

**ROAD IMPACT FEE OFFSET AGREEMENT
COF CONTRACT No. 2017-0283
AMENDMENT 1**

This Amendment is entered between THE CITY OF FRANKLIN, TENNESSEE (“City”) and **Avalon Squared, LLC, a Tennessee limited liability company**, (“Developer”), on this the _____ day of _____, 201__, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code (“FMC”).

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Avalon Square for approval (the “Development Project”); and

WHEREAS, the City has required the Developer to design, dedicate right-of-way and construct certain arterial and collector, non-site related, roadway improvements as a requirement of the Development Project; and

WHEREAS, the arterial and collector improvements required as part of the Development Project are identified in the City’s Major Thoroughfare Plan; and

WHEREAS, on April 30th, 2007 the City and Developer entered into an “Agreement for Completion of Roadway Improvements” (the Agreement) and the Developer has made application to offset a portion of the costs against any Road Impact Fees due from the Development Project; and

WHEREAS, The City and Developer desire to amend the Agreement dated April 30th, 2007; and

WHEREAS, the Developer has completed the arterial and collector roadway improvements and submitted the required invoices, contracts and release of liens as shown on Exhibit A, said invoices dictate that the final cost of the project was **TWO MILLION NINE HUNDRED SIXTY-NINE THOUSAND FOUR HUNDRED THIRTY-TWO and 32/100 Dollars** (\$2,969,432.32); and

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

1. The foregoing recitals are incorporated by reference as if fully state herein and made a part thereof.
2. Developer has submitted reliable information, as shown on Exhibit A, related to the final costs of design, right-of-way and construction of the following arterial and collector roadway improvements and/or works:

**McEwen Drive, Cool Springs Boulevard Extension and Oxford
Glen Drive**

3. The City agrees to reimburse the Developer and amount not to exceed \$2,659,913.10 in arterial impact fees and \$309,519.22 in collector impact fees collected as part of the

Development Project. At no time shall reimbursement exceed the arterial or collector impact fees collected as part of the Development Project.

4. Invoices to the City shall be payable within thirty (30) days after approval by the Road Impact Fee Administrator (City Engineer), subject to collected arterial and collector impact fees and paragraph 3 above.
5. The City and Developer agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument. All other conditions and requirements outlined in the "Agreement for Completion of Roadway Improvements" dated April 30th, 2007, have been satisfied by both the City and Developer.
6. The City shall have no liability except as specifically provided in this Agreement.
7. Applicable Law/Choice of Forum and Venue. 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 for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
8. Entire Agreement. This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.
9. All other provisions of the Agreement dated April 30, 2007 are unchanged and remain in full force and effect.

Approved by the Franklin Board of Mayor and Aldermen on _____, 201__.

WITNESS our hands on the dates as indicated.

DEVELOPER

Avalon Squared, LLC, a Tennessee limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

named bargainor, 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:

Tiffani M. Pope, Staff Attorney

Offset Request - Cool Springs Blvd			
Cool Springs Boulevard Extension (Including Roundabout)	Unit	Cost/Unit	Total
Land (167,853.60 SF) ^{Note 1}	100%	\$3.33	\$558,113.22
Design	90%	\$166,750.00	\$150,075.00
General Requirements	90%	\$73,493.00	\$66,143.70
Erosion Control Clearing Site Prep	90%	\$123,620.00	\$111,258.00
General Excavation	90%	\$452,740.00	\$407,466.00
Storm Sewer (Including CO1)	75%	\$197,480.00	\$148,110.00
Asphalt Paving Curbing	88%	\$357,198.00	\$314,334.24
Sidewalks	0%	\$66,758.00	\$0.00
Street Lighting	100%	\$72,532.00	\$72,532.00
Roadway Signage	100%	\$58,140.00	\$58,140.00
Survey / Testing / Quality Control	90%	\$39,338.00	\$35,404.20
Oxford Glen	Unit	Cost/Unit	Total
Land (19,528.83 SF) ^{Note 1}	0%	\$3.33	\$64,933.36
Design	10%	\$166,750.00	\$16,675.00
General Requirements	10%	\$73,493.00	\$7,349.30
Erosion Control Clearing Site Prep	10%	\$123,620.00	\$12,362.00
General Excavation	10%	\$452,740.00	\$45,274.00
Storm Sewer	25%	\$197,480.00	\$49,370.00
Asphalt Paving Curbing	12%	\$357,198.00	\$42,863.76
Sidewalks	100%	\$66,758.00	\$66,758.00
Street Lighting	0%	\$72,532.00	\$0.00
Roadway Signage	0%	\$58,140.00	\$0.00
Survey / Testing / Quality Control	10%	\$39,338.00	\$3,933.80
McEwen Drive	Unit	Cost/Unit	Total
Land (167,488.38 SF) ^{Note 1}	100%	\$3.33	\$556,898.86
Design	0%	\$0.00	\$0.00
Incremental Grading Only	100%		\$181,437.88

Total Arterial	\$2,659,913.10
Total Collector	\$309,519.22
Total Cost	\$2,969,432.32

Note1 - Land cost negotiated by COF and developer to be \$3.33 based on multiple appraisals.
- Incremental grading based on quantity and cost determined by the City Engineer.



