

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

**August 11, 2022
6:00 pm**

1. Call to Order
2. Invocation
3. A. Roll Call
B. Employee Milestone Awards for July
4. Approval of Minutes July 28, 2022 Council Meeting
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business: None
9. New Business:
 - A. **ORDINANCE NO. 1173** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 6205 RINGGOLD ROAD, TAX MAP #169L-F-040, FROM C-2 GENERAL COMMERCIAL DISTRICT TO M-2 LIGHT INDUSTRIAL DISTRICT (1st reading)
 - B. **RESOLUTION NO. 3297** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE AN ACCESS AGREEMENT WITH JSK GP, A TENNESSEE GENERAL PARTNERSHIP, AND GLEN AND SHARON MEADOWS
 - C. **RESOLUTION NO. 3298** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE APPROVING A COMMERCIAL LEASE AGREEMENT WITH INFINITE INVESTMENT LLC FOR PROPERTY LOCATED AT 1465 NORTH MACK SMITH ROAD
 - D. **RESOLUTION NO. 3299** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AWARDING CONTRACT FOR STREET PAVING AT VARIOUS SITES (Bids opening on August 9, 2022)
 - E. **RESOLUTION NO. 3300** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND RESOLUTION 3279 TO EXTEND THE NORTH MACK SMITH SOUTH ACCESS ROAD PROJECT ON EXISTING PUBLIC RIGHT-OF-WAY

F. Discussion of Tentative Agenda Items for the **August 25, 2022** Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA
August 25, 2022**

8. Old Business:

- A. **PUBLIC HEARING FOR ORDINANCE NO. 1173** – Rezone the property at 6205 Ringgold Road from C-2 General Commercial District to M-2 Light Industrial District

- B. **ORDINANCE NO. 1173** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 6205 RINGGOLD ROAD, TAX MAP #169L-F-040, FROM C-2 GENERAL COMMERCIAL DISTRICT TO M-2 LIGHT INDUSTRIAL DISTRICT (2nd and final reading)

9. New Business:

- A. **RESOLUTION NO. ____** - Bids for Sports Photography for 2022-2023 Sports Season

- B. **RESOLUTION NO. ____** - Bond Issue for funding for N. Mack Smith Road and Multi-Modal Project

- C. **RESOLUTION NO. ____** - Approve Tyler Technology for Software and Training for Court

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

**July 28, 2022
6:00 pm**

The East Ridge City Council met pursuant to notice on July 28, 2022, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Rev. Terry Arnold, Pentecostal Church of East Ridge, gave the invocation. All joined in the Pledge of Allegiance to the Flag.

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

Special Proclamation: Mayor Williams presented a proclamation to Lois Stone on the occasion of her 100th Birthday.

Consent Agenda:

- A. Approval of Minutes July 14, 2022 Council Meeting
- B. Approval of May 2022 Financial Report
- C. Declaration of Surplus Property

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

Communication from Citizens:

Judge Kevin Wilson stated that if at any time, the Attorney General's opinion states he cannot hold the Judge's office in East Ridge, he will not run. He stated he has enjoyed his time as Judge in East Ridge.

Communication from Councilmembers:

Councilmember Cagle stated he has had complaints that nothing has been done about N. Smith Street and McCall Road being in such bad shape. City Manager Dorsey stated he will check to see if these roads are on the spot paving list.

Councilmember Helton and Councilmember Witt had nothing at this time.

Mayor Williams discussed the following:

- Chief Allen came forward regarding the Police Community Meeting held recently. He stated there was a good turnout, and police discussed some of the programs they are currently doing.
- August 5th – The Light-up Balloon Glow will be at Camp Jordan. There will be tethered rides from 6:30 – 9:30 pm.
- August 6th – The River City Corvette Club will hold a car show at Camp Jordan from 9 am – 3 pm.
- Parks and Recreation is holding sign-ups for fall sports. People can go to the website or call to register.

Communication from City Manager:

- The Multi Modal project is slowly moving from Kingwood to Walmart. There are some problems with sewer laterals and supply chain issues. The project should be done within a year. The project will benefit the City by having sidewalks, curbs, and lighting in that area, plus it will help the stormwater issues.
- He had a meeting with the contractors regarding the bids for spot paving. Bids will be open on August 9th.
- N. Mack Smith Road – We have found out there is right-of-way that extends from the end of N. Mack Smith around to the southern entrance where the gates are for the Gateway Development. We had a land acquisition specialist revising the preliminary cost estimates and getting reappraisal estimates. We have also tried to contact TDOT to see if we could get a small easement where their interstate right-of-way is, which could take nine to twelve months. He would like to add a resolution for the next meeting to request the extension of the road project through to the gated entrance with the City paying for the road. Mayor Williams stated that EPB has agreed to pay to move their utility poles.
- He is considering creating a new position for economic development, community involvement, social media, grants, etc. The money is within the budget, so he would not need Council approval. If any of the Council have input, they can get with him to discuss.

Old Business:

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 – tabled July 14, 2022 to the July 28, 2022 meeting) - City Attorney Litchford read on caption. Mr. Litchford stated this item was held up because of an issue to preserve access on Slater Road. We have finally received the agreement and he recommends approval. Even though it is private property, the owner of the hotel has agreed to keep that right-of-way open on Slater. Mr. Litchford will have a contract for approval at the next meeting. Councilmember Cagle made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1168. The vote was unanimous. Motion approved.

ORDINANCE NO. 1172 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE SETTING THE COMPENSATION OF THE CITY JUDGE EFFECTIVE WITH THE TERM BEGINNING IN SEPTEMBER 2022 IN ACCORDANCE WITH TITLE 3 MUNICIPAL COURT, CHAPTER 1 CITY JUDGE, SECTION 3-103(4) SALARY (2nd and final reading) - City Attorney Litchford read on caption. Councilmember Helton made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1172. Councilmember Cagle stated he has looked at salary surveys for the judge position in other cities, many of them paying less with higher populations. Roll call vote: Councilmember Cagle - no; Councilmember Helton - yes; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

New Business:

RESOLUTION NO. 3290 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO WAIVE THE FEE FOR USE OF CAMP JORDAN ARENA BY THE RIVER CITY CORVETTE CLUB FOR A FUNDRAISER TO HELP BENEFIT THE EAST RIDGE NEEDY CHILD FUND - City Attorney Litchford read on caption. Mr. Dorsey recommended waiving the fee but as he has discussed before, the City still has expenses for these events, such as employee pay, utilities, etc. He also stated we should look at State law regarding donations. Councilmember Witt made a motion, seconded by Councilmember Helton, to approve Resolution No. 3290. The vote was unanimous. Motion approved.

RESOLUTION NO 3291 – A RESOLUTION OF THE CITY COUNCIL OF EAST RIDGE, TENNESSEE AUTHORIZING THE CITY MANAGER TO SIGN A LEASE PURCHASE AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF SIXTY (60) TASER 7 CONDUCTED ELECTRICAL WEAPONS - City Attorney Litchford read on caption. Assistant Chief Uselton stated these would replace the aging tasers. Cost is \$53,529 per year for five years and includes support. Councilmember Witt made a motion, seconded by Councilmember Helton, to approve Resolution No. 3291. The vote was unanimous. Motion approved.

RESOLUTION NO. 3292 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AWARDED ANNUAL BIDS FOR STREET DEPARTMENT MATERIALS FOR FY 2022 – 2023 (bid opening July 26) - City Attorney Litchford read on caption. Mr. Dorsey stated these are annual bids. He presented Council with a spreadsheet with his recommendations highlighted in yellow. Councilmember Witt made a motion, seconded by Councilmember Helton, to approve Resolution No. 3292, with the highlighted recommendations from City Manager Dorsey. The vote was unanimous. Motion approved.

RESOLUTION NO. 3293 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE INFORMATION TECHNOLOGY EQUIPMENT AND INSTALLATION SERVICES FROM LITEFOOT TECHNOLOGY, LLC IN ORDER TO MOVE THE CITY'S SERVERS TO CITY HALL - City Attorney Litchford read on

caption. IT Technician Love stated this is to lay the groundwork for bringing the servers from the attic of the Police Department to City Hall. Councilmember Witt made a motion, seconded by Councilmember Helton, to approve Resolution No. 3293. The vote was unanimous. Motion approved. City Manager Dorsey thanked Mr. Love for his work at the City and stated Mr. Love is leaving for a better opportunity.

