



Meeting Agenda

Work Session

Tuesday, January 10, 2023

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@franklinton.gov before noon on the day of the meeting. Comments will be submitted for the record.

WORK SESSION DISCUSSION ITEMS

1. *Consideration Of Resolution 2022-91, A Resolution To Affirm Compliance With Federal Title VI Regulations

Sponsors: Eric Stuckey

2. Consideration Of Resolution 2022-90, A Resolution Acknowledging The Letter Of Agreement Between The Tennessee Main Street Program And The Downtown Franklin Association

Sponsors: Eric Stuckey

3. Presentation On Downtown Traffic And Parking Study

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

4. Consideration Of COF Contract No. 2022-0264, A Professional Services Agreement With Civil And Environmental Consultants, Inc (CEC) For The Liberty Hills Pond Stream Restoration Project For An Amount Not To Exceed \$259,150

Sponsors: Paul Holzen, Jeff Willoughby

5. *Consideration Of Ordinance 2022-39, An Ordinance To Rezone 29.46 Acres From Estate Residential (ER) District To Planned (PD 2.61) District For The Property Located South Of Liberty Pike And East Of Oxford Glen Drive (Novara PUD Subdivision). Establishing A Public Hearing On February 14, 2023
FMPC 12/8/22, 6-0

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

6. Consideration Of Resolution 2022-65, A Resolution Approving A Development Plan For Novara PUD Subdivision, For The Property Located South Of Liberty Pike And East Of Oxford Glen Drive, At 4080 Clovercroft Road. Establishing A Public Hearing On February 14, 2023
FMPC 12/8/22, 6-0

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

7. Consideration Of COF Contract No. 2022-0247, With Clovercroft Holding, LLC Between The City Of Franklin For The Parkland Impact Fee And Construction Agreement For Novara PUD Subdivision

Sponsors: Lisa Clayton, Heather Eusebio

8. Consideration Of COF Contract No. 2020-0132, With MarketStreet Management, LLC For The Parkland Impact Fee And Construction Agreement For East Works District

Sponsors: Lisa Clayton, Heather Eusebio

9. *Consideration Of Ordinance 2022-40, An Ordinance Revising Section 106 And Section 207 Of Title 18 Water And Sewers And Appendix A, Comprehensive Fees And Penalties Chapter 18 For Revision To The Impact Fees To The Franklin Municipal Code. Establishing A Public Hearing On February 14, 2023
WS 2/22/22; 3/22/22; 9/27/22; 10/11/22; 11/8/22; 11/28/22
BOMA 12/13/22, 6-0 to defer to 1/10/23

Sponsors: Michelle Hatcher, Brian Goodwin

10. Consideration Of Ordinance 2022-44, An Ordinance Revising The Installation Fees For Title 18, Chapters Appendix A, Comprehensive Fees And Penalties Chapter 18 Of The Franklin Municipal Code

Sponsors: Michelle Hatcher, Brian Goodwin

11. *Consideration Of Resolution 2022-86, A Resolution To Solidify The Goals For Schematic Design Of A New City Hall On The Historic Public Square In Downtown Franklin

Sponsors: Vernon Gerth

12. *Consideration Of Amendment 3 To COF Contract No. 2020-0041, A Professional Services Agreement With Orchard, Hiltz & McCliment, Inc. D/B/A OHM Advisors For The Design Of New City Hall Facility (Phase II - Schematic Design) For A Price Increase Of \$123,400

Sponsors: Eric Stuckey, Vernon Gerth

13. Consideration Of COF Contract No. 2022-0276, A Development Agreement With The Refuge Center For Counseling For The Extension Of Temporary And Permanent Sanitary Sewer Infrastructure, Located Along A Section Of Long Lane

Sponsors: Eric Stuckey, Vernon Gerth, Michelle Hatcher, David Diaz

14. Consideration Of Procurement Award To Waypoint Analytical, LLC Of Memphis, Tennessee In The Total Estimated Annual Amount Of \$27,676 For Industrial Pretreatment Sampling And Testing, Water Reclamation Facility Influent And Effluent Testing, And River Sample Testing External Laboratory Contract Services For A Term Of Award For The Water Reclamation Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2023-008; \$85,000 Budgeted In 431-82280-52213 For Fiscal Year 2023; Contract No. 2022-0316)

Sponsors: Michelle Hatcher

15. Consideration Of Procurement Award To Haren Construction Company, Inc Of Etowah, Tennessee In The Total Lump-Sum Amount Of \$997,000 (Including Stipulated \$100,000 Contingency) For Water Treatment Plant Valve Access Improvements For The Water General Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2023-009; \$2,285,800 Budgeted In 421-89320-52109 For Fiscal Year 2023; Contract No. 2022-0182)

Sponsors: Michelle Hatcher

16. Discussion Of Ordinance 2022-47, An Ordinance to Amend Ordinance 2022-03 Amending Title 16 for Public Gathering and Expression Events

Sponsors: Shauna Billingsley, Eric Stuckey

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.



File #: 21-04112

DATE: December 20, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
SUBJECT:

*Consideration Of Resolution 2022-91, A Resolution To Affirm Compliance With Federal Title VI Regulations

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2022-91, A Resolution to affirm compliance with Federal Title VI regulations for the City of Franklin, TN.

BACKGROUND/STAFF COMMENTS:

Title VI of the 1964 Civil Rights Act states that, "No person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

If the City of Franklin is non-compliant with Title VI regulations, this could prohibit federal funding for City projects. Currently, the Risk Manager is the Title VI Coordinator and must periodically complete Title VI self-surveys that either the Department of the Military or the Department of Justice send to the City of Franklin. Through these self-surveys, we prove that we are compliant with Title VI regulations. This allows the City of Franklin to receive federal grant money. Some examples of compliance are, putting Title VI language in all our bid documents and contracts, Title VI training for new employees, having a LEP (Limited English Person) policy in place in case one of our customers or citizens doesn't speak English, and putting Title VI language on our applications, etc.

FINANCIAL IMPACT:

As stated above, non-compliance with Title VI could inhibit the City's ability to use federal funding for city projects and programs.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-91.

RESOLUTION 2022-91

A RESOLUTION TO AFFIRM COMPLIANCE WITH FEDERAL TITLE VI REGULATIONS

WHEREAS, both Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 provide that no person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance; and

WHEREAS, the Tennessee Attorney General opined in Opinion No. 92.47 that state and local governments are required to comply with Title VI of the Civil Rights Act in administering federally funded programs; and

WHEREAS, the City of Franklin receives federal funds for various projects through several state agencies such as the Tennessee Department of Transportation (TDOT) the Tennessee Department of Environment and Conservation (TDEC) and others, as well as some federal agencies directly; and

WHEREAS, by virtue receiving the federal funds through the state agencies, the Board of Mayor and Aldermen need to confirm that the City is in compliance with the regulations of Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee:

SECTION 1. The Board of Mayor and Aldermen of the City of Franklin declares that the City is in compliance with the federal Title VI regulations.

SECTION 2. Any state agency providing pass through federal funds to the City, or any federal agency providing funds directly to the City may from time to time monitor the City's compliance with federal Title VI regulations.

SECTION 3. This Resolution shall take effect upon adoption, the public welfare requiring it.

IT IS SO RESOLVED THIS _____ day of January 2023.

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 #: 21-04111

DATE: December 20, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
SUBJECT:

Consideration Of Resolution 2022-90, A Resolution Acknowledging The Letter Of Agreement Between The Tennessee Main Street Program And The Downtown Franklin Association

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a request to enter into a Letter of Agreement supporting the participation of the Downtown Franklin Association (DFA) in the Tennessee Main Street Program regarding policies and programs.

BACKGROUND/STAFF COMMENTS:

This is the annual agreement between the Tennessee Main Street Program and Downtown Franklin Association that the Board reviews and acknowledges. The letter of agreement confirms the participation of the local community and the local Main Street organization as a designated Tennessee Main Street program and participant in the National Main Street network. This designation allows the local program to participate in the training and promotional activities of the Tennessee Main Street Program, to use its name, logo and signage, to receive technical assistance and resources, and to seek annual accreditation from the National Main Street Center.

The Tennessee Department of Economic and Community Development (TECD) operates the Tennessee Main Street Program. The Tennessee Main Street Program, which is associated with the National Main Street Center, assists communities in promoting and revitalizing their downtowns and central business districts. The Downtown Franklin Association (DFA) was founded in 1984 with the expressed mission of revitalizing Franklin's historic downtown. These efforts have been directed by the program guidelines of the National Main Street Center and the National Trust for Historic Preservation. As a part of its ongoing participation in the Main Street Program, the DFA enters into a Letter of Agreement with the Tennessee Main Street Program. The Letter of Agreement also requires the local government, represented by the Mayor and the City Administrator, to acknowledge the participation of the community in the Main Street Program.

FINANCIAL IMPACT:

There is no direct financial obligation associated with this acknowledgement by the City.

RECOMMENDATION:

Staff recommends the the Board of Mayor and Aldermen approve Resolution 2022-90.

