

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

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

1. Call to Order
2. Invocation
3. A. Roll Call
- B. Report on Debt Obligation – City Manager Dorsey
- C. Donation from East Ridge Police Department to the East Ridge Needy Child Fund for No-Shave November
4. Approval of Minutes October 27, 2022 Council Meeting
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business: None
9. New Business:
 - A. **RESOLUTION NO. 3326** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE THE APPOINTMENT OF _____ BY COUNCILMEMBER HELTON TO THE EAST RIDGE BEER BOARD
 - B. **RESOLUTION NO. 3327** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO MEMORIALIZE THE MAYOR’S APPOINTMENT OF _____ AS CHAIRPERSON OF THE BEER BOARD
 - C. **RESOLUTION NO. 3328** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE ADVANCEMENT OF STATE SALARY SUPPLEMENT PAYMENTS FOR ELIGIBLE FIREFIGHTERS AND POLICE OFFICERS
 - D. Discussion of Tentative Agenda Items for the **December 8, 2022** Council Meeting (see Attachment A)
10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA
December 8, 2022**

3. B. Employee Milestone Awards for November 2022

C. Christmas Parade Awards

8. **Old Business: None**

9. **New Business:**

A. **RESOLUTION NO. ____ - Appointment to the Library Board – Councilmember Cagle**

B. **RESOLUTION NO. ____ - Appointment to the Library Board – Councilmember Witt**

C. **RESOLUTION NO. ____ - Appointment to the Library Board – Council appointment**

D. **RESOLUTION NO. ____ – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH DARSH HOSPITALITY LLC, RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO (If approved by the IDB on November 17, 2022)**

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-134)

1. Public Entity:
 Name: City of East Ridge
 Address: 1517 Tombras Avenue
East Ridge, TN 37412
 Debt Issue Name: Loan Agreement between PBA Clarksville and City of East Ridge
 If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

2. Face Amount: \$ 10,000,000.00
 Premium/Discount: \$ 0.00

3. Interest Cost: 3.8000 % Tax-exempt Taxable
 TIC NIC
 Variable: Index _____ plus _____ basis points; or
 Variable: Remarketing Agent _____
 Other: _____

4. Debt Obligation:
 TRAN RAN CON
 BAN CRAN GAN
 Bond Loan Agreement Financing Lease
 If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Division of Local Government Finance ("LGF").

5. Ratings:
 Unrated
 Moody's _____ Standard & Poor's _____ Fitch _____

6. Purpose:

		BRIEF DESCRIPTION
<input checked="" type="checkbox"/> General Government	<u>100.00</u> %	<u>Roads; construction of an animal shelter</u>
<input type="checkbox"/> Education	_____ %	_____
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input type="checkbox"/> Refunding/Renewal	_____ %	_____

7. Security:
 General Obligation General Obligation + Revenue/Tax
 Revenue Tax Increment Financing (TIF)
 Annual Appropriation (Financing Lease Only) Other (Describe): _____

8. Type of Sale:
 Competitive Public Sale Interfund Loan
 Negotiated Sale Loan Program PBA City of Clarksville
 Informal Bid

9. Date:
 Dated Date: 10/14/2022 Issue/Closing Date: 10/14/2022

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-134)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2023	\$ 338,000.00	3.8000 %	2034	\$ 517,000.00	3.8000 %
2024	\$ 351,000.00	3.8000 %	2035	\$ 537,000.00	3.8000 %
2025	\$ 365,000.00	3.8000 %	2036	\$ 559,000.00	3.8000 %
2026	\$ 379,000.00	3.8000 %	2037	\$ 581,000.00	3.8000 %
2027	\$ 394,000.00	3.8000 %	2038	\$ 603,000.00	3.8000 %
2028	\$ 410,000.00	3.8000 %	2039	\$ 627,000.00	3.8000 %
2029	\$ 426,000.00	3.8000 %	2040	\$ 652,000.00	3.8000 %
2030	\$ 443,000.00	3.8000 %	2041	\$ 678,000.00	3.8000 %
2031	\$ 460,000.00	3.8000 %	2042	\$ 705,000.00	3.8000 %
2032	\$ 478,000.00	3.8000 %		\$	%
2033	\$ 497,000.00	3.8000 %		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:

No costs or professionals

	AMOUNT <small>(Round to nearest \$)</small>	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 10,000	Spencer Fane Bone McAllester
Issuer's Counsel	\$ 1,000	Runyon and Runyon
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____ %		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 49,000	TMBF administration fees, legal fees, and expenses
TOTAL COSTS	\$ 60,000	

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-134)

12. Recurring Costs:

No Recurring Costs

	AMOUNT (Basic points/5)	FIRM NAME (If different from #11)
Remarketing Agent	_____	_____
Paying Agent / Registrar	_____	_____
Trustee	_____	_____
Liquidity / Credit Enhancement	_____	_____
Escrow Agent	_____	_____
Sponsorship / Program / Admin	15	TMBF Administration Fee
Other	_____	_____

13. Disclosure Document / Official Statement:

None Prepared

EMMA link _____ or

Copy attached

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt? Yes No

Is there a continuing disclosure obligation agreement related to this debt? Yes No

If yes to either question, date that disclosure is due One year from fiscal year end

Name and title of person responsible for compliance Finance Director

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy 10/27/2011

Is the debt obligation in compliance with and clearly authorized under the policy? Yes No

16. Written Derivative Management Policy:

No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy? Yes No

17. Submission of Report:

To the Governing Body: on 11-10-2022 and presented at public meeting held on 11-10-2022

Copy to Director, Division of Local Govt Finance: on _____ either by:

Mail to: _____ OR Email to: LGF@cot.tn.gov

Cordell Hull Building
425 Rep. John Lewis Parkway N., 4th Floor
Nashville, TN 37243-3400

18. Signatures:

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>Brian Williams</u>	_____
Title	<u>Mayor</u>	<u>Administrator</u>
Firm	<u>Mayor</u>	<u>TMBF</u>
Email	<u>bwilliams@eastridgetn.gov</u>	<u>lmooningham@tmbf.net</u>
Date	<u>10-14-2022</u>	_____

THIS ISSUE			TOTAL DEBT OUTSTANDING		
Year	Cumulative Principal	% Total	Year	Cumulative Principal	% Total
1	\$ -	0.00%	1	\$ 930,000	4.28%
5	\$ 1,433,000	14.33%	5	\$ 5,296,000	24.39%
10	\$ 10,000,000	100.00%	10	\$ 17,068,634	78.61%
15	\$ 10,000,000	100.00%	15	\$ 19,853,634	91.43%
20	\$ 10,000,000	100.00%	20	\$ 21,138,634	97.35%
25	\$ 10,000,000	100.00%	25	\$ 21,713,634	100.00%
30	\$ 10,000,000	100.00%	30	\$ 21,713,634	100.00%

BRIAN WILLIAMS
Mayor

JACKY CAGLE
Councilmember

ANDREA WITT
Councilmember



MIKE CHAUNCEY
Vice Mayor

ESTHER HELTON
Councilmember

CHRIS DORSEY
City Manager

City of East Ridge

*1517 Tombras Avenue
East Ridge, Tennessee 37412
(423) 867~7711*

AGENDA MEMORANDUM

TO: Mayor and City Council - City Manager

FROM: Police Chief Clint Uselton

SUBJECT: Donation

DATE: November 10, 2022

The officers of the East Ridge Police Department would like to donate Six Hundred dollars (\$600.00) to Faith Food Pantry. This money was raised from the officers participating in "No Shave November."

Chaplain Daniel Beard has been asked to attend the council meeting in order to receive the donation.

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

**October 27 2022
6:00 pm**

The East Ridge City Council met pursuant to notice on October 27, 2022, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Rev. Danny Lance, Truelife Church, gave the invocation. All joined in the Pledge of Allegiance to the Flag.

Present: Mayor Williams, Vice Mayor Chauncey, Councilmember Cagle, Councilmember Helton, Councilmember Witt, City Manager Dorsey, City Attorney Litchford, and City Recorder Middleton

Attendance: 16

Approval of Minutes October 13, 2022 Council Meeting – Vice Mayor Chauncey made a motion, seconded by Councilmember Witt, to approve the minutes. The vote was unanimous. Motion approved.

Communication from Citizens: None

Communication from Councilmembers:

Councilmember Witt announced the Optimist Club will hold its annual barbecue on Saturday, October 29th at City Hall from 11 am – 2 pm.