RESOLUTION NO. 3294 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBSCRIBE TO THE MOTOROLA VIGILANT DATABASE (LICENSE PLATE READER (“LPR”)) AND SUBSCRIBE SIXTEEN (16) EXISTING IN-CAR CAMERAS TO THE LPR, AND ALSO LEASE FOUR (4) FIXED CAMERAS AND ONE (1) QUICK DEPLOY CAMERA, FOR THE EAST RIDGE POLICE DEPARTMENT THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT #450, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b) - City Attorney Litchford read on caption. Assistant Chief Uselton stated these are tag readers that will help with stolen vehicles, amber alerts, etc. Councilmember Helton made a motion, seconded by Councilmember Witt, to approve Resolution No. 3294. The vote was unanimous. Motion approved.

RESOLUTION NO. 3295 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPOINTING MICHAEL HOWELL AS THE CITY’S REPRESENTATIVE TO THE MANAGEMENT COMMITTEE OF THE HAMILTON COUNTY WATER QUALITY PROGRAM AND CHRISTOPHER J. DORSEY AS THE ALTERNATE REPRESENTATIVE - City Attorney Litchford read on caption. Councilmember Witt made a motion, seconded by Councilmember Helton, to approve Resolution No. 3295. The vote was unanimous. Motion approved.

PUBLIC HEARING FOR RESOLUTION NO. 3296 - Short-term Vacation Rental Approval – Mayor Williams opened the public hearing. The applicant, Heather Haufler, stated she is an attorney. She bought the duplex at 795 and 797 Eileen Lane and remodeled it. She addressed concerns about garbage and parking, stating she wants to appeal to vacationers. She would not have garbage everywhere and stated her driveway is 75 feet long which is plenty of room for parking. There is a limit of two cars per unit.

Bobby Bowling, 3629 Glen Oaks Drive, stated he believes someone is living at the home. He is concerned about the number of people who would be at the house. He owns the home behind the duplex on Eileen Lane. He also asked what the benefits are to the City. Ms. Haufler stated the City receives hotel/motel tax from short-term rentals. She stated she is living in one side of the duplex temporarily.

Greg Carden, 509 S. Sweetbriar, also owns a home at 805 Eileen Lane. He asked Mr. Howell if there has been any trouble with the short-term rentals in East Ridge. Mr. Howell stated there has been no trouble, but if there are more than two citations in a 12-month period, it would come back to Council for a hearing and the permit could be revoked. Ms. Helton asked Mr. Howell if it was easier to remedy a situation with a short-term rental than a regular rental. He stated yes, that with regular rentals it could take months to get someone out. Mr. Howell stated he inspected the inside of the home, and it meets all life safety requirements of the short-term

rental ordinance. If approved, it would go to the Fire Marshal for a second inspection. No one else came forward in favor of or in opposition to the application. Mayor Williams closed the public hearing.

RESOLUTION NO. 3296 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE A SHORT-TERM VACATION RENTAL CERTIFICATE APPLICATION FOR PROPERTY LOCATED AT 795 AND 797 EILEEN LANE - City Attorney Litchford read on caption. Councilmember Witt made a motion, seconded by Councilmember Helton, to approve Resolution No. 3296. Roll call vote: Councilmember Cagle - no; Councilmember Helton - yes; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

Discussion of Tentative Agenda Items for the August 11, 2022 Council Meeting:

Old Business: None

New Business:

- **RESOLUTION NO. ____** - Bids for spot paving – bid opening August 9, 2022 – No further discussion
- City Manager Dorsey would like to add resolution for the extension of N. Mack Smith Road
- City Attorney Litchford would like to add the Access Agreement for the Slater Road right-of-way.

Being no further business, the meeting was adjourned.



City of East Ridge

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

Building and Codes Department

ORDINANCE NO. 1173

AGENDA MEMORANDUM

TO: Mayor, Council; City Manager

FROM: Michael Howell

SUBJECT: Rezone – 6205 Ringgold Road – Expansion of TPC Printing and Packaging

DATE: August 3, 2022

On August 1, 2022, Modus Build, LLC petitioned the East Ridge Planning Commission to rezone the parcel located at 6205 Ringgold Road (Tax Map# 169L F 040) from C-2 Commercial District to M-2 Light Industrial District. The request to rezone would expand TPC Printing and Packaging operations and construct a 60,000 square foot building with eighty parking spaces.

The Planning Commission approved the request. Andrew Payne with Modus Build, LLC has requested the rezone case move forward to city council for review and approval.

ORDINANCE NO. 1173

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 6205 RINGGOLD ROAD, TAX MAP #169L-F-040, FROM C-2 GENERAL COMMERCIAL DISTRICT TO M-2 LIGHT INDUSTRIAL DISTRICT

WHEREAS, Modus Build, LLC, on behalf of TPC Printing and Packaging, has petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of property located at 6205 Ringgold Road, Tax Map #169L-F-040, from C-2 General Commercial District to M-2 Light Industrial District. The property is more particularly described as follows:

Lot 2, Final Plat of Lot 1 and 2, Textile Printing Company Subdivision, Plat Book 100, Page 178, ROHC, being described as Parcels 1 thru 3 in Deed Book 8315, Page 752, ROHC. Tax Map 169L-F-040

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on August 1, 2022, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on August 1, 2022; and

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

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

WHEREAS, the East Ridge City Council held a public hearing on August 25, 2022 at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 6205 Ringgold Road, Tax Map #169L-F-040, from C-2 General Commercial District to M-2 Light Industrial District, for uses consistent with such zoning.

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

Passed on First Reading _____, 2022

Passed on Second Reading _____, 2022

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

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

CASE NUMBER: 2022-0192

APPLICANT: Modus Build, LLC

PROPERTY OWNER: Rawter Realty Limited Partnership

PROPERTY ADDRESS: 6205 Ringgold Road

TAX MAP PARCEL ID: 169L-F-040

JURISDICTION: East Ridge

SIZE OF PROPERTY: 2.82 acres

REQUEST: Rezone from C-2 General Commercial District to M-2 Light Industrial District.

REASON FOR REQUEST/PROPOSED USE: A request to rezone from C-2 General Commercial District to M-2 Light Industrial District to expand existing TPC operation and construct 60,000 square foot building with 80 parking spaces.

PROPERTY DESCRIPTION

EXISTING LAND USE
Vacant commercial

SURROUNDING LAND USES
North: Single-Family Residential
East: Commercial
South: Commercial
West: Industrial/Warehousing

ACCESS
Ringgold Road

TRANSPORTATION
Ringgold Rd is an urban principal arterial.

PROPOSED RESIDENTIAL DENSITY	ADJACENT RESIDENTIAL DENSITY
N/A	N/A

NATURAL RESOURCES
N/A

ZONING

- ZONING HISTORY**
- Case 2021-0024, a request to rezone the site from R-1 Residential District and M-2 Light Industrial District to C-2 General Commercial District. The request was approved by East Ridge City Council through ordinance # 1144.
 - The adjacent M-2 Zoned property was zoned in 1975.

ZONE DISTRICT COMPATIBILITY

USE
Single-Family Residential
Multi-Family Residential
Commercial
Office
Warehouse/Storage

CURRENT C-2 ZONE

PROPOSED M-2 ZONE

DEVELOPMENT STANDARDS
Lot Size
Setbacks

CURRENT C-2 ZONE
N/A
Front: 25'
Side: 10' building separation, 25' when adjoins a residential district
Rear: 25' when adjoins a residential district
No building shall exceed in height the shortest distance from building to nearest boundary of a residential district

PROPOSED M-2 ZONE
50%
Front: 25'
Side: 10' building separation, 25' when adjoins a residential district
Rear: 25' when adjoins a residential district
35'

DISCUSSION OF STAFF RECOMMENDATION

Yes No See
Comments

Yes No See
Comments

Yes No See
Comments

COMPATIBILITY WITH ADJACENT LAND USES

The site is surrounded by primarily non-residential uses including manufacturing, office, and commercial.

