



HISTORIC
FRANKLIN
TENNESSEE

ITEM #29
BOMA 06/25/13

MEMORANDUM

May 30, 2013

TO: Board of Mayor and Alderman (BOMA)

FROM: Eric S. Stuckey, City Administrator *E.S.*
David Parker, P.E.; CIP Executive/City Engineer
Paul Holzen, P.E.; Director of Engineering

SUBJECT: Consideration of Water Main Cost Reimbursement Agreement (COF Contract No 2012-0177) with Boyle Investment Company

Purpose

The purpose of this memorandum is to provide information to the BOMA on a Water Main Cost Reimbursement Agreement with Boyle Investment Company.

Background

In 2008, Boyle Investment Company constructed and installed a twelve-inch water main along the south and west right-of-way (ROW) of Peytonsville Road to provide service to their development. With no development moving forward on the Reams Fleming track, this water main was never brought into service or accepted by the City of Franklin Water Management Department. Over the past few months, City Staff has been meeting with TDOT and coordinating utilities as part of the I-65 and Goose Creek Interchange Project. During these meetings it was determined that this water main would be impacted by the construction project and would need to be relocated. For this water main to be relocated and qualify for reimbursement as part of the I-65 and Goose Creek Interchange Project the City of Franklin is required to take ownership of this line and have all necessary easements in place. This agreement outlines some of the details and conditions associated with the City of Franklin taking on ownership of a portion of the existing line installed by Boyle Investment Company.

Financial Impact

No direct financial impact.

Recommendation

Staff Recommends approval of the Water Main Cost Reimbursement Agreement (COF Contract no 2012-0177) with Boyle Investment Company contingent on City Administrator, City Engineer, and City Attorney approval of the final agreement.

**WATER MAIN COST REIMBURSEMENT AGREEMENT
COF CONTRACT NO 2012-0177**

This Agreement is between THE CITY OF FRANKLIN, TENNESSEE (“City”) and BOYLE INVESTMENT COMPANY (“Developer”), and is entered into on this the 25th day of June, 2013.

WHEREAS, the Developer constructed and installed a twelve-inch (12”) water main along the south and west right-of-way (ROW) of Peytonsville Road as shown and identified as Line A on the Reams Fleming Water Main Exhibit (attached as Exhibit A); and

WHEREAS, the Developer has not provided the City documentation of acceptable testing, as-built drawings, or easements for said water main; therefore, the City has not accepted the installed water main (Line A as indicated on Exhibit A) as part of its public water system or for maintenance; and

WHEREAS, the State of Tennessee acting through its Department of Transportation (TDOT) plans to construct I-65, from North of SR-840 to North of SR-248 (Including SR-248 (Goose Creek Bypass) Interchange, located in Williamson County, Tennessee (hereinafter called the “Project”), and for said Project to be constructed it will be necessary for a section of Line A to be relocated within a dedicated City of Franklin water utility easement; and

WHEREAS, TDOT is liable for the relocation of utility facilities located in private utility right-of-way/easements and is authorized, in accordance with Tennessee Code Annotated §54-5-804, to reimburse the utilities for the relocation of utility facilities located in public highway right-of-way but is not liable for any utility betterment costs; and

WHEREAS, the City and the Developer desire to enter into an agreement to provide for the relocation of the water main facilities in conjunction with the Project and it is in the mutual interest of the parties that this utility relocation work be performed together with the proposed highway construction.

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. Within thirty (30) days of the date of this agreement the Developer shall provide the City with as-built drawings of Line A and Line C, as shown on Exhibit A, certified by a Professional Engineer and/or Professional Surveyor licensed in the State of Tennessee.
3. Within thirty (30) days of the date of this agreement the Developer shall dedicate public utility easements for Line A and Line C, as shown on Exhibit A, to the City of Franklin using the City’s standard easement documents. Said easement documents shall be certified by a Professional Surveyor licensed in the State of Tennessee.
4. The City agrees to work with TDOT to include the impacted water main and the proposed relocation (approximately shown as Line B in Exhibit A) in TDOT’s highway construction

plans. The City will also endeavor to have TDOT be responsible for having its contractor perform the utility relocation work in accordance with TDOT's construction contract.

