



Meeting Agenda

Work Session

Tuesday, August 9, 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. Franklin Sustainability Commission Annual Report
Sponsors: Emily Wright, Kelly Dannenfelser, Andrew Orr
2. Franklin Public Arts Commission Annual Report
Sponsors: Vernon Gerth, Milissa Reiersen, Monique McCullough
3. Consideration Of Resolution 2022-54, A Resolution To Approve A Mural At 5021 Hughes Crossing. FPAC 7/20/22, 6-0
Sponsors: Monique McCullough
4. Discussion And Consideration Of Implementing A Public Art Development Fee
Sponsors: Vernon Gerth
5. Development Activity Report
Sponsors: Vernon Gerth, Katherine Harelson
6. Consideration To Grant Sewer Availability For Thales Academy at 4038 Clovercroft Road (Map 079, Parcel 05500).
CIC 7/14/22, 4-0 to forward the discussion to Work Session
Sponsors: Michelle Hatcher, Scott Andrews
7. Consideration Of COF Contract No. 2022-0104, With EMF Property Holdings For A Road Impact Fee Offset Agreement For An Amount Not To Exceed \$1,563,391.
Sponsors: Vernon Gerth, Paul Holzen, Jimmy Wiseman
8. Consideration Of Amendment 1 To COF Contract No. 2020-0123, Parkland Construction And Dedication Agreement Between The City Of Franklin, Franklin Capital Investment, LLC And Vintage Franklin, LLC ("Vintage") For The Property Known As Vintage At Watson Glen PUD Subdivision.
Sponsors: Lisa Clayton

9. Presentation On Ongoing Evaluation Of Sanitation And Environmental Services (SES) Contracts Regarding Hauling And Disposal Of Municipal Solid Waste And Disposal Of Recyclables.

Sponsors: Mark Hilty, Jack Tucker

10. Discussion Regarding City Judge Candidates

Sponsors: Eric Stuckey

11. Presentation On The Franklin Zoning Ordinance Annual Update
FMPC BOMA JOINT MEETING 7/28/22

Sponsors: Emily Wright, Kelly Dannenfelser

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.

City of Franklin Annual Report to the Board of Mayor and Aldermen

Sustainability Commission

August 9, 2022

Todd Palmer, Chair (MTE)

Mike Cassity, Vice Chair

Chase Harper

Dana Kose

Eric McElroy (Franklin Tomorrow)

John Brevard

Keith Gordon

Alderman Burger

CURRENT MEMBERS

MEETINGS

2nd Friday @ 8:00 AM

Typically, 8-9 meetings/year

CURRENT

- Create and Present Waste Reduction and Transportation Policy Guides
- Conduct Annual Litter Survey
- Investigate Potential Improvements to City's Recycling Initiative
- Collect City Energy Usage Totals
- Learn about Sustainability Best Practices, and How They May be Translated to Franklin
- Trip to Enexor in June
 - On-site energy generation and waste diversion

OUTLOOK

- Advocate for Continued LEED Initiatives with New City Hall Project
- Coordinate with City Staff and Volunteer Organizations for More Effective Litter Cleanup
 - Initiate New Anti-Litter Campaign with Potential for Signage and/or Outreach
- Investigate Potential Improvements to City's Recycling Initiatives
- Work Towards Goals Established in Policy Guides

- Energy Policy Guide (Completed and Endorsed in 2021)
- Waste Reduction Policy Guide
- Transportation Policy Guide

Policy Guides



Questions?



DRAFT TRANSPORTATION & MOBILITY POLICY GUIDE

Traffic consistently ranks as one of the top citizen concerns and complaints. The City seeks to improve mobility by shortening the time it takes to complete trips, reducing vehicle miles traveled, and providing alternatives to single-occupancy vehicle trips.

POLICY STATEMENTS

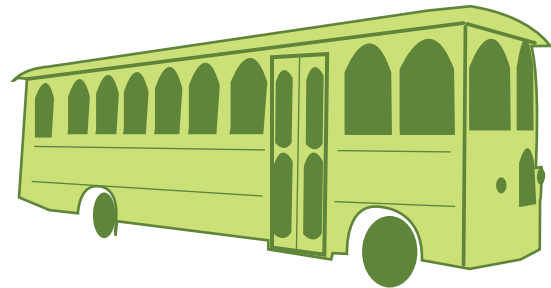
1. Reduce peak-hour travel times;
2. Provide safe and effective multimodal options for transportation;
3. Provide safe pedestrian and bicycle connections between residential areas and local destinations;

ACTION ITEMS

1. Improve traffic flow on existing streets by adaptive signalization projects.
2. Participate in Regional Transportation efforts to increase mobility to/from Franklin.
3. Establish evaluation processes for completed Capital Improvement Projects.
4. Increase youth engagement City-wide and encourage local schools to establish a Safe Routes to School program to ease peak pick-up and drop-off traffic.
5. Increase public knowledge of the available multi-use paths and trails through mapping and outreach.
6. Participate in National Bike/ Pedestrian annual counts.
7. Coordinate with the Bike Walk Franklin group.
8. Increase sidewalk and multi-use trail connectivity across Franklin.
9. Evaluate the effectiveness of an electric bike share program.

COMMUTING IN FRANKLIN

- Approximately 10,300 citizens live and work in Franklin and 80% commute by vehicle alone. (2019 Citizen Survey)
- Approximately 66,000 people work in Franklin but commute from outside City limits.
- Approximately 23,000 citizens live in Franklin but commute outside the City for work.
- Average commute time of approximately 25 minutes.



WALKABILITY IN FRANKLIN

- 385 miles of sidewalk and 26 miles of public multi-use trail throughout the city.
- Average walk score of 23/100 within the city, walk score of 67 at City Hall.
- 6.5 miles of sidewalks and trails in the City's CIP.





DRAFT WASTE REDUCTION POLICY GUIDE

The City of Franklin is committed to minimizing waste in its municipal operations and promoting waste reduction strategies to the community.

POLICY STATEMENTS

1. The City seeks to promote existing waste reduction programs.
2. New opportunities should be evaluated that would further waste reduction efforts.
3. Litter along streets and waterways should be monitored and collected promptly.

ACTION ITEMS

1. Increase blue bin recycling participation to 75% of eligible households by 2025.
2. Evaluate options to increase recycling of material not included in the Blue Bin Program such as glass and large cardboard.
3. Improve and promote the Batteries, Oil, Paint, Anti-freeze, and Electronics (BOPAE) recycling.
4. Evaluate options for increasing capacity for brown bag processing.
5. Research best practices for municipal food waste composting.
6. Conduct an annual litter survey of roadsides throughout the City and coordinate litter pickups.
7. Conduct annual river and stream litter pickups.
8. Evaluate municipal procurement of supplies and materials made from recycled materials.
9. Evaluate waste reduction efforts and goods



TOTAL CITY OF FRANKLIN WASTE BREAKDOWN

Year	Customers	Tons of Waste	Tons of Recyclables	Tons of BOPAE	Tons of Yard Waste
2021	23,989	23,634	2,790	325	3,159

Yard Waste includes brown bags and brush collection

ACTION ITEMS (Continued)

- made from recycled materials for the new City Hall project.
10. Utilize social media and conventional media channels to inform residents and businesses about recycling opportunities.
11. Utilize social media, conventional media channels, and potentially signage to discourage roadside littering.

City of Franklin Annual Report to the Board of Mayor and Aldermen

Franklin Public Arts Commission

August 2022

Background

- In 2016, Public Art Working Group began looking into establishing Public Art Program for the City of Franklin
- Group included members of Downtown Franklin Association, Franklin Tomorrow, and the Williamson County Convention & Visitors Bureau, as well as local artists and educators and City staff
- After months of research, studying art programs throughout the country, and input from the Board of Mayor and Aldermen, the Franklin Public Arts Commission was created in November 2017

Mission

The City of Franklin's Public Art Program seeks to use art to enhance the quality of life for our citizens and visitors by encouraging a heightened sense of place, increasing our community's visual quality of Franklin's built environment. The Franklin Public Art Program promotes a public initiative of outreach and education while working to preserve the city's rich cultural heritage and emerging urban form. The program is committed to creating community through public art and builds upon community support to conserve, preserve, and make available public art to citizens and visitors. The Franklin Public Art Program aims to enrich the community through the integration of the vision and work of artists into planning, design, and construction of public spaces.

Gary Vogrin (Chair)
Nan Zierden (Vice-Chair)
Alderman Brandy Blanton
Kelly Harwood
Tina Pierret
David Reynolds
Ashley Roberts
Mindy Tate
Megan Weisinger

MEMBERS

MEETINGS

Third Wednesday of
every other month at
4 p.m.

Midnight Sun

by Janel Maher

February 2019

Convention & Visitors Bureau

The Park at Harlinsdale Farm



Shadow of the Harpeth

by Duncan McDaniel

May 2019

Leadership Franklin Class of 2019

2nd Ave North / Main Street



Greetings from Franklin

by Michael Cooper

July 2020

Urgent Care Facility

509 Hillsboro Road



Let Your Light Shine

by Amy Stielstra

November 2020

Riley's Family Salon Boutique

919 Columbia Avenue



Spring Fling

by Michael Cooper
July 2021

Bristol Development/Caliber Collision
1543 Columbia Avenue



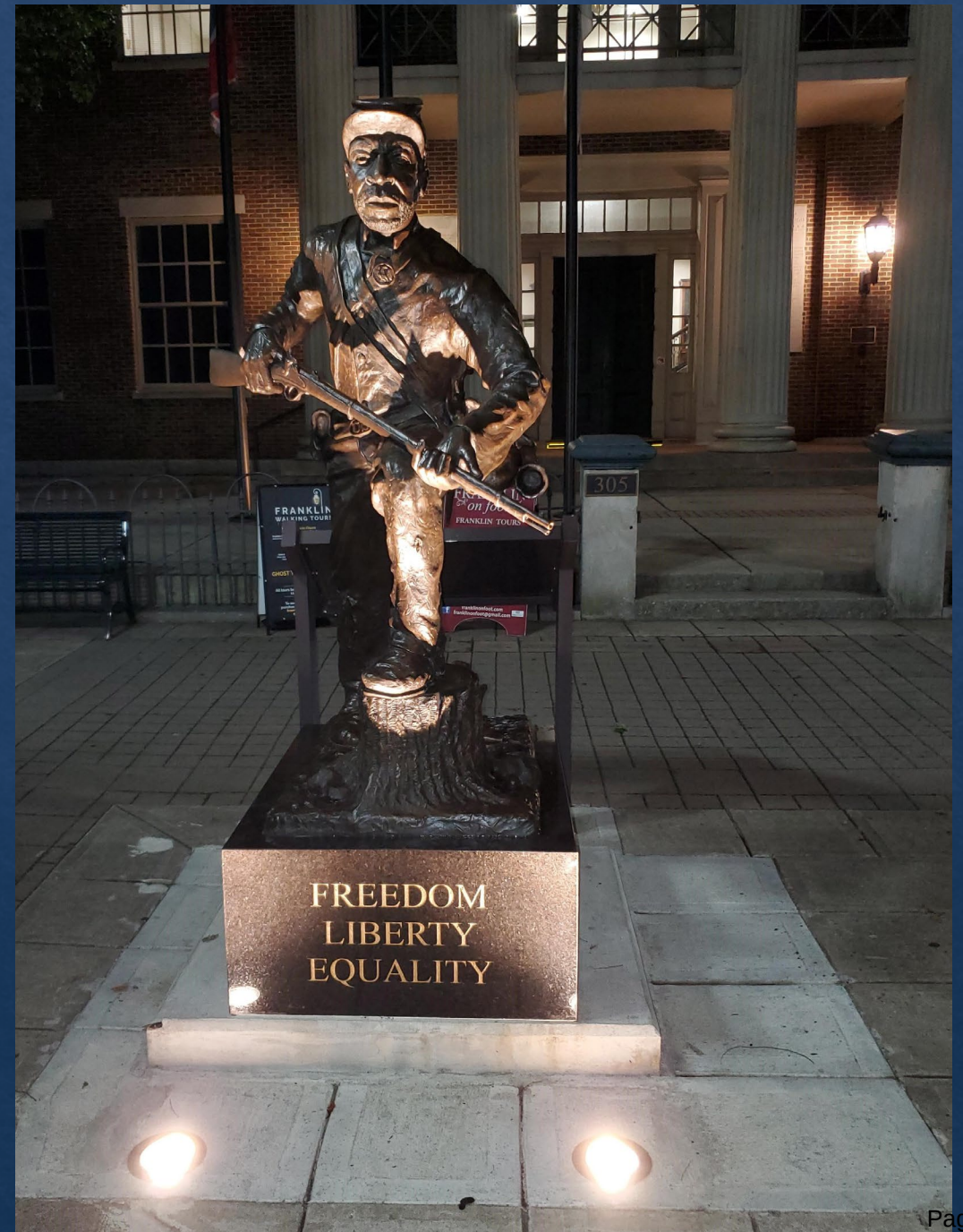
March to Freedom

by Joe F. Howard

October 2021

Fuller Story Project/Battle of Franklin
Trust

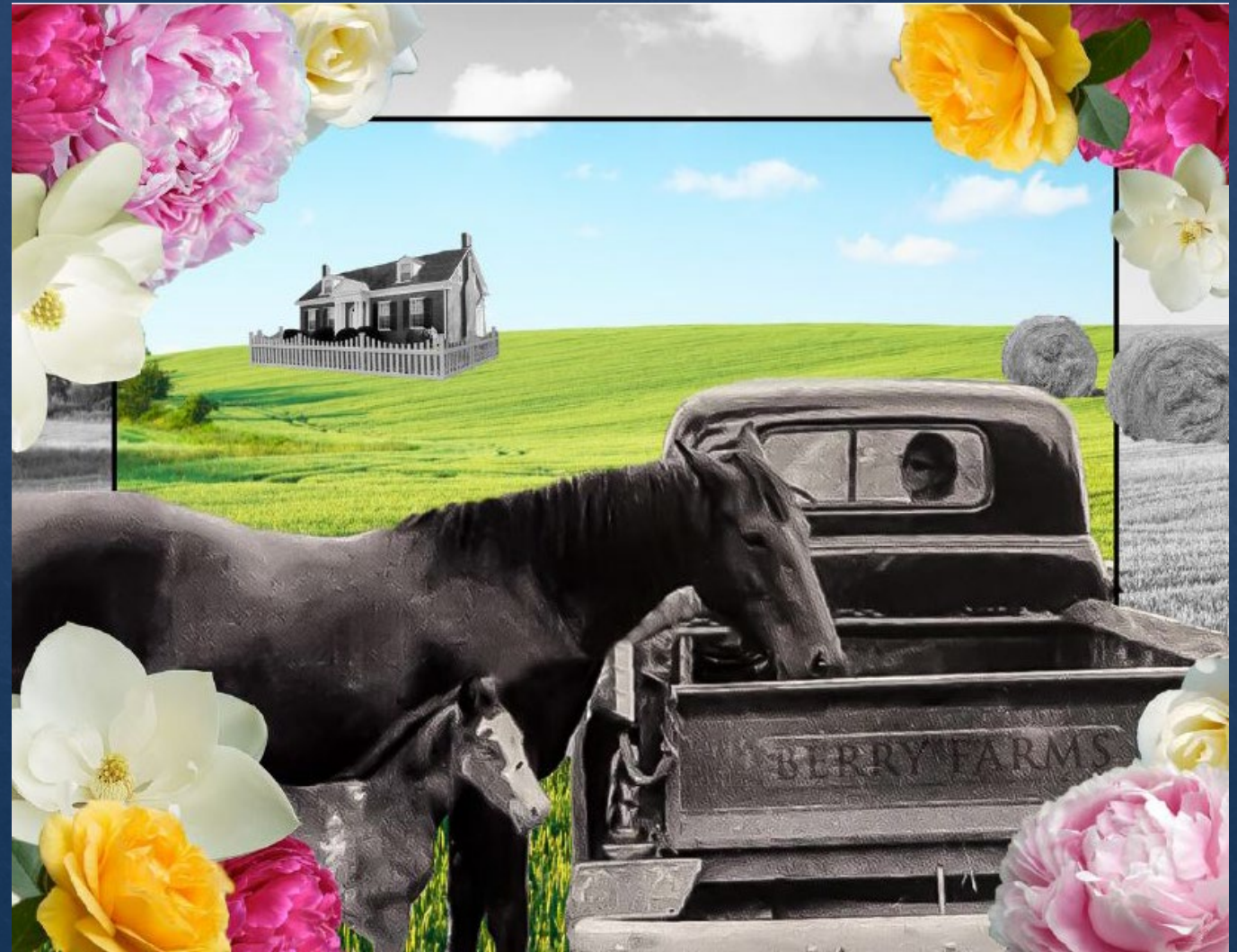
Downtown Franklin



Rural Plains in the Rear View*

by Tara Aversa
2022

Berry Farms/Boyle Investment
Company
5021 Hughes Crossing



OUTLOOK



Harlinsdale Bridge Artwork

OUTLOOK

Continue to promote and encourage public art throughout the community

OUTLOOK

Public Art Development Fee

Funding mechanism for public art
projects commissioned by the City and
placed in public spaces

RESOURCES



Questions?



File #: 21-03388

DATE: July 12, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Resolution 2022-54, A Resolution To Approve A Mural At 5021 Hughes Crossing.
FPAC 7/20/22, 6-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2022-54, approving a Mural at 5021 Hughes Crossing.

BACKGROUND/STAFF COMMENTS:

The City of Franklin Public Arts Commission (FPAC) was established in 2017 to provide guidance and oversight for art projects which are for public display, outdoors in the City of Franklin. The Commission makes recommendations concerning all aspects of public art to the Board of Mayor and Aldermen. This includes artwork in any media that has been planned and executed with the intention of being staged on private, non-residential property for viewing from the public right-of-way.

Berry Farms/Boyle Investment Company presented a proposal for a mural entitled "Rural Plains In The Rear View" to be located at 5021 Hughes Crossing. The mural by artist Tara Aversa is a collage style of art with multiple time periods pasted together.

FINANCIAL IMPACT:

There is no financial impact on the City. Berry Farms/Boyle Investment Company is responsible for the mural, including any future maintenance or upkeep.

RECOMMENDATION:

The Franklin Public Arts Commission voted to recommend approval of the mural to the Board of Mayor and Aldermen.

**CITY STAFF**

Received by: _____

Date: _____

**APPLICATION FOR PLACING ARTWORK ON
CITY OF FRANKLIN PROPERTY**

Thank you for your interest in placing artwork on property owned by the City of Franklin.
Please complete and submit this application, along with the proposal, to:

Franklin Public Art Commission
City of Franklin
109 Third Avenue South
Franklin, TN 37064

Please review the attached Policies and Procedures. For assistance, please contact the Public Outreach Specialist at 615-550-6606 or CityofFranklin@FranklinTN.gov. The Franklin Public Art Commission reserves the right to request additional information in order to process an exhibition proposal.

APPLICANT

Name(s)/Organization:

Boyle Investment Company, Berry Farms (RPPBX Investments, LLC)

Contact: Marina Murphy

Address: 5021 Hughes Crossing

City: Franklin

State: TN

Zip: 37064

Phone: 423-646-7876

Fax:

Email: mmurphy@boyle.comWebsite: www.berryfarmstn.com

Conflicts of Interest (disclose any active contracts or contract negotiations with the City):

None

PROPOSED ARTWORK

Title of proposed artwork or exhibition

Rural Plains in the Rear View

Labeling - include artist's name, date of creation, materials used (optional), short explanation of work (optional), donor's name, when applicable

Tara Aversa Mural

September 12th

Please see attached for explanation of mural concept.

Commissioned by Berry Farms

(Optional) Proposed City-owned site for placement:

Participants (list anyone that will be involved in the project):

Boyle Investment Company

Berry Farms (RPPBX Investments, LLC)

Tara Aversa Murals

ARTWORK DETAILS

Please attach a proposal that includes the following:

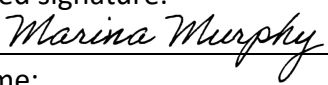
1. Narrative description of the artwork or project including:
 - a. Concept
 - b. Aesthetic vision
 - c. Artist involvement
 - d. Materials
 - e. Processes
 - f. Durability
 - g. Other relevant information
2. Timeline and detailed installation plan (including specific required components for installation)
3. Budget and funding (explain project budget and how it will be funded)
4. Maintenance plan while the piece is on display (whether temporary or permanent)
5. Qualifications including:
 - a. Artist(s) resume/bio
 - b. Examples of past exhibits or similar projects
6. Visuals including:
 - a. Sketches, photographs, or other documentation of sufficient descriptive clarity to indicate the nature of the proposed art including an accurate description of colors
 - b. (If applicable) Digital, color images of artworks in exhibition
 - c. A site plan clearly showing the dimensions and the location of the art and its relation to pedestrian path of travel on the site and in the vicinity, including adjacent rights-of-way.
 - d. An elevation or perspective rendering showing the streetscape view of the art including the street elevations of adjacent properties
 - e. Digital images of past exhibits or similar projects
 - f. Maquette or rendering of artwork(s)

Submit application and supporting materials to:

Franklin Public Art Commission
City of Franklin
109 Third Avenue South
Franklin, TN 37064

Or electronically at: CityofFranklin@FranklinTN.gov

APPLICANT'S AUTHORIZATION TO INITIATE REVIEW OF AN EXHIBITION PROPOSAL

Authorized signature: 	Signature of Legal Guardian if Artist is a minor:
Print name: Marina Murphy	Date: 6/13/2022



BERRY FARMS

PROPOSED MURAL SUBMITTAL

LOCATION: 5021 Hughes Crossing
Franklin, TN 37064

ARTIST: Tarabella Aversa
<https://tmamurals.com/>

ARTWORK DETAILS

1. Narrative Description of the Artwork

- a. Concept: We aspire to include a piece of public art at Hughes Crossing on the side of the Publix building. This area was created with the intent to host public art. We hope to honor the history of Berry Farms within the concept as we take viewers on a journey through time at the property. Please see attached for concept drawing and written explanations.
- b. Aesthetic Vision: Our hope is to "paste" several different time periods at Berry Farms together. We playfully mix black and white with pops of color to give the piece a tie to tradition while still feeling modern and forward thinking.
- c. Artist Involvement: Tara Aversa is a muralist local to Middle Tennessee, and Boyle felt her unique style was a great fit for this project. Resume and relevant work attached.
- d. Materials: Primer, highly durable professional acrylic paint, highly durable professional spay paint, paint pens, UV coating, scissor lift, gridding planks, 6ft ladder, leveler. etc.
- e. Process: Once wall is prepped and primed, the lift will be installed. Artist will grid the image onto the wall from left to right to translate the concept into a larger scale image. Once sketched, background layers will be painted, and layers will continue until the final image comes to fruition. A protective coating will be applied.
- f. Durability: This is a permanent installation. Berry Farms will be responsible for maintenance, and will commission artist to do future touch ups if necessary.