COMPATIBILITY WITH DEVELOPMENT FORM

The development form for Ringgold Rd is strip commercial and wholesale/warehousing with surface parking lots.

CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

There could be nuisance issues to the adjacent single-family residential dwellings in the rear of the property. Landscape buffering and limited uses should be considered



Chattanooga-Hamilton County Regional Planning Agency
Zoning Change Application Form

CASE NUMBER: 2022-0192		Date Submitted: 06/21/2022					
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist if needed</i>							
1 Applicant Request							
Rezone From: C-2		Rezone To: M-2	Total acres in request area: 2.82 +/-				
2 Property Information							
Property Address: 6205 Ringgold Rd		Property Tax Map Number: 169L-F-040					
3 Proposed Development							
Reason for request/Project description:	Expand TPC Operation, Construct 60,000 sf bldg. and add 80 parking spaces						
4 Site Characteristics							
Current Use:	Open field partially graveled and paved						
Adjacent Uses:	Residential, Commercial, Manufacturing						
5 Applicant Information							
Name: Modus Build, LLC							
Address (street, city, state, zip): P. O. Box 2098, Chattanooga, TN 37409							
Phone: 706-299-3810		Email: apayne@modusbuildllc.com					
Primary Contact (if different than applicant information):							
Address (street, city, state, zip):							
Phone:		Email:					
<input type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.							
6 Property Owner Information <i>Only fill out this section if applicant is not the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.</i>							
Name: Kurt Schmissrauter							
Address (street, city, state, zip): P. O. Box 9296, East Ridge, TN 37412							
Phone: 423-400-4248		Email: kurts@tpcpackaging.com					
7 Applicant Signature and Consent							
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.							
Signature: See Submitted Application		Date:					
Office Use Only:							
Checklist							
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan	<input checked="" type="checkbox"/>	Ownership Authorization		
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds	<input checked="" type="checkbox"/>	Plats		
<input checked="" type="checkbox"/>	Application Fee: \$635	<input type="checkbox"/>	Cash	<input checked="" type="checkbox"/>	Credit	<input type="checkbox"/>	Check
<input checked="" type="checkbox"/>	Notice signs	Number of notice signs: 1					
Municipality: East Ridge		Planning District: 6		Neighborhood: None			
County Commission District: 8		City Council District: 0					
PC meeting date: East Ridge		Application processed by: Jennifer Ware					
Staff Recommendation :		PC Action/Date:		Legislative Action/Date/Ordinance:			

MILLER ⁺McCOY, INC.
C O N S U L T I N G E N G I N E E R S
915 CREEKSIDE ROAD CHATTANOOGA, TENNESSEE 37406
PHONE (423) 698-2661 FAX (423) 698-2664

June 21, 2022

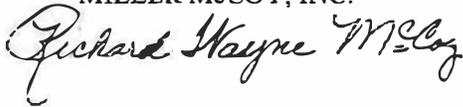
Chattanooga – Hamilton County RPA
1250 Market Street
Chattanooga, TN 37402

Re: Rezoning Narrative – TPC-6205 Ringgold Road. East Ridge, TN

On behalf of the owners of the referenced parcel the proposal is to rezone from C-2 to M-2. The reason for the re-zoning is to expand the existing operation which is located in an M-2 zone. We do not believe this expansion would be allowed in a C-2 zone. Since this would be an expansion of the current M-2 zoning we feel it would be compatible with that adjacent zoning. We are providing a Type C 30' Buffer between our property and the R-1 property to the North and a Type A 10' Buffer between us and the C-2 property to the East. There would also be a parking buffer between the building and the C-2 property to the East. Please contact Miller-McCoy, Inc. if you have any further questions.

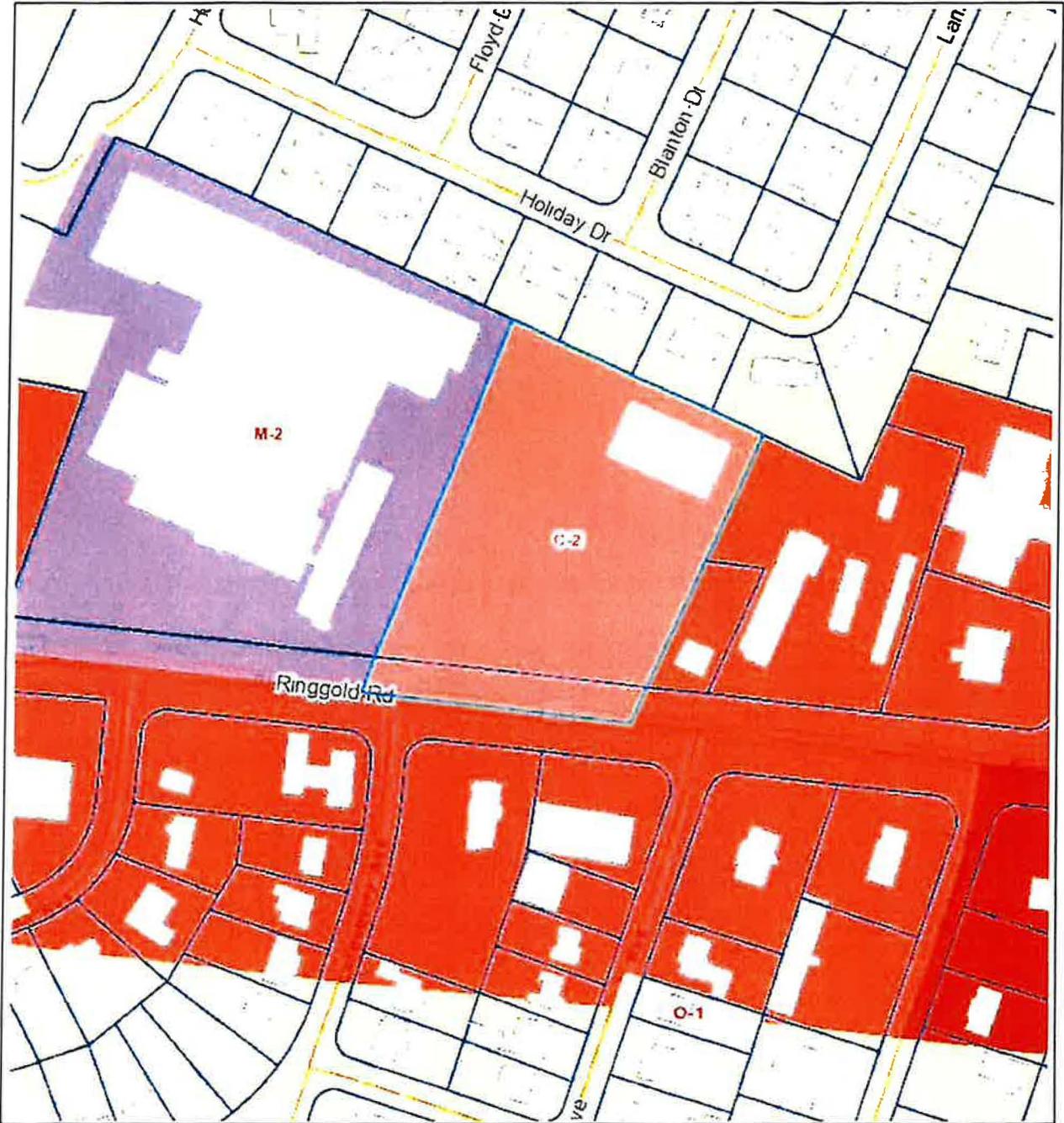
Sincerely,

MILLER McCOY, INC.