105 Reynolds Drive / Franklin, TN 37064-2926 / 615-595-2400 / 615-595-2475 Fax / www.parkescompanies.com



FINAL WAIVER OF LIEN

To Whom It May Concern:

Whereas the undersigned has been contracted to furnish labor and materials for the construction of

**Cool Springs Blvd. Phase III
Eastern Termination of Cool Springs Blvd.
Franklin, TN**

of which

**Avalon Squared, LLC
105 Reynolds Drive
Franklin, TN 37064**

is the Owner, the undersigned, for consideration of and upon receipt of

Three Hundred Forty-One Thousand One Hundred Forty-Nine and NO/100 Dollars (\$341,149.00)

and other good and valuable considerations, acknowledges full and final payment of all work, service, and materials, and do(es) hereby waive and release any and all lien or claim of, or right to, lien relating to the above-described work and premises.

**The Parkes Companies, Inc.
dba SiteSolutions**


Joe L. Parkes, Jr.

Title President

Date _____

Notary

Corrinne B Mobley
5-24-2009

Commission Expires

Corrinne B Mobley
Signature

Revised 02/22/2006



Building Solutions, From the Ground Up!

APPLICATION AND CERTIFICATE FOR PAYMENT
OWNER: Avalon Squared, LLC
 105 Reynolds Drive
 Franklin, TN 37027

PAGE ONE OF 3 PAGES

APPLICATION NO: 16

PROJECT: Cool Springs Blvd Phase III
 Eastern Termination of Cool Springs Blvd.
 Franklin, TN

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 30-Sep-2007

VIA ARCHITECT: Ragan Smith & Associates
 315 Woodland Street
 Nashville, TN 37206-0070

FROM CONTRACTOR:
 The Parkes Companies, Inc. dba SiteSolutions
 105 Reynolds Drive
 Franklin, TN 37064-2926

PROJECT NOS.: 05.085

CONTRACT FOR: Phase 3 of Cool Springs Blvd Extension

CONTRACT DATE: 17-Sep-2003

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. CONTINUATION SHEET is attached.

1. ORIGINAL CONTRACT SUM \$2,219,150
 2. Net change by Change Orders \$67,082
 3. CONTRACT SUM TO DATE (Line 1+2) \$2,286,232
 4. TOTAL COMPLETED & STORED TO DATE \$2,286,232
 (Column G on Cont. Sheet)

5. RETAINAGE:

a. 0.0% of Completed Work \$0
 (Column D+E on G703)
 b. 0.0% of Stored materials \$0
 (Column F on G703)

Total retainage (Line 5a+5b or Total in Column I of G703) \$0
 6. TOTAL EARNED LESS RETAINAGE \$2,286,232
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$1,945,083

8. CURRENT PAYMENT DUE \$341,149

9. BALANCE TO FINISH, PLUS RETAINAGE
 (Line 3 less Line 6) \$0

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$67,234.07	\$152.07
TOTALS	\$67,234.07	\$152.07
NET CHANGES by Change Order	\$67,082.00	\$0.00

ver. 2.0 17-Apr-2000 rev.

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: The Parkes Companies, Inc. dba SiteSolutions, 105 Reynolds Drive, Franklin, TN

By: Chris Bagley Date: 10/1/07
 Name: Chris Bagley, P.E. Title: Project Manager

State of: Tennessee
 County of: Williamson
 Subscribed and sworn to before me this 1st day of October 2007



Notary Public: Corrinne B. Mobley
 My Commission expires: 5-24-2009

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)
 ARCHITECT: \$

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certificate is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 16