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

Councilmember Cagle thanked Parks and Recreation Director Skiles for a job well done on the Fall Festival.

Mayor Williams discussed the following:

- Mayor Williams thanked Mountain View Chevrolet for the sponsorship donation they made to Parks and Recreation at the end of September in the amount of \$1,500.
- He thanked everyone in the Parks and Recreation Department for the success of the Fall Festival. There were 134 vendors.
- Chief Uselton came forward to discuss the National Night Out. He stated there was a good turnout, plus he appreciated help from other departments such as Fire, Library, Animal Shelter, etc.
- The Mayor stated the drive through trick or treat event at the Library today was a great success. He thanked the Library for all they do.
- October 29th – The Optimist Club will hold its annual barbecue at City Hall. He also announced the prices for the food.

- The community center will hold a Fall Ball Event for ages 55 plus. This is a celebration for seniors for the fall season with live music.
- November 3rd - The East Ridge Council of the Chattanooga Chamber of Commerce will hold a chili cook off. Contact Deanne Dawes at 423-364-8251 for more information.
- November 4th - The 13th annual Guns and Hoses boxing event will be held at Camp Jordan, benefitting YCAP Boxing Club and the Forgotten Child Fund.
- November 19th – The East Ridge Christmas Parade will take place beginning at 6:30 pm. Contact Parks and Recreation Director Skiles before the deadline of November 4th if you want to participate.

Communication from City Manager:

- Mr. Dorsey thanked the library for the drive thru trick or treat event.
- He thanked Director Skiles and her department for all the hard work they did on the fall festival. He also thanked the Library for their face-painting booth.
- National Night Out was a great event.
- Chief Uselton stated that on Saturday, October 29th, there will be a drug take-back event at Walgreens at Ringgold Road and McBrien Road from 10 am – 2 pm.
- The Chief also stated there will be a Fill-a-Cruiser event to benefit the East Ridge Food Pantry on November 12th from 9 am – 1 pm, tentatively to be held at the Speedway convenience store.
- Multi modal project – We are working on curbs, sidewalks, and stormwater, but have had some issues with the WWTA laterals. We will have a good portion done before the Christmas parade and should have the lane open.
- N. Mack Smith – We are in the right-of-way acquisition phase.
- The tent lottery for the upcoming election will be November 1st at noon in the Council chambers.
- The leaf truck vacuum should be here tomorrow. We will begin on the west end the second week of November.
- Chief Building Official Michael Howell is leaving the City to go to work at Whitfield County. Mr. Dorsey wished him well and thanked him for everything he has done for the City and especially the help he has given him.
- Mayor Williams thanked Mr. Howell for his service and dedication to the City. He wished him the best.

Old Business:

ORDINANCE NO. 1174 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, ABANDONING A STREET RIGHT-OF-WAY LOCATED IN THE 9000 BLOCK OF PECK DRIVE, TAX MAP NOS. 169C-C-001.01 AND 004 AS DETAILED ON THE ATTACHED MAP (2nd and final reading) - City Attorney Litchford read on caption. Chief Building Official Howell stated the request is for the hospital to maintain private use of the drive as an ambulance drop-off and assure no future development. Vice Mayor Chauncey made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1174 on second and final reading. The vote was unanimous. Motion approved.

ORDINANCE NO. 1175 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE FISCAL YEAR 2023 OPERATING BUDGET, ORDINANCE NO. 1155, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (2nd and final reading) - City Attorney Litchford read on caption. Councilmember Witt made a motion, seconded by Vice Mayor Chauncey, to approve Ordinance No. 1175 on second and final reading. The vote was unanimous. Motion approved.

New Business:

ORDINANCE NO. 1176 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 9 FRANKLIN PLACE, TAX MAP #156M-A-004, FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (1st reading) - City Attorney Litchford read on caption. Chief Building Official Howell stated that due to time constraints for advertising, the public hearing will be on the second reading. Mr. Howell considers this spot zoning because it is surrounded by R-1 residential. Vice Mayor Chauncey asked how the Planning Commission voted on this item. Mr. Howell stated the commission denied the request. Vice Mayor Chauncey made a motion, seconded by Councilmember Cagle, to deny Ordinance No. 1176. The vote was unanimous. Motion approved.

