

RESOLUTION 18-217

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A JOINT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SPRING HILL AND ENCOMPASS LAND GROUP FOR COST RECOVERY FOR TRAFFIC SIGNAL SYSTEM IMPROVEMENTS FOR BELSHIRE VILLAGE

WHEREAS, Belshire Village, a mixed-use development project being developed by Encompass Land Group, LLC (“Developer”) containing 138 residential units comprised of townhomes and condominiums and two office parcels received Sketch Plan approval from the Planning Commission; and

WHEREAS, a condition of approval imposed by the Planning Commission for the Sketch Plan provided for the Developer to work in partnership with the City of Spring Hill in the installation of traffic signal system upgrades at the intersection of Main Street at Belshire Way and Main Street at the Walmart Access involving the installation of Wavetronics detection systems and the installation of new traffic controllers at both intersections recommended by the Developers traffic consultant in Exhibit A attached herein at an estimated cost of \$85,000; and

WHEREAS, the installation of the traffic signal system upgrades described above will be beneficial to the City of Spring Hill in improving operational performance of the signal system at both intersections as well as system reliability and ease of maintenance; and

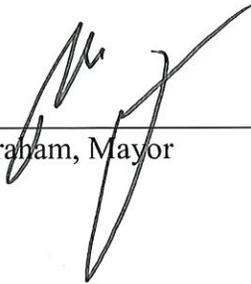
WHEREAS, the Developer submitted a letter attached herein as Exhibit B to the Joint Development Agreement requesting the recovery of a portion of the cost for the installation of the traffic signal system upgrades whereby the Developer would receive a credit based upon actual construction cost not to exceed \$43,884 upon the calculated traffic impact fees required for the residential portion of the Belshire Village project; and

WHEREAS, the Title 5, Chapter 5, Section 5-516 of Spring Hill Municipal Code, allows for a property owner with permission from the Board of Mayor and Aldermen to construct an eligible capital improvement in exchange for a credit against required traffic impact fee based upon the verified cost for said capital improvement whereby the property owner enters into an agreement with the City prior to issuance of any building permits; and

WHEREAS, City staff and the City Attorney have prepared for consideration by the Board of Mayor and Aldermen a Joint Development Agreement attached herein outlining the terms and responsibilities of the Developer along with corresponding exhibits for the installation of traffic signal system improvements in exchange for a credit against required traffic impact fees for the residential portion of the Belshire Village project.

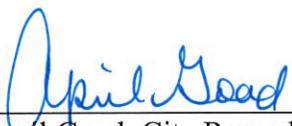
NOW, THEREFORE, BE IT RESOLVED, that the Board of Mayor and Aldermen authorize the Mayor to execute the Joint Development Agreement between the City of Spring Hill and Encompass Land Group attached hereto whereby a cost recovery will be permitted in the form of a credit to be provided by the City of Spring Hill to Encompass Land Group the amount of which shall be based upon the actual cost not to exceed \$43,884 equivalent to the required traffic impact fees for the residential portion of the development program for Belshire Village in exchange for furnishing, installing and programming of traffic signal system upgrades that include the installation of Wavetronics detectors at locations where the City has pavement detection loops and new traffic signal controllers at the intersections of Main Street at Belshire Way and Main Street at the Walmart Access.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 19th day of November, 2018.



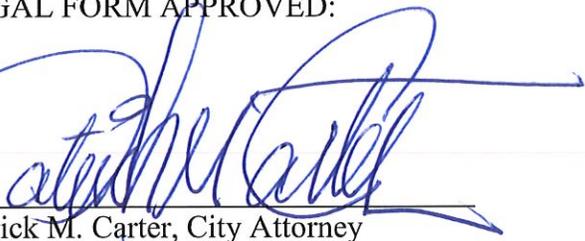
Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick M. Carter, City Attorney



REQUEST: Resolution 18-217 Resolution to Authorize Mayor to Execute Belshire Village Joint Development Agreement

SUBMITTED BY: Chuck Downham, Assistant City Administrator

DATE: November 5, 2018

RE: Joint Development Agreement between City of Spring Hill and Encompass Land Group for Recovery of Traffic Impact Fee

ATTACHMENTS: Belshire Village Joint Development Agreement; Encompass Land Group Letter; Ragan-Smith Letter to Staff; Belshire Village Traffic Impact Study

PURPOSE:

Approve Resolution 18-217 authorizing the Mayor to Execute a Joint Development Agreement with Encompass Land Group for recovery of traffic impact fees in exchange for constructing certain traffic signal system upgrades at the intersections of Main Street at Walmart Access and Main Street at Belshire Way.

