

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

**June 23, 2022
6:00 pm**

1. Call to Order
2. Invocation
3. A. Roll Call
B. Special Presentation by Tennessee American Water – Grant Award
4. Consent Agenda:
 - A. Approval of Minutes June 2, 2022 Budget Workshop
 - B. Approval of Minutes June 9, 2022 Council Meeting
 - C. Approval of April 2022 Financial Report
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business:
 - A. **ORDINANCE NO. 1168** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, ABANDONING PORTIONS OF THREE CLOSED RIGHTS-OF-WAY AS FOLLOWS: MCDONALD ROAD, LOCATED ON LOTS 6517 AND 6521 RINGGOLD ROAD; SLATER ROAD, LOCATED ON LOTS 6519, 6521, AND 6517 RINGGOLD ROAD; AND AN UNNAMED ROAD LOCATED ON LOTS 6519 AND 6517 RINGGOLD ROAD AS DETAILED ON THE ATTACHED MAP, SUBJECT TO CERTAIN CONDITIONS (2nd and final reading)
 - B. **PUBLIC HEARING FOR ORDINANCE NO. 1169 - FY 2023 BUDGET**
 - C. **ORDINANCE NO. 1169** – AN ORDINANCE OF THE CITY OF EAST RIDGE, TENNESSEE, MAKING AND FIXING THE ANNUAL APPROPRIATIONS OF THE SEVERAL DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR, BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023 (2nd and final reading)
 - D. **ORDINANCE NO. 1170** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO PROVIDE FOR THE GENERAL REVENUE THEREOF FOR THE FISCAL YEAR 2022 – 2023 TO BE KNOWN AS THE GENERAL REVENUE ORDINANCE FOR SAID YEAR (2nd and final reading)

- E. **ORDINANCE NO. 1171** – 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 VARIOUS FUNDS (2nd and final reading)

9. New Business:

- A. **RESOLUTION NO. 3280** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AGREEMENTS WITH EAST RIDGE FAST LUBE AND EAST RIDGE AUTO ELECTRIC FOR FLEET MAINTENANCE AND REPAIR SERVICES FOR THE CITY’S FLEET OF VEHICLES
- B. **PUBLIC HEARING FOR RESOLUTION NO. 3281** – CONDITIONAL USE PERMIT (USE ON REVIEW) FOR SIGN VARIANCE LOCATED AT THE CORNER OF RINGGOLD ROAD AND MACK SMITH ROAD
- C. **RESOLUTION NO. 3281** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE A CONDITIONAL USE PERMIT FOR A VARIANCE TO THE CITY’S SIGN ORDINANCE NO. 1028 FOR AN EXISTING OFF-PREMISE MULTI-TENANT SIGN LOCATED AT THE CORNER OF RINGGOLD ROAD AND MACK SMITH ROAD
- D. **RESOLUTION NO. 3282** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE APPROVING A TEMPORARY SPECIAL EVENT BEER PERMIT FOR RANDY CARPENTER, ON BEHALF OF THE UNITED STATES ADULT SOCCER ASSOCIATION
- E. **RESOLUTION NO. 3283** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH KAH HOSPITALITY LLC, RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO
- F. Discussion of Tentative Agenda Items for the **July 14, 2022** Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA ITEMS
FOR JULY 14, 2022**

8. **Old Business:** None

9. **New Business:**

A. **RESOLUTION NO. ____** - RFQ for Engineering Services for John Ross Road Resurfacing

B. **RESOLUTION NO. ____** - Purchase of eight (8) police vehicles on state contract

BUDGET WORKSHOP OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE

June 2, 2022
12:30 pm

The East Ridge City Council met pursuant to notice on June 2, 2022, 12:30 pm at East Ridge City Hall for the purpose of holding a budget workshop.

City Manager Dorsey stated the purpose of the workshop is to go through and discuss the FY 2023 operating budget.

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

City Manager Dorsey stated that the total amount of the General Fund budget is \$23.4 million up from \$17.4 million from last year. This is mainly due to pass through funds from the State of Tennessee for the American Rescue Plan Act and Border Region funding.

He also stated there is a 4% Cost of Living increase for all departments. There is also a 33% increase in fuel city-wide.

Revenues

Page 7

- Net increase of 33%.
- State share sales tax unknown.
- Property tax came in as projected.
- New home building and new border region business opening within next year.

Page 8

- Local taxes
 - Increased from \$13.4 million to \$15.4 million partially due to the slight increase in property taxes.
 - He stated the budget is balanced.
 - There will be no property tax increase.
- License and permits
 - Cable fees decreased slightly
 - \$30,000 increase in building permits
- Intergovernmental revenues
 - State sales tax went up from \$2.1 million to \$2.4 million. This is based on population.
 - TVA gross receipts has decreased slightly.
 - Councilmember Witt stated the Census may not be correct due to the pandemic. Mr. Dorsey stated we have the option of doing a special census.
- Miscellaneous Revenues
 - Increased \$100,000
 - Annual increase on Ridgeside for our Fire and Police services contract.
 - McBrien has been closed,

- Recreation is doing well.
- Court fines and costs. The court clerk will address this.

Expenditures

- Administration
 - The goal is to have a CAFR Audit this year. It is a more extensive audit. We have a AA3 Moody rating.
 - Tax collection rate is 95% and sanitation collections are the same.
 - \$40,000 for a new vehicle.
 - We will be staying with CIGNA for employee insurance. There is no increase on medical and only slight increases for dental and vision.
- Mayor and Council
 - Increase from \$120,000 to \$124,000
 - \$6,300 for elections.
- Judicial
 - Increased from \$348,000 to \$426,000.
 - Decrease in cost of insurance
 - Installation of the Tyler system for court reporting in order to be compatible with the Police Department.
 - Salary does not include raise for the judge because it has not been approved by council. Vice Mayor Chauncey would like a list of other judges' salaries and a list of court clerk salaries. Court Clerk Cassidy stated her salary cannot compare to other cities because of the high case load. It is more comparable to Hamilton County. Councilmember Cagle stated that there was a ruling that no pay raise for elected officials can go into effect in the current term. Mr. Dorsey stated that is correct; raise could only take affect after the next election.
- City Attorney – Basically flat
- General Government
 - Slight increase from \$1,074 million to \$1.1 million due to health insurance for retirees and Workers Comp.
- City Hall Complex
 - Basically flat
 - Electricity, water, and natural gas not included
- Library
 - Slight increase in health insurance
 - Slight increase in the cost of books.
- History Museum
 - Cost of cell phone for alarm
- Building and Codes –
 - Chief Building Official Howell discussed the Open Gov software they are using in Building and Codes. He stated people can go online and fill out applications for permits, file complaints, and see permits that are pulled.
 - Personnel is down because the Fire Marshal salary was transferred to the Fire Department.
 - Mr. Howell stated many houses have been demolished this past year, so the line item was increased to \$100,000. He stated we recoup the cost because it is added to the property tax bills.
 - Overall, their budget is down from \$678,000 to \$669,000 .

- Animal Services
 - Increased budget from \$299,000 to \$352,000
 - Spay/neuter increase
 - \$40,000 for a new van. Chief Building Official Howell stated this would give the department three vehicles. Supervisor Gilbert stated with a van, it would be easier to walk a bigger or more aggressive dog up a ramp with a catch pole.
 - Mayor Williams asked if funds were included for the design of a new Animal Services facility. Mr. Dorsey stated those are in the Capital Funds budget.
- Economic and Community Development
 - CARTA
 - Transfers to the IDB
 - Legal fees for Border Region issues – City Attorney Litchford and IDB Attorney Mamantov.
- Police - Increased from \$5.2 to \$5.8 million
 - Administration
 - Contracts with other governments – Increased from \$330,000 to \$400,000 for 911 contract. Councilmember Cagle asked how many salaries the City pays for 911 operators. Mr. Dorsey stated we do not pay their salaries; we pay a fee each year based on our population. The employees work for the County.
 - Increase for IT software – \$100,000 to \$125,000
 - Increase for TASERS – includes cartridges, batteries, etc. - \$55,000. Chief Allen stated that TASER no longer supports our current TASERS. We can get the new ones on a 5-year lease purchase for \$55,000 for the next five years.
 - Transfer to other funds – camera equipment - \$30,000
 - Transportation equipment – \$334,000 for eight new vehicles. The City is behind on purchasing vehicles.
 - Mayor Williams asked Chief Allen what the status is on accreditation. The Chief stated it is an ongoing process, but wants the first award in this calendar year.
 - CID – Moved some employees around, otherwise basically flat
 - Patrol – Moved some employees to Traffic Division.
 - Traffic – Personnel salaries went up because of moving employees from other divisions. There were some errors on this page, so Mr. Dorsey will get them the correct information.
- Fire
 - Budget went from \$2,596,916 to \$2,822,096.
 - Transfer to other funds – \$106,150 first payment for a new fire engine.
 - Transportation – \$40,000 for a command truck for the battalion chiefs.
 - Used vehicle – \$20,000 for a rehab truck to use for support services. Chief Williams stated the current truck has over 300,000 miles and is currently not in service.
- Parks - Increased about \$40,000 overall
 - General Recreation
 - Small increase for fuel.
 - \$12,000 for a mower.
 - Mr. Cagle would like a figure on how much we received from the private entities at Camp Jordan. Mr. Dorsey will get that information for Council.

- Arena
 - Slight increase in custodial.
 - Mr. Dorsey stated that we let non-profits use the Recreation facilities for free, but it is not free to the City. We have to pay employees to work those events. He would like for council to consider charging the non-profits the actual cost of each event.
 - Community Center
 - Slight increase for splash pad for chemicals, maintenance, etc.
 - McBrien
 - We budgeted for electricity only for the alarm system. The building has been shut down.
 - Soccer Recreation - ER Futbol Club – Finance Director Qualls stated the City runs this league.
 - Soccer Indoor – Basically flat
 - Baseball/softball – Basically flat
 - Football/Cheerleading – Basically flat, we only do flag football because of concussion issues.
 - Adult Softball - This sport is growing. We had to increase the amount of insurance for the players.
 - Basketball – Basically flat
 - Adult basketball – We discontinued adult basketball due to various issues.
 - Councilmember Cagle asked if the pond aerator is working. Mr. Dorsey will check on this. He also stated we are looking at a grant for improvements around the pond, to include a fishing pier.
- Public Works
 - Summary – Basically flat
 - Demand Measures:
 - They mow 25 acres at Exit 1, 100 ROW sections, and 25 city lots. They also install pipe, do asphalt repairs, do pavement markings and install/repair signs.
 - Building maintenance – Basically flat
 - Streets
 - Transfer to other funds – \$200,000 was moved to State Street Aid for paving. Includes \$35,186 for street sweeper payment.
 - The department is also two employees short.
 - Garage/Transfer Station – Basically flat, except for water, sewer.
 - Traffic Control – Basically flat.
 - Operating Transfers
 - Ms. Qualls stated we will not need to transfer any funds for Grants, unless it is for something unexpected.
 - We are transferring some funds to Debt Service and ARPA.
 - Tractor Shed – \$75,000
 - State Street Aid – Ms. Qualls stated we have 2 projects, a Transportation Improvement Project (TIP) for paving John Ross Road and a Highway Improvement Project (HIP) for paving McBrien Road.

- Grant Fund
 - The large grants have been moved to the Capital Projects Fund.
- Drug Fund
 - We start with small amount in the fund and amend throughout the year as needed.
- Economic Dev Fund
 - This is a pass-through fund for the Border Region money.
- Solid Waste Fund – Supervisor Parker was present to answer any questions.
 - There has been a slight increase in revenues and expenditures.
 - Page 95 – Mr. Dorsey corrected some numbers under the demand measures.
 - Revenue – Mostly flat, except for some new houses that came online.
 - New Cans – We are having trouble ordering.
 - Recycle – We have to pay now to dispose of our recycle materials, so we need to educate the public on what items can be recycled. We may also want to consider if we want to continue offering recycling to commercial customers.
 - Salaries – We are eliminating one position for an employee who is retiring and moving one employee to City Hall.
 - Increase in fuel and vehicle repairs.
 - Landfill services – We moved to a different provider, but now we are experiencing longer delays. We may have to look at this issue.
 - New leaf vacuum will be here before leaf season
- Debt Service Fund – We refunded debt this year. She discussed the various loans that are included such as Camp Jordan Phase 2 (done), Exit 1/I-75 loan in 2015, Public Safety capital outlay for radios, police cars, Motorola lease (done), and a new fire truck.
- Capital Projects Fund – Includes Multi modal, \$300,000 for architecture/engineering on Animal Services facility, \$75,000 for tractor shed, upgrades to buildings for ADA, Community Development Grant for façade grant.
- American Rescue Plan Act – These funds will be used for stormwater for the Multi-modal project.

Mr. Dorsey stated the first reading of the budget will be Thursday, June 9, 2022.

Mayor Williams adjourned the meeting.

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

**June 9, 2022
6:00 pm**

The East Ridge City Council met pursuant to notice on June 9, 2022, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

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

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

Employee Milestone Awards: Mayor Williams announced there are two awards for May, Scott Butcher and Jeff Duncan, both with 20 years of service. The Mayor thanked all employees for their service.

Consent Agenda:

- A. Approval of Minutes May 26, 2022 Council Meeting
- B. Declaration of Surplus Property

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

Communication from Citizens: None

Communication from Councilmembers:

Councilmember Witt reminded everyone about the Optimist Fishing Rodeo this Saturday for kids 9 – 12 years of age.

Councilmember Helton and Vice Mayor Chauncey had nothing at this time.

Councilmember Cagle thanked City Manager Dorsey for taking care of a problem on Poindexter Avenue. He also thanked the members of the Personnel Advisory Board for their service. The Board has been phased out.

Mayor Williams discussed the following:

- The Mayor stated he appreciates the Personnel Advisory Board members and thanked them for their service.

- He stated the Memorial Day Service at the Veteran's monument was great. He thanked Representative Chuck Fleishmann for his remarks, and stated he appreciates all veterans and active-duty service members.
- The Optimist Club auto show will be June 18th at Camp Jordan. Registration fee is \$25, with proceeds going to various charities.
- The Red Wolves have two home games coming up, one on June 22nd with Charlotte and the other on June 25th with Tucson.

Communication from City Manager:

- The splashpad is open from 11 am – 6 pm, but there are some issues with filters, etc. that need to be fixed. Also, no dogs or food are allowed.
- Mr. Dorsey thanked Councilmember Helton for the work she did regarding the universal changing table. It has been installed at a Camp Jordan restroom on the soccer field side. Ms. Helton thanked Council and Roddey Coe, with the Tennessee Council of Developmental Disabilities.
- Mr. Dorsey congratulated Josh Creel for graduating from the FBI Academy.
- Mr. Dorsey stated he is now District 3 Director for TML. He replaced Katie Lamb, who is now with the TML Bond Fund.
- He is working with engineers regarding spot paving. He will hopefully have the costs by the next meeting.
- Mr. Dorsey stated the multi-modal project has begun, which will start on the south side just west of Walmart. The first phase is to determine stormwater drains and wastewater/sewer lines.
- Mayor Williams stated the Food City grand opening will be June 21st from 5 – 7 pm and the store will be opening on June 22nd.

