

RESOLUTION NO. 29001

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF TRANSPORTATION TO ENTER INTO AN AGREEMENT WITH THE TRUST FOR PUBLIC LAND REGARDING THE SOUTH CHICKAMAUGA CREEK PROJECT – YOUNGSTOWN CONNECTOR, SUBJECT TO THE TERMS AND CONDITIONS OF THE CONSERVATION SERVICES AGREEMENT APPROVED IN RESOLUTION NO. 28804.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator for the Department of Transportation to enter into an agreement with The Trust for Public Land regarding the South Chickamauga Creek Project – Youngstown Connector, subject to the terms and conditions of the Conservation Services Agreement approved in Resolution No. 28804.

ADOPTED: April 18, 2017

/mem

SOUTH CHICKAMAUGA CREEK PROJECT-YOUNGSTOWN CONNECTOR

STATEMENT OF WORK

THIS STATEMENT OF WORK (“SOW”) is entered into by and between the City of Chattanooga (“City”), a Tennessee Municipal Corporation and the Trust for Public Land, a California not for profit corporation, doing business in Tennessee as The Trust for Public Land, Inc., represented by Rick R. Wood, Tennessee State Director (“TPL” or the “Contractor”) (collectively the “Parties).

RECITALS

WHEREAS, the City is a political subdivision of the State of Tennessee;

WHEREAS, TPL is a non-profit organization whose business office is located at 202 Tremont Street, Chattanooga, Tennessee 37405;

WHEREAS, pursuant to the Conservation Services Agreement (sometimes herein referred to as “Agreement”) executed by the City and TPL and approved by Council, the City may enter into cooperative endeavors or agreements with regard to cooperative financing and other economic development activities, the procurement and development of real estate or the rights thereto, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, the City owns conservation easements to a 12-mile linear Greenway along South Chickamauga Creek (the “Greenway”);

WHEREAS, the Greenway uniquely traverses a cross-section of the City from the Tennessee River south to Camp Jordan;

WHEREAS, TPL helps state and local governments design and implement goals, policies and procedures that create new public funds for parks and land conservation and has an ongoing agreement with the City for conservation services which include the designing and building of portions of the Greenway;

WHEREAS, TPL’s services include, but are not limited to, technical assistance, fundraising program design and implementation, providing models and recommendations for capital campaigns and conservation programs;

WHEREAS, the City and TPL desire to accomplish a valuable public purpose of developing the South Chickamauga Creek Greenway;

WHEREAS, TPL will fund and assist the City with planning and engineering and contracting as described in this SOW; and

NOW THEREFORE, the City and TPL, each having the authority to do so, agree as follows:

I. Purpose. This SOW sets forth the responsibilities of the TPL and the City regarding South Chickamauga Creek Greenway Statement of Work Between TPL and City

certain funding and work to be performed in support of developing the South Chickamauga Creek Greenway (the “Project”).

II. Term. The Agreement is effective as of the date of execution by the City (the “Effective Date”) for a term ending on June 30, 2017, unless the Agreement, as referenced below, is extended by the City Council of the City of Chattanooga, in which case, this SOW has a term which is one year from the date of execution or until the work is completed, whichever occurs first.

III. Incorporation by Reference. This Statement of Work is subject to all of the terms and conditions, including terms of payment, as set forth in the Conservation Services Agreement, as approved by Chattanooga City Council on October 4, 2016.

IV. Performance. The Parties agree to perform the obligations set forth in this Paragraph as follows:

TPL
1. Hire designer through a competitive RFP process.
2. Produce initial construction plans to Tennessee Department of Transportation (TDOT) specifications at the request of the City.
3. Complete natural resources and cultural surveys required for all permit applications and National Environmental Policy Act (NEPA) submissions.
4. Draft all state and federal permit applications required for construction of the Project.
5. Direct designer to perform any design-based adjustments requested by TDOT or the City.
6. Provide a final set of designs to TDOT and City.
7. Negotiate public access with 50’ easement across Stein Trust property.
CITY
Execute a contract with TDOT for construction of the Project.
2. Coordinate Project Kickoff with TDOT, TPL, and TPL’s design team.
3. Coordinate preliminary Design Review with TDOT.
4. Submit prepared NEPA documentation for review.
5. Coordinate with TPL and Design team for design adjustments, as needed.
6. Submit final designs to TDOT for review and Approval.
7. Undertake all responsibilities associated with bid out for general contractor services and Construction, Engineering & Inspection (CE&I) services to perform and monitor certain work on the Project, in accordance with City procurement requirements and any federal procurement requirements applicable to this Project.
8. Enter into agreement with a qualified general contractor to perform certain work on the Project, in accordance with City procurement requirements and any applicable Federal

South Chickamauga Creek Greenway Statement of Work
Between TPL and City

procurement requirements.

