



Meeting Agenda

Work Session

Tuesday, November 8, 2022

5:00 PM

Board Room

CALL TO ORDER

CITIZEN COMMENTS

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

WORK SESSION DISCUSSION ITEMS

1. Franklin Tree Commission Annual Update

Sponsors: Lisa Clayton, Heather Eusebio

2. Development Activity Report

Sponsors: Vernon Gerth, Katherine Harelson

3. *Consideration Of Ordinance 2022-38, An Ordinance To Rezone 7.0 Acres From Agricultural (AG) District To Residential 2 (R2) District For The Property Located East Of Hillsboro Road And North And South Of Poteat Place. Establishing A Public Hearing On December 13, 2022
FMPC 10/27/22, 9-0

Sponsors: Amy Diaz-Barriga, Joseph Bryan

4. Consideration Of Ordinance 2022-19, An Ordinance To Rezone 7.9 Acres From Civic Institutional (CI) District To Residential 4 (R4) District For The Property Located South Of Battle Avenue And West Of Cannon Street, At 1406 Cannon Street, And 319, 401, 403, And 405 Battle Avenue. Establishing A Public Hearing On January 10, 2023
FMPC 6/23/22, 5-2 to deny; 8/25/22, 8-0 to defer to 9/22/22; 9/22/22, 8-0 to defer to 10/27/22; 10/27/22, 7-2 to approve

Sponsors: Amy Diaz-Barriga, Joseph Bryan

5. *Consideration Of Ordinance 2022-34, An Ordinance To Rezone 301.89 Acres From Planned (PD) District To Planned (PD 54,982) District For The Property Located East Of Franklin Road And North Of Legends Club Lane, Located At 1500 Legends Club Lane (Aspen Grove PUD Subdivision, Section A). Establishing A Public Hearing On December 13, 2022
FMPC 10/27/22, 9-0

Sponsors: Amy Diaz-Barriga, Joseph Bryan

6. Consideration Of Resolution 2022-60, A Resolution Approving A Revised Development Plan For Aspen Grove PUD Subdivision, Section A, With 1 Modification Of Development Standards (Building Elements), For The Property Located East Of Franklin Road And North Of Legends Club Lane, Located At 1500

Legends Club Lane. Establishing A Public Hearing On December 13, 2022
FMPC 10/27/22, 9-0

Sponsors: Amy Diaz-Barriga, Joseph Bryan

7. Consideration Of Resolution 2022-66, A Resolution Amending The Carothers Glen PUD Subdivision To Extend The Vested Rights, For The Property Located At 4338 And 4340 South Carothers Road. Establishing A Public Hearing On November 22, 2022
FMPC 10/27/22, 9-0

Sponsors: Amy Diaz-Barriga, Chelsea Randolph

8. *Consideration Of Resolution 2022-77, A Resolution For Obtaining Guidance From The Franklin Board Of Mayor And Aldermen On Mitigating The Impact Of Vehicular Traffic On Failing Intersections Located In The Vicinity Of The Proposed Optima Development In Cool Springs
WS 10/25/22

Sponsors: Vernon Gerth, Paul Holzen

9. Consideration Of Resolution 2022-67, A Resolution Adopting A Customer Service Policy For The City Of Franklin Utility Customers
Finance 10/13/22, 3-0

Sponsors: Kristine Brock, Jessica Davey

10. Consideration Of COF Contract No. 2022-0282, An Interlocal Agreement Between Bi-County Solid Waste Management System And The City Of Franklin For The Transport And Disposal Of Solid Waste
WS 10/25/22

Sponsors: Mark Hilty, Jack Tucker, Nate Ridley

11. Consideration Of Procurement Award To Mr. Bult's, Inc. (MBI) Of Burnham, Illinois At The Unit Pricing Of \$1.00 Per Ton For Compaction Services And Of \$25.85 Per Ton For Transport Services To Bi-County Landfill For The City's Municipal Solid Waste Stream Processed At The City's Solid Waste Transfer Station For A Term Of Award For The Disposal Division Of The Sanitation And Environmental Services Department (Purchasing Office Procurement Solicitation No. 2023-001; \$4,079,540 Budgeted In 124-82270-46130 For Landfill And Biosolids Management Services For Fiscal Year 2023; Contract No. 2022-0211)
WS 10/25/22

Sponsors: Mark Hilty, Jack Tucker

12. Discussion Of the Creekside Property Located At 370 Franklin Road As Requested By Alderman Brown

Sponsors: Alderman Matt Brown

13. Consideration Of Resolution 2022-73, A Resolution Of Support For State Legislation To Create A Tax Classification Bracket For Certain Commercial And Residential Historical Properties

Sponsors: Alderman Patrick Baggett

14. Presentation On The Proposed Water And Sewer Impact Fees
WS 2/22/22; 3/22/22; 9/27/22; 10/11/22

Sponsors: Michelle Hatcher, Brian Goodwin

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 Tree Commission Annual Report to the Board of Mayor and Aldermen

[November 8, 2022]

Brandy Blanton – Alderman

Kim Hoover - At Large

Beth Adams – At Large

Jenny Williamson – Planning Commission

Justin Stelter – Green Industry Professional

Michael Johnson – Electrical Utility

1 - Vacancy

MEMBERS

MEETINGS

Meetings take place
every other month,
on the 4th Monday

CURRENT

Annual Arbor Day Celebration
Tree City USA – 16 years
Advising on tree planting
projects: 100 Trees in the parks &
Main Street Reconfiguration

OUTLOOK

Developing Education Campaign in schools

Workshops and Lecture series

PSAs to air on Channel 10/other social media platforms



Questions?



File #: 21-03684

DATE: October 6, 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 the 3rd quarter of 2022.

BACKGROUND/STAFF COMMENTS:

At the end of every quarter, the BOMA is presented with the Quarterly Development Activity Report. This report has two pieces: a report of the 3rd quarter development activity and an updated year-to-date report for 2022. This 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.

3rd Quarter Development Activity Report

BOMA Work Session – November 8th,
2022

Background



Snapshot of development activity from July – September 2022 and January – September 2022



A more in-depth presentation will be given in January for the 4th quarter and a full year analysis.

BOMA Work Session – November 8th, 2022

3rd Quarter Activity

Year	# of Permits	Permit Fees	Construction Valuation
2018	1,618	\$555,752	\$247,038,628
2019	1,638	\$528,019	\$106,975,089
2020	1,538	\$611,972	\$132,292,874
2021	1,375	\$595,832	\$161,765,566
2022	1,447	\$603,897	\$239,215,689

3rd Quarter Impact Fee Collections

Year	Road Impact	Water and Sewer	Facilities
2018	\$1,723,787	\$1,082,464	\$819,294
2019	\$798,215	\$507,719	\$491,509
2020	\$1,105,937	\$930,186	\$759,994
2021	\$2,717,302	\$1,276,345	\$953,460
2022	\$1,408,727	\$795,745	\$502,887

2022 YTD Activity

Year	# of Permits	Permit Fees	Construction Valuation
2018	5,046	\$1,928,166	\$615,819,184
2019	4,697	\$1,553,525	\$307,704,956
2020	4,538	\$1,588,921	\$352,513,296
2021	4,544	\$1,654,770	\$352,427,382
2022	4,471	\$1,660,108	\$542,873,510

2022 YTD Impact Fee Collections

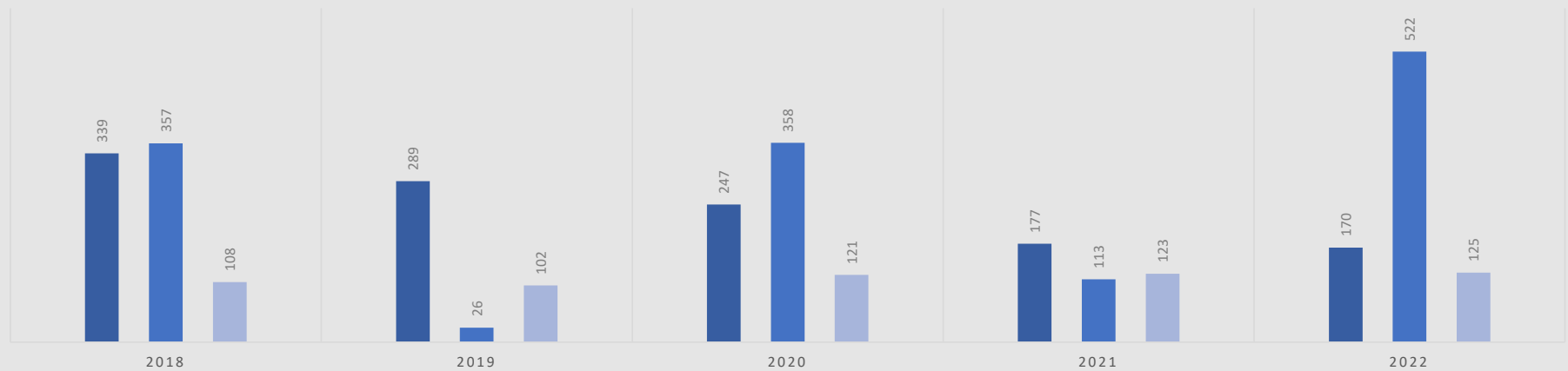
Year	Road Impact	Water and Sewer	Facilities
2018	\$6,471,300	\$3,292,118	\$2,843,644
2019	\$2,650,530	\$1,739,643	\$1,636,626
2020	\$3,907,104	\$3,391,399	\$2,045,716
2021	\$4,334,633	\$3,184,516	\$2,012,228
2022	\$3,101,777	\$2,142,577	\$1,436,830

BOMA Work Session – November 8th, 2022

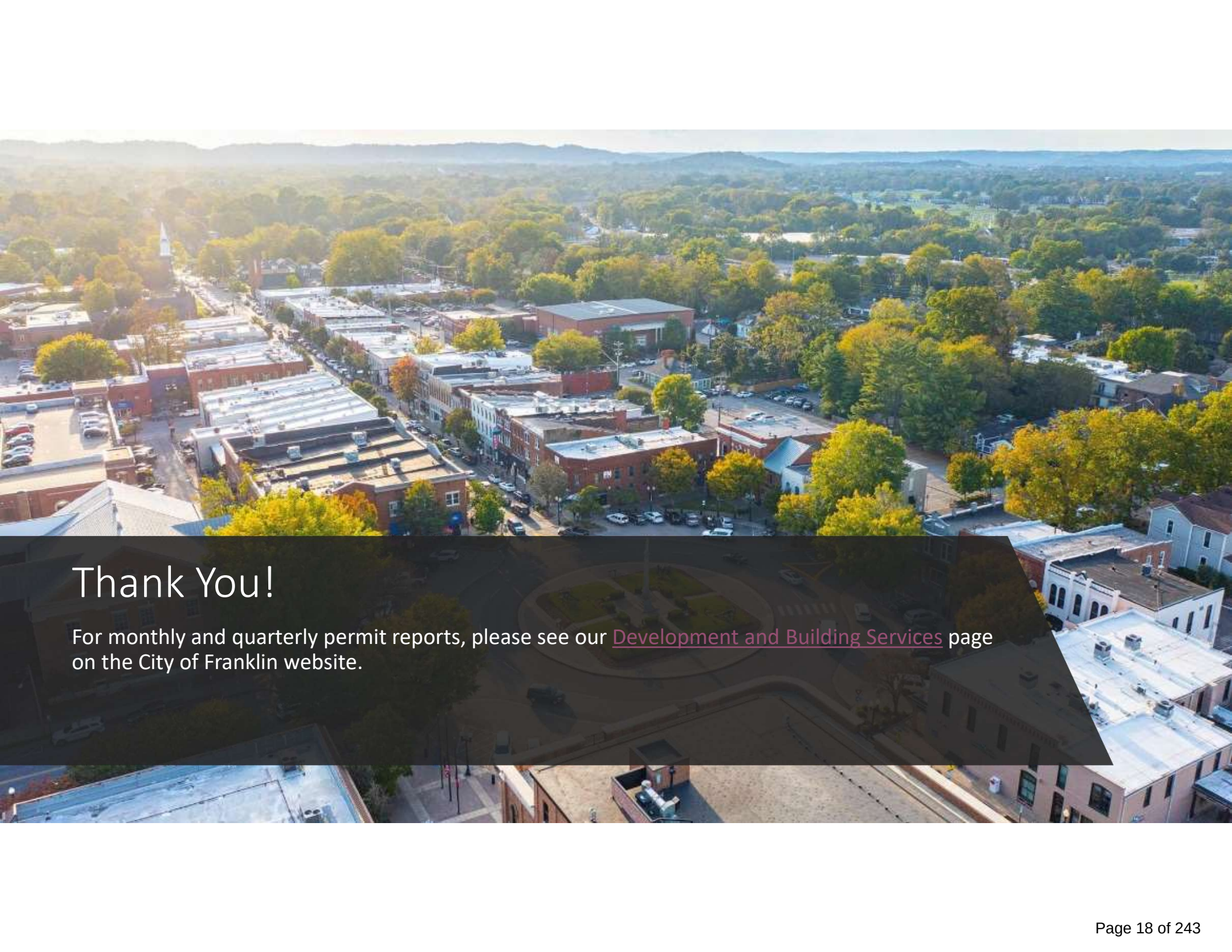
New Dwelling Units

NEW DWELLING UNITS (JAN - SEPT 2022)

■ Single Family ■ Multi-Family ■ Townhomes



BOMA Work Session – November 8th, 2022

An aerial photograph of a town, likely Franklin, Tennessee, showing a mix of brick commercial buildings, residential houses, and lush green trees. In the background, rolling hills are visible under a clear sky. A semi-transparent dark grey banner is overlaid on the bottom left of the image.

Thank You!

For monthly and quarterly permit reports, please see our [Development and Building Services](#) page on the City of Franklin website.



File #: 21-03596

DATE: October 19, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

*Consideration Of Ordinance 2022-38, An Ordinance To Rezone 7.0 Acres From Agricultural (AG) District To Residential 2 (R2) District For The Property Located East Of Hillsboro Road And North And South Of Poteat Place. Establishing A Public Hearing On December 13, 2022
FMPC 10/27/22, 9-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 7962
Applicant: Greg Gamble, GDC
Owner: Poteat Place Ventures, LLC, Kevin Estes, Rep.

BACKGROUND/STAFF COMMENTS:

The applicant is requesting to rezone the property located east of Hillsboro Road and North and South of Poteat Place from Agricultural (AG) to Residential 2 (R2). The subject property consists of 7.0 acres. Envision Franklin places the property in the Single Family Design concept, which states that new development in these areas, "should have walkable, well-connected street systems that connect to surrounding neighborhoods and nearby destinations" and that, "new developments should transition from the existing development patterns in adjacent neighborhoods." The proposed rezoning is consistent with the recommendations of Envision Franklin. The R-2 District requires a minimum lot size for new lots to be 15,000 square feet with a minimum lot width of 75 feet. All new single-family homes must also front onto a public street. The adjacent subdivision (Monticello) is zoned R2, so the request is also consistent with surrounding zoning.

PROCEDURAL REQUIREMENTS:

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

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Franklin Planning Commission recommends approval of Ordinance 2022-38 by a vote of 9-0.
Staff recommends that the Board of Mayor and Alderman approve Ordinance 2022-38.

POTEAT PLACE REZONING ORDINANCE 2022-38

Project Information

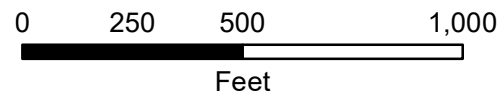
Existing Zoning: AG
Proposed Zoning: R-2
Overlay Districts: FWO, FFO
Site Acreage: 7.0 acres
Proposed Nonresidential Square Footage: 0

Legend

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



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

ORDINANCE 2022-38

AN ORDINANCE TO REZONE 7.0 ACRES FROM AGRICULTURAL (AG) DISTRICT TO RESIDENTIAL 2 (R2) DISTRICT FOR THE PROPERTY LOCATED EAST OF HILLSBORO ROAD AND NORTH AND SOUTH OF POTEAT PLACE.

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

WHEREAS, the Residential 2 (R2) district provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

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

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of **Agricultural (AG)** District to **Residential 2 (R2)** District:

PREMISES CONSIDERED	
Map-Parcel	Acres
52O-27.01	7.0
Total	7.0

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

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

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2022.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

POTEAT PLACE REZONING ORDINANCE 2022-38

Project Information

Existing Zoning: AG
Proposed Zoning: R-2
Overlay Districts: FWO, FFO
Site Acreage: 7.0 acres
Proposed Nonresidential Square Footage: 0

Legend

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



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0 250 500 1,000
Feet



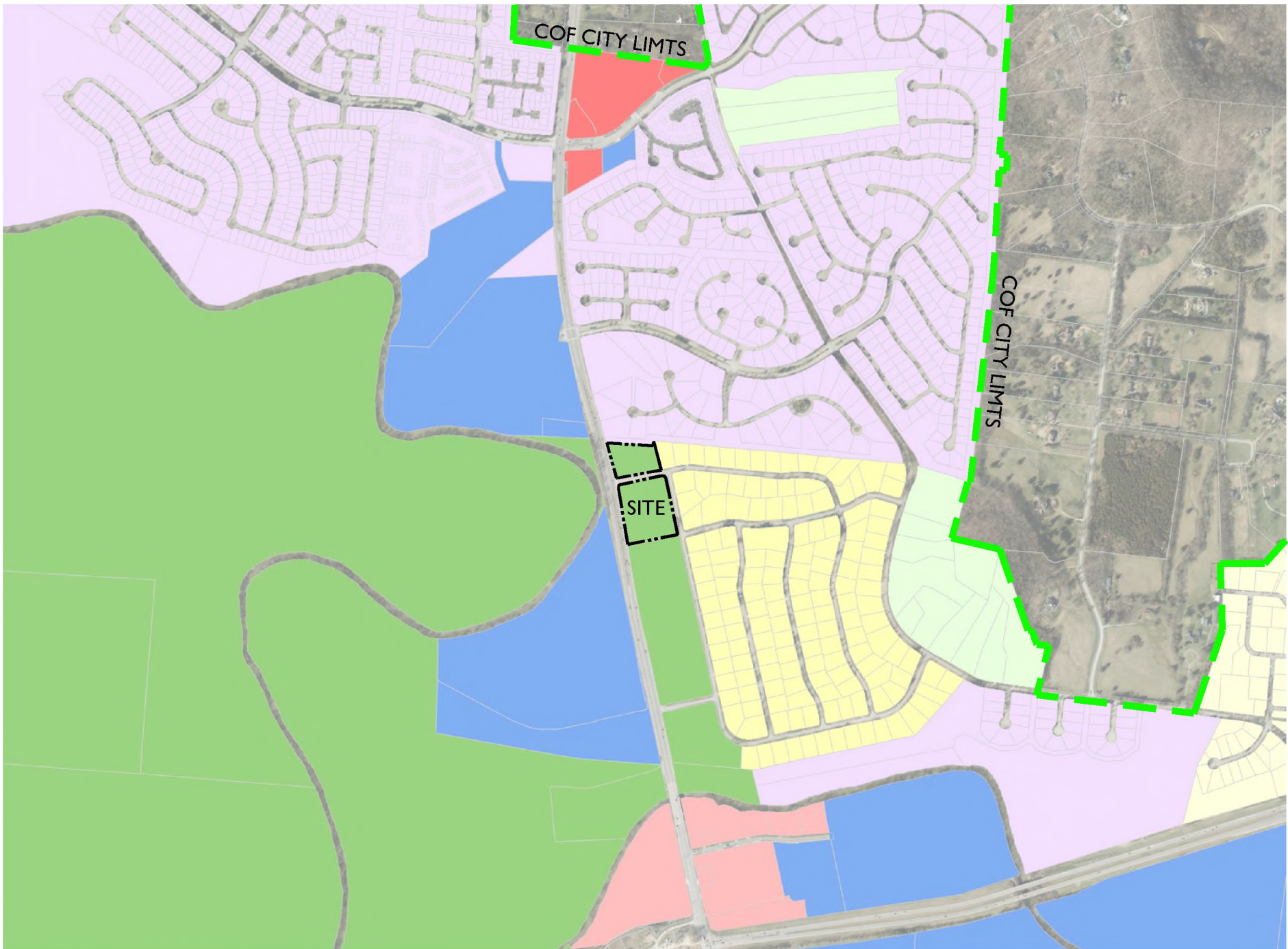
HISTORIC
FRANKLIN
TENNESSEE

POTEAT PLACE REZONING

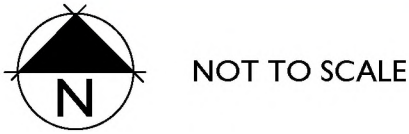
REZONING

COF# 7962

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE



VICINITY MAP



SITE DATA CHART

PROJECT NAME:	POTEAT PLACE REZONING
PROJECT NUMBER:	7962
ADDRESS:	POTEAT PLACE
PARCEL(S):	MAP 520, GROUP A, PARCEL 27.01
ACREAGE / SF OF SITE:	7.0 AC / 304,820 SF
BASE ZONING:	AGRICULTURE
PROPOSED ZONING:	R-2
ZONING OVERLAYS:	FWO - FLOODWAY OVERLAY FFO - FLOODWAY FRINGE OVERLAY
BUILDING TYPES APPLIED:	SINGLE FAMILY HOMES
FRONTAGE TYPES APPLIED:	YARD FRONTAGE
MAX BUILDING HEIGHT:	2.5-STORY
PERMITTED USES:	SINGLE-FAMILY DETACHED
MINIMUM REQUIRED LSA:	40% (2.8 AC)
OPEN SPACE REQUIRED:	N/A
NATURAL AREA REQUIRED:	N/A
TREE CANOPY:	1.39 AC
RETENTION ACREAGE REQUIRED:	48% (0.67 AC)

SHEET INDEX	
C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS PLAN

APPLICANT & LANDSCAPE ARCHITECT:

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

ENGINEER / DEVELOPER:

LAND SOLUTIONS COMPANY
KEVIN ESTES
2925 BERRY HILL DRIVE
SECOND FLOOR
NASHVILLE, TN 37204
615-712-7497
kevin@landsolutionsco.com

OWNER:

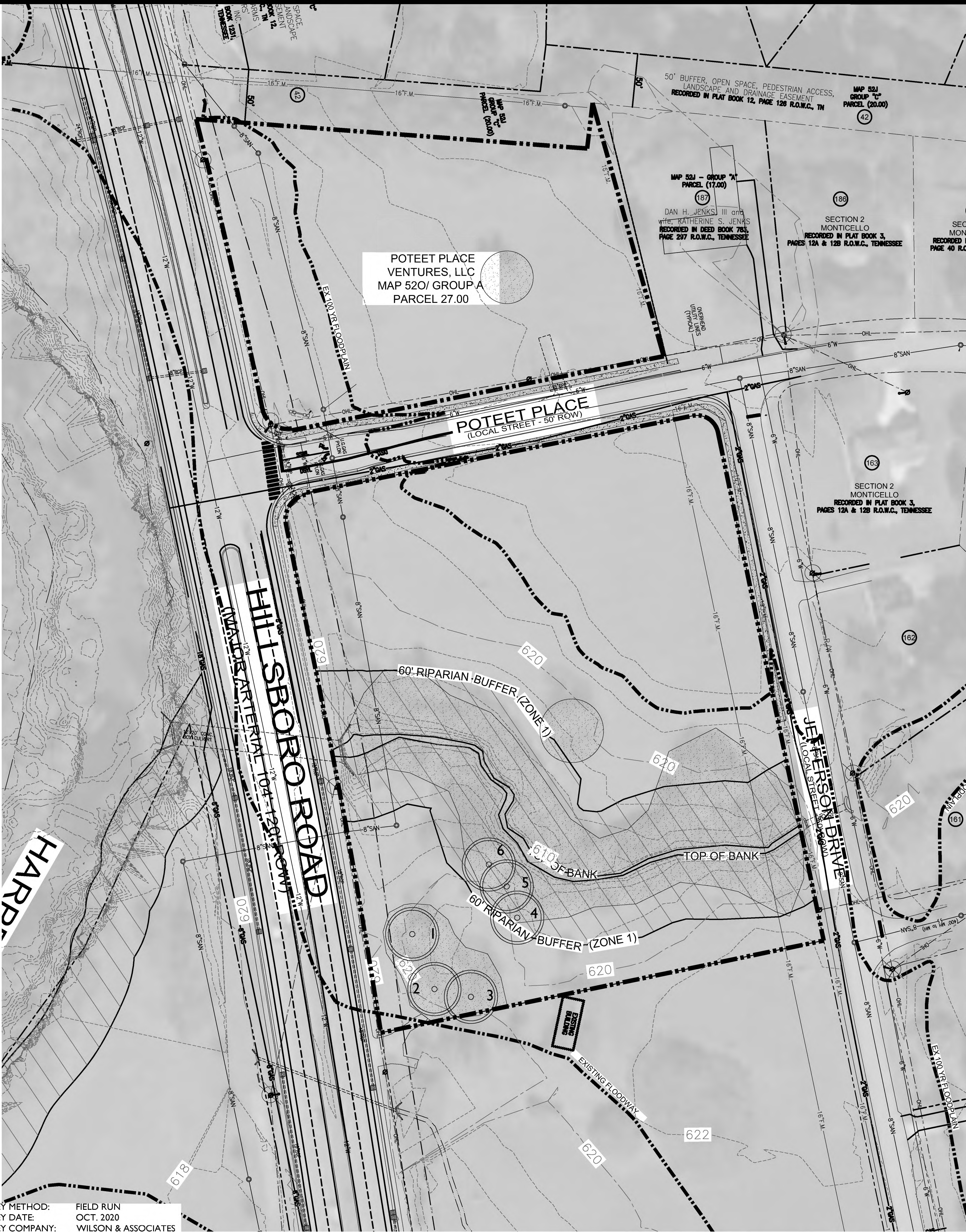
MAP 520, GROUP A, PARCEL 27.00
POTEAT PLACE VENTURES, LLC
2925 BERRY HILL DRIVE
SECOND FLOOR
NASHVILLE, TN 37204
615-712-7497
KEVIN@LANDSOLUTIONSCO.COM



RESUBMITTAL: 10.6.2022



DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE



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

KEY

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

SPECIMEN TREES

NO.	SIZE (INCHES)	SPECIES	REMOVED	RETAINED
1	36	ELM		X
2	30	ELM		X
3	30	ELM		X
4	24	WALNUT		X
5	24	ELM		X
6	28	HACKBERRY		X

TOTAL NUMBER OF INCHES REMOVED: 0
NUMBER OF REPLACEMENT INCHES REQUIRED: 0

TOTAL SPECIMEN INCHES: 172"
GOOD SPECIMEN INCHES REMOVED: 0"
REQUIRED REPLACEMENT: 0"

LEGAL DESCRIPTION

PROPERTY DESCRIPTION - TRACT "A" MAP 520 - GROUP "A" - P/O PARCEL 27.00

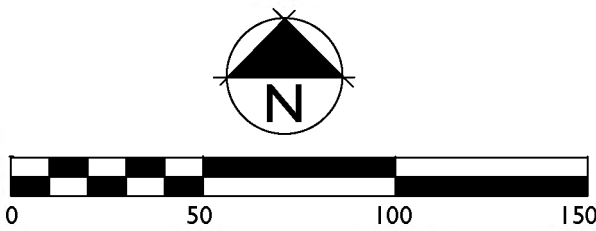
A TRACT OF LAND IN THE 8TH CIVIL DISTRICT OF WILLIAMSON COUNTY, CITY OF FRANKLIN, TENNESSEE, BEING BOUNDED ON THE NORTH BY FIELDSTONE FARMS - SECTION P - REVISION 1 AS OF RECORD IN PLAT BOOK 12, PAGE 126, REGISTER'S OFFICE, WILLIAMSON COUNTY (R.O.W.C.), TENNESSEE, ON THE EAST BY SECTION 2 - MONTICELLO AS OF RECORD IN PLAT BOOK 3, PAGES 12A & 12B R.O.W.C., TENNESSEE, ON THE SOUTH BY POTEAT PLACE (60' PUBLIC R.O.W.) AND ON THE WEST BY HILLSBORO ROAD - S.R.106 - U.S.HWY.231 (PUBLIC R.O.W. - WIDTH VARIES) AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A SURVEY BY JTA LAND SURVEYING, INC. ENTITLED: ALTA/NSPS LAND TITLE SURVEY OF THE STEPHEN B. & ROBERT M. EATHERLY PROPERTY - JOB NUMBER: 2021-064 - DATED: APRIL 5, 2021 AND LAST REVISED: APRIL 15, 2021 AS FOLLOWS:

BEGINNING AT AN IRON ROD (OLD) IN THE EASTERLY RIGHT-OF-WAY LINE OF HILLSBORO ROAD - S.R.106-U.S.HWY.231 (AS WIDENED), THAT IS 333.4 FEET MORE OR LESS NORTH OF THE CENTERLINE OF POTEAT PLACE (60' PUBLIC R.O.W.), SAID IRON ROD (OLD) ALSO BEING IN THE SOUTHERLY BOUNDARY LINE OF THE AFORESAID FIELDSTONE FARMS - SECTION P - REVISION 1 AND HAVING A TENNESSEE STATE PLANE COORDINATE OF N=591,948.12, E=1,707,002.59; THENCE,

1. LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID HILLSBORO ROAD, WITH THE SOUTHERLY BOUNDARY LINE OF THE AFORESAID FIELDSTONE FARMS - SECTION P - REVISION 1, SOUTH 85 DEGREES 42 MINUTES 23 SECONDS EAST A DISTANCE OF 367.41 FEET TO AN IRON ROD (OLD); THENCE,
2. CONTINUING WITH AN OFFSET IN SAID SOUTHERLY BOUNDARY LINE, NORTH 06 DEGREES 50 MINUTES 57 SECONDS EAST A DISTANCE OF 42.99 FEET TO A 18" HACKBERRY TREE AT THE NORTHWESTERLY PROPERTY CORNER OF LOT 187 AS SHOWN ON THE AFORESAID FINAL PLAT OF SECTION 2 - MONTICELLO; THENCE,
3. LEAVING THE SOUTHERLY BOUNDARY OF FIELDSTONE FARMS, WITH THE WESTERLY PROPERTY LINE OF LOT 187, SOUTH 15 DEGREES 40 MINUTES 08 SECONDS EAST A DISTANCE OF 246.40 FEET TO AN IRON ROD (OLD) IN THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID POTEAT PLACE AT THE SOUTHWEST PROPERTY CORNER OF LOT 187; THENCE,
4. WITH THE NORTHERLY RIGHT-OF-WAY LINE OF POTEAT PLACE, SOUTH 78 DEGREES 44 MINUTES 43 SECONDS WEST A DISTANCE OF 354.96 FEET TO AN IRON ROD (NEW); THENCE,
5. WITH AN OFFSET IN SAID RIGHT-OF-WAY LINE, NORTH 11 DEGREES 15 MINUTES 17 SECONDS WEST A DISTANCE OF 1.68 FEET TO AN IRON ROD (NEW) AT THE SOUTHEASTERLY END, OF THE NORTHEASTERLY RETURN CURVE AT THE INTERSECTION OF POTEAT PLACE AND HILLSBORO ROAD AS WIDENED BY DEED BOOK 1634, PAGE 533 R.O.W.C., TENNESSEE; THENCE,
6. IN A NORTHWEST DIRECTION WITH A 23.43-FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 36.61 FEET TO AN IRON ROD (OLD) IN THE EASTERLY RIGHT-OF-WAY LINE OF HILLSBORO ROAD (AS WIDENED), SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 27 MINUTES 21 SECONDS WEST, 33.00 FEET; THENCE,
7. CONTINUING WITH SAID EASTERLY RIGHT-OF-WAY LINE, IN A NORTHWEST DIRECTION, WITH A 5798.87-FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 278.51 FEET TO THE POINT OF BEGINNING. SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 12 DEGREES 52 MINUTES 57 SECONDS WEST, 278.48 FEET. THIS TRACT CONTAINS 93,498 SQUARE FEET OR 2.146 ACRES MORE OR LESS AS CALCULATED BY THE ABOVE BEARINGS AND DISTANCES.

PROPERTY TITLE REFERENCE:

THIS TRACT IS ALL OF PARCEL A AS DEEDED TO STEPHEN B. EATHERLY AND ROBERT M. EATHERLY AS OF RECORD IN DEED BOOK 6307, PAGE 410 R.O.W.C., TENNESSEE EXCLUDING THAT PORTION THAT WAS CONVEYED TO THE STATE OF TENNESSEE FOR RIGHT-OF-WAY PURPOSES AS OF RECORD IN DEED BOOK 1634, PAGE 533 R.O.W.C., TENNESSEE.



SITE DATA CHART

PROJECT NAME:	POTEAT PLACE REZONING
PROJECT NUMBER:	7962
ADDRESS:	POTEAT PLACE
PARCEL(S):	MAP 520, GROUP A, PARCEL 27.01
ACREAGE / SF OF SITE:	7.0 AC / 304,820 SF
BASE ZONING:	AGRICULTURE
PROPOSED ZONING:	R-2 - FLOODWAY OVERLAY
ZONING OVERLAYS:	FFO - FLOODWAY FRINGE OVERLAY
BUILDING TYPES APPLIED:	SINGLE FAMILY HOMES
FRONTAGE TYPES APPLIED:	YARD FRONTAGE
MAX BUILDING HEIGHT:	2.5-STORY
PERMITTED USES:	SINGLE-FAMILY DETACHED
MINIMUM REQUIRED LSA:	40% (2.8 AC)
OPEN SPACE REQUIRED:	N/A
NATURAL AREA REQUIRED:	N/A
TREE CANOPY:	1.39 AC
RETENTION ACREAGE REQUIRED:	48% (0.67 AC)

PROPERTY DESCRIPTION - TRACT "D" MAP 520 - GROUP "A" - P/O PARCEL 27.00 (4.85 ACRE TRACT)

A TRACT OF LAND IN THE 8TH CIVIL DISTRICT OF WILLIAMSON COUNTY, CITY OF FRANKLIN, TENNESSEE, BEING BOUNDED ON THE NORTH BY POTEAT PLACE (60' PUBLIC R.O.W.), ON THE EAST BY JEFFERSON DRIVE (PUBLIC R.O.W. - WIDTH VARIES), ON THE SOUTH BY THE REMAINING LANDS OF STEPHEN B. EATHERLY AND ROBERT M. EATHERLY AND ON THE WEST BY HILLSBORO ROAD - S.R.106-U.S.HWY.231 (PUBLIC R.O.W.-WIDTH VARIES), BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A SURVEY BY JTA LAND SURVEYING, INC. ENTITLED: ALTA/NSPS LAND TITLE SURVEY OF THE STEPHEN B. & ROBERT M. EATHERLY PROPERTY - JOB NUMBER: 2021-064 - DATED: APRIL 5, 2021 AND LAST REVISED: APRIL 15, 2021, AS FOLLOWS:

BEGINNING AT AN IRON ROD (NEW) AT THE SOUTHERLY END OF THE SOUTHEASTERLY RETURN CURVE AT THE INTERSECTION OF POTEAT PLACE AND HILLSBORO ROAD; SAID IRON ROD HAS TENNESSEE STATE PLANE COORDINATE OF N=591,568.73, E=1,707,086.69; THENCE,

1. WITH SAID RETURN CURVE, HAVING A 23.46-FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 37.01 FEET TO AN IRON ROD (OLD) IN THE SOUTHERLY RIGHT-OF-WAY LINE OF POTEAT PLACE; SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 33DEGREES 40 MINUTES 48 SECONDS EAST, 35.29 FEET; THENCE,
2. WITH AN OFFSET IN THE SOUTHERLY RIGHT-OF-WAY OF POTEAT PLACE, NORTH 11 DEGREES 15 MINUTES 17 SECONDS WEST A DISTANCE OF 1.64 FEET TO AN IRON ROD (NEW) IN THE SOUTHERLY RIGHT-OF-WAY LINE OF POTEAT PLACE; THENCE,
3. WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID POTEAT PLACE, NORTH 78 DEGREES 44 MINUTES 43 SECONDS EAST A DISTANCE OF 370.39 FEET TO AN IRON ROD (OLD) AT THE NORTHWESTERLY END OF THE SOUTHWESTERLY RETURN CURVE AT THE INTERSECTION OF POTEAT PLACE AND THE AFORESAID JEFFERSON DRIVE; THENCE,
4. WITH SAID RETURN CURVE, HAVING A 20.00-FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 31.24 FEET TO AN IRON ROD (OLD) IN THE WESTERLY RIGHT-OF-WAY LINE OF JEFFERSON DRIVE. SAID CURVE HAS A CHORD BEARING AND DISTANCE OF SOUTH 56 DEGREES 30 MINUTES 16 SECONDS EAST, 28.16 FEET; THENCE,
5. WITH THE WESTERLY RIGHT-OF-WAY LINE OF JEFFERSON DRIVE, SOUTH 11 DEGREES 45 MINUTES 16 SECONDS EAST, 486.23 FEET TO AN IRON ROD (NEW); THENCE,
6. LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF JEFFERSON DRIVE, A WITH A NEW SEVERANCE LINE THROUGH WHICH THIS TRACT IS A PART OF, SOUTH 78 DEGREES 14 MINUTES 44 SECONDS WEST, 423.81 FEET TO AN IRON ROD (NEW) ON THE EASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED HILLSBORO ROAD; THENCE,
7. WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID HILLSBORO ROAD, NORTH 08 DEGREES 58 MINUTES 42 SECONDS WEST, 30.94 FEET TO AN IRON ROD (NEW); THENCE,
8. WITH A 6509.17-FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 158.59 FEET TO AN IRON ROD (NEW), SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 10 DEGREES 53 MINUTES 50SECONDS WEST, 158.59 FEET; THENCE,
9. NORTH 11 DEGREES 30 MINUTES 58 SECONDS WEST, 160.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 211,322 SQUARE FEET OR 4.85 ACRES, MORE OR LESS AS CALCULATED BY THE ABOVE COURSES AND DISTANCES.

PROPERTY TITLE REFERENCE:

BEING A PORTION OF THE SAME PROPERTY AS DEEDED TO STEPHEN B. EATHERLY AND ROBERT M. EATHERLY AS OF RECORD IN DEED BOOK 6307, PAGE 410 R.O.W.C., TENNESSEE EXCLUDING THOSE PORTIONS THAT WERE CONVEYED TO THE STATE OF TENNESSEE FOR RIGHT-OF-WAY PURPOSES AS OF RECORD IN DEED BOOK 1380, PAGE 605 R.O.W.C., TENNESSEE (DEED PARCEL 2) AND DEED BOOK 1634, PAGE 525 R.O.W.C., TENNESSEE.



POTEAT PLACE REZONING
REZONING

Franklin, Williamson County, Tennessee



Revision Date

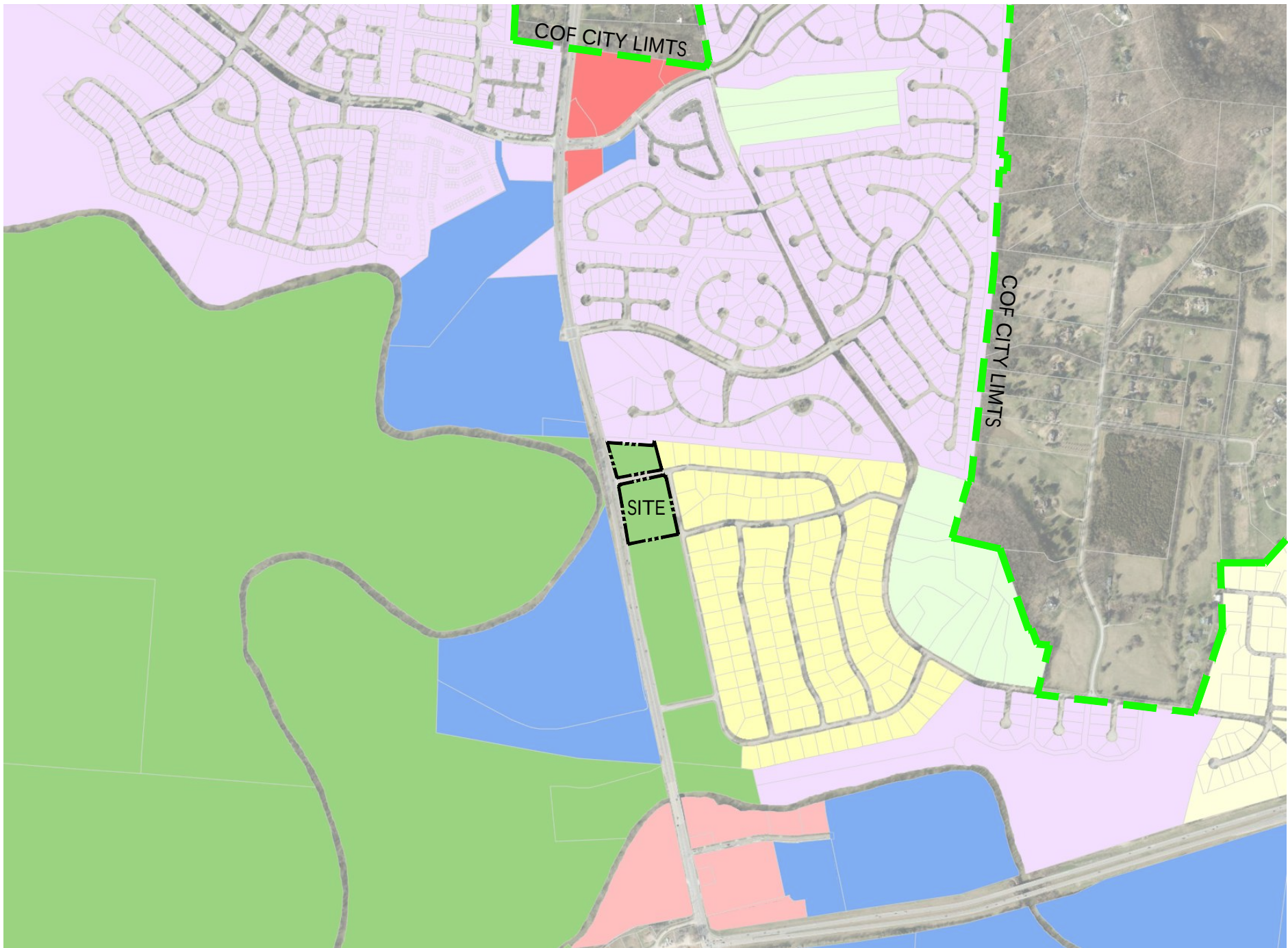
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POTEAT PLACE REZONING

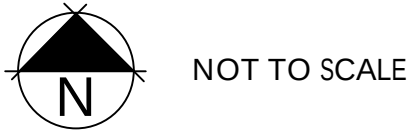
REZONING

COF# 7962

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE



VICINITY MAP



SITE DATA CHART

PROJECT NAME:	POTEAT PLACE REZONING
PROJECT NUMBER:	7962
ADDRESS:	POTEAT PLACE
PARCEL(S):	MAP 520, GROUP A, PARCEL 27.01
ACREAGE / SF OF SITE:	7.0 AC / 304,820 SF
BASE ZONING:	AGRICULTURE
PROPOSED ZONING:	R2
ZONING OVERLAYS:	FWO - FLOODWAY OVERLAY FFO - FLOODWAY FRINGE OVERLAY
BUILDING TYPES APPLIED:	SINGLE FAMILY HOMES
FRONTAGE TYPES APPLIED:	YARD FRONTAGE
MAX BUILDING HEIGHT:	2.5-STORY
PERMITTED USES:	SINGLE-FAMILY DETACHED
MINIMUM REQUIRED LSA:	40% (2.8 AC)
OPEN SPACE REQUIRED:	N/A
NATURAL AREA REQUIRED:	N/A
TREE CANOPY:	1.39 AC
RETENTION ACREAGE REQUIRED:	40% (0.67 AC)

SHEET INDEX

C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS PLAN

APPLICANT & LANDSCAPE ARCHITECT:

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

ENGINEER / DEVELOPER:

LAND SOLUTIONS COMPANY
KEVIN ESTES
2925 BERRY HILL DRIVE
SECOND FLOOR
NASHVILLE, TN 37204
615-712-7497
kevin@landsolutionsco.com

OWNER:

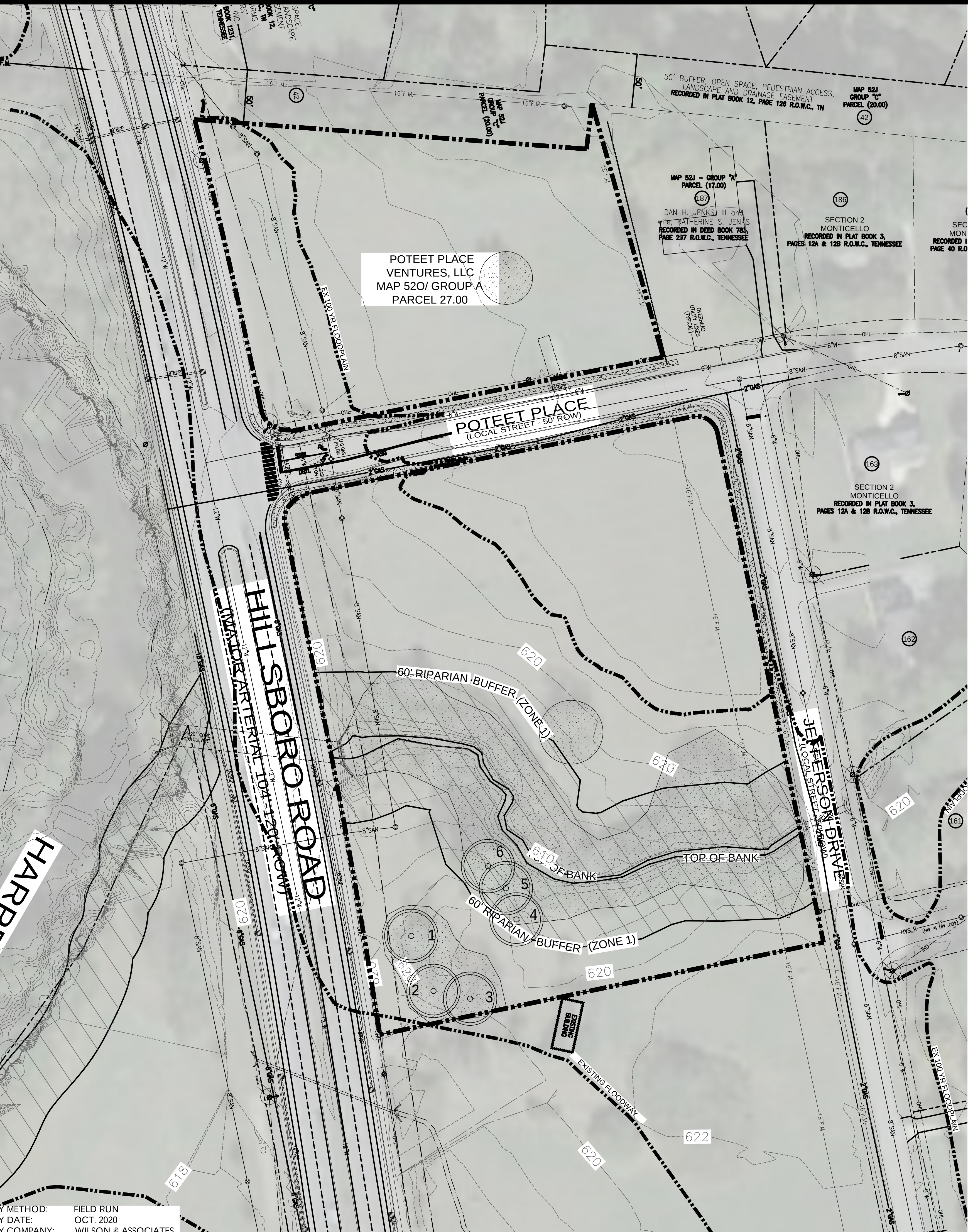
MAP 520, GROUP A, PARCEL 27.00
POTEAT PLACE VENTURES, LLC
2925 BERRY HILL DRIVE
SECOND FLOOR
NASHVILLE, TN 37204
615-712-7497
KEVIN@LANDSOLUTIONSCO.COM



RESUBMITTAL: 10.6.2022



DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE



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

KEY

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

SPECIMEN TREES

NO.	SIZE (INCHES)	SPECIES	REMOVED	RETAINED
1	36	ELM		X
2	30	ELM		X
3	30	ELM		X
4	24	WALNUT		X
5	24	ELM		X
6	28	HACKBERRY		X

TOTAL NUMBER OF INCHES REMOVED	0
NUMBER OF REPLACEMENT INCHES REQUIRED	0

TOTAL SPECIMEN INCHES: 172"
GOOD SPECIMEN INCHES REMOVED: 0"
REQUIRED REPLACEMENT: 0"

LEGAL DESCRIPTION

PROPERTY DESCRIPTION - TRACT "A" MAP 520 - GROUP "A" - P/O PARCEL 27.00

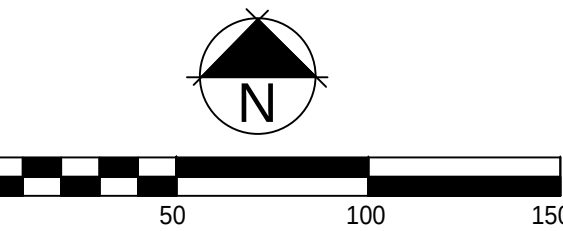
A TRACT OF LAND IN THE 8TH CIVIL DISTRICT OF WILLIAMSON COUNTY, CITY OF FRANKLIN, TENNESSEE, BEING BOUNDED ON THE NORTH BY FIELDSTONE FARMS - SECTION P - REVISION 1 AS OF RECORD IN PLAT BOOK 12, PAGE 126, REGISTER'S OFFICE, WILLIAMSON COUNTY (R.O.W.C.), TENNESSEE, ON THE EAST BY SECTION 2 - MONTICELLO AS OF RECORD IN PLAT BOOK 3, PAGES 12A & 12B R.O.W.C., TENNESSEE, ON THE SOUTH BY POTEAT PLACE (60' PUBLIC R.O.W.) AND ON THE WEST BY HILLSBORO ROAD - S.R.106 - U.S.HWY. 231 (PUBLIC R.O.W. - WIDTH VARIES) AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A SURVEY BY JTA LAND SURVEYING, INC. ENTITLED: ALTA/NSPS LAND TITLE SURVEY OF THE STEPHEN B. & ROBERT M. EATHERLY PROPERTY - JOB NUMBER: 2021-064 - DATED: APRIL 5, 2021 AND LAST REVISED: APRIL 15, 2021 AS FOLLOWS:

BEGINNING AT AN IRON ROD (OLD) IN THE EASTERLY RIGHT-OF-WAY LINE OF HILLSBORO ROAD - S.R.106-U.S.HWY. 231 (AS WIDENED), THAT IS 333.4 FEET MORE OR LESS NORTH OF THE CENTERLINE OF POTEAT PLACE (60' PUBLIC R.O.W.), SAID IRON ROD (OLD) ALSO BEING IN THE SOUTHERLY BOUNDARY LINE OF THE AFORESAID FIELDSTONE FARMS - SECTION P - REVISION 1 AND HAVING A TENNESSEE STATE PLANE COORDINATE OF N=591,948.12, E=1,707,002.59; THENCE,

- LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID HILLSBORO ROAD, WITH THE SOUTHERLY BOUNDARY LINE OF THE AFORESAID FIELDSTONE FARMS - SECTION P - REVISION 1, SOUTH 85 DEGREES 42 MINUTES 23 SECONDS EAST A DISTANCE OF 367.41 FEET TO AN IRON ROD (OLD); THENCE,
- CONTINUING WITH AN OFFSET IN SAID SOUTHERLY BOUNDARY LINE, NORTH 06 DEGREES 50 MINUTES 57 SECONDS EAST A DISTANCE OF 42.99 FEET TO A 18" HACKBERRY TREE AT THE NORTHWESTERLY PROPERTY CORNER OF LOT 187 AS SHOWN ON THE AFORESAID FINAL PLAT OF SECTION 2 - MONTICELLO; THENCE,
- LEAVING THE SOUTHERLY BOUNDARY OF FIELDSTONE FARMS, WITH THE WESTERLY PROPERTY LINE OF LOT 187, SOUTH 15 DEGREES 40 MINUTES 08 SECONDS EAST A DISTANCE OF 246.40 FEET TO AN IRON ROD (OLD) IN THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID POTEAT PLACE AT THE SOUTHWEST PROPERTY CORNER OF LOT 187; THENCE,
- WITH THE NORTHERLY RIGHT-OF-WAY LINE OF POTEAT PLACE, SOUTH 78 DEGREES 44 MINUTES 43 SECONDS WEST A DISTANCE OF 354.96 FEET TO AN IRON ROD (NEW); THENCE,
- WITH AN OFFSET IN SAID RIGHT-OF-WAY LINE, NORTH 11 DEGREES 15 MINUTES 17 SECONDS WEST A DISTANCE OF 1.68 FEET TO AN IRON ROD (NEW) AT THE SOUTHEASTERLY END, OF THE NORTHEASTERLY RETURN CURVE AT THE INTERSECTION OF POTEAT PLACE AND HILLSBORO ROAD AS WIDENED BY DEED BOOK 1634, PAGE 533 R.O.W.C., TENNESSEE; THENCE,
- IN A NORTHWEST DIRECTION WITH A 23.43-FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 36.61 FEET TO AN IRON ROD (OLD) IN THE EASTERLY RIGHT-OF-WAY LINE OF HILLSBORO ROAD (AS WIDENED), SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 27 MINUTES 21 SECONDS WEST, 33.00 FEET; THENCE,
- CONTINUING WITH SAID EASTERLY RIGHT-OF-WAY LINE, IN A NORTHWESTERLY DIRECTION, WITH A 5798.87-FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 278.51 FEET TO THE POINT OF BEGINNING. SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 12 DEGREES 52 MINUTES 57 SECONDS WEST, 278.48 FEET. THIS TRACT CONTAINS 93,498 SQUARE FEET OR 2.146 ACRES MORE OR LESS AS CALCULATED BY THE ABOVE BEARINGS AND DISTANCES.

PROPERTY TITLE REFERENCE:

THIS TRACT IS ALL OF PARCEL A AS DEEDED TO STEPHEN B. EATHERLY AND ROBERT M. EATHERLY AS OF RECORD IN DEED BOOK 6307, PAGE 410 R.O.W.C., TENNESSEE EXCLUDING THAT PORTION THAT WAS CONVEYED TO THE STATE OF TENNESSEE FOR RIGHT-OF-WAY PURPOSES AS OF RECORD IN DEED BOOK 1634, PAGE 533 R.O.W.C., TENNESSEE.



