City of Franklin

109 3rd Ave S
Franklin, TN 37064
(615) 791-3217

Meeting Agenda

Work Session

Tuesday, March 8, 2022 | **5:00 PM** | **Board Room**

CALL TO ORDER

CITIZEN COMMENTS

Comments on agenda items may be made in person at City Hall or by emailing recorder@franklintn.gov before noon on the day of the meeting. Comments will be submitted for the record.

WORK SESSION DISCUSSION ITEMS

1. Consideration Of Special Event Permit For Bourbon And Bubbles Event Sponsored By iHeart Media On April 9, 2022 At The Park At Harlinsdale Farm, Partially Benefitting Friends Of Franklin Parks.

   Sponsors: Lisa Clayton, Milissa Reierson, Monique McCullough

2. Consideration Of Special Event Permit For Main Street Festival Sponsored By The Heritage Foundation In Downtown Franklin On April 23 - 24, 2022.

   Sponsors: Milissa Reierson, Monique McCullough

3. Consideration Of Special Event Permit For Pumpkinfest Sponsored By The Heritage Foundation In Downtown Franklin On October 29, 2022.

   Sponsors: Milissa Reierson, Monique McCullough

4. Consideration Of Special Event Permit For Dickens Of A Christmas Sponsored By The Heritage Foundation In Downtown Franklin On December 10 - 11, 2022.

   Sponsors: Milissa Reierson, Monique McCullough

5. *Consideration Of Ordinance 2022-02, An Ordinance To Rezone 0.09 Acres From Residential 6 (R6) District To Planned (PD 1,800) District For The Property Located North Of West Fowlkes Street And East Of Natchez Street, At 130 West Fowlkes Street (130 West Fowlkes Street PUD Subdivision).
   FMPC 2/24/22, 8-0

   Sponsors: Emily Wright, Amy Diaz-Barriga, Joseph Bryan

6. Consideration Of Resolution 2022-07, A Resolution Approving A Development Plan For 130 West Fowlkes Street PUD Subdivision, With 1 Modification Of Development Standards For Parking, For The Property Located North Of West Fowlkes Street And East Of Natchez Street, Located At 130 West Fowlkes Street. Establishing A Public Hearing For April 12, 2022.
   FMPC 2/24/22, 8-0
   MOS 8-0

   Sponsors: Emily Wright, Amy Diaz-Barriga, Joseph Bryan

7. Consideration Of Ordinance 2021-05, An Ordinance To Rezone 233.66 Acres From Agricultural (AG) District And Civic Institutional (CI) District To Planned (PD 2.02) District For Several Properties Located Near The Intersection Of Hillsboro Road And Mack Hatcher Memorial Parkway (Brownland Farm PUD Subdivision). Establishing A Public Hearing For April 26, 2022.
FMPC 6/24/21, Approval failed 3-4
WS 7/13/21
BOMA 8/10/21, 8-0; 9/14/21, 6-1 Approve and Defer Third Reading to10/12/21; 10/12/21, 8-0 Refer to Planning Commission
FMPC 2/24/22, 6-2 to Disapprove

   Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph

8. Consideration Of Resolution 2021-53, A Resolution Approving A Development Plan For Brownland Farm PUD Subdivision, For Several Properties Located Near The Intersection Of Hillsboro Road And Mack Hatcher Memorial Parkway. Establishing A Public Hearing For April 26, 2022.
FMPC 6/24/21, 4-3 to Disapprove
WS 7/14/21
BOMA 9/14/21, 7-0 Defer to 10/12/21; 10/12/21, 8-0 Refer to Planning Commission
FMPC 2/24/22, 7-1 to Disapprove

   Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph

9. Consideration Of COF Contract No. 2021-0045, Parkland Impact Fee And Construction Agreement Between The City Of Franklin And Miles River Partners, LLC Known As Brownland Farms.
WS 7/14/21
BOMA 9/14/21, 7-0 Defer to 10/12/21; 10/12/21, 8-0 to Refer to staff

   Sponsors: Lisa Clayton

10. Consideration Of Resolution 2022-03, A Resolution Initiating The Annexation Process And Draft Plan Of Services For 17.25 Acres, Located East Of Lewisburg Pike And South Of Goose Creek Bypass. Establishing A Public Hearing For April 12, 2022.

    Sponsors: Emily Wright, Amy Diaz-Barriga, Joseph Bryan

11. Consideration Of Resolution 2022-09, A Resolution Initiating The Annexation Process And Draft Plan Of Services, For The Annexation Of 2.07 Acres, Located At 517 Franklin Road. Establishing A Public Hearing For April 12, 2022.

    Sponsors: Emily Wright, Amy Diaz-Barriga, Joseph Bryan

12. *Consideration Of Amendment 3 To COF Contract No. 2020-0012, With Hazen And Sawyer For Evaluation Of Franklin's Southeastern Wastewater Capacity Clean Water Facility Site Investigation.

    Sponsors: Michelle Hatcher

13. Consideration Of COF Resolution 2022-18, A Resolution To Increase The Hourly Rate For Extra-Duty Police Officers And To Authorize The Chief Of Police To Allow The Use Of Patrol Cars For Extra-Duty Work.

    Sponsors: Deb Faulkner

14. Consideration Of COF Contract No. 2021-0196 With The Tennessee Department Of Environment & Conservation (TDEC) For The Volkswagen (VW) Medium And Large Trucks Grant Program.

Sponsors: Mark Hilty, Jack Tucker, Nate Ridley

15. *Consideration Of Resolution 2022-12, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Administrative Services Only For Group Health, Prescription Drug, And Vision Benefits For Employees And Retirees For A Term Of Award For The Human Resources Department (Purchasing Office Procurement Solicitation No. 2022-018).

    Sponsors: Kevin Townsel, Sara Sylvis

16. *Consideration Of Resolution 2022-13, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Administrative Services Only For Group Dental Benefits For Employees For A Term Of Award For The Human Resources Department (Purchasing Office Procurement Solicitation No. 2022-019).

    Sponsors: Kevin Townsel, Sara Sylvis

17. *Consideration Of Resolution 2022-14, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Group Term Life, Supplemental Life, Accidental Death & Dismemberment, And Long-Term Disability Benefits For Employees For A Term Of Award For The Human Resources Department (Purchasing Office Procurement Solicitation No. 2022-020).

    Sponsors: Kevin Townsel, Sara Sylvis

18. *Consideration Of Resolution 2022-16, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Employee Assistance Program Services For Employees For A Term Of Award For The Human Resources Department (Purchasing Office Procurement Solicitation No. 2022-004).

    Sponsors: Kevin Townsel, Sara Sylvis

19. Consideration Of COF Contract No. 2022-0025, With Dale, Hutto & Lyle, PLLC For Title Searches And Reports Used For City Of Franklin's Acquisition Of Real Estate By Voluntary Purchase And Eminent Domain.

    Sponsors: Shauna Billingsley

20. Consideration Of COF Contract No. 2022-0026, With Foreman Watson Holtrey, LLP For Title Searches And Reports Used For City Of Franklin's Acquisition Of Real Estate By Voluntary Purchase And Eminent Domain.

    Sponsors: Shauna Billingsley

21. Consideration Of The Draft Scope, Schedule, And Fee For The Schematic Design (Phase 2) For The New City Hall.
    WS 2/22/22

    Sponsors: Eric Stuckey, Vernon Gerth

22. Consideration Of Resolution 2021-184, A Resolution To Approve The New City Hall Master Plan.
    WS 2/22/22

    Sponsors: Eric Stuckey, Vernon Gerth

23. Presentation on the Proposed Water and Sewer Impact Fee.
    WS 2/22/22

Sponsors: Michelle Hatcher, Brian Goodwin

24. Presentation On An Honorary Street Naming Program.

Sponsors: Mark Hilty, Steve Grubb

OTHER BUSINESS

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.

OFFICE USE ONLY
Permit No:
_____

HISTORIC FRANKLIN TENNESSEE

City of Franklin
Special Event Permit Application

Application is Due 90 ***Days Prior*** *to Scheduled Event.*
Please read application carefully and fully complete each section.
A non-refundable application fee of $100 is due at time of filing.

Note: Filing this application does not guarantee that you request will be granted.

Please list all that apply:

- Festival/Fair

1. **Name/purpose of event:** Bourbon & Bubbles 2022
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed)***:**
   N/A
3. **Date or dates of event:** 4/9/22
4. **Start/End Times of Event:**
   4p - 8p

   What date/time will set-up begin? 4/8/2022 8:00 AM
   What date/time will tear-down be complete? 4/9/2022 11:00 PM
   **Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
5. **Time of Street Closure** *(if applicable):*
   N/A
6. **An estimated number expected to attend during the course of the event:**
   Spectators/Attendees: 2,300 Event Staff/Volunteers:200 Total:2,500
7. **Name of applicant and Organization Requesting Permit:**
   Candace Price - iHeartMedia Nashville
   a) Address: 55 Music Square West
   Nashville, TN 37203
   b) Phone: 6154569059 **c) Cell:** **d) Fax:**
   e) E-mail address: candaceprice@iheartmedia.com
8. **DETAILED description of event** *(use additional sheets)***:**
   2nd Annual Consumer Tasting Event with wine, beer and spirits to benefit Friends of Franklin Parks.

9. **ENCLOSE A DETAILED MAP** of event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. ***For large-scale events, map should be obtained from the Citys GIS division***

   Please detail any restricted parking areas on the event map.

   Event Map: Bourbon & Bubbles Fest Map example 2022.pptx

10. **Person in charge on day of event:** Candace Price
    Cell: 6154569059 **E-mail address:** candaceprice@iheartmedia.com

11. **Name and Cell Number of at least two others available on day of event:**
    Name: Chris Price **Cell:** 6157140269 **E-mail address:** c2price@msn.com
    Name: Caroline Hall **Cell:** 9018271724 **E-mail address:** carolineahall@iheartmedia.com

12. **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

    Administrative Contact List: Bourbon & Bubbles Fest Administrative List.docx

13. **Where is your organization based?** Nashville

14. **Is your organization authorized to do business in Tennessee?** Yes

15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** No
    IRS tax exemption letter:

16. **Will you charge an admission fee?** Yes
    Average admission fee: 59

17. **Will you charge a vendor particiation fee?** Yes
    Average vendor participaion fee? 500 +/-

18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**

19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** No

20. **Is this event a fundraiser?** Yes
    What organization will be the benefactor of event? Friends of Franklin Park
    What percentage of funds will they receive? 15%

21. **Will parking in the area of the event need to be restricted or prohibited?** No

22. **Will any sound amplification equipment be used during the event?** Yes

23. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.**

    ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.

    If you already have your insurance certificate, please upload it now. Otherwise your insurance certificate will need to be submitted before your event is approved.

    Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list**.
Food and Beverage mostly / possibly a regular tent for other businesses and photo booth.

25. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
Clean Up Plan and Provider: Clean up plan.docx

26. Events under 200 participants require a $250 refundable security deposit at the time of approval. For events over 200, a $1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE*: Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

27. **Will you require a temporary water tap?** No
If yes, please list exact locations:

28. **Will alcohol, beer, and/or wine be given away or sold?** Yes
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*

30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: Good neighbor letter 2022.docx
Good Nieghbor Letter Mailing List: BBF Vendor List TBD.docx

HISTORIC
FRANKLIN
TENNESSEE

Rules and Regulations

Please Read All Attachments Before Signing Application.

1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.

2) I/We do swear or affirm that all of the information given in this application is true and complete.

3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.

4) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.

5) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.

6) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.

7) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.

8) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.

9) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.

10) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: Candace Price, Event Director _____ Date: 1/10/22 _____

(Signature and title – must be officer of organization)

Approved by the Board of Mayor and Aldermen on _____, 20___.

_____

Dr. Ken Moore, Mayor

_____

Eric S. Stuckey, City Administrator

Return application to:

City Administrator's Office
City Hall
109 Third Ave South
Franklin, TN 37065
615-791-3217
615-790-0469 (FAX)

HISTORIC FRANKLIN TENNESSEE

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

- Any site-built platforms (stages) and/or bleachers

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.

HISTORIC FRANKLIN TENNESSEE

Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Candace Price - iHeartMedia Nashville
Event Name: Bourbon & Bubbles 2022
Event Date(s): 4/9/22

1. **Time amplification equipment will be used:** From: 4:00 PM To: 8:00 PM
2. **Exact locations sound amplification equipment will be used** *(i.e. stage located on Second Avenue). Provide map/layout if necessary.***:**
   One main stage in park by trees surrounding barn (same as last year). One man band at entrance playing acoustic as people enter.

   Sound Amplification Map: Bourbon & Bubbles Fest Map example 2022.pptx
3. **For what purpose will sound amplification be used?** *Please list all that apply*:
   - Announcements/Speeches
   - Band/Singers
   - Sound System
4. **Type of Amplifier:**
   - PA System
5. **Number of Amplifiers:** 2 **Number of Speakers:** 2 **Number of Performers:** 2
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**
   Name: Candace Price **Cell:** 615-456-9059 **E-Mail:** candaceprice@iheartmedia.com
   Name: Chris Price **Cell:** 615-714-0269 **E-Mail:** c2price@msn.com

Authorized Signature: Candace Price **Date:** 01/10/2022

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

Bourbon & Bubbles Fest Administrative Contact List

Candace Price – candaceprice@iheartmedia.com – 615-456-9059

Torrey Barnhill – torrey@friendsoffranklinparks.org – 615-406-9230

Emelie Harris – Emelie@freindsoffranklinparks.org –

Caroline Hall – carolinehall@iheartmedia.com – 901-827-1724


Bourbon & Bubbles
Sample Map
5/22/21
Music
Tasting Tent
Restrooms
Food
Entrance
Featured Tent
VIP Only
VIP Tent
VIP
GA
GA
VSW
HCS
L2D
Moody's
h2O
Cigars
D B
R S
O B
M C
The Pilgrimage Music & Cultural Festival
Temporarily closed


Bourbon & Bubbles
HISTORIC FRANKLIN TENNESSEE
L2D
HCS
VIP Only
VIP Tent
A
B
C
D
H2O
Moody's
Cigars
1
2
3
4
5
6
7
8
9
10
11
16
17
18
19
20
21
22
23
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25
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27
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29
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31
32
Tasting Tent
Food
Music
Restrooms
N
FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2022. All Rights Reserved.

Clean up plan TBD

January 10, 2022

To Whom it May Concern

This is a Good neighbor letter to inform you of an upcoming event at The Park at Harlinsdale Farm.

Bourbon & Bubbles Tasting Event

To Benefit The Friends of Franklin Parks

Saturday, April 9, 2022

4p-8p

Approximately 2,500 in attendance

No street closures are applicable.

Event Contact:

Candace Price

615-456-9059

candaceprice@iheartmedia.com

City Contact:

Monique McCullough

615-948-3205

Moniquem@franklintn.gov

Please contact Candace Price with any questions.

Thank you!

Candace Price

Date: February 3, 2022
Applicant: Candace Price
Project Title: Bourbon & Bubbles 2022
Project Address:

Open Issues: 3

FIRE-Special Event

General Issues

1. Question

curt.edelmann@franklintn.gov Is there a legend that goes along with the event map?

2. Tents

curt.edelmann@franklintn.gov Please provide information about the tents.

1. How large are the tents?
2. Will the tents be enclosed?
3. How will the tents be anchored?

Be advised of the following requirements:

1. Tents are located no closer than 20-feet to a building or other tent (zoning requirement; exceptions apply). **If A, B, C, and D are tents, they look like they're too close to the barn.**
2. Tents must be properly anchored. Tents 20-feet by 20-feet and larger must be anchored in accordance with manufacturer's instructions. Staking is preferred. If staking is not possible, concrete blocks are required. Water barrels are not permitted.
3. Tents 20-feet by 20-feet and larger must have at least one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer.
4. Tents 20-feet by 20-feet and larger must have a label or certificate showing that the tent fabric meets flammability standards.
5. Tents with sides are treated as buildings and must meet all the fire and life safety code requirements for buildings including exit signs, emergency lights, and adequate means of egress.
6. Pop-up vendor tents must have a minimum of 40-pounds of ballast on each pole.
7. Pop-up tents using open flames, such as, candles, portable heaters, torches, must have one ABC fire extinguisher that is fully charged.

[Edited By Curt Edelmann]

Sanitation and Environmental Services

General Issues

3. Solid Waste Service

nate.ridley@franklintn.gov	• How many volunteers will you have on site for clean-up? • What type of containers will you be using. Thanks, Nate

Staff Conditions:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. prior to event.
- Applicant will provide a $1,000 damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City as additional insured.

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers

Building & Neighborhood Services Department:

- Electrical permit will be required

Sanitation and Environmental Services Department:

- The Sanitation and Environmental Services department will provide dumpsters at a cost of $110 each.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents and mobile food vendors
- Stages and sound booths require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer.
- After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.

Parks Department:

- All coordinating regarding the event, including fees and pre-event site meetings, will be done with the Programming Division at the Parks Department.
- Any major changes to the event after approval, must be reviewed by the Special Events Advisory Team and the Department

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02965

DATE: February 21, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Milissa Reierson, Communications Manager
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Special Event Permit For Main Street Festival Sponsored By The Heritage Foundation In Downtown Franklin On April 23 - 24, 2022.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen concerning recommendations for the annual Main Street Festival event in Downtown Franklin.

BACKGROUND/STAFF COMMENTS:

The Heritage Foundation has requested a special event permit for their annual Main Street Festival for April 23rd – 24th.

- Arts & Crafts booths will be located down Main Street from 1st Avenue to 2nd Avenue
- Main Street from a 2nd Avenue to 1st Avenue will be an open area with art displays and dance performances
- Kids Zone will be located on 4th Avenue South
- Food Trucks will mainly be located on 3rd Avenue North

Set-up for the event begins on April 22nd. Event hours are 10 a.m. – 6 p.m. on both days.

FINANCIAL IMPACT:

The City partners with the Heritage foundation on this event in providing for overtime costs for City Staff. The Heritage Foundation pays for police officers for the event.

RECOMMENDATION:

Staff recommends approval with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, Kid Zone activities, etc. prior to event.
- Applicant will provide a $1,000 damage deposit to City prior to event.
- Applicant must notify Harpeth Square that there is no vehicle outlet from the hotel to Main Street during the event.
- Applicant will provide at least one portable restroom trailer to be available for attendees. City will provide water and electricity for the trailer.

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City as additional insured.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.

Streets Department:

- "No Parking after 3 p.m." signs will be placed along Main Street on Friday morning.
- "No parking" signs placed along Church Street on Friday, April 22nd.
- Main Street will close to traffic at 8 p.m. on Friday, April 22nd.
- "No parking" signs placed along Fourth Avenue South on Saturday, April 23rd. This area will be used for City vehicles only.
- Church Street Parking Lot will be closed for official vehicles.
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to provide security and traffic control for the event.
- Applicant has requested amplification on stages in the permitted area.
- Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Revenue Management:

- Applicant will provide a complete list of vendors to the City prior to the event.
- Permits from the Beer Board must be obtained for all locations on the street where beer will be served.
- Permit may be required from Tennessee Alcoholic Beverage Commission.

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

- Taps will be placed on hydrants at: Third Ave. North and Main Street at the Square

Fire Department:

- Applicant must secure tent permits.
- Applicant must adhere to requirements provided by the Fire Marshal’s office regarding tents and mobile food vendors

OFFICE USE ONLY
Permit No:
_____

HISTORIC FRANKLIN TENNESSEE

City of Franklin
Special Event Permit Application

Application is Due 90 ***Days Prior*** *to Scheduled Event.*
Please read application carefully and fully complete each section.
A non-refundable application fee of $100 is due at time of filing.

Note: Filing this application does not guarantee that you request will be granted.

Please list all that apply:

- Festival/Fair

1. **Name/purpose of event:** Main Street Festival
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed)*:
   Main Street from 1st to 5th

   3rd Ave from Church to Bridge

   4th Ave from Garage to Visitor Center

   Halinsdale Farm - for parking
3. **Date or dates of event:** 04/23/2022, 04/24/2022
4. **Start/End Times of Event:**
   Saturday, April 23, 2022; 10:00 AM 7:00 PM

   Sunday, April 24, 2022; 10:00 AM 6:00 PM

   What date/time will set-up begin? 4/22/2022 8:00 AM
   What date/time will tear-down be complete? 4/24/2022 8:30 PM
   **Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
5. **Time of Street Closure** *(if applicable):*
   Friday, April 22, 2022

   6:00am - Entire Quad Closes

   3:00pm - Parking Signs - No Parking After 3:00pm

   8:00pm - Remaining Festival Streets Closes

   OPENS:

   Sunday, April 24th at 9:00pm
6. **An estimated number expected to attend during the course of the event:**
   Spectators/Attendees: 100,000 Event Staff/Volunteers:80 Total:180

7. **Name of applicant and Organization Requesting Permit:**
   Jayme Smith - Heritage Foundation
   a) Address: Po Box 723
   Franklin, TN 37065
   b) Phone: 6155122552 **c) Cell:** **d) Fax:**
   e) E-mail address: jsmith@williamsonheritage.org

8. **DETAILED description of event** *(use additional sheets)***:**
   The Heritage Foundation of Williamson Countys Main Street Festival is a highly-anticipated, annual tradition held in the historic downtown of Franklin, Tennessee. Consistently listed among the top 20 events in the Southeast by the Southeast Tourism Society, the Main Street Festival attracts 120,000+ visitors annually to enjoy arts and crafts vendors, superb entertainment, great food & drink and fun for the entire family.

   We'll have several familiar activation/ themed areas.

   - Arts & Crafts booths will be located down Main Street from 1st Ave to the Public Square to 5th Avenue except for:
   - Our Spring Street activation will be located from either 4th and Main to the Public Square or from 1st Ave to 2nd Ave and will have a variety and engaging activity points. There will be no booths in this area.
   - Kids Zone will be located on 4th Ave S and will include activations with limited physical interaction and more prompted activities highlighted in our event app. This portion is be curated by Grace Chapel
   - Food Trucks and Tents Food Court will be located on 3rd Ave N and a few will be located at the beginning of the Public Square on. All food vendors are required to provide a COI with City of Franklin listed as an additional insured.
   - Possible Pet Area that features a place to refresh your pet along with pet vendors located along 3rd Avenue South and is easily accessible common area.
   - Community Partners will be designated in a space on 3rd Avenue S, allowing area nonprofits with incredible missions to have the opportunity to share their work with our patrons. Information about the organizations will also be highlighted on the event app to limit passing materials to guests.
   - Main Stage setup on Square on the corner of City Hall and Ruby Sunshine
   - Acoustic Stage setup on 4th and West Main or 2nd and Main and is being curated by Lipscomb University

   The goal with all of the areas is to space out areas of interest, allowing consumers with specific needs to easily identify where they want to go, shop / experience their favorite vendors and depart.

9. **ENCLOSE A DETAILED MAP** of event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. ***For large-scale events, map should be obtained from the Citys GIS division***

   Please detail any restricted parking areas on the event map.

   Event Map: MSF CoF Map.png

10. **Person in charge on day of event:** Jayme Smith
    Cell: 615-390-5325 **E-mail address:** jsmith@williamsonheritage.org

11. **Name and Cell Number of at least two others available on day of event:**
    Name: Julie Jackson **Cell:** 775-343-6660 **E-mail address:** jjackson@williamsonheritage.org
    Name: Meg Hershey **Cell:** 717-824-0436 **E-mail address:** mhershey@williamsonheritage.org

12. **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

    Administrative Contact List: Staff Extensions.pdf

13. **Where is your organization based?** Williamson County

14. **Is your organization authorized to do business in Tennessee?** Yes

15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
    IRS tax exemption letter: HF Tax Exempt Form.pdf
16. **Will you charge an admission fee?** No
    Average admission fee:
17. **Will you charge a vendor particiation fee?** Yes
    Average vendor participaion fee? 400
18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes
20. **Is this event a fundraiser?** Yes
    What organization will be the benefactor of event? Heritage Foundation
    What percentage of funds will they receive? 100
21. **Will parking in the area of the event need to be restricted or prohibited?** No
22. **Will any sound amplification equipment be used during the event?** Yes
23. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.**

    ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.

    If you already have your insurance certificate, please upload it now. Otherwise your insurance certificate will need to be submitted before your event is approved.

    Insurance Certificate:
24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list**.
    A combination of arts & craft vendors, food vendors, sponsors, community partners, etc

    Vendor list is not finalized.
25. **Will food, beverages, or merchandise be sold or given away?** Yes
    Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
    Clean Up Plan and Provider: Clean Up Plan.pdf
26. Events under 200 participants require a $250 refundable security deposit at the time of approval. For events over 200, a $1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE*: Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

27. **Will you require a temporary water tap?** Yes
If yes, please list exact locations:
3rd Avenue North and on the quad near Mellow Mushroom for usual food vendors

28. **Will alcohol, beer, and/or wine be given away or sold?** Yes
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*

30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: MSF Good Neighbor Letter 2022.pdf
Good Nieghbor Letter Mailing List: Festival_CoF RESIDENT_Mailing List.xlsx

HISTORIC
FRANKLIN
TENNESSEE

Rules and Regulations

Please Read All Attachments Before Signing Application.

1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.

2) I/We do swear or affirm that all of the information given in this application is true and complete.

3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.

4) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.

5) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.

6) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.

7) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.

8) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.

9) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.

10) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: _____ Director of Events Date: 1/24/2022
(Signature and title – must be officer of organization)

Approved by the Board of Mayor and Aldermen on _____, 20___.

_____
Dr. Ken Moore, Mayor

_____
Eric S. Stuckey, City Administrator

Return application to:

City Administrator's Office
City Hall
109 Third Ave South
Franklin, TN 37065
615-791-3217
615-790-0469 (FAX)

HISTORIC FRANKLIN TENNESSEE

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

- Any site-built platforms (stages) and/or bleachers
- Any electrical equipment or work utilizing in excess of 120 volts

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.

HISTORIC FRANKLIN TENNESSEE

Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Jayme Smith - Heritage Foundation
Event Name: Main Street Festival
Event Date(s): 04/23/2022, 04/24/2022

1. **Time amplification equipment will be used:** From: 10:00 AM To: 6:00 PM
2. **Exact locations sound amplification equipment will be used** *(i.e. stage located on Second Avenue). Provide map/layout if necessary.***:**
   Main Stage: Public Square

   Acoustic Stage: At 2nd and Main OR 4th and Main

   Sound Amplification Map: MSF CoF Map.png
3. **For what purpose will sound amplification be used?** *Please list all that apply*:
   - Announcements/Speeches
   - Band/Singers
   - Sound System
4. **Type of Amplifier:**
   - Fixed
   - PA System
5. **Number of Amplifiers:** TBD **Number of Speakers:** TBD **Number of Performers:** TBD
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**
   Name: Jayme Smith **Cell:** 6155918500 **E-Mail:** jsmith@williamsonheritage.org
   Name: Meg Hershey **Cell:** 717-824-0436 **E-Mail:** mhershey@williamsonheritage.org

Authorized Signature: Jayme Smith **Date:** 01/26/2022

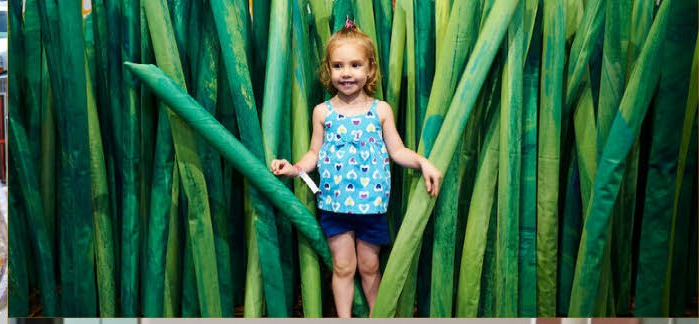
The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.


MAIN STREET FESTIVAL
HERITAGE FOUNDATION OF WILLIAMSON COUNTY, TN
Hosted by Downtown Franklin Association
PRESENTED BY FIRST HORIZON.
ROAD CLOSURE
ROAD CLOSURE
ROAD CLOSURE
ROAD CLOSURE
ROAD CLOSURE
ROAD CLOSURE
ROAD CLOSURE
FOOD TRUCKS
BOOTHS
KIDZONE
ARTS & CRAFT BOOTHS
ARTS & CRAFT BOOTHS
ARTS & CRAFT BOOTHS
SPRING STREET
Alley
Alley
Alley
Alley
Alley
SHUTTLE
SHUTTLE
STAGE LOCATIONS
2nd Ave N
1st Ave N
2nd Ave S
1st Ave S
Emily Ct
Church St











SPRING STREET MOOD BOARD













Photos from Main Street Festival 2021

Spring Street – Open Park

Spring Street/Art Block/ArtFest

The goal is to bring different art elements alive on Spring Street—to tie into overall theme of the Main Street Festival. Historically, the five main fine arts were painting, sculpture, architecture, music, and poetry with performing arts including theatre and dance. Although Spring Street won't focus on fine arts we will work to create a multifaceted art experience that includes many of the different art elements.

Sunrise Yoga Walk on Sunday

Our Sunrise Yoga Walk is an absolutely fantastic way to start the day! We'll center the mind and body as we take a brisk 2-mile walk throughout the most Downtown Franklin. Along the way, we'll stop to move through some restorative yoga poses and stretches (and take photos!). Finish the tour feeling refreshed, energized, and more knowledgeable about Downtown Franklin!

Yoga on the Grass

The world of Eric Carle comes to life in Spring Street. Bring your friends and family on an imaginary journey through classics of children's literature.

- Take photos with larger-than-life illustrations from the book, "eat your way" through foods from the book and spread your beautiful butterfly wings!

Partner with local schools to help create the art installations needed to bring this to life.

Book Readings of:

The Very Hungry Caterpillar

- Maybe have an actor (DDCT) lead groups of kids through the life size elements while telling the story.

Brown Bear, Brown Bear What Do You See?

- A theatrical book-reading with plenty of audience participation



Photos from Main Street Festival 2021

Spring Street – Open Park cont.

On St. Philip's Lawn
Yoga on the Lawn
Picnics
Ribbons hanging from the trees

Chalk Artist
Have some professional chalk artwork on the streets
Have the artist drawing it while the festival is happening
Order: Stanchions to protect the area

Collaborative Public Art Projects
Based on The Wildly-Popular "Before I Die" Project by Candy Chang, we will do a "I Remember When" Project.

- The idea is that viewers are presented with a piece of chalk and the opportunity for them to remember when. Made out of paint/plywood, and chalk — very durable, and also portable.

Confessions, by Candy Chang

- This one is very simple. The confessions look to be created on wood, which makes them more durable.

Street Chalk Art

- Have a few chalk art stations set up on the ground and encourage people to contribute to the chalk coloring/drawing

Cultural Dance Performances on the Street

Adding a couple **food, drink, and prepackaged food vendors** to this area.



Photos from Main Street Festival 2021

Spring Street – Open Park cont.

Large Weaving Station
Hands on approach for kids to learn weaving
Ribbons hanging from the trees around the church and the public square

Street Games chalk drawings of classic games like Hopscotch, Twister, etc
Corn hole on the grass at St Philip's
Tic Tac Toe and Checkerboards

Art Demonstrators
Painters
Sculptors

PetZone
Located in Landmark Parking Lot
Puppy Yoga
Williamson County Animal Shelter Trailer
Pet Vendors
Refresh stations for Pets (check on water source)

Acoustic Stage
Poetry readings
Monologue performance
Small performance artists: mime, modern dance, puppetry, etc

Roadblock - City of Franklin Fire Truck
See if we can do "Touch-a-Truck" with the city block on 1st and Main

MAIN STREET FESTIVAL
APRIL 23 - 24, 2022

HISTORIC FRANKLIN TENNESSEE

HWY 96 W
Bridge St
4th Ave N
3nd Ave N
Bridge St
2nd Ave N
1st Ave N
5th Ave N

FOOD TRUCKS
Alley
Alley
Alley
HF TENT CHECK-IN
BEER TENT
1 - 29
414 - 429
218 - 233
123 - 142
P1 - P41
SPRING STREET
1 - 29
401 - 413
201 - 217
101 - 122
KID ZONE
FIRST AID
Alley
Parking Garage
Old Court House
Parking Garage
Saint Philip's
City Hall
Incident Command
INCIDENT COMMAND & SWAT
Alley
301 - 323
5th Ave S
Church St
4th Ave S
3nd Ave S
2nd Ave S
Church St
1st Ave S

- Festival Headquarters
- Hydrants
- Rest Area
- Storm
- Tornado
- Police Car
- Fire Truck
- Shuttle Stop
- SES Truck
- Streets Truck
- Ambulance
- Moveable Barrier
- Stage
- Emergency Access
- Road Closed
- No Parking
- Harpeth River

Division

- 1
- 2
- 3
- 4

Note:
In the event of a severe storm, City Hall and the Parking Garages may be used as shelter.
Not for Tornado Shelters

Vendor Parking at Bicentennial Park.

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2022. All Rights Reserved.

HERITAGE FOUNDATION
WILLIAMSON COUNTY, TN

Work with the City of Franklin to coordinate the clean-up for all festivals including:

1. Clear communication to Sanitation Department
2. Clear communication and access to grease bins for food vendors
3. Clear communication to all other vendors

We will work to meet the needs and requirements set forth by the City of Franklin in the special planning sessions both before and after event application approval.

Thanks,

Jayme Smith
Director of Event Management
The Heritage Foundation of Williamson County
jsmith@williamsonheritage.org

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

HERITAGE FOUNDATION OF FRANKLIN &
WILLIAMSON
PO BOX 723
FRANKLIN TN 37065-0723

Effective Date: July 1, 2019
Expiration Date: June 30, 2023
Account No: 1000054936-SLC
Exemption No: 292191232
Facility Address:
209 E MAIN ST
FRANKLIN TN 37064-2517

Exempt Organizations or Institutions
Sales and Use Tax Certificate of Exemption

This organization or institution qualifies for the authority to make sales and use tax exempt purchases of goods and services that it will use, consume or give away.

This authorization for exemption is limited to sales made directly to the referenced organization. This exemption certificate may not be used for sales made to individuals paying with personal checks or personal debit or credit cards, even if the individual is a representative or employee of the organization and he or she will be reimbursed for the purchase. Sellers must refuse to accept the certificate when the sale is made to someone other than the organization.

This exemption certificate may not be used to make purchases without the payment of sales and use tax for other locations and may not be transferred to or used by any other person.

The Heritage Foundation — 112 Bridge St. Franklin, TN 37064
Seller's Name *Seller's Address (City & State)*

I, Miriam Wiggins, as an authorized representative of the taxpayer named above, affirm that the purchases qualify for the exemption and will be used at the location of the facility address referenced above. Under penalty of perjury, I affirm this to be a true and correct statement.

Miriam Wiggins — 8/9/19
Print Name of Authorized Representative *Signature of Authorized Representative* *Date*

The supplier must maintain a copy of this document as evidence of the sales tax exemption.

MAIN STREET FESTIVAL

HERITAGE FOUNDATION OF WILLIAMSON COUNTY, TN

Hosted by Downtown Franklin Association

April 1, 2022

Dear Neighbor,

The Heritage Foundation is excited to host the Main Street Festival to be held April 23rd and 24th in Downtown Franklin. This letter is to notify you of the event and to provide details about street closures, amplified entertainment, and other activities scheduled to take place that weekend.

Parking along Main Street between 1st and 5th Avenues will be restricted after 3 p.m. on Friday, April 22nd until Sunday, April 24th at 9:00pm.

Main Street will close to vehicle traffic at 8 p.m. and remain closed until 8 p.m. on Friday, December 10th. In addition, 3rd Avenue S. from Church Street to the Public Square, 3rd Avenue N. from the Public Square to Bridge Street, 4th Avenue S. from Main Street to the parking garage entrance, and 4th Avenue N. from Main Street to Bridget Street will be closed during the same time.

The festival will include more than 200 arts & crafts sellers, food vendors, children's activities, pet activities, and stage performances from dance and musical artists.

Specific festival elements will be located as follows:

- Arts & Crafts Booths
- Food Vendors
- Kids Zone
- Spring Street
- Main Stage
- Acoustic Stage
- Pet Area

The parking garages will remain open during the entire weekend, and a park & ride option with shuttle service will be offered from Harlinsdale Farm on Saturday and Sunday.

We are excited about the upcoming festival and hope you will be able to join us for the fun.

Sincerely,

Jayme Smith
Director of Event Management
The Heritage Foundation of Williamson County

HF STAFF EXTENSIONS

The LeHew Magid Big House for Historic Preservation
112 Bridge St, Franklin, TN 37064 // PO Box 723, Franklin, TN 37065
Main Office Line: 615-591-8500

110	Front Desk #1	Volunteers
111		
113	Steve Citerin	Assistant VP of Marketing & Communications
114	Rick Warwick**	County Historian
115	Bari Beasley	President & CEO
116	Christina Metzgar	Executive Assistant & Office Mgr
117	Wendy Dunavant	Chief Financial Officer
119	2nd fl. Conference Rm	
120	Meg Hershey	Chief Operating Officer
122	1st fl. Conference Rm	
123	Melissa Houck	Dir. of Development
124	Back Door	
126	Heather Kantor	Database and Volunteer Mgr
127	Front Desk #2	
128	Gerald Odom	Events & Finance Assistant
129		
130	Jayme Smith	Director of Event Management

Pioneer's Corner: 327 3rd Ave S

201	Rachael Finch	Sr Dir. of Preservation & Education
202	Blake Wintory	Dir. of Preservation
203	Jill Burgin	Dir of Advocacy & Gov. Relations

DFA/McPhail: 209 E. Main Street

301	Heidi Hood	Managing Dir. Of DFA

Franklin Grove/Preservation & Education
423 S. Margin Street, Franklin, TN 37064
615-472-8945 (Main Line)

Franklin Theatre
419 Main Street, Franklin, TN 37064
615-538-2076

Franklin Art Scene	Linda Childs franklinartscene@gmail.com
Visit Franklin	615-591-8514
Police Dept	615-794-2513
City of Franklin	615-791-3217
Friends of Franklin Parks	615-674-5388
Rick Warwick**	615-955-0778 (Cell) Email: rwarwick@historicfranklin.com

Date: February 16, 2022
Applicant: Jayme Smith
Project Title: Main Street Festival
Project Address:

Open Issues: 8

FIRE-Special Event

General Issues

1. Food Trucks

curt.edelmann@franklintn.gov

Food trucks must meet the following requirements:
1. Food trucks are spaced 10-feet apart
2.Food trucks with cooking operations require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer.
3.Food trucks with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer.
4.Food trucks using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer.
5.Food trucks using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals.
6. Only listed safety cans are used to dispense gasoline or other flammable liquids.
7. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service

2. Food Trucks

curt.edelmann@franklintn.gov	Three issues have come up with staging food trucks along 3rd Avenue North 1. Food trucks with propane tanks must be parked 10-feet from other trucks. 2. Trucks must be positioned a minimum of 10-feet from the edge of the alleys. If the beer garden vendor intends to park his / her truck next to the shoe store on the east side of the street, it may have to be the only vehicle parked between the alley and the square. 3. Many food trucks have exhaust fans projecting from the roof. These trucks will have to be positioned so the exhaust does not infringe into the trees. Unfortunately, until the trucks are on site, it's difficult to know just how to arrange them to meet spacing and clearance requirements. Event sponsors should leave enough wiggle room in their plans so they can rearrange trucks at the last minute. Event sponsors must have a minimum of one trained person on site at all times during load-in to arrange the trucks properly. [Edited By Curt Edelmann]

3. Mobile Food Vendors

curt.edelmann@franklintn.gov	Mobile food vendors must meet the following requirements: 1. Mobile food vendors with cooking operations require a minimum 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. 2.Mobile food vendors with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. 3.Mobile food vendors using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. 4.Mobile food vendors using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals. 5. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service.

4. Stages

curt.edelmann@franklintn.gov	Stages and sound booths require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.

5. Stages

curt.edelmann@franklintn.gov	Stages at street intersections, e.g., 4th Avenue and Main, 2nd Avenue and Main, must be located to provide a minimum 20-foot wide fire lane. The fire department prefers not to have a stage at 2nd Avenue. The department relies on 2nd Avenue for our access through downtown to respond to non-festival related emergencies.

6. Tents

curt.edelmann@franklintn.gov Tents must meet the following requirements.

1. Tents are located no closer than 20-feet to a building or other tent (zoning requirement; exceptions apply)
2. Tents must be properly anchored. Tents 20-feet by 20-feet and larger must be anchored in accordance with manufacturer's instructions. Staking is preferred. If staking is not possible, concrete blocks are required. Water barrels are not permitted.
3. Tents 20-feet by 20-feet and larger must have at least one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer.
4. Tents 20-feet by 20-feet and larger must have a label or certificate showing that the tent fabric meets flammability standards.
5. Tents with sides are treated as buildings and must meet all the fire and life safety code requirements for buildings including exit signs, emergency lights, and adequate means of egress.
6. Pop-up vendor tents must have a minimum of 40-pounds of ballast on each pole.
7. Pop-up tents using open flames, such as, candles, portable heaters, torches, must have one ABC fire extinguisher that is fully charged.

7. Tents

curt.edelmann@franklintn.gov During past events, some large tents did not have the required flammability labels. Where tents do not have the flammability label, the tent vendor must provide a certificate verifying the tent meets flammability standards.

Sanitation and Environmental Services

General Issues

8. Solid Waste Service

nate.ridley@franklintn.gov The Sanitation and Environmental Services will provide clean-up before, during and after the event. Additionally, we will maintain containers on the sidewalk and containers in the second avenue parking garage. We will provide the following:

(3) side loaders for traffic control.
(3) rear loaders for garbage collection.
(30-45) rollout containers.
(6-8) crew members for both days of the event.

Staff Conditions:

Staff recommends approval with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, Kid Zone activities, etc. prior to event.
- Applicant will provide a $1,000 damage deposit to City prior to event.
- Applicant must notify Harpeth Square that there is no vehicle outlet from the hotel to Main Street during the event.
- Applicant will provide at least one portable restroom trailer to be available for attendees. City will provide water and electricity for the trailer.

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City as additional insured.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.

Streets Department:

- "No Parking after 3 p.m." signs will be placed along Main Street on Friday morning.
- "No parking" signs placed along Church Street on Friday, April 22nd.
- Main Street will close to traffic at 8 p.m. on Friday, April 22nd.
- "No parking" signs placed along Fourth Avenue South on Saturday, April 23rd. This area will be used for City vehicles only.
- Church Street Parking Lot will be closed for official vehicles.
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to provide security and traffic control for the event.
- Applicant has requested amplification on stages in the permitted area.
  Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Revenue Management:

- Applicant will provide a complete list of vendors to the City prior to the event.
- Permits from the Beer Board must be obtained for all locations on the street where beer will be served.
- Permit may be required from Tennessee Alcoholic Beverage Commission.

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

- Taps will be placed on hydrants at:

- Third Ave N
- Main Street at the Square

Fire Department:

- Applicant must secure tent permits.
- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents and mobile food vendors

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02966

DATE: February 21, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Milissa Reierson, Communications Manager
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Special Event Permit For Pumpkinfest Sponsored By The Heritage Foundation In Downtown Franklin On October 29, 2022.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen concerning recommendations for the annual Pumpkinfest event in Downtown Franklin.

BACKGROUND/STAFF COMMENTS:

The Heritage Foundation has requested a special event permit for their annual Pumpkinfest on October 29, 2022. The event consists of entertainment, a kids' area, and arts & crafts. They anticipate more than 65,000 attendees. Set-up for the event begins on October 28th. Event hours are 10 a.m. – 6 p.m.

FINANCIAL IMPACT:

The City partners with the Heritage foundation on this event in providing for overtime costs for City Staff. The Heritage Foundation pays for police officers for the event.

RECOMMENDATION:

Staff recommends approval with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, Kid Zone activities, etc. prior to event.
- Applicant will provide a $1,000 damage deposit to City prior to event.
- Applicant must notify Harpeth Square that there is no vehicle outlet from the hotel to Main Street during the event.

- Applicant will provide at least one portable restroom trailer to be available for attendees. City will provide water and electricity for the trailer.

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City as additional insured.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.

Streets Department:

- "No Parking after 3 p.m." signs will be placed along Main Street on Friday morning.
- "No parking" signs placed along Church Street on Friday morning.
- Main Street will close to traffic at 8 p.m. on Friday, October 28th.
- "No parking" signs placed along Fourth Avenue South on Saturday, October 29th. This area will be used for City vehicles only.
- Church Street Parking Lot will be closed for official vehicles.
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to provide security and traffic control for the event.
- Applicant has requested amplification on stages in the permitted area.

Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Revenue Management:

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- Permits from the Beer Board must be obtained for all locations on the street where beer will be served.
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Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

- Taps will be placed on hydrants at:

- Third Ave N
- Main Street at the Square

Fire Department:

- Applicant must secure tent permits.
- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents and mobile food vendors

OFFICE USE ONLY
Permit No:
_____

HISTORIC FRANKLIN TENNESSEE

City of Franklin
Special Event Permit Application

Application is Due 90 ***Days Prior*** *to Scheduled Event.*
Please read application carefully and fully complete each section.
A non-refundable application fee of $100 is due at time of filing.

Note: Filing this application does not guarantee that you request will be granted.

Please list all that apply:

- Festival/Fair

1. **Name/purpose of event:** PumpkinFest
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed)*:
   Main Street from 1st to 5th

   3rd Ave from Church to Bridge

   4th Ave from Garage to Visitor Center

   Halinsdale Farm - for parking
3. **Date or dates of event:** 10/29/2022
4. **Start/End Times of Event:**
   Saturday, October 29, 2022; 10:00 AM 6:00 PM

   What date/time will set-up begin? 10/28/2022 8:00 AM
   What date/time will tear-down be complete? 10/22/2022 8:30 PM
   **Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
5. **Time of Street Closure** *(if applicable):*
   Friday, October 28, 2022

   6:00am - Entire Quad Closes

   3:00pm - Parking Signs - No Parking After 3:00pm

   8:00pm - Remaining Festival Streets Closes

   OPENS:

   Saturday, October 29th at 9:00pm
6. **An estimated number expected to attend during the course of the event:**
   Spectators/Attendees: 65,000 Event Staff/Volunteers:80 Total:65,080

7. **Name of applicant and Organization Requesting Permit:**
   Jayme Smith - Heritage Foundation
   a) Address: Po Box 723
   Franklin, TN 37065
   b) Phone: 6155122552 **c) Cell:** **d) Fax:**
   e) E-mail address: jsmith@williamsonheritage.org

8. **DETAILED description of event** *(use additional sheets)*:
   The Heritage Foundation of Williamson Countys Pumpkinfest is Middle Tennessees largest family fall festival that returns on Saturday, October 29, 2022. With more than 65,000 people in attendance in 2019, the festival stretches along Main Street and its side avenues in downtown Franklin and offers tons of festive fun for people of all ages!

   Join us for a full day of autumn-inspired food and drink, childrens activities, live music, costume contests for pets and families, and outstanding arts & crafts featuring seasonal and specialty gift items.

   We'll have several familiar activation/ themed areas.

   - Arts & Crafts booths will be located down Main Street from 1st Ave to the Public Square to 5th Avenue except for:
   - Our Autumn Alley activation will be located from either 4th and Main to the Public Square and will have a variety and engaging activity points. There will be no booths in this area.
   - Kids Zone will be located on 4th Ave S and will include activations with limited physical interaction and more prompted activities highlighted in our event app. This portion is be curated by Grace Chapel
   - Food Trucks and Tents Food Court will be located on 3rd Ave N and a few will be located at the beginning of the Public Square on. All food vendors are required to provide a COI with City of Franklin listed as an additional insured.
   - Possible Pet Area that features a place to refresh your pet along with pet vendors located along 3rd Avenue South and is easily accessible common area.
   - Community Partners will be designated in a space on 3rd Avenue S, allowing area nonprofits with incredible missions to have the opportunity to share their work with our patrons. Information about the organizations will also be highlighted on the event app to limit passing materials to guests.
   - Possible "EndZone Activation" to show football games
   - Main Stage setup on Square on the corner of City Hall and Ruby Sunshine
   - Acoustic Stage setup on 4th and West Main or 2nd and Main and is being curated by Lipscomb University

   The goal with all of the areas is to space out areas of interest, allowing consumers with specific needs to easily identify where they want to go, shop / experience their favorite vendors and depart.

9. **ENCLOSE A DETAILED MAP** of event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. ***For large-scale events, map should be obtained from the Citys GIS division***

   Please detail any restricted parking areas on the event map.

   Event Map: Pfest CoF Map.png

10. **Person in charge on day of event:** Jayme Smith
    Cell: 615-390-5325 **E-mail address:** jsmith@williamsonheritage.org

11. **Name and Cell Number of at least two others available on day of event:**
    Name: Julie Jackson **Cell:** 775-343-6660 **E-mail address:** jjackson@williamsonheritage.org
    Name: Meg Hershey **Cell:** 717-824-0436 **E-mail address:** mhershey@williamsonheritage.org

12. **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

    Administrative Contact List: Staff Extensions.pdf

13. **Where is your organization based?** Williamson County
14. **Is your organization authorized to do business in Tennessee?** Yes
15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
    IRS tax exemption letter: HF Tax Exempt Form.pdf
16. **Will you charge an admission fee?** No
    Average admission fee:
17. **Will you charge a vendor particiation fee?** Yes
    Average vendor participaion fee? 300
18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes
20. **Is this event a fundraiser?** Yes
    What organization will be the benefactor of event? Heritage Foundation
    What percentage of funds will they receive? 100
21. **Will parking in the area of the event need to be restricted or prohibited?** No
22. **Will any sound amplification equipment be used during the event?** Yes
23. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.**

    ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.

    If you already have your insurance certificate, please upload it now. Otherwise your insurance certificate will need to be submitted before your event is approved.

    Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list**.
    A combination of arts & craft vendors, food vendors, sponsors, community partners, etc

    Vendor list is not finalized.

25. **Will food, beverages, or merchandise be sold or given away?** Yes
    Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
    Clean Up Plan and Provider: Clean Up Plan.pdf

26. Events under 200 participants require a $250 refundable security deposit at the time of approval. For events over 200, a $1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE*: Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

27. **Will you require a temporary water tap?** Yes
If yes, please list exact locations:
3rd Avenue North and on the quad near Mellow Mushroom for usual food vendors

28. **Will alcohol, beer, and/or wine be given away or sold?** Yes
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*

30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: Pfest Good Neighbor Letter 2022.pdf
Good Nieghbor Letter Mailing List: Festival_CoF RESIDENT_Mailing List.xlsx

HISTORIC
FRANKLIN
TENNESSEE

Rules and Regulations

Please Read All Attachments Before Signing Application.

1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.

2) I/We do swear or affirm that all of the information given in this application is true and complete.

3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.

4) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.

5) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.

6) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.

7) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.

8) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.

9) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.

10) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: _____ Director of Events Date: 1/26/2022
(Signature and title – must be officer of organization)

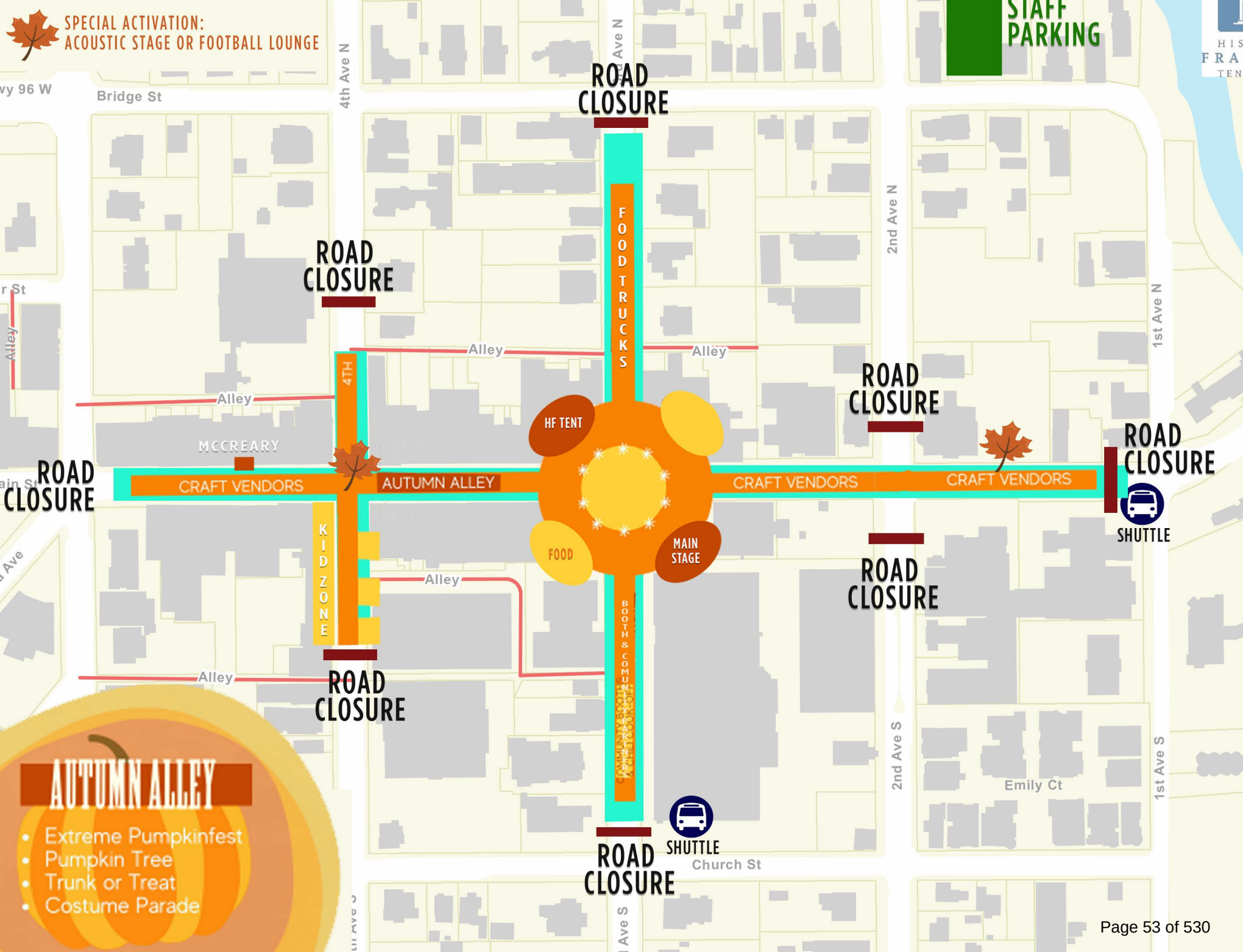
Approved by the Board of Mayor and Aldermen on _____, 20____.

_____
Dr. Ken Moore, Mayor

_____
Eric S. Stuckey, City Administrator

Return application to:

City Administrator's Office
City Hall
109 Third Ave South
Franklin, TN 37065
615-791-3217
615-790-0469 (FAX)


SPECIAL ACTIVATION:
ACOUSTIC STAGE OR FOOTBALL LOUNGE
STAFF PARKING
Bridge St
4th Ave N
2nd Ave N
1st Ave N
ROAD CLOSURE
ROAD CLOSURE
ROAD CLOSURE
ROAD CLOSURE
ROAD CLOSURE
ROAD CLOSURE
ROAD CLOSURE
FOOD TRUCKS
Alley
Alley
Alley
Alley
Alley
4TH
MCCREARY
CRAFT VENDORS
AUTUMN ALLEY
CRAFT VENDORS
CRAFT VENDORS
HF TENT
FOOD
MAIN STAGE
KID ZONE
BOOTH & COMMUNITY BOOTHS
SHUTTLE
SHUTTLE
2nd Ave S
1st Ave S
Emily Ct
Church St
AUTUMN ALLEY
Extreme Pumpkinfest
Pumpkin Tree
Trunk or Treat
Costume Parade

Pumpkin Fest

HISTORIC FRANKLIN TENNESSEE 1799

HWY 96 W
Bridge St
4th Ave N
3nd Ave N
2nd Ave N
1st Ave N
5th Ave N
Vendor Check-in & Parking
112
FOOD TRUCKS
Alley
MCCREARY'S
401 - 427
STAGE
AUTUMN ALLEY
TENTS OR CHILI ALT.
HF TENT
PS 1 - 37
CHILI & BEER
201 - 219
Football Lounge
101 - 121
444 - 428
Kid Zone
FOOD
238 - 220
142 - 122
Parking Garage
Old Court House
City Hall
Saint Philip's
825 - 848
INCIDENT COMMAND
Church St
5th Ave S
4th Ave S
3nd Ave S
2nd Ave S
1st Ave S

Fire Truck
Storm
Officer
Police Car
Shuttle Stop
SES Truck
Street Truck
Lieper's Fork Distillery
Hydrants
Hydrant Tap
Moveable Barrier
Harpeth River
Emergency Access
Road Closed
No Parking

Division
1
2
3
4

Note:
In the event of a severe storm, City Hall and the Parking Garages may be used as shelter.
Not for Tornado Shelters

Patient Collection Points are located at:
3rd Ave S & Church St
2nd Ave & E Main St

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright© 2022. All Rights Reserved.











AUTUMN ALLEY MOOD BOARD















Photos from Main Street Festival 2021

Autumn Alley

Extreme Pumpkin Carving

Great Pumpkin with Sister City

Pumpkin Tree pictured here

Lounge areas created with hay bales, pillows, and quilts

Street games with corn hole, tic tac toe, and checkers

Schoolyard **Scarecrow Contest**

Street vendors like Hot Apple Cider, Nuts, etc – Not tented

Acoustic stage setup on the corner of 4th and Main

Street performances by the Flat Creek Dancers

Costume parades for people and pets. March through Autumn Alley to get to the Main Stage for the contest.

Pennant flags going across Autumn Alley

PUMPKINFEST

HERITAGE FOUNDATION OF WILLIAMSON COUNTY, TN

Hosted by Downtown Franklin Association

October 1, 2022

Dear Neighbor,

The Heritage Foundation is excited to host the PumpkinFest to be held October 29th in Downtown Franklin. This letter is to notify you of the event and to provide details about street closures, amplified entertainment, and other activities scheduled to take place that weekend.

Parking along Main Street between 1st and 5th Avenues will be restricted after 3 p.m. on Friday, October 28th until Saturday, October 29th at 9:00pm.

Main Street will close to vehicle traffic at 8 p.m. and remain closed until 8 p.m. on Friday, December 10th. In addition, 3rd Avenue S. from Church Street to the Public Square, 3rd Avenue N. from the Public Square to Bridge Street, 4th Avenue S. from Main Street to the parking garage entrance, and 4th Avenue N. from Main Street to Bridget Street will be closed during the same time.

The festival will include more than 200 arts & crafts sellers, food vendors, children's activities, pet activities, and stage performances from dance and musical artists.

Specific festival elements will be located as follows:

- Arts & Crafts Booths
- Food Vendors
- Kids Zone
- Autumn Alley
- Pumpkin Carving
- Sister Cities Great Pumpkin
- Main Stage
- Acoustic Stage

The parking garages will remain open during the entire weekend, and a park & ride option with shuttle service will be offered from Harlinsdale Farm on Saturday and Sunday.

We are excited about the upcoming festival and hope you will be able to join us for the fun.

Sincerely,

Jayme Smith
Director of Event Management
The Heritage Foundation of Williamson County

HISTORIC FRANKLIN TENNESSEE

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

- Any site-built platforms (stages) and/or bleachers
- Any electrical equipment or work utilizing in excess of 120 volts

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.

HISTORIC FRANKLIN TENNESSEE

Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Jayme Smith - Heritage Foundation
Event Name: PumpkinFest
Event Date(s): 10/29/2022

1. **Time amplification equipment will be used:** From: 10:00 AM To: 6:00 PM
2. **Exact locations sound amplification equipment will be used** *(i.e. stage located on Second Avenue). Provide map/layout if necessary.*:
   Main Stage: Public Square

   Acoustic Stage: At 2nd and Main OR 4th and Main

   Sound Amplification Map: Pfest CoF Map.png
3. **For what purpose will sound amplification be used?** *Please list all that apply*:
   - Announcements/Speeches
   - Band/Singers
   - Sound System
4. **Type of Amplifier:**
   - Fixed
   - PA System
5. **Number of Amplifiers:** TBD **Number of Speakers:** TBD **Number of Performers:** TBD
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**
   Name: Jayme Smith **Cell:** 6155918500 **E-Mail:** jsmith@williamsonheritage.org
   Name: Meg Hershey **Cell:** 717-824-0436 **E-Mail:** mhershey@williamsonheritage.org

Authorized Signature: Jayme Smith **Date:** 01/26/2022

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

HERITAGE FOUNDATION OF FRANKLIN & WILLIAMSON
PO BOX 723
FRANKLIN TN 37065-0723

Effective Date: July 1, 2019
Expiration Date: June 30, 2023
Account No: 1000054936-SLC
Exemption No: 292191232
Facility Address:
209 E MAIN ST
FRANKLIN TN 37064-2517

Exempt Organizations or Institutions
Sales and Use Tax Certificate of Exemption

This organization or institution qualifies for the authority to make sales and use tax exempt purchases of goods and services that it will use, consume or give away.

This authorization for exemption is limited to sales made directly to the referenced organization. This exemption certificate may not be used for sales made to individuals paying with personal checks or personal debit or credit cards, even if the individual is a representative or employee of the organization and he or she will be reimbursed for the purchase. Sellers must refuse to accept the certificate when the sale is made to someone other than the organization.

This exemption certificate may not be used to make purchases without the payment of sales and use tax for other locations and may not be transferred to or used by any other person.

The Heritage Foundation — 112 Bridge St. Franklin, TN 37064
Seller's Name *Seller's Address (City & State)*

I, Miriam Wiggins, as an authorized representative of the taxpayer named above, affirm that the purchases qualify for the exemption and will be used at the location of the facility address referenced above. Under penalty of perjury, I affirm this to be a true and correct statement.

Miriam Wiggins — 8/9/19
Print Name of Authorized Representative *Signature of Authorized Representative* *Date*

The supplier must maintain a copy of this document as evidence of the sales tax exemption.

Date: February 16, 2022
Applicant: Jayme Smith
Project Title: PumpkinFest
Project Address:

Open Issues: 8

FIRE-Special Event

General Issues

1. Food Trucks

curt.edelmann@franklintn.gov	Food trucks must meet the following requirements: 1. Food trucks are spaced 10-feet apart 2.Food trucks with cooking operations require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. 3.Food trucks with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. 4.Food trucks using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. 5.Food trucks using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals. 6. Only listed safety cans are used to dispense gasoline or other flammable liquids. 7. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service

2. Food Trucks

curt.edelmann@franklintn.gov	Three issues have come up with staging food trucks along 3rd Avenue North 1. Food trucks with propane tanks must be parked 10-feet from other trucks. 2. Trucks must be positioned a minimum of 10-feet from the edge of the alleys. If the beer garden vendor intends to park his / her truck next to the shoe store on the east side of the street, it may have to be the only vehicle parked between the alley and the square. 3. Many food trucks have exhaust fans projecting from the roof. These trucks will have to be positioned so the exhaust does not infringe into the trees. Unfortunately, until the trucks are on site, it's difficult to know just how to arrange them to meet spacing and clearance requirements. Event sponsors should leave enough wiggle room in their plans so they can rearrange trucks at the last minute. Event sponsors must have a minimum of one trained person on site at all times during load-in to arrange the trucks properly.

3. Mobile Food Vendors

curt.edelmann@franklintn.gov	Mobile food vendors must meet the following requirements: 1. Mobile food vendors with cooking operations require a minimum 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. 2.Mobile food vendors with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. 3.Mobile food vendors using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. 4.Mobile food vendors using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals. 5. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service.

4. Tents

curt.edelmann@franklintn.gov	During past events, some large tents did not have the required flammability labels. Where tents do not have the flammability label, the tent vendor must provide a certificate verifying the tent meets flammability standards.

5. Stages

curt.edelmann@franklintn.gov	Stages and sound booths require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.

6. Stages

curt.edelmann@franklintn.gov Stages at street intersections, e.g., 4th Avenue and Main, 2nd Avenue and Main, must be located to provide a minimum 20-foot wide fire lane.

The fire department prefers not to have a stage at 2nd Avenue. The department relies on 2nd Avenue for our access through downtown to respond to non-festival related emergencies.

The drawing did not show anything at 2nd Ave and Main, but there is a note in the application saying there may be a stage there.

7. Tents

curt.edelmann@franklintn.gov During past events, some large tents did not have the required flammability labels. Where tents do not have the flammability label, the tent vendor must provide a certificate verifying the tent meets flammability standards.

Sanitation and Environmental Services

General Issues

8. Solid Waste Service

nate.ridley@franklintn.gov Sanitation and Environmental Services will be responsible for maintaining the garbage containers before, during and after the event. We will provide the following:

- **(3) side loaders for traffic control**
- **(3) rear loaders for garbage**
- **(45-50) rollout containers**
- **(6-8) crew members**
- **5 recycling containers around square**

[Edited By Bobby Sullivan]

Staff Conditions:

Staff recommends approval with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, Kid Zone activities, etc. prior to event.
- Applicant will provide a $1,000 damage deposit to City prior to event.
- Applicant must notify Harpeth Square that there is no vehicle outlet from the hotel to Main Street during the event.
- Applicant will provide at least one portable restroom trailer to be available for attendees. City will provide water and electricity for the trailer.

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City as additional insured.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.

Streets Department:

- "No Parking after 3 p.m." signs will be placed along Main Street on Friday morning.
- "No parking" signs placed along Church Street on Friday morning.
- Main Street will close to traffic at 8 p.m. on Friday, October 28th.
- "No parking" signs placed along Fourth Avenue South on Saturday, October 29th. This area will be used for City vehicles only.
- Church Street Parking Lot will be closed for official vehicles.
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to provide security and traffic control for the event.
- Applicant has requested amplification on stages in the the permitted area.
  Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Revenue Management:

- Applicant will provide a complete list of vendors to the City prior to the event.
- Permits from the Beer Board must be obtained for all locations on the street where beer will be served.
- Permit may be required from Tennessee Alcoholic Beverage Commission.

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

- Taps will be placed on hydrants at:
    - Third Ave N
    - Main Street at the Square

Fire Department:

- Applicant must secure tent permits.
- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents and mobile food vendors

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02967

DATE: February 21, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Milissa Reierson, Communications Manager
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Special Event Permit For Dickens Of A Christmas Sponsored By The Heritage Foundation In Downtown Franklin On December 10 - 11, 2022.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen concerning recommendations for the annual Dickens of a Christmas event in Downtown Franklin.

BACKGROUND/STAFF COMMENTS:

The Heritage Foundation has requested a special event permit for their annual Dickens of a Christmas on December 10 - 11, 2022. The event consists of entertainment and arts & crafts. They anticipate more than 100,000 attendees. Set-up for the event begins on December 9th. Event hours are 10 a.m. – 6 p.m. on Saturday and 11 a.m. – 5 p.m. on Sunday.

FINANCIAL IMPACT:

The City partners with the Heritage foundation on this event in providing for overtime costs for City Staff. The Heritage Foundation pays for police officers for the event.

RECOMMENDATION:

Staff recommends approval with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. prior to event.
- Applicant will provide a $1,000 damage deposit to City prior to event.
- Applicant must notify Harpeth Square that there is no vehicle outlet from the hotel to Main Street during the event.

- Applicant will provide at least one portable restroom trailer to be available for attendees. City will provide water and electricity for the trailer.

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City as additional insured.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.

Streets Department:

- "No Parking after 3 p.m." signs will be placed along Main Street on Friday morning.
- "No parking" signs placed along Church Street on Friday morning.
- Main Street will close to traffic at 8 p.m. on Friday, December 9th.
- "No parking" signs placed along Fourth Avenue South on Saturday. This area will be used for City vehicles only.
- Church Street Parking Lot will be closed for official vehicles.
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to provide security and traffic control for the event.
- Applicant has requested amplification on stages in the the permitted area.

Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Revenue Management:

- Applicant will provide a complete list of vendors to the City prior to the event.
- Permits from the Beer Board must be obtained for all locations on the street where beer will be served.
- Permit may be required from Tennessee Alcoholic Beverage Commission.

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

- Taps will be placed on hydrants at:
    - Third Ave N
    - Main Street at the Square

Fire Department:

- Applicant must secure tent permits.
- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents and mobile food vendors

OFFICE USE ONLY
Permit No:
_____

HISTORIC FRANKLIN TENNESSEE

City of Franklin
Special Event Permit Application

Application is Due 90 ***Days Prior*** *to Scheduled Event.*
Please read application carefully and fully complete each section.
A non-refundable application fee of $100 is due at time of filing.

Note: Filing this application does not guarantee that you request will be granted.

Please list all that apply:

- Festival/Fair

1. **Name/purpose of event:** Dickens of a Christmas
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed)*:
   Main Street from 1st to 5th

   3rd Ave from Church to Bridge

   4th Ave from Garage to Visitor Center

   Halinsdale Farm - for parking
3. **Date or dates of event:** 12/10/2022, 12/11/2022
4. **Start/End Times of Event:**
   Saturday, Dec. 10, 2022; 10:00 AM 6:00 PM

   Sunday, Dec. 11, 2022; 11:00 AM 5:00 PM

   What date/time will set-up begin? 12/9/2022 8:00 AM
   What date/time will tear-down be complete? 12/11/2022 8:00 PM
   **Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
5. **Time of Street Closure** *(if applicable):*
   Friday, December 9th

   6:00am - Entire Quad Closes

   3:00pm - Parking Signs - No Parking After 3:00pm

   8:00pm - Remaining Festival Streets Closes

   OPENS:

   Sunday, December 11th at 9:00pm
6. **An estimated number expected to attend during the course of the event:**
   Spectators/Attendees: 100,000 Event Staff/Volunteers:80 Total:100,080

7. **Name of applicant and Organization Requesting Permit:**
   Jayme Smith - Heritage Foundation
   a) Address: Po Box 723
   Franklin, TN 37065
   b) Phone: 6155122552 **c) Cell:** **d) Fax:**
   e) E-mail address: jsmith@williamsonheritage.org

8. **DETAILED description of event** *(use additional sheets)*:
   The Heritage Foundation of Williamson County, TN's 37th Annual Dickens of a Christmas is historic downtown Franklin, Tennessee's annual Victorian-themed street festival. This unique holiday event features costumed carolers and characters from Charles Dickens stories strolling the streets, seasonal food and treats, demonstrators, and an art and craft show throughout the downtown footprint. The celebration typically attracts 100,000+ visitors over the course of the weekend.

   The festival recreates the time of Charles Dickens using historic downtown Franklins charming architecture as the backdrop. A variety of musicians, dancers and Dickens characters will fill the streets. Expect to see and interact with the nefarious Fagin from Oliver Twist; Jacob Marley, Ebenezer Scrooge, Tiny Tim and the rest of the Cratchit family from A Christmas Carol; and of course, a Victorian Father and Mother Christmas with treats for children.

   The event is hosted by the Downtown Franklin Association - A Division of the Heritage Foundation. Dickens of a Christmas and our two other signature events (Main Street Festival and Pumpkinfest), serve our mission and foster economic vitality for local businesses and visiting vendors, while creating beloved community events that enrich and preserve the historic charm and enduring spirit of our town.

   --

   Consistently listed among the top 20 events in the Southeast by the Southeast Tourism Society.

   We'll have several familiar activation/ themed areas.

   - Arts & Crafts booths will be located down Main Street from 1st Ave to the Public Square to 5th Avenue except for: Victorian Village
   - Victorian Village will be located in 300s and in 400s Blocks (from Franklin Theatre to Carmichael and Avec Moi to Hester & Cook) and will have a variety and engaging activity points. There will be no booths in this area.
   - Kids Zone will be located on 4th Ave S or on 3rd Ave S and will include activations with limited physical interaction and more prompted activities highlighted in our event app. This portion is be curated by Grace Chapel
   - Food Trucks and Tents Food Court will be located on 3rd Ave N and a few will be located at the beginning of the Public Square on E Main Street. All food vendors are required to provide a COI with City of Franklin listed as an additional insured.
   - Community Partners will be designated in a space on 3rd Avenue S, allowing area nonprofits with incredible missions to have the opportunity to share their work with our patrons. Information about the organizations will also be highlighted on the event app to limit passing materials to guests.
   - Main Stage setup on Square on the corner of City Hall and Ruby Sunshine
   - Acoustic Stage setup on 4th and Main or 2nd and Main and is being curated by Lipscomb University

   The goal with all of the areas is to space out areas of interest, allowing consumers with specific needs to easily identify where they want to go, shop / experience their favorite vendors and depart.

9. **ENCLOSE A DETAILED MAP** of event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. ***For large-scale events, map should be obtained from the Citys GIS division***

   Please detail any restricted parking areas on the event map.

   Event Map: Dickens CoF Map.png

10. **Person in charge on day of event:** Jayme Smith
    Cell: 615-390-5325 **E-mail address:** jsmith@williamsonheritage.org

11. **Name and Cell Number of at least two others available on day of event:**
    Name: Julie Jackson **Cell:** 775-343-6660 **E-mail address:** jjackson@williamsonheritage.org
    Name: Meg Hershey **Cell:** 717-824-0436 **E-mail address:** mhershey@williamsonheritage.org

12. **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

    Administrative Contact List: Staff Extensions.pdf

13. **Where is your organization based?** Williamson County

14. **Is your organization authorized to do business in Tennessee?** Yes

15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
    IRS tax exemption letter: HF Tax Exempt Form.pdf

16. **Will you charge an admission fee?** No
    Average admission fee:

17. **Will you charge a vendor particiation fee?** Yes
    Average vendor participaion fee? 400

18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**

19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes

20. **Is this event a fundraiser?** Yes
    What organization will be the benefactor of event? Heritage Foundation
    What percentage of funds will they receive? 100

21. **Will parking in the area of the event need to be restricted or prohibited?** No

22. **Will any sound amplification equipment be used during the event?** Yes

23. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.**

    ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.

    If you already have your insurance certificate, please upload it now. Otherwise your insurance certificate will need to be submitted before your event is approved.

    Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list**.
    A combination of arts & craft vendors, food vendors, sponsors, community partners, etc

    Vendor list is not finalized.

25. **Will food, beverages, or merchandise be sold or given away?** Yes
    Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
    Clean Up Plan and Provider: Clean Up Plan.pdf

26. Events under 200 participants require a $250 refundable security deposit at the time of approval. For events over 200, a $1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE*: Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

27. **Will you require a temporary water tap?** Yes
If yes, please list exact locations:
3rd Avenue North and near Mellow Mushroom for the usual food vendors on the public square

28. **Will alcohol, beer, and/or wine be given away or sold?** Yes
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*

30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: Dickens Good Neighbor Letter 2022.pdf
Good Nieghbor Letter Mailing List: Festival_CoF RESIDENT_Mailing List.xlsx

HISTORIC
FRANKLIN
TENNESSEE

Rules and Regulations

Please Read All Attachments Before Signing Application.

1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.

2) I/We do swear or affirm that all of the information given in this application is true and complete.

3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.

4) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.

5) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.

6) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.

7) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.

8) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.

9) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.

10) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY _____ Dir. of Event Management Date: 1/26/2022
(Signature and title – must be officer of organization)

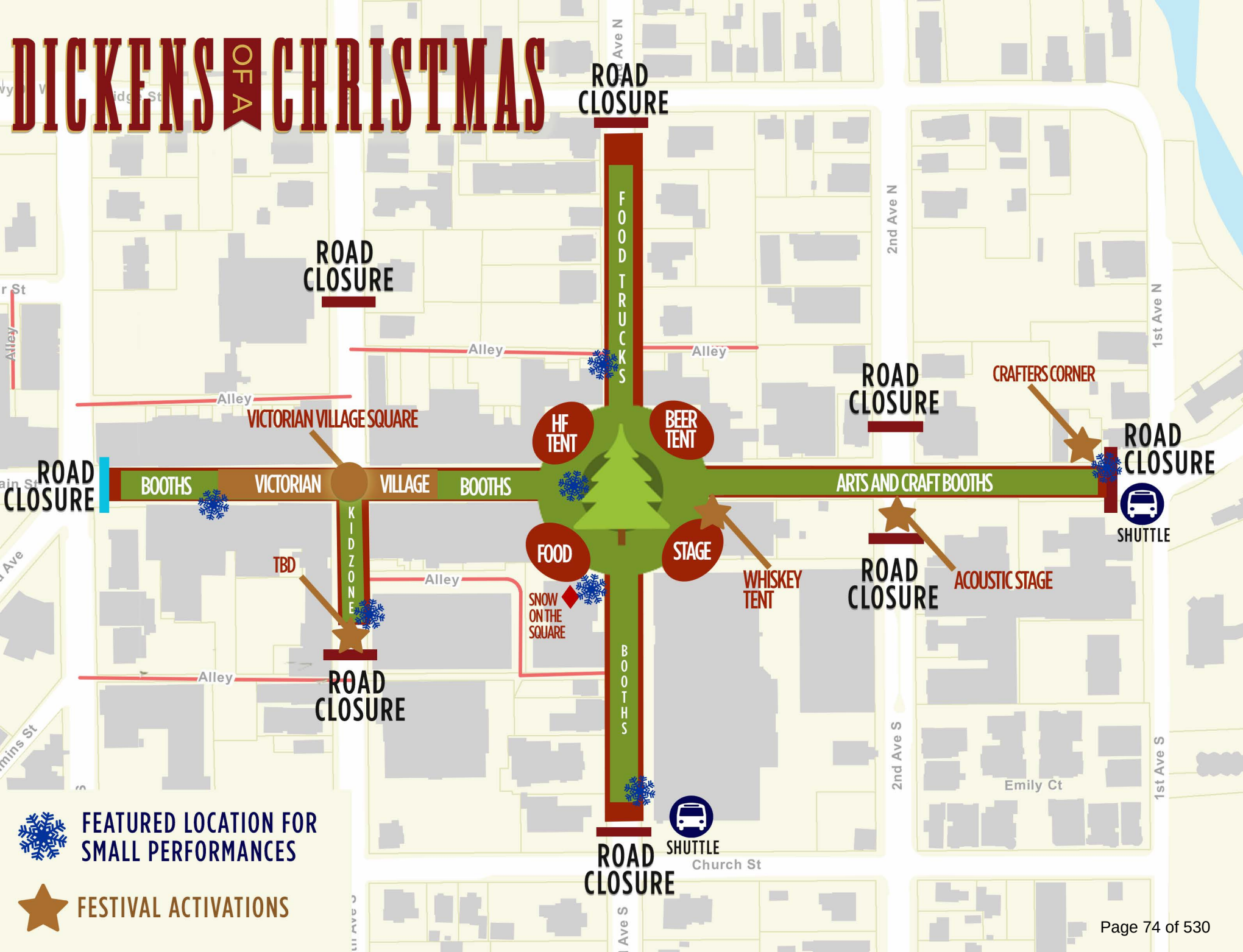
Approved by the Board of Mayor and Aldermen on _____, 20____.

_____
Dr. Ken Moore, Mayor

_____
Eric S. Stuckey, City Administrator

Return application to:

City Administrator's Office
City Hall
109 Third Ave South
Franklin, TN 37065
615-791-3217
615-790-0469 (FAX)


DICKENS OF A CHRISTMAS
ROAD CLOSURE
ROAD CLOSURE
ROAD CLOSURE
ROAD CLOSURE
ROAD CLOSURE
ROAD CLOSURE
ROAD CLOSURE
FOOD TRUCKS
Alley
Alley
Alley
Alley
VICTORIAN VILLAGE SQUARE
HF TENT
BEER TENT
CRAFTERS CORNER
BOOTHS
VICTORIAN
VILLAGE
BOOTHS
ARTS AND CRAFT BOOTHS
SHUTTLE
KIDZONE
TBD
FOOD
STAGE
WHISKEY TENT
ACOUSTIC STAGE
SNOW ON THE SQUARE
Alley
BOOTHS
SHUTTLE
Church St
2nd Ave N
1st Ave N
2nd Ave S
1st Ave S
Emily Ct
FEATURED LOCATION FOR SMALL PERFORMANCES
FESTIVAL ACTIVATIONS

Dickens of a Christmas
Dec. 10 - 11, 2022

HISTORIC FRANKLIN TENNESSEE

HWY 96 W
Bridge St
4th Ave N
3nd Ave N
2nd Ave N
1st Ave N
5th Ave N
Vendor Check-in
112
FOOD TRUCKS
Alley
BEER TENT
CARS
HF TENT
401 - 427
Victorian Village
201 - 219
101 - 121
444 - 428
238 - 220
142 - 122
SNOW ON THE SQUARE
STAGE
Kid Zone
Parking Garage
Old Court House
City Hall
Saint Philip's
825 - 848
INCIDENT COMMAND & SWAT
Incident Command
Church St
5th Ave S
4th Ave S
3nd Ave S
2nd Ave S
1st Ave S

- Officer
- Police Car
- Performace
- Hydrant Tap
- Tree
- Restroom
- SES Truck
- Streets Truck
- Ambulance
- FFD
- Storm
- Tornado
- Shuttle Stop
- Hydrants
- Road Barrier
- Emergency Access
- Road Closed
- No Parking

Division
- 1
- 2
- 3
- 4

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2022. All Rights Reserved.

Note:
In the event of a severe storm, City Hall and the Parking Garages may be used as shelter.
Not for Tornado Shelters

Vendor Parking at Bicentennial Park.











VICTORIAN VILLAGE MOOD BOARD













Victorian Village

Vignettes of A Christmas Carol to bring famous scenes

Victorian Village Square with performances by Brentwood Strings, Donald Hinley - Glass Harmonica, Flat Creek Dancers, FCD Rapper & Morris Dancers, Kurt Heinecke Tuba & Violins

Strolling or Other Key Location Performances by Music City Strings, Franklin Light Opera, Various Caroling Groups, Kurt Heinecke Tuba & Violins, Street Musicians and Buskers

Dickens of a Christmas Characters

Miscellaneous Features

- Apple Cider Cart
- Triple Crown Bakery Cart - Sugar Plum Cart
- Roasting Chestnuts
- Boys Scouts Christmas Tree



Other Dickens of a Christmas Activations

Crafters Market ⟶ This is a new feature
We are moving the craft demonstrators out of Victorian Village and to the Landmark Parking Lot.
This area features: Crafters, Quilters, Spinners, Leather Makers, Wood Workers, Apple Head Dolls, Metal Forging, and more!

Town Sing
Saturday night at the Main Stage with the candles
Sunday night starting at Main Stage and heading to the Church

Christmas Photos at the **Courthouse with Snow**

Photos with Santa on the Square

Experience Charles Dickens's A Christmas Carol at Franklin Grove
An interactive telling of this timeless holiday story
We endeavor to bring the spirit of Charles Dickens's most beloved classic through our adaptation in the historic setting of Franklin Grove Estate & Gardens.

Tours Beginning Every 30 Minutes
Saturday from 11am to 4pm
Sunday from 1pm to 4pm

HISTORIC FRANKLIN TENNESSEE

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

- Any site-built platforms (stages) and/or bleachers
- Any electrical equipment or work utilizing in excess of 120 volts

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.

HISTORIC FRANKLIN TENNESSEE

Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Jayme Smith - Heritage Foundation
Event Name: Dickens of a Christmas
Event Date(s): 12/10/2022, 12/11/2022

1. **Time amplification equipment will be used:** From: 10:00 AM To: 5:00 PM
2. **Exact locations sound amplification equipment will be used** *(i.e. stage located on Second Avenue). Provide map/layout if necessary.*:
   Public Square

   4th and Main or 2nd and East Main

   Sound Amplification Map: Dickens CoF Map.png
3. **For what purpose will sound amplification be used?** *Please list all that apply*:
   - Announcements/Speeches
   - DJ
   - Sound System
4. **Type of Amplifier:**
   - Fixed
   - PA System
5. **Number of Amplifiers:** TBD **Number of Speakers:** TBD **Number of Performers:** TBD
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**
   Name: Jayme Smith **Cell:** 6155918500 **E-Mail:** jsmith@williamsonheritage.org
   Name: Meg Hershey **Cell:** 717-824-0436 **E-Mail:** mhershey@williamsonheritage.org

Authorized Signature: Jayme Smith **Date:** 01/26/2022

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

HERITAGE FOUNDATION
WILLIAMSON COUNTY, TN

Work with the City of Franklin to coordinate the clean-up for all festivals including:

1. Clear communication to Sanitation Department
2. Clear communication and access to grease bins for food vendors
3. Clear communication to all other vendors

We will work to meet the needs and requirements set forth by the City of Franklin in the special planning sessions both before and after event application approval.

Thanks,

Jayme Smith
Director of Event Management
The Heritage Foundation of Williamson County
jsmith@williamsonheritage.org

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

HERITAGE FOUNDATION OF FRANKLIN & WILLIAMSON
PO BOX 723
FRANKLIN TN 37065-0723

Effective Date: July 1, 2019
Expiration Date: June 30, 2023
Account No: 1000054936-SLC
Exemption No: 292191232
Facility Address:
209 E MAIN ST
FRANKLIN TN 37064-2517

Exempt Organizations or Institutions
Sales and Use Tax Certificate of Exemption

This organization or institution qualifies for the authority to make sales and use tax exempt purchases of goods and services that it will use, consume or give away.

This authorization for exemption is limited to sales made directly to the referenced organization. This exemption certificate may not be used for sales made to individuals paying with personal checks or personal debit or credit cards, even if the individual is a representative or employee of the organization and he or she will be reimbursed for the purchase. Sellers must refuse to accept the certificate when the sale is made to someone other than the organization.

This exemption certificate may not be used to make purchases without the payment of sales and use tax for other locations and may not be transferred to or used by any other person.

The Heritage Foundation — 112 Bridge St. Franklin, TN 37064
Seller's Name *Seller's Address (City & State)*

I, Miriam Wiggins, as an authorized representative of the taxpayer named above, affirm that the purchases qualify for the exemption and will be used at the location of the facility address referenced above. Under penalty of perjury, I affirm this to be a true and correct statement.

Miriam Wiggins — 8/9/19
Print Name of Authorized Representative *Signature of Authorized Representative* *Date*

The supplier must maintain a copy of this document as evidence of the sales tax exemption.

Date: February 16, 2022
Applicant: Jayme Smith
Project Title: Dickens of a Christmas
Project Address:

Open Issues: 11

FIRE-Special Event

General Issues

1. Food Trucks

curt.edelmann@franklintn.gov

Food trucks must meet the following requirements:
1. Food trucks are spaced 10-feet apart
2.Food trucks with cooking operations require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer.
3.Food trucks with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer.
4.Food trucks using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer.
5.Food trucks using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals.
6. Only listed safety cans are used to dispense gasoline or other flammable liquids.
7. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service

2. Mobile Food Vendors

curt.edelmann@franklintn.gov	Mobile food vendors must meet the following requirements: 1. Mobile food vendors with cooking operations require a minimum 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. 2.Mobile food vendors with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. 3.Mobile food vendors using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. 4.Mobile food vendors using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals. 5. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service.

3. Stages

curt.edelmann@franklintn.gov	Stages and sound booths require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.

4. Tents

curt.edelmann@franklintn.gov	Tents must meet the following requirements. 1. Tents are located no closer than 20-feet to a building or other tent (zoning requirement; exceptions apply) 2. Tents must be properly anchored. Tents 20-feet by 20-feet and larger must be anchored in accordance with manufacturer's instructions. Staking is preferred. If staking is not possible, concrete blocks are required. Water barrels are not permitted. 3. Tents 20-feet by 20-feet and larger must have at least one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. 4. Tents 20-feet by 20-feet and larger must have a label or certificate showing that the tent fabric meets flammability standards. 5. Tents with sides are treated as buildings and must meet all the fire and life safety code requirements for buildings including exit signs, emergency lights, and adequate means of egress. 6. Pop-up vendor tents must have a minimum of 40-pounds of ballast on each pole. 7. Pop-up tents using open flames, such as, candles, portable heaters, torches, must have one ABC fire extinguisher that is fully charged.

5. Stages

curt.edelmann@franklintn.gov	Stages at street intersections, e.g., 4th Avenue and Main, 2nd Avenue and Main, must be located to provide a minimum 20-foot wide fire lane. The fire department prefers not to have a stage at 2nd Avenue. The department relies on 2nd Avenue for our access through downtown to respond to non-festival related emergencies.

6. Food Trucks

curt.edelmann@franklintn.gov	Three issues have come up with staging food trucks along 3rd Avenue North 1. Food trucks with propane tanks must be parked 10-feet from other trucks. 2. Trucks must be positioned a minimum of 10-feet from the edge of the alleys. If the beer garden vendor intends to park his / her truck next to the shoe store on the east side of the street, it may have to be the only vehicle parked between the alley and the square. 3. Many food trucks have exhaust fans projecting from the roof. These trucks will have to be positioned so the exhaust does not infringe into the trees. Unfortunately, until the trucks are on site, it's difficult to know just how to arrange them to meet spacing and clearance requirements. Event sponsors should leave enough wiggle room in their plans so they can rearrange trucks at the last minute. Event sponsors must have a minimum of one trained person on site at all times during load-in to arrange the trucks properly.

7. Tents

curt.edelmann@franklintn.gov	During past events, some large tents did not have the required flammability labels. Where tents do not have the flammability label, the tent vendor must provide a certificate verifying the tent meets flammability standards.

8. Miscellaneous Requirements

curt.edelmann@franklintn.gov	No open flames are permitted in areas open to the public.

9. Miscellaneous

curt.edelmann@franklintn.gov	Any display using open flames, such as last year's blacksmith exhibit, must be surrounded by substantial fencing to prevent the public from getting to close to the exhibit.

10. Miscellaneous

curt.edelmann@franklintn.gov	Heating Equipment Portable heaters used in small tents must meet the following requirements 1. The heaters must be listed for indoor and outdoor use. 2. Propane cylinders are limited to 1-pound when used in proximity to a building. 3. A minimum 3-foot clearance is required unless appliance is listed for a lesser clearance. Tents using portable propane heaters must have a portable fire extinguisher. A minimum 2 ½-pound (1A:10B:C)

Sanitation and Environmental Services

General Issues

11. Solid Waste Service

nate.ridley@franklintn.gov	Sanitation and Environmental Services will be responsible for maintaining the garbage containers before, during and after the event. We will provide the following: (3) side loaders for traffic control (3) rear loaders for garbage (30-45) rollout containers (6-8) crew members 5 rollout containers [Edited By Bobby Sullivan]

Staff Conditions:

Staff recommends approval with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. prior to event.
- Applicant will provide a $1,000 damage deposit to City prior to event.
- Applicant must notify Harpeth Square that there is no vehicle outlet from the hotel to Main Street during the event.
- Applicant will provide at least one portable restroom trailer to be available for attendees. City will provide water and electricity for the trailer.

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City as additional insured.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.

Streets Department:

- "No Parking after 3 p.m." signs will be placed along Main Street on Friday morning.
- "No parking" signs placed along Church Street on Friday morning.
- Main Street will close to traffic at 8 p.m. on Friday, December 9th.
- "No parking" signs placed along Fourth Avenue South on Saturday. This area will be used for City vehicles only.
- Church Street Parking Lot will be closed for official vehicles.
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to provide security and traffic control for the event.
- Applicant has requested amplification on stages in the the permitted area.
  Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Revenue Management:

- Applicant will provide a complete list of vendors to the City prior to the event.

- Permits from the Beer Board must be obtained for all locations on the street where beer will be served.
- Permit may be required from Tennessee Alcoholic Beverage Commission.

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

- Taps will be placed on hydrants at:
    - Third Ave N
    - Main Street at the Square

Fire Department:

- Applicant must secure tent permits.
- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents and mobile food vendors

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02924

DATE: February 16, 2022

TO: Franklin Municipal Planning Commission

FROM: Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

*Consideration Of Ordinance 2022-02, An Ordinance To Rezone 0.09 Acres From Residential 6 (R6) District To Planned (PD 1,800) District For The Property Located North Of West Fowlkes Street And East Of Natchez Street, At 130 West Fowlkes Street (130 West Fowlkes Street PUD Subdivision). FMPC 2/24/22, 8-0

PURPOSE:

PROJECT INFORMATION
COF Project Number: 7759
Applicant: Greg Gamble, GDC
Owner: David Leonard

BACKGROUND/STAFF COMMENTS:
The applicant is requesting to rezone the property at 130 West Fowlkes Street from R6 to Planned (PD 1,800) District to accommodate the 130 West Fowlkes PUD Subdivision. The site previously served an institutional use and the proposed plan is to convert the building into office space, specifically serving as a recording studio. Envision Franklin places this parcel in the Compact Residential Design Concept which does allow for smaller, low-scale commercial uses and recommends that, "Adaptive reuse of historic structures is recommended over tear downs for new construction." The proposed rezoning meets the recommendations of Envision Franklin and can be supported by Staff. The corresponding development plan is also included on this agenda.

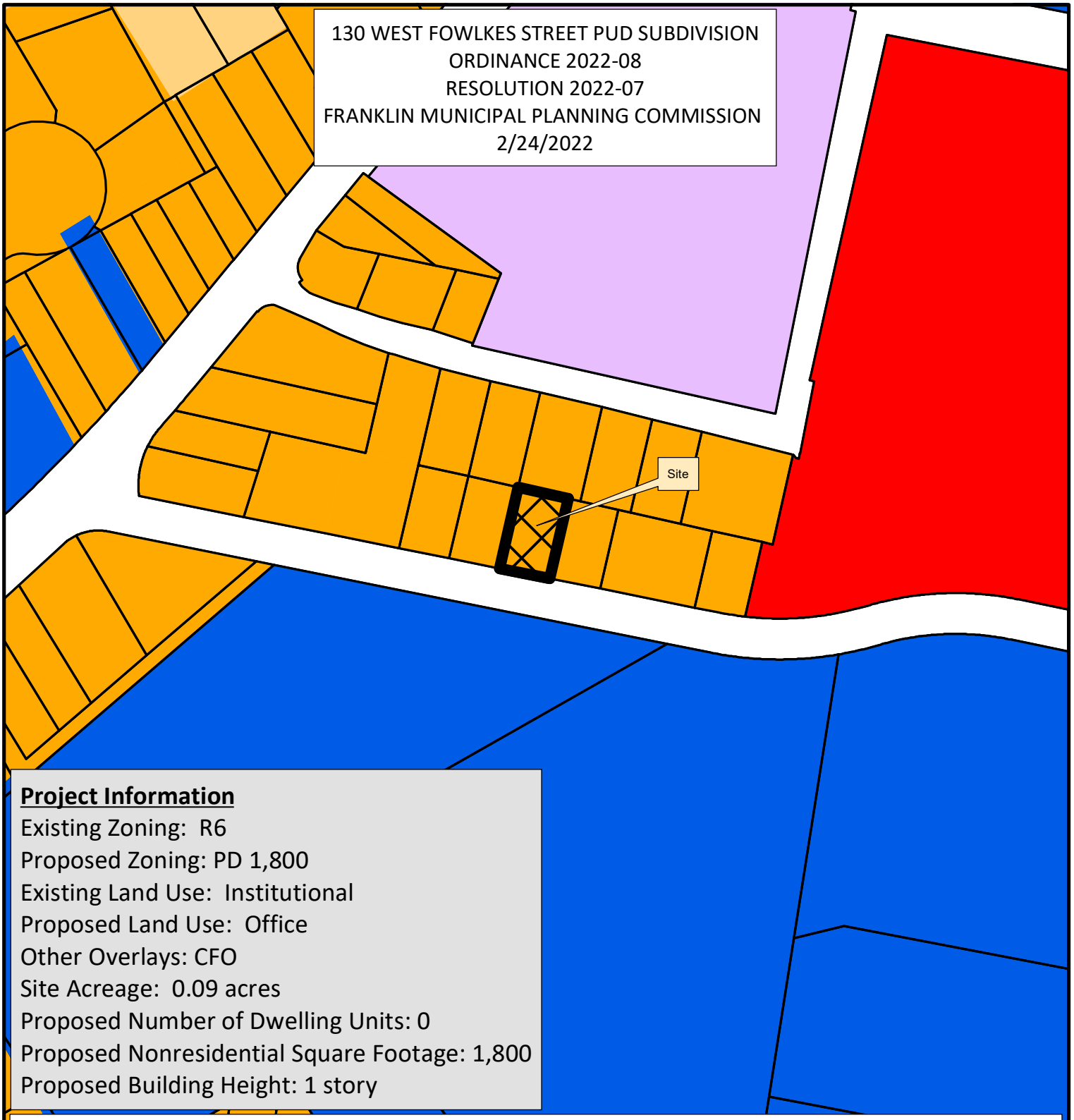
PROCEDURAL REQUIREMENTS:
1. The city's project identification number shall be included on all correspondence with any city department relative to this project.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2022-02.



Project Information

Existing Zoning: R6
Proposed Zoning: PD 1,800
Existing Land Use: Institutional
Proposed Land Use: Office
Other Overlays: CFO
Site Acreage: 0.09 acres
Proposed Number of Dwelling Units: 0
Proposed Nonresidential Square Footage: 1,800
Proposed Building Height: 1 story

- 130 West Fowlkes St PUD
- AG Agricultural District
- ER Estate Residential District
- R1 Residential 1 District
- R2 Residential 2 District
- R3 Residential 3 District
- R4 Residential 4 District
- R6 Residential 6 District
- MR Mixed Residential District
- PD Planned District
- OR Office Residential District
- CI Civic Institutional District
- NC Neighborhood Commercial
- CC Central Commercial District
- DD Downtown District
- 1ST Avenue District
- 5TH Avenue District
- RC6 Regional Commerce 6 District
- RC12 Regional Commerce 12 District
- GO General Office District
- LI Light Industrial District
- HI Heavy Industrial District

N

0 70 140 280 Feet

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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ORDINANCE 2022-02

AN ORDINANCE TO REZONE 0.09 ACRES FROM RESIDENTIAL 6 (R6) DISTRICT TO PLANNED (PD 1,800) DISTRICT FOR THE PROPERTY LOCATED NORTH OF WEST FOWLKES STREET AND EAST OF NATCHEZ STREET, AT 130 WEST FOWLKES STREET (130 WEST FOWLKES STREET PUD SUBDIVISION).

WHEREAS, the City of Franklin, Tennessee, encourages responsible growth and the sensible transition of land uses and densities; and

WHEREAS, the Planned (PD 1,800) district provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, adopted Resolution 2022-07, approving a Planned Unit Development (PUD) Development Plan as required by the Franklin Zoning Ordinance; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of **R6** District to **Planned (PD 1,800)** District:

PREMISES CONSIDERED

Map-Parcel	Acres
078F A – 17.00	0.09
Total	0.09

SECTION II. That the attached Location Map and Survey shall serve the purpose of further delimiting the geographical boundaries as described by this Ordinance.

SECTION III. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

By: _____
Eric Stuckey
City Administrator/Recorder
Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

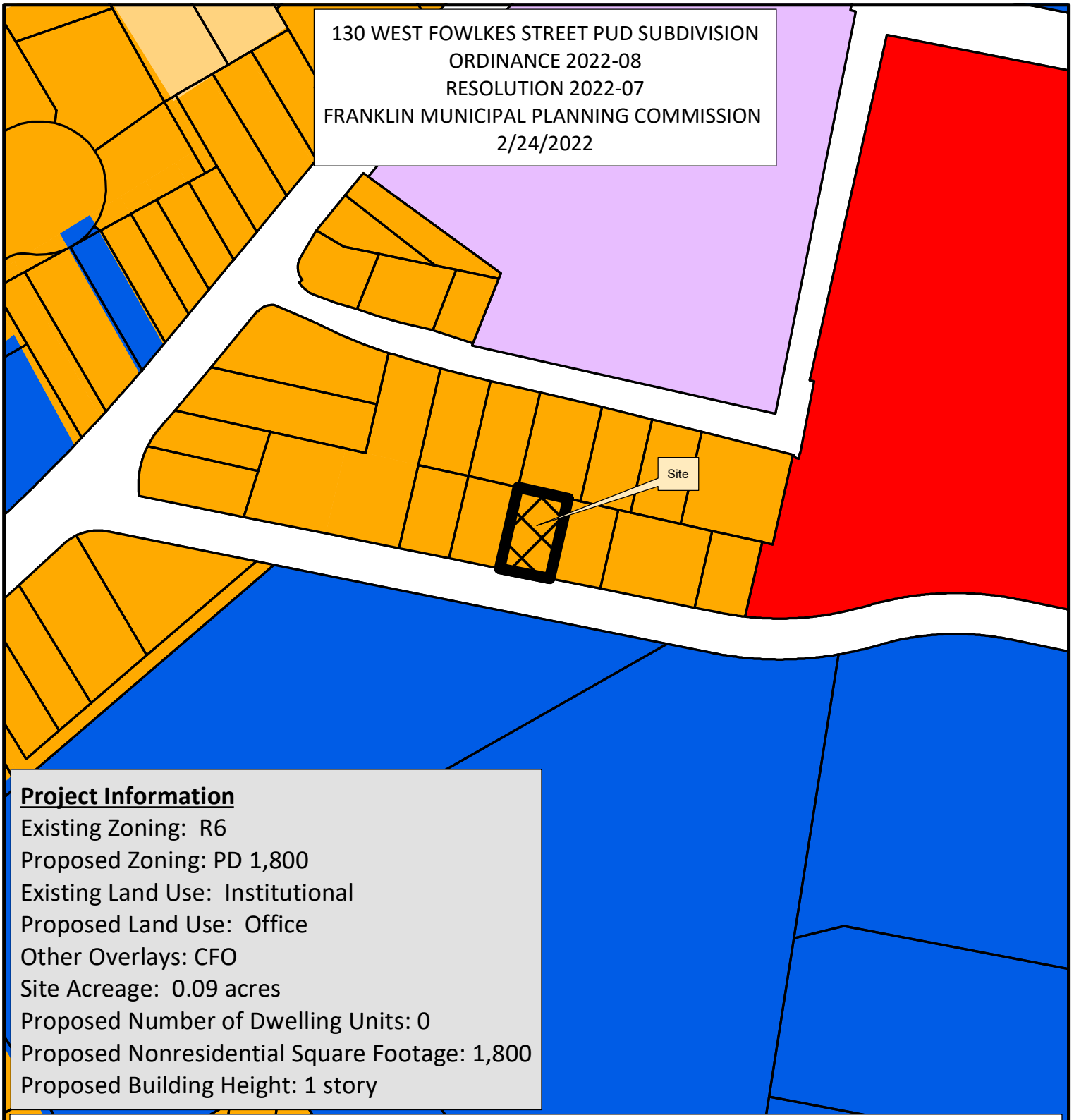
PLANNING COMMISSION RECOMMENDED: _____

PASSED FIRST READING: _____

PUBLIC HEARING HELD: _____

PASSED SECOND READING: _____

PASSED THIRD READING: _____



Project Information

Existing Zoning: R6
Proposed Zoning: PD 1,800
Existing Land Use: Institutional
Proposed Land Use: Office
Other Overlays: CFO
Site Acreage: 0.09 acres
Proposed Number of Dwelling Units: 0
Proposed Nonresidential Square Footage: 1,800
Proposed Building Height: 1 story

- 130 West Fowlkes St PUD
- AG Agricultural District
- ER Estate Residential District
- R1 Residential 1 District
- R2 Residential 2 District
- R3 Residential 3 District
- R4 Residential 4 District
- R6 Residential 6 District
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- OR Office Residential District
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- NC Neighborhood Commercial
- CC Central Commercial District
- DD Downtown District
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- 5TH Avenue District
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0 70 140 280 Feet

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130 WEST FOWLKES STREET PUD

Franklin, Williamson County, Tennessee

REZONING
PLANNED DISTRICT (1800)

LANDSCAPE ARCHITECT & APPLICANT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
324 LIBERTY PIKE, SUITE 145
FRANKLIN, TN 37064
615-975-5765 | greg.gamble@gdc-tn.com

OWNER:
DAVID LEONARD
130 WEST FOWLKES ST.
FRANKLIN, TN 37064



MODIFICATION OF STANDARDS 1:

10.1.10 B. Remote Parking

Remote parking on a separate site from the site on which the nonresidential use is located may be a permitted alternative when it meets the following:

2. *The remote parking area shall be placed in a recorded easement for the use of an off-site parking location in perpetuity;*
3. *A sidewalk shall connect the remote parking to the use being served;*

A Modification of standard 10.1.10 B. Remote Parking is requested to allow the use of remote parking without meeting conditions 2 and 3 in the zoning ordinance.

The owner of 130 W. Fowlkes Street is requesting a modification of standard to allow the use of remote parking without meeting condition 2 and 3 for the 1,800 sf of office use. The existing building covers 45% of the property, it has a typical side yard of 10 feet and a typical rear yard of 11 feet. On-site parking is only permitted in the side or rear yard of the property. In addition, on-site parking is required to have a 6' landscape buffer adjacent to the property line. There is not sufficient area for on-site parking without removing the existing structure.

The structure was originally home to the Winstead Tabernacle. The church building has deep cultural ties to the Natchez neighborhood. Although not listed on the historic registry, it is a very significant historic structure to the African American community in Franklin. In order to preserve the building, the applicant is requesting remote parking solutions to address parking concerns. Across the street from the site is a Williamson County public parking lot that we have written permission from the mayor to use for the property. Not only is there public parking across the street, but there are also multiple on street parking spaces available within a 1320' radius of the site. Although there is sidewalk access to many of these spaces, there is currently not a sidewalk available on the north side of W Fowlkes Street. Users would have to cross the street to access the sidewalk that runs along the south side of W Fowlkes Street.

1. The modification will enhance the design of the development more than if the standards were strictly adhered to:
   a. **In trying to keep with existing character and preservation of the existing building, adding a parking lot would change the nature and feel of the site and the community, not to mention cause the removal of existing building. Because of the parking requirements for a parking lot in Franklin, a parking area cannot currently be designed on site that also preserves the existing building.**

2. The conditions upon which the request is based are unique to the design intent for the development and are not applicable generally to other property:
   a. **Because of the location and size of the existing building and lot, there is not enough space to create a parking area to meet the City of Franklin parking requirements. The design intent is to reuse this old church building and turn it into a recording studio. Because of the reuse of buildings (as encouraged by Envision Franklin) in this infill property, our development is unique and would not be applicable to other developments. The compact residential design concept also only applies to the Hard Bargain and Natchez Street Historic Neighborhoods, so our project is unique in an already very specifically designated area in Franklin. There are currently multiple public parking spaces within a 1320 foot radius of the site including a public parking lot across the street.**

3. The modification is consistent with the intent of Envision Franklin:
   a. **Envision Franklin states in compact residential that *"These walkable neighborhoods typically consist of low-scale cottages, small building footprints, small lots, and shallow setbacks. These established characteristics of the historically significant neighborhoods should be preserved"*. It also states that infill and redevelopment should be contextually compatible and that the adaptive reuse of historic structures are recommended over new construction. Our development seeks to take an abandoned church site and reuse the building to create a recording studio. It is our intent to not disturb the existing site or add additional building square footage so we will be preserving and maintaining the existing structure.**

SITE DATA CHART

PROJECT NAME:	130 WEST FOWLKES STREET PUD
PROJECT NUMBER:	7759
ADDRESS:	130 WEST FOWLKES STREET PUD
PARCEL(S):	078F A 01700
ACREAGE / SF OF SITE:	0.09 AC
BASE ZONING:	R6 RESIDENTIAL
PROPOSED ZONING:	PD (1800)
ZONING OVERLAY:	CFO
ENVISION FRANKLIN:	COMPACT RESIDENTIAL

SHEET INDEX

C0.0	COVER
C1.0	EXISTING CONDITIONS
C2.0	DEVELOPMENT PLAN SHEET
C2.1	MODIFICATION OF STANDARDS

DRAKE A. REEDER REGISTERED TENNESSEE No. 12,115 LANDSCAPE ARCHITECT

PRE APP SUBMITTAL:	12/27/2021
INITIAL SUBMITTAL:	01/10/2022
RESUBMITTAL:	02/03/2021

GDC GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE



0 8 16 32

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SITE DATA CHART

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ENVISION FRANKLIN:	COMPACT RESIDENTIAL

GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

130 WEST FOWLKES STREET

REZONING PLAN

Franklin, Williamson County, Tennessee

DRAKE A. REEDER REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 1270 6/10/20

Revision Date

EXISTING CONDITIONS

SHEET

C1.0

COF 7759

This document was prepared by
R. L. RICHARDSON, JR., ATTORNEY
Public Square, Franklin, Tennessee

18FA17

BOOK 340 PAGE 414

FOR AND IN CONSIDERATION OF THE SUM of One and No/100 ($1.00) Dollar, paid in cash, the receipt of which is hereby acknowledged.

I, Allen Winstead, widower, have bargained and sold, and do hereby transfer and convey unto the Winstead Tabernacle Primitive Baptist Church, subject to the life estate of Allen Winstead, the following described land in the Ninth Civil District of Williamson County, Tennessee, more particularly described as follows:

A lot fronting 50 feet on the north side of Eleventh Avenue, running back between parallel lines 100 feet, more or less, to the Truett property; bounded generally on the North by Truett; on the East by Samual Lee Johnson, Agent, on the south by Eleventh Avenue and on the West by Addie Lee Hunter.

Being the same property conveyed to Allen Winstead, by deed of Samuel Lee Johnson, Agent, as of record in Book 93, page 437, in the Register's office of Williamson County, Tennessee.

TO HAVE AND TO HOLD the said lands, with the improvements and appurtenances thereunto belonging, to the said Winstead Tabernacle Primitive Baptist Church, its successors and assigns, forever.

I covenant with the said Winstead Tabernacle Primitive Baptist Church, that I am lawfully seized of said land, have a good right to convey it, and that it is unencumbered, except by the above mentioned life estate which is being retained by Allen Winstead.

And I do further covenant and bind myself, my heirs and representatives to warrant and forever defend the title to

BOOK 340 PAGE 415

said property, to the said Winstead Tabernacle Primitive Baptist Church, its successors and assigns, against the lawful claims of all persons.

In the event the property is ever sold the proceeds will have to be invested in another Church to be called the Winstead Tabernacle Primitive Baptist Church. Said Church is always to remain in the old (original) Lynn Creek Association, that Allen Winstead has been moderater of and not the new Branch.

Witness my hand this the 22nd day of May, 1979.

Allen Winstead

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me Lorraine B. Smithson a Notary Public in and for said County and State, the within named Allen Winstead, widower, the bargainor, with whom I am personally acquainted, and acknowledged that he executed the annexed instrument for the purpose therein contained.

Witness my hand and official seal, at this office, this 22nd day of May, 1979.

Lorraine B. Smithson
NOTARY PUBLIC

My commission expires July 13, 1980.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 4500.00 Allen Winstead
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31 DAY OF May 1979
MY COMMISSION EXPIRES
(AFFIX SEAL) Notary Public
J. B. Kennedy Register

BOOK 340 PAGE 416

ALLEN WINSTEAD
TO
WINSTEAD TABERNACLE PRIMITIVE
BAPTIST CHURCH

R. L. RICHARDSON, JR.
ATTORNEY
FRANKLIN, TENNESSEE

RECEIVED
MAY 31 1979
WATER QUALITY CONTROL BOARD
WILLIAMSON COUNTY

WILLIAMSON COUNTY — STATE OF TENNESSEE
The foregoing Deed was received on the 29 day of May 1979 at 8:45 o'clock A.M. and recorded in Book No. 340 Page No. 414-416 and Fee Paid $ 5.50 Recording Fee $ 1.00 Total $ 6.50 Receipt No. 32773
J. B. Kennedy, Register





GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

130 WEST FOWLKES STREET

REZONING PLAN

Franklin, Williamson County, Tennessee

DRAKE A. REEDER REGISTERED TENNESSEE No. 1230 LANDSCAPE ARCHITECT

Revision Date
△
△
△
△

EXISTING CONDITIONS

SHEET
C1.1

COF 7759

130 WEST FOWLKES STREET PUD

Franklin, Williamson County, Tennessee

REZONING
PLANNED DISTRICT (1800)

LANDSCAPE ARCHITECT & APPLICANT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
324 LIBERTY PIKE, SUITE 145
FRANKLIN, TN 37064
615-975-5765 | greg.gamble@gdc-tn.com

OWNER:
DAVID LEONARD
130 WEST FOWLKES ST.
FRANKLIN, TN 37064



SITE DATA CHART

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MODIFICATION OF STANDARDS 1:

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The structure was originally home to the Winstead Tabernacle. The church building has deep cultural ties to the Natchez neighborhood. Although not listed on the historic registry, it is a very significant historic structure to the African American community in Franklin. In order to preserve the building, the applicant is requesting remote parking solutions to address parking concerns. Across the street from the site is a Williamson County public parking lot that we have written permission from the mayor to use for the property. Not only is there public parking across the street, but there are also multiple on street parking spaces available within a 1320' radius of the site. Although there is sidewalk access to many of these spaces, there is currently not a sidewalk available on the north side of W Fowlkes Street. Users would have to cross the street to access the sidewalk that runs along the south side of W Fowlkes Street.

1. The modification will enhance the design of the development more than if the standards were strictly adhered to:
   a. **In trying to keep with existing character and preservation of the existing building, adding a parking lot would change the nature and feel of the site and the community, not to mention cause the removal of existing building. Because of the parking requirements for a parking lot in Franklin, a parking area cannot currently be designed on site that also preserves the existing building.**

2. The conditions upon which the request is based are unique to the design intent for the development and are not applicable generally to other property:
   a. **Because of the location and size of the existing building and lot, there is not enough space to create a parking area to meet the City of Franklin parking requirements. The design intent is to reuse this old church building and turn it into a recording studio. Because of the reuse of buildings (as encouraged by Envision Franklin) in this infill property, our development is unique and would not be applicable to other developments. The compact residential design concept also only applies to the Hard Bargain and Natchez Street Historic Neighborhoods, so our project is unique in an already very specifically designated area in Franklin. There are currently multiple public parking spaces within a 1320 foot radius of the site including a public parking lot across the street.**

3. The modification is consistent with the intent of Envision Franklin:
   a. **Envision Franklin states in compact residential that *"These walkable neighborhoods typically consist of low-scale cottages, small building footprints, small lots, and shallow setbacks. These established characteristics of the historically significant neighborhoods should be preserved"*. It also states that infill and redevelopment should be contextually compatible and that the adaptive reuse of historic structures are recommended over new construction. Our development seeks to take an abandoned church site and reuse the building to create a recording studio. It is our intent to not disturb the existing site or add additional building square footage so we will be preserving and maintaining the existing structure.**



PRE APP SUBMITTAL:	12/27/2021
INITIAL SUBMITTAL:	01/10/2022
RESUBMITTAL:	02/03/2021

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE



0 8 16 32

N

SITE DATA CHART

PROJECT NAME:	130 WEST FOWLKES STREET PUD
PROJECT NUMBER:	7759
ADDRESS:	130 WEST FOWLKES STREET PUD
PARCEL(S):	078F A 01700
ACREAGE / SF OF SITE:	0.09 AC
BASE ZONING:	R6 RESIDENTIAL
PROPOSED ZONING:	PD (1800)
ZONING OVERLAY:	CFO
ENVISION FRANKLIN:	COMPACT RESIDENTIAL

GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

130 WEST FOWLKES STREET

REZONING PLAN

Franklin, Williamson County, Tennessee

DRAKE A. REEDER REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 1218 6/10/20

Revision Date

EXISTING CONDITIONS

SHEET

C1.0

COF 7759

This document was prepared by
R. L. RICHARDSON, JR., ATTORNEY
Public Square, Franklin, Tennessee

18FA17

BOOK 340 PAGE 414

FOR AND IN CONSIDERATION OF THE SUM of One and No/100 ($1.00) Dollar, paid in cash, the receipt of which is hereby acknowledged.

I, Allen Winstead, widower, have bargained and sold, and do hereby transfer and convey unto the Winstead Tabernacle Primitive Baptist Church, subject to the life estate of Allen Winstead, the following described land in the Ninth Civil District of Williamson County, Tennessee, more particularly described as follows:

A lot fronting 50 feet on the north side of Eleventh Avenue, running back between parallel lines 100 feet, more or less, to the Truett property; bounded generally on the North by Truett; on the East by Samual Lee Johnson, Agent, on the south by Eleventh Avenue and on the West by Addie Lee Hunter.

Being the same property conveyed to Allen Winstead, by deed of Samuel Lee Johnson, Agent, as of record in Book 93, page 437, in the Register's office of Williamson County, Tennessee.

TO HAVE AND TO HOLD the said lands, with the improvements and appurtenances thereunto belonging, to the said Winstead Tabernacle Primitive Baptist Church, its successors and assigns, forever.

I covenant with the said Winstead Tabernacle Primitive Baptist Church, that I am lawfully seized of said land, have a good right to convey it, and that it is unencumbered, except by the above mentioned life estate which is being retained by Allen Winstead.

And I do further covenant and bind myself, my heirs and representatives to warrant and forever defend the title to

BOOK 340 PAGE 415

said property, to the said Winstead Tabernacle Primitive Baptist Church, its successors and assigns, against the lawful claims of all persons.

In the event the property is ever sold the proceeds will have to be invested in another Church to be called the Winstead Tabernacle Primitive Baptist Church. Said Church is always to remain in the old (original) Lynn Creek Association, that Allen Winstead has been moderater of and not the new Branch.

Witness my hand this the 22nd day of May, 1979.

Allen Winstead

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me Lorraine B. Smithson a Notary Public in and for said County and State, the within named Allen Winstead, widower, the bargainor, with whom I am personally acquainted, and acknowledged that he executed the annexed instrument for the purpose therein contained.

Witness my hand and official seal, at this office, this 22nd day of May, 1979.

Lorraine B. Smithson
NOTARY PUBLIC

My commission expires July 13, 1980.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 4500.00 Allen Winstead
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31 DAY OF May 1979
MY COMMISSION EXPIRES
(AFFIX SEAL) Notary Public

J. B. Kennedy
Register

BOOK 340 PAGE 416

ALLEN WINSTEAD
TO
WINSTEAD TABERNACLE PRIMITIVE
BAPTIST CHURCH

R. L. RICHARDSON, JR.
ATTORNEY
FRANKLIN, TENNESSEE

TENNESSEE STATE PLANNING COMMISSION
WATER QUALITY SECTION - PERK ASSESSMENT
WILLIAMSON COUNTY
RECEIVED
MAY 31 1979

WILLIAMSON COUNTY - STATE OF TENNESSEE
Received in Office at 8:45 A.M. May 29 1979
and Recorded in Book No. 340 Page No. 414-416
Fee $ 5.50 Tax $ 4.50
Recpt. No. 32223 Recording Fee $ 10.00
Witness my hand

J. B. Kennedy, Register





GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

130 WEST FOWLKES STREET

REZONING PLAN
Franklin, Williamson County, Tennessee

DRAKE A. REEDER
REGISTERED
TENNESSEE
LANDSCAPE ARCHITECT

Revision Date
△
△
△
△

EXISTING CONDITIONS

SHEET
C1.1

COF 7759

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02925

DATE: February 16, 2022

TO: Board of Mayor and Aldermen

FROM: Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Resolution 2022-07, A Resolution Approving A Development Plan For 130 West Fowlkes Street PUD Subdivision, With 1 Modification Of Development Standards For Parking, For The Property Located North Of West Fowlkes Street And East Of Natchez Street, Located At 130 West Fowlkes Street. Establishing A Public Hearing For April 12, 2022.
FMPC 2/24/22, 8-0
MOS 8-0

PURPOSE:

PROJECT INFORMATION
COF Project Number: 7760
Applicant: Greg Gamble, GDC
Owner: David Leonard

BACKGROUND/STAFF COMMENTS:
The applicant is proposing to convert the existing building at 130 West Fowlkes Street into an office space through the 130 West Fowlkes Street PUD Subdivision. The intended use for the property is a recording studio. Envision Franklin places this parcel in the Compact Residential Design Concept, which does allow for smaller, low-scale commercial uses and recommends that, "Adaptive reuse of historic structures is recommended over tear downs for new construction." The building previously housed the Winstead Tabernacle congregation and is both a historical and cultural resource to the historic Natchez neighborhood. Preserving the building and rehabbing it into office space is in keeping with the recommendations and guiding principles of Envision Franklin.

MOS #1: Request to Modify Standards for 10.1.10(B) - Remote Parking

The applicant is requesting to modify the requirements for Remote Parking by not requiring 10.1.10(B)(2), record a parking easement in perpetuity, and 10.1.10(B)(3), a sidewalk connecting the remote parking to the use being served, in order to meet the minimum parking standards for the 130 West Fowlkes St. PUD Subdivision. Six parking spaces are required to accommodate the 1,800 square feet of commercial space. Locating off-street parking on the property would require the demolition of the existing building and a completely new site design, which may not allow for both the

required parking and the current commercial space. The applicant is proposing to utilize the existing public parking lot across the street at the county-owned property at 129 West Fowlkes St. to supply the needed parking. The parking proposal meets all of the requirements of Section 10.1.10(B) for remote parking, with the exceptions of 2 and 3. The applicant has supplied a letter from Williamson County Mayor Rogers Anderson verifying the spaces on that property are available for public use. The applicant has also supplied a parking availability report showing that of the 120 parking spaces on the property, an average of 89 spaces are available between the hours of 3pm and 5pm when the building is at its highest use. The complete report is available to view as an attachment. The existing parking lot is approximately 350 feet from the use being served. There is not an existing sidewalk that connects the two. However, there is an existing sidewalk on the southern side of West Fowlkes St. Because of the existing building's historical and cultural importance to the local neighborhood and the additional exhibits supplied by the applicant, Staff can support this MOS request for this instance.

PROCEDURAL REQUIREMENTS:
1. If the plan receives BOMA approval, the applicant shall upload the corrected plan to the online plan review website (https://franklin.contractorsplanroom.com/secure/). All revisions to the approved plans shall be “clouded.” With the resubmittal, each condition of approval/open issue in the online plan review system shall contain a full response from the applicant as to the satisfaction or completion of that condition.
2. The city’s project identification number shall be included on all correspondence with any city department relative to this project.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-07 with conditions.

RESOLUTION 2022-07

A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR 130 WEST FOWLKES STREET PUD SUBDIVISION, WITH 1 MODIFICATION OF DEVELOPMENT STANDARDS FOR PARKING, FOR THE PROPERTY LOCATED NORTH OF WEST FOWLKES STREET AND EAST OF NATCHEZ STREET, LOCATED AT 130 WEST FOWLKES STREET.

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, has, or will, approve the zoning for the property as part of Ordinance 2022-02; and

WHEREAS, the Planned Unit Development (PUD) process is a review procedure that is intended to encourage innovative land planning and design and avoid the monotony sometimes associated with large developments by:

a) Reducing or eliminating the inflexibility that sometimes results from strict application of zoning standards that were designed primarily for individual lots;
b) Allowing greater freedom in selecting the means to provide access, light, open space, and design amenities;
c) Encouraging a sensitive design that respects the surrounding established land use character and natural or man-made features of the site including, but not limited to, trees, historic features, streams, hillsides, and floodplains;
d) Promoting quality design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations, and land uses; and
e) Allowing deviations from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of this ordinance; and

WHEREAS, the PUD process requires the approval of a Development Plan that is reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission; and

WHEREAS, in accordance with the provisions of the City of Franklin, Tennessee, Zoning Ordinance, and as required by Tennessee Code Annotated § 13-4-310, as amended, the approval of the Development Plan by the BOMA will initiate a vesting period during which the development standards adopted by the City and in effect on the date of approval shall remain the standards applicable to the approved Development Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. That the legal description of the property included in the Development Plan is as follows:

PREMISES CONSIDERED

Map-Parcel	Acres
078F A – 17.00	0.09
Total	0.09

SECTION II. That the attached Location Map and Survey shall serve the purpose of further delineating the geographical boundaries as described by this Resolution.

SECTION III. That the overall entitlements for the 130 West Fowlkes Street PUD are as follows:

Entitlements	130 West Fowlkes Street PUD
Base Zone District	PD 1,800
Other Zoning Overlays	CFO
Number of Dwelling Units	0
Number of Nonresidential Square Footage	1,800
Number of Hotel Rooms	0
Open Space Requirements	n/a
Number of Phases in Development	1

SECTION IV. That the Development Plan, the exhibits accompanying the Development Plan, and all conditions and restrictions placed upon the Development Plan by the Franklin Municipal Planning Commission and this Board shall be made a part of this Resolution as though copied verbatim herein, and that a permanent record of the Development Plan, the exhibits accompanying the Development Plan, and all such conditions and restrictions shall be kept in the Franklin Planning and Sustainability Department.

SECTION V. That the following Modifications of Development Standards (MOS) were requested and acted upon by the Board of Mayor and Aldermen after review and recommendation by the Franklin Municipal Planning Commission:

MOS 1: Request to utilize remote parking plan without recorded easement or existing sidewalk connecting the parking area to the use being served. Approved: _____ Denied: _____	10.1.10(B) Remote Parking 2. The remote parking area shall be placed in a recorded easement for the use of an off-site parking location in perpetuity 3. A sidewalk shall connect the remote parking to the use being served *Staff recommended __approval___.*

SECTION VI. That this Resolution shall take effect from and after the passage of Ordinance 2022-02, on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE: _____1/4/2022___

BOMA/FMPC JOINT CONCEPTUAL WORKSHOP: _____1/27/2022__

NEIGHBORHOOD MEETING: _____1/5/2022___

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

PUBLIC HEARING AND BOMA APPROVAL: _____

130 WEST FOWLKES STREET PUD

Franklin, Williamson County, Tennessee

DEVELOPMENT PLAN
PLANNED DISTRICT (1800)

LANDSCAPE ARCHITECT & APPLICANT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
324 LIBERTY PIKE, SUITE 145
FRANKLIN, TN 37064
615-975-5765 | greg.gamble@gdc-tn.com

OWNER:
DAVID LEONARD
130 WEST FOWLKES ST.
FRANKLIN, TN 37064



SITE DATA CHART

PROJECT NAME:	130 WEST FOWLKES STREET PUD
PROJECT NUMBER:	7760
ADDRESS:	130 WEST FOWLKES STREET PUD
PARCEL(S):	078F A 01700
ACREAGE / SF OF SITE:	0.09 AC
BASE ZONING:	R6 RESIDENTIAL
PROPOSED ZONING:	PD (1800)
ZONING OVERLAY:	CFO
BUILDING TYPES APPLIED:	COMMERCIAL BUILDING
FRONTAGE TYPES APPLIED:	LANDSCAPE FRONTAGE
USE:	OFFICE
COMMERCIAL SF (BY USE):	1800 SF
BUILDING HEIGHT:	51'
SETBACKS:	
EXISTING:	
FRONT SETBACK:	6'
SIDE SETBACK:	5'
REAR SETBACK:	10'
FUTURE:	
FRONT SETBACK:	10'
SIDE SETBACK:	5'
REAR SETBACK:	15'
MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	5%
NATURAL AREA REQUIRED:	10%
TREE CANOPY RETENTION:	48%
PARKING REQUIRED (BY USE):	6 SPACES
PARKING PROVIDED (BY USE):	0 SPACES
APPLICANT:	GAMBLE DESIGN COLLABORATIVE 324 LIBERTY PIKE SUITE 145 (615) 975-5765 greg.gamble@gdc-tn.com GREG GAMBLE

SHEET INDEX

C0.0	COVER
C1.0	EXISTING CONDITIONS
C2.0	DEVELOPMENT PLAN SHEET
C2.1	MODIFICATION OF STANDARDS

MODIFICATION OF STANDARDS 1:

10.1.10 B. Remote Parking

Remote parking on a separate site from the site on which the nonresidential use is located may be a permitted alternative when it meets the following:

2. *The remote parking area shall be placed in a recorded easement for the use of an off-site parking location in perpetuity;*
3. *A sidewalk shall connect the remote parking to the use being served;*

A Modification of standard 10.1.10 B. Remote Parking is requested to allow the use of remote parking without meeting conditions 2 and 3 in the zoning ordinance.

The owner of 130 W. Fowlkes Street is requesting a modification of standard to allow the use of remote parking without meeting condition 2 and 3 for the 1,800 sf of office use. The existing building covers 45% of the property, it has a typical side yard of 10 feet and a typical rear yard of 11 feet. On-site parking is only permitted in the side or rear yard of the property. In addition, on-site parking is required to have a 6' landscape buffer adjacent to the property line. There is not sufficient area for on-site parking without removing the existing structure.

