

INTERLOCAL AGREEMENT BETWEEN  
THE WILLIAMSON COUNTY BOARD OF EDUCATION

And

THE CITY OF FRANKLIN, TENNESSEE

For

CERTAIN INFRASTRUCTURE RELATED IMPROVEMENTS  
IN THE BREEZEWAY NEIGHBORHOOD

THIS AGREEMENT is entered into on this the 24<sup>th</sup> day of August, 2010, by and between the Williamson County Board of Education (hereinafter "Board") and the City of Franklin, Tennessee (hereinafter "City") pursuant to the terms of the Interlocal Cooperation Act, codified at T.C.A. § 12-9-101, et. seq.

WITNESSETH:

WHEREAS, the Williamson County Board of Education is a county board of education and governmental entity formed under the laws of Tennessee for the provision of public education in Williamson County, Tennessee; and

WHEREAS, the City of Franklin is a municipal corporation and local governmental entity formed under the laws of Tennessee;

WHEREAS, the Board desires to build an elementary school on certain property it owns in the vicinity of the Breezeway neighborhood, located at 9336 Clovercroft Road, Franklin, Tennessee ("Breezeway School Project"); and

WHEREAS, the City desires to preserve and/or enhance certain infrastructure-related improvements in that neighborhood, including but not limited to, sanitary sewer, traffic signalization, and traffic mitigation which may be impacted by the Breezeway School Project contemplated by the Board, and

WHEREAS, the City has access to certain funding acquired through the Adequate Schools Facilities Tax which it may consider applying to similar infrastructure preservation and improvement in the area in the future; and

WHEREAS, the Board and the City desire to work cooperatively and in conjunction with each other regarding those improvements as part of the Breezeway School Project construction in the Breezeway area.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Board and the City hereby agree as follows:

ARTICLE ONE

Sanitary Sewer

The Board agrees to pay additional monies to the City as part of its tap fees for sanitary sewer access, if warranted as a result of increased anticipated usage by the Breezeway School Project. *Subject to the City's review and approval of the engineer's report,* The Board agrees to submit a report, completed by its licensed engineer, which compares the anticipated usage of the sanitary sewer system prior to any rezoning of the property with the anticipated maximum usage of sanitary sewer once the Breezeway School Project has been completed.

The Board further agrees that it shall pay tap fees for any additional usage capacity which the engineer determines will be needed in the report by the Breezeway School Project, in addition to those tap fees which would be assessed prior to the property being rezoned.

ARTICLE TWO

Traffic Signalization

A. McEwen-Wilson Pike intersection. The Board agrees, at its own expense, to have prepared, by a professional engineer licensed in the state of Tennessee, construction plans and documents and, upon approval of said plans and documents by the City, the Board shall construct and install a span wire signal installation at the McEwen and Wilson Pike intersection. The parties agree that this installation must be completed prior to the Breezeway School Project opening. The City agrees to waive any requirement related to the use of mast arms for such signalization, or any other requirement which would require a different type of signal head installation than span wire from steel strain poles. The Board shall utilize the purchasing procedures it customarily and ordinarily uses for related

construction projects. The City shall inspect the construction of the signalization installation and, upon final inspection and acceptance by the City; the City shall own and maintain the signalization installation.

B. Wilson Pike-Clovercroft intersection. The Board agrees, at its own expense, to have prepared, by a professional engineer licensed in the state of Tennessee, construction plans and documents and, upon approval of said plans and documents by the City, the Board shall construct and install a span wire signal installation at the Wilson Pike and Clovercroft intersection. The parties agree that this installation must be completed prior to the Breezeway School Project opening. The parties recognize that such installation may require approval or cooperation of Williamson County and/or the Williamson County Highway Department and agrees to cooperate if needed to pursue the installation of such signalization with such entities. To the extent that any may apply, the City agrees to waive any requirement related to the use of mast arms for such signalization, or any other requirement which would require a different type of signal head installation than span wire from steel strain poles. The Board shall utilize the purchasing procedures it customarily and ordinarily uses for related construction projects. The City shall inspect the construction of the signalization installation, and upon final inspection and acceptance by the City; the City shall own and maintain the signalization installation.

