

RESOLUTION 22-240

**A RESOLUTION TO APPROVE A RELOCATION AGREEMENT WITH MIDDLE
TENNESSEE ELECTRIC MEMBERSHIP CORPORATION FOR ELECTRIC
FACILITIES RELOCATIONS FOR THE SOUTH SEGMENT OF THE BUCKNER
LANE WIDENING PROJECT**

WHEREAS, the City of Spring Hill has identified the need to widen Buckner Lane to benefit the increased traffic volume and safety of the citizens; and

WHEREAS, utilities will need to be relocated during the widening project, to include water, sewer, stormwater infrastructure, natural gas, electric and telecommunication services; and

WHEREAS, Middle Tennessee Electric Membership Corporation (“MTEMC”) is the service provider for the electric service on Buckner Lane and will be the provider responsible for relocating electric facilities for the Buckner Lane South Segment widening project; and

WHEREAS, MTEMC has submitted a Relocation Agreement (Contract No. 15734751) attached hereto with a cost estimate in the amount of \$118,440.75 to relocate electric facilities per the construction plans for the South Segment of the Buckner Lane widening project; and

WHEREAS, the expense for electric utility relocation will be paid from the 18-75 Fund utilizing developer entitlement fees; and

WHEREAS, City staff recommends approval of the Relocation Agreement with MTEMC in the amount of \$118,440.75 and the establishment of a project contingency for electric relocation in the amount of \$31,559.25 for a total appropriation of \$150,000.00.

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

1. Approve the Relocation Agreement (Contract No. 15734751) attached hereto with Middle Tennessee Electric Membership Corporation to provide relocation services of electric facilities for the Buckner Lane widening project – South Segment at a cost of \$118,440.75.
2. Establish an electrical relocation contingency in the amount of \$31,559.25 for a total budget appropriation of \$150,000.00.
3. Authorize the Mayor to sign the Relocation Agreement attached hereto.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 7th day of November, 2022.



Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 22-240*
SUBMITTED BY: Missy Stahl, CIP Manager
DATE: November 7, 2022
RE: To approve a Relocation Agreement with MTEMC to relocate electric facilities for the Buckner Lane – South segment widening project
ATTACHMENTS: Electric facilities relocation contract

PURPOSE:

The purpose of this resolution is to approve a Relocation Agreement with MTEMC to relocate electric facilities for the Buckner Lane widening project – South Segment and authorize the Mayor to execute the Agreement.

BACKGROUND:

The City of Spring Hill is currently in the process of widening Buckner Lane as traffic has increased with the growing population and with the anticipated increase once the new I65 interchange at Buckner Road is completed to ensure citizens' safety. There are several utilities that will need to be relocated as part of the project, encompassing water, sewer, stormwater, natural gas, electric, and telecommunication services. Middle Tennessee Electric Membership Corporation (MTEMC) is the provider for electric facilities on Buckner Lane and will be the responsible provider to relocate any/all poles, lines, etc. as needed per the construction plans being developed for the widening project.

MTEMC has submitted a Relocation Agreement with a proposed cost of \$118,440.75 for the design and construction of electrical relocation within the South Segment of the project that includes estimated right-of-way expenses. Given the complexities of utility relocations and past experience with other major road widening projects, staff also recommends the approval of a contingency budget of \$31,559.25 for any amendments

that may be necessary to the Agreement that may be incurred during the electric relocation.

FINANCIAL IMPACT:

The expense for the relocation of electrical service by MTEMC is a construction related expense. Therefore, it is recommended by Staff that consideration be given by the Board to appropriate the recommended \$150,000 that is inclusive of the amount stipulated in the Agreement along with a contingency amount from uncommitted bond funds recently secured by the City of Spring Hill.

Funding will be from entitlement fees paid by the developer of Wilkerson Place that can be used towards the Buckner Lane widening.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 22-240 to approve the Relocation Agreement with Middle Tennessee Electric Membership Corporation and to authorize the Mayor to sign the Agreement for electric facilities relocations for the Buckner Lane – South Segment widening project at a total cost of \$229,440.75 plus an additional \$31,559.25 as a budgeted contingency for a total amount of \$150,000 for electric service relocation for the South Segment of the Buckner Lane widening project.

