

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

**January 27, 2022
6:00 pm**

1. Call to Order
2. Invocation
3. Roll Call
4. Consent Agenda:
 - A. Approval of Minutes January 13, 2022 Council Meeting
 - B. Approval of October 2021 Financial Report
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business: None
9. New Business:
 - A. **ORDINANCE NO. 1155** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE FISCAL YEAR 2022 OPERATING BUDGET, ORDINANCE NO. 1147, FOR VARIOUS EXPENDITURES IN THE GENERAL FUND USING FUND BALANCE (1st reading)
 - B. **RESOLUTION NO. 3232** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE 150 95-GALLON TRASH CARTS AND 150 95-GALLON RECYCLE CARTS FROM OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, INC. THROUGH THE HOUSTON GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM (“HGACBUY”)
 - C. **RESOLUTION NO. 3233** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE (1) 2022 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)

- D. **RESOLUTION NO. 3234** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH **JPP PROPERTIES, LLC** RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO

- E. **RESOLUTION NO. 3235** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE (1) VEHICLE THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b) TO BE USED IN UNDERCOVER POLICE OPERATIONS

- F. **RESOLUTION NO. 3236** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO ACCEPT A DONATION FROM KC CANDLE COMPANY OF A NEW CANINE BALLISTIC VEST FOR THE EAST RIDGE POLICE DEPARTMENT

- G. Discussion of Tentative Agenda Items for the February 10, 2022 Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA ITEMS
FOR FEBRUARY 10, 2022**

8. Old Business:

- A. **ORDINANCE NO. 1155** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE FISCAL YEAR 2022 OPERATING BUDGET, ORDINANCE NO. 1147, FOR VARIOUS EXPENDITURES IN THE GENERAL FUND USING FUND BALANCE (2nd and final reading)

9. New Business:

- A. **ORDINANCE NO. ____** - Rezone 495 Camp Jordan Parkway from C-1 to O-2 to Build a New Emergency Care Facility (1st reading)
- B. **ORDINANCE NO. ____** - Rezone the following properties from R-2, C-1, and O-2 to C-4 Planned Commerce Center District. (1st reading)
- 930 Hurst St, tax parcel (169E D 007.01) (R-2)
 - 931 Hurst St, tax parcel (169E C 001) (R-2)
 - 1000 Floyd Drive, tax parcel (169E D 007) (R-2)
 - 1004 Floyd Drive, tax parcel (169E D 006) (R-2)
 - 6517 McCall Road, tax parcel (169E D 001.01) (R-2)
 - 1403 Mack Smith Road, tax parcel (169L K 020) (O-2 & C-1)
- C. **ORDINANCE NO. ____** - Abandon dead end portion of Hurst Street (1st reading)
- D. **ORDINANCE NO. ____** - Amend Title 4 for the new Human Resources Manual
- E. **RESOLUTION NO. ____** - Adult Changing Table Donation

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

**January 13, 2022
6:00 pm**

The East Ridge City Council met pursuant to notice on January 13, 2022, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Rev. Danny Lance, True Life Church, gave the invocation. All joined in the Pledge of Allegiance to the Flag.

Present were: Mayor Williams, Vice Mayor Chauncey, Councilmember Cagle, Councilmember Helton, Councilmember Witt, City Manager Dorsey, City Attorney Litchford, and City Recorder Middleton.

Presentation of Christmas Parade Grand Marshal Award – Community Involvement Coordinator Bowers stated the Grand Marshals were Herman and Mary Schrader. She stated the Schrader’s allow the Needy Child Fund and Community Kitchen to take donations during their Christmas light display on Jason Drive. The Mayor presented a plaque to the Schrader’s for being Grand Marshals in the parade and thanked them for all they do for the City.

Oath of Honor – Police Department – Mayor Williams administered the Oath of Honor to Officers Robert White and Anna Simmons.

Employee Milestone Awards for December – Mayor Williams announced that there was one employee who reached their milestone in December, Anthony Chavez with five years of service.

Consent Agenda:

- A. Approval of Minutes December 9, 2021 Council Meeting
- B. Approval of August 2021 Financial Report
- C. Approval of September 2021 Financial Report
- D. Declaration of Surplus Property
 - IT – Electronic Equipment

Vice Mayor Chauncey made a motion, seconded by Councilmember Witt, to approve the Consent Agenda. Roll call vote: Vice Mayor Chauncey - yes; Councilmember Cagle - yes; Councilmember Helton - abstain; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

Communication from Citizens: None

Communication from Councilmembers:

Councilmembers Witt and Helton had nothing at this time.

Vice Mayor Chauncey gave an update on the dog park. He stated the fencing should be completed tomorrow. He stated the concrete for the benches will be poured soon and the benches should be delivered on January 18th.

Councilmember Cagle thanked the Council for accepting his appointment to the Industrial Development Board at the last meeting.

Mayor Williams stated the City closed last week on the property for the new animal shelter. We will put up a sign on the property stating it will be the future home of the East Ridge Animal Shelter. He stated staff will visit other shelters to get design ideas.

Communication from City Manager:

- He thanked sanitation crews for working overtime last Saturday to catch up on leaf pick up. At this time, we only have one leaf vac working, but we are also using other equipment.
- A Request for Proposals for the McBrien school property was sent out in order to get solicitations from developers for the use of the property. RFPs are due February 24th.
- The splashpad was tested last week. TDEC was here and also inspected the playground and splashpad, and to make sure everything was ADA compliant and in line with the grant. We will also have to install fencing and ADA sidewalks. Opening date for the playground could possibly be announced at the next meeting, with the splashpad opening date coming later when the weather is warmer.
- There is a staffing shortage in the Library. They are adjusting their hours, so citizens should call ahead to make sure the Library is open.
- Parks and Recreation Director Adam Wilson resigned on Monday. Shawna Skiles has been appointed as the interim director.

Old Business: None

New Business:

PUBLIC HEARING FOR RESOLUTION NO. 3228 - Sign variance for Marathon Realty Group (Food City) – City Attorney Litchford read on caption. Mayor Williams opened the public hearing. Chief Building Official Howell stated representatives from Food City could not attend tonight. Mr. Howell stated the request is to add three extra feet to the sign. The City's sign ordinance currently limits these signs to nine feet. He stated the increase would not negatively impact the surrounding areas and recommends approval. No one came forward in favor of or in opposition to the variance. Mayor Williams closed the public hearing.

RESOLUTION NO. 3228 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE A VARIANCE TO THE CITY'S SIGN ORDINANCE NO. 1028 TO ALLOW AN INCREASE IN THE HEIGHT OF A PROPOSED SIGN ON PROPERTY LOCATED AT 3636 RINGGOLD ROAD, TAX MAP

#168D-C-013 – City Attorney Litchford read on caption. Councilmember Helton made a motion, seconded by Vice Mayor Chauncey, to approve Resolution No. 3228. The vote was unanimous. Motion approved.

RESOLUTION NO. 3229 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WALLER LANSDEN DORTCH & DAVIS, LLP TO ACT AS GOVERNMENT AFFAIRS COUNSEL TO THE CITY OF EAST RIDGE IN REGARD TO MATTERS BEFORE THE TENNESSEE GENERAL ASSEMBLY – City Attorney Litchford read on caption. Councilmember Witt made a motion, seconded by Councilmember Helton, to approve Resolution No. 3229. The vote was unanimous. Motion approved.

RESOLUTION NO. 3230 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE TO APPOINT STEVE LEACH AS A BOARD MEMBER TO THE HAMILTON COUNTY WATER & WASTEWATER TREATMENT AUTHORITY - City Attorney Litchford read on caption. Mayor Williams stated that on October 14, 2021, he was appointed to the WWTB Board on an interim basis until we could locate someone to serve. Tonight, the Mayor is appointing Steve Leach. Mr. Leach, who currently serves as the Chairperson of the Zoning Appeals Board, has served the City for over 20 years. Vice Mayor Chauncey made a motion, seconded by Councilmember Cagle, to approve Resolution No. 3230. The vote was unanimous. Motion approved. The Mayor thanked Mr. Leach for his continued service to the City.

Discussion on Adult Changing Table – Councilmember Helton stated that Roddey Coe, with the Council for Developmental Disabilities, previously spoke to Council about installing adult changing tables at Camp Jordan. Ms. Helton stated that Mr. Dorsey located a restroom that we can add on to, and she has received donations from private donors. She would like for Council to bring Mr. Coe back to the next meeting to discuss this further and possibly approve the project. Mr. Cagle asked if the City would have a men’s and a women’s changing room or would it be just one. Mr. Dorsey stated it would be just one changing room for both.

RESOLUTION NO. 3231 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AWARDED THE RE-BID FOR US HIGHWAY 41/SR8 (RINGGOLD RD.) CORRIDOR IMPROVEMENT PROJECT FROM KINGWOOD DRIVE/WIMBERLY LANE TO MCBRIEN ROAD – City Attorney Litchford read on caption. City Manager Dorsey stated Council approved a bid for this project in November 2021, which then had to go to TDOT for approval. TDOT rejected the bid because on one line of the bid documents, the amount of the bid was not spelled out by the contractor. The City bid out the project again with Talley Construction being the only bidder, but the bid was \$170,000 higher than last time. The new bid amount is \$6,483,651.96. ARPA funds will pay \$3,142,492.28 for this project, with \$3,341,159.68 coming from the general fund. Councilmember Witt made a motion, seconded by Vice Mayor Chauncey, to approve Resolution No. 3231. Vice Mayor Chauncey believes that Talley should honor the first bid whether approved by TDOT or not. Mr. Dorsey stated there were certain items that have escalated in price over the last three months, and since TDOT did not approve the first bid, Talley Construction does not have to honor it. The vote was unanimous. Motion approved.

The Mayor reminded everyone that we have a tabled item, Ordinance No. 1152, and asked if anyone wanted to remove it from the table. No one took action.

Discussion of Tentative Agenda Items for the January 27, 2022 Council Meeting (see Attachment A)

New Business:

- A. **ORDINANCE NO. ____ - Budget Amendment (1st reading)** – Finance Director Qualls stated the ordinance will include all the purchases Council has approved that were not budgeted, such as construction costs, donations, insurance recovery funds for a sanitation truck, FEMA funds, etc. It could also possibly include a new police vehicle. Councilmember Cagle suggested the City go ahead and bid out a new sanitation truck. Mr. Dorsey stated we could, but he will also check for a truck on the state contract.

