

RESOLUTION 12-37

**A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN
OF THE CITY OF SPRING HILL, TENNESSEE, AUTHORIZING AND APPROVING A
CONTRACT WITH TENN. CONTRACTORS, INC., AWARDING CREDIT TO WATER AND
SEWER RESERVE FEES IN EXCHANGE FOR WATER AND SEWER MAIN LINE
CONSTRUCTION ASSOCIATED WITH THE EXTENSION OF COMMONWEALTH DRIVE
FROM MAIN STREET TO THE WILLIAMSON COUNTY LONGVIEW RECREATION CENTER**

WHEREAS, Commonwealth Drive has been completed from Main Street to Wall Street; and

WHEREAS, the City has the desire to see the extension of Commonwealth Drive from Wall Street to the Longview Recreation Center in conformance with the City's Major Thoroughfare Plan; and

WHEREAS, Mr. John Ring, President of Tenn. Contractors, Inc. has verbally agreed to construct Commonwealth Drive from Wall Street to the Longview Recreation Center and install all necessary water and sewer lines in exchange for credit toward future water and sewer reserve fees; and

WHEREAS, the value of the water and sewer installation is approximately \$343,000.00; and

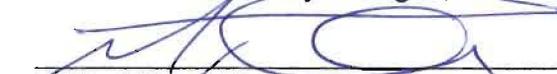
WHEREAS, the Spring Hill Board of Mayor and Aldermen desire to contribute to the growth and economic improvement of the City; and

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen support a plan for this project that is congruent to citizen benefit and internally monitored by staff and audited by the Budget Finance Advisory Committee, and status reported to the Board of Mayor and Aldermen on a monthly basis.

WHEREAS, upon completion, the City of Spring Hill will accept the road without requiring bond or surety provided by any party; with the exception of Tenn. Contractors, Inc. maintaining Commonwealth Drive during the construction of Copperstone Subdivision.

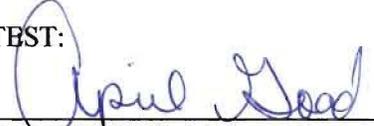
NOW, THEREFORE BE IT RESOLVED, that the Board of Mayor and Aldermen do hereby authorize the Mayor to execute the attached contract with Mr. John Ring allowing \$343,000 in water and sewer reserve fee credit in exchange for the construction of Commonwealth Drive from Main Street to the Longview Recreation Center inclusive of the water and sewer infrastructure improvements; contract attached and made part of this resolution.

Passed and adopted by the Board of Mayor and Aldermen on the 20th day of August, 2012.



Michael Dinwiddie, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Timothy P. Underwood, City Attorney

AGREEMENT

This agreement is made at Spring Hill, Tennessee on the ____ day of June 2011 by and between the City of Spring Hill, Tennessee hereinafter referred to as "City" and Tenn. Contractors, Inc.

In consideration of the mutual promises and covenants hereinafter set forth, the parties mutually agree as follows:

1. Tenn. Contractors, Inc. and other landowners to include Pinnacle National Bank, Fitts Land Partners, LLC and First Farmers and Merchants Bank are in agreement to extend Commonwealth Drive from Main Street to Longview Recreation Center consistent with the City's Major Thoroughfare Plan as shown on the construction plan which has been approved by the City of Spring Hill, Tennessee.

2. It is understood by both parties that Tenn. Contractors, Inc. through entities of Pinnacle National Bank, Fitts Land Partners, LLC and First Farmers and Merchants Bank will complete Commonwealth Drive from Main Street to Longview Recreation Center consistent with road construction standards promulgated by the City and approved by the Spring Hill Planning Commission. Completion will be final asphalt topping and stripping and shall also include the following:

- a. Completion of sewer and water lines. Water lines shall be 232 feet of eight inch (8") PVC water main, 2,555 feet of ten inch (10") PVC water main, 585 feet of twelve inch (12") PVC water main and six (6) fire hydrants. Sewer lines shall consist of twenty-three (23) manholes, 348 feet of eight inch (8")

sewer main, 2,966 feet of sewer main, 826 feet of six inch (6") force main as well as one (1) sewer lift station relocation.

- b. The street will have sidewalks, built in conformity with city rules and regulations, and be curbed and guttered along both sides of a thirty-six (36) foot wide pavement.
- c. Electrical power will be provided via an overhead 3-phase line.
- d. Conduit for AT&T will be installed.
- e. Street signs (30 mph & stop sign) will be installed at side streets connecting to Commonwealth Drive.
- f. Completion of storm drainage along Commonwealth Drive plus a regional detention pond adjacent to Main Street.
- g. Installation of traffic signal for Commonwealth Drive at Main street.
- h. Re-stripping of Main Street for turn lanes onto and out of Commonwealth Drive.
- i. Dedication of sixty (60) feet of right of way to City for Commonwealth Drive, except for the approach to Main Street where additional right of way and lanes will be constructed.
- j. Layout and daily supervision of road construction and other requirements by Stanford & Associates as well as geotechnical monitoring, testing approval and reports to the City during the construction phase.
- k. Preparation and presentation of Final Plat to the City of Spring Hill for dedication and at completion the Commonwealth Drive extension shall be a

public road which shall be the property of the City and maintained by the City.

3. It is anticipated that the cost of the construction of the sewer and water lines is estimated at \$700,000.00.

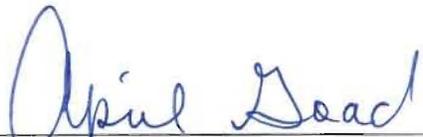
4. In return for the completed construction and dedication of the Commonwealth Drive extension, the City shall grant a credit of \$343,000.00 to Tenn. Contractors, Inc. in future water and sewer tap fees. These credits shall only become effective upon the extension being approved, inspected, and accepted by the City.

The credits shall not be permitted if Tenn. Contractors, Inc. is in default of this agreement. The City may further reduce any credits permitted herein by the amount of municipal funds used to assure the future satisfactory condition of the road extension from improper design, implementation or construction.

5. To exercise the credit, any authorized agent of Tenn. Contractors, Inc. must request the credit in writing from the Codes Director of the City of Spring Hill specifically naming the project for which the credit is given and the amount of the credit requested. Failure to file the written request for credit shall be a basis for denial of that credit.

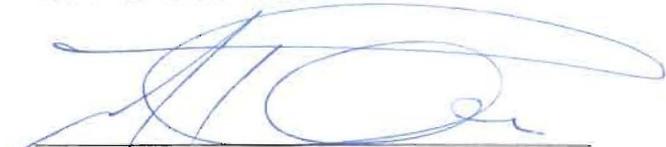
IN WITNESS WHEREOF, the parties have executed this document with advice of counsel and full understanding of all terms, conditions and requirements. Each party is executing this document of their own free will and volition and with appropriate authority.

ATTEST:



City Recorder

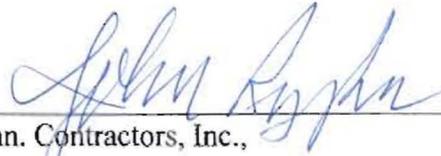
CITY OF SPRING HILL



Michael Dinwiddie, Mayor

Date 10-30-2012

TENN. CONTRACTORS, INC.

A handwritten signature in blue ink, appearing to read "Johnny Ring", written over a horizontal line.

Tenn. Contractors, Inc.,
Johnny Ring

Date 10-30-12