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DRAKE A. REEDER
REGISTERED
ENGINEER
TENNESSEE NO. 120
LANDSCAPE ARCHITECT

PRE APP SUBMITTAL:	12/27/2021
INITIAL SUBMITTAL:	01/10/2022
RESUBMITTAL:	02/03/2022

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE



0 8 16 32

N

SITE DATA CHART

PROJECT NAME:	130 WEST FOWLKES STREET PUD
PROJECT NUMBER:	7760
ADDRESS:	130 WEST FOWLKES STREET PUD
PARCEL(S):	078F A 01700
ACREAGE / SF OF SITE:	0.09 AC
BASE ZONING:	R6 RESIDENTIAL
PROPOSED ZONING:	PD (1800)
ZONING OVERLAY:	CFO
BUILDING TYPES APPLIED:	COMMERCIAL BUILDING
FRONTAGE TYPES APPLIED:	LANDSCAPE FRONTAGE
USE:	OFFICE
COMMERCIAL SF (BY USE):	1800 SF
BUILDING HEIGHT:	51'

SETBACKS:

EXISTING:

FRONT SETBACK:	6'
SIDE SETBACK:	5'
REAR SETBACK:	10'

FUTURE:

FRONT SETBACK:	10'
SIDE SETBACK:	5'
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MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	5%
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PARKING PROVIDED (BY USE):	0 SPACES

APPLICANT:

GAMBLE DESIGN COLLABORATIVE
324 LIBERTY PIKE
SUITE 145
(615) 975-5765
greg.gamble@gdc-tn.com
GREG GAMBLE

EXISTING UTILITY STUBS AND CONNECTIONS ARE NOT SHOWN ON THE EXISTING CONDITIONS. THIS CHANGE OF USE WILL REQUIRE A BUILDING PERMIT AND ARCHITECTURAL PLANS WILL BE SUBMITTED UPON COMPLETION OF THE PUD. ALL REQUIRED INFORMATION FOR UTILITY CONNECTIONS WILL BE INCLUDED AT THAT TIME AND NECESSARY UPGRADES WILL BE DETERMINED THROUGH THE REVIEW PROCESS.

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

130 WEST FOWLKES STREET

REZONING PLAN

Franklin, Williamson County, Tennessee

DRAKE A. REEDER REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 1216 LICENSURE

Revision Date

EXISTING CONDITIONS

SHEET

C1.0

COF 7760

This document was prepared by
R. L. RICHARDSON, JR., ATTORNEY
Public Square, Franklin, Tennessee

18FA17

BOOK 340 PAGE 414

FOR AND IN CONSIDERATION OF THE SUM of One and No/100 ($1.00) Dollar, paid in cash, the receipt of which is hereby acknowledged.

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BOOK 340 PAGE 415

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Witness my hand this the 22nd day of May, 1979.

Allen Winstead

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me Lorraine B. Smithson a Notary Public in and for said County and State, the within named Allen Winstead, widower, the bargainor, with whom I am personally acquainted, and acknowledged that he executed the annexed instrument for the purpose therein contained.

Witness my hand and official seal, at this office, this 22nd day of May, 1979.

Lorraine B. Smithson
NOTARY PUBLIC

My commission expires July 13, 1980.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 15.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31 DAY OF May 1979
MY COMMISSION EXPIRES
(AFFIX SEAL) Notary Public

J. B. Kennedy
Register

BOOK 340 PAGE 416

ALLEN WINSTEAD
TO
WINSTEAD TABERNACLE PRIMITIVE
BAPTIST CHURCH

R. L. RICHARDSON, JR.
ATTORNEY
FRANKLIN, TENNESSEE

TENNESSEE STATE PLANE COORDINATE SYSTEM
NASHVILLE ZONE (FIPS ZONE 4100)
WILLIAMSON COUNTY

RECEIVED
MAY 31 1979
WILLIAMSON COUNTY PUBLIC ASSESSOR

WILLIAMSON COUNTY — STATE OF TENNESSEE
Received in Office at 8:45 AM May 29 1979
and Recorded in Book No. 340 Page No. 414-416
Fee $ 5.50 Tax $ 15.00 Total $ 20.50
Receipt No. 32933 Recording Fee Paid by Attorney
Witness my hand

J. B. Kennedy, Register





GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

130 WEST FOWLKES STREET

REZONING PLAN

Franklin, Williamson County, Tennessee

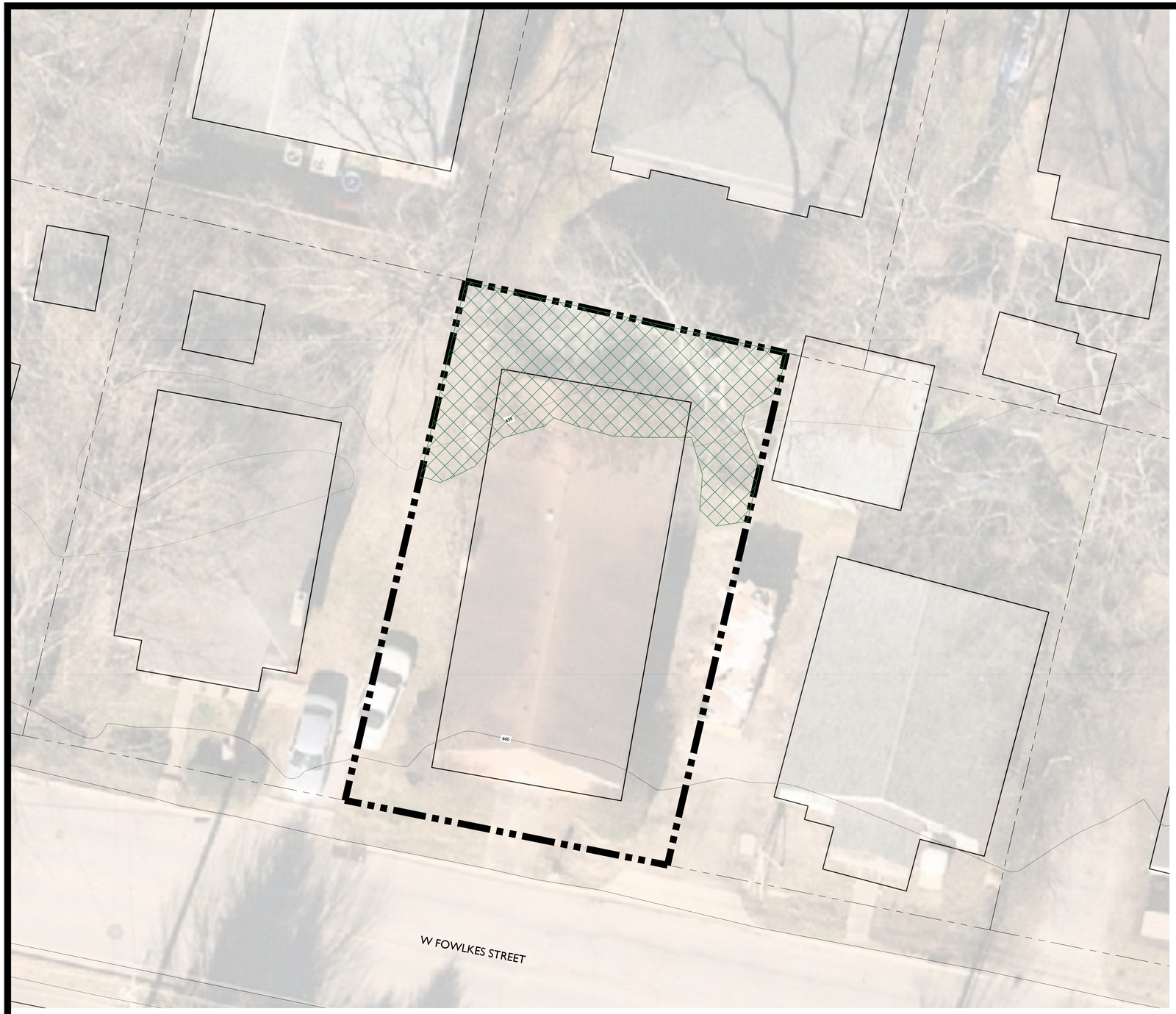
DRAKE A. REEDER
REGISTERED
TENNESSEE No. 1238
LANDSCAPE ARCHITECT

Revision Date
△
△
△
△

EXISTING CONDITIONS

SHEET
C1.1

COF 7760



SITE DATA CHART

PROJECT NAME:	130 WEST FOWLKES STREET PUD
PROJECT NUMBER:	7760
ADDRESS:	130 WEST FOWLKES STREET PUD
PARCEL(S):	078F A 01700
ACREAGE / SF OF SITE:	0.09 AC
BASE ZONING:	R6 RESIDENTIAL
PROPOSED ZONING:	PD (1800)
ZONING OVERLAY:	CFO
BUILDING TYPES APPLIED:	COMMERCIAL BUILDING
FRONTAGE TYPES APPLIED:	LANDSCAPE FRONTAGE
USE:	OFFICE
COMMERCIAL SF (BY USE):	1800 SF
BUILDING HEIGHT:	51'

SETBACKS:

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FRONT SETBACK:	6'
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REAR SETBACK:	10'

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OPEN SPACE REQUIRED:	5%
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TREE CANOPY RETENTION:	48%
PARKING REQUIRED (BY USE):	6 SPACES
PARKING PROVIDED (BY USE):	0 SPACES

APPLICANT:

GAMBLE DESIGN COLLABORATIVE
324 LIBERTY PIKE
SUITE 145
(615) 975-5765
greg.gamble@gdc-tn.com
GREG GAMBLE

PERMITTED USES:
OFFICE (RECORDING STUDIO)

PLANNING NOTES:

BUILDING TO REMAIN

NO ADDITIONAL BUILDING SQUARE FOOTAGE PROPOSED

NO DISTURBANCE OF EXISTING SITE

NO TREE REMOVAL

ONLY CHANGE IS IN BUILDING USE

0 8 16 32

N

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

130 WEST FOWLKES STREET

REZONING PLAN

Franklin, Williamson County, Tennessee

DRAKE A. REEDER REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 329 COMMERCE 12-19

Revision Date

DEVELOPMENT PLAN

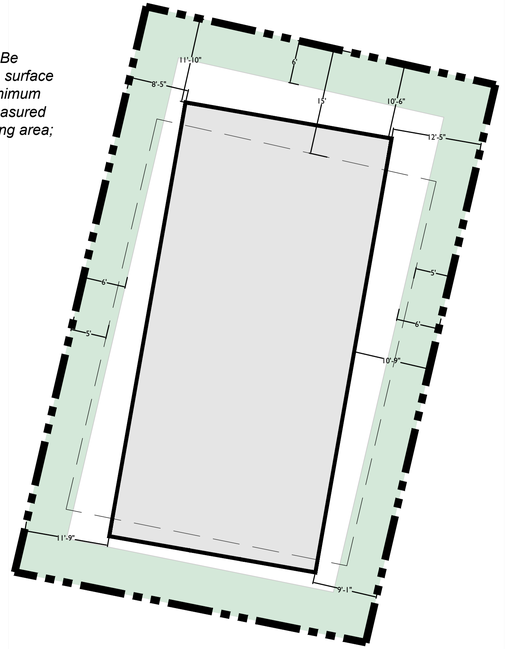
SHEET

C2.0

COF 7760

12.6.3 Perimeter Landscape
A perimeter planting strip shall: Be located along the perimeter of a surface parking area and maintain a minimum average width of six feet, as measured from the outer edge of the parking area;

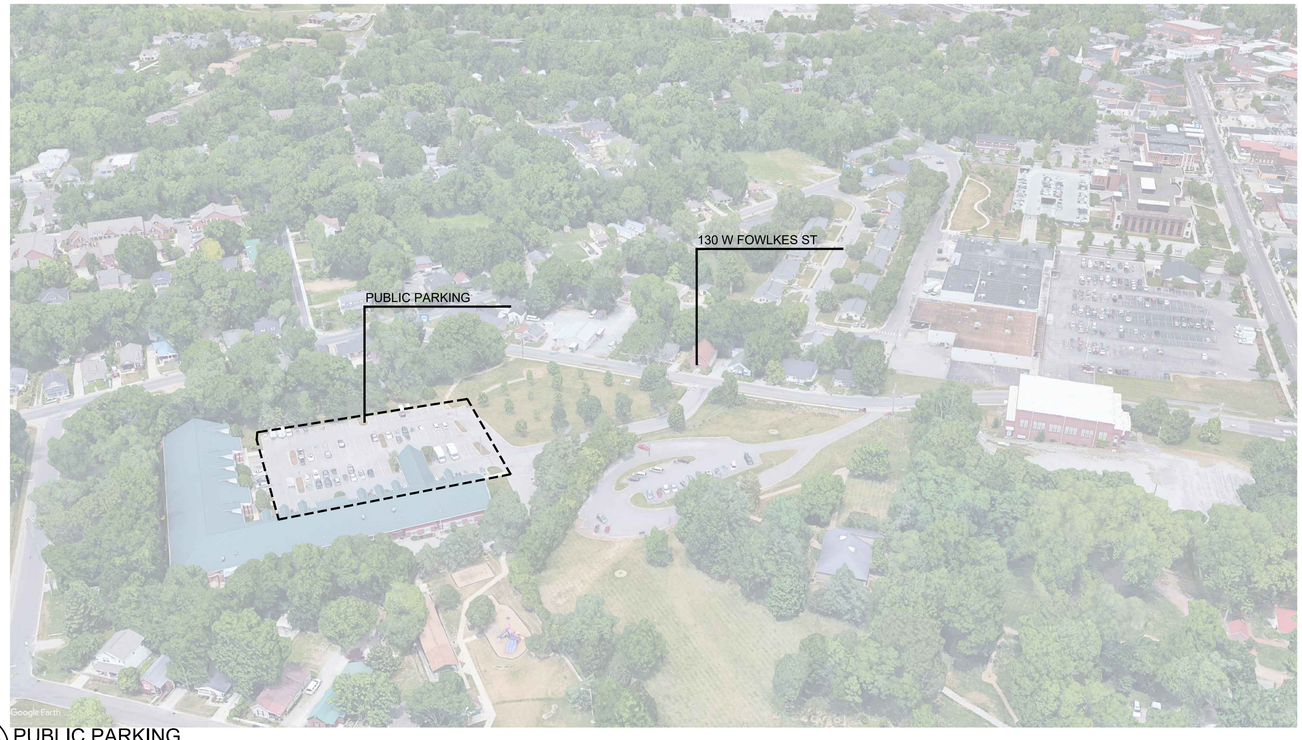
FRONT SETBACK: 10'
(MINIMUM)
SIDE SETBACK: 5'
REAR SETBACK: 15'



1 C2.1 LOT DIAGRAM - RESTRICTIONS
PLAN

N

0' 10' 20'



2 C2.1 PUBLIC PARKING
PLAN

N.T.S

MODIFICATION OF STANDARDS 1:

10.1.10 B. Remote Parking

Remote parking on a separate site from the site on which the nonresidential use is located may be a permitted alternative when it meets the following:

2. *The remote parking area shall be placed in a recorded easement for the use of an off-site parking location in perpetuity;*
3. *A sidewalk shall connect the remote parking to the use being served;*

A Modification of standard 10.1.10 B. Remote Parking is requested to allow the use of remote parking without meeting conditions 2 and 3 in the zoning ordinance.

The owner of 130 W. Fowlkes Street is requesting a modification of standard to allow the use of remote parking without meeting condition 2 and 3 for the 1,800 sf of office use. The existing building covers 45% of the property, it has a typical side yard of 10 feet and a typical rear yard of 11 feet. On-site parking is only permitted in the side or rear yard of the property. In addition, on-site parking is required to have a 6' landscape buffer adjacent to the property line. There is not sufficient area for on-site parking without removing the existing structure.

The structure was originally home to the Winstead Tabernacle. The church building has deep cultural ties to the Natchez neighborhood. Although not listed on the historic registry, it is a very significant historic structure to the African American community in Franklin. In order to preserve the building, the applicant is requesting remote parking solutions to address parking concerns. Across the street from the site is a Williamson County public parking lot that we have written permission from the mayor to use for the property. Not only is there public parking across the street, but there are also multiple on street parking spaces available within a 1320' radius of the site. Although there is sidewalk access to many of these spaces, there is currently not a sidewalk available on the north side of W Fowlkes Street. Users would have to cross the street to access the sidewalk that runs along the south side of W Fowlkes Street.

1. The modification will enhance the design of the development more than if the standards were strictly adhered to:
   a. **In trying to keep with existing character and preservation of the existing building, adding a parking lot would change the nature and feel of the site and the community, not to mention cause the removal of existing building. Because of the parking requirements for a parking lot in Franklin, a parking area cannot currently be designed on site that also preserves the existing building.**

2. The conditions upon which the request is based are unique to the design intent for the development and are not applicable generally to other property:
   a. **Because of the location and size of the existing building and lot, there is not enough space to create a parking area to meet the City of Franklin parking requirements. The design intent is to reuse this old church building and turn it into a recording studio. Because of the reuse of buildings (as encouraged by Envision Franklin) in this infill property, our development is unique and would not be applicable to other developments. The compact residential design concept also only applies to the Hard Bargain and Natchez Street Historic Neighborhoods, so our project is unique in an already very specifically designated area in Franklin. There are currently multiple public parking spaces within a 1320 foot radius of the site including a public parking lot across the street.**

3. The modification is consistent with the intent of Envision Franklin:
   a. **Envision Franklin states in compact residential that *"These walkable neighborhoods typically consist of low-scale cottages, small building footprints, small lots, and shallow setbacks. These established characteristics of the historically significant neighborhoods should be preserved".* It also states that infill and redevelopment should be contextually compatible and that the adaptive reuse of historic structures are recommended over new construction. Our development seeks to take an abandoned church site and reuse the building to create a recording studio. It is our intent to not disturb the existing site or add additional building square footage so we will be preserving and maintaining the existing structure.**

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

130 WEST FOWLKES STREET
REZONING PLAN
Franklin, Williamson County, Tennessee

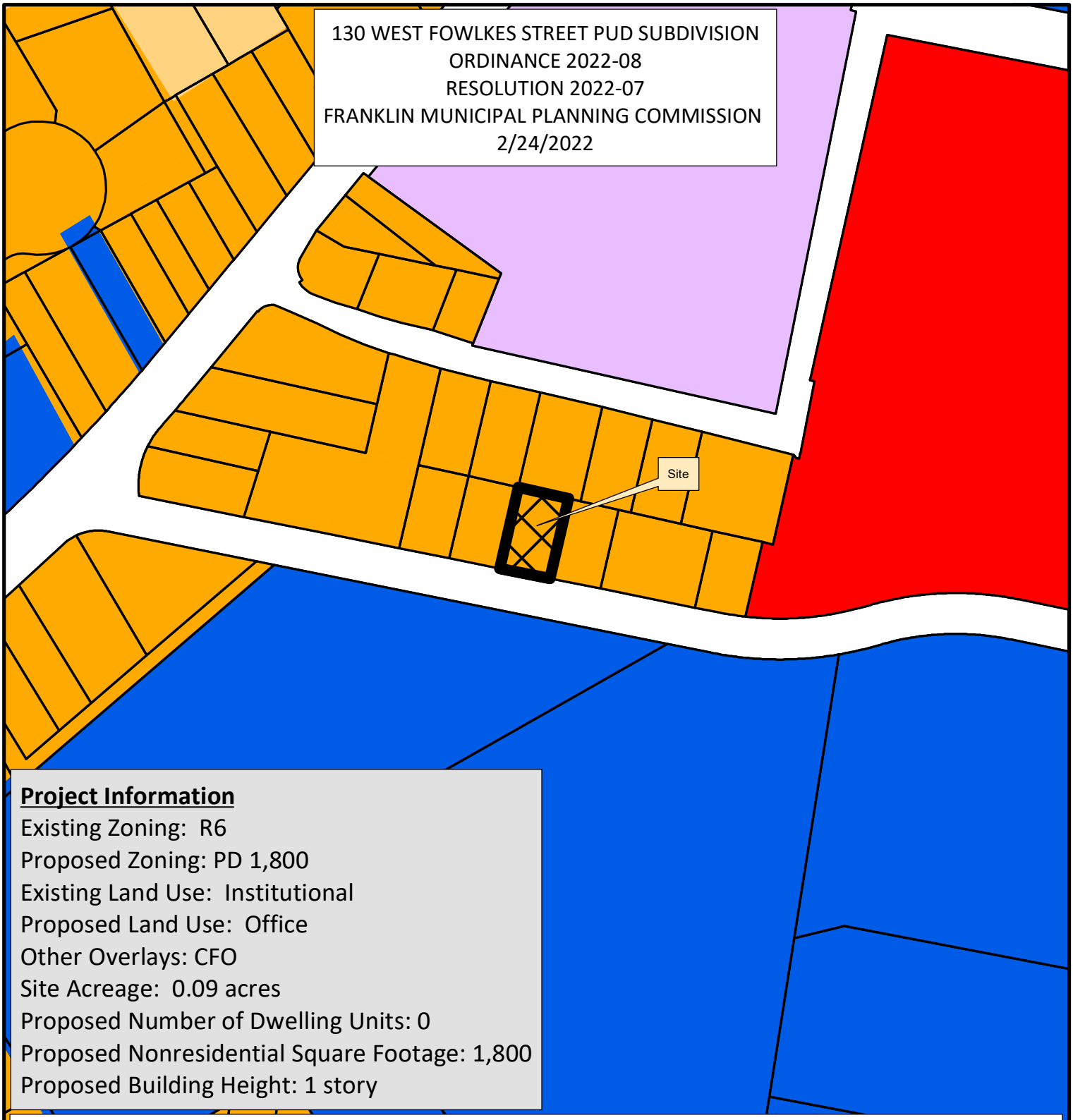
DRAKE A. REEDER REGISTERED LANDSCAPE ARCHITECT TENNESSEE No. 1230

Revision Date
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△
△
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MODIFICATION OF STANDARDS

SHEET
C2.1

COF 7760



Project Information

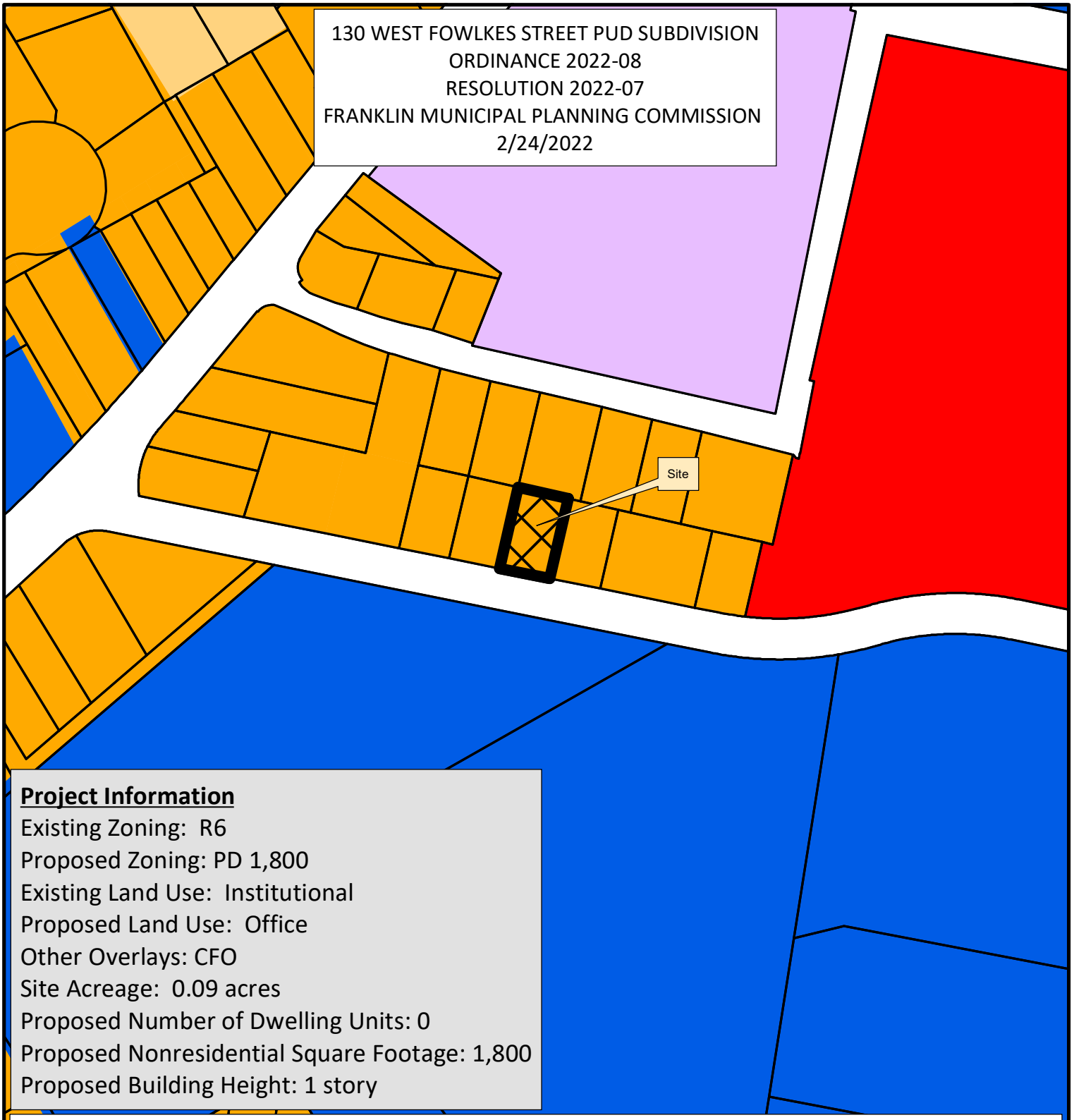
Existing Zoning: R6
Proposed Zoning: PD 1,800
Existing Land Use: Institutional
Proposed Land Use: Office
Other Overlays: CFO
Site Acreage: 0.09 acres
Proposed Number of Dwelling Units: 0
Proposed Nonresidential Square Footage: 1,800
Proposed Building Height: 1 story

- 130 West Fowlkes St PUD
- AG Agricultural District
- ER Estate Residential District
- R1 Residential 1 District
- R2 Residential 2 District
- R3 Residential 3 District
- R4 Residential 4 District
- R6 Residential 6 District
- MR Mixed Residential District
- PD Planned District
- OR Office Residential District
- CI Civic Institutional District
- NC Neighborhood Commercial
- CC Central Commercial District
- DD Downtown District
- 1ST Avenue District
- 5TH Avenue District
- RC6 Regional Commerce 6 District
- RC12 Regional Commerce 12 District
- GO General Office District
- LI Light Industrial District
- HI Heavy Industrial District

N

0 70 140 280 Feet

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2021. All rights reserved.



Project Information

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COF no: 7760

CONDITIONS OF APPROVAL:

Open Issues: 5 These issues are currently being filtered

FIRE--Planning

General Issues

1. Fire Protection

curt.edelmann@franklintn.gov A hydrant flow test is required. The flow test must be from within the past 6-months.
This issue will remain open until the applicant submits the flow test information.

Please make sure the flow test information is shown on the utility drawings.
[Edited By Curt Edelmann]

Planning

General Issues

4. Setbacks

joseph.bryan@franklintn.gov Update the lot diagram on Sheet C2.1 to reflect the future setback minimums.

14. Modification of Standards

joseph.bryan@franklintn.gov Because the applicant has submitted additional exhibits including the letter from Mayor Rogers Anderson's office and the parking availability report, Staff can support the MOS in this instance as the protection and adaptive reuse of the existing building is in line with the recommendations of Envision Franklin.

Sanitation and Environmental Services

General Issues

17. Solid Waste Containers

nate.ridley@franklintn.gov What kind of container will they be using, 8yd dumpster or 96 gallon rollout?

Water/Sewer

General Issues

12. Water/Sewer availability

ben.mcneil@franklintn.gov The water and sanitary sewer availability is under review.

130 WEST FOWLKES STREET PUD

Franklin, Williamson County, Tennessee

DEVELOPMENT PLAN
PLANNED DISTRICT (1800)

LANDSCAPE ARCHITECT & APPLICANT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
324 LIBERTY PIKE, SUITE 145
FRANKLIN, TN 37064
615-975-5765 | greg.gamble@gdc-tn.com

OWNER:
DAVID LEONARD
130 WEST FOWLKES ST.
FRANKLIN, TN 37064



SITE DATA CHART

PROJECT NAME:	130 WEST FOWLKES STREET PUD
PROJECT NUMBER:	7760
ADDRESS:	130 WEST FOWLKES STREET PUD
PARCEL(S):	078F A 01700
ACREAGE / SF OF SITE:	0.09 AC
BASE ZONING:	R6 RESIDENTIAL
PROPOSED ZONING:	PD (1800)
ZONING OVERLAY:	CFO
BUILDING TYPES APPLIED:	COMMERCIAL BUILDING
FRONTAGE TYPES APPLIED:	LANDSCAPE FRONTAGE
USE:	OFFICE
COMMERCIAL SF (BY USE):	1800 SF
BUILDING HEIGHT:	51'
SETBACKS:	
EXISTING:	
FRONT SETBACK:	6'
SIDE SETBACK:	5'
REAR SETBACK:	10'
FUTURE:	
FRONT SETBACK:	10'
SIDE SETBACK:	5'
REAR SETBACK:	15'
MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	5%
NATURAL AREA REQUIRED:	10%
TREE CANOPY RETENTION:	48%
PARKING REQUIRED (BY USE):	6 SPACES
PARKING PROVIDED (BY USE):	0 SPACES
APPLICANT:	GAMBLE DESIGN COLLABORATIVE 324 LIBERTY PIKE SUITE 145 (615) 975-5765 greg.gamble@gdc-tn.com GREG GAMBLE

SHEET INDEX

C0.0	COVER
C1.0	EXISTING CONDITIONS
C2.0	DEVELOPMENT PLAN SHEET
C2.1	MODIFICATION OF STANDARDS

MODIFICATION OF STANDARDS 1:

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DRAKE A. REEDER
REGISTERED
ENGINEER
TENNESSEE NO. 120
LANDSCAPE ARCHITECT

PRE APP SUBMITTAL:	12/27/2021
INITIAL SUBMITTAL:	01/10/2022
RESUBMITTAL:	02/03/2022

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE



0 8 16 32

N

SITE DATA CHART

PROJECT NAME:	130 WEST FOWLKES STREET PUD
PROJECT NUMBER:	7760
ADDRESS:	130 WEST FOWLKES STREET PUD
PARCEL(S):	078F A 01700
ACREAGE / SF OF SITE:	0.09 AC
BASE ZONING:	R6 RESIDENTIAL
PROPOSED ZONING:	PD (1800)
ZONING OVERLAY:	CFO
BUILDING TYPES APPLIED:	COMMERCIAL BUILDING
FRONTAGE TYPES APPLIED:	LANDSCAPE FRONTAGE
USE:	OFFICE
COMMERCIAL SF (BY USE):	1800 SF
BUILDING HEIGHT:	51'

SETBACKS:

EXISTING:

FRONT SETBACK:	6'
SIDE SETBACK:	5'
REAR SETBACK:	10'

FUTURE:

FRONT SETBACK:	10'
SIDE SETBACK:	5'
REAR SETBACK:	15'

MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	5%
NATURAL AREA REQUIRED:	10%
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PARKING REQUIRED (BY USE):	6 SPACES
PARKING PROVIDED (BY USE):	0 SPACES

APPLICANT:

GAMBLE DESIGN COLLABORATIVE
324 LIBERTY PIKE
SUITE 145
(615) 975-5765
greg.gamble@gdc-tn.com
GREG GAMBLE

EXISTING UTILITY STUBS AND CONNECTIONS ARE NOT SHOWN ON THE EXISTING CONDITIONS. THIS CHANGE OF USE WILL REQUIRE A BUILDING PERMIT AND ARCHITECTURAL PLANS WILL BE SUBMITTED UPON COMPLETION OF THE PUD. ALL REQUIRED INFORMATION FOR UTILITY CONNECTIONS WILL BE INCLUDED AT THAT TIME AND NECESSARY UPGRADES WILL BE DETERMINED THROUGH THE REVIEW PROCESS.

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

130 WEST FOWLKES STREET

REZONING PLAN

Franklin, Williamson County, Tennessee

DRAKE A. REEDER REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 328 COMMERCE 12/19

Revision Date

EXISTING CONDITIONS

SHEET

C1.0

COF 7760

This document was prepared by
R. L. RICHARDSON, JR., ATTORNEY
Public Square, Franklin, Tennessee

18FA17

BOOK 340 PAGE 414

FOR AND IN CONSIDERATION OF THE SUM of One and No/100 ($1.00) Dollar, paid in cash, the receipt of which is hereby acknowledged.

I, Allen Winstead, widower, have bargained and sold, and do hereby transfer and convey unto the Winstead Tabernacle Primitive Baptist Church, subject to the life estate of Allen Winstead, the following described land in the Ninth Civil District of Williamson County, Tennessee, more particularly described as follows:

A lot fronting 50 feet on the north side of Eleventh Avenue, running back between parallel lines 100 feet, more or less, to the Truett property; bounded generally on the North by Truett; on the East by Samual Lee Johnson, Agent, on the south by Eleventh Avenue and on the West by Addie Lee Hunter.

Being the same property conveyed to Allen Winstead, by deed of Samuel Lee Johnson, Agent, as of record in Book 93, page 437, in the Register's office of Williamson County, Tennessee.

TO HAVE AND TO HOLD the said lands, with the improvements and appurtenances thereunto belonging, to the said Winstead Tabernacle Primitive Baptist Church, its successors and assigns, forever.

I covenant with the said Winstead Tabernacle Primitive Baptist Church, that I am lawfully seized of said land, have a good right to convey it, and that it is unencumbered, except by the above mentioned life estate which is being retained by Allen Winstead.

And I do further covenant and bind myself, my heirs and representatives to warrant and forever defend the title to

BOOK 340 PAGE 415

said property, to the said Winstead Tabernacle Primitive Baptist Church, its successors and assigns, against the lawful claims of all persons.

In the event the property is ever sold the proceeds will have to be invested in another Church to be called the Winstead Tabernacle Primitive Baptist Church. Said Church is always to remain in the old (original) Lynn Creek Association, that Allen Winstead has been moderater of and not the new Branch.

Witness my hand this the 22nd day of May, 1979.

Allen Winstead

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me Lorraine B. Smithson a Notary Public in and for said County and State, the within named Allen Winstead, widower, the bargainor, with whom I am personally acquainted, and acknowledged that he executed the annexed instrument for the purpose therein contained.

Witness my hand and official seal, at this office, this 22nd day of May, 1979.

Lorraine B. Smithson
NOTARY PUBLIC

My commission expires July 13, 1980.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 15.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31 DAY OF May 1979
MY COMMISSION EXPIRES
(AFFIX SEAL) Notary Public

BOOK 340 PAGE 416

ALLEN WINSTEAD
TO
WINSTEAD TABERNACLE PRIMITIVE
BAPTIST CHURCH

R. L. RICHARDSON, JR.
ATTORNEY
FRANKLIN, TENNESSEE

TENNESSEE STATE PLANNING COMMISSION
WILLIAMSON COUNTY

WILLIAMSON COUNTY — STATE OF TENNESSEE
Received for Record this 24 day of May 1979 at 8:45 A.M.
and Recorded in Book No. 340 Page No. 414-416
Fee $ 3.50 Tax $ 15.00
Recording Fee $ 3.50 Total $ 18.50
Witness my hand
J. R. Kennedy, Register





GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

130 WEST FOWLKES STREET
REZONING PLAN
Franklin, Williamson County, Tennessee

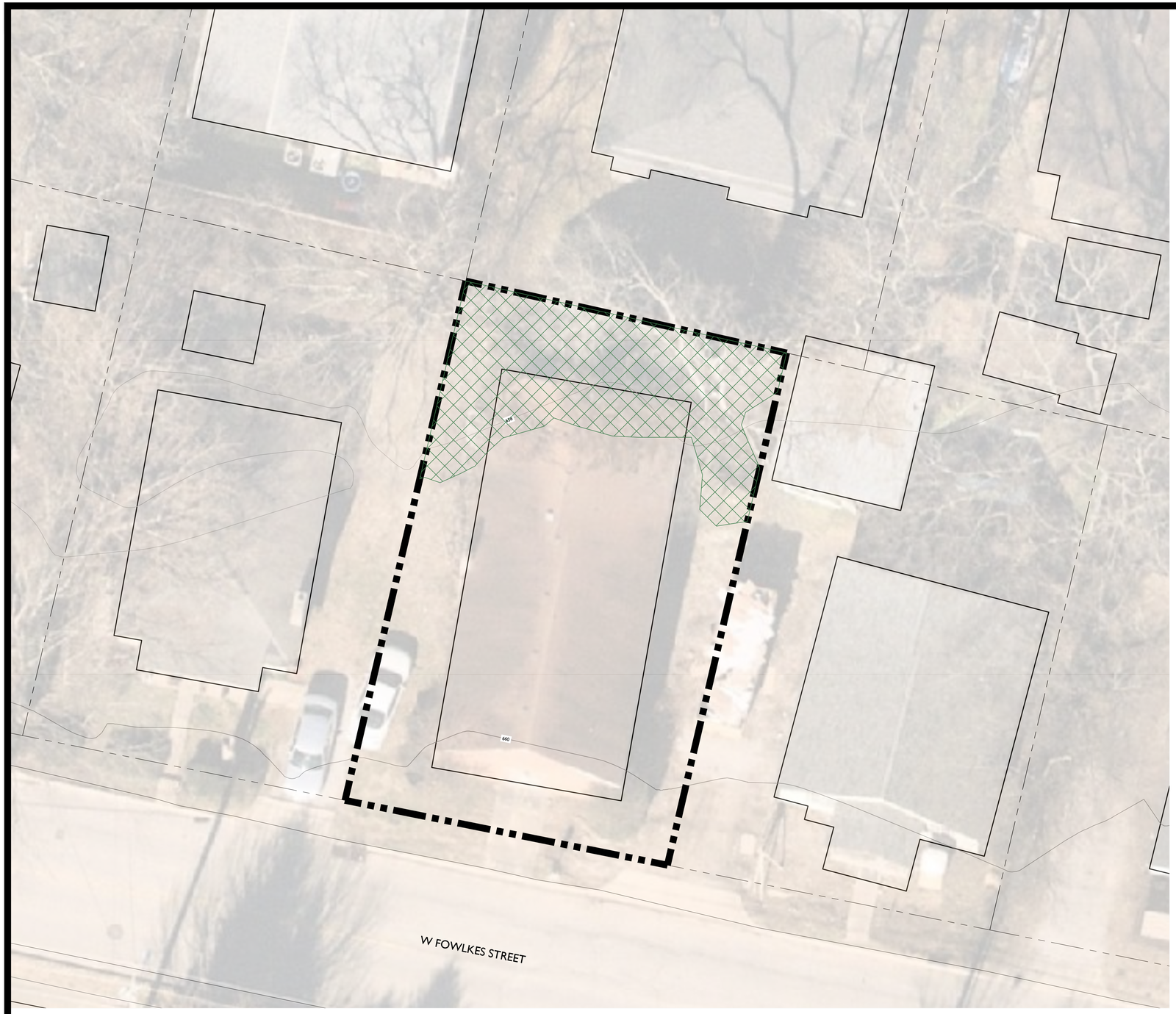
DRAKE A. REEDER
REGISTERED
TENNESSEE No. 1238
LANDSCAPE ARCHITECT

Revision Date
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EXISTING CONDITIONS

SHEET
C1.1

COF 7760



SITE DATA CHART

PROJECT NAME:	130 WEST FOWLKES STREET PUD
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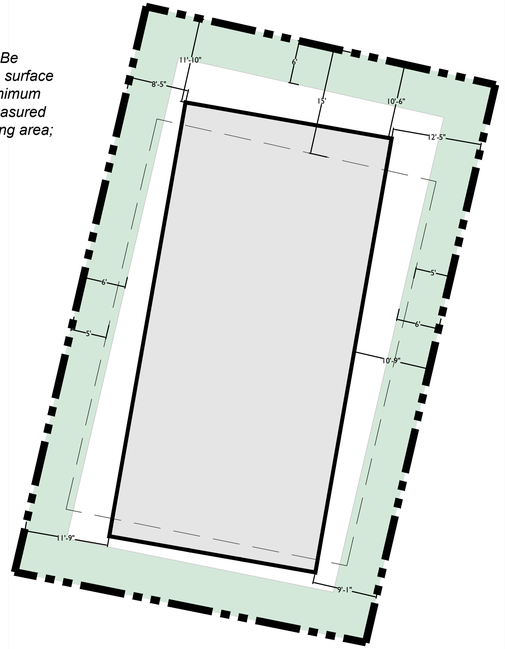
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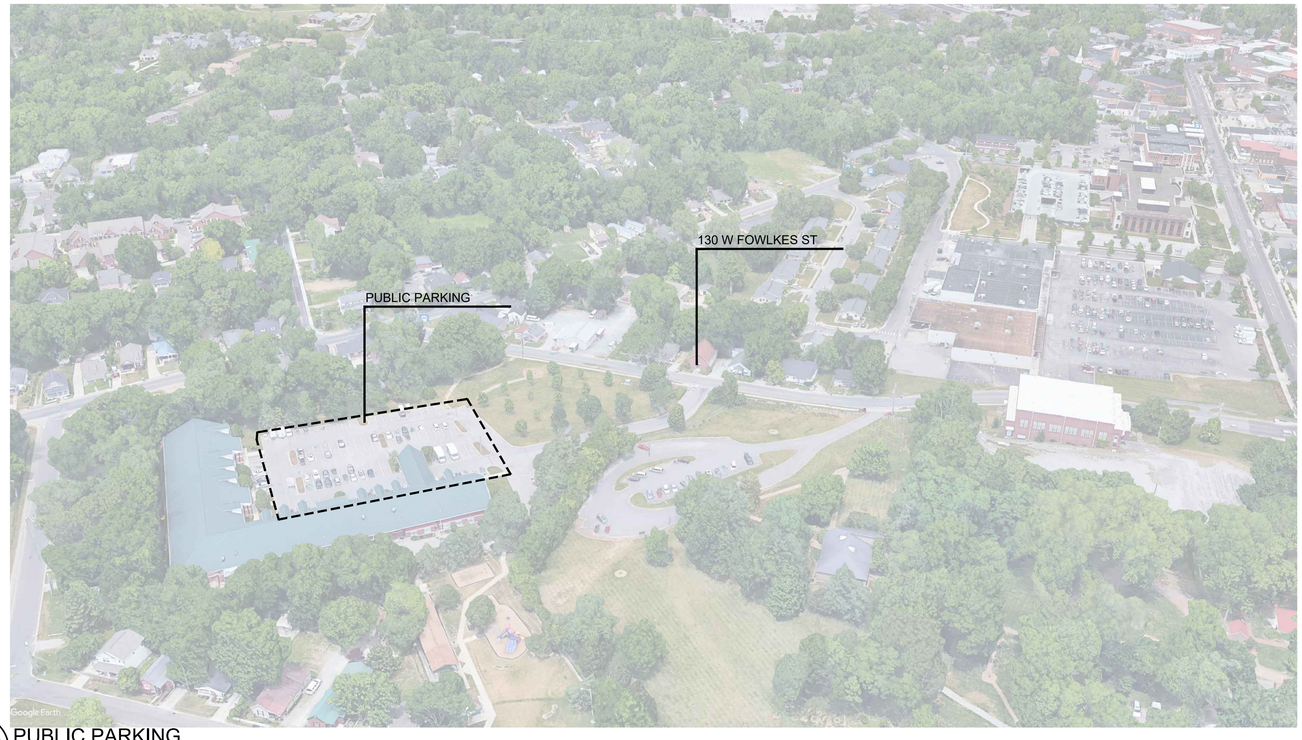
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1 C2.1 LOT DIAGRAM - RESTRICTIONS
PLAN

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2 C2.1 PUBLIC PARKING
PLAN

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   a. **In trying to keep with existing character and preservation of the existing building, adding a parking lot would change the nature and feel of the site and the community, not to mention cause the removal of existing building. Because of the parking requirements for a parking lot in Franklin, a parking area cannot currently be designed on site that also preserves the existing building.**

2. The conditions upon which the request is based are unique to the design intent for the development and are not applicable generally to other property:
   a. **Because of the location and size of the existing building and lot, there is not enough space to create a parking area to meet the City of Franklin parking requirements. The design intent is to reuse this old church building and turn it into a recording studio. Because of the reuse of buildings (as encouraged by Envision Franklin) in this infill property, our development is unique and would not be applicable to other developments. The compact residential design concept also only applies to the Hard Bargain and Natchez Street Historic Neighborhoods, so our project is unique in an already very specifically designated area in Franklin. There are currently multiple public parking spaces within a 1320 foot radius of the site including a public parking lot across the street.**

3. The modification is consistent with the intent of Envision Franklin:
   a. **Envision Franklin states in compact residential that *"These walkable neighborhoods typically consist of low-scale cottages, small building footprints, small lots, and shallow setbacks. These established characteristics of the historically significant neighborhoods should be preserved".* It also states that infill and redevelopment should be contextually compatible and that the adaptive reuse of historic structures are recommended over new construction. Our development seeks to take an abandoned church site and reuse the building to create a recording studio. It is our intent to not disturb the existing site or add additional building square footage so we will be preserving and maintaining the existing structure.**

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

130 WEST FOWLKES STREET
REZONING PLAN
Franklin, Williamson County, Tennessee

DRAKE A. REEDER REGISTERED LANDSCAPE ARCHITECT TENNESSEE No. 1230

Revision Date
△ _____
△ _____
△ _____
△ _____

MODIFICATION OF STANDARDS

SHEET
C2.1

COF 7760

Parking Report prepared for 130 W Fowlkes St

A parking observation and subsequent report was performed at the Williamson County Community Services Building. Located directly across the street at 129 W Fowlkes Street from the site is the Williamson County Community Services building and associated parking lot. The parking lot, shown below, has a parking capacity of 120 spaces.



Our observations we performed on four different days over the course of a week. We focused our counting from 3 pm-5 pm when the building would be at its highest use and give the most accurate availability.

The average parking availability: 86 Spaces

See next page for number parking breakdown

greg.gamble@gdc-tn.com | 615.975.5765 cell | 3020 Stansberry Lane, Suite 201, Franklin, TN 37069

Data Breakdown:

Wednesday, February 2, 2022 (4:15 pm)

43 cars/buses in the parking lot (45 spaces occupied total as the 2 buses count for 4 spaces)

Parking available: 75 spaces

Monday, February 7, 2022 (4:18 pm)

28 cars/buses in the parking lot (30 spaces occupied total as the 2 buses count for 4 spaces)

Parking available: 90 spaces

Tuesday, February 8, 2022 (4:27 pm)

27 cars/buses in the parking lot (29 spaces occupied total as the 2 buses count for 4 spaces)

Parking available: 91 spaces

Wednesday, February 9, 2022 (4:27 pm)

28 cars/buses in the parking lot (30 spaces occupied total as the 2 buses count for 4 spaces)

Parking available: 90 spaces

Sincerely,



Greg Gamble

DEVELOPMENT PLANNING DESIGN MANAGEMENT

greg.gamble@gdc-tn.com | 615.975.5765 cell | 3020 Stansberry Lane, Suite 201, Franklin, TN 37069

File #: 21-01917

DATE: February 16, 2022

TO: Board of Mayor and Aldermen

FROM: Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Chelsea Randolph, Planner

SUBJECT:

Consideration Of Ordinance 2021-05, An Ordinance To Rezone 233.66 Acres From Agricultural (AG) District And Civic Institutional (CI) District To Planned (PD 2.02) District For Several Properties Located Near The Intersection Of Hillsboro Road And Mack Hatcher Memorial Parkway (Brownland Farm PUD Subdivision). Establishing A Public Hearing For April 26, 2022.
FMPC 6/24/21, Approval failed 3-4
WS 7/13/21
BOMA 8/10/21, 8-0; 9/14/21, 6-1 Approve and Defer Third Reading to10/12/21; 10/12/21, 8-0 Refer to Planning Commission
FMPC 2/24/22, 6-2 to Disapprove

PURPOSE:

PROJECT INFORMATION
COF Project Number: 7471
Applicant: Greg Gamble with Gamble Design Collaborative
Owner: Robin Anderton with Anderton Family Partnership, Margaret B. Anderton Rev. Trust, Christ Community Church, and Stephen B. Etherly

BACKGROUND/STAFF COMMENTS:
UPDATE FOR 2/24 FMPC MEETING:
At the October 12, 2021 BOMA meeting, the rezoning and development plan were referred back to Planning Commission for review, with five conditions that BOMA wished to see addressed. One of these items included the reduction of units to no more than 395 units.The updated plan has 357 units, and the proposed housing types in this revised plan are supported by Envision Franklin. The development still proposes development in the Floodplain and Floodway, which is against the guidance of Envision Franklin. Therefore, staff is still recommending disapproval.

PREVIOUS STAFF REPORT:
Envision Franklin places this development in both the Conservation Subdivision and the Conservation Design Concepts. Conservation Subdivision calls for the primary use to be single-family residential, and supports secondary uses of multiplexes and duplexes. Additionally, there is a special consideration for this area of the city that also supports townhomes as a secondary use.

Conservation does not support any residential uses, and only supports recreational uses that preserve the natural features of the area.

This plan includes additional housing types that are not supported by Envision Franklin, and also shows development encroaching significantly into the Conservation Design Concept. Because of these two factors, staff believes that the density they are proposing can only be achieved by a plan that is direct conflict with several components of Envision Franklin, and therefore recommends disapproval.

PROCEDURAL REQUIREMENTS:

1. The city's project identification number shall be included on all correspondence with any city department relative to this project.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

FMPC recommended disapproval of Ordinance 2021-05 by a vote of 6-2 at the February 24, 2022 Planning Commission meeting.
Staff recommends that the Board of Mayor and Aldermen disapprove Ordinance 2021-05.

ORDINANCE 2021-05

AN ORDINANCE TO REZONE 233.64 ACRES FROM AGRICULTUAL (AG) DISTRICT AND CIVIC INSTITUTIONAL (CI) DISTRICT TO PLANNED (PD 1.52) DISTRICT FOR THE PROPERTIES LOCATED NEAR THE INTERSECTION OF HILLSBORO ROAD AND MACK HATCHER MEMORIAL PARKWAY (BROWNLAND FARM PUD SUBDIVISION)

WHEREAS, the City of Franklin, Tennessee, encourages responsible growth and the sensible transition of land uses and densities; and

WHEREAS, the Planned (PD 1.52) district provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, adopted Resolution 2021-53, approving a Planned Unit Development (PUD) Development Plan as required by the Franklin Zoning Ordinance; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of **Agricultural (AG) District and Civic Institutional (CI) District** to **Planned (PD 1.52)** District:

PREMISES CONSIDERED

Map-Parcel	Acres
63-2.00 63-2.02	184.144
63-2.01	9.328
52O/GROUP A-27.00	26.89
52-7.01	13.277
Total	233.64

SECTION II. That the attached Location Map and Survey shall serve the purpose of further delimiting the geographical boundaries as described by this Ordinance.

SECTION III. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

By: _____
Eric Stuckey
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED: _____

PASSED FIRST READING: _____

PUBLIC HEARING HELD: _____

PASSED SECOND READING: _____

PASSED THIRD READING: _____

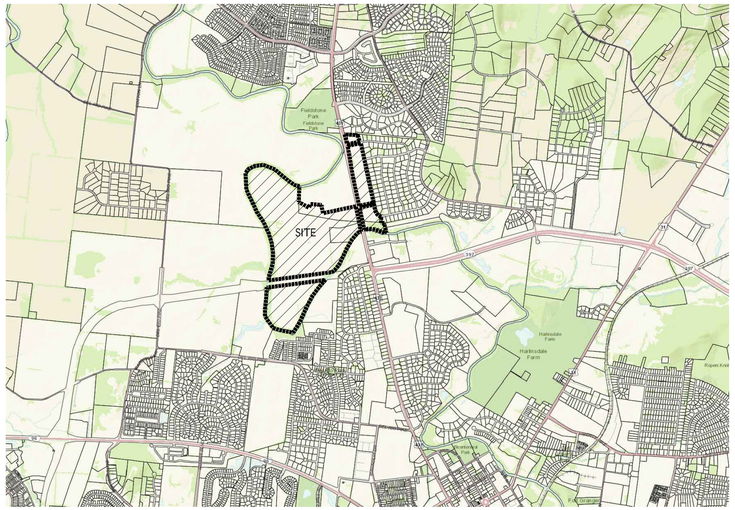
BROWNLAND FARM

PD (1.52)
REZONING REQUEST

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

SHEET INDEX

C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS PLAN
C1.1	ENLARGED EXISTING CONDITIONS PLAN
C1.2	ENLARGED EXISTING CONDITIONS PLAN
C1.3	ENLARGED EXISTING CONDITIONS PLAN
C1.4	ENLARGED EXISTING CONDITIONS PLAN
C1.5	ENLARGED EXISTING CONDITIONS PLAN
C1.6	ENLARGED EXISTING CONDITIONS PLAN
C1.7	ENLARGED EXISTING CONDITIONS PLAN
C1.8	ENLARGED EXISTING CONDITIONS PLAN
C1.9	ENLARGED EXISTING CONDITIONS PLAN
C1.10	ENLARGED EXISTING CONDITIONS PLAN
C1.11	ENLARGED EXISTING CONDITIONS PLAN
C1.12	ENLARGED EXISTING CONDITIONS PLAN
C1.13	ENLARGED EXISTING CONDITIONS PLAN


SITE
Fieldstone Farm Park
Hattendale Farm
Hattendale Farm
Rupert Kvist
Hattendale Farm
Hattendale Farm
Hattendale Farm


MACK HATCHER PARKWAY
HILLSBORO ROAD
HILLSBORO ROAD
HILLSBORO ROAD
HILLSBORO ROAD
HILLSBORO ROAD
HILLSBORO ROAD
HILLSBORO ROAD
MACK HATCHER PARKWAY
MACK HATCHER PARKWAY
MACK HATCHER PARKWAY



GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE REGISTERED LANDSCAPE ARCHITECT
2332

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.1

COF # 7471

MATCHLINE SHEET C1.1

MATCHLINE SHEET C1.2

RIVER

TOP OF BANK

60' RIPARIAN BUFFER (ZONE 1)

616

620

622

614

SSMH
TOP 621.2
INV IN 609.9
INV OUT 609.8

EXISTING FLOODWAY

EX. 100 YR FLOODPLAIN

STEPHEN B AND
ROBERT M EATHERLY
MAP 52O/ GROUP A
PARCEL 27.00

HILLSBORO ROAD
(MAJOR ARTERIAL 104'-120' ROW)

SS

MATCHLINE SHEET C1.3

MATCHLINE SHEET C1.2

MATCHLINE SHEET C1.2

MATCHLINE SHEET C1.7

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

N

0 50 100 150

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE REGISTERED
LANDSCAPE ARCHITECT

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.2

COF # 7471



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

N

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GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT
TENNESSEE
No. 2100
LANDSCAPE ARCHITECT

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.3

COF # 7471



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED
TENNESSEE
LANDSCAPE ARCHITECT

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.4

COF # 7471

MATCHLINE SHEET C1.4

MATCHLINE SHEET C1.5

HARPETH RIVER

EX 100 YR FLOODPLAIN

EXISTING FLOODWAY

TOP OF BANK

60' RIPARIAN BUFFER (ZONE 1)

MORE LIVINGFIELD
MAP 51, PARCEL 15.02
D BOOK 5467, PAGE 800

KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

MATCHLINE SHEET C1.5

MATCHLINE SHEET C1.6

MATCHLINE SHEET C1.5

MATCHLINE SHEET C1.10

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

N

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GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE REGISTERED LANDSCAPE ARCHITECT
2332

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.5

COF # 7471



SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE
REGISTERED
LANDSCAPE ARCHITECT

Revision Date
1 _____
2 _____
3 _____
4 _____

ENLARGED EXISTING CONDITIONS

SHEET
C1.6

COF # 7471

MATCHLINE SHEET C1.2

MATCHLINE SHEET C1.7

MATCHLINE SHEET C1.7

MATCHLINE SHEET C1.8

MATCHLINE SHEET C1.7

COMMUNITY CHURCH
OF FRANKLIN
42, PARCEL 7.00
OOK 1859, PAGE 793

MONTICELLO ROAD
(LOCAL STREET - 60' ROW)

HILLSBORO ROAD
(MAJOR ARTERIAL - 104' 120' ROW)

STEPHEN B AND
ROBERT M EATHERLY
MAP 52O/ GROUP A
PARCEL 27.00

ANDERTON FAMILY
PARTNERSHIP
MAP 63, PARCEL 2.00

ANDERTON MARGARET
REV TRUST
MAP 63, PARCEL 2.01

SSMH
TOP 626.2
INV IN 613.9
INV OUT 613.8

SSMH
TOP 625.3
INV OUT 615.3

EX 100 YR FLOODPLAIN

EXISTING FLOODWAY

30' RIPARIAN BUFFER (ZONE 1)

TOP OF BANK

KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

N

0 50 100 150

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

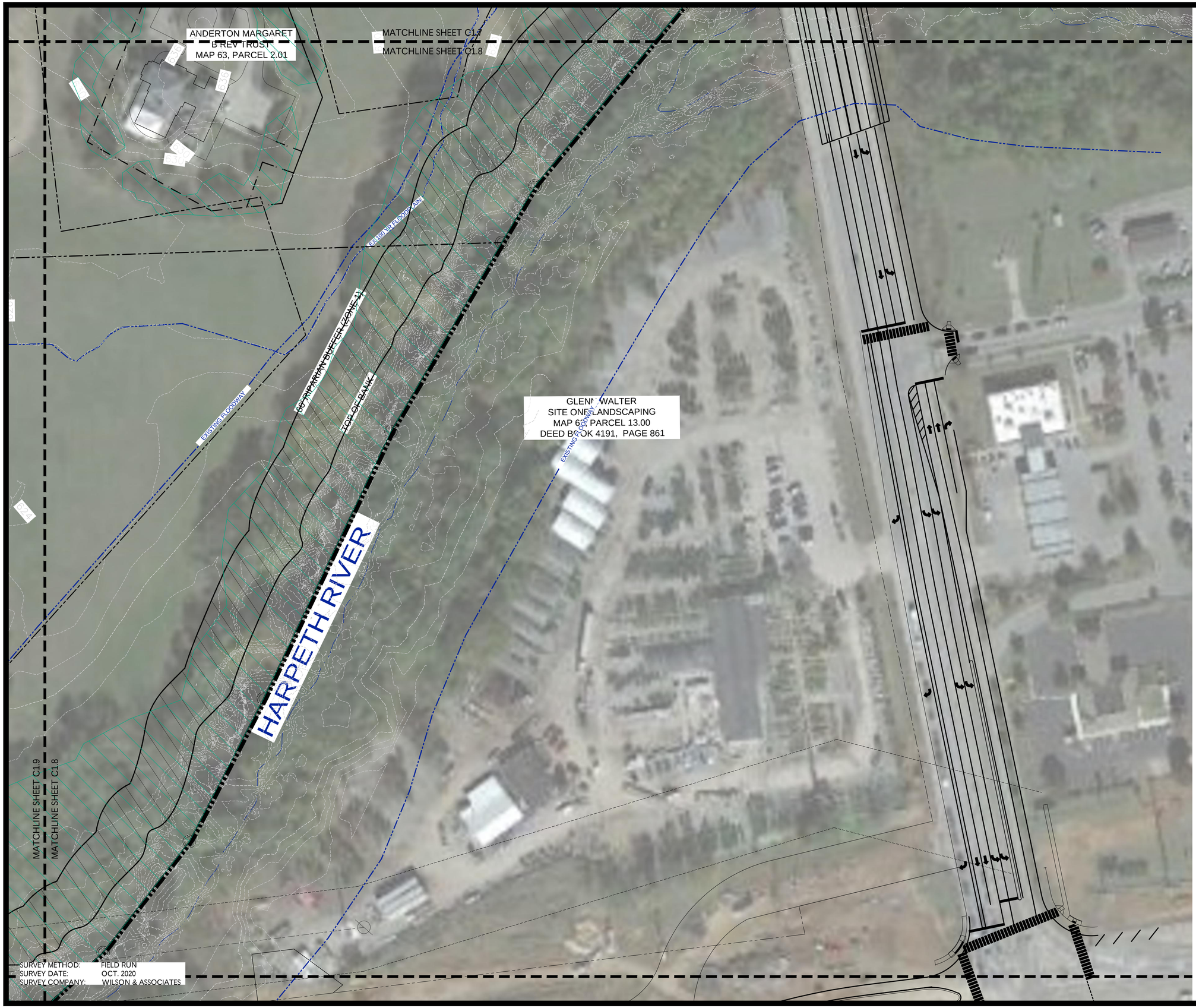
GREGORY C. GAMBLE
TENNESSEE
REGISTERED
LANDSCAPE ARCHITECT

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.7

COF # 7471



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

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GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT
TENNESSEE
2222

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.8

COF # 7471



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

N

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GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE REGISTERED LANDSCAPE ARCHITECT

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.9

COF # 7471



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

N

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SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE REGISTERED LANDSCAPE ARCHITECT

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.10

COF # 7471


MATCHLINE SHEET C1.10
MATCHLINE SHEET C1.11
TVA ROW
TVA ROW
TVA ROW
MACK HATCHE
UNDER CONST
ROW 2
TOP OF BANK
60' RIPARIAN BUFFER (ZONE 1)
TOP OF BANK
EXISTING FLOODWAY
EXISTING FLOODWAY
EXISTING FLOODWAY
HARPETH RIVER
MATCHLINE SHEET C1.11
MATCHLINE SHEET C1.12
MATCHLINE SHEET C1.11
MATCHLINE SHEET C1.13
ANDERTON FAMILY
PARTNERSHIP
MAP 63, PARCEL 2.02
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KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

N

0 50 100 150

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS

2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM

REZONING REQUEST

Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE REGISTERED LANDSCAPE ARCHITECT TENNESSEE 2332

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET

C1.12

COF # 7471

MATCHLINE SHEET C1.11
MATCHLINE SHEET C1.13

MATCHLINE SHEET C1.12
MATCHLINE SHEET C1.13

HARPETH RIVER

KEY
- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

EXISTING FLOODWAY
EX. 100 YR FLOODPLAIN
100 YEAR FLOODPLAIN
60' RIPARIAN BUFFER (ZONE 1)
TOP OF BANK
EXISTING FLOODWAY
EXISTING FLOODWAY
EXISTING FLOODWAY
60' RIPARIAN BUFFER (ZONE 1)
TOP OF BANK

RIZER PT SECTION 1
OPENSPACE 96
MAP 63H, PARCEL 21.00
DEED BOOK 6733, PAGE 304

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

N
0 50 100 150

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

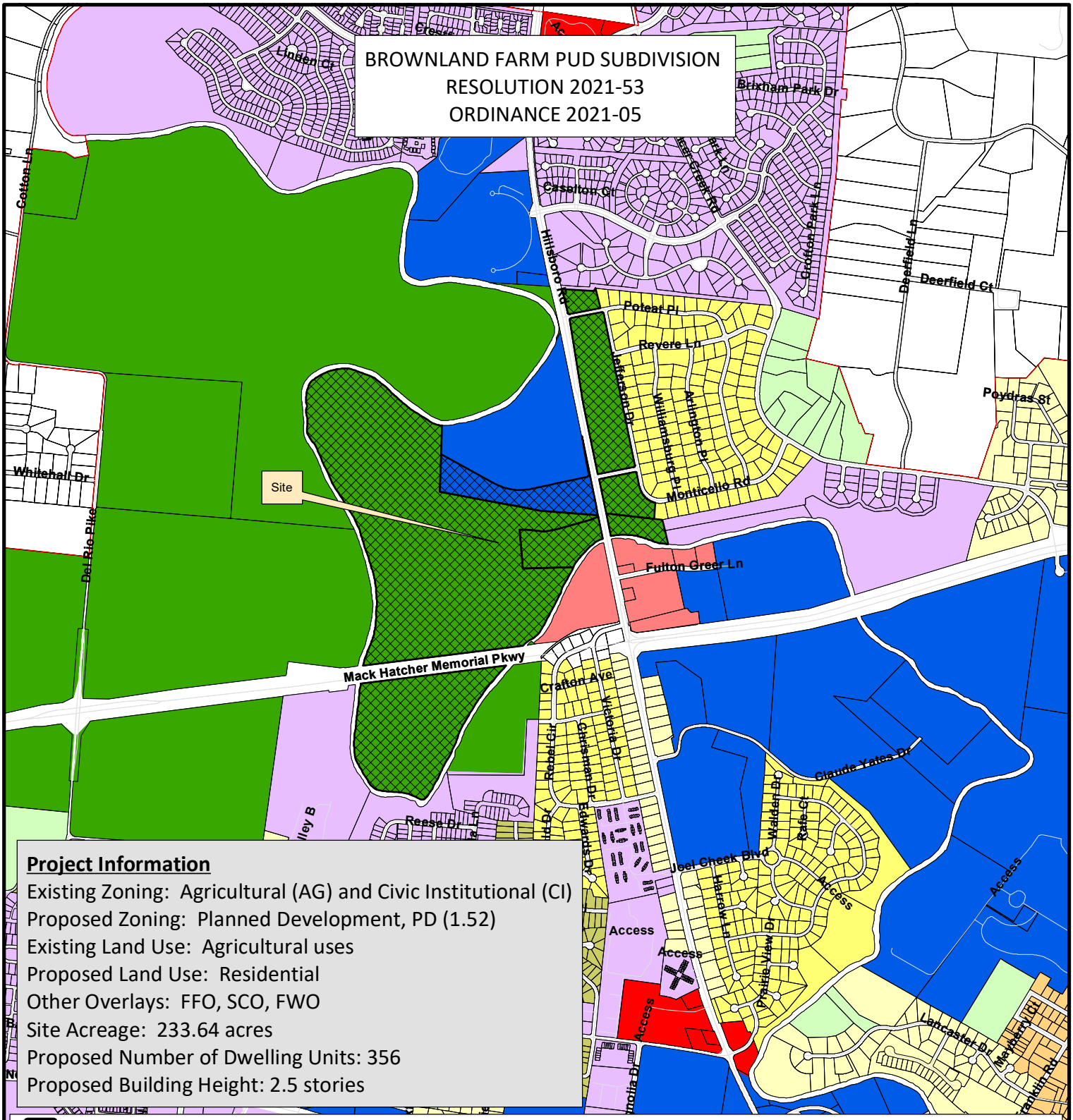
GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT
TENNESSEE
2222

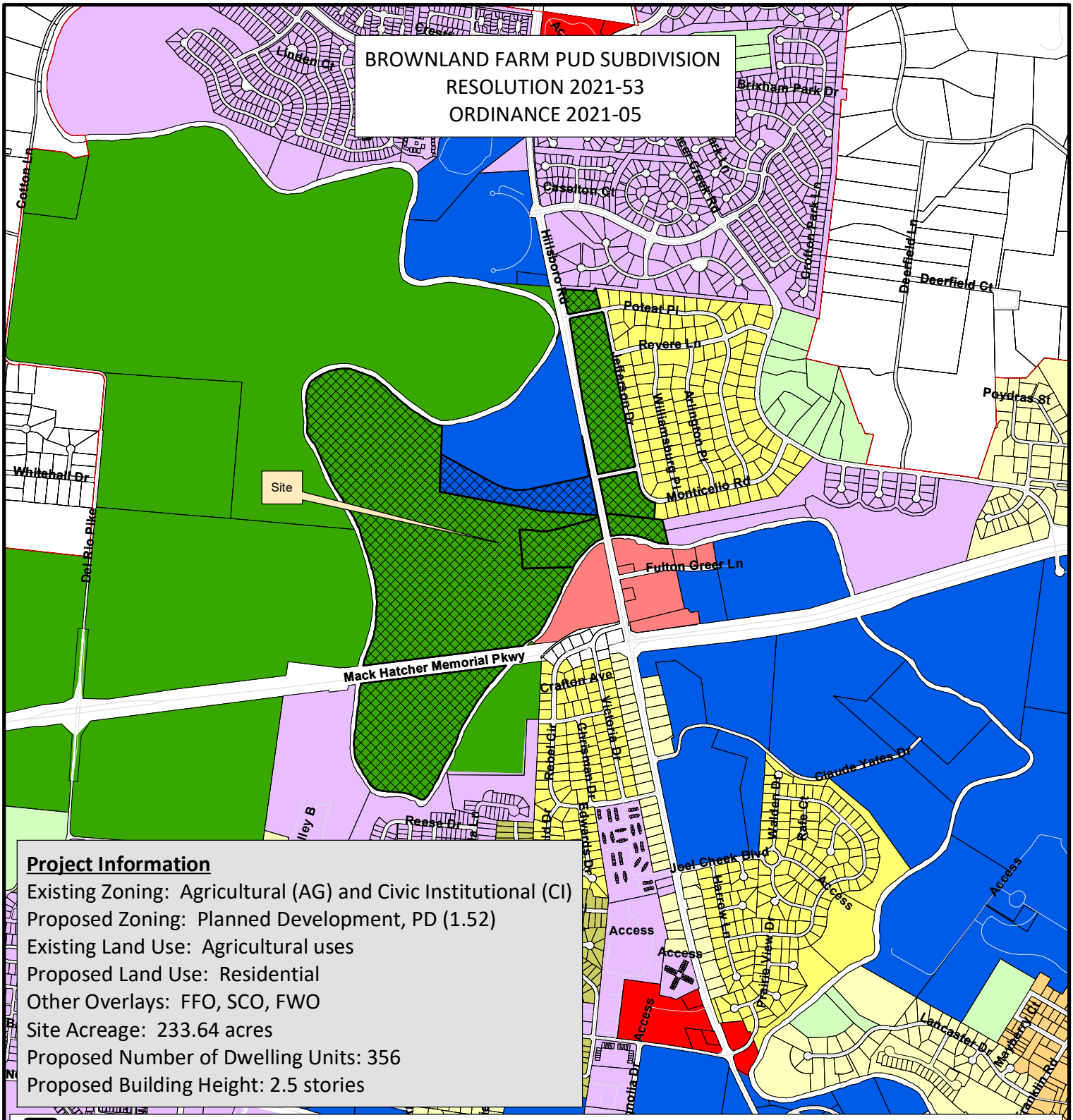
Revision Date
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ENLARGED EXISTING CONDITIONS

SHEET
C1.13

COF # 7471


BROWNLAND FARM PUD SUBDIVISION
RESOLUTION 2021-53
ORDINANCE 2021-05
Site
Project Information
Existing Zoning: Agricultural (AG) and Civic Institutional (CI)
Proposed Zoning: Planned Development, PD (1.52)
Existing Land Use: Agricultural uses
Proposed Land Use: Residential
Other Overlays: FFO, SCO, FWO
Site Acreage: 233.64 acres
Proposed Number of Dwelling Units: 356
Proposed Building Height: 2.5 stories
Export_Output_16
AG Agricultural District
ER Estate Residential District
R1 Residential 1 District
R2 Residential 2 District
R3 Residential 3 District
R4 Residential 4 District
R6 Residential 6 District
MR Mixed Residential District
PD Planned District
OR Office Residential District
CI Civic Institutional District
NC Neighborhood Commercial
CC Central Commercial District
DD Downtown District
1ST Avenue District
5TH Avenue District
RC6 Regional Commerce 6 District
RC12 Regional Commerce 12 District
GO General Office District
LI Light Industrial District
HI Heavy Industrial District
N
0 250 500 1,000
Feet
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It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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BROWNLAND FARM PUD SUBDIVISION
RESOLUTION 2021-53
ORDINANCE 2021-05
Site
Mack Hatcher Memorial Pkwy
Fulton Greer Ln
Hillsboro Rd
Deerfield Ct
Deerfield Ln
Braxham Park Dr
Cassilton Ct
Potear Pl
Revere Ln
Monticello Rd
Poydras St
Whitehall Dr
Del Rio Pike
Cotton Ln
Linden Ct
Crafton Ave
Claude Yates Dr
Joel Check Blvd
Access
Lancaster Dr
Maryberry Ct
Franklin Rd
Project Information
Existing Zoning: Agricultural (AG) and Civic Institutional (CI)
Proposed Zoning: Planned Development, PD (1.52)
Existing Land Use: Agricultural uses
Proposed Land Use: Residential
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AG Agricultural District
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R6 Residential 6 District
MR Mixed Residential District
PD Planned District
OR Office Residential District
CI Civic Institutional District
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CC Central Commercial District
DD Downtown District
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5TH Avenue District
RC6 Regional Commerce 6 District
RC12 Regional Commerce 12 District
GO General Office District
LI Light Industrial District
HI Heavy Industrial District
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0 250 500 1,000
Feet
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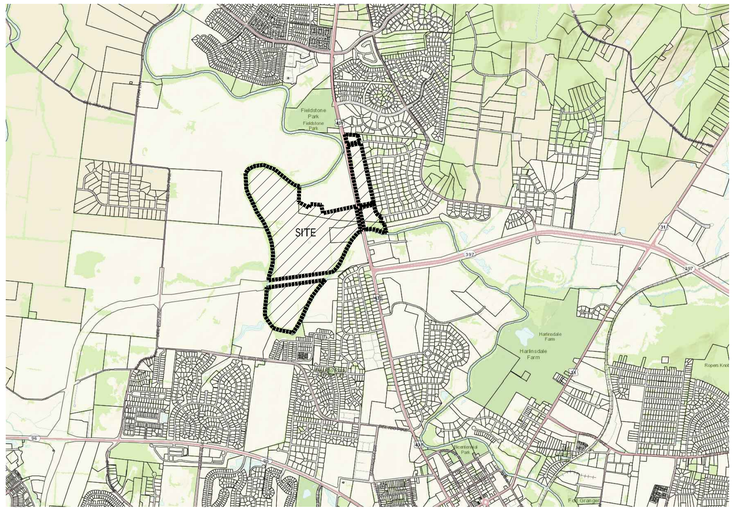
BROWNLAND FARM

PD (1.52)
REZONING REQUEST

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

SHEET INDEX

C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS PLAN
C1.1	ENLARGED EXISTING CONDITIONS PLAN
C1.2	ENLARGED EXISTING CONDITIONS PLAN
C1.3	ENLARGED EXISTING CONDITIONS PLAN
C1.4	ENLARGED EXISTING CONDITIONS PLAN
C1.5	ENLARGED EXISTING CONDITIONS PLAN
C1.6	ENLARGED EXISTING CONDITIONS PLAN
C1.7	ENLARGED EXISTING CONDITIONS PLAN
C1.8	ENLARGED EXISTING CONDITIONS PLAN
C1.9	ENLARGED EXISTING CONDITIONS PLAN
C1.10	ENLARGED EXISTING CONDITIONS PLAN
C1.11	ENLARGED EXISTING CONDITIONS PLAN
C1.12	ENLARGED EXISTING CONDITIONS PLAN
C1.13	ENLARGED EXISTING CONDITIONS PLAN


SITE
Fieldstone Farm Park
Hattendale Farm
Hattendale Farm
Rupert Kvist
Hillsboro Rd
Hillsboro Rd
Hillsboro Rd


MACK HATCHER PARKWAY
HILLSBORO ROAD
HILLSBORO ROAD
HILLSBORO ROAD
HILLSBORO ROAD
HILLSBORO ROAD
HILLSBORO ROAD
HILLSBORO ROAD
MACK HATCHER PARKWAY
MACK HATCHER PARKWAY
MACK HATCHER PARKWAY



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

N

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SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE REGISTERED LANDSCAPE ARCHITECT
2332

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.1

COF # 7471

MATCHLINE SHEET C1.2

MATCHLINE SHEET C1.3

MATCHLINE SHEET C1.2

MATCHLINE SHEET C1.2

MATCHLINE SHEET C1.7

RIVER

TOP OF BANK

60' RIPARIAN BUFFER ZONE '1'

EXISTING FLOODWAY

EXISTING FLOODWAY

EXISTING FLOODWAY

EXISTING FLOODWAY

EX. 100 YR FLOODPLAIN

EX. 100 YR FLOODPLAIN

EX. 100 YR FLOODPLAIN

SSMH
TOP 621.2
INV IN 609.9
INV OUT 609.8

STEPHEN B AND
ROBERT M EATHERLY
MAP 52O/ GROUP A
PARCEL 27.00

HILLSBORO ROAD
(MAJOR ARTERIAL 104'-120' ROW)

616

618

620

622

614

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

N

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GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE
REGISTERED
LANDSCAPE ARCHITECT

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.2

COF # 7471



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

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GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT
TENNESSEE
2462

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.3

COF # 7471



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE REGISTERED LANDSCAPE ARCHITECT

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.4

COF # 7471

MATCHLINE SHEET C1.4

MATCHLINE SHEET C1.5

HARPETH RIVER

EX 100 YR FLOODPLAIN

EXISTING FLOODWAY

60' RIPARIAN BUFFER (ZONE 1)

TOP OF BANK

MORE LIVINGFIELD
MAP 51, PARCEL 15.02
D BOOK 5467, PAGE 800

MATCHLINE SHEET C1.5

MATCHLINE SHEET C1.6

MATCHLINE SHEET C1.5

MATCHLINE SHEET C1.10

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

N

0 50 100 150

KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE REGISTERED LANDSCAPE ARCHITECT
2382

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.5

COF # 7471



SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE
REGISTERED
LANDSCAPE ARCHITECT

Revision Date
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2 _____
3 _____
4 _____

ENLARGED EXISTING CONDITIONS

SHEET
C1.6

COF # 7471

MATCHLINE SHEET C1.2

MATCHLINE SHEET C1.7

COMMUNITY CHURCH
OF FRANKLIN
052, PARCEL 7.00
BOOK 1859, PAGE 793

EX 100 YR FLOODPLAIN

SSMH
TOP 626.2
INV IN 613.9
INV OUT 613.8

EXISTING FLOODWAY

MONTICELLO ROAD
(LOCAL STREET - 60' ROW)

HILLSBORO ROAD
(MAJOR ARTERIAL - 104' 120' ROW)

STEPHEN B AND
ROBERT M EATHERLY
MAP 52O/ GROUP A
PARCEL 27.00

EX 100 YR FLOODPLAIN

EXISTING FLOODWAY

SSMH
TOP 625.3
INV OUT 615.3

EXISTING FLOODWAY

EX 100 YR FLOODPLAIN

EXISTING FLOODWAY

EX 100 YR FLOODPLAIN

30' RIPARIAN BUFFER (ZONE 1)

TOP OF BANK

ANDERTON FAMILY
PARTNERSHIP
MAP 63, PARCEL 2.00

MATCHLINE SHEET C1.7

ANDERTON MARGARET
REV TRUST
MAP 63, PARCEL 2.01

MATCHLINE SHEET C1.7

MATCHLINE SHEET C1.8

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

0 50 100 150

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

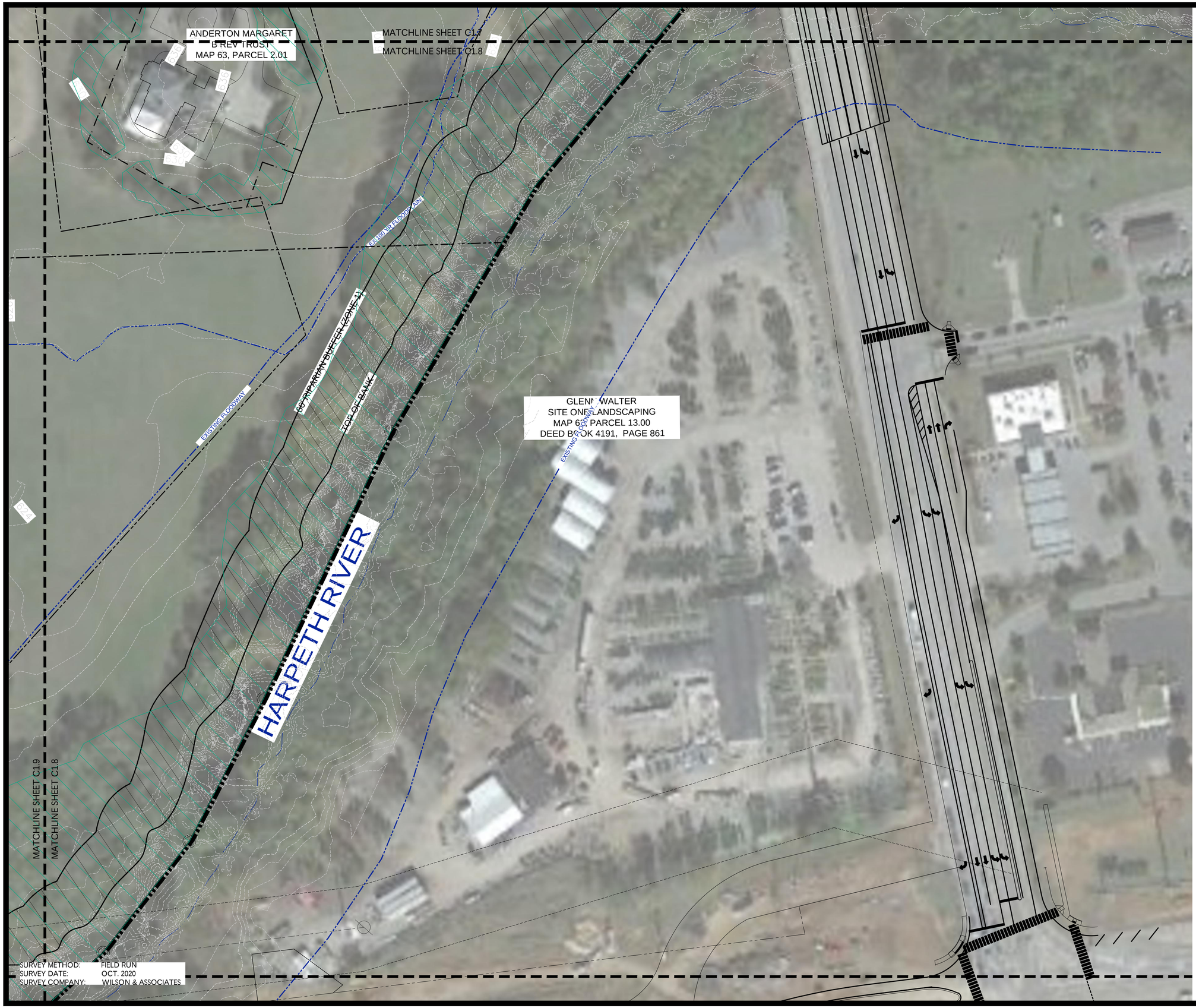
GREGORY C. GAMBLE
TENNESSEE
REGISTERED
LANDSCAPE ARCHITECT

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.7

COF # 7471



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

N

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GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT
TENNESSEE
2222

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.8

COF # 7471



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

N

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GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE
REGISTERED
LANDSCAPE ARCHITECT
2118

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.9

COF # 7471



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE
REGISTERED
LANDSCAPE ARCHITECT

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.10

COF # 7471

MATCHLINE SHEET C1.10

MATCHLINE SHEET C1.11

TVA ROW

TVA ROW

TVA ROW

MACK HATCHE

UNDER CONST

ROW 2

TOP OF BANK

60' RIPARIAN BUFFER (ZONE 1)

TOP OF BANK

TOP OF BANK

TOP OF BANK



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

N

0 50 100 150

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE REGISTERED LANDSCAPE ARCHITECT
2322

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.12

COF # 7471

MATCHLINE SHEET C1.11
MATCHLINE SHEET C1.13

MATCHLINE SHEET C1.12
MATCHLINE SHEET C1.13

HARPETH RIVER

KEY
- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

EXISTING FLOODWAY
EX. 100 YR FLOODPLAIN
100 YEAR FLOODPLAIN
60' RIPARIAN BUFFER (ZONE 1)
TOP OF BANK
EXISTING FLOODWAY
60' RIPARIAN BUFFER (ZONE 1)
TOP OF BANK
EXISTING FLOODWAY
EXISTING FLOODWAY

RIZER PT SECTION 1
OPENSPACE 96
MAP 63H, PARCEL 21.00
DEED BOOK 6733, PAGE 304

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

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GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
REZONING REQUEST
Franklin, Williamson County, Tennessee

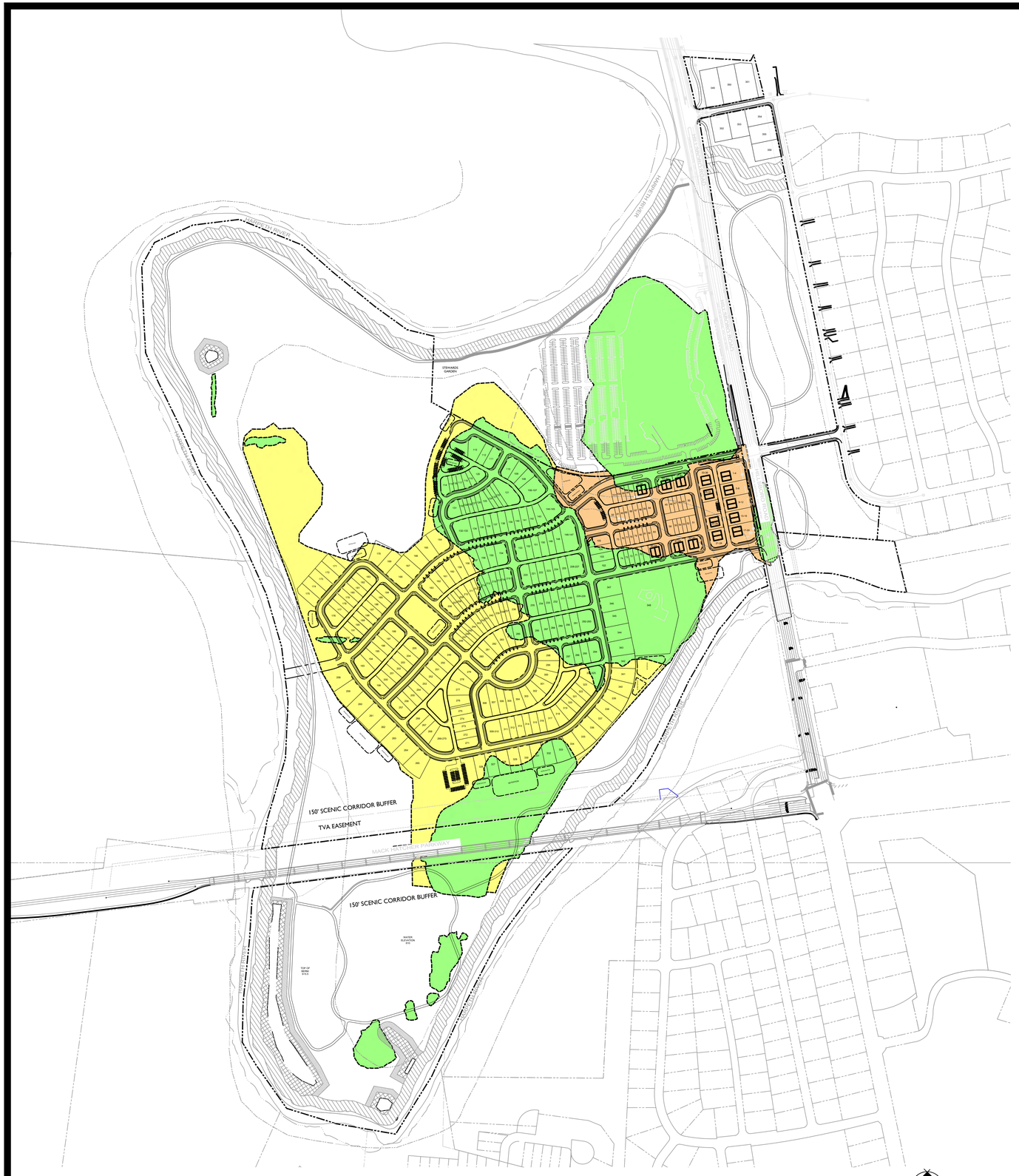
GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT
TENNESSEE
2222

Revision Date
- △ _____
- △ _____
- △ _____
- △ _____

ENLARGED EXISTING CONDITIONS

SHEET
C1.13

COF # 7471



BOMA CONDITIONS

1. In conjunction with the approval of the first site plan, the applicant shall provide a deeded emergency access easement and improvement plans to by-pass Hillsboro Road between Mack Hatcher Parkway and Fulton Greer Road. This condition does not include the proposed 8 lots at Poteat Place which have access to Spencer Creek Road above the 100-year floodplain.

- **Per Municipal Code Section 23-106(2)(e)(iii), Providing emergency bypass of the 100-year flood event is acceptable.**

Response: Alternative Fire Truck Route exhibit included with submittal set, and previewed below.

2. A grading permit may not be granted for areas within the floodplain and floodway, west of Hillsboro Road, until a CLOMR is approved by FEMA.

- **This is already required by ordinance.**

Response: Applicant intends to follow the process as set forward by the city and by FEMA. Grading will not commence until CLOMR has been approved and provided to the city.

3. Condominium buildings may not exceed 4 units per building per the guidelines of Envision Franlin.

Response: Condominium buildings of over 4 units per building have been removed from the plan. There are now 11 multi-plex buildings at the front of the development, all of which contain 4 units.

4. Residential Lots shall be removed from the Development Plan where the existing floodplain is greater than 36 inches in depth, not including the floodway and floodplain that has been previously developed by Christ Community Church and Brownland Farm near Hillsboro Road.

Response: The attached plan highlights the area of existing floodplain that is less than 36 inches in depth. All proposed lots fall within this highlighted area, or within an area that has no existing floodplain currently.

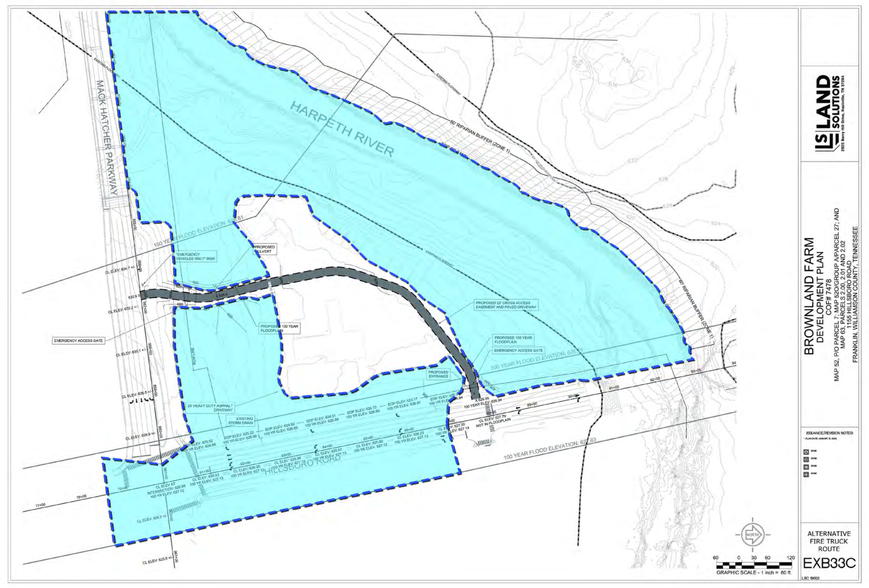
5. Development shall have a maximum of 395 total homes including the homes proposed on Poteat Place. (1.7 homes per acre)

- **This is a reduction from 471 (2.04 homes per acre)**

Response: Proposed development now has 357 total lots, including the 8 lots at Poteat Place, and the 1 existing home to remain.

FLOODPLAIN KEY

- AREA ABOVE EXISTING FLOODPLAIN
- AREA OF EXISTING FLOODPLAIN LESS THAN 36 INCHES IN DEPTH
- AREA OF FLOODPLAIN/FLOODWAY PREVIOUSLY DEVELOPED BY BROWNLAND FARM AND CHRIST COMMUNITY CHURCH



BROWNLAND FARM
DEVELOPMENT PLAN
MAP 92, PID PARCEL 1, MAP 93GROUP ADPARCEL 27, AND MAP 93 PARCEL 28.01
1100 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES
Submittal - dated 11.1.20

ALTERNATIVE FIRE TRUCK ROUTE

EXB33C

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE — LANDSCAPE ARCHITECT

Revision Date

BOMA CONDITION COMPLIANCE

SHEET
C2.0B

COF # 7478

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-01918

DATE: February 16, 2022

TO: Board of Mayor and Aldermen

FROM: Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Chelsea Randolph, Planner

SUBJECT:

Consideration Of Resolution 2021-53, A Resolution Approving A Development Plan For Brownland Farm PUD Subdivision, For Several Properties Located Near The Intersection Of Hillsboro Road And Mack Hatcher Memorial Parkway. Establishing A Public Hearing For April 26, 2022.
FMPC 6/24/21, 4-3 to Disapprove
WS 7/14/21
BOMA 9/14/21, 7-0 Defer to 10/12/21; 10/12/21, 8-0 Refer to Planning Commission
FMPC 2/24/22, 7-1 to Disapprove

PURPOSE:

PROJECT INFORMATION
COF Project Number: 7478
Applicant: Greg Gamble, Gamble Design Collaborative
Owner: Robin Anderton with Anderton Family Partnership, Margaret B. Anderton Rev. Trust, Christ Community Church, and Stephen B. Etherly

BACKGROUND/STAFF COMMENTS:
UPDATE FOR 2/24 FMPC MEETING:

At the October 12, 2021 BOMA meeting, the rezoning and development plan were referred back to Planning Commission for review, with five conditions that BOMA wished to see addressed. The first condition requires a deeded emergency access easement and improvement plans to by-pass Hillsboro Road between Mack Hatcher Parkway and Fulton Greer Road, to be provided with the first site plan. The proposed route proposed in this plan satisfies this condition. The second condition requires a CLOMR to be approved by FEMA prior to a grading permit being granted for areas within the floodplain and floodway. This condition is already a requirement of the Zoning Ordinance, and therefore will be addressed at the appropriate time. The third condition limits the number of units per building to four units. The proposed plan removes the multifamily buildings and replaces them with multiplexes, thereby meeting this condition. The fourth condition requires residential lots to be removed from the area of the site where the existing floodplain is greater than 36 inches in depth, not including the floodway and floodplain area near Hillsboro Road. The proposed plan meets this condition. The last requirement is to reduce the total number of units to 395 units. The updated plan

has 356 units. Even though the conditions of BOMA as set forth on October 12, 2021, have been met, staff is still recommending disapproval, as this plan does not meet the Conservation Design Concept in Envision Franklin, which does not support any development within the floodplain and floodway.

PREVIOUS STAFF REPORT:

The Brownland Farm Development Plan proposes a mix of housing options across a grid of street network, and provides a variety of open spaces that are easily accessible to the proposed residents of the development. On another site in a different Design Concept, staff would most likely support this development. However, staff cannot support the plan as shown because several key components of the plan are not consistent with the City's Long Range Plan, Envision Franklin.

First, the plan proposes development in approximately 52 acres of land currently within the floodplain. Staff has attached an exhibit to this staff report to highlight the areas of the plan where development is proposed within the current limits of the floodplain. These areas coincide with the Conservation Design Concept of Envision Franklin. The Conservation Design Concept specifically states that "Conservation of floodplains....has an inherent long-term value. The preservation of floodplains has a direct public-safety purpose and helps to minimize property damage during periods of flooding. Disruption in any Conservation area should be limited to preserve the function, form, and character of the area." Conservation of floodplain is not a new concept in our long range land use plans. Envision Franklin merely highlights its in a more consistent way. While it can be pointed out that we have previously allowed manipulation of the floodplain with past residential developments, staff heard loud and clear during our Land Use Plan update that conserving our floodplain areas was of extreme importance to our citizens and elected and appointed officials. Therefore staff stands behind Envision Franklin and cannot support any development within the current limits of the floodplain.

Additionally, the plan includes three multifamily buildings averaging 21 units per building, which are in direct conflict to the uses supported in Envision Franklin for this area, under the Conservation Subdivision Design Concept. In fact, the applicant had previously applied for an amendment to Envision Franklin to change the Design Concept to Multifamily Residential, but ultimately withdrew this application prior to a Planning Commission vote. Currently, the only housing type along this stretch of HIllsboro Road between the Harpeth River and Anderson Creek (just south of Fieldstone Parkway) are single-family residential homes. The only exception to this building type along this stretch of Hillsboro Road is Christ Community Church. During the adoption of Envision Franklin, it was contemplated whether additional building types and densities were appropriate in these areas. It was determined that additional housing types could be supported, but in smaller scale and by retaining the character of single-family homes. Higher intensity uses, such as multifamily and commercial, were best concentrated at nodes of the major intersections of Hillboro Road and Mack Hatcher and Hillsboro Road and Fieldstone Parkway. Staff supports only the smaller scale housing types of townhomes and multiplexes (max of 4 units per building) on this site, but not multifamily buildings like those proposed.

To summarize, staff is recommending disapproval of this plan not because of its layout or design but because of its direct conflict with multiple sections of Envision Franklin.

PROCEDURAL REQUIREMENTS:

1. If the plan receives BOMA approval, the applicant shall upload the corrected plan to the online plan review website (https://franklin.contractorsplanroom.com/secure/). All revisions to the approved plans shall be “clouded.” With the resubmittal, each condition of approval/open issue in the online plan review system shall contain a full response from the applicant as to the satisfaction or

completion of that condition.
2. The city's project identification number shall be included on all correspondence with any city department relative to this project.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

FMPC recommended disapproval of Resolution 2021-53 by a vote of 7-1 at the February 24, 2022 Planning Commission Meeting.
Staff recommends that the Board of Mayor and Aldermen disapprove Resolution 2021-53.

RESOLUTION 2021-53

A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR BROWNLAND FARM PUD SUBDIVISION, FOR SEVERAL PROPERTIES LOCATED NEAR THE INTERSECTION OF HILLSBORO ROAD AND MACK HATCHER MEMORIAL PARKWAY.

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, has, or will, approve the zoning for the property as part of Ordinance 2021-05; and

WHEREAS, the Planned Unit Development (PUD) process is a review procedure that is intended to encourage innovative land planning and design and avoid the monotony sometimes associated with large developments by:

(a) Reducing or eliminating the inflexibility that sometimes results from strict application of zoning standards that were designed primarily for individual lots;

(b) Allowing greater freedom in selecting the means to provide access, light, open space, and design amenities;

(c) Encouraging a sensitive design that respects the surrounding established land use character and natural or man-made features of the site including, but not limited to, trees, historic features, streams, hillsides, and floodplains;

(d) Promoting quality design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations, and land uses; and

(e) Allowing deviations from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of this ordinance; and

WHEREAS, the PUD process requires the approval of a Development Plan that is reviewed and approved by BOMA, after a public hearing and a recommendation by the Franklin Municipal Planning Commission; and

WHEREAS, in accordance with the provisions of the City of Franklin, Tennessee, Zoning Ordinance, and as required by *Tennessee Code Annotated* § 13-4-310, as amended, the approval of the Development Plan by the BOMA will initiate a vesting period during which the development standards adopted by the City and in effect on the date of approval shall remain the standards applicable to the approved Development Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. That the legal description of the property included in the Development Plan is as follows:

PREMISES CONSIDERED

Map-Parcel	Acres
63-2.00 63-2.02	184.144
63-2.01	9.328
52O/GROUP A-27.00	26.89
52-7.01	13.277
Total	233.64

SECTION II. That the attached Location Map and Survey shall serve the purpose of further delineating the geographical boundaries as described by this Resolution.

SECTION III. That the overall entitlements for the Brownland Farm are as follows:

Entitlements	Brownland Farm PUD Subdivision
Base Zone District	PD, Planned Development (1.52)
Other Zoning Overlays	SCO, FWO, FFO
Number of Dwelling Units	356
Number of Nonresidential Square Footage	None
Number of Hotel Rooms	None
Open Space Requirements	15%
Number of Phases in Development	3

SECTION IV. That the Development Plan, the exhibits accompanying the Development Plan, and all conditions and restrictions placed upon the Development Plan by the Franklin Municipal Planning Commission and this Board shall be made a part of this Resolution as though copied verbatim herein, and that a permanent record of the Development Plan, the exhibits accompanying the Development Plan, and all such conditions and restrictions shall be kept in the Franklin Planning and Sustainability Department.

SECTION VI. That this Resolution shall take effect from and after the passage of Ordinance 2021-05, on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

By:_____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By:_____
Dr. Ken Moore
Mayor

Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE:	October 6, 2020
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:	February 25, 2021
NEIGHBORHOOD MEETING:	October 8, 2020
PLANNING COMMISSION RECOMMENDED APPROVAL:	_____
PUBLIC HEARING AND BOMA APPROVAL:	_____



SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

ADDITIONAL OPEN SPACE

TOTAL PROPERTY AREA: 233.64 AC
TOTAL ADDITIONAL OPEN SPACE: 112.39 AC
PERCENTAGE OF OS ADDED: 48.10%

OPEN SPACE REQUIREMENT ZONING ORDINANCE

OVERALL SITE AREA = 10,177,446 SF (233.64 AC)

OPEN SPACE DATA:

OPEN SPACE
REQUIRED - 5% OF TOTAL SITE AREA (508,872 SF / 11.68 AC)
PROVIDED - 5% (512,445 SF / 11.76 AC)

NATURAL AREA
REQUIRED - 10% OF TOTAL SITE AREA (1,017,745 SF / 23.37 AC)
PROVIDED - 16.5% (1,682,774 SF / 38.63 AC)

LOT	TYPE	AREA (SF)
OS 5	NATURAL AREA	921,924
OS 6	NATURAL AREA	760,850
OS 8	POCKET PARK	17,984
OS 13	POCKET PARK	6,264
OS 14	POCKET PARK	11,683
OS 15	NEIGHBORHOOD AMENITY	39,423
OS 16	POCKET PARK	12,334
OS 18	POCKET PARK	19,165
OS 20	POCKET PARK	17,942
OS 21	POCKET PARK	5,231
OS 23	POCKET PARK	6,612
OS 24	POCKET PARK	7,200
OS 25	GREENWAY	368,607

ADDITIONAL OPEN SPACE REQUIRED BY ENVISION FRANKLIN

OS 1	ADDITIONAL OPEN SPACE	37,041
OS 2	ADDITIONAL OPEN SPACE	760,486
OS 3	ADDITIONAL OPEN SPACE	414,711
OS 4	ADDITIONAL OPEN SPACE	245,285
OS 7	ADDITIONAL OPEN SPACE	804,481
OS 9	ADDITIONAL OPEN SPACE	138,281
OS 10	ADDITIONAL OPEN SPACE	37,926
OS 11	ADDITIONAL OPEN SPACE	544,082
OS 12	ADDITIONAL OPEN SPACE	1,867,570
OS 17	ADDITIONAL OPEN SPACE	1,250
OS 19	ADDITIONAL OPEN SPACE	9,981
OS 22	ADDITIONAL OPEN SPACE	35,175

OPEN SPACE REQUIREMENTS HAVE BEEN MET WITH LOTS OS 5, 6, 8, 13, 14, 15, 16, 18, 20, 21, 23, 24, AND 25. OPEN SPACE PLANTINGS REQUIRED AT SITE PLAN ARE TO BE BASED ON SQUARE FOOTAGES SHOWN IN LOTS OS 5, 6, 8, 13, 14, 15, 16, 18, 20, 21, 23, 24, AND 25.

NOTE: OPEN SPACE LOTS WILL SERVE AS PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENTS.

TREE CANOPY RETENTION

OVERALL SITE AREA = 10,177,446 SF (233.64 AC)

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY: 2,184,140 SF; 50.14 AC (21.5% OF SITE)
REQUIRED CANOPY PRESERVATION: 48% (1,048,387 SF; 24.09 AC)

PROVIDED CANOPY PRESERVATION: 40.70 AC; 1,772,815 SF (169% OF REQUIRED)

MINIMUM LOT DIMENSIONS

LOT TYPE	MINIMUM DEPTH	MINIMUM WIDTH
100' SIDE-LOADED	145'	100'
85' SIDE-LOADED	135'	85'
65' FRONT-LOADED	135'	65'
56' FRONT-LOADED	135'	56'
45' ALLEY-LOADED	125'	45'
40' ALLEY-LOADED	125'	40'
DUPLEX	125'	87'
24' TOWNHOME	83'	24'
MUTLI-PLEX	90'	75'

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. A WATER MAIN IS LOCATED ALONG HILLSBORO ROAD.
189 SINGLE FAMILY @ 350 GPD = 66,150 GPD
86 TOWNHOMES @ 350 GPD = 30,100 GPD
60 MULTIPLEXES @ 350 GPD = 21,000 GPD
20 DUPLEXES 2BR @ 350 GPD = 7,000 GPD
1 EXISTING HOUSE TO REMAIN @ 350 GPD = 350 GPD
TOTAL = 124,600 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN .

REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE TO THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 2.2 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 1.06 MI (FRANKLIN FIRE STATION 4)
NEAREST RECREATIONAL FACILITY: 0.4 MI (FRANKLIN RECREATION COMPLEX)

PROJECTED STUDENT POPULATION
356 x 0.25 = 89 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY THE CITY OF FRANKLIN

KEY

- PRESERVED CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'
- FORMAL OPEN SPACE
- NATURAL AREA
- PRESERVED OPEN SPACE

SITE DATA CHART

PROJECT NAME: BROWNLAND FARM PD SUBDIVISION
PROJECT NUMBER: 7478
ADDRESS: HILLSBORO ROAD

PARCEL(S):
MAP 63, PARCEL 2.00
MAP 63, PARCEL 2.01
MAP 63, PARCEL 2.02
MAP 52, PARCEL 7.00
MAP 52O, GROUP A, PARCEL 27.00

ACREAGE / SF OF SITE: 233.64 AC

BASE ZONING:
AGRICULTURE
CIVIC AND INSTITUTIONAL
PD (1.52)

PROPOSED ZONING:
SCO - SCENIC CORRIDOR OVERLAY
FWO - FLOODWAY OVERLAY
FFO - FLOODWAY FRINGE OVERLAY

ZONING OVERLAYS:

BUILDING TYPES APPLIED:
SINGLE FAMILY HOMES
TOWNHOMES
MULTIPLEX
DUPLEX

FRONTAGE TYPES APPLIED:
YARD FRONTAGE (SINGLE FAMILY, DUPLEX AND MULTI-PLEX)
URBAN FRONTAGE (TOWNHOMES)

LOT WIDTHS, SIZES, UNIT COUNT:

100' SIDE-LOADED - APP. 3.18 AC:	8
85' SIDE-LOADED - APP. 3.75 AC:	13
65' FRONT-LOADED - APP. 5.33 AC:	24
56' FRONT-LOADED - APP. 0.87 AC:	5
45' ALLEY-LOADED - APP. 14.72 AC:	99
40' ALLEY-LOADED - APP. 4.74 AC:	40
24' TOWNHOME - APP. 6.20 AC:	86
MULTI-PLEX UNITS APP. 3.31 AC:	60
DUPLEX 2.72 AC:	20
EXISTING HOUSE TO REMAIN:	1
TOTAL UNITS:	356

PARKLAND DEDICATION:
356 UNITS X $4,304= $1,532,224
25% NON REIMBURSABLE: $383,056
75% POSSIBLE REIMBURSEMENT: $1,149,168

SETBACKS:

100' SIDE-LOADED
FRONT: 60'
SIDE: 15'
REAR: 30'

85' SIDE-LOADED
FRONT: 10'
SIDE: 7.5'
SIDE STREET: 10'
REAR: 20'

65' FRONT-LOADED
FRONT: 10'
SIDE: 7.5'
SIDE STREET: 10'
REAR: 20'

56' FRONT-LOADED
FRONT: 10'
SIDE: 7.5'
SIDE STREET: 10'
REAR: 20'

45' ALLEY-LOADED
FRONT: 10'
SIDE: 5'
SIDE STREET: 10'
REAR: 22'

40' ALLEY-LOADED
FRONT: 10'
SIDE: 5'
SIDE STREET: 10'
REAR: 22'

24' TOWNHOME:
FRONT: 10'
SIDE: 5'
INTERNAL: 0'
SIDE STREET: 10'
REAR: 20'

MULTIPLEX:
FRONT: 10'
HILLSBORO ROAD FRONT: 80'
SIDE: 15'
SIDE STREET: 15'
REAR: 5'

DUPLEX
FRONT: 10'
SIDE: 5'
SIDE STREET: 20'
REAR: 22'

MAX BUILDING HEIGHT: 2.5-STORY

PERMITTED USES:
SINGLE-FAMILY DETACHED
TOWNHOMES
MULTIPLEX
DUPLEX
AGRICULTURE

MINIMUM REQUIRED LSA: 20% (46.7 AC)
PROVIDED LSA: 20% (46.7 AC)

OPEN SPACE REQUIRED: 5% (508,563 SF)
OPEN SPACE PROVIDED: 5% (512,445 SF)
NATURAL AREA REQUIRED: 10% (1,017,126 SF)
NATURAL AREA PROVIDED: 16.5% (1,682,774 SF)

TREE CANOPY: 50.19 AC
RETENTION ACREAGE REQUIRED: 48% (24.09 AC)
RETENTION ACREAGE PROVIDED: 169% (40.70 AC)

PARKING REQUIRED (BY USE):
SINGLE FAMILY DETACHED (2/UNIT): 380
24' TOWNHOMES (3BR - 3/UNIT): 258
MULTIPLEX (2BR - 2.5/UNIT): 150
DUPLEX (2 BR - 2.5/UNIT) 50
TOTAL PARKING REQD: 838

PARKING PROVIDED (BY USE):

SINGLE FAMILY DETACHED (SIDE-LOADED):	4/LOT (2 GARAGE, 2 TANDEM):	84
SINGLE FAMILY DETACHED (FRONT-LOADED):	4/LOT (2 GARAGE, 2 TANDEM):	116
SINGLE FAMILY DETACHED (ALLEY-LOADED):	4/ LOT (2 GARAGE, 2 TANDEM):	556
24' TOWNHOMES (ALLEY-LOADED):	3/UNIT (3 GARAGE):	258
MULTIPLEX (ALLEY-LOADED):	4/ LOT (2 GARAGE, 2 TANDEM):	240
DUPLEX (ALLEY-LOADED):	4/ LOT (2 GARAGE, 2 TANDEM):	80
SURFACE PARKING:		133
ON-STREET PARKING:		166
TOTAL PARKING PROVIDED:		1,633

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

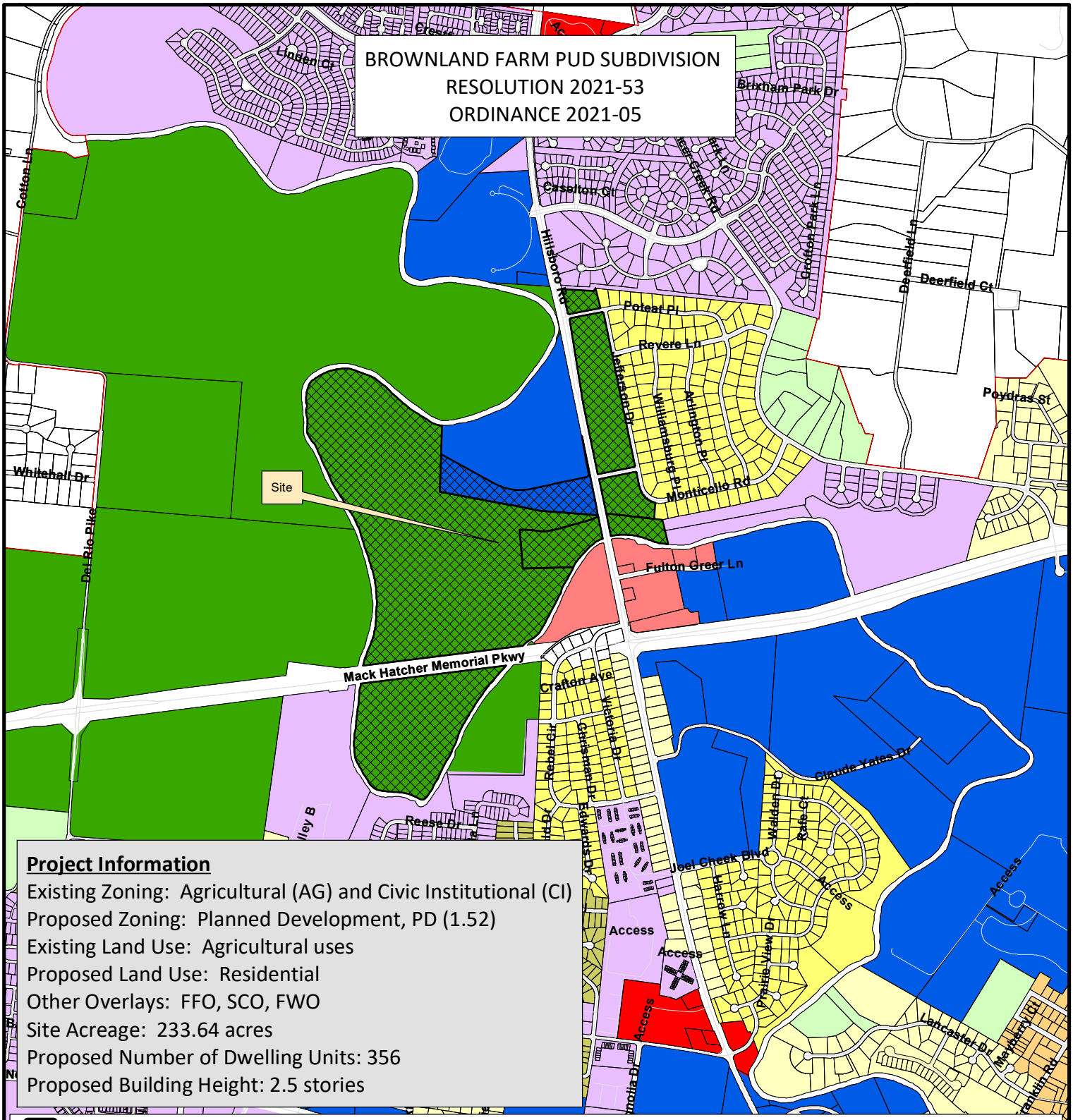
GREGORY D. GAMBLE
REGISTERED LANDSCAPE ARCHITECT
TENNESSEE
No. 2322
LANDSCAPE ARCHITECT

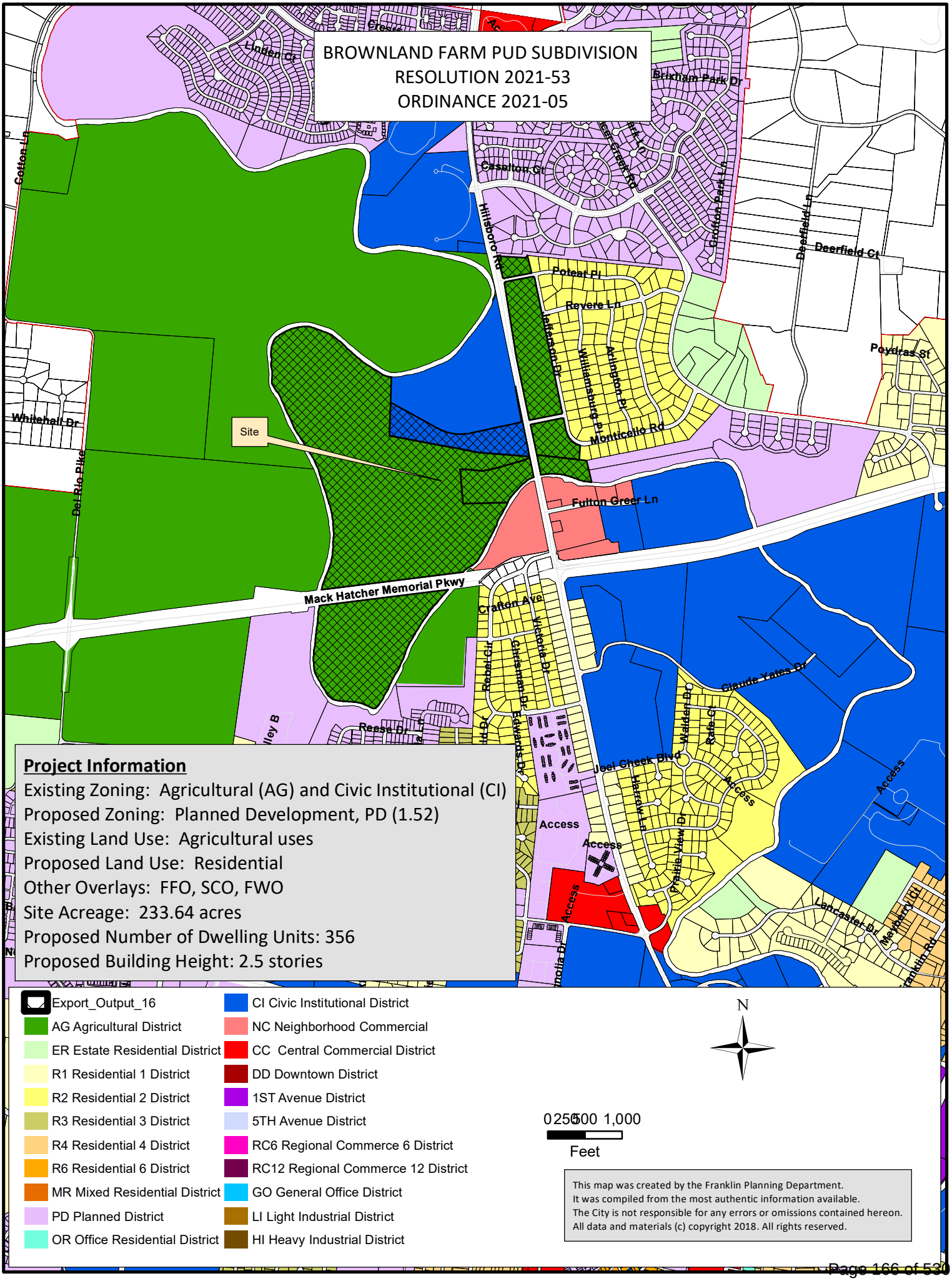
Revision Date
1 _____
2 _____
3 _____
4 _____

DEVELOPMENT PLAN

SHEET
C2.0

COF # 7478


BROWNLAND FARM PUD SUBDIVISION
RESOLUTION 2021-53
ORDINANCE 2021-05
Site
Mack Hatcher Memorial Pkwy
Fulton Greer Ln
Hillsboro Rd
Del Rio Pike
Whitehall Dr
Cotton Ln
Linden Ct
Braxham Park Dr
Cassilton Ct
Grafton Park Ln
Deerfield Ln
Deerfield Ct
Potear Pl
Revere Ln
Jefferson Dr
Williamsburg Dr
Arlington Pl
Monticello Rd
Poydras St
Crafton Ave
Victoria Dr
Christian Dr
Edwards Dr
Reese Dr
Claude Yates Dr
Walden Dr
Rafe Ct
Joel Check Blvd
Harrell Ln
Prairie View Dr
Access
Lancaster Dr
Maryberry Ct
Franklin Rd
Project Information
Existing Zoning: Agricultural (AG) and Civic Institutional (CI)
Proposed Zoning: Planned Development, PD (1.52)
Existing Land Use: Agricultural uses
Proposed Land Use: Residential
Other Overlays: FFO, SCO, FWO
Site Acreage: 233.64 acres
Proposed Number of Dwelling Units: 356
Proposed Building Height: 2.5 stories
Export_Output_16
AG Agricultural District
ER Estate Residential District
R1 Residential 1 District
R2 Residential 2 District
R3 Residential 3 District
R4 Residential 4 District
R6 Residential 6 District
MR Mixed Residential District
PD Planned District
OR Office Residential District
CI Civic Institutional District
NC Neighborhood Commercial
CC Central Commercial District
DD Downtown District
1ST Avenue District
5TH Avenue District
RC6 Regional Commerce 6 District
RC12 Regional Commerce 12 District
GO General Office District
LI Light Industrial District
HI Heavy Industrial District
N
0 250 500 1,000
Feet
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It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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BROWNLAND FARM PUD SUBDIVISION
RESOLUTION 2021-53
ORDINANCE 2021-05
Site
Mack Hatcher Memorial Pkwy
Fulton Greer Ln
Hillsboro Rd
Deerfield Ct
Deerfield Ln
Braxham Park Dr
Cassilton Ct
Potear Pl
Revere Ln
Monticello Rd
Poydras St
Whitehall Dr
Del Rio Pike
Crafton Ave
Claude Yates Dr
Joel Check Blvd
Access
Lancaster Dr
Project Information
Existing Zoning: Agricultural (AG) and Civic Institutional (CI)
Proposed Zoning: Planned Development, PD (1.52)
Existing Land Use: Agricultural uses
Proposed Land Use: Residential
Other Overlays: FFO, SCO, FWO
Site Acreage: 233.64 acres
Proposed Number of Dwelling Units: 356
Proposed Building Height: 2.5 stories
Export_Output_16
AG Agricultural District
ER Estate Residential District
R1 Residential 1 District
R2 Residential 2 District
R3 Residential 3 District
R4 Residential 4 District
R6 Residential 6 District
MR Mixed Residential District
PD Planned District
OR Office Residential District
CI Civic Institutional District
NC Neighborhood Commercial
CC Central Commercial District
DD Downtown District
1ST Avenue District
5TH Avenue District
RC6 Regional Commerce 6 District
RC12 Regional Commerce 12 District
GO General Office District
LI Light Industrial District
HI Heavy Industrial District
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Feet
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COF no: 7478

CONDITIONS OF APPROVAL:

Open Issues: 22 These issues are currently being filtered

Addressing

General Issues

223. Street Name

lori.jarosz@franklintn.gov	Issue re-opened
lori.jarosz@franklintn.gov	Comment to remain open until names have been submitted.

Engineering - Development Plan Checklist

General Issues

33. F. Development Plan

kevin.long@franklintn.gov	***This is an advisory comment and does not hinder the approval of this development plan.*** At the site plan stage, all roadway improvements shall be designed in accordance with the appropriate common standards as established by (A) the City of Franklin Transportation and Street Technical Standards, (B) the AASHTO Policy on Geometric Design of Highways and Streets, and (C) the Tennessee Department of Transportation Design Guidelines and Standard Details. Features such as taper lengths, horizontal and vertical geometry, clear zones, guardrail requirements, etc., shall be evaluated In greater detail at the site plan stage and will be required to conform to the accepted standard in order to ensure public safety and well-being, as well as the continued functionality of the existing and proposed street networks.

61. G. Grading Plan

lance.fittro@franklintn.gov	**This is an advisory comment to be addressed with the future Site Plan submittal(s) and should not hinder approval of the Development Plan:** Applicant shall be aware that, per the COF Stormwater Ordinance, detention/retention volumes in the floodplain shall count as fill if applied in a manner where floodplain storage is lost. This is inclusive of green infrastructure and wet pond volume below the water surface elevation. Dredging or cut volumes below the elevation of the two year storm event shall not be included in the compensating storage capacity calculation. Every effort shall be made to preserve natural flow lines and to avoid situations that encourage sediment deposition in slack water areas.

62. G. Grading Plan

lance.fittro@franklintn.gov	The previous comment is to remain open as an ongoing advisory to the applicant and City staff, but **should not hinder approval of the Development Plan**: There is extensive grading and proposed construction shown on the church property outside the bounds of this development. Applicant shall be aware that this proposed redevelopment of the church property shall require a revised site plan and stormwater report for the church property to be approved for the Christ Community Church PUD. While it is understood that these approvals and the associated construction permitting will occur separate from the Brownland Farm PUD, because this off-site work is necessary for the function of the Brownland Farm PUD, approvals for the revised development plan and site plan for the Christ Community Church PUD should travel concurrently or close behind approvals for the Brownland Farm PUD, with site construction on the church property to be completed in conjunction with Phase 1 of the Brownland Farm PUD.

217. F. Development Plan

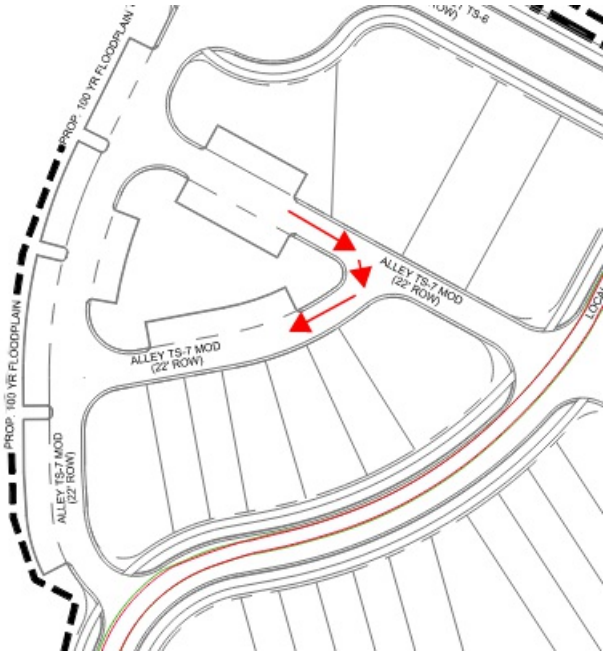
lance.fittro@franklintn.gov	The previous comment appears to have been addressed on the plans (thank you), and shall remain open as a condition of approval and reminder to staff to be verified at Site Plan, but **should not hinder approval of the Development Plan**: In order to ensure safe circulation for Fire and service vehicles through the alleys shown on the development plan, where perpendicular parking off of the alleys are proposed, these parking areas shall provide a minimum of 5 feet from the edge of the alley pavement to the end of the parking stalls. Minimum parking stall dimensions shall then be the standard 9 ft (width) x 18 ft (depth), with end stalls being 10 ft in width. No reduction in stall dimensions for compact parking spaces shall be permitted for parking off of alleys.

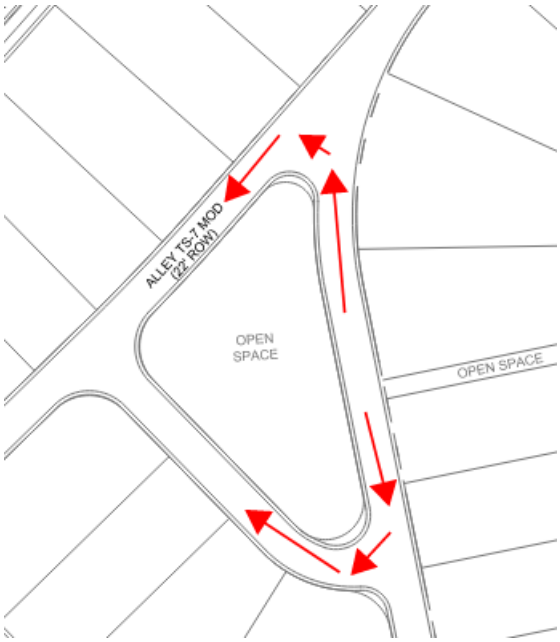
230. On-Street Parking

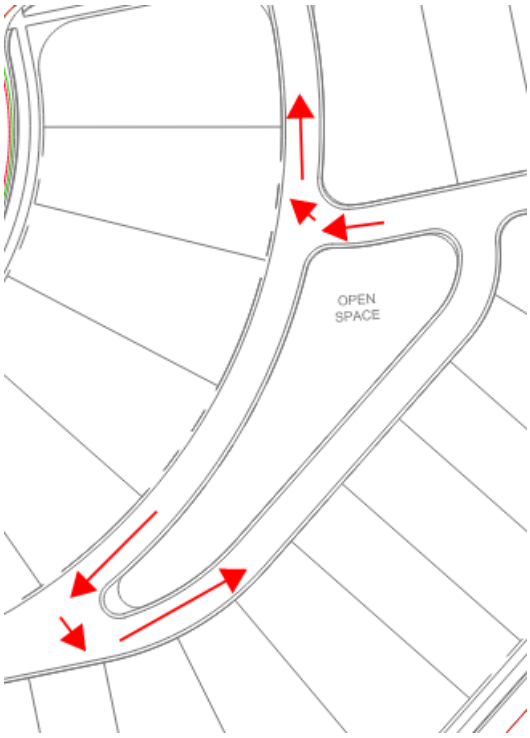
joe.marlo@franklintn.gov	Parallel on-street parking is required on streets serving residential lots with lot widths of 45 feet or less. Due to the density proposed, inset parallel on-street parking is needed on both sides of local residential streets regardless of lot width. Applicant shall revise plans accordingly. *[COF Zoning Ordinance 9.2.1.B]*

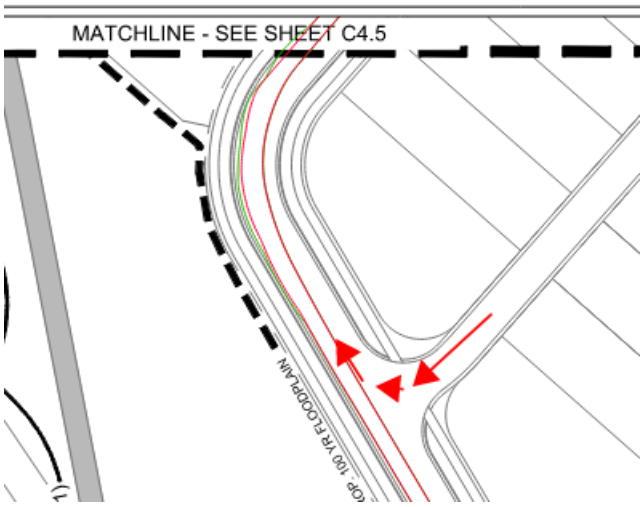
235. F. Development Plan

lance.fittro@franklintn.gov	The previous comment, "*Applicant shall provide autoturn exhibit demonstrating maneuverability for fire, sanitation, or any other service vehicles expected to utilize the alleys, including the full out-to-out vehicle-swept path in addition to the wheel tracks.* *T-Alley intersections shall be designed per COF Standard Drawing SD-6. Wye or other skewed alley intersection geometries which do not provide full access by fire and sanitation service vehicles expected to utilize them are not permitted.*" has not been fully-addressed. Applicant shall add autoturn analyses for the skewed alley intersections below demonstrating they can be traversed by fire and sanitation service vehicles. Wye or other skewed alley intersection geometries which do not provide full access by fire and sanitation service vehicles expected to utilize them are not permitted.


