

**AGENDA**  
**MONTHLY MEETING OF**  
**THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD**  
**OF THE CITY OF CHATTANOOGA, TENNESSEE**

***Monday, March 17, 2025 @ 12:30 PM***

1. Call to Order.
2. Confirmation of Meeting Advertisement and Quorum Present.
3. Approval of the Minutes for the February 17, 2025, monthly meeting.
4. Recognition of Persons Wishing to Address the Board.
5. **TEFRA Hearing – The Overlook Apts Bond Issuance**

A resolution authorizing, subject to certain conditions, the issuance of not to exceed \$15,000,000.00 of Multifamily Housing Revenue Bonds, in one or more series, for the purpose of financing the acquisition, rehabilitation, and equipping of an approximately one hundred sixty-two (162) unit multifamily housing facility located at or near 1201 Boynton Drive, in Chattanooga, Hamilton County, Tennessee for The Overlook Apts Project, and authorizing the execution and delivery of an agreement in connection with the issuance of such bonds. **(HEB-2025-06)**

6. Other Business-Discussion.
  - (a) TDEC Response – 1400 Chestnut PILOT
  - (b) TDEC Response – The Reserve at Mountain Pass PILOT
7. Adjournment.



**HEALTH, EDUCATIONAL, AND HOUSING FACILITY BOARD**  
**City of Chattanooga, Tennessee**  
**MONTHLY MEETING MINUTES**  
**John P. Franklin, Sr. Council Building**  
**J.B. Collins Conference Room**  
**1000 Lindsay Street**  
**Chattanooga, TN 37402**  
**for**  
**Monday, February 17, 2025**  
**12:35 PM**

Present were Board Members: Hicks Armor (Chair); Richard Johnson (Vice-Chair); Hank Wells (Secretary); Johnika Everhart; Andrea L. Smith; and Brian Erwin. Absent was Malcolm Harris.

Also present were Phillip A. Noblett (Counsel to the Board); Tommy Atlee (Standard Communities); Hanneke van Deursen; Steve Barrett (Husch Blackwell); Janice Gooden; Mike Pare (Times-Free Press); Richard Beeland (Economic Development); Weston Porter (Finance); and Mark Mamantov (Bass Berry & Sims).



Chairman Hicks Armor called the meeting to order, confirmed the meeting advertisement, and established that a quorum was present to conduct business.



**MINUTES APPROVAL FOR THE JANUARY 27, 2025,**  
**MONTHLY MEETING**

On motion of Mr. Johnson, seconded by Ms. Smith, the January 27, 2025, minutes for the monthly meeting were unanimously approved as written.



**TEFRA Hearing – Standard Runyan Venture LP**  
**Preliminary Bond Inducement - \$38 million**

On motion of Mr. Wells, seconded by Ms. Everhart,

**A RESOLUTION OF THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE RELATING TO THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR AN AMOUNT NOT EXCEEDING THIRTY-EIGHT MILLION DOLLARS (\$38,000,000.00) TO PROVIDE FINANCING TO STANDARD RUNYAN VENTURE LP FOR THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF A MULTIFAMILY HOUSING FACILITY FOR LOW AND MODERATE-INCOME CITIZENS TO BE LOCATED AT 819 RUNYAN DRIVE, CHATTANOOGA, TENNESSEE. (HEB-2025-05)**

Attorney Phil Noblett explained what a TEFRA is. TEFRA is an acronym by the federal government for the Tax Equity and Fiscal Responsibility Act of 1982 which allows certain tax requirements and considerations for tax advantaged bonds that might be issued by the governmental agency. The TEFRA notice is required to be published in the paper at least seven (7) days before a TEFRA hearing in a newspaper of general circulation. Which has been confirmed. That notice went out seven (7) days before for this to occur. We will have an opportunity to hear from the Standard Runyan Venture or Mr. Mark Mamantov regarding this bond issuance and they will tell you a little about how this process will go and the opportunity for the public if they have any questions to bring those during this meeting.

The Board will approve this after hearing the entire presentation and after the community has an opportunity to hear. This is only involved in the issuance of bonds. This is not a PILOT or TIF but for the issuance of bonds which are \$38 million.

Mr. Mamantov spoke at this point. Standard Communities has over 27,000 apartment units in 22 states. This is a preliminary resolution but this is not asking for approval of the bond documents. We come twice because what they do to make these projects financeable is they seek low income housing tax credits from the State of Tennessee. The State of Tennessee requires the local issuer to do two things before you can apply. You have to hold a TEFRA hearing and adopt a preliminary bond resolution. This is a senior project. A lot of the projects are family oriented and this is for senior citizens and disabled persons. It is at the foot of Signal Mountain where Chattanooga is sort of sticks out there along next to Red Bank between Signal Mountain and Red Bank.

Mr. Tommy Atlee spoke and said that this project is for 200 units and is going to be approximately 80% one-bedroom units and 20% two-bedroom units. It is going to be restricted to seniors and people with disabilities. The age restriction is 62 years and older and the reason that they are conceiving a project of this style is in conversations with the City, they have learned that

Chattanooga has one and two-bedroom units and affordable housing options for older people. They are trying to tailor something that meets the City's needs and are located in an area that is zoned for affordable housing already and will be able to be constructed relatively quickly. If they receive the tax credit allocation from the state, they hope to begin construction in the fourth quarter of this year and deliver a completed project at the end of 2027 which maybe sounds like far away but in construction it is pretty quick.

The affordability for this project is 60% AMI restricted which means that people making 60% of the AMI will be eligible and the way that they get on the list as they apply with the management on site and if they can demonstrate that they meet the income requirements then they will be shown units. The project is expected to have standard modern amenities that you would see in any newly built apartment. Modern appliances, flooring, countertops, things of that nature. A nice quality product. On-site management team with a leasing agent and manager to make sure the property is maintained and kept well. Amenities such as a clubhouse, fitness room, outdoor picnic areas to encourage socialization, fitness activity. It is well-located near grocery stores like Aldi, Food City, and Walmart off of Signal Mountain Road.

Attorney Noblett said there is some extended stay type place right along Mountain Creek B by Runyan Road. Is this adjacent to the one already existing? There is an assisted living center and the plot of land is behind that. They would share a driveway with the assisted living center. There is a creek there that gets high sometimes. They have had their civil engineer look at it and plan to design the building so they are on the southeastern portion of the property and make sure there are no issues with flooding.

After further discussion, HUD classifies these centers as if you are restricting it you cannot discriminate against people with disabilities. To account for the fact that we will have an older population there will probably be people with disabilities who will have an on-site service coordinator who will be able to help people register for Medicare, Medicaid, and coordinates in-home living assistance and other social supports as needed to make sure they have access to the resources available to them.

If you are 45 and have a disability, you are eligible. They operate a lot of these places and the majority of the people are over 62 years old. It is possible that a person with disability is under 62 would qualify.

Mr. Johnson asked a question about the on-site coordinator and it would be free to the tenants. The square footage of the one-bedrooms is approximately 700 sq. ft. and the two-bedrooms are going to be approximately 900 sq. ft. There are four levels with elevator assistance for seniors. They will provide ADA compliant units.

Mr. Erwin asked about the acquisition of the property. What is the status on that and do they currently own the property or is there a letter of intent to purchase? They have signed a purchase agreement with the owner and have site control. We will close once we receive entitlements and allocation from the state. Secondly, 60% of AMI will be the requirement for occupancy. Will that be through a private leasing office or partner with a local organization to oversee that? They have a long term partnership with a management company called Apartment

Management Consultants. They will contemplate using that group as management agent. They operate properties in Nashville that are tailored towards affordable loan components and have experience in Tennessee complying with all of the local and state regulations.

After further discussion, it is a 200 unit project with 160 one-bedrooms and 40 two-bedrooms. They do not have a certain percentage dedicated. Every unit will be designed that if someone is disabled, they can rent that unit. All of the units are going to be built so that you can wheel a wheelchair. Mr. Mamantov said that if you take Section 8 vouchers of this type, a lot of the people are going to make 20% of income. If you take Section 8 vouchers in a senior living complex, you have to accept disabled folks of all ages. If 100% of the people apply and are disabled, it is a timing thing. You cannot discriminate. If the first 200 people apply are all disabled, they all could be disabled. After further discussion, all seniors and disabled are eligible. It is a first come first served basis for applications. They have an affordable housing marketing plan to get the word out when the property opens up for leasing to let people eligible know these units are available.

After further discussion, compliance and parking were discussed. They will have ADA stalls. Other criteria are showing proof of income, if you are disabled, you need to have proof of disability from a doctor, and if applying for Section 8, you need to provide the Section 8 voucher. Part of the Fair Housing Marketing Plan that HUD has them fill out it accounts for what meets different demographics and if it determines there is need for a certain demographics. They will account for that. This is state and federal funds. They are monitoring closely the effects of Washington. The tax credit program is for the Tax Code and less subject to budgetary cuts because the Tax Code is a little bit more resilient on the Tax Credit Fund. They are pretty confident that it will continue.

After further discussion, it is part of federal law regarding demographics. Marketing was discussed. They comply with all Fair Housing laws and there is no discrimination based on race or ethnicity. Mr. Mamantov spoke about restrictive covenants and marketing. Education on availability was discussed. Demographics were discussed.

Mr. Atlee said they are national in scope in management. The agency is national in scope as well. They work locally with the state and county governments in terms of trying to make sure they are meeting their needs in terms of providing housing for the people they think need most acutely. Mr. Johnson said hopefully the word will go out to the communities.

Mr. Mamantov said they need the tax allocation to get this project. That is why they are here this month because the state opens it up in March, and they are getting overwhelmed with requests statewide because everyone is worried about the issue of whether low income housing tax credits are going to survive another round of tax reform. Mr. Mamantov is hopeful that the LIHTC program will continue. This is the preliminary opportunity to be in the race in March to get allocation for this project. We would then be coming back to the Board to approve the bond issue and also a PILOT.

