

RESOLUTION NO. 31703

A RESOLUTION RESCINDING RESOLUTION NO. 31559 AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A LEASE WITH THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA, IN SUBSTANTIALLY THE FORM ATTACHED, FOR THE DESIGN AND CONSTRUCTION OF THE CITY'S PROPOSED WET WEATHER EQUALIZATION STATIONS, TO BE LOCATED AT 220 CORNELISON ROAD, IDENTIFIED AS A PORTION OF TAX MAP NO. 157M-A-009.03; AND 7148 LEE HIGHWAY, IDENTIFIED AS TAX MAP NOS. 139P-C-008.01 AND 138M-C-002.01, FOR A TERM OF SIX (6) YEARS, FOR AN ANNUAL AMOUNT OF ONE DOLLAR (\$1.00), SUBJECT TO FINAL CLOSING, AND AUTHORIZING THE LEASE OF THE WET WEATHER STATION AT 6000 CORNELISON ROAD, IDENTIFIED AS TAX MAP NO. 169D-A-001.02, UPON ITS CONVEYANCE TO THE CITY OF CHATTANOOGA.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby rescinding Resolution No. 31559 and authorizing the Mayor or his designee to enter into a lease with the Industrial Development Board of the City of Chattanooga, in substantially the form attached, for the design and construction of the City's proposed wet weather equalization stations, to be located at 220 Cornelison Road, identified as a portion of Tax Map No. 157M-A-009.03; and 7148 Lee Highway, identified as Tax Map Nos. 139P-C-008.01 and 138M-C-002.01, for a term of six (6) years, for an annual amount of one dollar (\$1.00), subject to final closing, and authorizing the lease of the wet weather station at 6000 Cornelison Road, identified as Tax Map No. 169D-A-001.02, upon its conveyance to the City of Chattanooga.

ADOPTED: July 18, 2023

/mem

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made this _____ day of _____, 2023, but is effective for all purposes as of the _____ day of _____, 2023 (the "Effective Date") by and between City of Chattanooga, ("Lessor") and the Industrial Development Board of the City of Chattanooga, Tennessee, a Tennessee public corporation ("Lessee").

RECITALS

WHEREAS, LESSOR desires to allow the LESSEE to acquire, by lease, or otherwise, certain property referenced in the Memorandum of Understanding by and between the City of Chattanooga, through its Wastewater Department, City of Chattanooga, Tennessee, (the "City") and the Industrial Development Board for the City of Chattanooga, Tennessee (the "IDB" and/or "Development Authority") (the City and the Development Authority, collectively, the "Parties") dated April 4, 2022 for the design and construction of the City's proposed wet weather equalization stations (the "Facilities") are located at two (2) project sites which reside on four (4) parcels (two (2) parcels per site) in Chattanooga, Tennessee (the "Project Sites"):

- West Chickamauga (Hwy I-75, Chattanooga, TN, 37411)
- South Lee Hwy (7148 Lee Hwy, Chattanooga, TN, 37421); and

WHEREAS, this Lease Agreement supersedes and takes precedence over the Memorandum of Understanding by and between the Parties, dated April 4, 2022 for items which may conflict; and

WHEREAS, the Project will be awarded through the Lessee as a Development Authority under this lease agreement and the City will provide a grant of funds pursuant to T.C.A. § 6-54-118 for the project by a mix of sources that may include loans from the EPA Water Infrastructure Finance and Innovation Act of 2014 (WIFIA) the Tennessee Department of Environment and Conservation (TDEC) State Revolving Fund (SRF) and cash; and

WHEREAS, the Project will be delivered by the Lessee under this Lease Agreement as a Development Authority under the Progressive Design-Build method. The Lessee will be the Industrial Development Board for the City of Chattanooga, Tennessee, as described in Tennessee Code Annotated authority described in Tennessee Code Annotated § 12-10-124, as a public corporation, to engage in a request-for-proposal process or other public process for the construction of this project; and

WHEREAS, the Lessor authorizes the Lessee and a professional consultant hired by the City as its agent to manage and execute the e2i2 project on its behalf; and

WHEREAS, the Lessor has agreed to lease to the Lessee during construction of this project and Lessee agrees to return all property so leased to it to Lessor following the

completion of all property to the City after the completion of this project for a specified time period and on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee, proposed wet weather equalization stations (the "Facilities") are located at four parcels in Chattanooga, Tennessee (the "Project Sites"):

- West Chickamauga (Hwy I-75, Chattanooga, TN, 37411)
- South Lee Hwy (7148 Lee Hwy, Chattanooga, TN, 37421);,

as more particularly described on **Exhibit A** attached hereto and made a part hereof ("the Space"). Lessee shall be entitled to the permitted use of the Space during the term of this Lease Agreement to improve, maintain, equip and furnish this wet weather equalization station and facilities, including all real and personal properties in connection with these projects as authorized under Tennessee law.

