<sup>th</sup> day of January, 2016.

[Signature]  
Notary Public

My commission expires: 10/7/18

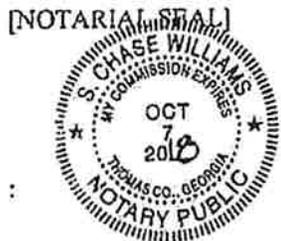


EXHIBIT A

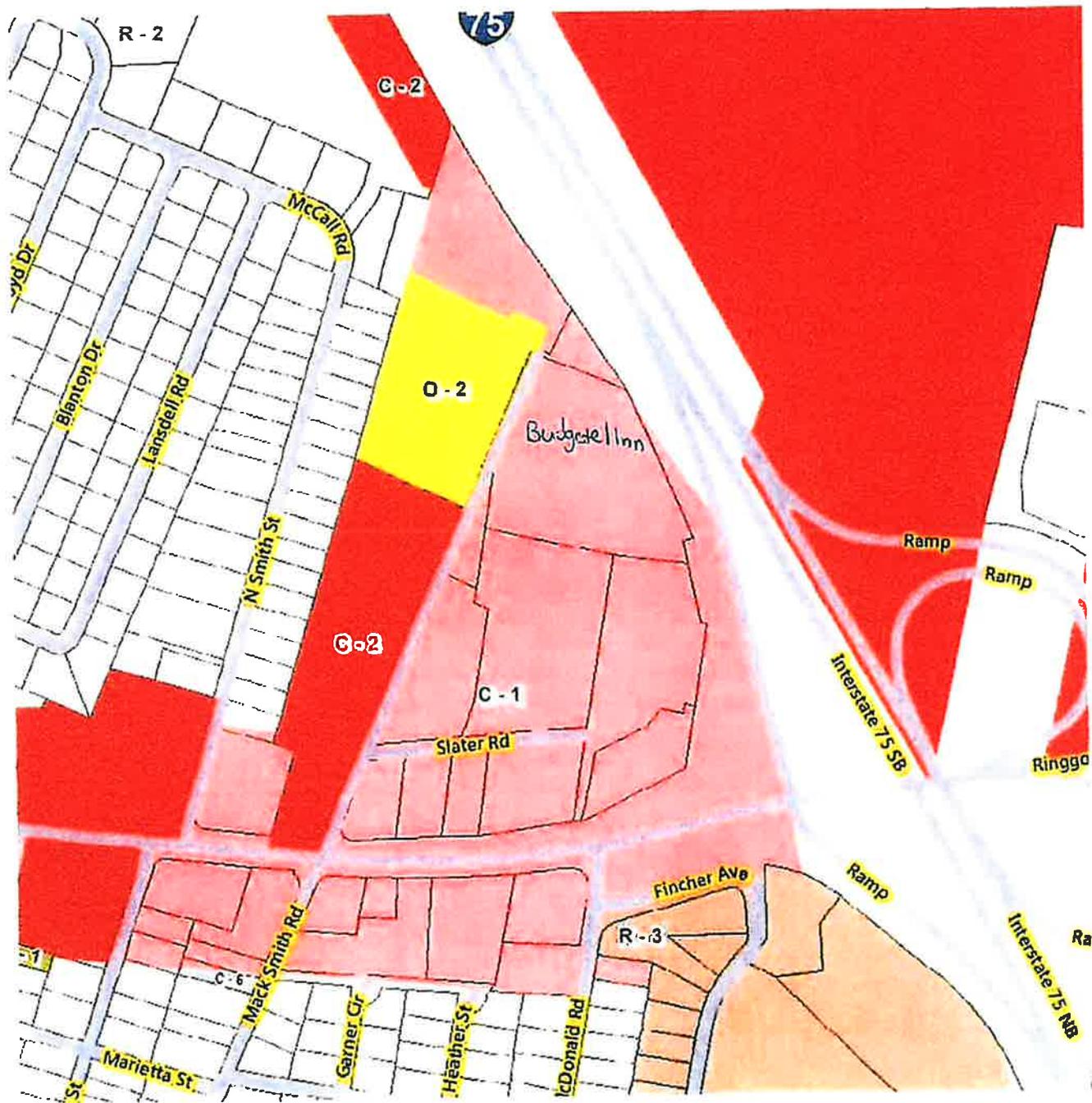
Legal Description

Located in the Second Civil District of Hamilton County, Tennessee:

A certain piece of land in the Second Civil District of Hamilton County, Tennessee, being a part of Block "E", McDonald Estates Subdivision, as shown by plat of record in Plat Book 14, Page 5, in the Register's Office of Hamilton County, Tennessee, and being described as follows: BEGINNING at an iron pin at the Northwestern corner of the tract conveyed to Urbane Constructors, Inc., by deed recorded in Book 2070, Page 808, in the said Register's Office; thence North 76 degrees 14 minutes 51 seconds West 336.21 feet to an iron pin in the Eastern line of the James H. Pickett and Hubart L. Pickett Tract, as established by the line Agreements recorded in Book 1721, Page 392, and in Book 1795, Page 27, in the said Register's Office; thence North 10 degrees 50 minutes East, along said agreed line, 182.59 feet to an iron pin in the Eastern line of Mack Smith Road; thence North 25 degrees 14 minutes East, along the Eastern line of Mack Smith Road 327.76 feet to the Northwestern corner of said Block "E"; thence along the Northern line of said Block "E", South 85 degrees 17 minutes East, 184.20 feet to an iron pin; thence continuing South 64 degrees 27 minutes East 79.20 feet to the Northwestern or most Western corner of the tract conveyed to the State of Tennessee, by deed recorded in Book 1374, Page 117, in the said Register's Office; thence South 22 degrees 09 minutes East, along the Southwestern line of said State of Tennessee Tract 421.00 feet to an iron pin; thence continuing along said line, South 12 degrees 12 minutes East 23.88 feet to an iron pin; thence North 83 degrees 12 minutes West, along the Northern line of the tract conveyed to the State of Tennessee, by deed recorded in Book 1374, Page 119, in the said Register's Office, 32.45 feet to a concrete monument; thence Southwardly, along the Western line of said State of Tennessee Tract 63.83 feet to the Northeastern corner of said Urbane Constructors, Inc., Tract; thence North 70 degrees 21 minutes West, along the Northern line of said Urbane Constructors, Inc., Tract 211.22 feet to the point of beginning.

Together with the right to use a non-exclusive 40 foot right of way as set out in deed to Urbane Constructors, Inc., in Book 2070, Page 808, in the Register's Office of Hamilton County, Tennessee.

The source of grantor's interest is found in Deed recorded in Book 7895, Page 882, in the Register's Office of Hamilton County, Tennessee,





**ORDINANCE NO. 1153**

**BRIAN WILLIAMS**  
*Mayor*

**JACKY CAGLE**  
*Councilmember*

**ANDREA WITT**  
*Councilmember*



**MIKE CHAUNCEY**  
*Vice Mayor*

**ESTHER HELTON**  
*Councilmember*

**CHRIS DORSEY**  
*City Manager*

## **City of East Ridge**

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

### **MEMORANDUM**

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**TO:** City Council

**FROM:** Mark Litchford, City Attorney

**DATE:** November 11, 2021

**RE:** Surplus Property (100 Block of I-75)

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The City of East Ridge owns certain property identified as a part of State Tax Map No. 169D-A-001 (the "Property") near the 100 Block of I-75. A proposal has been presented in which the Hamilton County Water and Wastewater Treatment Authority ("WWTA"), a Tennessee public nonprofit corporation, desires to purchase approximately 13.59 acres, more or less for Two Hundred Fifty Thousand Dollars (\$250,000.00). The City must first surplus the property and then can enter into a sale and purchase agreement with WWTA.

Planning Commission held a public hearing on this matter and approved a recommendation in support to the City Council. Attached is a copy of the survey of the land to be surplusd and the Sale Agreement with WWTA.

**ORDINANCE NO. 1153**

**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 SURPLUS AN APPROXIMATE 13.59 ACRE TRACT OF LAND LOCATED AT 100 BLOCK OF INTERSTATE 75 ON A PORTION OF TAX MAP NO. 169D-A-001 AND AUTHORIZING THE MAYOR TO ENTER INTO AN OFFER TO PURCHASE REAL PROPERTY IN SUBSTANTIALLY THE FORM ATTACHED WITH WWTA AND TO EXECUTE A DEED AND OTHER NECESSARY CLOSING DOCUMENTS FOR THE CONVEYANCE OF THE PROPERTY, IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)**

**WHEREAS**, the City of East Ridge owns certain property identified as a part of State Tax Map No. 169D-A-001 (the "Property"), as depicted in the survey attached hereto as Exhibit A; and

**WHEREAS**, a proposal has been presented in which the Hamilton County Water and Wastewater Treatment Authority ("WWTA"), a Tennessee public nonprofit corporation, desires to purchase approximately 13.59 acres, more or less for Two Hundred Fifty Thousand Dollars (\$250,000.00); and

**WHEREAS**, a Real Estate Purchase and Sale Agreement has been presented and exchanged between WWTA and East Ridge representatives, in accordance with the attached agreement as Exhibit B ; and

**WHEREAS**, an application for rezoning to surplus certain real property, case No. 2021-0214, was submitted to the Hamilton County Regional Planning Agency in accordance with T.C.A. § 13-4-104 for mandatory referral to surplus said property owned by the City; and

**WHEREAS**, the East Ridge Planning Commission held a public hearing on this matter on November 1, 2021, where it reviewed the City's application and heard and considered all statements concerning the petition at a public hearing; and

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

**WHEREAS**, the City, as the applicant, has properly advertised in a paper of general circulation in the City of East Ridge that it will make application to the City Council of the City of East Ridge to surplus the Property; and

**WHEREAS**, notices of the public hearing before the City Council of the City of East Ridge have been served upon all property owners in the City in accordance with applicable law; and

**WHEREAS**, the East Ridge City Council held a public hearing on December 8, 2021 at which time all interested parties were given an opportunity to be heard; and

**WHEREAS**, based upon the record as a whole, the Council finds that it is in the best interest of the City to approve this Ordinance to surplus the Property and to accept the WWTA's offer to purchase the Property for the continued economic growth of the City.

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

Section 1. The City hereby declares surplus of an approximate 13.59 acre at the 100 block of Interstate 75, a portion of State Tax Map No. 169AD-A-001, in accordance with the survey attached hereto as Exhibit A.

Section 2. The Mayor is hereby authorized to enter into the Real Estate Purchase and Sale Agreement attached as Exhibit B, or an Agreement substantially in the form of said Agreement, with WWTA and to execute a deed and any other necessary closing documents for the conveyance of the Property, in the amount of \$250,000.00.

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

Passed on First Reading \_\_\_\_\_, 2021

Passed on Second Reading \_\_\_\_\_, 2021

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

ATTEST:

\_\_\_\_\_  
Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

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



## Mandatory Referral-Public Property Application Form

<b>CASE NUMBER: 2021-0214</b>		<b>Date Submitted: 09/14/2021</b>	
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist, if needed</i>			
<b>1 Applicant Request (Mandatory Referral per TCA 13-4-104)</b>			
<b>Public Property</b>	<input checked="" type="checkbox"/>	<b>Acquisition</b>	<input type="checkbox"/>
		<b>Lease Agreement</b>	<input type="checkbox"/>
		<b>Surplus</b>	<input type="checkbox"/>
<b>Other:</b>			
<b>2 Property Information</b>			
Property Address: 100 blk of Interstate 75		Tax Map Parcel Number(s): 169D-A-001 (part)	
<b>3 Proposed Development</b>			
Reason for Request and/or Proposed Use:	WWTA to acquire property for wastewater and/or stormwater holding tanks		
<b>4 Site Characteristics</b>			
Current Zoning:	R-2		
Current Use:	Vacant Property		
Adjacent Uses:	Municipal outdoor park to East and South, Interstate 75 to North and West		
<b>5 Applicant Information</b>			
Name: City of East Ridge, Tennessee Attn: Chris Dorsey City Manager			
Address (street, city state, zip): 1517 Tombras Ave, East Ridge, TN 37412			
Phone: 423-867-7711		Email: <a href="mailto:cdorsey@eastridgetn.gov">cdorsey@eastridgetn.gov</a>	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
<input checked="" type="checkbox"/>	← If the Applicants Information is the same as the Property Owners, please check the box to the left.		
<b>6 Property Owner Information</b> <i>Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a letter of authorization from the property owner confirming that the applicant has permission to file this application on their behalf. Owner Authorization Letters are available through the RPA.</i>			
Name:			
Address (street, city state, zip):			
Phone:		Email:	
<b>7 Applicant Signature and Consent</b>			
<b>By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.</b>			
Signature: See Submitted Application		Date:	
<b>Office Use Only:</b>			
<b>Checklist</b>			
<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: \$0	<input type="checkbox"/>	Cash
<input checked="" type="checkbox"/>	Notice signs	<input checked="" type="checkbox"/>	Credit
		Check	
		Number of notice signs: 1	
Municipality: City of East Ridge		Planning District: 6	Neighborhood: None
County Commission District: 8		City Council District: 0	
PC meeting date: Will be heard in East Ridge		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**

<b>CASE NUMBER:</b> MR2021-0214	<b>APPLICANT:</b> City of East Ridge, Tennessee	<b>PROPERTY OWNER:</b> City of East Ridge, Tennessee
<b>PROPERTY ADDRESS:</b> Hwy I-75	<b>TAX MAP PARCEL ID:</b> portion of 169D-A-001	<b>JURISDICTION:</b> City of Chattanooga
<b>SIZE OF PROPERTY:</b> 60.5 acres	<b>REQUEST:</b> Mandatory Referral to surplus property for WWTA to acquire property for wastewater and/or stormwater holding tanks.	

**PROPERTY DESCRIPTION**

<b>EXISTING LAND USE</b> Vacant	<b>SURROUNDING LAND USES</b> <u>North:</u> Interstate <u>East:</u> South Chickamauga Creek <u>South:</u> Vacant/South Chickamauga Creek <u>West:</u> Highway	<b>ACCESS</b> The site has access from a private road that runs under the interstate underpass.
------------------------------------	--	--

**ZONING**

<b>ZONING HISTORY</b>	<ul style="list-style-type: none"> <li>The property is zoned R-2 Residential Zone.</li> </ul>
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**STAFF RECOMMENDATION**

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

Staff finds that the surplus of property does not negatively impact the health, safety and well-being of the public.

