

RESOLUTION NO. 26628

A RESOLUTION AUTHORIZING MEMORIAL HEALTH CARE SYSTEM TO USE TEMPORARILY A PORTION OF THE 2400 BLOCK OF CITICO AVENUE NEAR ITS INTERSECTION WITH THE 800 BLOCK OF NORTH CHAMBERLAIN AVENUE (CASE NO. MR-2011-018) TO INSTALL UNDERGROUND PIPING RELATIVE TO MEMORIAL HEALTH CARE SYSTEM'S PROPOSED CENTRAL UTILITIES PLANT, SUBJECT TO CERTAIN CONDITIONS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That MEMORIAL HEALTH CARE SYSTEM, (hereinafter referred to as "Temporary User") be and is hereby permitted to use temporarily a portion of the 2400 block of Citico Avenue near its intersection with the 800 block of North Chamberlain Avenue (Case No. MR-2011-018) to install underground piping relative to Memorial Health Care System's Proposed Central Utilities Plant, as shown on the map attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED, That said temporary usage shall be subject to the following conditions:

1. Temporary User shall execute the Indemnification Agreement attached hereto in favor of the City of Chattanooga, its officers, agents and employees for any and all claims for damages or injuries to persons or property related to or arising out of the temporary usage for installation or maintenance of the piping.

2. Temporary User agrees to vacate the property and temporary use upon reasonable notice from the City to do so.

3. Temporary User shall provide adequate access for maintenance of any utilities located within the easement.

4. All underground City utilities must maintain their respective easements;

5. Tennessee-American Water Company, Chattanooga Gas Company, AT&T, and Comcast shall retain their respective easements;

6. Temporary User shall comply with all applicable City ordinances and state laws;

7. Temporary User shall comply with any special requirements by the City Engineer with respect to the specific location of the piping;

8. The engineering design for the piping shall be prepared by a competent engineering group and installation shall be performed by a competent contractor;

9. The construction and placement of the piping shall have no adverse effect on any adjacent properties;

10. Temporary User shall assume full and complete responsibility for maintenance of the piping and permanently maintain said piping in a safe condition.

11. The City shall suffer no costs of any kind as a result of granting the franchise;

12. Temporary User shall provide for approval evidence of insurance to further indemnify the City against losses whatever kind and nature during construction and as a result of the piping being constructed and placed in the right-of-way.

ADOPTED: March 15, 2011

/add

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is entered into by and between THE CITY OF CHATTANOOGA, TENNESSEE (hereinafter the "City"), and MEMORIAL HEALTH CARE SYSTEM (hereinafter "Temporary User"), this 15th day of MARCH, 2011.

For and in consideration of the granting of the temporary usage of a portion of the 2400 block of Citico Avenue near its intersection with the 800 block of North Chamberlain Avenue (Case No. MR-2011-018) to install underground piping relative to Memorial Health Care System's Proposed Central Utilities Plant, as shown on the map attached hereto and made a part hereof by reference, the receipt of which is hereby acknowledged, Temporary User agrees as follows:

1. Temporary User shall defend, and hold harmless the City of Chattanooga, Tennessee, its officers, agents and employees from any and all claims for damages for injuries to persons or property related to or arising out of the aforementioned temporary use.

2. Temporary User shall vacate the property and temporary use upon reasonable notice from the City to do so; the parties hereto agree that "reasonable notice" shall be deemed to be thirty (30) days. Temporary User shall restore the property to its original condition when it is returned to the City.

3. Temporary User shall provide adequate access for maintenance of any utilities located within the easement.

4. All underground City utilities must maintain their respective easements;

5. Tennessee-American Water Company, Chattanooga Gas Company, AT&T, and Comcast shall retain their respective easements;

6. Temporary User shall comply with all applicable City ordinances and state laws;

7. Temporary User shall comply with any special requirements by the City Engineer with respect to the specific location of the piping;

8. The engineering design for the piping shall be prepared by a competent engineering group and installation shall be performed by a competent contractor;

9. The construction and placement of the piping shall have no adverse effect on any adjacent properties;

10. Temporary User shall assume full and complete responsibility for maintenance of the piping and permanently maintain said piping in a safe condition.

11. The City shall suffer no costs of any kind as a result of granting the franchise;

12. Temporary User shall provide for approval evidence of insurance to further indemnify the City against losses whatever kind and nature during construction and as a result of the piping being constructed and placed in the right-of-way.