5. The Developer agrees to dedicate at no cost to the City all necessary easements associated with Line B as shown in Exhibit A and as shown on the project plans (Exhibit B).
6. At the completion of the Project, the City shall accept ownership and maintenance of Line B as shown in Exhibit A.
7. Due to maintenance issues and water quality issues associated with a dead end water main, the City will not utilize and/or operate Line B or Line C (as shown on Exhibit A) until a development requires Lines B and C to be filled and brought into operation. At the time the water main is brought into operation, the Developer shall be responsible for retesting, repairing, connecting and correcting any issues to ensure that Line C meets current City and State Standards.
8. At the time Line C is filled and brought into operation the Developer agrees to post a one-year performance and maintenance agreement as required in the City's zoning ordinance.
9. In the event that funds are not appropriated, or are otherwise unavailable, the City reserves the right to terminate this Agreement upon written notice to the Developer. Said termination shall not be deemed a "breach of contract" by the City.
10. The City shall have no liability except as specifically provided in this Agreement.
11. This Agreement may be modified only by a written amendment executed by the parties hereto.
12. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their representatives, successors and assigns and that there are no understandings or agreements between them except as contained in this instrument.
14. 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.
15. 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 June 25, 2013.

WITNESS our hands on the dates as indicated.

Boyle Investment Company

By: _____

Print Name: _____

Title: _____

Date: _____

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 Boyle Investment Company the within named bargainor, a limited liability company, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the company by _____ self as _____.

