

Resolution No. _____

A resolution accepting an in-kind grant from the Joe C. Davis Foundation and the Friends of Mill Ridge Park to the Metropolitan Government, acting by and through the Metropolitan Board of Parks and Recreation, to create a master plan for the Moore Farm at Mill Ridge Park.

WHEREAS, the Joe C. Davis Foundation and the Friends of Mill Ridge Park have awarded an in-kind grant, with an estimated value of \$25,000.00 with no cash match required, to the Metropolitan Government, acting by and through the Metropolitan Board of Parks and Recreation, to create a master plan for the Moore Farm at Mill Ridge Park; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this in-kind grant be accepted.


NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the in-kind grant by and between the Joe C. Davis Foundation and the Friends of Mill Ridge Park, with an estimated value of \$25,000.00, to the Metropolitan Government, acting by and through the Metropolitan Board of Parks and Recreation, for a master plan for the Moore Farm at Mill Ridge Park, a copy of which is attached hereto and incorporated herein, is hereby approved.

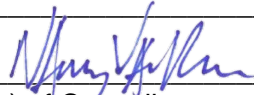
Section 2. That this in-kind grant be appropriated to the Metropolitan Nashville Parks and Recreation Department based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumbo, Director
Department of Finance

INTRODUCED BY:


Member(s) of Council

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Assistant Metropolitan Attorney

GRANT SUMMARY SHEET


Grant FOMR Farmhouse Masterplan 21
Department: PARKS & RECREATION
Grantor: FRIENDS OF MILL RIDGE PARK
Pass-Through Grantor
Total Award this \$0.00
Cash Match \$0.00
Department Alan Enzo
862-8400
Status NEW

Program Description:

This in-kind grant provides a documented master plan for the Moore Farm at Mill Ridge Park valued at \$25,000.00; there is no match or other requirements from Parks or Metro government. There is no end date.

Plan for continuation of services upon

N/A

B.A. Initials 

Grants Tracking Form

Part One

| | | | | | | | |
|--|----------------|---|--|---|----------------------|--|--|
| Pre-Application <input type="radio"/> | | Application <input type="radio"/> | | Award Acceptance <input checked="" type="radio"/> | | Contract Amendment <input type="radio"/> | |
| Department | Dept. No. | Contact | | | Phone | Fax | |
| PARKS & RECREATION | 040 | Alan Enzo | | | 862-8400 | 862-8414 | |
| Grant Name: | | FOMR Farmhouse Masterplan 21 | | | | | |
| Grantor: | | FRIENDS OF MILL RIDGE PARK | Other: | | | | |
| Grant Period From: | | 08/03/21 | <small>(applications only)</small> Anticipated Application Date: | | | | |
| Grant Period To: | | | <small>(applications only)</small> Application Deadline: | | | | |
| Funding Type: | OTHER | Multi-Department Grant | | <input type="checkbox"/> If yes, list below. | | | |
| Pass-Thru: | | Outside Consultant Project: | | <input type="checkbox"/> | | | |
| Award Type: | OTHER | Total Award: | | \$0.00 | | | |
| Status: | NEW | Metro Cash Match: | | \$0.00 | | | |
| Metro Category: | New Initiative | Metro In-Kind Match: | | \$0.00 | | | |
| CFDA # | N/A | Is Council approval required? | | <input checked="" type="checkbox"/> | | | |
| Project Description: | | <small>Applic. Submitted Electronically?</small> <input type="checkbox"/> | | | | | |
| <p>This in-kind grant provides a documented master plan for the Moore Farm at Mill Ridge Park valued at \$25,000.00; there is no match or other requirements from Parks or Metro government. There is no end date.</p> | | | | | | | |
| Plan for continuation of service after expiration of grant/Budgetary Impact: | | | | | | | |
| N/A. | | | | | | | |
| How is Match Determined? | | | | | | | |
| Fixed Amount of \$ | | \$0.00 | or | 0.0% | % of Grant | | Other: <input type="checkbox"/> |
| Explanation for "Other" means of determining match: | | | | | | | |
| | | | | | | | |
| For this Metro FY, how much of the required local Metro cash match: | | | | | | | |
| Is already in department budget? | | N/A | Fund | | Business Unit | | |
| Is not budgeted? | | \$0.00 | Proposed Source of Match: | | N/A | | |
| (Indicate Match Amount & Source for Remaining Grant Years in Budget Below) | | | Requested from Cont. Match Fund: | | | | N/A |
| Other: | | | | | | | |
| Number of FTEs the grant will fund: | | 0.00 | Actual number of positions added: | | 0.00 | | |
| Departmental Indirect Cost Rate | | 21.63% | Indirect Cost of Grant to Metro: | | \$0.00 | | |
| *Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No | | % Allow. | 0.00% | Ind. Cost Requested from Grantor: | | \$0.00 | |
| *(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions) | | | | | | | |
| Draw down allowable? <input type="checkbox"/> | | | | | | | |
| Metro or Community-based Partners: | | | | | | | |

