

MEMORANDUM OF UNDERSTANDING
Chattahoochee River Park Management

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), made and entered into this 4th day of February, 2013, amongst the CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA (the "City") and UPTOWN COLUMBUS, INC., a non-profit corporation ("UCI").

BACKGROUND

The River Restoration Project will bring the Chattahoochee River back to its natural flow by breaching 2 dams in this 2.5 mile stretch of the river. This project will restore the Chattahoochee River to the economic engine that it was in our past and provide environmental benefit.

The project will serve as a catalyst for the restoration of properties within this National Historic Landmark District. This restoration will allow the river to regain its historic, environmental, educational, recreational and economic function to these communities. Restoring this 2.5-mile stretch of river channel will reveal magnificent shoals and river rapids and will restore the fall line habitat for rare and endangered species like the shoal bass, mussels and shoal spider lilies.

Based upon a Columbus State University economic impact study, when the project is completed the Valley region stands to benefit economically in several key areas including:

- Drawing visitors from a 5-hour driving radius
- Attracting 188,000 sports participants to the venue annually - 144,000 of which are expected to be from out of town; not to mention an additional estimated 10 spectators for each paddler will be attracted to the river bringing approximately 1.5M people to the riverfront each year
- Generating a total economic impact of \$42M a year, including more than \$2M from new sales and hotel/motel tax revenue
- Creating more than 700 new jobs

In connection with the proposed implementation, development and construction of the River Restoration Project as shown on Exhibit "A" attached hereto and made a part hereof, the City desires to be a partner with the development of the project. UCI is the owner of the property shown on Exhibit "B" and currently is in the process of developing said property into the River Restoration Project. UCI is a non-profit organization that is responsible for the overall growth and development of the central business district. (which encompasses the property shown on Exhibit "B"). The parties acknowledge the benefit to each party individually of having: (i) UCI coordinate the development of the project and (ii) UCI causing the work to be constructed.

NOW THEREFORE, the parties hereto wish to set forth the general terms of the understanding with respect to the management of the Chattahoochee River Park (CRP).

AGREEMENT

1. Completion of the Construction: At the completion of the construction of the Project or upon initiation of whitewater outfitter operations in the Chattahoochee River Park, UCI the Developer will gift to the City the property known as Eagle Phenix (app. 24ac) and City Mills (app 99ac). This property will become the Chattahoochee River Park, and the City will lease back the property to UCI for \$1.00 per year for ten years, with an option for a ten-year renewal upon approval of Columbus Council.
2. Management: UCI will be responsible for the oversight of operations of CRP. This will include:
 - a. Procurement and oversight of Outfitters at City-designated river access points, as shown on Exhibit "C". UCI shall insure that all such Outfitters perform their duties in accordance with generally accepted standards for whitewater operations
 - b. Access control
 - i. UCI will manage City-designated river access and take out points from South of the Federal Energy Regulatory Commission boundary to the Trade Center landing.

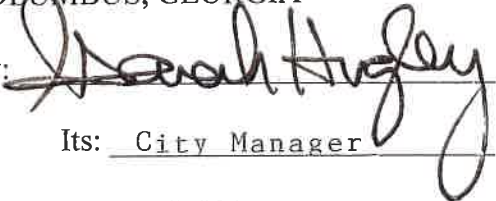
- ii. UCI will receive a fee from any Outfitter for Outfitter Guide Services for whitewater operations.
 - iii. The City shall receive a fee from Uptown Columbus, Inc. for Outfitter Guide Services equal to 3.5% of the prevailing approved Outfitter Guide Services fee for each individual rafter utilizing Outfitter Guide Services.
 - iv. UCI and Outfitter or Outfitters will develop a system of accountability to determine all Outfitter Guide Services revenue owed to UCI and City for whitewater operations, subject to approval of the City Finance Department.
 - c. Coordination with Columbus Police Department on security.
 - d. Coordination with Columbus Fire and EMS Department and Department of Natural Resources on safety and rescue.
 - e. Maintenance and trash removal at the City-designated river access points.
 - f. Maintaining of in-river whitewater features.
 - g. UCI will control all City-designated river access points from South of the Federal Energy Regulatory Commission boundary to Trade Center Landing.
 - h. Event planning and operations, subject to special events sponsored by the City.
3. Indemnity and Insurance: UCI shall indemnify and hold City harmless for any and all claims of liability for personal injury, property damage or death which may arise or occur out of performance under this agreement. UCI shall require any Outfitter to purchase and demonstrate general public liability insurance coverage in an amount not less than \$1,000,000.00 and City shall be named as an additional insured in all such policies. Uptown further agrees to provide Commercial General Liability (or equivalent) coverage on an occurrence (not claims made) basis as required in the City's Lease Agreement with Georgia Power, Section 10.10 (a)-(d) of at least \$10 million for any one occurrence and including broad-form contractual liability coverage, completed operations coverage, broad-form bodily injury and property damage coverage and severability of interest for each insured, subject to a commercially reasonable deductible applicable to any person or entity utilizing the Property.
4. Binding Effect: The MOU sets forth the understanding and commitment of the parties and may be modified and amended by a more definitive agreement, but the obligations of the parties set forth herein are intended to be binding upon the parties, subject, however, to the prior approval of the MOU by the Columbus Council and UCI .
5. Governing Law: This MOU will be governed by and construed in accordance with the laws of the State of Georgia.
6. Notices: All notices and other communications permitted or given in connections with this MOU shall be in writing and shall be deemed to have been properly given if delivered in person, or by courier, or sent by United States mail, Registered or Certified, Return Receipt Requested, to the addresses set forth below or to such other address as may be from time to time specified by written notice delivered in accordance herewith:
7. Authorization to apply for Grant Funding: The Mayor and City Manager are authorized to approve the application for grant funding as identified for this project. The application for any grant funding shall not require an additional match commitment beyond the amount outlined in Paragraph 3 of this document. The Mayor and City Manager are further authorized to execute any and all documents necessary to receive grant funds and facilitate the completion of the project.