SITE DATA CHART

PROJECT NAME: POTEAT PLACE REZONING
PROJECT NUMBER: 7962
ADDRESS: POTEAT PLACE
PARCEL(S): MAP 520, GROUP A, PARCEL 27.01
ACREAGE / SF OF SITE: 7.0 AC / 304,820 SF
BASE ZONING: AGRICULTURE
PROPOSED ZONING: R-2
ZONING OVERLAYS: FWO - FLOODWAY OVERLAY
FFO - FLOODWAY FRINGE OVERLAY

BUILDING TYPES APPLIED: SINGLE FAMILY HOMES
FRONTAGE TYPES APPLIED: YARD FRONTAGE
MAX BUILDING HEIGHT: 2.5-STORY

PERMITTED USES: SINGLE-FAMILY DETACHED
MINIMUM REQUIRED LSA: 40% (2.8 AC)
OPEN SPACE REQUIRED: N/A
NATURAL AREA REQUIRED: N/A
TREE CANOPY: 1.39 AC
RETENTION ACREAGE REQUIRED: 48% (0.67 AC)

PROPERTY DESCRIPTION - TRACT "D" MAP 520 - GROUP "A" - P/O PARCEL 27.00 (4.85 ACRE TRACT)

A TRACT OF LAND IN THE 8TH CIVIL DISTRICT OF WILLIAMSON COUNTY, CITY OF FRANKLIN, TENNESSEE, BEING BOUNDED ON THE NORTH BY POTEAT PLACE (60' PUBLIC R.O.W.), ON THE EAST BY JEFFERSON DRIVE (PUBLIC R.O.W. - WIDTH VARIES), ON THE SOUTH BY THE REMAINING LANDS OF STEPHEN B. EATHERLY AND ROBERT M. EATHERLY AND ON THE WEST BY HILLSBORO ROAD - S.R.106-U.S.HWY. 231 (PUBLIC R.O.W.-WIDTH VARIES), BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A SURVEY BY JTA LAND SURVEYING, INC. ENTITLED: ALTA/NSPS LAND TITLE SURVEY OF THE STEPHEN B. & ROBERT M. EATHERLY PROPERTY - JOB NUMBER: 2021-064 - DATED: APRIL 5, 2021 AND LAST REVISED: APRIL 15, 2021, AS FOLLOWS:

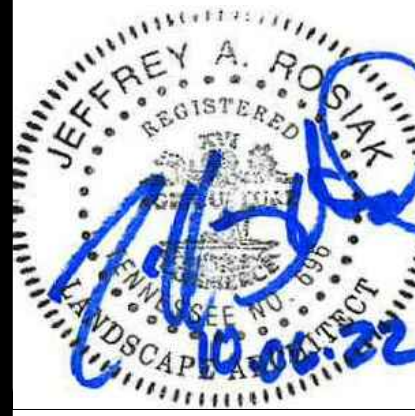
BEGINNING AT AN IRON ROD (NEW) AT THE SOUTHERLY END OF THE SOUTHEASTERLY RETURN CURVE AT THE INTERSECTION OF POTEAT PLACE AND HILLSBORO ROAD; SAID IRON ROD HAS TENNESSEE STATE PLANE COORDINATE OF N=591,568.73, E=1,707,086.69; THENCE,

- WITH SAID RETURN CURVE, HAVING A 23.46-FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 37.01 FEET TO AN IRON ROD (OLD) IN THE SOUTHERLY RIGHT-OF-WAY LINE OF POTEAT PLACE; SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 33DEGREES 40 MINUTES 48 SECONDS EAST, 33.29 FEET; THENCE,
- WITH AN OFFSET IN THE SOUTHERLY RIGHT-OF-WAY OF POTEAT PLACE, NORTH 11 DEGREES 15 MINUTES 17 SECONDS WEST A DISTANCE OF 1.64 FEET TO AN IRON ROD (NEW) IN THE SOUTHERLY RIGHT-OF-WAY LINE OF POTEAT PLACE; THENCE,
- WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID POTEAT PLACE, NORTH 78 DEGREES 44 MINUTES 43 SECONDS EAST A DISTANCE OF 370.39 FEET TO AN IRON ROD (OLD) AT THE NORTHWESTERLY END OF THE SOUTHWESTERLY RETURN CURVE AT THE INTERSECTION OF POTEAT PLACE AND THE AFORESAID JEFFERSON DRIVE; THENCE,
- WITH SAID RETURN CURVE, HAVING A 20.00-FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 31.24 FEET TO AN IRON ROD (OLD) IN THE WESTERLY RIGHT-OF-WAY LINE OF JEFFERSON DRIVE. SAID CURVE HAS A CHORD BEARING AND DISTANCE OF SOUTH 56 DEGREES 30 MINUTES 16 SECONDS EAST, 28.16 FEET; THENCE,
- WITH THE WESTERLY RIGHT-OF-WAY LINE OF JEFFERSON DRIVE, SOUTH 11 DEGREES 45 MINUTES 16 SECONDS EAST, 486.23 FEET TO AN IRON ROD (NEW); THENCE,
- LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF JEFFERSON DRIVE, A WITH A NEW SEVERANCE LINE THROUGH WHICH THIS TRACT IS A PART OF, SOUTH 78 DEGREES 14 MINUTES 44 SECONDS WEST - 423.81 FEET TO AN IRON ROD (NEW) ON THE EASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED HILLSBORO ROAD; THENCE,
- WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID HILLSBORO ROAD, NORTH 08 DEGREES 58 MINUTES 42 SECONDS WEST, 30.94 FEET TO AN IRON ROD (NEW); THENCE,
- WITH A 6509.17-FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 158.59 FEET TO AN IRON ROD (NEW), SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 10 DEGREES 53 MINUTES 50SECONDS WEST, 158.59 FEET; THENCE,
- NORTH 11 DEGREES 30 MINUTES 59 SECONDS WEST, 160.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 211,322 SQUARE FEET OR 4.85 ACRES, MORE OR LESS AS CALCULATED BY THE ABOVE COURSES AND DISTANCES.

PROPERTY TITLE REFERENCE:

BEING A PORTION OF THE SAME PROPERTY AS DEEDED TO STEPHEN B. EATHERLY AND ROBERT M. EATHERLY AS OF RECORD IN DEED BOOK 6307, PAGE 410 R.O.W.C., TENNESSEE EXCLUDING THOSE PORTIONS THAT WERE CONVEYED TO THE STATE OF TENNESSEE FOR RIGHT-OF-WAY PURPOSES AS OF RECORD IN DEED BOOK 1360, PAGE 605 R.O.W.C., TENNESSEE (DEED PARCEL 2) AND DEED BOOK 1634, PAGE 525 R.O.W.C., TENNESSEE.

POTEAT PLACE REZONING
REZONING
Franklin, Williamson County, Tennessee



Revision Date

△	
△	
△	
△	

OVERALL EXISTING CONDITIONS

SHEET
C1.0



File #: 21-03260

DATE: October 19, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Ordinance 2022-19, An Ordinance To Rezone 7.9 Acres From Civic Institutional (CI) District To Residential 4 (R4) District For The Property Located South Of Battle Avenue And West Of Cannon Street, At 1406 Cannon Street, And 319, 401, 403, And 405 Battle Avenue. Establishing A Public Hearing On January 10, 2023
FMPC 6/23/22, 5-2 to deny; 8/25/22, 8-0 to defer to 9/22/22; 9/22/22, 8-0 to defer to 10/27/22; 10/27/22, 7-2 to approve

PURPOSE:

PROJECT INFORMATION

COF Project Number: 7860
Applicant: Jim Gilliam, HFR Design
Owner: FSSD, David Snowden, Rep.

BACKGROUND/STAFF COMMENTS:

UPDATE:

This request is back before the Planning Commission because it was discovered prior to the September FMPC meeting that the public notification mailings this month did not meet the requirements of being postmarked at least 15 days prior to the FMPC meeting (Section 20.2.9 of the Zoning Ordinance). The applicant provided a Public Notice Affidavit to the City believing they had met the requirement, as they had dropped off the mailers at the post office at least 15 days prior to the FMPC meeting. However, a citizen provided their mailer to staff after the agenda had been published in the paper, showing that the post office did not postmark them until the following day (being only 14 days prior to the meeting). The request was deferred to the October 27, 2022 FMPC meeting in order to meet public notification requirements. The City has received the public notice affidavit stating the notices were mailed on October 5th, 2022.

PREVIOUS STAFF REPORT:

The applicant is requesting to rezone the property from Civic Institutional (CI) to Residential 4 (R4) District. The property consists of 7.9 acres and is the site of an administrative complex for the Franklin Special School District. The property is located within the Historic Residential Design Concept as defined by Envision Franklin. Envision Franklin states that, "Infill developments should

maintain the established, traditional residential character and reflect the scale of the surrounding neighborhood. Context sensitivity is a key component, including compatible building form, lot widths, and setbacks. A gridded street network, sidewalks, and street trees should be used to support connectivity and the pedestrian-scale environment." The R4 zoning district is compatible with the recommendations of Envision Franklin as well as the character and pattern of the surrounding established neighborhoods.

Project Consideration:

Should the property be rezoned, the existing buildings and current office and administrative uses would be nonconforming and any future re-development or major site improvements would cause the property to lose its nonconforming status.

The property does not have any other development applications with the City. Any proposed development, other than one single-family residence, would have to file a development application in the form of a preliminary plat or development plan with an associated PD rezoning request.

PROCEDURAL REQUIREMENTS:

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

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

At the June meeting, the Franklin Municipal Planning Commission voted 5-2 to recommend denial of the rezoning request.

At the October meeting, the Franklin Municipal Planning Commission voted 7-2 to recommend approval of the rezoning request.

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2022-19.

ORDINANCE 2022-19

AN ORDINANCE TO REZONE 7.9 ACRES FROM CIVIC INSTITUTIONAL (CI) DISTRICT TO RESIDENTIAL 4 (R4) DISTRICT FOR THE PROPERTY LOCATED SOUTH OF BATTLE AVENUE AND WEST OF CANNON STREET, AT 1406 CANNON STREET AND 319, 401, 403 AND 405 BATTLE AVENUE

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

WHEREAS, the R4 district provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

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

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of **Civic Institutional (CI)** District to **Residential 4 (R4)** District:

PREMISES CONSIDERED	
Map-Parcel	Acres
78 O-1.06	6.75
78 O-1.05	0.31
78 O-1.04	0.28
78 O-1.03	0.28
78 O-1.02	0.28
Total	7.9

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

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

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2022.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

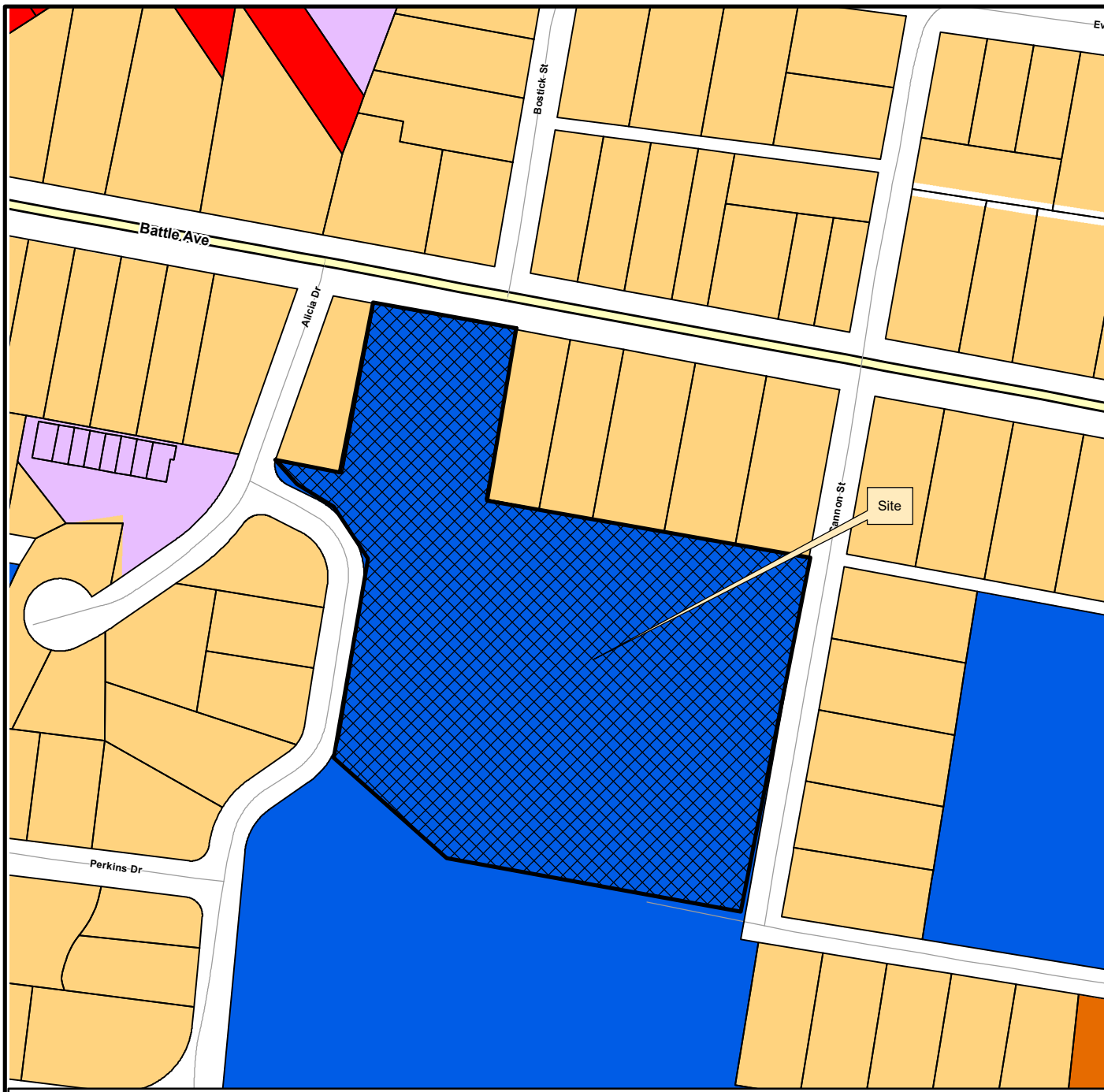
PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:



FRANKLIN ELEMENTARY SCHOOL SUBDIVISION, LOT 2 SUNSET MANOR SUBDIVISION, LOTS 10-13 REZONING

Project Information

Existing Zoning: CI
 Proposed Zoning: R4
 Overlay Districts: CFO
 Site Acreage: 7.9 acres
 Proposed Number of Dwelling Units: 0
 Proposed Nonresidential Square Footage: 0

Zoning Districts



Subject Property

Overlays

- Hillside/Hillcrest Overlay
- 500 Ft Buffer of Hillside
- AG Agricultural District
- ER Estate Residential District
- R1 Residential 1 District
- R2 Residential 2 District
- R3 Residential 3 District
- R4 Residential 4 District
- R6 Residential 6 District
- MR Mixed Residential District
- PD Planned District
- OR Office Residential District
- CI Civic Institutional District
- NC Neighborhood Commercial
- CC Central Commercial District
- DD Downtown District
- 1ST Avenue District
- 5TH Avenue District
- RC6 Regional Commerce 6 District
- RC12 Regional Commerce 12 District
- GO General Office District
- LI Light Industrial District
- HI Heavy Industrial District

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

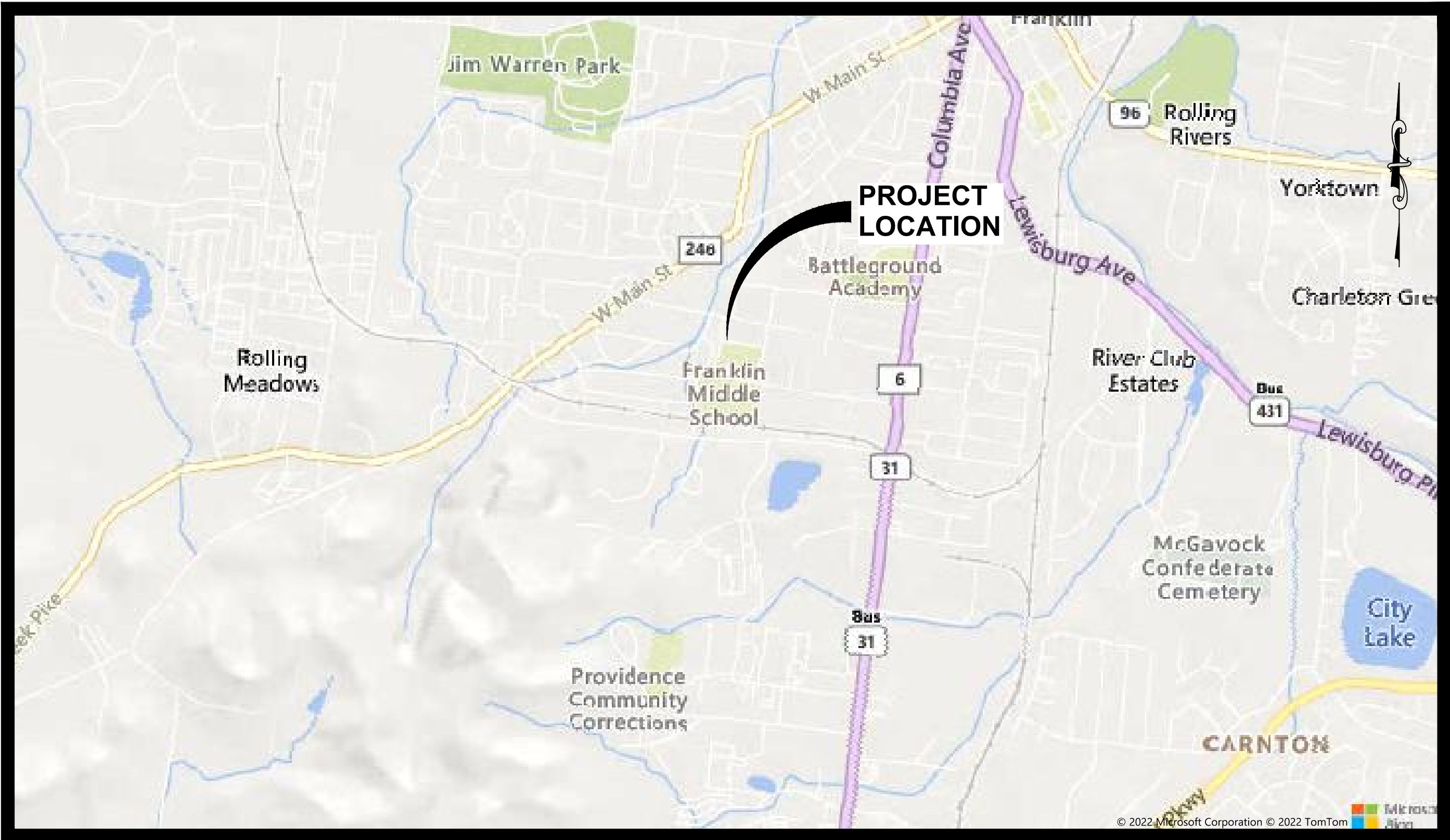


FUTURE LOT 2 AND THE NORTHERLY
PORTION OF PARCEL 1
BEING 7.885 ACRES

PARCEL 1.02 / 319 BATTLE AVE. PARCEL 1.05 / 405 BATTLE AVE.
PARCEL 1.03 / 401 BATTLE AVE. PARCEL 1.06 / 1406 CANNON ST
PARCEL 1.04 / 403 BATTLE AVE.

CITY OF FRANKLIN PROJECT NUMBER : 7860

Dated: 05/09/2022
Resubmittal: 09/01/2022



VICINITY MAP
N.T.S.



Wold - HFR Design, Inc.
214 Centerview Drive
Suite 300
Brentwood, TN 37027

615.370.8500
615.370.8530
www.HFRdesign.com



SITE INFORMATION

OWNER
FRANKLIN SPECIAL SCHOOLS DISTRICT
Owners Address:
750 New Highway 96 West
Franklin, TN 37064

ZONING
EXISTING ZONING: C1 - CIVIL AND INSTITUTIONAL
PROPOSED ZONING: R4 - RESIDENTIAL 4

PROJECT TEAM

OWNER
FRANKLIN SPECIAL SCHOOLS DISTRICT
Owners Address:
507 New Highway 96 West
Franklin, TN 37064
CONTACT NAME: DAVID L. SNOWDEN, Ph.D.
(PHO) (615) 794-6624
email: dsnowden@fssd.org

DESIGN PROFESSIONAL
CIVIL ENGINEER: Jim Gilliam
214 Centerview Drive, Suite 300
Brentwood, TN 37027
(PHO) (615) 370-8500
email: jgilliam@hfrdesign.com

Sheet List Table

Sheet Number	Sheet Title
C0.0	COVER SHEET
C1.0	REZONING PLAN

TN

PLOT DATE: 9/10/2022 12:23:35 PM (ARHODES) LOCATION: C:\USERS\ARHODES\DOCUMENTS\HFR DESIGN\227416 - FSSD NEW CENTRAL OFFICE SURVEY - 227416C-BASE 227416.DWG
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C



LEGEND

- CONCRETE MONUMENT OLD
- IRON PIPE OLD
- IRON PIN OLD
- IRON PIN NEW 5/8" WITH HFR CAP
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- MANHOLE
- UTILITY POLE
- LIGHT POLE
- SIGN POST
- BOLLARD
- LANDSCAPING
- YARD LIGHT
- ELECT. BOX
- PROPERTY/R.O.W. LINE
- SEWER LINE
- OVERHEAD WIRES
- AREA TO BE REZONED

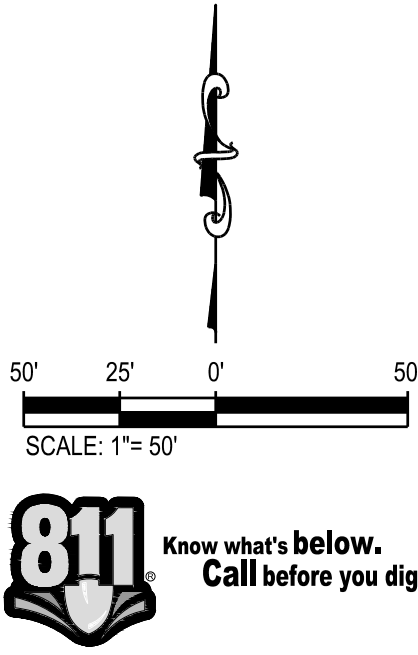
CURVE DATA

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C1	90-00-00	25.00'	25.00'	39.27'	35.36'	N53-23-46E
C2	89-05-00	80.78'	79.50'	125.60'	113.32'	S53-51-16W
C3	89-11-00	100.72'	99.29'	156.77'	141.42'	N35-16-44W
C4	86-03-09	37.60'	35.09'	56.47'	51.31'	S36-50-40E

NOTES:

- ALL DISTANCES WERE MEASURED WITH E.D.M. EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
- UTILITIES HAVE BEEN PLOTTED FROM SURFACE FEATURES FOUND AT THE TIME OF SURVEY AND AVAILABLE MAPS AND RECORDS. THERE MAY BE OTHER UTILITIES, THE EXISTENCE OF WHICH ARE NOT KNOWN TO THE UNDERSIGNED. SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES MUST BE VERIFIED BY THE APPROPRIATE UTILITY COMPANY PRIOR TO ANY CONSTRUCTION.
- BY SCALING, GRAPHIC INTERPOLATION AND PLOTTING THE SUBJECT PROPERTY IS LOCATED IN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE SPECIAL FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. "FLOOD RATE INSURANCE MAP", MAP NOS. 47187C0192G DATED: 12-22-2016.
- THIS PROPERTY IS FOUND ON WILLIAMSON COUNTY TAX MAP 780, GROUP "A" AND BEING PARCEL 1.00.
- THE PROPERTY IS CURRENTLY ZONED "C1" CIVIC AND INSTITUTIONAL, THE PROPOSED ZONE IS R4
- THE PROPERTY IS LOCATED IN ZONE "X" AREAS NOT AFFECTED BY THE 100 YEAR FLOOD PLAIN BASED ON F.E.M.A. "FLOOD RATE INSURANCE MAP", NO. 47187C0192G, DATED: DECEMBER 22, 2016.
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- ENVISION FRANKLIN DESIGN CONCEPT: HISTORIC RESIDENTIAL
- OVERLAY: CENTRAL FRANKLIN OVERLAY

NOTE:
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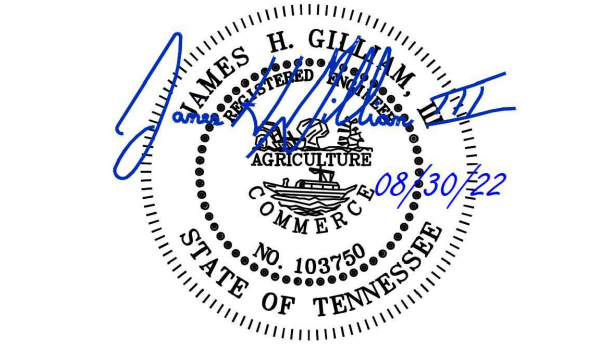
FUTURE LOT 2 AND THE NORTHERLY PORTION OF PARCEL 1 BEING 7.885 ACRES

CITY OF FRANKLIN
PROJECT NUMBER: 7860



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214 Centerview Drive Suite 300
Brentwood, TN 37027

woldhfr.com | 615.370.8500

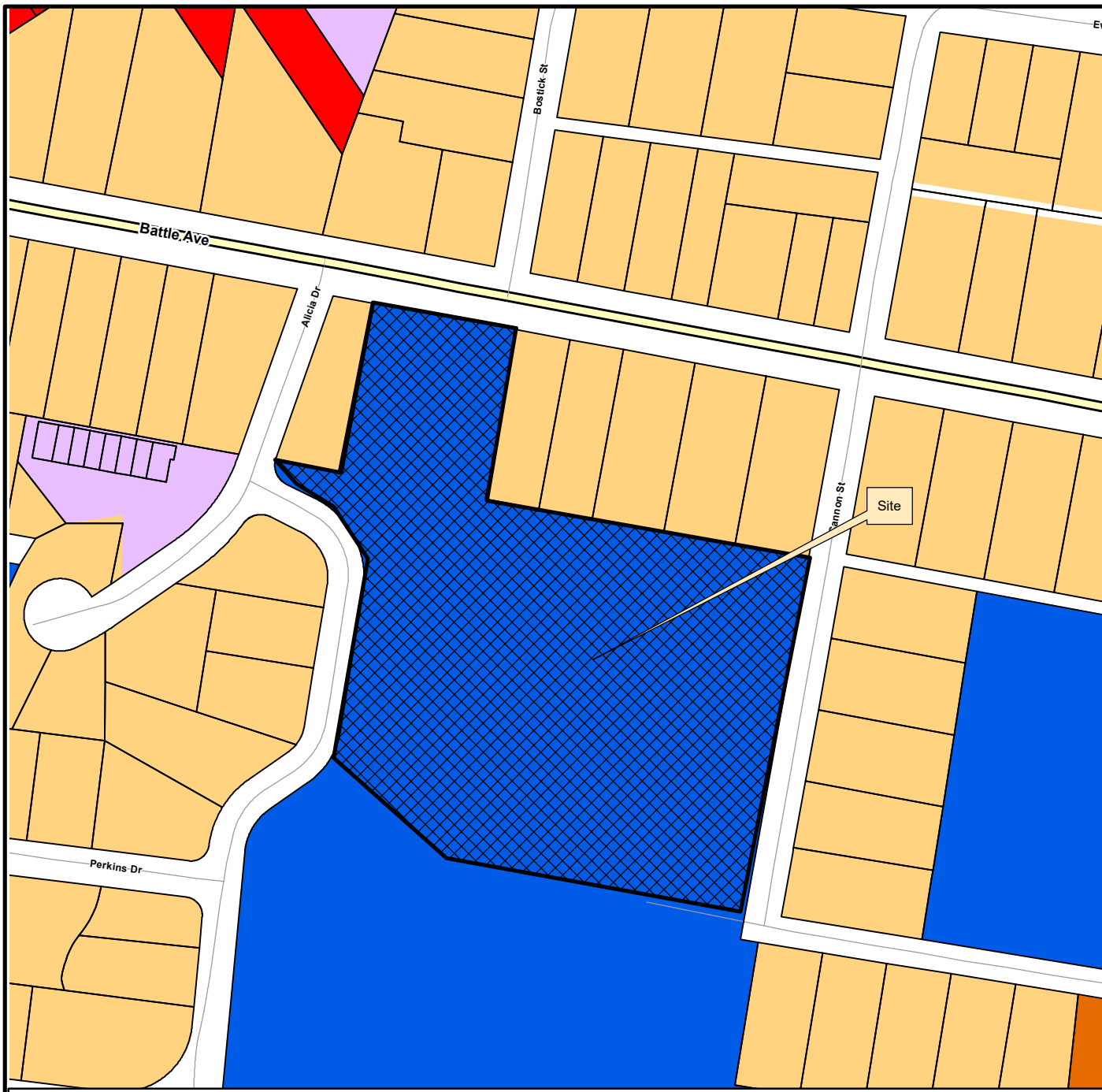


Revisions		
Description	Date	Num
CITY COMMENTS	06/02/2022	1

Proj. #: 227416
Date: 05.09.2022
Drawn: JG
Check: ALR

REZONING PLAN

C1.0



FRANKLIN ELEMENTARY SCHOOL SUBDIVISION, LOT 2 SUNSET MANOR SUBDIVISION, LOTS 10-13 REZONING

Project Information

Existing Zoning: CI
 Proposed Zoning: R4
 Overlay Districts: CFO
 Site Acreage: 7.9 acres
 Proposed Number of Dwelling Units: 0
 Proposed Nonresidential Square Footage: 0

Zoning Districts



Subject Property

Overlays

- Hillside/Hillcrest Overlay
- 500 Ft Buffer of Hillside
- AG Agricultural District
- ER Estate Residential District
- R1 Residential 1 District
- R2 Residential 2 District
- R3 Residential 3 District
- R4 Residential 4 District
- R6 Residential 6 District
- MR Mixed Residential District
- PD Planned District
- OR Office Residential District
- CI Civic Institutional District
- NC Neighborhood Commercial
- CC Central Commercial District
- DD Downtown District
- 1ST Avenue District
- 5TH Avenue District
- RC6 Regional Commerce 6 District
- RC12 Regional Commerce 12 District
- GO General Office District
- LI Light Industrial District
- HI Heavy Industrial District

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0 250 500 1,000
 Feet

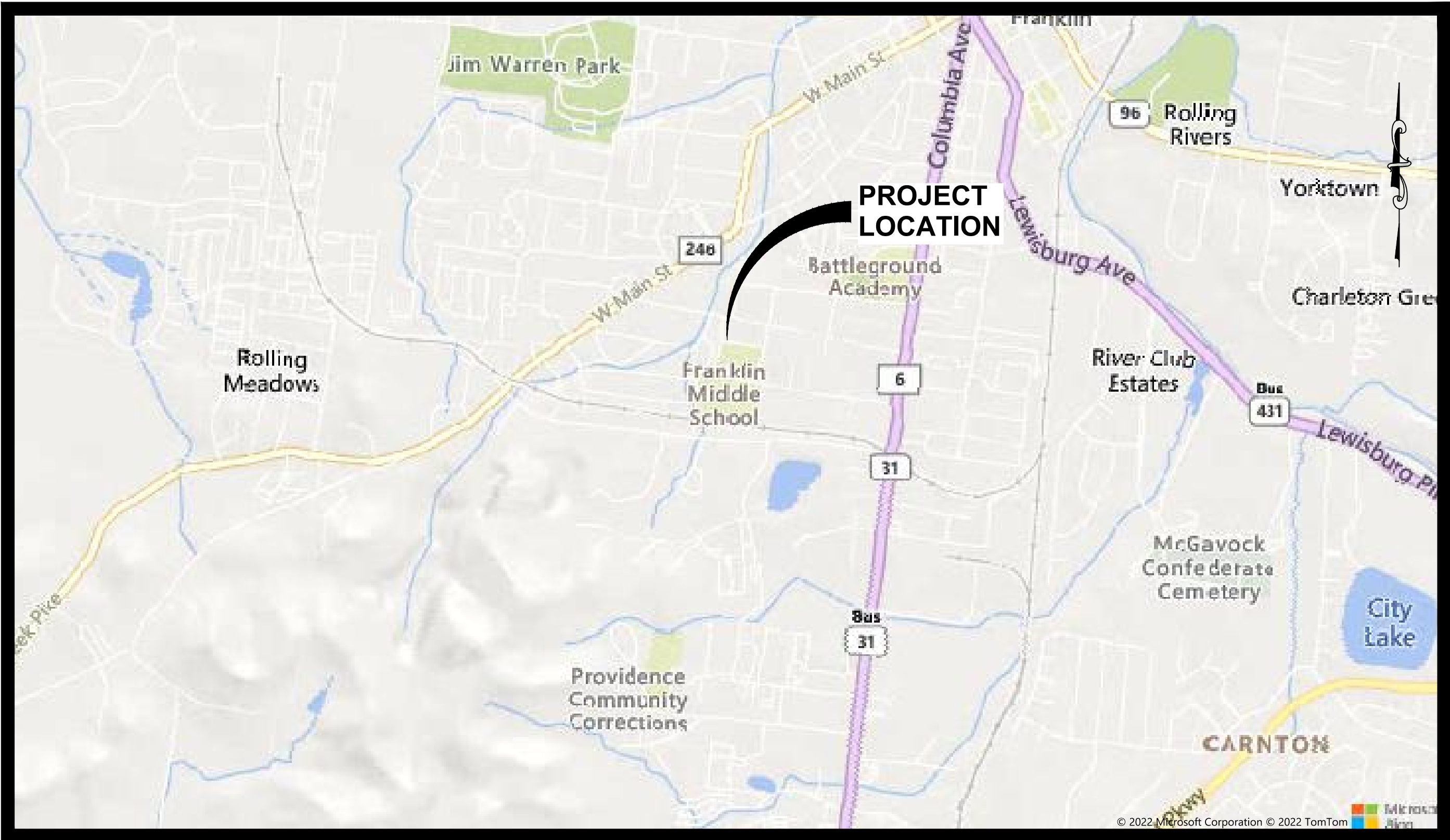


FUTURE LOT 2 AND THE NORTHERLY PORTION OF PARCEL 1 BEING 7.885 ACRES

PARCEL 1.02 / 319 BATTLE AVE. PARCEL 1.05 / 405 BATTLE AVE.
PARCEL 1.03 / 401 BATTLE AVE. PARCEL 1.06 / 1406 CANNON ST
PARCEL 1.04 / 403 BATTLE AVE.

CITY OF FRANKLIN PROJECT NUMBER : 7860

Dated: 05/09/2022
Resubmittal: 09/01/2022



VICINITY MAP
N.T.S.



Wold - HFR Design, Inc.
214 Centerview Drive
Suite 300
Brentwood, TN 37027

615.370.8500
615.370.8530
www.HFRdesign.com



SITE INFORMATION

OWNER
FRANKLIN SPECIAL SCHOOLS DISTRICT
Owners Address:
750 New Highway 96 West
Franklin, TN 37064

ZONING
EXISTING ZONING: C1 - CIVIL AND INSTITUTIONAL
PROPOSED ZONING: R4 - RESIDENTIAL 4

PROJECT TEAM

OWNER
FRANKLIN SPECIAL SCHOOLS DISTRICT
Owners Address:
507 New Highway 96 West
Franklin, TN 37064
CONTACT NAME: DAVID L. SNOWDEN, Ph.D.
(PHO) (615) 794-6624
email: dsnowden@fssd.org

DESIGN PROFESSIONAL
CIVIL ENGINEER: Jim Gilliam
214 Centerview Drive, Suite 300
Brentwood, TN 37027
(PHO) (615) 370-8500
email: jgilliam@hfrdesign.com

Sheet List Table

Sheet Number	Sheet Title
C0.0	COVER SHEET
C1.0	REZONING PLAN

TN

PLOT DATE: 9/10/2022 12:23:35 PM (ARHODES) LOCATION: C:\USERS\ARHODES\DOCUMENTS\HFR DESIGN\227416 - FSSD NEW CENTRAL OFFICE SURVEY - 227416C-BASE 227416.DWG
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C



LEGEND

- CONCRETE MONUMENT OLD
- IRON PIPE OLD
- IRON PIN OLD
- IRON PIN NEW 5/8" WITH HFR CAP
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- MANHOLE
- UTILITY POLE
- LIGHT POLE
- SIGN POST
- BOLLARD
- LANDSCAPING
- YARD LIGHT
- ELECT. BOX
- PROPERTY/R.O.W. LINE
- SEWER LINE
- OVERHEAD WIRES
- AREA TO BE REZONED

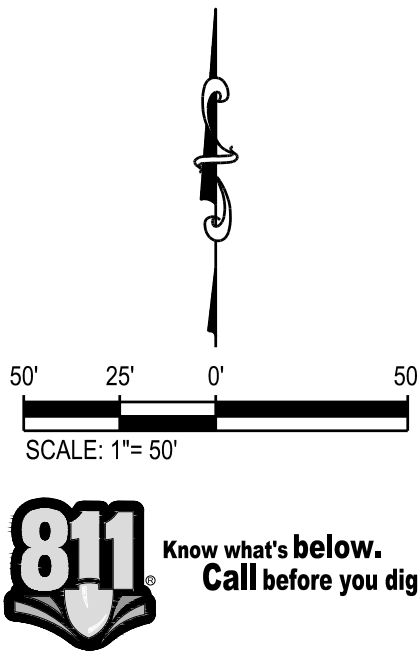
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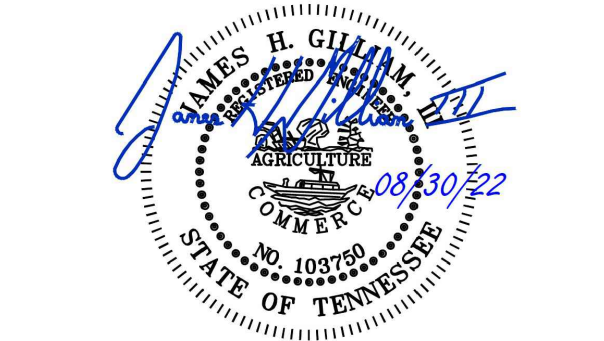
FUTURE LOT 2 AND THE NORTHERLY PORTION OF PARCEL 1 BEING 7.885 ACRES

CITY OF FRANKLIN
PROJECT NUMBER: 7860



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Revisions		
Description	Date	Num
CITY COMMENTS	06/02/2022	1

Proj. #: 227416
Date: 05.09.2022
Drawn: JG
Check: ALR

REZONING PLAN

C1.0



File #: 21-03497

DATE: October 19, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

*Consideration Of Ordinance 2022-34, An Ordinance To Rezone 301.89 Acres From Planned (PD) District To Planned (PD 54,982) District For The Property Located East Of Franklin Road And North Of Legends Club Lane, Located At 1500 Legends Club Lane (Aspen Grove PUD Subdivision, Section A). Establishing A Public Hearing On December 13, 2022
FMPC 10/27/22, 9-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 7938
Applicant: Luke Klausner, Chastain Skillman
Owner: Vanderbilt University, Maragret Emley, Rep.

BACKGROUND/STAFF COMMENTS:

The applicant is requesting to rezone the property from Planned (PD) District to Planned (PD 54,982) District in order to establish and expand the entitlements for the Aspen Grove PUD Subdivision, Section A where the Legends Golf Course is located. The 54,982 square feet of nonresidential space accommodates the proposed additions to existing buildings that are part of RES 2022-60, which is also included on this agenda. Envision Franklin places this property in the Recreation Design Concept, which supports the proposed entitlements.

PROCEDURAL REQUIREMENTS:

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

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

At the October meeting, the Franklin Municipal Planning Commission voted 9-0 to recommend approval of the rezoning request.

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2022-34.

ORDINANCE 2022-34

AN ORDINANCE TO REZONE 301.89 ACRES FROM PLANNED (PD) DISTRICT TO PLANNED (PD 54,982) DISTRICT FOR THE PROPERTY LOCATED EAST OF FRANKLIN ROAD AND NORTH OF LEGENDS CLUB LANE, LOCATED AT 1500 LEGENDS CLUB LANE (ASPEN GROVE PUD SUBDIVISION, SECTION A)

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

WHEREAS, the Planned (PD 54,982) district provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, adopted Resolution 2022-60, approving a Planned Unit Development (PUD) Development Plan as required by the Franklin Zoning Ordinance; and

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

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of **Planned (PD)** District to **Planned (PD 54,982)** District:

PREMISES CONSIDERED	
Map-Parcel	Acres
053-109.01	301.89
Total	301.89

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

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

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2022.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

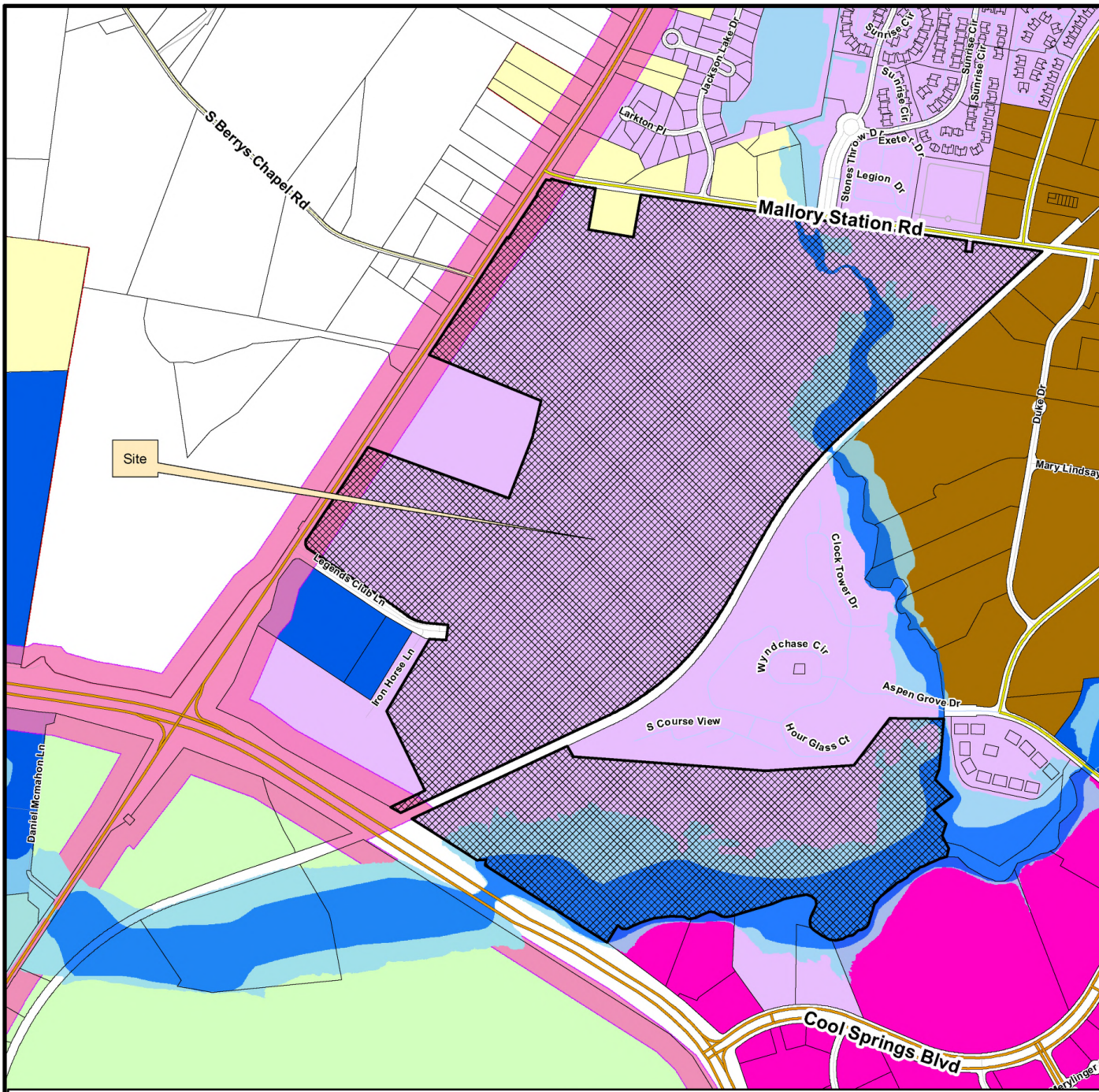
ASPEN GROVE PUD SUBDIVISION ORDINANCE 2022-34 RESOLUTION 2022-60

Project Information

Existing Zoning: PD
 Proposed Zoning: PD 54,982
 Overlay Districts: FWO, FFO, SCO
 Site Acreage: 301.89 acres
 Proposed Number of Dwelling Units: 0
 Proposed Nonresidential Square Footage: 54,982

Legend

-  Aspen Grove PUD Subdivision
-  Floodway Fringe Overlay
-  Floodway Overlay
-  Scenic Corridor Overlay
-  AG Agricultural District
-  ER Estate Residential District
-  R1 Residential 1 District
-  R2 Residential 2 District
-  R3 Residential 3 District
-  R4 Residential 4 District
-  R6 Residential 6 District
-  MR Mixed Residential District
-  PD Planned District
-  OR Office Residential District
-  CI Civic Institutional District
-  NC Neighborhood Commercial
-  CC Central Commercial District
-  DD Downtown District
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-  5TH Avenue District
-  RC6 Regional Commerce 6 District
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0 250 500 1,000
 Feet

PD ENTITLEMENTS

LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,600 SF
TURF CARE BUILDING (EXISTING)	12,530 SF
PAVILION (EXISTING)	5,850 SF
GOLF HITTING BAYS (EXISTING)	2,002 SF
TOTAL	54,982 SF

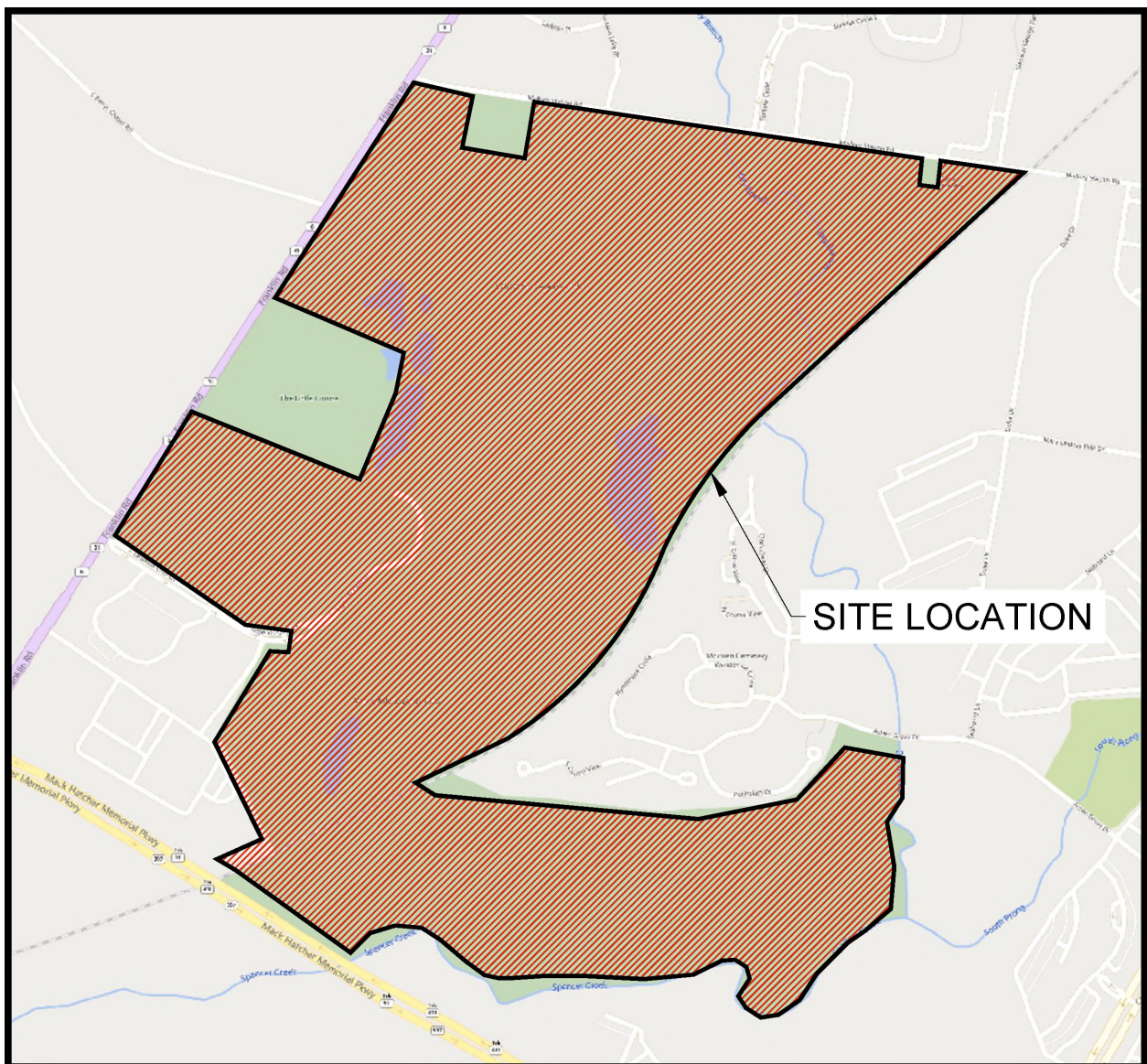
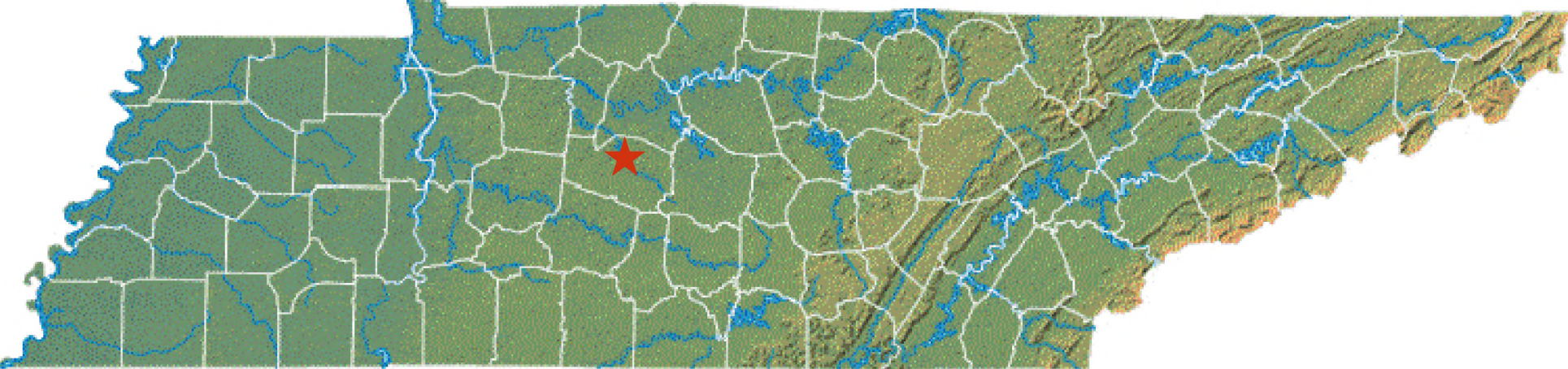
NOTE:

ACCESSORY STRUCTURES DO NOT CALCULATE INTO SQUARE FOOTAGE OF PRINCIPLE BUILDINGS.

COMPREHENSIVE REVIEW OF ROADWAY, STORMWATER, AND UTILITY ELEMENTS BY CITY OF FRANKLIN STAFF WILL OCCUR AT THE SITE PLAN STAGE. PROJECT ENTITLEMENTS APPROVED WITH THIS DEVELOPMENT PLAN DO NOT CONSTITUTE APPROVAL OF THE ROADWAY, STORMWATER, AND UTILITY ELEMENTS SHOWN ON THE DEVELOPMENT PLAN. IF, UPON APPLICATION OF CITY OF FRANKLIN STREET, STORMWATER, AND UTILITY STANDARDS AT THE SITE PLAN STAGE, THE APPLICANT CANNOT ACHIEVE THE MAXIMUM APPROVED ENTITLEMENTS, THE APPLICANT SHALL BE CONFINED TO THE ENTITLEMENTS ACHIEVABLE FROM THE APPLICATION OF SAID STANDARDS.

PENDING APPROVAL BY BOMA, THIS DOCUMENT WAS REVIEWED UNDER AND IS NOW VESTED IN THE FOLLOWING DEVELOPMENT STANDARDS:

- ZONING ORDINANCE: JANUARY 1, 2022
- SUBDIVISION REGULATIONS: DECEMBER 12, 2019
- TRANSPORTATION AND STREET TECHNICAL STANDARDS: JULY 1, 2021
- STORMWATER BMP MANUAL: JULY 1, 2021
- TECHNICAL SPECIFICATIONS FOR UTILITY INSTALLATION: OCTOBER 13, 2020
- MUNICIPAL CODE: NOVEMBER 18, 2021



NOT TO SCALE

REZONING PLAN FOR: VANDERBILT UNIVERSITY ASPEN GROVE PUD SUBDIVISION, DEVELOPMENT PLAN, SECTION A, REVISION 2

1500 LEGENDS CLUB LANE, FRANKLIN, TENNESSEE 37064
OCTOBER 6, 2022



NOT TO SCALE

MODIFICATION OF STANDARDS REQUEST:

A MODIFICATION OF STANDARD 6.8 COMMERCIAL/MIXED-USE BUILDING TYPE.

1. TO ALLOW FOR PITCHED GABLE ROOF ON COMMERCIAL/MIXED-USE BUILDING.

OWNER:
VANDERBILT UNIVERSITY
MARGARET LIDDON EMLEY
110 21ST AVENUE S, STE #1110
NASHVILLE, TENNESSEE 37203
(615) 343-5160



ARCHITECT:
MEYERS + ASSOCIATES ARCHITECTURE
CHRIS MEYERS
232 N. THIRD STREET
COLUMBUS, OHIO 43215
(614) 221-9433



ENGINEER OF RECORD:
CHASTAIN SKILLMAN, INC.
LUCAS P. KLAUSNER, P.E.
215 CENTERVIEW DRIVE, STE #113
BRENTWOOD, TENNESSEE 37027
(863) 646-1402



INDEX

SHEET NUMBER	SHEET DESCRIPTION
C0.0	COVER SHEET
C1.0	OVERALL EXISTING CONDITIONS
C1.1	DETAILED EXISTING CONDITIONS
C1.2	DETAILED EXISTING CONDITIONS
C1.3	DETAILED EXISTING CONDITIONS
C1.4	NEIGHBORHOOD CONTEXT PLAN
C2.0	OVERALL DEVELOPMENT PLAN

SITE DATA

PROJECT NAME:	ASPEN GROVE PUD SUBDIVISION DEVELOPMENT PLAN, SECTION A, REVISION 2 (LEGENDS GOLF CLUB) COF #7939
PROJECT NUMBER:	1500 LEGENDS CLUB LANE (MEMBERS CLUBHOUSE)
ADDRESS:	1460 LEGENDS CLUB LANE (ACADEMY BUILDING & PAVILION) 1440 LEGENDS CLUB LANE (TEAMS FACILITY) 1445 LEGENDS CLUB LANE (TURF MAINTENANCE FACILITY) FRANKLIN, TENNESSEE 37064
PARCEL(S):	053 10901 00008053
ACREAGE / SF OF SITE:	301.89 AC. (13,150,328 FT ²)
VESTING (IF APPLICABLE):	N/A
REGULATIONS:	
BASE ZONING:	PD - PLANNED DISTRICT
PROPOSED ZONING:	PD - PLANNED DISTRICT / 54,982 SF
ZONING OVERLAY:	FFO (FLOODWAY FRINGE OVERLAY) SCO (SCENIC CORRIDOR OVERLAY) COMMERCIAL LANDSCAPE
BUILDING TYPES APPLIED:	N/A
FRONTAGE TYPES APPLIED:	N/A
LOT WIDTH (RESIDENTIAL):	N/A
LOT SIZE (RESIDENTIAL):	N/A
SETBACKS:	
FRONT:	5' MIN.
SIDE:	5' MIN.
REAR:	5' MIN.
DWELLING UNIT COUNT (BY TYPE):	N/A
GOLF COURSE SF (BY USE):	
LEGENDS CLUBHOUSE	54,982 SF
TEAMS CLUBHOUSE	23,000 SF
TURF CARE BUILDING	11,600 SF
PAVILION	12,530 SF
GOLF HITTING BAYS	5,850 SF
HOTEL KEYS:	2,002 SF
BUILDING HEIGHT:	N/A
MINIMUM LSA:	3 STORIES MAX.
OPEN SPACE REQUIRED:	657,516 SF; 15.10 AC (5%)
TREE CANOPY RETENTION ACREAGE:	1,315,033 SF; 30.19 AC (10%)
PARKING REQUIRED (BY USE):	NO TREE REMOVAL IS PROPOSED
EXISTING PARKING (BY USE):	50 SPACES PER 9 HOLES
PROPOSED PARKING (BY USE):	(PER CLAUSE 10.1.5 C - CITY OF GALLATIN)
HISTORIC RESOURCE TREATMENT:	200 (6 ADA) (GOLF COURSE)
	392 (4 ADA) (GOLF COURSE)
	346 (8 ADA) (GOLF COURSE)



CHASTAIN SKILLMAN
215 CENTERVIEW DRIVE
BRENTWOOD, TN 37027
(863) 646-1402

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VANDERBILT UNIVERSITY
ASPEN GROVE PUD SUBDIVISION, REZONING PLAN,
SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
1500 LEGENDS CLUB LANE

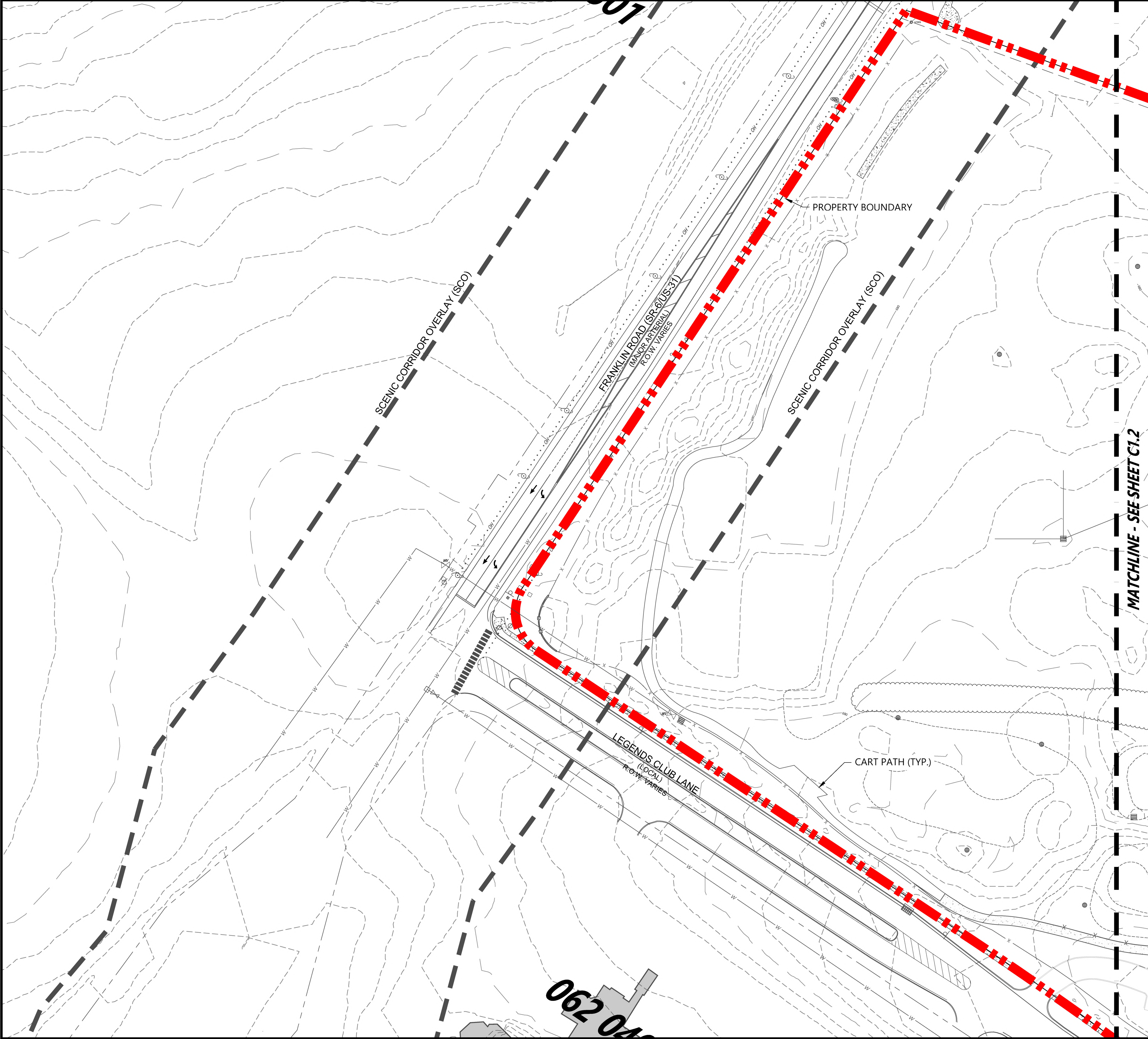
COVER SHEET



PROJECT No:
COF #7938

SHEET NUMBER:
C0.0

P:\102660\CAD\Gis\chastain\legends.gif rezoning plan\2022-EXISTING CONDITIONS.dwg C1.1 DET EX Oct 05, 2022 10:56am by: khouzari



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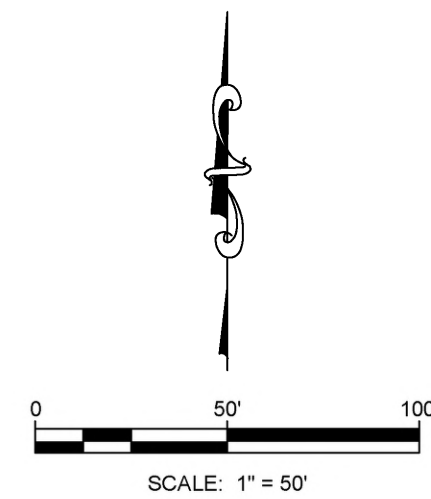
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REGULATIONS:	
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PROPOSED ZONING:	PD - PLANNED DISTRICT / 54,982 SF
ZONING OVERLAY:	FWO (FLOODWAY OVERLAY) FFO (FLOODWAY FRINGE OVERLAY) SCO (SCENIC CORRIDOR OVERLAY)
BUILDING TYPES APPLIED:	COMMERCIAL
FRONTAGE TYPES APPLIED:	LANDSCAPE
LOT WIDTH (RESIDENTIAL):	N/A
LOT SIZE (RESIDENTIAL):	N/A
SETBACKS:	
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HISTORIC RESOURCE TREATMENT:	NO

LEGEND

FLOODWAY OVERLAY (FWO)	---
FLOODWAY FRINGE OVERLAY (FFO)	---
SCENIC CORRIDOR OVERLAY (SCO)	---

NOTES:

1. BASE INFORMATION WAS TAKEN FROM GIS AND LIDAR INFORMATION PROVIDED BY CITY OF FRANKLIN. CHASTAIN-SKILLMAN AND ANY OF THEIR CONSULTANTS SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND/OR COMPLETENESS OF THAT INFORMATION SHOWN HEREON OR ANY ERRORS OR OMISSIONS RESULTING FROM SUCH.



