

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

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

1. Call to Order
2. Invocation
3. A. Roll Call
- B. Employee Milestone Awards for February 2022
- C. Girl Scout Troop 40202 Presentation to East Ridge Animal Services
- D. Check Presentation to the East Ridge Fire Department from County Commissioner Tim Boyd
4. Consent Agenda:
  - A. Approval of Minutes February 24, 2022 Council Meeting
  - B. Approval to Amend the Minutes of January 27, 2022
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business:
9. New Business:
  - A. **PUBLIC HEARING FOR ORDINANCE NO. 1160** - Rezone 1023 S. Seminole Dr. and an unaddressed property in the 3000 block of Ringgold Road
  - B. **ORDINANCE NO. 1160** – 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 1023 SOUTH SEMINOLE DRIVE, CURRENTLY ZONED R-1 RESIDENTIAL DISTRICT, AND AN UNADDRESSED PROPERTY IN THE 3000 BLOCK OF RINGGOLD ROAD, CURRENTLY ZONED O-1 OFFICE DISTRICT AND C-2 GENERAL COMMERCIAL DISTRICT, TAX MAP #156N-F-015.02 AND 016, TO R-3 APARTMENT DISTRICT (1<sup>st</sup> reading)
  - C. **PUBLIC HEARING FOR ORDINANCE NO. 1161** - Rezone 1503 and 1509 McDonald Road

- D. **ORDINANCE NO. 1161** – 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 1503 MCDONALD ROAD, TAX MAP #169L-M-019 AND 1509 MCDONALD ROAD, TAX MAP #169M-H-018, FROM C-1 TOURISM COMMERCIAL DISTRICT AND C-2 GENERAL COMMERCIAL DISTRICT TO M-2 WAREHOUSE AND WHOLESALE DISTRICT (1<sup>st</sup> reading)
- E. **ORDINANCE NO. 1162** – 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 SOLID WASTE FUND (1<sup>st</sup> reading)
- F. **ORDINANCE NO. 1163 (A/B)** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE AMENDING THE CHARTER IN RELATION TO THE CITY COURT CLERK POSITION (1<sup>st</sup> reading)
- G. **RESOLUTION NO. 3244** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO WAIVE THE FEE FOR USE OF CAMP JORDAN ARENA FOR THE REMOTE AREA MEDICAL (“RAM”) FREE CLINIC
- H. **RESOLUTION NO. 3245** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AWARDED BIDS FOR THE PURCHASE OF ONE (1) HEAVY DUTY 4x4 TRUCK WITH ACCESSORIES
- I. **RESOLUTION NO. 3246** – 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 F-150 INTERCEPTOR 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)
- J. **RESOLUTION NO. 3247** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CHATTANEUTER SPAY NEUTER CLINIC FOR PROVIDING SPAY NEUTER SERVICES TO EAST RIDGE ANIMAL SERVICES
- K. **RESOLUTION NO. 3248** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH STAR COMMUNITY BUILDERS, LLC AND STERLING HOLDINGS, LLC AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO
- L. Discussion of N. Mack Smith Road enhancements
- M. Discussion of Tentative Agenda Items for the March 24, 2022 Council Meeting (see Attachment A)

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

**8. Old Business:**

- A. **ORDINANCE NO. 1160** – 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 1023 SOUTH SEMINOLE DRIVE, CURRENTLY ZONED R-1 RESIDENTIAL DISTRICT, AND AN UNADDRESSED PROPERTY IN THE 3000 BLOCK OF RINGGOLD ROAD, CURRENTLY ZONED O-1 OFFICE DISTRICT AND C-2 GENERAL COMMERCIAL DISTRICT, TAX MAP #156N-F-015.02, TO R-3 APARTMENT DISTRICT (2<sup>nd</sup> and final reading)
  
- B. **ORDINANCE NO. 1161** – 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 1503 MCDONALD ROAD, TAX MAP #169L-M-019 AND 1509 MCDONALD ROAD, TAX MAP #169M-H-018, FROM C-1 TOURISM COMMERCIAL DISTRICT AND C-2 GENERAL COMMERCIAL DISTRICT TO M-2 WAREHOUSE AND WHOLESALE DISTRICT (2<sup>nd</sup> and final reading)
  
- C. **ORDINANCE NO. 1162** – 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 SOLID WASTE FUND (2<sup>nd</sup> and final reading)
  
- D. **ORDINANCE NO. 1163 (A/B)**– AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE AMENDING THE CHARTER IN RELATION TO THE CITY COURT CLERK POSITION (2<sup>nd</sup> and final reading)

**9. New Business:**

- A. **RESOLUTION NO. \_\_\_\_** – Donation to East Ridge High School

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

**February 24, 2022  
6:00 pm**

The East Ridge City Council met pursuant to notice on February 24, 2022, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Robert Jones 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 February 10, 2022 Council Meeting
- B. Approval of December 2021 Financial Report

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

**Communication from Citizens:** None

**Communication from Councilmembers:**

Councilmember Witt had nothing at this time.

Councilmember Helton gave the following update on the State Partnership Grant:

- We are working on about a 3-week timeline.
- We need to meet with the Commissioner of Revenue within the next week.
- House Members Budget Amendment is due in two weeks.
- Governor's Budget Amendment needs to be ready the 3<sup>rd</sup> week of March.

Ms. Helton stated we need to lobby now. We also need to get a solid development agreement and make progress within the next two weeks, or we will have to wait until 2023.

Vice Mayor Chauncey had nothing at this time.

Councilmember Cagle asked everyone to keep Denny Manning in their prayers after his recent surgery.

Mayor Williams reminded everyone about the cruise-in on Saturday, April 2<sup>nd</sup> at Camp Jordan.

**Communication from City Manager:**

Mr. Dorsey stated he has been working from home after his recent surgery. He also stated the vacuum truck has finished picking up leaves on the south side and is at Hibbler Circle moving west.

**Old Business:**

**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** – City Attorney Litchford read on caption. Mayor Williams opened the public hearing. Kenny Custer, Asa Engineering, 714 Cherry Street, Chattanooga, TN stated this will bring several different zonings into conformity. No one else came forward in favor of or in opposition to the rezoning. Mayor Williams closed the public hearing.

**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 (2<sup>nd</sup> and final reading)** City Attorney Litchford read on caption. Councilmember Helton made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1156 on second and final reading. The vote was unanimous. Motion approved.

**PUBLIC HEARING FOR ORDINANCE NO. 1157 - Abandon dead end portion of Hurst Street** - City Attorney Litchford read on caption. Mayor Williams opened the public hearing. Kenny Custer, Asa Engineering, 714 Cherry Street, Chattanooga, TN stated they own all properties surrounding the dead end at Hurst Street. He stated they will provide Type C screening on the property. No one else came forward in favor of or in opposition to the abandonment. Mayor Williams closed the public hearing.

**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 (2<sup>nd</sup> and final reading)** – City Attorney Litchford read on caption. Mr. Custer thanked Council for the time they have spent on all these cases. He will get with City Attorney Litchford regarding the survey and other documentation. Vice Mayor Chauncey made a motion, seconded by Councilmember Helton, to approve Ordinance No. 1157 on second and final reading. The vote was unanimous. Motion approved.

**PUBLIC HEARING ORDINANCE NO. 1158 – Rezone 495 Camp Jordan Parkway** – City Attorney Litchford read on caption. Mayor Williams opened the public hearing. Mr. Litchford stated this rezoning is to construct an emergency facility just outside Camp Jordan. No one came forward in favor of or in opposition to the rezoning. The Mayor closed the public hearing.

**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 (2<sup>nd</sup> and final reading)** – City Attorney Litchford read on caption. Mr. Litchford stated there has been no opposition since the application was filed. The Mayor stated the Certificate of Need was approved by the State. Councilmember Helton made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1158 on second and final reading. The vote was unanimous. Motion approved.

**ORDINANCE NO. 1159 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE TO AMEND TITLE 4 OF THE EAST RIDGE MUNICIPAL CODE PERTAINING TO MUNICIPAL PERSONNEL – (2<sup>nd</sup> and final reading)** – City Attorney Litchford read on caption. City Manager Dorsey stated staff has been working with MTAS to update the personnel manual which is currently under Title 4. Title 4 will be amended to delete all sections as they pertain to personnel. Changes to the Human Resources Manual can be made by resolution. Human Resources Manager Sinigaglio discussed the benefits of having a handbook. Betsy Cunningham, with MTAS was also present to answer questions regarding the manual. Councilmember Witt made a motion, seconded by Vice Mayor Chauncey, to approve Ordinance No. 1159 on second and final reading. The vote was unanimous. Motion approved.

**New Business:**

**RESOLUTION NO. 3241 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE APPROVING THE CITY OF EAST RIDGE HUMAN RESOURCES MANUAL** - City Attorney Litchford read on caption. City Manager Dorsey stated this is the second step in the process. In the future, the manual can be changed by resolution of Council. Vice Mayor Chauncey made a motion, seconded by Councilmember Witt, to approve Resolution No. 3241. The vote was unanimous. Motion approved.

**RESOLUTION 3242 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE TO APPROVE THE PURCHASE OF ONE 2022 FREIGHTLINER AUTOMATIC DUAL STEER WITH PAC-MAC LV-25 CUBIC YARD LEAF MACHINE TOTALING \$250,000.00, FROM STRINGFELLOW EQUIPMENT COMPANY UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, MEMBERSHIP NO. 99529** – City Attorney Litchford read on caption. Mr. Dorsey stated this truck could be operated by one employee. We will declare the “red” leaf vacuum as surplus, and the “yellow” leaf vacuum will be a backup. We had \$157,520 reimbursement from FEMA from tornado debris pick up in 2020. We will use \$92,000+ from the fund balance. Vice Mayor Chauncey made a motion, seconded by Councilmember Cagle, to approve Resolution No. 3242. Mayor Williams asked if this was a cab version rather than a trailer. Mr. Dorsey stated it is. He also asked if the two old vacuums are the same or similar. Mr. Dorsey is not sure but there are a few parts that are similar. Sanitation Supervisor Parker will salvage parts from both the old vacuums. The vote was unanimous. Motion approved.

**RESOLUTION NO. 3243 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE TO APPROVE THE PURCHASE OF ONE SANITATION VEHICLE TOTALING \$266,000.00 FROM STRINGFELLOW EQUIPMENT COMPANY UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, MEMBERSHIP NO. 99529** – City Attorney Litchford read on caption. City Manager Dorsey stated this will replace a truck that was wrecked and totaled. We received \$164,947 from the insurance company. The remainder will come from the Solid Waste fund balance in the amount of \$101,053. Councilmember Witt made a motion, seconded by Councilmember Cagle, to approve Resolution No. 3243. The vote was unanimous. Motion approved.

**Discussion of Management Agreement for Soccer** – City Manager Dorsey stated he would like to inform and get guidance from Council regarding two soccer contracts, a senior soccer tournament and the Soccer Shots. We are still in negotiations with the Red Wolves regarding a field management agreement and hope to get one finalized soon. Once finalized, TDEC would have to approve. The first agreement Council approved did not get TDEC approval. We are receiving numerous requests from volleyball, lacrosse, Ultimate Frisbee, and other soccer events for use of the fields.

Vice Mayor Chauncey stated he would like for the city to move forward because we cannot hold up recreation. Councilmember Helton would like to wait until March 10<sup>th</sup> to see if we can get a contract. Councilmember Witt stated we should move forward and not wait on the contract. Councilmember Cagle believes the City would make more money by managing our own fields. He also stated the Red Wolves have not renewed their field enhancement agreement and the agreement has expired. He does not think we should do another contract with them when they are not honoring the ones they have already. Mayor Williams agreed that we need to move forward with scheduling the fields.

### **Discussion of Tentative Agenda Items for the March 10, 2022 Council Meeting**

3. Employee Milestone Awards for February 2022

The Mayor would like to add a presentation from the Girl Scouts at OLPH to East Ridge Animal Services

8. Old Business: None

9. New Business:

**PUBLIC HEARING FOR ORDINANCE NO. \_\_\_\_** - Rezone 1023 S. Seminole Dr. and an unaddressed property in the 3000 block of Ringgold Road

**ORDINANCE NO. \_\_\_\_ - Rezoning 1023 S. Seminole Dr. and an unaddressed property in the 3000 block of Ringgold Road from R-1 Residential District, O-1 Office District and C-2 General Commercial District to R-3 Apartment District** – Chief Building Official Howell stated this would be three stand-alone apartment buildings with 72 units. Planning Commission approved.

**PUBLIC HEARING FOR ORDINANCE NO. \_\_\_\_** Rezone 1503 and 1509 McDonald Road

**ORDINANCE NO. \_\_\_\_ - Rezoning 1503 and 1509 McDonald Road from C-1 Commercial District and C-2 General Commercial District to M-3 Warehouse and Wholesale District** - Mr. Howell stated if approved, the Waverly Motel would be demolished, and a self-storage facility would be constructed. Mr. Dorsey and Mayor Williams asked if outdoor storage or parking for boats, RVs would be included. Mr. Howell stated he has not seen the full site plan but will check with Kenny Custer with Asa Engineering for more information. He stated that the Planning Commission approved the request.

**RESOLUTION NO. \_\_\_\_ - Approval to waive the fee for the use of Camp Jordan Arena for a RAM clinic to be held September 8-10, 2023** – Shawna Skiles, Interim Director of Parks and Recreation stated that Bob Nevil with RAM has requested use of the Arena for the RAM clinic in 2023. RAM provides dental, medical, and vision services on site for free. Staff recommends waiving the fee. The Mayor stated this is an amazing clinic which provides services for East Ridge and the surrounding areas. Councilmember Witt thanked the East Ridge ROTC for helping set up the event.

**Discussion of N. Mack Smith Road enhancements** – The Mayor stated that everyone received a copy of renderings for the Gateway development. The Mayor also requested cost estimates for the project. City Attorney Litchford has also talked with Jeff Sikes, Asa Engineering regarding hiring a consultant for purchase of right-of-way. Mr. Sikes also recommended Steve Myers to do a traffic study. Councilmember Cagle asked to get a hard copy of the renderings that were provided. Mr. Litchford will email copies to the City Recorder in order to get copies made.

Finance Director Qualls would like to add an ordinance for a budget amendment for the March 10, 2022 meeting.

Being no further business, the meeting was adjourned.



# City of East Ridge

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

Office of the City Recorder

## AGENDA MEMORANDUM

TO: Mayor and City Council  
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: AMENDMENT TO MINUTES OF JANUARY 27, 2022

DATE: March 7, 2022

On page 4 of the minutes of January 27, 2022, Councilmember Witt made a motion, seconded by Councilmember Helton, to approve Resolution No. 3234. The vote was 4 – 1 for approval, but the minutes state the motion was denied. This amendment will correct the minutes on Resolution No. 3234 to state the motion was approved.

**Brian Williams**  
Mayor

**Mike Chauncey**  
Vice-Mayor

**Jacky Cagle**  
Councilmember

**Esther Helton**  
Councilmember

**Andrea Witt**  
Councilmember

**Chris Dorsey**  
City Manager

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. Should state "Motion approved."**

**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



# City of East Ridge

1517 Tombras Avenue  
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*Building and Codes Department*

## ORDINANCE NO. 1160

### AGENDA MEMORANDUM

TO: Mayor, Council; City Manager

FROM: Michael Howell, Chief Building Official

SUBJECT: Rezone of 1023 South Seminole Drive and tax parcel # 156N F 015.02 and 016

DATE: February 15, 2022

On February 7th, 2022, Asa Engineering petitioned the East Ridge Planning Commission to rezone the properties located at 1023 South Seminole Drive from R-1 (residential district) and an unaddressed property in the 3000 block of Ringgold Road, tax map #156N F 015.02 and 016 from O-1 (office district) & C-2 (general commercial district) to R-3 (apartment district).