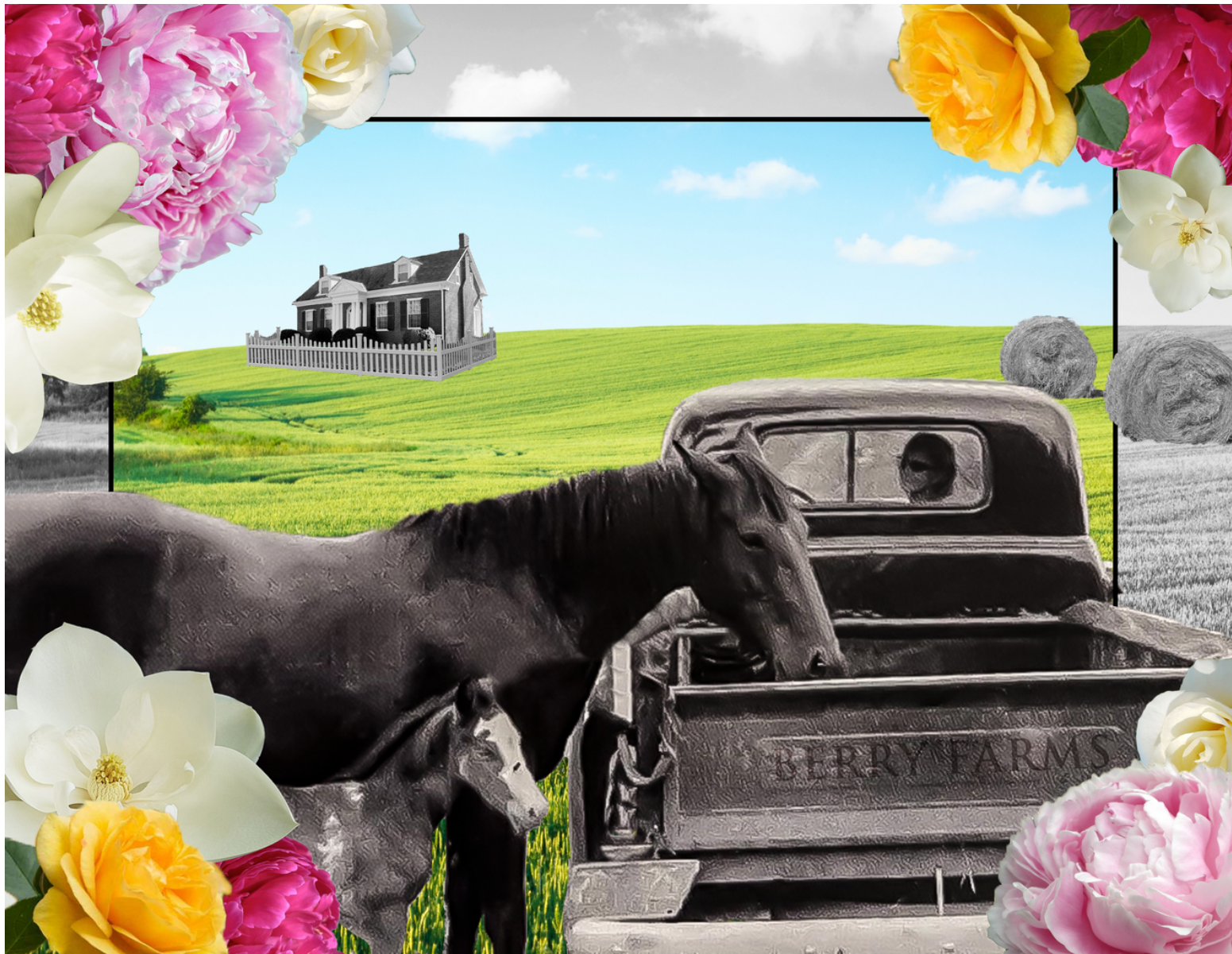
2. Timeline & Installation Plan: Mural will begin installation week of September 12th. It will likely take 2-3 weeks depending on weather. A scissor lift and 6ft ladder will be required to paint the entirety of the wall. See above for process.

3. Funding: Mural is privately funded.

4. Maintenance Plan: This is a permanent installation. Berry Farms will be responsible for maintenance, and will commission artist to future touch ups if necessary.

5. Qualifications: See attached for artist's CV.

6. Visuals: See attached.



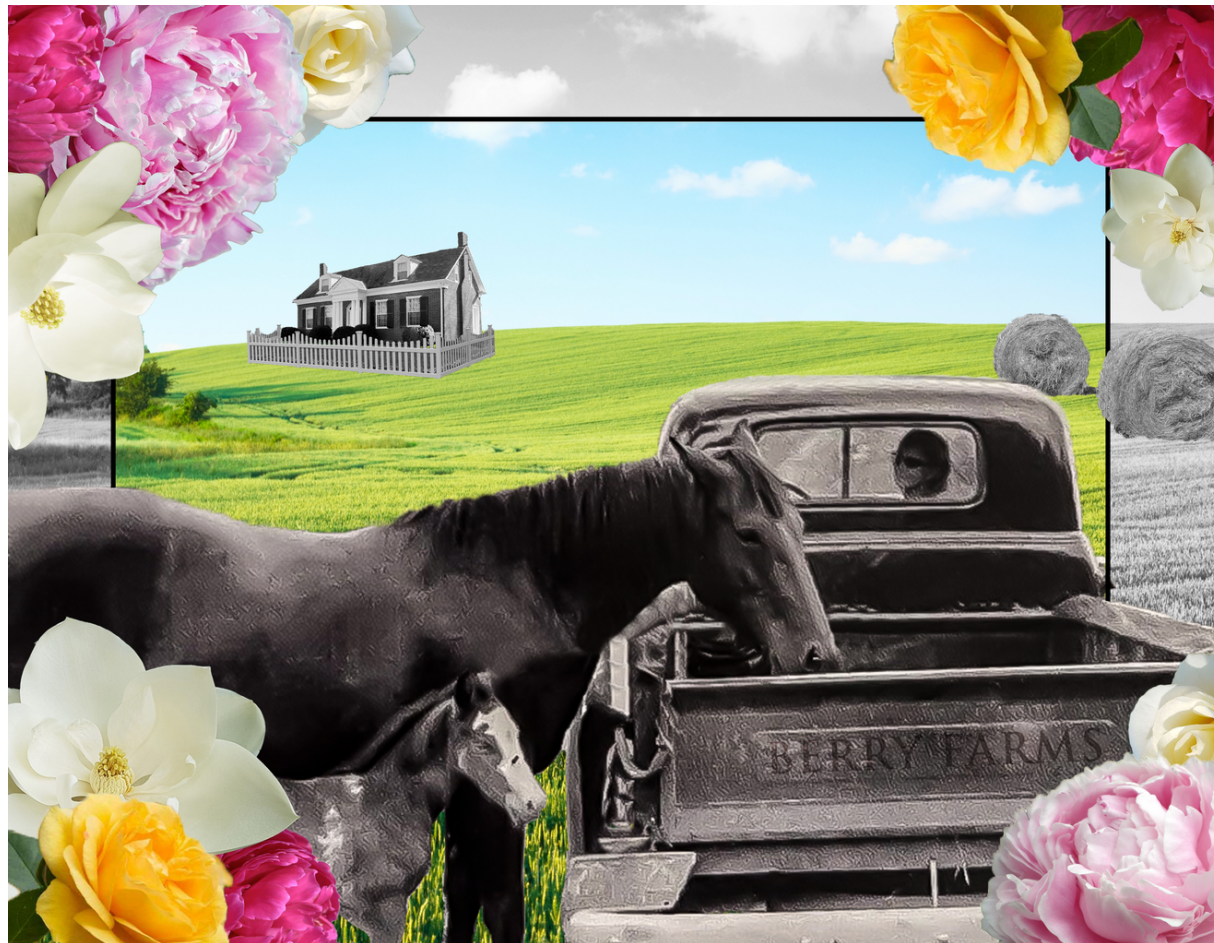
Proposed Concept Artwork

The "Why" Behind the Concept

Boyle wants to use this piece of public art to tell a story. The collage style of art leaves us with a modern twist on a traditional landscape. The goal is to take viewers on a journey through time at Berry Farms by displaying multiple time periods pasted together. We mixed black and white to create a more playful scene that viewers can engage with.

Rural Plains Home
with Berry Farms
signature white
fencing

Flowers that were
meaningful to the
Berry Family -
roses, peonies,
and magnolia



Landscape
representative of
Berry Farms when
the property was
purchased for
development

Photo used in
Avalyn Berry's
book "Growing up
in Franklin" of her
mother in her old
Chevy truck with
her horse



Side of Publix building - brown panels proposed for mural
404 sq.ft.

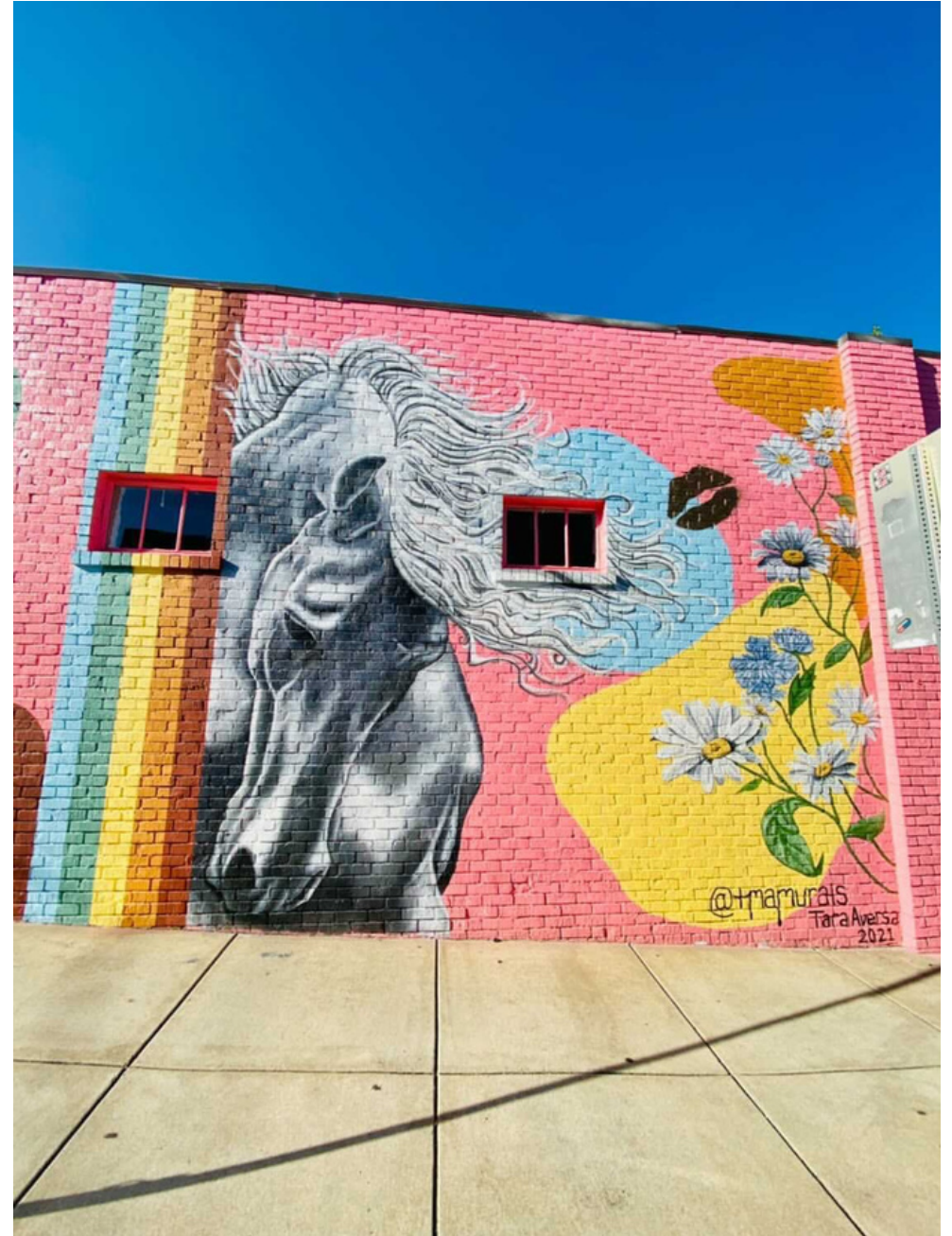


5'3" Human for reference





Tara Aversa
Artwork
Examples





RESOLUTION 2022-54

A RESOLUTION APPROVING A MURAL ENTITLED "RURAL PLAINS IN THE REAR VIEW" AT 5021 HUGHES CROSSING

WHEREAS, Boyle Investment Company submitted a proposal for a mural on the side of Publix Super Market located at 5021 Hughes Crossing to the Franklin Public Arts Commission; and

WHEREAS, the mural entitled "Rural Plains in the Rear View" is a collage style of art with multiple time periods pasted together; and

WHEREAS, Boyle Investment Company commissioned artist Tara Aversa of Middle Tennessee to paint the mural; and

WHEREAS, the mural will be installed on an area approved for murals by the Franklin Municipal Planning Commission as part of the Berry Farms Town Center approval; and

WHEREAS, the Franklin Public Arts Commission who was established to review and make recommendations concerning all aspects of public art has recommended approval of the mural to Board of Mayor and Aldermen.

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

SECTION 1. Based on the recommendation for approval by the Franklin Public Arts Commission, the proposed mural at 5021 Hughes Crossing is hereby approved.

SECTION 2. The mural shall be the responsibility of Boyle Investment Company.

SECTION 3. Boyle Investment Company shall be fully responsible for the maintenance of the mural, including the removal of graffiti.

It is so RESOLVED and done on this ____ day of _____, 2022.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley, City Attorney



File #: 21-03409

DATE: July 21, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development

SUBJECT:

Discussion And Consideration Of Implementing A Public Art Development Fee

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Franklin Public Art Commission (FPAC) request to implement a Public Art Development Fee for non-residential private development projects and selected city capital projects involving habitable buildings.

BACKGROUND/STAFF COMMENTS:

Public Art Development Fees are a frequently utilized funding mechanism used by public art commissions to generate funds for art commissions to either commission public art or, to help off-set the cost of privately-commissioned public art. Presently, the Franklin Public Art Commission does not have funds available for either of these purposes.

Franklin's Public Art Commission was established by the Board of Mayor and Aldermen in 2017 and has recommended approval of several pieces of public art to the Board of Mayor and Aldermen. Because of the lack of funding, the Commission has not been able to consider commissioning public art of its own.

Our Franklin Public Art Commission is requesting consideration of implementing a Public Art Development Fee of one percent (1%) that would only be applied to private, non-residential greenfield projects and non-residential building additions. This proposed fee would be collected at the time of building issuance and based on the value of the project. The Commission is also proposing that this development fee would apply to city projects when the City develops structures like City Hall and Fire Halls, that are occupied by staff and accessible to the public. The Commission has considered exceptions for public and private schools and not-for-profit entities that will be discussed in more detail during the presentation.

In many respects, the Public Art Development Fee would be similar in structure to the City's Road Impact Fee and Parkland Impact Fee Ordinances. Both these ordinances allow developers to off-set development fees when they incorporate eligible public improvements and amenities into their projects.

FINANCIAL IMPACT:

Not applicable at this time. Should the Board of Mayor and Aldermen support this concept, staff would proceed with drafting an ordinance amendment to the City's Municipal Code for consideration at a later date. This ordinance would include details for implementation, use of funds, and eligible off-sets for privately commissioned public art projects.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen request the Franklin Public Art Commission and City staff proceed with drafting a public art development fee ordinance amendment for consideration at a later date.

Franklin Public Arts Commission

Public Arts Development Fee



4 Reasons How Public Art Benefits the Community

Economic Growth

Engaging in public art generates excitement and ultimately leads to increased foot traffic, which benefits surrounding businesses.

Cultural understanding

Public art reflects a community working to cultivate a cultural identity by setting a community apart and attracting people to its uniqueness. Artwork helps express a community's values and creates an elevated sense of awareness for citizens and visitors.

Cultural Identity

Art represents life in many ways. When community members see themselves reflected in social spaces, they feel a sense of respect, allowing for people to identify with the place they are from, live in, or are visiting.

Sense of belonging

Art brings people together. Displaying art in public places inspires engagement and a feeling of belonging to a community.



Public Art Fee

One percent based on valuation of a project provided with Building Permit applications.

Example: $(\$ 1,000,000 \times .01 = \$ 10,000)$

Project Types

Non-Residential & Live/work Units

- New Greenfield Projects
- Building Additions

Exemptions

- Residential Development (except live/work units)
- Public and Private Schools/State Higher Education Facilities
- Places of Worship
- Not-for-Profit Entities
- County/State/Federal Civic Buildings including State Licensed Facilities
- Enterprise Funded Projects – Water and Sanitary Sewer
- Other Utilities

Capital Projects

City Only – Not County

Types of Capital Projects – Building Permit Valuation:

- New Buildings/Structures
(i.e., City Hall, Fire Halls, and other buildings that are occupied on a regular basis)
- Building Additions



Public Art Development Fee – Right to Reimbursement, Miscellaneous

- Public Art Fee is always collected at the time of the issuance of the Building Permit(s).
- Reimbursement of Fee provided when the Public Art (as approved by FPAC and BOMA) is determined to be of the same or greater value than the Public Art Fee after the artwork is fully installed and approved.
- Generally, the reimbursements of Fee shall not exceed the amount of the Public Art Fee paid by the developer for their specific project provided.
- Reimbursements and/or allocations of Fee shall be incorporated in the approval process that includes the FPAC and BOMA.
- Development driven Public Art does not necessarily need to be located on the project site as recommended by the FPAC and BOMA.



Thank you



File #: 21-03401

DATE: July 18, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Katherine Harelson, Development Services Analyst

SUBJECT:

Development Activity Report

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an update on development activity for Fiscal Year 2022.

BACKGROUND/STAFF COMMENTS:

At the end of each Fiscal Year, the BOMA is presented with the Annual Development Activity Report. This report has two pieces: a mid-year report for calendar year (CY) 2022 and an annual report for fiscal year (FY) 2022. The report provides information on permit activity, fee collections, and construction activity as well as an overall analysis of development activity in the City of Franklin.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge this presentation.



DEVELOPMENT ACTIVITY REPORT

BOMA Work Session – August 9th, 2022

Katherine Harelson, Development Services Operations Analyst

Overview

- Economic Outlook
- CY22 – Mid-Year Update
- FY22 Review



Economic Outlook

The national economy remains uncertain. We are still seeing inflation, labor shortages, material shortages, global fuel impacts, rising interest rates and more...

Despite this, consumer spending remains high, and it continues to be a seller's housing market.

In Nashville, there are signs that the housing market might be slowing, but this slow down is not necessarily a bad thing. The market could be stabilizing from the boom that occurred throughout the COVID-19 pandemic.

