

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

**December 8, 2022
6:00 pm**

1. Call to Order
2. Invocation
3. A. Roll Call
- B. Employee Milestone Awards for November 2022
- C. Oath of Honor – Two Police Officers
- D. Christmas Parade Awards
- E. Presentation of FY 2022 Audit - HHM
4. Consent Agenda:
 - A. Approval of Minutes November 10, 2022 Council Meeting
 - B. Approval of Minutes November 14, 2022 Called Meeting
 - C. Approval of August and September 2022 Financial Report
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from Interim City Manager
8. Old Business: None
9. New Business:
 - A. **PUBLIC HEARING FOR ORDINANCE NO. 1177 – REZONING OF 664, 678, AND 691 LAYFIELD ROAD FROM R-1 RESIDENTIAL TO R-3 RESIDENTIAL APARTMENT DISTRICT**
 - B. **ORDINANCE NO. 1177 – 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 664, 678, AND 691 LAYFIELD ROAD, TAX MAP #170J-B-004.02, 004.03 AND 004.06, FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (1st reading)**

- C. **PUBLIC HEARING FOR ORDINANCE NO. 1178** - REZONING OF 6000 BLOCK OF GRASTON AVENUE FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT
- D. **ORDINANCE NO. 1178** – 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 IN THE 6000 BLOCK OF GRASTON AVENUE, TAX MAP #169C-C-001.02, FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (1st reading)
- E. **RESOLUTION NO. 3331** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH DARSH HOSPITALITY LLC, RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO
- F. **RESOLUTION NO. 3332** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE CITY OF EAST RIDGE SUBDIVISION REGULATIONS, ARTICLE 1. GENERAL PROVISIONS AND ARTICLE 3. DESIGN STANDARDS, SECTION 302 STREETS, SECTION 302.2.6 WIDTH OF EXISTING STREETS TO BE IN COMPLIANCE WITH TENNESSEE PUBLIC CHAPTER 1128
- G. **RESOLUTION NO. 3333** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE EAST RIDGE SUBDIVISION REGULATIONS ARTICLE 1. GENERAL PROVISIONS, ARTICLE 2. SUBDIVISION PROCEDURES, AND ARTICLE 6. DEFINITIONS
- H. **RESOLUTION NO. 3334** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, CANCELLING THE SECOND MEETING IN THE MONTH OF DECEMBER 2022
- I. **RESOLUTION NO. 3335** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE INTERIM CITY MANAGER TO APPROVE THE ATTACHED CHANGE ORDER REQUEST #2 FROM TALLEY CONSTRUCTION, INC. IN REGARD TO ADDITIONAL STORM SEWER WORK AS PART OF THE MULTI-MODAL PROJECT
- J. Discussion of Tentative Agenda Items for the **December 22, 2022** Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA
December 22, 2022**

8. Old Business:

- A. **ORDINANCE NO. 1177** – 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 664, 678, AND 691 LAYFIELD ROAD, TAX MAP #170J-B-004.02, 004.03 AND 004.06, FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (2nd and final reading)
- B. **ORDINANCE NO. 1178** – 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 IN THE 6000 BLOCK OF GRASTON AVENUE, TAX MAP #169C-C-001.02, FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (2nd and final reading)
- C. **RESOLUTION NO. 3326** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE THE APPOINTMENT OF _____ BY COUNCILMEMBER HELTON TO THE EAST RIDGE BEER BOARD – (tabled November 10, 2022)

9. New Business:

- A. **RESOLUTION NO. ____** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE APPOINTMENT OF _____ BY COUNCILMEMBER CAGLE TO THE EAST RIDGE LIBRARY BOARD
- B. **RESOLUTION NO. ____** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE APPOINTMENT OF _____ BY COUNCILMEMBER WITT TO THE EAST RIDGE LIBRARY BOARD
- C. **RESOLUTION NO. ____** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE APPOINTMENT OF _____ TO THE EAST RIDGE LIBRARY BOARD
- D. **RESOLUTION NO. ____** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE THE APPOINTMENT OF _____ BY COUNCILMEMBER WITT TO THE EAST RIDGE BEER BOARD TO FILL THE UNEXPIRED TERM OF DAVID TYLER
- E. **RESOLUTION NO. ____** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE APPOINTMENT OF _____ TO SERVE AS THE COUNCIL APPOINTEE TO THE EAST RIDGE PLANNING COMMISSION

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

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

The East Ridge City Council met pursuant to notice on November 10, 2022, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

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

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

Attendance: 11

Report on Debt Obligation – Finance Director Qualls gave the report. We are required by the State to notify council that we have closed on a loan that was already approved by council. This is a \$1 million loan and we have only done one draw on the loan.

Donation from East Ridge Police Department to the East Ridge Food Pantry for No-Shave November – Chief Uselton stated that once a year officers donate money to a particular charity. This year they are donating \$600 to the Faith Food Pantry. Daniel Beard accepted the donation on behalf of the Food Pantry.

Approval of Minutes October 27, 2022 Council Meeting – Vice Mayor Chauncey made a motion, seconded by Councilmember Helton, to approve the minutes. The vote was unanimous. Motion approved.

Communication from Citizens:

Aaron Oliver, 3934 S. Mission Oaks Drive, asked who owns the storm drainage system in East Ridge. They have a lot of trees in the sewer lines. Contractors that came out have torn up the streets and yards in the neighborhood. Finance Director Qualls will have Street Department Supervisor Vaughn check on this tomorrow.

Communication from Councilmembers:

Councilmember Cagle thanked the candidates who ran in the recent election for picking up their signs in a timely manner.

Vice Mayor Chauncey congratulated Mayor Williams and Councilmember Cagle on their wins in the recent election.

Councilmember Helton congratulated the Mayor, Councilmember Cagle, and Councilmember-elect Tyler on their wins in the recent election.

Councilmember Witt also congratulated all the candidates who won in the election.

Mayor Williams discussed the following:

- November 3, 2022 - The East Ridge Chapter of the Chattanooga Chamber of Commerce held a chili cook-off. Debbie Lance won first place and Ginger Howard won second.
- November 3, 2022 – Guns and Hoses event – The Mayor congratulated Aaron Smith with the Fire Department for winning his match at this event.
- November 7, 2022 - Leaf pick-up will begin and run from November – February.
- The Mayor congratulated Councilmember Cagle, Councilmember-elect Tyler, Vice Mayor Chauncey and Councilmember/Representative Helton on their wins in the election. He also thanked all the candidates who ran for office.
- Tomorrow is Veteran’s Day. He asked everyone to remember our veterans.
- November 12, 2022 – 9 am – 1 pm – The Police Department will have a Fill A Cruiser event to help the East Ridge Food Pantry.
- November 18-20, 2022 – The grand opening and Christmas Open House at the new Mercantile at the Ridge.
- November 19, 2022 - 6:30 pm – The East Ridge Christmas Parade with 94 entries at this time.
- Library
 - November 12, 2022, 11 am - Book club for adults
 - Now through November 18, 2022 - Disguise a turkey contest. Pick up a “turkey” to decorate and an entry form.
 - Food for Fines - Bring a non-perishable item, including pet food, and get \$1 off of book fines.
- Parks and Recreation
 - Indoor soccer, baseball, basketball registration. They are also looking for coaches. Reach out to East Ridge Parks and Recreation for more information.
 - Aerobics classes Tuesday and Thursday from 6 – 7 pm and on Saturday morning from 9 am – 10 am.

Communication from City Manager:

City Attorney Litchford announced that City Manager Dorsey has resigned his position with the City. Mr. Litchford met with Mr. Dorsey to work out the terms of an agreement, which states Mr. Dorsey will receive his current monthly base salary for six and one-half (6.5) months, together with all accrued benefits under the agreement up through November 10, 2022, with payments to be paid in accordance with the City’s regular payroll schedule.

Councilmember Helton made a motion, seconded by Vice Mayor Chauncey, to accept Mr. Dorsey’s resignation with the provisions previously discussed. The vote was unanimous. Motion approved. **(This will be Resolution No. 3329.)**

Old Business:

New Business:

RESOLUTION NO. 3326 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE THE APPOINTMENT OF _____ BY COUNCILMEMBER HELTON TO THE EAST RIDGE BEER BOARD – Councilmember Helton made a motion, seconded by Councilmember Witt, to table this item until the next meeting. The vote was unanimous. Motion approved.

RESOLUTION NO. 3327 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO MEMORIALIZE THE MAYOR’S APPOINTMENT OF _____ AS CHAIRPERSON OF THE BEER BOARD – Mayor Williams made a motion, seconded by Vice Mayor Chauncey, to reappoint Roy Keown as Chairperson of the Beer Board. The vote was unanimous. Motion approved.

RESOLUTION NO. 3328 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE ADVANCEMENT OF STATE SALARY SUPPLEMENT PAYMENTS FOR ELIGIBLE FIREFIGHTERS AND POLICE OFFICERS – Chief Williams and Chief Uselton came up to discuss the salary supplement. This is a supplement that eligible firefighters and police officers receive from the state for post certification. This year the amount is \$800 per person. Vice Mayor Chauncey made a motion, seconded by Councilmember Witt, to approve Resolution No. 3328. The vote was unanimous. Motion approved.

Discussion of Tentative Agenda Items for the December 8, 2022 Council Meeting:

3. B. Employee Milestone Awards for November 2022
- C. Christmas Parade Awards
8. **Old Business:** None
9. **New Business:**
 - A. **RESOLUTION NO. ____ - Appointment to the Library Board – Councilmember Cagle** – No discussion
 - B. **RESOLUTION NO. ____ - Appointment to the Library Board – Councilmember Witt** – No discussion
 - C. **RESOLUTION NO. ____ - Appointment to the Library Board – Council appointment** – No discussion
 - D. **RESOLUTION NO. ____ – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH DARSH HOSPITALITY LLC, RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO (If approved by the IDB on November 17, 2022)** – City Attorney Litchford stated there is

currently a hotel operating on this property. Developers plan to do a \$2.5 million renovation. The projection is \$400,000 for the Border Region.

The Mayor also added the following items to the December 8, 2022 agenda.

- Rezoning Layfield Drive – R-1 to R-3 – approved by the Planning Commission
- Rezoning Graston Avenue – R-1 to R-3 – approved by the Planning Commission
 - Councilmember Cagle would like for someone to check to see if this rezoning will conflict with the abandonment Council approved on Peck Drive in a previous meeting.
- Officers’ oath of honor (2)
- Beer board appointment
- Presentation of audit
- Planning commission appointment
- Consider cancelling the December 22nd Council meeting.

Councilmember Cagle suggested that the Council reach out to former City Manager Scott Miller to see if he would be interested in serving as Interim City Manager. City Attorney Litchford stated Council would need to have a called meeting in order to appoint an Interim. A called meeting was scheduled for Monday, November 14, 2022 at 6:30 pm to discuss the Interim City Manager.

Mayor Williams stated he is humbled and honored to be reelected and appreciates everyone that supported him.

Councilmember Cagle asked if we closed off McDonald Road going into Georgia. The Mayor stated we were unable to do so. Kenny Custer, with ASA Engineering, stated that when he was with the City, we attempted to close the road, but ran into hurdles because someone is planning to develop one of the tracts. It is posted “no tractor trailers.”

Being no further business, the meeting was adjourned.

MINUTES OF THE EAST RIDGE CITY COUNCIL

CALLED MEETING

November 14, 2022 – 6:30 pm

The East Ridge City Council met pursuant to notice on November 14, 2022, 6:30 pm at East Ridge City Hall. Mayor Williams called the meeting, and all Councilmembers were given notice of the call. The meeting was called for the purpose of the following:

- Discussion of the Interim City Manager

Mayor Williams called the meeting to order.

Robert Jones gave the invocation. All joined in the Pledge of Allegiance to the Flag.

Communication from Citizens: None

RESOLUTION NO. 3330 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE APPROVING THE APPOINTMENT OF THE INTERIM CITY MANAGER – City Attorney Litchford read on caption. Vice Mayor Chauncey made a motion, seconded by Councilmember Cagle, to approve Resolution No. 3330 to appoint Scott Miller as the Interim City Manager. The vote was unanimous. Motion approved. Mayor Williams asked Mr. Miller if he is willing to accept the appointment. Mr. Miller stated it would be an honor to accept.

Vice Mayor Chauncey asked if the Council was going to discuss the compensation package. The Mayor stated that will be discussed and voted on. Councilmember Helton stated she appreciates Mr. Miller's willingness to come back and serve as Interim City Manager. Mr. Miller stated he has missed government after serving 44 years. During his time since he left, he volunteers as CHI Memorial Hospital and serves on the Board of Elders at his church. The Mayor thanked Mr. Miller for his previous service and for serving on City boards since he left as City Manager. Ms. Witt also thanked Mr. Miller for serving. Councilmember Witt made a motion seconded by Councilmember Helton, to pay Mr. Miller the same base salary as the previous City Manager and provide him with a City phone. The vote was unanimous. Motion approved.

Being no further business, the meeting was adjourned.

City of East Ridge

Summary Financial Statement of Revenues and Expenditures

Aug-22

Unaudited

Spent YTD

16.67%

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
110 General Fund						
REVENUE						
31100	Property Taxes	6,250,000	0	0	0.00%	16.67%
31200	Property Taxes (Delinquent)	475,000	19,526	30,197	6.36%	16.67%
31610	Local Sales Tax - Co. Trustee	3,100,000	318,174	352,749	11.38%	16.67%
31611	Incremental State Sales Tax	4,900,000	0	0	0.00%	16.67%
31710	Wholesale Beer Tax	402,199	46,040	39,736	9.88%	16.67%
31800	State Net Allocation	250,000	7,086	6,208	2.48%	16.67%
31810	Minimum Business Licenses	5,000	0	727	14.54%	16.67%
31824	Solicitors' Permit	100	0	0	0.00%	16.67%
31827	5% State Commission	22,000	795	0	0.00%	16.67%
31912	* Cable TV Franchise Tax	260,000	0	0	0.00%	16.67%
31961	Liens Collected by Trustee	15,000	0	0	0.00%	16.67%
32120	Wrecker Licenses	350	0	0	0.00%	16.67%
32200	Alcoholic Beverage Tax	10,000	0	882	8.82%	16.67%
32210	Beer Licenses & Etc.	7,000	100	450	6.43%	16.67%
32220	Liquor Licenses	6,000	0	1,000	16.67%	16.67%
32225	Fireworks Fees/Permits	3,000	0	0	0.00%	16.67%
32226	Annual Fireworks Permit Fee	300	0	0	0.00%	16.67%
32610	Building Permits	150,000	23,596	33,789	22.53%	16.67%
32615	Fire Preventions/Permits	2,000	450	150	7.50%	16.67%
32620	Electrical Permits	30,000	3,150	3,420	11.40%	16.67%
32630	Plumbing Permits	12,000	1,959	2,816	23.47%	16.67%
32640	Natural Gas Permits	2,000	366	240	12.00%	16.67%
32650	Excavating Permits (St. Opening	2,500	420	3,830	153.20%	16.67%
32660	Zoning Permits	2,000	200	1,450	72.50%	16.67%
32671	Regular Sign Permits	5,000	745	530	10.60%	16.67%
32672	Temporary Sign Permits	300	150	0	0.00%	16.67%
32690	Plan Review Fees	100	0	0	0.00%	16.67%
32691	Tree Trimming Permits	100	30	0	0.00%	16.67%
32905	Other Code Enforcement Fees	20,000	360	18,313	91.56%	16.67%
32960	Yard Sale Permits	200	10	0	0.00%	16.67%
32990	Mechanical Permits	12,000	1,565	4,072	33.93%	16.67%
33140	ARPA Funds - Federal	3,142,492	0	0	0.00%	16.67%
33190	FEMA/TEMA FY 2021	0	0	0	0.00%	16.67%
33191	Direct Appropriation State of TN	0	0	5,000,000	0.00%	16.67%
33410	State Law Enforcement Education	37,600	0	0	0.00%	16.67%
33430	State Fire Service Educational Grant	20,000	0	0	0.00%	16.67%
33490	TN Cares Act (Governor's Grant)	0	246,749	0	0.00%	16.67%
33510	State Sales Tax	2,460,537	211,899	230,313	9.36%	16.67%
33511	Interstate Telecom. Sales Tax	5,000	483	0	0.00%	16.67%
33512	Sportsbetting	33,250	4,397	5,441	16.36%	16.67%
33513	Occupcity Tax	2,000	373	0	0.00%	16.67%
33515	State Sales Tax/Telecommunications	500	0	366	73.16%	16.67%
33520	State Income Tax	0	0	0	0.00%	16.67%
33530	** State Beer Tax	10,415	0	0	0.00%	16.67%
33540	State Mixed Drink Tax	75,000	7,923	8,355	11.14%	16.67%
33552	State-City Streets And Transportation	40,565	3,471	3,384	8.34%	16.67%
33560	Seized/Awarded by Statc	0	0	0	0.00%	16.67%
33591	* TVA - Gross Receipts Tax	231,985	0	0	0.00%	16.67%
33593	Corporate Excise Tax	6,000	0	0	0.00%	16.67%
34121	Clerks' Fees - Business Tax	1,500	240	465	31.00%	16.67%

