

RESOLUTION NO. 24243

A RESOLUTION AUTHORIZING BOSOUTH TENNESSEE, INC. TO USE TEMPORARILY THE 1800 BLOCK OF EAST 23RD STREET TO INSTALL A NON-PERMANENT STORAGE AND DUMPSTER PAD IN THE CITY RIGHT-OF-WAY, AS SHOWN ON THE SITE PLAN ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE, SUBJECT TO CERTAIN CONDITIONS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, BoSouth Tennessee, Inc. (hereinafter referred to as "Temporary User") be and is hereby permitted to use temporarily the 1800 block of East 23rd Street to install a non-permanent storage and dumpster pad in the City's right-of way, as shown on the attached Site Plan.

BE IT FURTHER ORDAINED, 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 for injuries to persons or property related to or arising out of the temporary usage.
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 full access for maintenance of any utilities located within the easement.
4. Temporary User will obtain any and all other permits, variances, or approvals necessary to accommodate the temporary use.
5. Temporary User agrees to maintain the property in the condition equal to or better than the condition at the time the temporary use is granted.

ADOPTED: October 26, 2004

/add

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10-26-04

INDEMNIFICATION AGREEMENT

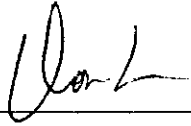
This Indemnification Agreement is entered into by and between THE CITY OF CHATTANOOGA, TENNESSEE (hereinafter the "City"), and BOSOUTH TENNESSEE, INC. (hereinafter "Temporary User"), this the 26th day of OCTOBER, 2004.

For and in consideration of the granting of the temporary usage of the 1800 block of East 23rd Street to install a non-permanent storage and dumpster pad in the City's right-of way, as shown on the attached Site Plan, the receipt of which is hereby acknowledged, Temporary User agrees as follows:

1. Temporary User will 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 will 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 will restore the property to its original condition when it is returned to the City.
3. Temporary User will provide full access for maintenance of any utilities located within the easement.
4. Temporary User will obtain any and all other permits, variances, or approvals necessary to accommodate the temporary use.
5. Temporary User agrees to maintain the property in the condition equal to or better than the condition at the time the temporary use is granted.

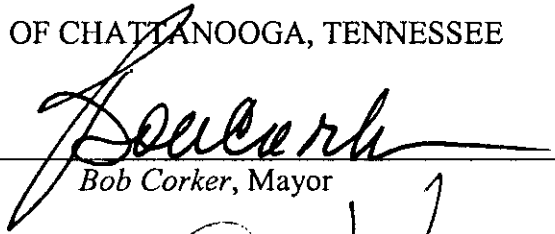
BOSOUTH TENNESSEE, INC.

November 8th, 2004
Date

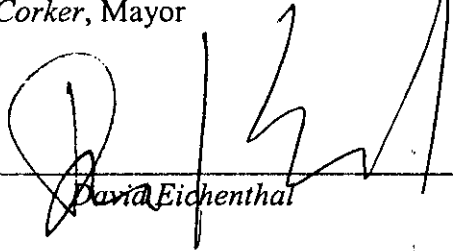
BY: 

CITY OF CHATTANOOGA, TENNESSEE

10/28, 2004
Date

BY: 
Bob Corker, Mayor

/add

Reviewed By: 
David Eichenthal

GENERAL NOTES:

1. ALL UTILITY LOCATIONS ARE TO BE VERIFIED BY PROPER AGENCIES BEFORE REMOVAL. CONSTRUCTION UNDERGROUND UTILITIES ARE NOT TO BE LOCATED WITHIN THE PROPERTY TO BE DEMOLISHED OR REMOVED. ALL UTILITIES SHALL BE PROTECTED BY THE CONTRACTOR AT ALL TIMES.
2. THE CONTRACTOR SHALL COMPLY WITH CITY OF CHATTANOOGA REGULATIONS AND ORDINANCES REGARDING CONSTRUCTION.
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CHATTANOOGA, TENNESSEE, BEFORE COMMENCING ANY WORK.
4. THE CONTRACTOR SHALL MAINTAIN ALL NECESSARY RECORDS AND DRAWINGS THROUGHOUT THE PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHATTANOOGA, TENNESSEE, BEFORE COMMENCING ANY WORK.
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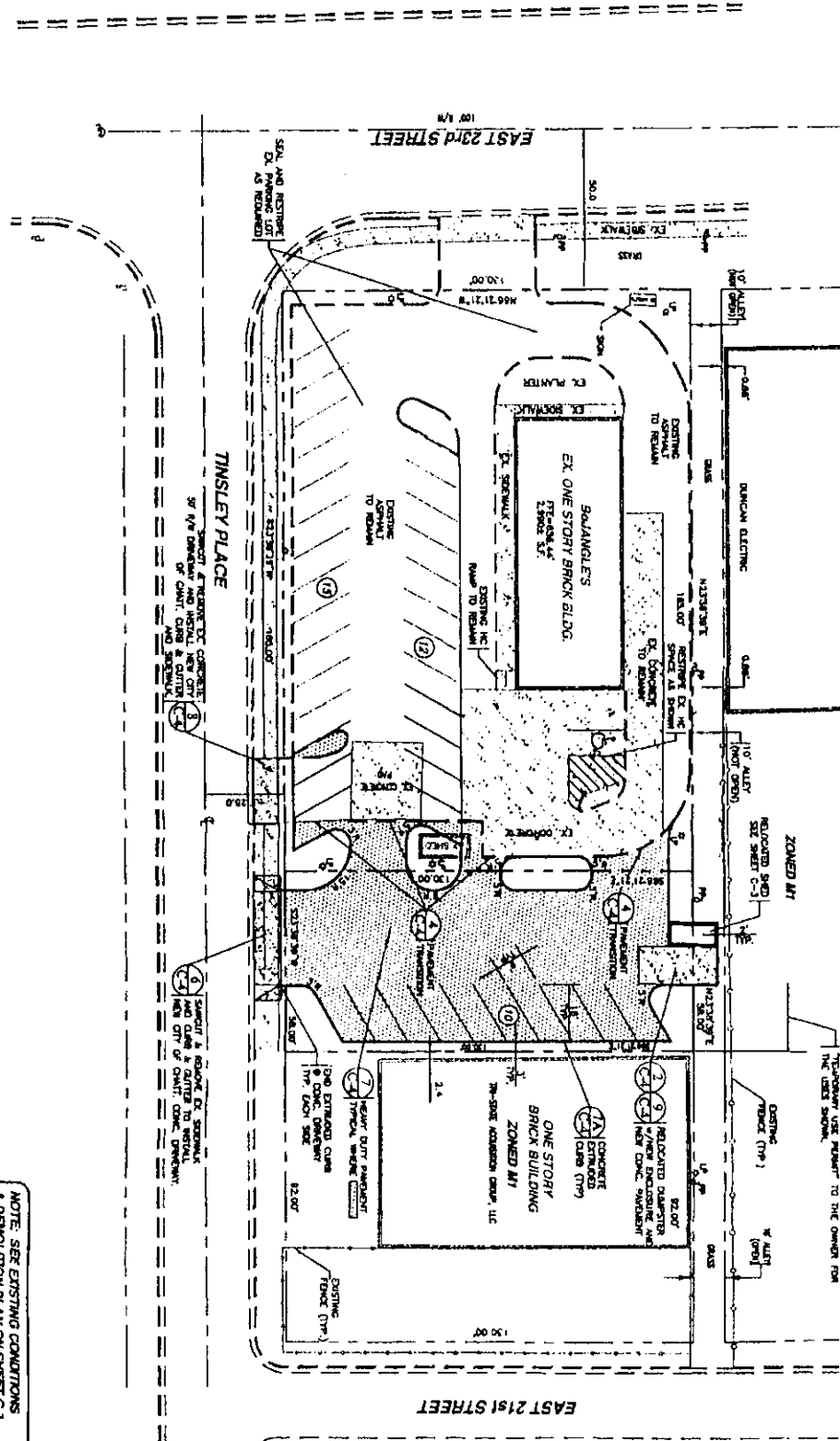
15. SITE ON STATE MAPS ARE TO BE SHOWN AND CLEAR WITHOUT SHOWN BOUNDARIES OF JOINT PROPERTY.
16. THE CONTRACTOR SHALL MAINTAIN ALL NECESSARY RECORDS AND DRAWINGS THROUGHOUT THE PROJECT.
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SITE ANALYSIS	
Property Address:	
City:	
County:	
State:	
Parcel ID:	
Map:	
Scale:	
Date:	
Prepared by:	
Checked by:	
Approved by:	

SHEET INDEX	
SITE PLAN	C-1
DEMOLITION PLAN ON SHEET C-3	C-3
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DEMOLITION PLAN ON SHEET C-7	C-7
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SEE FINAL PLAN FOR LOCATION OF EASEMENTS.

North
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Call 3 Planning Dept.
for more information.
(615) 251-1111

Site Plan
SCALE: 1" = 20'

NOTE: SEE EXISTING CONDITIONS & DEMOLITION PLAN ON SHEET C-3 FOR ALL DEMOLITION OF PAVEMENT, CONCRETE SLABS, CONCRETE CURBS, AND ETC. TO BE REMOVED