

**RESOLUTION 23-85**

**A RESOLUTION TO APPROVE THE ACCEPTANCE OF A FEE IN LIEU FROM GREAT WHITE EXPRESS CAR WASH FOR THE CONSTRUCTION OF THE ROADWAY STRIPING ON BELSHIRE WAY AND BELSHIRE VILLAGE DRIVE.**

**WHEREAS**, the City of Spring Hill reviewed and approved FPL 864-2020 on December 14, 2020, for the site layout and construction of a Great White Express Car Wash located off of Belshire Way.

**WHEREAS**, James and Debbie Whitlock (developer) is the entity responsible for the construction of Great White Express Car Wash and will do so in accordance with the Spring Hill Unified Development Code and as approved by the Planning Commission; and

**WHEREAS**, the developer and public Works has requested the developer to pay a fee in lieu of the cost to construct the roadway striping on Belshire Way and Belshire Village Drive due to the Belshire Way paving project; and

**WHEREAS**, the developer has prepared a cost estimate of the roadway striping to be \$9,984.00.

**WHEREAS**, the acceptance of the fee in lieu will resolve the outstanding conditions of approval of FPL 864-2020; and

**WHEREAS**, the following documents have been attached to this resolution:

1. Estimate
2. Planning Commission Approval Letter for FPL 864-2020
3. Summary of the Traffic Impact Study Conditions
4. Developer Agreement

**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Planning Commission

1. Approve the Development Agreement between the City of Spring Hill and Great White Express Car Wash for a fee in lieu of the construction cost of the roadway striping on Belshire Way and Belshire Village Drive.
2. The fee in lieu will be \$9,984.00.

Passed and adopted this 15<sup>th</sup> day of April, 2024.

  
Jim Hagaman, Mayor

**ATTEST:**

  
April Goad, City Recorder

**LEGAL FORM APPROVED:**

  
Patrick Carter, City Attorney



December 28, 2020

James Whitlock  
Attn: Jim & Debbie Whitlock  
5016 Spedale Ct #211  
Spring Hill, TN 37174

RE: **STP 864-2020** (Great White Express Car Wash)

Mr. Whitlock:

I am pleased to inform you that your application **STP 864-2020** was approved by the Spring Hill Planning Commission on December 14, 2020 with the following condition(s):

1. The applicant shall remove, trim, or replace existing vegetation in the landscape medians on Belshire Way per the visibility triangles and notes on Sheet 5.2 and as noted in the recommendations of the traffic impact study. Maintenance shall be performed to maintain required visibility.
2. The applicant shall submit plans to the Public Works department for review and approval to implement the recommendation of the traffic impact study and convert the intersection of Belshire Way and Belshire Village Drive to a full four-way stop.
3. Regarding landscaping within the visibility triangle at Belshire Way and Belshire Village Drive, the spruce tree will be relocated south, to a point outside of the triangle. Regarding other visibility triangles, proposed and existing trees and shrubs shall provide a minimum vision clearance zoned between 3.5' and 8' high. Shrubs will be maintained to a maximum height of 3.5'. Trees shall be selected and trimmed to provide no branches below 8'. All plants will be maintained in a manner that does not create an obstruction to visibility.
4. Property owner shall dedicate 7.5' of right-of-way on Belshire Way prior to the issuance of a certificate of occupancy for the car wash.
5. The applicant shall address all recommendations contained in the traffic impact study, except as modified by these conditions of approval. A signage and marking plan shall be provided to the Public Works Department to address all recommendations of the traffic impact study.
6. A sample point shall be provided in the discharge line and an oil water separator installed per the recommendation of the Public Works Department.
7. Approval of this site plan shall be valid for a period of three (3) years from the date of Planning Commission approval. Modification to the approved site plan may require Planning Commission Approval.

Please contact the Planning Department if you have any questions or require further assistance at 931-486-2252 ext. 232.

