

RESOLUTION 22-31

A RESOLUTION TO AMEND RESOLUTION 17-55 RELATED TO THE SCOPE OF THE ACQUISITION AGREEMENT BETWEEN THE CITY OF SPRING HILL AND BUCKNER LANE PARTNERS, LLC FUNDED BY THE SPECIAL ASSESSMENT DISTRICT AND AMENDING THE ACQUISITION AGREEMENT TO REFLECT A CHANGE IN THE NAME OF THE DEVELOPER

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen entered in to an Acquisition Agreement with Buckner Lane Partners, LP (the “Developer”) to acquire certain infrastructure improvements as a public facility from the Developer upon completion by Resolution 17-55, a Resolution to Authorize the Mayor to Execute an Acquisition Agreement Between the City of Spring Hill and Buckner Lane Partners, L.P.; and

WHEREAS, the City established an assessment pursuant to Resolution 17-50, the proceeds of which shall be used, in whole or in part, to pay the Developer a portion of the costs of such improvements, which included Buckner Lane and Buckner Road; and

WHEREAS, as the project has progressed, the scope has changed to only include Buckner Lane improvements being installed by the Developer, thereby requiring an amendment to the Acquisition Agreement to remove the Buckner Road portion of the Public Facility being installed by the Developer; and

WHEREAS, subsequent to the adoption of Resolution 17-55, the Developer has changed from Buckner Lane Partners, LP to Buckner Lane Partners, LLC and the Acquisition Agreement should be amended to reflect this change.

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

1. Acknowledge that the foregoing recitals are incorporated into the Amendment and made a part thereof.
2. Approve the amendment to the Acquisition Agreement by changing the name of the Developer from “Buckner Lane Partners, LP” to “Buckner Lane Partners, LLC”.
3. Approve the amendment to Section 2 of the Acquisition Agreement as follows:

“Developer shall complete or cause to be completed the road improvements for Buckner Lane for Phases 1 as set forth in that certain "Phasing Plan" attached as an exhibit to City Ordinance 17-05 (collectively, the "Public Facility"). Construction of the Public Facility shall be accomplished according to the phasing requirements set forth in the Phasing Plan. All of the Public Facility shall be completed in accordance with all applicable, laws, statutes, ordinances and regulations of federal, state and municipal authorities and free of all liens or other claims. The Public Facility will be subject to inspection and acceptance in the same manner and to the same specifications as acceptance of privately developed streets and utilities pursuant to City ordinance and rules.”

4. Approve the amendment of Section 3 of Acquisition Agreement as follows:

"The Public Facility may be completed in phases in the discretion of Developer, but consistent with the Phasing Plan. After approval and acceptance of any portion of the Public Facility, the City shall pay to Developer an amount equal to seventypercent (70%) as to the Buckner Lane Costs of the Public Facility. The term "Costs" shall mean all costs of completion of the Public Facility as permitted by the provisions of T.C.A. § 7-32-101 et seq., including without limitation the costs of acquiring, improving or constructing the Public Facility."

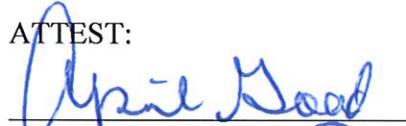
5. Acknowledge that all other terms and provisions of Resolution 17-55 not modified by this Resolution shall remain in full force and effect.
6. Authorize the Mayor and City Administrator to sign Amendment No. 1 of the Acquisition Agreement.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 22nd day of February, 2022.



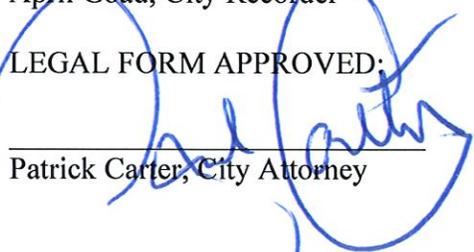
Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

RESOLUTION 22-31 (REDLINE)

A RESOLUTION TO AMEND RESOLUTION 17-55 RELATED TO THE SCOPE OF THE ACQUISITION AGREEMENT BETWEEN THE CITY OF SPRING HILL AND BUCKNER LANE PARTNERS, LP LLC FUNDED BY THE SPECIAL ASSESSMENT DISTRICT AND AMENDING THE ACQUISITION AGREEMENT TO REFLECT A CHANGE IN THE NAME OF THE DEVELOPER

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen entered in to an Acquisition Agreement with Buckner Lane Partners, LP (the “Developer”) to acquire certain infrastructure improvements as a public facility from the Developer upon completion by Resolution 17-55, a Resolution to Authorize the Mayor to Execute an Acquisition Agreement Between the City of Spring Hill and Buckner Lane Partners, L.P.; and

WHEREAS, the City established an assessment pursuant to Resolution 17-50, the proceeds of which shall be used, in whole or in part, to pay the Developer a portion of the costs of such improvements, which included Buckner Lane and Buckner Road; and

WHEREAS, as the project has progressed, the scope has changed to only include Buckner Lane improvements being installed by the Developer, thereby requiring an amendment to the Acquisition Agreement to remove the Buckner Road portion of the Public Facility being installed by the Developer; and

WHEREAS, subsequent to the adoption of Resolution 17-55, the Developer has changed from Buckner Lane Partners, LP to Buckner Lane Partners, LLC and the Acquisition Agreement should be amended to reflect this change.