RESOLUTION 2022-90

**A RESOLUTION ACKNOWLEDGING THE LETTER OF AGREEMENT BETWEEN THE TENNESSEE
MAIN STREET PROGRAM AND THE DOWNTOWN FRANKLIN ASSOCIATION**

WHEREAS, the Tennessee Main Street Program is a program of the Tennessee Department of Economic and Community Development which provides assistance to communities in revitalizing their downtown and central business districts; and

WHEREAS, since its founding in 1984, the Downtown Franklin Association has spear-headed the revitalization of Franklin's historic downtown according to the four-point program of the National Main Street Center of the National Trust for Historic Preservation; and

WHEREAS, by Letter of Agreement, the Tennessee Main Street Program agrees to provide certain assistance to the Downtown Franklin Association in its endeavors; and

WHEREAS, the City has been requested by the Tennessee Main Street Program to acknowledge this Letter of Agreement.

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

The City of Franklin hereby acknowledges the Letter of Agreement between the Tennessee Main Street Program and the Downtown Franklin Association, which is attached to this Resolution as Exhibit A. Further, the City of Franklin understands that it is not a party to the Letter Agreement and therefore has no duties or responsibilities as a result of the Letter Agreement.

IT IS SO RESOLVED this _____ day of January, 2023.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____

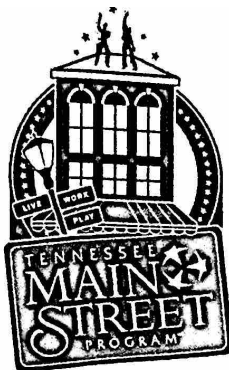
ERIC S. STUCKEY
City Administrator

BY: _____

DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney



LETTER OF AGREEMENT

This letter of agreement is entered into by the Tennessee Main Street Program, a program of the Tennessee Department of Economic and Community Development and coordinating partner of the National Main Street Center, and the community/local organization listed below.

This letter of agreement confirms the participation of the local community and the local Main Street AmericaTM organization as a designated Tennessee Main Street program and participant in the National Main Street network. This designation allows the local program to participate in the training and promotional activities of the Tennessee Main Street Program, to use its name, logo and signage, to receive technical assistance and resources, to apply for Downtown Improvement grants, and to seek annual accreditation from the National Main Street Center.

The Tennessee Main Street program, represented by the state coordinator and representatives of the Tennessee Department of Economic and Community Development (ECD), will provide services to the following organization:

Local Main Street Organization Downtown Franklin Association
 Address 209 East Main Street
 City Franklin, Tennessee Zip Code 37064
 Organization/ primary contact email address hhood@williamsonheritage.org
 Telephone 615-465-0476 FAX _____ Website downtownfranklintr.com
 Non-profit status 501(c)3 FEIN Number 237042596

Manager/Director Heidi Hood Hire date August 16, 2021

Board of Directors:

President <u>John Bond</u>	Term expires <u>Dec. 31, 2023</u>
Vice President <u>N/A</u>	Term expires _____
Secretary <u>N/A</u>	Term expires _____
Treasurer <u>N/A</u>	Term expires _____

Policies and Procedures

The local Main Street America™ organization (as named in this agreement) shall comply with the following policies and procedures set forth by the Tennessee Main Street Program:

- A. Submission of an Annual Report to the Tennessee Main Street Program based on the **National Main Street Center's Standards of Performance for Recognition**. The annual report determines program designation by the State of Tennessee who will use the report to recommend national accreditation for the program to the National Main Street Center. This report shall be submitted by the local organization upon request and reviewed by the Tennessee Main Street Program staff. It should clearly demonstrate:
 - 1. Broad-Based Community Commitment to Revitalization
 - 2. Inclusive Leadership and Organizational Capacity
 - 3. Diversified Funding and Sustainable Program Operations
 - 4. Strategy-Driven Programming
 - 5. Preservation-Based Economic Development
 - 6. Demonstrated Impact and Results
- B. Provision of professional staff (manager/director) for the local Main Street America™ organization. This may be full-time or part-time, depending on community size and resources, though full-time is recommended. In the event the local Main Street America™ organization manager/director position is vacated during the term of this agreement, the local program agrees to fill the position within a reasonable amount of time and with a person meeting the qualifications for professional staff. The Tennessee Main Street Program reserves the right to suspend or cancel designation if the position is vacated for more than six (6) months. Upon filling the position, the local program will be required to send the new Main Street America™ manager/director to new manager training offered in conjunction with the quarterly managers' meetings.
- C. Agree to send a representative (manager/director or board member) to attend a minimum of three quarterly managers' meetings or approved conferences (Tennessee ECD Governor's Conference or National Main Street Conference) during the calendar year. At least one of the three required meetings should be a quarterly managers' meeting.
- E. Acknowledgement of Tennessee Main Street Program assistance in projects when applicable and in an appropriate method (publications, media, etc.).

Program Services

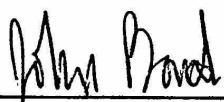
The Tennessee Main Street Program provides many services to assist designated communities. This ranges from working with newly designated programs on developing core competencies to helping mature programs maintain focus and effectiveness. The Tennessee Main Street program agrees to provide the following services to the designated local Main Street™ organization:

Termination

Should the local Main Street America™ organization be unwilling or unable to meet the terms of this agreement, the Tennessee Main Street Program may no longer grant state level designation. Under those circumstances, the Tennessee Main Street Program Director will send a written report identifying the issues and providing guidance on how to proceed within a specified period of time. If the local Main Street America™ program fails to make the recommended corrections, the Letter of Agreement with the local program will be terminated and the program will lose Tennessee Main Street Program designation. After the local Main Street Program Letter of Agreement is terminated, the community must reapply through the new program application process.

Signatures

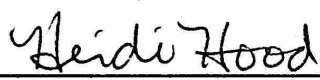
I (we), the undersigned, on behalf of our community and local Main Street™ organization, have read and agreed to the Letter of Agreement with the Tennessee Main Street Program and acknowledge that the above organization is an active participant in the Tennessee Main Street Program and meets all criteria of designation and understand that if the organization is no longer designated, usage of the name and logo must cease and community signage must be returned to the Tennessee Department of Economic and Community Development.



Local Main Street Organization
Board President/Chair

1-3-2023
12-31-2023

Date/term expiration date



Local Main Street Organization
Manager/Director

1-3-2023

Date

Elected Official/City Mayor

Date

City Administrator/Manager

Date

Tennessee Main Street Program Director

Date



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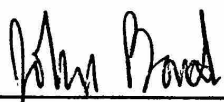
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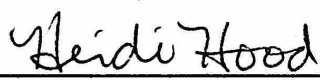
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Local Main Street Organization
Board President/Chair

1-3-2023
12-31-2023

Date/term expiration date



Local Main Street Organization
Manager/Director

1-3-2023

Date

Elected Official/City Mayor

Date

City Administrator/Manager

Date

Tennessee Main Street Program Director

Date



File #: 21-04102

DATE: December 15, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jeff Willoughby

SUBJECT:

Consideration Of COF Contract No. 2022-0264, A Professional Services Agreement With Civil And Environmental Consultants, Inc (CEC) For The Liberty Hills Pond Stream Restoration Project For An Amount Not To Exceed \$259,150

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Professional Service Agreement with CEC for design work related to the Liberty Hills Pond Stream Restoration Project.

BACKGROUND/STAFF COMMENTS:

Over the past few years, city staff met numerous times with the HOA leadership to discuss the cost and problems associated with the existing Liberty Hills Pond located in the subdivision open space. As directed by BOMA, City staff has worked with the HOA to find an agreeable solution and direction forward regarding the retention pond. City staff and the HOA leadership have agreed to partner in the removal of the inline retention pond and and convert the pond back to its original stream. City recommends contracting with Civil and Environmental Consultants (CEC) to provide design work that will utilize natural stream restoration design components to restore this segment of Ralston Branch. This will also include a 60' adjacent riparian buffer with native plantings installed through the reach. Staff has met with the HOA and received approval and support for implementation of this potential design. An official agreement between the City and HOA will be presented to the Board in the next few months.

FINANCIAL IMPACT:

The financial impact associated with this PSA is for an amount not to exceed \$259,150. The total estimated cost associated with the overall project is \$2,000,000. American Rescue Plan Act (ARPA) funds are anticipated to be \$1,481,481.48 and the City's estimated match is \$518,518.52 (35% of \$1,481,481.48).

The cost associated with this project will be paid by a transfer from the General Fund.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2022-0264 with CEC for design work associated with the Liberty Hills Pond Stream Restoration Project.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2022-0264**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and Civil & Environmental Consultants, Inc (CEC) hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

LIBERTY HILLS POND STREAM RESTORATION

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services and /or construction engineering and inspection services, and/or survey services/ and or appraisal services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of TWO HUNDRED FIFTY-NINE THOUSAND ONE HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$259,150.00).

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2022.

Law approved template 10.01.15

Law Dept approved 10.25.22

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

Law approved template 10.01.15

Law Dept approved 10.25.22

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes

effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

Law approved template 10.01.15

Law Dept approved 10.25.22

5.2 ENVIRONMENTAL RESPONSIBILITY.

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

- 6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 **FORCE MAJEURE.** 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 causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; 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, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant 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 Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this

Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

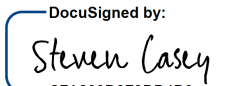
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: 
 Consultant's Signature
 TITLE: Vice President
 Date: 12/6/2022

BY: _____
 Dr. Ken Moore
 Mayor
 Date: _____

Approved as to Form:

 William E. Squires, Assistant City Attorney

Law approved template 10.01.15

Law Dept approved 10.25.22



September 1, 2022

Revised: September 23, 2022

Mr. Jeff Willoughby
Stormwater Management Coordinator
City of Franklin
109 3rd Avenue South
Franklin, TN 37064
Delivered via email: jeffwilloughby@franklinton.gov

Dear Mr. Willoughby:

Subject: Proposal for Professional Engineering Services
Design and Construction of Liberty Hills Pond Stream Restoration
City of Franklin, Williamson County, Tennessee
CEC Project 325-751

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit this proposal to the City of Franklin (City) as discussed and requested during a meeting on July 26, 2022.