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

**ORDINANCE NO. 1160**

**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 1023 SOUTH SEMINOLE DRIVE, CURRENTLY ZONED R-1 RESIDENTIAL DISTRICT, AND AN UNADDRESSED PROPERTY IN THE 3000 BLOCK OF RINGGOLD ROAD, CURRENTLY ZONED O-1 OFFICE DISTRICT AND C-2 GENERAL COMMERCIAL DISTRICT, TAX MAP #156N-F-015.02 AND 016, TO R-3 APARTMENT DISTRICT**

**WHEREAS**, Asa Engineering, on behalf of the owner, Shreenathji Properties, LLC and Pragnesh Patel, has petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of properties located at 1023 South Seminole Drive, currently zoned R-1 Residential District, and an unaddressed property in the 3000 block of Ringgold Road, currently zoned O-1 Office District and C-2 General Commercial District, tax map #156N-F-015.02 and 016, to R-3 Apartment District. The properties are more particularly described as follows:

*Legal Description*

**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 request approval of the rezoning; and

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

**WHEREAS**, the East Ridge City Council held a public hearing on March 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 properties located at 1023 South Seminole Drive, currently zoned R-1 Residential District, and an unaddressed property in the 3000 block of Ringgold Road, currently zoned O-1 Office District and C-2 General Commercial District, tax map #156N-F-015.02 and 016, to R-3 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 \_\_\_\_\_, 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



<b>CASE NUMBER: 2022-0030</b>		<b>Date Submitted: 12/22/2021</b>					
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist if needed</i>							
<b>1 Applicant Request</b>							
<b>Rezone From:</b> O-1, C-2, R-1		<b>Rezone To:</b> R-3	<b>Total acres in request area:</b> 4.8				
<b>2 Property Information</b>							
Property Address: 1023 S Seminole Dr and an unaddressed property in the 3000 blk of Ringgold Rd		Property Tax Map Number 156N-F-015.02 & 016					
<b>3 Proposed Development</b>							
Reason for request/Project description:		Apartment Development					
<b>4 Site Characteristics</b>							
Current Use:		Vacant and Single Family House					
Adjacent Uses:		Commercial and Single Family Residential					
<b>5 Applicant Information</b>							
Name: ASA Engineering (C/O Allen Jones)							
Address (street, city, state, zip): 714 Cherry St, Chattanooga, TN 37402							
Phone: 423-805-3700		Email: ajones@asaengineeringinc.com					
Primary Contact (if different than applicant information):							
Address (street, city, state, zip):							
Phone:		Email:					
← If the Applicants Information is the same as the Property Owners, please check the box to the left.							
<b>6 Property Owner Information</b> <i>Only fill out this section if applicant is <b>not</b> 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: Shreenathji Properties, LLC & Pragnesh Patel							
Address (street, city, state, zip): 1015 S Seminole Dr, Chattanooga, TN 37412							
Phone: 423-710-2328		Email: pj@patriatinsinc.com					
<b>7 Applicant Signature and Consent</b>							
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.							
Signature: See Submitted Application		Date:					
<b>Office Use Only:</b>							
<b>Checklist</b>							
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan	<input checked="" type="checkbox"/>	Ownership Authorization		
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds	<input checked="" type="checkbox"/>	Plats		
<input checked="" type="checkbox"/>	Application Fee: \$295	<input type="checkbox"/>	Cash	<input checked="" type="checkbox"/>	Credit	<input type="checkbox"/>	Check
<input checked="" type="checkbox"/>	Notice signs	Number of notice signs: 2					
Municipality: East Ridge		Planning District: 6		Neighborhood: Missionary Ridge			
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

**CASE NUMBER:** 2022-0030

**APPLICANT:** ASA Engineering c/o Allen Jones

**PROPERTY OWNER:** Shreenathji Properties, LLC & Pragnesh Patel

**PROPERTY ADDRESS:** 1023 S Seminole Drive and 3000 Blk of Ringgold Road

**TAX MAP PARCEL ID:** 156N-F-015.02 & 016

**SIZE OF REQUEST AREA:** 4.8 acres

**JURISDICTION:** East Ridge

**REQUEST:** Rezone from O-1, C-2, R-1 to R-3 for multi-family apartment development.

**REASON FOR REQUEST/PROJECT DESCRIPTION:** A request to rezone from O-1 Office District, C-2 General Commercial, and R-1 Residential to R-3 Residential Apartment District to develop multi-family apartments.

### PROPERTY DESCRIPTION

**EXISTING LAND USE**

Vacant ( Tax Map 156N-F-015.02)  
Single-Family (Tax Map 156N-F-016)

**SURROUNDING LAND USES**

North: Commercial  
East: Commercial/Single-Family  
South: Single-Family  
West: Vacant

**ACCESS**

S. Seminole Dr. and Ringgold Rd.

**PROPOSED RESIDENTIAL DENSITY**

15 du/ac

**ADJACENT RESIDENTIAL DENSITY**

1 du/ac

**NATURAL RESOURCES**

There are slopes present on the property with an approximate 50% grade.

### ZONING

**ZONING HISTORY**

- Case 2006-0023 was a request to rezone one of the parcels (3118 Ringgold Rd.) included in this request to R-3 Residential Apartment District for an apartment complex. The Planning Commission approved the staff recommendation which was to "approve, subject to a maximum of 10 units as shown on site plan." The East Ridge City Council denied the case due to having an issue with zoning a property from commercial to residential.
- Case 2018-0097, a request to rezone these parcels from O-1, C-2, and R-1 to R-3 Residential Apartment District for an apartment complex with 80 units. The request was denied by East Ridge City Council through ordinance #1080.

**ZONE DISTRICT COMPATIBILITY**

**USE**

**CURRENT O-1 ZONE**

**CURRENT C-2 ZONE**

**CURRENT R-1 ZONE**

**PROPOSED R-3 ZONE**

Single-Family Residential

when located in same building as principle permitted use

when located in same building as principle permitted use

Multi-Family Residential

when located in same building as principle permitted use

When located in same building as principle permitted use

Commercial Office

Institutional Lodging

**DEVELOPMENT STANDARDS**

Lot Size

**CURRENT O-1 ZONE**

N/A

**CURRENT C-2 ZONE**

N/A

**PROPOSED R-1 ZONE**

10,000 sf with public sewer

**PROPOSED R-3 ZONE**

One lot of 10,000 sf plus 2,000 sf for each additional

	60'	N/A	75'	unit (on sewer) 60'
Lot Frontage	60'	N/A	75'	unit (on sewer) 60'
Setbacks	Front: 25' Side: 10' when abutting residential district Rear: 25' when abutting residential district	Front: 25' Side: 10' Rear: 25' against R-1, R-2, R-3, R-55, RZ-1, or RT-1	Front: 25' Side: 10' Rear: 25'	Front: 25' Side: 10' Rear: 25'
Building Height	2 ½ stories or 35' except for every foot of additional height over 35', the building shall be set back 1 additional foot from all property lines	No building shall exceed in height the shortest distance from building to nearest boundary of a Residential district	2 ½ stories or 35' except for every foot of additional height over 35', the building shall be set back 1 additional foot from all property lines	2 ½ stories or 35' except for every foot of additional height over 35', the building shall be set back 1 additional foot from all property lines
Density	N/A	N/A	N/A	18 du/ac

**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.

Yes    No    See Comments

**COMPATIBILITY WITH ADJACENT LAND USES**

The parcels are surrounded by single-family residences to the east, west, and south. The parcels to the north are developed commercial uses including self-storage, small corner store, and wholesale/warehousing. The commercial development extends up to the intersection of S Seminole and Ringgold Road.

Yes    No    See Comments

**COMPATIBILITY WITH DEVELOPMENT FORM**

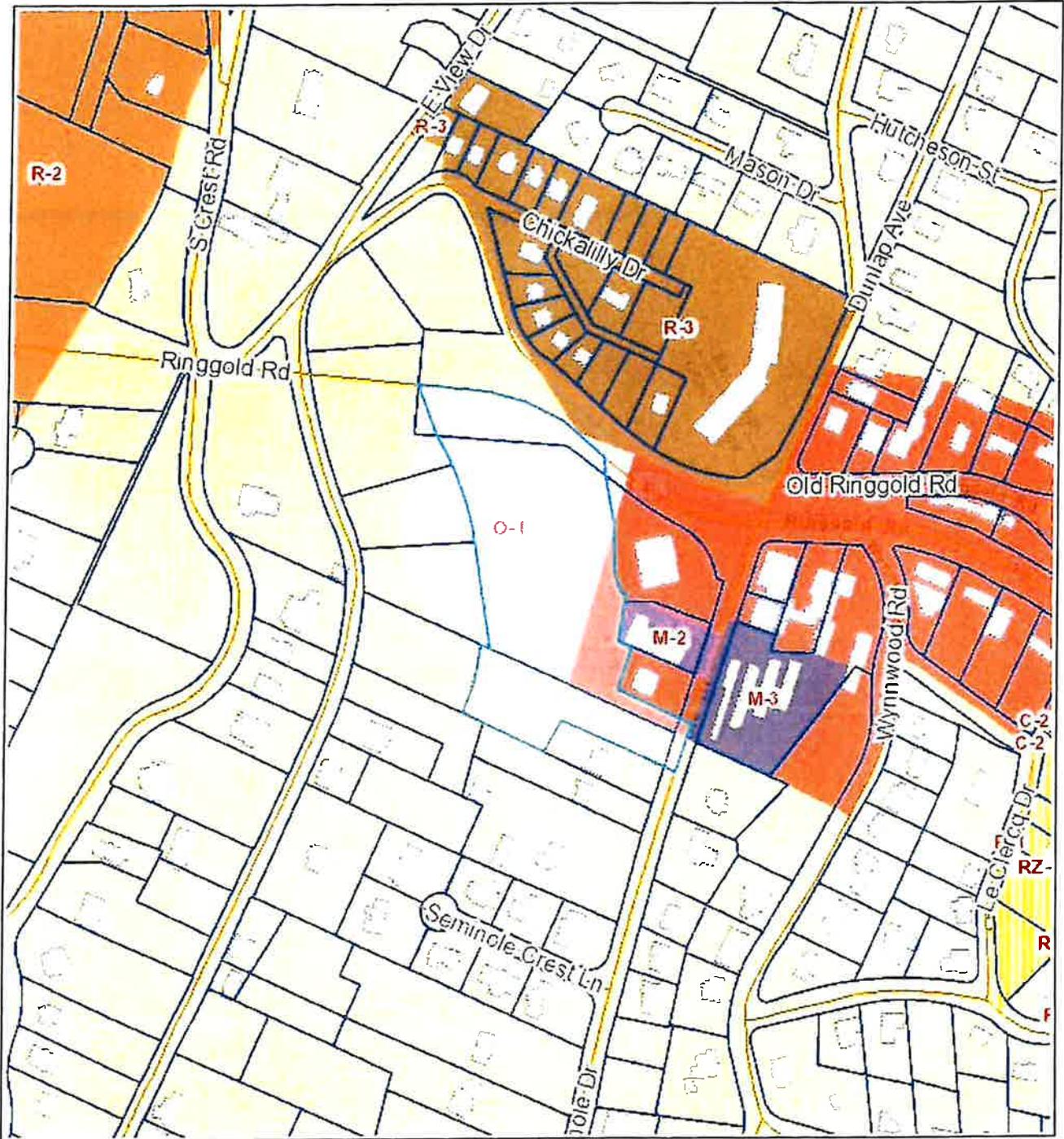
The surrounding development form is larger lots with one and two-story single-family residences to the east, west, and south. There is a commercial node that extends down S Seminole Road and along Ringgold Road.

Yes    No    See Comments

**CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT**

The introduction of multi-family development in this area may cause negative impacts on adjacent residences, specifically related to increased parking, traffic, and on-site lighting. If the application is approved, conditions related to landscaping, parking, and lighting may need to be considered. The following conditions of restricting access to Ringgold Road, number of units, increased landscaping against residences, and dumpster location may need to be considered.

# 2022-0030 Rezoning from O-1, C-2 & R-1 to R-3



S SEMINOLE DR

RINGGOLD RD



**SITE DATA**

Owner  
 SHREEMATHI PROPERTIES LLC &  
 PRADEESH PATEL  
 Street Address:  
 RINGGOLD RD & 1000 S SEMINOLE DR  
 Tax Map:  
 150N F 019 C2 & 150N F 015  
 Lot Size:  
 4.784 AC  
 Current Zone  
 C-1, C-2 & R-1  
 Proposed Zone  
 R-3  
 Proposed Use  
 Apartments  
 Proposed Units  
 72 Units / Acre  
 Proposed Density  
 15 Units / Acre  
 Parking Spaces  
 170 Spaces  
 Parking Ratio  
 1.85 Spaces/Unit

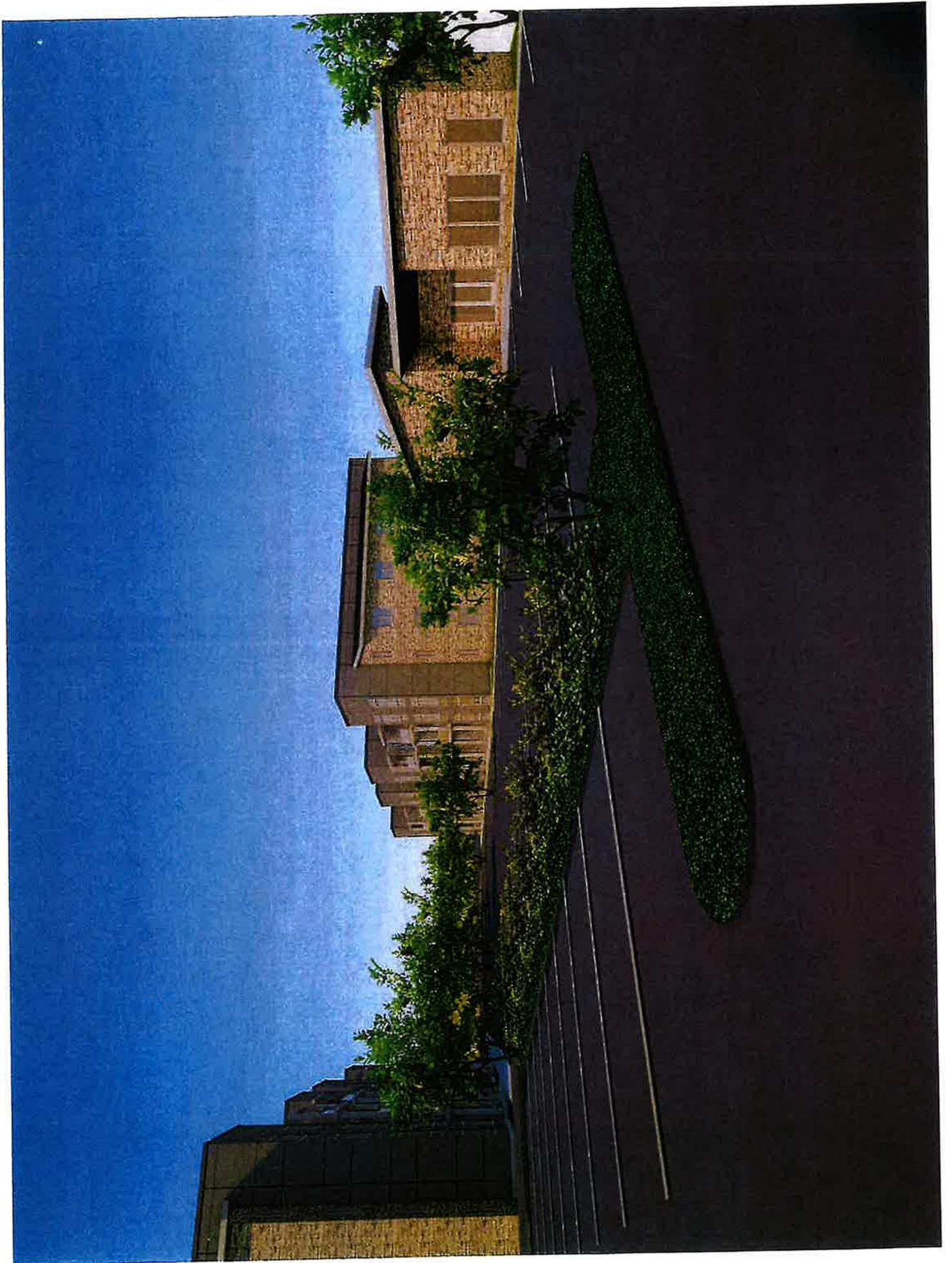


Project Contact:  
 Aas Engineering & Consulting, Inc.  
 714 Cherry Lane  
 Channahon, IL 61419  
 aas@aaseng.com  
 471 805 3700















