

AGENDA

MONTHLY MEETING OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE

Monday, June 2, 2025 @ 11:00 AM

1. Call meeting to order.
2. Confirmation of Meeting Advertisement and Quorum Present.
3. Minutes approval for the April 7, 2025, monthly meeting.
4. Recognition of any person wishing to address the Board.
5. A resolution authorizing the Chair or Vice-Chair to execute all documents related to the donation of real property along Volkswagen Drive to TDOT to be used as right-of-way as part of the Ferdinand Piech Way Improvements Project (TDOT PIN 120361.00, Federal Project# HPP-9202(116)).
6. **Chattanooga Housing Authority Request for Project Funding**
 - a. A resolution authorizing the allocation of \$1.5 million from the Industrial Development Board IDB Renewing Chattanooga Account NR17 to the Chattanooga Housing Authority (CHA) for Phase 1 renovation and expansion of the James A. Henry Hub at 1241 Grove Street, as a part of the City and CHA's successful \$50 million Choice Neighborhoods Implementation Grant for the One Westside Transformation Plan.
 - b. A resolution authorizing the transfer of \$1.5 million from the Industrial Development Board IDB PILOTs Fund Account NR14 to the IDB Renewing Chattanooga Account NR17 which was created for eligible catalytic economic development projects in disinvested communities and for economic development projects investing in or rehabilitation of blighted, vacant properties.

7. **InterSign Innovation Grant**

- a. A resolution authorizing an Innovation Grant payment of \$22,000.00 to InterSign Corporation for the creation of twenty-two (22) new eligible jobs over the preceding eighteen (18) months, as verified by the Tennessee Department of Labor and Workforce Development Wage Report dated December 31, 2024; and for the implementation of innovation and innovative equipment systems in accordance with Chattanooga City Code, Part II, Chapter 11, Article XVIII, Section 11, supporting local innovation initiatives to diversify the Chattanooga economy and increase wages; and to be funded from the remaining City of Chattanooga \$170,000.00 allocation to account NR18 Innovation Z00313.

8. **AIS Systems Grant Payment for Verified Job Creation: High Growth High Jobs Investment Jobs**

- a. A resolution authorizing the grant payment of \$9,375.00 to AIS Enclosure Systems – Chattanooga, LLC for creation of twenty-two (22) full-time jobs with an average annual wage of \$59,836.00, as verified by the Tennessee Department of Labor and Workforce Development Wage Report dated December 31, 2024. This payment represents the first of five Grant payments toward a maximum total of \$205,000.00 incentive in accordance with the December 2, 2024, Industrial Development Board (IDB) Project Grant Agreement to support electrical infrastructure growth and talent pool development. The High Growth High Jobs Investment Jobs grant is paid out over five years with verification of the creation and retention of jobs each year.

9. **Chattanooga Chamber of Commerce Funding Request to Support a Competitive Analysis for Chattanooga**

- a. A resolution authorizing up to \$70,000.00 to provide matching funds with the City of Chattanooga for a site selector-led competitive analysis for Chattanooga’s key traded industry target sectors as identified in the Chattanooga Chamber of Commerce’s Climbs Higher Strategic Plan, with funding from NR16 Z00308 for Business Development activities.

10. **Transfer Funds PILOT Funds to Business Development Account**

- a. A resolution authorizing the transfer of \$50,000.00 from the Industrial Development Board (IDB) PILOTs Fund Account NR14 Z00306 to the IDB Business Development Account NR16. The Business Development account was created by the IDB to cover economic development-related services and fees necessary for administering programs and incentives.

11. Other Business – Discussion Items.

12. Adjournment.



**INDUSTRIAL DEVELOPMENT BOARD
MONTHLY MEETING MINUTES
John P. Franklin Sr. City Council Building
Assembly Room
Chattanooga, Tennessee
for
Monday, April 7, 2025
11:00 AM**

Present were Kerry Hayes (Chair), Althea Jones (Vice-Chair), Gordon Parker (Secretary), Ray Adkins, Nadia Kain, and Melody Shekari. Absent were Jimmy F. Rodgers, Jr., Jim Floyd (Assistant Secretary), and Marcus Cade-Johnson.

Also Present were: Attorney for the Board, Phillip A. Noblett; Adam Myers (Chattanooga Chamber); Mark Smith, Rachael Ruiz, and Jim Haley (Miller & Martin); Javaid Majid, Weston Porter, and Eleanor Liu (Finance); Gail Hart (Real Property); Clay Oliver (Public Works); Charita Allen (Economic Development); and Robert Long (Novonix).

Chairman Hayes called the meeting to order, confirmed the meeting was duly advertised, and established that a quorum was present to conduct business.

MONTHLY MEETING OF MARCH 3, 2025 – MINUTES APPROVAL

On motion of Mr. Adkins, seconded by Mr. Parker, the minutes of the March 3, 2025, monthly meeting were unanimously approved as written.

PUBLIC COMMENTS

There was no one from the public who had comments.

FINANCE REPORTS

Ms. Eleanor Liu gave the presentation of the finance reports. The first report is the VW Progress Report. Back in October 2024, the Board approved the purchase of a compressor which costs about \$239,000.00, and we allocated about \$50,000.00 through the remaining dollar amount from the first MOU. The remaining we have a match from the second MOU. The first MOU is completely finished. One hundred percent is spent, and the second MOU has a remaining balance of \$215,429.00. The third MOU we have \$5 million of local grant that has not been spent. Overall we are within budget at 99.0%.

The next report is the Economic Development Program Summary. All the cash we have is about \$2.9 million. Most of that is in the Interfund which has a cash balance of \$2,356,094.90 available to spend.

The next report is the TIF. Through the year, we have had no activities. The only activity we had was in April when the County and City turned over the tax payment. Ms. Liu has not seen any payments yet. The July presentation will have something.

The last report is for e2i2. To date, we spent about \$14,050,439.33. The operating income (loss) is (\$8,042,200.64).

PILOT POLICIES AND PROCEDURES

On motion of Mr. Parker, seconded by Ms. Kain,

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA APPROVING POLICIES AND PROCEDURES FOR PAYMENT-IN-LIEU-OF-TAX TRANSACTIONS.

Ms. Charita Allen said the state statute allows authorization for the IDB to approve and set policies for PILOTs. This fits within the long-term One Chattanooga Plan that Mayor Kelly's administration has put forward for the first term and the second term and also this lines up with the Chattanooga Chamber of Commerce's Strategic Plan for Growing Regional Economy. There is not a fiscal impact to the IDB for this resolution and the PILOT policies are the first formal adopted policies that the City of Chattanooga will enact.

In the past, the City of Chattanooga operated under standards and operational procedures related to PILOTs, but we have not had formal policies. What this does is set guidelines around targeted industries, sets an approved application process which answers questions around environmental risk, previous layoffs, all those other questions that typically are asked but not included in the application. We have now included those in the application. It also provides for a point matrix on the scale to help determine the length and term of a PILOT policy and agreement which we did not have in the past.

Staff are recommending approval of the PILOT policies. These were discussed and presented to the IDB in January, approved by City Council in February, discussed here with the IDB in March, and asking for approval of this item today.

Mr. Adkins asked about clawback provisions. Ms. Allen said there are clawback provisions in each of the PILOT agreements. They are different and depend on the PILOT itself. They are typically related to job creation and capital investment. The way the agreements are written, for instance if a company is not compliant with its job commitments, that clawback only applies to that job commitment. The same with capital investment.

The motion carried.

ADOPTED

NOVONIX PILOT

On motion of Mr. Parker, seconded by Ms. Shekari,

A RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA TO ENTER INTO AND EXECUTE THAT CERTAIN A “REAL ESTATE PURCHASE AND SALE AGREEMENT” RELATIVE TO THE PURCHASE OF APPROXIMATELY 182.39 ACRES KNOWN AS THE SPECIAL LEGISLATIVE AREA, MAIN MANUFACTURING AREA, PARCEL 1.02, 182.39 ACRES, OF THE ENTERPRISE SOUTH INDUSTRIAL PARK AND TO EXECUTE NECESSARY CLOSING DOCUMENTS AND TAKE TITLE TO CERTAIN REAL AND PERSONAL PROPERTY IN CONNECTION WITH THE NOVONIX ENTERPRISE SOUTH LLC PROJECT, TO LEASE SUCH PROPERTY TO NOVONIX ENTERPRISE SOUTH LLC, TO ENTER INTO AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES, AND TO EXECUTE OTHER DOCUMENTS RELATED TO THE PROPERTY’S ENROLLMENT IN THE VOLUNTARY CLEANUP AND OVERSIGHT ASSISTANCE PROGRAM WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION.

Ms. Allen said that this item is a staff recommendation that was presented to the City Council and approved on March 11, 2025. It was also approved by Hamilton County Commission on March 12, 2025. In addition to the PILOT and the Purchase and Sale Agreement, what is different is there also two Lease Agreements that are part of the IDB. There is a Real Property Lease and Personal Property Lease that will be for the Board’s consideration today.

The state statute authorizes this Board to approve both the PILOT Agreement with the Purchase and Sale Agreement added to the leases. This aligns with the One Chattanooga Plan for Building Regional Economy. It aligns again with the Chattanooga Chamber of Commerce’s strategic plan. There is background and information that both Novonix and the Chamber of

Commerce will present to the Board. The fiscal impact to the IDB would be to the account that is NR14 for IDB PILOTs. If approved, this item would add an additional \$10,996,804.00 to the account in the form of economic fee payments that would come into the IDB.

Mr. Adam Myers spoke from the Chattanooga Chamber. Before we go into the PILOT presentation specifically with all of the news out there regarding the company and because we have done this also with the City Council and County Commission, we wanted to ask the company to give you an update as well on the project. We have the Chief Financial Officer and Interim CEO for Novonix who will give an update.

Mr. Robert Long spoke from Novonix. The stock exchange information was presented with disclaimers. What we are going to cover today is the Riverside update, Enterprise South, and future outlook.

From a Riverside perspective, it has been well-known that they were affected by sector trends that slowed the plant progress in delivery of certain equipment and installation. The product technology development with certain Offtake Agreement battery partners that did affect their overall trajectory and got ahead of themselves a little bit. We had a layoff of 19 individuals in January 2025. We did not have the best language in those agreements and there was some confusion about if those people could be rehired by the organization and they absolutely can. They have hired two since then as we look to scale out the operations in the coming months. If jobs are still available, they may apply, and there would be no reason not to hire any of those individuals back.

The incentive and grant status of Riverside is where they are paying 100% of the applicable taxes on the PILOT related to the Riverside Project. We have not affected that PILOT just yet. The Department of Energy (MESC) grant for \$100 million awarded in November 2023 is very active. They have ongoing dialogues weekly with the MESC office. It is an active reimbursement process and submits invoices for reimbursement requests to the Department of Energy the last Friday of each month. They review with executive orders and change of administration. They have been paying under the grant and are operating as one would presume.

With executive orders and latest information also with the Department of Energy, they are very focused on critical minerals, national defense, and onshoring of jobs in the U.S. and are very key aspects of the Department of Energy they are focused on. We checked all of those boxes and are very excited about our projects, and continue to enjoy good interaction and support from the Department of Energy. We also have applied for a Department of Defense loan on the Riverside facility, and critical minerals, national security are early stages of that process and should come back within the next month. There is no conflict with the PILOT or the Department of Energy (MESC) grant. They were excited to receive our application, and there has been some dialogue back and forth. We will inform the public as they are required to do so.

Enterprise South is 182 acres located in the Enterprise South Industrial Park. Their operating capacity will be 31,500 tpa, and will bring total production once both sites Riverside and Enterprise South site is over 50,000 tpa by 2028. This will help support the Offtake Agreements with Stellantis, PowerCo, and Panasonic. They continue to pursue offtake revenue contracts. Those are in the various stages of completion.

They would very much leverage the learnings and engineering studies from Riverside. There is essentially nothing unique about Enterprise South production process that is different than the Riverside process. Very much can apply those learnings and machinery process to the new site from Riverside. We were offered a conditional commitment from the Department of Energy Loan Program Office for \$754 million which is a significant piece of the total \$1 billion overall project cost. We expect to employ just over 500 jobs in Phase 1. We are building the site so that the 31,500 ton capacity could expand up to 75,000 ton capacity with build out.

The site and PILOT Agreement are very important to the success of this project. The closing on the LPO loan and closing on the property acquisition are interdependent -- cannot close on the loan without the property and cannot close on the property without the loan. We are coordinating long lead time items with the Department of Energy Home Program Office such as environmental and engineering studies. Very good dialogue and conversations with the Loan Program Office and will be in touch with the State of Tennessee for ECD grant, but those are in the early stages. We have many things to do on the site and process before we get in touch with the state in a serious way there.

Overall, even last week in our board meeting, the commitment to Chattanooga was absolutely firmer to have officially Chattanooga as our principal place of business and headquarters. We established the Novonix Institute of Advanced Battery Technology with Lookout Valley Middle High School and continue to advance in investing in state-of-the-art STEM learning processes be it with Chattanooga State or UTC curriculum to ensure student training. We had students from the Lookout Valley Middle High School tour and shadowing like interview skills and overall life skills as they look to graduate and enter the workforce or secondary education. Various other things to help employees have tuition reimbursement with Project Return. We engaged with that organization in October and continue to utilize them as a source for future employees.

In the future, we have signed Offtake Agreements with Stellantis, PowerCo, and Panasonic. We have a Joint Development Agreement with LG Energy Solution that could evolve into an Offtake Agreement. Contractor Customer Volumes are outlined in the presentation. They are very active in the space to continue to develop facility, secure revenue, subject to modifications, and specifications. The products are getting to each customer, which is good for them and us with flexibility of process to meet other customers' demands.

We focus on scaling the site, securing financial future with Offtake Agreements, and various capital raise efforts. For instance, the \$754 million conditional loan commitment is with the Department of Energy, the \$100 million MESC grant funds, and attracting additional strategic investment.

Mr. Gordon Parker asked if the products currently consumed here are in the domestic or international markets? As a follow-up to the tariffs that are currently in place, do you envision that as positive or negative? Mr. Long said it will largely be domestic. Those Offtake Agreements ought to be U.S. produced graphite. Graphite makes up 40% of the materials in a lithium ion battery. That volume is the most significant and very key on having production here in the U.S. The tariffs are positive because there is a trade case for the ITC where particularly graphite is the subject. There is a range of 850% to 920% that should be in graphite, and 95% of the world's submitted graphite is produced in China. Where that lands, the next read out for that group is in mid to late May. That would significantly aide even if it is not at a very high level.

Mr. Adkins asked about 300 employees at the Riverside if Novonix was going to give Veterans' preference? Mr. Long said that they will access and do have Veterans on-site now and to the extent that we can also access the Veterans organizations, they will do that. Their Chairman of the Board is a retired Four-Star Admiral and is very near and dear to his heart. Mr. Adkins thanked Mr. Long for working with Lookout Valley.

Ms. Melody Shekari thanked Mr. Long for Project Return. Ms. Shekari did see an article in the paper this week about some significant challenges and the only question Ms. Shekari has is if it changes the application at all or is that just something that is just a disclosure. All the targets are the same and information on the factors was filed on February 28th with regard to disclosures.

Ms. Nadia Kain asked regarding green construction, if that is something that Novonix is going to utilize whether it is environmentally friendly. Mr. Long said yes, they will be very mindful of run-off and processes that make sure the environmental impact is very low, and also, the manufacturing process itself is very green. They have very low waste definitely compared to the current process today with graphite in China. We are very aware of our environmental footprint and want to make sure we minimize that on the construction and manufacturing sides. Ms. Kain also asked regarding the community engagement in reaching out and incorporating the local schools, is that going to be part of the annual reporting process so that you will be able to keep us up to date on those initiatives? Mr. Long said they can.

Ms. Althea Jones asked if Mr. Long could speak about small business partnership program. Mr. Long said that in particular to the Riverside facility in certain of their Offtake Agreements there is a community impact metric. While working with the facility, they are also working through their community impact to have a positive ripple effect in the community that if for instance we have a local supplier for Enterprise South, can we direct our contractors to use similar or more local than someone's organization that may not benefit that ripple effect or collateral benefit within the community. Mr. Long said they can track, but would need to track it by vendors. It is definitely able to be done. Just a process.

Attorney Noblett asked Mr. Long how the product would be delivered. It is all on I-75 because right now on the Riverside you have the ability to use the river. Will you be able to do that? It will all be by truck. We are wondering because I-75 is quite clogged up. The motion carried.

ADOPTED

There being no further business, a motion was made by Mr. Parker, seconded by Ms. Jones, and the meeting adjourned at 11:25 AM.

GORDON PARKER, *Secretary*

APPROVED:

KERRY HAYES, *Chair*

RESOLUTION

A RESOLUTION AUTHORIZING THE CHAIR OR VICE-CHAIR TO EXECUTE ALL DOCUMENTS RELATED TO THE DONATION OF REAL PROPERTY ALONG VOLKSWAGEN DRIVE TO TDOT TO BE USED AS RIGHT-OF-WAY AS PART OF THE FERDINAND PIECH WAY IMPROVEMENTS PROJECT (TDOT PIN 120361.00, FEDERAL PROJECT# HPP-9202(116)).

BE IT RESOLVED, that the Industrial Development Board of the City of Chattanooga is hereby authorizing the Chair or Vice-Chair to execute all documents related to the donation of real property along Volkswagen Drive to TDOT to be used as right-of-way as part of the Ferdinand Piech Way Improvements Project (TDOT PIN 120361.00, Federal Project# HPP-9202(116)).

ADOPTED: June 2, 2025

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF CHATTANOOGA

Attest:

KERRY HAYES, Chair

GORDON PARKER, Secretary

Industrial Development Board



Resolution Request Form

(This form is only required for resolutions requiring expenditure of IDB Funds)

Date Prepared: May 22, 2025

Preparer: William C. Payne

Department: Public Works

Brief Description of Purpose for Resolution:

Resolution Number (if approved by IDB):

An IDB resolution is requested to permit the Chair to execute all documents related to the donation of real property along Volkswagen Drive to TDOT to be used as Right of Way as part of the Ferdinand Piech Way Improvements Project (TDOT PIN 120361.00, Federal Project # HPP-9202(116)).

Name of Vendor/Contractor/Grant, etc. TN Dept of Transportation

Total project cost \$ 0.00

Amount Funded \$ 0.00

New Funding Required \$ 0.00

New Contract/Project? (Yes or No) No

Funds Budgeted? (YES or NO) NA

Provide Fund

Provide Cost Center

Proposed Funding Source if not budgeted

Grant Period (if applicable)

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)

Agency Grant Number

Contract Administered by: City

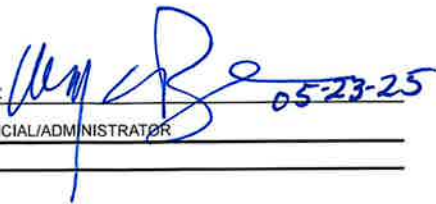
CFDA Number if known

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Attachments: 2 Legal Descriptions (T1-S, T3-S), 2 Plan Sets (1-S, T3-S), 2 ROW Form 64's (T1-S, T3-S),
2 Warranty Deeds (T1-S, T3-S), 2 Closing Statements (T1-S, T3-S)

Map/ Parcels effected: 130/001.10 (~465SF) and 130/001.018 (~232SF)

Approved by:

 05-23-25

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

EXHIBIT ‘A’

<u>PROJECT NO.</u>	<u>COUNTY</u>	<u>TRACT</u>	<u>MAP/PARCEL</u>
Federal: HPP-9202(116)	Hamilton	1-S	130 001.18
State: 33960-2516-14			
PIN: 120361.00			

Situated in Hamilton County, Tennessee, WITHIN THE CORPORATE LIMITS OF THE CITY OF CHATTANOOGA. ("Grantor(s)") have bargained and sold, and by these presents do transfer and convey unto the City of Chattanooga ("Grantee") the land and/or land rights, more particularly described as follows:

FEE SIMPLE ACQUISITION

Parcel: 1

BEGINNING at a proposed 6x6 concrete right-of-way monument at the intersection of the existing northern right-of-way of Volkswagen Drive and the proposed northern right-of-way of Volkswagen Drive being 43.89 feet left of Volkswagen Drive centerline station 25+72.00; thence along the proposed right-of-way line for the following three calls: north 24 degrees 44 minutes 40 seconds west a distance of 11.11 to a point being 55.00 feet left of Volkswagen Drive centerline station 25+72.00; thence north 65 degrees 15 minutes 20 seconds east a distance of 21.00 feet to a point being 55.00 feet left of Volkswagen Drive centerline station 25+93.00; thence south 24 degrees 44 minutes 40 seconds east a distance of 11.01 feet to a point being 43.99 feet left of Volkswagen Drive centerline station 25+93.00; thence south 63 degrees 55 minutes 54 seconds west a distance of 5.45 feet to a point of intersection between the proposed northern right-of-way of Volkswagen Drive and the existing northern right-of-way of Volkswagen Drive being 43.86 feet left of Volkswagen Drive centerline station 25+87.55; thence along the existing northern right-of-way of Volkswagen Drive south 65 degrees 21 minutes 26 seconds west a distance of 15.55 feet to **THE POINT OF BEGINNING**

Containing 232 square feet, more or less.