1.0 BACKGROUND

CEC understands that the City has had complaints for several years regarding flooding and maintenance needs at the Liberty Hills pond located along Liberty Hills Pike. The preparation of this proposal is based on previous work completed for the City in the Liberty Hills area, including a feasibility study to evaluate opportunities to address flooding concerns along Ralston Creek downstream of this pond completed in April of 2019 and a Letter of Map Revision (LOMR) that was completed in October of 2019.

2.0 PURPOSE

The purpose of this project is to prepare plans and permit applications in support of modifying the Liberty Hills Pond and outlet structure to remove the permanent pool and provide a natural stream for a more aesthetically pleasing and stable condition by incorporating natural stream design principles, bioengineering, and traditional stabilization techniques.

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3.0 SCOPE OF SERVICES

3.1 Task 0001 – Due Diligence

3.1.1 Jurisdictional Determination

The scope of this task is to provide a Waters of the US and Waters of the State Determination (i.e., streams and wetlands) within the project area described above. In performing the jurisdictional determination of potential wetlands, the *1987 Corps of Engineers Wetlands Delineation Manual* and the *2012 Regional Supplement: Eastern Mountains and Piedmont Region*, Version 2.0, will be utilized to establish a description of the soils, plants, and hydrologic conditions of the site. A Tennessee Qualified Hydrologic Professional will perform the following tasks:

1. Using the *1987 Corps of Engineers Wetland Delineation Manual* and the *2012 Regional Supplement: Eastern Mountains and Piedmont Region*, Version 2.0, delineate potential wetlands located within the subject property boundary.
2. Complete the Corps of Engineers Wetland Determination Data Forms for each wetland/upland sampling site.
3. Using a Trimble® GeoXT GPS Unit, map the wetland boundaries (if present) to determine area, and latitude and longitude of each soil pit along with hue, value and chroma of the soil using a standard Munsell® Color Chart.
4. Complete TDEC Hydrologic Determination field data forms to make wet weather conveyance and stream determinations.
5. Using a Trimble® GeoXT GPS Unit, map the drainage features to determine length, and latitude and longitude of begin and end points.
6. Prepare a summary report describing the findings that includes the routine wetland/stream determination data forms, a photo summary, and figures. CEC will submit a draft report to you for initial review before submitting to the TDEC Environmental Field Office in Nashville and the Nashville District of the Corps of Engineers.

3.1.2 Stream Quantification Tool (SQT) Assessment

Under the 2019 Tennessee Stream Mitigation Guidelines, completion of the SQT is needed to determine existing condition scores of existing streams proposed for restoration, as well as impoundments proposed for removal. CEC will perform TN SQT Rapid Assessments for the two known drainage features draining into the impoundment, as well as assess the impoundment. Once the data is collected, CEC will input the data into the SQT Workbook to determine existing condition scores. The completed version of the SQT Workbook will be attached to the TDEC

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ARAP and USACE NWP#27 applications. The completed version of the SQT Workbook will also be used to generate proposed condition scores based on the stream design.

3.1.3 Conceptual Planning and Coordination

Upon completion of the aforementioned tasks, CEC will develop a conceptual drawing of the proposed project and conduct a meeting with City personnel to review the conceptual plan and discuss adjustments that may be requested. Upon City's approval of the conceptual plan, CEC will submit a 401 Water Quality Certification Pre-application Filing Request to TDEC and USACE, and request a pre-application meeting to discuss the proposed project and receive initial feedback from the agencies on the concept plan and permit application navigation. CEC will prepare materials needed for this meeting and attend the meeting either virtually or in person.

3.2 Task 0002 – Survey

CEC proposes to provide a Topographic Survey of the area shown in the blue shaded area of the attached Survey Exhibit map which contains approximately 7 acres.

Within the limits of the topographic survey, CEC will collect sufficient data to create a digital terrain model of the existing ground surface and the pond bottom. The contours will be displayed at 1-foot contour intervals. Visible and/or marked utilities and existing site improvements will be obtained. The marked utilities to be located will only be along that portion of Liberty Hills Drive of said blue shaded area and will be according to TN811 markings. Top of casting, invert elevations, pipe size, and pipe material of the storm and sanitary sewer structures will be obtained, if accessible and/or visible, within the survey area. Individual larger (24" diameter at breast height and greater) stand-alone trees will be located. CEC survey technicians can identify tree species to the best of their abilities. However, CEC assumes that the Client understands our technicians are not trained in dendrology. Trees within wooded or brush areas will not be located and an edge of brush line will be obtained. The perimeter of landscaped areas will be located.

Utilities will be shown according to surface observations combined with plans and markings provided by calling TN811 (underground utility notification center for Tennessee). It is CEC's experience that TN811 may not respond to a request for markings unless excavation activities are involved. TN811 does not mark utility lines or services on private property. The surveyor makes no guarantee that the utilities located comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities located are in the exact location indicated. For utility lines or service locations on private property, CEC can retain the services of a private underground utility location service for an additional fee upon request.

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CEC will utilize the current deeds and/or plats of record, existing property and right-of-way (ROW) monumentation, and field evidence within the limits of survey to establish the approximate ROW and property side/lot lines. Owner and recording information for every property is not needed except for the two properties to the west of Liberty Hills Drive. CEC assumes there will be sufficient monumentation and evidence found during the performance of the field portion of the survey to adequately define the ROW and property sidelines. A General Property Survey of the properties as defined by T.C.A. 0820-03-.07 is not included as part of this proposal.

CEC will utilize survey field technicians equipped with GPS, Robotic Total Station, and Echo Sounding (for bottom of pond elevations) surveying instruments under the supervision of a Registered Land Surveyor. The survey will be referenced to the Tennessee State Plane Coordinate System (NAD83) and the North American Vertical Datum of 1988 (NAVD88, Geoid 18) in U.S. Feet. CEC will create a final project drawing in AutoCAD (*.dwg) format for use in design. A signed and sealed version of the survey is not necessary for this task.

It is understood that the CLIENT hereby grants CEC or represents and warrants (if the site is not owned by the CLIENT) that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants and subcontractors for the purpose of obtaining field information pertinent to the subject project.

3.3 Task 0003 – Grant Assistance

CEC understands that the City would like to pursue TDEC Water Infrastructure Investment Plan (WIIP) funding to support the design and construction of this project. CEC will perform the following items for the subject project as a part of this task:

- Evaluate the proposed project for TDEC WIIP funding eligibility.
- Assist the City in developing an opinion of probable cost* to be included as part of the non-competitive grant proposal.
- Assist the City with preparation and development of the project description and proposal timeline.
- Assist the City with preparation of the non-competitive grant proposal.
- Assist the City with preparation of quarterly reporting through completion of project (assumed September 2026).

*CEC will submit to the City an opinion of the probable cost presented as a range required for the construction scope. However, CEC is not a construction cost estimator or construction contractor, nor should CEC rendering an opinion of probable construction costs be considered equivalent to

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the nature and extent of service a construction cost estimator or construction contractor would provide. CEC's opinion will be based solely upon our own experience with construction, published cost indices, and similar references.

CEC assumes that the City will provide the required documentation on how they will meet grant co-funding requirements.

3.4 Task 0004 – Clean Water Act Permitting

CEC will complete the necessary permit application package for TDEC as well as the application package for Nationwide Permit #27 for the Nashville District Corps of Engineers. The permit application packages will include CEC's previously completed JD report and the results of the SQT analysis, as well as proposed stream restoration design plans. An Alternatives Analysis is required as part of the permitting process to demonstrate that there are no practical alternatives to the proposed site plan while still achieving the overall project purpose. CEC will prepare the narrative for the Alternatives Analysis and describe three on-site alternatives (minimum requirement). CEC will require assistance from the City in preparing the alternatives. The three alternatives are anticipated to include 1) the proposed (preferred) site plan, 2) a no-impact alternative (no-build), and 3) a third alternative (less desirable alternative). CEC assumes the City will provide information for the project purpose and need, financial justification for the preferred alternative (proposed site plan), and other socioeconomic information supporting the need for the proposed development. It is assumed that any required compensatory mitigation will be provided through the purchase of mitigation credits from a third-party provider of a mitigation bank or in-lieu fee program, although the nature of the proposed project generally does not require compensatory mitigation.

TDEC individual permit applications are subject to a required 30-day public notice period which gives the public the opportunity to comment on the proposed impacts to water resources. It is assumed that permit application fees and fees associated with advertisement(s) in local newspapers of general circulation will be paid directly by CEC and reimbursed by the City at direct cost. TDEC's Individual ARAP fee is \$2,500.

This scope and fee does not include negotiations or preparation for public hearings should there be public opposition to the project. Individual permit approvals generally take anywhere from three to six months depending on the agencies' schedule and any new information that may arise during the permitting process.