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
34211	Accident Report Charges	1,000	257	236	23.60%	16.67%
34212	Driver Licenses Reinstatement Fee	2,000	760	50	2.50%	16.67%
34221	Ridgeside Fire Service Contract	112,119	17,968	17,968	16.03%	16.67%
34231	Police Services	0	2,452	0	0.00%	16.67%
34314	Mowing	9,800	0	0	0.00%	16.67%
34500	Donations - New Animal Shelter	2,500	0	270	10.80%	16.67%
34510	Donations - Dog Park	0	500	0	0.00%	16.67%
34515	Rabies & Spay/Neuter Cert.	500	30	0	0.00%	16.67%
34516	Registration	1,000	50	25	2.50%	16.67%
34517	Adoption	3,000	440	150	5.00%	16.67%
34518	Board & Impound Fees	1,000	100	0	0.00%	16.67%
34520	A/S Donations-Designated	2,500	1,150	0	0.00%	16.67%
34641	Indoor Soccer Income	135,000	0	0	0.00%	16.67%
34642	Community Center Income	18,000	3,140	10,336	57.42%	16.67%
34643	Outdoor Soccer Fees	60,000	26,015	22,190	36.98%	16.67%
34644	Baseball Fees	25,000	6,750	7,895	31.58%	16.67%
34645	Softball Fees	19,500	6,255	9,160	46.97%	16.67%
34646	Gate	12,000	1,125	1,883	15.69%	16.67%
34647	McBrien Indoor Facility	0	150	0	0.00%	16.67%
34648	Adult League - Softball	35,000	16,960	11,380	32.51%	16.67%
34649	Concerts/Events - Camp Jordan	10,000	25,329	300	3.00%	16.67%
34651	Multi-Purpose Building (Arena)	115,000	16,550	26,591	23.12%	16.67%
34652	Pavilion Rental	15,000	3,575	2,400	16.00%	16.67%
34653	Track Rental	3,500	0	0	0.00%	16.67%
34654	Field Rental	85,000	13,318	13,595	15.99%	16.67%
34655	Amphitheater	5,000	2,150	0	0.00%	16.67%
34656	Concessions	40,000	9,976	7,491	18.73%	16.67%
34657	Overnight - Rv Rental	18,000	3,110	2,760	15.33%	16.67%
34658	Tournament Team Fees	1,500	0	0	0.00%	16.67%
34712	Sponsorship/Parks & Rec	5,000	0	0	0.00%	16.67%
34720	Football Gate	5,000	0	0	0.00%	16.67%
34751	Basketball Gate	15,000	0	0	0.00%	16.67%
34741	Adult Basketball Fees	0	0	0	0.00%	16.67%
34742	Basketball Player Fees	13,000	5,699	0	0.00%	16.67%
34743	Football Player Fees	6,610	5,845	9,520	144.02%	16.67%
34744	Photography	1,200	0	0	0.00%	16.67%
34745	Vending/Concessions	5,000	2,116	785	15.69%	16.67%
34746	Cheerleading	2,675	2,675	0	0.00%	16.67%
34747	Rent-Arena Equipment	37,000	8,129	0	0.00%	16.67%
34749	Soccer Field Rentals	75,000	2,270	10,157	13.54%	16.67%
34760	Library Charges	1,200	143	169	14.07%	16.67%
34761	Library - Copies	1,500	119	164	10.96%	16.67%
34794	Community Center M. Fee	1,000	0	35	3.50%	16.67%
35100	Municipal Court Fines & Costs	400,000	78,918	83,004	20.75%	16.67%
35120	Public Defender Fees	500	0	0	0.00%	16.67%
35150	Diversion Filing	300	0	0	0.00%	16.67%
36100	Interest Earnings	3,000	213	2,024	67.48%	16.67%
36211	Rent - Cell Tower	10,792	2,154	2,154	19.96%	16.67%
36330	Sale Of Equipment	25,000	455	0	0.00%	16.67%
36350	Insurance Recoveries	20,000	1,000	0	0.00%	16.67%
36724	Settlements (Lawsuits)	0	0	0	0.00%	16.67%
36901	Pipes/Culverts	4,000	1,190	0	0.00%	16.67%
36902	Repayment - Damages- Traffic Device	0	0	0	0.00%	16.67%
36903	Christmas Parade	400	0	0	0.00%	16.67%
36905	Designated Police-Sale of Vehicles	0	6,390	2,553	0.00%	16.67%
36932	Proceeds - Loan/Lease Purchase	0	0	0	0.00%	16.67%
36990	Miscellaneous Revenues	20,000	11,859	3,432	17.16%	16.67%

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
36992	Hamilton County	0	0	0	0.00%	16.67%
37200	AHO - Fines/Court Costs	3,000	500	0	0.00%	16.67%
	Use of Fund Balance	0	2,375,032	0	0.00%	16.67%
	Total Revenues	23,400,089	3,563,072	5,997,562	25.63%	16.67%
EXPENDITURES						
41000	General Government	1,137,661	595,739	127,613	11.22%	16.67%
41100	Administrative	1,159,036	214,433	182,202	15.72%	16.67%
41111	City Council	124,099	36,373	13,494	10.87%	16.67%
41210	Municipal Court	426,536	56,803	66,666	15.63%	16.67%
41520	City Attorney	122,075	10,775	8,486	6.95%	16.67%
41800	Buildings & Grounds Maintenance	337,552	44,369	49,766	14.74%	16.67%
41900	City Hall Complex	43,103	7,530	7,320	16.98%	16.67%
42100	Police	2,278,227	878,232	909,956	39.94%	16.67%
42121	Criminal Investigation	797,124	135,313	108,998	13.67%	16.67%
42123	Patrol	2,488,872	458,273	356,014	14.30%	16.67%
42125	Traffic Division	321,204	15,083	24,417	7.60%	16.67%
42200	Fire Department	2,822,096	483,282	534,401	18.94%	16.67%
42400	Building/Planning/Zoning	669,033	142,380	105,470	15.76%	16.67%
43110	Highway And Street	526,543	71,541	59,344	11.27%	16.67%
43120	Traffic Control & Street Markers	340,053	47,438	48,373	14.23%	16.67%
43150	Grants	0	0	0	0.00%	16.67%
43170	Transfer Station/Brush Pit/Fleet	9,300	1,502	1,668	17.94%	16.67%
44140	Animal Control	352,642	45,292	42,902	12.17%	16.67%
44410	Parks and Recreation	898,298	154,250	137,729	15.33%	16.67%
44420	Multi-Purpose Recreation Bldg	241,853	44,063	39,736	16.43%	16.67%
44430	Community Center	237,504	25,689	16,201	6.82%	16.67%
44450	McBrien Complex	11,000	1,786	206	1.87%	16.67%
44610	Soccer - Recreation	52,900	0	2,977	0.92%	16.67%
44620	Soccer - Indoor	64,750	0	0	0.00%	16.67%
44630	Baseball/Softball	59,400	5,791	11,305	19.03%	16.67%
44640	Football/Cheer	10,450	2,739	5,583	53.43%	16.67%
44650	Adult Softball	34,200	10,633	0	0.00%	16.67%
44700	Basketball	14,750	75	0	0.00%	16.67%
44710	Adult Basketball	0	2,057	0	0.00%	16.67%
44800	Libraries	281,016	42,681	36,195	12.88%	16.67%
44810	History Museum	400	9	352	88.00%	16.67%
46500	Community Development Programs	5,000	0	735	14.70%	16.67%
43530	Transfer to ARPA Fund	3,142,192	0	0	0.00%	16.67%
47200	Economic Development	3,518,915	28,940	735	0.02%	16.67%
49100	Debt Service	497,305	0	0	0.00%	16.67%
49400	Capital Projects - Transfer Out	375,000	0	0	0.00%	16.67%
	Total Expenditures	23,400,089	3,563,072	2,898,844	12.38%	
Total	## General Fund	0	0	3,098,718		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
121 State Street Aid						
REVENUE						
33450	State Grant - TIP Funds	448,996	0	0	0.00%	16.67%
33460	State Grant - HIP Funds	279,466	0	0	0.00%	16.67%
33550	2017 Gas Tax - Improve	175,000	0	17,241	9.85%	16.67%
33551	State Gasoline And Motor Fuel Tax	570,000	0	49,017	8.60%	16.67%
36100	Interest Earnings	100	22	30	30.18%	16.67%
	Use of Fund Balance	0	36,395	0	0.00%	16.67%
	Total Revenues and Other Sources	1,887,040	36,417	66,289	4.50%	16.67%
EXPENDITURES						
43190	State Street Aid	1,887,040	36,417	56,237	2.98%	16.67%
	Total Expenditures	1,887,040	36,417	56,237	2.98%	16.67%
Total	## State Street Aid Fund	0	0	10,052		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
122 Grant Fund						
REVENUE						
33109	CSX Transportation Grant - 2022	0	0	25,000	0.00%	16.67%
33114	TML Driver Safety Grant	4,000	0	0	0.00%	16.67%
33425	Aquatic Stream Clean Grant	1,000	0	0	0.00%	16.67%
33493	TML Safety Grant	3,000	0	0	0.00%	16.67%
36100	Interest Earnings	0	6	3	0.00%	16.67%
36420	Police Traffic Safety Grant	13,500	0	0	0.00%	16.67%
36421	TN AM Grants	0	0	0	0.00%	16.67%
36422	Target Grant	1,000	0	0	0.00%	16.67%
36423	Maddie's Fund	0	0	0	0.00%	16.67%
36424	Governor's Grant	0	0	0	0.00%	16.67%
36425	DOJ Covid 19 Grant	0	0	0	0.00%	16.67%
36426	TN Cares Grant - Library	0	0	0	0.00%	16.67%
36427	Covid-19 Homeland Security	0	0	0	0.00%	16.67%
36711	Safety Conservation Grant	4,000	0	0	0.00%	16.67%
36920	THS089-Police	0	0	475	0.00%	16.67%
36921	Homeland Security - Police	0	0	0	0.00%	16.67%
36922	Homeland Security - Fire	0	0	0	0.00%	16.67%
36925	BYRNE Grants - DOJ	0	0	0	0.00%	16.67%
36962	Operating Transfers-Capital Projects	17,000	0	0	0.00%	16.67%
	Use of Fund Balance	0	358,554	0	0.00%	16.67%
	Total Revenues and Other Sources	43,500	358,560	25,478	58.57%	16.67%
EXPENDITURES						
41000	General Government	0	0	0	0.00%	16.67%
43150	Grants	43,500	358,560	0	0.00%	16.67%
	Total Expenditures	43,500	358,560	0	0.00%	16.67%
Total	## Grant Fund	0	0	25,478		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
127 Drug Investigation Fund						
REVENUE						
33197	Federal/State Grants	10,000	10,988	0	0.00%	16.67%
33560	Seized/Awarded by State	35,000	16,828	2,151	6.15%	16.67%
35200	Drug Fines	20,000	4,514	5,535	27.67%	16.67%
35400	Sale of Confiscated Property	0	0	0	0.00%	16.67%
	Use of Fund Balance	0	21,295	0	0.00%	16.67%
	Total Revenues and Other Sources	65,000	53,625	7,686	11.82%	16.67%
EXPENDITURES						
42129	Drug Investigation and Control	65,000	53,625	1,724	2.65%	16.67%
	Total Expenditures	65,000	53,625	1,724	2.65%	16.67%
Total	## Drug Investigation Fund	0	0	0		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
130 Economic Development Fund						
REVENUE						
31611	Incremental State Sales Tax Revenue	3,292,915	0	0	0.00%	16.67%
	Interest Earnings	0	6	3	0.00%	16.67%
	Transfer In	0	0	0	0.00%	16.67%
	Use of Fund Balance	0	0	0	0.00%	16.67%
	Total Revenues and Other Sources	3,292,915	6	3	0.00%	16.67%
EXPENDITURES						
	Economic Development	2,697,742	0	0	0.00%	16.67%
	Debt Payment	595,173	0	0	0.00%	16.67%
	Total Expenditures	3,292,915	0	0	0.00%	16.67%
Total	## Economic Development Fund	0	6	3		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
131 Solid Waste Fund						
REVENUE						
33190	FEMA/TEMA 2021	0	0	0	0.00%	16.67%
34416	Special Assessment - Garbage	1,522,618	0	400	0.00%	16.67%
34418	Extra Cans	1,500	360	400	26.67%	16.67%
34420	Dumpster Rentals	6,000	938	1,676	27.93%	16.67%
34421	Recycling Rev	0	0	0	0.00%	16.67%
34422	Recycling - Transfer Station	1,600	1,779	1,294	80.90%	16.67%
34426	Sale Of Mulch	3,000	0	54	1.80%	16.67%
34430	Refuse Collection And Disposal	5,000	776	125	2.50%	16.67%
36330	Sale of Equipment	5,000	0	0	0.00%	16.67%
36350	Insurance Recoveries	0	0	0	0.00%	16.67%
	Use of Fund Balance	0	155,097	731,227	0.00%	16.67%
	Total Revenues and Other Sources	1,544,718	158,949	735,256	0.26%	16.67%
EXPENDITURES						
43200	Solid Waste	1,544,718	158,949	735,256	47.60%	16.67%
	Total Expenditures	1,544,718	158,949	735,256	47.60%	16.67%
Total	## Solid Waste Fund	0	0	0		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
212 TML Loan Fund						
REVENUE						
31920	Room Occupancy Tax	600,000	69,300	67,153	11.19%	16.67%
36100	Interest Earnings	500	125	4,968	993.60%	16.67%
37940	Transfer In	771,475	0	0	0.00%	16.67%
	Use of Fund Balance	0	0	0	0.00%	16.67%
	Total Revenues and Other Sources	1,371,975	69,425	72,121	5.26%	16.67%
EXPENDITURES						
49100	CJ Parkway Streetscape	0	0	0	0.00%	16.67%
49110	Camp Jordan - Phase One - 2019	0	0	0	0.00%	16.67%
49111	Camp Jordan - Phase Two - 2020	144,872	0	0	0.00%	16.67%
49114	Refunding Bond Issue - 2021	835,963	0	0	0.00%	16.67%
49200	2004 - Camp Jordan/Fire Station 2	0	0	0	0.00%	16.67%
49300	2015 - BAN Conversion	0	0	0	0.00%	16.67%
49310	2015 - Exit One/Capital Projects	0	68,663	67,875	0.00%	16.67%
49320	2017 - Exit One - I75	313,330	0	0	0.00%	16.67%
49410	Public Safety - Capital Outlay Note	66,910	0	0	0.00%	16.67%
49411	Public Safety - Capital Outlay Note	35,924	0	0	0.00%	16.67%
49412	Public Safety - Capital Outlay Note	30,000	0	0	0.00%	16.67%
49420	Public Works - Capital Outlay Note	106,150	0	5,392	5.08%	16.67%
	Total Expenditures	1,533,149	68,663	73,267	4.78%	16.67%
Total	## TML Loan Fund	-81,169	763	-1,145		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
341 Capital Projects Fund						
REVENUE						
33113	LPRF 2018 - Pioneer Playground	0	0	0	0.00%	16.67%
33120	TDOT 2015 Multi Modal Grant	2,000,000	0	0	0.00%	16.67%
33123	Dog Dash Grant	0	0	0	0.00%	16.67%
34510	Dog Park Donations	0	0	0	0.00%	16.67%
36421	TN American Water Grants	0	0	250,000	0.00%	16.67%
36915	Bond Proceeds	0	152,838	0	0.00%	16.67%
37940	Operating Transfers - Other Funds	375,000	336,968	0	0.00%	16.67%
	Use of Fund Balance	388,341	41,670	64,067	0.00%	16.67%
	Total Revenues and Other Sources	2,763,341	531,476	314,067	10.53%	16.67%
EXPENDITURES						
41100	Administrative	0	0	0	0.00%	16.67%
41800	Bldg & Grounds/Maintenance	338,341	0	0	0.00%	16.67%
43110	Highway And Street	2,000,000	0	308,780	13.98%	16.67%
43121	North Mack Smith Road	0	9,570	0	0.00%	16.67%
43122	Resurfacing Projects	0	0	52,388	0.00%	16.67%
44410	Parks & Recreation	75,000	508,490	0	0.00%	16.67%
44421	Splash Pad/Playground	0	13,416	0	0.00%	16.67%
44423	Dog Park - Town Center	0	0	0	0.00%	16.67%
44424	Animal Shelter Building	300,000	0	0	0.00%	16.67%
47200	Economic Development	50,000	0	0	0.00%	16.67%
	Total Expenditures	2,763,341	531,476	314,067	11.37%	16.67%
Total	## Capital Projects Fund	0	0	0		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
410	ARPA FUND					
REVENUE						
37940	Transfer In	<u>3,142,492</u>	<u>0</u>	<u>0</u>	0.00%	16.67%
	Total Revenues and Other Sources	3,142,492	0	0	0.00%	16.67%
EXPENDITURES						
43110	Highway And Street	0	0	0	0.00%	16.67%
46490	Other Public Works Grants	<u>3,142,492</u>	<u>0</u>	<u>0</u>	0.00%	16.67%
	Total Expenditures	3,142,492	0	0	0.00%	16.67%
Total	## Capital Projects Fund	<u>0</u>	<u>0</u>	<u>0</u>		