Source: [Tennessean](#), [Fortune](#)

8/09/2022

BOMA Work Session

3



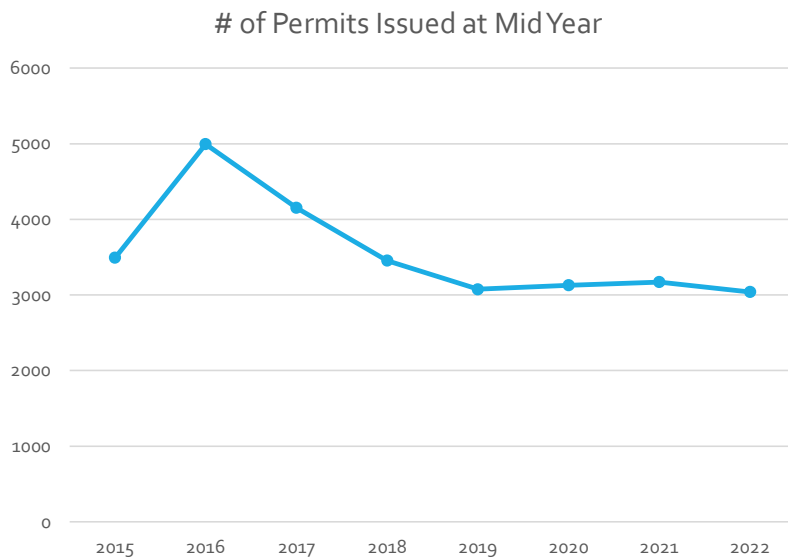
CY22 Mid-Year Update

Permits & Fees at Mid-Year

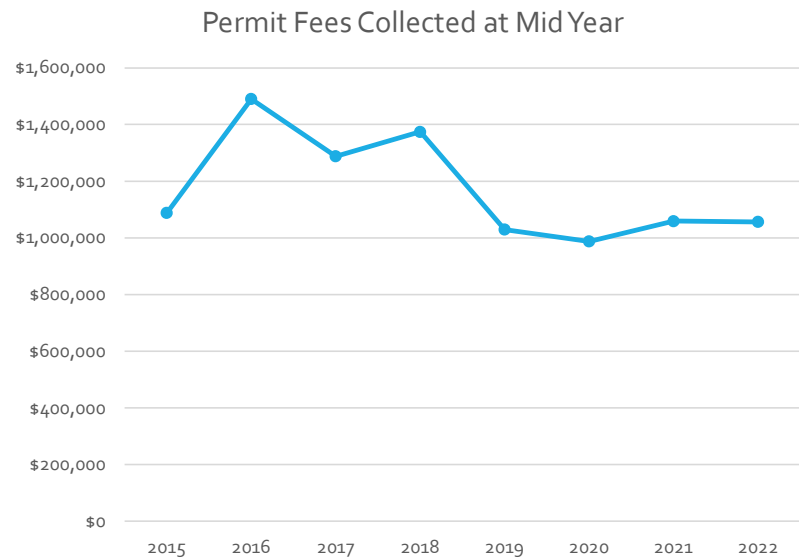
	# of Permits	Permit Fees	Additional Fees	Water & Sewer
2018	3,455	\$1,374,186	\$6,846,307	\$2,262,039
2019	3,075	\$1,029,165	\$3,057,512	\$1,231,924
2020	3,129	\$987,882	\$4,152,095	\$2,461,213
2021	3,171	\$1,059,116	\$2,743,303	\$1,907,194
2022	3,038	\$1,056,478	\$2,684,920	\$1,346,832

Permitting

Permits Issued



Permit Fees Collected

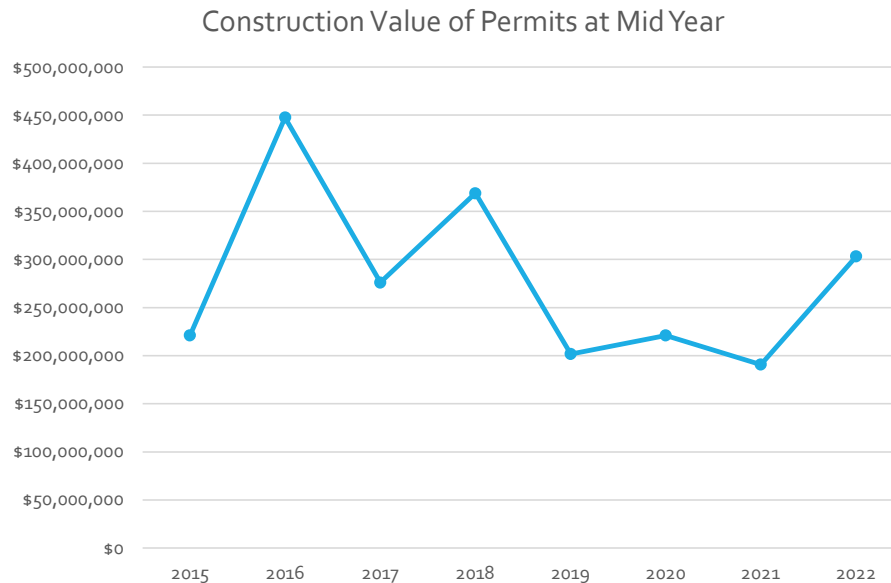


8/09/2022

BOMA Work Session

6

Construction Valuation



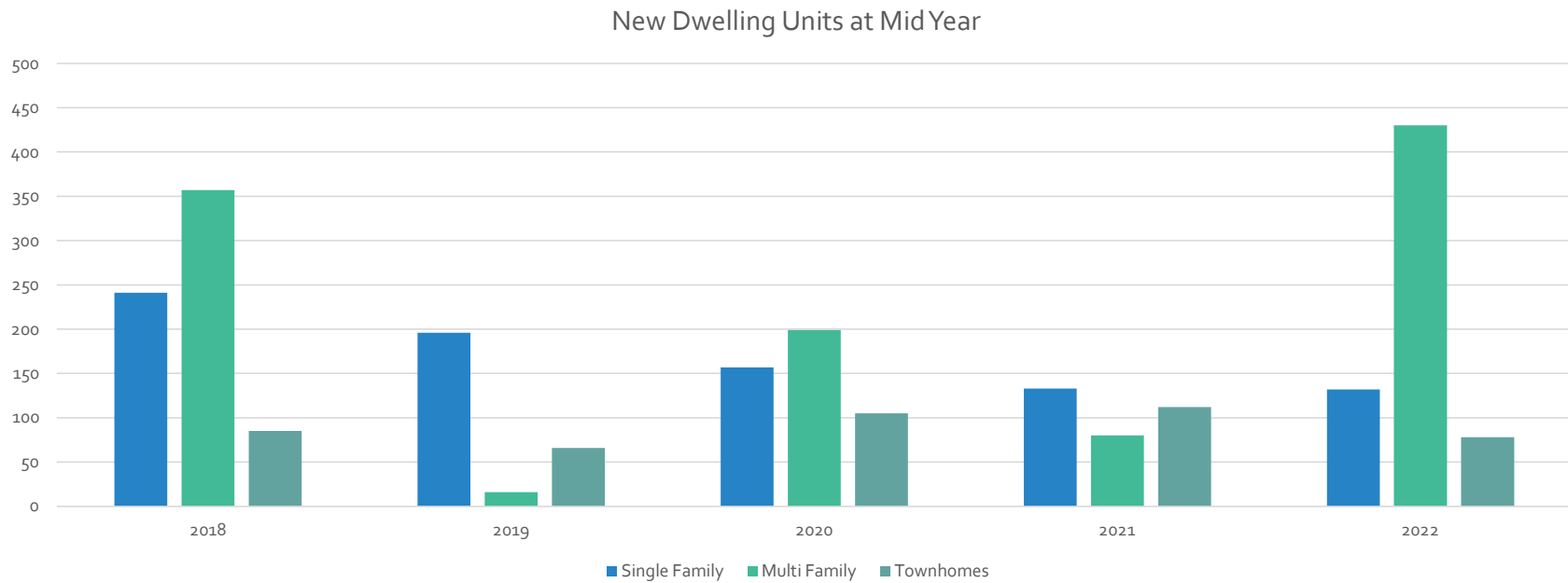
- So far, the construction value of permits is at \$303,177,696.
- 59% increase from FY21

8/09/2022

BOMA Work Session

7

New Dwelling Units



8/09/2022

BOMA Work Session

8

A photograph of the Franklin Theatre at night. The building is a multi-story structure with a prominent red neon sign that reads "FRANKLIN THEATRE" in a stylized, arched font. Below the main sign, there is a smaller sign that says "AVAILABLE FOR PRIVATE MOVIE PARTIES! VISIT FRANKLINTHEATRE.COM". The theatre is illuminated from within, and the surrounding area is dark. Several cars are parked along the street in front of the theatre. A person is visible walking on the sidewalk. The overall atmosphere is that of a classic movie theatre in a historic district.

FY22 REVIEW

8/09/2022

BOMA Work Session

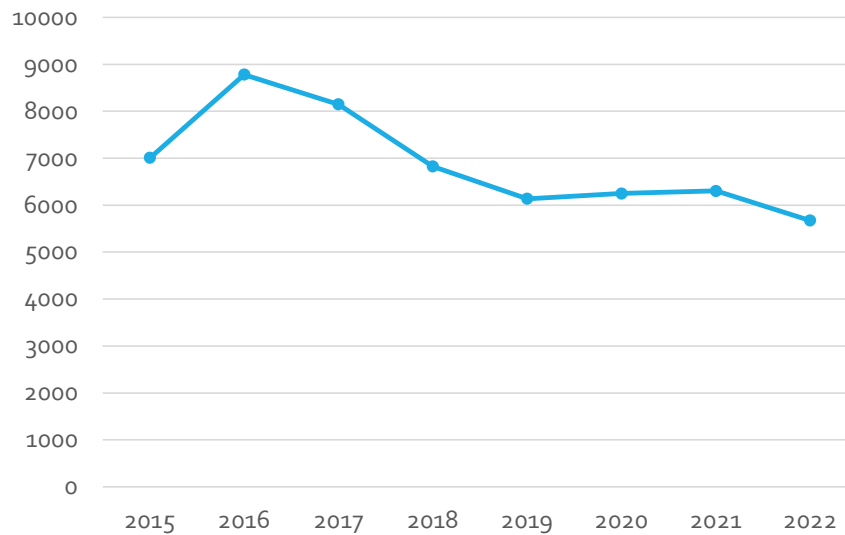
9

FY22 Permits & Fees

	# of Permits	Permit Fees	Additional Fees	Water & Sewer
2018	6,825	\$2,849,884	\$17,398,145	\$5,009,753
2019	6,133	\$2,047,753	\$7,901,326	\$3,281,860
2020	6,248	\$2,230,498	\$10,750,844	\$4,463,453
2021	6,302	\$2,305,406	\$6,723,071	\$4,020,533
2022	5,670	\$2,191,873	\$9,141,473	\$4,181,413

Permitting

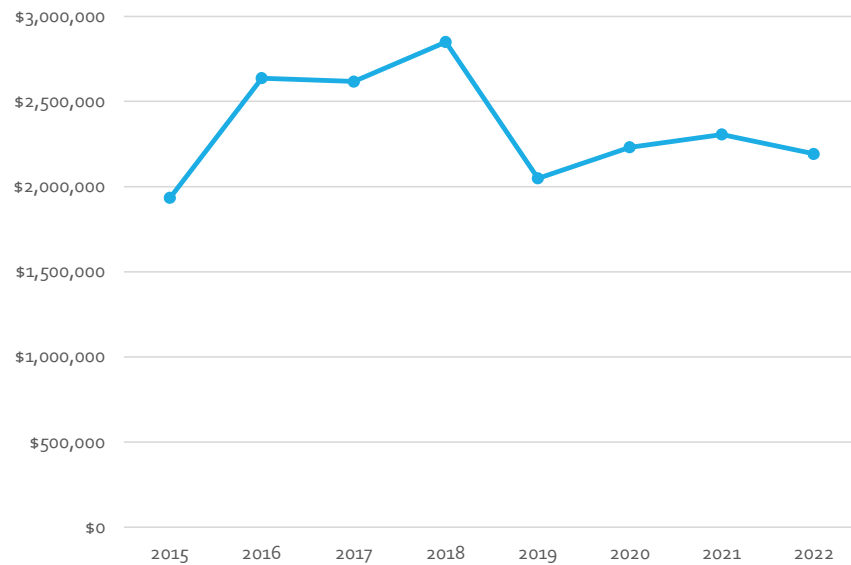
Permits Issued by Fiscal Year



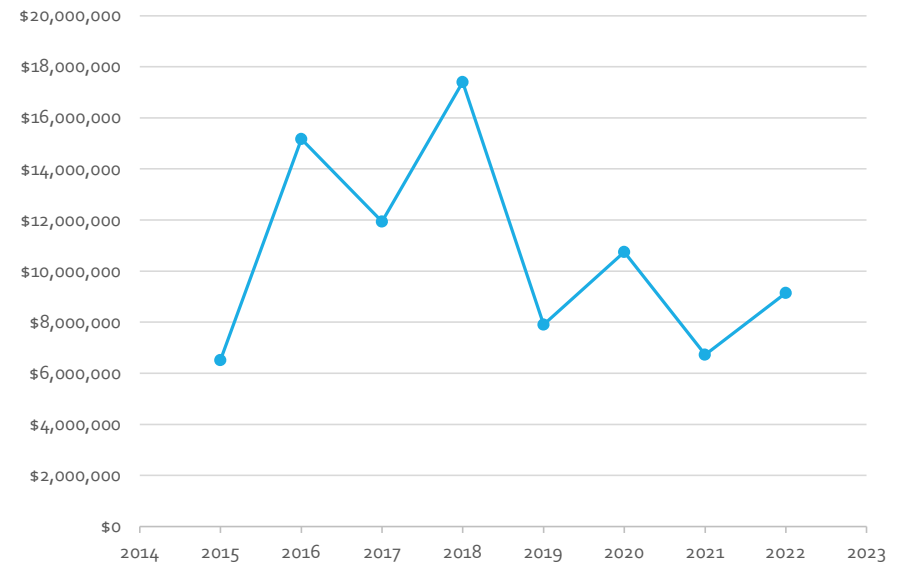
- The City of Franklin issued 5,670 permits in FY22.
- 10% decrease from FY21.

Fees Collected

Permit Fees Collected by Fiscal Year



Additional Fees Collected by Fiscal Year

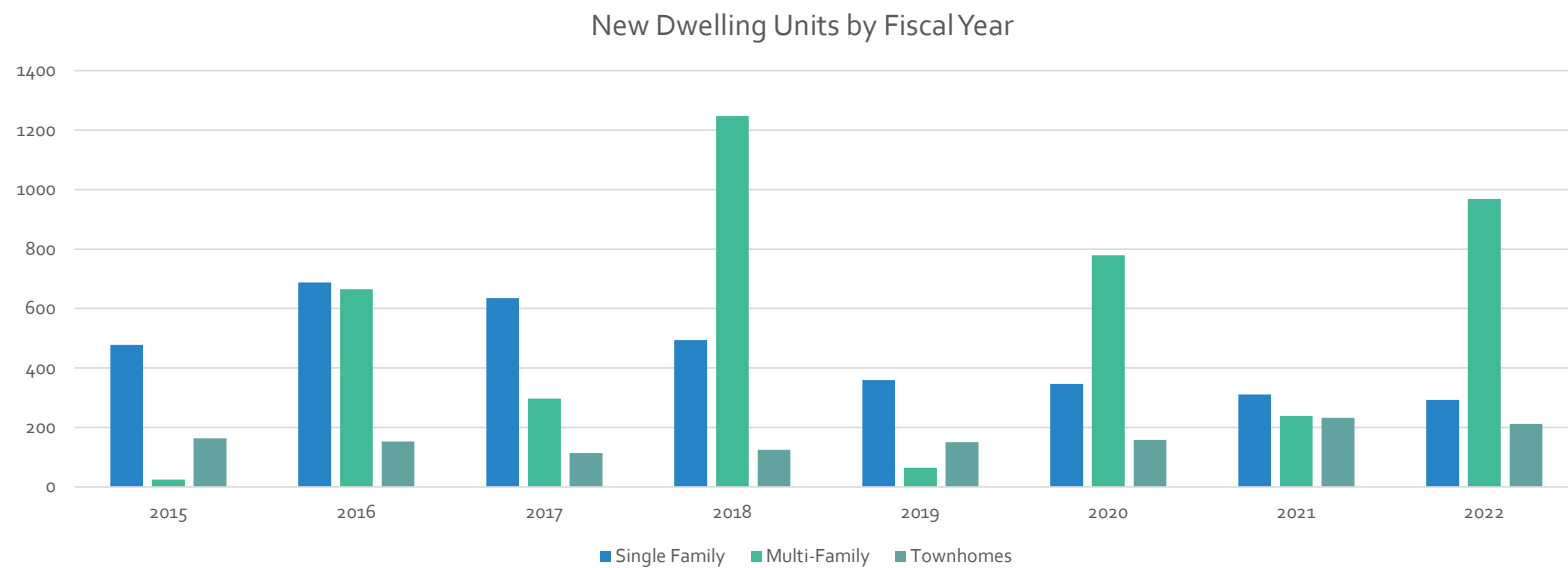


8/09/2022

BOMA Work Session

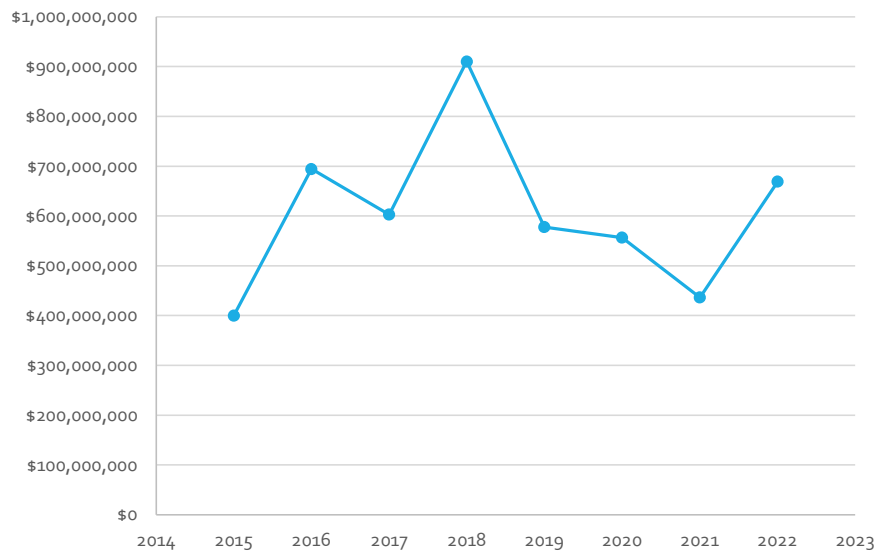
12

New Dwelling Units



Construction Valuation

Construction Value of Permits by Fiscal Year



- Total construction valuation for FY22 was \$668,844,973.
- Construction valuation increased 53% from FY21.

Summary

- Overall development activity in the City of Franklin remains strong.
- Despite fears of a recession, our development services team hasn't seen a slow down in activity.
- Due to the condition of the national economy, it has been challenging to forecast future development activity.



BOMA Work Session

Thank you!

8/09/2022

16



File #: 21-03368

DATE: July 22, 2022
TO: Board of Mayor and Aldermen
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Grant Sewer Availability For Thales Academy at 4038 Clovercroft Road (Map 079, Parcel 05500).
CIC 7/14/22, 4-0 to forward the discussion to Work Session

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for approval of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 6/16/2022.
SFUE's Requested: 22.
Domestic Water Meter Size(s): 2".

This property is located outside of the City limits, located on Clovercroft Road in the Mayes Creek Basin. The property was granted one SFUE of sewer availability by the Board of Mayor and Aldermen on October 27, 2020, for a single-family home on the property, contingent on the property owner signing an annexation agreement. The annexation agreement was fully executed and recorded with the Williamson County Register of Deeds.

The property has since been sold, and the new owners are requesting sanitary sewer availability for a private school with an expected enrollment of 1,200 students with a projected sanitary sewer flow of approximately 22 SFUE, however, they are requesting sanitary sewer without annexation into the City. A letter from the applicant accompanies this item.

City policy has always been to require annexation prior to granting sanitary sewer service. The only exceptions to that policy have been single family residential homes and two churches that were not contiguous to City limits. These properties have historically been required to sign annexation agreements.

Many city plans and documents rely on this assumption as a basis for the City's growth in land area and infrastructure, as this area is well within the Urban Growth Boundary (UGB) and essentially

creates a hole in the city as is, leading to leap-frog development and services as the City grows farther to the east. When County properties in this area of Clovercroft Road are ready to move forward with development, particularly development that relies on City sewer services, this is the appropriate time for the City to annex and fill in voids in our existing city boundaries to allow for more efficient delivery of City infrastructure and services.

A complicating factor to annexation of this particular property is that the proposed land use, a school, is not supported by Envision Franklin, the City's Land Use Plan, until a time when John Williams Road would be extended to Liberty Pike and a cross-access to the east (Franklin Christian Church) is provided so that traffic could be better dispersed, rather than placing all traffic onto Clovercroft Road. This is critical for a school with anticipated enrollment of 1200 students. Whether or not the school is located in the City or County, this is a significant concern for City residents that live in the immediate vicinity.

City Planning staff has confirmed with the County planning staff that the school would be permitted in the existing County zoning district; however, it is unknown what, if any, traffic improvements to Clovercroft Road would be required if the site plan were submitted to the County, as the County has yet to see a plan or traffic impact analysis (TIA) for the site. A TIA would be required regardless of City or County jurisdiction, and must include latest data from TIAs that have recently been performed in this area, including, but not limited to, the Poplar Farms development. The TIA must include queuing analysis of the intersection related to any road that intersects Clovercroft Road to determine the lengths of turn bays that would be required along Clovercroft Road. The City has encountered situations with schools and churches within our UGB where the site plans were reviewed and approved by the County, but traffic improvements required were not to the standard that would be required under City review and approval.

Additional environmental site constraints exist that may or may not permit development to the extent as proposed by the school. City staff has identified that the proposed site layout may need to be revised to meet the City's maximum retaining wall standards, whereas the county does not have a maximum wall height. City staff has also identified that there is a potential stream that bisects the site that may significantly impact any development on the site, and this would be an issue whether the site plan is reviewed under City or County regulations. City staff would not support removal of this stream under our standards and the Developer would be required to appear before the Stormwater Appeals Board for approval of the impacts. Additionally, the Tennessee Department of Environment and Conservation (TDEC) would have to approve or deny the proposed stream mitigation.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the sewer availability be deferred until such time as the annexation agreements in place for the Clovercroft Road properties can be exercised and the properties are fully annexed into the City limits. Requiring annexation will provide the City with an opportunity to more fully manage the impact of development on infrastructure and residents throughout this area.



