

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

**February 10, 2022
6:00 pm**

1. Call to Order
2. Invocation
3. Roll Call
4. Consent Agenda:
 - A. Approval of Minutes January 27, 2022 Council Meeting
 - B. Approval of November 2021 Financial Report
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
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. 1152** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1410 N. MACK SMITH ROAD, TAX MAP #169L-L-002, FROM C-1 COMMERCIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (1st reading – tabled 11/11/21)
 - B. **ORDINANCE NO. 1156** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTIES LOCATED AT 930 AND 931 HURST STREET, 1000 AND 1004 FLOYD DRIVE, 6517 MCCALL ROAD, AND 1403 MACK SMITH ROAD, FROM R-2 RESIDENTIAL DUPLEX DISTRICT, C-1 COMMERCIAL DISTRICT, AND O-2 HOSPITAL AND INSTITUTION DISTRICT TO C-4 PLANNED COMMERCE CENTER DISTRICT (1st reading)

- C. **ORDINANCE NO. 1157** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, CLOSING AND ABANDONING A PORTION OF THE RIGHT-OF-WAY LOCATED AT THE 900 BLOCK OF HURST STREET, A PORTION OF TAX MAP NOS. 169E-C-001, 169E-D-007 AND 169E-D-007.01 AS DETAILED ON THE ATTACHED MAP, SUBJECT TO CERTAIN CONDITIONS (1st reading)
- D. **ORDINANCE NO. 1158** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 495 CAMP JORDAN PARKWAY, TAX MAP #170I-A-037.09, FROM C-1 COMMERCIAL DISTRICT TO O-2 HOSPITAL AND INSTITUTION DISTRICT (1st reading)
- E. **ORDINANCE NO. 1159** – AN ORDINANCE TO AMEND TITLE 4 OF THE EAST RIDGE MUNICIPAL CODE PERTAINING TO MUNICIPAL PERSONNEL (1st reading)
- F. **RESOLUTION NO. 3237** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE AGILITY EQUIPMENT FOR THE DOG PARK FROM PLAY AND PARK STRUCTURES (A PLAYCORE COMPANY) THROUGH THE OMNIA PARTNERS PURCHASING COOPERATIVE
- G. **RESOLUTION NO. 3238** – A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR TO SUBMIT A 2022 APPLICATION FOR STATE PARTNERSHIP GRANT WITH THE TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO
- H. Approval of Design and Façade Materials for District A and District B Package Liquor Stores
- I. Discussion of Tentative Agenda Items for the February 24, 2022 Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA ITEMS
FOR FEBRUARY 24, 2022**

8. Old Business:

- A. **ORDINANCE NO. 1152** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1410 N. MACK SMITH ROAD, TAX MAP #169L-L-002, FROM C-1 COMMERCIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (2nd and final reading)
- B. **PUBLIC HEARING FOR ORDINANCE NO. 1156** – Rezone Properties 930 and 931 Hurst Street., 1000 and 1004 Floyd Drive, 6517 McCall Road, and 1403 Mack Smith Road
- C. **ORDINANCE NO. 1156** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTIES LOCATED AT 930 AND 931 HURST STREET, 1000 AND 1004 FLOYD DRIVE, 6517 MCCALL ROAD, AND 1403 MACK SMITH ROAD, FROM R-2 RESIDENTIAL DUPLEX DISTRICT, C-1 COMMERCIAL DISTRICT, AND O-2 HOSPITAL AND INSTITUTION DISTRICT TO C-4 PLANNED COMMERCE CENTER DISTRICT (2nd and final reading)
- D. **PUBLIC HEARING FOR ORDINANCE NO. 1157** - Abandon dead end portion of Hurst Street
- E. **ORDINANCE NO. 1157** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, CLOSING AND ABANDONING A PORTION OF THE RIGHT-OF-WAY LOCATED AT THE 900 BLOCK OF HURST STREET, A PORTION OF TAX MAP NOS. 169E-C-001, 169E-D-007 AND 169E-D-007.01 AS DETAILED ON THE ATTACHED MAP, SUBJECT TO CERTAIN CONDITIONS (2nd and final reading)
- F. **PUBLIC HEARING ORDINANCE NO. 1158** – Rezone 495 Camp Jordan Parkway
- G. **ORDINANCE NO. 1158** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 495 CAMP JORDAN PARKWAY, TAX MAP #170I-A-037.09, FROM C-1 COMMERCIAL DISTRICT TO O-2 HOSPITAL AND INSTITUTION DISTRICT (2nd and final reading)
- H. **ORDINANCE NO. 1159** – AN ORDINANCE TO AMEND TITLE 4 OF THE EAST RIDGE MUNICIPAL CODE PERTAINING TO MUNICIPAL PERSONNEL – (2nd and final reading)

9. New Business:

- A. **RESOLUTION NO. ____** - Adopt Human Resources Manual

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

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

The East Ridge City Council met pursuant to notice on January 27, 2022, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

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

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

Consent Agenda:

- A. Approval of Minutes January 13, 2022 Council Meeting
- B. Approval of October 2021 Financial Report

Vice Mayor Chauncey made a motion, seconded by Councilmember Witt, to approve the Consent Agenda. The vote was unanimous. Motion approved.

Communication from Citizens:

Nathan Garmany, 1212 S. Seminole Dr., Freedom Church asked the Council to consider changing the ordinance to allow Airbnb (short term rentals) in R-1 zoning. He stated the church property has a duplex at the corner of the lot, which they are leasing commercially. He approached City Hall about rezoning and found out short term rentals are not allowed in a R-1 zone.

Communication from Councilmembers:

Councilmember Cagle asked everyone to remember the family of Earl Long, who recently passed away. Mr. Long was a retired employee who previously worked at the Community Center.

Vice Mayor Chauncey had nothing at this time.

Councilmembers Helton and Witt had nothing at this time.

Mayor Williams discussed the following:

- The Mayor asked Chief Allen to explain the Take Me Home program. The Chief stated the program is for citizens who have trouble communicating their name, address, etc.

Family members or caregivers can register these citizens on the website takemehome.com, with name, address, and a photo. If an officer comes across them, they can look up the person on this website, get his/her address, and take them home. Officers in the surrounding areas can also look up the person on the website.

- East Ridge Parks and Recreation is having sign-ups for t-ball (ages 3-4), baseball (ages 5-12), softball (ages 5-16), and spring soccer (ages 3-18).
- February 3, 2021 – The East Ridge Council of the Chattanooga Chamber of Commerce will have a meeting at the True Life Church (old Salvation Army building) at 11:45 am. Lt. Josh Creel will be the speaker.

Communication from City Manager:

- Leaf pick-up – As of now, crews are in the Belvoir area on the north side and the Cherokee/John Ross area on the south side. They only have one working machine, so he may come back to Council to ask for a new machine or a full vehicle.
- Playground and splashpad – All the equipment is in and has been tested. We will have to install a fence around the splash pad. We will also have to make the park ADA accessible by putting up ramps, walkways, and ADA accessible parking spaces.
- Dog park – Mr. Dorsey thanked Vice Mayor Chauncey. The fence has been installed and benches have been delivered. We are waiting on the concrete to be poured for the benches. We are also in the process of ordering equipment. Vice Mayor Chauncey asked the status of moving the air pollution meter. Mr. Dorsey stated they are in the process of finding a place to move it, possibly to Camp Jordan or next to the dog park. EPA has to approve moving it.

Old Business: None

New Business:

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, 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 (1st reading) – City Attorney Litchford stated the caption was incorrect and read the correct version. Finance Director Qualls stated the amendment included the \$3.1 million in ARPA funds, loan for a fire truck, \$600,000 for salary stabilization, and various other items. Councilmember Witt made a motion, seconded by Vice Mayor Chauncey, to approve Ordinance No. 1155 on first reading. The vote was unanimous. Motion approved.

The Mayor moved Item F, Resolution No. 3236, to this portion of the agenda.

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 – City Attorney Litchford read on caption. Stacy Prater owner of KC Candle Company and Dr. Chris Wallace, Scenic City

Family Practice, presented a canine vest to the City's new canine officer, Quest. They started an organization called Candles for K-9s, in which they take donations and purchase ballistic vests for canines. Councilmember Helton made a motion, seconded by Vice Mayor Chauncey, to approve Resolution No. 3236. The vote was unanimous. Motion approved.

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”) – City Attorney Litchford read on caption. City Manager Dorsey stated the carts we have are at least 10 years old and some are damaged or have lids missing. Cost of the trash and recycle carts is \$17,400 with an approximate shipping cost of \$1,624. Councilmember Witt made a motion, seconded by Vice Mayor Chauncey, to approve Resolution No. 3232. The vote was unanimous. Motion approved.

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) – City Attorney Litchford read on caption. Chief Allen stated this will replace a wrecked vehicle, and cost \$41,839. Vice Mayor Chauncey made a motion, seconded by Councilmember Helton, to approve Resolution No. 3233. The vote was unanimous. Motion approved.

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 – City Attorney Litchford read on caption. Mr. Litchford stated the development agreement was approved by the Industrial Development Board (“IDB”) on the previous Monday. The developer approached the City and proposed a larger building with approximately 8,500 square feet of sales/display space, rather than the required 7,000 square feet. This will allow for larger inventory and a better selection.

Mr. Litchford discussed the economic impact, which includes the Border Region, Local Option Tax, and property taxes. The developers had to provide a copy of projected revenues, which are around \$7 million, and eligible expenses of approximately \$3.6 million, along with projected sales for the next 25 years. The developer and the City negotiated for a 50/50 allocation of the Border Region funds. If the projections are accurate, the City and the developer would both get around \$3.5 million over the next 25 years. The City would also receive more local option tax and more in property taxes. Mr. Dorsey stated this is the same 50/50 proposal that was given to the liquor store in District A.

Vice Mayor Chauncey made a motion, seconded by Councilmember Witt, for discussion. Mr. Chauncey stated that the 50/50 split is not a fair deal for the City. He feels that the store in District A has faced more challenges and it will be harder to make his sales. He does not believe the developer of the store in District B will not face the same type of challenges. Mr. Chauncey made a motion for the developer and the City renegotiate the development agreement with 70% to the City and 30% to the developer.

Suhash Patel, with JPP Properties, stated he has encountered additional expense on this site. He spent \$115,000 for asbestos removal. The site also had black sand which cost \$60,000 - \$70,000 to remove and refill it with dirt. Once they do the grading for the parking lot, they will have to have more black sand removed.

Councilmember Helton seconded Mr. Chauncey's motion for discussion purposes only.

Ms. Helton asked Mr. Litchford to clarify the purpose of the Border Region and who is actually taking on the risk. Mr. Litchford stated the purpose is to trigger growth and economic development. With respect to the risk, he stated the developer is taking on debt associated with a project. From the City side, the demand for services has increased, such as infrastructure needs, additional fire and police, etc. It has helped add revenue, but it cannot be used to offset the general fund; it can only be used for growth and economic development, and improved infrastructure. Ms. Helton stated it is to our advantage to incentivize new businesses. Mr. Litchford stated it is good practice. He stated he gets calls weekly about development and believes the Council does also.

Mr. Patel stated he is asking for a lower amount than what some other businesses in this area have been awarded.

Roll call vote: Vice Mayor Chauncey - yes; Councilmember Cagle - no; Councilmember Helton - no; Councilmember Witt - no; Mayor Williams - no. Motion denied.

Councilmember Witt made a motion, seconded by Councilmember Helton, to approve Resolution No. 3234. Vice Mayor Chauncey stated that City Code 8-309 related to liquor states that Council must approve the materials and design of the liquor stores. Mr. Litchford stated he needs to meet with the developer to get this information and bring it back to Council for approval at the next Council meeting. Mr. Chauncey also stated that on page 1, paragraph 5 of the development agreement, states 7,500 square feet, not 7,000 square feet of display space. Mr. Litchford stated he will get that corrected.

Roll call vote: Vice Mayor Chauncey - no; Councilmember Cagle - yes; Councilmember Helton - yes; Councilmember Witt - yes; Mayor Williams - yes. Motion denied.

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 – City Attorney Litchford read on caption. Chief Allen stated the

cost of the vehicle is \$25,292.20, which will come from the Drug Fund. Vice Mayor Chauncey made a motion, seconded by Councilmember Witt, to approve Resolution No. 3235. The vote was unanimous. Motion approved.

Mayor Williams stated Council still has a tabled ordinance, No. 1152, regarding a rezoning at 1410 N. Mack Smith Road. The developers have asked that Council remove Ordinance No. 1152 from the table and consider it at the February 10, 2022 meeting. Mayor Williams made a motion, seconded by Councilmember Witt, to bring Ordinance No. 1152 off the table and consider it at the February 10, 2022 Council meeting. The vote was unanimous. Motion approved.

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

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, 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 (2nd and final reading) – No further discussion.**

Mayor Williams stated that Ordinance No. 1152, which was tabled on November 11, 2021, would be under New Business. We have already had a public hearing, but citizens may comment on the rezoning during Citizens Business. The developers also held a public meeting at the Community Center to hear citizens comments and concerns. He and the City Manager also visited a facility in Rome, Georgia that these same developers remodeled and turned into apartments.

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) – Chief Building Official Howell stated this will be a stand-alone facility next to Buddy’s Barbecue.**
- 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) (Currently R-2)
 - 931 Hurst St, tax parcel (169E C 001) (Currently R-2)
 - 1000 Floyd Drive, tax parcel (169E D 007) (Currently R-2)
 - 1004 Floyd Drive, tax parcel (169E D 006) (Currently R-2)
 - 6517 McCall Road, tax parcel (169E D 001.01) (Currently R-2)
 - 1403 Mack Smith Road, tax parcel (169L K 020) (Currently O-2 & C-1)

Chief Building Official Howell stated the property lines for these six parcels have been dissolved and it will be one large tax parcel. It will incorporate the Red Wolves site and the senior living facility.

- C. **ORDINANCE NO. ____ - Abandon dead end portion of Hurst Street (1st reading)** – Mr. Howell stated the dead-end portion will be used to access 930 and 931 Hurst St. The right-of-way will stay the same on Floyd Drive. Mr. Howell stated that C-4 zoning can be for restaurants, townhomes, condos, hotels, etc. and is the most permitted of all the zones.

- D. **ORDINANCE NO. ____ - Amend Title 4 for the new Human Resources Manual (first reading)** – Mr. Dorsey has been working on this in conjunction with the Municipal Technical Advisory Service (MTAS). He stated most cities do not keep their personnel policies in the City Code. This ordinance is to remove the personnel sections from the City Code and create a separate personnel manual to be approved by resolution by the City Council. Future changes could be approved by resolution.

- E. **RESOLUTION NO. ____ - Adult Changing Table Donation** – Councilmember Helton and City Manager Dorsey are working on this project, but the tables are on back order for six months. Mr. Dorsey stated they have found a suitable location at the back of another restroom where they can put an addition and tie into the water and sewer which is already there. He will get a cost estimate for construction.

Being no further business, the meeting was adjourned.



City of East Ridge

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East Ridge, Tennessee 37412
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Finance Department
Diane Qualls, Director

MEMO

TO: Mayor, Council and City Manager

FROM: Diane Qualls, CMFO

DATE: 02/07/2022

RE: November Finance Report

Revenues continue to be strong in some areas such as local option, building permits, mixed drink tax, etc. Revenues are at 69.84%% but this is due in part to receiving the ARPA funding from the federal government.