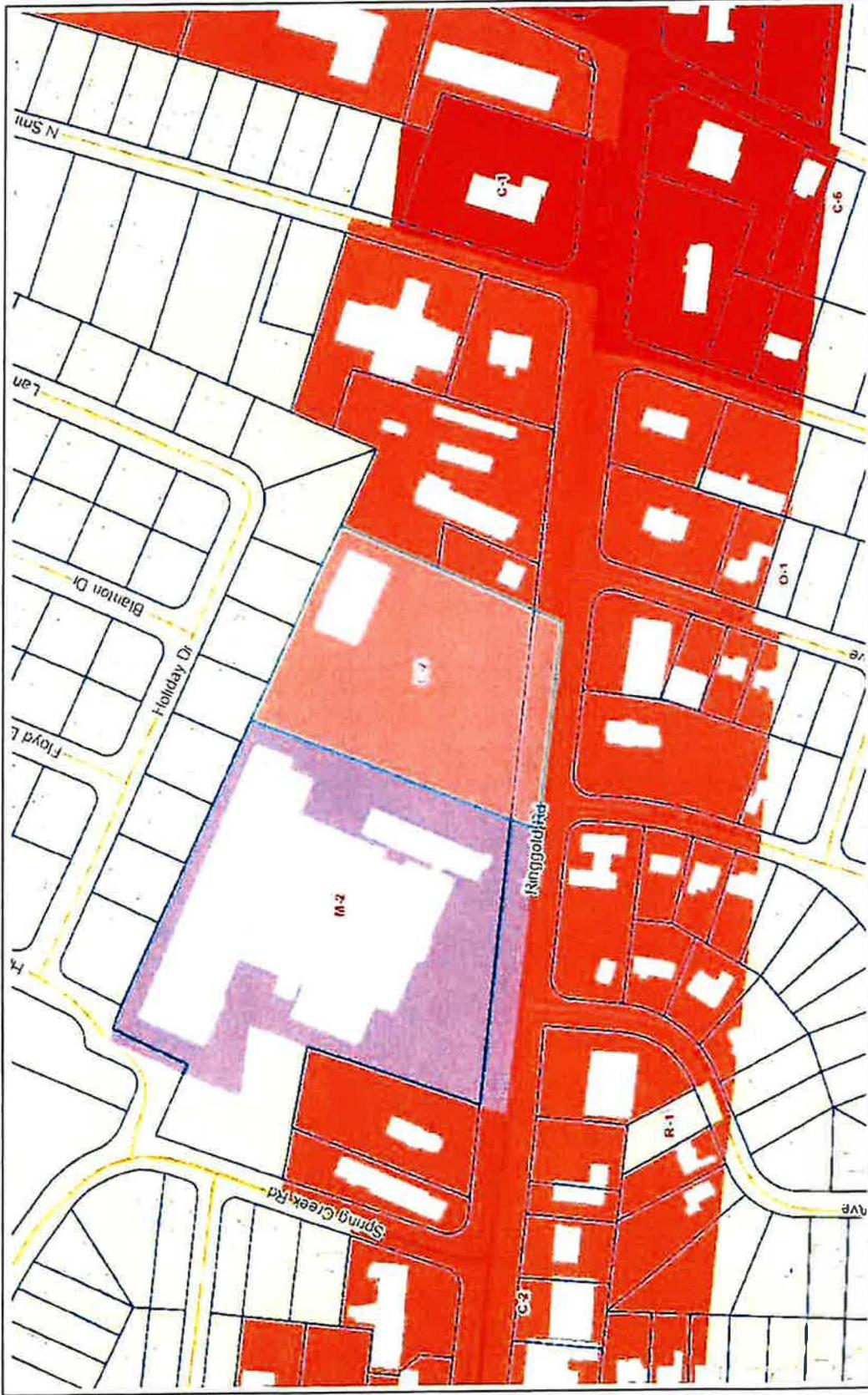


Richard Wayne McCoy
President
Miller-McCoy, Inc.
915 Creekside Road
Chattanooga, TN 37406
423-698-2661

2022-0192 Rezoning from C-2 to M-2



2022-0192 Rezoning from C-2 to M-2

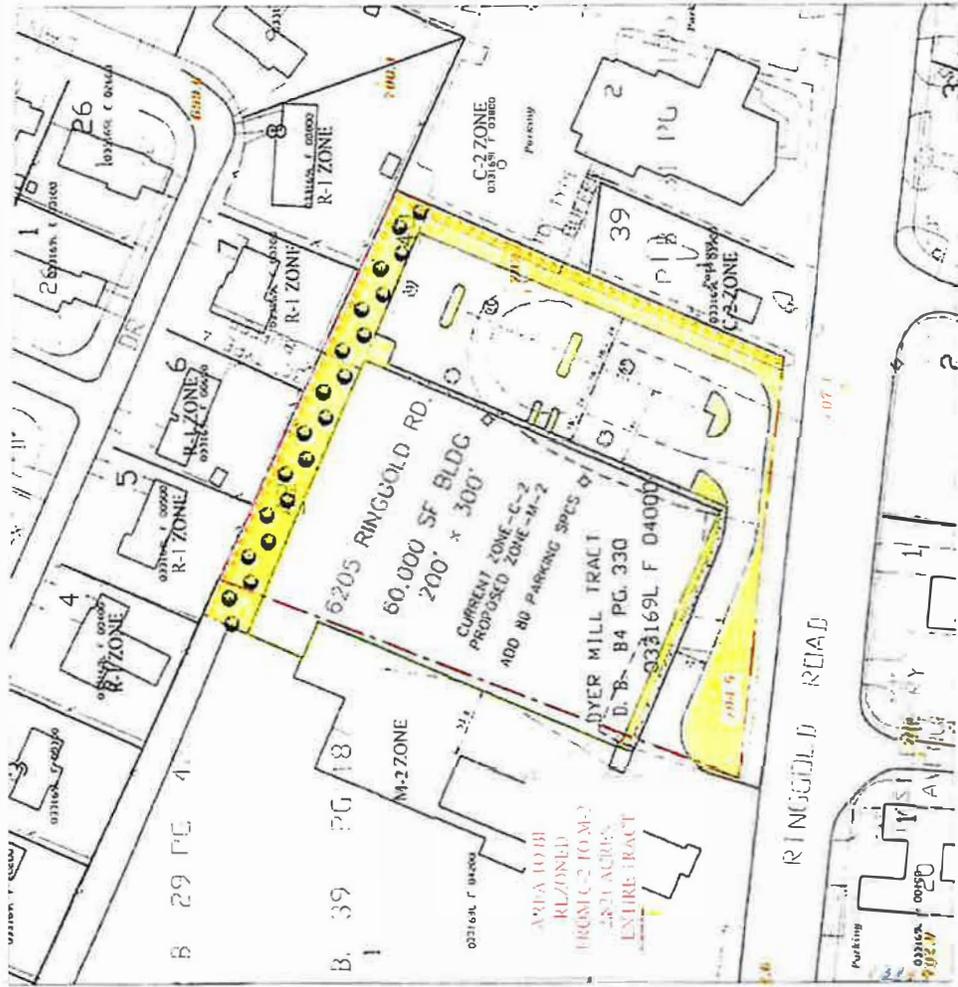


2022-0192 Rezoning from C-2 to M-2

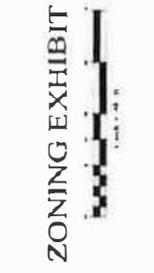


2022-0192 Rezoning from C-2 to M-2





NOTES:
 1. All zoning regulations shall apply to the proposed development.
 2. The proposed development shall conform to all applicable zoning regulations.
 3. The proposed development shall be in accordance with the zoning map and the zoning ordinance.
 4. The proposed development shall be in accordance with the zoning map and the zoning ordinance.



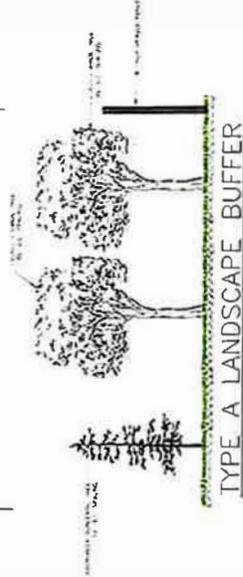
ZONING EXHIBIT

- PERMITS:**
1. All zoning regulations shall apply to the proposed development.
 2. The proposed development shall conform to all applicable zoning regulations.
 3. The proposed development shall be in accordance with the zoning map and the zoning ordinance.
 4. The proposed development shall be in accordance with the zoning map and the zoning ordinance.
 5. The proposed development shall be in accordance with the zoning map and the zoning ordinance.
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 16. The proposed development shall be in accordance with the zoning map and the zoning ordinance.
 17. The proposed development shall be in accordance with the zoning map and the zoning ordinance.
 18. The proposed development shall be in accordance with the zoning map and the zoning ordinance.
 19. The proposed development shall be in accordance with the zoning map and the zoning ordinance.
 20. The proposed development shall be in accordance with the zoning map and the zoning ordinance.

