

RESOLUTION NO. 29372

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF TRANSPORTATION TO ENTER INTO A PARTNERSHIP AGREEMENT, PROJECT NO. T-18-001-807, WITH T. GENE EDWARDS, INC. FOR THE HOMESERVE OFFICE PROJECT AND TO ACCEPT A CONTRIBUTION IN THE AMOUNT OF THIRTY THOUSAND EIGHT HUNDRED SIX DOLLARS (\$30,806.00) TOWARDS THE COST OF SIDEWALK AND CURB-AND-GUTTER IMPLEMENTATION.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA,
That it is hereby authorizing the Administrator for the Department of Transportation to enter into a Partnership Agreement, Project No. T-18-001-807, with T. Gene Edwards, Inc. for the HomeServe Office Project and to accept a contribution in the amount of \$30,806.00 towards the cost of sidewalk and curb-and-gutter implementation.

ADOPTED: March 20, 2018

/mem



**CITY OF CHATTANOOGA
PUBLIC/PRIVATE PARTNERSHIP STANDARD FORM AGREEMENT**

This PUBLIC WORKS PUBLIC PRIVATE PARTNERSHIP STANDARD FORM AGREEMENT (“Agreement”) is entered into by the City of Chattanooga, a Tennessee Municipal Corporation, (hereafter “City”) and the Developer identified below, subject to the following terms and conditions:

1. General Terms

Effective Date	The Effective Date shall be the date this Agreement is signed by the City.
Developer Name	T. Gene Edwards
Developer Entity Type and Address	T. Gene Edwards, Inc. Attn: Ty Edwards 1309 Appling Street Chattanooga, TN 37406
Lessor ¹ Name and Address	Gene and Judy Edwards 3279 Bandy Road Ringgold, GA 30736
Project Name	Home Serve Office 7134 Lee Highway Land Disturbing Permit #17-40292
Project Number	T-18-001-807
Project Location	7134 Lee Highway Chattanooga, TN 37421
Term	This agreement shall run for twelve months from the Effective Date.
Source of Project Funds	100% of project funds to be provided by the Owner/Developer.

¹ The parties acknowledge and agree that the Lessors lease the property located at 7134 Lee Highway from the Industrial Development Board of Chattanooga.

Project Purpose	The parties are entering into this agreement in order for the City to accept a contribution for sidewalks and curbing in lieu of it being constructed by the development. Site plan for the development is shown in diagram attached as Exhibit A and incorporated herein by reference.
Communication to City	City of Chattanooga Department of Transportation Attn: Brandon Sutton 1250 Market Street, Suite 3030 Chattanooga, TN 37402 bsutton@chattanooga.gov
Communication to Developer	T. Gene Edwards, Inc. Attn: Ty Edwards 1309 Appling Street Chattanooga, TN 37406 (423) 421-3304 tyedwards@tgeneedwards.com
City Responsibilities	The City (through its sidewalk blanket contract) shall be responsible for the construction of sidewalks, curbing or similar hardscape improvements within the public right-of-way utilizing the costs to be paid by the Developer.
Developer Responsibilities	The Developer shall provide a contribution of \$30,806.00 towards the cost of sidewalk and curb-and-gutter implementation that would otherwise be constructed with the project along its Lee Highway property frontage. This cost consists of 584-linear feet of curb-and-gutter (\$26.50 per linear foot) and the same length of 5-foot wide concrete sidewalk (\$5.25 per square foot) improved public frontage. Said responsibilities are also set forth in the signed letter, attached here as Exhibit B, signed by Developer on or around July 26, 2017.

2. Project Purpose. The Parties enter into this Agreement for the Project Purpose stated in
3. Responsibilities. The City and Developer agree to undertake the responsibilities as set forth in Section 1.
4. Non-performance. In the unlikely event the City is unable to perform its duties under this Agreement, the Developer agrees to hold the City harmless and waive any rights to make any claim against the City for costs associated with non-performance.
5. Insurance. Consultant shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Consultant against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:
 - a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.

- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate. If any of the above cited policies expire during the life of this Agreement, it is the Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:
 - i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Worker's Compensation Insurance and Employer's Liability Insurance
 - d) Professional Liability Insurance
 - ii. Consultant's insurance must be primary insurance as respects performance of subject contract.
 - iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

6. Audit. City may audit all financial and related records (including digital) associated with the terms of the Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by Developer. City may further audit any records associated with the terms of the Agreement to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the expenditure of any funds appropriated by City) or to identify conflicts of interest. Developer shall at all times during the term of the Agreement and for a period of seven (7) years after the expiration or earlier termination of this Agreement, keep and maintain the foregoing records. Documents shall be maintained by Developer necessary to clearly reflect all work done and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. Developer shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by City at all reasonable times and upon reasonable prior notice.

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between Developer and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Developer's obligations to City

under this Agreement.

Costs of any audits conducted in accordance with this Section and not addressed elsewhere will be borne by City unless the audit identifies significant findings that benefit City. Developer shall reimburse City for the actual and reasonable costs of an audit that identifies significant findings that benefit City. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit City may have by federal, state, or municipal law, whether those rights, powers, or obligations are express or implied.

7. Indemnification. Developer agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Developer's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Developer, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Developer, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Developer, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Developer, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Developer shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

8. Miscellaneous.

8.1. Assignments. Neither this Agreement nor any rights, duties or obligations described in this Agreement shall be assigned or subcontracted by Developer without the prior written consent of City, which shall not be unreasonably withheld. In the event that the City approves an assignment, each and all of the terms and conditions of this Agreement shall extend to the benefit of the successors and assigns of Developer.

8.2. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

8.3. Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

8.4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be

Chattanooga Department of Transportation.Public-Private Partnership Agreement
bsutton@chattanooga.gov

ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provisions of this Agreement.

[SIGNATURES TO FOLLOW]

The City and Developer 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 signatories to this Agreement affirm they are duly authorized to sign on behalf of the represented entities.

CITY OF CHATTANOOGA
By:
Name/Title:

DEVELOPER
By:
Name/Title:

Verification Statements (Requesting Department and by Assigned Attorney)

Requesting Department verifies no changes have been made to this Standard Form Agreement without prior review & approval by the Office of the City Attorney. Signed & Dated	
An Attorney for the City has reviewed this Agreement and approves it as to form and legality. Signed & Dated	

SITE DATA:

PROPERTY INFORMATION:
 TAX MAP #: 139 P-C-007
 STREET ADDRESS: 7134 LEE HWY
 LOT SIZE: 6.52 ACRES

OWNER/DEVELOPER:
 T. GENE EDWARDS, INC.
 1309 APPLING STREET
 CHATTANOOGA, TN 37406

PROJECT ENGINEER:
 ASA ENGINEERING & CONSULTING, INC.
 109 E MARTIN LUTHER KING BLVD
 CHATTANOOGA, TN 37402
 423.805.3700

PROJECT INFORMATION:
 PROPOSED BUILDING HEIGHT: 1-STORY
 EXISTING BUILDING FOOTPRINT: 41,847 SF (GLA: 37,662 SF)

PARKING REQUIREMENTS:
REQUIRED: [259]
 OFFICE: 151 (4 SPACES PER 1,000 SF)
 RESTAURANT: 88 (1 SPACE PER 75 SF)

PROVIDED: [328]
 OFFICE: 240 (6 SPACES PER 1,000 SF)
 RESTAURANT: 88

ZONING INFORMATION:
 ZONING CLASSIFICATION: R-4
BUILDING SETBACKS:
 FRONT: 25'
 REAR: 25'
 SIDE: 6'

SURVEY INFORMATION:
 BOUNDARY AND TOPOGRAPHIC INFO TAKEN FROM A SURVEY BY ASA ENGINEERING & CONSULTING, INC.