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

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

City of East Ridge

Summary Financial Statement of Revenues and Expenditures
November 2021

Spent YTD 33.33% 41.67%

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	325,525	350,423	5.74%	41.67%
31200	Property Taxes (Delinquent)	475,000	272,724	326,316	68.70%	41.67%
31610	Local Sales Tax - Co. Trustee	2,900,000	1,116,658	1,270,566	43.81%	41.67%
31611	Incremental State Sales Tax	2,931,269	2,931,269	4,871,958	166.21%	41.67%
31710	Wholesale Beer Tax	400,000	140,665	161,795	40.45%	41.67%
31800	State Net Allocation	250,000	17,220	17,931	7.17%	41.67%
31810	Minimum Business Licenses	5,000	1,527	947	18.94%	41.67%
31824	Solicitors' Permit	100	50	0	0.00%	41.67%
31827	5% State Commission	22,000	830	1,395	6.34%	41.67%
31912	* Cable TV Franchise Tax	309,800	67,816	62,112	20.05%	41.67%
31961	Liens Collected by Trustee	28,000	4,402	834	0.00%	41.67%
32120	Wrecker Licenses	350	100	0	0.00%	41.67%
32200	Alcoholic Beverage Tax	150	81	34	22.47%	41.67%
32210	Beer Licenses & Etc.	7,000	4,599	3,527	50.38%	41.67%
32220	Liquor Licenses	4,800	2,800	4,450	92.71%	41.67%
32225	Fireworks Fees/Permits	3,000	0	0	0.00%	41.67%
32226	Annual Fireworks Permit Fee	300	0	0	0.00%	41.67%
32610	Building Permits	120,000	53,997	92,126	76.77%	41.67%
32615	Fire Preventions/Permits	2,000	450	850	42.50%	41.67%
32620	Electrical Permits	30,000	12,345	10,130	33.77%	41.67%
32630	Plumbing Permits	12,000	3,795	4,077	33.98%	41.67%
32640	Natural Gas Permits	2,000	1,076	1,112	55.60%	41.67%
32650	Excavating Permits (St. Opening	2,500	1,430	1,420	56.80%	41.67%
32660	Zoning Permits	2,000	500	200	10.00%	41.67%
32671	Regular Sign Permits	5,000	2,655	1,295	25.90%	41.67%
32672	Temporary Sign Permits	300	150	300	100.00%	41.67%
32690	Plan Review Fees	0	50	0	0.00%	41.67%
32691	Tree Trimming Permits	100	40	60	60.00%	41.67%
32905	Other Code Enforcement Fees	20,000	4,529	5,483	27.41%	41.67%
32960	Yard Sale Permits	200	100	50	25.00%	41.67%
32990	Mechanical Permits	10,000	4,387	5,471	54.71%	41.67%
33140	ARPA Funds - Federal	0	0	3,142,492	0.00%	41.67%
33410	State Law Enforcement Education	37,600	0	0	0.00%	41.67%
33430	State Fire Service Educational Grant	20,000	0	0	0.00%	41.67%
33490	TN Cares Act - 2021	0	0	246,749	0.00%	41.67%
33510	State Sales Tax	2,139,858	663,148	801,237	37.44%	41.67%
33511	Interstate Telecom. Sales Tax	0	2,071	1,316	0.00%	41.67%
33512	Sportsbetting	0	0	8,268	0.00%	41.67%
33513	Occupcity Tax	0	0	1,004	0.00%	41.67%
33515	State Sales Tax/Telecommunications	0	0	432	0.00%	41.67%
33520	State Income Tax	0	7,480	0	0.00%	41.67%
33530	** State Beer Tax	13,000	5,174	5,379	41.38%	41.67%
33540	State Mixed Drink Tax	50,000	12,870	30,034	60.07%	41.67%
33552	State-City Streets And Transportation	41,748	13,883	13,715	32.85%	41.67%
33560	Seized/Awarded by State	0	0	0	0.00%	41.67%
33591	* TVA - Gross Receipts Tax	247,552	59,951	57,717	23.31%	41.67%
33593	Corporate Excise Tax	6,000	0	0	0.00%	41.67%
34121	Clerks' Fees - Business Tax	1,500	555	545	36.33%	41.67%
34211	Accident Report Charges	1,000	593	565	56.50%	41.67%
34212	Driver Licenses Reinstatement Fee	2,000	855	1,500	75.00%	41.67%

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
34221	Ridgeside Fire Service Contract	107,807	43,193	44,920	41.67%	41.67%
34231	Police Services	0	0	8,876	0.00%	41.67%
34314	Mowing	8,820	0	0	0.00%	41.67%
34500	Donations - New Animal Shelter	2,500	0	3,095	0.00%	41.67%
34510	Donations - Dog Park	0	0	0	0.00%	41.67%
34515	Rabies & Spay/Neuter Cert.	500	60	30	6.00%	41.67%
34516	Registration	1,000	160	115	11.50%	41.67%
34517	Adoption	3,000	1,955	1,800	60.00%	41.67%
34518	Board & Impound Fees	1,000	495	195	19.50%	41.67%
34520	A/S Donations-Designated	2,500	1,520	2,515	100.60%	41.67%
34641	Indoor Soccer Income	135,000	31,530	69,260	51.30%	41.67%
34642	Community Center Income	13,000	470	7,540	58.00%	41.67%
34643	Outdoor Soccer Fees	60,000	14,501	28,060	46.77%	41.67%
34644	Baseball Fees	25,000	8,394	7,372	29.49%	41.67%
34645	Softball Fees	19,500	7,085	9,025	46.28%	41.67%
34646	Gate	12,000	0	5,880	49.00%	41.67%
34647	McBrien Indoor Facility	8,000	1,050	150	1.88%	41.67%
34648	Adult League - Softball	35,000	17,460	21,261	60.75%	41.67%
34649	Concerts/Events - Camp Jordan	10,000	2,000	27,649	276.49%	41.67%
34651	Multi-Purpose Building (Arena)	100,000	41,150	55,175	55.17%	41.67%
34652	Pavilion Rental	12,000	7,330	8,255	68.79%	41.67%
34653	Track Rental	3,500	626	910	26.00%	41.67%
34654	Field Rental	85,000	64,455	25,993	30.58%	41.67%
34655	Amphitheater	5,000	1,700	2,350	47.00%	41.67%
34656	Concessions	40,000	12,840	18,233	45.58%	41.67%
34657	Overnight - Rv Rental	12,000	4,700	9,235	76.96%	41.67%
34658	Tournament Team Fees	1,500	0	0	0.00%	41.67%
34712	Sponsorship/Parks & Rec	5,000	0	0	0.00%	41.67%
34720	Football Gate	1,500	743	4,733	315.50%	41.67%
34751	Basketball Gate	15,000	0	0	0.00%	41.67%
34742	Basketball Player Fees	7,600	6,580	14,659	192.88%	41.67%
34743	Football Player Fees	10,800	3,658	6,325	58.56%	41.67%
34744	Photography	1,200	0	0	0.00%	41.67%
34745	Vending/Concessions	5,000	2,085	3,864	77.27%	41.67%
34746	Cheerleading	1,000	655	2,675	267.50%	41.67%
34747	Rent-Arena Equipment	37,000	22,673	23,592	63.76%	41.67%
34749	Soccer Field Rentals	60,000	12,100	4,995	8.33%	41.67%
34760	Library Charges	1,200	81	236	19.67%	41.67%
34761	Library - Copies	1,500	172	236	15.74%	41.67%
34794	Community Center M. Fee	1,500	0	0	0.00%	41.67%
35100	Municipal Court Fines & Costs	325,000	102,745	185,066	56.94%	41.67%
35120	Public Defender Fees	0	0	675	0.00%	41.67%
35150	Diversion Filing	300	0	0	0.00%	41.67%
36100	Interest Earnings	5,000	2,787	572	11.45%	41.67%
36211	Rent - Cell Tower	18,000	7,469	4,308	23.93%	41.67%
36330	Sale Of Equipment	20,000	6,675	39,172	195.86%	41.67%
36350	Insurance Recoveries	20,000	85,194	18,500	92.50%	41.67%
36724	Settlements (Lawsuits)	0	6,140	0	0.00%	41.67%
36901	Pipes/Culverts	4,000	443	2,709	67.72%	41.67%
36902	Repayment - Damages- Traffic Device	0	0	100	0.00%	41.67%
36903	Christmas Parade	400	0	310	77.50%	41.67%
36905	Designated Police-Sale of Vehicles	0	0	6,390	0.00%	41.67%
36932	Proceeds - Loan/Lease Purchase	0	0	0	0.00%	41.67%
36990	Miscellaneous Revenues	20,000	1,796	20,495	102.47%	41.67%
36992	Hamilton County	0	7,500	0	0.00%	41.67%
37200	AHO - Fines/Court Costs	3,000	60	1,000	33.33%	41.67%
	Use of Fund Balance		0	0	0.00%	41.67%

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
	Total Revenues	17,474,719	6,270,578	12,204,319	69.84%	41.67%
	EXPENDITURES					41.67%
41000	General Government	1,674,315	676,116	799,670	47.76%	41.67%
41100	Administrative	1,034,733	407,310	425,154	41.09%	41.67%
41111	City Council	120,222	30,759	67,703	56.31%	41.67%
41210	Municipal Court	342,755	111,248	147,207	33.62%	41.67%
41520	City Attorney	122,075	35,500	39,765	32.57%	41.67%
41800	Buildings & Grounds Maintenance	305,508	107,293	94,161	30.82%	41.67%
41900	City Hall Complex	43,103	18,943	18,889	43.82%	41.67%
42100	Police	1,619,367	966,389	1,199,819	74.09%	41.67%
42121	Criminal Investigation	524,703	269,601	274,852	33.33%	41.67%
42123	Patrol	2,433,035	882,667	961,313	39.51%	41.67%
42125	Traffic Division	151,586	68,646	39,750	26.22%	41.67%
42200	Fire Department	2,453,986	1,000,011	961,883	39.20%	41.67%
42400	Building/Planning/Zoning	655,029	245,144	239,016	36.49%	41.67%
43110	Highway And Street	734,910	155,708	150,807	18.25%	41.67%
43120	Traffic Control & Street Markers	322,798	94,752	101,170	31.34%	41.67%
43150	Grants	0	0	0	0.00%	41.67%
43170	Transfer Station/Brush Pit/Fleet	7,600	2,306	5,986	31.19%	41.67%
44140	Animal Control	262,618	91,588	110,207	41.96%	41.67%
44410	Parks and Recreation	842,536	327,722	343,256	40.74%	41.67%
44420	Multi-Purpose Recreation Bldg	233,692	100,254	103,826	44.43%	41.67%
44430	Community Center	199,773	45,986	59,412	29.74%	41.67%
44440	ERHS Complex	0	0	0	0.00%	41.67%
44450	McBrien Complex	18,350	5,040	4,382	23.88%	41.67%
44610	Soccer - Recreation	55,000	8,614	14,396	10.60%	41.67%
44620	Soccer - Indoor	64,550	208	0	0.00%	41.67%
44630	Baseball/Softball	59,400	20,762	16,951	28.54%	41.67%
44640	Football/Cheer	10,450	4,034	9,840	94.16%	41.67%
44650	Adult Softball	29,850	0	19,882	66.61%	41.67%
44700	Basketball	14,750	104	6,940	47.05%	41.67%
44710	Adult Basketball	4,350	15,473	3,717	85.45%	41.67%
44800	Libraries	218,527	82,583	96,040	43.95%	41.67%
44810	History Museum	400	111	102	25.49%	41.67%
46500	Community Development Programs	5,000	855	3,563	71.25%	41.67%
47200	Economic Development	2,519,431	2,097,491	2,560,957	101.65%	41.67%
49100	Debt Service	90,317	117,020	0	0.00%	41.67%
49400	Capital Projects - Transfer Out	0	0	0	0.00%	41.67%
	Total Expenditures	17,174,719	7,990,236	8,880,618	50.82%	
Total	## General Fund	0	-1,719,657	3,323,700		

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%	41.67%
33550	2017 Gas Tax	175,000	66,910	83,453	47.69%	41.67%
33551	State Gasoline And Motor Fuel Tax	570,000	192,236	239,687	42.05%	41.67%
36100	Interest Earnings	100	44	44	44.42%	41.67%
36330	Sale of Equipment	0	0	1,440	0.00%	41.67%
	Total Revenues and Other Sources	1,820,185	259,190	324,624	17.83%	41.67%
EXPENDITURES						
43190	State Street Aid	1,660,856	132,665	76,148	6.29%	41.67%
	Total Expenditures	1,660,856	132,665	76,148	6.29%	41.67%
Total	## State Street Aid Fund	159,329	126,525	220,095		

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%	41.67%
33425	Aquatic Stream Clean Grant	1,000	1,000	0	0.00%	41.67%
33493	TML Safety Grant	3,000	0	0	0.00%	41.67%
33574	State - Equipment Recycling Grant	0	0	0	0.00%	41.67%
36100	Interest Earnings	0	19	10	0.00%	41.67%
36420	Police Traffic Safety Grant	13,500	0	2,987	22.13%	41.67%
36421	TN AM Grants	0	0	0	0.00%	41.67%
36422	Target Grant	1,000	0	0	0.00%	41.67%
36423	Maddie's Fund	0	0	0	0.00%	41.67%
36424	Governor's Grant	0	493,968	0	0.00%	41.67%
36425	DOJ Covid 19 Grant	0	0	0	0.00%	41.67%
36426	TN Cares Grant - Library	0	0	0	0.00%	41.67%
36427	Covid-19 Homeland Security	0	0	0	0.00%	41.67%
36711	Safety Conservation Grant	4,000	0	0	0.00%	41.67%
36920	THS089-Police	0	0	2,522	0.00%	41.67%
36921	Homeland Security - Police	0	0	0	0.00%	41.67%
36922	Homeland Security - Fire	0	0	0	0.00%	41.67%
36924	GHSO (2016) Traffic	0	0	0	0.00%	41.67%
36925	BYRNE Grants - DOJ	0	0	0	0.00%	41.67%
36962	Operating Transfers-Capital Projects	17,000	0	0	0.00%	41.67%
	Total Revenues and Other Sources	43,500	494,987	5,519	12.69%	41.67%
EXPENDITURES						
41000	General Government	157,000	146,336	0	0.00%	41.67%
43150	Grants	43,500	17,557	358,885	825.02%	41.67%
	Total Expenditures	43,500	163,894	358,885	824.28%	41.67%
Total	## Grant Fund	0	-331,094	-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%	41.67%
33560	Seized/Awarded by State	35,000	0	31,077	88.79%	41.67%
35200	Drug Fines	20,000	6,273	7,716	38.58%	41.67%
35400	Sale of Confiscated Property	0	0	500	0.00%	41.67%
	Total Revenues and Other Sources	65,000	6,273	50,281	77.36%	41.67%
EXPENDITURES						
42129	Drug Investigation and Control	65,000	53,573	73,767	113.49%	41.67%
	Total Expenditures	65,000	53,573	73,767	113.49%	41.67%
Total	## Drug Investigation Fund	0	-47,300	-23,487		

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%	41.67%
	Interest Earnings	150	6	11	7.89%	41.67%
	Transfer In	0	0	0	0.00%	41.67%
	Total Revenues and Other Sources	2,463,611	2,050,459	2,523,479	102.43%	41.67%
EXPENDITURES						
	Economic Development	1,868,258	1,888,258	2,697,742	144.40%	41.67%
	Debt Payment	595,173	0	0	0.00%	41.67%
	Total Expenditures	2,463,431	1,888,258	2,697,742	109.51%	41.67%
Total	## Economic Development Fund	150	162,201	-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	117,260	85,620	5.70%	41.67%
34418	Extra Cans	1,000	980	540	54.00%	41.67%
34420	Dumpster Rentals	7,500	3,200	1,538	20.50%	41.67%
34421	Recycling Rev	250	0	0	0.00%	41.67%
34422	Recycling - Transfer Station	1,600	1,057	1,779	111.16%	41.67%
34426	Sale Of Mulch	2,500	2,924	10	0.40%	41.67%
34430	Refuse Collection And Disposal	7,500	1,376	1,126	15.01%	41.67%
36330	Sale of Equipment	5,000	0	0	0.00%	41.67%
36350	Insurance Recoveries	0	796	0	0.00%	41.67%
	Total Revenues and Other Sources	1,528,710	127,593	90,612	5.93%	41.67%
EXPENDITURES						
43200	Solid Waste	1,400,041	532,341	491,561	35.11%	41.67%
	Total Expenditures	1,400,041	532,341	491,561	35.11%	41.67%
Total	## Solid Waste Fund	128,669	-404,748	-400,949		

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	182,305	239,758	59.94%	41.67%
36100	Interest Earnings	1,000	272	319	63.88%	41.67%
37940	Transfer In	887,931	286,793	0	0.00%	41.67%
	Total Revenues and Other Sources	1,288,931	469,369	240,077	18.63%	41.67%
EXPENDITURES						
49100	CJ Parkway Streetscape	74,518	0	0	0.00%	41.67%
49110	Camp Jordan - Phase One - 2019	168,111	0	0	0.00%	41.67%
49111	Camp Jordan - Phase Two - 2020	144,450	0	115,357	79.86%	41.67%
49200	2004 - Camp Jordan/Fire Station 2	203,480	2,913	0	0.00%	41.67%
49300	2015 - BAN Conversion	90,317	6,403	0	0.00%	41.67%
49310	2015 - Exit One/Capital Projects	207,325	69,363	68,663	33.12%	41.67%
49320	2017 - Exit One - I75	313,330	258,541	0	0.00%	41.67%
49410	Public Safety - Capital Outlay Note	66,910	0	67,249	100.51%	41.67%
49411	Public Safety - Capital Outlay Note	35,924	0	962	2.68%	41.67%
49412	Public Safety - Capital Outlay Note	30,000	0	30,000	100.00%	41.67%
49420	Public Works - Capital Outlay Note	35,235	2,180	0	0.00%	41.67%
	Total Expenditures	1,369,600	339,399	282,230	20.61%	41.67%
Total	## TML Loan Fund	-81,169	129,970	-42,153		

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%	41.67%
33559	Grant - State of TN	500,000	0	0	0.00%	41.67%
34510	Designated - Dog Park	0	0	4,625	0.00%	41.67%
36915	Bond Proceeds	763,366	40,383	664,713	87.08%	41.67%
37940	Operating Transfers - Other Funds	299,181	115,852	336,968	112.63%	41.67%
	Total Revenues and Other Sources	4,285,109	156,235	1,006,306	23.38%	41.67%
EXPENDITURES						
41100	Administrative	0	235	30	0.00%	41.67%
41800	Bldg & Grounds/Maintenance	338,341	0	51,733	15.29%	41.67%
43110	Highway And Street	2,000,000	1,800	18,646	0.93%	41.67%
43121	North Mack Smith Road	50,000	0	257,112	514.22%	41.67%
43122	Resurfacing Projects	156,968	0	0	0.00%	41.67%
44410	Parks & Recreation	763,366	4,600	513,609	67.28%	41.67%
44421	Splash Pad/Playground	931,434	0	13,416	1.44%	41.67%
44422	Springvale Park	15,000	0	0	0.00%	41.67%
44423	Dog Park - Town Center	0	0	4,793	0.00%	41.67%
47200	Economic Development	30,000	0	0	0.00%	41.67%
	Total Expenditures	4,285,109	6,635	859,339	20.05%	41.67%
Total	## Capital Projects Fund	0	149,600	146,967		



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, 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

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

Building and Codes Department

ORDINANCE NO. 1152

AGENDA MEMORANDUM

TO: Mayor, Council; City Manager

FROM: Michael Howell

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

DATE: September 27, 2021

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

Note: This item was tabled on November 11, 2021

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

ORDINANCE NO. 1152

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1410 N. MACK SMITH ROAD, TAX MAP #169L-L-002, FROM C-1 COMMERCIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT

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

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

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on September 8, 2021, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended denial of the rezoning petition on September 8, 2021; and

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

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

WHEREAS, the East Ridge City Council held a public hearing on November 11, 2021, at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 1410 N. Mack Smith Road, Tax Map #169L-L-002, from C-1 Commercial District to R-3 Residential Apartment District, for uses consistent with such zoning.