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It should be noted that state and federal permit applications can trigger additional environmental surveys depending on the site and information contained in state and federal databases that are not available to the public. We will not know if any additional surveys are required until after the permit applications have been submitted and reviewed. Fees associated with additional survey requests are not included in this task. If additional surveys are required, CEC can prepare a separate scope and fee for those tasks.

Permitting for projects of this type is not an exact science and many unknowns exist, especially when dealing with regulatory agencies' decision-making process. As such, the fee quoted is CEC's best estimate for preparing the permit application packages, and CEC will not exceed this amount without prior approval.

3.5 Task 0005 – Stream Restoration Design and Construction Plans

3.5.1 *ROW Plans Preparation*

CEC will perform the following tasks to enhance the conceptual plan development:

- Develop initial geomorphic design and stream alignments, as well as construction access considerations.
- Meet with City staff to go over initial project findings, so the design approach can be developed.
- Submit an electronic set of Preliminary Plans for City review and approval.
- Proceed with preparing the ROW plans after receiving comments back from City on the Preliminary Plans.
- Prepare draft permit applications for a City of Franklin grading permit and for coverage under the Tennessee Construction General Permit for Storm Water associated with Construction (this will include preparation of a preliminary Erosion Prevention and Sediment Control (EPSC) plan, Storm Water Pollution Prevention Plan (SWPPP), and Notice of Intent (NOI)). This work will be coordinated with the Aquatic Resource Alteration Permit (ARAP) application and Corps of Engineers Nationwide Permit #27 application preparation in Task 4.
- CEC will coordinate with the State Historic Preservation Office (SHPO) and the Tennessee Division of Archaeology for clearance (a cultural resources survey is not proposed as part of this scope).
- Identify ROW/Easement acquisition needs.
- Preliminary Landscaping Design – CEC will coordinate with the City's Landscape Architect to develop a plan that seeks to balance riparian benefit with aesthetic qualities

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requested by the residents in the area. Larger specimen trees will be specified to replace lost trees.

- Preliminary ROW Plan Review/Utility Coordination – One full-size set of ROW Plans for each utility's use (electronic copies may be accepted based on the utility) and one full-size set, one half-size set, and an electronic copy of ROW Plans for City review.
- ROW Plan Sets are expected to include a Title Sheet, Typical Sections, Property Map with Acquisition Table, Present Layout, Proposed Layout, Proposed Profile, Proposed Grading, Utility Layout, Detour Plan and X-Sections (minimum every 50 feet).
- Incorporate Ralston Creek at Liberty Hills Stream Re-Establishment preliminary design plans prepared by CEC in August 2018
- Prepare preliminary quantities and an opinion of probable cost.
- Hold/Attend one preliminary utility coordination meeting.
- Hold/Attend Public Hearing (CEC understands that the City will advertise and hold the meeting and that CEC will provide the exhibits and attend to answer questions posed by the public).
- Incorporate comments and changes into ROW Plans and finalize ROW Plans.
- CEC will submit one full-size set, one half-size set, and an electronic copy (PDF) of finalized ROW Plans.

3.5.2 Construction Plans Preparations

CEC will perform the following tasks:

- Finalize Design and Prepare Plan Specifications including:
 - Incorporate special conditions from ROW plan development task.
 - Calculate final quantities and opinion of probable cost.
 - Prepare erosion prevention and sediment control plans.
 - Prepare general notes.
- Stormwater permit applications (SWPPP and City of Franklin Mass Grading/Grading Only Permit application. Construction Plan Review – one full-size set of construction plans for each utility's use (electronic copies may be accepted based on the utility) and one full-size set, two half-size sets, and an electronic copy of construction plans for City review.
- Construction Plan Sets are expected to include a Title Sheet, Typical Sections, Quantities, Property Map with Acquisition/Easement Table, Present Layout, Proposed Layout, Proposed Profile, Proposed Grading, Utility Layout, Erosion Control, General Notes, Detour Plan, X-Sections (~ every 50 feet), and Details.

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- Finalize design of Ralston Creek at Liberty Hills stream re-establishment
- Final utility coordination meeting (if necessary).
- Prepare exhibits for second Public Hearing including two sets of Construction Plans, Display Boards, and Presentation.
- Hold/Attend Public Hearing (CEC understands that the City will advertise and hold the meeting and that CEC will provide the exhibits and attend to answer questions posed by the public). CEC will provide copies of the easement documents at this meeting and anticipates that the field staking of the easements will have been accomplished before this meeting. In this way, the City may be able to secure a portion of the easements from the affected residents at the meeting.
- Incorporate comments and changes and finalize plans.
- Finalize the City of Franklin grading permit application and a Notice of Intent (NOI) and SWPPP for coverage under the Tennessee Construction General Permit for Storm Water associated with construction (applicable permit application fees are assumed to be waived for the City grading permit; State permit fees are assumed to be paid by the City of Franklin and have not been included in the fee for this proposal).
- Submit permit applications (permit fees paid by City or reimbursed if CEC is asked to pay them).
- CEC to submit one full-size set, one half-size set and an electronic copy (PDF and CADD) of finalized Construction Plans.
- CEC assumes that the construction general permit application fee will be waived because the City is a Qualified Local Program (QLP).

3.6 Task 0006 – Culvert Assessment and Design

CEC will assess the need to replace the culverts under Liberty Hills Drive during Task 5. The existing culverts inlet invert is higher than the bottom of the pond. Leaving the culverts in place will affect the slope of the proposed stream alignment. Replacing the culverts and thereby lowering the inlet invert would increase the detention capacity of the area upstream of Liberty Hills Drive. However, there are other considerations to consider related to replacing the culverts such as utility coordination, stream geomorphological considerations, particularly stream slope and sediment transport capacity, and cost. CEC will discuss the findings of the preliminary design with the City to determine if replacement of the culvert is amenable. If CEC and the City determine that the culvert replacement is needed during the meeting, the following tasks will be performed:

- Perform hydraulic analysis for the proposed culvert.
- Prepare additional plan sheets, including a Demolition Sheet, Layout Sheet, Utility Sheet, and Details for the proposed culvert.

Mr. Willoughby – City of Franklin
 CEC Project 325-751
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 September 1, 2022
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3.7 Task 0007 – CLOMR

CEC will perform the hydrologic and hydraulic analysis in accordance with FEMA’s *“Instructions for Completing the Application Forms for Conditional Letters of Map Revision and Letters of Map Revision”* (rev. 08/2018). The hydrologic and hydraulic analysis is based on the following assumptions:

- The hydraulic analysis will be based on the steady state hydraulic model of Unnamed Tributary 2 to Harpeth River which supports LOMR 20-04-2146P with an effective date of February 19, 2021.
 - CEC will complete a FEMA FIS Data Request for Unnamed Tributary 2 to Harpeth River. The cost of the data request is included in the estimated fees.
- The field survey collected by CEC and the Williamson County LiDAR data collected by the State of Tennessee GIS Services in 2018 will be used for the hydraulic analysis.
- No new hydrologic flows will be determined for the Unnamed Tributary 2 to Harpeth River. The hydraulic analysis will use the same flows from the hydraulic model that supports the LOMR.
- Sediment transport modeling is not required.
- The CLOMR will not include the determination of a floodway.
- CEC has included up to two iterations of the hydraulic analysis prior to preparation of the submittal package. If additional iterations are necessary, they will be performed on a Time and Materials basis after receiving your approval.

FEMA requires that ESA compliance be achieved prior to FEMA’s review of a CLOMR submittal and assumes ESA compliance has been achieved prior to a LOMR submittal. CEC will perform initial consultation with the U.S. Fish and Wildlife Services (USFWS) to identify whether threatened or endangered species exist at the project site and whether the project would adversely affect species or designated critical habitat. Response to any additional requests and/or restrictions imposed are not included in this scope of services. In addition, the scope does not include a biological assessment and/or bat survey, which may be requested by USFWS following the initial consultation. CEC can provide a separate scope of services, if required.

CEC will prepare a CLOMR submittal package. CEC will perform the following:

- Prepare a project narrative describing the existing site conditions, the proposed site development, and modeling methodology.
- Prepare a topographic working map showing the proposed 1%-annual-chance (100-yr) floodplain.

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- Prepare an annotated FIRM showing the proposed 1%-annual-chance (100-yr) floodplain.
- Prepare cross-section plots showing the proposed 1%-annual-chance (100-yr) floodplain and water surface elevations.
- Include the site plans in the submittal package.
- Include the ESA Compliance Letter in the submittal package.
- Complete FEMA's MT-2 forms, as applicable.
- Prepare City of Franklin Floodplain Development Permit Application.
- Meet with the City's Floodplain Administrator to discuss the hydrologic and hydraulic analysis, CLOMR submittal package, and FEMA's Community Acknowledgment Form.
- Submit the CLOMR submittal package to the City for review and approval. The scope includes addressing one set of combined comments from the City.
- Submit the CLOMR submittal package to FEMA for review and approval. This submittal will be an online submittal. The scope includes addressing one set of comments from FEMA. Additional comments/responses with FEMA, if required, will be billed on an additional Time and Materials basis after receiving your approval.
- The CLOMR submittal package requires individual notification of affected property owners by the local government based on the extent of impacts the proposed construction activities will have on the water surface elevation of the Unnamed Tributary 2 to Harpeth River for the 1%-annual-chance (100-year) flood event. This task includes preparation of the property owner notifications letters. CEC has included an allowance of \$500 for postage and other reimbursable expenses associated with the notifications in the estimated fee for this task.
- CEC will pay the required **FEMA CLOMR submittal fee of \$6,500** (<https://www.fema.gov/flood-map-related-fees>) for the online submittal of the CLOMR. CEC has included the cost of the submittal fee in this task's estimated fee.