PROP. 100 YR FLOODPLAIN
ALLEY TS-7 MOD
(22' ROW)
ALLEY TS-7 MOD
(22' ROW)
ALLEY TS-7 MOD
(22' ROW)


ALLEY TS-7 MOD
(22' ROW)
OPEN
SPACE
OPEN SPACE





FIRE--Planning

General Issues

200. Fire department connections

curt.edelmann@franklintn.gov	This comment will be left open as a reminder to future reviewers that, as a condition of approval, the fire department will require the applicant to show the FDC's on the drawing to ensure the distance between the FDC's and the closet hydrants meet code requirements.

202. Flood Access

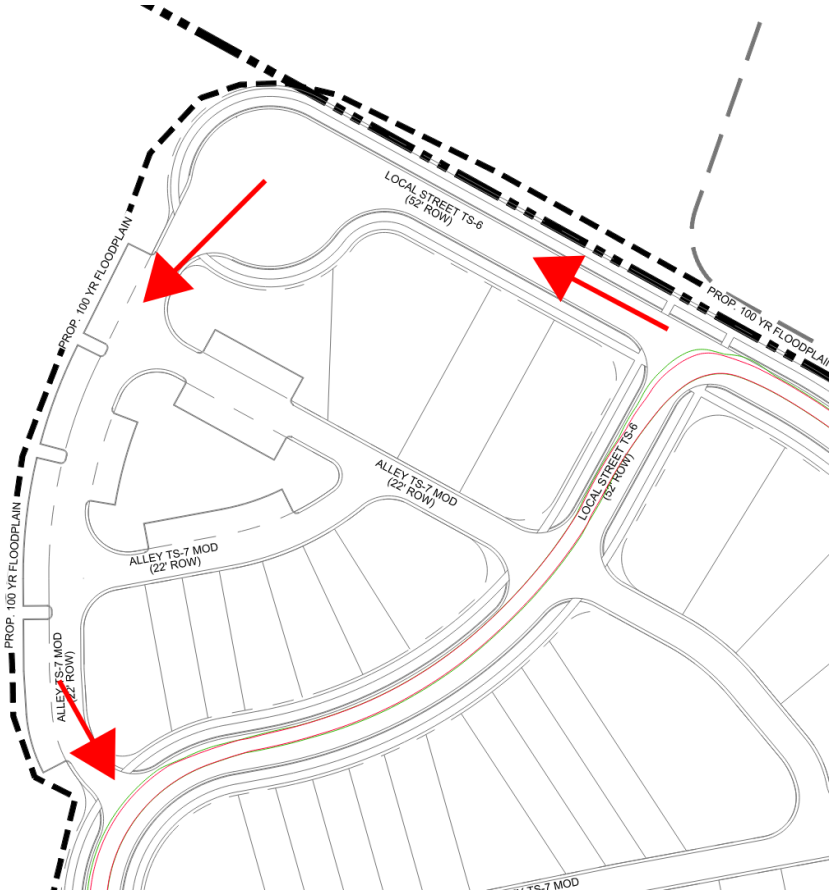
curt.edelmann@franklintn.gov The Alternative Fire Truck Route EXB33C must be included with the development plan.

This comment will be left open as a reminder to future reviewers that, as a condition of approval, the fire department will require a drawing of the emergency flood access with auto-turn is required at site plan submittal. This drawing must be included with the overall plan set.

[Edited By Curt Edelmann]

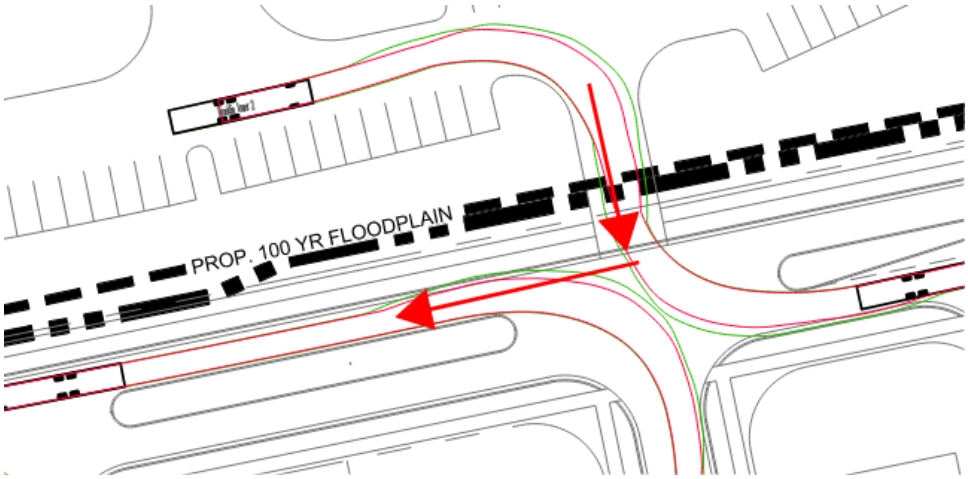
237. Auto-turn

curt.edelmann@franklintn.gov This revised area must be included in the auto-turn drawing.



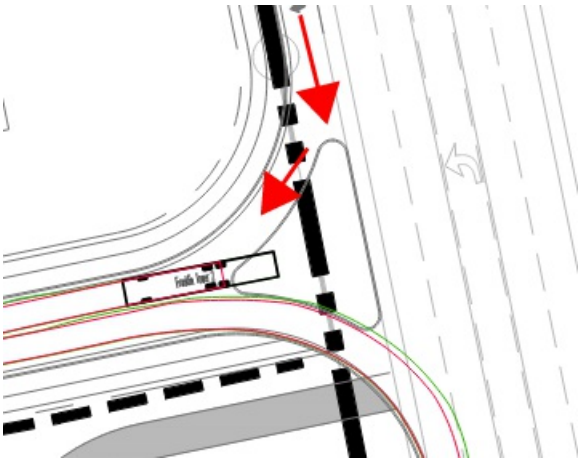
238. Auto-turn

curt.edelmann@franklintn.gov Show a right turn from the parking lot to the divided street.



239. Auto-turn

curt.edelmann@franklintn.gov Start this right turn from Hillsboro Road.



Parks

General Issues

224. Parkland information

kevinl@franklintn.gov Applicant shall have a blanket statement placed on the plan set that all 12 foot trails with in this development will have an (AAPE) All Access Public Easement to ensure these are open to the public.
[Edited By Kevin Lindsey]

Planning

General Issues

97. Envision Franklin

amy.diaz-barriga@franklintn.gov	Advisory only: this plan does not meet Envision Franklin's Conservation Design Concept, as it proposes residential uses in the areas of the site currently identified as floodplain.

Planning (Landscape)

General Issues

241. Open Space lot 23

jason.arnold@franklintn.gov

Open Space lot 23 is labeled as Pocket Park, however, it is located between townhomes and should be labeled as a Courtyard.

Applicant shall label Open Space lot 23 as Courtyard.

242. Greenway Trail

jason.arnold@franklintn.gov

Greenway Trail ,Open Space lot 25, does not connect to the neighborhood.

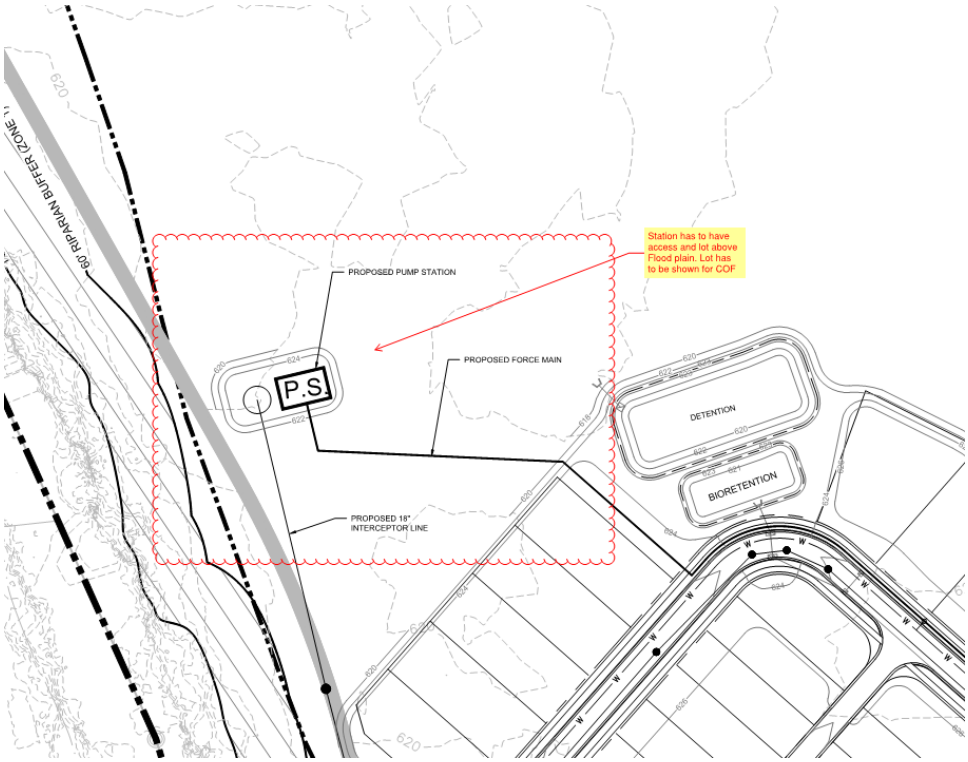
Applicant shall connect the trail to the neighborhood.



Water/Sewer

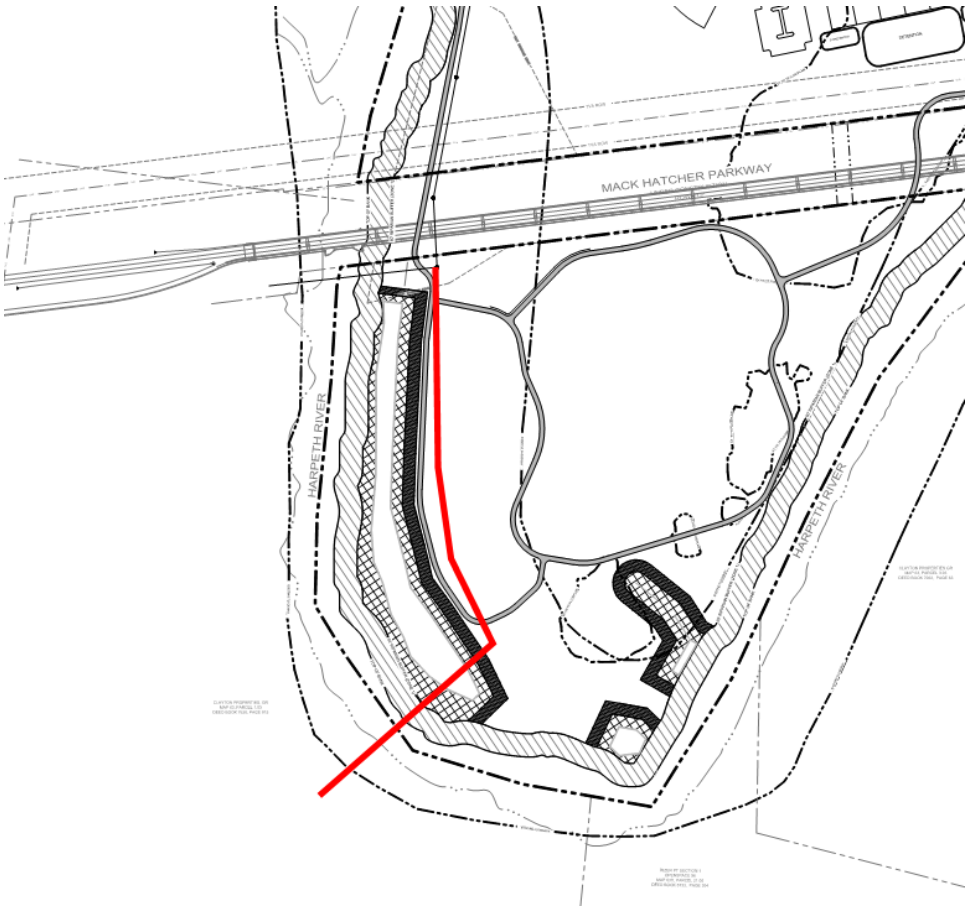
General Issues

129. Sanitary sewer

ben.mcneil@franklintn.gov	The latest submittal has changed the sanitary sewer layout. A meeting was held with Jennifer Speich on 1/20/22 to discuss the sanitary sewer requirements. The applicant is in agreement to continue to work with Water Management to determine the best layout to serve the property with sanitary sewer. The next submittal shall incorporate the changes discussed and an updated sanitary sewer layout. Comments will be made on the revised layout at that time. The approvals for this plan will not be granted until the general engineering has been developed to ensure the pump station may be accepted and any offsite improvements have been identified. The applicant will be responsible for all associated cost of the pump station, design and studies related to utility layout. The applicant has revised the pump station location, but its not clear if this clear of the flood plain. The station and access has to be out of flood plain for service. A drive access shall also be shown for clarity. In addition, a lot has to be created and dedicated to Franklin for the pump station and appurtenances. The applicant shall clarify and add needed information.  [Edited By Ben McNeil]

240. 18" Interceptor

ben.mcneil@franklintn.gov	The applicant is showing the 18" interceptor, but the location for connection is incorrect. The applicant shall show the interceptor crossing at Reese farms section 1 as shown below. As discussed, the Reese Farms development is to pay for the remaining portion of 18" line not constructed with section 1 of Reese Farms. The contribution is being determined at this time and will be utilized for the 18" interceptor construction crossing the Harpeth river and to Mack Hatcher. The remaining balance of the 18" interceptor construction will be Brownlands responsibility.



Zoning

General Issues

41. Floodway

shanna.mccoy@franklintn.gov	Comment to remain open as an advisory comment and does not hinder approval of development plan. No encroachments into the FWO will be approved without an approved H & H study.

42. FFO

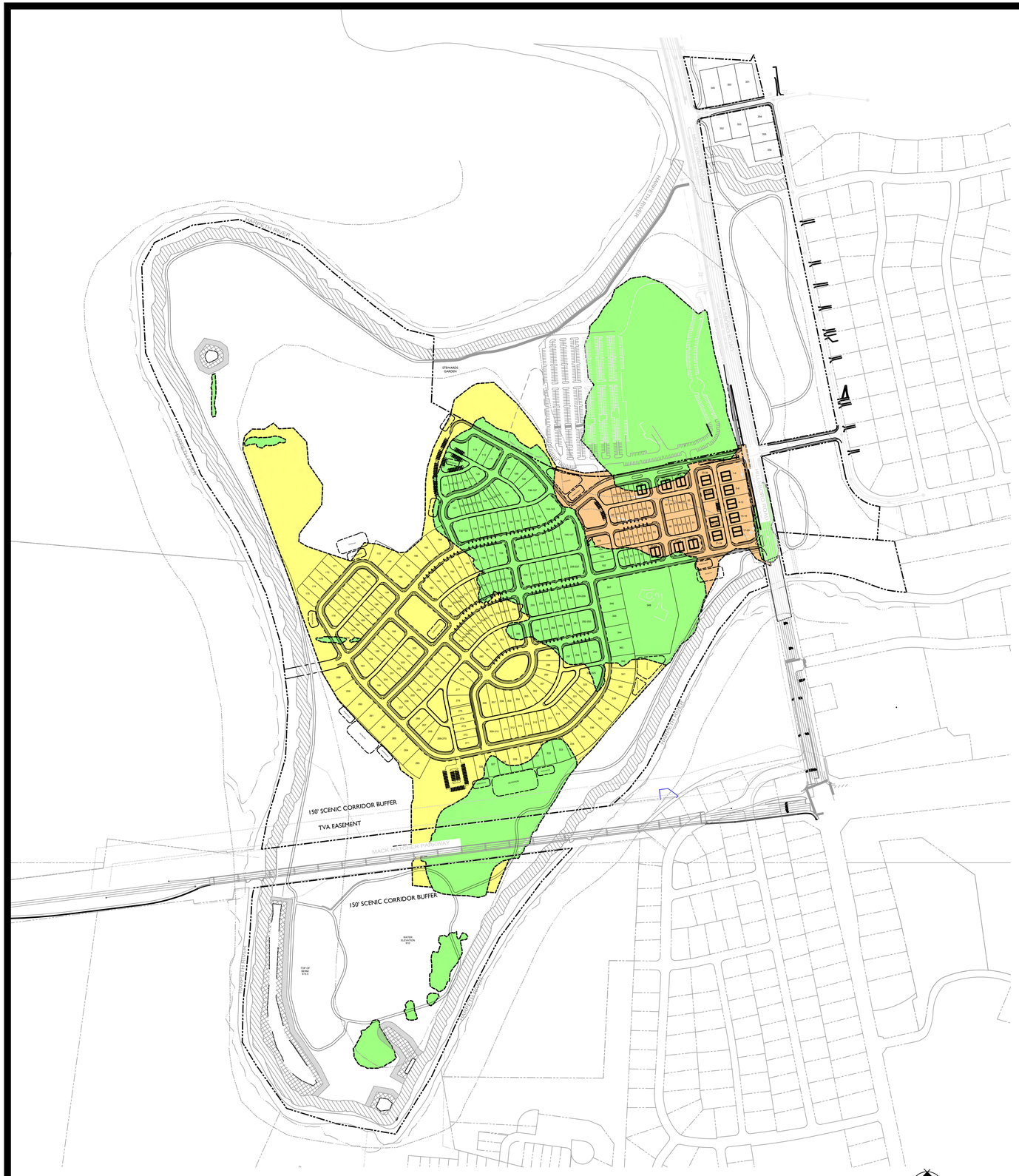
shanna.mccoy@franklintn.gov	Comment to remain open as a reminder and does not hinder approval of development plan. A floodplain development permit is required prior to any disturbance of the floodplain.

43. FFO/FEMA

shanna.mccoy@franklintn.gov	Comment to remain open as a project reminder and does not hinder approval of the development plan. A letter of map revision will be required for an alteration of the floodplain/floodway boundary.

45. FFO

shanna.mccoy@franklintn.gov	Comment to remain open as an advisory comment and does not hinder approval of development plan. The final plat shall not be recorded until the approved LOMR has been to BZA for reinterpretation of the FFO and FWO boundaries.



BOMA CONDITIONS

1. In conjunction with the approval of the first site plan, the applicant shall provide a deeded emergency access easement and improvement plans to by-pass Hillsboro Road between Mack Hatcher Parkway and Fulton Greer Road. This condition does not include the proposed 8 lots at Poteat Place which have access to Spencer Creek Road above the 100-year floodplain.

- **Per Municipal Code Section 23-106(2)(e)(iii), Providing emergency bypass of the 100-year flood event is acceptable.**

Response: Alternative Fire Truck Route exhibit included with submittal set, and previewed below.

2. A grading permit may not be granted for areas within the floodplain and floodway, west of Hillsboro Road, until a CLOMR is approved by FEMA.

- **This is already required by ordinance.**

Response: Applicant intends to follow the process as set forward by the city and by FEMA. Grading will not commence until CLOMR has been approved and provided to the city.

3. Condominium buildings may not exceed 4 units per building per the guidelines of Envision Franlin.

Response: Condominium buildings of over 4 units per building have been removed from the plan. There are now 11 multi-plex buildings at the front of the development, all of which contain 4 units.

4. Residential Lots shall be removed from the Development Plan where the existing floodplain is greater than 36 inches in depth, not including the floodway and floodplain that has been previously developed by Christ Community Church and Brownland Farm near Hillsboro Road.

Response: The attached plan highlights the area of existing floodplain that is less than 36 inches in depth. All proposed lots fall within this highlighted area, or within an area that has no existing floodplain currently.

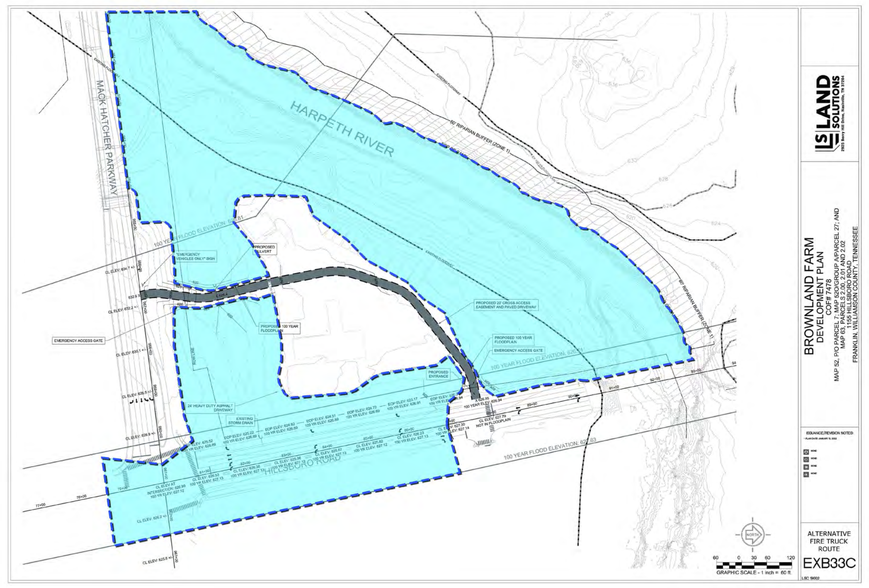
5. Development shall have a maximum of 395 total homes including the homes proposed on Poteat Place. (1.7 homes per acre)

- **This is a reduction from 471 (2.04 homes per acre)**

Response: Proposed development now has 357 total lots, including the 8 lots at Poteat Place, and the 1 existing home to remain.

FLOODPLAIN KEY

- AREA ABOVE EXISTING FLOODPLAIN
- AREA OF EXISTING FLOODPLAIN LESS THAN 36 INCHES IN DEPTH
- AREA OF FLOODPLAIN/FLOODWAY PREVIOUSLY DEVELOPED BY BROWNLAND FARM AND CHRIST COMMUNITY CHURCH



SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE — LICENSED LANDSCAPE ARCHITECT

Revision Date

BOMA CONDITION COMPLIANCE

SHEET
C2.0B

COF # 7478


60' RIPARIAN BUFFER ZONE 1
THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.
GREENWAY TRAIL TO BE FIELD LOCATED IN ORDER TO AVOID DAMAGE TO TREE CANOPY
150' SCENIC CORRIDOR BUFFER
TVA EASEMENT
150' SCENIC CORRIDOR BUFFER
HILLSBORO ROAD
FUTURE AGRICULTURAL RESERVE BROWNLAND RESIDENTS
POTENTIAL FUTURE SIDEPATH CONNECTION
STEWARDS GARDEN
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PENDING APPROVAL BY BOMA, THIS DOCUMENT WAS REVIEWED UNDER AND IS NOW VESTED IN THE FOLLOWING DEVELOPMENT STANDARDS:

ZONING ORDINANCE: DECEMBER 8, 2020

SUBDIVISION REGULATIONS: DECEMBER 30, 2019

TRANSPORTATION AND STREET TECHNICAL STANDARDS: APRIL 25, 2017

STORMWATER BMP MANUAL: JANUARY 1, 2016

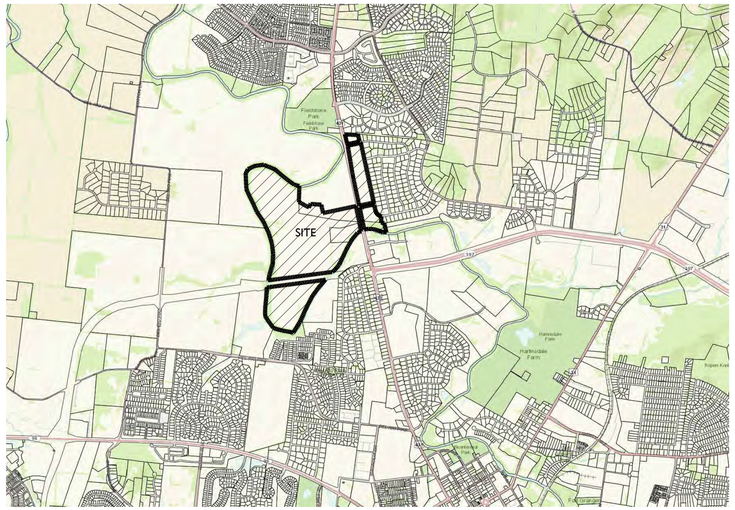
TECHNICAL SPECIFICATIONS FOR UTILITY INSTALLATION: OCTOBER 13, 2020

MUNICIPAL CODE: NOVEMBER 25, 2020

BROWNLAND FARM

PD (1.52)
DEVELOPMENT PLAN

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE



N

NOT TO SCALE

APPLICANT & LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
324 LIBERTY PIKE
SUITE 145
FRANKLIN, TN 37064
615-975-5765
greg.gamble@gdc-tn.com

ENGINEER / DEVELOPER:
LAND SOLUTIONS COMPANY
KEVIN ESTERS
2925 BERRY HILL DRIVE
SECOND FLOOR
NASHVILLE, TN 37204
615-712-7497
kevin@landsolutionsco.com

OWNER:
MAP 63, PARCEL 2.00 & 2.02
ANDERTON FAMILY PARTNERSHIP
CONTACT: ROBIN ANDERTON
1155 HILLSBORO ROAD
FRANKLIN, TN 37069

MAP 63, PARCEL 2.01
MARGARET B ANDERTON REV TRUST
1155 HILLSBORO ROAD
FRANKLIN, TN 37069

MAP 52, PARCEL 7.00
CHRIST COMMUNITY CHURCH OF FRANKLIN
1215 HILLSBORO ROAD
FRANKLIN, TN 37069

MAP 52O, GROUP A, PARCEL 27.00
STEPHEN B ETHERLY
305 A TOWNES DRIVE
NASHVILLE, TN 37211

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. A WATER MAIN IS LOCATED ALONG HILLSBORO ROAD.
189 SINGLE FAMILY @ 350 GPD = 66,150 GPD
86 TOWNHOMES @ 350 GPD = 30,100 GPD
60 MULTIPLEXES @ 350 GPD = 21,000 GPD
20 DUPLEXES 2BR @ 350 GPD = 7,000 GPD
1 EXISTING HOUSE TO REMAIN @ 350 GPD = 350 GPD
TOTAL = 124,600 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN .

REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE TO THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 2.2 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 1.06 MI (FRANKLIN FIRE STATION 4)
NEAREST RECREATIONAL FACILITY: 0.4 MI (FRANKLIN RECREATION COMPLEX)

PROJECTED STUDENT POPULATION
356 x 0.25 = 89 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY THE CITY OF FRANKLIN

COMPREHENSIVE REVIEW OF ROADWAY, STORMWATER, AND UTILITY ELEMENTS BY CITY OF FRANKLIN STAFF WILL OCCUR AT THE SITE PLAN STAGE. PROJECT ENTITLEMENTS APPROVED WITH THIS DEVELOPMENT PLAN DO NOT CONSTITUTE APPROVAL OF THE ROADWAY, STORMWATER, AND UTILITY ELEMENTS SHOWN ON THE DEVELOPMENT PLAN. IF, UPON APPLICATION OF CITY OF FRANKLIN STREET, STORMWATER, AND UTILITY STANDARDS AT THE SITE PLAN STAGE, THE APPLICANT CANNOT ACHIEVE THE MAXIMUM APPROVED ENTITLEMENTS, THE APPLICANT SHALL BE CONFINED TO THE ENTITLEMENTS ACHIEVABLE FROM THE APPLICATION OF SAID STANDARDS.

GREGORY C. GAMBLE — TENNESSEE REGISTERED LANDSCAPE ARCHITECT — 2162

PRE-APP SUBMITTAL: 12.27.2021
INITIAL SUBMITTAL: 01.10.2022
RESUBMITTAL: 02.03.2022

SITE DATA CHART

PROJECT NAME: BROWNLAND FARM PD SUBDIVISION
PROJECT NUMBER: 7478
ADDRESS: HILLSBORO ROAD

PARCEL(S):
MAP 63, PARCEL 2.00
MAP 63, PARCEL 2.01
MAP 63, PARCEL 2.02
MAP 52, PARCEL 7.00
MAP 52O, GROUP A, PARCEL 27.00

ACREAGE / SF OF SITE: 233.64 AC

BASE ZONING:
AGRICULTURE
CIVIC AND INSTITUTIONAL

PROPOSED ZONING: PD (1.52)
ZONING OVERLAYS:
SCO - SCENIC CORRIDOR OVERLAY
FWO - FLOODWAY OVERLAY
FFO - FLOODWAY FRINGE OVERLAY

BUILDING TYPES APPLIED:
SINGLE FAMILY HOMES
TOWNHOMES
MULTIPLEX
DUPLEX

FRONTAGE TYPES APPLIED:
YARD FRONTAGE (SINGLE FAMILY, DUPLEX AND MULTI-PLEX)
URBAN FRONTAGE (TOWNHOMES)

LOT WIDTHS, SIZES, UNIT COUNT:

100' SIDE-LOADED - APP. 3.18 AC:	8
85' SIDE-LOADED - APP. 3.75 AC:	13
65' FRONT-LOADED - APP. 5.33 AC:	24
56' FRONT-LOADED - APP. 0.87 AC:	5
45' ALLEY-LOADED - APP. 14.72 AC:	99
40' ALLEY-LOADED - APP. 4.74 AC:	40
24' TOWNHOME - APP. 6.20 AC:	86
MULTI-PLEX UNITS APP. 3.31 AC:	60
DUPLEX 2.72 AC:	20
EXISTING HOUSE TO REMAIN:	1
TOTAL UNITS:	356

PARKLAND DEDICATION:
356 UNITS X $4,304= $1,532,224
25% NON REIMBURSABLE: $383,056
75% POSSIBLE REIMBURSEMENT: $1,149,168

SETBACKS:

100' SIDE-LOADED
FRONT: 60'
SIDE: 15'
REAR: 30'

85' SIDE-LOADED
FRONT: 10'
SIDE: 7.5'
SIDE STREET: 10'
REAR: 20'

65' FRONT-LOADED
FRONT: 10'
SIDE: 7.5'
SIDE STREET: 10'
REAR: 20'

56' FRONT-LOADED
FRONT: 10'
SIDE: 7.5'
SIDE STREET: 10'
REAR: 20'

45' ALLEY-LOADED
FRONT: 10'
SIDE: 5'
SIDE STREET: 10'
REAR: 22'

40' ALLEY-LOADED
FRONT: 10'
SIDE: 5'
SIDE STREET: 10'
REAR: 22'

24' TOWNHOME:
FRONT: 10'
SIDE: 5'
INTERNAL: 0'
SIDE STREET: 10'
REAR: 20'

MULTIPLEX:
FRONT: 10'
HILLSBORO ROAD FRONT: 80'
SIDE: 15'
SIDE STREET: 15'
REAR: 5'

DUPLEX
FRONT: 10'
SIDE: 5'
SIDE STREET: 20'
REAR: 22'

MAX BUILDING HEIGHT: 2.5-STORY

PERMITTED USES:
SINGLE-FAMILY DETACHED
TOWNHOMES
MULTIPLEX
DUPLEX
AGRICULTURE

MINIMUM REQUIRED LSA: 20% (46.7 AC)
PROVIDED LSA: 20% (46.7 AC)

OPEN SPACE REQUIRED: 5% (508,563 SF)
OPEN SPACE PROVIDED: 5% (512,445 SF)
NATURAL AREA REQUIRED: 10% (1,017,126 SF)
NATURAL AREA PROVIDED: 16.5% (1,682,774 SF)

TREE CANOPY: 50.19 AC
RETENTION ACREAGE REQUIRED: 48% (24.09 AC)
RETENTION ACREAGE PROVIDED: 169% (40.70 AC)

PARKING REQUIRED (BY USE):

SINGLE FAMILY DETACHED (2/UNIT):	380
24' TOWNHOMES (3BR - 3/UNIT):	258
MULTIPLEX (2BR - 2.5/UNIT):	150
DUPLEX (2 BR - 2.5/UNIT)	50
TOTAL PARKING REQD:	838

PARKING PROVIDED (BY USE):

SINGLE FAMILY DETACHED (SIDE-LOADED):	4/LOT (2 GARAGE, 2 TANDEM):	84
SINGLE FAMILY DETACHED (FRONT-LOADED):	4/LOT (2 GARAGE, 2 TANDEM):	116
SINGLE FAMILY DETACHED (ALLEY-LOADED):	4/ LOT (2 GARAGE, 2 TANDEM):	556
24' TOWNHOMES (ALLEY-LOADED):	3/UNIT (3 GARAGE):	258
MULTIPLEX (ALLEY-LOADED):	4/ LOT (2 GARAGE, 2 TANDEM):	240
DUPLEX (ALLEY-LOADED):	4/ LOT (2 GARAGE, 2 TANDEM):	80
SURFACE PARKING:		133
ON-STREET PARKING:		166
TOTAL PARKING PROVIDED:		1,633

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE


HILLSBORO ROAD
MACK HATCHER PARKWAY
MACK HATCHER PARKWAY
MACK HATCHER PARKWAY
MACK HATCHER PARKWAY
HILLSBORO ROAD
HILLSBORO ROAD
HILLSBORO ROAD



GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE REGISTERED LANDSCAPE ARCHITECT

Revision Date
- △
- △
- △
- △

ENLARGED EXISTING CONDITIONS

SHEET
C1.1

COF # 7478



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

N

0 50 100 150

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.2

COF # 7478



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

N

0 50 100 150

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED
LANDSCAPE ARCHITECT

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.3

COF # 7478



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE — 329 — LICENSED LANDSCAPE ARCHITECT — TENNESSEE

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.4

COF # 7478

MATCHLINE SHEET C1.4

MATCHLINE SHEET C1.5

HARPETH RIVER

EX 100 YR FLOODPLAIN

EXISTING FLOODWAY

TOP OF BANK

80' RIPARIAN BUFFER (ZONE 1)

MORE LIVINGFIELD
MAP 51, PARCEL 15.02
D BOOK 5467, PAGE 800

KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

MATCHLINE SHEET C1.5

MATCHLINE SHEET C1.6

MATCHLINE SHEET C1.5

MATCHLINE SHEET C1.10

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

N

0 50 100 150

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED
LANDSCAPE ARCHITECT
TENNESSEE
2382

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.5

COF # 7478

MATCHLINE SHEET C1.3

MATCHLINE SHEET C1.6

MATCHLINE SHEET C1.5

MATCHLINE SHEET C1.6

MATCHLINE SHEET C1.6

MATCHLINE SHEET C1.7

MATCHLINE SHEET C1.6

MATCHLINE SHEET C1.9

EX 100 YR FLOODPLAIN

EX 100 YR FLOODPLAIN

EX 100 YR FLOODPLAIN

EX 100 YR FLOODPLAIN

EXISTING FLOODWAY

EXISTING FLOODWAY

CHRIST COMMUNITY CHURCH
OF FRANKLIN
MAP 82, PARCEL 7.00
DEED BOOK 1859, PAGE 793

ANDE

MAI

KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

N

0 50 100 150

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.6

COF # 7478

MATCHLINE SHEET C1.2
MATCHLINE SHEET C1.7

KEY
- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

MONTICELLO ROAD
(LOCAL STREET - 60' ROW)

HILLSBORO ROAD
(MAJOR ARTERIAL-104'-120'-ROW)

COMMUNITY CHURCH
OF FRANKLIN
42, PARCEL 7.00
OOK 1859, PAGE 793

STEPHEN B AND
ROBERT M EATHERLY
MAP 52O/ GROUP A
PARCEL 27.00

ANDERTON FAMILY
PARTNERSHIP
MAP 63, PARCEL 2.00

ANDERTON MARGARET
REV TRUST
MAP 63, PARCEL 2.01

SSMH
TOP 626.2
INV IN 613.9
INV OUT 613.8

SSMH
TOP 625.3
INV OUT 615.3

EX 100 YR FLOODPLAIN
EXISTING FLOODWAY
30' RIPARIAN BUFFER (ZONE 1)
TOP OF BANK
MATCHLINE SHEET C1.7
MATCHLINE SHEET C1.8

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

N
0 50 100 150

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

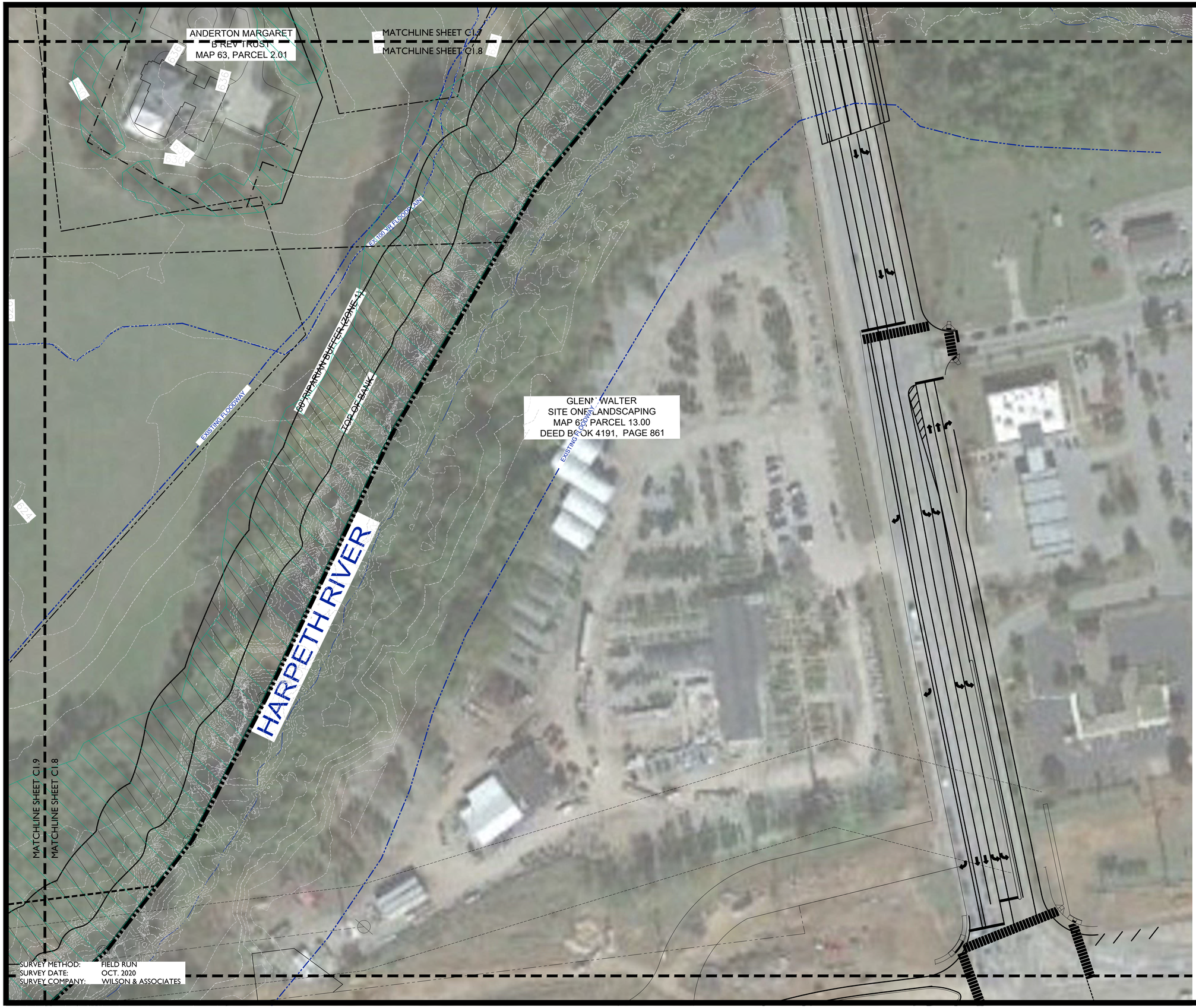
GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT

Revision Date
1 _____
2 _____
3 _____
4 _____

ENLARGED EXISTING CONDITIONS

SHEET
C1.7

COF # 7478



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

N

0 50 100 150

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.8

COF # 7478



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE 'I'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE 'I'

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

N

0 50 100 150

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED
LANDSCAPE ARCHITECT

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.9

COF # 7478



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

0 50 100 150

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

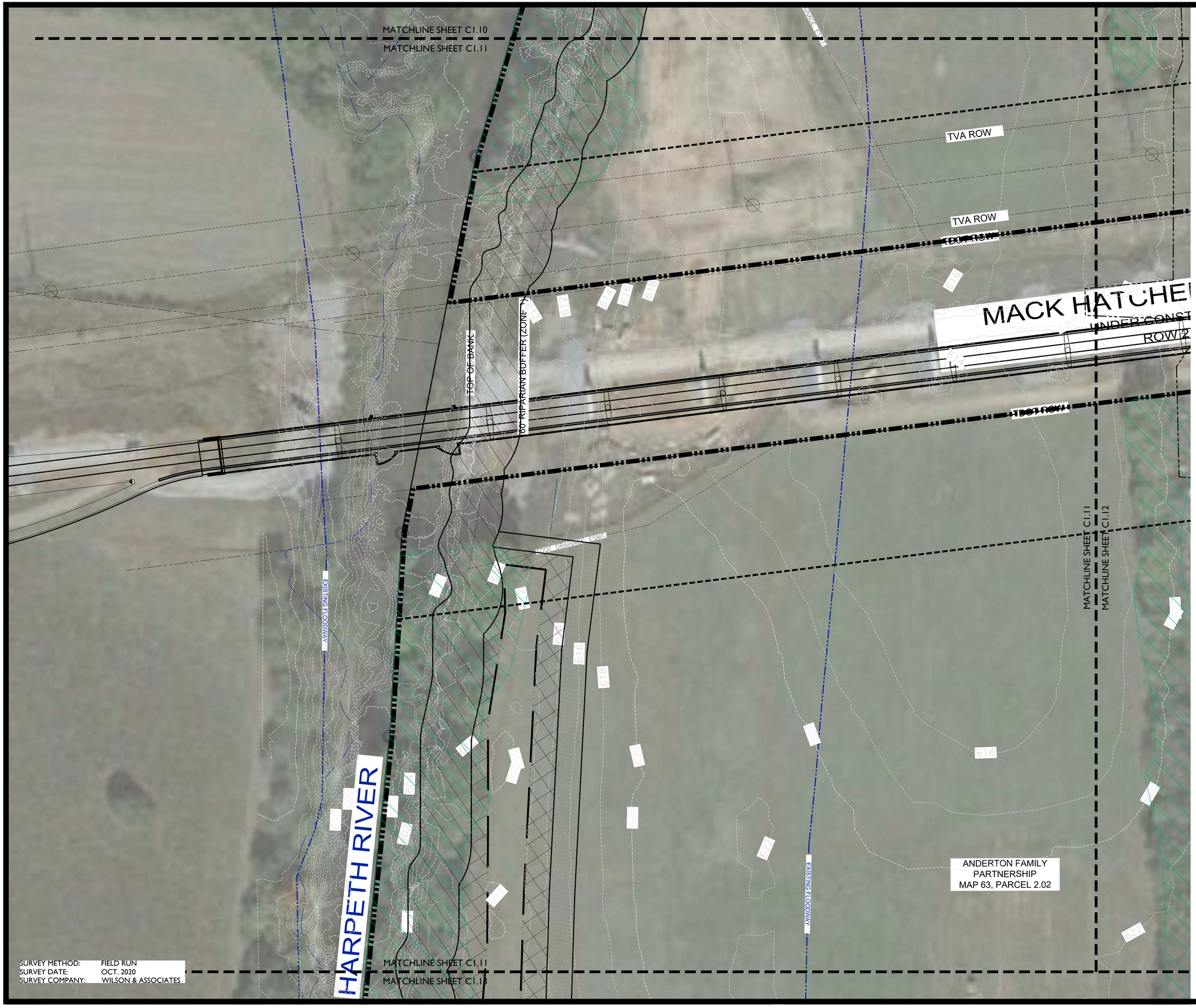
GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.10

COF # 7478



SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

N

0 50 100 150

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

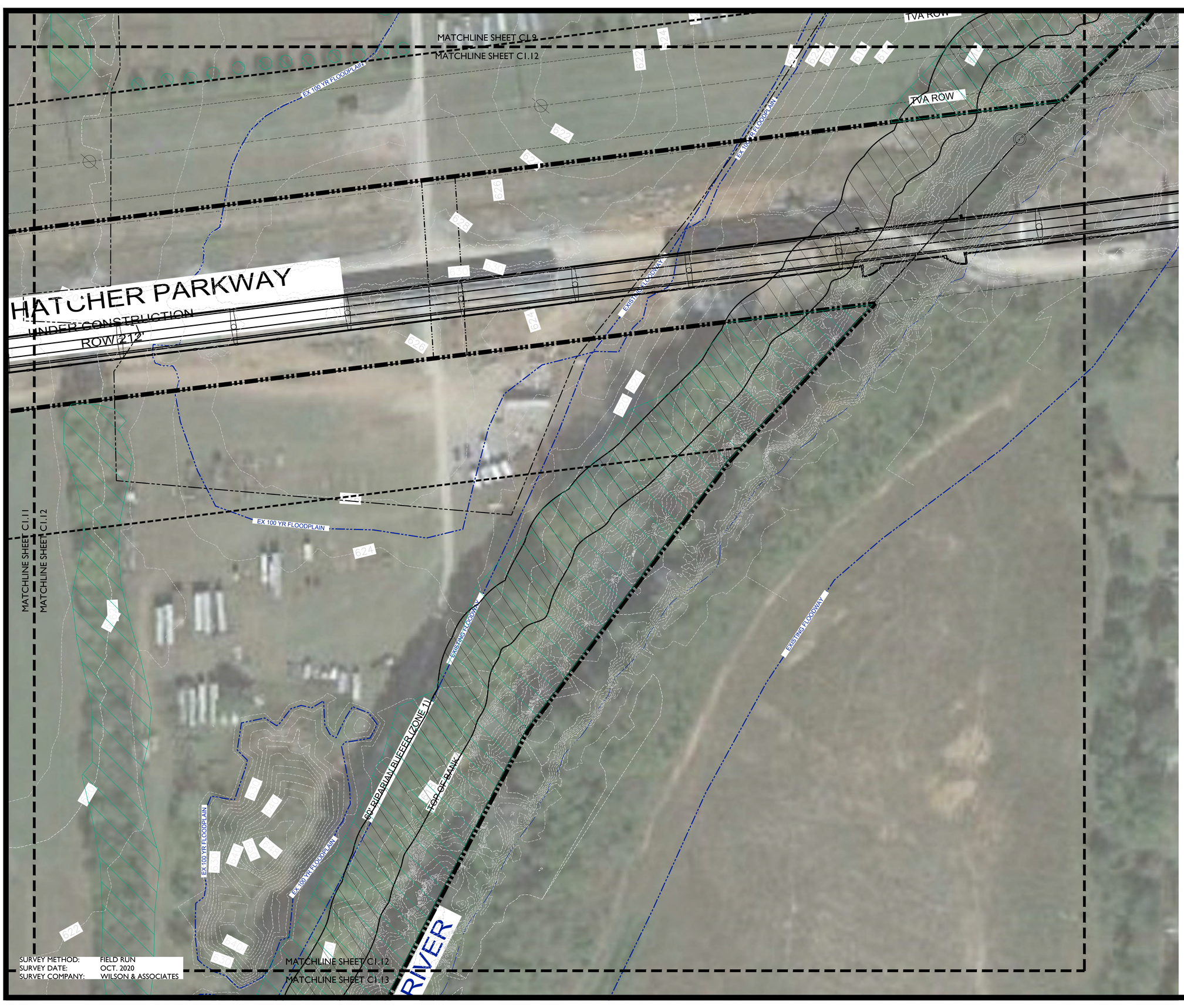
GREGORY C. GAMBLE — REGISTERED LANDSCAPE ARCHITECT — TENNESSEE — 2332

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.11

COF # 7478



KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

N

0 50 100 150

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED
LANDSCAPE ARCHITECT
TENNESSEE
2382

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.12

COF # 7478

MATCHLINE SHEET C1.11
MATCHLINE SHEET C1.13

MATCHLINE SHEET C1.12
MATCHLINE SHEET C1.13

HARPETH RIVER

EXISTING FLOODWAY

EX 100 YR FLOODPLAIN

100 YEAR FLOODPLAIN

60' RIPARIAN BUFFER (ZONE 1)

TOP OF BANK

EXISTING FLOODWAY

EXISTING FLOODWAY

EXISTING FLOODWAY

KEY

- EXISTING CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'

RIZER PT SECTION 1
OPENSPACE 96
MAP 63H, PARCEL 21.00
DEED BOOK 6733, PAGE 304

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

N

0 50 100 150

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT
TENNESSEE
2332

Revision Date

ENLARGED EXISTING CONDITIONS

SHEET
C1.13

COF # 7478



ADDITIONAL OPEN SPACE

TOTAL PROPERTY AREA: 233.64 AC
TOTAL ADDITIONAL OPEN SPACE: 112.39 AC
PERCENTAGE OF OS ADDED: 48.10%

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

OPEN SPACE REQUIREMENT ZONING ORDINANCE

OVERALL SITE AREA = 10,177,446 SF (233.64 AC)

OPEN SPACE DATA:

OPEN SPACE
REQUIRED - 5% OF TOTAL SITE AREA (508,872 SF / 11.68 AC)
PROVIDED - 5% (512,445 SF / 11.76 AC)

NATURAL AREA
REQUIRED - 10% OF TOTAL SITE AREA (1,017,745 SF / 23.37 AC)
PROVIDED - 16.5% (1,682,774 SF / 38.63 AC)

LOT	TYPE	AREA (SF)
OS 5	NATURAL AREA	921,924
OS 6	NATURAL AREA	760,850
OS 8	POCKET PARK	17,984
OS 13	POCKET PARK	6,264
OS 14	POCKET PARK	11,683
OS 15	NEIGHBORHOOD AMENITY	39,423
OS 16	POCKET PARK	12,334
OS 18	POCKET PARK	19,165
OS 20	POCKET PARK	17,942
OS 21	POCKET PARK	5,231
OS 23	POCKET PARK	6,612
OS 24	POCKET PARK	7,200
OS 25	GREENWAY	368,607

ADDITIONAL OPEN SPACE REQUIRED BY ENVISION FRANKLIN

OS 1	ADDITIONAL OPEN SPACE	37,041
OS 2	ADDITIONAL OPEN SPACE	760,486
OS 3	ADDITIONAL OPEN SPACE	414,711
OS 4	ADDITIONAL OPEN SPACE	245,285
OS 7	ADDITIONAL OPEN SPACE	804,481
OS 9	ADDITIONAL OPEN SPACE	138,281
OS 10	ADDITIONAL OPEN SPACE	37,926
OS 11	ADDITIONAL OPEN SPACE	544,082
OS 12	ADDITIONAL OPEN SPACE	1,867,570
OS 17	ADDITIONAL OPEN SPACE	1,250
OS 19	ADDITIONAL OPEN SPACE	9,981
OS 22	ADDITIONAL OPEN SPACE	35,175

OPEN SPACE REQUIREMENTS HAVE BEEN MET WITH LOTS OS 5, 6, 8, 13, 14, 15, 16, 18, 20, 21, 23, 24, AND 25. OPEN SPACE PLANTINGS REQUIRED AT SITE PLAN ARE TO BE BASED ON SQUARE FOOTAGES SHOWN IN LOTS OS 5, 6, 8, 13, 14, 15, 16, 18, 20, 21, 23, 24, AND 25.

NOTE: OPEN SPACE LOTS WILL SERVE AS PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENTS.

TREE CANOPY RETENTION

OVERALL SITE AREA = 10,177,446 SF (233.64 AC)

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY: 2,184,140 SF; 50.14 AC (21.5% OF SITE)
REQUIRED CANOPY PRESERVATION: 48% (1,048,387 SF; 24.09 AC)

PROVIDED CANOPY PRESERVATION: 40.70 AC; 1,772,815 SF (169% OF REQUIRED)

MINIMUM LOT DIMENSIONS

LOT TYPE	MINIMUM DEPTH	MINIMUM WIDTH
100' SIDE-LOADED	145'	100'
85' SIDE-LOADED	135'	85'
65' FRONT-LOADED	135'	65'
56' FRONT-LOADED	135'	56'
45' ALLEY-LOADED	125'	45'
40' ALLEY-LOADED	125'	40'
DUPLEX	125'	87'
24' TOWNHOME	83'	24'
MUTLI-PLEX	90'	75'

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. A WATER MAIN IS LOCATED ALONG HILLSBORO ROAD.
189 SINGLE FAMILY @ 350 GPD = 66,150 GPD
86 TOWNHOMES @ 350 GPD = 30,100 GPD
60 MULTIPLEXES @ 350 GPD = 21,000 GPD
20 DUPLEXES 2BR @ 350 GPD = 7,000 GPD
1 EXISTING HOUSE TO REMAIN @ 350 GPD = 350 GPD
TOTAL = 124,600 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN .

REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE TO THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 2.2 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 1.06 MI (FRANKLIN FIRE STATION 4)
NEAREST RECREATIONAL FACILITY: 0.4 MI (FRANKLIN RECREATION COMPLEX)

PROJECTED STUDENT POPULATION
356 x 0.25 = 89 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY THE CITY OF FRANKLIN

KEY

- PRESERVED CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'
- FORMAL OPEN SPACE
- NATURAL AREA
- PRESERVED OPEN SPACE

SITE DATA CHART

PROJECT NAME: BROWNLAND FARM PD SUBDIVISION
PROJECT NUMBER: 7478
ADDRESS: HILLSBORO ROAD

PARCEL(S):
MAP 63, PARCEL 2.00
MAP 63, PARCEL 2.01
MAP 63, PARCEL 2.02
MAP 52, PARCEL 7.00
MAP 52O, GROUP A, PARCEL 27.00

ACREAGE / SF OF SITE: 233.64 AC

BASE ZONING:
AGRICULTURE
CIVIC AND INSTITUTIONAL
PD (1.52)

PROPOSED ZONING:
SCO - SCENIC CORRIDOR OVERLAY
FWO - FLOODWAY OVERLAY
FFO - FLOODWAY FRINGE OVERLAY

ZONING OVERLAYS:

BUILDING TYPES APPLIED:
SINGLE FAMILY HOMES
TOWNHOMES
MULTIPLEX
DUPLEX

FRONTAGE TYPES APPLIED:
YARD FRONTAGE (SINGLE FAMILY, DUPLEX AND MULTI-PLEX)
URBAN FRONTAGE (TOWNHOMES)

LOT WIDTHS, SIZES, UNIT COUNT:

100' SIDE-LOADED - APP. 3.18 AC:	8
85' SIDE-LOADED - APP. 3.75 AC:	13
65' FRONT-LOADED - APP. 5.33 AC:	24
56' FRONT-LOADED - APP. 0.87 AC:	5
45' ALLEY-LOADED - APP. 14.72 AC:	99
40' ALLEY-LOADED - APP. 4.74 AC:	40
24' TOWNHOME - APP. 6.20 AC:	86
MULTI-PLEX UNITS APP. 3.31 AC:	60
DUPLEX 2.72 AC:	20
EXISTING HOUSE TO REMAIN:	1
TOTAL UNITS:	356

PARKLAND DEDICATION:
356 UNITS X $4,304= $1,532,224
25% NON REIMBURSABLE: $383,056
75% POSSIBLE REIMBURSEMENT: $1,149,168

SETBACKS:

100' SIDE-LOADED
FRONT: 60'
SIDE: 15'
REAR: 30'

85' SIDE-LOADED
FRONT: 10'
SIDE: 7.5'
SIDE STREET: 10'
REAR: 20'

65' FRONT-LOADED
FRONT: 10'
SIDE: 7.5'
SIDE STREET: 10'
REAR: 20'

56' FRONT-LOADED
FRONT: 10'
SIDE: 7.5'
SIDE STREET: 10'
REAR: 20'

45' ALLEY-LOADED
FRONT: 10'
SIDE: 5'
SIDE STREET: 10'
REAR: 22'

40' ALLEY-LOADED
FRONT: 10'
SIDE: 5'
SIDE STREET: 10'
REAR: 22'

24' TOWNHOME:
FRONT: 10'
SIDE: 5'
INTERNAL: 0'
SIDE STREET: 10'
REAR: 20'

MULTIPLEX:
FRONT: 10'
HILLSBORO ROAD FRONT: 80'
SIDE: 15'
SIDE STREET: 15'
REAR: 5'

DUPLEX
FRONT: 10'
SIDE: 5'
SIDE STREET: 20'
REAR: 22'

MAX BUILDING HEIGHT: 2.5-STORY

PERMITTED USES:
SINGLE-FAMILY DETACHED
TOWNHOMES
MULTIPLEX
DUPLEX
AGRICULTURE

MINIMUM REQUIRED LSA: 20% (46.7 AC)
PROVIDED LSA: 20% (46.7 AC)

OPEN SPACE REQUIRED: 5% (508,563 SF)
OPEN SPACE PROVIDED: 5% (512,445 SF)
NATURAL AREA REQUIRED: 10% (1,017,126 SF)
NATURAL AREA PROVIDED: 16.5% (1,682,774 SF)

TREE CANOPY: 50.19 AC
RETENTION ACREAGE REQUIRED: 48% (24.09 AC)
RETENTION ACREAGE PROVIDED: 169% (40.70 AC)

PARKING REQUIRED (BY USE):

SINGLE FAMILY DETACHED (2/UNIT):	380
24' TOWNHOMES (3BR - 3/UNIT):	258
MULTIPLEX (2BR - 2.5/UNIT):	150
DUPLEX (2 BR - 2.5/UNIT)	50
TOTAL PARKING REQD:	838

PARKING PROVIDED (BY USE):

SINGLE FAMILY DETACHED (SIDE-LOADED):	4/LOT (2 GARAGE, 2 TANDEM):	84
SINGLE FAMILY DETACHED (FRONT-LOADED):	4/LOT (2 GARAGE, 2 TANDEM):	116
SINGLE FAMILY DETACHED (ALLEY-LOADED):	4/ LOT (2 GARAGE, 2 TANDEM):	556
24' TOWNHOMES (ALLEY-LOADED):	3/UNIT (3 GARAGE):	258
MULTIPLEX (ALLEY-LOADED):	4/ LOT (2 GARAGE, 2 TANDEM):	240
DUPLEX (ALLEY-LOADED):	4/ LOT (2 GARAGE, 2 TANDEM):	80
SURFACE PARKING:		133
ON-STREET PARKING:		166
TOTAL PARKING PROVIDED:		1,633

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE — TENNESSEE — LANDSCAPE ARCHITECT — 2322

Revision Date
1 _____
2 _____
3 _____
4 _____

DEVELOPMENT PLAN

SHEET
C2.0

COF # 7478



KEY

- MULTIPLEX
- DUPLEX
- TOWNHOMES
- 40' ALLEY-LOADED
- 45' ALLEY-LOADED
- 56' FRONT-LOADED
- 65' FRONT-LOADED
- 85' SIDE-LOADED
- 100' SIDE-LOADED

N

0 300 600 900

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
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BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

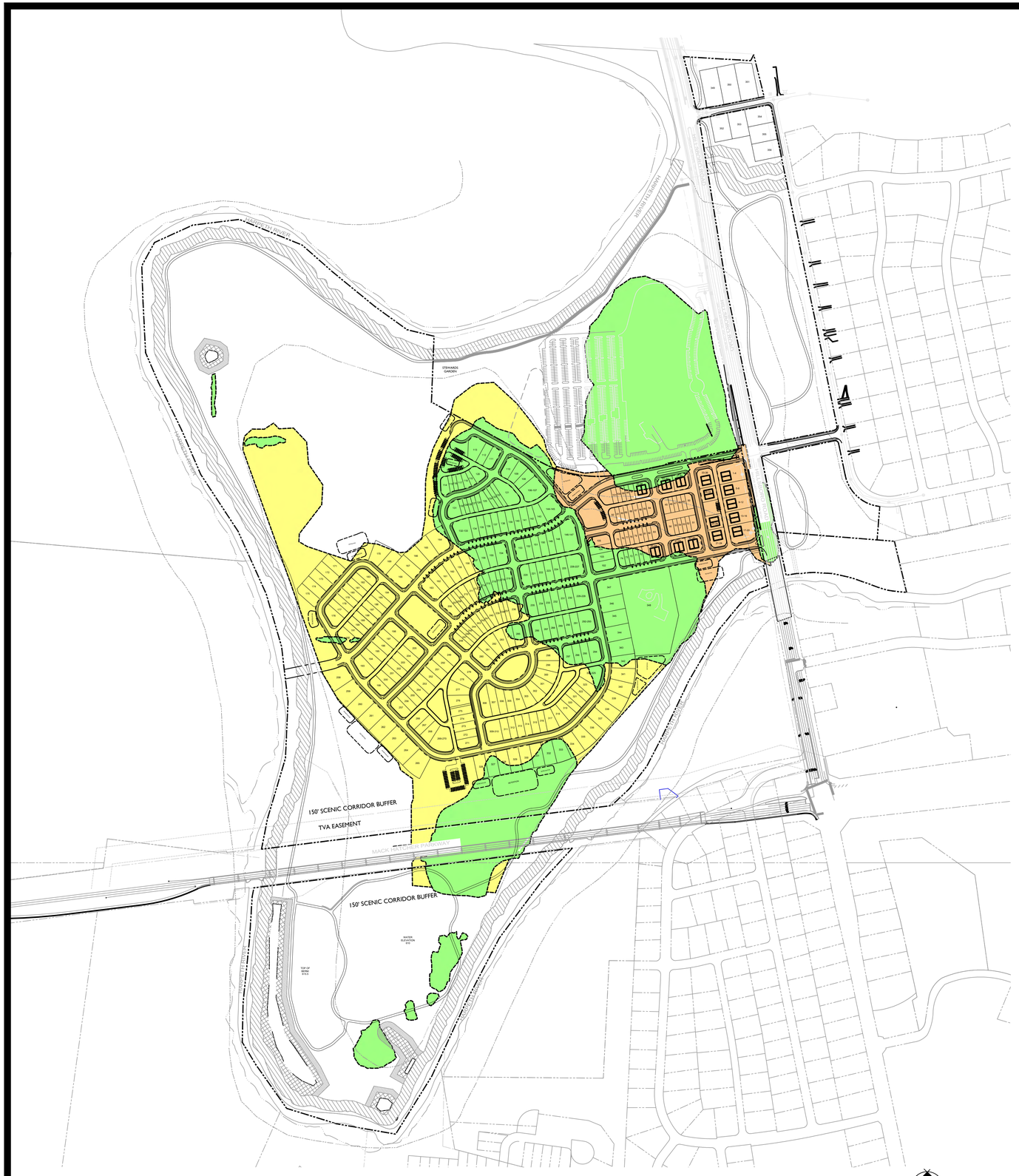
GREGORY C. GAMBLE — REGISTERED LANDSCAPE ARCHITECT — TENNESSEE

Revision Date
- △ _____
- △ _____
- △ _____
- △ _____

LOT BREAKDOWN EXHIBIT

SHEET
C2.0A

COF # 7478



BOMA CONDITIONS

1. In conjunction with the approval of the first site plan, the applicant shall provide a deeded emergency access easement and improvement plans to by-pass Hillsboro Road between Mack Hatcher Parkway and Fulton Greer Road. This condition does not include the proposed 8 lots at Poteat Place which have access to Spencer Creek Road above the 100-year floodplain.

- **Per Municipal Code Section 23-106(2)(e)(iii), Providing emergency bypass of the 100-year flood event is acceptable.**

Response: Alternative Fire Truck Route exhibit included with submittal set, and previewed below.

2. A grading permit may not be granted for areas within the floodplain and floodway, west of Hillsboro Road, until a CLOMR is approved by FEMA.

- **This is already required by ordinance.**

Response: Applicant intends to follow the process as set forward by the city and by FEMA. Grading will not commence until CLOMR has been approved and provided to the city.

3. Condominium buildings may not exceed 4 units per building per the guidelines of Envision Franlin.

Response: Condominium buildings of over 4 units per building have been removed from the plan. There are now 11 multi-plex buildings at the front of the development, all of which contain 4 units.

4. Residential Lots shall be removed from the Development Plan where the existing floodplain is greater than 36 inches in depth, not including the floodway and floodplain that has been previously developed by Christ Community Church and Brownland Farm near Hillsboro Road.

Response: The attached plan highlights the area of existing floodplain that is less than 36 inches in depth. All proposed lots fall within this highlighted area, or within an area that has no existing floodplain currently.

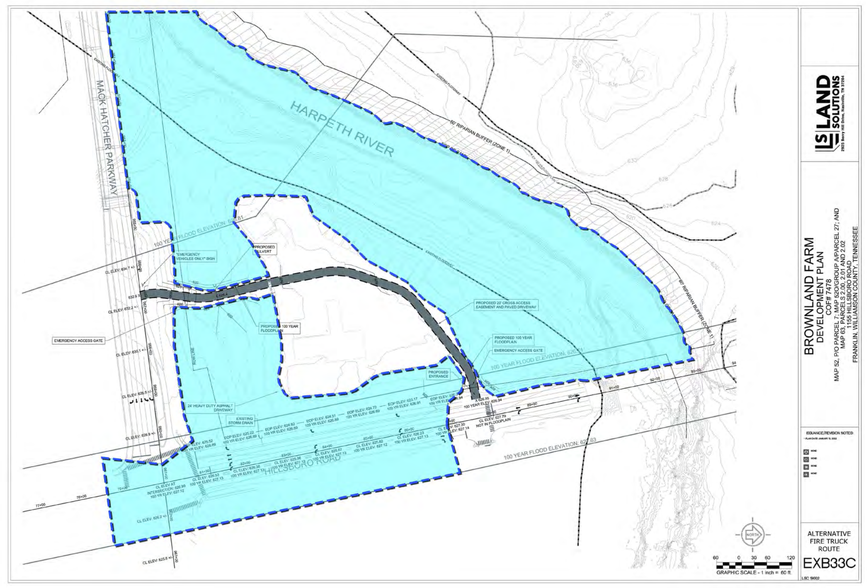
5. Development shall have a maximum of 395 total homes including the homes proposed on Poteat Place. (1.7 homes per acre)

- **This is a reduction from 471 (2.04 homes per acre)**

Response: Proposed development now has 357 total lots, including the 8 lots at Poteat Place, and the 1 existing home to remain.

FLOODPLAIN KEY

- AREA ABOVE EXISTING FLOODPLAIN
- AREA OF EXISTING FLOODPLAIN LESS THAN 36 INCHES IN DEPTH
- AREA OF FLOODPLAIN/FLOODWAY PREVIOUSLY DEVELOPED BY BROWNLAND FARM AND CHRIST COMMUNITY CHURCH



SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE — LANDSCAPE ARCHITECT

Revision Date

BOMA CONDITION COMPLIANCE

SHEET
C2.0B

COF # 7478

KEY

- PRESERVED CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'
- FORMAL OPEN SPACE
- NATURAL AREA
- PRESERVED OPEN SPACE

OPEN SPACE
OS 1

OPEN SPACE
OS 2

349
350
351
352
353
354
355
356

POTEET PLACE
(LOCAL STREET - 50' ROW)

HILLSBORO ROAD
(MAJOR ARTERIAL 104'-120' ROW)

JEFFERSON DRIVE
(LOCAL STREET - 50' ROW)

HARPETH RIVER

EX 100 YR FLOODPLAIN

PROPOSED 100 YEAR FLOODPLAIN

60' RIPARIAN BUFFER (ZONE 1)

TOP OF BANK

MATCHLINE SHEET C2.1

MATCHLINE SHEET C2.2

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

N

0 50 100 150

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT

Revision Date

ENLARGED DEVELOPMENT PLAN

SHEET
C2.1

COF # 7478

MATCHLINE SHEET C2.2

MATCHLINE SHEET C2.3

MATCHLINE SHEET C2.2

MATCHLINE SHEET C2.2

MATCHLINE SHEET C2.7

OPEN SPACE
OS 2

HILLSBORO ROAD
(MAJOR ARTERIAL 104'-120' ROW)

EXISTING FLOODWAY

FLOODPLAIN COMPENSATION AREA

TOP OF BANK

60' RIPARIAN BUFFER ZONE '1'

EX 100 YR FLOODPLAIN

KEY

- PRESERVED CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'
- FORMAL OPEN SPACE
- NATURAL AREA
- PRESERVED OPEN SPACE

N

0 50 100 150

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

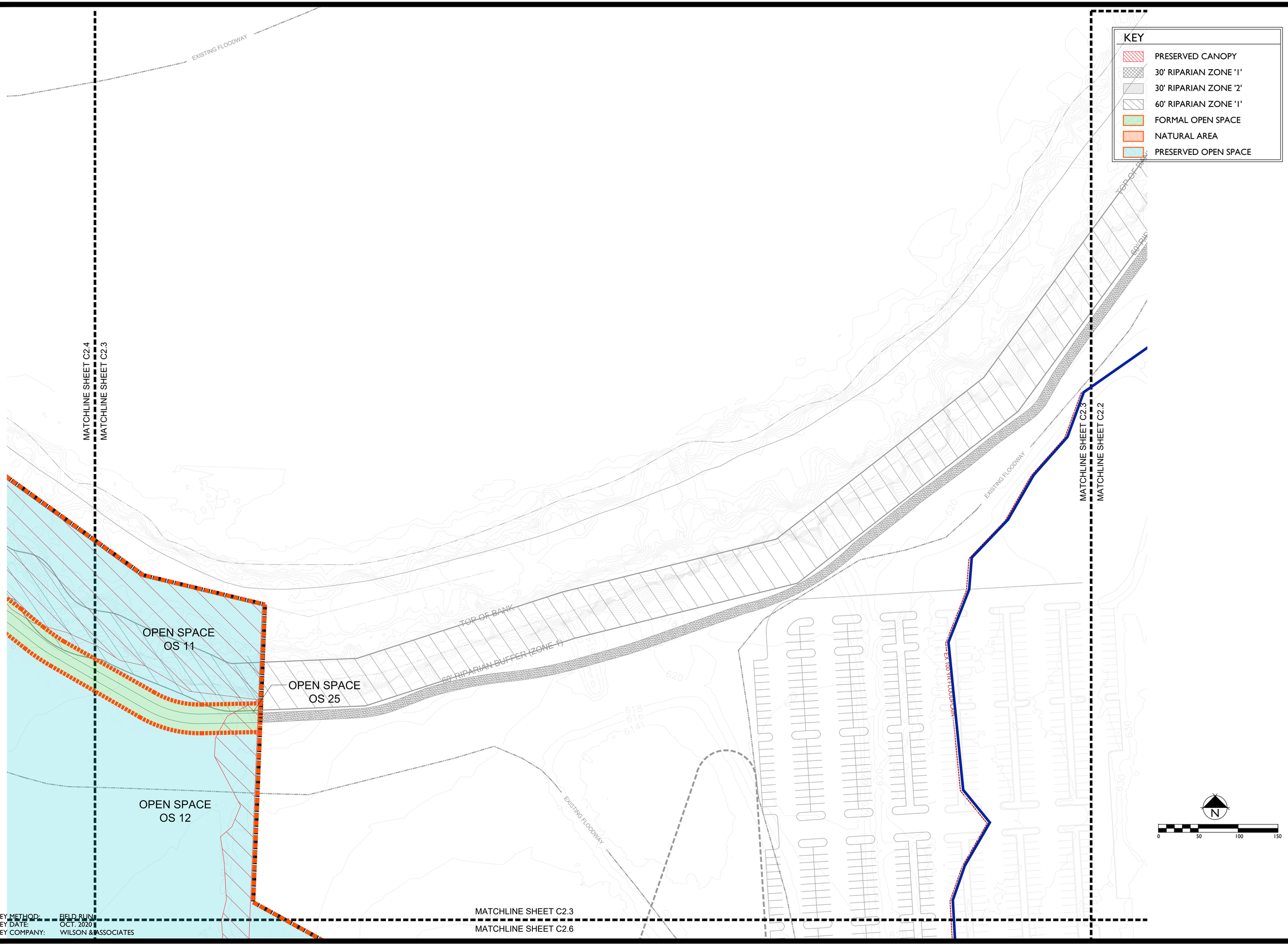
GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT

Revision Date

ENLARGED DEVELOPMENT PLAN

SHEET
C2.2

COF # 7478



SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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Franklin, Williamson County, Tennessee

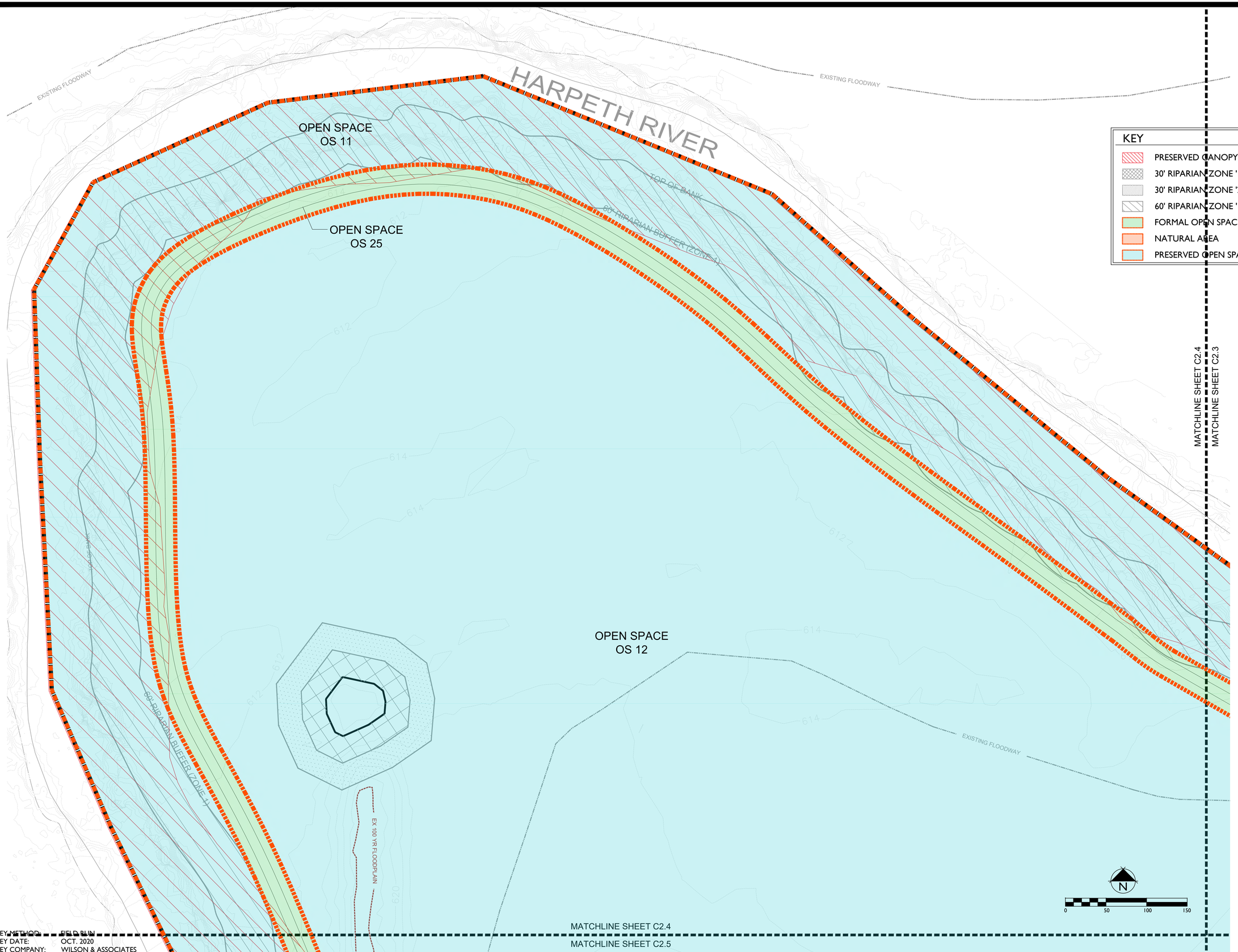
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TENNESSEE REGISTERED LANDSCAPE ARCHITECT
231

Revision Date

ENLARGED DEVELOPMENT PLAN

SHEET
C2.3

COF # 7478



SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

ISLAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED
LANDSCAPE ARCHITECT

Revision Date
△
△
△
△

ENLARGED DEVELOPMENT PLAN

SHEET
C2.4

COF # 7478

MATCHLINE SHEET C2.4

MATCHLINE SHEET C2.5

OPEN SPACE
OS 25

HARPETH RIVER

EX 100 YR FLOODPLAIN

EXISTING FLOODWAY

OPEN SPACE
OS 12

OPEN SPACE
OS 11

P.S.

DETENTION

BIORETENTION

KEY

- PRESERVED CANOPY
- 30' RIPARIAN ZONE 'I'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE 'I'
- FORMAL OPEN SPACE
- NATURAL AREA
- PRESERVED OPEN SPACE

MATCHLINE SHEET C2.5

MATCHLINE SHEET C2.6

167
168
169
170
171
172
173
174
175
178
179
180
181
182
183
184
185
186

COLA STREET TS-4-2
(50' R.O.W.)

0 50 100 150

MATCHLINE SHEET C2.5

MATCHLINE SHEET C2.10

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE REGISTERED LANDSCAPE ARCHITECT
2322

Revision Date

ENLARGED DEVELOPMENT PLAN

SHEET
C2.5

COF # 7478

MATCHLINE SHEET C2.3

MATCHLINE SHEET C2.6

MATCHLINE SHEET C2.5

MATCHLINE SHEET C2.6

OPEN SPACE OS 12

OPEN SPACE OS 13

OPEN SPACE OS 14

OPEN SPACE OS 22

OPEN SPACE OS 21

OPEN SPACE OS 20

BIORETENTION

LOCAL STREET TS-6 (52' ROW)

LOCAL STREET TS-5 (54' ROW)

ALLEY TS-7 MOD (22' ROW)

PROP. 100 YR FLOODPLAIN

EX 100 YR FLOODPLAIN

EXISTING FLOODWAY

113 112 111 110 109 108 120 114 115 116 117 118 119 106-107 121 122 123 124 125 126 127 128 129 130 131 144-145 143 142 141 140 139 138 137 136 135 134 132-133 146-147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 184 105 104 103 102 93-96 101 100 99 98 97 92 90 89 88 87 86 85 84 75 76 77 78 79 80 81 82 74 73 72 71 70 69 347 228-229 231 230 232 233 234 235 346 348 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226-227

MATCHLINE SHEET C2.6

MATCHLINE SHEET C2.9

MATCHLINE SHEET C2.6

MATCHLINE SHEET C2.7

KEY

- PRESERVED CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'
- FORMAL OPEN SPACE
- NATURAL AREA
- PRESERVED OPEN SPACE

N

0 50 100 150

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE REGISTERED LANDSCAPE ARCHITECT 2382 TENNESSEE

Revision Date

ENLARGED DEVELOPMENT PLAN

SHEET
C2.6

COF # 7478

MATCHLINE SHEET C2.2

MATCHLINE SHEET C2.7

MATCHLINE SHEET C2.6

MATCHLINE SHEET C2.7

MATCHLINE SHEET C2.7

MATCHLINE SHEET C2.8

PROP. 100 YR FLOODPLAIN

EX. 100 YR FLOODPLAIN

EXISTING FLOODWAY

OPEN SPACE
OS 2

MONTICELLO ROAD
(LOCAL STREET - 60' ROW)

HILLSBORO ROAD
(MAJOR ARTERIAL 104 - 120' ROW)

EXISTING FLOODWAY

OPEN SPACE
OS 3

EXISTING FLOODWAY

EX. 100 YR FLOODPLAIN

EX. 100 YR FLOODPLAIN

EX. 100 YR FLOODPLAIN

1-4

5-8

9-12

13-16

17-20

21-24

25-28

29-32

33-36

37-40

41-44

45 46 47 48 49 50

51 52 53 54 55 56

57-60

61-64

65-68

69 70 71 72 73 74

75 76 77 78 79 80 81 82 83

84 85 86 87 88 89 90

93-96

97 98 99 100

MEW TS-7
(26' ROW)

LOCAL STREET TS-6
(52' ROW)

ALLEY TS-7 MOD
(22' ROW)

OPEN SPACE
OS 23

OPEN SPACE
OS 24

OPEN SPACE
OS 25

OPEN SPACE
OS 4

OPEN SPACE
OS 7

BIORETENTION

DETENTION

100' RIPARIAN BUFFER (ZONE 1)

TOP OF BANK

KEY

- PRESERVED CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'
- FORMAL OPEN SPACE
- NATURAL AREA
- PRESERVED OPEN SPACE

N

0 50 100 150

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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Franklin, Williamson County, Tennessee

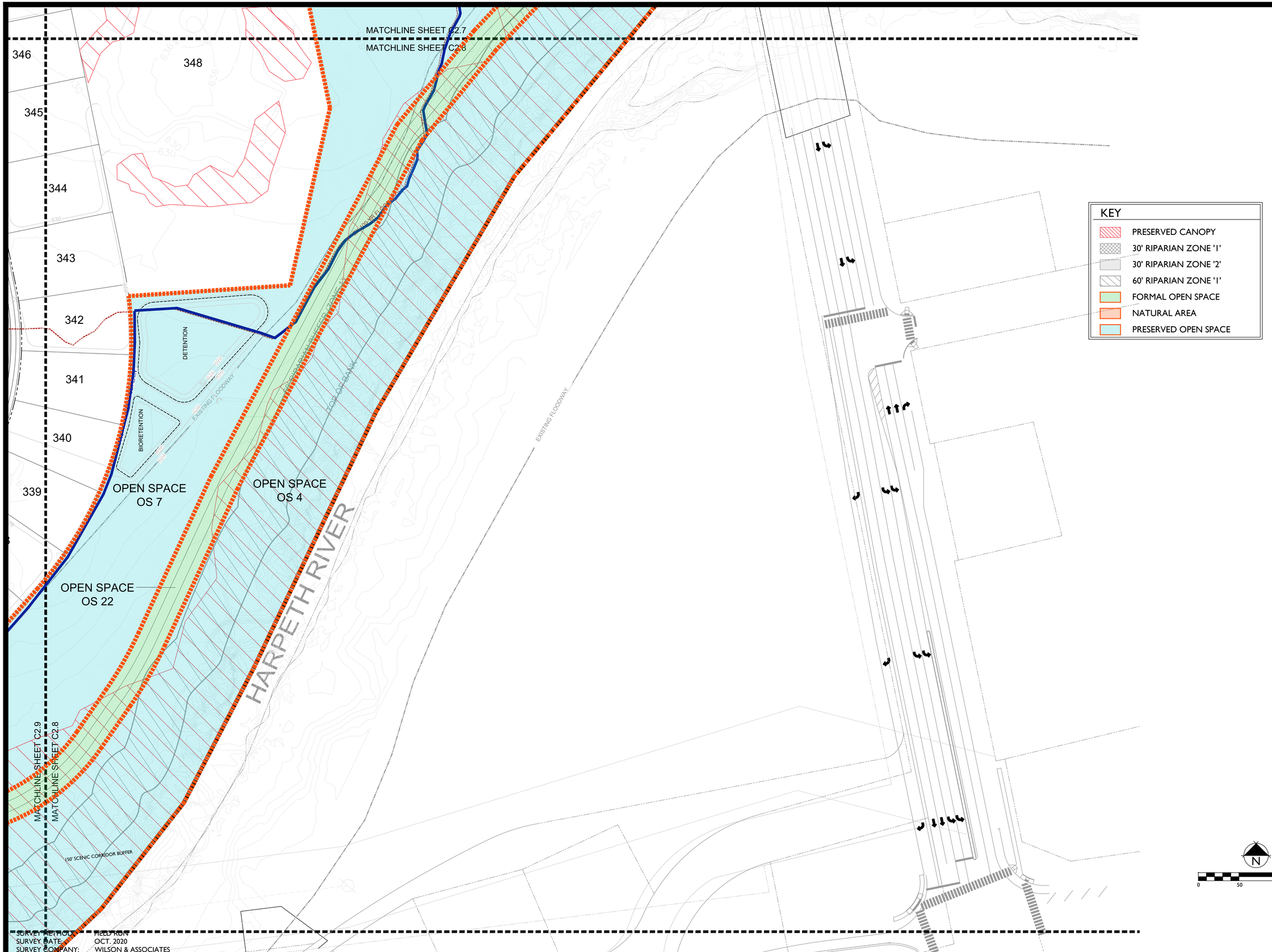
GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT
TENNESSEE
2322

Revision Date

ENLARGED DEVELOPMENT PLAN

SHEET
C2.7

COF # 7478



SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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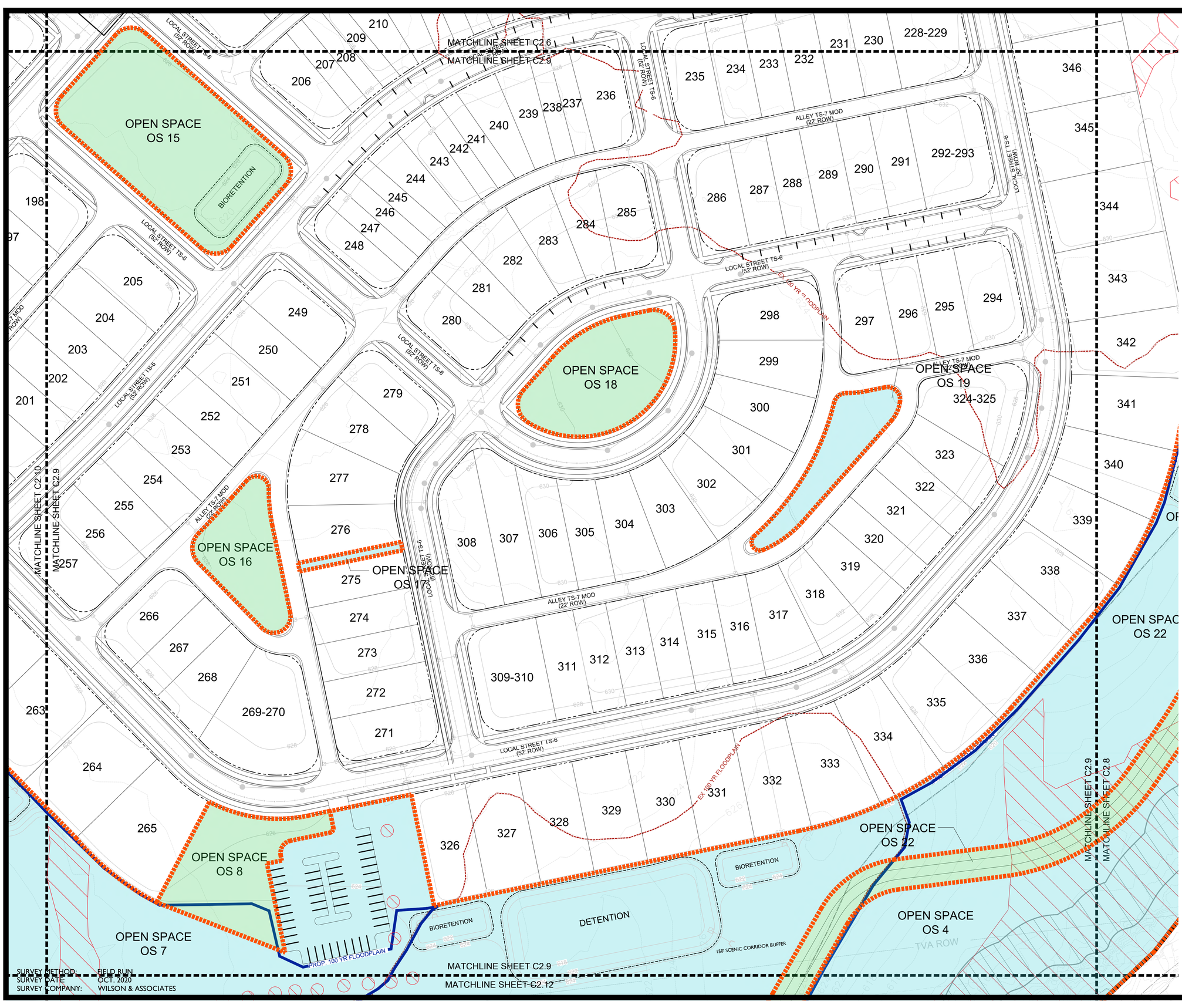
GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT
TENNESSEE
2112

Revision Date

ENLARGED DEVELOPMENT PLAN

SHEET
C2.8

COF # 7478



KEY

- PRESERVED CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'
- FORMAL OPEN SPACE
- NATURAL AREA
- PRESERVED OPEN SPACE

N

0 50 100 150

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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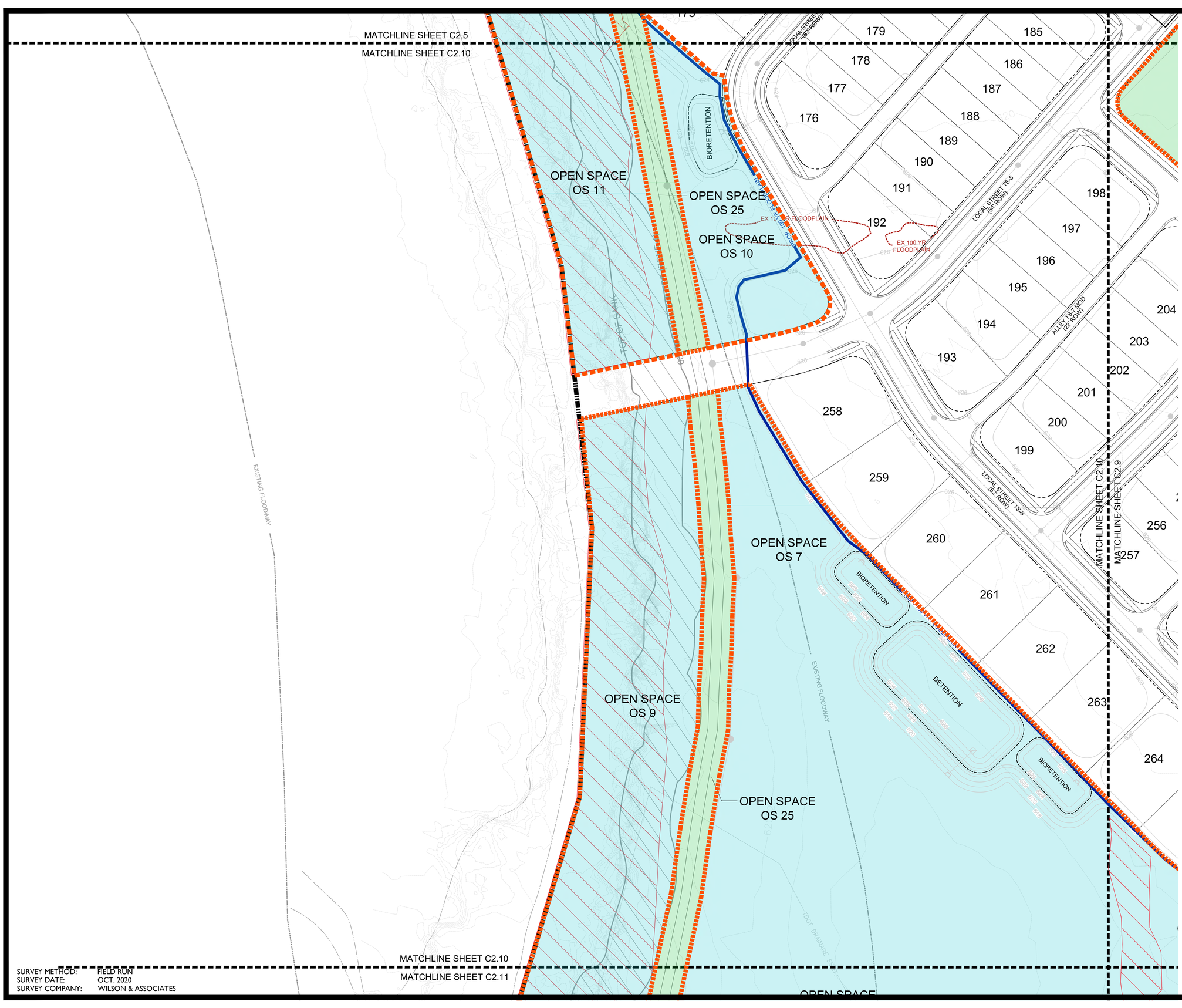
GREGORY C. GAMBLE REGISTERED LANDSCAPE ARCHITECT TENNESSEE 2322 OCT 2020

Revision Date

ENLARGED DEVELOPMENT PLAN

SHEET C2.9

COF # 7478



SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

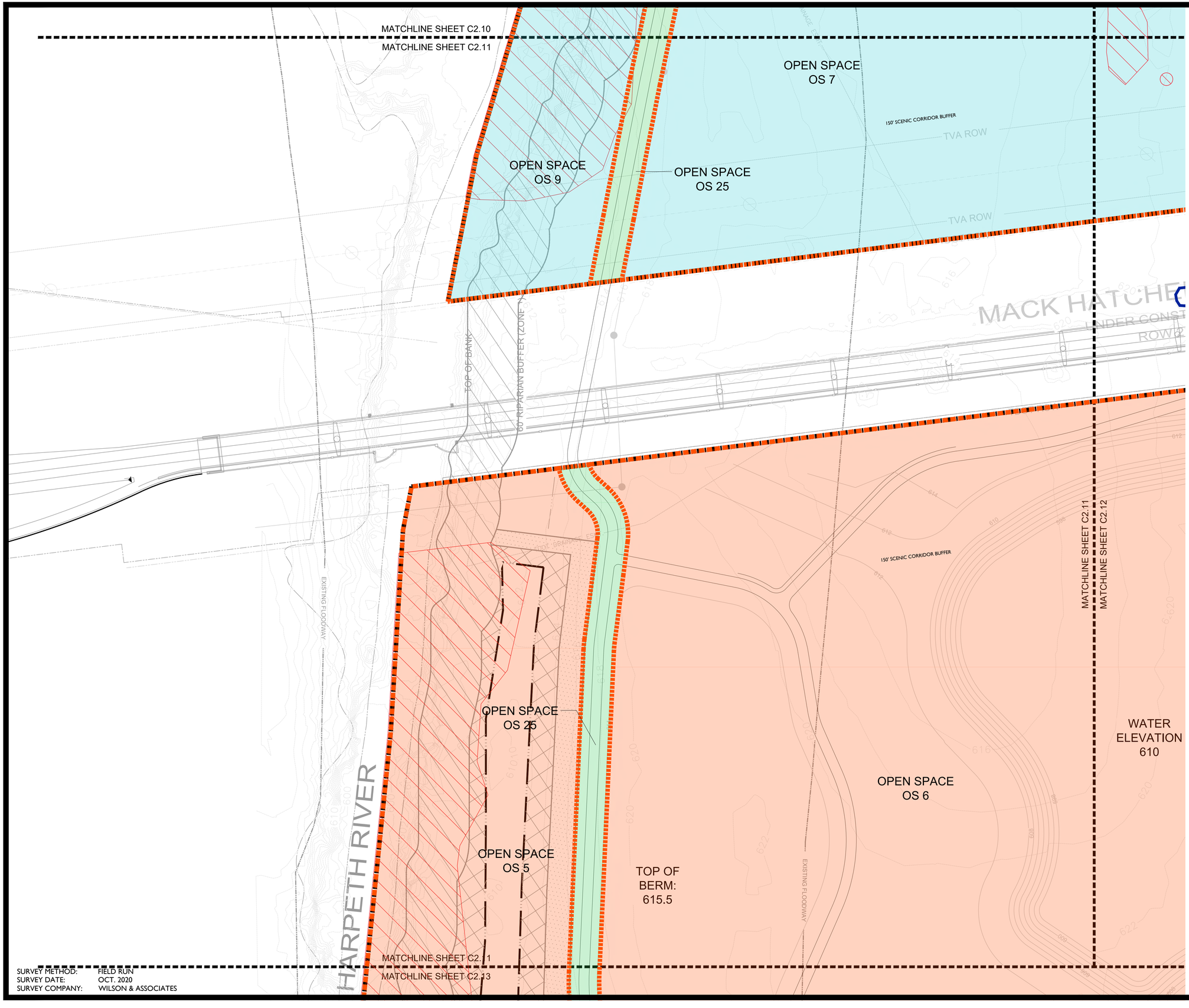
GREGORY O. GAMBLE REGISTERED LANDSCAPE ARCHITECT TENNESSEE 2112

Revision Date

ENLARGED DEVELOPMENT PLAN

SHEET
C2.10

COF # 7478



KEY

- PRESERVED CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'
- FORMAL OPEN SPACE
- NATURAL AREA
- PRESERVED OPEN SPACE

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED
LANDSCAPE ARCHITECT

Revision Date

ENLARGED DEVELOPMENT PLAN

SHEET
C2.11

COF # 7478

OS 7

MATCHLINE SHEET C2.9

MATCHLINE SHEET C2.12

PROP. 100 YR FLOODPLAIN

150' SCENIC CORRIDOR BUFFER

OPEN SPACE
OS 7

OPEN SPACE
OS 22

OPEN SPACE
OS 4

TVA ROW

EXISTING FLOODWAY

HATCHER PARKWAY
UNDER CONSTRUCTION
ROW 212'

OPEN SPACE
OS 25

MATCHLINE SHEET C2.11

MATCHLINE SHEET C2.12

150' SCENIC CORRIDOR BUFFER

OPEN SPACE
OS 6

OPEN SPACE
OS 5

WATER
ELEVATION
610

EX 100 YR FLOODPLAIN

EX 100 YR FLOODPLAIN

50' RIPARIAN BUFFER ZONE 1

TOP OF BANK

EXISTING FLOODWAY

RIVER

MATCHLINE SHEET C2.12

MATCHLINE SHEET C2.13

KEY

- PRESERVED CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'
- FORMAL OPEN SPACE
- NATURAL AREA
- PRESERVED OPEN SPACE

N

0 50 100 150

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT
TENNESSEE

Revision Date

ENLARGED DEVELOPMENT PLAN

SHEET
C2.12

COF # 7478

MATCHLINE SHEET C2.11
MATCHLINE SHEET C2.13

MATCHLINE SHEET C2.12
MATCHLINE SHEET C2.13

OPEN SPACE
OS 25

OPEN SPACE
OS 5

HARPETH RIVER

EX 100 YR FLOODPLAIN

100 YEAR FLOODPLAIN

EXISTING FLOODWAY

60' RIPARIAN BUFFER (ZONE 1)

TOP OF BANK

KEY

- PRESERVED CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'
- FORMAL OPEN SPACE
- NATURAL AREA
- PRESERVED OPEN SPACE

N

0 50 100 150

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

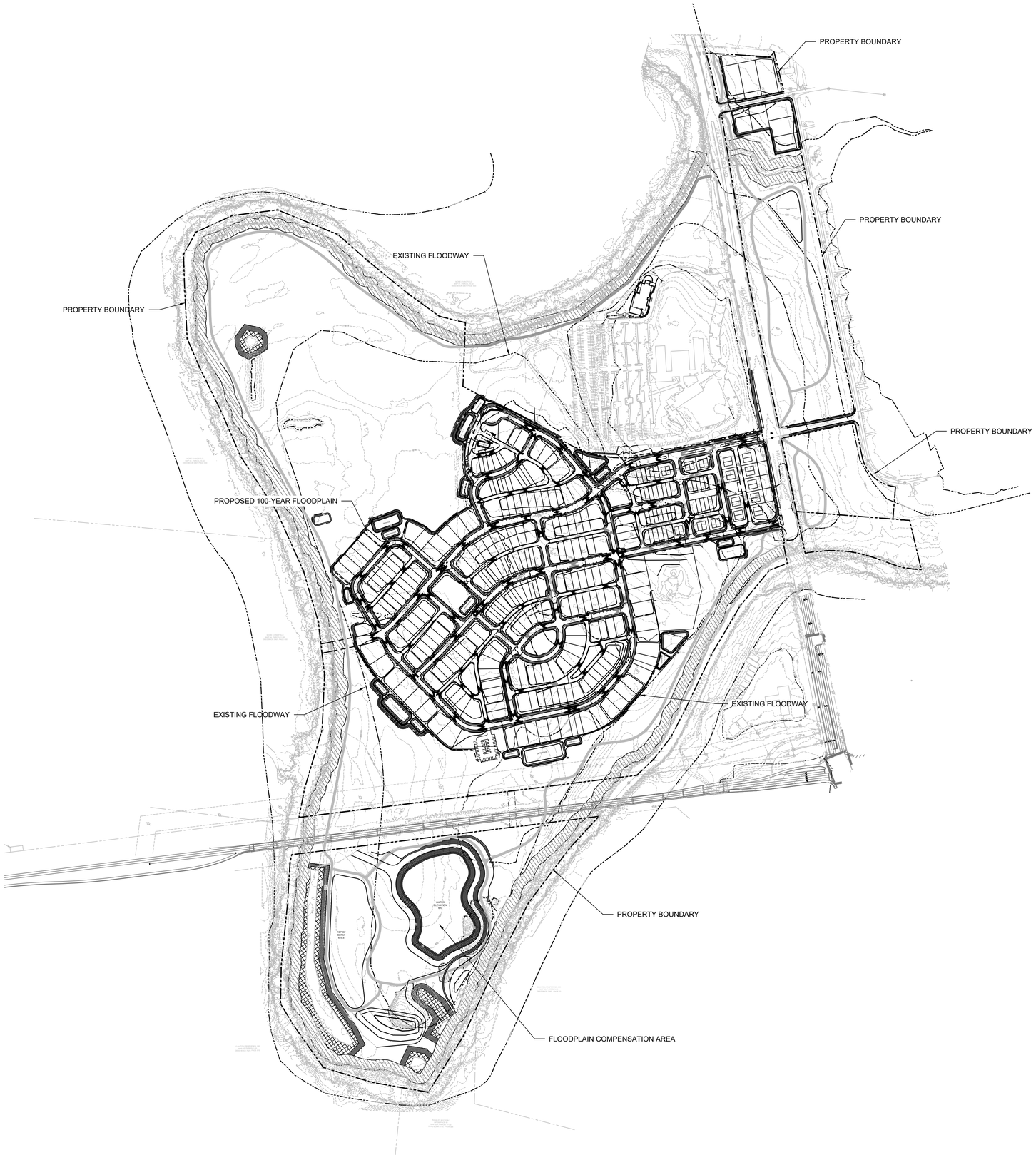
GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT
TENNESSEE
2322

Revision Date

ENLARGED DEVELOPMENT PLAN

SHEET
C2.13

COF # 7478



GRADING & DRAINAGE GENERAL NOTES

1. GRADING PERMIT IS REQUIRED FOR ANY PROJECT DISTURBING MORE THAN 10,000 SF, ADDING MORE THAN 5,000 SF OF IMPERVIOUS SURFACE OR FOR ANY SITE GRADING REQUIRING STOCKPILING OF MATERIAL.
2. THE DEVELOPER SHALL PROVIDE THE NECESSARY LABOR AND SUPERVISION REQUIRED TO SUPPORT FIELD TESTING BY THE INDEPENDENT TESTING FIRM AND INSPECTIONS BY CITY OFFICIALS AT NO COST TO THE CITY. TEST REPORTS OF FIELD TESTING IF APPLICABLE SHALL BE SUBMITTED DIRECTLY TO THE STREET DEPARTMENT. DEFECTS DISCLOSED BY TESTS SHALL BE RECTIFIED.
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POST-TREATMENT STORMWATER NARRATIVE
STORMWATER TO BE TREATED VIA A COMBINATION OF BIORETENTION AND DETENTION PONDS AND THEN RELEASED TO THE HARPETH RIVER.

STATEMENT OF IMPACT
POST-CONSTRUCTION STORMWATER WILL HAVE NO ADDITIONAL IMPACT ON THE SURROUNDING DRAINAGE BASINS. STORMWATER BMPS WILL BE USED TO MAINTAIN OR DECREASE EXISTING STORMWATER FLOWS.

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OVERALL GRADING & DRAINAGE DATA CHART

SITE AREA:	233.66 AC.
IMPERVIOUS AREA:	XX AC.
ONSITE DISTURBED AREA:	XX AC.
OFFSITE DISTURBED AREA:	XX AC.

SHEET KEY

		CX.1
CX.4	CX.3	CX.2
CX.5	CX.6	CX.7
CX.10	CX.9	CX.8
CX.11	CX.12	
CX.13		

811 Know what's below. Call before you dig.

GRAPHIC SCALE - 1 inch = 300 ft.
300 0 150 300 600

NORTH

KEVIN D. ERTEL
REGISTERED PROFESSIONAL ENGINEER
AGRICULTURE
COMMERCE
No. 106528
STATE OF TENNESSEE
2/3/2022

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

MAP 52, P/O PARCEL 7; MAP 52O/GROUP A/PARCEL 27; AND
MAP 63, PARCELS 2.00, 2.01 AND 2.02
1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

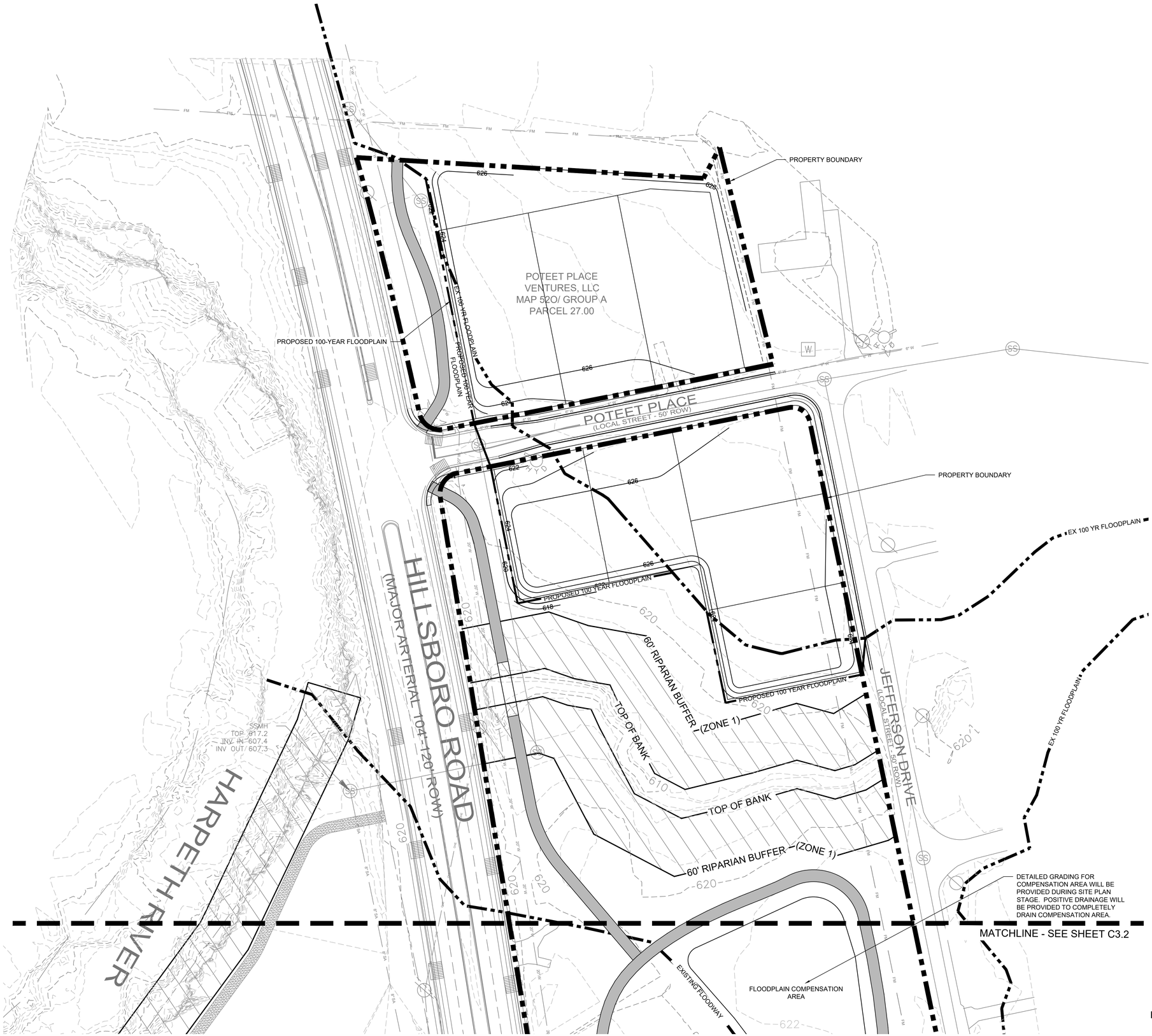
ISSUANCE/REVISION NOTES
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

OVERALL GRADING AND DRAINAGE PLAN

C3.0

LSC 19002



GRADING & DRAINAGE GENERAL NOTES

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OVERALL GRADING & DRAINAGE DATA CHART

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IMPERVIOUS AREA:	XX AC.
ONSITE DISTURBED AREA:	XX AC.
OFFSITE DISTURBED AREA:	XX AC.

SHEET KEY

		C3.1
C3.4	C3.3	C3.2
C3.5	C3.6	C3.7
C3.10	C3.9	C3.8
C3.11	C3.12	
C3.13		

Know what's below. Call before you dig.

NORTH

50 0 25 50 100

GRAPHIC SCALE - 1 inch = 50 ft.

KEVIN D. ERTEL
REGISTERED PROFESSIONAL ENGINEER
AGRICULTURE
COMMERCE
No. 106528
STATE OF TENNESSEE
2/3/2022

LSI LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

MAP 52, P/O PARCEL 7; MAP 52O/GROUP A/PARCEL 27; AND
MAP 63, PARCELS 2.00, 2.01 AND 2.02
1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

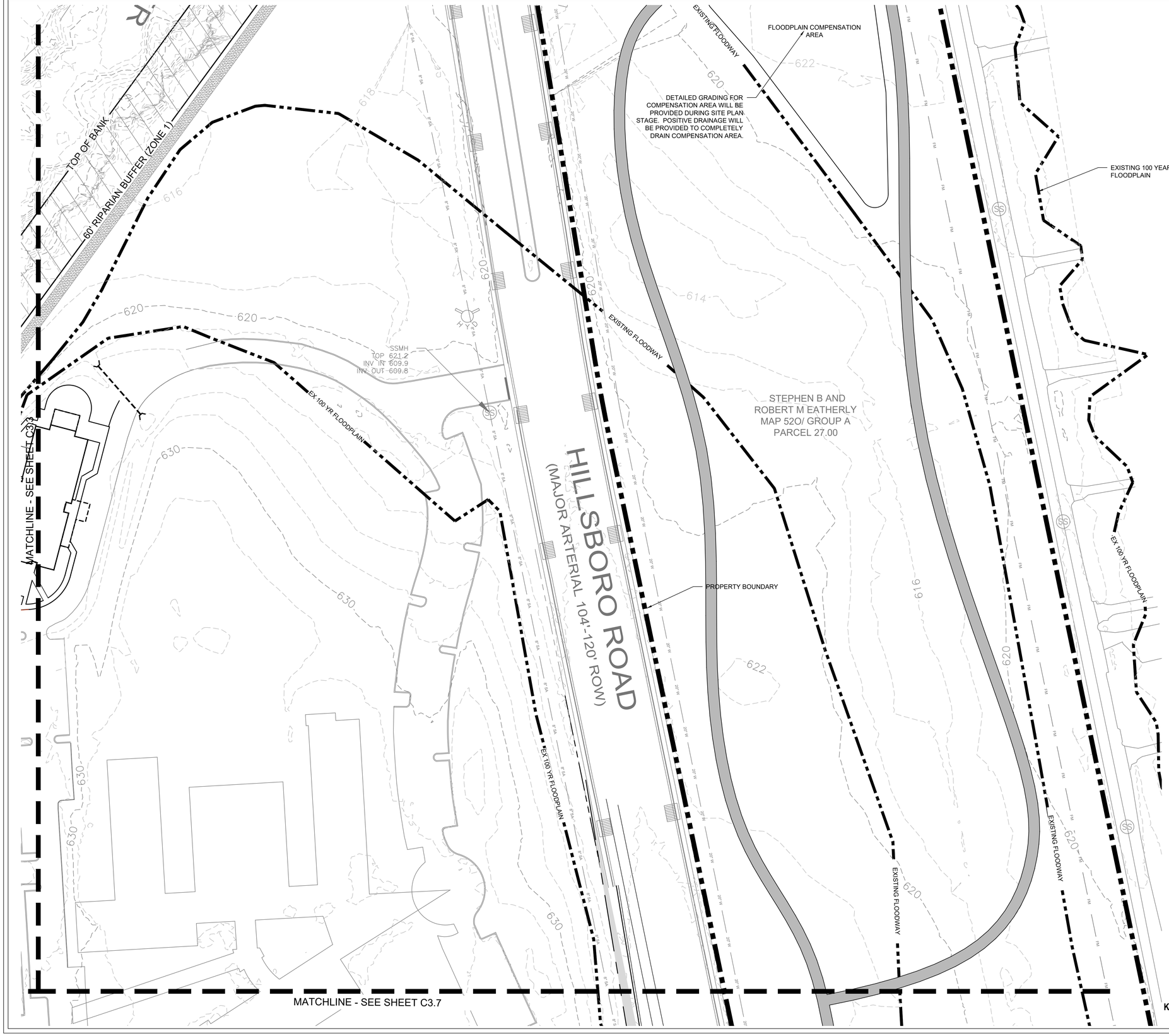
ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

GRADING AND DRAINAGE PLAN

C3.1

LSC 19002



GRADING & DRAINAGE GENERAL NOTES

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OVERALL GRADING & DRAINAGE DATA CHART

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OFFSITE DISTURBED AREA:	XX AC.

SHEET KEY

		C3.1
C3.4	C3.3	C3.2
C3.5	C3.6	C3.7
C3.10	C3.9	C3.8
C3.11	C3.12	
C3.13		

Know what's below. Call before you dig.

50 0 25 50 100
GRAPHIC SCALE - 1 inch = 50 ft.

NORTH

KEVIN D. EATHERLY
REGISTERED PROFESSIONAL ENGINEER
AGRICULTURE
COMMERCE
NO. 106528
STATE OF TENNESSEE
2/3/2022

LSI LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

MAP 52, P/O PARCEL 7; MAP 52O/GROUP A/PARCEL 27; AND
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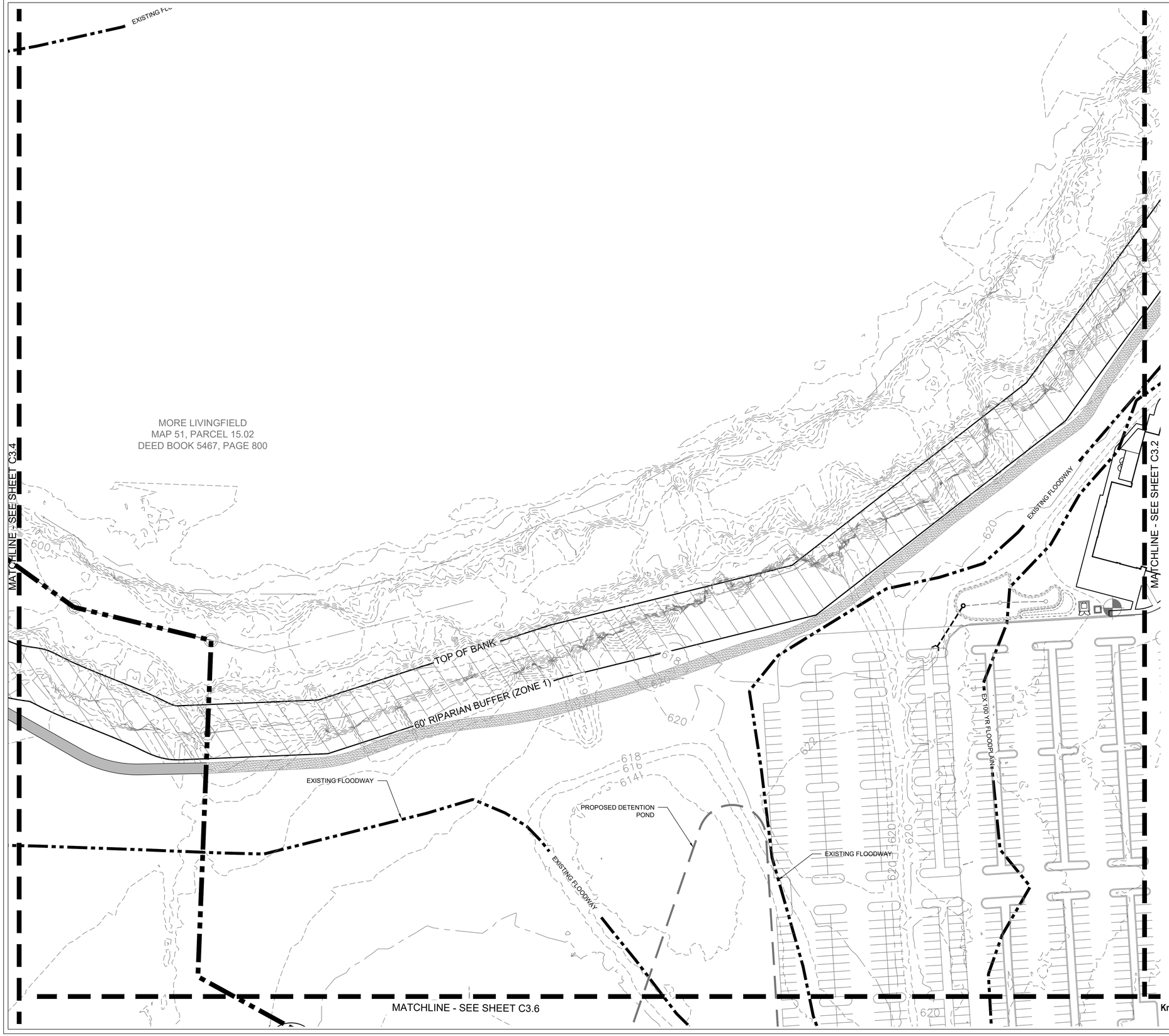
ISSUANCE/REVISION NOTES:
- PLAN DATED: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

GRADING AND DRAINAGE PLAN

C3.2

LSC 19002



GRADING & DRAINAGE GENERAL NOTES

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POST-TREATMENT STORMWATER NARRATIVE

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SHEET KEY

C3.1
C3.4 C3.3 C3.2
C3.5 C3.6 C3.7
C3.10 C3.9 C3.8
C3.11 C3.12
C3.13

Know what's below. Call before you dig.

50 0 25 50 100
GRAPHIC SCALE - 1 inch = 50 ft.

KEVIN D. ERTEL
REGISTERED PROFESSIONAL ENGINEER
AGRICULTURE
COMMERCE
No. 106528
STATE OF TENNESSEE
2/3/2022

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

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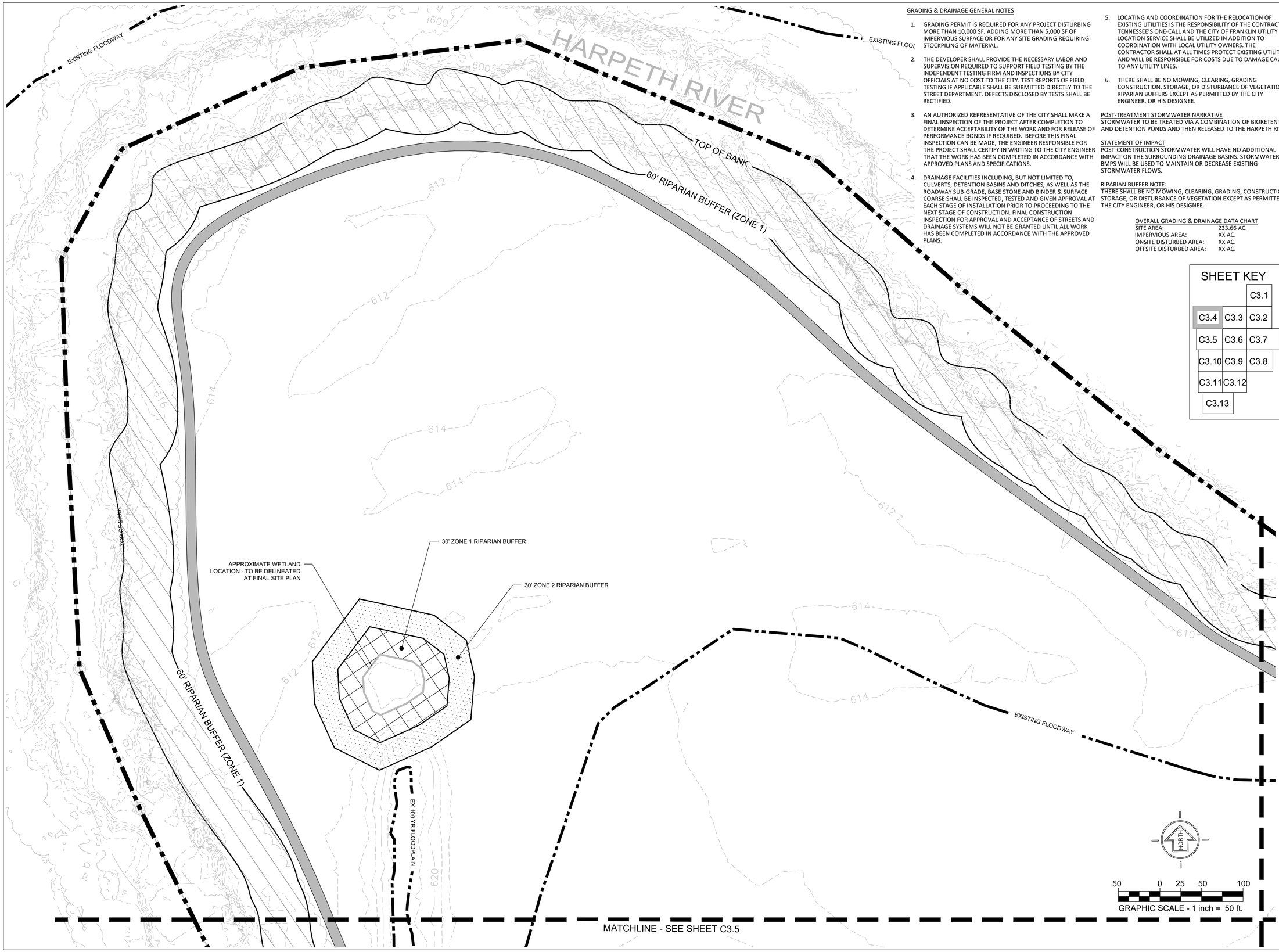
ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

GRADING AND DRAINAGE PLAN

C3.3

LSC 19002



GRADING & DRAINAGE GENERAL NOTES

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SHEET KEY

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C3.4	C3.3	C3.2
C3.5	C3.6	C3.7
C3.10	C3.9	C3.8
C3.11	C3.12	
C3.13		

KEVIN D. ERB
REGISTERED LANDSCAPE ARCHITECT
AGRICULTURE
COMMERCE
No. 106526
STATE OF TENNESSEE
2/3/2022

LS LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

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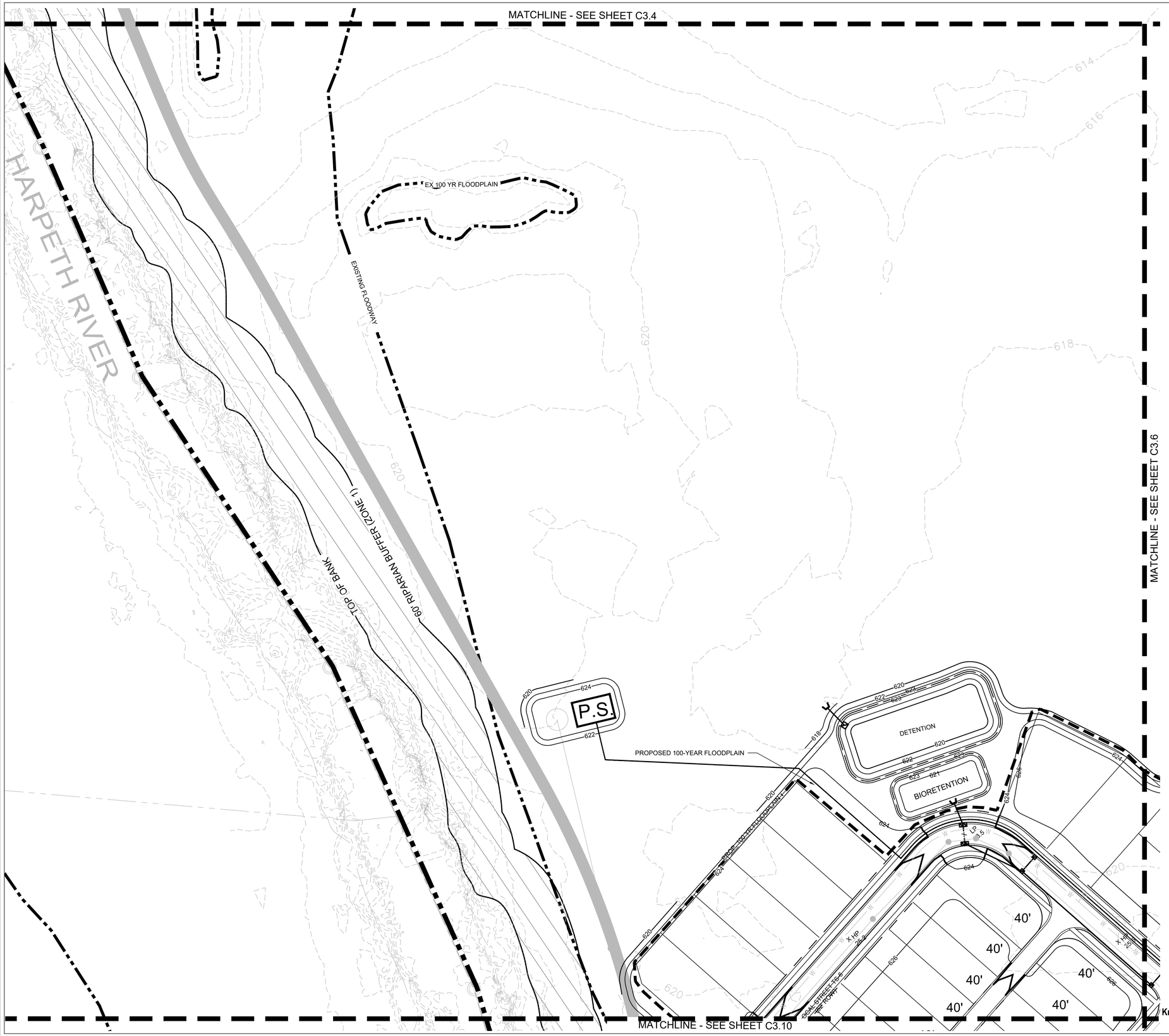
ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

GRADING AND DRAINAGE PLAN

C3.4

LSC 19002



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4. DRAINAGE FACILITIES INCLUDING, BUT NOT LIMITED TO, CULVERTS, DETENTION BASINS AND DITCHES, AS WELL AS THE ROADWAY SUB-GRADE, BASE STONE AND BINDER & SURFACE COARSE SHALL BE INSPECTED, TESTED AND GIVEN APPROVAL AT EACH STAGE OF INSTALLATION PRIOR TO PROCEEDING TO THE NEXT STAGE OF CONSTRUCTION. FINAL CONSTRUCTION INSPECTION FOR APPROVAL AND ACCEPTANCE OF STREETS AND DRAINAGE SYSTEMS WILL NOT BE GRANTED UNTIL ALL WORK HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS.
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6. THERE SHALL BE NO MOWING, CLEARING, GRADING CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.