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215 CENTREVIEW DRIVE
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(615) 646-1402

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VANDERBILT UNIVERSITY
ASPEN GROVE PUD SUBDIVISION, REZONING PLAN,
SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
1500 LEGENDS CLUB LANE

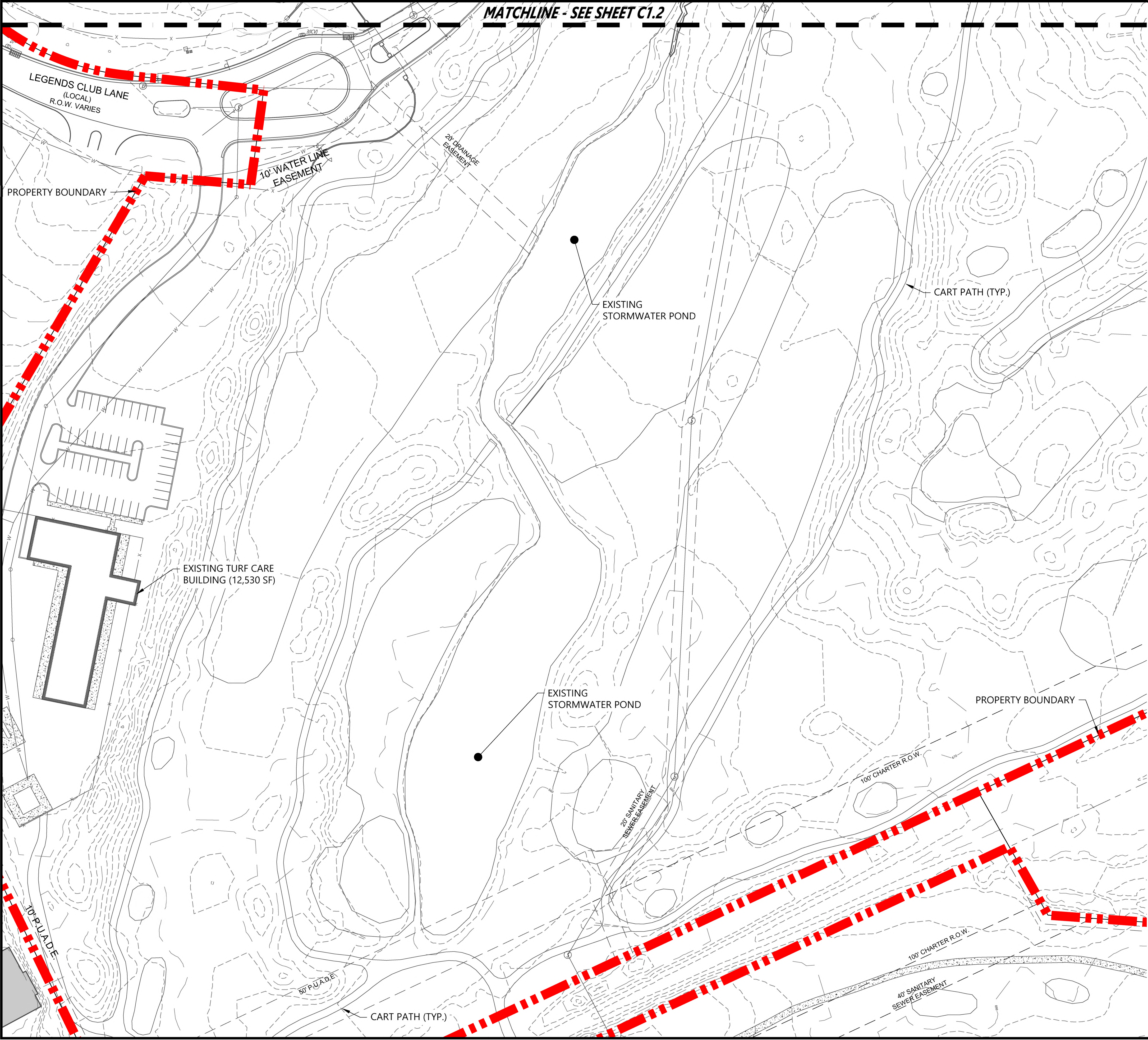
DETAILED EXISTING CONDITIONS



PROJECT No:
COF #7938

SHEET NUMBER:
C1.1

MATCHLINE - SEE SHEET C1.2



SITE DATA

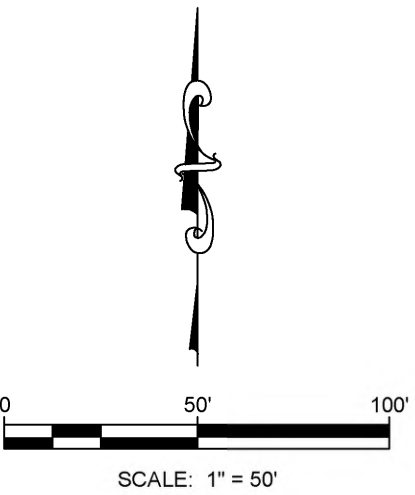
PROJECT NAME:	ASPEN GROVE PUD SUBDIVISION DEVELOPMENT PLAN, SECTION A, REVISION 2 (LEGENDS GOLF CLUB) COF #7939
PROJECT NUMBER:	1500 LEGENDS CLUB LANE (MEMBERS CLUBHOUSE)
ADDRESS:	1460 LEGENDS CLUB LANE (ACADEMY BUILDING & PAVILION) 1440 LEGENDS CLUB LANE (TEAMS FACILITY) 1445 LEGENDS CLUB LANE (TURF MAINTENANCE FACILITY) FRANKLIN, TENNESSEE 37064
PARCEL(S):	053 10901 00008053
ACREAGE / SF OF SITE:	301.89 AC (13,150,328 FT ²)
VESTING (IF APPLICABLE):	N/A
REGULATIONS:	
BASE ZONING:	PD - PLANNED DISTRICT
PROPOSED ZONING:	PD - PLANNED DISTRICT / 54,982 SF
ZONING OVERLAY:	FWO (FLOODWAY OVERLAY) FFO (FLOODWAY FRINGE OVERLAY) SCO (SCENIC CORRIDOR OVERLAY)
BUILDING TYPES APPLIED:	COMMERCIAL
FRONTAGE TYPES APPLIED:	LANDSCAPE
LOT WIDTH (RESIDENTIAL):	N/A
LOT SIZE (RESIDENTIAL):	N/A
SETBACKS:	
FRONT:	5' MIN.
SIDE:	5' MIN.
REAR:	5' MIN.
DWELLING UNIT COUNT (BY TYPE):	N/A
GOLF COURSE SF (BY USE):	
LEGENDS CLUBHOUSE	54,982 SF
TEAMS CLUBHOUSE	23,000 SF
TURF CARE BUILDING	11,500 SF
PAVILION	12,530 SF
GOLF HITTING BAYS	5,850 SF
HOTEL KEYS:	2,002 SF
BUILDING HEIGHT:	N/A
MINIMUM LSA:	3 STORIES MAX.
OPEN SPACE REQUIRED:	20%
TREE CANOPY RETENTION ACREAGE:	657,516 SF; 15.10 AC (5%) 1,315,033 SF; 30.19 AC (10%) NO TREE REMOVAL IS PROPOSED
PARKING REQUIRED (BY USE):	50 SPACES PER 9 HOLES (PER CLAUSE 10.1.5.C - CITY OF GALLATIN) 200 (6 ADA) (GOLF COURSE) 392 (4 ADA) (GOLF COURSE) 346 (8 ADA) (GOLF COURSE)
EXISTING PARKING (BY USE):	
PROPOSED PARKING (BY USE):	
HISTORIC RESOURCE TREATMENT:	NO

LEGEND

FLOODWAY OVERLAY (FWO)	---
FLOODWAY FRINGE OVERLAY (FFO)	---
SCENIC CORRIDOR OVERLAY (SCO)	---

NOTES:

1. BASE INFORMATION WAS TAKEN FROM GIS AND LIDAR INFORMATION PROVIDED BY CITY OF FRANKLIN. CHASTAIN-SKILLMAN AND ANY OF THEIR CONSULTANTS SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND/OR COMPLETENESS OF THAT INFORMATION SHOWN HEREON OR ANY ERRORS OR OMISSIONS RESULTING FROM SUCH.



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CHASTAIN-SKILLMAN
215 CENTRE DRIVE
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VANDERBILT UNIVERSITY
ASPEN GROVE PUD SUBDIVISION, REZONING PLAN,
SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
1500 LEGENDS CLUB LANE

DETAILED EXISTING CONDITIONS



PROJECT No:
COF #7938

SHEET NUMBER:
C1.3

LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,600 SF
TURF CARE BUILDING (EXISTING)	12,530 SF
PAVILION (EXISTING)	5,850 SF
GOLF HITTING BAYS (EXISTING)	2,002 SF
TOTAL	54,982 SF

ACCESSORY STRUCTURES DO NOT CALCULATE INTO
SQUARE FOOTAGE OF PRINCIPLE BUILDINGS.

PROJECT NAME:	ASPEN GROVE PUD SUBDIVISION DEVELOPMENT PLAN, SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
PROJECT NUMBER:	COF #7939
ADDRESS:	1500 LEGENDS CLUB LANE (MEMBERS CLUBHOUSE) 1460 LEGENDS CLUB LANE (ACADEMY BUILDING & PAVILION) 1440 LEGENDS CLUB LANE (TEAMS FACILITY) 1445 LEGENDS CLUB LANE (LAURF MAINTENANCE FACILITY) FRANKLIN, TENNESSEE 37064 053 10901 00008053
PARCEL(S):	301.89 AC. (13,150,328 FT ²)
ACREAGE / SF OF SITE:	N/A
VESTING (IF APPLICABLE):	
REGULATIONS:	
BASE ZONING:	PD - PLANNED DISTRICT
PROPOSED ZONING:	PD - PLANNED DISTRICT / 54,982 SF
ZONING OVERLAY:	FWO (FLOODWAY OVERLAY) FFO (FLOODWAY FRINGE OVERLAY) SCO (SCENIC CORRIDOR OVERLAY) COMMERCIAL LANDSCAPE
BUILDING TYPES APPLIED:	N/A
FRONTAGE TYPES APPLIED:	N/A
LOT WIDTH (RESIDENTIAL):	
LOT SIZE (RESIDENTIAL):	
SETBACKS:	
FRONT:	5' MIN.
SIDE:	5' MIN.
REAR:	5' MIN.
DWELLING UNIT COUNT (BY TYPE):	N/A
GOLF COURSE SF (BY USE):	54,982 SF
LEGENDS CLUBHOUSE:	23,000 SF
TEAMS CLUBHOUSE:	11,600 SF
TURF CARE BUILDING:	12,500 SF
PAVILION:	5,850 SF
GOLF HITTING BAYS:	2,002 SF
HOTEL KEYS:	N/A
BUILDING HEIGHT:	3 STORIES MAX.
MINIMUM LSA:	N/A
OPEN SPACE REQUIRED:	657,516 SF; 15.10 AC (5%) 1,315,033 SF; 30.19 AC (10%)
TREE CANOPY RETENTION ACREAGE:	NO TREE REMOVAL IS PROPOSED
PARKING REQUIRED (BY USE):	50 SPACES PER 9 HOLES (PER CLAUSE 10.1.5.C - CITY OF GALLATIN) 200 (6 ADA) (GOLF COURSE) 392 (4 ADA) (GOLF COURSE) 346 (8 ADA) (GOLF COURSE)
EXISTING PARKING (BY USE):	
PROPOSED PARKING (BY USE):	
HISTORIC RESOURCE TREATMENT:	N/A

WATER FACILITIES
WATER SERVICE TO BE PROVIDED BY MALLORY VALLEY UTILITY DISTRICT
WATER DEMAND: **7,025 GPD**

SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF FRANKLIN
SANITARY SEWER DEMAND: 7,225 GPD

REUSE WATER IS UTILIZED FOR THE IRRIGATION OF THE GOLF COURSE.
REUSE WATER DEMAND: 264,394 GPD

THE PROPERTY HAS THREE PRIMARY DRAINAGE BASINS. ONE DRAINS SOUTH TO THE HARPETH RIVER. ONE DRAINS EAST TO DRY BRANCH. ONE DRAINS THROUGH THE SITE TO BAUGH BRANCH.

AS SHOWN ON THE MAJOR THOROUGHFARE PLAN, WITH ALL THE PROPOSED CONSTRUCTION LOCATED INTERNALLY TO THE EXISTING SITE, NO ROW OR EXISTING ACCESS IS TO BE AFFECTED AND SHALL REMAIN.

NEAREST POLICE STATION: 2.9 MI (FRANKLIN POLICE HEADQUARTERS)
NEAREST FIRE STATION: 2.1 MI (FIRE STATION #3)
NEAREST RECREATIONAL FACILITY: 2.8 MI (ASPEN GROVE PARK)

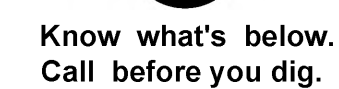
NO ADDITIONAL TRIPS WILL BE GENERATED WITH THE PROPOSED ADDITIONS.
EXISTING TRIPS ARE APPROXIMATELY 350 TRIPS PER DAY.

NO PROJECTED STUDENT POPULATION FOR THIS PROJECT AS NO RESIDENTIAL LOTS ARE PROPOSED.

REFUSE COLLECTION FOR DEVELOPMENT SHALL BE PROVIDED BY CITY OF FRANKLIN

FLOODWAY OVERLAY (FWO)	— . . . —
FLOODWAY FRINGE OVERLAY (FFO)	— . —
SCENIC CORRIDOR OVERLAY (SCO)	— — —

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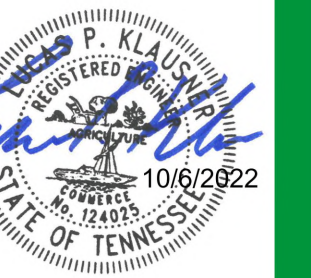


215 CENTERVIEW DRIVE
SUITE #113
BRENTWOOD, TN 37027
(863) 646-1402

DESCRIPTION									
DATE									
NUMBER									

1500 LEGENDS CLUB LANE

References



PROJECT No:
COF #7938

EET NUMBER:
C2.0

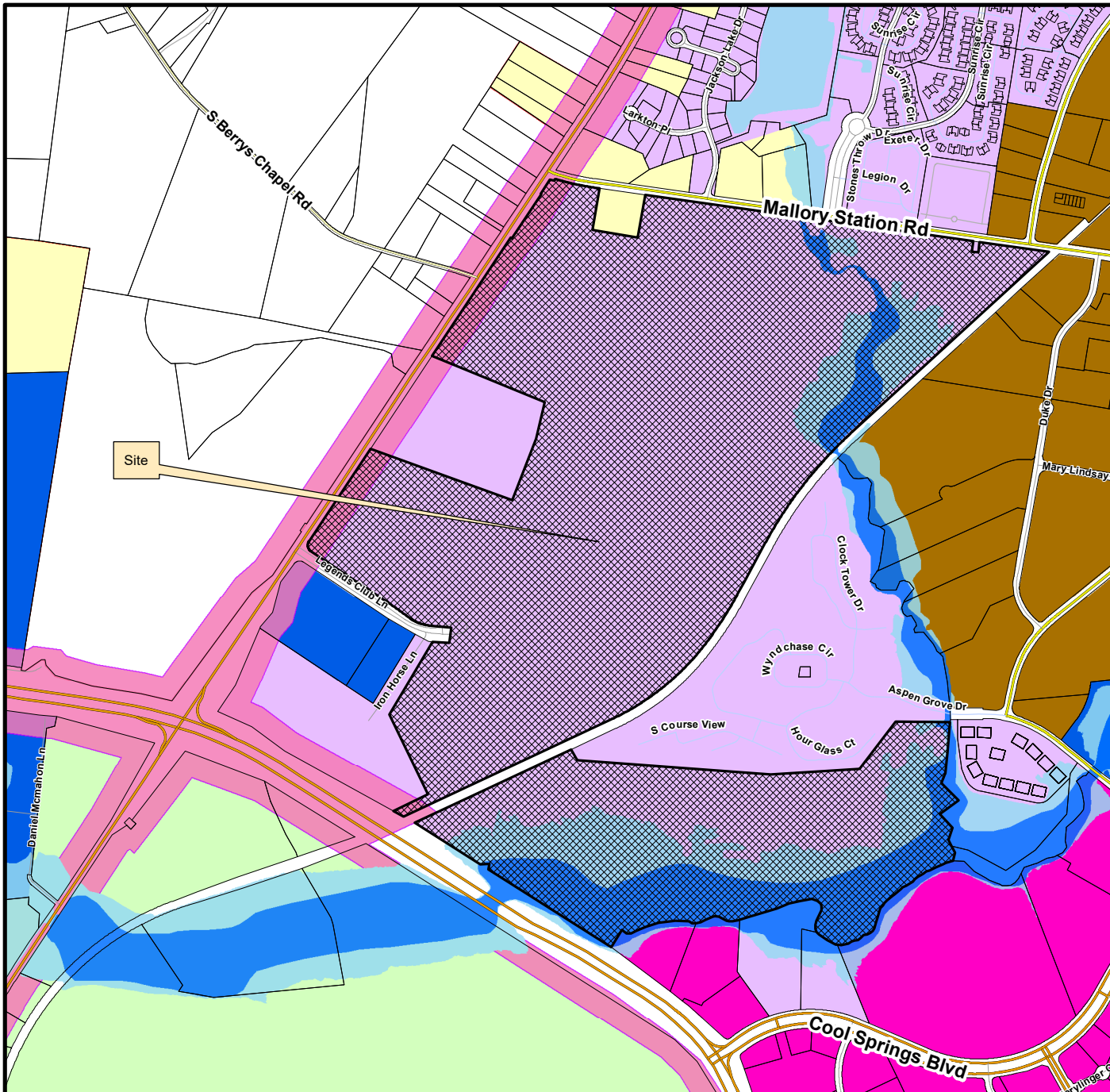
ASPEN GROVE PUD SUBDIVISION ORDINANCE 2022-34 RESOLUTION 2022-60

Project Information

Existing Zoning: PD
 Proposed Zoning: PD 54,982
 Overlay Districts: FWO, FFO, SCO
 Site Acreage: 301.89 acres
 Proposed Number of Dwelling Units: 0
 Proposed Nonresidential Square Footage: 54,982

Legend

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



This map was created by the Franklin Planning Department.
 It was compiled from the most authentic information available.
 The City is not responsible for any errors or omissions contained herein.
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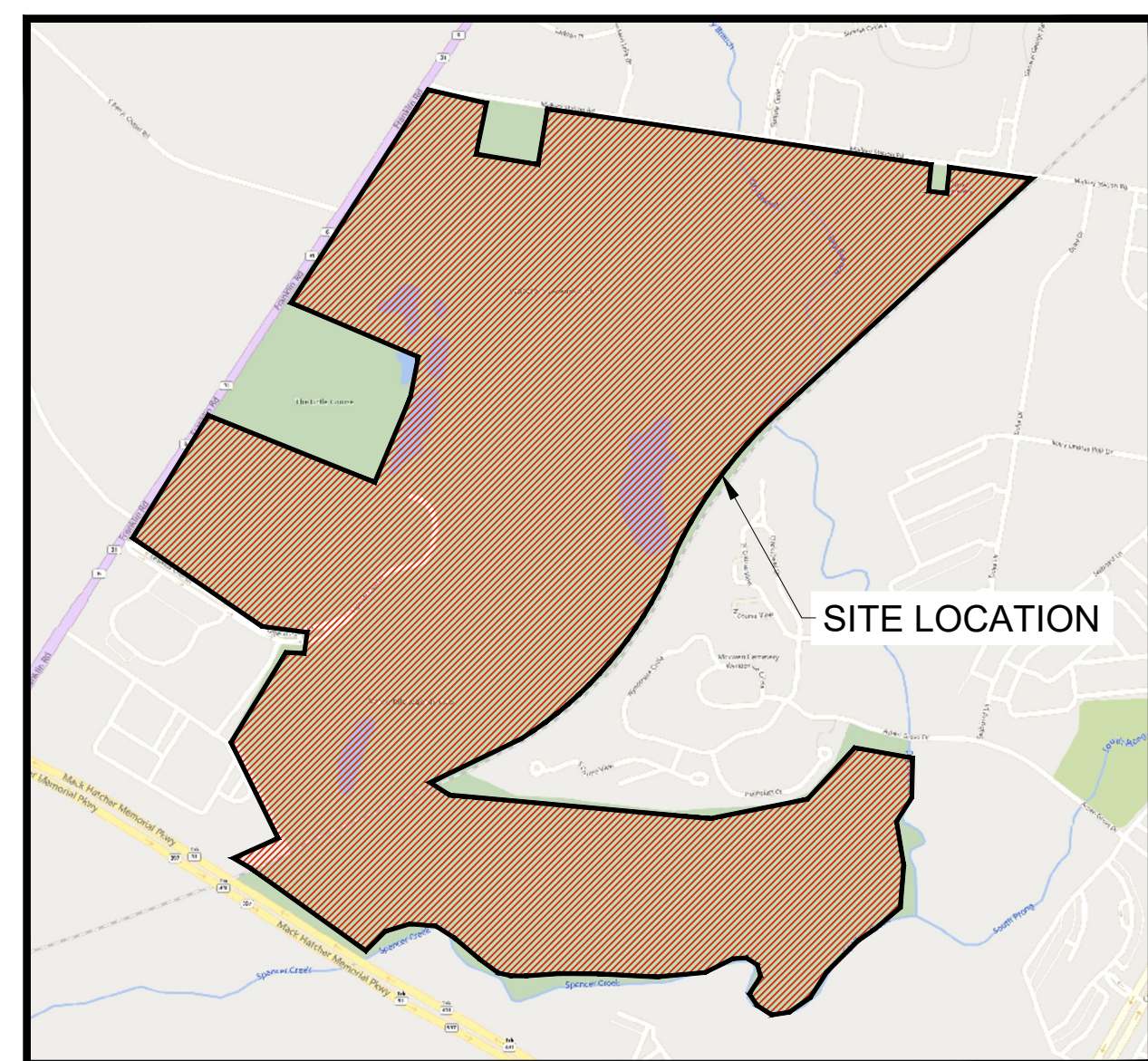
0 250 500 1,000
 Feet

LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,600 SF
TURF CARE BUILDING (EXISTING)	12,530 SF
PAVILION (EXISTING)	5,850 SF
GOLF HITTING BAYS (EXISTING)	2,002 SF
TOTAL	54,982 SF

ACCESSORY STRUCTURES DO NOT CALCULATE INTO
SQUARE FOOTAGE OF PRINCIPLE BUILDINGS.

PENDING APPROVAL BY BOMA, THIS DOCUMENT WAS REVIEWED UNDER AND IS NOW VESTED IN THE FOLLOWING DEVELOPMENT STANDARDS:

- ZONING ORDINANCE: JANUARY 1, 2022
- SUBDIVISION REGULATIONS: DECEMBER 12, 2019
- TRANSPORTATION AND STREET TECHNICAL STANDARDS: JULY 1, 2021
- STORMWATER BMP MANUAL: JULY 1, 2021
- TECHNICAL SPECIFICATIONS FOR UTILITY INSTALLATION: OCTOBER 13, 2020
- MUNICIPAL CODE: NOVEMBER 18, 2021



NOT TO SCALE

1500 LEGENDS CLUB LANE, FRANKLIN, TENNESSEE 37064
OCTOBER 6, 2022



NOT TO SCALE

A MODIFICATION OF STANDARD 6.8 COMMERCIAL/MIXED-USE BUILDING TYPE.

1. TO ALLOW FOR PITCHED GABLE ROOF ON COMMERCIAL/MIXED-USE BUILDING.



meyers+
associates



SHEET NUMBER	SHEET DESCRIPTION
C0.0	COVER SHEET
C1.0	OVERALL EXISTING CONDITIONS
C1.1	DETAILED EXISTING CONDITIONS
C1.2	DETAILED EXISTING CONDITIONS
C1.3	DETAILED EXISTING CONDITIONS
C1.4	NEIGHBORHOOD CONTEXT PLAN
C2.0	OVERALL DEVELOPMENT PLAN

PROJECT NAME:	ASPEN GROVE PUD SUBDIVISION DEVELOPMENT PLAN, SECTION A, REVISION 2 (LEGENDS GOLF CLUB) COF #7939
PROJECT NUMBER:	1500 LEGENDS CLUB LANE (MEMBERS CLUBHOUSE)
ADDRESS:	1460 LEGENDS CLUB LANE (ACADEMY BUILDING & PAVILION) 1440 LEGENDS CLUB LANE (TEAMS FACILITY) 1445 LEGENDS CLUB LANE (TURF MAINTENANCE FACILITY) FRANKLIN, TENNESSEE 37064 053 10901 00008653 301.89 AC. (13,150,328 FT²) N/A
PARCEL(S):	
ACREAGE / SF OF SITE:	
VESTING (IF APPLICABLE):	
REGULATIONS:	
BASE ZONING:	PD - PLANNED DISTRICT
PROPOSED ZONING:	PD - PLANNED DISTRICT / 54.982 SF
ZONING OVERLAY:	FWO (FLOODWAY OVERLAY) FFO (FLOODWAY FRINGE OVERLAY) SCO (SCENIC CORRIDOR OVERLAY)
BUILDING TYPES APPLIED:	COMMERCIAL
FRONTAGE TYPES APPLIED:	LANDSCAPE
LOT WIDTH (RESIDENTIAL):	N/A
LOT SIZE (RESIDENTIAL):	N/A
SETBACKS:	
FRONT:	5' MIN.
SIDE:	5' MIN.
REAR:	5' MIN.
DWELLING UNIT COUNT (BY TYPE):	N/A
GOLF COURSE SF (BY USE):	54,982 SF
LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,600 SF
TURF CARE BUILDING	12,530 SF
PAVILION	5,850 SF
GOLF HITTING BAYS	2,002 SF
HOTEL KEYS:	N/A
BUILDING HEIGHT:	3 STORIES MAX.
MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	667,516 SF; 15.10 AC (5%) 1,133,035 SF; 30.19 AC (10%)
TREE CANOPY RETENTION ACREAGE:	NO TREE REMOVAL IS PROPOSED
PARKING REQUIRED (BY USE):	50 SPACES PER 9 HOLES (PER CLAUSE 10.1.5 C - CITY OF GALLATIN) 200 (6 ADA) (GOLF COURSE) 392 (4 ADA) (GOLF COURSE) 346 (8 ADA) (GOLF COURSE)
EXISTING PARKING (BY USE):	
PROPOSED PARKING (BY USE):	
HISTORIC RESOURCE TREATMENT:	NQ



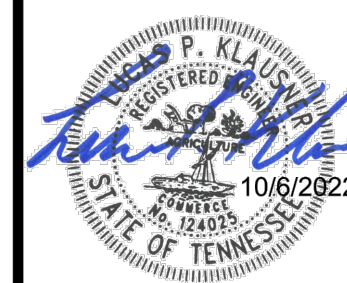
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ASPEN GROVE PUD SUBDIVISION, REZONING PLAN,
SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
1500 LEGENDS CLUB LANE
COVER SHEET

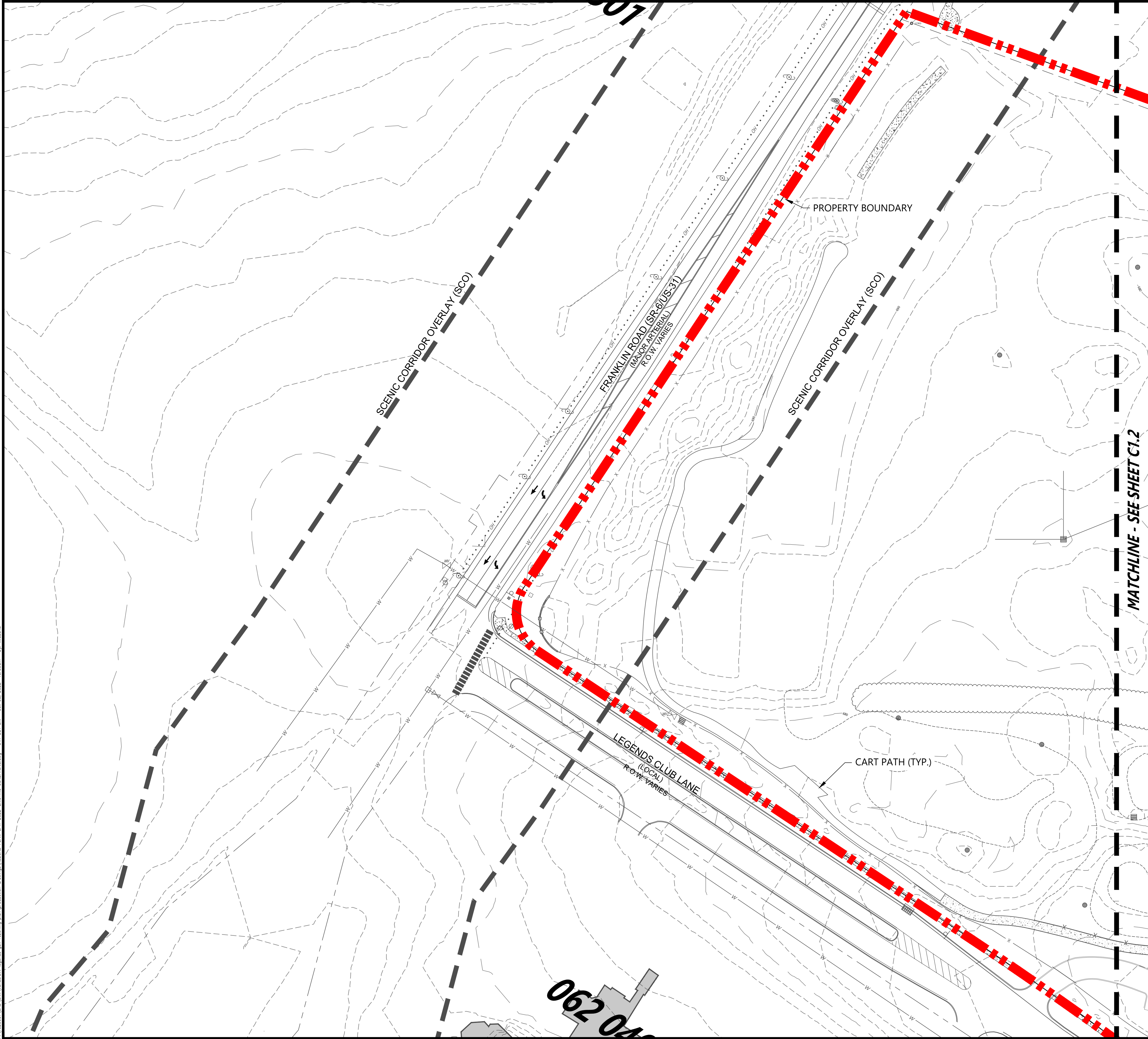
COVER SHEET



PROJECT No:
COF #7938

SHEET NUMBER:
C0.0

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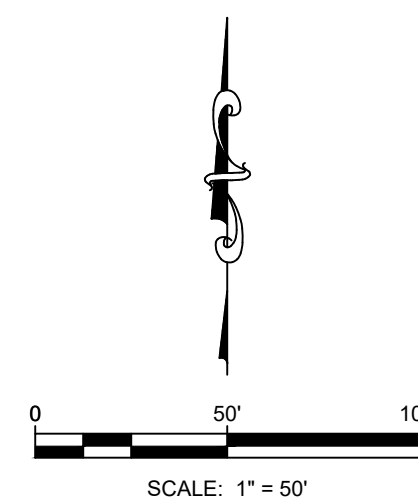
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ADDRESS:	053 10901 00008053 301.89 AC. (13,150,328 FT ²) N/A
PARCEL(S):	
ACREAGE / SF OF SITE:	
VESTING (IF APPLICABLE):	
REGULATIONS:	
BASE ZONING:	PD - PLANNED DISTRICT
PROPOSED ZONING:	PD - PLANNED DISTRICT / 54,982 SF FWO (FLOODWAY OVERLAY) FFO (FLOODWAY FRINGE OVERLAY) SCO (SCENIC CORRIDOR OVERLAY)
ZONING OVERLAY:	COMMERCIAL LANDSCAPE N/A
BUILDING TYPES APPLIED:	
FRONTAGE TYPES APPLIED:	
LOT WIDTH (RESIDENTIAL):	5' MIN.
LOT SIZE (RESIDENTIAL):	5' MIN.
SETBACKS:	5' MIN.
FRONT:	
SIDE:	
REAR:	
DWELLING UNIT COUNT (BY TYPE):	N/A
GOLF COURSE SF (BY USE):	54,982 SF
LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,600 SF
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PAVILION	5,850 SF
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TREE CANOPY RETENTION ACREAGE:	
PARKING REQUIRED (BY USE):	50 SPACES PER 9 HOLES (PER CLAUSE 10.1.5.C - CITY OF GALLATIN) 200 (6 ADA) (GOLF COURSE) 392 (4 ADA) (GOLF COURSE) 346 (8 ADA) (GOLF COURSE)
EXISTING PARKING (BY USE):	
PROPOSED PARKING (BY USE):	
HISTORIC RESOURCE TREATMENT:	NO

LEGEND

FLOODWAY OVERLAY (FWO)	---
FLOODWAY FRINGE OVERLAY (FFO)	---
SCENIC CORRIDOR OVERLAY (SCO)	---

NOTES:

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ASPEN GROVE PUD SUBDIVISION, REZONING PLAN,
SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
1500 LEGENDS CLUB LANE

DETAILED EXISTING CONDITIONS

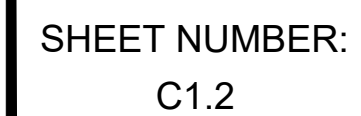


PROJECT No:
COF #7938

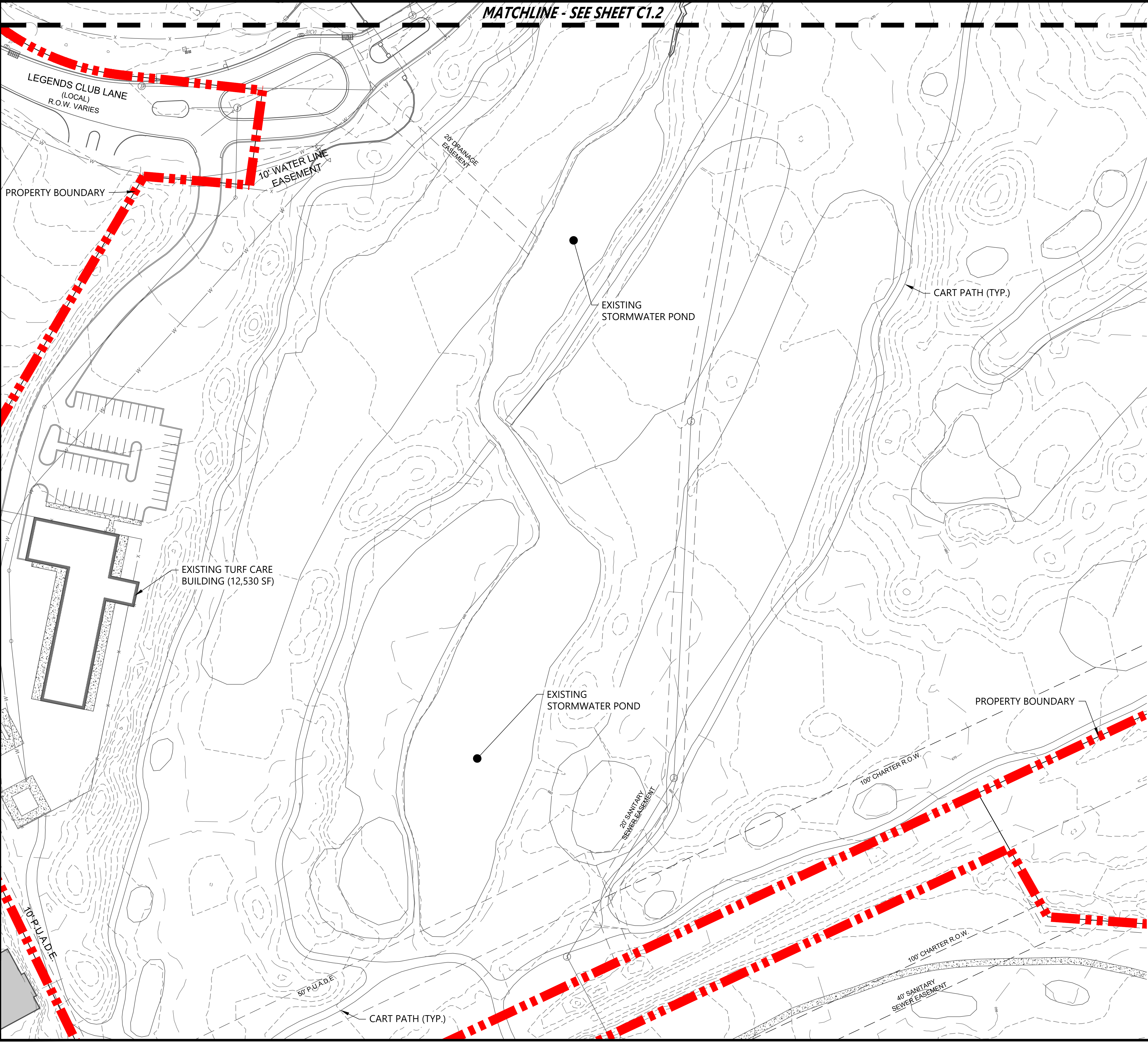
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C1.1

MATCHLINE - SEE SHEET C1.3

DETAILED EXISTING CONDITIONS



MATCHLINE - SEE SHEET C1.2



SITE DATA

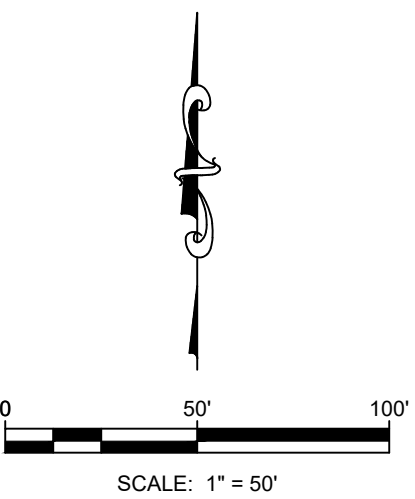
PROJECT NAME:	ASPEN GROVE PUD SUBDIVISION DEVELOPMENT PLAN, SECTION A, REVISION 2 (LEGENDS GOLF CLUB) COF #7939
PROJECT NUMBER:	1500 LEGENDS CLUB LANE (MEMBERS CLUBHOUSE)
ADDRESS:	1460 LEGENDS CLUB LANE (ACADEMY BUILDING & PAVILION) 1440 LEGENDS CLUB LANE (TEAMS FACILITY) 1445 LEGENDS CLUB LANE (TURF MAINTENANCE FACILITY) FRANKLIN, TENNESSEE 37064
PARCEL(S):	053 10901 00008053
ACREAGE / SF OF SITE:	301.89 AC. (13,150,328 FT ²)
VESTING (IF APPLICABLE):	N/A
REGULATIONS:	
BASE ZONING:	PD - PLANNED DISTRICT
PROPOSED ZONING:	PD - PLANNED DISTRICT / 54,982 SF
ZONING OVERLAY:	FWD (FLOODWAY OVERLAY) FFO (FLOODWAY FRINGE OVERLAY) SCO (SCENIC CORRIDOR OVERLAY)
BUILDING TYPES APPLIED:	COMMERCIAL
FRONTAGE TYPES APPLIED:	LANDSCAPE
LOT WIDTH (RESIDENTIAL):	N/A
LOT SIZE (RESIDENTIAL):	N/A
SETBACKS:	
FRONT:	5' MIN.
SIDE:	5' MIN.
REAR:	5' MIN.
DWELLING UNIT COUNT (BY TYPE):	N/A
GOLF COURSE SF (BY USE):	54,982 SF
LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,600 SF
TURF CARE BUILDING	12,530 SF
PAVILION	5,850 SF
GOLF HITTING BAYS	2,002 SF
HOTEL KEYS:	N/A
BUILDING HEIGHT:	3 STORIES MAX.
MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	657,516 SF; 15.10 AC (5%) 1,315,033 SF; 30.19 AC (10%)
TREE CANOPY RETENTION ACREAGE:	NO TREE REMOVAL IS PROPOSED
PARKING REQUIRED (BY USE):	50 SPACES PER 9 HOLES (PER CLAUSE 10.1.5.C - CITY OF GALLATIN) 200 (6 ADA) (GOLF COURSE) 392 (4 ADA) (GOLF COURSE) 346 (8 ADA) (GOLF COURSE)
EXISTING PARKING (BY USE):	
PROPOSED PARKING (BY USE):	
HISTORIC RESOURCE TREATMENT:	NO

LEGEND

FLOODWAY OVERLAY (FWO)	---
FLOODWAY FRINGE OVERLAY (FFO)	---
SCENIC CORRIDOR OVERLAY (SCO)	---

NOTES:

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215 CENTRE DRIVE
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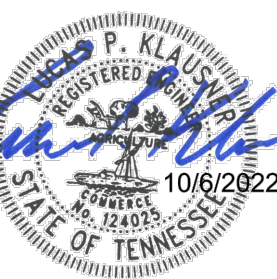
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DESCRIPTION

DATE

NUMBER

VANDERBILT UNIVERSITY
ASPEN GROVE PUD SUBDIVISION, REZONING PLAN,
SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
1500 LEGENDS CLUB LANE
DETAILED EXISTING CONDITIONS



PROJECT No:
COF #7938

SHEET NUMBER:
C1.3

LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,600 SF
TURF CARE BUILDING (EXISTING)	12,530 SF
PAVILION (EXISTING)	5,850 SF
GOLF HITTING BAYS (EXISTING)	2,002 SF
TOTAL	54,982 SF

ACCESSORY STRUCTURES DO NOT CALCULATE INTO
SQUARE FOOTAGE OF PRINCIPLE BUILDINGS.

PROJECT NAME:	ASPEN GROVE PUD SUBDIVISION DEVELOPMENT PLAN, SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
PROJECT NUMBER:	COF #7939
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PARCEL(S):	053 10901 00008053
ACREAGE / SF OF SITE:	301.89 AC. (13,150,328 FT ²)
VESTING (IF APPLICABLE):	N/A
REGULATIONS:	
BASE ZONING:	PD - PLANNED DISTRICT
PROPOSED ZONING:	PD - PLANNED DISTRICT / 54,982 SF
ZONING OVERLAY:	FWO (FLOODWAY OVERLAY) FFO (FLOODWAY FRINGE OVERLAY) SCO (SCENIC CORRIDOR OVERLAY)
BUILDING TYPES APPLIED:	COMMERCIAL
FRONTAGE TYPES APPLIED:	LANDSCAPE
LOT WIDTH (RESIDENTIAL):	N/A
LOT SIZE (RESIDENTIAL):	N/A
SETBACKS:	
FRONT:	5' MIN.
SIDE:	5' MIN.
REAR:	5' MIN.
DWELLING UNIT COUNT (BY TYPE):	N/A
GOLF COURSE SF (BY USE):	54,982 SF
LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,600 SF
TURF CARE BUILDING	12,530 SF
PAVILION	5,850 SF
GOLF HITTING BAYS	2,002 SF
HOTEL KEYS:	N/A
BUILDING HEIGHT:	3 STORIES MAX.
MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	657,516 SF; 15.10 AC (5%) 1,315,033 SF; 30.19 AC (10%)
TREE CANOPY RETENTION ACREAGE:	NO TREE REMOVAL IS PROPOSED
PARKING REQUIRED (BY USE):	50 SPACES PER 9 HOLES (PER CLAUSE 10.1.5.C - CITY OF GALLATIN)
EXISTING PARKING (BY USE):	200 (8 ADA) (GOLF COURSE)
PROPOSED PARKING (BY USE):	392 (4 ADA) (GOLF COURSE) 346 (8 ADA) (GOLF COURSE)
HISTORIC RESOURCE TREATMENT:	NO

WATER FACILITIES
WATER SERVICE TO BE PROVIDED BY MALLORY VALLEY UTILITY DISTRICT
WATER DEMAND: **7,025 GPD**

SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF FRANKLIN
SANITARY SEWER DEMAND: 7,225 GPD

REUSE WATER IS UTILIZED FOR THE IRRIGATION OF THE GOLF COURSE.
REUSE WATER DEMAND: **264,394 GPD**

THE PROPERTY HAS THREE PRIMARY DRAINAGE BASINS. ONE DRAINS SOUTH TO THE HARPETH RIVER. ONE DRAINS EAST TO DRY BRANCH. ONE DRAINS THROUGH THE SITE TO BAUGH BRANCH.

AS SHOWN ON THE MAJOR THOROUGHFARE PLAN, WITH ALL THE PROPOSED CONSTRUCTION LOCATED INTERNALLY TO THE EXISTING SITE, NO ROW OR EXISTING ACCESS IS TO BE AFFECTED AND SHALL REMAIN.

NEAREST POLICE STATION: 2.9 MI (FRANKLIN POLICE HEADQUARTERS)
NEAREST FIRE STATION: 2.1 MI (FIRE STATION #3)
NEAREST RECREATIONAL FACILITY: 2.8 MI (ASPEN GROVE PARK)

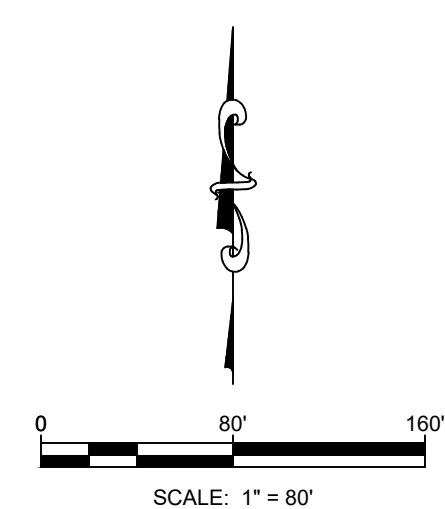
NO ADDITIONAL TRIPS WILL BE GENERATED WITH THE PROPOSED ADDITIONS.
EXISTING TRIPS ARE APPROXIMATELY 350 TRIPS PER DAY.

NO PROJECTED STUDENT POPULATION FOR THIS PROJECT AS NO RESIDENTIAL LOTS ARE PROPOSED.

REFUSE COLLECTION FOR DEVELOPMENT SHALL BE PROVIDED BY CITY OF FRANKLIN

FLOODWAY OVERLAY (FWO)	
FLOODWAY FRINGE OVERLAY (FFO)	
SCENIC CORRIDOR OVERLAY (SCO)	

1. BASE INFORMATION WAS TAKEN FROM GIS AND LIDAR INFORMATION PROVIDED BY CITY OF FRANKLIN. CHASTAIN-SKILLMAN AND ANY OF THEIR CONSULTANTS SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND/OR COMPLETENESS OF THAT INFORMATION SHOWN HEREON OR ANY ERRORS OR OMISSIONS RESULTING FROM SUCH.



DESCRIPTION					
DATE					
NUMBER					

OVERALL DEVELOPMENT PLAN



SHEET NUMBER:
C2.0



File #: 21-03498

DATE: October 19, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Resolution 2022-60, A Resolution Approving A Revised Development Plan For Aspen Grove PUD Subdivision, Section A, With 1 Modification Of Development Standards (Building Elements), For The Property Located East Of Franklin Road And North Of Legends Club Lane, Located At 1500 Legends Club Lane. Establishing A Public Hearing On December 13, 2022
FMPC 10/27/22, 9-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 7939
Applicant: Luke Klausner, Chastain Skillman
Owner: Vanderbilt University, Maragret Emley, Rep.

BACKGROUND/STAFF COMMENTS:

The applicant has submitted a revision to the Aspen Grove PUD Subdivision, Section A to establish entitlements for the property and expand two of the existing buildings at the Vanderbilt Legends Golf Course. The property consists of 301.89 acres and is proposed to be zoned Planned (PD 54,982) District. The 54,982 square feet of nonresidential space comprise both the existing square footage and the additions to the main club house and training facility. The property was initially rezoned to Intermediate Business (B-3) District in 1987 with ORD 87-46. The golf course was later established in 1990 and the land platted as Section A in 1991. Envision Franklin places this property in the Recreation Design Concept, which supports the proposed use of a golf course. No residential density is being proposed with this development plan revision.

Modifications Of Standards:

MOS #1: Allow pitched, gabled roof forms for the Commercial/Mixed-Use Building Type.

The applicant is requesting to allow a pitched or gable or roof form for the proposed building additions. Section 6.8 of the Zoning Ordinance requires that the commercial/mixed-use building type have a parapet feature and flat roof. Because these are additions to commercial buildings that were constructed under a previous Zoning Ordinance, Staff can support the proposed MOS request in

order to maintain architectural design consistency with the existing buildings.

Staff recommends approval of MOS #1.

PROCEDURAL REQUIREMENTS:

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

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

At the October meeting, the Franklin Municipal Planning Commission voted 9-0 to recommend approval of the rezoning request.

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-60.

RESOLUTION 2022-60

A RESOLUTION APPROVING A REVISED DEVELOPMENT PLAN FOR ASPEN GROVE PUD SUBDIVISION, SECTION A, WITH 1 MODIFICATION OF DEVELOPMENT STANDARDS (BUILDING ELEMENTS), FOR THE PROPERTY LOCATED EAST OF FRANKLIN ROAD AND NORTH OF LEGENDS CLUB LANE, LOCATED AT 1500 LEGENDS CLUB LANE

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

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

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

WHEREAS, the BOMA originally rezoned the subject Property, and originally approved a Concept Plan as part of Ordinance 86-47 on November 10, 1987; and

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

WHEREAS, the property owner is now wishing to revise the Development Plan and amend the zoning on the property to correspond with the entitlements shown on the Revised Development Plan; and

WHEREAS, the BOMA has, or will, approve the amended zoning for the Property as part of Ordinance 2022-34.

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

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

PREMISES CONSIDERED	
Map-Parcel	Acres
053-109.01	301.89
Total	301.89

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

SECTION III: That the overall entitlements, as amended, for the Aspen Grove PUD, Section A are as follows:

Entitlements	Aspen Grove PUD, Section A
Base Zone District	PD 54,982
Other Zoning Overlays	SCO, FWO, FFO
Number of Dwelling Units	0
Number of Nonresidential Square Footage	54,982
Number of Hotel Rooms	0
Open Space Requirements	15%
Number of Phases in Development	1
Original Concept Plan Approval	Ordinance No. 87-46 Date of approval: 11/10/87
Revision Number	2

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

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

MOS 1: Request to allow pitched gable roof for the Commercial/Mixed-Use Building Type Approved: _____ Denied: _____	6.8 – Commercial/Mixed Use Building Type-Building Elements Parapets required (non-gable roof form). <i>Staff recommended <u>approval</u>.</i>
---	---

SECTION VI. That this Resolution shall take effect from and after the passage of Ordinance 2022-34, on third and final reading, the health, safety, and welfare of the citizens requiring it.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2022.