City Attorney Litchford stated he received a call from the developers of the Budgetel asking Council to consider the item at the next meeting. Mr. Litchford stated if the item is brought off the table at that time, it can be voted on at the next meeting.

Being no further business, the meeting was adjourned.



City of East Ridge

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Finance Department
Diane Qualls, Director

MEMO

TO: Mayor, Council and City Manager

FROM: Diane Qualls, CMFO

DATE: 01/24/2022

RE: October Finance Report

Revenues continue to be strong in some areas such as local option, building permits, mixed drink tax, etc. Revenues are at 44.55% but this is due in part to receiving the Border region funds.

In October we finished paying out the incentive agreements to the following businesses:

Exit One, LLC	\$ 277,967.55
K3A Properties	\$ 50,000.00
Mack Smith Commons	\$ 30,000.00
Jacks	<u>\$ 30,000.00</u>
Total	\$ 387,967.55

The budget amendment if passed on first reading tonight will begin the process of correcting where some departments have spent more at the point due to unexpected purchases.

City of East Ridge

Summary Financial Statement of Revenues and Expenditures
October 2021

Spent YTD 33.33%

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
110 General Fund						
REVENUE						
31100	Property Taxes	6,103,965	8,101	6,890	0.11%	33.33%
31200	Property Taxes (Delinquent)	475,000	248,377	216,739	45.63%	33.33%
31610	Local Sales Tax - Co. Trustee	2,900,000	858,647	989,280	34.11%	33.33%
31611	Incremental State Sales Tax	2,931,269	2,931,269	4,871,958	166.21%	33.33%
31710	Wholesale Beer Tax	400,000	98,159	124,363	31.09%	33.33%
31800	State Net Allocation	250,000	14,065	14,575	5.83%	33.33%
31810	Minimum Business Licenses	5,000	1,127	435	8.71%	33.33%
31824	Solicitors' Permit	100	0	0	0.00%	33.33%
31827	5% State Commission	22,000	830	1,395	6.34%	33.33%
31912	* Cable TV Franchise Tax	309,800	28,019	24,598	7.94%	33.33%
31961	Liens Collected by Trustee	28,000	2,754	0	0.00%	33.33%
32120	Wrecker Licenses	350	0	0	0.00%	33.33%
32200	Alcoholic Beverage Tax	150	77	34	22.47%	33.33%
32210	Beer Licenses & Etc.	7,000	1,979	750	10.71%	33.33%
32220	Liquor Licenses	4,800	1,000	2,850	59.38%	33.33%
32225	Fireworks Fees/Permits	3,000	0	0	0.00%	33.33%
32226	Annual Fireworks Permit Fee	300	0	0	0.00%	33.33%
32610	Building Permits	120,000	51,794	77,754	64.80%	33.33%
32615	Fire Preventions/Permits	2,000	350	650	32.50%	33.33%
32620	Electrical Permits	30,000	7,400	8,540	28.47%	33.33%
32630	Plumbing Permits	12,000	3,555	3,287	27.39%	33.33%
32640	Natural Gas Permits	2,000	618	726	36.30%	33.33%
32650	Excavating Permits (St. Opening	2,500	1,430	1,220	48.80%	33.33%
32660	Zoning Permits	2,000	600	200	10.00%	33.33%
32671	Regular Sign Permits	5,000	1,025	870	17.40%	33.33%
32672	Temporary Sign Permits	300	150	300	100.00%	33.33%
32690	Plan Review Fees	0	50	0	0.00%	33.33%
32691	Tree Trimming Permits	100	40	60	60.00%	33.33%
32905	Other Code Enforcement Fees	20,000	3,715	5,433	27.16%	33.33%
32960	Yard Sale Permits	200	90	50	25.00%	33.33%
32990	Mechanical Permits	10,000	3,635	4,927	49.27%	33.33%
33410	State Law Enforcement Education	37,600	0	0	0.00%	33.33%
33430	State Fire Service Educational Grant	20,000	0	0	0.00%	33.33%
33490	TN Cares Act - 2021	0	0	246,749	0.00%	33.33%
33510	State Sales Tax	2,139,858	492,075	601,924	28.13%	33.33%
33511	Interstate Telecom. Sales Tax	0	1,625	891	0.00%	33.33%
33512	Sportsbetting	0	0	4,397	0.00%	33.33%
33513	Occupcity Tax	0	0	746	0.00%	33.33%
33515	State Sales Tax/Telecommunications	0	0	432	0.00%	33.33%
33520	State Income Tax	0	7,480	0	0.00%	33.33%
33530	** State Beer Tax	13,000	5,174	5,379	41.38%	33.33%
33540	State Mixed Drink Tax	50,000	8,402	22,952	45.90%	33.33%
33552	State-City Streets And Transportation	41,748	10,412	10,328	24.74%	33.33%
33560	Seized/Awarded by State	0	0	0	0.00%	33.33%
33591	* TVA - Gross Receipts Tax	247,552	0	0	0.00%	33.33%
33593	Corporate Excise Tax	6,000	0	0	0.00%	33.33%
34121	Clerks' Fees - Business Tax	1,500	435	485	32.33%	33.33%
34211	Accident Report Charges	1,000	396	435	43.50%	33.33%
34212	Driver Licenses Reinstatement Fee	2,000	680	1,500	75.00%	33.33%
34221	Ridgeside Fire Service Contract	107,807	34,554	35,936	33.33%	33.33%

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
34231	Police Services	0	0	8,876	0.00%	33.33%
34314	Mowing	8,820	0	0	0.00%	33.33%
34500	Donations - New Animal Shelter	2,500	0	500	0.00%	33.33%
34510	Donations - Dog Park	0	0	4,625	0.00%	33.33%
34515	Rabies & Spay/Neuter Cert.	500	30	30	6.00%	33.33%
34516	Registration	1,000	160	105	10.50%	33.33%
34517	Adoption	3,000	1,495	1,215	40.50%	33.33%
34518	Board & Impound Fees	1,000	495	195	19.50%	33.33%
34520	A/S Donations-Designated	2,500	1,420	2,208	88.32%	33.33%
34641	Indoor Soccer Income	135,000	0	1,815	1.34%	33.33%
34642	Community Center Income	13,000	235	6,305	48.50%	33.33%
34643	Outdoor Soccer Fees	60,000	14,501	28,060	46.77%	33.33%
34644	Baseball Fees	25,000	8,394	7,312	29.25%	33.33%
34645	Softball Fees	19,500	7,025	9,025	46.28%	33.33%
34646	Gate	12,000	0	1,125	9.38%	33.33%
34647	McBrien Indoor Facility	8,000	0	150	1.88%	33.33%
34648	Adult League - Softball	35,000	13,670	17,855	51.01%	33.33%
34649	Concerts/Events - Camp Jordan	10,000	2,000	27,649	276.49%	33.33%
34651	Multi-Purpose Building (Arena)	100,000	34,200	47,205	47.20%	33.33%
34652	Pavilion Rental	12,000	6,330	6,455	53.79%	33.33%
34653	Track Rental	3,500	626	0	0.00%	33.33%
34654	Field Rental	85,000	44,850	18,743	22.05%	33.33%
34655	Amphitheater	5,000	1,700	2,350	47.00%	33.33%
34656	Concessions	40,000	9,661	13,782	34.46%	33.33%
34657	Overnight - Rv Rental	12,000	3,800	7,400	61.67%	33.33%
34658	Tournament Team Fees	1,500	0	0	0.00%	33.33%
34712	Sponsorship/Parks & Rec	5,000	0	0	0.00%	33.33%
34720	Football Gate	1,500	0	0	0.00%	33.33%
34751	Basketball Gate	15,000	0	0	0.00%	33.33%
34742	Basketball Player Fees	7,600	195	5,774	75.97%	33.33%
34743	Football Player Fees	10,800	3,658	6,325	58.56%	33.33%
34744	Photography	1,200	0	0	0.00%	33.33%
34745	Vending/Concessions	5,000	261	3,359	67.18%	33.33%
34746	Cheerleading	1,000	655	2,675	267.50%	33.33%
34747	Rent-Arena Equipment	37,000	14,536	14,175	38.31%	33.33%
34749	Soccer Field Rentals	60,000	8,925	3,845	6.41%	33.33%
34760	Library Charges	1,200	40	227	18.96%	33.33%
34761	Library - Copies	1,500	53	201	13.42%	33.33%
34794	Community Center M. Fee	1,500	0	0	0.00%	33.33%
35100	Municipal Court Fines & Costs	325,000	82,141	156,378	48.12%	33.33%
35120	Public Defender Fees	0	0	450	0.00%	33.33%
35150	Diversion Filing	300	0	0	0.00%	33.33%
36100	Interest Earnings	5,000	2,656	436	8.73%	33.33%
36211	Rent - Cell Tower	18,000	5,976	4,308	23.93%	33.33%
36330	Sale Of Equipment	20,000	6,675	34,359	171.79%	33.33%
36350	Insurance Recoveries	20,000	79,025	18,500	92.50%	33.33%
36724	Settlements (Lawsuits)	0	0	0	0.00%	33.33%
36901	Pipes/Culverts	4,000	443	2,709	67.72%	33.33%
36902	Repayment - Damages- Traffic Device	0	0	100	0.00%	33.33%
36903	Christmas Parade	400	0	140	35.00%	33.33%
36905	Designated Police-Sale of Vehicles	0	0	6,390	0.00%	33.33%
36932	Proceeds - Loan/Lease Purchase	0	0	0	0.00%	33.33%
36990	Miscellaneous Revenues	20,000	3,291	20,446	59.28%	33.33%
36992	Hamilton County	0	7,500	0	0.00%	33.33%
37200	AHO - Fines/Court Costs	3,000	60	500	16.67%	33.33%
	Use of Fund Balance		0	0	0.00%	33.33%
	Total Revenues	17,474,719	5,196,767	7,784,321	44.55%	