Leased Premises are subject to the following:

Existing zoning, existing lease agreements for cellular utilities or otherwise, all existing utility easements, rights-of-way easements and drainage easements thereon.

Restrictions on said property, whether contained in prior title or otherwise, are not lifted or removed by this agreement.

Lessee is responsible to maintain access at all times in accordance with all existing lease agreements on subject properties including but not limited to the following:

Crown Castle GT Company, LLC recorded in Deed Book GI 10083, Page 609

Signal One Corporation recorded in Deed Book 10366, Page 170

2. TERM. The term of this Agreement is for six (6) years, which includes the entire period of the design and construction of the facilities located at the four parcels in Chattanooga, Tennessee which are the two (2) project sites set forth in Paragraph 1 above. Upon the completion of construction of each project site the Lessee as the Development Authority shall transfer all constructed infrastructure and property to the Wastewater Department of the City of Chattanooga. In addition, either party

may terminate this Agreement without cause upon sixty (60) days written notice to the other party.

3. REMEDY. In the event of the expiration or early termination (for any reason) of this Agreement, Lessor shall have the right to re-enter and repossess the Space, with or without legal action.
4. BUSINESS CONDUCTED IN THE SPACE; PERMITTED USE. Lessee and its agents or consultants under this Lease Agreement shall conduct themselves in a manner consistent with the recognized standards of the profession and with all applicable ethical guidelines, policies and procedures and federal, state and local laws and regulations. Lessee shall use the Leased Premises for the sole purpose of the completion of the design build components of the e2i2 project as set forth in Paragraph 5 of this Lease Agreement.
5. OBLIGATIONS OF LESSEE.
 - 5.1 RESPONSIBILITIES. Lessee shall provide its Services in compliance with federal, state and local laws and regulations, as well as comply with all the policies established by Lessor on the Lease Premises including the following:
 - (a) Planning and preliminary engineering of the e2i2 Project;
 - (b) Development of a request for proposals, receive and review the submitted proposals, and development a selection committee for the procurement of the design-builder;
 - (c) Development of the design-build agreement for the Project. The design-build agreement will be developed to implement the project in accordance with Exhibit B – Progressive Design-Build Process.
 - (d) Submission of resolutions to the IDB or City for authorization of payments during construction;
 - (e) City and IDB’s agent shall be responsible to submit monthly status reports to the IDB concerning the Project;
 - (f) City and IDB’s agent shall be responsible to submit applications for project funding and coordination with the financing agencies;
 - (g) City and IDB’s agent shall be responsible for management of the selected Design-Builder including schedule management, progress reporting, workshop attendance, budget management, and approvals of invoices;

- (h) The Project shall continue to be leased by the IDB during the design and construction completion of each project site; and the Project shall comply with all federal, state, and local requirements before it is returned to the Lessor at the end of this Lease after construction is completed.
- (i) Upon termination of this Agreement, at the expiration of the term hereof, or an extension thereof, Lessee shall surrender the Lease Premises to Lessor in its improved condition following construction of all site improvements. Lessee covenants to Lessor that it shall vacate the Lease Premises on or before thirty-one (31) days following the expiration of the term hereof or any extension thereof or earlier termination of this Agreement, including the removal of all personnel and personal property.

5.2 CONTACT. Lessee shall report to Lessor any administrative problems or concerns arising in or related to the Lease Premises during design or construction as soon as practicable to the Chief Financial Officer for the City, who shall be the designated contact person for such problems or concerns. Notice shall be given at the address set forth in Section 12.

6. RENT. In consideration for the use of the Lease Premises during the design and construction of all facilities, Lessee shall pay Lessor rent in the amount of One Dollar (\$1) per year. The rent shall be due on the Effective Date of this Agreement and thereafter on the first day of each succeeding year (with rentals for portions of a month, if any, being prorated). Any changes in the rent shall be set in advance and specified in writing prior to each Renewal Term by addendum to this Agreement.