Request for Water and/or Sewer Availability & Associated Costs

Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☒ Sewer	
Project Name & Subdivision, Section, Lot #	Thales Academy		
Map & Parcel(s) #	079 055.00 000		
Property Address:	4038 Clovercroft Road, Franklin, TN 37067		
City Project # (If Applicable)	n/a		
# of Dwelling Units (If Residential)	n/a		
Applicant's Name & Company	Robert Corlett - Thales Academy		
Applicant's Address	3122 Heritage Trade Drive, Wake Forest, NC 27587		
Applicant's Email & Phone #	robert.corlett@captiveaire.com 919.605.3860		
Anticipated Water Meter Size(s) (see chart on pg. 3).	2"		
Water District:	Milcrofton		
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet –pg.4 Elementary School (w/o food service) 15 gals/pupil * 600 pupils = 9000 GPD. Scott Andrews note, 6/27/2022: Initial application had denial box checked below. After conversation with Robert Corlett, I changed the application to have the approve my request box checked. See email from Robert Corlett on 6/27/2022 for verification. The intent is to ask for sewer without annexation.			
		<i>use additional sheets as necessary</i>	
Anticipated sewage flows: Information Required for Sewer Service		7500 GPD	
If County is requiring this request please indicate if you are requesting an approval or denial:	☐ DENY my Request ☒ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>		

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: availability@franklintn.gov

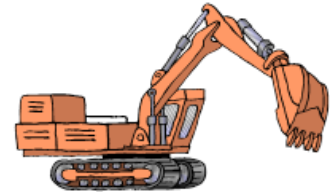
2022-06-16

For additional information or questions please call: 615-794-4554

Date Submitted: _____

MEMO

TO: Applicant
FROM: Water Management Department
DATE: May 2018
RE: Request for Water and/or Sewer Availability & Associated Costs



When considering development of a tract of land, one of the first steps a developer (or their design professional) should complete is the application for water and sewer availability. **Planned Unit Developments MUST have approved availability to be approved.**

The following items **SHALL** be included with a water and/or sewer availability request:

- Completed Application (ALL sections must be filled in)
- Project location map & Utility Plan (if available)
- Sewage Calculations (For Development projects only; Individual Single Family Homes are not required to submit these calculations).

Email Application to: availability@franklinton.gov

For additional information or questions please call: 615-794-4554

There is a 30 day maximum turnaround time for the requests. Unless your request requires Board of Mayor & Aldermen (BOMA) approval then applicant will be notified of the date of the BOMA meeting at which your request will be brought up.

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

- Construction plans are to be prepared and **submitted within one year from the granting of availability.**
- Construction of the water and sanitary sewer **improvements shall begin within one and one-half (1 ½) years from the granting of availability.**

OTHER RELATED INFORMATION:

- Pump stations and force mains are not allowed if the development can be served by extension of gravity sewer.
 - Any necessary Pump Station or Force Main shall be subject to approval by Water Dept. Director.
- **No customer shall supply water service to more than one dwelling or premise from a single service line.**

PROPERTIES OUTSIDE OF CITY LIMITS:

Per **Resolution 2015-32**: Annexation shall be required as a condition of approval for all properties outside the City Limits whether within the City's Urban Growth Boundary, or not, in order to be granted sanitary sewer availability. Annexation shall occur at such time the property becomes contiguous to the City's corporate limits or as determined by the Board of Mayor and Alderman.

- Applicant shall be required to sign the Annexation Agreement **after** Availability Request is approved by BOMA, and **before** the approved letter is issued.

SINGLE FAMILY APPLICANTS:

- Not all portions of the application will apply, please mark NA to those sections.
- If a main line extension is necessary you will be required to submit a plan & profile set for review and approval.

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

- Plans shall include: Site Layout & Location, Existing Utilities, Grading & EPSC, Plan & Profile, and Applicable Details.
- Include Final hydraulic analysis of the line/s. Use the City's standards for flow calculations.
- Water and Sewer Specifications are available on-line (in pdf form) for the convenience of the developer's engineer:
<http://www.franklinton.gov/government/engineering/development>

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

- Williamson County requires residents wishing to modify the septic system to first request availability with the City. You are required to complete the application and indicate whether you are requesting a denial or approval. (Indication does not guarantee final decision. BOMA must approve or deny your request).
- Septic System must be decommissioned per County standards:
<http://www.williamsoncounty-tn.gov/index.aspx?NID=126>

If you have any questions concerning this request, contact the City of Franklin Water Department at (615) 794-4554.

Tap Related Fees* *Does not include \$25 New Account Set up Fee*

Fee Description:	Applicable Utility	Fee Amount:
System Development Fee (SDF)	Water & Sewer	See Charts Below (based on meter size)
Access Fee	Water & Sewer	See Charts Below (based on meter size)
Effluent Disposal Fee (EDF)	Sewer	See Charts Below (based on meter size)
Tap Fee	Water & Sewer	See Charts Below (based on meter size)
Irrigation Fee	Water & Reclaim Water	See Charts Below (based on meter size)
Fire Sprinkler Fee (SDF)	Water (fire)	\$500 per diameter inch of connection line

Effective March 1, 2008, the fees and installation costs are as follows and are paid to the Building & Neighborhood Services Dept. 615-794-7012

WATER * City of Franklin Wat							
Meter Size	SFUE	GPM	SDF	Access Fees	Irrigation Meter ¹	Tap Existing ²	City making Tap ³
¾"	1	12.5	\$903	\$1,186	\$3,150	\$315	\$756
1"	13	50	\$3,612	\$4,746	\$4,725	\$374	\$897
1 ½"	30	120	\$8,619	\$11,390	\$6,300	\$656	\$1,444
2"	40	160	\$11,558	\$15,187	\$7,875	\$1,362	\$2,223
3"	88	350	\$25,284	\$33,222	\$9,450	\$1,581	\$3,654
4"	125	500	\$36,120	\$47,460	\$11,025	\$2,668	\$5,492
6"	300	1200	\$86,688	\$113,904	\$12,600	\$4,723	\$7,387
8"	375	1500	\$108,360	\$142,380	\$14,175	\$10,293	\$14,110

SEWER (Fees are based on water meter size regardless of water district)							
Meter Size	SFUE	GPM	SDF	Access Fee	Effluent Disposal ⁴	Tap Existing ²	City Making Tap ³
¾"	1	12.5	\$1,444	\$2,100	\$450	\$263	\$1,240
1"	13	50	\$5,775	\$8,400	\$1,800	\$263	\$1,240
1 ½"	30	120	\$13,860	\$20,160	\$4,320	\$263	\$1,240
2"	40	160	\$18,480	\$26,880	\$5,760	\$263	\$1,240
3"	88	350	\$40,425	\$58,800	\$12,600	\$263	\$1,240
4"	125	500	\$57,750	\$84,000	\$18,000	\$263	\$1,240
6"	300	1200	\$138,600	\$201,600	\$43,200	\$263	\$1,240
8"	375	1500	\$173,250	\$252,000	\$54,000	\$263	\$1,240

1- Irrigation Fees Include Meter Fee & \$25 Application Fee Only

3- City Installs Tap & Meter

2- Contractor Installs Tap & Meter – Subject to Addnl' Inspections

4- Fee Goes to Establishing Effluent Water System; paid with all Sewer Services

*** All Fees shall be paid prior to the issuance of a Building Permit or Utility Inspection, whichever occurs first. ***

Private Fire Hydrant and Sprinkler Systems – The SDF for connection of private fire hydrants and sprinkler system lines to the City of Franklin's (COF) lines shall be **\$500 per inch diameter of connection** to the City's lines. Radio-read meters will be required on all private fire hydrant and sprinkler systems.

UTILITY PERMIT RELATED FEES: **PAID WITH PERMIT, NOT WITH AVAILABILITY REQUEST:**

Only applicable if extending the water, sewer or reclaim water main lines.

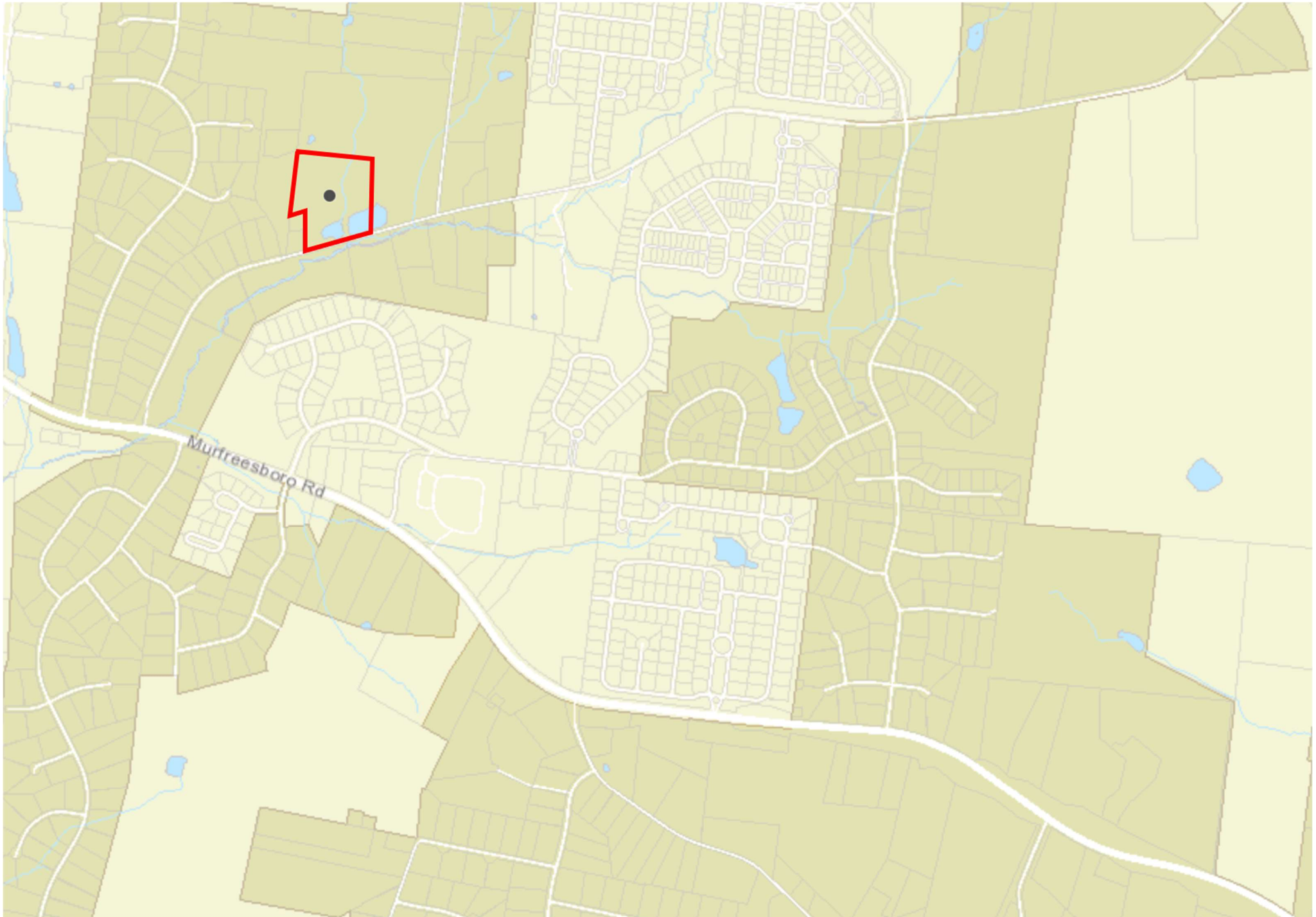
Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:		Fee Rate
Water Main Line		\$1.25/LF Water (minimum \$ 1,000)
Sewer Gravity Main Line		\$2.00/LF (minimum \$1,000)
Sewer Force Main Line		\$1.50/LF (minimum \$1,000)
Reclaim Water		\$1.25/LF (minimum \$1,000)

Checks are made payable to the City of Franklin. Please indicate what the payment is for on the check.

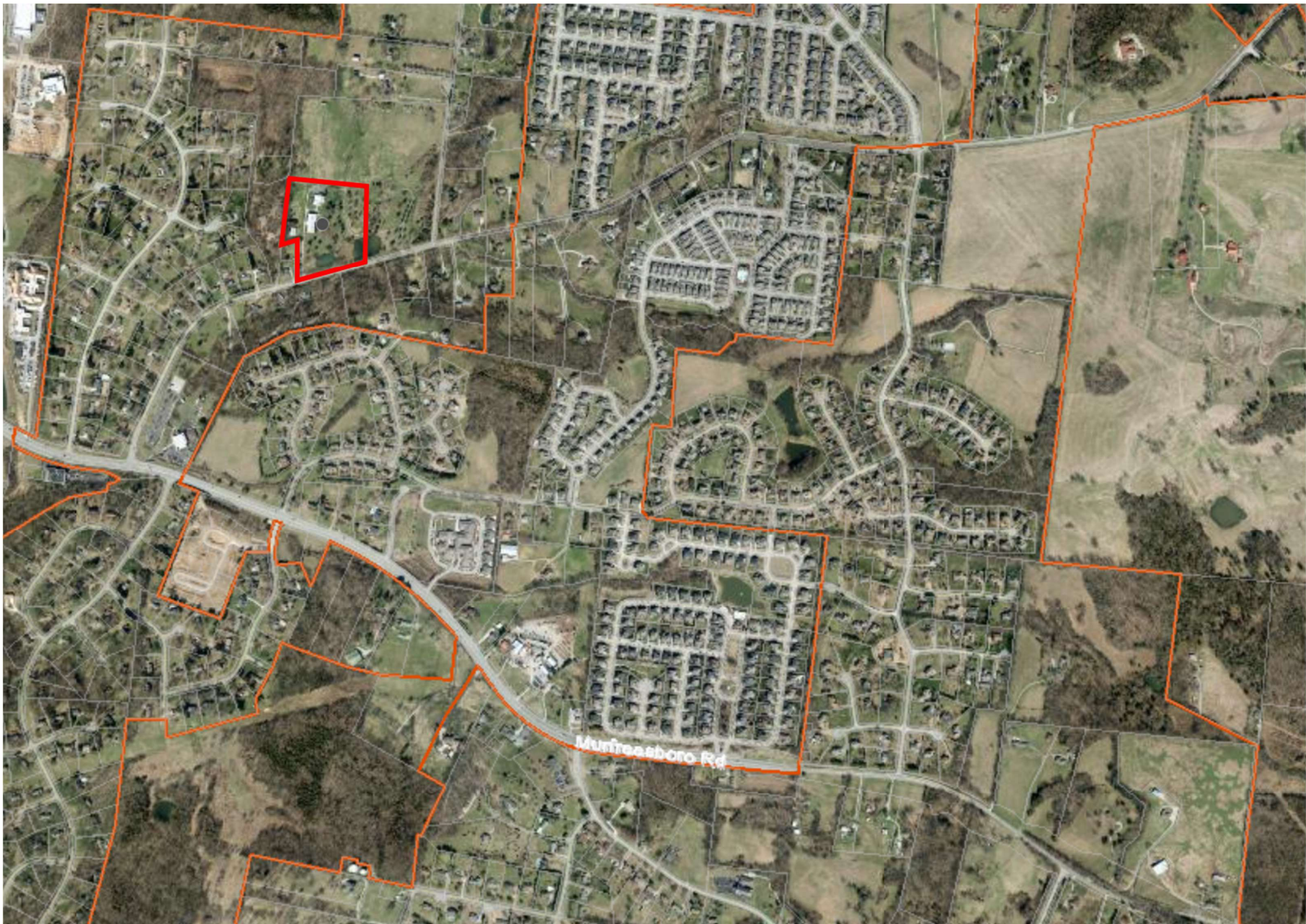
3 Projected Flow Examples

Drainage Facility	Flow in GPD	Design Units
Apartments -One Bedroom	250	per unit
Apartment -Two Bedroom	300	per unit
Apartment -Three Bedroom	350	per unit
Mobile Home Parks	300	per mobile home space
Single Family Dwelling	350	per unit
Assembly Hall (No Food Service)	2	per seat
Beauty Shop, Styling Salon	200	per station
Bowling Alleys (no food service)	75	per lane
Car Wash -(stand alone)	500	Per bay
Child Care Center	10	Per child and adult
Churches (small)	5	per sanctuary seat
Churches (large with kitchen)	7	per sanctuary seat
Country Clubs	50	per member
Dance Halls (No Food Service)	2	per person
Doctors/Dentists	75	per doctor
	20	per employee
	10	per patient
Drive-In Theaters	5	per car space
Factories (no showers)	25	per employee per 8-hour shift
Factories (with showers)	35	per employee -per 8-hour shift
Hospitals (no residents) (with food service)	300	per bed
Hotels	130	per unit
Institutions (residents) (with food service)	100	per person
Laundries (coin-operated)	400	per standard size machine
Nursing and Rest Homes (with food service)	200	per patient
	100	per resident employee
	50	per non-resident employee
Office Buildings	25	per employee
Office/warehouse space	0.1	per square foot
Retail Store	20	per employee
Restaurant -Ordinary (not 24-hour)	35	per seat
Restaurant -24-Hour	50	per seat
Restaurant -Banquet Rooms	5	per seat
Restaurant -Along Freeway	100	per seat
Restaurant -Tavern (very little food service)	35	per seat
Restaurant -Curb Service (drive-in)	50	per car space
Service Stations	1000	Per fuel island
Schools -Elementary (with food service)	15	per pupil
Schools -High and Junior High (with food service)	20	per pupil
Shopping Centers (no food service or laundries)	0.2	per sq. ft of floor space
Swimming Pool	10	per swimmer
Theaters, auditorium type	5	per seat
Youth and Recreation Camps (w/food service)	50	per person

LOCATOR MAP



LOCATOR MAP (Aerial view)



Neighborhood View



June 27, 2022

To: City of Franklin Capital Investment Committee

Thales Academy would like to design and build the new Thales Academy Franklin at Clovercroft campus in Williamson County, and asks that the City of Franklin Capital Investment Committee and City of Franklin Board of Mayor and Aldermen will approve sewer without annexation.

Thales Academy Franklin's tuition is \$5,500 per year, with excellent student academic outcomes, at the existing Carothers Parkway location.

Thales Academy depends on low infrastructure costs to serve as many families as possible with affordable, high quality private education.

- Property is zoned for school use in Williamson County, but the City of Franklin land use plan does not allow a school.
- Thales Academy uses a standard building prototype to reduce costs; the City of Franklin would want architectural and campus prototype changes that would make this project prohibitively costly. Prototype details:
 - All brick, precast stone, and glass (rendering and existing building photos attached).
 - Buildings designed around student comfort with large classrooms, huge wall to wall classical arched windows in every classroom, and 100% fresh air HVAC systems.
 - 14 campuses built to date with no architectural issues.
 - High capacity: Each campus has (2) 600 student school buildings for a total capacity of 1,200 students per location.
 - Security, carpool flow, student life, and all other protocols all work around the prototype design.
- Adjacent property, Franklin Christian Church, was granted sewer without annexation for their project, greatly reducing their build costs.

Our standard prototype will work on this lot with no modification (concept site plan attached).

Franklin Christian Church (FCC) has agreed in concept with Thales Academy on the following:

- Shared access.

- FCC would share their existing driveway with Thales Academy to avoid another access onto Clovercroft.
- Thales Academy would share school parking with the church for Sunday services and events, and FCC would share church parking with the school on school days.
- Shared maintenance along access road.

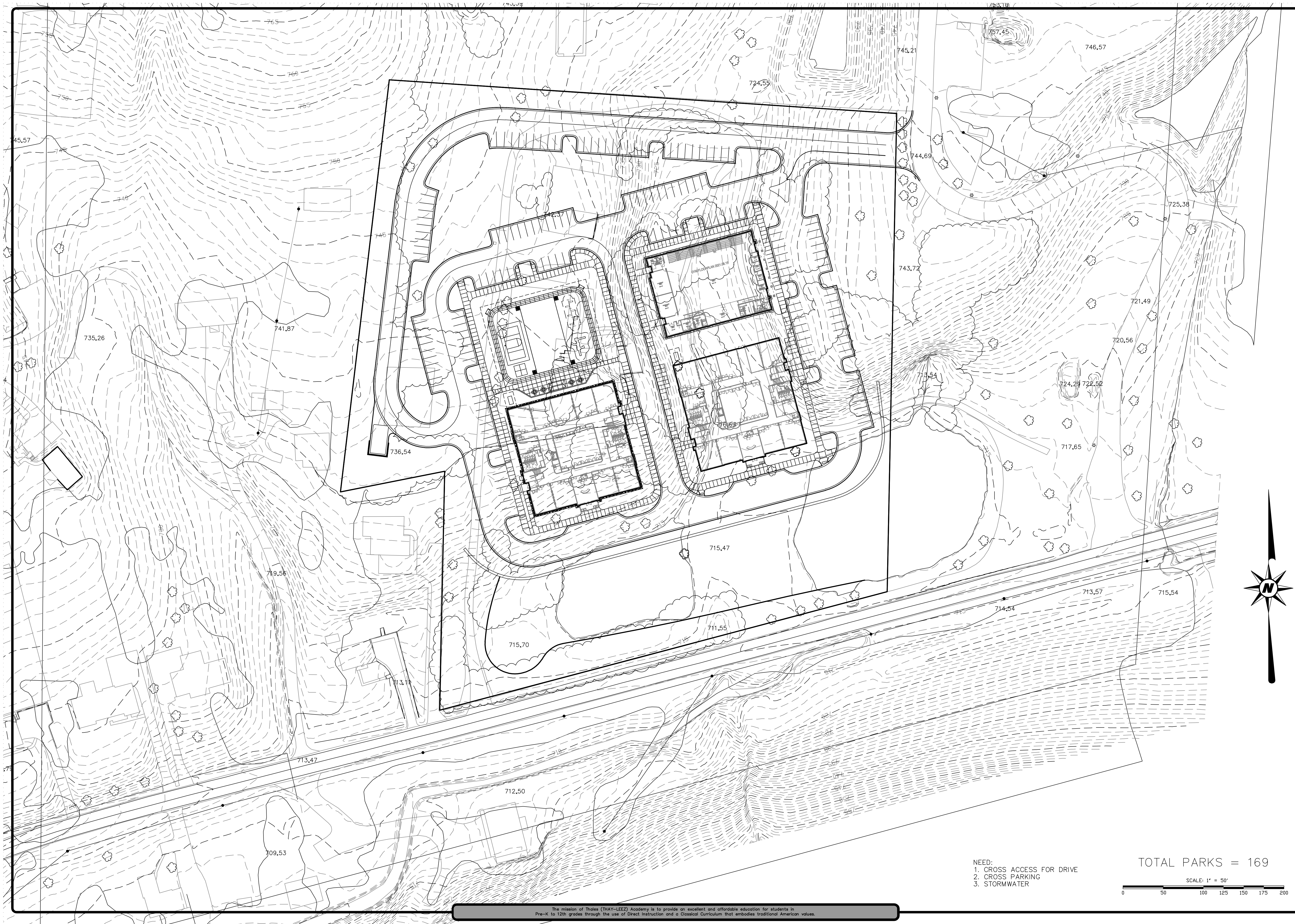
Thales Academy understands that a TIA will be required, and that turn lanes on Clovercroft may be required.