RESOLUTION NO. 3322 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING BIDS FOR THE PURCHASE OF SOCCER UNIFORMS FOR THE 2022 - 2023 INDOOR SOCCER SEASON - City Attorney Litchford read on caption. Director Skiles stated we received two bids, one from Oak and Twine Screen Printing and one from Yogi's Primo Promo, as shown on the attached bid tab. Staff recommends Oak and Twine Screen Printing. Councilmember Witt made a motion, seconded by Vice Mayor Chauncey, to approve Resolution No. 3322. The vote was unanimous. Motion approved.

RESOLUTION NO. 3323 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER TO RENEW AN AGREEMENT WITH RETAIL STRATEGIES FOR MARKET ANALYSIS, STRATEGIC PLANNING AND RETAIL RECRUITMENT - City Attorney Litchford read on caption. City Manager Dorsey asked that this item be pulled from the agenda. After looking at the proposal, he wants to reevaluate the contract. Vice Mayor Chauncey made a motion, seconded by Councilmember Cagle, to remove this item from the agenda. The vote was unanimous. Motion approved.

PUBLIC HEARING FOR RESOLUTION NO. 3324 - City Attorney Litchford read on caption. Mayor Williams opened the public hearing. Chief Building Official Howell stated the landscape ordinance requires a 20-foot buffer between properties. This would reduce the buffer to 14.5 feet. A similar variance was done in 2016 for the Hampton Inn. Joseph Park with March Adams, 310 Dodds Avenue, stated the reason for the variance is because of a flood plain hardship, making it impossible to develop the entire property. No one else came forward in favor of or in opposition to the resolution. Mayor Williams closed the public hearing.

RESOLUTION NO. 3324 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE A VARIANCE TO THE CITY’S LANDSCAPE ORDINANCE NO. 870 FOR PROPERTY LOCATED AT 495 CAMP JORDAN PARKWAY, TAX MAP #170I-A-037.09 - City Attorney Litchford read on caption. Councilmember Witt made a motion, seconded by Councilmember Helton, to approve Resolution No. 3324. The vote was unanimous. Motion approved.

RESOLUTION NO. 3325 – A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE A VARIANCE TO THE CITY’S SIGN ORDINANCE NO. 1028 FOR PROPERTY LOCATED AT 5611 RINGGOLD ROAD, TAX MAP #169K-A-014 - City Attorney Litchford read on caption. Chief Building Official Howell stated the applicant is requesting a variance to add additional height to a proposed monument sign, additional sign face area, and reduce setback requirements. The sign ordinance requires a maximum of nine feet in height for a monument sign. This proposed sign is 25 feet, 16 feet over the allowable height. The owner would also remove all the on-premise signs except for the Los Potros sign. Vice Mayor Chauncey made a motion, seconded by Councilmember Helton, to approve Resolution No. 3325. Councilmember Witt stated she is not happy with the height of this sign and suggested Council look at the sign ordinance again regarding multiple tenants. Mr. Howell suggested that the size of the sign could be based on the square footage of the building. Roll call vote: Vice Mayor Chauncey - yes; Councilmember Cagle - yes; Councilmember Helton - yes; Councilmember Witt - no; Mayor Williams - yes. Motion approved.

Discussion of Tentative Agenda Items for the November 10, 2022 Council Meeting

Old Business:

- A. **ORDINANCE NO. 1176 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 9 FRANKLIN PLACE, TAX MAP #156M-A-004, FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (2nd and final reading)** – This item will come off the agenda since it was denied on first reading.

New Business:

- A. **RESOLUTION NO. ____ - Appointment to Beer Board – Councilmember Helton** – No discussion
- B. **RESOLUTION NO. ____ - Appointment of Beer Board Chairperson – Mayor Williams** – No discussion

Finance Director Qualls would like to add the Salary Supplement for Fire and Police to the next agenda.

Being no further business, the meeting was adjourned.



City of East Ridge

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

Office of the City Recorder

RESOLUTION NO. 3326

AGENDA MEMO

TO: Mayor and City Council
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: BEER BOARD APPOINTMENT

DATE: November 2, 2022

The following Beer Board term will expire on November 26, 2022. The term for the new appointee will be November 27, 2022 – November 26, 2025.

