

RESOLUTION 21-88

A RESOLUTION TO APPROVE AMENDMENT NO. 6 FOR PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN FOR THE BUCKNER LANE WIDENING PROJECT

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen approved the professional services agreement with Kimley-Horn for design services for the Buckner Lane Widening Project (“Project”) with Resolution 19-191; and

WHEREAS, the original agreement for design services included a detailed description of right-of-way services for the north and south segments but did not include associated fees in order for preliminary engineering to advance to accurately understand the extent of the right-of-way and easements necessary; and

WHEREAS, Kimley-Horn has submitted Amendment No. 5 for right-of-way services from Kimley-Horn and its subconsultants for the south segment necessary for the advancement of the Project for a lump sum amount of \$548,000.00, as further described in Exhibit A attached hereto; and

WHEREAS, real estate closing expenses for the closing attorney estimate to be \$22,500.00 will be needed for additional ROW services; and

WHEREAS, a contingency of \$29,500.00 will be budgeted in conjunction with Amendment No. 6 for a lump sum of \$600,000.00 total cost; and

WHEREAS, funding for the amendment would be from budgeted funds in the amount of \$400,000.00 as obligated to the Buckner Lane widening project in the Impact Fees fund (124-43110-919) and \$200,000.00 of prepaid developer fees received from Wilkerson Place development; and

WHEREAS, City staff recommends approval of Amendment No. 6 with Kimley-Horn for right-of-way services for the southern segment of the Buckner Lane Widening Project in the not-to-exceed amount of \$600,000.00.

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve Amendment No. 6 attached hereto with Kimley-Horn for right-of-way services for the southern segment of the Buckner Lane widening project at a not-to-exceed amount of \$600,000.00.
2. Authorize the Mayor to sign the amendment attached hereto.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 21st day of June, 2021.



Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 21-88*

SUBMITTED BY: Missy Stahl, CIP Manager

DATE: June 7, 2021

RE: To approve Amendment No. 6 with Kimley-Horn for right-of-way services for the south segment for the Buckner Lane Widening Project and to authorize the Mayor to sign the amendment

ATTACHMENTS: Amendment No. 6; Wilkerson Place Developer Responsibilities

PURPOSE:

To approve Resolution 21-88 to approve Amendment No. 6 to the Professional Services Agreement with Kimley-Horn for right-of-way services and related expenses for the southern segment of the Buckner Lane widening project and authorize the Mayor to execute the amendment.

BACKGROUND:

The City of Spring Hill currently has a professional services agreement with Kimley-Horn for design services and right-of-way acquisition services for the Buckner Lane widening project, as approved by Resolution 19-191. The Agreement specifically provided that the right-of-way services associated with the south segment would be priced once the design work was underway. The design of the south segment has reached a point that these services are needed

Kimley-Horn has submitted Amendment No. 6 with a proposed not-to-exceed cost of **\$548,000.00** for right-of-way and easement services needed for (45) tracts. In comparison, the north segment right-of-way and easement services was \$459,300.00 for (38) tracts. City staff recommends additional appropriations in the amount of \$22,500.00 for real estate closings costs anticipated during the closing process for each of the parcels impacted by the project and \$29,500.00 for contingency for the south segment services. Total approval amount would be \$600,000.00.

FINANCIAL IMPACT:

Amendment No. 6 would be funded:



- \$400,000.00 currently in the FY 2021 budget in the Impact Fees fund (124-43110-919). These funds have been budgeted to the Buckner Lane widening project but have not been obligated to a specific agreement.
- \$200,000.00 to be added to the budget utilizing prepaid developer fees already received from Wilkerson Place development. These prepaid fees were established by the Board of Mayor and Aldermen when the development was approved. All prepaid fees can be used towards the Buckner Lane widening project expenses, to include right-of-way services. Fees received to date are \$244,000.00.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 21-88 to approve Amendment No. 6 with Kimley-Horn for right-of-way services for the south segment of the Buckner Lane Widening Project and to authorize the Mayor to sign the amendment at a not-to-exceed cost of \$600,000.00.

**AMENDMENT NUMBER 06 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

This is Amendment number 06 dated May 19, 2021 to the agreement between City of Spring Hill ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated October 21, 2019 ("the Agreement") concerning Buckner Lane Widening Project (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services for the Buckner Lane Widening Project – Design Package #2 (South Segment):

Task 1 - Project Management

This task will consist of the following project management activities:

- Project Coordination – coordination with the City during the current bi-weekly project calls to provide updates on the right-of-way acquisition process, impromptu meetings\ calls, and other activities to help the City keep the project stakeholders generally informed of the progress of the project.
- Project Kick-off Meeting – consists of scheduling, setting the agenda, and producing meeting minutes for a single right-of-way acquisition team kick-off meeting.
- Project Administration – administrative and accounting activities related to the management of the right-of-way acquisition process and subconsultants.