BACKGROUND:

Belshire Village received sketch plan approval under the B-4 zoning classification. The applicant currently has submitted for consideration by the Planning Commission a preliminary plat and a site plan for the development of a mixed project containing 138 residential units (flats, condominiums and townhomes) and two office parcels. The approval of the sketch plan (see attached Staff Report dated October 22, 2018) included several conditions of approval including the following conditions of approval:

- 2. The applicant shall enter into a written agreement with the City of Spring Hill to be acted upon by the Board of Mayor and Aldermen in consideration of public infrastructure improvements that include intersection and signalization improvements located at Main Street and Walmart Access, Main Street at Belshire Way, Belshire Village Drive at Bess Boulevard, and Amacher Drive Cross-Connection, as outlined in the Traffic Impact Study prepared by Ragan Smith dated May 7, 2018 and subsequently revised May 22, 2018 and later June 4, 2018, whereby the applicant is participating in partnership with the City of Spring Hill in part or whole in the cost of the public infrastructure improvements. The agreement entered into between the applicant and the City shall detail the installation of public*

improvements to be constructed, the anticipated schedule for construction of improvements, and the responsibilities of each party in the installation of said improvements including related financial considerations such as contributions, fees, payments in lieu of improvements, rebates and/or credits and the like.

3. *The applicant shall prepare appropriate plan documentation to include with the site plan submittal for the following road, intersection and signalization improvements as outlined in the revised Traffic Impact Study dated June 4, 2018 prepared by Ragan Smith:*
 - a. *Main Street at Walmart Access –Furnish, install and program Wavetronic detectors at locations where the City has pavement detection loops and furnish, install and program a new traffic signal controller meeting city standards.*
 - b. *Main Street at Belshire Way – Furnish, install and program Wavetronic detectors at locations where the City has pavement detection loops and furnish, install and program a new traffic signal controller meeting city standards.*
 - c. *Belshire Village Drive at Bess Boulevard – extension of Bess Boulevard into Belshire property consisting of 3-lanes; replacement of pavement markings; and replacement of stop signage per MUTCD standards.*
 - d. *Amacher Drive Cross-Connection – connection of Amacher Drive should not be opened to traffic until construction between existing terminus of Amacher Drive and Bess Boulevard is complete; the extension of Amacher Drive should tie into the existing terminus of Amacher Drive along with proposed sidewalks within Belshire property ending at property line and not continuing to Amacher Drive.*

The applicant/developer, Encompass Land Group, has submitted a revised letter to the City (attached) requesting a partial cost recovery on the anticipated cost for the installation of upgraded traffic signal system equipment at the intersections of Main Street at Belshire Way and Main Street at the Walmart Access where the City has requested the installation of Wavetronics vehicle detection equipment and new traffic signal controllers at an estimated cost of \$85,000. The applicant/developer is seeking a credit on the required traffic impact fee based upon the actual cost for installation not to exceed \$43,884 which is the calculated traffic impact fee for the residential portion of the development program for Belshire Village. The Spring Hill Municipal Code allows the Board of Mayor and Aldermen the ability to permit credits for Traffic Impact Fee in consideration of improvements provided by an applicant/developer.

The applicant/developer's traffic engineer has indicated in a letter prepared in support of the request (attached) that the traffic signal system upgrades requested by the City for each intersection were agreed to by the developer even though such upgrades were not warranted or required due to the development impact generated by the Belshire Village project upon these intersections. Attached also is the full traffic study report for consideration by the Board.