## REAL ESTATE PURCHASE AND SALE AGREEMENT

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT** (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between THE CITY OF EAST RIDGE, TENNESSEE, a Tennessee municipality (hereinafter referred to as the "Seller") and HAMILTON COUNTY WATER & WASTEWATER TREATMENT AUTHORITY, a Tennessee public benefit corporation (hereinafter referred to as the "Purchaser").

### W I T N E S S E T H:

**WHEREAS**, Seller is the record owner of certain real property located along Interstate 75 in Hamilton County, Tennessee, with the Tax Map and Parcel No. 169D-A-001 and Purchaser desires to purchase a portion said property as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

**WHEREAS**, Seller, on the terms and conditions set forth below, wishes to sell the Property and Purchaser, on the terms and conditions set forth below, wishes to purchase the Property from Seller.

**NOW, THEREFORE**, in consideration of the premises, and in further consideration of the covenants and benefits flowing between the parties as set forth below, Seller and Purchaser agree as follows:

**1. Agreement to Sell and Purchase.** Seller agrees to sell the Property to Purchaser and Purchaser agrees to purchase the Property from Seller for the purchase price and on the terms and conditions set forth in this Agreement.

**2. Purchase Price.** The total purchase price to be paid by Purchaser to Seller for the Property (the "Purchase Price") shall be Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00 USD) dollars. The total Purchase Price shall be paid by Purchaser to Seller at Closing in immediately available funds.

**3. Closing.** The sale and purchase transaction contemplated by this Agreement shall be closed (the "Closing"), the Purchase Price paid, and the deed, settlement statement and other closing documents executed and delivered on a date mutually agreeable to Seller and Purchaser but no later than \_\_\_\_\_, 2021 (the "Closing Date"). The Closing shall take place at a location mutually agreeable to Seller and Purchaser.

**4. Purchaser's Due Diligence.** Purchaser shall have until 5:00pm (Easter Time) on the date that is ninety (90) days after the Effective Date (the "Due Diligence Period") to perform its due diligence review of the Property's zoning. If Purchaser is unable to satisfy the Property's zoning with respect to operating Buyer's water and wastewater services (to the extent the Property is not already appropriately zoned for such operations), or otherwise determines in its sole discretion that the Property is unsuitable for its desired purpose, Purchaser shall have the right to terminate this Agreement by providing written notice to Seller prior to the expiration of the Due

Diligence Period (the "Due Diligence Contingency"). If Purchaser terminates this Agreement pursuant to the Due Diligence Contingency in accordance with this Paragraph 4, then the parties shall have no further rights or obligations under this Agreement, except those which expressly survive such termination, if any. If Purchaser does not terminate this Agreement pursuant to the Due Diligence Contingency in accordance with this Paragraph 4, then subject to the terms and conditions of this Agreement, Purchaser shall be deemed to have waived its rights to terminate this Agreement pursuant to the Due Diligence Contingency.

**5. Allocations and Prorations.**

(a) Purchaser shall pay all costs of or relating to any Title Commitment, the owner's title insurance policy and any title searches or status of title reports/certificates and updates associated therewith, and shall pay all costs relating to the recordation of the Deed, including all transfer and recording taxes.

(b) All prorations shall each be made as of 11:59 P.M. local time on the date immediately preceding the Closing Date. Rents, security deposits and common area maintenance deposits (that exist), if any, shall be adjusted ratably as of the time of closing. Purchase and Seller are both governmental entities that are not subject to payment of ad valorem taxes.

**6. Documents to be Delivered at Closing; Possession.**

(a) In addition to the other documents required to be executed and delivered by Seller at Closing, Seller shall execute and acknowledge, where necessary, and deliver to Purchaser, sole and exclusive possession of the Property, together with a warranty deed.

**7. Representations and Warranties of Seller.** Seller represents and warrants to Purchaser that each of the following are true and correct as of the Effective Date and shall be true and correct as of the Closing Date as if such representations and warranties were made on the Closing Date, and each of the following shall be deemed independently material and shall survive the Closing:

(a) Seller owns indefeasible marketable fee simple title to the Property and Seller's execution, delivery and/or performance of this Agreement is not prohibited by and will not cause a default under, any other agreement, covenant, document or instrument.

(b) Seller has not received any notice that the continued ownership, operation, use and occupancy of the Property violates any zoning, building, health, flood control, fire or other law, ordinance, order or regulation or any restrictive covenants. Seller has no actual knowledge of violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement, affecting all or any portion of the Property and Seller has received no written notice of any such violation issued by any governmental authority.

(c) There are no parties in possession of all or any portion of the Property, as the case may be, as lessees, tenants at sufferance, licensees or trespassers; or if there are parties in

possession, said parties will vacate the Property at or prior to Closing unless otherwise expressly provided herein.

(d) There are no pending condemnation proceedings or other litigation to which Seller is a party affecting the Property or any part thereof, nor has Seller received any written notice that such action is contemplated.

(e) Seller has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Agreement.

(f) There is not now, any action, suit or proceeding pending, or threatened against or affecting the Property or any portion thereof, or relating to or arising out of the ownership or development of the Property, in any court or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(g) Seller has not granted any license, lease or other right relating to the use or possession of the Property, except as disclosed to Purchaser in writing.

(h) Seller is not in default under any mortgage, deed of trust, note, assignment of rents, loan agreement or other agreement to which Seller is a party and which affects any portion of the Property.

**8. Notices.** All notices, consents, approvals, waivers and elections which any party shall be requested or shall desire to make or give under this Agreement shall be in writing and shall be given only by (i) hand delivery, (ii) certified mail, (iii) next day delivery by nationally recognized package delivery service, or (iv) by email. Notices, including notice of a change of address or phone number, shall be addressed or transmitted to the addresses set forth below, or that a party may otherwise designate in the manner prescribed herein:

AS TO BUYER:

Mike Patrick, Executive Director  
1250 Market Street, Suite 3050  
Chattanooga, Tennessee 37402-4443  
Email: [MPatrick@hamiltontn.gov](mailto:MPatrick@hamiltontn.gov)

WITH A COPY TO:

Harold L. North, Jr.  
Chambliss Bahner & Stophel, PC  
605 Chestnut Street, Suite 1700  
Chattanooga, TN 37450  
Email: [hnorth@chamblisslaw.com](mailto:hnorth@chamblisslaw.com)

WITH A COPY TO:

Mark W. Litchford, Esq.  
5726 Marlin Road  
Franklin Building, Suite 107  
Chattanooga, Tennessee 37411

Notices shall be effective (i) the date such notice is sent if sent by email or personally delivered, (ii) three (3) business days after the date of mailing or (iii) one (1) business day after the date sent by next day delivery. If notice by email is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day. Any written notice, request or demand that is not sent in conformity with the provisions hereof shall nevertheless be effective on the date that such notice, request or demand is actually received by the individual to whose attention at the noticed party such notice, request or demand is required to be sent.

**9. Time.** TIME IS OF THE ESSENCE WITH RESPECT TO ALL MATTERS SET FORTH IN THIS AGREEMENT.

**10. Effective Date.** The Effective Date shall be the date on which this Agreement is executed by the last party executing it, and such date shall be inserted on the first page hereof.

**11. Assignment.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties, provided that Seller may not assign this Agreement or any rights or obligations hereunder without Purchaser's prior written consent and any prohibited assignment shall be absolutely void. Purchaser shall have the right, at any time and on any terms, all in Purchaser's discretion, to freely and absolutely assign, sell, transfer and/or convey any or all of Purchaser's rights, liabilities, obligations, title and/or interest under or relative to this Agreement. Seller shall promptly execute and deliver to Purchaser all such other and further documents, agreements and instruments, and shall do all such other acts or things, as Purchaser may request in Purchaser's discretion, to effectuate any such assignment, sale, transfer and/or conveyance.

**12. Survival.** Only those provisions of this Agreement which expressly so state shall survive Closing under this Agreement.

**13. Miscellaneous.**

(a) In the event of any controversy concerning this Agreement, the same shall be enforceable in a court of equity by a decree of specific performance, and any party against whom such action for specific performance is brought hereby waives the claim or defense in such action that the complainant has an adequate remedy at law. The remedy of specific performance shall, however, be cumulative and not exclusive, and shall be in addition to any other remedy which the parties may have.

(b) No failure of any party to exercise any power given hereunder or to insist upon strict compliance by the other party with its undertakings, duties and obligations hereunder,

and no custom or practice of the parties hereto at variance with the provisions hereof, shall constitute a waiver by the indulging party of its right to demand exact compliance with the provisions contained in this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(c) This Agreement constitutes the entire agreement among the parties hereto with respect to the transactions contemplated and supersedes all prior agreements, understandings, and negotiations, both written and oral, among the parties with respect thereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties.

(d) The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Where the context requires, the use of singular references shall include the plural and vice versa, and the use of pronouns of any gender shall include any other gender. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding." The section titles, table of contents and list of exhibits appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All references to any party shall mean and include the successors and permitted assigns of such party; to "including" and "include" shall be understood to mean "including, without limitation"; or to the time of day shall mean the time of day on the day in question in Hamilton County, Tennessee, unless otherwise expressly provided in this Agreement. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used.

(e) Each party shall bear its own legal expenses in connection with the negotiation and closing of this Agreement.

(f) This Agreement may be executed simultaneously in one or more counterparts, including without limitation by facsimile or electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.

(h) This Agreement is made and entered into in the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of the State of Tennessee. In the event that any party initiates any legal action or proceeding that relates to this Agreement in

any manner whatsoever, including without limitation any legal action or proceeding regarding the interpretation and/or enforcement of this Agreement, it is agreed that the parties shall be subject to the personal jurisdiction of the State of Tennessee, including any state or federal court sitting therein, and that the exclusive venue for such legal action or proceeding shall be in a court of competent jurisdiction located in Hamilton County, Tennessee.

(i) The parties covenant and agree that, on or after the date of this Agreement, each party shall perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts and assurances as necessary to effectuate, evidence and consummate the covenants, agreements and transactions made or contemplated herein, including without limitation executing any such documentation as is requested.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed as of the Effective Date.

**PURCHASER :**

**HAMILTON COUNTY WATER &  
WASTEWATER TREATMENT  
AUTHORITY**

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

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

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

**SELLER :**

**CITY OF EAST RIDGE, TENNESSEE**

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

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

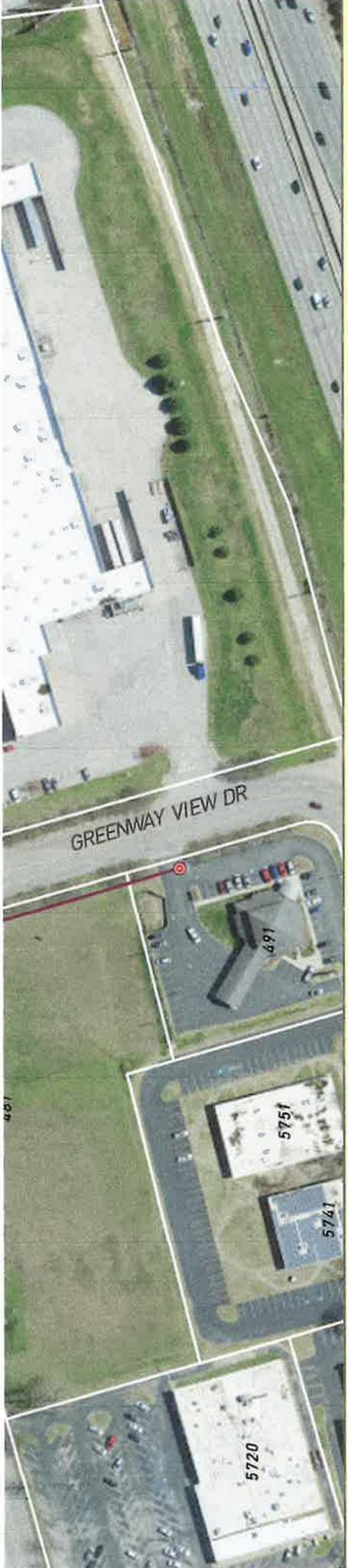
Title: \_\_\_\_\_

## EXHIBIT A

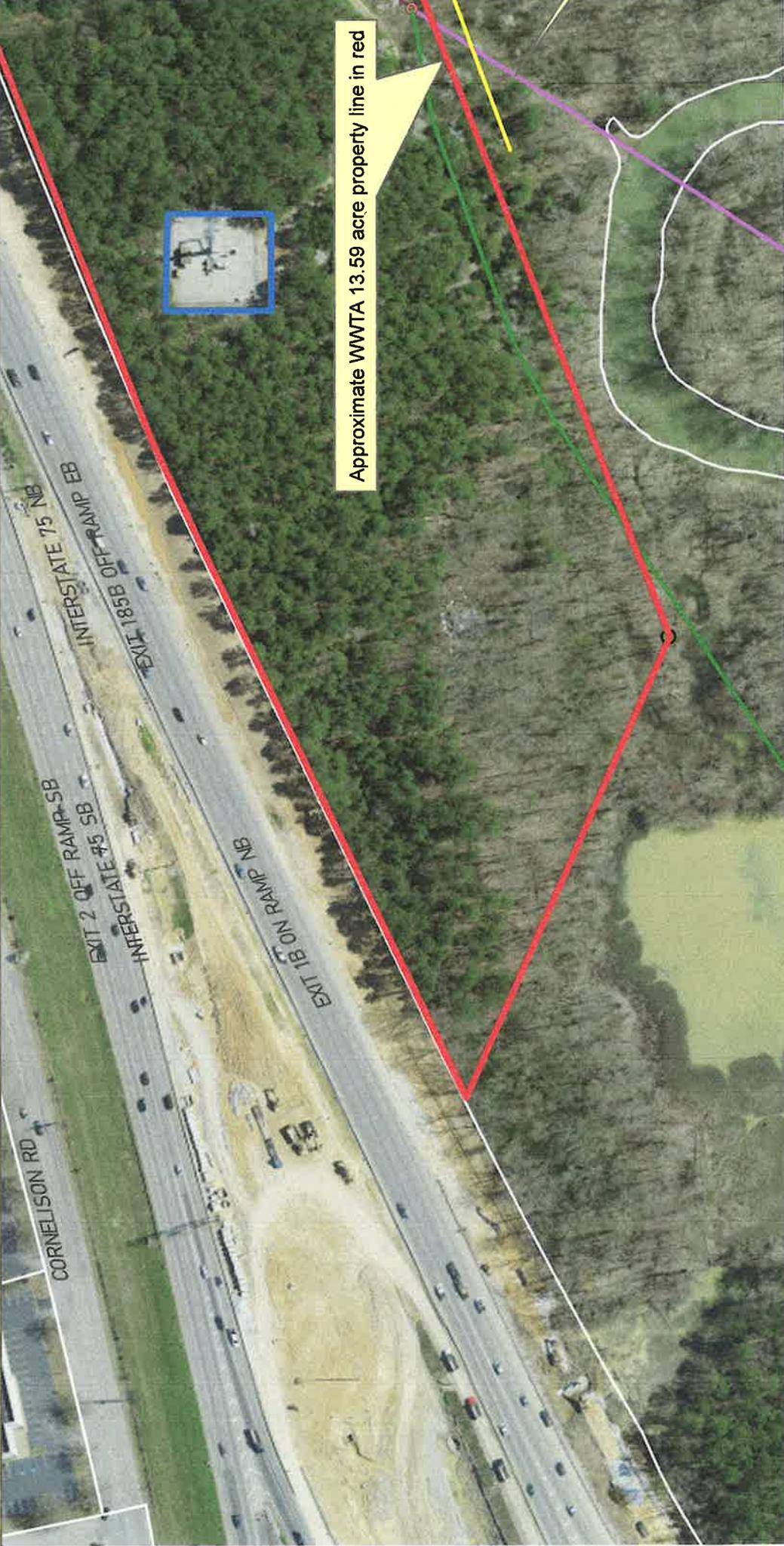
13.59 acres:

A parcel of land situated in Hamilton County, Tennessee being a part of Deed Book 10366, page 170 Register's Office Hamilton County (R.O.H.C.). To find the true point of beginning begin at the remote point of beginning which is the South right of way of U. S. Interstate 75 and the West boundary of Chickamauga Creek; thence with and along the West boundary of said creek 91.3 feet more or less to a point said line is subtended by a chord South 27 degrees 43 minutes 13 seconds East 91.17 feet; thence leaving said boundary and with a series of bearings and distances as follows: South 37 degrees 32 minutes 18 seconds West 720.63 feet to a point, South 70 degrees 36 minutes 54 seconds West 830.77 feet to a point, North 59 degrees 06 minutes 20 seconds West 499.14 feet to a point in the South right of way of U. S. Interstate 75; thence leaving said lines and with and along the South right of way of said Interstate with a series of bearings and distances as follows: North 64 degrees 43 minutes 21 seconds East 371.13 feet to the point of curve and marked by a concrete monument found, with a curve measured to the right an arc distance of 603.07 feet to a point of compound curve marked by a concrete monument found, said curve has a radius of 11,339.16 feet a tangent of 301.60 feet and is subtended by a chord North 66 degrees 13 minutes 06 seconds East 603.00 feet with a curve measured to the right an arc distance of 616.73 feet to the point of tangent, said curve has a radius of 11,339.16 feet a tangent of 308.54 feet and is subtended by a chord North 69 degrees 18 minutes 02 seconds East 616.86 feet, North 70 degrees 12 minutes 14 seconds East 153.29 feet to the point of beginning. Said parcel contains 13.59 acres more or less. Said parcel is encumbered with a small parcel within with a 20 foot non-exclusive ingress/egress easement to the parcel. This description is referenced to Hopkins Surveying Group Drawing Number 2019-259-3 dated October 21, 2019.





WMTA will be responsible for the initial clearing of the new trail shown in yellow. Clearing responsibility not to exceed 10' wide and 875' in length. The location is approximate. WMTA will be cleared during wastewater project construction. Any initial permitting requirements, future clearing, and maintenance for the trail are the responsibility of the City of E



Approximate WMTA 13.59 acre property line in red

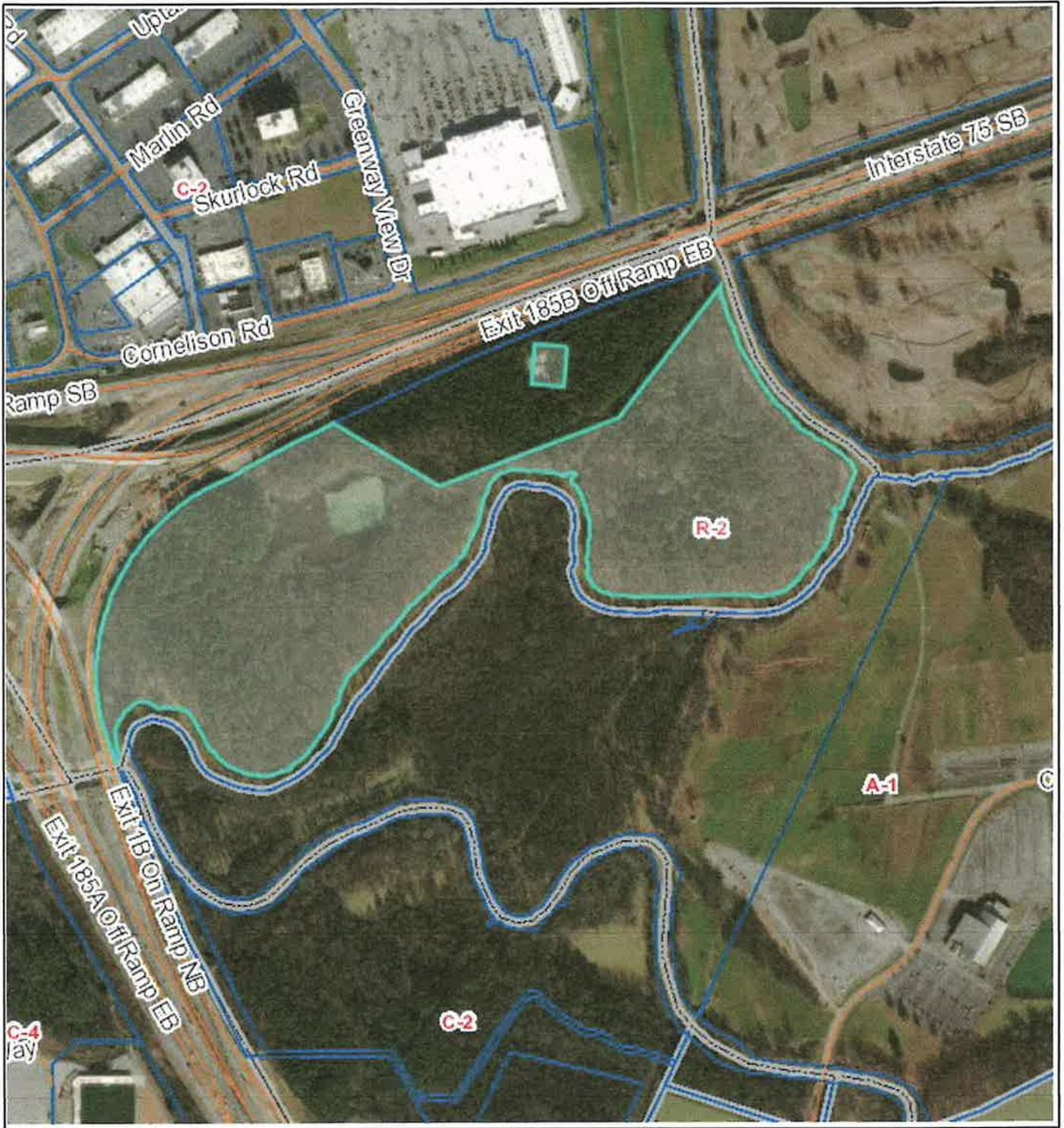
# MR 2021-0214 Acquisition



# MR 2021-0214 Acquisition



# MR 2021-0214 Acquisition



# MR 2021-0214 Acquisition



**ORDINANCE NO. 1154**

**BRIAN WILLIAMS**  
*Mayor*

**JACKY CAGLE**  
*Councilmember*

**ANDREA WITT**  
*Councilmember*



**MIKE CHAUNCEY**  
*Vice Mayor*

**ESTHER HELTON**  
*Councilmember*

**CHRIS DORSEY**  
*City Manager*

## **City of East Ridge**

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

### **MEMORANDUM**

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**TO:** City Council

**FROM:** Mark Litchford, City Attorney

**DATE:** November 11, 2021

**RE:** Abandonment of portion of 5300 Block of Stone Street

---

The City of East Ridge has acquired or has contracted to acquire from Emerson Properties of TN, LLC, property located at 5302 Stone Street, Tax Map No. 169J-A-017 (“Animal Shelter Property”) for the construction of an animal shelter. The City wishes to abandon a portion of the end of the right-of-way of Stone Street to allow the City and Emerson Properties LLC (owner of property located on Tax Map No. 169J-A-021) to utilize the abandoned portion for the construction of a dedicated area to relocate all dumpster and/or trash receptables servicing the respective properties.

The ER Planning Commission held a public hearing on this matter and approved a recommendation in support to the City Council. Exhibit A to the proposed Ordinance depicts the portion of the right-of-way to be abandoned if approved by City Council.

**ORDINANCE NO. 1154**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, CLOSING AND ABANDONING A PORTION OF THE RIGHT-OF-WAY LOCATED AT THE 5300 BLOCK OF STONE STREET, A PORTION OF TAX MAP NOS. 169J-A-017 AND 169J-A-021 AS DETAILED ON THE ATTACHED MAP, SUBJECT TO CERTAIN CONDITIONS**

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

**WHEREAS**, the City has acquired or has contracted to acquire from Emerson Properties of TN, LLC, property located at 5302 Stone Street, Tax Map No. 169J-A-017 (“Animal Shelter Property”) for the construction of an animal shelter; and

**WHEREAS**, Emerson Properties LLC, an affiliate of Emerson Properties of TN, LLC, owns the properties located at 5308 & 5310 Ringgold Road, Tax Map No. 169J-A-021 (collectively the “Retained Properties”) and previously used these respective properties jointly; and

**WHEREAS**, it has been determined that Stone Street bisects these respective properties and the City wishes to abandon a portion of the end of the right-of-way of Stone Street to allow the City and Emerson Properties of TN, LLC to utilize the abandoned portion for the construction of a dedicated area to relocate all dumpster and/or trash receptacles servicing the respective properties; and

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

**WHEREAS**, the City submitted an application for closure/abandonment to the Hamilton County Regional Planning Agency in accordance with T.C.A. § 13-4-104 for mandatory referral; and

**WHEREAS**, the East Ridge Planning Commission held a public hearing on this matter on November 1, 2021, where it reviewed the City’s application and heard and considered all statements concerning the petition at a public hearing; and

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

**WHEREAS**, the City, as the applicant, has properly advertised in a paper of general circulation in the City of East Ridge that it will make application to the City Council of the City of East Ridge to abandon the portion of Stone Street as depicted in Exhibit A; and

**WHEREAS**, notices of the public hearing before the City Council of the City of East Ridge have been served upon all property owners in the City in accordance with applicable law; and

**WHEREAS**, the East Ridge City Council held a public hearing on December 8, 2021 at which time all interested parties were given an opportunity to be heard; and

**WHEREAS**, the City Council, after consideration of recommendations of the RPA staff are of the opinion that it is proper, necessary and in the best interests of the health, safety, morals and general welfare of the City to abandon the portion of the right-of-way of Stone Street as reviewed and approved by the Planning Commission and to transfer the unrestricted title and use one-half (southern portion) to the City of East Ridge and one-half (northern portion) to Emerson Properties LLC, for the placement of a dedicated area to relocate all dumpster and/or trash receptables servicing the respective properties, together with, if needed, reciprocal easement agreements.

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

Section 1. That the right-of-way portion of Stone Street as depicted in Exhibit A hereto is abandoned and the City does henceforth close, abandon, relinquish, and quitclaim any and all title it may have, either legal or equitable, in the underlying right-of-way one-half (southern portion) to the City of East Ridge and one-half (northern portion) to Emerson Properties LLC, for the placement of a dedicated area to relocate all dumpster and/or trash receptables servicing the respective properties, together with, if needed, reciprocal easement agreements.

Section 2. The Mayor is hereby authorized to execute any and all deeds, documents or agreements to transfer the said underlying right-of-way, subject to the review and approval of the City Attorney, and subject to the City and Emerson Properties, LLC entering into, if needed, reciprocal easement agreements for the placement of a dedicated area to relocate all dumpster and/or trash receptables servicing the respective properties

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

Passed on First Reading \_\_\_\_\_, 2021

Passed on Second Reading \_\_\_\_\_, 2021

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

ATTEST:

\_\_\_\_\_  
Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

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



## Closure/Abandonment Application Form

<b>CASE NUMBER: MR 2021-0215</b>			<b>Date Submitted: 09/22/2021</b>		
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist, if needed</i>					
<b>1 Applicant Request (Mandatory Referral per TCA 13-4-104)</b>					
Closure/Abandonment		Alley	x	Street	
	x	Open		Unopened	
				Improved	
					Unimproved
<b>2 Property Information</b>					
Closure area		Length/Width: 40 x 25			
		Beginning: NE Corner 169J-A-017		Ending: nw 39.46 feet to a point	
Block ranges of closure: 5300 blk of Stone St (part)			Tax map parcels: 169J-A-017 & 021		
<b>3 Proposed Development</b>					
Reason for Request and/or Proposed Use:		Applicants jointly seek to abandon a portion of Stone Street at the eastern most portion			
<b>4 Site Characteristics</b>					
Current Zoning:		C-2			
Current Use:		Public Right-of-way			
<b>5 Applicant Information</b>					
Name: City of East Ridge, Tennessee Attn: Chris Dorsey					
Address (street, city state, zip): 1517 Tombras Ave, East Ridge, Tennessee 37412					
Phone: 423-867			Email:		
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.					
<b>6 Property Owner Information</b> <i>Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a letter of authorization from the property owner confirming that the applicant has permission to file this application on their behalf. Owner Authorization Letters are available through the RPA.</i>					
Name: Emerson Properties of TN, LLC					
Address (street, city state, zip): 32 Emerson Dr, Rossville, GA 30741					
Phone:			Email:		
<b>7 Applicant Signature and Consent</b>					
<b>By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.</b>					
Signature: See Submitted Application			Date:		
<b>Office Use Only:</b>					
<b>Checklist</b>					
x	Application	x	Site Plan	x	Ownership Authorization
x	Property Cards	x	Deeds	x	Plats
x	Application Fee: \$0	x	Cash	x	Credit
x	Notice signs	Number of notice signs: 1			
Municipality: City of East Ridge		Planning District:		Neighborhood: None	
County Commission District: 8			City Council District: 0		
PC meeting date: to be heard by 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**

<b>CASE NUMBER:</b> MR2021-0215	<b>APPLICANT:</b> City of East Ridge, Tennessee & Emerson Properties of TN	<b>PROPERTY OWNER:</b> City of East Ridge, Tennessee
<b>PROPERTY ADDRESS:</b> Eastern portion of Stone Street	<b>TAX MAP PARCEL ID:</b> 169J-A-017	<b>JURISDICTION:</b> East Ridge
<b>SIZE OF PROPERTY:</b> 60.5 acres	<b>REQUEST:</b> Requesting the abandonment of a street right-of-way because applicants jointly seek to abandon a portion of Stone Street at the eastern most portion.	