Task 13.5 – Acquisition Exhibits and Legal Descriptions

Kimley-Horn, through Ragan-Smith & Associates, will prepare exhibits for up to 45 impacted properties for the required right-of-way and easements on the project. Legal Descriptions will be provided for each property anticipated to require easement or right-of-way acquisition. Permanent right-of-way and permanent drainage easements will be described by meets and bounds. Temporary slope easements and temporary construction easements will be described in a general nature and will include the square footage and acreage of the easement to be acquired.

Task 13.6 – Preliminary Title Reports and Property Owner Coordination

Kimley-Horn, through Lehman & Lehman, will obtain a Preliminary Title Report and Abstract for each subject property. The purpose of the Title Report is to determine the legal owner of a property, and to identify liens, encroachments, and easements that may be held against the property. Based on a review of the properties along the corridor and the current project Preliminary plans, it is estimated that there may be up to 45 properties that will require title reports.

Each property owner will be contacted using the information from the Title Report. Information regarding the acquisition process as well as property owner rights to each owner via certified mail. Included in this mailing will be an invitation to attend a Right-of-Way meeting for the project.

Kimley-Horn will organize, prepare for, and run a Right-of-Way meeting (in person or virtual) for the project. During this meeting, Kimley-Horn will provide an overview of the project and a summary of the overall Right-of-Way acquisition process that will be followed. Kimley-Horn will coordinate with City staff for inclusion in this meeting. Following the meeting, Kimley-Horn will prepare a written summary of the meeting and attendees.

Task 13.7 – Appraisal Services Coordination

Kimley-Horn will coordinate with Randy Button & Associates and Boozer & Company in the execution of the services outlined in sub-tasks 13.8 through 13.9 below. Kimley-Horn will provide the appraisers with the following documentation for their use in performing the services:

- Right-of-Way plans of the overall project
- Exhibits and Legal Description for all required acquisitions (prepared under Task 13.5)
- Title Report for all properties requiring acquisitions (prepared under Task 13.6)
- Available contact information for property owners

Kimley-Horn will coordinate with the appraisers throughout the appraisal process, answering questions related to the project design, acquisition requirements, project schedule, or other relevant items that may impact the appraisal of the properties. Kimley-Horn will provide project mapping and copies of design plans as needed by the appraisers.

Task 13.8 – Property Appraisals

All property owners on the project, regardless of the value or type of acquisition, have a right to an appraisal of their property. The individual property owners may waive their right to an appraisal if the estimated value of the acquisition is less than \$10,000. However, any property acquisition with an estimated value of \$10,000 or greater must go through an appraisal and review appraisal process.

The first step in the appraisal process is the preparation of a Market Data Brochure for the project area. This document details property values and sale amounts for properties located within the project corridor and is intended to serve as a guide for the appraisers as they make their determinations of property values on the subject properties. The brochure will contain:

- A description of the process followed in the development of the brochure
- Sale / Lease / Listing / Cost data for multiple comparable properties in the corridor
- Pertinent Area and Neighborhood Analyses
- Market Data location map(s) with sufficient legible detail to allow for third party readers to locate and inspect all data in the field
- Any other repetitive data to be referenced in individual appraisal reports. (i.e. cost for fencing, landscaping, wells, septic systems, etc.)

Market Data Brochures will be prepared in accordance with the current edition of the TDOT Right-of-Way Division's *Guidelines for Appraisers*.

For properties where the owner requests an appraisal, and for all properties where the acquisition value is anticipated to be more than \$10,000, Kimley-Horn, through Randy Button and Associates, will prepare a property appraisal report for the acquisition. The appraisals will be prepared in accordance with the current edition of the TDOT Right-of-Way Division's *Guidelines for Appraisers*.

Any necessary changes to the appraisals due to plans revisions will be billed at 50% of the original appraisal tract fee as an additional service.

Task 13.9 – Property Review Appraisals

A second "review appraisal" will be prepared by Boozer & Company for all property appraisals performed under Task 13.8. The review appraisals will be prepared in accordance with the current edition of the TDOT Right-of-Way Division's *Guidelines for Appraisers*.

If a property owner elects to waive their right to an appraisal, a Waiver of Appraisal document will be prepared for the project files.

Any revisions to the reviews and/or Form 2 document as a result of plan changes will be billed as

an additional service.

Task 13.10 – Right-of-Way Staking

Kimley-Horn, through Ragan-Smith & Associates, will field locate the right-of-way, permanent drainage easements and construction easement locations for impacted properties, not exceeding 45 tracts. In fully developed or paved areas spray marking will be used to note the locations of proposed acquisitions. Ragan-Smith & Associates will mark the proposed right-of-way, proposed permanent drainage easements, and proposed construction easements only. The "slope limits" or physical limits of the construction will not be marked. Project staking limits will be photographed for documentation purposes.

Task 13.11 – Negotiation and Acquisition

Kimley-Horn, through R&D Enterprises, will notify all affected property owners of their rights in the property acquisition process. R&D Enterprises will negotiate with the property owners and make offers for acquisition as authorized by the City. A Negotiator's Report of Call will be kept for each property affected to provide a written record of commitments made to the property owner during the negotiation phase. R&D Enterprises will prepare the Offer to Acquire. This document will itemize the elements of compensation, state whether relocation is involved, and itemize tenant owned improvements not included in the offer.