The above described property is hereby conveyed in fee simple.

The consideration mentioned herein includes payment for the property acquired, also payment for any and all incidental damages to the remainder compensable under eminent domain.

REFERENCE: All boundaries, descriptions and tract references of the property conveyed herein was taken from the right-of-way plans for the above referenced Highway Project on file with the Tennessee Department of Transportation in Nashville, Tennessee, and it was prepared by an employee or agent of said Department. If and when metric data is contained in the said legal descriptions then that metric data is to be relied upon, as the English conversions are provided for information and convenience only.

EXHIBIT ‘A’

<u>PROJECT NO.</u>	<u>COUNTY</u>	<u>TRACT</u>	<u>MAP/PARCEL</u>
Federal: HPP-9202(116)	Hamilton	3-S	130 001.10
State: 33960-2516-14			
PIN: 120361.00			

Situated in Hamilton County, Tennessee, WITHIN THE CORPORATE LIMITS OF THE CITY OF CHATTANOOGA. ("Grantor(s)") have bargained and sold, and by these presents do transfer and convey unto the City of Chattanooga ("Grantee") the land and/or land rights, more particularly described as follows:

FEE SIMPLE ACQUISITION

Parcel: 1

COMMENCING at a proposed 6x6 concrete right-of-way monument at the intersection of the existing southern right-of-way of Volkswagen Drive and the proposed southern right-of-way of Volkswagen Drive being 47.58 feet right of Volkswagen Drive centerline station 23+43.70; thence along the proposed southern right-of-way of Volkswagen Drive north 66 degrees 56 minutes 00 seconds east a distance of 73.67 feet to the **POINT OF BEGINNING** being 54.62 feet right of Volkswagen Drive centerline station 24+20.00; thence along the proposed right-of-way line for the following four calls: north 66 degrees 56 minutes 00 seconds east a distance of 19.20 feet to a point being 55.75 feet right of Volkswagen Drive centerline station 24+40.00; thence south 26 degrees 01 minutes 14 seconds east a distance of 11.25 feet to a point being 67.00 feet right of Volkswagen Drive centerline station 24+40.00; thence south 63 degrees 32 minutes 41 seconds west a distance of 18.98 feet to a point being 67.00 feet right of Volkswagen Drive centerline station 24+20.00; thence north 26 degrees 53 minutes 24 seconds west a distance of 12.38 feet to **THE POINT OF BEGINNING**,

Containing 225 square feet, more or less.

Parcel: 2

COMMENCING at a proposed 6x6 concrete right-of-way monument at the intersection of the existing southern right-of-way of Volkswagen Drive and the proposed southern right-of-way of Volkswagen Drive being 52.00 feet right of Volkswagen Drive centerline station 28+56.16; thence along the proposed southern right-of-way of Volkswagen Drive south 65 degrees 15 minutes 20 seconds west a distance of 91.16 feet to the **POINT OF BEGINNING** being 52.00 feet right of Volkswagen Drive centerline station 27+65.00; thence along the proposed right-of-way line for the following four calls: south 24 degrees 44 minutes 40 seconds east a distance of 12.00 feet to a point being 64.00 feet right of Volkswagen Drive centerline station 27+65.00; thence south 65 degrees 15 minutes 20 seconds west a distance of 20.00 to a point being 64.00 feet right of Volkswagen Drive centerline station 27+45.00; thence north 24 degrees 44 minutes 40 seconds west a distance of 12.00 feet to a point being 52.00 feet right of Volkswagen Drive centerline station 27+45.00; thence north 65 degrees 15 minutes 20 seconds east a distance of 20 feet to **THE POINT OF BEGINNING**,

Containing 240 square feet, more or less.

The above described properties are hereby conveyed in fee simple.

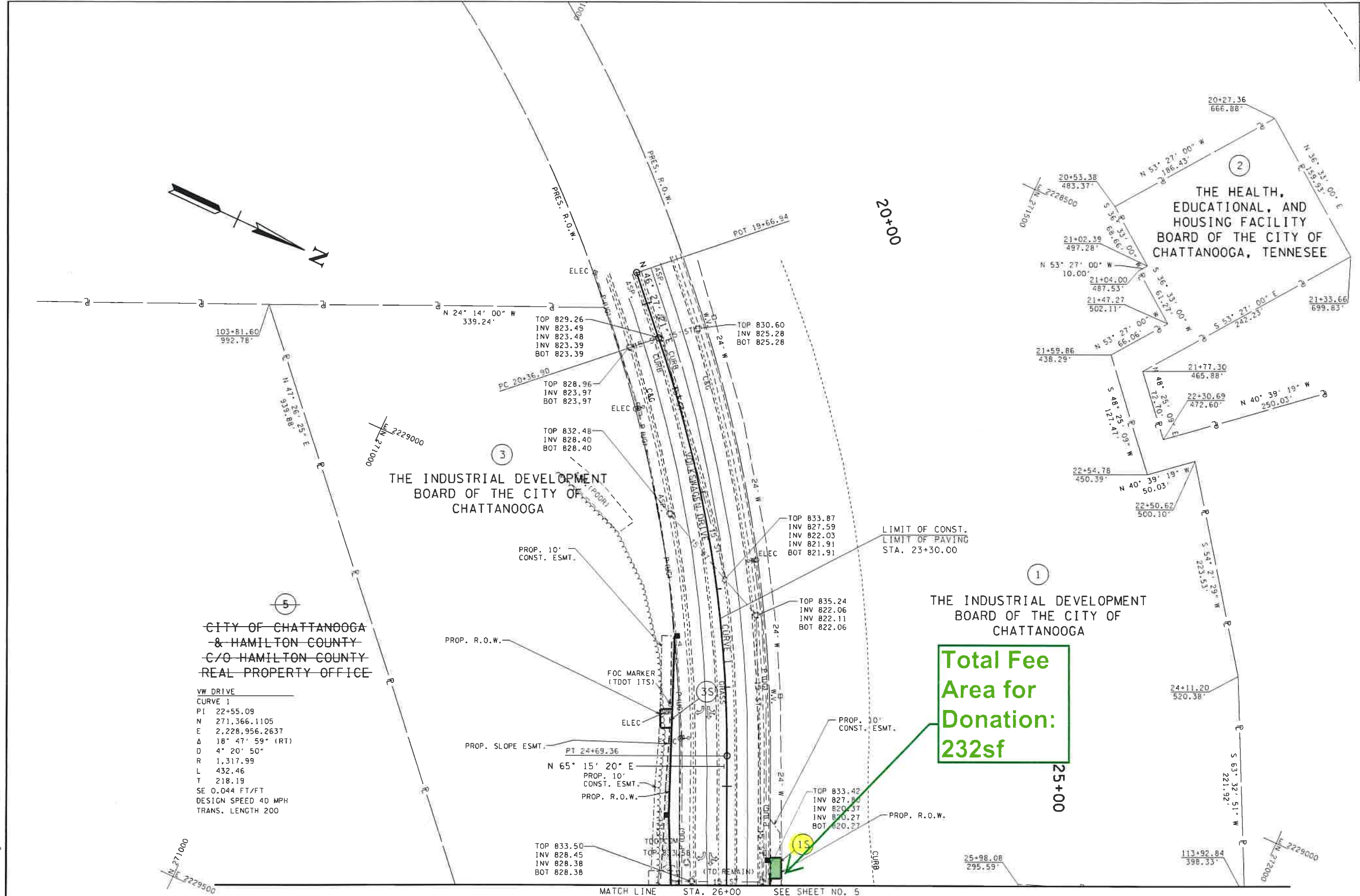
The consideration mentioned herein includes payment for the property acquired, also payment for any and all incidental damages to the remainder compensable under eminent domain.

REFERENCE: All boundaries, descriptions and tract references of the property conveyed herein was taken from the right-of-way plans for the above referenced Highway Project on file with the Tennessee Department of Transportation in Nashville, Tennessee, and it was prepared by an employee or agent of said Department. If and when metric data is contained in the said legal descriptions then that metric data is to be relied upon, as the English conversions are provided for information and convenience only.

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2018	HPP-9202(116)	12
CONST.	2020	HPP-9202(116)	12

REV. 08/16/19: REVISED PROPERTY OWNER NAMES FOR TRACTS 1 AND 3. STRUCK LINES COMPLETELY THROUGH TRACT 5 OWNER NAME. ADDED MISCELLANEOUS NOTES. ADDED SURVEY GRID POINTS.

REV. 12/01/20: ADDED ADDITIONAL RIGHT OF WAY ALONG VW DRIVE AT STA. 24+30.00 RT. AND AT STA. 25+82.00 LT. ADDED TRACTS 1S AND 3S. REVISED R.O.W. MONUMENT AT STA. 25+72.00 LT. FROM TYPE "A" TO TYPE "C".



~~CITY OF CHATTANOOGA~~
~~& HAMILTON COUNTY~~
~~C/O HAMILTON COUNTY~~
~~REAL PROPERTY OFFICE~~

VW DRIVE
CURVE 1
PI 22+55.09
N 271,366.1105
E 2,228,956.2637
A 18° 47' 59" (RT)
D 4' 20" 50"
R 1,317.99
L 432.46
T 218.19
SE 0.044 FT/FT
DESIGN SPEED 40 MPH
TRANS. LENGTH 200

**Total Fee
Area for
Donation:
232sf**

R.O.W.
PLANS

SEALED BY

COORDINATES ARE NAD/83,
ARE DATUM ADJUSTED BY THE
FACTOR OF 1,00000 AND TIED TO
THE TGRN. ALL ELEVATIONS ARE
REFERENCED TO THE NAVD 1988.

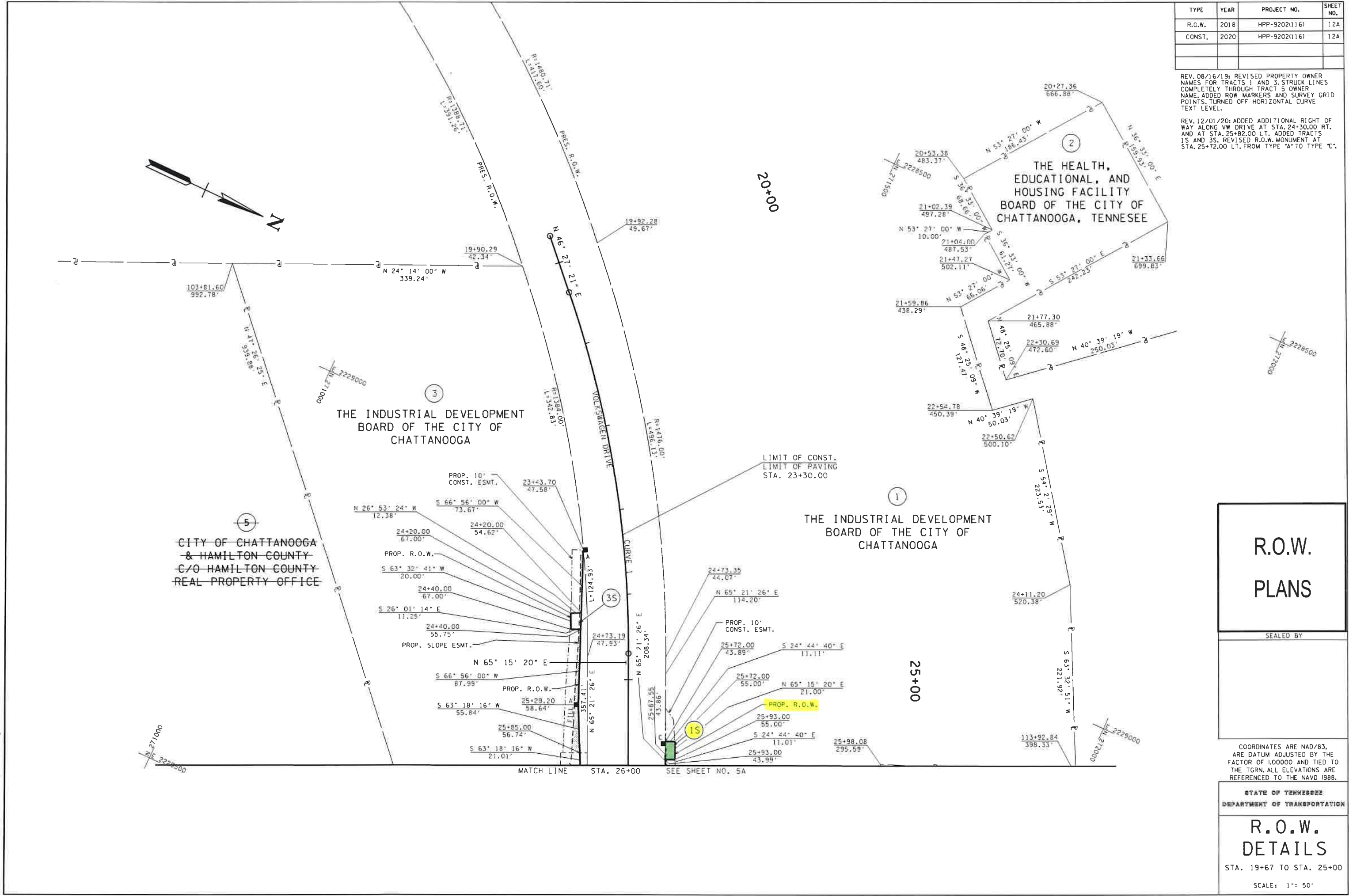
STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

**PRESENT
LAYOUT**
STA. 19+67 TO STA. 26+00
SCALE: 1" = 50'

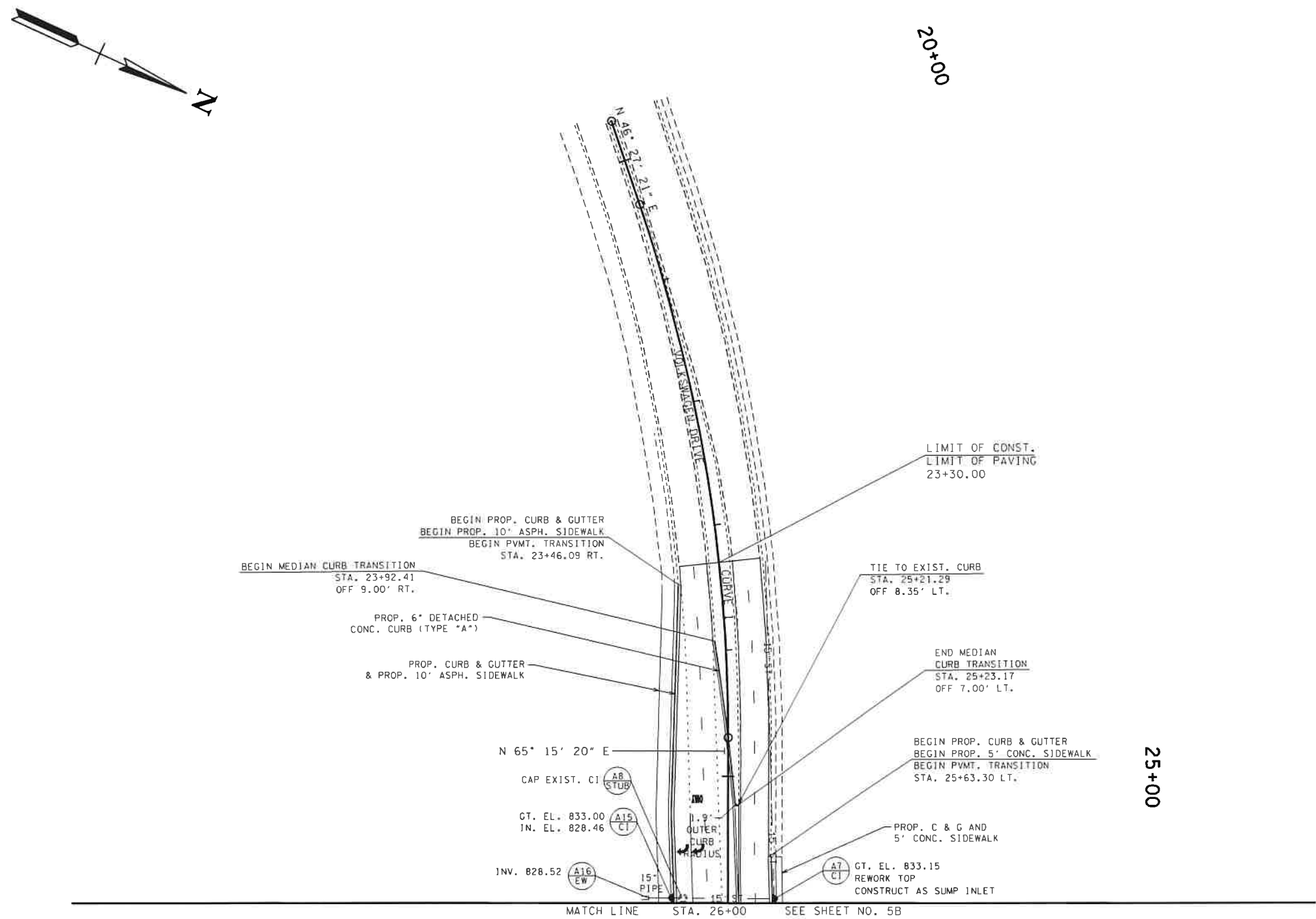
TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2018	HPP-9202(116)	12A
CONST.	2020	HPP-9202(116)	12A

REV. 08/16/19: REVISED PROPERTY OWNER NAMES FOR TRACTS 1 AND 3. STRUCK LINES COMPLETELY THROUGH TRACT 5 OWNER NAME. ADDED ROW MARKERS AND SURVEY GRID POINTS. TURNED OFF HORIZONTAL CURVE TEXT LEVEL.

REV. 12/01/20: ADDED ADDITIONAL RIGHT OF WAY ALONG VW DRIVE AT STA. 24+30.00 RT. AND AT STA. 25+82.00 LT. ADDED TRACTS 1S AND 3S. REVISED R.O.W. MONUMENT AT STA. 25+72.00 LT. FROM TYPE "A" TO TYPE "C".



TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2018	HPP-9202(116)	12B



R.O.W. PLANS

SEALED BY

COORDINATES ARE NAD/83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.000 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

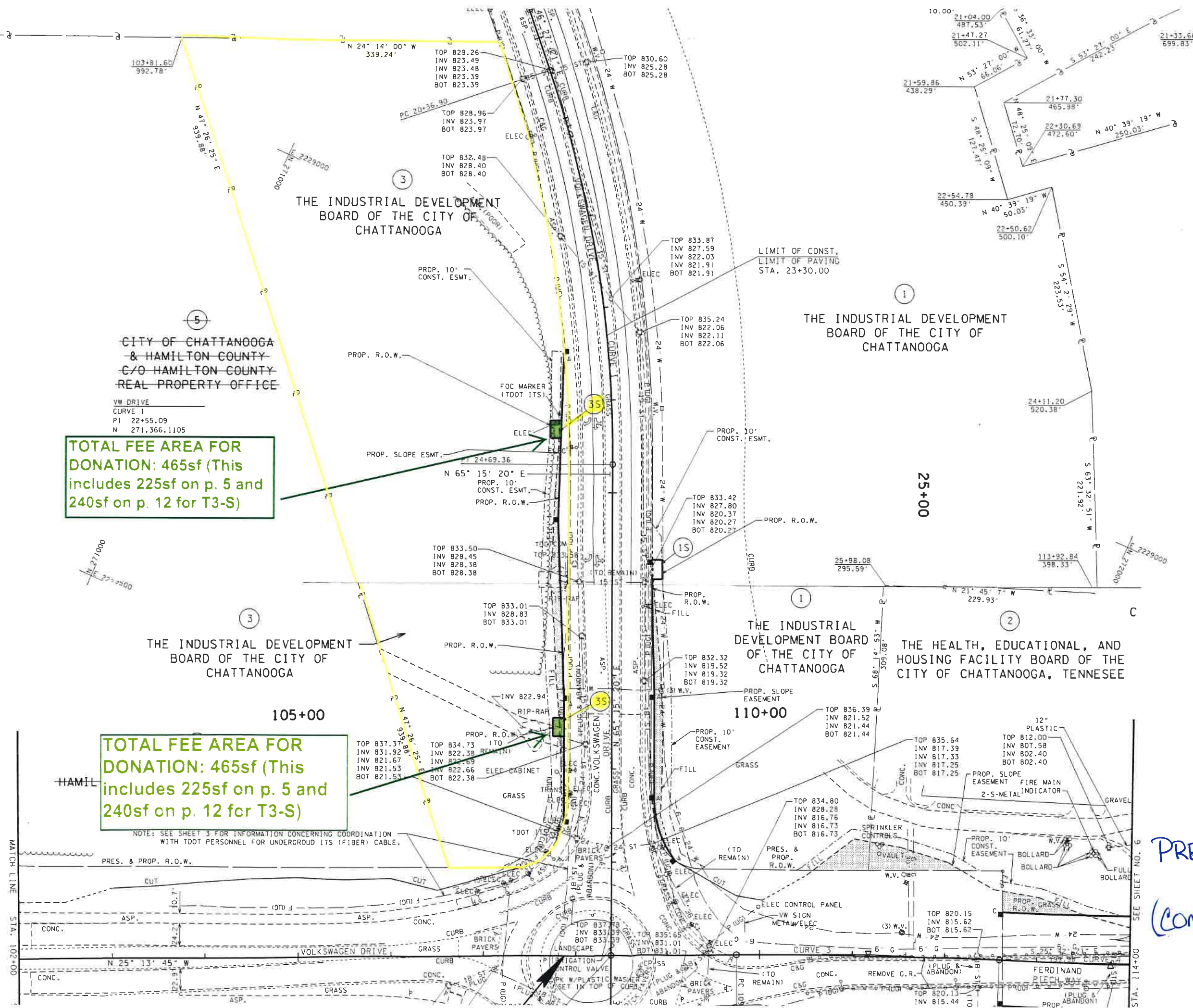
STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPOSED LAYOUT

STA. 19+67 TO STA. 26+00

SCALE: 1"= 50'

40701\Ogn\HTVWS002.sht



R.O.W. PLANS

SEALED BY

COORDINATES ARE NAD/83,
ARE DATUM ADJUSTED BY THE
FACTOR OF 100000 AND TIED TO
HATCHING. ADDED MISCELLANEOUS NOTES.
REVISED 30" WATERLINE TO 24".
REV. 12/01/20: ADDED ADDITIONAL RIGHT OF
WAY ALONG VW DRIVE AT STA. 27+55.00 RT.
ADDED TRACT 3S.

TO BE SCARIFIED AND OBLITERATED

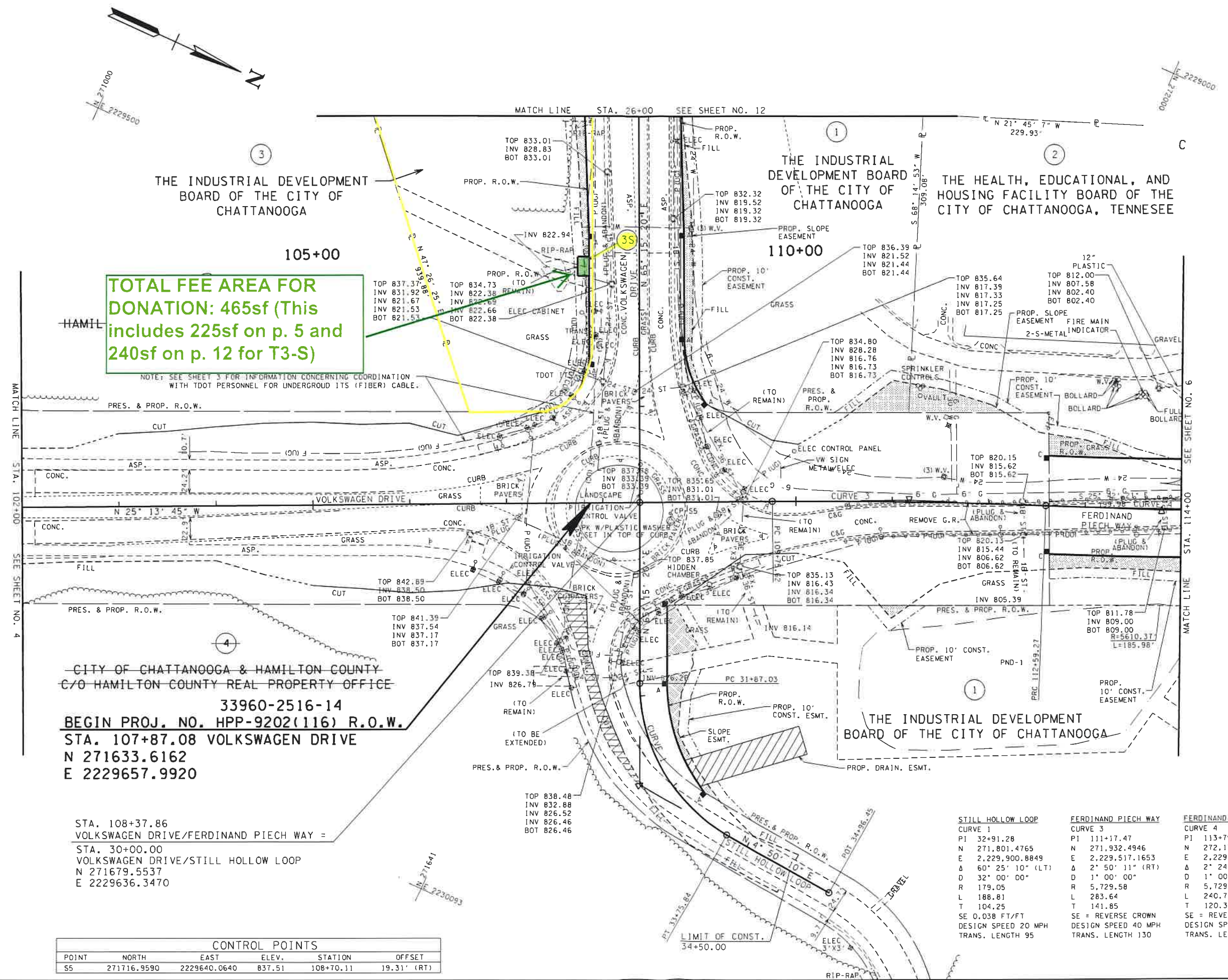
PRESENT LAYOUT
SHEET
(COMBINED P.5 & P.12)

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2018	HPP-9202(116)	5
CONST.	2020	HPP-9202(116)	5

REV. 04/23/19: AS PART OF SURVEY UPDATE, REVISED UNDERGROUND UTILITIES AT ROUNDABOUT LOCATION. ADDED SPLITTER CURB AT SOUTHEAST QUADRANT OF ROUNDABOUT.

REV. 08/16/19: REVISED PROPERTY OWNER NAMES FOR TRACTS 1 AND 3. STRUCK LINES COMPLETELY THROUGH TRACT 4 & 5 OWNER NAMES. ADDED PAVEMENT SCARIFICATION HATCHING. ADDED MISCELLANEOUS NOTES. REVISED 30" WATERLINE TO 24".

REV. 12/01/20: ADDED ADDITIONAL RIGHT OF WAY ALONG VW DRIVE AT STA. 27+55.00 RT. ADDED TRACT 3S.



TOTAL FEE AREA FOR DONATION: 465sf (This includes 225sf on p. 5 and 240sf on p. 12 for T3-S)

CITY OF CHATTANOOGA & HAMILTON COUNTY
C/O HAMILTON COUNTY REAL PROPERTY OFFICE
33960-2516-14
BEGIN PROJ. NO. HPP-9202(116) R.O.W.
STA. 107+87.08 VOLKSWAGEN DRIVE
N 271633.6162
E 2229657.9920

STA. 108+37.86
VOLKSWAGEN DRIVE/FERDINAND PIECH WAY =
STA. 30+00.00
VOLKSWAGEN DRIVE/STILL HOLLOW LOOP
N 271679.5537
E 2229636.3470

CONTROL POINTS					
POINT	NORTH	EAST	ELEV.	STATION	OFFSET
S5	271116.9590	2229640.0640	837.51	108+70.11	19.31' (RT)

STILL HOLLOW LOOP		FERDINAND PIECH WAY		FERDINAND PIECH WAY	
CURVE 1		CURVE 3		CURVE 4	
PI	32+91.28	PI	111+17.47	PI	113+79.65
N	271,801.4765	N	271,932.4946	N	272,174.9557
E	2,229,900.8849	E	2,229,517.1653	E	2,229,417.2664
Δ	60° 25' 10" (LT)	Δ	2° 50' 11" (RT)	Δ	2° 24' 26" (LT)
D	32' 00' 00"	D	1' 00' 00"	D	1' 00' 00"
R	179.05	R	5,729.58	R	5,729.58
L	188.81	L	263.64	L	240.73
T	104.25	T	141.85	T	120.39
SE	0.038 FT/FT	SE	REVERSE CROWN	SE	REVERSE CROWN
DESIGN SPEED	20 MPH	DESIGN SPEED	40 MPH	DESIGN SPEED	40 MPH
TRANS. LENGTH	95	TRANS. LENGTH	130	TRANS. LENGTH	130

R.O.W. PLANS

SEALED BY

COORDINATES ARE NAD/83. ARE DATUM ADJUSTED BY THE FACTOR OF 1.00000 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PRESENT LAYOUT

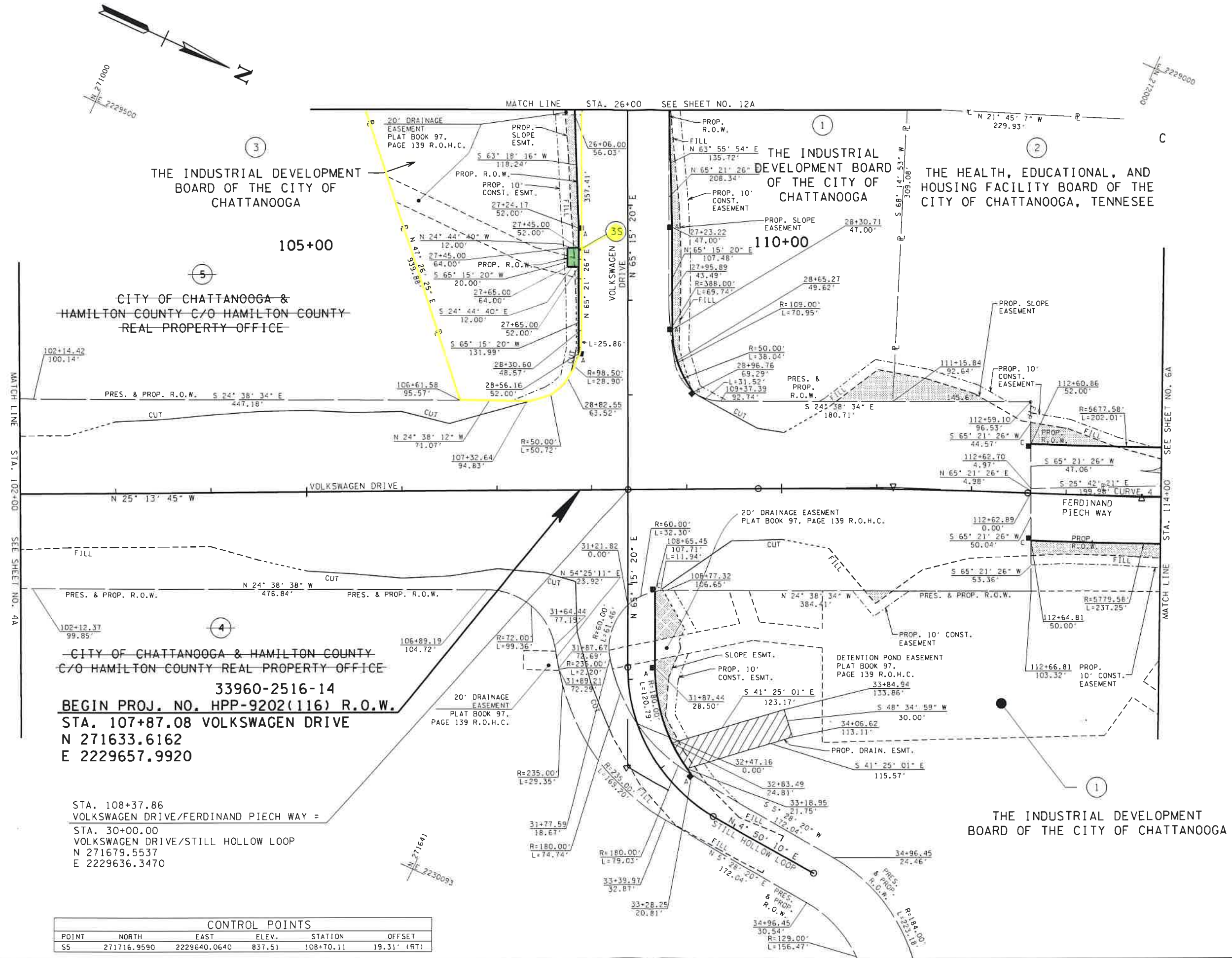
STA. 102+00 TO STA. 114+00

SCALE: 1"= 50'

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2018	HPP-9202(116)	5A
CONST.	2020	HPP-9202(116)	5A

REV. 08/16/19: REVISED PROPERTY OWNER NAMES FOR TRACTS 1 AND 3. STRUCK LINES COMPLETELY THROUGH TRACT 4 & 5 OWNER NAMES. ADDED ROW MARKERS, SURVEY GRID POINTS, AND CONTROL POINT TABLE. REVISED SLOPE LINES. ADDED MISCELLANEOUS NOTES.

REV. 12/01/20: ADDED ADDITIONAL RIGHT OF WAY ALONG VW DRIVE AT STA. 27+55.00 RT. ADDED TRACT 3S.



BEGIN PROJ. NO. HPP-9202(116) R.O.W.
STA. 107+87.08 VOLKSWAGEN DRIVE
N 271633.6162
E 2229657.9920

STA. 108+37.86
VOLKSWAGEN DRIVE/FERDINAND PIECH WAY =
STA. 30+00.00
VOLKSWAGEN DRIVE/STILL HOLLOW LOOP
N 271679.5537
E 2229636.3470

CONTROL POINTS					
POINT	NORTH	EAST	ELEV.	STATION	OFFSET
SS	271716.9590	2229640.0640	837.51	108+70.11	19.31' (RT)

R.O.W. PLANS

SEALED BY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

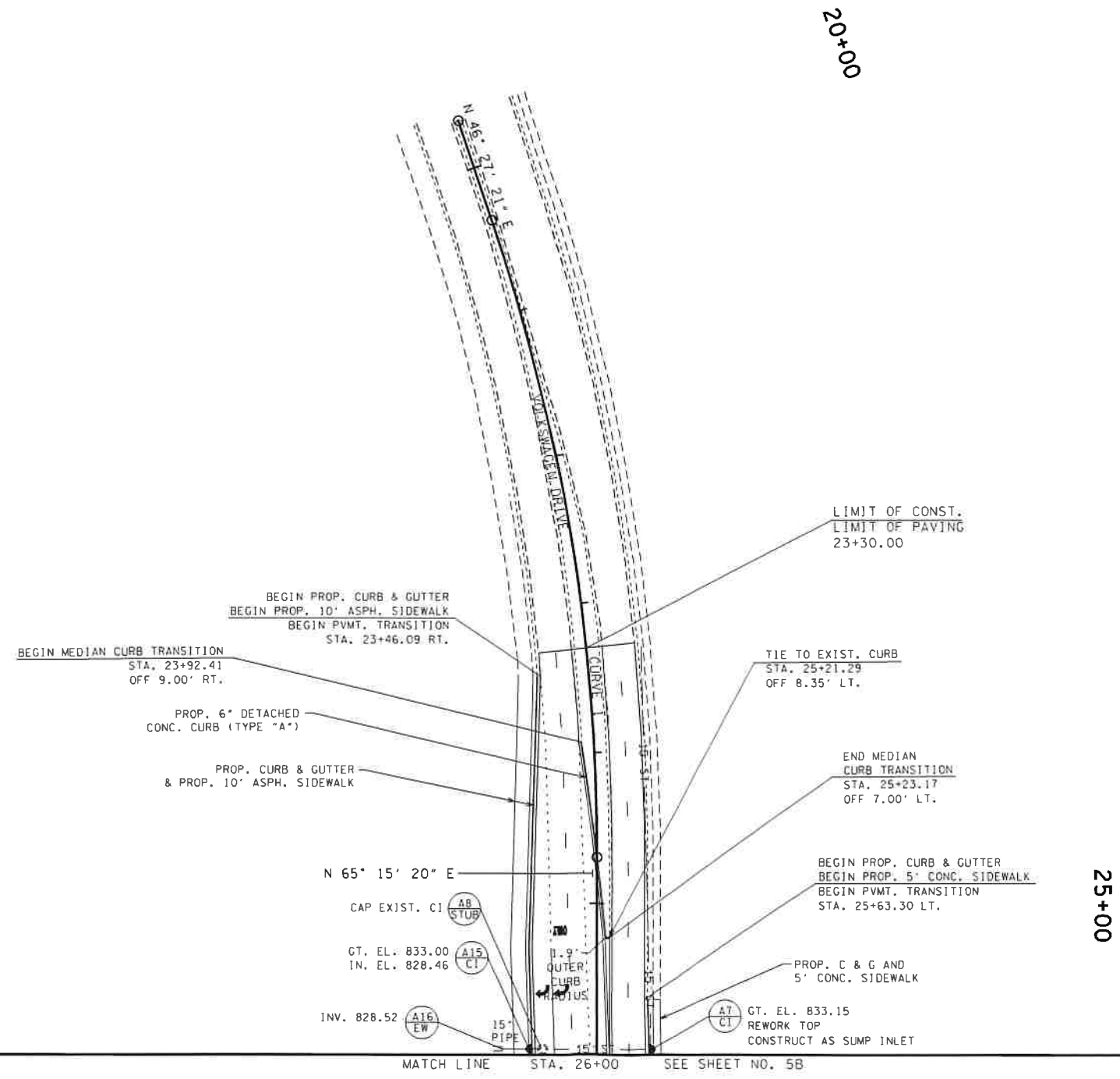
R.O.W. DETAILS

STA. 102+00 TO STA. 114+00

SCALE: 1" = 50'

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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2018	HPP-9202(116)	12B



R.O.W.
PLANS

SEALED BY

COORDINATES ARE NAD/83(1995),
ARE DATUM ADJUSTED BY THE
FACTOR OF 1,000 AND TIED TO
THE TORN. ALL ELEVATIONS ARE
REFERENCED TO THE NAVD 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPOSED
LAYOUT

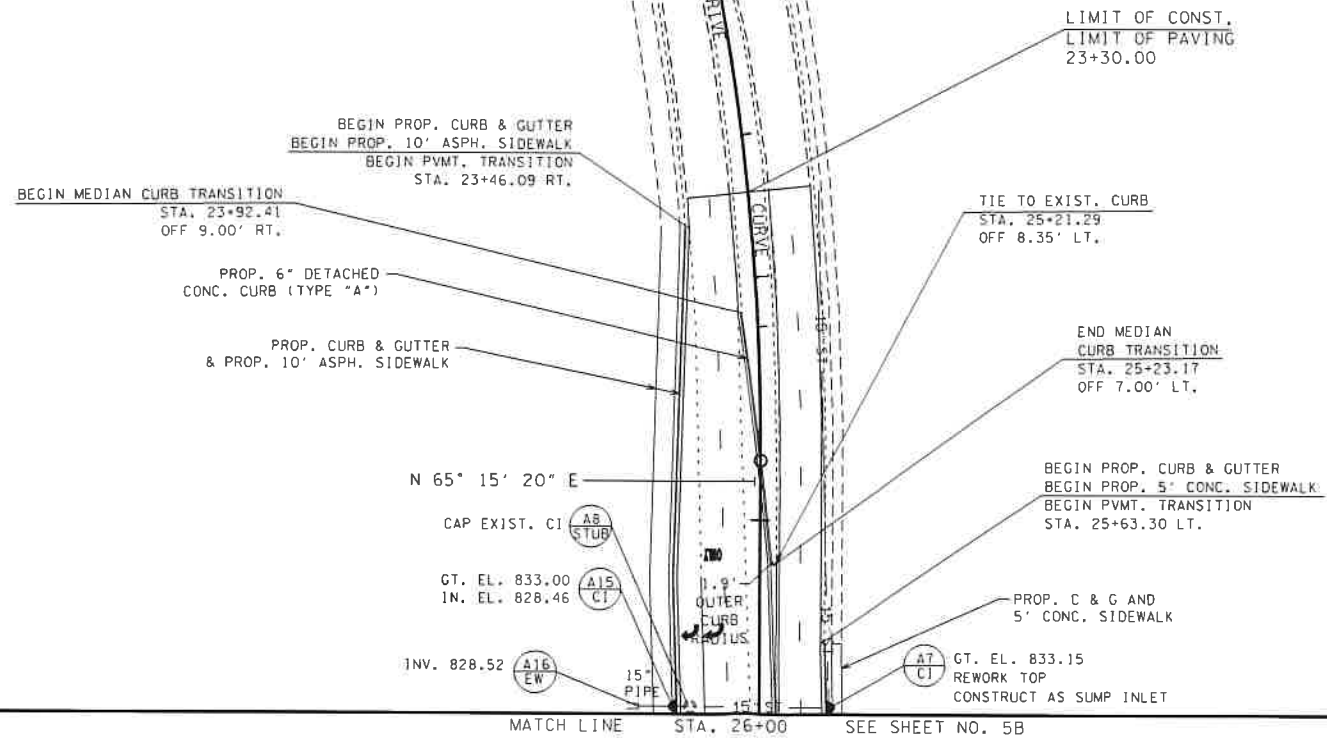
STA. 19+67 TO STA. 26+00

SCALE: 1" = 50'

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2018	HPP-9202(116)	12B



20+00



25+00

R.O.W. PLANS

SEALED BY

COORDINATES ARE NAD/83(1995),
ARE DATUM ADJUSTED BY THE
FACTOR OF 1.000 AND TIED TO
THE TGRN. ALL ELEVATIONS ARE
REFERENCED TO THE NAVD 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPOSED LAYOUT

STA. 19+67 TO STA. 26+00

SCALE: 1" = 50'

State of Tennessee Department of Transportation
Initial Contact

ROW FORM 64
Revision 11-26-2013

STATE PROJ. #:33960-2516-14
FED PROJ. #: HPP-9202(116)
PIN #: 120361.00
OWNERS: THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA

COUNTY/S Hamilton
TRACT #: 1-S
NEGOTIATOR: Diane Cothran

On _____ I the owner(s) of property depicted on the attached right-of-way Plan sheet and designated as Tract No. 1-S was personally contacted by Diane Cothran at 101 E 11th St. Suite 200 Chattanooga, TN 37402. At this time the purpose of the highway project identified above as well as the details concerning the effects of the project on my property were discussed. The plan sheet referenced above and a brochure outlining the acquisition process of the Tennessee Department of Transportation were presented and explained.