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

Passed on First Reading

Passed on Second Reading

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

Melissa Mahoney

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

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

Amish Patel

Chief of Operations

JDH Developers/ World Debt Acquisitions

400 Galleria Parkway Suite 1140

Atlanta Ga 30339 (11th Floor)

678-354-2518 (Office) 678-594-2191 (E Fax)

<http://www.jdhdevelopers.com>

Download our Mobile App!!! Simply search for JDH Developers.

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

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

Amish

Amish Patel

Chief of Operations

JDH Developers/ World Debt Acquisitions

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City of East Ridge

1517 Tombras Avenue
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(423)867-7711 • www.eastridge.tn.gov

Department of Building & Codes

Rezoning Application

Applicant Information

Date of Application: May 25, 2021

Applicant Name: Lodge of Chattanooga, LLC

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

Applicant Phone Number(s): _____

Property Information

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

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

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

Lodge of Chattanooga, LLC

Signature of Applicant

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

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

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

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

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

PROPERTY DESCRIPTION

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

ZONING

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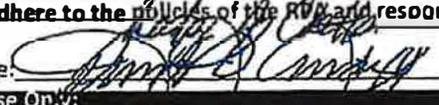
ZONE DISTRICT COMPATIBILITY	USE	CURRENT C-1 ZONE	PROPOSED R-3 ZONE
	Single-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Multi-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Commercial	<input checked="" type="checkbox"/>	<input type="checkbox"/>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

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

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



Chattanooga-Hamilton County Regional Planning Agency
Zoning Change Application Form

CASE NUMBER: 2021-0120		Date Submitted: 5/28/2021	
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezone From: C-1		Rezone To: R-3	Total acres in request area: 336.162 (IRR)
Property Information			
Property Address: 1410 N. Mack Smith Road East Ridge, Tennessee		Property Tax Map Number(s): 169L-L-002	
3 Proposed Development			
Reason for request/Project description:		Rezone to Apartments	
4 Site Characteristics			
Current Use:		Extended Stay Hotel	
Adjacent Uses:		Retirement Center, Restaurant, Antique Mall	
5 Applicant Information			
Name: Lodge of Chattanooga, LLC			
Address (street, city, state, zip): 1410 N. Mack Smith Road, East Ridge, Tennessee			
Phone: (423) 756-8400		Email: janderson@gkhpc.com	
Primary Contact (if different than applicant information): John R. Anderson			
Address (street, city, state, zip): 633 Chestnut Street, Suite 900, Chattanooga, TN 37450-0900			
Phone: (423) 756-8400		Email: janderson@gkhpc.com	
<input type="checkbox"/> If the Applicants information is the same as the Property Owners, please check the box to the left.			
6 Property Owner Information Only fill out this section if applicant is not the property owner. RPA requires a letter of authorization from the property owner confirming that the applicant has permission to file this application on their behalf. Owner Authorization Letters are available through the RPA.			
Name: John R. Anderson on behalf of Lodge of Chattanooga, LLC			
Address (street, city, state, zip): 633 Chestnut Street, Suite 900, Chattanooga, TN 37450-0900			
Phone: (423) 756-8400		Email: janderson@gkhpc.com	
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 to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: 		Date: May 26, 2021	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$155	Cash	Credit	<input checked="" type="checkbox"/> Check #: 6592
Notice signs		Number of notice signs: 1	
Municipality: East Ridge	Planning District: 6	Neighborhood:	
County Commission District: 8	City Council District: N/A	Application processed by: T. VICEVA	
PC meeting date:	Staff Recommendation :		Legislative Action/Date/Ordinance:
	PC Action/Date:		



**APPLICATION TO REZONE PROPERTY
PROPERTY OWNER AUTHORIZATION**

(Filled in by RPA) Case #: 2021-0119

PROPERTY OWNER INFORMATION

Name: Lodge of Chattanooga, LLC

Mailing Address: 1410 N. Mack Smith Road, East Ridge, Tennessee

Subject Property Address: 1410 N. Mack Smith Road, East Ridge, Tennessee

Phone: (423) 756-8400 Email: landerson@gkhpc.com

AUTHORIZATION

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

Name of Applicant/Agent: John A. Anderson on behalf of Lodge of Chattanooga, LLC

Applicant's Address: 633 Chestnut Street, Suite 900, Chattanooga, TN 37450-0900

Applicant's Phone Number: (423) 756-8400 Email: janderson@gkhpc.com

ACKNOWLEDGEMENT (Please Initial the following applicable box)

For Properties Located in the City of Chattanooga

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

For Properties Located in Unincorporated Hamilton County

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

Signature of Property Owner(s): 

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

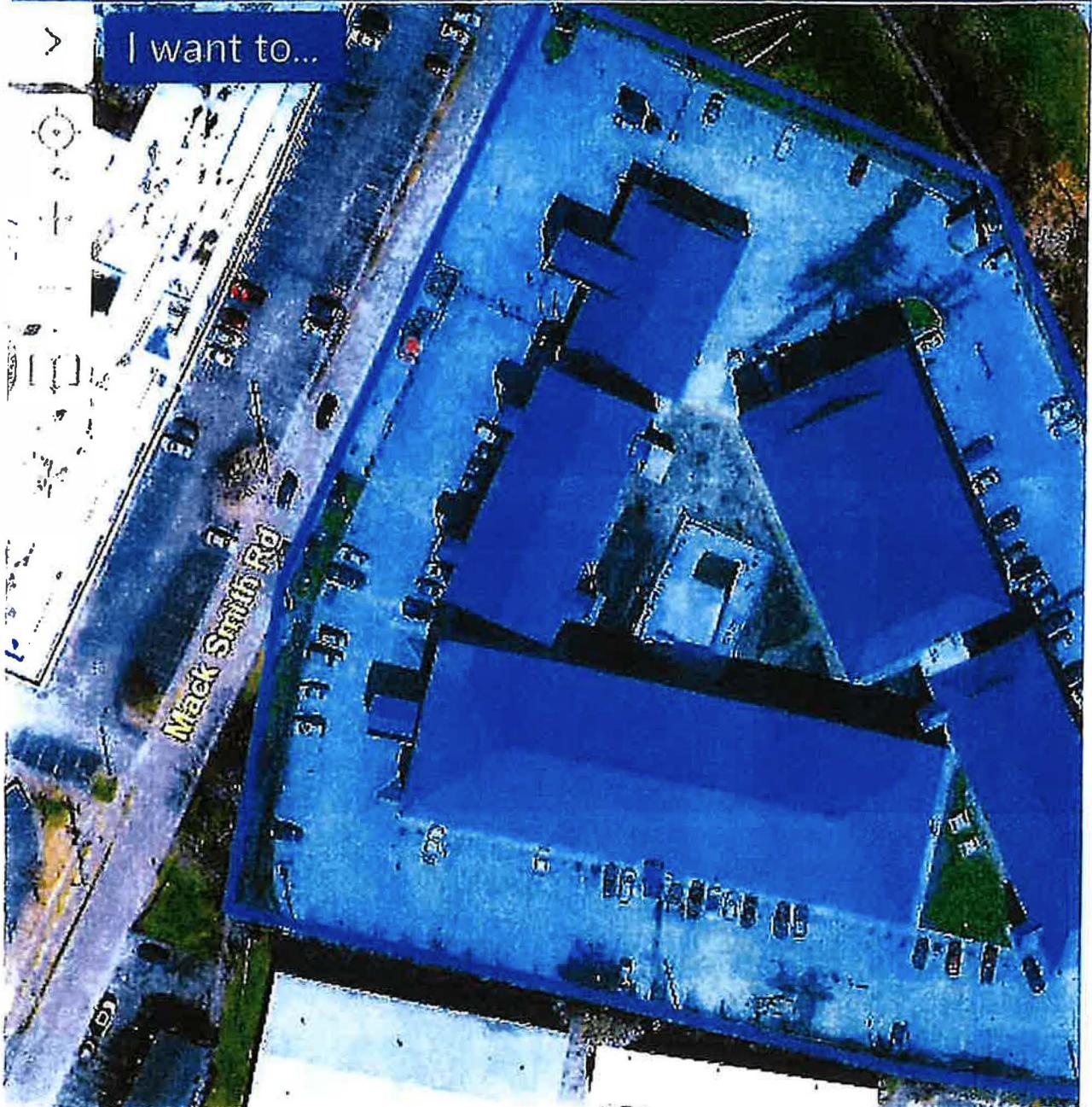
Date: 5/25/21

EXHIBIT "B"
PERMITTED EXCEPTIONS

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

Hamilton County Mapping - GISMO 5

> I want to...



2020 Ima...



1:500

16-045

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

1/2 1307

SPECIAL WARRANTY DEED

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

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

3542

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

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

STATE OF GEORGIA
 COUNTY OF DEKALB

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

[Signature]
 Affiant

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

[Signature]
 Notary Public



Book/Page: **GI 10667 / 159**
 Instrument: 2016020500175
 4 Page WARRANTY DEED Value of \$1,400,000
 Recorded by TLF on 2/5/2016 at 4:11 PM

DEED RECORDING FEE	20.00
DATA PROCESSING FEE	2.00
CONVEYANCE TAX	6,180.00
PROBATE FEE	1.00
TOTAL FEES	\$8,203.00

Date of Tennessee Hamilton County Register of Deeds **PAM HURST**

Book and Page: GI 10667 160

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

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

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

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

By: [Signature]

Name: Jean Gysin

Title: Manager

STATE OF Georgia)
COUNTY OF Dekalb)

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

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

[Signature]
Notary Public

My commission expires: 10/7/18



EXHIBIT A

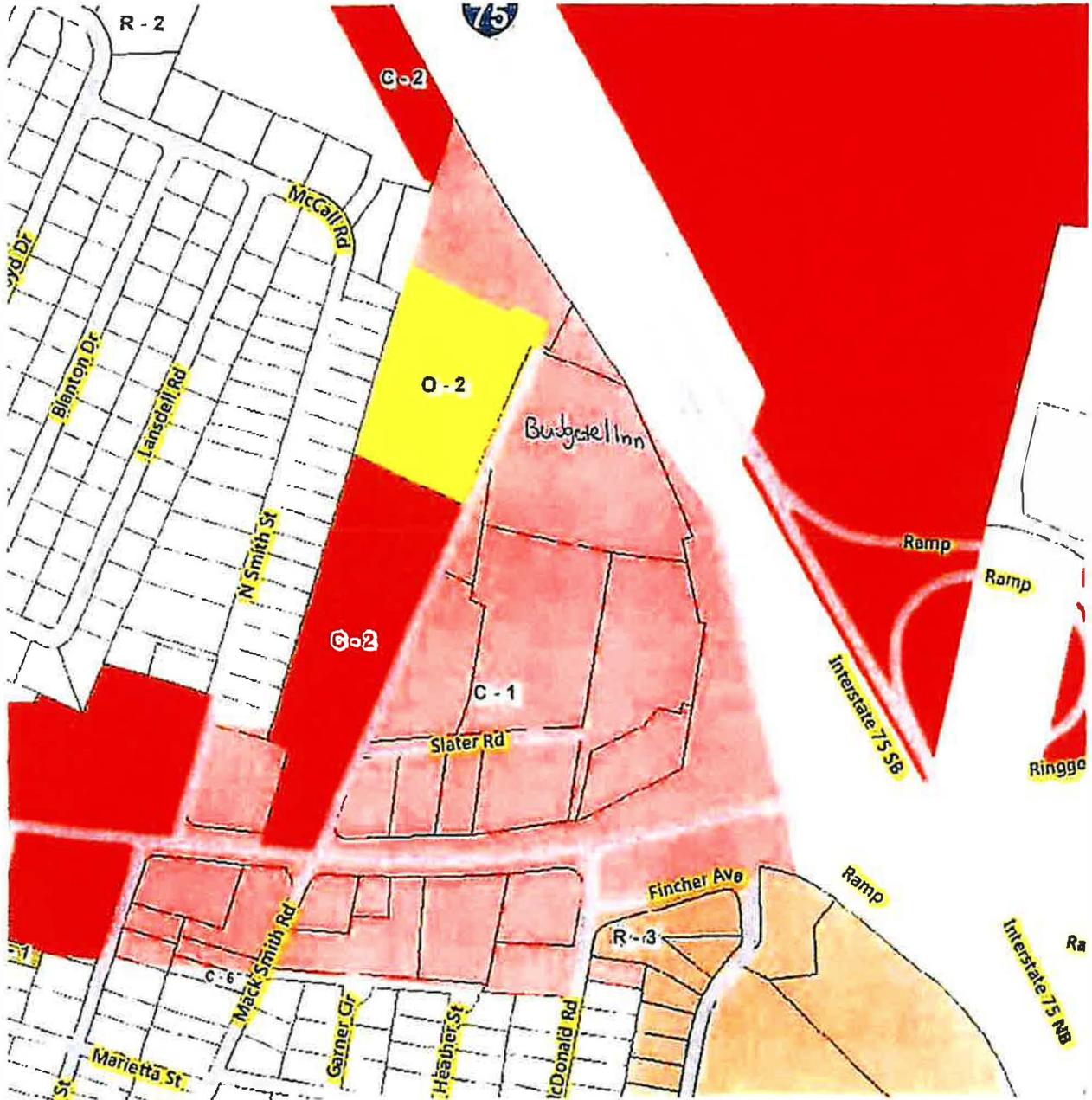
Legal Description

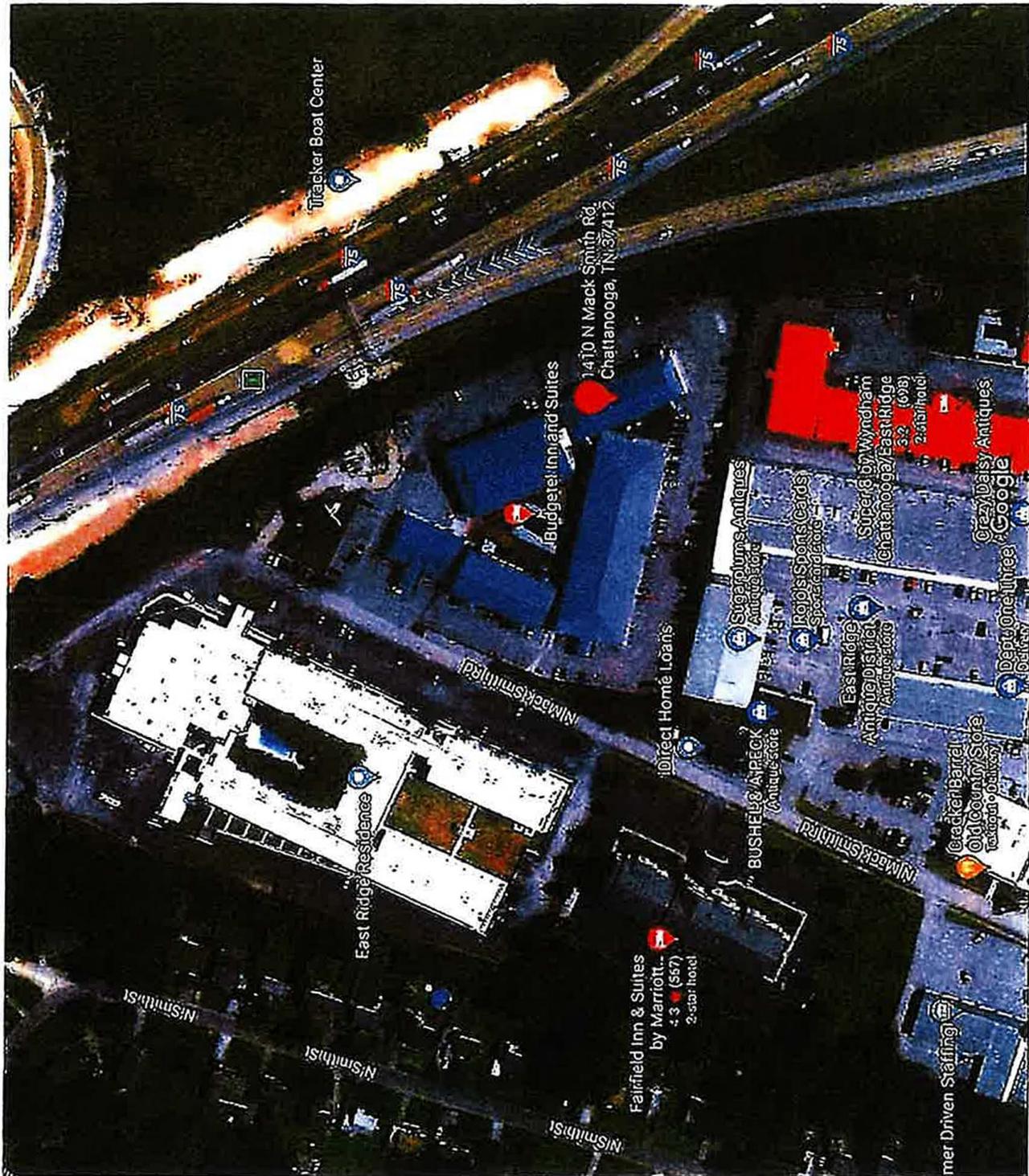
Located in the Second Civil District of Hamilton County, Tennessee:

A certain piece of land in the Second Civil District of Hamilton County, Tennessee, being a part of Block "E", McDonald Estates Subdivision, as shown by plat of record in Plat Book 14, Page 5, in the Register's Office of Hamilton County, Tennessee, and being described as follows: BEGINNING at an iron pin at the Northwestern corner of the tract conveyed to Urbane Constructors, Inc., by deed recorded in Book 2070, Page 808, in the said Register's Office; thence North 78 degrees 14 minutes 51 seconds West 336.21 feet to an iron pin in the Eastern line of the James H. Pickett and Kubert L. Pickett Tract, as established by the line Agreements recorded in Book 1721, Page 392, and in Book 1795, Page 27, in the said Register's Office; thence North 10 degrees 50 minutes East, along said agreed line, 162.59 feet to an iron pin in the Eastern line of Mack Smith Road; thence North 26 degrees 14 minutes East, along the Eastern line of Mack Smith Road 327.76 feet to the Northwestern corner of said Block "E"; thence along the Northern line of said Block "E", South 65 degrees 17 minutes East, 164.20 feet to an iron pin; thence continuing South 64 degrees 27 minutes East 79.20 feet to the Northwestern or most Western corner of the tract conveyed to the State of Tennessee, by deed recorded in Book 1374, Page 117, in the said Register's Office; thence South 22 degrees 09 minutes East, along the Southwestern line of said State of Tennessee Tract 421.00 feet to an iron pin; thence continuing along said line, South 12 degrees 12 minutes East 23.68 feet to an iron pin; thence North 83 degrees 12 minutes West, along the Northern line of the tract conveyed to the State of Tennessee, by deed recorded in Book 1374, Page 119, in the said Register's Office, 32.45 feet to a concrete monument; thence Southwardly, along the Western line of said State of Tennessee Tract 63.83 feet to the Northeastern corner of said Urbane Constructors, Inc., Tract; thence North 79 degrees 21 minutes West, along the Northern line of said Urbane Constructors, Inc., Tract 211.22 feet to the point of beginning.

