

ORDINANCE 2007-19

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND THE CITY OF FRANKLIN, TENNESSEE TO ADJUST A CONTIGUOUS BOUNDARY SEPARATING THE TWO CITIES IN THE AREA SOUTH OF SPLIT LOG ROAD

WHEREAS, *Tennessee Code Annotated*, Section 6-51-302 allows municipalities to adjust their contiguous boundaries by agreement in certain circumstances; and

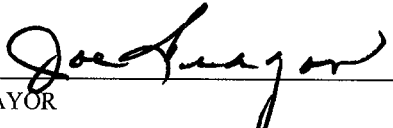
WHEREAS, the Cities of Brentwood and Franklin desire to adjust their boundaries southward so that the contiguous boundary will lie north of the right-of-way line for a section of the proposed McEwen Drive extension, and areas which naturally drain into Brentwood will lie within the Brentwood corporate limits.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

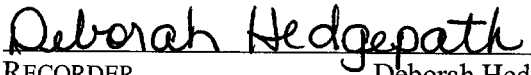
SECTION 1. That the Mayor be and he is hereby authorized to execute an agreement by and between the City of Brentwood and the City of Franklin, Tennessee to adjust a contiguous boundary separating the two cities in the area south of Split Log Road, a copy of said agreement being attached hereto by reference.

SECTION 2. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	<u>6/25/07</u>	PLANNING COMMISSION	<u>7/2/07</u>
	2nd reading	<u>7/9/07</u>	NOTICE OF PASSAGE	
			Notice published in:	<u>n/a</u>
PUBLIC HEARING			Date of publication:	
Notice published in:		<u>n/a</u>		
Date of publication:				
Date of hearing:			EFFECTIVE DATE	<u>7/10/07</u>

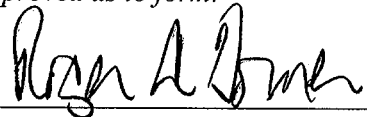


MAYOR Joe Reagan



RECORDER Deborah Hedgepath

Approved as to form:



CITY ATTORNEY Roger A. Horner

Begin Construction

End Construction

WILSON PIKE

SPLIT LOG ROAD

JSP
Properties
5.1 AC

England
Property
15.06 AC

Drees /
Morgan
Tract
209.1 AC

Tracts in Franklin

Proposed McEwen Drive Extension

JSP
Properties
(S)
77.3 ACc

New Franklin-
Brentwood
Boundary

Breezeway
140.93 AC

EXHIBIT A

FRANKLIN COUNTY
The map is prepared by the County of Franklin, KY.
Department of Planning and Development. It is not intended to be used for any other purpose.
without the express written consent of the County of Franklin, KY.
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**AGREEMENT CONCERNING ADJUSTMENT OF BOUNDARIES
OF FRANKLIN AND BRENTWOOD
SOUTH OF SPLIT LOG ROAD AND
NORTH OF THE PROPOSED McEWEN DRIVE EXTENSION**

This Agreement is entered into by and between the City of Franklin ("Franklin") and the City of Brentwood ("Brentwood") pursuant to T.C.A. § 6-51-302, for the purpose of adjusting a contiguous boundary.

WHEREAS, the corporate limits of Franklin currently include certain properties (hereinafter, the "Properties") located south of Split Log Road and north of the proposed extension of McEwen Drive, and identified as:

1. The Drees/Morgan tract (209.1± acres);
2. The England property (15.06± acres);
3. JSP Properties (5.1± acres); and
4. JSP Properties (142.2± acres)

on Exhibit A, which is attached hereto; and

WHEREAS, drainage from the Properties naturally flows into Brentwood; and

WHEREAS, given the location of the Properties within Brentwood's drainage basin, they would be more logically located within the corporate limits and sewer service area of Brentwood; and

WHEREAS, the southernmost boundary of the area encompassed by the Properties will lie along the northern right-of-way for the proposed McEwen Drive extension to be constructed by Franklin; and

WHEREAS, the extension of McEwen Drive is included in the long range, comprehensive transportation plans for both Franklin and Brentwood; and

WHEREAS, the parties agree that the contiguous boundary between Franklin and Brentwood should be adjusted in recognition of the natural drainage patterns existent in the Properties, and to conform the boundary to the proposed right-of-way line for McEwen Drive along the Properties.