POST-TREATMENT STORMWATER NARRATIVE

STORMWATER TO BE TREATED VIA A COMBINATION OF BIORETENTION AND DETENTION PONDS AND THEN RELEASED TO THE HARPETH RIVER.

STATEMENT OF IMPACT

POST-CONSTRUCTION STORMWATER WILL HAVE NO ADDITIONAL IMPACT ON THE SURROUNDING DRAINAGE BASINS. STORMWATER BMPS WILL BE USED TO MAINTAIN OR DECREASE EXISTING STORMWATER FLOWS.

RIPARIAN BUFFER NOTE:

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OVERALL GRADING & DRAINAGE DATA CHART

SITE AREA:	233.66 AC.
IMPERVIOUS AREA:	XX AC.
ONSITE DISTURBED AREA:	XX AC.
OFFSITE DISTURBED AREA:	XX AC.

SHEET KEY

		C3.1
C3.4	C3.3	C3.2
C3.5	C3.6	C3.7
C3.10	C3.9	C3.8
C3.11	C3.12	
C3.13		

Know what's below. Call before you dig.

50 0 25 50 100

GRAPHIC SCALE - 1 inch = 50 ft.

NORTH

KEVIN D. ERVIN
REGISTERED
AGRICULTURE
COMMERCE
NO. 106528
STATE OF TENNESSEE
2/3/2022

LSI LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

MAP 52, P/O PARCEL 7; MAP 52O/GROUP A/PARCEL 27; AND
MAP 63, PARCELS 2.00, 2.01 AND 2.02
1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:
- PLAN DATED: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

GRADING AND DRAINAGE PLAN

C3.5

LSC 19002

MATCHLINE - SEE SHEET C3.3

MATCHLINE - SEE SHEET C3.5

MATCHLINE - SEE SHEET C3.9

MATCHLINE - SEE SHEET C3.7

PROPOSED 100-YEAR FLOODPLAIN

EX 100 YR FLOODPLAIN

PROP 100-YR FLOODPLAIN

BIORETENTION

DETENTION

LOCAL STREET TS-6 (52' ROW)

LOCAL STREET TS-5 (52' ROW)

ALLEY TS-7 MOD (22' ROW)

ALLEY TS-7 MOD (22' ROW)

LOCAL STREET TS-6 (52' ROW)

ALLEY TS-7 MOD (22' ROW)

LOCAL STREET TS-5 (52' ROW)

ALLEY TS-7 MOD (22' ROW)

LOCAL STREET TS-6 (52' ROW)

CHRIST COMM... OF... MAP 2... DEED BOOK...

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OVERALL GRADING & DRAINAGE DATA CHART

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SHEET KEY

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C3.4	C3.3	C3.2
C3.5	C3.6	C3.7
C3.10	C3.9	C3.8
C3.11	C3.12	
C3.13		

Know what's below. Call before you dig.

50 0 25 50 100

GRAPHIC SCALE - 1 inch = 50 ft.

KEVIN D. ERTEL — REGISTERED PROFESSIONAL ENGINEER — AGRICULTURE — COMMERCE — NO. 106528 — STATE OF TENNESSEE

2/3/2022

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

MAP 52, P/O PARCEL 7; MAP 52O/GROUP A/PARCEL 27; AND
MAP 63, PARCELS 2.00, 2.01 AND 2.02
1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:

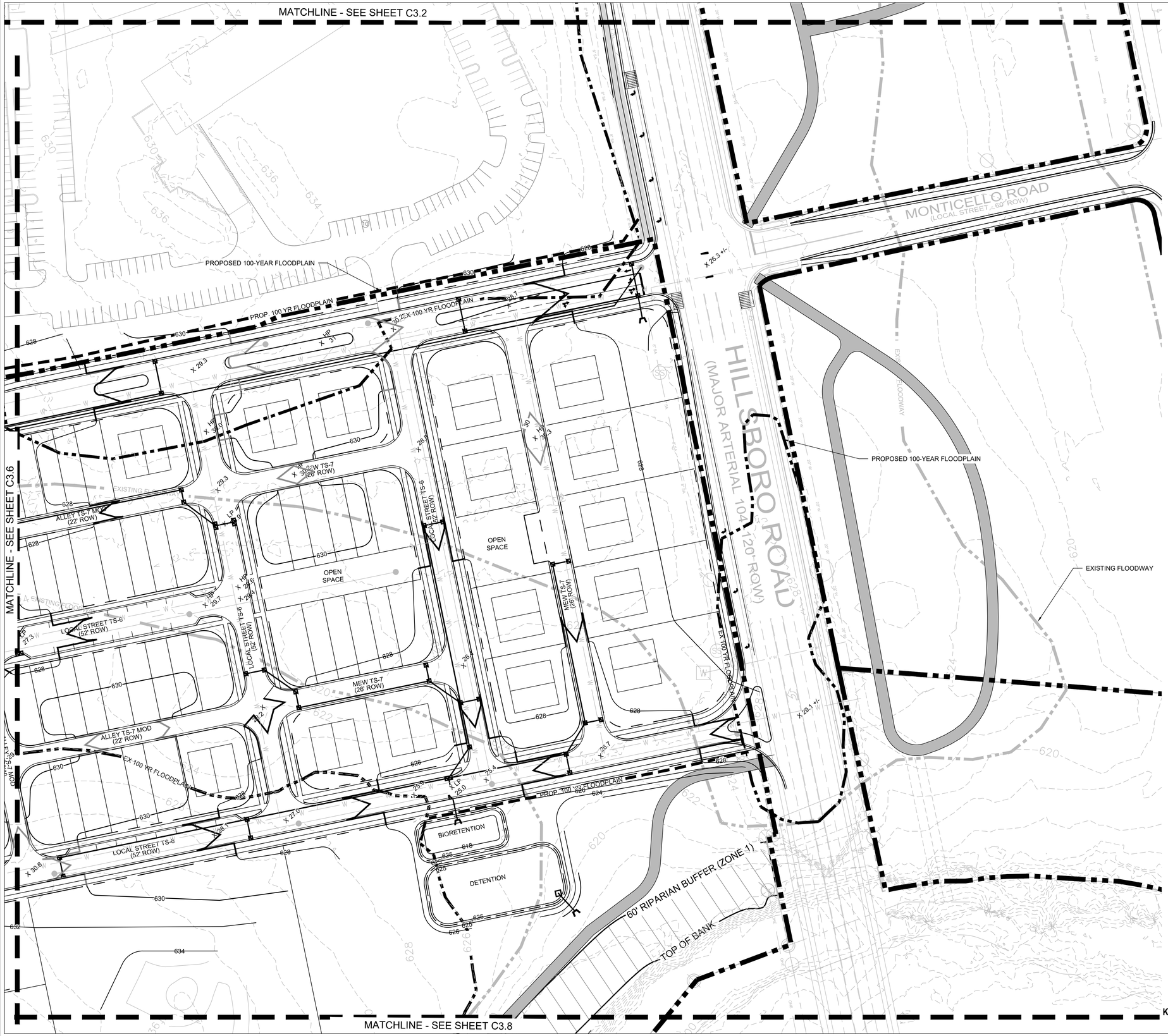
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

GRADING AND DRAINAGE PLAN

C3.6

LSC 19002



GRADING & DRAINAGE GENERAL NOTES

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SHEET KEY

		C3.1
C3.4	C3.3	C3.2
C3.5	C3.6	C3.7
C3.10	C3.9	C3.8
C3.11	C3.12	
C3.13		

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50 0 25 50 100

GRAPHIC SCALE - 1 inch = 50 ft.

KEVIN D. ELDER
REGISTERED
AGRICULTURE
STATE OF TENNESSEE
COMMERCE
NO. 106528
2/3/2022

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

MAP 52, P/O PARCEL 7; MAP 52O/GROUP A/PARCEL 27; AND
MAP 63, PARCELS 2.00, 2.01 AND 2.02
1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

- A NONE
- B NONE
- C NONE
- D NONE

GRADING AND DRAINAGE PLAN

C3.7

LSC 19002



GRADING & DRAINAGE GENERAL NOTES

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SHEET KEY

		C3.1
C3.4	C3.3	C3.2
C3.5	C3.6	C3.7
C3.10	C3.9	C3.8
C3.11	C3.12	
C3.13		

Know what's below. Call before you dig.

NORTH

50 0 25 50 100

GRAPHIC SCALE - 1 inch = 50 ft.

KEVIN D. ERTEL
REGISTERED
AGRICULTURE
COMMERCE
NO. 106528
STATE OF TENNESSEE
2/3/2022

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

MAP 52, P/O PARCEL 7; MAP 52O/GROUP A/PARCEL 27; AND
MAP 63, PARCELS 2.00, 2.01 AND 2.02
1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

GRADING AND DRAINAGE PLAN

C3.8

LSC 19002



GRADING & DRAINAGE GENERAL NOTES

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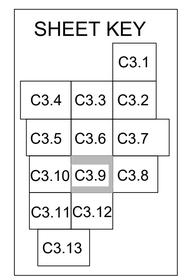
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SHEET KEY



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50 0 25 50 100

GRAPHIC SCALE - 1 inch = 50 ft.

KEVIN D. ERTEL
REGISTERED
AGRICULTURE
COMMERCE
NO. 106528
STATE OF TENNESSEE
2/3/2022

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

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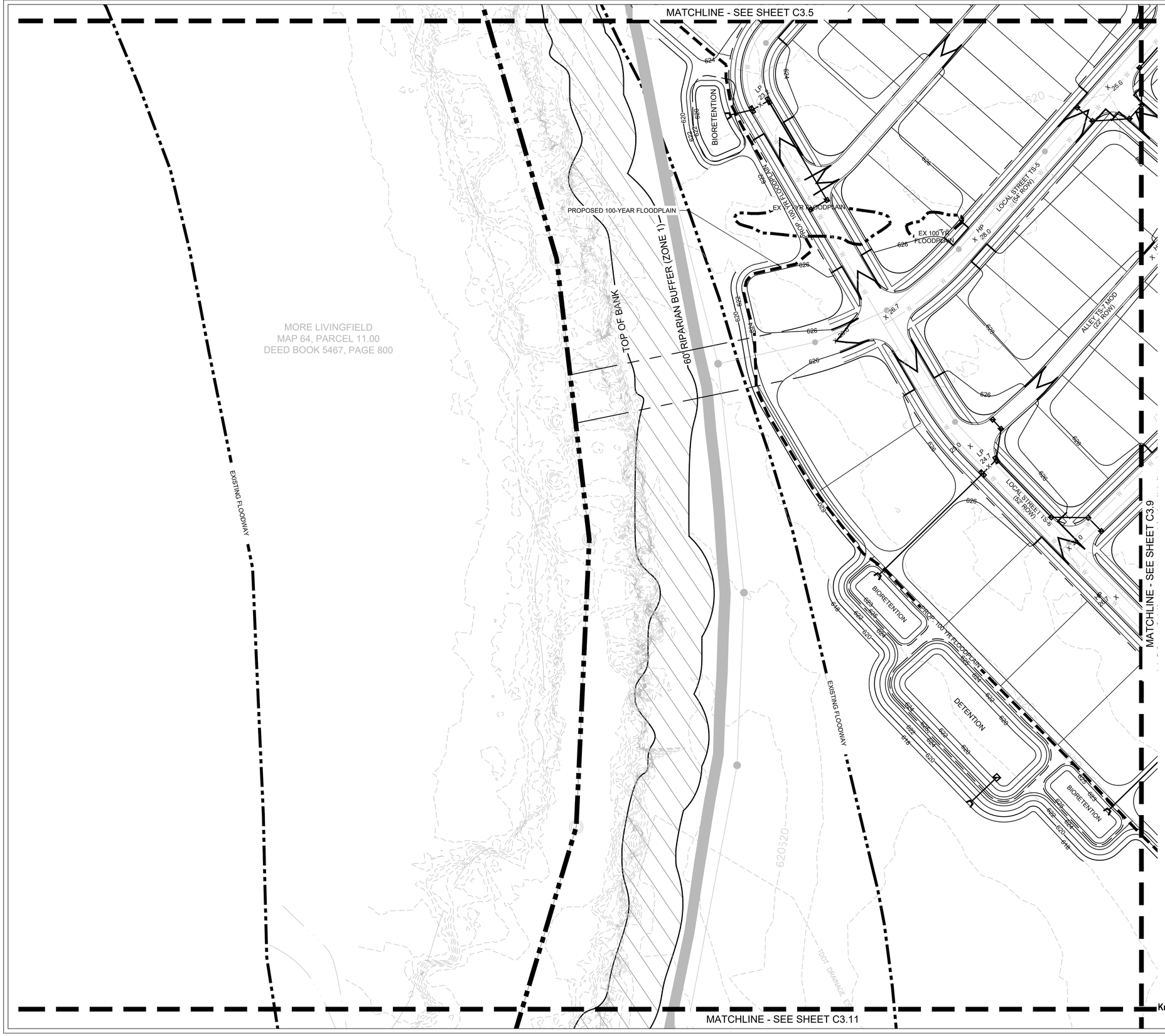
ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

GRADING AND DRAINAGE PLAN

C3.9

LSC 19002



GRADING & DRAINAGE GENERAL NOTES

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KEVIN D. ERTEL
REGISTERED
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COMMERCE
NO. 106525
STATE OF TENNESSEE
2/3/2022

LSI LAND SOLUTIONS
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MAP 63, PARCELS 2.00, 2.01 AND 2.02
1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

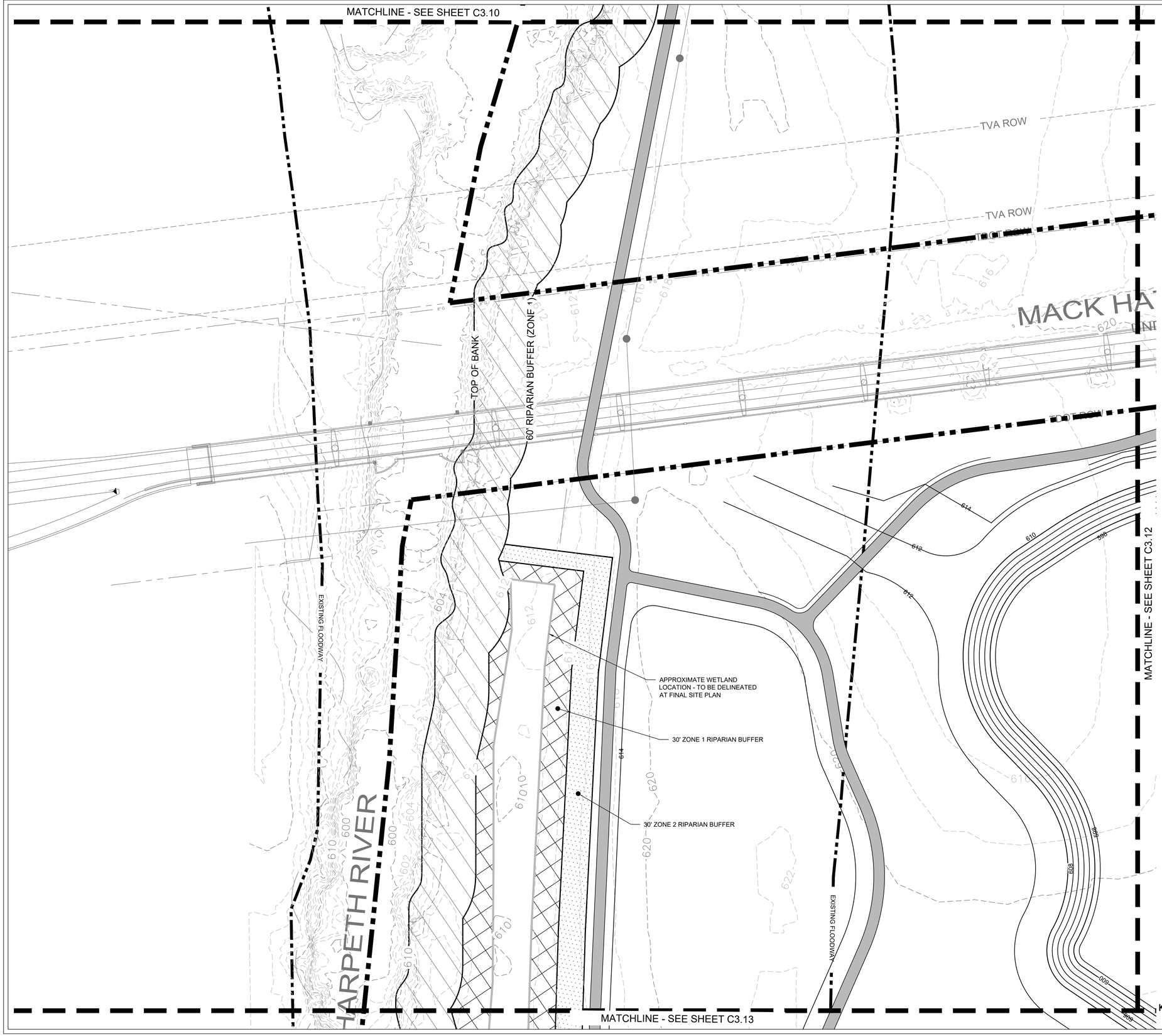
ISSUANCE/REVISION NOTES:
- PLAN DATED FEBRUARY 3, 2022

A	NONE
B	NONE
C	NONE
D	NONE

GRADING AND DRAINAGE PLAN

C3.10

LSC 19002



GRADING & DRAINAGE GENERAL NOTES

1. GRADING PERMIT IS REQUIRED FOR ANY PROJECT DISTURBING MORE THAN 10,000 SF, ADDING MORE THAN 5,000 SF OF IMPERVIOUS SURFACE OR FOR ANY SITE GRADING REQUIRING STOCKPILING OF MATERIAL.
2. THE DEVELOPER SHALL PROVIDE THE NECESSARY LABOR AND SUPERVISION REQUIRED TO SUPPORT FIELD TESTING BY THE INDEPENDENT TESTING FIRM AND INSPECTIONS BY CITY OFFICIALS AT NO COST TO THE CITY. TEST REPORTS OF FIELD TESTING IF APPLICABLE SHALL BE SUBMITTED DIRECTLY TO THE STREET DEPARTMENT. DEFECTS DISCLOSED BY TESTS SHALL BE RECTIFIED.
3. AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
4. DRAINAGE FACILITIES INCLUDING, BUT NOT LIMITED TO, CULVERTS, DETENTION BASINS AND DITCHES, AS WELL AS THE ROADWAY SUB-GRADE, BASE STONE AND BINDER & SURFACE COARSE SHALL BE INSPECTED, TESTED AND GIVEN APPROVAL AT EACH STAGE OF INSTALLATION PRIOR TO PROCEEDING TO THE NEXT STAGE OF CONSTRUCTION. FINAL CONSTRUCTION INSPECTION FOR APPROVAL AND ACCEPTANCE OF STREETS AND DRAINAGE SYSTEMS WILL NOT BE GRANTED UNTIL ALL WORK HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS.
5. LOCATING AND COORDINATION FOR THE RELOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. TENNESSEE'S ONE-CALL AND THE CITY OF FRANKLIN UTILITY LOCATION SERVICE SHALL BE UTILIZED IN ADDITION TO COORDINATION WITH LOCAL UTILITY OWNERS. THE CONTRACTOR SHALL AT ALL TIMES PROTECT EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR COSTS DUE TO DAMAGE CAUSED TO ANY UTILITY LINES.
6. THERE SHALL BE NO MOWING, CLEARING, GRADING CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.

POST-TREATMENT STORMWATER NARRATIVE
STORMWATER TO BE TREATED VIA A COMBINATION OF BIORETENTION AND DETENTION PONDS AND THEN RELEASED TO THE HARPETH RIVER.

STATEMENT OF IMPACT
POST-CONSTRUCTION STORMWATER WILL HAVE NO ADDITIONAL IMPACT ON THE SURROUNDING DRAINAGE BASINS. STORMWATER BMPS WILL BE USED TO MAINTAIN OR DECREASE EXISTING STORMWATER FLOWS.

RIPARIAN BUFFER NOTE:
THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.

OVERALL GRADING & DRAINAGE DATA CHART

SITE AREA:	233.66 AC.
IMPERVIOUS AREA:	XX AC.
ONSITE DISTURBED AREA:	XX AC.
OFFSITE DISTURBED AREA:	XX AC.

SHEET KEY

		C3.1
C3.4	C3.3	C3.2
C3.5	C3.6	C3.7
C3.10	C3.9	C3.8
C3.11	C3.12	
C3.13		

Know what's below. Call before you dig.

NORTH

50 0 25 50 100
GRAPHIC SCALE - 1 inch = 50 ft.

KEVIN D. ERTEL
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 106525
STATE OF TENNESSEE
2/3/2022

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478
MAP 52, P/O PARCEL 7; MAP 52O/GROUP A/PARCEL 27; AND
MAP 63, PARCELS 2.00, 2.01 AND 2.02
1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

GRADING AND DRAINAGE PLAN

C3.11

LSC 19002

MATCHLINE - SEE SHEET C3.9

MATCHLINE - SEE SHEET C3.11

MATCHLINE - SEE SHEET C3.13

PROP. 100 YR FLOODPLAIN

EX 100 YR FLOODPLAIN

EXISTING FLOODWAY

TVA ROW

HATCHER PARKWAY
UNDER CONSTRUCTION
ROW 212'

60' RIPARIAN BUFFER (ZONE 1)

TOP OF BANK

HARPETH RIVER

620 612 610 624 626 628 630 622 640 650 598 602

GRADING & DRAINAGE GENERAL NOTES

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POST-TREATMENT STORMWATER NARRATIVE
STORMWATER TO BE TREATED VIA A COMBINATION OF BIORETENTION AND DETENTION PONDS AND THEN RELEASED TO THE HARPETH RIVER.

STATEMENT OF IMPACT
POST-CONSTRUCTION STORMWATER WILL HAVE NO ADDITIONAL IMPACT ON THE SURROUNDING DRAINAGE BASINS. STORMWATER BMPS WILL BE USED TO MAINTAIN OR DECREASE EXISTING STORMWATER FLOWS.

RIPARIAN BUFFER NOTE:
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OVERALL GRADING & DRAINAGE DATA CHART

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IMPERVIOUS AREA:	XX AC.
ONSITE DISTURBED AREA:	XX AC.
OFFSITE DISTURBED AREA:	XX AC.

SHEET KEY

C3.1
C3.4 C3.3 C3.2
C3.5 C3.6 C3.7
C3.10 C3.9 C3.8
C3.11 C3.12
C3.13

Know what's below. Call before you dig.

NORTH

50 0 25 50 100
GRAPHIC SCALE - 1 inch = 50 ft.

KEVIN D. ERTEL
REGISTERED
AGRICULTURE
COMMERCE
NO. 106525
STATE OF TENNESSEE
2/3/2022

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

MAP 52, P/O PARCEL 7; MAP 52O/GROUP A/PARCEL 27; AND
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FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

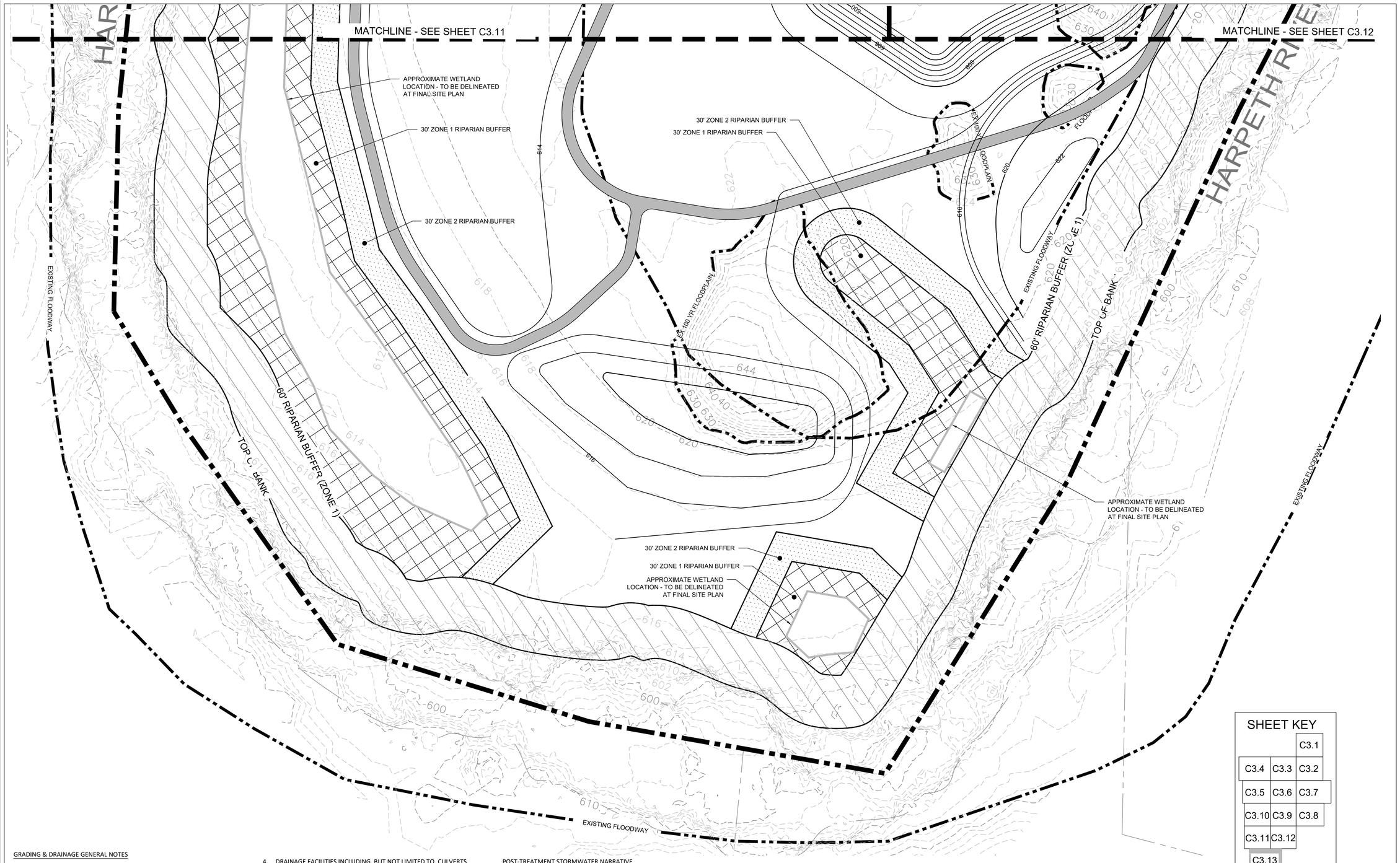
ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

GRADING AND DRAINAGE PLAN

C3.12

LSC 19002



GRADING & DRAINAGE GENERAL NOTES

1. GRADING PERMIT IS REQUIRED FOR ANY PROJECT DISTURBING MORE THAN 10,000 SF, ADDING MORE THAN 5,000 SF OF IMPERVIOUS SURFACE OR FOR ANY SITE GRADING REQUIRING STOCKPILING OF MATERIAL.
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OVERALL GRADING & DRAINAGE DATA CHART

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IMPERVIOUS AREA:	XX AC.
ONSITE DISTURBED AREA:	XX AC.
OFFSITE DISTURBED AREA:	XX AC.

SHEET KEY

		C3.1
C3.4	C3.3	C3.2
C3.5	C3.6	C3.7
C3.10	C3.9	C3.8
C3.11	C3.12	
C3.13		

Know what's below. Call before you dig.

NORTH

50 0 25 50 100

GRAPHIC SCALE - 1 inch = 50 ft.

KEVIN D. ERTEL — REGISTERED LANDSCAPE ARCHITECT — AGRICULTURE — COMMERCE — No. 106528 — STATE OF TENNESSEE

2/3/2022

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

MAP 52, P/O PARCEL 7; MAP 520/GROUP A/PARCEL 27; AND
MAP 63, PARCELS 2.00, 2.01 AND 2.02
1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:
- PLAN DATED: FEBRUARY 3, 2022

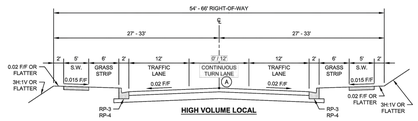
A NONE
B NONE
C NONE
D NONE

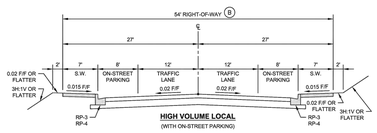
GRADING AND DRAINAGE PLAN

C3.13

LSC 19002

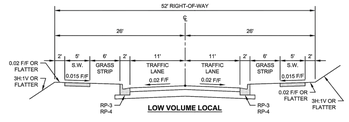

PROPERTY BOUNDARY
PROPERTY BOUNDARY
HARPETH RIVER
HARPETH RIVER
HARPETH RIVER

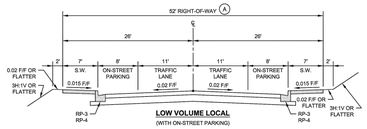




DESIGN NOTES
(A) CONSTRUCT CONTINUOUS TURN LANE (3-LANE SECTION) WHERE REQUIRED BY CITY ENGINEER
(B) ADDITIONAL RIGHT-OF-WAY OR PUBLIC ACCESS EASEMENT WIDTH SHALL BE PROVIDED AS NEEDED TO ACCOMMODATE ACCESSIBLE ON-STREET PARKING.

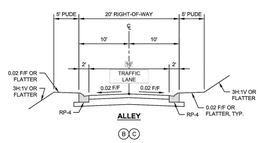
HIGH VOLUME LOCAL STREET SECTIONS		DWG. NO.
CITY OF FRANKLIN	CITY ENGINEER:	DATE: 7/1/2021
NOT TO SCALE		TS-5

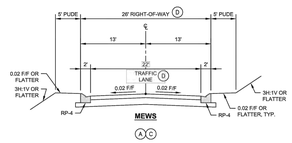




DESIGN NOTES
(A) ADDITIONAL RIGHT-OF-WAY OR PUBLIC ACCESS EASEMENT WIDTH SHALL BE PROVIDED AS NEEDED TO ACCOMMODATE ACCESSIBLE ON-STREET PARKING.

LOW VOLUME LOCAL STREET SECTIONS		DWG. NO.
CITY OF FRANKLIN	CITY ENGINEER:	DATE: 7/1/2021
NOT TO SCALE		TS-6



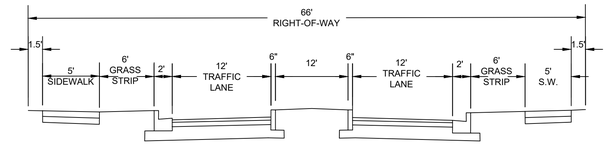


GENERAL NOTES
1. UTILITY SEPARATIONS SHALL MEET WATER MANAGEMENT DEPARTMENT GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS.
2. 'PUDE' DENOTES A PUBLIC UTILITY AND DRAINAGE EASEMENT

SIGNAGE:		
	ALLEY	MEWS
NO PARKING SIGNS (EACH SIDE)	YES	YES
STOP SIGN AT INTERSECTION	NO	YES
STREET NAME SIGN AT INTERSECTION	NO	YES

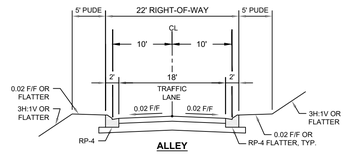
DESIGN NOTES
(A) NO UTILITIES OTHER THAN STORM, WATER, AND SANITARY SEWER PERMITTED WITHIN MEWS R.O.W.
(B) NO UTILITIES OTHER THAN STORM AND EITHER WATER OR SANITARY SEWER PERMITTED WITHIN ALLEY R.O.W.
(C) MAXIMUM SANITARY SEWER DEPTH WITHIN MEWS AND ALLEY R.O.W. MAY BE LIMITED BASED ON SURROUNDING CONDITIONS. COORDINATE WITH WATER MANAGEMENT DEPARTMENT.
(D) WHERE AN APPROVED AUTOMATIC SPRINKLER SYSTEM IS PROVIDED TO ALL HOMES SERVED BY THE MEWS, THE MEWS TRAFFIC LANE MAY BE REDUCED TO 18 FEET AND MEWS ROW MAY BE REDUCED TO 22 FEET.

ALLEY AND MEWS SECTIONS		DWG. NO.
CITY OF FRANKLIN	CITY ENGINEER:	DATE: 7/1/2021
NOT TO SCALE		TS-7



BOULEVARD STREET WITHOUT STREET PARKING (66' ROW)

N.T.S.



MODIFIED ALLEY SECTION (TS-7)

N.T.S.

Know what's below. Call before you dig.

KEVIN D. BRIDGES
LICENSED LANDSCAPE ARCHITECT
DEPARTMENT OF AGRICULTURE
COMMERCE
No. 105526
STATE OF TENNESSEE
2/3/2022

LS LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

MAP 52, P/O PARCEL 7; MAP 520/GROUP A/PARCEL 27; AND
MAP 63, PARCELS 2.00, 2.01 AND 2.02
1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

ROADWAY TYPICAL SECTIONS

C4.1

LSC 19002

MATCHLINE - SEE SHEET C4.4

HARPETH RIVER

TOP OF BANK

60' RIPARIAN BUFFER (ZONE 1)

PROP. 100 YR FLOODPLAIN

LOCAL STREET TS-6 (52' ROW)

MATCHLINE - SEE SHEET C4.6

MATCHLINE - SEE SHEET C4.10

APPARATUS SPECIFICATIONS

NUMBER OF FRONT AXLES 1
FRONT TRACK WIDTH = 8
WHEELS ON EACH FRONT AXLE = 2
NUMBER OF REAR AXLES = 2
REAR TRACK WIDTH = 8
WHEEL BASE = 21.316
(FRONT AXLE TO FRONT REAR AXLE)
REAR AXLE SPACING = 4.417
BODY LENGTH = 50.0417
WIDTH = 8.333
REAR OVERHANG = 22.1424
BODY STYLE = FIRE TRUCK
TURNING RADIUS WALL TO WALL = 42
MINIMUM DESIGN SPEED = 5 MPH

SHEET KEY

C4.5	C4.6	C4.7
C4.10	C4.9	

Know what's below. Call before you dig.

50 0 25 50 100
GRAPHIC SCALE - 1 inch = 50 ft.

NORTH

KEVIN D. ERTEL
REGISTERED LANDSCAPE ARCHITECT
AGRICULTURE
COMMERCE
No. 106528
STATE OF TENNESSEE
2/3/2022

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

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FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

AUTOTURN PLAN

C4.5

LSC 19002

MATCHLINE - SEE SHEET C4.4

HARPETH RIVER

TOP OF BANK

60' RIPARIAN BUFFER (ZONE 1)

60' RIPARIAN BUFFER (ZONE 2)

MATCHLINE - SEE SHEET C4.6

MATCHLINE - SEE SHEET C4.10

LOCAL STREET TS-6
(62' ROW)

40'

40'

40'

40'

40'

APPARATUS SPECIFICATIONS

NUMBER OF FRONT AXLES 1
FRONT TRACK WIDTH = 8.375
WHEELS ON EACH FRONT AXLE = 2
NUMBER OF REAR AXLES = 2
REAR TRACK WIDTH = 8.375
WHEEL BASE = 15.833
(FRONT AXLE TO FRONT REAR AXLE)
REAR AXLE SPACING = 4.167
BODY LENGTH = 28.333
WIDTH = 8.375
BODY STYLE = SIDE-LOADER REFUSE TRUCK
TURNING RADIUS WALL TO WALL = 45.7
MINIMUM DESIGN SPEED = 5 MPH

SHEET KEY

C4.5	C4.6	C4.7
C4.10	C4.9	

Know what's below. Call before you dig.

NORTH

50 0 25 50 100

GRAPHIC SCALE - 1 inch = 50 ft.

KEVIN D. ERTEL
REGISTERED LANDSCAPE ARCHITECT
AGRICULTURE
COMMERCE
No. 106528
STATE OF TENNESSEE

2/3/2022

LSI LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

MAP 52, P/O PARCEL 7; MAP 52O/GROUP A/PARCEL 27; AND
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FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

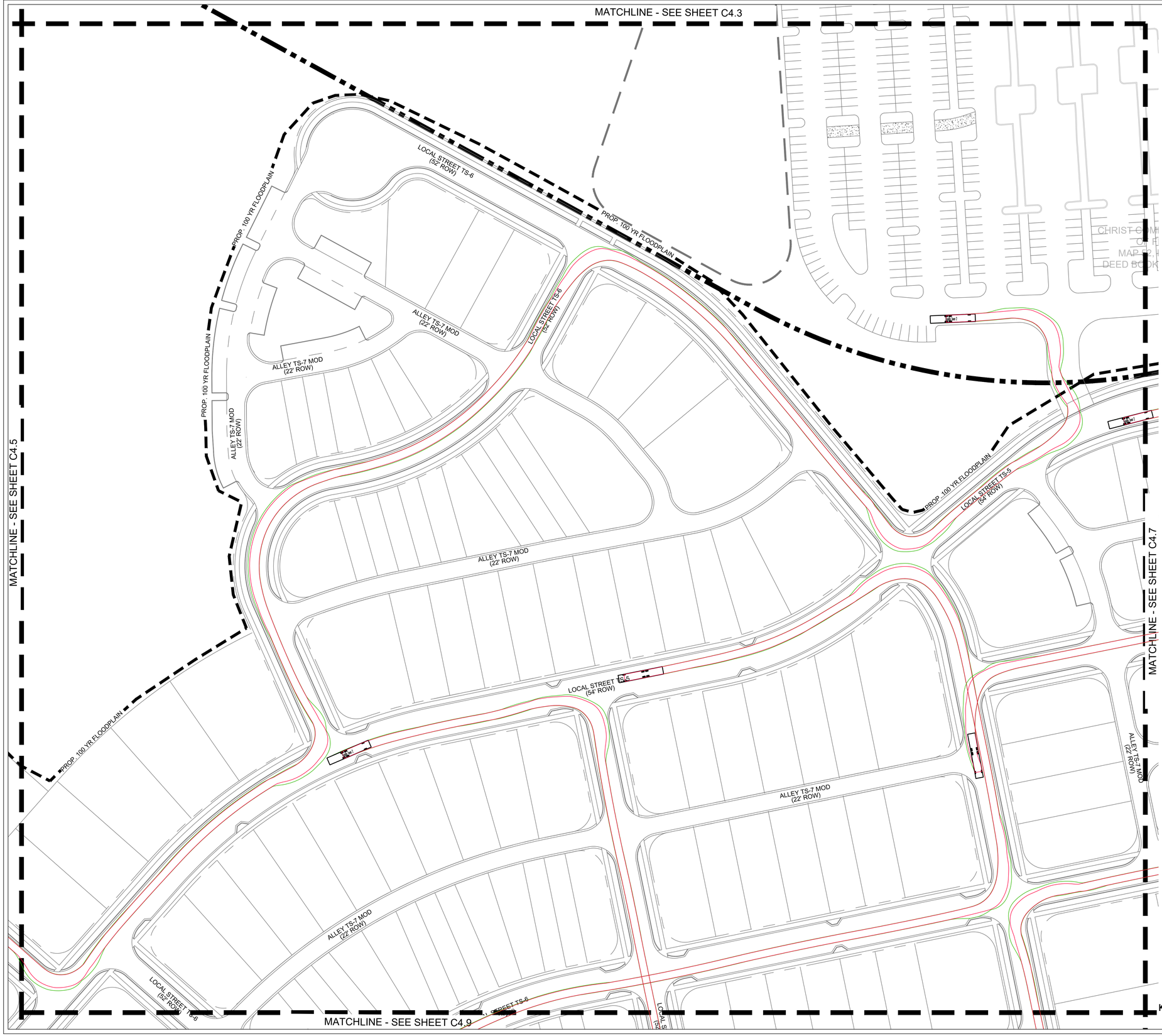
ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

REFUSE TRUCK AUTOTURN PLAN

C4.5B

LSC 19002



APPARATUS SPECIFICATIONS

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KEVIN D. ERTEL
REGISTERED
AGRICULTURE
CIVIL
COMMERCE
No. 106528
STATE OF TENNESSEE
2/3/2022

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C NONE
D NONE

SHEET KEY

C4.5	C4.6	C4.7
C4.10	C4.9	

Know what's below. Call before you dig.

NORTH

50 0 25 50 100
GRAPHIC SCALE - 1 inch = 50 ft.

AUTOTURN PLAN

C4.6

LSC 19002

MATCHLINE - SEE SHEET C4.3

MATCHLINE - SEE SHEET C4.5

MATCHLINE - SEE SHEET C4.7

MATCHLINE - SEE SHEET C4.9



APPARATUS SPECIFICATIONS

NUMBER OF FRONT AXLES 1
FRONT TRACK WIDTH = 8.375
WHEELS ON EACH FRONT AXLE = 2
NUMBER OF REAR AXLES = 2
REAR TRACK WIDTH = 8.375
WHEEL BASE = 15.833
(FRONT AXLE TO FRONT REAR AXLE)
REAR AXLE SPACING = 4.167
BODY LENGTH = 28.333
WIDTH = 8.375
BODY STYLE = SIDE-LOADER REFUSE TRUCK
TURNING RADIUS WALL TO WALL = 45.7
MINIMUM DESIGN SPEED = 5 MPH

KEVIN D. ERB
REGISTERED
AGRICULTURE
COMMERCE
No. 106528
STATE OF TENNESSEE
2/3/2022

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

MAP 52, P/O PARCEL 7; MAP 52O/GROUP A/PARCEL 27; AND
MAP 63, PARCELS 2.00, 2.01 AND 2.02
1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

SHEET KEY

C4.5	C4.6	C4.7
C4.10	C4.9	

ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

Know what's below. Call before you dig.

NORTH

50 0 25 50 100
GRAPHIC SCALE - 1 inch = 50 ft.

REFUSE TRUCK AUTOTURN PLAN

C4.6B

LSC 19002

MATCHLINE - SEE SHEET C4.2

MATCHLINE - SEE SHEET C4.6

MATCHLINE - SEE SHEET C4.8

HILLSBORO ROAD
(MAJOR ARTERIAL 104'-120' ROW)

MONTICELLO ROAD
(LOCAL STREET - 60' ROW)

PROP. 100 YR FLOODPLAIN

MEW TS-7
(26' ROW)

ALLEY TS-7 MOD
(22' ROW)

LOCAL STREET TS-6
(52' ROW)

OPEN SPACE

60' RIPARIAN BUFFER (ZONE 1)

TOP OF BANK

APPARATUS SPECIFICATIONS

NUMBER OF FRONT AXLES 1
FRONT TRACK WIDTH = 8
WHEELS ON EACH FRONT AXLE = 2
NUMBER OF REAR AXLES = 2
REAR TRACK WIDTH = 8
WHEEL BASE = 21.316
(FRONT AXLE TO FRONT REAR AXLE)
REAR AXLE SPACING = 4.417
BODY LENGTH = 50.0417
WIDTH = 8.333
REAR OVERHANG = 22.1424
BODY STYLE = FIRE TRUCK
TURNING RADIUS WALL TO WALL = 42
MINIMUM DESIGN SPEED = 5 MPH

SHEET KEY

C4.5	C4.6	C4.7
C4.10	C4.9	

811 Know what's below. Call before you dig.

NORTH

50 0 25 50 100
GRAPHIC SCALE - 1 inch = 50 ft.

KEVIN D. ELLIS
REGISTERED LANDSCAPE ARCHITECT
AGRICULTURE
COMMERCE
No. 106528
STATE OF TENNESSEE
2/3/2022

LSI LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
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1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

AUTOTURN PLAN

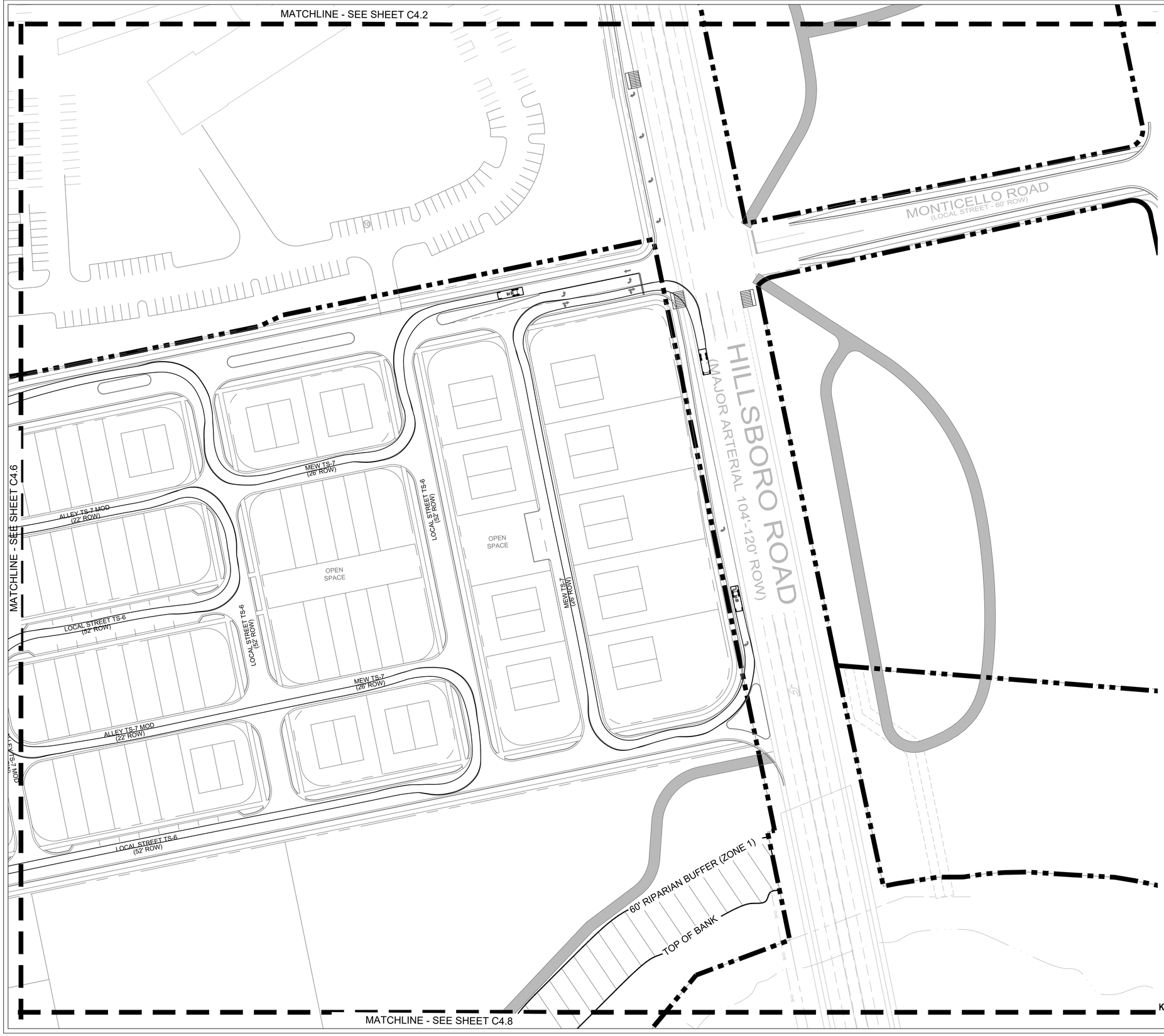
C4.7

LSC 19002

MATCHLINE - SEE SHEET C4.2

MATCHLINE - SEE SHEET C4.6

MATCHLINE - SEE SHEET C4.8



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BODY STYLE = SIDE-LOADER REFUSE TRUCK
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REGISTERED
AGRICULTURE
COMMERCE
No. 106528
STATE OF TENNESSEE
2/3/2022

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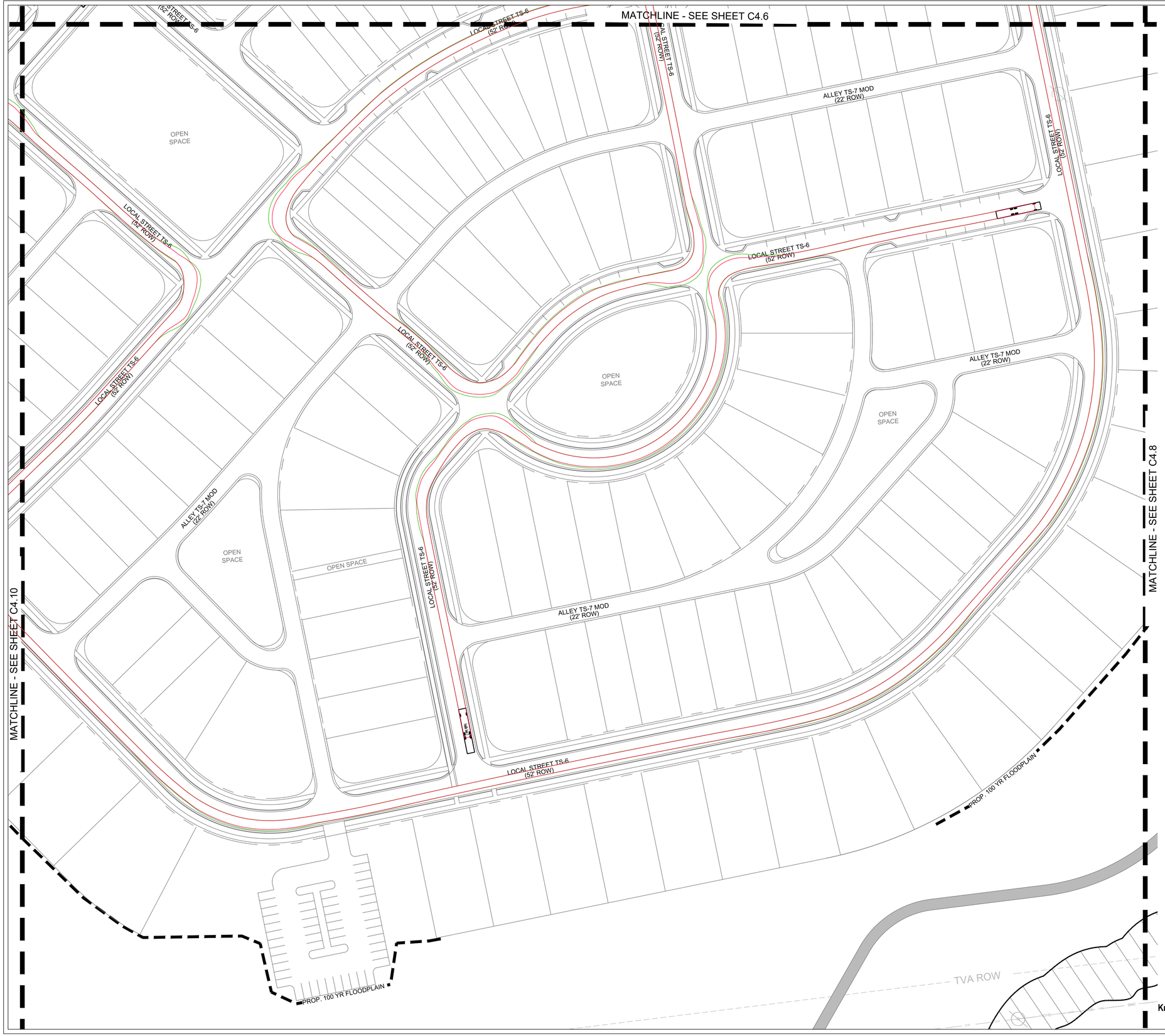
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- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

REFUSE TRUCK AUTOTURN PLAN

C4.7B

LSC 19002



APPARATUS SPECIFICATIONS

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REAR TRACK WIDTH = 8
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(FRONT AXLE TO FRONT REAR AXLE)
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REAR OVERHANG = 22.1424
BODY STYLE = FIRE TRUCK
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MINIMUM DESIGN SPEED = 5 MPH

KEVIN D. ERTEL
REGISTERED LANDSCAPE ARCHITECT
AGRICULTURE
COMMERCE
No. 106525
STATE OF TENNESSEE
2/3/2022

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

MAP 52, P/O PARCEL 7: MAP 52O/GROUP A/PARCEL 27; AND
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1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

SHEET KEY

C4.5	C4.6	C4.7
C4.10	C4.9	

ISSUANCE/REVISION NOTES:
- PLAN DATED: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

Know what's below. Call before you dig.

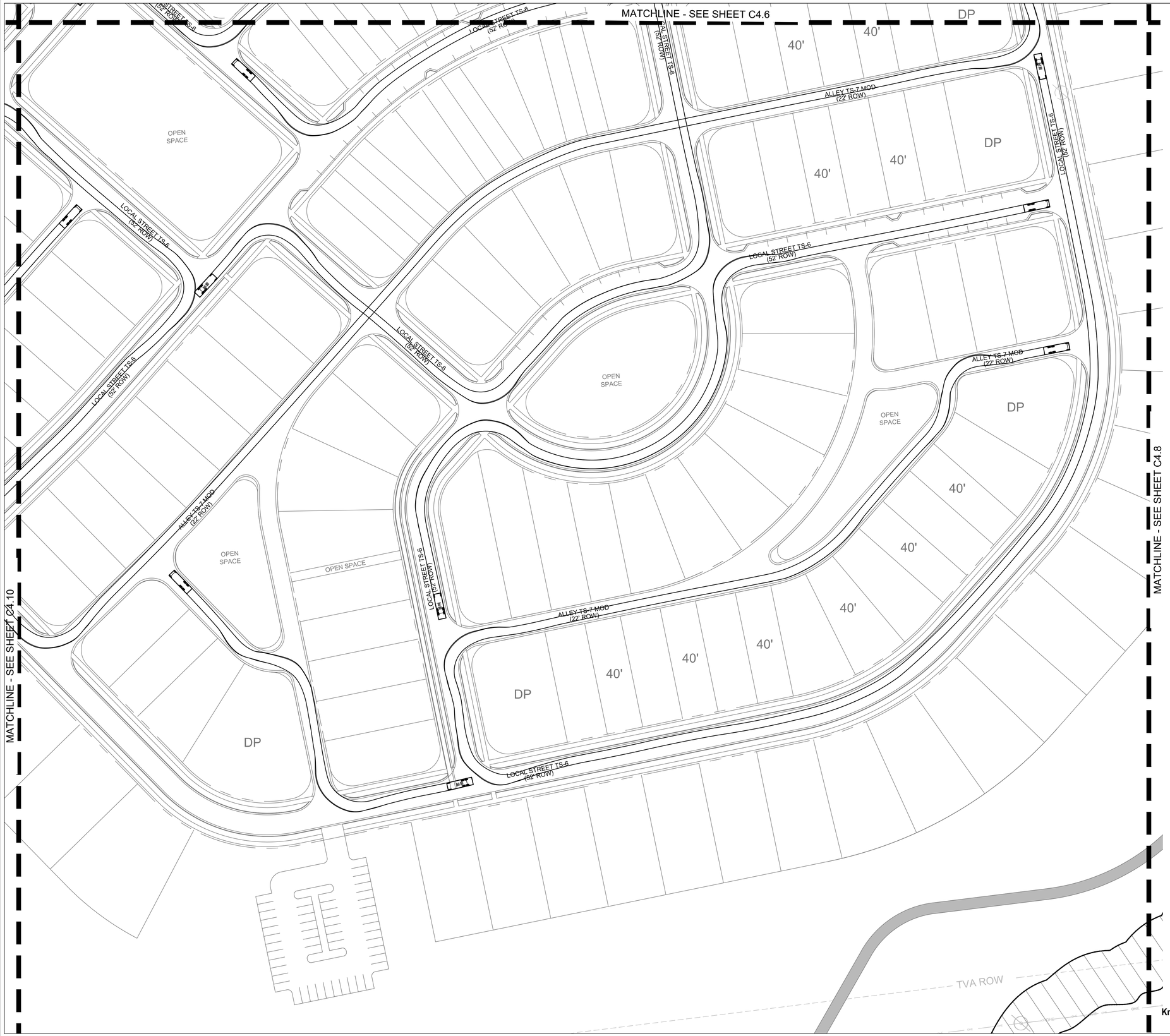
NORTH

50 0 25 50 100
GRAPHIC SCALE - 1 inch = 50 ft.

AUTOTURN PLAN

C4.9

LSC 19002



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C4.10	C4.9	

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KEVIN D. ERTEL
REGISTERED LANDSCAPE ARCHITECT
AGRICULTURE
COMMERCE
No. 106525
STATE OF TENNESSEE
2/3/2022

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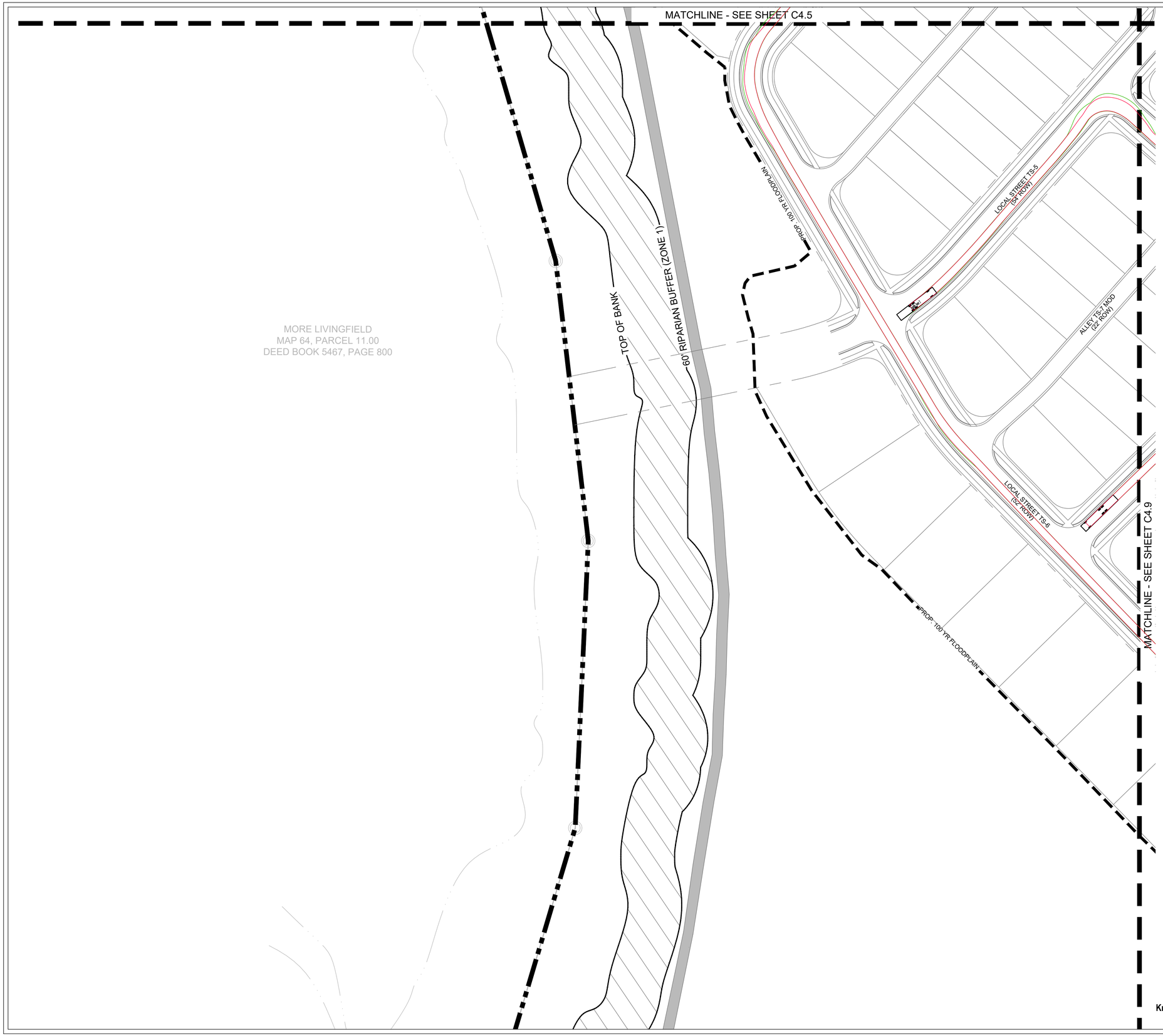
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A NONE
B NONE
C NONE
D NONE

REFUSE TRUCK AUTOTURN PLAN

C4.9B

LSC 19002



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C4.10	C4.9	

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KEVIN D. ERTEL
REGISTERED
PROFESSIONAL
ENGINEER
AGRICULTURE
COMMERCE
No. 106525
STATE OF TENNESSEE
2/3/2022

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A NONE
B NONE
C NONE
D NONE

AUTOTURN PLAN

C4.10

LSC 19002

MATCHLINE - SEE SHEET C4.5

MORE LIVINGFIELD
MAP 64, PARCEL 11.00
DEED BOOK 5467, PAGE 800

TOP OF BANK

60' RIPARIAN BUFFER (ZONE 1)

LOCAL STREET TS-5
(50' ROW)

ALLEY TS-7 MOD
(24' ROW)

LOCAL STREET TS-6
(52' ROW)

MATCHLINE - SEE SHEET C4.9

APPARATUS SPECIFICATIONS

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C4.10	C4.9	

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KEVIN D. ERWIN
REGISTERED
LANDSCAPE
ARCHITECT
AGRICULTURE
COMMERCE
No. 106528
STATE OF TENNESSEE
2/3/2022

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- PLAN DATED FEBRUARY 3, 2022

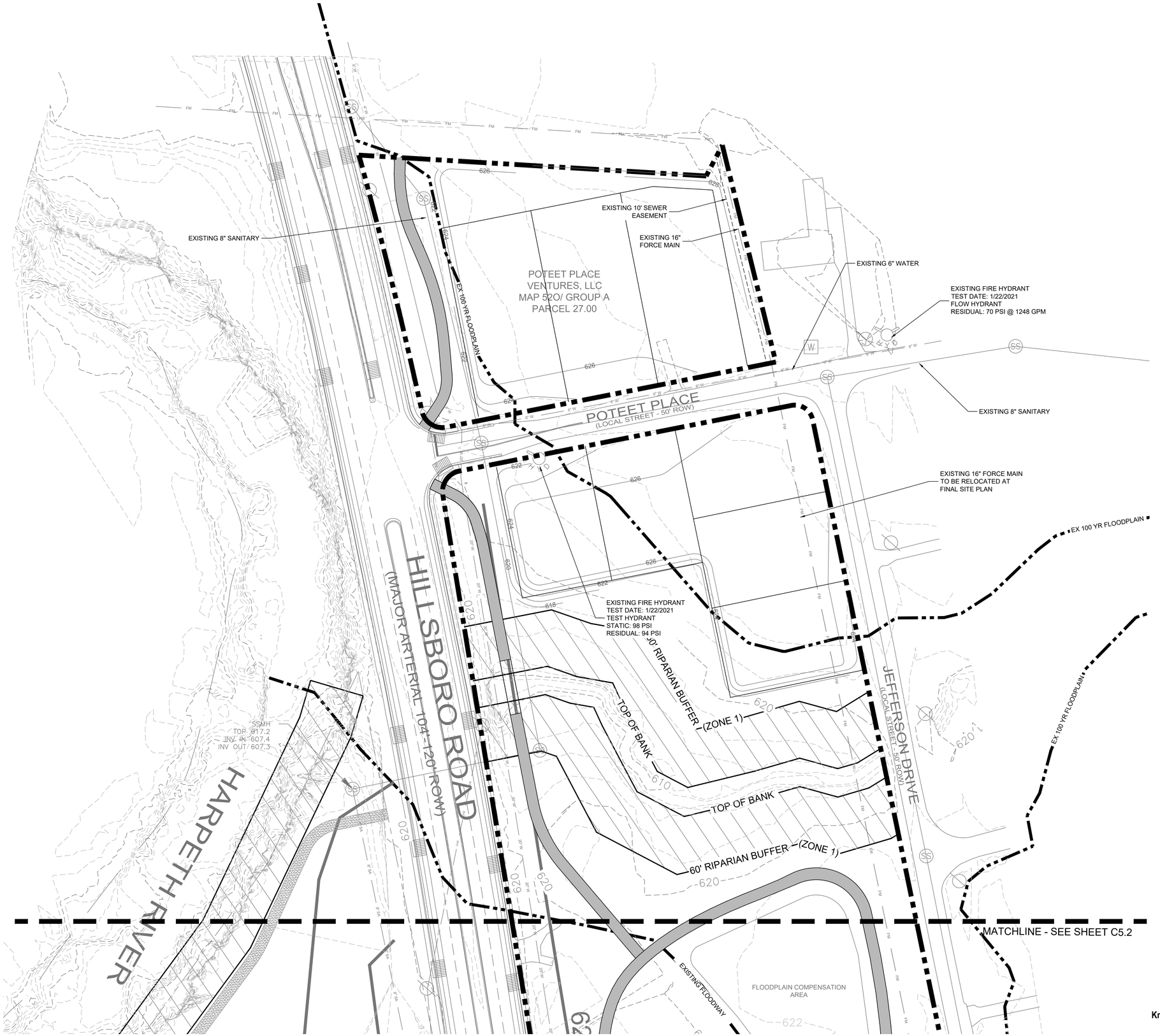
A NONE
B NONE
C NONE
D NONE

REFUSE TRUCK AUTOTURN PLAN

C4.10B

LSC 19002


EXISTING FIRE HYDRANT
TEST DATE: 1/22/2021
TEST HYDRANT
STATIC: 98 PSI
RESIDUAL: 94 PSI
EXISTING FIRE HYDRANT
TEST DATE: 1/22/2021
FLOW HYDRANT
RESIDUAL: 70 PSI @ 1248 GPM
HARPETH RIVER
HARPETH RIVER
HARPETH RIVER
HARPETH RIVER
MACK HATCHER PARKWAY
MACK HATCHER PARKWAY
MACK HATCHER PARKWAY
MACK HATCHER PARKWAY
HILLSBORO ROAD
HILLSBORO ROAD
HILLSBORO ROAD
HILLSBORO ROAD
WATER CONNECTION
WATER CONNECTION
WATER CONNECTION



WATER & SEWER GENERAL NOTES

1. ALL PERSONS WHO UNDERTAKE THE CONSTRUCTION OF WATER, SEWER AND/OR RECLAIMED WATER LINES LOCATED IN, OR AFFECTING SERVICES PROVIDED BY THE CITY OF FRANKLIN SHALL COMPLY WITH THE REQUIREMENTS AND REGULATIONS SET FORTH IN THE "GENERAL REQUIREMENTS & TECHNICAL SPECIFICATIONS, WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE" LATEST EDITION, ALONG WITH ANY AMENDMENTS, ADDITIONS, OR ALTERATION THAT MAY THEREAFTER BE ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN BY RESOLUTION.

2. CONTRACTOR SHALL OBTAIN WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT PRIOR TO SCHEDULING REQUIRED PRE-CONSTRUCTION SITE MEETING. CONTRACTOR SHALL COMPLETE THE PRE-CONSTRUCTION SITE MEETING PRIOR TO COMMENCING WITH CONSTRUCTION.

3. CONTRACTOR SHALL OBTAIN AND KEEP ALL OF THE FOLLOWING ITEMS ON THE JOBSITE AT ALL TIMES DURING CONSTRUCTION:
   a. APPROVED, STAMPED AND SIGNED WATER AND/OR SEWER PLANS
   b. WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT, WITH ALL STEPS COMPLETED AND SIGNED BY APPROPRIATE CITY EMPLOYEES.
   c. COPY OF APPROVED AVAILABILITY REQUEST RESPONSE LETTER.
   d. A COPY OF ALL APPROVED CUT SHEETS.

4. ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE SHALL BECOME THE RESPONSIBILITY OF THE CITY OF FRANKLIN, TN FOLLOWING APPROVAL FROM THE CITY OF FRANKLIN INSPECTORS AND ACCEPTANCE BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION. THE ACCEPTANCE DATE SHALL BE BASED ON THE DAY MAINTENANCE SURETIES ARE ESTABLISHED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION.

5. PRIOR TO THE ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT AS-BUILT DRAWINGS TO THE WATER MANAGEMENT DEPARTMENT.

6. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ONSITE DURING CONSTRUCTION.

7. ANY DAMAGES CAUSED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL, AT HIS OWN EXPENSE, BE REPLACED OR REPAIRED TO ORIGINAL CONDITION AND QUALITY, AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY, BY THE CONTRACTOR.

8. LOCATION OF WATER LINE IS APPROXIMATE. TRUE LOCATION OF WATER LINE, FIRE HYDRANTS, WATER VALVES, ETC. TO BE DESIGNED BY HB & TS UTILITY DISTRICT DURING SECTIONAL SITE PLAN PHASE OF DEVELOPMENT.

9. WHEN REQUIRED, PERMANENT EXCLUSIVE EASEMENTS MUST BE PROVIDED WITH A MINIMUM WIDTH OF 20 FEET. EASEMENT WIDTH REQUIREMENTS ARE AS FOLLOW:
   1. 0'-12' DEPTH REQUIRES 20' EASEMENT.
   2. 13'-20' DEPTH REQUIRES 30' EASEMENT.
   3. DEPTHS GREATER THAN 20' REQUIRES PRIOR APPROVAL.
   A MINIMUM 10-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT ON EACH SIDE OF THE PERMANENT EASEMENT MUST ALSO BE PROVIDED. NO TREES SHALL BE PLANTED WITHIN THE PERMANENT EASEMENTS.

10. All MULTIPLEX UNITS WILL REQUIRE A FIRE DEPARTMENT CONNECTION.

SEWER AND WATER SERVICE PROVIDED BY:
CITY FRANKLIN WATER MANAGEMENT
124 LUMBER DRIVE
FRANKLIN, TN 37064
615-794-4554

WATER & SEWER DATA CHART
189 SINGLE FAMILY @ 350 GPD = 66,150 GPD
86 TOWNHOMES @ 350 GPD = 30,100 GPD
60 MULTIPLEXES @ 350 GPD = 21,000 GPD
20 DUPLEXES @ 350 GPD = 7,000 GPD
1 EXISTING HOUSE TO REMAIN @ 350 GPD = 350 GPD

TOTAL = 124,600 GPD

RIPARIAN BUFFER NOTE:
THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.

SHEET KEY

		C5.1
C5.4	C5.3	C5.2
C5.5	C5.6	C5.7
C5.10	C5.9	C5.8

Know what's below. Call before you dig.

NORTH

50 0 25 50 100
GRAPHIC SCALE - 1 inch = 50 ft.

KEVIN D. ERTEL
REGISTERED LANDSCAPE ARCHITECT
AGRICULTURE
COMMERCE
No. 106528
STATE OF TENNESSEE
2/3/2022

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

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1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

SITE UTILITY PLAN

C5.1

LSC 19002



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C5.4	C5.3	C5.2
C5.5	C5.6	C5.7
C5.10	C5.9	C5.8

Know what's below. Call before you dig.

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GRAPHIC SCALE - 1 inch = 50 ft.

KEVIN D. ELDER
REGISTERED LANDSCAPE ARCHITECT
AGRICULTURE
COMMERCE
NO. 106525
STATE OF TENNESSEE
2/3/2022

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1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

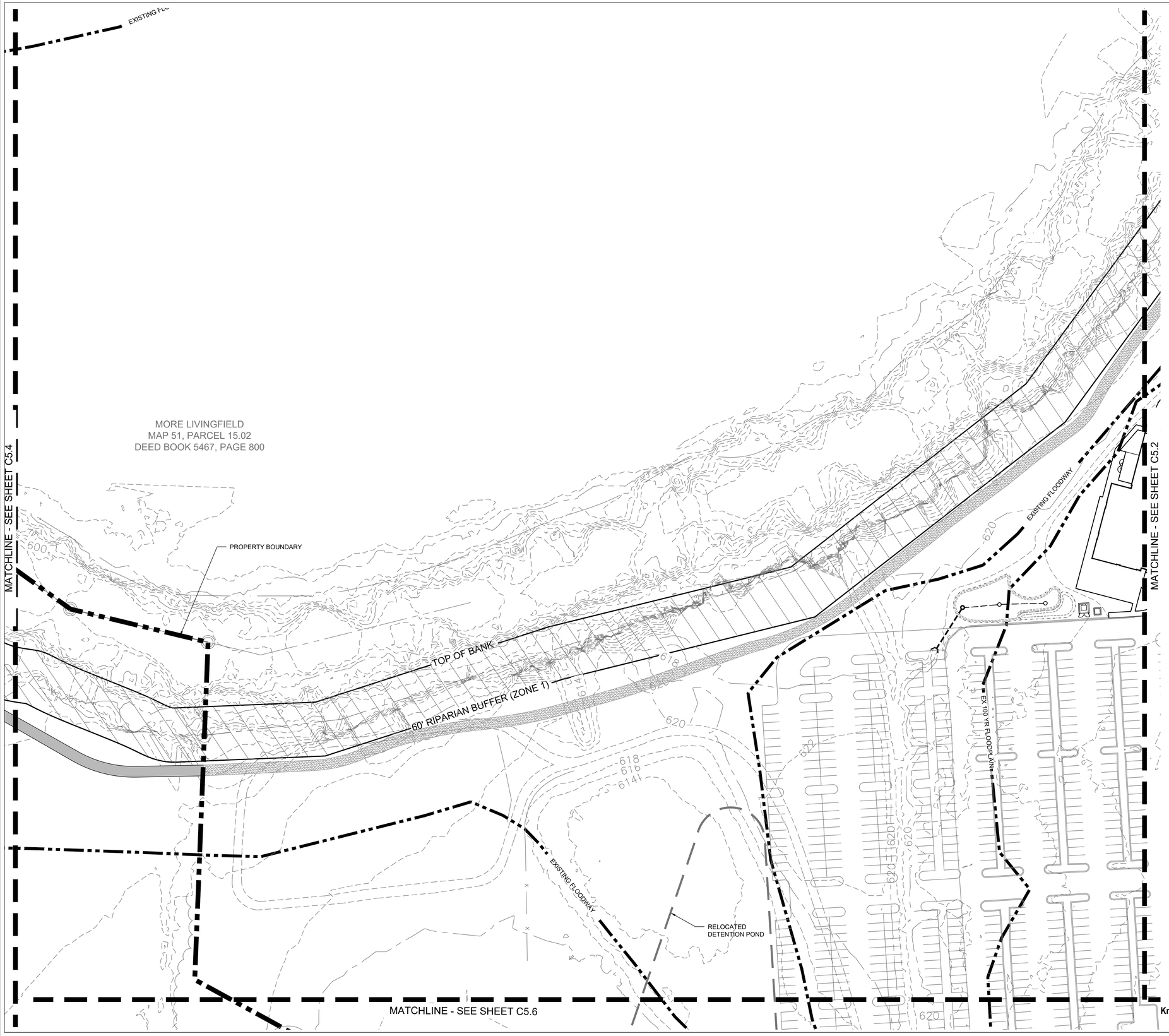
ISSUANCE/REVISION NOTES:
- PLAN DATED: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

SITE UTILITY PLAN

C5.2

LSC 19002



WATER & SEWER GENERAL NOTES

1. ALL PERSONS WHO UNDERTAKE THE CONSTRUCTION OF WATER, SEWER AND/OR RECLAIMED WATER LINES LOCATED IN, OR AFFECTING SERVICES PROVIDED BY THE CITY OF FRANKLIN SHALL COMPLY WITH THE REQUIREMENTS AND REGULATIONS SET FORTH IN THE "GENERAL REQUIREMENTS & TECHNICAL SPECIFICATIONS, WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE" LATEST EDITION, ALONG WITH ANY AMENDMENTS, ADDITIONS, OR ALTERATION THAT MAY THEREAFTER BE ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN BY RESOLUTION.
2. CONTRACTOR SHALL OBTAIN WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT PRIOR TO SCHEDULING REQUIRED PRE-CONSTRUCTION SITE MEETING. CONTRACTOR SHALL COMPLETE THE PRE-CONSTRUCTION SITE MEETING PRIOR TO COMMENCING WITH CONSTRUCTION.
3. CONTRACTOR SHALL OBTAIN AND KEEP ALL OF THE FOLLOWING ITEMS ON THE JOBSITE AT ALL TIMES DURING CONSTRUCTION:
   a. APPROVED, STAMPED AND SIGNED WATER AND/OR SEWER PLANS
   b. WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT, WITH ALL STEPS COMPLETED AND SIGNED BY APPROPRIATE CITY EMPLOYEES.
   c. COPY OF APPROVED AVAILABILITY REQUEST RESPONSE LETTER.
   d. A COPY OF ALL APPROVED CUT SHEETS.
4. ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE SHALL BECOME THE RESPONSIBILITY OF THE CITY OF FRANKLIN, TN FOLLOWING APPROVAL FROM THE CITY OF FRANKLIN INSPECTORS AND ACCEPTANCE BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION. THE ACCEPTANCE DATE SHALL BE BASED ON THE DAY MAINTENANCE SURETIES ARE ESTABLISHED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION.
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6. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ONSITE DURING CONSTRUCTION.
7. ANY DAMAGES CAUSED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL, AT HIS OWN EXPENSE, BE REPLACED OR REPAIRED TO ORIGINAL CONDITION AND QUALITY, AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY, BY THE CONTRACTOR.
8. LOCATION OF WATER LINE IS APPROXIMATE. TRUE LOCATION OF WATER LINE, FIRE HYDRANTS, WATER VALVES, ETC. TO BE DESIGNED BY HB & TS UTILITY DISTRICT DURING SECTIONAL SITE PLAN PHASE OF DEVELOPMENT.
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124 LUMBER DRIVE
FRANKLIN, TN 37064
615-794-4554

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SHEET KEY

		C5.1
C5.4	C5.3	C5.2
C5.5	C5.6	C5.7
C5.10	C5.9	C5.8

Know what's below. Call before you dig.

GRAPHIC SCALE - 1 inch = 50 ft.
50 0 25 50 100

NORTH

KEVIN D. ERTEL
REGISTERED LANDSCAPE ARCHITECT
AGRICULTURE
COMMERCE
No. 106528
STATE OF TENNESSEE
2/3/2022

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

MAP 52, P/O PARCEL 7; MAP 52O/GROUP A/PARCEL 27; AND
MAP 63, PARCELS 2.00, 2.01 AND 2.02
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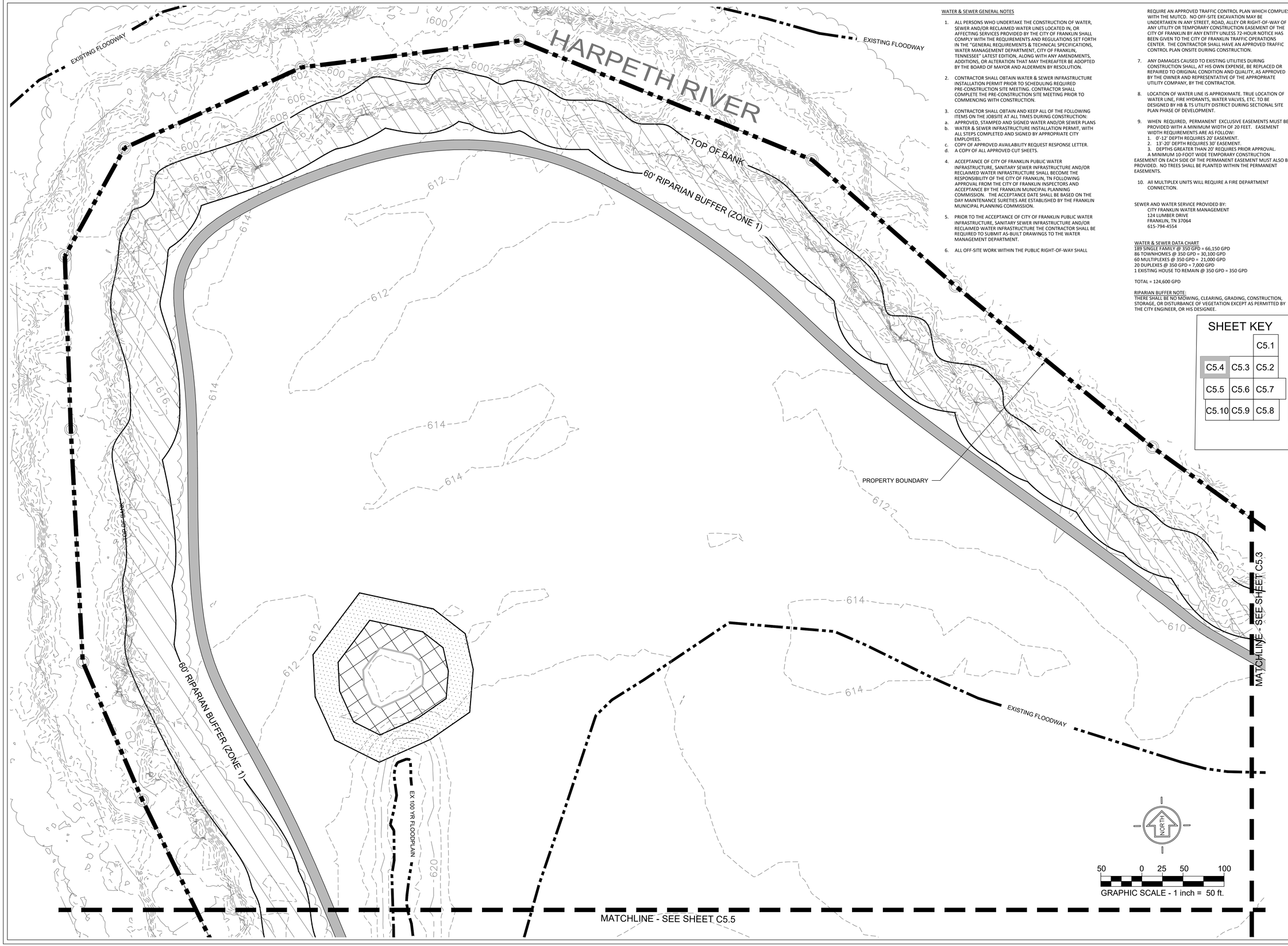
ISSUANCE/REVISION NOTES:
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A NONE
B NONE
C NONE
D NONE

SITE UTILITY PLAN

C5.3

LSC 19002



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		C5.1
C5.4	C5.3	C5.2
C5.5	C5.6	C5.7
C5.10	C5.9	C5.8

KEVIN D. ELLIS
REGISTERED LANDSCAPE ARCHITECT
AGRICULTURE
COMMERCE
No. 106525
STATE OF TENNESSEE
2/3/2022

LSI LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
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MAP 52, P/O PARCEL 7; MAP 52O/GROUP A/PARCEL 27; AND
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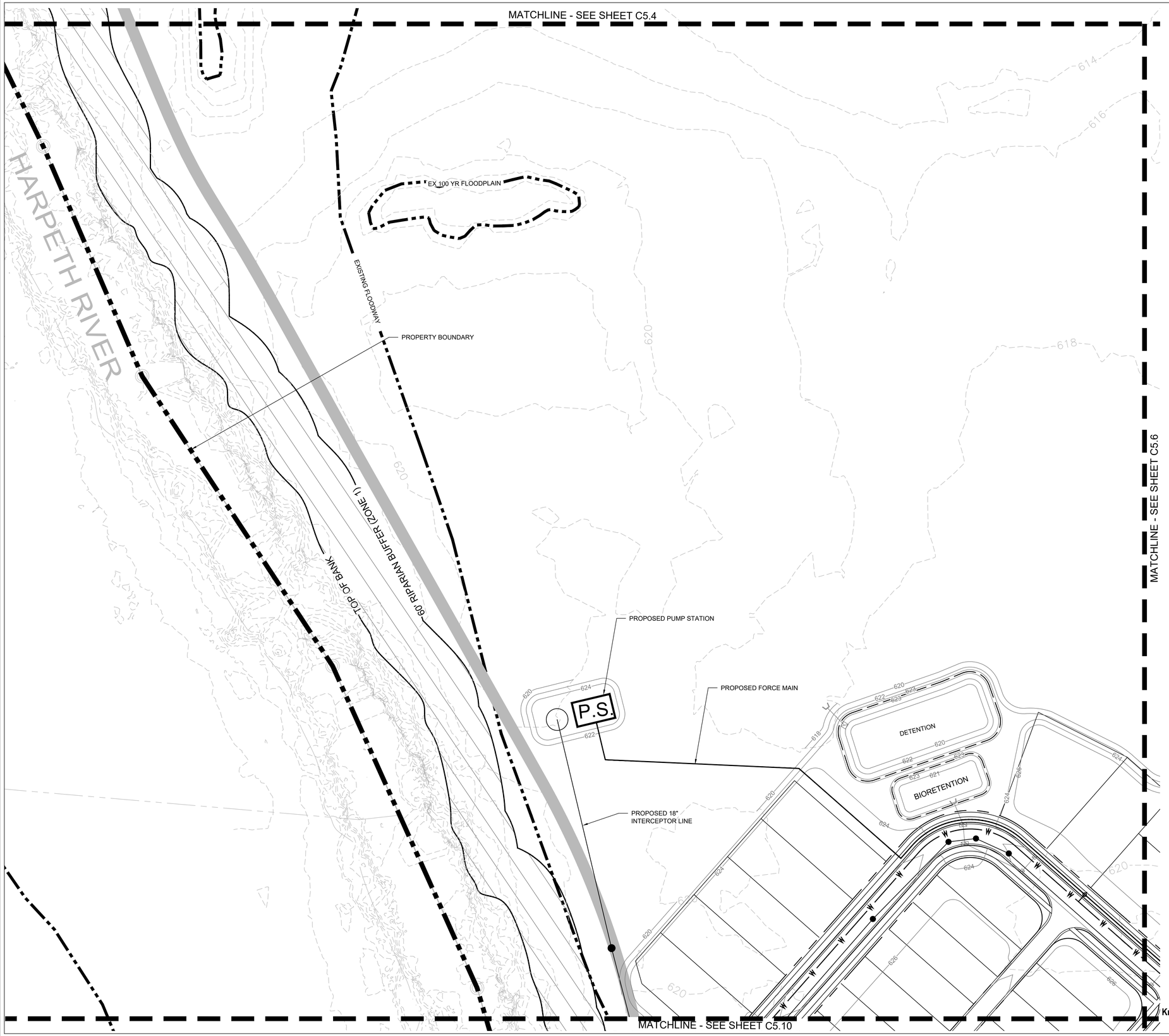
ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

SITE UTILITY PLAN

C5.4

LSC 19002



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SHEET KEY

		C5.1
C5.4	C5.3	C5.2
C5.5	C5.6	C5.7
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811 Know what's below. Call before you dig.

50 0 25 50 100
GRAPHIC SCALE - 1 inch = 50 ft.

NORTH

KEVIN D. ERVIN
REGISTERED LANDSCAPE ARCHITECT
AGRICULTURE
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NO. 106525
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2/3/2022

LSI LAND SOLUTIONS
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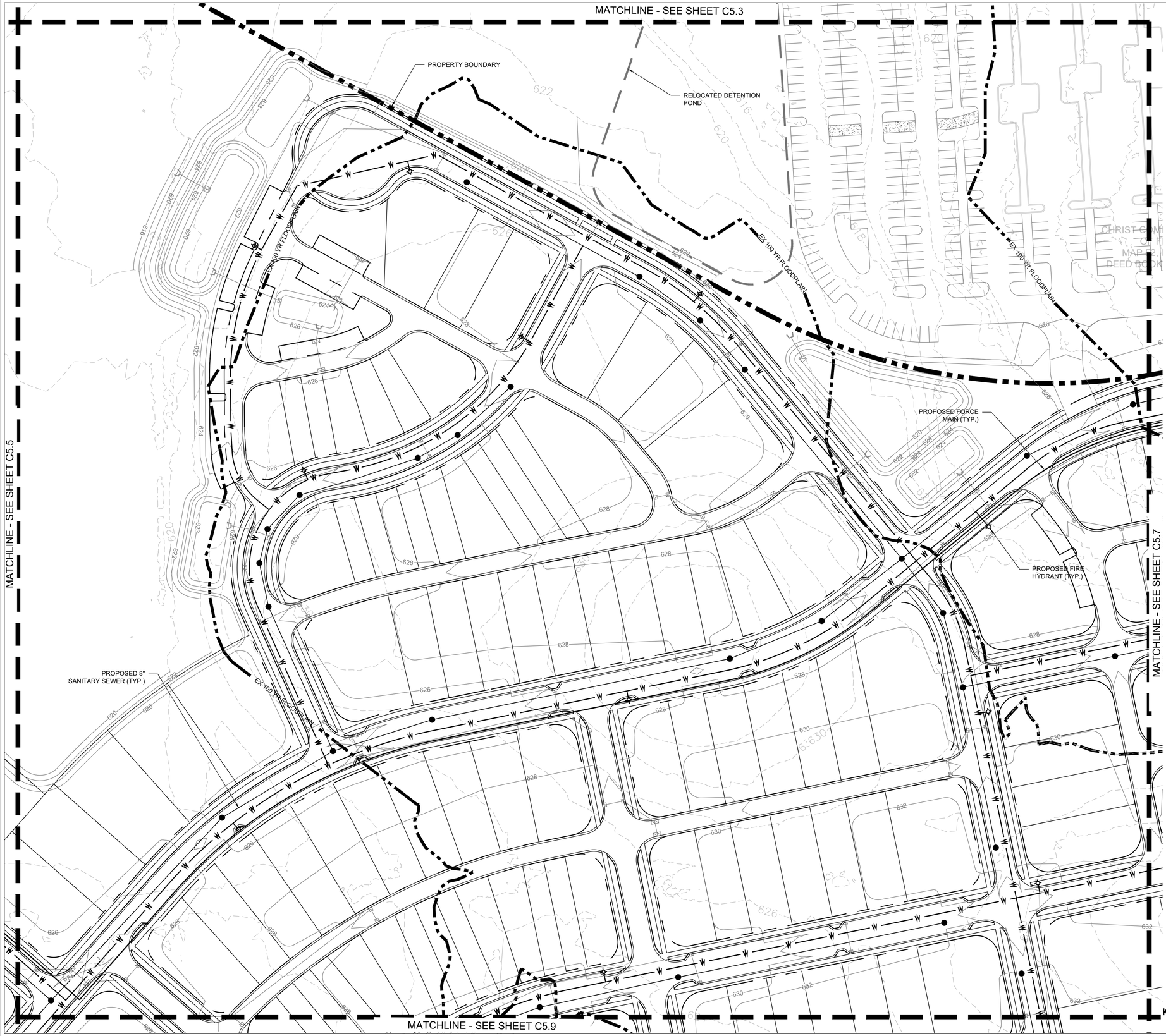
ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

SITE UTILITY PLAN

C5.5

LSC 19002



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Kevin D. Elam
Registered Professional Engineer
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CIVIL
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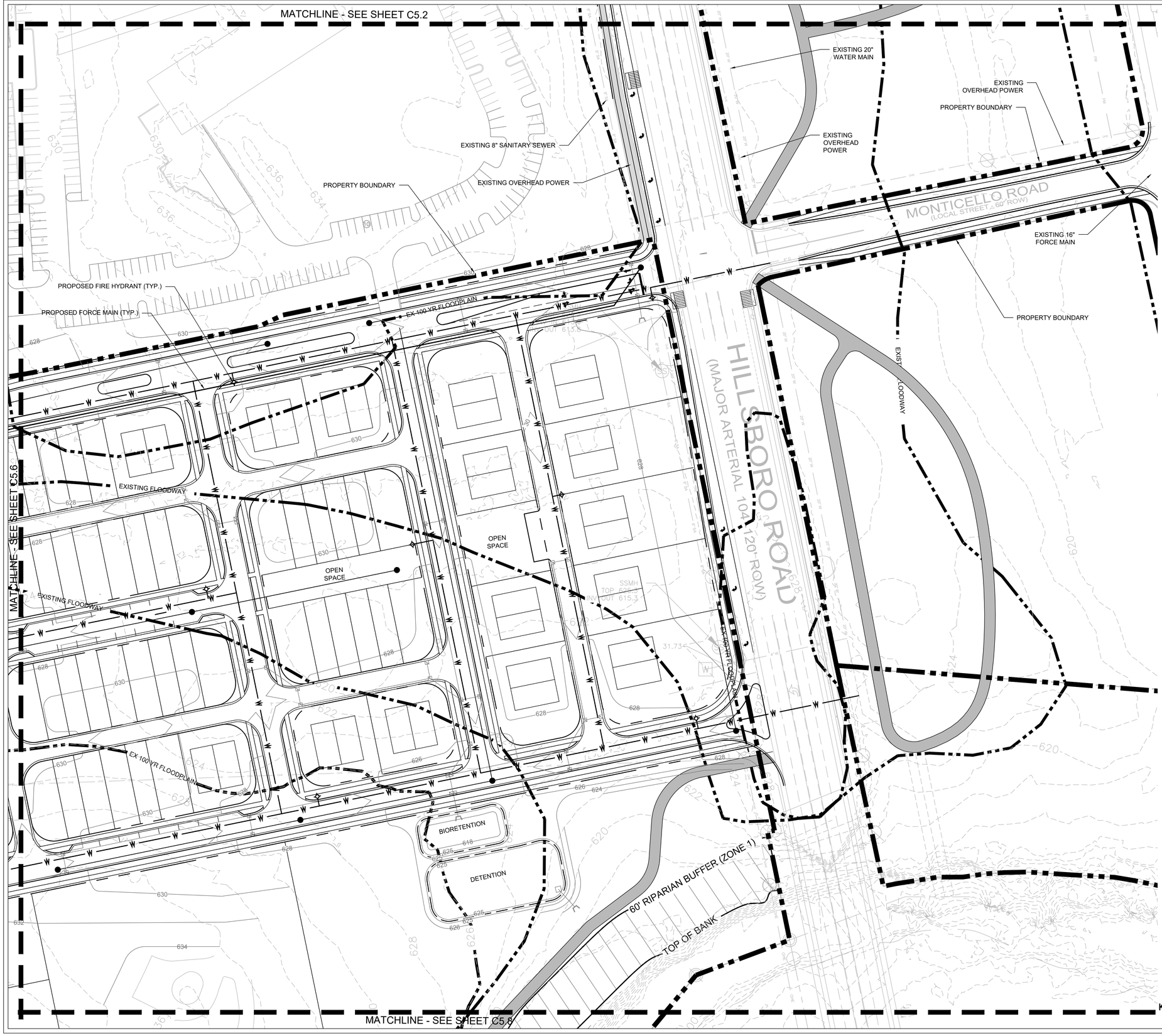
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SITE UTILITY PLAN

C5.6

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7. ANY DAMAGES CAUSED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL, AT HIS OWN EXPENSE, BE REPLACED OR REPAIRED TO ORIGINAL CONDITION AND QUALITY, AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY, BY THE CONTRACTOR.

8. LOCATION OF WATER LINE IS APPROXIMATE. TRUE LOCATION OF WATER LINE, FIRE HYDRANTS, WATER VALVES, ETC. TO BE DESIGNED BY HB & TS UTILITY DISTRICT DURING SECTIONAL SITE PLAN PHASE OF DEVELOPMENT.

9. WHEN REQUIRED, PERMANENT EXCLUSIVE EASEMENTS MUST BE PROVIDED WITH A MINIMUM WIDTH OF 20 FEET. EASEMENT WIDTH REQUIREMENTS ARE AS FOLLOW:
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   A MINIMUM 10-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT ON EACH SIDE OF THE PERMANENT EASEMENT MUST ALSO BE PROVIDED. NO TREES SHALL BE PLANTED WITHIN THE PERMANENT EASEMENTS.

10. All MULTIPLEX UNITS WILL REQUIRE A FIRE DEPARTMENT CONNECTION.

SEWER AND WATER SERVICE PROVIDED BY:
CITY FRANKLIN WATER MANAGEMENT
124 LUMBER DRIVE
FRANKLIN, TN 37064
615-794-4554

WATER & SEWER DATA CHART
189 SINGLE FAMILY @ 350 GPD = 66,150 GPD
86 TOWNHOMES @ 350 GPD = 30,100 GPD
60 MULTIPLEXES @ 350 GPD = 21,000 GPD
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1 EXISTING HOUSE TO REMAIN @ 350 GPD = 350 GPD

TOTAL = 124,600 GPD

RIPARIAN BUFFER NOTE:
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SHEET KEY

		C5.1
C5.4	C5.3	C5.2
C5.5	C5.6	C5.7
C5.10	C5.9	C5.8

Know what's below. Call before you dig.

50 0 25 50 100
GRAPHIC SCALE - 1 inch = 50 ft.

NORTH

KEVIN D. ERB
REGISTERED
LANDSCAPE
ARCHITECT
AGRICULTURE
COMMERCE
No. 106528
STATE OF TENNESSEE
2/3/2022

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478

MAP 52, P/O PARCEL 7; MAP 52O/GROUP A/PARCEL 27; AND
MAP 63, PARCELS 2.00, 2.01 AND 2.02
1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

SITE UTILITY PLAN

C5.7

LSC 19002



WATER & SEWER GENERAL NOTES

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REGISTERED
AGRICULTURE
COMMERCE
NO. 106525
STATE OF TENNESSEE
2/3/2022

LSI LAND SOLUTIONS
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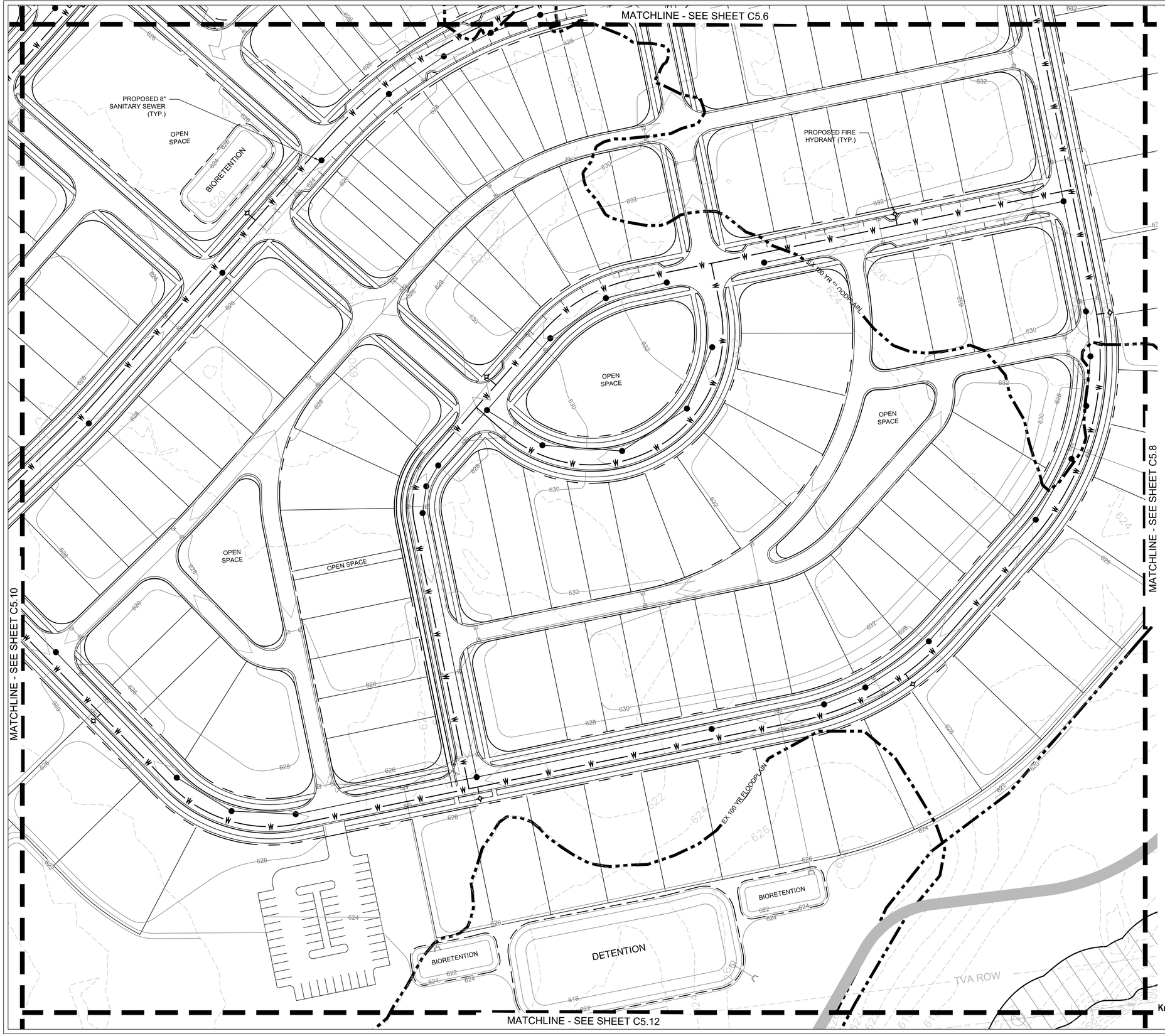
ISSUANCE/REVISION NOTES
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

SITE UTILITY PLAN

C5.8

LSC 19002



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KEVIN D. ERB
REGISTERED PROFESSIONAL ENGINEER
AGRICULTURE
COMMERCE
NO. 106525
STATE OF TENNESSEE
2/3/2022

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2925 Berry Hill Drive, Nashville, TN 37204

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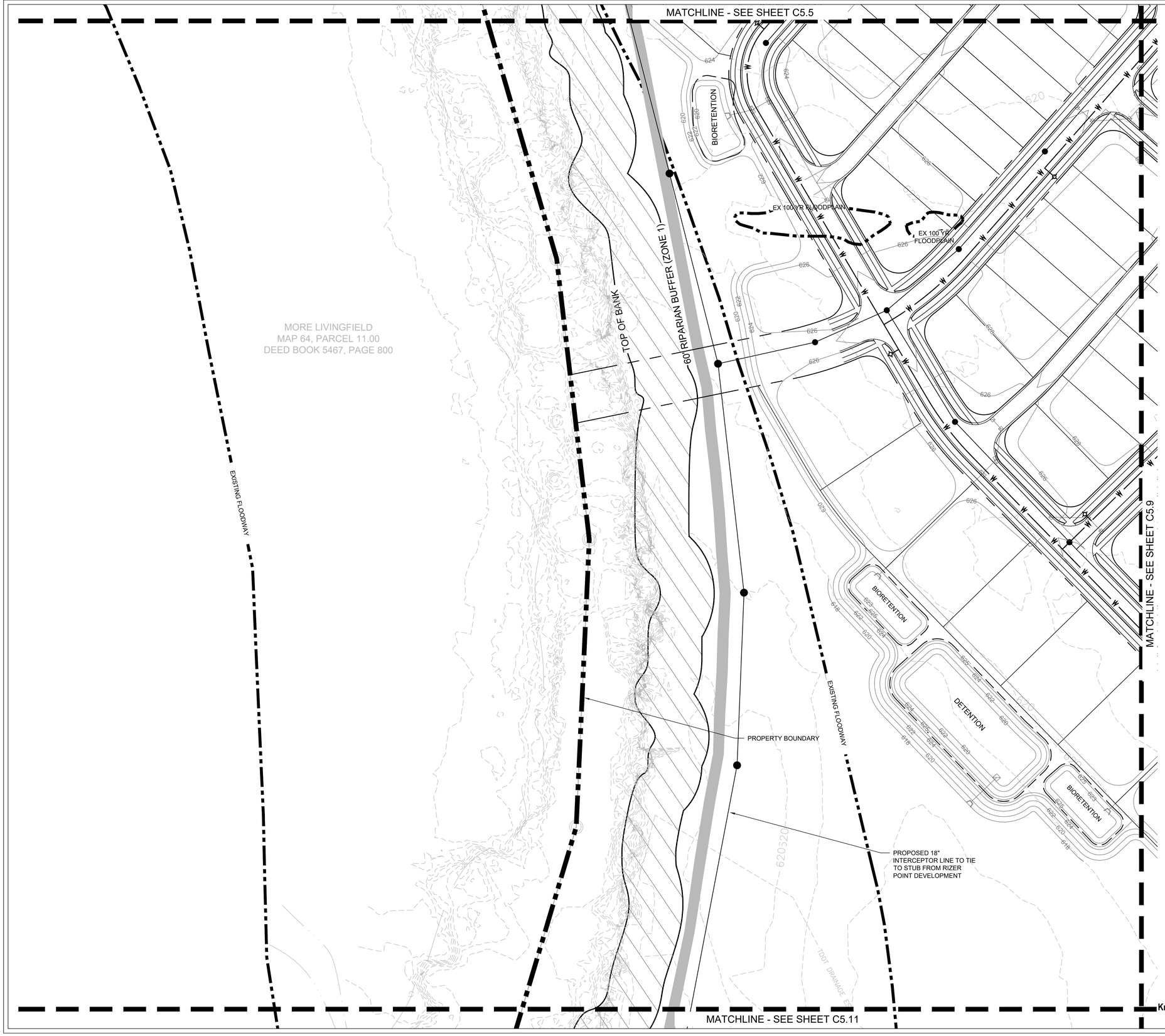
ISSUANCE/REVISION NOTES
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

SITE UTILITY PLAN

C5.9

LSC 19002



WATER & SEWER GENERAL NOTES

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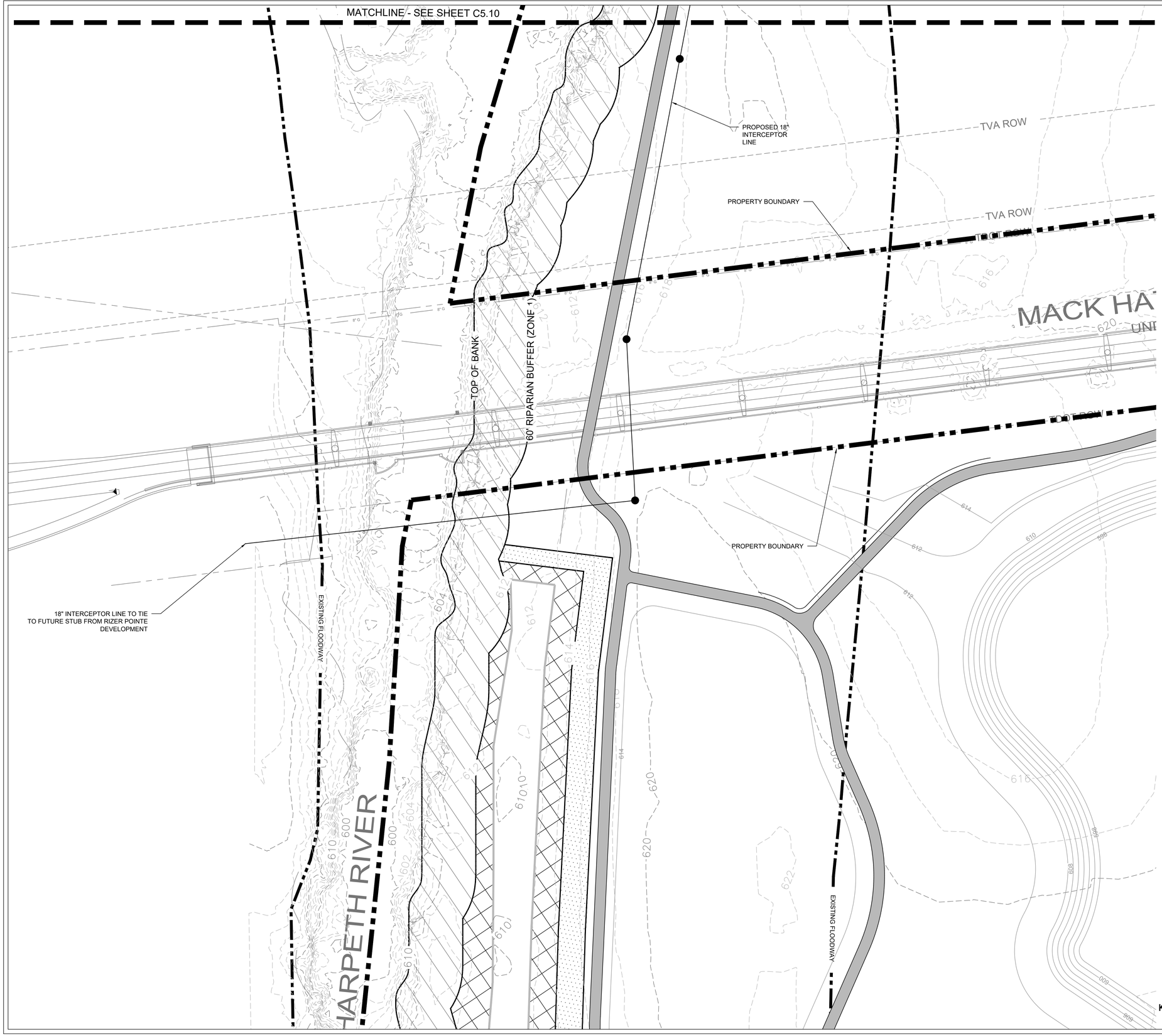
ISSUANCE/REVISION NOTES:
- PLAN DATED FEBRUARY 3, 2022

A NONE
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SITE UTILITY PLAN

C5.10

LSC 19002



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60 MULTIPLEXES @ 350 GPD = 21,000 GPD
20 DUPLEXES @ 350 GPD = 7,000 GPD
1 EXISTING HOUSE TO REMAIN @ 350 GPD = 350 GPD

TOTAL = 124,600 GPD

RIPARIAN BUFFER NOTE:
THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.

SHEET KEY

		C5.1
C5.4	C5.3	C5.2
C5.5	C5.6	C5.7
C5.10	C5.9	C5.8
C5.11		

Know what's **below.** **Call** before you dig.

NORTH

100 0 25 50 100
GRAPHIC SCALE - 1 inch = 50 ft.

KEVIN D. ELDER
REGISTERED LANDSCAPE ARCHITECT
AGRICULTURE
COMMERCE
NO. 106525
STATE OF TENNESSEE
2/3/2022

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
COF# 7478
MAP 52, P/O PARCEL 7; MAP 52O/GROUP A/PARCEL 27; AND
MAP 63, PARCELS 2.00, 2.01 AND 2.02
1155 HILLSBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:
- PLAN DATE: FEBRUARY 3, 2022

A NONE
B NONE
C NONE
D NONE

SITE UTILITY PLAN

C5.11

LSC 19002


PROPERTY BOUNDARY
PHASE 1
PHASE 2
PHASE 3
PHASE 4
PHASE 5
PHASE 6
PHASE 7
PHASE 8
PHASE 2
PHASE 3
HILLSBORO ROAD
MAGNOLIA TRACE
MAGNOLIA TRACE
MAGNOLIA TRACE



THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.

TREE CANOPY RETENTION

OVERALL SITE AREA = 10,177,446 SF (233.64 AC)

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY:	2,184,140 SF; 50.14 AC (21.5% OF SITE)
REQUIRED CANOPY PRESERVATION:	48% (1,048,387 SF; 24.09 AC)
PROVIDED CANOPY PRESERVATION:	40.70 AC; 1,772,815 SF (169% OF REQUIRED)

KEY

PRESERVED CANOPY

- PRESERVED CANOPY
- REMOVED CANOPY
- SPECIMEN TREES REMOVED
- SPECIMEN TREES RETAINED

TREE SURVEY

NO.	SIZE (INCHES)	SPECIES	REMOVED	RETAINED
1	26	HACKBERRY		X
2	27	HACKBERRY		X
3	32	HACKBERRY		X
4	29	SYCAMORE		X
5	28	SYCAMORE		X
6	34	UNIDENTIFIED		X
7	28	HACKBERRY		X
8	30	HACKBERRY	X	
9	70	MAPLE	X	
10	51	HACKBERRY	X	
11	38	HACKBERRY	X	
12	28	HACKBERRY	X	
13	30	HACKBERRY	X	
14	35	HACKBERRY	X	
15	27	SYCAMORE	X	
16	39	RED CEDAR	X	
17	41	RED CEDAR	X	
18	30	CHERRY	X	
19	36	MAPLE	X	
20	26	RED CEDAR	X	
21	25	HACKBERRY	X	
22	33	HACKBERRY	X	
23	36	HACKBERRY	X	
24	33	HACKBERRY	X	
25	39	OAK	X	
26	27	ELM	X	
27	36	WALNUT	X	
28	33	HACKBERRY	X	
29	34	HACKBERRY	X	
30	33	HACKBERRY	X	
31	34	HACKBERRY	X	
32	38	HACKBERRY	X	
33	34	HACKBERRY	X	
34	28	HACKBERRY	X	
35	35	HACKBERRY	X	
36	41	HACKBERRY	X	
37	33	HACKBERRY	X	
38	40	HACKBERRY	X	
39	30	HACKBERRY		X

TOTAL NUMBER OF INCHES REMOVED	1093
NUMBER OF REPLACEMENT INCHES REQUIRED	2186

SITE DATA CHART

PROJECT NAME: BROWNLAND FARM PD SUBDIVISION
PROJECT NUMBER: 7478
ADDRESS: HILLSBORO ROAD

PARCEL(S):
MAP 63, PARCEL 2.00
MAP 63, PARCEL 2.01
MAP 63, PARCEL 2.02
MAP 52, PARCEL 7.00
MAP 52O, GROUP A, PARCEL 27.00

ACREAGE / SF OF SITE: 233.64 AC

BASE ZONING:
AGRICULTURE
CIVIC AND INSTITUTIONAL

PROPOSED ZONING: PD (1.52)
ZONING OVERLAYS:
SCO - SCENIC CORRIDOR OVERLAY
FWO - FLOODWAY OVERLAY
FFO - FLOODWAY FRINGE OVERLAY

BUILDING TYPES APPLIED:
SINGLE FAMILY HOMES
TOWNHOMES
MULTIPLEX
DUPLEX

FRONTAGE TYPES APPLIED:
YARD FRONTAGE (SINGLE FAMILY, DUPLEX AND MULTI-PLEX)
URBAN FRONTAGE (TOWNHOMES)

LOT WIDTHS, SIZES, UNIT COUNT:

100' SIDE-LOADED - APP. 3.18 AC:	8
85' SIDE-LOADED - APP. 3.75 AC:	13
65' FRONT-LOADED - APP. 5.33 AC:	24
56' FRONT-LOADED - APP. 0.87 AC:	5
45' ALLEY-LOADED - APP. 14.72 AC:	99
40' ALLEY-LOADED - APP. 4.74 AC:	40
24' TOWNHOME - APP. 6.20 AC:	86
MULTI-PLEX UNITS APP. 3.31 AC:	60
DUPLEX 2.72 AC:	20
EXISTING HOUSE TO REMAIN:	1
TOTAL UNITS:	356

PARKLAND DEDICATION:
356 UNITS X $4,304= $1,532,224
25% NON REIMBURSABLE: $383,056
75% POSSIBLE REIMBURSEMENT: $1,149,168

SETBACKS:

100' SIDE-LOADED
FRONT: 60'
SIDE: 15'
REAR: 30'

85' SIDE-LOADED
FRONT: 10'
SIDE: 7.5'
SIDE STREET: 10'
REAR: 20'

65' FRONT-LOADED
FRONT: 10'
SIDE: 7.5'
SIDE STREET: 10'
REAR: 20'

56' FRONT-LOADED
FRONT: 10'
SIDE: 7.5'
SIDE STREET: 10'
REAR: 20'

45' ALLEY-LOADED
FRONT: 10'
SIDE: 5'
SIDE STREET: 10'
REAR: 22'

40' ALLEY-LOADED
FRONT: 10'
SIDE: 5'
SIDE STREET: 10'
REAR: 22'

24' TOWNHOME:
FRONT: 10'
SIDE: 5'
INTERNAL: 0'
SIDE STREET: 10'
REAR: 20'

MULTIPLEX:
FRONT: 10'
HILLSBORO ROAD FRONT: 80'
SIDE: 15'
SIDE STREET: 15'
REAR: 5'

DUPLEX
FRONT: 10'
SIDE: 5'
SIDE STREET: 20'
REAR: 22'

MAX BUILDING HEIGHT: 2.5-STORY

PERMITTED USES:
SINGLE-FAMILY DETACHED
TOWNHOMES
MULTIPLEX
DUPLEX
AGRICULTURE

MINIMUM REQUIRED LSA: 20% (46.7 AC)
PROVIDED LSA: 20% (46.7 AC)

OPEN SPACE REQUIRED: 5% (508,563 SF)
OPEN SPACE PROVIDED: 5% (512,445 SF)
NATURAL AREA REQUIRED: 10% (1,017,126 SF)
NATURAL AREA PROVIDED: 16.5% (1,682,774 SF)

TREE CANOPY: 50.19 AC
RETENTION ACREAGE REQUIRED: 48% (24.09 AC)
RETENTION ACREAGE PROVIDED: 169% (40.70 AC)

PARKING REQUIRED (BY USE):

SINGLE FAMILY DETACHED (2/UNIT):	380
24' TOWNHOMES (3BR - 3/UNIT):	258
MULTIPLEX (2BR - 2.5/UNIT):	150
DUPLEX (2 BR - 2.5/UNIT)	50
TOTAL PARKING REQD:	838

PARKING PROVIDED (BY USE):

SINGLE FAMILY DETACHED (SIDE-LOADED):	4/LOT (2 GARAGE, 2 TANDEM):	84
SINGLE FAMILY DETACHED (FRONT-LOADED):	4/LOT (2 GARAGE, 2 TANDEM):	116
SINGLE FAMILY DETACHED (ALLEY-LOADED):	4/ LOT (2 GARAGE, 2 TANDEM):	556
24' TOWNHOMES (ALLEY-LOADED):	3/UNIT (3 GARAGE):	258
MULTIPLEX (ALLEY-LOADED):	4/ LOT (2 GARAGE, 2 TANDEM):	240
DUPLEX (ALLEY-LOADED):	4/ LOT (2 GARAGE, 2 TANDEM):	80
SURFACE PARKING:		133
ON-STREET PARKING:		166
TOTAL PARKING PROVIDED:		1,633

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED
LANDSCAPE ARCHITECT

Revision Date
1 _____
2 _____
3 _____
4 _____

OVERALL TREE PRESERVATION

SHEET
LI.0

COF # 7478



KEY

PRESERVED CANOPY

- PRESERVED CANOPY
- REMOVED CANOPY
- SPECIMEN TREES REMOVED
- SPECIMEN TREES RETAINED

N

0 200 400 600

THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE REGISTERED LANDSCAPE ARCHITECT TENNESSEE 2332

Revision Date

- △ _____
- △ _____
- △ _____
- △ _____

ENLARGED TREE PRESERVATION

SHEET
LI.1

COF # 7478



KEY

PRESERVED CANOPY

- PRESERVED CANOPY
- REMOVED CANOPY
- SPECIMEN TREES REMOVED
- SPECIMEN TREES RETAINED

N

0 200 400 600

THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED
LANDSCAPE ARCHITECT

Revision Date

ENLARGED TREE PRESERVATION

SHEET
L1.2

COF # 7478





1 A1.0 — 85'-100' SIDE-LOADED ELEVATION — N.T.S.





2 A1.0 — 65' FRONT-LOADED ELEVATION — N.T.S.







3 A1.0 — 40' SINGLE FAMILY - ALLEY LOADED ELEVATION — N.T.S.



4 A1.0 — MULTI-PLEX ELEVATION — N.T.S.



5 A1.0 — 20' & 22' TOWNHOMES ELEVATION — N.T.S.

The home elevations shown here are representative of the homes planned for Brownland. They are the basis for design review by the City of Franklin at the time of Site Plan Submittal. Based on my professional experience, the plans presented meet or exceed the design standards set forth by the City of Franklin.

Greg Gamble, Registered Landscape Architect.

SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
LAND SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE — REGISTERED — TENNESSEE — LANDSCAPE ARCHITECT — 242

Revision Date

TYPICAL ARCHITECTURE

SHEET
A1.0

COF # 7478

HISTORIC FRANKLIN TENNESSEE

MEMORANDUM

DATE: September 7, 2021

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Assistant City Administrator
Paul Holzen, Director of Engineering
Jimmy Wiseman, Assistant Director of Engineering

SUBJECT: Brownland Farms – Floodplain/Floodway Manipulation Summary

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The proposed development of Brownland Farms has numerous challenges associated with floodway and floodplain. To maximize the development potential of the property, the developer is proposing to manipulate the floodway and floodplain. Flood plain alterations are allowed within Title 23 of the City of Franklin Municipal Code. Alteration within the floodplain shall not cause a net decrease in flood storage capacity below the project's 100-year floodplain elevation unless it is shown that the proposed alteration or filling will not cause an increase in the regulatory flood level (100-year event), increase velocities, or aggravate flooding on other properties and will not unduly restrict flood flows. In addition, developers are required to provide compensatory cut in the amount of 150 percent (1.5:1) for all fill in floodplains.

To manipulate floodway and floodplain within the City of Franklin, an applicant is required to hire a Tennessee licensed professional engineer qualified to perform Hydrologic and Hydraulic (H&H) studies. In the case of Brownland Farms Development, the applicant hired BARGE Design Solutions to complete an H&H study. In addition to consulting with BARGE Design Solutions, the developer, at the request of the City of Franklin, hired Civil and Environmental Consultants, Inc. to provide a peer review of the H&H study. City engineering staff has no objections to this study.

The existing floodway and plain between Hillsboro Road and the downstream end of the property includes an east split, west split and the main Harpeth River conveyance. These splits are commonly associated with sharp bends along the main conveyance of a river or stream where discharge can leave the main channel and enter again at some point further downstream. The developer is proposing to improve the flow along the main Harpeth River conveyance to allow for the elimination of the west split. This engineered solution helps to maximize the development potential of the property. As required by municipal code, the developer is required to provide 150 percent compensatory cut to fill within the flood plain. Currently, the developer is proposing to fill 213,854 CY of material and will be required to cut a minimum of 320,781 CY (1.5 x 213,854 CY) of material. The developer is proposing to cut 348,007 CY of material from the floodplain. This will create an additional 27,000,000 gallons of storage. The material cut within the floodplain is often used to fill across the site and maximize the amount of developable land. As shown in the BARGE Design H&H study, the proposed development will lower the

effective water surface elevation across the proposed property and has no adverse effect. It should be noted that the H&H study shows very little benefit outside of the project limits and will only lower the upstream water surface elevation by .02' (approximately ¼") and will have no impact on the downstream water surface elevation.

In summary, staff has no objections to the H&H study completed by BARGE Design and reviewed by Civil and Environmental Consultants, Inc. The proposed engineering of the floodway and floodplain simply allows the developer to maximize the development potential of the property. The improvements provide little to no benefit outside the limits of the development project. While the floodway and floodplain are an important part of this development, the Board of Mayor and Aldermen should focus its discussion on the merits of the development and how it conflicts with sections of Envision Franklin and feedback obtained from the general public.

Total floodplain acres disturbed: 53 +/- acres

Total units planned in existing floodplain: 332 units (70% of total)

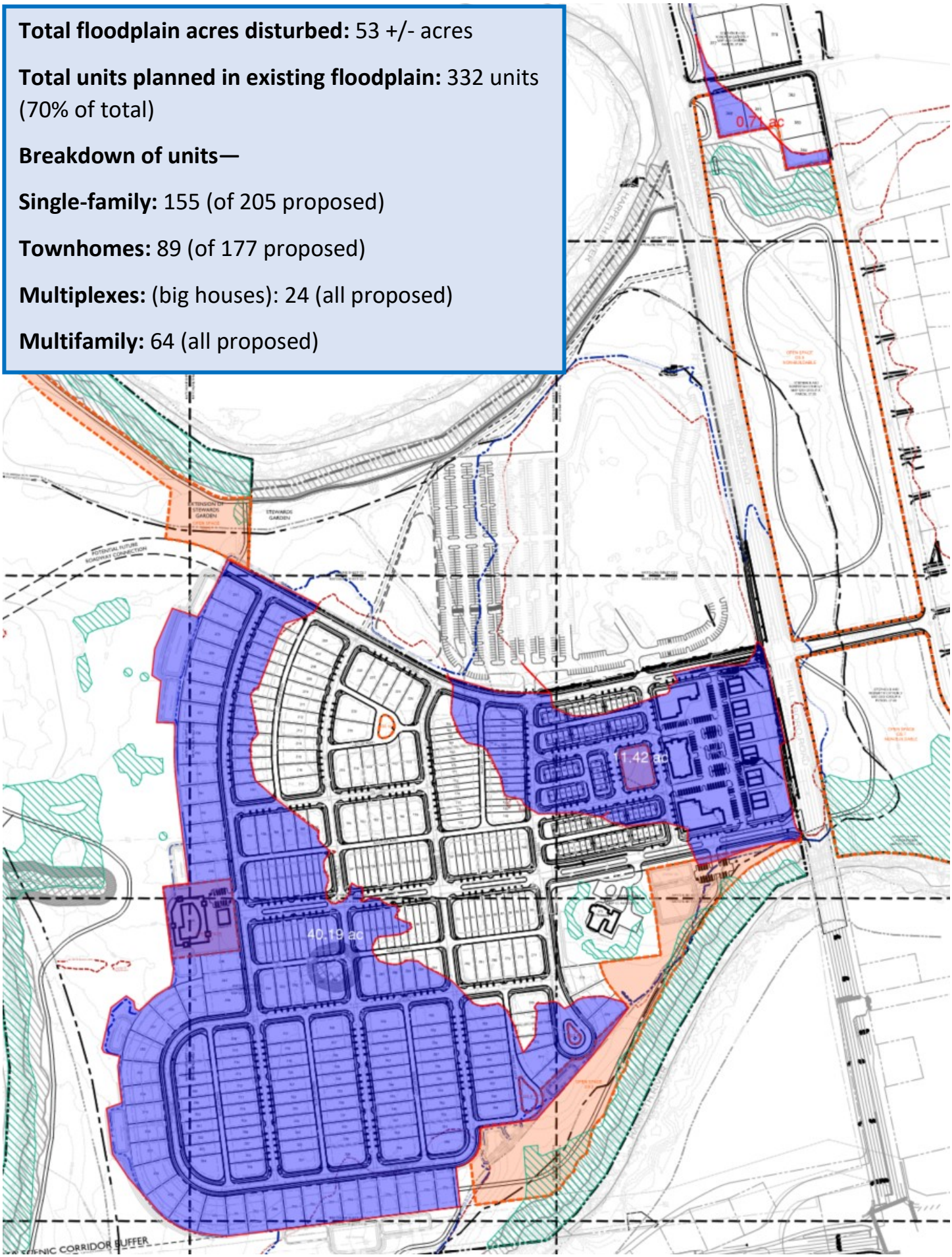
Breakdown of units—

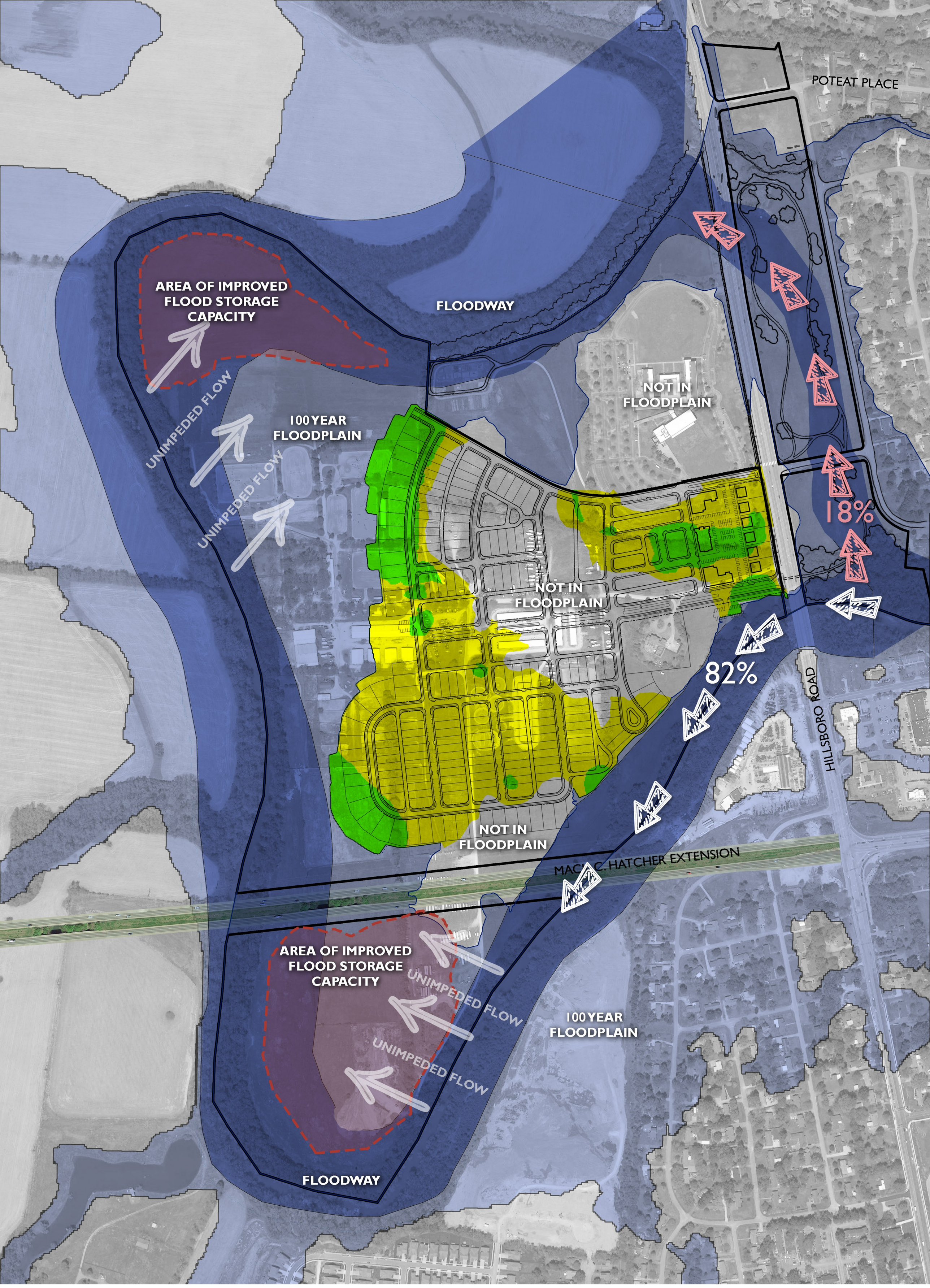
Single-family: 155 (of 205 proposed)

Townhomes: 89 (of 177 proposed)

Multiplexes: (big houses): 24 (all proposed)

Multifamily: 64 (all proposed)





N

0 200 400

GRAPHIC SCALE

BROWNLAND FARM

IMPROVED PROPERTY CONDITIONS

JUNE 24, 2021

GDC gamble design collaborative

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02395

DATE: February 22, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks

SUBJECT:

Consideration Of COF Contract No. 2021-0045, Parkland Impact Fee And Construction Agreement Between The City Of Franklin And Miles River Partners, LLC Known As Brownland Farms.
WS 7/14/21
BOMA 9/14/21, 7-0 Defer to 10/12/21; 10/12/21, 8-0 to Refer to staff

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Parkland Impact Fee and Construction Agreement Between The City Of Franklin And Miles River Partners, LLC Known As Brownland Farms.