Old Business:

New Business:

PUBLIC HEARING FOR ORDINANCE NO. 1168 – Right-of-Way Abandonments for the following:

- McDonald Road, located on lots 6517 and 6521 Ringgold Road
- Slater Road, located on lots 6519, 6521 and 6517 Ringgold Road
- An unnamed road located on lots 6519 and 6517 Ringgold Road

City Attorney Litchford read on caption. Mr. Litchford stated these roads were closed in the 1970's but were never officially abandoned. It was discovered later that a closing is different from an abandonment. There are concerns about access, but Slater Road will always have public access. The Planning Commission approved this request.

Mayor Williams opened the public hearing. No one came forward in favor of or in opposition to the request for abandonments. The Mayor closed the public hearing.

RESOLUTION NO. 3275 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE THE APPOINTMENT OF _____ BY VICE MAYOR CHAUNCEY TO THE EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD – City Attorney Litchford read on caption. Vice Mayor Chauncey appointed Lee Ramey to the Board. Vice Mayor Chauncey made a motion, seconded by Councilmember Cagle, to approve Resolution No. 3275. The vote was unanimous. Motion approved.

RESOLUTION NO. 3276 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE _____ AS THE AT LARGE CITY COUNCIL APPOINTMENT TO THE INDUSTRIAL DEVELOPMENT BOARD – City Attorney Litchford read on caption. Mayor Williams stated this is an appointment by the entire Council. Councilmember Cagle made a motion to appoint Mac Pendley to the Board. Motion died for lack of a second. Councilmember Helton made a motion, seconded by Vice Mayor Chauncey, to appoint Robert Jones to the Board. The Vice Mayor thanked Ruth Braly and Mac Pendley for their service on the Board. The vote was unanimous. Motion approved.

RESOLUTION NO. 3277 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING BIDS FOR THE REMOVAL OF RUBBISH AND/OR GARBAGE, DEBRIS, AND PERSONAL PROPERTY AT 711 STATE LINE ROAD – City Attorney Litchford read on caption. Chief Building Official Howell stated the City advertised for bids and the only one received was from Freedom Rolloff in the amount of \$18,500. Mr. Howell recommends approval. Councilmember Witt made a motion, seconded by Councilmember Helton, to approve Resolution No. 3277, the bid from Freedom Rolloff. The vote was unanimous. Motion approved.

RESOLUTION NO. 3278 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE APPROVING A TEMPORARY SPECIAL EVENTS BEER PERMIT FOR RANDY CARPENTER, ON BEHALF OF AERIES FIGHT SERIES – Mr. Dorsey stated that Mr. Carpenter has sold beer before for these fight series. Vice Mayor Chauncey made a motion, seconded by Councilmember Witt, to approve Resolution No. 3278. The vote was unanimous. Motion approved.

RESOLUTION NO. 3279 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE THE NORTH MACK SMITH SOUTH ACCESS ROAD PROJECT – City Attorney Litchford read on caption. Mr. Dorsey stated the City is working on improvements of the south access road up to the Gateway Development and needs council approval to move forward. To the extent the Council approves this project, Mr. Dorsey will obtain updated projected costs for this project for the second reading of the budget. Mr. Dorsey went through various costs for the project with the total being \$4,019,351 with respect to the renderings that were provided to Council. After discussions with ASA Engineering, the City believes EPB will still cover the cost of relocation of their utility poles. Councilmember Witt made a motion, seconded by Councilmember Helton, to approve Resolution No. 3279 for improvements of North Mack Smith Road from Ringgold Road up to the end of the existing right-of way at Tract 2 on the project Roadway Plan renderings. The vote was unanimous. Motion approved. Mr. Dorsey advised he would obtain updated projected

costs in light of the motion for improvements on the portion of Mack Smith Road from Ringgold up to the end of the existing right-of-way at Tract 2

Discussion of Tentative Agenda Items for the **June 23, 2022** Council Meeting

- 3. B. Special Presentation by Tennessee American Water – Grant Award – This will be used for bank work on Spring Creek.

8. **Old Business:**

- A. **ORDINANCE NO. 1168 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, ABANDONING PORTIONS OF THREE CLOSED RIGHTS-OF-WAY AS FOLLOWS: MCDONALD ROAD, LOCATED ON LOTS 6517 AND 6521 RINGGOLD ROAD; SLATER ROAD, LOCATED ON LOTS 6519, 6521, AND 6517 RINGGOLD ROAD; AND AN UNNAMED ROAD LOCATED ON LOTS 6519 AND 6517 RINGGOLD ROAD AS DETAILED ON THE ATTACHED MAP, SUBJECT TO CERTAIN CONDITIONS (2nd and final reading)** No discussion.
- B. **PUBLIC HEARING FOR ORDINANCE NO. 1169 - FY 2023 BUDGET** – Mr. Dorsey stated we will advertise for the public hearing after this meeting.
- C. **ORDINANCE NO. 1169 – AN ORDINANCE OF THE CITY OF EAST RIDGE, TENNESSEE, MAKING AND FIXING THE ANNUAL APPROPRIATIONS OF THE SEVERAL DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR, BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023 (2nd and final reading)** – No discussion.
- D. **ORDINANCE NO. 1170 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO PROVIDE FOR THE GENERAL REVENUE THEREOF FOR THE FISCAL YEAR 2022 – 2023 TO BE KNOWN AS THE GENERAL REVENUE ORDINANCE FOR SAID YEAR (2nd and final reading)** – Mr. Dorsey reiterated that there will be no property tax increase.
- E. **ORDINANCE NO. 1171 – 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 VARIOUS FUNDS (2nd and final reading)** – No discussion

9. **New Business:**

- A. **RESOLUTION NO. ____ - RFP for Fleet Maintenance** – Mr. Dorsey stated our fleet maintenance contract expires at the end of June. We have already received proposals, and he is recommending East Ridge Fast Lube for preventive

maintenance, oil changes, and tires, and East Ridge Auto Electric for all other major maintenance and repairs. This will be a one-year contract with an option to extend it for an additional two years.

- B. **RESOLUTION NO. ____ - RFQ for Engineering Services for John Ross Road Resurfacing** - Mr. Dorsey stated we have approval from TDOT to move forward with this project. We can proceed with the Requests for Qualifications from engineering companies to start with the design process. Councilmember Cagle stated we need to check with the utilities to see if they will be doing any street cuts on John Ross. Mr. Dorsey stated this is part of the process, but he cannot guarantee they will not do any street cuts. Mayor Williams suggested we monitor the street cuts very closely.
- C. **RESOLUTION NO. ____ - Use on Review for Sign Variance** – Chief Building Official Howell stated this is for the renovation of an existing off-premise sign for East Ridge Residence, located at the corner of Ringgold Road and Mack Smith Road in front of Portofino’s Restaurant. Mr. Howell stated that because it is an off-premise sign, the base can be renovated, and the LED displays can be added to the sign. Mayor Williams asked if the road renovations will affect the location of this sign. Mr. Howell stated that it would not. He also stated it would not interfere with the traffic signal at the intersection. Kenny Custer, Asa Engineering, 714 Cherry Street, stated they conferred with their design engineer to make sure the road renovations would not encompass into the sign. The original drawing was a monument sign, but it interfered with the sight visibility coming out of some of the businesses in the area.

Being no further business, the meeting was adjourned.

City of East Ridge

Summary Financial Statement of Revenues and Expenditures
April 2022

Spent YTD 83.33%

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
110 General Fund						
REVENUE						
31100	Property Taxes	6,103,965	4,747,290	6,072,787	99.49%	83.33%
31200	Property Taxes (Delinquent)	475,000	463,767	436,956	91.99%	83.33%
31610	Local Sales Tax - Co. Trustee	2,900,000	2,552,288	2,908,786	100.30%	83.33%
31611	Incremental State Sales Tax	3,777,683	2,931,269	4,871,958	128.97%	83.33%
31710	Wholesale Beer Tax	400,000	345,465	342,199	85.55%	83.33%
31800	State Net Allocation	250,000	97,393	91,180	36.47%	83.33%
31810	Minimum Business Licenses	5,000	6,420	5,828	116.55%	83.33%
31824	Solicitors' Permit	100	50	0	0.00%	83.33%
31827	5% State Commission	22,000	5,454	4,951	22.51%	83.33%
31912	* Cable TV Franchise Tax	309,800	161,984	145,354	46.92%	83.33%
31961	Liens Collected by Trustee	28,000	23,350	6,878	24.56%	83.33%
32120	Wrecker Licenses	350	350	350	100.00%	83.33%
32200	Alcoholic Beverage Tax	150	186	214	142.38%	83.33%
32210	Beer Licenses & Etc.	7,000	6,599	6,777	96.81%	83.33%
32220	Liquor Licenses	4,800	17,450	5,100	106.25%	83.33%
32225	Fireworks Fees/Permits	3,000	2,000	3,000	100.00%	83.33%
32226	Annual Fireworks Permit Fee	300	300	300	100.00%	83.33%
32610	Building Permits	120,000	122,801	153,241	127.70%	83.33%
32615	Fire Preventions/Permits	2,000	1,343	1,250	62.50%	83.33%
32620	Electrical Permits	30,000	22,562	22,869	76.23%	83.33%
32630	Plumbing Permits	12,000	11,108	11,319	94.33%	83.33%
32640	Natural Gas Permits	2,000	1,829	1,472	73.60%	83.33%
32650	Excavating Permits (St. Opening	2,500	2,490	3,910	156.40%	83.33%
32660	Zoning Permits	2,000	1,600	2,000	100.00%	83.33%
32671	Regular Sign Permits	5,000	5,360	3,165	63.30%	83.33%
32672	Temporary Sign Permits	300	225	300	100.00%	83.33%
32690	Plan Review Fees	0	50	0	0.00%	83.33%
32691	Tree Trimming Permits	100	110	90	90.00%	83.33%
32905	Other Code Enforcement Fees	20,000	12,182	22,006	110.03%	83.33%
32960	Yard Sale Permits	200	100	50	25.00%	83.33%
32990	Mechanical Permits	10,000	8,760	11,243	112.43%	83.33%
33140	ARPA Funds - Federal	3,142,492	0	3,142,492	100.00%	83.33%
33190	FEMA/TEMA FY 2021	213,261	0	55,741	26.00%	83.33%
33410	State Law Enforcement Education	37,600	0	0	0.00%	83.33%
33430	State Fire Service Educational Grant	20,000	18,400	19,200	96.00%	83.33%
33490	TN Cares Act (Governor's Grant)	246,749	315,360	246,749	100.00%	83.33%
33510	State Sales Tax	2,139,858	1,567,717	1,823,555	85.22%	83.33%
33511	Interstate Telecom. Sales Tax	0	4,144	3,019	0.00%	83.33%
33512	Sportsbetting	0	2,704	14,362	0.00%	83.33%
33513	Occupancy Tax	0	97	1,809	0.00%	83.33%
33515	State Sales Tax/Telecommunications	0	0	432	0.00%	83.33%
33520	State Income Tax	0	7,480	0	0.00%	83.33%
33530	** State Beer Tax	13,000	9,932	10,126	77.89%	83.33%
33540	State Mixed Drink Tax	50,000	43,778	66,318	132.64%	83.33%
33552	State-City Streets And Transportation	41,748	31,237	30,647	73.41%	83.33%
33560	Seized/Awarded by State	0	3,850	0	0.00%	83.33%
33591	* TVA - Gross Receipts Tax	247,552	179,852	172,615	69.73%	83.33%
33593	Corporate Excise Tax	6,000	6,597	6,435	107.25%	83.33%
34121	Clerks' Fees - Business Tax	1,500	1,260	1,310	87.33%	83.33%
34211	Accident Report Charges	1,000	1,245	1,113	111.31%	83.33%
34212	Driver Licenses Reinstatement Fee	2,000	2,165	2,640	132.00%	83.33%

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
34221	Ridgeside Fire Service Contract	107,807	86,385	89,840	83.33%	83.33%
34231	Police Services	0	0	9,311	0.00%	83.33%
34314	Mowing	8,820	0	0	0.00%	83.33%
34500	Donations - New Animal Shelter	5,000	2,000	6,480	129.60%	83.33%
34510	Donations - Dog Park	0	0	0	0.00%	83.33%
34515	Rabies & Spay/Neuter Cert.	500	75	30	6.00%	83.33%
34516	Registration	1,000	280	200	20.00%	83.33%
34517	Adoption	3,000	2,999	2,431	81.03%	83.33%
34518	Board & Impound Fees	1,000	835	480	48.00%	83.33%
34520	A/S Donations-Designated	2,500	2,772	2,590	103.60%	83.33%
34641	Indoor Soccer Income	135,000	80,457	128,194	94.96%	83.33%
34642	Community Center Income	13,000	4,654	20,640	158.77%	83.33%
34643	Outdoor Soccer Fees	60,000	39,011	41,245	68.74%	83.33%
34644	Baseball Fees	25,000	29,619	14,359	57.43%	83.33%
34645	Softball Fees	19,500	23,242	13,543	69.45%	83.33%
34646	Gate	12,000	11,464	5,880	49.00%	83.33%
34647	McBrien Indoor Facility	8,000	5,020	200	2.50%	83.33%
34648	Adult League - Softball	35,000	31,260	34,466	98.47%	83.33%
34649	Concerts/Events - Camp Jordan	27,000	3,785	27,649	102.41%	83.33%
34651	Multi-Purpose Building (Arena)	100,000	69,804	101,900	101.90%	83.33%
34652	Pavilion Rental	12,000	8,655	13,863	115.52%	83.33%
34653	Track Rental	3,500	2,576	1,050	30.00%	83.33%
34654	Field Rental	85,000	84,855	47,508	55.89%	83.33%
34655	Amphitheater	5,000	1,700	2,350	47.00%	83.33%
34656	Concessions	40,000	25,251	29,348	73.37%	83.33%
34657	Overnight - Rv Rental	12,000	15,000	16,770	139.75%	83.33%
34658	Tournament Team Fees	1,500	0	0	0.00%	83.33%
34712	Sponsorship/Parks & Rec	5,000	4,174	4,000	80.00%	83.33%
34720	Football Gate	4,700	743	4,733	100.69%	83.33%
34751	Basketball Gate	15,000	16,148	13,824	92.16%	83.33%
34741	Adult Basketball Fees	0	0	8,846	0.00%	83.33%
34742	Basketball Player Fees	10,600	14,007	14,023	132.29%	83.33%
34743	Football Player Fees	10,800	3,658	6,067	56.18%	83.33%
34744	Photography	1,200	0	1,308	108.98%	83.33%
34745	Vending/Concessions	5,000	3,541	7,230	144.61%	83.33%
34746	Cheerleading	1,000	655	2,772	277.20%	83.33%
34747	Rent-Arena Equipment	37,000	26,897	25,247	68.24%	83.33%
34749	Soccer Field Rentals	60,000	42,209	30,353	50.59%	83.33%
34760	Library Charges	1,200	198	498	41.54%	83.33%
34761	Library - Copies	1,500	435	582	38.81%	83.33%
34794	Community Center M. Fee	1,500	0	325	21.67%	83.33%
35100	Municipal Court Fines & Costs	325,000	221,302	361,502	111.23%	83.33%
35120	Public Defender Fees	0	0	925	0.00%	83.33%
35150	Diversion Filing	300	0	0	0.00%	83.33%
36100	Interest Earnings	5,000	8,115	1,071	21.43%	83.33%
36211	Rent - Cell Tower	18,000	14,822	10,771	59.84%	83.33%
36330	Sale Of Equipment	50,000	32,957	44,795	89.59%	83.33%
36350	Insurance Recoveries	61,000	122,589	217,266	356.17%	83.33%
36724	Settlements (Lawsuits)	0	6,140	0	0.00%	83.33%
36901	Pipes/Culverts	4,000	2,793	3,865	96.62%	83.33%
36902	Repayment - Damages- Traffic Device	0	0	100	0.00%	83.33%
36903	Christmas Parade	400	0	310	77.50%	83.33%
36905	Designated Police-Sale of Vehicles	0	0	24,789	0.00%	83.33%
36932	Proceeds - Loan/Lease Purchase	696,079	0	696,079	100.00%	83.33%
36990	Miscellaneous Revenues	20,000	3,457	21,293	106.47%	83.33%
36992	Hamilton County	15,000	7,500	15,208	101.38%	83.33%
37200	AHO - Fines/Court Costs	3,000	125	1,725	57.50%	83.33%

