

**AGREEMENT FOR GOOSE CREEK SANITARY SEWER EXTENSION  
FROM WEST OF I-65 TO EAST OF I-65  
COF Contract No. 2014-0051**

This **AGREEMENT** is made and entered into by and between the **City of Franklin, Tennessee ("City")** and **HPT TA PROPERTIES TRUST ("Property Owner")**.

**WHEREAS**, the City Board of Mayor and Aldermen plans to construct a Fire Station on the east side of I-65 in the vicinity of the Goose Creek Interchange; and

**WHEREAS**, the Property Owner currently owns and operates a decentralized wastewater treatment facility located at 4400 Peytonsville Road, Franklin, Williamson County, TN ("Owner's Property") that is need of maintenance and repair; and

**WHEREAS**, the City desires to provide sanitary sewer service to the east side of I-65 in the area of the Goose Creek By-Pass Interchange in order to eliminate individual septic systems and decentralized wastewater systems; and

**WHEREAS**, the Property Owner and the City desire to collaborate together to extend sanitary sewer service from the west of I-65 to the east of I-65 as shown in Exhibit A, attached hereto and made a part hereof, to service Owner's Property (the "Project"); and

**WHEREAS**, the Property Owner and the City each agree to pay fifty percent (50%) of the cost for survey and engineering (collectively, "Design"), easement acquisition, permitting, construction management, inspection and installation/construction of Line 1 as depicted in green in Exhibit A; and

**WHEREAS**, the Property Owner agrees to be responsible for one hundred percent (100%) of the costs for Design, easement acquisition, permitting, construction management, inspection and installation/construction of Line 4 as depicted in red in Exhibit A; and

**WHEREAS**, the City agrees to be responsible for one hundred percent (100%) of the costs for Design, easement acquisition, permitting, construction management, inspection and installation/construction of Lines 2 and 3 as depicted in red in Exhibit A; and

**WHEREAS**, the estimated costs for completion of (i) Line 1 is approximately Eight Hundred Eighty-Three Thousand Seven Hundred Seventy-Five and No/100 Dollars (\$883,775.00), (ii) Line 2 and 3 are approximately Six Hundred Thirty-Five Thousand One Hundred Three and No/100 Dollars (\$635,103.00), and (iii) Line 4 is approximately Eighty-Nine Thousand Seven Hundred Sixty and No/100 Dollars (\$89,760.00), as shown in Exhibit B, attached hereto and made a part hereof.

**NOW, THEREFORE**, in consideration of these premises and the mutual promises contained herein, the City and the Property Owner, 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 City shall be responsible for contract or performing in-house the work associated with the Design, easement acquisition, permitting, construction management, inspection and installation/construction of Line 1, Line 2, Line 3, and Line 4, all as shown in Exhibit A.
3. The Property Owner shall be responsible for fifty percent (50%) of the actual cost associated with the Design, permitting, easement acquisition, construction management, inspection and installation/construction of Line 1 and one hundred percent (100%) of the cost associated with the Design, permitting, easement acquisition, construction management, inspection and installation/construction of Line 4.
4. The City shall be responsible for fifty percent (50%) of the actual cost associated with the Design, permitting, easement acquisition, construction management, inspection and installation/construction of Line 1 and one hundred percent (100%) of the cost associated with the Design, easement acquisition, construction management, inspection and installation/construction of Lines 2 and Line 3.
5. This agreement is contingent on the City obtaining (i) all requisite approvals from all Local, State and Federal Agencies; and (ii) all easements necessary for the construction, installation, maintenance, repair and replacement of the sanitary sewer lines as shown in Exhibit A.
6. With respect to costs associated with (i) the Design of Lines 1 and 4 as set forth on Exhibit B; and (ii) the acquisition of any easements required to install Lines 1 and 4 as set forth on Exhibit B, (collectively, "Preliminary Costs") the Property Owner shall reimburse the City its portion of Preliminary Costs as set forth in Section 3 within 30 days after receipt of copies of paid invoices for all Preliminary Costs, together with copies of all agreements and recorded easements obtained by the City for the location of Lines 1 and 4. The City shall provide the Property Owner with copies of all invoices, agreements and easement acquisition costs (Preliminary Costs) associated with the Project prior to the Property Owner reimbursing the City.
7. Within 14 calendar days after (i) opening construction bids; (ii) providing copies of the bids to Property Owner; and (ii) designating the winning contractor, which shall be the contractor who submitted the lowest reasonable bid, and prior to the City issuing a Notice to Proceed for construction, the Property Owner shall pay its portion, as set forth in Section 3 hereof, of the estimated construction management, inspection and installation/construction costs enumerated on Exhibit B associated with Lines 1 and 4 as adjusted up or down to reflect the winning bid. Thereafter, under no circumstances shall the City execute or agree to any change orders increasing the cost or affecting Lines 1

