

1ST READING

3-29-11

2ND READING

4-5-11

OFF NO.

ORDINANCE NO. 12494

AN ORDINANCE GRANTING UNTO MEMORIAL HEALTH CARE SYSTEM A FRANCHISE TO INSTALL AND MAINTAIN PIPING IN A PORTION OF THE 2400 BLOCK OF CITICO AVENUE NEAR ITS INTERSECTION WITH THE 800 BLOCK OF NORTH CHAMBERLAIN AVENUE IN THE CITY OF CHATTANOOGA (CASE NO. MR-2011-018), AS SHOWN ON THE MAP ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE, RELATIVE TO MEMORIAL HEALTH CARE SYSTEM'S PROPOSED CENTRAL UTILITIES PLANT, SUBJECT TO CERTAIN CONDITIONS.

SECTION 1. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That there be and is hereby granted unto Memorial Health Care System (hereinafter "Grantee") a franchise to install and maintain piping in a portion of the 2400 block of Citico Avenue near its intersection with the 800 block of North Chamberlain Avenue (Case No. MR-2008-018) in the City of Chattanooga, as shown on the map attached hereto and made a part hereof by reference, in accordance with Chattanooga City Code, Part II, Chapter 32, Article XI, relative to Grantee's proposed Central Utilities Plant.

SECTION 2. BE IT FURTHER ORDAINED, That this franchise is granted upon the conditions as set forth below:

1. Grantee shall comply with the provisions of Chattanooga City Code, Part II, Chapter 32, Article XI, as the same now exists or as it may reasonably be amended.
2. All underground City utilities must maintain their respective easements;
3. Tennessee-American Water Company, Chattanooga Gas Company, AT&T, and Comcast shall retain their respective easements;

4. Grantee shall comply with all applicable City ordinances and state laws;
5. Grantee shall comply with any special requirements by the City Engineer with respect to the specific location of the piping;
6. The engineering design for the piping shall be prepared by a competent engineering group and installation shall be performed by a competent contractor;
7. The construction and placement of the piping shall have no adverse effect on any adjacent properties;
8. Grantee shall assume full and complete responsibility for maintenance of the piping and permanently maintain said piping in a safe condition;
9. The City shall suffer no costs of any kind as a result of granting this franchise;
10. Grantee shall defend, indemnify and hold harmless the City, its officers, employees, successors, and assigns from any and all actions or claims for damages arising out of or related to the installation or maintenance of the piping.
11. Grantee 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.

SECTION 3. BE IT FURTHER ORDAINED, That the term of this franchise shall be for a period of forty (40) years.

SECTION 4. BE IT FURTHER ORDAINED, That this ordinance shall not be operative, as distinguished from its effectiveness, unless and until the franchise herein granted is accepted by the Grantee by due execution of the acceptance attached hereto.

SECTION 5. BE IT FURTHER ORDAINED, That this Ordinance shall take effect two (2) weeks from and after its passage.

PASSED on Second and Final Reading

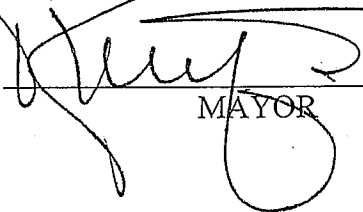
April 5, 2011.



CHAIRPERSON

APPROVED: DISAPPROVED:

DATE: 4/8, 2011



MAYOR

MAM/add

ACCEPTANCE

The foregoing franchise and its terms and conditions are hereby accepted.

This the ____ day of _____, 2011.