MEMBER:	APPOINTED BY:	CURRENT TERM:
Carnell Storie	Councilmember Helton	11/27/19 – 11/26/22

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3326

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, TO APPROVE
THE APPOINTMENT OF _____ BY
COUNCILMEMBER HELTON TO THE EAST RIDGE
BEER BOARD**

WHEREAS, the East Ridge Beer Board fulfills an important role with regard to the regulation of licensing, sale, storage for sale, distribution for sale, and manufacturing of beer within the City; and

WHEREAS, the City Council appoints certain of its citizens to the City of East Ridge Beer Board in accordance with City Code Chapter 2, Section 8-201; and

WHEREAS, the term for Boardmember Storie is set to expire on November 26, 2022.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee hereby approves the appointment of _____ by Councilmember Helton to the East Ridge Beer Board for the term of November 27, 2022 – November 26, 2025.

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

Adopted this _____ day of _____ 2022.

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



City of East Ridge

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Office of the City Recorder

RESOLUTION NO. 3327

AGENDA MEMORANDUM

TO: Mayor and City Council
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: APPOINTMENT OF BEER BOARD CHAIRPERSON

DATE: October 25, 2022

Pursuant to Title 8, Chapter 2, Section 201 of the City Code, the Mayor has the prerogative of naming the Chairperson of the Beer Board each November. The current Chairperson is Roy Keown.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3327

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, TO
MEMORIALIZE THE MAYOR'S APPOINTMENT OF
_____ AS CHAIRPERSON OF THE
BEER BOARD**

WHEREAS, the East Ridge Beer Board fulfills an important role with regard to the regulation of licensing, sale, storage for sale, distribution for sale, and manufacturing of beer within the City; and

WHEREAS; it is the prerogative of the Mayor to appoint a Chairperson to the East Ridge Beer Board each November; and

WHEREAS, the Mayor wishes to appoint _____ as Chairperson of the East Ridge Beer Board.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee hereby memorializes the Mayor's appointment of _____ as Chairperson of the East Ridge Beer Board.

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

Adopted this _____ day of _____ 2022.

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



City of East Ridge

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East Ridge, Tennessee 37412
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Mike Williams
Fire Chief

RESOLUTION NO. 3328

To: Mayor and Councilmembers
From: Mike Williams
Date: October 27, 2022
Reference: Advancement of State Salary Supplement
CC: Chris Dorsey, Diane Qualls, Janet Middleton

I am requesting that the Council and Mayor approve the advancement of the State Salary Supplement for all certified career firefighters as in years past. This supplement will be refunded to the City in or around June of 2023.

The amount is for 25 career certified firefighters at \$800.00 each and a total amount of \$20,000.00

Respectfully,

Mike Williams

Below is a list of each certified member who receives this state salary supplement after completing the required in service hours.

Albright, Randy	Albright, Jaxon
Backer, Jacob	Bernard, Daniel
Bowen, Eric	Burkhart, James
Chaigne, Alex	Clark, Brandon
Cope, Chris	Crawford, Ronnie
Crawley, Robert	Custer, Kory
Dean, Bryan	Duncan, Jeff
Ezell, Tyler	Finch, Thomas
Flynn, Mike Jr.	Flynn, Mike Sr.
Gleaves, Zane	Henson, Kent
Peters, Chris	Quintrell, Billy
Smith, Aaron	Williams, Joshua
Williams, Michael	

RESOLUTION NO. 3328

BRIAN WILLIAMS
Mayor

JACKY CAGLE
Councilmember

ANDREA WITT
Councilmember



MIKE CHAUNCEY
Vice Mayor

ESTHER HELTON
Councilmember

CHRIS DORSEY
City Manager

City of East Ridge

*1517 Tombras Avenue
East Ridge, Tennessee 37412
(423) 867-7711*

AGENDA MEMORANDUM

TO: Mayor and City Council - City Manager

FROM: Police Chief Clint Uselton

SUBJECT: In-Service Salary Supplement

DATE: November 10, 2022

With the completion of the 2022 In-Service, 39 police officers will be eligible for the salary supplement as authorized by the State of Tennessee.

The POST Commission Office has advised us the salary supplement is \$800 per officer, which equals a total of \$31,200 for the East Ridge Police Department.