PERMISSIBLE USES BUFFER

USE	MIN. DIST.	MAX. DIST.
RESIDENTIAL	10'	100'
COMMERCIAL	10'	100'
INDUSTRIAL	10'	100'
OFFICE	10'	100'
RETAIL	10'	100'
RESTAURANT	10'	100'
BAR	10'	100'
CASINO	10'	100'
AMUSEMENT	10'	100'
RECREATION	10'	100'
SPORTS	10'	100'
THEATER	10'	100'
CONCERN	10'	100'
CLUB	10'	100'
BARBERSHOP	10'	100'
BEAUTY SALON	10'	100'
HAIR SALON	10'	100'
LAUNDRY	10'	100'
REPAIR SHOP	10'	100'
WAXING	10'	100'
SHOE REPAIR	10'	100'
TAILORING	10'	100'
DRY CLEANING	10'	100'
COPIER	10'	100'
PRINTING	10'	100'
BOOKBINDING	10'	100'
STATIONERY	10'	100'
REPRODUCTION	10'	100'
REPAIR	10'	100'
MAINTENANCE	10'	100'
RESTORATION	10'	100'
RENOVATION	10'	100'
REPAIR	10'	100'
MAINTENANCE	10'	100'
RESTORATION	10'	100'
RENOVATION	10'	100'

50' BUFFER



TYPE A LANDSCAPE BUFFER
 N.T.S.
 NOTE: TYPE C BUFFER 10' WIDT WITH SINGLE ROW OF LIVGREEN TREES AT 10' ON-CENTER

ZONING EXHIBIT

MILLER-MCGOY, INC.
 1000 WEST 10TH STREET
 COLUMBIA, MISSISSIPPI 39201
 (601) 733-1111

TTC PRINTING & PUBLISHING
 6107 RINGOLD RD
 EAST RIDGE, TN

BLDG PLAN
 6205 RINGOLD RD
 EAST RIDGE, TN

ZONING EXHIBIT

DATE: 11/11/21
SCALE: 1" = 100'
PROJECT NO.: 21-001
DATE: 11/11/21

ZE-1



Hamilton County Trustee
Property Tax Inquiry

Bill Hullander - Hamilton County Trustee

219 Courthouse 625 Georgia Ave
 Chattanooga, TN 37403

Phone: (423) 209-7270 Fax: (423) 209-7271

Office Hours: Mon - Fri 8:00am-4:00pm except these holidays

Hamilton County Tennessee

- [Trustee Home](#)
- [Satellite Location Directions](#)
- [General Property Tax FAQs](#)
- [Current Property Tax Rates](#)
- [Email the Trustee](#)
- [Tax Roll File](#)
- [Delinquent File Download](#)

Trustee - Tax Bill

[Return to Property Details](#)

[GIS](#) [Printing Tips](#)

State Grid	169L F 040	Flags	None
District	East Ridge (2E)		
Property Address	6205 RINGGOLD RD		

Bill Type	Real Property	Bill Year	2021
Status	Complete	Bill #	149844
Mailing Address	RAWTER REALTY LIMITED PARTNERSHIP 6107 RINGGOLD RD CHATTANOOGA TN, 37412		
		Assessment	\$734,200.00
Legal Desc	1. LT 2 TEXTILE PRINTING COMPANY SUB PB B4 PG330 REV 100-178 2. 3. 4.		

Other Links

- [County Officials & Departments](#)
- [Hamilton County Assessor](#)
- [Hamilton County Register Of Deeds](#)

Billing Information

Date	Description	Amount	Balance
9/21/2021	Tax Billing	County Tax	\$16,426.26
9/21/2021	Tax Billing	Municipal Tax	\$9,177.50
9/21/2021	Tax Billing	Municipal Stw Amt	\$49.46
9/21/2021	Tax Billing	Sanitation Fee	\$249.00

Payment Information

Date	Description	Amount	Balance
12/8/2021	Payment	3955793	(\$5,000.00)
12/28/2021	Payment	4103752	(\$10,000.00)
1/6/2022	Payment	412374	(\$10,893.22)

Total Due \$0.00

MAKE CHECKS PAYABLE AND MAIL TO:

HAMILTON COUNTY TRUSTEE
625 Georgia Ave., Room 210
Chattanooga, TN 37402-1494

Send any suggestions about this site to [County Webmaster](#)
 © 2022, General Government of Hamilton County



ZONING NOTICE

From: _____ To: _____

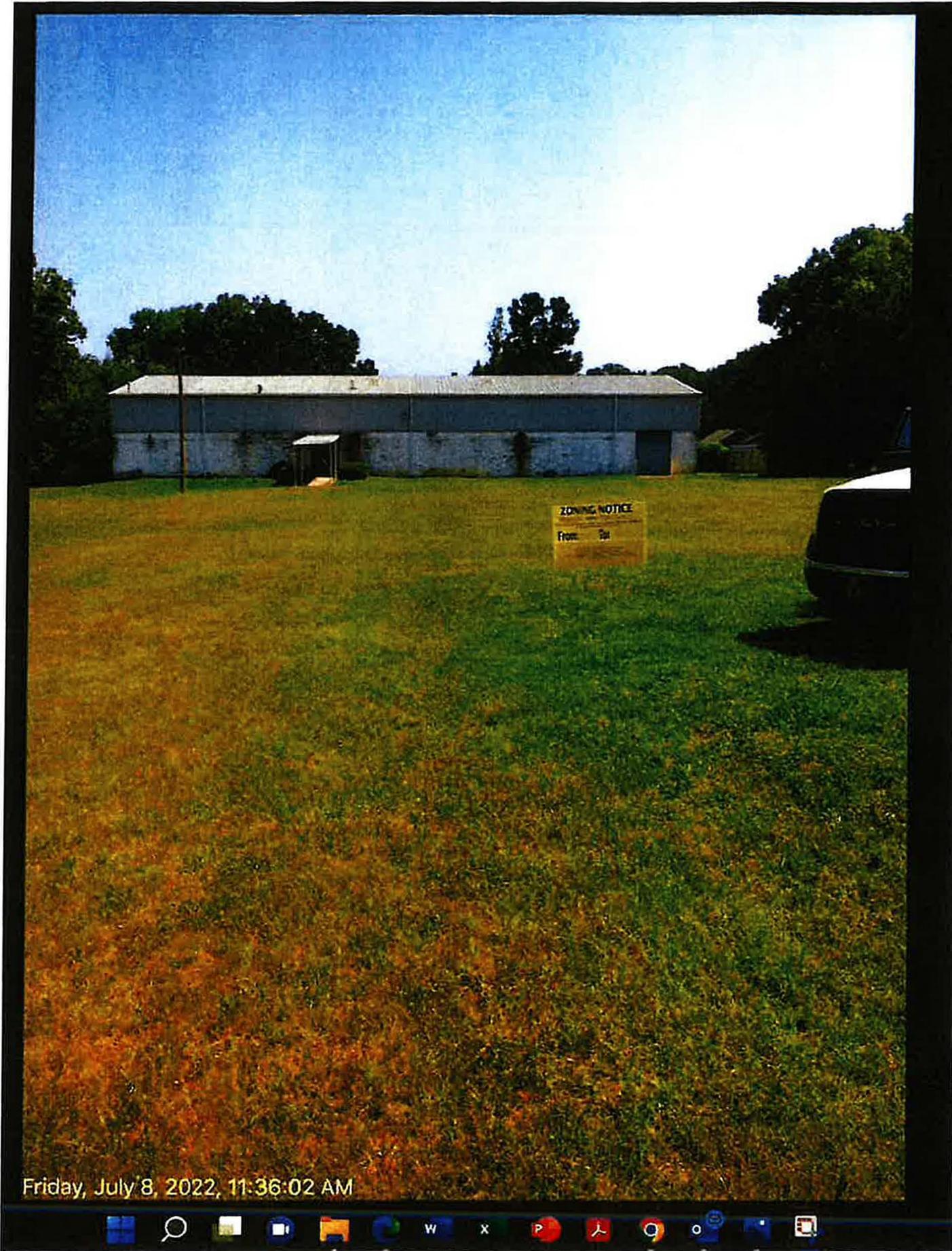
Friday, July 8, 2022, 11:33:36 AM





Friday, July 8, 2022, 11:34:23 AM





ZONING NOTICE
From: 04

Friday, July 8, 2022, 11:36:02 AM



RESOLUTION NO. 3297

MEMORANDUM

TO: East Ridge City Council
FROM: Mark W. Litchford
DATE: August 9, 2022
RE: Access Agreement

The City of East Ridge approved Ordinance No. 1168 on July 28, 2022 relative to the abandonment of certain public right of ways relating to 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;

In connection with the approval of Ordinance No. 1168, the respective property adjacent owners to those right of ways, owners JSK GP (“JSK”) and Glen and Sharon Meadows (collectively “Meadows”), agreed to assure that perpetual access is maintained relating to a certain tract of land which runs perpendicular to Slater Road and Ringgold Road (“Access Area”).