City of East Ridge

Summary Financial Statement of Revenues and Expenditures
Sep-22

Unaudited Spent YTD 25.00%

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
110 General Fund						
REVENUE						
31100	Property Taxes	6,250,000	0	0	0.00%	25.00%
31200	Property Taxes (Delinquent)	475,000	33,809	47,191	9.93%	25.00%
31610	Local Sales Tax - Co. Trustee	3,100,000	651,909	725,074	23.39%	25.00%
31611	Incremental State Sales Tax	4,900,000	4,593,991	6,237,367	127.29%	25.00%
31710	Wholesale Beer Tax	402,199	86,514	83,098	20.66%	25.00%
31800	State Net Allocation	250,000	11,637	20,319	8.13%	25.00%
31810	Minimum Business Licenses	5,000	0	2,395	47.89%	25.00%
31824	Solicitors' Permit	100	0	0	0.00%	25.00%
31827	5% State Commission	22,000	1,395	0	0.00%	25.00%
31912	* Cable TV Franchise Tax	260,000	0	0	0.00%	25.00%
31961	Liens Collected by Trustee	15,000	0	0	0.00%	25.00%
32120	Wrecker Licenses	350	0	0	0.00%	25.00%
32200	Alcoholic Beverage Tax	10,000	0	39,453	394.53%	25.00%
32210	Beer Licenses & Etc.	7,000	400	880	12.57%	25.00%
32220	Liquor Licenses	6,000	2,850	2,000	33.33%	25.00%
32225	Fireworks Fees/Permits	3,000	0	0	0.00%	25.00%
32226	Annual Fireworks Permit Fee	300	0	0	0.00%	25.00%
32610	Building Permits	150,000	25,989	47,725	31.82%	25.00%
32615	Fire Preventions/Permits	2,000	450	150	7.50%	25.00%
32620	Electrical Permits	30,000	5,124	8,148	27.16%	25.00%
32630	Plumbing Permits	12,000	2,447	5,434	45.28%	25.00%
32640	Natural Gas Permits	2,000	606	240	12.00%	25.00%
32650	Excavating Permits (St. Opening	2,500	1,020	4,030	161.20%	25.00%
32660	Zoning Permits	2,000	200	2,050	102.50%	25.00%
32671	Regular Sign Permits	5,000	745	920	18.40%	25.00%
32672	Temporary Sign Permits	300	150	75	25.00%	25.00%
32690	Plan Review Fees	100	0	0	0.00%	25.00%
32691	Tree Trimming Permits	100	30	0	0.00%	25.00%
32905	Other Code Enforcement Fees	20,000	3,600	19,222	96.11%	25.00%
32960	Yard Sale Permits	200	30	0	0.00%	25.00%
32990	Mechanical Permits	12,000	2,045	5,397	44.98%	25.00%
33140	ARPA Funds - Federal	3,142,492	0	0	0.00%	25.00%
33190	FEMA/TEMA FY 2021	0	0	0	0.00%	25.00%
33191	Direct Appropriation State of TN	0	0	5,000,000	0.00%	25.00%
33410	State Law Enforcement Education	37,600	0	0	0.00%	25.00%
33430	State Fire Service Educational Grant	20,000	0	0	0.00%	25.00%
33490	TN Cares Act (Governor's Grant)	0	246,749	0	0.00%	25.00%
33510	State Sales Tax	2,460,537	408,034	419,727	17.06%	25.00%
33511	Interstate Telecom. Sales Tax	5,000	483	503	10.06%	25.00%
33512	Sportsbetting	33,250	4,397	5,441	16.36%	25.00%
33513	Occupcity Tax	2,000	557	185	9.26%	25.00%
33515	State Sales Tax/Telecommunications	500	432	366	73.16%	25.00%
33520	State Income Tax	0	0	0	0.00%	25.00%
33530	** State Beer Tax	10,415	0	0	0.00%	25.00%
33540	State Mixed Drink Tax	75,000	15,890	17,059	22.75%	25.00%
33552	State-City Streets And Transportation	40,565	6,942	6,768	16.69%	25.00%
33560	Seizcd/Awarded by State	0	0	0	0.00%	25.00%
33591	* TVA - Gross Receipts Tax	231,985	0	0	0.00%	25.00%
33593	Corporate Excise Tax	6,000	0	0	0.00%	25.00%
34121	Clerks' Fees - Business Tax	1,500	425	675	45.00%	25.00%

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
34211	Accident Report Charges	1,000	331	1,291	129.10%	25.00%
34212	Driver Licenses Reinstatement Fee	2,000	760	50	2.50%	25.00%
34221	Ridgeside Fire Service Contract	112,119	26,952	26,952	24.04%	25.00%
34231	Police Services	0	7,755	0	0.00%	25.00%
34314	Mowing	9,800	0	0	0.00%	25.00%
34500	Donations - New Animal Shelter	2,500	0	385	15.40%	25.00%
34510	Donations - Dog Park	0	4,625	0	0.00%	25.00%
34515	Rabies & Spay/Neuter Cert.	500	30	0	0.00%	25.00%
34516	Registration	1,000	85	55	5.50%	25.00%
34517	Adoption	3,000	1,215	150	5.00%	25.00%
34518	Board & Impound Fees	1,000	160	0	0.00%	25.00%
34520	A/S Donations-Designated	2,500	1,428	0	0.00%	25.00%
34641	Indoor Soccer Income	135,000	0	0	0.00%	25.00%
34642	Community Center Income	18,000	4,840	11,976	66.54%	25.00%
34643	Outdoor Soccer Fees	60,000	28,060	23,125	38.54%	25.00%
34644	Baseball Fees	25,000	7,100	8,095	32.38%	25.00%
34645	Softball Fees	19,500	6,505	9,598	49.22%	25.00%
34646	Gate	12,000	1,125	6,888	57.40%	25.00%
34647	McBrien Indoor Facility	0	150	0	0.00%	25.00%
34648	Adult League - Softball	35,000	17,670	12,380	35.37%	25.00%
34649	Concerts/Events - Camp Jordan	10,000	27,649	2,000	20.00%	25.00%
34651	Multi-Purpose Building (Arena)	115,000	36,205	48,738	42.38%	25.00%
34652	Pavilion Rental	15,000	4,550	3,850	25.67%	25.00%
34653	Track Rental	3,500	0	0	0.00%	25.00%
34654	Field Rental	85,000	15,748	16,274	19.15%	25.00%
34655	Amphitheater	5,000	2,350	4,150	83.00%	25.00%
34656	Concessions	40,000	12,170	9,700	24.25%	25.00%
34657	Overnight - Rv Rental	18,000	4,700	5,335	29.64%	25.00%
34658	Tournament Team Fees	1,500	0	0	0.00%	25.00%
34712	Sponsorship/Parks & Rec	5,000	0	0	0.00%	25.00%
34720	Football Gate	5,000	0	0	0.00%	25.00%
34751	Basketball Gate	15,000	0	0	0.00%	25.00%
34741	Adult Basketball Fees	0	0	0	0.00%	25.00%
34742	Basketball Player Fees	13,000	5,699	0	0.00%	25.00%
34743	Football Player Fees	6,610	6,145	10,090	152.65%	25.00%
34744	Photography	1,200	0	0	0.00%	25.00%
34745	Vending/Concessions	5,000	2,539	1,181	23.61%	25.00%
34746	Cheerleading	2,675	2,675	104	3.88%	25.00%
34747	Rent-Arena Equipment	37,000	9,764	0	0.00%	25.00%
34749	Soccer Field Rentals	75,000	3,245	17,452	23.27%	25.00%
34760	Library Charges	1,200	169	395	32.95%	25.00%
34761	Library - Copies	1,500	170	191	12.71%	25.00%
34794	Community Center M. Fee	1,000	0	390	39.00%	25.00%
35100	Municipal Court Fines & Costs	400,000	118,984	115,244	28.81%	25.00%
35120	Public Defender Fees	500	0	0	0.00%	25.00%
35150	Diversion Filing	300	0	0	0.00%	25.00%
36100	Interest Earnings	3,000	321	2,619	87.30%	25.00%
36211	Rent - Cell Tower	10,792	3,231	3,231	29.94%	25.00%
36310	Sale of Land	0	0	250,000	0.00%	25.00%
36330	Sale Of Equipment	25,000	1,648	0	0.00%	25.00%
36350	Insurance Recoveries	20,000	6,000	42,500	212.50%	25.00%
36724	Settlements (Lawsuits)	0	0	0	0.00%	25.00%
36901	Pipes/Culverts	4,000	1,190	0	0.00%	25.00%
36902	Repayment - Damages- Traffic Device	0	0	0	0.00%	25.00%
36903	Christmas Parade	400	0	20	5.00%	25.00%
36905	Designated Police-Sale of Vehicles	0	6,390	7,249	0.00%	25.00%
36932	Proceeds - Loan/Lease Purchase	0	0	0	0.00%	25.00%

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
36990	Miscellaneous Revenues	20,000	10,307	8,973	44.86%	25.00%
36992	Hamilton County	0	0	0	0.00%	25.00%
37200	AHO - Fines/Court Costs	3,000	500	0	0.00%	25.00%
	Use of Fund Balance	0	0	0	0.00%	25.00%
	Total Revenues	23,400,089	6,499,988	13,352,525	57.06%	25.00%
EXPENDITURES						
41000	General Government	1,137,661	681,945	606,310	53.29%	25.00%
41100	Administrative	1,159,036	298,726	295,238	25.47%	25.00%
41111	City Council	124,099	49,133	25,396	20.46%	25.00%
41210	Municipal Court	426,536	88,119	98,470	23.09%	25.00%
41520	City Attorney	122,075	20,758	28,126	23.04%	25.00%
41800	Buildings & Grounds Maintenance	337,552	61,590	72,363	21.44%	25.00%
41900	City Hall Complex	43,103	11,337	12,145	28.18%	25.00%
42100	Police	2,278,227	980,952	687,372	30.17%	25.00%
42121	Criminal Investigation	797,124	190,277	169,306	21.24%	25.00%
42123	Patrol	2,488,872	653,447	519,883	20.89%	25.00%
42125	Traffic Division	321,204	22,797	37,578	11.70%	25.00%
42200	Fire Department	2,822,096	651,715	714,081	25.30%	25.00%
42400	Building/Planning/Zoning	669,033	173,459	134,509	20.11%	25.00%
43110	Highway And Street	526,543	100,083	89,459	16.99%	25.00%
43120	Traffic Control & Street Markers	340,053	67,147	71,149	20.92%	25.00%
43150	Grants	0	0	0	0.00%	25.00%
43170	Transfer Station/Brush Pit/Fleet	9,300	2,180	1,861	20.01%	25.00%
44140	Animal Control	352,642	70,675	65,298	18.52%	25.00%
44410	Parks and Recreation	898,298	215,369	207,770	23.13%	25.00%
44420	Multi-Purpose Recreation Bldg	241,853	62,631	57,981	23.97%	25.00%
44430	Community Center	237,504	37,590	28,610	12.05%	25.00%
44450	McBrien Complex	11,000	2,661	268	2.44%	25.00%
44610	Soccer - Recreation	52,900	10,022	9,450	17.86%	25.00%
44620	Soccer - Indoor	64,750	0	300	0.46%	25.00%
44630	Baseball/Softball	59,400	13,738	14,095	23.73%	25.00%
44640	Football/Cheer	10,450	6,224	7,108	68.02%	25.00%
44650	Adult Softball	34,200	13,359	8,947	26.16%	25.00%
44700	Basketball	14,750	75	0	0.00%	25.00%
44710	Adult Basketball	0	3,057	0	0.00%	25.00%
44800	Libraries	281,016	62,462	58,311	20.75%	25.00%
44810	History Museum	400	18	361	90.24%	25.00%
46500	Community Development Programs	5,000	1,215	1,755	35.10%	25.00%
43530	Transfer to ARPA Fund	3,142,192	0	0	0.00%	25.00%
47200	Economic Development	3,518,915	2,168,150	2,956,319	84.01%	25.00%
49100	Debt Service	497,305	0	0	0.00%	25.00%
49400	Capital Projects - Transfer Out	375,000	0	0	0.00%	25.00%
	Total Expenditures	23,400,089	6,720,910	6,979,818	29.82%	
Total	## General Fund	0	-220,922	6,372,707		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
121 State Street Aid						
REVENUE						
33450	State Grant - TIP Funds	448,996	0	3,107	0.01%	25.00%
33460	State Grant - HIP Funds	279,766	0	0	0.00%	25.00%
33550	2017 Gas Tax Improve	175,000	30,169	34,352	19.62%	25.00%
33551	State Gasoline And Motor Fuel Tax	570,000	87,600	98,262	17.24%	25.00%
36100	Interest Earnings	100	33	45	44.74%	25.00%
36330	Sale of Equipment	0	0	0	0.00%	25.00%
	Use of Fund Balance	0	0	0	0.00%	25.00%
	Total Revenues and Other Sources	1,887,040	117,802	135,766	9.21%	25.00%
EXPENDITURES						
43190	State Street Aid	1,887,040	54,501	76,575	4.43%	25.00%
	Total Expenditures	1,887,040	54,501	76,575	4.43%	25.00%
Total	## State Street Aid Fund	0	63,301	59,191		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
122 Grant Fund						
REVENUE						
33109	CSX Transportation Grant - 2022	0	0	25,000	0.00%	25.00%
33114	TML Driver Safety Grant	4,000	0	0	0.00%	25.00%
33425	Aquatic Stream Clean Grant	1,000	0	0	0.00%	25.00%
33493	TML Safety Grant	3,000	0	0	0.00%	25.00%
36100	Interest Earnings	0	7	5	0.00%	25.00%
36420	Police Traffic Safety Grant	13,500	0	0	0.00%	25.00%
36421	TN AM Grants	0	0	0	0.00%	25.00%
36422	Target Grant	1,000	0	0	0.00%	25.00%
36423	Maddie's Fund	0	0	0	0.00%	25.00%
36424	Governor's Grant	0	0	0	0.00%	25.00%
36425	DOJ Covid 19 Grant	0	0	0	0.00%	25.00%
36426	TN Cares Grant - Library	0	0	0	0.00%	25.00%
36427	Covid-19 Homeland Security	0	0	0	0.00%	25.00%
36711	Safety Conservation Grant	4,000	0	0	0.00%	25.00%
36920	THS089-Police	0	0	475	0.00%	25.00%
36921	Homeland Security - Police	0	0	0	0.00%	25.00%
36922	Homeland Security - Fire	0	0	0	0.00%	25.00%
36925	BYRNE Grants - DOJ	0	0	0	0.00%	25.00%
36962	Operating Transfers-Capital Projects	17,000	0	0	0.00%	25.00%
	Use of Fund Balance	0	358,878	0	0.00%	25.00%
	Total Revenues and Other Sources	43,500	358,885	25,480	58.57%	25.00%
EXPENDITURES						
41000	General Government	0	0	0	0.00%	25.00%
43150	Grants	43,500	358,885	0	0.00%	25.00%
	Total Expenditures	43,500	358,885	0	0.00%	25.00%
Total	## Grant Fund	0	0	25,480		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
127 Drug Investigation Fund						
REVENUE						
33197	Federal/State Grants	10,000	10,988	0	0.00%	25.00%
33560	Seized/Awarded by State	35,000	31,077	2,151	6.15%	25.00%
35200	Drug Fines	20,000	6,290	6,513	32.56%	25.00%
35400	Sale of Confiscated Property	0	500	0	0.00%	25.00%
	Use of Fund Balance	0	19,770	0	0.00%	25.00%
	Total Revenues and Other Sources	65,000	68,625	8,664	13.33%	25.00%
EXPENDITURES						
42129	Drug Investigation and Control	65,000	68,625	1,724	2.65%	25.00%
	Total Expenditures	65,000	68,625	1,724	2.65%	25.00%
Total	## Drug Investigation Fund	0	0	6,939		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
130 Economic Development Fund						
REVENUE						
31611	Incremental State Sales Tax Revenue	3,292,915	2,135,500	0	0.00%	25.00%
	Interest Earnings	0	9	5	0.00%	25.00%
	Transfer In	0	0	0	0.00%	25.00%
	Use of Fund Balance	0	0	0	0.00%	25.00%
	Total Revenues and Other Sources	3,292,915	2,135,509	5	0.00%	25.00%
EXPENDITURES						
	Economic Development	2,697,742	2,135,500	0	0.00%	25.00%
	Debt Payment	595,173	0	0	0.00%	25.00%
	Total Expenditures	3,292,915	2,135,500	0	0.00%	25.00%
Total	## Economic Development Fund	0	9	5		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
131 Solid Waste Fund						
REVENUE						
33190	FEMA/TEMA 2021	0	0	0	0.00%	25.00%
34416	Special Assessment - Garbage	1,522,618	60	540	0.00%	25.00%
34418	Extra Cans	1,500	480	460	30.67%	25.00%
34420	Dumpster Rentals	6,000	1,338	1,906	31.77%	25.00%
34421	Recycling Rev	0	0	0	0.00%	25.00%
34422	Recycling - Transfer Station	1,600	1,779	1,630	101.90%	25.00%
34426	Sale Of Mulch	3,000	10	54	1.80%	25.00%
34430	Refuse Collection And Disposal	5,000	961	165	3.30%	25.00%
36330	Sale of Equipment	5,000	0	0	0.00%	25.00%
36350	Insurance Recoveries	0	0	0	0.00%	25.00%
	Use of Fund Balance	0	283,129	853,809	0.00%	25.00%
	Total Revenues and Other Sources	1,544,718	287,756	858,564	0.31%	25.00%
EXPENDITURES						
43200	Solid Waste	1,544,718	287,756	858,645	5.42%	25.00%
	Total Expenditures	1,544,718	287,756	858,645	5.42%	25.00%
Total	## Solid Waste Fund	0	0	0		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
212 TML Loan Fund						
REVENUE						
31920	Room Occupancy Tax	600,000	132,967	135,129	22.52%	25.00%
36100	Interest Earnings	500	189	7,865	1572.91%	25.00%
37940	Transfer In	771,475	0	0	0.00%	25.00%
	Use of Fund Balance	0	0	0	0.00%	25.00%
	Total Revenues and Other Sources	1,371,975	133,156	142,994	10.42%	25.00%
EXPENDITURES						
49100	CJ Parkway Streetscape	0	0	0	0.00%	25.00%
49110	Camp Jordan - Phase One - 2019	0	0	0	0.00%	25.00%
49111	Camp Jordan - Phase Two - 2020	144,872	0	0	0.00%	25.00%
49114	Refunding Bond Issue - 2021	835,963	0	0	0.00%	25.00%
49200	2004 - Camp Jordan/Fire Station 2	0	0	0	0.00%	25.00%
49300	2015 - BAN Conversion	0	0	0	0.00%	25.00%
49310	2015 - Exit One/Capital Projects	0	68,663	67,875	0.00%	25.00%
49320	2017 - Exit One - I75	313,330	0	0	0.00%	25.00%
49410	Public Safety - Capital Outlay Note	66,910	0	0	0.00%	25.00%
49411	Public Safety - Capital Outlay Note	35,924	0	0	0.00%	25.00%
49412	Public Safety - Capital Outlay Note	30,000	0	0	0.00%	25.00%
49420	Public Works - Capital Outlay Note	106,150	0	5,392	5.08%	25.00%
	Total Expenditures	1,533,149	68,663	73,267	4.78%	25.00%
Total	## TML Loan Fund	-81,169	64,494	69,727		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
341 Capital Projects Fund						
REVENUE						
33113	LPRF 2018 - Pioneer Playground	0	0	0	0.00%	25.00%
33120	TDOT 2015 Multi Modal Grant	2,000,000	0	0	0.00%	25.00%
33123	Dog Dash Grant	0	0	0	0.00%	25.00%
34510	Dog Park Donations	0	0	0	0.00%	25.00%
36421	TN American Water Grant	0	0	250,000	0.00%	25.00%
36915	Bond Proceeds	0	152,838	0	0.00%	25.00%
37940	Operating Transfers - Other Funds	375,000	336,968	0	0.00%	25.00%
	Use of Fund Balance	388,341	54,194	356,140	0.00%	25.00%
	Total Revenues and Other Sources	2,763,341	544,000	606,140	10.53%	25.00%
EXPENDITURES						
41100	Administrative	0	0	0	0.00%	25.00%
41800	Bldg & Grounds/Maintenance	338,341	0	0	0.00%	25.00%
43110	Highway And Street	2,000,000	0	590,852	29.54%	25.00%
43121	North Mack Smith Road	0	16,960	0	0.00%	25.00%
43122	Resurfacing Projects	0	0	5,288	0.00%	25.00%
44410	Parks & Recreation	75,000	513,609	0	0.00%	25.00%
44421	Splash Pad/Playground	0	13,416	0	0.00%	25.00%
44423	Dog Park - Town Center	0	0	0	0.00%	25.00%
44424	Animal Shelter Building	300,000	0	0	0.00%	25.00%
47200	Economic Development	50,000	0	10,000	20.00%	25.00%
	Total Expenditures	2,763,341	544,000	606,140	21.94%	25.00%
Total	## Capital Projects Fund	0	0	0		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
410	ARPA FUND					
	REVENUE					
37940	Transfer In	3,142,492		0	0.00%	25.00%
	Use of Fund Balance	<u>0</u>	<u>0</u>	<u>220,847</u>	0.00%	25.00%
	Total Revenues and Other Sources	0	0	220,847	0.00%	25.00%
	EXPENDITURES					
43110	Highway And Street	0	0	0	0.00%	25.00%
46490	Stormwater Projects - Ringgold Road	<u>3,142,492</u>	<u>0</u>	<u>220,847</u>	7.03%	25.00%
	Total Expenditures	3,142,492	0	220,847	7.03%	25.00%
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. 1177