7. RELATIONSHIP OF PARTIES.

7.1 STATUS AS AN INDEPENDENT CONTRACTOR. Lessee and Lessor are independent parties. Both parties (and their respective employees and agents) at all times will act as independent contractors and not as partners, agents, shareholders, members or employees' of each other. Neither party shall hold itself out to third parties as a partner, employee, shareholder, member or agent of or joint venturer with the other party in the leasing of space and equipment or in the provision of patient services under this Agreement. Each party shall have the exclusive responsibility for the payment of all sales and use taxes, business taxes, payroll (employment) taxes, or income taxes in the Lessor's Premises, including the Space.

- 7.2 COMPLIANCE WITH LAWS. Lessee shall act at all times in compliance with all federal, state and local laws. It shall be deemed a material breach of this Agreement if Lessee shall fail to observe this requirement, and, in such event, Lessor may terminate this Agreement immediately.
- (a) Lessee covenants to comply with all state, county, and city laws and ordinances, including those regarding nuisances insofar as the Leased Premises are concerned, and that the Lessee will not by any act of its agents or officers render the Lessor liable therefor. Further, Lessee covenants to comply with all federal, county, and city laws and ordinances in regard to discrimination due to handicap, age, race, color, religion, sex, national origin, or any other classification protected by said laws.
 - (b) The parties expressly agree that nothing contained in this Agreement shall require either party to refer patients to the other party. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither party will intentionally conduct itself in such a manner as to violate the applicable federal or state fraud and abuse or self-referral laws.
- 7.3 INCURRING FINANCIAL OBLIGATIONS. Lessee shall be responsible for all personal and professional expenses of its own employees or agents, including but not limited to, professional liability insurance premiums, personal and professional expenses, membership fees, dues, and expenses involved in attending conventions and meetings.
8. PROHIBITION ON ASSIGNMENT BY LESSEE. The benefits conferred under this Agreement may not be assigned by Lessee without the express written consent of Lessor.
9. CHANGES IN LAW. In the event that either party (i) due to its involvement in activities relating to this Agreement, becomes the subject of governmental regulatory action, the purpose of which is to enforce federal or state fraud and abuse or self-referral laws, or (ii) becomes aware of (a) a new written interpretation released by a governmental regulatory body involving federal or state fraud and abuse or self-referral laws, or (b) a material change in the regulatory atmosphere surrounding the exchange of compensation between health care providers as described in this Agreement, as evidenced by written commentary, written guidance, advisory opinions, fraud alerts, or any other written communications issued by a governmental regulatory body, that, in the reasonable opinion of such party's counsel, creates a substantial risk of subjecting such party to governmental regulatory action for violating federal or state fraud and abuse or self-referral laws, then Lessor and Lessee shall use reasonable efforts

to revise this Agreement in a manner that would appropriately reduce or eliminate such substantial risk and if such revision is not agreed to by Lessee and Lessor, then either party may terminate this Agreement upon written notice to the other party.

10. NOTICES

Any notice required or desired to be served by either party hereto upon the other shall be deemed to have been properly given if such notice shall be in writing and either personally delivered, delivered by messenger or overnight courier, transmitted by a telefacsimile device, or sent certified mail, with postage prepaid, and addressed as follows:

City of Chattanooga
Attn: Mark Heinzer, Interim Administrator
Wastewater Department
1250 Market Street
Chattanooga, TN 37402

Industrial Development Board of the City of Chattanooga
Attn: Phillip A. Noblett, Counsel
100 E. 11th Street, Suite 101
Chattanooga, TN 37402

Unless otherwise provided herein, the date which is five (5) days after the date of mailing, or the date of written confirmation of transmission if sent by facsimile, or the date of delivery if sent by messenger or overnight courier shall be deemed to be the date on which such notice was given. Either party may change its address for purposes of this Agreement by providing written notice to the other.

11. MISCELLANEOUS.

11.1 TRADEMARKS AND TRADE NAMES. Nothing in this Agreement shall give either party the right to use the name, symbols, trademarks, trade names, service marks, or copyrights of the other party. Any permitted use shall terminate upon the termination of such consent or termination of this Agreement, whichever first occurs.