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
	Use of Fund Balance		0	0	0.00%	83.33%
	Total Revenues	22,731,414	14,812,116	22,863,927	100.58%	83.33%
	EXPENDITURES					83.33%
41000	General Government	1,074,315	899,490	1,092,310	101.68%	83.33%
41100	Administrative	4,554,609	793,847	3,925,580	86.19%	83.33%
41111	City Council	131,722	68,684	98,150	74.51%	83.33%
41210	Municipal Court	348,016	241,079	310,783	89.30%	83.33%
41520	City Attorney	122,075	84,853	84,875	69.53%	83.33%
41800	Buildings & Grounds Maintenance	323,665	197,766	209,707	64.79%	83.33%
41900	City Hall Complex	43,103	33,285	35,632	82.67%	83.33%
42100	Police	2,102,732	1,496,577	1,863,441	88.62%	83.33%
42121	Criminal Investigation	824,703	561,138	582,221	70.60%	83.33%
42123	Patrol	2,551,393	1,859,915	2,126,632	83.35%	83.33%
42125	Traffic Division	155,990	115,339	159,792	102.44%	83.33%
42200	Fire Department	3,307,995	1,956,171	3,103,012	93.80%	83.33%
42400	Building/Planning/Zoning	678,251	444,626	447,653	66.00%	83.33%
43110	Highway And Street	734,910	293,642	323,415	44.01%	83.33%
43120	Traffic Control & Street Markers	322,798	211,083	235,857	73.07%	83.33%
43150	Grants	0	0	0	0.00%	83.33%
43170	Transfer Station/Brush Pit/Fleet	7,600	7,676	7,285	95.85%	83.33%
44140	Animal Control	299,310	184,368	225,650	75.36%	83.33%
44410	Parks and Recreation	894,222	668,704	668,494	74.76%	83.33%
44420	Multi-Purpose Recreation Bldg	233,692	192,883	194,243	83.12%	83.33%
44430	Community Center	208,309	109,839	139,182	66.82%	83.33%
44450	McBrien Complex	18,350	15,083	8,278	45.11%	83.33%
44610	Soccer - Recreation	55,000	15,172	31,949	58.09%	83.33%
44620	Soccer - Indoor	64,550	43,311	61,664	95.53%	83.33%
44630	Baseball/Softball	59,400	48,797	25,575	43.05%	83.33%
44640	Football/Cheer	10,450	4,682	11,035	105.59%	83.33%
44650	Adult Softball	29,850	20,429	22,126	74.12%	83.33%
44700	Basketball	14,750	12,352	16,562	112.28%	83.33%
44710	Adult Basketball	4,350	2,433	9,713	223.29%	83.33%
44800	Libraries	279,946	169,399	192,796	68.87%	83.33%
44810	History Museum	400	306	231	57.75%	83.33%
46500	Community Development Programs	10,000	855	6,030	55.28%	83.33%
47200	Economic Development	2,579,468	2,129,386	2,589,328	100.38%	83.33%
49100	Debt Service	685,490	117,020	0	0.00%	83.33%
49400	Capital Projects - Transfer Out	0	0	0	0.00%	83.33%
	Total Expenditures	22,731,414	13,000,188	18,809,201	82.75%	
Total	## General Fund	0	1,811,929	4,054,725		

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
121 State Street Aid						
REVENUE						
33450	State TIP Grant	1,075,085	0	0	0.00%	83.33%
33550	2017 Gas Tax	175,000	130,119	164,950	94.26%	83.33%
33551	State Gasoline And Motor Fuel Tax	570,000	374,087	403,319	70.76%	83.33%
36100	Interest Earnings	100	95	92	91.51%	83.33%
36330	Sale of Equipment	0	0	1,440	0.00%	83.33%
	Total Revenues and Other Sources	1,820,185	504,301	569,800	31.30%	83.33%
EXPENDITURES						
43190	State Street Aid	1,751,374	360,962	312,825	17.86%	83.33%
	Total Expenditures	1,751,374	360,962	312,825	17.86%	83.33%
Total	## State Street Aid Fund	68,811	143,338	256,975		

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
122 Grant Fund						
REVENUE						
33114	TML Driver Safety Grant	4,000	0	0	0.00%	83.33%
33425	Aquatic Stream Clean Grant	1,000	1,000	0	0.00%	83.33%
33493	TML Safety Grant	3,000	0	0	0.00%	83.33%
33574	State - Equipment Recycling Grant	0	0	0	0.00%	83.33%
36100	Interest Earnings	0	38	16	0.00%	83.33%
36420	Police Traffic Safety Grant	13,500	15,414	8,818	65.32%	83.33%
36421	TN AM Grants	0	0	1,000	0.00%	83.33%
36422	Target Grant	1,000	1,000	0	0.00%	83.33%
36423	Maddie's Fund	0	0	0	0.00%	83.33%
36424	Governor's Grant	0	493,968	0	0.00%	83.33%
36425	DOJ Covid 19 Grant	0	0	0	0.00%	83.33%
36426	TN Cares Grant - Library	0	0	0	0.00%	83.33%
36427	Covid-19 Homeland Security	0	0	0	0.00%	83.33%
36711	Safety Conservation Grant	4,000	0	3,894	97.34%	83.33%
36920	THS089-Police	0	0	2,522	0.00%	83.33%
36921	Homeland Security - Police	0	0	0	0.00%	83.33%
36922	Homeland Security - Fire	20,000	17,733	15,000	75.00%	83.33%
36924	GHSO (2016) Traffic	0	0	0	0.00%	83.33%
36925	BYRNE Grants - DOJ	0	0	0	0.00%	83.33%
36962	Operating Transfers-Capital Projects	17,000	0	0	0.00%	83.33%
	Use of Fund Balance	367,258	0	367,258		
	Total Revenues and Other Sources	430,758	529,153	398,507	9.25%	83.33%
EXPENDITURES						
41000	General Government	0	146,336	0	0.00%	83.33%
43150	Grants	400,468	39,281	368,612	92.05%	83.33%
	Total Expenditures	43,500	185,617	368,612	92.05%	83.33%
Total	## Grant Fund	0	343,536	29,895		

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
127 Drug Investigation Fund						
REVENUE						
33197	Federal/State Grants	30,000	0	10,988	36.63%	83.33%
33560	Seized/Awarded by State	50,000	1,696	38,374	76.75%	83.33%
35200	Drug Fines	20,000	7,948	18,884	92.41%	83.33%
35400	Sale of Confiscated Property	0	0	500	0.00%	83.33%
	Use of Fund Balance	35,000	0	35,000	100.00%	83.33%
	Total Revenues and Other Sources	135,000	9,644	103,746	76.84%	83.33%
EXPENDITURES						
42129	Drug Investigation and Control	100,000	59,216	115,993	115.99%	83.33%
	Total Expenditures	100,000	59,216	115,993	115.99%	83.33%
Total ##	Drug Investigation Fund	35,000	-49,572	-47,248		

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
130 Economic Development Fund						
REVENUE						
31611	Incremental State Sales Tax Revenue	3,174,641	2,050,453	2,523,468	79.49%	83.33%
	Interest Earnings	150	16	17	11.38%	83.33%
	Transfer In	0	0	0	0.00%	83.33%
	Total Revenues and Other Sources	3,174,791	2,050,469	2,523,485	79.49%	83.33%
EXPENDITURES						
	Economic Development	2,135,500	1,868,258	2,697,742	126.33%	83.33%
	Debt Payment	1,157,265	0	0	0.00%	83.33%
	Total Expenditures	3,292,765	1,868,258	2,697,742	81.93%	83.33%
Total ##	Economic Development Fund	150	182,211	-174,257		

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
131 Solid Waste Fund						
REVENUE						
33190	FEMA/TEMA 2021	157,520	0	157,520	100.00%	83.33%
34416	Special Assessment - Garbage	1,503,360	1,455,696	1,452,267	96.60%	83.33%
34418	Extra Cans	1,000	1,920	1,480	148.00%	83.33%
34420	Dumpster Rentals	7,500	5,700	3,438	45.83%	83.33%
34421	Recycling Rev	250	0	0	0.00%	83.33%
34422	Recycling - Transfer Station	1,600	2,975	4,132	258.25%	83.33%
34426	Sale Of Mulch	2,500	2,966	196	7.84%	83.33%
34430	Refuse Collection And Disposal	7,500	3,038	2,256	30.08%	83.33%
36330	Sale of Equipment	5,000	0	0	0.00%	83.33%
36350	Insurance Recoveries	164,947	796	0	0.00%	83.33%
	Total Revenues and Other Sources	1,851,177	1,473,090	1,621,288	87.58%	83.33%
EXPENDITURES						
43200	Solid Waste	1,916,041	1,034,391	1,500,669	78.32%	83.33%
	Total Expenditures	1,916,041	1,034,391	1,500,669	78.32%	83.33%
Total	## Solid Waste Fund	-64,864	438,700	120,620		

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
212 TML Loan Fund						
REVENUE						
31920	Room Occupancy Tax	478,097	376,138	510,845	106.85%	83.33%
36100	Interest Earnings	500	520	712	142.35%	83.33%
37940	Transfer In	887,931	286,793	0	0.00%	83.33%
	Total Revenues and Other Sources	1,366,528	663,450	511,557	37.43%	83.33%
EXPENDITURES						
49100	CJ Parkway Streetscape	0	8,059	0	0.00%	83.33%
49110	Camp Jordan - Phase One - 2019	0	125,016	0	0.00%	83.33%
49111	Camp Jordan - Phase Two - 2020	144,450	2,095	115,357	79.86%	83.33%
49114	Refunding Bond Issue - 2021	857,083	0	99,352	15.29%	83.33%
49200	2004 - Camp Jordan/Fire Station 2	0	5,565	0	0.00%	83.33%
49300	2015 - BAN Conversion	0	12,466	0	0.00%	83.33%
49310	2015 - Exit One/Capital Projects	0	208,725	207,325	100.00%	83.33%
49320	2017 - Exit One - I75	313,330	313,519	0	0.00%	83.33%
49410	Public Safety - Capital Outlay Note	66,910	66,502	67,249	100.51%	83.33%
49411	Public Safety - Capital Outlay Note	35,924	1,429	962	2.68%	83.33%
49412	Public Safety - Capital Outlay Note	30,000	60,000	30,000	100.00%	83.33%
49420	Public Works - Capital Outlay Note	0	35,160	0	0.00%	83.33%
	Total Expenditures	1,447,697	838,538	520,245	35.94%	83.33%
Total ## TML Loan Fund		-81,169	-175,087	-8,688		

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
341 Capital Projects Fund						
REVENUE						
33113	LPRF 2018 - Pioneer Playground	500,000	0	44,824	6.78%	83.33%
33120	TDOT 2015 Multi Modal Grant	2,722,562	0	0	0.00%	83.33%
33123	Dog Dash Grant	25,000	0	0	0.00%	83.33%
34510	Dog Park Donations	0	0	5,450	0.00%	83.33%
36915	Bond Proceeds	763,366	273,061	664,713	87.08%	83.33%
37940	Operating Transfers - Other Funds	299,181	115,852	451,968	151.07%	83.33%
	Use of Fund Balance	0	0	1,073,237	0.00%	83.33%
	Total Revenues and Other Sources	4,310,109	388,913	2,240,191	26.98%	83.33%
EXPENDITURES						
41100	Administrative	0	235	67	0.00%	83.33%
41800	Bldg & Grounds/Maintenance	338,341	0	93,901	27.75%	83.33%
43110	Highway And Street	2,000,000	14,608	21,731	1.09%	83.33%
43121	North Mack Smith Road	50,000	29,153	371,527	743.05%	83.33%
43122	Resurfacing Projects	156,968	0	230,370	146.76%	83.33%
44410	Parks & Recreation	763,366	291,426	600,274	78.64%	83.33%
44421	Splash Pad/Playground	931,434	68,566	915,899	98.33%	83.33%
44422	Springvale Park	15,000	2,152	0	0.00%	83.33%
44423	Dog Park - Town Center	25,000	0	7,777	31.11%	83.33%
47200	Economic Development	30,000	0	0	0.00%	83.33%
	Total Expenditures	4,310,109	406,139	2,241,546	52.01%	83.33%
Total	## Capital Projects Fund	0	-17,226	-1,355		

FISCAL YEAR ENDING 06/30/2022		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2021	FY 2022	YTD	Avg Yr %
410	ARPA FUND					
REVENUE						
37940	Transfer In	<u>3,142,492</u>	<u>0</u>	<u>0</u>	0.00%	75.00%
	Total Revenues and Other Sources	3,142,492	0	0	0.00%	75.00%
EXPENDITURES						
43110	Highway And Street	0	0	0	0.00%	75.00%
46490	Other Public Works Grants	<u>3,142,492</u>	<u>0</u>	<u>0</u>	0.00%	75.00%
	Total Expenditures	3,142,492	0	0	0.00%	75.00%
Total ##	Capital Projects Fund	<u>0</u>	<u>0</u>	<u>0</u>		



City of East Ridge

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

Building and Codes Department

ORDINANCE NO. 1168

AGENDA MEMORANDUM

TO: Mayor, Council; City Manager

FROM: Michael Howell – Building Official

SUBJECT: Right of way abandonments for the following properties:

6521 Ringgold Road (Tax Map#169L L 004.01 (Wally's Restaurant)
6519 Ringgold Road (Tax Map#169L L 004 (Super 8 Motel)
6517 Ringgold Road (Tax Map#169L L 004.02 (Future Site Candlewood
Inn & Suites)

DATE: 5-18-2022

On May 16, 2022, Glen Meadows along with JSK GP, petitioned the East Ridge Planning Commission to abandon a portion of three unopened rights-of-way, McDonald Rd, Slater Rd, and an unnamed road.

McDonald Road, located on lots 6517 and 6521 Ringgold Road, Slater Road, located on lots 6519, 6521 and 6517 Ringgold Road, and an unnamed road located on lots 6519 and 6517 Ringgold Road. All three unopened right of ways were closed per city Ordinance 173, in 1972.