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE:

BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:

NEIGHBORHOOD MEETING:

PLANNING COMMISSION RECOMMENDED APPROVAL:

PUBLIC HEARING AND BOMA APPROVAL:

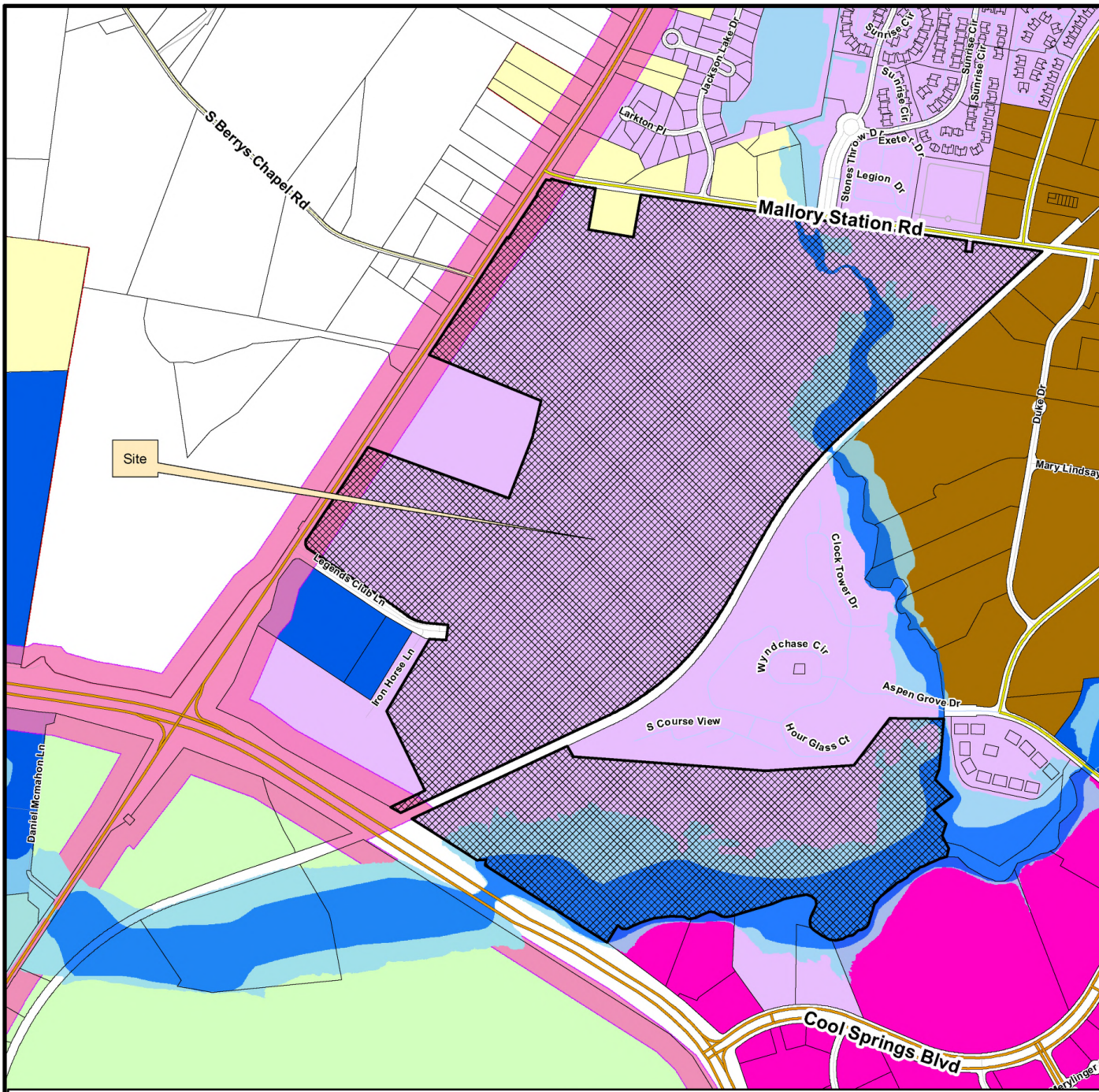
**ASPEN GROVE PUD SUBDIVISION
ORDINANCE 2022-34
RESOLUTION 2022-60**

Project Information

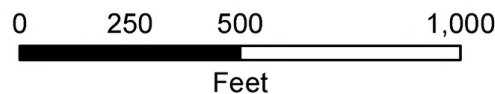
Existing Zoning: PD
Proposed Zoning: PD 54,982
Overlay Districts: FWO, FFO, SCO
Site Acreage: 301.89 acres
Proposed Number of Dwelling Units: 0
Proposed Nonresidential Square Footage: 54,982

Legend

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



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It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained herein.
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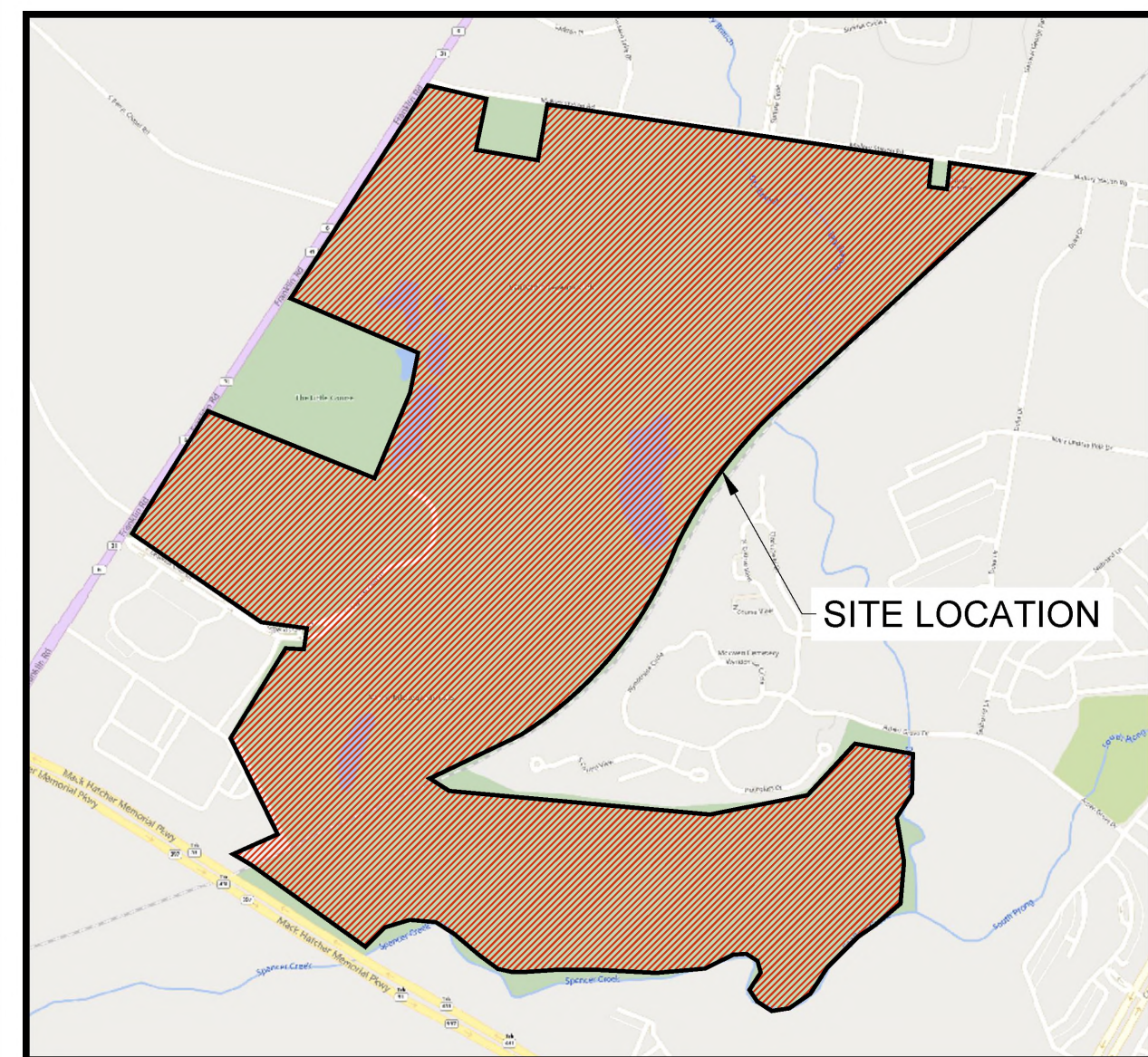


LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,600 SF
TURF CARE BUILDING (EXISTING)	12,530 SF
PAVILION (EXISTING)	5,850 SF
GOLF HITTING BAYS (EXISTING)	2,002 SF
TOTAL	54,982 SF

ACCESSORY STRUCTURES DO NOT CALCULATE INTO
SQUARE FOOTAGE OF PRINCIPLE BUILDINGS.

PENDING APPROVAL BY BOMA, THIS DOCUMENT WAS REVIEWED UNDER AND IS NOW VESTED IN THE FOLLOWING DEVELOPMENT STANDARDS:

- ZONING ORDINANCE: JANUARY 1, 2022
- SUBDIVISION REGULATIONS: DECEMBER 12, 2019
- TRANSPORTATION AND STREET TECHNICAL STANDARDS: JULY 1, 2021
- STORMWATER BMP MANUAL: JULY 1, 2021
- TECHNICAL SPECIFICATIONS FOR UTILITY INSTALLATION: OCTOBER 13, 2020
- MUNICIPAL CODE: NOVEMBER 18, 2021



NOT TO SCALE

1500 LEGENDS CLUB LANE, FRANKLIN, TENNESSEE 37064
OCTOBER 6, 2022



NOT TO SCALE

A MODIFICATION OF STANDARD 6.8 COMMERCIAL/MIXED-USE BUILDING TYPE.

1. TO ALLOW FOR PITCHED GABLE ROOF ON COMMERCIAL/MIXED-USE BUILDING.

OWNER:
VANDERBILT UNIVERSITY
MARGARET LIDDON EMLEY
110 21ST AVENUE S, STE #1110
NASHVILLE, TENNESSEE 37203
(615) 343-5160

ARCHITECT:
MEYERS + ASSOCIATES ARCHITECTURE
CHRIS MEYERS
232 N. THIRD STREET
COLUMBUS, OHIO 43215
(614) 221-9433

ENGINEER OF RECORD:
CHASTAIN SKILLMAN, INC.
LUCAS P. KLAUSNER, P.E.
215 CENTERVIEW DRIVE, STE #113
BRENTWOOD, TENNESSEE 37027
(863) 646-1402



SHEET NUMBER	SHEET DESCRIPTION
C0.0	COVER SHEET
C1.0	OVERALL EXISTING CONDITIONS
C1.1	DETAILED EXISTING CONDITIONS
C1.2	DETAILED EXISTING CONDITIONS
C1.3	DETAILED EXISTING CONDITIONS
C1.4	NEIGHBORHOOD CONTEXT PLAN
C2.0	OVERALL DEVELOPMENT PLAN

PROJECT NAME:	ASPEN GROVE PUD SUBDIVISION DEVELOPMENT PLAN, SECTION A, REVISION 2 (LEGENDS GOLF CLUB) COF #7939
PROJECT NUMBER:	1500 LEGENDS CLUB LANE (MEMBERS CLUBHOUSE)
ADDRESS:	1450 LEGENDS CLUB LANE (ACADEMY BUILDING & PAVILION) 1440 LEGENDS CLUB LANE (TEAMS FACILITY) 1445 LEGENDS CLUB LANE (TURF MAINTENANCE FACILITY) FRANKLIN, TENNESSEE 37064 053 10901 00008653 301.89 AC. (13,150,328 FT²) N/A
PARCEL(S):	
ACREAGE / SF OF SITE:	
VESTING (IF APPLICABLE):	
REGULATIONS:	
BASE ZONING:	PD - PLANNED DISTRICT
PROPOSED ZONING:	PD - PLANNED DISTRICT / 54 982 SF
ZONING OVERLAY:	FVO (FLOODWAY OVERLAY) FFO (FLOODWAY FRINGE OVERLAY) SCO (SCENIC CORRIDOR OVERLAY)
BUILDING TYPES APPLIED:	COMMERCIAL
FRONTAGE TYPES APPLIED:	
LOT WIDTH (RESIDENTIAL):	N/A
LOT SIZE (RESIDENTIAL):	N/A
SETBACKS:	
FRONT:	5' MIN.
SIDE:	5' MIN.
REAR:	5' MIN.
DWELLING UNIT COUNT (BY TYPE):	N/A
GOLF COURSE SF (BY USE):	54,982 SF
LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,600 SF
TURF CARE BUILDING	12,530 SF
PAVILION	5,850 SF
GOLF HITTING BAYS	2,002 SF
HOTEL KEYS:	N/A
BUILDING HEIGHT:	3 STORIES MAX.
MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	657,516 SF; 15.10 AC (5%) 1,133,035 SF; 30.19 AC (10%)
TREE CANOPY RETENTION ACREAGE:	N/A NO TREE REMOVAL IS PROPOSED
PARKING REQUIRED (BY USE):	50 SPACES PER 9 HOLES (PER CLAUSE 10.1.5 C - CITY OF GALLATIN)
EXISTING PARKING (BY USE):	200 (6 ADA) (GOLF COURSE)
PROPOSED PARKING (BY USE):	392 (4 ADA) (GOLF COURSE) 348 (8 ADA) (GOLF COURSE)
HISTORIC RESOURCE TREATMENT:	N/A

The logo for Chastain Skillman features a stylized 'CS' monogram. The 'C' is green and the 'S' is blue, with a white negative space between them. To the right of the monogram, the words 'CHASTAIN' and 'SKILLMAN' are stacked vertically in a bold, dark grey, sans-serif font.

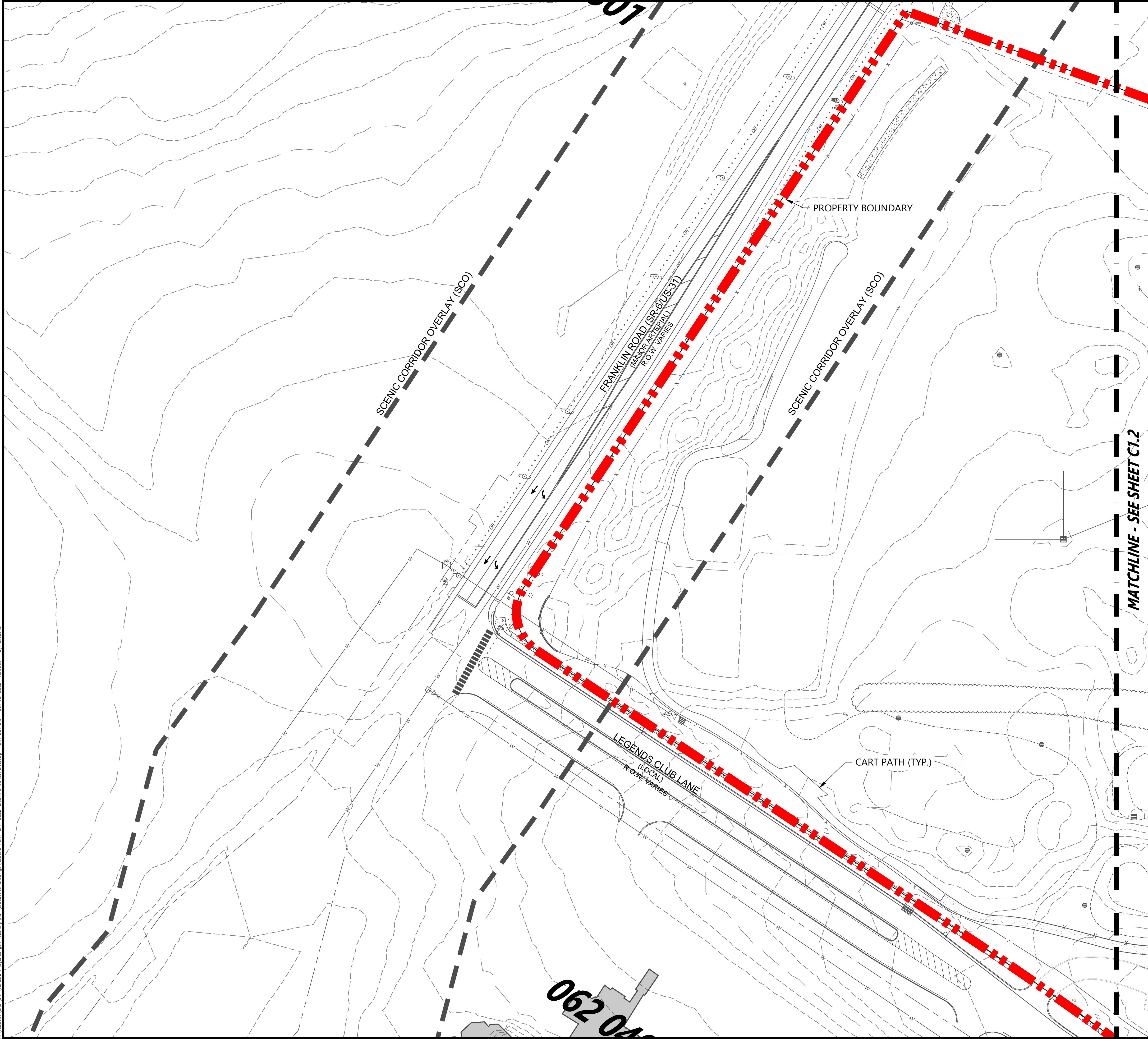
215 CENTERVIEW DRIVE
SUITE #113
BRENTWOOD, TN 37027
(863) 646-1402

COVER SHEET

PROJECT No:
COF #7938

SHEET NUMBER:
C0.0

P:\102660\CAD\Gis\chastain\legends\self rezoning plan\production drawings\VEZONE PLAN-LPK-2022-DISTING CONDITIONS.dwg C1.1 DET EX Oct 05, 2022 10:56am by: khouzari



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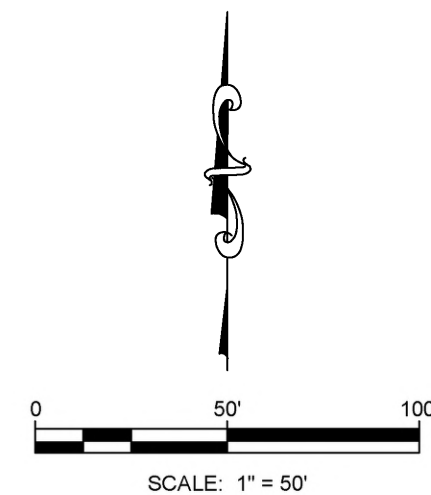
PROJECT NAME:	ASPEN GROVE PUD SUBDIVISION DEVELOPMENT PLAN, SECTION A, REVISION 2 (LEGENDS GOLF CLUB) COF #7938
PROJECT NUMBER:	1500 LEGENDS CLUB LANE (MEMBERS CLUBHOUSE) 1460 LEGENDS CLUB LANE (ACADEMY BUILDING & PAVILION) 1440 LEGENDS CLUB LANE (TEAMS FACILITY) 1445 LEGENDS CLUB LANE (TURF MAINTENANCE FACILITY) FRANKLIN, TENNESSEE 37064
ADDRESS:	053 10901 00008053 301.89 AC (13,150,328 FT²) N/A
PARCEL(S):	
ACREAGE / SF OF SITE:	
VESTING (IF APPLICABLE):	
REGULATIONS:	
BASE ZONING:	PD - PLANNED DISTRICT
PROPOSED ZONING:	PD - PLANNED DISTRICT / 54,982 SF FWO (FLOODWAY OVERLAY) FFO (FLOODWAY FRINGE OVERLAY) SCO (SCENIC CORRIDOR OVERLAY)
ZONING OVERLAY:	COMMERCIAL LANDSCAPE N/A
BUILDING TYPES APPLIED:	
FRONTAGE TYPES APPLIED:	
LOT WIDTH (RESIDENTIAL):	5' MIN.
LOT SIZE (RESIDENTIAL):	5' MIN.
SETBACKS:	5' MIN.
FRONT:	
SIDE:	
REAR:	
DWELLING UNIT COUNT (BY TYPE):	N/A
GOLF COURSE SF (BY USE):	54,982 SF
LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,500 SF
TURF CARE BUILDING	12,530 SF
PAVILION	5,850 SF
GOLF HITTING BAYS	2,002 SF
HOTEL KEYS:	N/A
BUILDING HEIGHT:	3 STORIES MAX.
MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	657,516 SF: 15.10 AC (5%) 1,315,033 SF: 30.19 AC (10%) NO TREE REMOVAL IS PROPOSED
TREE CANOPY RETENTION ACREAGE:	
PARKING REQUIRED (BY USE):	50 SPACES PER 9 HOLES (PER CLAUSE 10.1.5.C - CITY OF GALLATIN) 200 (6 ADA) (GOLF COURSE) 392 (4 ADA) (GOLF COURSE) 346 (8 ADA) (GOLF COURSE)
EXISTING PARKING (BY USE):	
PROPOSED PARKING (BY USE):	
HISTORIC RESOURCE TREATMENT:	NO

LEGEND

FLOODWAY OVERLAY (FWO)	---
FLOODWAY FRINGE OVERLAY (FFO)	---
SCENIC CORRIDOR OVERLAY (SCO)	---

NOTES:

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CHASTAIN-SKILLMAN
215 CENTREVIEW DRIVE
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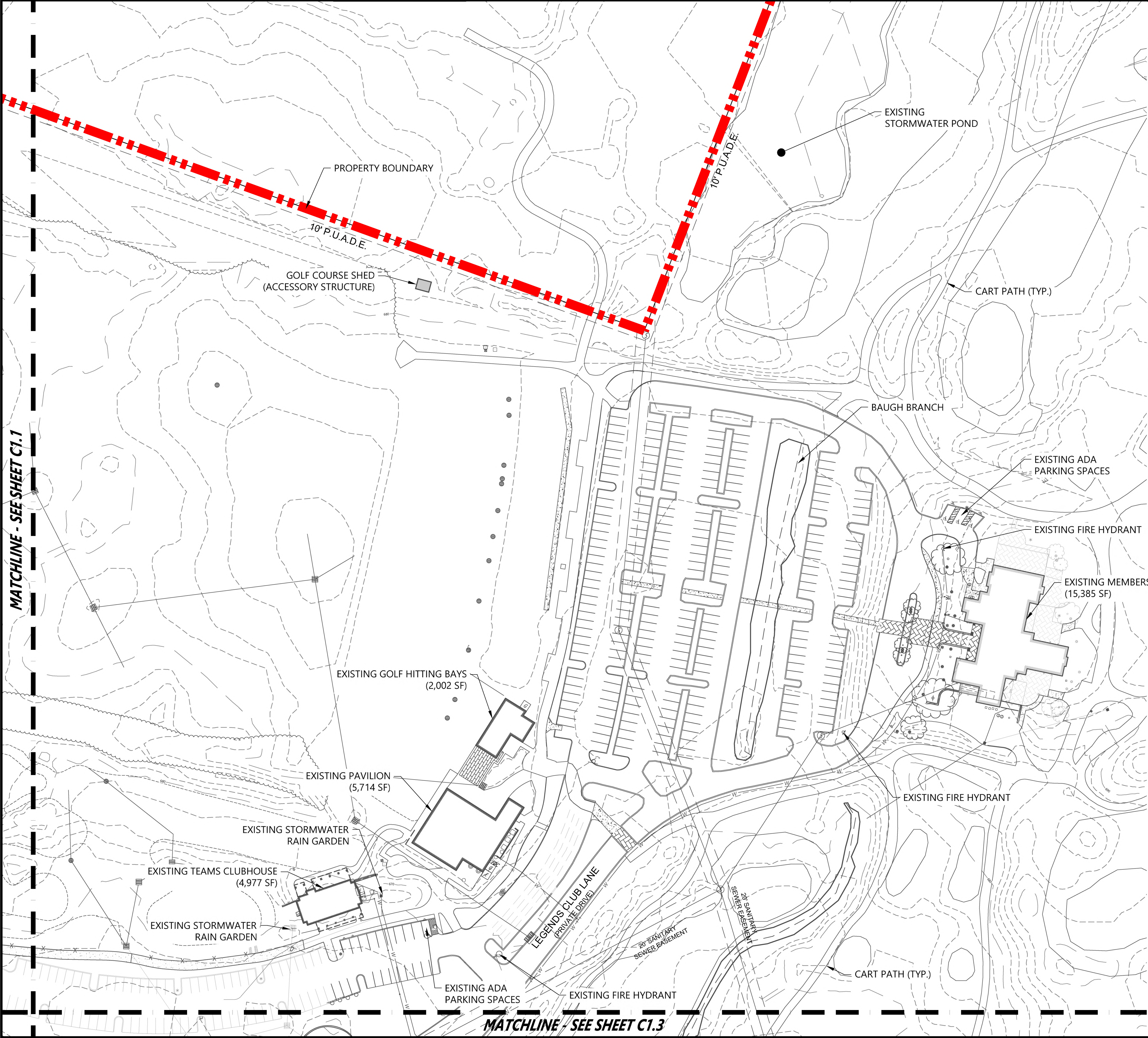
VANDERBILT UNIVERSITY
ASPEN GROVE PUD SUBDIVISION, REZONING PLAN,
SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
1500 LEGENDS CLUB LANE

DETAILED EXISTING CONDITIONS



PROJECT No:
COF #7938

SHEET NUMBER:
C1.1



SITE DATA

PROJECT NAME:	ASPEN GROVE PUD SUBDIVISION DEVELOPMENT PLAN, SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
PROJECT NUMBER:	COF #7939
ADDRESS:	1500 LEGENDS CLUB LANE (MEMBERS CLUBHOUSE) 1460 LEGENDS CLUB LANE (ACADEMY BUILDING & PAVILION) 1440 LEGENDS CLUB LANE (TEAMS FACILITY) 1445 LEGENDS CLUB LANE (TURF MAINTENANCE FACILITY) FRANKLIN, TENNESSEE 37064
PARCEL(S):	053 10901 00008053
ACREAGE / SF OF SITE:	301.89 AC (13,150,328 FT²)
VESTING (IF APPLICABLE):	N/A
REGULATIONS:	
BASE ZONING:	PD - PLANNED DISTRICT
PROPOSED ZONING:	PD - PLANNED DISTRICT / 54,982 SF
ZONING OVERLAY:	FWD (FLOODWAY OVERLAY) FFO (FLOODWAY FRINGE OVERLAY) SCO (SCENIC CORRIDOR OVERLAY)
BUILDING TYPES APPLIED:	COMMERCIAL
FRONTAGE TYPES APPLIED:	LANDSCAPE
LOT WIDTH (RESIDENTIAL):	N/A
LOT SIZE (RESIDENTIAL):	N/A
SETBACKS:	
FRONT:	5' MIN.
SIDE:	5' MIN.
REAR:	5' MIN.
DWELLING UNIT COUNT (BY TYPE):	N/A
GOLF COURSE SF (BY USE):	
LEGENDS CLUBHOUSE	54,982 SF
TEAMS CLUBHOUSE	23,000 SF
TURF CARE BUILDING	11,600 SF
PAVILION	12,530 SF
GOLF HITTING BAYS	5,850 SF
HOTEL KEYS:	2,002 SF
BUILDING HEIGHT:	N/A
MINIMUM LSA:	3 STORIES MAX.
OPEN SPACE REQUIRED:	20%
TREE CANOPY RETENTION ACREAGE:	657,516 SF: 15.10 AC (5%) 1,315,033 SF: 30.19 AC (10%) NO TREE REMOVAL IS PROPOSED
PARKING REQUIRED (BY USE):	50 SPACES PER 9 HOLES (PER CLAUSE 10.1.5 C - CITY OF GALLATIN)
EXISTING PARKING (BY USE):	200 (6 ADA) (GOLF COURSE)
PROPOSED PARKING (BY USE):	392 (4 ADA) (GOLF COURSE)
HISTORIC RESOURCE TREATMENT:	346 (8 ADA) (GOLF COURSE)
	NO

LEGEND

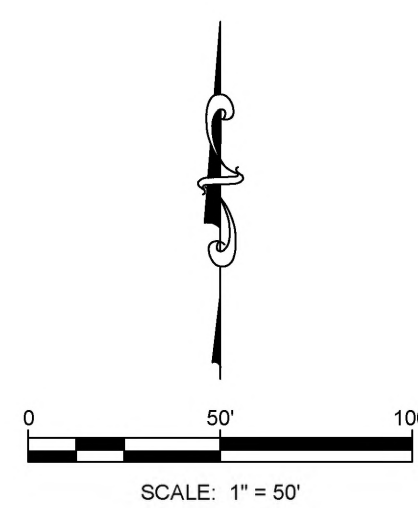
FLOODWAY OVERLAY (FWO)	---
FLOODWAY FRINGE OVERLAY (FFO)	---
SCENIC CORRIDOR OVERLAY (SCO)	---

NOTES:

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Know what's below.
Call before you dig.



MATCHLINE - SEE SHEET C1.1

MATCHLINE - SEE SHEET C1.3

CHASTAIN
SKILLMAN



CHASTAIN-SKILLMAN
215 CENTERVIEW DRIVE
BRENTWOOD, TN 37027
(863) 646-1402

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VANDERBILT UNIVERSITY
ASPEN GROVE PUD SUBDIVISION, REZONING PLAN,
SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
1500 LEGENDS CLUB LANE

DETAILED EXISTING CONDITIONS



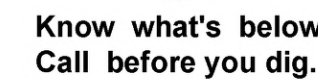
PROJECT No:
COF #7938

SHEET NUMBER:
C1.2

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1. BASE INFORMATION WAS TAKEN FROM GIS AND LIDAR INFORMATION PROVIDED BY CITY OF FRANKLIN. CHASTAIN-SKILLMAN AND ANY OF THEIR CONSULTANTS SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND/OR COMPLETENESS OF THAT INFORMATION SHOWN HEREON OR ANY ERRORS OR OMISSIONS RESULTING FROM SUCH.



SHEET NUMBER
C1.4

LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,600 SF
TURF CARE BUILDING (EXISTING)	12,530 SF
PAVILION (EXISTING)	5,850 SF
GOLF HITTING BAYS (EXISTING)	2,002 SF
TOTAL	54,982 SF

ACCESSORY STRUCTURES DO NOT CALCULATE INTO
SQUARE FOOTAGE OF PRINCIPLE BUILDINGS.

PROJECT NAME:	ASPEN GROVE PUD SUBDIVISION DEVELOPMENT PLAN, SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
PROJECT NUMBER:	COF #7939
ADDRESS:	1500 LEGENDS CLUB LANE (MEMBERS CLUBHOUSE) 1460 LEGENDS CLUB LANE (ACADEMY BUILDING & PAVILION) 1440 LEGENDS CLUB LANE (TEAMS FACILITY) 1445 LEGENDS CLUB LANE (LAURF MAINTENANCE FACILITY) FRANKLIN, TENNESSEE 37064 053 10901 00008053
PARCEL(S):	301.89 AC. (13,150,328 FT ²)
ACREAGE / SF OF SITE:	N/A
VESTING (IF APPLICABLE):	
REGULATIONS:	
BASE ZONING:	PD - PLANNED DISTRICT
PROPOSED ZONING:	PD - PLANNED DISTRICT / 54,982 SF
ZONING OVERLAY:	FWO (FLOODWAY OVERLAY) FFO (FLOODWAY FRINGE OVERLAY) SCO (SCENIC CORRIDOR OVERLAY) COMMERCIAL LANDSCAPE
BUILDING TYPES APPLIED:	N/A
FRONTAGE TYPES APPLIED:	N/A
LOT WIDTH (RESIDENTIAL):	
LOT SIZE (RESIDENTIAL):	
SETBACKS:	
FRONT:	5' MIN.
SIDE:	5' MIN.
REAR:	5' MIN.
DWELLING UNIT COUNT (BY TYPE):	N/A
GOLF COURSE SF (BY USE):	54,982 SF
LEGENDS CLUBHOUSE:	23,000 SF
TEAMS CLUBHOUSE:	11,600 SF
TURF CARE BUILDING:	12,530 SF
PAVILION:	5,850 SF
GOLF HITTING BAYS:	2,002 SF
HOTEL KEYS:	N/A
BUILDING HEIGHT:	3 STORIES MAX.
MINIMUM LSA:	N/A
OPEN SPACE REQUIRED:	657,516 SF; 15.10 AC (5%) 1,315,033 SF; 30.19 AC (10%)
TREE CANOPY RETENTION ACREAGE:	NO TREE REMOVAL IS PROPOSED
PARKING REQUIRED (BY USE):	50 SPACES PER 9 HOLES (PER CLAUSE 10.1.5.C - CITY OF GALLATIN) 200 (6 ADA) (GOLF COURSE) 392 (4 ADA) (GOLF COURSE) 346 (8 ADA) (GOLF COURSE)
EXISTING PARKING (BY USE):	
PROPOSED PARKING (BY USE):	
HISTORIC RESOURCE TREATMENT:	N/A

WATER FACILITIES
WATER SERVICE TO BE PROVIDED BY MALLORY VALLEY UTILITY DISTRICT
WATER DEMAND: **7,025 GPD**

SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF FRANKLIN
SANITARY SEWER DEMAND: 7,225 GPD

REUSE WATER IS UTILIZED FOR THE IRRIGATION OF THE GOLF COURSE.
REUSE WATER DEMAND: 264,394 GPD

THE PROPERTY HAS THREE PRIMARY DRAINAGE BASINS. ONE DRAINS SOUTH TO THE HARPETH RIVER. ONE DRAINS EAST TO DRY BRANCH. ONE DRAINS THROUGH THE SITE TO BAUGH BRANCH.

AS SHOWN ON THE MAJOR THOROUGHFARE PLAN, WITH ALL THE PROPOSED CONSTRUCTION LOCATED INTERNALLY TO THE EXISTING SITE, NO ROW OR EXISTING ACCESS IS TO BE AFFECTED AND SHALL REMAIN.

NEAREST POLICE STATION: 2.9 MI (FRANKLIN POLICE HEADQUARTERS)
NEAREST FIRE STATION: 2.1 MI (FIRE STATION #3)
NEAREST RECREATIONAL FACILITY: 2.8 MI (ASPEN GROVE PARK)

NO ADDITIONAL TRIPS WILL BE GENERATED WITH THE PROPOSED ADDITIONS.
EXISTING TRIPS ARE APPROXIMATELY 350 TRIPS PER DAY.

NO PROJECTED STUDENT POPULATION FOR THIS PROJECT AS NO RESIDENTIAL LOTS ARE PROPOSED.

REFUSE COLLECTION FOR DEVELOPMENT SHALL BE PROVIDED BY CITY OF FRANKLIN

FLOODWAY OVERLAY (FWO)	— . . . —
FLOODWAY FRINGE OVERLAY (FFO)	— . —
SCENIC CORRIDOR OVERLAY (SCO)	— — —

1. BASE INFORMATION WAS TAKEN FROM GIS AND LIDAR INFORMATION PROVIDED BY CITY OF FRANKLIN. CHASTAIN-SKILLMAN AND ANY OF THEIR CONSULTANTS SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND/OR COMPLETENESS OF THAT INFORMATION SHOWN HEREON OR ANY ERRORS OR OMISSIONS RESULTING FROM SUCH.

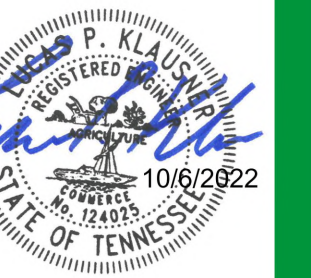


215 CENTERVIEW DRIVE
SUITE #113
BRENTWOOD, TN 37027
(863) 646-1402

DESCRIPTION							
DATE							
NUMBER							

1500 LEGENDS CLUB LANE

References



PROJECT No:
COF #7938

EET NUMBER:
C2.0

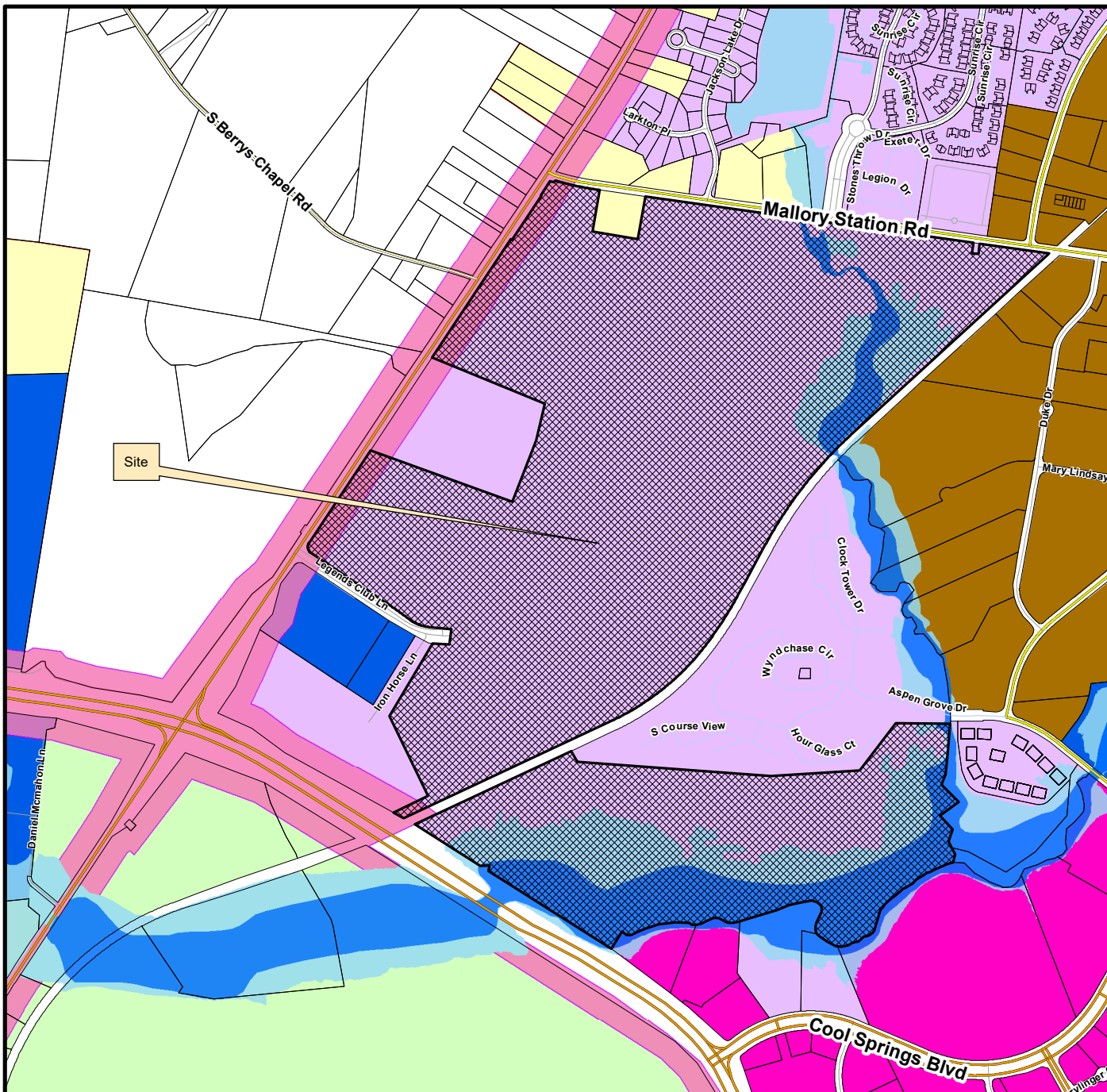
ASPEN GROVE PUD SUBDIVISION ORDINANCE 2022-34 RESOLUTION 2022-60

Project Information

Existing Zoning: PD
 Proposed Zoning: PD 54,982
 Overlay Districts: FWO, FFO, SCO
 Site Acreage: 301.89 acres
 Proposed Number of Dwelling Units: 0
 Proposed Nonresidential Square Footage: 54,982

Legend

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



This map was created by the Franklin Planning Department.
 It was compiled from the most authentic information available.
 The City is not responsible for any errors or omissions contained herein.
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0 250 500 1,000
 Feet

CONDITIONS OF APPROVAL:

Open Issues: 5 These issues are currently being filtered

Engineering - Checklist

General Issues

33. Streets

kevin.long@franklintn.gov Developments that adjoin existing streets shall dedicate additional fee simple right-of-way where necessary to meet the minimum requirements for the functional street classification of the existing street. Right-of-way reservation, and not dedication, shall be provided along State Routes (SR). [COF Streets 2.2.4 (4)]

Franklin Road (SR-6/US-31) is considered a Major Arterial and is included in Project #9 of the Connect Franklin Comprehensive Transportation Network Plan for future widening.

Applicant shall be aware that right-of-way reservation will be determined at Site Plan and recorded with the Final Plat.

9 FRANKLIN ROAD (SR-6/US-31)
MACK HATCHER PARKWAY (SR-397) TO MALLORY STATION ROAD

Major arterial widening of Franklin Road (SR-6/US-31) from Mallory Station to Mack Hatcher (SR-397). This road will be widen from 2 to 4 lanes.



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PROJECT OVERVIEW	
OVERALL COST:	\$15,000,000
TIME FRAME:	Short
PROJECT DRIVER:	TDOT/City of Franklin
PROJECT CHARACTER	
FUNCTIONAL CLASSIFICATION:	Major Arterial
SEGMENT LENGTH:	0.84 miles
EXISTING LANES:	2
PROPOSED TRAVEL LANES:	4
PROPOSED RIGHT OF WAY:	132 feet
PROJECT SPECIFICS	
MEDIAN:	Median Required For Access Control
CURB & GUTTER:	Yes
ON STREET PARALLEL PARKING:	Prohibited
ON STREET BICYCLE FACILITY	None Required
RECOMMENDED SIDE STREET PROJECT ELEMENTS	
PEDESTRIAN TRAVELWAY	12' Min Multi-Use Path w/ 6' Green or Furnishing Zone (East Side)
	6' Min Sidewalk w/ 6' Green or Furnishing Zone (West Side)
TRANSIT STOPS	Allowed (Verify Need with Franklin Transit)

CONNECT FRANKLIN: A Comprehensive Transportation Network Plan

(This comment serves only as a reminder to staff and does not hinder approval. No response is necessary from the applicant beyond "N/A" or "Acknowledged" to satisfy requirements of the IDT system.)

[Edited By Kevin Long]

34. Streets

kevin.long@franklintn.gov Developments that adjoin existing streets shall dedicate additional fee simple right-of-way where necessary to meet the minimum requirements for the functional street classification of the existing street. Right-of-way reservation, and not dedication, shall be provided along State Routes (SR). [COF Streets 2.2.4 (4)]

Mallory Station Road is considered a **Major Collector** and is included in Project #34 of the Connect Franklin Comprehensive Transportation Network Plan for future widening.

Applicant shall be aware right-of-way dedication will be calculated at Site Plan and recorded with the Final Plat.

MALLORY STATION ROAD 34 SEABOARD LANE TO FRANKLIN ROAD (SR-6/US-31)

PROJECT OVERVIEW	
OVERALL COST:	\$19,000,000
TIME FRAME:	Medium
PROJECT DRIVER:	City of Franklin
PROJECT CHARACTER	
FUNCTIONAL CLASSIFICATION:	Major Collector
SEGMENT LENGTH:	0.99 miles
EXISTING LANES:	3
PROPOSED TRAVEL LANES:	4 (5 w/ TWLTL)
PROPOSED RIGHT OF WAY:	99 feet
PROJECT SPECIFICS	
MEDIAN:	Not Required
CURB & GUTTER:	Yes
ON STREET PARALLEL PARKING:	Prohibited
ON STREET BICYCLE FACILITY	None Required
RECOMMENDED SIDE STREET PROJECT ELEMENTS	
PEDESTRIAN TRAVELWAY	12' Min Multi-Use Path w/ 6' Green or Furnishing Zone (South Side)
	8' Min Sidewalk w/ 6' Furnishing Zone (South Side)
	6' Min Sidewalk w/ 6' Green or Furnishing Zone (North Side)
	8' Min Sidewalk w/ 6' Furnishing Zone (North Side)
TRANSIT STOPS	Allowed (Verify Need with Franklin Transit)

Mallory Station road will be widened to 4 lanes between Franklin Road and Seaboard Lane. This major collector provides a key connection to Franklin Road to access the Downtown or travel to the north to Brentwood. Mallory Station Road is a main commercial corridor that leads to the Cool Springs Area.



CONNECT FRANKLIN: A Comprehensive Transportation Network Plan

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(This comment serves only as a reminder to staff and does not hinder approval. No response is necessary from the applicant beyond "N/A" or "Acknowledged" to satisfy requirements of the IDT system.)

Engineering - Development Plan Checklist

General Issues

20. B. General Information

lance.fittro@franklintn.gov This comment is to be addressed with the revised final plat, and **does not hinder approval of the Development Plan**:

A revised final plat shall be required in order to dedicate right-of-way, modify/abandon existing easements on the property and create new easements as necessary for the proposed site development. A title report for the subject property shall be provided to the surveyor for use in preparing the final plat to ensure that the various easements recorded by separate instrument are accurately reflected on the plat with deed book and page number references for their recording. The revised plat may be submitted concurrent with the Site Plan, and shall be approved and recorded prior to issuance of a Building Permit.

35. Modification of Standards

joseph.bryan@franklin.tn.gov Advisory comment: Staff supports MOS 1 to match the design and character of the existing buildings.

38. Advisory Comment: Frontage requirements Clubhouse

joseph.bryan@franklin.tn.gov ADVISORY COMMENT:

Please keep in mind that the additions to the Clubhouse are very close to increasing the existing square footage by 50%. Once additions totaling more than 50% are proposed, the entire building has to come into conformance with the frontage requirements of the building, meaning that all parking will need to be relocated to the side or rear of the structure (section 7.1.1). The 50% is CUMULATIVE, so the additional square footage added during this development will be combined with any future additions to determine if the 50% threshold has been met.

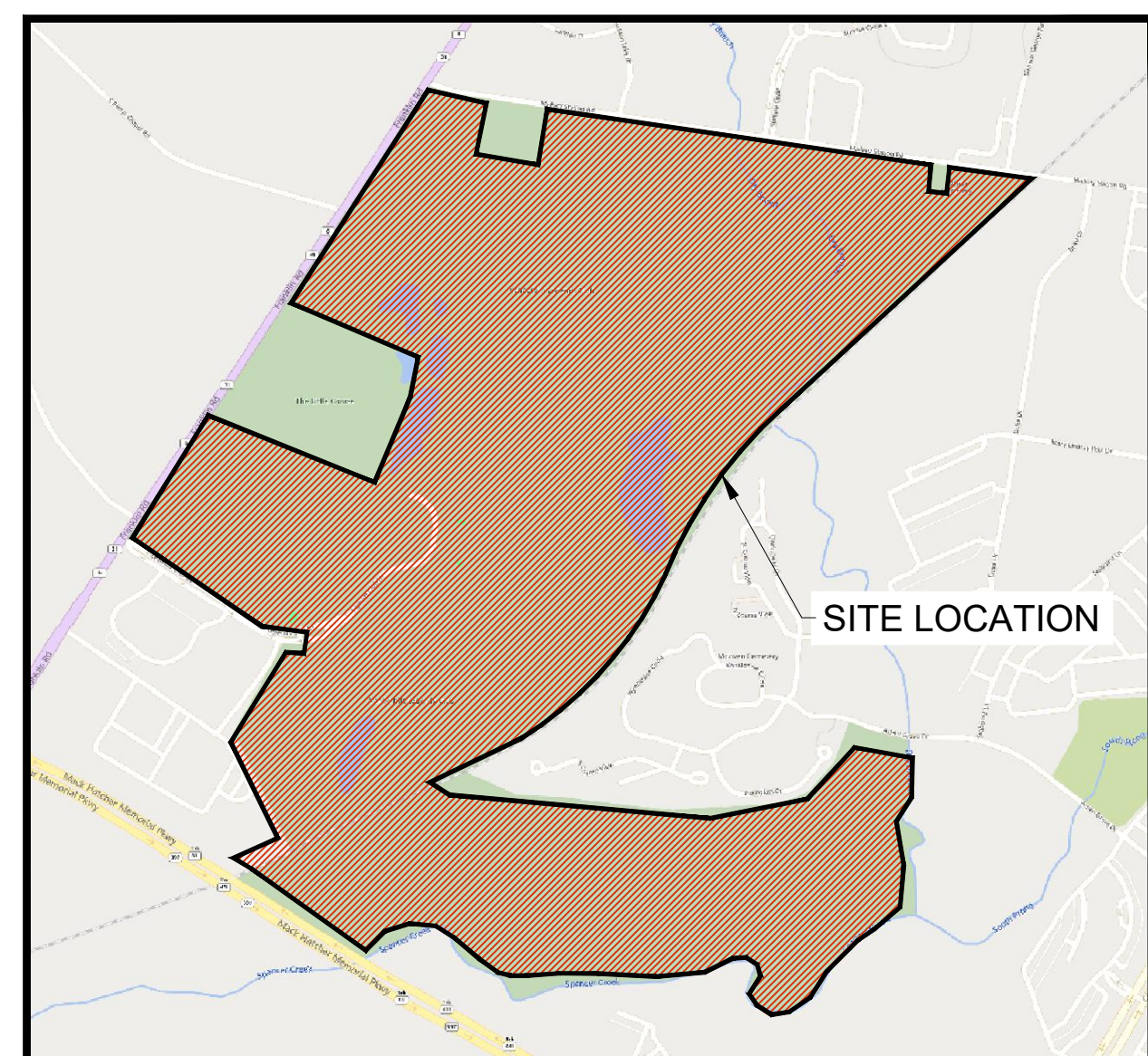
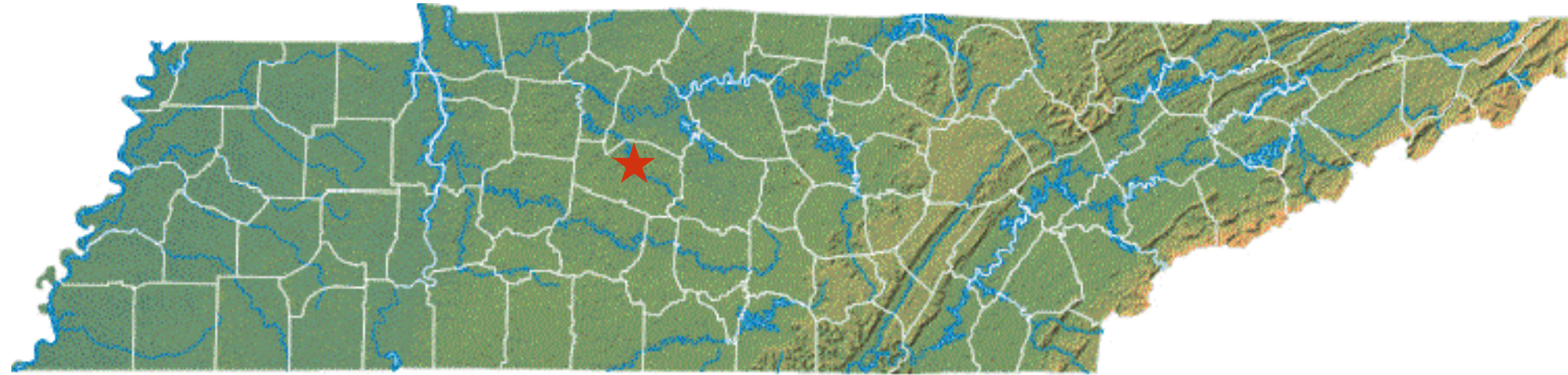
This comment will remain open as Advisory. It does not hinder the approval of the Development Plan.

LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,600 SF
TURF CARE BUILDING (EXISTING)	12,530 SF
PAVILION (EXISTING)	5,850 SF
GOLF HITTING BAYS (EXISTING)	2,002 SF
TOTAL	54,982 SF

ACCESSORY STRUCTURES DO NOT CALCULATE INTO
SQUARE FOOTAGE OF PRINCIPLE BUILDINGS.

PENDING APPROVAL BY BOMA, THIS DOCUMENT WAS REVIEWED UNDER AND IS NOW VESTED IN THE FOLLOWING DEVELOPMENT STANDARDS:

- ZONING ORDINANCE: JANUARY 1, 2022
- SUBDIVISION REGULATIONS: DECEMBER 12, 2019
- TRANSPORTATION AND STREET TECHNICAL STANDARDS: JULY 1, 2021
- STORMWATER BMP MANUAL: JULY 1, 2021
- TECHNICAL SPECIFICATIONS FOR UTILITY INSTALLATION: OCTOBER 13, 2020
- MUNICIPAL CODE: NOVEMBER 18, 2021



NOT TO SCALE

DEVELOPMENT PLAN FOR:
VANDERBILT UNIVERSITY
**ASPEN GROVE PUD SUBDIVISION,
DEVELOPMENT PLAN, SECTION A, REVISION 2**

1500 LEGENDS CLUB LANE, FRANKLIN, TENNESSEE 37064
OCTOBER 6, 2022



NOT TO SCALE

A MODIFICATION OF STANDARD 6.8 COMMERCIAL/MIXED-USE BUILDING TYPE.

1. TO ALLOW FOR PITCHED GABLE ROOF ON COMMERCIAL/MIXED-USE BUILDING.

OWNER:
VANDERBILT UNIVERSITY
MARGARET LIDDON EMLEY
110 21ST AVENUE S, STE #1110
NASHVILLE, TENNESSEE 37203
(615) 343-5160

ARCHITECT:
MEYERS + ASSOCIATES ARCHITECTURE
CHRIS MEYERS
232 N. THIRD STREET
COLUMBUS, OHIO 43215
(614) 221-9433

ENGINEER OF RECORD:
CHASTAIN SKILLMAN, INC.
LUCAS P. KLAUSNER, P.E.
215 CENTERVIEW DRIVE, STE #113
BRENTWOOD, TENNESSEE 37027
(863) 646-1402



meyers+
associates



SHEET NUMBER	SHEET DESCRIPTION
C0.0	COVER SHEET
C1.0	OVERALL EXISTING CONDITIONS
C1.1	DETAILED EXISTING CONDITIONS
C1.2	DETAILED EXISTING CONDITIONS
C1.3	DETAILED EXISTING CONDITIONS
C1.4	OVERALL EXISTING SLOPE MAP
C1.5	NEIGHBORHOOD CONTEXT PLAN
C2.0	OVERALL DEVELOPMENT PLAN
C2.1	OVERALL GOLF COURSE HOLE PLAN
C3.0	CONCEPTUAL ARCHITECTURE
C3.1	CONCEPTUAL ARCHITECTURE
C4.0	GRADING AND DRAINAGE PLAN
C5.0	OVERALL UTILITY PLAN
C6.0	AUTOTURN - FIRE TRUCK

PROJECT NAME:	ASPEN GROVE PUD SUBDIVISION DEVELOPMENT PLAN, SECTION A REVISION 2 (LEGENDS GOLF CLUB) COF #7939
PROJECT NUMBER:	1500 LEGENDS CLUB LANE (MEMBERS CLUBHOUSE)
ADDRESS:	1460 LEGENDS CLUB LANE (ACADEMY BUILDING & PAVILION) 1440 LEGENDS CLUB LANE (TEAMS FACILITY) 1445 LEGENDS CLUB LANE (TURF MAINTENANCE FACILITY) FRANKLIN, TENNESSEE 37064 053 10901 00008053 301.89 AC. (13,150,328 FT ²) N/A
PARCEL(S):	
ACREAGE / SF OF SITE:	
VESTING (IF APPLICABLE):	
REGULATIONS:	
BASE ZONING:	PD - PLANNED DISTRICT
PROPOSED ZONING:	PD - PLANNED DISTRICT / 54,982 SF
ZONING OVERLAY:	FWO (FLOODWAY OVERLAY) FFO (FLOODWAY FRINGE OVERLAY) SCO (SCENIC CORRIDOR OVERLAY) COMMERCIAL LANDSCAPE N/A N/A
BUILDING TYPES APPLIED:	
FRONTAGE TYPES APPLIED:	
LOT WIDTH (RESIDENTIAL):	N/A
LOT SIZE (RESIDENTIAL):	N/A
SETBACKS:	
FRONT:	5' MIN.
SIDE:	5' MIN.
REAR:	5' MIN.
DWELLING UNIT COUNT (BY TYPE):	N/A
GOLF COURSE SF (BY USE):	54,982 SF
LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,600 SF
TURF CARE BUILDING	12,530 SF
PAVILION	5,860 SF
GOLF HITTING BAYS	2,002 SF
HOTEL KEYS:	N/A
BUILDING HEIGHT:	3 STORIES MAX.
MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	657,516 SF; 15.10 AC (5%) 1,315,033 SF; 30.19 AC (10%)
TREE CANOPY RETENTION ACREAGE:	NO TREE REMOVAL IS PROPOSED
PARKING REQUIRED (BY USE):	50 SPACES PER 9 HOLES (PER CLAUSE 10.1.5 - CITY OF GALLATIN) 200 (6 ADA) (GOLF COURSE) 392 (4 ADA) (GOLF COURSE) 36 (8 ADA) (GOLF COURSE)
EXISTING PARKING (BY USE):	
PROPOSED PARKING (BY USE):	
HISTORIC RESOURCE TREATMENT:	N/A

The logo for Chastain Skillman features a stylized 'CS' monogram. The 'C' is green and the 'S' is blue, with a white negative space between them. To the right of the monogram, the words 'CHASTAIN' and 'SKILLMAN' are stacked vertically in a bold, sans-serif font. 'CHASTAIN' is in a larger font size than 'SKILLMAN'.