- 11.2 NO THIRD PARTY RIGHTS. This Agreement has been made and is made solely for the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and permitted assigns. Nothing in this Agreement is intended, to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.
- 11.3 FORCE MAJEURE. Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement (excluding Lessee's payment obligations hereunder) or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. Such contingencies for the purposes of this Agreement shall be acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, strikes or other labor disturbances, and compliance with any law, order or control of, or insistence by any governmental or military authority. The party claiming to be affected by such contingency shall give immediate notice to the other party, giving full particulars thereof, and all such contingencies shall, as far as is reasonably possible, be remedied with all reasonable efforts and dispatch. The existence of such contingencies shall justify the suspension of performance hereunder by either party and shall extend the time for such performance for a period equal to the period of delay; provided, however, that if such period of delay shall exceed sixty (60) days from the date of such notice, either party shall have the right to terminate this Agreement.
- 11.4 NO WAIVER. Any waiver by the parties of any default or breach of any of one or more of the terms, conditions, or covenants of this Agreement shall be in writing and shall not be construed to be a waiver of any subsequent or other breach or default of the same or of any other term, condition, or covenant of this Agreement. No delay, failure, or omission of Lessor to re-enter the Space, to insist on strict enforcement of any term, covenant or condition, or to exercise any right, privilege or option arising from any breach or default shall impair any such right, privilege or option or be construed as a waiver or acquiescence in such breach of default.

- 11.5 SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions, which shall remain in full force and effect.
- 11.6 TITLES AND CAPTIONS. All section or subsection headings used herein are for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.
- 11.7 GOVERNING LAW. This Agreement shall be governed by and construed according to the laws of the State of Tennessee.
- 11.8 SURVIVAL. Any provisions of this Agreement extending beyond the term hereof shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.
- 11.9 AMENDMENTS. This Agreement may not be changed orally, but only by an amendment to this Agreement in writing and signed by both Lessor and Lessee.
- 11.10 ENTIRE AGREEMENT. This Agreement, together with its Exhibits attached hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, warranty or representation other than as expressly stated in this Agreement. This Agreement represents all of the premises and equipment leased between the parties for the term of this Agreement.
- 11.12 AUTHORIZATION FOR AGREEMENT. The execution and performance of this Agreement by both parties have been duly authorized by all necessary and applicable laws, resolutions, and partnership action, and this constitutes valid and enforceable obligations of both parties in accordance with its terms.

[Signature Page Attached]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives.

Lessor:

City of Chattanooga

By: _____

Name: _____

Title: _____

LESSEE:

Industrial Development Board of the City of Chattanooga

By: _____

Name: _____

Title: _____

EXHIBIT A

Lease Premises Description

Site #1 - West Chickamauga EQ Station

Parcel #1 (6000 Cornelison Road, Chattanooga, TN, 37411)



LAND DESCRIPTION

TAX PARCEL 169D A 001.02

Property of Hamilton County Wastewater Treatment Authority

Ref: Deed Book 13105, Page 421, Register's Office, Hamilton County, Tennessee

A tract or parcel of land located in Hamilton County, Tennessee and being Lot 1 as shown on Revised Plat Lots 1 & 2, HCWWTA on I-75 Subdivision Plat, recorded in P3 124, Page 183, Instrument No. 2022081100165, in the Register's Office of Hamilton County, Tennessee, and being more particularly described as follows:

A parcel of land situated in Hamilton County, Tennessee being a part of Deed Book 10366, page 170 of the Register's Office Hamilton County (R.O.H.C.). To find the true point of beginning begin at the remote point of beginning which is the South right of way of U. S. Interstate 75 and the West boundary of Chickamauga Creek; thence with and along the West boundary of said creek 91.3 feet more or less to a point; said line is subtended by a chord South 27 degrees 43 minutes 13 seconds East 91.17 feet; thence leaving said boundary and with a series of bearings and distances as follows: South 37 degrees 32 minutes 18 seconds West 720.63 feet to a point, South 70 degrees 36 minutes 54 seconds

West 830.77 feet to a point, North 59 degrees 06 minutes 20 seconds West 499.14 feet to a point in the South right of way of U. S. Interstate 75; thence leaving said lines and with and /along the South right of way of said Interstate with a series of bearings and distances as follows: North 64 degrees 43 minutes 21 seconds East 371.13 feet to the point of curve and marked by a concrete monument found, with a curve measured to the right an arc distance of 603.07 feet to a point of compound curve marked by a concrete monument found, said curve has a radius of 11,339.16 feet a tangent of 301.60 feet and is subtended by a chord North 66 degrees 13 minutes 06 seconds East 603.00 feet with a curve measured to the right an arc distance of 616.93 feet to the point of tangent, said curve has a radius of 11,339.16 feet a tangent of 308.54 feet and is subtended by a chord North 69 degrees 18 minutes 02 seconds East 616.86 feet, North 70 degrees 12 minutes 14 seconds East 153.29 feet to the point of beginning.