In accordance with the above-mentioned meeting and based on the discussion of benefits and rights available to me as an affected owner of land required for a highway improvement, I have made the following elections and/or determinations. (check one)

- ☐ Being fully apprised of my right to receive just compensation for the property in question, I have freely determined to waive the rights to have the property appraised and receive just compensation. I agree to **donate** said lands to State of Tennessee and will execute a Deed of Transfer to accomplish said donation for the express consideration of advancing the construction of the above referenced highway project.
- ☐ Being fully apprised of my right to receive just compensation for the property in question, I request that an appraisal be prepared and that an offer of just compensation be provided for my consideration in granting the land required for the construction of the above referenced highway project. In accordance with this request, I am aware of my right to accompany the appraiser during his inspection of my property and I hereby (check one):
- ☐ Elect to accompany the appraiser during his inspection.
- ☐ Decline such right.

The above elections being given freely this ____ day of _____, 2025.

Date Diane Cothran

Date The Industrial Development Board of the City of Chattanooga

State of Tennessee Department of Transportation
Initial Contact

ROW FORM 64
Revision 11-26-2013

STATE PROJ. #:33960-2516-14
FED PROJ. #: HPP-9202(116)
PIN #: 120361.00
COUNTY/S Hamilton
TRACT #: 3-S
NEGOTIATOR: Diane Cothran
OWNERS: THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA

On _____ I the owner(s) of property depicted on the attached right-of-way Plan sheet and designated as Tract No. 3-S was personally contacted by Diane Cothran at 101 E 11th St. Suite 200 Chattanooga, TN 37402. At this time the purpose of the highway project identified above as well as the details concerning the effects of the project on my property were discussed. The plan sheet referenced above and a brochure outlining the acquisition process of the Tennessee Department of Transportation were presented and explained.

In accordance with the above-mentioned meeting and based on the discussion of benefits and rights available to me as an affected owner of land required for a highway improvement, I have made the following elections and/or determinations. (check one)

- ☐ Being fully apprised of my right to receive just compensation for the property in question, I have freely determined to waive the rights to have the property appraised and receive just compensation. I agree to **donate** said lands to State of Tennessee and will execute a Deed of Transfer to accomplish said donation for the express consideration of advancing the construction of the above referenced highway project.
- ☐ Being fully apprised of my right to receive just compensation for the property in question, I request that an appraisal be prepared and that an offer of just compensation be provided for my consideration in granting the land required for the construction of the above referenced highway project. In accordance with this request, I am aware of my right to accompany the appraiser during his inspection of my property and I hereby (check one):
 - ☐ Elect to accompany the appraiser during his inspection.
 - ☐ Decline such right.

The above elections being given freely this _____ day of _____, 2025.

Date Diane Cothran

Date The Industrial Development Board of the City of Chattanooga

WARRANTY DEED

PROJECT
HPP-9202(116)
33960-2516-14

COUNTY
HAMILTON

TRACT
1-S

MAP / PARCEL
130/001.18

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF CHATTANOOGA, TENNESSEE,
a Tennessee public corporation,**

("Grantor(s)") for good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does transfer, convey, and donate unto the CITY OF CHATTANOOGA, TENNESSEE ("Grantee") the land and/or land rights, more particularly described as follows:

Situated in Hamilton County, Tennessee, WITHIN THE CORPORATE LIMITS OF THE CITY OF CHATTANOOGA

FEE SIMPLE ACQUISITION

Parcel: 1

BEGINNING at a proposed 6x6 concrete right-of-way monument at the intersection of the existing northern right-of-way of Volkswagen Drive and the proposed northern right-of-way of Volkswagen Drive being 43.89 feet left of Volkswagen Drive centerline station 25+72.00; thence along the proposed right-of-way line for the following three calls: north 24 degrees 44 minutes 40 seconds west a distance of 11.11 to a point being 55.00 feet left of Volkswagen Drive centerline station 25+72.00; thence north 65 degrees 15 minutes 20 seconds east a distance of 21.00 feet to a point being 55.00 feet left of Volkswagen Drive centerline station 25+93.00; thence south 24 degrees 44 minutes 40 seconds east a distance of 11.01 feet to a point being 43.99 feet left of Volkswagen Drive centerline station 25+93.00; thence south 63 degrees 55 minutes 54 seconds west a distance of 5.45 feet to a point of intersection between the proposed northern right-of-way of Volkswagen Drive and the existing northern right-of-way of Volkswagen Drive being 43.86 feet left of Volkswagen Drive centerline station 25+87.55; thence along the existing northern right-of-way of Volkswagen Drive south 65 degrees 21 minutes 26 seconds west a distance of 15.55 feet to **THE POINT OF BEGINNING**

Containing 232 square feet, more or less.

The above described property is hereby conveyed in fee simple.

The consideration mentioned herein includes payment for the property acquired, also payment for any and all incidental damages to the remainder compensable under eminent domain.

REFERENCE: All boundaries, descriptions and tract references of the property conveyed herein was taken from the right-of-way plans for the above referenced Highway Project on file with the Tennessee Department of Transportation in Nashville, Tennessee, and it was prepared by an employee or agent of said Department. If and when metric data is contained in the said legal descriptions then that metric data is to be relied upon, as the English conversions are provided for information and convenience only.

Being all or a portion of the property conveyed to Grantor(s) under instrument of record in G.I. Book 8842, Page 829, in the Register's Office of Hamilton County, Tennessee.

The undersigned Grantor(s) does hereby acknowledge that the property rights herein described are donated to the Grantee with full knowledge of the right to receive just compensation for same, such right being voluntarily waived and relinquished by the Grantor(s). Grantor(s) hereby waives payment for the property conveyed herein and any other additions/features specifically noted herein or appearing in the Department of Transportation plans of the captioned project and tract, as well as payment for or the elimination of all actual or incidental damages to the remainder otherwise compensable under the Tennessee laws of eminent domain.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor(s) covenant with the Grantee that Grantor(s) are lawfully seized and possessed of said land in fee simple, have a right to convey it and the same is unencumbered.

And Grantor(s) do further covenant and bind ourselves/itself and our/its representatives, to warrant and forever defend the title to said land to the Grantee against the lawful claims of all persons claiming by, through, or under it, but not further or otherwise. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this _____ day of _____, 2025.

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF CHATTANOOGA, TENNESSEE

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the _____ of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, a Tennessee public corporation, the within named bargainor, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, a Tennessee public corporation, by himself/herself as such _____.

WITNESS my hand at office this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____

This Instrument Prepared By:
Tennessee Department of Transportation
Region II – Right of Way
7512 Volkswagen drive
Chattanooga, TN 37416

Owner’s Name and Address:
City of Chattanooga, Tennessee
101 E. 11th Street
Chattanooga, TN 37402

Mail Tax Bills To:
Owner is tax exempt

WARRANTY DEED

PROJECT
HPP-9202(116)
33960-2516-14

COUNTY
HAMILTON

TRACT
3-S

MAP / PARCEL
130/001.10

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF CHATTANOOGA, TENNESSEE,
a Tennessee public corporation,**

("Grantor(s)") for good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does transfer, convey, and donate unto the CITY OF CHATTANOOGA, TENNESSEE ("Grantee") the land and/or land rights, more particularly described as follows:

Situated in Hamilton County, Tennessee, WITHIN THE CORPORATE LIMITS OF THE CITY OF CHATTANOOGA

FEE SIMPLE ACQUISITION

Parcel: 1

COMMENCING at a proposed 6x6 concrete right-of-way monument at the intersection of the existing southern right-of-way of Volkswagen Drive and the proposed southern right-of-way of Volkswagen Drive being 47.58 feet right of Volkswagen Drive centerline station 23+43.70; thence along the proposed southern right-of-way of Volkswagen Drive north 66 degrees 56 minutes 00 seconds east a distance of 73.67 feet to the **POINT OF BEGINNING** being 54.62 feet right of Volkswagen Drive centerline station 24+20.00; thence along the proposed right-of-way line for the following four calls: north 66 degrees 56 minutes 00 seconds east a distance of 19.20 feet to a point being 55.75 feet right of Volkswagen Drive centerline station 24+40.00; thence south 26 degrees 01 minutes 14 seconds east a distance of 11.25 feet to a point being 67.00 feet right of Volkswagen Drive centerline station 24+40.00; thence south 63 degrees 32 minutes 41 seconds west a distance of 18.98 feet to a point being 67.00 feet right of Volkswagen Drive centerline station 24+20.00; thence north 26 degrees 53 minutes 24 seconds west a distance of 12.38 feet to **THE POINT OF BEGINNING**,

Containing 225 square feet, more or less.

Parcel: 2

COMMENCING at a proposed 6x6 concrete right-of-way monument at the intersection of the existing southern right-of-way of Volkswagen Drive and the proposed southern right-of-way of Volkswagen Drive being 52.00 feet right of Volkswagen Drive centerline station 28+56.16; thence along the proposed southern right-of-way of Volkswagen Drive south 65 degrees 15 minutes 20 seconds west a distance of 91.16 feet to the **POINT OF BEGINNING** being 52.00 feet right of Volkswagen Drive centerline station 27+65.00; thence along the proposed right-of-way line for the following four calls: south 24 degrees 44 minutes 40 seconds east a distance of 12.00 feet to a point being 64.00 feet right of Volkswagen Drive centerline station 27+65.00; thence south 65 degrees 15 minutes 20 seconds west a distance of 20.00 to a point being 64.00 feet right of Volkswagen Drive centerline station 27+45.00; thence north 24 degrees 44 minutes 40 seconds west a distance of 12.00 feet to a point being 52.00 feet right of Volkswagen Drive centerline station 27+45.00; thence north 65 degrees 15 minutes 20 seconds east a distance of 20 feet to **THE POINT OF BEGINNING**,

Containing 240 square feet, more or less.

The above described properties are hereby conveyed in fee simple.

The consideration mentioned herein includes payment for the property acquired, also payment for any and all incidental damages to the remainder compensable under eminent domain.

REFERENCE: All boundaries, descriptions and tract references of the property conveyed herein was taken from the right-of-way plans for the above referenced Highway Project on file with the Tennessee Department of Transportation in Nashville, Tennessee, and it was prepared by an employee or agent of said Department. If and when metric data is contained in the said legal descriptions then that metric data is to be relied upon, as the English conversions are provided for information and convenience only.

Being all or a portion of the property conveyed to Grantor(s) under instrument of record in G.I. Book 9546, Page 329 in the Register's Office of Hamilton County, Tennessee.

The undersigned Grantor(s) does hereby acknowledge that the property rights herein described are donated to the Grantee with full knowledge of the right to receive just compensation for same, such right being voluntarily waived and relinquished by the Grantor(s). Grantor(s) hereby waives payment for the property conveyed herein and any other additions/features specifically noted herein or appearing in the Department of Transportation plans of the captioned project and tract, as well as payment for or the elimination of all actual or incidental damages to the remainder otherwise compensable under the Tennessee laws of eminent domain.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor(s) covenant with the Grantee that Grantor(s) are lawfully seized and possessed of said land in fee simple, have a right to convey it and the same is unencumbered.

And Grantor(s) do further covenant and bind ourselves/itself and our/its representatives, to warrant and forever defend the title to said land to the Grantee against the lawful claims of all persons claiming by, through, or under it, but not further or otherwise. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this ____ day of _____, 2025.

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF CHATTANOOGA, TENNESSEE

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the _____ of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, a Tennessee public corporation, the within named bargainor, and that he/she as such

_____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, a Tennessee public corporation, by himself/herself as such _____.

WITNESS my hand at office this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____

<u>This Instrument Prepared By:</u> Tennessee Department of Transportation Region II – Right of Way 7512 Volkswagen drive Chattanooga, TN 37416	<u>Owner’s Name and Address:</u> City of Chattanooga, Tennessee 101 E. 11 th Street Chattanooga, TN 37402	<u>Mail Tax Bills To:</u> Owner is tax exempt
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State of Tennessee Department of Transportation

ROW FORM 24
Revision 11-26-2013

Closing Statement

STATE PROJ. #: 33960-2516-14

COUNTY: Hamilton

FED PROJ. #: HPP-9202(116)

TRACT: 1-S

PIN: 120361.00

CLOSING DATE:

OWNERS: Industrial Development Board of the City of Chattanooga

☐ TOTAL ACQUISITION

☐ PARTIAL ACQUISITION

DONATION

PART 1 DISBURSEMENT

A. Sale Price: \$0

B. Taxes for year N/A

☐ 1. Paid by Seller before Closing – No Charges.

☐ 2. Not paid before Closing – Charges as below:

City: \$

County: \$

C. Mortgage(s) Paid:

1-a Principal and Interest: \$

1-b Prepayment Penalty/Mtg. Release Cost: \$

2-a Principal and Interest: \$

2-b Prepayment Penalty/Mtg. Release Cost: \$

D. OTHER (Describe, if any)

1-a \$

19,778.001-b \$

TOTAL CHARGES: \$ \$0

NET TO SELLERS: \$ \$0

I certify that the above itemized charges deducted from the purchase price are true and correct.

Date Signature of Closing Agent

I (we) hereby acknowledge receipt of the amount shown as NET TO SELLER(s) on the above statement as due me (us).

Date Signature(s) of Seller(s)

PART II WITHHOLDING OF PERFORMANCE DEPOSIT

In accordance with the provisions of ROW Form-32A \$0 has been withheld from the payment for real property, and a check in that amount is hereby forwarded to the State.

Date Signature(s) of Seller(s)

PART III – STATEMENT AND CLAIM FOR REIMBURSEMENT OF INCIDENTAL EXPENSES:

Refer to the reverse side of this document for information and instruction relating to this Part. The before value of the property as determined by the State is herewith given:

Before Value \$

A. TAX REFUND (Use only when B.1 is designated in Part 1 and when an amount is allocable to a period after date of closing.)

1. Total amount of taxes paid through taxable year 20; \$. No. days after closing to end of taxable year: days remaining. If total acquisition, the amount due will be the number of days remaining divided by 365, multiplied by the amount paid for the taxable year. If a refund is indicated, show figures and attach copies of tax receipts.

(days remaining) X \$ (Paid) = \$

365

2. If partial acquisition, divide the sale price by the before value and multiply by the final amount shown in A1 above. Show figures.

\$ (sale price)/\$ (before value) X \$ = \$

3. Refund due (A.1. or A.2.) \$

B. MORTGAGE PREPAYMENT PENALTIES AND MORTGAGE RELEASE COSTS (from Part I)

From Part 1; C.1-b Date recorded or filed, 20 \$

C.2-b Date recorded or filed, 20 \$

C. OTHER (Describe and attach receipts or receipted bills)

\$

\$

TOTAL REIMBURSABLE INCIDENTAL EXPENSES \$0

I, (we), the Seller(s), certify that the expenses listed above were incurred by me (us) as incidental to transfer of the property to the State. I hereby make claim to be reimbursed in the amount of: \$ NONE

Date Signature(s) of Seller(s)

I certify that the above tabulation of incidental expenses is true and correct to the best of my knowledge.

Date Signature of Closing Agent

PAYMENT OF THIS CLAIM (PART III) IS APPROVED:

Date Signature of Approving Authority

State of Tennessee Department of Transportation
Closing Statement

ROW FORM 24
Revision 11-26-2013

STATE PROJ. #: 33960-2516-14
COUNTY: Hamilton
FED PROJ. #: HPP-9202(116)
TRACT: 1-S
PIN: 120361.00
CLOSING DATE:
OWNERS: Industrial Development Board of the City of Chattanooga

TOTAL ACQUISITION
PARTIAL ACQUISITION
DONATION

PART 1 DISBURSEMENT

A. Sale Price: \$0
B. Taxes for year N/A
1. Paid by Seller before Closing - No Charges.
2. Not paid before Closing - Charges as below:
City: \$
County: \$
C. Mortgage(s) Paid:
1-a Principal and Interest: \$
1-b Prepayment Penalty/Mtg. Release Cost: \$
2-a Principal and Interest: \$
2-b Prepayment Penalty/Mtg. Release Cost: \$
D. OTHER (Describe, if any)
1-a: \$
19,778.001-b: \$
TOTAL CHARGES: \$0
NET TO SELLERS: \$0

I certify that the above itemized charges deducted from the purchase price are true and correct.
Date Signature of Closing Agent
I (we) hereby acknowledge receipt of the amount shown as NET TO SELLER(s) on the above statement as due me (us).
Date Signature(s) of Seller(s)

PART II WITHHOLDING OF PERFORMANCE DEPOSIT

In accordance with the provisions of ROW Form-32A \$0 has been withheld from the payment for real property, and a check in that amount is hereby forwarded to the State.
Date Signature(s) of Seller(s)

PART III - STATEMENT AND CLAIM FOR REIMBURSEMENT OF INCIDENTAL EXPENSES:

Refer to the reverse side of this document for information and instruction relating to this Part. The before value of the property as determined by the State is herewith given:
Before Value \$
A. TAX REFUND (Use only when B.1 is designated in Part 1 and when an amount is allocable to a period after date of closing.)
1. Total amount of taxes paid through taxable year 20; \$ No. days after closing to end of taxable year: days remaining. If total acquisition, the amount due will be the number of days remaining divided by 365, multiplied by the amount paid for the taxable year. If a refund is indicated, show figures and attach copies of tax receipts.
(days remaining) X \$ (Paid) = \$
365
2. If partial acquisition, divide the sale price by the before value and multiply by the final amount shown in A1 above. Show figures.
\$ (sale price)/\$ (before value) X \$ = \$
3. Refund due (A.1. or A.2.) \$
B. MORTGAGE PREPAYMENT PENALTIES AND MORTGAGE RELEASE COSTS (from Part I)
From Part 1; C.1-b Date recorded or filed, 20 \$
C.2-b Date recorded or filed, 20 \$
C. OTHER (Describe and attach receipts or receipted bills)
TOTAL REIMBURSABLE INCIDENTAL EXPENSES \$0

I, (we), the Seller(s), certify that the expenses listed above were incurred by me (us) as incidental to transfer of the property to the State. I hereby make claim to be reimbursed in the amount of: \$ NONE
Date Signature(s) of Seller(s)

I certify that the above tabulation of incidental expenses is true and correct to the best of my knowledge.
Date Signature of Closing Agent
PAYMENT OF THIS CLAIM (PART III) IS APPROVED:
Date Signature of Approving Authority

Closing Statement

STATE PROJ. #: 33960-2516-14

COUNTY: Hamilton

FED PROJ. #: HPP-9202(116)

TRACT: 3-S

PIN: 120361.00

CLOSING DATE:

OWNERS: Industrial Development Board of the City of Chattanooga

☐ TOTAL ACQUISITION☐ PARTIAL ACQUISITION**DONATION**

PART 1 DISBURSEMENT

A. Sale Price: \$0

B. Taxes for year N/A

☐ 1. Paid by Seller before Closing – No Charges.☐ 2. Not paid before Closing – Charges as below:

City: \$

County: \$

C. Mortgage(s) Paid:

1-a Principal and Interest: \$

1-b Prepayment Penalty/Mtg. Release Cost: \$

2-a Principal and Interest: \$

2-b Prepayment Penalty/Mtg. Release Cost: \$

D. OTHER (Describe, if any)

1-a \$

19,778.001-b \$

TOTAL CHARGES: \$0

NET TO SELLERS: \$0

I certify that the above itemized charges deducted from the purchase price are true and correct.