**PROPERTY DESCRIPTION**

<b>ROAD STATUS</b> Open	<b>IMPROVEMENT STATUS</b> Improved	<b>R.O.W. DIMENSIONS</b> 40' X 25'
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**ZONING**

<b>ZONING HISTORY</b>	<ul style="list-style-type: none"> <li>The right-of-way is zoned C-2 General Commercial District.</li> </ul>
<b>REGULATIONS</b>	Tennessee Code Annotated (13-4-104) requires the Planning Commission to review the widening, narrowing, relocation, vacation, change in use, acceptance, acquisition, sale or lease of any street or public way, ground, place, property or structure within municipalities.

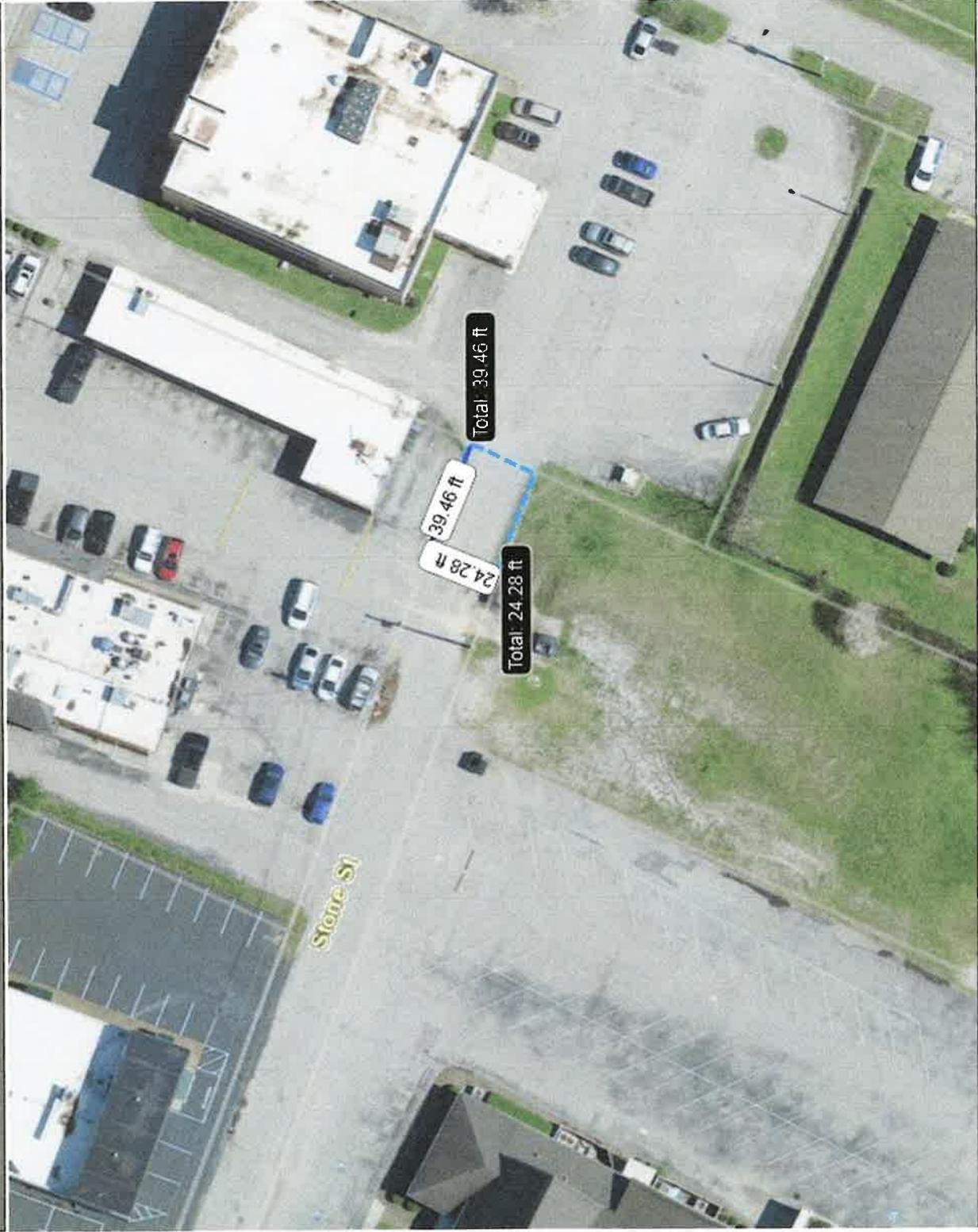
**DISCUSSION OF STAFF RECOMMENDATION**

<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> See Comments	<b>THE R-O-W PROVIDES EXISTING OR POTENTIAL SERVICE OR ACCESS TO ADJACENT PROPERTIES</b> Stone Street dead ends into a private property parking lot. There is an opportunity to provide connectivity between McBrien Road and Rebecca Drive via Stone Street; however, it will require crossing onto private property. The portion of Stone Street will remain open provides access to 4 properties that front the street.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>THE CLOSURE WILL NOT LAND-LOCK ANY PROPERTY</b> Property at 5302 Stone Street will still have frontage along Stone Street and property at 5310 Ringgold Road has frontage along Ringgold Road.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>TOPOGRAPHY, GRADE OR OTHER NATURAL RESOURCES ON SITE</b> There is no topography or floodplains in the right-of-way.

**STAFF RECOMMENDATION**

Staff finds the closure of the right-of-way does not negatively impact the health, safety and well-being of the public.

# GISMO 5



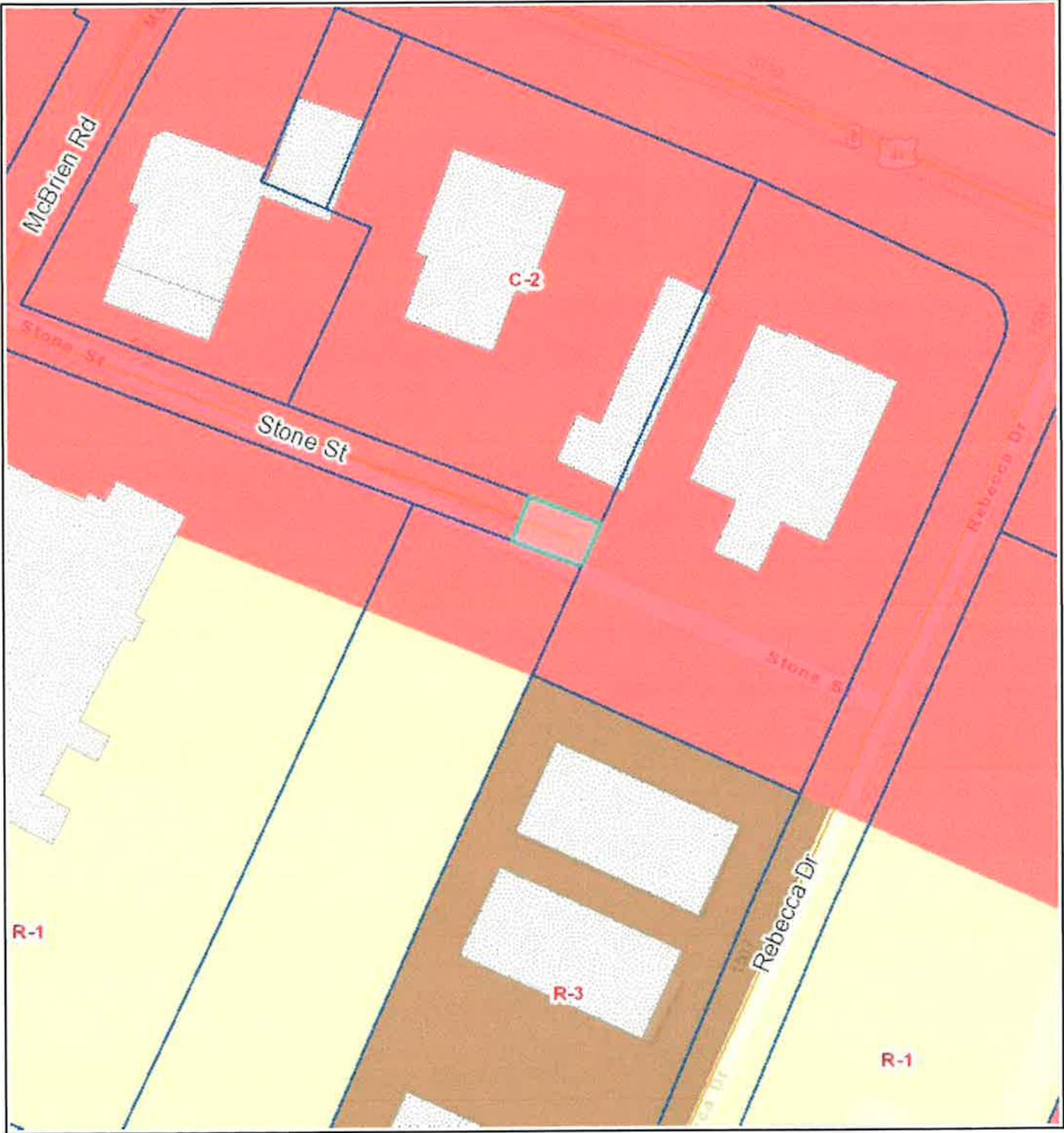
Legend  
□ Parcels

0 50.00 100.00 Feet  
NAD\_1983\_StatePlane\_Tennessee\_FIPS\_4100\_Feet  
© Latitude Geographics Group Ltd.

Disclaimer: This map is to be used for reference only, and no other use or reliance on the same is authorized. This map was automatically generated using HCGIS Mapping System. Parcel lines are shown for reference only and are not intended for conveyances, nor is it intended to substitute for a legal survey or property abstract.