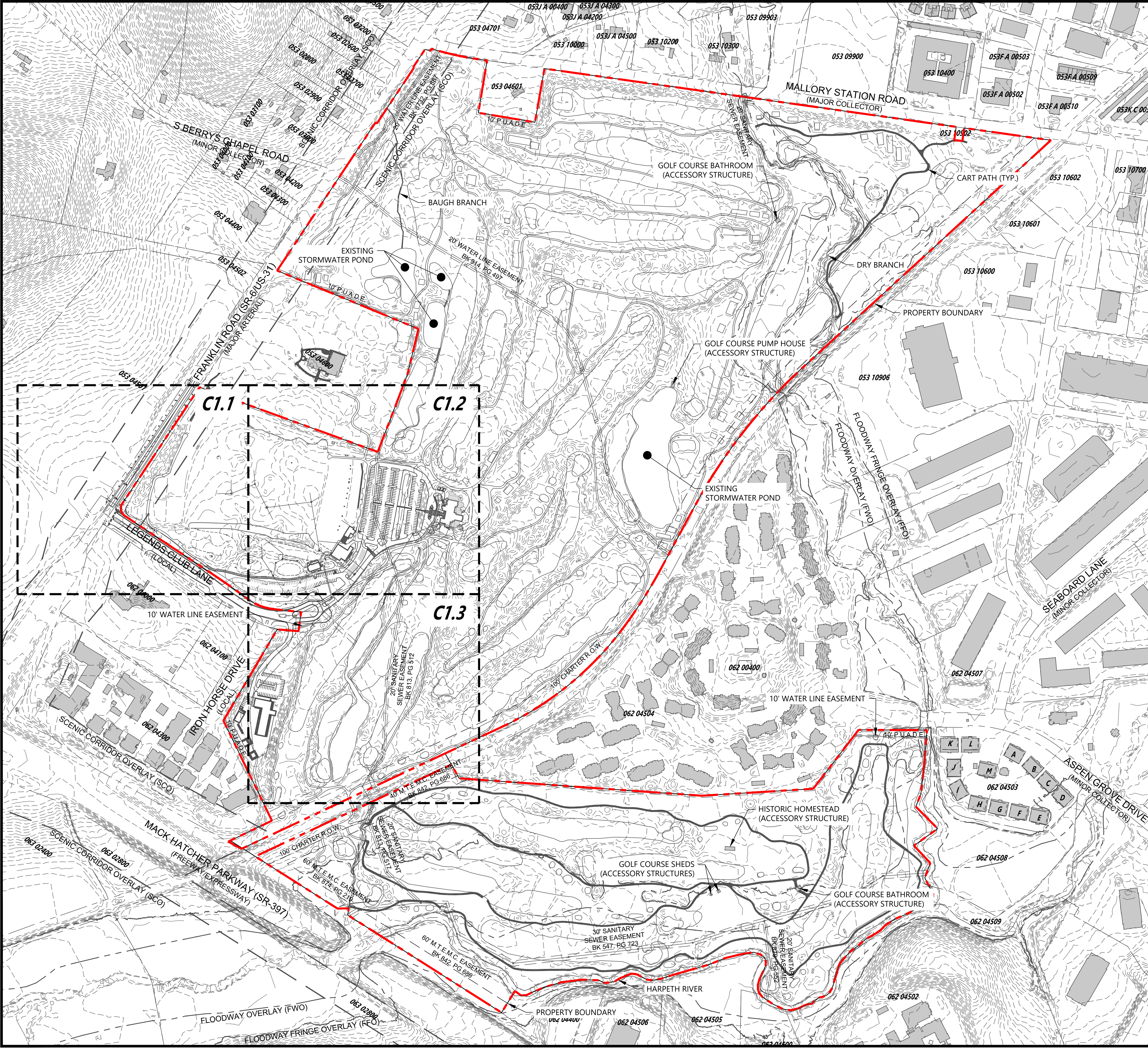
215 CENTERVIEW DRIVE
SUITE #113
BRENTWOOD, TN 37027
(863) 646-1402

1500 LEGENDS CLUB LANE
 SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
 ABOVE FLOOD SUBDIVISION, DEVELOPMENT PLAN

COVER STORY

PROJECT No:
COF #7939

EET NUMBER:
C0.0



SITE DATA

PROJECT NAME:	ASPEN GROVE PUD SUBDIVISION DEVELOPMENT PLAN, SECTION A, REVISION 2 (LEGENDS GOLF CLUB) COF #7939
PROJECT NUMBER:	1500 LEGENDS CLUB LANE (MEMBERS CLUBHOUSE) 1460 LEGENDS CLUB LANE (ACADEMY BUILDING & PAVILION) 1440 LEGENDS CLUB LANE (TEAMS FACILITY) 1445 LEGENDS CLUB LANE (TURF MAINTENANCE FACILITY) FRANKLIN, TENNESSEE 37064
ADDRESS:	053 10901 00008053 301.89 AC. (13,150,328 FT²) N/A
PARCEL(S):	
ACREAGE / SF OF SITE:	
VESTING (IF APPLICABLE):	
REGULATIONS:	
BASE ZONING:	PD - PLANNED DISTRICT
PROPOSED ZONING:	PD - PLANNED DISTRICT / 54,982 SF
ZONING OVERLAY:	FWO (FLOODWAY OVERLAY) FFO (FLOODWAY FRINGE OVERLAY) SCO (SCENIC CORRIDOR OVERLAY) COMMERCIAL LANDSCAPE N/A
BUILDING TYPES APPLIED:	
FRONTAGE TYPES APPLIED:	
LOT WIDTH (RESIDENTIAL):	
LOT SIZE (RESIDENTIAL):	
SETBACKS:	
FRONT:	5' MIN.
SIDE:	5' MIN.
REAR:	5' MIN.
DWELLING UNIT COUNT (BY TYPE):	N/A
GOLF COURSE SF (BY USE):	54,982 SF
LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,000 SF
TURF CARE BUILDING	12,530 SF
PAVILION	5,850 SF
GOLF HITTING BAYS	2,002 SF
HOTEL KEYS:	N/A
BUILDING HEIGHT:	3 STORIES MAX.
MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	657,516 SF; 15.10 AC (5%) 1,315,033 SF; 30.19 AC (10%)
TREE CANOPY RETENTION ACREAGE:	NO TREE REMOVAL IS PROPOSED
PARKING REQUIRED (BY USE):	50 SPACES PER 9 HOLES (PER CLAUSE 10.1.5 C - CITY OF GALLATIN) 200 (6 ADA) (GOLF COURSE) 392 (4 ADA) (GOLF COURSE) 346 (8 ADA) (GOLF COURSE)
EXISTING PARKING (BY USE):	
PROPOSED PARKING (BY USE):	
HISTORIC RESOURCE TREATMENT:	NO

STORMWATER NARRATIVE:

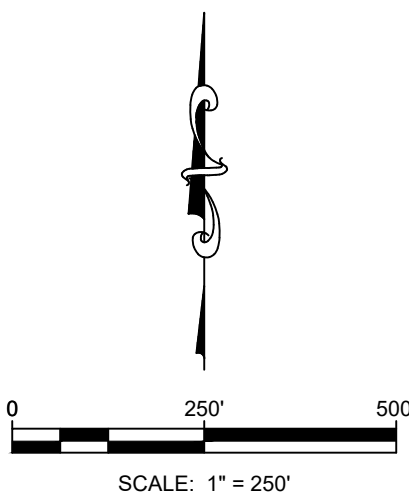
THE EXISTING SITE STORMWATER ROUTES THROUGH AN EXISTING STORM SEWER SYSTEM TO BE DETAINED AND TREATED IN EXISTING STORMWATER PONDS. FROM THE STORMWATER PONDS, THE STORMWATER OUTFALLS INTO EITHER BAUGH BRANCH, THE HARPETH RIVER, OR DRY BRANCH.

LEGEND

FLOODWAY OVERLAY (FWO)	---
FLOODWAY FRINGE OVERLAY (FFO)	---
SCENIC CORRIDOR OVERLAY (SCO)	---

NOTES:

1. BASE INFORMATION WAS TAKEN FROM GIS AND LIDAR INFORMATION PROVIDED BY CITY OF FRANKLIN. CHASTAIN-SKILLMAN AND ANY OF THEIR CONSULTANTS SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND/OR COMPLETENESS OF THAT INFORMATION SHOWN HEREON OR ANY ERRORS OR OMISSIONS RESULTING FROM SUCH.



**CHASTAIN
SKILLMAN**

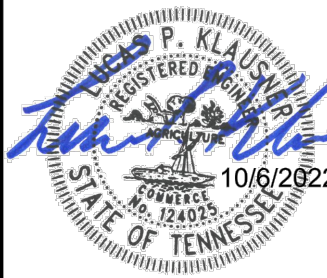


CHASTAIN-SKILLMAN
215 CENTREVIEW DRIVE
BRENTWOOD, TN 37027
(865) 646-1402

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VANDERBILT UNIVERSITY
ASPEN GROVE PUD SUBDIVISION, DEVELOPMENT PLAN,
SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
1500 LEGENDS CLUB LANE

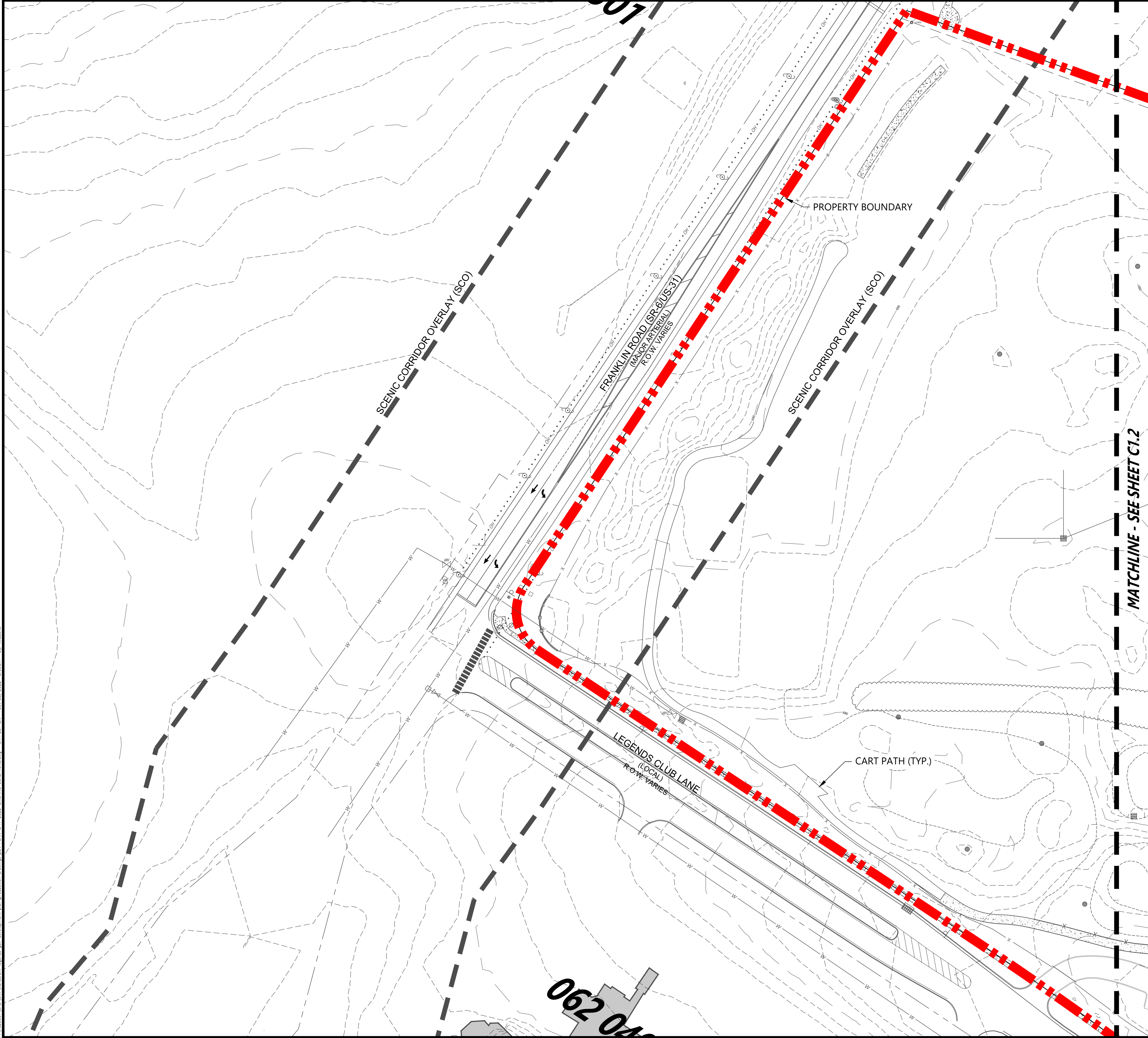
OVERALL EXISTING CONDITIONS



PROJECT No:
COF #7939

SHEET NUMBER:
C1.0

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SITE DATA

PROJECT NAME: ASPEN GROVE PUD SUBDIVISION
DEVELOPMENT PLAN, SECTION A,
REVISION 2 (LEGENDS GOLF CLUB)
COF #7939

PROJECT NUMBER: 1500 LEGENDS CLUB LANE (MEMBERS CLUBHOUSE)
ADDRESS: 1460 LEGENDS CLUB LANE (ACADEMY BUILDING & PAVILION)
1440 LEGENDS CLUB LANE (TEAMS FACILITY)
1445 LEGENDS CLUB LANE (TURF MAINTENANCE FACILITY)
FRANKLIN, TENNESSEE 37064

PARCEL(S): 053 10901 00008053
ACREAGE / SF OF SITE: 301.89 AC. (13,150,328 FT²)
VESTING (IF APPLICABLE): N/A

REGULATIONS:

BASE ZONING: PD - PLANNED DISTRICT
PROPOSED ZONING: PD - PLANNED DISTRICT / 54,982 SF
ZONING OVERLAY: FWO (FLOODWAY OVERLAY)
FFO (FLOODWAY FRINGE OVERLAY)
SCO (SCENIC CORRIDOR OVERLAY)

BUILDING TYPES APPLIED: COMMERCIAL
FRONTAGE TYPES APPLIED: LANDSCAPE
LOT WIDTH (RESIDENTIAL): N/A
LOT SIZE (RESIDENTIAL): N/A

SETBACKS:

FRONT: 5' MIN.
SIDE: 5' MIN.
REAR: 5' MIN.

DWELLING UNIT COUNT (BY TYPE): N/A

GOLF COURSE SF (BY USE): 54,982 SF
LEGENDS CLUBHOUSE: 23,000 SF
TEAMS CLUBHOUSE: 11,000 SF
TURF CARE BUILDING: 12,530 SF
PAVILION: 5,850 SF
GOLF HITTING BAYS: 2,002 SF
HOTEL KEYS: N/A

BUILDING HEIGHT: 3 STORIES MAX.
MINIMUM LSA: 20%

OPEN SPACE REQUIRED: 657,516 SF; 15.10 AC (5%)
1,315,033 SF; 30.19 AC (10%)

TREE CANOPY RETENTION ACREAGE: NO TREE REMOVAL IS PROPOSED

PARKING REQUIRED (BY USE): 50 SPACES PER 9 HOLES
(PER CLAUSE 10.1.5 C - CITY OF GALLATIN)

EXISTING PARKING (BY USE): 200 (6 ADA) (GOLF COURSE)
PROPOSED PARKING (BY USE): 392 (4 ADA) (GOLF COURSE)
346 (8 ADA) (GOLF COURSE)

HISTORIC RESOURCE TREATMENT: NO

LEGEND

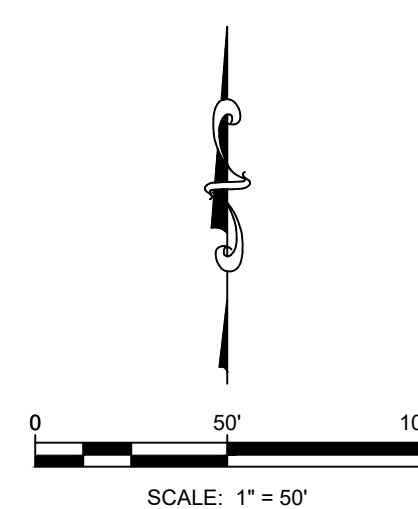
FLOODWAY OVERLAY (FWO) ---

FLOODWAY FRINGE OVERLAY (FFO) ---

SCENIC CORRIDOR OVERLAY (SCO) ---

NOTES:

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CHASTAIN
SKILLMAN



CHASTAIN-SKILLMAN
215 CENTREVIEW DRIVE
SUITE 100
BRENTWOOD, TN 37027
(615) 646-1402

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VANDERBILT UNIVERSITY
ASPEN GROVE PUD SUBDIVISION, DEVELOPMENT PLAN,
SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
1500 LEGENDS CLUB LANE

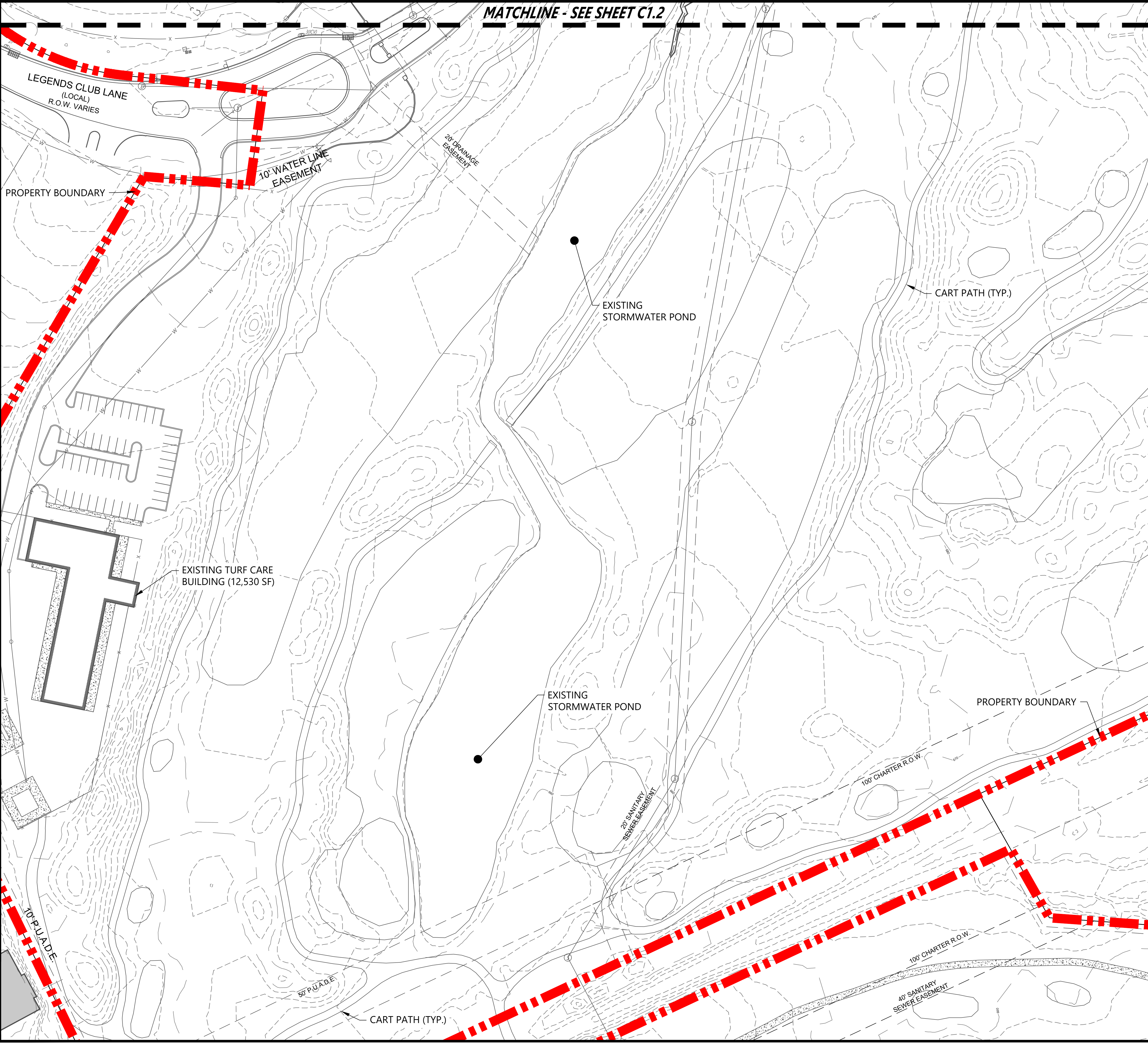
DETAILED EXISTING CONDITIONS



PROJECT No:
COF #7939

SHEET NUMBER:
C1.1

MATCHLINE - SEE SHEET C1.2



SITE DATA

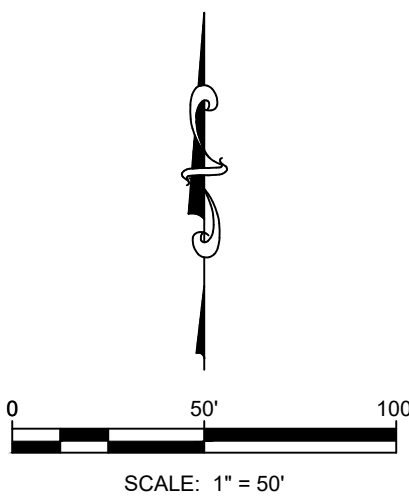
PROJECT NAME:	ASPEN GROVE PUD SUBDIVISION DEVELOPMENT PLAN, SECTION A, REVISION 2 (LEGENDS GOLF CLUB) COF #7939
PROJECT NUMBER:	1500 LEGENDS CLUB LANE (MEMBERS CLUBHOUSE)
ADDRESS:	1460 LEGENDS CLUB LANE (ACADEMY BUILDING & PAVILION) 1440 LEGENDS CLUB LANE (TEAMS FACILITY) 1445 LEGENDS CLUB LANE (TURF MAINTENANCE FACILITY) FRANKLIN, TENNESSEE 37064
PARCEL(S):	053 10901 00008053
ACREAGE / SF OF SITE:	301.89 AC. (13,150,328 FT ²)
VESTING (IF APPLICABLE):	N/A
REGULATIONS:	
BASE ZONING:	PD - PLANNED DISTRICT
PROPOSED ZONING:	PD - PLANNED DISTRICT / 54,982 SF
ZONING OVERLAY:	FWO (FLOODWAY OVERLAY) FFO (FLOODWAY FRINGE OVERLAY) SCO (SCENIC CORRIDOR OVERLAY) COMMERCIAL LANDSCAPE
BUILDING TYPES APPLIED:	N/A
FRONTAGE TYPES APPLIED:	N/A
LOT WIDTH (RESIDENTIAL):	N/A
LOT SIZE (RESIDENTIAL):	N/A
SETBACKS:	
FRONT:	5' MIN.
SIDE:	5' MIN.
REAR:	5' MIN.
DWELLING UNIT COUNT (BY TYPE):	N/A
GOLF COURSE SF (BY USE):	
LEGENDS CLUBHOUSE	54,982 SF
TEAMS CLUBHOUSE	23,000 SF
TURF CARE BUILDING	11,000 SF
PAVILION	12,530 SF
GOLF HITTING BAYS	5,850 SF
HOTEL KEYS:	2,002 SF
BUILDING HEIGHT:	N/A
MINIMUM LSA:	3 STORIES MAX.
OPEN SPACE REQUIRED:	20%
TREE CANOPY RETENTION ACREAGE:	657,516 SF; 15.10 AC (5%) 1,315,033 SF; 30.19 AC (10%) NO TREE REMOVAL IS PROPOSED
PARKING REQUIRED (BY USE):	50 SPACES PER 9 HOLES (PER CLAUSE 10.1.5 C - CITY OF GALLATIN)
EXISTING PARKING (BY USE):	200 (6 ADA) (GOLF COURSE)
PROPOSED PARKING (BY USE):	392 (4 ADA) (GOLF COURSE) 346 (8 ADA) (GOLF COURSE)
HISTORIC RESOURCE TREATMENT:	NO

LEGEND

FLOODWAY OVERLAY (FWO)	---
FLOODWAY FRINGE OVERLAY (FFO)	---
SCENIC CORRIDOR OVERLAY (SCO)	---

NOTES:

1. BASE INFORMATION WAS TAKEN FROM GIS AND LIDAR INFORMATION PROVIDED BY CITY OF FRANKLIN. CHASTAIN-SKILLMAN AND ANY OF THEIR CONSULTANTS SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND/OR COMPLETENESS OF THAT INFORMATION SHOWN HEREON OR ANY ERRORS OR OMISSIONS RESULTING FROM SUCH.



CHASTAIN
SKILLMAN



CHASTAIN-SKILLMAN
215 CENTREVIEW DRIVE
BRENTWOOD, TN 37027
(615) 646-1402

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VANDERBILT UNIVERSITY
ASPEN GROVE PUD SUBDIVISION, DEVELOPMENT PLAN,
SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
1500 LEGENDS CLUB LANE

DETAILED EXISTING CONDITIONS



PROJECT No:
COF #7939

SHEET NUMBER:
C1.3

LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,600 SF
TURF CARE BUILDING (EXISTING)	12,530 SF
PAVILION (EXISTING)	5,850 SF
GOLF HITTING BAYS (EXISTING)	2,002 SF
TOTAL	54,982 SF

ACCESSORY STRUCTURES DO NOT CALCULATE INTO
SQUARE FOOTAGE OF PRINCIPLE BUILDINGS.

PROJECT NAME:	ASPEN GROVE PUD SUBDIVISION DEVELOPMENT PLAN, SECTION A, REVISION 2 (LEGENDS GOLF CLUB) COF #7939
PROJECT NUMBER:	1500 LEGENDS CLUB LANE (MEMBERS CLUBHOUSE)
ADDRESS:	1460 LEGENDS CLUB LANE (ACADEMY BUILDING & PAVILION) 1440 LEGENDS CLUB LANE (TEAMS FACILITY) 1445 LEGENDS CLUB LANE (TURF MAINTENANCE FACILITY) FRANKLIN, TENNESSEE 37064 053 10901 00008053
PARCEL(S):	301.89 AC. (13,150,328 FT ²)
ACREAGE / SF OF SITE:	N/A
VESTING (IF APPLICABLE):	
REGULATIONS:	
BASE ZONING:	PD - PLANNED DISTRICT
PROPOSED ZONING:	PD - PLANNED DISTRICT / 54,982 SF
ZONING OVERLAY:	FWO (FLOODWAY OVERLAY) FFO (FLOODWAY FRINGE OVERLAY) SCO (SCENIC CORRIDOR OVERLAY)
BUILDING TYPES APPLIED:	COMMERCIAL
FRONTAGE TYPES APPLIED:	LANDSCAPE
LOT WIDTH (RESIDENTIAL):	N/A
LOT SIZE (RESIDENTIAL):	N/A
SETBACKS:	
FRONT:	5' MIN.
SIDE:	5' MIN.
REAR:	5' MIN.
DWELLING UNIT COUNT (BY TYPE):	N/A
GOLF COURSE SF (BY USE):	54,982 SF
LEGENDS CLUBHOUSE	23,000 SF
TEAMS CLUBHOUSE	11,800 SF
TURF CARE BUILDING	12,530 SF
PAVILION	5,850 SF
GOLF HITTING BAYS	2,002 SF
HOTEL KEYS:	N/A
BUILDING HEIGHT:	3 STORIES MAX.
MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	567,516 SF; 15.10 AC (5%) 1,315,033 SF; 30.19 AC (10%)
TREE CANOPY RETENTION ACREAGE:	NO TREE REMOVAL IS PROPOSED
PARKING REQUIRED (BY USE):	50 SPACES PER 9 HOLES (PER CLAUSE 10.1.5 - CITY OF GALLATIN) 200 (4 ADA) (GOLF COURSE) 392 (4 ADA) (GOLF COURSE) 346 (4 ADA) (GOLF COURSE)
EXISTING PARKING (BY USE):	
PROPOSED PARKING (BY USE):	
HISTORIC RESOURCE TREATMENT:	NO

WATER FACILITIES
WATER SERVICE TO BE PROVIDED BY MALLORY VALLEY UTILITY DISTRICT
WATER DEMAND: **7,025 GPD**

SANITARY SEWER DEMAND: **7,225 GPD**

REUSE WATER IS UTILIZED FOR THE IRRIGATION OF THE GOLF COURSE.
REUSE WATER DEMAND: **264,394 GPD**

THE PROPERTY HAS THREE PRIMARY DRAINAGE BASINS. ONE DRAINS SOUTH TO THE HARPETH RIVER. ONE DRAINS EAST TO DRY BRANCH. ONE DRAINS THROUGH THE SITE TO BAUGH BRANCH.

AS SHOWN ON THE MAJOR THOROUGHFARE PLAN. WITH ALL THE PROPOSED CONSTRUCTION LOCATED INTERNALLY TO THE EXISTING SITE, NO ROW OR EXISTING ACCESS IS TO BE AFFECTED AND SHALL REMAIN.

NEAREST POLICE STATION: 2.9 MI (FRANKLIN POLICE HEADQUARTERS)
NEAREST FIRE STATION: 2.1 MI (FIRE STATION #3)
NEAREST RECREATIONAL FACILITY: 2.8 MI (ASPEN GROVE PARK)

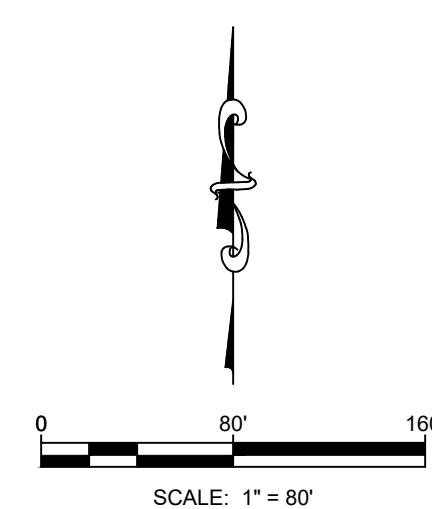
NO ADDITIONAL TRIPS WILL BE GENERATED WITH THE PROPOSED ADDITIONS.
EXISTING TRIPS ARE APPROXIMATELY 350 TRIPS PER DAY.

NO PROJECTED STUDENT POPULATION FOR THIS PROJECT AS NO RESIDENTIAL LOTS ARE PROPOSED.

REFUSE COLLECTION FOR DEVELOPMENT SHALL BE PROVIDED BY CITY OF FRANKLIN

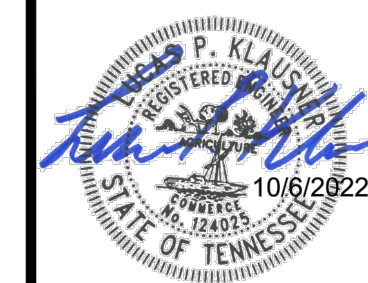
FLOODWAY OVERLAY (FWO)	
FLOODWAY FRINGE OVERLAY (FFO)	
SCENIC CORRIDOR OVERLAY (SCO)	

1. BASE INFORMATION WAS TAKEN FROM GIS AND LIDAR INFORMATION PROVIDED BY CITY OF FRANKLIN. CHASTAIN-SKILLMAN AND ANY OF THEIR CONSULTANTS SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND/OR COMPLETENESS OF THAT INFORMATION SHOWN HEREON OR ANY ERRORS OR OMISSIONS RESULTING FROM SUCH.

[illegible]

VANDERBILT UNIVERSITY
ASPEN GROVE PUD SUBDIVISION, DEVELOPMENT PLAN,
SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
1500 LEGENDS CLUB LANE

OVERALL DEVELOPMENT PLAN



PROJECT No:
COF #7939

SHEET NUMBER:
C2.0





CONCEPTUAL TEAM CLUBHOUSE ELEVATIONS

FRANKLIN CODES DEPARTMENT: (615) 794-7012
FRANKLIN PLANNING DEPARTMENT: (615) 791-3212

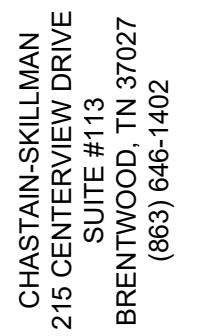
EXTERIOR VENEER:

- PREDOMINATELY FIBER CEMENT BOARD SIDING AT TEAM CLUBHOUSE
- PREDOMINATELY STUCCO AT MEMBER CLUBHOUSE
- STONE AT BASE OF BOTH CLUBHOUSE BUILDINGS AND EXISTING ACCENT AREAS

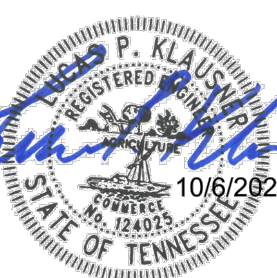
- PREDOMINATELY ASPHALT OR FIBERGLASS DIMENSIONAL SHINGLES TO MATCH EXISTING
- STANDING SEAM METAL ROOF AS AN ACCENT

1. TEAM CLUBHOUSE FINISH LOWER LEVEL ELEVATION (669.0) AND FINISH UPPER LEVEL ELEVATION (680.0) ARE TO MATCH EXISTING.
2. MEMBER CLUBHOUSE FINISH LOWER LEVEL ELEVATION (687.8) AND FINISH MAIN LEVEL ELEVATION (698.0) ARE TO MATCH EXISTING.

NOTE: ALL TYPICAL ELEVATIONS AND/OR RENDERINGS ARE CONCEPTUAL IN NATURE AND ARE NOT INDICATIVE OF THE FINAL SITE PLAN APPROVAL. AT SITE PLAN, ALL ELEVATIONS MUST MEET THE ZONING ORDINANCE REQUIREMENTS OF THE INDICATED BUILDING TYPE.

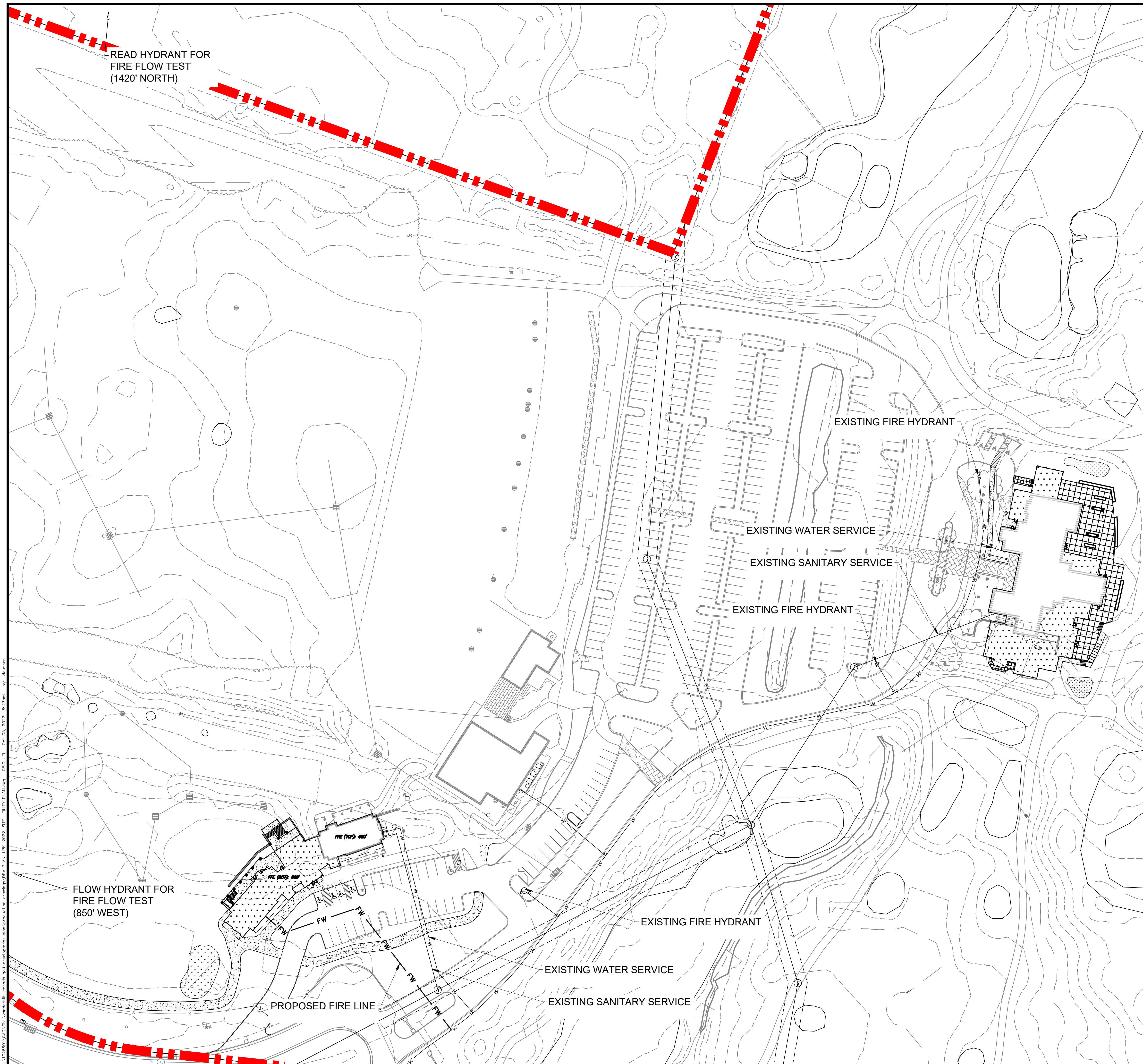
[illegible]

CONCEPTUAL ARCHITECTURE
1500 LEGENDS CLUB LANE
SECTION A, REVISION 2 (LEGENDS GOLF CLUB)
N GROVE PUD SUBDIVISION, DEVELOPMENT PLAN,
VAN DER BILT UNIVERSITY



PROJECT No:
COF #7939

SHEET NUMBER
C3.1





File #: 21-03618

DATE: October 19, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Amy Diaz-Barriga, Planning Supervisor
Chelsea Randolph, Principal Planner

SUBJECT:

Consideration Of Resolution 2022-66, A Resolution Amending The Carothers Glen PUD Subdivision To Extend The Vested Rights, For The Property Located At 4338 And 4340 South Carothers Road. Establishing A Public Hearing On November 22, 2022
FMPC 10/27/22, 9-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Municipal Planning Commission (FMPC) and Board of Mayor and Aldermen (BOMA) concerning a vesting extension request for the The Carothers Glen PUD Subdivision.

BACKGROUND/STAFF COMMENTS:

VESTED PROPERTY RIGHTS INFORMATION

State Law establishes vested property rights. It states that a vested property right is established with the approval of an entitling document (in this case a Development Plan), and during a defined vesting period, the locally adopted development standards which are in effect on the date of approval shall remain the development standards applicable to that property during the vesting period.

The law describes the vesting period as beginning with a three-year time frame during which an applicant must secure final approval of the plan (in this case a site plan), secure any necessary permits, and begin site preparation. Should the project meet these three requirements, the vesting period is extended for an additional two years. Within these two years, an applicant must begin construction and maintain any necessary permits. If a project gets to this point, and begins construction on at least one building, the vesting period is extended for a total of 10 years for single-phase projects or 15 years for multi-phase projects. This 10-15 year time period is measured from the original approval date of the entitling document, which in this case is the date the BOMA approved the Development Plan.

THE REQUEST

The request is to extend the vesting period for two years, or until December 9, 2024, to allow the applicant to secure any necessary permits and begin site preparation.

APPROVAL HISTORY AND PROJECT DESCRIPTION

The development plan for The Carothers Glen PUD was approved by BOMA on December 10, 2019. The plan includes 45 single-family lots with no modification of standards. BOMA approved the plans, as recommended by the Planning Commission, but removed the conditions of approval requiring that lots less than 65' in width may not have homes with front loaded garages per Envision Franklin and this request does not propose any changes.

CURRENT STATUS

This plan is within the first three-year period and is vested until December 9, 2022. They currently have a site plan awaiting One-Stop approval.

APPLICANT REQUEST

In their request letter, the developer cited multiple attempts to obtain the necessary sewer easement from the neighboring land-owner of the Lockwood Glen Subdivision and working with staff to realign Carothers Road due to an associated development not having a start date for their project as reasons for the delays in progress.

VESTING IMPACTS

If the vesting period is not extended, the project entitlements would cease to exist, and stop work orders would be issued, if applicable. A new development would need to be approved and would be reviewed against the current local development standards.

In reviewing the plan against the current City regulations, the current plan generally complies. If the extension were not approved, the biggest challenge this plan may have, if it is required to meet current development standards, is meeting the building type requirements for a house in Chapter 6.3. The house building type restricts the amount of the front facade that can be taken up by a front-facing garage to not more than 40% (measured from the outside edges of the doors) of the total linear width of the front facade. While the elevations are conceptual in nature in the Development Plan, the elevations indicate that they may not meet the current regulations for the house building type.

The Planning Commission and the Board of Mayor and Aldermen must decide if approving the vesting extension is in the best interest of the community. Should the request for vesting extension be denied, the applicant may continue to work towards meeting the first vesting milestone prior to their vesting expiring.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Franklin Planning Commission recommends approval of Resolution 2022-66 by a vote of 9-0. Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-66 if they determine that the continuation of vested rights is in the best interest of the community.

RESOLUTION 2022-66

A RESOLUTION AMENDING THE CAROTHERS GLEN PUD SUBDIVISION TO EXTEND THE VESTED RIGHTS, FOR THE PROPERTY LOCATED IN THE NORTH OF SOUTH CAROTHERS ROAD AND EAST OF SURREY LANE, AT 4338 AND 4340 SOUTH CAROTHERS ROAD.

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, has approved the zoning for the property as part of Ordinance 2019-34; and

WHEREAS, BOMA has approved the Planned Unit Development for the property as part of Resolution 2019-88; and

WHEREAS, in accordance with the provisions of the City of Franklin, Tennessee, Zoning Ordinance, and as required by Tennessee Code Annotated (T.C.A.) § 13-4-310, as amended, the approval of the Development Plan by the BOMA initiates a vesting period during which the development standards adopted by the City and in effect on the date of approval; and

WHEREAS, T.C.A. § 13-4-310 (d) (1) states that the vesting period applicable to a development plan shall be a period of three (3) years, beginning on the date of the local government's approval of the preliminary development plan; provided, that the applicant obtains local government secures any necessary permits and commences site preparation within the vesting period; and

WHEREAS, the Carothers Glen PUD vesting period began on December 10, 2019, and is set to expire on December 9, 2022, and the applicant has not obtained approval of a final development plan, secured any permits, or commenced site preparation; and

WHEREAS, T.C.A. § 13-4-310 (h) states that an amendment to an approved development plan by the developer must be approved by the local government to retain the protections of the vested property right, and a vested property right shall not terminate if the local government determines, in writing, that it is in the best interest of the community to allow the development to proceed under the amended plan without terminating the vested property right; and

WHEREAS, the Franklin Zoning Ordinance § 2.4.2 (16) states that upon the expiration of a vesting period for a Development Plan, construction may not proceed unless a new Development Plan is approved by the BOMA that meets all development standards in effect at the time of approval for portions of the project not already constructed or under construction or, alternatively, the BOMA may grant an extension of the vesting period if it determines, in writing, that it is in the best interest of the community to allow the development to proceed without terminating the vested property right; and

WHEREAS, the applicant has requested an extension of the vesting period for two years, until December 9, 2024.

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

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

PREMISES CONSIDERED	
Map-Parcel	Acres
089-30	19.07
089-30.01	3
Total	22.07

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

SECTION III. That the overall entitlements for the Carothers Glen PUD Subdivision, as outlined below and through Exhibit A, are as follows:

Entitlements	Apex Village PUD
Base Zone District	PD4 (2.030)
Character Area Overlay	MECO-6
Other Zoning Overlays	
Development Standard	Conventional
Number of Dwelling Units	45
Number of Nonresidential Square Footage	N/A
Number of Hotel Rooms	N/A
Connectivity Index	1.75
Open Space Requirements	Formal 1.12 acres required Informal 2.12 acres required
Number of Phases in Development	1

SECTION IV. That the original vesting period was initiated on December 10, 2019, and was set to expire on December 9, 2022. The amended development plan will now have until December 9, 2024, to secure any necessary permits and commence site preparation. If these requirements are met, then the vesting period shall be extended an additional two (2) years to commence construction and maintain any necessary permits to remain vested.

SECTION V. That the total vesting period of ten (10) years shall not be extended. If construction commences during this extended vesting period, the development standards applicable during the vesting period shall remain in effect until the local government has certified final completion of the development or project; provided, the total vesting period for the project shall not exceed ten (10) years

from the date of the original approval of the preliminary development plan December 10, 2019, and shall remain at December 9, 2029.

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

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

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2022.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

Eric S. Stuckey
City Administrator

Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PUBLIC HEARING HELD:

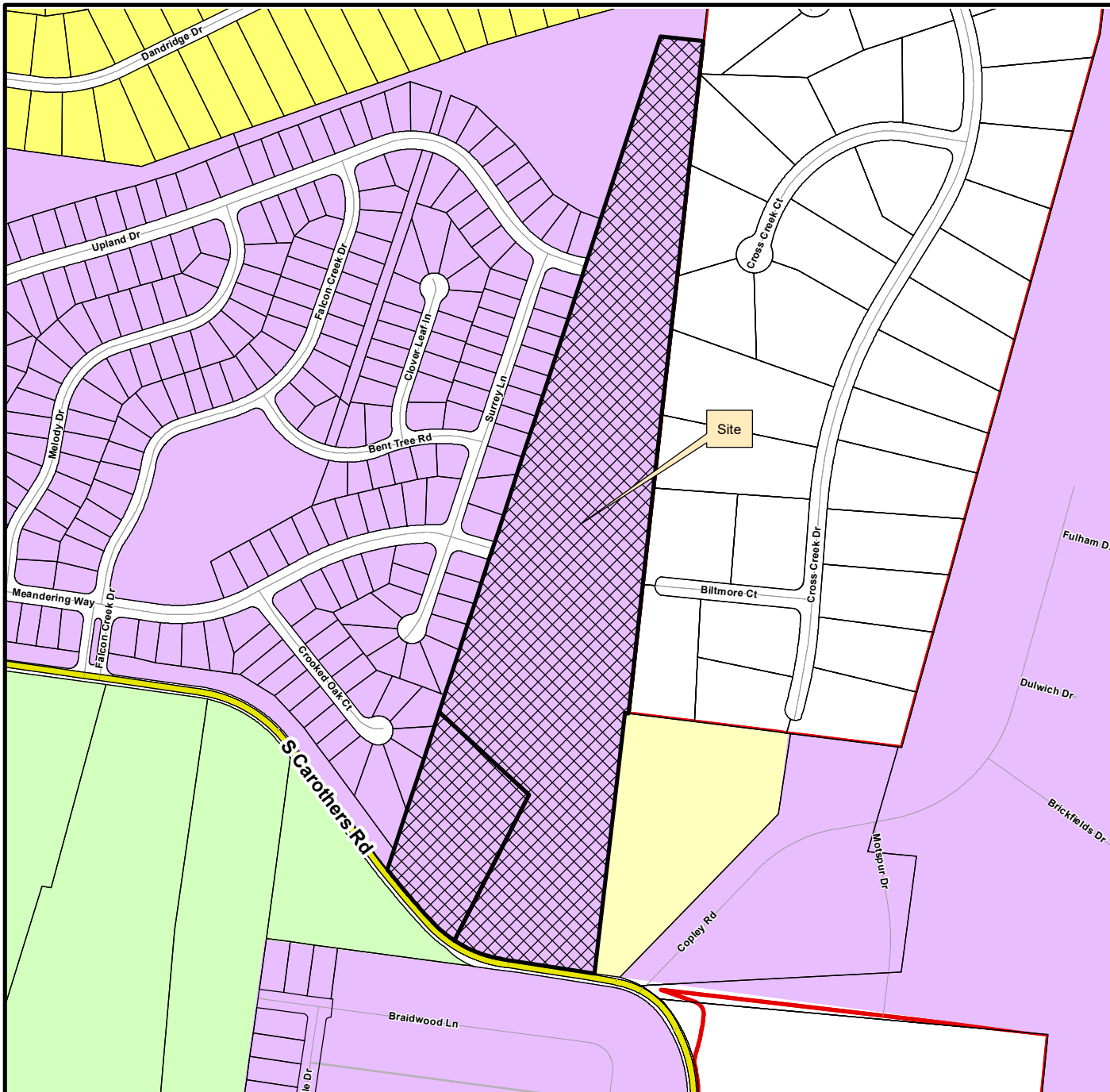
**EXHIBIT A
RESOLUTION 2022-66
CAROTHERS GLEN PUD SUBDIVISION
VESTING EXTENSION REQUEST**

Project Information

Vested Zoning: PD 2.03
Existing Land Use: Vacant
Proposed Land Use: Single - Family Residential
Vested Overlays: MECO - 6
Site Acreage: 22.07 acres
Proposed Stories: 2 stories
Proposed Number of Dwelling Units: 45

Legend

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



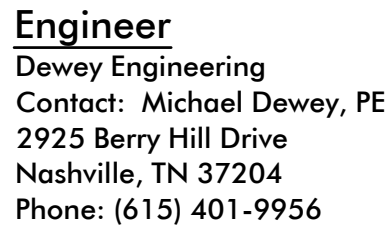
This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained herein.
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0 250 500 1,000
Feet



HISTORIC
FRANKLIN
TENNESSEE



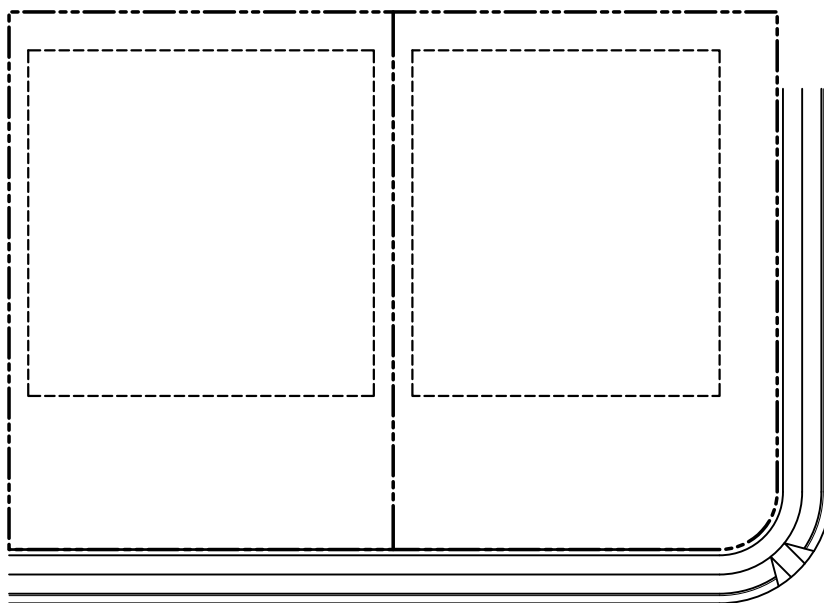
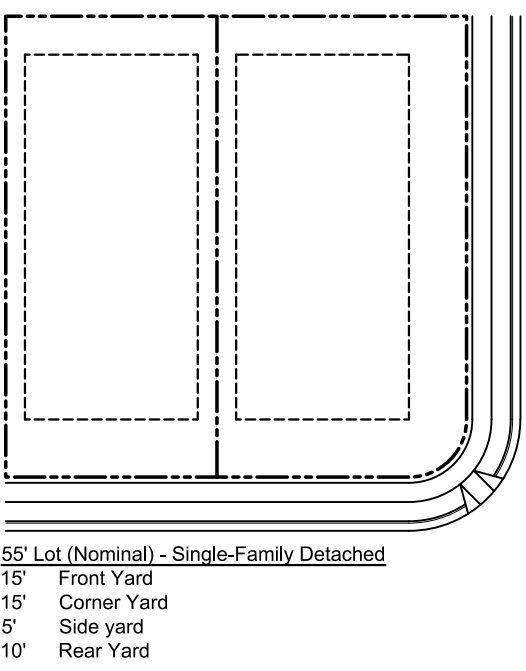
Lot Table	
Lot #	Area (sf)
26	6876
27	7117
28	6585
29	7080
30	6942
31	9589
32	7853
33	6600
34	8623
35	10310
36	9767
37	11519
38	9872
39	7704
40	11798
41	16675
42	18223
43	9636
44	18892
45	16491
46	66285
47	26310
48	64021
49	265326

PROJECT NAME:	Carothers Glen
PROJECT #	6773 (Development Plan) & 6772 (Rezoning Request)
SUBDIVISION:	4338 & 4340 South Carothers Road
LOT NUMBERS:	1-49
ADDRESS:	4338 & 4340 South Carothers Road
CITY:	Franklin
COUNTY:	Williamson County
STATE:	Tennessee
CIVIL DISTRICT:	14th
EXISTING ZONING & CHARACTER OV:	R-1, MECO-6 Character Overlay
PROPOSED ZONING:	SD-R
OTHER APPLICABLE OVERLAYS:	None
APPLICABLE DEVELOPMENT STDs:	Conventional
ACREAGE OF SITE/PROJECT AREA:	22.07 Acres
SQUARE FOOTAGE OF SITE:	961,263 ± Square Feet
MINIMUM REQUIRED SETBACK LINES (Single Family Detached):	
YARD FRONTING ON STREET:	15 Feet
SIDE YARD:	5 Feet & 15 Feet at Corner
REAR YARD:	10 Feet
DEVELOPER:	Sunnybrook Investment Company, LLC
ADDRESS:	1724 Boxwood Dr. Nashville, TN. 37211
PHONE NUMBER:	(615) 579-0234
EMAIL ADDRESS:	j-boz@live.com
CONTACT NAME:	Jeremy Boczulak
APPLICANT:	Dewey Engineering
ADDRESS:	2925 Berry Hill Dr Nashville 37204
PHONE NUMBER:	(615) 401-9956
E-MAIL ADDRESS:	mdewey@dewey-engineering.com
CONTACT NAME:	Michael Dewey, PE
BUILDING SQUARE FOOTAGE:	Not Applicable
BUILDING HEIGHT:	2 Stories Maximum
MAXIMUM FLOOR AREA RATIO:	Not Applicable
FLOOR AREA RATIO OF SITE:	Not Applicable
PROPOSED LANDSCAPE SURFACE:	Not Applicable
MIN. LANDSCAPE SURFACE RATIO:	0.20
MIN. PARKING REQUIREMENT:	Single-Family Detached: 2 per Dwelling
PARKING PROVIDED:	45 Garage, 45 Driveaway (45 SF Lots)
MAX. PARKING LIMIT:	For Attached Residential Only, No More Than 120% of the Minimum Parking Required.
EXISTING PARKING	Not Applicable
REQUIRED OFF-STREET LOADING:	None
OFF-STREET LOADING PROVIDED:	None
RESIDENTIAL DENSITY:	45 Single-Family Lots (2.04 Lots/Acre)
TREE CANOPY:	Not Applicable
PARKLAND:	"Fees in Lieu" at Final Plat
OPEN SPACE:	44% Proposed (15% Required for SD-R Zoning)
FORMAL OPEN SPACE:	1.52 Acres Proposed (1.16 Acres Required)
INFORMAL OPEN SPACE:	8.16 Acres Proposed (2.18 Acres Required)

Falcon Creek Lot Table		
Lot #	Area (sf)	75% Area (sf)
38	9380	7035
39	6265	4699
40	9528	7146
58	8245	6184
59	8000	6000
60	6422	4817
61	6001	4501
62	6000	4500
63	6757	5068
64	8877	6658
65	6626	4970

Carrothers Glen Adjacent Lot Table		
Lot #	Area (sf)	75% Area (sf)
7	7391	7035
8	7413	7146
9	7433	7146
10	7452	3184
18	7200	4501
19	6677	6658

There Shall be no Mowing, Clearing, Grading, Construction, Storage, or Disturbance of Vegetation in Riparian Buffers Except as Permitted by the City Engineer, or His Designee.



Lot Standards (Lots 1 & 40)
Typical House Square Footage - 2,200 - 3,000 sf

STATEMENT OF IMPACTS

WATER
WATER SERVICE WILL BE PROVIDED BY MILCROFTON UTILITY DISTRICT. A 6" WATER MAIN IS LOCATED ON SOUTH CAROTHERS ROAD.
 $45 \text{ SFUE} \times 350 \text{ GPD} = 15,750 \text{ GPD}$

SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN WILL CONNECT INTO EXISTING MANHOLES LOCATED AT THE INTERSECTION OF SURREY LANE & MEANDERING WAY, SURREY LANE & UPLAND DRIVE, & LOCKWOOD GLEN SUBDIVISION. THE DEVELOPER IS RESPONSIBLE FOR REMOVAL OF FALCON CREEK PUMP STATION AND THE RETURN OF ALL CITY OF FRANKLIN DEEMED ACCEPTABLE EQUIPMENT TO FRANKLIN WATER MANAGEMENT. ALL OTHER EQUIPMENT AND MATERIAL SHALL BE DISPOSED OF PROPERLY AS PART OF THE APPROVED SITE PLAN.

