

Prepared by:  
City of Franklin, Tennessee Engineering  
109 Third Avenue South  
Franklin, Tennessee 37064  
615-791-3217

**SANITARY SEWER EXTENSION AGREEMENT  
COF CONTRACT NO 2016-0363**

This Sanitary Sewer Extension Agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and MAPCO EXPRESS, Inc. ("MAPCO") on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**WHEREAS**, MAPCO, currently owns property located in the vicinity of the intersection of Five Mile Crossing and Old Peytonsville Road located in the City of Franklin, Tennessee, as shown on Exhibit A; and

**WHEREAS**, MAPCO, the successor by corporate merger to MAPCO Family Centers, Inc., is the owner of property known as Map 117, Parcel 22.02 as shown on Exhibit A (the "MAPCO Property"); and

**WHEREAS**, identical agreements have been executed between the City and K&T Associates, LLC (COF Contract No. 2016-0307) and between the City and Robert N. Moore Jr. (COF Contract No. 2016-0362); and

**WHEREAS**, collectively, the properties owned by Robert N. Moore Jr., K&T Associates, LLC, and MAPCO referenced in these three contracts, are the "Affected Properties;" and

**WHEREAS**, the Goose Creek Inn Wastewater Treatment Plant (WWTP) provides sanitary sewer service to the Affected Properties; and

**WHEREAS**, on September 26, 2016 Commissioner Robert J. Martineau, Jr., on behalf of the Tennessee Department of Environment and Conservation issued an Order and Assessment to Robert N. Moore Jr. for violations associated with the domestic wastewater treatment system; and

**WHEREAS**, the City and MAPCO have agreed to extend the City's sanitary sewer infrastructure, abandon the existing package plat and stop discharging from the Goose Creek Inn WWTP (known as the "Project"), as shown in concept on Exhibit A; and

**WHEREAS**, the estimated cost associated with the construction, easement acquisition, permitting, design and construction management for the Project is FIVE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$540,000.00) as shown on Exhibit B; and

**NOW THEREFORE**, the City and MAPCO, its successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Based upon a preliminary estimate prepared by Paul Holzen, City Engineer, an engineer licensed by the State of Tennessee, the costs of the above improvements is estimated at Five Hundred Forty Thousand and No/100 Dollars (\$540,000.00) which includes the total design, right-of-way/easement, permitting, construction management and construction costs for those improvements directly associated with providing a sanitary sewer collection system for the Affected Properties (the "Estimated Costs"). All improvements will be designed by and construction supervised by, an engineer licensed by the State of Tennessee. In the event the construction bids for the Project would result in the actual total costs of the Project exceeding 110% of the Estimated Costs, then the City shall provide written notice to MAPCO, and MAPCO shall have thirty (30) days in which to notify the City in writing of its election to terminate this Agreement. Should any of the Affected Property owners elect to terminate their agreement, (COF Contract No. 2016-0307, COF Contract No. 2016-0362, AND COF Contract No. 2016-0363) the City shall have the right to terminate this contract. In the event any of the Affected Property Owners or the City elect to terminate the agreement, MAPCO shall reimburse the City for MAPCO's proportionate share (as defined in Sections 5 and 7 of this Agreement) of the costs incurred by the City as of the date of the notice to MAPCO that the costs would exceed 110% of the Estimated Costs. Such reimbursement shall be paid to the City within thirty (30) days of receipt from the City of reasonable documentation for all such cost. Notwithstanding any other provision of this Agreement, following such notice of termination and reimbursement payment to the City, MAPCO shall have no further obligations or liability to the City under this Agreement and the City shall not extend sanitary sewer to the MAPCO's property.
3. Prior to approving any change order that would result in the total costs of the Project exceeding the Estimated Costs, the City shall consult with MAPCO and accept any reasonable suggestions made by MAPCO to reduce the cost of the change order.
4. Within thirty (30) days from the date MAPCO receives written notice from the City that the Board of Mayor and Aldermen have approved the construction bids for the Project, MAPCO shall pay all sewer tap and connection fees as established in Franklin Municipal Code and as estimated in Exhibit B.
5. Except as expressly provided in Section 2, the City and MAPCO agree that One Hundred percent (100%) of the City's cost, plus interest as provided in Section 6, for the design, right-of-way/easement acquisition, permitting, construction management and construction cost of the Project shall be reimbursed by the Affected Properties to the City. The owners of the Affected Properties shall only be liable for their proportionate share of the final Project cost. The City and MAPCO agree that the proportionate share for each Affected Properties shall not be subject to change and shall be as follows:

| <b>Property Owner</b>          | <b>Total Market Appraisal<br/>(Source: Williamson<br/>County Property Assessor)</b> | <b>Proportionate<br/>Share</b> |
|--------------------------------|-------------------------------------------------------------------------------------|--------------------------------|
| <b>K&amp;T Associates LLC.</b> | \$2,097,700                                                                         | 36.24%                         |
| <b>Robert N. Moore Jr.</b>     | \$2,260,700                                                                         | 39.05%                         |
| <b>MAPCO</b>                   | \$1,430,100                                                                         | 24.71%                         |
| <b>Total</b>                   | \$5,054,500                                                                         | 100.00%                        |

6. The City agrees to fund the initial capital investment cost associated with the design, right of way/easement acquisition, permitting, construction and construction management of the Project. MAPCO agrees to reimburse the City 100% of its proportionate share of the actual Project cost to include a 3.5% per annum interest rate.
7. MAPCO shall owe to the City 24.71% for its proportionate share of the Project cost to include the cost associated with the design, right of way/easement acquisition, permitting, construction and construction management for the Project and interest as provided in Section 6.
8. MAPCO shall pay its proportionate share of the final total Project cost over a term of five (5) years and shall be required to pay off 100% of its proportionate share of the total Project cost prior to transferring ownership of its property. The City shall permit MAPCO to pay in monthly installments on a schedule determined by the City. Following City approval of the final Project change order/cost, the City shall notify MAPCO of the final Project cost and establish the minimum monthly billing associated with the Project. The City will provide reasonable documentation for all such cost. In the event any monthly payment due from MAPCO shall be delinquent thirty (30) days after it is due and payable, and such default is not cured by MAPCO within thirty (30) days of the receipt of written notice of such default from the City, then the whole balance of the unpaid Project costs shall then become due and payable and shall be subject to such late fees for delinquent sewer fees as provided in the Franklin Municipal Code and a lien shall be placed on the MAPCO Property by the City until all delinquent payments are made to the City.
9. The City and MAPCO agree that monthly sanitary sewer billing, including but not limited to any monthly minimum sewer fee, shall be initiated at the time sanitary sewer flow is removed from the Goose Creek Inn WWTP and connected to the City's sanitary sewer infrastructure. Sanitary sewer billing shall be based on current requirements as established in Franklin Municipal Code.
10. MAPCO agrees to execute, at no cost to the City, the Project or the Affected Properties, any necessary temporary and permanent easements provided by the City that are required for the design, construction, operations and maintenance of any portion of the Project located on the MAPCO Property. Easements shall be executed by MAPCO within thirty (30) days of the City notifying MAPCO in writing that the City has obtained all necessary local, state and

federal permits required as part of the Project. Final determination on the required easements shall be determined by the City Engineer.

