

RESOLUTION 23-147

A RESOLUTION TO APPROVE A CONTRACT WITH MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION FOR UTILITY RELOCATIONS FOR THE PORT ROYAL ROAD ROUNDABOUT

WHEREAS, the City of Spring Hill (“City”) has committed to installing a roundabout on Port Royal Road at the Countess and Commonwealth intersection; and

WHEREAS, the City has contracted with The Corradino Group to design and prepare construction plans for the installation, to include rights-of-way and utility relocation; and

WHEREAS, electrical facilities owned by Middle Tennessee Electric Membership Corporation (“MTEMC”) will need to be relocated to accommodate the roundabout; and

WHEREAS, MTEMC has submitted a Relocation Agreement to move the electrical facilities for a total cost of \$185,863.48, attached hereto; and

WHEREAS, City staff recommends approval of a contingency in the amount of \$14,136.52 for a total approval amount of \$200,000.00; and

WHEREAS, City staff recommends approval of the Relocation Agreement for electrical utilities plus contingency in the amount of \$200,000.00 to be paid from budgeted funds in the 18-75 Capital Projects Fund.

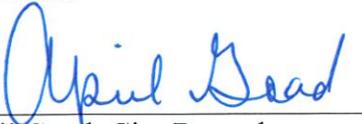
NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve a Relocation Agreement for electrical utilities for the Port Royal Roundabout installation project for a total amount of \$200,000.00, attached hereto.
2. Authorize the Mayor to sign the agreement.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 7th day of August, 2023.

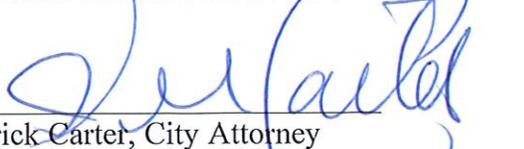

Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

MTEMC RELOCATION AGREEMENT

FOR THE CITY OF SPRING HILL; Port Royal Road

Contract No.: 16154693

THIS AGREEMENT is made and entered into on this the 17th day of July, 2023, by and between the City of Spring Hill, Tennessee (“City”) and Middle Tennessee Electric Membership Corporation (“MTEMC”).

WITNESSETH:

WHEREAS, the City plans to construct roadway improvements to Port Royal Road, Spring Hill, Tennessee (the “Project”), as shown on construction plans prepared by MTEMC (attached hereto as Exhibit A); and

WHEREAS, MTEMC owns and maintains overhead utility lines and related facilities (the “Electric Facilities”) on and under private and public utility easements along Port Royal Road; and

WHEREAS, the Electric Facilities must be relocated to accommodate the Project; and

WHEREAS, pursuant to the Project, 9 percent of the Electric Facilities are located on public highway right-of-way and 91 percent are located on private utility right-of-way; and

WHEREAS, the relocation of Electric Facilities will be designed and constructed by MTEMC or MTEMC’s contractor; and

WHEREAS, the City will approve final design plans to ensure the Electric Facilities are relocated in a manner to accommodate the Project.

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. MTEMC shall be solely responsible for acquiring all MTEMC easements outside of the available public rights-of-way as may be needed for construction of the Electric Facilities (the “Easement Acquisitions”). The City agrees to occasionally assist when requested by MTEMC in the acquisition of such easements by facilitating discussions with certain landowners.
3. The City will be responsible for 100% of the costs related to the Easement Acquisitions, including but not limited to condemnation costs.