AGENDA MEMORANDUM

TO: Mayor, Council; Interim City Manager

FROM: Michael Howell

SUBJECT: Rezone following properties from R-1 Residential District to R-3 Residential Apartment District

- 664 Layfield Rd (Tax Map# 170J-B-004.03)
- 678 Layfield Rd (Tax Map# 170J-B-004.02)
- 692 Layfield Rd (Tax Map# 170J-B-004.06)

DATE: December 2, 2022

On November 7th, 2022, EPG Homes LLC petitioned the East Ridge Planning Commission to rezone the properties located at 664, 678, and 692 Layfield Rd from R-1 Residential District to R-3 Residential Apartment District.

The East Ridge Planning Commission approved request to rezone and EPG Homes, LLC has requested the rezone case move forward to city council for review.

ORDINANCE NO. 1177

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 664, 678, AND 691 LAYFIELD ROAD, TAX MAP #170J-B-004.02, 004.03 AND 004.06, FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT

WHEREAS, Evan Greene, EPG Homes, LLC, has petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of property located at 664, 678, and 691 Layfield Road, Tax Map #170J-B-004.02, 004.03 and 004.06, from R-1 Residential District to R-3 Residential Apartment District. The property is more particularly described as follows:

Lots 3 thru 5, Final Plat of the Frawley and Layfield Subdivision, Plat Book 82, Page 42, ROHC, Deed Book 12653, Page 753, ROHC. Tax Map 170J-B-004.02, 004.03 and 004.06

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

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

WHEREAS, the applicant has been 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 December 8, 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 664, 678, and 691 Layfield Road, Tax Map #170J-B-004.02, 004.03 and 004.06, from R-1 Residential District to R-3 Residential Apartment District, for uses consistent with such zoning.

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

Approved on First Reading _____, 2022

Approved on Second Reading _____, 2022

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



Chattanooga-Hamilton County Regional Planning Agency
Zoning Change Application Form

CASE NUMBER: 2022-0235		Date Submitted: 09/19/2022	
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezoned From: R-1		Rezoned To: R-3	Total acres in request area: 0.91
2 Property Information			
Property Address: 664, 678 & 692 Layfield Rd		Property Tax Map Number: 170J-B-004.02, 004.03 & 004.06	
3 Proposed Development			
Reason for request/Project description:	Construct new townhomes utilizing HPR to allow sale of individual units		
4 Site Characteristics			
Current Use:	Vacant Land		
Adjacent Uses:	Apartments, Townhomes, Residential		
5 Applicant Information			
Name: Evan Greene, EPG Homes, LLC			
Address (street, city, state, zip): 1906 Rossville Ave, Chattanooga, TN 37408			
Phone: 423-227-6153		Email: evan@epghomesllc.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 <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.</i>			
Name: Billy Mullins			
Address (street, city, state, zip): 9812 Windrose Cir, Chattanooga, TN 37421			
Phone:		Email:	
7 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: See Submitted Application		Date:	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$150	<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Credit	<input type="checkbox"/> Check
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 2		
Municipality: East Ridge	Planning District: 6	Neighborhood: None	
County Commission District: 8		City Council District: 0	
PC meeting date: East Ridge		Application processed by: Jennifer Ware	
<u>Staff Recommendation :</u>	<u>PC Action/Date:</u>	<u>Legislative Action/Date/Ordinance:</u>	

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

CASE NUMBER: 2022-0235 **APPLICANT:** Evan Greene, EPG Homes, LLC **PROPERTY OWNER:** Billy Mullins

PROPERTY ADDRESS: 664, 678, & 692 Layfield Road **TAX MAP PARCEL ID:** 170J-B-004.02, 004.03, & 004.06 **JURISDICTION:** East Ridge

SIZE OF PROPERTY: 0.91 acres **REQUEST:** Rezone from R-1 to R-3

REASON FOR REQUEST/PROPOSED USE: A request to rezone from R-1 Residential District to R-3 Residential Apartment District to develop townhomes under a horizontal property regime (HPR).

PROPERTY DESCRIPTION

EXISTING LAND USE Vacant	SURROUNDING LAND USES <u>North:</u> Single-Family Residential <u>East:</u> Multi-Family Residential <u>South:</u> Single-Family Residential <u>West:</u> Single-Family Residential/Townhouses		ACCESS Layfield Road
TRANSPORTATION Layfield Road is a local road.	PROPOSED RESIDENTIAL DENSITY 10.98 du/ac (10 units)	ADJACENT RESIDENTIAL DENSITY 2.55 du/ac (adjacent single-family) 14.2 du/ac (adjacent multi-family)	NATURAL RESOURCES The site is in the 500-year floodway.

ZONING

ZONING HISTORY

- Case 2005-0163, a request to rezone the site from R-1 Residential District to RT-1 Residential Townhouse District. The request was denied by East Ridge City Council.

ZONE DISTRICT COMPATIBILITY	USE	CURRENT R-1 DISTRICT	PROPOSED R-3 DISTRICT
	Single-Family Residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Two-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Multi-Family Residential/Townhomes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Institutional	<input type="checkbox"/>	<input type="checkbox"/>
	Lodging	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DEVELOPMENT STANDARDS		CURRENT R-1 DISTRICT	PROPOSED R-3 DISTRICT
	Lot Size	10,000 sf	10,000 sf plus 2,000 sf for each additional unit over one
	Lot Frontage	75'	60'
	Setbacks	Front: 25' Side: 10' Rear: 25'	Front: 25' Side: 10' Rear: 25'
	Building Height	2 ½ stories or 35' except that a building may exceed these requirements provided that for every one foot of additional height over thirty-five the building shall be set back one	2 ½ stories or 35' except that a building may exceed these requirements provided that for every one foot of additional height over thirty-five the building shall be set back one

additional foot from all property
lines

additional foot from all property
lines

DISCUSSION OF STAFF RECOMMENDATION

Yes No See Comments

COMPATIBILITY WITH ADJACENT LAND USES

The site is surrounded by a mix of single-family residential, multi-family residential, and townhouse units. The proposed R-3 District is compatible with the existing multi-family residential and townhouse development.

Yes No See Comments

COMPATABILITY WITH DEVELOPMENT FORM

The surrounding development form is a mix of one to two-story single-family residential on lots ranging from 0.15 to 0.5 acres, multi-story apartments with associated parking, and townhomes with front loaded parking.

Yes No See Comments

CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

The R-3 District would not introduce any nuisance concerns related to location, lighting, or height. A landscape buffer around the parking areas may need to be considered to reduce any potential nuisances to neighboring sites.



Cassie Cline <ccline@chattanooga.gov>

Layfeild Rezoning Narrative

2 messages

Evan Greene <evan@epghomesllc.com>
To: rezoningapplications@chattanooga.gov

Mon, Sep 19, 2022 at 2:35 PM

To whom it may concern:

Our plan intends to rezone 692, 678 and 664 Layfeild located in East Ridge, TN from current zoning of R1 to R3 zone. The purpose of rezoning the property is to build individually for sale townhomes by utilizing the HPR process. When examining the zones in East Ridge we could not find another zone to accomplish this such as the townhomes zoning as it would require lots to have frontage on a public road. After meeting with engineers we believe it will be best for the neighbors and the stormwater to put the stormwater area on the corner of Layfeild/ Frawley Roads and build a private drive to the townhomes which would be placed in the back, thus not changing the overall street character of the existing neighborhood.

The property touches townhome zoning across the street at Frawley and R3 zoning to the East where we will be building the townhomes. The site is currently. We anticipate 6-10 units depending on engineering requirements.

The area around Exit one has had a lot of new retail and dining constructed in the last couple of years and after speaking with some of the new business owners it was brought to our attention that much of the workforce lives outside of East Ridge (Many in North Ga). We believe that we will be able to offer an affordable townhome product (projected prices under \$250,000) that would keep more of the current workforce living and spending their money in the city of East Ridge.

Thanks
Evan Greene
Applicant
423-227-6153

Cassie Cline <ccline@chattanooga.gov>
To: Evan Greene <evan@epghomesllc.com>
Cc: rezoningapplications@chattanooga.gov

Mon, Sep 19, 2022 at 2:40 PM

Thank you!
[Quoted text hidden]

--
Cassie Cline
Senior Planner
Chattanooga-Hamilton County Regional Planning Agency
1250 Market Street, Suite 2000
Chattanooga, TN 37402

email: ccline@chattanooga.gov
phone: 423-643-5928

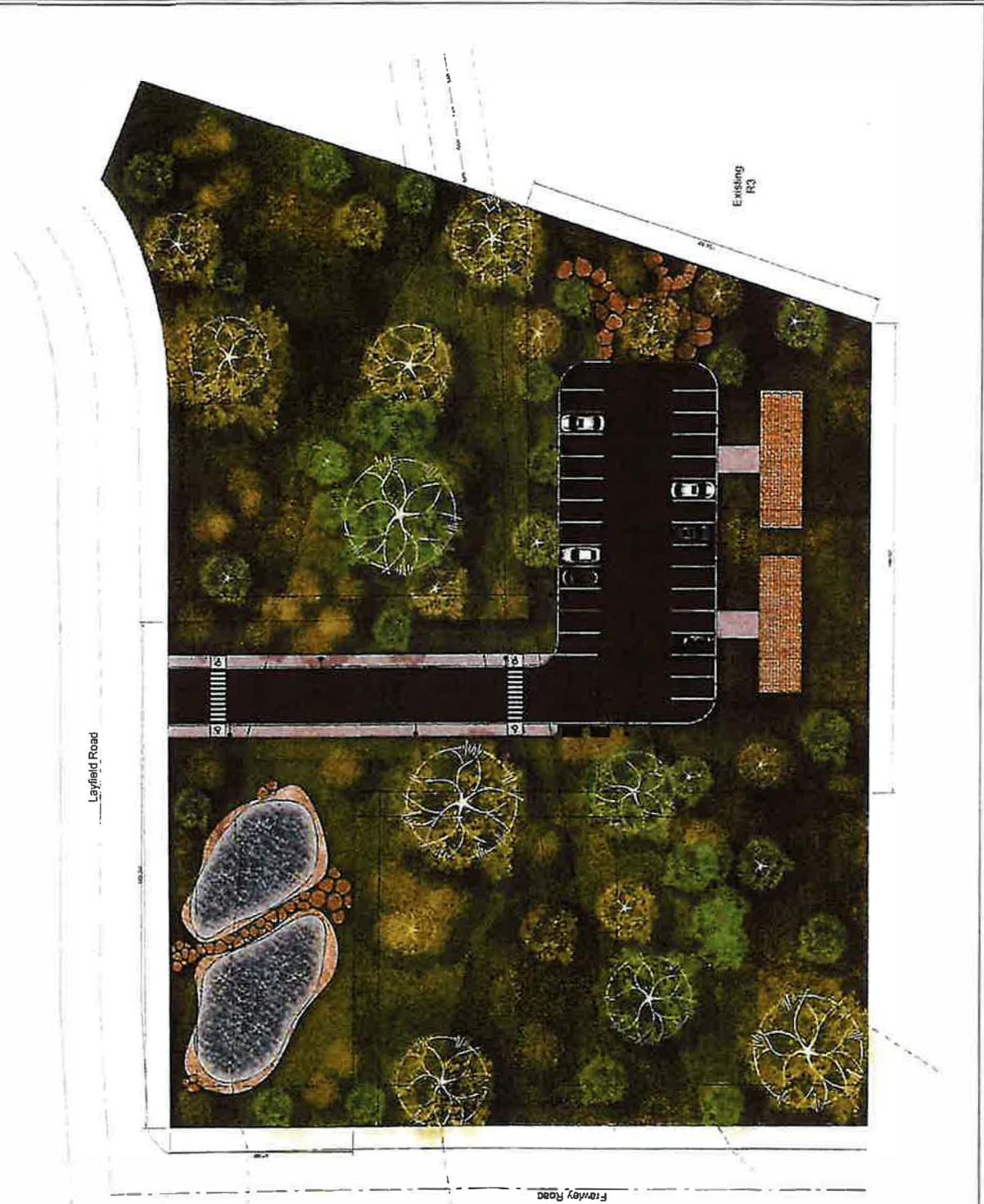
3054 W. Spruwell Dr.
 Englewood, Colorado
 80150 USA
 US: +1 720 370 8965
 M: +52 1 771 830 3413
 info@evangreene.com

CLIENT INFORMATION
 Total area in request area: 0.81 ac
 Existing Parcel Line
 Sanitary Line
R1 - Existing Zoning
R2 - Existing Zoning
R3 - Proposed Zoning
R3 - Existing Zoning

NOTES
ARCHITECTURAL DESIGN PROPOSAL ONLY
 Please Note: This is a Design Proposal and does not constitute a final engineering drawing. It is subject to change without notice. The design is preliminary and subject to change without notice. The design is preliminary and subject to change without notice. The design is preliminary and subject to change without notice.