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

1. Acknowledge that the foregoing recitals are incorporated into the Amendment and made a part thereof.
2. Approve the amendment to the Acquisition Agreement by changing the name of the Developer from “Buckner Lane Partners, LP” to “Buckner Lane Partners, LLC”.
3. Approve the amendment to Section 2 of the Acquisition Agreement as follows:

“Developer shall complete or cause to be completed the road improvements for ~~Buckner Road and~~ Buckner Lane for Phases 1 as set forth in that certain "Phasing Plan" attached as an exhibit to City Ordinance 17-05 (collectively, the "Public Facility"). Construction of the Public Facility shall be accomplished according to the phasing requirements set forth in the Phasing Plan. All of the Public Facility shall be completed in accordance with all applicable, laws, statutes, ordinances and regulations of federal, state and municipal authorities and free of all liens or other claims. The Public Facility will be subject to inspection and acceptance in the same manner and to the same specifications as acceptance of privately developed streets and utilities pursuant to City ordinance and rules.”

4. Approve the amendment of Section 3 of Acquisition Agreement as follows:

“The Public Facility may be completed in phases in the discretion of Developer, but consistent with the Phasing Plan. After approval and acceptance of any portion of the Public Facility, the City shall pay to Developer an amount equal to seventy percent (70%) as to the Buckner Lane Costs, ~~and seventy-two percent (72%) as to the Buckner Road portion~~ of the Public Facility. The term "Costs" shall mean all costs of completion of the Public Facility as permitted by the provisions of T.C.A. § 7-32-101 et seq., including without limitation the costs of acquiring, improving or constructing the Public Facility.”

5. Acknowledge that all other terms and provisions of Resolution 17-55 not modified by this Resolution shall remain in full force and effect.
6. Authorize the Mayor and City Administrator to sign Amendment No. 1 of the Acquisition Agreement.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 22nd day of February, 2022.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 22-31*
SUBMITTED BY: Missy Stahl, CIP Manager
DATE: February 7, 2022
RE: To amend Resolution 17-55 related to the scope of the acquisition agreement between the City of Spring Hill and Buckner Lane Partners, LP funded by the Special Assessment District and to amend the name of the Developer
ATTACHMENTS: Resolution 17-55

PURPOSE:

The purpose of this resolution is to amend Resolution 17-55 to remove Buckner Road and the corresponding percentage from the acquisition agreement and to amend the name of the Developer.

BACKGROUND:

The City entered in to an acquisition agreement with Buckner Lane Partners, LP to acquire certain infrastructure improvements on Buckner Lane and Buckner Road as a public facility from the developer upon completion. The scope has changed to only include Buckner Lane so the acquisition agreement requires amendment to remove Buckner Road and the corresponding percentage of 72% that the City would pay the Developer.

Additionally, Buckner Lane Partners, LP has changed to Buckner Lane Partners, LLC. All documents reflect the name change. All other terms and provisions not modified shall remain in full force and effect.

FINANCIAL IMPACT:

The City has already committed to pay for Buckner Road as part of the BUILD Grant agreement so no further impact will occur.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 22-31 to amend Resolution 17-55 to related to the scope of the acquisition agreement between the City of Spring Hill and Buckner Lane Partners, LLC funded by the Special Assessment District and to amend the name of the developer.

**AMENDMENT NO 1
TO ACQUISITION AGREEMENT**

This Amendment No. 1 to the Acquisition Agreement by and between THE CITY OF SPRING HILL, TENNESSEE (the "City") and BUCKNER LANE PARTNERS, L.P., a Tennessee limited partnership (the "Developer") (collectively, the "Parties") dated May 18, 2017, is entered into by and between the parties on this the ____ day of _____, 2022.