Planning Commission approved the request, Mr. Meadows and GSK GP have requested the abandonment case move forward to city council for review.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

ORDINANCE NO. 1168

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, ABANDONING PORTIONS OF THREE CLOSED RIGHTS-OF-WAY AS FOLLOWS: MCDONALD ROAD, LOCATED ON LOTS 6517 AND 6521 RINGGOLD ROAD; SLATER ROAD, LOCATED ON LOTS 6519, 6521, AND 6517 RINGGOLD ROAD; AND AN UNNAMED ROAD LOCATED ON LOTS 6519 AND 6517 RINGGOLD ROAD AS DETAILED ON THE ATTACHED MAP, SUBJECT TO CERTAIN CONDITIONS

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

WHEREAS, the applicants, Glen Meadows and JSK GP, have submitted an application for road abandonment to the Hamilton County Regional Planning Agency in accordance with T.C.A. §13-4-104 for mandatory referrals related to the following road section rights-of-way:

- McDonald Road, located on lots 6517 and 6521 Ringgold Road,
- Slater Road, located on lots 6519, 6521 and 6517 Ringgold Road
- An unnamed road located on lots 6519 and 6517 Ringgold Road;

and

WHEREAS, Tax Map Numbers for the properties adjacent to the respective rights-of-way are as follows:

- 6517 Ringgold Road, Tax Map #169L L 004.02
- 6519 Ringgold Road, Tax Map #169L L 004
- 6521 Ringgold Road, Tax Map #169L L 004.01;

and

WHEREAS, the portions of the rights-of-way to be abandoned are attached hereto as Exhibit A; and

WHEREAS, the East Ridge Planning Commission held a public hearing on this matter on May 16, 2022, where it reviewed the applicants' application and heard and considered all statements concerning the petition at a public hearing; and

WHEREAS, after conducting and closing the public hearing, the Planning Commission voted to recommend approval of the application to the City Council subject to the city and applicants entering into an easement and right-of-way agreement related to a perpetual nonexclusive easement and right-of-way for public vehicular and pedestrian ingress

and egress to and from Slater Road and Ringgold Road, such agreement to be in a form similar to the agreement attached hereto as Exhibit A; and

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

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

WHEREAS, the East Ridge City Council held a public hearing on June 9, 2022 at which time all interested parties were given an opportunity to be heard; and

WHEREAS, the City Council, after consideration of recommendations of the RPA staff are of the opinion that it is proper, necessary and in the best interests of the health, safety, morals, and general welfare of the City to abandon the portions of the rights-of-way of the following:

- McDonald Road, located on lots 6517 and 6521 Ringgold Road, and
- Slater Road, located on lots 6519, 6521 and 6517 Ringgold Road, and
- An unnamed road located on lots 6519 and 6517 Ringgold Road; and

as reviewed and approved by the Planning Commission and to transfer the unrestricted title and use of the abandoned portions to the adjacent owners Glen Meadows and JSK GP, subject to approval and execution of the agreement attached as Exhibit A hereto, or an agreement in a manner substantially similar in form.

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

Section 1. That the right-of-way portions of

- McDonald Road, located on lots 6517 and 6521 Ringgold Road, and
- Slater Road, located on lots 6519, 6521 and 6517 Ringgold Road, and
- An unnamed road located on lots 6519 and 6517 Ringgold Road; and

as depicted in Exhibit B hereto are abandoned and the City does henceforth abandon, relinquish, and quitclaim any and all title it may have, either legal or equitable, in the underlying right-of-way to Glen Meadows and JSK GP.

Section 2. That the aforementioned abandonments are expressly subject to, and not effective, unless and until the City and the Applicants enter into an agreement in substantially the form attached hereto as Exhibit A for the creation of an easement and right-of-way agreement related to a perpetual nonexclusive easement and right-of-way for public vehicular and pedestrian ingress and egress to and from Slater Road and Ringgold Road.

Section 3. The Mayor is hereby authorized to execute any and all deeds, documents, or agreements to transfer the said underlying rights-of-way in accordance herewith, subject to the review and approval of the City Attorney.

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

Passed on First Reading _____, 2022

Passed on Second Reading _____, 2022

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

EXHIBIT A

EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS nonexclusive Easement and Right-of-Way Agreement ("Agreement") is made and entered into this ___ day of _____, 2022, by and between JSK GP, a Tennessee general partnership, (herein "Owner") and the City of East Ridge, Tennessee, a Tennessee municipal corporation (herein the "City");

WITNESSETH:

WHEREAS, Owner is owner in fee simple of that tract of land ("Owner's Tract") located in the City of Chattanooga of Hamilton County, Tennessee, known and described in Deed of record in Book 9714, Page 548, in the Register's Office of Hamilton County, Tennessee, which tract runs perpendicular to Slater Road and Ringgold Road as shown on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Owner has filed an application for road abandonment on a portion of Slater Road that connects to and crosses over Owner's Tract and Owner is proposing a new development on Owner's Tract; and

WHEREAS, the City desires to obtain from the Owner, and the Owner desires to grant to the City a permanent, non-exclusive easement, on, upon, over, and across that certain portion of Owner's Tract as shown on Exhibit "A" to create public right of way access from the eastern portion of Slater Road to connect to Ringgold Road, for purposes and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) in had paid by the City to the Owner, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are true and correct and are hereby incorporated herein by this reference.
2. **Grant of Easement.** Owner does hereby grant, sell, and convey unto the City a perpetual nonexclusive 25-foot easement and right-of-way ("Easement") for purposes of public vehicular and pedestrian ingress and egress to and from Slater Road and Ringgold Road and across the Owner's Tract described herein. The Easement is 25 feet in width and extends north and south from the Northern line of Ringold Road along the western boundary line of Lot One (1), Wally's Restaurant Subdivision Plat recorded in Plat Book 63, Page 8, in the Register's Office of Hamilton County, Tennessee, as shown on Exhibit "A" attached hereto. The Easement extends from Ringgold Road to a point where it is intersected by the northern boundary line of Slater Road, if extended easterwardly across the western 25 feet of Owner's Tract.
3. **Running with the Land.** The Easement, uses, benefits, rights and obligations set forth herein shall constitute a covenant running with the land, and shall be binding upon and inure to the benefit of the parties hereto, their heirs and assigns, and their respective tracts of land.
4. **Modification.** This Agreement may not be amended, waived, or discharged, except by an instrument in writing executed by Owner and City, or their respective successors, transferees, or assigns, which written document shall be recorded in the Register's Office for Hamilton County, Tennessee.
5. **Section Headings.** The section headings as used herein are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties hereby set forth, or limit the scope of any provision hereof.

6. **Severability.** Invalidation of any one of the covenants and restrictions set forth herein, or any part, clause or word thereof, or the application thereof in specific circumstances by judgment or court order shall not affect any other provision or applications and other circumstances of the terms and provisions hereof, all of which shall remain in full force and effect.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Venue for any proceeding brought pursuant to this Agreement shall be in Hamilton County, Tennessee.

8. **Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute the binding agreement of the parties.

CITY OF EAST RIDGE, TENNESSEE

JSK GP

By: _____

By: _____

Print Name _____

Print Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

The foregoing instrument was acknowledged and signed before me this ____ day of _____, 2022, by _____, as Mayor of the City of East Ridge, Tennessee, a municipal corporation existing under the laws of the State of Tennessee, on behalf of the said municipality.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

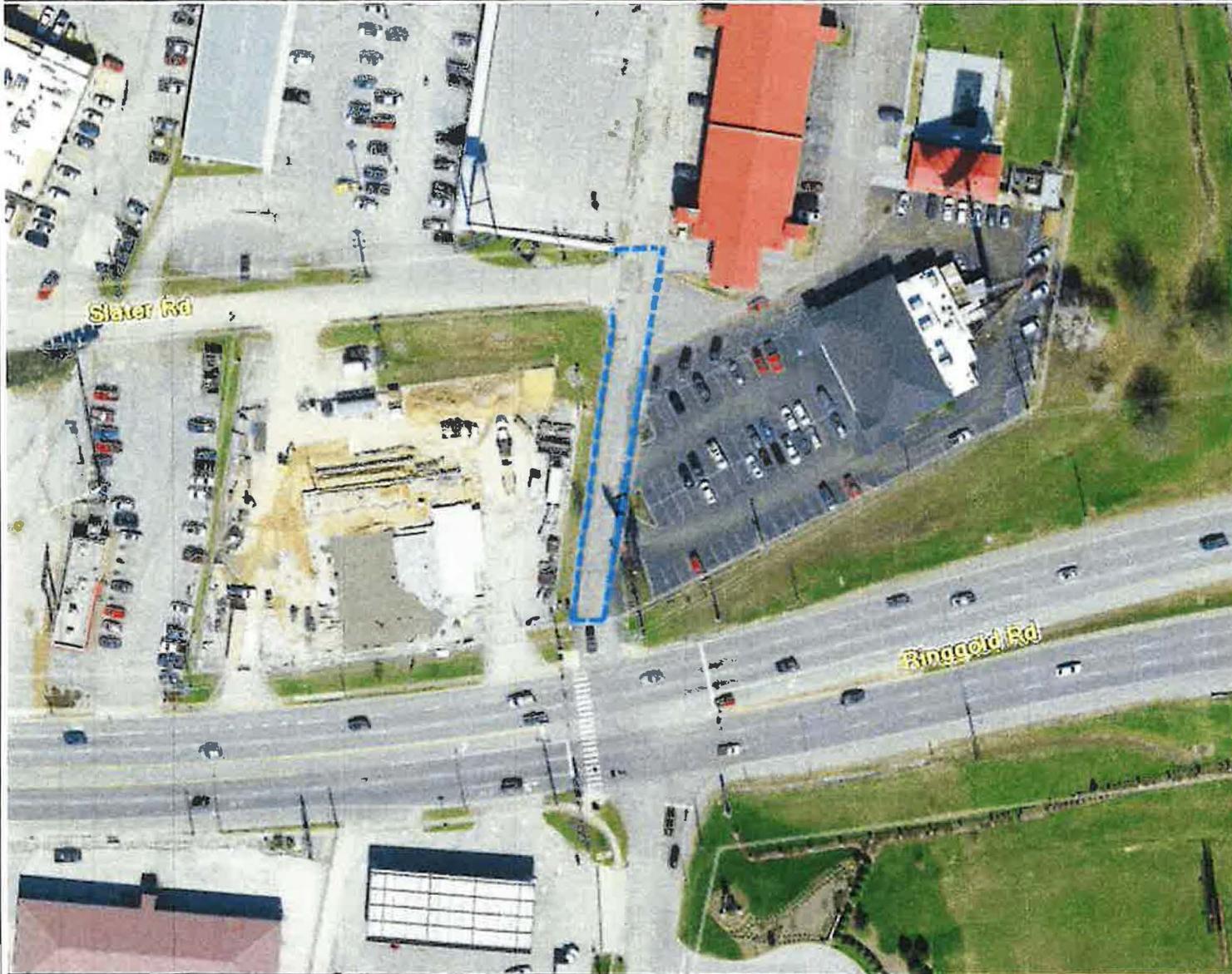
The foregoing instrument was acknowledged and signed before me this ____ day of _____, 2022, by _____, as the authorized representative for JSK GP, a Tennessee general partnership.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT 1

GISMO 5



Legend
Parcels

0 100.00 200.0 Feet

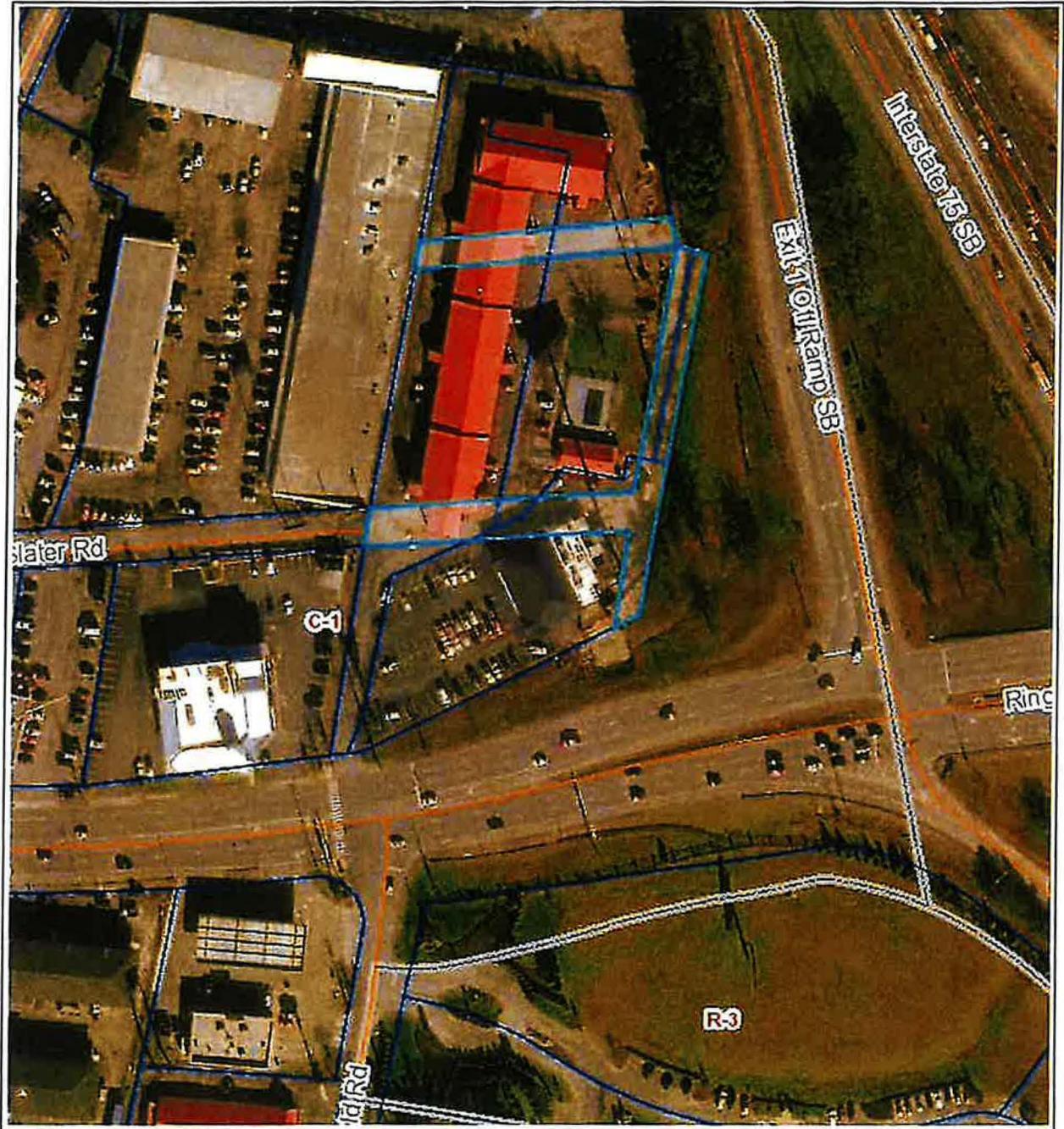
NAD_1983_StatePlane_Tennessee_FIPS_4100_Feet
© Latitude Geographics Group Ltd.



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

EXHIBIT B

MR 2022-0127 Abandonment



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

CASE NUMBER: MR2022-127

PROPERTY OWNER: Glen Meadows & JSK GP

APPLICANT: Glen Meadows

JURISDICTION: East Ridge

PROPERTY ADDRESS: 6521, 6519, & 6517 Ringgold Rd

TAX MAP PARCEL ID: 169L-L-004.01, 169L-L-004.02, 169L-L-004

SUMMARY OF REQUEST: Requesting the abandonment of three right-of-ways: McDonald Road, Slater Road and an unnamed road (see ordinance 173).