If to the City: Columbus Consolidated Government of Columbus, Georgia
 Attn: City Manager
 P.O. Box 1340
 Columbus, Georgia 31902-1340

If to UCI: Uptown Columbus, Inc.
 Richard Bishop
 P.O. Box 1237
 Columbus, Georgia 31902-1237

IN WITNESS WHEREAS, the parties have caused this Memorandum to be executed as of the day and year first above written.

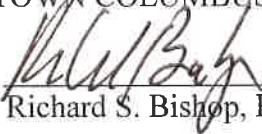
CONSOLIDATED GOVERNMENT OF
COLUMBUS, GEORGIA

By: 

Its: City Manager

(SEAL OF CITY)

UPTOWN COLUMBUS, INC.

By: 
Richard S. Bishop, President

(CORPORATE SEAL)

EXECUTION AUTHORIZED

By Resolution No. 251-12


Clerk of Council

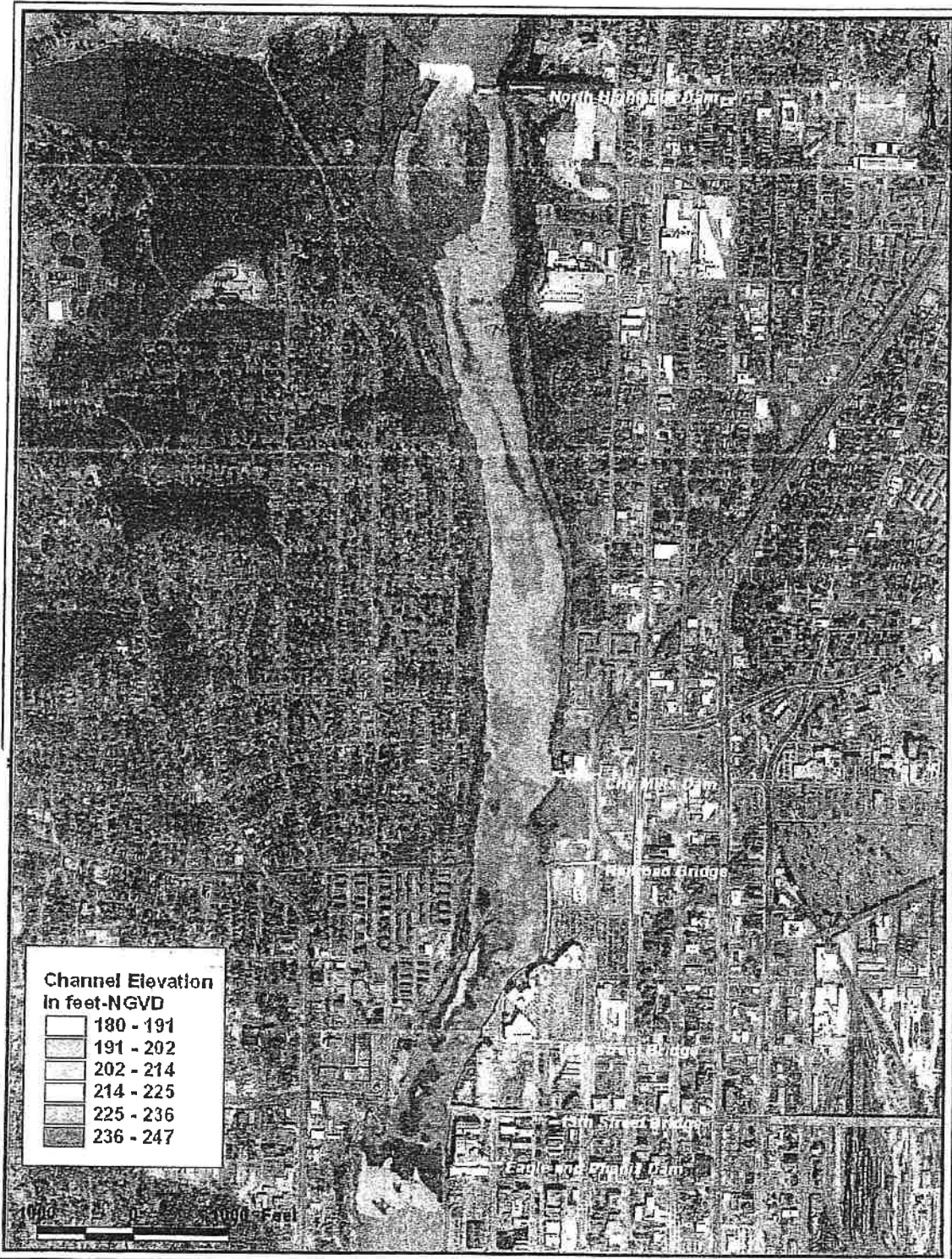
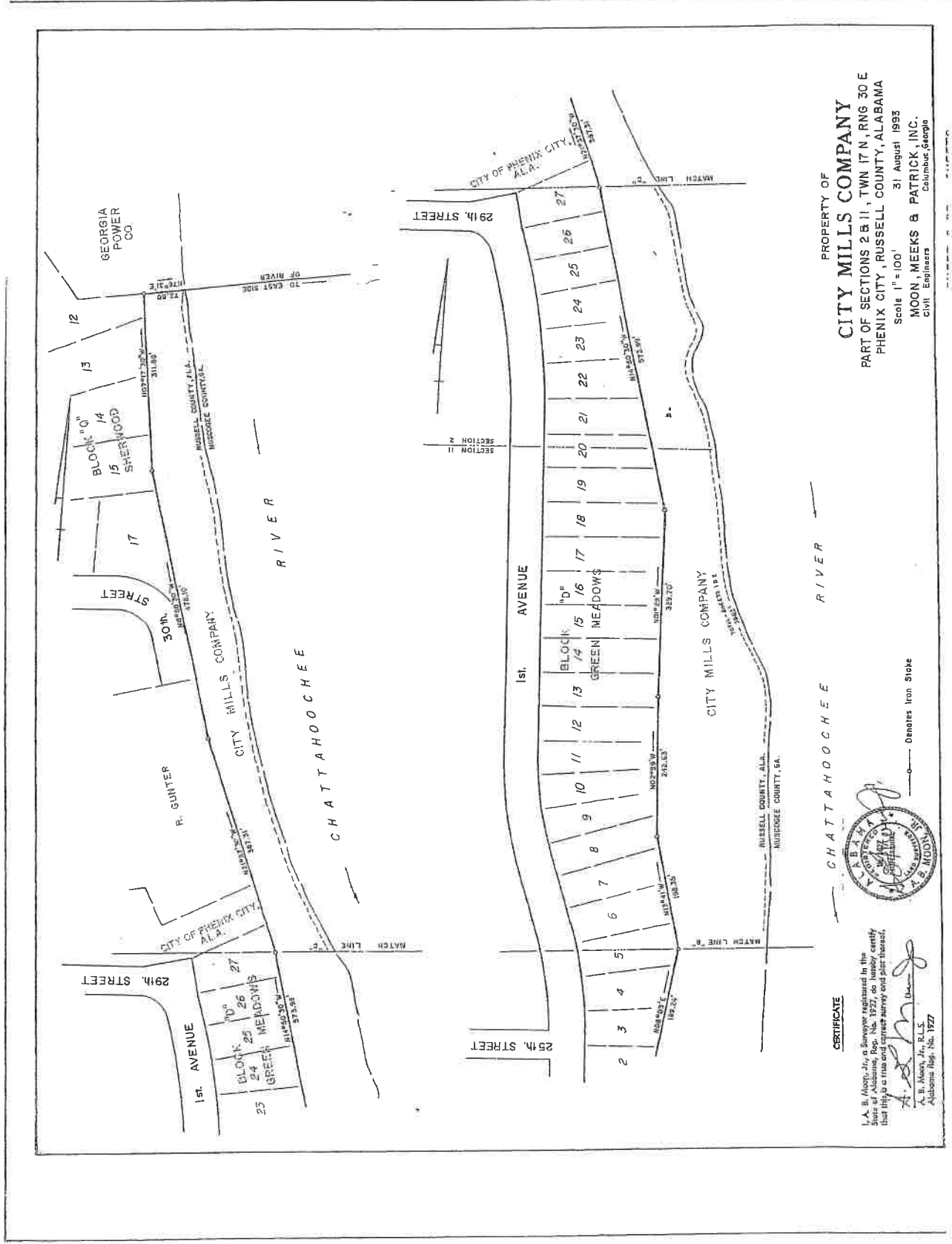