3.8 Task 0008 – LOMR

This task includes the preparation of a FEMA LOMR submittal following completion of the CLOMR submittal process outlined in Task 0006, receipt of CLOMR approval from FEMA, and the completion of the proposed construction. The scope of services for this task is based on the following additional assumptions:

- The as-built topographic survey shows the project was constructed in general accordance with the site plans used for the CLOMR modeling.

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- The Duplicate Effective, Corrected Effective, Existing, and Proposed Conditions Models and the Endangered Species Act Compliance Documentation that were included with the CLOMR submittal will not require revision for the LOMR submittal package.
- The LOMR submittal will require less coordination with FEMA and with the City than the CLOMR process required.

CEC will perform the following:

- Provide an as-built Topographic Survey of the same area as indicated in Task 0002 post-construction. The utility, right-of-way, property, and easement information from Task 0002 along with the new as-built information will be utilized to produce a signed and sealed PDF of the as-built survey.
- Revise the hydrologic and hydraulic analysis used for the CLOMR submittal based on the as-built topographic survey.
- Revise the project narrative describing the as-built project and modeling methodology.
- Develop a topographic working map showing the as-built 1%-annual-chance (100-yr) floodplain based on the as-built topographic survey and hydraulic model.
- Develop an annotated FIRM showing the as-built 1%-annual-chance (100-yr) floodplain based on the as-built topographic survey and hydraulic model.
- Prepare cross-section plots showing the 1%-annual-chance (100-yr) floodplain boundaries and water surface elevations based on the as-built topographic survey and hydraulic model.
- Include the as-built property survey.
- Complete FEMA's MT-2 forms, as applicable.
- Meet with the City's Floodplain Administrator to discuss the hydrologic and hydraulic analysis, LOMR submittal package, and FEMA's Community Acknowledgment Form.
- Submit the LOMR submittal package to the City for review and approval. The scope includes addressing one set of combined comments from the City.
- Submit the LOMR submittal package to FEMA for review and approval. This submittal will be an online submittal. The scope includes addressing one set of comments from FEMA. Additional comments/responses with FEMA, if required, will be billed on a Time and Materials basis in addition to this proposed fee after receiving your approval.
- The LOMR submittal package requires individual notification of affected property owners by the local government based on the extent of impacts the proposed development activities will have on the water surface elevation of the Unnamed Tributary 2 to Harpeth River for the 1%-annual-chance (100-year) flood event. This task includes preparation of the property owner notifications letters. CEC has included an allowance of \$500 for postage and other reimbursable associated with the notifications in the estimated fee for this task.

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- CEC will pay the required **FEMA LOMR submittal fee of \$8,000** (<https://www.fema.gov/flood-map-related-fees>) for the online submittal of the LOMR. CEC has included the cost of the submittal fee in this task's estimated fee.

3.9 Task 0009 – Meetings

CEC has included the cost for five additional meetings beyond those mentioned in the above tasks. These will be used, as needed, for coordination with the City.

4.0 SCHEDULE

Task	Estimated Start	Estimated Duration
Task 0001: Due Diligence	Within 30 days of notice to proceed	Jurisdictional Determination – 45 days from notice to proceed SQT Assessment – 60 days from notice to proceed Conceptual Planning – 90 days from notice to proceed
Task 0002: Survey	Within two weeks of notice to proceed	Six weeks from the completion of field work
Task 0003: Grant Assistance	Within two weeks of notice to proceed	Grant application – submittal to City for review by October 15 th
Task 0004: Permitting	Within two weeks of completion of agency coordination meeting under Task 0001	Six weeks to prepare permit applications
Task 0005: Stream Restoration Design and Construction Plans	Within two weeks of survey completion	12 weeks to produce construction plans & submit stormwater permits (NOI & COF Grading)
Task 0006: Culvert Assessment and Design	Within two weeks of meeting with City confirming need for culvert replacement	Concurrently with Task 0005
Task 0007: CLOMR	<u>FEMA Data Request</u> – Within one week of notice to proceed.	<u>FEMA Data Request</u> – Four-six weeks anticipated to

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Task	Estimated Start	Estimated Duration
	<u>Hydraulic Analysis</u> – Within one week of receipt of hydraulic model and completion of stream restoration design <u>CLOMR Submittal Package</u> – Upon completion of hydraulic analysis	receive hydraulic model from FEMA <u>Hydraulic Analysis</u> – Four-six weeks <u>CLOMR Submittal Package</u> – Four week to prepare submittal to City 30+ days – City review 90+ days – FEMA 1 st review 14+ days – Respond to FEMA 90+ days – FEMA 2 nd review
Task 0008: LOMR	<u>As-built survey</u> – within two weeks of construction completion <u>LOMR Hydrologic and Hydraulic Analysis and Submittal Package</u> – within two weeks of as-built survey completion.	Three weeks to prepare stamped as-built survey. Six weeks to prepare LOMR submittal package. 30+ days – City review 90+ days – FEMA 1 st review 14+ days – Respond to FEMA 90+ days – FEMA 2 nd review
Task 0009: Meetings	As needed	As needed

5.0 FEE

Our estimated fees are based on the scope of services described above and will be billed on a Time & Materials basis. If CEC encounters conditions that require additional services and fees beyond what is presented in the proposal, CEC will provide a written revised scope of services and revised fee for the City of Franklin's approval prior to proceeding. The estimated fee to perform the scope of services outlined above is provided below:

Task	Estimated Cost
Task 0001: Due Diligence	\$13,000
Task 0002: Survey	\$11,900
Task 0003: Grant Assistance	\$29,500
Task 0004: Permitting	\$17,700

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Task	Estimated Cost
Task 0005: Stream Restoration Design and Construction Plans	\$83,750
*Task 0006: Culvert Assessment and Design	\$14,300
Task 0007: CLOMR	\$49,500
Task 0008: LOMR	\$35,500
Task 0009: Meetings	\$4,000
Total	\$259,150

*CEC and City will determine the need for this task during Task 5.

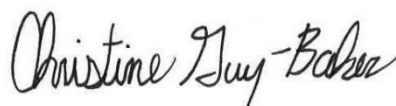
Invoicing of professional services will be in accordance with the attached fee schedule. Reimbursable expenses, including subcontracted services, are included in our estimated costs and will be invoiced according to the attached fee schedule. Please note that an assumed inflation factor has been included for work planned to be completed in 2023 and 2024. The estimated fee for annual monitoring is subject to change based on the estimated end date of 2029. CEC will perform the work in accordance with the Professional Services Agreement COF 2019-0084.

6.0 CLOSING

CEC appreciates the opportunity to submit this proposal to the City of Franklin. We believe the scope of services outlined will address the City of Franklin's needs in a cost-effective manner. If you have any questions or comments, please call me at (615) 333-7797.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Christine Guy-Baker, P.E., CFM
 Assistant Project Manager



Steven E. Casey, P.E., CPESC
 Vice President

cc: Paul Holzen, paulholzen@franklin.tn.gov

Enclosures: Survey Exhibit
 City of Franklin Rate Sheet

Tools & Features Demonstration Site



Legend

- Parcels
- Parcel Numbers
- Parcel Acreage
- Subdivision Name
- Parcel Dimensions
- Lot Numbers
- Lot Acreage
- Group Corner Annotation
- Control Map
- Notes
- Miscellaneous
- Easement
- Exemptions
- Conflicts
- Lines
- Corporate Limits
- BRENTWOOD
- FAIRVIEW
- FRANKLIN
- NOLENSVILLE
- SPRING HILL
- THOMPSONS STATION
- Parks
- Centerlines
- <all other values>
- INTERSTATE
- ACCESS
- LOCAL STREETS
- MAJOR ARTERIAL
- MAJOR COLLECTOR
- MINOR ARTERIAL
- MINOR COLLECTOR
- NO NAME
- UNCLASSIFIED
- PRIVATE
- Rivers
- Aerial Photo
- Red: Band_1
- Green: Band_2

1: 1,314



Notes

This map was automatically generated using Geocortex Essentials.