Ms. Smith asked to come in and apply for one of these apartments, only one person can come, you cannot have a person come in to represent a group and apply? You have to come one in at a time. It is on an individual basis. Otherwise, they would be discriminating against one group over another. They have to supply their own income figures and detailed information about assets. Some people do not have much income but sometimes have assets. Ms. Smith will have a sufficient answer for her constituents.

Attorney Noblett said that this is a preliminary bond resolution but one of things that is involved in addition to what you have read on the caption, you would be finding today that this would improve the quality and availability of housing for the general welfare of the City which is what you will be voting on. The Chair or Vice-Chair is authorized to execute a letter included in the resolution that authorizes taking further action necessary to allow the bond financing and conduct any public hearings later on. This is the first step in the preliminary phase. It is asking for a letter and acceptance of proposal by Standard Runyan. If the Board approves this today, you will be authorizing the Chair to do so. Mr. Mamantov said there will probably be two more votes asked for by the Board if this project proceeds.

Ms. Janice Gooden did not have any questions about the project but a lot of really good questions were asked, but Ms. Gooden did not get the company's name and Mr. Atlee's last name. The company is Standard Communities.

The motion carried.

**ADOPTED**

### **OTHER BUSINESS-DISCUSSION**

FYI – Certified Letter re: Tivoli Theatre/Maclellan PILOT property:

Wayne Cropp is asking us on behalf of the HEB in connection with the letter giving us notification that there is a remediation of part of the property. The reason is because this is subject to a PILOT on a portion of that property that is involved with the Tivoli Foundation. They are giving us notification that there are properties in the downtown city that are subject to Brownfield Remediation. Whenever that goes on, there may be foundry sand, metals, all sorts of things in the ground since the City of Chattanooga has been here since 1839 and there has been a whole lot of development going on in those areas.

The folks at TDEC want to let us know that there is a voluntary party in this case, which is this group, the Tivoli Foundation, that is involved and that we own this property because of the PILOT during the term and they have the responsibility during the lease. They are letting the Board know that they have determined that there have been past commercial or industrial activities there that there may be soil, gas, groundwater, water quality samples that need to be taken and that because we are the owner, we would potentially have some responsibility.

We also in our lease put all that responsibility off on the leaseholder, which is the Tivoli Foundation. They have complied with what Mr. Keith has told them to do and that is the reason for the letter. You will probably be seeing more of these with the development going on for manufacturing areas here in the City. No action is needed. It may have some effect on housing development as you are going into areas that have been manufacturing. There may be some limitations on how the housing goes in those areas.



After further discussion, Mr. Johnson made a motion to adjourn the meeting, seconded by Ms. Everhart, and the meeting adjourned at 1:15 PM.

Respectfully submitted,

---

**Hank Wells, *Secretary***

APPROVED:

---

**Hicks Armor, *Chair***

## NOTICE OF MEETING AND PUBLIC HEARING

THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE (the “Board”), will meet in public session at 12:30 p.m. local time, on Monday March 17, 2025 at the Council Assembly Room or the J. B. Collins Conference Room, located in the John P. Franklin, Sr. Council Building, 1000 Lindsay Street, Chattanooga, Tennessee, for the purpose of considering and transacting all business which may properly come before the Board, such business to include, but not necessarily be limited to, the following:

1. Pursuant to Section 8-44-112 of the Tennessee Code Annotated, the Board holds a designated public comment period at each meeting. Members of the public in attendance may provide comments to the Board during such designated time. No advance registration is required.

2. The request of The Overlook Apts LP, a Delaware limited partnership, for preliminary approval of the issuance of multifamily housing revenue bonds, in one or more series (the “Overlook Bonds”), in an amount not to exceed \$15,000,000, the proceeds of the sale thereof to be loaned to The Overlook Apts LP to finance the acquisition, rehabilitation, and equipping of an approximately 162 unit multifamily housing facility located at or near 1201 Boynton Drive, Chattanooga, Hamilton County, Tennessee 37402 (the “Overlook Apartments”). The Overlook Apts LP will be the owner and operator of the Overlook Apartments to be financed with the proceeds of the Overlook Bonds.

A public hearing (pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended) will be held at the above scheduled meeting by the Board in connection with the issuance of the Overlook Bonds and the location and nature of the Overlook Apartments to be financed with the proceeds of the Overlook Bonds. At such public hearing there will be an opportunity for persons to express their views concerning the foregoing. Anyone may appear in person at such public hearing or submit written comments to be considered thereat.

Additional information concerning the above may be obtained from, and written comments should be addressed to, Phillip A. Noblett, Esq., 100 East 11<sup>th</sup> Street, Suite 200, Chattanooga, Tennessee 37402, telephone number (423) 643-8250.

Hicks Armor, Chair



# The Overlook Apartments

1201 Boynton Drive Chattanooga, Tennessee, 37402

## Project Summary

The Overlook Apartments (“The Overlook”) is a 162-unit multi-family property located in Chattanooga, Tennessee that was originally constructed in 1978 and last renovated in 2004. The site consists of one nine-story high-rise residential building and four two-story townhouse-style building. The unit mix of the property contains 16 studios, 122 one-bedroom apartments, and 24 two-bedroom apartments. The project will receive a new 20-year HAP contract assignment at closing, ensuring long term affordability for the residents.

The Overlook Apartments, L.P. (an affiliate of Paths Development LLC “Paths” formally known as Omni America LLC “Omni”) anticipates the syndication and rehabilitation of The Overlook with approximately \$15 million in tax-exempt bonds proceeds from Tennessee Housing Development Corporation (“THDC”). The capital stack will also include approximately \$9.5 million of equity generated by the syndication of 4% as-of- right Low-Income Housing Tax Credits (“LIHTC”). The units will be subject to regulation in accordance with the LIHTC program and existing regulatory agreements, with all units affordable to households at or below 60% AMI through the terms of the new LIHTC use agreements.

## Financing Sources and Scope of Work

The redevelopment project would utilize several sources of capital including 4% Low-Income Housing Tax Credits (LIHTC), tax-exempt bonds, deferred developer fees and equity from Paths/Nuveen. The estimated total development budget is \$26.3 million. The Paths Development team will also pursue a PILOT for the project which is required to make the financing structure more feasible. Approximately \$6.5 million (including hard cost contingency) is budgeted to rehabilitate The Overlook, this is beyond the \$1.4 million we spent/are currently spending on the much-needed critical repairs at the property. The affordable housing units will be developed and constructed by Paths Development and Paths Construction, while Paths Property Management and Safety & Security will manage the properties at stabilization. There will be NO resident displacement through our renovations approach, and we will not need to move the residents to hotels (unless we need to make structural changes only in the few ADA units), which are not currently contemplated.

The general scope of work for the subject property is expected to include but is not limited to: installation of new security cameras and exterior lighting, new building entrance doors, mag locks and access controls (fobs), new assistance call system with outcall dialer, updated laundry facilities, painting throughout the building interiors (common areas and individual units), replacement of trash compactors and chute doors, and modernization of elevators. In-unit renovations are anticipated to consist of new flooring, the replacement of kitchen cabinets, countertops, and fixtures, new bathroom fixtures and accessories, control valves and drains, and water supply valves, painting each apartment unit, replacement of all electrical outlets and switches, new energy efficient light fixtures, and new doors throughout including entry, bedroom, bathroom, and closet doors. The renovations will be aimed at improving building infrastructure and security systems, increasing curb appeal, and enhancing existing apartment units with new appliances, fixtures, and finishes. Upgraded property management services will include the implementation of the Reliant Safety and Security team.

## Crime Control Strategy

Safety is the highest priority for our residents, followed by quality of housing and good management practices. This property has historically seen some local crime which has affected the resident population and surrounding properties adversely. One of our goals with the resyndication of this asset is going to curb the prevalent crime issues. We believe we are primed to do this due to our affiliated security company, Reliant Safety. They will implement this through installing cameras all over the site, significant improvements in lighting and constant monitoring of cameras to catch any bad actors and remove them from the property, making it a safer place for both the residents and the community. Our aim is to do this without involving the police too much however we would maintain constant contact with the local police department who will also have access to our camera monitoring system, and we would correspond with them to determine any specific bad actors they currently know of, who we will target to remove by starting criminal proceedings once we have evidence.

These measures have proved effective at our other properties and since implementation, we have not had any major crime events at those properties and have made the properties much safer overall since the security measures were put in place.

## Closing and Renovations Timeline

Estimated Timeline	
<b>Bond Inducement</b>	3/17/2025
<b>LIHTC App Submission</b>	3/19/2025
<b>LIHTC App Award</b>	7/30/2025
<b>Project Closing Date</b> ( <i>Construction Financing Closing</i> )	12/1/2025
<b>Construction Completion</b>	12/1/2026
<b>Stabilized Operations</b>	3/1/2026
<b>Receipt of 8609(s)</b>	5/1/2027

## **PATHS DEVELOPMENT, LLC**

---

Paths Development LLC (“Paths”), is an affordable housing real estate developer wholly owned by Nuveen, a subsidiary of the Teachers Insurance and Annuity Association of America (TIAA). TIAA recently acquired Omni Holding Company LLC (“Omni” or “Operating Platform”), which includes ownership of the General Partner in forty-four distinct affordable housing properties, as well as an extensive pipeline of properties in the predevelopment stage. As part of the transaction, Nuveen retained employment of all staff and expertise of Omni’s development team. Omni established itself as one of the largest vertically integrated affordable housing developers in the United States. The firm was founded in 2004 by former baseball player Maurice Vaughn and Eugene Schneur and have maintained a reputation as one of the countries most trusted affordable housing developers; developing 94 properties with an aggregate transaction value of approximately \$4 billion since inception. In 2017, the firm was ranked #18 nationally in overall portfolio size by Affordable Housing Finance magazine, and consistently ranks in its top 50 lists. The combined Operating Platform, Paths, is now under the leadership of Reisa Bryan, CEO, former Global COO of Nuveen Real Estate. Providing continued leadership and oversight of the Operating Platform are Megan Thomas, COO and Mathew Holladay, President.