RESOLUTION NO. 3328

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING
THE ADVANCEMENT OF STATE SALARY
SUPPLEMENT PAYMENTS FOR ELIGIBLE
FIREFIGHTERS AND POLICE OFFICERS**

WHEREAS, the State of Tennessee Commission on Firefighting and the Police Officer Standards Commission authorize the payment of salary supplements to firefighters and police officers for completing approved annual in-service training; and

WHEREAS, the State Firefighting and Police Commissions have determined that the salary supplement for each eligible firefighter and police officer shall be \$800 for 2022; and

WHEREAS, the East Ridge City Council historically advances the salary supplement payments to firefighters and police officers before Christmas and the City is thereafter reimbursed by the Firefighting and Police Commissions; and

WHEREAS, the City has twenty-five (25) eligible firefighters for a total supplement of \$20,000, and

WHEREAS, the City has thirty-nine (39) eligible police officers for a total supplement of \$31,200, and

WHEREAS, the total salary supplement for eligible firefighters and police officers is \$51,200.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager is authorized to advance \$800 in salary supplement payments to each eligible firefighter and police officer for the total amount of \$51,200, and the City will thereafter be reimbursed by the State of Tennessee.

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

Adopted on this the _____ day of _____ 2022.

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



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Office of the City Recorder

AGENDA MEMORANDUM

TO: Mayor and City Council
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: LIBRARY BOARD APPOINTMENTS (3)

DATE: November 7, 2022

The Library Board consists of seven members. The Mayor and each Councilmember appoint one member to the Board, to be approved by the Council. The two remaining positions are appointed and approved by the entire Council. Dianna Mansfield and John Britt have served two terms and are not eligible to serve another consecutive term.

The following terms are set to expire on December 30, 2022.

Name	Appointed by:	Current Term:
Dianna Mansfield	Councilmember Cagle	12/31/19 – 12/30/22
Carolyn Tucker	Councilmember Witt	12/31/19 – 12/30/22
John Britt	Appointed by Council	12/31/19 – 12/30/22

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

BRIAN WILLIAMS
Mayor

JACKY CAGLE
Councilmember

ANDREA WITT
Councilmember



MIKE CHAUNCEY
Vice Mayor

ESTHER HELTON
Councilmember

CHRIS DORSEY
City Manager

City of East Ridge

*1517 Tombras Avenue
East Ridge, Tennessee 37412
(423) 867~7711*

MEMORANDUM

TO: City Council

FROM: Mark Litchford

DATE: November 14, 2022

RE: Development Agreement – Darsh Hospitality, LLC

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

- 6674 Ringgold Road, East Ridge, Tennessee 37412
- tax map number: 170I-C-002.02

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

RESOLUTION NO. _____

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

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

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

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

WHEREAS, Darsh Hospitality, LLC (“Developer”) owns property at 6674 Ringgold Road, East Ridge, Tennessee, tax map number 170I-C-002.02 (the “Property”), and intends to undertake an economic development project within the meaning of the Border Region Act (collectively the “Project”) to accompany the Extraordinary Retail Facility as defined by the Border Region Retail Tourism Development District Act, codified as Tenn. Code Ann. §§ 7-40-101 *et seq.* (“Border Region Act”), such economic development projects expected to be a newly opened and operated Baymont Hotel; and

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

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

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

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

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

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

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

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

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

1. It is hereby found and determined that the assistance by the City and the Board with the Project will promote the economy and development in the State of Tennessee and City and the welfare of the citizens thereof.
2. The Development Agreement Relating to Border Region Retail Tourism Development District is hereby approved for the benefit of Developer with said funding to be derived and paid in accordance with the Border Region Tourism Development District Act, pursuant to the terms of the Development Agreement entered into by and between the East Ridge Industrial Development Board and Developer.
3. The Mayor and City Manager are hereby approved and authorized to take all actions necessary to implement this resolution.
4. The officers of the Board are hereby authorized and directed to execute, deliver and file such other certificates and instruments and to take all such further action as they may consider necessary or desirable in connection with the consummation of the transactions described above and the performance of the Agreement, including, without limitation, taking all actions as are necessary or appropriate to file and to assist the City in filing annual cost certifications with the State of Tennessee Department of Revenue and to receive all state sales and use taxes to which the City or the IDB is entitled under the Border Region Act.
5. The officers of the Board are hereby authorized to sign any and all documents necessary to administer all funds allocated to the Board under the Border Region Act, including establishing such accounts as such officers deem appropriate to hold funds allocated to the Board, in accordance with this Resolution.

