

**RESOLUTION 22-38**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A REIMBURSEMENT AGREEMENT WITH BUCKNER LANE PARTNERS, LLC FOR TDOT CHANGE ORDER NO. 1 OF THE I-65 INTERCHANGE PROJECT**

**WHEREAS**, the City of Spring Hill Board of Mayor and Aldermen approved a contract between the City of Spring Hill (“City”) and the Tennessee Department of Transportation (“TDOT”) to commit funding in the amount of \$20,139,879 for construction and associated services of the I-65 Interchange at Buckner Road; and

**WHEREAS**, the City has deposited the initial Pay Request of \$17,055,515 in to the LGIP program for TDOT to make payments from, as approved by Resolution 21-33, A Resolution To Approve A Contract With Treasury Department Of The State Of Tennessee Acting Through Tennessee Department Of Transportation To Disburse Design And Construction Funds For The I-65 Interchange At Buckner Road Project; and

**WHEREAS**, the City’s Board of Mayor and Aldermen approved, by Resolution 22-34, Change Order No. 1 of the I-65 Interchange Project in the amount of \$502,228.54, submitted by TDOT for the installation of an underground pedestrian culvert just west of the interchange that will become part of the City’s Greenway and Trails Plan within the June Lake development and maintained by June Lake; and

**WHEREAS**, Buckner Lane Partners, LLC will enter in to a Reimbursement Agreement with the City for full repayment of the total cost associated with the installation of the pedestrian culvert upon payment from the City to TDOT.

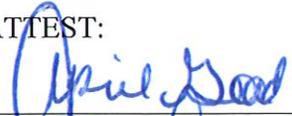
**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve the Reimbursement Agreement between the City of Spring Hill and Buckner Lane Partners, LLC for the installation of an underground pedestrian culvert in the amount of \$502,228.54, attached herein.
2. Authorize the Mayor to sign the Reimbursement Agreement, attached herein.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 7<sup>th</sup> day of March, 2022.**

  
\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patriek Carter, City Attorney



**REQUEST:** Approval of Resolution 22-38

**SUBMITTED BY:** Missy Stahl, CIP Manager

**DATE:** March 7, 2022

**RE:** To approve a Reimbursement Agreement between the City of Spring Hill and Buckner Lane Partners, LLC for Change Order No. 1 with TDOT for the I-65 Interchange Project and authorize the Mayor to sign the Reimbursement Agreement

**ATTACHMENTS:** Reimbursement Agreement

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**PURPOSE:**

Buckner Lane Partners, LLC will be financially responsible Change Order No. 1 for an underground pedestrian culvert for the I-65 Interchange at Buckner Road project and will enter in to a Reimbursement Agreement with the City for repayment of the installation cost.

**BACKGROUND:**

The City of Spring Hill is currently in a BUILD grant contract with TDOT to assist with the construction of the new I65 Interchange and the two LIC roads that extend to Buckner Lane and Lewisburg Pike. The BOMA approved Change Order No. 1 by Resolution 22-34 in the amount of \$502,228.54 for an underground pedestrian culvert located with the interchange section of the project.

As this pedestrian culvert will become part of June Lake's greenway throughout their property on the west side of I-65, Buckner Lane Partners, LLC will execute a reimbursement agreement with the City for the total cost of the installation of the culvert. Payment from Buckner Lane Partners, LLC will due upon request from the City once the City is required to pay TDOT for the change order.

**FINANCIAL IMPACT:**

The City is required to pay TDOT initially and will be paid from the contingency of \$4,000,000 as established by Resolution 21-33, expensed from the Capital Projects Fund (311-43130-917), with full reimbursement by Buckner Lane Partners, LLC.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 22-38 to authorize the Mayor to sign the Reimbursement Agreement with Buckner Lane Partners, LLC for Change Order No. 1 of the I-65 Interchange Project.

**REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF SPRING HILL, TN  
AND BUCKNER LANE PARTNERS, LLC**

THIS AGREEMENT, entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Buckner Lane Partners, LLC, referred to as the “Developer” and the CITY OF SPRING HILL, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee, hereinafter referred to as “City”.