# MR 2021-0215 Abandonment



# MR 2021-0215 Abandonment

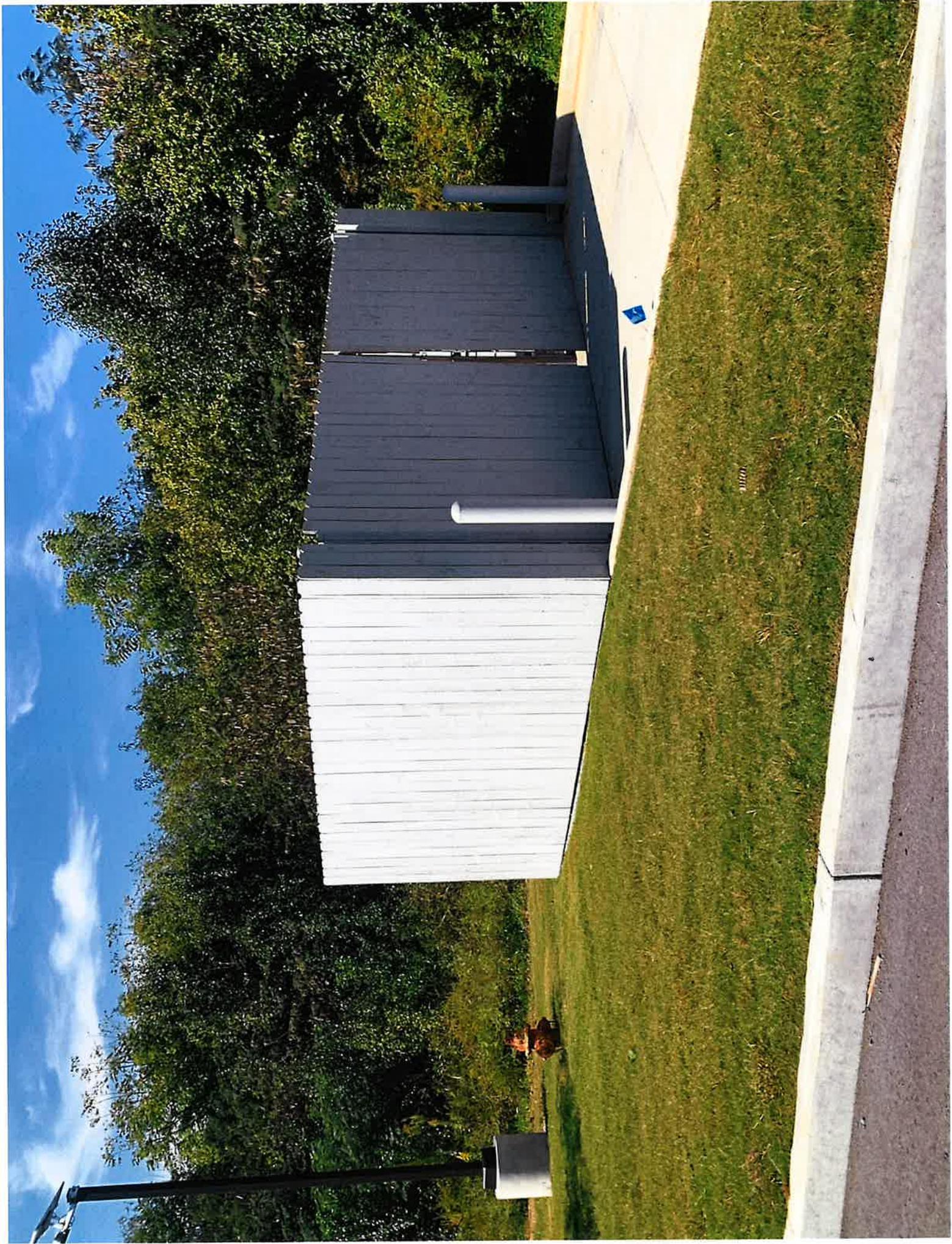


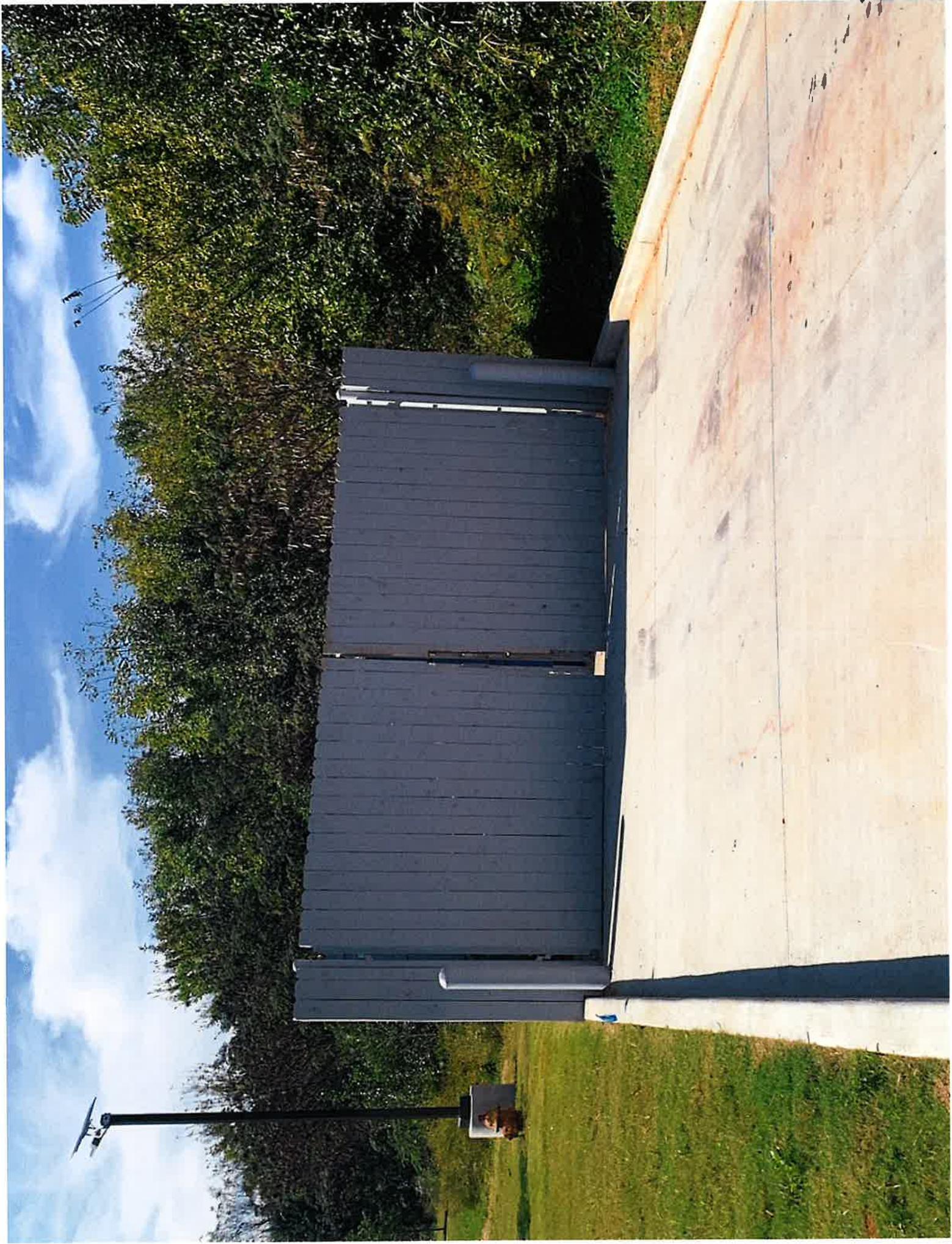
# MR 2021-0215 Abandonment



MR 2021-0215 Abandonment









**RESOLUTION NO. 3211**

**BRIAN WILLIAMS**  
*Mayor*

**JACKY CAGLE**  
*Councilmember*

**ANDREA WITT**  
*Councilmember*



**MIKE CHAUNCEY**  
*Vice Mayor*

**ESTHER HELTON**  
*Councilmember*

**CHRIS DORSEY**  
*City Manager*

## **City of East Ridge**

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

### **MEMORANDUM**

---

**TO:** City Council

**FROM:** Mark Litchford

**DATE:** November 11, 2021

**RE:** Development Agreement – Ringgold Spirit Corp

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Ringgold Spirit (“Developer”), intends to develop a grocery supermarket and fueling station within the Border Region District. The Developer has requested the City Council to approve the IDB’s execution of a Development Agreement Relating to the Border Region Retail Development District pursuant to the Border Region Act, T.C.A. § 7-40-101 *et seq.* The proposed development is located in East Ridge, Tennessee, at the following commonly known address:

- 3940 Ringgold Road, East Ridge, Tennessee 37412
- tax map number: 168E-N-004

Specifically, the Developer has requested a financial incentive package from the Board for the purpose of including enhancements and upgrades to the development that include, but are not limited to, increasing the square footage to approximately 8,400 which amount exceeds the minimum requirement of 5,000; improving entire corner entrance and access, purchasing higher quality inventory, and upgraded infrastructural sewer services. The purpose of the Development Agreement is to establish the rights and obligations between the City and the Developer with respect to allocated state tax revenues as provided in the Border Region Act that are generated on the aforementioned property.

## RESOLUTION NO. 3211

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH RINGGOLD SPIRIT CORPORATION RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO

**WHEREAS**, the City has designated a certain area within the City as a Border Region Retail Tourism Development District (the "District") pursuant to Tenn. Code. Ann. §§ 7-40-401 *et seq.* (the "Border Region Act"), which District has been approved by the Tennessee Commissioner of Revenue; and

**WHEREAS**, the City of East Ridge seeks to increase tourism and the competitiveness of the City, County, and State by improving the City's extraordinary retail and other tourism facilities located in the District and to benefit other private and public peripheral retail and tourism developments for the City; and

**WHEREAS**, development of the District is critical to the growth and sustainability of the tax base of the City; and

**WHEREAS**, Ringgold Spirit Corporation ("Developer") owns certain property at 3940 Ringgold Road, East Ridge, Tennessee tax map number 168E-N-004 (the "Property"), and intends to construct an economic development project within the meaning of the Border Region Act (collectively the "Project") to accompany the Extraordinary Retail Facility as defined by the Border Region Retail Tourism Development District Act, codified as Tenn. Code Ann. §§ 7-40-101 *et seq.* ("Border Region Act"), such economic development projects expected to be a wine and spirit store; and

**WHEREAS**, Developer has requested a financial incentive package from the Board consistent with the Act for the purpose of including enhancements and upgrades to the development that include, but are not limited to, increasing the square footage to approximately 8,400 which amount exceeds the minimum requirement of 5,000; improving entire corner entrance and access; purchasing higher quality inventory; and upgraded infrastructural sewer services; and

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

**WHEREAS**, there has been submitted to the Industrial Development Board for the City of East Ridge (the “Board”) a proposed form of a Development Agreement Relating to Border Region Retail Tourism Development District (the “Agreement”) between the Board and the Developer pursuant to which the Board would agree to distribute certain of the state sales and use taxes allocable to the Board to Developer that are attributable solely from retail businesses operating on the Project Property in accordance with the provisions of the Act (“Financial Incentive Package”) to reimburse certain costs of the Project that are eligible to be paid under the Border Region Act; and

**WHEREAS**, the Board approved the proposed Development Agreement subject to City Council approval and a true and correct copy of the proposed Development Agreement as approved by the Board is attached hereto as Exhibit A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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

Attest:

\_\_\_\_\_  
Christopher J. Dorsey, City Manager

Approved as to Form:

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

**DEVELOPMENT AGREEMENT RELATING TO THE BORDER REGION RETAIL  
TOURISM DEVELOPMENT DISTRICT**

THIS DEVELOPMENT AGREEMENT RELATING TO THE BORDER REGION RETAIL TOURISM DEVELOPMENT DISTRICT (this "Agreement") is made and entered into as of the     th day of                     , **2021**, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF EAST RIDGE**, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, *et seq.*, (the "IDB"), and **RINGGOLD SPIRIT CORPORATION.**, a Tennessee corporation (the "Developer").

**WITNESSETH:**

**WHEREAS**, the Border Region Retail Tourism Development District Act, codified as Tenn. Code Ann. §§ 7-40-101 *et seq.* ("Border Region Act"), was enacted to increase tourism and the competitiveness of the State of Tennessee ("State") with bordering states by empowering local governments to encourage the development of extraordinary retail or tourism facilities, including shopping, recreational and other activities; and

**WHEREAS**, pursuant to the Border Region Act and at the request of the City of East Ridge, Tennessee ("City"), the Commissioner of the Department of Revenue of the State of Tennessee (the "Commissioner") has certified an area within the City as a border region retail tourism development district (the "Border Region District"); and

**WHEREAS**, after such certification, a portion of the state sales and use tax revenues collected in the Border Region District is being distributed to the City as provided in the Border Region Act (the "Allocated State Tax Revenues"); and

**WHEREAS**, a Bass ProShop store (the "Extraordinary Retail Facility") has been developed in the Border Region District as an extraordinary retail or tourism facility within the meaning of the Border Region Act; and

**WHEREAS**, Developer has proposed the development of property located in East Ridge, Tennessee, at the following commonly known address (hereinafter the "Property"):

- 3940 Ringgold Road, East Ridge, Tennessee 37412
- tax map number: 168E-N-004

**WHEREAS**, the Property is believed to be located within the Border Region District and more particularly described or shown on **Exhibit A** attached hereto (hereinafter referred to as the "Project Property") is therefore believed to be eligible for the receipt of Allocated State Tax Revenues generated by the retail business; and

**WHEREAS**, the Developer intends to construct economic development projects within the meaning of the Border Region Act (collectively the "Project") to accompany the Extraordinary Retail Facility, such economic development projects expected to be a wine and spirit store; and

**WHEREAS**, Developer has requested a financial incentive package from the Board consistent with the Act for the purpose of including enhancements and upgrades to the development that include, but are not limited to, increasing the square footage to approximately 8,400 which amount exceeds the minimum requirement of 5,000sf; improving entire corner entrance, and purchasing higher quality inventory; and

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

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

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

**WHEREAS**, provided the City Council approves this Agreement by resolution, the City will make such a delegation to the IDB with respect to the Project; and

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

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

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

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

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

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

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

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

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

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

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

(a) **Organization.** The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Tennessee, is in compliance with the laws of the State of Tennessee, and has the power and authority to own its properties and assets and to carry on its business in the State of Tennessee as now being conducted and/or as hereby contemplated.

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

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

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

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

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

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

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

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

(c) Binding Obligations. This Agreement is a legal, valid and binding obligation of the IDB enforceable against the IDB in accordance with its terms, subject to applicable insolvency laws and equitable principles; provided, however, that this subsection shall not be construed as a representation or warranty that the Commissioner will accept, confirm or approve any cost certification made by the City and/or the IDB to the Commissioner under the Border Region Act. Additionally, it is understood between the parties that in the event the Commissioner determines that the Property or the Project does not qualify for the Border Region Act as contemplated herein, then the IDB and/or the City shall not be liable for any amounts that would be owed if the Property or Project otherwise qualified under the Border Region Act.

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

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

### **ARTICLE III UNDERTAKING DEVELOPMENT AND FINANCIAL INCENTIVES**

**Section 3.01. Undertaking of Development**. The Developer will cause the Project to be constructed and developed on the Project Property as an economic development project within the meaning of the Border Region Act, including without wine and spirit store in substantially the manner shown consistent with the schematic renderings attached hereto as Exhibit B. Additionally, Developer's development shall consist of not less than 8,400sf, improved corner entrance and access, a higher quality of spirit inventory, and upgraded infrastructural sewer services. The Developer will commence construction of the Project without delay and complete the Project in accordance with the time periods set forth in Ordinance 1139.

**Section 3.02. Prohibited Retail Uses**. During the period that the Developer is receiving payments pursuant to this Agreement, the IDB shall first be provided an opportunity to approve any replacement retail operations or business or any successor business in the Project. The Developer will not permit any use in the Project that does not generate Allocated State Tax Revenues or that is not appropriate for a first-class retail facility, including pawn shops, adult book and entertainment facilities, tanning salons, check cashing and payday loan facilities and similar types of establishments. The Developer will not permit any retail business to relocate any existing retail establishments located within fifteen (15) miles of the Border District to the Project unless the rentable retail sales space for the relocated establishment is increased by thirty-five percent (35%) or more of the existing retail establishment.

**Section 3.03. Financial Assistance to Developer.**

a) Subject to the terms and conditions of this Agreement, including without limitation the priority of payments to the Bass Pro Developer, as defined and described in Section 3.04 hereof, and in accordance with the Border Region Act, the IDB has determined that the provision of financial assistance to the Developer will further the purposes of the Border Region Act and the economic development of the City and the IDB hereby agrees to grant the Developer the amounts hereinbelow contingent upon satisfaction of the conditions provided in this Agreement.

b) Subject to the conditions set forth in this Agreement, the IDB agrees to pay or otherwise assign to the Developer annually (the "Annual Incentive Amount") for the period set forth in Section 5.19 of this Agreement an amount equal to a percentage of the Allocated State Tax Revenues attributable solely from the sales or use taxes derived from retail businesses operating on the Project Property "Project State Tax Revenues" pursuant to the Border Region Act as set forth in Section 3.03(b)(i). The percentages of the Project State Tax Revenues owed to Developer that will determine the Annual Incentive Amount are set forth herein as Section 3.03(b)(i); provided, however, it is expressly understood that the Developer is entitled to such amounts to the extent the State of Tennessee, via the Tennessee Department of Revenue (or whatever governing agency regulates and monitors the operations of the Border Region Act) does not otherwise deny the Developer's expenses as eligible reimbursable expenses under the Border Region Act. For purposes of making the calculation of the Annual Incentive Amount, the "base tax revenue" as defined in the Border Region Act shall be allocated to the Project Property based upon the sales and use taxes generated by or derived from the Project Property as established by the base year under the Border Region Act and the City's certification of the Border Region District. At the time of execution of this Agreement, the base tax revenue amount is believed to be zero (\$0.00).