It is assumed that there will be no relocations or condemnations required on any of the subject properties, and no effort is included for these activities. Any tasks and effort required for the relocation or condemnation of the subject properties will be performed solely by the City of Spring Hill.

For properties where the acquisition occurs through donation, a donation document outlining the terms of the donation agreement will be prepared. R&D Enterprises will prepare a Deed or Easement document, as appropriate, for each property transaction.

Kimley-Horn will coordinate with the negotiators throughout the negotiating process, answering questions related to the project design, coordinating counter negotiation offers, or other relevant items that may impact the appraisal of the properties.

Kimley-Horn has allotted up to one weeks' worth of time for a 3 person right-of-way design team for revisions to the plans associated with property owner negotiations and requests, as approved by the City.

Task 13.12 – Closing

Kimley-Horn, through Lehman & Lehman, will submit the executed acquisition documents outlined in the tasks above to the City for the City's use in closing and official recording as appropriate. The City will be responsible for any fees associated with filing and recording the documents.

For the services set forth above, Client shall pay Consultant the following compensation:

Task 1 – Project Management	\$17,000
Task 13.5 – Acquisition Exhibits and Legal Descriptions	\$43,000
Task 13.6 – Preliminary Title Reports and Property Owner Coordination	\$73,300
Task 13.7 – Appraisal Services Coordination	\$12,000
Task 13.8 – Property Appraisals	\$168,000
Task 13.9 – Property Review Appraisals	\$87,750
Task 13.10 – Right-of-Way Staking	\$17,000
Task 13.11 – Negotiation and Acquisition	\$91,050
Task 13.12 – Closing	\$38,900
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Total Fee	\$548,000

CLIENT:

CITY OF SPRING HILL

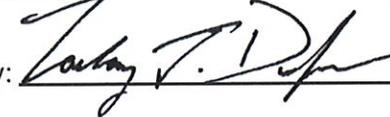
By: 
Jim Hagan

Title: Mayor

Date: June 21, 2021

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

Title: Vice President

Date: May 19, 2021

Developer Responsibilities

Wilkerson Place TND Master Plan
Map 166 Parcel 22
2774 Buckner Lane Spring Hill Tennessee
Development Agreement

- **Right and Left Turn Lanes.** Levi Grantham, LLC (hereinafter referred to as “The Developer”) shall install all required road and intersection improvements to Buckner Lane at the main entrance and along the frontage of Wilkerson Place. The required road and intersection improvements to be constructed on Buckner Lane include left and right turn lanes as well as acceleration and deceleration lanes. All required road and intersection improvements as described above to Buckner Lane shall be completed prior to the issuance of the first Certificate of Occupancy for a residence located in Phase 1.
- **Right-of-Way Dedication.** The Developer shall dedicate to the City of Spring Hill, the required Arterial ROW along the entire frontage of Wilkerson Place for the future widening of Buckner Lane. The required ROW shall be dedicated to the City of Spring Hill as depicted upon the Final Plat for Phase 1 of Wilkerson Place. The final plat shall be recorded as required by the City’s Subdivision Regulations.
- **Additional Contribution.** The Developer shall contribute \$600,000.00 (Six Hundred Thousand Dollars and 00/cents) toward the improvement of Buckner Lane. The City of Spring Hill will receive the contribution upon the recording of each Final Plat in the amount of \$2,000.00 (Two Thousand Dollars and 00/cents) for each lot or residential unit recorded. The funds contributed by the Developer will be used by the City of Spring Hill for road improvements including design, right-of-way acquisition, and construction on Buckner Lane between Duplex Road and Twin Lakes Drive.
- **Walking Trails.** Developer shall construct asphalt walking trails as described and illustrated on the approved Master Plan throughout the project. Walking Trails shall be constructed to the City of Spring Hill standards and shall be completed with each phase of construction based upon plans approved by the City of Spring Hill.
- **Traffic Impact Fees and Adequate Facilities Tax Fees.** The Developer shall pay all required Traffic Impact Fees and Adequate Facilities Tax Fees at the time Building Permits are issued. The Developer further agrees to pay all other required permit fees including those associated with utility services.
- **Developer Agreement.** The Developer shall execute a Development Agreement with the City of Spring Hill that sets forth the agreed upon improvements and financial commitments and obligations and other related terms reflected in this Memorandum of Understanding at the time the Master Plan is approved by the Board of Mayor and Aldermen of the City of Spring Hill. The Development Agreement shall include a

Developer Responsibilities

Wilkerson Place TND Master Plan
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provision that the agreement shall be transferred to future property owners and developers should the property be conveyed or transferred in part or whole to another party.

Levi Grantham, LLC
Terry Rasmussen
Director of Land Development

Date: March 6th, 2018