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
EXPENDITURES						
41000	General Government	1,674,315	597,195	733,766	43.82%	33.33%
41100	Administrative	1,034,733	339,028	379,304	36.66%	33.33%
41111	City Council	120,222	24,287	60,795	50.57%	33.33%
41210	Municipal Court	342,755	86,131	115,238	33.62%	33.33%
41520	City Attorney	122,075	27,238	31,198	25.56%	33.33%
41800	Buildings & Grounds Maintenance	305,508	87,484	80,565	26.37%	33.33%
41900	City Hall Complex	43,103	16,051	15,024	34.86%	33.33%
42100	Police	1,619,367	826,420	1,079,650	66.67%	33.33%
42121	Criminal Investigation	524,703	214,761	246,294	29.86%	33.33%
42123	Patrol	2,433,035	706,205	854,872	35.14%	33.33%
42125	Traffic Division	151,586	57,023	28,928	19.08%	33.33%
42200	Fire Department	2,453,986	820,426	809,523	32.99%	33.33%
42400	Building/Planning/Zoning	655,029	205,667	211,775	32.33%	33.33%
43110	Highway And Street	734,910	133,001	134,117	18.25%	33.33%
43120	Traffic Control & Street Markers	322,798	74,285	86,862	26.91%	33.33%
43150	Grants	0	0	0	0.00%	33.33%
43170	Transfer Station/Brush Pit/Fleet	7,600	3,102	2,371	31.19%	33.33%
44140	Animal Control	262,618	74,971	91,383	34.80%	33.33%
44410	Parks and Recreation	842,536	257,061	298,261	35.40%	33.33%
44420	Multi-Purpose Recreation Bldg	233,692	81,756	80,287	34.36%	33.33%
44430	Community Center	199,773	35,325	50,359	25.21%	33.33%
44440	ERHS Complex	0	0	0	0.00%	33.33%
44450	McBrien Complex	18,350	4,151	3,607	19.66%	33.33%
44610	Soccer - Recreation	55,000	6,192	5,831	10.60%	33.33%
44620	Soccer - Indoor	64,550	0	0	0.00%	33.33%
44630	Baseball/Softball	59,400	19,458	14,878	25.05%	33.33%
44640	Football/Cheer	10,450	3,097	7,399	70.80%	33.33%
44650	Adult Softball	29,850	0	18,684	62.59%	33.33%
44700	Basketball	14,750	0	75	0.51%	33.33%
44710	Adult Basketball	4,350	13,233	3,717	85.45%	33.33%
44800	Libraries	218,527	63,582	80,789	36.97%	33.33%
44810	History Museum	400	102	102	25.49%	33.33%
46500	Community Development Programs	5,000	855	2,738	54.75%	33.33%
47200	Economic Development	2,519,431	2,092,307	2,558,437	101.55%	33.33%
49100	Debt Service	90,317	117,020	0	0.00%	33.33%
49400	Capital Projects - Transfer Out	0	0	0	0.00%	33.33%
	Total Expenditures	17,174,719	6,987,413	8,086,829	46.28%	
Total	## General Fund	0	-1,788,846	-302,508		

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
121 State Street Aid						
REVENUE						
33450	State TIP Grant	1,075,085	0	0	0.00%	33.33%
33550	2017 Gas Tax	175,000	33,136	66,204	37.83%	33.33%
33551	State Gasoline And Motor Fuel Tax	570,000	95,617	191,010	33.51%	33.33%
36100	Interest Earnings	100	35	44	44.42%	33.33%
36330	Sale of Equipment	0	0	1,440	0.00%	33.33%
	Total Revenues and Other Sources	1,820,185	128,788	258,698	14.21%	33.33%
EXPENDITURES						
43190	State Street Aid	1,660,856	84,170	76,148	3.28%	33.33%
	Total Expenditures	1,660,856	84,170	76,148	4.58%	33.33%
Total	## State Street Aid Fund	159,329	44,618	182,550		

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
122 Grant Fund						
REVENUE						
33114	TML Driver Safety Grant	4,000	0	0	0.00%	33.33%
33425	Aquatic Stream Clean Grant	1,000	1,000	0	0.00%	33.33%
33493	TML Safety Grant	3,000	0	0	0.00%	33.33%
33574	State - Equipment Recycling Grant	0	0	0	0.00%	33.33%
36100	Interest Earnings	0	16	8	0.00%	33.33%
36420	Police Traffic Safety Grant	13,500	0	2,987	22.13%	33.33%
36421	TN AM Grants	0	0	0	0.00%	33.33%
36422	Target Grant	1,000	0	0	0.00%	33.33%
36423	Maddie's Fund	0	0	0	0.00%	33.33%
36424	Governor's Grant	0	493,968	0	0.00%	33.33%
36425	DOJ Covid 19 Grant	0	0	0	0.00%	33.33%
36426	TN Cares Grant - Library	0	0	0	0.00%	33.33%
36427	Covid-19 Homeland Security	0	0	0	0.00%	33.33%
36711	Safety Conservation Grant	4,000	0	0	0.00%	33.33%
36920	THS089-Police	0	0	2,522	0.00%	33.33%
36921	Homeland Security - Police	0	0	0	0.00%	33.33%
36922	Homeland Security - Fire	0	0	0	0.00%	33.33%
36924	GHSO (2016) Traffic	0	0	0	0.00%	33.33%
36925	BYRNE Grants - DOJ	0	0	0	0.00%	33.33%
36962	Operating Transfers-Capital Projects	17,000	0	0	0.00%	33.33%
	Total Revenues and Other Sources	43,500	494,984	5,518	12.38%	33.33%
EXPENDITURES						
41000	General Government	157,000	146,336	0	0.00%	33.33%
43150	Grants	43,500	11,527	358,885	825.02%	33.33%
	Total Expenditures	43,500	157,864	358,885	824.28%	33.33%
Total	## Grant Fund	0	-337,120	-358,878		

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
127 Drug Investigation Fund						
REVENUE						
33197	Federal/State Grants	10,000	0	10,988	109.88%	33.33%
33560	Seized/Awarded by State	35,000	0	31,077	88.79%	33.33%
35200	Drug Fines	20,000	3,493	7,391	36.95%	33.33%
35400	Sale of Confiscated Property	0	0	500	0.00%	33.33%
	Total Revenues and Other Sources	65,000	3,493	49,956	76.86%	33.33%
EXPENDITURES						
42129	Drug Investigation and Control	65,000	53,573	69,747	17.30%	33.33%
	Total Expenditures	65,000	53,573	69,747	107.30%	33.33%
Total	## Drug Investigation Fund	0	-50,080	-19,791		

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
130 Economic Development Fund						
REVENUE						
31611	Incremental State Sales Tax Revenue	2,463,461	2,050,453	2,523,468	102.44%	33.33%
	Interest Earnings	150	4	11	7.03%	33.33%
	Transfer In	0	0	0	0.00%	33.33%
	Total Revenues and Other Sources	2,463,611	2,050,458	2,523,478	86.68%	33.33%
EXPENDITURES						
	Economic Development	1,868,258	1,888,258	2,697,742	144.40%	33.33%
	Debt Payment	595,173	0	0	0.00%	33.33%
	Total Expenditures	2,463,431	1,888,258	2,697,742	109.51%	33.33%
Total	## Economic Development Fund	150	162,200	-174,264		

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
131 Solid Waste Fund						
REVENUE						
34416	Special Assessment - Garbage	1,503,360	3,355	1,488	0.10%	33.33%
34418	Extra Cans	1,000	860	480	48.00%	33.33%
34420	Dumpster Rentals	7,500	3,000	1,338	17.83%	33.33%
34421	Recycling Rev	250	0	0	0.00%	33.33%
34422	Recycling - Transfer Station	1,600	839	1,779	111.16%	33.33%
34426	Sale Of Mulch	2,500	2,907	10	0.40%	33.33%
34430	Refuse Collection And Disposal	7,500	1,228	961	12.81%	33.33%
36330	Sale of Equipment	5,000	0	0	0.00%	33.33%
36350	Insurance Recoveries	0	796	0	0.00%	33.33%
	Total Revenues and Other Sources	1,528,710	12,985	6,056	0.04%	33.33%
EXPENDITURES						
43200	Solid Waste	1,400,041	432,574	391,875	27.99%	33.33%
	Total Expenditures	1,400,041	432,574	391,875	27.99%	33.33%
Total	## Solid Waste Fund	128.669	-419.589	-385.819		

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
212 TML Loan Fund						
REVENUE						
31920	Room Occupancy Tax	400,000	146,437	187,147	46.79%	33.33%
36100	Interest Earnings	1,000	214	257	51.44%	33.33%
37940	Transfer In	887,931	286,793	0	0.00%	33.33%
	Total Revenues and Other Sources	1,288,931	433,444	187,404	14.55%	33.33%
EXPENDITURES						
49100	CJ Parkway Streetscape	74,518	0	0	0.00%	33.33%
49110	Camp Jordan - Phase One - 2019	168,111	0	0	0.00%	33.33%
49111	Camp Jordan - Phase Two - 2020	144,450	0	0	0.00%	33.33%
49200	2004 - Camp Jordan/Fire Station 2	203,480	2,343	0	0.00%	33.33%
49300	2015 - BAN Conversion	90,317	5,108	0	0.00%	33.33%
49310	2015 - Exit One/Capital Projects	207,325	69,363	68,663	33.12%	33.33%
49320	2017 - Exit One - I75	313,330	258,541	0	0.00%	33.33%
49410	Public Safety - Capital Outlay Note	66,910	0	0	0.00%	33.33%
49411	Public Safety - Capital Outlay Note	35,924	0	0	0.00%	33.33%
49412	Public Safety - Capital Outlay Note	30,000	0	0	0.00%	33.33%
49420	Public Works - Capital Outlay Note	35,235	2,180	0	0.00%	33.33%
	Total Expenditures	1,369,600	337,535	68,663	5.01%	33.33%
Total	## TML Loan Fund	-81,169	95,909	118,741		

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
341 Capital Projects Fund						
REVENUE						
33120	TDOT 2015 Multi Modal Grant	2,722,562	0	0	0.00%	33.33%
33559	Grant - State of TN	500,000	0	0	0.00%	33.33%
36915	Bond Proceeds	763,366	0	664,713	87.08%	33.33%
37940	Operating Transfers - Other Funds	299,181	115,852	336,968	112.63%	33.33%
	Total Revenues and Other Sources	4,285,109	115,852	1,001,681	23.38%	33.33%
EXPENDITURES						
41100	Administrative	0	235	30	0.00%	33.33%
41800	Bldg & Grounds/Maintenance	338,341	0	51,733	15.29%	33.33%
43110	Highway And Street	2,000,000	1,800	0	0.00%	33.33%
43121	North Mack Smith Road	50,000	0	238,143	476.29%	33.33%
43122	Resurfacing Projects	156,968	0	0	0.00%	33.33%
44410	Parks & Recreation	763,366	0	513,609	67.28%	33.33%
44421	Splash Pad/Playground	931,434	0	13,416	1.44%	33.33%
44422	Springvale Park	15,000	0	0	0.00%	33.33%
47200	Economic Development	30,000	0	0	0.00%	33.33%
	Total Expenditures	4,285,109	2,035	816,931	19.06%	33.33%
Total	## Capital Projects Fund	0	113,818	184,750		



City of East Ridge

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

Finance Department
Diane Qualls, Director

ORDINANCE NO. 1155

MEMO

TO: Mayor, Council, and City Manager

FROM: Diane Qualls, CMFO

DATE: January 21, 2022

RE: Budget Amendment

This is the first budget amendment for FY 2022. I have amended all funds except for State Street Aid Fund and have also created a new fund for the ARPA funds that the City has received.