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

<b>Project State Tax Revenues shared between Developer and the City</b>	
Developer Share 50%	City Share 50%

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

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

amounts payable to the Developer as provided in this Agreement. The parties will fully cooperate in submitting such cost certifications. The Annual Incentive Amount shall be paid to the Developer within thirty (30) days after the City receives its annual allocation of Allocated State Tax Revenues from the State of Tennessee under the Border Region Act; provided, however, any Annual Incentive Amount is expressly subject to (1) Developer's satisfaction of all obligations and conditions under this Agreement, (2) the priority of payments to the Bass Pro Developer, as described in Section 3.04 hereinbelow, and (3) the State of Tennessee's approval of Developer's "costs" that are submitted to the State in accordance herewith.

**Section 3.04. Effect of Bass Pro Developer Allocation.** The Developer acknowledges that the City and the IDB have previously agreed to pay to Exit One LLC (the "Bass Pro Developer"), as the developer of the Extraordinary Retail Facility, and affiliates of the Bass Pro Developer an annual amount equal to the Allocated State Tax Revenues derived from the parcel on which the Extraordinary Retail Facility is located and certain other parcels (the "Bass Pro Developer Parcels") plus the Allocated State Tax Revenues derived from the first \$10,000,000 of incremental sales above the base sales (as calculated pursuant to the Border Region Act) in the Border Region District (other than Bass Pro Developer Parcels) prior to the creation of the Border Region District as provided in that certain Development and Allocation Agreement Relating to Border Region Retail Development District dated as of June 20, 2014, between the IDB and the Bass Pro Developer (the "Bass Pro Development Agreement"). If in any future Fiscal Year, the incremental sales in the Border Region District (other than from the Bass Pro Developer Parcels) are not in excess of \$10,000,000 due to business closures or other unexpected reasons, the Developer acknowledges that the City and the IDB will not have sufficient unencumbered Allocated State Tax Revenues derived from such Fiscal Year to pay the Annual Incentive Amount to the Developer because all or a portion of the Allocated State Tax Revenues derived from the Project Property would be required to be used to make the required payment to the Bass Pro Developer. In any year in which the available Allocated State Sales Revenues are not sufficient to pay the Annual Incentive Amount to the Developer and similar annual incentives to other property owners or developers in the Border Region District, the amount paid to the Developer and other recipients of similar annual incentives shall be reduced proportionately based upon the respective Allocated State Tax Revenues received from the respective parcels as to which the incentives relate. If the Allocated State Tax Revenues for any Fiscal Year are insufficient to pay the Annual Incentive Amount for the reasons described in this Section, the shortfall shall be payable from Allocated State Tax Revenues relating to future Fiscal Year in which the incremental sales (other than from the Bass Pro Developer Parcels) as described above are at least \$10,000,000 subject to any other incentive commitments of the City and the IDB, which commitments shall be paid prior to any shortfall being paid.

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Developer shall have an order for relief entered with respect to it or shall commence a voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case or to the conversion of an involuntary case to a voluntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or Developer shall make any assignment for the benefit of creditors, or Developer shall be unable, or shall fail generally, or shall admit in writing its inability, to pay its debts as such debts become due; or Developer shall adopt any resolution or otherwise authorize any action to approve any of the actions referred to herein or in Section 3.01(c); or

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

(f) Developer enters into, without first obtaining written approval by the City and IDB, an agreement relative to the Project Property or the Project with any other entity or individual, directly or indirectly, (including or such other entity's officers, owners, directors, agents affiliates, or associates), that has previously negotiated a Border Region development agreement with the IDB and/or City, if such agreement would impact the City or the IDB's entitlement to Project State Tax Revenues as provided under Section 3.03 of this Agreement, or under the Border Reg'in Act .

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

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

## **ARTICLE V MISCELLANEOUS**

**Section 5.01. IDB Liability. No Personal Liability; No City Liability.** THE LIABILITY OF THE IDB FOR ANY CLAIM BY DEVELOPER IS EXPRESSLY LIMITED TO THE IDB'S INTEREST IN ANY ALLOCATED STATE TAX REVENUES PAYABLE TO THE IDB FROM THE BORDER REGION DISTRICT AND NOT PLEDGED AND, OTHERWISE NOT ENCUMBERED. THE IDB SHALL NOT HAVE ANY PECUNIARY LIABILITY UNDER THIS AGREEMENT FOR ANY ACT OR OMISSION OF THE IDB. NO OTHER PROPERTY OR ASSETS OF THE IDB SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION OF REMEDIES OF THE DEVELOPER HEREUNDER OR RELATING HERETO. UNDER NO CIRCUMSTANCES SHALL THE IDB BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, ALL OF WHICH ARE HEREBY WAIVED BY THE DEVELOPER. NO RECOURSE SHALL BE HAD FOR ANY CLAIM BASED UPON ANY OBLIGATION, COVENANT OR AGREEMENT IN THIS AGREEMENT OR ANY TRANSACTION OR MATTER RELATING HERETO AGAINST ANY PAST, PRESENT OR FUTURE DIRECTOR, OFFICER, EMPLOYEE, COUNSEL OR AGENT OF THE IDB, WHETHER DIRECTLY OR INDIRECTLY, AND ALL SUCH LIABILITY OF ANY SUCH INDIVIDUAL AS SUCH IS EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND IN CONSIDERATION FOR THE IDB ENTERING INTO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE PARTIES AGREE THAT THE DEVELOPER MAY ENFORCE THE TERMS OF THIS AGREEMENT THROUGH A CLAIM FOR SPECIFIC PERFORMANCE. THE DEVELOPER ACKNOWLEDGES THAT THE CITY IS A SEPARATE ENTITY FROM THE IDB, AND IN NO EVENT SHALL THE CITY BE RESPONSIBLE FOR THE PERFORMANCE OF ANY OBLIGATIONS OF THE IDB HEREUNDER OR LIABLE FOR ANY CLAIMS AGAINST THE IDB HEREUNDER.

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

**Section 5.03. Assignment.** The Developer may not assign or transfer this Agreement, or any interest of the Developer hereunder, without the prior written consent of IDB. Any such assignment shall

not relieve the Developer of its liability for the performance of its duties and obligations hereunder unless IDB consents to such release. If Developer is a corporation, limited liability company, unincorporated association, or partnership, a transfer, assignment or hypothecation of any stock or interest in such corporation, company, association or partnership by any stockholder or partner so as to result in a change in the control thereof by the person, persons or entities owning a majority interest therein as of the date of this Agreement, shall be deemed to be an assignment of this Agreement. Any transfer of this Agreement from Developer by merger, consolidation, liquidation or otherwise by operation of law, including, but not limited to, an assignment for the benefit of creditors, shall be included in the term "assignment" for the purposes of this Agreement and shall be a violation of this Section. Notwithstanding, the Developer shall be permitted to assign and grant a security interest in its right to receive payments under this Agreement as security for a loan to finance or refinance the cost of the Project. In the event any assignment occurs in violation of this Section, neither the IDB nor the City shall be obligated to assign or otherwise pay any Annual Incentive Amount to any assignee unless otherwise agreed to by the IDB.

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

**Section 5.05. Notices.** Any notice, request, demand, tender or other communication under this Agreement shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, or upon the Business Day (as defined below) following delivery to a nationally recognized commercial courier for next day delivery, to the address for each party set forth below, or upon the third (3<sup>rd</sup>) Business Day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below.

If to the Developer to:

Ringgold Spirt Corp  
3602 Waverly Drive NE  
Cleveland, Tennessee 37312

If to the IDB to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 5.19. Payment Obligation Term.** Subject to the conditions set forth in this Agreement, the term for the payment obligations as provided in Section 3.03 of this Agreement shall commence in accordance with this Agreement and continue until the Border Region District is dissolved in accordance with T.C.A. § 7-40-104(d) or upon the date on which the eligible cost of the Project have been fully paid, whichever occurs sooner.

*[Signature pages to follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE CITY OF EAST RIDGE, TENNESSEE**  
A Tennessee Public Nonprofit Corporation

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

STATE OF TENNESSEE:  
COUNTY OF HAMILTON:

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared RUTH BRALY, to me known and known to me to be the Chairperson for the Industrial Development Board of the City of East Ridge, Tennessee, and she acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District under authority duly vested in her by said board as the free act and deed of said board for the purposes therein expressed.

WITNESS my hand and official seal this \_\_ day of \_\_\_\_\_ 2021.

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

**RINGGOLD SPIRIT CORP.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

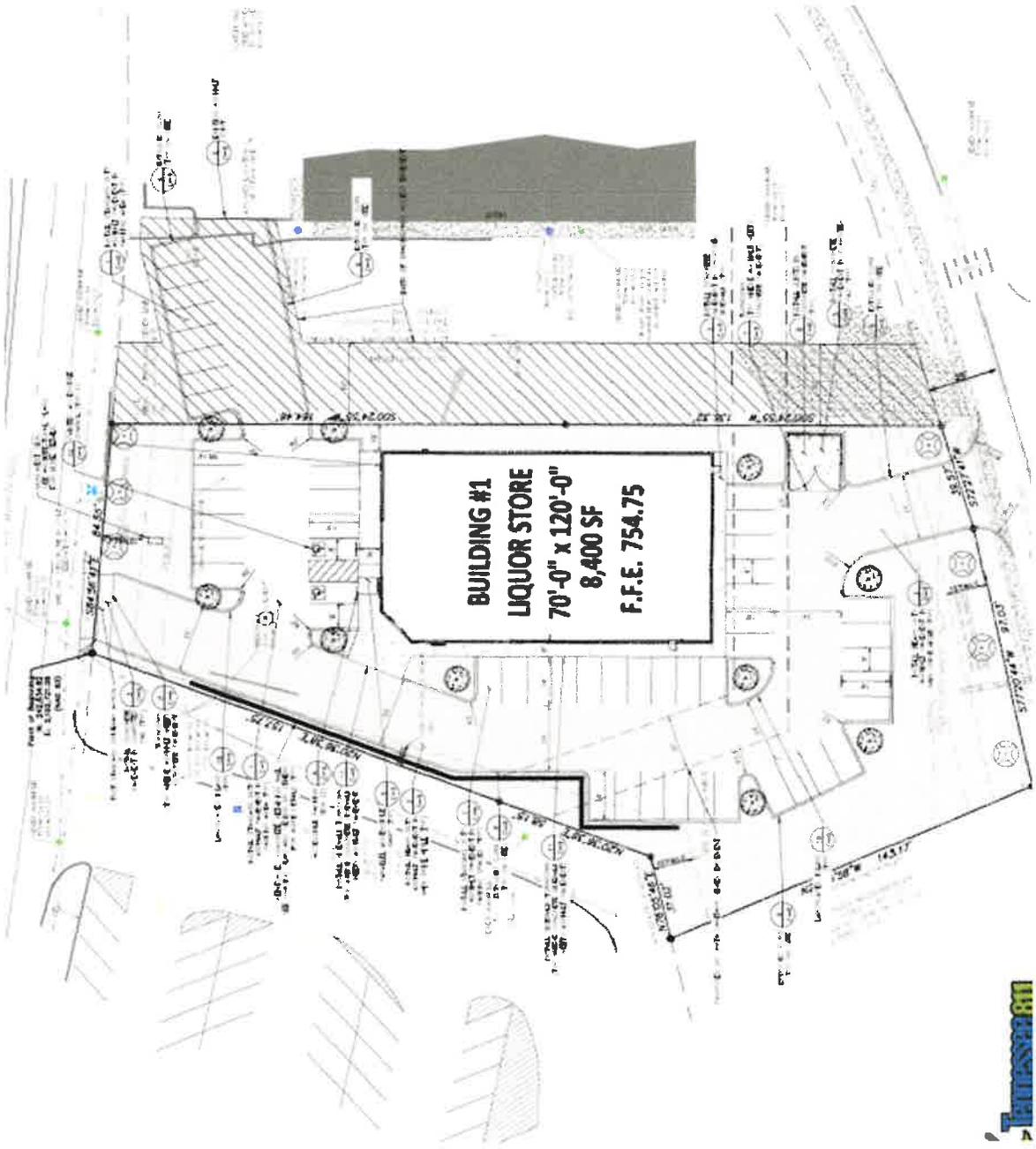
STATE OF TENNESSEE:  
COUNTY OF HAMILTON:

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared \_\_\_\_\_, to me known to be the President of Ringgold Spirit Corporation or properly represented to be upon submission of sufficient identification, and acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District as his free act and deed for the purposes therein expressed, on behalf of **Ringgold Spirit Corporation**.

WITNESS my hand and official seal this \_\_ day of \_\_\_\_\_ 2021.

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

Exhibit A





# City of East Ridge

1517 Tombras Avenue  
East Ridge, Tennessee 37412  
(423)867-7711 • [www.eastridgetn.gov](http://www.eastridgetn.gov)

Mike Williams  
Fire Chief

## RESOLUTION NO. 3212

To: Mayor and Councilmembers  
From: Mike Williams  
Date: October 18, 2021  
Reference: State Salary Supplement  
CC: Chris Dorsey, Diane Qualls, Janet Middleton

Mayor and Council members,

I am requesting that the Council and Mayor approve the advancement of the State Salary Supplement for all certified career firefighters as in years past. This supplement will be refunded to the City in or around June of 2022.