LESS AND EXCEPT Lot 2 as shown on Revised Plat Lots 1 & 2, HCWWTA on I-75 Subdivision Plat, recorded in P3 124, Page 183, Instrument No. 2022081100165, in the Register's Office of Hamilton County, Tennessee, and being more particularly described as follows:

A parcel commencing at an iron pin; beginning South 66 degrees 14 minutes 20 seconds East a distance 818.33 feet from the termination of Cornelison Road at Tennessee State Plane Coordinates (N 245797.9841, E 2206706.4819), said iron pin being the Southwest corner of the tract herein described and also the POINT OF BEGINNING;

Thence North 00 degrees 00 minutes 00 seconds East a distance of 150 feet to an iron pin;

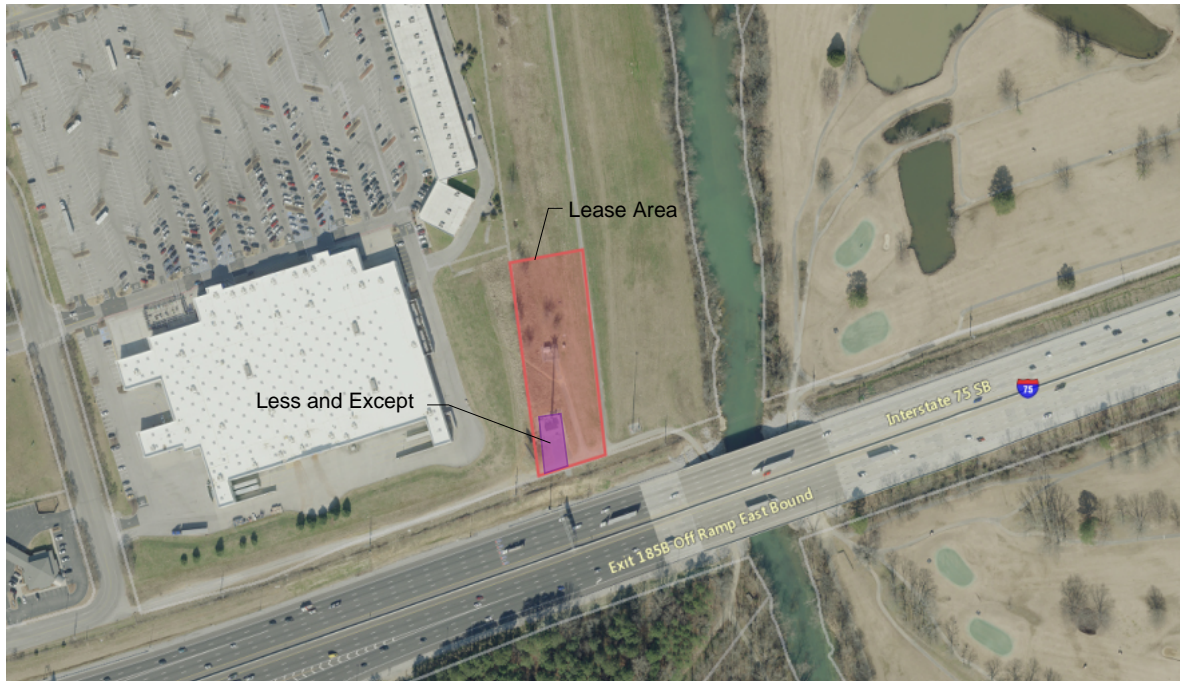
Thence South 90 degrees 00 minutes 00 seconds East a distance of 150.00 feet to an iron pin;

Thence North 90 degrees 00 minutes 00 seconds West a distance of 150.00 feet to the POINT OF BEGINNING.

Containing 0.52 acres more or less.

The above legal description of property taken from Exhibit 1 to Memorandum of Lease recorded in Deed Book GI 5377 Page 43.