PROPERTY DESCRIPTION

ROAD STATUS
Unopened

IMPROVEMENT STATUS
Partially improved with parking lot

R.O.W DIMENSIONS
McDonald Rd: 30' x 400.65', Slater Rd: 40' x 271.9' & unnamed Rd: 30' x 510'

LOCATION
McDonald Rd: beginning at the I-75 ramp exit and extending North along the West line of the I-75 right-of-way fence for 400.65'

NATURAL RESOURCES
A portion of the R-O-W is in the 500-year floodplain.

PRESENCE OF UTILITIES
WWTA line is located in the Slater Rd R-O-W

Slater Rd: beginning at the West line of McDonald Rd and extending Westwardly 271.9'

Unnamed Rd: 510' North of Ringgold Rd beginning at the West line of McDonald Rd and extending West some 320'

ZONING, REGULATIONS & POLICIES

- ZONING HISTORY**
- The adjacent property is zoned **C-1 Commercial District**.
 - The R-O-W's were closed by the East Ridge City Council in 1972 by Ordinance 173 subject to existing sewer easements (Case 1972-219).

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

DISCUSSION OF STAFF RECOMMENDATION

Yes No See Comments

THE R-O-W PROVIDES EXISTING OR POTENTIAL SERVICE OR ACCESS TO ADJACENT PROPERTIES

The R-O-W's are located internal to a site and do not provide connectivity to other streets. There are some utilities lines in the R-O-W so staff recommends a condition to retain any utility easements.

Yes No See Comments

THE CLOSURE WILL NOT LAND-LOCK ANY PROPERTY

The adjacent properties have frontage and access on Ringgold Rd and a portion of Slater Rd that is not proposed to be closed.

Yes No See Comments

TOPOGRAPHY, GRADE OR OTHER NATURAL RESOURCES ON SITE

A portion of the R-O-W's are located in the 500-year floodplain.



Closure/Abandonment Application Form

CASE NUMBER:		Date Submitted:	
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist, if needed</i>			
1 Applicant Request (Mandatory Referral per TCA 13-4-104)			
Closure/Abandonment	Alley	<input checked="" type="checkbox"/>	Street
	Open	<input checked="" type="checkbox"/>	Unopened
			Other
			Improved <input checked="" type="checkbox"/> Unimproved
2 Property Information			
Closure area See Attached Ordinance		Length/Width: McDonald Rd - 30' x 400.65', Slater Rd - 40' x 271.9', Unnamed Rd - 30' x 510'	
		Beginning: see ordinance	Ending: see ordinance
Block ranges of closure: 6500 block Ringgold Rd & I-75 ext 1 off-ramp		Tax map parcels: 169L-L-004.01, 169L-L-004.02, 169L-L-004	
3 Proposed Development			
Reason for Request and/or Proposed Use:		East Ridge is requiring application submittal	
4 Site Characteristics			
Current Zoning:		C-1	
Current Use:		Restaurant, antique mall & hotel	
5 Applicant Information			
Name: Glen Meadows			
Address (street, city state, zip): 6521 Ringgold Rd Chattanooga, TN 37412			
Phone:		Email:	
Primary Contact (if different than applicant information):			
Address (street, city state, zip):			
Phone:		Email:	
<input checked="" type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.			
6 Property Owner Information Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name:			
Address (street, city state, zip):			
Phone:		Email:	
7 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: Glen Meadows		Digitally signed by Glen Meadows Date: 2022.04.13 14:33:18 -04'00' Date: 4/13/22	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan
<input checked="" type="checkbox"/>	Property Cards		Deeds
<input checked="" type="checkbox"/>	Application Fee:		Cash
<input checked="" type="checkbox"/>	Notice signs	<input checked="" type="checkbox"/>	Credit
			Check
		Number of notice signs:	
Municipality:		Planning District:	
County Commission District:		Neighborhood:	
City Council District:		PC meeting date:	
Application processed by:		Staff Recommendation :	
PC Action/Date:		Legislative Action/Date/Ordinance:	



Closure/Abandonment Application Form

CASE NUMBER: MR2021-127 Date Submitted: 4-13-22

Sections 1-7 below to be filled out by Applicant- RPA staff will assist, if needed

1 Applicant Request (Mandatory Referral per TCA 13-4-104)

Closure/Abandonment	Alley	<input checked="" type="checkbox"/>	Street	<input type="checkbox"/>	Other	<input type="checkbox"/>
	Open	<input checked="" type="checkbox"/>	Unopened	<input type="checkbox"/>	Improved	<input checked="" type="checkbox"/>
					Unimproved	<input type="checkbox"/>

2 Property Information

Closure area 12,019 sf Length/Width: 30' x 400.65' ^① - McDonald Rd ^② Slater Rd ^③ unnamed Rd
 Beginning: 1-75 ramp exit, extending north along the west line of 1-75 ROW Ending: west line of 1-75 ROW fence for 400.65'

Block ranges of closure: 8500 block Ringgold Rd & I-75 exit 1 off-ramp Tax map parcels: 169L-L-004 01 & 169L-L-004 02

3 Proposed Development see ord. 173 (case 1972-219)

Reason for Request and/or Proposed Use: Contingent upon sale of property, East Ridge is requiring application submittal

4 Site Characteristics

Current Zoning: C-1
 Current Use: Restaurant hotel - antique mall

5 Applicant Information

Name: Glen Meadows
 Address (street, city state, zip): 6521 Ringgold Rd Chattanooga, TN 37412

Phone: Email: l

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.

6 Property Owner information Only fill out this section if applicant is not the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.

Name:
 Address (street, city state, zip):

Phone: Email:

7 Applicant Signature and Consent

By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.

Signature: [Signature] Date: 4-13-2022

Office Use Only:

Checklist

<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization
<input checked="" type="checkbox"/> Property Cards	<input type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats
<input checked="" type="checkbox"/> Application Fee:	<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Credit
<input checked="" type="checkbox"/> Notice signs	Number of notice signs:	
Municipality:	Planning District:	Neighborhood:
County Commission District:	City Council District:	
PC meeting date:	Application processed by:	
Staff Recommendation :	PC Action/Date:	Legislative Action/Date/Ordinance:

MR 2022-0127 Abandonment



MAPCO EXPRESS INC
169L M 018
C/O K E ANDREWS
ROCKWALL TX 75087

✓ CHEN C H
169L L 003.01
1227 SUNSET DR
SIGNAL MTN TN 37377

COLLIS FOODS INC
169L L 006
1021 CAMBRIDGE SQUARE
ALPHARETTA GA 30009

JSK GP
169L L 004.02
6519 RINGGOLD RD
CHATTANOOGA TN 37412

✓ CHAMPION SETH R
169L L 005
2674 BRENON WOOD LN
SIGNAL MOUNTAIN TN 37377

6510 RINGGOLD ROAD CORP
169L M 017.01
6510 RINGGOLD RD
CHATTANOOGA TN 37412

EAST RIDGE SNF REAL ESTATE
170P A 018.01
3570 KEITH ST NW
CLEVELAND TN 37312

MEADOWS GLEN E & SHARON M ✓
169L L 004.01
6521 RINGGOLD RD
CHATTANOOGA TN 37412

EAST RIDGE ALF REAL ESTATE
169M M 010
3570 KEITH ST NW
CLEVELAND TN 37312

JSK GP ✓
169L L 004
6519 RINGGOLD RD
CHATTANOOGA TN 37412

Lodge of Chatt, LLC
400 Galleria Parkway
Suite 1140
Atlanta 30339

Properties within 300 square feet that have
been notified by mail.



Thursday, April 28, 2022, 11:03:51 AM



Thursday, April 28, 2022 11:13:43 AM



Thursday, April 28, 2022, 11:15:51 AM

ORDINANCE NO. 1169

**AN ORDINANCE OF THE CITY OF EAST RIDGE, TENNESSEE, MAKING AND
FIXING THE ANNUAL APPROPRIATIONS OF THE SEVERAL DEPARTMENTS
OF THE CITY FOR THE FISCAL YEAR, BEGINNING JULY 1, 2022 AND ENDING
JUNE 30, 2023**

BE IT ORDAINED BY THE CITY OF EAST RIDGE, TENNESSEE, AS FOLLOWS:

SECTION 1. Along with the noted amounts for FY 2021 and FY 2022 shown in accordance with TCA 6-56-203, the following appropriations for the fiscal year beginning July 1, 2022 and ending June 30, 2023 are hereby made for the use of the several departments to the City of East Ridge, Tennessee, in the amounts, to wit:

	FY 2021	FY 2022	FY 2023
	ACTUAL	FORECAST	REQUEST
<u>GENERAL FUND</u>			
<u>REVENUES</u>			
Local Taxes	12,559,605	15,659,539	15,404,299
Licenses and Permits	535,495	619,662	539,850
Intergovernmental Revenue	2,965,932	5,972,365	6,067,344
Other Revenue	1,312,202	2,321,797	1,388,596
Contribution Fr. Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL REVENUES	17,373,234	24,573,363	23,400,089

EXPENDITURES

General Government:

Administration	933,320	974,105	1,159,036
Mayor and Council	96,016	120,574	124,099
Judicial	307,396	317,767	426,536
City Attorney	118,811	122,600	122,075
General Government	1,038,053	1,152,248	1,137,661
City Hall Complex	39,551	47,217	43,103
Library	209,076	238,473	281,016
History Museum	399	240	400
Grants	17,000	0	0
Codes/Planning	548,036	633,386	669,033
Animal Services	230,710	263,783	352,642

Economic/Community
Development

<i>Community Dev. Programs</i>	<i>12,068</i>	<i>4,298</i>	<i>5,000</i>
<i>Economic Development</i>	<i>2,839,133</i>	<i>2,567,240</i>	<i>3,518,915</i>
TOTAL	2,851,201	2,571,538	3,523,915

Public Safety:

Police Department

<i>Administration</i>	1,671,616	2,042,907	2,278,227
<i>Criminal Investigations (CID)</i>	707,388	711,791	797,124
<i>Patrol</i>	2,358,115	2,510,068	2,488,872
<i>Traffic</i>	<u>133,421</u>	<u>144,075</u>	<u>321,204</u>
TOTAL	4,870,540	5,408,841	5,885,427

Fire Department

<i>Fire</i>	<u>2,348,282</u>	<u>2,923,992</u>	<u>2,822,096</u>
TOTAL	2,348,282	2,923,992	2,822,096

Public Service:

Parks & Recreation

<i>General Recreation</i>	901,880	835,156	898,298
<i>Arena</i>	232,411	191,286	241,853
<i>Community Center</i>	138,687	122,830	237,504
<i>McBrien Complex</i>	16,620	56,039	11,000
<i>Soccer- Recreation</i>	26,274	52,849	52,900
<i>Soccer- Indoor</i>	47,130	62,675	64,750
<i>Baseball/Softball</i>	68,664	57,291	59,400
<i>Football/Cheerleading</i>	4,933	10,785	10,450
<i>Adult Softball</i>	30,249	34,996	34,200
<i>Basketball</i>	12,753	16,562	14,750
<i>Adult Basketball</i>	<u>3,210</u>	<u>7,913</u>	<u>0</u>
TOTAL	1,482,811	1,448,382	1,625,105

Other General Government:

Public Works

<i>Building Maintenance</i>	237,598	253,039	337,552
<i>Streets</i>	373,055	638,228	526,543
<i>Garage and Transfer Station</i>	9,159	9,310	9,300
<i>Traffic Control</i>	<u>255,972</u>	<u>273,298</u>	<u>340,053</u>
TOTAL	875,784	1,173,875	1,213,448

Transfer Out Debt Service	117,020	600,000	497,305
Transfer Out Capital Projects Fund	646,000	2,667,342	375,000
Transfer Out ARPA Fund	0	3,142,192	3,142,192

TOTAL EXPENDITURES 16,730,006 23,806,555 23,400,089

TOTAL REVENUES 17,373,234 24,573,363 23,400,089

VARIANCE 643,228 766,807 0

SPECIAL REVENUE FUNDS

State Street Aid Fund			
Revenue	754,107	395,517	1,887,040
Expenditure	411,900	143,968	1,887,040
<i>VARIANCE</i>	<i>342,207</i>	<i>251,549</i>	<i>0</i>
Grant Fund			
Revenue	564,558	9,877	43,500
Expenditure	523,202	337,667	43,500
<i>VARIANCE</i>	<i>41,356</i>	<i>(327,790)</i>	<i>0</i>
Drug Fund			
Revenue	43,031	54,443	65,000
Expenditure	70,186	75,495	65,000
<i>VARIANCE</i>	<i>(27,155)</i>	<i>(21,052)</i>	<i>0</i>
Economic Development Fund			
Revenue	2,748,426	2,523,481	3,292,915
Expenditure	2,469,396	2,697,742	3,292,915
<i>VARIANCE</i>	<i>279,030</i>	<i>(174,261)</i>	<i>0</i>
Solid Waste Fund			
<u>REVENUE BUDGET</u>			
Sanitation Charges	1,514,880	1,411,808	1,522,618
Other	21,387	14,881	22,100
<i>TOTAL REVENUES</i>	<i>1,536,267</i>	<i>1,426,689</i>	<i>1,544,718</i>
<u>EXPENDITURE BUDGET</u>			
Solid Waste Expenses	1,329,280	1,223,299	1,544,718
<i>TOTAL EXPENDITURES</i>	<i>1,329,280</i>	<i>1,223,299</i>	<i>1,544,718</i>
<i>VARIANCE</i>	<i>206,987</i>	<i>203,390</i>	<i>0</i>
Debt Service Fund			
Revenue	1,473,621	317,526	1,371,975
Expenditure	1,200,203	458,161	1,533,149
<i>VARIANCE</i>	<i>273,418</i>	<i>(140,635)</i>	<i>(161,174)</i>
Capital Projects Fund			
Revenue	1,824,028	2,602,718	2,763,341
Expenditure	1,316,268	2,602,718	2,763,341
<i>VARIANCE</i>	<i>507,760</i>	<i>0</i>	<i>0</i>
ARPA Fund			
Revenue	0	3,142,192	3,142,192
Expenditure	0	3,142,192	3,142,192
<i>VARIANCE</i>	<i>0</i>	<i>0</i>	<i>0</i>

SECTION 2. The Governing Body recognizes that the municipality has bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Redemption	Interest Requirements	Debt Authorized and Unissued	Condition of Sinking Fund
Bonds	\$949,000	\$345,165	N/A	N/A
Notes	\$224,079	\$14,905	N/A	N/A
Capital Leases	\$30,000	\$ -	N/A	N/A
Other Debt	\$ -	\$ -	N/A	N/A

SECTION 3. During the coming fiscal year the Governing Body has planned capital projects and proposed funding as follows:

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Debt
Capital Projects Fund 311	\$2,763,341	\$0

SECTION 4. The City Manager is hereby authorized to transfer funds between line items within the department budget as he may deem necessary provided that the amount transferred is not needed in the categories for which they are originally appropriated. Any transfer of appropriations between Departments shall be made only upon the authorization by ordinance of the City Council.

SECTION 5. At the end of the fiscal year which is fixed as June 30, the Director of Finance is hereby authorized to transfer funds as necessary in order that budgeted appropriations not be exceeded in each Department and that the transfer of funds shall not result in an increase in the total Fiscal Year 2022 budget.

SECTION 6. When any obligation has been incurred by order, contract, agreement to purchase, hire, receive or otherwise obtain anything of value for the use of the City by the joint action of the respective Department Directors, a liability shall be construed to have been created against the appropriation of the Department affected and the respective Department Directors in charge and other persons are prohibited from incurring liabilities in excess of the amount appropriated for each budget of each Department, the totals of which are set out herein, and of additional amounts which may hereafter be authorized by the City Council.

