

**OWNERSHIP AND MAINTENANCE AGREEMENT
FOR THE ELECTRICAL METER AND ATTACHED ELECTRICAL CONDUIT
LOCATED AT THE ENTRANCE TO CHESTNUT BEND SUBDIVISION**

COF Contract No. 2010-0042

This Agreement is between the City of Franklin, Tennessee ("City") and The Chestnut Bend Homeowners Association ("Development"), entered into on this the 25th day of May, 2010.

WHEREAS, the Development as a part of their subdivision entrance, and at considerable expense to the Development, installed an electrical meter provided by Middle Tennessee Electric Membership Corporation (MTEMC) on the pole located approximately three hundred (300') feet off Hillsboro Road, which intersects with Joel Cheek Blvd. The Development also installed approximately two hundred and seventy feet (270') of electrical conduit and wiring; and

WHEREAS, the Development installed said electrical meter and conduit in order to provide landscape lighting and irrigation to the first two medians on Joel Cheek Blvd. which are located in the City's right-of-way (ROW); and

WHEREAS, the Development has approached the City requesting final approval to hook up said electrical meter so that the medians may benefit from the electrical meter and attached electrical conduit and wiring; and

WHEREAS, the Development has previously installed an entrance sign to the subdivision as well as landscaping, irrigation lines and light fixtures within City ROW in the previously mentioned medians; and

WHEREAS, the City is considering a Capital Improvements Project ("Hillsboro Road Widening Project") to widen Hillsboro Road to four lanes at Joel Cheek Blvd; and

WHEREAS, based on the potential Hillsboro Road Widening Project or any other City project(s), the parties believe that it is in the best interest of the parties to enter into this Agreement for the possible relocation of the said electrical box and conduit. NOW, THEREFORE, the City and the Development, their successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The City agrees to permit electrical service to said electrical box to commence upon the execution of this agreement.
3. The Development will be responsible and incur all costs associated with the maintenance of the electrical box and conduit and the relocation, if necessary, of said electrical meter and two hundred and seventy feet (270') of electrical conduit and wiring should the Development decide said action is needed in the future to better serve its common areas. The City agrees to reasonably cooperate with Development to achieve such relocation. The Development will also be solely responsible for the cost to repair, replace or relocate the box and conduit should the City see the need to do so for purposes of public improvements within its ROW.

4. The City agrees that as part of its proposed Hillsboro Road Widening Project, the City will pay for reasonable costs associated with the relocation of any of the Development's signage, landscaping, irrigation lines and light fixtures it desires to move or relocate that were installed prior to the approval of this Agreement. In such event, the Development agrees to use reasonable efforts to assist the City, at no additional cost to it, in achieving the relocation of these improvements.

5. In all other respects the subject electrical box and conduit will be maintained and repaired solely by the Development.

As approved by the Franklin Board of Mayor and Aldermen on May 25, 2010.

WITNESS our hands on the dates as indicated.

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
JOHN C. SCHROER
Mayor

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Shauna R. Billingsley, City Attorney

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared John C. Schroer and Eric S. Stuckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator/Recorder, respectively, of the City of Franklin, Tennessee, the within named bargainor, a corporation, and that as such Mayor and City Administrator/Recorder executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as Mayor and City Administrator/Recorder.

WITNESS, my hand and seal on this the ___ day of _____, 2010.

Notary Public
My Commission expires:

CHESTNUT BEND HOMEOWNERS ASSOCIATION

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of Chestnut Bend Homeowners Association and that as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS, my hand and seal on this the ____ day of _____, 2010.

Notary Public
My Commission expires



May 6, 2010

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator
Eric J. Gardner, P.E., Director of Engineering
David Parker, P.E., CIP Project Executive

SUBJECT: Contract 2010-0042; Agreement with Chestnut Bend for Ownership and Maintenance of Electrical Conduit and Meter at the Entrance to the Chestnut Bend Subdivision

Purpose

The purpose of this memorandum is to present to the Board of Mayor and Aldermen (BOMA) information pertaining to the request from the Chestnut Bend Homeowners Association (HOA) to install and electrical meter and conduit within City right-of-way (ROW).

Background

The Chestnut Bend HOA has requested that the City allow them to install an electrical meter and conduit within the City's ROW to provide landscape lighting and irrigation to the first two medians on Joel Cheek Boulevard. The City requires that all private entities wishing to install privately owned equipment and infrastructure within City ROW enter into an agreement with the City. The purpose of the agreement is to track anything that is installed in City ROW and determine how the maintenance will be handled. The agreement also protects the City when there is a need to make improvements within the City ROW that will affect privately owned equipment.

Financial Impact

None

Recommendation

At this time staff has reviewed the proposed agreement drafted and submitted by Chestnut Bend HOA. Staff has proposed some changes to the agreement and Chestnut Bend has not been able to review the changes yet. The final agreement that is to be approved will be reviewed and endorsed by Chestnut Bend prior to the agreement being approved by BOMA. Staff recommends approval of the agreement as amended by the City.