Parcel #2 (220 Cornelison Road, Chattanooga, TN, 37411)



SURVEYOR'S DESCRIPTION

LEASE AREA

A portion of Tax Parcel 157M A 009.03

Land located in the City of Chattanooga, Hamilton County, Tennessee. Being a portion of the Property of the City of Chattanooga, Tennessee, of record in Deed Book 2514, Page 310, Register's Office, Hamilton County, Tennessee, (ROHC), which is a portion of Hamilton County Tax Parcel 157M A 009.03, and being more particularly described as follows, relative to the Tennessee State Plane Coordinate System, North American Datum of 1983 (NAD83):

COMMENCE at a 5/8in Rebar found, which lies in the West Line of aforesaid Property of the City and at the Southeast Corner of "Parcel 2" as recorded in Plat of Bright Par 3 Associates LP, Plat Book 75, Page 102, ROHC, and said Rebar located at Tennessee State Plane Coordinates: North: 246,940.23 feet, East: 2,207,005.39 feet, NAD83;

Thence S 07°40'46" E, along the West Line of aforesaid Property of the City, a distance of 12.23 feet to the POINT OF BEGINNING of the Lease Area described herein, which is located at Tennessee State Plane Coordinates: North: 246,928.11 feet, East: 2,207,007.02 feet, NAD83;

Thence N 78°59'31" E, a distance of 151.00 feet;

Thence S 07°49'36" E, a distance of 455.00 feet to a point on the Northern Right-of-Way Line of State of Tennessee Right-of-Way of Interstate Highway 75, as shown by Tennessee Department of Transportation Plans I-75-1(70)0;

Thence S 70°52'15" W, along said Right-of-Way Line a distance of 155.00 feet to the point said Right-of-Way Line intersects with the West Line of aforesaid Property of the City of Chattanooga;

Thence N 07°40'46" W, along said Line, a distance of 477.00 feet to the POINT OF BEGINNING.

The LEASE AREA described herein contains 1.62 Acres (70,531 Square Feet), more or less.

LESS AND EXCEPT a tract designated within a land lease agreement for wireless utility infrastructure being particularly described as follows:

BEGINNING at a point as the southwest corner of the Lease Area Boundary, said point being located North 13 degrees 58 minutes 00 seconds East a distance of 40.12 feet from the existing iron rod on the line common with the Osborne and City of Chattanooga Property.

Thence, North 18 degrees 29 minutes 35 seconds West a distance of 114.22 feet to an iron rod;

Thence, North 71 degrees 30 minutes 25 seconds East a distance of 75.00 feet to an iron rod;

Thence, South 18 degrees 29 minutes 35 seconds East a distance of 117.55 feet to a point located on the northerly side of a 15 foot ingress/egress easement;

Thence, continuing with said proposed easement South 72 degrees 13 minutes 16 seconds West a distance of 32.59 feet to a point;

Thence, South 75 degrees 27 minutes 38 seconds West a distance of 42.51 feet to the POINT OF BEGINNING.

Containing 0.20 acres or 8730 square feet more or less.

Being part of that property conveyed by deed recorded in Book 2514, Page 310, in the Register's Office, Hamilton County, Tennessee.

The foregoing description was taken from survey drawing No. 9517422S, dated July 25, 1995, made by Tysinger, Hampton & Partners, 3248 Bristol Highway, Johnson City, Tennessee 37605.

Site #2 - South Lee Hwy EO Station

Parcel #3 (7148 Lee Hwy, Chattanooga, TN, 37421)



SURVEYOR'S DESCRIPTION

TAX PARCEL 139P C 008.01

Property of the City of Chattanooga, Tennessee

Land lying in the City of Chattanooga, Tennessee. Being the property the City of Chattanooga, Tennessee, a municipal corporation of the State of Tennessee, of record in Deed Book 11148, Page 73, Register's Office, Hamilton County, Tennessee, (ROHC), and also known as being the "Webster Tract", as shown on Plat of James Webster's Subdivision, recorded in Plat Book 65, Page 52, ROHC, and being more particularly described relative to the Tennessee State Plane Coordinate System, as follows:

BEGINNING at a five-eighths-inch Rebar found at the Southwest Corner of aforesaid Webster Tract and Southwest Corner of the property described herein, and said Rebar lying in the Southeast Right-of-Way line of Lee Highway, and said rebar located at Tennessee State Plane Coordinates: North: 261,689.24 feet, East: 2,221,357.42 feet, North American Datum of 1983;