BACKGROUND/STAFF COMMENTS:

Miles Rivers Partners, LLC originally intended to build 471 dwelling units in 2021 and, with the new development plan, has revised the dwelling unit count to a proposed 356-dwelling units in quadrant (1) one. The Owner intends to develop or cause the development of parkland amenities consisting of 15,000 LF Greenway Trails and appurtenances on approximately 233.66 acres. The Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City's Parkland Dedication Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405, "Ordinance") which equals to Four Thousand Three Hundred Four Dollars ($4,304.00) per dwelling unit; and the total Parkland Impact Fee the development of Brownland Farms is One Million, Five Hundred Thirty- Two Thousand, Two Hundred Twenty-Four and 00/100 Dollars ($1,532,224.00).

Miles Rivers Partners, LLC shall pay Twenty-Five percent (25%), which is Three Hundred Eighty-Three Thousand Fifty-Six and 00/100 Dollars ($383,056.00) of the Total Parkland Impact Fee obligation at the recording of the first final plat or the issuance of the first building permit when a plat is not required for any property that includes a structure with dwelling units. The remaining Seventy-Five percent (75%) shall be paid per permit in the pro-rated amount of Three Thousand Two Hundred Eighty-Eight Dollars ($3,228.00) until such time the total obligation has been satisfied.

The owner has agreed to construct the Public Parkland Project shown and described in Exhibit A and B (attached).

FINANCIAL IMPACT:

The financial impact of COF Contract No. 2020-0045 for Miles Rivers Partners, LLC is One Million, Five Hundred Thirty- Two Thousand, Two Hundred Twenty-Four and 00/100 Dollars ($1,532,224.00). The development will pay (25%) twenty-five percent to the City of Franklin for a community park improvement in quadrant 1 and will be eligible for an off-set up to (75%) seventy-five percent for public park improvements open to the community.

Description	Quantity	Percent Offset Allowed	Units	Cost/Unit
Proposed Units	356		Units	$4,304.00
Minimum Parkland Fee Payment:		25%		
Maximum Parkland Off Set Eligibility:		75%		

Parkland Reimbursement Cost

Key	Description	Quantity	Notes	Units	Cost/Unit
Design/Planning/Engineering (Professional Services)					
	Landscape Architect Design Fees, Project Constrution Administration Fees, Misc.			1	5% Allowance
	Engineering / Architect Design Fees, Project Administration Fees, Misc.			1	5% Allowance
Public Parkland, 100% Reimbursement [Public Access, Public Maintained]					
N/A	None Proposed				
Public/Private Parkland, 75% Reimbursement [Public Access Easement, Privately Maintained]					
Multi-Use Trail Construction Cost Offsets					
	Linear Feet of 12' Asphalt Trail			12,295	$110/LF
	Linear Feet of Concrete Trail (along Hillsboro Road) *(12' Concrete Trail - 5' Required Sidewalk = 7' Additional SW Trail)*			2,105	$75/LF
	Additional Amenities: Lighting, Landscape, Irrigation, Benches, Trail Signage, Parking				Lump Sum
Multi-Use Trails Land Dedication Offsets					
	Maximum Land Available for Offset based on Level of Service		1 Ac. Per 69.41 Units	5.13	AC
	Land Dedication for Trail System (Asphalt Trail)		22' per LF of Trail	6.21	AC
	Land Dedication for Trail System (Concrete Trail)		10' per LF of Trail	0.48	AC
	Land Dedication Offset		$45,757 / Acre (Floodplain)	5.13	AC
					Total Design Fees
					Total Public/Private Parkland Construction Cost:
					Total Public/Private Parkland Land Cost:
					Total Public/Private Parkland Cost (Design + Construction + Land):
					Total Potential Public/Private Parkland Reimbersement [75%]:

Parkland Offset Summary

Total Parkland Impact Fees	
Maximum Parkland Offset Eligibility (Max 75% of Total Parkland Impact Fee):	
Total Proposed Parkland Expenditure	
Minus Maximum Parkland Offset Eligibility	
Surplus Parkland Expenditure	

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2021-0045.

PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT BETWEEN THE CITY OF FRANKLIN AND MILES RIVER PARTNERS, LLC

CONTRACT NO.2021-0045

PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT (this "Agreement"), made and entered into this____day of _____ 2022 by and between THE CITY OF FRANKLIN, TENNESSEE ("City") and Miles River Partners, LLC, developer of that certain land known as Brownland Farm in Williamson County, Tennessee, as more particularly described in Exhibit A attached hereto ("Owner") pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code.

WITNESSETH:

WHEREAS, Owner is in the process of developing Williamson County Property Tax Assessor's, Map 063- Parcel 00201 ("Development Project"), located in Parkland Quadrant 1 of the City, consisting of 356 Dwelling Units on the property known as Brownland Farm; and

WHEREAS, Owner intends to develop or cause the development of appurtenances and parkland amenities ("Parkland Project") consisting of 15,000 LF Greenway Trails on approximately 233.66 acres, all as more particularly shown and described on Exhibit A and B; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City's Parkland Dedication Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405, "Ordinance"); and

WHEREAS, the Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars ($4,304.00) per dwelling unit; and

WHEREAS, the total Parkland Impact Fee for Owner is ONE MILLION FIVE HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED TWENTY-FOUR and 00/100 Dollars ($1,532,224.00); and

WHEREAS, Owner shall pay Twenty-Five percent (25%) which is Three Hundred Eighty-Three Thousand Fifty-Six and 00/100 Dollars ($383,056.00) of the Total Parkland Impact Fee obligation at the recording of the first final plat or the issuance of the first building permit when a plat is not required for any property that includes a structure with dwelling units, and the remaining Seventy-Five percent (75%) shall be paid per permit in the pro-rated amount of Three Thousand Two Hundred Eighty-Eight and 00/100 ($3,228.00) until such time the total obligation has been satisfied; and

WHEREAS, Owner has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project. The estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director, or designee, on January 11, 2022 to be ONE MILLION, ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED SIXTY-EIGHT and 00/100 Dollars ($1,149,168); and

WHEREAS, Owner has agreed to construct the Public Parkland Project as illustrated on Exhibit A and B and described in detail below for the future enjoyment of the public free of charge, subject to the terms and conditions set forth herein; and

WHEREAS, the Parkland Project as illustrated in Exhibit A and B shall undergo further design and development which may change the size and location of the amenities as currently shown. However, the Projects shall not be altered in any way that modifies the nature and type of use as contemplated in this Agreement as of the date hereof, without the express prior written consent of the City (which shall not be unreasonably withheld, conditioned, or delayed).

NOW, THEREFORE, in consideration of the terms, conditions, and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT FOR PARKLAND CONSTRUCTION AND DEDICATION

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.

2. Owner agrees to and has attached all pertinent exhibits to this contract prior to the first submittal of this Agreement to the City for review. Owner further understands that failure to provide all pertinent exhibits prior to the first submittal of this Agreement for review will result in a delay in the agreement approval process.

3. Owner agrees to provide the City of Franklin with a Certificate of Liability Insurance evidencing General Liability insurance at $1,000,000 per occurrence and $2,000,000 aggregate limits that shall reflect the City of Franklin as Certificate Holder. Owner shall provide this Certificate of Liability Insurance prior to the signing of this agreement and shall provide an updated Certificate of Liability Insurance as General Liability insurance renews or changes throughout the term of this Agreement.

4. The total estimated cost of land and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to construct the Projects is $1,960,303.41, as more particularly described in Exhibit C, and the estimated total offset to Owner is $1,149,168.00 upon submittal and approval of supporting documentation. Costs for the Private Parks Open to the Public shall be valued at Seventy-Five Percent (75%) of the total costs. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the development.

5. As provided in Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does not exceed the total Parkland Impact Fees due for the Development Project.

6. Owner shall be responsible for that location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocation or protecting public utilities.

7. All improvements, uses, and activities shall comply with the policies established by the City of Franklin Zoning Ordinance and Municipal Code and with the terms and conditions of this agreement.

8. Upon Completion, and prior to acceptance, of the Parkland Project improvements, Owner shall provide reasonable documentation for all such costs and provide notarized release of liens.

9. Naming Rights. The policy of the City is to reserve naming or renaming of city assets to those circumstances which tradition and practice have shown to best serve the interest of the City and assure a worthy and enduring legacy for the City.

10. Organized Events. If an event requires a Special Event Permit, Owner or the sponsoring entity must obtain the permit from the City prior to the even occurring on the Parkland Project area.

11. Final as-built plans shall be submitted immediately following completion of construction activities. If the project is developed in phases, as-built plans for each phase shall be submitted once the work is complete in that phase. Acceptance of Parkland dedication and construction projects will not be issued until satisfactory as-built plans have been approved by the Parks Department Director and the City Engineer. All aspects of the project that have been affected by construction shall be verified and appear on the as-built plans. This would include, but is not limited to the following items:
    - All property lines and easements
    - New and Existing structures (include restrooms, playground equipment, trail/multi-use paths, trail heads, pavilions, pools, etc.)
    - Location of all "as-built" work with station and offsets
    - Height and location of all fences, walls, screens, trees, and hedges over 42" tall
    - All commercial driveways, paved areas, and required parking spaces
    - All concealed components with station and offsets (include known buried cables, utilities, drainage structures, etc.)
    - All utilities
    - File formats shall be in a *.PDF along with either *.DWG, *.DXF, *.DGN, or AutoCADr14
    - Two paper sets

    *Note: on all sheets referencing the Tennessee State Plane Coordination System, Zone 5301, Fipszone 4100; NAD 83 datum.

    Concealed components will require documented proof to be submitted with the as-built plans in the form of a certified construction log that has been generated by the design engineer. As-built plans are required to be endorsed by a Tennessee registered professional engineer and or a registered land surveyor.

12. Barring force majeure or weather delays, Owner agrees, upon thirty (30) days written notice from the City, to remove, maintain, repair, or replace trees, landscaping, and trail damage as described herein that may require reasonable removal, maintenance, repair, or replacement. The City reserves the right to assess the health of trees and landscaping, and the condition of the Public Parkland Project and whether trees, landscaping, and Parkland Project improvements must be replaced and maintained. If no remedy is made within the specified time, the City reserves the right to remove all affected trees and landscaping and repair the area with notice to Owner and at the sole cost and expense of Owner. Owner shall submit payment

for full cost and expense incurred by the City within forty-five (45) days of the date of the invoice.

13. In the case of emergency situations where an unplanned disturbance of the trees, landscaping, and/or the Parkland Project occurs due to natural disaster, the City will perform emergency infrastructure repairs or conduct a public safety/emergency response. The City will minimize the disturbance to the extent feasible and will act swiftly for the purposes of public health, safety, and welfare. The City will bring the sit back to substantially similar condition as soon as practicable, subject to budgetary constraints, other priorities that serve the public health, safety, and welfare, seasonal limitations for replacement or planting, and weather delays.

14. The Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.

15. This Agreement is non-transferable to the successors or assigns of Owner unless the successor assumes the same obligations of Owner in writing. Any assignment, in whole or in part, shall be provided to the City within fifteen (15) days after the transfer of the Development Project and must be approved by the City's Board of Mayor and Aldermen.

16. Owner shall exercise the rights, privileges, and permission granted herein at Owner's own risk. Owner shall not claim any damages from the City for any injuries or damages, including death, due to the exercise of such rights, privileges, or permission or the condition or use of the non-exclusive, all-access public easement. Owner shall not be precluded from damages directly resulting from the gross negligence or willful misconduct by the City and its Mayor, Aldermen, officers, employees, officials, and agents. Owner shall indemnify and hold harmless the City, its Mayor, Aldermen, officers, employees, officials, and agents, from and against all claims, actual damages, actual losses, and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected with the failure of Owner to comply with any of the provisions herein, or with the City's direction to remove and/or maintain any trees, landscaping, or portions of the Parkland Project depicted in Exhibits A and B. The City shall not be liable to Owner should Owner's use of the property be hindered or disturbed. The City will not be liable to Owner for any reason not specifically stated herein.

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

18. Applicable Law/Choice of Forum and Venue. 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.

19. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:	In the case of Owner:
City of Franklin	Miles River Partners, LLC
Attn: Mark Hilty, ACA	Attn: Mike Bradley
109 Third Ave. South	2925 Berry Hill Dr.
P.O. Box 305	2nd Floor
Franklin, TN 37065-0305	Nashville, TN 37204

20. This agreement shall be recorded with the Williamson County Register of Deeds with a copy maintained in the City Recorder's office in City Hall, 109 Third Avenue South, Franklin, TN 37064. Upon completion of this agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.

21. This Agreement constitutes the entire agreement between the parties. There are other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only be an instrument of equal formality signed by the respective parties.

II. General Terms and Conditions

1. Personal Liability.
No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Owner or successor or on any obligations hereunder; provided, however, the City shall remain liable to Owner for its gross negligence and willful misconduct. The City shall only look to Owner and the Development Project for the enforcement of Owner's obligations hereunder. None of the trustees, officers, directors, employees, members, owners, partners, or shareholders of Owner or any direct or indirect owner of Owner shall have any personal liability for any of the liability or obligations of Owner in connection herewith.

2. Warranties /Limitation of Liability/Waiver.
The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Owner to limit its liability shall be void and unenforceable.

3. Severability.
If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

[Signature pages follow next]

IN WITNESS WHEREOF the said parties have hereunto set their signatures, on this day and date first above written.

CITY OF FRANKLIN, TENNESSEE **Attest:**

By:_____ By: _____
Dr. Ken Moore, Mayor Eric S. Stuckey, City Administrator

Date:_____ Date:_____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me,_____, a Notary Public of said State and County, personally appeared, Dr. Ken Moore and Eric S. Stuckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and where, upon oath, Dr. Ken Moore acknowledged himself to be Mayor and Eric S. Stuckey acknowledged himself to be City Administrator of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this_____day of_____, 20__.

_____
NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
Maricruz R. Fincher
Staff Attorney

Owner

By:
Name:
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
)
COUNTY OF_____)

On_____, before me, _____
_____, Notary Public, personally appeared_____
_____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of_____
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

APPENDIX A:

EXHIBITS

Exhibit A – Brownland Farms PUD Subdivision
Exhibit B – Trail System
Exhibit C – Construction Estimates



SURVEY METHOD: FIELD RUN
SURVEY DATE: OCT. 2020
SURVEY COMPANY: WILSON & ASSOCIATES

ADDITIONAL OPEN SPACE

TOTAL PROPERTY AREA: 233.64 AC
TOTAL ADDITIONAL OPEN SPACE: 112.72 AC
PERCENTAGE OF OS ADDED: 48.24%

OPEN SPACE REQUIREMENT ZONING ORDINANCE

OVERALL SITE AREA = 10,177,446 SF (233.64 AC)

OPEN SPACE DATA:

OPEN SPACE
REQUIRED - 5% OF TOTAL SITE AREA (508,872 SF / 11.68 AC)
PROVIDED - 5% (516,057 SF / 11.85 AC)

NATURAL AREA
REQUIRED - 10% OF TOTAL SITE AREA (1,017,745 SF / 23.37 AC)
PROVIDED - 16.5% (1,682,774 SF / 38.63 AC)

LOT	TYPE	AREA (SF)
OS 5	NATURAL AREA	621,504
OS 6	NATURAL AREA	760,850
OS 12	POCKET PARK	54,619
OS 13	POCKET PARK	8,685
OS 15	NEIGHBORHOOD AMENITY	39,423
OS 16	POCKET PARK	12,334
OS 18	POCKET PARK	19,165
OS 20	POCKET PARK	6,812
OS 21	POCKET PARK	6,812
OS 22	GREENWAY	368,607

ADDITIONAL OPEN SPACE REQUIRED BY ENVISION FRANKLIN

OS 1	ADDITIONAL OPEN SPACE	37,041
OS 2	ADDITIONAL OPEN SPACE	760,486
OS 3	ADDITIONAL OPEN SPACE	414,711
OS 4	ADDITIONAL OPEN SPACE	262,990
OS 7	ADDITIONAL OPEN SPACE	797,347
OS 8	ADDITIONAL OPEN SPACE	138,281
OS 9	ADDITIONAL OPEN SPACE	35,873
OS 10	ADDITIONAL OPEN SPACE	544,082
OS 11	ADDITIONAL OPEN SPACE	658,168
OS 14	ADDITIONAL OPEN SPACE	35,175
OS 17	ADDITIONAL OPEN SPACE	1,280
OS 19	ADDITIONAL OPEN SPACE	6,733
OS 23	ADDITIONAL OPEN SPACE	12,214

OPEN SPACE REQUIREMENTS HAVE BEEN MET WITH LOTS OS 5, 6, 12, 13, 15, 16, 18, 20, 21 AND 22. OPEN SPACE PLANTINGS REQUIRED AT SITE PLAN ARE TO BE BASED ON SQUARE FOOTAGES SHOWN IN LOTS OS 5, 6, 12, 13, 15, 16, 18, 20, 21 AND 22.

NOTE: OPEN SPACE LOTS WILL SERVE AS PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENTS.

TREE CANOPY RETENTION

OVERALL SITE AREA = 10,177,446 SF (233.64 AC)

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY: 2,184,140 SF; 50.14 AC (21.5% OF SITE)
REQUIRED CANOPY PRESERVATION: 48% (1,048,387 SF; 24.09 AC)

PROVIDED CANOPY PRESERVATION: 41.45 AC; 1,805,766 SF (172% OF REQUIRED)

MINIMUM LOT DIMENSIONS

LOT TYPE	MINIMUM DEPTH	MINIMUM WIDTH
100' SIDE-LOADED	140'	100'
85' SIDE-LOADED	135'	85'
65' FRONT-LOADED	135'	65'
45' ALLEY-LOADED	125'	45'
40' ALLEY-LOADED	125'	40'
DUPLEX	125'	87'
24' TOWNHOME	90'	24'
MULTI-PLEX	90'	75'

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. A WATER MAIN IS LOCATED ALONG HILLSBORO ROAD.
193 SINGLE FAMILY @ 350 GPD = 67,550 GPD
73 TOWNHOMES @ 350 GPD = 25,550 GPD
68 MULTIPLEXES @ 350 GPD = 23,800 GPD
22 DUPLEXES 2BR @ 350 GPD = 7,700 GPD
1 EXISTING HOUSE TO REMAIN @ 350 GPD = 350 GPD
TOTAL = 124,950 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN .

REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE TO THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 2.2 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 1.06 MI (FRANKLIN FIRE STATION 4)
NEAREST RECREATIONAL FACILITY: 0.4 MI (FRANKLIN RECREATION COMPLEX)

PROJECTED STUDENT POPULATION
357 x 0.25 = 90 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY THE CITY OF FRANKLIN

KEY

- PRESERVED CANOPY
- 30' RIPARIAN ZONE '1'
- 30' RIPARIAN ZONE '2'
- 60' RIPARIAN ZONE '1'
- FORMAL OPEN SPACE
- NATURAL AREA
- PRESERVED OPEN SPACE

SITE DATA CHART

PROJECT NAME: BROWNLAND FARM PD SUBDIVISION
PROJECT NUMBER: XXXX
ADDRESS: HILLSBORO ROAD

PARCEL(S): MAP 63, PARCEL 2.00; MAP 63, PARCEL 2.01; MAP 63, PARCEL 2.02; MAP 52, PARCEL 7.00; MAP 52O, GROUP A, PARCEL 27.00

ACREAGE / SF OF SITE: 233.64 AC

BASE ZONING: AGRICULTURE; CIVIC AND INSTITUTIONAL

PROPOSED ZONING: PD (1.53)
ZONING OVERLAYS: SCO - SCENIC CORRIDOR OVERLAY; FWO - FLOODWAY OVERLAY; FFO - FLOODWAY FRINGE OVERLAY

BUILDING TYPES APPLIED: SINGLE FAMILY HOMES; TOWNHOMES; MULTIPLEX; DUPLEX

FRONTAGE TYPES APPLIED: YARD FRONTAGE (SINGLE FAMILY, DUPLEX AND MULTI-PLEX); URBAN FRONTAGE (TOWNHOMES)

LOT WIDTHS, SIZES, UNIT COUNT:

100' SIDE-LOADED - APP. 3.18 AC:	8	
85' SIDE-LOADED - APP. 3.75 AC:	13	
65' FRONT-LOADED - APP. 6.35 AC:	29	
45' ALLEY-LOADED - APP. 15.74 AC:	103	
40' FRONT-LOADED - APP. 4.66 AC:	15	
40' ALLEY-LOADED - APP. 4.66 AC:	25	
24' TOWNHOME - APP. 5.31 AC:	73	
MULTI-PLEX UNITS APP. 3.59 AC:	68	
DUPLEX 2.95 AC:	22	
EXISTING HOUSE TO REMAIN:	1	
TOTAL UNITS:	357	

PARKLAND DEDICATION: 357 UNITS X $4,304= $1,536,528; 25% NON REIMBURSABLE: $384,132; 75% POSSIBLE REIMBURSEMENT: $1,152,396

SETBACKS:

100' SIDE-LOADED
FRONT: 60'
SIDE: 15'
REAR: 30'

85' SIDE-LOADED
FRONT: 10'
SIDE: 7.5'
SIDE STREET: 10'
REAR: 20'

65' FRONT-LOADED
FRONT: 10'
SIDE: 7.5'
SIDE STREET: 10'
REAR: 20'

45' ALLEY-LOADED
FRONT: 10'
SIDE: 5'
SIDE STREET: 10'
REAR: 22'

40' FRONT-LOADED
FRONT: 10'
SIDE: 5'
SIDE STREET: 10'
REAR: 22'

40' ALLEY-LOADED
FRONT: 10'
SIDE: 5'
SIDE STREET: 10'
REAR: 22'

24' TOWNHOME
FRONT: 10'
SIDE: 5'
INTERNAL: 0'
SIDE STREET: 10'
REAR: 20'

MULTIPLEX
FRONT: 10'
HILLSBORO ROAD FRONT: 80'
SIDE: 15'
SIDE STREET: 15'
REAR: 5'

DUPLEX
FRONT: 10'
SIDE: 5'
SIDE STREET: 20'
REAR: 22'

MAX BUILDING HEIGHT: 2.5-STORY

PERMITTED USES:
SINGLE-FAMILY DETACHED
TOWNHOMES
MULTIPLEX
DUPLEX
AGRICULTURE

MINIMUM REQUIRED LSA: 20% (46.7 AC)
PROVIDED LSA: 20% (46.7 AC)

OPEN SPACE REQUIRED: 5% (508,563 SF)
OPEN SPACE PROVIDED: 5% (516,057 SF)
NATURAL AREA REQUIRED: 10% (1,017,126 SF)
NATURAL AREA PROVIDED: 16.5% (1,682,774 SF)

TREE CANOPY: 50.19 AC
RETENTION ACREAGE REQUIRED: 48% (24.09 AC)
RETENTION ACREAGE PROVIDED: 172% (41.45 AC)

PARKING REQUIRED (BY USE):

SINGLE FAMILY DETACHED (2/UNIT):	388
24' TOWNHOMES (3BR - 3/UNIT):	219
MULTIPLEX (2BR - 2.5/UNIT):	170
DUPLEX (2 BR - 2.5/UNIT)	55
TOTAL PARKING REQD:	832

PARKING PROVIDED (BY USE):

SINGLE FAMILY DETACHED (SIDE-LOADED):	4/LOT (2 GARAGE, 2 TANDEM):	84
SINGLE FAMILY DETACHED (FRONT-LOADED):	4/LOT (2 GARAGE, 2 TANDEM):	176
SINGLE FAMILY DETACHED (ALLEY-LOADED):	4/ LOT (2 GARAGE, 2 TANDEM):	512
24' TOWNHOMES (ALLEY-LOADED):	3/UNIT (3 GARAGE):	219
MULTIPLEX (ALLEY-LOADED):	4/ LOT (2 GARAGE, 2 TANDEM):	272
DUPLEX (ALLEY-LOADED):	4/ LOT (2 GARAGE, 2 TANDEM):	88
SURFACE PARKING:		1,351
ON-STREET PARKING:		0
TOTAL PARKING PROVIDED:		1,351

GDC
GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

LAND SOLUTIONS
2525 Perry Hill Drive, Nashville, TN 37214

BROWNLAND FARM
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE
REGISTERED
LANDSCAPE ARCHITECT

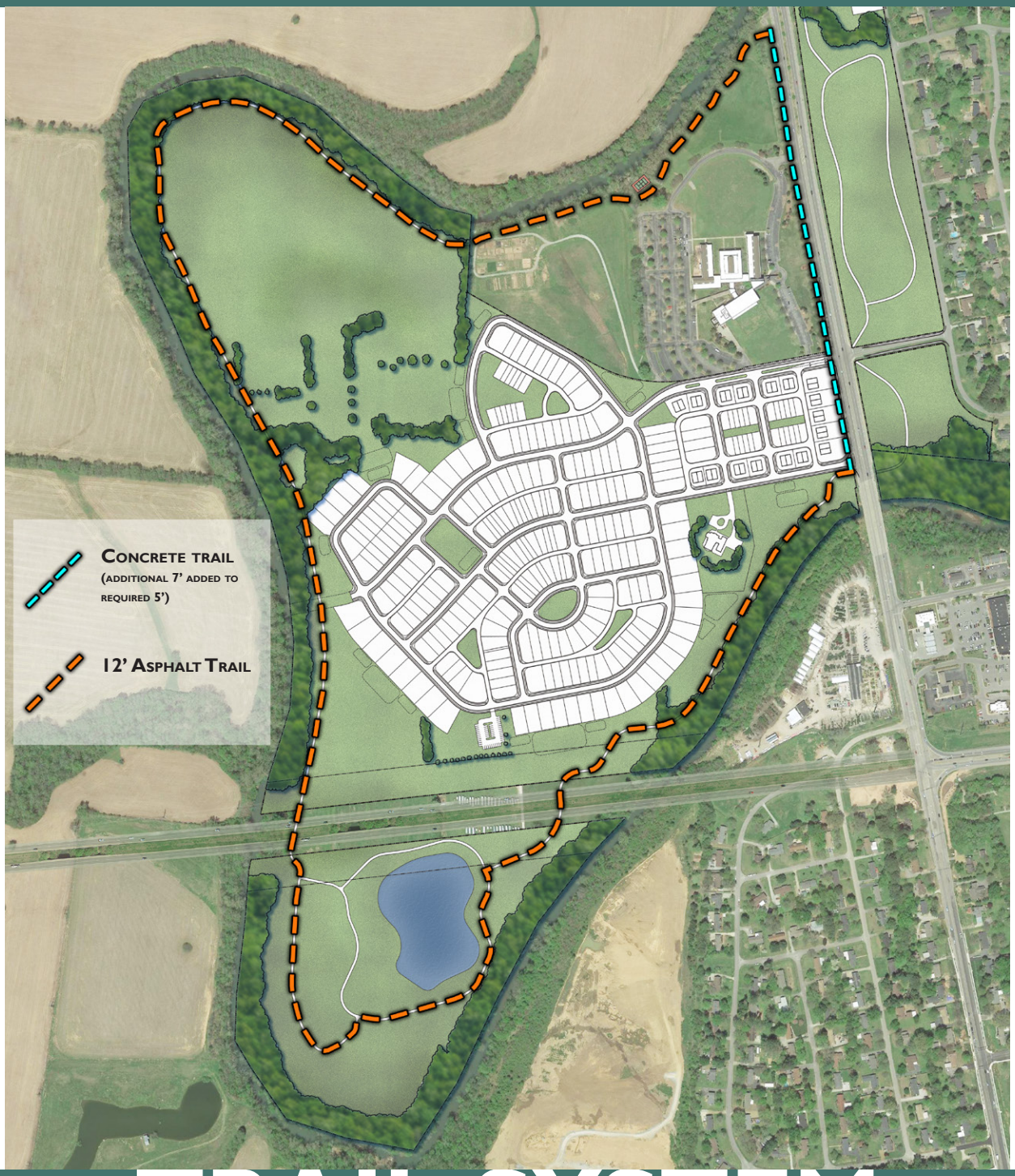
Revision Date
1 _____
2 _____
3 _____
4 _____

DEVELOPMENT PLAN

SHEET
C2.0

COF # XXXX

EXHIBIT B - TRAIL MAP



TRAIL SYSTEM

NEW CITY OF FRANKLIN TRAIL SYSTEM:

14,400 LINEAR FEET OF TRAILS

12' COF ASPHALT TRAIL
12' CONCRETE TRAIL ALONG HILLSBORO ROAD (5' REQUIRED + ADDITIONAL 7' PROVIDED)

OTHER AMENITIES PROVIDED:
LIGHTING
LANDSCAPE
IRRIGATION
BENCHES
TRAIL SIGNAGE

EXHIBIT C - COST ESTIMATES

Description	Quantity	Percent Offset Allowed	Units	Cost/Unit	Impact Fee
Proposed Units	356		Units	$4,304.00	**$1,532,224.00**
Minimum Parkland Fee Payment:		25%			$383,056.00
Maximum Parkland Off Set Eligibility:		75%			$1,149,168.00

Parkland Reimbursement Cost

Key	Description	Quantity	Notes	Units	Cost/Unit	Total
Design/Planning/Engineering (Professional Services)						
	Landscape Architect Design Fees, Project Construtuion Administration Fees, Misc.			1	5% Allowance	**$67,622.50**
	Engineering / Architect Design Fees, Project Administration Fees, Misc.			1	5% Allowance	**$67,622.50**
Public Parkland, 100% Reimbursement [Public Access, Public Maintained]						
N/A	None Proposed					
Public/Private Parkland, 75% Reimbursement [Public Access Easement, Privately Maintained]						
Multi-Use Trail Construction Cost Offsets						
	Linear Feet of 12' Asphalt Trail			12,295	$110/LF	$1,352,450.00
	Linear Feet of Concrete Trail (along Hillsboro Road) *(12' Concrete Trail - 5' Required Sidewalk = 7' Additional SW Trail)*			2,105	$75/LF	$157,875.00
	Additional Amenities: Lighting, Landscape, Irrigation, Benches, Trail Signage, Parking				Lump Sum	$80,000.00
Multi-Use Trails Land Dedication Offsets						
	Maximum Land Available for Offset based on Level of Service		1 Ac. Per 69.41 Units	5.13	AC	
	Land Dedication for Trail System (Asphalt Trail)		22' per LF of Trail	6.21	AC	
	Land Dedication for Trail System (Concrete Trail)		10' per LF of Trail	0.48	AC	
	Land Dedication Offset		$45,757 / Acre (Floodplain)	5.13	AC	$234,733.41

Total Design Fees	$135,245.00
Total Public/Private Parkland Construction Cost:	$1,590,325.00
Total Public/Private Parkland Land Cost:	$234,733.41
Total Public/Private Parkland Cost (Design + Construction + Land):	**$1,960,303.41**
Total Potential Public/Private Parkland Reimbersement [75%]:	$1,470,227.56

Parkland Offset Summary

Total Parkland Impact Fees	**$1,532,224.00**
Maximum Parkland Offset Eligibility (Max 75% of Total Parkland Impact Fee):	**$1,149,168.00**
Total Proposed Parkland Expenditure	**$1,960,303.41**
Minus Maximum Parkland Offset Eligibility	**$1,149,168.00**
Surplus Parkland Expenditure	**$811,135.41**

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02751

DATE: January 20, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Resolution 2022-03, A Resolution Initiating The Annexation Process And Draft Plan Of Services For 17.25 Acres, Located East Of Lewisburg Pike And South Of Goose Creek Bypass. Establishing A Public Hearing For April 12, 2022.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2022-03, Initiating the Annexation Process and Draft Plan of Services for 17.25 acres located East of Lewisburg Pike and South of Goose Creek Bypass and establishing a Public Hearing for April 12, 2022.

Project Information
Applicant: Greg Gamble, Gamble Design Collaborative
Owner: Hae Kwan Hwang

BACKGROUND/STAFF COMMENTS:
The property being considered is East of Lewisburg Pike and South of Goose Creek Bypass. It is contiguous to the City limits and is within the City's Urban Growth Boundary (UGB). This property was identified in a high priority growth area based on a study done in 2016 and presented to the Board of Mayor and Aldermen. The subject property is within the Single-Family Residential Design Concept as defined by the Envision Franklin Land Use Plan. It is the intention of the applicant to develop the property with single-family lots comparable in size to those in the area. The Meadows and Villages of Southbrooke development is adjacent to this land along its south border.

A draft Plan of Services is included as an attachment. The Plan of Services outlines how the City will serve the property requesting annexation and any additional infrastructure that would be required for new development. In terms of servicing the property, City of Franklin Project Number 2775 resulted in sanitary sewer being extended across Goose Creek By-Pass through part of this property and onto the adjacent Daily's property. The plans call out the future extension of the sewer by others. The applicant will need to meet with Water Management Department staff at the appropriate time to

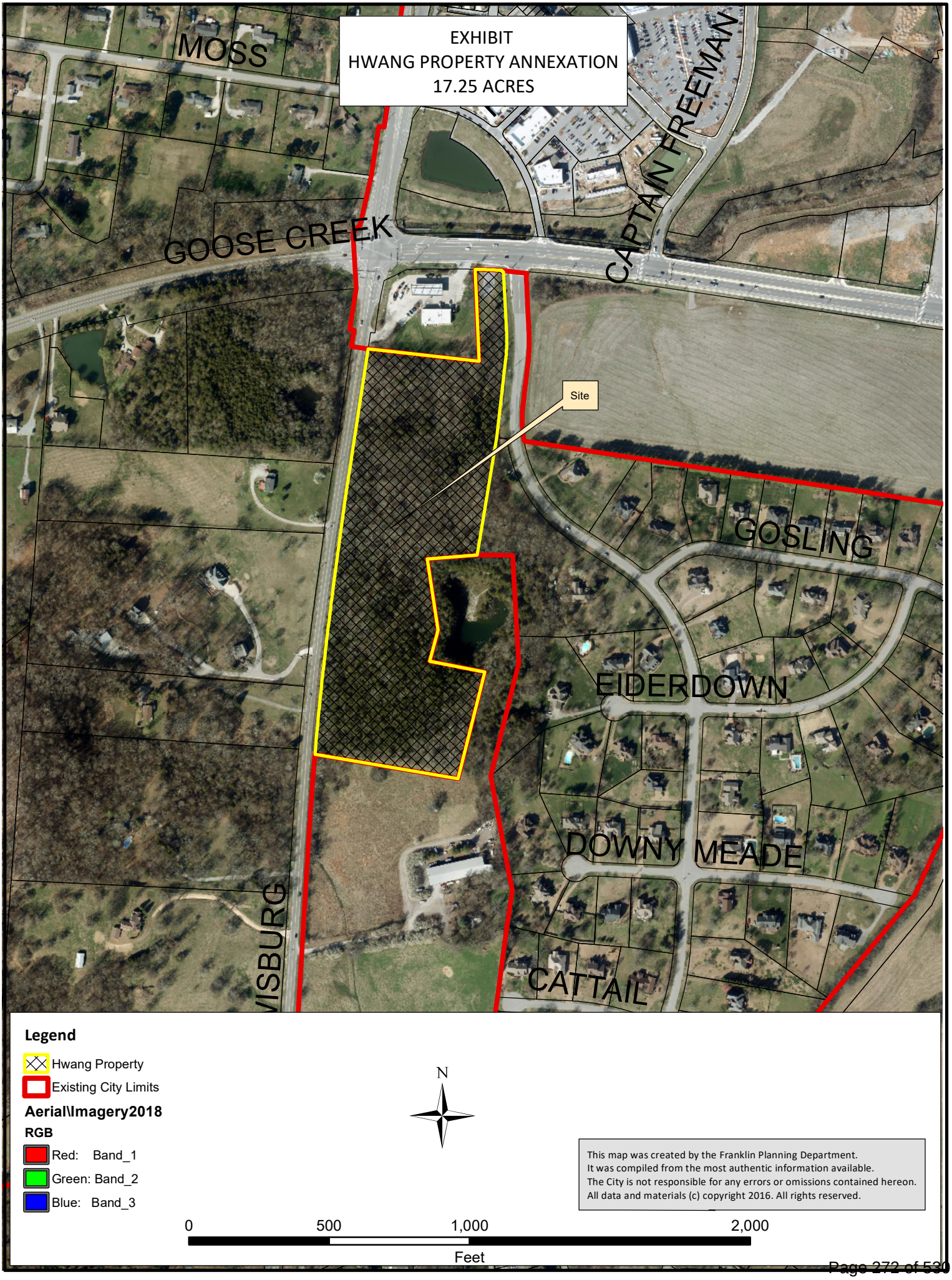
determine the optimal layout for this extension. Also, this property includes future roadways listed on the Major Thoroughfare Plan, specifically Lewisburg Pike.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-03.


EXHIBIT
HWANG PROPERTY ANNEXATION
17.25 ACRES
MOSS
GOOSE CREEK
CAPTAIN FREEMAN
Site
GOSLING
EIDERDOWN
DOWNY MEADE
CATTAIL
VISBURG
Legend
Hwang Property
Existing City Limits
Aerial\Imagery2018
RGB
Red: Band_1
Green: Band_2
Blue: Band_3
N
0
500
1,000
2,000
Feet
This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2016. All rights reserved.

RESOLUTION 2022-03

CONSIDERATION OF INITIATING THE ANNEXATION PROCESS AND DRAFT PLAN OF SERVICES, FOR THE ANNEXATION OF 17.25 ACRES, LOCATED EAST OF LEWISBURG PIKE AND SOUTH OF GOOSE CREEK BYPASS.

WHEREAS, Hae Kwan Hwang, ("Owner") owner of property located East of Lewisburg Pike and South of Goose Creek Bypass ("Property") petitioned the Board of Mayor and Aldermen ("BOMA") of the City of Franklin, Tennessee ("City"), to annex the Property adjoining the City limits and located within the Franklin Urban Growth Boundary ("UGB"); and

WHEREAS, it is believed it is in the best interest of the City to further investigate the area petitioned to be annexed in order to consider the area for future development in accordance with City standards; and

WHEREAS, this resolution shall not bind the City to later annex the Property; and

WHEREAS, *Tennessee Code Annotated* (T.C.A.) § 6-51-102, as amended, requires that a Plan of Services be adopted by a municipal governing body prior to the passage of an annexation resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. That the Property to be further considered by the Franklin Municipal Planning Commission and the Board of Mayor and Alderman is located East of Lewisburg Pike and South of Goose Creek Bypass, as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
117-19.03	17.25
Total	17.25

SECTION II. That the attached Draft Plan of Services hereto as Exhibit B shall provide guidance to the Board of Mayor and Alderman on how the Property would be served by City resources but is not binding on final annexation.

SECTION III. That the Draft Plan of Services shall be studied by City staff and amended as needed during the study before final presentation to the Franklin Municipal Planning Commission and BOMA.

SECTION IV. **BE IT RESOLVED** by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Resolution shall take effect from and after its passage.

ATTEST:

By: _____
Eric Stuckey
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

The Property is located East of Lewisburg Pike and South of Goose Creek Bypass, contiguous to the City limits, within of the Urban Growth Boundary, and as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
117-19.03	17.25
Total	17.25

A. Water

1. The Property is located within the HB&TS service area.
2. Water availability shall be approved and provided through the City of Franklin prior to annexation.
3. The Owner shall be required to provide adequate fire flow and pressure to the Property.

ISSUES TO CONSIDER:

- **N/A**

B. Reclaimed Water

1. According to the City of Franklin's Municipal Code, reclaimed water systems shall be extended to a development if the development is located within 1,000 feet of an existing reclaimed water line.
2. In the case of this Property, it is not within the City of Franklin's water district. For this reason, reclaimed water will not be required to be extended to the Property.

ISSUES TO CONSIDER:

- **N/A**

C. Wastewater

1. The Property lies within the Goose Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The Owner shall be required to extend the sanitary sewer main to the farthest point of their property to provide service to the Property and allow access for the properties beyond that can also be served with sanitary sewer.
3. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
4. The Owner shall be required to provide Engineering design, construction, easements, rights-of-way and the costs associated with the on-site sanitary sewer infrastructure required to serve the development of this Property.
5. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.

ISSUES TO CONSIDER:

- *City of Franklin Project Number 2775 resulted in sanitary sewer being extended across Goose Creek By-Pass through part of this property and onto the adjacent Daily's property. The plans call out the future extension of the sewer by others. Applicant will need to meet with Water Management Department staff at the appropriate time to determine the optimal layout for this extension.*

D. Stormwater

1. The Owner shall be responsible for the engineering, design and construction of the necessary stormwater infrastructure for the development of the Property and shall comply with the requirements as outlined in the Franklin Municipal Code.
2. As the Property develops, the City will charge prevailing stormwater user fees per policies and procedures as outlined in the Franklin Municipal Code.

ISSUES TO CONSIDER:

- **N/A**

E. Streets

1. Emergency maintenance of streets will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing City policies.
3. Access to the Property shall be provided from the local street to the south through the Southbrooke development and additional access to Lewisburg Pike or Goose Creek Drive shall be evaluated as part of the development of the property.
4. Unless waived by the Franklin Engineering Department, the Owner of the Property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be determined as part of the plan. The roadways constructed as part of this development shall comply with City Street Standards.

ISSUES TO CONSIDER:

- *This property includes future roadways listed on the Major Thoroughfare Plan, specifically Lewisburg Pike.*

F. Traffic Control

1. Traffic signals, traffic signs, street markings, and other traffic control devices shall be installed as the need is established by appropriate study and traffic standards. No needs have been identified for the area at this time.
2. New development after the effective date of annexation shall comply with City regulations governing traffic control devices and markings.

ISSUES TO CONSIDER:

- **N/A**

G. Street Lighting

1. No off-site street lighting is proposed at this time.
2. Street lighting within new developments shall be funded and installed by the Owner per City policy, which includes the installation of electric meters to allow for future ownership and maintenance by the City or homeowners association. The installation and operation of street lights shall coincide with the phasing of development and issuance of Certificates of Occupancy.

ISSUES TO CONSIDER:

- **N/A**

H. Street Name Signs

1. No additional street name signs in the area have been deemed necessary.
2. New development shall install street name signs per City policy.

ISSUES TO CONSIDER:

- **N/A**

I. Fire Protection

1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

ISSUES TO CONSIDER:

- **N/A**

J. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. Envision Franklin places the subject property in the Single-Family Design Concept, which promotes new single-family residential neighborhoods that provide a range of single-family dwelling and lot sizes.
3. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen to a Zoning District and any applicable Overlay Zoning District(s), pursuant to the requirements of the Franklin Zoning Ordinance. If the Owner has requested the Planned District, they shall be required to submit a Development Plan, pursuant to the Franklin Zoning Ordinance.

ISSUES TO CONSIDER:

- *This property was identified in a high priority growth area based on a study done in 2016 and presented to the Board of Mayor and Aldermen.*

K. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Impact Fees and Parkland Dedication Ordinance 2016-25. The Ordinance can be found at https://library.municode.com/tn/franklin/codes/code_of_ordinances
3. The Parks Master Plan is due to be updated 2021-22 to include new amendments that have been add over the past few years as we improve our processes. At this time Parks will look at the outer boundaries of the UGB for land and growth potential to build City Parks. Assured that Neighborhood Parks and Trails will need to be a part of future planning.

ISSUES TO CONSIDER:

- **N/A**

L. Police Protection

1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation.
2. Police services will be provided with existing personnel and equipment.

ISSUES TO CONSIDER:

- **N/A**

M. Building and Code Inspection Services

1. Building and code inspection services will begin in the annexed area on and after the effective date of the annexation.
2. New development in the annexed area shall comply with adopted City Building Codes, pay the applicable fees, and obtain the required permits for inspection services.

ISSUES TO CONSIDER:

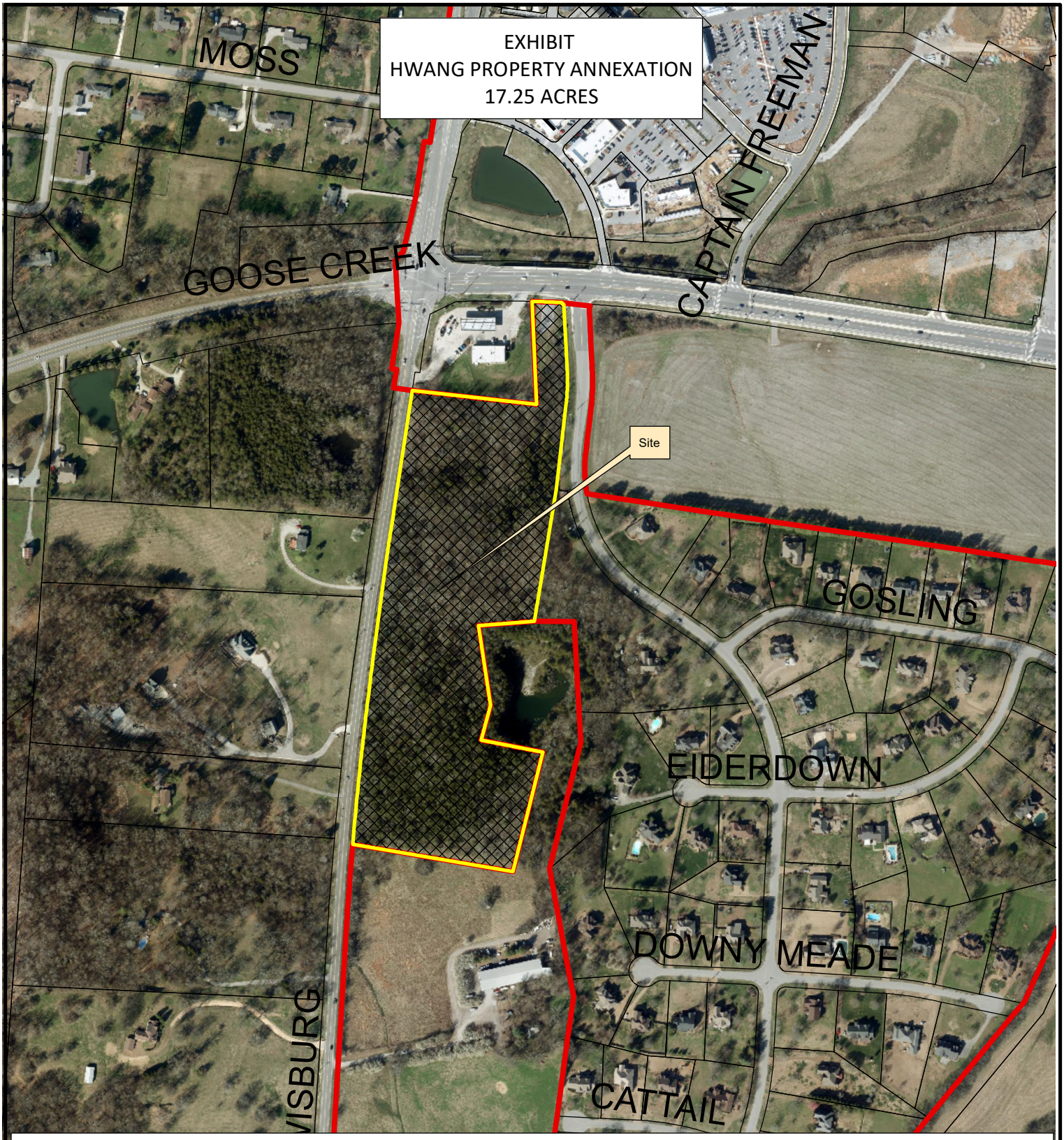
- **N/A**

N. Garbage and Recycling Pickup and Environmental

1. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

ISSUES TO CONSIDER:

- **N/A**



Legend

- Hwang Property
- Existing City Limits

Aerial\Imagery2018

RGB

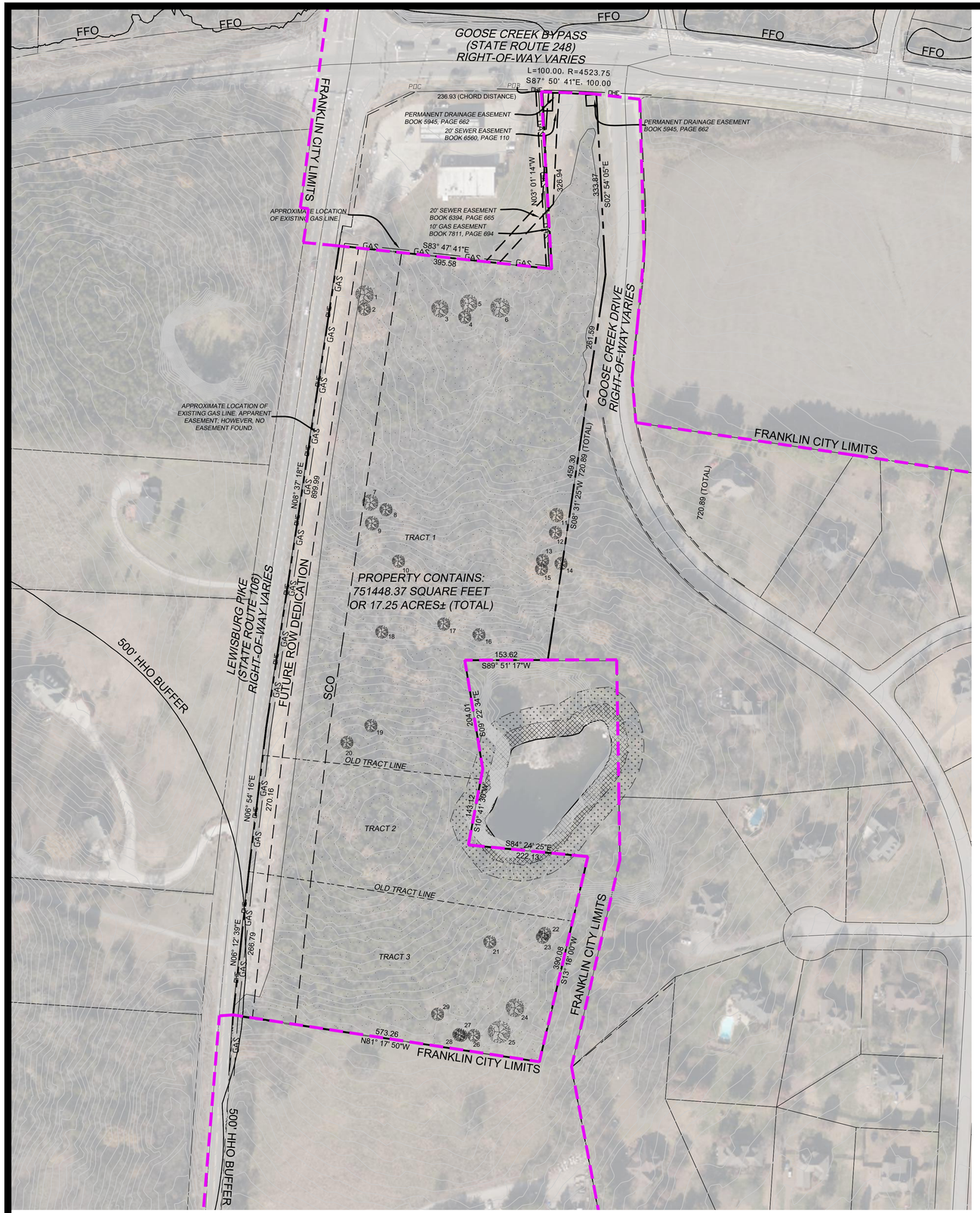
- Red: Band_1
- Green: Band_2
- Blue: Band_3

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This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2016. All rights reserved.

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Feet

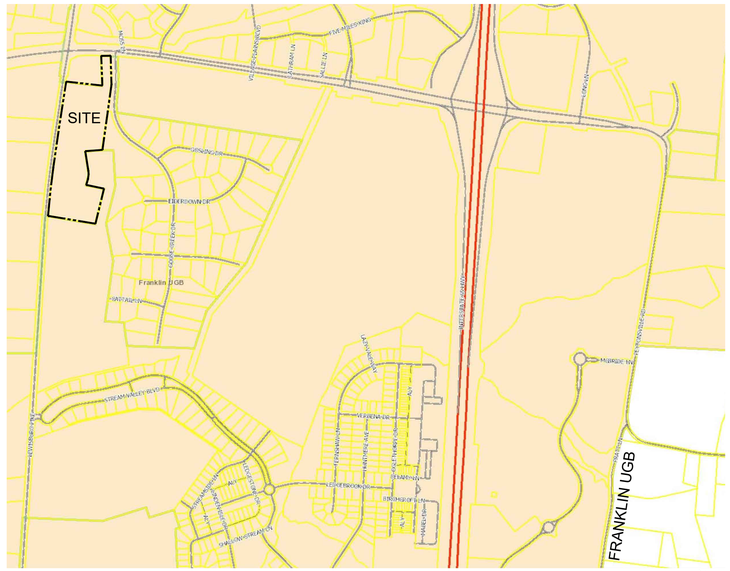


KEY

- EXISTING CANOPY
- RIPARIAN ZONE 'A'
- RIPARIAN ZONE 'B'

SITE DATA CHART

PROJECT NAME:	HWANG PROPERTY, ANNEXATION INITIATION
PROJECT NUMBER:	XXXX
ADDRESS:	LEWISBURG PIKE
PARCEL(S):	117, 01903 (WILLIAMSON COUNTY)
ACREAGE / SF OF SITE:	17.25 AC / 751448.37 SF
VESTING (IF APPLICABLE):	XXXX
BASE ZONING:	MGA-1
PROPOSED ZONING:	PD
ZONING OVERLAY:	SCO, 500' HHO BUFFER
OWNERS:	HAE KWAN HWANG
ADDRESS:	2101 OAKBRANCH CIRCLE FRANKLIN, TN
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	324 LIBERTY PIKE SUITE 145 FRANKLIN, TN
PHONE:	(615) 975-5765
EMAIL:	GREG.GAMBLE@GDC-TN.COM
CONTACT:	GREG GAMBLE



LOCATION MAP

NTS N

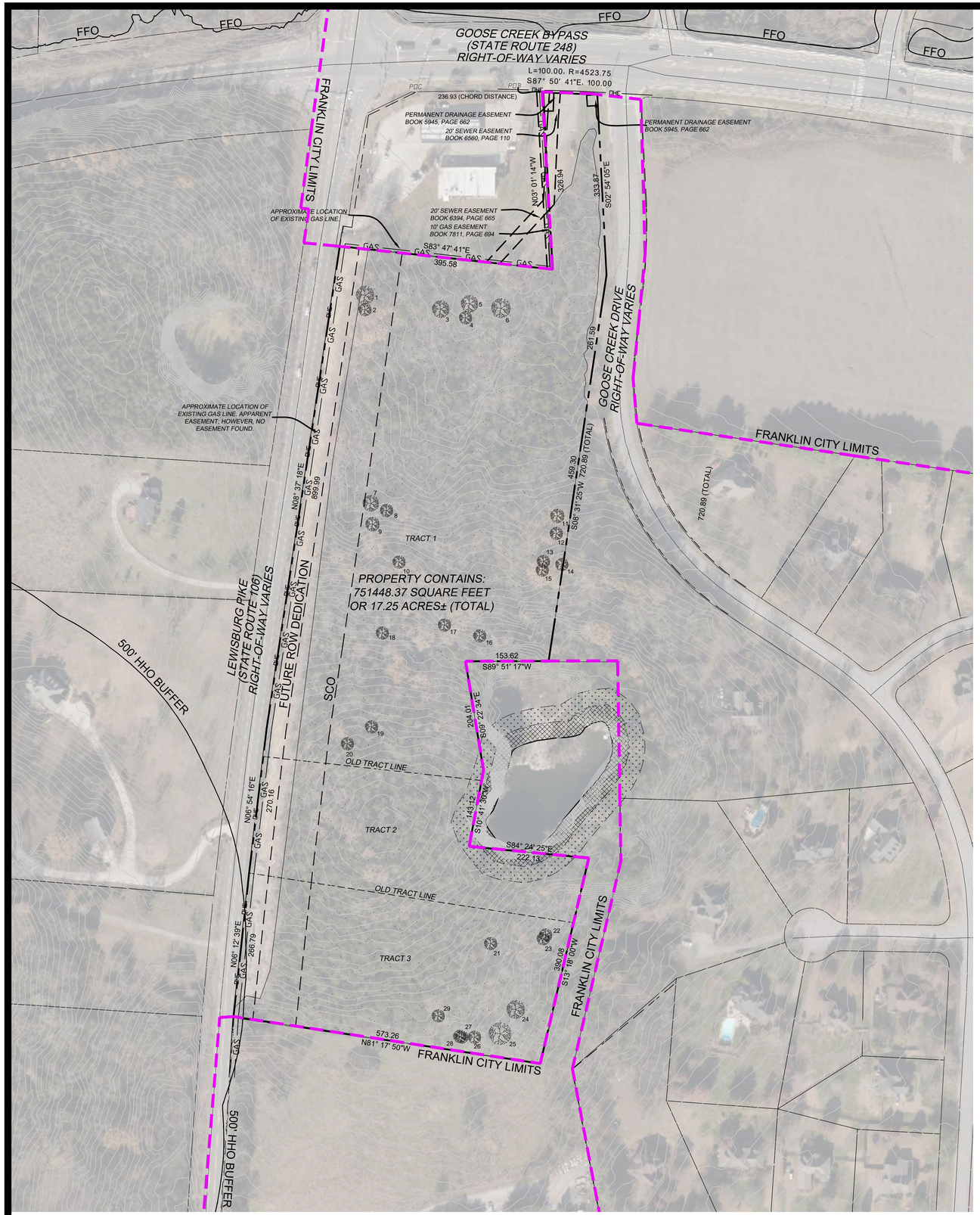
GDC
GAMBLE
DESIGN
COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

HWANG PROPERTY
ANNEXATION INITIATION
Franklin, Williamson County, Tennessee

Revision Date
- △
- △
- △
- △

ANNEXATION
INITIATION

SHEET
EX1.0

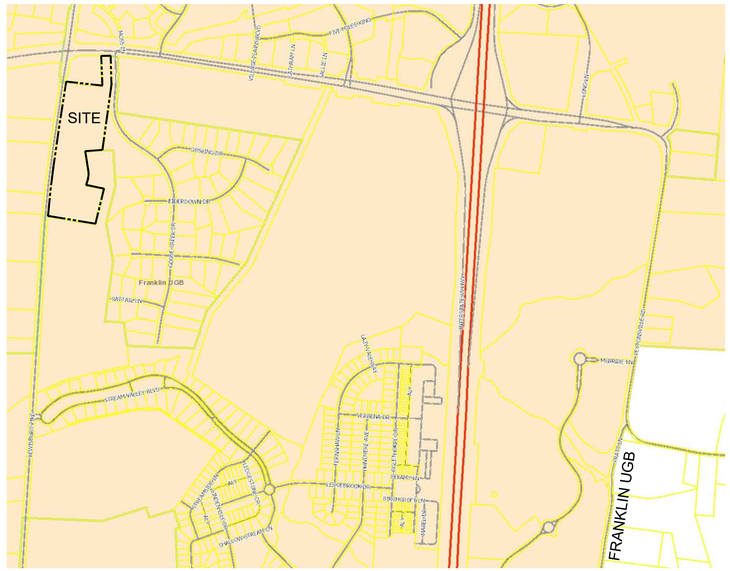


KEY

- EXISTING CANOPY
- RIPARIAN ZONE 'A'
- RIPARIAN ZONE 'B'

SITE DATA CHART

PROJECT NAME:	HWANG PROPERTY, ANNEXATION INITIATION
PROJECT NUMBER:	XXXX
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PARCEL(S):	117, 01903 (WILLIAMSON COUNTY)
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VESTING (IF APPLICABLE):	XXXX
BASE ZONING:	MGA-1
PROPOSED ZONING:	PD
ZONING OVERLAY:	SCO, 500' HHO BUFFER
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ADDRESS:	324 LIBERTY PIKE SUITE 145 FRANKLIN, TN
PHONE:	(615) 975-5765
EMAIL:	GREG.GAMBLE@GDC-TN.COM
CONTACT:	GREG GAMBLE



LOCATION MAP

NTS N

GDC
GAMBLE
DESIGN
COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

HWANG PROPERTY
ANNEXATION INITIATION
Franklin, Williamson County, Tennessee

Revision Date

ANNEXATION
INITIATION

SHEET
EX1.0

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02932

DATE: February 3, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Resolution 2022-09, A Resolution Initiating The Annexation Process And Draft Plan Of Services, For The Annexation Of 2.07 Acres, Located At 517 Franklin Road. Establishing A Public Hearing For April 12, 2022.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2022-09, A Resolution Initiating The Annexation Process And Draft Plan Of Services, For The Annexation Of 2.07 Acres, Located At 517 Franklin Road and establishing a Public Hearing for April 12, 2022.

Project Information
Applicant: Bernie Strawn
Owner: Bernie Strawn

BACKGROUND/STAFF COMMENTS:
The property being considered is located at 517 Franklin Road, just south of Century Oak Drive. It is contiguous to the City limits and is within the City's Urban Growth Boundary (UGB). This property was identified in a low priority growth area based on a study done in 2016 and presented to the Board of Mayor and Aldermen, based on the terrain of the area, the low density context expected to remain, and water supply issues for the area. The subject property is within the Large Lot Residential Design Concept as defined by the Envision Franklin Land Use Plan. It is the intention of the applicant to continue to use the property as residential, and subdivide it into a total of two lots. Each lot would be approximately one acre in size, which is consistent with the Large Lot Residential Design Concept.

A draft Plan of Services is included as an attachment. The Plan of Services outlines how the City will serve the property requesting annexation and any additional infrastructure that would be required for new development. Although the property was identified in a low priority growth area of the City, staff found no issues in the ability to serve the property for the intended uses.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-09.

RESOLUTION 2022-09

CONSIDERATION OF INITIATING THE ANNEXATION PROCESS AND DRAFT PLAN OF SERVICES, FOR THE ANNEXATION OF 2.07 ACRES, LOCATED AT 517 FRANKLIN ROAD

WHEREAS, Bernie Strawn, ("Owner") of property located at 517 Franklin Road ("Property") petitioned the Board of Mayor and Aldermen ("BOMA") of the City of Franklin, Tennessee ("City"), to annex the Property adjoining the City limits and located within the Franklin Urban Growth Boundary ("UGB"); and

WHEREAS, it is believed it is in the best interest of the City to further investigate the area petitioned to be annexed in order to consider the area for future development in accordance with City standards;

WHEREAS, this resolution shall not bind the City to later annex the Property; and

WHEREAS, *Tennessee Code Annotated* (T.C.A.) § 6-51-102, as amended, requires that a Plan of Services be adopted by a municipal governing body prior to the passage of an annexation resolution; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. That the Property to be further considered by the Franklin Municipal Planning Commission and the Board of Mayor and Alderman is located South of Century Oaks Drive and West of Franklin Road, as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
053-11.00	2.07
Total	2.07

SECTION II: That the attached Draft Plan of Services hereto as Exhibit B shall provide guidance to the Board of Mayor and Alderman on how the Property would be served by City resources but is not binding on final annexation.

SECTION III: That the Draft Plan of Services shall be studied by City staff and amended as needed during the study before final presentation to the Franklin Municipal Planning Commission and BOMA.

SECTION IV. **BE IT RESOLVED** by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Resolution shall take effect from and after its passage.

ATTEST:

By: _____
Eric Stuckey
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

The Property is located South of Century Oaks Drive and West of Lewisburg Pike, contiguous to the City limits, within the Urban Growth Boundary, and as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
053-11.00	2.07
Total	2.07

A. Water

1. The Property is located within the Mallory Valley Utility District service area.
2. Water availability shall be approved and provided through the City of Franklin prior to annexation.
3. The Owner shall be required to provide adequate fire flow and pressure to the Property.

ISSUES TO CONSIDER:

- N/A.

B. Reclaimed Water

1. According to the City of Franklin's Municipal Code, reclaimed water systems shall be extended to a development if the development is located within 1,000 feet of an existing reclaimed water line.
2. In the case of this Property, an extension exceeding 1 mile would be required to serve the Property. For this reason, reclaimed water will not be required to be extended to the Property.

ISSUES TO CONSIDER:

- N/A

C. Wastewater

1. The Property lies within the Spencer Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The proposed development of the Property is anticipated to construct two single-family homes.
3. The Owner shall be required to extend the sanitary sewer infrastructure to provide service to the Property. This may be in the form of gravity sewer or potentially low-pressure sewer. This will be determined during development plan or site plan discussions.
4. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
5. The Owner shall be required to provide Engineering design, construction, easements, rights-of-way and the costs associated with the on-site sanitary sewer infrastructure required to serve the development of this Property.
6. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.

ISSUES TO CONSIDER:

- N/A

D. Stormwater

1. The Owner shall be responsible for the engineering, design and construction of the necessary stormwater infrastructure for the development of the Property and shall comply with the requirements as outlined in the Franklin Municipal Code.
2. As the Property develops, the City will charge prevailing stormwater user fees per policies and procedures as outlined in the Franklin Municipal Code.

ISSUES TO CONSIDER:

- N/A

E. Streets

1. Emergency maintenance of streets will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing City policies.
3. Access to the Property shall be provided from Franklin Road.
4. Unless waived by the Franklin Engineering Department, the Owner of the Property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be determined as part of the plan. The roadways constructed as part of this development shall comply with City Street Standards.

ISSUES TO CONSIDER:

- *This Property includes future roadways listed on the Major Thoroughfare Plan. It includes Franklin Road.*
- *If the Property is developed the driveway location(s) will be evaluated with a site plan submittal.*

F. Traffic Control

1. Traffic signals, traffic signs, street markings, and other traffic control devices shall be installed as the need is established by appropriate study and traffic standards. No needs have been identified for the area at this time.
2. New development after the effective date of annexation shall comply with City regulations governing traffic control devices and markings.

ISSUES TO CONSIDER:

- N/A

G. Street Lighting

1. No off-site street lighting is proposed at this time.
2. Street lighting within new developments shall be funded and installed by the Owner per City policy, which includes the installation of electric meters to allow for future ownership and maintenance by the City or homeowners association. The installation and operation of street lights shall coincide with the phasing of development and issuance of Certificates of Occupancy.

ISSUES TO CONSIDER:

- N/A

H. Street Name Signs

1. No additional street name signs in the area have been deemed necessary.
2. New development shall install street name signs per City policy.

ISSUES TO CONSIDER:

- N/A

I. Fire Protection

1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

ISSUES TO CONSIDER:

- N/A

J. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. Envision Franklin places this property in the Large-Lot Residential Design Concept, which supports new development having a minimum lot size of one acre or more to fit contextually with surrounding neighborhoods.
3. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen to a Zoning District and any applicable Overlay Zoning District(s), pursuant to the requirements of the Franklin Zoning Ordinance. If the Owner has requested the Planned District, they shall be required to submit a Development Plan, pursuant to the Franklin Zoning Ordinance.

ISSUES TO CONSIDER:

- *This Property was identified in a high priority growth area based on a study done in 2016 and presented to the Board of Mayor and Aldermen.*
- *Currently the following Overlay Districts have been identified for this property and will affect future development: Scenic Corridor Overlay (SCO).*

K. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Impact Fees and Parkland Dedication Ordinance 2016-25. The Ordinance can be found at https://library.municode.com/tn/franklin/codes/code_of_ordinances
3. The Parks Master Plan is due to be updated 2021-22 to include new amendments that have been add over the past few years as we improve our processes. At this time Parks will look at the outer boundaries of the UGB for land and growth potential to build City Parks. Assured that Neighborhood Parks and Trails will need to be a part of future planning.

ISSUES TO CONSIDER:

- N/A

L. Police Protection

1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation.
2. Police services will be provided with existing personnel and equipment.

ISSUES TO CONSIDER:

- N/A

M. Building and Code Inspection Services

1. Building and code inspection services will begin in the annexed area on and after the effective date of the annexation.
2. New development in the annexed area shall comply with adopted City Building Codes, pay the applicable fees, and obtain the required permits for inspection services.

ISSUES TO CONSIDER:

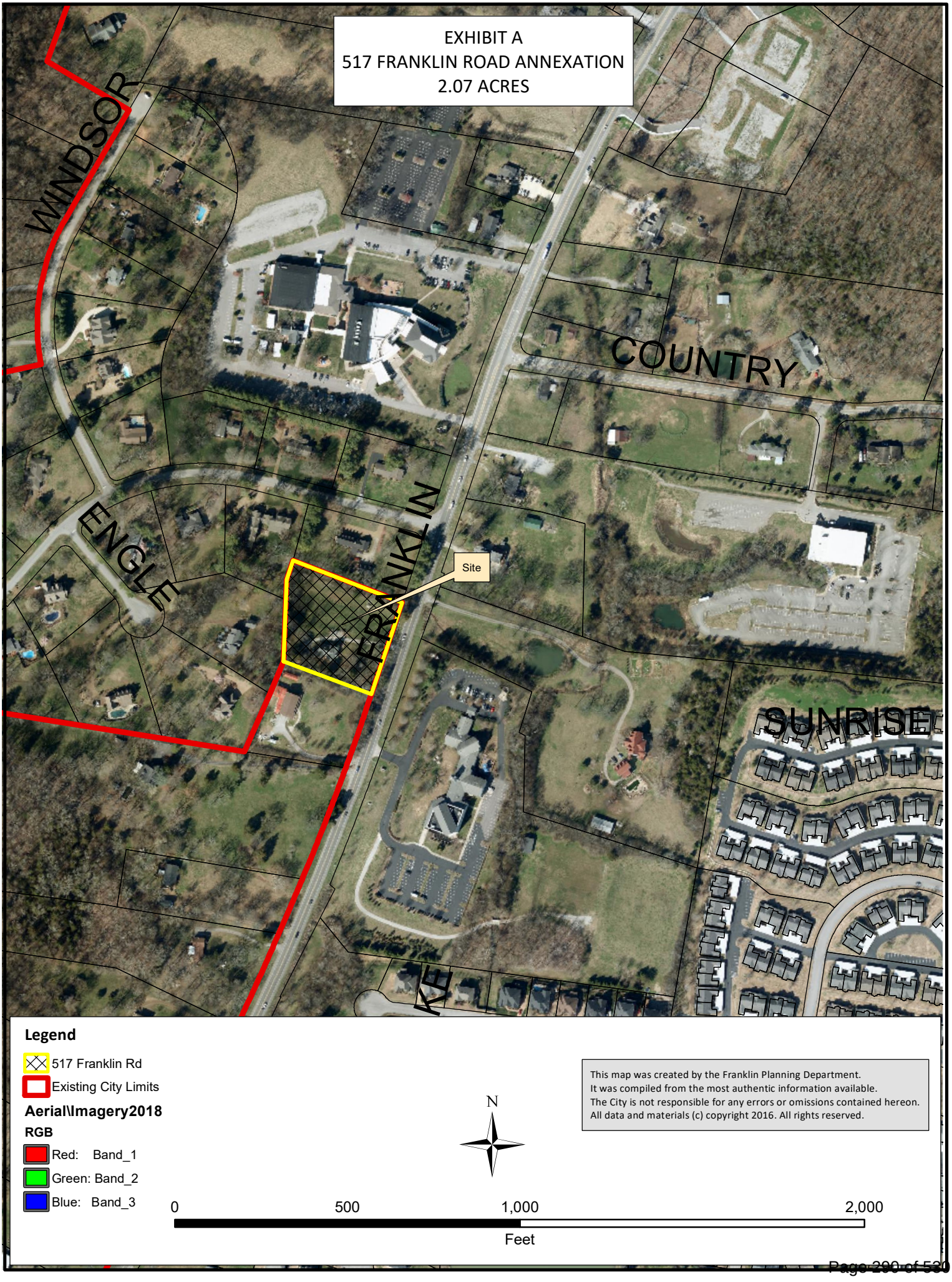
- N/A

N. Garbage and Recycling Pickup and Environmental

1. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

ISSUES TO CONSIDER:

- N/A


EXHIBIT A
517 FRANKLIN ROAD ANNEXATION
2.07 ACRES
WINDSOR
COUNTRY
ENGLE
FRANKLIN
Site
SUNRISE
KE
Legend
517 Franklin Rd
Existing City Limits
Aerial\Imagery2018
RGB
Red: Band_1
Green: Band_2
Blue: Band_3
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Feet
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It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02934

DATE: February 16, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

*Consideration Of Amendment 3 To COF Contract No. 2020-0012, With Hazen And Sawyer For Evaluation Of Franklin's Southeastern Wastewater Capacity Clean Water Facility Site Investigation.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an amendment to the existing contract with Hazen & Sawyer.

BACKGROUND/STAFF COMMENTS:

The Board approved COF Contract No. 2020-0012 with Hazen and Sawyer on March 10, 2021 to evaluate the southeast area of the City for additional wastewater capacity. The study area is currently branded as the Southeast Municipal Complex. In addition to the potential Clean Water Facility, the additional area will be used as a park with various amenities and an inclusive playground. Because the site is being shared with the park facility, the Clean Water Facility can only be built in the area that is out of the floodplain, nearest to the interstate. From initial geotechnical desktop evaluations, this area is home to two large sinkholes which may present a problem for the Facility basins. The area the Parks maintenance building is currently designed for will prevent the Clean Water Facility from modifying it's layout to avoid these construction pitfalls.

The Board approved COF Contract No. 2020-0012 with Hazen and Sawyer on March 10, 2021 to evaluate the southeast area of the City for additional wastewater capacity. The study area is currently branded as the Southeast Municipal Complex. In addition to the potential Clean Water Facility (CWF), the additional area will be used as a park with various amenities and an inclusive playground. Because the site is being shared with the park facility, the Clean Water Facility can only be built in the area that is out of the floodplain, nearest to the interstate. From initial geotechnical desktop evaluations, this area is home to two large sinkholes which may present a problem for the Facility basins. The area the Parks maintenance building is currently designed for will prevent the Clean Water Facility from modifying it's layout to avoid these construction pitfalls.

This amendment will cover the following work:
Task 1 – Survey Services: Hazen will provide survey services to stake the locations for the geotechnical exploration for the forty-eight (48) bore locations planned for the CWF site.
Task 2 – Geotechnical Site Investigation: Hazen will provide geotechnical exploration services for

the CWF site, including a review of the previously completed geophysical exploration completed in 2017 and completion of additional more detailed geophysical survey of the site as necessary.

Results of the field and laboratory services will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform engineering calculations as necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project. A geotechnical report will be produced to summarize a review of previous work performed on the site.

FINANCIAL IMPACT:

This amendment is for a not-to-exceed amount of one hundred and eighteen thousand three hundred dollars ($118,300.00).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 3 to COF Contract No. 2020-0012.

AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
FOR FRANKLIN'S SOUTHEASTERN WASTEWATER
CAPACITY PROJECT
COF Contract No. 2020-0012

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2022, by and between the **City of Franklin, Tennessee** ("City") and **HAZEN AND SAWYER** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled FRANKLIN'S SOUTHEASTERN WASTEWATER CAPACITY, dated the 10th day of March 2020; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of TWO MILLION EIGHT HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED AND 00/100 DOLLARS ($2,822,300.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, on March 24, 2021, City and Consultant amended the Agreement to provide for additional design work for the Project and additional payment to Consultant in the amount of ONE HUNDRED EIGHT THOUSAND NINE HUNDRED AND 00/100 DOLLARS ($108, 900.00);

WHEREAS, on June 1, 2021, City and Consultant amended the Agreement to provide for additional design work for the Project and additional payment to Consultant in the amount of SIX HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($637, 100.00);

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated February 4, 2022, in the amount of **ONE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($118,300.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.

2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their March 12, 2021, letter of proposal (Exhibit A) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **ONE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($118,300.00).**

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated March 10, 2020, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

By:_____
Dr. Ken Moore
Mayor
Date: _____

HAZEN AND SAWYER

By: _____
Print: _____
Title: _____
Date: _____

Attest:

By: _____
Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

_____
Maricruz R. Fincher, Staff Attorney

EVALUATION OF FRANKLIN'S SOUTHEASTERN WASTEWATER CAPACITY
COF CONTRACT NO. 2020-0012
AMENDMENT 3 – CWF SITE INVESTIGATION

Hazen and Sawyer

February 4, 2022

BACKGROUND

The project scope includes conceptual site layout for a future Clean Water Facility. In order to understand the suitability of the site for future construction, additional site investigation is necessary. This information is also necessary to facilitate coordination with park development in the vicinity of the CWF.

SCOPE OF WORK

Task 1 – Survey Services

Hazen will contract with a SUBCONSULTANT to provide survey services to stake the locations for the CWS site geotechnical exploration. The SUBCONSULTANT will perform services required to field locate each of the forty-eight (48) bore locations planned for geotechnical investigation on the CWF site.

Hazen will provide coordination services for the survey SUBCONSULTANT and will also coordinate work between the survey and geotechnical subconsultants for the work.

Task 2 – Geotechnical Site Investigation

Hazen will contract with a SUBCONSULTANT to provide geotechnical exploration services for the CWF site. Subconsultant work will include review of previously completed geophysical exploration completed in 2017 and completion of additional more detailed geophysical survey of the site as necessary.

Hazen's SUBCONSULTANT will also complete forty-eight (48) total borings on the site. The site and procedures associated with the investigation will be identified and coordinated with the OWNER and CONSULTANT prior to completion of the work. The work will also include appropriate associated services, including properly repairing property disturbance, seismic shear wave testing, and additional rock/coring sampling as deemed necessary.

Results of the field and laboratory services will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform engineering calculations as necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

A geotechnical report will be produced to summarize review of previous work performed on the site AND work performed by the SUBCONSULTANT. The scope of the work will be further detailed in the SUBCONSULTANT agreement.

Hazen will provide coordination with the SUBCONSULTANT throughout the scope tasks of the project and incorporate the work into the overall CWF project as the project progresses.

CONTENGENCY
A contingency is included in the scope of work to address additional investigation based on findings during field work. This contingency will only be used following written authorization by the OWNER.

SCHEDULE
CONSULTANT will coordinate with sub-consultants to schedule and begin field work as soon as possible following NTP from OWNER and coordinate activities as appropriate as part of overall scope of the project. It is anticipated the work will be completed April 30, 2022.

FEE
The fee is **$118,300** and will be billed in accordance with COF Contract No. 2020-0012. Task hours and fees are broken down as follows.

Task	Task Description	Hours	Fee	Subconsultant	Total Fee
Task 1	**Survey Services**				**$14,400**
	Survey Sub-consultant Services			$8,900	
	Coordination	24	$5,500		
Task 2	**Geotechnical Site Investigation**				**$88,400**
	Geotechnical Sub-Consultant Services			$76,400	
	Coordination	56	$12,000		
Contingency for additional investigation as authorized by City					**$15,000**
Miscellaneous Expenses (travel, lodging, etc.)					**$500**
				TOTAL FEE	**$118,300**



STAKING TABLE

BORE	NORTHING	EASTING	LAT	LONG
B-1	564645.83	1723029.81	N035° 52' 54"	W086°49'43"
B-2	564715.66	1723032.42	N035° 52' 55"	W086°49'43"
B-3	565163.46	1723054.11	N035° 52' 59"	W086°49'43"
B-4	565226.13	1723134.29	N035° 53' 00"	W086°49'42"
B-5	565265.07	1723264.64	N035° 53' 00"	W086°49'40"
B-6	565365.00	1723199.59	N035° 53' 01"	W086°49'41"
B-7	565452.78	1723082.84	N035° 53' 02"	W086°49'43"
B-8	565659.04	1723087.44	N035° 53' 04"	W086°49'42"
B-9	565851.78	1723104.18	N035° 53' 06"	W086°49'42"
B-10	565446.66	1723177.70	N035° 53' 02"	W086°49'41"
B-11	565651.04	1723191.52	N035° 53' 04"	W086°49'41"
B-12	565843.05	1723198.80	N035° 53' 06"	W086°49'41"
B-13	566047.95	1723126.04	N035° 53' 08"	W086°49'42"
B-14	566043.83	1723225.58	N035° 53' 08"	W086°49'41"
B-15	566264.45	1723122.63	N035° 53' 10"	W086°49'42"
B-16	566442.06	1723129.27	N035° 53' 12"	W086°49'42"
B-17	566262.24	1723231.04	N035° 53' 10"	W086°49'41"
B-18	566434.69	1723233.99	N035° 53' 12"	W086°49'41"
B-19	566670.44	1723161.40	N035° 53' 14"	W086°49'42"
B-20	566804.96	1723152.14	N035° 53' 15"	W086°49'42"
B-21	566688.55	1723270.51	N035° 53' 14"	W086°49'40"
B-22	565512.24	1723351.60	N035° 53' 03"	W086°49'39"
B-23	565693.46	1723362.63	N035° 53' 04"	W086°49'39"
B-24	565842.18	1723368.32	N035° 53' 06"	W086°49'39"

STAKING TABLE

BORE	NORTHING	EASTING	LAT	LONG
B-25	566001.74	1723378.35	N035° 53' 07"	W086°49'39"
B-26	566254.52	1723392.47	N035° 53' 10"	W086°49'39"
B-27	566558.80	1723421.48	N035° 53' 13"	W086°49'39"
B-28	566723.80	1723421.48	N035° 53' 15"	W086°49'39"
B-29	566640.04	1723523.76	N035° 53' 14"	W086°49'37"
B-30	565410.82	1723457.61	N035° 53' 02"	W086°49'38"
B-31	565479.60	1723528.91	N035° 53' 02"	W086°49'37"
B-32	565906.17	1723538.51	N035° 53' 07"	W086°49'37"
B-33	566012.24	1723542.45	N035° 53' 08"	W086°49'37"
B-34	565090.48	1723124.02	N035° 52' 58"	W086°49'42"
B-35	565212.19	1723348.82	N035° 53' 00"	W086°49'39"
B-36	566429.55	1723385.85	N035° 53' 12"	W086°49'39"
B-37	566595.53	1723301.97	N035° 53' 13"	W086°49'40"
B-38	566792.08	1723280.74	N035° 53' 15"	W086°49'40"
B-39	566812.67	1723421.34	N035° 53' 16"	W086°49'39"
B-40	566252.60	1723551.02	N035° 53' 10"	W086°49'37"
B-41	564861.70	1723003.47	N035° 52' 56"	W086°49'43"
B-42	565032.36	1723031.61	N035° 52' 58"	W086°49'43"
B-43	565338.47	1723064.40	N035° 53' 01"	W086°49'43"
B-44	565646.46	1723474.63	N035° 53' 04"	W086°49'38"
B-45	565723.06	1723540.64	N035° 53' 05"	W086°49'37"
B-46	566419.60	1723502.01	N035° 53' 12"	W086°49'38"
B-47	567024.44	1723334.10	N035° 53' 18"	W086°49'40"
B-48	567105.65	1723177.66	N035° 53' 18"	W086°49'42"

PLAN

SCALE: 1" = 100'

SCALE: 1" = 100'

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	S. PHIPPS
DESIGNED BY:	HAZEN
DRAWN BY:	HAZEN
CHECKED BY:	HAZEN

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE 0 1/2" 1"

CONCEPT PLAN
DO NOT USE FOR CONSTRUCTION

Hazen

HAZEN AND SAWYER
545 MAINSTREAM DRIVE, SUITE 320
NASHVILLE, TENNESSEE 37228

CITY OF FRANKLIN
FRANKLIN, TN

FRANKLIN SOUTHEAST
CLEAN WATER FACILITY

BORE EXHIBIT

DATE:	JAN 2022
HAZEN NO.:	50065-102
CONTRACT NO.:	1
DRAWING NUMBER:	C00

File: C:\BMS\HAZEN-PW\D0203404\50065-102-BORE OPT 1 Saved by KROBINSON Save date: 1/31/2022 11:28 AM
PLOT DATE: 1/31/2022 11:32 AM BY: KROBINSON

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02960

DATE: February 22, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Deb Faulkner, Police Chief

SUBJECT:

Consideration Of COF Resolution 2022-18, A Resolution To Increase The Hourly Rate For Extra-Duty Police Officers And To Authorize The Chief Of Police To Allow The Use Of Patrol Cars For Extra-Duty Work.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) regarding the rates of pay and proposed hourly rate increases for extra duty police services provided by Franklin police officers.

BACKGROUND/STAFF COMMENTS:

Franklin police officers regularly and routinely work extra duty details. Extra duty assignments are police/security work outside of normal patrol services that is requested by outside entities such as businesses, churches, and special events. The City's extra duty rates were last updated in 2019. Under the current rate structure, officers are paid at an hourly rate of $45.00 for any requested and scheduled extra duty detail. Supervisory personnel are paid at an hourly rate of $55.00. In addition, outside entities are charged $5 per hour for the use of a marked patrol car and $5 per hour for worker's compensation coverage.

Due to increased demand for extra duty work and the fact that rates have not been adjusted over the past three years, it has become challenging to staff the events as requested. As a result, the Police Department and Administration is recommending an update of the extra duty rates. In addition to increasing the rates to better compensate officers for their time, it is also proposed that the structure of the extra duty rates be modified to differentiate between regularly scheduled/ongoing extra duty jobs, special events, and special events that are held on holidays. For scheduled and reoccurring extra duty details, it is recommended that the City charge $50 per hour per officer and $60 per hour per supervisor with the addition of $10 per hour per officer/supervisor for worker's compensation coverage and vehicle use. For special events on non-holidays, it is recommended that the City charge $60 per hour per officer and $70 per hour per supervisor for special events details on non-holiday days. For special detail work on City designated holidays, it is recommended that the City charge $75 per hour per officer and $85 per hour per supervisor on designated holidays. An additional $10 per hour per officer or supervisor will be charged for the vehicle use fee and worker's

compensation fee. These new rates and rate structure are proposed to go into effect on July 1, 2022.

FINANCIAL IMPACT:

While there is no direct financial benefit to the City, it is expected that the updated rates and rate structure will improve the Police Department's ability to staff extra duty assignments and special events.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution No. 2022-18.

RESOLUTION 2022-18

A RESOLUTION TO INCREASE THE HOURLY RATE FOR EXTRA-DUTY POLICE OFFICERS AND TO AUTHORIZE THE CHIEF OF POLICE TO ALLOW THE USE OF PATROL CARS FOR EXTRA-DUTY WORK

WHEREAS, for years, it has been the policy of the City to provide the services of extra-duty officers to business, churches, and events as requested or as part of a special event application; and

WHEREAS, the use of marked patrol cars is expected by those requesting the use of extra-duty officers; and

WHEREAS, pursuant to Resolution 2019-58, the Police Department has charged $45 per officer per hour and $55 per supervising officer per hour for extra-duty work, and $5 per hour for the use of a marked patrol car, and $5 per hour per officer for worker's compensation coverage, and these rates apply to both extra-duty work and to special event work; and

WHEREAS, to keep up with the costs to the City and to entice more officers to volunteer for the extra-duty jobs, the Police Department believes the rates should be increased to $50 per hour per officer with the addition of $10 per hour for workers' compensation coverage and vehicle use to absorb the assessed City of Franklin fees. The extra-duty details are of a recurring scheduled nature and procured with annual contracts; and

WHEREAS, the rate for officers for special events and/or requested details of sporadic nature should be increased to $60 per hour per officer and $70 per hour per supervisor, and designated holidays should be $75 per hour per officer and $85 per hour per supervisor (an increased premium due to the requested holiday assignment), with the addition of $10 per hour to each to absorb the assessed City of Franklin fees; and

WHEREAS, the Board of Mayor and Aldermen believes it in the best interest of the City of Franklin to raise the rates for officers requested as stated.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

Section 1. The City shall charge $50 per hour per officer and $60 per hour per supervisor with the addition of $10 per hour for workers' compensation coverage and vehicle use for extra-duty officers requested for scheduled and reoccurring extra-duty details that is procured through contract.

Section 2. The City shall charge $60 per hour per officer and $70 per hour per supervisor for special events details on standard days of the year. The City shall charge $75 per hour per officer and $85 per hour per supervisor on designated holidays. An additional $10 per hour per officer or supervisor will be charged for the vehicle use fee and workers compensation fee.

BE IT FURTHER RESOLVED that the new rates shall go into effect July 1, 2022 for all applications. All current applications and agreements will remain in effect until January 1, 2023.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__.

ATTEST:

By:_____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By:_____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02276

DATE: February 23, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Jack Tucker, SES Director
Nate Ridley, Asst Director of SES

SUBJECT:

Consideration Of COF Contract No. 2021-0196 With The Tennessee Department Of Environment & Conservation (TDEC) For The Volkswagen (VW) Medium And Large Trucks Grant Program.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2021-0196 with the TDEC for VW Medium and Large Truck Grants program.

BACKGROUND/STAFF COMMENTS:

In 2015, Volkswagen (VW) publicly admitted that it had secretly and deliberately installed a defeat device-software designed to cheat emissions tests and deceive federal and state regulators in over 590,000 vehicles. As a result, the United States Department of Justice filed a complaint against VW, alleging that the company had violated the Clean Air Act. VW has agreed to establish a $2.9 Billion Environmental Mitigation Trust to mitigate the environmental effect of excess nitrogen oxide emissions from those vehicles. Thus, the VW Medium and Large Truck Grant Program was established.

Franklin's Sanitation and Environmental Services Department (SES) had the opportunity to apply for this grant through the state of Tennessee and was recently awarded a grant in the amount of $417,842.85. As established in the grant application, SES plans to use the money to purchase a fully electric road tractor and charging station to assist with hauling recyclables from the City's Blue Bin program to our recycling processor and woodchips. SES will be required to scrap one of our under utilized refuse trucks as a stipulation to participate in the grant program. If the City chooses to accept this grant, we will have two years to execute the purchase of this equipment by March 31, 2024.

FINANCIAL IMPACT:

The cost of the fully electric road tractor is $426,723. In addition, it will be necessary to install charging stations at SES and the Fleet Maintenance facility, estimated to cost $34,795. Additionally, because SES will be required to scrap an older model refuse truck, the department will not realize

any revenue through the sale of the asset, estimated to be $50,000. The expense to the department will be approximately $43,700. Including the lost revenue, this total equals $93,700. In contrast, a traditional diesel road tractor is estimated to cost $160,000.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2021-0196.

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
April 1, 2022	March 31, 2024	32701-04431	68893

Grantee Legal Entity Name	Edison Vendor ID
City of Franklin	0000001552

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

CFDA # NOT APPLICABLE

Grantee's fiscal year end June 30

Service Caption (one line only)

VW Diesel Settlement Environmental Mitigation Trust Large Truck Grant Program

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2022	$0.00	$0.00	$0.00	$417,842.85	$417,842.85
	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL:	**$0.00**	**$0.00**	**$0.00**	**$417,842.85**	**$417,842.85**

Grantee Selection Process Summary

☒ Competitive Selection

The Tennessee Department of Environment and Conservation (TDEC) will conduct a comprehensive review of all complete and eligible grant applications, including all required supporting documentation. Applications will be competitively evaluated based solely on the data provided.

☐ Non-competitive Selection

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
EN00020255	71304000

327.52

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CITY OF FRANKLIN

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Franklin, hereinafter referred to as the "Grantee," is for the provision of the VW Diesel Settlement Environmental Mitigation Trust Large Truck Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001552

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Project Scope and Deliverables

a. Vehicle Replacement or Repower

Large Trucks eligible for replacement or Repower include diesel 1992–2009 engine model year Class 8 Local Freight Trucks and Port Drayage Trucks (Gross Vehicle Weight Rating [GVWR] greater than 33,000 lbs.) used for port drayage and/or freight/cargo delivery. "Cargo and Freight" shall mean goods transported in bulk; raw materials, feedstocks, and other commodities; heating and transportation fuels; construction materials; residential, commercial, and industrial waste; residential, commercial, and industrial goods transported via established moving services; mail and other packages; equipment that enables emergency response and other public services; and any other items that must be transported via truck to support commerce and safety. "Local" shall refer to vehicles that operate in Tennessee counties for 70% or more of the time. "Port" shall refer to facilities along navigable water for the loading and unloading of cargo from ships; places from which aircraft operate that have paved runways and passenger and cargo terminals which include baggage-movement and passenger-transit operations; or nodes in the larger goods movement supply chain, to include cruise terminals, bulk terminals, container terminals, and intermodal container transfer facilities. Eligible Large Trucks must be certified/approved by the U.S. Environmental Protection Agency (EPA) and/or the California Air Resources Board (CARB) and must comply with all federal and state safety requirements. Eligible Large Trucks must be registered within the State of Tennessee or registered within the International Registration Plan (IRP).

Eligible Large Trucks may be Repowered with any new All-Electric, Alternate Fueled, or diesel engine, or may be replaced with any All-Electric, Alternate Fueled, or diesel vehicle, with the engine model year in which the Repower or replacement occurs or one engine model year prior. "Alternate Fueled' shall mean an engine, or a vehicle or piece of equipment that is powered by an engine, which uses a fuel different from or in addition to gasoline fuel or diesel fuel (e.g., compressed natural gas, propane, diesel-electric Hybrid). "All-Electric" shall mean powered exclusively by electricity provided by a battery, fuel cell, or the grid. "Repower" shall mean to replace an existing engine with a newer, cleaner engine or power source that is certified by EPA and, if applicable, CARB, to meet a more stringent set of engine emission standards. Repower includes, but is not limited to, diesel engine replacement with an engine certified for use with diesel or a clean alternate fuel, diesel engine replacement with an electric power source (e.g., grid, battery), diesel engine replacement with a fuel cell, diesel engine replacement with an electric generator(s) (genset),

diesel engine upgrades in Ferries/Tugs with an EPA Certified Remanufacture System, and/or diesel engine upgrades in Ferries/Tugs with an EPA Verified Engine Upgrade. All-Electric and fuel cell Repowers do not require EPA or CARB certification.

Eligible Large Truck replacements and/or components for Repowers must be purchased new, from an original equipment manufacturer (OEM) or OEM-authorized vendor.

The Grantee shall replace or Repower one or more diesel 1992-2009 engine model year Class 8 Large Trucks with: (check all boxes that apply)

(1) ☐ New Diesel; (2) ☐ Alternate Fueled; and/or (3) ☒ All-Electric Large Trucks, with the engine model year in which the replacement/Repower occurs or one model year prior.

Additionally, (check all boxes that apply)

☐ new/Repowered Alternate Fueled Large Trucks shall be fully equipped by the manufacturer or by a third party at the direction of the manufacturer to operate on an alternative fuel prior to the initial purchase and registration/Repower of the vehicle,
☒ new/Repowered All-Electric Large Trucks shall be fully equipped by the manufacturer or by a third party at the direction of the manufacturer to operate on electricity prior to the initial purchase and registration/Repower of the vehicle, and/or,
☒ for All-Electric Large Truck projects, the Grantee shall also acquire and install associated All-Electric charging infrastructure as described in the Grantee's Proposal.

Further details are provided in the Grantee's Proposal (Attachment 1).

b. Vehicle Scrappage

All eligible Large Trucks to be replaced must be Scrapped within ninety (90) days of new vehicle delivery. Engines from eligible Large Trucks to be Repowered must be Scrapped within ninety (90) days of vehicle Repower (if the applicant will perform the Repower) or within ninety (90) days of Repowered vehicle delivery (if an external, third-party will perform the Repower). "Scrapped" shall mean to render inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block for all engines. If any eligible Large Truck will be replaced as part of an eligible project, Scrapped shall also include the disabling of the chassis by cutting the vehicle's frame rails completely in half. Grant funding shall not cover costs associated with scrappage of eligible Large Trucks to be replaced/Large Truck engines to be Repowered.

Grantees selected for funding under the Large Truck Grant Program will also be required to secure a Non-Repairable Certificate for each replaced vehicle, which prevents the vehicle from being titled or registered in the State of Tennessee following scrappage. To obtain a Non-Repairable Certificate, a vehicle owner can mail a completed application to the Tennessee Department of Revenue, Special Investigations, Anti-theft Unit. There is no cost to obtain a Non-Repairable Certificate.

c. Compliance Workshop and/or Webinar

The Grantee must attend a mandatory compliance workshop and/or webinar, which will be scheduled by the State following Grant Contract execution. This workshop and/or webinar will provide guidance on a variety of program requirements and compliance processes, including bid submission and procurement, replaced vehicle scrappage, Title VI training, invoice submission, reporting, onsite monitoring, and reimbursement.

d. Quarterly Reporting

The Grantee must submit quarterly reports to include updates on procurement, vehicle operator training, Repower status, and refueling infrastructure until the grant funded Large Trucks are purchased, delivered, and put into service; Repowered and put into service (if applicable); and the engines and/or vehicles to be Repowered or replaced are Scrapped. Such reports shall include a complete description of the status of the project (including actual or projected termination date), development, implementation, and any modification. Quarterly reports shall be due no later than January 10, April 10, July 10, and October 10 of each year of the Grant Contract term.

e. Annual Reporting

The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. Such reporting shall include those items listed in Section D.18 of the Grant Contract, as well as the demonstrated usage of fuel in purchased/Repowered vehicles, the number of diesel gallon equivalents (DGEs) or gallons purchased, purchase price, refueling locations, miles driven, driving or route habits, metrics regarding emissions reductions, and savings or cost avoidance.

In addition, the Grantee will be responsible for compiling and submitting annual reports on fuel usage and vehicle operations for a period of five years, to begin following vehicle procurement, delivery, and the placement of vehicles into service. These reports may be combined with the annual report requirements noted in Section D.18 during the Grant Contract Term, where possible. Following the close of the Grant Contract Term, these reports shall be due no later than 30 days after the close of the Grantee's fiscal year.

The Grantee expressly understands and agrees that the obligations set forth in A.2.e. shall survive the expiration of this Grant Contract.

f. Grant Contract Final Report

Per Section D.18 of the Grant Contract, the Grantee shall submit a final project report within three months of the completion of the Term. (Please note that this report may be combined with the annual report for the final year of the grant period.) In addition to the information requested for the annual report, the final project report must also include cumulative financial information to match the final reimbursement request as well as inventory documentation for all equipment or vehicles purchased with funding through the Grant Contract. The inventory documentation must include, at a minimum, the following:

1. Description of the equipment or vehicles;
2. Manufacturer's serial number or other identification number, when applicable;
3. Consecutive inventory equipment or vehicles tag identification;
4. Acquisition date, cost, and check number;
5. Fund source, State Grant number, or other applicable fund source identification;
6. Percentage of state funds applied to the purchase;
7. Location within the Grantee's operations where the equipment or vehicles are used;
8. Condition of the property or disposition date if Grantee no longer has possession;
9. Depreciation method, if applicable; and
10. Monthly depreciation amount, if applicable.

Failure to submit complete quarterly, annual, or final reports may result in the required return of any and all payments made to the Grantee by the State. The Grantee will use quarterly, annual, and final report templates, available at http://www.tn.gov/environment/VWSettlement.

This program allows for the replacement or Repower of eligible Large Trucks that are leased out, so long as the entity applying to receive funds 1) takes full title to and ownership of the vehicles, and 2) the new vehicles will be leased to Tennessee-based operators who will use the vehicles for the duration of the grant's five-year annual reporting period, to begin following vehicle procurement, delivery, and the placement of vehicles into service. In the event that a vehicle lease contract between the applicant and a Large Truck operator is not renewed within the grant's five-year reporting period, the owner must place the replacement or Repowered Large Trucks within another Large Truck fleet in Tennessee and continue to report on related metrics (e.g., actual fuel usage, mileage of the grant-funded vehicles, etc.) for the remainder of the five-year reporting period. In the event the owner is unable to continue to operate the Large Trucks within a Tennessee fleet, that owner shall reimburse the State for the pro rata amount of the residual value, based upon the State's original contribution to the purchase price.

A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits;

b. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications;

c. The State Volkswagen Diesel Settlement Environmental Mitigation Trust Medium and Large Truck Grant Programs Manual, available at https://www.tn.gov/environment/program-areas/energy/state-energy-office--seo-/tennessee-and-the-volkswagen-diesel-settlement/project-solicitations/medium-and-heavy-truck-grant.html;

d. The State Volkswagen Diesel Settlement Environmental Mitigation Trust Medium and Large Truck Grant Programs Application Manual, available at https://www.tn.gov/content/dam/tn/environment/energy/documents/vw-resources/Medium_and_Large_Truck_Application_Manual.pdf.

e. The Beneficiary Mitigation Plan, available at http://www.tn.gov/environment/VW_BMP; and

f. The Environmental Mitigation Trust Agreement for State Beneficiaries, available at https://www.tn.gov/environment/program-areas/energy/state-energy-office--seo-/tennessee-and-the-volkswagen-diesel-settlement/environmental-mitigation-trust.html.

A.4. Grantee ☒ is / ☐ is not statutorily subject to an audit pursuant to the laws of Tennessee as outlined in sections D.19a. and D.19b. of the Grant Contract. If Grantee is statutorily subject to an audit pursuant to the laws of Tennessee, the citation requiring such audit is: Statute.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on April 1, 2022 ("Effective Date") and ending on March 31, 2024, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of forty-two (42) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Hundred Seventeen Thousand Eight Hundred Forty--Two Dollars And Eighty-Five Cents ($417,842.85) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation
Shauna Basques, Communications Coordinator/Energy Analyst, Office of Energy Programs
William R. Snodgrass Tennessee Tower, 2nd Floor
312 Rosa L. Parks Blvd.
Nashville, Tennessee 37243
Shauna.Basques@tn.gov
Telephone # (615) 812-1779
FAX # (615) 741-5070

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Environment and Conservation, Office of Energy Programs.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and

receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

ii. The amount reimbursed by Grant Budget line-item to date.

iii. The total amount reimbursed under the Grant Contract to date.

iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during

the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective

termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under the Grant Contract in a timely or proper manner, or if the Grantee violates any term(s) of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee. Specifically, the Grantee shall be liable to the State for the full amount paid by the State to the Grantee under this Grant Contract if the Grantee fails to fully meet the requirements of the Scope of Services.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Department of Environment and Conservation
Shauna Basques, Communications Coordinator/Energy Analyst, Office of Energy Programs
William R. Snodgrass Tennessee Tower, 2nd Floor
312 Rosa L. Parks Blvd.
Nashville, Tennessee 37243
Shauna.Basques@tn.gov
Telephone # (615) 812-1779
FAX # (615) 741-5070

The Grantee:

Mike Lowe, Comptroller, Finance Department
City of Franklin
109 3rd Ave S
Franklin, TN 37064
mikel@franklintn.gov
Telephone # (615) 550-6690
FAX # (615) 550-1955

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee, Department of Environment and Conservation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon

reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19.a. If the Grantee is statutorily subject to an audit pursuant to the laws of Tennessee, the following term as to audits shall apply:

Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 4.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.19.b. If the Grantee is not statutorily subject to an audit pursuant to the laws of Tennessee, the following term as to audits shall apply:

Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars ($750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars ($750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars ($750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 3 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 3 shall complete Attachment 4. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00). The term “motor vehicle” shall include any article of tangible personal property that is required to be registered under the “Tennessee Motor Vehicle Title and Registration Law”, Tenn. Code Ann. Title 55, Chapters 1-6.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall inventory said equipment or motor vehicles annually. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss.

After termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of Environment and Conservation as appropriate and in accordance with any applicable state or federal laws or regulations.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget’s Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment

activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations

related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

IN WITNESS WHEREOF,

CITY OF FRANKLIN:

GRANTEE SIGNATURE	**DATE**
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)	

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER	**DATE**

ATTACHMENT 1

GRANTEE'S PROPOSAL

GRANT BUDGET

VW Diesel Settlement Environmental Mitigation Trust Large Truck Grant Program

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: APRIL 1, 2022** **END: MARCH 31, 2024**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee, Grant & Award [2]	$270.00	$270.00	$540.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$0.00	$0.00	$0.00
11. 12	Travel, Conferences & Meetings	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$417,572.85	$143,190.95	$560,763.80
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$417,842.85	$143,460.95	$561,303.80

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: https://www.tn.gov/finance/looking-for/policies.html).

[2] Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
The Grantee amount that shall be put toward the installation of electric vehicle supply equipment unit(s) and associated hardware (including the installation and/or upgrade of electrical service, meters, and other relevant charging infrastructure items) shall not exceed $270.00.	$270.00
TOTAL	$270.00

CAPITAL PURCHASE	AMOUNT
The Grantee shall purchase one (1) All-Electric Large Truck. The Grant Contract amount that shall be put toward the vehicle purchase shall not exceed $411,572.85.	$411,572.85
The Grantee shall purchase electric vehicle supply equipment unit(s) and associated hardware (e.g., mounting kit, pedestal, etc.) for the purpose of charging the All-Electric Large Truck. The Grant Contract amount that shall be put toward the electric vehicle supply equipment unit(s) and associated hardware shall not exceed $6,000.00.	$6,000.00
TOTAL	$417,572.85

ATTACHMENT 3

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

☒ City of Franklin is subject to an audit for fiscal year #.

☐ City of Franklin is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number: 0000001552

Grantee's fiscal year end: 6/30/2022

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. Ø b. Ø
Funds received directly from the federal government	Ø
Non-federal funds received directly from the State of Tennessee	$417,842.85

ATTACHMENT 4

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 0000001552

Is City of Franklin a parent? Yes ☒ No ☐ (as a department of the City of Franklin)

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Franklin a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: City of Franklin

Parent entity's tax identification number: 62-6000290

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Eric Stuckey

Address: 109 Third Avenue South

Phone number: 615-550-6611

Email address: eric.stuckey@franklintn.gov

Parent entity's Edison Vendor ID number, if applicable: 1552

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02954

DATE: February 16, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kevin Townsel, Director of Human Resources
Sara Sylvis, Benefits Manager

SUBJECT:

*Consideration Of Resolution 2022-12, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Administrative Services Only For Group Health, Prescription Drug, And Vision Benefits For Employees And Retirees For A Term Of Award For The Human Resources Department (Purchasing Office Procurement Solicitation No. 2022-018).

PURPOSE:

The purpose of this resolution would be to authorize the use of the competitive sealed proposal procurement method for choosing the service provider for administrative services only for group health, prescription drug, and vision benefits for employees and retirees for a term of award for the Human Resources Department.

BACKGROUND/STAFF COMMENTS:

Tennessee law and City ordinance both require the Board of Mayor and Aldermen to authorize use of the competitive sealed proposal procurement method for choosing suppliers and/or service providers whenever the Board determines that the use of competitive sealed bidding is either not practicable or not advantageous for the City.

For the planned procurement of administrative services only for group health, prescription drug, and vision benefits for employees and retirees for a term of award, competitive sealed bidding is either not practicable or not advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

FINANCIAL IMPACT:

The financial impact of the procurement remains to be determined.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution No. 2022-12, a resolution authorizing the use of the competitive sealed proposal procurement method for choosing the service provider for administrative services only for group health, prescription drug, and vision benefits for employees and retirees for a term of award for the Human Resources Department.

RESOLUTION 2022-12

A RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE SEALED PROPOSAL PROCUREMENT METHOD FOR CHOOSING THE SERVICE PROVIDER FOR ADMINISTRATIVE SERVICES ONLY FOR GROUP HEALTH, PRESCRIPTION DRUG, AND VISION BENEFITS FOR EMPLOYEES AND RETIREES FOR A TERM OF AWARD

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1207 the City may use competitive sealed proposals rather than competitive sealed bids when the City adopts a process for the use of competitive sealed proposals and determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City; and

WHEREAS, the City passed Ordinance 2019-24 on August 13, 2019, authorizing the use of the competitive sealed proposal procurement method; and

WHEREAS, should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then City staff requests authority to use the competitive sealed proposal procurement method for determining which service provider to recommend for award of administrative services only for group health, prescription drug, and vision benefits for employees and retirees for a term of award; and

WHEREAS, the Board of Mayor and Aldermen find that the use of the competitive sealed proposal procurement method is advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

Should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then the City is authorized to use the competitive sealed proposal procurement method pursuant to the standards set forth in Municipal Code § 5-504 for determining which service provider to recommend for award of administrative services only for group health, prescription drug, and vision benefits for employees and retirees for a term of award because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2022.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Law Dept approved 02.21.22

Approved as to Form:

By: _____

Shauna R. Billingsley
City Attorney

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02955

DATE: February 16, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kevin Townsel, Director of Human Resources
Sara Sylvis, Benefits Manager

SUBJECT:

*Consideration Of Resolution 2022-13, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Administrative Services Only For Group Dental Benefits For Employees For A Term Of Award For The Human Resources Department (Purchasing Office Procurement Solicitation No. 2022-019).

PURPOSE:

The purpose of this resolution would be to authorize the use of the competitive sealed proposal procurement method for choosing the service provider for administrative services only for group dental benefits for employees for a term of award for the Human Resources Department.

BACKGROUND/STAFF COMMENTS:

Tennessee law and City ordinance both require the Board of Mayor and Aldermen to authorize use of the competitive sealed proposal procurement method for choosing suppliers and/or service providers whenever the Board determines that the use of competitive sealed bidding is either not practicable or not advantageous for the City.

For the planned procurement of administrative services only for group dental benefits for employees for a term of award, competitive sealed bidding is either not practicable or not advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

FINANCIAL IMPACT:

The financial impact of the procurement remains to be determined.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution No. 2022-13, a resolution authorizing the use of the competitive sealed proposal procurement method for choosing the service provider for administrative services only for group dental benefits for employees for a term of award for the Human Resources Department.

RESOLUTION 2022-13

A RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE SEALED PROPOSAL PROCUREMENT METHOD FOR CHOOSING THE SERVICE PROVIDER FOR ADMINISTRATIVE SERVICES ONLY FOR GROUP DENTAL BENEFITS FOR EMPLOYEES FOR A TERM OF AWARD

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1207 the City may use competitive sealed proposals rather than competitive sealed bids when the City adopts a process for the use of competitive sealed proposals and determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City; and

WHEREAS, the City passed Ordinance 2019-24 on August 13, 2019, authorizing the use of the competitive sealed proposal procurement method; and

WHEREAS, should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then City staff requests authority to use the competitive sealed proposal procurement method for determining which service provider to recommend for award of administrative services only for group dental benefits for employees for a term of award; and

WHEREAS, the Board of Mayor and Aldermen find that the use of the competitive sealed proposal procurement method is advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

Should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then the City is authorized to use the competitive sealed proposal procurement method pursuant to the standards set forth in Municipal Code § 5-504 for determining which service provider to recommend for award of administrative services only for group dental benefits for employees for a term of award because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2022.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley, City Attorney

Law Dept approved 02.21.22

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02956

DATE: February 16, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kevin Townsel, Director of Human Resources
Sara Sylvis, Benefits Manager

SUBJECT:

*Consideration Of Resolution 2022-14, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Group Term Life, Supplemental Life, Accidental Death & Dismemberment, And Long-Term Disability Benefits For Employees For A Term Of Award For The Human Resources Department (Purchasing Office Procurement Solicitation No. 2022-020).

PURPOSE:

The purpose of this resolution would be to authorize the use of the competitive sealed proposal procurement method for choosing the service provider for group term life, supplemental life, accidental death & dismemberment, and long-term disability benefits for employees for a term of award for the Human Resources Department.

BACKGROUND/STAFF COMMENTS:

Tennessee law and City ordinance both require the Board of Mayor and Aldermen to authorize use of the competitive sealed proposal procurement method for choosing suppliers and/or service providers whenever the Board determines that the use of competitive sealed bidding is either not practicable or not advantageous for the City.

For the planned procurement of group term life, supplemental life, accidental death & dismemberment, and long-term disability benefits for employees for a term of award, competitive sealed bidding is either not practicable or not advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

FINANCIAL IMPACT:

The financial impact of the procurement remains to be determined.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution No. 2022-14, a resolution authorizing the use of the competitive sealed proposal procurement method for choosing the service provider for group term life, supplemental life, accidental death & dismemberment, and long-term disability benefits for employees for a term of award for the Human Resources Department.

RESOLUTION 2022-14

A RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE SEALED PROPOSAL PROCUREMENT METHOD FOR CHOOSING THE SERVICE PROVIDER FOR GROUP TERM LIFE, SUPPLEMENTAL LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, AND LONG-TERM DISABILITY BENEFITS FOR EMPLOYEES FOR A TERM OF AWARD

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1207 the City may use competitive sealed proposals rather than competitive sealed bids when the City adopts a process for the use of competitive sealed proposals and determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City; and

WHEREAS, the City passed Ordinance 2019-24 on August 13, 2019, authorizing the use of the competitive sealed proposal procurement method; and

WHEREAS, should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then City staff requests authority to use the competitive sealed proposal procurement method for determining which service provider to recommend for award of group term life, supplemental life, accidental death & dismemberment, and long-term disability benefits for employees for a term of award; and

WHEREAS, the Board of Mayor and Aldermen find that the use of the competitive sealed proposal procurement method is advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

Should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then the City is authorized to use the competitive sealed proposal procurement method pursuant to the standards set forth in Municipal Code § 5-504 for determining which service provider to recommend for award of group term life, supplemental life, accidental death & dismemberment, and long-term disability benefits for employees for a term of award because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2022.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Law Dept approved 02.21.22

Approved as to Form:

By: _____

Shauna R. Billingsley
City Attorney

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02958

DATE: February 16, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kevin Townsel, Director of Human Resources
Sara Sylvis, Benefits Manager

SUBJECT:

*Consideration Of Resolution 2022-16, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Employee Assistance Program Services For Employees For A Term Of Award For The Human Resources Department (Purchasing Office Procurement Solicitation No. 2022-004).

PURPOSE:

The purpose of this resolution would be to authorize the use of the competitive sealed proposal procurement method for choosing the service provider for employee assistance program services for employees for a term of award for the Human Resources Department.

BACKGROUND/STAFF COMMENTS:

Tennessee law and City ordinance both require the Board of Mayor and Aldermen to authorize use of the competitive sealed proposal procurement method for choosing suppliers and/or service providers whenever the Board determines that the use of competitive sealed bidding is either not practicable or not advantageous for the City.

For the planned procurement of employee assistance program services for employees for a term of award, competitive sealed bidding is either not practicable or not advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

FINANCIAL IMPACT:

The financial impact of the procurement remains to be determined.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution No. 2022-16, a resolution authorizing the use of the competitive sealed proposal procurement method for choosing

the service provider for employee assistance program services for employees for a term of award for the Human Resources Department.

RESOLUTION 2022-16

A RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE SEALED PROPOSAL PROCUREMENT METHOD FOR CHOOSING THE SERVICE PROVIDER FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES FOR EMPLOYEES FOR A TERM OF AWARD

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1207 the City may use competitive sealed proposals rather than competitive sealed bids when the City adopts a process for the use of competitive sealed proposals and determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City; and

WHEREAS, the City passed Ordinance 2019-24 on August 13, 2019, authorizing the use of the competitive sealed proposal procurement method; and

WHEREAS, should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then City staff requests authority to use the competitive sealed proposal procurement method for determining which service provider to recommend for award of employee assistance program services for employees for a term of award; and

WHEREAS, the Board of Mayor and Aldermen find that the use of the competitive sealed proposal procurement method is advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

Should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then the City is authorized to use the competitive sealed proposal procurement method pursuant to the standards set forth in Municipal Code § 5-504 for determining which service provider to recommend for award of employee assistance program services for employees for a term of award because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2022.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Law Dept approved 02.21.22

Approved as to Form:

By: _____

Shauna R. Billingsley
City Attorney

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-03003

DATE: February 25, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of COF Contract No. 2022-0025, With Dale, Hutto & Lyle, PLLC For Title Searches And Reports Used For City Of Franklin's Acquisition Of Real Estate By Voluntary Purchase And Eminent Domain.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2022-0025, a Professional Services Agreement with the law firm of Dale, Hutto & Lyle, PLLC, for Title Searches and Reports for City use in acquiring real estate for City public works projects and other public purposes, whether by voluntary purchase or eminent domain.

BACKGROUND/STAFF COMMENTS:

The Law Department maintains a rotating on-call list of service providers from whom the City obtains title opinions to be used when obtaining easements and rights-of-way for City and other public works projects. The Law Department recently issued a Request for Qualifications, seeking to add additional qualified providers to the on-call list. Attorney Thomas Hutto of law firm Dale, Hutto & Lyle submitted a responsive request and is being recommended for addition to the City's on-call title opinion provider list.

FINANCIAL IMPACT:

There is no additional cost for the City to add another title opinion provider. Any necessary title opinion request would have gone to one of the other providers on the list at the same cost.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2022-0025.

CITY OF FRANKLIN, TENNESSEE
PROFESIONAL SERVICES AGREEMENT

(City of Franklin Contract No. 2022-0025)

THIS PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is entered into by and between the City of Franklin, Tennessee ("CITY"), and Dale, Hutto & Lyle, PLLC ("VENDOR"), who mutually agree as follows:

1. CITY issued on November 23, 2021, Solicitation RFQ Legal File No. A20-01227, a request for qualifications for professional services pertaining to title searches and reports for the City's voluntary purchase of real estate or its acquisition by eminent domain for City public works projects and other public purposes. ("SOLICITATION").

2. In response to SOLICITATION, VENDOR submitted a statement of qualifications dated December 15, 2021, ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.

3. VENDOR included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with VENDOR'S contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto in SUBMITTAL and is hereby incorporated by reference as if fully set forth herein.

4. VENDOR has, subsequent to SUBMITTAL, now also submitted Certificate(s) of Insurance ("CERTIFICATE(S) OF INSURANCE"), a copy/copies of which is/are attached hereto as and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY's Insurance Requirements.

5. If and when insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above expires either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by VENDOR and the acceptance by CITY of all of the products and/or services ordered from VENDOR, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that either indicates or collectively indicate the new date(s) of insurance coverage expiration and that either (a) meets or exceeds or (b) collectively meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.

6. In the event that insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above is materially modified or canceled either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by VENDOR and the acceptance by CITY of all of the products and/or services ordered from VENDOR, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.

7. VENDOR has also submitted CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as part of SUBMITTAL and hereby incorporated by reference as if fully set forth herein.

8. CITY has awarded to VENDOR membership and participation on the CITY'S rotating on-call list for professional services pertaining to title searches and reports for the City's

voluntary purchase of real estate or its acquisition by eminent domain for City public works projects and other public purposes pursuant to SOLICITATION and SUBMITTAL.

9. The term of award shall commence upon execution of this AGREEMENT and shall expire three (3) years from the effective date of this AGREEMENT. At any time after commencement but before expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, CITY's City Administrator); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension unless otherwise amended, including pricing; (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at CITY's discretion, CITY and VENDOR may negotiate an additional extension beyond such expiration. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.

10. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20____.

For Dale, Hutto & Lyle, PLLC:

_____
(signature of VENDOR's authorized representative)

TITLE: _____

For CITY:

_____
(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

_____
William E. Squires, Assistant City Attorney for CITY

Attachment No. 1

VENDOR'S SUBMITTAL DOCUMENTS

Dale
Hutto
& Lyle PLLC

Frank K. Dale
Thomas M. Hutto
Bevin W. Lyle

December 15, 2021

Ms. Shauna Billingsley
City of Franklin Law Department
Franklin City Hall
109 3rd Ave. South
Franklin, TN 37064
lawdept@franklintn.gov

Re: RFQ Legal File No. A20-01227

Dear Ms. Billingsley:

This letter and the information within is in response to the City of Franklin's request for qualifications for professional services pertaining to title searches and reports for the City's voluntary purchase of real estate for public use. In response to the request, we are submitting our firm for consideration. Dale, Hutto & Lyle, PLLC is the continuation of a partnership that began in 1986 between Ed Lawwell and Frank K. Dale. Its current ownership by Thomas M. Hutto and Bevin W. Lyle started January 1, 2021, with the addition of Bevin W. Lyle as a partner and the change to an of counsel position for Frank K. Dale. Since 1986, the partnership has had five partners, first Ed Lawwell and Frank Dale, William A. Graham joined them soon after, and the firm remained under that ownership until around 2008 when Ed Lawwell retired. William Graham retired at the end of 2014, and Thomas M. Hutto became a partner with Frank K. Dale. Collectively the firm has provided residential and commercial realty title searches and opinions for 35 years. In 2019 the firm began providing realty title searches to the City of Mt. Pleasant for the delinquent tax sale but has not provided services to other municipalities or the City of Franklin on an ongoing and contracted basis.

In the RFQ, the City is requesting the timely provision of title searches and reports for parcels or portions of parcels that it may acquire in and around Franklin, Tennessee, for public purposes. The opinion should provide a thoroughly detailed examination and delineation of any instrument of record affecting that parcel. In addition, the opinions for each parcel will contain the current ownership, especially when that does not match the deeded ownership, any mortgage or lien holders, and contact information for all owners or lien holders identified. Our firm will

provide services for a flat fee per parcel, unless and by agreement, the request is deemed complex.

Our firm performs over 450 title searches annually for transactions between $10,000.00 and $10,000,000.00 across Tennessee, focusing on Middle Tennessee. Annually we insure approximately $80,000,000.00 in loans and purchases through our wholly-owned title and closing company and our title insurance underwriters. We remain one of the few firms where our attorneys perform the search. We believe this allows us to more quickly identify title defects and either cure them or present a proposed cure as soon as possible so as not to delay the transaction at hand. We currently have four attorneys performing these searches, with a combined amount of experience of over 50 years. We have modernized and streamlined our firm and can provide our opinions quickly and directly to the City in any format requested. We do not believe that any conflict of interest may exist as we have no litigation against the City of Franklin or Williamson County. Our litigation is generally limited to partition and quiet title suits. As we already provide the requested services to property owners and lenders in Williamson County, no additional financial expense is anticipated by providing these services to the City.

Based on our strengths and experience with real estate in Middle Tennessee, we can provide the City with the information required to acquire parcels for public use. While we believe that this letter is a complete submission along with the companion documents, we are more than happy to provide further information, answer any questions, or appear for an interview. We feel our title opinions will give the City the best information it needs to move forward with the acquisition of parcels of land, whether by purchase, easement, or right of way, as quickly as possible.

We look forward to providing these services to the City and can state that our firm complies with all the requisites outlined in the RFQ. If you need further information, please contact me directly at 931-388-2822. With the kindest regards, I remain,

SINCERELY YOURS,

DALE, HUTTO & LYLE, PLLC

BY: Thomas M. Hutto

Thomas M. Hutto

Encl: Response Submittal Form
Affidavit of Non-Collusion
Affidavit of Title VI Compliance
Notice of Confidentiality
Standard Procurement Terms and Conditions
Indemnification Agreement

Response Submittal Form

a form required to be completed by respondents to

City of Franklin, Tennessee

Legal File No.: A20-01227

Respondent's name, street address, and mailing address (if different):	Dale, Hutto & Lyle, PLLC 805 S. Garden St. Columbia, TN 38401
Respondent's contact person's name (printed), title, telephone number and e-mail address:	Thomas M. Hutto Managing partner 931-388-2822 thomas@muletown.law
Does the respondent take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☑ No, respondent takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?	☐ Yes, see enclosed. ☑ No, respondent takes no exceptions.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to respondent?	☑ Yes. ☐ No, respondent requests the following payment terms: _____.
Last date that submittal is valid and may be accepted by the City: 12.15.21	
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the respondent prefer?	☑ ACH or Electronic Funds Transfer. ☐ Bank credit card.

Response Submittal Form

a form required to be completed by respondents to

City of Franklin, Tennessee

Legal File No.: A20-01227

Respondent's name:	Dale, Hutto & Lyle, PLLC
Are the following included with this Response Submittal Form in the submittal? • Statement of qualifications that is responsive to the procurement solicitation including the Request for Qualifications; • Identification, listing and description of any exceptions to the procurement solicitation including the Request for Qualifications; • Contact information for references, if required per the Request for Qualifications; • City of Franklin Standard Procurement Terms and Conditions, with the respondent's contact information inserted; • City of Franklin Affidavit of Non-Collusion, executed in full; • City of Franklin Affidavit of Title VI Compliance, executed in full; and • A complete copy of the submittal documents per the Instructions for Response Submittal.	☑ Yes, see enclosed. ☐ No, respondent chooses not to include all of these components (WARNING: doing so may cause the City to deem the submittal non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its response, it is the responsibility of each potential respondent to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	☐ Addendum No. 1. ☐ Addenda Nos. 1 through _____. ☑ No addenda.
Subscription and affirmation of respondent's authorized representative: By submission of this response, each submitter and each person signing on behalf of any submitter certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each submitter is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	Thomas H. Dale (signature)
Signature of respondent's authorized representative: I affirm that I am authorized by the respondent to sign this Response Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the response submitted herewith.	Thomas H. Dale (signature)
Title of respondent's authorized representative:	Managing Partner
Date of signatures:	12/15/2021

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

State of Tennessee)
) SS
County of Maury)

Affiant, Thomas M. Hutto, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Managing Partner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

Dale, Hutto & Lyle, PLLC,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

Thomas M. Hutto
(signature of Affiant)

Managing Partner
(title of Affiant)

Sworn and subscribed to before me this 15 day of December, 20 21

Jessie Ring
(Notary Public)

My Commission Expires: Aug 20 2024

JESSIE RING NOTARY PUBLIC STATE OF TENNESSEE MAURY COUNTY

(Submitted in response to City of Franklin Law Department Solicitation No. A20 -01221)

Affidavit of Title VI Compliance

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of Tennessee)
) SS
County of Maury)

Affiant, Thomas M. Hutto, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Managing Partner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

Dale, Hutto & Lyle, PLLC,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;

4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;

5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and

6. This Affidavit is made on personal knowledge.

Thomas M. Hutto
(signature of Affiant)

Managing Partner
(title of Affiant)

Sworn and subscribed to before me this 15 day of December, 20 21.

Jessie A Ring
(Notary Public)

My Commission Expires: Aug 20, 2024

JESSIE RING
STATE OF TENNESSEE
NOTARY PUBLIC
MAURY COUNTY

City of Franklin Notice of Confidentiality & Proprietary Rights

Legal File No.: A20-01227

THE CONTENTS OF THE CITY OF FRANKLIN, TENNESSEE PROCUREMENT AWARD MADE PURSUANT TO THE CITY'S PROCUREMENT SOLICITION REFERENCED ABOVE, AND SOME OR ALL INFORMATION THAT MAY BE OBTAINED IN THE COURSE OF ITS PERFORMANCE, MAY INCLUDE HIGHLY CONFIDENTIAL INFORMATION THAT MAY SUBJECT ANYONE DISCLOSING SUCH INFORMATION TO CIVIL AND CRIMINAL PENALTIES IMPOSED BY LOCAL, STATE AND FEDERAL LAW.

The successful Vendor must necessarily be granted access to public and private information that may be confidential under the Tennessee Open Records Law and other privacy laws.