Paths now has the combined experience and long-term track record of Nuveen’s affordable housing investment team and Omni’s ability to transform underperforming and distressed buildings into revitalized assets. In both the preservation and development of new construction projects, the Paths team has the resume and necessary skillset to navigate both public and private resources. Building upon the reputation for successfully structuring the often-complex financing required for the acquisition and substantial reconstruction of challenged properties, projects have been financed through a variety of vehicles including private capital, construction loans, taxable bonds, tax-exempt bonds, and tax credits, as well as city, state, and federal subsidies. With the acquisition by Nuveen, Omni and now Paths, is one of the largest affordable housing developers that is vertically integrated into a global investment management platform.

In addition to having the experience and knowledge of the existing employment base, Paths Development will be overseen by a Board of Managers from Nuveen Real Estate (“NRE”), one of the largest investment managers globally with \$153B of Assets Under Management (“AUM”). NRE manages an affordable housing portfolio currently valued at \$6.4B consisting of 160 AUM (approx. 32,000 apartment units) across 24 states, as part of its Real Estate Impact Investing sector strategy. The primary focus is to preserve and increase the supply of affordable housing for low-income earners and underserved populations, while also focusing on regeneration projects with wrap around services in healthcare, financial wellbeing, education, and transportation. Combating housing instability while providing safe, quality affordable housing with a social benefit to residents and positive environmental impact are import aspects of our day-to-day management of properties.

### **Short biographies of the Paths development team are provided below:**

---

<b>Reisa Bryan</b> Chief Executive Officer	Reisa Bryan is Chief Executive Officer for Paths. In prior roles, Reisa has served as Global Chief Operating Officer, Head of Business and Investment Operations and Head of Human Resources for Nuveen Real Estate Americas.  Reisa is a member of Pension Real Estate Association (PREA). She’s also a board member of National Association of Real Estate Investment Managers (NAREIM) and the Real Estate Executive Council (REEC). Additionally, she is a member of Real Estate Round Table.  She holds a B.A. in Communications from Hofstra University and an M.B.A. with an emphasis on Finance from the University of Phoenix. Additionally, Reisa holds the FINRA Series 6, 7, 63 and 26 registrations and is a member of NASP (National Association of Securities Professionals). Reisa also serves as a board of trustee for Cannon School–Cannon School is an independent, nonsectarian, college preparatory institution serving students in junior kindergarten through grade 12.
---	---

---

<b>Mathew Holladay</b> President	<p>Mathew Holladay is the President of Paths. Previously, Mr. Holladay was the Managing Director and Chairman of Reliant Reality Services LLC. Prior to Reliant, Mathew spent nearly a decade working in real estate investment banking at Bank of America Merrill Lynch and Jefferies where he focused on strategic advisory assignments, M&amp;A, IPOs, follow-on offerings, and private financings. He advised or executed on deals totaling more than \$20 billion over the course of his tenure.</p> <p>Prior to his business career, Mathew served as an officer and Ranger in the U.S. Army with the 173<sup>rd</sup> Airborne Brigade and participated in numerous combat and peacekeeping missions throughout Africa, Eastern Europe and the Middle East, to include the initial invasion of Iraq in March of 2003 where he received the Bronze Star for his actions in combat.</p> <p>Mathew graduated as a distinguished cadet with a Bachelor of Science degree in industrial engineering from the United States Military Academy at West Point and also earned a Master of Business Administration degree from the University of North Carolina.</p>
<b>Bryan Kaplan</b> General Counsel	<p>Bryan is the General Counsel of Paths. Prior to joining the firm in 2018, Bryan was Executive Agency Counsel at the New York City Department of Housing Preservation and Development (HPD), where he worked on new construction and rehabilitation financings, real property conveyances and other agency matters. He also was the designated attorney for HPD's asset management division. Bryan previously spent fifteen years practicing at large international law firms, as Of Counsel at Paul Hastings and at Debevoise &amp; Plimpton, and as a law clerk to two federal judges in the Southern District of New York.</p> <p>Bryan holds a Juris Doctor from Columbia University School of Law (Harlan Fiske Stone scholar), a Master of Business Administration from Columbia Business School, and a Bachelor of Arts from Vassar College. He is an active member of the New York City Bar Association's Housing and Urban Development Committee.</p>
<b>Kenneth Spillberg</b> Head of Development	<p>Ken Spillberg is the Head of Development for Paths. Prior to joining the firm in the summer of 2019, Ken was the Director of Mixed-Income Programs for New Construction at the New York City Department of Housing Preservation and Development (HPD), where he originated over \$750 million in loans for the development of over 5,500 apartments for low- and moderate-income families. Before HPD, Ken was a Senior Project Manager at Westhab, Inc. where he managed the development of multifamily homes for seniors and families suffering with mental illness in Westchester, NY. Additionally, Ken worked as an Analyst at RSG Consulting in Santa Ana, CA, where he created and evaluated affordable housing financing proposals and acted as fiscal agent for California cities and Redevelopment Authorities that were issuing tax allocation bonds.</p> <p>He holds a Bachelor of Mechanical Engineering from McGill University as well as Master's Degree in Urban and Regional Planning from UC Irvine.</p>
<b>Anna Weiss</b> Senior Vice President of Development	<p>Anna is a Senior Vice President of Development at Paths. Prior to joining the firm in March of 2018, Anna was a Development Associate at John M. Corcoran &amp; Company, a market-rate, multi-family residential development firm based in Boston, MA. While at John M. Corcoran &amp; Company, Anna worked on ground-up construction projects with development costs exceeding \$130 million as well as refinancing's, dispositions, and recapitalizations with transaction values totaling more than \$175 million. Before transitioning into real estate, Anna worked in publishing as a literary consultant at Idea Platforms, Inc. where she collaborated on more than 15 non-fiction trade books, which were acquired by Random House, HarperCollins, and other major publishers.</p>

---

Anna received a Bachelor of Arts from Cornell University and is a graduate of Phillips Exeter Academy.

---

**Max Zarin**  
Senior Vice President  
of Development

Max is a Senior Vice President of Development at Paths. He brings extensive experience in conceiving and executing large-scale, complex real estate development projects that transform communities for the better. Prior to joining Paths, Max spent six years at the Hudson Companies, leading housing development projects with a total development cost of over \$400 million. His projects ranged from preservation of scattered-site affordable housing portfolios to new-construction high-rises. Outside of housing, Max led regional real estate acquisition and development for CloudKitchens, a food and beverage start-up. He began his career as a real estate and urban planning consultant for HR&A Advisors, Inc. before transitioning into real estate development.

He holds a Bachelor of Arts from Tufts University and a Master of Business Administration from The Wharton School.

---

**Lauren Jensen**  
Vice President of  
Development

Lauren is a Vice President of Development at Paths. Prior to joining Omni in January 2023, Lauren was a Director of Acquisitions and Development at Overland Property Group, a Kansas based affordable housing developer, where she was responsible for the creation and build out of the company's Acquisitions and Preservation Group. Lauren has also held positions at The Michaels Organization and Fairstead, and throughout her career has been directly involved in the acquisition, rehabilitation, and development of over 4,300 units of affordable housing utilizing both 4% and 9% low-income housing tax credits.

Lauren has worked across all aspects of acquisitions and development, from deal sourcing to underwriting to overseeing projects through stabilization and has successfully led closings for both new construction and preservation projects with total development costs exceeding \$185 million.

Lauren holds a Bachelor's degree in Industrial and Systems Engineering from Lehigh University.

---

**Zain Mahmood**  
Assistant Vice  
President of  
Development

Zain is an AVP of Development at Paths and will serve as the project lead, overseeing the rehabilitation and preservation efforts for the project. Prior to joining Paths, Zain was a Senior Development Associate at Overland Property Group, a Kansas based affordable housing developer working on the Acquisitions and Preservation Group, leading the successful closing and renovation of 1200 units of affordable housing spread over KS, MO and TX. Before that, Zain worked at Exact Capital, a national LIHTC developer based out of NY that focused on 4% LIHTC executions around the country. During his two years at Exact, he was directly involved in the new construction or rehabilitation of over 2,600 units of affordable housing and has successfully closed and overseen rehabilitation of projects in New York, Georgia, Oklahoma, Indiana, and South Carolina.

Zain holds a dual Master's degree in Public Policy and Urban Planning from Rutgers University, with a certification in Real Estate Development from the Rutgers Business School.

---

**Short biographies of the Nuveen Board of Managers are provided below:**

---

<p><b>Nadir Settles</b> Board of Managers</p> <p><i>Global Head of Impact Investing, Nuveen Real Estate</i></p>	<p>Nadir Settles leads an international team across the U.S., Europe and APAC in identifying and pursuing relevant real estate impact investments, while growing the overall sector. In addition, Nadir is responsible for all aspects of New York office real estate investments and has portfolio management responsibilities for a New York City Property strategy.</p> <p>Nadir’s experience includes various positions from asset management, portfolio management, acquisitions, and product development. Prior to joining Nuveen Real Estate in 2012, Nadir was involved in both asset management and acquisitions roles at Silverstein Properties and RLJ development Urban Lodging Trust (formally RLJ Development LLC).</p> <p>Nadir graduated with a B.A in Business Administration from St. John’s University, an M.B.A. from Villanova School of Business and an M.S. in Real Estate Finance from New York University.</p>
<hr/> <p><b>Pamela West</b> Board of Managers</p> <p><i>Senior Portfolio Manager, Impact Investing, Nuveen Real Estate</i></p>	<p>Pamela West leads the real estate impact investment strategy within Nuveen’s Real Asset Group. She is a seasoned real estate professional with 25+ years of experience and has executed over \$15B of transactions in acquisitions, dispositions financing and asset management within the U.S. She currently oversees the sourcing, execution and portfolio management of Nuveen’s impact investing housing platform. Prior to joining the team, Pamela was the Regional Head of Acquisitions and Asset Management for the Northeast and Mid-Atlantic region for TH Real Estate, a subsidiary of Nuveen. She managed over \$2.8B of class A/B housing assets. She began her career in real estate at CBRE.</p> <p>In addition to her professional activity, Pamela is a Board Member of the Real Estate Executive Council, Bold Charter Schools, and City Parks Foundation. She also serves on the Advisory Boards for Leonard W. Wood Center for Real Estate Studies, Veritas Impact Partners and Cooper Housing Institute. She is a member of the ULI Affordable Housing Investors Council and the Real Estate Roundtable’s President Council and New York Women Executives in Real Estate.</p> <p>Pamela graduated with a bachelor's degree in English Education from the University of North Carolina at Greensboro and an M.B.A. in Real Estate and Finance from the University of North Carolina at Chapel Hill.</p>
<hr/> <p><b>Patrick Li</b> Board of Managers</p> <p><i>Senior Director, Impact Investing, Nuveen Real Estate</i></p>	<p>Patrick currently oversees strategic transactions within Impact Investing. Patrick has 10 years of experience in commercial real estate investment, and since joining Nuveen Real Estate in 2013 he has executed over \$4B in acquisitions, financing, and dispositions in various asset types across the U.S. His previous experience also includes corporate credit trading at Lehman Brothers, Credit Suisse, and Nomura.</p> <p>Patrick actively serves on the Board of Directors of Urban Pathways, a non-profit organization that provides housing and services to the adult homeless population in the New York City metro area. He is also on the Advisory Council of Real Estate Ascending Leaders and the Advisory Board of the Manhattan chapter of AREAA.</p> <p>Patrick holds a B.A. in Economics and Mathematics-Statistics and an M.A. in Mathematics of Finance from Columbia University, and a Graduate Certificate in Real Estate from New York University.</p>