4. The City will reimburse MTEM C for all other costs related to the relocation of its facilities on private right-of-way, in an amount estimated to be \$185,863.48, which is the City's proportionate share (91%) of the total construction costs, including but not limited to labor, materials, engineering, and inspection ("Construction Costs"). Costs reimbursed by the City pursuant to this Section 4 shall be actual costs expended by MTEM C, regardless of whether such costs are more or less than the estimated cost as shown in Exhibit B – Estimated Total Construction Costs. The Construction Costs shall not include costs for labor, materials, or engineering incurred to provide a betterment to the MTEM C system, except as may be required to comply with applicable codes and regulations, or in accordance with MTEM C Electrical Service Guidelines.
5. The City acknowledges and agrees that no construction will commence until: a.) the City has approved MTEM C's relocation plans and all cost estimates associated therewith, and any related amendments thereto; b.) all Easement Acquisitions have been completed in MTEM C's sole discretion;
6. MTEM C shall have the responsibility to inspect all items of installation of MTEM C's new facilities to be performed by its Contractor to ensure that the installation of the new Electric Facilities is completed in accordance with this Agreement, the approved plans, MTEM C's technical specifications and all applicable specifications and safety codes.
7. This Agreement is subject to the appropriation and availability of City funds. In the event that the funds are not appropriated or are otherwise unavailable or the City cancels the Project for any reason, the City reserves the right to terminate this Agreement upon written notice to the MTEM C. Said termination shall not be deemed a breach of contract by the City. Upon such termination, the City will reimburse MTEM C for the actual cost(s) incurred through the date of termination, of the Easement Acquisitions and Construction Costs, whether incurred for public or private right-of-way, but only if MTEM C provides reasonable documentation for all such cost(s).
8. This Agreement may be modified by the parties only by a written amendment specifically citing the paragraph within this Agreement to be amended.
9. MTEM C shall comply with all applicable federal, state and local laws and regulations in the performance of its duties under this Agreement.
10. MTEM C may submit periodic invoices to the City during the course of the relocation, which invoices shall be payable within thirty (30) days after receipt of same by the City. Within one (1) year of completion of the relocation of Electric Facilities, MTEM C and the City shall settle on a final billing. MTEM C will provide reasonable documentation for all such costs.
11. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.

12. MTEMC agrees to timely review the plans as provided by the City. MTEMC approvals of such plans will not be unreasonably withheld.
13. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford County, Tennessee.
14. If any terms, covenants, conditions, or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
15. The City and MTEMC agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), or by nationally recognized overnight delivery service (such as FedEx or UPS), addressed to the respective party at the appropriate address as set forth below or to such other party or address as may be hereafter specified by written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement.

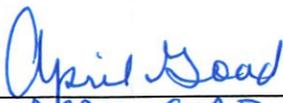
CITY OF SPRING HILL, TENNESSEE

**MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION**

By: 
 Print: Jim Hagelman
 Mayor
 Date: 08-07-2023

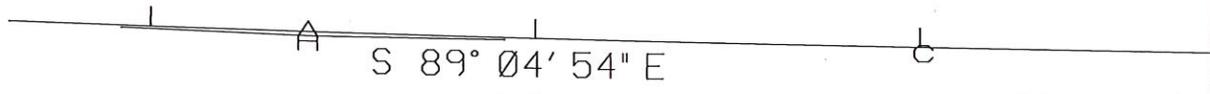
By: 
 Print: Brad Gibson
 Title: Chief Operating Officer
 Date: Jul 19, 2023

Attest:

By: 
 Print: APRIL GOAD
 Title: City Recorder
 Date: 08-07-2023

13
01.798
OLE

104
659.004
* POLE



S 89° 04' 54" E

Estimate

Date: 7/10/2023

Project No.:

County: Williamson County

Relocation of lines to clear construction: City of Spring Hill - Port Royal Roundabout

W.O. 16154693

Number of Poles on Private Right of Way	10
Number of Poles on Public Right of Way	<u>1</u>
Total	<u>11</u>

(A)	1.	Engineering	\$	7,500.00
	2.	Engineering Overhead	\$	5,182.50
	3.	Engineering Taxes and Social Security	\$	663.00
	4.	MTE Crew Labor	\$	-
	5.	Contractor Labor	\$	127,585.02
	6.	Transportation	\$	125.00
	7.	Right of Way (Tree Trimming)	\$	10,000.00
	8.	Material	\$	53,190.06
		Total A	\$	<u>204,245.58</u>

Less Betterment

(B)	1.	Less Material Used	\$	-
		Less Betterment Labor	\$	-
		Total B	\$	<u>-</u>

Grand Total A - B \$ 204,245.58

91% of Total Cost due Middle Tennessee EMC \$ 185,863.48

Estimated Easement Costs \$ 37,000.00

Total Estimated Due Middle Tennessee EMC \$ 222,863.48

Port Royal Road WO# 16154693

Final Audit Report

2023-07-19

Created:	2023-07-19
By:	MTE Adobe Sign (AdobeSign@mtemc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArj1fo_S2vPEO1Uf_5UW173KuwDOeFJ2v