REPURIFIED (REUSE) WATER FACILITIES
REUSE WATER IS NOT AVAILABLE

STREET NETWORK
THE MAJOR THOROUGHFARE PLAN SHOWS SOUTH CAROTHERS ROAD WILL BE UPGRADED TO CITY STANDARDS.

DRAINAGE FACILITIES

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POLICE AND FIRE
FIRE STATION, STATION 2 (96 EAST) - 2.9 MILES DRIVING DISTANCE
COLUMBIA AVE. POLICE STATION - 4.8 MILES DRIVING DISTANCE

RECREATION FACILITIES
FRANKLIN RECREATIONAL COMPLEX - 7.7 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF ONE STUDENT PER
.64 HOMES.
 $45 \times .64 = 28.80$ STUDENTS

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REFUSE COLLECTION SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN
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RESTRICTIVE COVENANTS
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LAND USE PLAN COMPLIANCE
CHARACTER AREA OVERLAY: MECO-6
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
THE PROPOSED DEVELOPMENT CONSISTS OF 45 SINGLE FAMILY RESIDENCES
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CONSISTENT WITH THE ADJACENT NEIGHBORHOOD WEST OF THE
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2. NO RETAIL IS PLANNED FOR THIS PROPERTY.

LOCAL COMPATIBILITY
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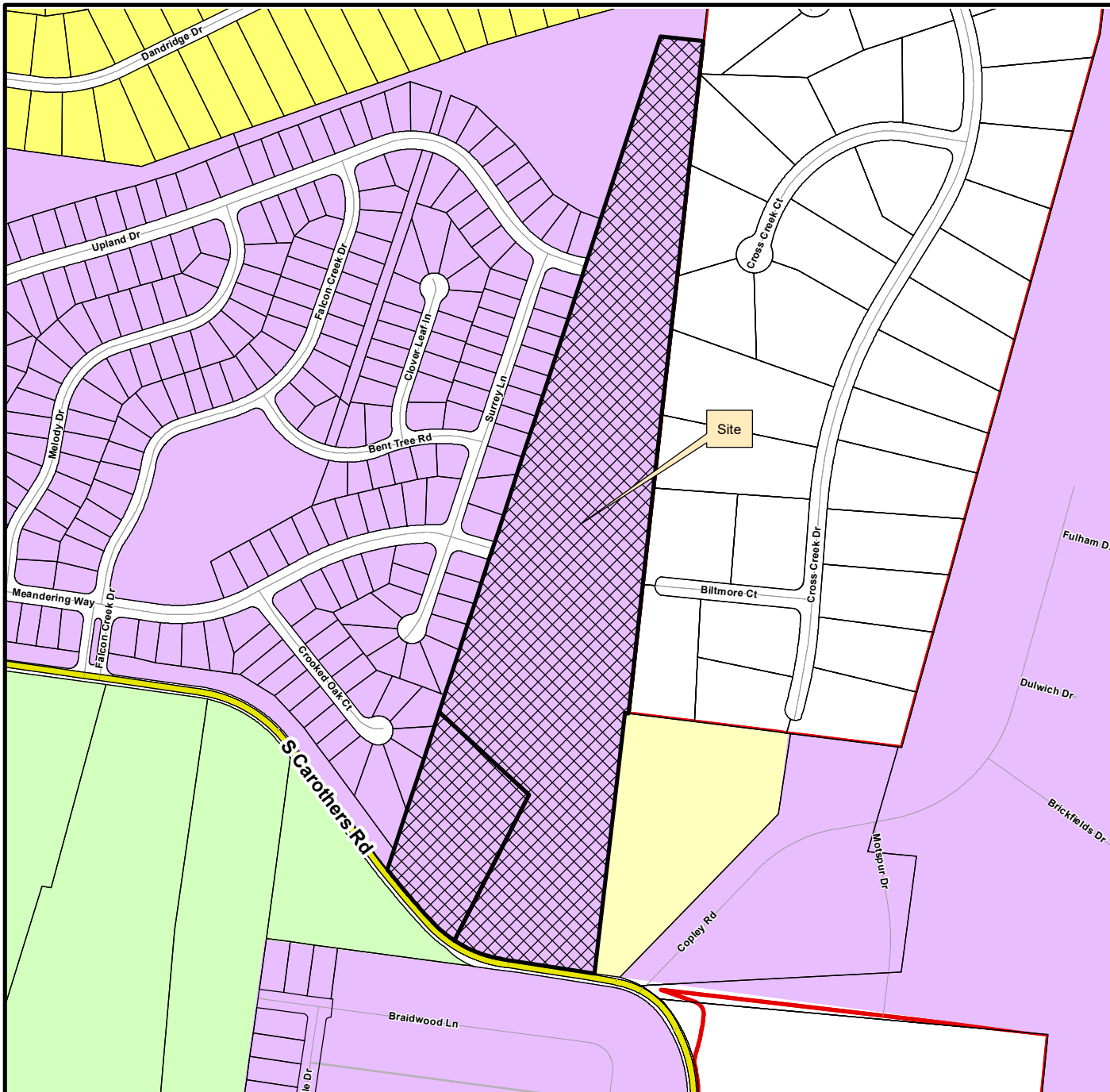
**EXHIBIT A
RESOLUTION 2022-66
CAROTHERS GLEN PUD SUBDIVISION
VESTING EXTENSION REQUEST**

Project Information

Vested Zoning: PD 2.03
Existing Land Use: Vacant
Proposed Land Use: Single - Family Residential
Vested Overlays: MECO - 6
Site Acreage: 22.07 acres
Proposed Stories: 2 stories
Proposed Number of Dwelling Units: 45

Legend

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



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



HISTORIC
FRANKLIN
TENNESSEE

Carothers Land Development Company, LLC
4300 SIDCO DR STE 200
NASHVILLE, TN 37204-4537 USA

September 19, 2022

VIA EMAIL

Ms. Amy Diaz Barriga
City of Franklin, Department of Planning & Sustainability
109 3rd Avenue South
Franklin, TN 37064

RE: Project Information COF Project Number: 7070
Applicant: Michael Dewey, Dewey Engineering
Owner: Carothers Glen Land Development,
Company, LLC

Dear Amy:

Carothers Glen Land Development Company, LLC respectfully requests a two-year vesting extension for the Carothers Glen PUD Subdivision Plan (Most recent Consideration Of Resolution 2019-88). The Resolution approval of the Development Plan was on December 10, 2019 and vested for a period of three (3) years. The expiration date of the Development Plan (if Site Plan Approval is not obtained, permits are not procured, and site preparation is not yet begun) is December 9, 2022. We respectfully request a two-year vesting extension so (when approved), it would extend the new vesting expiration date to December 9, 2024.

The reason for this request is that unforeseen challenges have presented themselves with multiple attempts to obtain the necessary sewer easement from neighboring land-owner of the Lochwood Glen Subdivision (believed to be operated by Ted Terry of Crescent Homes TN, LLC). We also spent the better part of 18 months working diligently with staff in engineering and roads to realign Carothers Road, due to the fact that Coletta Park not having a start date. These have both impacted our ability to start the development.

We are continuing to move forward with this plan, and are actively working with Vernon Gerth, Assistant City Administrator, to proceed with condemnation to obtain the necessary easements for the sewer. That said, a vesting extension would allow us more flexibility to go through the lengthy condemnation proceedings to obtain our easements and start the project.

We respectfully ask that you bring this before the Franklin Municipal Planning Commission for their approval recommendation and then to the Franklin Board of Mayor and Alderman for approval.

Sincerely,



Jeremy M. Boczulak
Manager
Carothers Glen Land Development Company, LLC

**RESOLUTION 2019-88
As Amended**

**A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR CAROTHERS GLEN PUD
SUBDIVISION FOR THE PROPERTY LOCATED NORTH OF SOUTH CAROTHERS ROAD AND
EAST OF SURREY LANE, AT 4338 & 4340 SOUTH CAROTHERS ROAD**

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, has, or will, approve the zoning for the property as part of Ordinance 2019-34; and

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

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

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

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

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

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

PREMISES CONSIDERED	
Map-Parcel	Acres
089-30	19.07
089-30.01	3
Total	22.07

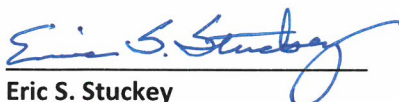
SECTION II. That the attached Location Map and Survey shall serve the purpose of further delineating the geographical boundaries as described by this Resolution.

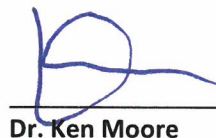
SECTION III. That the overall entitlements for the Carothers Glen as follows:

Entitlements	Carothers Glen
Base Zone District	SD-R 2.03
Character Area Overlay	MECO-6
Other Zoning Overlays	
Development Standard	Conventional
Number of Dwelling Units	45
Number of Nonresidential Square Footage	NA
Number of Hotel Rooms	NA
Connectivity Index	1.75
Open Space Requirements	Formal 1.12 acres required Informal 2.12 acres required
Number of Phases in Development	1

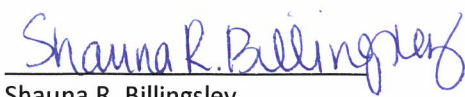
SECTION IV. That the Development Plan, the exhibits accompanying the Development Plan, and all conditions and restrictions placed upon the Development Plan by the Franklin Municipal Planning Commission and this Board shall be made a part of this Resolution as though copied verbatim herein, and that a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

SECTION V. That this Resolution shall take effect from and after the passage of Ordinance 2019-34, on third and final reading, the health, safety, and welfare of the citizens requiring it.


Eric S. Stuckey
City Administrator


Dr. Ken Moore
Mayor

Approved as to form by:


Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE:

July 2, 2019

BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:

August 22, 2019

NEIGHBORHOOD MEETING:

July 24, 2019

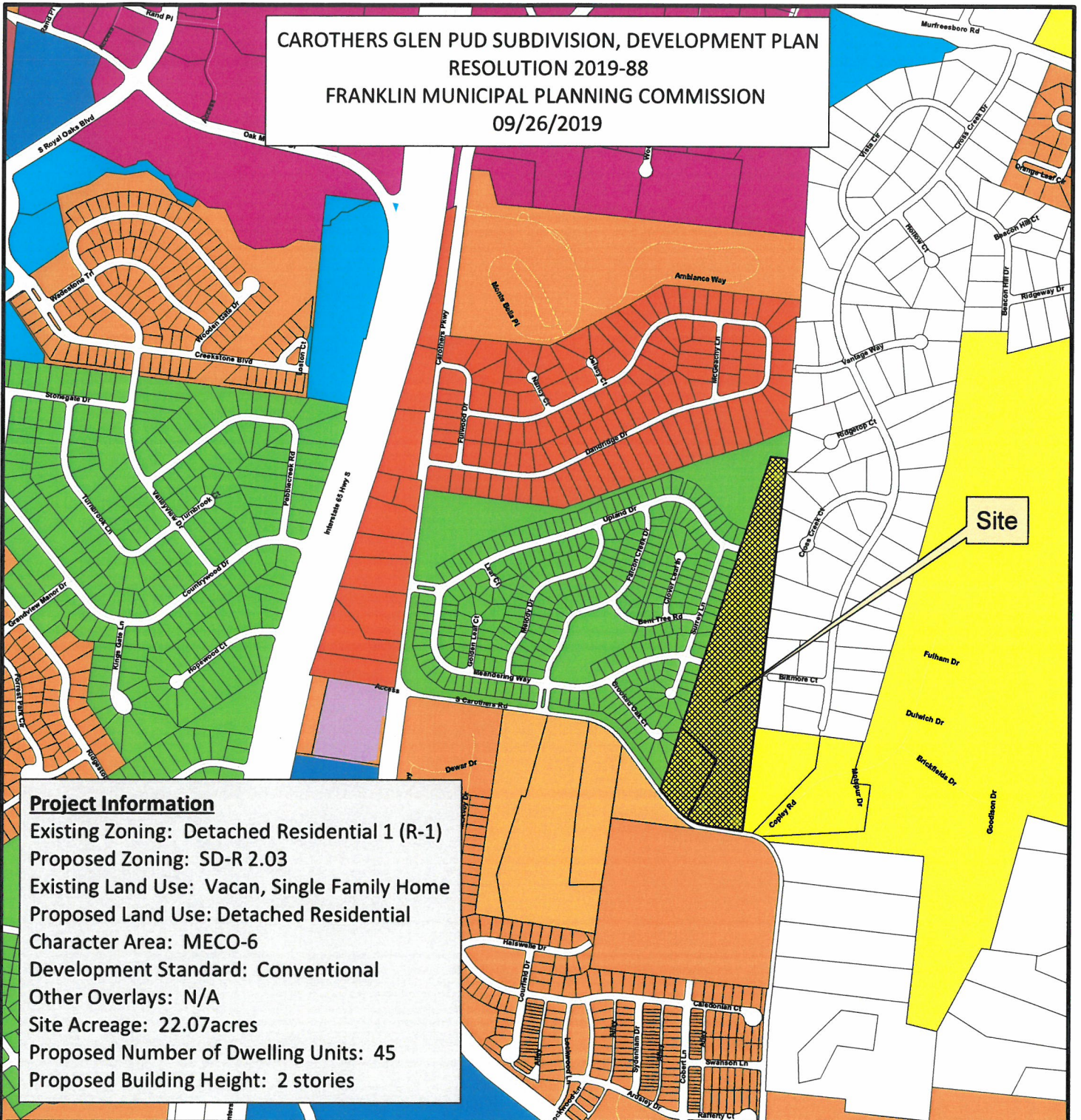
PLANNING COMMISSION RECOMMENDED APPROVAL:

9/26/2019

PUBLIC HEARING AND BOMA APPROVAL:

12/10/2019 7-1

CAROTHERS GLEN PUD SUBDIVISION, DEVELOPMENT PLAN
RESOLUTION 2019-88
FRANKLIN MUNICIPAL PLANNING COMMISSION
09/26/2019



Project Information

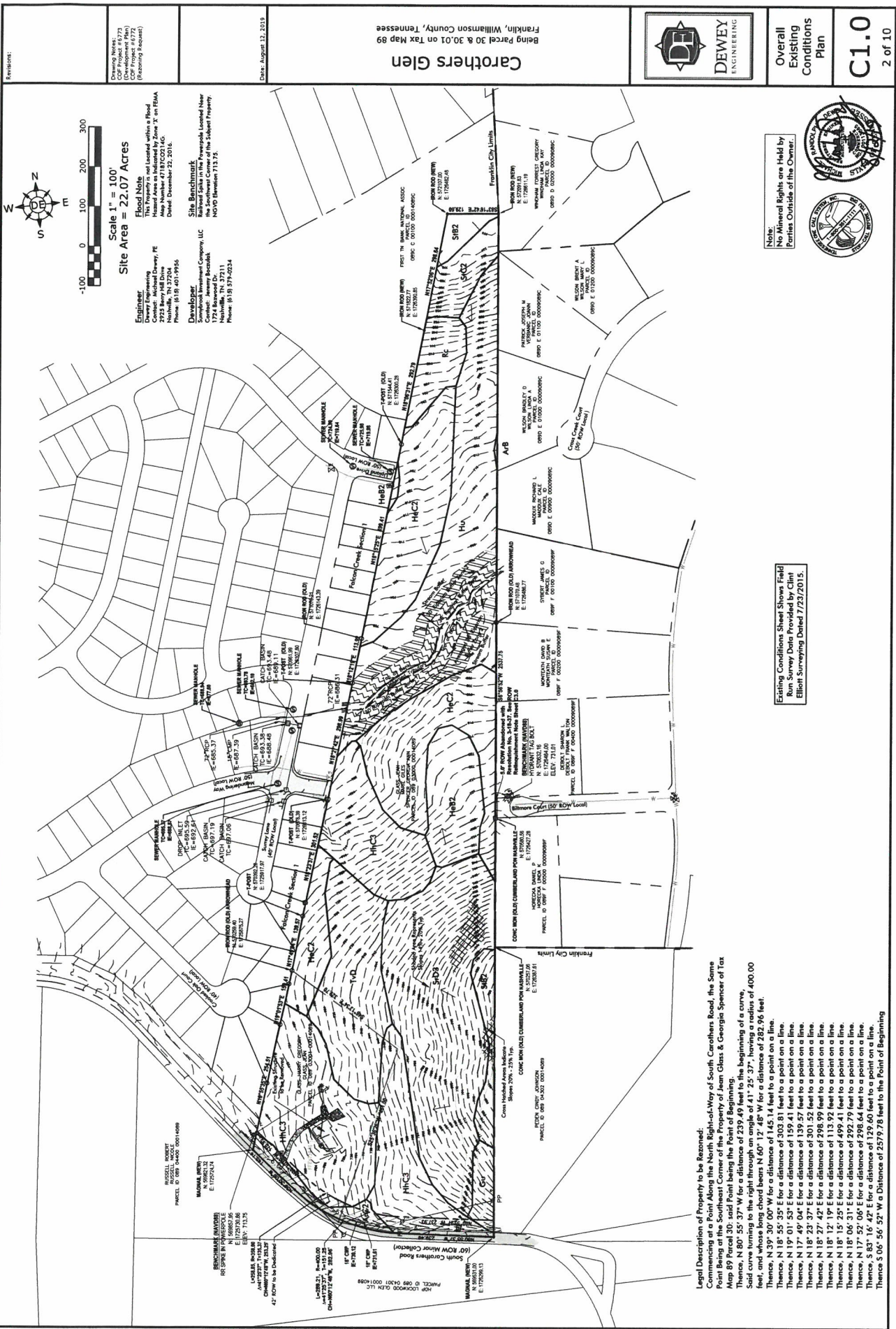
Existing Zoning: Detached Residential 1 (R-1)
 Proposed Zoning: SD-R 2.03
 Existing Land Use: Vacan, Single Family Home
 Proposed Land Use: Detached Residential
 Character Area: MECO-6
 Development Standard: Conventional
 Other Overlays: N/A
 Site Acreage: 22.07 acres
 Proposed Number of Dwelling Units: 45
 Proposed Building Height: 2 stories

- | | |
|--|---------------------------------------|
| MAP COF 7070 Carothers Glen DP | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
| R-2 Residential District | CC Central Commercial District |
| R-3 Residential District | NC Neighborhood Commercial District |
| R-6 Residential District | GC General Commercial District |
| RM-10 Attached 10 Residential District | LI Light Industrial District |
| RM-15 Attached 15 Residential District | HI Heavy Industrial District |
| RM-20 Attached 20 Residential District | CI Civic and Institutional District |



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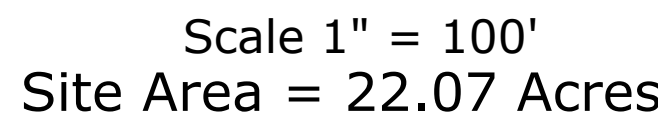


Drawing Notes:
COF Project #7070
(Development Plan)
COF Project #7069
(Rezoning Request)

Carothers Glen



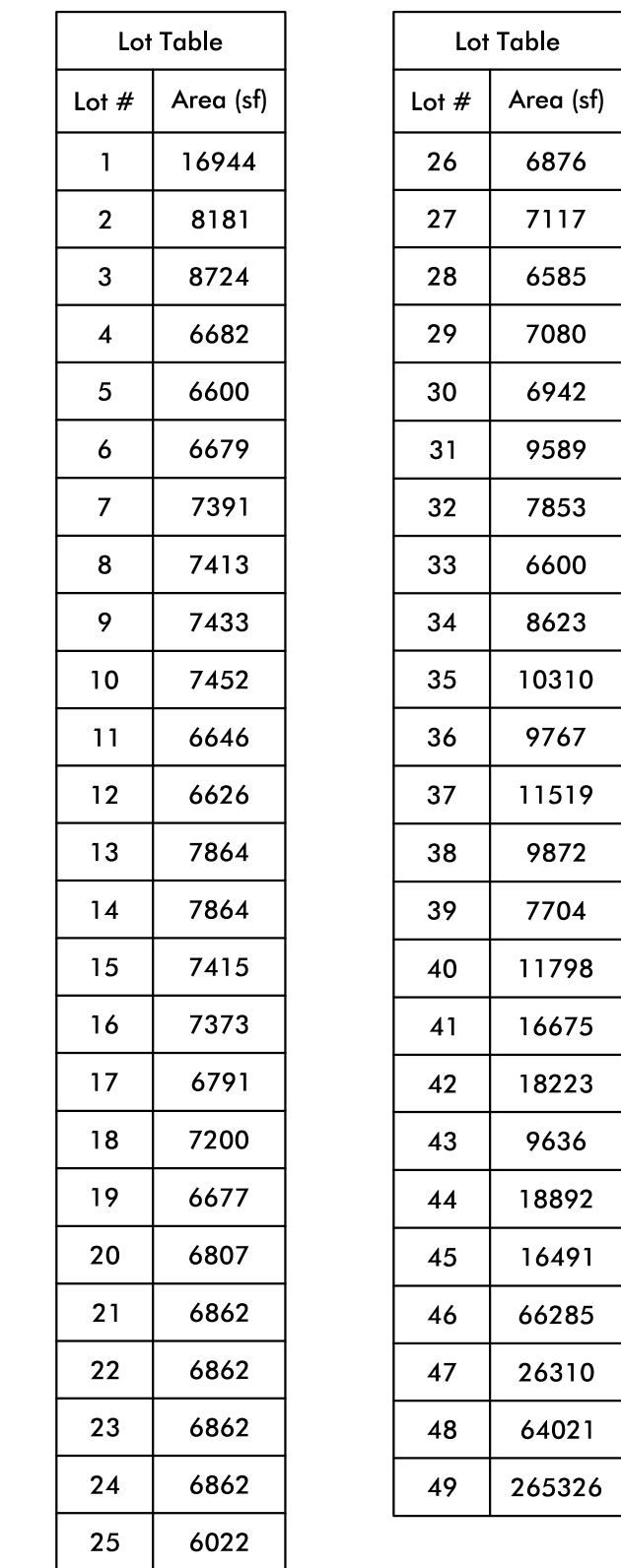
4 of 10



Flood Note

This Property is not Located within a Flood Hazard Area as Indicated by Zone 'X' on FEMA Map Number 47187CO214G.
Dated: December 22, 2016.

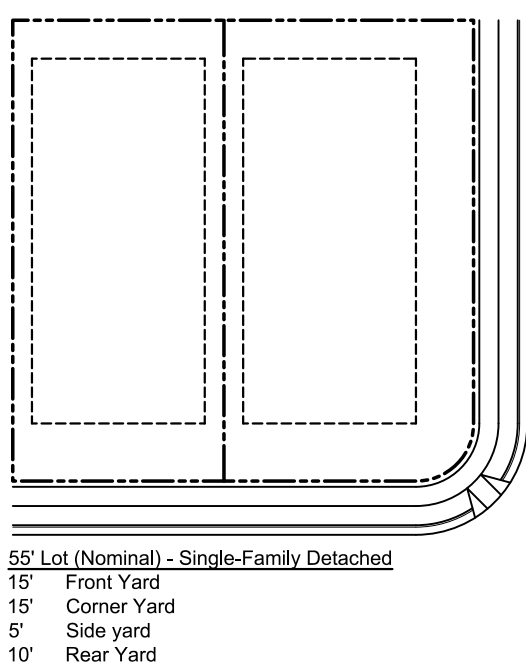
Site Benchmark
Railroad Spike in the Powerpole Located Near
the Southwest Corner of the Subject Property.
NGVD Elevation 713.75.



Site Data	
PROJECT NAME:	Carothers Glen
PROJECT #	6773 (Development Plan) & 6772 (Rezoning Request)
SUBDIVISION:	4338 & 4340 South Carothers Road
LOT NUMBERS:	1-49
ADDRESS:	4338 & 4340 South Carothers Road
CITY:	Franklin
COUNTY:	Williamson County
STATE:	Tennessee
CIVIL DISTRICT:	14th
EXISTING ZONING & CHARACTER OV:	R-1, MECCO-6 Character Overlay
PROPOSED ZONING:	SD-R
OTHER APPLICABLE OVERLAYS:	None
APPLICABLE DEVELOPMENT STDs:	Conventional
ACREAGE OF SITE/PROJECT AREA:	22.07 Acres
SQUARE FOOTAGE OF SITE:	961,263 + Square Feet
MINIMUM REQUIRED SETBACK LINES (Single Family Detached):	
YARD FRONTING ON STREET:	15 Feet
SIDE YARD:	5 Feet & 15 Feet at Corner
REAR YARD:	10 Feet
DEVELOPER:	Sunnybrook Investment Company, LLC
ADDRESS:	1724 Boxwood Dr. Nashville, TN, 37211
PHONE NUMBER:	(615) 579-0234
EMAIL ADDRESS:	j-boz@live.com
CONTACT NAME:	Jeremy Boczulak
APPLICANT:	Dewey Engineering
ADDRESS:	2925 Berry Hill Dr Nashville 37204
PHONE NUMBER:	(615) 401-9956
E-MAIL ADDRESS:	mdewey@dewey-engineering.com
CONTACT NAME:	Michael Dewey, PE
BUILDING SQUARE FOOTAGE:	Not Applicable
BUILDING HEIGHT:	2 Stories Maximum
MAXIMUM FLOOR AREA RATIO:	Not Applicable
FLOOR AREA RATIO OF SITE:	Not Applicable
PROPOSED LANDSCAPE SURFACE:	Not Applicable
MIN. LANDSCAPE SURFACE RATIO:	0.20
MIN. PARKING REQUIREMENT:	Single-Family Detached: 2 per Dwelling
PARKING PROVIDED:	45 Garage, 45 Driveway (45 SF Lots)
MAX. PARKING LIMIT:	For Attached Residential Only, No More Than 120% of the Minimum Parking Required.
EXISTING PARKING	Not Applicable
REQUIRED OFF-STREET LOADING:	None
OFF-STREET LOADING PROVIDED:	None
RESIDENTIAL DENSITY:	45 Single-Family Lots (2.04 Lots/Acre)
TREE CANOPY:	Not Applicable
PARKLAND:	"Fees in Lieu" at Final Plat
OPEN SPACE:	44% Proposed (15% Required for SD-R Zoning)
FORMAL OPEN SPACE:	1.52 Acres Proposed (1.16 Acres Required)
INFORMAL OPEN SPACE:	1.86 Acres Proposed (2.18 Acres Required)

Falcon Creek Lot Table		
Lot #	Area (sf)	75% Area (sf)
38	9380	7035
39	6265	4699
40	9528	7146
58	8245	6184
59	8000	6000
60	6422	4817
61	6001	4501
62	6000	4500
63	6757	5068
64	8877	6658
65	6626	4970

Note: 75% Lot Area Column is Used for Adjacent Lot Table

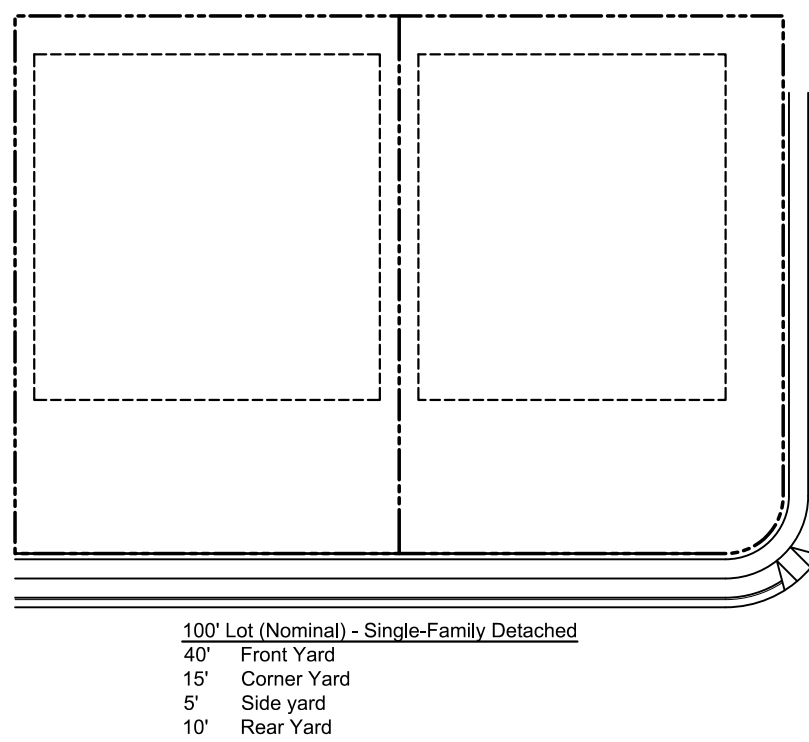


Lot Standards (Lots 2-39 & 41-45)
Typical House Square Footage - 2,200 - 3,000 sq ft

Lot #	Area (sf)	75% Area (sf)
7	7391	7035
8	7413	7146
9	7433	7146
10	7452	3184
18	7200	4501
19	6677	6658

Note: Where Carothers Glen Lot Straddles Two or More Falcon Creek Lots the Largest Area Falcon Creek Lot Area is Used for Comparison

There Shall be no Mowing, Clearing, Grading, Construction, Storage, or Disturbance of Vegetation in Riparian Buffers Except as Permitted by the City Engineer, or His Designee.



Lot Standards (Lots 1 & 40)
Typical House Square Footage - 2,200 - 3,000 sf

Note: Building Envelopes Shall be Located Outside of any Easements as Shown in the Plan View Above. Lots 2, 3, 19, 22, 23, 41 and 42, are Critical Lots and Include PUDAE's on the Residential Lot.

WATER
WATER SERVICE WILL BE PROVIDED BY MILCROFTON UTILITY DISTRICT. A 6" WATER MAIN IS LOCATED ON SOUTH CAROTHERS ROAD.
45 SFUE * 350 GPD = 15,750 GPD

SEWER

SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN WILL CONNECT INTO EXISTING MANHOLES LOCATED AT THE INTERSECTION OF SURREY LANE & MEANDERING WAY, SURREY LANE & UPLAND DRIVE, & LOCKWOOD GLEN SUBDIVISION. THE DEVELOPER IS RESPONSIBLE FOR REMOVAL OF FALCON CREEK PUMP STATION AND THE RETURN OF ALL CITY OF FRANKLIN DEEMED ACCEPTABLE EQUIPMENT TO FRANKLIN WATER MANAGEMENT. ALL OTHER EQUIPMENT AND MATERIAL SHALL BE DISPOSED OF PROPERLY AS PART OF THE APPROVED SITE PLAN.

REPURIFIED (REUSE) WATER FACILITIES
REUSE WATER IS NOT AVAILABLE

STREET NETWORK
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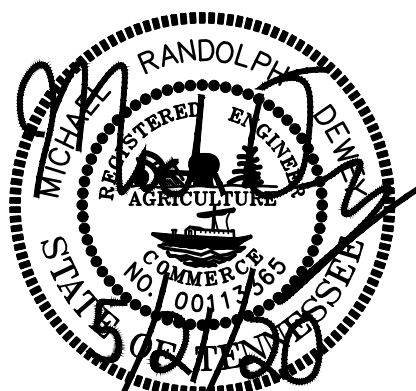
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File #: 21-03760

DATE: November 2, 2022

TO: Board of Mayor and Aldermen

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

SUBJECT:

*Consideration Of Resolution 2022-77, A Resolution For Obtaining Guidance From The Franklin Board Of Mayor And Aldermen On Mitigating The Impact Of Vehicular Traffic On Failing Intersections Located In The Vicinity Of The Proposed Optima Development In Cool Springs
WS 10/25/22

PURPOSE:

The purpose of this memorandum is to provide additional information to the Board of Mayor and Aldermen (BOMA) regarding traffic impacts that are projected to be generated by The Optima Franklin (Optima) development project, which is to be located adjacent to the West McEwen Drive and Cool Springs Boulevard intersection, and the arterial road improvements that have been recommended to mitigate intersection failures as identified in the development Traffic Impact Analysis (TIA).

BACKGROUND/STAFF COMMENTS:

The Optima development Traffic Impact Analysis (TIA) and the Cool Springs Transportation Network Study recommended certain improvements to failing intersections in the vicinity that have been shared and discussed with the Board of Mayor and Aldermen during their Worksessions on October 11 and October 25. Files are attached that include the information discussed during the two Worksessions and include an additional option for the aldermen's consideration. Resolution 2022-77 will appear on the Board of Mayor and Aldermen voting meeting for the purpose of selecting an option and providing specific guidance to the developer and staff on the intersection improvements to be required of the Optima project and team, if any. A new and updated memorandum labeled 22-10-31 is attached that includes additional information and clarity in support of staff's recommendation.

FINANCIAL IMPACT:

As previously discussed during the Worksessions on October 11 and October 25, the financial implications vary based on the intersection improvements and option selected. The attached files, which were presented during the two Worksessions in October, provide an estimate of construction costs and the staff recommendation for the Board of Mayor and Aldermen to consider contributing

\$1.7 million dollars in non-allocated arterial road impact fees toward the cost of improving the Mallory Lane/Cool Springs Intersection and I-65 southbound on-ramp.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen select Option 4 and approve Resolution 2022-77.

RESOLUTION 2022-77

A RESOLUTION FOR OBTAINING GUIDANCE FROM THE FRANKLIN BOARD OF MAYOR AND ALDERMEN ON MITIGATING THE IMPACT OF VEHICULAR TRAFFIC ON FAILING INTERSECTIONS LOCATED IN THE VICINITY OF THE PROPOSED OPTIMA DEVELOPMENT IN COOL SPRINGS

WHEREAS, National Healthcare Corporation and their development team have submitted a Development Plan known as The Optima Franklin PUD Subdivision COF Project #7896 (the “Development Project”) and

WHEREAS, the Development Plan as proposed, includes 348 multi-family units, a 130 key hotel, and 28,200 sq. ft. of retail/office space; and

WHEREAS, a Traffic Impact Analysis (TIA) has been submitted and reviewed for the proposed Optima project and evaluated with the recently completed Cools Springs Transportation Study; and

WHEREAS, based on information provided in these studies and the projected vehicular traffic generated by the proposed Development Project, improvements were identified and recommended for the Cool Springs Blvd./McEwen Drive Intersection immediately adjacent to their property and, to the failing intersection’s located at Cool Springs Blvd./Mallory Lane (which includes improvements to the I-65 southbound on-ramp), and the McEwen Blvd/Mallory Lane intersections; and

WHEREAS, the City Engineer and City Traffic Engineer based on the Development Project’s TIA, the Cool Springs Transportation Study, and the City’s TIA Guidelines recommended options to the Franklin Board of Mayor and Aldermen for mitigating the additional impact of vehicular traffic generated by the Development Project on the failing Cool Springs Blvd./Mallory Lane (which includes improvements to the I-65 southbound on-ramp), and the McEwen Blvd/Mallory Lane intersections; and

WHEREAS, the Board of Mayor and Aldermen during their Worksessions on October 11, 2022, and October 25, 2022, discussed the options and requested a resolution be placed on the November 8, 2022 Board of Mayor and Aldermen Meeting for the purpose of selecting an option for mitigating the additional impact of vehicle traffic generated by the Development Project on the failing intersections; and

WHEREAS, following the October 25, 2022, Worksession, the City Engineer and City Traffic Engineer drafted an additional option that phases the development of the project in the event the Board of Mayor and Aldermen decide that the city should be responsible for designing and constructing the improvements to mitigate the growing impact of vehicular traffic on the failing Cool Springs Blvd/Mallory Lane Intersection and I-65 southbound on-ramp; and

WHEREAS, the City Engineer, City Traffic Engineer, and City’s TIA Guidelines recommend capping the development density to 250 peak hour trips until the Cool Springs Blvd/Mallory Lane Intersection and I-65 southbound on-ramp improvements can be fully completed and approved for use; and

WHEREAS, City staff requests direction from the Board of Mayor and Aldermen for the purpose of drafting a Road Impact Fee Off-Set Agreement for the Development Project so the Rezoning, Development Plan, Road Impact and Parkland Development Agreements can be finalized and presented to the Board of Mayor Aldermen at a future meeting for consideration; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to proceed with preparing the Road Impact Fee Off-Set Agreement as stated below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that Option _____ is selected and requests City staff to proceed with preparing a Road Impact Fee Off-Set Agreement that, along with the routine terms and requirement for road improvements adjacent to the Development Project, implements the selected option for the proposed Development Project and that said Road Impact Fee Off-Set Agreement shall accompany the Development Plan through the remaining development approval process which may include modifying the Conditions of Approval and presenting the change to the Franklin Municipal Planning Commission for consideration.

- Option 1: Require the Optima Franklin PUD Subdivision team to improve the Mallory Lane/Cool Springs Blvd. intersection and I-65 southbound on-ramp at their cost.
- Option 2. Ask staff to create a Capital Project Sheet for the Mallory Lane/Cool Springs Blvd. intersection and I-65 southbound on-ramp for future consideration by the BOMA. With this option the BOMA allows the development to be approved which would allow the developer to commence and complete the project but there would be no assurance these road improvements be rise to the level of being funded and eventually constructed when the BOMA considers funding new capital projects in the future.
- Option 3. Do not require the Optima Franklin PUD Subdivision team to make any improvements to the Cool Springs Blvd./ Mallory Lane Intersection and I-65 southbound on-ramp acknowledging an increase to the current intersection failure per the TIA. This option would allow the development to be approved and would allow the developer to pull permits, but the road improvements would not made prior to the development being completed and occupied.
- Option 4. Combine the Arterial Road Impact Fees with other unallocated Arterial Road Impact Fees which at this point are estimated to be \$ 1,723,246 and have The Optima Franklin PUD Subdivision team manage the construction of the improvements to the Mallory Lane/Cool Springs Blvd. intersection and I-65 southbound on-ramp. Except for the costs associated with overseeing and managing the intersection improvements and, the improvements to the I-65 southbound on-ramp as discussed, with this option the developer would not be required to provide any additional funding toward any land needed for right-way, costs associated with the labor, equipment, supplies, and materials needed to physically construct the improvements, or the related engineering and design costs as specified in Section 16-417(3) of the City of Franklin Municipal Code, Road Impact Fee Ordinance.
- Option 5. Ask staff to create a Capital Project Sheet for the Cool Springs Blvd./Mallory Lane intersection and I-65 southbound on-ramp for future consideration by the BOMA and require OPTIMA to phase their development by reducing the unadjusted total trip generation during the peak hour from 390 to 250 trips until such time the Cool Springs Blvd/Mallory Lane Intersection and I-65 southbound on-ramp improvements are designed and constructed. This option would allow for the 348 multi-family units and 130 key hotel to proceed with the proposed 28,200 sq. ft. of retail/office space conditioned on the Cool Springs Blvd./Mallory Lane intersection and I-65 southbound on-ramp improvements being designed and constructed prior to the issuance of a building permit(s).

IT IS SO RESOLVED AND DONE on this the _____ day of November 2022.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

October 31, 2022

To: Board of Mayor and Alderman

From: Eric Stuckey, City Administrator
Vernon Gerth, ACA-Community & Economic Development
Paul Holzen, City Engineer

Subject: Proposed Optima Development Plan and Required Road Improvements

Purpose:

The purpose of this memorandum is to provide additional information to the Board of Mayor and Aldermen (BOMA) regarding traffic impacts that are projected to be generated by The Optima Franklin (Optima) development project, which is to be located adjacent to the West McEwen Drive and Cool Springs Boulevard intersection, and the arterial road improvements that have been recommended to mitigate intersection failures as identified in the development Traffic Impact Analysis (TIA).

Background:

The Optima development Traffic Impact Analysis (TIA) and the Cool Springs Transportation Network Study recommended the following improvements:

1) **Project Site Access Improvements at West McEwen Drive and Cool Springs Blvd.**

The Optima TIA recommended the following improvements:

- a. The proposed southbound approach of West McEwen Drive **exiting Optima** should include one lane for traffic entering the development and three (3) lanes for traffic exiting the development. The Exiting lanes should consist of a left turn lane, a thru lane and a right-turn lane.
- b. An eastbound left turn lane should be installed on Cool Springs Blvd. for traffic **entering Optima**. The left-turn lane should have a storage length of 175 feet.
- c. A westbound right-turn lane should be installed on Cool Springs Blvd. for traffic **entering Optima**.
- d. A northbound approach of West McEwen Drive should be modified to provide two (2) lanes for traffic exiting the intersection (Existing), two (2) left turn lanes (Existing), one (1) new thru lane for traffic **entering Optima (Proposed)**, and one (1) right turn lane (Existing).

It should be noted that these improvements, while expensive, provide no benefit to the arterial roadway system and therefore **DO NOT QUALIFY** for a Road Impact Fee Offset. **These improvements only provide benefit to Optima**, not the overall roadway network, which is the intent of a Road Impact Fee Offset.

2) **Roadway Network Improvements to Mallory Lane and Cool Springs Blvd.**

The City's Cool Springs Transportation Network Study and Optima's TIA recommend the following improvements:

- a. Reconfigure (*i.e.* restripe) the existing northbound shared, thru/right-turn lane to a thru lane only.
- b. Add a new, dedicated northbound right-turn lane and a new, third southbound left-turn lane on Mallory Lane. This improvement will require some additional ramp work to be completed on the I-65 southbound on-ramp interchange.

3) Roadway Network Improvements to West McEwen Drive and Mallory Lane

The City's Cool Springs Transportation Network Study and Optima's TIA recommend the following:

- a. Add a southbound left-turn lane and add a shared through/right lane southbound
- b. Reconfigure (*i.e.* restripe) the eastbound, outside right-turn lane to a thru lane and add an eastbound right turn lane.

Staff is constantly evaluating infrastructure in and around the City as new developments are proposed. It is vitally important for the city to balance economic development, growth and infrastructure to ensure that we can maintain the quality of life in the City of Franklin. The Comprehensive Transportation Network Plan and the Cool Springs Transportation Plan are two documents used to help staff with planning the required short and long-term infrastructure needed to support existing and proposed development around the City. As part of the Cool Springs Transportation Network Study, staff evaluated the existing land use and potential development allowed under Envision Franklin. The study recommends numerous roadway projects within the Cool Springs area to help alleviate failures. In summary 64 intersections were evaluated and it is projected that 51 of them will be at failure (LOS E & F) in the AM and 58 to be at failure in the PM. The only way to avoid these failures in the Cool Springs area would be to build more roadways or limit development densities in and around the city.

Historically, the City has always required developments to help offset impacts on existing infrastructure. In fact, most developers are typically happy to partner with the city to deliver infrastructure projects in conjunction with their proposed development. The attached Exhibit A is a list of road impact fee offset agreements approved by the BOMA between 2011 and 2021. In that timeframe, the BOMA approved twenty-five (25) Road Impact Fee Offset Agreements that can be generally categorized as:

- *Major* Infrastructure Improvements – 16 agreements,
- *Minor* Infrastructure Improvements – 7 agreements, and
- Right-of-Way Purchase – 2 agreements.

This approach has historically ensured that the city is able to deliver infrastructure to support development. It is staff's opinion that developers should be encouraged to partner in the delivery of infrastructure and discouraged from placing this burden fully on the city.

During previous work sessions, the comment to *not* "piecemeal these improvements" has been stated. Staff fully agrees with this comment. The proposed improvements are based on the Cool Springs Transportation Network Study and would build-out the intersection to its needed future capacity, to the extent possible.

Some other options could include the following:

- 1) Limit development on this property and other properties in the Cool Springs area until staff is able to deliver necessary infrastructure projects. Infrastructure projects of this size and magnitude typically require approximately 4 to 5 years to reach the construction phase when managed by the City. This time frame is based on requirements associated with local government. Some examples include our purchasing policies, contract approval requirements, and overall workload. Private development can typically get a project of this magnitude to construction in 2 to 3 years.
- 2) Approve the development with a cap until the City is able to deliver the necessary infrastructure projects.

One final element to consider is **Safety**. Most of the accidents that occur along this corridor are located at the uncontrolled intersection and median cuts along Cool Springs Blvd. Given the approved land uses, development,

and traffic volumes, these uncontrolled intersections and median cuts along Cool Springs Blvd. need to be closed or restricted in a concerted effort to improve the overall safety of the corridor. While staff can easily make a case for this, the closure of medians is usually not a popular option for business owners and is typically controversial. However, the closure and/or restriction of these unnecessary intersections and median cuts are often necessary to maintain efficient and safe traffic flow, especially along heavily congested corridors that have crashes at these locations, such as those in the Cool Springs area.

Recommendation:

As recommended previously, the developer should be held accountable and be required to mitigate their impact on the intersection of Cool Springs Blvd and Mallory Lane by partnering with the City to deliver the improvements identified in the TIA and the Cool Springs Transportation Study.

2021-2011 - Summary of Road Impact Fee Offset Agreements

COF CONTRACT	DATE APPROVED	DEVELOPMENT	COST	IMPROVEMENTS
2021-0093	5/28/2021	Southvale PUD Subdivision	\$650,000 Arterial \$1,324,876 Collector	• Signalization at Lewisburg Pike and Stream Valley Blvd. • East/West minor Collector Roadway stub for Lewisburg Pike
2021-0020	4/13/2021	Chadwell PUD Subdivision	\$1,334,802 Arterial	• An Eastbound thru lane on Goose Creek Bypass at Berry Farms Crossing. • Traffic Signal Improvements at Goose Creek Bypass and Berry Farms Crossing
2020-0313	2/9/2021	TOB School Site Plan	\$108,094	ROW Dedication Only
2020-0141	10/13/2020	Westhaven PUD Subdivision	\$950,000 Arterial \$2,000,000 Collector	• Traffic signal at Stonewater Blvd and SR96 • Eastbound left on HWY 96 @ SR96 @ Mack Hatcher • Southbound left on Mack Hatcher at Townsend Blvd/Access A • Improvements of Boyd Mill Ave
2020-0133	9/22/2020	The Vintage at Watson Glen PUD	\$852,958 Arterial	South Royal Oaks Improvements
2020-0135	7/14/2020	East Works	\$8,266,000	Carothers Parkway, Cool Springs Blvd Improvements and I65 On Ramps
2019-0221	2/25/2020	Southbrooke PUD Subdivision	\$2,974,930 Arterial	• Upgrades to the Lewisburg Pike and Goose Creek Bypass Intersection • NOTE: Developer will pay \$922,202.00 and the City will pay \$2,052,728 in impact fees.
2019-0134	9/10/2019	McEwen Place PUD Subdivision	\$402,205.50	West McEwen Drive and Aspen Grove Drive Signal Improvements
2019-0003	8/13/2019	Avalon Square PUD Subdivision	\$196,660.76	Median Improvements on Cool Springs Blvd and McEwen Drive.
2019-0178	6/11/2019	Aureum	\$5,980,000 Arterial	Widen East McEwen Drive and Carothers Parkway
2019-0094	3/23/2019	Huffines Property PUD Subdivision	\$135,859 Arterial	ROW dedication only
2018-0231	1/8/2019	Carothers Chase PUD Subdivision	\$312,250 Collector	South Carothers Road Widening Project

COF CONTRACT	DATE APPROVED	DEVELOPMENT	COST	IMPROVEMENTS
2018-0228	11/13/2018	Carothers Crossing West PUD Subdivision	\$249,358.30 Arterial	Liberty Pike Improvements
2018-0176	11/13/2018	Medcore Medical Office Building Subdivision, Lot 3	\$462,954 Arterial	Traffic Signal at Carothers Parkway and Physicians Way
2019-0031	2/26/2018	Reese Farm PUD Subdivision	\$356,769 Collector	Del Rio Pike Improvements
2018-0003	2/13/2018	Liberty Station Subdivision	\$370,997.00 Arterial	Intersection Improvements at Carothers Parkway and Liberty Pike
2017-0293	12/12/2017	Colletta Park PUD Subdivision	\$1,458,793 Collector	• South Carothers Roadway Improvements • Note: Developer will contribute \$664,660 and the City will contribute \$794,133
2017-0283	12/12/2017	Avalon Squared	\$2,969,432.31 Arterial \$309,519.22 Collector	McEwen Drive, Cool Springs Boulevard Extension and Oxford Glen Drive
2016-0299	11/18/2016	Iron Horse Development	\$625,079 Arterial	Mallory Station Road and Franklin Road Intersection Improvements.
2015-0418	2/9/2016	SouthStar, LLC	\$2,850,000 Arterial	Liberty Pike Improvements
2014-0344	3/10/2015	Harpeth Square	\$1,283,355 Arterial	Improvements to 1 st Ave North and Bridge Street
2014-0116	1/13/2015	Artesa PUD Subdivision	\$156,761.18 Arterial	Traffic Signal Installation at Cool Springs Boulevard and Windcross Court.
2013-0016	3/26/2013	The Highlands of Ladd Park Subdivision	\$1,707,052.29 Arterial	• Construction of Carothers Parkway • Developer \$1,121,164.19 • City \$585,888.10
2011-0055	5/24/2011	Berry Farms Town Center	\$3,742,511 Arterial	Lewisburg Pike Improvements
2011-0047	4/26/2011	McEwen Town Center	\$136,440 Arterial	McEwen Drive and Mallory Lane

October 25, 2022

To: Board of Mayor and Alderman

From: Eric Stuckey, City Administrator
Vernon Gerth, ACA-Community & Economic Development
Paul Holzen, City Engineer
Adam Moser, City Traffic Engineer
Jimmy Wiseman, Assistant City Engineer

Subject: Proposed Optima Development Plan and Required Road Improvements

Purpose:

The purpose of this memorandum to provide additional information to the Board of Mayor and Aldermen regarding traffic impacts and the recommended arterial road improvements for the proposed Optima development project which is located adjacent to the McEwen Drive/Cool Springs Blvd. intersection.

Background:

As discussed during the October 11 Worksession, Paul Holzen, and Adam Moser shared information regarding the current and additional traffic impacts on the already failing Cool Springs Blvd./Mallory Lane and, McEwen Drive/Mallory Lane intersections. These traffic impacts were identified in the Cool Springs Transportation Network Study and the Traffic Impact Analysis completed for the Optima project. Paul and Adam also shared staff's recommendation for the Optima development team to improve the Cool Springs Blvd./Mallory Lane intersection and I-65 southbound on-ramp. This recommendation also included the BOMA's consideration of contributing non-obligated arterial road impact fees to offset most of the financial burden associated with the physical roadway improvements and having the Optima team responsible for managing the design and construction of the improvements to the Cool Springs Blvd./Mallory Lane intersection and adjacent I-65 on-ramp.

Following Paul and Adam's presentation Vernon shared the options available to the BOMA which will discuss in more in this memorandum and in the attached exhibits.

In accordance with Section 20.2.7 B 3 of the City's Zoning Ordinance..."development agreements shall be approved prior to or, in conjunction with the Development Plan". Therefore, staff requests guidance on the required road improvements and Road Impact Fee Agreement.

Financial Impact:

Based on the proposed entitlements the Optima Development is required by ordinance to pay the following Road Impact Fees:

- | | |
|--|---------------------|
| ○ Arterial Road: | \$ 1,566,754 |
| (Only the arterial road impact fees are available for off-setting eligible road improvements) | |
| ○ Collector Road: | \$ 1,067,836 |

McEwen Drive/Cool Springs Blvd. Intersection:

The Optima development is required to make improvements to the McEwen Drive/Cool Springs Blvd. intersection located immediately in front of their development. Since these road improvements are primarily associated with accessing their proposed development, only the additional right-of-way that will be dedicated to the city is eligible for an offset against the arterial road impact fees. This off-set is estimated to be \$ 890,000.

Cool Springs Blvd./Mallory Lane Intersection and I-56 south bound on-ramp. (Staff Recommended)

At this point in time, staff estimates the required improvements to the Cool Springs Blvd./Mallory Lane Intersection and I-65 south bound on-ramp to be roughly \$ 2.4 million dollars.

McEwen Drive/Mallory Lane Intersection

At this point in time, staff estimates the required improvements to the McEwen Drive/Mallory Lane Intersection to be roughly \$ 550,000 dollars.

Recommendation:

As discussed during the previous Worksession, Staff recommends Option 4 which includes the BOMA allocating approximately 1.723 million dollars of non-obligated arterial road impact fees toward the required improvements at the Cool Springs Blvd./Mallory Lane intersection and I-65 south bound on-ramp.

Optima Projected Arterial Road Impact Fees	\$ 1,566,754
Eligible Off-Set for Cool Springs Blvd./McEwen Drive Right-of-Way	<u>\$ 890,000</u>
Optima Arterial Road Impact Fees Eligible for Off-Set for Cool Springs Blvd./Mallory Lane and I-65 On-Ramp Improvements	\$ 676,754
BOMA Contribution of Non-Obligated Arterial Road Impact Fees for Cool Springs Blvd./Mallory Lane and I-65 On-Ramp Improvements (\$ 2.4M – \$ 677K)	\$ 1,723,246

Exhibits Attached

OPTIONS FOR OPTIMA

1. Have the OPTIMA team improve both intersections (at Cool Springs Blvd./Mallory lane and McEwen Drive/Mallory Lane). Combined, both these improvements are roughly estimated to cost \$ 2.95 million dollars of which approximately \$ is eligible to be off-set for the fees this development will pay.
2. Ask staff to create Capital Project Sheets for these intersections for future consideration by the BOMA.
3. Do not require the OPTIMA team to make any improvements to either the Mallory Lane/Cool Springs Blvd. or Mallory Lane/McEwen Drive Intersections and acknowledge an increase to the current intersection failure per the TIA.
4. Combine the Arterial Road Impact Fees that Optima is expected to pay based on their proposed entitlements with other non-obligated Arterial Road Impact Fees the City has available and have the OPTIMA Team manage the construction of the improvements to only the Cool Springs Blvd./Mallory Lane Intersection and I-65 south bound on-ramp.

COOL SPRINGS BLVD./MALLORY LANE IMPROVEMENTS:

\$ 2,400,000

ANTICIPATED OPTIMA ARTERIAL ROAD IMPACT FEES – AVAILABLE FOR OFF-SET: McEWEN DRIVE/COOL SPRINGS BLVD. ROW – ELIGIBLE OFF-SET:

\$ 1,566,754

\$ (890,000)

AVAILABLE ARTERIAL ROAD IMPACT FEES FOR OFF-SET FOR THE COOL SPRINGS BLVD./MALLORY LANE IMPROVEMENTS

\$ 676,754

CONSIDERATION OF NON-OBLIGATED ARTERIAL ROAD IMPACT FEES:

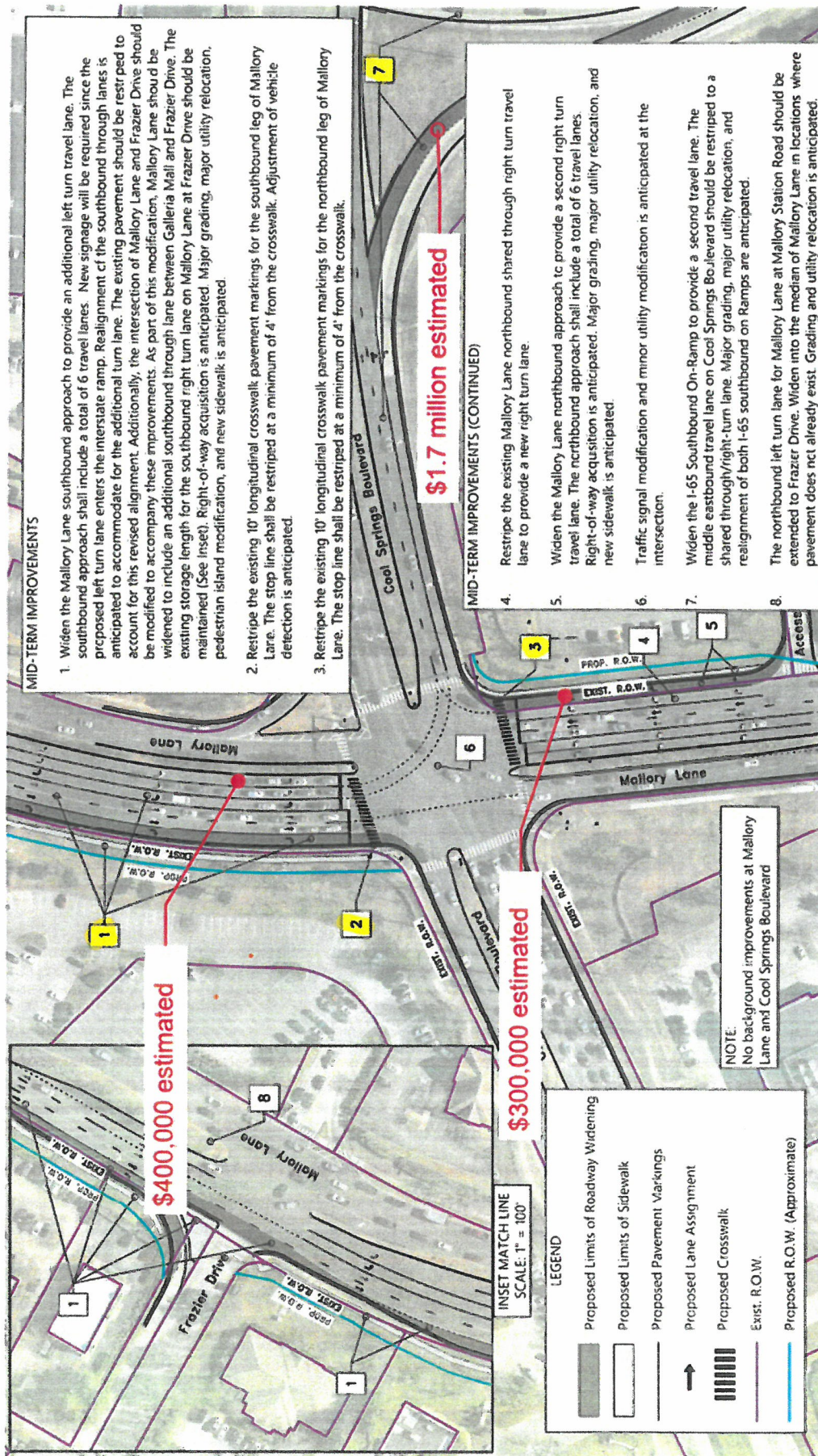
\$ 1,723,246



Cool Springs Blvd./Mallory Lane Intersection and I-65 On-Ramp

Cool Springs - Transportation Network Study

March 2027



Mallory Lane and Cool Springs Boulevard - Mid Term Improvements

GRAPHIC SCALE

Figure 11.