Thank you for your consideration. Please feel free to contact me anytime at 919-427-1646 or brandon.hafner@captiveaire.com.

Best regards,



Brandon Hafner
VP Construction/Facilities
Thales Academy

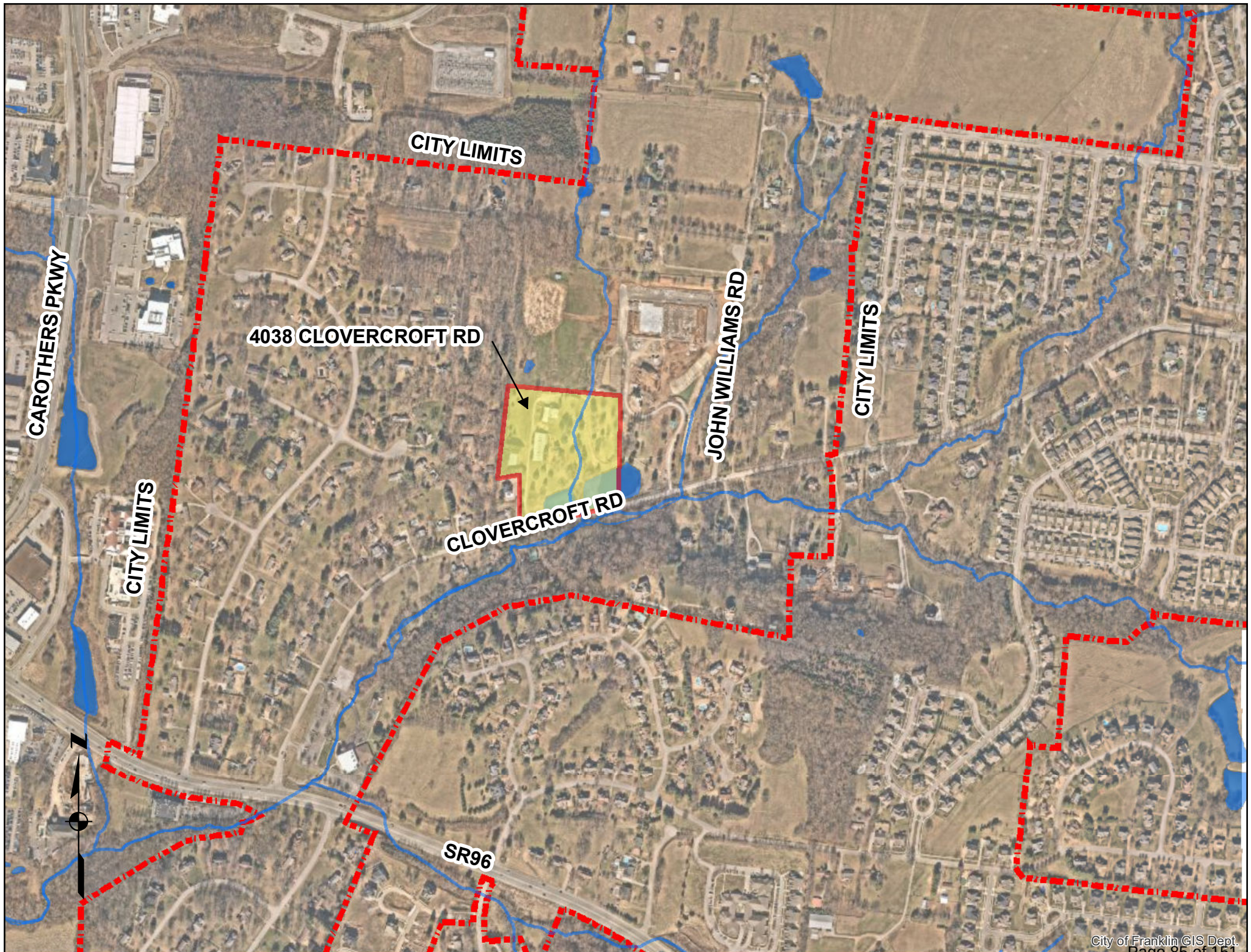


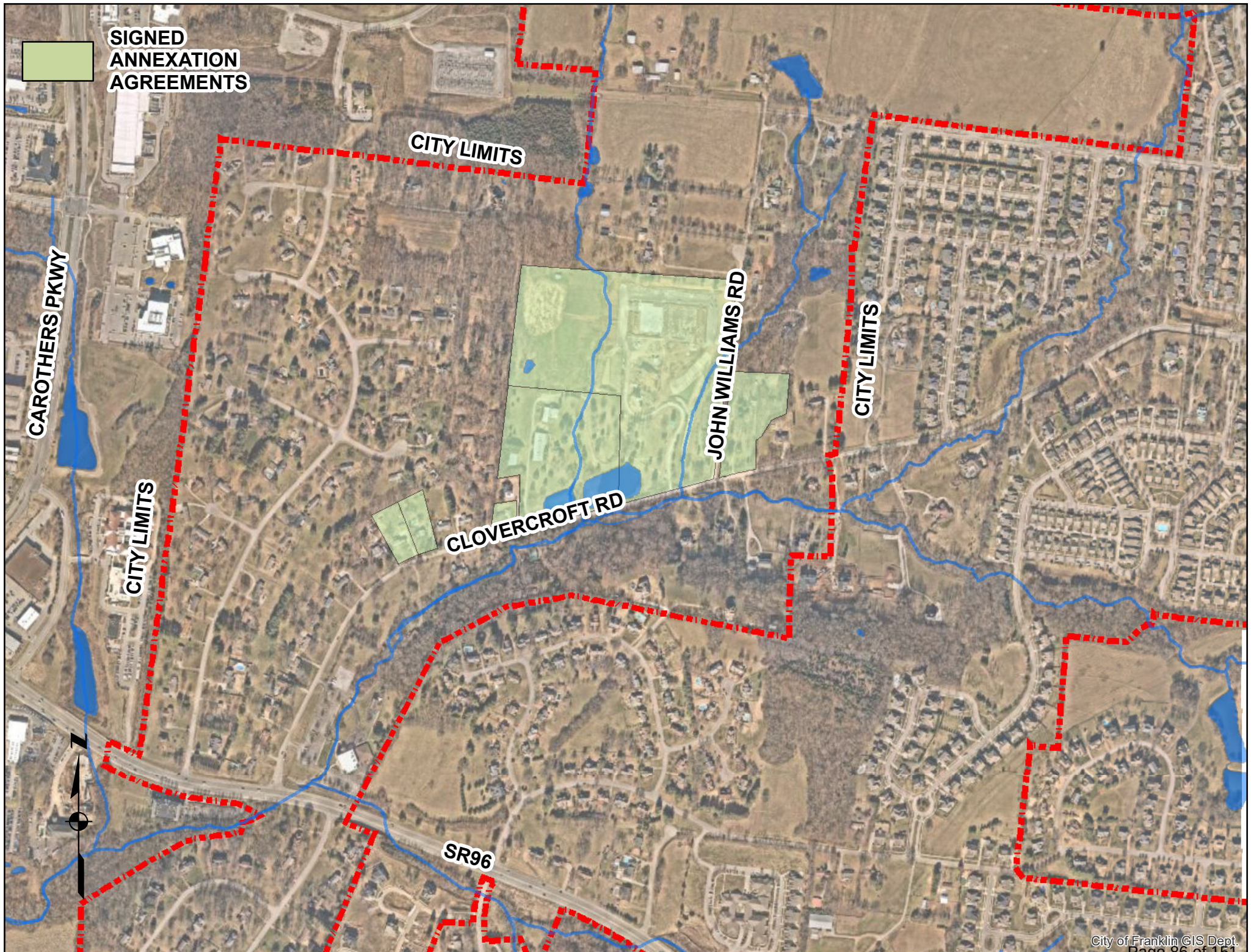












SIGNED
ANNEXATION
AGREEMENTS

CITY LIMITS

CAROTHERS PKWY

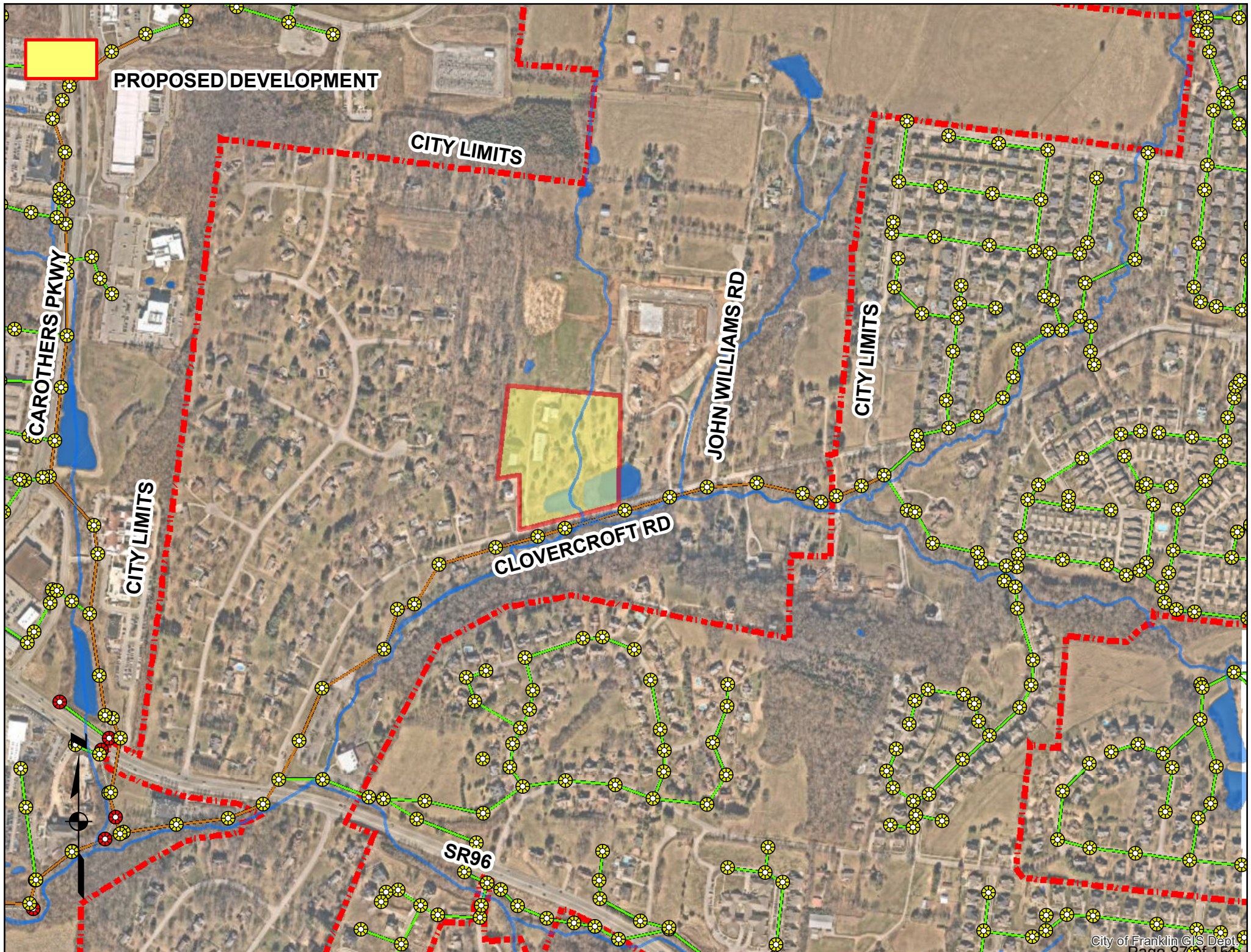
CITY LIMITS

JOHN WILLIAMS RD

CITY LIMITS

CLOVERCROFT RD

SR96





File #: 21-03194

DATE: July 25, 2022

TO: Board of Mayor and Aldermen

FROM: Vernon Gerth, Asst. City Administrator Community Development
Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of COF Contract No. 2022-0104, With EMF Property Holdings For A Road Impact Fee Offset Agreement For An Amount Not To Exceed \$1,563,391.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Contract No 2022-0104.

BACKGROUND/STAFF COMMENTS:

The Berry Farms Reams Fleming Tract PUD Subdivision, Site Plan, Lot 1 (EMF) (Development Project), submitted a request for a road impact fee offset agreement. The development is located at the southwest corner of Peytonsville Road and McBride Lane. The proposed plan for the EMF Headquarters consists of approximately 300,000 square feet (SF) of corporate office. A traffic impact analysis was completed on September 29, 2022. The study requires the widening of Peytsionville Road to include a northbound slip lane. These improvements can be seen on Exhibit A of the proposed agreement.

FINANCIAL IMPACT:

ELIGIBLE COLLECTOR ROAD IMPACT FEE REIMBURSEMENT. The total eligible costs of design, right-of-way acquisition, easements acquisition, permits, and construction of the above collector roadway Improvements is **Two Million Three Hundred Fifteen Thousand Six Hundred Seventy-Five and No/100 Dollars (\$2,315,675.00)** for the Development Project and the total reimbursement to the Developer is **One Million Five Hundred Sixty-Three Thousand Three Hundred Ninety-One and No/100 (\$1,563,391.00)**. Upon submittal of the construction documents for the Slip Lane, the City Engineer or designee shall evaluate what portion of the Improvements qualify for reimbursement. At no time shall reimbursement exceed the collector impact fees collected as part of the Berry Farms Reams Fleming Tract PUD Subdivision.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2022-0104.

**A ROAD IMPACT FEE OFFSET AGREEMENT WITH
EMF TN PROPERTY HOLDINGS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY
COF CONTRACT NO. 2022-0104**

This agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and EMF TN Property Holdings, LLC, a Tennessee Limited Liability Company, ("Developer"), on this the ____ day of _____, 20__, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code ("FMC").

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Berry Farms Reams Fleming Tract PUD Subdivision, Site Plan, Lot 1 (EMF) COF Project #7823 for approval (the "Development Project"); and

WHEREAS, the City has required the Developer to design, acquire right-of-way, acquire easements, obtain permits, and construct certain roadway improvements (the "Improvements") as a requirement of the Development Project and as shown on Exhibit A; and

WHEREAS, the Improvements required as part of the Development Project are identified in the City's Major Thoroughfare Plan, Connect Franklin; and

WHEREAS, the Developer has made application to offset a portion of the costs of these improvements against any Road Impact Fees due from the Development Project.

NOW THEREFORE, the City and the Developer, their successors and assigns, do hereby agree as follows:

- 1. PURPOSE.** The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the provision of reimbursement of collector and arterial road impact fees pursuant to the FMC.
- 2. TERM.** This Agreement shall become effective on the date it is fully executed and shall continue until the parties have fully fulfilled their obligations provided hereunder or until the agreement is terminated as provided herein. Understanding the large financial investment each party is making, this Agreement shall only be terminated for convenience upon written agreement of the parties.
- 3. PROJECT.** The Developer has submitted reliable information related to the costs of construction of a northbound "Slip Lane" on Peytonsville Road at McBride Lane, allowing northbound traffic on Peytonsville Road to merge into northbound traffic.
- 4. ELIGIBLE COLLECTOR ROAD IMPACT FEE REIMBURSEMENT.** The total eligible costs of design, right-of-way acquisition, easements acquisition, permits, and construction of the above collector roadway Improvements is **Two Million Three Hundred Fifteen Thousand Six Hundred Seventy-Five and No/100 Dollars (\$2,315,675.00)** for the Development Project and the total reimbursement to the Developer is **One Million Five Hundred Sixty-Three Thousand Three Hundred Ninety-One and No/100 (\$1,563,391.00)**. Upon submittal of the construction documents for the Slip Lane the City Engineer or designee shall evaluate what portion of the Improvements qualify for reimbursement. At no time shall reimbursement exceed the collector impact fees collected as part of the Barry Farms Reams Fleming Tract PUD Subdivision Development Project.

5. APPROVAL OF CONTRACTS AND AGREEMENTS. The City Engineer shall review and approve all professional services agreements, right-of-way and easement acquisition offers (that exceed the appraised value of the acquisition), and construction bids associated with the Improvements. The Developer shall obtain approval prior to the spending of any funding in which the Developer is seeking reimbursement from the City. The Developer agrees that failure to obtain contract approval from the City Engineer may result in loss of City reimbursement as determined by the City Engineer.

6. APPROVAL OF CONSTRUCTION DOCUMENTS. Prior to starting right-of-way acquisition, easement acquisition, and construction, the Developer shall submit construction documents to the City Engineer for review and approval. The Developer agrees that failure to obtain approval from the City Engineer may result in loss of City reimbursement as determined by the City Engineer.

7. PERMITS. The Developer shall be solely responsible for obtaining and complying with all necessary local, state, and federal permits associated with the Improvements.

8. ON-SITE RIGHT-OF-WAY AND EASEMENT DEDICATION. The reimbursement value of on-site right-of-way shall be based on the fair market value of the land at the date of application for the development approval for which the condition of dedication was imposed. The value of right-of-way is hereby established as **\$14.00 per SF**, and all other necessary temporary slope, temporary construction, access easements, and utility easements shall be dedicated at no cost to the City.

9. OFF-SITE RIGHT-OF-WAY AND EASEMENT ACQUISITION.

- a. The Developer shall be responsible for obtaining all off-site right-of-way and easements associated with the off-site Improvements.
- b. At a minimum, the Developer shall offer fair market value for all right-of-way and or easements necessary as part of the Improvements. The value of right-of-way and easements shall be determined by a professional real estate appraiser or other means as approved by the City Engineer.
- c. Should negotiations fail, the City agrees to assist, to the maximum extent allowable by law, in the acquisition of the necessary off-site right-of-way and easements associated with the Improvements.

10. Reimbursement and Final Acceptance.

- a. The Developer may submit periodic invoices to the City during the course of design, right-of-way acquisition, easement acquisition, permitting and construction (not more frequently than every 90 days), which invoices shall be payable within 30 days after approval by the Road Impact Fee Administrator (City Engineer), subject to collected impact fees as specified within this Agreement.
- b. No reimbursement on Construction shall be allowed until all right-of-way and easements have been properly deeded to the City and/or State and recorded at the Williamson County Register of Deeds.
- c. Invoices shall include copies of approved contracts and invoices associated with the roadway Improvements, partial lien waivers for all contracts and copies of checks to show proof of payment. The Developer shall submit invoices based on the latest approved City forms as required by the Road Impact Fee Administrator (City Engineer).
- d. Prior to final reimbursement and City acceptance of off-site Improvements, the Developer shall coordinate final inspections with the City and obtain letters of acceptance from the Street Department or City Engineer.

- e. The following costs are specifically excluded from reimbursement: fiscal cost, including interest of money borrowed to finance the construction, cost for utility relocations, landscaping, turn lanes, internal management fees and turn lanes / signal improvements that benefit solely the development and not the arterial and/or collector roadway.

11. INDEMNIFICATION.

- a. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Developer under this Agreement or otherwise, Developer shall indemnify and hold harmless the City, and the officers, directors, members, partners, employees, agents, consultants and subcontractors, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Improvements, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the improvements itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Developer, and any contractor and any subcontractor, and any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable.
- b. In any and all claims against City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Developer, and contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable, the indemnification obligation under the paragraph above will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, or any contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

13. MISCELLANEOUS.

- a. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.
- b. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- c. Specific Performance. The parties recognize that the rights afforded to each other under this Agreement are unique and, accordingly, the individual parties shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- d. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the

other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

- e. Assignment. The rights and obligations of this Agreement are not assignable without prior written consent of the City.
- f. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- g. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2022.

WITNESS our hands on the dates as indicated.

DEVELOPER

EMF TN Property Holdings, LLC,

a Tennessee Limited Liability Company

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ self to be _____ (or other officer authorized to execute the instrument) of **EMF TN Property Holdings, LLC, a Tennessee Limited Liability Company**, the within named bargainer, a _____, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this _____ day of _____, 2022.