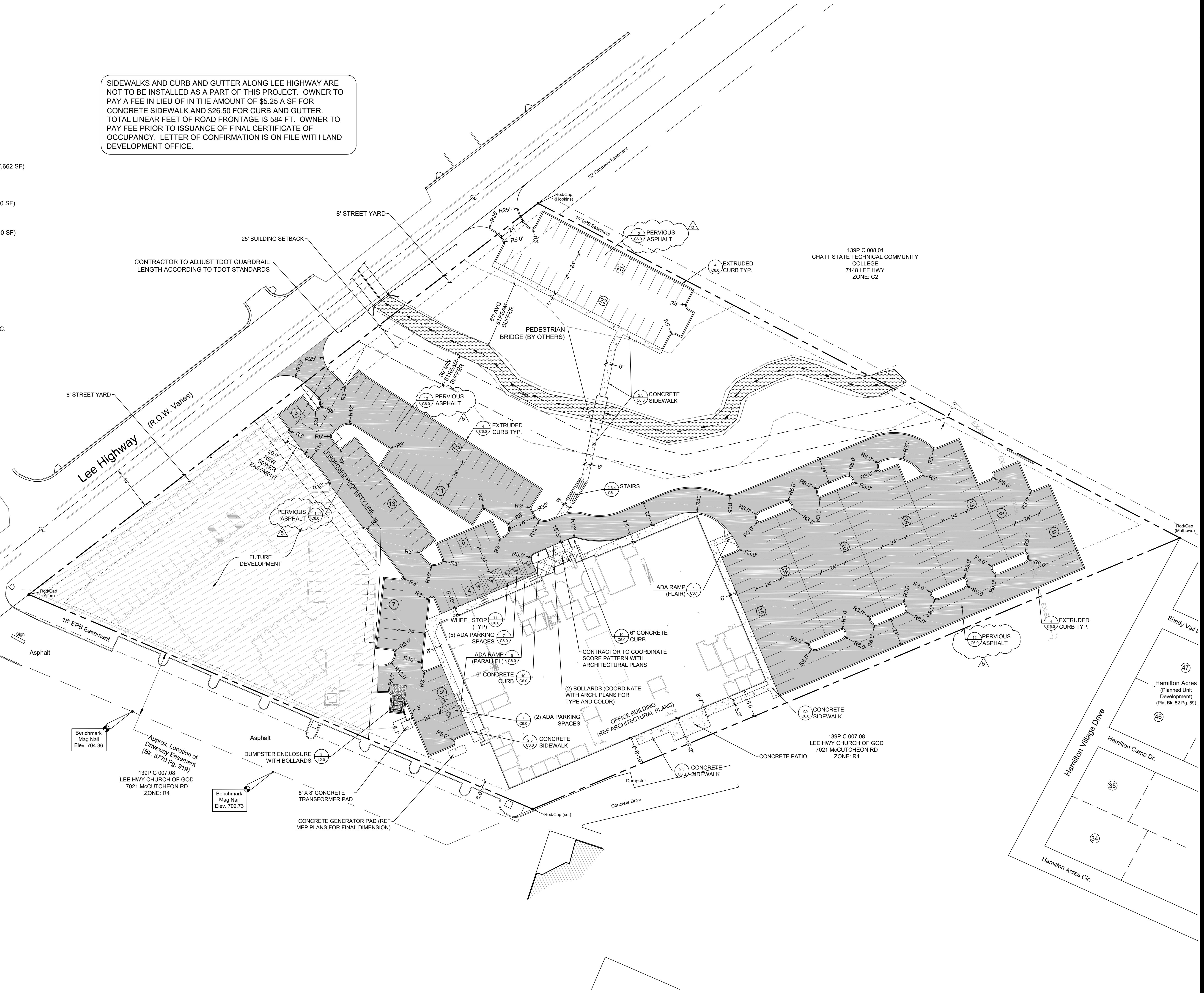
SIDEWALKS AND CURB AND GUTTER ALONG LEE HIGHWAY ARE NOT TO BE INSTALLED AS A PART OF THIS PROJECT. OWNER TO PAY A FEE IN LIEU OF IN THE AMOUNT OF \$5.25 A SF FOR CONCRETE SIDEWALK AND \$26.50 FOR CURB AND GUTTER. TOTAL LINEAR FEET OF ROAD FRONTAGE IS 584 FT. OWNER TO PAY FEE PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY. LETTER OF CONFIRMATION IS ON FILE WITH LAND DEVELOPMENT OFFICE.