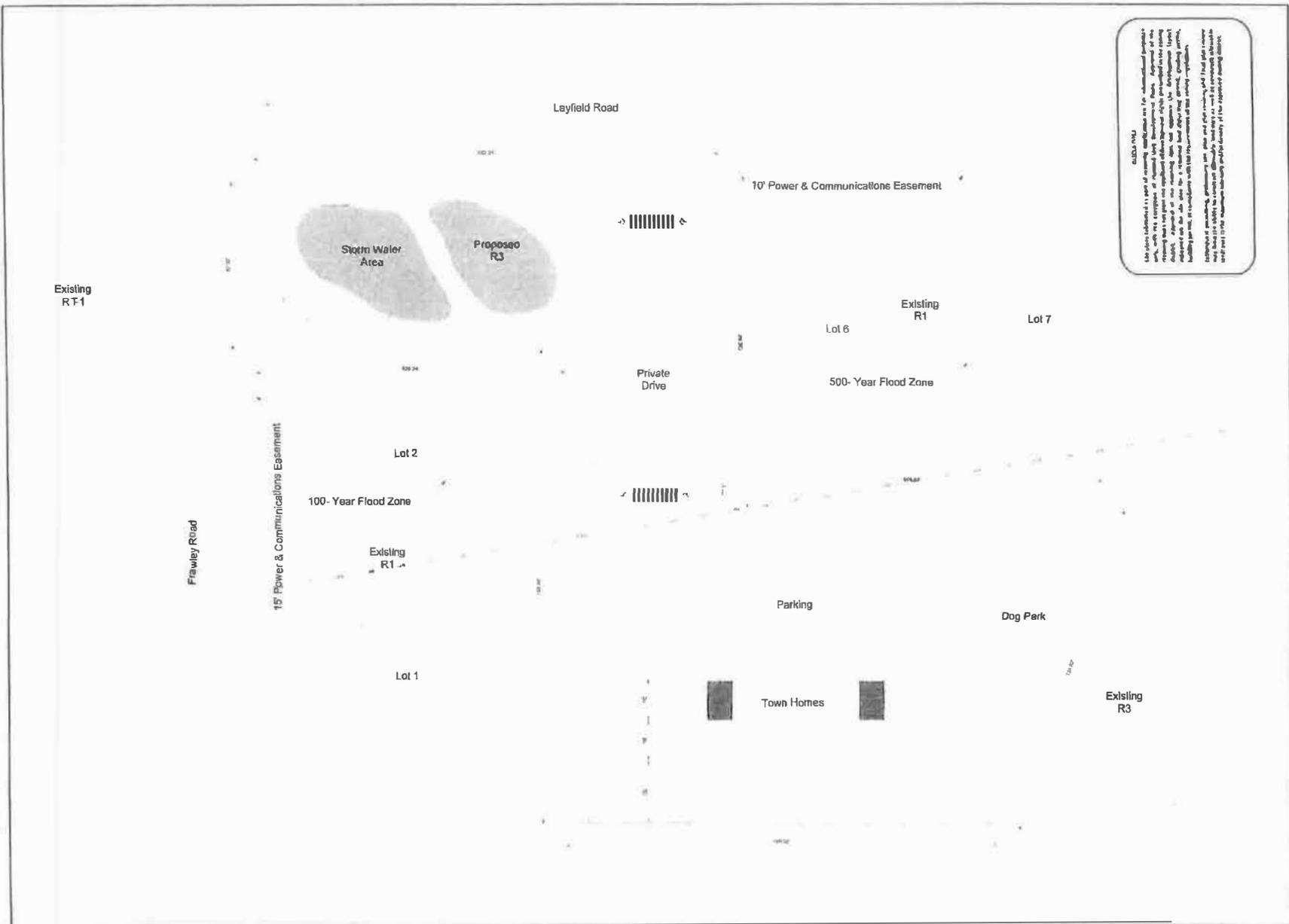
DATE OF PUBLICATION
 03 SEPTEMBER 2022

PROJECT #10
 DRAWN BY JUNA
 SCALE: 1/8" = 1' 0"
 SITE PLAN



DISCLAIMER
 The site plan is provided in part as a guide for the location of the proposed development. It is not intended to be a final engineering drawing. It is subject to change without notice. The design is preliminary and subject to change without notice. The design is preliminary and subject to change without notice. The design is preliminary and subject to change without notice.

Existing
 RT-1



THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES RENDERED BY HIM OR HER.

EVAN GREENE



1205 W. 12th Ave. #111
 Littleton, Colorado
 80120 USA
 US: +1 (303) 519-3945
 MX: +52 (671) 830-5613
 info@evangreene.com

CLIENT INFORMATION
 Total acres in request area: 0.81 ac
 Existing Parcel Line
 Survey Line
 R1 Existing Zoning
 RT1 Existing Zoning
 R3 Proposed Zoning
 R3 Existing Zoning

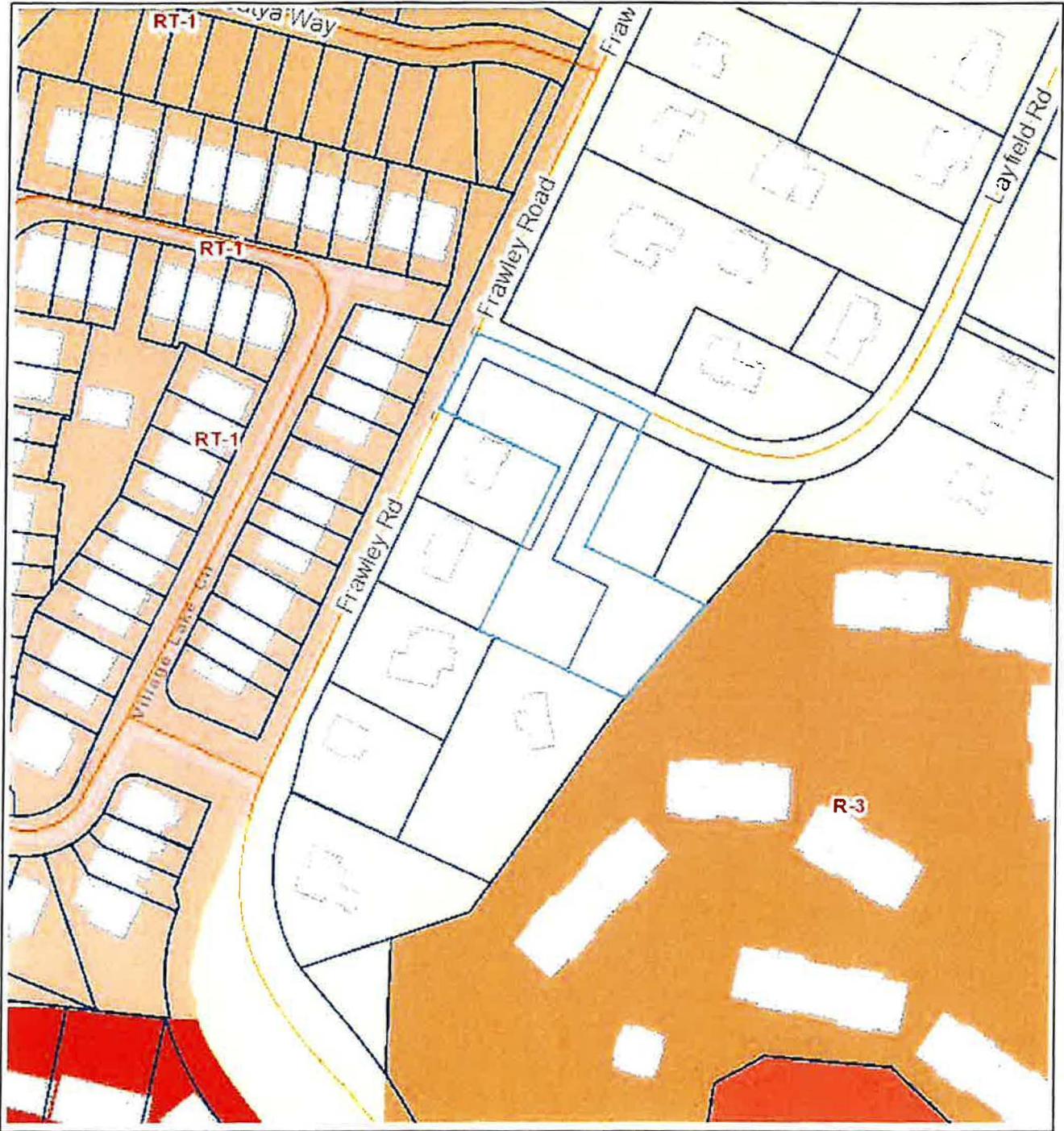
NOTES
ARCHITECTURAL DESIGN PROPOSAL ONLY
 This drawing is intended for informational purposes only and is not to be used for construction. The architect assumes no liability for any damage or injury to persons or property arising from the use of this plan. The architect's liability is limited to the professional services rendered by him or her.
 Further Calculations May Also Be Necessary By MEP Engineers

DATE OF PUBLICATION
 08 SEPTEMBER 2024

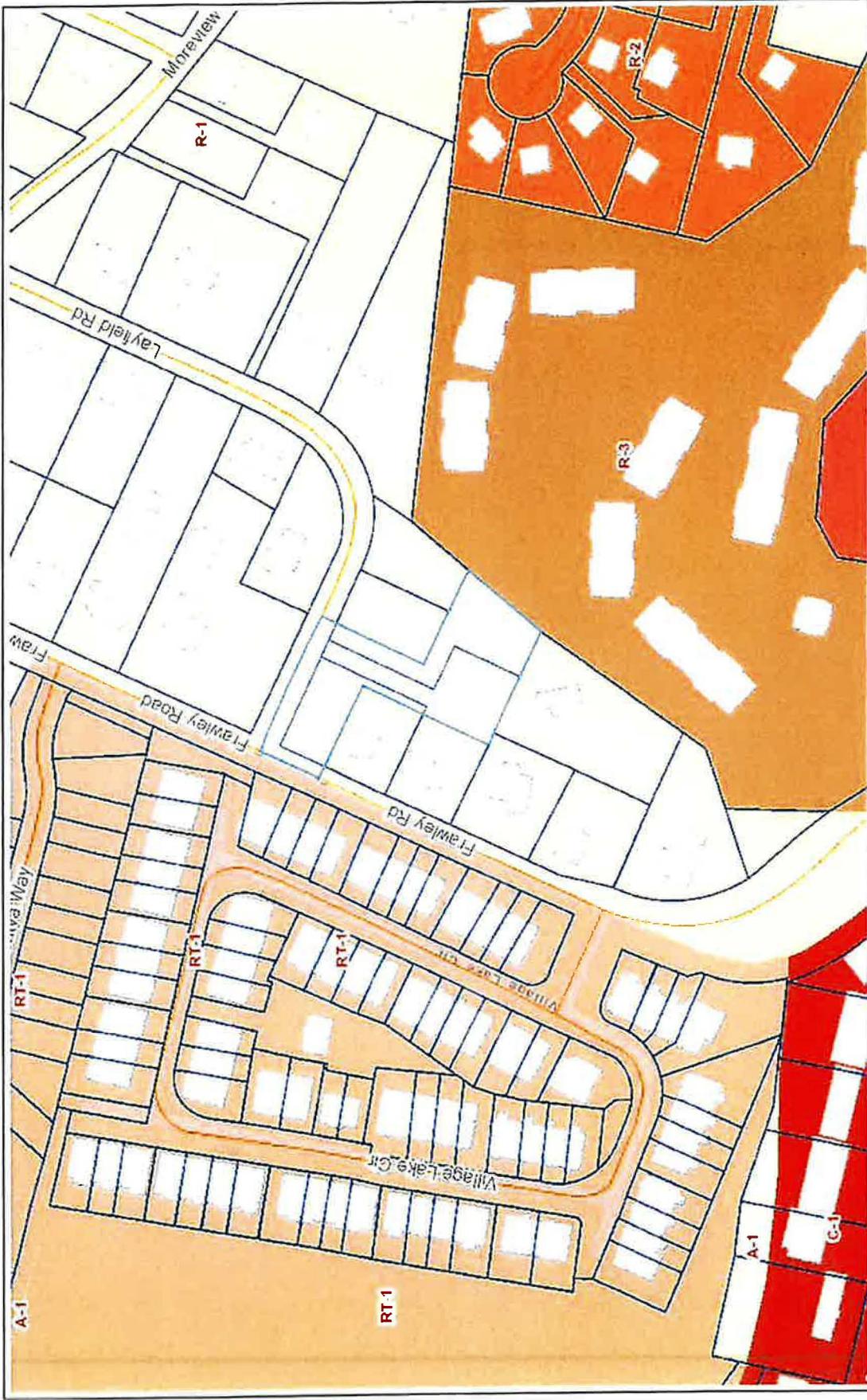
PROJECT NO.
 DRAWN BY: DGA
 SCALE: 1/8" = 1' 0"
SITE PLAN

SHEET TITLE
AR-01

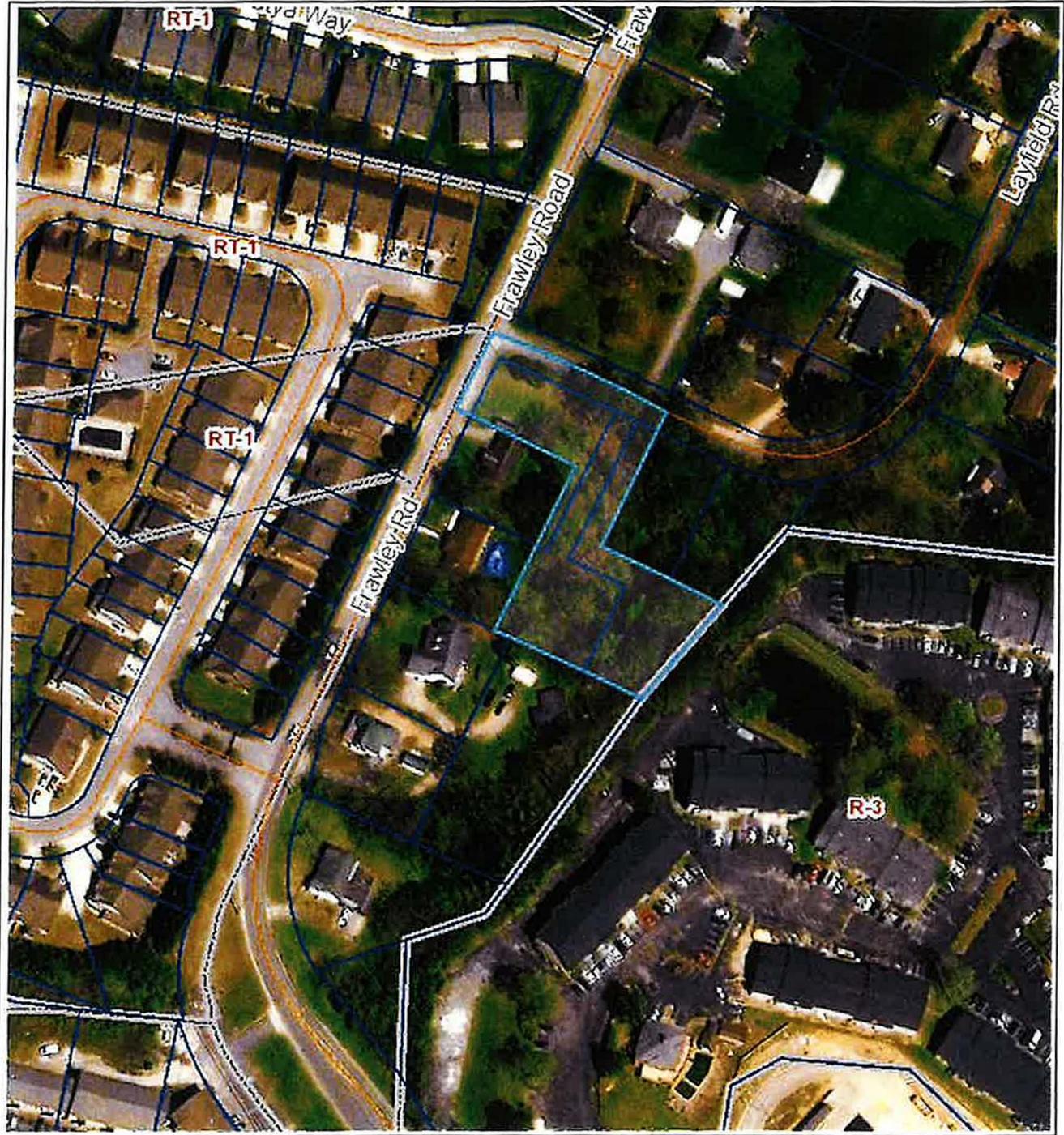
2022-0235 Rezoning from R-1 to R-3



2022-0235 Rezoning from R-1 to R-3



2022-0235 Rezoning from R-1 to R-3



2022-0235 Rezoning from R-1 to R-3





City of East Ridge

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

Building and Codes Department

ORDINANCE NO. 1178

AGENDA MEMORANDUM

TO: Mayor, Council; Interim City Manager
FROM: Michael Howell
SUBJECT: Rezone 6000 Block of Graston Avenue
DATE: December 5, 2022

On November 7th, 2022, Ethan Collier Construction petitioned the East Ridge Planning Commission to rezone an unaddressed parcel located in the 6000 Block of Graston Avenue, Tax Map # 169C-C-001.02, from R-1 Residential District to R-3 Residential Apartment District.

The East Ridge Planning Commission approved request to rezone, Ethan Collier Construction has requested the rezone case move forward to city council for review.

ORDINANCE NO. 1178

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 IN THE 6000 BLOCK OF GRASTON AVENUE, TAX MAP #169C-C-001.02, FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT

WHEREAS, Ethan Collier Construction, 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 in the 6000 block of Graston Avenue, Tax Map #169C-C-001.02, from R-1 Residential District to R-3 Residential Apartment District. The property is more particularly described as follows:

An unplatted and unaddressed tract of land located in the 6000 block of Graston Avenue being the property described in Deed Book 11120, Page 76, ROHC. Tax Map 169C-C-001.02

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

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

WHEREAS, the applicant has been 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 December 8, 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 in the 6000 block of Graston Avenue, Tax Map #169C-C-001.02, from R-1 Residential District to R-3 Residential Apartment District, for uses consistent with such zoning.