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

The source of grantor's interest is found in Deed recorded in Book 7695, Page 982, in the Register's Office of Hamilton County, Tennessee,







City of East Ridge

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

Building and Codes Department

ORDINANCE NO. 1156

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.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

ORDINANCE NO. 1156

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTIES LOCATED AT 930 AND 931 HURST STREET, 1000 AND 1004 FLOYD DRIVE, 6517 MCCALL ROAD, AND 1403 MACK SMITH ROAD, FROM R-2 RESIDENTIAL DUPLEX DISTRICT, C-1 COMMERCIAL DISTRICT, AND O-2 HOSPITAL AND INSTITUTION DISTRICT TO C-4 PLANNED COMMERCE CENTER DISTRICT

WHEREAS, Asa Engineering and Consulting, on behalf of the owner Sterling Holdings, LLC, has petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of the following properties from R-2 Residential Duplex District, C-1 Commercial District, and O-2 Hospital and Institution District to C-4 Planned Commerce Center District.

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

The properties are more particularly described as follows:

Lot F, Amended Landsdell Addition, Plat Book 18, Page 79, ROHC, being the property described as Tract 1 in Deed Book 11723, Page 649, ROHC, Lot 4, Revised Plan of Lots 3 and 4, the Southern Inn Subdivision, Plat Book 69, Page 144, ROHC, Deed Book 11675, Page 418 (part), ROHC, Lot B, Amended Landsdell Addition, Plat Book 18, Page 79, ROHC, Deed Book 11721, Page 234, ROHC, Lot A and A-1, Osborne's Subdivision, Plat Book 38, Page 106, ROHC, being the properties described as Tracts 2 and 3 in Deed Book 11934, Page 866, ROHC, and Lot 1, Final Plat of The Southern Inn Subdivision, Plat Book 43, Page 24, ROHC, being the property described as Tract 1, Deed Book 12504, Page 582, ROHC. Tax Map 169E-C-001, 169E-D-001.01, 006, 007, 007.01 and 169L-K-020

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on January 12, 2022, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on January 12, 2022; and

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

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

WHEREAS, the East Ridge City Council held a public hearing on February 10, 2022, at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the following properties from R-2 Residential Duplex District, C-1 Commercial District, and O-2 Hospital and Institution District to C-4 Planned Commerce Center District for uses consistent with such zoning.

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

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

Passed on First Reading _____, 2022

Passed on Second Reading _____, 2022

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

Department of Building & Codes

Rezone Application

Applicant Information

Date of Application: 11-19-21

Applicant Name: Asa Engineering & Consulting

Applicant Address: 714 Cherry Street Chattanooga Tn

Applicant Phone Number(s): 423-805-3700

Property Information

Property Address: 930,931 Hurst St., 1000, 1004 Floyd Dr **Tax Parcel Number:** 169E-C-001, 169E-D-001.01, 169E-D-007, 169E-D-007.01,

Property Zoning: R-2, C-1, O-2 **Requested Zoning:** 169L-K-020
C-4

Requested Rezone Purpose: _____

Rezone from R-2 Residential Duplex District, C-1 Commercial District and O-2 Hospital Institutional District to C-4 Planned Commerce Center District to develop new townhomes and parking areas.

\$200.00 Fee Paid	_____
Method of Pmt.	_____


Signature of Applicant

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

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

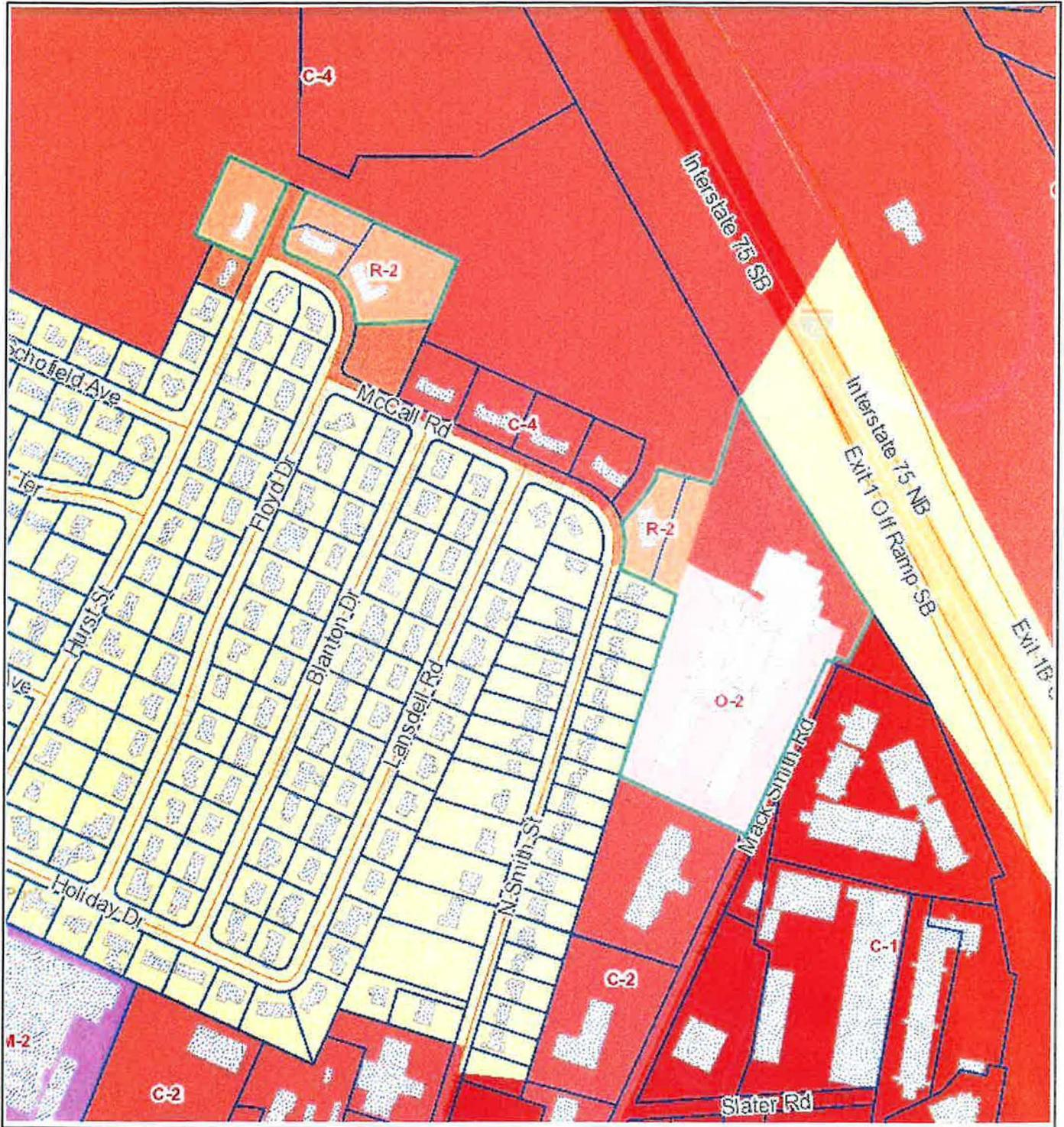
Andrea Witt
Councilmember

Chris Dorsey
City Manager



CASE NUMBER: 2022-0011		Date Submitted: 11/22/2021					
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist if needed</i>							
1 Applicant Request							
Rezone From: R-2, C-1, O-2		Rezone To: C-4	Total acres in request area: 10.3				
2 Property Information							
Property Address: 930 & 931 Hurst St, 1000 & 1004 Floyd St, 6517 McCall Rd, 1403 Mack Smith Rd		Property Tax Map Number 169E-C-001, 169E-D-001.01, 006, 007, 007.01, and 169L-K-020					
3 Proposed Development							
Reason for request/Project description:	New Townhomes and Parking						
4 Site Characteristics							
Current Use:	Duplexes and Vacant						
Adjacent Uses:	Residential, Soccer Stadium, Commercial						
5 Applicant Information							
Name: ASA Engineering (c/o Kenny Custer)							
Address (street, city, state, zip): 714 Cherry St, Chattanooga, TN 37402							
Phone: 423-805-3700		Email: ckuster@asaengineeringinc.com					
Primary Contact (if different than applicant information):							
Address (street, city, state, zip):							
Phone:		Email:					
<input type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.							
6 Property Owner Information <i>Only fill out this section if applicant is not the property owner. RPA requires a letter of authorization from the property owner confirming that the applicant has permission to file this application on their behalf. Owner Authorization Letters are available through the RPA.</i>							
Name: Sterling Holdings, LLC							
Address (street, city, state, zip): 2720 Homestead Rd, Suite 200, Park City, UT 84098							
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							
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan	<input checked="" type="checkbox"/>	Ownership Authorization		
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds	<input checked="" type="checkbox"/>	Plats		
<input checked="" type="checkbox"/>	Application Fee: \$705	<input type="checkbox"/>	Cash	<input type="checkbox"/>	Credit	<input checked="" type="checkbox"/>	Check 3834
<input checked="" type="checkbox"/>	Notice signs	Number of notice signs: 1					
Municipality: East Ridge		Planning District: 6		Neighborhood: None			
County Commission District: 8			City Council District: 0				
PC meeting date: East Ridge			Application processed by: Jennifer Ware				
<u>Staff Recommendation :</u>		<u>PC Action/Date:</u>		<u>Legislative Action/Date/Ordinance:</u>			

2022-0011 Rezoning from R-2, C-1 and O-2 to C-4



2022-0011 Rezoning from R-2, C-1 and O-2 to C-4



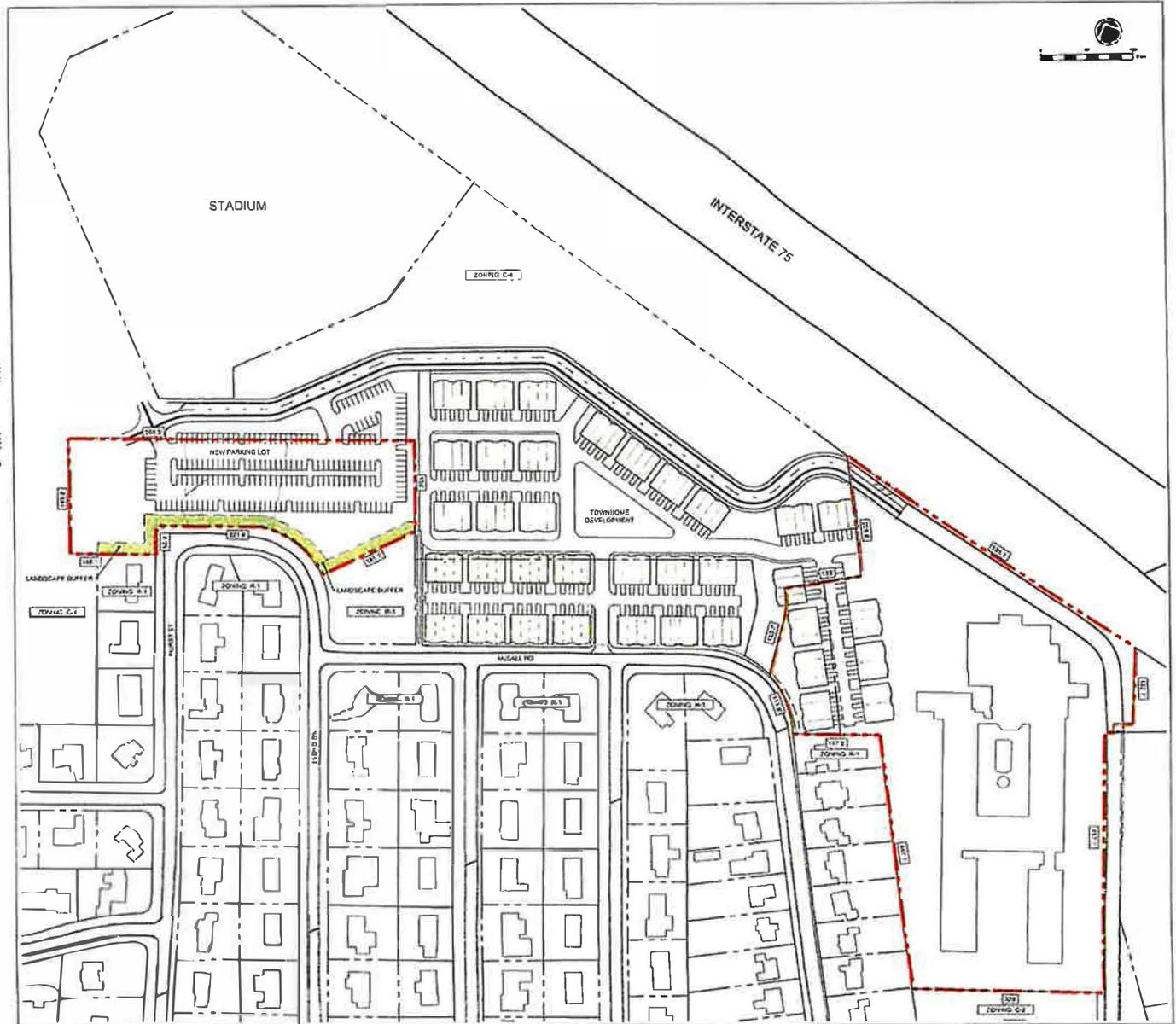


SITE DATA

Owner: STERLING HOLDINGS LLC
 Street Address: 930 & 931 HURST ST, 1000 & 1004 FLOYD ST, 6517 McCALL RD, 1403 MACK SMITH RD
 Tax Map: 169E C 001; 169E D 007 & 007.01; 169E D 008; 169E D 001.01; 169L K 020
 Lot Size: 10.3± AC
 Council District: CITY OF EAST RIDGE
 Current Zone: R-2, C-1, O-1
 Proposed Zone: C-4
 Proposed Use: TOWNHOMES & PARKING

Project Contact

Kenny Custer
 Asa Engineering & Consulting, Inc
 714 Cherry St
 Chattanooga, TN 37402
 kcuster@asaengineeringinc.com
 423 605 3700



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

CASE NUMBER: 2022-0011 **PC MEETING DATE:** 01/10/2022 **APPLICANT:** ASA Engineering (c/o Kenny Custer)

PROPERTY OWNER: Sterling Holdings, LLC **PROPERTY ADDRESS:** 930, 931 Hurst St., 1000, 1004 Floyd St., 6517 McCall Rd., 1403 Mack Smith Rd. **TAX MAP PARCEL ID:** 169E-C-001, 169E-D-001.01, 169E-D-006, 169E-D-007, 169E-D-007.01, 169L-K-020

SIZE OF REQUEST AREA: 10.3 acres **JURISDICTION:** East Ridge **REQUEST:** Rezone from R-2, C-1, and O-2 to C-4.

REASON FOR REQUEST/PROJECT DESCRIPTION: Rezone from R-2 Residential Duplex District, C-1 Commercial District, and O-2 Hospital & Institution District to C-4 Planned Commerce Center District to develop new townhomes and parking areas. This case is associated with MR 2022-0012 to abandon the 900 Block of Hurst Street R-O-W.

PROPERTY DESCRIPTION		
EXISTING LAND USE Two-Family Residential Vacant Assisted Living Facility	SURROUNDING LAND USES <u>North:</u> Vacant, Recreational/Commercial <u>East:</u> Two-Family Residential, Single-Family Detached, Recreational/Commercial <u>South:</u> Commercial, Single-Family Detached <u>West:</u> Commercial, Single-Family Detached	ACCESS Parcels are accessed from Hurst Street, Floyd Street, McCall Road, and Mack Smith Road
PROPOSED RESIDENTIAL DENSITY 12.8 du/ac	ADJACENT RESIDENTIAL DENSITY 3 du/ac	NATURAL RESOURCES The parcels are located within the 100-year Floodplain.

