

**AGREEMENT FOR REIMBURSEMENT OF COSTS
FOR SANITARY SEWER COLLECTION SYSTEM IMPROVEMENTS
COF CONTRACT NO. 2018-0087**

This Agreement between THE CITY OF FRANKLIN, TENNESSEE (“City”) and **THE JONES COMPANY of TENNESSEE, LLC**, (“Developer”), entered into on this the _____ day of _____, 2018, subject to the following premises, terms and conditions.

WHEREAS, the Developer has previously submitted to the Board of Mayor and Aldermen, Moss Property PUD Subdivision (Foxglove Farm), site plan, Project #6631 for approval (“**Development**”); and

WHEREAS, the Developer has been required as a condition of this approval to upsize sanitary sewer infrastructure planned for their site to coincide with the City’s master basin plan (“**Sewer Improvements**”), which will become a part of the Franklin sanitary sewer collection system and will be available for the use and benefit not only of businesses and residents within the Development, but other present and future customers of the Franklin sanitary sewer collection system outside the Development; and

WHEREAS, the Developer is therefore entitled, pursuant to Section 18-208 of the Franklin Municipal Code, to be reimbursed for a portion of the costs of construction of the said Improvements as described herein; and

WHEREAS, the Developer has incurred, or based upon reasonable estimates of the City Engineer, will incur an additional cost of ELEVEN THOUSAND SIX HUNDRED FORTY DOLLARS AND NO/100 DOLLARS (\$11,640.00) for the materials related to upsizing the sanitary sewer infrastructure; and

WHEREAS, the determination as to eligible cost reimbursement is based generally upon the difference in sizing and capacity of the lines and other facilities needed for the Development and that needed or required by the City for the sanitary sewer collection system as a whole, i.e. the “cost of upsizing,” although the City may, in its discretion, consider other factors necessary for an equitable sharing of costs.

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. The Developer and the City agree that the Developer shall be eligible for reimbursed as hereafter set forth for the Sanitary Sewer Improvements shown on **Exhibit A**, as may be further revised.
3. The total eligible cost associated with the Sewer Improvements for which Developer is eligible for reimbursement are **ELEVEN THOUSAND SIX HUNDRED FORTY DOLLARS AND NO/100 DOLLARS (\$11,640.00)**, subject to the provisions of section 6.
4. Reimbursement for the Sewer Improvements shall be made until such time as the eligible cost has been fully reimbursed by providing a payment to the Developer of Sewer Access Fees paid by the Developer.

5. Prior to reimbursement of the total eligible cost and acceptance of the Sewer Improvements, the Developer must submit to the City a detailed statement of the actual eligible costs and the Board may, in its discretion, adjust the eligible costs to reflect the actual project costs.

6. The parties 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.

7. The parties agree that, except as recited in this Agreement, the Developer has no further right of reimbursement with respect to the Sewer Improvements and the Developer expressly releases the City from any further claim therefor. The Developer further acknowledges and agrees that the reimbursement rights provided herein do not constitute a debt of the City but only a right of offset against fees otherwise due from the Developer.

Approved by the Board of Mayor and Aldermen on _____, 2018.

(Signatures on following pages)

WITNESS our hands on the dates as indicated.

Developer

The Jones Company of Tennessee, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____)

)

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 DOMINION PARTNERS, the within named bargainor, a general partnership, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the general partnership by _____ self as _____.

Witness my hand and seal, at Office in _____, Tennessee, this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE

By: _____

Dr. KEN MOORE

Mayor

Date: _____

By: _____

ERIC S. STUCKEY

City Administrator/Recorder

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared Dr. Ken Moore , with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by himself as Mayor.

WITNESS, my hand and seal on this the ____ day of _____, 2018.