Date Signature of Closing Agent

I (we) hereby acknowledge receipt of the amount shown as NET TO SELLER(s) on the above statement as due me (us).

Date Signature(s) of Seller(s)

PART II WITHHOLDING OF PERFORMANCE DEPOSIT

In accordance with the provisions of ROW Form-32A \$0 has been withheld from the payment for real property, and a check in that amount is hereby forwarded to the State.

Date Signature(s) of Seller(s)

PART III – STATEMENT AND CLAIM FOR REIMBURSEMENT OF INCIDENTAL EXPENSES:

Refer to the reverse side of this document for information and instruction relating to this Part. The before value of the property as determined by the State is herewith given:

Before Value \$

A. TAX REFUND (Use only when B.1 is designated in Part 1 and when an amount is allocable to a period after date of closing.)

1. Total amount of taxes paid through taxable year 20; \$. No. days after closing to end of taxable year: days remaining. If total acquisition, the amount due will be the number of days remaining divided by 365, multiplied by the amount paid for the taxable year. If a refund is indicated, show figures and attach copies of tax receipts.

(days remaining) X \$ (Paid) = \$
365

2. If partial acquisition, divide the sale price by the before value and multiply by the final amount shown in A1 above. Show figures.

(sale price)/\$ (before value) X \$ = \$

3. Refund due (A.1. or A.2.) \$

B. MORTGAGE PREPAYMENT PENALTIES AND MORTGAGE RELEASE COSTS (from Part I)

From Part 1; C.1-b Date recorded or filed, 20 \$

C.2-b Date recorded or filed, 20 \$

C. OTHER (Describe and attach receipts or receipted bills)

\$

\$

TOTAL REIMBURSABLE INCIDENTAL EXPENSES \$0

I, (we), the Seller(s), certify that the expenses listed above were incurred by me (us) as incidental to transfer of the property to the State. I hereby make claim to be reimbursed in the amount of: \$ NONE

Date Signature(s) of Seller(s)

I certify that the above tabulation of incidental expenses is true and correct to the best of my knowledge.

Date Signature of Closing Agent

PAYMENT OF THIS CLAIM (PART III) IS APPROVED:

Date Signature of Approving Authority

State of Tennessee Department of Transportation
Closing Statement

ROW FORM-24
Revision 11-26-2013

STATE PROJ. #: 33960-2516-14
COUNTY: Hamilton
FED PROJ. #: HPP-9202(116)
TRACT: 3-S
PIN: 120361.00
CLOSING DATE:
OWNERS: Industrial Development Board of the City of Chattanooga

TOTAL ACQUISITION
PARTIAL ACQUISITION
DONATION

PART 1 DISBURSEMENT

A. Sale Price: \$0
B. Taxes for year N/A
1. Paid by Seller before Closing - No Charges.
2. Not paid before Closing - Charges as below:
City: \$
County: \$
C. Mortgage(s) Paid:
1-a Principal and Interest: \$
1-b Prepayment Penalty/Mtg. Release Cost: \$
2-a Principal and Interest: \$
2-b Prepayment Penalty/Mtg. Release Cost: \$
D. OTHER (Describe, if any)
1-a 19,778.001-b \$
TOTAL CHARGES: \$ \$0
NET TO SELLERS: \$ \$0

I certify that the above itemized charges deducted from the purchase price are true and correct.
Date Signature of Closing Agent
I (we) hereby acknowledge receipt of the amount shown as NET TO SELLER(s) on the above statement as due me (us).
Date Signature(s) of Seller(s)

PART II WITHHOLDING OF PERFORMANCE DEPOSIT

In accordance with the provisions of ROW Form-32A \$0 has been withheld from the payment for real property, and a check in that amount is hereby forwarded to the State.
Date Signature(s) of Seller(s)

PART III - STATEMENT AND CLAIM FOR REIMBURSEMENT OF INCIDENTAL EXPENSES:

Refer to the reverse side of this document for information and instruction relating to this Part. The before value of the property as determined by the State is herewith given:
Before Value \$
A. TAX REFUND (Use only when B.1 is designated in Part 1 and when an amount is allocable to a period after date of closing.)
1. Total amount of taxes paid through taxable year 20; \$ No. days after closing to end of taxable year: days remaining. If total acquisition, the amount due will be the number of days remaining divided by 365, multiplied by the amount paid for the taxable year. If a refund is indicated, show figures and attach copies of tax receipts.
(days remaining) X \$ (Paid) = \$
365
2. If partial acquisition, divide the sale price by the before value and multiply by the final amount shown in A1 above. Show figures.
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B. MORTGAGE PREPAYMENT PENALTIES AND MORTGAGE RELEASE COSTS (from Part I)
From Part 1; C.1-b Date recorded or filed, 20 \$
C.2-b Date recorded or filed, 20 \$
C. OTHER (Describe and attach receipts or receipted bills)
TOTAL REIMBURSABLE INCIDENTAL EXPENSES \$0
I, (we), the Seller(s), certify that the expenses listed above were incurred by me (us) as incidental to transfer of the property to the State. I hereby make claim to be reimbursed in the amount of: \$ NONE
Date Signature(s) of Seller(s)

I certify that the above tabulation of incidental expenses is true and correct to the best of my knowledge.
Date Signature of Closing Agent
PAYMENT OF THIS CLAIM (PART III) IS APPROVED:
Date Signature of Approving Authority

RESOLUTION

A RESOLUTION AUTHORIZING THE ALLOCATION OF ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) FROM THE INDUSTRIAL DEVELOPMENT BOARD IDB RENEWING CHATTANOOGA ACCOUNT NR17 TO THE CHATTANOOGA HOUSING AUTHORITY (CHA) FOR PHASE 1 RENOVATION AND EXPANSION OF THE JAMES A. HENRY HUB AT 1241 GROVE STREET, AS A PART OF THE CITY AND CHA'S SUCCESSFUL \$50 MILLION CHOICE NEIGHBORHOODS IMPLEMENTATION GRANT FOR THE ONE WESTSIDE TRANSFORMATION PLAN.

BE IT RESOLVED, that the Industrial Development Board of the City of Chattanooga is hereby authorizing the allocation of \$1.5 million from the Industrial Development Board IDB Renewing Chattanooga Account NR17 to the Chattanooga Housing Authority (CHA) for Phase 1 renovation and expansion of the James A. Henry Hub at 1241 Grove Street, as a part of the City and CHA's successful \$50 million Choice Neighborhoods Implementation Grant for the One Westside Transformation Plan.

ADOPTED: June 2, 2025

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF CHATTANOOGA

Attest:

KERRY HAYES, Chair

GORDON PARKER, Secretary

TO: Industrial Development Board of Chattanooga Appointed Members

FROM: Charita Allen
Senior Advisor of Economic and Workforce Development

SUBJECT: Consideration of Resolution for a Funding Request from the Chattanooga Housing Authority in the amount of \$1,500,000.

RECOMMENDED ACTION:

Staff recommends that the IDB approve a funding request in the amount of \$1,500,000 from the Chattanooga Housing Authority.

RESOLUTION:

A resolution authorizing the allocation of \$1.5 million from the Industrial Development Board (IDB) Renewing Chattanooga Account NR17 to the Chattanooga Housing Authority (CHA) for Phase 1 renovation and expansion of the James A. Henry Hub at 1241 Grove St., as a part of the City of Chattanooga's and CHA's successful \$50M Choice Neighborhoods Implementation Grant for the One Westside Transformation Plan.

STATE OF TENNESSEE AUTHORIZING STATUTE:

Chapter 53 - **INDUSTRIAL DEVELOPMENT CORPORATIONS (§§ 7-53-101 — 7-53-317)**
Section 7-53-302 - Corporate powers - Meetings public

Section 7-53-302(a)(8)

(a) The corporation has the following powers, together with all powers incidental to such powers or necessary for the performance of those powers, to:

(8) Sell, exchange, donate and convey any or all of its properties, including, without limitation, all or any part of the rents, revenues and receipts of the corporation from its projects, whenever its board of directors shall find any such action to be in furtherance of the purposes for which the corporation was organized;

ALIGNMENT WITH ECONOMIC DEVELOPMENT PLANS:

This resolution aligns with the **ONE CHATTANOOGA PLAN** goal of “Build a Regional Economy” on three priorities: 1) Attract higher-paying jobs with targeted economic recruiting; **2) Grow household income for all Chattanoogaans through workforce development and skills training;** and 3) Refine Chattanooga's competitive advantages and traded clusters versus rival cities.

This resolution aligns with the Chattanooga Area Chamber of Commerce's **CHATTANOOGA CLIMBS Higher** Strategic Plan, funded by the City of Chattanooga and Hamilton County, on four priorities: 1) Create More High Quality Jobs; **2) Develop Skills for the New Economy;** **3) Grow Stronger Businesses;** and 4) Increase Regional Prosperity for All. Launched in 2019, the Chattanooga Climbs economic development strategy outlines an integrated economic development ecosystem with the

following components to be offered in the James A. Henry Hub: **Education, Training, and Skills Development, Public Health, and Entrepreneurial Support.**

SUMMARY OF NEED:

Renovation of the James A. Henry Community Hub played a significant role in the City's and CHA's successful \$50M Choice Neighborhoods Implementation Grant application. Community partners pledged \$21M in leverage for services that will be delivered at the Hub and are essential to meet the \$50M grant requirements. This redevelopment is more than just a building renovation. In addition to social services, the renovated facility will provide small business resources, including a commercial kitchen incubator. The overall project represents a significant investment in the well-being of the neighborhood and it is located at the gateway entrance to Downtown Chattanooga.

The request for funding is needed due to federal cuts. The previously committed Department of Energy C-Site grant in the amount of \$2.9M and a \$5M federal earmark from Congressman Fleischman will not be forthcoming. This loss of \$7.9M resulted in a funding gap of \$6,055,290. The City of Chattanooga is providing \$4.5M towards filling the gap. Even with the city's help, there's still \$1.5 million needed to fully fund the project.

BACKGROUND AND HISTORY:

In 2018, the NR17 Renewing Chattanooga fund was created at the IDB for eligible catalytic economic development projects in disinvested communities. Funds could also be used for economic developments projects investing in or rehabilitation blighted, vacant properties.

FISCAL IMPACT:

Approval of this request would decrease the NR14 IDB PILOTs fund by \$1,500,000. The fund balance as of May 1, 2025 is \$2,873,422. Approval of this request would leave a balance of \$1,373,422 with one grant commitment of \$205,000 to be paid out in small installments over the next five years.

The following monies are expected to be received by the IDB in 2025 through Spring of 2026 totaling roughly \$1,348,037.

1. PILOT Economic Development Fees: Approximately **\$459,037.**
2. Chattanooga Neighborhood Enterprise (CNE) Small Business Programs: **\$538,000.**
3. Neighborhood Reinvestment Revolving Loan Repayments: **\$331,000.**
4. High Growth High Jobs Investment Match from Hamilton County Government: **\$20,000.**



CITY OF CHATTANOOGA
Mayor Tim Kelly

May 20, 2025

Industrial Development Board of Chattanooga
City of Chattanooga
101 East 11th Street
Chattanooga, TN 37402

Re: Chattanooga Housing Authority Request for Funding Renovations at the James A. Henry Community Hub

Dear Members of the Industrial Development Board:

The Chattanooga Housing Authority has reached out to the City of Chattanooga, and other partners, to request funding to fill a construction gap on Phase I of the One Westside project in our downtown core. This funding crisis is the result of the loss of a \$2.9 million Department of Energy grant and a \$5 million federal earmark from Congressman Fleischman which will not be forthcoming. Additionally, excess foundry sand and sewer line issues, which plague most of our older public facilities, have resulted in higher than expected costs.

The City is stepping in to provide \$4.5 million, which leaves a remaining \$1.5 million. Many city departments and community leaders have worked tirelessly over the past three years to bring this vital redevelopment to fruition. And, we are committed to making this critically important project happen.

This is a rare request that the City of Chattanooga does not take lightly. I am writing to ask you, members of the Industrial Development Board of Chattanooga, to consider this request for \$1.5 million in gap funding. The Chattanooga Housing Authority will provide an overview of the project and answer your questions. Again, this project is important to the future of our community.

Sincerely,

Tim Kelly
City of Chattanooga Mayor

CHATTANOOGA HOUSING AUTHORITY

BOARD OF COMMISSIONERS

JAMES H. LEVINE, CHAIRPERSON
EDNA E. VARNER, VICE-CHAIRPERSON
CARL W. HENDERSON
NICOLE HEYMAN
EDDIE F. HOLMES
ADAM KINSEY
JEFFERY McLENDON



ELIZABETH F. MCCRIGHT
EXECUTIVE DIRECTOR

801 N. HOLTZCLAW AVENUE
CHATTANOOGA, TN 37404-1236
TEL (423) 668-2374
FAX (423) 668-2374
TN Relay Svc 711
www.chahousing.org

May 15, 2025

Mayor Tim Kelly
City Hall
101 East 11th Street
Chattanooga, TN 37402

Re: James A. Henry Community Hub

Dear Mayor Kelly:

Many thanks for your ongoing support of the One Westside Transformation Plan. We appreciate your commitment to the success of the project. I am writing to advise you about recent unexpected developments in the Phase 1 renovation and expansion of the James A. Henry Hub. As a refresher, Phase 1 of the James A. Henry Hub includes a new Head Start center and a community health clinic. The renovation of this public facility is tied to the City's and CHA's successful \$50M Choice Neighborhoods Implementation Grant. This redevelopment is more than just a building renovation; it represents a significant investment in the well-being of the neighborhood.

By way of background, on April 14, 2025, my staff and I met with Jermaine Freeman and Richard Beeland relating to a funding gap for Phase 1. Although we had assembled all funds for Phase 1 by the time construction began on August 5, 2024, we recently learned that the Department of Energy C-Site grant in the amount of \$2.9M and a \$5M federal earmark from Congressman Fleischman would not be forthcoming. This loss of \$7.9M resulted in a funding gap of \$6,055,290. This figure was shared with Jermaine and Richard at the meeting.

Since January, there have been multiple change orders and increased costs due to unforeseen conditions at the site, including, but not limited to, an excessive amount of foundry sand that required remediation and the discovery of undocumented underground sewer and sanitary lines.

As you are aware, the Hub played a significant role in the City's and CHA's successful \$50M Choice Neighborhoods Implementation Grant application. Our community partners who pledged \$21M in leverage for services that will be delivered at the Hub are essential to meet the grant requirements.

Without the necessary federal funding to complete construction on the Hub, low-income and vulnerable individuals will lose access to vital social services designed to support their well-being. This includes assistance with housing, food security, physical health and dental care, mental health care, addiction services, employment resources, youth programming — all crucial for stability and resilience. The delay or cancellation of the Hub will disproportionately harm those already facing systemic barriers, deepening inequality and limiting opportunities for upward mobility.

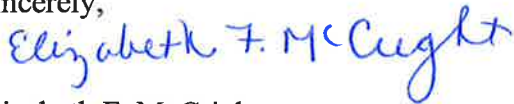
Designed with a community-centered approach, the James A. Henry Hub will provide a range of services and amenities that will improve the lives of everyone in the community, from children and youth to adults and seniors. The Hub is envisioned as the heart of the Westside, ensuring area residents have the resources they need to thrive.

Given these unforeseen circumstances, I respectfully request the City's assistance in bridging the \$6M gap.

My Board Chairman Jim Levine and I are available to meet with you to discuss the situation in more detail if you so desire.

Many thanks for consideration of this request.

Sincerely,



Elizabeth F. McCright
Executive Director

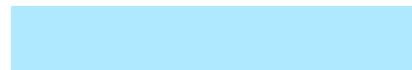
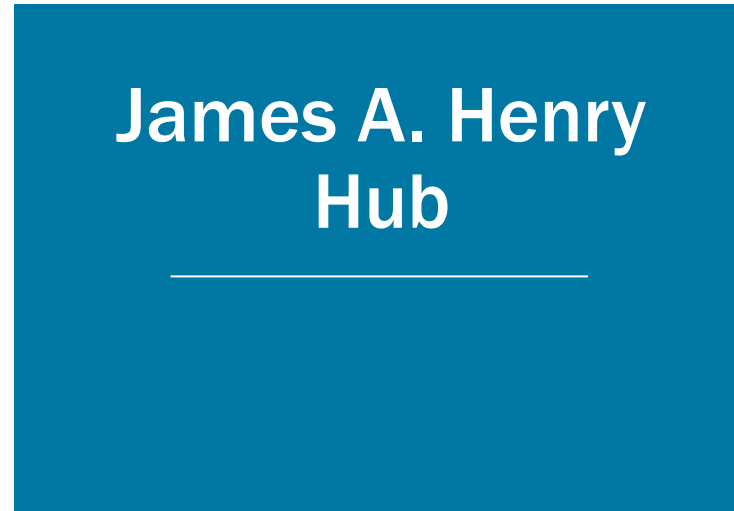
One Westside

Westside Community Evolves

Past. Present. Future.

Cover image by local artist Charlie Newton | 'Maiden Voyage'





History & Background

- The **James A. Henry building**, located on Grove Street, has long been a central feature of the Westside neighborhood.
- It was originally built as an elementary school in **1937**, closed in 1980 but continued to serve as a **community resource** in the late 1990s and early 2000s.
- It was named after the Principal James A. Henry, the first African American of **Howard High School** in Chattanooga.



James A. Henry Hub Phase 1

Renovation of Existing School and Addition of Health Center

Tricon Construction Engaged: May 2024
Groundbreaking: July 16, 2024
Construction Start Date: August 5, 2024
Construction Duration: 12 months

Amenities include: 117 Head Start Seats, Head Start playground, industrial kitchen, incubator space, classrooms for programming (educational, social recreational), Erlanger health center



Choice Neighborhoods Grant- People Component



Phase 1 renovations enabled us to attract over \$20M in leveraged support from HUD in connection with CNI

Approach to breaking cycles of generational poverty:

- ☐ Education
- ☐ Health
- ☐ Income and Employment
- ☐ Early Learning

Providers at James A. Henry starting Phase 1



City of Chattanooga Headstart



Chattanooga Head Start committed **\$8,589,916.00** to:

- Open a new Head Start Center, and increasing access to high-quality early childhood education for College Hill Courts families.
- Provide comprehensive early learning programs for infants, toddlers, and preschoolers, ensuring children receive strong educational foundations, nutritious meals, and social-emotional support.
- Provide more than double the number of Head Start seats in the community, providing valuable resources for early childhood development, health, and family well-being

The Boys & Girls Club of Chattanooga (BGCC)
committed **\$3,313,348.00** to:

- Establish a new Clubhouse at the James A. Henry.
- Provide youth ages 6-18 with outcome-based programming focused on academic success, leadership development, and healthy lifestyles.
- Provide After-school activities such as tutoring, STEM learning, and college prep, along with job readiness training and wellness education.

Boys and Girls Clubs of Chattanooga



Providers at James A. Henry starting Phase 1



Chattanooga Area Food Bank



The Chattanooga Area Food Bank (CAFB) committed **\$360,000.00** to:

- Address food insecurity by establishing a new food pantry, serving 150 families each year.
- Distribute fresh produce, pantry staples, and prepared meals, while supporting a community garden initiative at Sheila Jennings Park to promote nutrition education and sustainable food access.
- Offer food safety training to CHA staff and volunteers, ensuring the continued well-being of residents throughout the 8-year grant period.