ZONING

ZONING HISTORY

- Case 2021-0120, a request to rezone 1410 N. Mack Smith Road from C-1 to R-3 for proposed apartments.
- Case 2020-0106, a request to rezone 6501, 6505, 6509, and 6513 McCall Road from R-2 to C-4 for residential townhomes. Request was approved with conditions by City Council of East Ridge by Ordinance No. 1136. Conditions state only apartment, townhouses, and condominiums shall be permitted with specific requirements for entrances, parking, etc.
- Case 2019-0081, a request to rezone the 6500 Block of McCall Road from R-1, R-2, C-2, and O-2 to C-4 zone to construct multi-use development consisting of retail, residential, and commercial spaces. Request was approved by City Council of the City of East Ridge by Ordinance No. 1108.

ZONE DISTRICT COMPATIBILITY	USE	CURRENT R-2 ZONE	CURRENT C-1 ZONE	CURRENT O-2 ZONE	PROPOSED C-4 ZONE
	Single-Family Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Two-Family Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Multi-Family Residential	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Commercial Office	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Institutional	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Lodging	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Warehousing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DEVELOPMENT STANDARDS	CURRENT R-2 ZONE	CURRENT C-1 ZONE	CURRENT O-2 ZONE	PROPOSED C-4 ZONE
Lot Size	10,000 SF	N/A	N/A	N/A
Lot Frontage	75'	N/A	N/A	N/A
Setbacks	Front: 25' Side: 10' Rear: 25'	Front: 25' Side: 10' Rear: 25' against R-1, R-2, R-3, R-55, RZ-1, or RT-1	Front: 25' Side: 15', 20' when abutting Residential Rear: 30'	Front: 25' Side: 10' abutting residential zone Rear: 25' abutting residential zone
Building Height	2 ½ stories or 35'	No building shall exceed in height the shortest distance from building to nearest boundary of a Residential district	4 stories or 45'	No portion of any structure shall project through imaginary planes leaning inward from lot lines at an angle of 45 degrees, nor necessitate an increase in established glide angles or raise elevations of established turning circles in relation to any airport, contingent upon FAA approval.

OTHER DEPARTMENT COMMENTS

EBP commented, "need to retain a 20' easement for existing power and communication lines along the southwestern boundary line."

DISCUSSION OF STAFF RECOMMENDATION

- Yes No See Comments **COMPATIBILITY WITH COMPREHENSIVE PLAN**
 The RPA does not have an adopted area plan currently on file; however, The Hamilton County Comprehensive Plan shows development intensity level 1 on this site. Level 1 areas are culturally, environmentally, or aesthetically significant but are not managed or protected. These areas tend to have limited transportation facilities or road networks that can support intensive development.
- Yes No See Comments **COMPATIBILITY WITH ADJACENT LAND USES**
 The proposed residential townhomes are compatible with the surrounding single family, two-family residential, hotel/motel, and assisted living uses, but may require additional conditions in order to mitigate any potential nuisances such as excess lighting, noise, and traffic.
- Yes No See Comments **COMPATIBILITY WITH DEVELOPMENT FORM**
 The proposed townhome development will be located between existing single-family homes and a soccer stadium. The townhomes, while currently not a development

form present in the area, may serve as a transitional area between the existing residences and the new commercial development to the north.

There is an existing assisted-living facility, as well as hotels to the east of the proposed townhome development. These uses illustrate an existing multi-unit development form that the townhomes will mimic.

The proposed parking (unclear if for townhomes or soccer stadium as townhomes are shown with driveways) will have a landscape buffer along the south parcel line abutting the existing residential subdivision.

Yes No See
Comments

CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

There is a height restriction contingent on FAA approval, but no specific height or story restriction. This may be of concern if the proposed townhomes are significantly taller than the existing Single-Family and Commercial structures.

Landscaping should be considered along the southern parcel line to separate the townhomes and parking lot from the existing Single-Family subdivision.



City of East Ridge

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

Building and Codes Department

ORDINANCE NO. 1157

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.

ORDINANCE NO. 1157

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, CLOSING AND ABANDONING A PORTION OF THE RIGHT-OF-WAY LOCATED AT THE 900 BLOCK OF HURST STREET, A PORTION OF TAX MAP NOS. 169E-C-001, 169E-D-007 AND 169E-D-007.01 AS DETAILED ON THE ATTACHED MAP, SUBJECT TO CERTAIN CONDITIONS

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

WHEREAS, the Applicant, ASA Engineering and Consulting, Inc., on behalf of the owner Sterling Holdings, LLC, has submitted an application for closure/abandonment to the Hamilton County Regional Planning Agency in accordance with T.C.A. § 13-4-104 for mandatory referral related to the following properties:

169E-C-001
169E-D-007
169E-D-007.01

WHEREAS, it has been determined that Hurst Street bisects these respective properties and the Applicant wishes to abandon a portion of the end of the right-of-way of Hurst Street; and

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

WHEREAS, the East Ridge Planning Commission held a public hearing on this matter on February 7, 2022, where it reviewed the Applicant's application and heard and considered all statements concerning the petition at a public hearing; and

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

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

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

WHEREAS, the East Ridge City Council held a public hearing on February 10, 2022 at which time all interested parties were given an opportunity to be heard; and

WHEREAS, the City Council, after consideration of recommendations of the RPA staff are of the opinion that it is proper, necessary and in the best interests of the health, safety, morals and general welfare of the City to abandon the portion of the right-of-way of Hurst Street as reviewed and approved by the Planning Commission and to transfer the unrestricted title and use of the abandoned portion to the adjacent owner Sterling Holdings, LLC.

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

Section 1. That the right-of-way portion of Hurst Street as depicted in Exhibit A hereto is abandoned and the City does henceforth close, abandon, relinquish, and quitclaim any and all title it may have, either legal or equitable, in the underlying right-of-way to Sterling Holdings, LLC.

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

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

Passed on First Reading _____, 2022

Passed on Second Reading _____, 2022

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

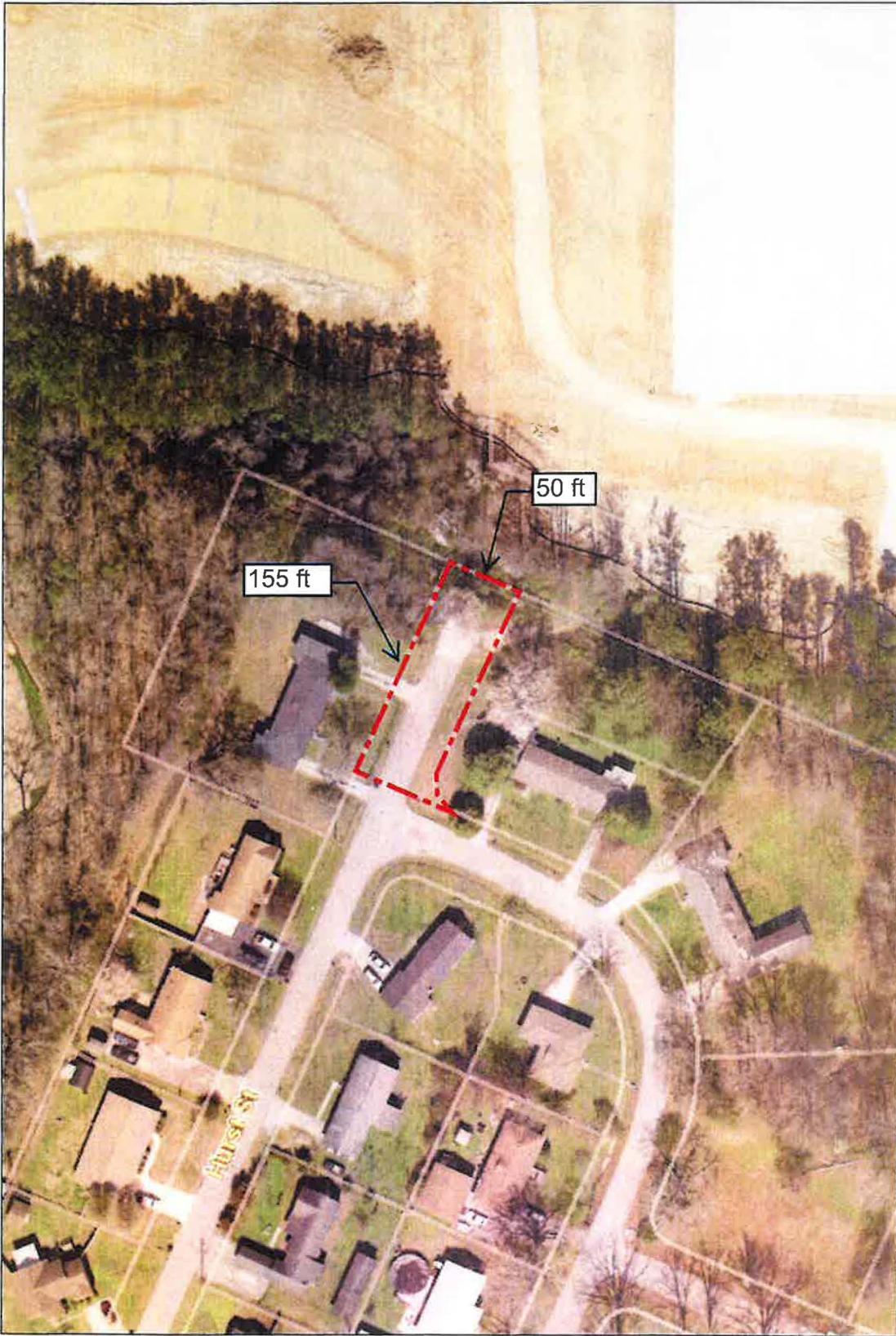
APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

GISMO 5 - Exhibit A



Legend
Parcels



0 100.00 200.0 Feet

NAD_1983_StatePlane_Tennessee_FIPS_4100_Feet
© Latitude Geographics Group Ltd.



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



City of East Ridge

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

Department of Building & Codes

Rezone Application

Applicant Information

Date of Application: 11-19-21

Applicant Name: Asa Engineering & Consulting

Applicant Address: 714 Cherry Street Chattanooga Tn

Applicant Phone Number(s): 423-805-3700

Property Information

Property Address: _____ **Tax Parcel Number:** 169E-C-001, 169E-D-007
169E-D-007.01

Property Zoning: _____ **Requested Zoning:** _____

Requested Rezone Purpose: _____

To abandon a portion _____ of Hurst Street at the dead end to
allow for continuity of the existing development.

\$200.00 Fee Paid	_____
Method of Pmt.	_____


Signature of Applicant

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

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

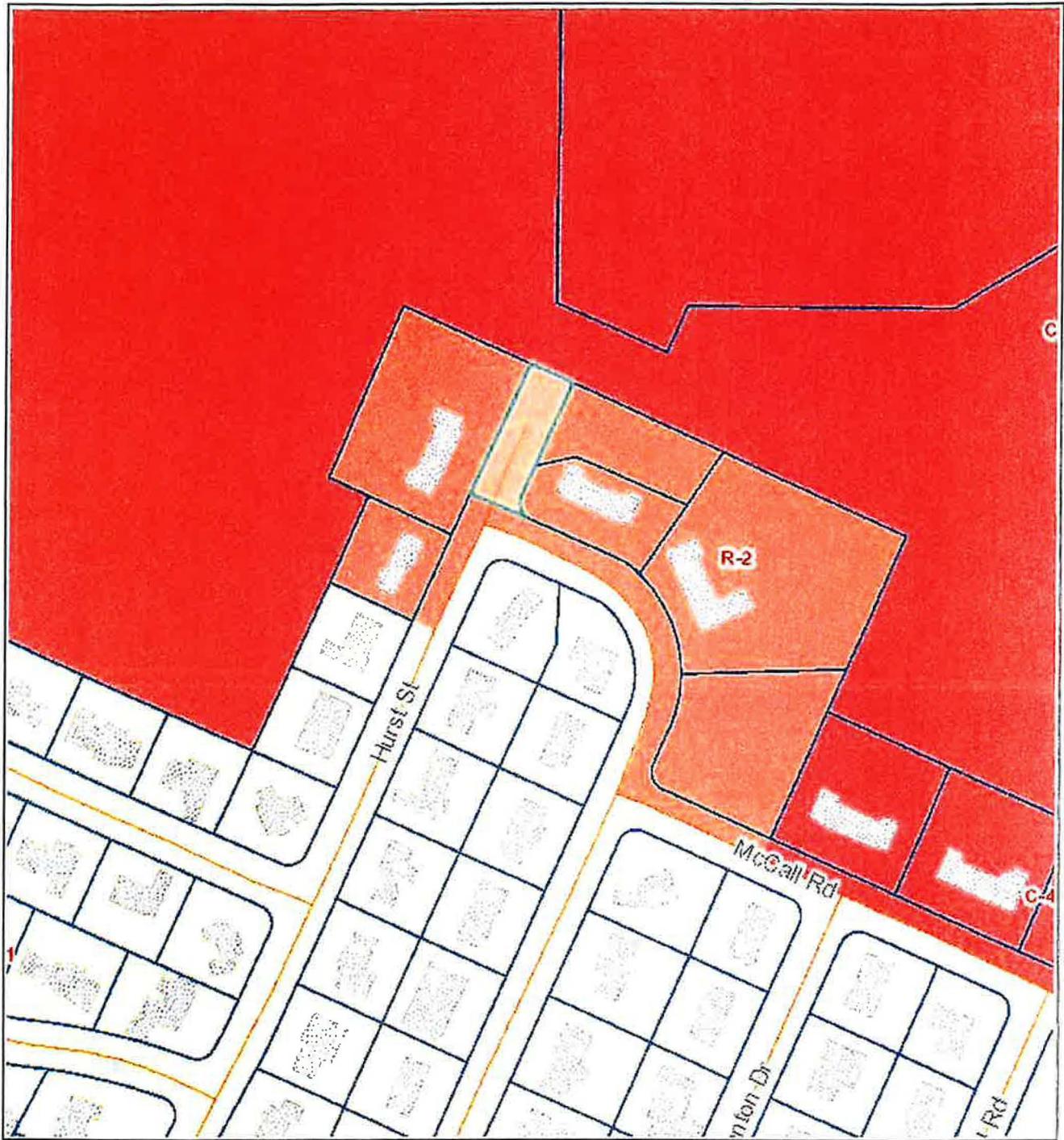
Chris Dorsey
City Manager



Closure/Abandonment Application Form

CASE NUMBER: MR 2022-0012		Date Submitted: 11/22/2021	
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist, if needed</i>			
1 Applicant Request (Mandatory Referral per TCA 13-4-104)			
Closure/Abandonment	<input type="checkbox"/> Alley	<input checked="" type="checkbox"/> Street	<input type="checkbox"/> Other
	<input checked="" type="checkbox"/> Open	<input type="checkbox"/> Unopened	<input checked="" type="checkbox"/> Improved
2 Property Information			
Closure area 7920 sq feet		Length/Width: 155 x 50	
		Beginning NW Corner 169E-D-007.01	Ending: S line 169E-D-007
Block ranges of closure: 900 block of Hurst St		Tax map parcels: 169E-C-001, 169E-D-007 & 007.01	
3 Proposed Development			
Reason for Request and/or Proposed Use:	To remove access from development to neighborhood and the addition of a new parking lot		
4 Site Characteristics			
Current Zoning:	R-2		
Current Use:	Public Right of Way		
5 Applicant Information			
Name: ASA Engineering and Consulting			
Address (street, city state, zip): 714 Cherry St, Chattanooga, TN 37402			
Phone: 423-805-3700		Email: kcuster@asaengineeringinc.com	
Primary Contact (if different than applicant information):			
Address (street, city state, zip):			
Phone:		Email:	
<input type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.			
6 Property Owner Information 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.			
Name: Sterling Holdings, LLC			
Address (street, city state, zip): 2720 Homestead Rd, Suite 200, Park City UT 84098			
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			
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds
<input checked="" type="checkbox"/>	Application Fee: \$350	<input type="checkbox"/>	Cash
<input checked="" type="checkbox"/>	Notice signs	<input checked="" type="checkbox"/>	Credit
		<input checked="" type="checkbox"/>	Check 3835
		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:	

MR 2022-0012 Abandonment



MR 2022-0012 Abandonment



MR 2022-0012 Abandonment



MR 2022-0012 Abandonment



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

CASE NUMBER: MR2022-0012

APPLICANT: ASA Engineering and Consulting

PROPERTY OWNER: Sterling Holdings, LLC

PROPERTY ADDRESS: 900 Block of Hurst Street

TAX MAP PARCEL ID: 169E-C-001, 169E-D-007, 169E-D-007.01

SIZE OF PROPERTY: 0.18 acres

REQUEST: Requesting to remove access from development to neighborhood and the addition of a new parking lot.

PROPERTY DESCRIPTION

ROAD STATUS
Open

IMPROVEMENT STATUS
Improved

R.O.W. DIMENSIONS
155' X 50'

ZONING

ZONING HISTORY • The right-of-way is currently zoned R-2.

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

OTHER DEPARTMENT COMMENTS

EBP commented, "need to retain a 20' easement for existing power and communication lines along the northern boundary line."