WHEREAS, pursuant to Resolution 17-50, the City established a special assessment district and authorized the Mayor to execute an Installment Payment Agreement by and between the Parties whereby the City agrees to collect a special assessment from the Benefitted Property on a "benefits received basis" to fund a portion of the improvements to Buckner Lane and Buckner Road as identified in the Phasing Plan attached as an exhibit to City Ordinance 17-05 (collectively, the "Public Facility"); and

WHEREAS, Resolution 17-55 approved an Acquisition Agreement by and between the Parties for the acquisition of the Public Facility from the Developer upon completion pursuant to the provisions of T.C.A. § 7-32 101(d); and

WHEREAS, subsequent to the adoption of Resolution 17-55, the Developer has changed from Buckner Lane Partners, LP to Buckner Lane Partners, LLC; and

WHEREAS, Paragraph 5 of the Acquisition Agreement provides that the agreement may not be amended or modified except with the written approval of the Parties; and

WHEREAS, the Parties now desire to amend the Acquisition Agreement to remove the Buckner Road improvements portion of the Public Facility (the "Amendment").

NOW THEREFORE, the City and the Developer, their successors and assigns, do hereby amend the Acquisition Agreement as follows:

1. The foregoing recitals are incorporated into the Amendment and made a part thereof.
2. The name of the Developer in the Acquisition Agreement is hereby changed from "Buckner Lane Partners, LP" to Buckner Lane Partners, LLC".
3. Paragraph 2 of the Acquisition Agreement is hereby amended by deleting the phrase "Buckner Road and" in its entirety.
4. Paragraph 4 of the Acquisition Agreement is hereby amended by deleting the phrase ", and seventy-two percent (72%) as to the Buckner Road portion" in its entirety.
5. All other terms and provisions of the Acquisition Agreement not modified by the Amendment shall remain in full force and effect.

Approved by the Spring Hill Board of Mayor and Aldermen on February 22, 2022.

WITNESS our hands on the dates as indicated.

[SIGNATURES ON FOLLOWING PAGES]

DEVELOPER

BUCKNER LANE PARTNERS, LLC, a
Tennessee limited partnership

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

Before me, _____, a Notary Public for 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 _____ (or other officer authorized to execute the instrument), of Buckner Lane Partners, L.P., the within named bargainor, a limited partnership, and that he as such _____ of the limited partnership executed the foregoing instrument for the purposes therein contained.

Witness my hand this ____ day of _____, 2022.

Notary Public
My Commission Expires: _____

CITY

CITY OF SPRING HILL, TENNESSEE, a municipality

By: 
JIM HAGAMAN
Mayor

Date: 02-22-2022

By: 
PAMELA S. CASKIE
City Administrator

Date: 02-22-2022

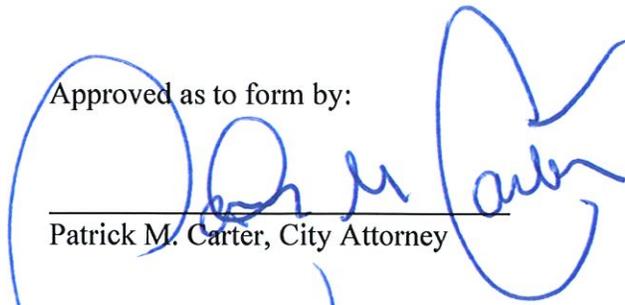
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public of said County and State, personally appeared JIM HAGAMAN and PAMELA S. CASKIE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge themselves to be the Mayor and City Administrator, respectively, of the City of Spring Hill, Tennessee, the within name bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand this 22nd day of February, 2022.


Notary Public
My Commission Expires: 07-23-2024

Approved as to form by:


Patrick M. Carter, City Attorney

RESOLUTION 17-55

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE AN ACQUISITION AGREEMENT BETWEEN THE CITY OF SPRING HILL AND BUCKNER LANE PARTNERS L.P.

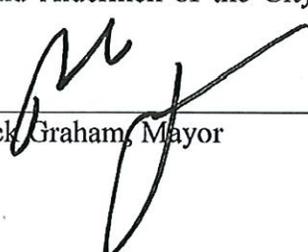
WHEREAS, the City of Spring Hill desires to acquire certain infrastructure improvements as a public facility from the developer upon completion pursuant to the provisions of T.C.A. § 7-32-101(d)

WHEREAS, the city has determined that it will receive a public benefit from entering into this agreement for property reclassified as Planned Zoning District as described in and approved by Spring Hill Municipal Ordinance 17-05; and

WHEREAS, the City has established a special assessment district, pursuant to Spring Hill Municipal Resolution 17-50, and authorizes the Mayor to execute the attached Acquisition Agreement between the City of Spring Hill and Buckner Lane Partners, L.P. to provide for such construction and acquisition.