C. Approvals. The Board and the City agree to jointly pursue and seek any approvals which may be necessary for the installation of the traffic signalization described in this article, including all approvals required by the Tennessee Department of Transportation (TDOT) or the State of Tennessee. If such approvals are not successfully obtained from the State of

Tennessee or any division thereof, the obligations in this Article requiring such approval shall expire and be deemed void as to both Board and City.

ARTICLE THREE

Other Traffic Mitigation

The Board agrees to make available to City the sum of One Million Dollars (\$1,000,000.00) for use at City's discretion as project funding for addressing traffic mitigation priorities identified by City staff and/or as part of the traffic studies conducted as part of the Board's Breezeway School Project in the Breezeway area. Such projects shall be undertaken solely by City utilizing bidding and purchasing procedures customarily and ordinarily used by City for such projects.

The Board shall provide the project funds to the City once City has established its project priorities, bids have been taken and accepted by City, and the cost of any project undertaken by the City as part of this Article identified in a resulting contract. The parties agree and acknowledge that other governmental entities may be required to approve the traffic mitigation projects. Under no circumstances, however, shall any obligation of the Board extend beyond two years from the date of bond issuance for the Breezeway School Project. The parties expressly agree that all monies anticipated to be used by City in this Article must be spent or encumbered by contract prior to two years from the date of such bond issuance.

ARTICLE FOUR

Breezeway Entrance and Landscape Improvements on

Site and Regulating Plan

The Board agrees to include in its plans for the Breezeway School Project currently before the Planning Commission improvements to Breezeway School Project entrance, which

include extension of the left turn lane for eastbound Clovercroft, and may include the installation of a right turn lane for westbound Clovercroft if deemed appropriate by Board and City after consultation with their respective traffic engineers.

The Board agrees to include in its plans for this project currently before the Planning Commission, or leave intact if sufficiently present in those plans, landscaping and buffering in accordance with the Landscape Plan included in the Site Plan submittal dated August 5, 2010.

The Board also agrees to include in its plans for this project currently before the Planning Commission installation of a crosswalk across Clovercroft between the Chardonnay subdivision and the Breezeway school site, as well as sidewalks on the school site.

These improvements are outside of the commitments described in Articles II and III.

#### ARTICLE FIVE

##### Availability of Funds

Any monies provided by Board to City as part of this Agreement shall be made available to City for the period of time that such funds are available to the Board under law. This period of time is recognized by the parties as being a maximum of two years from the date of bond issuance for this project. The parties agree that no monetary obligation of Board shall extend beyond that time frame, and any funds intended for use by City as part of this Agreement shall either be spent or encumbered by contract prior to expiration of that time.

#### ARTICLE SIX

##### Termination of Agreement – Time Limitation

This Agreement is expressly made contingent upon Board commencing construction of the Breezeway School Project, and shall expire and be null and void as to all obligations if construction on the project is not commenced within ninety (90) days from the date of this

Agreement. Commencement of construction shall be defined as the obtaining of a grading permit or the active commencement of grading work being done on the site.

ARTICLE SEVEN

Good Faith

The Board, the City, their agents and employees, agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Director of Schools and the City Administrator, or their designees.

ARTICLE EIGHT

Modification


This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

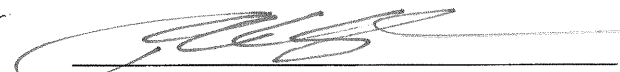
ARTICLE NINE

Non-Assignment

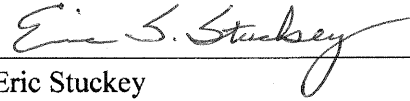
This Agreement, and each and every covenant herein, shall not be capable of assignment without the express written consent of the Board and the City.

IN WITNESS WHEREFORE, the parties have caused this Interlocal Agreement to be signed by their duly authorized officers.

  
Mike Looney  
Director of Schools,  
Williamson County Schools

  
John Schroer  
Mayor, City of Franklin

Attest:

A handwritten signature in cursive script, reading "Eric S. Stuckey", is written over a horizontal line.

Eric Stuckey  
City Administrator, City of Franklin