CONFIDENTIAL INFORMATION

As a result of the procurement award, the parties may provide each other with Confidential Information. For the purposes of this Notice, "Confidential Information" is any information disclosed or discovered in written, graphic, verbal, or machine-recognizable form, whether or not clearly marked, designated, labeled or identified as such. Notwithstanding any other provisions of this Notice, Confidential Information shall not include any information that:

1. is or becomes publicly known through no wrongful act of the receiving party;
2. is already known to the receiving party without restriction when it is disclosed;
3. is, or subsequently becomes, rightfully and without breach of this Notice, in the receiving party's possession without any obligation restricting disclosure;
4. is independently developed by the receiving party without breach of this Notice;
5. is explicitly approved for release by written authorization of the disclosing party; or
6. is required to be disclosed under state or federal law.

Each party agrees to:

1. maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by state or federal law or by a court of competent jurisdiction;
2. restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information;
3. take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing and requiring written acknowledgements from its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and
4. use such Confidential Information only in furtherance of the performance of this Notice.

City of Franklin Notice of Confidentiality & Proprietary Rights

Law Department Solicitation No.: A20-01227

Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the Vendor to use the Confidential Information in the manner and to the extent permitted by the scope of work. Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of Vendor's intentional, negligent, inadvertent or unintentional release of City documents or information.

PRESERVATION OF CITY'S PROPRIETARY RIGHTS, RIGHTS OF THIRD PARTIES

The City, including its contractors, agents, employees and any third party manufacturers of any equipment, and the copyright owner of any Non-Vendor Software shall own and retain all of their respective Proprietary Rights in any Equipment and Software. Nothing in this Notice is intended to restrict the Proprietary Rights of Vendor, any copyright owner of Non-Vendor Software, or any third party manufacturer of equipment. All intellectual property developed, originated, or prepared by Vendor in connection with providing to City consulting services in connection with the evaluation of the City's equipment, software, or related systems and services remain vested exclusively in City, and this Notice does not grant to Vendor any shared development rights of intellectual property. Exclusive title to all data input, generated by or transferred into or out of the City's system by City shall remain vested in City.

Nothing in this Notice will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Vendor's Proprietary Rights. City agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

I HAVE READ THE ABOVE TERMS, UNDERSTAND THEM AND AGREE TO ABIDE BY THEM UNDER PENALTY OF LAW.

SO ACKNOWLEDGED:

Thomas M. Hunter — Signature of authorized representative of Vendor

12/05/2021 — Date

Employee's signature
(to be signed by each employee at the time of commencement of services)

Date

Standard Procurement Terms and Conditions
City of Franklin, Tennessee

1. Assignment and Successors. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

2. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

3. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

4. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.

5. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:	In the case of Vendor:
City of Franklin	Dale, Hutto & Lyle, PLLC
Attn: Law Department	Attn: Thomas M. Hutto
Re: City of Franklin Law Department Legal File No. A20-01227	
109 Third Ave. South	805 S. Garden St
P.O. Box 305	Columbia, TN 38401
Franklin, TN 37065-0305	thomas@muletown.law
FAX: 615-550-6998	

6. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.

7. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.

8. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.

9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

10. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.

11. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

12. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.

13. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.

14. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

15. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

16. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already

rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

17. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under the "Severability" section above, and may also have such other remedies as it may be entitled to in law or in equity.

18. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.

19. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section title and signed by an authorized representative of each party.

20. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

Indemnification Agreement

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of Tennessee)
) SS
County of Maury)

On behalf of Bidder/Proposer, Thomas M. Hutto agrees that:
(printed name of person signing Agreement)

1. He or she is the Managing Partner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Dale, Hutto & Lyle, PLLC,
(legal name of entity submitting bid or proposal)
the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and

4. This Agreement is made on personal knowledge.

Thomas M. Hutto
(signature of person whose printed name appears above)

Managing Partner
(title of person whose printed name appears above)

Sworn and subscribed to before me this 15 day of December, 20 21

Jessie A Ring
(Notary Public)

My Commission Expires: Aug 20, 2024

JESSIE RING STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY

(Submitted in response to City of Franklin Law Department Solicitation No. A20 -01227)

Form revised 12/12/2016

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-03004

DATE: February 25, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of COF Contract No. 2022-0026, With Foreman Watson Holtrey, LLP For Title Searches And Reports Used For City Of Franklin's Acquisition Of Real Estate By Voluntary Purchase And Eminent Domain.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2022-0026, a Professional Services Agreement with the law firm of Foreman Watson & Holtrey, LLP, for Title Searches and Reports for City use in acquiring real estate for City public works projects and other public purposes, whether by voluntary purchase or eminent domain.

BACKGROUND/STAFF COMMENTS:

The Law Department uses a rotating on-call list of providers from whom the City obtains title opinions to be used when pursuing easements and rights-of-way for the City and other public works projects. Attorney R. Mark Dougall has been on the on-call list for three years from a previous Request for Qualifications, and has been providing the service through his private law firm, Dougall Law Offices, PLLC. The contract's initial term recently expired and was up for renewal, but Mr. Dougall has merged his firm with the law firm of Foreman Watson Holtrey, LLP. If approved, Mr. Dougall will still provide title opinions for City use, but because the firms have changed and the prior agreement has expired, a new agreement is necessary. The submittal documents in Attachment No. 2 will be updated with the new firm's information prior to contract execution.

FINANCIAL IMPACT:

There is no additional cost for the City to continue using Mr. Dougall's services.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2022-0026.

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT

(City of Franklin Contract No. 2022-0026)

THIS PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is entered into by and between the City of Franklin, Tennessee ("CITY"), and Foreman Watson Holtrey, LLP ("VENDOR") for the continued services of Attorney R. Mark Dougall, who mutually agree as follows:

1. CITY issued (a) on November 8, 2017, Purchasing Office Solicitation No. 2018-003, a request for qualifications for professional services pertaining to title searches and reports for the City's voluntary purchase of real estate or its acquisition by eminent domain for City public works projects and other public purposes, and (b) on December 8, 2017, Addendum No. 1 to Purchasing Office Solicitation No. 2018-003 (collectively, "SOLICITATION").

2. In response to SOLICITATION, Dougall Law Offices, PLLC, submitted a statement of qualifications for the services of Attorney R. Mark Dougall dated December 15, 2021 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.

3. The SUBMITTAL included CITY's Standard Procurement Terms and Conditions with all necessary contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as part of Attachment No. 1 and are hereby incorporated by reference as if fully set forth herein.

4. Attorney R. Mark Dougall, who shall continue to provide the professional services for CITY as described herein, has moved his practice of law to VENDOR named herein, Foreman Watson Holtrey, LLP. Because Attorney R. Mark Dougall has changed law firms, VENDOR will need to update some of the documents provided to CITY in the original SUBMITTAL. Those updated documents are attached hereto as Attachment No. 2, and are hereby incorporated by reference as if fully set forth herein. To the extent that there is any conflict between the updated documents and those submitted in the original SUBMITTAL, the updated documents shall take precedence.

5. VENDOR has submitted Certificate(s) of Insurance ("CERTIFICATE(S) OF INSURANCE"), a copy/copies of which is/are attached hereto as part of Attachment No. 2, that meets or exceeds CITY's Insurance Requirements.

6. If and when insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above expires either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by VENDOR and the acceptance by CITY of all of the products and/or services ordered from VENDOR, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that either indicates or collectively indicate the new date(s) of insurance coverage expiration and that either (a) meets or exceeds or (b) collectively meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.

7. In the event that insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above is materially modified or canceled either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery

by VENDOR and the acceptance by CITY of all of the products and/or services ordered from VENDOR, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.

8. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Except as may be approved and authorized by CITY in advance of any subcontractor commencing work for this award, VENDOR may not subcontract any service component of the award except as is indicated in SUBMITTAL.

9. VENDOR has also submitted CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as part of Attachment No. 2.

10. CITY awarded on January 23, 2018, to Dougall Law Offices, PLLC, the purchase of professional services from Attorney R. Mark Dougall pertaining to title searches and reports for the City's voluntary purchase of real estate or its acquisition by eminent domain for City public works projects and other public purposes pursuant to SOLICITATION and SUBMITTAL, and hereby renews the award with R. Mark Dougall through VENDOR, Foreman Watson Haltrey, LLP.

11. Because the original agreement for services with R. Mark Dougall provided for a term of three (3) years with two (2) possible extensions of one (1) year, and because the initial term of three (3) years has recently expired, the term of this award shall commence upon execution of this AGREEMENT and shall expire one (1) year from the effective date of this AGREEMENT, in line with the extension period of the prior agreement. At any time after commencement, CITY and VENDOR may, by mutual consent, exercise one more option to extend the term of award for up to one (1) additional year, for a maximum possible term of award of two (2) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, the CITY's City Administrator); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing, unless otherwise amended; (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at CITY's discretion, CITY and VENDOR may negotiate an additional extension beyond such expiration. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.

12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY'S TERMS; (c) UPDATED DOCUMENTS IN ATTACHMENT NO. 2; (d) SOLICITATION; and (e) the original SUBMITTAL.

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT

(City of Franklin Contract No. 2022-0026)

EXECUTED THIS _____ DAY OF _____ 20____.

For Foreman Watson Holtrey, LLP:

_____
(signature of VENDOR'S authorized representative)

TITLE: _____

For CITY:

_____
(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

_____
William E. Squires, Assistant City Attorney for CITY

Attachment No. 1

Excerpts from SUBMITTAL
By Dougall Law Offices
For Services of Attorney R. Mark Dougall

Response Submittal Form

a form required to be completed by respondents to

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2018-003

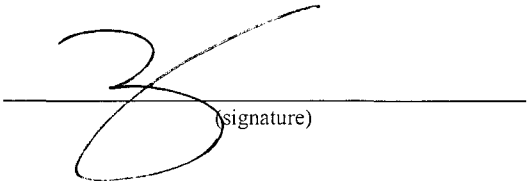
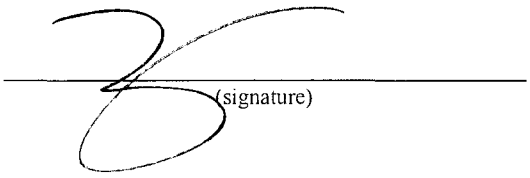
Respondent's name, street address, and mailing address (if different):	Dougall Law Offices, PLLC 101 SE Parkway Court Suite 220 Franklin, TN 37064
Respondent's contact person's name (printed), title, telephone number and e-mail address:	R. Mark Dougall Sole Member 615-369-8180
Does the respondent take any exceptions to the City's procurement solicitation?	■ Yes, see enclosed. ☐ No, respondent takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?	■ Yes, see enclosed. ☐ No, respondent takes no exceptions.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to respondent?	■ Yes. ☐ No, respondent requests the following payment terms: _____.
Last date (no sooner than February 28, 2018) that submittal is valid and may be accepted by the City:	April 15, 2018
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which electronic payment method would the respondent prefer?	■ ACH or Electronic Funds Transfer. ☐ Visa credit card.

Response Submittal Form

a form required to be completed by respondents to

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2018-003

Respondent's name:	Dougall Law Offices, PLLC
Are the following included with this Response Submittal Form in the submittal? • Detailed respondent-supplied statement of qualifications responsive to Request for Qualifications; • Identification, listing and description of any exceptions to the procurement solicitation; • City of Franklin Standard Procurement Terms and Conditions, with the respondent's contact information inserted; • Respondent's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions; • Affidavit of Non-Collusion, executed in full; and • Affidavit of Title VI Compliance, executed in full.	☒ Yes, see enclosed. ☐ No, respondent chooses not to include all of these components (WARNING: doing so may cause the City to deem the submittal non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its response, it is the responsibility of each potential respondent to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	☒ Addendum No. 1. ☐ Addenda Nos. _____. ☐ No addenda.
Subscription and affirmation of respondent's authorized representative: By submission of this response, each submitter and each person signing on behalf of any submitter certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each submitter is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 (signature)
Signature of respondent's authorized representative: I affirm that I am authorized by the respondent to sign this Response Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the response submitted herewith.	 (signature)
Title of respondent's authorized representative:	Sole Member
Date of signatures:	11-21-17



Dougall Law Offices, PLLC
101 SE Parkway Court, Suite 220
Franklin, TN 37067

Via Hand Delivery
City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Avenue South
Franklin, TN 37065

Re: Request for Qualifications No. 2018-003
Listing of References

To Whom It May Concern:

Pursuant to the above-referenced RFQ, paragraph 11.8, please consider this my firm's statement of qualifications.

i. Dougall Law Offices, PLLC ("DLO") is a member managed professional limited liability company formed in Tennessee. The company is managed by the sole-member and Tennessee licensed attorney, R. Mark Dougall. Mark Dougall has been licensed to practice law in Tennessee since 1993, has never been the subject of any disciplinary action. Mark Dougall has focused his practice on real estate since 2002, and has owned and/or managed title companies since 2005. DLO's title company affiliate, DLO Title, LLC employs two highly qualified paralegals with decades of combined experience in real estate title examination.

ii. Mark Dougall has been providing real estate title opinions since 2002, (see resume attached).

iii. DLO has never provided services to any Tennessee municipality other than the City of Franklin.

iv. DLO has provided services to the City of Franklin during the years 2012-2015. DLO fully understands the scope of work required by the City of Franklin and has the knowledge, experience, resources, staff, and equipment to perform any and all work referred to it pursuant to this RFQ.

v. The firm accepts and intends to comply with all provisions of the City's RFQ 2018-003; provided, however, the City must understand that a Title

Opinion is not a substitute for a policy of title insurance. If the City intends to move forward with a project, and decides it must be covered for any loss which may arise if the Title Opinion contains any errors, the City must purchase title insurance. In addition, the firm's current professional liability limits are $1.5 million in the aggregate ($500,000 per occurrence). The policy will be renewed in July 2018 with $1 million combined limits.

REFERENCES:

1. **Joe Taylor**, General Counsel, Franklin American Mortgage, 501 Corporate Centre Drive, Suite 400, Franklin, TN 37067, (615) 468-3448, jtaylor@franklinamerican.com
2. **William J. Burke**, Vice President, Synovus Mortgage Corp., 9050 Carothers Parkway, Franklin, TN 37067, (615) 519-0376, williamburke@bankofnashville.com
3. **Lee LaGraize**, Vice President, Fidelity National Title Insurance Company, 6840 Carothers Parkway, Suite 200, Franklin, TN 37067 (615) 390-8615, lee.lagraize@fnf.com

I appreciate the opportunity to make this submission. If you have any questions or comments about this letter or the enclosures, please feel free to call me.

Very truly yours,

DOUGALL LAW OFFICES, PLLC

R. Mark Dougall, Sole Member

R. MARK DOUGALL
101 SE PARKWAY COURT, SUITE 220
FRANKLIN, TN 37064
DIRECT (615) 369-8181
MOBILE (615) 397-6275
FAX (615) 216-8505

E-MAIL: MARK@DLO.CC

DOUGALL LAW OFFICES, PLLC, FOUNDER SOLE MEMBER, *Franklin, TN* 1998 -Present

- Have provided legal services to individuals, commercial entities, and City of Franklin.
- During first ten years of practice enjoyed a successful complex commercial litigation practice. In succeeding years, used trial experience to counsel clients to successfully structure agreements and transactions and to avoid or manage litigation.
- Manage all facets of law firm's affiliated title agency. Responsibilities include oversight of all facets of over eight thousand insured real estate transactions, oversight of all day to day operations, oversight of strict regulatory compliance, human resources, vendor agreements, and development and maintenance of client relationships.
- Focused practice: Real Estate, Business Planning, Estate Planning.
- Draft and negotiate all forms of agreements related to focused practice areas.

DLO TITLE, LLC, CEO, *Franklin, TN* 2011-Present

- Manage title agency affiliate of Dougall Law Offices, PLLC, which closes and/or insures commercial and residential property transactions. Oversee closing of real estate transactions, receipt and disbursement of escrow funds, and issuance of title insurance policies and endorsements.
- Responsible for compliance with all governmental and banking institution requirements. DLO Title, LLC, is third-party certified as compliant with ALTA Best Practices.
- Responsible for overseeing technology infrastructure to keep it state of the art, secure, useful, and user-friendly, deployed through our dedicated IT professional.
- Responsible for daily review of escrow accounts and reviewing three-way reconciliation reports. DLO Title has never had an escrow anomaly.
- DLO Title is one of the very few title agencies in Middle Tennessee authorized and approved by our underwriter (Chicago Title Insurance Company) to handle both residential and large commercial closings.

OVERLAND TITLE COMPANY, LLC, CEO, *Franklin, TN* 2005-2011

- Co-founder of Overland Title. Managed massive growth from inception through late 2007, increasing monthly order count from 20 to 250, making it the fastest growing title company in Tennessee during the period.
- Responsible for successful, seamless winding down of Overland Title after dissolution of partnership.

WEAVER & DOUGALL, ATTORNEYS, PARTNER, *Nashville* 1996-1998

- Partner in boutique entertainment / intellectual property law firm. Represented major record labels, publishing companies, recording artists, songwriters, and artist managers.
- Prosecuted intellectual property litigation in federal courts in New York, Georgia, California, and Tennessee.

BREWER, KRAUSE, BROOKS & MILLS, ATTORNEYS, ASSOCIATE, *Nashville* 1995-1996

- Associate in large Nashville insurance defense law firm. Tried and settled simple and complex insurance cases.

LAW OFFICES OF JAMES E. ZWICKEL, ASSOCIATE, *Nashville* 1993-1995

- Associate in boutique complex litigation firm. Tried and settled cases in state and federal courts and in the United States Sixth Circuit Court of Appeals.

EDUCATION

INDIANA UNIVERSITY, BLOOMINGTON, INDIANA
DOCTOR OF JURISPRUDENCE, 1993

Federal Communications Law Journal, Executive Editor
Class Graduation Speaker Nominee
Dean's Honors recipient
S. D. Eskenazi Fellow
H. M. Strong Scholar
Member of Academic Regulations Committee (Appointed by Dean)
Co-founder and vice-president of Entertainment and Sports Law Society

GEORGIA INSTITUTE OF TECHNOLOGY, ATLANTA, GEORGIA
BACHELOR OF SCIENCE IN MANAGEMENT, 1990
CERTIFICATE (MINOR) IN PROFESSIONAL AND TECHNICAL COMMUNICATION, 1990

Dean's List Graduate
Lockheed Aircraft Corporation / Robert E. Gross Scholar
I. L. Kunian Scholar
Georgia Tech Scholar
L. M. Fitten Scholar
Lowry Scholar

LICENSURES

LICENSED TO PRACTICE LAW IN TENNESSEE (1993)

ADMITTED TO PRACTICE BEFORE ALL TENNESSEE STATE COURTS (1993)

ADMITTED TO PRACTICE IN FEDERAL COURT FOR MIDDLE DISTRICT OF TENNESSEE (1994)

ADMITTED TO PRACTICE IN U.S. SIXTH CIRCUIT COURT OF APPEALS (1994)

LICENSED TENNESSEE TITLE INSURANCE PRODUCER

LICENSED TENNESSEE LIFE INSURANCE PRODUCER

TENNESSEE SUPREME COURT APPROVED CIVIL TRIAL MEDIATOR

PERSONAL

LEADERSHIP MEMBER OF MIDDLE TENNESSEE TITLE AGENCY ASSOCIATION

MEMBER OF ADVISORY BOARD, YMCA OF COOL SPRINGS (2008-12)

FOUNDING MEMBER OF THE RECORDING ARTISTS' COALITION: PART OF SUCCESSFUL EFFORT TO IMPLEMENT CHANGE TO FEDERAL COPYRIGHT LAW BENEFITING RECORDING ARTISTS (2001-02).

EXECUTIVE MEMBER OF NASHVILLE SPORTS COUNCIL AND TENNFL COMMITTEE AS PART OF SUCCESSFUL ALLIANCE TO BRING PROFESSIONAL SPORTS TO NASHVILLE (1995-1998).

MEMBER OF WILLIAMSON COUNTY BAR ASSOCIATION

MEMBER OF MENSA

RESIDE IN THOMPSONS STATION, TENNESSEE

DEDICATED FATHER OF TWO WONDERFUL CHILDREN

REFERENCES

AVAILABLE UPON REQUEST

Exception(s) to Response Submittal Form

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2018-003

Respondent: Dougall Law Offices, PLLC

Exception to indemnification agreement. Will not indemnify against loss or damage that would have been covered by policy of title insurance. Exception to paragraph 9 of Procurement Agreement. Indemnity Agreement to be modified consistent with the immediately preceding sentence.

LAW DEPARTMENT

Shauna R. Billingsley, Esq.
City Attorney
Also Licensed in Texas

HISTORIC
FRANKLIN
TENNESSEE

DATE

Re: Engagement Letter for Legal Services Relating to Title Searches

Dear _____:

We would be pleased to retain your firm as outside counsel in connection with the above referenced matters. Your firm may be retained pursuant to the City of Franklin Code of Ordinances. In addition to the following, the terms of representation are contained in the *City of Franklin Law Department Policy and Procedures for Outside Counsel* (the "*Policy*") attached to this letter. Please familiarize yourself with the requirements contained in the *Guidelines* and ensure that all personnel working on City of Franklin matters are familiar with them as well. By continuing to undertake further representation, you are agreeing to abide by the terms of the *Policy*.

Please identify an individual to serve as a Principal Client Contact as required under the *Policy*. This person will serve as the Law Department's main point of contact for this engagement. It is also important that you keep the City Attorney's office informed regarding all aspects of the work in accordance with the requirements set out in the *Policy*. You are required to submit to our office, via e-mail, a litigation status report every 6 months, using the attached chart. We will provide it to you electronically at the e-mail address you provide. Please note that all bills should be submitted to my attention with a copy to the appropriate department involved. Please use the name of the matter on your bills, and bill each matter separately from any other work you are performing for the City. For all billing inquiries, please provide us with a business office contact.

Pursuant to City of Franklin Purchasing Solicitation 2018-003, title searches should be billed at a rate of $450 per search and report. Note that the *Policy* requires that you receive recommendation from City Attorney Shauna Billingsley. By signing this engagement letter, you are agreeing to the terms contained in this letter, the *Policy*, and the City of Franklin Purchasing Solicitation 2018-003.

We look forward to working with you on this matter to provide the highest level of legal services to the citizens of the City of Franklin.

Sincerely,

Shauna Billingsley
City Attorney

Attachment: 1) City of Franklin Law Department Policy and Procedures for Outside Counsel
2) Outside Counsel Litigation Case Status Form

HISTORIC
FRANKLIN
TENNESSEE

PLEASE FILL OUT THE FORM BELOW AND RETURN

Rates/hour or contract rate		**Principal Client Contact Information**
Attorney (includes partners)	$ /	Name: R. Mark Dougall
Associates	$ /	Telephone: 615-369-8180
Paralegals	$ /	E-mail: Title@DLO.cc
Copying costs	$ /	Other information:
Other **TITLE SEARCHES**	$450.00/opinion letter	
Proposed by: Attorney Signature Firm Date: 11-21-17		Accepted by: Eric S. Stuckey City Administrator Date:

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

State of Tennessee)
) SS
County of Williamson)

Affiant, R. Mark Dougall, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Sole Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Dougall Law Offices, PLLC,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

_____ Sole Member
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this 21 day of November, 2017

_____ My Commission Expires: _____
(Notary Public)

BROOKE SHOAF
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
COMM EXP 05/06/2019

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2018-003)

Affidavit of Title VI Compliance

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of Tennessee)
) SS
County of Williamson)

Affiant, R, Mark Dougall, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Sole Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Dougall Law Offices, PLLC,
(legal name of entity submitting bid or proposal)
the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

(signature of Affiant) Sole Member (title of Affiant)

Sworn and subscribed to before me this 21 day of November, 2017

(Notary Public) My Commission Expires: _____

BROOKE SHOAF STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY EXP 05/06/20

Standard Procurement Terms and Conditions
City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.

4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:	In the case of Vendor:
City of Franklin	Dougall Law Offices, PLLC
Attn: Purchasing Manager	Attn: R. Mark Dougall
Re: City of Franklin Purchasing Office Solicitation No. 2018-003	
109 Third Ave. South	101 SE Parkway, Ste 220
P.O. Box 305	Franklin, TN 37064
Franklin, TN 37065-0305	Phone: 615-369-8180
FAX: 615-550-0079	Fax: 615-216-8505
E-mail: purchasing@franklintn.gov	TITLE@DLO.CC

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.

6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.

7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.

8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.

10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.

12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.

13. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

15. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and

equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.

17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.

18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.

19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

MINNESOTA LAWYERS MUTUAL
INSURANCE COMPANY

CERTIFICATE OF INSURANCE

ISSUE DATE 07/25/18

333 South Seventh Street
Suite 2200
Minneapolis, MN 55402
612-341-4530 or 800-422-1370
FAX 800-305-1510

THIS CERTIFICATE OF INSURANCE IS FOR INFORMATIONAL PURPOSES ONLY. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICY(IES)

Named Insured	Company Providing Coverage
Dougall Law Offices PLLC **101 SE Parkway Ct Ste 220** **Franklin, TN 37064**	Minnesota Lawyers Mutual Insurance Co. 333 South Seventh Street Suite 2200 Minneapolis, MN 55402

Type of Insurance	Policy Number	Policy Period	Limits of Liability
Lawyers Professional Liability	**18787 15**	**7/23/2018** to **7/23/2019**	**$1,000,000** per claim **$3,000,000** aggregate

Special Items

Certificate Holder	Cancellation
City of Franklin **109 3rd Avenue South** **Franklin, TN 37064**	IF ANY OF THE POLICIES LISTED ABOVE ARE CANCELLED PRIOR TO THE POLICY EXPIRATION DATE, MINNESOTA LAWYERS MUTUAL INS. CO. WILL ENDEAVOR TO PROVIDE THE CERTIFICATE HOLDER WITH WRITTEN NOTICE WITHIN 30 DAYS, BUT FAILURE TO PROVIDE SUCH NOTICE WILL NOT IMPOSE LIABILITY OF ANY KIND UPON MINNESOTA LAWYERS MUTUAL INS. CO., ITS AGENTS OR REPRESENTATIVES.

Authorized Representative

MLM-150 (04-10)

City of Franklin Notice of Confidentiality & Proprietary Rights

Purchasing Office Solicitation No.: 2018-003

THE CONTENTS OF THE CITY OF FRANKLIN, TENNESSEE PROCUREMENT AWARD MADE PURSUANT TO THE CITY'S PROCUREMENT SOLICITION REFERENCED ABOVE, AND SOME OR ALL INFORMATION THAT MAY BE OBTAINED IN THE COURSE OF ITS PERFORMANCE, MAY INCLUDE HIGHLY CONFIDENTIAL INFORMATION THAT MAY SUBJECT ANYONE DISCLOSING SUCH INFORMATION TO CIVIL AND CRIMINAL PENALTIES IMPOSED BY LOCAL, STATE AND FEDERAL LAW.

The successful Vendor must necessarily be granted access to public and private information that may be confidential under the Tennessee Open Records Law and other privacy laws.

CONFIDENTIAL INFORMATION

As a result of the procurement award, the parties may provide each other with Confidential Information. For the purposes of this Notice, "Confidential Information" is any information disclosed or discovered in written, graphic, verbal, or machine-recognizable form, whether or not clearly marked, designated, labeled or identified as such. Notwithstanding any other provisions of this Notice, Confidential Information shall not include any information that:

1. is or becomes publicly known through no wrongful act of the receiving party;
2. is already known to the receiving party without restriction when it is disclosed;
3. is, or subsequently becomes, rightfully and without breach of this Notice, in the receiving party's possession without any obligation restricting disclosure;
4. is independently developed by the receiving party without breach of this Notice;
5. is explicitly approved for release by written authorization of the disclosing party; or
6. is required to be disclosed under state or federal law.

Each party agrees to:

1. maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by state or federal law or by a court of competent jurisdiction;
2. restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information;
3. take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing and requiring written acknowledgements from its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and
4. use such Confidential Information only in furtherance of the performance of this Notice.

City of Franklin Notice of Confidentiality & Proprietary Rights

Purchasing Office Solicitation No.: 2018-003

Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the Vendor to use the Confidential Information in the manner and to the extent permitted by the scope of work. Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of Vendor's intentional, negligent, inadvertent or unintentional release of City documents or information.

PRESERVATION OF CITY'S PROPRIETARY RIGHTS, RIGHTS OF THIRD PARTIES

The City, including its contractors, agents, employees and any third party manufacturers of any equipment, and the copyright owner of any Non-Vendor Software shall own and retain all of their respective Proprietary Rights in any Equipment and Software. Nothing in this Notice is intended to restrict the Proprietary Rights of Vendor, any copyright owner of Non-Vendor Software, or any third party manufacturer of equipment. All intellectual property developed, originated, or prepared by Vendor in connection with providing to City consulting services in connection with the evaluation of the City's equipment, software, or related systems and services remain vested exclusively in City, and this Notice does not grant to Vendor any shared development rights of intellectual property. Exclusive title to all data input, generated by or transferred into or out of the City's system by City shall remain vested in City.

Nothing in this Notice will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Vendor's Proprietary Rights. City agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

I HAVE READ THE ABOVE TERMS, UNDERSTAND THEM AND AGREE TO ABIDE BY THEM UNDER PENALTY OF LAW.

SO ACKNOWLEDGED:

Sole Member — 6.27.18

Signature of authorized representative of Vendor — Date

Donahue Law Offices PLLC

Employee's signature — Date

(to be signed by each employee at the time of commencement of services)

Indemnification Agreement

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of TENNESSEE)
) SS
County of WILLIAMSON)

On behalf of Bidder/Proposer, R. Mark Dodgen agrees that:
(printed name of person signing Agreement)

1. He or she is the Sole Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Dodgen Law Offices, PLLC,
(legal name of entity submitting bid or proposal)

   the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and

4. This Agreement is made on personal knowledge.

(signature of person whose printed name appears above)

Sole Member
(title of person whose printed name appears above)

Sworn and subscribed to before me this 27 day of June, 2018

E. Mannix
(Notary Public)

E. MANNIX STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 1-8-2019

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2018-003)

Form revised 12/12/2016

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT

(City of Franklin Contract No. 2022-0026)

Attachment No. 2

Updated Submittal Documents From
VENDOR
FOREMAN WATSON HOLTREY, LLP
For Continued Services of Attorney R. Mark Dougall

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

State of _____)
) SS
County of _____)

Affiant, _____, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

_____,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;

4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;

5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and

6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

_____ _____
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20_____

_____ My Commission Expires: _____
(Notary Public)

(Submitted in response to City of Franklin Law Department Solicitation No. _____-_____)

Affidavit of Title VI Compliance

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of _____)
) SS
County of _____)

Affiant, _____, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

_____,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;

4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;

5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and

6. This Affidavit is made on personal knowledge.

_____ _____
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20_____

_____ My Commission Expires: _____
(Notary Public)

Standard Procurement Terms and Conditions
City of Franklin, Tennessee

1. Assignment and Successors. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

2. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

3. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

4. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.

5. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:	In the case of Vendor:
City of Franklin	_____
Attn: Law Department	_____
Re: City of Franklin Law Department Legal File No. ____-___	
109 Third Ave. South	_____
P.O. Box 305	_____
Franklin, TN 37065-0305	_____
FAX: 615-550-6998	_____
	_____

6. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.

7. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.

8. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.

9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

10. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.

11. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

12. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.

13. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.

14. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

15. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

16. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already

rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

17. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under the "Severability" section above, and may also have such other remedies as it may be entitled to in law or in equity.

18. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.

19. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section title and signed by an authorized representative of each party.

20. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

City of Franklin Notice of Confidentiality & Proprietary Rights

THE CONTENTS OF THE CITY OF FRANKLIN, TENNESSEE PROCUREMENT AWARD MADE PURSUANT TO THE CITY'S PROCUREMENT SOLICITION REFERENCED ABOVE, AND SOME OR ALL INFORMATION THAT MAY BE OBTAINED IN THE COURSE OF ITS PERFORMANCE, MAY INCLUDE HIGHLY CONFIDENTIAL INFORMATION THAT MAY SUBJECT ANYONE DISCLOSING SUCH INFORMATION TO CIVIL AND CRIMINAL PENALTIES IMPOSED BY LOCAL, STATE AND FEDERAL LAW.

The successful Vendor must necessarily be granted access to public and private information that may be confidential under the Tennessee Open Records Law and other privacy laws.

CONFIDENTIAL INFORMATION

As a result of the procurement award, the parties may provide each other with Confidential Information. For the purposes of this Notice, "Confidential Information" is any information disclosed or discovered in written, graphic, verbal, or machine-recognizable form, whether or not clearly marked, designated, labeled or identified as such. Notwithstanding any other provisions of this Notice, Confidential Information shall not include any information that:

1. is or becomes publicly known through no wrongful act of the receiving party;
2. is already known to the receiving party without restriction when it is disclosed;
3. is, or subsequently becomes, rightfully and without breach of this Notice, in the receiving party's possession without any obligation restricting disclosure;
4. is independently developed by the receiving party without breach of this Notice;
5. is explicitly approved for release by written authorization of the disclosing party; or
6. is required to be disclosed under state or federal law.

Each party agrees to:

1. maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by state or federal law or by a court of competent jurisdiction;
2. restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information;
3. take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing and requiring written acknowledgements from its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and
4. use such Confidential Information only in furtherance of the performance of this Notice.

City of Franklin Notice of Confidentiality & Proprietary Rights

Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the Vendor to use the Confidential Information in the manner and to the extent permitted by the scope of work. Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of Vendor's intentional, negligent, inadvertent or unintentional release of City documents or information.

PRESERVATION OF CITY'S PROPRIETARY RIGHTS, RIGHTS OF THIRD PARTIES

The City, including its contractors, agents, employees and any third party manufacturers of any equipment, and the copyright owner of any Non-Vendor Software shall own and retain all of their respective Proprietary Rights in any Equipment and Software. Nothing in this Notice is intended to restrict the Proprietary Rights of Vendor, any copyright owner of Non-Vendor Software, or any third party manufacturer of equipment. All intellectual property developed, originated, or prepared by Vendor in connection with providing to City consulting services in connection with the evaluation of the City's equipment, software, or related systems and services remain vested exclusively in City, and this Notice does not grant to Vendor any shared development rights of intellectual property. Exclusive title to all data input, generated by or transferred into or out of the City's system by City shall remain vested in City.

Nothing in this Notice will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Vendor's Proprietary Rights. City agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

I HAVE READ THE ABOVE TERMS, UNDERSTAND THEM AND AGREE TO ABIDE BY THEM UNDER PENALTY OF LAW.

SO ACKNOWLEDGED:

Signature of authorized representative of Vendor	Date
Employee's signature *(to be signed by each employee at the time of commencement of services)*	Date

Indemnification Agreement

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of _____)
) SS
County of _____)

On behalf of Bidder/Proposer, _____ agrees that:
(printed name of person signing Agreement)

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

_____,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and

4. This Agreement is made on personal knowledge.

_____ _____
(signature of person whose printed name appears above) (title of person whose printed name appears above)

Sworn and subscribed to before me this _____ day of _____, 20_____

_____ My Commission Expires: _____
(Notary Public)

Form revised 12/12/2016

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-03009

DATE: March 1, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development

SUBJECT:

Consideration Of The Draft Scope, Schedule, And Fee For The Schematic Design (Phase 2) For The New City Hall.
WS 2/22/22

PURPOSE:

The purpose of this memorandum is to provide updated information to the Franklin Board of Mayor and Aldermen (BOMA) regarding the proposed scope, schedule, and fee for Phase II, Schematic Design of the New City Hall Facility.

BACKGROUND/STAFF COMMENTS:

During previous work sessions, City Administrator Eric Stuckey and staff shared the preliminary master plan and programming document for our new City Hall. This preliminary master plan and programming document complete Phase I of our work in redeveloping the City Hall site on Franklin's Historic Square.

During a previous work session, the Aldermen and staff discussed proceeding with Phase II - Schematic Design but that only the economic market analysis (focused on possible retail space incorporated into the City Hall facility) and updating of the programming document would be completed initially. The economic market analysis would be inclusive of leasable retail space, office space, a development market feasibility analysis, and a retail and office merchandising plan. Once completed, this economic market analysis will be presented to the Board, who will provide additional guidance on how to proceed with the Schematic Design of the City Hall facility (including options discussed to this point for the entire ~115,000 sq. ft. building master plan or, a ~78,500 st.ft. building which allows for future expansion). Based on Board guidance, it is assumed that all options would include the full, sub-surface parking garage.

The scope, schedule and fee for Phase II - Schematic Design are included for discussion purposes. As noted, the economic market analysis and updating of the programming document are the only parts that will proceed once the Professional Services Agreement (PSA) is approved. No substantial work on the schematic design will start until the BOMA has reviewed and considered the completed economic market analysis and provided guidance on the size of the building to be developed. It is expected the economic market analysis will be presented during a work session in

late spring. In the meantime, the updating of the programming document should proceed concurrently with market analysis.

FINANCIAL IMPACT:

The scope of work and deliverables for Phase II is $1,483,800. See the attached draft for details. A Professional Services Agreement (PSA) amendment is expected to be presented for consideration during the March 22 or April 12 BOMA meeting. As noted previously, this PSA will reflect the 78,500 sq. ft. building and full, sub-surface parking garage. After the BOMA has considered the economic market analysis, if it is decided to proceed with the full ~115,000 sq. ft. building, a revised scope, schedule, and fee will be presented for consideration.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the proposed scope, schedule, and fee for Phase II - Schematic Design for the New City Hall with the expectation of considering the Phase II PSA during an upcoming BOMA agenda. This is with the full understanding that only work will commence on the economic market analysis and updating of the programming document until the BOMA has provided additional guidance on the size of building to proceed with designing.

March 1, 2022

Mr. Vernon Gerth
Assistant City Administrator for Community and Economic Development
City of Franklin
Franklin City Hall
109 3rd Avenue South
Franklin, Tennessee 37064

Franklin City Hall – Phase 2

S8D Project No. 2006.01
OHM Project No. 1068200010

Franklin City Hall – Proposal for Professional Design Services for Phase 2 (Schematic Design)

Dear Mr. Gerth:

Thank you for your continued trust in our design team. We are honored to be given the opportunity to proceed with the next design phase for Franklin City Hall, Phase 2 (Schematic Design). In accordance with your request, please find below our proposal for Design Services for the proposed Franklin City Hall project located in Franklin, Tennessee.

I. Proposed Consultant Team

Listed below is the proposed consultant team for Phase 2.

- Architectural Planning and Design – OHM Advisors (Prime Architect of Record) & Studio Eight Design (Architectural sub-consultant)
- Land Planning and Landscape Design – Kiser Vogrin Design (KVD)
- Civil Site Design – OHM Advisors
- Structural Engineering and Design – Genesis Engineering Group, LLC
- Mechanical, Electrical, and Plumbing Engineering and Design – Genesis Engineering Group, LLC
- Fire Protection / Life Safety Design – Genesis Engineering Group, LLC
- Interior Design – BrandID
- Preconstruction Estimation – The Parent Company
- LEED Facilitation, Sustainability and Energy Modeling Consultant – Optimized Design Solutions & Energy Studio
- Commissioning – Facility Diagnostics, LLC
- Security Consultant – SRMC
- Acoustical / Architectural Lighting / Smart Building Technology / Audio-Visual / Telecommunications – Henderson Engineers
- Gibbs Planning Group (GPG) – Economic Consultant

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OHM Advisors®
209 10th Avenue South, Suite 154
Nashville, Tennessee 37203
T: 615.649.5264
OHM-Advisors.com

STUDIOEIGHTDESIGN
56 Lindsley Avenue
Nashville, Tennessee 37210
T: 615.250.8150
s8-design.com

STUDIOEIGHTDESIGN
MATT TAYLOR • ARCHITECT

II. Project Description

At the end of Phase One, City staff recommended a phased approach to the full Masterplan due to the funding available for the City Hall project in the City's ten-year Capital Improvement Project Plan. Phase 2 will include schematic design of the initial phase of the Masterplan.

- The goal and objective of the City of Franklin and its design team is to prepare Phase 2 Schematic Design Documents to create a model government facility that accentuates the Franklin Public Square and overall community.
- For the initial phase of the Masterplan, The City of Franklin intends to redevelop the existing City Hall site on the historic Public Square in Downtown Franklin with a finished multi-story City Hall facility (+/-78,500 SF), inclusive of exterior hardscape/landscape areas and a below grade parking structure with a target number of +/-204 parking spaces.
- Based on BOMA feedback and direction given during Phase 1, an economic consultant has been added to the design team. The goal of the economic consultation is to provide market analysis studies to help the City of Franklin identify and understand the realities of revenue-generating leasable opportunities within the proposed master plan. The master plan shows a 115,700- square foot building with an additional 10,000 square feet of future expansion space. Approximately 78,500 square feet is needed for city hall operations in the shorter term. These economic advisory services will help the City decide whether to construct the building using a phased approach for city hall facilities only (78,500 SF), or to construct the full master plan and lease out spaces to help offset the capital costs of constructing the full building.
- A Reprogramming effort will be required at the beginning of Phase 2 to establish a revised program for the reduced building square footage of 78,500 square feet. The goal of the reprogramming is to reduce the number of seats and spaces currently programmed without compromising operational efficiency. Minor revisions to the space standards established in Phase 1 necessary for the revised building footprint are included, however substantial dimensional revisions to typical spaces (offices, workstations, work rooms, etc.) are not included.
- At the conclusion of the reprogramming effort and the completion of the market analysis reports, the Design Team will present the findings in a BOMA Work Session for BOMA's review and consideration on whether to proceed with the partial phased approach to the Master Plan or to proceed with the full Master Plan based on the findings of the market analysis report.
- The Opinion of Probable Project Cost established at the end of Phase One is approximately $65,400,000.
- Phase 2 will include Schematic Design of the following site focus areas (Shown in Appendix B): Pedestrian Alley, Promenade, Completing the Square with the plaza area and a portion of Third Avenue site design along the reduced building footprint, rooftop parking deck turf and tree zone on the South end of the site on the corner of Third Avenue and Church Street in lieu of the full Masterplan site design in this area.
- Work along street frontage necessary to meet City Ordinances and as shown in Appendix B is included, however streetscape design of the perimeter streets is excluded at this time.
- LEED Silver Certification remains the sustainability target for the project.

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STUDIOEIGHTDESIGN
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III. Scope of Services and Deliverables

A more detailed Workplan is attached as Appendix A outlining the key steps and meetings involved in each of the main Phase milestones listed below.

2A. Phase 2 Kick Off

2B. Reprogramming, Interior Test Fits, and Economic Consulting

2C. 50% Schematic Design

2D. 75% Schematic Design

2E. 100% Schematic Design

2F. Phase 2 BOMA Milestone

Team and Public Meetings:

In addition to the meetings listed below, there will be a weekly check-in between the Design Team Project Manager and the City Executive Team. These will be scheduled immediately after the City Executive Team internal meetings. All meetings listed below will be attended by the Project Manager or her superior ranking designee and will be in-person, except for weekly check-in and bi-weekly team meetings, which will be virtual.

2A: Phase 2 Kick Off

- One (1) Kick Off Meeting (City Executive Team and Design Team)

2B: Reprogramming and Interior Test Fits

- Four (4) City Executive Team Meetings - Review Established Reprogramming Priorities, Review Results of the Development Services Reprogramming, Review Results of Zone Meetings and Market Analysis Report, Review Test Fit Options of all Zones
- Two (2) Leadership Meetings - Introduction to Reprogramming and Results of Reprogramming
- Four (4) Departmental Zones Meetings - Development Services Zone, Administration Zone, Staff and Facilities Access Zone, and Public Access Zone
- Two (2) Executive Leadership Meetings – Discuss Outcomes of Reprogramming and Market Analysis and Determine Direction for Reprogramming
- One (1) BOMA Work Session – Results of Reprogramming and Market Analysis
  Note: *BOMA's feedback on the market analysis could result in a change in the scope, schedule, and fees for the remainder of Phase 2. Additional fees may be required based on the outcome and direction given at the BOMA Work Session Milestone.*
- One (1) Meeting with City Executive Team and Design Team to Review Results of BOMA Work Session

2C. 50% Schematic Design

- One (1) 50% SD Kick Off Meeting (City Executive Team and Design Team)
- Four (4) Bi-Weekly Team Meetings (City Executive Team and Design Team)
- Two (2) DRC Meetings
- One (1) Executive Leadership Meeting – Review 50% Schematic Design

2D. 75% Schematic Design

- One (1) 75% SD Kick Off Meeting (City Executive Team and Design Team)
- Four (4) Bi-Weekly Team Meetings (City Executive Team and Design Team)
- One (1) DRC Meeting
- One (1) Meeting with Codes, Fire, and Engineering

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2E. 100% Schematic Design

- One (1) 100% SD Kick Off Meeting (City Executive Team and Design Team)
- Five (5) Bi-Weekly Team Meetings (City Executive Team and Design Team)
- One (1) DRC Meeting
- One (1) FMPC/BOMA Joint Conceptual Workshop

2F. Phase Two BOMA Milestone

- One (1) Review Meeting with the City Executive Team
- One (1) BOMA Work Session
- One (1) BOMA Meeting

Four (4) local site visits to representative buildings as scheduled by the City. For costing purposes, required consultant attendance will be limited to the Project Manager.

Deliverables:

Letter, memos, reports, data sheets, checklists, agendas, meeting minutes, schedules, certifications, and other written documentation will be provided in PDF electronic format unless otherwise stated.

Project drawings issued during Schematic Design will be provided in both PDF electronic format and either DWG (AutoCad) or RVT (Revit) electronic format. Release of DWG (AutoCad) and/or RVT (Revit) will require the execution of a CADD Release form provided by the consultant.

Consultant recommendations or opinion will be provided in the form of a letter or memo in PDF electronic format.

2A: Phase 2 Kick Off

- Design Team will send "Reprogramming Items for Consideration" prior to the Kickoff Meeting
- Kickoff Meeting Agenda and Minutes
- Establish Agendas for Leadership and Zone Meetings in 2B
- Introduction to Economic Consultation Process

2B: Reprogramming, Interior Test Fits & Market Analysis Report(s)
Note: The Reprogramming effort and the Market Analysis Reports are planned to be concurrent under Task 2B.

Reprogramming and Interior Test Fits Deliverables

- Meet with City Executive Team - City to provide responses to "Reprogramming Items for Consideration" and establish priorities of what is to be included or excluded from the revised program.
- Leadership Meeting 1 - Introduction to Reprogramming Process
- Development Services Zone Meeting
- Compilation of feedback received in Development Services Meeting and (up to two test fit options)
- Meet with City Executive Team - Review Results of the Development Services Reprogramming
- Remaining Departmental Zones Meetings - Administration Zone, Staff and Facilities Access Zone, and Public Access Zone
- Compilation of feedback received in the remaining Zone Meetings
- Meet with City Executive Team to review the results of the Zone Meetings (and Market Analysis Drafts)
- Test Fits for all Zones
  (Note: The Design Team will prepare up to two (2) test fit options for each of the four zones with up to two (2) revisions of each for Owner comment and feedback)
- Meet with City Executive Team to review test fit options and prep for Leadership Meetings
- Executive Leadership Meeting 1 - Discuss Outcomes of Reprogramming (and Market Analysis)
- Executive Leadership Meeting 2 – Determine Direction for Reprogramming
- Leadership Meeting 2 – Results of Reprogramming

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- BOMA Work Session: Results of Reprogramming (and Market Analysis)
- Meet with City Executive Team to Review BOMA Feedback and Discuss Next Steps
- Revise Scope, Schedule, and Fee Proposal for remainder of Phase 2 (If required)

Economic Consultation Deliverables

Below is a description of the market analysis deliverables. As noted above, these deliverables will be reviewed in (1) City Executive Team Meeting and in the Executive Leadership Meeting 1. The results of the market analysis will be reviewed in the BOMA Work Session listed above.

Retail Market Analysis

This study is intended to allow the City to gain an understanding of the types and sizes of retail businesses that are likely to be supportable in the downtown presently and during the next five (5) years. During this analysis, the economic consultant (GPG) will:

- Comb the Franklin region, visiting most relevant employment centers, shopping centers, retailers and residential clusters. The assessment will include evaluation of the stores' quality, service, and merchandise to seek out potential voids or over-supply of a particular good or service.
- GPG will also conduct pedestrian and drive-time studies and prepare a gravitational model to estimate the downtown's primary and secondary trade areas.
- GPG will then research and collect third party demographic data, household income, consumer expenditure potential by retail category, education levels, percentage of various employment types, age, projected growth, etc. This study will analyze 20 retail types including apparel, books, children's, department stores (discount and luxury), electronics, gifts, grocery, hardware, home furnishings, pharmacies, sporting goods and restaurants
- Prepare a qualitative opinion as to whether additional retail development is supportable in downtown Franklin and the city hall site with sales, forecasts, and size estimates of the retailer categories most likely to be supportable for the next five (5) years
- Prepare a 20 to 25-page written and illustrated summary of the findings.
- GPG will contact retail industry insiders including, retail representatives, developers, and commercial real estate professionals to estimate new store deployment plans in the downtown.
- The final deliverable of this study shall be a 30 to 35-page written and illustrated summary of the market research findings which will be presented in-person at a BOMA Work Session.

Office Market Analysis

The office market analysis is designed to estimate the amount of new private-sector office development (if any) that can be supported within the downtown/city hall site over the next five (5) years. The analysis will include:

- Employment and population growth projections
- Developments that are proposed and under construction in the surrounding area
- GPG's economic base analysis method that estimates the rentable office space gap for the downtown/study area based on projected total employment and square footage per employee less the total supply of office space for an estimated office submarket trade area
- This analysis will include estimates of the potential local, regional and national demand for the next five years by square foot areas for the study area. Local offices provide services to the community, such as dental, medical and law offices.
- The deliverable of this task shall be a written and illustrated summary of the findings of the office market research findings.

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Office Market Analysis (cont.)

- This analysis will include estimates of the potential local, regional, and national demand for the next five years by square foot areas for the study area. Local offices provide services to the community, such as dental, medical and law offices.
- The deliverable of this task shall be a written and illustrated summary of the findings of the office market research findings which will be presented in-person at a BOMA Work Session.

Development Market Feasibility Analysis

Based on our retail and office market research and our understanding of the proposed city hall facility, GPG shall complete a proforma which assesses the proposed city hall facility's future cash flow over a 20- year period. During this task, GPG will analyze:

- The hard and soft costs for construction and land, as provided by OHM
- GPG shall complete a proforma which assesses the proposed incubator facility's future cash flow over a 20- year period.
- The anticipated revenues from leasing
- The anticipated timelines for realizing those revenues
- The projected monthly expenses to operate and maintain the facility
- The estimated commercial interior space buildout and tenant improvements
- The estimated share of the commercial tenant improvements to be provided by the city or development/landlord group
- The estimated common area maintenance, taxes and insurance costs to be contributed by the city development/landlord group of the commercial tenant
- The anticipated revenues and lease terms from the building commercial leasing
- The anticipated timelines for realizing those revenues
- The projected monthly expenses to operate and maintain the commercial facility
- GPG shall also be available to participate in up to five telephone, and/or video conference meetings to review the proposed commercial's development characteristics and to present our research findings.
- The deliverables of the services outlined in the agreement shall be a written and illustrated market analysis report, proforma and video conference discussions of our findings, and in-person final presentation at a BOMA Work Session.

Depending upon the outcome of the BOMA Work Session in which the results of the Reprogramming and Market Analysis will be presented and discussed, a revised scope, schedule, and fees may be required prior to proceeding with the remainder of Schematic Design. The desired outcome of the Work Session is direction from BOMA on whether to proceed with a partial phased approach to the Master Plan or to proceed with the full Master Plan based on the findings of the market analysis report. At this time, the City will determine what portion of the economic consultation may be required for the remainder of Schematic Design. The optional economic consultation deliverables are outlined below. Fees for these optional services below are not included in this proposal.

Optional Master Plan Peer Review

GPG shall be available to conduct peer reviews of the city hall's commercial master plan and site design alternatives (prepared OHM) to offer insight into their programing and general plan arrangements as they relate to generally accepted development best practices. As a part of this task, GPG shall prepare sketch alternatives, if required, to illustrate potential building, park, circulation, and parking placements. GPG shall also be available to participate in numerous telephone, and/or video conference meetings to review the proposed commercial's master plan and design as requested by OHM.

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Optional Retail Merchandising Plan
Based on the retail mix outlined by the above research and city hall plan, GPG shall prepare a detailed plan illustrating the potential locations of the office, retail and restaurant businesses based on market best practices. GPG's analysis will include specific retail and food-beverage locations by category. The deliverable of this task will be a master merchandising plan and a list of each business type, size, location and market specializations.

Optional Retail Tenant & Developer Introductions
Based on GPG's earlier market research and our experience with retailers and shopping center developers, GPG will introduce downtown Franklin and the city hall to various retailers, restaurants and shopping center developers. These meetings can be scheduled at regional trade shows or at the national International Council of Shopping Centers (ICSC) conventions as mutually agreed. During these meetings, GPG will present the downtown and its general region, and discuss its market potential.

The retail recruiting program includes:

- Progress Report: GPG will provide a progress report to the client outlining its progress in recruiting retailers on a monthly basis.
- Conference Calls: GPG will conduct a conference call with the appropriate representatives from the client on a monthly basis. The conference call will be done in conjunction with presenting the Progress Report.
- ICSC Event: GPG will attend up to two (2) national or regional ICSC events where GPG will promote the downtown. GPG will participate in meetings between potential retailers and various property owners or their representatives.
- GPG will make a presentation and prepare a summary report of findings and recommendations on how the client and individual business property owners can recruit retail.

Note that GPG will not be providing any real estate brokerage services. A licensed real estate broker will be required to negotiate and close any potential transactions.

Optional Master Planning Charrette Participation
GPG will be available to participate in a planning charrette on mutually agreed upon dates. As a part of this charrette, GPG will comment on the planning team's analysis and proposed planning and design recommendations for the downtown area. In addition, GPG will review the proposed plan's land use, building layout, parking, vehicular circulation, parks, pedestrian walks and infill parcels. GPG's review and comments will be geared toward assisting the city to have maximum market appeal and better meet the needs of the Franklin community.

2C: 50% Schematic Design

- 50% Schematic Architectural Plans, Preliminary Building Sections and Preliminary Exterior Elevations Studies (black and white) for Owner and DRC Review
  (Note: The Design Team will prepare up to two (2) optional elevation studies for consideration by the City Executive Team. The option selected by the City Executive Team will be presented at the initial Phase Two meeting with the DRC. Feedback given by the City Executive Team and DRC will be incorporated into revised exterior elevation studies after each DRC meeting.)
- 50% Schematic Site Plan studies for each site focus area listed in "Project Description" above and shown in Appendix B.
  (Note: The Design Team will prepare up to two (2) options for each of the site focus areas with up to two (2) revisions of each for Owner comment and feedback)
- Presentation Deliverables for two (2) DRC Meetings
- Life Safety/Code Analysis diagrams in preparation for meeting with Codes, Engineering and Fire
- Written Narratives of anticipated site work, utilities, and other Civil Systems

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- Preliminary Civil Demolition plan to define limits of project and identify items to be removed, abandoned, or remain
- Updated Engineering Design Narrative for Mechanical, Electrical, Plumbing, and Structural Engineering
- Conceptual Structural Framing and Foundation Plans
- Conceptual Electrical Site and Building Plans indicating location and routing of secondary power and intended location of electrical and technology rooms and equipment.
- Block Mechanical Plans indicating intended location of primary HVAC equipment and significant plumbing/fire protection equipment for architectural and Civil coordination.
- Coordinate Smart Building system choices, functions, and interoperability
- Smart Building Project Goals Documentation, Systems Integration Matrix, and Owner's Project Requirements
- Environmental noise survey of the proposed site to assess existing ambient noise condition
- Updated Basis of Design for Security
- Acoustical, Lighting, AV/Broadcast, and Telecommunications recommendations and concepts based on the review of the 50% Schematic Design
- Updated LEED Scorecard
- Commissioning Review of 50% Schematic Design Documents
- Opinion of Probable Cost (Based on 50% Schematic Design documents) including updated schedule of values, value engineering options, construction schedule (duration), and constructability/sequencing issues list.

2D: 75% Schematic Design

- 75% Schematic Architectural Plans, Building Sections, and Exterior Elevations Studies (preliminary color studies) for Owner and DRC Review
  (Note: The Design Team will prepare up to two (2) rendered three dimensional views in color. One (1) option of all four two-dimensional exterior elevations will be shown in color. The exterior elevations and renderings will be revised one time after the DRC meeting to incorporate all feedback given by the City Executive Team and by the DRC.)
- 75% Schematic Site Plan development of the site focus areas
- Presentation Deliverables for One (1) DRC Meeting
- Concept imagery, finishes, and sketches to help define interior design direction.
- Street frontage zones will be designed from the back of existing curb to the face of building along 3rd Ave and Church Street. The preliminary streetscape plans from Phase 1 will be modified to reduce the scope of the streetscape elements to meet the minimum standards defined in the City of Franklin Zoning Code. The streetscape will include new curb, a 10-12' sidewalk, streetlights, and street trees. The existing road geometry will remain.
- Civil Engineering coordination with building location, floor elevations, on-site utilities, landscape design, and MEP building systems such as electrical power supply, ventilation, and fire protection systems.
- Design for relocation of existing overhead utilities on the City Hall side of 3rd Ave, near the Church Street intersection. There are 2 existing poles supporting overhead telecom and secondary electric lines that will need to be relocated.
- Preliminary stormwater drainage plan
- Preliminary coordination of rainwater harvesting system
- Incorporate preliminary design of new 12" water main in 3rd Avenue with street mill and overlay into the Schematic Design documents. All other public utilities from Phase 1 are omitted from this scope.
- Preliminary Site Lighting selections and Site Lighting Plan
- Updated Engineering Design Narrative for Mechanical, Electrical, Plumbing, and Structural Engineering
- Further Progression of the Structural Framing and Foundation Plans
- Suggested significant structural details for coordination with conceptual architectural building sections
- Progressing the MEP Engineering design – Inclusive of a Site Lighting Plan
- MEP systems noise and vibration control guide
- Updated Basis of Design for Security and Smart Building
- Lighting, AV/Broadcast, and Telecommunications schematic drawings with recommendations and concepts based on the review of the 75% Schematic Design
- Acoustical report with recommendations and concepts based on the review of the 75% Schematic Design

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- Telecommunications Schematic design including structured cabling, Wi-Fi, network electronics, telephone specification, distributed antenna system, and intercom system design.
- Documentation from meeting with Codes, Engineering, and Fire
- Updated LEED Scorecard
- Commissioning Review of 75% Schematic Design Documents
- Opinion of Probable Cost (Based on 75% Schematic Design documents) including updated schedule of values, value engineering options, construction schedule (duration), and constructability/sequencing issues list.

2E: 100% Schematic Design

- 100% Schematic Architectural Plans, Building Sections, and Exterior Elevations Studies (Colored Elevations and 3D Renderings) for Owner and DRC Review
  (Note: The Design Team will use the two (2) color renderings and two-dimensional colored exterior elevations revised at the end of 75% Schematic Design for the DRC meeting in 100% Schematic Design. The exterior elevations and renderings will be revised one time after the DRC meeting to incorporate all feedback given by the City Executive Team and by the DRC. These final renderings will be used in the FMPC/BOMA Joint Conceptual Workshop, but no further revisions are included after the feedback is incorporated from the City Executive Team and DRC after the final Phase two DRC meeting.)
- 100% Schematic Site Plan development of the site focus areas (Inclusive of hardscape materials plans with precedent images, landscape plans, schematic lighting plans, and typical site sections)
- Presentation Deliverables for One (1) DRC Meeting
- Presentation Deliverables for One (1) FMPC/BOMA Joint Conceptual Workshop
  (Note: The Design Team has included One (1) presentation for the Joint Conceptual Workshop, BOMA Work session, and BOMA meeting. Slight revisions to the presentation are anticipated after the Joint Conceptual Workshop and BOMA Work session, but most of the presentation will remain the same for all three meetings).
- Preliminary Furniture Plans
- Preliminary Interior Finish Plans and material selections
- Project Specifications Table of Contents
- Civil Engineering schematic design drawings including demolition plan, dimensional site plan, grading/drainage plan, utility plans, and rainwater harvesting system.
- Schematic design drawings of greywater system for lavatories and landscape
- Updated Engineering Design Narrative for Mechanical, Electrical, Plumbing, and Structural Engineering
- 100% Schematic Mechanical, Electrical, and Plumbing Engineering Plans, including Site Lighting Plan.
- 100% Schematic Structural Engineering Plans inclusive of significant structural details.
- Written narrative of operational objectives of the security system such as programming, integrations, management and monitoring of these technologies.
- MEP systems noise and vibration control guide
- Lighting, AV/Broadcast, and Telecommunications schematic drawings with recommendations and concepts based on the review of the 100% Schematic Design
- Acoustical report with recommendations and concepts based on the review of the 100% Schematic Design
- Telecommunications Schematic design drawings including structured cabling, Wi-Fi, network electronics, telephone specification, distributed antenna system, and intercom system design.
- Updated LEED Scorecard
- Building Energy Model and Modeling Analysis Report
- USGBC Registration Confirmation
- Commissioning Review of 100% Schematic Design Documents
- Commissioning Plan, including checklists for pre-functional and functional performance verification
- Updated Program Document based on final approved 100% Schematic Design
- Final Schematic Opinion of Probable Cost (Based on 100% Schematic Design documents) including updated schedule of values, value engineering options, construction schedule (duration), and constructability/sequencing issues list.

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2F. Phase 2 BOMA Milestone

- Scope, Schedule, and Fees for Phase Three
- Presentation Deliverable for the BOMA Work Session and BOMA Meeting
  (Note: The Design Team has included One (1) presentation for the Joint Conceptual Workshop, BOMA Work Session(s), and BOMA meeting. Minor revisions from the Joint Conceptual Workshop feedback and Phase 3 Scope, Schedule, and Fees will be added to the presentation prior to the BOMA Work Session.)

IV. Proposed Phase 2 Fees:

The following proposed fees will be billed monthly per the Fee Schedule given in Appendix C.

Reprogramming and Economic Consultation:	$235,800
Schematic Design:	$1,248,000
Total Proposed Fee for Phase 2:	$1,483,800

***The fees are based on an Anticipated Construction Cost of $65,400,000 and an anticipated City Hall square footage of approximately 78,500 square feet. Any substantial increase to the project scope will result in additional fees. Hourly Rates for the Design Team are included in Appendix D.*

V. Assumptions and Exclusions:

1. ADD ALTERNATES that were identified in Phase 1 proposal are not included in this scope of work/fee proposal (Offsite utility improvements other than those listed, full-width streetscapes, separate parking structure, burying overhead utilities other than those listed, etc.)
2. Plans for Church Street project will be provided to OHM by City of Franklin. Drainage plan by OHM shall consider phasing of new 60-inch storm sewer in Church. Drainage design will need to consider both the existing and new storm sewer elevations.
3. Zoning is compatible with planned development. Zoning appeals, variance requests, planning commission appeals, or other similar matters are not anticipated and are not included in this scope.
4. Preparation for, and attendance at, a project team meeting, public meeting or hearing beyond those listed in the attached Completion Schedule (Appendix A) are not included.
5. The outcome of the BOMA Work Session listed under Part 2B above could result in a change in direction for the remainder of Phase 2. Additional time and fees may be required if the outcome of the Work Session result in a substantial increase in the scope of work. Time will be required to adjust the scope, schedule, and fees accordingly prior to proceeding with the remainder of Phase 2.
6. Reprogramming includes the reduction of number of seats and spaces, not revisions to the space standards established in Phase 1. Minor revisions to the space standards established in the Phase 1 necessary for the revised building footprint are included, however substantial dimensional revisions to typical spaces (offices, workstations, work rooms, etc.) are not included.
7. Additional design options or deliverables requested beyond the amount specified as included under "Deliverables" may require additional fees. Requests for additional fees will be presented in accordance with the executed Professional Services Agreement.
8. Owner is responsible for payment of all fees associated with permit applications, plan reviews, filing/recording fees. OHM will provide Owner/Project Manager with a minimum of ten working days' notice prior to any fees required for submittals to outside agencies.

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9. Owner is responsible for contracting any required third-party special inspection/testing services.
10. Deliverables will be issued as schematic design documents without an engineer's or architect's stamp.
11. Traffic Impact Studies, signal analysis, or other traffic engineering services are not included.
12. Any significant modifications requested after Owner approval of Schematic Design milestone deliverables may require additional fees. Requests for additional fees will be presented in accordance with the executed Professional Services Agreement.
13. The design team assumes all community outreach has been completed in Phase 1 and therefore has been excluded from Phase 2 scope of services.
14. Ten hours of value engineering options and identification of constructability issues is included in the Opinion of Probable Cost scope of work. Additional time beyond the ten hours may require additional services. Requests for additional fees will be presented in accordance with the executed Professional Services Agreement.

We appreciate the opportunity to submit this proposal for your review and consideration. Please let us know if you have any questions.

Sincerely,

Gary Sebach, AIA, LEED AP

Enclosures / Attachments (#):

Appendix A: Phase 2 Completion Schedule

Appendix B: Masterplan Phase 2 Scope Diagram

Appendix C: Phase 2 Fee Schedule

Appendix D: Phase 2 Hourly Rates

xc: OHM :: File S8D :: ARK, MKT

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APPENDICES

Appendix A: Phase 2 Completion Schedule

Appendix B: Masterplan Phase 2 Scope Diagram

Appendix C: Phase 2 Fee Schedule

Appendix D: Phase 2 Consultant Team and Hourly Rates

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Appendix A: Phase 2 Completion Schedule

Appendix 'A': Franklin City Hall Phase 2 Work Plan

Proj. No.	Project	Weeks
02	**PHASE TWO: SCHEMATIC DESIGN**	81.1 Wks
18%		
2A	**PHASE 2 KICK OFF**	2.9 Wks
	Kickoff Preparation	3.9 Wks
	Kickoff Meeting with City Executive Team	
	Establish Agendas for Leadership & Zone Meetings	1.7 Wks
2B	**REPROGRAMMING AND ECONOMIC CONSULTATION**	28.1 Wks
	Meet with City Executive Team: Receive Feedack on Reprogramming Priorities/Finalize Agendas	
	Leadership Meeting 1: Introduction to Reprogramming Process	
	Zone Meeting 1: Development Services	
	Development Services Test Fits and Compile DSZ Reprogramming Results	3.7 Wks
	Meet with City Executive Team - Review Development Services Reprogramming Results	
	Zone Meeting 2: Administrative Zone	
	Zone Meeting 3: Staff and Facilities Access Zone (IT and Facilities)	
	Zone Meeting 4: Public Access Zone	
	Compile Data from Zone Meetings 2-4	0.7 Wks
	Meet with City Executive Team - Review Results of Zone Meetings and Market Analysis Drafts	
	Test Fits for All Zones	3.0 Wks
	Meet with City Executive Team - Review Test Fit Options for all Zones/Prep for Leadership Meetings	
	Executive Leadership Meeting 1: Discuss Outcomes of Reprogramming and Market Analysis	
	Executive Leadership Meeting 2: Determine Direction for Reprogramming	
	Leadership Meeting 2: Results of Reprogramming	
	BOMA Worksession Presentation Prep	2.0 Wks
	BOMA Worksession: Results of Reprogramming and Market Analysis	
	Meet with City Executive Team: Review BOMA Feedback and Discuss Next Steps	
	Programming Document Updates	2.0 Wks
	Submit Revised Programming Document	
	Update Scope, Schedule, and Fees for Remainder of Phase 2	2.0 Wks
2C	**50% SCHEMATIC DESIGN**	23.0 Wks
	Preliminary Building Exterior Elevation Studies	8.0 Wks
	50% SD Kick-Off Meeting	
	Finilize Preliminary Building Exterior Elevation Studies	1.7 Wks
	Design Team SD Coordination	1.7 Wks
	DRC Meeting 4 Presentation Prep	2.3 Wks
	Submit Presentation for BOMA Worksession	
	Bi-Weekly SD Review Meeting	
	Design Team SD Coordination	1.7 Wks
	Submit DRC Meeting 4 Presentation	
	DRC Meeting 4 - 25% SD (Special meeting from 3:00 - 4:30)	
	Bi-Weekly SD Review Meeting	
	Building Exterior Elevation Revisions per DRC Feedback	1.9 Wks
	Design Team SD Coordination	1.9 Wks
	Bi-Weekly SD Review Meeting	
	DRC Meeting 5 Presentation Prep	3.4 Wks
	Design Team Final 50% SD Coordination - Code/Life Safety Review	3.3 Wks
	Bi-Weekly SD Review Meeting - Review 50% Schematic Design	
	Submit DRC Meeting 5 Presentation	
	Bi-Weekly SD Review Meeting - Review 50% Schematic Design	
	DRC Meeting 5 - 50% SD	
	Building Exterior Elevation Revisions per DRC Feedback	2.0 Wks
	Executive Leadership Meeting - Review 50% Schematic Design	
	50% SD - Opinion of Probable Cost	2.0 Wks
	Cx Review of 50% SD Documents	2.0 Wks
	Bi-Weekly Review Meeting	
	Submit Final 50% Schematic Design Drawings & Opinion of Probable Cost to City Executive Team	
2D	**75% SCHEMATIC DESIGN**	8.4 Wks
	75% SD Kick-Off Meeting	
	Initial Color Renderings	1.7 Wks
	Design Team SD Coordination - Include Preliminary Site Lighting Selections and Photometric Plan, Code/Life Safety Analysis	1.7 Wks
	Bi-Weekly SD Review Meeting	
	DRC Meeting 6 Presentation Prep	1.7 Wks
	Updates to Color Renderings	1.7 Wks
	Bi-Weekly SD Review Meeting	
	Design Team Final 75% SD Coordination	1.9 Wks
	Submit DRC Meeting 6 Presentation	

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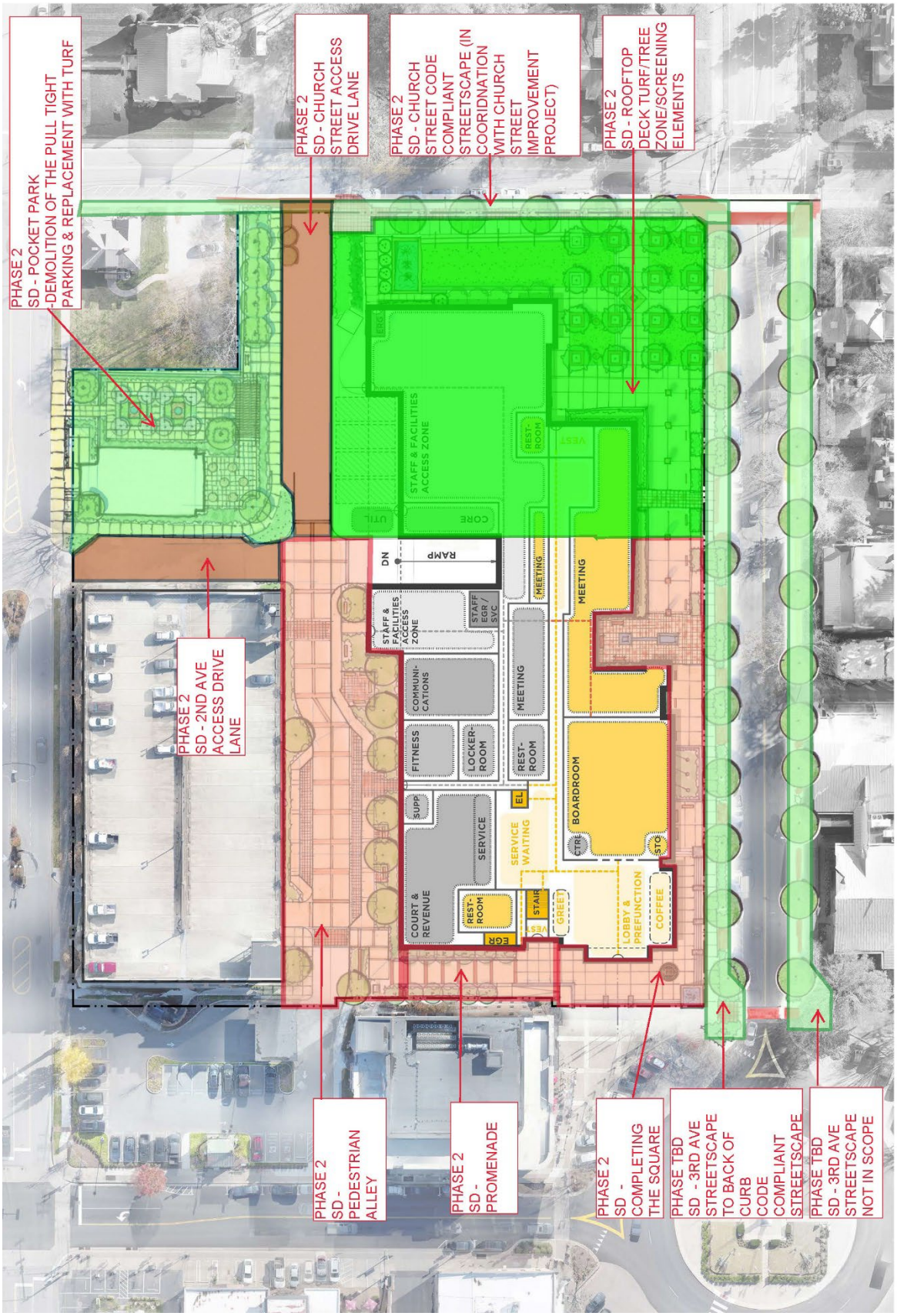
Appendix A: Phase 2 Completion Schedule (continued)

Appendix 'A': Franklin City Hall Phase 2 Work Plan

Proj. No.	Project	Weeks
	DRC Meeting 6 - 75% SD (Regular meeting)	
	Bi-Weekly SD Review Meeting - Review 75% SD	
	Color Rendering and Exterior Elevation Revisions per DRC Feedback	2.0 Wks
	Bi-Weekly SD Review Meeting - Review 75% Schematic Design	
	75% SD - Opinion of Probable Cost	2.0 Wks
	Cx Review of 75% SD Documents	2.0 Wks
	Bi-Weekly Review Meeting	
	Submit Final 75% Schematic Design Drawings & Opinion of Probable Cost to City Executive Team	
	Meet with Codes, Engineering, and Fire	
2E	**100% SCHEMATIC DESIGN**	8.0 Wks
	100% SD Kick-Off Meeting	
	Design Team SD Coordination	2.7 Wks
	DRC Meeting 7 Presentation Prep	2.3 Wks
	Bi-Weekly SD Review Meeting	
	Develop FMPC/BOMA Joint Conceptual Workshop Presentation	1.9 Wks
	Design Team Final 100% SD Coordination - LEED Scorecard Update, Project Specifications TOC	1.9 Wks
	Energy Model	3.0 Wks
	Submit DRC Meeting 7 Presentation	
	Submit FMPC/BOMA Joint Conceptual Workshop Presentation	
	DRC Meeting 7- 100% SD (Either special mtg at 3PM or regular mtg depending on no. of applications)	
	Bi-Weekly SD Review Meeting	
	Color Rendering and Exterior Elevation Revisions per DRC Feedback	0.1 Wks
	FMPC/BOMA Joint Conceptual Workshop - Review Schematic Design	
	Bi-Weekly SD Review Meeting - Review 100% SD	
	Revisions to SD per JCW Feedback	2.0 Wks
	100% SD - Opinion of Probable Cost	2.0 Wks
	Cx Review of 100% SD Documents	2.0 Wks
	Develop Draft PSA and Phase 3 Scope, Schedule, and Fees	1.4 Wks
	Bi-Weekly Review Meeting - Review Phase 3 PSA, Scope, Schedule, and Fees Draft/100% SD	
	Submit Final 100% Schematic Design Drawings & Opinion of Probable Cost to City Executive Team	
	USGBC Registration Confirmation	
2F	**PHASE 2 BOMA MILESTONE**	6.0 Wks
	Update Draft PSA and Phase 3 Scope, Schedule, and Fees	2.0 Wks
	Develop Presentation for BOMA Worksession	2.0 Wks
	Submit BOMA Worksession Presentation	
	Meet with City Executive Team - Review Phase 3 PSA, Scope, Schedule, and Fees	
	Finalize PSA and Phase 3 Scope, Schedule, and Fees	1.9 Wks
	BOMA Worksession - Schematic Design & Phase 3 PSA	
	Develop Presentation for BOMA Meeting	2.0 Wks
	Submit BOMA Meeting Presentation/Resolution	
Milestone	**BOMA Meeting- Resolution to Approve Schematic Design & Phase 3 PSA**	

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Appendix B: Masterplan Phase 2 Scope Diagram



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Appendix C: Phase 2 Fee Schedule (Monthly)

				$	1,483,800
Inv. #		Tasks	% Complete		Invoice Amt.
1	2A		3%	$	42,043
2	2A		6%	$	42,043
3	2B		9%	$	42,043
4	2B		12%	$	42,042
5	2B		13%	$	22,543
6	2B		14%	$	22,543
7	2B		15%	$	22,543
8	2C		23%	$	116,300
9	2C		31%	$	116,300
10	2C		39%	$	116,300
11	2C		47%	$	116,300
12	2C		55%	$	116,300
13	2C		63%	$	116,300
14	2D		70%	$	104,000
15	2D		77%	$	104,000
16	2D		84%	$	104,000
17	2E		91%	$	104,000
18	2E		98%	$	104,000
19	2F		99%	$	15,200
20	2F		100%	$	15,000
		TOTAL FEE FOR PHASE 2	100%	**$**	**1,483,800**

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Appendix D: Phase 2 Consultant Team and Hourly Rates

Role	Company Name	Contact Person and role	billing classification	hourly billing rate
Architect of Record:	OHM Advisors 209 10th Avenue South Suite #154 Nashville, Tennessee 37203	Gary Sebach (Principal Architect) Gary.Sebach@ohm-advisors.com David Mancino (Project Architect) David.Mancino@ohm-advisors.com John Hardt (Vice President Architect) John.Hardt@ohm-advisors.com	Principal Project Architect Principal	$230 $188 $230
Architect / Project Manager:	Studio Eight Design 56 Lindsley Avenue Nashville, Tennessee 37210	Anna Ruth Kimbrough (Project Manager) arkimbrough@s8-design.com Matt Taylor (Principal in Charge) mtaylor@s8-design.com	Principal Principal	$220 $230
Civil Engineer:	OHM Advisors 209 10th Avenue South Suite #154 Nashville, Tennessee 37203	Robert Pelosi, PE (Civil Engineer) robert.pelosi@ohm-advisors.com Keith Holz (Civil Engineer) keith.holz@ohm-advisors.com	Professional Eng. 3 P.E. 2	$170 $155
Landscape Architecture:	KVD Kiser Vogrin Design 5005 Meridian Boulevard, Suite 100 Franklin, Tennessee 37067	Gary M. Vogrin, ASLA (Landscape Architect) gary@kiservogrin.com Dwight E. Kiser, ASLA (Landscape Architect) dwight@kiservogrin.com Katie Rudowsky L.A. katie@kiservogrin.com	Partner Partner Project Manager	$215 $215 $175
Interior Design:	BRAND Interior Design, LLC	Malee Cherry, RID, IIDA, LEED AP (Interior Design/Logistics and Phasing) malee@brandinteriordesign.com	Principal	$125
Structural Engineer & MEP Engineering	Genesis Engineering 134 4th Avenue North Franklin, Tennessee 37064	Russell Skrabut, PE, SI, LEED AP (Structural Engineer) raskrabut@geneng.net Victoria W. Robertson (Mech Engineer) vrobertson@geneng.net Dan Schafran, PE (Electrical Engineer) dschafran@geneng.net	Principal Assoc. Principal Assoc. Principal	$215 $175 $175
Presconstruction Consultant	The Parent Company 241 Wilson Pike Circle Brentwood, Tennessee 37027	Bob Sarratt (Pre-Construction Cost Estimating) bsarratt@theparentco.com Jim Brownlee jbrownlee@theparentco.com		$125 $125
LEED Consultant:	Optimized Design Solutions 311 Caysens Square Lane Franklin, Tennessee 37064 (Energy Studio)	Ken A. Scalf, AIA, LEED AP kascalf@gmail.com Amanda Bogner abogner@energystudioinc.com	Principal Principal	$190 $190
Specification Consultant:	Specs & Details PO Box 281772 Nashville, Tennessee 37228	Lynn Jolley, AIA, CSI, CCS, CCCA, SCIP, NOMA ljolley@comcast.net	Principal	$140
Security	SRMC,llc 102 West Main Street #85 New Albany, OH 43054	Lynda Buel CPP, CFE, CSC, CPTED (SRMC Owner) lyndab@srmcllc.com Jim Townzen, PSP (Security Consultant) jimt@srmcllc.com	Principal	$215 $215

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Appendix D: Phase 2 Consultant Team and Hourly Rates

Role	Company Name	Contact Person and role	billing classification	hourly billing rate
Lighting/AV/Low Voltage:	Henderson Engineers 2550 Meridian Boulevard Franklin, Tennessee 37067	John Wiseman john.wiseman@hendersonengineers.com	project manager	$145
		Jeff Teel (director) Jeff.Teel@hendersonengineers.com	Acoustic QC	$200
		Elaina Bargas elaina.bargas@hendersonengineers.com	lead acoustics	$120
		Jim Rose jim.rose@hendersonengineers.com	lead A/V	$130
		Joe Gombos joseph.gombos@hendersonengineers.com	A/V QC	$145
		Roe Gammon roe.gammon@hendersonengineers.com	lead smart building	$130
		Karen Zeballos karen.zeballos@hendersonengineers.com	lead telecom	$120
		Rebecca Rothermich Rebecca.rothermich@hendersonengineers.com	Telecom Q/A	$145
		Mark Hershman mark.hershman@hendersonengineers.com	lead lighting	$185
Commissioning	Facility Diagnostices	Nick Ganick nganick@FDllc-cx.com	Executive consult.	$220
		Mike Haney mhaney@fdllc-cx.com	senior engineer	$205
Economic Consultant	Gibbs Planning Group	Bob Gibbs rgibbs@gibbsplanning.com Michael Boettcher (research director)	Principal	$350

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City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02733

DATE: March 1, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development

SUBJECT:

Consideration Of Resolution 2021-184, A Resolution To Approve The New City Hall Master Plan. WS 2/22/22

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the New City Hall Master Plan.

BACKGROUND/STAFF COMMENTS:

The OHM/Studio 8 consultant team has completed the New City Hall Master Plan, which is Phase I of the new City Hall on the historic Public Square in downtown Franklin. The Master Plan will serve as the road map for the future design and development of the entire City Hall site. The vision of the Master Plan is the result of an extensive process of research and information gathering, case study investigation, and City Hall employee and public outreach. The link to the full Masterplan Booklet is here: City Hall Master Plan Link.

FINANCIAL IMPACT:

Phase I is complete and fully funded in the FY21 and FY22 budgets. Additional financial impacts will be discussed as part of Phase II - Schematic Design and, future milestones.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2021-184.

RESOLUTION 2021-184

A RESOLUTION TO APPROVE THE NEW CITY HALL MASTER PLAN.

WHEREAS, Franklin's City Hall is housed in a 1970s shopping mall on the historic Public Square in downtown Franklin. Prior to 1968, the site had a plethora of historical and unique uses, from stables, buggy repair shops, and an auction barn with livestock to a grocery store and automotive sales service area. The original architecture matched the surrounding buildings; brick in construction with grand arches large enough for a horse and buggy to travel through; and

WHEREAS, a one-story, block-long mall replaced those buildings in 1974, complete with several department stores and shops. The mall closed in the early 1980s, leading to the purchase of the site for use as city hall. The 'old mall' has held city government offices since that time and was never intended to serve this purpose long term. The large department store mall layout has a lack of windows, leaky roof, and incompatible architecture that creates a less than ideal configuration and lacks the welcomeness and prominence that a public city hall should offer its citizens; and

WHEREAS, in Fall 2020, the BOMA selected Orchard, Hiltz, & McCliment, Inc d/b/a OHM Advisors and Studio 8 Design consulting team to work with the City to develop a master plan for a new city hall, for the purposes of replacing the existing 'old mall' with a functional, efficient building and site that provides a plan for the long-term siting of City Hall on the historic Public Square that will serve the citizens for generations to come; and

WHEREAS, the City formed an executive team that was led by Assistant City Administrator of Community Development, Vernon Gerth, Assistant Director of Planning, Kelly Dannenfelser, AICP, Engineer Joe Marlo, and Facilities Manager, Brad Wilson, to work with and guide the OHM consultant team for 15 months to develop and execute the community engagement plan and identify the shared vision for a new City Hall; and

WHEREAS, the community engagement goals included building consensus on a broad vision for this public building and quadrant of the Public Square, gather broad perspectives on function and form, and allow for many opportunities to engage stakeholders and citizens; and

WHEREAS, OHM and the staff team conducted a site walk with the full consultant team and city staff to identify opportunities for improving the functionality and circulation of our City Hall and enhancing the built environment on the historic Public Square; and

WHEREAS, OHM and the staff team conducted a series of departmental director and supervisor interviews to determine future space needs and key adjacencies, with employment needs projected out through the year 2040, and began to work on preliminary design and space planning; and

WHEREAS, the staff team formed a functional space needs working group that represented employees from all of the departments that operate out of City Hall, who reviewed a series of virtual case studies of corporate office space, city halls, site design, historic context, engineering systems, and building envelopes. In addition, the group participated in a series of mobile workshops to see how modern office and civic spaces could function, which included Alfred Williams showroom, Brentwood Commons Parallon building, Schneider Electric, Middle Tennessee Electric, Tractor Supply, Brentwood Public Safety building, and Battleground Academy Center for Arts and Entrepreneurship; and

WHEREAS, in Spring 2021 and Fall 2021, OHM and the staff team conducted two rounds of engagement that centered on (1) obtaining input into the master planning process as it was being drawn, and then (2) obtaining feedback following the release of the preliminary master plan in August 2021; and

WHEREAS, Round I engagement focused on gathering important feedback on key elements for a successful City Hall to help inform the creation of the preliminary master plan, and included an employee survey, community survey, dedicated website, social media posts and videos, small stakeholder meetings with downtown civic leaders and downtown residents, a public meeting, and meetings with Design Professionals, the Design Review Committee of the Historic Zoning Commission (DRC), the Franklin Public Arts Commission, the Sustainability Commission, and the Franklin Municipal Planning Commission (FMPC) and BOMA Joint Conceptual Workshop; and

WHEREAS, Round II engagement focused on obtaining feedback on the design direction of the preliminary master plan, so as to identify refinements of the building program and master plan. Community engagement included engagement with the City's leadership team, a survey, social media posts, dedicated website, a video, a public virtual meeting, and public meetings with the Design Review Committee of the Historic Zoning Commission, a BOMA Work Session, and the FMPC/BOMA Joint Conceptual Workshop; and

WHEREAS, the new City Hall master plan, which is Attachment A of this Resolution, is the culmination of the feedback from department directors and city employees, the functional space needs working group, city boards and commissions, downtown stakeholders, the community-at-large, and is the result of over 180 coordinated meetings; and

WHEREAS, there is strong support for the new City Hall master plan, including the proposed form, massing, and scale of the civic building, the inclusion of subgrade parking and public restrooms, and the incorporation of sustainability elements to achieve LEED Silver. Over 90 percent of survey respondents indicated they were very satisfied or satisfied with the direction the new City Hall is headed; and

WHEREAS, additional feedback included the importance of traditional architectural style and detailing to complement the historic Square, which will be designed during Phase II, Schematic Design. In addition, the upper story building stepbacks, rooftop terraces, as well as site amenities will be refined during the next phase in coordination with the DRC; and

WHEREAS, following the close of the Round II engagement, the consultant team provided cost estimates for the construction of the full master plan. Staff reviewed regional construction cost comparisons and the escalation of construction costs in the region and nationwide, and then identified options for phasing the construction of the full master plan, evaluated the space and use inefficiencies of the current City Hall, and provided a financial review and analysis of fiscal capabilities; and

WHEREAS, in January 2022, the staff recommended phasing for a partial building and full subgrade parking garage with the rationale that it would provide for a functional, efficient building for the public and staff, has appropriate massing that completes the Square, maximizes site parking, allows for future master plan development, stays within the recommended resources of the Capital Improvement Program, maintains the new City Hall timeline.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the Board of Mayor and Aldermen hereby approves the New City Hall Master Plan.

BE IT SO RESOLVED AND DONE on this ____ day of _____, 2022.

ATTEST:

BY:_____

Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSE

BY:_____

Dr. Ken Moore
Mayor

APPROVED AS TO FORM BY:

BY: _____
Shauna R. Billingsley, City Attorney

COMPLETE THE SQUARE

FRANKLIN CITY HALL MASTER PLAN

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GRAY'S





ESTABLISHING THE VISION

Introduction

- Executive Summary
- History of the Site

Vision & Success Criteria

Project Process

Community Engagement Report

Project Framework

- Zoning
- Historic Preservation Overlay District
- Building Program

Opportunities, Challenges, and Goals

- Completing the Square with a Civic Presence
- Sensitivity to Surrounding Context
- Access to the Building
- Sustainability
- Community Vision
- Building Design Goals

INTRODUCTION

EXECUTIVE SUMMARY

The existing City Hall is an anomaly in the rich, historic downtown fabric. The existing City Hall facility is a re-purposed mall building built in 1974. Lasting only a few years, the mall did not prove to be successful. In 1981, the building was re-purposed to house City Hall. The existing one-story structure covers the entire city block from Public Square to Church Street along 3rd Avenue South. The existing building has very few exterior windows and is lacking in architectural character inherent in the surrounding historic structures, making City Hall appear very unwelcoming from the exterior. Being a mall building, the structure is not well suited for City Hall functions. The City leadership and staff have made this building work for over four decades, but now the building has outlived its lifespan and is in a state of disrepair, requiring costly continual maintenance.

The design of the new City Hall building in this prominent location is an opportunity to contextually repair this quadrant of the Square and continue the vibrancy of downtown along 3rd Avenue South. Prior to the Mall building, this quadrant of the Square was the center of downtown activity throughout the early history of the City, housing mule barns and a general store, making this quadrant a destination for the citizens and a gathering place for the community. The design of the new City Hall should serve as a gateway to the City with a welcoming, inviting presence, promoting a sense of community for the citizens of Franklin. Downtown Franklin is well known for its annual festivals and parades including: Pumpkin Fest in October; the Veterans Day Parade in November; and Dickens of a Christmas in December. Thousands of tourists visit Franklin each year to enjoy the festivals and explore the elegant shops, restaurants, and galleries located in the historic downtown core. The design of the new City Hall should provide a destination for the visitors to learn about the unique history of Franklin, and gather information about the many things to do and sites to see on their visit. The new City Hall building will serve as a hub for the community providing many opportunities for citizens to become more connected to their community, to their elected officials, to the City staff while conducting business, and to the history and story of Franklin. The new City Hall should provide a secure building for the staff to work, while providing a welcoming, accessible destination for the community, combined with potential supporting uses on 3rd Avenue and Church Street.



Purpose of the Master Plan

The Master Plan will serve as the road map for the future design and development of the entire City Hall site. The vision of the Master Plan is the result of an extensive process of research and information gathering, case study investigation, and public outreach that began in Fall of 2020. The existing one story re-purposed mall building will be demolished and replaced with a state-of-the-art City Hall facility on the Southeast quadrant of Public Square. The facility will be designed with the goal of providing flexibility for the future growth and the evolving needs of the city.

Based on the results of the community survey and stakeholder meetings from the public engagement process, other supporting uses and community amenities were identified and incorporated into the conceptual master plan.

These uses and amenities include the following:

- Exterior open space for community gathering
- Visitor Information Center
- Public art opportunities
- Interior meeting rooms for community use
- Additional parking
- Green roof spaces for public and staff

The vision of the building and site is one that responds to the rich historic fabric of downtown Franklin in a responsible and sensitive way while providing a modern, yet timeless City Hall building to facilitate the continuation of the high standard of services and care for the citizens of Franklin.

Goals of the Master Plan

Building:

1. Welcoming City Hall that provides the highest level of service to the citizens of Franklin
2. Respond to the context with appropriate height, massing, and scale
3. Flexibility in the design to accommodate growth and change
4. More meeting space
5. Improved daylighting, health, and wellness for staff
6. Improved connectivity between departments
7. Implement technology for improved efficiency and innovative service delivery
8. Improved security
9. Implement sustainable design for improved energy efficiency and occupant health

Site:

1. Provide open space that responds to the surrounding context
2. Support a variety of community uses and gatherings in outdoor spaces
3. Improve streetscape
4. Upgrade utilities
5. Promote sustainable site design
6. Provide additional parking for city staff and the public





INTRODUCTION

HISTORY OF THE SITE

Key Features





1. Wagner & Co Laundry/ DT Crocket General Store

Built in 1890's

Quadrant of Square demolished in 1968 for Harpeth Square Mall



2. Lunn's Blacksmith/ Bearden Buggy

Built in early 1900's

Demolished prior to 1946



3. Cotton's Livery Stables

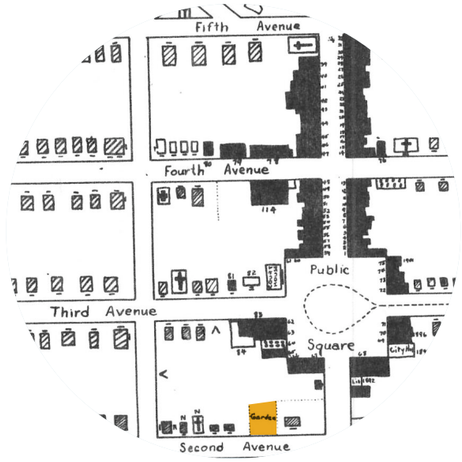
Built in 1890's

Quadrant of Square demolished in 1968 for Harpeth Square Mall



4. Watering Trough

Early 1900's



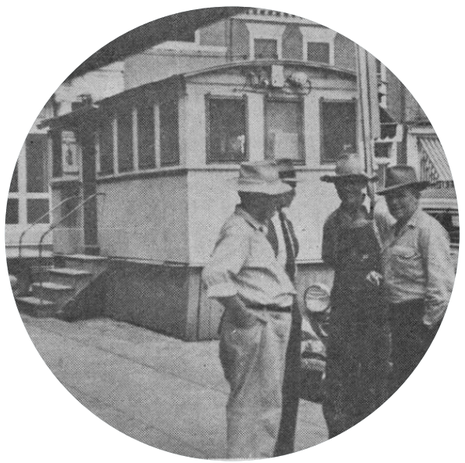
5. D.B. Cliffe Garden

Began Post Civil War and the Cliffe Family kept it alive for three generations - Famous for its flowers



6. Historic City Offices

Rebuilt after 1888 fire. City Offices moved to Bethurum Funeral Home building in 1958, then to Harpeth Square Mall in 1981.



7. Chapman's Pie Wagon

1920's-1940's

Became Smithwick's Pie Wagon in the 1950s



8. Historic Williamson County Courthouse

Built in the 1850's

Damaged in 1871 tornado but was restored



9. Historic Main Street

1815 to mid-1850's



10. Cornerstone Presbyterian Church

Originally First Baptist Church, built in 1849

INTRODUCTION

HISTORY OF THE SITE THEN & NOW

Key Historical Site Features

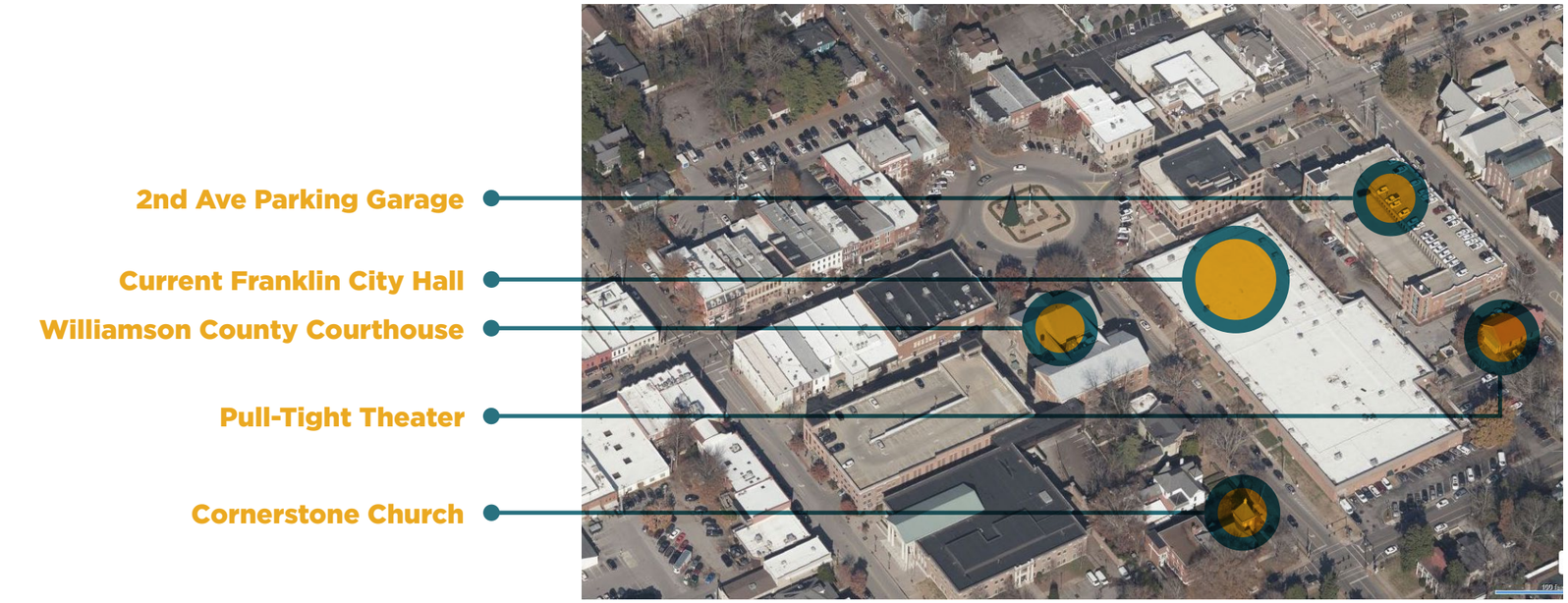
City Hall site has seen continuous change in services, architecture, and scale over the years.

Historically, the businesses once located on this site served the community. These included grocery stores, stables, horse watering, buggy repair, and automotive sales & service.

- The Corner of Third Avenue South has always been anchored with solid architecture.
- Stables and transportation have established this corner as a place to meet, gather & access transportation.
- Dr. D.B. Cliffe maintained a garden along Second Avenue that was famous for its flowers. His grandson, Joe Cliffe, who was an Alderman for many years and continued the tradition of the community garden for several years. Both Dr. Cliffe and Joe Cliffe lived on Second Avenue South.
- Chapman's Pie Wagon was originally located adjacent to the courthouse on Third Avenue South before relocating to the Northwest corner of square with a change of ownership to Mrs. Smithwick in the early 1940's.
- The Corner of Third Avenue South was known as the "Water Trough Corner". It is suspected that the water trough was part of D.T. Crockett's Grocery Store (aka Wagner's Grocery), providing a place for visitors to bring their horses to water while shopping Downtown. This may provide an opportunity to recall the history with a water feature as part of the new City Hall site improvements.

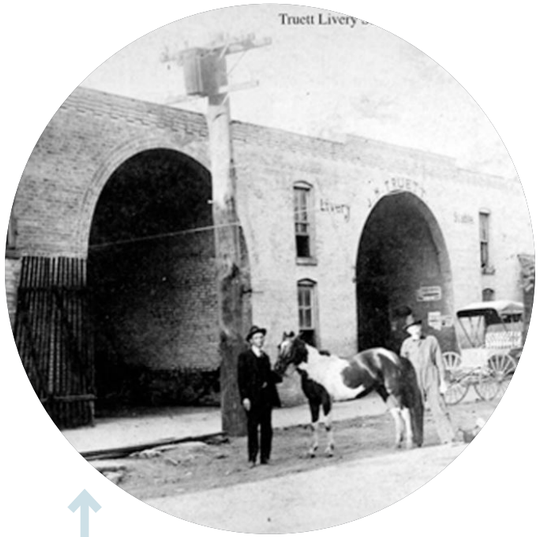
Architectural Expression of the Livery Stables

- Historic stables & an auction house served all citizens of Franklin & the surrounding area.
- Architectural expression of the Livery Stables was more consistent with vernacular than typical horse barn.
- Stepped parapet, brick construction, corbelling details created a unique architectural expression.
- Grand arch sized to be large enough to drive horse & buggies into livery stables.





* The historic livery stable buildings and their iconic gateway arches are no longer in existence today. Arched architectural elements of varying scale and proportions can be found in many of the historic buildings in downtown Franklin today.



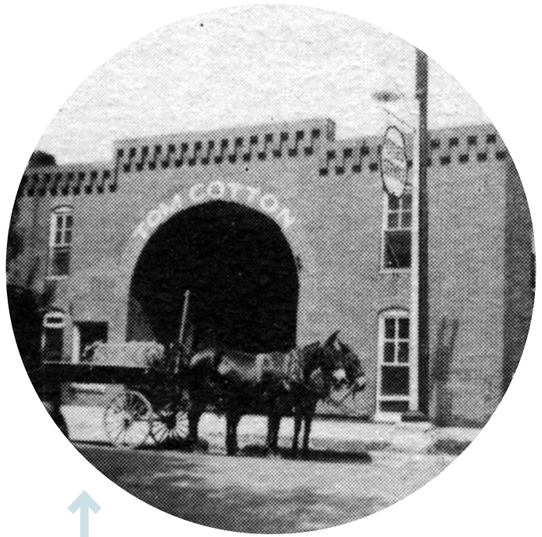
historic arch **01** today





historic arch **02** today



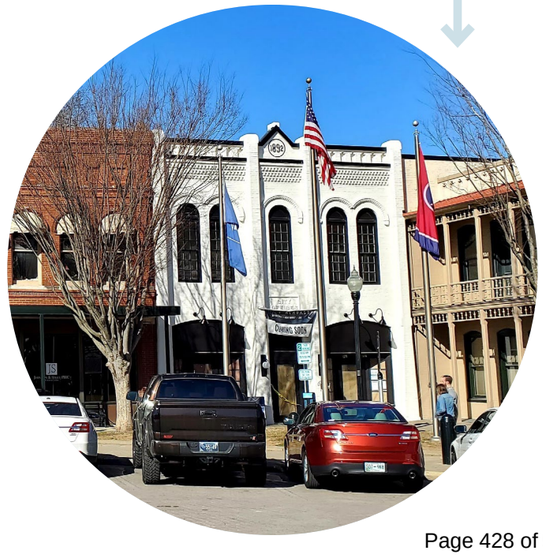


historic arch **03** today





historic arch **04** today



VISION & SUCCESS CRITERIA

ALIGNED WITH THE MISSION OF FRANKLIN

City of Franklin Mission:

The mission of the City of Franklin is to foster community cooperation, innovation, and opportunity by providing quality services to Franklin residents and businesses in an efficient, effective, and economical manner.

City of Franklin Vision:

Franklin will continually strive to be a community of choice for individuals, families, and businesses to grow and prosper through an excellent quality of life supported by exceptional, responsive, and cost effective City services.

City of Franklin Key Principles:

- **Excellence.** Our goal is the delivery of high quality service to citizens and co-workers alike. We are proud of our level of service and our continuous improvement efforts. We measure ourselves against the "best in class" in both the public and private sector.
- **Innovation.** We are open to new ideas and methods of providing services and meeting community needs.
- Ideas and approaches are "mined" from a variety of sources including those outside of government service.
- **Teamwork.** Resources are shared. Problem solving should be expected of each individual but is also a shared endeavor. Collaboration is a fundamental skill both within the organization and with other community-serving entities. Department directors establish positive working relationships with their counterparts at the county, within other municipalities, and with key state government officials. Employees throughout the organization know they are valued.
- **Integrity.** Our actions and words are in harmony. If you make a mistake, own it, take action to correct the situation, and move on.
- **Action-Oriented.** Team members act with a sense of urgency to meet the needs of citizens, co-workers, and the community. We seek to make a difference every day. We will always make the most of the opportunities presented to us.

Serve the community

Provide an efficient, flexible facility to support exceptional delivery of services to the citizens of Franklin that speaks to the mission and key principals of Franklin.

Welcome the community

Promote citizen engagement by inspiring pride in the community and providing a wide range of indoor and outdoor services and amenities for Franklin's diverse community.

Lead the community

Be a model for responsible development that responds to the rich fabric of downtown Franklin while implementing fiscal and environmentally sustainable strategies.

SUCCESS CRITERIA



IMPROVED QUALITY OF SERVICES TO THE CITIZEN OF FRANKLIN

- Implement effective security measures without sacrificing a welcoming and accessible City Hall for the citizens
- Further enhance the level of City services
- Flexibility in systems and design to allow for change and growth over time
- Use technology to improve efficiency and expand capabilities



SHOW FISCAL AND ENVIRONMENTAL STEWARDSHIP

- Implement sustainable strategies that are proven to be energy efficient thereby reducing life cycle costs of the building
- Balance state of the art systems with initial construction and ongoing maintenance costs
- Demonstrate strategic use of the site and resources



ENCOURAGE COMMUNITY AND CIVIC ENGAGEMENT

- Improve access to city services and activities
- Provide flexible and adaptable spaces for community use
- Provide cultural and community resources such as educational opportunities and public art by local artists



ENHANCE FRANKLIN'S UNIQUE DOWNTOWN NEIGHBORHOOD

- Provide Open Space that responds to the surrounding context and provides enjoyable outdoor spaces for gathering and respite
- Provide additional amenities for the community such as meeting space and parking
- A building design that is respectful to the height, massing and scale of the surrounding built environment
- A building design that is Civic in nature but blends with the historic character of Franklin's unique downtown fabric
- Complete the Southeast quadrant of Franklin's Public Square with a City Hall that is both inviting and timeless

PROJECT PROCESS

METHODOLOGY & TEAM ORGANIZATION

The Phase One project team is shown in the graphic on the right. The City Executive Team led the programming and visioning effort for the City. Members of the Long Range Planning group led the Community Engagement portion of Phase One. The City Executive Team developed a Functional Space Group consisting of representatives from all City departments. The Functional Space Group participated in a kick-off Site Walk meeting, Departmental Interviews, Case Study presentations, and tours of local modern corporate offices and a furniture vendor showroom. The Design Team did extensive case study research on the following topics and made presentations to the City staff:

- City Hall and Corporate Office Design
- Site Design
- New Buildings in a Historic Context
- Building Systems including Sustainable Design Strategies and Incorporation of Modern Technology

The Design Team developed questionnaires and hosted Zoom Interviews with representatives from each department and documented the findings from the questionnaire and interview process for the City Executive Team review. This documentation and the City Executive Team's feedback served as the basis for the development of the building program. The Design Team created a programming document that defines the square footage needs of the building, departmental adjacencies, overall building organization, and space standards for each programmatic element. This document will serve as the basis for the subsequent design phases after Phase One is complete.

For the Community Engagement portion of Phase One, the Design Team worked closely with representatives from the Long Range Planning Department. The Design Team developed a Community Engagement Plan that consists of two rounds of community engagement. This Conceptual Master Plan document is the result of Round One of the Community Engagement process. For Round One, the Design Team created and hosted a project website that included information about the project, a link to a community survey, and a comment box where citizens could submit their thoughts and questions about the project. Round One also included a series of community meetings with key stakeholder groups and City staff. A survey was also distributed to City staff to gain further insight into what staff would like to see incorporated into the new City Hall.

Round Two of Community Engagement will follow the release of this Conceptual Master Plan booklet in order to gain feedback on the proposed Master Plan design. Revisions will be made to the Conceptual Master Plan based on the feedback received from Round Two of Community Engagement culminating in a Preliminary Master Plan that the Design Team will present to BOMA for their review and consideration in early 2022.

The timeline shown to the right and on the following page is a graphic summary of the process described above.

TEAM ORGANIZATION

CITY OF FRANKLIN LONG RANGE PLANNING & THE PHASE 1 DESIGN TEAM

Kelly Dannenfelser, *Assistant Director of Planning & Sustainability*
Andrew Orr, *Long Range Planning Supervisor*
Annette Dalrymple, *Land Planner*

CITY OF FRANKLIN EXECUTIVE TEAM

Vernon Gerth, *Assistant City Administrator*
Kelly Dannenfelser, *Assistant Director of Planning & Sustainability*
Joe Marlo, *Staff Engineer III*
Brad Wilson, *Facilities Project Manager*

COMMUNITY ENGAGEMENT

Board of Mayor & Alderman
Historic Design Review Committee
Planning Commission
Design Professionals & Developers
Civic Leaders & Stakeholders
Downtown Neighborhood Association
Public Arts Commission
City Hall Staff
Community & Citizens

FUNCTIONAL SPACE GROUP

Representives from the following City Departments:
City Executive Team
Administration Department
Finance Department
Planning & Sustainability Department
Information Technology Department
Engineering Department
Building & Neighborhood Services Department
Fire Administration Department
Recorder / Revenue Department
Municipal Court Department
Communications Department
Human Resources Department
Legal Department
Purchasing Department

PHASE 1 DESIGN TEAM

OHM Advisors, *Architecture*
Studio 8 Design, *Archirecture & Project Managment*
BRANDid, *Interior Design*
Kiser Vogrin Design, *Landscape Planning & Landscape Architecture*
Genesis Engineering, *Structural, Mechanical & Electrical Engineering*
Henderson Engineers, *AV/Broadcasting/Smart Building, & Lighting Design Consultant*
The Parent Company, *Pre-Construction Cost Estimating*
Optimized Design Solutions, *LEED Consultant*
SRMC, *Security Consultant*

PHASE 01
TIMELINE TO DATE

01 Establish Goals and Objectives of the Master Plan

November 2020
-Executive Team Kick-Off
-Review Space Needs Analysis and Establish Project Goals
-LEED Charette
-City Hall Case Study Research
-Aerial Drone Footage of Site

December 2020
-Building Program Research

January 2021
-Departmental Interviews
-Case Study Presentations

February 2021
-Develop the Building Program & Space Standards
-Evaluate Site for Future Development

March 2021
-Kick-Off Specialty Consultants [Security & Technology]
-Specialty Consultant Draft Basis of Design Document Developemnt
-Engineering Narrative Draft Document Development
-Community Engagement Website Launch
-Historic Design Review Committee Meeting #1
-Civil, Utility, & Streetscape Drawing Development

May 2021
Community Engagment Round 01
-Design Professionals & Developers Meeting
-Community Family Room Chat #1
-Historic Design Review Committee [Meeting #2 - Site Walk]
-BOMA Worksession
-BOMA/FMPC Joint Conceptual Workshop

Research & Analysis → Generate Wish List → Develop Wish List → you are here

April 2021
Community Engagement Round 01
-Community & Staff Survey Release
-Franklin Public Arts Commission Meeting
-Civic Stakeholders Meeting
-Downtown Neighborhood Association Meeting
-City Employee Family Room Chat

02 Engage the Public in Conceptual Master Plan Development

03 Develop the Master Plan

June-July2021
-Compile Round 01 Community Engagement Feedback
-Develop Round 01 Community Engagement Report
-Develop the Preliminary Master Plan

September 2021
-Release Round 01 Community Engagement Report & Preliminary Master Plan

PROJECT PROCESS

TIMELINE FROM NOW UNTIL CITY HALL OPENS

This timeline begins with Round Two of the Community Engagement Process. Phase One will end with Milestone One, which is the BOMA Meeting to approve the Master Plan and Milestone Two which is the BOMA Meeting to approve proceeding with the remaining design and construction phases. Overall, the timeline from the beginning of Phase One to the time that City Hall opens is estimated to be a duration of 5+ years.

PHASE 01 Programming, Charrette and Preliminary Master Plan

September - December 2021

Round 02 Community Engagement
-Special BOMA Worksession (Current Board)
-Community Family Room Chat #2
-Historic Design Review Committee Meeting #3
-BOMA/FMPC Joint Conceptual Worksop
-BOMA Worksession (New Board)

December 2021 - February 2022

Refinements to Preliminary Master Plan based on Feedback from Round 02 Community Engagement

you are here

February 2022

BOMA Worksession
MILESTONE 01: BOMA Meeting Resolution to Approve Preliminary Master Plan & Preliminary Construction Cost Estimate

March 2022

Update Project Scope, Schedule, & Fee Proposals
BOMA Worksession
MILESTONE 02: BOMA Meeting Resolution to Approve Amended Project Scope, Schedule, & Fees

PHASE 02 Schematic Design

PHASE 02.A

Executive Team Kick-Off

PHASE 02.B

BOMA/FMPC Joint Conceptual Workshop

PHASE 02.C

BOMA Worksession
MILESTONE 03: BOMA Meeting Resolution to Approve Schematic Design & Preliminary Construction Cost Estimate

PHASE 03 Design Development

PHASE 03.A

Executive Team Kick-Off

PHASE 03.B

Site Plan Submittals - Pre-Application Document Production & Review Process

PHASE 03.C

FHZC Application & Submittal & Review Process
FMPC Application & Submittal & Review Process

PHASE 04 Construction Documents

PHASE 04.A
Executive Team Kick-Off

PHASE 04.B
50% Construction Documents
Update Construction Cost Estimate

PHASE 04.C
100% Contract Documents

PHASE 05 Permitting, LEED Design Compliance Review, and Bidding & Negotiation

PHASE 05.A
Bidding & Negotation
LEED Design Compliance Review by USGBC

PHASE 05.B
BOMA Worksession
MILESTONE 04: BOMA Meeting
Resolution to Approve Bid Award

PHASE 05.C
Permit Approval
Contractor Notice to Proceed

PHASE 06 Construction Administration & Project Close Out

PHASE 06.A
Construction Begins

PHASE 06.B
Project Close-Out
LEED Commissioning

PHASE 06.C
City Issues Use & Occupancy Certificate Move-In

City Hall Opens 2026

COMMUNITY ENGAGEMENT REPORT

STAKEHOLDER MEETINGS

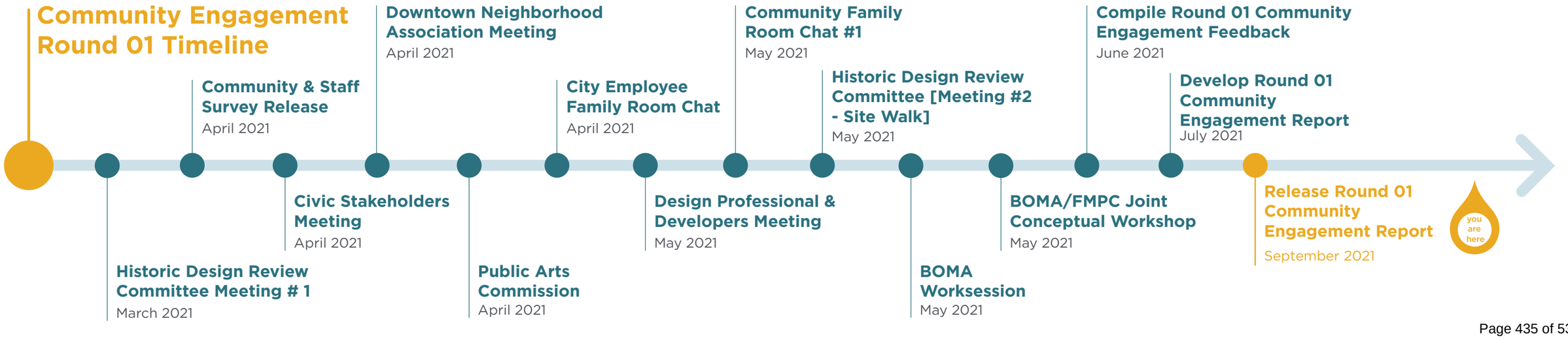
SUMMARY

The Design Team conducted ten stakeholder meetings during Round One of the Community Engagement process over the course of eight weeks from March 2021 to May 2021. Due to COVID-19 restrictions, all meetings were virtual until the COVID restrictions were lifted, allowing the Historic DRC second meeting, BOMA Worksession and BOMA/FMPC Joint Conceptual Workshop to be in-person meetings in the latter portion of Round One.

Below is a list of the meetings hosted during Round One of Community Engagement:

- Historic Design Review Committee Meeting #1
- Public Arts Commission
- Downtown Neighborhood Association
- Civic Stakeholders (Executive Directors of Civic Non-Profits)
- City Employees (Two Meetings)
- Design Professionals/Developers Group
- Large Family Room Chat with the General Public
- Historic Design Review Committee Meeting #2
- BOMA Worksession
- BOMA/FMPC Joint Conceptual Workshop





BY THE NUMBERS

300+ MEETING ATTENDANCE · **10** MEETINGS · **25+** TOPIC BASED QUESTIONS · **145+** ATTENDEES COMMENT



ESTABLISHING MASTER PLAN GOALS

HISTORICAL CONTEXT

What is most important to you when considering the development of a City Hall in Downtown Franklin?

- Historically, the businesses once located on this site served the community and established this corner as a place to meet, gather, and access transportation. These uses included grocery stores, stables, horse watering, buggy repair, and automobile sales and services.

Pie Wagon

Historical site map showing water trough corner and D.B. Cliffe gardens

D.T. Crockett Store; Public Square

Wagner & Co; Corner of Public Square & Third Ave S

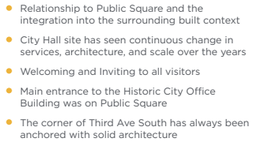
Cotton's Livery Stable & Auction House; Third Avenue

ESTABLISHING MASTER PLAN GOALS

SITE CONTEXT - PUBLIC SQUARE

What is most important to you when considering the development of a City Hall in Downtown Franklin?

- Relationship to Public Square and the integration into the surrounding built context
- City Hall site has seen continuous change in services, architecture, and scale over the years
- Welcoming and Inviting to all visitors
- Main entrance to the Historic City Office Building was on Public Square
- The corner of Third Ave South has always been anchored with solid architecture


Historic City Office Building; Franklin, TN


Williamson County Court House


Public Square


306 Public Square Franklin, TN

THE ROLE OF CITY HALL IN THE COMMUNITY

What role should a City Hall play in the community?

- Provide places for the community to gather beyond the City Hall functions
- Embrace neighborhood partnerships
- Museum component - public art or historic display
- Visitor information center
- Educational component for the community
- Provide something for all ages



Mount Pleasant, SC City Hall



Independence Visitor Center, Philadelphia, PA

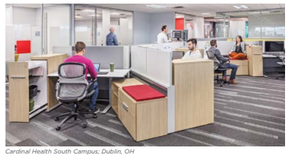

Buda, TX City Hall


Boston, MA City Hall

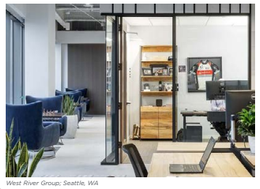
FUNCTIONALITY

What is most important to you in creating a functional workplace?

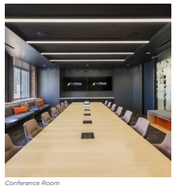
- Build purposeful settings
- Emphasize community & culture
- Encourage circulation and connection
- Break down the barriers between departments
- Plan for growth


Cardinal Health South Campus; Dublin, OH


Mufreesboro Police Department


West River Group; Seattle, WA


Breakroom


Conference Room

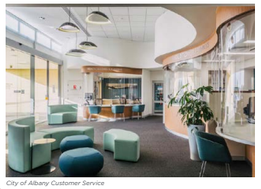
CUSTOMER INTERFACE

In your opinion, what would be most beneficial in improving customer interface?

- Inviting and secure lobby
- Coffee shop in the Lobby
- Lobby connection to all public interfacing services
- Informal gathering and waiting areas
- Efficient and frictionless transactions
- Ease of accessibility and wayfinding


Steelcase Collaboration Table


Boston, MA City Hall


City of Albany Customer Service


Windsor City Hall; Windsor, Ontario

SUPPORTING USES

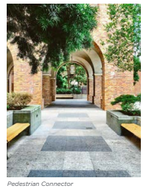
What type of supporting uses do you envision on this block in addition to City Hall?

- Gatherings/Events/Fairs/Festivals
- Performances
- Gardens, Parks, Plazas, Courtyards
- Visitor Information
- Historic Display
- Incubator Space
- Community Meeting Space
- Commercial Uses


Incubator Space / Community Meeting Space


Puckett's; Franklin, TN


Public Art


Pedestrian Connector


DPR Construction; Sacramento, CA

COMMUNITY ENGAGEMENT REPORT

STAKEHOLDER MEETINGS

DESIGN REVIEW COMMITTEE [DRC]

The Design Team hosted two meetings with the Historic Design Review Committee. The first meeting was a virtual case study presentation of new buildings in a historical context with a focus on the historical relevance of the City Hall site in downtown Franklin. The second meeting was held as an in-person site walk meeting. During this meeting, the attendees walked the perimeter of the site to discuss appropriate height, massing, and scale of the building in relation to the surrounding context.

MEETING **#01**

virtual slide presentation
March 22, 2021
15 attendees

Feedback & Takeaways:

- Building height should not exceed 3 stories with 231 Public Square as a contextual reference, as well as the Williamson County Courthouse. The building should respect the Courthouse and not overpower in massing.
- Retail uses are not appropriate on this site due its volatile nature, as well as the need to support other local businesses along the Main Street corridor.
- Entrance of City Hall should face the historic Public Square.
- 3rd Avenue should be activated with interior uses as well as exterior, public uses.
- Building materials should be traditional and blend well with the existing context.
- Respect the existing contextual edge of the Courthouse along the Square.
- Building scale should step down along 3rd Avenue toward Church Street and incorporate green, softened edges.
- Building entrance should stand out with some contrast in materials and scale.

MEETING **#02**

on-site walk-through
May 24, 2021
15 attendees

Feedback & Takeaways:

- Entrance at Public Square should incorporate a small plaza with covered and open areas for the public.
- Implement small courtyards or pocket parks similar to St. Paul's Episcopal Church.
- Underground parking should be maximized for employee parking and city vehicles should be stored at homes or off-site.
- Demolition of the existing City Hall should implement sustainable strategies.
- Entrance on Public Square is symbolic to the history of the city's civic services on the Square.
- Prefers the building height between the Courthouse eave and roof ridge.



Multi-Family Infill, Washington DC



Birmingham AL, City Hall 1904's


Homestead Building

"Respect the edge of the Historical County Courthouse"

"Entrance to City Hall on Public Square is symbolic to the history of the City's civic services on the Square"

"Speak to the history by incorporating the livery stables

PUBLIC ARTS COMMISSION

The Design Team hosted one meeting with the Franklin Public Arts Commission to discuss potential opportunities to incorporate public art into the Master Plan. The Design Team shared case study imagery of different ways art could be incorporated into outdoor plazas, courtyards, streetscape, and civic buildings.

MEETING

virtual slide presentation
April 7, 2021
13 attendees

Feedback & Takeaways:

- Rotating exhibits in green spaces.
- Water feature at the Square that revives the historic water trough location
- Distinct streetscape zones with street furnishings, plenty of room for pedestrians, as well as zones for gathering
- Interactive art for children similar to Greenville, SC's "Mice on Main"
- Extension of the Midnight Sun Scavenger Hunt with multiple horses at City Hall that could be a small scale scavenger hunt within the larger hunt
- Green space along Church Street that could become a gateway to the 2nd Avenue district and art galleries
- Streetscape along Church Street has a distinct effect on the galleries along 2nd and should be welcoming
- Building could have two main entries, one at the Square and one along 3rd Avenue

arches and water feature reminiscent of and watering trough"

DOWNTOWN NEIGHBORHOOD ASSOCIATION

The Design Team hosted one meeting with the Downtown Neighborhood Association to gain insight into what the downtown neighboring businesses may want to see incorporated into the Master Plan. The Design Team shared a presentation of case study imagery related to the topics of the role of a City Hall in the community, historical and site context, city operations, community amenities, supporting uses, and architectural style. The following questions were posed during the presentation in order to facilitate feedback from the attendees:

Why does Franklin need a new City Hall?

What role should a City Hall play in the community?

What is most important to you when considering the development of a City Hall in Downtown Franklin?

What type of supporting uses do you envision on this block in addition to City Hall?

What type of Architecture would you like to see?

MEETING

virtual slide presentation
April 6, 2021
18 attendees

Feedback & Takeaways:

- Need for upscale community space for a variety of meetings
- Incorporate Visitor Information
- Easy access to public restrooms
- Sub-grade parking would be preferable over an above ground parking structure
- City Hall should be welcoming and designed for the community
- Incorporate arches reminiscent of the Livery Stables as an entry
- Third Avenue streetscape improvements, including burying utilities, should be a priority
- Concern with incorporating retail at the ground level
- In favor of additional park space and green roofs for the community
- Make security, safety, and traffic control a priority
- Reduce carbon footprint
- Concern with incorporation of incubator space as a supporting use
- Mt Pleasant City Hall case study is too contemporary
- Main entrance to City Hall should be on the Square

"Retail and commercial uses are not appropriate for City Hall site"

CIVIC STAKEHOLDERS

The Design Team hosted one meeting with the Executive Directors of Civic Non-Profit Organizations in the Community to gain insight into what community nonprofits may want to see incorporated into the Master Plan. The Design Team shared a presentation of case study imagery related to the topics of the role of a City Hall in the community, historical and site context, city operations, community amenities, supporting uses, and architectural style. The following questions were posed during the presentation in order to facilitate feedback from the attendees:

Why does Franklin need a new City Hall?

What role should a City Hall play in the community?

What is most important to you when considering the development of a City Hall in Downtown Franklin?

What type of supporting uses do you envision on this block in addition to City Hall?

What type of Architecture would you like to see?

MEETING

virtual slide presentation
April 6, 2021
23 attendees

Feedback & Takeaways:

- Consider COVID impacts on future office design
- Provide community meeting space
- In favor of a museum component and/or monument to tell the story of Franklin
- Maintain transit stop somewhere on the site
- Maintain access to public restrooms
- Provide an outdoor gathering space on the Square with a Civic presence
- Provide more free public parking
- Incorporate a visitor center
- Favor visitor and community engagement opportunities over retail as a supporting use
- Potential satellite presence of community non-profits or other businesses
- Provide plenty of daylight for the employees
- One cohesive building that melds traditional and modern design that appropriately responds to the physical context of downtown Franklin

"Need more community meeting space on the interior and exterior of the building"

CITY EMPLOYEE LARGE FAMILY ROOM CHATS

The Design Team hosted two meetings with the City Employees to gain insight into what the City staff sees as a priority in the design of the new City Hall. The Design Team shared a presentation of case study imagery related to the topics of functionality, customer interface, health and wellness, security and accessibility, amenity spaces, parking, and other potential supporting uses to incorporate into the Master Plan. The following questions were posed during the presentation in order to facilitate feedback from the attendees:

What is important to you in creating a functional workspace?

What types of meeting spaces do you think would enhance collaboration and functionality?

In your opinion, what would be most beneficial in improving customer interface?

What types of features are most important to you to promote health and wellness in the workplace?

What types of indoor and outdoor amenities would you like to see incorporated into City Hall for employee use?

The City plans to retain the 2nd Avenue Parking garage. Should additional parking be incorporated as part of the future City Hall?

What supporting uses or public amenities would you like to see incorporated on the City block?

DESIGN PROFESSIONALS & DEVELOPERS

The Design Team attended the Franklin Design Professionals and Developers Group monthly meeting to gain insight into what the design and development community may want to see incorporated into the Master Plan. The Design Team shared a presentation of case study imagery related to the topics of the role of a City Hall in the Community, historical and site context, city operations, community amenities, supporting uses, and architectural style. The following questions were posed during the presentation in order to facilitate feedback from the attendees:

Why does Franklin need a new City Hall?

What role should a City Hall play in the community?

What is most important to you when considering the development of a City Hall in Downtown Franklin?

What type of supporting uses do you envision on this block in addition to City Hall?

What type of Architecture would you like to see?