# City of East Ridge

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

*Building and Codes Department*

## ORDINANCE NO. 1161

### AGENDA MEMORANDUM

TO: Mayor, Council; City Manager  
FROM: Michael Howell, Chief Building Official  
SUBJECT: Rezone of 1503 & 1509 McDonald Rd.  
DATE: February 15, 2022

On February 7th, 2022, Asa Engineering petitioned the East Ridge planning commission to rezone the properties located at 1503 McDonald Rd, tax map #169L- M -019 & 1509 McDonald Rd, tax map # 169M- H- 018 from C-1 (tourism commercial district) & C-2 (general commercial district) to M-3 (warehouse and wholesale district)

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

**ORDINANCE NO. 1161**

**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 1503 MCDONALD ROAD, TAX MAP #169L-M-019 AND 1509 MCDONALD ROAD, TAX MAP #169M-H-018, FROM C-1 TOURISM COMMERCIAL DISTRICT AND C-2 GENERAL COMMERCIAL DISTRICT TO M-2 WAREHOUSE AND WHOLESALE DISTRICT**

**WHEREAS**, Asa Engineering, on behalf of the owner, SRRP LP and Shiv 2 LLC, petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of properties located at 1503 McDonald Road, Tax Map #169L-M-019 and 1509 McDonald Road, Tax Map #169M-H-018, from C-1 Tourism Commercial District and C-2 General Commercial District to M-2 Warehouse and Wholesale District. The properties are more particularly described as follows:

*Legal Description*

**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 request approval of the rezoning; and

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

**WHEREAS**, the East Ridge City Council held a public hearing on March 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 properties located at 1503 McDonald Road, Tax Map #169L-M-019 and 1509 McDonald Road, Tax Map #169M-H-018, from C-1 Tourism Commercial District and C-2 General Commercial District to M-2 Warehouse and Wholesale 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



<b>CASE NUMBER: 2022-0023</b>		<b>Date Submitted: 12/21/2022</b>					
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist if needed</i>							
<b>1 Applicant Request</b>							
<b>Rezone From: C-1 &amp; C-2</b>		<b>Rezone To: M-3</b>	<b>Total acres in request area: 0.93</b>				
<b>2 Property Information</b>							
Property Address: 1503 & 1509 McDonald Rd		Property Tax Map Number 169M-H-018 & 169L-M-019					
<b>3 Proposed Development</b>							
Reason for request/Project description:		Self-storage					
<b>4 Site Characteristics</b>							
Current Use:		Motel and single family house					
Adjacent Uses:		Residential, Gas Station, Motel					
<b>5 Applicant Information</b>							
Name: ASA Engineering (c/o Allen Jones)							
Address (street, city, state, zip): 714 Cherry St, Chattanooga, TN 37402							
Phone: 423-805-3700		Email: ajones@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.							
<b>6 Property Owner Information</b> 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: SRRP LP & Shiv 2 LLC							
Address (street, city, state, zip): 1503 McDonald Rd, East Ridge, TN 37412							
Phone: 423-505-6360		Email: v727investments@gmail.com					
<b>7 Applicant Signature and Consent</b>							
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.							
Signature: See Submitted Application		Date:					
<b>Office Use Only:</b>							
<b>Checklist</b>							
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan	<input checked="" type="checkbox"/>	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	<input type="checkbox"/>	Cash	<input type="checkbox"/>	Credit	<input checked="" type="checkbox"/>	Check 3873
<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

**CASE NUMBER:** 2022-0023

**APPLICANT:** ASA Engineering c/o Allen Jones

**PROPERTY OWNER:** SRRP LP & Shiv 2 LLC

**PROPERTY ADDRESS:** 1503 & 1509 McDonald Road

**TAX MAP PARCEL ID:** 169M-H-018 & 169L-M-019

**SIZE OF REQUEST AREA:** 1.41 acres

**JURISDICTION:** East Ridge

**REQUEST:** Rezone from C-1 & C-2 to M-3

**REASON FOR REQUEST/PROJECT DESCRIPTION:** Rezone from C-1 Tourism Commercial & C-2 General Commercial District to M-3 Warehouse and Wholesale District for proposed self-storage warehouses.

### PROPERTY DESCRIPTION

**EXISTING LAND USE**

Motel (Tax Map 169L-M-019)  
Single Family Residence (Tax Map 169M-H-018)

**SURROUNDING LAND USES**

North: Commercial  
East: Single-Family/Multi-Family  
South: Single-Family  
West: Commercial/Single-Family

**TRANSPORTATION**

McDonald Road is a Local Street.

### ZONING

**ZONING HISTORY**

- Case 2019-0119, a request to rezone 1509 McDonald Road from R-1 Residential to C-2 General Commercial District. The request was approved by East Ridge City Council subject to conditions through ordinance #123. The conditions state the following: the developer will construct a six-foot privacy fence or a privacy fence and berm equal to six feet and the height of the building will be restricted to two stories.
- Case 2010-0085, a request to rezone the 6600 Block of Ringgold Road and the 1500 Block of Fincher Avenue from R-1, C-1, and C-2 to R-3 Residential Apartment District. The request was approved by East Ridge City Council subject to conditions through ordinance #880. The conditions state the following: new lighting installed as part of the redevelopment of this site shall be directed down and away from adjacent single-family residential uses, type "C" landscape buffer/screening installed around the perimeter of the site where the property abuts R-1 residential zone in accordance with the East Ridge Landscape Regulations, natural vegetation can be retained and used as buffer if it meets the intent of the East Ridge Landscape Provisions, a subdivision plat submitted and recorded abandoning property lines so as to combine the site into one overall development entity, and redevelopment of the site shall address and comply with the floodplain regulations of the City of East Ridge.

**ZONE DISTRICT COMPATIBILITY**

USE	CURRENT C-1 ZONE	CURRENT C-2 ZONE	PROPOSED M-3 ZONE
Single-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/> When located in same building as principle permitted use	<input type="checkbox"/>
Multi-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/> When located in same building as principle permitted use	<input type="checkbox"/>
Commercial	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Institutional	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Warehouse/Wholesale	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

DEVELOPMENT STANDARDS	CURRENT C-1 ZONE	CURRENT C-2 ZONE	PROPOSED M-3 ZONE
Lot Size	N/A	N/A	N/A
Lot Frontage	N/A	N/A	N/A
Setbacks	Front: 25' Side: 10' Rear: 25' against R-1, R-2, R-3, R-55, RZ-1, or RT-1	Front: 25' Side: 10' Rear: 25' against R-1, R-2, R-3, R-55, RZ-1, or RT-1	Front: 25' Side: 25' when against a residential district Rear: 25' when against a residential district
Building Height	No building shall exceed in height the shortest distance from building to nearest boundary of a Residential district	No building shall exceed in height the shortest distance from building to nearest boundary of a Residential district	35' except for every foot of additional height over 35', the building shall be set back 1 additional foot from all property lines

**DISCUSSION OF STAFF RECOMMENDATION**

Yes     No     See Comments

**COMPATIBILITY WITH 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.

Yes     No     See Comments

**COMPATIBILITY WITH ADJACENT LAND USES**

The parcels are both currently zoned for commercial uses but are surrounded by single-family residential uses to the east, west, and south. Parcels to the north contain existing commercial uses and abut a major roadway. The proposed M-3 Warehouse and Wholesale district will limit uses to warehouse and office uses only, which will not introduce more intense uses into the area.

Yes     No     See Comments

**COMPATIBILITY WITH DEVELOPMENT FORM**

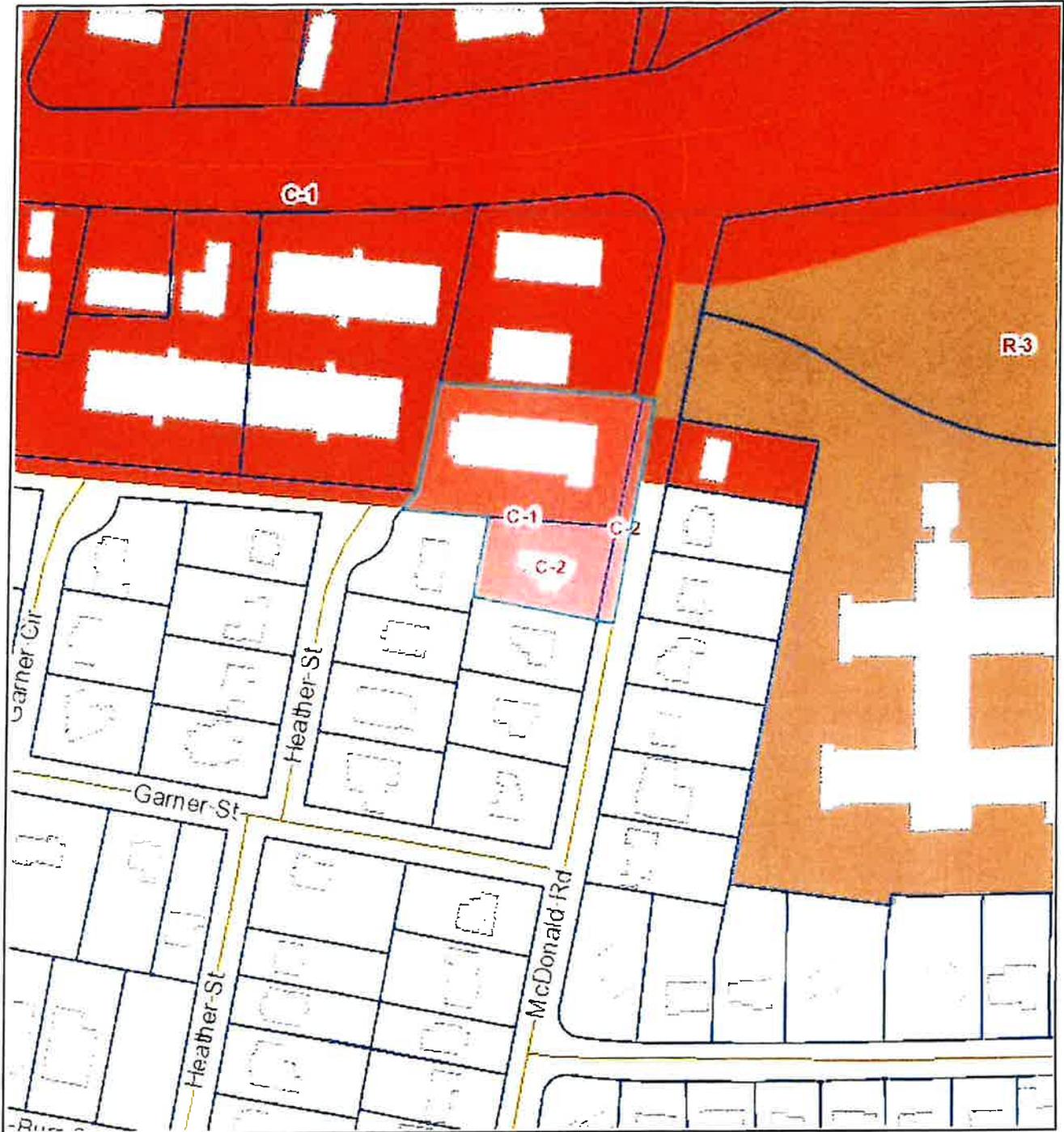
The surrounding development form is single-family, one-story cottages to the south, east, and west with commercial development leading up to the intersection of McDonald and Ringgold Road. The commercial strip extends along Ringgold Road.

Yes     No     See Comments

**CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT**

The proposed zoning change to M-3 Warehouse and Wholesale district will limit allowable uses compared to the current zoning. This will limit the possibility of nuisance issues. The proposed development should follow site design and development standards required by East Ridge, which will likely require landscape buffering, etc.

2022-0023 Rezoning from C-1 & C-2 to M-3



2022-0023 Rezoning from C-1 & C-2 to M-3







# City of East Ridge

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

Finance Department  
*Diane Qualls, Director*

**ORDINANCE NO. 1162**

**MEMO**

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

**FROM: Diane Qualls, CMFO**

**DATE: 03/03/2022**

**RE: Ordinance 1162 – Budget Amendment**

---

This budget amendment is being done to reflect the purchases of a sanitation truck and a leaf vacuum truck in the amount of \$ 516,000. Staff will use the following funds for this purchase:

FEMA/TEMA Reimbursement	\$ 157,520.00
Insurance Recovery	\$ 164,947.00
Use of Fund Balance (Solid Waste Fd)	<u>\$ 193,533.00</u>
Total Cost	\$ 516,000.00

When the FY 2022 budget was passed, the Solid Waste Management Fund was not balanced. Revenues were higher than expenditures by \$128,669; so due to that less fund balance will be used if the revenues come in as expected.

**ORDINANCE NO. 1162**

**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 SOLID WASTE 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 Solid Waste 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:

<b>Solid Waste Fund</b>	<b>Budget</b>	<b>Amendment</b>	<b>Final</b>
Revenues			
Use of Fund Balance	0	64,864	64,864
<b>Total Budget (Amended)</b>	<b>1,851,177</b>	<b>64,864</b>	<b>1,916,041</b>
Expenditures			
Capital Purchase	322,467	193,533	516,000
<b>Total Budget (Amended)</b>	<b>1,722,508</b>	<b>193,533</b>	<b>1,916,041</b>

**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](http://www.eastridgetn.gov)

Mark Litchford  
City Attorney

## ORDINANCE NO. 1163 (A/B)

### Memorandum

To: City Council  
From: Mark Litchford  
RE: Charter Amendment  
DATE: March 8, 2022

The Eleventh Judicial District for the State of Tennessee is located in Hamilton County. Under the current City Charter, the municipal court clerk must be a resident of the City of East Ridge, Tennessee, and registered voter of the City for at least one (1) year prior to his/her qualification for office. *See Section 6-B(2)*. The City desires to amend the City Charter and two proposals have been discussed.

Proposal No. 1 is to replace the city residency requirement and voter registration requirement with Hamilton County, Tennessee.

Proposal No. 2 is to remove the position of the City Court Clerk as an elected position and replace the same as an appointed position by the City Manager. Also, Proposal 2 would include removing the city residency requirement and voter registration requirement with Hamilton County, Tennessee, and also remove the term period for the City Court Clerk.

To amend the Charter, the City would need to pass an ordinance and submit this question in referendum to the voters of East Ridge, Tennessee. The next state general election is August 4, 2022. The Election Commission must receive the Ordinance to amend not later than April 14, 2022.

The City will also need to amend the City Code at Section 3-505 if the referendum to amend the Charter passes at the August 4, 2022 election.