Figure 7. Topographic survey of the Chattahoochee River channel

Exhibit B
Page 1
99 Acres



PROPERTY OF
CITY MILLS COMPANY
PART OF SECTIONS 2 & 11, TOWN 17 N, RANGE 30 E
PHENIX CITY, RUSSELL COUNTY, ALABAMA
Scale 1" = 100'
MOON, MEEKS & PATRICK, INC.
Civil Engineers
Columbus, Georgia

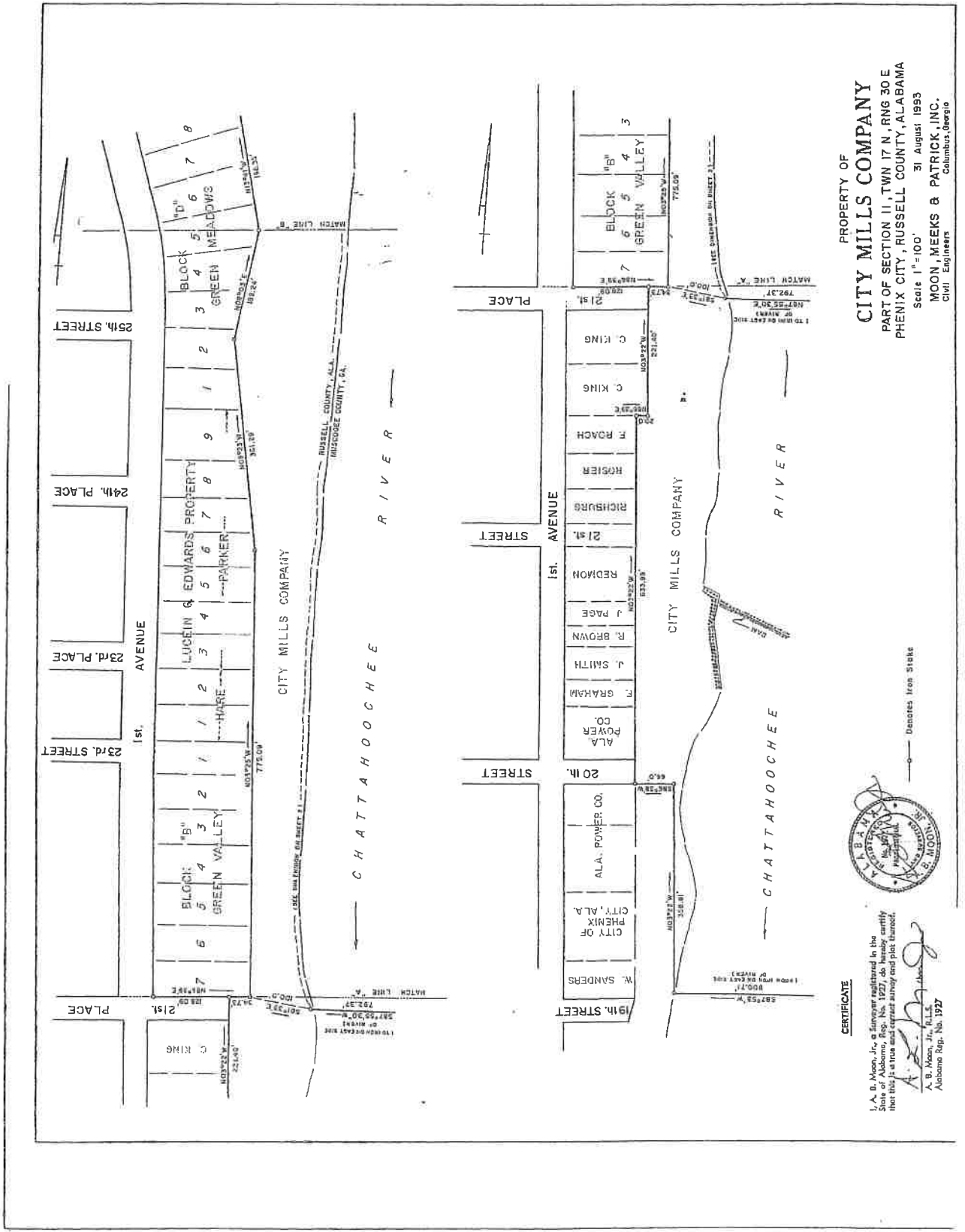
CHATTAHOOCHEE RIVER
CITY MILLS COMPANY
RUSSELL COUNTY, ALA.
RUSSELL COUNTY, ALA.
RUSSELL COUNTY, GA.

