

RESOLUTION NO. 30027

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A DONATION STANDARD FORM AGREEMENT, IN SUBSTANTIALLY THE FORM ATTACHED, WITH THE LYNDHURST FOUNDATION, INC. FOR DONATION OF IMPROVEMENTS TO A SMALL PUBLIC PARK LOCATED AT THE INTERSECTION OF ST. ELMO AVENUE AND VIRGINIA AVENUE, AND TO THE GREENWAY CONNECTION TO THE PARK, FOR THE ACCEPTANCE OF PARK IMPROVEMENTS, IN THE AMOUNT OF FORTY-SIX THOUSAND SEVEN HUNDRED SEVENTY-SIX AND 79/100 DOLLARS (\$46,776.79) AND GREENWAY IMPROVEMENTS, IN THE AMOUNT OF SEVEN THOUSAND SEVEN HUNDRED FOURTEEN AND 50/100 DOLLARS (\$7,714.50), FOR A TOTAL AMOUNT OF FIFTY-FOUR THOUSAND FOUR HUNDRED NINETY-ONE AND 29/100 DOLLARS (\$54,491.29).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, that it is hereby authorizing the Mayor to enter into a Donation Standard Form Agreement, in substantially the form attached, with the Lyndhurst Foundation, Inc. for donation of improvements to a small public park located at the intersection of St. Elmo Avenue and Virginia Avenue, and to the Greenway Connection to the park, for the acceptance of park improvements, in the amount of \$46,776.79 and Greenway improvements, in the amount of \$7,714.50, for a total amount of \$54,491.29.

ADOPTED: August 13, 2019

/mem



CITY OF CHATTANOOGA
DONATION STANDARD FORM AGREEMENT

THIS DONATION STANDARD FORM AGREEMENT (hereafter “Agreement”) is entered into as of the stated Effective Date by the Donor and Donee (collectively “Parties”) referenced herein for the donation of goods and/or services more particularly described herein (hereafter “Donation”).

WHEREAS, certain Donor desires to donate certain real property and improvements made thereto for the use and enjoyment of the Donee;

WHEREAS, Donee accepts the donation for the use and enjoyment of the Donee.

NOW THEREFORE, in consideration of the mutual promises and terms set forth herein, the Parties agree as follows:

1. General Provisions

Effective Date	August _____, 2019
Donor: Name, Entity Type (e.g. Corporation, LLC, Non-profit, etc.), Address	Lyndhurst Foundation, Inc., a Tennessee non-profit corporation
Donee: Name, Entity, Address	Lyndhurst Foundation, Inc., a Tennessee non-profit corporation 517 E. 5 th Street Chattanooga, TN 37403
Donation	(1) Improvements to a small public park located at intersection of St. Elmo Avenue and Virginia Avenue; and (2) greenway connection to the park, as more particularly described on Exhibit A attached hereto and incorporated by reference.
Donation Value (in dollars)	Park improvements \$46,776.79 Greenway <u>7,714.50</u> Total \$54,491.29
Communication to Donor	Lyndhurst Foundation, Inc. 517 E. 5 th Street Chattanooga, TN 37403

Communication to Donee	City of Chattanooga Attention: Real Property of Economic and Community Development 101 E. 11 th Street, G-4 Chattanooga, TN 37402
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Donor agrees that by signing this Agreement they transfer any ownership interest they may have individually or collectively in the Donation to the Donee and that any such interest is free and clear of any liens or encumbrances and is paid in full.

2. Donor understands this is a non-refundable donation.
3. If required, Donor shall be responsible for ensuring the delivery of the Donation. Donee shall bear no cost for delivery related thereto.
4. To the extent applicable, Donor agrees that the Donee will not limit access to the Donation or discriminate on the basis of race, color, religions, sex, age or national origin, consistent with all applicable federal, state and local laws.
5. Donor agrees to hold the Donee harmless for any damage resulting to said Donation and understands it has no property interest in the Donation in the event the Donation is damaged or otherwise rendered unusable for any reason whatsoever, even through the negligence of the Donee.
6. In the event the Donee determines the Donation is no longer of benefit to the Donee, the Donee reserves all rights to donate or sell said Donation and retain all proceeds, consistent with the requirements set forth in the City Code.
7. Donor understands that the Donation affords it no special consideration, privileges or rights and imposes no duty on the Donee to afford them any special consideration, privileges or rights in the future.

[SIGNATURE PAGE TO FOLLOW]

The Parties affirm they are authorized representatives of the Donor and Donee with the capacity to enter into a legally binding agreement of behalf of the Donor and Donee. The Parties agree to the terms as stated herein and enter into this Agreement as of the Effective Date.

DONOR By: _____ Name/Title	Date:
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DONEE By: _____ Name/Title	Date:
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EXHIBIT A

Virginia Avenue Pocket Park and Greenway Expenditures			
	Vendor	Description	Expense
Pocket Park			
	Capital Signs	Wayfinding Signage	\$ 1,264.50
	City of Chattanooga	Land Disturbance Permit	\$ 265.00
	Kaizen Collaborative	Design Services	\$ 1,620.00
	Miller & Martin	Legal Work	\$ 2,500.00
	Outer Elements	Site Prep, Pavers, Landscaping, Bike Racks Benches, Bike Repair Station	\$ 35,420.85
	Sawasdee Restaurant	Reimbursement for Shrub Removal	\$ 420.00
	William Whitaker & Associates	Design Services	\$ 5,286.44
	Total		\$ 46,776.79
Greenway			
	Capital Signs	Wayfinding Signage	\$ 6,094.50
	Kaizen Collaborative	Design Services	\$ 1,620.00
	Total		\$ 7,714.50
	Grand Total		\$ 54,491.29