0.0 0 0.02 0.0 Miles

NAD_1983_StatePlane_Tennessee_FIPS_4100_Feet
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
 117 SEABOARD LANE • SUITE E-100
 FRANKLIN, TENNESSEE 37067
 PHONE: 615-333-7797 • FAX: 615-333-7751
 E-MAIL: nashville@cecinc.com

City of Franklin Services Fee Schedule

January 1, 2022 through December 31, 2022

PROFESSIONAL SERVICES

Classification	Rate/Hour
Senior Principal.....	\$240
Principal.....	\$220
Senior Project Manager	\$198
Project Manager III	\$184
Project Manager II	\$168
Project Manager I	\$148
Assistant Project Manager	\$125
Project Consultant / Geologist / Ecologist / Environmental Scientist	\$116
Staff Consultant / Geologist / Ecologist / Environmental Scientist	\$109
Designer	\$130
Draftsperson / CADD Operator.....	\$78
Senior Field Technician.....	\$95
Environmental Technician/Intern	\$59
Senior Land Surveyor	\$152
Assistant Project Surveyor.....	\$115
Survey Technician IV	\$108
Survey Technician III.....	\$99
Survey Technician II.....	\$88
Survey Technician I.....	\$77
Administrative Assistant	\$75
Administrative Manager	\$85

DIRECT EXPENSES

Printing and Reproduction *
 Miscellaneous Reimbursables *

* As directed by the City Engineer on a project-by-project basis

SUBCONTRACT SERVICES

Services @ Cost Plus 10%



File #: 21-03607

DATE: December 9, 2022
TO: Board of Mayor and Aldermen
FROM: Emily Wright, Planning Director
Amy Diaz-Barriga, Asst Director of Planning Development
Chelsea Randolph, Principal Planner

SUBJECT:

*Consideration Of Ordinance 2022-39, An Ordinance To Rezone 29.46 Acres From Estate Residential (ER) District To Planned (PD 2.61) District For The Property Located South Of Liberty Pike And East Of Oxford Glen Drive (Novara PUD Subdivision). Establishing A Public Hearing On February 14, 2023
FMPC 12/8/22, 6-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 7590
Applicant: Greg Gamble, Gamble Design Collaborative
Owner: David DeBoer

BACKGROUND/STAFF COMMENTS:

The applicant is requesting to zone a 29.46 acre property from Estate Residential (ER) to Planned District (PD 2.61) to accommodate the proposed development plan for Novara PUD Subdivision. The Development Plan has been submitted concurrently.

Envision Franklin places this property in the Mixed Residential Design Concept. The Mixed Residential Design concept states that the defined character across this design concept may vary by neighborhood, but new development should transition from existing development patterns in adjacent neighborhoods. The plan as proposed incorporates the recommendations and guiding principles of the Mixed Residential design concept by providing lot sizes on the periphery that match those of adjacent neighborhoods, walkability within the proposed neighborhood, and natural amenities. The Mixed Residential Design Concept also highlights that, "New neighborhoods should have walkable, well-connected street systems that connect to surrounding neighborhoods and nearby destinations. They should be designed around natural features to highlight forested areas, hillsides and hilltops, streams, and tree rows as accessible amenities." The proposed development plan is maintaining a natural area off of Clovercroft Road. The proposed zoning is appropriate for this Design Concept.

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 Municipal Planning Commission recommends approval of Ordinance 2022-39 by a vote of 6-0.

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2022-39.

ORDINANCE 2022-39

AN ORDINANCE TO REZONE 29.46 ACRES FROM ESTATE RESIDENTIAL (ER) DISTRICT TO PLANNED (PD 2.61) DISTRICT FOR THE PROPERTY LOCATED SOUTH OF LIBERTY PIKE AND EAST OF OXFORD GLEN DRIVE, 4080 CLOVERCROFT ROAD (NOVARA PUD SUBDIVISION).

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

WHEREAS, the planned district (PD 2.61) 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 2022-65, 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 **Estate Residential** District to **Planned (PD 2.61)** District:

PREMISES CONSIDERED	
Map-Parcel	Acres
80-00602	29.46
Total	29.46

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:

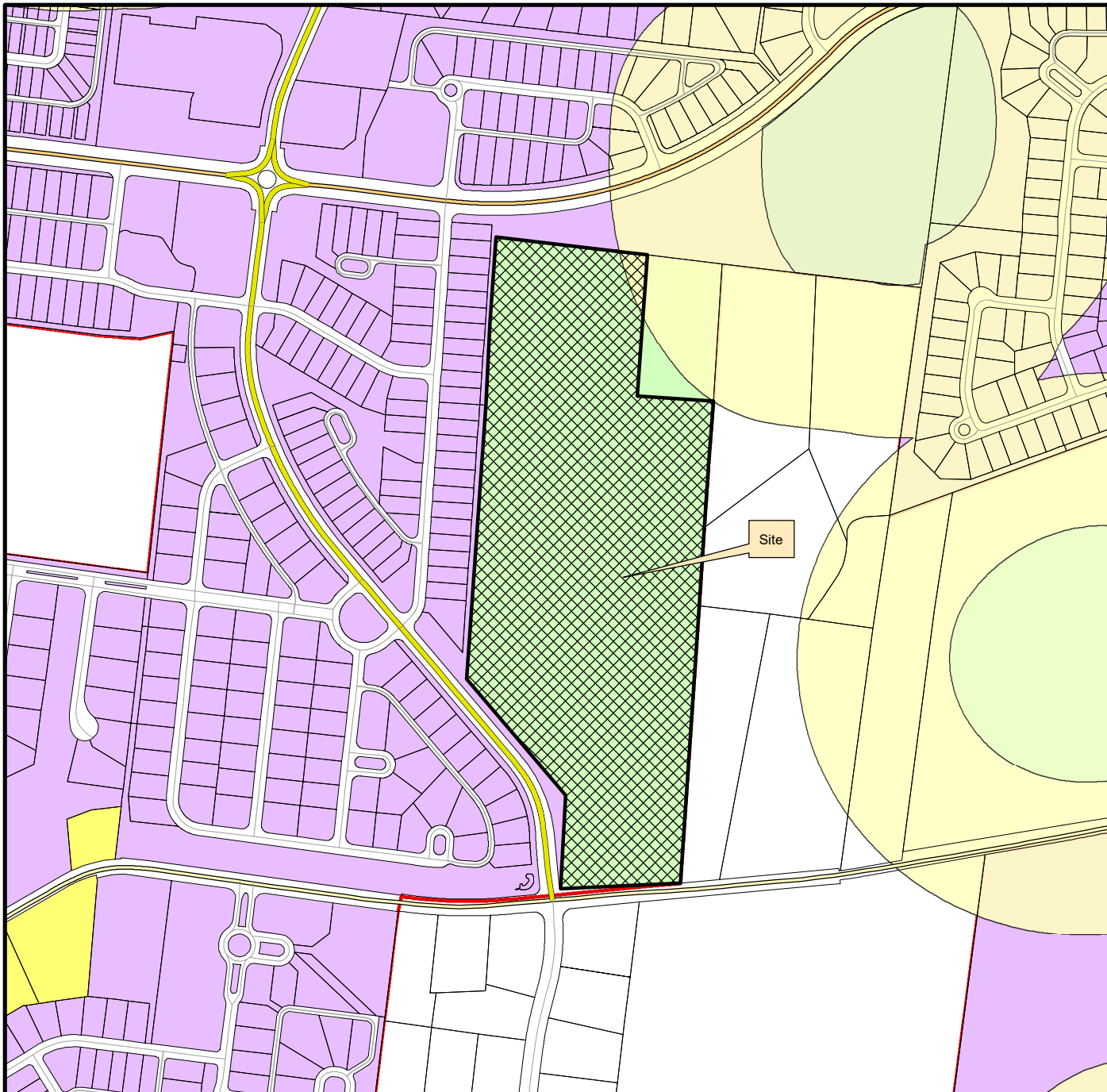
NOVARA PUD SUBDIVISION
ORD 2022-39
RES 2022-65

Project Information

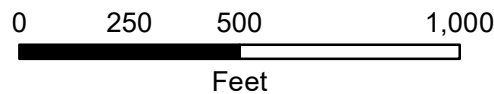
Existing Zoning: ER
 Proposed Zoning: PD 2.61
 Overlay Districts: 500' HHO BUFFER
 Site Acreage: 29.46 acres
 Proposed Number of Dwelling Units: 77
 Proposed Nonresidential Square Footage: 0