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

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

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

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

Adopted this _____ day of _____ 2022

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE I
INCORPORATION OF RECITALS AND FINDINGS OF IDB**

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

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

**ARTICLE II
REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

(e) No Default. The Developer is not in default under or in violation of, and the execution, delivery and compliance by the Developer with the terms and conditions of this Agreement will not conflict with or constitute or result in a default under or violation of (i) any material agreement or other instrument to which the Developer is a party or by which it is bound, or (ii) any constitutional or statutory

provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Developer or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

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

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

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

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

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

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

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

ARTICLE III UNDERTAKING DEVELOPMENT AND FINANCIAL INCENTIVES

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

months following the date of this Agreement with an anticipated completion date of 18 months following the date of this Agreement.

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

Section 3.03. Financial Assistance to Developer.

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

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

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

Project State Tax Revenues shared between Developer and the City	
Developer Share 65%	City Share 35%

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

costs identified by the Developer relating to the development of the Project and/or the Project Property that are eligible to be reimbursed under the Border Region Act.

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

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

Section 3.05. Identification of Applicable State Sales and Use Tax Revenues from Project Property and Incremental Tax Revenues. The Developer and the IDB will cooperate fully in identifying no

later than thirty (30) days after each June 30 the amount of sales on the Project Property that are subject to state sales or use tax and that produced Allocated State Tax Revenues for the annual period ending on such June 30. In the event such sales data is not publicly available, the parties will use their best efforts to estimate the amount of such sales.

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

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

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

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

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

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

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

term of this Agreement, to pay all taxes levied against the Project Property on or before the date that such taxes would be delinquent.

ARTICLE IV EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

(f) Developer enters into, without first obtaining written approval by the City and IDB, an agreement relative to the Project Property or the Project with any other entity or individual, directly or indirectly, (including or such other entity's officers, owners, directors, agents affiliates, or associates), that has previously negotiated a Border Region development agreement with the IDB and/or City, if such

agreement would impact the City or the IDB's entitlement to Project State Tax Revenues as provided under Section 3.03 of this Agreement, or under the Border Regain Act .

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

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

ARTICLE V MISCELLANEOUS

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

Section 5.02. Indemnity. The Developer shall indemnify the IDB and the City and their successors and assigns, and every director, officer, employee, counsel and agent of the IDB (individually, an "Indemnitee") with respect to, and hold each Indemnitee harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel for any Indemnitee in connection with any investigative, administrative or judicial proceeding,

whether or not such Indemnitee shall be designated a party thereto) which may be imposed on, incurred by, or asserted against such Indemnitee, in any way relating to or arising out of this Agreement (other than as a result of a breach hereof by the IDB), or the development of the Project or the submission of any certificate or report to the State by the IDB or the City in reliance on information provided by the Developer ("Indemnification Liabilities"). The Developer shall reimburse each Indemnitee on demand from time to time for all Indemnification Liabilities incurred by such Indemnitee. Each Indemnitee will promptly notify the Developer of the commencement of any proceeding involving it in respect of which indemnification may be sought pursuant to this Section. The obligations of the Developer under this Section 5.02 shall survive the termination of this Agreement.

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

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

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

If to the Developer to:

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

If to the IDB to:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.17. Approvals by IDB. Any actions in furtherance of the IDB's approval or performance of this Agreement may be carried out by a duly authorized representative of the IDB and does not require the signature(s) of the entire board of directors of the IDB, unless specifically provided otherwise herein or by the IDB's bylaws or by applicable law.

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

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

[Signature pages to follow]

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

**THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF EAST RIDGE, TENNESSEE**

A Tennessee Public Nonprofit Corporation

By: _____
Title: Chairman

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

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

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

Notary Public
My Commission Expires: _____

DARSH HOSPITALITY, LLC

By: _____
Print Name: _____
Title: _____

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared _____, to me known to be the President of Darsh Hospitality, LLC or properly represented to be upon submission of sufficient identification, and acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District as his free act and deed for the purposes therein expressed, on behalf of Darsh Hospitality, LLC.

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

Notary Public
My Commission Expires: _____

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

THE CITY OF EAST RIDGE, TENNESSEE
A Tennessee Municipality

By: _____
Title: Mayor

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

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

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

Notary Public

My Commission Expires: _____