and 4 without Property Owner's consent, which consent shall not be unreasonably withheld.

8. Within 30 calendar days after the final completion of the construction phase of the Project, the City shall provide documentation, reasonably satisfactory to Property Owner, of final project costs, and the City and Property Owner agree to reconcile funding contributions based on the actual project cost as set forth in Section 3 and based on the accepted bid noted in Section 7 above together with any approved change orders.
9. The City agrees that the sanitary sewer lines and all improvements in connection therewith shall be operated, maintained, and repaired by the City at its sole cost and expense.
10. The City agrees that upon completion of Line 1 and Line 4, Property Owner may, at its sole cost and expense, hook up to Line 4 and the City shall thereafter provide sanitary sewer service to Owner's Property.
11. Property Owner's obligations under this Agreement shall terminate upon the payment by Property Owner of its share of expenses as set forth in Section 3 hereof and the City agrees to execute such documents as required to evidence such termination.
12. There shall be no recovery or offset agreements associated with the construction of this Project.
13. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.
14. 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.
15. This Agreement is subject to the appropriation and availability of City funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate the Agreement upon thirty (30) days written notice to the Property Owner. Said termination shall not be deemed a breach of agreement by the City. Upon such termination, the Property Owner shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
16. 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 \_\_\_\_\_, \_\_\_\_ 2014

CITY OF FRANKLIN, TENNESSEE

ATTEST:

By: \_\_\_\_\_  
Dr. Ken Moore  
Mayor

By: \_\_\_\_\_  
Eric S. Stuckey  
City Administrator

Date: \_\_\_\_\_, 2014

Date: \_\_\_\_\_, 2014

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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**HPT TA PROPERTIES TRUST,**  
a Maryland real estate investment trust

By: \_\_\_\_\_  
\_\_\_\_\_ (Print Name)  
\_\_\_\_\_ (Print Title)

Date: \_\_\_\_\_, 2014

Commonwealth of Massachusetts            )  
  )  
COUNTY OF Middlesex            )

Before me, the undersigned 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 himself to be the \_\_\_\_\_ of HPT TA Properties Trust, a Maryland real estate investment trust, and that he as such \_\_\_\_\_ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the company by himself as \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Approved as to form by:

\_\_\_\_\_  
Kristen L. Corn, Staff Attorney



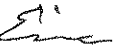
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FRANKLIN  
TENNESSEE

ITEM #13  
WRKS  
05/13/14

## MEMORANDUM

April 30, 2014

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator   
David Parker, City Engineer  
Paul P. Holzen, Director of Engineering  
Ben Worley, ROW Agent

SUBJECT: Consideration of an Agreement (COF Contract No 2014-0051) for Goose Creek Sanitary Sewer Extension from West of I-65 to East of I-65.

### Purpose

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider an agreement to extend sanitary sewer from West of I-65 to East of I-65 in the Goose Creek area.

### Background

Travel Centers of America currently has a failing decentralized waste water treatment facility that is in need of repair and possibly replacement. City staff has been working with the property owner on a draft agreement to help fund this project allowing sanitary sewer to be extended to their facility and the Goose Creek Sanitary Sewer sub-basin. Extending sanitary sewer to this sub-basin will provide sewer to the Williamson County Ag Center and other properties within the sub-basin allowing an opportunity for new development and redevelopment.

City Staff is still working on a plan to make this project financially feasible. This plan will be presented to the Board at a later date with a request to obligate any necessary funding.

### Financial Impact

No Financial impact at this time. This agreement shall be subject to the appropriation and availability of City funds. In the event the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate the Agreement upon thirty (30) days written notice.

### Recommendation

Staff recommends approving of COF Contract No 2014-0051.