CERTIFICATE
L. A. B. Moon, Jr., a Surveyor registered in the State of Alabama, Reg. No. 1927, do hereby certify that this is a true and correct survey of the above described property.

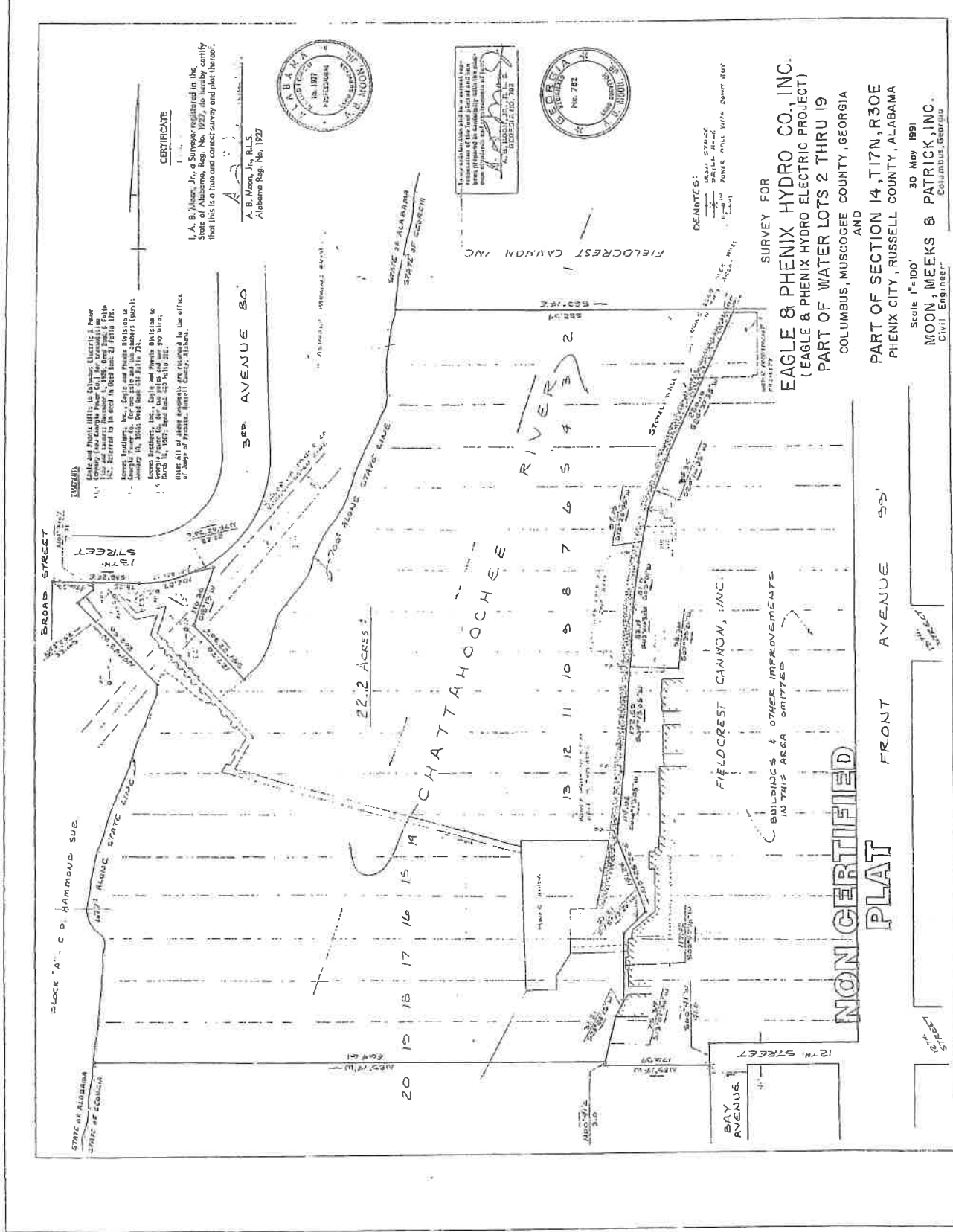
L. A. B. Moon, Jr.
L. A. B. Moon, Jr., R. L. E.
Alabama Reg. No. 1927