**WITNESSETH:**

**WHEREAS**, the City of Spring Hill has entered in to an agreement with the Tennessee Department of Transportation (“TDOT”) to jointly construct a new I-65 Interchange at Buckner Road; and

**WHEREAS**, Buckner Lane Partners, LLC is developing the property to the west of I-65 to be named June Lake; and

**WHEREAS**, the Developer desires to install an underground pedestrian culvert near the interchange as part of the June Lake greenway; and

**WHEREAS**, TDOT has agreed to construct the culvert during construction of the interchange and connecting roads for convenience of equipment mobility, labor and design; and

**WHEREAS**, TDOT has submitted Change Order No. 1 for the culvert construction to the City in the amount of \$502,228.54; and

**WHEREAS**, the Developer has agreed to repay the City for Change Order No. 1 in the amount of \$502,228.54.

**NOW, THEREFORE**, in consideration of the mutual covenants and assurances set forth herein, the Developer and City do hereby agree as follows:

**1. Recitals**

The foregoing Recitals are incorporated into this Agreement and are made a part hereof.

**2. Scope of Work/Cost Estimate**

The City shall approve the TDOT Change Order No. 1 to install a 12' x 9' underground pedestrian culvert just west of I-65 Interchange. The greenway shall be part of the June Lake greenway system located with the June Lake Development. The Change Order has been submitted in the amount of \$502,228.54.

**3. Reimbursement Due to the City from the Developer**

In consideration of the City’s up-front payment of Change Order No. 1, the Developer will be required to reimburse the City for the full cost. The City will generate an invoice to the Developer upon payment by the City to TDOT. Payment will be due within thirty (30) days from date of invoice and payable to the City of Spring Hill, TN.

**4. Agents for City and Developer**

The agent of the City for the purposes of this Agreement is the City Administrator of Spring Hill, Tennessee, or her designee. The agent for the Developer is the Chairman of the Board of Directors, Buckner Lane Partners, LLC.

**5. Further Assurances**

The Parties each hereby agree to execute and deliver all of the agreements and documents required to be executed and delivered by them in this Agreement and the instruments attached hereto, and to execute and deliver such additional instruments and documents and to take such additional actions as may be reasonably required from time to time in order to effectuate the transactions contemplated by this Agreement and the instruments attached hereto.

**6. Notices and Communication**

All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

Office of City Administrator of Spring Hill, Tn.  
ATTN: Pamela S. Caskie  
199 Town Center Parkway  
Spring Hill, TN 37174

The mailing address of the Developer for the purposes of notification requirements of this Agreement shall be:

Buckner Lane Partners, LLC  
ATTN: Don Alexander, Sr.  
6012 Pelican Way  
College Grove, TN 37046

**7. Non-Waiver**

None of the terms, covenants or conditions of this Agreement shall be deemed waived by any act of either Party unless same is specified in writing executed by all Parties hereto.

**8. Liability**

The City shall have no liability except as specifically provided in this Agreement.

**9. Governing Law**

This Agreement shall be construed under and enforced pursuant to the laws of the State of Tennessee.

**10. Venue and Jurisdiction**

Exclusive venue and jurisdiction for any litigation brought pursuant to or with regard to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

**11. Severance**

Should any provision of this Agreement be declared invalid, illegal or unenforceable by a court of competent jurisdiction, the invalidity, illegality or unenforceability shall not affect other provisions of this Agreement, which shall remain in full force and effect.

**12. Captions**

Captions of the sections of this Agreement are for convenience and reference only and shall in no way be held to explain, modify, amplify or aid in the interpretations, construction, or meaning of the provisions of this Agreement

**13. Amendment**

This Agreement shall be amended only in writing executed by all Parties hereto.

**14. Assignment**

This Agreement shall not be assigned by the Developer to a third party without prior written consent of the City, which shall not be unreasonably withheld.

**16. Binding Effect**

This Agreement shall be binding upon each of the parties hereto, their successors, heirs and assigns and that there are no understandings or agreements between them except as contained in this Agreement.

**17. Entire Agreement**

This writing constitutes the entire agreement between the Parties and supersedes all previous agreements, if any. No Party to this Agreement makes any representation to the other Party, except as expressly set forth in this Agreement.

**18. Execution**

This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

Approved by the City of Spring Hill Board of Mayor and Alderman on \_\_\_\_\_,  
2022.

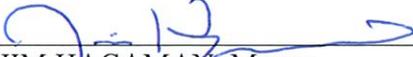
SO AGREED by the undersigned parties as of the date first given.

DEVELOPERS

BUCKNER LANE PARTNERS, LLC

By: \_\_\_\_\_  
DON ALEXANDER, SR., Chairman

CITY OF SPRING HILL, TENNESSEE

By:  \_\_\_\_\_  
JIM HAGAMAN, Mayor