---

A RESOLUTION AUTHORIZING, SUBJECT TO CERTAIN CONDITIONS, THE ISSUANCE OF NOT TO EXCEED FIFTEEN MILLION DOLLARS (\$15,000,000.00) OF MULTIFAMILY HOUSING REVENUE BONDS, IN ONE OR MORE SERIES, FOR THE PURPOSE OF FINANCING THE ACQUISITION, REHABILITATION, AND EQUIPPING OF AN APPROXIMATELY ONE HUNDRED SIXTY-TWO (162) UNIT MULTIFAMILY HOUSING FACILITY LOCATED AT OR NEAR 1201 BOYNTON DRIVE, IN CHATTANOOGA, HAMILTON COUNTY, TENNESSEE FOR THE OVERLOOK APTS PROJECT, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS.

WHEREAS, THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE (the “Issuer”), is authorized by the provisions of Title 48, Chapter 101, Part 3, Tennessee Code Annotated, as amended (the “Act”), to issue, sell, and deliver revenue bonds, and to use the proceeds therefrom for, among other things, financing, acquiring, improving, constructing, equipping, owning, leasing, and disposing of properties for the purpose of enabling certain types of entities to provide facilities, including multifamily housing facilities, in order to promote the welfare, prosperity, health, and living conditions of the people of the State of Tennessee;

WHEREAS, The Overlook Apts LP (the “Applicant”), a Delaware limited partnership, has informed the Issuer that the Applicant desires to finance the acquisition, rehabilitation and equipping of an approximately 162 unit multifamily housing facility located at or near 1201 Boynton Drive in Chattanooga, Hamilton County, Tennessee (collectively, the “Project”);

WHEREAS, in connection with the above, the Applicant has requested that the Issuer authorize the issuance, sale, and delivery of not to exceed Fifteen Million Dollars (\$15,000,000) in revenue bonds (the “Bonds”), in one or more series, for the purpose of providing financing for the Project, the proceeds of the Bonds to be loaned to the Applicant for the purpose of paying the costs of the Project and other costs related thereto, the Applicant to make aggregate loan payments equivalent to the debt service on the then outstanding Bonds;

WHEREAS, there has been prepared and submitted to this meeting of the Board of Directors of the Issuer a proposed agreement (the “Agreement”) to be executed by the Issuer and the Applicant in connection with the financing of the Project, a copy of such Agreement being attached hereto and incorporated herein as fully as though copied; and,

WHEREAS, the Issuer is of the opinion that the issuance of the Bonds and the financing of the Project will effectuate the public purposes of the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, AS FOLLOWS:

- (1) The Issuer hereby approves the issuance of the Bonds for the purposes specified in the preamble hereto and the Agreement, subject only to the submission of implementing documents (including, but not limited to, an opinion of Counsel for the Issuer that the Project constitutes a “project”, as such term is defined in the Act) satisfactory to the Issuer and its Legal Counsel.

**HEB-2025-06**

(2) The action taken by the Issuer, as evidenced by the execution of the Agreement, does not hereby express an endorsement or preference of the Issuer for the project herein proposed relative to any other project with respect to any restrictions, reviews, requirements, or approvals applicable to such projects by any law either existing or subsequently enacted.

(3) The form, content, and provisions of the Agreement are hereby approved and the Chair and the Vice-Chair, or either of them, of the Issuer are hereby authorized and directed to execute and deliver such Agreement on behalf of the Issuer, with such changes therein as they, or either of them, may approve, the signature affixed thereof of such Chair or Vice-Chair to be conclusive evidence of such approval.

(4) The officers and employees of the Issuer are hereby authorized and directed to take such further actions as are necessary or desirable to carry out the intent and purposes of the Agreement and to issue the Bonds upon the terms and conditions stated in such Agreement.

(5) The Issuer makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended, and based upon the representations of the Applicant:

- (a) The Applicant reasonably expects to reimburse itself for the Project expenditures with proceeds of the Bonds.
- (b) The maximum principal amount of debt expected to be issued for the reimbursement purposes described herein is \$15,000,000.
- (c) Reimbursement of the expenditures described in (a) above with the proceeds of the borrowing described herein will occur not earlier than the date on which the expenditure is paid and not later than the later of (1) the date that is 18 months after the date on which the expenditure is paid, or (2) the date on which the Project is placed in service or abandoned (but in no case more than 3 years after the day on which the expenditure is paid).
- (d) The expenditures described in (a) above are “capital expenditures” as defined in Treas. Reg. § 1.150-1, which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election) under general Federal income tax principles (as determined at the time the expenditure is paid).



Adopted and approved this 17th day of March, 2025.

THE HEALTH, EDUCATIONAL AND HOUSING  
FACILITY BOARD FOR THE CITY OF  
CHATTANOOGA, TENNESSEE

---

Hicks Armor, *Chair*

ATTEST:

---

Hank Wells, *Secretary*

**HEB-2025-06**

This document prepared by:  
Adams and Reese LLP  
Nashville, Tennessee 37203

## AGREEMENT TO ISSUE BONDS

This AGREEMENT TO ISSUE BONDS (this “Agreement”), dated as of March 17, 2025, made and executed by and between THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE (the “Issuer”), a public, nonprofit corporation organized and existing under the laws of the State of Tennessee, and THE OVERLOOK APTS LP (the “Applicant”), a Delaware limited partnership:

### W I T N E S S E T H:

For and in consideration of the mutual covenants and undertakings set forth herein, and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Recitation of Facts. As a means of setting forth the matters of mutual inducement which have resulted in the making and execution of this Agreement, the following statements of fact are hereby recited:

(a) The Issuer is authorized by the provisions of Title 48, Chapter 101, Part 3, Tennessee Code Annotated, as amended (the “Act”), to issue, sell, and deliver revenue bonds and to use the proceeds therefrom for, among other things, financing, acquiring, improving, constructing, equipping, owning, leasing, and disposing of properties for the purpose of enabling certain types of entities to provide facilities, including multifamily housing facilities, in order to promote the welfare, prosperity, health, and living conditions of the people of the State of Tennessee;

(b) The Applicant desires to finance the acquisition, rehabilitation and equipping of an approximately 162 unit multifamily housing facility located at or near 1201 Boynton Drive, Chattanooga, Hamilton County, Tennessee (collectively, the “Project”);

(c) It is estimated by the Applicant that the financing of the Project, together with related financing, architectural, engineering, legal, accounting, consulting, and other professional charges, fees, and expenses, will require an expenditure of not to exceed Fifteen Million Dollars (\$15,000,000) in revenue bonds;

(d) The Applicant has advised the Issuer that the plans of the Applicant to acquire and construct the Project are dependent upon certain assistance which the Issuer can provide, such assistance being more fully specified in paragraph (a) of Section 2 hereof;

(e) The Issuer has duly considered the nature of the Project, and has found and determined that the assistance specified in paragraph (a) of Section 2 hereof will be in furtherance of the public purposes for which the Issuer was created; and,

(f) The Issuer has, therefore, determined that the issuance, sale, and delivery of the Bonds, as such term is hereinafter defined, for the purposes, described in paragraph (a) of Section 2 hereof, are necessary to implement the public purposes enumerated in the Act.

Section 2. Undertakings on the Part of the Issuer. Subject to the provisions and limitations contained in the Act and in any and all other applicable statutes, laws, ordinances, and regulations, whether federal, state, local, or otherwise, the Issuer hereby agrees as follows:

(a) That it will authorize the issuance, sale, and delivery of the revenue bonds, in one or more series, in the aggregate principal amount of not to exceed Fifteen Million Dollars (\$15,000,000) (the "Bonds"), the proceeds of the sale thereof to be loaned to the Applicant for the purpose of paying the costs of the Project and other costs related thereto, the Applicant to make aggregate loan payments sufficient to pay, when and as due, the debt service on the then outstanding Bonds, and in addition, such other payments as may be customary in such proceedings;

(b) That it will adopt, in connection with the issuance of the Bonds, such proceedings as may be necessary or desirable for the execution and delivery, on behalf of the Issuer, of one or more loan agreements, indentures, or other documents (such loan agreements, indentures, or other documents being herein called, the "Indentures"), from the Issuer to the purchaser or purchasers (individually, the "Purchaser"; collectively, the "Purchasers") of such Bonds, or to one or more trustees (individually, the "Trustee"; collectively, the "Trustees") to be nominated, subject to the approval of the Issuer, by the Applicant, each of such Indentures to contain such terms and provisions as are customary for similar loan agreements, indentures, or other documents in the State of Tennessee, and as are mutually agreeable to the Issuer, the applicable Purchaser or Purchasers, or the applicable Trustee or Trustees, and the Applicant;