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

Notary Public
My Commission Expires: _____

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

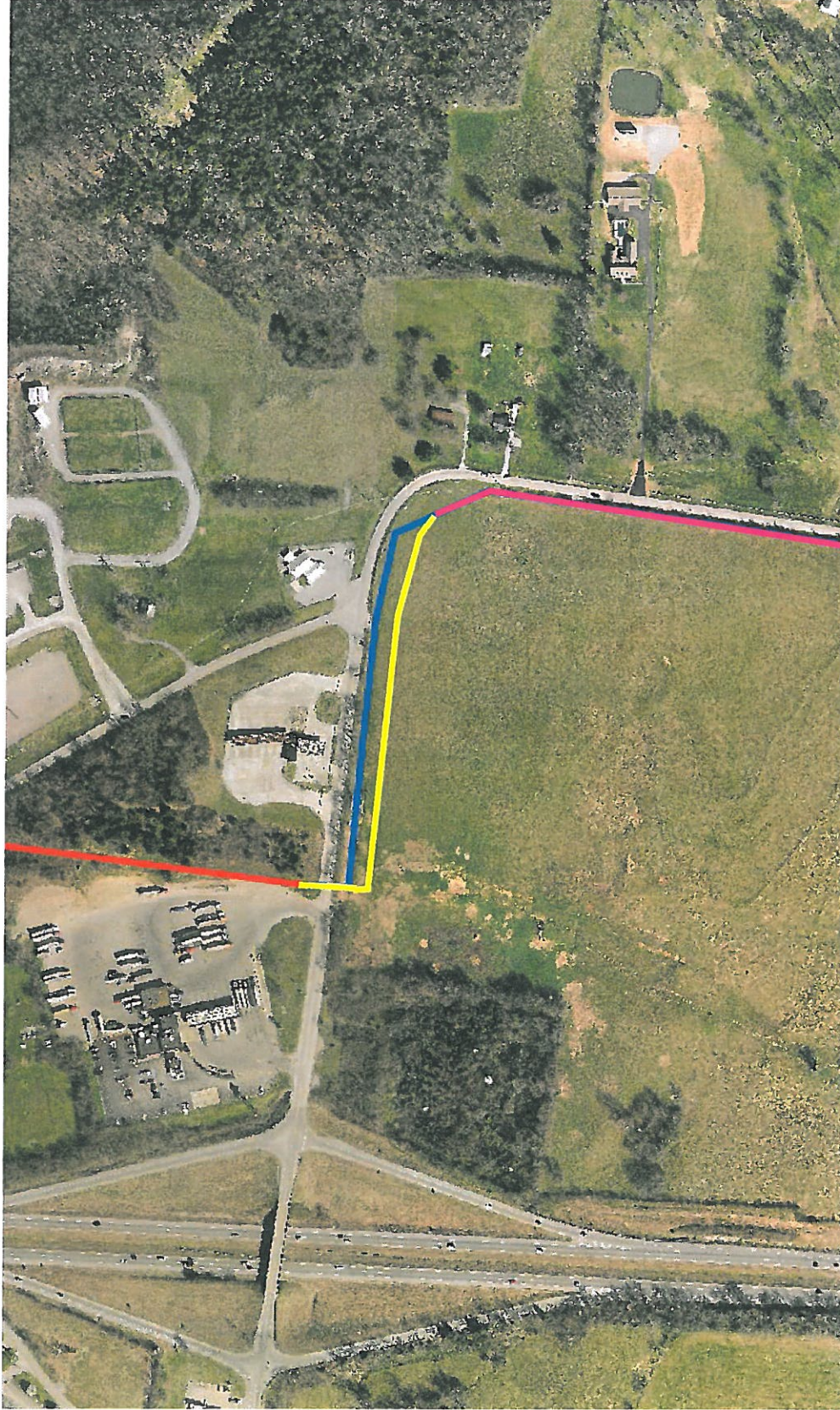
By: _____
Dr. Ken Moore
Mayor

Date: _____

Date: _____

Reams Flemming Water Main Exhibit

Exhibit A



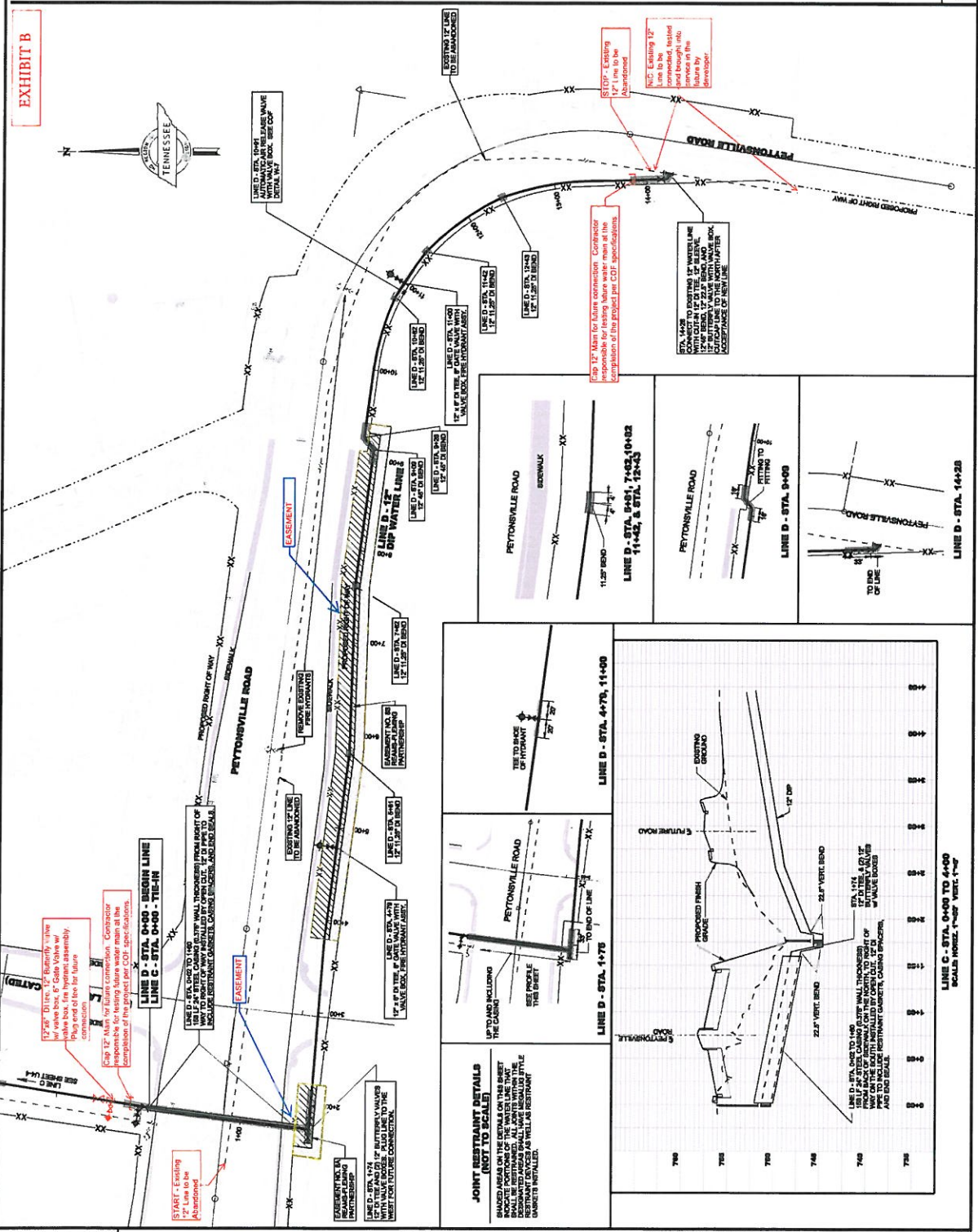
Line A - Existing 12" unaccepted water main on Reams Flemming Property