SECTION 7. The Municipal Budget for the fiscal year July 1, 2022 to June 30, 2023, a copy of which is attached hereto as Exhibit A., is hereby adopted and made a part of this Ordinance as fully and completely as though specifically copied herein.

SECTION 8. This Ordinance shall take effect from and after the date of its final passage, the public welfare of the City requiring it.

SECTION 9. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Passed first
reading _____

Passed second
reading _____

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

ORDINANCE NO. 1170

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO PROVIDE FOR THE GENERAL REVENUE THEREOF FOR THE FISCAL YEAR 2022 – 2023 TO BE KNOWN AS THE GENERAL REVENUE ORDINANCE FOR SAID YEAR

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AS FOLLOWS:

SECTION 1. That there be and there is hereby levied upon all real property in the City of East Ridge pursuant to TCA 67-5-101 et sec., a tax calculated upon the following rate for each \$100 of assessed valuation and there is hereby levied upon all taxable personal property a tax calculated upon the following rate for each \$100 of assessed valuation. This rate is for real and personal taxable property in the City of East Ridge, Tennessee, as of January 1, 2022 for the fiscal year July 1, 2022 through June 30, 2023, as follows:

“General Fund Tax”	\$1.2500
Total Tax	\$1.2500

SECTION 2. This Ordinance shall be known as the General Revenue Ordinance for the Fiscal Year 2022 – 2023 and shall take effect from and after the date of its final passage, the public welfare of the City of East Ridge, Tennessee, requiring it.

SECTION 3. All Ordinance or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4. Every section, sentence, clause, and phrase of this Ordinance is separable and severable. Should any section, sentence, clause, or phrase be declared unconstitutional or invalid by a court of competent jurisdiction, said unconstitutionality or invalidity shall not effect or impair any other section, sentence, clause, or phrase.

Passed 1st reading _____, 20__

Passed 2nd reading _____, 20__

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



City of East Ridge

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

Finance Department
Diane Qualls, Director

ORDINANCE NO. 1171

MEMO

TO: Mayor, Council and City Manager

FROM: Diane Qualls, CMFO

DATE: 06/06/2022

RE: Budget Amendment

The final budget amendment includes various departments in the General Fund, some due to unexpected expenditures as the cost of fuel, etc. The other funds that have been amended are the Drug Fund and the Capital Projects Fund. The amendment is used to clean up the budget before year end.

This year we were able to process most of the purchases as they arose.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

ORDINANCE NO. 1171

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 VARIOUS FUNDS

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 various funds; and

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

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

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

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

General Fund	Budget	Amendment	Final
Revenues			
Local Option	2,908,786	293,700	3,202,486
Inc. State Sales Tax	3,777,683	317,000	4,094,683
Total Budget (Amended)	22,731,414	610,700	23,342,114
Expenditures			
Gen. Government	1,074,315	220,700	1,295,015
Municipal Court	348,016	50,000	398,016
City Hall Complex	43,103	5,000	48,103
Police Admin	2,102,732	100,000	2,202,732
Police – CID	824,703	50,000	874,703
Police – Patrol	2,551,393	100,000	2,651,393
Police – Traffic	155,990	50,000	205,990
Brush Pit/Fleet Services	7,600	5,000	12,600
Economic Development	2,579,468	30,000	2,609,468
Total Budget (Amended)	22,731,414	610,700	23,342,114

Drug Fund	Budget	Amendment	Final
Revenues			
Drug Related Fines	20,000	20,000	40,000
Total Budget (Amended)	100,000	20,000	120,000
Expenditures			
Machinery & Equipment	50,000	20,000	70,000
Total Budget (Amended)	100,000	20,000	120,000

Capital Projects Fund	Budget	Amendment	Final
Revenues			
Use of Fund Balance	183,329	405,720	589,049
Total Budget (Amended)	4,310,109	405,720	4,715,829
Expenditures			
Admin	0	100	100
North Mack Smith Project	50,000	331,605	381,605
Resurfacing Projects	156,968	74,015	230,983
Total Budget (Amended)	4,310,109	405,720	4,715,829

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



EAST RIDGE POLICE DEPARTMENT

4214 Ringgold Road ♦ East Ridge, TN 37412

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

**Stan Allen
Acting Chief of Police**

RESOLUTION NO. 3280

AGENDA MEMORANDUM

TO: Mayor and City Council - City Manager

FROM: Chief Stan Allen

SUBJECT: Fleet Maintenance Agreements

DATE: June 1, 2022

Our current vehicle maintenance contract expires June 30, 2022. A new request for proposal for fleet maintenance for city vehicles was sent out on May 2, 2022 and four (4) proposals were received as follows:

- East Ridge Auto Electric
- East Ridge Fast Lube
- State Line Auto Service
- Trantham's Service Center

After the proposals were received and reviewed, staff recommends the proposal from East Ridge Fast Lube for preventative maintenance, oil changes, and tires, and East Ridge Auto Electric to perform all other maintenance and repairs. The maintenance agreements will be for a one-year term with the option to extend the agreements for an additional two years.

RESOLUTION NO. 3280

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AGREEMENTS WITH EAST RIDGE FAST LUBE AND EAST RIDGE AUTO ELECTRIC FOR FLEET MAINTENANCE AND REPAIR SERVICES FOR THE CITY'S FLEET OF VEHICLES

WHEREAS, the City of East Ridge advertised a Request for Proposals seeking to obtain the services of qualified contractors to provide fleet maintenance and repair services for the City's fleet of vehicles; and

WHEREAS, the City received four (4) proposals from the following:

- East Ridge Auto Electric
- East Ridge Fast Lube
- State Line Auto Service
- Trantham's Service Center

WHEREAS, after reviewing the proposals, staff recommends approval of East Ridge Fast Lube for preventative maintenance, oil changes, and tires, and East Ridge Auto Electric to perform all other maintenance and repairs.

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 an agreement with East Ridge Fast Lube for preventative maintenance, oil changes, and tires, and East Ridge Auto Electric to perform all other maintenance and repairs.

BE IT FURTHER RESOLVED that the agreements will be for a term of one year with an option to extend them for an additional two years.

BE IT FURTHER AND FINALLY 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 C
PROPOSAL FORMS**

I. MANAGEMENT INFORMATION

Proposers and their subcontractor must have prior successful experience performing maintenance and repair services on automobiles, trucks and other vehicles, must be licensed to conduct business in the State of Tennessee and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

Please supply the information requested below. Attach additional sheets, if necessary, to provide required information.

1. SHOP PROFILE

SHOP NAME: East Ridge Auto Electric

NAME OF SHOP OWNER(S): Buddy Broome

SHOP ADDRESS: 4003 Ringgold Rd.

PHONE NUMBER: 423.629.7951

FAX NUMBER: 423.698.7871

EMAIL: Jbroome44@gmail.com

NUMBER OF YEARS IN BUSINESS: 74 years

AUTOMOTIVE REPAIR DEALER LICENSE NO.: _____

2. PROXIMITY TO DEPARTMENT 1/2 MILES.

3. NAME OF SHOP MANAGER(S): Jeremy Broome

4. ASSIGNED CONTACT/SERVICE REPRESENTATIVE:

Name: Jeremy Broome

Title/Duties: Shop Manager / Technician

E-mail: _____

Years with Proposer: 20+ years -

Qualifications: Technicians have 20+ years experience

5. Emergency Contact (365 days/year; 24 hours): _____
423.629.0253

East Ridge Auto Electric

6. Operating Hours – The Proposer shall be currently operating out of a commercial facility, which is open and accessible to department personnel, without prior notice during normal business hours. Facilities shall be available for vehicle service between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (excluding holidays).

II. REFERENCES AND QUALIFICATIONS

1. Describe your shop's experience providing vehicle maintenance services including the number of years in business, and type of services provided.

All services except major motor work -

74 years in business -

Electrical, brakes, leaks, tires, oil changes, towing + diagnostics

2. Approximately what percent of your shop work is currently derived from fleet business? 35 %

3. Has your shop ever been a subject of Better Business Bureau action?
Yes No Describe:

4. Are you currently or have you ever previously provided repair services to other government entities? Yes No

If yes, please list the entity names, contract person and phone number:

City of Chattanooga Housing Authority

City of Chickamauga Police Dept.

5. Briefly describe your interest in servicing the department's fleet (see attached list of vehicles) and what factors make you the best candidate in your opinion.

1. Providing service & safety for the City of East Ridge, employees & citizens.
& Exquisite reputation with city employees & citizens.
2. Towing service
3. Priority service
4. Communication

COST AND CONDITIONS

East Ridge Auto Electric

Services / Costs	Police Patrol Vehicles (gasoline)		4X4 Trucks & Utility Vehicles (diesel)		Passenger Veh & Light Trucks (gasoline)	
	Labor Hrs	Material Cost	Labor Hrs	Material Cost	Labor Hrs	Material Cost
Scheduled Preventive Maintenance:						
Service A: 5000 miles	1		2		1	
Service B: 10000 miles	1		2		1	
Service C: 15000 miles	2		3		2	
Cost of hourly rate (not included in Service A, B, C)	\$ 75	-----	\$ 75	-----	\$ 75	-----
Replacement dealer parts (not included in Service A, B, C)	-----	10 %	-----	10 %	-----	10 %
Replacement non-dealer parts (not included in Service A, B, A)		10-20%		10-20%		10-20%

Conditions:

- Prices for the services listed above must include all labor and material needed to complete the services specified.
- Prices proposed in this section are firm fixed prices for the initial period of the contract (one year).
- All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case- by-case basis. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals.
- For police patrol vehicles all parts are to be OEM Heavy Duty Police Pursuit Vehicles parts.
- Service reminder sticker is required with each service.
- Provide break down of labor hours for each periodic repair item and indicate any exceptions, if applicable. Labor hours shall be repair time, not factory time.
- Unless otherwise specified and/or-agreed to, all services performed will be free from defects in material and workmanship and will be warranted for a minimum of 120 days or 4000 miles, or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance.

**EXHIBIT C
PROPOSAL FORMS**

I. MANAGEMENT INFORMATION

Proposers and their subcontractor must have prior successful experience performing maintenance and repair services on automobiles, trucks and other vehicles, must be licensed to conduct business in the State of Tennessee and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

Please supply the information requested below. Attach additional sheets, if necessary, to provide required information.

1. SHOP PROFILE

SHOP NAME: East Ridge Fast Lube
NAME OF SHOP OWNER(S): Chris Grant
SHOP ADDRESS: 3208 Ringgold Rd. East Ridge TN 37412
PHONE NUMBER: (423) 629-1400
FAX NUMBER: (423) 622-0545
EMAIL: EastRidgeFastLube@yahoo.com
NUMBER OF YEARS IN BUSINESS: 34
AUTOMOTIVE REPAIR DEALER LICENSE NO.: 010 3549966

2. PROXIMITY TO DEPARTMENT 2 MILES.

3. NAME OF SHOP MANAGER(S): Lon Warr ; Daniel Tidwell

4. ASSIGNED CONTACT/SERVICE REPRESENTATIVE:

Name: Chris Grant

Title/Duties: Owner

E-mail: eastridgefastlube@yahoo.com

Years with Proposer: 20

Qualifications: We work with over 100 Fleet Companies.

5. Emergency Contact (365 days/year; 24 hours): _____

East Ridge Fast Lube

6. Operating Hours – The Proposer shall be currently operating out of a commercial facility, which is open and accessible to department personnel, without prior notice during normal business hours. Facilities shall be available for vehicle service between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (excluding holidays).

II. REFERENCES AND QUALIFICATIONS

1. Describe your shop's experience providing vehicle maintenance services including the number of years in business, and type of services provided.
For 34 years we have offered general automotive repair, oil changes, light bulbs, wipers, brakes, tires, alignments, batteries, steering, suspension and cooling system repair, A/C for big fleets and others
2. Approximately what percent of your shop work is currently derived from fleet business? 40%
3. Has your shop ever been a subject of Better Business Bureau action?
Yes No Describe:

4. Are you currently or have you ever previously provided repair services to other government entities? Yes No

If yes, please list the entity names, contract person and phone number:

City of Chattanooga - Gary Franks (423) 643-5550

TVA-

TN Highway Patrol

FBI

5. Briefly describe your interest in servicing the department's fleet (see attached list of vehicles) and what factors make you the best candidate in your opinion.

Fast dependable service for over 34 years.

We have the Firestone Contract for the City of East Ridge. We have a similar Contract with the City of Chattanooga.

COST AND CONDITIONS

East Ridge Fast Lube

Services / Costs	Police Patrol Vehicles (gasoline)		4X4 Trucks & Utility Vehicles (diesel)		Passenger Veh & Light Trucks (gasoline)	
	Labor Hrs	Material Cost	Labor Hrs	Material Cost	Labor Hrs	Material Cost
Scheduled Preventive Maintenance:						
Service A: 5000 miles	45				45	
Service B: 10000 miles	65				65	
Service C: 15000 miles	75				75	
Cost of hourly rate (not included in Service A, B, C)	\$ 85	---	\$ 85	---	\$ 85	---
Replacement dealer parts (not included in Service A, B, C)	-----	20 %	-----	20 %	-----	20 %
Replacement non-dealer parts (not included in Service A, B, A)		20 %		20 %		20 %

Conditions:

1. Prices for the services listed above must include all labor and material needed to complete the services specified.
2. Prices proposed in this section are firm fixed prices for the initial period of the contract (one year).
3. All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case- by-case basis. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals.
4. For police patrol vehicles all parts are to be OEM Heavy Duty Police Pursuit Vehicles parts.
5. Service reminder sticker is required with each service.
6. Provide break down of labor hours for each periodic repair item and indicate any exceptions, if applicable. Labor hours shall be repair time, not factory time.
7. Unless otherwise specified and/or agreed to, all services performed will be free from defects in material and workmanship and will be warranted for a minimum of 120 days or 4000 miles, or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance.

**EXHIBIT C
PROPOSAL FORMS**

I. MANAGEMENT INFORMATION

Proposers and their subcontractor must have prior successful experience performing maintenance and repair services on automobiles, trucks and other vehicles, must be licensed to conduct business in the State of Tennessee and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

Please supply the information requested below. Attach additional sheets, if necessary, to provide required information.

1. SHOP PROFILE

SHOP NAME: State Line Auto Service

NAME OF SHOP OWNER(S): Austin Memmer

SHOP ADDRESS: 1416 Saint Thomas Street

PHONE NUMBER: 423-497-5415

FAX NUMBER: 423-497-5417

EMAIL: service@statelineautotn.com

NUMBER OF YEARS IN BUSINESS: 2 years

AUTOMOTIVE REPAIR DEALER LICENSE NO.: _____

2. PROXIMITY TO DEPARTMENT 3.1 MILES.

3. NAME OF SHOP MANAGER(S): John Memmer

4. ASSIGNED CONTACT/SERVICE REPRESENTATIVE:

Name: John Memmer

Title/Duties: Manager/Shop Foreman

E-mail: john@statelineautotn.com

Years with Proposer: 2 years

Qualifications: Technicians have over 20 years of experience

5. Emergency Contact (365 days/year; 24 hours): _____

State Line Auto Service

6. Operating Hours – The Proposer shall be currently operating out of a commercial facility, which is open and accessible to department personnel, without prior notice during normal business hours. Facilities shall be available for vehicle service between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (excluding holidays).

