



LEGISLATIVE COVER MEMO

Introduction: May 6, 2024

Agenda Item: **Resolution 2024-35**

AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO THE WATER PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF FRANKLIN AND THE CITY OF CARLISLE.

Submitted by: Barry Conway, City Engineer

Scope/Description: The original agreement with the Municipality of Carlisle was approved by Resolution 1994-106 on October 17, 1994. The original term of the agreement was twenty years. The proposed amendment includes some minor modifications to the original agreement and would extend the original agreement another twenty (20) years.

Budget Impact: The City received about \$380,000 from the City of Carlisle in 2023. The City sells the water to the City of Carlisle at a bulk rate through a master meter. Carlisle takes care of their water mains after the meter.

Exhibits: Amendment.

Recommendation: Staff would recommend approval of this Resolution.

CITY OF FRANKLIN, OHIO
RESOLUTION 2024-35

AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO THE WATER PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF FRANKLIN AND THE CITY OF CARLISLE.

WHEREAS, the City of Franklin and the City of Carlisle had previously approved for the City of Franklin to sell surplus water to the Municipality of Carlisle by Resolution 1994-106 on October 17, 1996; and

WHEREAS, the City of Franklin and City of Carlisle desire to continue with this agreement. This Amendment has some minor modification to the original agreement and would extend the original agreement another twenty (20) years; and

NOW, THEREFORE, be it resolved by the Council of the City of Franklin, Ohio, a majority of Council members present concurring, that:

Section 1. The City Manager is hereby authorized to sign the Amendment to the Water Purchase Agreement by and between the City of Franklin and City of Carlisle for the sale of surplus water as per the attached amendment.

Section 2. It is hereby found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 3. This Resolution shall become effective immediately upon its passage.

ADOPTED: May 6, 2024

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on May 6, 2024.

Khristi Dunn, Clerk of Council

AMENDMENT TO THE
WATER PURCHASE AGREEMENT
BY AND BETWEEN
THE CITY OF FRANKLIN
AND
THE CITY OF CARLISLE

This document serves to amend the following of the agreement dated October 26, 1994 between the City of Franklin, Ohio and the City of Carlisle, Ohio.

It is hereby agreed to amend as follows:

ARTICLE I. SELLER AGREES:

Section 2. Point of Delivery and Pressure:

That the water will be furnished at the point of delivery at a mutually agreeable, reasonably constant pressure to an existing ten-inch (10") pipe at Dayton Oxford Road and Central Avenue and a twelve-inch pipe (12") on Lower Carlisle Road approximately 500 feet east of the Norfolk Southern Corporation Railroad. Emergency failures of pressure or supply due to main supply line break, loss of source water, power failure, flood, fire and use of water to fight fires, earthquakes or other catastrophes shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service. In the event of drought conditions, to be determined at the sole discretion of the Seller, the Purchaser shall be required to implement conservation or restrictions as may be directed by Seller to all of its water user customers.

ARTICLE II. PURCHASER AGREES:

Section 1. Rates and Payments Dates:

To pay Seller, not later than the 20th of each month for water delivered in accordance with the following rate: four dollars and twenty-six cents (\$4.26) per 1000 gallons as per Part Seventeen – Rate and Fee Schedule, Appendix A of the Codified Ordinances of the City of Franklin. All rates and fees shall be subject to an annual increase equal to the percentage obtained by averaging the national inflation rate from the United States Labor Department, Bureau of Labor Statistics for the previous three years and implemented no later than March 1st of each year.

ARTICLE III. TERM OF CONTRACT:

Section 1. Term:

The term of the agreement shall be extended 20 years from the date of execution of this addendum, and thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.

ARTICLE IV. RATE INCREASES:

Section 1. Method of rate increases:

Water rates shall be adjusted as per Part Seventeen – Rate and Fee Schedule, Appendix A of the Codified

Ordinances of the City of Franklin. All rates and fees shall be subject to an annual increase equal to the percentage obtained by averaging the national inflation rate from the United States Labor Department, Bureau of Labor Statistics for the previous three years and implemented no later than March 1st of each year. Rates may also be increased under extraordinary circumstances which may include but are not limited to: uncontrollable circumstances, mandated changes in treatment procedures by OEPA or USEPA, changes in treatment procedures, and capital expansion.

ARTICLE V. SYSTEM STARTUP:

Section 2. Water for Testing:

When requested by the Purchaser, the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction, irrespective of whether the metering equipment has been installed at the time, at a flat charge as per Part Seventeen - Rate and Fee Schedule, Appendix A of the Codified Ordinances of the City of Franklin which will be paid by the contractor, or on his failure to pay, by the Purchaser.

City of Franklin

City of Carlisle

Jonathan Westendorf Date
City Manager

Chris Lohr Date
City Manager

Attest:

Attest:

City of Franklin
Clerk of Council

City of Carlisle
Asst. to the CM/Clerk of Council

Resolution No.: _____
Dated: _____

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