**Brian Williams**  
Mayor

**Mike Chauncey**  
Vice-Mayor

**Jacky Cagle**  
Councilmember

**Esther Helton**  
Councilmember

**Andrea Witt**  
Councilmember

**Chris Dorsey**  
City Manager

**ORDINANCE NO. 1163 A**

**AN ORDINANCE TO SUBMIT IN REFERENDUM TO THE PEOPLE OF EAST RIDGE, TENNESSEE THE QUESTION OF AMENDING THE CHARTER OF THE CITY OF EAST RIDGE, TENNESSEE, BY AMENDING SECTION 6-B(2) OF THE CHARTER TO SUBSTITUTE THE RESIDENCY REQUIREMENT AND VOTER REGISTRATION REQUIREMENT OF THE CITY CLERK TO HAMILTON COUNTY**

**BE IT ORDAINED** by the City Council of the City of East Ridge, Tennessee, as follows:

**SECTION 1:**

That at the general state election to be held on August 4, 2022 (the "Election"), there shall be submitted in referendum to the people of East Ridge, Tennessee, the question of amending Section 6-B(2) of the East Ridge City Charter as follows:

- (i) Substituting the city residency requirement of the City Court Clerk and replacing the residency requirement with Hamilton County, Tennessee; and
- (ii) Substituting the requirement that the City Court Clerk be a registered voter of the City and replacing the voting requirement to be a registered voter of Hamilton County, Tennessee.

**SECTION 2:**

That to accomplish said referendum, the Election Commission of Hamilton County, Tennessee, is hereby directed to place upon the ballots to be used within the precincts of the City of East Ridge, Tennessee, during said Election the following words and figures:

**PROPOSAL:** The first sentence of Section 6-B(2) of the Charter for the City of East Ridge, Tennessee, is proposed to be amended by removing the city residency requirement of the East Ridge City Court Clerk, and removing the voting registration requirement of the East Ridge City Court Clerk, and replacing the same with the following such that Section 6-B(2) would state as follows:

*The City Court Clerk must be a citizen of the United States and of the State of Tennessee, who is a **bona fide resident and registered voter of Hamilton County, Tennessee, for at least one year before his/her***



**SECTION 6.**

BE IT FURTHER ORDAINED, that the Clerk of the City Council shall certify the passage of this Ordinance to the Hamilton County Election Commission and request that the proposed amendment to the City Charter of the City of East Ridge, Tennessee, be placed on the ballot to be used in the general state election to be held on or about August 4, 2022.

**SECTION 7.**

BE IT FURTHER ORDAINED, that the cost of the referendum election shall be paid from the general funds of the City of East Ridge, Tennessee.

**SECTION 8.**

BE IT FURTHER ORDAINED, that a copy of this ordinance be furnished by the Finance Director to the Election Commission of Hamilton County as its authority to hold such referendum and to make such provision for the advertising and implementation of such referendum as is necessary.

**SECTION 9.**

BE IT FURTHER ORDAINED, that the Hamilton County Election Commission shall certify to the Clerk of the City Council of the City of East Ridge, Tennessee, the result of said election, and the said Clerk shall cause said certification to be made a part of the minutes of the City Council.

**SECTION 10.**

BE IT FURTHER ORDAINED, that a copy of this ordinance be published by the City in accordance with law.

**SECTION 11.**

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

Passed first reading \_\_\_\_\_, 2022.

Passed second reading \_\_\_\_\_, 2022.

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

Attest:

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

Approved to form:

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

**ORDINANCE NO. 1163 B**

**AN ORDINANCE TO SUBMIT IN REFERENDUM TO THE PEOPLE OF EAST RIDGE, TENNESSEE THE QUESTION OF AMENDING THE CHARTER OF THE CITY OF EAST RIDGE, TENNESSEE, BY AMENDING SECTION 6-B(2) OF THE CHARTER TO PROVIDE THAT THE CITY COURT CLERK IS APPOINTED BY THE CITY MANAGER, TO REMOVE THE CITY RESIDENCY AND REGISTERED VOTER REQUIREMENT, AND TO REMOVE THE TERM OF THE CITY COURT CLERK**

**BE IT ORDAINED** by the City Council of the City of East Ridge, Tennessee, as follows:

**SECTION 1:**

That at the general state election to be held on August 4, 2022 (the "Election"), there shall be submitted in referendum to the people of East Ridge, Tennessee, the question of amending Section 6-B(2) of the East Ridge City Charter as follows:

- (1) Removing the position of the East Ridge City Court Clerk as an elected position and replacing the same to provide that the position of the East Ridge City Court Clerk is appointed by the City Manager for East Ridge;
- (2) Deleting the city residency and voter registration requirement with Hamilton County, Tennessee; and
- (3) Removing the term period for the City Court Clerk position.

**SECTION 2:**

That to accomplish said referendum, the Election Commission of Hamilton County, Tennessee, is hereby directed to place upon the ballots to be used within the precincts of the City of East Ridge, Tennessee, during said Election the following words and figures:

**PROPOSAL:** Section 6-B(2) of the Charter for the City of East Ridge, Tennessee, is proposed to be amended by (1) removing the position of the East Ridge City Court Clerk as an elected position and in its place making the position appointed by the City Manager; (2) substituting the city residency and voter registration requirement with Hamilton County, Tennessee; and (3) removing the term period for the City Court Clerk position, and amending Section 6-B(2) to state as follows:



**SECTION 5.**

BE IT FURTHER ORDAINED, that this Ordinance shall be published in full by the Clerk of the City Council in the daily newspaper of general circulation in the City of East Ridge, Tennessee, after the passage thereof on second and final reading.

**SECTION 6.**

BE IT FURTHER ORDAINED, that the Clerk of the City Council shall certify the passage of this Ordinance to the Hamilton County Election Commission and request that the proposed amendment to the City Charter of the City of East Ridge, Tennessee, be placed on the ballot to be used in the general state election to be held on or about August 4, 2022.

**SECTION 7.**

BE IT FURTHER ORDAINED, that the cost of the referendum election shall be paid from the general funds of the City of East Ridge, Tennessee.

**SECTION 8.**

BE IT FURTHER ORDAINED, that a copy of this ordinance be furnished by the Finance Director to the Election Commission of Hamilton County as its authority to hold such referendum and to make such provision for the advertising and implementation of such referendum as is necessary.

**SECTION 9.**

BE IT FURTHER ORDAINED, that the Hamilton County Election Commission shall certify to the Clerk of the City Council of the City of East Ridge, Tennessee, the result of said election, and the said Clerk shall cause said certification to be made a part of the minutes of the City Council.

**SECTION 10.**

BE IT FURTHER ORDAINED, that a copy of this ordinance be published by the City in accordance with law.

**SECTION 11.**

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

Passed first reading \_\_\_\_\_, 2022.

Passed second reading \_\_\_\_\_, 2022.

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Brian Williams, Mayor

Attest:

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Christopher J. Dorsey, City Manager

Approved to form:

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Mark W. Litchford, City Attorney

**RESOLUTION NO. 3244**



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

**AGENDA MEMORANDUM  
6:00 pm Council Meeting**

**MEMORANDUM**

**TO:** Mayor and Council  
City Manager

**FROM:** Shawna Skiles, Interim Parks and Recreation Director

**SUBJECT:** Remote Area Medical Clinic

**DATE:** February 21, 2022

Bob Nevil with Remote Area Medical (RAM) has requested to use Camp Jordan Arena September 8-10, 2023 at no charge. This event provides free Health, Dental & Vision procedures on site to people that cannot afford to pay. This is a free service to the community. Staff recommends waiving the rental fee for Remote Area Medical in 2023.

**RESOLUTION NO. 3244**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO WAIVE THE FEE FOR USE OF CAMP JORDAN ARENA FOR THE REMOTE AREA MEDICAL (“RAM”) FREE CLINIC**

**WHEREAS**, for over 30 years, RAM has provided free medical, dental, and vision care to hundreds of thousands of people through the operation of mobile medical clinics; and

**WHEREAS**, RAM operates its clinics in communities large and small, both in the United States and abroad; and

**WHEREAS**, RAM has scheduled a clinic at Camp Jordan Arena on September 8 - 10, 2023, in order to provide these services at no cost to area residents; and

**WHEREAS**, RAM is requesting that the City waive the fee for use of the Arena in order for them to provide these services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the fee for use of Camp Jordan Arena on September 8 – 10, 2023 by RAM will be waived in order for them to provide free medical, dental and vision services to the citizens of East Ridge and the surrounding areas.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

Attest:

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

Approved to Form:

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

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

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

1. Name of Group or Individual making the request: 2023 Hamilton County RAM Host Group
  - (a) Address: 2415 McCallie Avenue, Chattanooga, TN 37404
  - (b) Phone: 423-280-7478
  - (c) Contact Person: Laura Ray, chair
2. The desired date(s) & time(s) for the event: September 8-10, 2023 (Set-up starts September 8, 2023 at 8 AM)
3. The event to be held: September 9 & 10, 2023 from 5:30 AM to 6 PM
4. Is the event open to the public: Yes- on a first come, first served basis
5. Is there an admission fee: No one will be charged for any of the medical, dental, vision, screening or referral services provided
6. Are outside vendors participating: local health and medical agencies will be providing free screenings, education and referral services
7. Is a fee charged for outside vendors: No one will be charged for any services or products offered
8. What is amount of admission fee: There is no admission fee to Remote Area Medical clinics
9. What is amount of fee for outside vendors: all agencies providing services do so for free
10. Is the group/individual listed in #1 above non profit: Yes
11. Does the group/individual have a 501 C-3: Yes -,RAM headquarters (Rockford, TN) is a registered 501(c) 3
12. What other entities/persons share in the proceeds from the event: There are no proceeds from this clinic
13. Will the event require any accessory property? ie. Tables, chairs, etc.:  
Yes -1. Tables 2. Chairs 3. Pipe and drape partitions 4. Electrical supply

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

Bob Nevil for 2023 Hamilton County RAM Host Group chair Laura Ray



# City of East Ridge

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

Chris Vaughn  
Street Department Supervisor

## RESOLUTION NO. 3245

### MEMORANDUM

TO: Mayor and Council  
City Manager

FROM: Chris Vaughn, Street Department Supervisor

SUBJECT: Bids for Heavy Duty 4x4 Truck

DATE: March 7, 2022

The City advertised for bids to purchase a heavy-duty 4x4 truck and opened the bids on March 7, 2022 at 10 am. We received 3 bids as follows:

<u>Company</u>	<u>Bid Amount</u>
Lee Smith, Inc.	\$90,518
Stringfellow, LLC	\$97,053
CMI Equipment	No bid

I reviewed the bids and recommend the low bid of Lee Smith, Inc.

**Brian Williams**  
Mayor

**Mike Chauncey**  
Vice-Mayor

**Jacky Cagle**  
Councilmember

**Esther Helton**  
Councilmember

**Andrea Witt**  
Councilmember

**Chris Dorsey**  
City Manager

**RESOLUTION NO. 3245**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF EAST RIDGE, TENNESSEE, AWARDING  
BIDS FOR THE PURCHASE OF ONE (1) HEAVY DUTY  
4x4 TRUCK WITH ACCESSORIES**

**WHEREAS**, on February 24, 2022, the City of East Ridge advertised for bids for the purchase of one (1) Heavy Duty 4x4 truck with accessories; and

**WHEREAS**, bids were received, opened, and publicly read on March 7, 2022 at 10:00 am at East Ridge City Hall; and

**WHEREAS**, City staff has maintained a file with all bids received and,

**WHEREAS**, after review of the bids, City staff recommends the bid be awarded to Lee-Smith, Inc. in the amount of \$90,518.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the bid for the purchase of one (1) Heavy Duty 4x4 truck with accessories be awarded to Lee-Smith, Inc. in the amount of \$90,518.00.

**BE IT FURTHER RESOLVED** that the Mayor, or his designee, is hereby authorized to execute any contract or agreement necessary between the City of East Ridge and Lee-Smith, Inc. subject to approval of the City Attorney, in the amount stated herein.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

Attest:

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

Approved as to Form:

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



## **EAST RIDGE POLICE DEPARTMENT**

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

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

**Stan Allen  
Chief of Police**

### **RESOLUTION NO. 3246**

#### **AGENDA MEMORANDUM**

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

**FROM: Chief Stan Allen**

**SUBJECT: Vehicle Purchase**

**DATE: March 10, 2022**

The Police Department is requesting to purchase one 2022 Ford F-150 Interceptor from Lonnie Cobb Ford on Statewide Contract #209-72318 to replace a Dodge Charger that was a total loss due to a crash. The total cost of the vehicle would be \$40,501.00. The city received \$25,144.00 from the insurance company on the crashed car. For the new F-150, \$7,995.00 of the drug fund can be used for the added police equipment. Fund balance would have to be used for the remaining \$7,362.00.

**RESOLUTION NO. 3246**

**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 F-150 INTERCEPTOR FROM LONNIE COBB FORD THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #209-72318, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)**

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

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

**WHEREAS**, the total cost for a 2022 Ford F-150 Interceptor from Lonnie Cobb Ford on the Tennessee Statewide Vehicle Contract is as follows:

- \$ 7,995.00 Cost of equipment to be paid from Drug Fund
- \$25,144.00 Insurance recovery from loss of vehicle
- \$ 7,362.00 Balance to be paid from General Fund fund balance
- \$40,501.00 Total price including cost of equipment

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the City Manager or his designee is hereby authorized to purchase, and execute all documents necessary to purchase, one (1) 2022 Ford F-150 Interceptor from Lonnie Cobb Ford through the Department of General Services Statewide Contract Listing #209-72318, pursuant to TCA 12-3-1201(b), with costs as follows:

- \$ 7,995.00 Cost of equipment to be paid from Drug Fund
- \$25,144.00 Insurance recovery from loss of vehicle
- \$ 7,362.00 Balance to be paid from General Fund fund balance
- \$40,501.00 Total price including cost of equipment

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

Attest:

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

Approved as to Form:

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



# City of East Ridge

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

Finance Department  
*Diane Qualls, Director*

## RESOLUTION NO. 3247

### MEMO

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

**FROM: Diane Qualls, CMFO**

**DATE: 03/04/2022**

**RE: Resolution 3247**

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The city has had a good working relationship with ChattNeuter Spay Neuter Clinic located on Brainerd Road for the past few years. Unfortunately, due to the issues created during COVID, such as supply chain issue and cost of supplies/equipment, they have made the hard decision to increase their prices. With this occurring, the city will need to enter into this new MOU that will reflect these new prices.

**RESOLUTION NO. 3247**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CHATTANEUTER SPAY NEUTER CLINIC FOR PROVIDING SPAY NEUTER SERVICES TO EAST RIDGE ANIMAL SERVICES**

**WHEREAS**, the City of East Ridge wishes to help end pet overpopulation in the city; and

**WHEREAS**, the City of East Ridge is requesting approval to partner with ChattaNeuter Spay Neuter Clinic to provide spay neuter services to East Ridge Animal Services; and

**WHEREAS**, ChattaNeuter has presented an agreement with pricing (attached as Exhibit A) for the consideration of the Council.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of East Ridge, Tennessee that the Mayor, or his designee, is authorized to enter into the attached Memorandum of Understanding with the ChattaNeuter Spay Neuter Clinic to provide spay neuter services to East Ridge Animal Services.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

Attest:

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

Approved as to Form:

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

EXHIBIT A

Original



5950 Brainerd Road, Chattanooga TN 37421  
Telephone: (423) 531-SPAY (7729)  
www.chattaneuter.org email: anna@chattaneuter.org

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Spay/Neuter Surgical MOU— East Ridge Animal Services

It is the goal of ChattaNeuter to help end pet overpopulation by collaborating with animal control and shelters to assist in ensuring affordable services are available for the animals in their care.

Please review and sign the following to ensure the safety and well-being of animals coming to our clinic for surgery. It is important to stress that only animals currently under your care and ownership are to be brought into our clinic through this program. No privately owned animals are to be offered services through this program. If spay/neuter assistance is needed for an owned animal please inquire about other available programs.

As an authorized representative of East Ridge Animal Services, I hereby accept the following terms for participation in the shelter pricing offered by ChattaNeuter (pricing is subject to change with notice).