APPLICATION DATE: 1-Oct-2007

PERIOD TO: 30-Sep-2007

PROJECT NO: 05.085

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK		E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPL & STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREV APPLICATION (D+E)						
	Design	\$166,750	\$0	\$166,750	\$0		\$166,750	\$0	0
	General Requirements	\$73,493	\$0	\$0	\$1,470		\$73,493	\$0	0
	Erosion Control / Cleaning / Site Prep & Stabilization	\$123,620	\$0	\$123,620	\$0		\$123,620	\$0	0
	General Excavation	\$452,740	\$0	\$452,740	\$0		\$452,740	\$0	0
	Storm Sewer	\$197,632	\$0	\$197,632	\$0		\$197,632	\$0	0
	Box Culverts & Retaining/Wing Walls	\$0	\$0	\$0	\$0		\$0	\$0	0
	Gas Lines	\$13,653	\$0	\$13,653	\$0		\$13,653	\$0	0
	Water Lines	\$223,638	\$0	\$223,638	\$0		\$223,638	\$0	0
	Sanitary Sewer	\$10,249	\$0	\$10,249	\$0		\$10,249	\$0	0
	Asphalt Paving, Curbing & Striping	\$357,198	\$0	\$350,054	\$7,144		\$357,198	\$0	0
	Sleeving	\$7,015	\$0	\$7,015	\$0		\$7,015	\$0	0
	Site Concrete	\$66,758	\$0	\$66,758	\$0		\$66,758	\$0	0
	Electrical & Telephone Distribution	\$356,394	\$0	\$356,394	\$0		\$356,394	\$0	0
	Site Lighting	\$72,532	\$0	\$29,013	\$43,519		\$72,532	\$0	0
	Traffic Signage	\$58,140	\$0	\$52,326	\$5,814		\$58,140	\$0	0
	Surveying, Testing and Quality Control	\$39,338	\$0	\$39,338	\$0		\$39,338	\$0	0
			\$0	\$0	\$0		\$0	\$0	0
	TOTALS	\$2,219,150	\$2,161,203	\$57,947	\$0		\$2,219,150	\$0	\$0

The Parkes Companies, Inc.
Accounts Receivable Edit List

----- Invoice -----

Page ... 1
 OCT 22 2007
 14:41

Client	Number	Inv Date Due Date	Amount	Retainage Receivable	Credit Amount	G/L No	Job	Entry Number
Avalon Squared, LLC	05085-16F 386	OCT 22 2007 NOV 20 2007	125,029.00	(216,120.00) 341,149.00	125,029.00	4010	05085	5418
			Total for Invoice 05085-16F		125,029.00			
			Total for Report		125,029.00			

AVALON SQUARED, LLC
105 REYNOLDS DRIVE
FRANKLIN, TN 37064-2926

FIRST BANK
87-703/843

1241

11/7/2007

PAY TO THE ORDER OF The Parkes Companies, Inc.

\$ **341,149.00

Three Hundred Forty-One Thousand One Hundred Forty-Nine and 00/100*****

DOLLARS

The Parkes Companies, Inc.
105 Reynolds Drive
Franklin, TN 37064-2926

VOID After 60 Days

MEMO

05085-16F

⑈001241⑈ ⑆084307033⑆ 84007870⑈

AVALON SQUARED, LLC

1241

The Parkes Companies, Inc.

11/7/2007

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
09/30/2007	Bill	#5085-16F	341,149.00	341,149.00		341,149.00
				Check Amount		341,149.00

Cash 05085-16F

341,149.00

AVALON SQUARED, LLC

1241

The Parkes Companies, Inc.

11/7/2007

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
09/30/2007	Bill	#5085-16F	341,149.00	341,149.00		341,149.00
				Check Amount		341,149.00

Cash 05085-16F

341,149.00

CB
AR vs AP
W

05085-16F
CT#386
E# 5418

September
due: 11/09/07



SiteSolutions

A PARKES COMPANY

105 Reynolds Drive / Franklin, TN 37064-2926 / 615-595-2400 / 615-595-2475 Fax / www.parkescompanies.com



October 22, 2007

Ms. Shirley Young
Avalon Squared, LLC
105 Reynolds Drive
Franklin, TN 37064
Phone: (615) 595-2426 Fax: (615) 595-2479

Sent Via: Hand Deliver
Subject: Application & Certificate for Payment #16
RE: Cool Springs Blvd. Phase III
Franklin, TN

Dear Ms. Young:

Attached please find four (4) originals of our Application and Certificate for Payment No. 16 (Final) in the amount of Three Hundred Forty-One Thousand One Hundred Forty-Nine and NO/100 Dollars (\$341,149.00) along with our General Contractor's Partial Waiver of Lien in the aforesaid amount.

Please let me know if you need anything else in order to process payment.

Thank you.

Sincerely,

SITESOLUTIONS

100% Retainage

Lois Jaye
Administrative Assistant
ljaye@rpindustries.com

*paid 11/12/07
copy of check attached*

cc:

* Elizabeth Hamrick, SiteSolutions (w/attachments) via: Hand Deliver

File(s):

01040.10 - Pay Requests

01130.10 - Closing - General



Building Solutions, From the Ground Up!