DISCUSSION OF STAFF RECOMMENDATION

- Yes No **THE R-O-W PROVIDES EXISTING OR POTENTIAL SERVICE OR ACCESS TO ADJACENT PROPERTIES**
 See Comments The Hurst Street Right-of-Way (900 Block) currently provides access to 930, 931, and 933 Hurst Street. The proposed site plan shows the demolition/removal of any existing dwellings to be replaced with a shared parking lot for the proposed townhouse development. Access will be relocated to a different location on site and the R-O-W does not provide future connectivity, because it dead ends into a private commercial property. Therefore, the closure of the R-O-W should not affect service or access to adjacent properties.
- Yes No **THE CLOSURE WILL NOT LAND-LOCK ANY PROPERTY**
 Property at Property at 1003 and 1004 Hurst Street will still have frontage and access to Hurst Street. 930, 931, 933 Hurst and 1000, 1002, 1004, 1006 Floyd Drive will be demolished to construct the new parking lot for the townhouse development, therefore parcels will not be landlocked by Right-of-Way closure.
- Yes No **TOPOGRAPHY, GRADE OR OTHER NATURAL RESOURCES ON SITE**
 There is no topography in R-O-W. The R-O-W is located within the 100 Year Floodplain.

STAFF RECOMMENDATION

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

ORDINANCE NO. 1158

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.

ORDINANCE NO. 1158

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 495 CAMP JORDAN PARKWAY, TAX MAP #170I-A-037.09, FROM C-1 COMMERCIAL DISTRICT TO O-2 HOSPITAL AND INSTITUTION DISTRICT

WHEREAS, Exit One III, Ethan Wood, has petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of the property located at 495 Camp Jordan Parkway, Tax Map #170I-A-037.09, from C-1 Commercial District to O-2 Hospital and Institution District. The property is more particularly described as follows:

Being a portion of Lot 5, Best Value Inn Subdivision recorded in Plat Book 119, Page 9 in the Register's Office of Hamilton County, Tennessee, and being more particularly described as follows: COMMENCING at a rod/ cap found at the Northwest corner of said Lot 5; and being a point on the eastern right-of-way of Camp Jordan Parkway; thence with right-of-way of said Parkway, South 12 degrees 47 minutes 36 seconds West a distance of 66.29 feet to the TRUE POINT OF BEGINNING and being the northwest corner of the herein described property; thence leaving the right-of-way of said Parkway, South 77 degrees 12 minutes 24 seconds East a distance of 13.35 feet to a point; thence with a curve to the right having a radius of 62.50 feet and an arc length of 32.02 feet (a tangent of 16.37 feet and a delta angle of 29 degrees 21 minutes 25 seconds) to a point; thence South 47 degrees 50 minutes 59 seconds East a distance of 104.00 feet to a point; thence with a curve to the left having a radius of 112.50 feet and an arc length of 18.13 feet (a tangent of 9.08 and a delta angle of 09 degrees 13 minutes 58 seconds) to a point; thence South 57 degrees 04 minutes 57 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 11 seconds West a distance of 248.87 feet to a point at the southeast corner of the herein described property; thence North 76 degrees 26 minutes 23 seconds West a distance of 246.25 feet to a point on the eastern right-of-way of said Parkway at the southwest corner of the herein described property; thence with the right-of-way of said Parkway North 12 degrees 47 minutes 36 seconds East a distance of 348.59 feet to the POINT OF BEGINNING and containing 1.71 acres more or less.

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on February 7, 2022, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on February 7, 2022; and

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

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

WHEREAS, the East Ridge City Council held a public hearing on February 24, 2022, at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 495 Camp Jordan Parkway, Tax Map #170I-A-037.09, from C-1 Commercial District to O-2 Hospital and Institution District, for uses consistent with such zoning.

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

Passed on First Reading _____, 2022

Passed on Second Reading _____, 2022

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



Chattanooga-Hamilton County Regional Planning Agency
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			
Rezone From: C-1		Rezone 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:	
<input checked="" type="checkbox"/>	← If the Applicants Information is the same as the Property Owners, please check the box to the left.		
6 Property Owner Information 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.			
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			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$635	Cash	Credit	<input checked="" type="checkbox"/> Check 30893
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 1		
Municipality: East Ridge		Planning District: 6	Neighborhood: None
County Commission District: 8		City Council District: 0	
PC meeting date: East Ridge		Application processed by: Jennifer Ware	
Staff Recommendation :	PC Action/Date:	Legislative Action/Date/Ordinance:	

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

CASE NUMBER: 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
Single-Family Residential
Multi-Family Residential
Commercial
Office
Institutional
Lodging
Hospital/Emergency Services

CURRENT C-1 ZONE

PROPOSED O-2 ZONE

DEVELOPMENT STANDARDS

Lot Size
Setbacks
Building Height

CURRENT C-1 ZONE
N/A
Front: 25'
Side: 10'
Rear: 25' when abutting R-1, R-2, R-3, R-5, RZ-1, Rt-1.
Height should not exceed the shortest distance from building to nearest boundary of residential district

PROPOSED O-2 ZONE
N/A
Front: 25'
Side: 15', 20' when abutting residential
Rear: 30'
4 stores or 45' in height

to service existing and growing populations.

Yes No See Comments

COMPATIBILITY WITH ADJACENT LAND USES

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.

Yes No See Comments

COMPATIBILITY WITH DEVELOPMENT FORM

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.

Yes No See Comments

CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

The O-2 Hospital and Institution district allows for hospitals, medical offices, and emergency services like helipads and ambulance services. These uses have the potential for high traffic volume and noise.

Yes No See Comments

COMPATIBILITY WITH NATURAL RESOURCES

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.

DISCUSSION OF STAFF RECOMMENDATION

Yes No See Comments

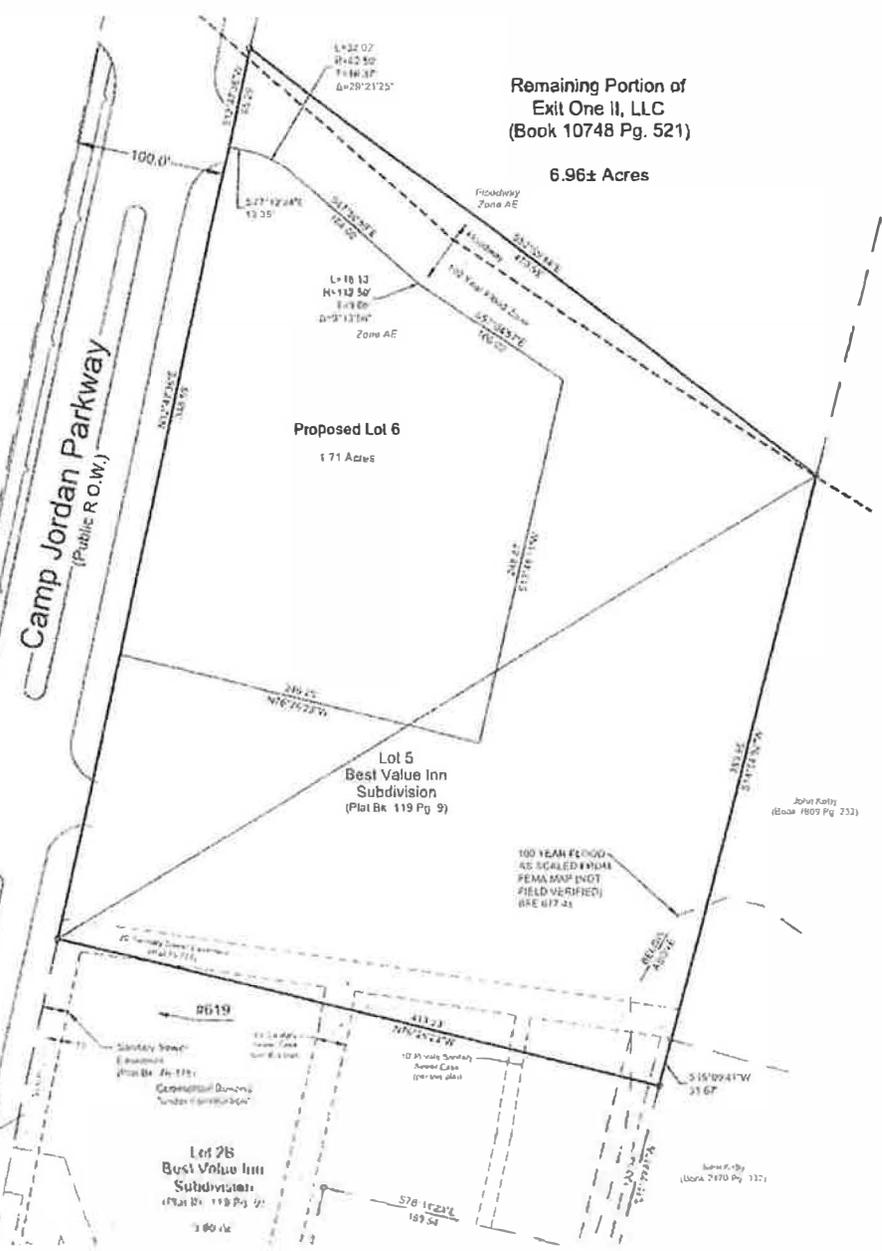
COMPATIBILITY WITH COMPREHENSIVE PLAN

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

DESCRIPTION

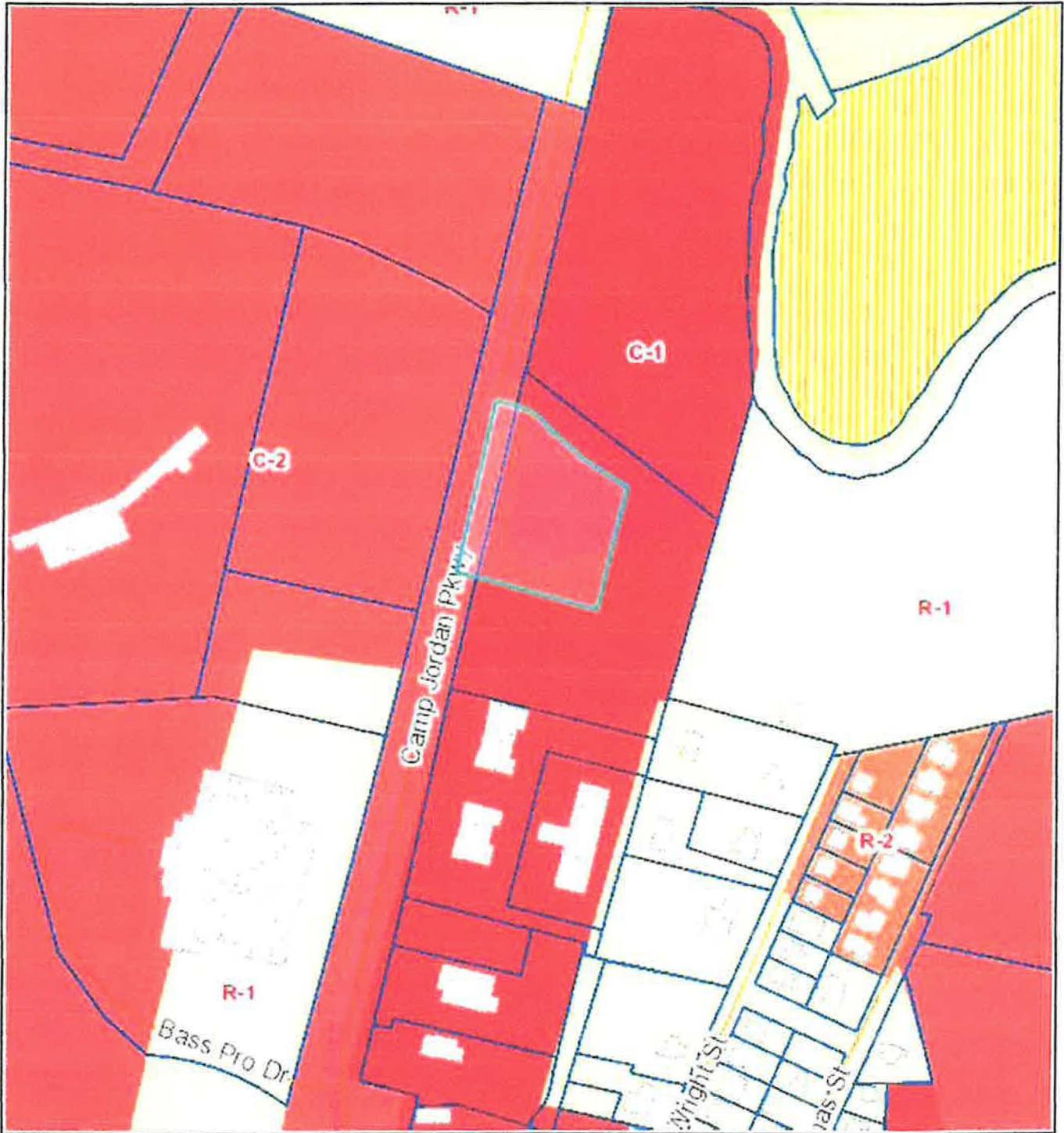
1 Lot 5, Best Value Inn Subdivision recorded in Plat Book 119, Page 9 in the State of Tennessee, Hamilton County, Tennessee and being more particularly described as follows:

A road/cap located at the Northwest corner of said Lot 5, and being a point on the east of Camp Jordan Parkway, the same with right-of-way of said Parkway, South 12 degrees 36 seconds West a distance of 66.70 feet to the TRUTH POINT OR BEGINNING Northwest corner of the herein described property; thence leaving the right-of-way South 77 degrees 10 minutes 24 seconds East a distance of 13.35 feet to a point; thence to the right following a radius of 62.50 feet and an arc length of 32.02 feet (3 feet and a delta angle of 29 degrees 21 minutes 25 seconds) to a point; thence South 50 minutes 59 seconds East a distance of 104.00 feet to a point; thence with a bearing a radius of 112.50 feet and an arc length of 18.13 feet (a tangent of 9.08 feet East a distance of 105.00 feet to a point at the northeast corner of the herein described property; thence South 13 degrees 48 minutes 31 seconds West a distance of 248.87 feet Southeast a distance of 326.75 feet to a point in the eastern right-of-way of said Parkway; thence West a distance of 326.75 feet to a point in the eastern right-of-way of said Parkway; thence with the right-of-way of said Parkway a distance of 348.59 feet to the POINT OF BEGINNING containing 1.71 acres more or less.

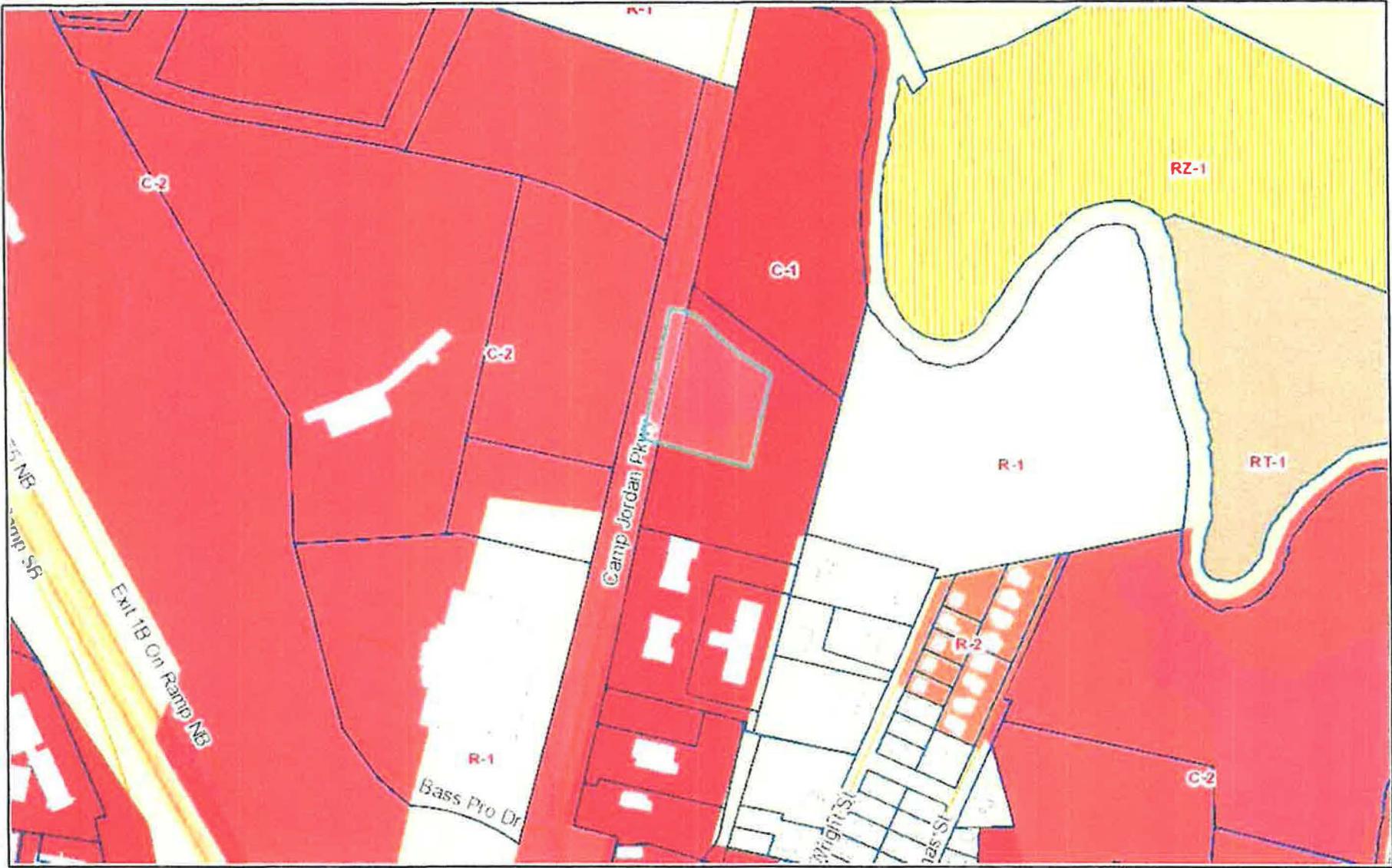


Hatched Area 100' Roadway Easement

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

ORDINANCE NO. 1159

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: February 8, 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 and created a Human Resources Manual (Rules and Regulations) which will take its place. Title 4 would be amended to delete all of the sections as they pertain to Personnel and instead have it contained in this Manual. A new Chapter 1 would now just refer to the HR Manual. In the future, changes could be made with Council approval by a simple resolution.