Legend

-  Novara PUD Subdivision
-  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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 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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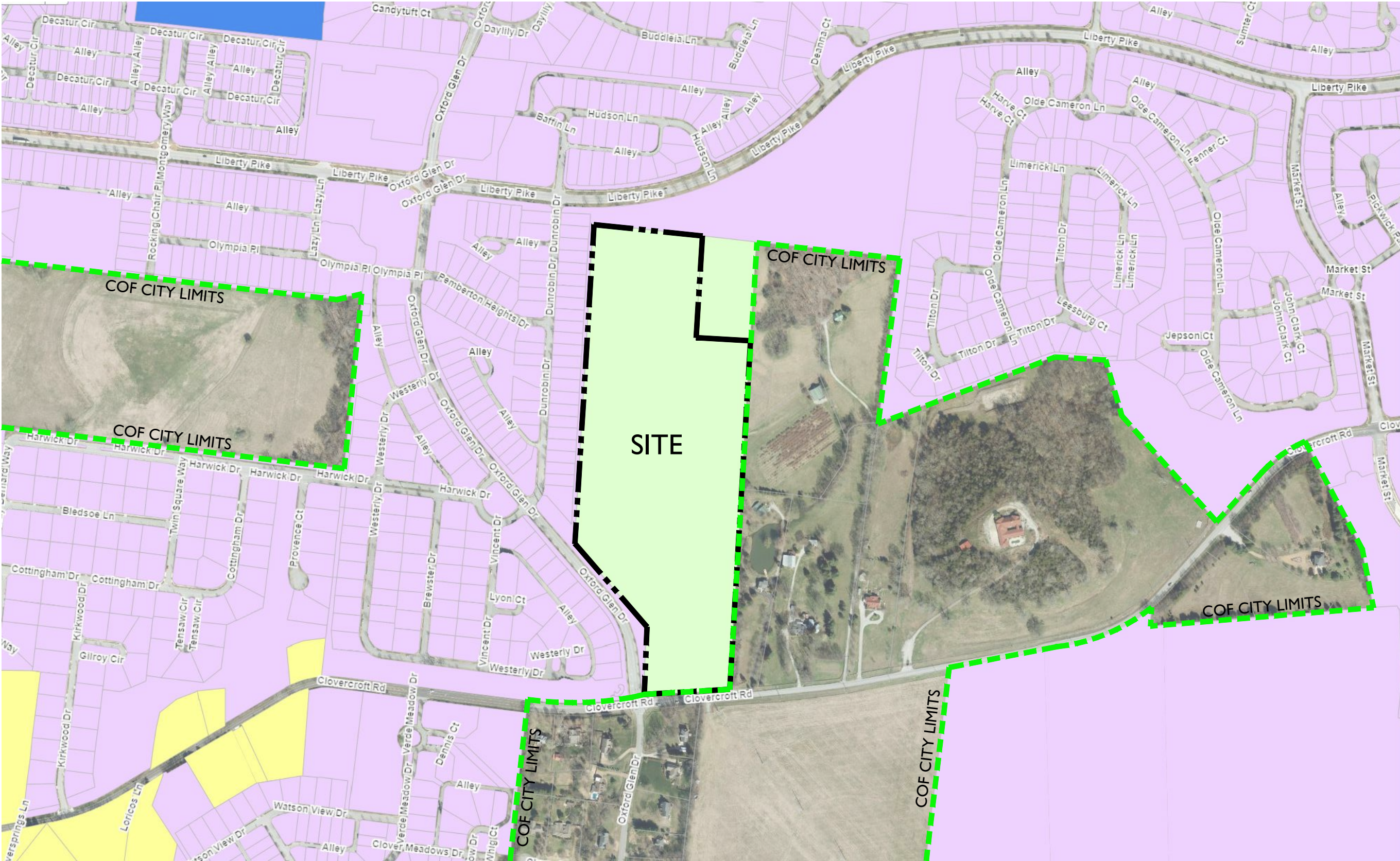
HISTORIC
FRANKLIN
 TENNESSEE

NOVARA PUD SUBDIVISION

REZONING

PD (2.6I)

Franklin, Williamson, Tennessee



NOT TO SCALE

VICINITY MAP

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:
ENERGY LAND & INFRASTRUCTURE, LLC
CLAY WALLACE
1420 DONELSON PIKE, SUITE A-12
NASHVILLE, TN 37027
615-383-6300
CLAY.WALLACE@ELI-LLC.COM

OWNER:
DAVID AND TINA DEBOER
4080 CLOVERCROFT ROAD
FRANKLIN, TN 37067

DEVELOPER:
ARNOLD HOMES, LLC
RANDY ARNOLD
1612 WESTGATE CIRCLE, SUITE 222
BRENTWOOD, TN 37027
615-236-9133
RARNOLD@ARNOLDHOMESLLC.COM

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.

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY MILCROFTON. THE WATER MAINS ARE LOCATED ALONG THE SOUTH SIDE OF CLOVERCROFT ROAD AND THE WEST SIDE OF OXFORD GLEN.
77 UNITS X 350 GPD = 26,950 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.
77 SFUE X 350 GPD = 26,950 GPD

REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE TO THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 7.2 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 2.8 MI (FIRE STATION 6)
NEAREST RECREATIONAL FACILITY: 3.0 MI (LIBERTY PARK)

PROJECTED STUDENT POPULATION
0.69 X 77 = 54 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY CITY OF FRANKLIN.

SHEET INDEX

C0.0	COVER SHEET
C1.0	OVERALL EXISTING CONDITIONS
C1.1	EXISTING CONDITIONS
C1.2	EXISTING CONDITIONS

SITE DATA CHART

PROJECT NAME:	NOVARA PUD SUBDIVISION, REZONING
PROJECT NUMBER:	7966
ADDRESS:	4080 CLOVERCROFT ROAD, FRANKLIN, TN
PARCEL(S):	MAP 080, PARCEL 00602
ACREAGE / SF OF SITE:	29.46 AC / 1,283,278 SF
VESTING (IF APPLICABLE):	XXXX
BASE ZONING:	ESTATE RESIDENTIAL (ER)
PROPOSED ZONING:	PLANNED DISTRICT (PD)
ZONING OVERLAY:	(2.61 DUA)
DESIGN CONCEPT:	500' HHO BUFFER MIXED RESIDENTIAL
BUILDING TYPES APPLIED:	SINGLE-FAMILY RESIDENTIAL
BUILDING HEIGHT:	2.5 STORIES
FRONTAGE TYPES APPLIED:	LANDSCAPE
LOT WIDTH (RESIDENTIAL):	65' LOTS 40' LOTS
LOT SIZE (RESIDENTIAL):	65' - 8,440 SF MIN. 40' - 4,800 SF MIN.

SETBACKS:	
40' LOTS -	
FRONT:	10'
SIDE:	5'
SIDE STREET:	10'
REAR:	22'
65' LOTS -	
FRONT:	15'
SIDE:	7.5'
SIDE STREET:	10'
REAR:	20'
DWELLING UNIT COUNT (BY TYPE):	
SINGLE -FAMILY:	77
65' LOTS:	38
40' LOTS:	39

MINIMUM LSA:	20% (5.89 AC)
OPEN SPACE REQUIRED:	5% (1.47 AC)
NATURAL AREA REQUIRED:	10% (2.95 AC)
TREE CANOPY RETENTION REQ:	1.85 AC
TREE CANOPY RETENTION PROV:	1.87 AC
PARKING REQUIRED (BY USE): 154 PARKING SPACES	
SINGLE-FAMILY	
77 - SINGLE-FAMILY (2 PER LOT) -	154
TOTAL REQUIRED -	154
PARKING PROVIDED:	256 SPACES

PARKLAND IMPACT FEES:
77 UNITS X \$4,304.00 = 331,408.00
FEES SHALL BE PAID AT FINAL PLAT

HISTORIC RESOURCE
TREATMENT (Y/N): NO



INITIAL SUBMITTAL: 09-12-2022
RESUBMITTAL: 11-03-2022
ONE STOP:
COF #: 7966



DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

PENDING APPROVAL BY BOMA, THIS DOCUMENT WAS REVIEWED UNDER AND IS

NOW VESTED IN THE FOLLOWING DEVELOPMENT STANDARDS:

ZONING ORDINANCE: JANUARY 1, 2022

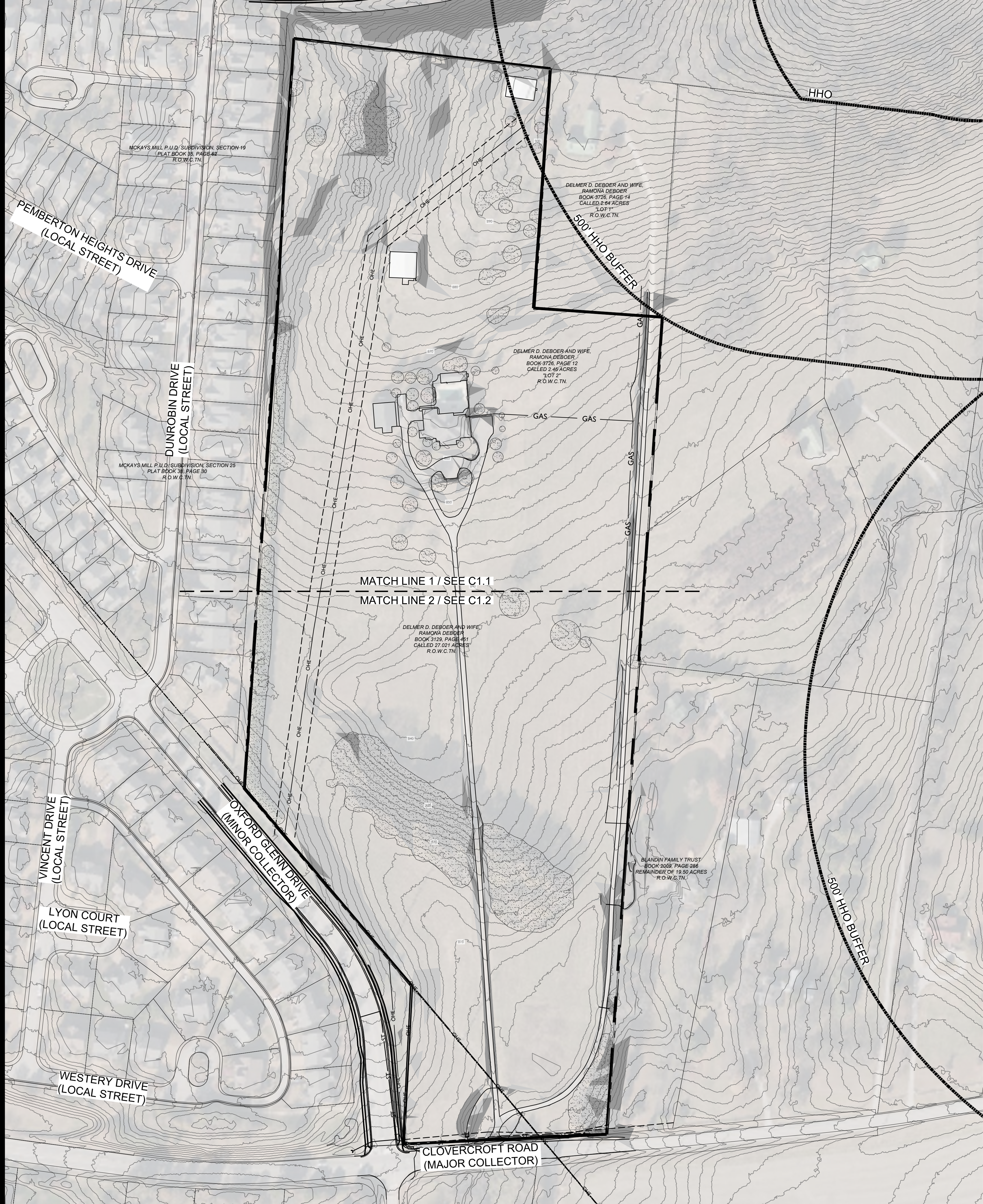
SUBDIVISION REGULATIONS: DECEMBER 12, 2019