Notary Public
My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____

DR. KEN MOORE

Mayor

Date: _____

By: _____

ERIC S. STUCKEY

City Administrator

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, 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 who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

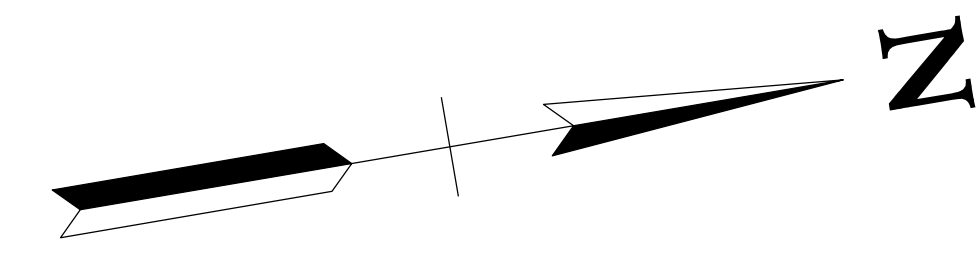
Witness my hand and seal this ____ day of _____, 2022.

Notary Public

My Commission Expires: _____

Approved as to form by:

William E. Squires, Assistant City Attorney



**APPROXIMATE R.O.W.
TO BE ACQUIRED:
2.38 ACRES**

BUCKET #2 - SLIP LANE AND IMPROVEMENTS FROM
INTERSECTION NORTH - COF OFFSET AGREEMENT

MCBRIDE LANE

12' MULTI-USE PATH

PEYTONSVILLE ROAD

122' R.O.W.

EXIST. R.O.W.

122' R.O.W. (TYP.)

PARCEL #1:
1.20 ACRES

PARCEL #2:
0.26 ACRES

PARCEL #3:
0.21 ACRES

PARCEL #4:
0.31 ACRES

PARCEL #5:
0.40 ACRES

PEYTONSVILLE ROAD CONCEPTUAL DESIGN



File #: 20-0719

DATE: July 22, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2020-0123, Parkland Construction And Dedication Agreement Between The City Of Franklin, Franklin Capital Investment, LLC And Vintage Franklin, LLC ("Vintage") For The Property Known As Vintage At Watson Glen PUD Subdivision.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to COF Contract No. 2020-0123, concerning the Parkland Construction and Dedication Agreement between the City of Franklin and Vintage Franklin for the property known as Vintage at Watson Glen PUD.

BACKGROUND/STAFF COMMENTS:

In the original agreement, Franklin Capital, LLC submitted to the City a plan with private parkland amenities consisting of as swimming pool, open air pavilions, passive sitting areas and public amenities consisting of walking trails, disc golf and an open space park. The development has Two Hundred Forty-Five (245) dwelling units located in Quadrant Two (2). Parkland Impact Fees and Parkland Dedication requirements are set forth in the City's Parkland Dedication Ordinance (Ordinance 2016-25 Franklin Municipal Code). The Parkland Impact Fee per dwelling unit is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00). The Total Parkland Impact Fee assessed for the units is One Million Fifty-Four Thousand Four Hundred Eighty Dollars and 00/100 Dollars (\$1,054,480.00). Franklin Capital, LLC intends to develop certain private parkland amenities and public areas to receive off-sets as set forth in the Parkland Ordinance. The estimated total off-set for the amenities is Seven Hundred Ninety Thousand Eight Hundred Sixty Dollars and 00/100 Dollars (790,860.00).

Ownership has changed from Franklin Capital, LLC and sold to Vintage Franklin. Amendment one solidifies the name change and obligation under the existing contract originally approved by BOMA on 9/22/20. No further changes have been listed within the amendment other than name only.

FINANCIAL IMPACT:

Franklin Capital, LLC shall pay the City Twenty Five Percent (25%), Two Hundred Sixty-Three Thousand Six Hundred Twenty and 00/100 Dollars (\$263,620.00) at the final plat or issuance of the first building permit, whichever comes first. The remaining Seventy-Five Percent (75%), Seven

Hundred Ninety Thousand, Eight Hundred Sixty and 00/100 Dollars (\$790,860), shall be collected on a pro-rated per permit basis of Three Thousand Two Hundred Twenty-Eight and 00/100 Dollars (\$3,228.00) per permit.

Parkland Fees to be paid \$ 1,054,480
75% Reimbursement \$ 790,860

Public Estimates

PUBLIC AREAS REIMBURSEMENT (100% of Cost)	
Land	\$ 161,511
Sidewalk - \$6.25/SF - 8' Wide	\$ 168,000
Sidewalk Prep - \$1.50/LF (Excavating & Grading)	\$ 25,000
Benches - Model RB-28, 4ft - qty. 8	\$ 10,000
Dog Park Agility Equipment	\$ 10,000
Dog Park Fencing	\$ 30,000
Signage	\$ 5,000
Pedestrian Bridge	\$ 150,000
Landscaping	\$ 30,000
Subtotal	\$ 589,511
Design Expense	\$ 25,000
Survey Expense	\$ 15,000
Contingency 20%	\$ 125,902
Public Reimbursement Total (100%)	\$ 755,413

Private Estimates

PRIVATE AMENITY AREA REIMBURSEMENT (25% of Cost)	
Pool	\$ 207,221
Pool Deck	\$ 60,000
Pool Deck Drainage	\$ 35,000
Landscaping	\$ 25,000
Pool Cabana	\$ 40,000
Cabana Stone/Brick	\$ 25,000
Pool Fencing	\$ 30,000
Access Controls	\$ 15,000
Lighting	\$ 20,000
Subtotal	\$ 457,221
Design Expense	\$ 25,000
Survey Expense	\$ 8,000
Contingency 20%	\$ 98,044
Total	\$ 588,265
Private Reimbursable Total (25%)	\$ 147,066

Total Public/Private Reimbursement Total \$ 902,479
Available Reimbursement Total \$ 790,860

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2020-0123.

**AMENDMENT NO. 1 TO
PARKLAND CONSTRUCTION AND DEDICATION AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
FRANKLIN CAPITAL INVESTMENT, LLC
COF CONTRACT NO. 2020-0123**

This Amendment No. 1 to COF Contract No. 2020-0123 ("Amendment") is entered into by Franklin Capital Investment, LLC, (hereinafter "Franklin Capital Investment"), Vintage Franklin, LLC, ("Vintage") and the City of Franklin ("City") to amend the construction and maintenance requirements for the private parkland amenities on the property known as Vintage at Watson Glen PUD Subdivision.

WITNESSETH:

WHEREAS, on March 12, 2021, Franklin Capital Investment and the City executed the Parkland Construction and Dedication Agreement ("Agreement"); and

WHEREAS, Franklin Capital Investment agreed to develop Map 79, Parcels 88 and 101.2 (the "Development Project"), into restaurants, offices, and 241 multi-family apartments as shown in Exhibits A and B; and

WHEREAS, on September 23, 2021, Franklin Capital Investment conveyed via Quit Claim Deed, part of the property to Vintage as shown in Exhibit D; and

WHEREAS, on September 24, 2021, TDK Development LLC, paid the Parkland Impact Fee of \$1,037,264.00, on behalf of Vintage, via check number 002008, and receipted by the City of Franklin as referenced in transaction number 210913 as shown in Exhibit F; and

WHEREAS, Vintage agrees to construct and maintain all aspects of the Development Project except the restaurant locations as shown in Exhibit E; and

WHEREAS, Vintage, upon construction and providing supporting documentation, shall be eligible for a reimbursement of Parkland Impact Fees as detailed in the Agreement and Exhibit C.

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:

1. The foregoing recitals are incorporated by reference as if fully state herein:
2. Vintage's Responsibilities and Duties. Vintage shall assume all rights, duties, and obligations of Franklin Capital Investment under the Agreement except for any rights, duties, and obligations associated with the property not conveyed to Vintage as shown in Exhibit E.
3. Franklin Capital Investment's Responsibilities and Duties. Franklin Capital Investment shall retain all rights, duties, and obligations of the property not conveyed to Vintage as shown in Exhibit E.

4. Waiver. Neither party's failure nor delay exercising 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 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.
11. All other provisions of the Agreement dated March 12, 2021, are unchanged and remain in full force and effect.

[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: _____
Dr. Ken Moore, Mayor

By: _____
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: _____
Shauna R. Billingsley
City Attorney

Franklin Capital Investment, LLC

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 TENNESSEE)

)

COUNTY OF WILLIAMSON)

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 Tennessee that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____(seal)

Signature

My Commission Expires: _____

Vintage Franklin, LLC

By: [Signature]

Name: Ben Parsley

Title: General Counsel

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 TENNESSEE)

COUNTY OF RUTHERFORD

On July 22, 2022, before me, Heather E. Adams, Notary Public, personally appeared Ben Parsley 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 Tennessee that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] (seal)
Signature

My Commission Expires: 06/15/2024



Vintage at Watson Glen PUD Subdivision Parkland Dedication Franklin, TN



Exhibit 'A' Overall Masterplan

Vintage at Watson Glen PUD Subdivision Parkland Dedication Franklin, TN



Exhibit 'B' Public Park

Vintage Franklin - Parkland Dedication Estimate

Parkland Fees to be paid \$1,037,264
75% Reimbursement **\$ 777,948**
25% Non-reimbursement \$ 259,316

Public Estimates

PUBLIC AREAS REIMBURSEMENT (75% of Cost)	
Land	\$ 161,511
Sidewalk - \$6.25/SF - 8' Wide	\$ 188,000
Sidewalk Prep - \$1.50/LF (Excavating & Grading)	\$ 40,000
Benches - Model RB-28, 4ft - qty. 8	\$ 10,000
Dog Park Agility Equipment	\$ 10,000
Dog Park Fencing	\$ 30,000
Signage	\$ 5,000
Pedestrian Bridge	\$ 165,000
Landscaping	\$ 45,000
Subtotal	\$ 654,511
Design Expense	\$ 50,000
Survey Expense	\$ 23,000
Contingency 20%	\$ 145,502

Public Reimbursement Total (75%) \$ 873,013

Available Reimbursement Total \$ 777,948

Rochelle

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Bass Berry & Sims PLC (BTG)
100 Peabody Place, Suite 1300
Memphis, Tennessee 38103

BK: 8739 PG: 743-748
21057423

6 PGS:AL-QUITCLAIM DEED	
820778	
09/24/2021 - 10:15 AM	
BATCH	820778
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON
REGISTER OF DEEDS

QUITCLAIM DEED

THIS INDENTURE, made as of the 23rd day of September, 2021, between FRANKLIN CAPITAL INVESTMENT, LLC, a Tennessee limited liability company, as party of the first part (hereinafter referred to as "Grantor"), and VINTAGE FRANKLIN, LLC, A Tennessee limited liability company, as party of the second part (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That for and in consideration of the sum of \$10.00 cash in hand paid, the receipt of which is hereby acknowledged, the Grantor conveys and quitclaims unto the Grantee all its right, title, interest and claim in and to the following described real estate, lying in Williamson County, Tennessee:

See Exhibit "A" attached hereto and made a part hereof.

BEING PART OF THE SAME property conveyed to FRANKLIN CAPITAL INVESTMENT, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, by Quitclaim Deed from E. WARNER BASS, TRUSTEE, dated January 31, 2018, of record in Book 7300, Page 468, as corrected in Book 7797, Page 146, in the Register's Office for Williamson County, Tennessee. Reference is further made to deeds of record in Book 1347, Page 641, and Book 1347, Page 645, said Register's Office.

And

BEING THE SAME property conveyed to FRANKLIN CAPITAL INVESTMENT, LLC, A TENNESSEE LIMITED LIABILITY COMPANY by deed from NASHVILLE-FRANKLIN LODGE NO. 72 B.P.O. ELKS, A TENNESSEE NOT FOR PROFIT CORPORATION, dated November 19, 2018, of record in Book 7507, Page 801, as corrected by Deed of Correction dated November 18, 2019 and effective as of November 19, 2018, of record in Book 7819, Page 527, said Register's Office.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument or has caused same to be executed this 23rd day of September, 2021.

FRANKLIN CAPITAL INVESTMENT, LLC
a Tennessee limited liability company

By: *Bob Goodall*
Name: Robert H. Goodall, Jr.
Title: President

STATE OF TENNESSEE)
COUNTY OF Sumner)

Personally appeared before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Robert H. Goodall, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Franklin Capital Investment, LLC, the within bargainer, a Tennessee limited liability company, and that he as such President executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as its President.

WITNESS my hand, at office, this 22 day of September, 2021.

Mary Webb Nolan
Notary Public

My Commission Expires:
7/2/2024



(Signature Page to Quitclaim Deed)

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer is \$10.00.

Bil Goodel
AFFIANT

Subscribed and sworn to before me this 22 day of September, 2021.

Mary Webb Nolan
Notary Public

My Commission Expires: 7/2/2024



Map-Parcel Numbers:
Parts of
Map 79, Parcel 088.00 and
Map 79, Parcel 101.20

Tax Notices to:
Vintage Franklin, LLC
1610 South Church Street
Murfreesboro, Tennessee 37130

The property is unimproved.

Property Address:
Vacant land

Names and Address of
Property Owner:
Vintage Franklin, LLC
1610 South Church Street
Murfreesboro, Tennessee 37130

(Affidavit of Value - Quitclaim Deed)

EXHIBIT A
Legal Description

Land located in the 9th Civil District of Williamson County, Tennessee, and being more particularly described as follows:

PART OF PARCEL 88 AND ALL OF PARCEL 101.20

BEING A TRACT OF LAND LYING IN THE NINTH CIVIL DISTRICT OF WILLIAMSON COUNTY, CITY OF FRANKLIN, TENNESSEE. SAID TRACT IS SHOWN AS PART OF PARCEL 88 AND ALL OF PARCEL 101.20 ON WILLIAMSON COUNTY PROPERTY MAP 79. SAID PARCEL 88 IS SHOWN AS LOT 24 ON THE PLAT ENTITLED, WATSON GLEN SUBDIVISION, SECTION 1, REVISION 10, RESUBDIVISION OF LOT 2 AND OF RIVERSIDE BUSINESS PARK SUBDIVISION, SECTION 1, REVISION 4, LOT 11, OF RECORD IN PLAT BOOK 29, PAGE 139, R.O.W.C.T. (REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE). SAID PARCEL 101.20 IS SHOWN AS LOT 3 ON THE PLAT ENTITLED, NASHVILLE LODGE NO. 72, B.P.O. ELKS SUBDIVISION, OF RECORD IN PLAT BOOK P70, PAGE 10, R.O.W.C.T. SAID LOTS ARE LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OAK MEADOW DRIVE AND ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH ROYAL OAKS BOULEVARD AND BEING MORE PARTICULARLY DESCRIBED, BY METES AND BOUNDS, AS FOLLOWS:

COMMENCEING AT AN IRON ROD (OLD) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES, ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH ROYAL OAKS BOULEVARD AND BEING THE SOUTH END OF A CURVE AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH ROYAL OAKS BOULEVARD AND THE SOUTH RIGHT-OF-WAY LINE OF OAK MEADOW DRIVE;

THENCE, WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 72.76 FEET, A CENTRAL ANGLE OF 83 DEGREES 22 MINUTES 19 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 89 DEGREES 31 MINUTES 21 SECONDS EAST, 66.50 FEET TO AN IRON ROD (OLD) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES, IN THE SOUTH RIGHT-OF-WAY LINE OF OAK MEADOW DRIVE;

THENCE, WITH THE SOUTH RIGHT-OF-WAY LINE OF OAK MEADOW DRIVE, SOUTH 48 DEGREES 47 MINUTES 29 SECONDS EAST, 121.81 FEET TO AN IRON ROD (OLD) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES;

THENCE, CONTINUING WITH THE SOUTH RIGHT-OF-WAY LINE OF OAK MEADOW DRIVE, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 820.00 FEET, AN ARC LENGTH OF 71.12 FEET, A CENTRAL ANGLE OF 04 DEGREES 58 MINUTES 10 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 51 DEGREES 16 MINUTES 35 SECONDS EAST, 71.10 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUING WITH THE SOUTH RIGHT-OF-WAY LINE OF OAK MEADOW DRIVE, FOR THE NEXT THREE CALLS:

- 1) WITH A CURVE TO THE LEFT HAVING A RADIUS OF 820.00 FEET, AN ARC LENGTH OF 331.41 FEET, A CENTRAL ANGLE OF 23 DEGREES 09 MINUTES 24 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 65 DEGREES 20 MINUTES 22 SECONDS EAST, 329.1610 FEET TO AN IRON ROD (OLD) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES;
- 2) SOUTH 76 DEGREES 55 MINUTES 03 SECONDS EAST, 834.46 FEET TO AN IRON ROD (OLD) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES;
- 3) WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 537.96 FEET, AN ARC LENGTH OF 464.57 FEET, A CENTRAL ANGLE OF 49 DEGREES 28 MINUTES 46 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 52 DEGREES 10 MINUTES 40 SECONDS EAST, 450.27 FEET TO AN IRON ROD (OLD) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES;

THENCE, LEAVING THE SOUTH RIGHT-OF-WAY LINE OF OAK MEADOW DRIVE AND WITH THE NORTH LINE OF NASHVILLE LODGE NO. 72 B.P.O. ELKS OF RECORD IN DEED BOOK 1708, PAGE 12, R.O.W.C.T., AND SHOWN AS LOT 2 ON THE PLAT ENTITLED, NASHVILLE LODGE NO. 72, B.P.O. ELKS SUBDIVISION, OF RECORD IN PLAT BOOK P70, PAGE 10, R.O.W.C.T., NORTH 83 DEGREES 59 MINUTES 15 SECONDS WEST, 56.05 FEET TO AN IRON ROD (NEW) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES;

THENCE, LEAVING SAID LOT 24 WITH THE COMMON LINE BETWEEN SAID LOTS 2 AND 3, FOR THE NEXT TEN CALLS:

- 1) SOUTH 65 DEGREES 06 MINUTES 42 SECONDS WEST, 74.60 FEET TO AN IRON ROD (NEW) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES;
- 2) SOUTH 82 DEGREES 22 MINUTES 26 SECONDS WEST, 23.06 FEET TO AN IRON ROD (NEW) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES;
- 3) SOUTH 57 DEGREES 50 MINUTES 00 SECONDS WEST, 54.01 FEET TO AN IRON ROD (NEW) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES;
- 4) SOUTH 65 DEGREES 06 MINUTES 42 SECONDS WEST, 39.50 FEET TO AN IRON ROD (NEW) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES;
- 5) NORTH 88 DEGREES 32 MINUTES 11 SECONDS WEST, 45.48 FEET TO AN IRON ROD (NEW) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES;
- 6) SOUTH 42 DEGREES 38 MINUTES 55 SECONDS WEST, 52.84 FEET TO AN IRON ROD (NEW) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES;
- 7) SOUTH 65 DEGREES 06 MINUTES 42 SECONDS WEST, 30.27 FEET TO AN IRON ROD (NEW) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES;
- 8) SOUTH 45 DEGREES 49 MINUTES 45 SECONDS WEST, 12.88 FEET TO AN IRON ROD (NEW) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES;
- 9) SOUTH 00 DEGREES 35 MINUTES 29 SECONDS WEST, 29.36 FEET TO AN IRON ROD (NEW) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES;
- 10) SOUTH 86 DEGREES 22 MINUTES 33 SECONDS WEST, 47.02 FEET TO AN IRON ROD (NEW) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES IN THE EASTERLY LINE OF SAID LOT 24;

THENCE, WITH THE WESTERLY LINE OF SAID LOT 2 AND THE EASTERLY LINE OF SAID LOT 24, SOUTH 05 DEGREES 14 MINUTES 00 SECONDS WEST, PASSING A WITNESS IRON ROD (NEW) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES, ON THE NORTH SIDE OF WATSON BRANCH AT A DISTANCE OF 92.27 AND CONTINUING FOR 25.00 FEET FOR A TOTAL DISTANCE OF 117.27 FEET TO A POINT IN THE CENTER OF WATSON BRANCH, SAID POINT BEING THE NORTHEAST CORNER OF CREEKSTONE HOMEOWNER'S ASSOCIATION OF RECORD IN DEED BOOK 6104, PAGE 222, AND LOT 808 AS SHOWN ON THE PLAT ENTITLED, CREEKSTONE COMMONS P.U.D. SUBDIVISION, SECTION FOUR, OF RECORD IN PLAT BOOK P58, PAGE 10, R.O.W.C.T.;

THENCE, WITH THE CENTERLINE OF WATSON BRANCH, THE NORTH LINE OF SAID LOT 808, CADENCE BANK, N.A. OF RECORD IN DEED BOOK 5136, PAGE 628, AND LOT 27 AS SHOWN ON THE PLAT ENTITLED, CREEKSTONE COMMONS SUBDIVISION, REVISION 4, OF RECORD IN PLAT BOOK P49, PAGE 110, R.O.W.C.T., FOR THE NEXT FIFTEEN CALLS:

- 1) NORTH 83 DEGREES 48 MINUTES 10 SECONDS WEST, 161.22 FEET;
- 2) SOUTH 61 DEGREES 46 MINUTES 08 SECONDS WEST, 106.65 FEET;
- 3) SOUTH 86 DEGREES 48 MINUTES 30 SECONDS WEST, 198.12 FEET;
- 4) NORTH 65 DEGREES 28 MINUTES 52 SECONDS WEST, 120.02 FEET;
- 5) NORTH 24 DEGREES 43 MINUTES 04 SECONDS WEST, 244.21 FEET;
- 6) NORTH 84 DEGREES 36 MINUTES 00 SECONDS WEST, 115.35 FEET;
- 7) NORTH 52 DEGREES 04 MINUTES 01 SECONDS WEST, 87.70 FEET;
- 8) NORTH 57 DEGREES 18 MINUTES 12 SECONDS WEST, 163.19 FEET;
- 9) NORTH 29 DEGREES 52 MINUTES 55 SECONDS WEST, 101.80 FEET;
- 10) NORTH 74 DEGREES 02 MINUTES 09 SECONDS WEST, 41.15 FEET;
- 11) NORTH 48 DEGREES 56 MINUTES 27 SECONDS WEST, 137.25 FEET;
- 12) SOUTH 88 DEGREES 57 MINUTES 25 SECONDS WEST, 67.60 FEET;
- 13) SOUTH 10 DEGREES 32 MINUTES 54 SECONDS WEST, 26.12 FEET;
- 14) SOUTH 74 DEGREES 19 MINUTES 35 SECONDS WEST, 89.75 FEET;
- 15) NORTH 75 DEGREES 22 MINUTES 06 SECONDS WEST, 55.08 FEET;

THENCE, LEAVING WATSON BRANCH AND CONTINUING WITH THE NORTH LINE OF SAID LOT 27, NORTH 62 DEGREES 35 MINUTES 03 SECONDS WEST, PASSING A WITNESS IRON ROD (NEW) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES, ON THE NORTH BANK OF SAID BRANCH AT A DISTANCE OF 75.00 FEET AND A TOTAL DISTANCE OF 171.48 FEET TO AN IRON ROD (NEW) WITH A CAP STAMPED, RAGAN-SMITH & ASSOCIATES, 211.00 FEET FROM THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH ROYAL OAKS BOULEVARD;

THENCE, SEVERING SAID LOT 24, WITH A NEW LINE OF DIVISION, FOR THE NEXT FIVE CALLS:
1) NORTH 88 DEGREES 50 MINUTES 10 SECONDS EAST, 123.00 FEET TO AN IRON ROD (NEW) WITH A CAP
STAMPED, RAGAN-SMITH & ASSOCIATES;
2) NORTH 57 DEGREES 15 MINUTES 55 SECONDS EAST, 141.00 FEET TO AN IRON ROD (NEW) WITH CAP
STAMPED, RAGAN-SMITH & ASSOCIATES;
3) NORTH 54 DEGREES 30 MINUTES 39 SECONDS EAST, 71.13 FEET TO AN IRON ROD (NEW) WITH CAP
STAMPED, RAGAN-SMITH & ASSOCIATES;
4) NORTH 38 DEGREES 11 MINUTES 59 SECONDS EAST, 51.19 FEET TO AN IRON ROD (NEW) WITH CAP
STAMPED, RAGAN-SMITH & ASSOCIATES;
5) NORTH 52 DEGREES 40 MINUTES 37 SECONDS EAST, 185.75 FEET TO THE POINT OF BEGINNING AND
CONTAINING 797,565 SQUARE FEET OR 18.31 ACRES, MORE OR LESS.