Denotes Iron Stake





CERTIFICATE
 I, A. B. Moon, Jr., Engineer registered in the State of Alabama, do hereby certify that this is a true and correct survey and plat thereof.
 A. B. Moon, Jr., P.L.L.C.
 Alabama Reg. No. 1927
 Denotes Iron Stake



EMENDS

1. Deleted the portion of the Chattahoochee River shown on the map of the State of Alabama, No. 109, dated March 10, 1927, and replaced it with the portion of the river shown on the map of the State of Alabama, No. 109, dated March 10, 1927, and replaced it with the portion of the river shown on the map of the State of Alabama, No. 109, dated March 10, 1927.
2. Deleted the portion of the Chattahoochee River shown on the map of the State of Alabama, No. 109, dated March 10, 1927, and replaced it with the portion of the river shown on the map of the State of Alabama, No. 109, dated March 10, 1927.

In testimony whereof, I have hereunto set my hand and the seal of my office at Montgomery, Alabama, this 30th day of May, 1991.

A. B. MOON, JR., R.L.L.
Alabama Reg. No. 1927

CERTIFICATE

I, A. B. Moon, Jr., a Surveyor registered in the State of Alabama, Reg. No. 1927, do hereby certify that this is a true and correct survey and plat thereof.

A. B. Moon, Jr., R.L.L.
Alabama Reg. No. 1927



These subdivisions and lots have not been surveyed or shown on any previous survey and are hereby established as shown on this plat. All other surveys and plats are hereby annulled and void.

A. B. Moon, Jr., R.L.L.
Alabama Reg. No. 1927



DENSITIES:

1" = 100'

1" = 200'

1" = 400'

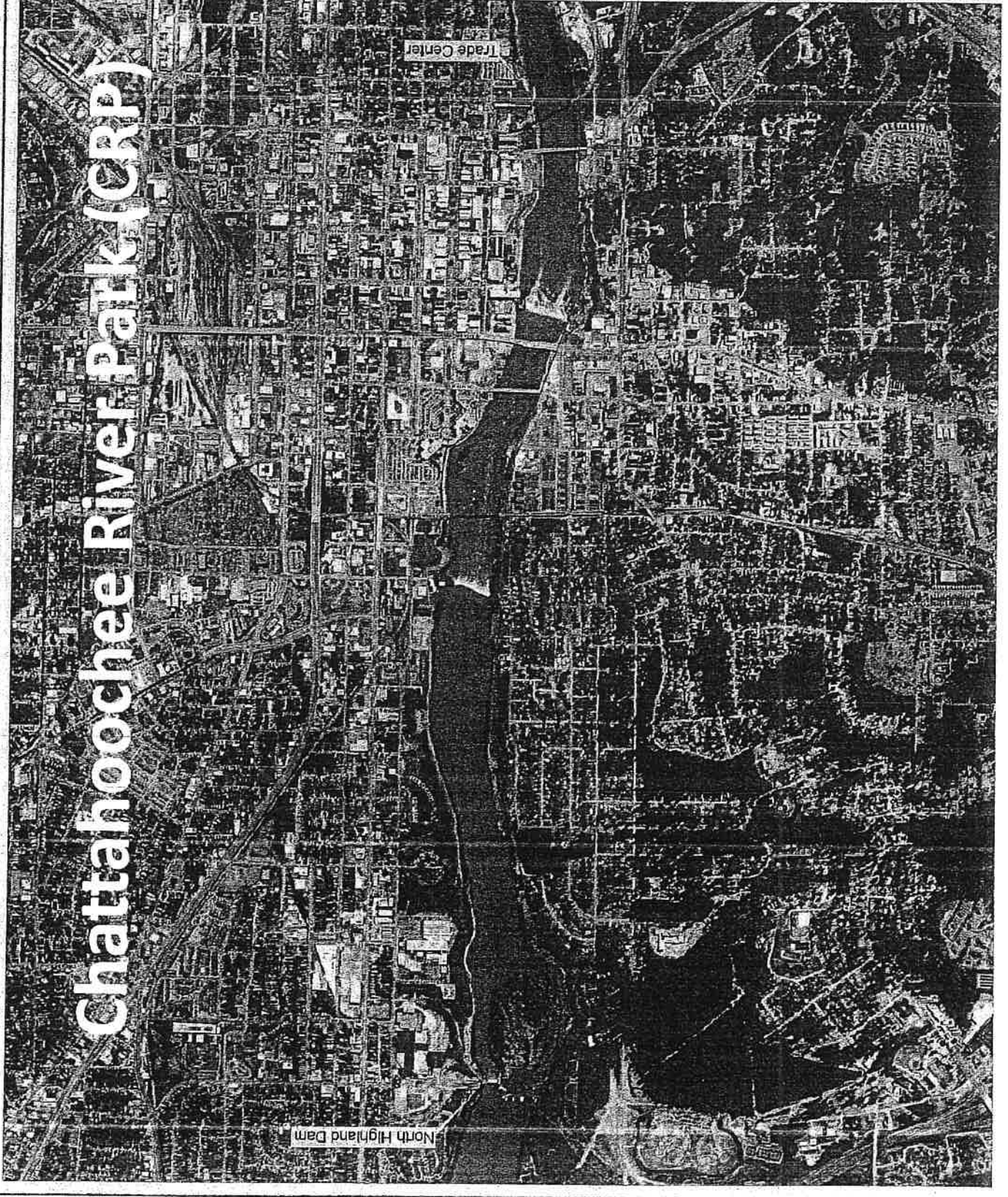
1" = 800'