"Port Royal Road WO# 16154693" History

-  Document created by MTE Adobe Sign (AdobeSign@mtemc.com)
2023-07-19 - 9:07:13 PM GMT- IP address: 98.240.6.90
-  Document emailed to Brad Gibson (bradgibson@mte.com) for signature
2023-07-19 - 9:07:46 PM GMT
-  Email viewed by Brad Gibson (bradgibson@mte.com)
2023-07-19 - 9:11:39 PM GMT- IP address: 104.47.66.126
-  Document e-signed by Brad Gibson (bradgibson@mte.com)
Signature Date: 2023-07-19 - 9:23:30 PM GMT - Time Source: server- IP address: 172.110.160.36
-  Agreement completed.
2023-07-19 - 9:23:30 PM GMT

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CITY OF SPRING HILL, TENNESSEE

MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION

By: 
 Print: Jim Hagan
 Mayor
 Date: 8/7/2023

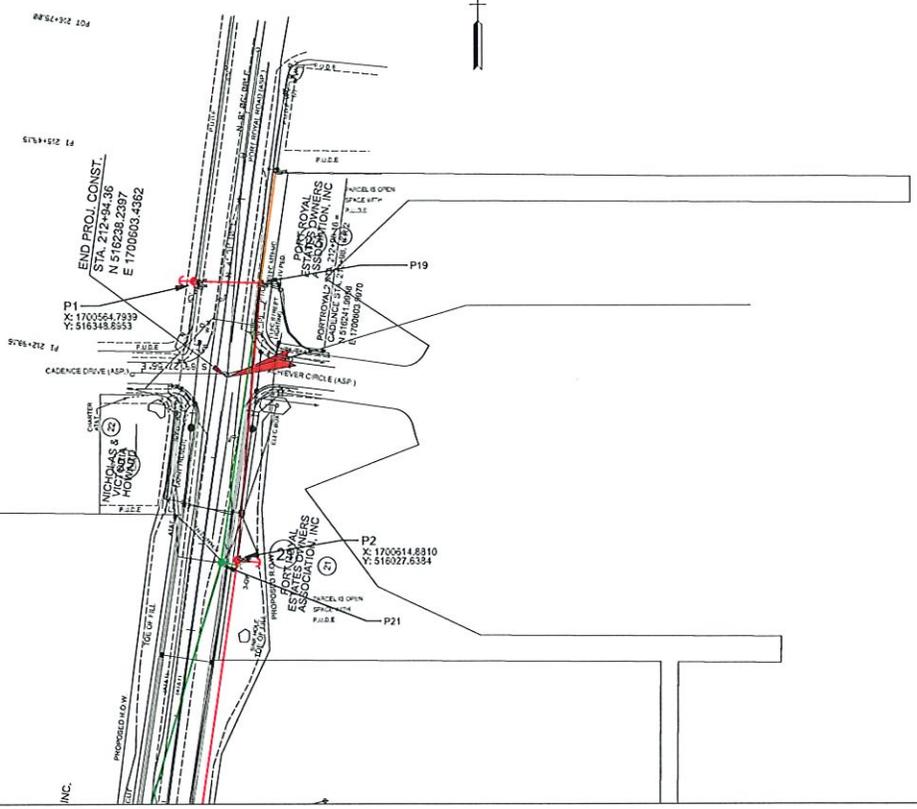
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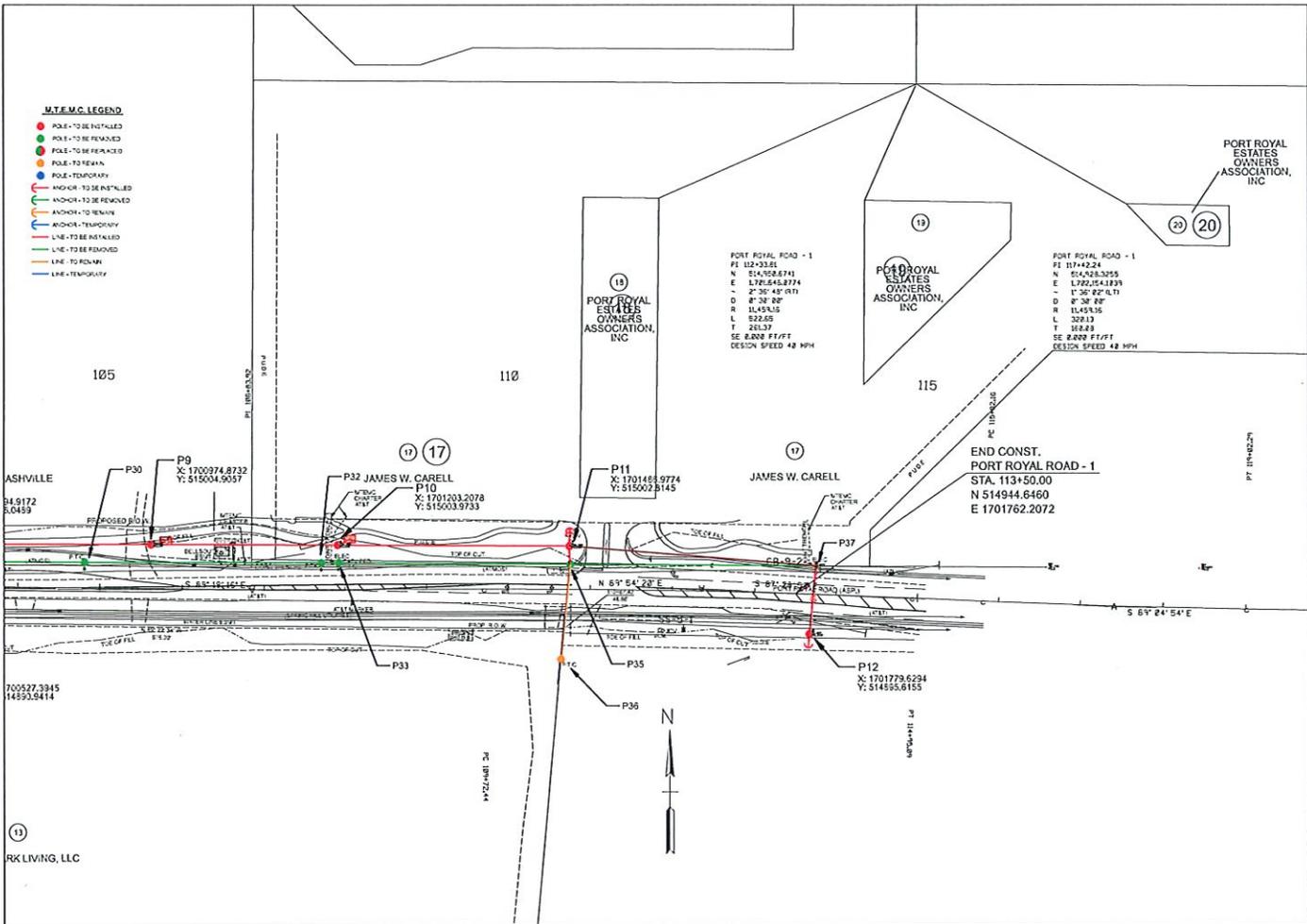
By: 
 Print: April Watson
 Title: Office Manager
 Date: 08-07-2023



