

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF TRANSPORTATION TO ENTER INTO A PARTNERSHIP AGREEMENT, PROJECT NO. S-15-012, WITH CHOO CHOO PARTNERS, LP FOR THE EAST 14TH STREET IMPROVEMENTS PROJECT, AND TO ACCEPT A CONTRIBUTION FROM CHOO CHOO PARTNERS, LP, IN THE AMOUNT OF SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00); AND TO ACCEPT A GRANT FROM THE BENWOOD FOUNDATION, IN THE AMOUNT OF ONE HUNDRED NINETY THOUSAND DOLLARS (\$190,000.00), FOR STREET LIGHTING AND OTHER STREET IMPROVEMENT COSTS, FOR A TOTAL AMOUNT OF TWO HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$255,000.00).

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 a Partnership Agreement, Project No. S-15-012, with Choo Choo Partners, LP for the East 14th Street Improvements Project, and to accept a contribution from Choo Choo Partners, LP, in the amount of \$65,000.00; and to accept a grant from the Benwood Foundation, in the amount of \$190,000.00, for street lighting and other street improvement costs, for a total amount of \$255,000.00.

ADOPTED: _____, 2016

/mem

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: January 11, 2016

Preparer: Bertran Kuyrkendall

Department: Transportation

Brief Description of Purpose for Resolution/Ordinance: _____ Res./Ord. # _____ Council District # 8

A City Council Resolution is requested to authorize the Administrator of the Department of Transportation to enter into a Partnership Agreement, Project No. S-15-012, with Choo Choo Partners, LP for the E. 14th Street Improvements Project and to accept a contribution of \$65,000.00 from Choo Choo Partners, LP and a grant of \$190,000.00 from the Benwood Foundation toward the street lighting and other street improvement costs.

Name of Vendor/Contractor/Grant, etc.	<u>Choo Choo Partners, LP</u>	New Contract/Project? (Yes or No)	<u>Yes</u>
Total project cost	\$ <u>404,500.00</u>	Funds Budgeted? (YES or NO)	<u>Yes</u>
Total City of Chattanooga Portion	\$ <u>149,500.00</u>	Provide Fund	<u>4016, 6031</u>
City Amount Funded	\$ <u>149,500.00</u>	Provide Cost Center	<u>K12105, K80132, K80206</u>
New City Funding Required	\$ <u>-</u>	Proposed Funding Source if not budgeted	_____
City's Match Percentage %	<u>37%</u>	Grant Period (if applicable)	_____

List all other funding sources and amount for each contributor.

<u>Amount(s)</u>	<u>Grantor(s)</u>
<u>\$65,000.00</u>	<u>Choo Choo Partners, LP</u>
<u>\$190,000.00</u>	<u>Benwood Foundation</u>
_____	_____

Agency Grant Number _____

CFDA Number if known _____

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

Approved by: _____

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

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

Revised: October, 2011



City of Chattanooga
DEPARTMENT OF TRANSPORTATION
DEVELOPMENT RESOURCE CENTER
1250 MARKET STREET, SUITE 3030
Chattanooga, Tennessee 37402-2713

January 25, 2016

Mr. Adam Kinsey
Choo Choo Partners LP
201 West Main Street, Suite 100
Chattanooga, TN 37408

Re: Project # S-15-012
E 14th Street Improvements

Dear Mr. Kinsey:

The City welcomes the opportunity to partner with you on the E 14th Street Improvements Project in conjunction with the ongoing redevelopment of the Chattanooga Choo Choo Hotel. Not only will this project enhance pedestrian safety and add to the sense of place between Market Street and Rossville Avenue, but it will also provide much-needed stormwater relief within the City's combined sewer area.

In this Partnership Agreement, the City will work together with you in order to design and construct the improvements that will rebuild E 14th Street and provide subsurface storage of stormwater runoff from the adjacent parcels. This will be a team effort to accomplish the desired outcome of an improved streetscape, greater accessibility, and improved stormwater quality.

Please find attached the Partnership Agreement. Please have it executed in blue ink on five (5) originals and returned to our attention so that we can move forward with the authorization to proceed.

