

**RESOLUTION 2024-75**

**A RESOLUTION TO RECONCILE AND CLOSE-OUT A 2006 SANITARY SEWER  
INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF FRANKLIN AND THE  
BERRY FARM RURAL PLAINS PARTNERSHIP**

**WHEREAS**, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations, standards, and processes that guide the design and construction of essential infrastructure within the City; and

**WHEREAS**, the Franklin Municipal Planning Commission and Board of Mayor and Aldermen, with input from staff, subject matter experts, and development professionals, often discuss partnerships that achieve cost savings, efficiencies, and mutual benefit for the parties and City of Franklin citizens relating to the funding and installation of essential infrastructure; and

**WHEREAS**, to ensure construction activity progresses in a workmanlike manner, the Board of Mayor and Aldermen is authorized to require development and construction performance assurances to insure approved and accepted public and private property and infrastructure are not damaged during the construction activity and to assess reasonable fees to off-set the cost associated with monitoring development activity within the corporate limits of the City; and

**WHEREAS**, in 2006 the Franklin Board of Mayor and Aldermen approved a Sanitary Sewer Agreement with the Berry Farms Rural Plains Partnership that was executed on May 23, 2007, and facilitated the installation and completion of sanitary sewer infrastructure in the Goose Creek area, a true and accurate copy of which is attached hereto; and

**WHEREAS**, this agreement called for the Rural Plains Partnership to advance the city \$1.2 million dollars toward these improvements in return for 600 Single-Family Unit Equivalents (SFUEs) in credits to be used for buildings constructed within the Rural Plains Tract; and

**WHEREAS**, per the agreement, each SFUE was valued at \$2,000/SFUE, and the Rural Plains Partnership and City staff have agreed that it is in the best interest of both parties to reconcile this legacy agreement since the value of an SFUE is greater today than when this agreement was originally approved in 2006; and

**WHEREAS**, there are 74 SFUE credits outstanding, valued at \$148,000.

**WHEREAS**, the Board of Mayor and Aldermen believe it is in the best interest of the City of Franklin to return 74 SFUE's through payment from the City to the partnership at a value of \$148,000 total.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:** the City of Franklin shall forward a check to the Rural Plains Partnership in the amount of \$148,000 and officially reconcile and close-out this agreement.

IT IS SO RESOLVED AND DONE on this 13<sup>th</sup> day of August, 2024



ATTEST: 010

By: Cayce Anderson

CAYCE ANDERSON  
DEPUTY CITY RECORDER

CITY OF FRANKLIN, TENNESSEE:

By: Dr. Ken Moore

Dr. Ken Moore  
Mayor

Approved as to Form:

By: William E. Squires

William E. Squires  
Assistant City Attorney

**AGREEMENT FOR REIMBURSEMENT OF  
CONTRIBUTIONS FOR OFF-SITE SEWER IMPROVEMENTS**

**THIS AGREEMENT** is entered into by and between the **City of Franklin, Tennessee** ("City") and **Rural Plains Partnership**, a Tennessee general partnership ("Developer"), subject to the following premises, terms and conditions:

**WHEREAS**, the Franklin Board of Mayor and Aldermen have approved the annexation of those tracts of land set forth on Exhibit A attached hereto (the "Served Property"); and

**WHEREAS**, Developer will develop improvements on the Served Property in the future; and

**WHEREAS**, the Board of Mayor and Alderman have approved the construction by the City of certain sewer improvements and the acquisition of certain easements that will extend the City's sewer service to the area known as the South Basin, which will include service to the Served Property, as set forth on that plan described as Goose Creek Area Sewer Study as prepared by Smith Seckman Reid, Inc (SSR) dated May 19, 2005 (the "Sewer Improvements"); and

**WHEREAS**, the City has required the Developer to pay part of the cost of constructing the Sewer Improvements, which improvements will become part of the Franklin Sewer System and will be available for the use and benefit not only of businesses and residents located on the Served Property, but of other future customers of the Franklin Sewer system; and

**WHEREAS**, Developer has been required to contribute \$1,200,000.00 to the cost of the construction of the Sewer Improvements, which costs represent prepaid Access Fees for 600 Single Family Unit ("SFU") equivalents; and

**WHEREAS**, the Developer is therefore entitled pursuant to Section 18-208 of the Franklin Municipal Code to be credited for prepaid Access Fees for the amounts contributed amount as described herein.