Erlanger Community Health Centers (ECHC) committed **\$2,694,774.00** to:

- Open a new health clinic services at the James A. Henry Hub.
- Provides a full range of services, including primary care, pediatrics, counseling, and dentistry with with an advance Family Nurse Practitioner and Medical Assistants.
- Offer primary care visits, case management, and dental screenings to residents, ensuring access to quality healthcare services, regardless of insurance or ability to pay.

Erlanger Community Health Center





BOYS & GIRLS CLUB
OF CHATTANOOGA



HAMILTON
COUNTY
SCHOOLS

Education



Income &
Employment



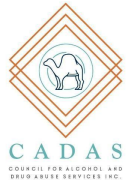
MacLellan



Head
Start



Early
Learning



Mental Health
Cooperative



CHI Memorial



CHATTANOOGA AREA
FOOD BANK



Health &
Wellness

James A. Henry Phase 1 Budget

\$16,675,000

Phase 1 Budget: \$14.5M with \$2,175,000 Contingency

Sources of Funding

2022 Federal Earmark	\$3M
2024 Federal Earmark	\$5M
DOE C-Site Grant	\$2.9M
Choice Grant	\$2.3M
Hamilton County ARPA	\$2M
City ARPA	\$2M
City Affordable Housing Fund	\$1M
City FY 2024 Capital Fund	\$1.5M
Journey Health Foundation	\$1.2M
Robert F. Stone Foundation	\$750,000
Maclellan Foundation	<u>\$100,000</u>
Total Sources	<u>\$21,175,000</u>



Future Plans for the HUB

Phase 2

James A. Henry Expansion

Budget Estimate: \$10,848,750

Construction Start Date: Q3 2025
(pending funding availability)

Construction Duration: 12 Months

Amenities include: Gymnasium, multipurpose room, IT center, Boys & Girls Clubhouse, catering kitchen, meeting spaces, office space

Phase 3

Sheila Jennings Park Renovation

Budget Estimate: \$4,634,468

Construction Start Date: Q1 2027

Construction Duration: 12 Months

Amenities include: Community garden, multipurpose field, multipurpose court, walking trail, performance area, splash pad

Phase 4

Parking and Infrastructure

Budget Estimate: \$2,365,000

Construction Start Date: Q4 2027

Construction Duration: 12 Months

Thank You!

Should you have questions, please feel free to contact:

Betsy McCright, Executive Director
Chattanooga Housing Authority
801 North Holtzclaw Avenue
Chattanooga, TN 37404

(423) 322-5133 or bmccright@chahousing.org



RESOLUTION

A RESOLUTION AUTHORIZING THE TRANSFER OF ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) FROM THE INDUSTRIAL DEVELOPMENT BOARD IDB PILOTS FUND ACCOUNT NR14 TO THE IDB RENEWING CHATTANOOGA ACCOUNT NR17 WHICH WAS CREATED FOR ELIGIBLE CATALYTIC ECONOMIC DEVELOPMENT PROJECTS IN DISINVESTED COMMUNITIES AND FOR ECONOMIC DEVELOPMENT PROJECTS INVESTING IN OR REHABILITATION OF BLIGHTED, VACANT PROPERTIES.

BE IT RESOLVED, that the Industrial Development Board of the City of Chattanooga is hereby authorizing the transfer of \$1.5 million from the Industrial Development Board IDB PILOTS Fund Account NR14 to the IDB Renewing Chattanooga Account NR17 which was created for eligible catalytic economic development projects in disinvested communities and for economic development projects investing in or rehabilitation of blighted, vacant properties.

ADOPTED: June 2, 2025

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF CHATTANOOGA

Attest:

KERRY HAYES, Chair

GORDON PARKER, Secretary

RESOLUTION

A RESOLUTION AUTHORIZING AN INNOVATION GRANT PAYMENT OF TWENTY-TWO THOUSAND DOLLARS (\$22,000.00) TO INTERSIGN CORPORATION FOR THE CREATION OF TWENTY-TWO (22) NEW ELIGIBLE JOBS OVER THE PRECEDING EIGHTEEN (18) MONTHS, AS VERIFIED BY THE TENNESSEE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT WAGE REPORT DATED DECEMBER 31, 2024; AND FOR THE IMPLEMENTATION OF INNOVATION AND INNOVATIVE EQUIPMENT SYSTEMS IN ACCORDANCE WITH CHATTANOOGA CITY CODE, PART II, CHAPTER 11, ARTICLE XVIII, SECTION 11, SUPPORTING LOCAL INNOVATION INITIATIVES TO DIVERSIFY THE CHATTANOOGA ECONOMY AND INCREASE WAGES; AND TO BE FUNDED FROM THE REMAINING CITY OF CHATTANOOGA ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000.00) ALLOCATION TO ACCOUNT NR18 INNOVATION Z00313.

BE IT RESOLVED, that the Industrial Development Board of the City of Chattanooga is hereby authorizing an Innovation Grant payment of \$22,000.00 to InterSign Corporation for the creation of twenty-two (22) new eligible jobs over the preceding eighteen (18) months, as verified by the Tennessee Department of Labor and Workforce Development Wage Report dated December 31, 2024; and for the implementation of innovation and innovative equipment systems in accordance with Chattanooga City Code, Part II, Chapter 11, Article XVIII, Section 11, supporting local innovation initiatives to diversify the Chattanooga economy and increase wages; and to be funded from the remaining City of Chattanooga \$170,000.00 allocation to account NR18 Innovation Z00313.

ADOPTED: June 2, 2025

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF CHATTANOOGA

Attest:

KERRY HAYES, Chair

GORDON PARKER, Secretary



Industrial Development Board Company Summary

Incentive Type:

Innovation Grant Incentive

Company Name:

InterSign Corporation

Physical Address:	2156 Amnicola Hwy Chattanooga, TN 37406
Mailing Address:	Same as above
Phone Number:	(800) 322-8426
Web Address (URL):	https://www.intersign.com/
Corporate Structure:	For profit corporation
Primary Industry:	Digital, 3-D, and laser cut Print Technology
General Description of the Company:	The company designs and 3-D prints components for signs and other products
Innovation Committee Approved?	Yes
Application Committee Approved?	Yes
Recommended Award Amount?	\$22,000



INTERSIGN
CORPORATION

888.273.8726 | emailus@intersign.com
www.INTERNSIGN.com

Company Overview



Founded in 1987, we are a Chattanooga-based manufacturing company proudly rooted in the community.

Privately held by Hank McMahon and Jim Roides, our company has grown to employ approximately **207 full-time team members** as of May 15, 2025. We do not employ part-time staff, which reflects our commitment to stable, long-term employment.

We specialize in serving the **hospitality and healthcare markets**, providing custom manufacturing solutions to **hundreds of domestic and international clients**. Our annual revenues exceed **\$25 million**.

Our client portfolio includes industry leaders such as **Hilton, Marriott, IHG, FedEx, and Direct Supply**.

Locally, we have maintained a strong partnership with **Vision Hospitality Group**, contributing to notable Chattanooga projects such as **The Edwin Hotel, The Kinley Hotel**, and the **new Embassy Suites currently under construction downtown**—all of which feature our custom interior signage solutions.

Hilton®



IHG[®] HOTELS & RESORTS



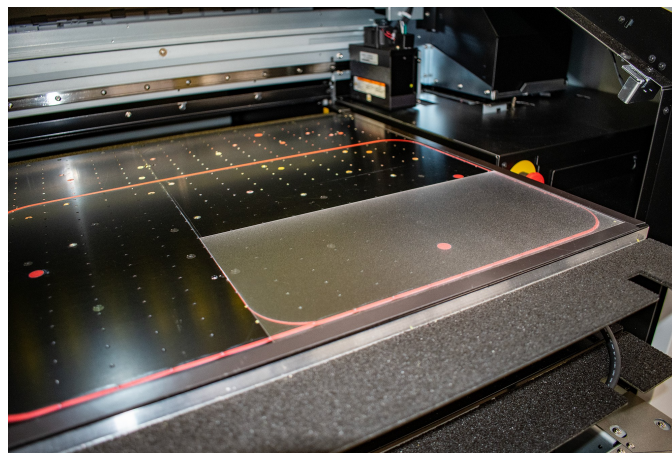
Digital Print Modernization

We have made **substantial investments in advanced digital printing technology** to enhance quality, efficiency, and production capacity.

- In the past **12 months alone**, we have invested **over \$1 million** in new digital equipment.
- Over the last **three years**, we have fully modernized our digital print operations, replacing all legacy equipment with **six new state-of-the-art flatbed and roll-to-roll printers**, representing a total capital investment exceeding **\$2 million**.

These upgrades position us to better serve our growing customer base, support increased demand, and expand our capabilities in both the hospitality and healthcare sectors. They're not only transforming our production capabilities—they're **strengthening our workforce**. By adopting cutting-edge digital systems, we're:

- **Creating opportunities for employee upskilling and cross-training**
- **Improving job retention** by moving team members into higher-skill, future-ready roles
- **Positioning our company for sustainable growth**, which directly supports employment stability and expansion in the Chattanooga area



Digital Print: Today vs. Tomorrow

Our investment in digital technology is more than an upgrade—it's a transformation.

Today, digital printing supports high-quality, 2D production that meets the needs of our core markets. But tomorrow, we're pushing boundaries.

We are actively transitioning from traditional 2D printing to **layered and 3D print capabilities**, opening new avenues for **tactile, dimensional, and multi-surface applications**.

This shift is not only **changing how we manufacture**—it's revolutionizing what we can offer. We're entering new markets, developing innovative products, and evolving our processes to stay at the forefront of industry trends.



2D Printing



3D Printing



Completed Sign

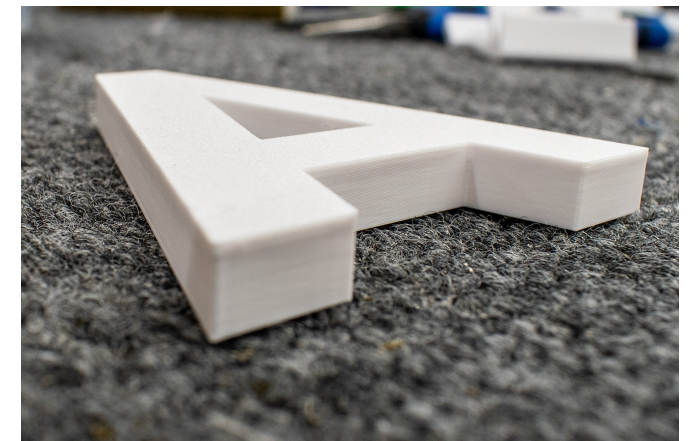
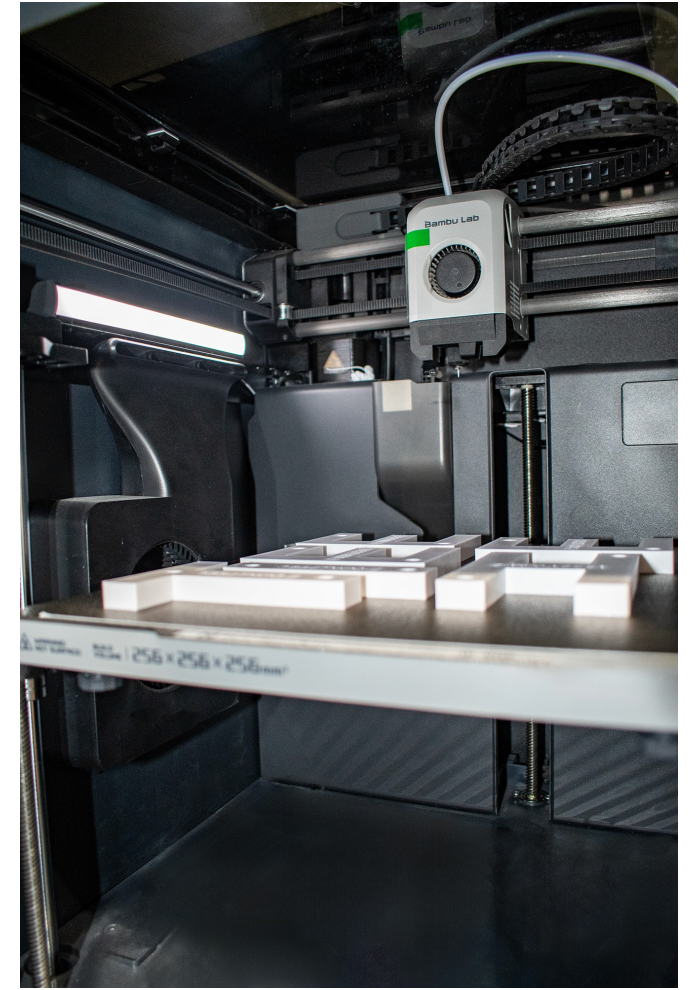
Scaling Up: 3D Print Integration

We are actively pursuing advancements in **3D digital printing and scanning technologies** to revolutionize our production capabilities and stay ahead of industry trends.

- Over the past **18 months**, we have invested in **24 new 3D print devices**, representing a capital investment of more than **\$100,000**.
- These devices are enabling a shift from **traditional manufacturing methods** to **cutting-edge 3D production**, opening the door to greater design flexibility, improved efficiency, and innovative product development.
- We continue to **aggressively research and integrate** 3D technology to remain competitive and to support emerging needs across hospitality, healthcare, and beyond.

This investment is laying the groundwork for new services, expanded market reach, and **future workforce development** in high-tech, skilled roles.

“Investing in 3D printing means investing in the future of signage—and the future of our workforce.”



3D Printing In Action



April Watson

2025-05-21 18:30:23

This is great!! Pics looks great as well.
Thank you both!! @colin cady @Brandi
Morris I'll circle back with any changes.

Our investment in 3D technology is reshaping how we serve our customers—enhancing both the **scope** and **speed** of our manufacturing capabilities.

We are now leveraging 3D printing to produce:

- Signage hardware and mounting systems
- Dimensional letters and raised text
- MRO (Maintenance, Repair, and Operations) components
- Peripheral and specialty signage elements

This technology has introduced an entirely **new dimension of customization and efficiency** to our production process. By transitioning away from traditional fabrication methods, we are achieving:

- Shorter lead times
- Higher product quality
- Greater design flexibility

As demand continues to grow, we anticipate **accelerated adoption** of 3D printing across our operations—supporting innovation, job growth, and enhanced service for both local and global clients.





Industrial Development Board Company Summary

Incentive Type:

Innovation Grant Incentive

Company Name:

InterSign Corporation

Physical Address:	2156 Amnicola Hwy Chattanooga, TN 37406
Mailing Address:	Same as above
Phone Number:	(800) 322-8426
Web Address (URL):	https://www.intersign.com/
Corporate Structure:	For profit corporation
Primary Industry:	Digital, 3-D, and laser cut Print Technology
General Description of the Company:	The company designs and 3-D prints components for signs and other products
Innovation Committee Approved?	Yes
Application Committee Approved?	Yes
Recommended Award Amount?	\$22,000

Innovation District Grant Application

* Indicates required field

Email Address *

philharris@intersign.com

Name of person completing this application: *

Phil Harris

What is your role within this company? *

CFO

Please list your contact phone numbers: *

(423) 503-3159

What is the name of the company? *

Intersign Corporation

What is the physical address of this company's location for which you are applying? *

2156 AMNICOLA HIGHWAY

What is the mailing address of this company's location for which you are applying? *

same

If same, type "SAME" on the line.

What is your business entity type? *

For Profit Corporation



How many full time employees in total does this company employ? *

195

Full time employees are employees who work at least 30 hours per week and are compensated for working at least 30 hours per week

What is the number of full time employees hired during prior 18 month period from date of application? *

22

If your company has not hired 10 or more employees new employees in the preceding 18 months, please do not continue this application. Your company does not qualify according to the legislation which governs this grant.

Please upload a spreadsheet or document listing full time positions created within the past 18 months. In addition, list the hire date and hourly wage rate for each position *

Choose File

No file chosen

One file only.

100 MB limit.

Allowed types: doc, docx, odt, odp, xls, xlsx, ods.

What is the company's website? *

www.intersign.com

Please provide the company's Federal Tax ID Number. *

62-1327520

What is the company's state of formation? *

Tennessee

What industry or market segment best describes your niche? *

Manufacturing and creative/design services

e.g. logistics, healthcare, retail, restaurant, service business, general business, consulting, etc

What is the service/product produced? *

Interior signage, decor and visual graphics

What makes your company's product or production processes innovative?

Will answer in my email |

Please list the applicant's officers and directors. *

Hank McMahon, CEO; Jim Roides COO; Phil Harris, Pres and CFO

Is the company registered to conduct business in Tennessee? *

☒ Yes ☐ No

Please upload a certificate of Authorization/Good Standing if the company has operated for one full year or more. For companies that have been in operation in Tennessee for less than one year upload either a Certificate of Existence. Please visit Tennessee Secretary of State Certificate of Existence page for more information *

Choose File

No file chosen

One file only.

100 MB limit.

Allowed types: pdf, doc, docx, odt, ods, xls, xlsx.

Do you have a certificate available now? *

☒ I am uploading a certificate now ☐ I will submit a certificate later

Have all property taxes been paid? *

☒ Yes ☐ No

Have all business taxes been paid? *

☒ Yes ☐ No

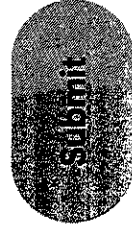
Does the company have a valid/unexpired license in the City of Chattanooga/Hamilton County? *

☒ Yes ☐ No

To the best of my knowledge and belief, the information contained in this Chattanooga Application for Incentives is true and correct, as evidenced by my confirmation below. I further certify that the business entity is in good standing under the laws of jurisdiction(s) in which the entity organized or authorized to conduct business and that no delinquent taxes are owed to any taxing entity. Furthermore, I understand the incentive will reimburse a Qualified Small Business for all or part of its documented expenditures related to the acquisition, preparation or occupancy of office space and other facilities with the City, costs of moving to or relocating within or to the City, costs associated with initial or ongoing training of employees located at the Qualified Project Site, or other such costs or expenses.

A copy of your responses will be emailed to the address you provided.

☒ I confirm the statements shown above. *



INTERSIGN CORPORATION

Entity Type: For-profit Corporation
Formed in: TENNESSEE
Term of Duration: Perpetual
Shares of Stock: 1,000,000

Status: Active
Control Number: 000191274
Initial Filing Date: 7/9/1987 4:30:00 PM
Fiscal Ending Month: December
AR Due Date: 04/01/2026

<u>Registered Agent</u>	<u>Principal Office Address</u>	<u>Mailing Address</u>
JAMES H MCMAHON	2156 AMNICOLA HWY	2156 AMNICOLA HWY
2156 AMNICOLA HWY	CHATTANOOGA, TN 37406-2305	CHATTANOOGA, TN 37406-2305
CHATTANOOGA, TN 37406		
AR Standing: Good	RA Standing: Good	Other Standing: Good
		Revenue Standing: Good

History (50)

Name History (4)



10732183



Tennessee Corporation Annual Report Form

File online at: <https://TNBear.TN.gov/>

Due on/Before: 04/01/2025

Reporting Year: 2024

AR Filing #: 10732183

FILED: Dec 18, 2024 10:55AM

Annual Report Filing Fee Due:

\$20 if no changes are made in block 3 to the registered agent/office, or
\$40 if any changes are made in block 3 to the registered agent/office

This Annual Report has been successfully
paid for and filed. Please keep this report for
your records.

Payment-Credit Card - State Payment
Center - CC #: 3888481478

SOS Control Number: 191274

For-profit Corporation - Domestic

Date Formed: 07/09/1987

Formation Locale: TENNESSEE

(1) Name and Mailing Address:

INTERSIGN CORPORATION
PHIL HARRIS
2156 AMNICOLA HWY
CHATTANOOGA, TN 37406-2305

(2) Principal Office Address:

PHIL HARRIS
2156 AMNICOLA HWY
CHATTANOOGA, TN 37406-2305

(3) Registered Agent (RA) and Registered Office (RO) Address:

JAMES H MCMAHON
2156 AMNICOLA HWY
CHATTANOOGA, TN 37406-2305

Agent Changed: No

Agent County: HAMILTON COUNTY

(4) Name and business address (with zip code) of the principal officers.

Title	Name	Business Address	City, State, Zip
President	James H McMahon	2156 Amnicola Highway	Chattanooga, TN 37406
Secretary	James M Roides	2156 Amnicola Highway	Chattanooga, TN 37406

(5) Board of Directors names and business address (with zip code). None pursuant to T.C.A. §48-18-101(c), or listed below.