MEETING **#01**

virtual slide presentation
April 20, 2021
106 attendees

Feedback & Takeaways:

- Provide daylight and views
- Provide a variety of workspaces that allows choice in where employees can do their work
- In favor of Cameron Industrial Office Interior (Case Study provided by design team)
- Concerned about noise in open office environment
- Provide bike storage
- More modern branding but with historic appeal
- Provide sub-grade parking for employees
- If staff parks in 2nd Avenue garage, consider a bridge connector to the garage
- Parking garage should allow ample space for larger vehicles to turn and park
- Provide convenient short term parking for customers
- Consider assigned parking spaces
- Consider a brick memorial wall instead of the brick pavers (tripping hazard)
- Incorporate an employee celebration wall on the interior

“Provide daylight and views for City Employees”

MEETING **#02**

virtual slide presentation
April 21, 2021
12 attendees

Feedback & Takeaways:

- Provide community meeting space
- Court Room should be shared with other uses (not frequent enough)
- Incorporate a water feature
- Consider COVID implication in the office design - improved air quality
- Provide small meeting spaces for a virtual meeting separate from open office space
- More space and focus on customer interface. Provide spaces for a private conversation with customers adjacent to service counter
- Provide a welcoming main entrance with a greeter that is warm and welcoming
- Provide comfortable and appealing furniture
- Make security a priority in the design without sacrificing the inviting feel to the building
- Consider a museum component that tells the story of Franklin

“Provide additional parking for the public and dedicated parking for staff. Sub-grade parking is preferred”

MEETING

virtual slide presentation
May 05, 2021
42 attendees

Feedback & Takeaways:

- Consider a plaza space on the Square for public gathering and festivals
- Provide transparency into the building interior
- Provide rooftop gathering spaces and park spaces
- City Hall should be a welcoming environment for staff, citizens, and tourists
- Consider a visitor information center
- Consider a museum component that tells the story of Franklin
- Provide additional parking
- Provide flexibility in the Board Room with vestibules to control sound travel from the Lobby
- Important to break up the massing along Third Avenue since it is such a long facade
- Provide touchdown space and parking for visiting City staff that do not work in City Hall
- Provide exercise facilities with natural light and views
- Consider sub-grade dedicated parking for City employees
- Incorporate arched entries reminiscent of the Livery stables
- Consider food or coffee options for the public and staff
- In favor of the entrance on the Square or on the corner of the Square and Third Avenue
- In favor of public art inside or outside the building
- Focus on the design of the pedestrian corridor from Second Avenue parking garage between 231 Public Square and City Hall
- Align front wall with the Courthouse front wall
- Provide a storm shelter for public and employees
- In favor of Daxton Hotel and Montclair, NJ case studies

“Provide a plaza on the Square for community gatherings and support for festivals and events”

GENERAL PUBLIC

The Design Team hosted a large virtual family room chat for the general public to gain insight into what the community at large may want to see incorporated into the Master Plan. The Design Team shared a presentation of case study imagery related to the topics of the role of a City Hall in the Community, historical and site context, city operations, community amenities, supporting uses, and architectural style. The following questions were posed during the presentation in order to facilitate feedback from the attendees:

Why does Franklin need a new City Hall?

What role should a City Hall play in the community?

What is most important to you when considering the development of a City Hall in Downtown Franklin?

What type of supporting uses do you envision on this block in addition to City Hall?

What type of Architecture would you like to see?

MEETING

virtual slide presentation

May 13, 2021

22 attendees

Feedback & Takeaways:

- Provide community meeting space with a variety of sizes, flexibility in hours of use, and refreshment options
- Provide a welcoming, comfortable waiting area with good flow from the Board Room
- Provide transparency and openness to the main Lobby
- Provide a plaza space that does not interrupt the geometry of the Square
- Consider incorporating a water feature that is reminiscent of the historical watering trough
- Provide a community meeting space for 50-100 people with modern technology
- Public restrooms easily accessible to the Square
- Concern with non-profit dedicated space, amenities should be for the whole community
- Provide a small, quiet courtyard close to the Square for respite
- Incorporate arched entries reminiscent of the livery stable arches
- Commercial and retail uses are not appropriate for City Hall
- In support of public art, maybe a mural
- Consider incorporation of a visitor center
- Like the idea of a “front porch” area to relate to residential character
- Mt Pleasant City Hall case study is too modern
- Favor Montclair, NJ case study

“Consider a Visitor Center with museum component that tells the story of Franklin”

BOARD OF MAYOR AND ALDERMAN WORK SESSION

The Design Team attended a regularly scheduled BOMA Worksession in May 2021 to gain insight into what the Board of Mayor and Aldermen may want to see incorporated into the Master Plan. The Design Team shared a presentation of case study imagery related to the topics of the role of a City Hall in the Community, historical and site context, city operations, community amenities, supporting uses, and architectural style. The following questions were posed during the presentation in order to facilitate feedback from the attendees:

Why does Franklin need a new City Hall?

What is most important to you when considering the development of a City Hall in Downtown Franklin?

What type of Architecture would you like to see?

What role should a City Hall play in the community?

What is most important to you in creating a functional workspace?

In your opinion, what would be most beneficial in improving customer interface?

What type of supporting uses do you envision on this block in addition to City Hall?

MEETING

in person

May 25, 2021

Agenda Item #13

Feedback & Takeaways:

- Maintain access to public restrooms
- In favor of a entry plaza
- Do not duplicate services - partner with existing visitor center
- Beverage sale or retail competes with other local businesses
- Maximize efficiency in the design of the office spaces
- Building needs to accommodate staff, visitors, and the citizens
- Consider growth of Franklin and growth needs of City staff in planning
- Consider impact of remote working on square footage needs
- Consider a statue of Benjamin Franklin - the town’s namesake
- Consider a monumental stair in the Lobby - important in way-finding for visitors
- Provide Lobby space for gathering but not too vast with wasted space
- Implement modern, timeless design
- Incorporate flexible meetings spaces with movable partitions
- Convenience and accessibility for citizens should not suffer due to security measures
- Support for museum component
- Start with programmatic needs of City Hall before incorporating supporting uses and amenities
- Concerns expressed regarding water table and sub-grade parking
- Incorporate habitable green roof space
- Incorporate warm and inviting interior design
- Entry could be on the corner of Third Avenue and the Square rather than facing the Square

“Balance security with a welcoming City Hall”

MUNICIPAL PLANNING COMMISSION BOMA/ FMPC JOINT CONCEPTUAL WORKSHOP

The Design Team attended a regularly scheduled BOMA/FMPC Joint Conceptual Workshop in May 2021 to gain insight into what the Board of Mayor and Aldermen may want to see incorporated into the Master Plan. The Design Team shared a presentation of case study imagery related to the topics of the role of a City Hall in the Community, historical and site context, city operations, community amenities, supporting uses, and architectural style. The following questions were posed during the presentation in order to facilitate feedback from the attendees:

Why does Franklin need a new City Hall?

What is most important to you when considering the development of a City Hall in Downtown Franklin?

What type of Architecture would you like to see?

What role should a City Hall play in the community?

What is most important to you in creating a functional workspace?

In your opinion, what would be most beneficial in improving customer interface?

What type of supporting uses do you envision on this block in addition to City Hall?

MEETING

in person

May 27, 2021

Agenda Item #2

Feedback & Takeaways:

- Architecture is not too overwhelming
- Entrance on the Square with room for a stage /plaza
- Architecture is not contemporary - needs to look timeless
- Scale of plaza needs to be appropriate for downtown Franklin
- Balance security with a welcoming City Hall
- Repair the geometry of the Square
- Break down scale of the building along Third Avenue as it approaches the residential neighborhood
- Looks historic on the exterior, but modern on the interior
- Prefer Classical architecture for Civic buildings
- Building should be designed to function for the City staff
- Building speaks to the identity of Franklin
- Look at Orlando City Hall as an example
- Look for ways to activate a museum component - local artists, educational displays, basic information, focus on Franklin’s agriculture
- Look at old plans that proposed a Public-Private partnership
- Building should be designed from the inside out - focus on the needs of City staff
- Building should be flexible to evolve over time, design trends change
- Consider implementing a work from home policy to reduce square footage demands
- The historical display needs to be done in a tasteful way that is respectful to all of Franklin’s diverse community. All should feel comfortable when visiting the exhibits.

“Incorporate public art on the interior and exterior”

COMMUNITY ENGAGEMENT REPORT

COMMUNITY SURVEY RESULTS

Community Engagement Round 01 - Establishing the Vision

The community survey was launched on April 19, 2021 and was made available online through the end of May, 2021. It was hosted on the project's website and gathered over 650 responses. The survey consisted of 12 questions, aimed at understanding the community's perspective on the future use, purpose and design of the new City Hall building. The majority of respondents were residents between the ages of 35 and 54. The following provides a summary on the responses.

BY THE NUMBERS

650+ RESPONSES · **12** QUESTIONS · **74%** COMPLETION RATE · **06** WEEKS

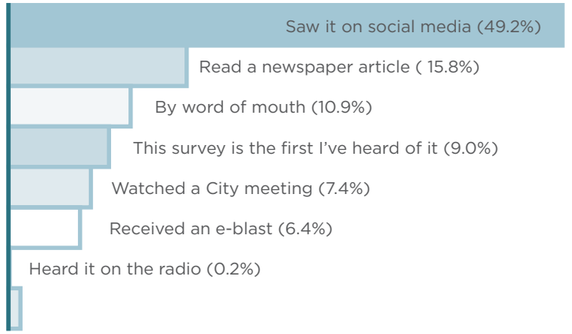


City Hall Service Counter, Mt Pleasant SC

1

Q. *How did you find out about the City's initiative to envision a new City Hall on the Public Square?*

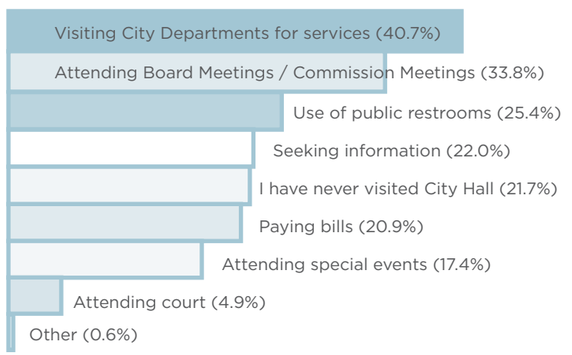
The majority of respondents found out about this initiative through social media, with a large number of people also finding out through the newspaper and word of mouth. This question helps inform the project team of the most effective method to spread the word about the project.



2

Q. *What is the typical nature of your visit to City Hall? Please check all that apply.*

Most respondents visit City Hall for services with City Departments and to attend board or commission meetings.



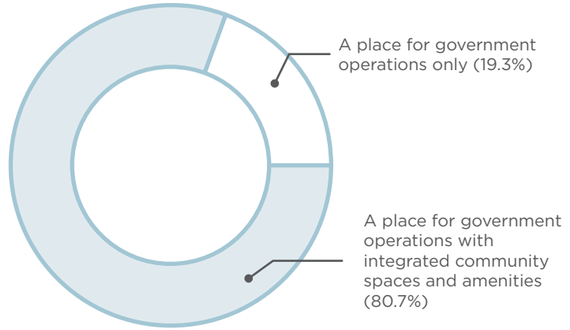


Boston City Hall Plaza

3

Q. *When thinking about the future City Hall, what do you think the purpose of the City Hall should be?*

The vast majority of respondents felt that the future City Hall should function as a place for government operations with integrated community spaces and amenities.

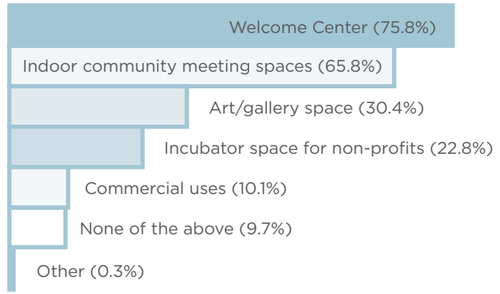



Flexible Community Meeting Space

4

Q. *Would you like to see any of the following community indoor spaces and uses as part of the future City Hall? Please check up to three.*

A 'welcome center that may include general information and the history of Franklin' received the largest response. At just over 65%, many respondents also felt that indoor community meeting spaces should be included in the future City Hall.




Outdoor Historic Memorial and Seating

5

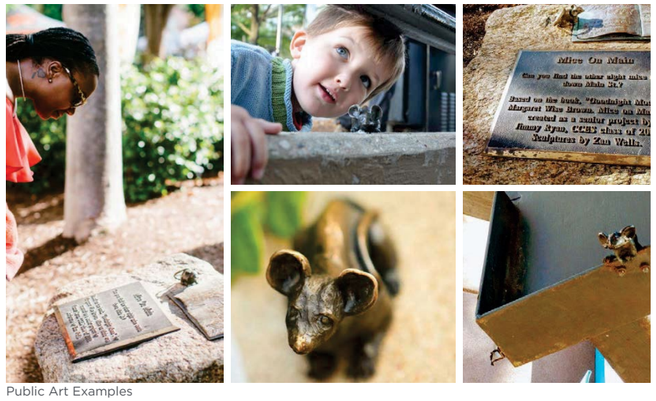
Q. *Which outdoor spaces and amenities are you interested in seeing as part of the future City Hall? Please rank the following in order of importance from 1 to 8, where 1 is most important to you and 8 is least important to you*

The highest ranked feature by respondents was a historic marker/ memorial, followed by outdoor seating and furnishings.

#1 Historic marker/memorial
#2 Outdoor seating and furnishings
#3 Plaza
#4 Pocket park
#5 Public park
#6 Public art
#7 Water feature
#8 Performance area
#9 Play space designed for children

COMMUNITY ENGAGEMENT REPORT

COMMUNITY SURVEY RESULTS



Public Art Examples

6

Q. *If you are in favor of Public Art being integrated into the master plan, what type of art would you like to see? Please rank the following in order of importance from 1 to 4, where 1 is most important to you and 4 is least important to you.*

Similar to question 5, question 6 asked participants to rank their interest in public art type. The top ranked response was local artists.

#1 Local artists

#2 Historical/Cultural

#3 Rotating exhibits

#4 Interactive

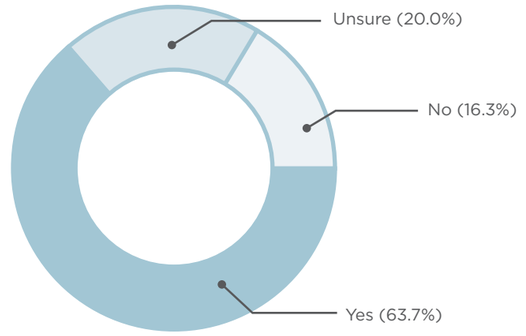


Sub-Grade Parking

7

Q. *The City plans to retain the existing 2nd Avenue parking garage on the site. Should additional public parking be incorporated as part of the future City Hall?*

The majority of respondents felt that additional public parking should be incorporated in the plans for the City Hall.



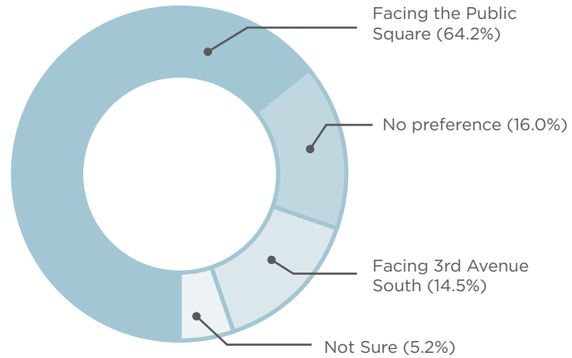


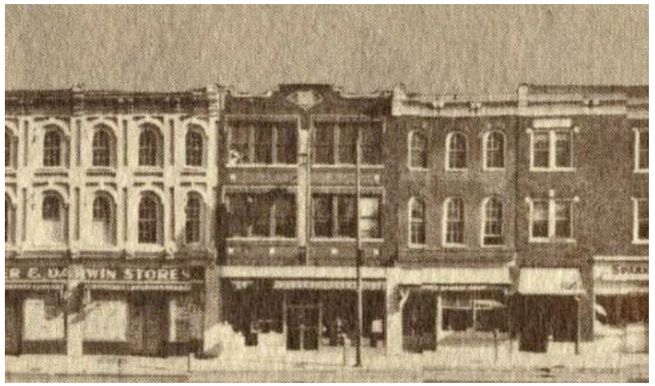
Entrance from Square - Original Franklin City Offices

8

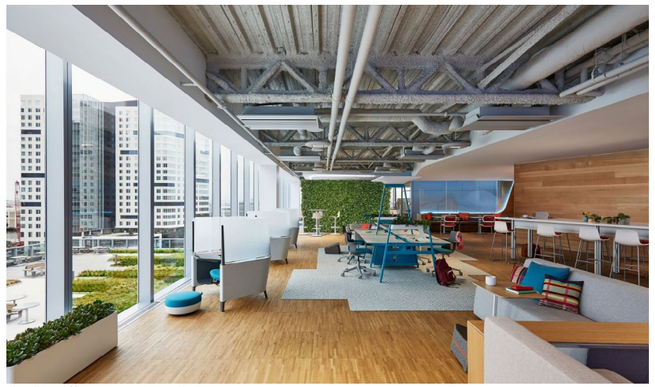
Q. *When you think about a prominent main entrance to the future City Hall, where do you envision it should be located?*

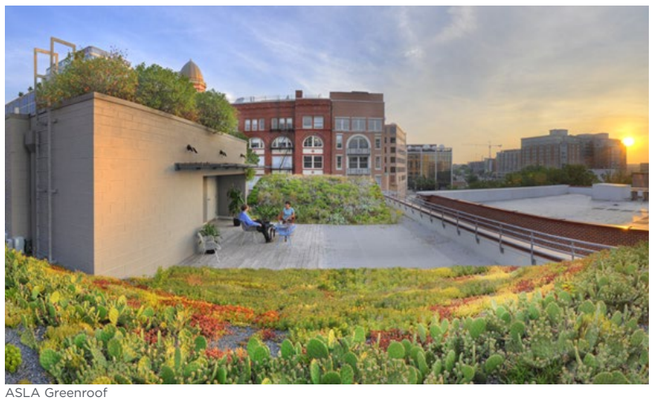
The majority of respondents felt that prominent main entrance should be located facing the Public Square.





Franklin Downtown Historic Elevation


Flexible Office Space & Break-Out Spaces


ASLA Greenroof

9

Q. *When you think about the future building for City Hall, please describe in your words what you envision in terms of architecture and design.*

This question was open-ended and received over 530 responses. A large majority of the responses included historic design, similar to existing architectural styles of Downtown. It should compliment and blend seamlessly with the existing structures Downtown/Main Street. A number of respondents also felt that the design should be classic, but modern with clean, simple lines.

"A place that seamlessly blends into the historic look and feel of downtown."

"Something modern that has hints of classic/ historical design elements."

"Fitting with the design of the surrounding historic structures but with some timeless modern elements."

10

Q. *When thinking about the future City Hall, is there anything else you would like to be considered?*

Similar to question 9, this question was open-ended and received over 340 responses. Many respondents stated that the future City Hall should include flexible spaces that allow the City to adapt to future growth and changes. Many said the building should be welcoming and reflect the character of Franklin. The plans should include outdoor open space and space for parking.

"MUST be developed with the future in mind. Should be able to expand with growth over the long term."

"It has to be open, welcoming, user-friendly."

"rooftop, open space, activation of street"

Key Takeaways:

The responses to the survey show that Franklin residents and stakeholders feel the future City Hall should:

- Function as a place for government operations with integrated community spaces and amenities
- Include indoor amenities such as a welcome center and community meeting spaces
- Include outdoor spaces and amenities such as a historic marker/memorial as well as outdoor seating and furnishings
- Incorporate additional parking and local artwork/artists
- Include an entrance facing the Public Square
- Reflect existing historic architecture in Downtown
- Be flexible in design and have the ability to adapt to future growth

COMMUNITY ENGAGEMENT REPORT

EMPLOYEE SURVEY RESULTS

Public Engagement Round 01 - Establishing the Vision

The employee survey was hosted on the project's website and gathered over 110 responses. The survey consisted of 15 questions, aimed at understanding Franklin employee's perspective on the future use, purpose and design of the new City Hall building. The majority of respondents work in City Hall (pre-Covid). The following provides a summary on the responses.

BY THE NUMBERS

110+ RESPONSES · **15** QUESTIONS · **42%** COMPLETION RATE · **06** WEEKS

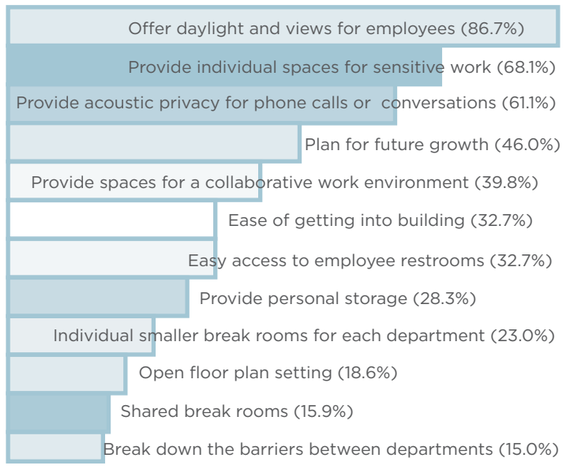


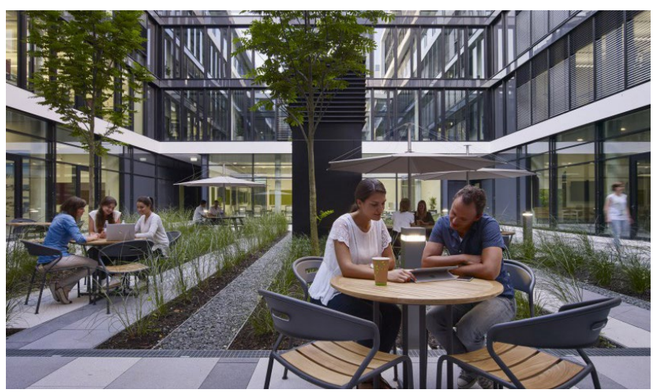
Natural Light

1

Q. *What is the most important to you in creating a functional workspace? Select up to the 5 most important to you.*

The majority of respondents favored daylight and views for employees, individual spaces for sensitive work, acoustic privacy for phone calls or conversations, planning for future growth, and collaborative work spaces.



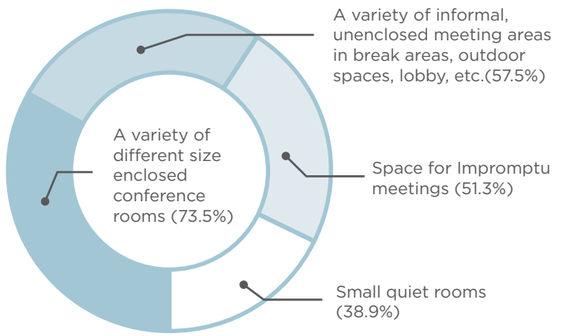


Indoor-Outdoor Meeting Spaces

2

Q. *What types of meeting spaces do you think would enhance collaboration and functionality? Please select all that apply.*

Most respondents felt that a variety of different size enclosed conference rooms and a variety of informal, unenclosed meeting areas in break areas, outdoor spaces, lobby, etc. would enhance collaboration and functionality.





City Hall Lobby Buda, TX



Fitness Space

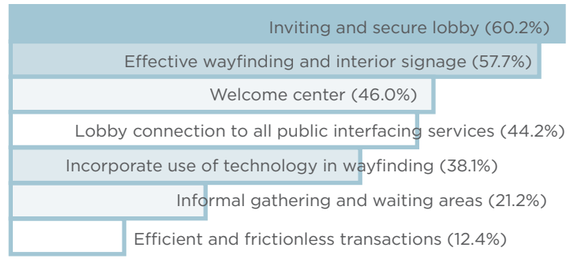


Break Room

3

Q. *In your opinion, what would be most beneficial in improving customer interface. Please check up to three*

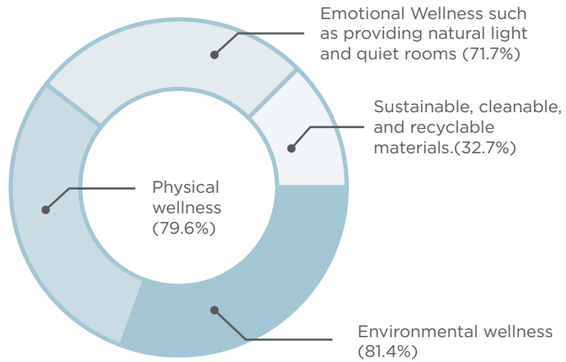
The slight majority felt that an inviting and secure lobby would improve this interface. Many also felt that effective wayfinding and interior signage would also improve it.



4

Q. *What type of features are most important to you to promote health and wellness in the workplace? Select all that apply. .*

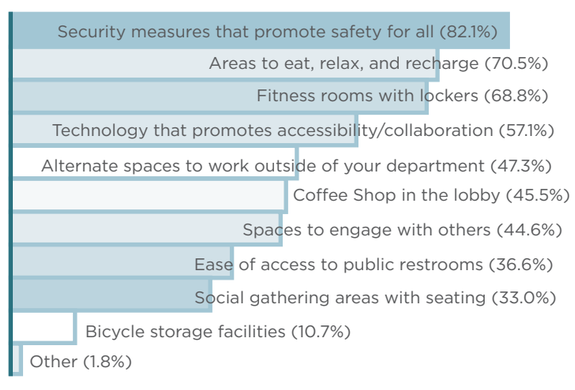
Environmental and physical wellness were most important to employees.



5

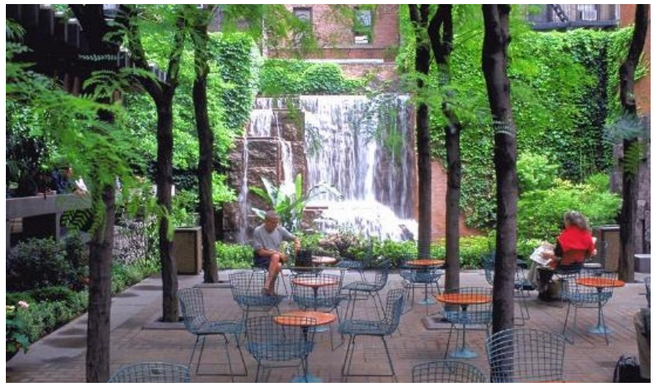
Q. *What types of indoor amenities would you like to see incorporated into City Hall? Select all that apply.*

Many respondents felt that security measures, areas to eat, relax, and recharge, and fitness rooms with lockers should be incorporated into the new City Hall.



COMMUNITY ENGAGEMENT REPORT

EMPLOYEE SURVEY RESULTS



Greenacre Pocket Park, NYC



Green Roof



Employee Parking

6

Q. *Which outdoor spaces and amenities are you interested in seeing as part of the future City Hall for the public? Please rank the following in order of importance from 1 to 8 where 1 is most important to you and 8 is least important to you.*

The top ranked responses were outdoor seating and furnishings, followed by plaza and pocket park.

#1 **Outdoor seating and furnishings**

#2 **Plaza**

#3 **Pocket park**

#4 **Historic marker/memorial**

#5 **Water feature**

#6 **Public art**

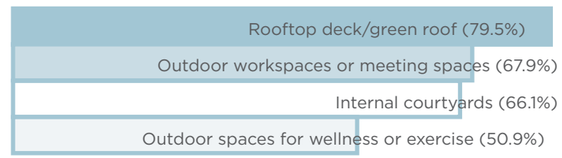
#7 **Performance area**

#8 **Play space designed for children**

7

Q. *Which outdoor spaces and amenities are you interested in seeing as part of the future City Hall for the employees? Please check all that apply.*

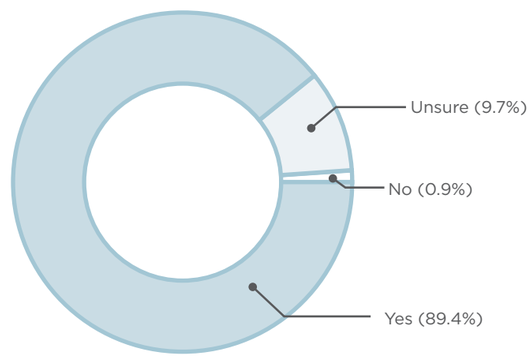
The majority of respondents are interested in seeing a rooftop deck/ green roof as part of the future City Hall.



8

Q. *The City plans to retain the existing 2nd Avenue parking garage on the site. Should additional employee parking be incorporated as part of the future City Hall?*

The vast majority of respondents felt additional employee parking should be incorporated.

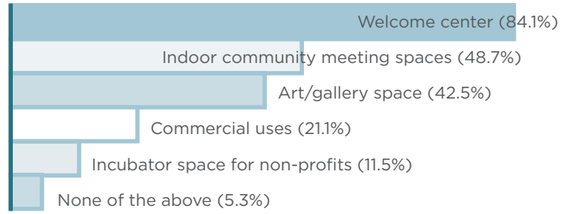



Welcome Center

9

Q. *Would you like to see any of the following community indoor spaces and uses as part of the future City Hall? Please check up to three.*

The large majority of respondents would like to see a welcome center as part of the the future City Hall.



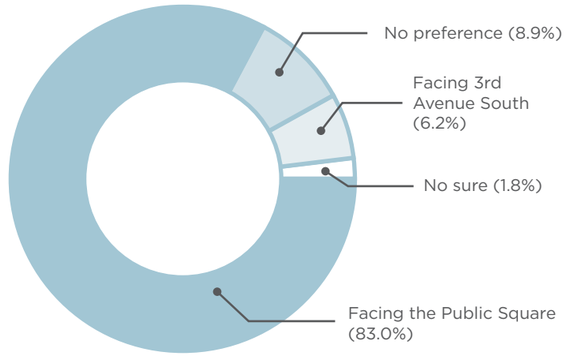


Orlando City Hall

10

Q. *When you think about a prominent main entrance to the future City Hall, where do you envision it should be located?*

The large majority of employees who responded felt that the main entrance should face the Public Square.



11

Q. *What do you like about the existing City Hall that you would want carried over to the new City Hall?*

Many respondents felt that there were only few features that they would want carried over to the new City Hall. The entrance, location, and parking availability were all features that respondents liked.

"Nothing except location/garage."

"The people!"

"I love the location and working in downtown Franklin."

"Employee only entrances directly into departments."

COMMUNITY ENGAGEMENT REPORT

EMPLOYEE SURVEY RESULTS



Existing Franklin City Hall


231 Public Square Building, Franklin TN


Employee Parking

12

Q. *What do you dislike about the existing City Hall that you would not want carried over?*

A large number of respondents felt that the lack of natural light and windows is the largest issue with the existing City Hall. Many also felt that the layout is confusing.

"Lack of windows, fresh air, and alternate work areas."

"Old small work stations"

"Confusing layout and lack of space"

13

Q. *When you think about the future building for City Hall, please describe in your words what you envision in terms of architecture and design*

A large number of respondents stated they envisioned something that was modern, while fitting in with the rest of the Downtown and is historically appropriate.

"A design that complements the historical characteristics of the surrounding area."

"Fits the square architecturally but incorporates modern amenities."

14

Q. *When thinking about the future City Hall, is there anything else you would like to be considered?*

While the responses were varied and the question received a lower response rate, many indicated that they would like to see dedicated employee parking, spaces that are welcoming and allow for both collaboration and privacy.

"Private parking for city employees"

".... welcoming and inviting destination that is a source of pride for the community."

"Each department has different needs to take into consideration."

Key Takeaways:

The responses to the survey show that Franklin employees feel the future City Hall should:

- Offer daylight and views for employees
- Include a variety of different size enclosed conference rooms
- Include an inviting and secure lobby to improve the customer interface
- Promote environmental and physical wellness
- Incorporate security measures that promote safety for all
- Include outdoor seating and furnishings, and a rooftop deck/green roof
- Incorporate additional employee parking
- Include a welcome center
- Face the Public Square
- Be designed in a way that reflects the existing architecture of downtown
- Be welcoming, modern, while acknowledging the historic architectural style
- Carry over the current entrance and building location, and parking availability in the future City Hall
- Address the current layout and natural light issues of the existing City Hall building



What else should we consider?

Visit the website at *https://complete-the-square.com/* for more information about the public engagement process.

Thank you for offering your valuable input.

FRANKLIN TENNESSEE
NEW CITY HALL FACILITY
DNA & CITY STAKEHOLDERS 06 APRIL 2021

PROJECT FRAMEWORK

ZONING

CENTRAL FRANKLIN OVERLAY DISTRICT

Purpose:

- Recognize that the oldest parts of the City have unique qualities
- Ensure context-responsive infill development in areas where the existing development is established and expected to remain, pursuant to Envision Franklin

Materials:

- Primary materials on a facade in the CFO shall be brick, natural stone, or other materials compatible with surrounding buildings expected to remain, pursuant to Envisions Franklin

Facade Standards:

- Development in the CFO that is located either adjacent to a designated national or local historic district or located within 600 feet of a designated historic landmark building, shall be designed to be complementary with such historic district or building color, exterior materials, and detailing, such as the height of horizontal elements, alignment and proportion of windows and doors, roof pitch and form, and solid-to-void ratio.



DOWNTOWN DISTRICT

Purpose:

- The DD district is intended to provide for a vibrant downtown core with a variety of pedestrian-scale commercial, civic, and residential uses. New development must adhere to traditional development patterns.

Permitted Frontage Types:

- Yard Front
- Urban Frontage

Building Setbacks:

- No closer than the smallest setback and no further than the largest setback of historic structures on the same block face.
- Front yard: if the block face does not have a structure, then the opposite block face shall set the range above.



HISTORIC PRESERVATION OVERLAY DISTRICT

Purpose:

- Preserve and protect historic or architecturally worthy buildings, structures, sites, landmarks, monuments, streetscapes, landscapes, cemeteries, walls, squares, neighborhoods, and archaeological sites, and
- Safeguard the character of the district as a whole and individual property therein that embody important elements of its social, economic, cultural, political or architectural history.



ENVISION FRANKLIN MAIN STREET DESIGN CONCEPT

Purpose:

- Articulates the long-term vision of the kind of places that Franklin's residents, businesses, and institutions want for their future.
- Encompasses the historic heart of Downtown Franklin, which has unique qualities that capitalize on the history of the area and the diversity of land uses.

Objectives:

- Create exceptional places for people through design
- Direct higher intensity and taller buildings toward I-65
- Preserve established historic character
- Strategically locate neighborhood



PROJECT FRAMEWORK

HISTORIC PRESERVATION OVERLAY DISTRICT

The Downtown Franklin Historic District is composed of sixteen blocks of residential and commercial properties in the oldest section of the town. Within the district are Franklin's oldest residential and commercial buildings, including the Public Square and Courthouse. The majority of the structures were built in the 19th century. The many styles of architecture exhibited in both public buildings and private residences in the Downtown Franklin Historic District compose one of the finest concentrations of such buildings in Tennessee and illustrate the continued evolution of Franklin as the governmental and commercial center of Williamson County. The Downtown Franklin Local Historic District is listed in the National Register of Historic Places and will be home to the new Franklin City Hall.

*This summary of the Historic District Design Guidelines is not comprehensive, but shown for illustrative purposes. All Historic & Zoning requirements will be implemented in the final design of Franklin City Hall.

DESIGN GOALS & POLICIES

MAINTAIN & PRESERVE HISTORIC BUILDINGS



USE TRADITIONAL DESIGN & MATERIALS FOR NEW BUILDINGS



MAINTAIN THE COMMERCIAL CHARACTER OF THE AREA



DESIGN BUILDINGS & LANDSCAPE THAT SUPPORT EXISTING CHARACTER



MAINTAIN TRADITIONAL LOT PLACEMENT & RELATIONSHIP BETWEEN NEIGHBORING BUILDINGS



GUIDELINES



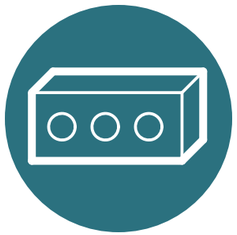
ARCHITECTURAL FEATURES

- Historically relevant features
- Look to buildings of similar age, size, and scale
- Simple entrances with historic detailing



NEW BUILDINGS

- Make new buildings compatible with adjacent buildings
- Construct new buildings that are clearly of their own period
- Reinforce vertical divisions in long facades



MATERIALS

- Use masonry materials which are compatible in size, profile, and detailing
- Colors that compliment dominant existing colors



LANDSCAPING

- Maintain character-defining topography & landscape features
- Preserve historic connections
- Follow historic patterns of alignment for new walkways
- Consider historic trees



STREETSCAPE

- Provide landscape to compliment buildings
- Sidewalk and street improvements to enhance character
- Maintain sidewalks & lighting



LIGHTING

- Retain historic light fixtures
- Refrain from obstructing historic features



PARKING

- Provide screening for parking lots
- Follow requirements for parking as set forth in the Zoning Ordinance



ROOFS

- Retain historic roof shapes and roof-related features
- Install modern roof elements so they are not visible from the street
- Flat roofs are a hallmark of historic commercial buildings



SIGNAGE

- All new signs are required to follow the Zoning Ordinance
- Signage to be traditional in location and appearance as well as minimal in number



UTILITIES

- To be placed along rear elevations and out of view from the main street
- Screen through landscaping or fencing

PROJECT FRAMEWORK

BUILDING PROGRAM

METHODOLOGY

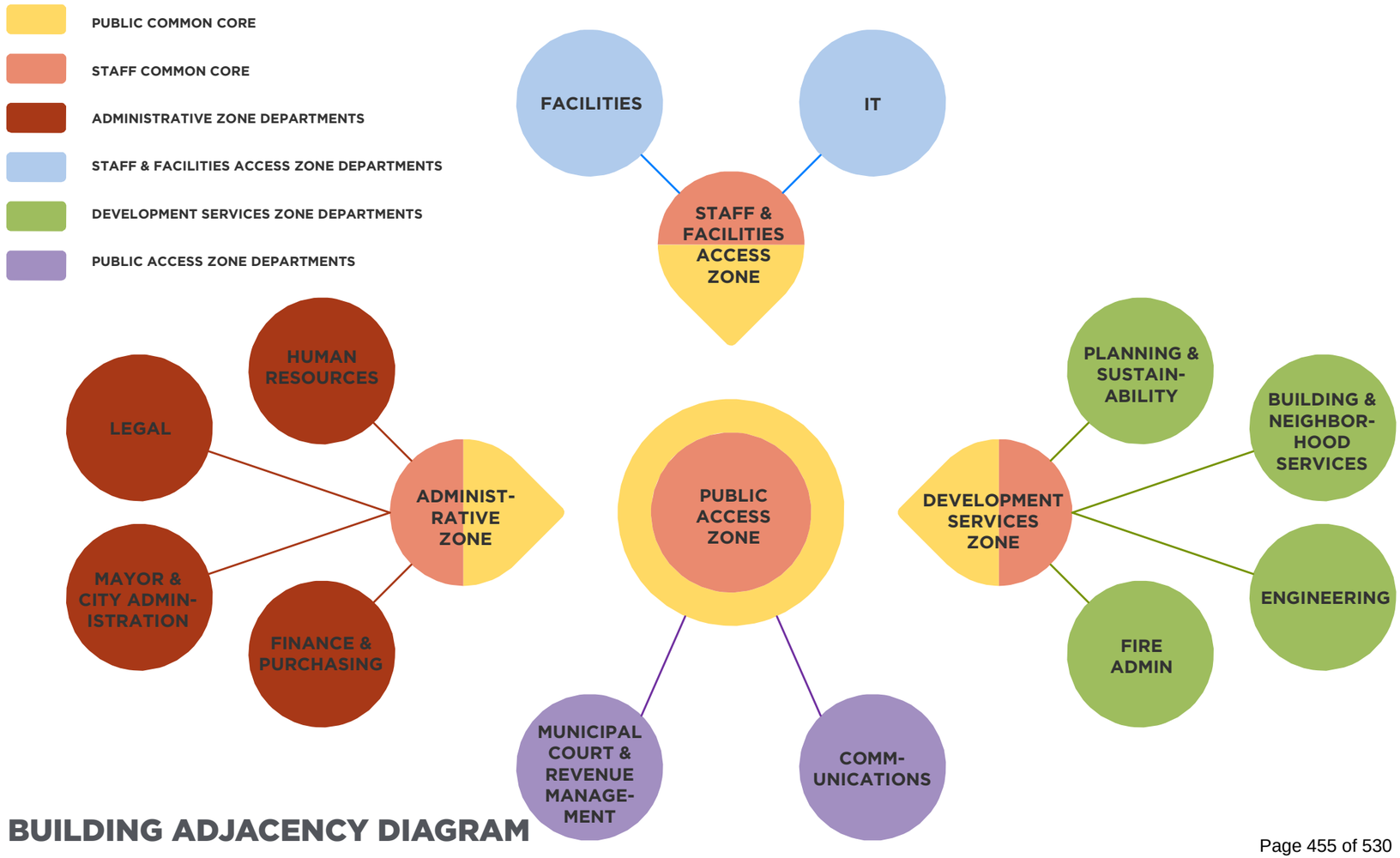
The design team began the development of the program for the new City Hall by reviewing the Space Needs Assessment that was commissioned by the City separately with a prior consultant in 2019-2020. The design team reviewed the questionnaires, the staffing projections for the 2030 and 2040 future milestones, and the space needs standards established in the Space Needs Assessment The information provided was then verified by conducting interviews with each department. The Design Team compiled a packet for each department summarizing the observations and items needing clarification from the Space Needs Assessment along with a list of more detailed questions to gain further insight into the specific programmatic needs of each department. After the interviews were completed, the design team visited the existing City Hall building to gain further insight into the way the City works and to verify items needing clarification from the interviews. Through all of the information gathered during the interviews and a visit to the existing City Hall facility, the design team created internal and external adjacency diagrams of each department to show the adjacencies between departments and the adjacencies of spaces within the departments. The interview packets along with the adjacency diagrams were returned to the City for review, comment, and further confirmation prior to updating the building program.

The design team also prepared a series of topic based Case Study Presentations to help illustrate design strategies that the design team would recommend for incorporation into the design of City Hall. The design team presented the following topic based presentations:

- City Hall Case Studies
- Corporate Office Case Studies
- Site Design Case Studies
- Building in a Historic Context
- Systems Case Study

After the presentations, the City scheduled internal discussion with staff to get feedback on the design concepts shown in the presentations. This feedback from the City staff helped the Design Team further develop the program and design strategies appropriate for the new City Hall. The design team also planned to visit local Corporate Office facilities and furniture vendor showrooms with the City representatives to help demonstrate some of the design strategies recommended in the new design.

The information gathered during the interviews and the feedback on the Case Study presentations informed the development of revised space standards, building on those established in the previous Space Needs Assessment. The recommended Space Standards and their associated programmatic requirements are included in this section. Standards for typical office spaces such as private offices, workstations, conference rooms, work areas, break areas, and storage closets have been established to serve as building blocks within the design. The use of standard spaces maximizes the potential flexibility as the building evolves over time and the City grows beyond the 2040 projection for which the building is currently being designed. The program and space standards will evolve as the design continues to develop. The Design Team will continue to update the building program at established design phase milestones.



BUILDING ADJACENCY DIAGRAM

03 THIRD FLOOR

ADMINISTRATIVE ZONE PUBLIC COMMON CORE
- RECEPTION / WAITING
- CONFERENCE ROOMS
- HUDDLE ROOMS
- PUBLIC RESTROOMS

ADMINISTRATIVE ZONE STAFF COMMON CORE
- CONFERENCE ROOMS
- COPY / WORK ROOM
- PHONE ROOMS
- HUDDLE ROOMS
- STAFF RESTROOMS
- BREAK ROOM AMENITY

MAYOR & CITY ADMINISTRATION
- ADMINISTRATION OFFICES
- MAYOR'S OFFICE
- COMMUNICATION MANAGEMENT OFFICES

FINANCE & PURCHASING
- FINANCE OFFICES
- SECURE FINANCE STORAGE
- PURCHASING OFFICES
- SECURE PURCHASING STORAGE

HUMAN RESOURCES
- HUMAN RESOURCES OFFICES
- SECURE HUMAN RESOURCES STORAGE
- HEALTH CLINIC

LEGAL
- LEGAL OFFICES
- SECURE LEGAL STORAGE

POTENTIAL GREEN ROOF

CONTEXTUAL SET BACK

02 SECOND FLOOR

DEVELOPMENT SERVICES ZONE PUBLIC COMMON CORE
- RECEPTION / WAITING
- CONFERENCE ROOMS
- HUDDLE ROOMS
- PUBLIC RESTROOMS
- PUBLIC SERVICE TABLES

DEVELOPMENT SERVICES ZONE PUBLIC COMMON CORE
- CONFERENCE ROOMS
- COPY / WORK ROOM
- PHONE ROOMS
- HUDDLE ROOMS
- STAFF RESTROOMS

ENGINEERING
- DEVELOPMENT OFFICES
- CAPITAL IMPROVEMENT OFFICES
- TRAFFIC OPERATIONS CENTER
- SECURE ENGINEERING STORAGE

BUILDING & NEIGHBORHOOD SERVICES
- BNS OFFICES
- SECURE BNS STORAGE
- PRIVATE TESTING ROOM
- REMOTE TOUCHDOWN

FIRE ADMINISTRATION
- FIRE ADMINISTRATION OFFICES
- SECURE FIRE STORAGE
- SECURE MEDICAL STORAGE
- SECURE LIFE SAFETY STORAGE

PLANNING & SUSTAIN-ABILITY
- PLANNING OFFICES
- SECURE PLANNING STORAGE

CONTEXTUAL SET BACK, POTENTIAL FLEX SPACE OR GREEN ROOF

01 FIRST FLOOR

PUBLIC ACCESS ZONE PUBLIC COMMON CORE
- PUBLIC LOBBY
- BOARDROOM PREFUNCTION
- BOARDROOM
- MULTI-PURPOSE / TRAINING
- PUBLIC RESTROOMS
- WAITING AREAS
- PUBLIC SERVICE COUNTERS
- HUDDLE ROOMS
- COMMUNITY MEETING ROOMS
- POTENTIAL VISITOR/WELCOME CENTER

PUBLIC ACCESS ZONE STAFF COMMON CORE
- CONFERENCE ROOMS
- COPY / WORK ROOM
- PHONE ROOMS
- HUDDLE ROOMS
- STAFF RESTROOMS
- FITNESS AMENITY

MUNICIPAL COURT & REVENUE MANAGEMENT
- JUDGE'S OFFICE
- CLERK & REVENUE SERVICE COUNTERS
- SECURE COURT & REVENUE STORAGE
- REVENUE OFFICES

COMMUN-ICATIONS
- TV PRODUCTION OFFICES
- PRODUCTION STUDIO
- VOCAL BOOTH
- SECURE COMMUNICA-TIONS STORAGE

STAFF & FACILITY ACCESS ZONE COMMON CORE
- VEHICLE BAYS
- VARIOUS SECURE STORAGE
- MUD ROOM
- SECURE ARCHIVE STORAGE
- STORMWATER LAB
- BIKE STORAGE
- COPY / WORK ROOM
- RESTROOMS

INFORMATION TECHNOLOGY (IT)
- IT OFFICES
- IT TRAINING ROOM
- SECURE IT STORAGE

FACILITIES
- FACILITIES OFFICES
- SERVICE LOADING DOCK
- WORK ROOM
- LAUNDRY

00 SUB-GRADE

PARKING GARAGE
- MAXIMIZED PARKING FOR +/- 200 STAFF VEHICLES
- STORMWATER CISTERN
- STAFF EGRESS
- POTENTIAL BUILDING STORAGE
- SERVES AS STORM SHELTER

BUILDING STACKING DIAGRAM

OPPORTUNITIES, CHALLENGES, & GOALS

COMPLETING THE SQUARE WITH A CIVIC PRESENCE

1. Incorporate a plaza to promote citizen interaction and support community functions.

Potential Design Elements:

- Speak to the Historic Context of the Site - Historically, this quadrant of the Square has been a place where the community would gather.
- Name Recognition Wall
- Outdoor Seating/Gathering/Room
- Hardscape/Landscape Treatment
- Water Feature
- Grade Transition
- Transition of Interior to Exterior Space
- Celebratory Entrance
- Public Art

2. Respectfully address the existing County Courthouse's Civic and Historic Presence on the Square.

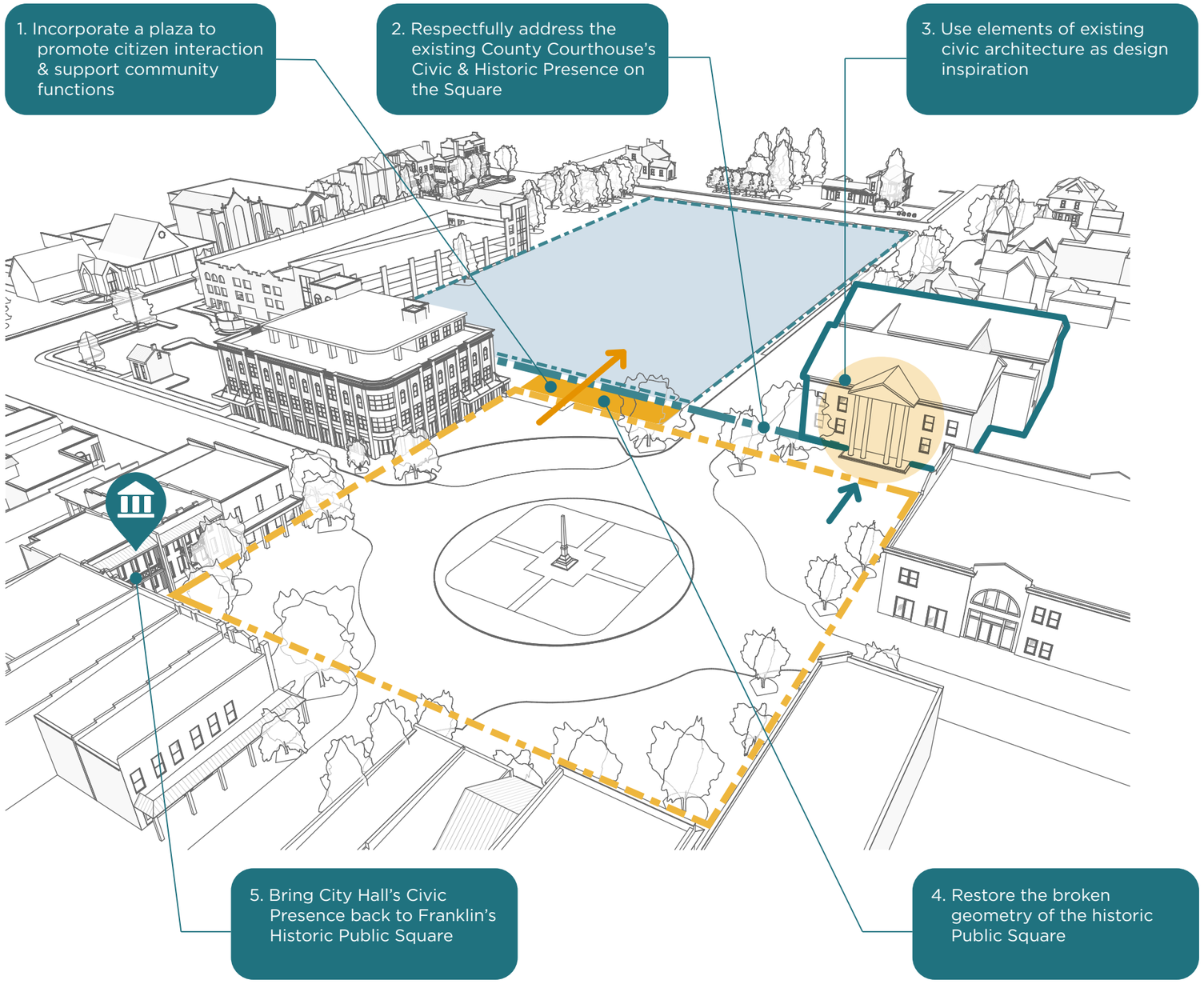
- Align the front wall of the new City Hall building with front wall of the Williamson County Courthouse
- Building height should be between the Courthouse eave and roof ridge.
- Potentially step the building height down at the corner

3. Use Elements of Existing Civic Architecture as design inspiration

- The Courthouse is Greek Revival in style. It's portico has four thirty-foot tall Doric columns made of iron forged at the Caney Fork furnace. City Hall should incorporate elements of Civic architecture such as a colonnade and portico to set the building apart from the Main Street vernacular without competing with the iconic Historic Courthouse.

4. Restore the broken geometry of the Square. Redefine the historic line of the square in relation to the 231 Public Square building and the plaza in front of the Historic Courthouse.

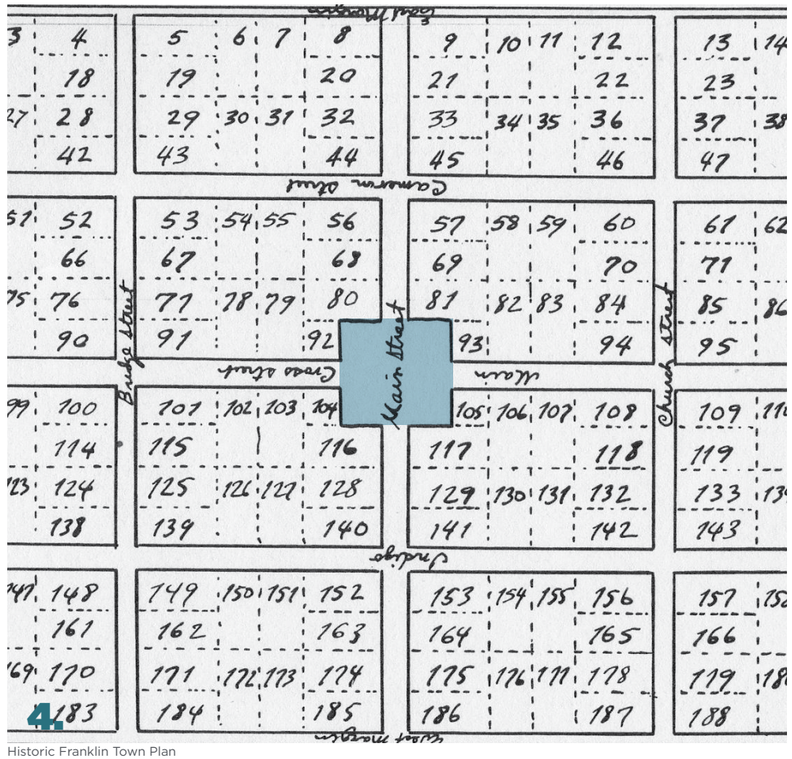
5. Bring City Hall's Civic Presence back to Franklin's Historic Public Square. Historically, City Hall had its entrance on Public Square in the Northeast quadrant. The City Offices sign is still present on the existing building today. It is important to reestablish the entrance to City Hall on the Historic Public Square.





5.
Historic Franklin city offices & fire station


2.
Williamson County Courthouse



4.
Historic Franklin Town Plan


3.
Four Corners of Law, Charleston SC


1.
Boise City Hall

OPPORTUNITIES, CHALLENGES, & GOALS

SENSITIVITY TO THE SURROUNDING CONTEXT

LEGEND:

3 STORY MASSING ZONE

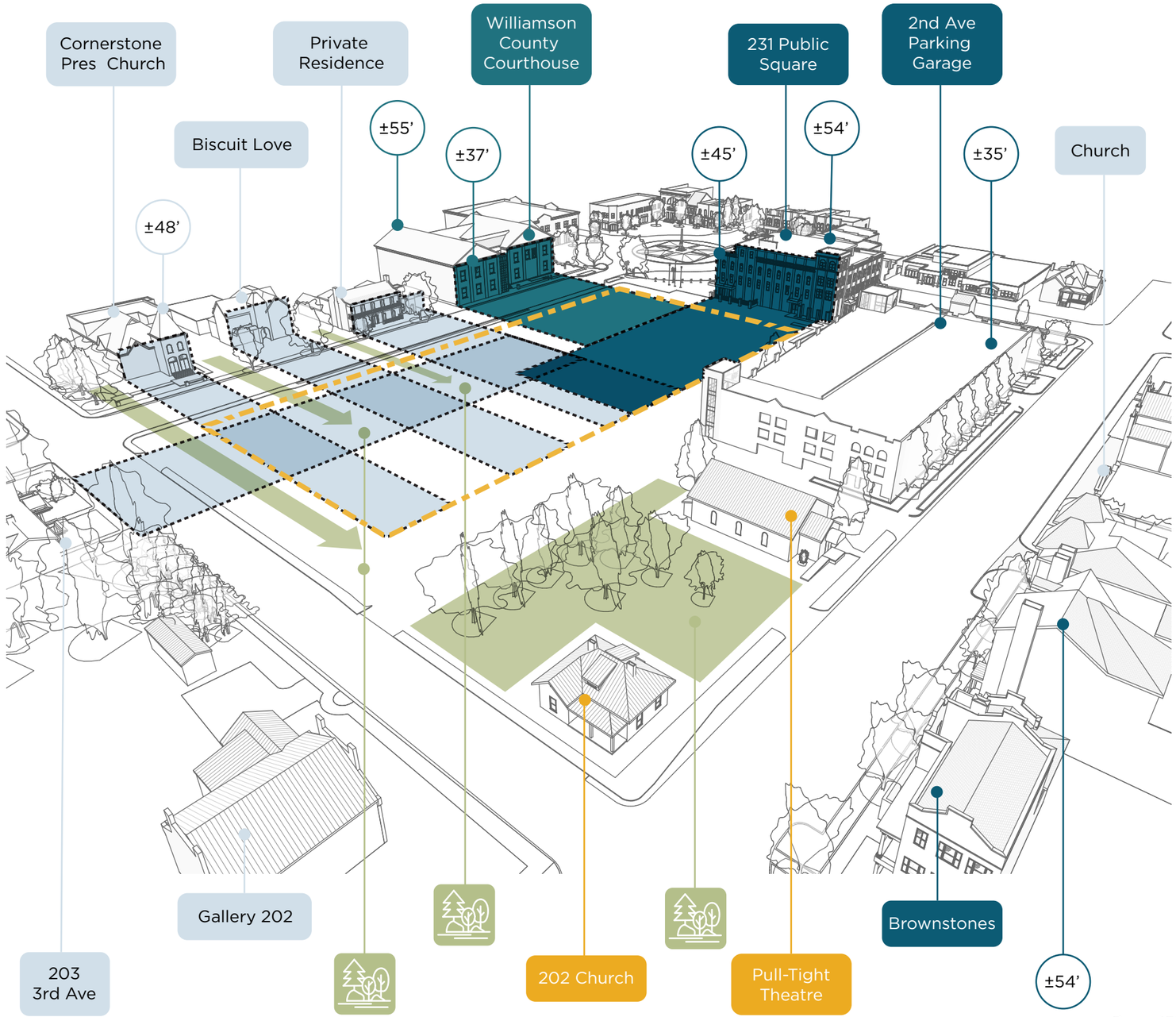
This zone relates to the height, massing, and scale of the surrounding three story structures. The ridge of the historic courthouse, the parking garage, and 231 Public Square are all three stories in height. 231 Public Square has a partial fourth story set back approximately 20' from the elevation facing the Square and the elevation facing East Main Street. A three story structure within this zone on the City Hall site would be appropriate in relation to the height, massing, and scale of the immediate surrounding context.

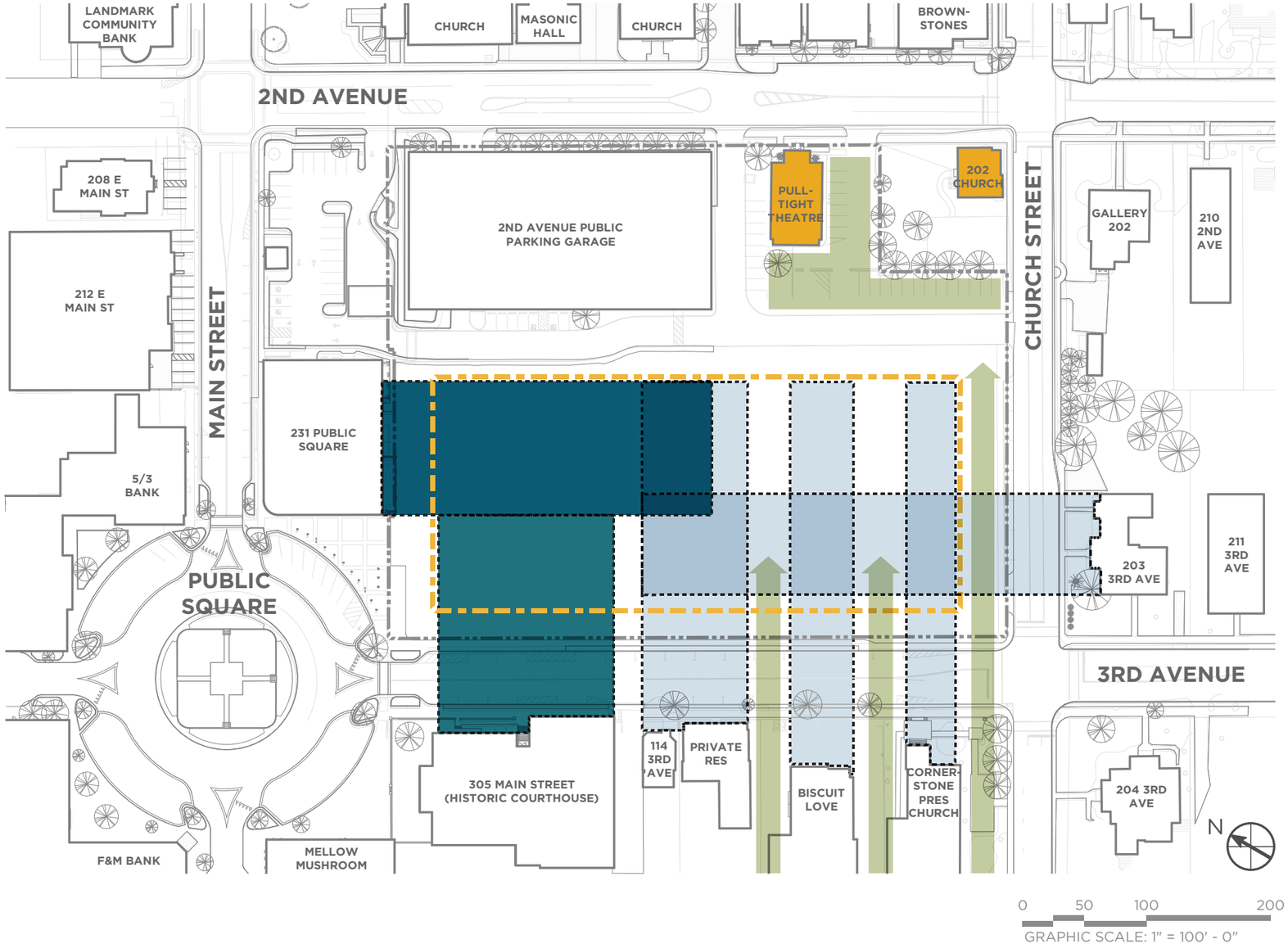
2-3 STORY MASSING ZONE

This zone relates to the height, massing, and scale of the Williamson County Historic Courthouse. The eave line is a tall two story structure with a three story ridge line. A two to three story structure would be appropriate in relation to the height, massing, and scale of the Williamson County Courthouse. One approach to this zone would be a predominantly two-story structure with a third story set back from Third Avenue

1-2 STORY MASSING ZONE

This zone relates to the height, massing, and scale of the existing structures along Third Avenue and Church Street. The residential scale, character, and massing on the South end of Third Avenue and along Church Street consist mainly of one and two story structures. A one to two story structure within this zone on the city hall site would be appropriate in relation to the height, massing, and scale of the immediate surrounding context.





LEGEND:

SENSITIVITY TO EXISTING HISTORIC STRUCTURES

The Pull-Tight Theater, located on the City Hall site, and the structure at 202 Church Street, located on an adjacent property at the corner of Second Avenue and Church Street, are two of downtown Franklin's historic gems. The height, massing and scale of the City Hall building shall respond to these structure in a respectful manner. Sufficient open space and appropriate height, massing and scale around these structures will be a requirement in the Master Plan. A one to two story City Hall building adjacent to these existing historic structures with a sufficient open space buffer between these existing structures and the City Hall would be an appropriate response to the immediate context around these historic gems.

OPEN SPACE OPPORTUNITIES

There is an opportunity for open space in response to the reduced density of the residential context of South Third Avenue and Church Street. The opportunity for additional green space on the site will provide a community amenity while appropriately responding to the character of the surrounding context. The small courtyard adjacent to Cornerstone Church at the corner of Third Avenue and Church Street presents an opportunity for a pedestrian open space along Church Street on the City Hall site. Open space is an appropriate treatment of the site frontage along Church Street to respond to the existing small courtyard adjacent to the Cornerstone Church, the front yards of the surrounding residential character along Church Street, and the connection to the open space buffer around the Pull-Tight Theater and 202 Church. Small pocket parks and courtyards can be provided along Third Avenue in response to the rhythm and character of the residential structures on the West side of Third Avenue. All of these open space opportunities will provide an essential amenity for the community, allowing opportunities for gathering, public art, and places of respite in Franklin's vibrant historic downtown.

OPPORTUNITIES, CHALLENGES, & GOALS

ACCESS TO THE BUILDING

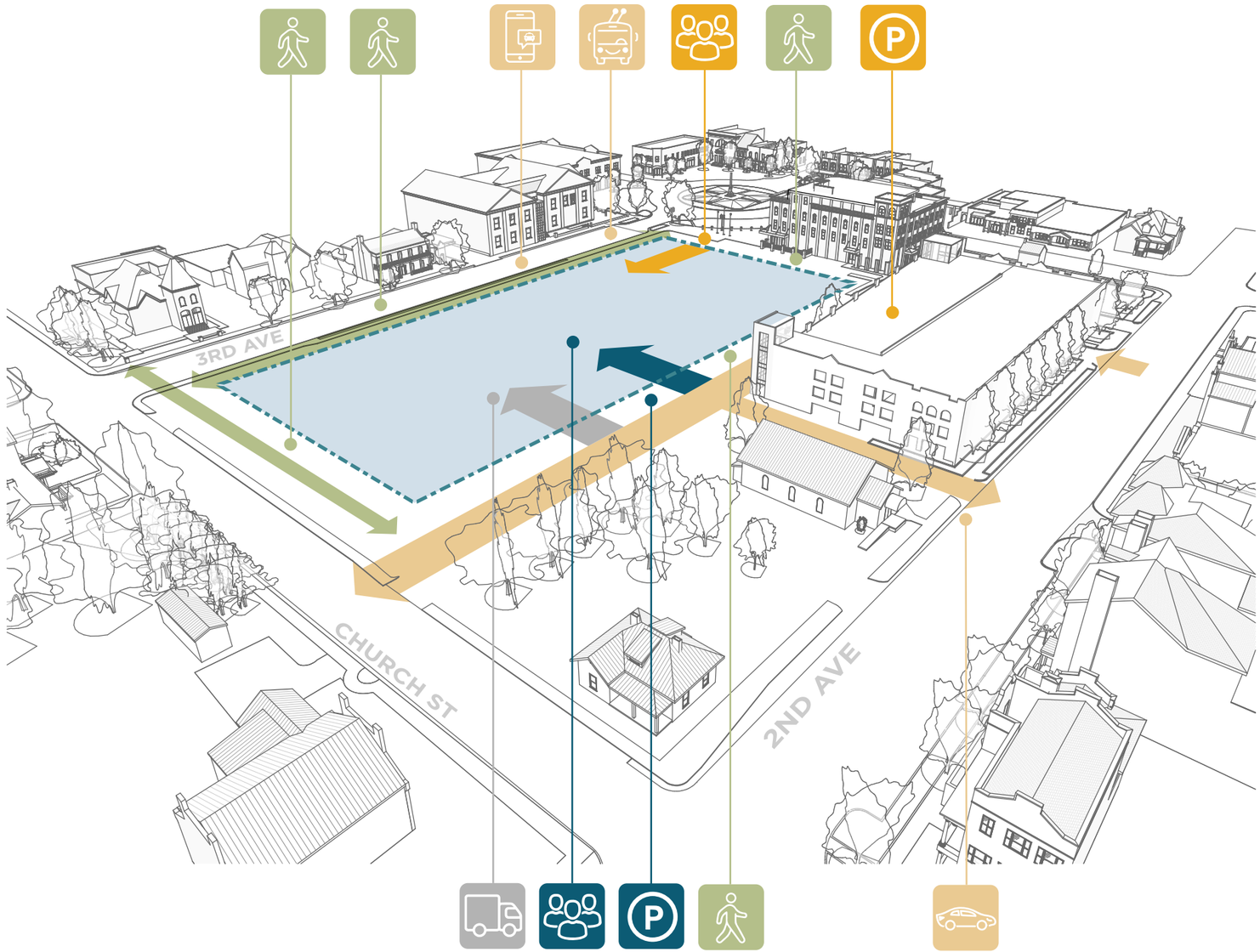
LEGEND:

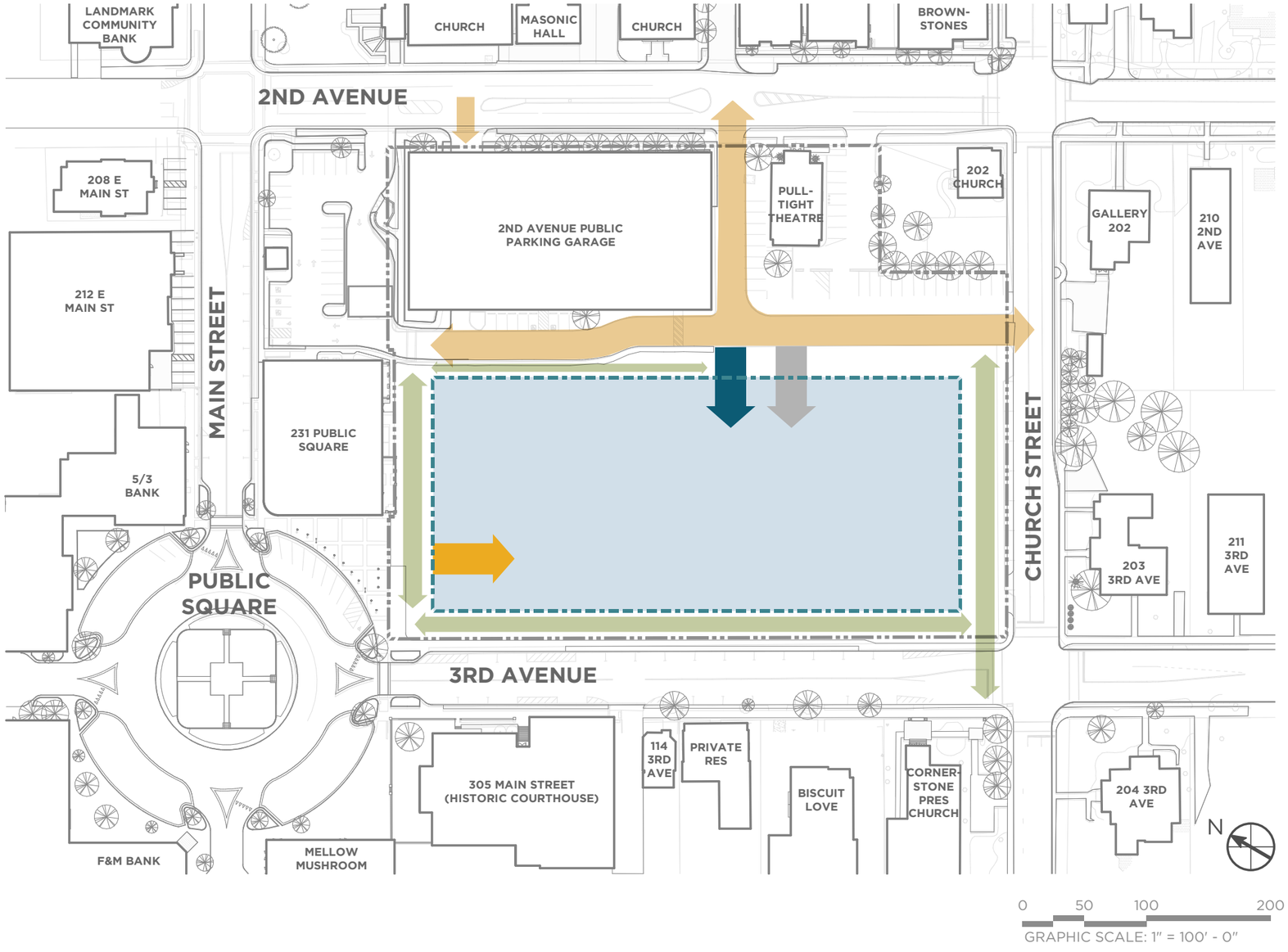
PEDESTRIAN ACCESS TO THE SITE

One goal of the Master Plan is to enhance the pedestrian experience on the site, improve connectivity to the surrounding properties, and activate the streetscape along Third Avenue. The pedestrian access to the building between 231 Public Square and the City Hall structure is one opportunity to improve the pedestrian experience and access to the building from the Second Avenue parking garage. Another opportunity to improve the pedestrian experience is along the alley between the Second Avenue parking garage and the East side of the City Hall building. Currently, the vehicular activity of passenger vehicles and the lack of a loading zone for the building presents an unfavorable pedestrian experience. Enhancements to these two main pedestrian corridors are one area of focus for the Master Plan. Improved Streetscape and preserved open space along Third Avenue and Church Street will also enhance the pedestrian experience and improve activity and connectivity to the surrounding context.

PUBLIC ACCESS TO PARKING AND BUILDING

The community consistently identified additional parking as an essential need for the Master Plan. The majority of the feedback during Round One of the Community Engagement was in favor of sub-grade parking in lieu of another above grade parking structure on the site. The preferred location for the entrance to the sub-grade parking garage is aligned with the alley connecting to 2nd Avenue. The parking garage entrance location creates a natural separation between two vehicular zones along the existing alley, a loading, utility, and trash zone to the South and an improved combined vehicular and pedestrian zone to the North of the entrance. Potential strategies to improve the pedestrian experience along the alley are an increased setback of the building from the curb to allow for more green space between the building and alley, decorative pavers to help slow traffic and provide a more aesthetically pleasing walking surface. Removal of the existing on-grade parking space will help improve the safety of pedestrians. A potential location for new surface parking space would be on-street parking along the alley connection to Second Avenue.





LEGEND:

STAFF ACCESS TO PARKING AND BUILDING

One programmatic need for City Hall is to provide secure parking for staff. Sub-grade parking below the building would provide secure, dedicated parking for staff that is easily accessible the staff entrances to the building via an elevator or egress stair. To spaces that are provided for staff below the building will free up additional public parking in the existing Second Avenue garage. The use of sub-grade parking for public use outside of City Hall operational hours could be explored, with the appropriate security measures in place. The on-street parking along Third Avenue and along the alley connectors will be maximized to provide additional public and City Hall visitor parking. A trolley stop and vehicular access zone adjacent to the building entrance would provide improved accessibility to City services. Providing convenient parking for visitors to City Hall with easy access to the building entrance is important to providing a welcoming an inviting City Hall.

BUILDING ENTRANCES

Based on feedback received in Round One of the Community Engagement, the main entrance to City Hall will face Public Square. Additional entrances will be provided for public access to community meeting rooms and public restrooms. Proper security measures will be implemented to maintain the safety of the City employees while making the City Hall building accessible and welcoming to the citizens of Franklin.

OPPORTUNITIES, CHALLENGES, & GOALS

SUSTAINABILITY

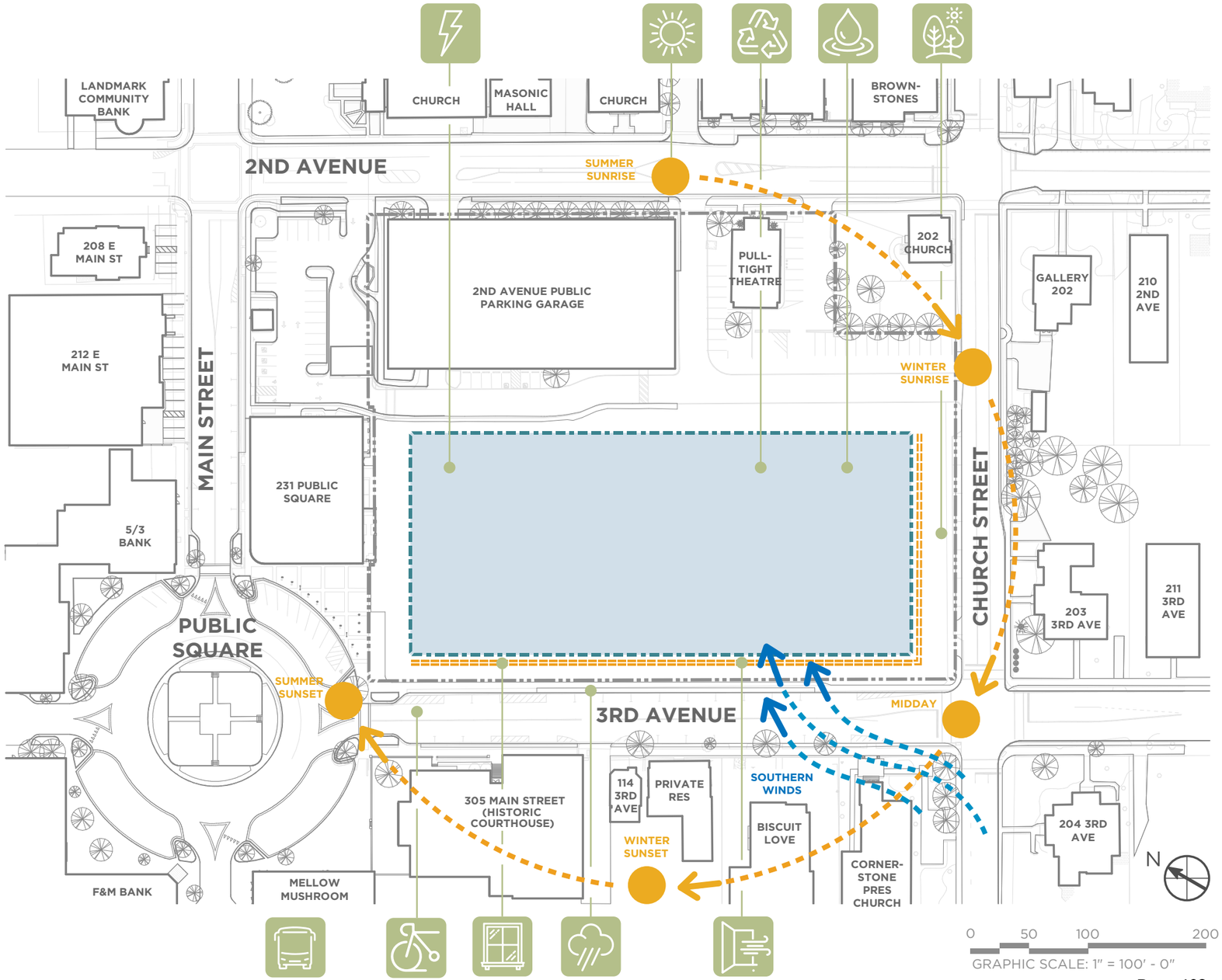
The Design Team conducted a LEED Charette with the City Executive and Functional Space Group Teams at the beginning of Phase 1. The broad project purpose critical to the success of the project were defined during the charette.

The key areas of focus for the project purpose are listed below:

- Flexibility in facility use and future growth potential
- Durable facility for long useful life
- Inviting for the public to use both interior building and site amenities
- Must be historically appropriate and connect with the heart of downtown Franklin
- Serve as a benchmark for sustainable development
- Educate public on meaningful sustainability measures

The City participants also provided insight into areas of project sustainability that are critical for success. The key sustainability concepts are listed below:

- Focus on staff thermal comfort and higher level of system controllability
- Enhance natural lighting and views to outdoors
- Encourage connection to exterior environment (green roof, courtyards, etc.)
- Focus on maintainability of all building systems and materials
- Provide ventilation rates to support occupant health and building resiliency
- Re-use water in appropriate applications; reduce reliance on exterior utilities
- Educate public and demonstrate incorporated sustainable measures
- Avoid green washing; visible measures are good but meaningful is critical



SOLAR EXPOSURE

- Building orientation is governed by site constraints
- Use shading devices that would be acceptable within the Historic Guidelines
- Thicker poche at openings between a window head and transom above could be a shading strategy within the historic context
- Make use of streetscape and site trees for shading

ENERGY REDUCTION & PERFORMANCE

- Due to limited site area for a well field, a geothermal system is not feasible for this project
- Focus on reduced electrical consumption of lighting and cooling related systems
- Natural gas generator
- Maximize level of mechanical system controllability and focus on staff thermal comfort
- Control process/plug loads

WATER EFFICIENCY

- Implement a rainwater collection cistern and/or gray water collection for reuse for on-site irrigation and non-potable use
- Implement water efficient fixtures and low flow toilets
- Reduce number of break rooms throughout the building

BUILDING ENVELOPE

- Explore the use of operable windows to improve indoor air quality and occupant health
- Implement green roofs where appropriate for staff and public use
- Use high performance glazing and frames for windows and doors
- Use “Cool” roofing materials that prevent heat islands on non-occupied roofs

RESOURCES

- Potentially provide electric vehicles for City vehicles used to conduct business
- Explore Use of Photo-voltaic
- Storage and Collection of Recyclables
- Building Demolition Waste Management

LANDSCAPE & OPEN SPACE

- Reduce parking footprint by exploring sub-grade parking
- Limit the amount of surface parking

ALTERNATIVE TRANSPORTATION

- Explore lockers, showers, and bike storage for 1/5 of the parking spaces
- Connect to bike networks and greenway plan
- Explore bike share potential

PUBLIC TRANSIT

- Explore potential transit stop locations

DAYLIGHT & VIEWS

- Enhance daylighting and views to exterior
- Historic guidelines supports punched window openings, not large storefront expanses of glass
- Tinted glazing is prohibited in the Historic overlay
- Interior light shelves could be incorporated to maximize daylighting potential

STORMWATER MANAGEMENT

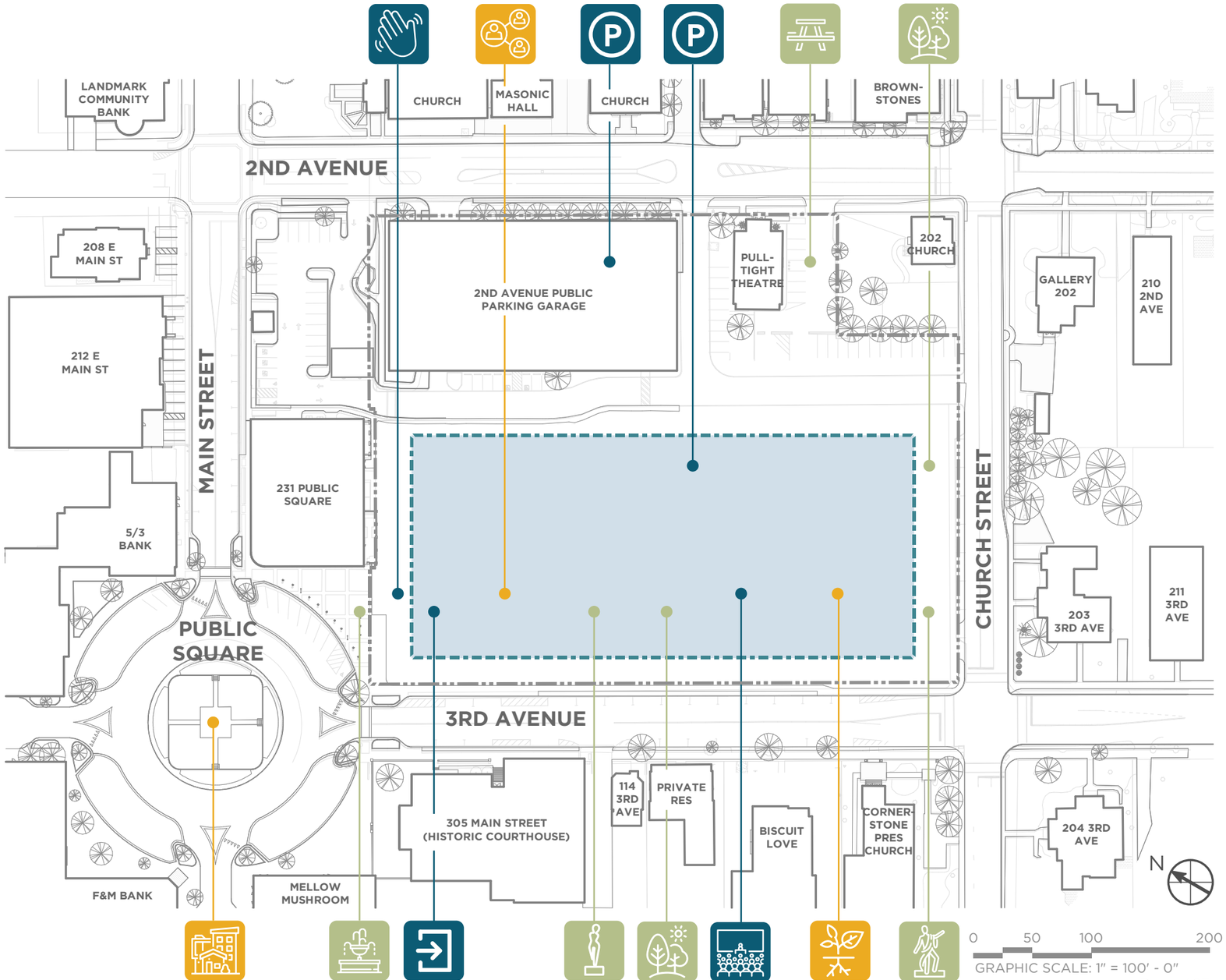
- The plans will be in accordance with the City of Franklin Stormwater best practices guidelines.
- A rainwater collection cistern is incorporated into the plan along with a grey water collection cistern. The collected water will be reused for on-site irrigation and other non-potable water uses.
- Open Space is being maintained on the site. Soft scape and permeable pavers will be incorporated to reduce the amount of stormwater run-off.

U.S. GREEN BUILDING COUNCIL

OPPORTUNITIES, CHALLENGES, & GOALS

COMMUNITY VISION

The Community Vision for the Master Plan was established during Round One of the Community Engagement process. The project goals, building features, and site features that the community identified are summarized here. More detailed information regarding the community feedback can be found in the Community Engagement Report section of this document. The community's vision is aligned with the goals established by design team and City Leadership.



COMMUNITY FEATURES

FLEXIBLE DESIGN THAT HAS THE ABILITY TO ADAPT TO FUTURE GROWTH

A PLACE FOR GOVERNMENTAL OPERATIONS WITH INTEGRATED COMMUNITY SPACES AND AMENITIES

PROVIDE PUBLIC RESTROOMS ACCESSIBLE TO THE PUBLIC

A PLACE THAT SEAMLESSLY BLENDS INTO THE HISTORIC LOOK AND FEEL OF DOWNTOWN

BUILDING FEATURES

COMMUNITY MEETING SPACES

ENTRANCE FACING PUBLIC SQUARE

IMPROVED PARKING OPPORTUNITIES FOR STAFF, VISITORS, AND THE PUBLIC

INCORPORATE A WELCOME CENTER FOR VISITOR INFORMATION

OUTDOOR FEATURES

HISTORICAL MARKER, MEMORIAL

OUTDOOR SEATING AND FURNISHINGS

POCKET PARKS AND PUBLIC PARK

PUBLIC ART BY LOCAL ARTISTS, HISTORICAL MONUMENTS, OR EXPERIENTIAL ART SUCH AS THE MIDNIGHT SUN SCAVENGER HUNT.

A PLAZA AT THE ENTRY THAT RELATES TO THE COURTHOUSE PLAZA IN SCALE, PROVIDES A PLACE TO SUPPORT FESTIVAL ACTIVITIES, AND MAY INCORPORATE A WATER FEATURE REMINISCENT OF THE WATERING TROUGHS.

OPPORTUNITIES, CHALLENGES, & GOALS

BUILDING DESIGN GOALS

1. Meet the programmatic needs of City Hall
2. Balance Security with a Welcoming City Hall
3. Flexibility in Design to allow for Future Growth
4. Provide more parking for the staff and the community
5. Implement modern office design strategies to improve efficiency in customer service and to promote employee collaboration.
6. Promote and Support Community Functions
7. Sustainability/LEED Silver

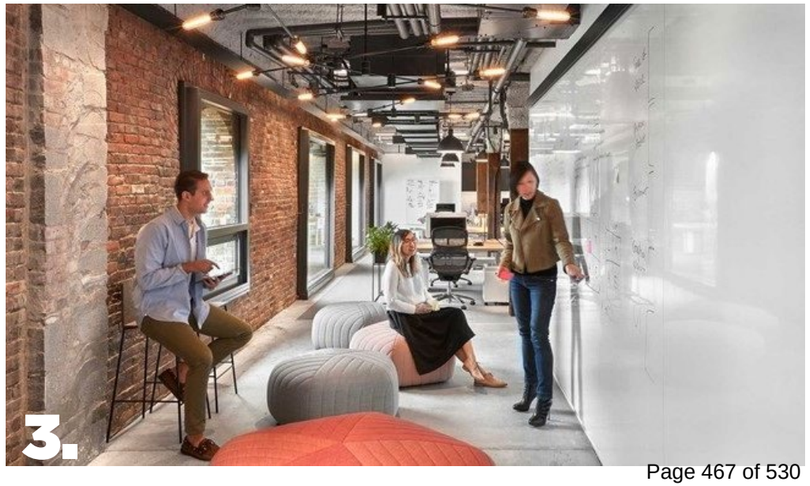


1.



2.

Waynesville City Hall



3.


Materials + Finishes Palette
Cafe Space

5.


Parking
ONE
WAY

4.


IMPACT
HUB
HUB Belgrade

6.

South Street

Church

Street

P.O.

Fifth Avenue

115 – 120

121

123

122

124

96

veg. Garden

Fourth Avenue

114

Public

Square

Garden

South Margin Street

Third Avenue

Coal Yard

Scales

For Sale

Bridge Street



FORMING THE VISION

Plan Organization Diagrams

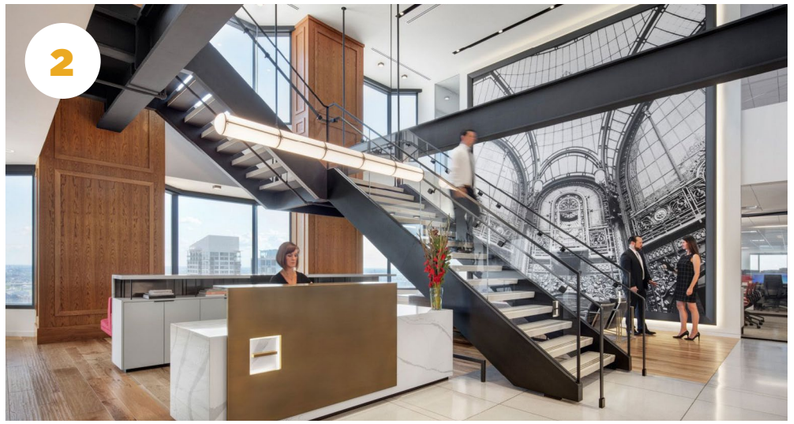
Conceptual Floor Plans & Building Massing

Site Opportunities

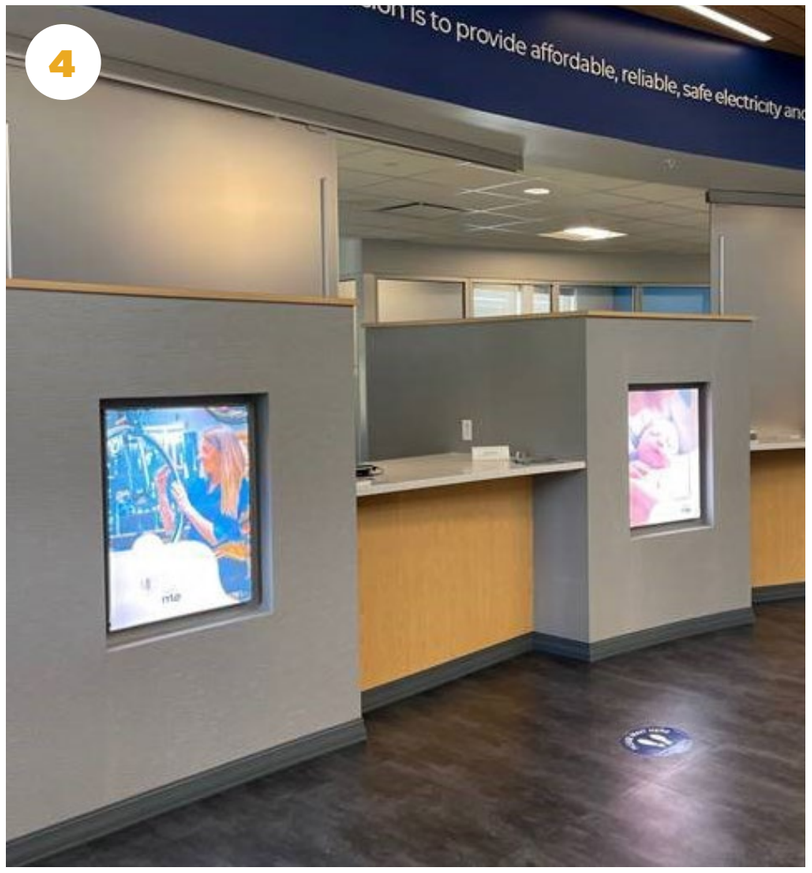
ORGANIZATIONAL DIAGRAMS

CASE STUDY IMAGES











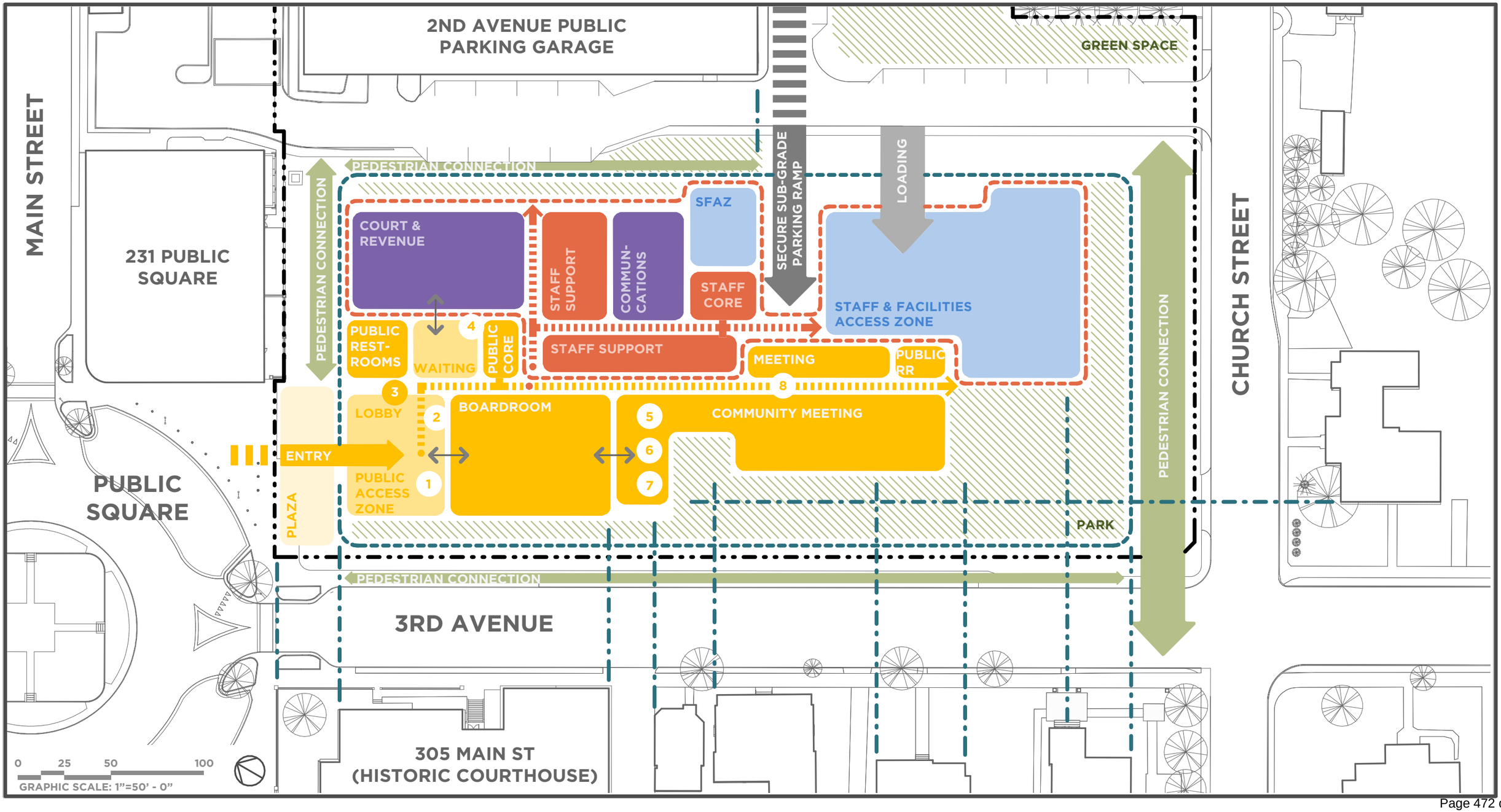






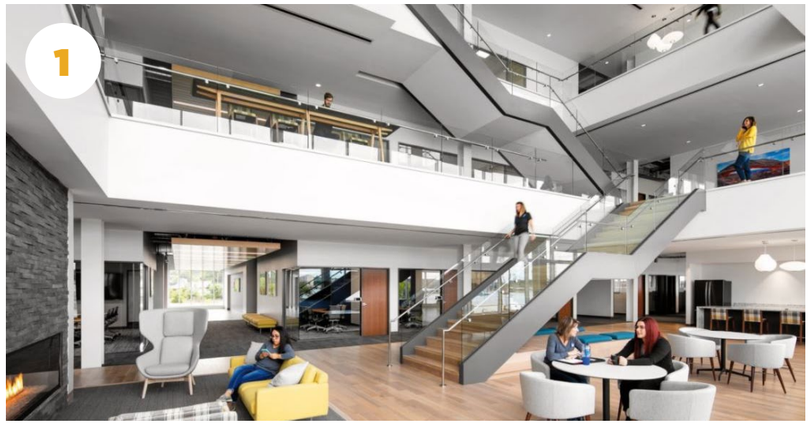
01 FIRST FLOOR DIAGRAM

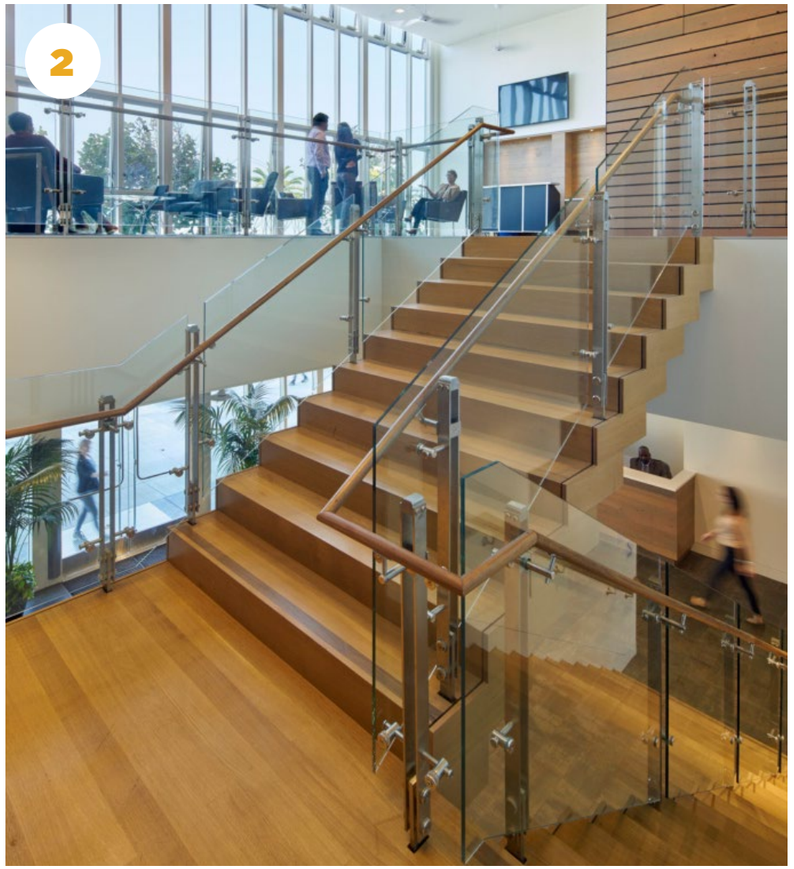
Public Zones | Staff Zones | Lock Down Point | Staff Secure Zone | Staff Circulation | Public Circulation



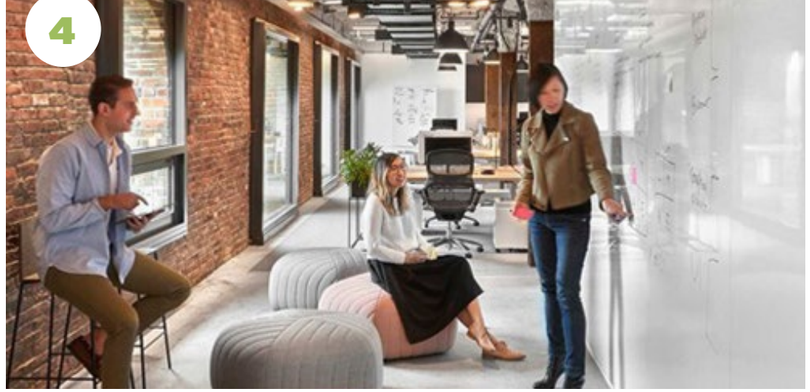
ORGANIZATIONAL DIAGRAMS

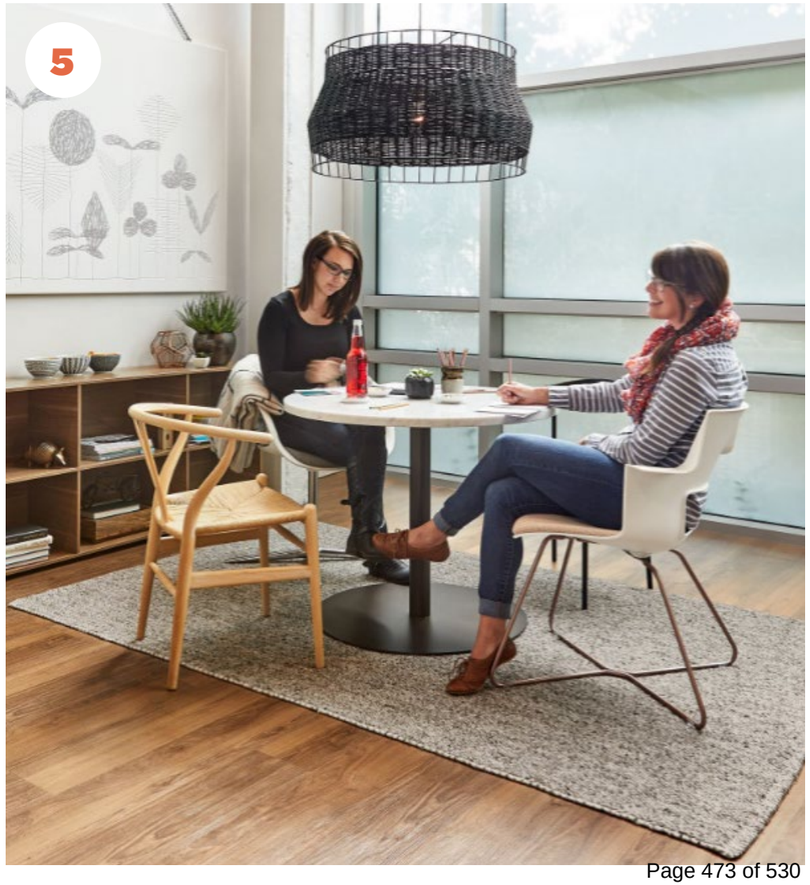
CASE STUDY IMAGES

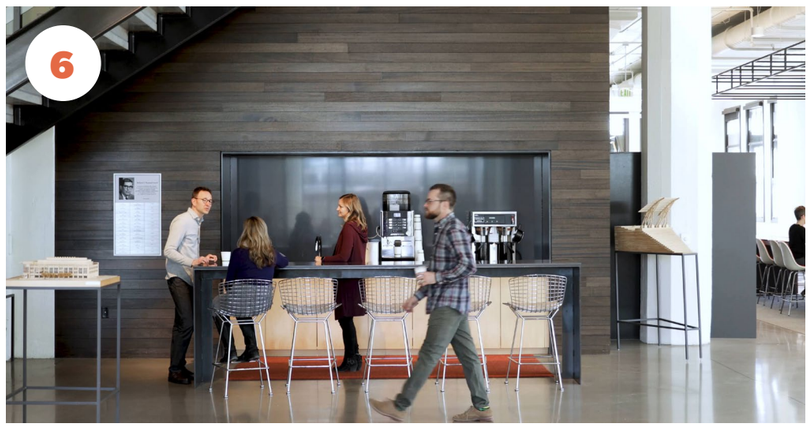








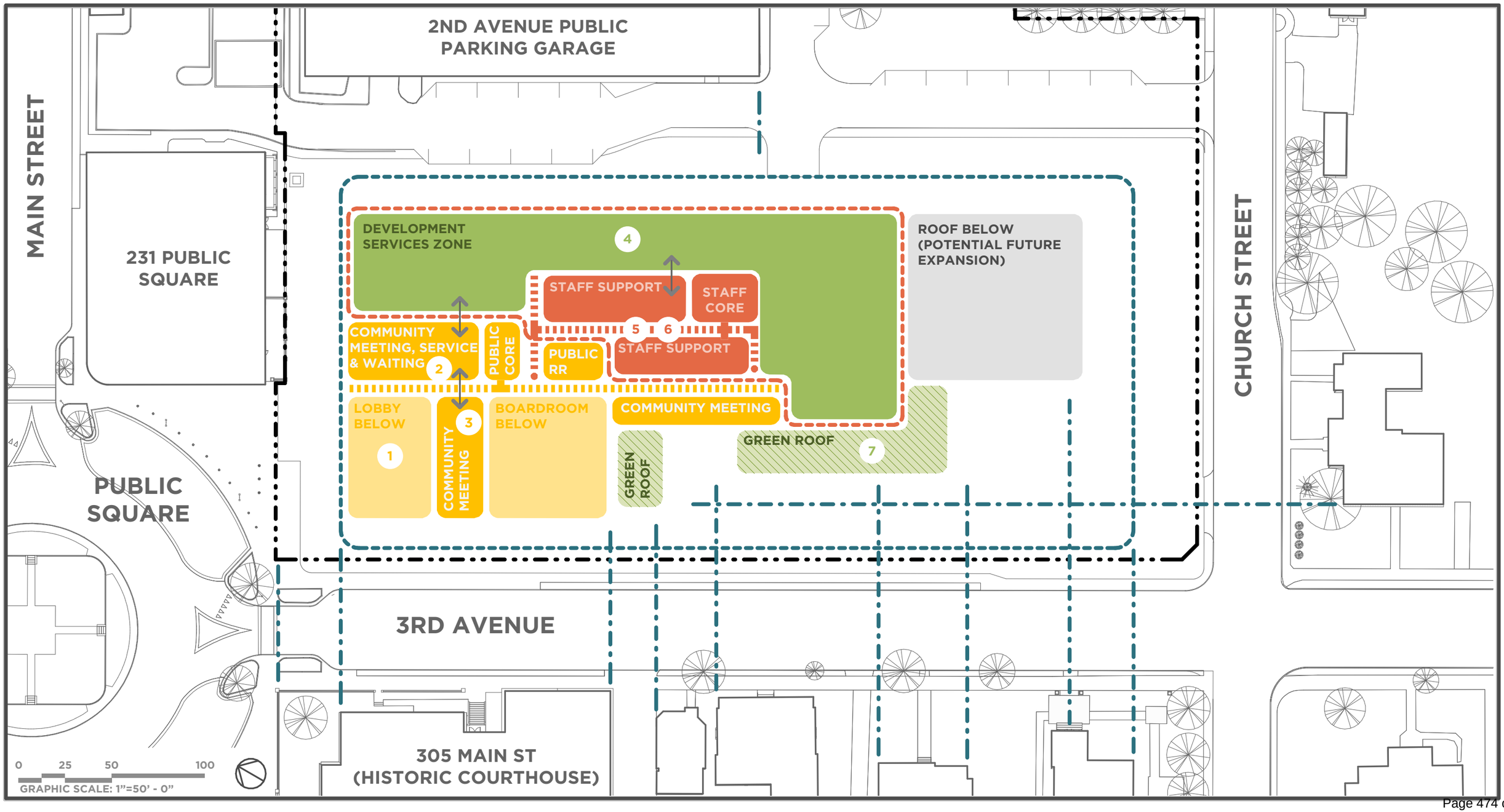






02 SECOND FLOOR DIAGRAM

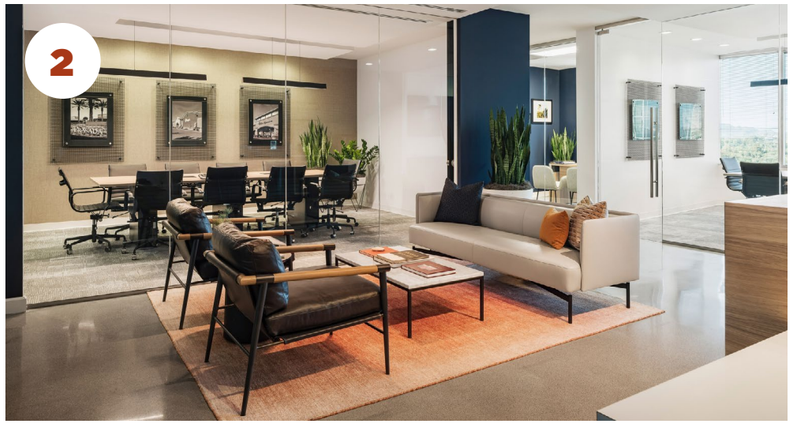
Public Zones | Staff Zones | Lock Down Point | Staff Secure Zone | Staff Circulation | Public Circulation

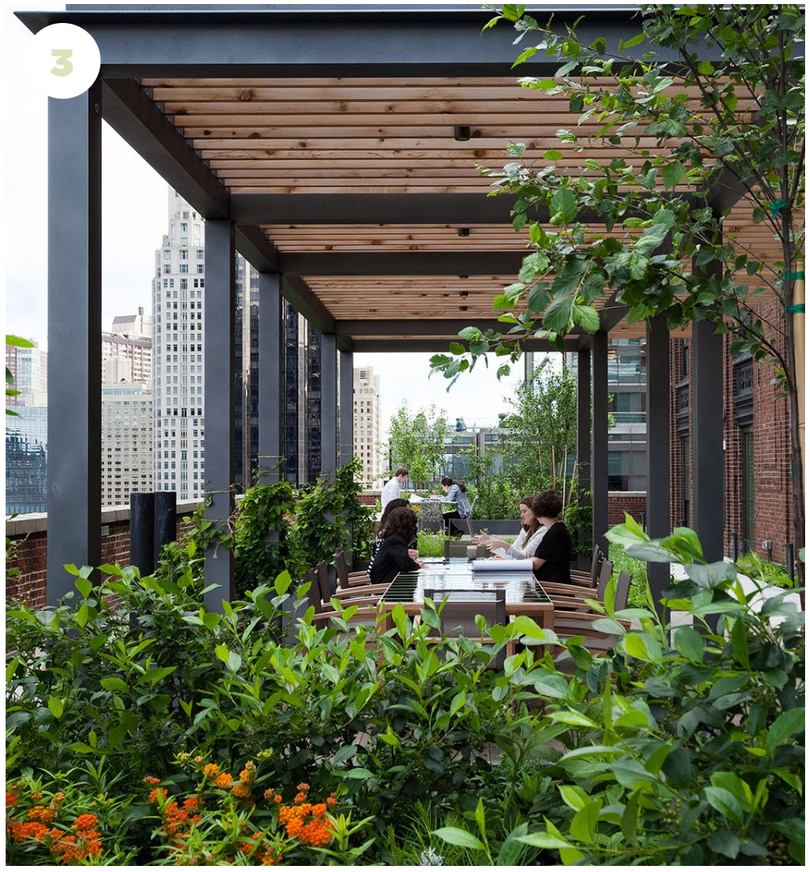


ORGANIZATIONAL DIAGRAMS

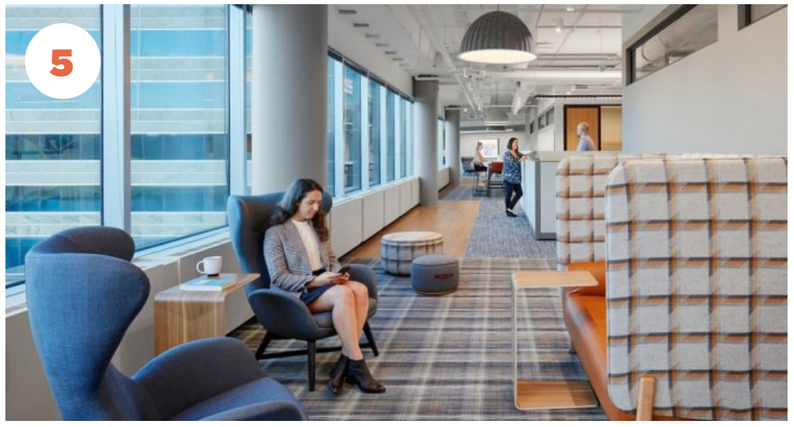
CASE STUDY IMAGES



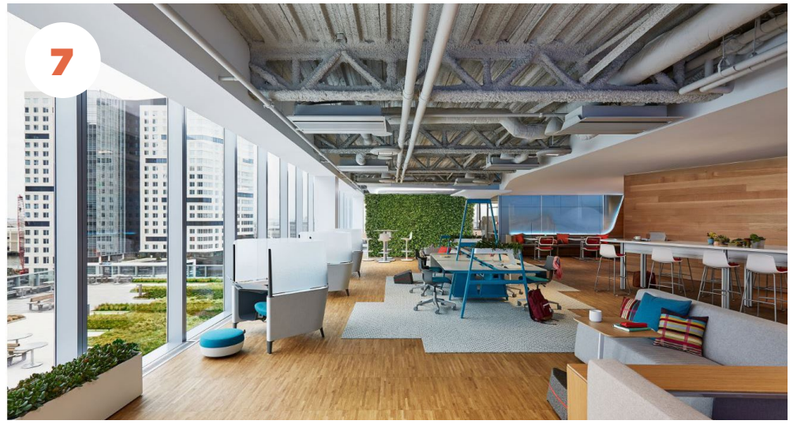






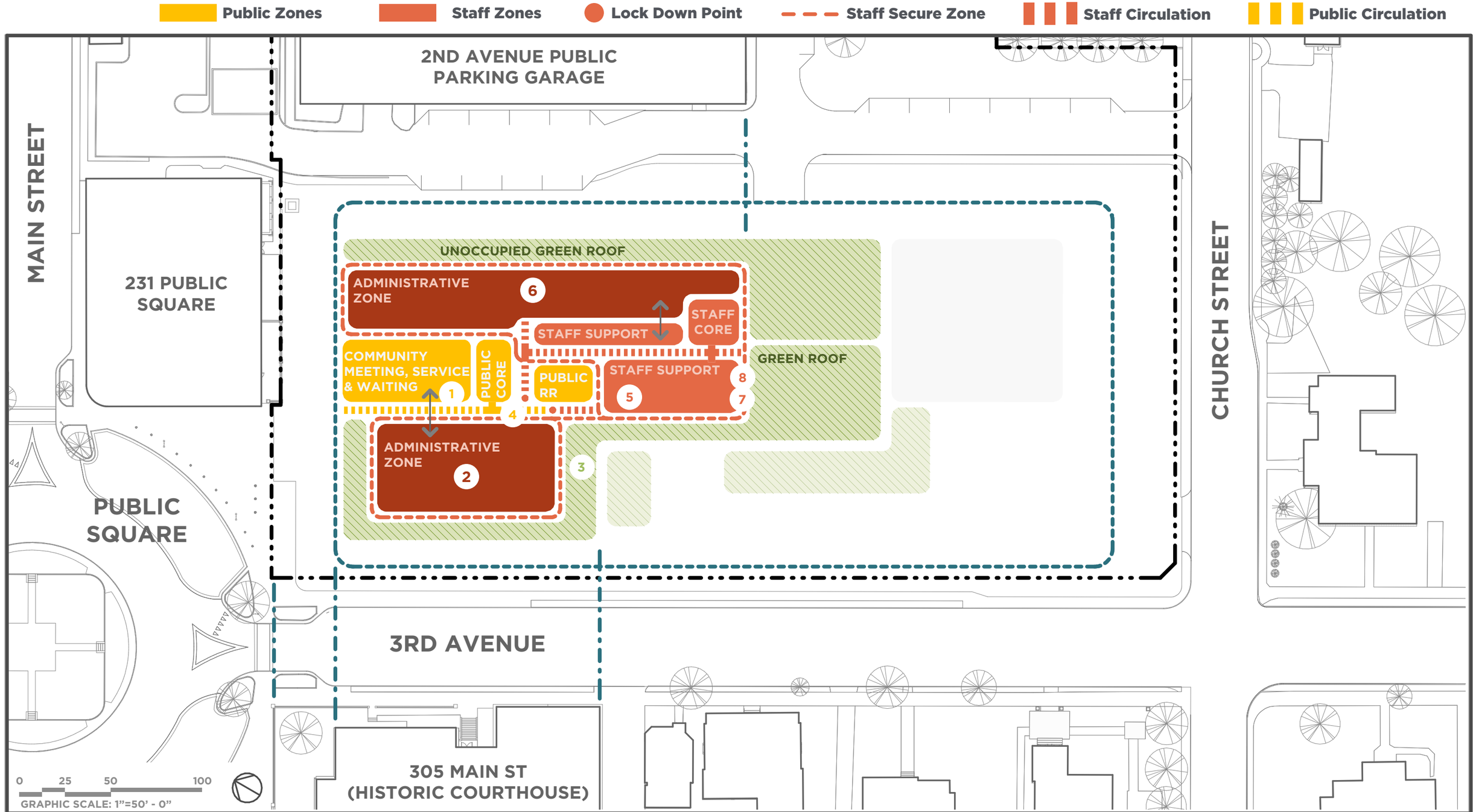








03 THIRD FLOOR DIAGRAM



FLOOR PLANS & BUILDING MASSING

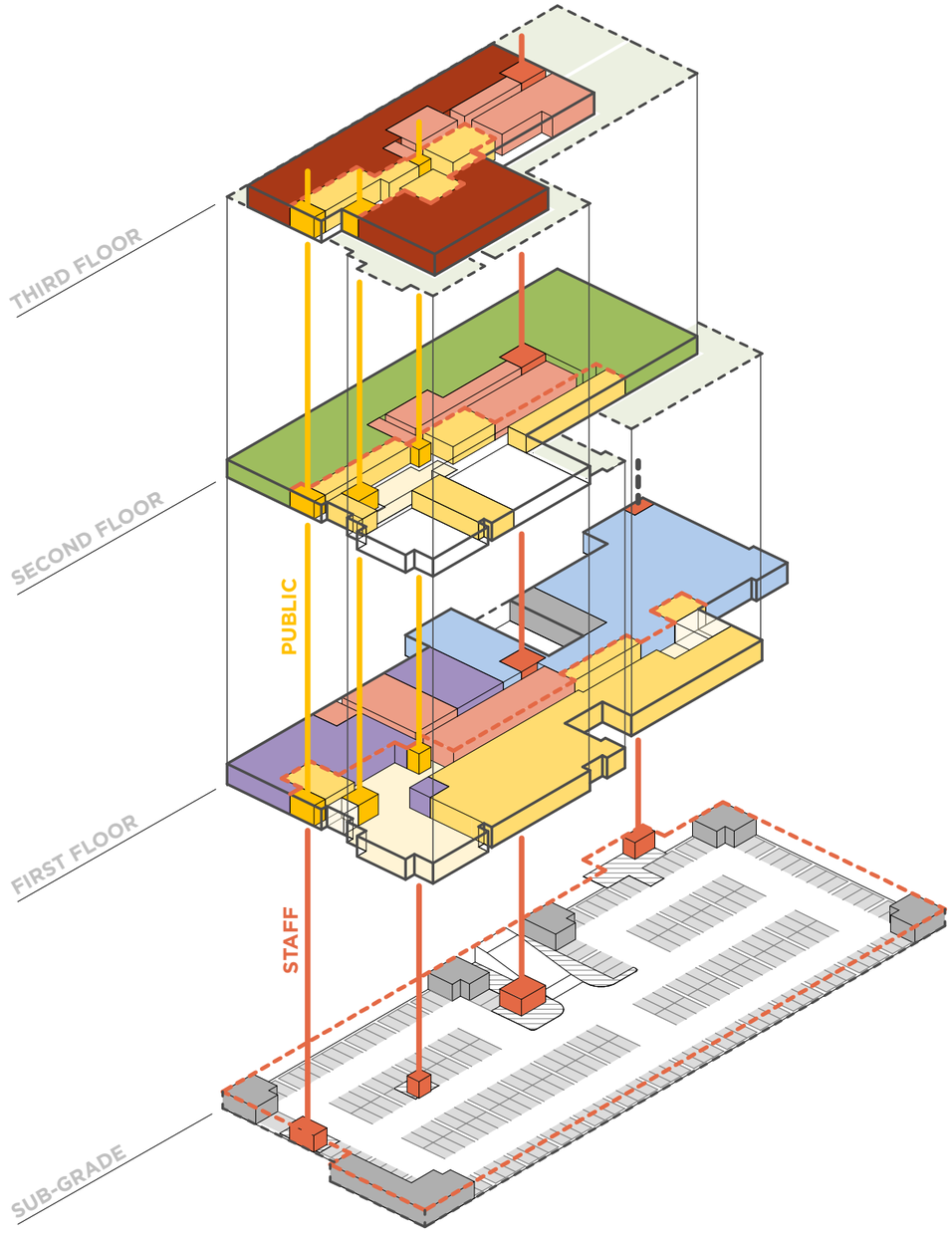
OVERVIEW

Circulation

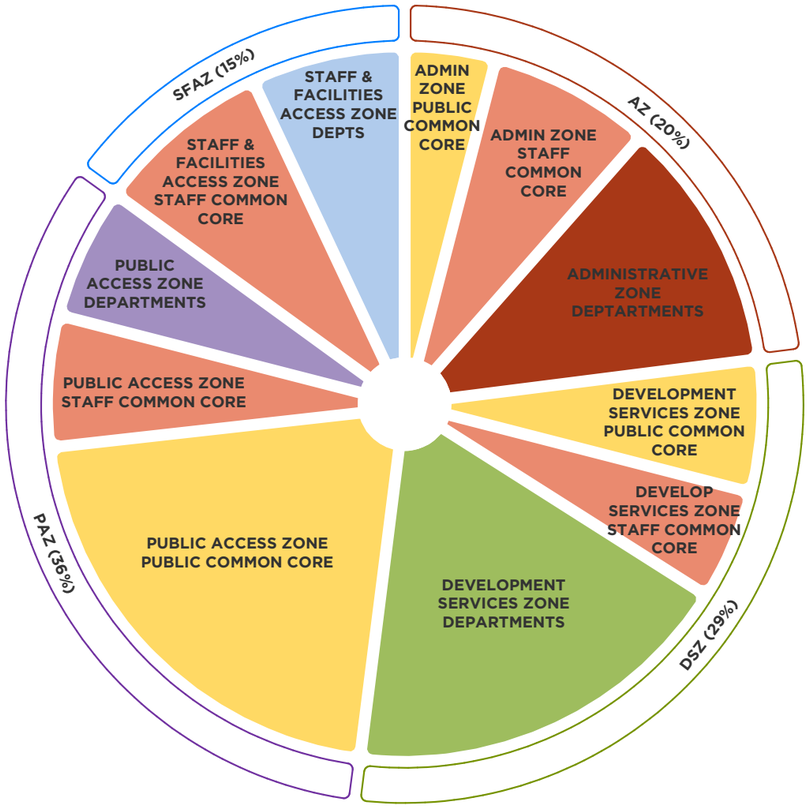
- Staff parks in sub-grade parking garage and enters the building via the stair or elevators from the parking garage
- Public enters through the front door facing Public Square
- Maintain clear, secure separation between public and staff only circulations and functions
- Incorporate a welcoming monumental, open stair that visually connects all of the floors for public use
- Staff elevator serves as a service elevator for the building

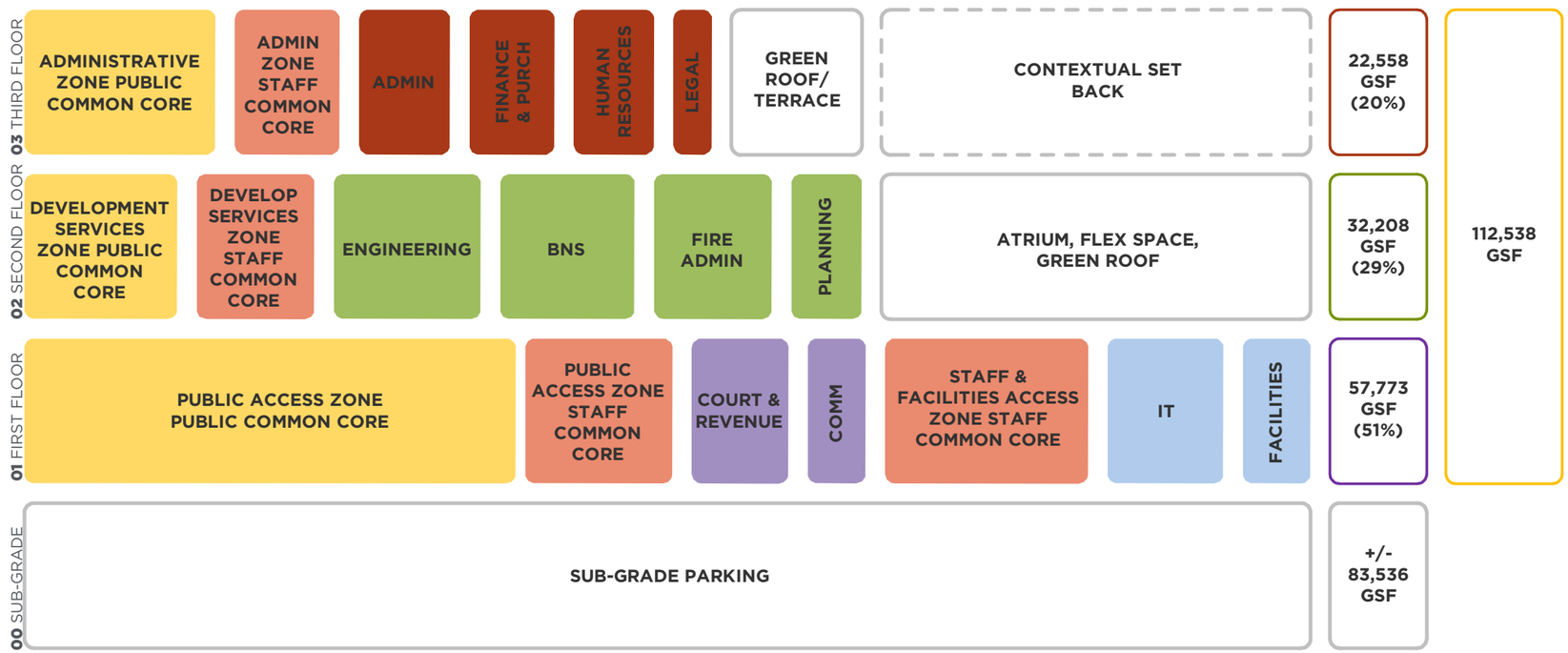
Building Massing

- Height, scale and massing relates to the neighboring structures
- Board Room and Lobby are planned as double height spaces
- The double height Lobby visually connects the service functions of the First and Second Floors for ease in wayfinding
- The Third Floor is set back from the building edge to respect the scale of the surrounding context
- The building height and massing reduces in scale as it approaches the more residential character on the South end of Third Avenue and along Church Street.