(c) That it will adopt, in connection with the issuance of the Bonds, such proceedings as may be necessary or desirable for the execution and delivery, on behalf of the Issuer, of one or more loan agreements (the "Loan Agreements") providing for the loan of the proceeds of the Bonds, as provided in paragraph (a) of this Section, to the Applicant, each of such Loan Agreements to contain such terms and provisions as are customary for similar loan agreements in the State of Tennessee, and as are mutually agreeable to the Issuer and the Applicant;

(d) That it will adopt, in connection with the issuance of the Bonds, such proceedings as may be necessary or desirable for the execution and delivery, on behalf of the Issuer, of such other, further, or different documents as may be necessary or desirable to effectuate the assistance set forth in paragraph (a) of Section 2 hereof, such other or further documents to contain such terms and provisions as may be mutually satisfactory to the Issuer and the Applicant;

(e) That it will perform such other or further acts and adopt such other or further proceedings as may be necessary or desirable to faithfully implement its undertakings hereunder; and,

(f) That, based upon the representations of the Applicant that it is necessary to proceed immediately with the Project, the Issuer hereby agrees that the Applicant may proceed with such plans for the Project, enter into contracts for the Project, and take such other steps as may be deemed appropriate by the Applicant in connection therewith, as soon as practicable, so that the inhabitants of the State of Tennessee may benefit from the Project without delay, the

Applicant being hereby authorized to be reimbursed from the proceeds of the Bonds, if issued, for all costs so incurred by, or behalf of such Applicant; provided, however, that nothing herein contained shall be deemed to authorize the Applicant to obligate the Issuer in any manner for the payment of any monies except from the proceeds of the Bonds, or for the performance of any acts in connection with the Project, except as otherwise herein expressly provided.

Section 3. Undertakings on the Part of the Applicant. The Applicant hereby agrees as follows:

(a) That the Applicant will authorize such proceedings as may be necessary or desirable to execute and deliver the Loan Agreements on behalf of the Applicant;

(b) That the Applicant will authorize, execute, and deliver such other, further, or different documents as may be necessary or desirable to effectuate the assistance set forth in paragraph (a) of Section 2 hereof, such other or further documents to contain such terms and provisions as may be mutually satisfactory to the Issuer and the Applicant;

(c) That the Applicant will perform such other or further acts, and adopt such other or further proceedings as may be necessary or desirable to faithfully implement the undertakings hereunder of the Applicant; and,

(d) That the Applicant will hold the Issuer harmless from all pecuniary liability, and will reimburse the Issuer for all expenses which it or its legal counsel may incur in the fulfillment and implementation of its obligations hereunder, which covenant shall survive any termination of this Agreement.

Section 4. No Liability of the City of Chattanooga, Tennessee. Anything herein contained to the contrary notwithstanding, no commitment set forth herein of the Issuer shall result in the City of Chattanooga, Tennessee, being or becoming liable for the payment of the principal of, or the interest on, the Bonds, or for the performance of any pledge, mortgage, obligation, or agreement of any kind whatsoever of the Issuer, and none of the Bonds, nor any of the agreements or obligations of the Issuer shall be construed to constitute an indebtedness of the City of Chattanooga, Tennessee, within the meaning of any constitutional or statutory provision whatsoever.

Section 5. Mutual Agreements as to Terms of Documents. All commitments herein contained of the Issuer and of the Applicant are subject to the express provision that the Issuer and the Applicant agree upon mutually acceptable terms and conditions of all documents, including, but not limited to, the Indentures and the Loan Agreements, whose execution and delivery are contemplated by the provisions hereof.

Section 6. Other Conditions. All commitments of the Issuer under Section 2 hereof, and of the Applicant under Section 3 hereof, are subject to, in addition to any and all other conditions contained herein, an opinion of Counsel for the Issuer that the project constitutes a "project," as such term is defined in the Act. The action taken by the Issuer, as evidenced by the execution of this Agreement, does not express an endorsement or preference of the Issuer for the project herein proposed relative to any other project with respect to any restrictions, reviews, requirements, or approvals applicable to such projects by any law either existing or subsequently enacted.

Section 7. Termination of Agreement. This Agreement, and all of the terms and provisions hereof, shall terminate and be of no further force and effect from and after the issuance, sale, and delivery

of the Bonds. Furthermore, if such Bonds, for any reason whatsoever, have not been sold and delivered by December 31, 2026, this Agreement, and all of the terms and provisions hereof (except as herein specified), shall become void and of no further force and effect, unless extended by agreement of the parties hereto.

Section 8.     Payment of Fees. The Applicant shall pay all fees, costs, and expenses, including reasonable attorneys' fees, incurred by the Issuer or its Legal Counsel in connection with the financing herein contemplated, including proceedings preliminary thereto, as such fees, costs, and expenses accrue and such obligation to pay such fees, costs, and expenses shall survive any termination thereof.

Section 9.     Execution of Agreement. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, each after due consideration and authorization, have executed this Agreement on the date first above written.

THE HEALTH, EDUCATIONAL AND HOUSING  
FACILITIES BOARD OF THE CITY OF  
CHATTANOOGA, TENNESSEE

By: \_\_\_\_\_  
Chair

THE OVERLOOK APTS LP

By: \_\_\_\_\_  
Its: \_\_\_\_\_



STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
DIVISION OF REMEDIATION, KNOXVILLE ENVIRONMENTAL FIELD OFFICE  
3711 MIDDLEBROOK PIKE  
KNOXVILLE, TENNESSEE 37921

2/13/2025

Philip Noblett, City Attorney  
100 East 11th Street, Suite 200  
Chattanooga, TN 37402  
RE: 1400 Chestnut Street, TDEC site# 33-749  
Subject: Status of Land Use Restrictions

Dear Philip Noblett, City Attorney:

You are receiving this letter because the property referenced above was part of the Voluntary Oversight and Assistance Program (VOAP), and a Notice of Land Use Restrictions (NLUR) was filed for the site as a remedial action. The NLUR addresses various medias and uses of the site, as outlined below. As a result, the Tennessee Department of Environment and Conservation (TDEC) Division of Remediation (DoR) is required to routinely confirm that the land use restrictions remain in place by conducting inspections of the property from time to time. These inspections ensure that the Land Use Restrictions agreed upon have not been violated.

If there have been any changes to the site, please contact the TDEC DoR Project Manager, information below, immediately so we can work with you to ensure that both the public's health and the environment remain protected. Please remember that your participation in this self-reporting activity is Voluntary as outlined in the signed NLUR; however, the Division of Remediation will follow-up with an inspection if needed to ensure the site remains protective. To meet annual compliance deadlines, your response is needed on or before 3/1/2025. Please, complete the form below and submit the document to Julie.Shannon@tn.gov.

If you are no longer the owner of the site, please submit new property owner information to the email address above so we may update our records for future correspondence.

Sincerely,

Julie Shannon, PG  
Environmental Consultant  
TDEC-Division of Remediation  
Knoxville Environmental Field Office

DISCLAIMER: The Department provides this summary for informational purposes only. This summary should not be construed as authoritative as to the legal rights of any person. This summary is intended to show general outlines of land use restrictions and is not intended to be precise. The Department does not intend that third parties rely on this summary, and the Department is not responsible for any errors or omissions in this summary. More information, including restriction and release documents can be found here:

<https://dataviewers.tdec.tn.gov/dataviewers/f?p=211:2:17014697669202:::2::>

Site Name and TDEC DoR ID: 1400 Chestnut Street, 33-749  
Project Manager Name: Troy Keith  
Project Manager Email: troy.keith@tn.gov  
Project Manager Phone: (423) 260-3011

To assist the TDEC DoR in this task, we are asking the property owner to ensure that the following restricted activities have not taken place. If one or more of the restricted activities listed have occurred, please contact the TDEC DoR project manager listed above to determine next steps.

None of the restricted activities listed above have occurred at the site; all environmental controls remain in place and undisturbed.

One or more of the restricted activities listed above have occurred at the site. I will reach out to TDEC-DoR Project Manager listed above to determine next steps.

Phillip A. Noblett                      3/3/2025                      p.noblett@chattanooga.gov  
Site Owner or Representative (Signature)                      Date                      Email

Phillip A. Noblett                      City Attorney and Attorney for Health, Education  
Site Owner or Representative (Print)                      Title                      and Housing Facilities Board as Owner  
during term of PILOT.

Institutional Control / Engineering Control(s)

---

1. Single-family detached residential use is prohibited.
2. No one will use, access, or otherwise disturb the groundwater beneath the Property.
3. Notify TDEC prior to any invasive activity at the Property.
4. Notify TDEC DoR prior to the removal of soil underlying the Property.

**Hamilton County Parcels Associated with this NLUR:**



145F J 006

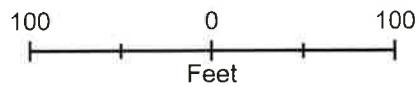




nal

TDEC DoR Site Name: 1400 Chestnut Street

-  Site Boundary
-  Parcel Boundary





STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
DIVISION OF REMEDIATION, KNOXVILLE ENVIRONMENTAL FIELD OFFICE  
3711 MIDDLEBROOK PIKE  
KNOXVILLE, TENNESSEE 37921

2/13/2025

Philip Noblett, City Attorney  
100 East 11th Street, Suite 200  
Chattanooga, TN 37402  
RE: Reserve at Mountain Pass, TDEC site# 33-694  
Subject: Status of Land Use Restrictions

Dear Philip Noblett, City Attorney:

You are receiving this letter because the property referenced above was part of the Voluntary Oversight and Assistance Program (VOAP), and a Notice of Land Use Restrictions (NLUR) was filed for the site as a remedial action. The NLUR addresses various medias and uses of the site, as outlined below. As a result, the Tennessee Department of Environment and Conservation (TDEC) Division of Remediation (DoR) is required to routinely confirm that the land use restrictions remain in place by conducting inspections of the property from time to time. These inspections ensure that the Land Use Restrictions agreed upon have not been violated.

If there have been any changes to the site, please contact the TDEC DoR Project Manager, information below, immediately so we can work with you to ensure that both the public's health and the environment remain protected. Please remember that your participation in this self-reporting activity is Voluntary as outlined in the signed NLUR; however, the Division of Remediation will follow-up with an inspection if needed to ensure the site remains protective. To meet annual compliance deadlines, your response is needed on or before 3/1/2025. Please, complete the form below and submit the document to Julie.Shannon@tn.gov.

