



HISTORIC
FRANKLIN
TENNESSEE

ITEM #12
BOMA
01/14/14

MEMORANDUM

January 8, 2014

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
David Parker, City Engineer/CIP Executive
Paul Holzen, Director of Engineering
Mark Hilty, Director of Water Management

SUBJECT: **Consideration of Agreement (COF 2013-0228) with Mike Ford Custom Builders for a One-Time Sanitary Sewer Maintenance Contribution for the Blossom Park Development Pump Station.**

Purpose

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider an agreement with Mike Ford Custom Builders for a one time sanitary sewer maintenance contribution for the Blossom Park Development pump station.

Background

The BOMA have determined the best way to provide sanitary sewer service to the Blossom Park Development is through a pump station located in the West Sanitary Sewer Basin. The proposed agreement requires the developer to make a one-time \$20,000 contribution to the City of Franklin to help offset the long term maintenance requirements associated with the proposed pump station. The developer has indicated a willingness to move forward with the proposed agreement.

Financial Impact

The developer shall make a one-time \$20,000 contribution to the City of Franklin Sanitary Sewer Utility Fund for the purpose of providing long term maintenance of the proposed pump station.

Recommendation

Approval of agreement (COF 2013-0228) with Mike Ford Custom Builders for a one-time sanitary sewer maintenance contribution for the Blossom Park Development pump station is recommended.

**AGREEMENT FOR A ONE-TIME SANITARY SEWER MAINTENANCE
CONTRIBUTION FOR THE BLOSSOM PARK DEVELOPMENT PUMP STATION
COF Contract No 2013-0228**

This **AGREEMENT** is made and entered into by and between the **City of Franklin, Tennessee ("City")** and **Mike Ford Custom Builders ("Developer")**.

WHEREAS, the Blossom Park Development is located within the City of Franklin Sanitary Sewer Utility District; and

WHEREAS, the Board of Mayor and Aldermen determined on November 12, 2013, that the best way to provide sanitary sewer service to the Blossom Park Development is through a pump station located in the West Sanitary Sewer Basin; and

WHEREAS, the Developer agrees to make a one-time \$20,000 contribution to the City of Franklin Sanitary Sewer Utility Fund for the purpose of providing long term maintenance of the proposed pump station; and

WHEREAS, the one-time \$20,000 contribution shall be in addition to all required fees as outlined in City of Franklin Municipal Code; and

WHEREAS, the Developer shall be required to submit engineering drawings to the City of Franklin for review and approval prior to the construction of any utilities; and

WHEREAS, the City of Franklin shall accept ownership and long term maintenance of the pump station following the final inspection and acceptance of the proposed sanitary sewer improvements.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, 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. Prior to the issuance of any building permits for the Blossom Park Development the Developer shall make a one-time Twenty Thousand and No/100 Dollars (\$20,000.00) contribution to the City of Franklin Sanitary Sewer Utility Fund.
3. The Developer shall be responsible for the cost, design, construction and easement acquisition associated with the proposed pump station. The Developer shall retain professional engineering services to oversee the design and construction of the proposed sanitary sewer pump station and ensure it meets all City of Franklin standards and specifications. The engineering consultant must be a Licensed Professional Engineer in the State of Tennessee.

4. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.
5. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
6. This Agreement supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Agreement. The terms and conditions of this Agreement may not be changed except by an amendment expressly referencing this Agreement and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates as indicated.

Approved by the Franklin Board of Mayor and Aldermen on January 14, 2014.

CITY OF FRANKLIN, TENNESSEE

ATTEST:

By: _____
 Dr. Ken Moore
 Mayor

By: _____
 Eric S. Stuckey
 City Administrator

Date: _____, 2013

Date: _____, 2013

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 bargainer, 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 _____, 2014.

Notary Public
My Commission Expires: _____

MIKE FORD CUSTOM BUILDERS, LLC
a Tennessee limited liability company

By: _____
Mike Ford
Manager

Date: _____, 2013

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared Mike Ford, 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 Manager of Mike Ford Custom Builders, LLC, a Tennessee limited liability company, and that he as such Manager executed the foregoing instrument for the purposes therein contained, by personally signing the name of the company by himself as Manager.

Witness my hand and seal this _____ day of _____, 2014.

Notary Public
My Commission Expires: _____

Approved as to form by:

Kristen L. Corn, Staff Attorney