

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT TO THE ELECTRIC POWER BOARD FOR THE PURPOSE OF EXTENDING UNDERGROUND SINGLE PHASE PRIMARY FACILITIES TO ALLOW HAMILTON COUNTY TO CONSTRUCT A NEW MAINTENANCE FACILITY LOCATED AT ENTERPRISE NATURE PARK, WITH THE CITY OF CHATTANOOGA AND TO REIMBURSE HAMILTON COUNTY FOR ONE-HALF IN THE AMOUNT OF ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$127,500.00), FOR A TOTAL AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$255,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Mayor to execute an easement to the Electric Power Board for the purpose of extending underground single phase primary facilities to allow Hamilton County to construct a new maintenance facility located at Enterprise Nature Park, with the City of Chattanooga and to reimburse Hamilton County for one-half in the amount of \$127,500.00, for a total amount not to exceed \$255,000.00.

ADOPTED: _____, 2012

/mms

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: October 26, 2012

Preparer: Dan L. Thornton

Department: General Services

Brief Description of Purpose for Resolution/Ordinance: _____ Res./Ord. # _____ Council District # 4

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF CHATTANOOGA TO EXECUTE AN EASEMENT AGREEMENT WITH THE ELECTRIC POWER BOARD FOR THE PURPOSE OF EXTENDING UNDERGROUND SINGLE PHASE PRIMARY FACILITIES TO ALLOW HAMILTON COUNTY TO CONSTRUCT A NEW MAINTENANCE FACILITY LOCATED AT ENTERPRISE NATURE PARK.

Name of Vendor/Contractor/Grant, etc. EPB
Total project cost \$ 255,000.00
Total City of Chattanooga Portion \$ 127,500.00
City Amount Funded \$ _____
New City Funding Required \$ _____
City's Match Percentage % _____

New Contract/Project? (Yes or No) YES
Funds Budgeted? (YES or NO) YES
Provide Fund 4015
Provide Cost Center 30116
Proposed Funding Source if not budgeted _____
Grant Period (if applicable) _____

List all other funding sources and amount for each contributor.

<u>Amount(s)</u>	<u>Grantor(s)</u>
<u>\$127,500.00</u>	<u>HAMILTON COUNTY</u>
<u>\$</u>	_____
<u>\$</u>	_____

Agency Grant Number _____

CFDA Number if known _____

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

There is Sales Order 17808 for an amount not to exceed \$255,000 for extension of the underground single phase primary facilities. The County will handle that and the City will reimburse the County for half. County Parks & Recreation personnel are dealing with the funding issues.

Approved by: _____

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

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

Revised: 1/26/09

Owner and PREPARED BY EPB
P. O. Box 182255, CHATTANOOGA, TN 37422-7255
Tax Map Parcel No. 130-001
Send Tax Bill to: Exempt Agency

Rev. 11-19-87
STATE OF TENNESSEE
COUNTY OF HAMILTON

EASEMENT

C.R. _____

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, **City of Chattanooga, Tennessee**, a municipal corporation of the State of Tennessee, and **Hamilton County, Tennessee**, a political subdivision of the State of Tennessee, hereinafter called Grantor, for and in consideration of the sum of \$1.00 paid by the **Electric Power Board of Chattanooga, (EPB)**, Grantee, acting for and on behalf of the City of Chattanooga, Tennessee, receipt of which is hereby acknowledged, and other considerations, do grant, sell and convey unto the City of Chattanooga, Tennessee, its successors and assigns, the perpetual right, privilege and easement to enter and to install, maintain, repair, rebuild, operate and inspect the underground electrical distribution system consisting of riser poles, duct lines, handholes, manholes, cable, wire, transformer pads, transformers, switches, fuses and other appurtenances (herein called installations), for the general underground transmission and distribution of electric current, together with reasonable rights of ingress and egress thereto as EPB may from time to time require upon and across the property owned by the Grantor, located in Hamilton County, Tennessee, and more particularly described as follows to-wit:

A tract of land known as the Enterprise South Nature Park, and being part of the property described by deed of record in Deed Book 7476, Page 1, in the Register's Office of Hamilton County, Tennessee.