The parties have agreed to an Access Agreement to memorialize this commitment. It is recommended that the parties agree to this Agreement and record the same thereafter in the Hamilton County Register’s Office.

RESOLUTION NO. 3297

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE AN ACCESS AGREEMENT WITH JSK GP, A TENNESSEE GENERAL PARTNERSHIP, AND GLEN AND SHARON MEADOWS

WHEREAS, the City of East Ridge approved Ordinance No. 1168 on second and final reading on July 28, 2022 relative to the abandonment of certain public rights-of-way relating to 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;

WHEREAS, in connection with the approval of Ordinance No. 1168, the respective property adjacent to those rights-of-way, owners JSK GP (“JSK”) and Glen and Sharon Meadows (collectively “Meadows”), agreed to assure that perpetual public access is maintained relating to a certain tract of land which runs perpendicular to Slater Road and Ringgold Road (“Access Area”) as shown on Exhibit “A” hereof; and

WHEREAS, a copy of the Access Agreement is attached hereto as Exhibit “B” which JSK and Meadows have approved to execute as part of the City’s approval to abandon the aforestated rights-of-ways; and

WHEREAS, the City desires to ensure that the Access Area is never closed or otherwise obstructed between Slater Road and Ringgold Road, and continued access over and above the Access Area is preserved in perpetuity.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the Access Agreement is hereby approved, and the Mayor is authorized to execute the Access Agreement with the Owner and Meadows.

BE IT FURTHER RESOLVED that the Access Area will not be closed or otherwise obstructed such that access over and above the Access Area is preserved in perpetuity.

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

Adopted this _____ day of _____ 2022.

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

EXHIBIT "A"

Book and Page: GI 5537 451

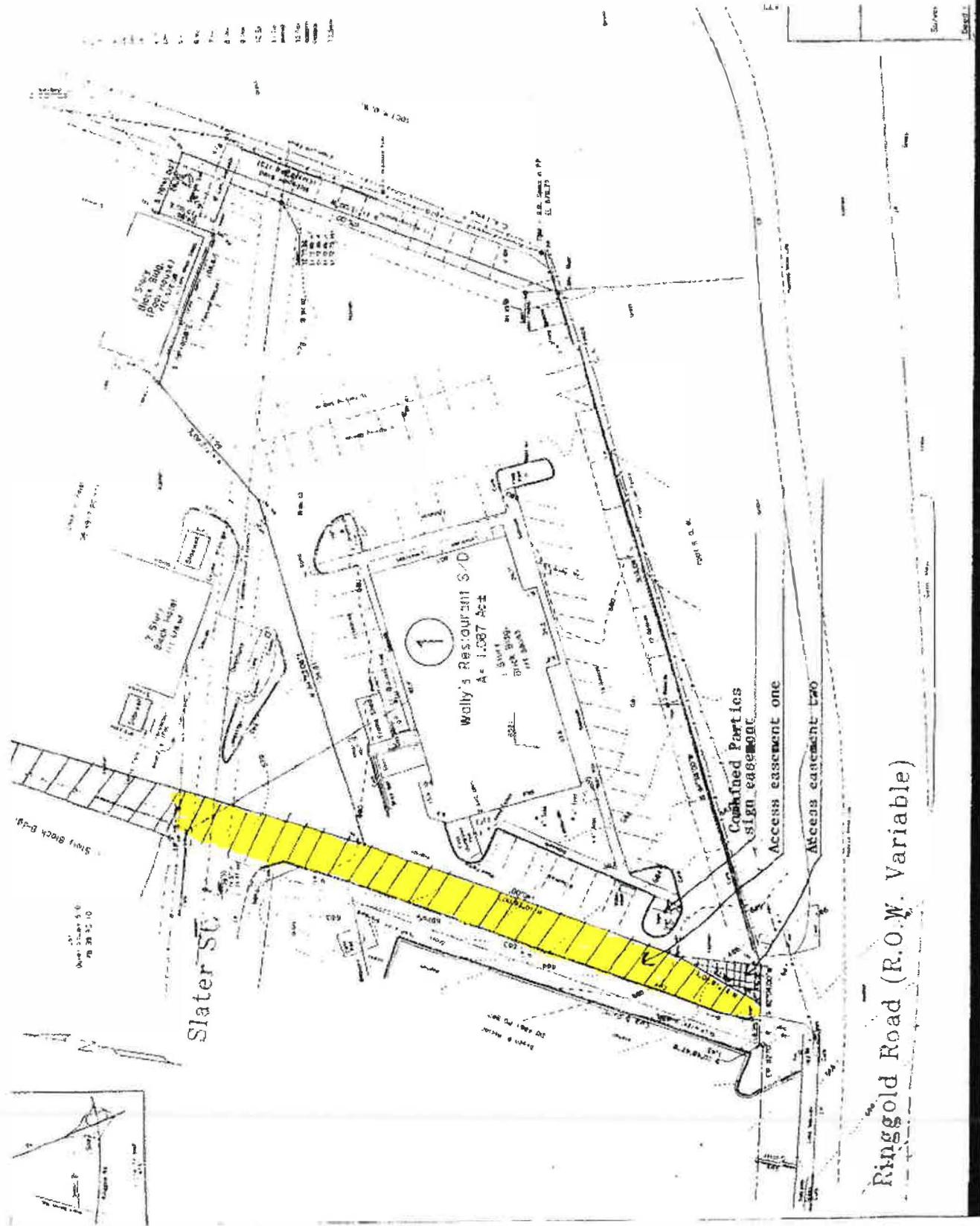


EXHIBIT "B"

ACCESS AGREEMENT

THIS Access Agreement ("**Agreement**") is made and entered into this ___ day of _____, 2022, by and between JSK GP, a Tennessee general partnership, (herein "**Owner**"), Glen and Sharon Meadows (collectively "**Meadows**"), 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 East Ridge 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. For purposes of this Agreement, the perpendicular area is hereinafter referred to as the "**Access Area**" and is approximately 25 feet in width and extends north and south from the Northern line of Ringgold 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 Access Area 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; and

WHEREAS, Meadows is the owner in fee simple of that tract of land ("**Meadows Tract**") located in the City of East Ridge of Hamilton County, Tennessee, known and described in Deed of record in Book 9087, Page 177, in the Register's Office of Hamilton County, Tennessee, which tract is adjacent to Owner's Tract; and

WHEREAS, Owner and Meadows are parties to and/or successors in interest to that certain Reciprocal Easement Agreement dated February 7, 2000, described in said Agreement of record in Book 5537, Page 447, in the Register's Office of Hamilton County, Tennessee; and

WHEREAS, the Reciprocal Easement Agreement relates, in part, to the Access Area set forth herein;

WHEREAS, an application ("**Application**") for road abandonment with respect to a portion of Slater Road that connects to and crosses over Owner's Tract has been submitted to the City, Case No. MR2022-127; and

WHEREAS, the City desires to ensure that the Access Area is never closed or otherwise obstructed between Slater Road and Ringgold Road such that continued access over and above the Access Area is preserved in perpetuity.