- **Administration has such a large increase due to the transfer out to the Solid Waste Fund and the Stormwater Improvement Fund.**
- **Police Administration is due to the purchase of vehicles, two that were ordered during last years' budget, but not received until this year. Additional vehicles were ordered this year using the Governor's grant, plus one was authorized by Council to replace the car that was totaled due to a fire.**
- **The Fire Department is due to the Engine that has been ordered.**

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

ORDINANCE NO. 1155

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE FISCAL YEAR 2022 OPERATING BUDGET, ORDINANCE NO. 1147, FOR VARIOUS EXPENDITURES IN THE GENERAL FUND USING FUND BALANCE

WHEREAS, Ordinance No. 1147 provided for the revenue for the City of East Ridge, Tennessee, for the fiscal year July 1, 2021 to June 30, 2022 and appropriated such revenue for the payment of expenses of the municipal government, and made certain other provisions with respect to the financial operation of the City of East Ridge, and

WHEREAS, it is necessary and appropriate that said Ordinance No. 1147 be amended by changing the revenues and expenditures of the General Fund, Grant Fund, Drug Fund, Economic Development Fund, Solid Waste Fund, Debt Service Fund, Capital Projects Fund, and to create the Stormwater Improvement Fund; and

WHEREAS, T.C.A. §6-56-208 allows the governing body of a municipality to amend the annual budget ordinance in the same manner as any other ordinance may be amended; and

WHEREAS, the Council finds that the proposed budget amendment is for legitimate municipal purposes and consistent with applicable law; and

WHEREAS, the Council has general authority to adopt an ordinance relative to the management and control of the finances of the municipality that is for the good of the government, protection of its citizens, and necessary and proper for carrying out the power granted to the Council pursuant to applicable law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that, pursuant to the Municipal Budget Law of 1982, as amended and codified at Tennessee Code Annotated §6-56-201 *et seq.*, Ordinance No. 1147 is and the same hereby shall be amended as follows:

General Fund	Budget	Amendment	Final
Revenues			
Inc. State Sales Tax Revenue	2,931,269	846,414	3,777,683
TN Cares Act – 2021	0	246,749	246,749
TEMA/FEMA 20/21	0	213,261	213,261
Donations – New Shelter	2,500	2,500	5,000
Concerts/Events	10,000	17,000	27,000
Football Gate	1,500	3,200	4,700
Basketball Player Fees	7,600	3,000	10,600
Sale of Equipment	20,000	30,000	50,000
ARPA Funds	0	3,142,492	3,142,492
Loan Proceeds	0	696,079	696,079
Total Budget (Amended)	17,474,719	5,200,695	22,675,414
Expenditures			
General Government	1,674,315	-600,000	1,074,315
Administration	1,034,733	3,519,876	4,554,609
Council	120,222	11,500	131,722
Court	342,755	5,261	348,016
Bldg/Maintenance	305,508	18,157	323,665
Police Administration	1,619,367	442,365	2,061,732
Patrol	2,433,035	118,358	2,551,393
Traffic Division	151,586	4,404	155,990
Fire	2,453,986	839,009	3,292,995
Bldg/Codes/Planning	655,029	23,222	678,251
Animal Shelter	262,618	36,692	299,310
Parks and Recreation	842,536	51,686	894,222
Community Center	199,773	8,536	208,309
Libraries	218,527	61,419	279,946
Community Dev Programs	5,000	5,000	10,000
Economic Development	2,519,431	60,037	2,579,468
Debt Payments	90,317	595,173	685,490
Total Budget (Amended)	17,474,719	5,200,695	22,675,414

Grant Fund	Budget	Amendment	Final
Revenues			
Homeland Security – Fire	0	20,000	20,000
Use of Fund Balance	0	336,968	336,968
Total Budget (Amended)	43,500	356,968	400,468
Expenditures			
Homeland Security – Fire	0	20,000	20,000
Transfer to Other Funds	0	336,968	336,968
Total Budget (Amended)	43,500	356,968	400,468

Drug Fund	Budget	Amendment	Final
Revenues			
Federal/State Grants	10,000	20,000	30,000
Seized/Awarded by State	35,000	15,000	50,000
Total Budget (Amended)	65,000	35,000	100,000
Expenditures			
Drug Investigation	65,000	35,000	100,000
Total Budget (Amended)	65,000	35,000	100,000

Economic Development Fund	Budget	Amendment	Final
Revenues			
Inc. State Sales Tax Revenue	2,463,431	711,210	3,174,641
Use of Fund Balance	0	118,124	118,124
Total Budget (Amended)	2,463,581	829,334	3,292,915
Expenditures			
Incentives	1,868,258	829,484	2,674,742
Total Budget (Amended)	2,463,431	829,484,	3,292,915

Solid Waste Fund	Budget	Amendment	Final
Revenues			
TEMA/FEMA 2021	0	157,520	157,520
Insurance Recovery	0	164,947	164,947
Total Budget (Amended)	1,528,710	322,467	1,851,177
Expenditures			
Capital Purchase	0	322,467	322,467
Total Budget (Amended)	1,400,041	322,467	1,722,508

Debt Service Fund	Budget	Amendment	Final
Revenues			
Hotel/Motel Tax	400,000	78,097	478,097
Total Budget (Amended)	4,285,109	78,097	4,363,206
Expenditures			
CJ Parkway Streetscape	74,518	-74,518	0
CJ Phase One	168,111	-168,111	0
Debt Payment (2004)	203,480	-203,480	0
BAN Loan	90,317	-90,317	0
GOB-Pkwy/Exit One	207,325	-207,325	0
Capital Note (Sweeper)	35,235	-35,235	0
GOB Refunding Bonds	0	857,083	857,083
Total Budget (Amended)	4,285,109	78,097	4,363,206

Capital Projects Fund	Budget	Amendment	Final
Revenues			
Dog Park Grant	0	25,000	25,000
Total Budget (Amended)	4,285,109	25,000	4,310,109
Expenditures			
Dog Park – Town Center	0	25,000	25,000
Total Budget (Amended)	4,285,109	25,000	4,310,109

Stormwater Improvement Fund	Budget	Amendment	Final
Revenues			
ARPA Funds	0	3,142,492	3,142,492
Total Budget (Amended)	0	3,142,492	3,142,492
Expenditures			
Stormwater Projects	0	3,142,492	3,142,492
Total Budget (Amended)	0	3,142,492	3,142,492

BE IT FURTHER ORDAINED, that to the extent required, a true and correct copy of this ordinance showing the approved budget amendments shall be filed with the applicable agency or entity as required by law.

BE IT FURTHER ORDAINED, that if any section, clause, provision, or portion of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, such holdings shall not affect any other section, clause, provision, or portion of this Ordinance.

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

Approved on first reading _____

Approved on second reading _____

Brian W. Williams, Mayor

ATTEST:

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

Finance Department
Diane Qualls, Director

RESOLUTION NO. 3232

MEMO

TO: Mayor, Council and City Manager

FROM: Diane Qualls, CMFO

DATE: 01/18/2022

RE: Purchase of Sanitation & Recycling Carts

Staff is requesting that the City purchase additional carts for the Solid Waste Management Department. These are to replace carts that have been in use since the new program began over 10 years ago. With the increase in new homes and businesses, the City continues to increase our base of operation in both solid waste and recycling.

The costs for these carts are as follows:

Sanitation Carts	\$ 8,700.00
Recycling Carts	<u>\$ 8,700.00</u>
Total Costs	\$ 17,400.00

This does not include freight, which is approximately \$ 1,624.00; however, the total freight cost will not be known until the carts are shipped. These carts will be purchased from Otto Environmental Systems North America, Inc. which is part of the Houston Galveston Area Council Cooperative Purchasing Program known as HGACBUY.

RESOLUTION NO. 3232

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE 150 95-GALLON TRASH CARTS AND 150 95-GALLON RECYCLE CARTS FROM OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, INC. THROUGH THE HOUSTON GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM, (“HGACBUY”)

WHEREAS, the East Ridge Sanitation Department wishes to purchase 150 new trash carts and 150 new recycle carts to meet the needs of citizens; and

WHEREAS, pursuant to Resolution No. 3165, the City of East Ridge is allowed to purchase through membership in the HGACBUY program, which uses a competitive solicitation and selection process to competitively bid out a variety of goods, products, and services to local governments, eliminating the need for the City to obtain competitive bids; and

WHEREAS, the HGACBUY contract price for 150 trash carts and 150 recycle carts from Otto Environmental Systems North America, Inc. is \$17,400.00, with an approximate freight cost of \$1,624.00; however, the total freight cost will not be known until shipped.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is authorized to purchase, and execute all documents necessary to purchase, 150 trash carts and 150 recycle carts from Otto Environmental Systems North America, Inc. through the HGACBUY program for a total of \$17,400.00, with an approximate freight cost of \$1,624.00.