- 1) The animal must be no younger than 2 months of age and no less than 2 pounds. All animals over 7 years of age will be required to have pre-anesthesia bloodwork prior to the day of surgery.
- 2) The veterinarian has the right to refuse to perform surgery on any animal that he or she feels is not a suitable candidate for surgery, or has a pre-existing condition that would place the animal at risk while under anesthesia. Such refusal is at the sole discretion of the veterinarian.
- 3) All animals should be monitored for complications and should be supervised until considered sufficiently recovered from anesthesia.
- 4) If a surgical patient develops post-surgical complications due to the surgery performed at ChattaNeuter, you are required to bring the animal to the designated veterinarian. If this is not possible and is life threatening, you are authorized to bring the animal to your own veterinarian. However, ChattaNeuter will only reimburse up to \$300.00 at any other facility. This reimbursement will be in the form of a credit for future surgeries at our facility. The complication/illness must be determined to be directly related to the patient's visit to ChattaNeuter. This will be determined by a ChattaNeuter veterinarian in order for reimbursement to be granted.
- 5) It is understood that reasonable precautions will be taken to the best of our ability. It is also understood that this examination is limited to fitness for the spay/neuter surgery and is not expected to be considered a complete diagnostic medical examination.
- 6) Your designated contact for the organization will be invoiced via email every Friday. ChattaNeuter must receive payment within 10 business days; failure to pay within the designated timeframe will result in cancellation of all future surgical appointments until payment is made in full.

- 7) The following spay/neuter fees will be charged:
- |   |      |
|---|------|
| Female Dogs   | \$50 |
| Male Dogs   | \$40 |
| Female Cats   | \$30 |
| Male Cats   | \$20 |
| Feral Cats (must come in trap and will receive ear tip) | \$20 |

This price includes:

- Wellness check (for signs of illness that would make the patient unsuitable for surgery)
- Spay or Neuter
- Rabies vaccination

Additional procedures available for additional fees:

- |   |         |
|---|---------|
| Vaccinations - DHPP or FVRCP (or similar vaccine) | \$10.00 |
| FELV/FIV Test (cats)                              | \$15.00 |
| HW Test (dogs)                                    | \$15.00 |
| Microchip   | \$20.00 |
| Fecal Test  | \$10.00 |

Additional fees for take home medications, if prescribed.

\_\_\_\_\_  
 Anna Baker, Director  
 ChattaNeuter

\_\_\_\_\_  
 Organization

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized Signature

Bills for organization should be sent to:

Contact Person: \_\_\_\_\_ \*Email address: \_\_\_\_\_

Cell phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
 \*Valid email address to which invoices will be emailed is required for completion of contract.



## Shelter Spay/Neuter Surgical MOU

It is the goal of ChattaNeuter to help end pet overpopulation by collaborating with animal shelters to assist in providing affordable services for the animals in their care. Please review and sign the following to ensure the safety and well-being of animals coming to our clinic for surgery. Only animals currently under your shelter's care and ownership are to be brought into our clinic through this program; no privately owned animals are to be offered services through this program. If spay/neuter assistance is needed for an owned animal please inquire about other available programs.

As an authorized representative of \_\_\_\_\_, hereafter referred to as SHELTER, I hereby accept the following terms for participation in the shelter pricing offered by ChattaNeuter (pricing is subject to change with notice).

- 1) The pet presented for surgery must be no younger than 2 months of age and no less than 2 pounds.
- 2) Pets who have pre-existing conditions including but not limited to brachycephaly, heartworm disease, upper respiratory infection or are geriatric, underweight, or overweight present a higher anesthetic risk. I understand that if my shelter presents such a candidate for surgery and ChattaNeuter's veterinarian considers the animal to otherwise be a suitable candidate for surgery, ChattaNeuter will proceed with the surgery without consulting SHELTER. If I have any questions regarding a pet's candidacy for surgery, I will consult with ChattaNeuter prior to the date of the surgery. I understand that as long as, in the opinion of the attending veterinarian, the animal is an acceptable surgical candidate, sterilization procedures will be performed regardless of the animal's sex or medical conditions (including pregnancy).
- 3) Pre-anesthetic bloodwork is recommended for every patient and highly recommended for geriatric patients. Waiving pre-anesthetic bloodwork may present an increased anesthetic risk to the patient. I understand and agree to accept the increased risk of any animals I bring to ChattaNeuter for spay/neuter for whom I do not present pre-anesthetic bloodwork.
- 4) ChattaNeuter's veterinarian has the right to refuse to perform surgery on any animal that he or she feels is not a suitable candidate for surgery. Such refusal is at the sole discretion of the veterinarian. I understand that ChattaNeuter will perform a brief physical examination before surgery, with the exception of feral cats or fractious animals. It is also understood that this examination is limited to fitness for the spay/neuter surgery and is not expected to be considered a complete diagnostic medical examination.
- 5) I understand that if SHELTER animal experiences a medical emergency during surgery or recovery, attempts to contact SHELTER will be made and, if ChattaNeuter veterinarian deems necessary, the animal will be taken to Animal Emergency and Specialty Center (AESC) located on Lee Hwy. I understand that SHELTER will bear responsibility for all charges at AESC. Should the animal require cardiopulmonary resuscitation (CPR), including cardiac compressions, positive pressure respiration, emergency medications, or other heroic interventions, I request that the doctor(s) at AESC conduct/not conduct such medical care as indicated below. Regardless of pet's recovery or survival, I agree to pay CPR fees (\$200-\$500).  
Please initial whether you accept or decline CPR treatment for SHELTER animals: Accept \_\_\_\_\_ Decline \_\_\_\_\_
- 6) I understand that ChattaNeuter will monitor SHELTER animals post surgery for a minimum of two hours. Upon pickup at ChattaNeuter, SHELTER will continue to monitor and supervise these animals until they are considered sufficiently recovered from anesthesia. Post operative instructions follow this agreement; I understand that as the SHELTER representative I am responsible for ensuring that all SHELTER staff, adopters, and fosters receive a copy of post-operative instructions and follow these instructions.
- 7) We prefer adopters to contact us for any post operative problems. It is up to the shelter to give the post op instructions, Elizabethan collars and anti-inflammatory medication if they are adopted out within 10 days.
- 8) The shelter's designated contact will be invoiced weekly via email. ChattaNeuter must receive payment within 10 business days; failure to pay within the designated timeframe will result in cancellation of all future surgical appointments

until payment is made in full.

9) I understand and agree to pay the following fees for services rendered:

Spay/neuter:

*Spay/neuter price includes: Spay/neuter surgery, wellness check for signs of illness that would make the patient unsuitable for surgery, and rabies vaccination at Shelter's request – must be noted on Admissions form. Surgical patients receive a small tattoo on their underside to indicate they have been sterilized.*

Female Dogs	\$54
Male Dogs	\$44
Female Cats	\$37
Male Cats	\$30
Feral Cats (must come in trap and will receive ear tip)	\$25

The following fees may apply:

Anesthesia without surgery	\$10
Anesthesia with exploratory	\$50 and up
Rabies vaccination without surgery charge	\$10
Pregnant	\$20
Pyometra	\$20
Cryptorchid	\$15 and up
Capstar (if fleas are visible at time of surgery)	\$3

Procedures available at time of surgery for additional fees:

Vaccinations - DHPP or FVRCP (or similar vaccine)	\$15
Kennel cough vaccination	\$10
Blood draw fee	\$5
Injection fee (client provided vaccination or microchip)	\$3
Ear flush	\$5
Ear mite treatment	\$5
FeLV/FIV Test (cats)	\$20
Hernia repair (at doctor's discretion)	\$40
HW Test (dogs)	\$15
Microchip	\$20
Fecal Test	\$10
Deworming cats/dogs	\$5/\$10
Health Certificate per animal	\$15
Wound cleaning fee	\$10

Additional fees for take home medications, if prescribed.

10) On behalf of the shelter I represent, I hereby request and authorize ChattaNeuter to perform sterilization surgery, provide anesthesia, any other necessary treatment and administer requested vaccinations to animals SHELTER presents to ChattaNeuter for surgery. I release ChattaNeuter, all veterinarians, assistants, volunteers, directors, and employees from any and all claims arising out of or connected with the performance of sterilization surgery and any services performed at ChattaNeuter, any adverse reactions from vaccinations or any disease contracted due to incomplete vaccination status. I agree that I have not and will not claim any right of compensation from them, file action by reason of such sterilization or attempted sterilization of such animal or any consequences related thereto. I agree to indemnify and hold ChattaNeuter harmless for any damages caused during the housing or transportation of any animal.

\_\_\_\_\_  
Shelter Representative, Authorized Signature

\_\_\_\_\_  
Shelter Representative, Printed Name

Organization Name

Organization Name

Bills for organization should be sent to:

Contact Person: \_\_\_\_\_ \*Email address: \_\_\_\_\_

Cell phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\*Valid email address to which invoices will be emailed is required for completion of contract.

rev Feb 2022



# City of East Ridge

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

Mark Litchford  
City Attorney

## RESOLUTION NO. 3248

### MEMORANDUM

**TO: City Council**

**FROM: Mark Litchford**

**DATE: March 7, 2022**

**RE: Development Agreement – “The Gateway Development”**

Previously the City of East Ridge submitted an application to the TN Department of F&A for a \$13.0 economic development Grant. In accordance with Grant requirements, the Developer (Sterling Holdings, LLC and Star Community Builders, LLC) has worked with the City to coordinate the drafting of a development agreement. The agreement is included with the resolution and provides certain obligations and commitments of the City, the IDB and the Developer. All funds received from the State, subject to a 1% holdback, will be advanced for purposes of public improvements as defined in T.C.A. § 9-23-102(16).

**Brian Williams**  
Mayor

**Mike Chauncey**  
Vice-Mayor

**Jacky Cagle**  
Councilmember

**Esther Helton**  
Councilmember

**Andrea Witt**  
Councilmember

**Chris Dorsey**  
City Manager

**RESOLUTION NO. 3248**

**A RESOLUTION OF THE CITY OF EAST RIDGE,  
TENNESSEE, APPROVING THE EXECUTION AND  
DELIVERY OF A DEVELOPMENT AGREEMENT WITH  
STAR COMMUNITY BUILDERS, LLC AND STERLING  
HOLDINGS, LLC AND AUTHORIZING CERTAIN ACTIONS  
RELATING THERETO**

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

**WHEREAS**, Sterling Holdings, LLC is the owner of an approximate 60-acre tract of property identified as Tax Map No. 169E-D-008 (the "Property") located in the boundaries of the City generally known as the Gateway, and Star Community Builders, LLC (collectively with Sterling Holdings, LLC the "Developer") has proposed to develop the Property for a variety of mixed uses in Phase I, including the construction of a stadium for professional sporting and spectator events, retail space, hotels, residences, and associated infrastructure (hereinafter called the "Project");

**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. § 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**, 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**, in exchange for receiving the Grant proceeds, the City's and IDB's commitments herein, 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 a development agreement ("Development 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 believes it is in the best interest to enter into this Development Agreement for the reasons set forth above.

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

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

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

2. The Development Agreement is hereby approved with said funding of the Grant to be derived and paid in accordance with the Agreement entered into by and between the City, the East Ridge Industrial Development Board, and Developer.

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

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

5. Pursuant to applicable law and in order to advance the purpose of the Agreement, the City Council delegates to the Board the proceeds received from the State related to the Grant in accordance with all Grant requirements, State requirements and the Agreement entered into between the City, the East Ridge Industrial Development Board and Developer.

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

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

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
Brian 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 BUILDERS, LLC** (“Star Community”), a Utah limited liability company, and **STERLING HOLDINGS, LLC** (“Sterling Holdings”), a Utah limited liability company (for convenience purposes, Star Community and Sterling Holdings will collectively be referred to herein in the singular as “Developer”). 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 Sterling Holdings is the owner of an approximate 60-acre tract of property identified as Tax Map No. 169E-D-008 (the “Property”) located in the boundaries of the City generally known as the Gateway , and Star Community 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, the City's and IDB's commitments herein, 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, 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 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 Property was otherwise qualified or the grant 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 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 Project was otherwise qualified or the grant was approved by the State.

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 warrant for the benefit of the IDB and the City as follows:

a. **Organization.** Both Star Community and Sterling Holdings are limited liability companies duly organized, validly existing and in good standing under the laws of the State of Utah, are in compliance with the laws of the State of Utah, and have the power and authority to own their properties and assets and to carry on their business in the State of Utah and 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 the companies' respective existences or assure the assumption of their obligations under this Agreement by any successor entity of either company.

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, Sterling Holdings 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. **Engineer.** The Developer has retained, and throughout the duration of this Agreement will retain, the services of a civil engineer ("Developer's Engineer") licensed to perform engineering services within the State of Tennessee pursuant to Title 62, Chapter 2 of the Tennessee Code.

f. **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 a 2022 Application for State Partnership Grant (“Grant Application”) in the amount of \$13.0 million payable to the City and/or the East Ridge Industrial Development Board as part of the State’s budget for the fiscal year beginning July 1, 2022.

b. On or before February 11, 2022, submit and otherwise file the Grant Application through the Tennessee State Government’s website portal at: <https://www.tn.gov/finance/fa/fa-budget-information/fa-budget-archive/fiscal-year-2022-2023-budget-publications.html>;

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

d. To the extent the Grant is approved and except as otherwise provided herein, the City shall direct and appropriate all funds received from the State (“Grant Funds”) to the IDB, which Grant Funds shall be deposited into an interest bearing bank account held in the name of the IDB until such time as the Grant Funds are to be paid in accordance with this Agreement.

e. 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 Funds received from the State, 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.

4. **Affirmation of Access Improvements for Phase I.** This Agreement does not supersede or rescind the existing Development Agreement Relating to the Border Region Retail Tourism Development District (“Border Region Agreement”) between Sterling Holdings LLC and the IDB. The City and the IDB remain committed to the Border Region Agreement and shall support the continuation of Annual Incentive payments thereunder. Additionally, the City acknowledges that development of Phase I warrants improved access for vehicular travel along Mack Smith Road from Ringold Road, and therefore, the City affirms its commitment to complete road

improvements on Mack Smith Road. Additionally, the City will endeavor to explore access improvements to the northern portion of the Property from Spring Creek Road, which efforts will include, to the extent possible, coordinated and joint discussions with Developer, HCA Hospital, and other adjacent businesses at the Spring Creek Road intersection.

**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; provided, however, the infrastructure improvements shall be able to support the construction of the items set forth in Paragraph 3 hereinbelow. 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 fifth year following the completion of improvement of the access road for the southern access to Phase I. 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, including without limitation access to materials and labor, weather events or natural disasters, pandemic-related restrictions or shutdowns, or market conditions including the unavailability of reasonable financing for Developer's obligations hereunder, then the time for performance under this Agreement by the Developer shall be extended as long as necessary to remedy the limiting condition, or such specific period of time as may be mutually agreed by the Parties.