Sincerely,

City of Spring Hill Planning Commission

## 1. Executive Summary

The Great White Express Car Wash development is proposed to be located at 3003 Belshire Village Drive in Spring Hill, TN. The project site is on the southwest corner of Belshire Village Drive and Belshire Way. The development includes an automated car wash building approximately 5,500 square feet in size including one (1) car wash tunnel. Two full-access driveways are planned for the site, one located on Belshire Village Drive and one located on Belshire Way. The site plan includes three entry lanes and pay kiosks with vehicle queuing capacity for up to 25 vehicles. The development also includes a small self-service pet wash, which is intended to be a customer amenity and not expected to generate a significant amount of additional traffic.

The analyses presented in this report indicate that the proposed commercial development will generate new vehicular traffic to the study area and intersections; however, a significant amount of traffic that will be generated by the site will be pass-by or diverted link traffic, which is traffic that is already traveling in the vicinity of the site and patronizes the new commercial business. The project is expected to generate approximately 16 total weekday AM peak hour trips, 72 total weekday midday peak hour trips, and 86 total weekday PM peak hour trips. These trip generations include the pass-by traffic as well as new traffic. The proposed development is expected to generate minimal traffic during the AM peak hour since the business' operating hours are typically 9:00 AM – 7:00 PM.

The capacity analyses and queue analyses presented in this study show that the proposed Great White Express Car Wash development is expected to have a minimal impact on traffic operations at the study intersections. Based on the analyses presented in this study, a review of the study area, and proposed development information, the following is recommended in order to accommodate the projected traffic and provide for efficient traffic operations and safety:

### Belshire Way and Belshire Village Drive

The intersection of Belshire Way and Belshire Village Drive is expected to meet the volume threshold criteria for installing all-way stop control under the 2022 Background and 2022 Future Projected Conditions. The capacity analyses show that the intersection will operate acceptably with all-way stop control, and the 95<sup>th</sup> percentile queues will be minimal. The following is recommended to improve the intersection operation and accommodate the projected traffic volumes:

- Install all-way stop control at the intersection, which should include new Stop (R1-1) signs with All Way (R1-3P) supplemental plaques for all four approaches of the intersection per MUTCD standards.
- Install stop line pavement markings for the eastbound and westbound approaches of Belshire Way. Refurbish existing stop line pavement markings for the northbound and southbound approaches, if needed.
- Install a Stop Ahead (W3-1) warning sign on the eastbound approach of Belshire Way approximately 150 feet in advance of the stop sign.
- Install Stop Ahead pavement marking on the eastbound approach of Belshire Way approximately 150 feet in advance of the stop sign and aligned with the stop ahead warning sign.
- The lane line pavement markings on Belshire Way should be refurbished between Main Street and the existing medians at the Lowe's driveway. The pavement markings should designate one lane in each direction and a center two-way left turn lane with dedicated left turn lane storage at the intersection with Belshire Village Drive.
- The lane line pavement markings on Belshire Village Drive should be refurbished between Belshire Way and the first driveway to the north. The pavement markings should designate one lane in

each direction and a center two-way left turn lane with dedicated left turn lane storage for the southbound approach to Belshire Way.

Belshire Way and Lowe's Driveway/Secondary Site Access

The following is recommended to improve operation and safety for the intersection of Belshire Way and Lowe's Driveway/Secondary Site Access:

- The Secondary Site Access on Belshire Way should be aligned with the existing Lowe's Driveway.
- The Secondary Site Access should include width for one entering lane and one exiting lane.
- Remove all of the shrubs, ground cover, understory trees, and crape myrtles within both of the existing medians on either side of the Lowe's Driveway/Secondary Site Access. The existing trees and light poles may remain. Low tree branches less than 6 feet above the roadway surface should be trimmed and shaped.
- Install a white lane line and left turn arrow within the existing median bulb-in for the southbound approach of Belshire Way at the Secondary Site Access. The left turn lane line should be approximately 35 feet in length.

Based on the analyses presented in this report, no further improvements are recommended to accommodate the proposed Great White Express Car Wash development at 3003 Belshire Village Drive.