NOW, THEREFORE, for and in consideration of 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. **Non-Closure of Access Area.** Owner and Meadows do hereby agree to refrain from closing or otherwise obstructing the Access Area such that access over and above the Access Area is preserved in perpetuity.

3. **Running with the Land.** The 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. **Approval of Abandonment.** The City, in accordance with East Ridge Ordinance No. 1168, approves the abandonment of the portion of Slater Road as set forth in said Ordinance.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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

By: _____

Print Name _____

Title: _____

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: _____

JSK GP

By: [Signature]

Print Name Jasmin Patel

Title: Managing Partner

Dated: 7/29/22

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

The foregoing instrument was acknowledged and signed before me this 29 day of July, 2022, by Jasmin Patel, as the authorized representative for JSK GP, a Tennessee general partnership.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



GLEN MEADOWS

SHARON MEADOWS

Signature

Signature

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

The foregoing instrument was acknowledged and signed before me this ____ day of _____, 2022, by Glen Meadows and Sharon Meadows, in behalf of themselves, and acknowledged that they executed the same as their free act and deed.

NOTARY PUBLIC

My Commission Expires: _____

8. **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.

9. **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

By: _____

Print Name _____

Title: _____

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: _____

JSK GP

By: _____

Print Name _____

Title: _____

Dated: _____

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

The foregoing instrument was acknowledged and signed before me this 28 day of July, 2022, by _____, as the authorized representative for JSK GP, a Tennessee general partnership.

NOTARY PUBLIC

My Commission Expires: _____

GLEN MEADOWS



Signature

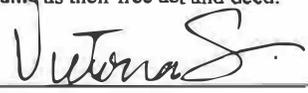
SHARON MEADOWS



Signature

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

The foregoing instrument was acknowledged and signed before me this 28 day of July, 2022, by Glen Meadows and Sharon Meadows, in behalf of themselves, and acknowledged that they executed the same as their free act and deed.



NOTARY PUBLIC

My Commission Expires: October 11, 2022



My Commission Expires Oct. 11, 2022



EAST RIDGE POLICE DEPARTMENT

4214 Ringgold Road ♦ East Ridge, TN 37412

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

Stan Allen
Chief of Police

RESOLUTION NO. 3298

AGENDA MEMORANDUM

TO: Mayor and City Council - City Manager

FROM: Chief Stan Allen

SUBJECT: Commercial Lease Agreement with Infinite Investment, LLC

DATE: August 3, 2022

The Police Department is requesting that the city enter into a lease agreement with Infinite Investment, LLC for a month-to-month lease for a space at 1465 Mack Smith Road for the purpose of moving the City's exercise equipment allowing access to all city employees the opportunity to work out. There would be no cost for the lease, but the city would be responsible for insurance, electricity, water and sewer service.

RESOLUTION NO. 3298

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE APPROVING A COMMERCIAL LEASE AGREEMENT WITH INFINITE INVESTMENT LLC FOR PROPERTY LOCATED AT 1465 NORTH MACK SMITH ROAD

WHEREAS, the City of East Ridge wishes to provide a workout facility for its employees; and

WHEREAS, Infinite Investment, LLC, has a facility located at 1465 North Mack Smith Road that it wishes to lease to the City to be used for such purposes at no rental cost to the City.

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 execute a commercial lease agreement with Infinite Investment, LLC, for property located at 1465 North Mack Smith Road at no rental cost to the City, on a month-to-month basis, to be used as a workout facility for the City's employees.

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

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this _____ day of _____, _____

BETWEEN:

Infinite Investment LLC of 5340 Ringgold Rd, Chattanooga, TN 37412, USA

Telephone: (423) 834-6014

(the "Landlord")

OF THE FIRST PART

- AND -

City Of Eastridge of 1517 Tombras Ave, East Ridge, TN 37412, USA

Telephone: (423) 867-7711

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 1465 N Mack Smith Rd, Chattanooga, TN 37412, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are

- not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
 - e. "Premises" means the commercial premises at 1465 N Mack Smith Rd, Chattanooga, TN 37412, USA.
 - f. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

- 2. The Landlord agrees to rent to the Tenant the commercial premises municipally described as 1465 N Mack Smith Rd, Chattanooga, TN 37412, USA (the "Premises").

The Premises will be used for only the following permitted use (the "Permitted Use"):
GYM.

- 3. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the Building containing the Premises.
- 4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.

5. The Premises are provided to the Tenant without any fixtures, chattels or leasehold improvements.

Term

6. The term of the Lease is a periodic tenancy commencing at 12:00 noon on July 28, 2022 and continuing on a month-to-month basis until the Landlord or the Tenant terminates the tenancy (the "Term").

Rent

7. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$_____, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
8. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord.
9. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Operating Costs

10. In addition to the Base Rent and as Additional Rent, without setoff, abatement or deduction, the Tenant will pay All Metered Utilities, Maintenance and Any Improvement of the Leased Space.
11. The Tenant will pay to the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

Landlord's Estimate

12. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord

may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installment throughout the applicable period with the monthly installment of Base Rent. With respect to any item of Additional Rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the Term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the installment paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Use and Occupation

13. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
14. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
15. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice

recommended by all appropriate authorities).

Security Deposit

16. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$_____ (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
17. The Tenant may not use the Security Deposit as payment for the Rent.

Quiet Enjoyment

18. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

19. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

20. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the Term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Landlord Chattels

21. The Landlord will not supply any chattels.

Tenant Improvements

22. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
 - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
 - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

23. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, internet and cable.
24. The Tenant will also directly pay for the following utilities and other charges in relation to the Premises: All the Maintenance and Improvements..

Insurance

25. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
26. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

27. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Abandonment

28. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

29. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of twelve (12%) per cent per annum from the due date until paid.

Governing Law

30. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Tennessee, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

31. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Tennessee (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

32. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

33. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Additional Provisions

34. The Tenant acknowledges that any property related maintenance will be performed by tenant at tenant's expense including but not limited all property structures, roof, parking, HVAC, Plumbing ECT.

Care and Use of Premises

35. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
36. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
37. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

38. The Tenant will not engage in any illegal trade or activity on or about the Premises.
39. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

40. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

41. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

42. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

43. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
44. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
45. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
46. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

- 47. Time is of the essence in this Lease.
- 48. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this _____ day of _____, _____

Infinite Investment LLC (Landlord)

(Witness)

Per: _____ (SEAL)

City Of Eastridge (Tenant)

(Witness)

Per: _____ (SEAL)

BIDS TO BE OPENED 8/9/2022 @ 2 PM

RESOLUTION NO. 3299

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, AWARDED
CONTRACT FOR STREET PAVING AT VARIOUS
SITES**

WHEREAS, the City believes that maintaining its streets is very important to the overall integrity of the City; and

WHEREAS, the City of East Ridge advertised for bids on July 17, 2022 for street paving at various sites around the city; and

WHEREAS, sealed bids were opened and publicly read on August 9, 2022; and

WHEREAS, City staff has maintained bid files with information received by various bidders; and,

WHEREAS, after conducting a public bid and after review of all bids submitted, Staff has submitted bid information and recommends as indicated in the attached memorandum.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that bid be awarded to _____ for street paving at various sites around the City.

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

Adopted this _____ day of _____ 2022

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved to Form:

Mark W. Litchford, City Attorney



City of East Ridge

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

RESOLUTION NO. 3300

AGENDA MEMO

TO: Mayor and Council

FROM: Chris Dorsey, City Manager

SUBJECT: Approval for the North Mack Smith South Access Road Extension

DATE: August 9, 2022

Mayor and Council,

The City has learned that we do have a 50 foot right of way easement which extends from the end of the road in front of the Budgetel around to the entrance of the Gateway. So this item is for the Council to discuss and vote on possibly extending the roadway from its currently voted on termini which is around the area of the Budgetel to now end at the Gateway entrance, utilizing the 50 foot right of way. For the above referenced project, the approximate cost stays at \$4,019,351 which was already approved earlier. The length of the road was shortened but a revised number wasn't available at the time.