The amount is for **24** career certified firefighters at **\$ 800.00** each and a total amount of **\$ 19,200.00**

Below is a list of certified firefighters that will be receiving the state salary supplement:

Randy Albright	Jaxon Albright	Drew Andrews
Daniel Bernard	Eric Bowen	James Burkhart
Brandon Clark	Chris Cope	Ronnie Crawford
Robert Crawley	Kory Custer	Bryan Dean
Jeff Duncan	Tyler Ezell	Thomas Finch
Mike Flynn Jr.	Mike Flynn Sr.	Zane Gleaves
Kent Henson	Chris Peters	Billy Quintrell
Aaron Smith	Joshua Williams	Mike Williams

Respectfully,

Mike Williams  
Fire Chief



# EAST RIDGE POLICE DEPARTMENT

4214 Ringgold Road ♦ East Ridge, TN 37412

Police Administration  
(423) 867-3718  
Fax (423) 867-9418

Stan Allen  
Chief of Police

RESOLUTION NO. 3212

## MEMORANDUM

Date: October 18, 2021  
To: City Council & Mayor  
From: Chief Stan Allen  
RE: 2021 Salary Supplement – Police Officers

With the completion of the 2021 In-Service, 45 police officers will be eligible for the salary supplement as authorized by the State of Tennessee.

The POST Commission Office has advised us the salary supplement is \$800 per officer, which equals a total of \$36,000 for the East Ridge Police Department.

**RESOLUTION NO. 3212**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE ADVANCEMENT OF STATE SALARY SUPPLEMENT PAYMENTS FOR ELIGIBLE FIREFIGHTERS AND POLICE OFFICERS**

**WHEREAS**, the State of Tennessee Commission on Firefighting and the Police Officer Standards Commission authorize the payment of salary supplements to firefighters and police officers for completing approved annual in-service training; and

**WHEREAS**, the State Firefighting and Police Commissions have determined that the salary supplement for each eligible firefighter and police officer shall be \$800 for 2021; and

**WHEREAS**, the East Ridge City Council historically advances the salary supplement payments to firefighters and police officers before Christmas and the City is thereafter reimbursed by the Firefighting and Police Commissions; and

**WHEREAS**, the City has twenty-four (24) eligible firefighters for a total supplement of \$19,200, and

**WHEREAS**, the City has forty-five (45) eligible police officers for a total supplement of \$36,000, and

**WHEREAS**, the total salary supplement for eligible firefighters and police officers is \$55,200.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the City Manager is authorized to advance \$800 in salary supplement payments to each eligible firefighter and police officer for the total amount of \$55,200, and the City will thereafter be reimbursed by the State of Tennessee.

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

Adopted on this the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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

ATTEST:

\_\_\_\_\_  
Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

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



# City of East Ridge

1517 Tombras Avenue  
East Ridge, Tennessee 37412  
(423)867-7711 • [www.eastridgetn.gov](http://www.eastridgetn.gov)

Office of the City Recorder

## RESOLUTION NOS. 3213 & 3214

### AGENDA MEMO

TO: Mayor and City Council  
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: BEER BOARD APPOINTMENTS

DATE: October 25, 2021

The following Beer Board terms will expire on November 26, 2021:

MEMBER:	APPOINTED BY:	CURRENT TERM:
Dennis Massengale	Vice Mayor Chauncey	11/27/18 – 11/26/21
Roy Keown	Councilmember Cagle	6/27/19 – 11/26/21
		<i>Appointed 6/27/19 to fill</i>
		<i>Unexpired term of C. Snyder</i>

**Brian Williams**  
Mayor

**Mike Chauncey**  
Vice-Mayor

**Jacky Cagle**  
Councilmember

**Esther Helton**  
Councilmember

**Andrea Witt**  
Councilmember

**Chris Dorsey**  
City Manager

**RESOLUTION NO. 3213**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE THE APPOINTMENT OF \_\_\_\_\_ BY VICE MAYOR CHAUNCEY TO THE EAST RIDGE BEER BOARD**

**WHEREAS**, the East Ridge Beer Board fulfills an important role with regard to the regulation of licensing, sale, storage for sale, distribution for sale, and manufacturing of beer within the City; and

**WHEREAS**, the City Council appoints certain of its citizens to the City of East Ridge Beer Board in accordance with City Code Chapter 2, Section 8-201; and

**WHEREAS**, the term for Boardmember Dennis Massengill is set to expire on November 26, 2021.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Ridge, Tennessee hereby approves the appointment of \_\_\_\_\_ by Vice Mayor Chauncey to the East Ridge Beer Board for the term of November 27, 2021 – November 26, 2024.

**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 \_\_\_\_\_ 2021.

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

ATTEST:

\_\_\_\_\_  
Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

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

**RESOLUTION NO. 3214**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE THE APPOINTMENT OF \_\_\_\_\_ BY COUNCILMEMBER CAGLE TO THE EAST RIDGE BEER BOARD**

**WHEREAS**, the East Ridge Beer Board fulfills an important role with regard to the regulation of licensing, sale, storage for sale, distribution for sale, and manufacturing of beer within the City; and

**WHEREAS**, the City Council appoints certain of its citizens to the City of East Ridge Beer Board in accordance with City Code Chapter 2, Section 8-201; and

**WHEREAS**, the term for Boardmember Roy Keown is set to expire on November 26, 2021.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Ridge, Tennessee hereby approves the appointment of \_\_\_\_\_ by Councilmember Cagle to the East Ridge Beer Board for the term of November 27, 2021 – November 26, 2024.

**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 \_\_\_\_\_ 2021.

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

ATTEST:

\_\_\_\_\_  
Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

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



# City of East Ridge

1517 Tombras Avenue  
East Ridge, Tennessee 37412  
(423)867-7711 • [www.eastridgetn.gov](http://www.eastridgetn.gov)

Office of the City Recorder

## RESOLUTION NO. 3215

### AGENDA MEMORANDUM

TO: Mayor and City Council  
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: APPOINTMENT OF BEER BOARD CHAIRPERSON

DATE: October 25, 2021

Pursuant to Title 8, Chapter 2, Section 201 of the City Code, the Mayor has the prerogative of naming the Chairperson of the Beer Board each November. The current Chairperson is Carnell Storie.

**Brian Williams**  
Mayor

**Mike Chauncey**  
Vice-Mayor

**Jacky Cagle**  
Councilmember

**Esther Helton**  
Councilmember

**Andrea Witt**  
Councilmember

**Chris Dorsey**  
City Manager

**RESOLUTION NO. 3215**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF EAST RIDGE, TENNESSEE, TO  
MEMORIALIZE THE MAYOR'S APPOINTMENT OF  
\_\_\_\_\_ AS CHAIRPERSON OF  
THE BEER BOARD**

**WHEREAS**, the East Ridge Beer Board fulfills an important role with regard to the regulation of licensing, sale, storage for sale, distribution for sale, and manufacturing of beer within the City; and

**WHEREAS**; it is the prerogative of the Mayor to appoint a Chairperson to the East Ridge Beer Board each November; and

**WHEREAS**, the Mayor wishes to appoint \_\_\_\_\_ as Chairperson of the East Ridge Beer Board.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Ridge, Tennessee hereby memorializes the Mayor's appointment of \_\_\_\_\_ as Chairperson of the East Ridge Beer Board.

**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 \_\_\_\_\_ 2021.

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

ATTEST:

\_\_\_\_\_  
Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

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



## **EAST RIDGE POLICE DEPARTMENT**

**4214 Ringgold Road ♦ East Ridge, TN 37412**

**Police Administration  
(423) 867-3718  
Fax (423) 867-9418**

**Stan Allen  
Chief of Police**

### **RESOLUTION NO. 3216**

#### **AGENDA MEMORANDUM**

**TO: Mayor and City Council - City Manager**

**FROM: Chief Stan Allen**

**SUBJECT: Vehicle Purchase**

**DATE: October 25, 2021**

The Police Department is requesting to purchase one 2021 Ford Interceptor SUV to replace a Dodge Charger that was a total loss due to a fire. Total cost is \$41,839, which includes \$7,995 for equipment that will be paid for from the Drug Fund. The City's insurer paid \$12,500 for the loss of the Dodge Charger leaving an amount of \$21,344 coming from the General Fund fund balance.

**RESOLUTION NO. 3216**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE (1) 2021 FORD INTERCEPTOR SUV FROM LONNIE COBB FORD THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #209-72318, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)**

**WHEREAS**, the City of East Ridge Police Department is in need of one (1) police vehicle, to replace a vehicle that burned; and

**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 statewide contract price for a 2021 Ford Interceptor SUV from Lonnie Cobb Ford on the Tennessee Statewide Vehicle Contract is as follows:

- \$41,839 Total price
- \$ 7,995 Cost of equipment included in total price – to be paid from Drug Fund
- \$12,500 Insurance proceeds from burned vehicle
- \$21,344 Balance to be paid from General Fund fund balance

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the City Manager or his designee is hereby authorized to purchase, and execute all documents necessary to purchase, one (1) Ford Interceptor SUV from Lonnie Cobb Ford through the Department of General Services Statewide Contract Listing #209-72318, pursuant to TCA 12-3-1201(b), with costs as follows:

- \$41,839 Total price
- \$ 7,995 Cost of equipment included in total price – to be paid from Drug Fund
- \$12,500 Insurance proceeds
- \$21,344 Balance to be paid from General Fund fund balance

**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 \_\_\_\_\_, 2021.

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

Attest:

\_\_\_\_\_  
Christopher J. Dorsey, City Manager

Approved as to Form:

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



# City of East Ridge

323 Camp Jordan Parkway  
East Ridge, Tennessee 37412  
(423)490-0078 • [www.eastridgetn.gov](http://www.eastridgetn.gov)

PARKS and RECREATION

## RESOLUTION NO. 3217



**323 Camp Jordan Parkway  
East Ridge, TN 37412  
(423) 490-0078**

### MEMORANDUM

TO: Mayor and Council  
City Manager

FROM: Adam Wilson, Parks and Recreation Director

SUBJECT: Bids for Soccer Uniforms for 2021 – 2022 Indoor Soccer Season

DATE: November 5, 2021

Bids for Soccer Uniforms for the 2021 – 2022 Indoor Soccer Season were opened on November 5, 2021 at 2:00 pm. Two (2) bids were received. Staff recommends awarding Krown USA the soccer uniform bid based on the current pricing and past successful history of getting uniforms ordered and received within the necessary timeframe. See bid tabulation below.

Yogi's Primo Promo:  
\$8.00/ shirt from 1-999  
\$7.90 for 1,000 – 1,499  
\$7.7 for 1,500 – 1,999  
\$7.25 for 2,000+

Krown U.S.A.:  
\$5.00/ shirt for 1-999  
\$4.75 for 1,000-1,499  
\$4.50 for 1,500+

**Brian Williams**  
Mayor

**Mike Chauncey**  
Vice-Mayor

**Jacky Cagle**  
Councilmember

**Esther Helton**  
Councilmember

**Andrea Witt**  
Councilmember

**Chris Dorsey**  
City Manager

**RESOLUTION NO. 3217**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF EAST RIDGE, TENNESSEE, APPROVING  
BIDS FOR THE PURCHASE OF SOCCER UNIFORMS  
FOR THE 2021 - 2022 INDOOR SOCCER SEASON**

**WHEREAS**, on October 27, 2021, the City of East Ridge advertised for bids for the purchase of soccer uniforms for the 2021-2022 indoor soccer season; and

**WHEREAS**, sealed bids for soccer uniforms were opened and publicly read on November 5, 2021, 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 soccer uniforms for the 2021 – 2022 indoor soccer season be awarded to Krown USA for the following amounts:

\$ 5.00 per shirt for quantity of 1 - 999

\$ 4.75 per shirt for quantity of 1,000 – 1,499

\$ 4.50 per shirt for quantity of 1,500 – 1,999

\$ 4.50 per shirt for quantity of 2,000 +

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the bid for the purchase of soccer uniforms be awarded to Krown USA for the amounts listed above.

**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 Krown USA, 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 \_\_\_\_\_, 2021.

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

Attest:

\_\_\_\_\_  
Christopher J. Dorsey, City Manager

Approved as to Form:

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



# City of East Ridge

1517 Tombras Avenue  
East Ridge, Tennessee 37412  
(423)867-7711 • [www.eastridgetn.gov](http://www.eastridgetn.gov)

Finance Department  
*Diane Qualls, Director*

## RESOLUTION NO. 3218

### MEMO

**TO:** Mayor, Council and City Manager  
**FROM:** Diane Qualls, CMFO  
**DATE:** November 8, 2021  
**RE:** Resolution 3218 – Capital Outlay Note

---

Staff is requesting that the Council approve Resolution No. 3218, a capital outlay note to finance the purchase of a new fire engine. The amount to be borrowed is \$696,079.00 with an interest rate of 1.65%, to be financed for 7 years. The Tennessee Municipal Bond Fund is handling this transaction for us. Following, you will find the letter of approval from the Comptroller's Office, Division of Local Government Finance for the loan.

**RESOLUTION NO. 3218**

**RESOLUTION OF THE CITY OF EAST RIDGE, TENNESSEE,  
AUTHORIZING THE ISSUANCE OF INTEREST-BEARING FIRE  
DEPARTMENT CAPITAL OUTLAY NOTES, SERIES 2021, IN AN  
AMOUNT NOT TO EXCEED \$696,079, AND PROVIDING FOR THE  
PAYMENT OF SAID NOTES**

**WHEREAS**, the City Council (the "Council"), of the City of East Ridge, Tennessee (the "Municipality" or the "City"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance certain public works projects, consisting of the acquisition of a new fire truck for the Fire Department of the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto (the "Project");

**WHEREAS**, the Municipality estimates that the life of the Project has an economic life of greater than twelve (12) years;

**WHEREAS**, the Municipality finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

**WHEREAS**, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

**WHEREAS**, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the Director of the Division of Local Government Finance (the "Director of Local Government Finance");

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of East Ridge, Tennessee, as follows:

**Section 1. Authority.** The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

**Section 2. Authorization.** For the purpose of providing funds to finance the costs of the Project, there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed \$696,079, or such lesser amount as may be determined by the Mayor of the Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note").

**Section 3. Terms of the Notes.** The Notes shall be designated "Fire Department Capital Outlay Notes, Series 2021". The Notes shall be issued in registered form, without coupons. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 2% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"). The Notes shall mature not later than the end of the seventh fiscal year following the fiscal year in which the notes are issued. If the Notes are issued

through the Tennessee Municipal Bond Fund ("TMBF"), alternative loan program, the rate of interest will include an annual fee equal to 15 basis points (0.15%), payable to TMBF by the bank, to be paid from each periodic payment of interest on the Notes, based on the outstanding principal amount of the Notes. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes. The weighted average maturity of the Note shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be 12 years.