MEMORIAL HEALTH CARE SYSTEM

_____, 2011
Date

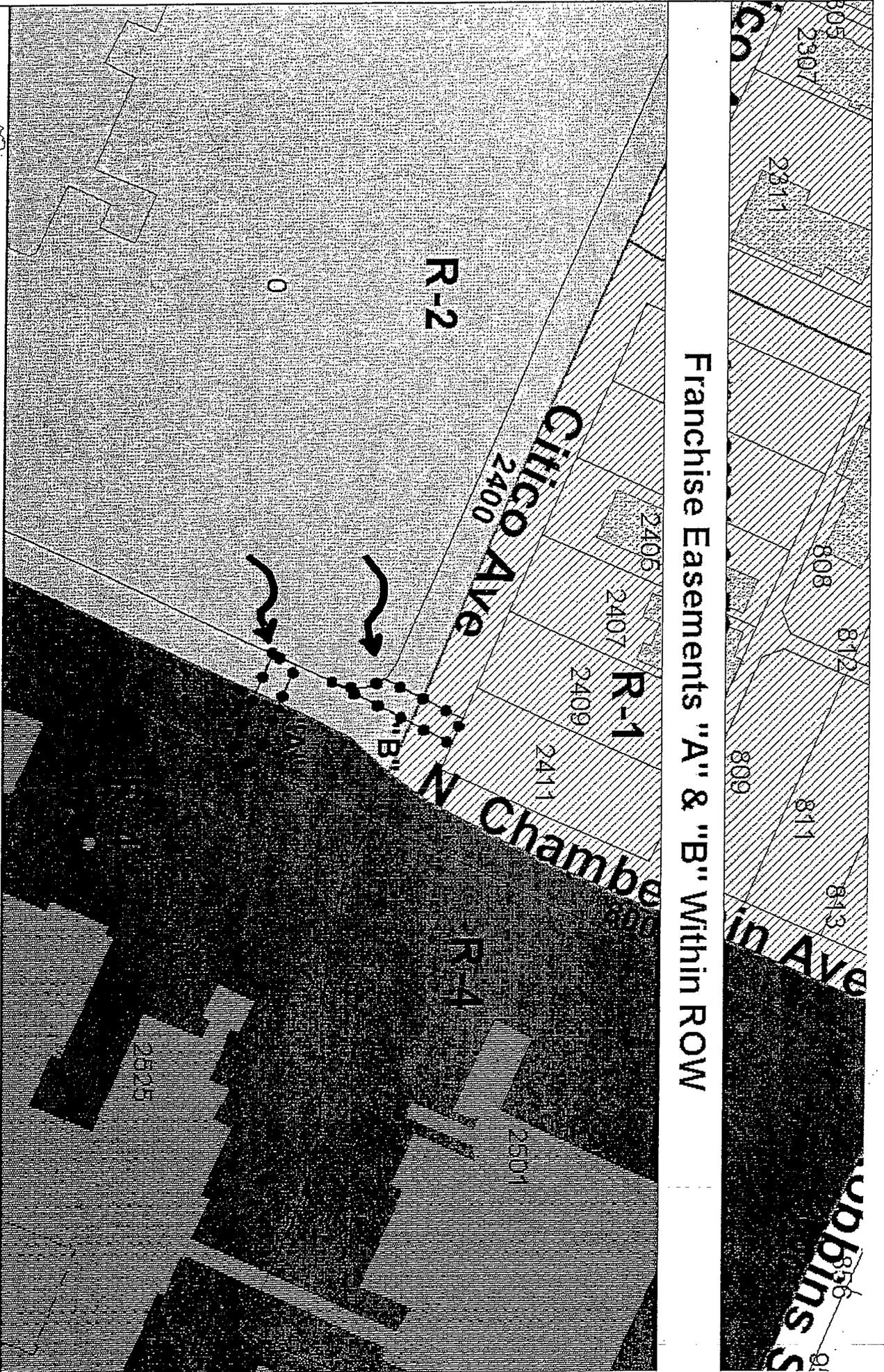
BY: _____

CITY OF CHATTANOOGA, TENNESSEE

3/17, 2011
Date

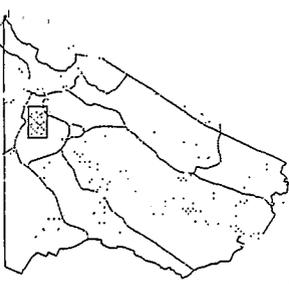
BY: _____
Ron Littlefield, Mayor

Franchise Easements "A" & "B" Within ROW



2011-0018 ZAIS Case Map

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. MR-2011-018: Approve.



1 in. = 80.0 fe