If you are no longer the owner of the site, please submit new property owner information to the email address above so we may update our records for future correspondence.

Sincerely,

Julie Shannon, PG  
Environmental Consultant  
TDEC-Division of Remediation  
Knoxville Environmental Field Office

**DISCLAIMER:** The Department provides this summary for informational purposes only. This summary should not be construed as authoritative as to the legal rights of any person. This summary is intended to show general outlines of land use restrictions and is not intended to be precise. The Department does not intend that third parties rely on this summary, and the Department is not responsible for any errors or omissions in this summary. More information, including restriction and release documents can be found here:

<https://dataviewers.tdec.tn.gov/dataviewers/f?p=211:2:17014697669202:::2::>

Site Name and TDEC DoR ID: Reserve at Mountain Pass, 33-694

Project Manager Name: Pat Gribbon

Project Manager Email: pat.gribben@tn.gov

Project Manager Phone: (423) 309-9279

To assist the TDEC DoR in this task, we are asking the property owner to ensure that the following restricted activities have not taken place. If one or more of the restricted activities listed have occurred, please contact the TDEC DoR project manager listed above to determine next steps.

None of the restricted activities listed above have occurred at the site; all environmental controls remain in place and undisturbed.

One or more of the restricted activities listed above have occurred at the site. I will reach out to TDEC-DoR Project Manager listed above to determine next steps.

Phillip A. Noblett    3/3/2025    pnoblett@chattanooga.gov  
Site Owner or Representative (Signature)    Date    Email

Phillip A. Noblett    City Attorney and Attorney for Health, Educational  
Site Owner or Representative (Print)    Title and Housing Facilities Board as owner  
during term of PILOT.

Institutional Control / Engineering Control(s)

---

1. The SMP shall be implemented, and maintain the engineered barriers proposed in the SMP approved by TDEC.
2. Notify TDEC prior to altering the Engineered Barriers provided in the SMP and notify TDEC prior to the excavation of soil within the Site.
3. The groundwater beneath the Property will not be used, accessed, or otherwise disturbed.
4. Evaluate whether environmental conditions pose a threat of vapor intrusion if construction of any new building(s) designed for human occupancy.

*See attached Stormwater Enforcement Notices of Violation dated 4/29/24  
and 6/4/24 which were forwarded to Lessee, The Reserve at Mountain Pass, LP  
on 5/3/24 and 6/7/24.*



**Hamilton County Parcels Associated with this NLUR:**

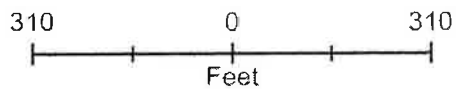
167F A 00300





**TDEC DoR Site Name: Reserve at Mountain Pass**

-  Site Boundary
-  Parcel Boundary



City of Chattanooga  
 Land Development Office  
 1250 Market Street  
 Suite 1000 D.R.C.  
 Chattanooga, Tennessee 37402  
 Phone: 423-643-5800  
 Fax: 423-643-5848

# Official Stormwater Enforcement Action



**Written Warning**

**Notice of Violation**

**Name:** Shane Derringer (Applicant) & Health Educational & Housing Facility Board of the City of Chattanooga (Property

Owner) has/have been found to be in violation of the City Of Chattanooga's stormwater ordinance 9942 on this date; **4/29/2024**

**Permit#** L-20-702

**Location of Violation:** 4905 Central Ave Parcel ID 167F A 003

**Description of Violation:**           

- Land disturbing without permit   
  Failure to maintain construction entrance   
  Failure to maintain sediment & erosion controls  
 Failure to maintain self inspection sheets/ on-site erosion control plan   
  Failure to provide final stabilization   
  Failure to comply with approved stormwater plans  
 **Other** Click here to enter text.

**History:**  First offence   
 Second offence   
 Additional offence, No.         

**Compliance Order:**   
 Repair/replace sediment & erosion controls according to approved plans by 5/7/2024

Provide final stabilization/landscaping according to approved plans by 5/13/2024

Modify erosion controls as directed by field inspector by         

**CEASE and DESIST all land disturbing activities except compliance orders as outlined below.**

**COMMENTS:** Cease & Desist all land disturbing activity until E & S control issues are corrected. Sediment discharge was observed during inspection into the wetland area and at the corner of the Central Ave entrance. This is primarily due to failing and inadequate inlet protection and lack of stabilization. New inlet protection shall be installed. Sediment and gravel shall be removed from curb inlets and catch basins and all build-up removed from paved surface areas. An alternate form of inlet protection is highly recommended since existing inlet protection is not very effective. All bare soil around the east end of building 1 shall be stabilized.

**Fine Assessment:** The following fine calculations are based on section(s) 3b, 5a of the stormwater enforcement protocol located on the reverse of this document. **3b: Second Offense**—Notice of Violation issued to Land Disturbing Permit Applicant and Property Owner; Cease and Desist Order until necessary erosion and sedimentation controls are installed or maintained; **5a: First Offense**-Written Warning issued to Land Disturbing Permit Applicant.

**Payment in the amount shown above to be remitted to City of Chattanooga at the address below within 30 days of receipt of this letter.**

**Appeals:** If you choose to appeal this assessment you must file a written petition within 30 days, addressed to:  
 City of Chattanooga Development Engineer  
 1250 Market Street Suite 1000  
 Chattanooga, TN 37402

The petition must set forth the grounds and reasons for your objections and will serve a formal request for a hearing before the Stormwater Regulations Board. Failure to submit payment or appeal this assessment in writing within the provisions of Section 31-346 of the City of Chattanooga Ordinance 9942 within the thirty (30) days will result in this matter being transferred to the City Attorney for collection.

**Notification received by:** Sent Certified Mail & E-Mail Title (if applicable)   

**This order served by:** Matt Glenn *Matt Glenn* 423-643-5886 Date and Time 4/29/24 at 2:40p.m.

*Please refer to the City/County Best Management Practices (BMP) Manual (<http://www.hamiltontn.gov/waterquality/BMP.aspx>) for information on proper selection, installation and maintenance of construction stormwater BMPs.*

National Pollutant Discharge Elimination System Permit Number TNS068063 authorizes the City of Chattanooga to discharge stormwater runoff in accordance with certain water quality management programs and provisions as set forth in the permit. Section II.C.7.b.v. of the permit states, "The permittees (Chattanooga) shall develop and put in practice enforcement procedures for the illicit discharges and improper disposal program." The permit further states in section II.C.9.e., "The City shall improve its construction site inspection and enforcement procedures by carrying out the following . . . ii. Setting up clearly defined procedures for enforcing ordinances, permits and control plans."

In response to this requirement, the City of Chattanooga passed Ordinance Number 9942 establishing City regulation and enforcement oversight regarding stormwater management. Sections 31-344-346 of Ordinance Number 9942 define the administrative enforcement remedies available to the Stormwater Manager to assure its compliance. These remedies include,

- (a)
- (b) Notification of Violation;
- (c) Consent Orders;
- (d) Show Cause Hearings;
- (e) Compliance Orders;
- (f) Cease and Desist Orders;