Part Two

| Grant Budget | | | | | | | | | | |
|-----------------------------|-------------------|-----------------|---------------|---------------|----------------------|-------------------------|---------------------|-----------------------|------------------------|-----------------------------|
| Budget Year | Metro Fiscal Year | Federal Grantor | State Grantor | Other Grantor | Local Match Cash | Match Source (Fund, BU) | Local Match In-Kind | Total Grant Each Year | Indirect Cost to Metro | Ind. Cost Neg. from Grantor |
| Yr 1 | FY22 | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Yr 2 | FY__ | | | | | | | | | |
| Yr 3 | FY__ | | | | | | | | | |
| Yr 4 | FY__ | | | | | | | | | |
| Yr 5 | FY__ | | | | | | | | | |
| Total | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Date Awarded: | | | | 07/07/21 | Tot. Awarded: | | \$0.00 | Contract#: | | LETTER |
| (or) Date Denied: | | | | | Reason: | | | | | |
| (or) Date Withdrawn: | | | | | Reason: | | | | | |

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov



Friends of Mill Ridge Park
P.O. Box 676
Antioch, Tennessee 37011

July 14, 2021

Metropolitan Council of Davidson County
One Public Square, Suite 204
P. O. Box 196300
Nashville, TN 37219-630

Dear Council of Metropolitan Davidson County,

Subject: Master Plan for the Moore Farm at Mill Ridge Park

This letter serves to clarify details pertaining to the vote of approval by the Metropolitan Board of Parks and Recreation on Tuesday, July 6, 2021, regarding the following request:

07-21-07 The Joe C. Davis Foundation and Friends of Mill Ridge Park requests acceptance of a documented master plan for the Moore Farm at Mill Ridge Park. The creation of the master plan is valued at up to \$25,000 and aligns with the existing master plan for Mill Ridge Park.

The aforementioned master plan involves multiple components and will be funded by The Joe C. Davis Foundation and Friends of Mill Ridge Park up to \$25,000. The master plan requires no match. The master plan will include professional services by Hodgson Douglas Landscaping Architecture at a cost of \$10,900. Additionally, we will cover costs related to additional research, expertise, and technical assistance required for the master plan. The total cost of the master plan will not exceed \$25,000 in total.

Thanks for your consideration.

Darrell Hawks
Executive Director



METROPOLITAN BOARD OF PARKS AND RECREATION

Centennial Park Office
Park Plaza at Oman Street
Nashville, TN 37201

(615) 862-8400
Fax (615) 862-8414
www.nashville.gov/parks

July 7, 2021

Monique Horton Odom, Director

The Friends of Mill Ridge Park
Mr. Darrell Hawks, Director
1020 9th Ave. N
Nashville, TN 37208

Dear Mr. Hawks:

As you are aware the Metro Parks Board, at its meeting held Tuesday, July 6, 2021, approved a request from The Joe C. Davis Foundation and Friends of Mill Ridge Park for acceptance of a documented master plan for the Moore Farm at Mill Ridge Park valued at \$25,000. The creation of this master plan aligns with the existing master plan for Mill Ridge Park.

This donation will not require any matching funds and/or obligation from Metro Parks or the Metropolitan Government.

If further information is needed regarding the donation process, please contact Mr. Alan Enzo of my staff; he may be reached at 615 862-8400. On behalf of Metro Parks, thank you for this generous contribution to our parks system.

Sincerely,

Monique Horton Odom, Director
and Secretary to the Board

:mp

c: Mr. Alan Enzo
Ms. Chinita White
Mr. Darrell Hawks

"It is the mission of Metro Parks and Recreation to sustainably and equitably provide everyone in Nashville with an inviting network of parks and greenways that offer health, wellness and quality of life through recreation, conservation and community"



FOR ADA ACCOMMODATIONS, PLEASE CONTACT 615-862-8400

WE ARE AN EQUAL OPPORTUNITY EMPLOYER



PROPOSAL

MOORE FARMHOUSE AT MILL RIDGE REGIONAL PARK
NASHVILLE, TN

To: Darrell Hawkes
Friends of Mill Ridge Park

From: Richie Jones
HDLA
507 Main Street
Nashville, TN 37206
615.327.4447
rjones@hodgsondouglas.com

Date: April 28, 2021

RE: Proposal for Landscape Architecture Services

We are pleased to submit the following proposal for Landscape Architectural Planning Services for the Moore Farmhouse at Mill Ridge Regional Park in Nashville, TN. We are appreciative for the opportunity to work with you on this project.