II. REFERENCES AND QUALIFICATIONS

1. Describe your shop's experience providing vehicle maintenance services including the number of years in business, and type of services provided.

We currently provide any service needed to all makes and models of cars and light duty trucks including, electrical, brakes, tires, leaks, diagnostic testing, oil services, and towing.

We have been in business for 2 years and our owners have been in the automotive field for over 20 years.

2. Approximately what percent of your shop work is currently derived from fleet business? 18 %

3. Has your shop ever been a subject of Better Business Bureau action?
Yes No Describe:

NO

4. Are you currently or have you ever previously provided repair services to other government entities? Yes No
No, but we are hoping to start with you!

If yes, please list the entity names, contract person and phone number:

5. Briefly describe your interest in servicing the department's fleet (see attached list of vehicles) and what factors make you the best candidate in your opinion.

We are a woman owned business and we feel that we provide the highest level of service and customer care in our area. We pride ourselves in our customer retention rate and ability to over deliver. Service and Safety in a timely manner are our goals on each and every job we perform.

Towing Services

Commercial Fleet Maintenance Customers
State Line Auto Service

Croxall Construction
Mike Croxall -

Lookout Limousine
Charlie Wade -

True Shine
Isaac Parker -

COST AND CONDITIONS

State Line Auto Service

Services / Costs	Police Patrol Vehicles (gasoline)		4X4 Trucks & Utility Vehicles (diesel)		Passenger Veh & Light Trucks (gasoline)	
	Labor Hrs	Material Cost	Labor Hrs	Material Cost	Labor Hrs	Material Cost
Scheduled Preventive Maintenance:						
Service A: 5000 miles	.8	?	1.8	?	.8	?
Service B: 10000 miles	.8		1.8		.8	
Service C: 15000 miles	1.8		2.8		1.8	
Material cost will vary vehicle to vehicle						
Cost of hourly rate (not included in Service A, B, C)	\$ 85	_____	\$ 85	_____	\$ 85	_____
Replacement dealer parts (not included in Service A, B, C)	_____	10-20 %	_____	10-20 %	_____	10-20 %
Replacement non-dealer parts (not included in Service A, B, A)		10-20 %		10-20 %		10-20 %

Conditions:

- Prices for the services listed above must include all labor and material needed to complete the services specified.
- Prices proposed in this section are firm fixed prices for the initial period of the contract (one year).
- All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case- by-case basis. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals.
- For police patrol vehicles all parts are to be OEM Heavy Duty Police Pursuit Vehicles parts.
- Service reminder sticker is required with each service.
- Provide break down of labor hours for each periodic repair item and indicate any exceptions, if applicable. Labor hours shall be repair time, not factory time.
- Unless otherwise specified and/or agreed to, all services performed will be free from defects in material and workmanship and will be warranted for a minimum of 120 days or 4000 miles, or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance.

**EXHIBIT C
PROPOSAL FORMS**

I. MANAGEMENT INFORMATION

Proposers and their subcontractor must have prior successful experience performing maintenance and repair services on automobiles, trucks and other vehicles, must be licensed to conduct business in the State of Tennessee and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

Please supply the information requested below. Attach additional sheets, if necessary, to provide required information.

1. SHOP PROFILE

SHOP NAME: Trantham's Service Center

NAME OF SHOP OWNER(S): AL Trantham

SHOP ADDRESS: 6733 Ringgold Rd

PHONE NUMBER: 423-899-4292

FAX NUMBER: 423-899-4221

EMAIL: Tranthamsservicecenter@Comcast.net

NUMBER OF YEARS IN BUSINESS: at this location 34 yrs / 54 Total in E.R.

AUTOMOTIVE REPAIR DEALER LICENSE NO.: 1000395471

2. PROXIMITY TO DEPARTMENT 3 MILES.

3. NAME OF SHOP MANAGER(S): DEWayne Trantham

4. ASSIGNED CONTACT/SERVICE REPRESENTATIVE:

Name: Amy Jones / Cher' Trantham

Title/Duties: SECRETARY

E-mail: Tranthamsservicecenter@Comcast.NET

Years with Proposer: _____

Qualifications: _____

5. Emergency Contact (365 days/year; 24 hours): 423-899-4292

Trantham's Service Center
& Wrecker Service
6733-A Ringgold Rd
East Ridge, Tn 37412
Contact: DeWayne Trantham

RFP Fleet Maintenance and Repair Services

5-31-2022

References

Wingfield Scale	Joseph Wingfield
Smokey's Roofing	Mike Overall
Associated Mechanical	Gene Jones
Card Monroe	Chuck O'Rear
Water Works Plumbing	Todd Boyd
Brown Brother's Construction	Tripp Brown

Labor Rate \$85.00/hr
Diag Fee \$42.50-\$85.00/hr

Oil Changes

5qts Conventional Oil	\$35.00-\$40.00	6qts Conventional Oil	\$40.00-\$45.00
Synthetic Blend	\$45.00-\$50.00	Synthetic Blend	\$51.75-\$56.75
Full Synthetic	\$48.00-\$53.00	Full Synthetic	\$61.20-\$66.20

Note: Oil prices are subject to change

Tire Rotation

\$15.00 on 4 Wheels \$25.00 on 6 Wheels

Mount & balance Tires

\$15.00-\$20.00 per tire for passenger cars and light trucks

\$25.00-\$30.00 per tire for low profile tires

Wrecker Service

\$65.00 in ER for cars and light trucks
Calls out of ER start at \$75.00

\$75.00 in ER for 1-ton trucks under 15,000lbs
Calls over 15 miles \$4.00/mile plus \$25.00 hookup fee

Exhibit E

FLEET MAINTENANCE SERVICE AGREEMENT

This Fleet Maintenance Service Agreement (“Agreement”) is entered into, by and between the CITY OF EAST RIDGE, TENNESSEE (“CITY” herein), a municipal corporation, and, _____ (hereinafter “VENDOR”).

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: VENDOR shall perform all services described in the CITY’s Request for Proposal for Fleet Maintenance Services, issued on [insert date] (“RFP”) and VENDOR’s proposal, dated [insert date] in response to said RFP, which are incorporated herein by this reference as if fully set forth as part of this Agreement. VENDOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
2. ACCIDENT REPORTS. VENDOR shall immediately report (as soon as feasible, but not more than 24 hours) to the City Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.
3. LICENSES AND PERMITS. VENDOR represents and warrants to City that all the services shall be provided by a person or persons duly licensed by the State of Tennessee to provide the type of services to be performed under this Agreement and that VENDOR has all the permits, qualifications and approvals of whatsoever nature which are legally required for VENDOR to perform the services under this Agreement. VENDOR represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for VENDOR to perform the services under this Agreement.
4. TERM: This Agreement shall commence on [insert date] and shall continue in full force and effect until [insert date]. City shall, at its sole discretion, have the right to extend the term of this Agreement for an additional 2 years, by written notice to VENDOR. The total duration of this Agreement, including the exercise of any option under this clause, shall not exceed 5 years.

5. COMPENSATION AND PAYMENT: The amount of this Agreement shall not exceed \$ _____. Payments to VENDOR by the CITY shall be made within thirty (30) days after receipt by the CITY of VENDOR'S itemized invoice.

CITY shall pay VENDOR based on the Repair Order Content and Procedures set forth in the RFP and at the rates and charges set forth in VENDOR's proposal, dated [insert date], in response to the RFP. CITY shall have the right to perform an audit of the VENDOR'S relevant records pertaining to the charges.

6. INDEPENDENT CONTRACTOR: VENDOR shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which VENDOR performs the services required of VENDOR by the terms of this Agreement. VENDOR shall be liable for its acts and omissions, and those of its employees, subcontracts, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between CITY and VENDOR. VENDOR's officers, employees, agents or subcontractors, if any, are not entitled to participate in a pension plan, insurance, bonus or similar benefits the City of East Ridge provides its employees.
7. ASSIGNMENT/DELEGATION: The parties agree that the expertise and experience of VENDOR and any subcontractors are material considerations for this Agreement. VENDOR shall not assign or transfer any rights, duties, obligations or interest in this Agreement nor the performance of any of VENDOR'S obligations hereunder, without the prior written consent of the City Manager, or his or her designee, and any attempt by VENDOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect and a breach of this Agreement. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

8. INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, VENDOR shall protect, defend (with counsel acceptable to CITY), indemnify and hold harmless CITY, its councilmembers, officers, employees and agents (each an "Indemnified Party") from and against any and all actions, causes of actions, demands, claims, losses, expenses (including attorney's fees, experts fees, court costs and disbursements) or liability (collectively called "Actions") of any nature, including death or injury to any person, property damage or any other loss, resulting from, arising out of or in any manner related to performance or nonperformance by VENDOR, its officers, employees, agents or subcontractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party. The acceptance of VENDOR'S services by the CITY shall not operate as a waiver of such right of indemnification.

8.2 VENDOR acknowledges and agrees that it has an immediate and independent obligation to defend CITY, its councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to VENDOR by CITY and continues at all times thereafter. The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.

8.3 All of VENDOR'S obligations under this section are intended to apply to the fullest extent permitted.

9. INSURANCE REQUIREMENTS: VENDOR agrees to have and maintain and provide proof of professional liability insurance in the amount of \$1,000,000.00. A certificate of insurance shall be provided to the City at each renewal of this agreement. All policies, endorsements, certificates and/or binders shall be subject to approval by the City Attorney. These requirements are subject to amendment or waiver only if so approved in writing by the City Attorney. VENDOR shall not commence work until all insurance required hereunder has been submitted and approved. A lapse in any required amount or type of insurance coverage during this Agreement shall be a breach of this Agreement.
10. INSPECTION OF RECORDS: VENDOR shall maintain full and accurate records with respect to all matters covered under this Agreement for three (3) years from the date of final payment to VENDOR pursuant to this Agreement. During such period, CITY shall have the right to examine and audit the records and to make transcripts therefrom. CITY shall provide thirty (30) days written notice of its intent to inspect or audit any such records. Copies of such documents shall be provided to the CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available for inspection or audit at VENDOR'S address indicated for receipt of notices in this Agreement during VENDOR'S normal business hours.

Where the CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of VENDOR'S business, or closure of the local office of VENDOR'S business, the CITY may, by written request by the City Attorney require that custody of the records be given to the CITY and that the records and documents be maintained at City Hall. Access to such records and documents shall be granted to any party authorized by VENDOR, VENDOR'S representatives, or VENDOR'S successor-in-interest.

11. CONFLICT OF INTEREST: VENDOR shall at all times avoid conflicts of interest and take reasonable steps to avoid appearances of conflicts of interest in the performance of this Agreement. Without limiting the foregoing, VENDOR, including its officers, employees and subcontractors, specifically

covenants that it presently has no interest, and shall not acquire, any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. VENDOR further covenants that no one who has or will have any financial interest under this Agreement is an officer or employee of the CITY.

12. NON-DISCRIMINATION & NON-HARASSMENT: VENDOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination and non-harassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition or physical handicap. VENDOR agrees to abide by the CITY'S Policy Against Discrimination, Harassment and Retaliation as set out below and incorporated herein by reference as if fully set forth as part of this Agreement.
 - a. *It is the policy of the City of East Ridge to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFP, Part 21: related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, sex, age, disability or national origin.*
13. IRAN DIVESTMENT ACT COMPLIANCE: VENDOR shall comply with Tennessee Code Annotated, Title 12, Chapter 12 known as the Iran Divestment Act and include in the proposal the completed Iran Divestment Act Certification, attached herein as Exhibit F.
14. TERMINATION: At any time and without cause, the CITY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to the VENDOR. In the event of such termination, the CITY shall pay VENDOR for services rendered to the termination date, but no other form of compensation shall be owed.
15. DIRECTION OF WORK: VENDOR'S work shall be performed and completed under the direction of the DEPARTMENT'S Fleet Representative.
16. GOVERNING LAW: This Agreement shall in all respects be governed by the law of the State of Tennessee without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Hamilton County in the State of Tennessee, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. COMPLIANCE WITH LAWS: VENDOR shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

18. WAIVER: Waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by VENDOR shall not be deemed to be a waiver of any term or condition of this Agreement.
19. MERGER AND MODIFICATION: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to Tennessee Code of Civil Procedure and as a complete and exclusive statement of the terms of the agreement. No modification to this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
20. SEVERABILITY: Each provision of this Agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever; such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.
21. AMBIGUITY: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.
22. HEADINGS: The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
23. TIME: Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE HEREBY
ACKNOWLEDGED AND AGREED TO:

CITY OF EAST RIDGE

Brian Williams, Mayor

Date

APPROVED AS TO FORM:

Mark Litchford, City Attorney

Date

VENDOR

Name (Signature)

Date

Name (Print)

Title

Name of Company

Federal Tax ID #

Exhibit F

IRAN DIVESTMENT ACT CERTIFICATION
EFFECTIVE DATE JULY 1, 2016

Chapter No. 817 (HB0261/SB0377). “Iran Divestment Act” enacted. Amends Tennessee Code Annotated, Title 12 by adding Chapter 12, which is to be known as the “Iran Divestment Act.” The Act requires the chief procurement officer for the State, no more than 120 days after the effective date of this Act, to publish on the State’s website, using credible information freely available to the public, a list of persons determined to be engaged in investment activities with Iran. It prohibits a person identified on the list from contracting with a local government and makes any contract entered into void. It provides that after the effective date of this Act, **every bid or proposal** made to a local government for goods or services, when competitive bidding is required, **must contain the certification stated below**, subscribed and affirmed by the bidder as true under the penalty of perjury. The Act allows the certification to be submitted electronically. It prohibits a bid from being considered or an award being made if the bidder does not provide the certification below to the local government, except under limited enumerated circumstances.

I certify, under penalty of perjury, that the following statement is true:

“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to§ 12-12-106.”

Company Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

<p>STATE OF _____</p> <p>COUNTY OF _____</p> <p>On this _____ day of _____, 20____, before me personally appeared, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.</p> <p>Notary Public _____</p> <p>Print Name _____</p> <p>My Commission Expires: _____</p>
--



City of East Ridge

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

Building and Codes Department

RESOLUTION NO. 3281

MEMORANDUM

TO: Mayor, Council, and City Manager

FROM: Michael Howell – Building Official

SUBJECT: Use on Review Sign Variance – Unaddressed parcel
(Tax Map ID# 169L K 022)

DATE: June 2, 2022

Kenny Custer with Asa Engineering has submitted a sign variance request for an existing off premise multi-tenant sign, located at the corner of Ringgold Road and Mack Smith Road. Variance would increase the sign area and renovate the support base of existing sign, adding two LED displays for dual functionality.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3281

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE A CONDITIONAL USE PERMIT FOR A VARIANCE TO THE CITY'S SIGN ORDINANCE NO. 1028 FOR AN EXISTING OFF-PREMISE MULTI-TENANT SIGN LOCATED AT THE CORNER OF RINGGOLD ROAD AND MACK SMITH ROAD

WHEREAS, Kenny Custer, with Asa Engineering, has petitioned the City of East Ridge pursuant to and in conformity with the Zoning Ordinance and Regulations of the City of East Ridge and the City's Sign Ordinance, for a conditional use permit for the purpose of installing an off-premise sign located at the corner of Ringgold Road and Mack Smith Road, Tax Map # Tax Map ID# 169L K 022 ; and

WHEREAS, the variance would allow an increase in the sign area, renovate the support base, and add two (2) LED displays for dual functionality; and

WHEREAS, the City Council has determined that such use is appropriate and desirable; and

WHEREAS, the proposed variance is consistent with the plans and policies of the City, is in harmony with the general purpose and intent of the zoning ordinance and regulations and the City's off-premise sign ordinance and is compatible with the character of the adjacent properties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AS FOLLOWS:

Section 1. The City Council hereby approves a conditional use permit for a variance to the City's sign ordinance for an existing off-premise multi-tenant sign, located at the corner of Ringgold Road and Mack Smith Road, Tax Map ID# 169L K 022, which would allow an increase in the sign area, renovate the support base, and add two (2) LED displays for dual functionality.