Sincerely,

Brandon Sutton
Transportation Design Manager

Attachments

Cc: Blythe Bailey, Administrator of Transportation
Lee Norris, Administrator of Public Works
Bertran Kuyrkendall, City Transportation Engineer
Mark Heinzer, Engineering Manager – Stormwater
Central File

**CITY OF CHATTANOOGA DEPARTMENT OF TRANSPORTATION
PARTNERSHIP AGREEMENT**

S-15-012

The City of Chattanooga, a Tennessee municipal corporation ("City"), and Choo Choo Partners, L.P., a Limited Partnership with its principal office in Chattanooga, Tennessee, ("Owner") (collectively "Parties") enter into this Agreement on this ____ day of _____, 2016 ("Effective Date") to undertake certain obligations related to work to be performed along the East 14th Street frontage of the Chattanooga Choo Choo Hotel ("Property") located at 1400 Market Street, as part of the East 14th Streetscape Project, Project No. S-15-012, ("Project").

1. **Term.** This Agreement commences on the Effective Date stated herein and upon receipt of payment by the City from the Owner, and terminates upon completion of the Project, but no later than December 31, 2016.
2. **Project Funding.** The Parties agree to contribute funds to the Project, detailed as follows with all funds to be fully used for the implementation of this Project. All funding is required to be in place prior to bid award.

Private Contributions	\$65,000.00 to be contributed by the Owner to the City consistent with the City's invoicing and payment terms set forth by the City's Purchasing Department and prior to commencement of the Project. This contribution will be used directly towards the cost of the Project. \$190,000 grant from the Benwood Foundation to be used directly towards the cost of the Project.
City Contribution	Total City contribution is estimated to be as follows, subject to final bid selection and approval: \$100,000- City General Funds \$49,500- City Water Quality funds

3. **Responsibilities.** The Parties agree that each party has certain responsibilities to make this Project succeed. The responsibilities of each party are as follows:

Owner:

- (a) Owner or designee shall provide all existing land survey data as well as pre-existing design documents (concepts, construction details, etc.) for improvements to the Property along East 14th Street. Data shall be provided in AutoCAD format for the City's use and reference in generating construction drawings for the roadway improvements.
- (b) Owner or designee shall provide review services for the City's construction drawings to ensure compatibility with the recent improvements to the Property. Review shall include providing input for the pervious paver selection and pattern, as well as overall layout of materials.
- (c) Owner or designee shall install ambient street lighting on Property adjacent to the Project site in coordination with the Project design. Estimated cost of street lighting is \$35,000.

City:

- (d) Design the proposed improvements and let the project out for bid in accordance with standard City policies and procedures as well as all standard terms and conditions set forth by the City's Purchasing Department and consistent with the laws of the State of Tennessee and City Code. Ensure all funding is in place prior to bid award.
- (e) Generate full construction documents;
- (f) Prepare applicable permit applications;
- (g) Coordinate utility relocations and/or new service connections to adjacent properties;
- (h) City shall coordinate with construction sequencing in order to provide demolition and disposal services for existing roadway materials within the Project area. Subsequent to demolition and disposal, City shall provide construction inspection services throughout the construction phase of the project;

CDOT
(423) 643.5950
FAX: (423) 643.5951

- (i) City shall prepare an as-built survey of the proposed infrastructure installed as part of the Project.
4. Non-performance. In the unlikely event the City is unable to perform its duties under this Agreement, the Owner agrees to hold the City harmless and waive any rights to make any claim against the City for costs associated with non-performance.

The City and Choo Choo Partners are in agreement to the above terms as they pertain to the Project and by the execution of signatures below agree to perform their respective responsibilities as set out herein.

The terms as described above are agreeable to Choo Choo Partners L.P., and as an officer of the owner of the said company, I am authorized to enter into this Agreement and agree to the terms as described herein.

Mr. Adam Kinsey
Choo Choo Partners, L.P.

The terms as described above are agreeable to the City of Chattanooga, and as the Administrator for the Department of Transportation, I hereby agree to the terms as described.

Blythe Bailey, Administrator of Transportation