THE FOREGOING LEGAL DESCRIPTION WAS PREPARED BY TED J. STEVENSON,
TENNESSEE REGISTERED LAND SURVEYOR REGISTRATION NO. 2136, OF RAGAN-SMITH
ASSOCIATES, INC., 315 WOODLAND STREET, P.O. BOX 60070, NASHVILLE, TN 37206.

31525730.4



9/24/2021 13:57

City of Franklin
Building and Neighborhood Svcs.
615-794-7012

Register ID: BNS4
Cashier: 1919
Tran Date: 9/24/2021 1:56:44 PM
Tran # 210913
Payer: Josh hunter

DESCRIPTION	AMT DUE	AMT PAID
AP# 7474		
Fee: Park Impact		
Quad 2(Parkland		
Impact Fee for Qu		
adrant 2)		
\$1,037,264.00	\$1,037,264.00	
CHECK #002008		
	\$1,037,264.00	

Subtotal:	\$1,037,264.00
Tax:	\$0.00
Total:	\$1,037,264.00
Payment:	\$1,037,264.00
Change:	\$0.00

Thank you!
Stay current by visiting
<http://www.franklin.tn.gov>

Comments



File #: 21-03414

DATE: July 26, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Jack Tucker, SES Director

SUBJECT:

Presentation On Ongoing Evaluation Of Sanitation And Environmental Services (SES) Contracts Regarding Hauling And Disposal Of Municipal Solid Waste And Disposal Of Recyclables.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the ongoing evaluation of hauling and disposal contracts and potential options.

BACKGROUND/STAFF COMMENTS:

The Sanitation and Environmental Services (SES) Department currently holds contracts with Marshall County, Tennessee for the disposal of recyclables and with Bi-County Solid Waste Management for the hauling and disposal of municipal solid waste (MSW).

The Marshall County contract (COF Contract No. 2014-0305) was executed in November 2014 with an initial five-year term and the ability for the City to extend two, 3-year terms (through November 25, 2025). This contract provides for the processing of the City's curbside recyclables that the City hauls to the Marshall County facility at a disposal fee of \$0.00/ton.

In August 2020, the City agreed to amend the Marshall County contract to allow for a tipping fee of \$25.00/ton due to ongoing impacts from COVID. The last of these amendments expired on July 31, 2022. However, there have been ongoing changes in the recycling industry, most notably, China's policy initiative, the "National Sword", that was more widely implemented in January 2021. This policy, in effect, eliminated the United States' ability to dispose of recyclables efficiently, eventually driving the cost of recycling higher. As a result, Marshall County has requested to increase the City's tipping fee to help ensure they are able to fund their recyclables processing operation. Staff is asking the BOMA to consider the following tipping fees for recyclables:

- \$30/ton from September 1, 2022, through June 30, 2023.
- \$40/ton from July 1, 2023, through June 30, 2024.
- \$45/ ton from July 1, 2024, through June 30, 2025.

- \$50/ ton from July 1, 2025, through November 25, 2026.

In evaluating recycling disposal fees in the Middle Tennessee area, the Marshall County partnership would still be the best option for processing recyclables, even with planned increases over the next several years and in doing so, would create a more sustainable arrangement with our long-term partner.

The Bi-County contract (COF Contract No. 2012-0023) was originally executed in June 2012 that included an original term beginning July 1, 2012 through June 30, 2014, with the ability for the City to add four, 3-year extensions (through June 30, 2026). The contract provides for the hauling of municipal solid waste (MSW) from the City's transfer station to the Bi-County Landfill. SES staff have been exploring the possibility of splitting off the hauling service from the disposal service to allow for more direct oversight of the hauling and to evaluate the potential for compaction at the transfer station. Also, similar to Marshall County, the City's rates are considerably under current market rates. Amending this contract would also provide for a more sustainable, long-term arrangement with our partner. Working with the Purchasing Department, SES is in the process of bidding hauling and compaction services to better understand current market conditions with a scheduled bid opening at the end of August 2022.

With both the Marshall County and Bi-County arrangements, the City can expect to pay more per ton in the short-term. That said, the staff does not believe that these contracts are sustainable in the long-term and that making certain changes, some of which are still being evaluated, would put the City in the position of having long-term sustainable solutions for hauling and disposal services.

FINANCIAL IMPACT:

The full financial impact is yet to be determined.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge this presentation and provide direction to staff related to potential modifications to these long term agreements.

SANITATION & ENVIRONMENTAL SERVICES (SES)

RECYCLING AND
MUNICIPAL SOLID
WASTE (MSW)

AUGUST 9, 2022

AGENDA

- GOALS
- DISCUSSION OF RECYCLING CONTRACT
- DISCUSSION OF MSW CONTRACT
 - LANDFILL
 - HAULING
 - POTENTIAL FOR COMPACTION SERVICES

GOALS

- ESTABLISH PREDICTABLE COSTS AT COMPETITIVE RATES
- LONG-TERM CONTRACTS FOR THE NEXT 10 YEARS
- ENHANCE CAPACITY OF TRANSFER STATION FOR BOTH RESIDENTIAL COLLECTION BY THE COF AND PRIVATE HAULERS THAT SUPPORT SUSTAINABLE OPERATIONS
- CONSISTENT WITH ONGOING EFFORTS, STAFF SEEKS TO IDENTIFY OPERATIONAL EFFICIENCIES, MANAGE COSTS, AND ENHANCE SERVICES

MARSHALL COUNTY – RECYCLING

- CURRENT RECYCLING CONTRACT WITH MARSHALL COUNTY – COF CONTRACT No. 2014-0305
 - CONTRACT 2014-0305, AFTER TWO, 3-YEAR EXTENSIONS WILL EXPIRE NOVEMBER 25, 2026
 - AMENDMENT 3 EXPIRED JULY 31, 2022, WHICH INCLUDED A TIPPING FEE OF \$25/TON RELATED TO COVID IMPACTS
 - CHINA’S POLICY INITIATIVE, THE “NATIONAL SWORD” ANNOUNCED IN JULY 2017
 - AS OF JANUARY 2021—CHINA NO LONGER IMPORTS RECYCLABLES FROM THE UNITED STATES
 - AS A RESULT, MARSHALL COUNTY HAS REQUESTED A TIPPING FEE TO ALLOW FOR THEIR OPERATION TO CONTINUE
 - CITY IS WORKING ON A CONTRACT AMENDMENT TO MAKE THE TERMS OF OUR PARTNERSHIP MORE SUSTAINABLE

MARSHALL COUNTY – RECYCLING

- PROPOSED RECYCLING CONTRACT AMENDMENT 4 WITH MARSHALL COUNTY – COF CONTRACT No. 2014-0305
 - THE TIPPING FEE FOR RECYCLABLES SHALL BE \$25/TON THROUGH JULY 31, 2022 (MOST RECENT AMENDMENT).
 - THE TIPPING FEE FOR RECYCLABLES SHALL BE \$30/TON SEPTEMBER 1, 2022, THROUGH JUNE 30, 2023.
 - THE TIPPING FEE FOR RECYCLABLES SHALL BE \$40/TON JULY 1, 2023, THROUGH JUNE 30, 2024.
 - THE TIPPING FEE FOR RECYCLABLES SHALL BE \$45/ TON JULY 1, 2024, THROUGH JUNE 30, 2025.
 - THE TIPPING FEE FOR RECYCLABLES SHALL BE \$50/ TON JULY 1, 2025, THROUGH NOVEMBER 25, 2026.
 - PRIOR TO NOVEMBER 25, 2026, THE CITY AND MARSHALL COUNTY WILL NEGOTIATE A TIPPING FEE BASED ON CURRENT MARKET CONDITIONS FOR A PERIOD OF 5 YEARS, OR THE CITY WILL SEEK RECYCLING PROCESSING SERVICES IN THE OPEN MARKET

BI-COUNTY – MUNICIPAL SOLID WASTE (MSW)

- CURRENT RECYCLING CONTRACT WITH BI-COUNTY – COF CONTRACT No. 2012-0023
 - CONTRACT 2012-0023, AFTER FOUR, 3-YEAR EXTENSIONS WILL EXPIRE JUNE 30, 2026
 - CONTRACT PROVIDES FOR HAULING AND DISPOSAL OF MSW

BI-COUNTY – MUNICIPAL SOLID WASTE (MSW)

- CURRENT CONTRACT WITH BI-COUNTY HAS VERY FAVORABLE TERMS FOR THE CITY. HOWEVER, THE TERMS HAVE INTRODUCED SIGNIFICANT CHALLENGES FOR BI-COUNTY
- CITY IS IN THE PROCESS OF EVALUATING LONG-TERM, SUSTAINABLE SERVICES WITH OUR PARTNER
 - TRANSPORTATION AND COMPACTION IS CURRENTLY IN A BID PROCESS
 - COMPACTION COMPONENT MAY LEAD TO SIGNIFICANT COST SAVINGS IN TERMS OF CAPITAL INVESTMENTS IN FUTURE YEARS FOR ADDITIONAL TRANSFER STATION CAPACITY

SUMMARY

- BOTH CONTRACTS ARE WITH OTHER GOVERNMENT AGENCIES
- IN THE SHORT-TERM, THE CITY WILL SEE AN INCREASE IN COSTS
- IN THE LONG-TERM, STAFF IS WORKING TO REESTABLISH SUSTAINABLE PARTNERSHIPS BEYOND THE CURRENT CONTRACT TERMS
- ENHANCE CAPACITY OF TRANSFER STATION FOR BOTH RESIDENTIAL COLLECTION BY THE COF AND PRIVATE HAULERS THAT SUPPORT SUSTAINABLE OPERATIONS AND TO AVOID SIGNIFICANT CAPITAL EXPENDITURES IN THE FUTURE
- THROUGH THESE EVALUATIONS, STAFF SEEK TO IDENTIFY OPERATIONAL EFFICIENCIES, MANAGE COSTS, AND ENHANCE SERVICES OVER THE LONG-TERM



File #: 21-03425

DATE: July 28, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator

SUBJECT:

Discussion Regarding City Judge Candidates

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the appointment of a new City Judge.

BACKGROUND/STAFF COMMENTS:

Franklin's City Court Judge Deana Hood was recently elected to serve as Circuit Court Judge in Williamson County. In anticipation of taking on this new role, she informed the City of her plans to resign effective August 31, 2022. Judge Hood has served as Franklin City Court Judge for eight years. Article X, Section 1 of the City Charter provides that the Board of Mayor and Aldermen appoint the City Judge, setting the term limit, and compensation by ordinance. The only requirement to serve as City Court Judge is to be a lawyer of the City of Franklin or Williamson County Bar.

The City advertised this vacancy and began accepting applications in late May 2022. 19 applications were received, 17 of which were from applicants meeting the minimum qualifications. Of those, 15 candidates accepted an offer to participate in a first interview. The interview panel consisted of City staff from Administration, Building and Neighborhood Services, City Court, Human Resources, Law, and Police. Next, the staff team identified a "finalist group" consisting of the candidates that scored in the top five during the first round of interviews. In addition to a second interview, the finalists wrote and presented a legal opinion based on two fictional municipal cases. All of the interviews were video recorded and shared with the Board for review along with the written opinions submitted by the finalists. Finally, a special work session was held on August 3, 2022 at which four of the top finalists met with the Board (one candidate was unable to attend).

Historically, the City Judge has served a four-year term and is paid a salary of \$25,000 for this part-time position. The job description and certification list are attached.

FINANCIAL IMPACT:

The City Judge is paid \$25,000 per year. This funding is included in the City General Fund budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen vote on the appointment at the August 23, 2022 meeting and consider scheduling a special meeting to allow for the second and final vote before September 1, 2022.

City of Franklin

Job Description

Job Title: City Judge

Reports To: Board of Mayor and Aldermen

Supervises: N/A

FLSA Status: Exempt

Approved Date: _____

I. Purpose of Job

To render legal decisions and administer the City of Franklin Municipal Court. The City Judge exercises the jurisdiction conferred by Tennessee statutes and the City charter and municipal code. The City Judge shall try all persons charged with violation of the ordinances of the City and shall have the power to levy fines, penalties, and forfeitures not exceeding fifty dollars (\$50) (or as amended by law) for each offense and to impose such costs as the Board may by ordinance provide, to issue all necessary process, to administer oaths, and to punish for contempt by fine and/or imprisonment in cases provided for in Title 29, Chapter 9 of the Tennessee Code Annotated.

The City Judge may continue to practice law and pursue other business interests to the extent permitted under the Code of Judicial Conduct.

The term for City Judge is four (4) years and appointment will be confirmed by ordinance of the Board of Mayor and Aldermen.

II. Essential Job Duties

A. The duties listed are intended only as illustrative examples of the various types of work that may be performed by individuals in this classification. Any of the following duties may be performed. These examples are not necessarily performed by all incumbents and do not include all specific essential functions and responsibilities the incumbent may be expected to perform.

1. Maintains an uncontested case docket at City Court, which is conducted on the 2nd and 4th Tuesday of each month at 7:30 a.m. and a contested case docket, which is conducted on the second Thursday of each month at 7:30 a.m.. A total of 4 pre-planned docket absences per year are permitted.
2. Provides recommendations for substitute City judge in cases of conflict-of-interest or pre-planned absences from City Court.
3. Operates a motor vehicle safely and legally.
4. Provides advice and training to support staff as needed.
5. Available twice a month on non-court dates to review and sign pleadings and other paperwork as needed.
6. Administers the City's Municipal Court as required by law and Supreme Court rules;
7. Conducts trials, hearings, and arraignments; makes findings of guilty or not guilty, determines punishment.
8. Keeps informed of changes in City ordinances or those stemming from higher court decisions.
9. Performs related work as needed.
10. Maintain proficiency by attending conferences and meetings, reviewing reports, reading professional journals, and meeting with others in area served.

May 2022

11. Maintain work areas in a clean and orderly manner.

B. Knowledge, Skills and Abilities: The qualities below reflect the working dynamic of the position.

Knowledge of:

1. Principles, practices, and techniques of public administration, City government, Municipal Court policies and procedures.
2. Common personnel policies.
3. Principles and practices of management and supervision.
4. Principles of Municipal Court administration.
5. Reporting and disclosure requirements of government entities.
6. The principles and practices of the legal profession.
7. Court procedures and practices.
8. Legal procedures involved in courtroom presentations.

Skill in:

1. Supervising personnel, including training, assigning, and reviewing work.
2. Planning, coordinating, and directing the operations of the Municipal Court Department to achieve established goals and maximize efficiency.
3. Implementing work methods and procedures which promote a safe working environment and ensuring proper staff training in work safety.
4. Interpreting, understanding, and applying technical reports, statutes, rules, and regulations.
5. Evaluating work priorities, procedures, and processes to determine their effectiveness and efficiency.
6. Developing and implementing recommendations regarding work procedures and cost effective services.
7. Providing outstanding customer satisfaction (internally and externally).
8. Use of Microsoft Office and applicable specialized software.

III. Primary Job Challenges

Primary challenges of this position include understanding a vast scope of municipal law that applies to the City. Another challenge of this position includes handling a large amount of casework with limited resources and staff.

IV. Equipment Operated

Computer and other office equipment such as printers and fax machines and personal devices such as laptops, tablets, and iPads, etc.

V. Key Competencies Required

▪ Job Content Knowledge

Has extensive knowledge of policies, procedures, and activities of the City and its administrative practices as they pertain to the performance of duties relating to the position of City Judge. Has extensive knowledge of City codes, ordinances, and policies. Knows how to develop and administer operations and staff plans and objectives for the expedience and effectiveness of specific duties of the Municipal Court. Has comprehensive knowledge of the terminology, principles, and methods utilized for City operations. Is knowledgeable

and proficient with computers.

- **Language Skills:** Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.
- **Mathematical Skills:** Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- **Reasoning Ability:** Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, musical notes, etc.) at the highest level. Ability to deal with a variety of abstract and concrete variables.
- **Teamwork:** Develops constructive and cooperative working relationships with others. Encourages others to express their ideas and opinions. Provides input into identifying and solving problems. Anticipates need of others for information about job tasks and work environment and provides it to them in a timely manner. Willingly assists others with job tasks when appropriate.

VII. Physical Demands and Work Environment

Physical Demands: Performance of the essential duties of this job requires the incumbent to:

- Occasionally stand.
- Occasionally walk.
- Regularly sit.
- Regularly use hands to finger, handle, or feel.
- Regularly reach with hands and arms.
- Occasionally stoop, kneel, crouch, or crawl.
- Regularly talk or hear.
- Occasionally lift up to 10 pounds.

Work Environment: Performance of the essential duties of this job requires:

The work environment is moderately noisy (examples: business office with computers and printers, light traffic).

VIII. Qualifications

Education & Experience:

1. Graduation from an accredited law school.
2. Minimum ten (10) years of experience practicing law.
3. Excellent work history and attendance.
4. Court experience is preferred.
5. Municipal related knowledge is preferred.

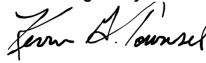
May 2022

6. Member of the Williamson County Bar Association.
7. Must be duly licensed attorney of the State of Tennessee or other State Bar for a minimum of ten (10) years prior to selection.

City Judge
External July 2022

RANK	LAST	FIRST	ORAL RD 1	ORAL RD 2	PRESENTATION	TOTAL
1	Borne	Jessica	41.85	41.00	13.43	96.28
2	Zipper	Katie	41.64	40.07	13.86	95.57
3	Cohen	William	42.00	38.93	12.76	93.69
4	Thompson	Kim	38.00	35.86	11.71	85.57
5	Bryan	Vanessa	35.28	36.64	11.64	83.56
6	Barham	Daniel	34.92	N/A	N/A	34.92
7	Green	Donna	33.85	N/A	N/A	33.85
8	Hoover	Angela	33.78	N/A	N/A	33.78
9	Stewart	Quinn	32.00	N/A	N/A	32.00
10	Grimmett	David	31.85	N/A	N/A	31.85
11	Armstrong	Kendra	30.57	N/A	N/A	30.57
12	Smith	Michael	30.14	N/A	N/A	30.14
13	Jensen	Joseph	29.35	N/A	N/A	29.35
14	Byrd	Rebecca	28.14	N/A	N/A	28.14
15	Arthur	James	26.00	N/A	N/A	26.00

ORAL Oral Interview Average of oral interview scores 48 point max
PRESENTATION Presentation: Average of presentation scores 16 point max

DocuSigned by:

7E94D9097A3F44D...

8/4/2022



File #: 21-03437

DATE: August 2, 2022
TO: Board of Mayor and Aldermen
FROM: Emily Wright, Planning Director
Kelly Dannenfelser, Asst. Director of Planning

SUBJECT:

Presentation On The Franklin Zoning Ordinance Annual Update
FMPC BOMA JOINT MEETING 7/28/22

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the annual Zoning Ordinance update.