210



INC.



M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REMOVED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY

19
PORT ROYAL
ESTATES
OWNERS
ASSOCIATION,
INC.

19
PORT ROYAL
ESTATES
OWNERS
ASSOCIATION,
INC.

20
21
PORT ROYAL
ESTATES
OWNERS
ASSOCIATION,
INC.

PORT ROYAL ROAD - 1
PI 112+33.81
N 514,928.6741
E 1701646.8774
- 2' 35" 48" 01N
D 8' 38" 28"
R 11445.15
L 522.65
T 261.37
SE 8.000 FT/FT
DESIGN SPEED 42 MPH

PORT ROYAL ROAD - 1
PI 117+42.24
N 514,928.3255
E 1701654.1839
- 11' 30" 05" 11N
D 8' 38" 28"
R 11445.15
L 322.13
T 382.23
SE 8.000 FT/FT
DESIGN SPEED 42 MPH

END CONST.
PORT ROYAL ROAD - 1
STA. 113+50.00
N 514944.6460
E 1701762.2072

ASHVILLE
94.9172
3.0489

P9
X: 1700974.8732
Y: 515004.9057

17 17
P32 JAMES W. CARELL
P10
X: 1701203.2078
Y: 515003.9733

P11
X: 1701455.9774
Y: 515002.3145

JAMES W. CARELL

P37

P12
X: 1701779.6234
Y: 514595.8155

702927.3945
14292.9414

11
RK LIVING, LLC



Exhibit B

Estimate

Date: 7/10/2023

Project No.:

County: Williamson County

Relocation of lines to clear construction:

City of Spring Hill - Port Royal Roundabout

W.O. 16154693

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Estimated Easement Costs \$ 37,000.00

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