BUILDING PROGRAM BREAKDOWN





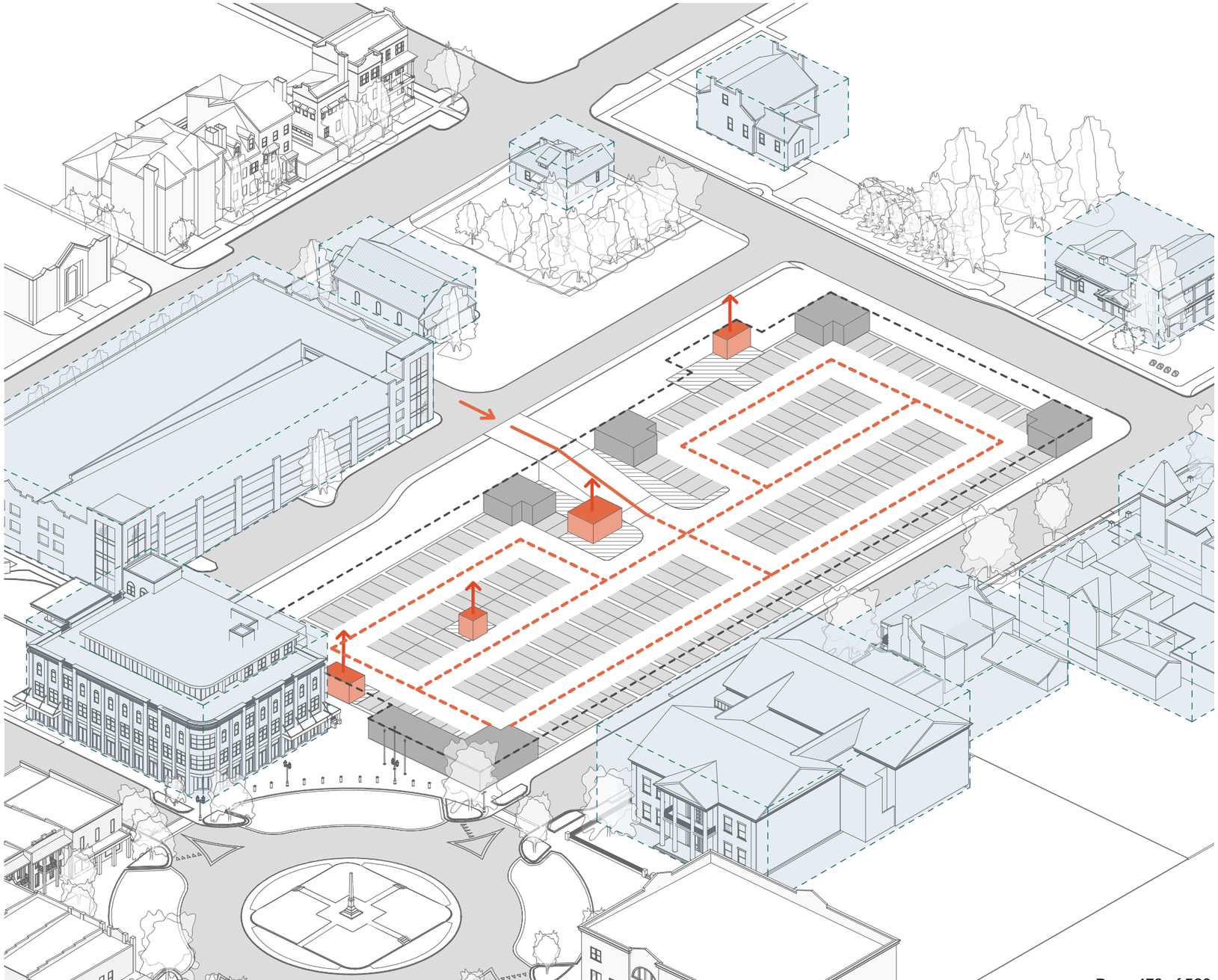
BUILDING STACKING DIAGRAM

CONCEPTUAL FLOOR PLANS & BUILDING MASSING

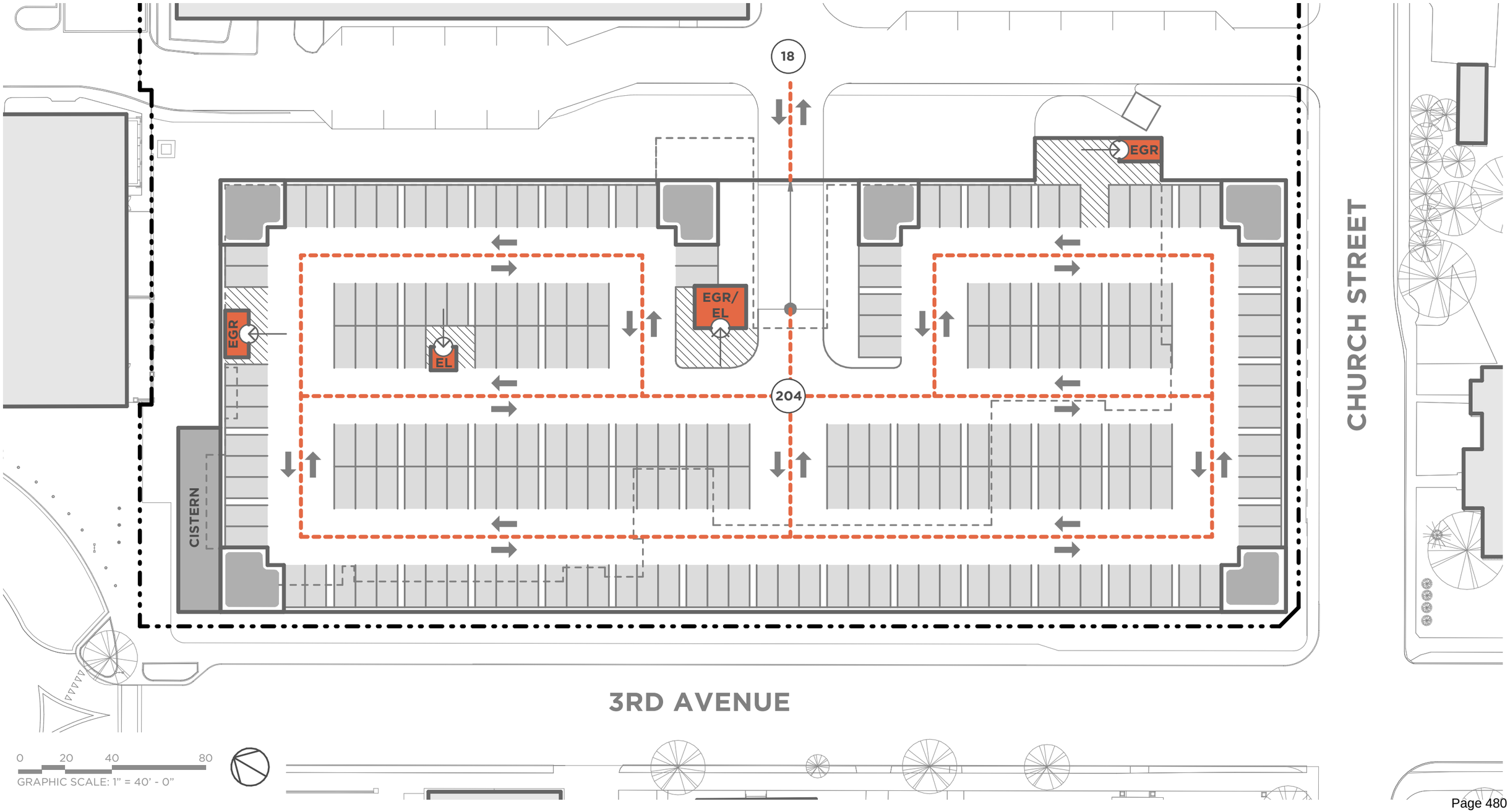
SUB-GRADE PARKING

- A well-lit, secure sub-grade parking garage providing 200+ parking spaces, in addition to the 299 parking spaces provided by the existing parking garage.
- About 18 parallel parking spaces will be provided along internal alleyways
- The use of sub-grade parking for public use outside of City Hall operational hours could be explored, with the appropriate security measures in place.
- Sub-grade parking will be well lit and secure with clear wayfinding and appropriately sized drive aisles and parking spaces for ease in maneuverability





00 SUB-GRADE PARKING DIAGRAM



CONCEPTUAL FLOOR PLANS & BUILDING MASSING

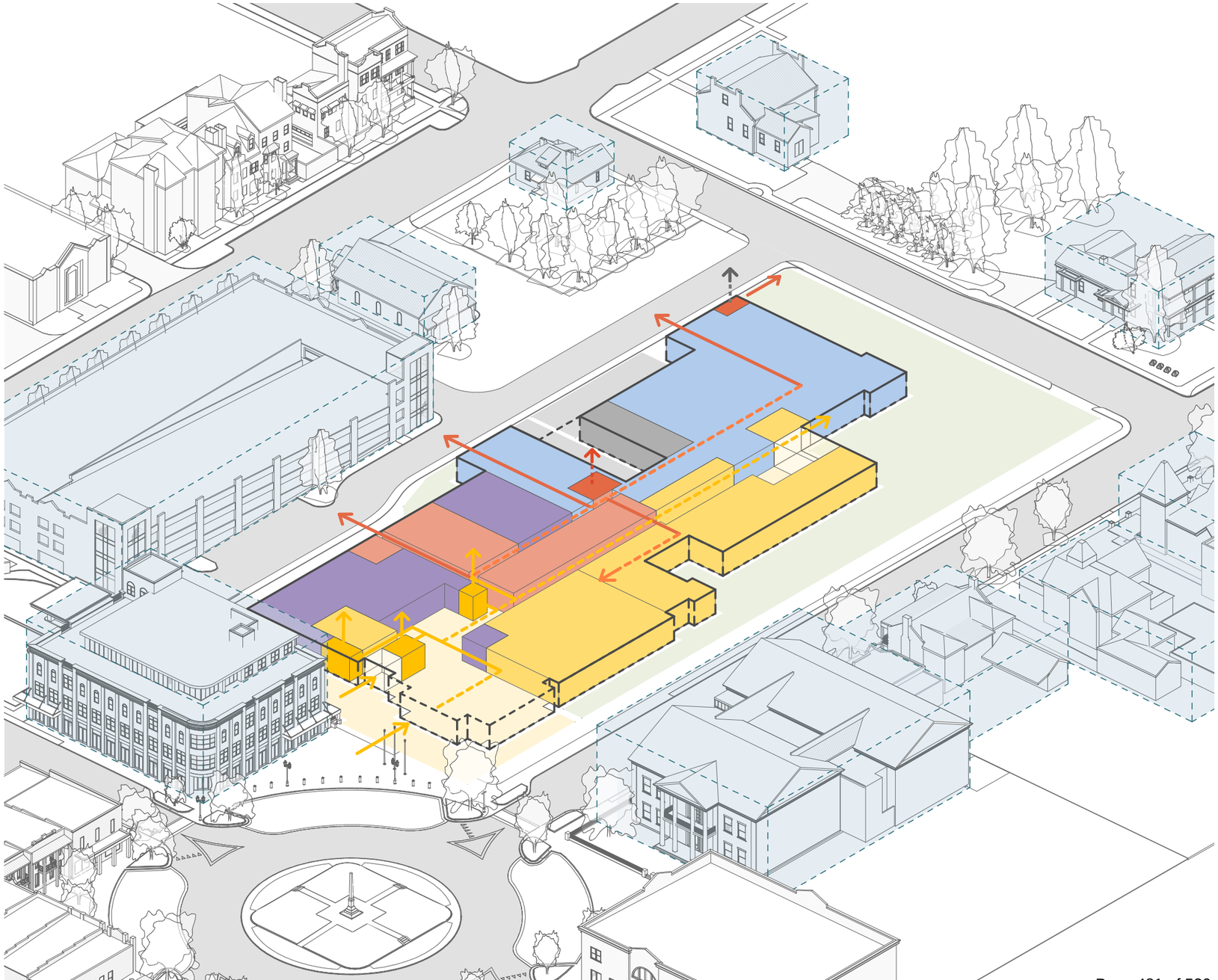
01 FIRST FLOOR

PUBLIC ZONE & CIRCULATION

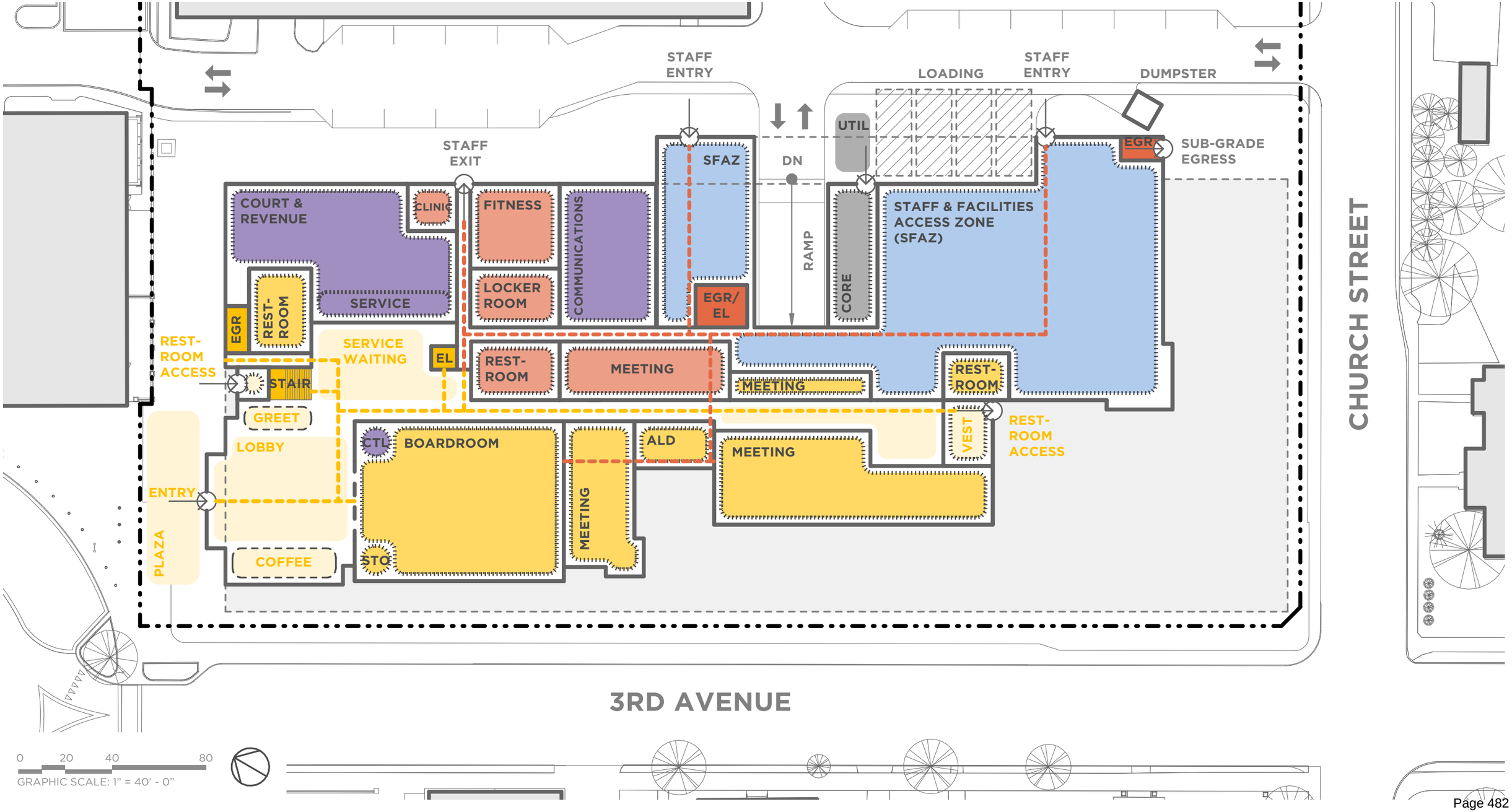
- Entrance on Public Square
- Lobby should be welcoming and inviting with a welcome person seated at a desk to greet visitors
- Public access to an open, inviting monumental stair connecting all floors
- Public restroom access from the Square and from the proposed open space on the corner of Third Avenue and Church Street
- Coffee kiosk in the Lobby
- Visitor information and displays in the Lobby and along the Public corridor
- Potential for rotating art displays by local artists
- A variety of meeting rooms are provided along the Third Avenue side of the building for shared City and community use

STAFF ZONE & CIRCULATION

- Separate vertical circulation is planned for the staff and will double as the service access
- The location of the fitness room and clinic provide easy access from the exterior to these amenities during and after City Hall operational hours
- Facilities and IT Departments are conveniently located adjacent to the loading dock and service elevator to manage frequent large deliveries to these departments
- Municipal Court and Revenue departments are the front facing service oriented departments with direct access to the public zone in the main Lobby
- Court will be held in the Boardroom
- Communications department is centrally located with convenient access to the Boardroom and Training Room for ease in large meeting AV set-up
- Entrance to Boardroom will be designed to allow for future incorporation of more stringent security measures if the need arises
- Separate public and staff restrooms



01 FIRST FLOOR DIAGRAM



CONCEPTUAL FLOOR PLANS & BUILDING MASSING

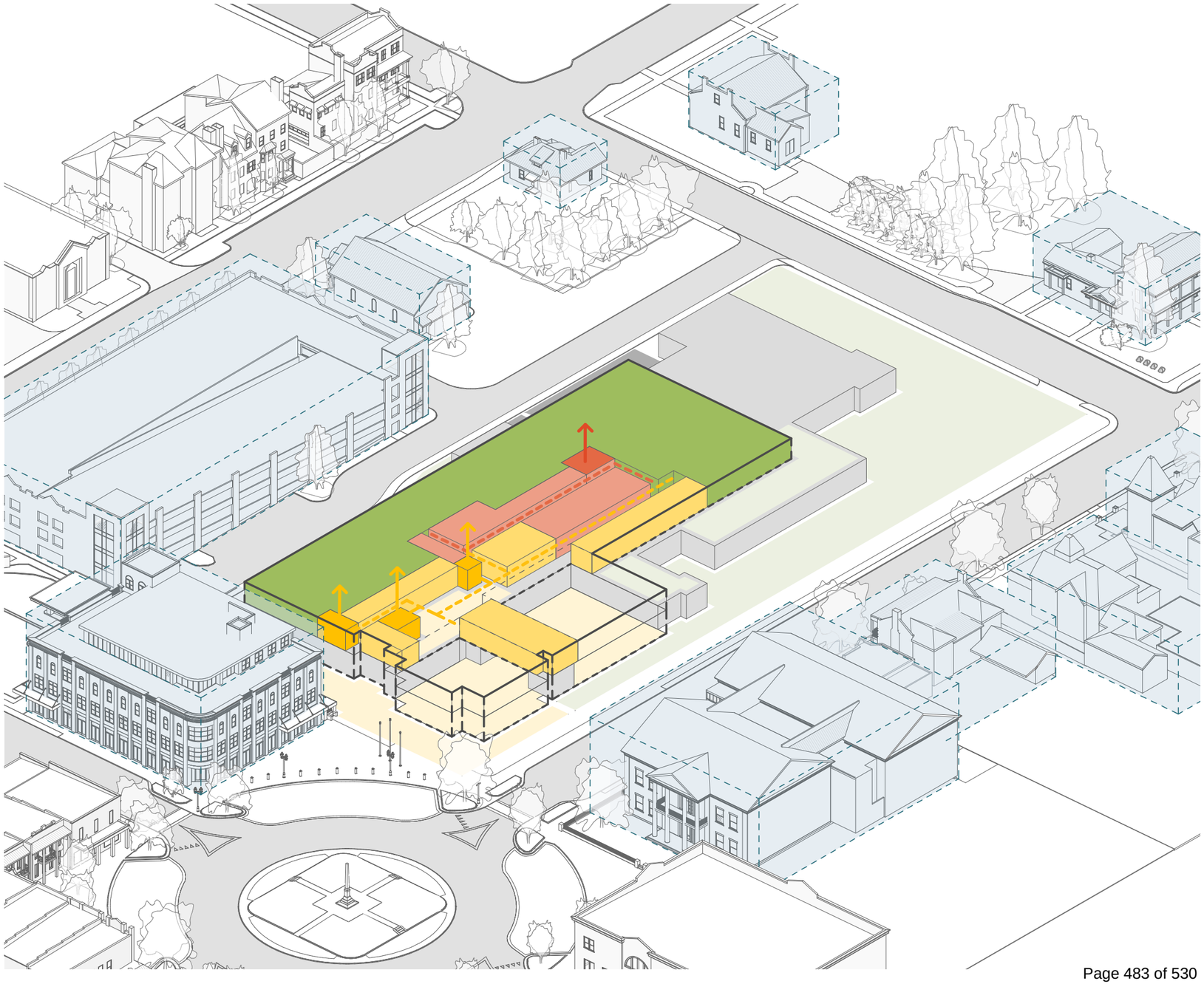
02 SECOND FLOOR

PUBLIC ZONE & CIRCULATION

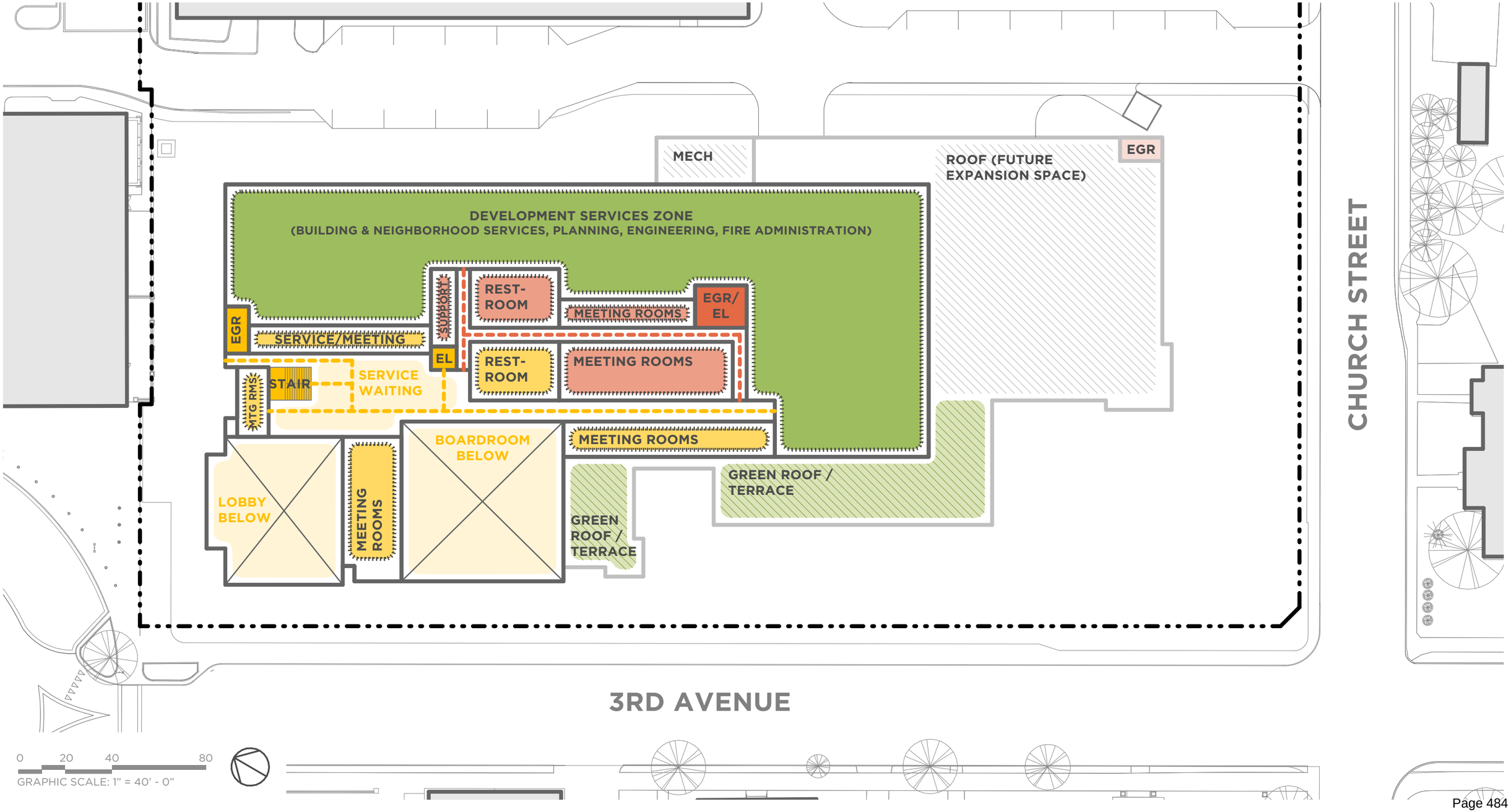
- Monumental stair and public elevator provide access to the Development Services Zone on the Second Floor
- The double height Lobby visually connects the service functions of the First Floor and Second Floor for ease in wayfinding
- The public zone consists of a service counter and a variety of meeting spaces
- Design the one-story structure facing Church Street to support potential future expansion space on the Second Floor

STAFF ZONE & CIRCULATION

- Maintain separate staff circulation from the public circulation
- Office areas are located along the building perimeter to allow ample access to daylight and views
- The building setbacks provide opportunities for green roofs and terraces overlooking Third Avenue and the proposed open space on the corner of Third Avenue and Church Street
- Centrally locate mechanical units where they are easily screened from view
- Separate public and staff restroom



02 SECOND FLOOR DIAGRAM



CONCEPTUAL FLOOR PLANS & BUILDING MASSING

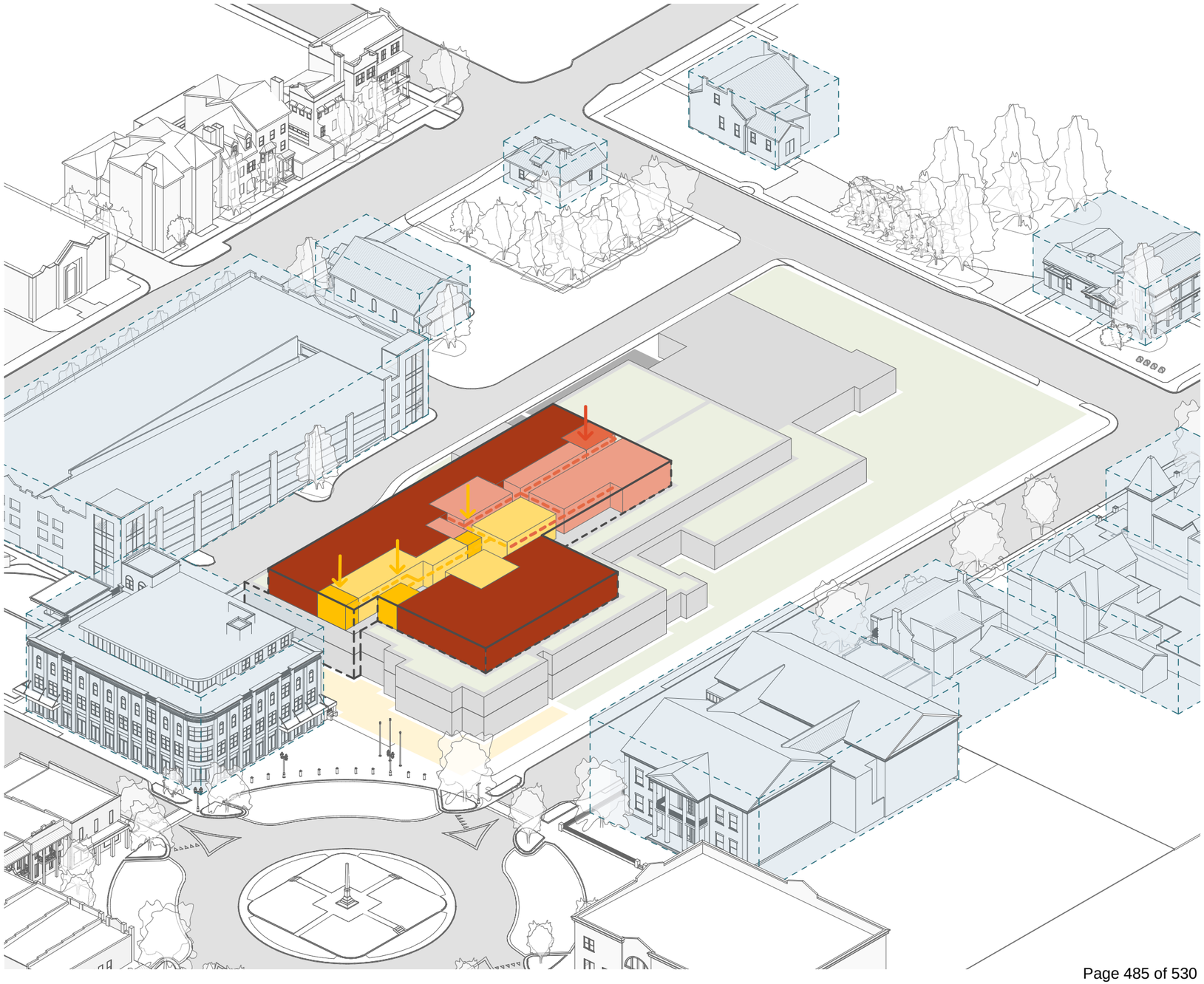
03 THIRD FLOOR

PUBLIC ZONE & CIRCULATION

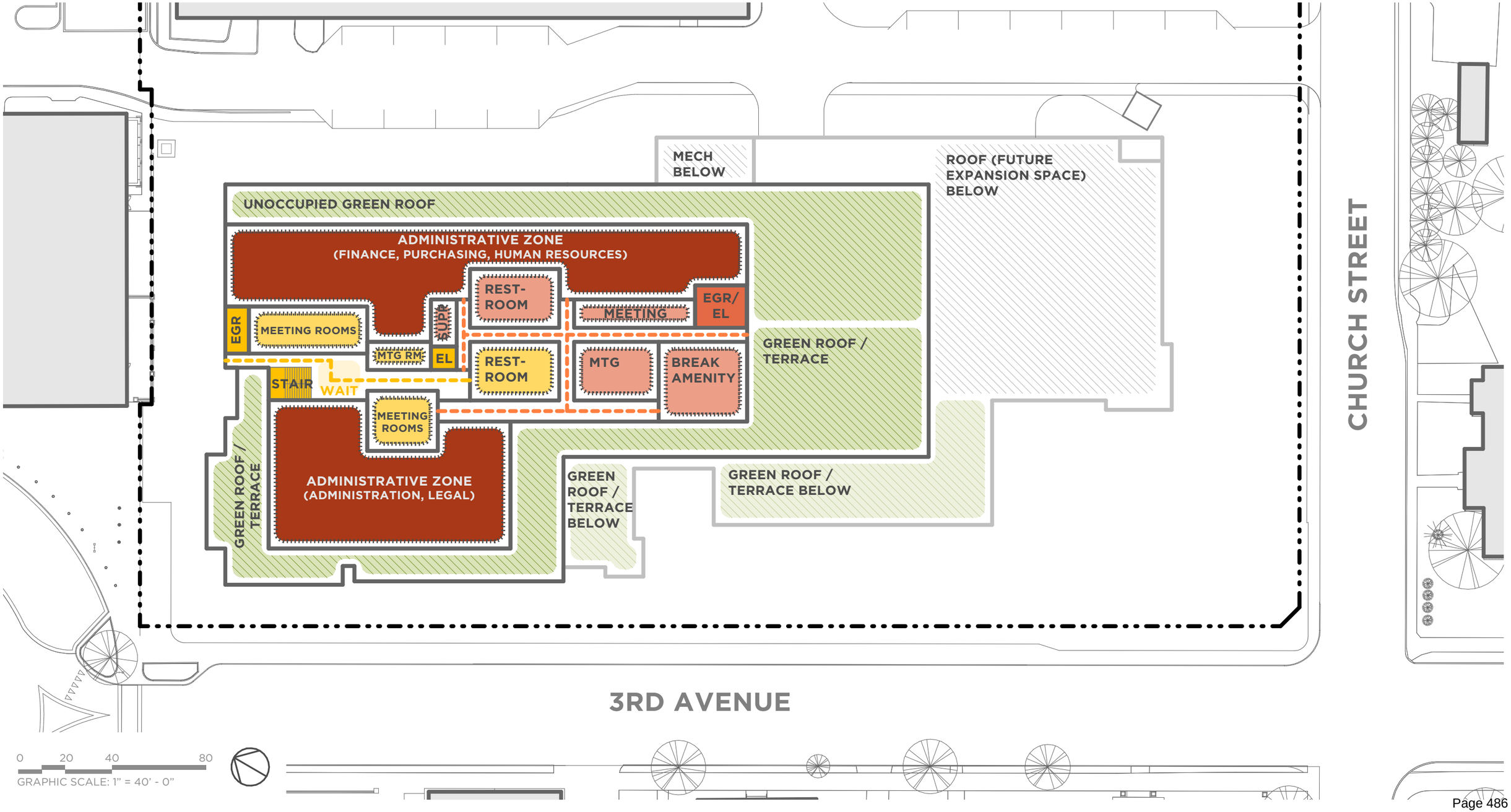
- Monumental stair and public elevator provide access to the Administrative Zone on the Third Floor
- The setback of the Third Floor provides green roof opportunities overlooking Public Square and Third Avenue
- Visitors are greeted by a person at a service counter in an open and inviting waiting area
- A variety of meetings spaces are provided within the public zone to accommodate different types of meetings

STAFF ZONE & CIRCULATION

- Maintain separate staff circulation from the public circulation
- A central breakroom for all staff with access to the green roof is located on this floor to draw staff to the Third Floor and promote a sense of community among all departments
- Office areas are located along the building perimeter to allow ample access to daylight and views
- The building setbacks provide opportunities for green roofs and terraces overlooking Third Avenue and the proposed open space on the corner of Third Avenue and Church Street
- Separate public and staff restrooms



03 THIRD FLOOR DIAGRAM



SITE OPPORTUNITIES

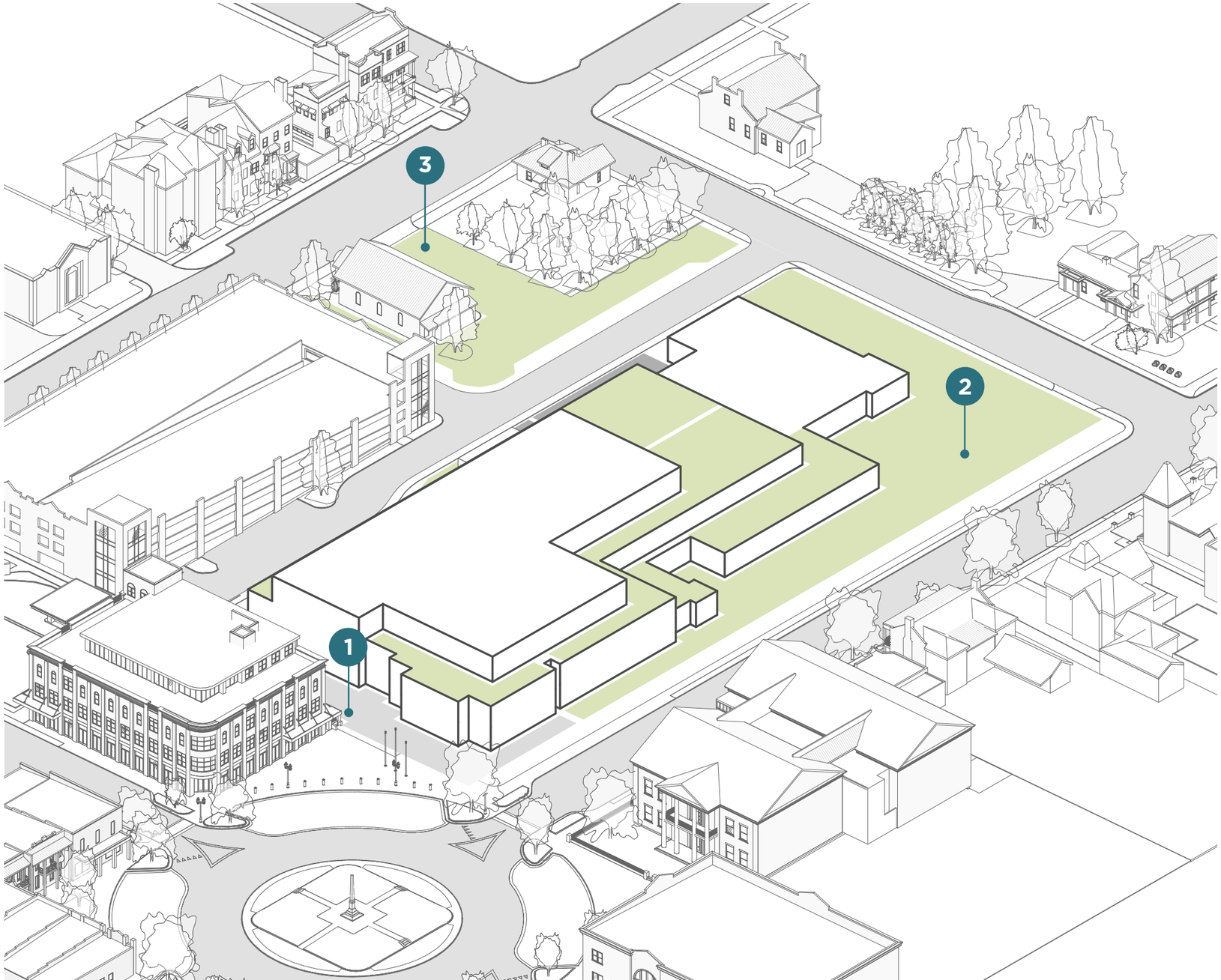
SUMMARY

There are three main site design focus areas identified in the conceptual Masterplan. A summary of each area is described below and labeled on the key plan to the right.

1 **Area 1** consists of the entry plaza to the building facing Public Square, the pedestrian connector to the Second Avenue parking garage, and the portion of the alley that runs between City Hall and the Second Avenue parking garage.

2 **Area 2** is the large open space preserved on the corner of Third Avenue and Church Street to provide opportunities of outdoor gathering, activity, and respite for the community. Preserving open space on the site contributes to the sustainability goals of the project while providing a vital amenity for the residents, neighboring businesses, and visitors in downtown Franklin.

3 **Area 3** is a small courtyard adjacent to the historic Pull Tight theater. This courtyard is called the D.B. Cliffe garden in remembrance of the community flower garden maintained by the Cliffe family for three generations in downtown Franklin on Second Avenue where the parking garage stands today.



CHURCH
MASONIC HALL
CHURCH
BROWNSTONES

2ND AVENUE

MAIN STREET

2ND AVENUE PUBLIC PARKING GARAGE
PULL-TIGHT THEATRE
202 CHURCH
GARDEN
LOADING & FACILITIES ACCESS
PEDESTRIAN ALLEY
SECURE SUB-GRADE PARKING ENTRY
LOADING
PEDESTRIAN CONNECTION
231 PUBLIC SQUARE
PEDESTRIAN PROMENADE
PLAZA
COURT-YARD
PARK
PUBLIC SQUARE
GRAPHIC SCALE: 1" = 30' - 0"

CHURCH STREET

GALLERY 202
203 3RD AVE
204 3RD AVE

3RD AVENUE

305 MAIN STREET (HISTORIC COURTHOUSE)
114 3RD AVE
PRIVATE RESIDENCE

SITE OPPORTUNITIES

LANDSCAPE PLAN

1

Area 1 consists of the entry plaza to the building facing Public Square, the pedestrian connector to the Second Avenue parking garage, and the portion of the alley that runs between City Hall and the Second Avenue parking garage.

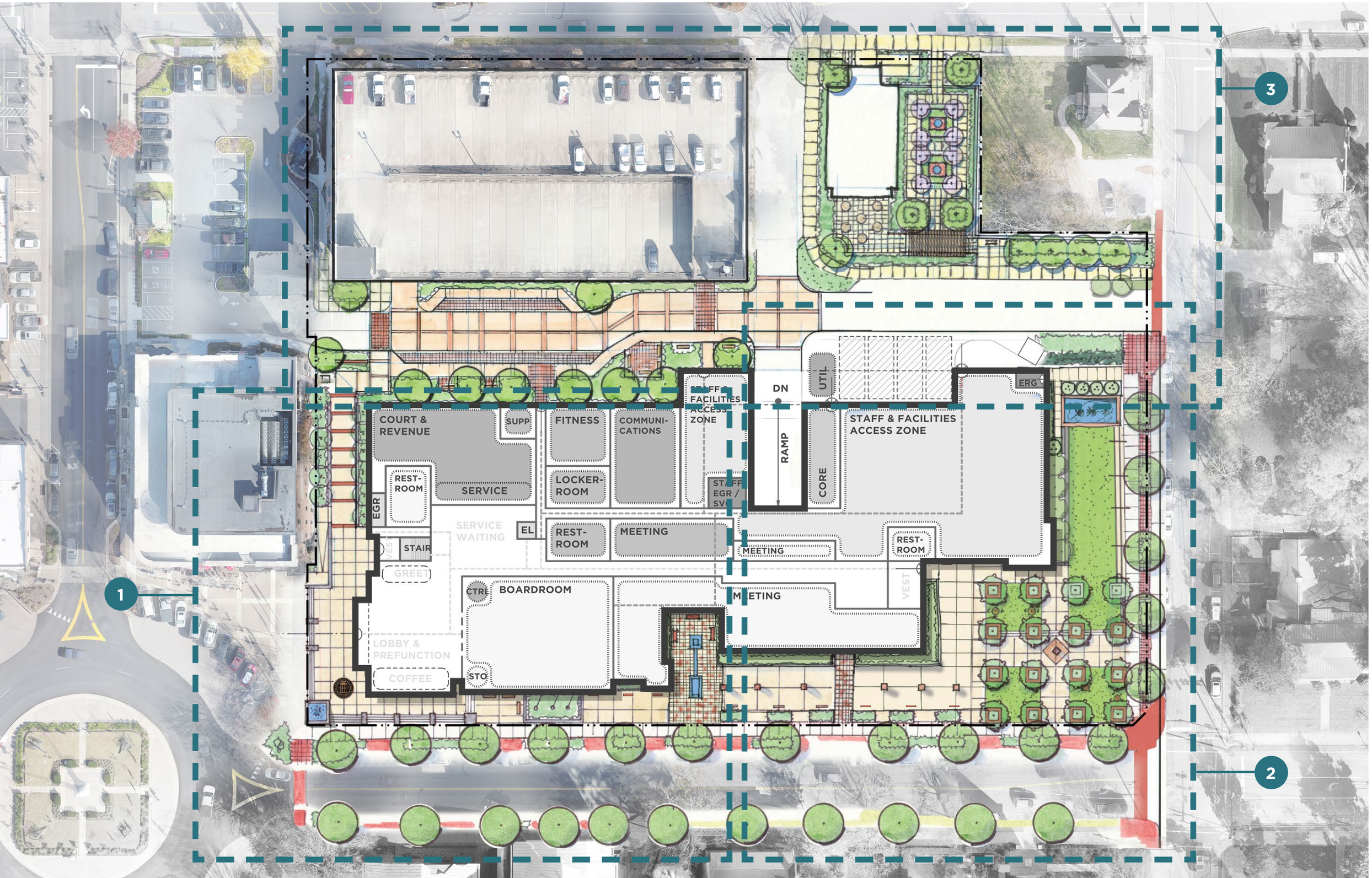
2

Area 2 is the large open space preserved on the corner of Third Avenue and Church Street to provide opportunities of outdoor gathering, activity, and respite for the community. Preserving open space on the site contributes to the sustainability goals of the project while providing a vital amenity for the residents, neighboring businesses, and visitors in downtown Franklin.

3

Area 3 is a small courtyard adjacent to the historic Pull Tight theater. This courtyard is called the D.B. Cliffe garden in remembrance of the community flower garden maintained by the Cliffe family for three generations in downtown Franklin on Second Avenue where the parking garage stands today.

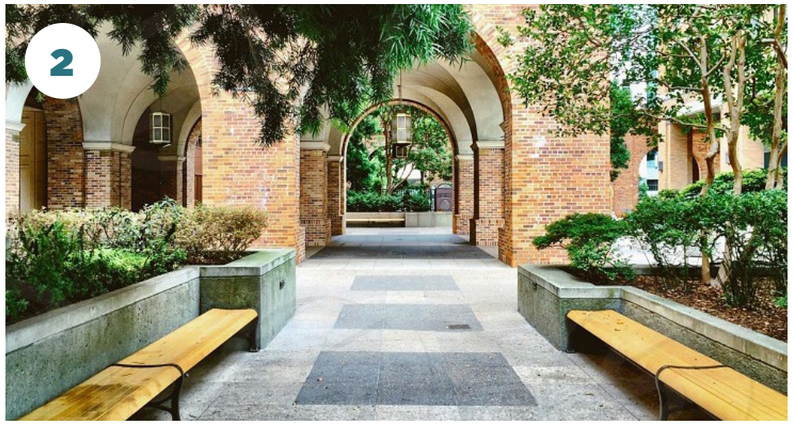



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COURT & REVENUE
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SERVICE
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STAFF & FACILITIES ACCESS ZONE
STAFF EGR / SVC
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MEETING
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COFFEE
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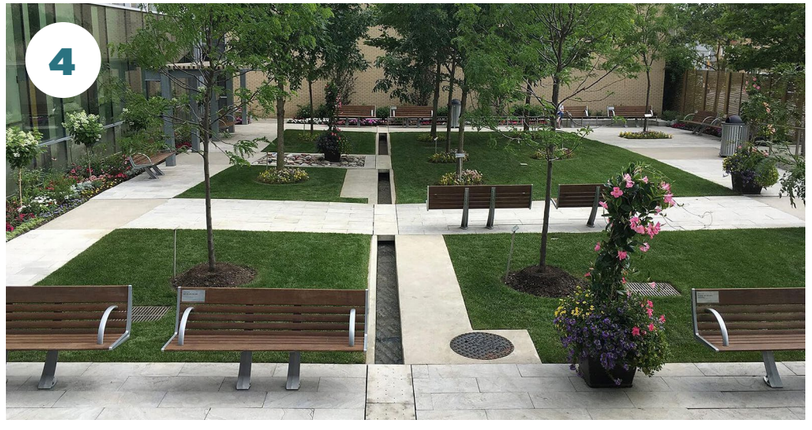
SITE OPPORTUNITIES

CASE STUDY IMAGES



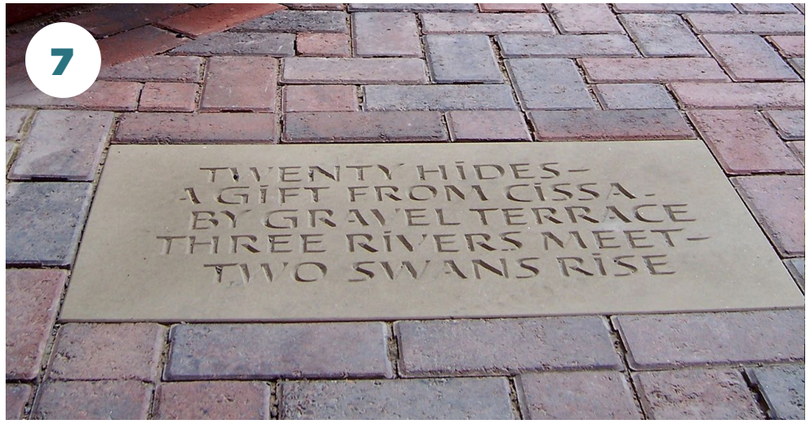




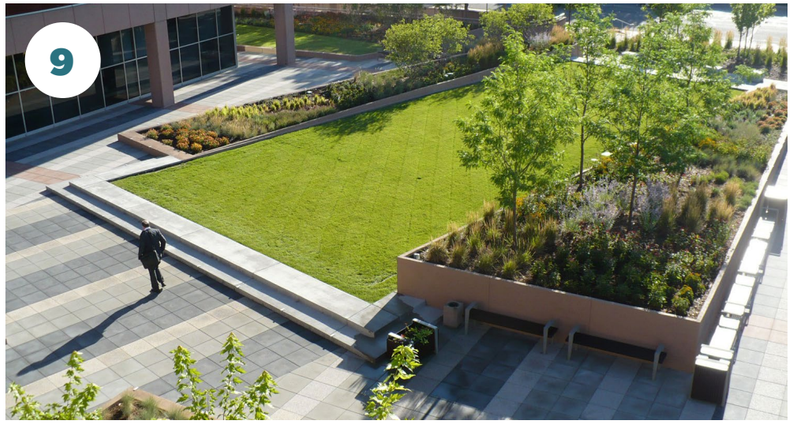


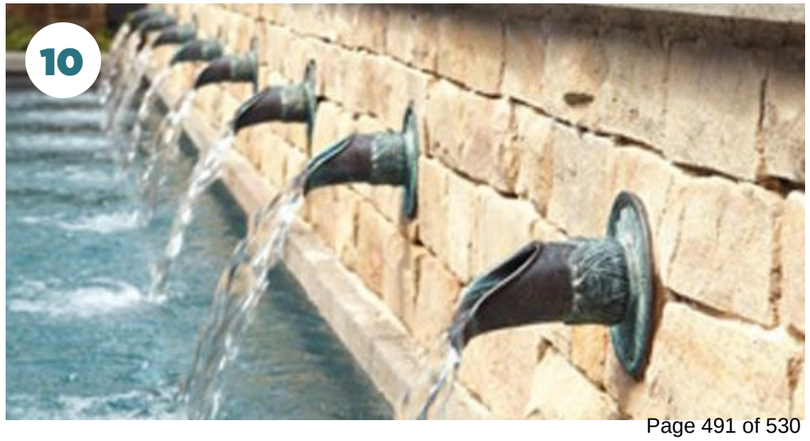






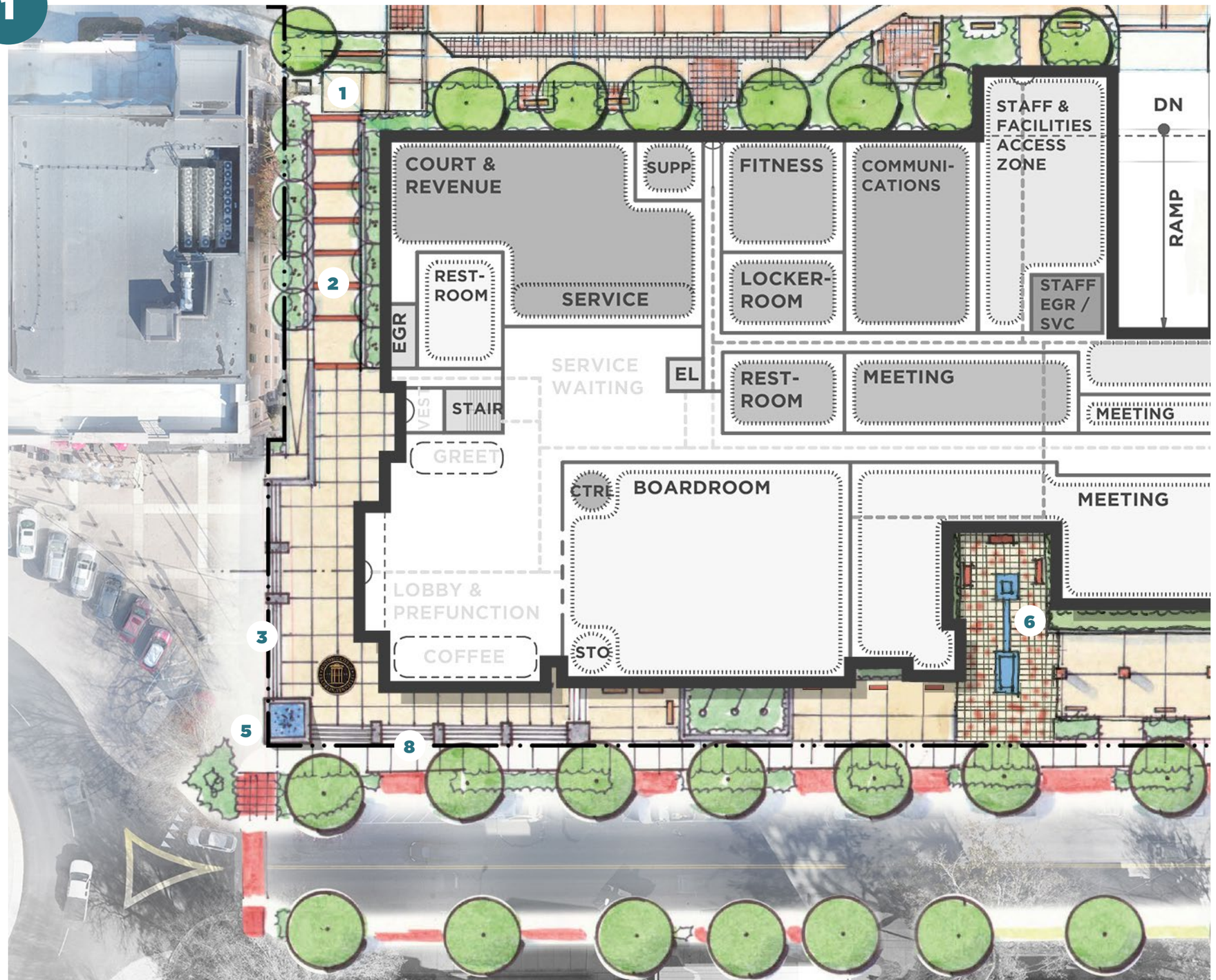






ENLARGED AREA PLANS

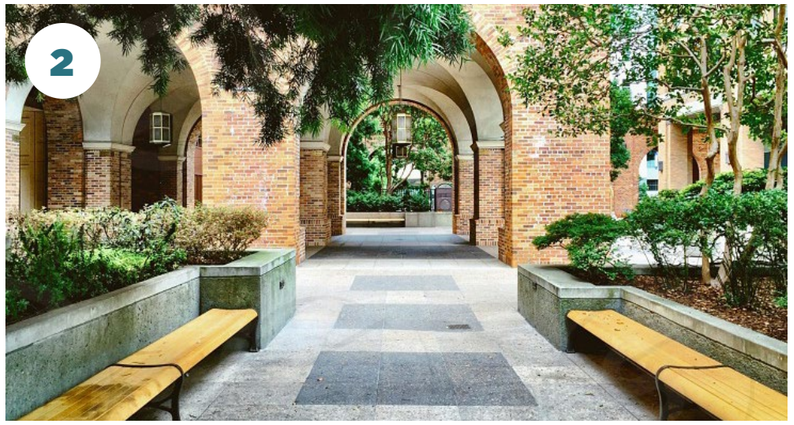
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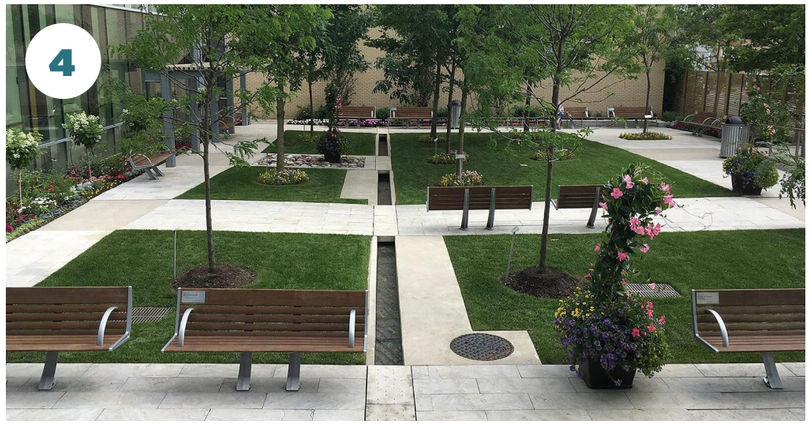
SITE OPPORTUNITIES

CASE STUDY IMAGES



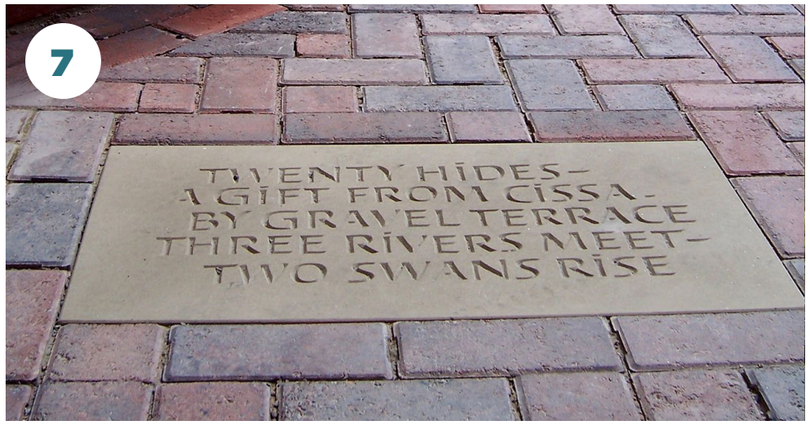




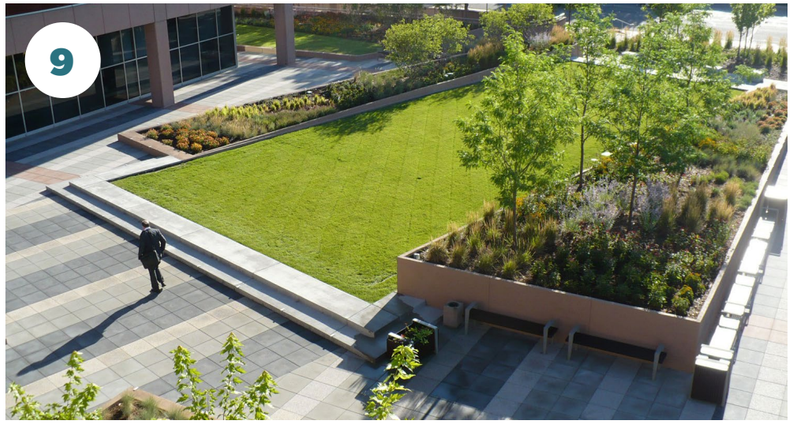


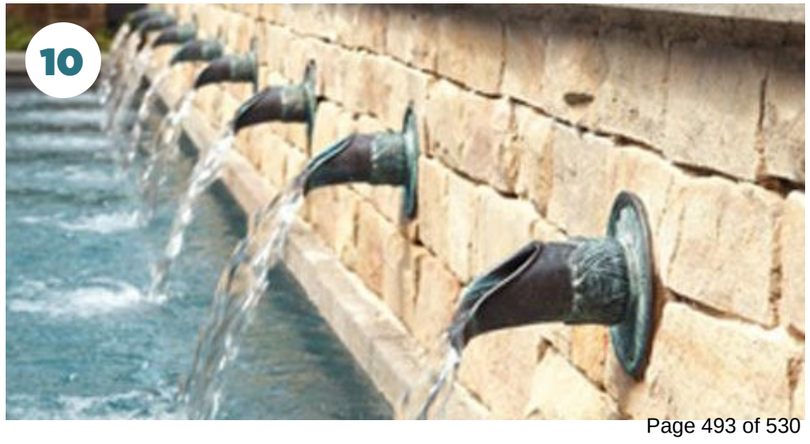






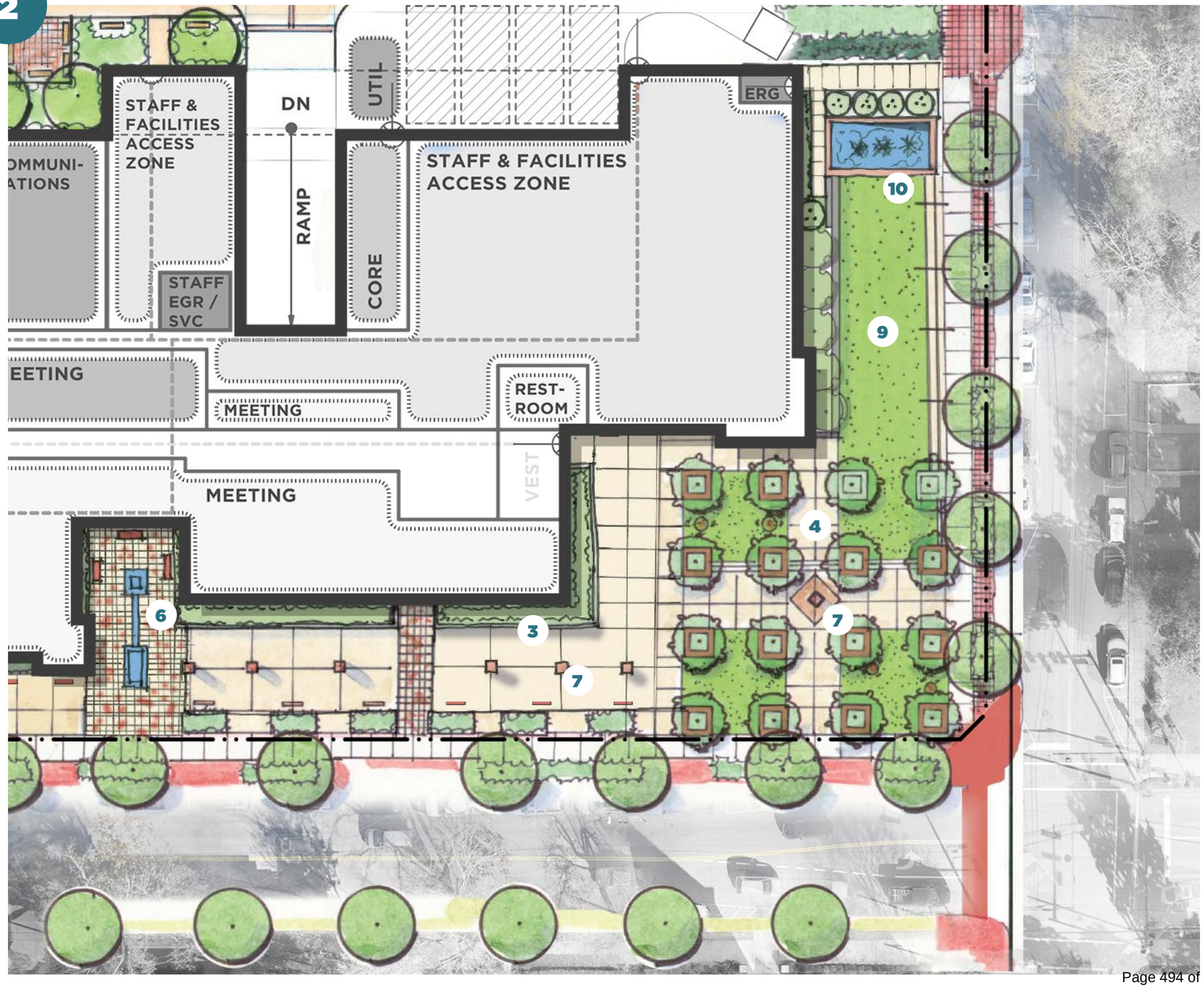






ENLARGED AREA PLANS

2



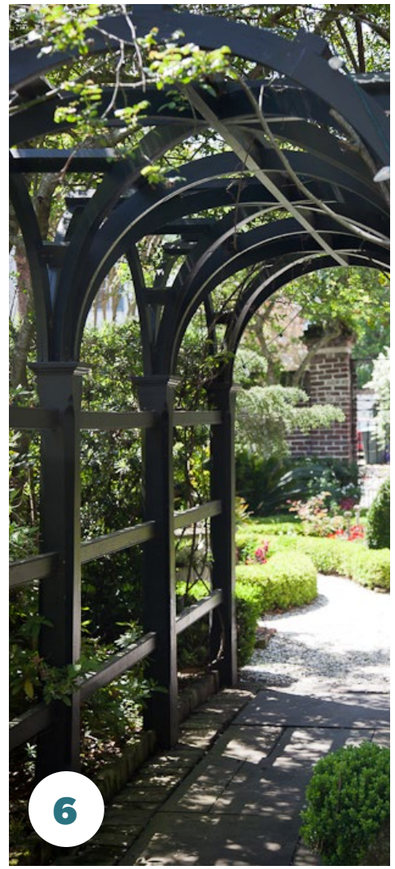
SITE OPPORTUNITIES

CASE STUDY IMAGES







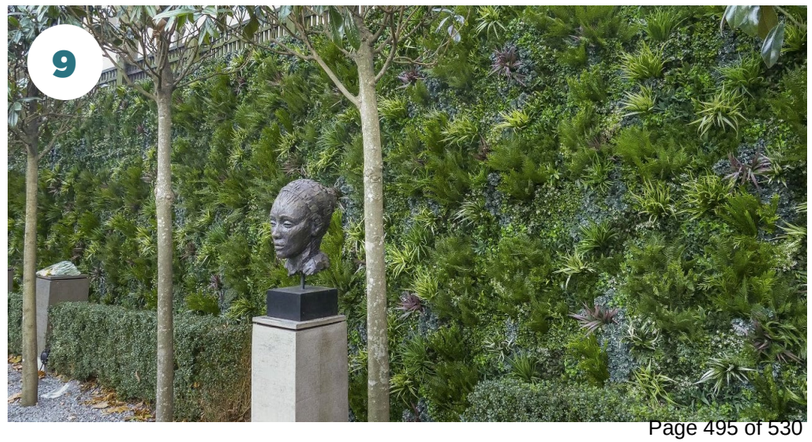








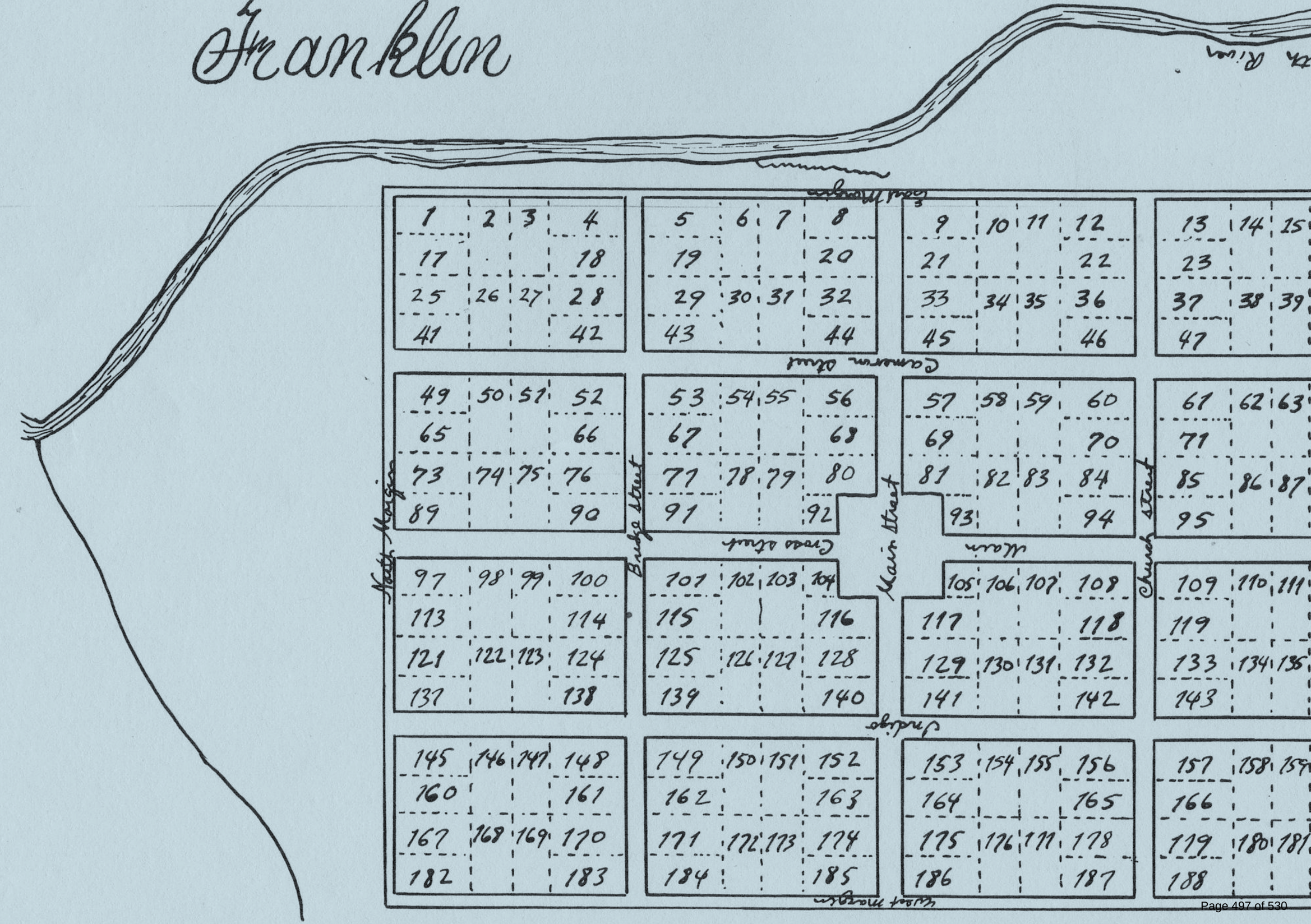


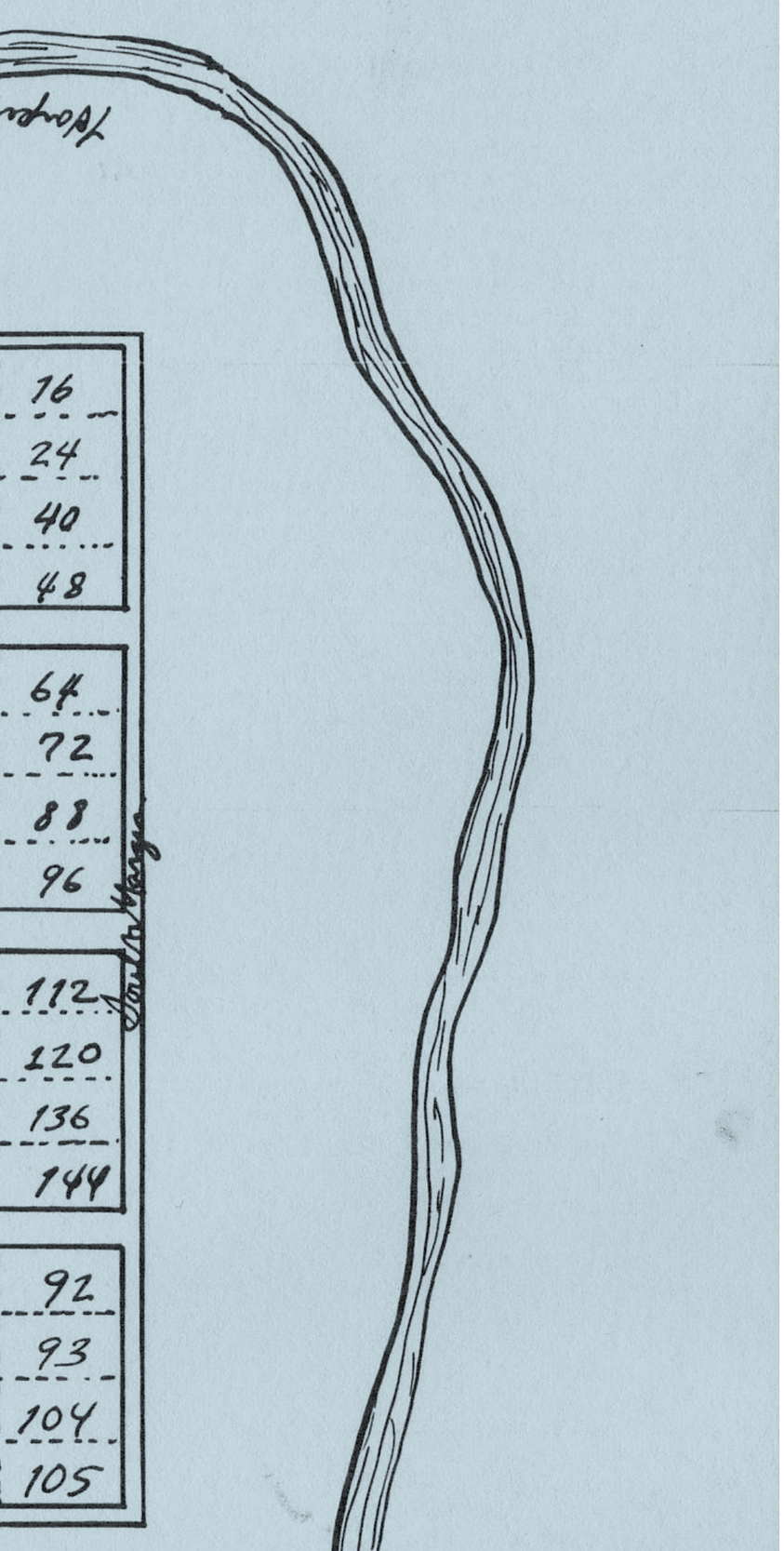


ENLARGED AREA PLANS



Franklin


Main Street
Bridge Street
Church Street
Cross Street
Maple Street
Elm Street
Pine Street
Oak Street
Cedar Street
North Main
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15
17 18 19 20 21 22 23
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39
41 42 43 44 45 46 47
49 50 51 52 53 54 55 56 57 58 59 60 61 62 63
65 66 67 69 70 71
73 74 75 76 77 78 79 80 81 82 83 84 85 86 87
89 90 91 92 93 94 95
97 98 99 100 101 102 103 104 105 106 107 108 109 110 111
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THE VISION: COMPLETING THE SQUARE

Preliminary Master Plan

- Design Highlights

Preliminary Building Massing

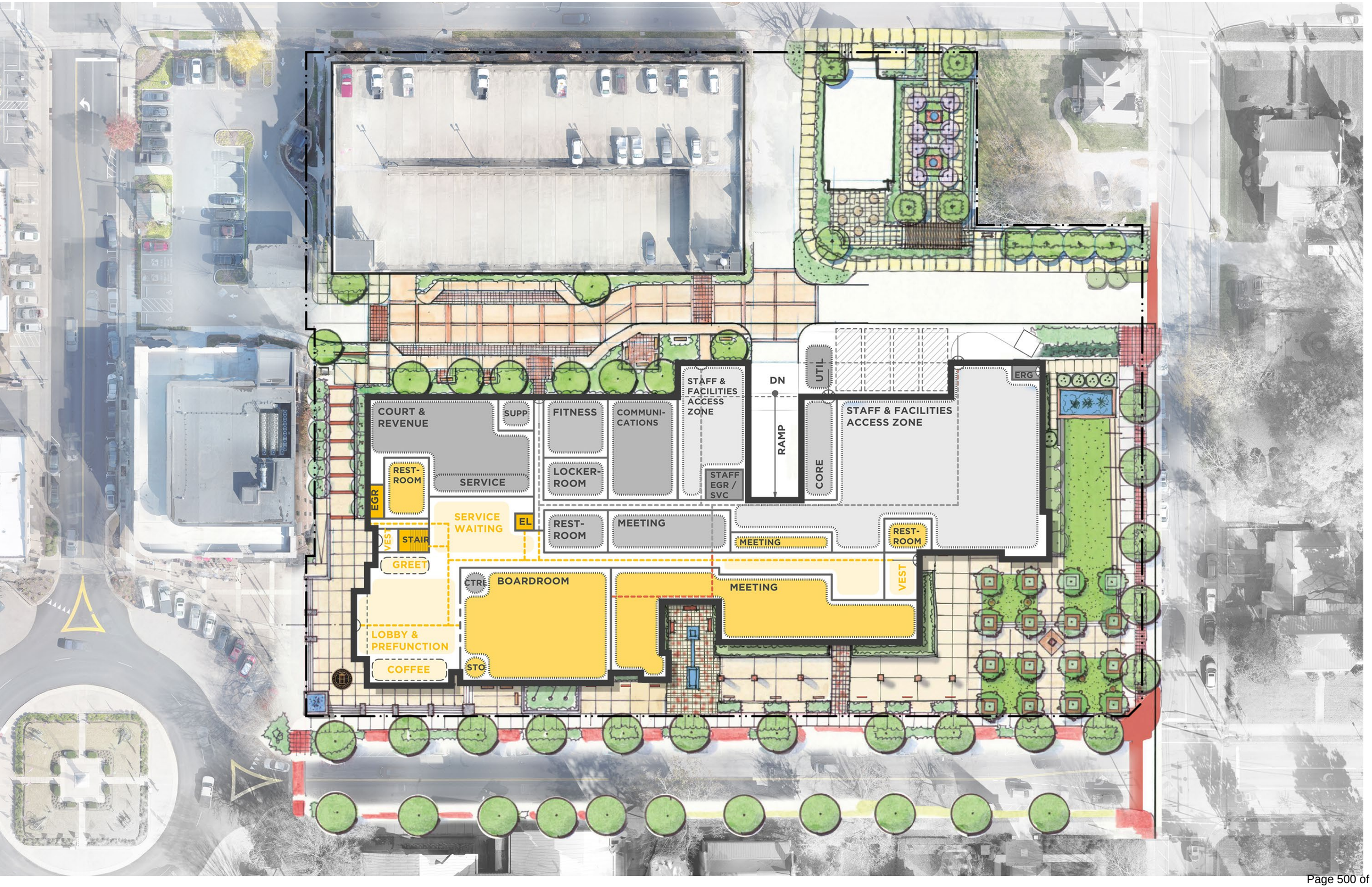
Master Plan Community Feedback Results

PRELIMINARY MASTER PLAN

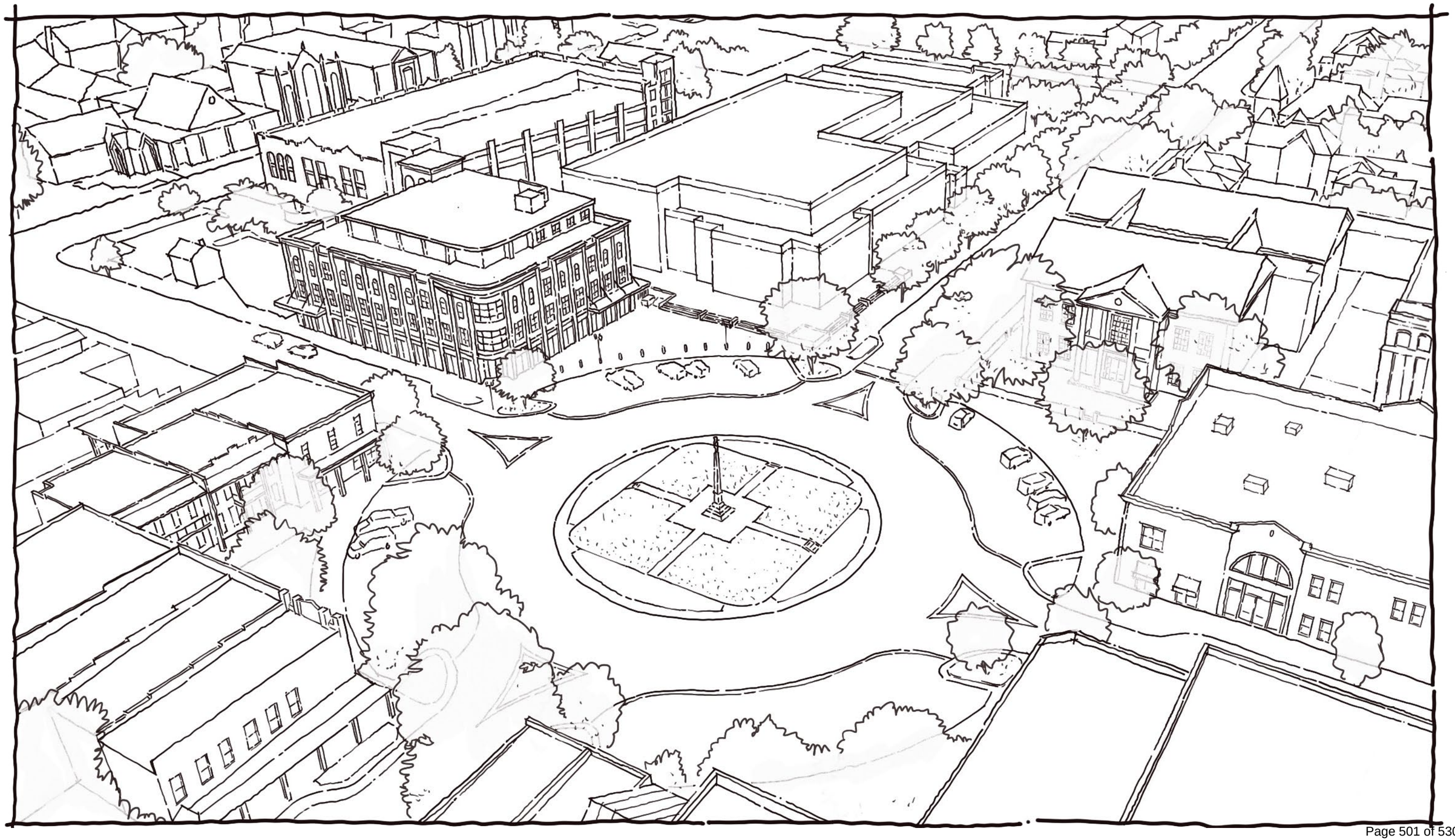
DESIGN HIGHLIGHTS

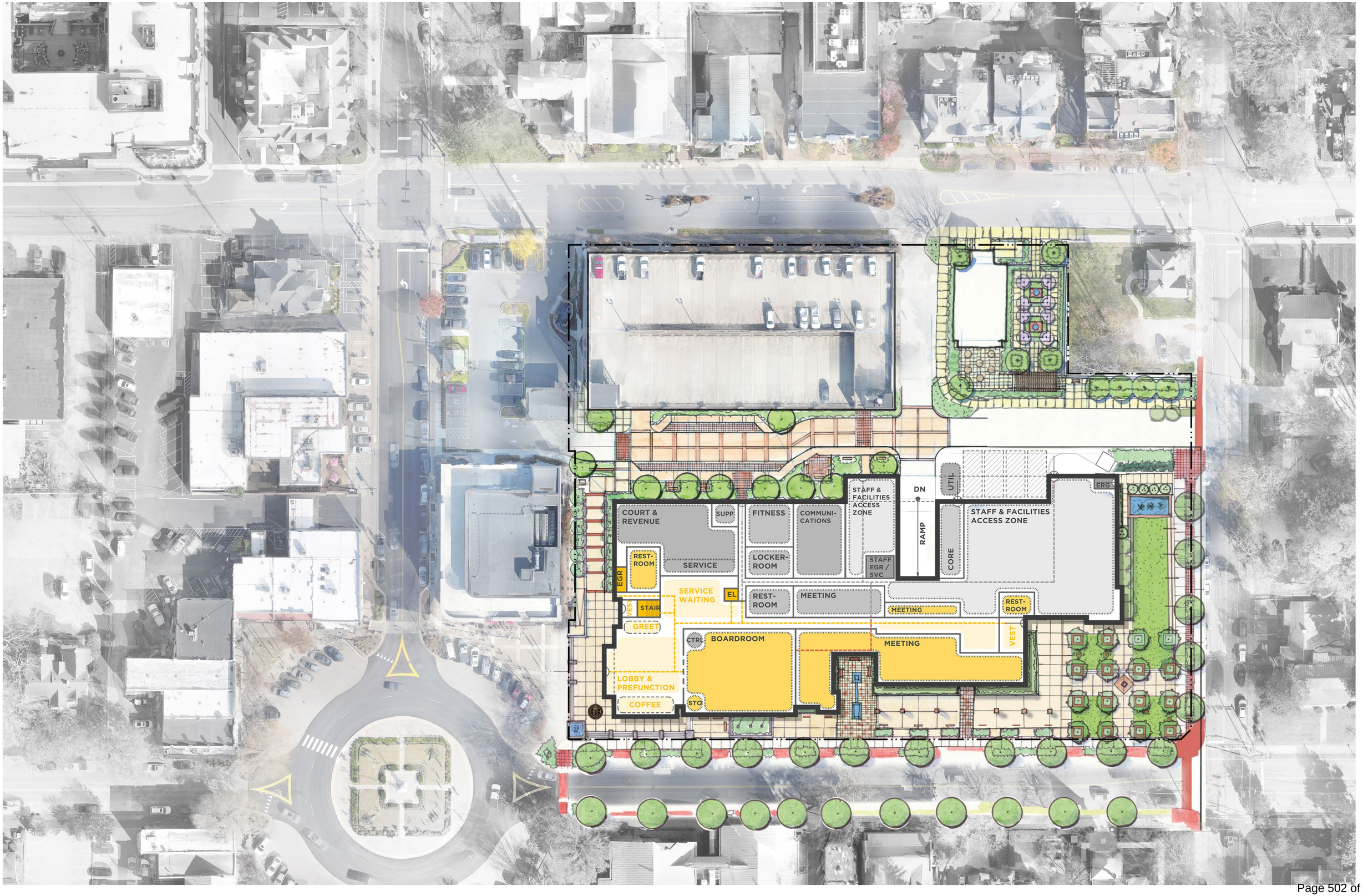
- A well-lit, secure sub-grade parking garage providing 200+ parking spaces, in addition to the 299 parking spaces provided by the existing parking garage.
- Supplemental parking spaces are provided along internal alleyways
- A variety of interior community meeting spaces are provided on the ground level of the building
- A variety of outdoor community amenity spaces are proposed – pocket park, lawn, plazas, small courtyards, and green roofs
- Opportunities for public art are identified in the plan
- Two locations for public restrooms are proposed on the ground level. One location that is accessible from the Square and one location accessible from the South end of the site
- The main entrance to the building is on Public Square. A plaza is proposed at the entry that aligns with the existing plaza in front of the Williamson County Courthouse.
- A wider, more inviting pedestrian corridor from the main entrance of Public Square to the existing Second Avenue garage
- The front wall of City Hall is in line with the front wall of the Williamson County Courthouse
- A welcoming, open monumental stair is proposed in the main Lobby to visually connect the floors of the building and make the departments easily accessible to the service functions of each floor
- A double height Lobby with a coffee kiosk that is welcoming to visitors providing pre-function space for the Boardroom and opportunities for informational displays for visitors to Franklin
- Potential for future growth
- Contextually responds to the height, scale, and massing of Public Square, Third Avenue, and Church Street




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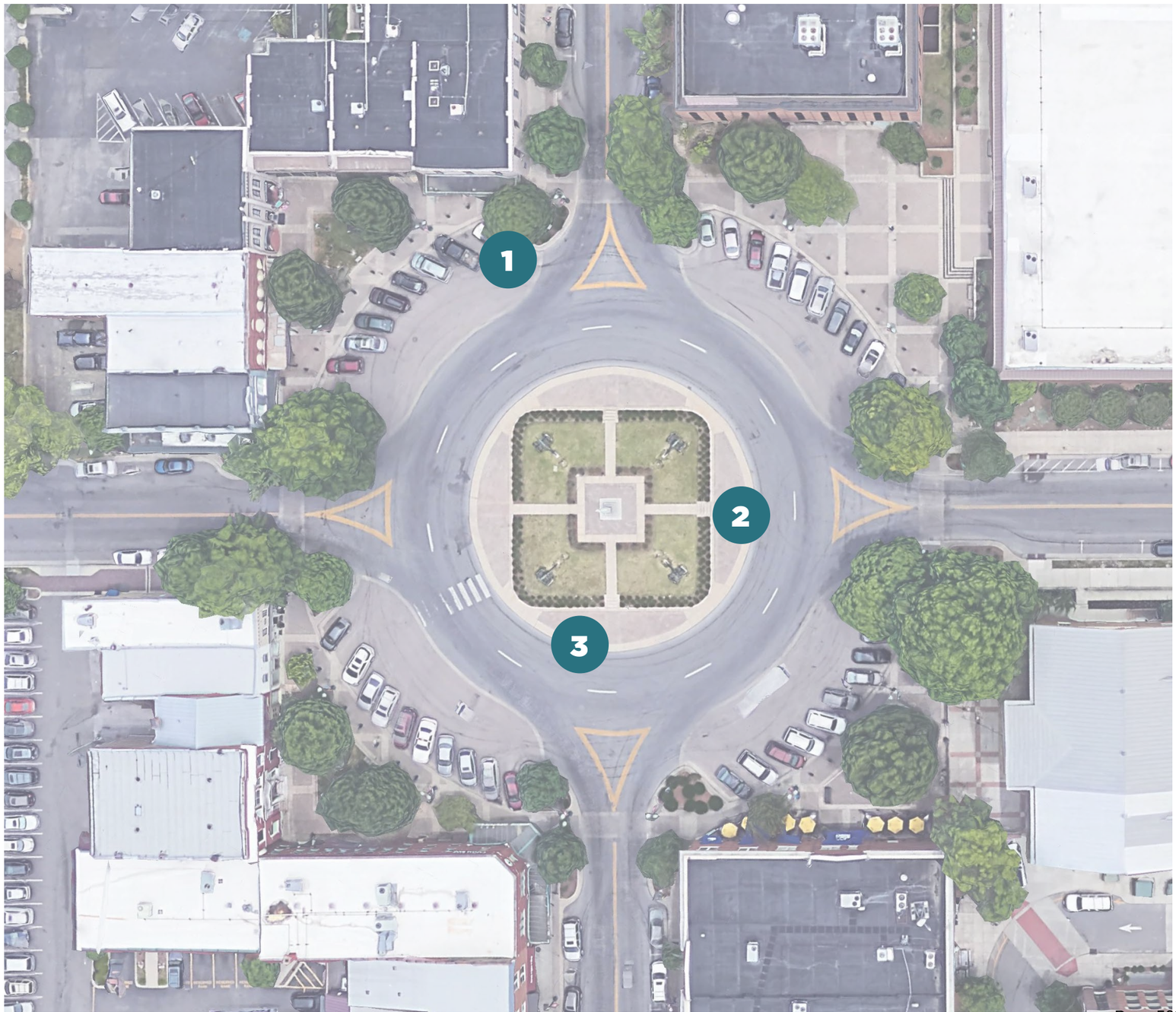
PRELIMINARY BUILDING MASSING

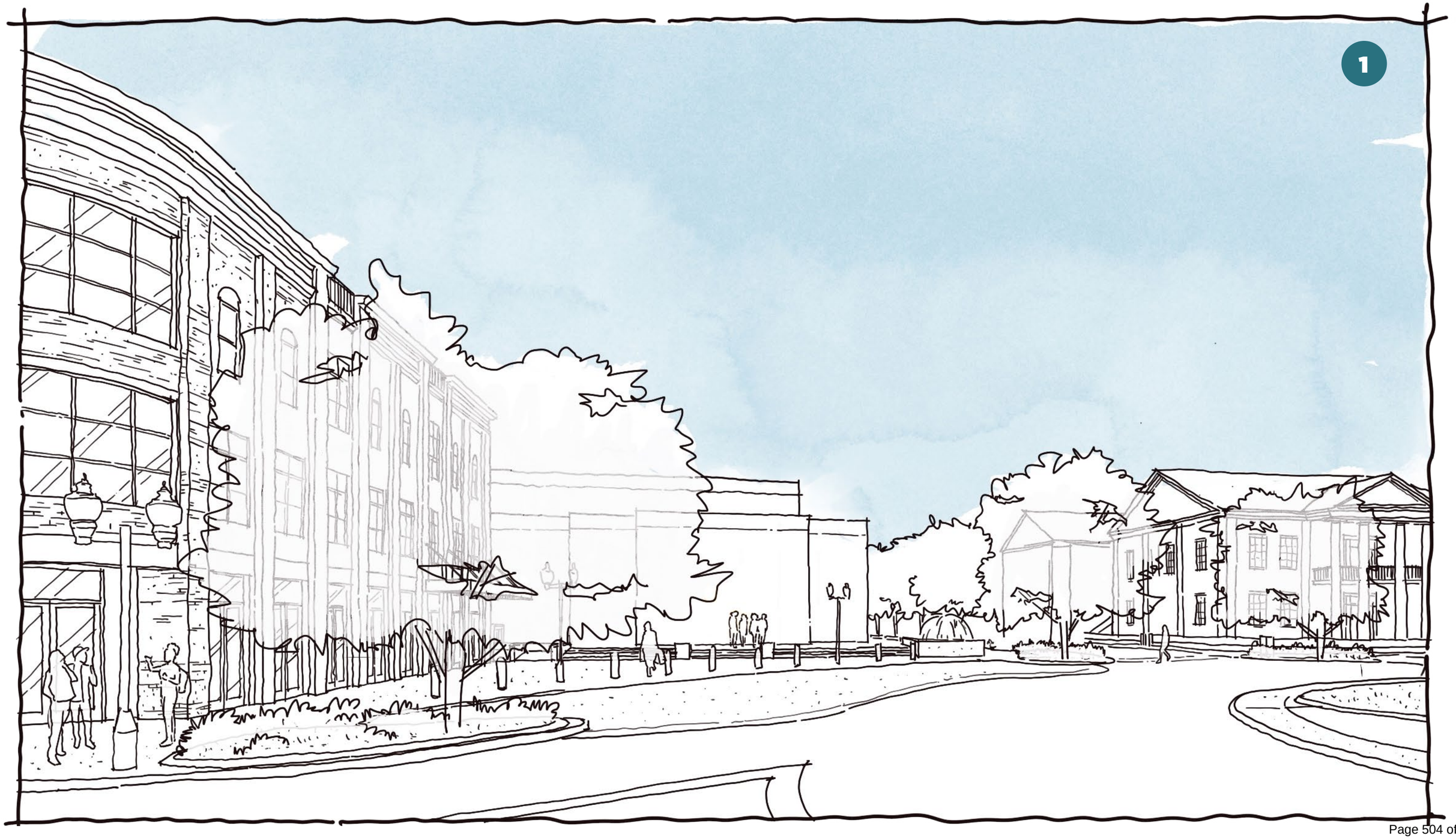



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PRELIMINARY BUILDING MASSING

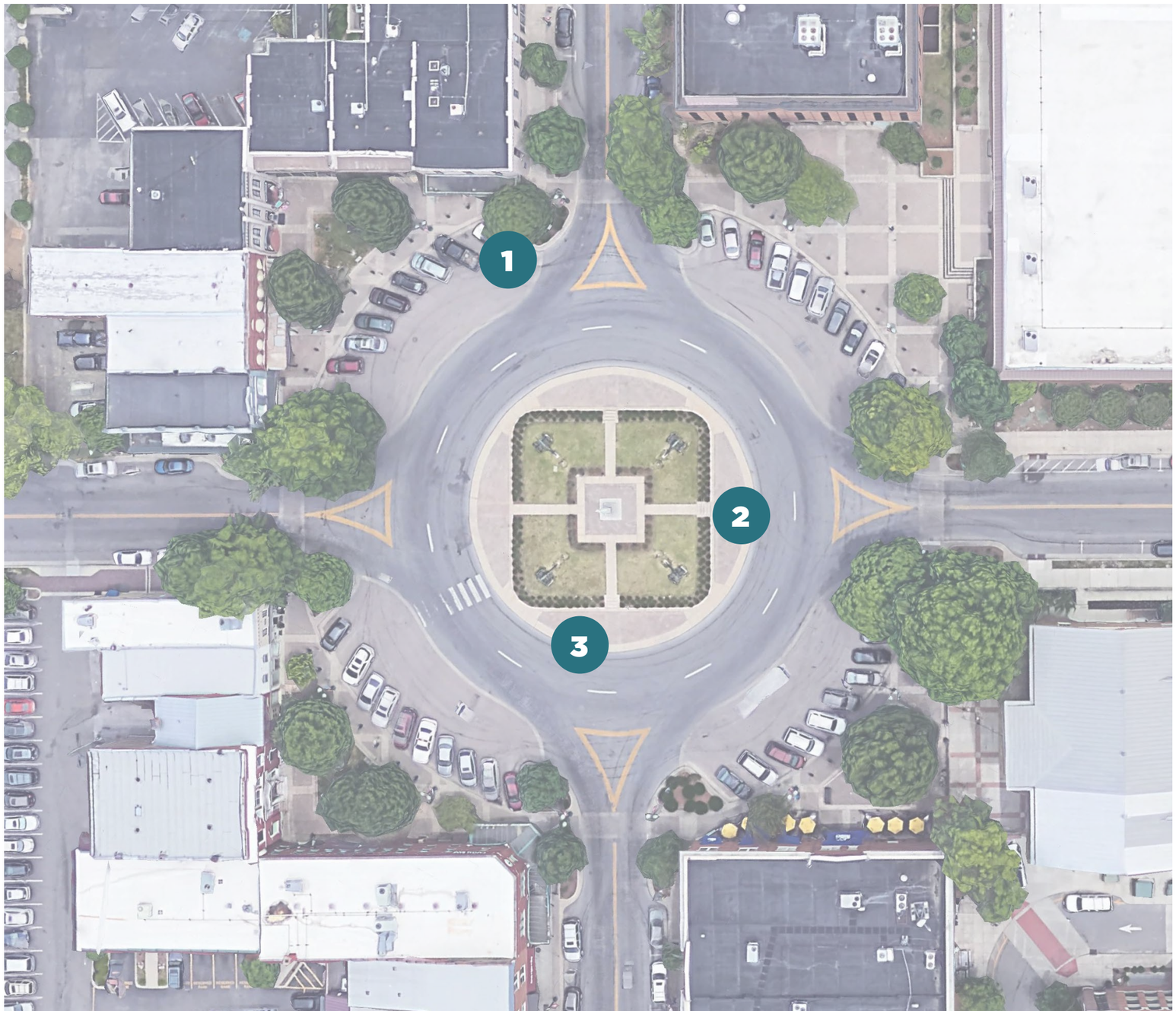
PEDESTRIAN PERSPECTIVES

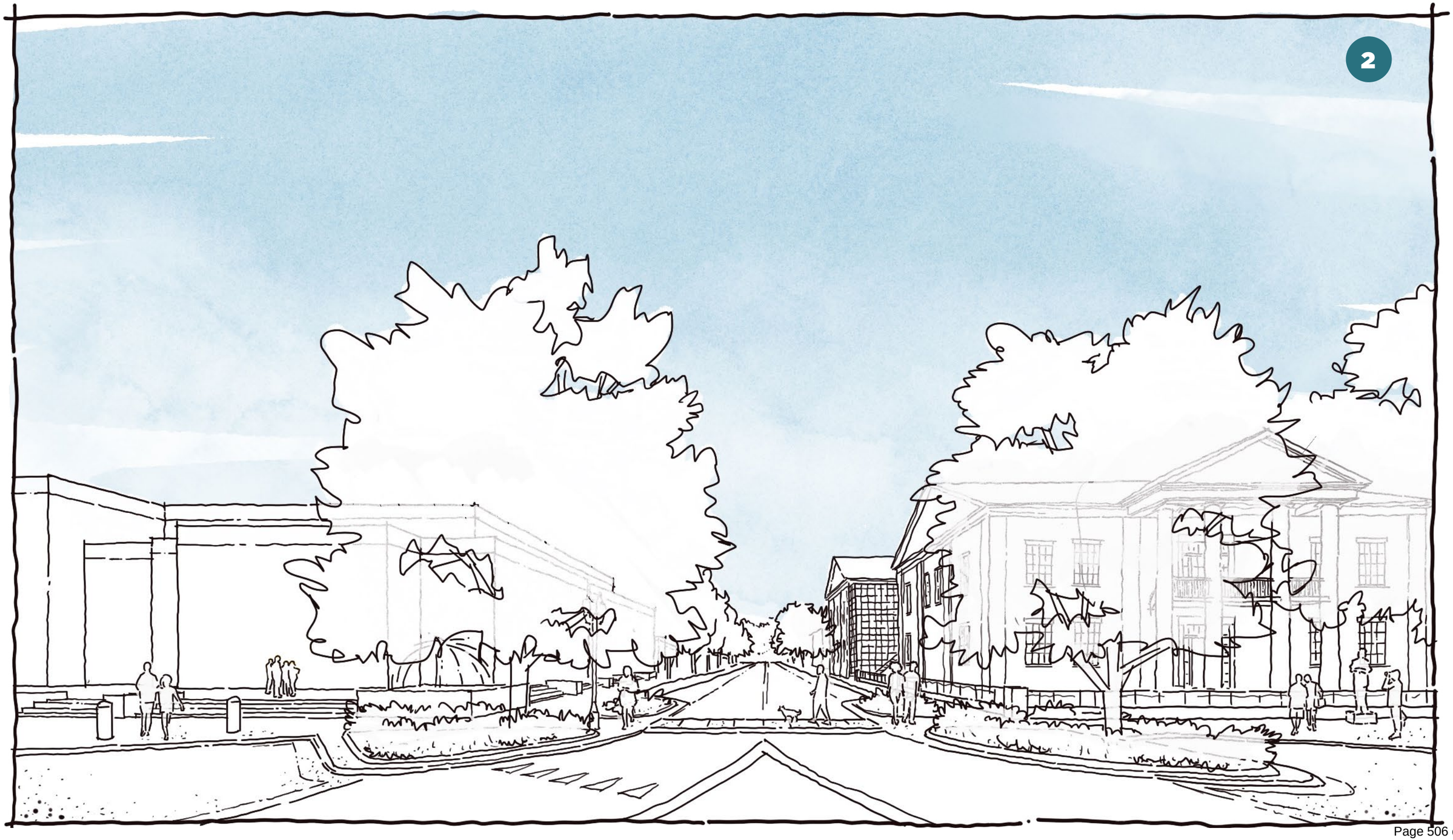



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PRELIMINARY BUILDING MASSING

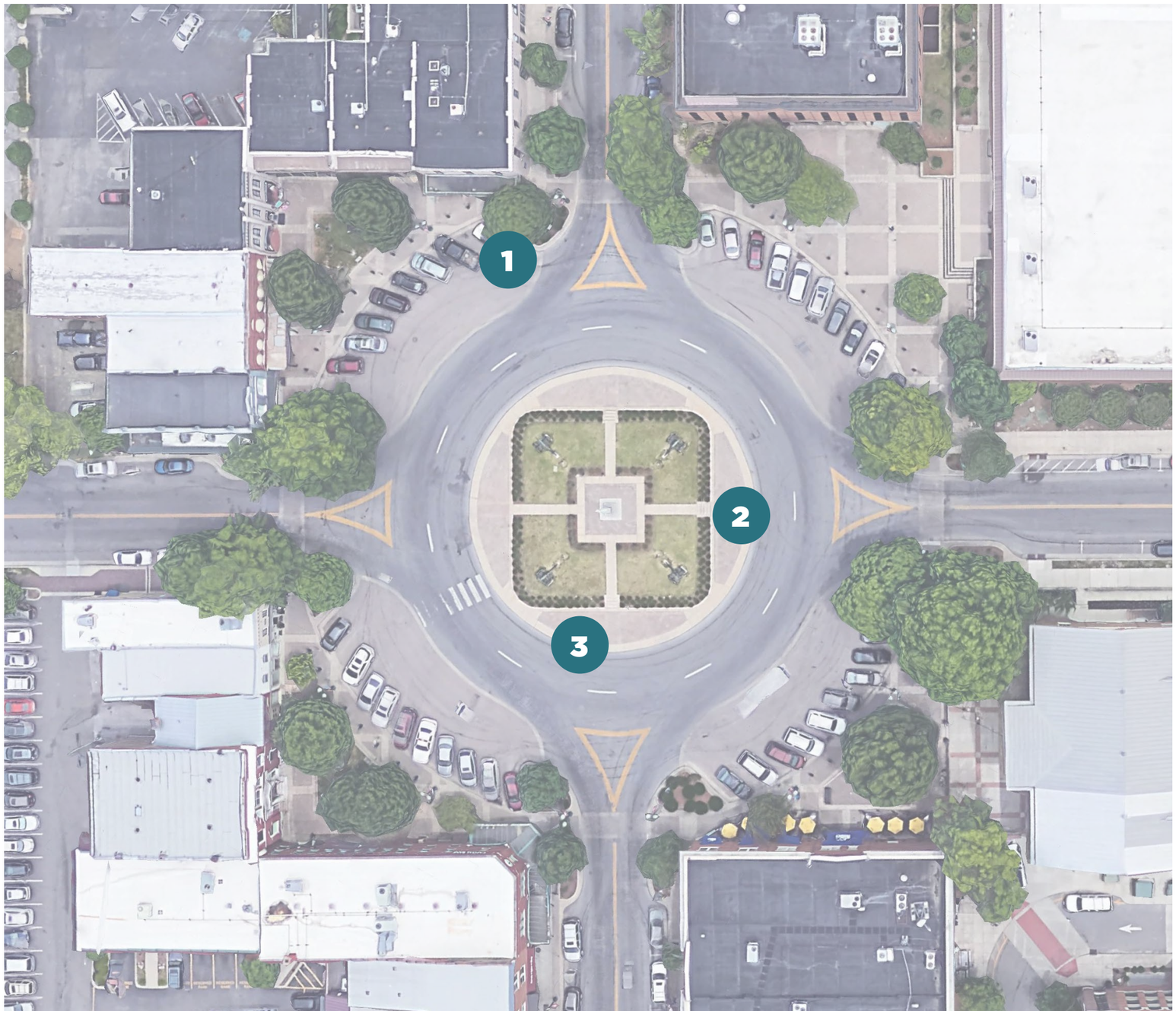
PEDESTRIAN PERSPECTIVES

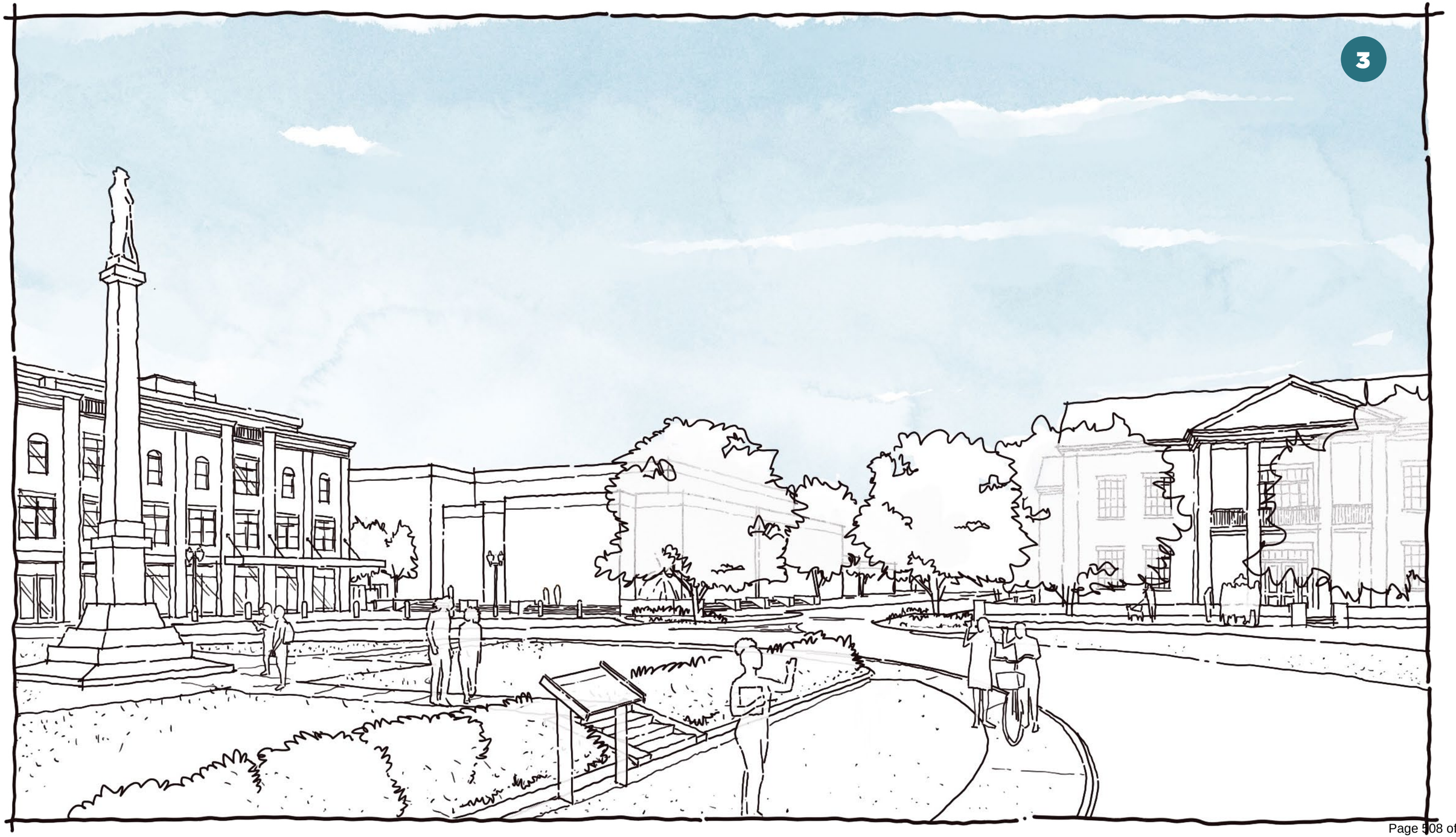



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PRELIMINARY BUILDING MASSING

PEDESTRIAN PERSPECTIVES



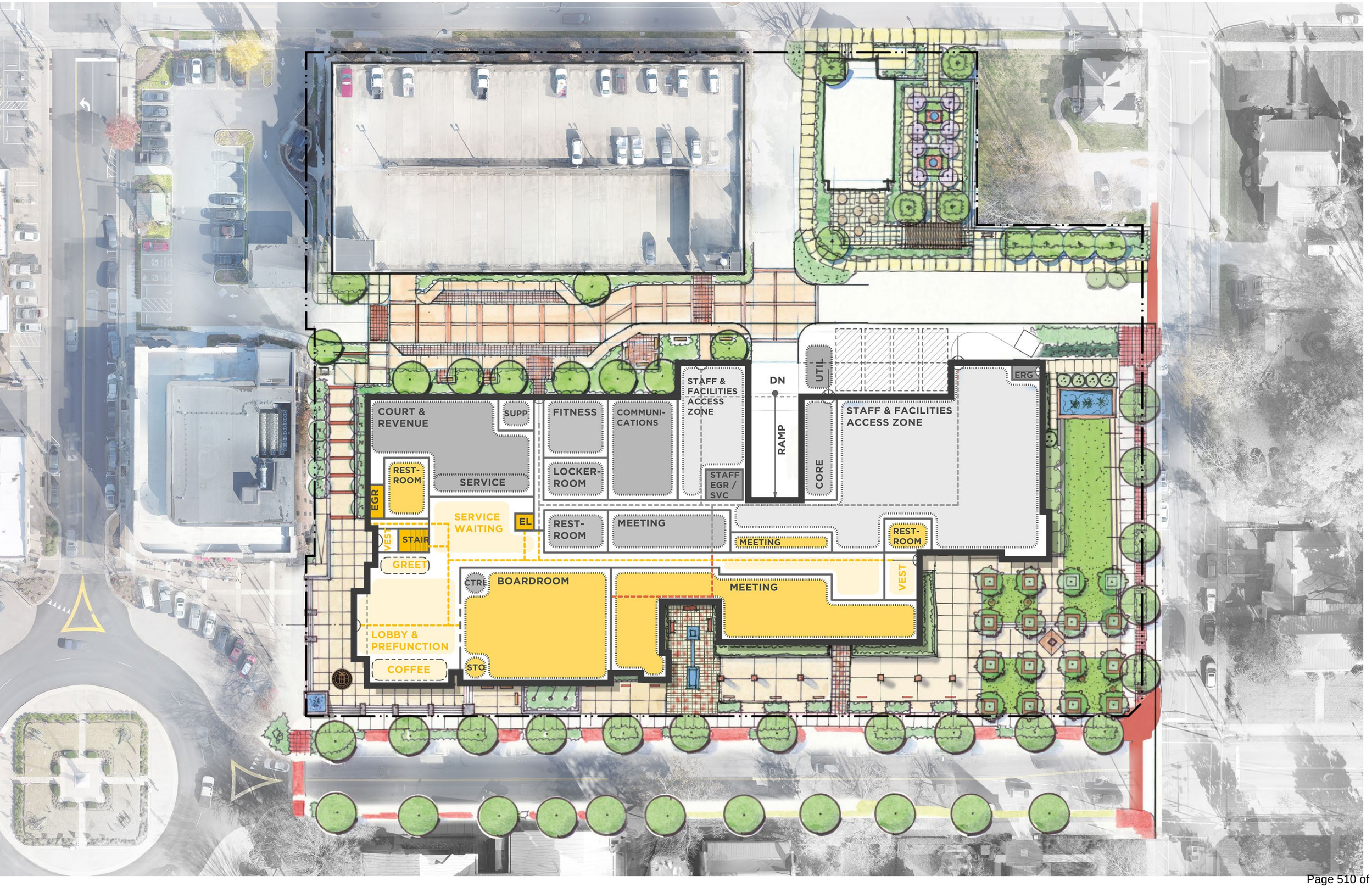


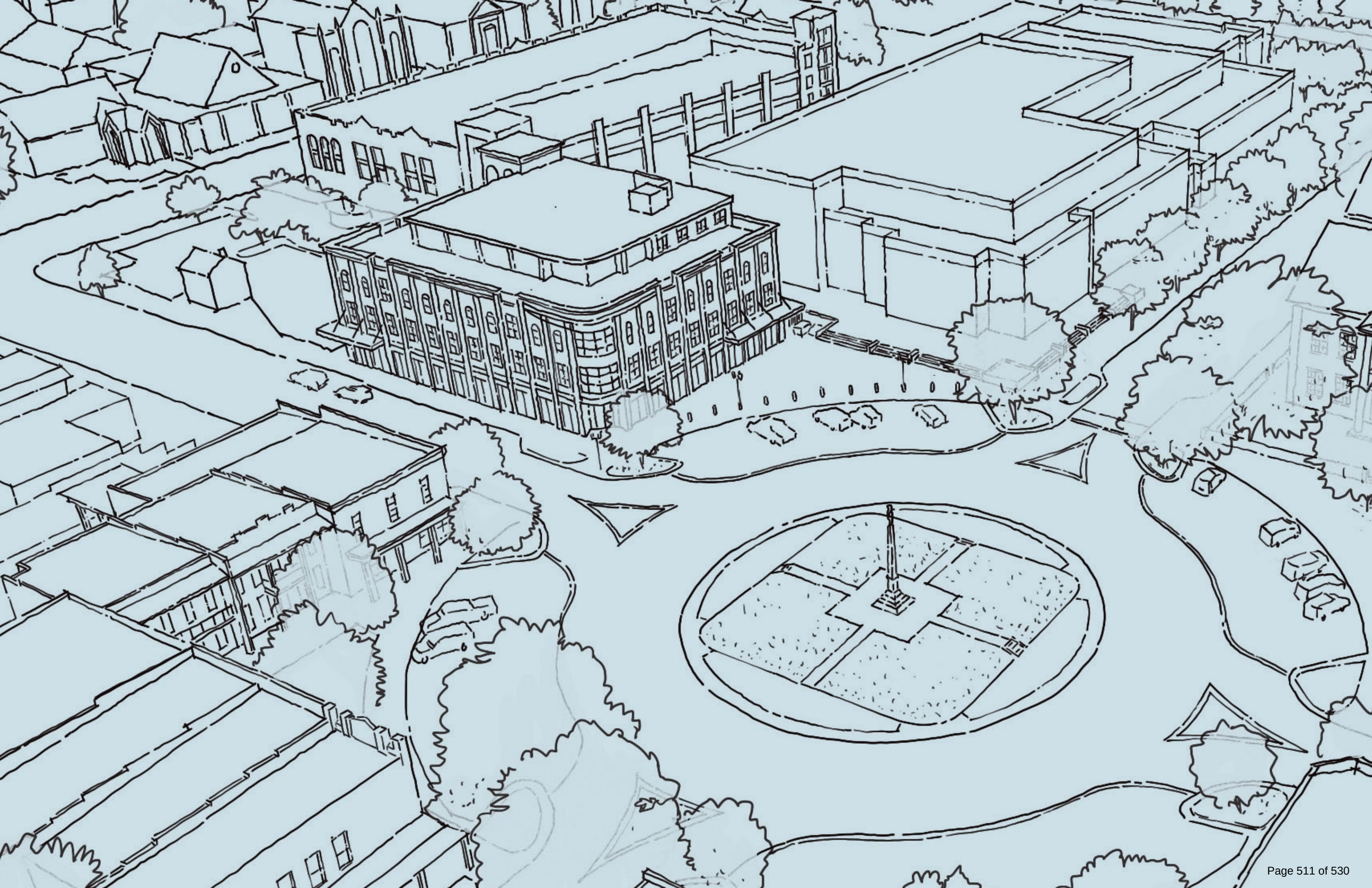
MASTER PLAN COMMUNITY FEEDBACK RESULTS

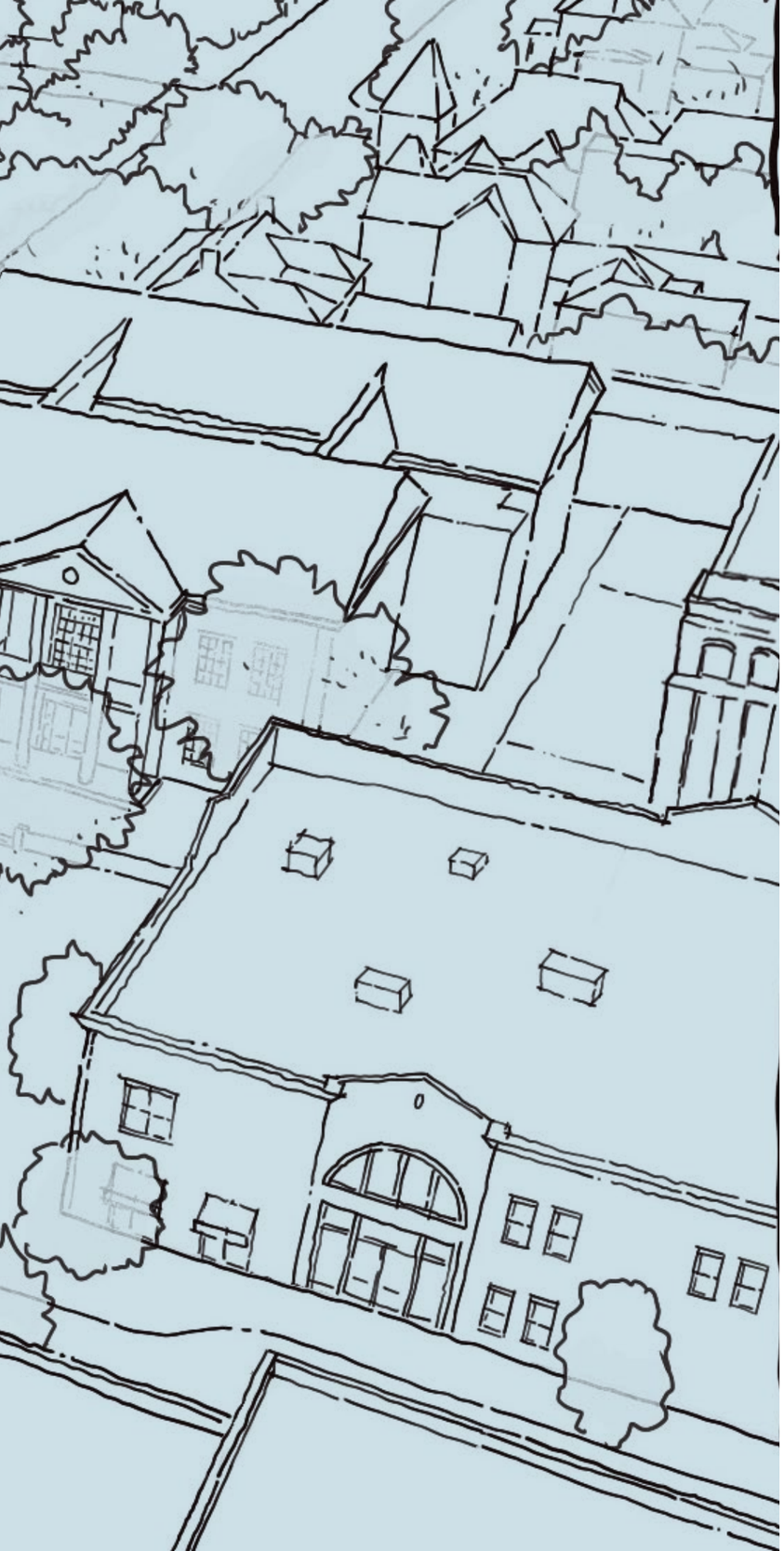
After the release of the Preliminary Masterplan, an online survey was hosted on the project website to gauge the community's satisfaction with the preliminary Masterplan. The survey results show that 134 people took the survey and of these 134 people, ***90.47% responded that they are very satisfied or satisfied with the direction the new City Hall is headed.*** *In addition to the survey, feedback was solicited through additional virtual and in-person public meetings which included a meeting with Franklin's Historic Design Review Committee, a Large Family Room Virtual Chat with the general public, two BOMA Worksession meetings, and a Joint Conceptual Workshop with BOMA and the Franklin Municipal Planning Commission. The results from the feedback received during the final round of Community Engagement are listed below.*

- There is strong support for the direction the new city hall is headed.
- The proposed form, massing, and scale for the new city hall fits well on the Square.
- Architectural style and detailing should be traditional to complement the historic Public Square (to be designed in Phase II, Schematic Design).
- The inclusion of the sub-grade parking is widely supported.
- The incorporation of sustainable design strategies to achieve LEED Silver is widely encouraged.
- Upper story building setbacks, rooftop terraces, as well as site amenities will be refined during Phase II, Schematic Design.




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STAIR
GREET
CTR
BOARDROOM
MEETING
VEST
LOBBY &
PREFUNCTION
COFFEE
STO





ACKNOWLEDGMENTS | PHASE 01 PROJECT TEAM

OHM STUDIO EIGHT DESIGN — ARCHITECTURE, CIVIL ENGINEERING, & PROJECT MANAGEMENT

BRANC — INTERIOR DESIGN

KV+D KISER VOGRIN DESIGN — LANDSCAPE ARCHITECTURE

The Parent Company, Contractors · Managers · Consultants — PRECONSTRUCTION CONSULTANT

genesis — STRUCTURAL & MPE ENGINEERING

SRMC — SECURITY CONSULTANT

HENDERSON ENGINEERS — LIGHTING, AV, & LOW VOLTAGE CONSULTANT

Optomized Design Solutions, Energy studio — LEED CONSULTANT

COMPLETE THE SQUARE

FRANKLIN CITY HALL MASTER PLAN

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02821

DATE: February 11, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Presentation on the Proposed Water and Sewer Impact Fee.
WS 2/22/22

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the water and sewer impact fees associated with new connections.

BACKGROUND/STAFF COMMENTS:

Impact fees are a fee paid by any entity making a connection to the public water and sewer system, which is made for the purpose of enabling the City to repair and replace it's facilities as necessary or to provide for additions, replacements, improvements, and expansions to the systems, such improvements being required periodically because of growth.

These fees, for both water and sewer, are currently calculated based upon water meter size for the entity. The Water Management Department is proposing recalculating impact fees based on building occupancy, in addition to increasing the amount of the impact fee to account for needed future infrastructure.

This presentation will discuss the background information for the existing calculation and a brief synopsis of the proposed methodology for fee assessment. It will also discuss the proposed changes to the installation fee that recapture the labor costs associated with making new connections.

FINANCIAL IMPACT:

Updated impact fees will more accurately assign system development and capacity costs to new development.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the presentation for the Water & Sewer Impact Fee.

EXISTING IMPACT FEES – BACKGROUND

MARCH 8, 2022

MICHELLE HATCHER, PE,
DIRECTOR

BRIAN GOODWIN, PE,
ASSISTANT DIRECTOR

WATER MANAGEMENT
DEPARTMENT

AGENDA

- Background
- Why Should We Change?
- Existing Meter Size Methodology
- Proposed Methodology
- Advantages & Disadvantages & Comparison to Others
- Installation Fees
- Conclusions
- Next steps

BACKGROUND

- Impact fees are assessed when **new** connections are made to the distribution & collection system.
- Current impact fees determined based upon water meter size (both City customers and non-City residents).
  - Residential meter (¾")
    - Water = $2,089.00 + tap installation (meter only or complete installation)
    - Sewer = $3,544.00 + tap installation (tap in place or not in place)
- **Impact fees (formerly access fee & system development fee) not increased in over 13-years.**

WHY SHOULD WE CHANGE?

- Meter size is not an equitable capture of the impacts to the system.
  - Demand based rather than meter based.
- Why should we increase impact fees?
  - Increased asset costs (increasing pipe, pumps, facilities, etc.) for additional capacity
    - Future development drives additional required conveyance and treatment capacity.
- Overall reduction in rate-payer contribution to fund growth related infrastructure.

EXISTING METER SIZE METHODOLOGY FOR IMPACT FEE DETERMINATION

	WATER	SEWER
Meter Size	**Impact Fee**	**Impact Fee**
3/4" and 5/8"	$2,089.00	$3,544.00
1"	$8,358.00	$14,175.00
1 1/2"	$20,009.00	$34,020.00
2"	$26,745.00	$45,360.00
3"	$58,506.00	$99,225.00
4"	$83,580.00	$141,750.00
6"	$200,592.00	$340,200.00
8"	$250,740.00	$425,250.00

- Current methodology by meter size incentivizes installation of an undersized meter rather than usage determined from actual occupancy groups.
  - Increasing stair stepped costs between meter sizes.
- Discourages the use of fire suppression systems (additional meter or larger meter).
- How do we appropriately plan for the impact to the system?

PROPOSED METHODOLOGY

- Proposed structure is based on Single Family Unit Equivalent (SFUE) = 350 gallons/day
  - One single family residential house = One SFUE
  - Multi-family units, commercial buildings, other uses = Multiple SFUEs
  - Structure:
    - Use developer provided plans to determine building occupancy
    - Assign demand factors for each building occupancy category (standardization)
    - Calculate the total planned demand and determine single family unit equivalents
    - Determine fee based on multiple of SFUE
    - Allows for QC from availability period to plan submittal stage to ensure fee is assessed equitably

METHODOLOGY GOALS

- Provide equitable assessment of fees based on projected demands by the developer as verified through City Staff.
- Tie fees to projected demands that drive capital investments and planning.
- Size meters based on demands and eliminate meter sizing decisions based on fees.
- Encourage the use of fire suppression systems.
- Reduce the rate-payer demand to fund growth related infrastructure.

CONCLUSIONS

- Meter size is not an equitable capture of the impacts to the system based upon conveyance and treatment demands.
- Increased asset costs for additional capacity equate to significant impacts to the systems (conveyance and treatment).
- Single Family Unit methodology will allow for a framework to equitably apply fees across all types of developments.

NEXT STEPS

- March 2022 – special worksession to present proposed costs for move to the SFUE calculations.
- April 12 Worksession will present the proposed fees and application to methodology.
- April 26 Worksession to present the Ordinance Change to Title 18, Waters & Sewers.
  - May 10 BOMA, first reading
  - May 24 BOMA, second reading
  - June 14 BOMA, third reading
- July 1, implementation

City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 21-02963

DATE: February 17, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Steve Grubb, Director of Streets

SUBJECT:

Presentation On An Honorary Street Naming Program.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the concept of an honorary street naming program within the City of Franklin.

BACKGROUND/STAFF COMMENTS:

In recent months, there has been an expressed interest in the concept of an honorary street naming program in the City of Franklin. The attached presentation intends to set the stage for the potential of implementing a program in Franklin based on research performed in communities throughout the country.

FINANCIAL IMPACT:

The cost of producing and maintaining street signs can be supported through the Street Department's operating budget.

RECOMMENDATION:

Staff requests feedback and input from the Board of Mayor and Aldermen regarding an honorary street naming program.



CITY OF FRANKLIN

MARCH 8, 2022

HONORARY STREET NAMING

CRITERIA

- The honorary street name shall be that of an individual or non-profit organization
- If the honoree is an individual, the individual must be deceased for a period of no less than one year.
- The honoree must have resided or worked in the City of Franklin, Tennessee
- The honoree shall have made a demonstrable and significant positive impact on the community or contributed to the cultural, economic, educational, intellectual, political, or scientific vitality of the community or have made an extraordinary contribution in the service of humanity, as determined by the Board of Mayor and Aldermen



GUIDELINES

- One designation per year
- One honorary street sign per intersection.
- The proposed honorary street name shall not duplicate any existing name or be similar either phonetically or in spelling to any other honorary or actual street name.
- Sign request must be made for a publicly owned and maintained street, including signage and post.



APPEARANCE

An honorary street name shall be applied throughout the entire length of the subject street, except where it is impractical.

Honorary street signs shall be posted above the City's standard street sign, shall be of similar size and shape as the standard street sign, and shall contain the City of Franklin's seal and have white lettering on a blue background



PROCESS

Application and fee (to cover costs of signs, posts, etc.)

A letter of consent will be required as part of an application for an individual or non-profit organization.

An honorary street name shall be approved by the BOMA by resolution.

The City has the right to remove any honorary street sign upon approval of a resolution by the BOMA.



ADDITIONAL CONSIDERATIONS

- Term limit per designation
- Minimum time the honoree has resided or worked in Franklin
- Petition process
- Minimum time an individual honoree must be deceased