11. Following the completion of construction and acceptance of the Project, the City agrees to be responsible for the long-term maintenance and operations of the public sanitary sewer infrastructure as shown in concept on Exhibit A.
12. This Agreement is subject to the City obtaining all necessary local, state and federal permits associated with the Project. The City shall not be liable for any delays associated with the engineering/design, right-of-way, construction management and construction associated with this Project.
13. This agreement shall be recorded by the City with the Williamson County Register of Deeds against the Affected Properties within 30 days of complete execution of the Agreement as well as signatures of the owners of the Affected Properties. Following payment of 100% of the MAPCO's proportionate share of the cost of the Project, the City shall record a document indicating that all Project cost owed by MAPCO has been paid and release MAPCO and the MAPCO Property from further obligations associated with this Agreement.
14. The City's obligations to this Agreement are subject to prevention by causes beyond the City's control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
15. The City and MAPCO agree that the terms and conditions contained herein shall be binding on and shall inure the benefit to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
16. The City shall have no liability except as specifically provided in this Agreement.
17. 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.
18. Deadlines. If any date specified in this Agreement for the performance of an obligation, the giving of a notice, or the expiration of a time period falls on a Saturday, Sunday, or bank holiday, then this Agreement shall be automatically revised so that such date falls on the next occurring business day.
19. Interpretation. Each of the parties hereto has agreed to the particular language of this Agreement, and any question regarding the meaning hereof shall not be resolved by any rule providing for construction against the party who caused the uncertainty to exist or against the draftsman.

20. Exhibits. The City and MAPCO acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein.
21. 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.

**Approved by the Franklin Board of Mayor and Aldermen on \_\_\_\_\_, 2017.**

**[Signatures on following pages]**

WITNESS our hands on the dates as indicated.

MAPCO EXPRESS, Inc., a Delaware corporation

By: [Signature]

Print Name: Andy Scoggin

Title: CEO

Date: 5/23/17

By: [Signature]

Print Name: Dave DeSerio

Title: COO

Date: 5/23/17

STATE OF Tennessee

COUNTY OF Williamson

Before me, the undersigned, Sheri Kimbro, a Notary Public in and for the State and County aforesaid, personally appeared Andy Scoggin and Dave DeSerio, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon their oaths, acknowledged themselves to be CEO and COO, respectively of MAPCO EXPRESS, Inc., the within named bargainor, a Delaware corporation, and that they as such CEO and COO, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such CEO and as such COO.

Witness my hand and seal on this 23rd day of May, 2017



[Signature]  
Notary Public  
My Commission Expires: 1/20/19

**WITNESS** our hands on the dates as indicated.

**CITY**

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 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 \_\_\_\_.