MTEMC RELOCATION AGREEMENT

FOR THE CITY OF SPRING HILL; BUCKNER LANE, Sec II

Contract No.: 15734751

THIS AGREEMENT is made and entered into on this the 19th day of October, 2022, 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 Buckner Ln, 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 Buckner Ln; and

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

WHEREAS, pursuant to the Project, 60 percent of the Electric Facilities are located on public highway right-of-way and 40 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 MTEMC for all other costs related to the relocation of its facilities on private right-of-way, in an amount estimated to be \$118,440.75, which is the City's proportionate share (40%) 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 MTEMC, 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 MTEMC system, except as may be required to comply with applicable codes and regulations, or in accordance with MTEMC Electrical Service Guidelines.
5. The City acknowledges and agrees that no construction will commence until: a.) the City has approved MTEMC's relocation plans and all cost estimates associated therewith, and any related amendments thereto; b.) all Easement Acquisitions have been completed in MTEMC's sole discretion;
6. MTEMC shall have the responsibility to inspect all items of installation of MTEMC'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, MTEMC'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 MTEMC. Said termination shall not be deemed a breach of contract by the City. Upon such termination, the City will reimburse MTEMC 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 MTEMC 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. MTEMC shall comply with all applicable federal, state and local laws and regulations in the performance of its duties under this Agreement.
10. MTEMC 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, MTEMC and the City shall settle on a final billing. MTEMC 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 Hagaman
 Mayor
 Date: November 7, 2022

By: 
 Print: Tom Suggs (Oct 20, 2022 07:56 CDT)
 Title: COO
 Date: Oct 20, 2022

Attest:

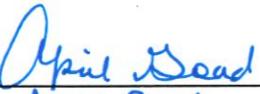
By: 
 Print: April Goad
 Title: City Recorder
 Date: November 7, 2022

Exhibit B

Estimate

Date: 10/11/2022

Project No.:

County:

Relocation of lines to clear construction:

City of Spring Hill - Buckner Lane Section 2

W.O. 15734751

Number of Poles on Private Right of Way		6
Number of Poles on Public Right of Way		9
Total		<u>15</u>
(A) 1. Engineering	\$	12,000.00
2. Engineering Overhead	\$	8,419.20
3. Engineering Taxes and Social Security	\$	1,070.40
4. MTE Crew Labor	\$	-
5. Contractor Labor	\$	161,426.53
6. Transportation	\$	235.00
7. Right of Way (Tree Trimming)	\$	15,000.00
8. Material	\$	97,950.75
	<u>Total A</u>	<u>\$ 296,101.88</u>
<u>Less Betterment</u>		
(B) 1. Less Material Used	\$	-
Less Betterment Labor	\$	-
	<u>Total B</u>	<u>\$ -</u>
Grand Total A - B		<u>\$ 296,101.88</u>
40% of Total Engineering Cost due Middle Tennessee EMC		<u>\$ 118,440.75</u>
Estimated Easement Costs		<u>\$ 40,900.00</u>
Total Estimated Due Middle Tennessee EMC		<u>\$ 159,340.75</u>

City of Spring Hill Buckner Lane SEC II Contract 15734751

Final Audit Report

2022-10-20

Created:	2022-10-20
By:	MTE Adobe Sign (AdobeSign@mtmc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2TiGgxP3XAx-2IAhb1ag4-Kh2GnDt-oY

"City of Spring Hill Buckner Lane SEC II Contract 15734751" History

-  Document created by MTE Adobe Sign (AdobeSign@mtmc.com)
2022-10-20 - 12:54:31 PM GMT- IP address: 76.123.245.192
-  Document emailed to tom.suggs@mtmc.com for signature
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-  Email viewed by tom.suggs@mtmc.com
2022-10-20 - 12:56:12 PM GMT- IP address: 174.50.236.98
-  Signer tom.suggs@mtmc.com entered name at signing as Tom Suggs
2022-10-20 - 12:56:31 PM GMT- IP address: 174.50.236.98
-  Document e-signed by Tom Suggs (tom.suggs@mtmc.com)
Signature Date: 2022-10-20 - 12:56:32 PM GMT - Time Source: server- IP address: 174.50.236.98
-  Agreement completed.
2022-10-20 - 12:56:32 PM GMT