BACKGROUND/STAFF COMMENTS:

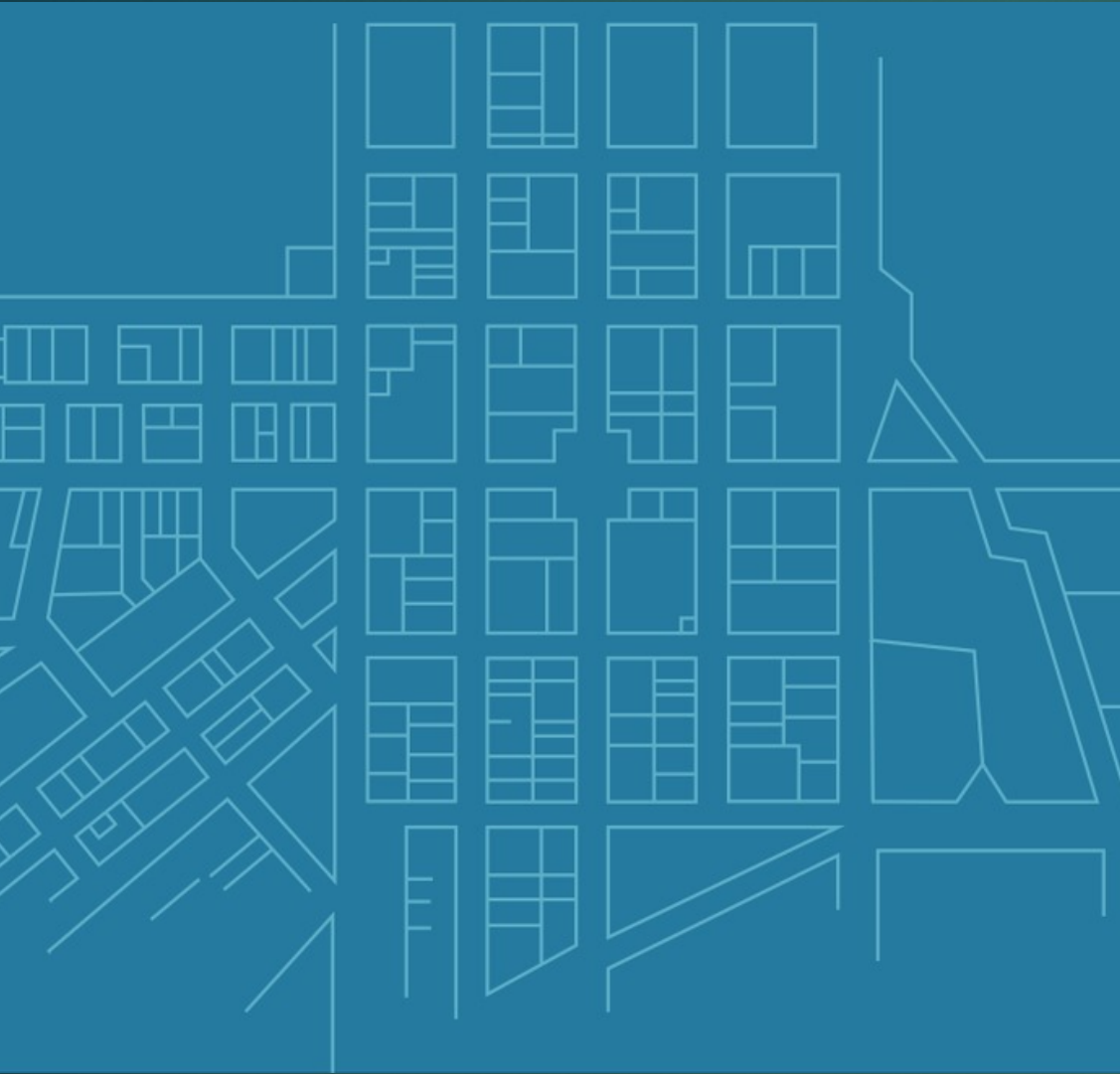
The Franklin Zoning Ordinance had a major update in 2019 and each year the staff undertakes an annual amendment. See the attached presentation.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the annual Zoning Ordinance update.



Franklin Zoning Ordinance Annual Update

BOMA WORK SESSION

AUGUST 9, 2022

Annual Zoning Ordinance Update

- ◆ Potential amendments brought forward by staff for feedback by the BOMA and FMPC
- ◆ Feedback determines whether staff should proceed with an amendment
- ◆ Formal approval process in fall/winter

Topics

State Model Floodplain Ordinance update

Parking in floodway for public parks

Parking requirements in the Downtown District

Short term vacation rental part-time usage

Overhead utility line improvements for system upgrades

Convenience signs for parking areas

Performance agreements and sureties

Rezoning

State Model Floodplain Ordinance Update

- State of Tennessee Model Floodplain Ordinance was updated this year to provide more specificity to the current requirements

Proposed Amendment:

- Update the Floodplain Standards accordingly:
 - Substantial improvement
 - Elevation Certificates
 - Finished Construction Floodplain Elevation Certificates

Parking in Floodway for Public Parks

- Parking is currently permitted in the Floodway Fringe, but not in the Floodway
 - The floodway is where water is actively moving during flood events, is the highest hazard area, and is the quickest to flood
- Parks and City active recreation features are permitted in both the floodway and floodway fringe
- Parking spaces are needed for citizens to access the parks

Proposed Amendment:

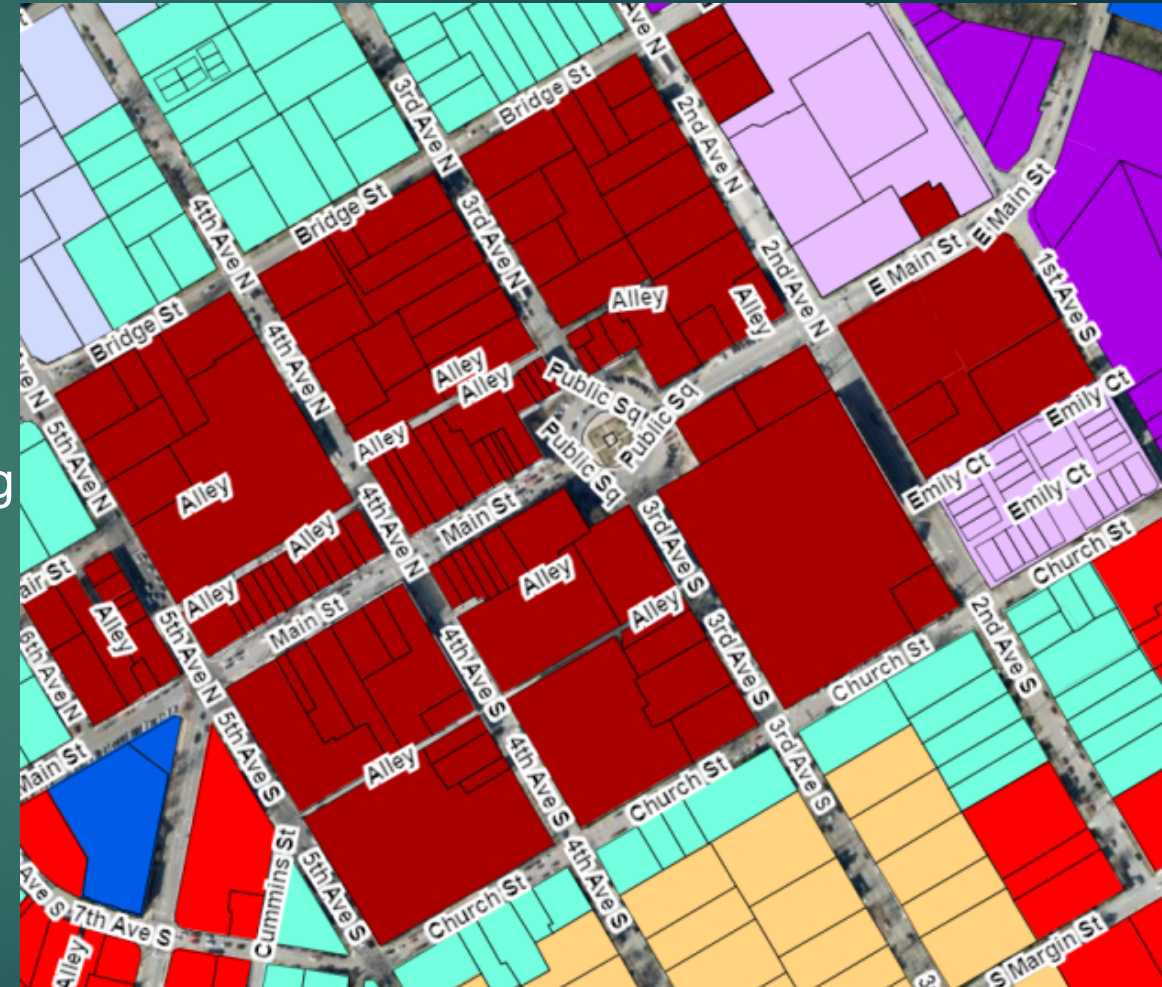
- Allow parking for public parks in the floodway because:
 - Temporary nature while using a park
 - City closes parks during flood events
 - City parks open during daylight hours

Parking in the DD district

- ◆ Recent example of Main Street building to enclose the area under the stairs, but could not meet parking requirement
- ◆ Ordinance currently provides some relief from parking requirements in Downtown District (DD)

Proposed Amendment:

- ◆ Allow up to 1,000 square foot addition without requiring additional parking spaces, so long as no existing parking spaces are removed for the addition



Short Term Vacation Rentals

- ◆ Zoning Ordinance standards are in place to promote community and protect neighborhood integrity
 - ◆ Chapter 5 of the Zoning Ordinance allows STVR in residential zoning districts with the condition that the “owner of the lot is a permanent occupant of the premises”
 - ◆ One criteria to be considered permanent occupant is that a person occupies a dwelling for more than 21 days a month on average within any 12-month period
 - ◆ Questions about permissibility of a STVR are often about how many nights a particular dwelling can be rented

Proposed Amendment

- ◆ Clearly state the maximum number of nights that an owner-occupied dwelling may be rented as a STVR in a rolling 12-month period (113)

Overhead Utility Improvements for System Upgrades

- ◆ Franklin Zoning Ordinance requires all new utilities to be placed underground
- ◆ Advances in high-speed Internet access are spurring improvements in existing service areas with above ground poles

Proposed Amendment:

- ◆ Allow providers to complete system upgrades in existing service areas on existing overhead poles and when not associated with development

Convenience Signs for Parking Areas

- ◆ Clarify standards for convenience signs that designate parking spaces for sign area and height and location

Performance Agreements and Sureties



PERFORMANCE AGREEMENTS
ENSURE THE COMPLETION OF ALL
REQUIRED IMPROVEMENTS FOR A
DEVELOPMENT



SUFFICIENT SURETY IS
REQUIRED TO GUARANTEE
THE DEVELOPER HAS THE
FUNDS TO PAY AND IF THE
IMPROVEMENT IS NOT
COMPLETED, THE CITY CAN
CALL THE SURETY AND
COMPLETE THE
IMPROVEMENT ITSELF



IMPROVEMENTS ARE SOMETIMES
NOT BEING COMPLETED AND THE
CITY IS FINDING THE VALUE OF THE
SURETY IS NOT ENOUGH TO COVER
THE COST FOR THE CITY TO
COMPLETE THE IMPROVEMENT

Performance Agreements and Sureties

Proposed Amendment:

- ◆ Increase value of the performance agreement to 125% of actual cost of improvement (currently 110%)
- ◆ Consider surety reduction request when at least 75% of the improvements are completed (currently 50%)
- ◆ Do not reduce surety below 50% of the original agreement amount (currently 25% of value)
- ◆ Require a fee a re-inspections

Zoning Map Update

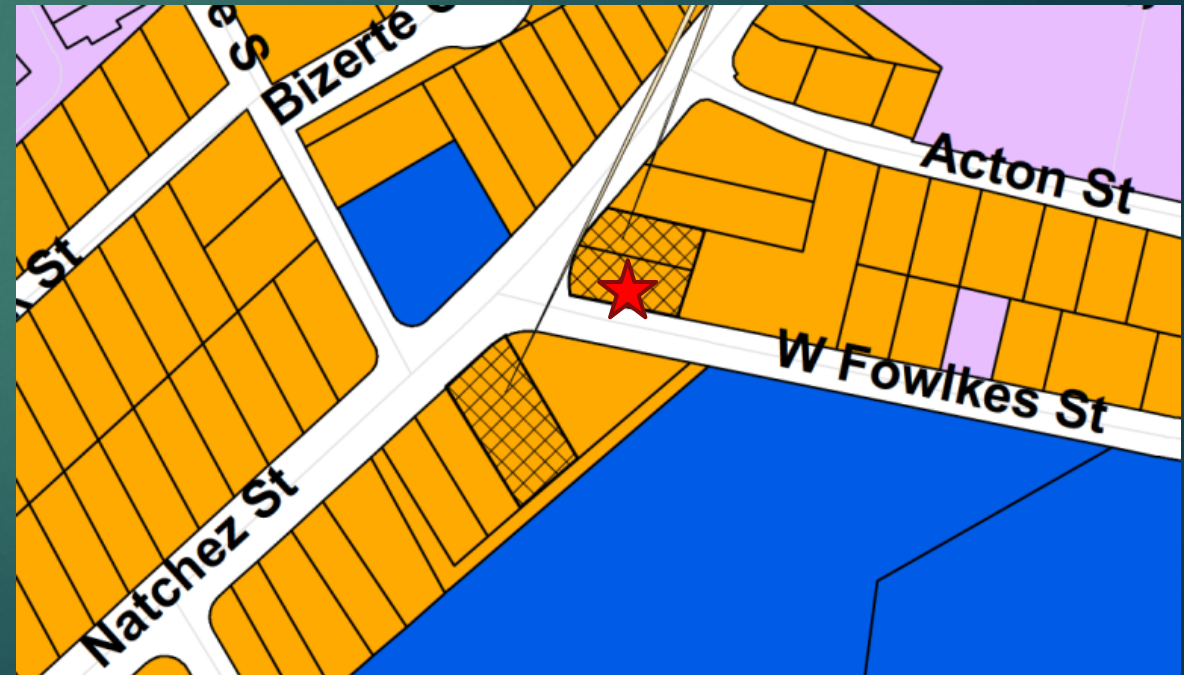
NATCHEZ STREET PROPERTIES/SHORTER CHAPEL AME CHURCH
REQUEST FOR CIVIC INSTITUTIONAL ZONING TO REFLECT EXISTING AND
DESIRED INSTITUTIONAL USES AND THE HISTORIC PRESERVATION
OVERLAY DISTRICT

MINOR LINEWORK CORRECTIONS TO THE SCENIC CORRIDOR OVERLAY
DISTRICT

Shorter Chapel AME Church

255 Natchez Street

- Building constructed ca. 1925
- Listed on the National Register of Historic Places; contributes to the integrity and quality of the historic neighborhood
- Serves as a vital spiritual and social organization in the neighborhood



Bazelia S. Harris Community Life Center

263 Natchez Street

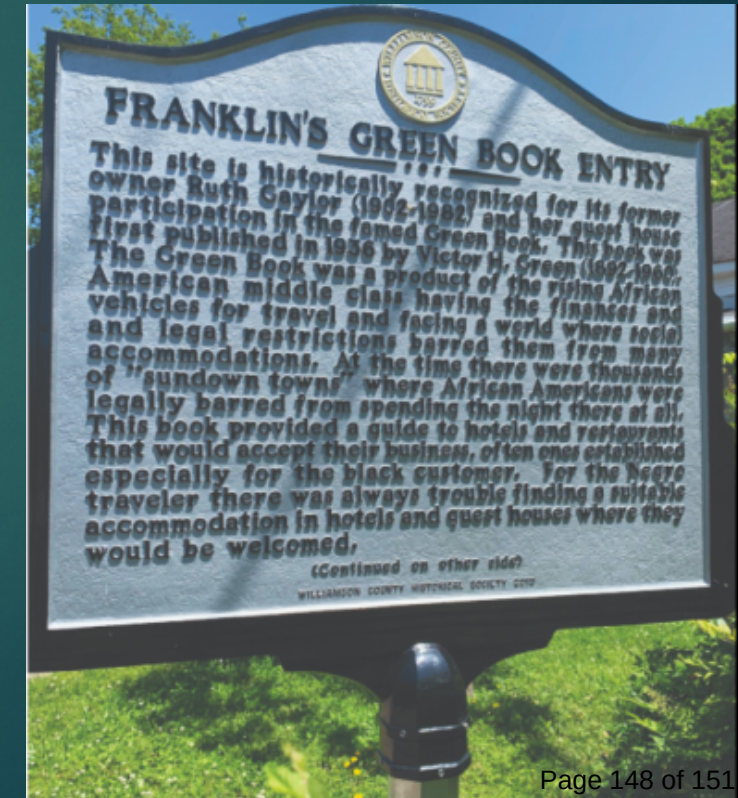
- Built in 2006
- Serves as a Welcome Center for the Natchez neighborhood
- Hosts receptions, business meetings, workshops, special events, and banquets, and serves food for families and after-school programs



Franklin's Green Book House

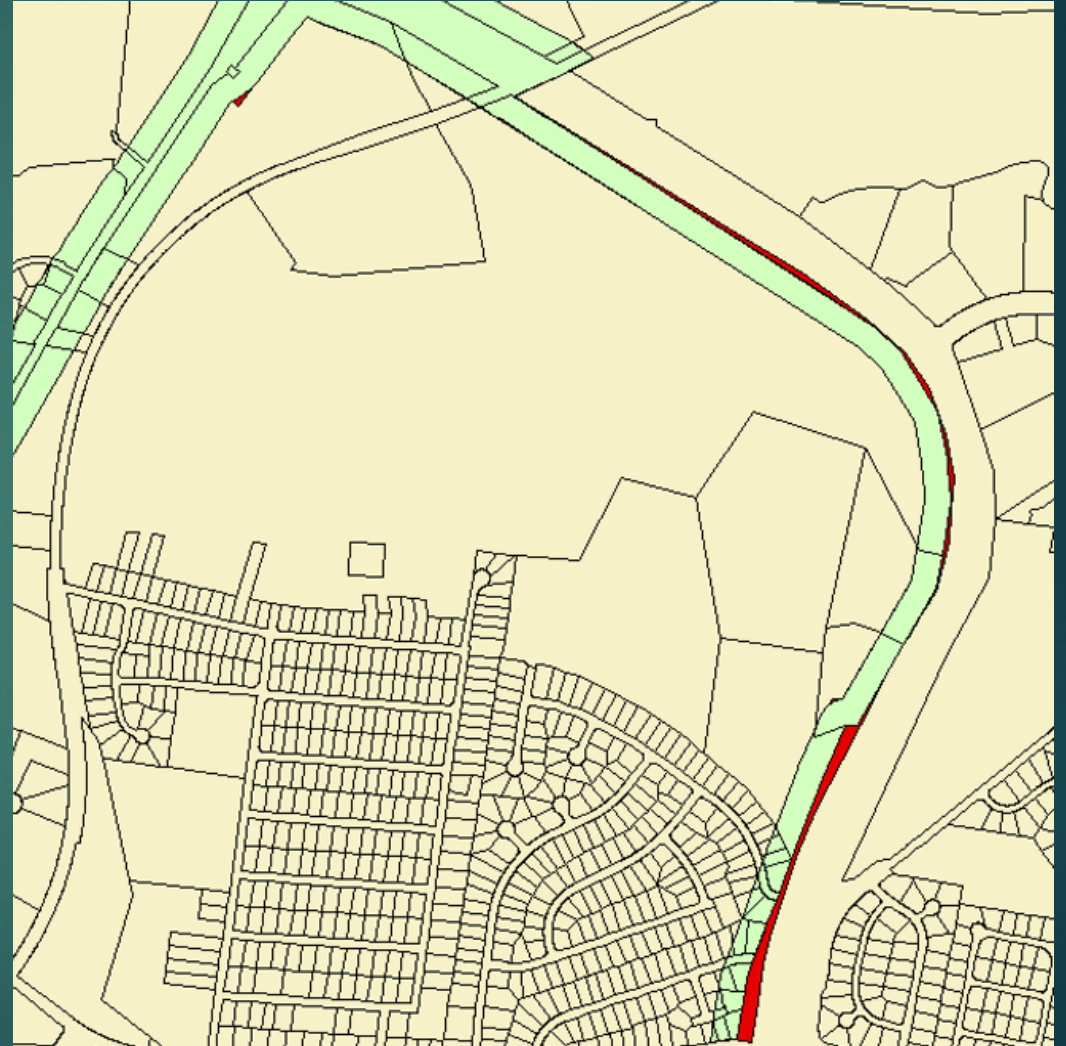
253 Natchez Street

- Constructed ca. 1900 with ca. 1940 addition
- Listed on the National Register of Historic Places; contributes to the integrity and quality of the historic neighborhood
- Served as a safe haven for African American travelers until integration
- Hosts an interpretative marker, which was installed by the Williamson County Historical Society in 2020
- Plans to preserve and interpret the home as a distinct cultural site for the neighborhood are underway



Scenic Corridor Overlay District Linework

- ◆ Very minor line corrections to accurately reflect the Zoning Ordinance text for setbacks along scenic corridors



Mack Hatcher Pkwy

Topics

State Model Floodplain Ordinance update

Parking in floodway for public parks

Parking requirements in the Downtown District

Short term vacation rental part-time usage

Overhead utility line improvements for system upgrades

Convenience signs for parking areas

Performance agreements and sureties

Rezoning

Next Steps