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% ("Administrative Withholding") 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 Star Community Builders, LLC upon the satisfaction of the following construction milestone completion schedule in the amounts indicated herein below:

a. **First Payment.** Fifty percent (50%) of the Grant Funds to Star Community Builders, LLC, within ten (10) business days following receipt of the Grant Funds from the State provided, however, the following conditions are satisfied:

- i. Developer, together with Developer's Engineer, furnishes invoices or other substantiating documentation evidencing that the Developer's actual costs incurred for already completed Infrastructure Improvements in Phase I amounts to not less than fifty percent (50%) of the remaining Grant Funds;
- ii. Developer certifies that none of the costs identified in Section 6(a)(i) have been submitted for reimbursement under the Border Region Act;
- iii. Developer delivers to the IDB evidence that all mechanics' liens, if any, have been paid or discharged; and
- iv. Developer is in material compliance with all provisions and requirements of this Agreement and that all materials for which the payment is being disbursed to Developer have been delivered to and remain on the Project in Phase I.

b. **Second Payment.** Twenty-Five percent (25%) of the Grant Funds to Star Community Builders, LLC, provided the following conditions are satisfied:

- i. Developer, together with Developer's Engineer, furnishes invoices or other substantiating documentation evidencing that the Developer has actual costs that were incurred after the Effective Date of this Agreement equal to the monetary value of Twenty-Five percent (25%) of the Grant Funds for Infrastructure Improvements completed in Phase I;
- ii. Developer certifies that none of the costs identified in Section 6(b)(i) have been submitted for reimbursement under the Border Region Act.
- iii. Developer delivers to the IDB evidence that all mechanics' liens, if any, have been paid or discharged; and
- iv. Developer is in material compliance with all provisions and requirements of this Agreement and that all materials for which the payment is being disbursed to Developer have been delivered to and remain on the Project in Phase I.

c. Final Payment. Twenty-Five percent (25%) of the Grant Funds to Star Community Builders, LLC, provided the following conditions are satisfied:

- i. A receipt from the Developer's Engineer of a certificate stating that to the best of the Engineer's knowledge, information and belief, the Infrastructure Improvements are satisfactorily completed in their entirety in Phase I of the Project;
- ii. Developer, together with Developer's Engineer, furnishes invoices or other substantiating documentation evidencing that the Developer's actual costs incurred for unreimbursed completed Infrastructure Improvements in Phase I amount to the monetary equivalent of Twenty-Five percent (25%) of the Grant Funds;
- iii. Developer certifies that none of the costs identified in Section 6(c)(ii) have been submitted for reimbursement under the Border Region Act;
- iv. Developer delivers to the IDB evidence that all mechanics' liens, if any, have been paid or discharged; and
- v. Developer is in material compliance with all provisions and requirements of this Agreement and that all materials for which the payment is being disbursed to Developer have been delivered to and remain on the Project in Phase I.

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. Upon reasonable request of the City or the IDB, Developer shall without unreasonable delay furnish 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 and State Audit Rights.** It is recognized that this Agreement is entered into by and between the Parties hereto subject to all rights, conditions, requirements, and remedies in favor of the State of Tennessee. Accordingly, notwithstanding anything to the contrary, in the event the State determines that the above construction milestone completion schedule in Article IV, Section 6 is in violation with any requirements promulgated by the State, the Parties agree the State's requirements control and that the Agreement will be revised to comply with such requirements. Additionally, the parties agree to comply with all reporting requirements and policies promulgated by the State, including without limitation the Tennessee Department of Finance and Administration (including Policy3 – Uniform Reporting Requirements for Subrecipients of State Grant Monies), and to make all records requested by the State available for its auditors or such other person or entities designated by the State to ensure proper accounting for all costs and performances related to this Agreement.

12. **Liability for Any Recovery of State Grant.** To the extent the State of Tennessee issues any order(s) that would result in the City and/or IDB being responsible for payment of any amounts back to the State that arise out of any act or omission of Developer, or any of its officers, members and agents, relating to the Project for which the Grant is made, including any order that Grant Funds disbursed to Developer were not in accordance with the Grant requirements, Star Community and Star Community, jointly and severally, agrees to indemnify and hold the City and IDB harmless for any and all amounts set forth in any such final State order(s) with respect to

reimbursement/indemnification; provided, however, neither Sterling Holdings nor Star Community would be responsible for indemnifying the City or IDB with respect to any portion of the Administrative Withholding if the same is set forth in any such final State order(s). In the event of any such determination that Grant Funds were not in accordance with Grant Requirements or any other reason causing Developer to refund or repay Grant Funds received, where such Grant Funds had been used for improvements or property dedicated or intended to be dedicated to the City or other public use, Developer reserves the right to challenge title to such improvements and to assert any right of private ownership that would exist at law if not for the conditions of the Grant Funds. Developer's obligations under this Section 11 shall survive this Agreement. Star Community and Sterling Holdings' joint and several liability under this Agreement extends only to securing any potential obligation for repayment of any State funds, excepting out the Administrative Withholding. If and to the extent that the State of Tennessee, based upon its audit or review of any applicable records, accepts as valid any Grant Funds distributed to Developer and releases any potential claim for recovery thereof, or if the statute of limitations applicable to any potential recovery by the State passes, neither Star Community nor Sterling Holdings shall have liability with respect to that portion of Grant Funds to which the acceptance, release, or time-bar applies.

**13. Security.** As of the Effective Date of this Agreement, Sterling Holdings is the owner of the Property. In the event Sterling Holdings transfers title to the Property, the City and IDB reserve the right to require a surety bond in a form acceptable to the City and IDB, in a sum of not less than the amount of any Grant Funds disbursed to the Developer to guarantee the obligations of this Agreement.

## 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 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 "Indemnatee") with respect to, and hold each Indemnatee harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel for any Indemnatee in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnatee shall be designated a party thereto) which may be imposed on, incurred by, or asserted against such Indemnatee, in any way relating to or arising out of this Agreement (other than as a result of a breach hereof by the IDB), or the 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 Indemnatee on demand from time to time for all Indemnification Liabilities incurred by such Indemnatee. Each Indemnatee will promptly notify the Developer of the commencement of any proceeding involving it in respect of which indemnification may be sought pursuant to this Section. The obligations of the Developer under this Section 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 (3<sup>rd</sup>) Business Day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below.

If to the Developer to: Star Community Builders  
2720 Homestead Road, Suite 200  
Park City, Utah 84098

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: \_\_\_\_\_

**STERLING HOLDINGS, 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: \_\_\_\_\_

**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

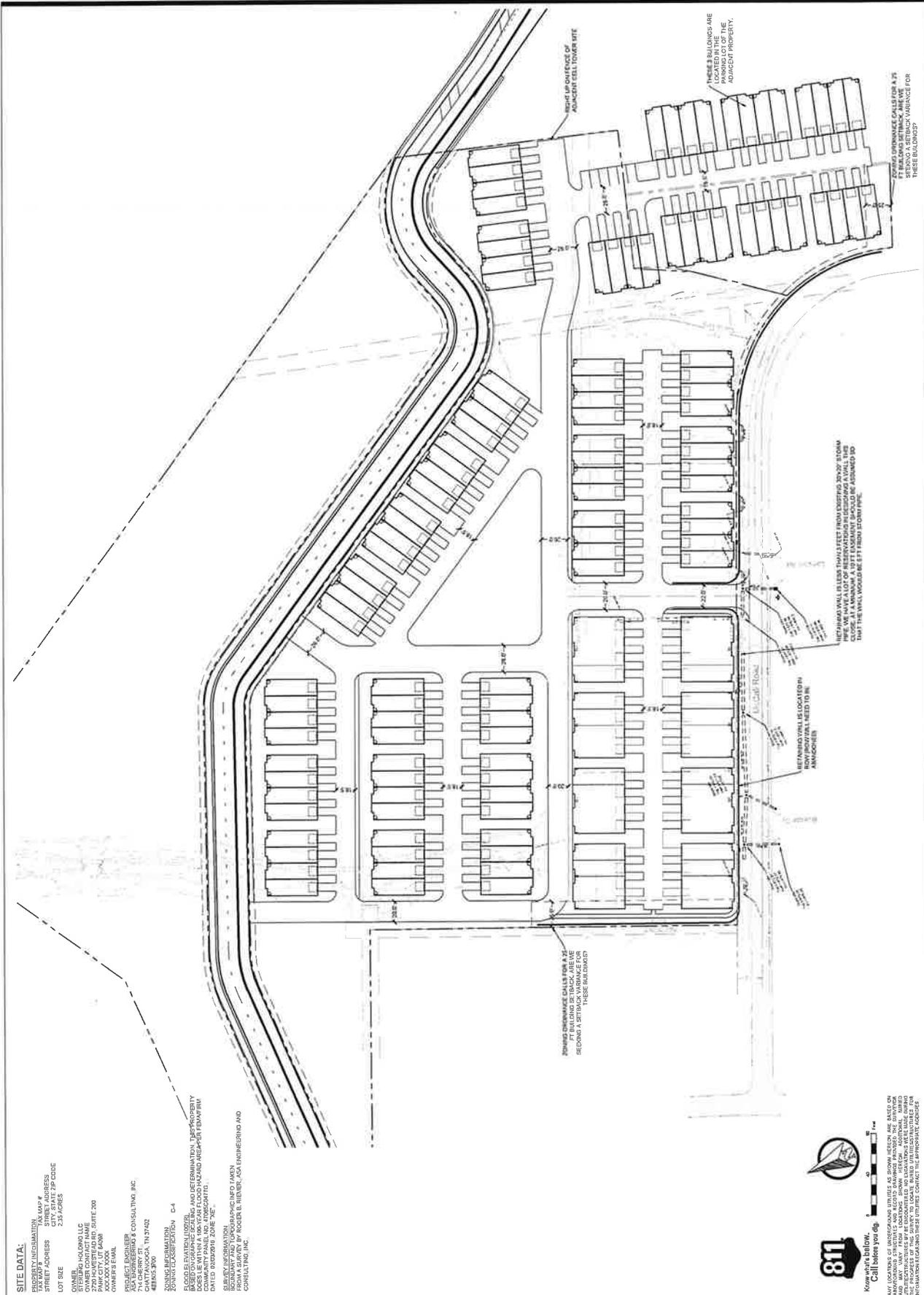
My Commission Expires: \_\_\_\_\_

# EXHIBIT A



# EXHIBIT B

NO.	REVISION/DESCRIPTION	DATE

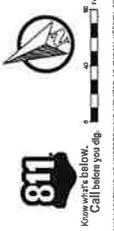


**SITE DATA:**

**GENERAL INFORMATION:** TAX MAP # 100-00-00-000-000-000  
 STREET ADDRESS 235 ACRES  
 CITY STATE ZIP CODE  
 LOT SIZE  
 OWNER STERLING HOLDINGS LLC  
 OWNER CONTACT NAME  
 200 W. MAIN ST. SUITE 200  
 RICHMOND, VA 23260  
 XXX-XXX-XXXX  
 OWNER'S PHONE  
 ASA ENGINEERING & CONSULTING, INC.  
 1000 W. MAIN ST. SUITE 200  
 RICHMOND, VA 23260  
 434.643.1100

**ZONING INFORMATION:** C-4  
 BASED ON THE ZONING MAP AND DETERMINATION, THIS PROPERTY DOES NOT LIE WITHIN A ONE-YEAR FLOOD HAZARD AREA PER FEMA FIRM 1300001E. THE FLOOD HAZARD ZONE IS "A".  
 DATED 02/08/2017 BY: ASA

**SUBJECT INFORMATION:** CONSULTING AND DESIGN SERVICES PROVIDED BY ROGER B. TIERNEY, ASA ENGINEERING AND CONSULTING, INC.



**811**  
 Know what's below.  
 Call before you dig.

ANY LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN (IF ANY) ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. LOCATIONS OF UNDERGROUND UTILITIES SHOWN ARE NOT GUARANTEED. THE CLIENT IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CLIENT IS RESPONSIBLE FOR CONTACTING THE APPROPRIATE AGENCIES FOR INFORMATION REGARDING THESE UTILITIES.

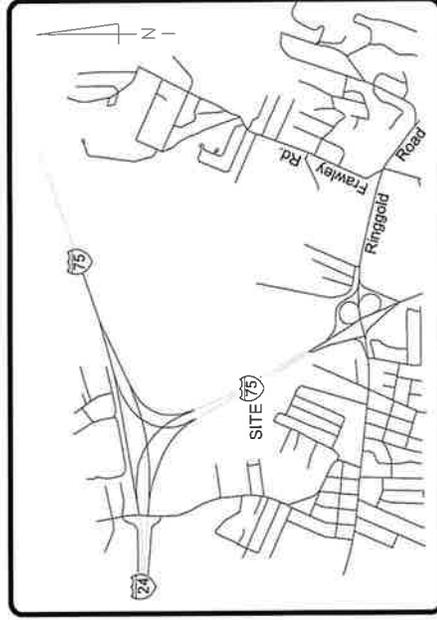
# SITE CONSTRUCTION PLANS FOR I-75 100 ACRE DEVELOPMENT INTERNAL ROADWAY & TOWNHOME SITE GRADING

INDEX OF SHEETS

SHEET	DESCRIPTION
CVR	COVER SHEET

CIVIL PLANS

C0.1	GENERAL NOTES
C1.0	ROADWAY PLAN - PRESENT & PROPOSED LAYOUT
C2.0	ROADWAY PLAN - GRADING & DRAINAGE
C3.0	ROADWAY PLAN - PROFILE & TYPICAL SECTION
C4.0	TOWNHOME - GRADING & DRAINAGE



**LOCATION MAP**  
N.T.S.

**PROJECT AREA:**

ORIGINAL DISTURBED AREA = 26.0 AC ± PHASE I  
 ADDITIONAL DISTURBED AREA = 19.5 AC ± PHASE II  
 PRE-DEVELOPMENT IMPERVIOUS = 0.35 AC  
 POST-DEVELOPMENT IMPERVIOUS = 8.47 AC

- NRS 20-179
- TNR113369
- HCL-319

**EAST RIDGE, TENNESSEE**

I-75 100 ACRE DEVELOPMENT  
 FOR  
 STAR COMMUNITY BUILDERS, LLC.  
 EAST HOPE TOWNHOME

NO.	DATE	BY	DESCRIPTION

PROJECT NO. 130071  
 DATE 04/22/22  
 DRAWN BY ASB  
 CHECKED BY ASB  
 TITLE  
 COVER

SHEET NO.  
**C0.0**

DATE	01/22/2022
PROJECT NO.	180701
DATE	03/20/2022
DESIGNED BY	ASA
DRAWN BY	ASA
CHECKED BY	ASA
TITLE	

**TESTING**

1. A QUALIFIED INSPECTOR OR GEOTECH SHALL DETERMINE THE SATURATED UNIT WEIGHT AND DENSITY ON SITE MATERIAL PRIOR TO BEGINNING ANY FILLING OPERATION. SEE SITE PREPARATION NOTES FOR ADDITIONAL REQUIREMENTS.
2. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARD TEST METHODS FOR SOILS AND CONCRETE TESTS. ALL APPROPRIATE SCHEDULING FOR THE TESTING SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

**SITE UTILITY NOTES**

1. ALL MATERIALS AND WORKMANSHIP FOR UTILITY LINES AND APPURTENANCES SHALL BE IN STRICT COMPLIANCE WITH THE GOVERNING UTILITY COMPANY AND LOCAL CODES. PRIOR TO CONSTRUCTION CONTRACTOR SHALL NOTIFY UTILITY COMPANY. (SEE UTILITY CONTRACT FOR ADDITIONAL REQUIREMENTS.)
2. CONTRACTOR SHALL COORDINATE SITE ELECTRICAL, GAS, TELEPHONE, AND CABLE WITH THE RESPECTIVE UTILITY COMPANY FOR SERVICE PRIOR TO COMMENCEMENT OF CONSTRUCTION. THESE UTILITIES DEPICTED ON THESE DRAWINGS IS GRAPHICAL ONLY AND NOT INTENDED TO REPRESENT EXISTENCE OF THESE UTILITIES.
3. PRIOR TO COMMENCEMENT OF CONSTRUCTION, CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY ANY REQUIRED TYP AND CONNECTION FEES.
4. ALL TRENCHING, PIPE LAYING AND BACKFILLING SHALL BE IN ACCORDANCE WITH FEDERAL OSHA REGULATIONS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SCHEDULING OF CONSTRUCTION FOR ALL UTILITY LINES TO AVOID CONFLICTS.