City staff and the City Attorney have prepared for consideration by the Board of Mayor and Aldermen a Joint Development Agreement that outlines the responsibilities of the Encompass Land Group to install specific traffic signal system upgrades at the intersection of Main Street and Belshire Way and Main Street at the Walmart Access. The agreement provides for cost recovery of a portion of the expense not to exceed \$43,884 whereby a credit of the actual expense would be provided against required traffic impact fees.

FINANCIAL IMPACT:

Encompass Land Group would be provided a credit for the actual expense for the installation of the traffic signal system upgrades in an amount not to exceed \$43,884. The credit would be applied at the time of issuance of building permits by the City for the residential portion of the Belshire Village project.

STAFF RECOMMENDATION:

Staff recommends the Board approve Resolution 18-217 to authorize the Mayor to execute the Joint Development Agreement between Encompass Land Group and the City of Spring Hill that would provide a credit for actual expenses not to exceed \$43,884 for the installation of traffic signal system upgrades as outlined in this report at the intersection of Main Street and Belshire Way and Main Street at the Walmart Access.

BELSHIRE VILLAGE JOINT DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this the 19th day of November, 2018, by and among ENCOMPASS LAND GROUP, LLC., and or its assigns referred to as "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 desires to foster and support orderly development within the city limits of the City of Spring Hill, Tennessee; and

WHEREAS, the Developer desires to undertake the development of certain real property known as Belshire Village referred to as "Project" located in the City of Spring Hill, Williamson County, Tennessee; and

WHEREAS, the Developer's consultant Ragan Smith prepared a Traffic Impact Study subsequently revised on June 4, 2018, that provided detailed recommendations attached as Exhibit "A" on specific street and intersection improvements associated with the Project including upgrades to existing traffic signal systems at the intersection of Main Street and Belshire Way and the intersection of Main Street at the Walmart Access to include furnishing, installing, and programming the installation of Wavetronics detectors at locations where the City has pavement detector loops and furnishing, installing and programming a new traffic signal controller meeting City standards at both intersections; and

WHEREAS, the Developer's consultant Ragan Smith estimated the cost for the proposed traffic signal improvements at both intersections at \$85,000; and

WHEREAS, the Developer has requested as provided in Exhibit "B" attached hereto the City split the expense for the traffic signal system upgrades on a 50/50 basis by applying a credit not to exceed the required Traffic Impact Fee of \$43,884 calculated based on the proposed development program consisting of residential uses (townhomes and condominiums) for the Project; and

WHEREAS, the Developer once the traffic signal system improvements are satisfactorily completed will provide to the City a copy of the contractor's pay request to determine the actual cost of the required Traffic Impact Fee to be credited by the City to the Developer.

NOW, THEREFORE,

In and for consideration of the mutual covenants and assurances set forth herein, the Developers and City do hereby agree as follows:

1. Construction of Traffic Signal System Upgrades

The Developer shall cause the construction and installation of traffic signal system improvements at the intersection of Main Street and Belshire Way and the intersection of Main Street at the Walmart Access to include the furnishing, installing, and programming of

Wavetronics detectors at locations where the City has pavement detection loops and furnishing, installing and programming a new traffic signal controller at both intersections in accordance with City standards and specifications. The City shall not issue a Certificate of Occupancy for any residence located within the Project until such time as the Developer has satisfactorily completed the traffic signal system upgrades described herein.

2. Credit for Traffic Impact Fees

Upon satisfactory installation of the traffic signal system upgrades at both intersections, the Developer shall provide to the City a copy of the contractors pay request to determine the actual cost of the required Traffic Impact Fee to be credited by the City to the Developer. Following confirmation of the actual cost of the traffic signal system upgrades by the City, the City shall provide a credit toward the required Traffic Impact Fee not to exceed \$43,884 representing the amount based upon the proposed residential development program (townhomes and condominiums) for the Project.

3. Agents for City and Developer

The agent of the City for the purposes of this Agreement shall be the City Administrator of Spring Hill, Tennessee, or his designee. The agent for the Developer for the purposes of this Agreement shall be Ryan Manners or his designee.