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

Adopted this _____ day of _____, 2022.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



Quote: 16474

Robert Parker
 City of East Ridge
 1015 Yale Street
 East Ridge TN 37412

Dear Robert,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to City of East Ridge. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: January 12, 2022 - February 11, 2022

Line	Product	Description	Quantity	Net Price	Net Value
50	9786868-FI00C000H0-EASTRIDTNR01	95 Gal Mil TRASH Cart EASTRIDTN (SK)	150 Each	58.00 USD / 1 Each	8,700.00 USD
List Price				58.00 USD / 1 Each	8,700.00 USD
Freight				812.00 USD	812.00 USD
Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart Base Color: 68 - Dark Blue Lid Color: 68 - Dark Blue Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD					

Total Item Net Value	8,700.00 USD
Freight	812.00 USD
Total	9,512.00 USD

Payment Terms: 30 days net

All Credit Card transactions are subject to a 2.5% processing fee.

Orders containing premium colors may or may not include extended lead times.

Sincerely,

John Van Ness

John.VanNess@otto-usa.com

HIGAE

Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, NC 28273



Quote: 16467

Robert Parker
City of East Ridge
1015 Yale Street
East Ridge TN 37412

Dear Robert,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to City of East Ridge. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: January 12, 2022 - February 11, 2022

Line	Product	Description	Quantity	Net Price	Net Value
40	9787878-F100C000H0-EASTRIDTNR01	95 Gal Mil Recycle Cart EASTRIDTN (SK)	150 Each	58.00 USD / 1 Each	8,700.00 USD
List Price				58.00 USD / 1 Each	8,700.00 USD
Freight				812.00 USD	812.00 USD
Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart Base Color: 78 - Kelly Green Lid Color: 78 - Kelly Green Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD					

Total Item Net Value	8,700.00 USD
Freight	812.00 USD
Total	9,512.00 USD

Payment Terms: 30 days net

All Credit Card transactions are subject to a 2.5% processing fee.

Orders containing premium colors may or may not include extended lead times.

Sincerely,

John Van Ness

John.VanNess@otto-usa.com



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. 3233

AGENDA MEMORANDUM

TO: Mayor and City Council - City Manager

FROM: Chief Stan Allen

SUBJECT: Vehicle Purchase – Statewide Contract #209-72318

DATE: January 19, 2022

The Police Department is requesting to purchase one 2022 Ford Interceptor SUV from Lonnie Cobb Ford on Statewide Contract #209-72318, to replace a Ford Interceptor sedan that was a total loss due to a crash. The total cost of the vehicle, including added equipment, would be \$41,839.00. The city received \$7,675.00 from the insurance company on the crashed car and \$5,697.00 from the sale of surplus vehicles sold. For the new SUV, \$7,995.00 of the drug fund can be used for the added police equipment. Fund balance would have to be used for the remaining \$20,472.00.

RESOLUTION NO. 3233

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE (1) 2022 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 was a total loss due to a crash; 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 2022 Ford Interceptor SUV from Lonnie Cobb Ford on the Tennessee Statewide Vehicle Contract is as follows:

- \$41,839 Total price including cost of equipment
- \$ 7,995 Cost of equipment to be paid from Drug Fund
- \$ 7,675 Insurance proceeds from loss of vehicle
- \$ 5,697 Proceeds from sale of vehicle as surplus
- \$20,472 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) 2022 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 including cost of equipment
- \$ 7,995 Cost of equipment to be paid from Drug Fund
- \$ 7,675 Insurance proceeds from loss of vehicle
- \$ 5,697 Proceeds from sale of vehicle as surplus
- \$20,472 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 _____, 2022.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3234

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: January 19, 2022
RE: Development Agreement – JPP Properties, LLC

JPP Properties, LLC (“Developer”), intends to develop a wine and spirit package store 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:

- 6009 Ringgold Road, East Ridge, Tennessee 37412
- tax map number: 169L_B_011

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 10,000 which amount exceeds the minimum requirement of 7,500; improving entire corner entrance and access, and purchasing higher quality inventory. 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 would be generated on the aforementioned property.

RESOLUTION NO. 3234

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

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

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

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

WHEREAS, JPP Properties, LLC (“Developer”) owns certain property at 6009 Ringgold Road, East Ridge, Tennessee tax map number 169L_B_011 (the “Property”), and intends to construct an economic development project within the meaning of the Border Region Act (collectively the “Project”) to accompany the Extraordinary Retail Facility as defined by the Border Region Retail Tourism Development District Act, codified as Tenn. Code Ann. §§ 7-40-101 et seq. (“Border Region Act”), such economic development project expected to be a wine and spirit package 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 10,000sf which amount exceeds the minimum requirement of 7,500sf, improving entire corner entrance and access, and purchasing higher quality inventory; 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 _____ 2022

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

A	B	C	D	E	F	G	H	I	
1	East Ridge Cork and Bottle								1/19/2022 16:45
2	BORDER REGION SALES TAXES								
3	Property Address	Tax ID Parcel	Border Region %	Average Annual Sales	Average Annual Border Region Sales Collected	Aggregate Border Region Sales Collected	FY 2012 Baseline		
4	6009 Ringgold Rd.	169L_B_011	4.125	\$ 3,600,000.00	\$146,487.00	\$146,487.00	\$2,013.00		
5	6009 Ringgold Rd. (10YR)	169L_B_012	4.125	\$ 4,528,041.31	\$184,768.70	\$1,847,687.04			
6	6009 Ringgold Rd. (15YR)	169L_B_013	4.125	\$ 5,178,855.26	\$211,614.78	\$3,174,221.69			
7	6009 Ringgold Rd. (20YR)	169L_B_014	4.125	\$ 5,951,871.74	\$243,501.71	\$4,870,034.18			
8	6009 Ringgold Rd. (25YR)	169L_B_015	4.125	\$ 6,872,702.23	\$281,485.97	\$7,037,149.17			
9									
10									
11	RETURN ON INVESTMENT								
12									
13	Developer Investment	\$3,559,997.26							
14									
15	Return on Investment	Amount							
16		98.84%							
		\$3,518,574.59							

**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 , 2022, 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 JPP PROPERTIES, LLC, a Tennessee limited liability company (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"):

- 6009 Ringgold Road, East Ridge, Tennessee 37412
- tax map number: 169L_B_011

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 10,000sf which amount exceeds the minimum requirement of 7,500sf; 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 10,000sf, 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 East Ridge City 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 approximately Two Thousand Dollars (\$2,000.00).

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

Project State Tax Revenues shared between Developer and the City	
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 30th of each year (a "Fiscal Year"), for each and every eligible cost for which the Developer claims reimbursement hereunder and shall update such list from time to time on at least an annual basis as additional costs are incurred at such times as are needed to permit the City and/or the IDB to submit such costs for approval by the Developer with respect to debt incurred to finance costs related to the Project Property; provided that in no event shall the annual interest rate on the debt resulting in any interest expense to be reimbursed exceed the highest lawful rate under applicable state law if other than Tennessee or federal law or if no such other law is applicable, under the Tennessee formula rate (within the meaning of T.C.A. § 47-14-103) at the time such debt was incurred. The Annual Incentive Amount payable to the Developer pursuant to this Agreement shall be payable solely from Project State Tax Revenues allocated to the IDB. The IDB and/or the City will submit the cost certification summaries required by the Border Region Act on an annual basis and shall request a distribution from the State of all eligible Allocated State Tax Revenues, including all

amounts payable to the Developer as provided in this Agreement. The parties will fully cooperate in submitting such cost certifications. The Annual Incentive Amount shall be paid to the Developer within thirty (30) days after the City receives its annual allocation of Allocated State Tax Revenues from the State of Tennessee under the Border Region Act; provided, however, any Annual Incentive Amount is expressly subject to (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 Regin 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 "Indemnitee") with respect to, and hold each Indemnitee harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel for any Indemnitee in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnitee shall be designated a party thereto) which may be imposed on, incurred by, or asserted against such Indemnitee, in any way relating to or arising out of this Agreement (other than as a result of a breach hereof by the IDB), or the development of the Project or the submission of any certificate or report to the State by the IDB or the City in reliance on information provided by the Developer ("Indemnification Liabilities"). The Developer shall reimburse each Indemnitee on demand from time to time for all Indemnification Liabilities incurred by such Indemnitee. Each Indemnitee will promptly notify the Developer of the commencement of any proceeding involving it in respect of which indemnification may be sought pursuant to this Section. The obligations of the Developer under this Section 5.02 shall survive the termination of this Agreement.

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

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

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

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

If to the Developer to:

JPP PROPERTIES, LLC
6009 Ringgold Road
East Ridge, Tennessee 37412

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), as amended, 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 _____ 2022.

Notary Public
My Commission Expires: _____

JPP PROPERTIES, LLC

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 JPP PROPERTIES, LLC 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 JPP PROPERTIES, LLC.

WITNESS my hand and official seal this ___ day of _____ 2022.

Notary Public
My Commission Expires: _____

SITE INFORMATION
 ADDRESS 80W RINGGOLD RD. CHATTANOOGA TN
 CURRENT OWNER JPP PROPERTIES, LLC
 PROPERTY LENGTH 559.82 FT
 PROPERTY WIDTH 18.02238 SF
 ZONING C-2

APPLICABLE ZONING REGULATIONS
ZONING C-2: GENERAL COMMERCIAL DISTRICT

C-2 USER: THIS DISTRICT IS INTENDED FOR RETAIL BUSINESS UNLESS OTHERWISE SPECIFIED.
PERMITTED USES: ALL STORES OR SHOPS INTENDED FOR RETAIL BUSINESS UNLESS OTHERWISE SPECIFIED.
PROHIBITED USES: ALL STORES OR SHOPS INTENDED FOR RETAIL BUSINESS UNLESS OTHERWISE SPECIFIED.
YARD REQUIREMENTS:
 SIDE YARD SETBACK: 10' WHERE ADJOINING RESIDENTIAL ZONE
 REAR YARD SETBACK: 10' WHERE ADJOINING RESIDENTIAL ZONE
 DISTANCE BETWEEN BUILDINGS SHALL BE AT LEAST 10'
 MAXIMUM IMPERVIOUS SURFACE: NOT LISTED
 MINIMUM GREEN SPACE: NOT LISTED