Respectfully,
Chris Dorsey

RESOLUTION NO. 3300

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND RESOLUTION 3279 TO EXTEND THE NORTH MACK SMITH SOUTH ACCESS ROAD PROJECT ON EXISTING PUBLIC RIGHT-OF-WAY

WHEREAS, on June 9, 2022, the City Council approved Resolution No. 3279 relative to road renovations for the designated right of way portion of North Mack Smith Road from Ringgold Road north up to the property located at 1402 Mack Smith Road, Tax Map No. 169L-K-020.01, as depicted on the Roadway Plan renderings designed by ASA Engineering (Project No. 21-0154) attached to said Resolution No. 3279; and

WHEREAS, the City designated the road improvements as Capital Project No. 341-43123, North Mack Smith South Access Road Project; and

WHEREAS, there exists a 50-ft perpetual public right of way easement over and across the property located at 1403 Mack Smith Road, Tax Map No. 169L-K-020, and terminating at the unaddressed property located at Tax Map No. 169E-D-008; and

WHEREAS, the North Mack Smith South Access Road Project is intended to improve and renovate North Mack Smith Road in connection with the retail economic development project known as the Gateway Development (“Development Project”) which said Development Project is an economic development project within the Border Region District (“District”) as defined in the Board Region Retail Tourism Development District Act, T.C.A. § 7-40-101 *et seq.* (“Act”); and

WHEREAS, the City desires to amend Resolution No. 3279 to extend the North Mack Smith South Access Road Project up to the entrance of the Development Project at Tax Map No. 169E-D-008 as set forth in the attached Roadway Plan; and

WHEREAS, the Council finds extending this Project to the entrance of the Development Project is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that Resolution No. 3279 is hereby amended to extend the North Mack Smith South Access Road Project, Capital Project No. 341-43123, through the 50-ft perpetual public right of way easement over and across the property located at 1403 Mack Smith Road, Tax Map No. 169L-K-020, and terminating at the unaddressed property located at Tax Map No. 169E-D-008.

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

Adopted as of this _____ day of _____ 2022.

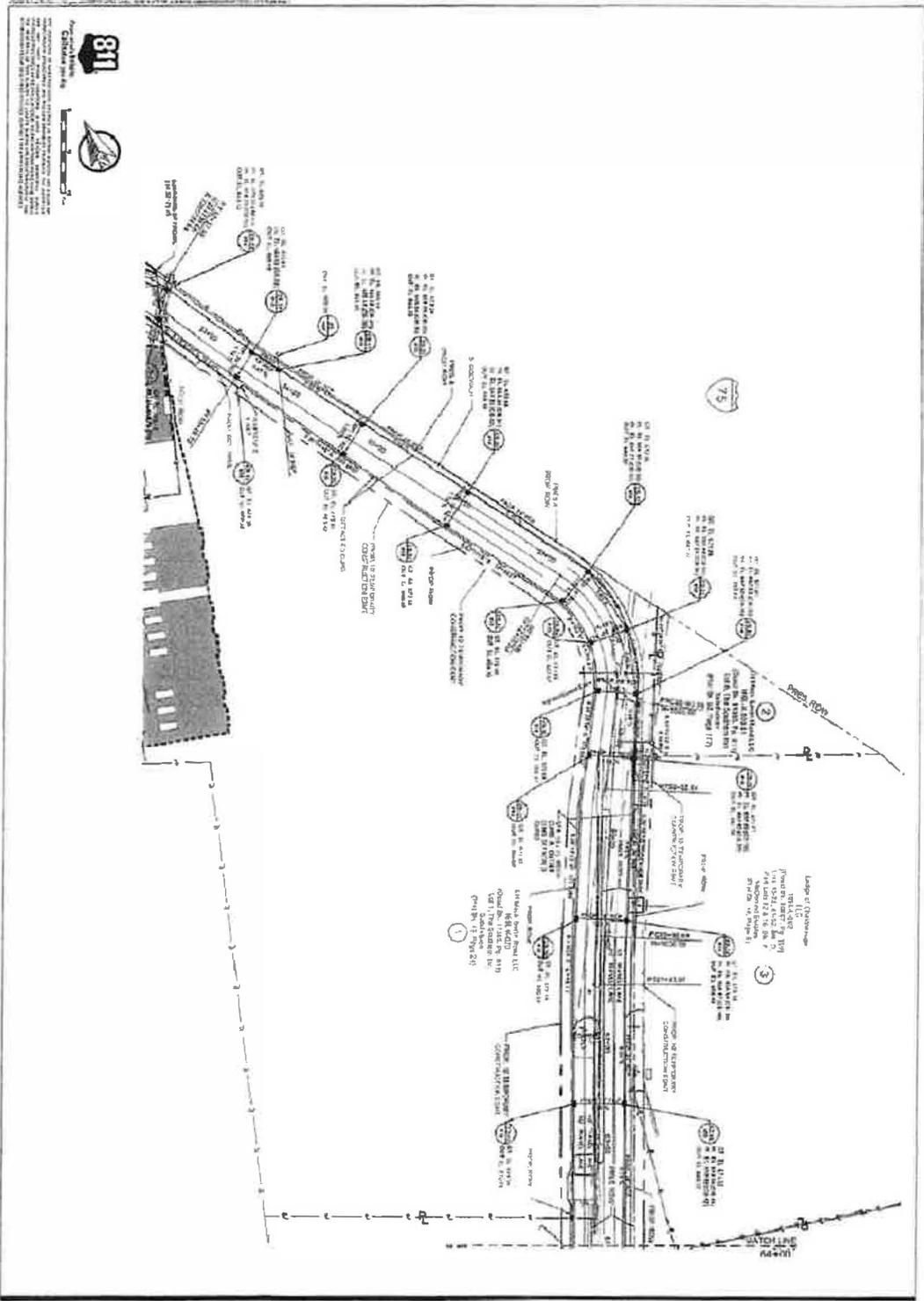
Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



811
CHINA ROAD

ROW PLANS
FOR
N MACK SMITH RD (SOUTH END)
FOR
CITY OF EAST RIDGE

DATE: 10/15/2010

ASA
ARCHITECTURAL SERVICES ASSOCIATES, INC.
1000 EAST RIVER ROAD
EAST RIDGE, TN 37413
TEL: 615-875-1100

PROJECT INFORMATION

PROJECT NO.	10-001
DATE	10/15/2010
SCALE	AS SHOWN
DRAWN BY	ASA
CHECKED BY	ASA
IN CHARGE	ASA

ROW PLANS
FOR
N MACK SMITH RD (SOUTH END)
FOR
CITY OF EAST RIDGE

DATE: 10/15/2010

ASA
ARCHITECTURAL SERVICES ASSOCIATES, INC.
1000 EAST RIVER ROAD
EAST RIDGE, TN 37413
TEL: 615-875-1100

**RESOLUTION NO. _____ - Bids for Sports Photography for
2022-2023 Sports Season**

To be opened August 9, 2022 @ 2 pm



City of East Ridge

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

Finance Department
Diane Qualls, Director

MEMO

TO: Mayor, Council and City Manager

FROM: Diane Qualls, CMFO

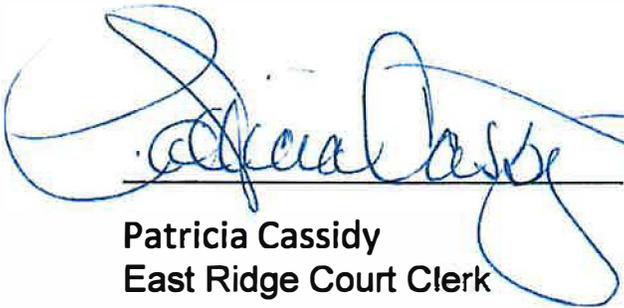
DATE: 08/09/2022

RE: Bond Issue

Staff is in the process of reviewing the need to do a bond issue for various road projects within the city. The amount that we are discussing with the Tennessee Municipal Bond Fund will be approximately \$10 million dollars. Our goal is to have the process done before interest rates rise again in the fall. These projects are within the Border Region area and the costs will be submitted for reimbursement.

MEMO – TYLER TECHNOLOGIES

This memo is to receive approval to begin the process of Tyler Technologies to begin their process for integrating the court with the police department for software and training. This was approved in my budget. I now come before the council for approval so that we can begin the process.



Patricia Cassidy
East Ridge Court Clerk

7-20-2022