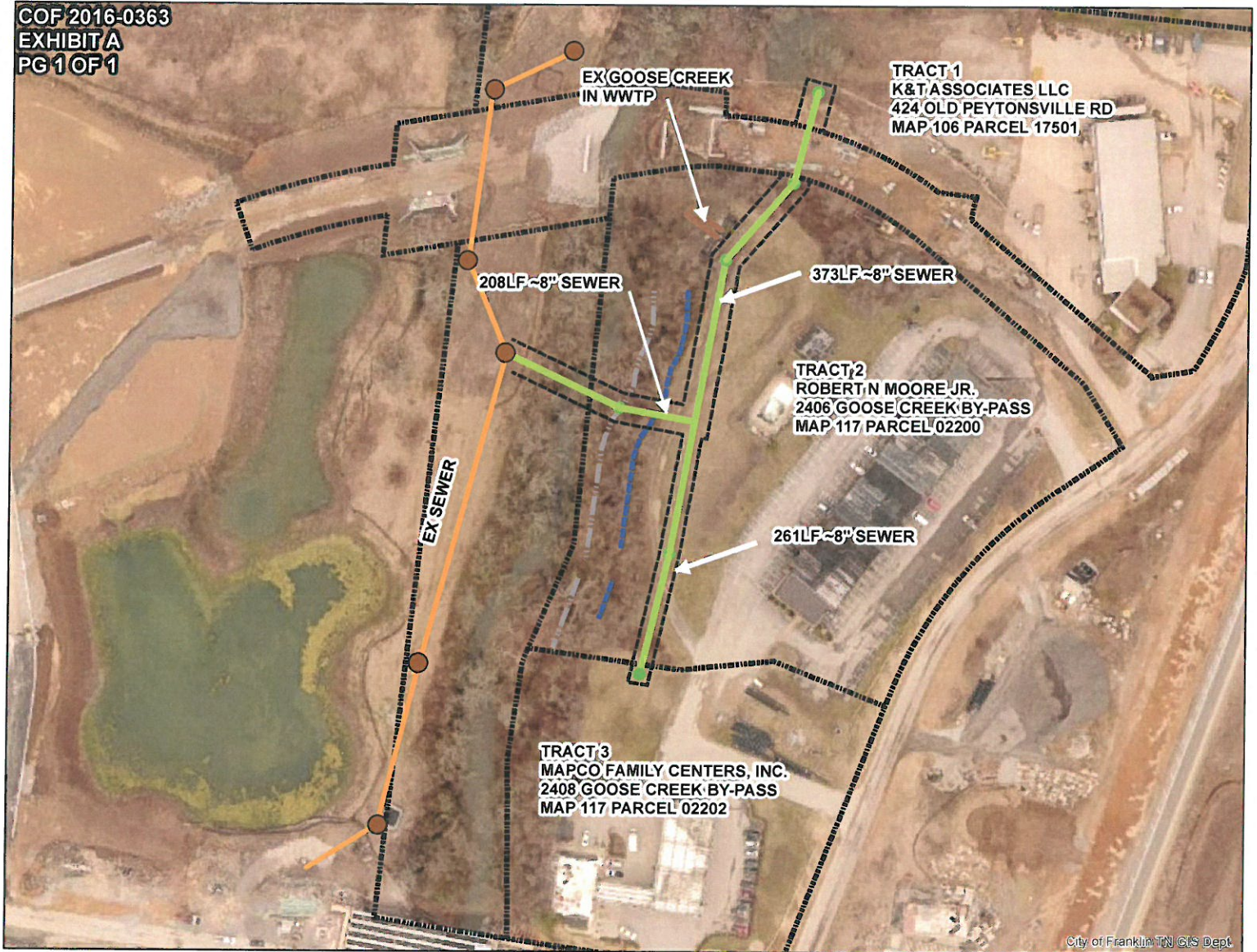
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Approved as to form by:

\_\_\_\_\_  
Kristen L. Corn, Assistant City Attorney

COF 2016-0363  
EXHIBIT A  
PG 1 OF 1



**Estimated Construction Cost**

Goose Creek Inn Sewer Project

Update Completed: 04-27-2017

| Item #                  | Item Name                                                                               | QTY.  | UNIT | Unit Price  | Total Price         |
|-------------------------|-----------------------------------------------------------------------------------------|-------|------|-------------|---------------------|
| <b>General</b>          |                                                                                         |       |      |             |                     |
| 1                       | TEMPORARY FACILITIES AND CONTROLS (MOBILIZATION)                                        | 1     | LS   | \$20,000.00 | \$20,000.00         |
| 2                       | SEEDING WITH MULCH                                                                      | 1632  | LF   | \$1.50      | \$2,448.00          |
| 3                       | Erosion & Sediment Control                                                              | 1     | LS   | \$10,000.00 | \$10,000.00         |
| 4                       | Additional Crushed Stone Refill - No. 67 stone, where directed by the Owner or Engineer | 20    | CY   | \$40.00     | \$800.00            |
| 5                       | Utility Relocation Contingency                                                          | 1     | LS   | \$50,000.00 | \$50,000.00         |
| 6                       | Contingency                                                                             | 1     | LS   | \$15,000.00 | \$15,000.00         |
| 7                       | Decommissioning and Disposal of Existing Goose Creek Inn WWTP                           | 1     | LS   | \$10,000.00 | \$10,000.00         |
| 8                       | Guardrail Modifications (remove and reinstall)                                          | 1     | LS   | \$15,000.00 | \$15,000.00         |
| <b>Sanitary Sewer</b>   |                                                                                         |       |      |             |                     |
| 8                       | 8-inch PVC SDR 26 (*See note 1)                                                         | 763   | LF   | \$90.80     | \$69,280.40         |
| 9                       | 8-inch PVC SDR 26 - Stream Crossing                                                     | 79    | LF   | \$1,200.00  | \$94,800.00         |
| 10                      | 4' diameter Precast Manhole, 0-6' depth                                                 | 7     | EA   | \$3,200.00  | \$22,400.00         |
| 11                      | 4' diameter precast manhole sidewall, greater than 6' depth                             | 44    | VF   | \$215.00    | \$9,460.00          |
| 12                      | 6" PVC SDR 26 Gravity Sewer Service Line (*See note 2)                                  | 3     | EA   | \$1,640.00  | \$4,920.00          |
| 13                      | Manhole Vent Assembly                                                                   | 1     | EA   | \$4,210.00  | \$4,210.00          |
| 14                      | Watertight Manhole Casting                                                              | 2     | EA   | \$1,050.00  | \$2,100.00          |
| 15                      | Connect to existing manhole                                                             | 1     | EA   | \$2,100.00  | \$2,100.00          |
| 16                      | New Exterior drop assembly on existing manhole                                          | 1     | EA   | \$3,040.00  | \$3,040.00          |
| 17                      | CCTV Inspection of New Gravity Sewer                                                    | 842   | LF   | \$1.50      | \$1,263.00          |
| 18                      | Mineral Aggregate, Type A Base, Grading D (TDOT Item 303-01)                            | 324.8 | TONS | \$25.90     | \$8,412.32          |
| 19                      | Cold Planning Bituminous Pavement (TDOT Item 415-01.02)                                 | 2400  | SY   | \$4.00      | \$9,600.00          |
| 20                      | ACS (PG70-22) Grading D (TDOT Item 411-02.10)                                           | 190.8 | TON  | \$112.00    | \$21,369.60         |
| 21                      | Asphalt Concrete Mix (PG70-22) (BPMB-HM) Grading B-M2 (TDOT Item 307-02.08 )            | 488.2 | TON  | \$120.00    | \$58,579.20         |
| 22                      | Concrete Curb and Gutter (TDOT Item 702-03)                                             | 5     | CY   | \$300.00    | \$1,500.00          |
| <b>TOTAL BID AMOUNT</b> |                                                                                         |       |      |             | <b>\$436,282.52</b> |

Note 1 Item includes backfill. Roadway Base Stone and Pavement to be paid out of other line items.

Complete in place service connection (includes at minimum a cleanout assembly, service line pipe, fittings, unclassified excavation, bedding,

Note 2 backfilling, flexible couplings and trees, and all other materials, labor and equipment to complete the work.

**Total Estimated Project Cost**

|                                     |                     |
|-------------------------------------|---------------------|
| Engineering and Survey Cost         | \$58,520.00         |
| Permitting Fees                     | \$4,000.00          |
| Easement Cost                       | \$0.00              |
| Construction Cost                   | \$436,282.52        |
| Construction Management Cost        | \$41,197.48         |
| <b>Total Estimated Project Cost</b> | <b>\$540,000.00</b> |

**Estimated Sewer Tap and Connection Fees**

|                            | Meter Size | Application Fee | Sewer Connection Fee | SDF      | Access Fee | Installation Fee | EDF     | Total    |
|----------------------------|------------|-----------------|----------------------|----------|------------|------------------|---------|----------|
| Mapco Family Centers, Inc. | 1"         | \$25            | \$50                 | \$5,775  | \$8,400    | \$263            | \$1,800 | \$16,313 |
| K&T Associates LLC         | 3/4"       | \$25            | \$50                 | \$1,444  | \$2,100    | \$263            | \$450   | \$4,332  |
| K&T Associates LLC         | 1"         | \$25            | \$50                 | \$5,775  | \$8,400    | \$263            | \$1,800 | \$16,313 |
| Robert N. Moore Jr.        | 2"         | \$25            | \$50                 | \$18,480 | \$26,880   | \$263            | \$5,760 | \$51,458 |