Respectfully,
Chris Dorsey

ORDINANCE NO. 1159

**AN ORDINANCE TO AMEND TITLE 4 OF THE
EAST RIDGE MUNICIPAL CODE PERTAINING
TO MUNICIPAL PERSONNEL**

WHEREAS, the City of East Ridge currently codifies all items related to Municipal Personnel under Title 4 in the East Ridge Municipal Code; and

WHEREAS, the current personnel policies are out of date and need major revisions to bring it in step with current state and federal laws and regulations; and

WHEREAS, the Council of the City of East Ridge desires to remove all codes related to Municipal Personnel and instead approve these by resolution in order to keep these more current.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of East Ridge, Tennessee, that Title 4 of the East Ridge Municipal Code is hereby amended by deleting Chapter 1 through Chapter 5 in their entirety and replacing Chapter 1 as follows:

**TITLE 4
CHAPTER 1
MUNICIPAL PERSONNEL MANUAL**

4-101. Municipal Personnel Manual Established. The City of East Ridge Personnel Manual, also known as Human Resources Rules and Regulations, shall be approved by resolution of the City Council.

4-102. Personnel Manual revisions. The City Manager shall present amendments and other revisions to the Personnel Manual to the City Council for approval by resolution.

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

Passed on First Reading _____, 2022

Passed on Second Reading _____, 2022

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

Department of Parks & Recreation
Cameron McAllister, Grant Writer

RESOLUTION NO. 3237

MEMO

TO: Mayor, Council and City Manager

FROM: Cameron McAllister

DATE: 2/7/2022

RE: Purchase of Dog Park Agility Equipment

Staff is requesting that the City purchase agility equipment for the Dog Park out of funds from the Boyd Foundation's Dog Park Dash Grant. This equipment will furnish the Dog Park which will allow citizens and their pets to enjoy a fenced in, furnished area to release energy and interact with others within our community.

The costs for the equipment are as follows:

Item Description	Quantity	Unit Price	Total Amount
Small Ring Jump	(1)	\$363.80	\$363.80
Crawl Tunnel Kit	(2)	\$1,068.45	\$2,136.90
Teeter Totter	(1)	\$1,099.05	\$1,099.05
King of the Hill	(1)	\$2,743.80	\$2,743.80
Ring Jump	(1)	\$702.95	\$702.95
Stepping Paws	(1)	\$1,250.35	\$1,250.35
Fido Fountain	(2)	\$2,327.30	\$4,654.60
Installation Services		\$3,496.00	\$3,496.00
		Sub-Total	\$16,447.45
		Freight	\$3,277.89
		Total	\$19,725.34

The agility equipment will be purchased from Play & Park structures which is a part of PlayCore Company. This company participates in the Omnia cooperative purchasing agreement allowing us to receive additional discounts on each piece ordered.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3237

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EAST RIDGE, TENNESSEE,
AUTHORIZING THE CITY MANAGER OR HIS
DESIGNEE TO PURCHASE AGILITY
EQUIPMENT FOR THE DOG PARK FROM
PLAY AND PARK STRUCTURES (A PLAYCORE
COMPANY) THROUGH THE OMNIA
PARTNERS PURCHASING COOPERATIVE**

WHEREAS, the City of East Ridge was awarded the Boyd Foundation Dog Park Dash Grant; and

WHEREAS, the Dog Park is under construction and the City must order agility equipment for the park as listed below; and

Item Description	Quantity	Unit Price	Total Amount
Small Ring Jump	(1)	\$363.80	\$363.80
Crawl Tunnel Kit	(2)	\$1,068.45	\$2,136.90
Teeter Totter	(1)	\$1,099.05	\$1,099.05
King of the Hill	(1)	\$2,743.80	\$2,743.80
Ring Jump	(1)	\$702.95	\$702.95
Stepping Paws	(1)	\$1,250.35	\$1,250.35
Fido Fountain	(2)	\$2,327.30	\$4,654.60
Installation Services		\$3,496.00	\$3,496.00
		Sub-Total	\$16,447.45
		Freight	\$3,277.89
		Total	\$19,725.34

WHEREAS, the Omnia Partners contract price for the equipment from Play and Park Structures (a Playcore Company) is \$16,447.45, with a cost for freight of \$3,277.89 for a total of \$19,725.34.

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 agility equipment from Play and Park Structures (a Playcore Company) in the amount of \$16,447.45, with a cost for freight of \$3,277.89 for a total of \$19,725.34.

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



Bliss Products
6831 S. Sweetwater Rd
LithiaSprings, Georgia, 30122
Phone: 770.944.8290
Fax:
Email:
Contact: Amanda Epperson Stacy

Dog Park

City of East Ridge
 Attn: Cameron McAllister
 1517 Tombras Avenue
 East Ridge, TN 37412
 Phone: 423-867-7711
 cmcallister@eastridgetn.gov

Quote Number: 645-140993C
 Quote Date: 2/3/2022

Stock ID	Description	Quantity	Weight	Unit Price	Amount
TBARK-431	Bark Park Small Dog Ring Jump Thermo - T-GREEN	1	0	\$428.00	\$428.00
OMNIA	OMNIA DISCOUNT --	1	0	(\$64.20)	(\$64.20)
PBARK-491	Bark Park Freestanding Crawl Tunnel kit (02-07-0057) - P-GREEN	2	0	\$1,257.00	\$2,514.00
OMNIA	OMNIA DISCOUNT --	2	0	(\$188.55)	(\$377.10)
PBARK-440	Bark Park Teeter Totter - P-BEIGE T-GREEN	1	0	\$1,293.00	\$1,293.00
OMNIA	OMNIA DISCOUNT --	1	0	(\$193.95)	(\$193.95)
PBARK-400	Bark Park King of the Hill - P-BEIGE T-GREEN	1	0	\$3,228.00	\$3,228.00
OMNIA	OMNIA DISCOUNT --	1	0	(\$484.20)	(\$484.20)
TBARK-430	Bark Park Ring Jump Thermo - T-GREEN	1	0	\$827.00	\$827.00
OMNIA	OMNIA DISCOUNT --	1	0	(\$124.05)	(\$124.05)
PBARK-470	Bark Park Stepping Paws - P-BEIGE T-GREEN	1	0	\$1,471.00	\$1,471.00
OMNIA	OMNIA DISCOUNT --	1	0	(\$220.65)	(\$220.65)
PBARK-405	BARK PARK FIDO FOUNTAIN - P-GREEN	2	0	\$2,738.00	\$5,476.00
OMNIA	OMNIA DISCOUNT --	2	0	(\$410.70)	(\$821.40)
INSTALL	Installation services to include assembly and installation of Bark Park items - Price excludes any water supply/connection necessary for Fido Fountain	1	0	\$3,496.00	\$3,496.00

Total Weight: 0

SubTotal: \$16,447.45

Freight: \$3,277.89

Total Amount: \$19,725.34

Pricing per National IPA / OMNIA Partners Public Sector Contract
 #R170303. Please reference contract number on your purchase order
 made out to Play and Park Structures.

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Bliss Products.

Dog Park Budget 2022

Vendor	Item Number	Item Description	Installation Area	Qty	Unit Price	Amount
Play&Park	TBARK-431	Bark Park Small Ring Jump, GREEN	Small Dog Park	1	\$363.80	\$363.80
Play&Park	PBARK-491	Bark Park Craw Tunnel Kit, GREEN	Small/Large	2	\$1,068.45	\$2,136.90
Play&Park	PBARK-440	Bark Park Teeter Totter, BEIGE/GREEN	Small Dog Park	1	\$1,099.05	\$1,099.05
Play&Park	PBARK-400	Bark Park King of the Hill, BEIGE/GREEN	Large Dog Park	1	\$2,743.80	\$2,743.80
Play&Park	TBARK-430	Bark Par Ring Jump, GREEN	Large Dog Park	1	\$702.95	\$702.95
Play&Park	PBARK-470	Bark Park Stepping Paws, BEIGE/GREEN	Large Dog Park	1	\$1,250.35	\$1,250.35
Play&Park	PBARK-405	Bark Park Fido Fountain, GREEN	Small/Large	2	\$2,327.30	\$4,654.60
Play&Park	N/a	Installation Services	Small/Large	1	\$3,496.00	\$3,496.00
TreeTop Prods	2DP6116-GY/BK	Biscuit Park Bench - Freight Cost	Small/Large	6	\$153.80	\$922.82
Ace Hardware	5668256	Post Backfill 12.4oz	Small/Large	2	\$16.99	\$33.98
Ace Hardware	52071	Wire Rope 1/8" GALV	Small/Large	6	\$0.99	\$5.94
Uline Products	H-2293G	Thermoplastic Trash Can - 32 Gallons	Small/Large	3	\$405.00	\$1,215.00
Rainman Irrigation	N/a	Irrigation - Water Lines	Small/Large	1	\$1,334.35	\$1,334.35
Building Maint.	N/a	Water Line Connection - Fido Fountain	Small/Large	2	TBD	TBD
Sign Dept.	N/a	Welcome/Park Hours Sign	Entrance	1	TBD	TBD
						\$19,959.54

Donated Items						
ZeroWaste	JJB006-3BND	Pet Station Bundle	Small/Large	3	\$284.35	\$853.04
TreeTop Prods	2DP6116-GY/BK	Biscuit Park Benches	Small/Large	6	\$798.85	\$4,793.10
All Fences Co.	N/a	600ft (2" Mesh) (6 Gauge) (5ft) Fencing, BLACK	Small/Large	1	N/a	\$7,000-\$10,000
Aundie Witt	N/a	Memory of Frances Pope	N/a	1	\$500.00	\$500.00
						\$14,500.00

Comments: *Omnia Discount Applied in Unit Price & Amount Column for Play&Park Equipment*

RESOLUTION NO. 3238

BRIAN WILLIAMS
Mayor

JACKY CAGLE
Councilmember

ANDREA WITT
Councilmember



MIKE CHAUNCEY
Vice Mayor

ESTHER HELTON
Councilmember

CHRISTOPHER J. DORSEY
City Manager

City of East Ridge

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

MEMORANDUM

TO: City Council

FROM: Mark Litchford, City Attorney

DATE: February 7, 2022

RE: Economic Development Appropriation Grant Application

Star Community Builders, LLC, a Utah limited liability company and an affiliate company of Sterling Holdings, LLC, has requested the City to submit for an Economic Development Appropriation Grant Application with the State of Tennessee in the amount of \$13.0 million payable to the East Ridge Industrial Development Board (“IDB”) as part of the State’s budget for the fiscal year beginning July 1, 2022. The purpose of the grant request is to have State funds appropriated to the City’s IDB and thereafter disbursed to Star Community Builders for reimbursement of eligible infrastructure expenses within the 60-acre private development project at the Red Wolves property along Interstate 75, Tax Map No. 169E-D-008.

The deadline to file for the grant is Friday, February 11, 2022 TN State Government’s website portal.

A development agreement will need to be approved by and between the City, the IDB and Star Community (and/or an affiliate of Star Community). I have included hereto a copy of the most recent draft of a development agreement for discussion. The IDB has not voted to approve the draft agreement.

RESOLUTION NO. 3238

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR TO SUBMIT A 2022 APPLICATION FOR STATE PARTNERSHIP GRANT WITH THE TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO UPON CERTAIN CONDITIONS PRECEDENTS BEING SATISFIED

WHEREAS, Article II, Section 24 of the Tennessee Constitution expressly authorizes the appropriation of public funds, provided such appropriations are made pursuant to applicable law; and

WHEREAS, Sterling Holdings, LLC (“Developer”), owns an approximate 60-acre tract of property (the “Property”) located in the boundaries of the City near Interstate 75, Tax Map No. 169E-D-008, and more generally known as the Chattanooga Red Wolves Development and has proposed to develop the property for a variety of mixed uses, including the construction of a stadium for professional sporting and spectator events, retail space, hotels, residences, and associated infrastructure (hereinafter called the “Project”); and

WHEREAS, Star Community Builders, LLC (“Star Community”), an affiliated construction company of Developer, has requested the City to submit to the State of Tennessee (the “State”) an Economic Development Appropriation Grant Application (the “Grant”) for an external partnership with the State requesting a direct appropriation grant of \$13.0 million payable to the East Ridge Industrial Development Board (“IDB”) as part of the State’s budget for the fiscal year beginning July 1, 2022; and

WHEREAS, pursuant to Star Community’s request, proceeds received from the Grant would be appropriated to the IDB and subsequently issued to Star Community to be used to fund approved infrastructure expenses within the Project necessary to support economic development of the Project, such infrastructure being defined in T.C.A. § 9-23-102(16); and

WHEREAS, the State’s proposed fiscal year 2023 budget has been released and the initiatives included in the proposed budget do not include funding for external partnerships; and

WHEREAS, the State has directed that all external partners who request state funding to demonstrate how their organizations’ goals can complement Governor Lee’s proposed initiatives; and

WHEREAS, the deadline for organizations to file an application for consideration of inclusion into the State's Amended Budget is Friday, February 11, 2022 with such submission to occur through the TN State Government's website portal; and

WHEREAS, the City believes it is in the best interest of the City to submit a grant application with the State on the condition that funds will only be accepted from the State or disbursed thereafter, provided the City, the IDB, Sterling Holdings, LLC, Star Community Builders LLC, and/or its affiliates, members or owners, enter into a valid development agreement in a form substantially as provided in Exhibit A attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF EAST RIDGE, TENNESSEE that the City, by and through the Mayor, is hereby authorized to file a 2022 grant application for state partnership with the Tennessee Department of Finance & Administration requesting \$13.0 million.

BE IT FURTHER RESOLVED that the City Council hereby conditions acceptance of any funds from the State, and the subsequent disbursement thereafter, upon the City, the IDB, Sterling Holdings LLC, Star Community Builders LLC, and/or its affiliates, members, and owners entering into a valid development agreement.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare 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

CITY ECONOMIC DEVELOPMENT GRANT AGREEMENT

This **City Economic Development Grant Agreement** (“Agreement”) is made and entered into as of the ____ day of _____, 2022 (the “Effective Date”) by and between the **City of East Ridge, Tennessee**, a Tennessee municipal corporation organized under the laws of the State of Tennessee, (the “City”), the **East Ridge Industrial Development Board** (the “IDB”), a public nonprofit corporation organized under T.C.A. § 7-53-101 *et seq.* and **STAR COMMUNITY BUILDINGS, LLC** (collectively referred to herein in the singular as “Developer”), Utah limited liability companies. Developer, IDB and the City may be referred to herein from time to time as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, Article II, Section 24 of the Tennessee Constitution expressly authorizes the appropriation of public funds, provided such appropriations are made pursuant to applicable law.

WHEREAS, pursuant to T.C.A. § 7-53-101 *et seq.* (the “IDB Act”), the IDB is authorized to, among other things, finance, maintain and increase employment opportunities, and increase and otherwise promote the development of industry, trade, commerce, tourism, and recreation to locate in or remain in the State of Tennessee; and

WHEREAS, the Legislature has vested such IDB corporations with all powers that may be necessary to accomplish such purposes, including assisting, securing and retaining of private enterprises and the resulting maintenance of a higher level of employment and economic activity and stability; and

WHEREAS, pursuant to T.C.A. § 7-53-302, the IDB may undertake a economic development project which includes the provision of direct grants for land, building and infrastructure and the power to donate any or all revenues or receipts of the corporation whenever its board finds that such action will be in furtherance of the IDB’s purposes; and

WHEREAS, the Developer is the owner of an approximate 60-acre tract of property (the “Property”) located in the boundaries of the City generally known as the Chattanooga Red Wolves Development and has proposed to develop the property for a variety of mixed uses, including the construction of a stadium for professional sporting and spectator events, retail space, hotels, residences, and associated infrastructure (hereinafter called the “Project”) which upon completion will be in the form generally depicted in **Exhibit A** hereto and incorporated herein by reference; and

WHEREAS, completion of Phase I will involve the Developer investing in excess of \$140 million in land, buildings, and capital improvements in Tennessee, and is expected to result in the creation of at least 1,000 new full-time and part-time jobs for Tennesseans; and

WHEREAS, it is believed the Project will generate significant sales tax revenues, ad valorem property tax revenues, and hotel-motel tax revenues, along with creating employment opportunities and encouraging further future commercial and economic development within the City as well as Hamilton County; and

WHEREAS, the City and the IDB have determined that Developer’s improvement of the Project will be beneficial to the growth, economic well-being, and quality of life in the City as well as Hamilton County; and

WHEREAS, the Developer has requested the City to submit to the State of Tennessee (the “State”) an Economic Development Appropriation Grant Application (the “Grant”) requesting a direct appropriation grant of \$13.0 million payable to the IDB as part of the State’s budget for the fiscal year beginning July 1, 2022; and

WHEREAS, pursuant to T.C.A. § 6-54-118, the City is authorized to appropriate funds to the IDB for purposes of economic development.