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

Approved on First Reading _____, 2022

Approved on Second Reading _____, 2022

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



Chattanooga-Hamilton County Regional Planning Agency
Zoning Change Application Form

CASE NUMBER: 2022-0246		Date Submitted: 09/26/2022					
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist if needed</i>							
1 Applicant Request							
Rezone From: R-1		Rezone To: R-3	Total acres in request area: 4.4				
2 Property Information							
Property Address: Unaddressed Parcel in the 6000 blk of Graston Ave		Property Tax Map Number: 169C-C-001.02					
3 Proposed Development							
Reason for request/Project description:		Construct Multi-Family Development					
4 Site Characteristics							
Current Use:		Vacant					
Adjacent Uses:		North – Hospital; East – Hospital Parking, Church; West – Medical Office; South - Residential					
5 Applicant Information							
Name: Ethan Collier Construction							
Address (street, city, state, zip): 2513 E 19 th St, Chattanooga, TN 37404							
Phone: 423-265-0110		Email: ethan@collierbuild.com					
Primary Contact (if different than applicant information):							
Address (street, city, state, zip):							
Phone:		Email:					
<input type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.							
6 Property Owner Information Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.							
Name: Thomas E. Adkins & J. Steven Adkins							
Address (street, city, state, zip): 3937 Forest Highland Dr, Chattanooga, TN 37415							
Phone:		Email:					
7 Applicant Signature and Consent							
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.							
Signature: See Submitted Application		Date:					
Office Use Only:							
Checklist							
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan	<input checked="" type="checkbox"/>	Ownership Authorization		
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds	<input checked="" type="checkbox"/>	Plats		
<input checked="" type="checkbox"/>	Application Fee: \$295	<input type="checkbox"/>	Cash	<input checked="" type="checkbox"/>	Credit	<input type="checkbox"/>	Check
<input checked="" type="checkbox"/>	Notice signs	Number of notice signs: 3					
Municipality: East Ridge		Planning District: 6		Neighborhood: None			
County Commission District: 8			City Council District: 0				
PC meeting date: East Ridge			Application processed by: Jennifer Ware				
Staff Recommendation :		PC Action/Date:		Legislative Action/Date/Ordinance:			

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

CASE NUMBER: 2022-0246

APPLICANT: Ethan Collier Construction

PROPERTY OWNER: Thomas E. Adkins & J. Steven Adkins

PROPERTY ADDRESS:
Unaddressed parcel in the
6000 Block of Graston
Avenue

TAX MAP PARCEL ID: 169C-C-001.02

JURISDICTION: East Ridge

SIZE OF PROPERTY: 4.4 acres

REQUEST: Rezone from R-1 Residential District to R-3 Residential Apartment District

REASON FOR REQUEST/PROPOSED USE: A request to rezone from R-1 Residential District to R-3 Residential Apartment District to construct a multi-family development with a maximum of 95 units.

PROPERTY DESCRIPTION

EXISTING LAND USE
Vacant

SURROUNDING LAND USES
North: Hospital
East: Commercial/Church
South: Single-Family Residential
West: Commercial

ACCESS
Graston Avenue
Peck Drive

TRANSPORTATION
Graston Avenue is a local road.

PROPOSED RESIDENTIAL DENSITY
22.27 du/ac

ADJACENT RESIDENTIAL DENSITY
4.8 du/ac (Graston Ave)
17.06 du/ac (Spring Creek Garden Apartments)

NATURAL RESOURCES
The site is in the 100-year floodplain.

ZONING

ZONING HISTORY

- There is no recent zoning history for the site.
- Case 2022-0194, a Mandatory Referral request to abandon Peck Drive as a public road.

ZONE DISTRICT COMPATIBILITY

USE	CURRENT R-1 DISTRICT	PROPOSED R-3 DISTRICT
Single-Family Residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Two-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Multi-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Institutional	<input type="checkbox"/>	<input type="checkbox"/>
Lodging	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DEVELOPMENT STANDARDS	CURRENT R-1 DISTRICT	PROPOSED R-3 DISTRICT
Lot Size	10,000 sf	10,000 sf plus 2,000 sf for each additional unit over one
Lot Frontage	75'	60'
Setbacks	Front: 25' Side: 10' Rear: 25'	Front: 25' Side: 10' Rear: 25'
Building Height	2 ½ stories or 35' except that a building may exceed these requirements provided that for every one foot of additional height over thirty-five the building shall be set back one additional foot from all property lines	2 ½ stories or 35' except that a building may exceed these requirements provided that for every one foot of additional height over thirty-five the building shall be set back one additional foot from all property lines

DISCUSSION OF STAFF RECOMMENDATION

Yes No See Comments

COMPATIBILITY WITH ADJACENT LAND USES

The site is surrounded by single-family residential, commercial uses, a church, and a hospital. The R-3 District is compatible with the mix of uses in the area.

Yes No See Comments

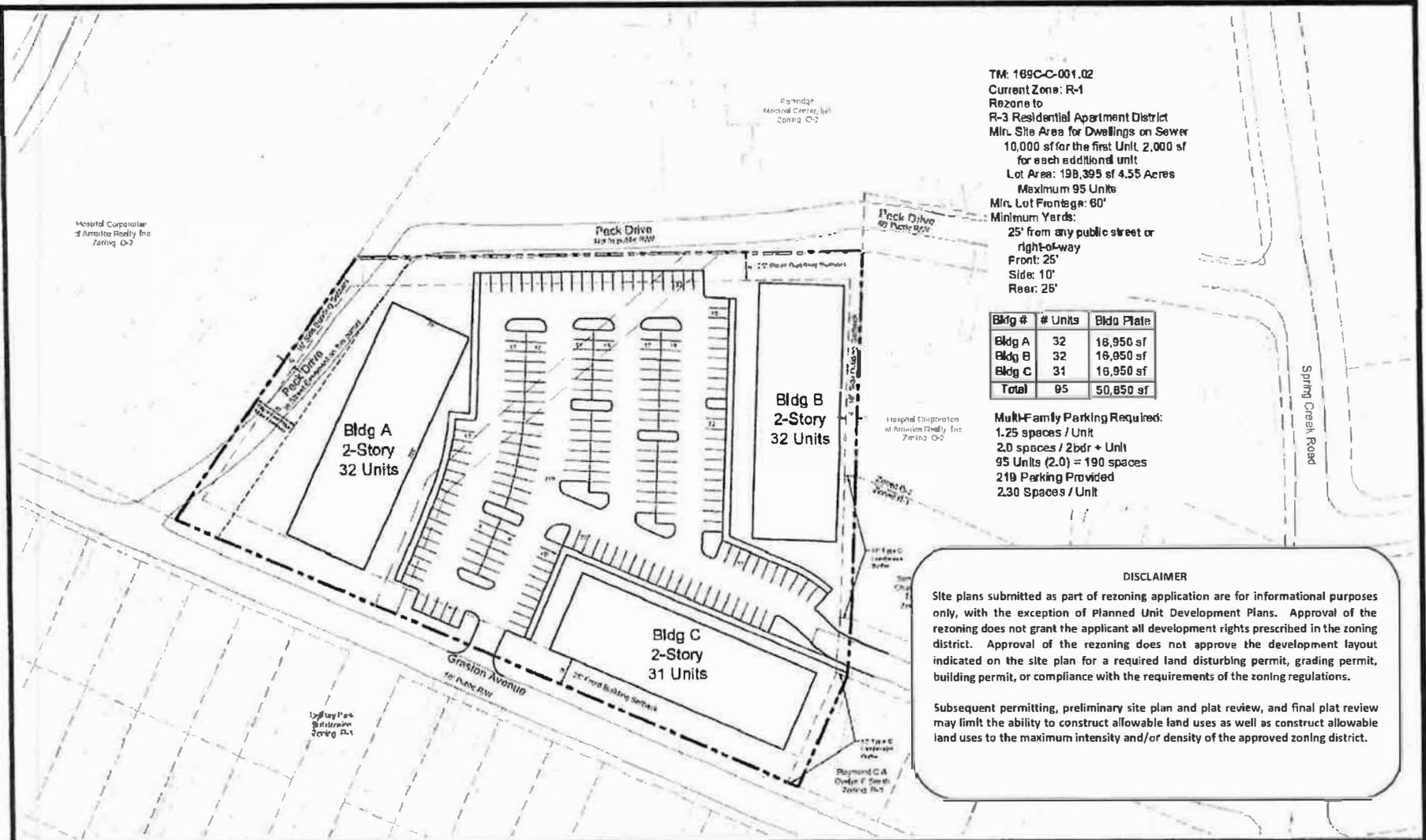
COMPATABILITY WITH DEVELOPMENT FORM

The development form is a mix of one to two-story single-family residential on small lots with front loaded parking, a large medical complex with associated parking, a church with parking lot, and other various commercial developments.

Yes No See Comments

CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

The R-3 District would not introduce any nuisance concerns related to location, lighting, or height.



TM: 189C-C-001.02
 Current Zone: R-1
 Rezone to
 R-3 Residential Apartment District
 Min. Site Area for Dwellings on Sewer
 10,000 sf for the first Unit, 2,000 sf
 for each additional unit
 Lot Area: 198,395 sf 4.55 Acres
 Maximum 95 Units
 Min. Lot Frontage: 60'
 Minimum Yards:
 25' from any public street or
 right-of-way
 Front: 25'
 Side: 10'
 Rear: 25'

Bldg #	# Units	Bldg Plate
Bldg A	32	16,950 sf
Bldg B	32	16,950 sf
Bldg C	31	16,950 sf
Total	95	50,850 sf

Multi-Family Parking Required:
 1.25 spaces / Unit
 2.0 spaces / 2bdr + Unit
 95 Units (2.0) = 190 spaces
 210 Parking Provided
 2.30 Spaces / Unit

DISCLAIMER

Site plans submitted as part of rezoning application are for informational purposes only, with the exception of Planned Unit Development Plans. Approval of the rezoning does not grant the applicant all development rights prescribed in the zoning district. Approval of the rezoning does not approve the development layout indicated on the site plan for a required land disturbing permit, grading permit, building permit, or compliance with the requirements of the zoning regulations.

Subsequent permitting, preliminary site plan and plat review, and final plat review may limit the ability to construct allowable land uses as well as construct allowable land uses to the maximum intensity and/or density of the approved zoning district.



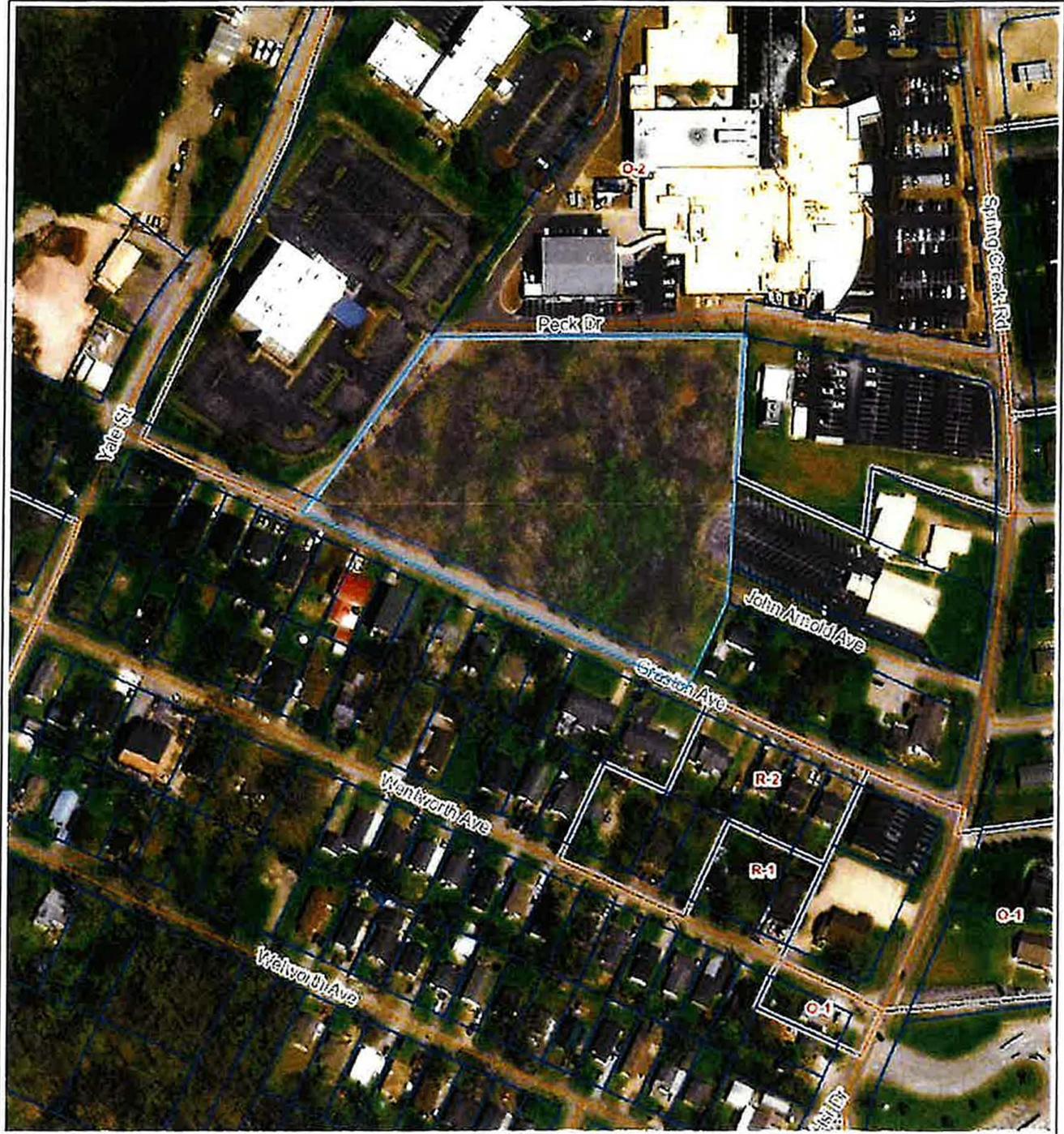
PRELIMINARY SITE PLAN
Graston Avenue Apartments
 GRASTON AVENUE
 EAST RIDGE, TENNESSEE

Date: 7/16/2022
 By: T.J.F.
 Sheet #
Ex-1

2022-0246 Rezoning from R-1 to R-3



2022-0246 Rezoning from R-1 to R-3



2022-0246 Rezoning from R-1 to R-3



RESOLUTION NO. 3331

AGENDA MEMORANDUM

DEVELOPMENT AGREEMENT
WITH DARSH HOSPITALITY
(Baymont Inn & Suites)

TO: Mayor and City Council
FROM: J. Scott Miller, Interim City Manager 
DATE: December 5, 2022
SUBJECT: Development Agreement – Darsh Hospitality

The City has been working with Pete Patel over the past months on his efforts to renovate an existing hotel (the Chattanooga Inn), located at 6674 Ringgold Road (behind the Quality Inn Suites), into the Baymont Inn & Suites. The developer expended \$2.9 million on the newly remodeled hotel which contains 85 rooms.

Said property lies within the Border Region Redevelopment District, and thus, the development is eligible for the receipt of Border Region State sales tax revenues produced by the business. Darsh provided the City Manager's Office with a financial proforma displaying the projected sales tax that will be generated over the next 20+ years and a cost breakdown of the improvements made to the hotel.

The financial assistance package negotiated between the City and Darsh Hospitality would pay the amount of \$2,050,632.11 to Darsh Hospitality based on the projected Border Region sales tax dollars generated by their business over a 24-year period. The City would receive the amount of \$1,104,186.52 for same period. This amount is based on a 65%-35% split (Developer – City) of the projected State taxable sales over this time period of \$3,154,818.63.

The Industrial Development Board (IDB) met on November 21, 2022 and approved the Development Agreement between the Industrial Development Board of the City of East Ridge and Darsh Hospitality, LLC.