The easement shall be 20' wide and centered on the underground electrical facilities to the padmounted transformer at the vehicle maintenance building. The route of the proposed power line shall follow the existing access road as shown on Exhibit "A" attached hereto.

This is not a conveyance of the fee in said land, but only the rights, privileges and easements herein set forth. This conveyance covers the underground electrical system as actually installed even though it may be at a reasonable variance with the plan attached hereto. The Grantor may continue to use the property in any way or for any purpose that will not interfere with the safe and reasonable operation and maintenance of the installations to be made by EPB upon or across the said land. However, the Grantor, his successors and assigns may not, without written consent from EPB, erect or allow to be erected any type building, sign, or other structure within limits of easement. This does not preclude the Grantor from construction of paved parking, curbs, sidewalks, or landscaping within these limits, other than locations for padmounted transformers, switchgear, translosures, or similar above grade installations, and except for the surrounding area within ten feet for which the construction of curbs, sidewalks, and landscaping is prohibited, except as specified by EPB, for the purpose of maintaining working clearances for operations, maintenance, inspections or safety functions.

Should the Grantor require relocation of the said installations because of the future developments, they may be moved to a mutually satisfactory location at the Grantor's expense, provided that EPB reasonably determines that such relocation is sound and feasible from an engineering viewpoint, and with a recordable

instrument describing said relocation.

EPB agrees that in the exercise of the rights and privileges of this easement, it will not interfere unnecessarily or unreasonably with the normal flow of traffic on the premises of the Grantor and will replace any surface disturbed by it. However, EPB reserves the right to place or replace any of the said installations at any time it may desire.

The Grantor agrees that the sum paid shall cover all reasonable damages to the fee property incident to the initial entry and construction of said installations, and said sum is in full satisfaction and settlement of all claims for damages incident thereto.

The Easement includes the right of EPB or its assignee to place underground cable and/or conduit within the easement for the purpose of communications, with appurtenances necessary for its operation.

IN WITNESS WHEREOF, we have hereunto signed our names, this the _____ day of _____, 2012.

City of Chattanooga, Tennessee
a Tennessee municipal corporation

By: _____
Ron Littlefield, Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared Ron Littlefield, with whom I am personally acquainted and who, upon oath, acknowledged himself to be Mayor of the City of Chattanooga, Tennessee, the within named bargainer, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the municipality by himself as Mayor.

WITNESS my hand and seal at office in _____ County, _____, the _____ day of _____, 2012.

Notary Public

My commission expires: _____

IN WITNESS WHEREOF, we have hereunto signed our names, this the _____ day of _____, 2012.

Hamilton County, Tennessee
a political subdivision of the
State of Tennessee

By: _____
Jim M. Coppinger, County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared Jim M. Coppinger, with whom I am personally acquainted and who, upon oath, acknowledged himself to be County Mayor of the County of Hamilton, Tennessee, the within named bargainer, a political subdivision of the state of Tennessee, and that he as such County Mayor, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the county by himself as County Mayor.

WITNESS my hand and seal at office in _____ County, _____, the _____ day of _____, 2012.

Notary Public

My commission expires: _____



Exhibit A

Friday, Sep 28, 2012 03:16 PM

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE AN EASEMENT AGREEMENT WITH THE ELECTRIC POWER BOARD AND ACCEPT SALES ORDER 17808 FOR AN AMOUNT NOT TO EXCEED \$255,000 FOR THE PURPOSE OF EXTENDING UNDERGROUND SINGLE PHASE PRIMARY FACILITIES TO ALLOW HAMILTON COUNTY TO CONSTRUCT A NEW MAINTENANCE FACILITY LOCATED AT ENTERPRISE SOUTH NATURE PARK.