Name	Business Address	City, State, Zip
James H McMahon	2156 Amnicola Highway	Chattanooga, TN 37406
James M Roides	2156 Amnicola Highway	Chattanooga, TN 37406

(6) Signature: Electronic

(7) Date: 12/18/2024

(8) Type/Print Name: Phil Harris

(9) Title: CFO



**Hamilton County
Business Tax Standard License**

June 11, 2024

INTERSIGN CORPORATION
PO BOX 5996
CHATTANOOGA TN 37406-0996

Letter ID: L0856247104
Expiration Date: 15-May-2025
Return Due By: 15-Apr-2025

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1000395206 and your classification is 3. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2025. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA



**Hamilton County
Business Tax Standard License**

This certificate must be publicly displayed.

INTERSIGN CORPORATION
2156 AMNICOLA HWY
CHATTANOOGA TN 37406-2306



Date Issued: 11-Jun-2024
Classification: 3
Letter ID: L0856247104
License Number: 1000395206
Expiration Date: 15-May-2025



**City of Chattanooga
Business Tax Standard License**

June 11, 2024

INTERSIGN CORPORATION
PO BOX 5996
CHATTANOOGA TN 37406-0996

Letter ID: L2000563008
Expiration Date: 15-May-2025
Return Due By: 15-Apr-2025

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1000395206 and your classification is 3. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2025. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

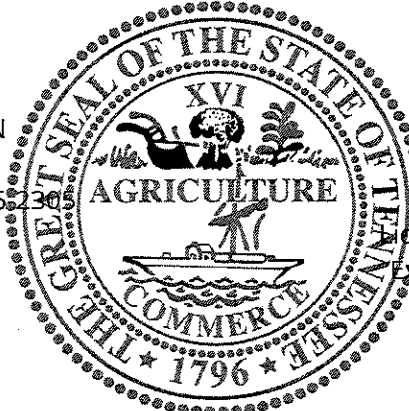
DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA



**City of Chattanooga
Business Tax Standard License**

This certificate must be publicly displayed.

INTERSIGN CORPORATION
2156 AMNICOLA HWY
CHATTANOOGA TN 37406-2300



Date Issued: 11-Jun-2024
Classification: 3
Letter ID: L2000563008
License Number: 1000395206
Expiration Date: 15-May-2025

INNOVATION DISTRICT GRANT AGREEMENT

This Innovation Grant Agreement ("Agreement") is entered by and between the Industrial Development Board ("Grantor"), the City of Chattanooga, and **InterSign Corporation**, a Tennessee Corporation. ("Business").

The purpose of the City of Chattanooga Innovation Grant Program ("Program") is to support economic development in the city of Chattanooga, Tennessee by **rewarding innovative qualified businesses**, as defined in the Chattanooga City Code, **to create jobs and innovate in the City of Chattanooga**. The source of funding for this Program comes from the City of Chattanooga Industrial Development Board. **The amount of this Award is \$22,000 as a reimbursement of documented expenditures and/or job creation.**

1. TERM. Unless specified hereinbelow, the term of this Agreement shall be one (1) year.

2. ACKNOWLEDGEMENT OF BUSINESS OBLIGATIONS. Business hereby acknowledges and agrees that: (a) this Award is made in reliance on Business' representations, warranties, covenants and agreements made herein and in their application submitted to the City of Chattanooga ECD, and that (b) upon any violation or breach of any such representation, warranty, covenant or agreement (including, without limitation, Business' failure or refusal to complete and submit the Application within the time period specified herein), Business shall be subject to any and all remedies listed in Section 8, including repayment of the full Award to Grantor, as well as any amounts the Grantor determines Business received under the Program, all as further provided herein.

3. CONDITIONS TO PAYMENT OF FUNDS; PAYMENT TERMS. The Business must complete and sign this Agreement and IRS W-9 form and submit these items with all other verifying information, as provided in the Program requirements. If you are unable to complete an IRS W-9 form with an EIN (not your social security number) because you are a sole-proprietor, please also submit Schedule C of IRS form 1040.

Disbursements of the Award will be made upon Grantor's receipt and review of an executed original of this Agreement together with copies of all Verifying Information from the Business. Upon Grantor's confirmation of all required documentation and determination of Award, the Award shall be directly deposited in the Business account specified in the applicant's completed ACH form.

4. BUSINESS' REPRESENTATIONS AND WARRANTIES. Business represents and warrants to Grantor as follows:

a. *Authority and validity of obligations.* Business has full right and authority to enter into this Agreement. The person signing this Agreement has full authority to sign this Agreement on behalf of the Business, and obligate the Business to the performance of each and all of the obligations under the Agreement.

b. *Compliance with Laws.* To the best of my knowledge, information, and belief after reasonable due diligence and investigation to determine the accuracy of this representation, Business represents that it is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the operations of Business.

c. *Application.* All statements and information contained in this Agreement, the application or any other form or document submitted by Business in connection with the Program are true, complete and correct, as of the date hereof.

d. *Size of Business.* The Business employed 100 or fewer persons either at the time of the application or as of the date of this Agreement.

e. The above warranties and representations are made as of the Date set forth by the Business on page one (1) of this Agreement and shall be deemed to be ongoing representations during the term of this Agreement.

5. COVENANTS OF BUSINESS. The Business covenants that:

a. *Performance Obligations.* Business shall comply with all terms and conditions of this Agreement. Business shall promptly provide Grantor with written notice of any changes that would materially impact compliance with the covenants contained herein.

b. *Repayment Obligations.* Upon (i) the occurrence of an unremedied Event of Default (as described in Section 9) or (ii) a determination by Grantor or HUD that the Award was granted to the Business in contravention of the federal or state rules or regulations for the Program, the Business shall promptly repay the Award and/or such Program amounts determined by HUD or the Grantor to be due and payable.

c. *Required Reports.* During the Term of this Agreement, the Business shall provide the Grantor with such reports as requested by the Grantor to assist in evaluation of the Program's effectiveness and to determine compliance with this Agreement.

d. *Verification of Award Use, Maintenance of Records.* Business shall maintain all records, documentation and other evidence pertaining to this Agreement for no less than five (5) years after the date the Award is deposited in Business' account.

e. *Inspection and Audit.* Business shall permit the Grantor and its duly authorized representatives

to visit and inspect any of the Business's properties, books, accounts and financial records related to the purposes of the Award, and to discuss the affairs, finances and accounts with, and to be advised as to the same by, its officers, and independent public accountants.

f. *Compliance with Laws.* Business will comply in all material respects with the requirements of all applicable federal, state and local laws, rules, and regulations.

g. *Indemnification.* Business agrees to indemnify, defend and hold harmless the Grantor, and their respective departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims, and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following: (i) any claim, demand, action, citation or legal proceeding arising out of or resulting from the Award; (ii) any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by Business of any representation or warranty made by the Business in this Agreement; (iii) any claim, demand, action, citation or legal proceeding which results from an act or omission of Business or any of their agents in its or their capacity as an employer of a person; and (iv) any claim, demand, action, citation or legal or administrative proceeding arising out of or resulting from Business' breach of the terms and covenants set forth herein.

6. EVENTS OF DEFAULT. Any one or more of the following shall constitute an event of default (an "Event of Default") hereunder:

a. *Noncompliance with Agreement.* Business' default in the observance or performance of any provision of this Agreement;

b. *Material Misrepresentation.* Any representation or warranty made in this Agreement, the Certification or in any other form or document furnished by the Business pursuant to this Agreement, or in connection with the Program, proves untrue, inaccurate or incomplete in any material manner as determined in the sole discretion of the Grantor;

7. REMEDIES UPON DEFAULT. If, after notice of default and opportunity to cure (if any), there remains an unremedied Event of Default, the Grantor may, at its sole discretion, take any or all of the following actions:

a. Terminate this Agreement and all of the obligations of Grantor under this Agreement on the date stated in such notice,

b. Declare the total amount of Award funds disbursed to Business, or any portion thereof, in an amount determined by the Grantor to be forthwith due and payable, including any and all fees,

charges and other amounts payable under this Agreement. The total amount due shall be and become immediately due and payable without further demand, presentment, protest or notice of any kind.

c. Pursue and/or exercise any other right or remedy that Grantor may have, whether at law or in equity.

8. SUSPENSION AND TERMINATION. The Grantor may suspend or terminate this Agreement in whole or in part, for cause, when the Business has failed in whole or in part to meet its commitments and obligations as outlined in this Agreement. Termination for cause may be considered an Event of Default.

9. GOVERNING LAW. This Agreement and the rights and duties of the parties hereto shall be governed by, and construed in accordance with the internal laws of the State of Tennessee without regard to principles of conflicts of laws.

10. NOTICES. All notices hereunder shall be in writing and shall be given to the relevant party at its address, or e-mail address as set forth on the first page of this Agreement.

11. HEADINGS. Section headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.

12. WAIVERS. No waiver by the Grantor of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Grantor in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by Grantor shall preclude future exercise thereof or the exercise of any other right or remedy.

13. SURVIVAL OF REPRESENTATIONS. All representations and warranties made herein or in any other Agreement document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Agreement and the other Agreement documents and shall continue in full force and effect with respect to the date as of which they were made until all of Business's obligations or liabilities under this Agreement have been satisfied.

14. NON-ASSIGNMENT. This Agreement may not be assigned by Business without prior written consent of the Grantor.

I hereby certify as follows:	
_____ (Business Signature)	_____ (Date)
_____ (Print)	_____ (Title)
_____ (Grantor Signature)	_____ (Date)
_____ (Print)	_____ (Title)

INNOVATION DISTRICT GRANT AGREEMENT

This Innovation Grant Agreement ("Agreement") is entered by and between the Industrial Development Board ("Grantor"), the City of Chattanooga, and **InterSign Corporation**, a Tennessee Corporation. ("Business").

The purpose of the City of Chattanooga Innovation Grant Program ("Program") is to support economic development in the city of Chattanooga, Tennessee by **rewarding innovative qualified businesses**, as defined in the Chattanooga City Code, **to create jobs and innovate in the City of Chattanooga**. The source of funding for this Program comes from the City of Chattanooga Industrial Development Board. **The amount of this Award is \$22,000 as a reimbursement of documented expenditures and/or job creation.**

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3. CONDITIONS TO PAYMENT OF FUNDS; PAYMENT TERMS. The Business must complete and sign this Agreement and IRS W-9 form and submit these items with all other verifying information, as provided in the Program requirements. If you are unable to complete an IRS W-9 form with an EIN (not your social security number) because you are a sole-proprietor, please also submit Schedule C of IRS form 1040.

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b. *Compliance with Laws.* To the best of my knowledge, information, and belief after reasonable due diligence and investigation to determine the accuracy of this representation, Business represents that it is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the operations of Business.

c. *Application.* All statements and information contained in this Agreement, the application or any other form or document submitted by Business in connection with the Program are true, complete and correct, as of the date hereof.

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c. *Required Reports.* During the Term of this Agreement, the Business shall provide the Grantor with such reports as requested by the Grantor to assist in evaluation of the Program's effectiveness and to determine compliance with this Agreement.

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to visit and inspect any of the Business's properties, books, accounts and financial records related to the purposes of the Award, and to discuss the affairs, finances and accounts with, and to be advised as to the same by, its officers, and independent public accountants.

f. *Compliance with Laws.* Business will comply in all material respects with the requirements of all applicable federal, state and local laws, rules, and regulations.

g. *Indemnification.* Business agrees to indemnify, defend and hold harmless the Grantor, and their respective departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims, and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following: (i) any claim, demand, action, citation or legal proceeding arising out of or resulting from the Award; (ii) any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by Business of any representation or warranty made by the Business in this Agreement; (iii) any claim, demand, action, citation or legal proceeding which results from an act or omission of Business or any of their agents in its or their capacity as an employer of a person; and (iv) any claim, demand, action, citation or legal or administrative proceeding arising out of or resulting from Business' breach of the terms and covenants set forth herein.

6. EVENTS OF DEFAULT. Any one or more of the following shall constitute an event of default (an "Event of Default") hereunder:

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_____ (Business Signature)	_____ (Date)
_____ (Print)	_____ (Title)
_____ (Grantor Signature)	_____ (Date)
_____ (Print)	_____ (Title)

RESOLUTION

A RESOLUTION AUTHORIZING THE GRANT PAYMENT OF NINE THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$9,375.00) TO AIS ENCLOSURE SYSTEMS – CHATTANOOGA, LLC FOR CREATION OF TWENTY-TWO (22) FULL-TIME JOBS WITH AN AVERAGE ANNUAL WAGE OF FIFTY-NINE THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS (\$59,836.00), AS VERIFIED BY THE TENNESSEE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT WAGE REPORT DATED DECEMBER 31, 2024. THIS PAYMENT REPRESENTS THE FIRST OF FIVE GRANT PAYMENTS TOWARD A MAXIMUM TOTAL OF TWO HUNDRED FIVE THOUSAND DOLLARS (\$205,000.00) INCENTIVE IN ACCORDANCE WITH THE DECEMBER 2, 2024, INDUSTRIAL DEVELOPMENT BOARD (IDB) PROJECT GRANT AGREEMENT TO SUPPORT ELECTRICAL INFRASTRUCTURE GROWTH AND TALENT POOL DEVELOPMENT. THE HIGH GROWTH HIGH JOBS INVESTMENT JOBS GRANT IS PAID OUT OVER FIVE (5) YEARS WITH VERIFICATION OF THE CREATION AND RETENTION OF JOBS EACH YEAR.

BE IT RESOLVED, that the Industrial Development Board of the City of Chattanooga is hereby authorizing the grant payment of \$9,375.00 to AIS Enclosure Systems – Chattanooga, LLC for creation of twenty-two (22) full-time jobs with an average annual wage of \$59,836.00, as verified by the Tennessee Department of Labor and Workforce Development Wage Report dated December 31, 2024. This payment represents the first of five Grant payments toward a maximum total of \$205,000.00 incentive in accordance with the December 2, 2024, Industrial Development Board (IDB) Project Grant Agreement to support electrical infrastructure growth and talent pool development. The High Growth High Jobs Investment Jobs grant is paid out over five (5) years with verification of the creation and retention of jobs each year.

ADOPTED: June 2, 2025

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF CHATTANOOGA

Attest:

KERRY HAYES, Chair

GORDON PARKER, Secretary

TO: Industrial Development Board of Chattanooga Appointed Members

FROM: Charita Allen, Senior Advisor of Economic and Workforce Development

SUBJECT: Approval of Resolution for Grant Payment to AIS ENCLOSURE SYSTEMS – CHATTANOOGA, LLC

RECOMMENDED ACTION:

Staff recommends that the IDB approve a grant payment of \$9,375 to AIS ENCLOSURE SYSTEMS – CHATTANOOGA, LLC for verified job creation.

RESOLUTION:

A RESOLUTION TO AUTHORIZE THE GRANT PAYMENT OF NINE THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$9,375.00) TO AIS ENCLOSURE SYSTEMS – CHATTANOOGA, LLC FOR THE CREATION OF TWENTY-TWO (22) FULL-TIME JOBS WITH AN AVERAGE ANNUAL WAGE OF \$59,836.00, AS VERIFIED BY THE TENNESSEE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT WAGE REPORT DATED DECEMBER 31, 2024. THIS PAYMENT REPRESENTS THE FIRST OF FIVE GRANT PAYMENTS TOWARD A MAXIMUM TOTAL OF TWO HUNDRED FIVE THOUSAND DOLLARS (\$205,000.00) IN INCENTIVES, IN ACCORDANCE WITH THE DECEMBER 2, 2024, INDUSTRIAL DEVELOPMENT BOARD (IDB) PROJECT GRANT AGREEMENT TO SUPPORT ELECTRICAL INFRASTRUCTURE GROWTH AND TALENT POOL DEVELOPMENT. THE HIGH GROWTH HIGH JOBS INVESTMENT JOBS GRANT IS PAID OUT OVER FIVE YEARS WITH VERIFICATION OF THE CREATION AND RETENTION OF JOBS EACH YEAR.

STATE OF TENNESSEE AUTHORIZING STATUTE:

Chapter 53 - INDUSTRIAL DEVELOPMENT CORPORATIONS (§§ 7-53-101 — 7-53-317)

Part 3 - OPERATION AND POWERS (§§ 7-53-NEW — 7-53-317)

TN Code § 7-53-302 (2023)

Section 7-53-302(a)(8)

(a) The corporation has the following powers, together with all powers incidental to such powers or necessary for the performance of those powers, to:

(8) Sell, exchange, donate, and convey any or all of its properties, including, without limitation, all or any part of the rents, revenues, and receipts of the corporation from its projects, whenever

its board of directors finds any such action to be in furtherance of the purposes for which the corporation was organized.

ALIGNMENT WITH ECONOMIC DEVELOPMENT PLANS:

This resolution aligns with the **ONE CHATTANOOGA PLAN** goal of “Build a Regional Economy” on three priorities: 1) Attract higher-paying jobs with targeted economic recruiting; 2) Grow household income for all Chattanoogaans through workforce development and skills training; and 3) Refine Chattanooga’s competitive advantages and traded clusters versus rival cities.

This resolution aligns with the Chattanooga Area Chamber of Commerce’s **CHATTANOOGA CLIMBS Higher** Strategic Plan, funded by the City of Chattanooga and Hamilton County, on four priorities: 1) Create More High Quality Jobs; 2) Develop Skills for the New Economy; 3) Grow Stronger Businesses; and 4) Increase Regional Prosperity for All.

SUMMARY OF NEED:

This was a competitive grant to incentivize job creation and capital investment in Chattanooga instead of Georgia. As of December 31, 2024, the company is on track with job creation and capital investment, with \$1,062,330 in capital investment completed and 18 new full-time jobs with an average wage of \$59,836. The company exceeded its 2024 commitments for the number of jobs and average annual wage.

Docusign Envelope ID: 86F6F183-E8DD-466A-B96E-AEF38DAFA89E

Grant Payment Schedule*									
	New Employee Annual Goal & Initial Year to Measure Goal		2025	2026	2027	2028	2029	2030	Total
Phase I Net New Employees	15		\$9,375	\$9,375	\$9,375	\$9,375			
Date	12/31/2024								
Phase II Net New Employees	34			\$21,250	\$21,250	\$21,250	\$21,250		
Date	12/31/2025								
Phase III Net New Employees	33				\$20,625	\$20,625	\$20,625	\$20,625	
Date	12/31/2026								
Total Net Employees Phase I - III	82	Total Payout	\$9,375	\$30,625	\$51,250	\$51,250	\$41,875	\$20,625	\$205,000

*The payment dates shall be March 1st following each measurement year.

BACKGROUND AND HISTORY:

AIS Enclosure Systems manufactures modular e-houses that house electrical infrastructure, relay and control panels, modular data systems, and power distribution centers used on construction sites and manufacturing facilities. This IDB incentive successfully recruited this expansion to Chattanooga versus Georgia.

ROI:

The ROI for this grant program is measured by the new jobs created, proposed average annual wages, and capital investment that will be added to the community. **AIS Enclosure Systems is expected to add 82 new jobs at an average annual wage of \$58,639 and make a capital investment of \$8,300,000** in real and personal property within the City of Chattanooga and Hamilton County.

FISCAL IMPACT:

The grant is funded from the Economic Development Fee fund balance for account NR14 Z00306 IDB-PILOTS. The impact of this grant payment would be \$9,375.00.

**PROJECT GRANT AGREEMENT
(HIGH GROWTH JOBS AND INVESTMENT PROGRAM)
(AIS ENCLOSURE SYSTEMS PROJECT)**

THIS PROJECT GRANT AGREEMENT (this “Agreement”) dated as of the ____ day of _____, 2024 by and between **AIS ENCLOSURE SYSTEMS – CHATTANOOGA, LLC**, a Delaware limited liability company (“Grantee”), and **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE**, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, et. seq. (the “Board”).

RECITALS

WHEREAS, pursuant to Tenn. Code Ann. §§ 7-53-101 et seq. (the “IDB Act”), the Board is authorized to assist with certain projects, as defined in the IDB Act, in order to promote economic development and in connection therewith has the authority to donate and convey any of its properties, including its revenues; and

WHEREAS, Grantee has agreed to undertake an eligible project within the corporate limits of the City of Chattanooga, Tennessee (the “City”) and within the boundaries of Hamilton County, Tennessee (the “County”); and

WHEREAS, in order to encourage the undertaking of the Project and the additional employment of citizens of the City and/or the County that will occur as a result thereof, the Board has agreed to provide assistance to the Project in accordance with the terms set forth herein; and

WHEREAS, it is the purpose of the IDB Act to empower the Board to have all powers that may be necessary to enable the Board to maintain and increase employment opportunities in the City and the County, and the IDB Act provides that the Board’s powers are to be liberally construed to allow the Board to accomplish these purposes; and

WHEREAS, the Project will confer a significant economic development benefit to the public, and the assistance provided for hereunder is being provided only for the purpose of attaining a benefit for the general community; 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:

1. Definitions.

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings specified below:

“Act of Bankruptcy” means:

(a) Grantee’s filing a petition in bankruptcy or for reorganization under the bankruptcy laws or an admission, answer or other responsive pleading consenting to or requesting the relief afforded by the bankruptcy laws and such case has not been dismissed within sixty (60) days of its commencement; or

(b) the filing against by Grantee of a petition in bankruptcy or for reorganization under the bankruptcy laws and such case has not been dismissed within sixty (60) days of its commencement.