Attachments

JSM/

RESOLUTION NO. 3331

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH DARSH 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, Darsh Hospitality, LLC (“Developer”) owns property at 6674 Ringgold Road, East Ridge, Tennessee, tax map number 170I-C-002.02 (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 Baymont 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 hercto 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:

J. Scott Miller, Interim City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

HOTEL	Fiscal Year	State Taxable Sales	Border Region Percentage						
			(4.125%)	Aggregate	65-35 Split	65-35 Split Aggregate			
1	2023/2024	\$ 1,712,580.00	\$ 70,643.93	\$ 70,643.93	\$ 45,918.55	\$ 45,918.55			
2	2024/2025	\$ 2,010,420.00	\$ 82,929.83	\$ 153,573.75	\$ 53,904.39	\$ 99,822.94			
3	2025/2026	\$ 2,210,531.00	\$ 91,184.40	\$ 244,758.15	\$ 59,269.86	\$ 159,092.80			
4	2026/2027	\$ 2,395,751.00	\$ 98,824.73	\$ 343,582.88	\$ 64,236.07	\$ 223,328.87			
5	2027/2028	\$ 2,536,294.00	\$ 104,622.13	\$ 448,205.01	\$ 68,004.38	\$ 291,333.26			
6	2028/2029	\$ 2,612,382.82	\$ 107,760.79	\$ 555,965.80	\$ 70,044.51	\$ 361,377.77			
7	2029/2030	\$ 2,690,754.30	\$ 110,993.62	\$ 666,959.42	\$ 72,145.85	\$ 433,523.62			
8	2030/2031	\$ 2,771,476.93	\$ 114,323.42	\$ 781,282.84	\$ 74,310.23	\$ 507,833.85			
9	2031/2032	\$ 2,854,621.24	\$ 117,753.13	\$ 899,035.97	\$ 76,539.53	\$ 584,373.38			
10	2032/2033	\$ 2,940,259.88	\$ 121,285.72	\$ 1,020,321.69	\$ 78,835.72	\$ 663,209.10			
11	2033/2034	\$ 3,028,467.68	\$ 124,924.29	\$ 1,145,245.98	\$ 81,200.79	\$ 744,409.89			
12	2034/2035	\$ 3,119,321.71	\$ 128,672.02	\$ 1,273,918.00	\$ 83,636.81	\$ 828,046.70			
13	2035/2036	\$ 3,212,901.36	\$ 132,532.18	\$ 1,406,450.18	\$ 86,145.92	\$ 914,192.62			
14	2036/2037	\$ 3,309,288.40	\$ 136,508.15	\$ 1,542,958.33	\$ 88,730.30	\$ 1,002,922.91			
15	2037/2038	\$ 3,408,567.05	\$ 140,603.39	\$ 1,683,561.72	\$ 91,392.20	\$ 1,094,315.12			
16	2038/2039	\$ 3,510,824.06	\$ 144,821.49	\$ 1,828,383.21	\$ 94,133.97	\$ 1,188,449.09			
17	2039/2040	\$ 3,616,148.78	\$ 149,166.14	\$ 1,977,549.35	\$ 96,957.99	\$ 1,285,407.07			
18	2040/2041	\$ 3,724,633.25	\$ 153,641.12	\$ 2,131,190.47	\$ 99,866.73	\$ 1,385,273.80			
19	2041/2042	\$ 3,836,372.24	\$ 158,250.36	\$ 2,289,440.82	\$ 102,862.73	\$ 1,488,136.53			
20	2042/2043	\$ 3,951,463.41	\$ 162,997.87	\$ 2,452,438.69	\$ 105,948.61	\$ 1,594,085.15			
21	2043/2044	\$ 4,070,007.31	\$ 167,887.80	\$ 2,620,326.49	\$ 109,127.07	\$ 1,703,212.22			
22	2044/2045	\$ 4,192,107.53	\$ 172,924.44	\$ 2,793,250.93	\$ 112,400.88	\$ 1,815,613.10			
23	2045/2046	\$ 4,317,870.76	\$ 178,112.17	\$ 2,971,363.09	\$ 115,772.91	\$ 1,931,386.01			
24	2046/2047	\$ 4,447,406.88	\$ 183,455.53	\$ 3,154,818.63	\$ 119,246.10	\$ 2,050,632.11			
Total				\$	3,154,818.63	\$	2,050,632.11	\$	2,050,632.11

Time Period	Average Taxable Sales
Average YR 5	\$ 2,173,115.20
Average YR 10	\$ 2,473,507.12
Average YR 15	\$ 2,720,907.82
Average YR 20	\$ 2,972,652.96
Average YR 25	\$ 3,186,685.48

**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 **DARSH 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"):

- 6674 Ringgold Road, East Ridge, Tennessee 37412
- Tax Map Number: 170I-C-002.02

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 Baymont 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 hotel development 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), provided the total amount of all Project State Tax Revenues to be shared between the City and Developer set forth in 3.03(b)(i) does not exceed the amount of Developer’s costs as defined in the Act. 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 expense costs 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 [redacted] Dollars (\$) [redacted] 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 65%	City Share 35%

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 Region 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 "Indemnatee") with respect to, and hold each Indemnatee harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel for any Indemnatee in connection with any investigative, administrative or judicial proceeding,

whether or not such 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:

Darsh Hospitality, LLC
6674 Ringgold Road
Chattanooga, Tennessee 37412
Praful <prafu24@gmail.com>

If to the IDB to:

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

Copy to:

East Ridge City Manager
1517 Tombras Avenue
East Ridge, Tennessee 37412

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 CASEY TUGGLE, to me known and known to me to be the Chairperson for the Industrial Development Board of the City of East Ridge, Tennessee, and he acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District under authority duly vested in him 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: _____

DARSH 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 Darsh 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 Darsh Hospitality, LLC.

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

Notary Public

My Commission Expires: _____

This Agreement has been approved and consented to by the East Ridge City Council on _____, 2022, pursuant to Resolution No. _____.

THE CITY OF EAST RIDGE, TENNESSEE
A Tennessee Municipality

By: _____
Title: Mayor

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared _____, to me known and known to me to be the Mayor for the City of East Ridge, Tennessee, and he acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District under authority duly vested in him by applicable law as the free act and deed of the City Council for the purposes therein expressed.

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

Notary Public

My Commission Expires: _____



City of East Ridge

1517 Tombras Avenue
East Ridge, Tennessee 37412
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Building and Codes Department

RESOLUTION NO. 3332

AGENDA MEMORANDUM

TO: Mayor, Council; Interim City Manager

FROM: Michael Howell

SUBJECT: Amend subdivision regulations

DATE: December 5, 2022

On April 27, 2022, the Tennessee General Assembly adopted public chapter 1128 that took effect on July 7, 2022. Public chapter 1128 amends Tennessee Code Annotated Section 13-3-403 regarding Right of Way Dedication.

The East Ridge Planning Commission approved the amendment during the November 7th meeting.

RESOLUTION NO. 3332

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE CITY OF EAST RIDGE SUBDIVISION REGULATIONS, ARTICLE 1. GENERAL PROVISIONS AND ARTICLE 3. DESIGN STANDARDS, SECTION 302 STREETS, SECTION 302.2.6 WIDTH OF EXISTING STREETS TO BE IN COMPLIANCE WITH TENNESSEE PUBLIC CHAPTER 1128

WHEREAS, Article 3. Design Standards, Section 302.2.6 Width of Existing Streets provides requirements for the dedication of private property where necessary along existing city streets to be in compliance with the minimum right-of-way standards of Section 302.2.4 Pavement Width; and,

WHEREAS, the Tennessee General Assembly on April 27, 2022 adopted Public Chapter 1128 that took effect on July 1, 2022; and,

WHEREAS, Public Chapter 1128 reaffirms the federal and state constitutional prohibition in the Takings Clause of the Fifth Amendment and the United States Constitution and in Article I, Section 21 of the Tennessee Constitution against the taking of private property for public use without just compensation; and,

WHEREAS, Public Chapter 1128 attempts to codify the constitutionally based standard known as the Nollan/Dolan two prong test, which has been established and applied by the United States Supreme Court; and,

WHEREAS, Public Chapter 1128 amends Tennessee Code Annotated Section 13-3-403 by adding a new section that regional planning commissions shall not require an owner of private property to dedicate real property to the public, or pay money to a public entity in an amount that is determined on an individual and discretionary basis, unless there is an essential nexus between the dedication or payment and a legitimate local government interest and the dedication is roughly proportional both in nature and extent to the impact of the proposed use or development of the property; and,

WHEREAS, Public Chapter 1128 includes a requirement that the above provision be included in the subdivision regulations adopted by the regional planning commission.

WHEREAS, the East Ridge Planning Commission hereby approved the amendment by unanimous vote at their regular meeting on November 7, 2022.

NOW THEREFORE, BE IT RESOLVED that the East Ridge City Council hereby approves the amendment to the East Ridge Subdivision Regulations as follows:

Amend Article 1, General Provisions, Section 105 JURISDICTION by adding the following:

105.2.2 Public Chapter 1128 (2022) - Right-of-Way Dedication

- Pursuant to Public Chapter 1128 and Tennessee Code Annotated Section 13-3-403 the Planning Commission shall not require an owner of private property to dedicate real property to the public or pay money to a public entity in an amount that is determined on an individual and discretionary basis, unless there is an essential nexus between the dedication or payment and a legitimate local government interest (see *Nollan v. California Coastal Commission*) and the dedication or payment is roughly proportional both in nature and extent to the impact of the proposed use or development of the property (see *Dolan v. City of Tigard*). An owner of private property required to make a dedication or pay money in violation of this subdivision may seek relief through a common law writ of certiorari in chancery Court.

Amend Article 3 DESIGN STANDARDS, 302 STREETS, Section 302.2.6 Width of Existing Street delete in its entirety and replace with the following:

302.2.6 Width of Existing Street

- The Planning Commission shall not require an owner of private property to dedicate real property to the public or pay money to a public entity in an amount that is determined on an individual and discretionary basis, unless there is an essential nexus between the dedication or payment and a legitimate local government interest (see *Nollan v. California Coastal Commission*) and the dedication or payment is roughly proportional both in nature and extent to the impact of the proposed use or development of the property (see *Dolan v. City of Tigard*). An owner of private property required to make a dedication or pay money in violation of this subdivision may seek relief through a common law writ of certiorari in chancery Court.

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:

J. Scott Miller, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



City of East Ridge

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East Ridge, Tennessee 37412
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Building and Codes Department

RESOLUTION NO. 3333

AGENDA MEMORANDUM

TO: Mayor, Council; Interim City Manager

FROM: Michael Howell

SUBJECT: Amend subdivision regulations

DATE: December 5, 2022

Amend the City of East Ridge subdivision regulations on how plats are submitted and reviewed to reflect electronic submittal process, amending subdivision procedure, and definitions, per newly adopted amendments to Tennessee Code Annotated sections 13-4-101 thru 13-4-310.

The East Ridge Planning Commission approved the amendment during the November 7th meeting.

RESOLUTION NO. 3333

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE EAST RIDGE SUBDIVISION REGULATIONS ARTICLE 1. GENERAL PROVISIONS, ARTICLE 2. SUBDIVISION PROCEDURES, AND ARTICLE 6. DEFINITIONS

WHEREAS, the Tennessee Code Annotated, Section 13-4-101 thru 13-4-310 establishes provisions for creation of planning commissions and the powers to regulate and adopt subdivision regulations controlling the division of land; and

WHEREAS, the East Ridge Subdivision Regulations were re-adopted in 2009 and contains provisions for the authority of and the approving agency for the East Ridge Subdivision Regulations; and

WHEREAS, the East Ridge Subdivision Regulations need to be amended in certain Articles and Sections to be in compliance with recently adopted amendments to Tennessee Code Annotated; and

WHEREAS, due to COVID 19 and revisions to submittal requirements of subdivision plats from paper hard copies to digital submittals, these procedures outlined in are no longer valid and need to be updated with the current submittal process and required submittal information; and

WHEREAS, a notice of a public hearing has been published in a newspaper in general circulation in Hamilton County; and,

WHEREAS, on November 7, 2022, the East Ridge Municipal Planning Commission held a public hearing on this proposed amendment to the East Ridge Subdivision Regulations; and,

WHEREAS, the Planning Commission heard and considered all statements favoring or opposing the proposed amendment to the East Ridge Subdivision Regulations and voted unanimously on November 7, 2022 to approve the amendments; and

WHEREAS, this proposed amendment also changes the Planning Commission from the Chattanooga-Hamilton County Regional Planning Commission to the East Ridge Municipal Planning Commission.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee on December 8, 2022, hereby amends the East Ridge Subdivision Regulations as follows:

Amend Article 1. General Provisions, by deleting in its entirety Section 104.1 replace with the following:

104.1 Approving Agency

In accordance with the provisions of T.C.A. Section 13-4-302 (2) Public Acts of Tennessee, 1935,

as amended, and provisions of these regulations shall be administered by the EAST RIDGE MUNICIPAL PLANNING COMMISSION and the CITY MANAGER, or his/her designee.

The Planning Commission does hereby exercise the power and authority to review, approve, and disapprove plats for the subdivision of land within the limits of the City of East Ridge which show lots, blocks, or sites with or without new streets or highways.

Amend Article 1. General Provisions, Section 104 Authority by inserting the following:

104.2 Final Plat Review and Approval Delegation

Pursuant to Section 13-3-402(c) of the Tennessee Code Annotated as amended, and the adoption of Public Chapter 994 and the Adoption of Resolution No. 3319 by the East Ridge City Council on October 13, 2022 that plat review and approval authority be granted to staff of the Regional Planning Agency in accordance with Tennessee Code Annotated 13-3-402 as amended. The East Ridge City Council adopted of Resolution Number 3319 authorizes RPA staff to approved subdivision plats with five (5) or less lots in accordance with T.C.A. Section 13-3-402(c)

Amend Article 1. General Provisions, Section 105. Jurisdiction, by deleting in its entirety Section 105.2.1 and replace with the following:

105.2.1 These regulations shall not apply to: (See T.C.A. 13-4-407, 13-4-408, 13-3-401 and 13-4-301)

- (a) Any subdivision, the plat of which has been recorded prior to February 14, 1935, or
- (b) The subdivision of land which will produce tracts of land, all of which are greater than five (5) acres in size, which do not require new street or utility construction.

Amend Article 1. General Provisions, by deleting in its entirety Section 109 Amendments and replace with the following:

109 AMENDMENTS

These regulations may be amended by the East Ridge Municipal Planning Commission at a regular or called meeting. Before the adoption of any amendment, a public hearing shall be held by the Planning Commission, thirty (30) day's notice of the time and place of which shall be given by one (1) publication in a newspaper of general circulation in Hamilton County. (See T.C.A. 13-4-303).

Amend Article 1. General Provisions, by deleting in its entirety Section 111 Applications for Variances by and replace with the following:

111 APPLICATION FOR VARIANCES

The developer or surveyor or surveyor/engineer who wishes to request a variance from the requirements of these subdivision regulations shall submit a letter to the Chattanooga-Hamilton County Regional Planning Agency with the plat. The letter shall:

- (a) State precisely the item(s) for which a variance is being requested,

- (b) State the practical difficulty or unnecessary hardship that would be caused by adhering to these regulations,
- (c) State the design alternative(s) that was consider to eliminate the need for the variance(s), and the reason(s) that the design alternative(s) is not practical, and
- (d) State the detrimental effect to the subdivision or the community if the variance is not granted.

Amend Article 2. Subdivision Procedures, by deleting in its entirety Section 201.2 Soil Study and Section 201.3 and replace with the following:

201.1 Soil Study

The Hamilton County Groundwater Protection may require a soil study for any subdivision that is not proposed to be connected to a sanitary sewer system. The developer or surveyor or surveyor/engineer should consult with the Hamilton County Groundwater Protection Department to determine if a soil survey is needed.

201.3

The developer or surveyor or surveyor/engineer is urged to consult with the Hamilton County Geospatial Department (Hamilton County GIS) regarding proposed street names, plat drafting guidelines, electronic filing requirements, and other aspects of plat production. The Geospatial Department cannot and will not provide guidance of the nature provided by the Planning Commission or Hamilton County Groundwater Protection Department staffs.

Amend Article 2, Subdivision Procedure, Section 202. Major Subdivisions, by deleting in its entirety Subsection 202.1 Standard Procedure and replace with the following:

202.1 Submittal Guidelines

Major and minor subdivision plats submitted for review and consideration shall submit the following information to the Regional Planning Agency in accordance with the Subdivision Meeting Date Calendar as published by RPA.

- a) Completed subdivision application. Subdivision applications are available for download by visiting the RPA website at www.chcrpa.org.
- b) Pay any required fees. RPA staff will contact the applicant once the plat application has been received and processed. We accept check and credit card payments.
- c) Submit PDFs of the plat and required civil drawings such as road and sewer profiles, grading and drainage plans, hydrology report and drainage calculations.
- d) Submit your application materials electronically to subdivision@chattanooga.gov. Paper copies are no longer accepted.

As a reminder, prior to final plat approval please submit to Hamilton County Geospatial Department the geo-referenced CAD drawing used to create the subdivision plat. Hamilton County Geospatial Department will not sign the Mylar copy of the final plat until they receive the geo-referenced CAD drawing.

Amend Article 2, Subdivision Procedure, Section 202. Major Subdivisions, by deleting in its entirety Subsection 202.2 Special Procedure and replace with the following:

202.2 Special Procedure

In special situations the developer or surveyor or surveyor/engineer may elect to submit the preliminary plat and the final plat simultaneously. The two plats may be approved simultaneously if the Hamilton County Groundwater Protection Department, the City of East Ridge, the Planning Commission staff, and all other affected agencies and/or utilities have no objections. Generally, this procedure will apply only if:

- (a) The soil survey (if required) has been submitted with the plat, and the streets (if any) have been staked.

Any developer proposing to use this Special Procedure should consult or have his surveyor or surveyor/engineer consult with the Planning Commission staff at an early stage.

Amend Article 2, Subdivision Procedure, Section 204. Administratively Approved Subdivisions, by deleting in its entirety Subsection 204.1 Limits of Applicability and replace with the following:

204.1 Limits of Applicability

For a subdivision to qualify for an administrative review and approval, the following requirements must be met:

1. The subdivision must front on an existing accepted public street and must not require construction of any new public streets, except that subdivisions with three or less lots obtaining access by means of an easement may be administratively approved.
2. The subdivision must contain no adverse topography, drainage, or soil conditions.
3. The subdivision must not require the extension of public water or sewer lines.
4. The subdivision must not require a variance from the adopted subdivision regulations of the community.
5. The staff shall have the right and responsibility to withhold administrative approval and refer plats to the attention of the Planning Commission in any situation where the various reviewing agencies, utilities or other interested parties are in disagreement; or in cases involving unusual land features or patterns of development.
6. The proposed subdivision must not contain three or more contiguous flag lots to be platted by a single developer or his assigns.
7. The proposed subdivision must not contain five (5) or more new lots.

Amend Article 2, Subdivision Procedure, Section 204. Administratively Approved Subdivisions, by deleting in their entirety Sections 204.2 Procedure for Administratively Approved Subdivisions and Subsections 204.2.1, 204.2.2, and 204.2.3 and replacing with the following:

204.2 Procedure for Administratively Approved Subdivisions

204.2.1 Steps in the Review Process for Administratively Approved Subdivision Plats

Typical review time for administratively approved subdivisions plats is ten (10) days. In some cases, depending on the situation, the review process may exceed ten (10) days.