V. Funding Responsibilities. The City, pursuant to the terms and conditions of the Conservation Services Agreement for the City's Fiscal Year 2016-17, including the Scope of Services which provides that TPL will continue its efforts to connect the Greenway from Camp Jordan to the Tennessee Riverpark (Item 2 of Exhibit A of said Agreement), pays TPL for its work related to the duties and obligations contained herein. All terms of payment to TPL from the City are contained in that Agreement. Notwithstanding, the Parties agree to the following funding responsibilities:

TPL
1. Compensate Design Engineer for all services rendered.
2. Complete Due Diligence for Stein Right of Way acquisition.
CITY
1. Compensate regulatory agencies for permit application fees.
2. Compensate CE&I Engineer for services rendered. City to enter into separate agreement with CE&I Engineer.
3. Compensate Contractor for services rendered. City to enter into a separate agreement with Contractor.
4. Reimburse TPL for Due Diligence Costs Associated with Stein Right of Way Acquisition.

VI. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the City and TPL, through their duly authorized representatives, execute this Statement of Work.

CITY OF CHATTANOOGA

BY:

Executed on this _____ of _____, 2017

FORM AND LEGALITY APPROVED:

By: 

Printed Name: SHANNON HARMON

THE TRUST FOR PUBLIC LAND

BY:

RICK R. WOOD, TENNESSEE STATE DIRECTOR

23-7222333

FEDERAL TAX I.D.

RESOLUTION NO. 28804

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT TO ENTER INTO A CONSERVATION SERVICES AGREEMENT WITH THE TRUST FOR PUBLIC LAND TO BE PAID IN FOUR (4) QUARTERLY INSTALLMENTS OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) EACH FOR A TERM OF ONE (1) YEAR BEGINNING JULY 1, 2016 THROUGH JUNE 30, 2017, FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Administrator for the Department of Economic and Community Development is hereby authorized to enter into a Conservation Services Agreement with The Trust for Public Land to be paid in four (4) quarterly installments of \$25,000.00 each for a term of one (1) year beginning July 1, 2016 through June 30, 2017, for an amount not to exceed \$100,000.00.

ADOPTED: October 4, 2016

/mms

Exhibit A

2016-2017

The Trust for Public Land's mission is to create parks and protect land for people. We are an independent, private, non-profit that is the nation's only non-profit focused on providing urban parks and connecting people to public space. The Trust for Public Land is a national organization with over 40- years of experience in the public park arena.

Through this scope of services we intend to provide the Department of Economic and Community Development and the Mayor's Administration, recommendations and advice necessary to continue building a connected park system for the City of Chattanooga.

The Trust for Public Land (TPL) will provide general support to the Economic and Community Development Administrator through our park expertise and our network of park experts. TPL and the Administrator understand that these types of projects are often multi-year efforts and cannot all be completed within a fiscal-year and that they often require willing sellers of real estate. This list is meant to be a priority area in which **TPL** and the City specifically work together. TPL will make every reasonable effort to move these projects along. We also understand that there are some project opportunities that arise throughout the year that could affect this prioritization. Throughout the year, there will be collaboration between TPL and ECD to confirm these priorities, additional priorities or change the priorities due to unforeseen circumstances. More specifically, TPL will:

1. TPL will assist the City in its Health and Well ness Initiative.
 - a. TPL will assist the City in evaluating the use of the current Fitness Zones
 - b. TPL will seek further private funding for additional fitness zones in the City;
 - c. TPL will lead an effort to provide community engagement and outreach
2. TPL will continue to lead the effort to complete the entirety of the South Chickamauga Creek Greenway
 - a. TPL will lead the design, and fundraising, and construction for the Cromwell Hills Connector segment of the South Chickamauga Creek Greenway.
 - b. TPL will seek further funding from public and private sources for the full connection of the South Chickamauga Creek Greenway from Camp Jordan to the Riverwalk.
3. TPL will continue to coordinate with the Transportation Department and Public Works Department as needed and as potential issues arise related to connectivity, greenways and parks.
4. TPL will lead an effort to create Lynnbrook Park
 - a. TPL will use NEA Our Town grant funds to initiate community outreach, creative placemaking, and the conceptual design of the proposed Park in the Lynnbrook / Oak Gove Area
 - b. TPL will attempt to obtain funding from public and private sources for the effort.
5. TPL will lead the effort to connect the Alton Park neighborhood to the Riverwalk
 - a. TPL will continue with due-diligence and contract negotiations with the landowner along the potential corridor that connects the Bell Site to the Riverwalk.
 - b. If successful in the negotiation, TPL will lead fundraising, design, community engagement and construction of this effort in partnership with Chattanooga Department of Transportation.
6. TPL is negotiating the acquisition Hawkins Ridge property for a park
 - a. TPL will continue to work with the landowner and explore the variety of options available to the landowner, TPL and the City to provide public recreational access to this property.
7. TPL will lead pre-planning efforts to assemble data and information necessary for the city to launch a new parks master planning effort in FY 18.

The Trust for Public Land will still continue to work independently of the City. The City will have priorities for TPL and TPL may have its own priorities set by our national board. TPL may work on those projects independently and will not be a part of a contract unless an amendment or a new contract is mutually agreed upon by both parties. TPL commits to communicating with ECD early and often.