



HISTORIC
FRANKLIN
TENNESSEE

09-09-14

ITEM #19

BOMA

MEMORANDUM

September 2, 2014

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator *Eric*
Rocky Garzarek, Fire Chief

SUBJECT: Agreement between COF and Milcrofton Utility District to Provide Electric Service to a COF Emergency Siren Contract 2014-0212

Purpose

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) in consider entering into an agreement between the City of Franklin and Milcrofton Utility District to Provide Electric Service to a City of Franklin owned emergency siren.

Background

In 2003, the Board of Mayor and Aldermen approved the procurement and installation of a Tornado Siren Alerting System. This system was comprised of 15 sirens strategically placed throughout the community.

In November of 2010, the Fire Department made a presentation at a BOMA work session that outlined plans for the expansion of the weather warning system to accommodate growth. Staff was directed to move forward with the implementation of the system expansion. As a result additional sirens have been added to Franklin Rd and Moores Lane (a joint cost share between the cities of Franklin and Brentwood), Carothers Pkwy near Pinnacle Bank, and in the Westhaven neighborhood on an electric substation site owned by Middle Tennessee Electric (MTEMC), a joint cost shared between the City of Franklin and Williamson County. At the end of FY14, an additional siren was purchased as a joint cost share between Franklin and Williamson County to be located at the Clovercroft Elementary School at 9336 Clovercroft Rd. The best provision for power to operate the siren is located within a pump station owned by Milcrofton Utility District.

Financial Impact

The Fire Department's general fund budget for FY15 allocates monies for the operation and maintenance of the sirens. This agreement requires the City of Franklin to pay the minimum monthly meter rate as assessed by MTEMC. This is the same cost the City would incur if we were able to get power directly from a utility pole

Recommendation

Approval of Contract 2014-0212 is recommended.

**AGREEMENT BETWEEN THE CITY OF FRANKLIN AND MILCROFTON UTILITY
DISTRICT TO PROVIDE ELECTRICAL SERVICE TO A CITY OF FRANKLIN
EMERGENCY SIREN LOCATED AT 9336 CLOVERCROFT RD (TAX MAP 061
PARCEL 9.03)
COF CONTRACT NO 2014-0212**

This Agreement is entered into between the **City of Franklin, Tennessee (City)** and **Milcrofton Utility District (District)**, on this the _____ day of _____, 2014.

WHEREAS, the City currently owns, operates and maintains emergency sirens throughout the City of Franklin to alert residents and the general public to potentially life threatening severe weather events; and

WHEREAS, the City has identified a need to improve its capabilities for warning residents and the general public of potentially life threatening severe weather events; and

WHEREAS, the Williamson County School Board has given the City of Franklin permission to install, operate and maintain an emergency siren on their property located at 9336 Clovercroft Road, Williamson County Tax Map 061, Parcel 9.03; and

WHEREAS, the District currently owns and operates a water booster station located at 9336 Clovercroft Road, Williamson County Tax Map 061, Parcel 9.03, which is located adjacent to the proposed siren site; and

WHEREAS, the City of Franklin seeks approval from the District to provide electrical service to the proposed siren from an existing water booster station owned and operated by the District;

NOW THEREFORE, the City and the District, their successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. To enable the City to obtain electric service for the proposed siren, the District agrees to allow the City to connect to the District's existing electrical service panel at its water booster station located at 9336 Clovercroft Road, Williamson County Tax Map 061, Parcel 9.03. The proposed siren, specifications and power requirements are included as Exhibit A.
3. The City agrees to pay the District's monthly minimum bill for electric service at the booster station from Middle Tennessee Electric Membership Corporation (MTEMC). The District will invoice the City monthly for the amount of its monthly minimum bill from MTEMC. The City will pay this invoice within 30 calendar days of the date of the invoice. The District reserves the right to disconnect the City's electric service connection for the siren without notice should the City fail to pay an invoice within 30 calendar days.
4. The City will be responsible for the construction, permitting and installation of the proposed electrical service that will be connected to the District's existing water booster station electrical

panel. Milcrofton will be responsible for the inspection and approval of all work completed within its booster station prior to activating the electrical service.

5. The City will be responsible for locating all underground utility lines and infrastructure associated with the installation of the electrical connection for the proposed siren as part of any utility location request submitted by the City of Franklin.
6. The City will install a breaker on the electrical connection for proposed siren to avoid tripping any breakers located inside the water booster station. The City will have no access to the booster station without the District's prior consent.
7. If City's electrical service connection to the siren interferes in any way with the District's electric supply to its booster station, the District reserves the right to shut off the electrical service connection without notice. The District will notify the City that electric service has been shut off to the siren because of the interference. At its expense the City will make any repairs or modifications to its electrical service connection to eliminate any type of interference with the District's operation of its booster station as deemed necessary by the District.
8. The City will not be responsible for any electrical failures to the District's booster station caused by its electrical connection for the siren, and the District will not be liable for any claim arising out of or connected to an electrical failure to the City's siren caused by District's electrical connection for its booster station.
9. Should the District make any modification to the existing booster station the City will be responsible for all cost associated with the relocation and relocation of the electrical service for the City's siren.
10. Either party may terminate this Agreement by giving the other party at least thirty days' written notice of termination.
11. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.
12. Any notice provided pursuant to the Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth in the Agreement or such other address as either party may in the future specify in writing to the other.
13. If any term or provision of the Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected.
14. In the event of conflict between this Agreement or any other contract, agreement or other document to which the Agreement may accompany, the provisions of this Agreement will to the extent of such conflict take precedence unless such document expressly states that it is amending this Agreement.

15. The Agreement constitutes the entire agreement and is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The Choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

Approved by the Franklin Board of Mayor and Alderman on _____, 2014.

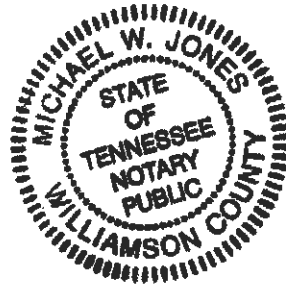
WITNESS our hands on the dates as indicated.

MILCROFTON UTILITY DISTRICT

By: Howard W. Smithson
HOWARD SMITHSON,
President

Date: 8-29-14

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)



Before me, the undersigned Notary Public of said County and State, personally appeared Howard Smithson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Milcrofton Utility District, the within named bargainor, and that he as such President executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this 29 day of August, 2014.

Michael W. Jones
Notary Public
My Commission Expires: 2/23/15

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____
DR. KEN MOORE
Mayor

Date: _____

By: _____
ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared DR. KEN MOORE 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, respectively, of the City of Franklin, Tennessee, the within named bargainer, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this _____ day of _____, 20__.

Notary Public
My Commission Expires: _____

Approved as to form by:

Shauna R. Billingsley, City Attorney