WHEREAS, the proceeds received from the Grant would be appropriated to the IDB and subsequently used to fund approved infrastructure expenses of the Developer necessary to support economic development of the Project, such infrastructure being defined in T.C.A. § 9-23-102(16); and

WHEREAS, the City and IDB value the Developer as a distinguished and important corporate citizen and wish to support the Development through the proceeds received from the Grant; and

WHEREAS, in exchange for receiving the Grant proceeds and to ensure that the benefits of the Grant are utilized in a manner consistent with applicable law, the Developer has agreed to comply with certain conditions and deliver certain performances, including full completion of Phase I in accordance with the terms and conditions set forth herein; and

WHEREAS, the City, IDB, and Developer wish to enter into this agreement confirming certain mutually agreed commitments, conditions, requirements and obligations that shall govern both the City, the IDB, and Developer throughout the completion of Phase I of the Project; and

WHEREAS, the City and IDB believe it is in the best interest to enter into this Agreement for the reasons set forth above.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and subject to applicable laws of the State of Tennessee, the parties hereby enter into the following Development Agreement.

ARTICLE I
INCORPORATION OF RECITALS AND FINDINGS OF THE CITY AND IDB

1. Incorporation of Recitals. For the reasons set forth in the Recitals hereto, which Recitals are an integral part of this Agreement and incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties, the Parties shall cooperate in the manner described herein to facilitate and support the construction of the

infrastructure improvements of the Developer necessary to support the economic development of Phase I of the Project as set forth herein.

2. **Findings of the City and IDB.** The City and IDB find 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 City and IDB further find 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 and said anticipated future development will also generate sales tax revenue and ad valorem property tax revenue and will create employment opportunities. The City and IDB find that an agreement whereby the City and/or the IDB provides incentives or financial support to the Developer to facilitate and support the infrastructure improvements of Phase I of the Project to further enhance and encourage commercial retail development and better residential opportunities is consistent with the authorization established pursuant to the applicable law and is appropriate within the purpose, intent and meaning of the IDB Act, and is a cost effective and efficient use of the public funds of the City and the IDB. The City and IDB find 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

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

a. **Organization.** The City is a municipal 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 City 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 City.

c. **Binding Obligations.** This Agreement is a legal, valid and binding obligation of the City enforceable against the City 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 State will accept, confirm or approve any economic development grant made by the City and/or the IDB to the State of Tennessee. Additionally, it is understood between the Parties that in the event the State determines that the Project does not qualify for the grant as contemplated herein, then the IDB and/or the City shall not be liable for any amounts that would be owed if the grant otherwise qualified or was approved by the State.

d. **No Litigation.** No litigation at law or in equity or proceeding before any governmental agency involving the City is pending or, to the knowledge of the City, threatened, in which any liability of the City 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 City or the performance of its obligations hereunder.

e. **No Default.** The City is not in default under or in violation of, and the execution, delivery and compliance by the City 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 City 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 City 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.

2. **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.

3. **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 Utah, 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. Additionally, the Developer will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor entity.

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. Additionally, Developer warrants that it has the ownership interest in the Property required to enter into this Agreement and fulfill the terms contained herein.

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.

ARTICLE III COMMITMENTS

1. **City Commitment.** The City agrees to take all necessary and appropriate action(s) of the following:

a. Prepare, draft and approve a resolution authorizing the City, through the Mayor, to submit to the State of Tennessee an Economic Development Appropriation Grant

Application in the amount of \$13.0 million payable to the East Ridge Industrial Development Board as part of the State's budget for the fiscal year beginning July 1, 2022.

b. If requested by the State, the City's Mayor, together with the City Attorney, Developer representative, and anyone else requested by the State, shall travel to and meet with State representatives to support the City's efforts to secure and obtain the Grant.

c. To the extent the Grant is approved and except as otherwise provided herein, the City shall direct and appropriate all Grant Funds to the IDB, which Funds shall be deposited into an interest bearing bank account held in the name of the IDB until such time as the Funds as to be paid in accordance with this Agreement.

d. Delegate to the IDB the authority to carry out the fiduciary duties on behalf of the State relative to the ensuring compliance with all Grant requirements.

2. **IDB Commitment.** Subject to the terms and conditions of Agreement, the IDB agrees to pay all of the Grant proceeds received from the State (the "Grant Funds"), minus any deductions provided for herein, the amounts set forth in this Agreement in order to pay for a portion of the Project's development costs necessary to undertake and/or complete Phase I of the Project. The IDB shall only be required to make such payments as set forth in this Agreement to the extent such amounts are received from the State pursuant to the Grant.

3. **Developer Commitment.** The Developer agrees to apply all proceeds received from the Grant Funds to the payment of site development costs relating to Phase I of the Project as set forth herein and for no other purpose.

ARTICLE IV

DESIGN AND CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS FOR PHASE I OF THE PROJECT

1. **Developer Acknowledgement.** The Developer acknowledges and confirms that the City and/or IDB's purpose in submitting for the Grant is to support the Developer's infrastructure improvements of Phase I necessary to support economic development of the Project, including, but not limited to, sewers, water supply systems, utility extensions, streets, traffic control devices, and wastewater collection and treatment systems.

2. **Infrastructure Improvement Construction Documents.** The infrastructure improvements consist of the drawings and specifications as set forth in the Construction Documents attached hereto as **Exhibit B**, as such documents may be revised or supplemented from time to time by the Developer. The Construction Documents contain the detailed construction plans and specifications for the infrastructure improvements which include expenses of the Developer necessary to support economic development of the Project. Such infrastructure improvements are those set forth in T.C.A. § 9-23-102(16) and referred to herein as "Infrastructure Improvements". The Developer shall supervise, perform and direct the necessary work to construct the Infrastructure Improvements identified in the Construction Documents utilizing qualified

personnel, and in accordance with the standards of care normally exercised by construction organizations performing similar work. The Developer shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures for coordinating all portions of the Infrastructure Improvements.

3. Minimum Infrastructure Improvement Requirements. Developer covenants and agrees, for the benefit of the City and the IDB, that it will undertake to construct and otherwise install all Infrastructure Improvements in accordance with the City's ordinances, rules and regulations. Notwithstanding, Developer reserves the right to modify the Construction Documents from time to time, provided however, such Infrastructure Improvements shall be able to support not less than the following upon completion:

- i. 50,000 SF of commercial retail development.
- ii. 144 three-bedroom townhomes.
- iii. 100,000SF of professional office space.
- iv. CHI Memorial Stadium

4. Completion Deadline. All required Infrastructure Improvements shall be constructed and otherwise completed on or before the [] year following the Effective Date of this Agreement. Notwithstanding, if the Developer is delayed in the commencement or progress of its obligations hereunder by matters that are not reasonably within the control of the Developer (excluding, however, the inability of the Developer to obtain financing for its obligations hereunder), then the time for performance under this Agreement by the Developer shall be extended for such time as is commercially reasonable under the circumstances.

5. Limitation of Payment Obligations. Other than the proceeds received from the Grant, nothing in this Agreement shall be construed as requiring the IDB or the City to construct or pay for any of the Infrastructure Improvements of the Project. Additionally, the Developer acknowledges and covenants that no use of Grant Funds intended to support the Developer pursuant to this Agreement shall be a violation or evasion of any Grant requirements.

6. Release of Grant Funds. The Parties agree that any Grant Funds received by the City and allocated to the IDB are subject to withholding of 1.0% of the total amount of Grant Funds to reimburse the City and IDB for all administrative and professional costs and expenses incurred in connection with applying for, preparing, and administering said Grant for the Infrastructure Improvements. With respect to all remaining Grant Funds and subject to the terms and conditions in this Agreement, such amounts shall be paid to the Developer upon the satisfaction of the following construction milestone completion schedule in the amounts indicated herein below:

- a. Fifty percent (50%) of the Grant Funds to the Developer upon the later-occurring event of (1) Developer completing land acquisition ownership of the Property and site improvements within Phase I of the Project needed to accommodate the installation of main utility lines and road improvements within Phase I of the Project.
- b. Twenty-Five percent (25%) of the Grant Funds upon commencement of

construction of water, sewer, and other utilities in the roadways planned for Phase I of the Project.

- c. Twenty-Five percent (25%) of the Grant Funds upon completion of the Infrastructure Improvements within Phase I of the Project.

7. **Verification of Infrastructure Improvement Expenses.** The Parties acknowledge that the IDB will reimburse Developer only for the cost and expenses of Infrastructure Improvements in Phase I in accordance with the Construction Documents. The City reserves the right to request copies of lien waivers executed by all contractors, subcontractors, suppliers or lien claimants at the time payment obligations as set forth herein are due. Upon request of the City or the IDB, Developer shall without unreasonable delay furnish invoices or other supporting expense documentation incurred in connection with the Infrastructure Improvements. In the event any portion of the Grant Funds are not expended at the completion of Developer's Infrastructure Improvements, the unexpended portion, plus any accrued interest, shall be returned to the State within ten (10) business days after receipt of the engineer's notice of final completion.

8. **Documentation and Records.** Developer acknowledges that a condition of the Grant is to ensure proper bookkeeping and accounting systems pursuant to T.C.A. § 4-3-304. Accordingly, the Parties agree to coordinate with one another to maintain and preserve all records and documents that relate to the performance of their respective obligations under this Agreement, including payments received under this Agreement and receipts evidencing costs and expenses associated with the Infrastructure Improvements. Such preservation shall be in a manner consistent with the accounting procedures of the Comptroller of the Treasury pursuant to T.C.A. § 4-3-304 and applicable rules and regulations thereunder.

9. **Termination.** The obligations of each Party under this Agreement shall terminate upon payment of the final amount to Developer as provided in Section 6 hereof.

10. **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 or State, is granted or is obligated to grant or has the authority to grant any approval or permit required by law for the Infrastructure Improvements set forth in this Agreement. The Developer agrees to obtain and comply with all permits, licenses and governmental approvals required for the improvements and, upon completion, 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 Property on or before the date that such taxes would be delinquent.

11. **Compliance with State Grant Requirements.** Developer acknowledges that as a recipient of Grant Funds issued by the State to the City, the State and City have the right to seek restitution, pursuant to the laws of the State of Tennessee, from the Developer for payments made in connection with the Grant in the event Developer fails to fulfill its obligations under any State Grant requirements. Additionally, the parties agree to comply with all reporting requirements and policies promulgated by the Tennessee Department of Finance and Administration, as amended

(including Policy3 – Uniform Reporting Requirements for Subrecipients of State Grant Monies)

**ARTICLE V
EVENT OF DEFAULT AND REMEDIES**

1. **Developer 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.

2. **IDB Remedies.** If a Developer Event of Default occurs hereunder, the IDB may terminate this Agreement upon written notice to the Developer and opportunity to cure as provided above, at which time all of the rights and privileges of the Developer hereunder shall cease and be of no further force or effect. If the IDB elects to terminate under this provision, neither the IDB nor the City shall have any further obligations to the Developer and shall hold in trust all remaining

amounts of the Grant Funds for the protection of the State. Additionally, to the extent the State seeks reimbursement of any amounts resulting from a Developer Event of Default, the City is entitled to recover any such amounts from Developer to the extent the City is required to reimburse the State for a Developer Event of Default.

3. Waiver. No failure by the IDB or the City to exercise any right, remedy, or option under this Agreement or any present or future supplement hereto, or delay by the IDB or the City in exercising the same, will operate as a waiver thereof. No waiver by the IDB or the City will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by the IDB or the City on any occasion shall affect or diminish the IDB's or the City's rights thereafter to require strict performance by the Developer of any provision of this Agreement.

4. IDB or City Event of Default. The occurrence and continuance of any of the following events shall constitute a " Governmental Event of Default":

a. failure of the IDB or the City to perform any of its obligations under this Agreement after written notice is given to the IDB or the City of such failure and the IDB or the City 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 IDB or the City in this Agreement or in any statement or certificate at any time given by IDB or the City 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 IDB or the City 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 IDB or the City 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 IDB or the City, 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 IDB or the City 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 IDB or the City, and any such event described in this clause (ii) shall continue for sixty (60) days without having been dismissed, bonded or discharged; or

d. either the IDB or the City 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 the IDB or the City shall make any assignment for the benefit of creditors, or the IDB or the City shall be unable, or shall fail generally, or shall admit in writing its inability, to pay its debts as such debts become due; or the IDB or the City shall adopt any

resolution or otherwise authorize any action to approve any of the actions referred to herein.

5. Developer Remedies. If any Governmental Event of Default listed above occurs, the Developer may elect to terminate this Agreement and shall be compensated for the cost of the work performed to date and not previously reimbursed, as well as for the damages resulting from the Governmental Event of Default, but any liability of the IDB or the City shall be subject to the limitations of Article VI, Section 1 hereof.

ARTICLE VI MISCELLANEOUS

1. City and IDB Liability. No Personal Liability; No City Liability. THE LIABILITY OF THE IDB AND THE CITY FOR ANY CLAIM BY DEVELOPER IS EXPRESSLY LIMITED TO THE IDB'S OR THE CITY'S INTEREST IN ANY GRANT FUNDS RECEIVED FROM THE STATE AND OTHERWISE NEITHER THE IDB OR THE CITY SHALL NOT HAVE ANY PECUNIARY LIABILITY UNDER THIS AGREEMENT FOR ANY ACT OR OMISSION OF THE IDB OR THE CITY. NO OTHER PROPERTY OR ASSETS OF THE IDB OR THE CITY 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 OR THE CITY 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 OR THE CITY, 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 AND THE CITY ENTERING INTO THIS AGREEMENT.

2. 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 Infrastructure Improvements 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 shall survive the termination of this Agreement.

3. **Assignment.** The Developer may not assign or transfer this Agreement, or any interest of the Developer hereunder, without the prior written consent of the City and the 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. 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 above, no consent shall be required for assignments or transfers to affiliates of Developer as long as the owners of the Developer control a majority interest in the equity of such affiliate.

4. **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.

5. **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:

If to the City or IDB to:

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

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.

6. **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.

7. **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.

8. **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.

9. **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.

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.

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.

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.

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.

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.

15. **Equal Opportunity Clause.** The Developer will, in all solicitations or advertisements for contractors and subcontractors placed by or on behalf of the Developer, state that the Developer is an equal opportunity employer.

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

17. **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.

[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 CITY OF EAST RIDGE, TENNESSEE,
A Tennessee Municipality

By: _____
Title: Mayor

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared BRIAN WILLIAMS, to me known and known to me to be the Mayor of the City of East Ridge, Tennessee, and he acknowledged executing the foregoing Agreement under authority duly vested in him by said City as the free act and deed of said City for the purposes therein expressed.

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

Notary Public

My Commission Expires: _____

**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 Agreement 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: _____

STAR COMMUNITY BUILDERS, 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 _____ or properly represented to be upon submission of sufficient identification, and acknowledged executing the foregoing Agreement as his free act and deed for the purposes therein expressed, on behalf of _____.

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

Notary Public

My Commission Expires: _____

Item H

Approval of Design and Façade Materials for District A and District B Package Liquor Stores

**ATTACHMENT A
TENTATIVE AGENDA ITEMS
FOR FEBRUARY 24, 2022**

8. Old Business:

- A. **ORDINANCE NO. 1152** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1410 N. MACK SMITH ROAD, TAX MAP #169L-L-002, FROM C-1 COMMERCIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (2nd and final reading)
- B. **PUBLIC HEARING FOR ORDINANCE NO. 1156** – Rezone Properties 930 and 931 Hurst Street., 1000 and 1004 Floyd Drive, 6517 McCall Road, and 1403 Mack Smith Road
- C. **ORDINANCE NO. 1156** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTIES LOCATED AT 930 AND 931 HURST STREET, 1000 AND 1004 FLOYD DRIVE, 6517 MCCALL ROAD, AND 1403 MACK SMITH ROAD, FROM R-2 RESIDENTIAL DUPLEX DISTRICT, C-1 COMMERCIAL DISTRICT, AND O-2 HOSPITAL AND INSTITUTION DISTRICT TO C-4 PLANNED COMMERCE CENTER DISTRICT (2nd and final reading)
- D. **PUBLIC HEARING FOR ORDINANCE NO. 1157** - Abandon dead end portion of Hurst Street
- E. **ORDINANCE NO. 1157** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, CLOSING AND ABANDONING A PORTION OF THE RIGHT-OF-WAY LOCATED AT THE 900 BLOCK OF HURST STREET, A PORTION OF TAX MAP NOS. 169E-C-001, 169E-D-007 AND 169E-D-007.01 AS DETAILED ON THE ATTACHED MAP, SUBJECT TO CERTAIN CONDITIONS (2nd and final reading)
- F. **PUBLIC HEARING ORDINANCE NO. 1158** – Rezone 495 Camp Jordan Parkway
- G. **ORDINANCE NO. 1158** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 495 CAMP JORDAN PARKWAY, TAX MAP #170I-A-037.09, FROM C-1 COMMERCIAL DISTRICT TO O-2 HOSPITAL AND INSTITUTION DISTRICT (2nd and final reading)
- H. **ORDINANCE NO. 1159** – AN ORDINANCE TO AMEND TITLE 4 OF THE EAST RIDGE MUNICIPAL CODE PERTAINING TO MUNICIPAL PERSONNEL – (2nd and final reading)

9. New Business:

- A. **RESOLUTION NO. ____** - Adopt Human Resources Manual