McEwen Drive/Mallory Lane Intersection

Cool Springs - Transportation Network Study

March 2021

MID-TERM IMPROVEMENTS

1. Widen the Mallory Lane southbound approach to provide a shared through right turn travel lane from north of the access driveway to the W McEwen Drive intersection. The southbound approach shall include a total of 5 travel lanes. The access to the north will need to be adjusted to accommodate these changes. Right-of-way acquisition is anticipated. Major grading, major utility relocation, and new sidewalk is also anticipated.
2. Restripe the existing Mallory Lane southbound through travel lane to provide a new left turn lane.
3. Widen the W McEwen Drive eastbound approach to provide an additional through travel lane. The eastbound approach shall include a total of 5 travel lanes. Right-of-way acquisition is anticipated. Major grading, major utility relocation, and modification of the landscaped median is anticipated. The median left turn lane shall be maintained for accessing the existing commercial driveway on the north side of W McEwen Drive.
4. Remove the existing stop line and install a new stop line for the eastbound approach of the W McEwen Drive and Mallory Lane intersection. The stop line shall be installed as to not conflict with the dual northbound left turn movements.
5. Restripe the existing 10' longitudinal crosswalk pavement markings for the westbound leg of W McEwen Drive and Aspen Grove Drive. The stop line shall be restriped at a minimum of 4' from the crosswalk.

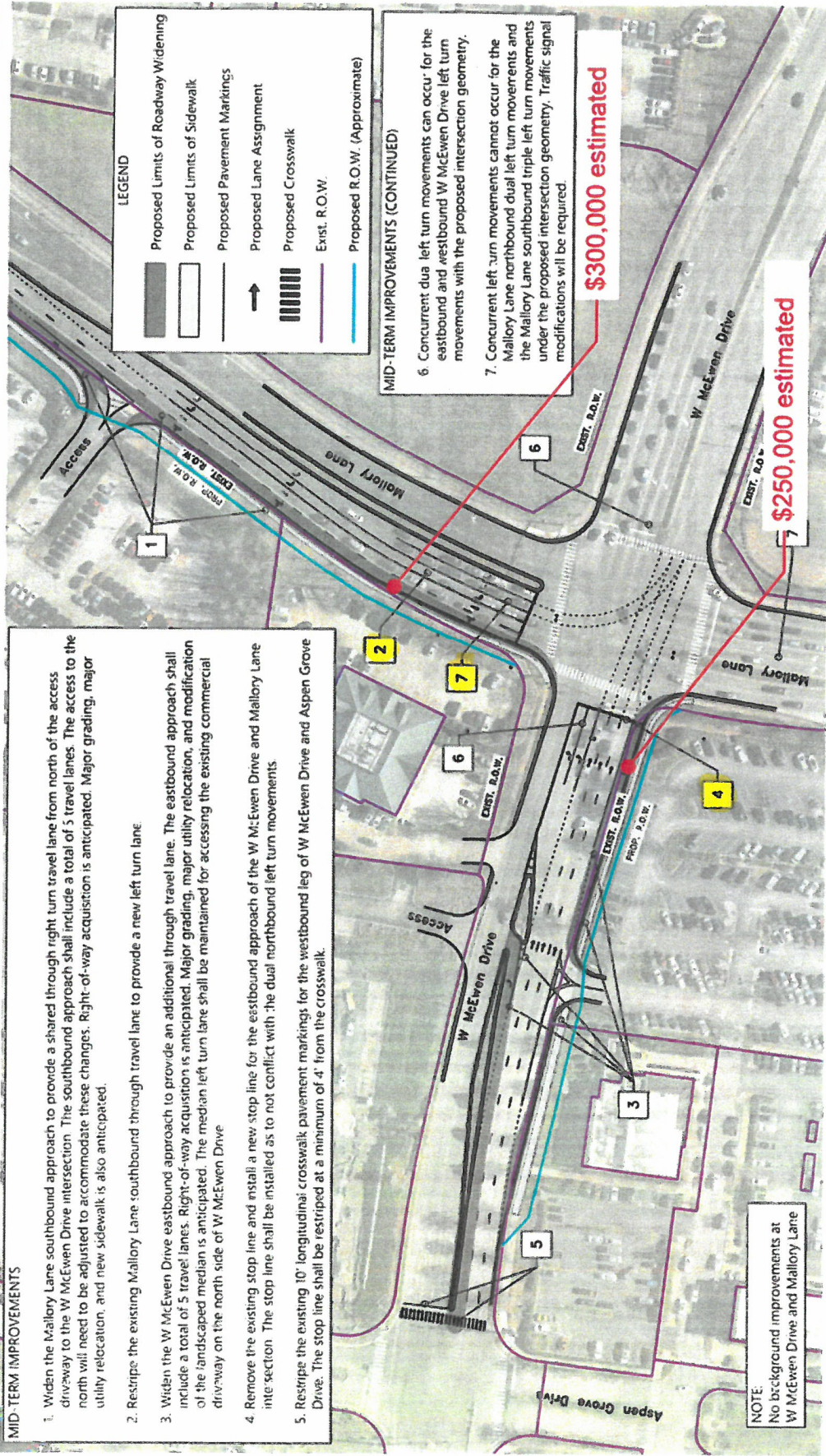


Figure 12.



File #: 21-03753

DATE: October 21, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Jessica Davey, Revenue & Licensing Manager

SUBJECT:

Consideration Of Resolution 2022-67, A Resolution Adopting A Customer Service Policy For The City Of Franklin Utility Customers
Finance 10/13/22, 3-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2022-67, A Resolution Adopting A Customer Service Policy For The City Of Franklin Utility Customers.

BACKGROUND/STAFF COMMENTS:

The City services approximately 30,000 residential and commercial water, sewer, stormwater, and solid waste customers. The Revenue Management division of the Finance Department is responsible for account creation, billing, and payment collection for these customers. The Franklin Municipal Code provides some rules and regulations regarding obtaining these services from the City. However, a detailed written policy would ensure consistent treatment of the City's utility customers.

FINANCIAL IMPACT:

There is no financial impact related to this resolution.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-67.

RESOLUTION 2022-67

A RESOLUTION ADOPTING A CUSTOMER SERVICE POLICY FOR THE CITY OF FRANKLIN UTILITY CUSTOMERS.

WHEREAS, the City of Franklin services approximately 30,000 residential and commercial water, sewer, stormwater, and solid waste customers within the City; and

WHEREAS, the City of Franklin desires to provide consistent and exceptional customer service to these utility customers; and

WHEREAS, the Board of Mayor and Alderman believes it is in the best interest of the City of Franklin for a customer service policy to be adopted in order to provide guidance to ensure equitable treatment of the City's utility customers; and

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

Section 1. A Customer Service Policy, which is attached as Exhibit A, is now hereby adopted for the City of Franklin.

Section 2. Changes or revisions to the policy hereby adopted shall be made only by resolution of the Board of Mayor and Aldermen of the City of Franklin.

Section 3. The effective date of the policy hereby adopted shall be immediate upon passage and adoption of the resolution, the public welfare and the welfare of the City requiring it.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Jeana D. Hendrix
Staff Attorney

CITY OF FRANKLIN

Customer Service Policy

Customer Service Policy

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Customer Service Policy

1. General Policy

This policy applies to utility customer service within The City of Franklin.

2. Application for Service

Residential

Residential customers shall be required to make application for new service or changes to existing service. A copy of a photo ID is required for identification verification. A requirement of three (3) days prior notice to connect service applies. In emergency situations, exceptions can be approved by the customer service supervisor or the Revenue & Licensing Manager. Customers who are leasing must provide a copy of the lease signed by the lessor listing all tenants before service will be provided. The application for service must be completed and signed by the exact same name or names on the lease. If the information does not match, the application will not be accepted. In the case that no lease has been generated, the lessor must provide a signed lease verification form (available in Customer Service). In any case that the customer is unable to sign the required documents, whether physically or geographically, their representative must present a notarized Power of Attorney to complete the transaction. Application and service charges may be charged to the customer's first utility bill provided that the customer does not have a delinquent account with the City of Franklin.

Non-Residential

Commercial and Industrial customers must make application for new utility service or changes to existing service. Applicants must provide satisfactory documentation before utility service is provided. The documentation must include a signature of the owner or an officer of the business. Application and service charges may be charged to the customer's first utility bill provided that the customer does not have a delinquent account with the City of Franklin.

3. Application Fee

An application fee will be applied to any new, re-established, or additional account. Customers who provide an incorrect service address when applying for service shall be required to pay an additional service charge if the City's service employee is required to make more than one trip to establish service.

Customer Service Policy

A service reconnection charge must be paid at the time of reconnection after disconnection due to non-payment of a bill in accordance with non-payment provisions.

4. Eligible Applicants and Occupants

The City of Franklin will provide service to applicants who are of majority age, have no prior outstanding delinquency with the City, and who provide satisfactory proof of identity. Each customer will be required to execute a utility service agreement.

When a customer's utility service has been terminated for nonpayment, the utility service will not be restored to the consumer until his or her delinquent account is satisfied in accordance with City policy.

Both parties in a marriage are considered to be responsible for payment of a utility bill at the residence they share. However, one spouse cannot be held liable for a past debt at a location inhabited by the other spouse prior to the marriage; if requested, service may be provided in the name of the new spouse. Collection of the former debt should commence immediately.

Occupants are not responsible for utility accounts unless they are parties to a residential utility contract. It is the City's practice to require all responsible occupants to execute a utility contract (application for service). In the event a customer executes a new utility contract, the City may add any unpaid amounts to the customer's bill even if the services were incurred at a different address and the City discovers the existence of an unpaid account later.

In case of the death of a customer, service will be removed from the deceased's name as quickly as possible. Anyone requesting a change to a deceased customers' account must provide a death certificate, Letter of Testamentary, or other court document related to the deceased. During probate, the account will be billed to the personal representative of the estate of the customer. Following disposition of the estate, the service will be billed in the name of the occupant of the premises. In the case of an immediate family member, the change of name will be arranged without charge. Standard identification questions will be asked.

Customer Service Policy

5. Change in Customer of Record

Changes in the customer of record for existing residential accounts may be granted under the following conditions:

- a. The change in customer name or status is because of marriage, divorce, legal name change, or death. Name change requests should be made in writing by the account holder. No fee applies.
- b. If existing account is under more than one name, the person who will remain at the residence shall complete a new customer application. No fee applies.
- c. The customer has satisfactory identification or documentation in the new name or status. A copy of a court order for name change is acceptable.

Changes in the customer of record for existing Commercial and Industrial accounts may be granted under the following conditions:

- a. The customer requests the name change in writing. The request should be accompanied by proper documentation verifying that there is no change in ownership. The documentation must include the signature of the owner or office of the business.
- b. If the customer's Federal ID number changes, the customer shall complete a new customer application.

6. Services Billed

Bills shall be rendered monthly, at intervals between 28 and 34 days, unless unusual circumstances preclude that action. The City will mail or email all utility bills approximately 15 days before the net due date. The statement will reflect the net amount due and the gross amount due if paid after the due date.

Bills shall be sent to the address or email address designated by the customer.

The customer is responsible for all utility consumption at his/her premise. If it is found that the service has not been billed properly, the City will back bill for utilities consumed or refund over-charges, up to the limitations defined in Tennessee Code Annotated §§ 28-3-301–303.

Customer Service Policy

7. Estimated Bills

If representatives of the City are unable to obtain access to the customer's meter during regular working hours, if a meter fails to register, or if for any other reason actual consumption cannot be determined, the City will render an estimated bill based on past usage in accordance with industry accepted estimation practices.

8. Rates

The City reserves the right to determine the correct billing rate for each customer class. If a customer can establish that they are being billed at the wrong rate, their rate classification will be corrected. A refund will be made for the applicable period, up to a maximum allowed by law, (36 months) for the amount the customer was overbilled unless the incorrect rate was based on information furnished by the customer. If it is found that a customer has been under billed, the City may collect for all such prior service, up to a maximum allowed by law.

9. Payment Methods

Government, corporate or personal checks, or money orders may be accepted for payment of any bills owed the City and any amount over actual amount of the bill will be applied to the customer's account. Checks returned by the bank shall be immediately charged back to the customers' account, and a returned check charge will be assessed. Any customer account with three returned checks, within a 12-month period, will be required to make future payments, for a 12-month period, in the form of cash, a cashier's check, money order, or credit card.

Bankrupt Accounts

Upon receipt of notice of bankruptcy, the customer's account(s) is/are terminated, and a new account is established for future billing. Once notification of dismissal is received on the bankruptcy, funds are collectible. In the case of discharge, funds are not collectible.

Delinquent Utility Accounts

The City will mail all utility bills approximately 15 days before the net due date. The late charges will be assessed on any account which remains unpaid after

Customer Service Policy

the net payment date shown on the bills. The late charge rate will be set by City ordinance.

If the bill remains unpaid after collection attempts have been made, the account may be referred to a collection agency.

10. Voluntary Disconnection of Service

Customers who wish to discontinue service may do so in person or at the Customer Service Department desk, via fax, e-mail or by downloading the termination request form from the City of Franklin's website. Requests for termination of service shall be given in writing three (3) days in advance. No service disconnection will be completed on Fridays to prevent loss of water usage for a weekend.

The City will not be liable for damages resulting from discontinuing service at any time after the delinquent date.

If a final bill balance remains unpaid after 60 days past the final due date, and the customer has an active service account with the City, the final bill balance shall be transferred to the active account.

11. Disconnection of Service Due to Non-Payment

Failure to receive a bill does not relinquish the customer's responsibility for timely payment of the bill. Accounts that become thirty (30) days delinquent will have service disconnected for non-payment. Any request to make payment arrangements to prevent disconnection must be made prior to the date of the cutoff. Payment arrangements shall be directed to the Customer Service Supervisor, Revenue & Licensing Manager, or Finance Director.

The City shall not be liable for any loss or damage resulting from cutoff.

If an account remains unpaid after cutoff, the meter will be locked during the next cutoff cycle and the City of Franklin Building and Neighborhood Services Department will be notified that the residence has no water and the customer could be subject to a violation.

Customer Service Policy

In such cases where payment has not been received on an account that has been cutoff for non-payment, and continues to be delinquent for three consecutive months, every possible attempt to reach the customer is made by customer service. If these attempts are unsuccessful and the customer cannot be contacted by our department, then a forced termination will occur. Once an account is terminated, the customer will be required to make payment in full, complete a new application, and pay the application fee before service would be restored to the property.

Disconnections for non-payment shall not be initiated when daytime temperatures fall below 32 degrees. At any time that temperatures indicate danger of water lines freezing due to below freezing temperatures, the decision to cutoff for non-payment will be that of the Director of Water & Wastewater department.

12. Reconnection of Service Disconnected for Non-Payment

Service will be restored upon receipt of the full amount due for which the service was disconnected. Payment must be made to Revenue Management in the form of cash, cashier's check, money order, personal check, or credit/debit card.

A service reconnection charge shall apply to any account that was disconnected for non-payment, unless the customer shows a validated receipt showing that the bill had been paid on a day prior to the date of disconnection.

13. Payment Arrangements

Payment in full is expected by the date due. However, in unusual cases, payment arrangements are available to customers who have incurred a large bill and are having difficulty meeting their financial obligations. In any situation, the customer requesting assistance must be the same as the utility account holder. A down payment is required and the customer must sign a promissory note to pay the remainder in 3 monthly payments along with their regular current bill for each month. If the customer fails to meet this obligation, the account will be subject to disconnection for non-payment and the customer shall not be allowed to make payment arrangements for a full calendar year.

In extreme and rare cases, a customer may be approved for a promissory note for six (6) months. The same rules apply as for the three (3) month promissory note.

Customer Service Policy

Any exceptions to the above must be directed and approved by the Revenue & Licensing Manager provided that no promissory note shall be for more than twelve (12) months.

Payment of all overdue amounts or satisfactory payment arrangements must be made before service will be provided at a change of address for the delinquent customer.

All payment arrangements must be made in writing.

14. Disputed Bills

If a customer disputes a bill and alleges erroneous meter reading, the Customer Service Representative shall investigate the accuracy of the bill by performing an analysis of past usage and possible changes in consumption patterns; the possibility of a leak, faulty meter reading, or customer equipment failure. If no error in billing is discovered, the customer shall pay the balance.

If, after initial investigation, a customer still wishes to dispute their charges, they shall be required to present the dispute in writing for review by the Water and Wastewater Department.

The disputed amount will be noted on the billing records and the customer is only required to pay the undisputed amount until the issue is resolved. A dispute shall not preclude further billing activities or obligation to pay subsequent bills.

If a customer still disputes a bill after review by the Water and Wastewater Management Department, a request can be made in writing for further review by the City Administrator or an Assistant City Administrator.

If the customer is not satisfied with the outcome of this review, an appeal may be made in writing to the Board of Mayor & Aldermen (BOMA). The decision of the BOMA will be final.

Customer Service Policy

15. Meter Access

City of Franklin service employees and meter readers shall have free access to the customer's premises at all times for the purpose of reading meters and testing, repairing, removing or exchanging any or all equipment belonging to the City of Franklin. It is the responsibility of the customer to ensure free access. A \$50.00 service charge will be added to the customer's bill if, due to inaccessibility, a second trip is required to read or test a meter. If accessibility problems persist, utility service may be interrupted until accessibility is granted. Any additional costs to restore service after interruption or to maintain proper access will be at the customer's expense. Once access is obtained, the customer will be responsible for all water usage.

16. Payment Locations

Payments may be made at the Revenue Management office inside Franklin City Hall. For the convenience of the customers, a night depository has been provided on Second Ave in the median for the payment of bills when the office is closed, and any payments made therein will be accepted for the customer's account and posted the next working day. Any customer using the depository does so at his or her own risk and must accept the City's accounting for the amount received by the City.

17. New Connection

Customers requesting water and/or sewer service at new construction must complete an application, which shall be received and processed by the Building and Neighborhood Services (BNS) department.

18. Temporary Fire Hydrant Meters

In cases where water is needed on a temporary basis and a fire hydrant is nearby, temporary fire hydrant meters will be available for a deposit a non-refundable setup fee, and an application fee. The total fee shall be paid by certified check or money order. Water use will be billed at the inside commercial rate. After the meter is pulled per request of customer, a request for the deposit refund shall be submitted in writing to the Accounts Payable division in the Finance Department by the Customer Service Supervisor. If the meter is damaged, the cost of the damaged meter will be

Customer Service Policy

deducted from the deposit. Temporary fire hydrant meters will be assigned to a designated fire hydrant. Removal of the fire hydrant to any other location will require approval by the Water Management Department.

19. Customer Programs

Critical Care Program

Upon receipt of documentation from a licensed physician that a customer relies upon an uninterrupted water supply for medical purposes the customer's account will be notated and special efforts will be taken to maintain and/or restore utility service. Nothing in this section shall be construed to mean that customers are exempt from timely payment of their bill or that service may not be disconnected for failure to pay.

Bank Draft Program

Payment by automatic bank draft is offered as a convenience to customers. Customers desiring to have their utility bill payments electronically debited from their bank accounts on the net due date are required to complete a bank draft form and provide a copy of a voided check. Any payment refused by the financial institution will be assessed a return check charge unless the return was due to bank error.

Tax Relief

State law provides property tax relief to certain elderly or disabled low-income homeowners and certain disabled veterans.

City of Franklin sanitation customers who qualify for property tax relief shall have their monthly sanitation service charge waived for as long as they remain on the program. The property tax relief program is administered by the Williamson County Trustee's office and their records will determine who receives this waiver.

20. Adjustments

All adjustments must have supervisor approval:

- a. Adjustments up to \$500 must be approved by the Customer Service Supervisor.

Customer Service Policy

- b. Adjustments between \$500 and \$1,000 must be approved by the Revenue and Licensing Manager.
- c. Adjustments above \$1,000 must be approved by the CFO.

Leak Adjustments

Customers are responsible for maintaining their plumbing system. The customer shall be responsible for all water that passes through a water meter. If the City of Franklin detects unusually high consumption, the City will attempt to notify the customer. Lack of notification will not release a customer from payment obligations, nor extend the due date. The customer is responsible for maintenance of their plumbing and failure to make timely repairs may disqualify a customer for a leak adjustment.

No leak adjustments will be allowed for a property until a certificate of occupancy has been issued.

Each customer generally shall be allowed no more than one (1) billing adjustment during a 365-day period for leaks on the customers' premises. On occasion two (2) consecutive months may be adjusted if the leak occurs over a two (2) month period. Adjustments can only be calculated on bills issued within 90 days. Should a customer request a leak adjustment, the customer must provide proof of repair. A receipt of purchase of a repair part, signed plumber's affidavit, or copy of receipt from plumber indicating repairs completed will be required.

Calculating Adjustment

The amount of adjustment will be based upon the average bill over the previous 12 months. The customer's average usage is first deducted from the high bill. The new balance is then divided by two (2), and added back to the average usage,) resulting in half of the high usage becoming the responsibility the customer and half being absorbed by the City.

Pool Adjustments

Customers are allowed one pool fill adjustment in a 365-day period. A completed pool fill affidavit must be submitted detailing the pool size, date of fill, and total gallons used. Pool fill adjustments are calculated on bills issued 90-days prior for sewer only. Customers are responsible for all the water used to fill the pool.

CITY OF FRANKLIN

Customer Service Policy

MVUD Adjustments

The City of Franklin provides sewer and trash service to many Mallory Valley Utility District (MVUD) water customers. If MVUD notifies the City of Franklin that a leak adjustment has been issued to a mutual customer, the City will adjust the customer's sewer charges according to the leak adjustment policy.

HB&TS Adjustments

The City of Franklin provides sewer and trash service to many HB&TS water customers. If HB&TS notifies the City of Franklin that a leak adjustment has been issued to a mutual customer, the City will adjust the customer's sewer charges according to the leak adjustment policy.

Milcrofton Adjustments

The City of Franklin provides sewer and trash service to many Milcrofton Utility District water customers. If a Milcrofton customer experiences a water leak, they may apply to the City of Franklin for a sewer adjustment following the City's leak adjustment policy.

21. Procedures

The Revenue Management Department will implement procedures that are in accordance with this policy.



File #: 21-03729

DATE: October 31, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Jack Tucker, SES Director
Nate Ridley, Asst Director of SES

SUBJECT:

Consideration Of COF Contract No. 2022-0282, An Interlocal Agreement Between Bi-County Solid Waste Management System And The City Of Franklin For The Transport And Disposal Of Solid Waste
WS 10/25/22

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2022-0282, An Interlocal agreement between the Bi-County Solid Waste Management System and the City of Franklin.

BACKGROUND/STAFF COMMENTS:

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 July 1, 2014, with the ability for the City to add four, three-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. Sanitation and Environmental Services (SES) staff has explored separating the hauling service from the disposal services to allow for more direct oversight of the hauling and to evaluate the potential for compaction at the City's transfer station. Staff does not believe that the current contract is sustainable in the long-term and that certain changes described herein would put the City in a position of having long-term sustainable solutions for hauling and disposal services. The agreement may be extended upon mutual agreement of Bi-County and the City for one additional five-year term along with nearly 10 years of disposal (landfill) services provided for in the proposed interlocal agreement.

FINANCIAL IMPACT:

The financial impact is a projected savings in excess of \$3 million over the next ten years.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2022-0282.

Sanitation & Environmental Services (SES)

Recycling and Municipal Solid Waste (MSW) Hauling and Disposal

October 25, 2022

Agenda

- Goals
- Discussion of Recycling Contract and Proposed Amendment
- 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 has proposed 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 \$30/ton November 1, 2022, through June 30, 2023, or no more than 15% below published gate rate, whichever is lower.
 - The tipping fee for recyclables shall be \$40/ton July 1, 2023, through June 30, 2024, or no more than 15% below published gate rate, whichever is lower.
 - The tipping fee for recyclables shall be \$45/ton July 1, 2024, through November 25, 2025, or no more than 15% below published gate rate, whichever is lower.
 - The Initial term of this Amendment shall be for the period between September 1, 2022, through November 25, 2025. The Amendment may be extended at the option of the City and Marshall County for one additional 5-year terms based on a tipping fee that is no more than 15% below published gate rate.

Cost/Ton	Annual Cost
\$ 30.00	\$ 90,000
\$ 40.00	\$ 120,000
\$ 45.00	\$ 135,000
Cost/Ton (Market - est)	Annual Cost
\$ 60.00	\$ 180,000

*Based on 3,000 tons/year

Bi-County – Municipal Solid Waste (MSW)

- Current MSW disposal 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 has been in the process of evaluating long-term, sustainable services with our partner
 - Transportation and compaction has been bid
 - Compaction component may lead to significant cost savings in terms of capital investments in future years for additional transfer station capacity

Bi-County – Municipal Solid Waste (MSW) Proposed Terms

- The City will pay Bi-County based on the following schedule:
- January 1, 2023 through December 31, 2023: tipping fee of \$18.25 per ton.
- January 1, 2024 through June 30, 2026: tipping fee of \$18.25 per ton adjusted annually by CPI index calculated as of the month of September of that calendar year and begin on the 1st of January of the following year.
- July 1, 2026 through June 30, 2027: tipping fee of \$28.50 per ton or Bi-County's approved gate rate with an upper limit of \$31.56 per ton (based on inflationary rates of 3% - 6%).
- July 1, 2027 through June 30, 2032: tipping fee of rate established for FY 2027, adjusted annually by CPI index calculated as of the month of March of that calendar year and begin on the 1st of July of that year.

Bi-County –
Municipal Solid
Waste (MSW)
Estimated 10-
Year Cost

	Tipping Fees - Estimated		
	Current Contract	Recommended	
Year	Disposal (Bi-County and Private Market (est.))	Disposal (Bi-County - Low End)	Disposal (Bi-County - High End)
2023	\$ 11.18	\$ 18.25	\$ 18.25
2024	\$ 15.62	\$ 19.16	\$ 19.16
2025	\$ 14.26	\$ 20.12	\$ 20.12
2026	\$ 12.84	\$ 21.13	\$ 21.13
2027	\$ 50.65	\$ 28.50	\$ 31.56
2028	\$ 53.18	\$ 29.93	\$ 33.14
2029	\$ 55.84	\$ 31.42	\$ 34.79
2030	\$ 58.63	\$ 32.99	\$ 36.53
2031	\$ 61.57	\$ 34.64	\$ 38.36
2032	\$ 64.64	\$ 36.37	\$ 40.28
Projected 10-Year Cost (Including Hauling and Compaction)	\$ 83,347,669	\$ 77,320,643	\$ 80,109,902

Review of Goals

- Establish predictable costs at competitive rates for both recycling and MSW
 - Regional uncertainty of landfill capacity
 - Government partnerships
 - Projected savings of over \$3 million over the next 10 years for MSW.
- 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
 - Compaction equates to effective expansion of transfer station (6–7-year projected need)
 - Contracted directly with hauling company
- Consistent with ongoing efforts, staff seeks to identify operational efficiencies, manage costs, and enhance services

**INTERLOCAL AGREEMENT BETWEEN BI-COUNTY SOLID WASTE MANAGEMENT
SYSTEM AND THE CITY OF FRANKLIN FOR THE DISPOSAL OF SOLID WASTE**

COF Contract# 2022-0282

THIS INTERLOCAL AGREEMENT, (“Agreement”), is entered into by and between the CITY OF FRANKLIN, (“City”), a municipal government located at 109 Third Avenue South, Franklin, Tennessee, 37064, and Bi-County Solid Waste Management System, (“Bi-County”), a solid waste authority created by interlocal agreement and pursuant to the laws of the State of Tennessee, located at 3212 Dover road, Woodlawn, Tennessee, 37191, to establish the terms and financial responsibilities for the disposal City Solid Waste.

RECITALS

WHEREAS, City and Bi-County are public instrumentalities of the State of Tennessee, and, as such, are authorized to enter into interlocal agreements pursuant to Tenn. Code Ann. § 12-9-104;

WHEREAS, Bi-County disposes of solid waste; and

WHEREAS, on June 20, 2012, City and Bi-County entered into an agreement (“Prior Agreement”) for the transport and disposal of solid waste from City’s transfer station to Bi-County’s Sanitary Landfill, to begin July 1, 2012; and

WHEREAS, the Prior Agreement provided for an initial term of a period of two (2) years, ending June 30, 2014, with an Option for City to extend the Previous Agreement for four additional 3-year terms; and

WHEREAS, City has exercised three of the four additional term options, with the most recent one beginning on July 1, 2020, and set to expire June 30, 2023;

WHEREAS, City no longer needs Bi-County to transport solid waste to its Sanitary Landfill from City’s Transfer Station; and

WHEREAS, City desires to continue to utilize the services of Bi-County to dispose of City Solid Waste at Sanitary Landfill owned and/or operated by Bi-County in accordance with Federal, State, and local laws, regulations, rules, and ordinances; and

WHEREAS, City desires to continue its relationship with Bi-County beyond the expiration of the Prior Agreement and to create terms to facilitate discussion of same in the future; and

WHEREAS, City and Bi-County agree that terminating the Prior Agreement and entering into a new Agreement will be mutually beneficial for both parties; and

WHEREAS, in reliance upon this Agreement, City and Bi-County will secure the necessary equipment, permits, approvals, services, and personnel to fulfill all obligations contained herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. **PURPOSE OF AGREEMENT.** The purpose of this Interlocal Agreement is to clearly define the contractual responsibilities and financial obligations of City and Bi-County for the disposal of City Solid Waste at the Bi-County Landfill at 3212 Dover Road, Woodlawn, Tennessee.

II. AUTHORITY. This Agreement is made and entered into pursuant to the authority granted to the parties under the Interlocal Cooperation Act, Tenn. Code Ann. § 12-9-101, et seq., and the parties agree that all approvals and filing required by the terms of the Act shall be achieved prior to the effective date of this Agreement.

III. DEFINITIONS.

1. "Agreement" shall mean the entire Interlocal Agreement between City and Bi-County as contained herein and any attachments or exhibits to this Agreement explicitly incorporated into this Agreement by the parties.

2. "City Solid Waste" shall mean the non-hazardous material as defined by CERCLA and other applicable laws and non-special solid material collected by private haulers or City, including garbage, refuse, trash, bulky waste construction and remodeling debris, and commercial waste. This definition excludes yard waste, discarded appliances, tires, and white goods, and any other solid waste that may be diverted for purposes of calculating the State's 25% reduction goal for Williamson County. The solid waste materials must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under all applicable Federal, State and local laws, regulations, and permits governing each.

3. "Contract Documents" means all drawings, schedules, and other documents pertaining to the Project. All Contract Documents, including all attachments and exhibits, shall be incorporated into this Agreement.

4. "Hazardous Waste" shall mean solid waste defined as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic waste.

5. "Prior Agreement" shall mean the Interlocal Agreement Between Bi-County Solid Waste Management System and the City of Franklin for the Transport and Disposal of Solid Waste, COF Contract #2012-0023, with an effective date of July 1, 2012.

6. "Sanitary Landfill" means the Bi-County Landfill at: 3212 Dover Road, Woodlawn, Tennessee, or any other alternate, duly permitted sanitary landfill site mutually agreeable to the parties.

7. "Special Waste" shall mean any discarded material from a non-residential source as defined by the State of Tennessee Rules of Tennessee Department of Environment and Conservation Division of Solid Waste Management.

8. "Transfer Station" shall mean the City's facility located at 409 Century Court, Franklin, Tennessee.

9. "Work" means all labor, services, equipment, and material necessary to complete the obligations and all other requirements included in this Agreement.

10. "Excluded Waste" shall mean Hazardous Waste, Special Waste as disallowed by the State of Tennessee, yard waste, medical waste, discarded appliances and white goods, toxic substances, trees, earth, body wastes, abandoned vehicles, vehicle parts, large equipment (or parts thereof), or any other types of waste that is not permitted to be disposed of in a Subtitle D, Class I landfill.

IV. TERMINATION OF PRIOR AGREEMENT

Upon execution of this Agreement by both parties, the Prior Agreement as defined herein will be terminated on the effective date of this Agreement.

V. CITY OBLIGATIONS.

1. City shall transport, or cause to be transported, City Solid Waste to the Sanitary Landfill for disposal, all in compliance with applicable laws and regulations, Monday through Friday during normal business hours, as set by Bi-County from time to time, excluding holidays.
2. City shall timely communicate and share all pertinent data to assist Bi-County in planning and efficient management for the disposal of City Solid Waste to be delivered to the Sanitary Landfill.
3. City agrees to deliver not more than 3,250 tons per week to the Sanitary Landfill. Should an amount over the weekly maximum be presented at the Sanitary Landfill, Bi-County may refuse to accept the additional waste or, in the alternative, negotiate a per ton rate for the additional volume on a per incident basis.
4. During the term of this Agreement, City shall deliver not less than 6,000 tons of City Solid Waste every three (3) months to the Sanitary Landfill. In the event that City does not deliver to the Sanitary Landfill at least 6,000 tons of City Solid Waste every three (3) months, then Bi-County, at its sole and absolute discretion, may terminate this Agreement without any further liability to City.

VI. BI-COUNTY OBLIGATIONS.

1. Bi-County shall be responsible for securing necessary permits and approvals from relevant Federal, State, and local governmental agencies having jurisdiction over its disposal operations referenced herein.
2. Bi-County shall receive City Solid Waste from City and/or City contracted hauler and dispose of such at the Sanitary Landfill, all in compliance with applicable laws and regulations.
3. Bi-County shall provide sufficient capacity for City Solid Waste disposal.
4. Bi-County agrees to allow for the City or City contracted hauler to place a truck tipper at the Sanitary Landfill for the duration of the Agreement at no cost to City or hauling contractor. Bi-County will not be responsible for the operation, maintenance, control or care of the tipper and may determine the location of placement of the tipper. City and its agent shall be responsible for the operation, maintenance, control and care of the tipper.
5. Bi-County shall timely communicate with City personnel regarding events/issues that adversely affect the acceptance of City Solid Waste by Bi-County.
6. Bi-County shall not provide any transportation of City Solid Waste from City to the Sanitary Landfill. The transportation of City Solid Waste from City to the Sanitary Landfill shall be the sole responsibility of City.

VII. COMPENSATION TO BI-COUNTY.

1. Bi-County shall dispose of City Solid Waste as delivered by the City and/or City contracted hauler to the Sanitary Landfill on a per ton basis as stated below without further cost to City. Fee for services rendered shall be expressed in terms of US dollars per short ton (2,000 pounds) of solid waste.

The Service Fee due to Bi-County from the City for Bi-County's receipt of City Solid Waste delivered by the City or City contracted hauler, for disposal of such waste at the Sanitary Landfill shall be pursuant to the following schedule:

Fee for services rendered shall be at the **initial rate of \$18.25 per ton**, for the first term of this Agreement. This fee will include annual adjustments on January 1 of each successive year beginning January 1, 2024. The adjustment will be calculated exactly by the percentage change between the month of September of the previous calendar year and September of the following year prior to the January 1 adjustment date, based on the U.S. Department and Labor, Bureau of Labor Statistics, Consumer Price Index-U, US City Average, All Items Less Food and Energy, not seasonally adjusted, for the South Urban Statistical Area, in comparison with the like index figure descriptive.

Fee for services rendered shall be at the **adjusted rate of \$28.50 per ton, or the then-current volume-based rate as published by Bi-County and approved by the Board governing Bi-County Solid Waste Management, that is in effect at the time**, whichever amount is higher, for the second term of this Agreement beginning July 1, 2026. **However**, should the rate for the second term, as adjusted above, be greater than \$31.56 per ton, the City of Franklin may exercise an exclusive right to terminate the agreement prior to July 1, 2026. Annual adjustments will be made on July 1 of each successive year, beginning July 1, 2027, exactly by the percentage change between the month of March of the previous calendar year and March of the following year prior to the July 1 adjustment date, based on the U.S. Department and Labor, Bureau of Labor Statistics, Consumer Price Index-U, US City Average, All Items Less Food and Energy, not seasonally adjusted, for the South Urban Statistical Area, in comparison with the like index figure descriptive.

2. Bi-County shall invoice City on a monthly basis for the Service Fee, and payment thereon shall be due thirty (30) days after receipt of the detailed invoice.
3. The Service Fee shall include any fees charged to Bi-County for the disposal of City Solid Waste at the Sanitary Landfill. Fee for services rendered shall be all inclusive for all services to be rendered and all costs of doing so. City hereby specifically rejects any other fee or other surcharge. Examples of such rejected other fees or other surcharges include, but are not limited to, fuel charges, State and/or landfill-host-county and/or landfill-host-municipality fees and/or taxes, equipment and/or maintenance charges, and/or charges for time-of-delivery or day-of-delivery. Except as provided in Section VIII, any changes to Bi-County's cost of doing business and/or service delivery, such as any example listed above, shall be absorbed by Bi-County and shall not be subject to pass-through to City.
4. In the event it becomes necessary for Bi-County to dispose of waste at a landfill other than the Sanitary Landfill, such site must first be agreed to by Bi-County and City.

VIII. REPRESENTATIONS AND WARRANTIES OF CITY. City warrants that it will undertake reasonable efforts to exclude regulated Hazardous Waste and Special Waste disallowed by the State of Tennessee, from City Solid Waste delivered by it to the Sanitary Landfill. To the knowledge of City, the City Solid Waste will not contain either Hazardous Waste or Special Waste disallowed by the State of Tennessee. City warrants that it shall exercise its best efforts to maintain its collection and transportation of Solid Waste to the Sanitary Landfill in compliance with the terms hereof and its compliance with applicable Federal, State and local laws and regulations throughout the term of this Agreement. City shall be solely responsible for the proper disposal of Excluded Waste. In the event that Excluded Waste is delivered to the Sanitary Landfill, then City shall promptly remove any such items at the request of Bi-County at the sole cost and expense of City. Alternatively, City shall be charged any customary fees then charged by Bi-County for the disposal of such items. This could include, but is not

limited to, disposal of tires or removal and disposal of freon delivered to the Sanitary Landfill by City. The amount charged shall be promptly paid by City to Bi-County.

IX. HEALTH AND SAFETY.

1. Excluding the tipper placed at the Sanitary Landfill and all equipment used by City to transport City Solid Waste to the Sanitary Landfill by City or its agent which both shall be the sole responsibility of City, Bi-County shall provide all reasonable safeguards, safety devices and protective equipment and take any other needed actions as it determines to be reasonably necessary to protect the life and health of employees at the Sanitary Landfill and the safety of the public and to protect property in connection with the performance of the work covered by this Agreement. Similarly, City or City contracted hauler shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines to be reasonably necessary to protect the life and health of employees when delivering City Solid Waste to the Sanitary Landfill and the safety of the public and to protect property in connection with the performance of the work covered by this Agreement.

2. It is a condition of this Agreement, and shall be a condition of each subcontract entered into by either City or Bi-County pursuant to this Agreement, that neither Bi-County nor City shall permit any employee, in performance of this Agreement, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 333).

3. It is a condition of this Agreement that any authorized representative for the United States, State of Tennessee, City or Bi-County shall have the right of inspection to any site or vehicle used in the performance of this Agreement and to inspect or investigate the matter of compliance with the construction safety and health standards.

4. If death, serious injuries, or serious property damages are caused incident to this Agreement, the accident or loss will be reported immediately to the City of Franklin Risk Management Department at (615) 791-3277 during normal business hours and to the Risk Management's after-hours number at (615) 564-0201 after normal business hours. In addition, Bi-County must be notified by calling Mark Neblett at (931) 320-2059. In addition, both City and Bi-County agree to notify the other in writing within twenty-four hours (24) of the discovery of any accident or incident or loss whatsoever arising out of or in connection with the delivery of City Solid Waste to the Sanitary Landfill.

X. TERM.

The initial term of this Agreement shall be for a period beginning on the effective date of this Agreement and ending June 30, 2026, which corresponds to the remaining terms and options under the Prior Agreement. The second term, which is not optional but is binding, shall begin on July 1, 2026, and shall be for a period of six years, ending on June 30, 2032. At that time, the Agreement may be extended at the parties' mutual agreement for an additional five (5) year term. In order to extend this Agreement for the additional five (5) year term, City and Bi-County shall discuss the extension prior to March 1, 2032, and take steps to effectuate the

extension. If the extension is not mutually agreed upon, the Agreement will terminate on June 30, 2032.

- XI. **DEFAULT.** Except as otherwise provided herein, if either party allegedly defaults in the performance of any of the warranties, covenants, or conditions contained herein for 30 days after the other party has given the defaulting party written notice of such default, unless a longer period of time is required to cure such default, and the party allegedly defaulting shall have commenced to cure such default within said period and pursues diligently to the completion thereof, the other party may: 1) terminate this Agreement as of any date at least 30 days after the last day of the 30-day period; 2) cure the default at the expense of the defaulting party; and 3) have recourse to any other right or remedy to which it may be entitled by law or equity, including but not limited to, the right for all damage or loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that, in the exercise of due diligence during the aforesaid 30-day period, such cure cannot reasonably be effected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period.
- XII. **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 by 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.
- XIII. **LIMITATION OF LIABILITY.** Each party will be responsible for its own actions and the actions of their employees, contractors, subcontractors, and agents conducted pursuant to this Agreement.
- XIV. **GENERAL TERMS.**
1. **Choice of Law.** This Agreement shall be exclusively governed by the laws of the State of Tennessee.
 2. **Force majeure/Impracticability.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to a circumstance of force majeure. Moreover, should a circumstance of force majeure last more than ninety (90) days, either City or Bi-County may terminate this agreement by written notice to the other party, without liability in such event. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; tornadoes; floods; explosions; or any other cause or event not reasonably within the control of either party that would substantially impair or prohibit the performance by the party of the obligations imposed on such party by this Agreement. This includes, but is not limited to, any delay in approval of any permit necessary for Bi-County to expand waste disposal areas or any change in any law or government regulation making it unfeasible for City or Bi-County to perform under this Agreement, but Bi-County

must have submitted necessary permit applications with sufficient time for approval prior to need and must have acted in good faith to pursue and obtain such permits.

3. Notices. All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notices to the other.

City: CITY OF FRANKLIN, TENNESSEE
City Hall
109 3rd Avenue South
Franklin, TN 37064
Attn: City Administrator

With copy to: City of Franklin Solid Waste Department
417 Century Court
Franklin, TN 37064
Attn: Solid Waste Director

Bi-County: Bi-County Solid Waste Management
3212 Dover Road
Woodlawn, TN 37191

4. Entire Agreement and Modifications in Writing. This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.
5. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.
6. Assignment. The rights and obligations of this Agreement are not assignable.
7. Waiver. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.
8. Compliance with Laws. The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.
9. Employment Practices. Neither party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of

applicable laws concerning the employment of individuals with disabilities. The parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Tenn. Code Ann. § 50-1-103, Tenn. Code Ann. § 50-1-701 et seq., and all other applicable laws.

10. Relationship Between the Parties. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
11. Severability. If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.
12. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, City 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.
13. Headings. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
14. Effective Date. This Agreement shall not be binding upon the parties until it has been properly approved by the governing bodies of the respective parties. When is has been so signed and filed, this contract shall be effective January 1, 2023.

IN WITNESS WHEREOF, the City and Bi-County have executed this Agreement effective as of the date and year provided herein.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: Eric S. Stuckey, City Administrator

BY: Dr. Ken Moore, Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

City of Franklin Staff Attorney

ATTEST:

BI-COUNTY SOLID WASTE
MANAGEMENT SYSTEM

BY:

BY:

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Bi-County Solid Waste Management System Attorney



File #: 21-03494

DATE: November 2, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Jack Tucker, SES Director

SUBJECT:

Consideration Of Procurement Award To Mr. Bult's, Inc. (MBI) Of Burnham, Illinois At The Unit Pricing Of \$1.00 Per Ton For Compaction Services And Of \$25.85 Per Ton For Transport Services To Bi-County Landfill For The City's Municipal Solid Waste Stream Processed At The City's Solid Waste Transfer Station For A Term Of Award For The Disposal Division Of The Sanitation And Environmental Services Department (Purchasing Office Procurement Solicitation No. 2023-001; \$4,079,540 Budgeted In 124-82270-46130 For Landfill And Biosolids Management Services For Fiscal Year 2023; Contract No. 2022-0211)
WS 10/25/22

PURPOSE:

The purpose of this procurement is for the City to outsource the compaction and transport of the City's municipal solid waste stream processed at the City's solid waste transfer station for a term of award for the Disposal division of the Sanitation And Environmental Services Department. These outsourced services would replace the transport services currently provided by the landfill at which this municipal solid waste stream is currently disposed.

BACKGROUND/STAFF COMMENTS:

The City published on July 21, 2022 a Notice to Bidders in the *Williamson Herald* for compaction and transport services for the City's municipal solid waste stream processed at the City's Solid Waste Transfer Station for a term of award. In addition, bid documents were sent on or about the same date directly to five (5) potential bidders known or thought to be interested in this solicitation. A bid from one (1) service provider was publicly opened at the bid opening held on August 25, 2022. A tabulation of the bids received for this solicitation is attached.

FINANCIAL IMPACT:

The responsible bidder that submitted the lowest priced responsive bid, Mr. Bults, Inc. (MBI) of Burnham, Illinois, at the unit pricing of \$1.00 per ton for compaction services and of \$25.85 per ton for transport services to Bi-County Landfill. This bid was identified because it is the lowest bid that meets or exceeds the City's intention as expressed and implied by the City's specifications as well as the instructions, terms and conditions pertaining to this procurement solicitation.

The City's specifications provided an estimated quantity per service year of municipal solid waste to be processed by the service provider pursuant to this procurement of 102,000 tons. For that estimated annual quantity, the estimated value of the MBI bid is \$2,738,700 per year for both compaction services as well as transport services to Bi-County Landfill. The City currently pays Bi-County Landfill \$37.03 per ton for both transport and landfilling of the City's municipal solid waste. For the same estimated annual quantity of 102,000 tons, the unit pricing the City currently pays Bi-County Landfill equates to \$3,777,060 per year. The Sanitation and Environmental Services Department's Disposal division budget for fiscal year 2023 allocates \$4,079,540 out of the Sanitation Fund for the purchase of for landfill and biosolids management services (including both transport and landfill disposal).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve, contingent upon Law Department and City Administrator approval of COF Contract No. 2022-0211, the apparent lowest best bid, from MBI of Burnham, Illinois, at the unit pricing of \$1.00 per ton for compaction services and of \$25.85 per ton for transport services to Bi-County Landfill, and award this procurement to this bidder. The City's Purchasing Manager believes the prepared solicitation documents as distributed allowed for competition among multiple service providers, and that the staff recommendation appears to be made in a fair and impartial manner based upon the proposals received. Contract No. 2022-0211 has been prepared for execution by the City Administrator pending approval by the Board of Mayor and Aldermen of the staff recommendation to accept the bid from and award the procurement to MBI.

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2022-0211)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Mr. Bult’s, Inc. (MBI) (“SERVICE PROVIDER”), who mutually agree as follows:

1. CITY issued (a) on July 21, 2022 Purchasing Office Solicitation No. 2023-001, a procurement solicitation for bids for compaction and transport services for the City’s municipal solid waste stream processed at the City’s Solid Waste Transfer Station for a term of award, (b) on August 11, 2022 Addendum No. 1 and (c) on August 19, 2022 Addendum No. 2 to Purchasing Office Solicitation No. 2023-001 (collectively, “SOLICITATION”).
2. In response to SOLICITATION, SERVICE PROVIDER submitted a bid dated August 19, 2022 (“SUBMITTAL”), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. SERVICE PROVIDER has, subsequent to SUBMITTAL, also completed, signed and submitted an affirmation of intent to be bound by SUBMITTAL (“AFFIRMATION OF INTENT TO BE BOUND”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. SERVICE PROVIDER included in SUBMITTAL CITY’s Standard Procurement Terms and Conditions with SERVICE PROVIDER’s contact information inserted (“CITY’S TERMS”), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein.
5. SERVICE PROVIDER has, subsequent to SUBMITTAL, also submitted a Certificate of Insurance (“CERTIFICATE OF INSURANCE”), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
6. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by SERVICE PROVIDER and the acceptance by CITY of all of the products and/or services ordered from SERVICE PROVIDER, pursuant to this AGREEMENT, then SERVICE PROVIDER shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that either indicates or collectively indicate the new date(s) of insurance coverage expiration and that either (a) meets or exceeds or (b) collectively meet or exceed CITY’s Insurance Requirements as specified in SOLICITATION.
7. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by SERVICE PROVIDER and the acceptance by CITY of all of the products and/or services ordered from SERVICE PROVIDER, pursuant to this AGREEMENT, then SERVICE PROVIDER shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2022-0211)

8. SERVICE PROVIDER agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Except as may be approved and authorized by CITY in advance of any subcontractor commencing work for this award, SERVICE PROVIDER may not subcontract any service component of the award except as is indicated in SUBMITTAL.
9. SERVICE PROVIDER has, subsequent to SUBMITTAL, also submitted CITY's Indemnification Agreement, executed for SERVICE PROVIDER ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.
10. CITY awarded on October 11, 2022 to SERVICE PROVIDER the purchase of compaction and transport services for the City's municipal solid waste stream processed at the City's Solid Waste Transfer Station for a term of award pursuant to SOLICITATION and SUBMITTAL.
11. Services shall be rendered to the satisfaction of CITY and pursuant to SOLICITATION. Failure by SERVICE PROVIDER to render services to the satisfaction of CITY and pursuant to SOLICITATION shall constitute grounds for CITY to consider SERVICE PROVIDER to be in breach of contract.
12. The term of award shall commence November 1, 2022 (the effective date of this AGREEMENT) and shall expire ten (10) years from the effective date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and SERVICE PROVIDER may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to five (5) additional years, for a maximum possible term of award of twenty (20) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager, after consultation with CITY's director of Sanitation and Environmental Services, is so authorized); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except for the quoted unit pricing for services to be rendered which shall be adjusted as specified in SOLICITATION; (d) that if SERVICE PROVIDER chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at CITY's discretion, CITY and SERVICE PROVIDER may negotiate an additional extension beyond such expiration. Note that CITY and SERVICE PROVIDER each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2022-0211)

13. For purposes of calculating the "Fuel Surcharge or Discount" described in subsection 13.4.7 of CITY's specifications as included in SOLICITATION:

- a. The round-trip mileage by landfill is as follows:

Destination	Bi-County Landfill 3212 Dover Rd. Woodlawn, TN 37191	Cedar Ridge Landfill 2340 Mooresville Highway Lewisburg, TN 37091	Hopkins County Regional Landfill 380 Grays Branch Rd. White Plains, KY 42464	West Camden Landfill 2410 US 70 Camden, TN 38320
round trip mileage from CITY's Solid Waste Transfer Station, 409 Century Court, Franklin, TN 37064, to destination landfill	166	78	250	202

- b. The Bid Submittal Deadline Index per gallon is \$4.890.

14. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20____.

For SERVICE PROVIDER:



(signature of SERVICE PROVIDER's authorized representative)

TITLE: Esst Area VP

For CITY:

(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

William E. Squires, Assistant City Attorney

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2022-0211)

Attachment No. 1

Excerpts from SUBMITTAL

Bid Submittal Form

a form required of Bidders on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2023-001

Bidder's name, street address, and mailing address (if different):	Mr. Bult's, Inc. 2627 E 139th St Burnham, IL 60633 																				
Bidder's contact person's name (printed), title, telephone number and e-mail address:	David Huitsing Vice President - East dhuitsing@mrbults.com 708-585-3325 																				
Does the bidder take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.																				
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.																				
Municipal solid waste Transport Services (unit pricing shall be quoted for all named landfills; at bidder's option, one or more additional sanitary landfills may be listed and quoted):	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; border-bottom: 1px solid black;">Year the bidder first delivered such services</td> <td style="border-bottom: 1px solid black;">1985</td> </tr> <tr> <td colspan="2" style="border-top: 1px solid black; border-bottom: 1px solid black;">Total quoted unit pricing for Transport Services to the following sanitary landfills:</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Bi-County Landfill 3212 Dover Road Woodlawn, TN 37191</td> <td style="border-bottom: 1px solid black;">\$25.85 per ton</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Cedar Ridge Landfill 2340 Mooresville Highway Lewisburg, TN 37091</td> <td style="border-bottom: 1px solid black;">\$16.00 per ton</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Decatur Landfill 324 Landfill Lane Bath Springs, TN 38311</td> <td style="border-bottom: 1px solid black;">\$ per ton</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Hopkins County Regional Landfill 380 Grays Branch Road White Plains, KY 42464</td> <td style="border-bottom: 1px solid black;">\$38.00 per ton</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Middlepoint Landfill 850 E. Jefferson Pike Murfreesboro, TN 37130</td> <td style="border-bottom: 1px solid black;">\$ per ton</td> </tr> <tr> <td style="border-bottom: 1px solid black;">West Camden Landfill 2410 US 70 Camden, TN 38320</td> <td style="border-bottom: 1px solid black;">\$31.50 per ton</td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;">\$ per ton</td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;">\$ per ton</td> </tr> </table>	Year the bidder first delivered such services	1985	Total quoted unit pricing for Transport Services to the following sanitary landfills:		Bi-County Landfill 3212 Dover Road Woodlawn, TN 37191	\$25.85 per ton	Cedar Ridge Landfill 2340 Mooresville Highway Lewisburg, TN 37091	\$16.00 per ton	Decatur Landfill 324 Landfill Lane Bath Springs, TN 38311	\$ per ton	Hopkins County Regional Landfill 380 Grays Branch Road White Plains, KY 42464	\$38.00 per ton	Middlepoint Landfill 850 E. Jefferson Pike Murfreesboro, TN 37130	\$ per ton	West Camden Landfill 2410 US 70 Camden, TN 38320	\$31.50 per ton		\$ per ton		\$ per ton
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	\$ per ton																				

Bid Submittal Form

a form required of Bidders on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2023-001

Bidder's name:		Mr. Bult's, Inc.
Municipal solid waste Compaction Services (quoted unit pricing to be in addition to unit pricing quoted for Transport Services):	Year bidder first delivered similar or related services to other clients:	2018
	Type(s) of similar or related services delivered to other clients:	N/A
	Total quoted unit pricing:	\$1.00 per ton
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?		☒ Yes. ☐ No, bidder requests the following payment terms: _____
Last date (no sooner than November 30, 2022) that bid and associated pricing is valid and may be accepted by the City:		12/1/2022
Method of payment: The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the bidder prefer?		☒ ACH or Electronic Funds Transfer. ☐ Bank credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? - Description of not only any bid services to be rendered but also any goods, products, items, software and/or hardware included in the bid. - City of Franklin Specifications, marked by the bidder as to compliance therewith as per the instructions therein; - Identification, listing and description of any exceptions to the procurement solicitation including the Specifications; - Contact information for required references (see Instructions for Bidders); - City of Franklin Standard Procurement Terms and Conditions, with the bidder's contact information inserted; - Bidder's proposed agreement or contract, if any, the terms and conditions of which are not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; - City of Franklin Affidavit of Title VI Compliance, executed in full; and - If bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.		☒ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)		☐ Addendum No. 1. ☒ Addenda Nos. 1 through <u>2</u> . ☐ No addenda.