PAVEMENT LEGEND

	ASPHALT PAVEMENT (REF DET 1, C6.0)
	HEAVY DUTY ASPHALT (REF DET 1, C6.0)
	HEAVY DUTY CONCRETE (REF DET 2, C6.0)
	CONCRETE SIDEWALK (REF DET 2 & 5, C6.0)

SITE NOTES:

- ALL PARKING SPACES TO BE 9' X 18' UNLESS OTHERWISE NOTED.
- REFERENCE SHEETS C6.0 & C6.1 FOR CONSTRUCTION DETAILS
- REFERENCE DETAIL 3, SHEET C6.0 FOR TURN DOWN SIDEWALK AT PAVEMENT.



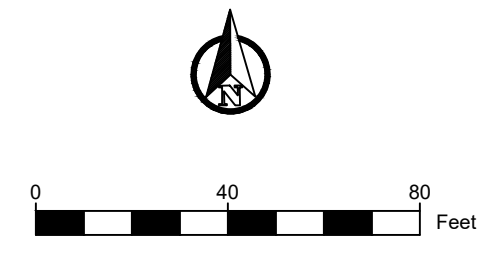
HOME SERVE OFFICE
 FOR
T. GENE EDWARDS, INC.
 7134 LEE HIGHWAY | CHATTANOOGA, TN

No.	Revision/Issue	Date
5	ADD: PERVIOUS ASPHALT	10-03-17
4	REV. DRIVE PER TDOT COMMENTS	08-09-17
3	CITY COMMENTS	07-26-17
2	CITY COMMENTS	07-05-17

PROJECT NO. 17-0010
 DATE 05/12/2017
 SCALE AS SHOWN
 DESIGNED BY MLD
 DRAWN BY WTBM
 CHECKED BY AWJ
 TITLE

SITE PLAN
 SHEET NO.
C2.0

05/2017 10:48:26 PM | J:\01_L_Proj\051717-0010 Lee Highway Development\05-Engineering\Civil\Sheets\C2.0 SITE PLAN.dwg |



July 26, 2017

Via email: bsutton@chattanooga.gov

City of Chattanooga Transportation Department
Mr. Brandon Sutton
1250 Market Street
Chattanooga, TN 37402

Re: Land Disturbance Permit #17-40292

Dear Mr. Sutton,

I am the owner and developer of 7134 Lee Highway, and I understand that installing sidewalks and curb and gutter along Lee Highway is not feasible with my development. The City of Chattanooga Transportation Department has required that I pay a fee in lieu of for not being able to install these improvements. As a condition to obtaining my Final Certificate of Occupancy, I understand that I will need to move forward with a shared partnership agreement with the city agreeing to pay for the cost of sidewalk and curb and gutter implementation. I also understand that these monies may not be used to improve Lee Highway where my property is located. My property has 584 linear feet of frontage, and I agree to pay \$5.25 a square foot for a 5-foot sidewalk and \$26.50 a linear foot for curb and gutter. This total amount is equal to an amount of \$30,806.00. This letter is confirmation that I agree to pay this fee as a condition to obtaining my Final Certificate of Occupancy.

Sincerely,



Ty Edwards
T. Gene Edwards, Inc.