**NOW THEREFORE, WITNESSETH:**

1. The foregoing recitals are incorporated herein by reference.
2. The Developer and the City agree that the Developer shall contribute the amount of \$1,200,000.00 as prepayment for Access Fee charges for 600 SFU's, such contribution to be placed in an interest-bearing escrow account upon award by the City of the bid for construction of the Sewer Improvements and to be used by the City in construction of the Sewer Improvements. At Developer's election, Developer may provide a letter of credit in favor of the City, in form and substance satisfactory to City, in such amount instead of providing a cash deposit.
3. The Developer and the City agree that as reimbursement for the contributions described herein, the Developer is hereby granted capacity entitlements for City sewer service equal to 600 SFU equivalents and shall be granted credit for future Access Fees equal to 600 SFU equivalents, subject to the provisions of Section 8. The number of SFU equivalents for which Developer shall receive credit shall not be affected by future increases in the Access Fee for SFU equivalents.
4. The City agrees that, upon execution of this Agreement and until such time as all SFU's to be credited hereunder have been credited, it will set up an accounting system to keep a separate record of all sanitary sewer line Access Fee credits used by Developer or its assignees. These records shall be kept in the office of the City Administrator/Recorder, or such other place as may be designated by the City Board and shall be open to the public and Developer for inspection during business hours and with

reasonable prior notice. Upon the concurrence of the City and Developer that the credits granted hereunder have been fully used by Developer, the City shall be relieved of the obligations provided in this Section 4.

5. The City agrees that the SFU credits provided to Developer hereunder shall be assignable by Developer to any assignee of Developer but only to the extent that the credits shall be applied against Access Fees for improvements in the recovery area set forth on the map attached hereto as Exhibit B (the "Recovery Area"). Developer agrees to provide the City with written notice of any such assignment within the Recovery Area.

6. Notwithstanding the foregoing, in the event construction of the Sewer Improvements has not begun within one (1) year from the date of this Agreement, the City shall return all amounts paid hereunder to Developer (or release any letter of credit) and this Agreement shall be null and void. Further, in the event that the Sewer Improvements (or so much of the Sewer Improvements as is necessary to provide sewer service to the Served Property) are not constructed and operational by the later of June 1, 2007 or the date that residential or commercial facilities within the Served Property are constructed and ready for sewer service, the City will provide sewer service to such facilities within the Development by "pump and haul" or other alternative means. Fees for such alternative services shall be paid according to the City's schedule of fees for normal sewer service. The City agrees that the provision of sewer service by such alternative means shall not be a bar to the approval of a plat or site plan by the Franklin Municipal Planning Commission or the issuance of certificates of occupancy for improvements served thereby. The City acknowledges and agrees that Developer may start construction of its improvements on the Served Property prior to the completion of the Sewer Improvements in reliance upon

the provisions of this Agreement, subject to normal plat and site plan approval requirements of the Franklin Municipal Planning Commission.

7. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their representatives, successors and assigns and that there are no understandings or agreements between them except as contained in this instrument.

8. The parties agree that, except as recited in this Agreement, Developer has no further right of reimbursement with respect to the Sewer Improvements and Developer expressly releases the City from any further claim therefor. Developer further acknowledges and agrees that the reimbursement rights provided herein do not constitute a debt of the City but only a right of credit for Access Fees prepaid by Developer.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**DEVELOPER:**

**RURAL PLAINS PARTNERSHIP, a  
Tennessee general partnership**

By: **BNB-WCO INVESTORS, LLC, its  
general partner**

By: Phil Fawcett

Print Name: PHIL FAWCETT

Title: MANAGER

Date: 5/22/07

STATE OF TENNESSEE )  
COUNT OF Williamson ) SS:

Before me, Virginia Harlan, a Notary Public of said County and State, personally appeared before me, Phil Fawcett, 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 Manager of BNB-WCO Investors, LLC, the General Partner of RURAL PLAINS PARTNERSHIP, the within named bargainor, a general partnership, and that he as such Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership in its capacity as general partner of the general partnership, and on its behalf, by himself as Manager of the limited liability company.

Witness my hand and seal, at Office in Brentwood, Tennessee, this 22nd day of May, 2007.



Virginia Harlan  
Notary Public  
My Commission Expires: May 23, 2009

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: *James R. Johnson*  
JAMES R. JOHNSON  
City Administrator

By: *Thomas R. Miller*  
THOMAS R. MILLER  
Mayor

AS APPROVED BY THE FRANKLIN BOARD OF MAYOR AND ALDERMEN ON  
January 10, 2006.

STATE OF TENNESSEE                    )  
  )ss:  
COUNTY OF WILLIAMSON            )

Personally appeared before me, **James R. Johnson** and **Thomas R. Miller**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, after being first duly sworn, acknowledged themselves to be the City Administrator and Mayor, of the City of Franklin, Tennessee respectively, and that as such City Administrator and Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at Office in Franklin, Tennessee, this 23<sup>rd</sup> day of May, 2007.