Notary Public

My Commission expires:_____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

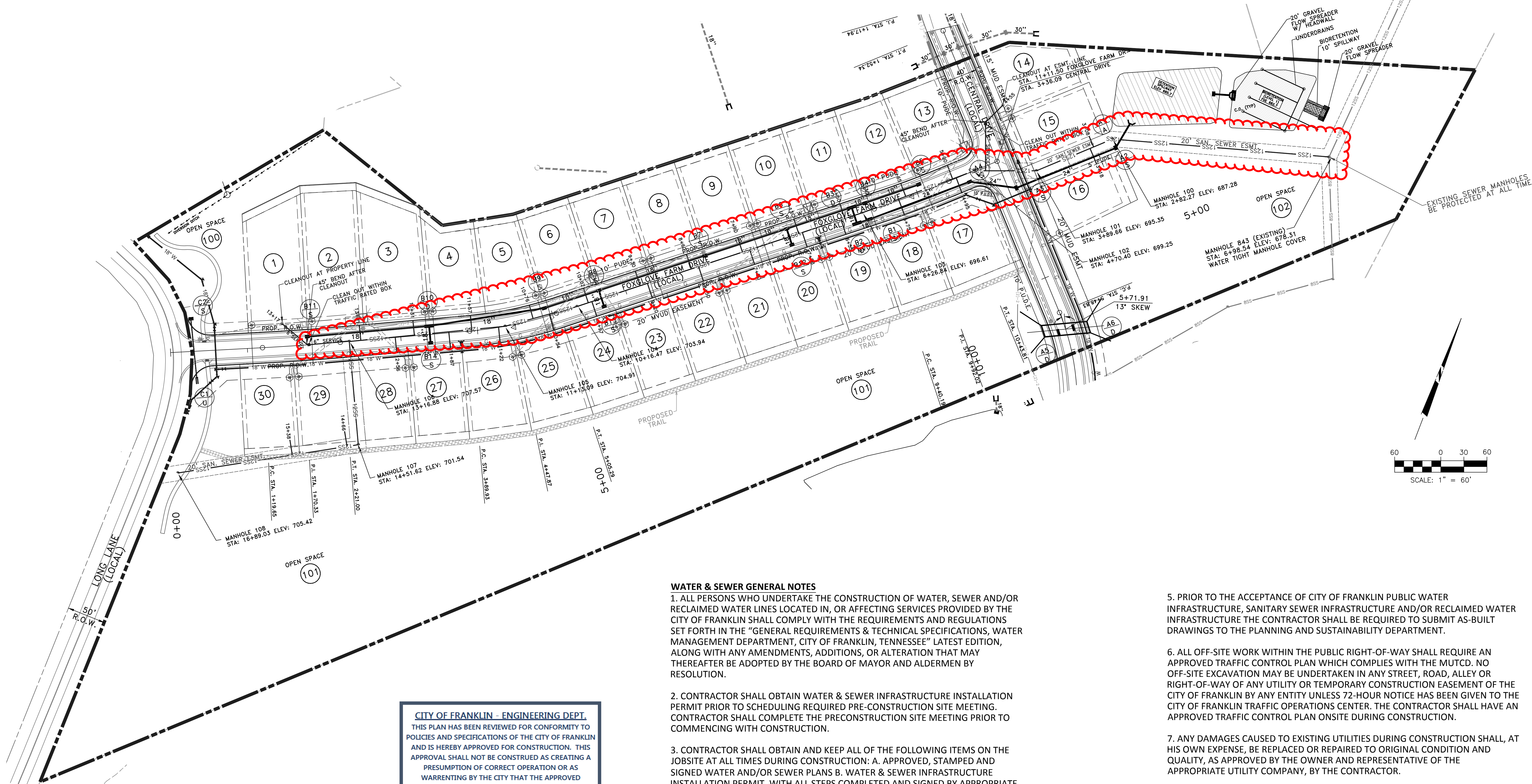
Before me, the undersigned Notary Public of said County and State, personally appeared **Eric S. Stuckey**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to the City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by himself as City Administrator.

WITNESS, my hand and seal on this the ____ day of _____, 2018.

Notary Public
My Commission expires:_____

Approved as to form by:

Tiffani M. Pope, Staff Attorney



WATER & SEWER GENERAL NOTES

1. ALL PERSONS WHO UNDERTAKE THE CONSTRUCTION OF WATER, SEWER AND/OR RECLAIMED WATER LINES LOCATED IN, OR AFFECTING SERVICES PROVIDED BY THE CITY OF FRANKLIN SHALL COMPLY WITH THE REQUIREMENTS AND REGULATIONS SET FORTH IN THE "GENERAL REQUIREMENTS & TECHNICAL SPECIFICATIONS, WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE" LATEST EDITION, ALONG WITH ANY AMENDMENTS, ADDITIONS, OR ALTERATION THAT MAY THEREAFTER BE ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN BY RESOLUTION.
2. CONTRACTOR SHALL OBTAIN WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT PRIOR TO SCHEDULING REQUIRED PRE-CONSTRUCTION SITE MEETING. CONTRACTOR SHALL COMPLETE THE PRECONSTRUCTION SITE MEETING PRIOR TO COMMENCING WITH CONSTRUCTION.
3. CONTRACTOR SHALL OBTAIN AND KEEP ALL OF THE FOLLOWING ITEMS ON THE JOBSITE AT ALL TIMES DURING CONSTRUCTION: A. APPROVED, STAMPED AND SIGNED WATER AND/OR SEWER PLANS B. WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT, WITH ALL STEPS COMPLETED AND SIGNED BY APPROPRIATE CITY EMPLOYEES. C. COPY OF APPROVED AVAILABILITY REQUEST RESPONSE LETTER. D. A COPY OF ALL APPROVED CUT SHEETS.
4. ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE SHALL BECOME THE RESPONSIBILITY OF THE CITY OF FRANKLIN, TN FOLLOWING APPROVAL FROM THE CITY OF FRANKLIN INSPECTORS AND ACCEPTANCE BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION. THE ACCEPTANCE DATE SHALL BE BASED ON THE DAY MAINTENANCE SURETIES ARE ESTABLISHED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION.

5. PRIOR TO THE ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT AS-BUILT DRAWINGS TO THE PLANNING AND SUSTAINABILITY DEPARTMENT.
6. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ONSITE DURING CONSTRUCTION.
7. ANY DAMAGES CAUSED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL, AT HIS OWN EXPENSE, BE REPLACED OR REPAIRED TO ORIGINAL CONDITION AND QUALITY, AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY, BY THE CONTRACTOR.

WATER & SEWER DATA CHART
FACILITY TYPE: MILCROFTON UTILITY DISTRICT
UNIT FLOW IN GPD: 350 GPD (PER UNIT)
NUMBER OF UNITS: 30
TOTAL FLOW IN GPD: 10,500 GPD

CITY OF FRANKLIN - ENGINEERING DEPT.
THIS PLAN HAS BEEN REVIEWED FOR CONFORMITY TO POLICIES AND SPECIFICATIONS OF THE CITY OF FRANKLIN AND IS HEREBY APPROVED FOR CONSTRUCTION. THIS APPROVAL SHALL NOT BE CONSTRUED AS CREATING A PRESUMPTION OF CORRECT OPERATION OR AS WARRENTING BY THE CITY THAT THE APPROVED FACILITIES WILL REACH THE DESIGNED GOALS.

☐ WATER ☒ SEWER ☐ RECLAIM WATER

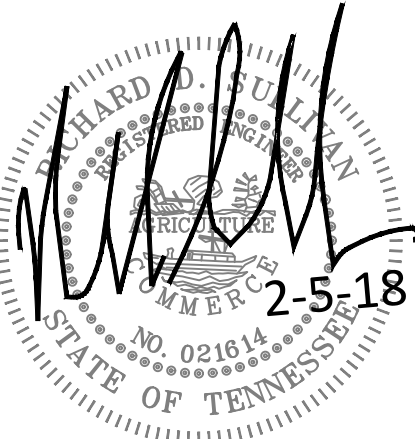
[Signature]
ENGINEERING

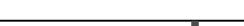
[Signature]
STATE APPROVAL

APPROVAL EXPIRES
ONE YEAR FROM
DATE OF APPROVAL: 04/11/18

HISTORIC FRANKLIN
TENNESSEE

CITY OF FRANKLIN
ENGINEERING DEPT
04/11/18
This sheet is part of the
APPROVED Site Plan Set.



REVISIONS :	The Moss Property P.U.D. Subdivision (Foxglove Farm)			SEI JOB # 16.009
	WILLIAMSON COUNTY, TN.			SECTION 1
	OVERALL UTILITY PLAN			SHEET NO.
	<div>THE  JONES COMPANY of Tennessee, LLC</div>		<div>THE JONES COMPANY 1221 LIBERTY PIKE FRANKLIN, TN 37067 (615) 771-8006</div>	C5.0
			FIRST SUBMITTAL: 2.5.18	
		RE-SUBMITTAL: SCALE : 1"=60'		
DRAWN BY : W.P.W.		DATE : 2.5.18	APPROVED BY : R.D.S.	