SURVEY FOR
EAGLE & PHENIX HYDRO CO., INC.
(EAGLE & PHENIX HYDRO ELECTRIC PROJECT)
PART OF WATER LOTS 2 THRU 19
COLUMBUS, MUSCOGEE COUNTY, GEORGIA
AND
PART OF SECTION 14, T17N, R30E
PHENIX CITY, RUSSELL COUNTY, ALABAMA

Scale 1"=100'
30 May 1991
MOON, MEERS & PATRICK, INC.
Civil Engineer
Columbus, Georgia

NON-CERTIFIED PLAT

Chattahoochee River Park (CRP)



Terraviva Recreators Project
File Name: 20080522333
Date Acquired: 05/05/2008
Central Meridian: -84.166667
Scale Factor: 0.000000
Datum: GCS North America 1983
Datum Shift: 0.000000
Units: Meter, Feet US

This material is provided as a public service. While every effort is made to ensure accuracy, the user assumes all liability for any errors or omissions. This map is not to be used for navigation purposes.
The data contained in this project is derived from a public domain source and is provided as a public service. While every effort is made to ensure accuracy, the user assumes all liability for any errors or omissions. This map is not to be used for navigation purposes.
018 QUANTUM 2008-4/17/08
Department of Engineering - GIS Division
North Highland Dam To Trade Center

Date: 8/8/2012
0 250 500 1,000 Feet
Scale: 1:50,000
North Arrow
Logo: TERRAVIVA

C.M. 08-28-12 (2)

251-12

A RESOLUTION

NO. 251-12

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CHATTAHOOCHEE RIVER PARK MANAGEMENT LEASE AGREEMENT WITH UPOWN COLUMBUS, INC., A NON-PROFIT CORPORATION ("UCI") TO MANAGE AND OPERATE THE CHATTAHOOCHEE RIVER PARK.

WHEREAS, the River Restoration Project will bring the Chattahoochee River back to its natural flow by breaching 2 dams in this 2.5 mile stretch of the river. This project will restore the Chattahoochee River to the economic engine that it was in our past and provide environmental benefit; and,

WHEREAS, pursuant to Council Resolution #289-10, the City entered into a public/private partnership through a Memorandum of Understanding with Uptown Columbus, Inc., for the development of the River Restoration Project. The commitment was for \$5 million over a three year period with the City agreeing to take possession of the park upon completion. The MOU also provided for the City to negotiate a lease to be brought back to Council allowing Uptown to manage and operate the park; and,

WHEREAS, the MOU/Lease Agreement will be for an initial 10-Year period with the option to renew for an additional 10 years; and,

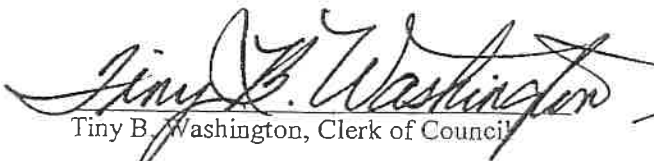
WHEREAS, the Chattahoochee River Park Lease agreement outlines the administration of the agreement and is attached and hereto made a part of this resolution.

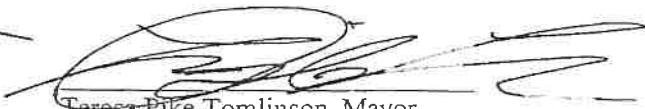
NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:

That the City Manager is hereby authorized to enter into a Chattahoochee River Park Lease Agreement with Uptown Columbus, Inc., for management and operation of the Chattahoochee River Park pursuant to the attached Memorandum of Understanding - Lease Agreement Chattahoochee River Park Management.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 28th day of August, 2012 and adopted at said meeting by the affirmative vote of nine members of said Council.