Thence North 52 degrees 25 minutes 26 seconds East, along said Right-of-Way line, a distance of 355.28 feet to the Northwest Corner of the property described herein, said point lies in an asphalt driveway;

Thence South 62 degrees 56 minutes 01 seconds East, leaving said Right-of-Way line, a distance of 526.08 feet to and Iron Spike found;

Thence South 50 degrees 52 minutes 20 seconds East, a distance of 91.15 feet to a point in a 28-inch Hickory Tree;

Thence South 83 degrees 51 minutes 15 seconds East, a distance of 30.61 feet to a point in a 24-inch Hickory Tree;

Thence South 57 degrees 25 minutes 36 seconds East, a distance of 158.68 feet to a five-eighths-inch Rebar found;

Thence South 65 degrees 13 minutes 29 seconds East, a distance of 151.89 feet to a one-half-inch Open-Top Pipe found;

Thence South 74 degrees 06 minutes 58 seconds East, a distance of 293.65 feet to a five-eighths-inch Rebar found, same marking the Northeast Corner of the property described herein;

Thence South 24 degrees 09 minutes 28 seconds West, a distance of 360.99 feet to a one-half-inch Iron Rod found marking the Southeast Corner of the property described herein, which lies in the Northwest Right-of-Way line of Interstate Highway 75;

Thence North 62 degrees 56 minutes 31 seconds West, a distance of 1412.08 feet the POINT OF BEGINNING

Said Property described herein contains 9.70 Acres, more or less.

Parcel #4 (McCutcheon Road, Chattanooga, TN, 37421)



SURVEYOR'S DESCRIPTION TAX PARCEL 138M C 002.01

Land located in the City of Chattanooga, Tennessee. Being the property of the City of Chattanooga, Tennessee, of record in Deed Book 5515, Page 504, Register's Office, Hamilton County, Tennessee, (ROHC), and being more particularly describe, relative to the Tennessee State Plane Coordinate System, as follows:

BEGINNING at a Capped Iron Rod found at the Northwest Corner of Lot 1, Bridgeway Apartments, of record in Plat Book 99, Page 166, ROHC, located at Tennessee State Plane Coordinates: North: 262,257.30 feet, East: 2,219,526.30, North American Datum of 1983;

Thence North 23 degrees 24 minutes 38 seconds East, a distance of 344.32 feet to a point in the centerline of Friar's Branch;

Thence Eastwardly with and along the meanders of the centerline of said Branch, a chord bearing of South 59 degrees 00 minutes 38 seconds East, for a chord distance of 1099.23 feet to a point on said centerline of Friar's Branch;

Thence South 52 degrees 21 minutes 37 seconds West, a distance of 227.94 feet to Capped Iron Rod found at a Northeastern Corner of aforesaid Lot 1, Bridgeway Apartments;

Thence North 66 degrees 34 minutes 57 seconds West along the principal Northeast line of said Lot 1, a distance of 979.29 feet to the POINT OF BEGINNING.

Property described herein contains 6.51 Acres, more or less, subject to variations in the route of Friar's Branch as may occur over time as a result of natural factors.

EXHIBIT B
Progressive Design-Build Process

Procure Design-Builder

The City has established criteria for solicitation of a design-build team for the project. Such criteria was published on the City's procurement website and which included such items as the prospective proposer's:

- licensure/bonding amount
- work history including size of recent projects completed as well as experience
- qualifications of the design-build organization(s)
- collaborative delivery approach
- past performance
- small business enterprise and local preference
- project understanding and delivery
- personnel qualifications and team approach
- oral communication
- costs of the 60% design professional services

The list of items above is not comprehensive.

Design

The design of the project will be completed in accordance with the design-builder contract. All Project components will be designed by a professional engineer (P.E.) licensed in the State of Tennessee. A guaranteed maximum price (GMP) will be provided at an interim design milestone. Based on its review of the GMP, it may become more economical to receive construction bids for the Project. The City reserves the right to deviate from the design-build of the project and solicit construction bids. If the design-build method remains the most economical option, the design-builder will be permitted to begin construction while finalizing the design for the project.

Construction

The construction of the project will be completed as described in the design-builder contract and design documents developed by a licensed professional engineer. Construction will be permitted to begin once the GMP is approved by the IDB.

Startup

Once construction of the Project components is substantially complete, the design-builder will implement the startup of Project components. Once the startup is approved by the City, the design-builder will provide the City with final project operational manuals and allow the City to begin operating the Project components.