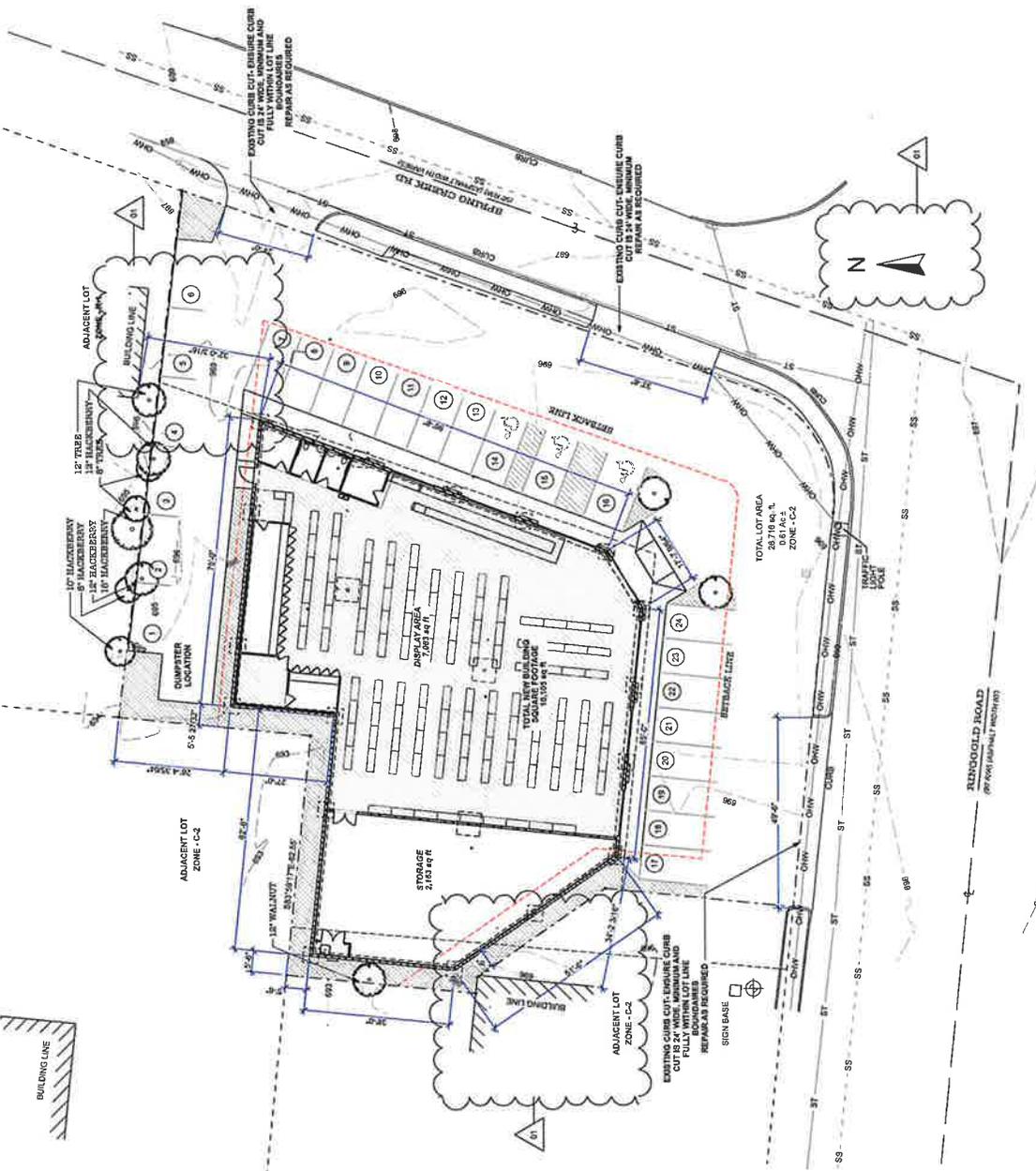
LANDSCAPE REQUIREMENTS:
 RETAIL UNDER 25,000 SF: 4 SPACES PER 1,000 G.L.A. FOR RETAIL USES
 RETAIL OVER 25,000 SF: 1 SPACE PER EVERY 10,000 SF OF COMMERCIAL USE SPACE
LANDSCAPE REQUIREMENTS:
 LANDSCAPING DOES NOT INCLUDE SCREENING REQUIREMENTS BETWEEN 2 PROPERTIES ARE ZONED C-2
LIQUOR STORE REQUIREMENTS:
 LOCATION DISTRICT FOR LIQUOR LICENSE: DISTRICT B
 REQUIRED MINIMUM DISPLAY AREA WITHIN THE STORE: 1,000 SF



MUNICIPAL INSPECTION PA REVIEW - ENFORCE

Plans Reviewed for Code
 International Building Code

- NOTES FOR SUBMITTER:**
- NO ZONING INFORMATION PROVIDED TO SUBMITTER.
 - CHECK LOCAL GOVERNMENT FOR ALL ZONING REGULATIONS FOR SITE.
 - CONTRACTOR SHALL VERIFY ALL UTILITIES ARE CORRECTLY LOCATED AND DEPT. CONTACT LOCAL UTILITY COMPANIES FOR MORE ACCURATE DATA AND DEPT. CONTACT LOCAL UTILITY COMPANIES FOR MORE ACCURATE DATA AND DEPT. CONTACT LOCAL UTILITY COMPANIES FOR MORE ACCURATE DATA.
 - UTILITIES UNDERGROUND UTILITIES ARE SHOWN IN RED. OTHER UNDERGROUND UTILITIES UNDERGROUND UTILITIES ARE SHOWN IN BLUE.
 - CONTRACTOR SHALL VERIFY ALL UTILITIES ARE CORRECTLY LOCATED AND DEPT. CONTACT LOCAL UTILITY COMPANIES FOR MORE ACCURATE DATA.
 - CONTRACTOR SHALL VERIFY ALL UTILITIES ARE CORRECTLY LOCATED AND DEPT. CONTACT LOCAL UTILITY COMPANIES FOR MORE ACCURATE DATA.
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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. 3235

AGENDA MEMORANDUM

TO: Mayor and City Council - City Manager

FROM: Chief Stan Allen

SUBJECT: Vehicle Purchase

DATE: January 24, 2022

The Police Department is requesting to purchase a vehicle through the State-wide contract, to use as an undercover vehicle. The drug fund monies would be used for the purchase. The cost of the vehicle is \$25,292.20.

RESOLUTION NO. 3235

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE (1) VEHICLE THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b), TO BE USED IN UNDERCOVER POLICE OPERATIONS

WHEREAS, the City of East Ridge Police Department is in need of one (1) vehicle, to be used in undercover police operations; and

WHEREAS, staff has located a vehicle for a total cost of \$25,292.20 through the Tennessee Department of General Services State-Wide Contract, pursuant to Tennessee Code Annotated 12-3-1201(b) ; and

WHEREAS, purchase of the vehicle would come from the Drug Fund.

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) vehicle through the Tennessee Department of General Services State-Wide Contract, pursuant to Tennessee Code Annotated 12-3-1201(b), to be used in undercover police operations; and

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 _____, 2022.

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. 3236

AGENDA MEMORANDUM

TO: Mayor and City Council - City Manager

FROM: Chief Stan Allen

SUBJECT: K9 Ballistic Vest Donation

DATE: January 25, 2022

Stacy Prater with the KC Candle Company has offered to donate a new canine ballistic vest to the East Ridge Police Department.

The KC Candle Company is a locally owned business that also sponsors the Candles for K-9 Program. Through this program, the company collects donations that are used to support K9 programs in the area. In July 2021, the program donated ballistic vests to working canines in the Hamilton County Sheriff's Office and the Tennessee Highway Patrol.

The KC Candle Company is prepared to donate a Tex 10, K9 Ballistic Vest valued at \$800. The ballistic vest has been purchased through Elite K9 a reputable online distributor of police and military working dog equipment. The vest is black in color, covers the vital organs of a German Shepherd size dog, and has POLICE emblems on both sides.

The donation would provide essential ballistic protection for the Police Department's newest K9 Officer - Quest.

RESOLUTION NO. 3236

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO ACCEPT A DONATION FROM KC CANDLE COMPANY OF A NEW CANINE BALLISTIC VEST FOR THE EAST RIDGE POLICE DEPARTMENT

WHEREAS, the East Ridge Police Department has a new canine officer and is in need of a ballistic vest to protect the dog; and

WHEREAS, KC Candle Company is a locally owned business that also sponsors the Candles for K-9 Program, which collects donations used to support K-9 programs in the area; and

WHEREAS, KC Candle Company wishes to donate a ballistic vest for the City's new canine officer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the City is hereby authorized to gratefully accept the donation of a ballistic vest for the City's new canine officer.

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 _____ 2022.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



P.O. Box 8127
Chattanooga, Tennessee 37414

Telephone (423) 529-5290
Direct (423)280-6295
Facsimile (800) 874-0680
mark@lpafirm.com

MEMORANDUM

TO: East Ridge City Council

FROM: Mark W. Litchford

DATE: January 25, 2022

RE: Rezoning: 495 Camp Jordan Parkway

Applicant Exit One III, LLC has requested rezoning of approximately 1.71 acres at Jordan Crossing from C-1 to O-2 to build a new emergency care facility. The purpose for constructing the facility is to provide additional emergency amenities for the city and guests at Camp Jordan Park.



Zoning Change Application Form

CASE NUMBER: 2022-0035		Date Submitted: 01/06/2022	
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezoned From: C-1		Rezoned To: O-2	Total acres in request area: 1.71
2 Property Information			
Property Address: 495 Camp Jordan Pkwy		Property Tax Map Number 170I-A-037.09	
3 Proposed Development			
Reason for request/Project description:	Build a new Emergency Care Facility		
4 Site Characteristics			
Current Use:	Vacant		
Adjacent Uses:	Retail/Hospitality		
5 Applicant Information			
Name: Exit One III, LLC Ethan Wood			
Address (street, city, state, zip): 115 Cedar Ln, Chattanooga, TN 37421			
Phone: 423-899-7737		Email: ewood@mplconstruction.com	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
x	← If the Applicants Information is the same as the Property Owners, please check the box to the left.		
6 Property Owner Information <i>Only fill out this section if applicant is <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:	
7 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: See Submitted Application		Date:	
Office Use Only:			
Checklist			
x	Application	x	Site Plan
x	Property Cards	x	Deeds
x	Application Fee: \$635	Cash	Credit
x	Notice signs	Number of notice signs: 1	
Municipality: East Ridge		Planning District: 6	Neighborhood: None
County Commission District: 8		City Council District: 0	
PC meeting date: East Ridge		Application processed by: Jennifer Ware	
Staff Recommendation :		PC Action/Date:	Legislative Action/Date/Ordinance:

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

CASE NUMBER: 2022-0035	APPLICANT: Exit One III, LLC Ethan Wood	PROPERTY OWNER: Exit One III LLC
PROPERTY ADDRESS: 495 Camp Jordan Parkway	TAX MAP PARCEL ID: 17I-A-037.09	JURISDICTION: East Ridge
SIZE OF PROPERTY: 1.71 acres	REQUEST: Rezone from C-1 to O-2 to build a new emergency care facility.	