Councilor Allen voting	<u>YES</u>
Councilor Baker voting	<u>YES</u>
Councilor Barnes voting	<u>YES</u>
Councilor Davis voting	<u>YES</u>
Councilor Henderson voting	<u>YES</u>
Councilor Huff voting	<u>YES</u>
Councilor McDaniel voting	<u>ABSENT</u>
Councilor Thomas voting	<u>YES</u>
Councilor Turner Pugh voting	<u>YES</u>
Councilor Woodson voting	<u>YES</u>


Tiny B. Washington, Clerk of Council


Teresa Pike Tomlinson, Mayor

Columbus Consolidated Government

Council Meeting

08/28/2012

Agenda Report # 096

TO: Mayor and Council
SUBJECT: Chattahoochee River Park Lease Agreement
INITIATED BY: David Arrington, Deputy City Manager

Recommendation: Approval is requested to enter into a lease agreement with Uptown Columbus, Inc., for management and operation of the Chattahoochee River Park.

Background: Pursuant to Council Resolution #289-10, the City entered into a public/private partnership through a Memorandum of Understanding with Uptown Columbus, Inc., for the development of the River Restoration Project. The commitment was for \$5 million over a three year period with the City agreeing to take possession of the park upon completion. The MOU also provided for the City to negotiate a lease to be brought back to Council allowing Uptown to manage and operate the park.

Upon completion of the park and initiation of whitewater rafting the project is projected to draw approximately 188,000 participants a year, with an estimated annual economic impact of \$42 million and create 700 new jobs. The River Restoration project is underway with a projected completion date of Summer 2013. The City's financial commitment to the project will be satisfied in FY 2013 with funds already allocated in the current fiscal year budget.

Analysis: The proposed MOU/Lease Agreement will be for an initial 10-Year period with the option to renew for an additional 10 years. Under the terms of the agreement Uptown Columbus, Inc., will be responsible for the following:

- a. Procurement and oversight of Outfitters at City-designated river access points, as shown on Exhibit "C". UCI shall insure that all such Outfitters perform their duties in accordance with generally accepted standards for whitewater operations
 - b. Access control
 - i. UCI will manage City-designated river access and take out points from North Highland Dam to the Trade Center landing.
 - ii. UCI will receive a fee from any Outfitter for using designated City Access points for whitewater operations.
 - iii. The City shall assess a rental fee to Uptown Columbus, Inc. for the launching of whitewater rafting trips equal to 3.5% of the prevailing approved Outfitter rafting fee for each individual rafter utilizing the designated City access points.
 - iv. UCI and Outfitter or Outfitters will develop a system of accountability to determine all rafting revenue owed to UCI and City for operations at City-designated river access points, subject to approval of the City Finance Department.
 - c. Coordination with Columbus Police Department on security.
 - d. Coordination with Columbus Fire and EMS Department and Department of Natural Resources on safety and rescue.
-

- e. Maintenance and trash removal at the City-designated river access points.
- f. Maintaining of in-river whitewater features.
- g. UCI will control all City-designated river access points from North Highland Dam to Trade Center Landing.
- h. Event planning and operations, subject to special events sponsored by the City.

UCI shall indemnify and hold City harmless for any and all claims of liability for personal injury, property damage or death which may arise or occur out of performance under this agreement. UCI shall require any Outfitter to purchase and demonstrate general public liability insurance coverage in an amount not less than \$1,000,000.00 and City shall be named as an additional insured in all such policies.

In addition to this agreement there will be a need to adopt certain safety regulations related to the operation and public activities occurring in and around the Chattahoochee River Park. Uptown Columbus, Inc. has already initiated discussions with the Department of Natural Resources, local public safety agencies, and professional whitewater rafting organization to develop the necessary safety and operational guidelines. These regulations will be brought forth at a later time for Council consideration.

Financial Considerations: The City is projected to generate approximately \$50,000 in revenue from the utilization fee during the first year of operation.

Projected Annual Fiscal Impact Statement: Under the terms of the MOU Uptown Columbus, Inc., is responsible for maintenance and trash removal at the designated City access points. The City will continue to be responsible for normal Riverwalk maintenance.

Legal Considerations: Council approval is required of this action.

Recommendations/ Actions: Authorize the City Manager to enter into a lease agreement with Uptown Columbus, Inc., to manage and operate the Chattahoochee River Park.