4. 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. Assignment

The Developer shall not assign the whole or any part of this Agreement without the City of Spring Hill's prior written consent.

6. 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, Tennessee.
P.O. Box 789 (mail delivery)
199 Town Center Parkway
Spring Hill, TN 37174

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

Encompass Land Group, LLC
Ryan Manners
121 1st Ave South Suite 220
Franklin, TN 37064

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. Governing Law

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

8. 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.

9. Attorney Fees and Costs

In the event that any action is instituted to enforce the terms of this Agreement, the prevailing party in such a dispute shall be entitled to collect from the other party all of the costs incurred including but not limited to reasonable attorney fees.

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 effect 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. Time is of the Essence

All Parties hereto acknowledge that time is of the essence, and each will commit to the satisfactory completion of the project herein on an expedited basis.

14. Binding Effect

This Agreement shall be binding upon each of the parties hereto, their successors and assigns.

14. 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.

15. 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.

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

DEVELOPER

CITY

ENCOMPASS LAND GROUP, LLC

CITY OF SPRING HILL, TENNESSEE

By: *[Signature]*
Title: DEVELOPMENT
Ryan Manners

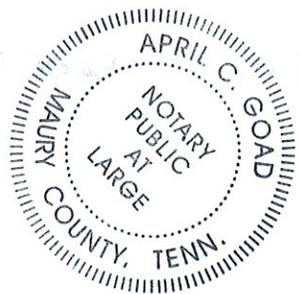
By: *[Signature]*
Rick Graham, Mayor

STATE OF TENNESSEE)
COUNTY OF Maury)

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid, this November 3, 2018, by and on behalf of ENCOMPASS LAND GROUP, LLC, as Developer.

Notary Public *April C. Goad*

My commission expires: 6-28-2020

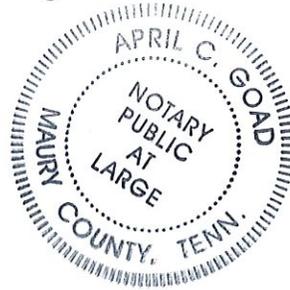


STATE OF TENNESSEE)
COUNTY OF MAURY)

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid, this November 19, 2018, by Rick Graham, Mayor for the City of Spring Hill of Maury County, Tennessee, a municipal corporation organized and existing under the laws of the State of Tennessee.

Notary Public April C. Goad

My commission expires: June 28, 2020



October 30, 2018

VIA EMAIL: cdownham@springhill.org

Mr. Chuck Downham
Assistant City Administrator
City of Spring Hill
199 Town Center Parkway
Spring Hill, Tennessee 37174

**RE: TRAFFIC SIGNAL MODIFICATIONS
COMPLETED BY BELSHIRE DEVELOPMENT
CITY OF SPRING HILL, TENNESSEE**

Dear Chuck:

The purpose of this letter is to document the traffic signal modifications that have been committed to by the Belshire development located on Bess Boulevard west of Main Street. The proposed signal modifications include the installation of new vehicle detection and traffic signal controller equipment at the intersections of Main Street at the Walmart Access and at Belshire Way/Commonwealth Drive. This letter has been requested by the developer as part of a request to receive a credit to the Roadway Impact Fee and Adequate Facilities Tax Fee for the cost of the traffic signal modifications.

1. The installation of new Wavetronix radar detection equipment will replace the existing, fully-functional vehicle detection equipment that consists of inductive loop wiring located within the roadway pavement. The new vehicle detection equipment will benefit the City of Spring Hill with improved control of operational and maintenance aspects of vehicle detection at both intersections on Main Street. While there will be improvements to the City's operation and maintenance, the installation of the new Wavetronix radar detection equipment is not necessary to mitigate the traffic impact of the Belshire development. The installation of the Wavetronix radar detection equipment was added by City staff as a condition of approval to the development and agreed to by the developer even though the improvement was not warranted or required due to the development impact.
2. The installation of new traffic signal controllers will replace the existing, fully-functional traffic signal controllers at the intersections on Main Street. The new traffic signal controllers will benefit the City of Spring Hill with improved capabilities for future traffic signal system coordination at both intersections on Main Street. While there will be improved capabilities for future coordination to the City's traffic signal system, the installation of the new traffic signal controllers is not necessary to mitigate the traffic impact of the Belshire development. The installation of the traffic signal controllers was added by City staff as a condition of approval to the development and agreed to by the developer even though the improvement was not warranted or required due to the development impact.

