

**SANITARY SEWER REIMBURSEMENT AGREEMENT
COF CONTRACT NO. 2017-0132**

This agreement is entered into between THE CITY OF FRANKLIN, TENNESSEE (“City”) and **Clayton Properties Group, Inc., a Tennessee Corporation**, (“Developer”), on this the _____ day of _____, 201____, pursuant to Title 18, Chapter 2 of the Franklin Municipal Code (“FMC”).

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Shadow Green PUD Subdivision Development Plan (COF Project # 6389) and Shadow Green PUD Subdivision Rezoning Request (COF Project #6388); and

WHEREAS, the property is currently zoned LI and the Developer is proposing to change the zoning to SD-R (5.0); and

WHEREAS, the Developer’s rezoning request (Shadow Green Subdivision PUD) and the rezoning requests previously approved (Through the Green PUD Subdivision), as shown in Attachment A, require the City to increase the capacity of the existing sanitary sewer infrastructure to provide the minimum capacity required; and

WHEREAS, the City has required the Developer to complete the off-site sanitary sewer improvements, prior to the issuance of building permits, to ensure that the off-site sanitary sewer collection system has the minimum required capacity; and

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Developer and the City have jointly prepared a reliable estimate, as shown in Attachment A, related to the costs of the off-site sanitary sewer improvements and/or works.
3. The total estimated cost of engineering/design, permitting, right-of-way and construction of the above off-site sanitary sewer improvements is **Nine Hundred Fifty Thousand Ninety-Two and 43/100 Dollars (\$950,092.43)** for the offsite sanitary sewer improvements as shown in Attachment A. The following costs are specifically excluded: fiscal costs, including interest of money borrowed to finance the construction, bond costs and internal management fees.
4. The City and Developer agree to pay their proportionate shares of the costs associated with the off-site sanitary sewer improvements as conceptually shown in Attachment A. The proportionate shares of the costs associated with the off-site sanitary sewer improvements shall be:

	Proportionate Share
Developer	37% Total Project Cost
City of Franklin, TN	63% Total Project Cost

5. The City agrees to reimburse the Developer for the City's proportionate share of the final cost associated with the off-site sanitary sewer improvements. The Developer may submit periodic invoices to the City during the course of construction (not more frequently than every ninety (90) days), which invoices shall be payable within thirty (30) days after approval by the City Engineer. Invoices shall include copies of contracts and invoices associated with the off-site sanitary sewer improvements and copies of checks to show proof of payment.
6. Within 60 days of completion and acceptance of the off-site sanitary sewer improvements, the Developer and the City shall settle on a final billing. The Developer will provide reasonable documentation for all such cost and provide notarized releases of liens.
7. 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.
8. The City shall have no liability except as specifically provided in this Agreement.
9. 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.
10. Entire Agreement. This Agreement together with its attachment(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 _____, 201__.

WITNESS our hands on the dates as indicated.

DEVELOPER:

**Clayton Properties Group, Inc., a
Tennessee Corporation**

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ self to be _____ (or other officer authorized to execute the instrument) of Clayton Properties Group, Inc., a Tennessee corporation, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

CITY OF FRANKLIN, TENNESSEE:

By: _____
DR. KEN MOORE
Mayor

Date: _____

ATTEST:

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

Estimated Construction Cost

Shadow Green Sewer Relocation

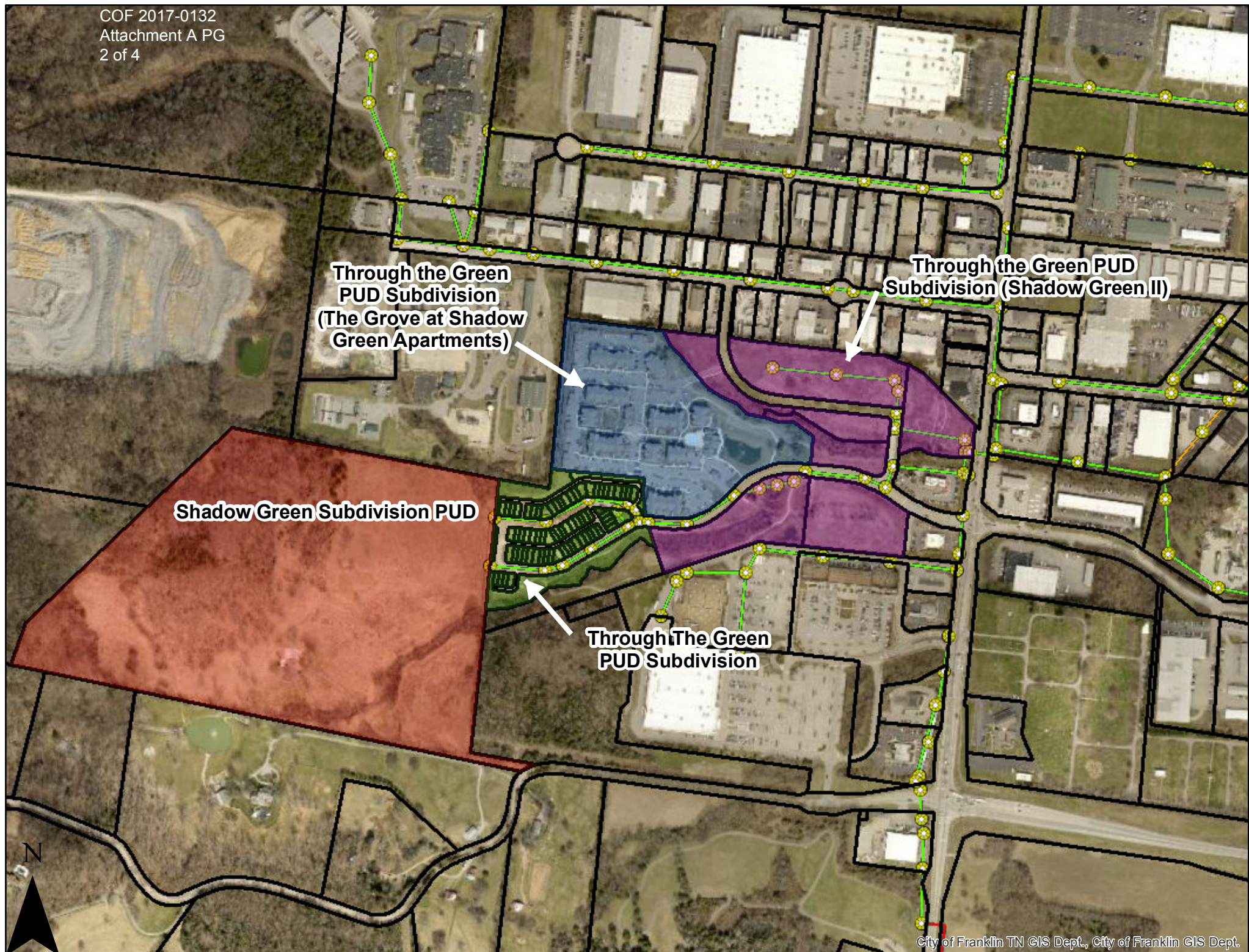
Update Completed: 04/06/2017

Item #	Item Name	QTY.	UNIT	Unit Price	Total Price
General					
1	TEMPORARY FACILITIES AND CONTROLS (MOBILIZATION)	1	LS	\$50,000.00	\$50,000.00
2	SEEDING WITH MULCH	1203	LF	\$2.00	\$2,406.00
3	Erosion & Sediment Control	1	LS	\$40,000.00	\$40,000.00
4	Additional Crushed Stone Refill - No. 67 stone, where directed by the Owner or Engineer	75	CY	\$40.00	\$3,000.00
5	Utility Relocation Contingency	1	LS	\$75,000.00	\$75,000.00
6	Contingency	1	LS	\$50,000.00	\$50,000.00
Sanitary Sewer					
7	8-inch PVC SDR 26	318	LF	\$115.00	\$36,570.00
8	Bore & Jack Steel Casing W/ 8-inch PVC SDR 26	120	LF	\$115.00	\$13,800.00
9	10-inch PVC SDR 26	117	LF	\$135.00	\$15,795.00
10	Bore & Jack Steel Casing W/ 10-inch PVC SDR 26	120	LF	\$1,000.00	\$120,000.00
11	10-inch PVC SDR 26 - Stream Crossing	30	LF	\$1,200.00	\$36,000.00
12	15-inch PVC SDR 26	738	LF	\$155.00	\$114,390.00
13	4' diameter Precast Manhole, 0-6' depth	10	EA	\$5,000.00	\$50,000.00
14	4' diameter precast manhole sidewall, greater than 6' depth	50	VF	\$300.00	\$15,000.00
15	6" PVC SDR 26 Gravity Sewer Service Line (*See note 2)	8	EA	\$2,088.00	\$16,704.00
16	Manhole Vent Assembly	1	EA	\$3,500.00	\$3,500.00
17	Watertight Manhole Casting	3	EA	\$1,000.00	\$3,000.00
18	Connect to existing manhole	4	EA	\$4,000.00	\$16,000.00
19	CCTV Inspection of New Gravity Sewer	1443	LF	\$3.00	\$4,329.00
20	Flowable fill existing sewer main	1	LS	\$30,000.00	\$30,000.00
21	Concrete Sidewalk (4")	905	SF	\$8.00	\$7,240.00
22	Mineral Aggregate, Type A Base, Grading D (TDOT Item 303-01)	417.2026	TONS	\$25.90	\$10,805.55
23	ACS (PG70-22) Grading D (TDOT Item 411-02.10)	49.01617	TON	\$112.00	\$5,489.81
24	Asphalt Concrete Mix (PG70-22) (BPMB-HM) Grading B-M2 (TDOT Item 307-02.08)	177.2597	TON	\$120.00	\$21,271.17
25	Concrete Curb and Gutter (TDOT Item 702-03)	2.6397	CY	\$300.00	\$791.91
TOTAL BID AMOUNT					\$741,092.43

Total Estimated Project Cost

Engineering and Survey Cost	\$75,000.00
Permitting Fees	\$4,000.00
Easement Cost	\$75,000.00
Construction Cost	\$741,092.43
Construction Management Cost	\$55,000.00
Total Estimated Project Cost	\$950,092.43

	1 Bed	2 Bed	3 Bed	Total	% Cost	% Cost
Through the Green PUD Subdivision (Shadow Green II)	132	96	0	228	34%	\$321,396.25
Through the Green PUD Subdivision (The Grove at Shadow Green Apartments)	80	84	32	196	29%	\$276,288.01
Through the Green PUD Subdivision	0	0	68	68	10%	\$95,855.02
Shadow Green Subdivision PUD	60	100	22	182	27%	\$256,553.15
Total	272	280	122	674	100%	\$950,092.43





Existing Sanitary Sewer Over Capacity Based on Proposed Land Use Amendment