Services Approach

Transportation

MBI will work closely with the City of Franklin and its staff to coordinate with our terminal manager and dispatcher in order to furnish all tractors, trailers, and drivers as required to perform the Transportation Services pursuant to the terms of Agreement.

MBI currently has all the trucks and open top trailers we need at our Antioch and Camden terminal pool of trucks in order to perform the work required. MBI's fleet is twice the size of our nearest competitor and is second to no one when it comes to service. If awarded, MBI will order new tube trailers to utilize with the compactor.

MBI's maintenance is all preformed in house and is handled locally by our Maintenance Manager and our diesel mechanics. All of our maintenance staff receive annual and quarterly training on how to properly maintain our equipment and updates them on applicable Federal, State, and locally mandated standards. In event of a spillage our maintenance staff is properly trained and equipped with the tools necessary to perform an immediate clean-up.

MBI will receive waste from the transfer stations and deliver to the designated destinations as required under the terms of the Agreement. Our drivers are properly trained on how to properly perform pre-trip inspections, post-trip inspections, and tarping of trailers. MBI drivers will collect the bills of lading and upload them into our dispatch system along with any scale tickets received at the transfer stations or landfills. All of our driving staff receive annual and quarterly training on how to properly deliver waste and updates them on applicable Federal, State, and locally mandated standards.

Compaction

MBI will furnish a HL Series Compactor and the labor for installation on premise. The City of Franklin will provide power supply. The Compactor will remain on-site for the term of the agreement and any further extensions.

MBI will perform all preventive maintenance along with any repairs if needed. Franklin will be required to perform the general housekeeping around the machine and blow out oil coolers if necessary. A visual inspection of oil level and potential leaks is required daily before startup. If an issue is found the City of Franklin will contact MBI for repairs. The compactor is built with redundant motors and pumps. Should a failure occur on one of these items the machine is designed to run on one circuit. A kit of common spare parts is inventoried on the machine. MBI has all additional parts required if needed to make repairs if necessary. The machine is also equipped with telemetry and the ability to see real time any issues and ability to "remote in" if needed.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2023-001

1. Solicitation identified: These Specifications apply to the following procurement solicitation:

compaction and transport services for the City's municipal solid waste stream processed at the City's Solid Waste Transfer Station for a term of award

Purchasing Office Solicitation No.: 2023-001

2. Notice to Bidders publication date: **July 21, 2022**
3. Solicitation release date: **July 21, 2022**
4. Mandatory* Pre-Bid Conference: **August 11, 2022, 2:00 p.m. Central Time, to commence at the following location:**

City of Franklin Sanitation and Environmental Services Department Headquarters
417 Century Court
Franklin, TN 37064

***PLEASE NOTE:**

- The City has scheduled a mandatory pre-bid conference, including a tour of the City's Solid Waste Transfer Station, for this procurement.
 - Service providers who intend to compete for this procurement are required to be represented in person at the mandatory pre-bid conference, including a tour of the City's Solid Waste Transfer Station. Any bid submitted by a service provider who is not represented in person at the mandatory pre-bid conference, including the tour of the City's Solid Waste Transfer Station, shall be considered by the City to be non-responsive and shall be rejected.
 - The mandatory pre-bid conference is scheduled to include a tour of the City's Solid Waste Transfer Station, 409 Century Court (which is located next door and is in walking-distance proximity to the City's Sanitation and Environmental Services Department Headquarters).
 - Parking for the mandatory pre-bid conference, including the tour of the Solid Waste Transfer Station, is available at the City's Sanitation and Environmental Services Department Headquarters, 417 Century Court.
 - If you have personal protective equipment (PPE) of your own, specifically, a reflective vest and hard hat, please bring those to wear during the facility tour.
5. Deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation: **August 16, 2022, 2:00 p.m. Central Time**
6. Bid submittal deadline and scheduled opening: **August 25, 2022, 2:00 p.m. Central Time**

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2023-001

7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **September 9, 2022**
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which the procurement is tentatively scheduled to be awarded to the responsible bidder that submits the lowest priced responsive bid: **October 11, 2022**
9. Target effective date for term of award: **November 1, 2022**
10. Objective: To award, by means of a competitive procurement process, to the responsible bidder that submits the lowest priced responsive bid to furnish all labor, materials and means necessary to render compaction and transport services for the City's municipal solid waste stream that is processed at the City's Solid Waste Transfer Station for a term of award, as specified below. See the accompanying Instructions for Bidders for additional information and instructions, including the definitions of the terms "responsible bidder" and "responsive bid."
11. Exceptions:
 - a. To avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered by the City to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and included in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2023-001

12. General terms and conditions:

- a. Bid pricing: The bid pricing shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to supply and deliver the specified products and/or render the specified services.
- b. Licenses and permits: The bidder awarded the purchase shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to supply and deliver the specified products and/or render the specified services, and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Payment terms: As a matter of practice, the City pays for goods and/or services only after receipt by the City of such goods and/or services as ordered, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services as ordered, net thirty (30) calendar days from date of delivery, or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the bidder prefers alternate payment terms, then the bidder shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- d. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase pricing, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- e. Use of subcontractors: The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid. Requirements for references and insurance shall apply to any subcontractor.
- f. Safe work area: The bidder awarded the purchase will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- g. Other documents to be required of the bidder recommended to be awarded the purchase: See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the bidder recommended to be awarded the purchase.
- h. Damages: The bidder awarded the purchase shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City at the bidder's own expense and at no additional charge to the City.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2023-001

- i. Standard Procurement Terms and Conditions: By submitting its bid, the bidder certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- j. Refusal to honor submittal: If and after an award is made by the City, if the bidder refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- k. Confidential and/or proprietary information; trade secrets: All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the bidder indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the bidder's representation that materials supplied by the bidder do not contain trade secrets or proprietary information which is not subject to public disclosure.
- l. Drug-free workplace: The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up alcohol and controlled substances testing of City employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2023-001

13. Detailed specifications: Please note:

- Bidders shall provide in or with their bid a detailed description of not only the bid services to be rendered but also any goods, products, items, software and/or hardware included in their bid.
- Bidders are required to mark with a “C” the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
- Bidders are required to mark with an “E” the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
- Any exceptions to the City’s specifications shall be identified by the bidder on the City’s specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and provided in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City’s expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2023-001

- 13.1. General.
- 13.1.1. The City of Franklin is party to an ongoing arrangement with Bi-County Solid Waste Management System (“Bi-County”), a Tennessee solid waste authority created by interlocal agreement by and between the Montgomery County government and the Stewart County government, for transport and sanitary landfill disposal of the City’s municipal solid waste stream that is processed at the City’s Solid Waste Transfer Station. This arrangement currently stipulates that the transport and sanitary landfill disposal services are to be rendered through June 30, 2026. The City and Bi-County have agreed to evaluate whether to amend the arrangement such that responsibility for transport of the City’s municipal solid waste stream that is processed at the City’s Solid Waste Transfer Station would be reassigned to the City for the duration of the arrangement.
- 13.1.2. C City seeks bids from qualified bidders for both Compaction Services as well as Transport Services for the City’s municipal solid waste stream that is processed at the City’s Solid Waste Transfer Station.
- 13.1.3. C To be qualified to submit a bid to render the specified services, the bidder (1) must, for at least the most recent twelve (12) months, have been providing solid waste compaction and transport services at solid waste transfer stations for at least three (3) other customers whose current annual volume of solid waste is at least the estimated quantity of Municipal Solid Waste projected by the City of Franklin to be processed by the Service Provider during the first year of the term of award and (2) must have, or have access to, equipment and personnel sufficient to render the specified services.
- 13.1.4. C Bidders shall include with its completed Bid Submittal Form references for solid waste compaction and transport services provided for at least the most recent twelve (12) months to three (3) different customers whose current annual volume of solid waste is at least the estimated quantity of Municipal Solid Waste projected by the City of Franklin to be processed by the Service Provider during the first year of the term of award. Reference information to be provided shall include: customer name, customer address, description of services provided, date of service commencement and whether ongoing, current or most recent volume per year, contact name and title, and contact telephone number and e-mail address. If the City of Franklin is a recent customer of the bidder for similar services, then add the City of Franklin to the list of references as a fourth reference.

City of Franklin, Tennessee Specifications

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- 13.1.5. C Bidder awarded the purchase shall provide any labor and equipment necessary to render the specified services in a manner (a) consistent with best practices for the specified services and (b) that does not involve undue risk to the safety of anyone.
- 13.1.6. C Hours of normal operation by the City of the scale house and the scales for the Transfer Station are 6:00 a.m. to 4:00 p.m., Monday through Friday, except holidays observed by the City's Department of Sanitation and Environmental Services (SES).
- 13.1.7. C Hours of normal operation by the City of the Transfer Station (which excludes the scale house and the scales for the Transfer Station) are 6:00 a.m. to 5:00 p.m. or until the Transfer Station tipping floor is clear of Municipal Solid Waste dumped onto that floor before 5:00 p.m. that day, whichever is later, Monday through Friday, except holidays observed by SES.
- 13.1.8. C Service Provider shall have unlimited access to the Transfer Station.
- 13.1.9. C SES currently observes eight (8) holidays each year. Holidays observed by SES that fall on a Saturday are typically observed on the preceding Friday. Holidays observed by SES that fall on a Sunday are typically observed on the following Monday. The schedule of holidays observed by SES for any particular calendar year is available upon request from the City's Transfer Station manager or designee. Holidays currently observed by SES are as follows:
- New Year's Day
 - Martin Luther King, Jr. Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
- 13.1.10. C The specified services shall not be rendered by the bidder awarded the purchase until after a notice of award is issued by the City and the term of award has commenced. A notice of award is not to be issued until after, but typically within two (2) weeks of, the date of award.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2023-001

- 13.2. C Performance.
- 13.2.1. C Except as may be authorized in writing by the City, the specified services shall be rendered by the bidder awarded the purchase to the satisfaction of the City.
- 13.2.2. C Failure by the bidder awarded the purchase to render the specified services to the satisfaction of the City shall constitute grounds for the City to consider the bidder awarded the purchase to be in breach of contract.
- 13.2.3. C Service Provider performance considered by the City to be mission critical:
- 13.2.3.1. C Any violation of applicable law or regulations (other than any excess weight violations caused by City's own operations).
- 13.2.3.2. C Adversely impacting the operations of the Transfer Station.
- 13.2.3.3. C Failure to properly secure all solid waste being transported to the landfill. Service Provider shall be solely responsible for ensuring debris from loaded transport trailers does not litter public roads. In the event the Service Provider fails to control litter during transport, or otherwise causes litter to be deposited on public roads, Service Provider shall be responsible for removing said litter from all roads used by Service Provider for transporting the City's solid waste.
- 13.2.3.4. C Submittal of erroneous or incomplete invoices.
- 13.2.4. C Service Provider shall be expected to perform the services required in such a manner and at such intervals so as to be cost effective but not adversely affect, interfere with, or adversely impact the operation of Transfer Station, as determined by City. City shall notify Service Provider in writing of any significant violation of this performance standard and provide Service Provider up to ten (10) calendar days to respond to the notice. Three (3) determinations of significant violations of the performance standard within any twelve (12) month period may be cause for termination of the award and other remedies as may be available to City.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2023-001

- 13.3. C Term of award.
- 13.3.1. C The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of ten (10) years, effective upon the effective date of any procurement agreement resulting from this procurement solicitation as such procurement agreement is executed in full by both parties. At least for transport services, the City is targeting an effective date of November 1, 2022.
- 13.3.2. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, including any extensions to the term of award made pursuant to this provision, the City and the bidder awarded the purchase may choose to exercise an option to extend the term of award two (2) times, each time for up to five (5) additional years, for a maximum possible term of award of twenty (20) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by one or more authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except for the quoted unit pricing for services to be rendered which shall be adjusted as specified below; (d) that if the bidder awarded the purchase chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at the City's discretion, such as if the City does not have or anticipates not having a successor service provider selected by the expiration of the term of award, including any extensions anticipated by this procurement solicitation if exercised, the City and the bidder awarded the purchase may negotiate an additional extension beyond such expiration. Note that the City and the bidder awarded the purchase each specifically retain the right, with or without cause, not to extend the term of award.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2023-001

- 13.4. C Pricing.
- 13.4.1. C Using the accompanying Bid Submittal Form, Bidders shall quote unit pricing for rendering the specified services. Unit pricing shall be quoted separately for compaction services and for transport services.
- 13.4.2. C Quoted unit pricing for the specified services shall apply only to the first year of the term of award.
- 13.4.3. C After the first year of the term of award, including any extensions to the term of award, the quoted unit pricing for the specified services (in total, not just for any particular component thereof) shall be adjusted exactly once per year and exactly by the percentage change between the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index-U, U.S. City Average, All Items Less Food and Energy, not seasonally adjusted, for the South Urban Statistical Area, for the second-to-last calendar month of the service year preceding the service year to which the new rate is to apply, in comparison with the like index figure descriptive for the month during which is the bid submittal deadline and scheduled opening.
- 13.4.4. C Quoted unit pricing for the specified services shall be expressed in terms of U.S. dollars per short ton (2,000 pounds) of solid waste.
- 13.4.5. C Quoted unit pricing for the specified services shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to render the specified services.
- 13.4.6. C Quoted unit pricing for the specified services shall be all inclusive for all specified services and all costs that are incurred by the Service Provider of doing so. Except for fuel, the City hereby specifically rejects any other fee or other surcharge. Examples of such rejected other fees or other surcharges include, but are not limited to, equipment and/or maintenance charges, and/or charges for time-of-service or day-of-service. Except for fuel, any changes for the bidder awarded the purchase to its cost of doing business and/or service delivery, such as any example listed above, shall be absorbed by the bidder awarded the purchase and shall not be subject to direct pass-through to the City.

City of Franklin, Tennessee Specifications

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- 13.4.7. C For transport pricing only (and not for compaction pricing), fluctuations in fuel costs more than 10% above or more than 10% below the U.S. Department of Energy Midwest (PADD 2) Region Index ("Index") per gallon of on-highway ultra-low sulfur diesel fuel on the day of the City's bid submittal deadline and scheduled opening for this procurement solicitation ("Bid Submittal Deadline") shall be recovered by the Service Provider (in the case of a fluctuation more than 10% above the Index on Bid Submittal Deadline) or the City (in the case of a fluctuation more than 10% below the Index on Bid Submittal Deadline) through a Fuel Surcharge or Discount ("FSD") computed using the following formulas:
- (Current Index per gallon minus Bid Submittal Deadline Index per gallon) / 5.00 miles per gallon = FSD per mile
- (FSD per mile multiplied by round-trip miles) = FSD per load
- The FSD, which is to be updated on the first Monday of every new month during the term of award, including any extensions to the term of award, will be computed on a dollars-per-mile basis, and translated to a dollars-per-load basis for invoicing purposes. Fractions will be rounded to the nearest whole cent. No surcharge or discount is to be levied unless the current Index is either at least 10% above or at least 10% below Bid Submittal Deadline Index. When the first business day falls on a holiday observed by the U.S. Department of Energy and no Index is posted on that day, then the update shall utilize the Index for the first day thereafter for which the Index is posted.
- 13.4.8. C For Transport Services only, quoted unit pricing:
- 13.4.8.1. C Shall be the same regardless of the method utilized by the Service Provider for towing the Service Provider's loaded solid waste transport trailers to the landfill.
- 13.4.8.2. C Shall be landfill-specific for each and every sanitary landfill listed on the Bid Submittal Form. Failure to quote the unit pricing for all of the sanitary landfills listed on the Bid Submittal Form shall cause the bid to be considered by the City to be non-responsive.
- 13.4.8.3. C Shall assume that the sanitary landfill selected by the City regularly and routinely accepts deliveries of solid waste from the City between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday.

City of Franklin, Tennessee Specifications

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- 13.5. C Termination.
- 13.5.1. C The City and the Service Provider each waive the right to exercise an option to terminate without cause the term of award, including any extensions to the term of award.
- 13.5.2. C If either the City or the Service Provider becomes insolvent or bankrupt or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of its creditors, or ceases to function as a going concern or to conduct its operations in the normal course of business, or if the Transfer Station is sold by the City or closed pursuant to order by Tennessee or United States federal regulator, then the City and the Service Provider each retain the non-exclusive right to exercise an option to terminate immediately the term of award, including any extensions to the term of award, by notifying in writing the other party of the termination.
- 13.5.3. C Except in the case of authorized immediate termination specified above, if either the City or the Service Provider breaches in any manner any agreement or contract resulting from the procurement solicitation to which these Specifications pertain, then the non-breaching party may terminate the term of award, including any extensions to the term of award, by providing written notice to the other party of the allegation and nature of the breach. The party alleged to have breached will have ten (10) calendar days from the date it receives any notice of allegation and nature of a breach to cure payment breaches, and thirty (30) calendar days from the date it receives any notice of allegation and nature of a breach to cure all other breaches, after which time the term of award automatically terminates upon written notice of termination from the non-breaching party provided within thirty (30) days after the expiration of the relevant cure period.
- 13.5.4. C See City's Standard Procurement Terms and Conditions for additional provisions regarding "Termination."

City of Franklin, Tennessee Specifications

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13.6.

Risk management.

13.6.1.

C

Before award of the procurement by the City, the bidder recommended to be awarded the purchase shall provide one or more certificates of insurance providing evidence of the following minimum types and limits of unexpired insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	• \$1,000,000 Each Occurrence • \$2,000,000 General Aggregate • \$1,000,000 Personal and Advertising Injury • \$2,000,000 Products-Completed Operations Aggregate • Coverage shall be Primary and Non-Contributory • Limits shall apply on a Per Project Basis • Waiver of Subrogation shall apply	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	• \$1,000,000 Combined Single Limit Each Accident • Waiver of Subrogation shall apply	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached
Workers Compensation ²	• Statutory Limits • Waiver of Subrogation shall apply	Certificate Holder ¹ only
Employers Liability ²	• \$1,000,000 Bodily Injury Each Accident • \$1,000,000 Policy Limit Bodily Injury by Disease • \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder ¹ only
Umbrella or Excess Liability	• \$3,000,000 Each Occurrence • \$3,000,000 Aggregate • Waiver of Subrogation shall apply	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations

¹ Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

² Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction service providers) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

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- 13.6.2. C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of the term of award, including any extensions thereto, pursuant to this procurement solicitation, then the bidder awarded the purchase shall immediately suspend work or supply, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.
- 13.6.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of the term of award, including any extensions thereto, pursuant to this procurement solicitation, then the bidder awarded the purchase shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.
- 13.6.4. C The bidder awarded the purchase shall agree to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid.
- 13.6.5. C Neither a performance bond nor a payment bond is required for this procurement.
- 13.6.6. C Any damage, beyond normal wear and tear, to the real property (land and facilities) of the City or to the personal property (vehicles and equipment) of either party shall be the exclusive responsibility and liability of the party that caused the damage, if determinable, otherwise of the owner, if not determinable. The cost of repair to a condition approximating the condition immediately prior to damage of property that has incurred any such damage caused by the non-owning party shall be promptly paid by that party to the owning party, such cost to be equal to the least expensive of at least three (3) quotes for such repair, if such number of quotes is obtainable.

City of Franklin, Tennessee Specifications

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- 13.6.7. C In the event of damage to City property or personal injury that occurs on City property, the accident or loss shall be reported as soon as practicable to City's Transfer Station manager or designee.
- 13.7. C Definitions.
- 13.7.1. C "Compaction Services" shall mean the Service Provider supplying, delivering, installing and, for the duration of the term of award, including any extensions thereto, maintaining compaction equipment for the City to operate at the Transfer Station, said equipment to be designed and used for the compaction of solid waste at the Transfer Station.
- 13.7.2. C "Diverted Waste" shall mean waste that is accepted at the Transfer Station but is not intended for disposal at a sanitary landfill and shall include recyclables (such as what is collected by means of the City's Blue Bag Recycling Program or any successor to that program), wood waste and yard waste, and any other solid waste that may be diverted for purposes of calculating the State's 25% reduction goal for Williamson County. Processing Diverted Waste is beyond the scope of this procurement solicitation and is the City's responsibility.
- 13.7.3. C "Excluded Waste" shall mean waste that is not accepted at the Transfer Station and shall include Hazardous Waste and Special Waste as disallowed by the State of Tennessee, medical waste, discarded appliances and white goods, toxic substances, radioactive waste, earth, body wastes, abandoned vehicles, vehicle parts, large equipment (or parts thereof), tires, construction or demolition debris delivered to the Transfer Station by a commercial hauler, or any other type of waste that is not permitted to be disposed of in a Subtitle D, Class I landfill.
- 13.7.4. C "Hazardous Waste" shall mean a type of Excluded Waste and shall include solid waste defined as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. §2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic waste.
- 13.7.5. C "Municipal Services Complex" shall mean the campus of City-owned land and facilities located on Century Court, Franklin, TN 37064, that includes the Transfer Station, scale house, scales, wood chipping area, incinerator area, rolling stock shelter and offices of the City's Sanitation and Environmental Services Department, as well as areas designated for other purposes.

City of Franklin, Tennessee Specifications

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- 13.7.6. C “Municipal Solid Waste” shall mean the solid waste stream collected by commercial haulers or the City and delivered to and deposited at the City’s Transfer Station, including residential waste (including garbage, refuse, trash and bulky waste), construction and demolition debris collected and delivered to the Transfer Station by the City, commercial waste and Diverted Waste.
- 13.7.7. C “Service Provider” shall mean the contractor to which the City awards, pursuant to this procurement solicitation, municipal solid waste Compaction Services and Transport Services for the City’s municipal solid waste stream that is processed at the City’s Solid Waste Transfer Station.
- 13.7.8. C “Special Waste” shall mean a type of Excluded Waste and shall include any discarded material from a non-residential source as defined by the State of Tennessee Rules of Tennessee Department of Environment and Conservation Division of Solid Waste Management.
- 13.7.9. C “Transfer Station” shall mean City’s facility located at 409 Century Court, Franklin, Tennessee, and includes the Transfer Station tipping floor upon which Municipal Solid Waste is dumped, the cranes installed at the Transfer Station, as well as the tunnel through which solid waste transport trailers are towed and in which they are loaded, but excludes the scale house, scales and other components of the Municipal Services Complex.
- 13.7.10. C “Transport Services” shall mean transporting Municipal Solid Waste, other than Diverted Waste, from the Transfer Station to a sanitary landfill permitted to accept Class I municipal solid waste of the City’s choosing for the duration of the term of award, including any extensions thereto.

City of Franklin, Tennessee Specifications

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13.8. Quantities of Municipal Solid Waste, excluding Diverted Waste, to be processed by the Service Provider pursuant to this procurement:

13.8.1. The following table provides historic data on average actual quantities of Municipal Solid Waste, excluding Diverted Waste, by service year since July, 2018:

Year Ending	6/30/2019	6/30/2020	6/30/2021	6/30/2022
Daily Average	Tons	Tons	Tons	Tons
Monday	317	392	407	378
Tuesday	376	444	446	453
Wednesday	357	377	467	433
Thursday	327	325	339	338
Friday	271	268	291	303
Week	1,648	1,806	1,950	1,905

13.8.2. For the purposes of this bid, City estimates the following quantity per service year of Municipal Solid Waste, excluding Diverted Waste, to be processed by the Service Provider pursuant to this procurement: 102,000 tons per year.

13.8.3. C By indicating "C" for comply with this provision, Service Provider specifically acknowledges that the above estimated quantity per year of Municipal Solid Waste, excluding Diverted Waste, does not represent a guaranteed minimum, guaranteed actual or guaranteed maximum quantity to be processed by the Service Provider pursuant to this procurement solicitation and is provided only for the bidder's information in the process of preparing its bid, and for the City to use in calculating the total estimated value per service year of a particular bid.

13.8.4. C City hereby specifically rejects any minimum or maximum limits on the quantities of solid waste to be processed by the Service Provider pursuant to this procurement.

13.8.5. C The Service Provider agrees to utilize and abide by the results of the City's scales at the Transfer Station. Service Provider may, at its own cost and during normal business hours, inspect the City's scales and test the accuracy of the same. Any such test results shall be provided to both City and the Service Provider. Documented inaccuracies shall, at the request of either party, result in timely invoice adjustments by the Service Provider and scale repairs by the City.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2023-001

- 13.9. Other obligations of the City for the duration of the term of award, including any extensions thereto.
- 13.9.1. C The City shall own, operate and maintain Transfer Station, including the stationary cranes but excluding the compaction equipment provided by the Service Provider which shall be operated by the City but maintained by the Service Provider.
- 13.9.2. C The City shall retain responsibility for obtaining all permits and approvals related to the operation of Transfer Station.
- 13.9.3. C The City shall deliver or cause to be delivered to Transfer Station all City Municipal Solid Waste collected by the City.
- 13.9.4. C The City shall provide electricity for operation of the solid waste compaction equipment to be provided and installed by the Service Provider.
- 13.9.5. C The City shall operate the compaction equipment provided by the Service Provider.
- 13.9.6. C The City shall, within the weight limits of the law, load Municipal Solid Waste, other than Diverted Waste, onto the Service Provider's solid waste transport trailers.
- 13.9.7. C The City shall make available and maintain a staging area at the Municipal Services Complex with enough space to maneuver and park up to ten (10) solid waste transport trailers provided by the Service Provider.
- 13.9.8. C The City shall:
- 13.9.8.1. C Pull an empty transport trailer into the Transfer Station loading tunnel, using a City-owned road tractor or yard tractor.
- 13.9.8.2. C Either compact the solid waste and then load it onto an empty transport trailer or load and compact the solid waste in an empty transport trailer.
- 13.9.8.3. C The City shall load Service Provider's solid waste transport trailers with a minimum payload of 20 tons (as documented by the landfill weigh ticket) per trailer designed for a payload of at least this weight. (In the event City fails to do so, then Service Provider may invoice City for the 20-ton minimum for that load.)
- 13.9.8.4. C Clear loose debris from the top of each loaded transport trailer prior to the trailer being pulled out of the Transfer Station loading tunnel.
- 13.9.8.5. C Unless a Service Provider driver and tractor are available to do so, then pull each loaded transport trailer out of the Transfer Station loading tunnel.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2023-001

- 13.9.8.6. C Unless a Service Provider driver and tractor have pulled the loaded transport trailer out of the Transfer Station loading tunnel, then park each loaded transport trailer within the staging area designated by the City and located at the Municipal Services Complex.
- 13.9.8.7. C Unless a Service Provider driver and tractor have pulled the loaded transport trailer out of the Transfer Station loading tunnel, then cover each uncovered loaded transport trailer within the staging area designated by the City and located at the Municipal Services Complex.
- 13.9.9. C Until the solid waste is either compacted and then loaded onto the Service Provider's transport trailer or loaded onto the Service Provider's transport trailer and then compacted, the City is considered to be in possession of all waste accepted at the Transfer Station, including any Excluded Waste and any Diverted Waste (the latter of which shall be the City's exclusive responsibility to process) and therefore shall have the sole and exclusive responsibility and liability for the legal and proper care, custody and control of that waste.
- 13.9.10. C Until the solid waste is either compacted and then loaded onto the Service Provider's transport trailer or loaded onto the Service Provider's transport trailer and then compacted, any Excluded Waste discovered to be in the City's municipal solid waste stream shall be the responsibility of the City, and the legal and proper care, custody, control and disposal of such Excluded Waste shall be the exclusive responsibility and liability of the City, at the City's expense.
- 13.9.11. C The City shall allow Service Provider reasonable access to Municipal Services Complex outside normal operating hours to accommodate Service Provider.
- 13.9.12. C The City shall, promptly upon request, communicate and share with Service Provider all City data pertinent to this procurement and found by the City to be necessary to share for the efficient operation of the Transfer Station.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2023-001

- 13.10.** Other obligations of the Service Provider for the duration of the term of award, including any extensions thereto.
- 13.10.1.** C The Service Provider shall transport City Municipal Solid Waste from Transfer Station to, and dispose of such waste at, the landfill designated by the City, all in compliance with applicable laws and regulations.
- 13.10.2.** C The Service Provider shall supply and install but not operate solid waste compaction equipment, supply and operate solid waste transport trailer tractors, and supply and maneuver solid waste transport trailers, at least sufficient to render the specified municipal solid waste Compaction Services and Transport Services and at least sufficient for the Transfer Station tipping floor to be cleared of Municipal Solid Waste other than Diverted Waste accepted at the Transfer Station each day of Transfer Station operation, regardless of the actual quantity of municipal solid waste received at the Transfer Station on any given day.
- 13.10.3.** C The Service Provider shall be responsible for securing necessary permits and approvals from relevant federal, state and local governmental agencies having jurisdiction over its compaction equipment, transport vehicles and operations.
- 13.10.4.** C The Service Provider shall ensure that its solid waste transport trailers used to transport City Municipal Solid Waste comply with all relevant federal, state and local laws and regulations.
- 13.10.5.** C Service Provider shall be responsible for the condition, maintenance and repair of the solid waste compaction equipment, the transport trailers and any other vehicles and equipment it supplies for the specified services pursuant to this procurement solicitation.
- 13.10.6.** C The Service Provider shall use scales owned, operated and maintained by the City to weigh the Service Provider's solid waste transport trailers, both empty as they enter the Municipal Services Complex and loaded as they exit the Municipal Services Complex.
- 13.10.7.** C The Service Provider shall, before removing from the Municipal Services Complex any loaded transport trailers, cover any uncovered transport vehicles.
- 13.10.8.** C The Service Provider shall, before removing from the Municipal Services Complex any loaded transport vehicles, collect and properly dispose of any loose debris on or near those transport vehicles.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2023-001

- 13.10.9. C After the solid waste is either compacted and then loaded onto the Service Provider's transport trailer or loaded onto the Service Provider's transport trailer and then compacted, the Service Provider is considered to be in possession of all waste accepted at the Transfer Station, including any Excluded Waste but excluding any Diverted Waste (the latter of which shall be the City's exclusive responsibility to process) and therefore shall have the sole and exclusive responsibility and liability for the legal and proper care, custody and control of that waste until that waste is unloaded at the destination sanitary landfill designated by the City.
- 13.10.10. C After the solid waste is either compacted and then loaded onto the Service Provider's transport trailer or loaded onto the Service Provider's transport trailer and then compacted, any Excluded Waste discovered to be in the City's municipal solid waste stream shall be the responsibility of the Service Provider, and the legal and proper care, custody, control and disposal of such Excluded Waste shall be the exclusive responsibility and liability of the Service Provider, at the Service Provider's expense.
- 13.10.11. C Except in the event and to the extent of the City's negligence or willful misconduct, the Service Provider assumes full responsibility and shall bear all liability for any and all damages and fines occurring during the time that said waste is in the Service Provider's control, custody or possession. The Service Provider is expressly prohibited from adding any materials to said waste, or removing any materials from said waste, at any point between the Transfer Station and said landfill without the express written consent of the City. Notwithstanding the foregoing, the Service Provider is not assigned title to said waste by the City by means of these Specifications.
- 13.10.12. C The Service Provider shall be solely responsible for any and all environmental cleanup costs and fines resulting from Service Provider's equipment.
- 13.10.13. C All operations shall be conducted in a manner that complies with the following:
- All City Sanitation and Environmental Services Department policies and procedures for operations and acceptance of materials, including any additional or amended policies and procedures that may be introduced during the course of the term of award, including any extensions thereto.
 - City of Franklin Municipal Code, Title 17, Solid Waste Ordinance.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2023-001

- City of Franklin Transfer Station Permit as issued by the Tennessee Department of Environment and Conservation (TDEC).
 - Sanitation and Environmental Services Department policy prohibiting the salvaging or scavenging of any materials delivered to the Transfer Station Facility.
- 13.10.14. C Service Provider shall promptly communicate to the City's Transfer Station manager or designee any foreseeable delays to meeting the performance expectations expressed and implied by these Specifications.
- 13.10.15. C Service Provider shall provide all safeguards and take any other needed actions as it determines, or as City may determine, to be reasonably necessary to protect the life and health of City employees as well as the general public and to protect City property.
- 13.10.16. C Service Provider shall provide reasonable assistance to City personnel to support successful operation of the City solid waste transfer station.
- 13.10.17. C The Service Provider shall project a positive image of and for the City, and any receiving landfills.
- 13.10.18. C For the services it renders to and for the City pursuant to this procurement solicitation, the Service Provider shall not utilize any subcontractors not identified in its bid submittal without the written consent of City.
- 13.10.19. C The Service Provider shall invoice City on a monthly basis for services rendered, and payment thereon shall be due thirty (30) calendar days from date of invoice. Landfill weigh tickets shall be provided with the monthly invoice.

References				
Transfer Station	Calumet Transfer Station	Medina Transfer Station	Akron Transfer Station	Cleveland Transfer Station
Tonnage Volume 8/14/21-8/13/22	126,955.07	154,094.03	144,208.71	219,105.80
Customer Name	Republic Services	Rumpke	Waste Management	Waste Management
Site Address	2054 E 110th St, Chicago, IL	8700 Lake Rd, Seville, OH	389 Founatin St, Akron, OH	7450 Oakleaf Rd, Oakwood Village, OH
Point of Contact	Steve Vogrin	Michelle Stone	Ben Ross	Ben Ross
POC Title	Area Director of Operations	Procurement Manager	Senior Manager of Supply Chain Logistics	Senior Manager of Supply Chain Logistics
POC Email	svogrin@republicservices.com	michelle.stone@rumpke.com	bross9@wm.com	bross9@wm.com
POC Phone#	708-516-7050	513-741-5247	412-251-1658	412-251-1658
Contract Start Date	10/1/2013	3/22/2019	3/1/2018	3/1/2018
Contract Status	Ongoing	Ongoing	Ongoing	Ongoing
Description of Services	Compaction and Transportation	Compaction and Transportation	Compaction and Transportation	Compaction and Transportation
Compactor Installation Year	2016	2019	2019	2018

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Illinois)
County of Cook) SS

Affiant, David Huitsing, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Vice President - East of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Mr. Bult's, Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

[Signature]
(signature of Affiant)

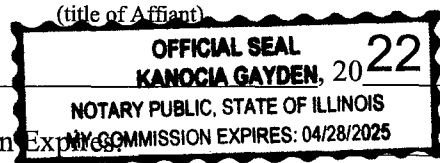
Vice President - East

(title of Affiant)

Sworn and subscribed to before me this 19 day of August

[Signature]
(Notary Public)

My Commission Expires



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2023_001)

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Illinois)
County of Cook) SS

Affiant, David Huitsing, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Vice President - East of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Mr. Bult's, Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

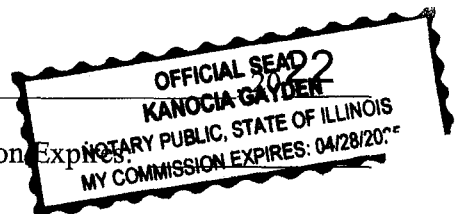
[Signature]
(signature of Affiant)

Vice President - East
(title of Affiant)

Sworn and subscribed before me this 19 day of August

[Signature]
(Notary Public)

My Commission Expires



Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Illinois)
County of Cook) SS

Affiant, David Huitsing, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Vice President - East of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Mr. Bult's, Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

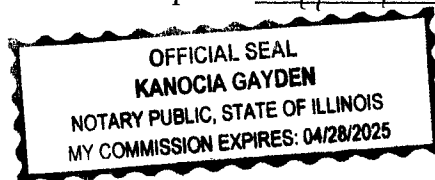
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

[Signature]
(signature of Affiant)

Vice President - East
(title of Affiant)

Sworn and subscribed to before me this 19 day of August, 2022
[Signature]
(Notary Public)

My Commission Expires: 4/28/2025



**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

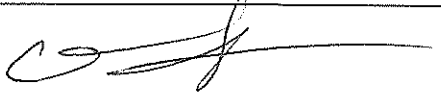
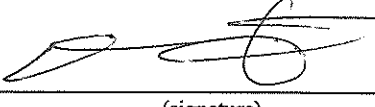
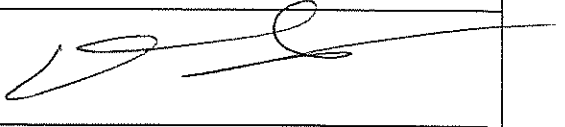
(City of Franklin Contract No. 2022-0211)

Attachment No. 2

AFFIRMATION OF INTENT TO BE BOUND

Affirmation Of Intent To Be Bound By Bid Submitted To City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2023-001

Bidder's name, street address, and mailing address (if different):	Mr. Bult's, Inc. 2627 E 139th St Burnham, IL 60633
Bidder's contact person's name (printed), title, telephone number and e-mail address:	David Huitsing Vice President - East dhuitsing@mrbults.com 708-585-3325
Affirmation of bidder's intent to be bound by bidder's bid: I affirm (a) that the failure on the part of the bidder identified above to sign the City of Franklin, Tennessee Bid Submittal Form as otherwise completed and included in the bidder's bid submitted in response to the City's Purchasing Office Solicitation No. 2023-001 and opened by the City on August 25, 2022, was inadvertent, (b) that said bidder did and does intend to be bound by said bid the same as if the Bid Submittal Form had been executed in full, and (c) that I am authorized to declare this affirmation on behalf of said bidder.	 (signature)
First subscription and affirmation of bidder's authorized representative: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 (signature)
Second subscription and affirmation of bidder's authorized representative: Except for any contract resulting from the submittal of this bid with a total potential value of less than \$250,000, by submission of this bid, each bidder, except those with fewer than ten employees, and each person signing on behalf of any such bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that, to the best of its knowledge and belief, such bidder is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel.	 (signature)
Signature of bidder's authorized representative: I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 (signature)
Title of bidder's authorized representative:	Vice President - East
Date of signatures:	9/2/2022

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2022-0211)

Attachment No. 3

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment and Successors. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
3. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
4. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
5. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2023 - 001

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615-550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

Mr. Bult's, Inc.

Attn: David Huitsing

2627 E 139th St

Burnham, IL 60633

708-585-3325

dhuitsing@mrbults.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

6. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
7. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
8. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.
9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
10. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
11. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

12. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
13. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
14. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
15. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
16. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

17. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under the “Severability” section above, and may also have such other remedies as it may be entitled to in law or in equity.
18. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
19. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section title and signed by an authorized representative of each party.
20. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2022-0211)

Attachment No. 4

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
9/14/2022	Cottingham & Butler 800 Main St. Dubuque IA 52001	550220989	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Commercial General Liability	11/15/2022
				Automobile Liability	11/15/2022
				Workers Compensation and Employers' Liability	11/15/2022
				Cargo	11/15/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cottingham & Butler 800 Main St. Dubuque IA 52001	CONTACT NAME: To Request a Certificate PHONE (A/C, No, Ext): 888-785-4677 E-MAIL ADDRESS: certificates@cottinghambutler.com FAX (A/C, No): 563-587-5866
INSURED Mr. Bult's, Inc. K&L Leasing, LLC 2627 East 139th Street Burnham IL 60633	INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: XL Insurance America, Inc. INSURER C: Travelers Property Casualty Company of America INSURER D: INSURER E: INSURER F:
	NAIC # 22332 24554 25674

COVERAGES**CERTIFICATE NUMBER:** 550220989**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			RGD3001446-03	11/15/2021	11/15/2022	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			RAD9437940-03	11/15/2021	11/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	RWD3001447-03 RWR9435510-03	11/15/2021 11/15/2021	11/15/2022 11/15/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Cargo			QT-630-6J748554-TIL21	11/15/2021	11/15/2022	Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Auto Liability and General Liability policies include a blanket automatic additional insured endorsement that provides an additional insured status only when there is a written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy. The certificate holder is additional insured on the General Liability policy on a primary and non contributory basis only when there is a written contract between the named insured and the certificate holder that requires such status, subject to all the terms and conditions of the endorsement attached to the policy. The Auto Liability, General Liability, and Workers Compensation policies include a blanket waiver of subrogation that provides a waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires this subject to the terms and conditions of the endorsement attached to the policy.

CERTIFICATE HOLDER**CANCELLATION**City of Franklin
109 3rd Ave South
Franklin TN 37064

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state, governmental agency, subdivision or political subdivision where required by written contract provided that such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state, governmental agency, subdivision or political subdivision where required by written contract provided that such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss (as permissible by law).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the *Who Is An Insured* provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MR. BULT'S, INC.

Endorsement Effective Date: November 15, 2021

SCHEDULE

Name Of Person(s) Or Organization(s):

Where required by written contract executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the *Who Is An Insured* provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MR. BULT'S, INC.

Endorsement Effective Date: November 15, 2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Where required by written contract or agreement executed prior to loss (except where not permitted by law).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Mr. Bult's, Inc.
Insurance Company
XL Insurance America, Inc.

Policy No.
RWD3001447-03

Endorsement No.
Premium Included

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2022-0211)

Attachment No. 5

INDEMNIFICATION AGREEMENT

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Illinois)
County of Cook) SS

On behalf of Bidder/Proposer, David Huitsing agrees that:
(printed name of person signing Agreement)

1. He or she is the David Huitsing of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Mr. Bult's, Inc.,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

[Signature]
(signature of person whose printed name appears above)

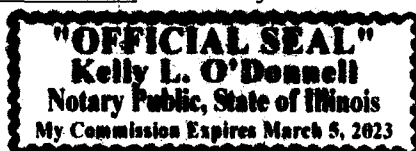
Vice President - East

(title of person whose printed name appears above)

Sworn and subscribed to before me this 19 day of August, 2022

Kelly L. O'Donnell
(Notary Public)

My Commission Expires: March 5, 2023



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2023 001)

Form revised 12/12/2016

Tabulation of Bids*

Purchasing Office Solicitation No.:	2023-001 (compaction and transport services for the City’s municipal solid waste stream processed at the City’s Solid Waste Transfer Station for a term of award)						
Notice to Bidders published in the Williamson Herald on:	7/21/22						
Number of vendors that were notified of/ that responded to this solicitation for bids:	5 / 1						
Date and time bids due and publicly opened:	8/25/22 2:00 PM						
Present at opening of bids:	Melody Reeves of the City of Franklin Human Resources Department; and Rachael Duvall, and Suzanne Ward of the City of Franklin Purchasing Office						
Target meeting of BOMA at which recommendation is scheduled to be considered:	10/11/22						
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Sanitary landfills for which transport unit pricing was to be quoted:	Unit price, per ton:	Payment terms:	Bid and bid pricing is offered through:
Mr. Bult's, Inc. 2627 E 139th St Burnham, IL 60633 David Huitsing, Vice President - East dhuitsing@mrbults.com 708-585-3325	Transport, no. 1 of 4	Yes	Yes	Bi-County Landfill	\$25.85	net 30 days	12/1/2022
	Transport, no. 2 of 4			Cedar Ridge Landfill	\$16.00		
	Transport, no. 3 of 4			Hopkins County Regional Landfill	\$38.00		
	Transport, no. 4 of 4			West Camden Landfill	\$31.50		
	Compaction, no. 1 of 1			n/a	\$1.00		

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

RESOLUTION 2022-73

**RESOLUTION OF SUPPORT FOR STATE LEGISLATION TO CREATE A TAX CLASSIFICATION
BRACKET FOR CERTAIN COMMERCIAL AND RESIDENTIAL HISTORICAL PROPERTIES**

WHEREAS, the viability of local ownership of certain historical properties within the state is threatened by pressure from urbanization, commercial development, and unprecedented levels of migration into the state from across the country that have significantly raised the property values of buildings located in certain historic areas; and

WHEREAS, this pressure is felt not only by owners of historical properties through increased tax liability but also local business owners and renters who have the exorbitant property tax rate increase passed down through their leases, and community residents who depend on the continuing existence of these historic properties and the businesses and residents that reside in them resulting in an undue hardship not otherwise experienced by property owners of non-historical properties; and

WHEREAS, these historic properties contribute to the unique character of many local communities, increasing tourism and economic activity that benefits all citizens; and

WHEREAS, the purpose of this resolution is to create mechanisms within the taxation system to allow county governments to offer relief to owners of historic properties so that historic properties may continue to thrive; and

WHEREAS, preserving these historic properties and expanding the economically viable uses of the historical properties by reducing the tax assessment value is a valid public purpose that will result in a net benefit to local communities across the state; and

WHEREAS, there will be a need to develop specific criteria to define what constitutes a historic property as contemplated in this resolution and ensure no waste or abuse occurs with respect to any change in tax assessments for properties deemed historic.

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

Section 1: Create a new tax classification for “Historic Properties” located within the state that meet certain criteria with respect to their location, age, construction, and importance in historical events;

Section 2: Ensure the preservation of Historic Properties as a public purpose necessary for vibrant, local, and well-planned urban development;

Section 3: Provide criteria for increased tax benefits or reduced tax assessment values concerning Historic Properties conditioned on the continued use and nature of the property being historic in nature and beneficial to the local community; and

Section 4: Include a provision for local governments on the ability to “opt in” to the Historic Properties classification, creating local choice in the participation in said tax classification system.

AND BE IT FURTHER RESOLVED, that upon approval of this resolution and its signing, the Board of Mayor and Aldermen directs the City Clerk to mail a copy of this resolution to Williamson County’s State Representatives and State Senators.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__.

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 #: 21-03463

DATE: October 18, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Presentation On The Proposed Water And Sewer Impact Fees
WS 2/22/22; 3/22/22; 9/27/22; 10/11/22

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the water and sewer impact fees associated with new connections.

BACKGROUND/STAFF COMMENTS:

Impact fees are a fee paid by any entity making a connection to the public water and sewer system, which is made for the purpose of enabling the City to repair and replace it's facilities as necessary or to provide for additions, replacements, improvements, and expansions to the systems, such improvements being required periodically because of growth.

These fees, for both water and sewer, are currently calculated based upon water meter size for the entity. The Water Management Department is proposing recalculating impact fees based on building occupancy, in addition to increasing the amount of the impact fee to account for needed future infrastructure.

This presentation will discuss the proposed Ordinance modifications and implementation of the Single Family Use Equivalent Handbook for a description of the calculations.

FINANCIAL IMPACT:

Updated impact fees will more accurately assign system development and capacity costs to new development and will be determined upon Board approval.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the presentation for the Water and Sewer Impact Fee.



IMPACT FEES

NOVEMBER 8, 2022

MICHELLE HATCHER, PE,
DIRECTOR

BRIAN GOODWIN, PE,
ASSISTANT DIRECTOR

WATER MANAGEMENT
DEPARTMENT

REFRESHER - WHY ARE WE DOING THIS?

- Meter size is not an equitable capture of the impacts to the system.
 - Occupancy factor promotes demand-based fee rather than undersized meter-based fee.
- Why should we increase impact fees?
 - Increased asset costs (increasing pipe, pumps, facilities, etc.) for additional capacity
 - Future development drives additional required conveyance and treatment capacity.
- Overall, the purpose of impact fees is to appropriately assign growth-related infrastructure costs to new development and to reduce the cost burden on rate-payers to fund growth-related infrastructure.

IMPACT FEE - DEFINITION

- A contribution of capital toward existing or planned future plant facilities necessary to meet the service needs of new customers to which such fees apply.
- Two methods used to determine the amount of these charges are the buy-in method and the incremental-cost pricing method.
- Charges are intended to provide funds to be used to finance all or part of capital improvements necessary to serve new customers.

IMPACT FEES - TYPES

- Equity (Buy-In) Method – assesses new customers a fee to approximate the equity position of current customers. (AWWA M-1, 7th Edition, p199)
 - This approach was used on the water distribution and sewer collection system.
- Incremental Cost Method – assigns new development the incremental cost of system expansion needed to serve the new development. (AWWA M-1, 7th Edition, p202)
 - This approach was used on the Water Treatment Plant expansion and the Water Reclamation Facility expansion (Claude Yates Dr), and the potential South CWF.
- Used actual Franklin customer accounts to determine number of SFUEs, current expansion costs, and assumed future expansion costs.

UNIT OF MEASURE (SFUE)

- Distribution and conveyance systems are sized based upon available capacity, not daily demand.
 - Diurnal demands peak in morning and evening based upon typical residential usage.
 - Water consumption (i.e. utility bills) are based off total consumption throughout the month, does not account for the peaking times when demand (water & sewer) is the highest.
- WMD currently uses SFUE methodology to determine existing capacity & necessary offsite improvements for development.

QUESTIONS

- Clarify the nature of the identified use classifications and their associated demand impact that is utilized in assessing the relative impact of future development.
- Development of the SFUE Calculation Handbook will outline these “assumptions” and provides example calculations for correct fee determination.
- Methodology has been developed from International Building Code, TDEC Design Basis for Wastewater Flow & Loading, and Nashville/Davidson County Metropolitan Water Services Commercial Permit Handbook.
- Fees assessed at Building Permit issuance to capture most descriptive occupancy loading of structure.



WATER



WATER – HYBRID RESULTS

HYBRID CONSOLIDATION

Equity (Buy-In) Method - Distribution	\$ 1,842
Incremental Cost - Treatment	\$ 1,782
Hybrid Approach - Cost per SFUE	\$ 3,624

WATER HYBRID CALCULATION (EQUITY BUY-IN + INCREMENTAL COST)

- Equity Buy-In Method = \$1,842
- Incremental Method = \$1,782
- **PROPOSED TOTAL = \$3,624 per SFUE – RECOMMEND FULL IMPLEMENTATION**
- Current Impact Fee = \$2,089
- **Change = + \$1,535**



SEWER

SEWER – INCREMENTAL COST (CLAUDE YATES FACILITY)

- Additional capacity = 4 MGD
- Cost = \$33 M plus interest costs @ 1.47% for 30 yrs

INCREMENTAL COST METHOD

Capacity - North Plant	
Projected Treatment Investment	\$ 40,829,262
Projected Additional Capacity (4 MGD)	1,460,000,000
Annual Usage/Customer (Gals)	127,750
Percentage of Capacity	0.008750%
Average Cost/SFUE	\$ 3,573

SEWER – INCREMENTAL COST (SE CLEAN WATER FACILITY)

Cost include (8 MGD facility) – Total Investment:

- Current Southeast Wastewater Capacity Evaluation PSA (engineering – Hazen, \$4.3M)
- Pilot plant construction cost (construction – Haren, \$1.65M)
- Preliminary Engineering Report/Permit Development (engineering – Hazen, \$3M)
- Anticipated Design Cost (engineering – TBD, \$7M)
- Anticipated construction inspection cost (inspection – TBD, \$12M)
- Anticipated construction cost (construction – TBD, \$150M)
- Anticipated interest cost for SE Clean Water Facility (bond – 3.5% for 30 years)

INCREMENTAL COST METHOD	
South Plant Capacity - 8 MGD	
Projected Treatment Investment	\$286,795,281
Projected Additional Capacity (8 MGD)	2,920,000,000
Annual Usage/Customer (Gals)	127,750
Percentage of Capacity	0.004375%
Average Cost / SFUE	\$10,755

SEWER – HYBRID RESULTS (TOTAL INVESTMENT)

- Equity (Buy-In) Method – Collection = \$2,391
- Incremental Method – Claude Yates Facility = \$3,573
- Incremental Method - Southeast Clean Water Facility = \$10,755
- **IMPACT FEE (TOTAL INVESTMENT) = \$16,719 per SFUE**
- Current Impact Fee = \$3,544
- **Change = + \$13,172**
- *Impact fees related to current treatment project and future treatment project total \$16,247 (~86% of total fee)

SEWER IMPACT FEE

- Recommend 4-year phased approach for full implementation
 - March 2023 = Current Impact Fee + 25% of Proposed Impact Fee = **\$6,837**
 - January 2024 = Current Impact Fee + 50% of Proposed Impact Fee = **\$10,130**
 - January 2025 = Current Impact Fee + 75% of Proposed Impact Fee = **\$13,423**
 - January 2026 = Current Impact Fee + 100% of Proposed Impact Fee = **\$16,719**

DISCUSSIONS

- Changes to the impact fees have been a topic of discussion with the Design Professionals group since 2021 (as recently as November 2, 2022), including a formal presentation in April 2022, outlining this concept and methodology shift.
- Presenting to Development Services Advisory Commission tomorrow information presented this evening.
- Water Management discussing with Building & Neighborhood Services Dept to develop new business practices for implementation.

RECOMMENDATIONS

- WMD recommends increasing water impact fees to include projects already completed totaling \$3,624.
- WMD recommends 4-year phased approach for increasing impact fees 25% each year, totaling the full amount in 2026.

NEXT STEPS

- November 22, 2022 Work Session to present Ordinance change to Title 18 & Appendix A and the SFUE Calculation Handbook
- December 13, 2022 – first BOMA vote for Ordinance change
- January 10, 2023 – second BOMA vote on Ordinance change
- January 24, 2023 – third BOMA vote on Ordinance change
- March 1, 2023 – implementation

- Questions?



IMPACT FEES PRESENTATION

OCTOBER 11, 2022

MICHELLE HATCHER, PE,
DIRECTOR

BRIAN GOODWIN, PE,
ASSISTANT DIRECTOR

WATER MANAGEMENT
DEPARTMENT

INEQUITY IN IMPACT FEES FROM BUILDING TYPES

Building	Type	Square Footage	Meter Size	Impact Fees Paid	Impact Fee Paid w/New Methodology
A	Business & Mercantile	X	4"	\$161,253	\$1,658,565
B	Business	2X	4"	\$161,253	\$3,582,643
C	Business & Mercantile	Y	3"	\$111,825	\$486,253
D	Business	5Y	3"	\$111,825	\$2,710,331

2

SFUE METHODOLOGY EXAMPLE CALCULATION I

- A 300-unit apartment complex is developing within the City consisting of 100 one-bedroom homes, 100 two-bedroom homes, & 100 three-bedroom homes

Occupancy	Number of Units	Demand Factor (gallon/unit)
R2B1	100	250
R2B2	100	300
R2B3	100	350

$$R2B1: TD = \left[100 \text{ units} \right] \left[\frac{250 \text{ gallons}}{\text{Unit-day}} \right] = \underline{\underline{25,000 \text{ gallons}}}$$

day

$$R2B2: TD = \left[100 \text{ units} \right] \left[\frac{300 \text{ gallons}}{\text{Unit-day}} \right] = \underline{\underline{30,000 \text{ gallons}}}$$

day

$$R2B3: TD = \left[100 \text{ units} \right] \left[\frac{350 \text{ gallons}}{\text{Unit-day}} \right] = \underline{\underline{35,000 \text{ gallons}}}$$

day

SFUE METHODOLOGY EXAMPLE CALC 2 (CONTD.)

- Once we determine the total demand for each occupancy, sum together for total demand for complex:

$$\text{Total Demand} = R2B1 + R2B2 + R2B3$$

$$\text{Total Demand} = 25,000 + 30,000 + 35,000$$

$$\text{Total Demand} = 90,000 \frac{\text{gallons}}{\text{day}}$$

- Then determine the SFUE multiple: $\text{SFUE} = \frac{90,000}{350} = 257.1 \text{ SFUEs}$

SFUE METHODOLOGY EXAMPLE CALC 2 (CONTD.)

- Then, determine the total fees.
 - WATER: $257.1 \text{ SFUEs} \times \$3,624 = \$931,730$ impact fee
 - \$1,553 / resident (assuming 600-resident complex)
 - SEWER: $257.1 \text{ SFUEs} \times \$16,719 = \$4,298,455$ sewer impact fee
 - \$7,164 / resident (assuming 600-resident complex)

PROPERTY VALUES

- Property values in Franklin have consistently continued to rise in past years:
 - Median home price of \$859,900 *
 - Average home price of \$958,603 *
 - Water impact fee = 0.4% of home price
 - Sewer impact fee = 1.9% of home price

⁶
*WCAR Market Statistics – August 2022

RATE IMPACT

- Preliminary calculations show a rate impact (in 2022 dollars) of approximately \$35 / average residential user per month on the base customer rate (fixed cost).
- Totaling an additional approximately \$420 / year to the average sewer customer

AFFORDABLE HOUSING

- Title 21 of Municipal Code provides initiatives to encourage production and maintenance of affordable and workforce housing
- Includes incentives to address cost of impact fees including water and wastewater, road impact, and parkland
- Allows deferral of the water and wastewater impact fees
 - For owner-occupied affordable housing the deferral may be forgiven at rate of 10% per year
- If a deferral is requested and approved it is paid out of the affordable/workforce housing reserve, which is supported in the General Fund based on allocation decisions by BOMA

RECOMMENDATIONS

- WMD recommends increasing water impact fees to include projects already completed totaling \$3,624.
- WMD recommends ultimately increasing sewer impact fees to recapture project costs totaling currently in progress totaling \$16,719.

NEXT STEPS

- October 25 Worksession to present Ordinance for review (red-lined)
- November 2, 2022 BOMA – first reading
- December 13, BOMA - second reading and public hearing
- January 10, 2023 - third & final reading
- Implementation in CY 2023 based on guidance from the BOMA on timing and/or phasing of proposed fees.
- Questions?