**City of Chattanooga  
Stormwater Management  
Enforcement Protocol  
Adopted November 18, 2004**

1. **Land Disturbing Activities Without Obtaining Necessary Land Disturbing Permit**
  - (a) First Offense (Contractor)—Cease and Desist Order; Notice of Violation; Civil Penalty for Cost of Permit.
  - (b) Second Offense (Contractor)—Cease and Desist Order, Issuance of Civil Penalty up to \$500.00 plus damages consisting of cost of permit and City expenses for enforcement of article.
  - (c) Each Additional Offense (Contractor)—Cease and Desist Order; Issuance of Civil Penalty up to \$1,000.00 plus damages plus court citation for Unlawful Acts, Misdemeanor.
  - (d) Failure to Properly Transfer Land Disturbing Permit—Issuance of Civil Penalty for the cost of new permit.
  - (e) Failure to Request Extension of Permit—Issuance of Civil Penalty for the cost of new permit
  - (f) Enforcement under this guidance is contractor specific, not site specific. For instance, if contractor A receives a Notice of Violation for a first offense, a Civil Penalty is to be issued against Contractor A for the second offense regardless of the property owner or location. Additional penalties are possible if there is a pattern of negligence among multiple sites.
2. **Failure to Install, Maintain or Use Proper Construction Entrance (Tracking Mud on Street)**
  - (a) First Offense—Written Warning Issued to Land Disturbing Permit Applicant. Copies to General Contractor.
  - (b) Second Offense—Notice of Violation issued to Land Disturbing Permit Applicant.
  - (c) Each Additional Offense—Issuance of Civil Penalty against Land Disturbing Permit Applicant of up to \$250.00 per day plus City expense for enforcement of article.
  - (d) Failure of the applicant to actively remove any mud, debris or construction material that is deposited in a public roadway will lead to an additional civil penalty of up to \$250.00 per incident plus City expense for enforcement of article plus three times the cost of the City expenses if City crews are required to remove it to protect the safety of the public. *Actively is defined as the continuous and/or immediate use of labor, equipment and or material to remove mud deposited on public streets and/or prevent the deposition by on-site control measures at such times when site conditions may be conducive to tracking. This includes, but is not limited to, proper utilization of construction exits, proper maintenance, including necessary extensions; use of manual labor, power sweepers or appropriately designed truck tire wash facilities; etc. Power washing of streets without collection and treatment of wash water is not acceptable.*
3. **Failure to Install, Maintain or Use Proper Structural Erosion or Sediment Controls (Sediment Discharge)**
  - (a) First Project Offense—Written Warning issued to Land Disturbing Permit Applicant. If project is exempt from obtaining a land disturbing permit, written warning is given to the property owner. Issuance of Civil Penalty for cost of damages for City expenses if City crews are required to clean up sediment discharged into City Streets, right-of-way or stormwater structures.
  - (b) Second Offense—Notice of Violation issued to Land Disturbing Permit Applicant and Property Owner; Cease and Desist Order until necessary erosion and sedimentation controls are installed or maintained; Compliance Order to Submit Self-Inspection Documentation on Monthly Basis; Permit Exempt projects required to obtain Land Disturbing Permit. Issuance of Civil Penalty for cost of damages of twice the cost of City expenses if City crews are required to clean up sediment discharged into City Streets, right-of-way or stormwater structures.
  - (c) Third Offense— Issuance of Civil Penalty of up to \$100.00 per discharge point per discharge plus City expense for enforcement of article to be levied to land disturbance permit applicant. Damages of up to three times the cost of City expenses if City crews are required to clean up sediment discharged into City Streets, right-of-way or stormwater structures. Cease and Desist Order until necessary erosion and sedimentation controls are installed or maintained.
  - (d) Each Additional Offense— Issuance of Civil Penalty of up to \$500.00 per discharge point per discharge to be levied to the land disturbance permit applicant. Damages of up to three times the cost of City expenses if City crews are required to clean up sediment discharged into City Streets, right-of-way or stormwater structures. Cease and Desist Order until necessary erosion and sedimentation controls are installed or maintained.
4. **Failure to Properly Maintain Erosion Control Self Inspection Sheets and On-Site Erosion Control Plan**
  - (a) First Project Offense—Written Warning issued to Land Disturbing Permit Applicant.
  - (b) Second Offense—Issuance of Civil Penalty of up to \$100.00 per inspection in which either self inspection sheets or up-to-date erosion control plans cannot be provided when asked for by the inspector.
5. **Failure to Provide Proper Final Stabilization**
  - (a) First Offense—Written Warning issued to Land Disturbing Permit Applicant.
  - (b) Second Offense—Issuance of flat rate Civil Penalty of \$50.00 if site remains unstable for longer than 7 consecutive days past the issuance date of final certificate of occupancy. An additional graduated penalty of \$25.00 per disturbed acre per day, and an additional \$100.00 per day in which rainfall totals exceed a trace will be applied.
6. **Failure to Comply with Approved Stormwater Design Plans**
  - (a) Upon Notice of Variation of Approved Plans—Written notification to Design Engineer, General Contractor and Land Disturbing Permit Applicant that construction does not match approved plans and that if modifications are to be made, revised plans must be submitted for review and approval.
  - (b) Failure to Submit Revised Plans—Stormwater Management Inspectors cannot authorize approval for certificate of occupancy until modifications have been submitted and approved.
  - (c) Failure to Implement Approved Stormwater Design Plan (Previously Occupied)
    - i. Notice of Violation and Compliance Order—A Notice of Violation and Compliance Order shall be issued to the property owner giving a maximum of thirty days to install all required stormwater infrastructure
    - ii. Failure to Meet Compliance Order Dates—Issuance of Civil Penalty of up to \$1,000.00 per day for each day approved plans are not met.
7. **Illicit Discharges (Non-residential, Non-accidental)**
  - (a) First Offense—Notice of Violation issued to responsible party for non-stormwater discharge.
  - (b) Second Offense—Issuance of Civil Penalty against responsible party of up to \$1,000.00.
  - (c) Each Additional Offense—Issuance of Civil Penalty against responsible party of up to \$2,500.00.
  - (d) Additional damages consisting of City expenses for enforcement and the cost of City expenses or contracted services to clean up illicit discharge will be passed on to violator starting with the first offense. Additional damages to include other items such as loss of income for not properly using sanitary sewer system.
  - (e) An Illicit discharge properly reported as Accidental Discharges as required by Section 31-343 will be reclassified as Accidental Releases and not subject to enforcement as an illicit discharge. However, the responsible party may be held liable to damages to the City.
8. **Illicit Discharges (Residential Wastewater Discharge)**
  - (a) First Offense—Issuance of Notice of Violation and Compliance Order to stop Illicit discharge within 10-days.
  - (b) Failure to comply with Compliance Order—Issuance of Court Citation for Unlawful Act, Misdemeanor. An additional request should be made to Neighborhood Services asking for condemnation of the residential unit.
9. **Illicit Discharges (Residential Other than Wastewater Discharge)**
  - (a) First Offense— Enforcement action based on individual action. Examples: Deliberate dumping of pesticide, used motor oil or other hazardous or dangerous chemical into storm drainage system would result in Issuance of Civil Penalty including damages, raking leaves into drainage system may result in written or verbal warning.

The penalties as listed above begin at the date of the issuance of the Notice of Violation. At anytime, a Show Cause Hearing may be ordered if this protocol is unclear or inadequate to address specific violations of City Ordinance Number 9942. This protocol does not in any way deter the Stormwater Manager from entering into a Consent Order to eliminate illicit discharges in lieu of other enforcement actions. The civil penalties set forth in the schedule above have been established by the Storm Water Regulations Board as the normal civil penalties to be assessed by the Storm Water Manager for certain specific violation, subject to the discretion of the manager to reduce the normal civil penalty for unusual and mitigating circumstance. The Storm Water Manager may assess civil penalties in his discretion for violations of the City Code not contained in the schedule.



Maria Manalla <mmanalla@chattanooga.gov>

---

## HEB - The Reserve at Mountain Pass - Notice of Violation

1 message

---

**Maria Manalla** <mmanalla@chattanooga.gov>

Fri, May 3, 2024 at 3:10 PM

To: Joshua Haston <jhaston@ldgdevelopment.com>, Phil Noblett <pnoblett@chattanooga.gov>

Please see attached Notice of Violation.

**Maria Manalla**

Legal Assistant

---

**City of Chattanooga**

**Office of the City Attorney**

E: mmanalla@chattanooga.gov

P: 423-643-8236 or 423-643-8250

W: www.chattanooga.gov



**NOTICE** - This electronic message (and any documents attached to it) is intended only for the use of the addressee and may contain information that is privileged and confidential and/or may contain attorney work product. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and any attachments, destroy and hard copies you may have created, and notify the sender immediately so that our address record can be corrected. IRS Circular 230 requires us to inform you that any statements contained herein are not intended to be used, and cannot be used, by you or any other taxpayer, for the purpose of avoiding penalties that may be imposed by federal tax law.

---

 **Notice of Violation - The Reserve at Mountain Pass.pdf**  
306K

City of Chattanooga  
Land Development Office  
1250 Market Street  
Suite 1000 D.R.C.  
Chattanooga, Tennessee 37402  
Phone: 423-643-5800  
Fax: 423-643-5848

# Official Stormwater Enforcement Action



Written Warning

Notice of Violation

Name: Shane Derringer (Applicant) & Health Educational & Housing Facility Board of the City of Chattanooga (Property Owner) has/have been found to be in violation of the City Of Chattanooga's stormwater ordinance 9942 on this date; **6/4/2024**

Permit# L-20-702

Location of Violation: 4905 Central Ave Parcel ID 167F A 003

Description of Violation:           

- Land disturbing without permit     Failure to maintain construction entrance     Failure to maintain sediment & erosion controls  
 Failure to maintain self inspection sheets/ on-site erosion control plan     Failure to provide final stabilization     Failure to comply with approved stormwater plans  
 Other Click here to enter text.

History:  First offence     Second offence     Additional offence, No. 3

Compliance Order:     Repair/replace sediment & erosion controls according to approved plans by 6/14/2024  
                                   Restart 2x weekly inspections by 6/7/2024  
                                   Modify erosion controls as directed by field inspector by 6/14/2024.  
                                   CEASE and DESIST all land disturbing activities except compliance orders as outlined below.

COMMENTS: Cease and Desist all land disturbing activity until E & S control issues have been corrected. E & S controls are failing, absent or have not been maintained. 2x weekly inspection reports are also not up to date. Inlet protection is failing in multiple locations leading to sediment discharge. Inlet protection shall be installed per plan detail 4 on pg 3.3 of the plan set or by utilizing drop bags with filter sock along the throat. Filter sock shall be installed along the front of buildings 4/5/6 to control sediment discharge until stabilization has been achieved. All sediment/gravel/mud accumulation in parking areas and around inlets/basins shall be removed. 2x weekly inspections shall also be uploaded to the Viewpoint on a bi-monthly to monthly basis.

**Fine Assessment:** The following fine calculations are based on section(s) 3b, 3c, 4b of the stormwater enforcement protocol located on the reverse of this document. 3b: Compliance Order to Submit Self-Inspection Documentation on Monthly Basis; 3c: Third Offense- Issuance of Civil Penalty of up to \$100.00 per discharge point per discharge plus City expense for enforcement of article to be levied to land disturbance permit applicant. Cease and Desist Order until necessary erosion and sedimentation controls are installed or maintained. 4b: Second Offense-Issuance of Civil Penalty of up to \$100.00 per inspection in which either self inspection sheets or up-to-date erosion control plans cannot be provided when asked for by the inspector. Total Civil Penalties per this N.O.V. = \$300.00

Payment in the amount shown above to be remitted to City of Chattanooga at the address below within 30 days of receipt of this letter.

Appeals: If you choose to appeal this assessment you must file a written petition within 30 days, addressed to:  
City of Chattanooga Development Engineer  
1250 Market Street Suite 1000  
Chattanooga, TN 37402

The petition must set forth the grounds and reasons for your objections and will serve a formal request for a hearing before the Stormwater Regulations Board. Failure to submit payment or appeal this assessment in writing within the provisions of Section 31-346 of the City of Chattanooga Ordinance 9942 within the thirty (30) days will result in this matter being transferred to the City Attorney for collection.

Notification received by: Sent Certified Mail & E-Mail Title (if applicable)

This order served by: Matt Glenn *Matt Glenn* 423-643-5886 Date and Time 6/4/2024 at 10:30a.m.

Please refer to the City/County Best Management Practices (BMP) Manual (<http://www.hamiltontn.gov/waterquality/BMP.aspx>) for information on proper selection, installation and maintenance of construction stormwater BMPs.