Mr. Chuck Downham
Page 2
October 30, 2018



If you have any comments or if you need any additional information, we would be happy to discuss this project at your convenience.

Sincerely,

RAGAN-SMITH ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Brandon S. Baxter". The signature is stylized and includes a flourish at the end.

Brandon S. Baxter, P.E.
Associate

BSB:djb

Enclosure

TRAFFIC IMPACT STUDY

for

BELSHIRE PROPERTY

City of Spring Hill, Tennessee

May 7, 2018

Revised May 22, 2018

Prepared for:

ENCOMPASS LAND GROUP
121 First Avenue South, Suite 200
Franklin, Tennessee 37064



Prepared by:



RAGAN-SMITH ASSOCIATES, INC.
315 Woodland Street, P.O. Box 60070
Nashville, Tennessee 37206-0070
(615) 244-8591

18-060 / 1159

**BELSHIRE PROPERTY
TRAFFIC IMPACT STUDY**

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EXECUTIVE SUMMARY

INTRODUCTION

The Belshire Property site is located west of the intersection of Belshire Village Drive and Bess Boulevard in the City of Spring Hill. When completed, the Belshire Property will consist of 126 multifamily housing units and two parcels for office land use.

Primary access to the Belshire Property will be provided by an extension of Bess Boulevard west of the intersection with Belshire Village Drive. The Belshire Property will also provide a cross-connection to the Shannon Glen subdivision at the existing terminus of Amacher Drive.

BACKGROUND TRAFFIC

Based upon the anticipated development schedule, the horizon year 2022 will be used to analyze the impact of the Belshire Property. Additionally, the horizon year 2027 will be used to analyze the future impact of the project 5 years after build out.

To establish annual background traffic growth along the existing roadway network, the City of Spring Hill utilizes a minimum growth rate of 3.5% per year. Background traffic growth was established by increasing existing traffic by **3.5 percent annually** for horizon year 2022 and horizon year 2027.

SITE TRAFFIC

The traffic impact of the Belshire Property site is based upon a calculation of the number of vehicle trips that will enter and/or exit the site. The analysis periods of this study are in the a.m. and p.m. peak hours of a typical weekday. Therefore, trips were generated according to the *Trip Generation Manual, 10th Edition* published by the Institute of Transportation Engineers (ITE). The trip generation for Belshire Property is shown in the table below.

BELSHIRE PROPERTY									
TRIP GENERATION									
Land Use	Land Use Code	Total Units Or Square Footage	Daily Trips	A.M. Peak Hour			P.M. Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Multifamily Housing	220	126 Units	912	14	45	59	46	27	73
Office	710	40,000 sf	436	55	9	64	8	40	48
Total Trip Generation			1,348	69	54	123	54	67	121

TRAFFIC ANALYSIS

The following public intersections were analyzed for capacity deficiencies and improvement needs:

- Belshire Village Drive at Walmart Access
- Belshire Village Drive at Bess Boulevard
- Belshire Village Drive at Belshire Way
- Main Street at Walmart Entrance
- Main Street at Bess Boulevard
- Main Street at Belshire Way

For these intersections, the following traffic scenarios were analyzed, where applicable:

- 2018 Existing Traffic
- 2022 Background Traffic
- 2022 Total Traffic that contains all traffic projected in the study area, including Belshire Property
- 2027 Total Traffic that contains all traffic projected in the study area, including Belshire Property

CONCLUSIONS AND RECOMMENDATIONS

Main Street at Walmart Access

- Based on input from City of Spring Hill staff, the installation of Wavetronix detectors at this intersection will provide the City with improved vehicle detection. The existing loop detectors should be abandoned and replaced with Wavetronix detectors.
- Based on input from City of Spring Hill staff, the installation of a new traffic signal controller will provide the City with improved signal system coordination and communications. The traffic signal controller at this intersection should be upgraded to the City of Spring Hill's current multi-phase controller standard.