NOW THEREFORE, in light of the foregoing recitals, which are incorporated herein by reference, Franklin and Brentwood agree as follows:

1. From October 24, 2007 and thereafter, the northern boundary line of Franklin and the southern boundary line of Brentwood shall be as depicted on Exhibit A hereto, which is made a part of this Agreement by reference.
2. Upon approval of this Agreement by Franklin and Brentwood, Franklin will fund an alignment study to set the centerline and the northern right-of-way boundary for the McEwen Drive extension, to be commenced by August 31, 2007, so that the boundary separating Brentwood and Franklin may be adequately described. The parties agree that their mutual boundary line will be adjusted as needed to accommodate right-of-way shifts associated with the final alignment and design of McEwen Drive, so that the limits of Brentwood extend to the McEwen Drive northern right-of-way boundary (except for the area identified as "Tracts in Franklin"), as indicated on Exhibit A.
3. Following the boundary line adjustment as contemplated herein, Brentwood will make public sewer available to the Properties in accordance with Brentwood policies in place at the time of connection.
4. Brentwood will allow access from the Drees/Morgan tract (as shown on Exhibit A) to Split Log Road at the north (at points to be approved by Brentwood) and McEwen

Drive to the south, once McEwen Drive is extended, provided that the access to Split Log Road will be contingent upon:

- a. dedication of right-of-way and easements by the developer of the Drees/Morgan tract for the Split Log Road improvements at no cost to Brentwood.
 - b. receipt of funding from the developer of the Drees/Morgan tract for the costs to be incurred by Brentwood for property acquisition, design and construction for the Split Log Road improvements abutting the Drees/Morgan tract and the two tracts directly west of the Morgan property, such funding to be received within 30 days of the approval of an OSRD plan for the Morgan property by Brentwood. It is also understood that Brentwood will not move forward with expanded improvements to Split Log Road until receipt of this funding from the developer.
5. Following approval of an alignment study, Brentwood will coordinate with Franklin on the design of the McEwen Drive extension from Wilson Pike to the Taramore subdivision in Brentwood to ensure proper alignment and consistency in roadway design. Franklin will initiate initial design of the improvements by October 1, 2007 and complete the project for public use no later than December 31, 2012. Franklin will allow access to McEwen Drive from the Drees/Morgan tract and the larger JSP Properties tract, as identified on Exhibit A.
6. The cost to be incurred by Franklin for the alignment study, design, engineering and construction of the McEwen Drive extension from Wilson Pike to the Taramore

subdivision in Brentwood will be prorated on the basis of total acreage of the area (hereinafter "Contributing Properties") consisting of:

- a. the Drees/Morgan tract;
- b. the larger JSP Properties tract north of the McEwen Drive extension;
- c. the Breezeway subdivision;
- d. the JSP Properties tract south of the McEwen Drive extension; and
- e. the five (5) parcels contiguous to McEwen and Wilson Pike, identified on Exhibit A as "Tracts in Franklin;"

all as shown on Exhibit A. The England property and the smaller JSP Properties tract (5.1± acres) directly south of Split Log Road shall not be included in the Contributing Properties unless such properties are combined into a development plan with the Drees/Morgan tract or the larger JSP Properties tract.

(By way of example, if the Drees/Morgan tract consists of 200 acres and if the total acreage of the Contributing Properties is 600 acres, then the Drees/Morgan property would be responsible for 200 acres/600 acres (or 33.33%) of the total cost of the McEwen Drive extension.)

Brentwood will require developers to pay Franklin for their percentage of McEwen Drive as a condition of approval of the Contributing Properties located in Brentwood.

7. Where right-of-way is needed outside of dedication in new developments, each city will acquire the right-of-way within their city limits by negotiation or eminent domain, if necessary.

8. Upon approval of this Agreement by both cities, the parties will enter into an Agreed Final Order in Franklin's lawsuit against Brentwood, and Franklin will raise no further objection to Brentwood's acquisition of right-of-way and easements for improvements to Split Log Road as proposed by the current project that is the subject of the lawsuit. This Agreement, once adopted by both governing bodies, will be attached to and become a part of the Agreed Final Order by reference.
9. In the event the boundary line adjustment is not consummated as contemplated herein for any reason, then this Agreement shall be null and void.

This Agreement shall become binding upon the parties hereto only upon approval by each party's governing body.

CITY OF FRANKLIN

By: 
Mayor

Witness: 

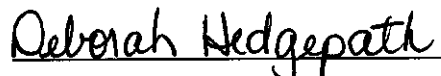
Date: 9/11/07

Approved as to Form:


City Attorney


CITY OF BRENTWOOD

By: 
Mayor

Witness: 

Date: 7/9/07

Approved as to Form:



City Attorney