



HISTORIC  
FRANKLIN  
TENNESSEE

# MEMORANDUM

December 3, 2009

TO: Board of Mayor and Aldermen

FROM: Eric J. Gardner, P.E., Director of Engineering  
Eric S. Stuckey, City Administrator  
David Parker, City Engineer

SUBJECT: Road Impact Fee Offset Agreement with Southern Land Company, LLC

**Purpose**

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with the information necessary to render a decision as to the approval for the proposed Road Impact Fee Offset Agreement with Southern Land Company, LLC.

**Background**

Staff has received and reviewed the road impact fee offset request submitted by Mr. Cliff Smith of Southern Land Company, LLC for the design and construction of a turn lane into the Westhaven Subdivision on S.R. 96 West at Front Street (see attached request letter with eligible costs break down). S.R. 96 West is classified as an arterial street in the City’s Major Thoroughfare Plan and is, therefore, eligible for offsets as established by the revised Road Impact Fee Ordinance (Ordinance 1037) effective July 1, 2005.

The eligible costs for this requested road impact fee offset are:

Turn Lane on S.R. 96 West at Front Street \$ 390,080.93

The applicable Road Impact Fee Offset is based on Title 16, Section 417, Paragraph 7 of the Franklin Municipal Code, which states: “In no event may the city apply an offset which is greater than the applicable impact fee.”

**Financial Impact**

Design	\$ 7,000.00
Construction	\$ 383,080.93
TOTAL	\$ 390,080.93

**Recommendation**

Staff recommends the approval of the Road Impact Fee Offset Agreement with Westhaven as presented.



# ROAD IMPACT FEE OFFSET AGREEMENT

**COF Contract No.: 2009-0095**

This Agreement between the **City of Franklin, Tennessee** ("City") and **Southern and Company, LLC** ("Developer"), entered into on this the **12<sup>th</sup> day of January 2010**, pursuant to Section 16-417 of the Franklin Municipal Code.

**WHEREAS**, the Developer has submitted to the Franklin Municipal Planning Commission for approval development plats and plans for Westhaven PUD Subdivision; and

**WHEREAS**, the City through its Planning Commission as a condition of concept plan and/or final plat approval(s) for the Developer or its predecessors in interest, required the dedication and construction of certain non-site related road improvements, and which are described more fully below and said improvements having now been constructed according to City standards and/or the Developer having produced to the City reliable estimates of the cost of the said road improvements; and

**WHEREAS**, the Developer has made application to offset a portion of the costs of design and construction of these improvements against any impact fees due, and the amount of such eligible costs, and potential offset, was determined by the City Engineering Department, with concurrence of the City Engineer and the City Attorney on December 3, 2009, to be \$390,080.93.

**NOW, THEREFORE**, the City and the Developer, 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 Developer has submitted reliable information related to the costs of design and construction of the following improvements and works:  
Turn Lane on S.R. 96 West at Front Street
3. The total eligible costs of dedicating the rights-of-way for the above improvements are **\$390,080.93 (three hundred ninety thousand eighty dollars and ninety-three cents)** and the total offset to be applied to impact fees due the City is an identical amount.
4. This offset shall be applied to the total impact fees due in a development project, prior to issuance of the building permit to the Developer or its successors in interest. Any impact fees already paid shall be reimbursed within thirty (30) days. Pursuant to the ordinance, the eligible offset may not exceed the total of impact fees due for the Developer's development project. Section 16-417 (7).

As approved by the Franklin Board of Mayor and Aldermen on January 12, 2010.

**WITNESS** our hands on this the \_\_\_\_ day of January, 2010.

**CITY OF FRANKLIN, TENNESSEE**



\_\_\_\_\_  
**Notary Public**  
**My Commission expires:**

**STATE OF TENNESSEE**                    )  
  )**ss:**  
**COUNTY OF WILLIAMSON**            )

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 Crescent Resources and that as such \_\_\_\_\_ being authorized so to do, executed the foregoing instrument for the purposes therein contained.

**WITNESS**, my hand and seal on this the \_\_\_\_ day of January, 2010.

\_\_\_\_\_  
**Notary Public**  
**My Commission expires**

DRAFT