Line C - Existing 12" unaccepted water main on Reams Flemming Property

Line B - Water main to be relocated for widening of Peytonsville Road

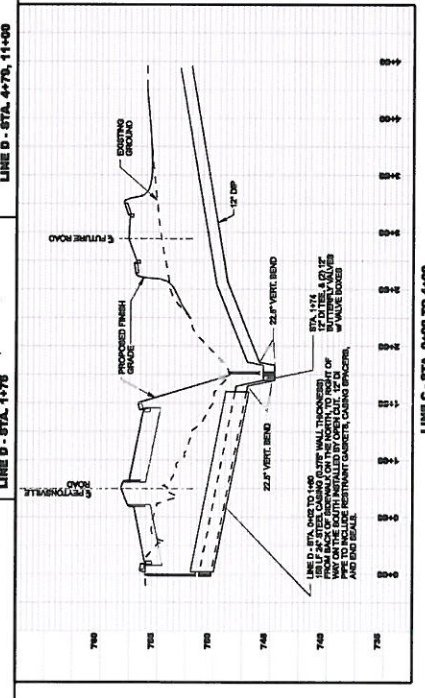
TYPE	NO.	PROJECT NO.	SHEET NO.
CONST.	2013	11M/PP-65-21(8)	14-7

EXHIBIT B

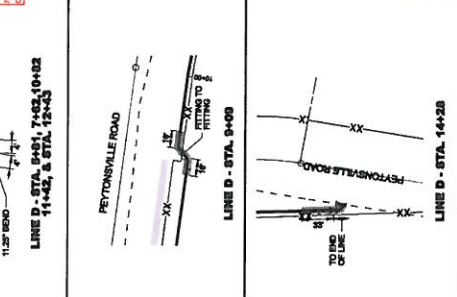


FILE NO.	DESIGN DIVISION
TENNESSEE 0.0'1"	

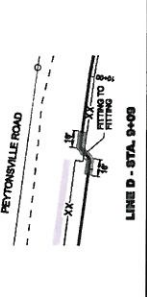
JOINT RESTRAINT DETAILS (SEE T-5)
 SHOWS PORTION OF THE WATER LINE THAT IS RESTRAINED TO THE ADJACENT PIPE. ALL JOINTS SHALL BE RESTRAINED TO THE ADJACENT PIPE. RESTRAINT GASKETS, COUPLERS, AND END SEALS SHALL BE INSTALLED.



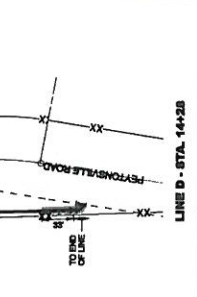
LINE C - STA. 0+00 TO 4+00
 SCALE: VERT. 1"=4'



LINE D - STA. 0+00 TO 1+75
 SCALE: VERT. 1"=4'



LINE D - STA. 1+75 TO 4+75
 SCALE: VERT. 1"=4'



LINE D - STA. 4+75 TO 11+00
 SCALE: VERT. 1"=4'

LINE D - STA. 11+00 TO 14+28
 SCALE: VERT. 1"=4'



DESIGNED BY: WILLIAM L. SMITH
 LICENSE NO. 34567
 STATE OF TENNESSEE
 CITY OF FRANKLIN, TN
 WATER LINE RELOCATION
 STA. 0+00 TO 14+28
 SCALE: 1" = 60'