- a) Submit Administratively Approved Subdivision Plat to Hamilton County Geospatial Department via email to sdreview@hamiltontn.gov.
- b) A Hamilton County Geospatial representative will review the submitted plat as to form, layout, street names, and addresses.
- c) A Hamilton County Geospatial representative will distribute submitted plat(s) to RPA for review and consideration.
- d) RPA staff will review subdivision plat for conformance with the East Ridge Zoning and Subdivision Regulations.
- e) A digital copy of the submitted subdivision plat will be kept on file at RPA and a copy of the submitted subdivision plat with noted corrections and modifications will be returned to the surveyor, surveyor/engineer, or developer by RPA staff.
- f) Surveyor, surveyor/engineer, or developer makes necessary corrections and modifications to subdivision plat.
- g) Before printing the Mylar and copies of the final plat for signature the surveyor, surveyor/engineer, or developer may choose to contact RPA staff for a final review of the plat.
- h) The applicant submits the plat for signatures and recording to RPA in accordance with the Centralized Plat Signature and Recording Process as published by RPA.

Amend Article 2, Subdivision Procedure, by deleting in its entirety Section 205. Administratively Approved Subdivisions with Variances

Amend Article 2, Subdivision Procedure, Section 206 Corrective Plat and Revised Plat Procedure by deleting in its entirety Section 206.3 Corrective Plat and Revised Plat Procedure and Subsections 206.3.1, 206.3.2, and 206.3.3 and replace with the following:

206.3.1 The plat is drawn to meet corrective and revised plat requirements stated below and submitted to the Hamilton County Geospatial Department staff. There is no deadline for this kind of plat.

Typical review time for corrective or revised subdivisions plats is ten (10) days. In some cases, depending on the situation, the review process may exceed ten (10) days.

206.3.2 Steps in the Review Process for Corrective of Revised Plat Subdivision Plats

- a) Submit Corrective or Revised Subdivision Plat to Hamilton County Geospatial Department.
- b) A Hamilton County Geospatial representative will review the submitted plat as to form, layout, street names, and addresses.
- c) A Hamilton County Geospatial representative will distribute submitted plat(s) to RPA for review and consideration.
- d) RPA staff will review subdivision plat for conformance with the East Ridge Zoning and Subdivision Regulations.
- e) A digital copy of the submitted subdivision plat will be kept on file at RPA and a copy of the submitted subdivision plat with noted corrections and modifications will be returned to the surveyor, surveyor/engineer, or developer by RPA staff.
- f) Surveyor, surveyor/engineer, or developer makes necessary corrections and

modifications to subdivision plat.

- g) Before printing the Mylar and copies of the final plat for signature the surveyor, surveyor/engineer, or developer may choose to contact RPA staff for a final review of the plat.
- h) The applicant submits the plat for signatures and recording to RPA in accordance with the Centralized Plat Signature and Recording Process as published by RPA.

Amend Article 2, Subdivision Procedure, by deleting in its entirety Section 207 TRANSPARENT COPY OF THE FINAL PLAT OR CORRECTIVE PLAT OR REVISED PLAT AND OTHER COPIES TO BE RECORDED and replace with the following:

207 Required Copies for Recording Purposes

- a) The Hamilton County Register of Deeds Office requires that plats submitted for recording have a minimum .004” thick transparent plastic film copy made by xerographic methods and printed in reverse on the back side of the material.
- b) The only size acceptable for recording purposes by the Hamilton County Register of Deeds Office is 24” X 30”. The subdivision plat must be formatted as to the requirements of the Hamilton County Register of Deeds Office. See Appendix A-5 of these regulations for example of plat format.
- c) In addition to this transparent plastic film copy the Hamilton County Register of Deeds Office requires that there be at least three (3) other paper copies of the subdivision plat.
- d) All copies of the subdivision plat to be recorded must be signed in black ink. Signatures on the subdivision plat in any other color will not be accepted for recording.
- e) All signatures on all copies of the subdivision plat to be recorded must be original signatures.

207.1 Submittal of Plat for Signatures

The applicant submits the plat for signatures and recording to RPA in accordance with the Centralized Plat Signature and Recording Process as published by RPA.

The Final Plat cannot be signed until after all infrastructure improvements have been made and installed and all other additional submittal requirements have been satisfied.

Amend Article 2. Subdivision Procedure, by deleting in its entirety Section 202.4 Effect of Approval of the Preliminary Plat and replace with the following:

202.4 Effect of Approval of Preliminary Plat Approval and Vested Rights

Approval of the Preliminary Plat does not constitute approval of the subdivision, nor does it guarantee approval of the Final Plat. Approval of the Preliminary Plat indicates general approval of the arrangement of streets, lots, and drainage as a guide to the preparation of the Final Plat.

After the approval of the Preliminary Plat, and after consultation with the Governmental Engineer, the developer may start construction of the streets and other improvements.

Approval of Preliminary Plat as provided herein vests property rights as provided for a preliminary development plan as set forth in Tennessee Code Annotated Sections 13-4-310. Approval of Preliminary Plat shall become effective upon the date the Planning Commission votes to approve the Preliminary Plat.

Amend Article 6. Definitions by changing “Health Department and Health Officer” to “Hamilton County Groundwater Protection.”

Amend Article 6. Definitions by deleting Planning Commission in its entirety and replacing with the following:

PLANNING COMMISSION: The East Ridge Municipal Planning Commission created in accordance with Tennessee Code Annotated 13-4-101 thru 13-4-310.

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:

J. Scott Miller, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



City of East Ridge

1517 Tombras Avenue
East Ridge, Tennessee 37412
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Office of the City Recorder

RESOLUTION NO. 3334

MEMORANDUM

TO: Mayor and Council
City Manager

FROM: Janet Middleton

SUBJECT: Cancellation of December 22, 2022 Council Meeting

DATE: December 5, 2022

The second meeting in December falls on the 22nd day of the month.

It has been the practice for many years for the City Council to cancel the second meeting in December if it does not fall on a holiday, since some members may be out of town or want to spend time with their families.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

J. Scott Miller
Interim City Manager

RESOLUTION NO. 3334

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, CANCELLING
THE SECOND MEETING IN THE MONTH OF
DECEMBER 2022**

WHEREAS, the East Ridge City Council recognizes that its members and city employees wish to spend time with their families over the Christmas holidays; and

WHEREAS, it has been a long-standing tradition for the Council to cancel the second meeting in December in order for its members and employees to enjoy the holiday season; and

WHEREAS, the City has previously published that a Council meeting was scheduled on December 22, 2022 and desires to approve this Resolution to serve as additional public notice of the Council's decision to cancel said meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee hereby cancels the meeting scheduled for December 22, 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:

J. Scott Miller, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3335

AGENDA MEMORANDUM

CHANGE ORDER NO 2
MULTI-MODAL PROJECT

TO: Mayor and City Council

FROM: J. Scott Miller, Interim City Manager

DATE: December 5, 2022

SUBJECT: Change Order No. 2, Multi-Modal Project

Storm Sewers and Inlets on Ringgold Road (at Moore Road and McBrien Road)

Due to unforeseen conditions regarding the above referenced subject, additional work needs to be completed by Talley Construction. The work is related to storm sewer/drainage and inlets.

The work is separated into two (2) areas; being Ringgold Road at Moore Road and Ringgold Road at McBrien Road. Attached hereto please find a drawing of these intersections along with a specific breakdown of the costs of the work. The total cost is \$357,172.46.

This change order needs to be approved so that the contractor can move forward with this work.

Attachments

JSM/

RESOLUTION NO. 3335

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE INTERIM CITY MANAGER TO APPROVE THE ATTACHED CHANGE ORDER REQUEST #2 FROM TALLEY CONSTRUCTION, INC. IN REGARD TO ADDITIONAL STORM SEWER WORK AS PART OF THE MULTI-MODAL PROJECT

WHEREAS, in January 2022, Talley Construction, Inc. was awarded the bid for the Multi-Modal project on Ringgold Road; and

WHEREAS, additional work has become necessary to complete this project, specifically regarding the storm sewers and inlets at Ringgold Road and Moore Road, and Ringgold Road and McBrien Road; and

WHEREAS, Talley Construction, Inc. is requesting a change to the original scope of work, as described in the attached Change Order Request, for the purpose of covering the cost of additional work that was necessary to complete the project; and

WHEREAS, the additional cost associated with the change order request is an amount not to exceed \$357,172.46; and

WHEREAS, the City Council deems the completion of the project, including the addition of the necessary work, to be in the best interest of the citizens of East Ridge.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the Interim City Manager is authorized to approve the Change Order Request #2 from Talley Construction, Inc. to cover the cost of additional work necessary to complete the project, in an amount not to exceed \$357,172.46.

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.

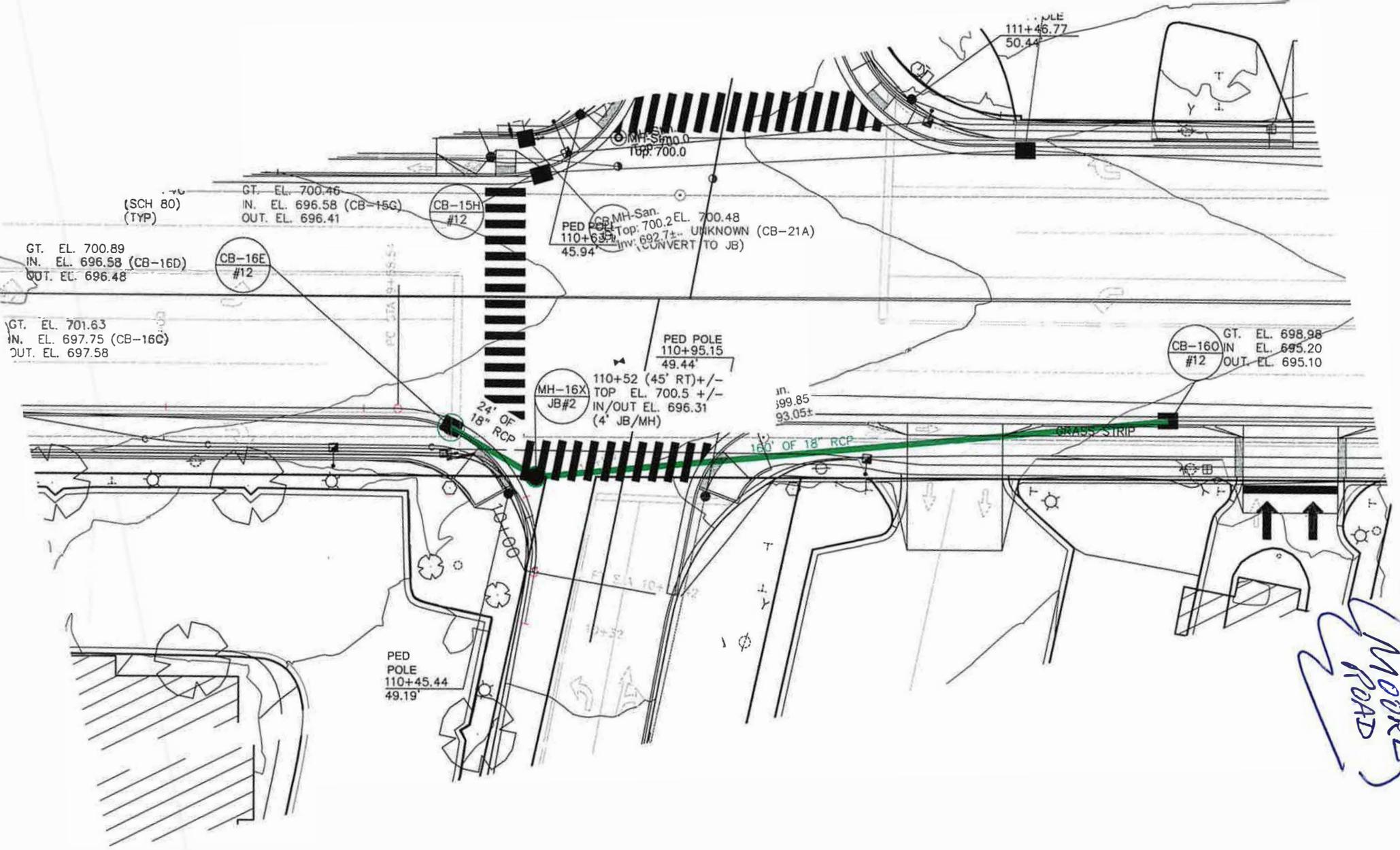
Brian W. Williams, Mayor

Attest:

J. Scott Miller, Interim City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



MOORE ROAD

Job: 22003.01
 Moore Road - Storm ADD
 12/2/2022

Item #	Description	Unit	Qty	Unit Price	Ext Total
105-01	Construction Stakes/Lines/Grade	LS	1	\$ 1,000.00	\$ 1,000.00
203-01	Road & Drainage	CY	20	\$ 67.82	\$ 1,356.40
307-02.01	Asphalt - Grading A	TON	15	\$ 484.48	\$ 7,267.20
307-02.08	Asphalt - Grading BM-2	TON	15	\$ 180.39	\$ 2,705.85
407-20.05	Sawcutting Asphalt Pavement	LF	100	\$ 5.85	\$ 585.00
607-03.02	18" RCP	LF	184	\$ 154.24	\$ 28,380.16
611-01.02	Manhole (4-8)	EA	1	\$ 5,101.71	\$ 5,101.71
712-01	Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00
712-04.01	Drums	EA	20	\$ 33.35	\$ 667.00
716-02.05	Stop Bar Pavement Marking	LF	35	\$ 17.55	\$ 614.25
1 717-01	Mobilization	LS	1	\$ 2,500.00	\$ 2,500.00
730-14.02	Saw Slot	LF	60	\$ 6.14	\$ 368.40
730-14.03	Loop Wire	LF	60	\$ 2.16	\$ 129.60
2 Add Item #	Connect to Existing Catch Basin	EA	2	\$ 2,500.00	\$ 5,000.00
					\$ -

TOTAL	\$ 57,175.57
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- 1) includes one day to pot-hole and confirm elevations/locations of existing utilities
- 2) this item to be added to contract

Job: 22003.01
 McBrien Road - Storm Add
 12/2/2022

Item #	Description	Unit	Qty	Unit Price	Ext Total
105-01	Construction Stakes/Lines/Grade	LS	1	\$ 2,500.00	\$ 2,500.00
203-01	Road & Drainage	CY	150	\$ 67.82	\$ 10,173.00
203-04	Placing & Spreading Topsoil	CY	15	\$ 76.80	\$ 1,152.00
209-03.21	Filter Sock	LF	600	\$ 5.45	\$ 3,270.00
307-02.01	Asphalt - Grading A	TON	60	\$ 484.48	\$ 29,068.80
307-02.08	Asphalt - Grading BM-2	TON	150	\$ 180.39	\$ 27,058.50
407-20.05	Sawcutting Asphalt Pavement	LF	1500	\$ 5.85	\$ 8,775.00
607-05.02	24" RCP	LF	641	\$ 181.22	\$ 116,162.02
611-01.02	Manhole (4-8)	EA	1	\$ 5,101.71	\$ 5,101.71
611-12.02	Type 12 Catch Basin (4-8)	EA	2	\$ 3,959.91	\$ 7,919.82
702-01	Concrete Curb	CY	15	\$ 824.85	\$ 12,372.75
702-03	Combined Curb & Gutter	CY	28	\$ 665.38	\$ 18,630.64
711-01.01	Sidewalk (4")	SF	100	\$ 9.11	\$ 911.00
712-01	Traffic Control	LS	1	\$ 7,500.00	\$ 7,500.00
712-04.01	Drums	EA	75	\$ 33.35	\$ 2,501.25
712-06	Signs (Construction)	SF	360	\$ 13.46	\$ 4,845.60
712-07.03	Temp Barricades (Type III)	LF	40	\$ 35.10	\$ 1,404.00
712-08.03	Arrow Board	EA	2	\$ 1,462.50	\$ 2,925.00
713-16.04	Message Board	EA	2	\$ 8,482.50	\$ 16,965.00
716-12.01	Plat Line Thermo	L.M.	0.125	\$ 14,625.02	\$ 1,828.13
1 717-01	Mobilization	LS	1	\$ 10,600.00	\$ 10,600.00
730-14.02	Saw Slot	LF	100	\$ 6.14	\$ 614.00
730-14.03	Loop Wire	LF	100	\$ 2.16	\$ 216.00
801-01	Seeding (With Mulch)	UNIT	0.1	\$ 1,441.75	\$ 144.18
801-03	Water	M.G.	0.5	\$ 117.00	\$ 58.50
					\$ -
2 Add Item #	Connect to Existing Catch Basin	EA	1	\$ 2,500.00	\$ 2,500.00
2 Add Item #	Connect to Existing 48" Pipe	EA	1	\$ 2,800.00	\$ 2,800.00
2 Add Item #	Collar at Existing 48" Pipe	EA	1	\$ 2,000.00	\$ 2,000.00
TOTAL					\$ 299,996.89

- 1) includes two days to pot-hole and confirm elevations/locations of existing utilities
- 2) these items will need to be added to contract



City of East Ridge

1517 Tombras Avenue
East Ridge, Tennessee 37412
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Office of the City Recorder

AGENDA MEMO

TO: Mayor and Council
Interim City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: Library and Beer Board, and Planning Commission Appointments

DATE: December 5, 2022

Appointments to the Library and Beer Boards and the Planning Commission scheduled for the December 8, 2022 meeting have been moved to the January 12, 2022 agenda.

The announcements for openings on the boards must run on the City's website for a period of two weeks. The advertisements were posted to the website, but shortly after, other information was updated on the website by Local Government Data Processing and the board information was overwritten by that information. Local Government cannot guarantee that the board announcements ran for a period of 14 days. To make sure that we are in compliance with Ordinance No. 1132, we are moving the appointments to the January 12, 2022 Council meeting.