*Krissy McNeely*  
Notary Public  
My Commission Expires: 4/12/10



**EXHIBIT A  
DESCRIPTION OF SERVED PROPERTY**



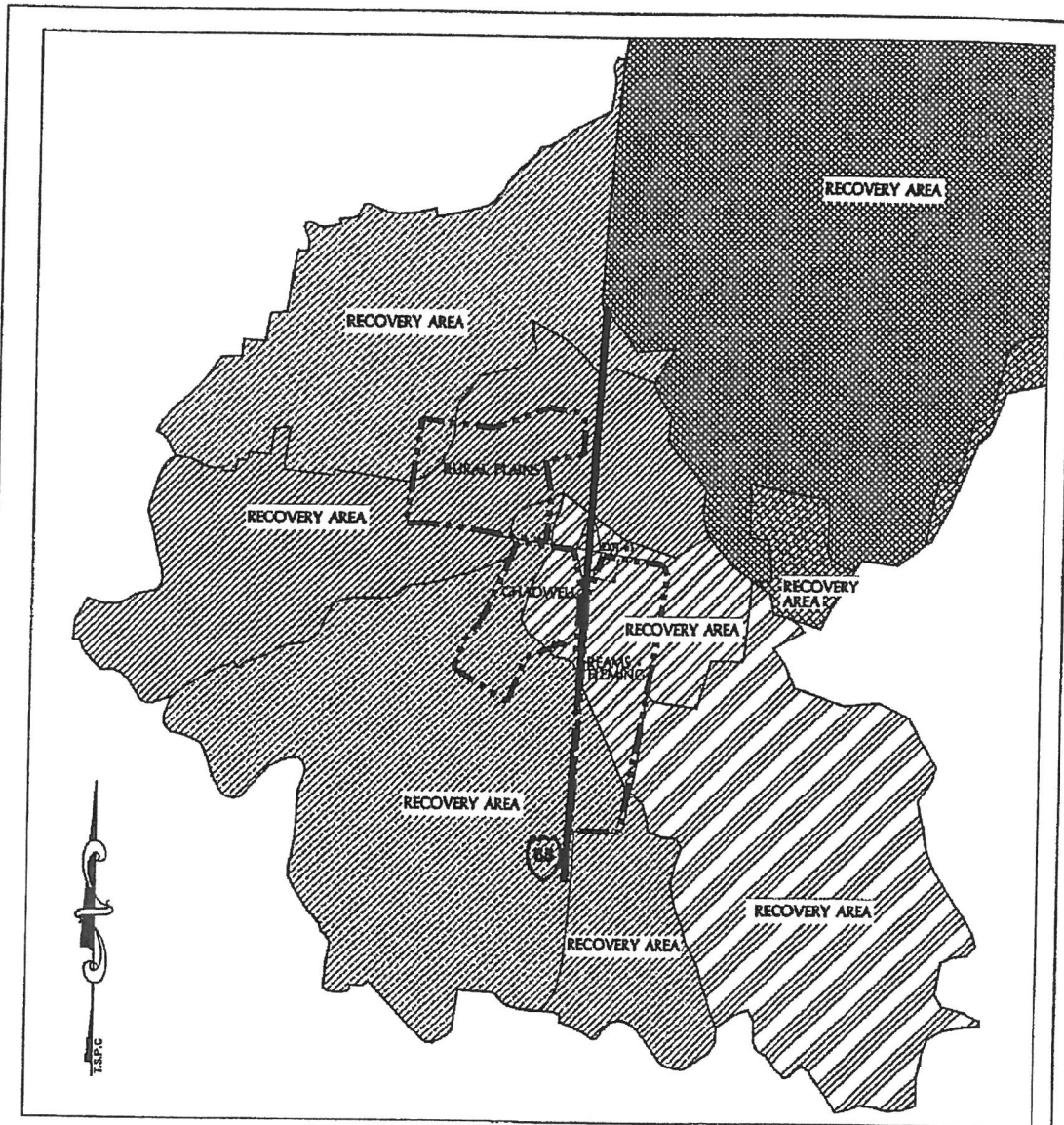
**Exhibit A - Served Property for Berry Farms**


**BERRY FARMS TRACTS**

  
**LITTLEJOHN ENGINEERING ASSOCIATES, INC.**  
 ENGINEERING · PLANNING · LANDSCAPE ARCHITECTURE · LAND SURVEYING  
 1935 Twenty-First Avenue South Nashville, Tennessee 37212 Phone 615-385-4144

|                     |          |
|---------------------|----------|
| Scale:              | Date:    |
| None                | 11-22-06 |
| LEA Project Number: |          |
| 20177               |          |

**EXHIBIT B  
RECOVERY AREA**



|  |  |                                    |          |
|--|--|------------------------------------|----------|
| <b>Exhibit B - Recovery Area for Berry Farms</b>   |  | <b>BERRY FARMS TRACTS</b>          |          |
| <br><b>LITTLEJOHN ENGINEERING ASSOCIATES, INC.</b><br>ENGINEERING · PLANNING · LANDSCAPE ARCHITECTURE · LAND SURVEYING<br>1935 Twenty-First Avenue South, Nashville, Tennessee 37212 Phone 615-385-4144 |  | Scale:                             | Date:    |
|  |  | None                               | 11-22-06 |
|  |  | LEA Project Number<br><b>20177</b> |          |