REASON FOR REQUEST/PROPOSED USE: A request to rezone from C-1 Commercial District to O-2 Hospital and Institution District to build a new emergency care facility.

PROPERTY DESCRIPTION

EXISTING LAND USE Vacant	SURROUNDING LAND USES North: Vacant East: Single-Family Residential South: Commercial West: Commercial		ACCESS Camp Jordan Parkway
TRANSPORTATION Camp Jordan Parkway is a Local Street.	PROPOSED RESIDENTIAL DENSITY N/A	ADJACENT RESIDENTIAL DENSITY N/A	NATURAL RESOURCES The floodway and 100 year flood plain are present on parcel.

ZONING

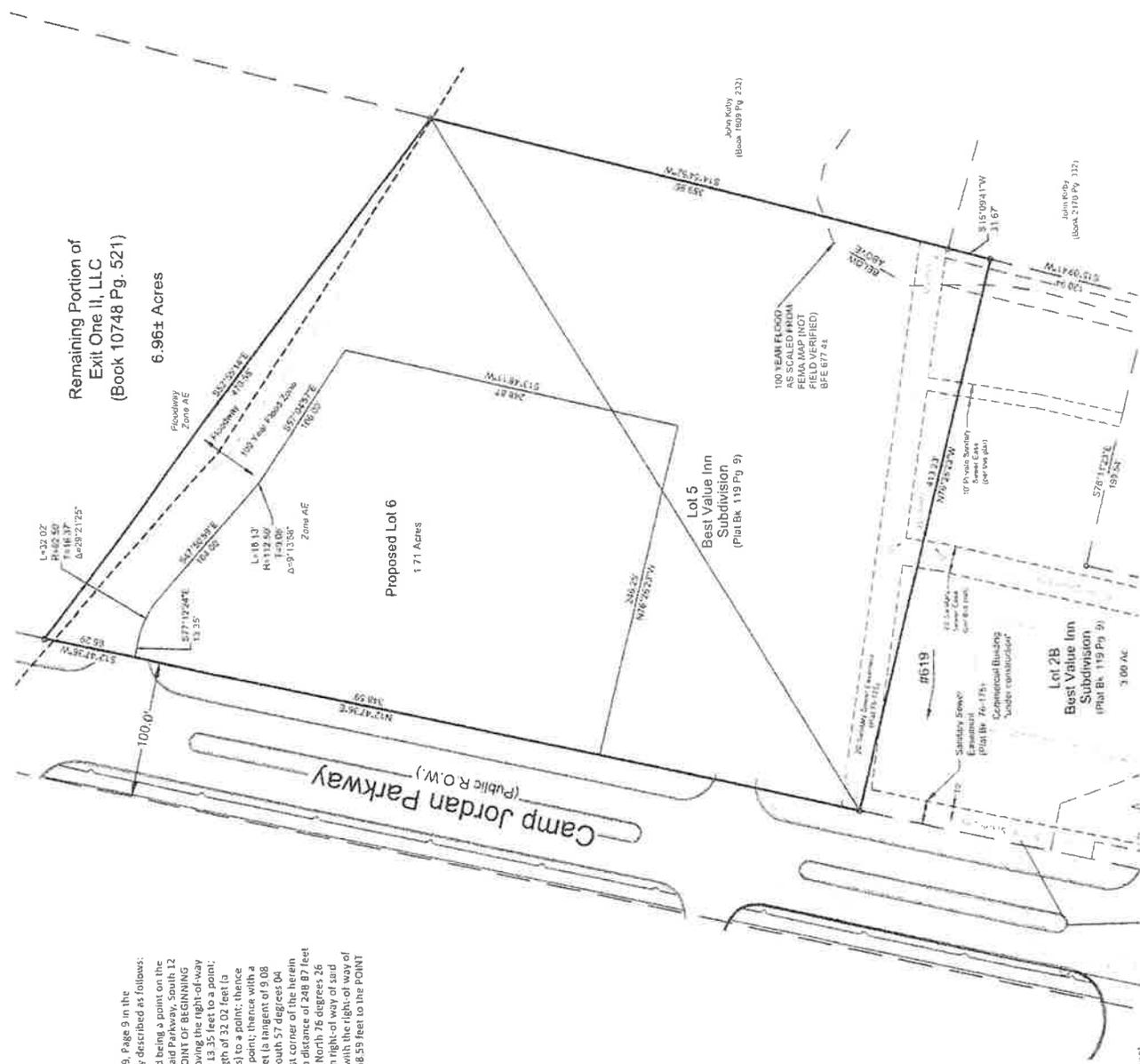
ZONING HISTORY

- Case 2016-0087, a request to rezone 495 Camp Jordan Highway from R-1 Residential District to C-1 Tourism Commercial District. The request was approved by East Ridge City Council through ordinance #1008.

ZONE DISTRICT COMPATIBILITY	USE	CURRENT C-1 ZONE	PROPOSED O-2 ZONE
	Single-Family Residential		<input type="checkbox"/>
Multi-Family Residential		<input type="checkbox"/>	<input type="checkbox"/>
Commercial		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Office		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Institutional		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Lodging		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hospital/Emergency Services		<input type="checkbox"/>	<input checked="" type="checkbox"/>
DEVELOPMENT STANDARDS	Lot Size	CURRENT C-1 ZONE	PROPOSED O-2 ZONE
	Setbacks	N/A	N/A
	Building Height	Front: 25' Side: 10' Rear: 25' when abutting R-1, R-2, R-3, R-5, RZ-1, Rt-1.	Front: 25' Side: 15', 20' when abutting residential Rear: 30'
		Heigh should not exceed the shortest distance from building to nearest boundary of residential district	4 stores or 45' in height

DISCUSSION OF STAFF RECOMMENDATION

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> See Comments	COMPATIBILITY WITH COMPREHENSIVE PLAN
			<p>The Hamilton County Comprehensive Plan's Development Policy Identifies these parcels as falling within Development Intensity Level 5. Level 5 areas are considered areas that have a high road network density and are in close proximity to a major road intersection, and have the most potential for infill and redevelopment that is urban, walkable, and the most potential for future public services and facilities. These areas are usually highly populated and developed, and development patterns include a wide range of residential and non-residential uses and densities. The proposed zone will allow for public services to be developed in a high-intensity area to service existing and growing populations.</p>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> See Comments	COMPATIBILITY WITH ADJACENT LAND USES
			<p>The parcel is surrounded by commercial uses to the south and west. The area north of the site is vacant with some stormwater resources. The area to the east of the parcel contains existing single-family residences.</p>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> See Comments	COMPATIBILITY WITH DEVELOPMENT FORM
			<p>The surrounding development form includes a large commercial development immediately adjacent to the site that extends down to Ringgold Road. The area to the west is an older single-family suburban neighborhood with single and two-story homes. The area immediately north of the site is vacant. Farther north is a recreational park.</p>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> See Comments	CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT
			<p>The O-2 Hospital and Institution district allows for hospitals, medical offices, and emergency services like helipads and ambulance services. These uses have the potentially for high traffic volume and noise.</p>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> See Comments	COMPATIBILITY WITH NATURAL RESOURCES
			<p>The site contains the floodway and 100-year floodplain. The applicant will not be permitted to construct in the floodway without proper approvals from FEMA. The applicant will be required to address stormwater management through the permitting process.</p>



Remaining Portion of
Exit One II, LLC
(Book 10748 Pg. 521)
6.96± Acres

Proposed Lot 6
1.71 Acres

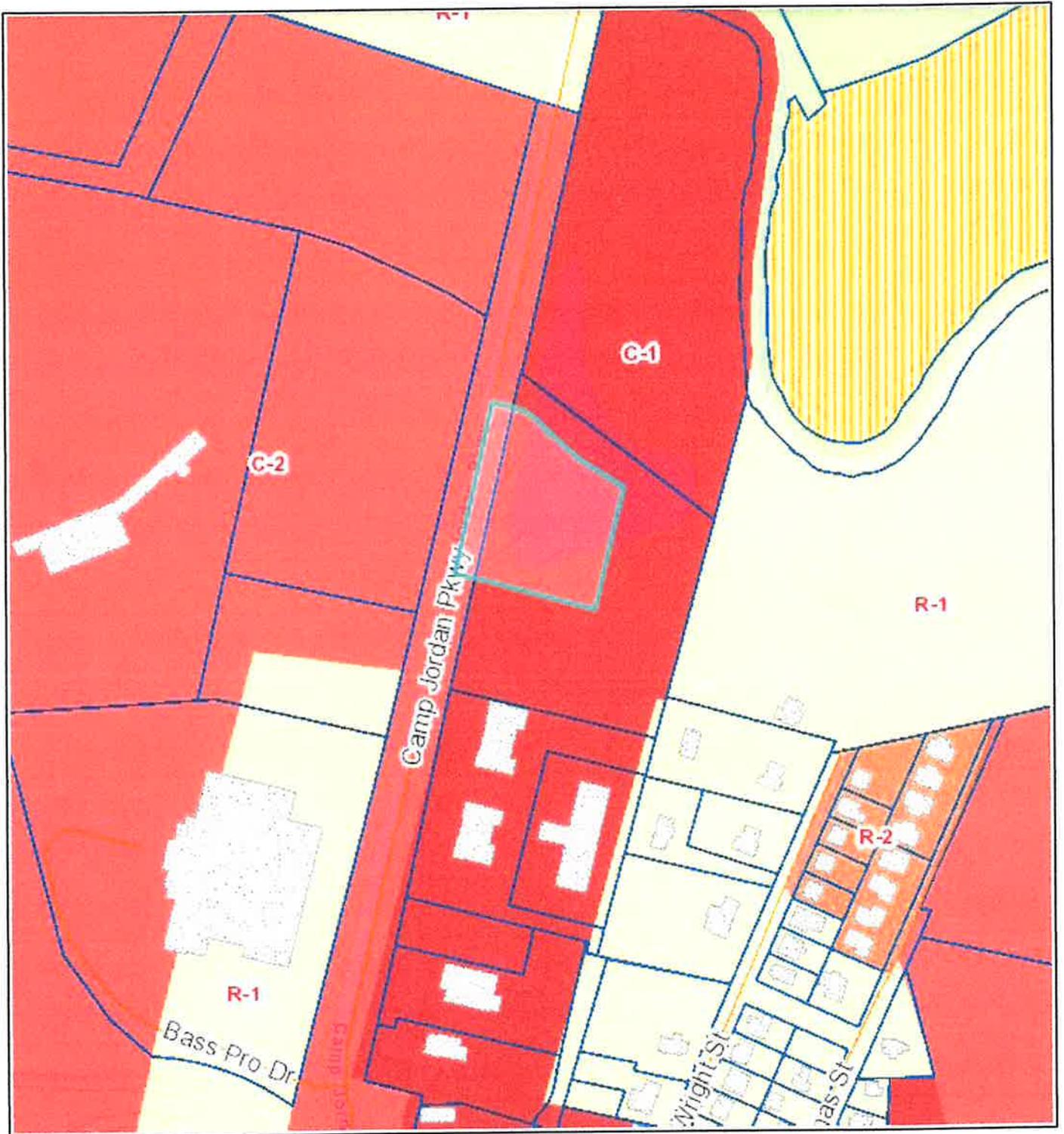
Lot 5
Best Value Inn
Subdivision
(Plat Bk 119 Pg 9)