Main Street at Bess Boulevard

- Improvements to this intersection are not recommended because it is bracketed by a signalized intersection to the north and south and there is good connectivity from Bess Boulevard to each of the signalized intersections. This intersection should remain unsignalized with the existing turn prohibitions in place.

Main Street at Belshire Way

- Based on input from City of Spring Hill staff, the installation of Wavetronix detectors at this intersection will provide the City with improved vehicle detection. The existing loop detectors should be abandoned and replaced with Wavetronix detectors.
- Based on input from City of Spring Hill staff, the installation of a new traffic signal controller will provide the City with improved signal system coordination and communications. The traffic signal controller at this intersection should be upgraded to the City of Spring Hill's current multi-phase controller standard.

Belshire Village Drive at Walmart Access

- No laneage or traffic control modifications are recommended at the intersection due to the impact of the Belshire Property.

Belshire Village Drive at Bess Boulevard

- The extension of Bess Boulevard into the Belshire Property should consist of three (3) lanes – one westbound lane for traffic entering the site, one eastbound left turn lane, and one eastbound combined through/right turn lane. The minimum storage length for the eastbound left turn lane should be 100 feet and the minimum lane width within 200 feet of Belshire Village Drive should be 11 feet.
- The existing pavement markings on Bess Boulevard and Belshire Village Way should be replaced when the Bess Boulevard extension to the Belshire Property is constructed. The length of the pavement marking replacement should be 160 feet to the north on Belshire Village Way, 150 feet to the south on Belshire Village Way, and 75 feet to the east on Bess Boulevard.
- The existing stop signs at this intersection should be replaced when the Bess Boulevard extension to the Belshire Property is constructed. The new stop signs should be mounted according to MUTCD height requirements and should include street name signs mounted to at least two (2) of the new stop signs.

Belshire Village Drive at Belshire Way

- No laneage or traffic control modifications are recommended at the intersection due to the impact of the Belshire Property.

Amacher Drive Cross-Connection

- The connection of Amacher Drive should not be opened to traffic until construction on the route between the existing terminus of Amacher Drive and the existing terminus of Bess Boulevard is complete.
- The extension of Amacher Drive should tie in to the existing terminus of Amacher Drive in a practical manner with appropriate transitions in the type of curb, gutter, and pavement section. The proposed sidewalks within the Belshire Property site should end at the site boundary and not continue onto the existing section of Amacher Drive.

Ryan Manners
Encompass Land Group
121 1st Ave South, Suite 220
Franklin, TN 37064

November 7, 2018

Mayor Rick Graham
Board of Mayor and Alderman
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

RE: Request to Board of Mayor and Alderman concerning Roadway Improvements and Roadway Impact Fee for Belshire Village.

Encompass Land Group, the developer of Belshire Village located along Highway 31 and Bess Boulevard, requests approval to receive a credit toward the Roadway Impact Fee associated with the project for constructing a capital improvement. The proposed improvement would include installation of Wavetronix vehicle detection equipment and new traffic signal controllers at the intersection of Main Street and Belshire Way and the intersection of Main Street at the Walmart Access. The proposed improvements will be completed in accordance to the city's standards and prior to the first occupancy within the project.

Traffic engineers at Ragan Smith have estimated costs for the proposed capital improvements at both intersections at \$85,000.00. Once the improvements are completed, we will provide the town with the contractor's pay request to determine the actual amount to be credited. In the event that the actual cost of the improvement is less than twice the roadway impact fee, then the city will split the cost 50/50. We are requesting a credit be applied to the Roadway Impact Fee of \$43,884.00, which should be the full amount of the fee per the Roadway Impact Fee schedule for Townhomes and Condos. The credit issued by the city would not exceed the total Roadway Impact Fee. Thank you for your consideration in this matter.

Sincerely,

Ryan Manners
Development and Acquisitions

EXHIBIT "B"