As we understand the project, the Friends of Mill Ridge Park (FOMR) will restore, maintain, and program usage for the Moore Farmhouse. HDLA services will include working with FOMR to create a refined true use and development plan including program options for the farmhouse and its surrounding land. The land use and development plan will also include revisiting previous ideas for the conversion of the existing barn into a usable space for revenue generation. HDLA will also help establish connections back to Mill Ridge Regional Park Phase 1 and the adjacent Nashville Food Project site including connections through the 60 acres acquired from Sue Clark. HDLA will assist FOMR to capture any ideas (that surface during this process) for the possible development and use of the Clark land for further exploration and planning in a separate and future scope when funding is available. HDLA will assist FOMR with the engagement of their board, funders, partners (similar to and in addition to the Nashville Food Project), and participants with various interests and expertise.

We are proposing to begin this process with a virtual Strategic Planning Session led by HDLA. This would be a half-day planning session in which HDLA meets with FOMR. The deliverable following this planning session will be concept plan diagrams (and alternatives if needed) that can be used by FOMR to take necessary next steps for plan implementation.

HDLA proposes to undertake this design exercise on an Hourly Not to Exceed (HNTE) basis and anticipates 50-80 hours to complete this work for the completion of the Strategic Planning Session to the creation of the hand-colored diagram sketch.

COMPENSATION

We have based the following fee schedule on our experience, anticipated project budget and anticipated time it will take to complete the below tasks. If we have misunderstood any part of this scope, we are happy to review both the scope of work as well as associated fees.



Strategic Planning Sessions, Design Ideation & Collaborative Design Charrette:

Strategic Planning Sessions (2 sessions)

Refined True Use and Development Plan

Hand-Colored Diagram Sketches and alternatives (if requested)

Hourly not to exceed\$10,900.00

Above fees represent HDLA 2021 Hourly Rates.

Excluded from the basic fee would be reimbursable expenses incurred on the Owner’s behalf including photocopies, printing, plotting, postage, fax, overnight services, courier service, photography, travel, mileage @ .56/mile and per diem expenses. All moneys over 30 days shall be assessed 1% interest per month.

Reimbursable expenses shall be billed at cost.

Billing will be monthly for all work performed and expenses incurred on your behalf.

ADDITIONAL SERVICES

These are services which may be required that are not a part of or are out of sequence to the basic services. They include:

- 1. Artist Renderings

In contracting HDLA for professional services, the Client warrants that funds are available to compensate HDLA for the total amount of services and expenses contracted and that these funds are neither encumbered nor contingent upon granting of approvals, permits, or financial commitments by lending institutions or third parties.

Attached to and a part of this agreement are standard Terms and Conditions of the Agreement. In signing this agreement, the Client is also agreeing to the Terms and Conditions attached herein.

TERMINATION

The client or HDLA may terminate this agreement for reasons which may arise. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective seven (7) calendar days after receipt of the termination notice. Irrespective of which party shall affect termination or the cause thereof, the Client shall, within thirty (30) calendar days of termination, remunerate HDLA for services.

We appreciate the opportunity to be of service. If you are in agreement, please sign below and return one copy for our files.

HDLA

Date

Friends of Mill Ridge Park

Date



2021 HDLA FEE CHART

Partner \$190/hr.

Sr. Landscape Architect \$135/hr.

Landscape Architect \$115/hr.

Landscape Architect Intern \$95/hr.

Technician/Draftsman \$65/hr.

Clerical \$50/hr.



TERMS AND CONDITIONS

1. ACCESS TO THE SITE/JOBSITE SAFETY:

Unless otherwise stated, HDLA, hereinafter referred to as the CONSULTANT, will have access to the site for activities necessary for the performance of the services. The CONSULTANT will take precautions to minimize damage resulting for these activities, but has not included in the project fee the cost of restoration of any resulting damage.

The CONSULTANT has not been retained or compensated to provide design and construction observation services related to the CONTRACTOR'S safety precautions or to means, methods, techniques, sequences or procedures for the CONTRACTOR to perform his work. The CLIENT understands that the CONSULTANT is not responsible, in any way, for the means, methods, techniques, sequences, procedures, or scheduling of construction, or for jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site.

2. INDEMNIFICATION:

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CONSULTANT'S negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the CONSULTANT is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this agreement.

The CONSULTANT is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

3. INSURANCE:

The CONSULTANT shall secure and endeavor to maintain such insurance as will protect the CLIENT from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the CONSULTANTS services under this agreement.

4. RISKALLOCATION/LIMITATION OF LIABILITY:

In recognition of the relative risks, rewards and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses, including attorney's fees, arising out of this Agreement, from any cause or causes, shall not exceed the total amount of the \$2,000,000.00 which is the limit of the CONSULTANTS professional liability insurance for any claim arising out of the CONSULTANT's negligence.