Lot 2B
Best Value Inn
Subdivision
(Plat Bk 119 Pg 9)
3.00 AC

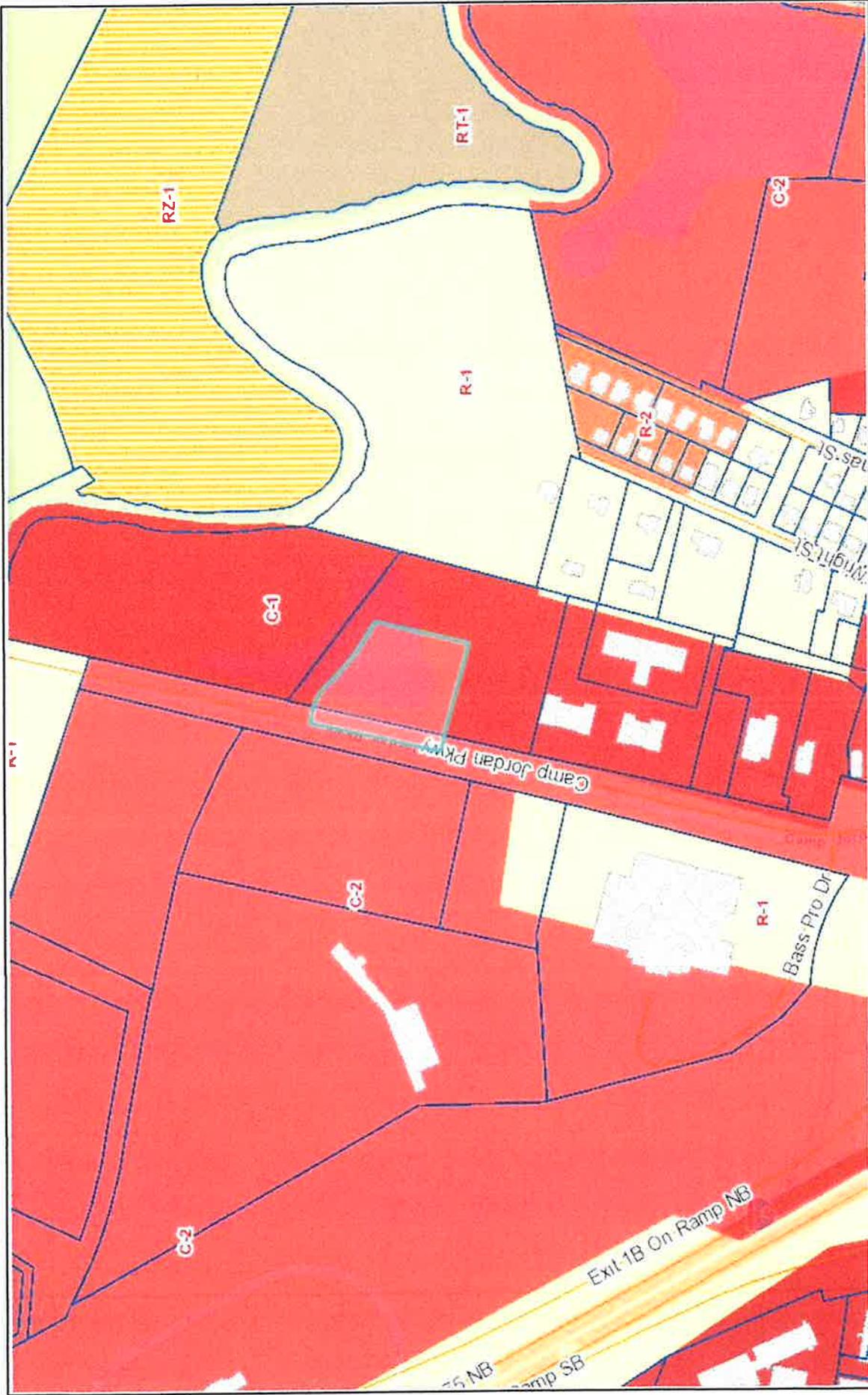
DESCRIPTION
Lot 5, Best Value Inn Subdivision recorded in Plat Book 119, Page 9 in the
of Hamilton County, Tennessee, and being more particularly described as follows:
a rod/cap found at the Northwest corner of said Lot 5; and being a point on the
way of Camp Jordan Parkway; thence with right-of-way of said Parkway, South, 12
feet, 36 seconds West a distance of 66.29 feet to the TRUE POINT OF BEGINNING
Southwest corner of the herein described property; thence leaving the right-of-way
South 77 degrees 12 minutes 24 seconds East a distance of 13.35 feet to a point;
thence to the right having a radius of 62.50 feet and an arc length of 32.02 feet to a
point; thence with a delta angle of 29 degrees 27 minutes 27 seconds to a point;
thence with a radius of 59 feet East a distance of 18.13 feet to a point; thence with a
radius of 111.65 feet East a distance of 18.13 feet to a point; thence with a
radius of 13.13 feet East a distance of 18.13 feet to a point; thence South 57 degrees 04
minutes 13 seconds East a distance of 106.00 feet to a point at the northeast corner of the herein
described property; thence South 13 degrees 48 minutes 13 seconds West a distance of 248.87 feet
to the southeast corner of the herein described property; thence North 76 degrees 26
minutes 47 seconds West a distance of 246.25 feet to a point on the eastern right-of-way of said
Parkway; thence with the right-of-way of said Parkway, South 12 degrees 47 minutes 36 seconds East a distance of 348.59 feet to the POINT
OF BEGINNING containing 1.71 acres, more or less.

Hatched Area
100' Floodway, Floodway

2022-0035 Rezoning from C-1 to O-2



2022-0035 Rezoning from C-1 to O-2



2022-0035 Rezoning from C-1 to O-2



2022-0035 Rezoning from C-1 to O-2





City of East Ridge

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

Building and Codes Department

AGENDA MEMORANDUM

TO: Mayor, Council; City Manager

FROM: Michael Howell

SUBJECT: Rezone of properties from R-2, C-1, and O-2 to C-4 Planned Commerce Center District.

DATE: January 18th, 2022

On January 12, 2022, Asa Engineering petitioned the East Ridge Planning Commission to rezone the following properties to C-4 zoning:

- 930 Hurst St, tax parcel (169E D 007.01) (R-2)
- 931 Hurst St, tax parcel (169E C 001) (R-2)
- 1000 Floyd Drive, tax parcel (169E D 007) (R-2)
- 1004 Floyd Drive, tax parcel (169E D 006) (R-2)
- 6517 McCall Road, tax parcel (169E D 001.01) (R-2)
- 1403 Mack Smith Road, tax parcel (169L K 020) (O-2 & C-1)

The request to rezone would continue the townhome development for the project property. Council approved the rezone of 6500 McCall Rd. in 2019 to C-4 Planned Commerce Center District.

The Planning Commission approved the request. Asa Engineering has requested the rezone cases move forward to city council for review and approval.



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Building and Codes Department

AGENDA MEMORANDUM

TO: Mayor, Council; City Manager
FROM: Michael Howell
SUBJECT: Abandon dead end portion of Hurst Street
DATE: January 18th, 2022

On January 12th, 2022, Asa Engineering petitioned the East Ridge Planning Commission to abandon a portion of the 900 block of Hurst Street. The abandonment would utilize the Hurst St right of way, an area of approximately 155 feet x 50 feet for continued development of the C-4 Planned Commerce Center District.

The right of way abandonment is associated with the rezones of 930 Hurst St, (tax map 169 E D 007.01), 931 Hurst St, (tax map 169E C 001) and 1000 Floyd Dr, (tax map 169E D 007).

The Planning Commission approved the request, Asa Engineering has requested the case move forward to city council for review and approval.



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AGENDA MEMO

TO: Mayor and Council

FROM: Chris Dorsey, City Manager

SUBJECT: An Ordinance to Amend Title 4 for the new East Ridge Human Resources Manual

DATE: January 24, 2022

Mayor and Council,

As you know, we have been working to update the personnel policies for the City of East Ridge. Title 4 of the Municipal Code currently holds the City's personnel policies. We worked with MTAS to look at all sections of Title 4, Chapter 2 and created a Human Resources Manual (Rules and Regulations) which will take its place. Title 4 would be amended to delete the Chapters pertaining to Personnel and instead have it contained in this Manual. In the future, changes could be made with Council approval by a simple resolution.

Respectfully,

Chris Dorsey