**WETLAND AND TREE PROTECTION NOTES**

1. ANY REQUIRED EXCAVATION OR AROUND THE PROTECTION ZONE TO ACCOMMODATE UNDERGROUND SERVICES, FOOTINGS, ETC. SHALL BE INDICATED ON THE PLAN AND SHALL BE COCAVATED BY HAND. IN ADDITION, RELATED ROOT PRUNING SHALL BE PERFORMED IN ACCORDANCE WITH THE GOVERNING LOCAL CODES. THE STORAGE OF FILLING MATERIALS OR STOCKPILING SHALL NOT BE PERMITTED WITHIN THE LIMITS OF OR ACROSS THE PROTECTION ZONE.
2. CONTRACTOR SHALL COORDINATE WITH THE PROJECT ENGINEER FOR ANY FIELD
3. CONTRACTOR SHALL COORDINATE WITH THE PROJECT ENGINEER FOR ANY FIELD
4. CONTRACTOR SHALL COORDINATE WITH THE PROJECT ENGINEER FOR ANY FIELD

**SITE PREPARATION**

1. ALL EXISTING OBSTRUCTIONS SHALL BE REMOVED AND THE AREA TO BE RECEIVED SHALL BE PROOF-ROLLED AND STRIPPED AND REMOVED FROM AREA TO RECEIVE FILL AND FINISHED GRADE WORK.
2. THE SURFACE OF DRIVEWAYS, PARKING AND BUILDINGS SHALL BE PROOF-ROLLED AND STRIPPED AND REMOVED FROM AREA TO RECEIVE FILL AND FINISHED GRADE WORK.
3. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.
4. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.
5. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.

**SITE GRADING NOTES**

1. FINISHED GRADE SHALL BE INSTALLED PER FINISHED GRADE WORK.
2. NO HEAVY EQUIPMENT SHALL CROSS OR BE STORED OUTSIDE THE LIMITS OF EXISTING PROTECTION ZONES, OR UNDER THE DRIP LINE OF EXISTING STRUCTURES.
3. LOCAL STORM DRAINAGE SHALL BE MAINTAINED AND PROTECTED.
4. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.
5. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.

**EROSION PREVENTION AND SEDIMENT CONTROLS**

1. INSPECTION AND MAINTENANCE OF BARRIERS DESCRIBED AND SHOWN ON THESE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGHOUT THE CONSTRUCTION PERIOD.
2. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.
3. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.
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5. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.

**SITE CONSTRUCTION NOTES**

1. THE NECESSARY PERMITS FOR THE WORK SHOWN ON THESE DRAWINGS SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.
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5. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.

**NON-STORM WATER DISCHARGES**

1. ANY RELEASE FROM BUILDINGS, GARAGES AND VEHICLES MUST BE CONTAINED AND REMOVED IMMEDIATELY.
2. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.
3. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.
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5. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.

**SEWER AND DRAINAGE**

1. EXISTING DRAINAGE STRUCTURES ARE TO BE INSPECTED, REPAIRED AS NEEDED AND CLEANED/DIRT TO REMOVE ALL SLOTT AND REPAIR.
2. ALL DRAINAGE STRUCTURES ARE TO BE CLEANED AND REGRADIED TO PROVIDE PROPER DRAINAGE.
3. ALL PIPE LENGTHS AND DISTANCES BETWEEN STRUCTURES ARE MEASURED FROM CENTERLINE TO CENTERLINE.
4. THE CONTRACTOR SHALL PROVIDE ALL THE MATERIALS, APPURTENANCES AND LABOR NECESSARY FOR THE COMPLETE INSTALLATION OF THE STORM DRAINAGE SYSTEM.
5. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.

**DEMOLITION NOTES**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR DEMOLITION WORK.
2. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.
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**GENERAL NOTES**

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**CONTRACTOR'S OBLIGATIONS**

1. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.
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**PERMITS**

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WORK.
2. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE DURING CONSTRUCTION.
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**ADDITIONAL NOTES**

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**ADDITIONAL NOTES**

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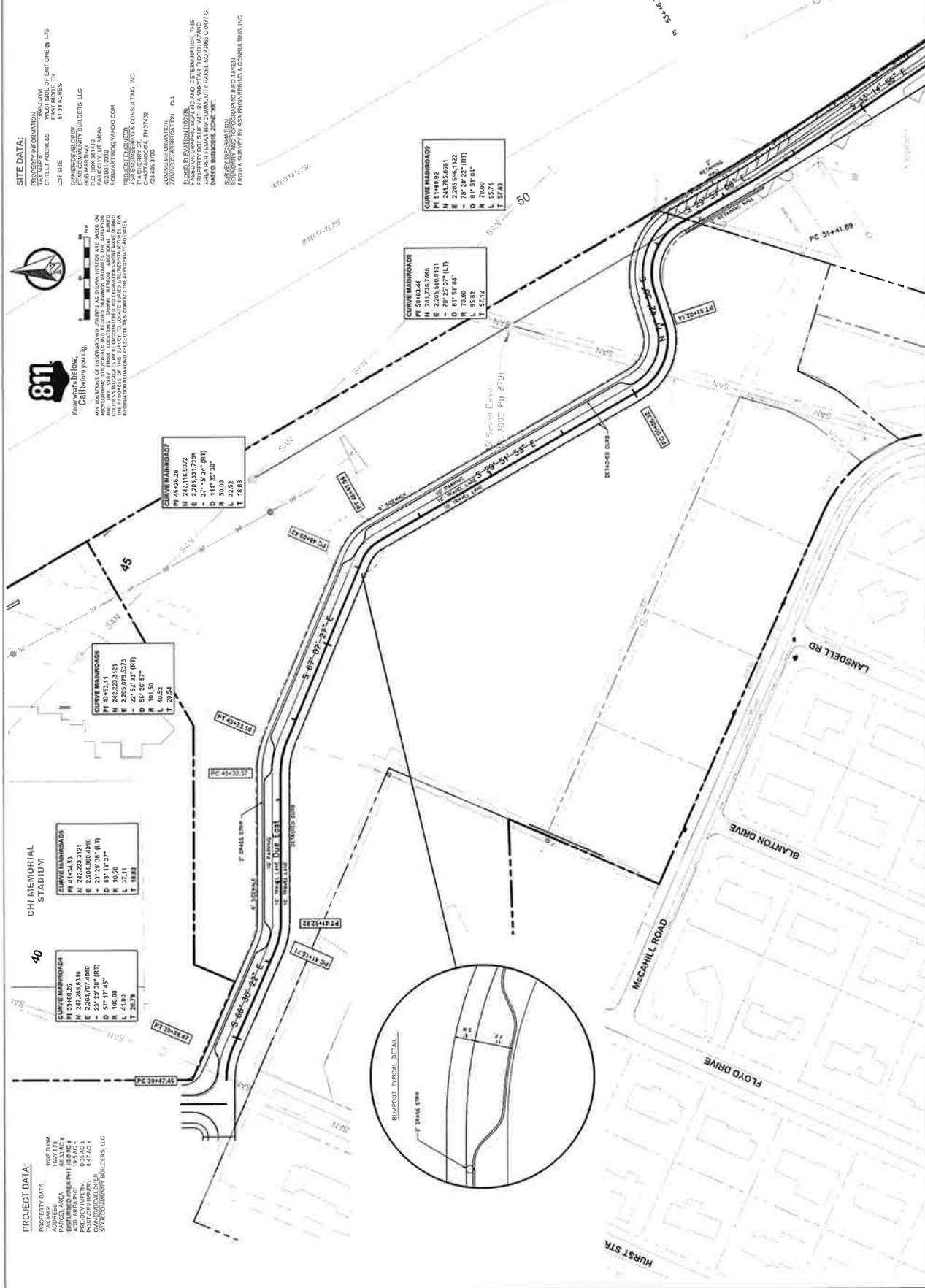
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PROJECT NO.	175-001
DATE	07/20/22
SCALE	AS SHOWN
DESIGNED BY	ASA
DRAWN BY	ASA
CHECKED BY	ASA
ROADWAY PLAN - PRESENT & PROPOSED LAYOUT	
SHEET NO.	



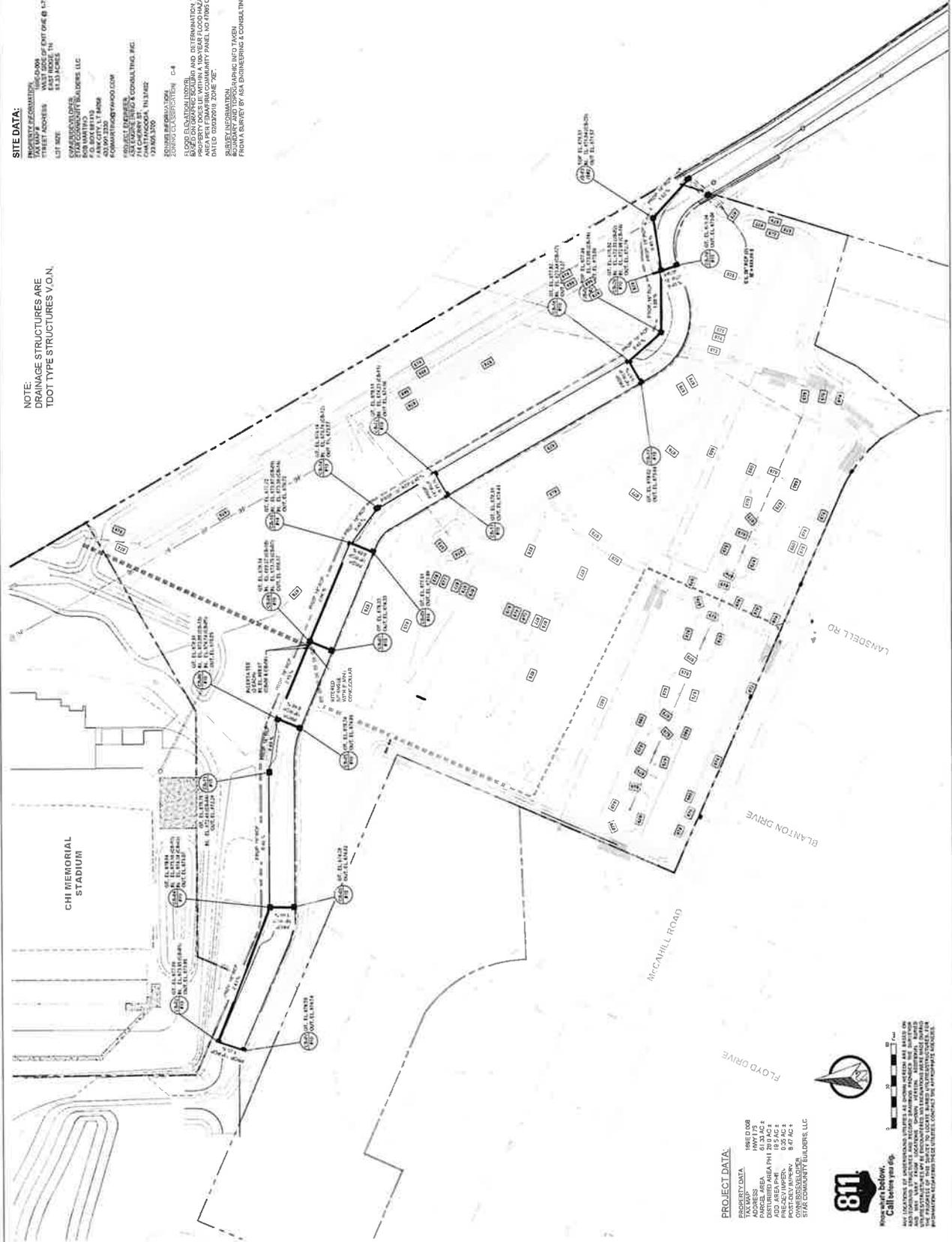
DATE	NOV 17, 2011
PROJECT NO.	11-001
SCALE	AS SHOWN
DRAWN BY	ASA
CHECKED BY	ASA
TITLE	ROADWAY PLAN - DRAINAGE PLAN
SHEET NO.	C2.0

**SITE DATA:**  
 TAX MAP INFORMATION: 100-000  
 TAX MAP SHEET: 100-000  
 STREET ADDRESS: 100-000  
 LOT SIZE: 11.33 ACRES

**OWNER INFORMATION:**  
 STAR COMMUNITY BUILDERS, LLC  
 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1100  
 FAX: 303.733.1101  
 WWW.ASADENVER.COM

**ENGINEER INFORMATION:**  
 ZONING CLASSIFICATION: C-4  
 BASIS OF DESIGN: 100 YEAR FLOOD HAZARD  
 DATED: 10/20/11  
 SUBJECT INFORMATION:  
 FROM: ASSESSOR'S MAPS  
 FROM: ASSESSOR'S MAPS

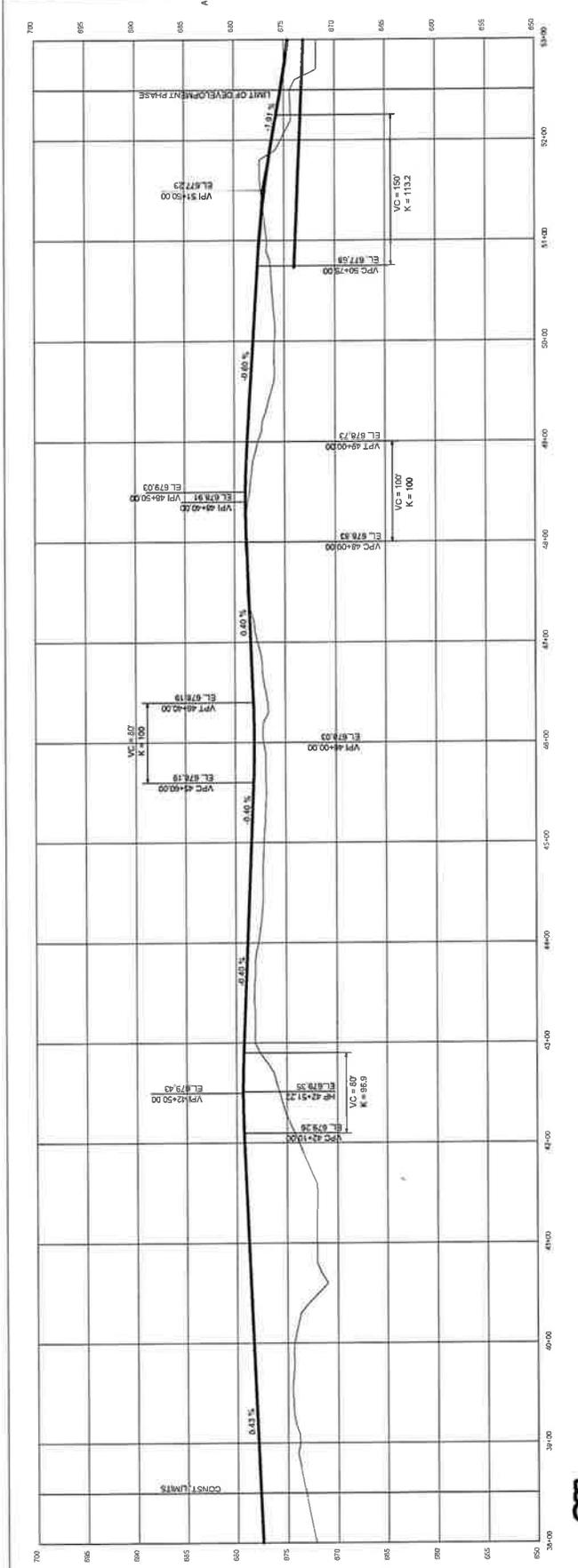
NOTE:  
 DRAINAGE STRUCTURES ARE  
 TYPICAL STRUCTURES V.O.N.



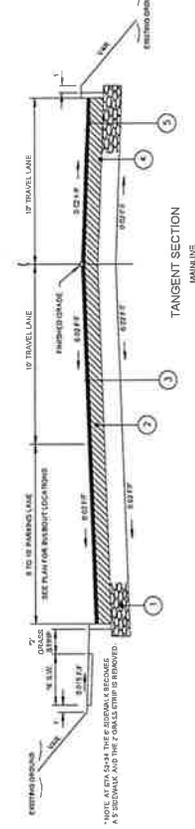
**PROJECT DATA:**  
 PROPERTY DATA: 100-000  
 ADDRESS: 100-000  
 PARCEL AREA: 11.33 AC ±  
 ADD AREA: 11.33 AC ±  
 POST-OCCUPANCY: 9.07 AC ±  
 STAR COMMUNITY BUILDERS, LLC



Know what's below.  
 Call before you dig.  
 THE LOCATION OF ANY UTILITIES SHOWN ON THIS PLAN IS BASED ON THE INFORMATION PROVIDED BY THE UTILITY OWNERS. STAR COMMUNITY BUILDERS, LLC AND ASA LANDSCAPE ARCHITECTS, INC. ARE NOT RESPONSIBLE FOR THE LOCATION OF UTILITIES SHOWN ON THIS PLAN. CALL 811 BEFORE YOU DIG.