“Baseline Employees” shall mean the employees employed by Grantee in the City as of March 1, 2024 in the positions shown on Exhibit C. Grantee may adjust the positions of the Baseline Employees as needed to efficiently operate its business from time to time provided the payroll for the Baseline Employees does not decrease. For purposes of calculating the number of Baseline Employees for purposes of this Agreement, any vacant positions that Grantee is seeking to fill shall be counted for such purposes.

“Maximum Reimbursement Amount” shall mean \$205,000.

“New Employee Annual Goal” means the goal for the number of New Employees for each year as shown on Exhibit B.

“New Employees” means employees employed by the Grantee in the City after the date of this Agreement in addition to the Baseline Employees with an average annual wage, excluding benefits, equal to or in excess of \$58,639 annually.

“Person” means an individual, a corporation, a partnership, a limited liability company, a trust or any other entity or organization, including a governmental or political subdivision or an agency or instrumentality thereof.

“Project” means the design, construction and equipping of the facilities described on Exhibit A attached hereto to be undertaken by Grantee as provided herein.

“State” means the State of Tennessee.

2. Representations and Warranties

2.1 Representations and Warranties of Grantee. Grantee represents and warrants for the benefit of the Board as follows:

(a) Organization. Grantee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, duly qualified to conduct business in the State, is in compliance with the laws of the State, 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. Grantee 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 Grantee.

(c) Binding Obligations. This Agreement is a legal, valid and binding obligation of Grantee enforceable against Grantee 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 governmental agency involving Grantee is pending or, to the knowledge of Grantee, threatened, in which any liability of Grantee 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 Grantee or the performance of its obligations hereunder.

(e) No Default. Grantee is not in default under or in violation of, and the execution, delivery and compliance by Grantee 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 Grantee 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 Grantee 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) Project. Grantee is familiar with and is capable of satisfying all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Project.

3. Grantee's Obligations

3.1 Approvals. Grantee shall also obtain all approvals necessary for the undertaking of the Project including, without limitation, planning approvals, zoning permits (if necessary), building permits and certificates of occupancy. Grantee shall be responsible for overseeing the compliance of the Project's design and development with all applicable permits, laws, regulations, codes and periodic inspections of all governmental and quasi-governmental local, state and federal agencies and authorities having jurisdiction over the Project. Grantee will also arrange for the appropriate municipal and public utility bodies to provide utility and related services to the Project.

3.2 Undertaking of the Project. Grantee shall diligently pursue and complete the Project in accordance with the terms and conditions of this Agreement, and in furtherance of the foregoing, Grantee agrees to the following:

(a) Commencement of Construction. Grantee shall commence the undertaking of the Project on or before December 31, 2024.

(b) Completion. Grantee shall cause the Project to be substantially completed on or before December 31, 2027, subject to any extensions approved by the Board in writing.

(c) Permits, Licenses, Laws, Regulations and Codes. Grantee shall cause all legally or contractually required permits, licenses and certificates of occupancy to be obtained and paid for and shall be responsible for ensuring that all laws, rules, regulations and codes of federal, state and local governments are observed with respect to all work and operations performed pursuant to this Agreement.

3.3 Additional Grantee Commitments. Grantee shall:

(a) Insurance. Through and until completion of the Project, purchase and maintain or cause to be purchased and maintained the following insurance, in form and substance, and with an insurance company reasonably acceptable to the Board, which may be maintained under blanket or umbrella coverage with the following minimum limits of liability:

(i) Workers' Compensation Insurance covering the statutory requirements of the state of Tennessee; and

- (ii) Commercial General Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per each occurrence for bodily injury, personal injury, and property damage and Two Million Dollars (\$2,000,000) in the aggregate.

Grantee shall from time to time and when requested by the Board deliver certificates evidencing such insurance to the Board.

(b) Annual Reports. Not later than January 31st of each year commencing January 31, 2025, and ending on the January 31st following the last year shown on Exhibit B as to which a grant is expected be paid to Grantee, Grantee shall provide the Board with a written report, in such form as shall be reasonably requested by the Board, that includes the following:

- (i) the number of Baseline Employees as of the end of the prior year;
- (ii) the number of New Employees as of the end of each calendar quarter in the prior year, and the average of the number of New Employees for each such calendar quarter (the "New Employee Average").

At the request of the Board, Grantee will submit any information reasonably requested by the Board to determine Grantee's compliance with this Agreement, including reasonable, adequate documentary evidence to substantiate any information included in any such reports by Grantee.

(c) Cooperation as to Hiring. Grantee will cooperate with the Chattanooga Area Chamber of Commerce, the City, the County and other local community organizations that assist with hiring and workforce development to promote locally hiring opportunities at Grantee.

4. Financial Assistance to Project.

4.1 Subject to the limitations below, the Board agrees to make grants to Grantee to reimburse Grantee for costs incurred by Grantee related to the Project. The amount of such payments and the years as to which such payments shall apply are set forth in the schedule attached hereto as Exhibit B; provided, however, that the aggregate amount of such reimbursement for the term of this Agreement shall not exceed the Maximum Reimbursement Amount and the maximum amount payable as to any year shall not exceed the applicable amount shown on Exhibit B. Exhibit B may provide that the New Employee Annual Goal shall be implemented in annual phases, in which case the grants shall correlate to each phase as shown on Exhibit B. Subject to satisfaction of the conditions below, such reimbursement by the Board to Grantee shall be payable on each March 1st following each year shown on Exhibit B.

4.2 The payment from the Board to Grantee of each annual installment pursuant to this Section shall be subject to the following conditions precedent:

4.2.1 No Event of Default shall have occurred and be continuing;

4.2.2 The Board shall have received a written request from Grantee for reimbursement of the costs relating to the Project as to which reimbursement is requested together with evidence, to the Board's reasonable satisfaction, that Grantee has paid the costs as to which reimbursement is requested; and

4.2.3 The New Employee Average for the prior year shall have exceeded 90% of New Employee Annual for that year, and the number of Baseline Employees shall not have declined from the date of this Agreement. For the first year for each New Employee Annual Goal, or phase thereof, the New

Employee Average shall be based upon the number of New Employees at the end of the year and not the quarterly average as provided above unless the Board and Grantee agree otherwise. If the New Employee Annual Goal is shown in phases, the phases will be aggregated for purposes of determining whether the condition in this paragraph is satisfied.

4.3 Grantee shall be solely responsible for the amount of all costs, fees and expenses incurred with respect to the Project, other than the reimbursement available in accordance with the terms hereof if the conditions therefor have been satisfied. Grantee agrees that the Board shall not have any obligation to undertake any activities which would cause the Board to incur costs or expenses in excess of the Maximum Reimbursement Amount.

5. Default and Remedies

5.1 Events of Default by Grantee. An “Event of Default” shall occur if:

(a) There shall have occurred a breach by Grantee in any respect under any provision of this Agreement which breach is not cured as provided below; or

(b) An Act of Bankruptcy relating to Grantee shall have occurred.

5.2 Remedies of the Board.

(a) Notice. If there is an Event of Default under Section 5.1(a) hereof, the Board shall not exercise its remedies hereunder unless the Event of Default has not been cured after: (i) written notice to Grantee and (ii) the expiration of thirty (30) days after such notice, provided that in the event any nonmonetary default cannot reasonably be cured within such thirty (30) day period, but can reasonably be cured within a sixty (60) day period, Grantee shall have an additional period of time, not to exceed sixty (60) days, after such written notice to cure such default, provided that Grantee proceeds promptly, diligently and in good faith to cure said default.

(b) Remedies. Upon the occurrence of an Event of Default by Grantee and failure to cure under Section 5.2(a) with respect to an Event of Default under Section 5.1(a), this Agreement may be terminated by the Board by giving written notice to that effect to Grantee.

(c) No Waiver. The failure of the Board to exercise the remedy available to the Board pursuant to the terms of this Agreement shall not be deemed to be a waiver of such remedy or of any of the terms and provisions of this Agreement.

6. General Provisions

6.1 Entire Agreement. This Agreement and related agreements constitute the entire agreement and understanding of the parties with respect to the transactions contemplated hereby, and there are no other terms, understandings, representations, or warranties, express or implied.

6.2 Amendment. No amendment, modification or termination of this Agreement shall be effective unless in writing and signed by the party intending to be bound thereby.

6.3 Third Party Beneficiaries. The parties to this Agreement do not intend the benefit of this Agreement to inure to any third party.

6.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

6.5 Time is of the Essence. The parties hereto agree that time is of the essence for the performance of all obligations hereunder.

6.6 Recording. No party hereto shall file or attempt to file this Agreement for record.

6.7 Successors and Assigns. This Agreement may not be assigned by any party hereto without the written consent of all of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. The sale of all or substantially all of the assets, or the equity interests in Grantee, or a merger or consolidation of Grantee into or with any Person shall constitute a prohibited assignment which, if made without the prior written consent of the Board, shall constitute an Event of Default. Subject as aforesaid, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, Grantee may assign the payments to be made to Grantee under this Agreement to a lender or mortgagee as collateral for a loan.

6.8 Section Headings. The section headings inserted into this Agreement are for convenience only and are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement nor the meaning of any provision hereof.

6.9 Governing Law. The law of the State of Tennessee shall govern this Agreement.

6.10 Independent Contractor; Agency. Grantee is an independent contractor and shall not be considered to be a partner or joint venturer with the Board with respect to the Project.

6.11 Approvals by the Board. Any approval by the Board required hereunder may be granted by a duly authorized representative of the Board and not the board of directors of the Board, unless specifically provided otherwise herein.

6.12 Indemnification. Grantee agrees to indemnify and hold the Board and each of its past, present and future officers, directors, employees and agents (each, an "Indemnified Party"), from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses, including reasonable attorneys' fees ("Damages") to the extent resulting from Grantee's actions or inactions related to the transactions contemplated hereby and/or the negotiation, execution and performance of this Agreement or the undertaking or operation of the Project. If any action, suit or proceeding is brought against any Indemnified Party for Damages for which Grantee is required to provide indemnification under this Section, Grantee, upon request, shall at its own expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by the Indemnified Party and approved by Grantee, which approval shall not be unreasonably withheld. Each Indemnified Party may retain its own counsel and such expenses shall be borne by Grantee. Grantee shall not be liable for any settlement of any such action, suit or proceeding made without its consent, but if settled with the consent of Grantee or if there be a final judgment for the plaintiff in any such action, Grantee shall indemnify and hold harmless the Indemnified Parties from and against any Damages by reason of such settlement or judgment. The obligations of Grantee under this Section shall survive termination of this Agreement. When any Indemnified Party incurs expenses or renders service in connection with any bankruptcy or insolvency proceeding, such expenses (including the fees and expenses of its counsel) and the compensation for such services are intended to constitute expenses of administration under any bankruptcy law or law relating to creditors rights generally. Amounts payable to the Indemnified Parties hereunder shall be due and payable five (5) days after demand and will accrue interest at the highest rate permitted by law, commencing with the expiration of the five (5)-day period.

6.13 Notices. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by a nationally recognized overnight courier service, or (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

To Grantee:

To the Board:

Industrial Development Board of the City of Chattanooga
c/o Office of City Attorney
100 E. 11th Street
Suite 200
Chattanooga, TN 37402
Attention: Chair

6.14 Severability. The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

6.15 Limitations on Liability. 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, MEMBER, EMPLOYEE, COUNSEL, OR AGENT OF THE BOARD, 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 BOARD ENTERING INTO THIS AGREEMENT. IN NO EVENT SHALL THE CITY BE OBLIGATED FOR ANY OBLIGATION OF THE BOARD HEREUNDER. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER INCURRED, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE BY THE OTHER PARTY. GRANTEE'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY THE BOARD TO GRANTEE UNDER THIS AGREEMENT.


6.16 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.

[Signatures on Next Page]

[Board Signature Page for Grant Agreement]

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the day and year first above written.

INDUSTRIAL DEVELOPMENT BOARD OF THE
CITY OF CHATTANOOGA

By: 
Kerry Hayes (Dec 17, 2024 10:31 EST)
Chair

[Grantee Signature Page for Grant Agreement]

AIS ENCLOSURE SYSTEMS – CHATTANOOGA, LLC
a Delaware limited liability company

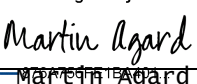
DocuSigned by:

By: _____
Name: Martin Agard
Title: CFO

EXHIBIT A

Project Description

The Grantee is AIS Enclosure Systems – Chattanooga, LLC. The Grantee manufactures metal buildings that house electrical infrastructure, relay and control panels, modular data systems and power distribution centers that are used on construction sites and active manufacturing facilities. Grantee will purchase property adjacent to its existing facility that will allow Grantee to move product finishing operations to the new property which will open up space on the existing land to expand the manufacturing facility. As part of the expansion Grantee will be creating 82 new jobs by Dec 31, 2027. This expansion will result in a capital investment of \$4.5 million in real property and \$3.8 million in personal property. This expansion will be constitute the Project under this Agreement.

EXHIBIT B

See attached

Grant Payment Schedule*									
	New Employee Annual Goal & Initial Year to Measure Goal		2025	2026	2027	2028	2029	2030	Total
Phase I Net New Employees	15		\$9,375	\$9,375	\$9,375	\$9,375			
Date	12/31/2024								
Phase II Net New Employees	34			\$21,250	\$21,250	\$21,250	\$21,250		
Date	12/31/2025								
Phase III Net New Employees	33				\$20,625	\$20,625	\$20,625	\$20,625	
Date	12/31/2026								
Total Net Employees Phase I - III	82	Total Payout	\$9,375	\$30,625	\$51,250	\$51,250	\$41,875	\$20,625	\$205,000

*The payment dates shall be March 1st following each measurement year.

EXHIBIT C

[Insert list of Baseline Employees]

45934344.2






RESOLUTION

Final Audit Report

2024-12-17

Created:	2024-12-17
By:	Maria Manalla (mmanalla@chattanooga.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI9n1Z9p-vad57Vg-9NUNXqOeUIFHlb1n

"RESOLUTION" History

-  Document created by Maria Manalla (mmanalla@chattanooga.gov)
2024-12-17 - 3:10:08 PM GMT
-  Document emailed to Kerry Hayes (kerry.hayes@gmail.com) for signature
2024-12-17 - 3:10:12 PM GMT
-  Email viewed by Kerry Hayes (kerry.hayes@gmail.com)
2024-12-17 - 3:30:50 PM GMT
-  Document e-signed by Kerry Hayes (kerry.hayes@gmail.com)
Signature Date: 2024-12-17 - 3:31:10 PM GMT - Time Source: server
-  Agreement completed.
2024-12-17 - 3:31:10 PM GMT

RESOLUTION

A RESOLUTION AUTHORIZING UP TO SEVENTY THOUSAND DOLLARS (\$70,000.00) TO PROVIDE MATCHING FUNDS WITH THE CITY OF CHATTANOOGA FOR A SITE SELECTOR-LED COMPETITIVE ANALYSIS FOR CHATTANOOGA'S KEY TRADED INDUSTRY TARGET SECTORS AS IDENTIFIED IN THE CHATTANOOGA CHAMBER OF COMMERCE'S CLIMBS HIGHER STRATEGIC PLAN, WITH FUNDING FROM NR16 Z00308 FOR BUSINESS DEVELOPMENT ACTIVITIES.

BE IT RESOLVED, that the Industrial Development Board of the City of Chattanooga is hereby authorizing up to \$70,000.00 to provide matching funds with the City of Chattanooga for a site selector-led competitive analysis for Chattanooga's key traded industry target sectors as identified in the Chattanooga Chamber of Commerce's Climbs Higher Strategic Plan, with funding from NR16 Z00308 for Business Development activities.

ADOPTED: June 2, 2025

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF CHATTANOOGA

Attest:

KERRY HAYES, Chair

GORDON PARKER, Secretary

TO: Industrial Development Board of Chattanooga Appointed Members

FROM: Charita Allen
Senior Advisor of Economic and Workforce Development

SUBJECT: **Chattanooga Chamber of Commerce Funding Request to Support a Competitive Analysis for Chattanooga**

RECOMMENDED ACTION:

Staff recommends that the IDB approve a resolution to fund a site selector-led competitive analysis study.

RESOLUTION:

A RESOLUTION TO AUTHORIZE UP TO SEVENTY THOUSAND DOLLARS (\$70,000.00) TO PROVIDE MATCHING FUNDS WITH THE CITY OF CHATTANOOGA FOR A SITE SELECTOR-LED COMPETITIVE ANALYSIS FOR CHATTANOOGA'S KEY TRADED INDUSTRY TARGET SECTORS AS IDENTIFIED IN THE CHATTANOOGA CHAMBER OF COMMERCE'S CLIMBS HIGHER STRATEGIC PLAN, WITH FUNDING FROM NR16 Z00308 FOR BUSINESS DEVELOPMENT ACTIVITIES.

STATE OF TENNESSEE AUTHORIZING STATUTE:

Chapter 53 - [INDUSTRIAL DEVELOPMENT CORPORATIONS \(§§ 7-53-101 — 7-53-317\)](#)

Section 7-53-302(a)(8)

(a) The corporation has the following powers, together with all powers incidental to such powers or necessary for the performance of those powers, to:

(8) Sell, exchange, donate and convey any or all of its properties, including, without limitation, all or any part of the rents, revenues and receipts of the corporation from its projects, whenever its board of directors shall find any such action to be in furtherance of the purposes for which the corporation was organized;

ALIGNMENT WITH ECONOMIC DEVELOPMENT PLANS:

This resolution aligns with the **ONE CHATTANOOGA PLAN** goal of “Build a Regional Economy” on two priorities. 1.) Grow household income for all Chattanoogaans through workforce development and skills-training; and 2.) Refine Chattanooga’s competitive advantages and traded clusters vs. rival cities.

This resolution aligns with the Chattanooga Area Chamber of Commerce’s **CHATTANOOGA CLIMBS** Strategic Plan, funded by the City of Chattanooga and Hamilton County, on three priorities 1.) Develop Skills for the New Economy; 2.) Grow Stronger Businesses, and 3.) Increase Regional Prosperity for All.

SUMMARY OF NEED:

A site selector-led competitive analysis will be conducted for Chattanooga's key traded industry target sectors, as identified in the Chattanooga Chamber of Commerce's Climbs Higher Strategic Plan. This

analysis will provide a report detailing Chattanooga's ranking against these sectors in comparison to competitive markets. Key insights will be identified, pinpointing areas where increased focus is needed to address competitiveness shortfalls in recruiting advanced manufacturing and knowledge economy-focused office projects. The analysis will also evaluate local incentive policies and program toolkits against those of peer markets with which Chattanooga frequently competes. Upon completion, the consultant will present an overview of the analysis to the IDB board. This will inform strategies to further enhance regional economic competitiveness and drive future job creation initiatives, as well as help the community align programs and tools to support traded industry sector recruitment and bolster overall economic development competitiveness.

FISCAL IMPACT:

This request will be funded by \$25,000 from the Business Development fund account. An additional \$50,000 will be transferred from the Industrial Development Board (IDB) PILOTs Fund Account NR14 Z00306 to NR16 Z00308 for Business Development.

RESOLUTION

A RESOLUTION AUTHORIZING THE TRANSFER OF FIFTY THOUSAND DOLLARS (\$50,000.00) FROM THE INDUSTRIAL DEVELOPMENT BOARD (IDB) PILOTS FUND ACCOUNT NR14 Z00306 TO THE IDB BUSINESS DEVELOPMENT ACCOUNT NR16. THE BUSINESS DEVELOPMENT ACCOUNT WAS CREATED BY THE IDB TO COVER ECONOMIC DEVELOPMENT-RELATED SERVICES AND FEES NECESSARY FOR ADMINISTERING PROGRAMS AND INCENTIVES.

BE IT RESOLVED, that the Industrial Development Board of the City of Chattanooga is hereby authorizing the transfer of \$50,000.00 from the Industrial Development Board (IDB) PILOTS Fund Account NR14 Z00306 to the IDB Business Development Account NR16. The Business Development account was created by the IDB to cover economic development-related services and fees necessary for administering programs and incentives.

ADOPTED: June 2, 2025

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF CHATTANOOGA

Attest:

KERRY HAYES, Chair

GORDON PARKER, Secretary