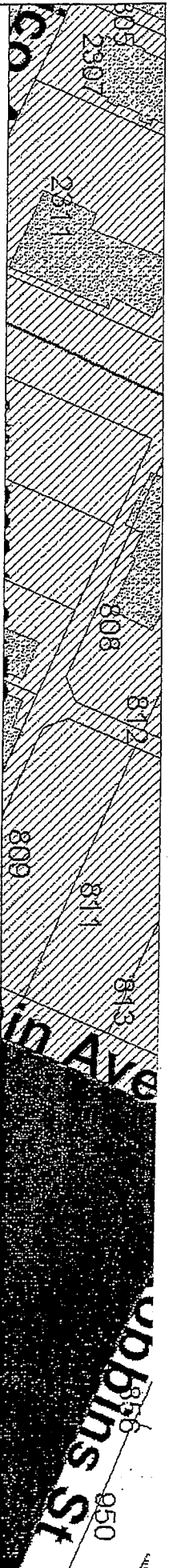
MEMORIAL HEALTH CARE SYSTEM

BY: _____

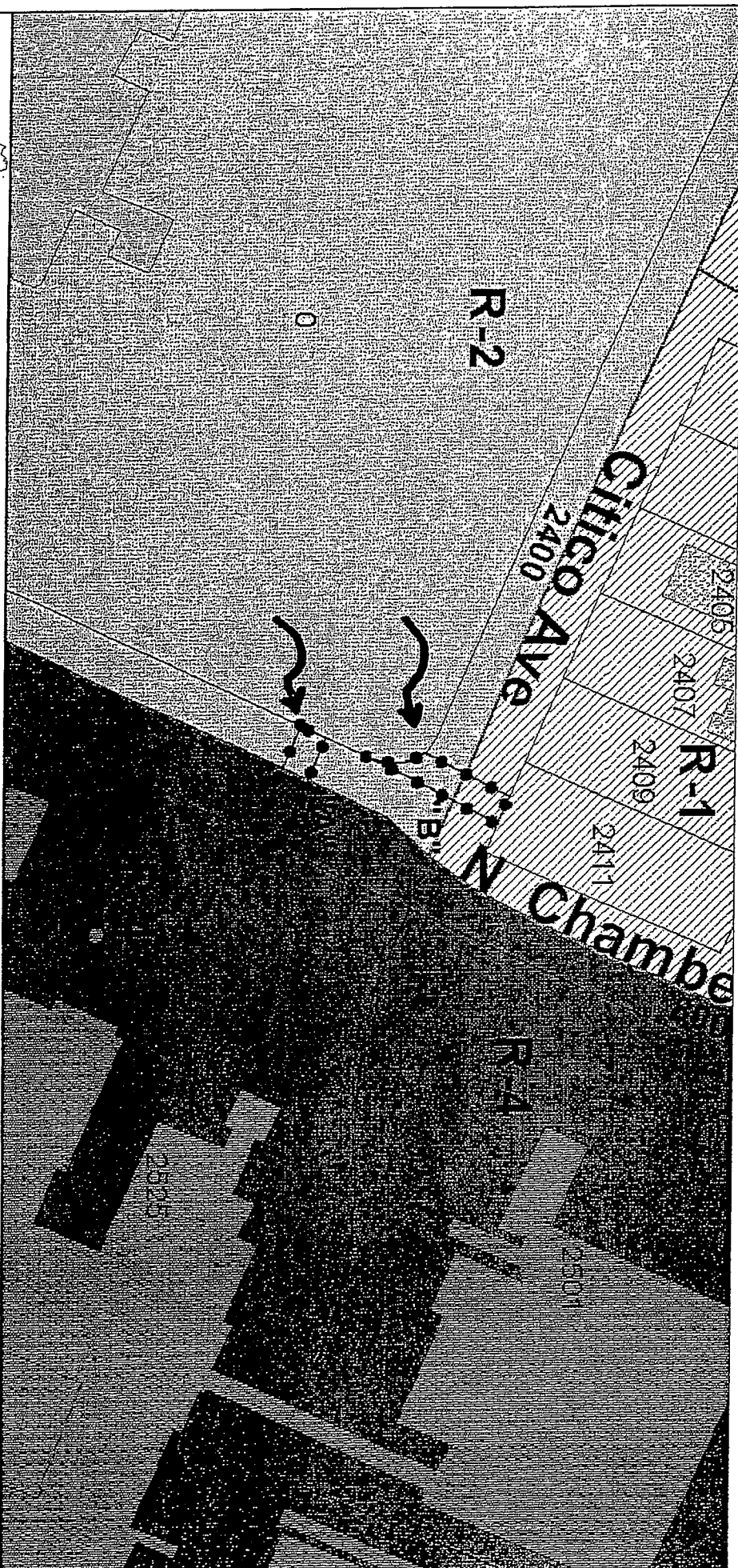
Print Name

Title

WITNESS:

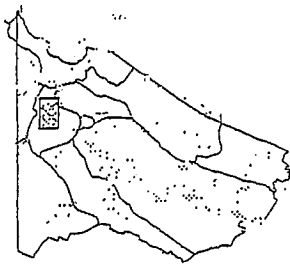


Franchise Easements "A" & "B" Within ROW



2011-0018 ZAIS Case Map

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



1 in. = 80.0 feet