Section 2. The passage of this Resolution is subject to the following requirements:

- A. Kenny Custer, with Asa Engineering, will comply with all applicable provisions of the zoning ordinance and sign ordinance, including any local, state, and federal requirements.

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

Janet Middleton
City Recorder

RESOLUTION NO. 3282

AGENDA MEMORANDUM

TO: Mayor and Council
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: Temporary Special Events Beer Permit – Randy Carpenter

DATE: June 14, 2022

The City Manager's Office received an application for a temporary special events beer permit from Randy Carpenter, who owns and operates Family Concessions, to sell beer for consumption on premises at the following event:

- United States Adult Soccer Association Soccer Fest - Camp Jordan Park
June 12 - 17, 2022

Staff recommends approval of this request.

RESOLUTION NO. 3282

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE APPROVING A TEMPORARY SPECIAL EVENT BEER PERMIT FOR RANDY CARPENTER, ON BEHALF OF THE UNITED STATES ADULT SOCCER ASSOCIATION

WHEREAS, the City of East Ridge approved Ordinance No. 1060 on December 14, 2017, amended by Ordinance No. 1125 on March 12, 2020, which gave the City Council the authority to issue a one-time temporary special event permit to allow for the sale, consumption and/or possession of beer on some city-owned property and in public parks; and

WHEREAS, Randy Carpenter filed an application, on behalf of the United States Adult Soccer Association, with the City Manager for a Temporary Special Events Permit, relating to a Soccer Fest to be held at Camp Jordan Park on July 12 - 17, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the City Manager is authorized to issue a Temporary Special Event Permit to Randy Carpenter, on behalf of the United States Adult Soccer Association relating to a Soccer Fest to be held at Camp Jordan Park on June 12 - 17, 2022.

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

Mark Litchford
City Attorney

RESOLUTION NO. 3283

MEMORANDUM

TO: City Council
FROM: Mark Litchford
DATE: June 16, 2022
RE: Development Agreement – KAH Hospitality, LLC

KAH Hospitality, LLC, intends to undertake renovations to a hotel within the Border Region District, coupled. The Developer has requested the City Council to approve the IDB's execution of a Development Agreement Relating to the Border Region Retail Development District pursuant to the Border Region Act, T.C.A. § 7-40-101 *et seq.* The proposed development is located in East Ridge, Tennessee, at the following commonly known addresses:

- 1453 Mack Smith Road, East Ridge, Tennessee 37412
- Tax map number: 169L-K-021.02

The purpose of the Development Agreement is to establish the rights and obligations between the City and the Developer with respect to allocated state tax revenues as provided in the Border Region Act that are generated on the aforementioned property.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3283

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

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

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

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

WHEREAS, KAH Hospitality, LLC (“Developer”) owns property at 1453 Mack Smith Road, East Ridge, Tennessee, tax map number 169L-K-021.02 (the “Property”), and intends to undertake an economic development project within the meaning of the Border Region Act (collectively the “Project”) to accompany the Extraordinary Retail Facility as defined by the Border Region Retail Tourism Development District Act, codified as Tenn. Code Ann. §§ 7-40-101 et seq. (“Border Region Act”), such economic development projects expected to be a newly opened and operated Fairfield Inn Hotel; and

WHEREAS, Developer has requested a financial incentive package from the East Ridge Industrial Development Board (“Board”) consistent with the Act; and

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

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

WHEREAS, the Board approved the proposed Development Agreement and a true and correct copy of the proposed Development Agreement as approved by the IDB is attached hereto as *Exhibit A*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted this _____ day of _____ 2022

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

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

THIS DEVELOPMENT AGREEMENT RELATING TO THE BORDER REGION RETAIL TOURISM DEVELOPMENT DISTRICT (this "Agreement") is made and entered into as of the **th** day of , **2022**, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF EAST RIDGE**, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, et seq., (the "IDB"), and **KAH HOSPITALITY, LLC**, a Tennessee Limited Liability Company (the "Developer").

WITNESSETH:

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

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

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

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

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

- 1453 Mack Smith Road, East Ridge, Tennessee 37412
- tax map number: 169L-K-021.02

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

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

WHEREAS, Developer has requested a financial incentive package from the Board consistent with the Act for the purpose of including enhancements and upgrades to the development that include, but are not limited to, improving, upgrading and renovating the hotel to the new Fairfield Inn hotel, improving infrastructure, upgrading amenity offerings at the hotel, and enhancing entire Property; and

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

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

WHEREAS, the Developer contacted the City to discuss entering into a Border Region Development Agreement for the allocation of Border Region State sales tax revenues generated by the retail operations on the Project Property; and

WHEREAS, in an effort to facilitate the discussion of certain information relating to this Agreement and the Project, the Developer agrees to refrain from allowing the Property to be the subject of any other agreement that would impact the payment allocations as set forth in this Agreement; and

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

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

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

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

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

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

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

ARTICLE I
INCORPORATION OF RECITALS AND FINDINGS OF IDB

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

Section 1.02 Findings of the IDB. The IDB finds that, when completed, the Project described herein will generate significant sales tax revenues for the County, the City and the Hamilton County Board of Education, will generate significant ad valorem property tax revenues for the County, the City, and the Hamilton County Board of Education, will generate significant sales tax revenue for the County and the City, and will create multiple employment opportunities. In addition, the IDB further finds that various site development work and improvements as proposed herein will also encourage further future commercial and economic development and/or expansion on properties adjoining and in the vicinity of Project Property and within the Border Region District and said anticipated future development will also generate sales tax revenue and ad valorem property tax revenue and will create employment opportunities. The IDB finds that an agreement whereby the City and/or the IDB provides incentives or financial support to the Developer to undertake the development of the Project to further enhance and encourage commercial retail development within the Border Region District is consistent with the authorization established pursuant to the Border Regions Act and is appropriate within the purpose, intent and meaning of the Border Regions Act, and is a cost effective and efficient use of the public funds of the City and the IDB. The IDB finds that entering into this Agreement is beneficial to and in the best interests of the City and its citizens and further finds that the transaction described herein is beneficial, from both economic development and other perspectives, to the City.

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III UNDERTAKING DEVELOPMENT AND FINANCIAL INCENTIVES

Section 3.01. Undertaking of Development. The Developer will cause the Project to be constructed and developed on the Project Property as an economic development project within the meaning of the Border Region Act, including without limitation a motorcycle dealership in substantially the manner shown on the site plan attached as Exhibit B hereto in a manner consistent with the schematic renderings attached hereto as Exhibit C. The Developer will commence construction of the Project not later than 12 months following the date of this Agreement with an anticipated completion date of 18 months following the date of this Agreement.

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

Section 3.03. Financial Assistance to Developer.

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

b) Subject to the conditions set forth in this Agreement, the IDB agrees to pay or otherwise assign to the Developer annually (the “Annual Incentive Amount”) for the period set forth in Section 5.19 of this Agreement an amount equal to a percentage of the Allocated State Tax Revenues attributable solely from the sales or use taxes derived from retail businesses operating on the Project Property “Project State Tax Revenues” pursuant to the Border Region Act as set forth in Section 3.03(b)(i). The percentages of the Project State Tax Revenues owed to Developer that will determine the Annual Incentive Amount are set forth herein as Section 3.03(b)(i); provided, however, it is expressly understood that the Developer is entitled to such amounts to the extent the State of Tennessee, via the Tennessee Department of Revenue (or whatever governing agency regulates and monitors the operations of the Border Region Act) does not otherwise deny the Developer’s expenses as eligible reimbursable expenses under the Border Region Act. For purposes of making the calculation of the Annual Incentive Amount, the “base tax revenue” as defined in the Border Region Act shall be allocated to the Project Property based upon the sales and use taxes generated by or derived from the Project Property as established by the base year under the Border Region Act and the City’s certification of the Border Region District. The base tax revenue on the Project Property is estimated at Seventy-Eight Thousand Dollars (\$78,000.00) and shall be assessed against Project State Tax Revenues generated by the Property.

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

Project State Tax Revenues shared between Developer and the City	
Developer Share 70%	City Share 30%

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

d) The Developer shall provide a list of the eligible costs periodically, but not less than annually within thirty (30) days after the end of each of the City’s fiscal years ending on June 30th of each

year (a "Fiscal Year"), for each and every eligible cost for which the Developer claims reimbursement hereunder and shall update such list from time to time on at least an annual basis as additional costs are incurred at such times as are needed to permit the City and/or the IDB to submit such costs for approval by the Developer with respect to debt incurred to finance costs related to the Project Property; provided that in no event shall the annual interest rate on the debt resulting in any interest expense to be reimbursed exceed the highest lawful rate under applicable state law if other than Tennessee or federal law or if no such other law is applicable, under the Tennessee formula rate (within the meaning of T.C.A. § 47-14-103) at the time such debt was incurred. The Annual Incentive Amount payable to the Developer pursuant to this Agreement shall be payable solely from Project State Tax Revenues allocated to the IDB. The IDB and/or the City will submit the cost certification summaries required by the Border Region Act on an annual basis and shall request a distribution from the State of all eligible Allocated State Tax Revenues, including all amounts payable to the Developer as provided in this Agreement. The parties will fully cooperate in submitting such cost certifications. The Annual Incentive Amount shall be paid to the Developer within thirty (30) days after the City receives its annual allocation of Allocated State Tax Revenues from the State of Tennessee under the Border Region Act; provided, however, any Annual Incentive Amount is expressly subject to (1) Developer's satisfaction of all obligations and conditions under this Agreement, (2) the priority of payments to the Bass Pro Developer, as described in Section 3.04 hereinbelow, and (3) the State of Tennessee's approval of Developer's "costs" that are submitted to the State in accordance herewith.

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

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

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

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

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

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

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

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

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

**ARTICLE IV
EVENTS OF DEFAULT AND REMEDIES**

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

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

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

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

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

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

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

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

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

ARTICLE V MISCELLANEOUS

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

Section 5.02. Indemnity. The Developer shall indemnify the IDB and the City and their successors and assigns, and every director, officer, employee, counsel and agent of the IDB (individually, an "Indemnitee") with respect to, and hold each Indemnitee harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel for any Indemnitee in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnitee shall be designated a party thereto) which may be imposed on, incurred by, or asserted against such Indemnitee, in any way relating to or arising out of this Agreement (other

than as a result of a breach hereof by the IDB), or the development of the Project or the submission of any certificate or report to the State by the IDB or the City in reliance on information provided by the Developer ("Indemnification Liabilities"). The Developer shall reimburse each Indemnitee on demand from time to time for all Indemnification Liabilities incurred by such Indemnitee. Each Indemnitee will promptly notify the Developer of the commencement of any proceeding involving it in respect of which indemnification may be sought pursuant to this Section. The obligations of the Developer under this Section 5.02 shall survive the termination of this Agreement.

Section 5.03. Assignment. The Developer may not assign or transfer this Agreement, or any interest of the Developer hereunder, without the prior written consent of IDB. Any such assignment shall not relieve the Developer of its liability for the performance of its duties and obligations hereunder unless IDB consents to such release. If Developer is a corporation, limited liability company, unincorporated association, or partnership, a transfer, assignment or hypothecation of any stock or interest in such corporation, company, association or partnership by any stockholder or partner so as to result in a change in the control thereof by the person, persons or entities owning a majority interest therein as of the date of this Agreement, shall be deemed to be an assignment of this Agreement. Any transfer of this Agreement from Developer by merger, consolidation, liquidation or otherwise by operation of law, including, but not limited to, an assignment for the benefit of creditors, shall be included in the term "assignment" for the purposes of this Agreement and shall be a violation of this Section. Notwithstanding, the Developer shall be permitted to assign and grant a security interest in its right to receive payments under this Agreement as security for a loan to finance or refinance the cost of the Project. In the event any assignment occurs in violation of this Section, neither the IDB nor the City shall be obligated to assign or otherwise pay any Annual Incentive Amount to any assignee unless otherwise agreed to by the IDB.

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

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

If to the Developer to:

KAH Hospitality, LLC
6716 Heritage Business Ct Suite 100
Chattanooga, Tennessee 37421

If to the IDB to:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.17. Approvals by IDB. Any actions in furtherance of the IDB's approval or performance of this Agreement may be carried out by a duly authorized representative of the IDB and does

not require the signature(s) of the entire board of directors of the IDB, unless specifically provided otherwise herein or by the IDB's bylaws or by applicable law.

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

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

[Signature pages to follow]

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

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

By: _____
Title: Chairman

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

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

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

Notary Public

My Commission Expires: _____

KAH HOSPITALITY, 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 KAH Hospitality, LLC or properly represented to be upon submission of sufficient identification, and acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District as his free act and deed for the purposes therein expressed, on behalf of KAH Hospitality, LLC.

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

Notary Public

My Commission Expires: _____

	A	B	C	D	E	F	G	H	I
1	Fairfield Inn Conversion								
2	BORDER REGION SALES TAXES								
3	Property Address	Tax ID Parcel	Border Region	Average Annual Sales	Average Annual Border Region Sales Collected	Aggregate Border Region Sales Collected		FY 2012 Baseline	
4	1453 Mack Smith Rd.		4.125	\$ 2,079,758.00	\$7,790.02	\$7,790.02		\$78,000.00	
5	1453 Mack Smith Rd. (10YR)		4.125	\$ 2,570,369.26	\$28,027.73	\$280,277.32			
6	1453 Mack Smith Rd. (15YR)		4.125	\$ 2,741,563.72	\$35,089.50	\$526,342.55			
7	1453 Mack Smith Rd. (20YR)		4.125	\$ 2,907,406.02	\$41,930.50	\$838,609.96			
8	1453 Mack Smith Rd. (25YR)		4.125	\$ 3,077,789.02	\$48,958.80	\$1,223,969.93			
9									
10									
11	RETURN ON INVESTMENT								
12									
13	Developer Investment	\$2,414,478.41							
14									
15	<u>Return on Investment</u>	<u>Amount</u>							
16	25.35%	\$611,984.97							
17	30.42%	\$734,381.96							
18	32.95%	\$795,580.46							
19	35.49%	\$856,778.95							



EAST RIDGE POLICE DEPARTMENT

4214 Ringgold Road ♦ East Ridge, TN 37412

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

**Stan Allen
Chief of Police**

AGENDA MEMORANDUM

TO: Mayor and City Council - City Manager

FROM: Chief Stan Allen

SUBJECT: Vehicle Purchase

DATE: July 14, 2022

The Police Department is requesting to purchase eight (8) 2020 Ford Interceptor SUVs from Lonnie Cobb Ford on the Tennessee State Vehicle Contract #209. These vehicles will replace aging patrol vehicles that are past usable service life. The cost of the SUVs is \$42,839.00 each, for a total of \$342,712.00. Of this total, \$71,960.00 can be paid from the drug fund, and the balance of \$270,752.00 from approved 2022-2023 budget.