Interest on the Notes shall be payable by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at their respective addresses as shown on the Registration Books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the Municipality, upon fifteen (15) calendar days written notice to the registered owner, and with the consent of the registered owner, the Municipality may prepay the Notes in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Notwithstanding the above, the Municipality may make additional principal payments on the Notes upon fifteen (15) calendar days' written notice to the registered owner.

Section 5. Execution. The Notes shall be executed in the name of the Municipality; shall bear the manual signature of the Mayor and shall be countersigned by the City Manager of the Municipality (the "City Manager"), with his or her manual signature. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The City Manager of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as it may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein.

(b) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 7. Transfer of Notes. Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 8. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Section 9. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 10. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar

upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the Municipality is irrevocably pledged.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent required, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in the debt service fund of the Municipality and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Approval of Director of Local Government Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of State and Local Finance of the State of Tennessee as provided by Section 9-21-601 et. seq., Tennessee Code Annotated, as amended. The Mayor, City Recorder, City Attorney, City Manager, and Bond Counsel are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall submit its annual budget to the Director of Local Government Finance for approval immediately upon the Municipality's adoption of the budget.

Section 14. Sale of Notes. The Notes herein authorized are authorized to be sold by the Mayor by the informal bid process at a price of not less than par and accrued interest.

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "Fire Department Capital Outlay Notes, Series 2021 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be used to pay principal of and interest on the Notes.

Section 16. Non-Arbitrage Certification. The Municipality certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented, or revised. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 17. Designation of Notes as Qualified Tax-Exempt Obligations. The Municipality hereby designates the Notes as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Municipality reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the Municipality (i) any issuer with respect to which the Municipality is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the Municipality (together with those issued by any other issuers that are treated as on issuer under such Section 265(b)(3)) during the 2021 calendar year will be designated as "qualified tax-exempt obligations".

Section 18. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes.

Section 19. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 20. Miscellaneous Acts. The Mayor, the City Manager, the City Recorder, the Finance Director, the City Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 21. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 23. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 24. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 25. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the Municipality requiring it.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Attest:

\_\_\_\_\_  
Christopher J. Dorsey, City Manager

Approved as to Form:

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

STATE OF TENNESSEE)  
COUNTY OF HAMILTON)

I, Chris Dorsey, hereby certify that I am the duly qualified and acting City Manager of the City of East Ridge, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council"), of said Municipality held on November 11, 2021; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the authorization of the issuance of not to exceed \$696,079 Fire Department Capital Outlay Notes, Series 2021, by said Municipality; (4) that the actions by said Council including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 11th day of November, 2021.

---

City Manager

(SEAL)

**EXHIBIT A - FORM OF NOTE**

Registered  
No. \_\_\_\_\_

Registered  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
CITY OF EAST RIDGE  
FIRE DEPARTMENT CAPITAL OUTLAY NOTE,  
SERIES 2021**

Dated date:

Registered Owner:

Principal Amount:

THE CITY OF EAST RIDGE, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the office of the City Manager, East Ridge, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), the Principal Amount identified above, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been paid, to the Maturity Date, semi-annually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, 2022, at the Interest Rate per annum set forth above, by check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Note Registrar on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom is exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This note is one of a series of notes known as "Fire Department Capital Outlay Notes, Series 2021" (the "Notes"), issued by the Municipality in the aggregate principal amount of \$696,079. The Notes which are issued for the purpose of financing certain public works projects, consisting of the acquisition of a new fire truck for the Fire Department of the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto, are authorized by an appropriate resolution of the City Council and particularly that certain Resolution of the City Council adopted on November 11, 2021, as such resolution may be from time to time amended or

supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the City Manager of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This note and interest hereon is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property in the Municipality without limitation as to time, rate, or amount. For the prompt payment of this note, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are hereby irrevocably pledged.

The Municipality has designated the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This note is transferable by the Registered Owner hereof in person or by its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute, and the Note Registrar shall authenticate and deliver in exchange for this note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. For every transfer of notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, or other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

The Municipality and the Note Registrar may deem and treat the person or entity in whose name this note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on this note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this note to the extent of the sum or sums so paid, and neither the Municipality nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the Municipality, upon fifteen (15) calendar days written notice to the Registered Owner, and with the consent of the Registered Owner, the Municipality may prepay the Note in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Notwithstanding the above, the Municipality may make additional principal payments on the Note upon fifteen (15) calendar days' written notice to the Registered Owner.

This note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this note and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, has caused this note to be signed by the manual signatures of the Mayor and the City Manager, all as of \_\_\_\_\_, 2021.



Jason E. Mumpower  
*Comptroller*

November 8, 2021

Honorable Brian Williams, Mayor  
and Honorable Councilmembers  
City of East Ridge  
1517 Tombras Avenue  
East Ridge, TN 37412

Dear Mayor Williams and Councilmembers:

Thank you for your recent correspondence. We acknowledge receipt on November 1, 2021, of a request from the Mayor of East Ridge (the "City") for approval to issue 7-year capital outlay notes in an amount not to exceed \$696,079 to be known as the "General Obligation Fire Department Capital Outlay Notes, Series 2021" (the "Notes").

Included with the request was a draft copy of the Resolution, authorizing the issuance of the Notes to finance the acquisition of a new fire truck (the "Project"). The proposed note form was included with the resolution. Please send a copy of the executed note to us along with the completed Report on Debt Obligation within forty-five (45) days of the issuance of the debt herein approved.

### **Note Approval**

This letter constitutes approval for the City to issue the Notes by informal bid pursuant to Title 9, Chapter 21, Part 6 of Tennessee Code Annotated. Approval of the sale of the Notes is conditioned upon the City's compliance with all relevant provisions of Tennessee law. Our office has relied upon the City's determination of the cost of the public works project.

The City is responsible for ensuring compliance with Title 9, Chapter 21, Parts 1, 4, and 6 of the Tennessee Code Annotated, its debt management policy, and timely payment of outstanding note principal and interest in accordance with the note provisions.

This letter and the approval to issue debt do not address the compliance with federal tax regulations and should not be relied upon for that purpose. The City should discuss these issues with a tax attorney or bond counsel.

This approval is valid for six months after the date of this letter. If the Notes have not been issued within that time, a new note resolution must be passed by the Governing Body and submitted to this office for approval. Please notify us if the City decides not to issue the Notes.

### **Purpose, Terms, and Life**

This Project meets the definition of a public works project in Tenn. Code Ann. § 9-21-105, and the City may issue notes under the authority of Title 9, Chapter 21 of the Tennessee Code Annotated to finance such Project. The maturity of the Notes does not exceed the life of the proposed Project as attested by the local governing body. The submitted resolution and supporting documents appear to meet the requirements for the issuance of notes in Title 9, Chapter 21, Parts 1, 4, and 6 of the Tennessee Code Annotated. The maximum maturity for the Notes as authorized by the governing body is seven fiscal years after the fiscal year the Notes are issued. In its resolution, the City committed to amortize the Notes in a manner that reflects level debt service.

### **After Issuance**

Our website contains specific compliance requirements your local government will be responsible for once the notes are issued: <http://tncot.cc/debt>. The listing is not all inclusive.

### **Tennessee Municipal Bond Fund (TMBF) Placement Process**

TMBF requested rates on the note issue from a network of banks TMBF works with across the State and presented the lowest rate obtained to the City for its consideration. The TMBF negotiated with the banks to include an additional 0.15% (also called 15 basis points) added to the interest rates submitted by the banks, which, if the City uses the TMBF Alternative Loan Program, will be paid to TMBF over the life of the loan. The cost is calculated annually on the outstanding amount of the note and is paid by the bank to TMBF from periodic interest payments made by the City to the bank.

If you should have questions or need assistance, please refer to our online resources on our website or feel free to contact your financial analyst, William Wood, at 615-401-7893 or [william.wood@cot.tn.gov](mailto:william.wood@cot.tn.gov).

Very truly yours,



Betsy Knotts  
Director of the Division of Local Government Finance

cc: Ms. Linda Mooningham, Tennessee Municipal Bond Fund  
BK:ww



# City of East Ridge

1517 Tombras Avenue  
East Ridge, Tennessee 37412  
(423)867-7711 • [www.eastridgetn.gov](http://www.eastridgetn.gov)

**RESOLUTION NO. 3219**

**AGENDA MEMO**

**TO:** Mayor and Council

**FROM:** Chris Dorsey, City Manager

**SUBJECT:** Bid approval for Ringgold Road Multi-Modal Project between Kingwood and McBrien Rd.

**DATE:** November 9, 2021

Mayor and Council,

For the above referenced project, sealed bids were opened and publicly read on October 7, 2021 and the results were as follows:

- Talley Construction Company- \$6,315,244.05
- Thomas Brothers Construction Company- \$6,987,561.00.

After adding up the bid there was a small discrepancy on the calculation added up. The new amount is \$6,314,524.50. ASA Engineering had an engineer's estimate of \$4,217,312.47.

Due to many factors such as supply chain issues and other time and COVID related factors, the apparent low bid by Talley Construction Company is over the budgeted estimate by \$2,097,212.03.

Recently received ARPA Funding will be utilized for the stormwater portion of this project in the amount of approximately \$3,142,492.28, leaving \$3,172,032.22 to be paid out of the General Fund utilizing Debt Financing.

<b>Stormwater Summary Total</b>	\$3,260,620.70
<b>Other Summary Total</b>	\$3,053,903.79
<b>Grand Summary Total</b>	<u>\$6,314,524.50</u>

**ARPA FUNDING    \$3,142,492.28**

**GENERAL FUND    \$3,172,032.22**

Respectfully,  
Chris Dorsey

**RESOLUTION NO. 3219**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AWARDED THE BID FOR US HIGHWAY 41/SR8 (RINGGOLD RD.) CORRIDOR IMPROVEMENT PROJECT FROM KINGWOOD DRIVE/WIMBERLY LANE TO MCBRIEN ROAD**

**WHEREAS**, the City of East Ridge advertised for bids for US Highway 41/SR8 (Ringgold Rd.) Corridor Improvement Project from Kingwood Drive/Wimberly Lane to McBrien Road; and

**WHEREAS**, sealed bids were opened and publicly read on October 7, 2021 and the results were as follows:

- Talley Construction Company - \$6,315,244.05 (\$6,314,524.50 after addition error)
- Thomas Brothers Construction Company - \$6,987,561.00; and

**WHEREAS**, this project had an engineer's estimate of \$4,217,312.47; and

**WHEREAS**, due to many factors such as supply chain issues and other time and COVID related factors, the apparent low bid by Talley Construction Company is over the budgeted estimate by \$2,097,212.03; and

**WHEREAS**, the American Rescue Plan Act ("ARPA") Funding will be utilized for the stormwater portion of this project in the amount of approximately \$3,142,492.28, leaving \$3,172,032.22 to be paid out of the General Fund utilizing Debt Financing.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the bid for US Highway 41/SR8 (Ringgold Rd.) Corridor Improvement Project from Kingwood Drive/Wimberly Lane to McBrien Road be awarded to the low bidder Talley Construction Company in the amount of \$6,314,524.50.

**BE IT FURTHER RESOLVED**, that ARPA Funding will be utilized for the stormwater portion of this project in the amount of approximately \$3,142,492.28, leaving \$3,172,032.22 to be paid out of the General Fund utilizing Debt Financing.

**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 \_\_\_\_\_ 2021

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

Attest:

\_\_\_\_\_  
Christopher J. Dorsey, City Manager

Approved to Form:

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



# City of East Ridge

1517 Tombras Avenue  
East Ridge, Tennessee 37412  
(423)867-7711 • [www.eastridgetn.gov](http://www.eastridgetn.gov)

## RESOLUTION NO. 3220

### AGENDA MEMO

**TO:** Mayor and Council

**FROM:** Chris Dorsey, City Manager

**SUBJECT:** Red Wolves Sponsorship

**DATE:** November 9, 2021

Mayor and Council,

The Chattanooga Red Wolves have officially clinched their spot for the 2021 USL League One Playoffs for the first time in their history. If the Red Wolves make it through the playoffs, they will play in the finals and possibly host the event at CHI Memorial Stadium. They are requesting that the City help sponsor the final event in the amount of \$10,000, contingent upon the Red Wolves making it to the finals.

Respectfully,  
Chris Dorsey

**RESOLUTION NO. 3220**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO SPONSOR THE CHATTANOOGA RED WOLVES FOR THE USL LEAGUE FINAL AT CHI MEMORIAL STADIUM CONTINGENT UPON THE RED WOLVES MAKING IT TO THE FINALS AND HOSTING THE EVENT**

**WHEREAS**, the Chattanooga Red Wolves have officially clinched their spot for the 2021 USL League One Playoffs for the first time in their history; and

**WHEREAS**, if the Chattanooga Red Wolves make it through the playoffs, they look to secure hosting the 2021 Final at CHI Memorial Stadium; and

**WHEREAS**, if the Chattanooga Red Wolves make it to the finals and secure hosting the event at CHI Memorial Stadium, they are requesting the City help sponsor the finals in the amount of \$10,000.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of East Ridge, Tennessee, that the City is hereby authorized to sponsor the Chattanooga Red Wolves in the 2021 USL Finals in the amount of \$10,000, contingent upon the Red Wolves making it to the finals and hosting the event at CHI Memorial Stadium.

**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 \_\_\_\_\_ 2021.

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

Attest:

\_\_\_\_\_  
Christopher J. Dorsey, City Manager

Approved as to Form:

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



# **EAST RIDGE POLICE DEPARTMENT**

**4214 Ringgold Road ❖ East Ridge, TN 37412**

**Police Administration  
(423) 867-3718  
Fax (423) 867-9418**

**Stan Allen  
Chief of Police**

## **AGENDA MEMORANDUM**

**TO: Mayor and City Council - City Manager**

**FROM: Chief Stan Allen**

**SUBJECT: Canine Retirement**

**DATE: December 9, 2021**

The Police Department has purchased a new police dog and training has been completed. The department is requesting to retire the current canine Axle, and that the council allow the current handler to take ownership.