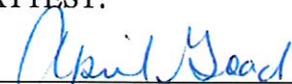
NOW, THEREFORE, BE IT RESOLVED, that the Board of Mayor and Aldermen of the City of Spring Hill authorizes the Mayor to execute the attached Acquisition Agreement between the City of Spring Hill and Buckner Lane Partners L.P.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 15th day of May, 2017.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick M. Carter, City Attorney

ACQUISITION AGREEMENT

This agreement (this "Agreement") is entered into by and between THE CITY OF SPRING HILL, TENNESSEE ("City") and BUCKNER LANE PARTNERS, L.P., a Tennessee limited partnership ("Developer"), on this the 18th day of May, 2017.

WHEREAS, the City desires to acquire certain infrastructure improvements as a public facility from Developer upon completion pursuant to the provisions of T.C.A. § 7-32-101(d), as hereinafter set forth; and

WHEREAS, the City has determined that the City will receive a public benefit from entering into this Agreement; and

WHEREAS, the City reasonably anticipates that private investment of not less than twenty-five million dollars (\$25,000,000) will be made on property to be benefited from the public facility; and

WHEREAS, the City has complied with the public meeting and notice requirements of T.C.A. § 7-32-101; and

WHEREAS, the City has established an assessment pursuant to resolution, the proceeds of which shall be used, in whole or in part, to pay Developer a portion of the costs of such improvements; and

WHEREAS, the City and Developer enter into this Agreement to provide for such construction and acquisition, and in compliance with T.C.A. § 7-32-101.

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. Developer shall complete or cause to be completed the road improvements for Buckner Road and Buckner Lane for Phases 1 and 2 as set forth in that certain "Phasing Plan" attached as an exhibit to City Ordinance 17-05 (collectively, the "Public Facility"). Construction of the Public Facility shall be accomplished according to the phasing requirements set forth in the Phasing Plan. All of the Public Facility shall be completed in accordance with all applicable laws, statutes, ordinances and regulations of federal, state and municipal authorities and free of all liens or other claims. The Public Facility will be subject to inspection and acceptance in the same manner and to the same specifications as acceptance of privately developed streets and utilities pursuant to City ordinance and rules.
3. The Public Facility may be completed in phases in the discretion of Developer, but consistent with the Phasing Plan. After approval and acceptance of any portion of the Public Facility, the City shall pay to Developer an amount equal to seventy percent (70%) as to the Buckner Lane Costs, and seventy-two percent (72%) as to the Buckner Road portion of the Public Facility. The term "Costs" shall mean all costs of completion of the Public Facility as

permitted by the provisions of T.C.A. § 7-32-101 *et seq.*, including without limitation the costs of acquiring, improving or constructing the Public Facility.

4. The Costs shall be due to Developer on completion and acceptance of any portion of the Public Facility; provided, however, that the City will use proceeds from a special assessment district created by resolution of the City, and no amounts shall be paid to Developer except as such assessments have been received by the City. Upon the receipt of any such assessments, the City shall on a monthly basis pay to Developer all assessments received until Developer's Costs to date have been fully in the percentages set forth above. If no amounts are due to Developer, but the Public Facility has not been completed, assessments shall accrue and shall be paid to Developer at the time of completion of the next phase of the Public Facility.
5. This Agreement may not be amended or modified except with the written approval of the City and Developer.
6. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
7. This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.
8. In the event of a default under this Agreement on the part of Developer or the City, either party may enforce this Agreement at law or in equity, and the prevailing party shall be entitled to the costs of enforcement at all levels, including reasonable attorney fees.

Approved by the Spring Hill Board of Mayor and Alderman on May 15, 2017.

WITNESS our hands on the dates as indicated.

[SIGNATURES ON FOLLOWING PAGES]

DEVELOPER

BUCKNER LANE PARTNERS, L.P., a Tennessee limited partnership

By: *Donald W. Alexander Sr.*

Print Name: Donald W. Alexander Sr.

Title: PRESIDENT

Date: May 18, 2017

STATE OF Tennessee)

)
COUNTY OF Maury)

Before me, April Goad, a Notary Public of said County and State, personally appeared Donald W. Alexander Sr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of Buckner Lane Partners, L.P., the within named bargainor, a limited partnership, and that he as President of the limited partnership executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this 18th day of May, 2017.
April C. Goad
Notary Public
My Commission Expires: 6-28-2020



CITY

CITY OF SPRING HILL, TENNESSEE, a municipality

By: [Signature]
RICK GRAHAM
Mayor

Date: 5-18-2017

By: [Signature]
VICTOR LAY
City Administrator

Date: 5-18-2017

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared RICK GRAHAM and VICTOR LAY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Spring Hill, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this 18th day of May, 2017.

[Signature]
Notary Public
My Commission Expires: 6-28-2020

Approved as to form by:

[Signature]
Patrick M. Carter, City Attorney