## JOINT DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS AGREEMENT, entered into this day April 10, 2024, by and between GREAT WHITE EXPRESS CAR WASH 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, is committed to supporting good development through cooperation and long-range planning, and

**WHEREAS**, the Developer is desirous of completing a development project known as Great White Car Wash and that this project will require the Developer to construct improvements on property currently owned and maintained by the private development; and

**WHEREAS**, the City and the Developer agree that it is in the best interest of both parties to enter into an agreement so that the improvements may be made in a coordinated and logical fashion.

**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 cause the installation of the improvements with The City performing all duties of construction. All improvements shall meet City, State and Federal construction standards.

#### 3. City Responsibilities

- 3.1. Install all-way stop control at the intersection of Belshire Way and Belshire Village Drive, which should include new Stop (R1-1) signs with All Way (R1-3P) supplemental plaques for all four approaches of the intersection per MUTCD standards.
- 3.2. Install stop line pavement markings for the eastbound and westbound approaches of Belshire Way. Refurbish existing stop line pavement markings for the northbound and southbound approaches, if needed.
- 3.3. Install a Stop Ahead (W3-1) warning sign on the eastbound approach of Belshire Way approximately 150 feet in advance of the stop sign.

- 3.4. Install Stop Ahead pavement marking on the eastbound approach of Belshire Way approximately 150 feet in advance of the stop sign and aligned with the stop ahead warning sign.
- 3.5. The lane line pavement markings on Belshire Way should be refurbished between Main Street and the existing medians at the Lowe's driveway. The pavement markings should designate one lane in each direction and a center two-way left turn lane with dedicated left turn lane storage at the intersection with Belshire Village Drive.
- 3.6. The lane line pavement markings on Belshire Village Drive should be refurbished between Belshire Way and the first driveway to the north. The pavement markings should designate one lane in each direction and a center two-way left turn lane with dedicated left turn lane storage for the southbound approach to Belshire Way.
- 3.7. Install a white lane line and left turn arrow within the existing median bulb-in for the southbound approach of Belshire Way at the Secondary Site Access. The left turn lane line should be approximately 35 feet in length.

#### **4. Developer Responsibilities**

- 4.1. The Secondary Site Access on Belshire Way should be aligned with the existing Lowe's Driveway.
- 4.2. The Secondary Site Access should include width for one entering lane and one exiting lane.
- 4.3. Remove all of the shrubs, ground cover, understory trees, and crape myrtles within both of the existing medians on either side of the Lowe's Driveway/Secondary Site Access. The existing trees and light poles may remain. Low tree branches less than 6 feet above the roadway surface should be trimmed and shaped.
- 4.4. Provide Stop (R1-1) signs with All Way (R1-3P) supplemental plaques for all four approaches.
- 4.5. Provide access to the private drive for the City to complete the striping work.
- 4.6. Provide a fee in lieu of to cover the labor and material costs for all striping set forth by the TIS recommendation in the sum of \$9,984.00.

#### **5. Compliance with Public Chapter 775 – TCA, Title 12, Chapter 4, Part 1**

In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the Contractor cannot be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.

## **5.1. 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 Contractor is James and Debbie Whitlock or his/her designee.

### **5.1.1. 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.

#### **5.1.1.1. 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

#### **5.1.1.2 With a copy to:**

Patrick Carter, City Attorney

809 South Main Street

Columbia, TN 38401

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

James and Debbie Whitlock

4847 Main Street

Spring Hill, TN 37174

**6. 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.

**7. Liability**

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

**8. Governing Law**

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

**9. 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.

**10. 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.

**11. 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.

**12. Amendment**

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

**13. 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.

**14. 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.

**15. 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.

**16. Attorney's Fees**

In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto by the Contractor, the Contractor shall pay the reasonable attorney's fees and court costs of the City associated with the enforcement of any of the provisions of any such document or this Agreement.

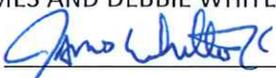
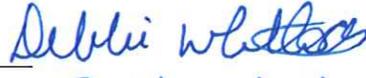
**17. Execution**

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 April 15, 2024.**

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

JAMES AND DEBBIE WHITLOCK

By:    
Print Name: James Whitlock Debbi Whitlock  
Title: Owners

CITY OF SPRING HILL, TENNESSEE

By:   
JIM HAGAMAN  
MAYOR