National Pollutant Discharge Elimination System Permit Number TNS068063 authorizes the City of Chattanooga to discharge stormwater runoff in accordance with certain water quality management programs and provisions as set forth in the permit. Section II.C.7.b.v. of the permit states, "The permittees (Chattanooga) shall develop and put in practice enforcement procedures for the illicit discharges and improper disposal program." The permit further states in section II.C.9.e., "The City shall improve its construction site inspection and enforcement procedures by carrying out the following . . . ii. Setting up clearly defined procedures for enforcing ordinances, permits and control plans."

In response to this requirement, the City of Chattanooga passed Ordinance Number 9942 establishing City regulation and enforcement oversight regarding stormwater management. Sections 31-344-346 of Ordinance Number 9942 define the administrative enforcement remedies available to the Stormwater Manager to assure its compliance. These remedies include,

- (a)
- (b) Notification of Violation;
- (c) Consent Orders;
- (d) Show Cause Hearings;
- (e) Compliance Orders;
- (f) Cease and Desist Orders;



- (g) Unlawful acts, misdemeanor;
- (h) Civil Penalties.

In order to assure fair and just enforcement to all parties involved and to provide adequate guidance to stormwater field personnel, the protocol provided on the reverse of this document shall be employed in enforcement of City Ordinance Number 9942.

**City of Chattanooga  
Stormwater Management  
Enforcement Protocol  
Adopted November 18, 2004**

1. **Land Disturbing Activities Without Obtaining Necessary Land Disturbing Permit**
  - (a) First Offense (Contractor)—Cease and Desist Order; Notice of Violation; Civil Penalty for Cost of Permit.
  - (b) Second Offense (Contractor)—Cease and Desist Order, Issuance of Civil Penalty up to \$500.00 plus damages consisting of cost of permit and City expenses for enforcement of article.
  - (c) Each Additional Offense (Contractor)—Cease and Desist Order; Issuance of Civil Penalty up to \$1,000.00 plus damages plus court citation for Unlawful Acts, Misdemeanor.
  - (d) Failure to Properly Transfer Land Disturbing Permit—Issuance of Civil Penalty for the cost of new permit.
  - (e) Failure to Request Extension of Permit—Issuance of Civil Penalty for the cost of new permit
  - (f) Enforcement under this guidance is contractor specific, not site specific. For instance, if contractor A receives a Notice of Violation for a first offense, a Civil Penalty is to be issued against Contractor A for the second offense regardless of the property owner or location. Additional penalties are possible if there is a pattern of negligence among multiple sites.
2. **Failure to Install, Maintain or Use Proper Construction Entrance (Tracking Mud on Street)**
  - (a) First Offense—Written Warning Issued to Land Disturbing Permit Applicant. Copies to General Contractor.
  - (b) Second Offense—Notice of Violation issued to Land Disturbing Permit Applicant.
  - (c) Each Additional Offense—Issuance of Civil Penalty against Land Disturbing Permit Applicant of up to \$250.00 per day plus City expense for enforcement of article.
  - (d) Failure of the applicant to actively remove any mud, debris or construction material that is deposited in a public roadway will lead to an additional civil penalty of up to \$250.00 per incident plus City expense for enforcement of article plus three times the cost of the City expenses if City crews are required to remove it to protect the safety of the public. *Actively is defined as the continuous and/or immediate use of labor, equipment and/or material to remove mud deposited on public streets and/or prevent the deposition by on-site control measures at such times when site conditions may be conducive to tracking. This includes, but is not limited to, proper utilization of construction exits; proper maintenance, including necessary extensions; use of manual labor, power sweepers or appropriately designed truck tire wash facilities; etc. Power washing of streets without collection and treatment of wash water is not acceptable.*
3. **Failure to Install, Maintain or Use Proper Structural Erosion or Sediment Controls (Sediment Discharge)**
  - (a) First Project Offense—Written Warning issued to Land Disturbing Permit Applicant. If project is exempt from obtaining a land disturbing permit, written warning is given to the property owner. Issuance of Civil Penalty for cost of damages for City expenses if City crews are required to clean up sediment discharged into City Streets, right-of-way or stormwater structures.
  - (b) Second Offense—Notice of Violation issued to Land Disturbing Permit Applicant and Property Owner; Cease and Desist Order until necessary erosion and sedimentation controls are installed or maintained; Compliance Order to Submit Self-Inspection Documentation on Monthly Basis; Permit Exempt projects required to obtain Land Disturbing Permit. Issuance of Civil Penalty for cost of damages of twice the cost of City expenses if City crews are required to clean up sediment discharged into City Streets, right-of-way or stormwater structures.
  - (c) Third Offense— Issuance of Civil Penalty of up to \$100.00 per discharge point per discharge plus City expense for enforcement of article to be levied to land disturbance permit applicant. Damages of up to three times the cost of City expenses if City crews are required to clean up sediment discharged into City Streets, right-of-way or stormwater structures. Cease and Desist Order until necessary erosion and sedimentation controls are installed or maintained.
  - (d) Each Additional Offense— Issuance of Civil Penalty of up to \$500.00 per discharge point per discharge to be levied to the land disturbance permit applicant. Damages of up to three times the cost of City expenses if City crews are required to clean up sediment discharged into City Streets, right-of-way or stormwater structures. Cease and Desist Order until necessary erosion and sedimentation controls are installed or maintained.
4. **Failure to Properly Maintain Erosion Control Self Inspection Sheets and On-Site Erosion Control Plan**
  - (a) First Project Offense—Written Warning issued to Land Disturbing Permit Applicant.
  - (b) Second Offense—Issuance of Civil Penalty of up to \$100.00 per inspection in which either self inspection sheets or up-to-date erosion control plans cannot be provided when asked for by the inspector.
5. **Failure to Provide Proper Final Stabilization**
  - (a) First Offense—Written Warning issued to Land Disturbing Permit Applicant.
  - (b) Second Offense—Issuance of flat rate Civil Penalty of \$50.00 if site remains unstable for longer than 7 consecutive days past the issuance date of final certificate of occupancy. An additional graduated penalty of \$25.00 per disturbed acre per day, and an additional \$100.00 per day in which rainfall totals exceed a trace will be applied.
6. **Failure to Comply with Approved Stormwater Design Plans**
  - (a) Upon Notice of Variation of Approved Plans—Written notification to Design Engineer, General Contractor and Land Disturbing Permit Applicant that construction does not match approved plans and that if modifications are to be made, revised plans must be submitted for review and approval.
  - (b) Failure to Submit Revised Plans—Stormwater Management Inspectors cannot authorize approval for certificate of occupancy until modifications have been submitted and approved.
  - (c) Failure to Implement Approved Stormwater Design Plan (Previously Occupied)
    - i. Notice of Violation and Compliance Order—A Notice of Violation and Compliance Order shall be issued to the property owner giving a maximum of thirty days to install all required stormwater infrastructure
    - ii. Failure to Meet Compliance Order Dates—Issuance of Civil Penalty of up to \$1,000.00 per day for each day approved plans are not met.
7. **Illicit Discharges (Non-residential, Non-accidental)**
  - (a) First Offense—Notice of Violation issued to responsible party for non-stormwater discharge.
  - (b) Second Offense—Issuance of Civil Penalty against responsible party of up to \$1,000.00.
  - (c) Each Additional Offense—Issuance of Civil Penalty against responsible party of up to \$2,500.00.
  - (d) Additional damages consisting of City expenses for enforcement and the cost of City expenses or contracted services to clean up illicit discharge will be passed on to violator starting with the first offense. Additional damages to include other items such as loss of income for not properly using sanitary sewer system.
  - (e) An illicit discharge properly reported as Accidental Discharges as required by Section 31-343 will be reclassified as Accidental Releases and not subject to enforcement as an illicit discharge. However, the responsible party may be held liable to damages to the City.
8. **Illicit Discharges (Residential Wastewater Discharge)**
  - (a) First Offense—Issuance of Notice of Violation and Compliance Order to stop illicit discharge within 10-days.
  - (b) Failure to comply with Compliance Order—Issuance of Court Citation for Unlawful Act, Misdemeanor. An additional request should be made to Neighborhood Services asking for condemnation of the residential unit.
9. **Illicit Discharges (Residential Other than Wastewater Discharge)**
  - (a) First Offense— Enforcement action based on individual action. Examples: Deliberate dumping of pesticide, used motor oil or other hazardous or dangerous chemical into storm drainage system would result in Issuance of Civil Penalty including damages, raking leaves into drainage system may result in written or verbal warning.

The penalties as listed above begin at the date of the issuance of the Notice of Violation. At anytime, a Show Cause Hearing may be ordered if this protocol is unclear or inadequate to address specific violations of City Ordinance Number 9942. This protocol does not in any way deter the Stormwater Manager from entering into a Consent Order to eliminate illicit discharges in lieu of other enforcement actions. The civil penalties set forth in the schedule above have been established by the Storm Water Regulations Board as the normal civil penalties to be assessed by the Storm Water Manager for certain specific violation, subject to the discretion of the manager to reduce the normal civil penalty for unusual and mitigating circumstance. The Storm Water Manager may assess civil penalties in his discretion for violations of the City Code not contained in the schedule.



Maria Manalla <mmanalla@chattanooga.gov>

---

## HEB - The Reserve at Mountain Pass

1 message

---

**Maria Manalla** <mmanalla@chattanooga.gov>

Fri, Jun 7, 2024 at 2:45 PM

To: Joshua Haston <jhaston@ldgdevelopment.com>, Phil Noblett <pnoblett@chattanooga.gov>

Please see attached Notice of Violation.

**Maria Manalla**

Legal Assistant

---

**City of Chattanooga**

**Office of the City Attorney**

E: mmanalla@chattanooga.gov

P: 423-643-8236 or 423-643-8250

W: www.chattanooga.gov



**NOTICE** - This electronic message (and any documents attached to it) is intended only for the use of the addressee and may contain information that is privileged and confidential and/or may contain attorney work product. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and any attachments, destroy and hard copies you may have created, and notify the sender immediately so that our address record can be corrected. IRS Circular 230 requires us to inform you that any statements contained herein are not intended to be used, and cannot be used, by you or any other taxpayer, for the purpose of avoiding penalties that may be imposed by federal tax law.



**2024.06.07 Notice of Violation - The Reserve at Mountain Pass.pdf**

282K