WHEREAS, Hamilton County and the City of Chattanooga own certain property located on Volkswagen Drive known as the Enterprise South Nature Park and identified by State Tax Map No. 130-001; and,

WHEREAS, Hamilton County intends to construct a new maintenance facility at Enterprise South Nature Park; and,

WHEREAS, Electric Power Board of Chattanooga (EPB) shall extend the underground single phase primary facilities 6,000 plus feet beyond existing EPB structure at the Enterprise South Nature Park Welcome Center to serve a new maintenance facility for an amount not to exceed \$255,000; and,

WHEREAS, EPB requests that Hamilton County execute an easement agreement to grant a permanent easement in order to install and maintain the underground electrical system.

NOW, THEREFORE, BE IT RESOLVED BY THIS LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor is hereby authorized to execute an easement agreement with the Electric Power Board of Chattanooga and to accept Sales Order 17808 for an amount not to exceed \$255,000 for extension of the underground single phase primary facilities in order to construct a new maintenance facility on property located at Enterprise South Nature Park and identified as State Tax Map No. 130-001.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.



SALES ORDER

Sales Order Number: 17808

Cstmr/Co Name: HAMILTON COUNTY

CR Number: TBD

Service Address: 0 VOLKSWAGEN DRIVE

Sales Order Type: Actual

City,State,Zip: CHATTANOOGA, TN 37421

Date Originated: 9/24/2012

Customer Rep: JOHN AGAN

Phone Number: 4232097840

Designer: MARK WESSON

Issuing Dept.: DIST STANDARDS & DESIGN

Contact Number: (423) 648-3233

Construction Dept.: CONSTRUCTION

Work Description	Amount
EPB to extend underground single phase primary facilities 6,000+ feet beyond EPB structure W2P048 at the welcome center to serve a park maintenance building. EPB to backfill primary trench with existing spoil and minimal compaction. County to pay EPB's actual cost - EPB's estimated cost is \$75,000.	\$75,000.00
County to mark path in the field for EPB trench. County to assume responsibility for damage to any existing underground facilities EPB may encounter. County to remove/replace obstacles (including trees, signs, whatever) in EPB path. EPB to bore road crossings. If bore fails or County requires road to be cut/trenched, EPB to cut/trench the road and County to backfill/repair the road.	
For any rock excavation in addition to the estimated \$70,000 in the line above. Rock excavation not to exceed \$180,000. If no rock excavation needed, this amount is \$0.	\$180,000.00
Total Sales Order Cost:	\$255,000.00
Less Preconstruction Charges Due:	\$0.00
Estimated Post Construction Charges Due:	\$255,000.00

Changes in job could affect cost. Refer to Item 2 in Terms and Conditions.

TERMS AND CONDITIONS

1. I, the undersigned, am a lawful REPRESENTATIVE of the ENTITY RESPONSIBLE FOR PAYMENT, and as such I certify that I am legally authorized to bind said ENTITY to all the TERMS AND CONDITIONS of this Sales Order.

2. If work in addition to that referenced on the front of this form is requested by me or is deemed necessary by EPB, I understand that I will be liable and responsible for the actual costs of materials, labor, equipment usage, and overheads incurred by EPB

3. I agree to pay the full amount of the invoice rendered above within thirty (30) days of invoice. For any unpaid balance remaining ten (10) or more days past the due date, I also agree to pay an additional 1.5% per month applied to the unpaid balance for

4. I hereby expressly agree to be subject to the jurisdiction of the Courts of the State of Tennessee and hereby waive any objections to venue, personal jurisdiction and/or subject matter jurisdiction that I may otherwise have in response to any claim or act

5. I hereby indemnify and hold harmless EPB from any and all claims raised by third parties relating to or arising from work performed hereunder, except arising as caused by the sole negligence of EPB or its employees.

I hereby authorize payment of this Sales Order in the amount of \$255,000.00. In addition to my Preconstruction Payment of \$0.00, I agree to pay the remainder of this Sales Order, if any, according to the TERMS AND CONDITIONS above.

ENTITY RESPONSIBLE FOR PAYMENT

Name (Print): _____

Signature: _____

Date Signed: _____