5. TERMINATION OF SERVICES:

This Agreement may be terminated by the CLIENT or by the CONSULTANT upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the CLIENT, the CONSULTANT shall be paid for services performed to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to termination, plus 15% of the total compensation earned to the time of termination to account for the CONSULTANT'S rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

Client's Initials _____



6. REIMBURSABLE EXPENSES:

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expense of transportation and living when traveling in connection with the Project; long distance calls; overnight mail; telecopies; and fees paid for testing and/or for securing approval of authorities having jurisdiction over the Project; (b) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the Project for the CLIENT's review and approval; and (c) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT. Reimbursable expenses shall be billed at the cost incurred by the CONSULTANT.

7. DISPUTES RESOLUTION:

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

8. OWNERSHIP OF DOCUMENTS:

It is understood by and between the parties to this Agreement that all drawings, specifications and other work products of the CONSULTANT for this Project shall remain the property of the CONSULTANT and are instruments of the service for this Project only and shall apply to this particular Project and any reuse of instruments of service of the CONSULTANT by the CLIENT for any extensions of the PROJECT or for any other project without the written permission of the CONSULTANT shall be at the CLIENT's sole risk, and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT for any unauthorized reuse of the CONSULTANT's instruments of service by the CLIENT or by others acting through or on behalf of the CLIENT. Any reuse or adaptation of the CONSULTANT's instruments of service on other projects shall entitle the CONSULTANT to additional compensation in an amount to be agreed upon by the CLIENT and the CONSULTANT.

9. GOVERNING LAW:

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Tennessee. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

10. PAYMENT TO THE CONSULTANT:

Fees for services shall be as provided in this Agreement. Where the approximate total fee is based on a manpower estimate and is to be billed on an hourly basis per the CONSULTANT's Standard Fee Schedule, this total fee shall be understood to be an estimate. If the CONSULTANT's estimate is exceeded by more than ten percent (10%), the CLIENT shall be so notified in advance.

Progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty days of the CONSULTANT's submittal of the monthly invoice. Past due amounts include a charge of 1 ½ % per month for interest from the thirtieth (30th) day.

If the CLIENT fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving seven days written notice to the CLIENT, suspend services under this Agreement and retain all work products deliverable to the CLIENT until full payment. The project completion date shall be automatically extended by the number of days services are suspended.

No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payment(s) to CONTRACTORS.

If the Project is delayed or if the CONSULTANT's services for the Project are delayed or suspended for more than three months for reasons beyond the CONSULTANT's control, the CONSULTANT may, after giving seven days written notice to the CLIENT, terminate this Agreement, and the CLIENT shall compensate the CONSULTANT in accordance with the termination provision contained in this Agreement.

Client's Initials _____



11. CLIENT'S RESPONSIBILITIES:

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond within 14 days for notice periods to Consultant's submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private properties as necessary to accomplish the work;

Furnish approvals and permits from all governmental authorities and/or agencies having jurisdiction over the Project;

Provide the CONSULTANT with means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof; and

Compensate the CONSULTANT for services rendered under this Agreement.

12. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

The CONSULTANT intends to render services under the terms of this Agreement in accordance with generally accepted professional practices consistent with the intended use of the Project and makes no warranty either expressed or implied.

Any *opinion of construction cost* prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to CONTRACTOR bids or actual cost to the CLIENT.

13. CHANGES TO THE SCOPE OF SERVICE:

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this Agreement by written amendment. Any changes made to the construction documents by the CLIENT, or the CLIENT's representative's, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death resulting from the unauthorized alteration of construction documents.

Client's Initials _____



14. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing, or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably ascertain.

15. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:

It is understood and agreed that the CONSULTANT'S *Basic Services* under this Agreement may include limited project observation or review of the CONTRACTOR'S performance and limited construction phase services, and that some such services may be provided by the ARCHITECT or by another party selected at the sole discretion of the CLIENT.

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase services and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for *Additional Services* as provided in this Agreement.

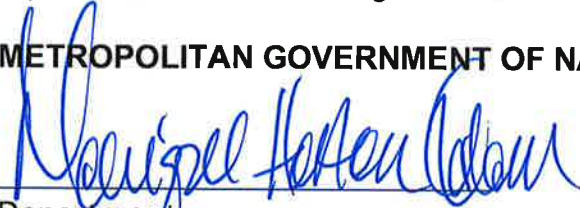
Client's Initials _____

**SIGNATURE PAGE
FOR**

GRANT NO. FOMR Farmhouse Masterplan 2021

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY


Department

7/9/21
Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

DocuSigned by:

Director of Finance

8/25/2021
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Director of Insurance

8/25/2021
Date

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:

Metropolitan Attorney

8/25/2021
Date

FILED:

Metropolitan Clerk

Date