PROPOSED PAVEMENT SCHEDULE	
① MINERAL AGGREGATE BASE @ 8" THICK 300-20 MINERAL AGGREGATE, VIT. A, GRADE B	④ PRIME COAT 400-50 BIT. MASTIC, 100 PART COY. PCH (94.5-2.5-3.5) (40-100) (10)
② BITUMINOUS BINDER @ 3.5" THICK (395 LB./5.5 Y.) 300-20 OR EQUIV. CONCRETE OR (90A-22) (90A-10) (GRADE B-10) (NOTE: THE COAT, VIT.)	⑤ TACK COAT 400-50 BITUMINOUS MASTIC, 100-100 COY. (10)
③ BITUMINOUS SURFACE @ 1.5" THICK (161 LB./5.5 Y.) 400-50 BIT. MASTIC, 100-100 COY. (10)	



TANGENT SECTION  
 STA. 39+47 TO END OF PROJ. (STA. 52+47)

811  
 Know what's below.  
 Call before you dig.

ALL LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN ARE BASED ON  
 RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE  
 LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE  
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**PROJECT DATA:**

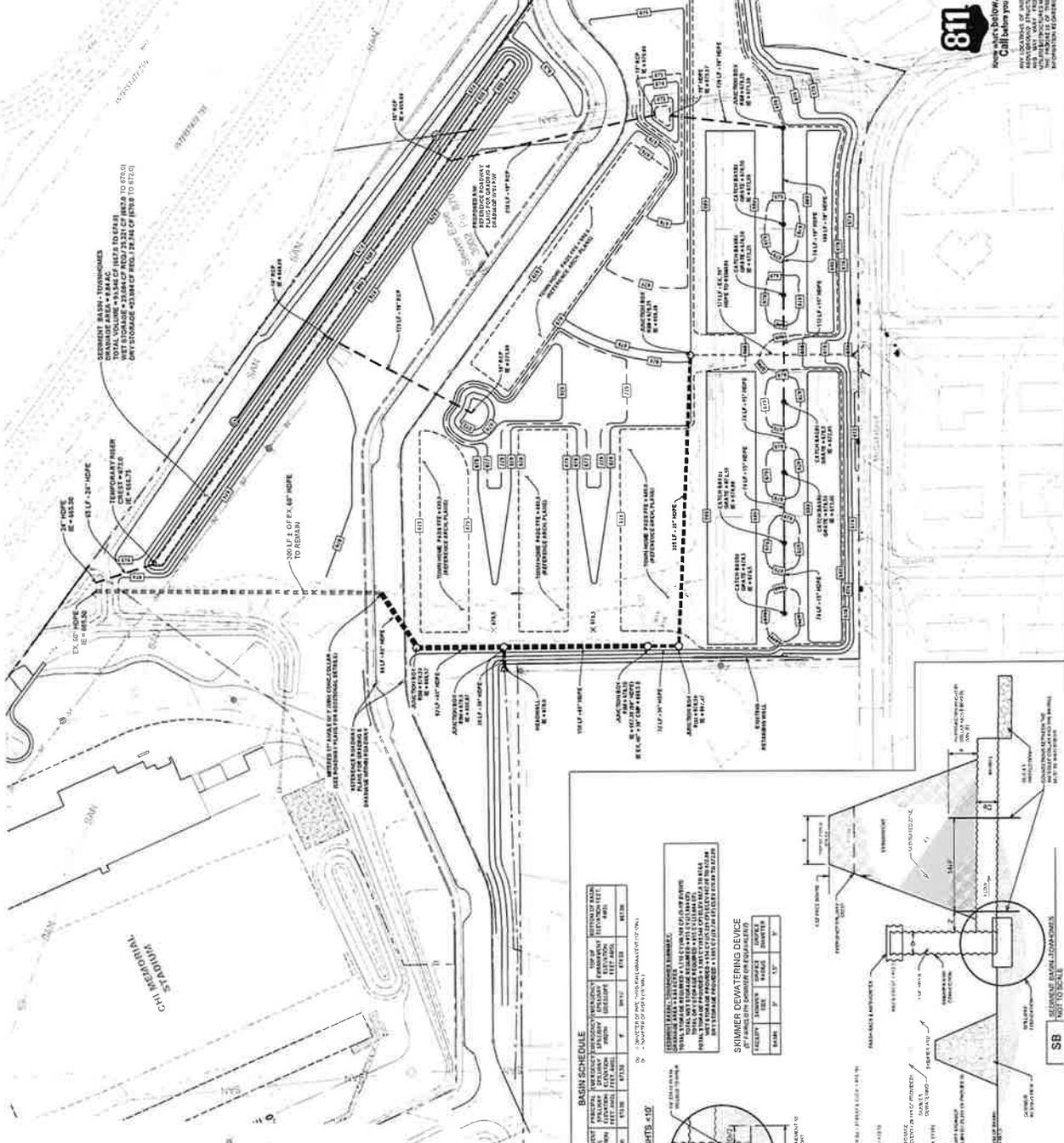
PROPERTY INFORMATION  
 TRACT/LOT: 100C D 008  
 TAX MAP: HWY 175  
 STREET ADDRESS: EAST MOORE, TN  
 LOT SIZE: 61.33 ACRES  
 OWNER: STAR COMMUNITY BUILDERS, LLC  
 ADDRESS: 808 MARTINDALE  
 PARK CITY, UT 84068  
 PROJECT NUMBER: 817 AC 2  
 SUBJECT ENGINEER: ASA ENGINEERS & CONSULTING, INC.  
 CHATTANOOGA, TN 37422  
 423.895.3700

**SITE DATA:**

ZONING JURISDICTION: C-4  
 LOCAL ORDINANCE: 100-100  
 BASED ON THE RECORD DRAWING AND DETERMINATION, THIS  
 AREA IS CLASSIFIED AS A RESIDENTIAL COMMUNITY PANEL NO. 4025C 0477 D.  
 DATED 03/20/08 IN ZONE "C-4".  
 SURVEY INFORMATION:  
 PROVIDED BY: STAR COMMUNITY BUILDERS, LLC  
 PROVIDED BY: ASA ENGINEERS & CONSULTING, INC.

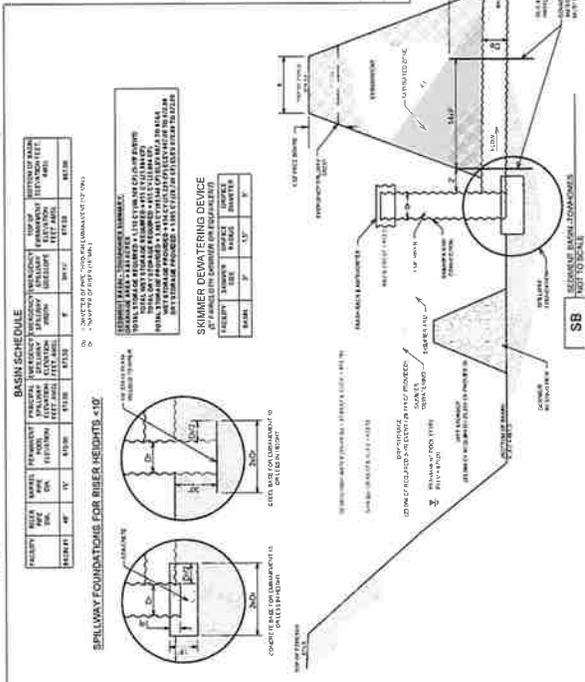
PROJECT NO.	16-001
DATE	03/25/2016
DESIGNED BY	ASA
DRAWN BY	ASA
CHECKED BY	ASA
TITLE	GRADING PLAN - FOUNDACTIONS - DEVELOPMENT
SHEET NO.	

TNR113678  
 TNR113369  
 HCL-319



**SITE DATA:**  
 PROPERTY INFORMATION: 166.00 ACRES  
 WEST SIDE OF EXH ONE B 125  
 STREET ADDRESS: 171 N  
 LOT SIZE: 67.31 ACRES  
 OWNER/DEVELOPER: STAR COMMUNITY BUILDERS, LLC  
 P.O. BOX 68 1416  
 DENVER, CO 80202  
 PHONE: 303.751.1000  
 FAX: 303.751.1001  
 PROJECT ENGINEER: MICHAEL J. HANCOCK  
 214 CHERRY ST., SUITE 100  
 DENVER, CO 80202  
 PHONE: 303.751.1000  
 FAX: 303.751.1001  
 ZONING INFORMATION: C-4  
 FLOOD ELEVATION (100-YEAR FLOOD HAZARD): 5133.00  
 PROPERTY LOCUS WITHIN A 100-YEAR FLOOD HAZARD: NO  
 DATED: 03/25/2016  
 SURVEY INFORMATION: SURVEY INFORMATION TAKEN FROM A SURVEY BY ASA ENGINEERING & CONSULTING, INC. ON 03/25/2016

**PROJECT DATA:**  
 PROJECT NO.: 16-001  
 DATE: 03/25/2016  
 PARCEL AREA: 67.31 AC  
 DISTURBED AREA: 250 AC  
 PROJECT AREA: 250 AC  
 PROJECT PERCENT: 0.25 AC  
 DATE: 03/25/2016  
 STAR COMMUNITY BUILDERS, LLC



**BASIN SCHEDULE**

NO.	TYPE	VOLUME (GALLONS)	DEPTH (FEET)	DIAMETER (FEET)	LOCATION
1	SKIMMER	1000	4	10	SEE PLAN
2	SKIMMER	1000	4	10	SEE PLAN
3	SKIMMER	1000	4	10	SEE PLAN
4	SKIMMER	1000	4	10	SEE PLAN
5	SKIMMER	1000	4	10	SEE PLAN
6	SKIMMER	1000	4	10	SEE PLAN
7	SKIMMER	1000	4	10	SEE PLAN
8	SKIMMER	1000	4	10	SEE PLAN
9	SKIMMER	1000	4	10	SEE PLAN
10	SKIMMER	1000	4	10	SEE PLAN
11	SKIMMER	1000	4	10	SEE PLAN
12	SKIMMER	1000	4	10	SEE PLAN
13	SKIMMER	1000	4	10	SEE PLAN
14	SKIMMER	1000	4	10	SEE PLAN
15	SKIMMER	1000	4	10	SEE PLAN
16	SKIMMER	1000	4	10	SEE PLAN
17	SKIMMER	1000	4	10	SEE PLAN
18	SKIMMER	1000	4	10	SEE PLAN
19	SKIMMER	1000	4	10	SEE PLAN
20	SKIMMER	1000	4	10	SEE PLAN
21	SKIMMER	1000	4	10	SEE PLAN
22	SKIMMER	1000	4	10	SEE PLAN
23	SKIMMER	1000	4	10	SEE PLAN
24	SKIMMER	1000	4	10	SEE PLAN
25	SKIMMER	1000	4	10	SEE PLAN
26	SKIMMER	1000	4	10	SEE PLAN
27	SKIMMER	1000	4	10	SEE PLAN
28	SKIMMER	1000	4	10	SEE PLAN
29	SKIMMER	1000	4	10	SEE PLAN
30	SKIMMER	1000	4	10	SEE PLAN
31	SKIMMER	1000	4	10	SEE PLAN
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96	SKIMMER	1000	4	10	SEE PLAN
97	SKIMMER	1000	4	10	SEE PLAN
98	SKIMMER	1000	4	10	SEE PLAN
99	SKIMMER	1000	4	10	SEE PLAN
100	SKIMMER	1000	4	10	SEE PLAN

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**SEWER BASIN - TOWNSHIPS**  
 TOTAL VOLUME = 33,544 G (125 TO 124)  
 WET STORAGE = 33,544 G (125 TO 124)  
 UNIT STORAGE = 33,544 G (125 TO 124)

**TEMPORARY PUMP**  
 EX - 185.25  
 EX - 185.25  
 EX - 185.25

**300' E. OF EX. 185.25**  
 TO RESIAN

**18" DIA. 10' DEEP**  
 18" DIA. 10' DEEP  
 18" DIA. 10' DEEP

**18" DIA. 10' DEEP**  
 18" DIA. 10' DEEP  
 18" DIA. 10' DEEP

**18" DIA. 10' DEEP**  
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**18" DIA. 10' DEEP**  
 18" DIA. 10' DEEP  
 18" DIA. 10' DEEP

## Discussion of N. Mack Smith Road enhancements



# City of East Ridge

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

Finance Department  
*Diane Qualls, Director*

## MEMO

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

**FROM: Diane Qualls, CMFO**

**DATE: 03/07/2022**

**RE: Resolution**

---

As you know each year \$2,000.00 is budgeted to support each of our four local schools with \$500.00 to be used for some need. Mr. Moreno, the principal at East Ridge High School, has reached out to us with his request. Principal Moreno would like to use the funds to encourage his staff and teachers for all that they do for their students during Teacher Appreciation Week. As you know the last two years have been extremely hard on all education staff as they continued to work with our children during the pandemic.

**Brian Williams  
Dorsey**  
*Mayor*

**Mike Chauncey**  
*Vice-Mayor*

**Jacky Cagle**  
*Councilmember*

**Esther Helton**  
*Councilmember*

**Andrea Witt**  
*Councilmember*

**Chris**  
*City Manager*



# EAST RIDGE HIGH SCHOOL

4320 Bennett Road East Ridge, TN 37412

office: 423.867.6200 fax: 423.867.6220 website: erhs.hcde.org

**JUAN MORENO**  
PRINCIPAL

**JOSEPH GALLETTA** ASSISTANT PRINCIPAL  
**BELINDA MARTIN** ASSISTANT PRINCIPAL  
**GLENN PERRY** ASSISTANT PRINCIPAL

March 7, 2022

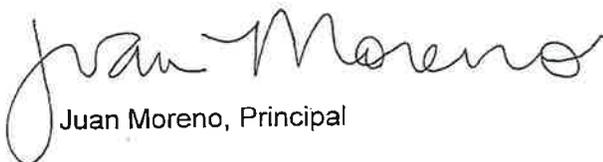
To Whom It May Concern:

As my first year as principal of East Ridge High School, one of my goals has been to uplift and build a climate and culture of support and engagement at the high school level. I have proudly served East Ridge schools for the last thirteen years. It has indeed been an excellent opportunity to empower the fantastic educators by sharing the history and pioneering spirit I have experienced in this community my entire career. I am lucky enough to now support teachers at a level where they are preparing students for their future pathways and creating opportunities for a group of students hungry for a chance to be successful and eager to leave their mark.

The hard work our staff, and teachers do every day is only possible by the amazing individuals who go above and beyond every day to ensure that students are engaged, safe, and supported. While I would love to shower my staff with all the tangible rewards and accolades they deserve, I am limited on the amount and kind of accounts I can use for staff incentives like buying them lunch or snacks as a thank you. I want to use the \$500 to put it towards our faculty and staff incentives or sponsor a meal during the upcoming Teacher Appreciation celebration. I believe that your kind donation would be a welcomed surprise that would put a smile on the face of some of the most hardworking and passionate individuals I have had the honor of working alongside.

I hope you see this as a valuable and worthy cause to pour into our staff and faculty. We thank you for the service and mindful decision-making you go through in your roles. Your leadership and courage continue to allow the East Ridge community to thrive and keep the Pioneer spirit going so that we can continue to do our job. Please feel free to contact me if you have any additional questions and THANK YOU for this opportunity!

Go, Pioneers!

  
Juan Moreno, Principal