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



LEGAL DESCRIPTION

DESCRIPTION FOR A 29.45 ACRES TRACT OF LAND, LYING IN THE 14TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE, AND BEING ALL OF A CALLED 27.021 ACRES TRACT OF LAND, IN THE NAME OF DAVID D. DEBOER AND WIFE, TINA K. DEBOER, AS RECORDED IN QUITCLAIM DEED BOOK 3129, PAGE 451, REGISTER'S OFFICE, WILLIAMSON COUNTY, TENNESSEE, (R.O.W.C.TN.), AND ALL OF A CALLED 2.46 ACRES TRACT OF LAND, IN THE NAME OF DAVID K. DEBOER AND WIFE, TINA K. DEBOER, AS RECORDED IN QUITCLAIM DEED BOOK 3726, PAGE 12, (R.O.W.C.TN.), SAID 29.45 ACRES TRACT BEING BOUNDED ON THE NORTH BY MCKAYS MILL P.U.D. SUBDIVISION, SECTION 19, ON THE EAST BY DELMER D. DEBOER, ET UX, GEORGIANNE MORAN, DAVID DEBOER, ET UX, AND BLANDIN FAMILY TRUST, ON THE SOUTH BY CLOVERCROFT ROAD, AND ON THE WEST BY MCKAYS MILL P.U.D. SUBDIVISION, SECTION 25, AND MCKAYS MILL P.U.D. SUBDIVISION, SECTION 19, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 1/2" IRON ROD CAPPED RBR FOUND AT THE SOUTHEAST CORNER OF SAID 27.021 ACRES TRACT OF LAND, AT THE SOUTHWEST CORNER OF A CALLED 19.50 ACRES TRACT OF LAND, IN THE NAME OF BLANDIN FAMILY TRUST, AS RECORDED IN CORRECTIVE WARRANTY DEED BOOK 2009, PAGE 157, (R.O.W.C.TN.), AND ON THE NORTH RIGHT-OF-WAY OF CLOVERCROFT ROAD LOCATED AT TENNESSEE STATE PLANE (NAD83) GRID COORDIANTE NORTHING: 577,562.44, EASTING: 1,734,618.05;

THENCE, ALONG THE NORTH RIGHT-OF-WAY OF CLOVERCROFT ROAD THE FOLLOWING FOUR (4) CALLS, SOUTH 84°47'39" WEST, A DISTANCE OF 112.47 FEET TO A 1/2" IRON ROD SET CAPPED ELI-LLC;

THENCE, SOUTH 87°54'46" WEST, A DISTANCE OF 91.95 FEET TO A 1/2" IRON ROD SET CAPPED ELI-LLC;

THENCE, SOUTH 84°47'39" WEST, A DISTANCE OF 173.28 FEET TO A 1/2" IRON ROD SET CAPPED ELI-LLC;

THENCE, WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 25 FEET, AN ARC LENGTH OF 23.86 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 67°51'18" WEST, 22.96 FEET TO A 1/2" IRON ROD FOUND CAPPED REGAN AT THE SOUTH CORNER OF "LOT 863", OF MCKAYS MILL P.U.D. SUBDIVISION, SECTION 25, AS RECORDED IN PLAT BOOK 38, PAGE 30, (R.O.W.C.TN.), ON THE NORTH RIGHT-OF-WAY OF CLOVERCROFT ROAD, AND ON THE EAST RIGHT-OF-WAY OF OXFORD GLEN DIRVE;

THENCE, ALONG THE EAST LINE OF SAID "LOT 863" THE FOLLOWING THREE (3) CALLS, NORTH 03°03'35" EAST, A DISTANCE OF 306.14 FEET TO A 1/2" IRON ROD FOUND CAPPED REGAN;

THENCE, NORTH 40°16'39" WEST, A DISTANCE OF 501.91 FEET TO A 1/2" IRON ROD FOUND CAPPED REGAN;

THENCE, NORTH 03°54'35" EAST, PASSING A 1/2" IRON ROD FOUND CAPPED REGAN AT THE NORTHEAST CORNER OF SAID "LOT 863", AT THE SOUTHEAST CORNER OF "LOT 858" OF MCKAYS MILL P.U.D. SUBDIVISION, SECTION 19, AS RECORDED IN PLAT BOOK 35, PAGE 62, (R.O.W.C.TN.), 899.65 FEET, IN ALL A DISTANCE OF 1,454.74 FEET TO A 1/2" IRON ROD FOUND CAPPED REGAN AT THE NORTHWEST CORNER OF SAID 27.021 ACRES TRACT, AND AT AN INTERIOR CORNER OF SAID "LOT 858";

THENCE, ALONG THE SOUTH LINE OF SAID "LOT 858", SOUTH 83°16'01" EAST, A DISTANCE OF 500.89 FEET TO A 1/2" IRON ROD SET CAPPED ELI-LLC, AT THE NORTHEAST CORNER OF SAID 2.46 ACRES TRACT, AT THE NORTHWEST CORNER OF A CALLED 2.64 ACRES TRACT OF LAND, IN THE NAME OF DELMER D. DEBOER AND WIFE, ROMONA DEBOER, AS RECORDED IN QUITCLAIM DEED BOOK 3726, PAGE 14, (R.O.W.C.TN.), AND ON THE SOUTH LINE OF SAID "LOT 858";

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KEY

- EXISTING CANOPY
- SLOPES - 14 - 20%
- SLOPES - 20% +

SITE DATA CHART

PROJECT NAME: NOVARA PUD SUBDIVISION, REZONING
PROJECT NUMBER: 7966
ADDRESS: 4080 CLOVERCROFT ROAD, FRANKLIN, TN
PARCEL(S): MAP 080, PARCEL 00602
ACREAGE / SF OF SITE: 29.46 AC / 1,283,278 SF
VESTING (IF APPLICABLE): XXXX

BASE ZONING: ESTATE RESIDENTIAL (ER)
PROPOSED ZONING: PLANNED DISTRICT (PD)
ZONING OVERLAY: (2.61 DUA)
DESIGN CONCEPT: 500' HHO BUFFER
MIXED RESIDENTIAL

BUILDING TYPES APPLIED: SINGLE-FAMILY RESIDENTIAL
BUILDING HEIGHT: 2.5 STORIES
FRONTAGE TYPES APPLIED: LANDSCAPE
LOT WIDTH (RESIDENTIAL):

65' LOTS
40' LOTS

LOT SIZE (RESIDENTIAL):
65' - 8,440 SF MIN.
40' - 4,800 SF MIN.

SETBACKS:
40' LOTS -
FRONT: 10'
SIDE: 5'
SIDE STREET: 10'
REAR: 22'

65' LOTS -
FRONT: 15'
SIDE: 7.5'
SIDE STREET: 10'
REAR: 20'

DWELLING UNIT COUNT (BY TYPE):
SINGLE - FAMILY: 77
65' LOTS: 38
40' LOTS: 39

MINIMUM LSA: 20% (5.89 AC)
OPEN SPACE REQUIRED: 5% (1.47 AC)
NATURAL AREA REQUIRED: 10% (2.95 AC)
TREE CANOPY RETENTION REQ: 1.85 AC
TREE CANOPY RETENTION PROV: 1.87 AC

PARKING REQUIRED (BY USE): 154 PARKING SPACES
SINGLE-FAMILY
77 - SINGLE-FAMILY (2 PER LOT) - 154
TOTAL REQUIRED - 154
PARKING PROVIDED: 256 SPACES

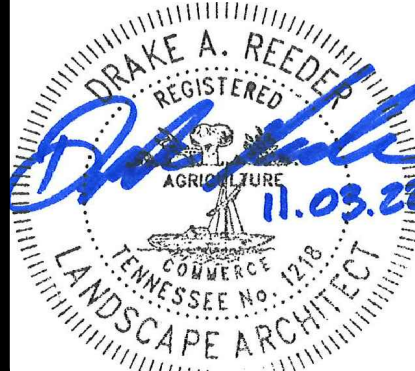
PARKLAND IMPACT FEES:
77 UNITS X \$4,304.00 = 331,408.00
FEES SHALL BE PAID AT FINAL PLAT

HISTORIC RESOURCE
TREATMENT (Y/N): NO



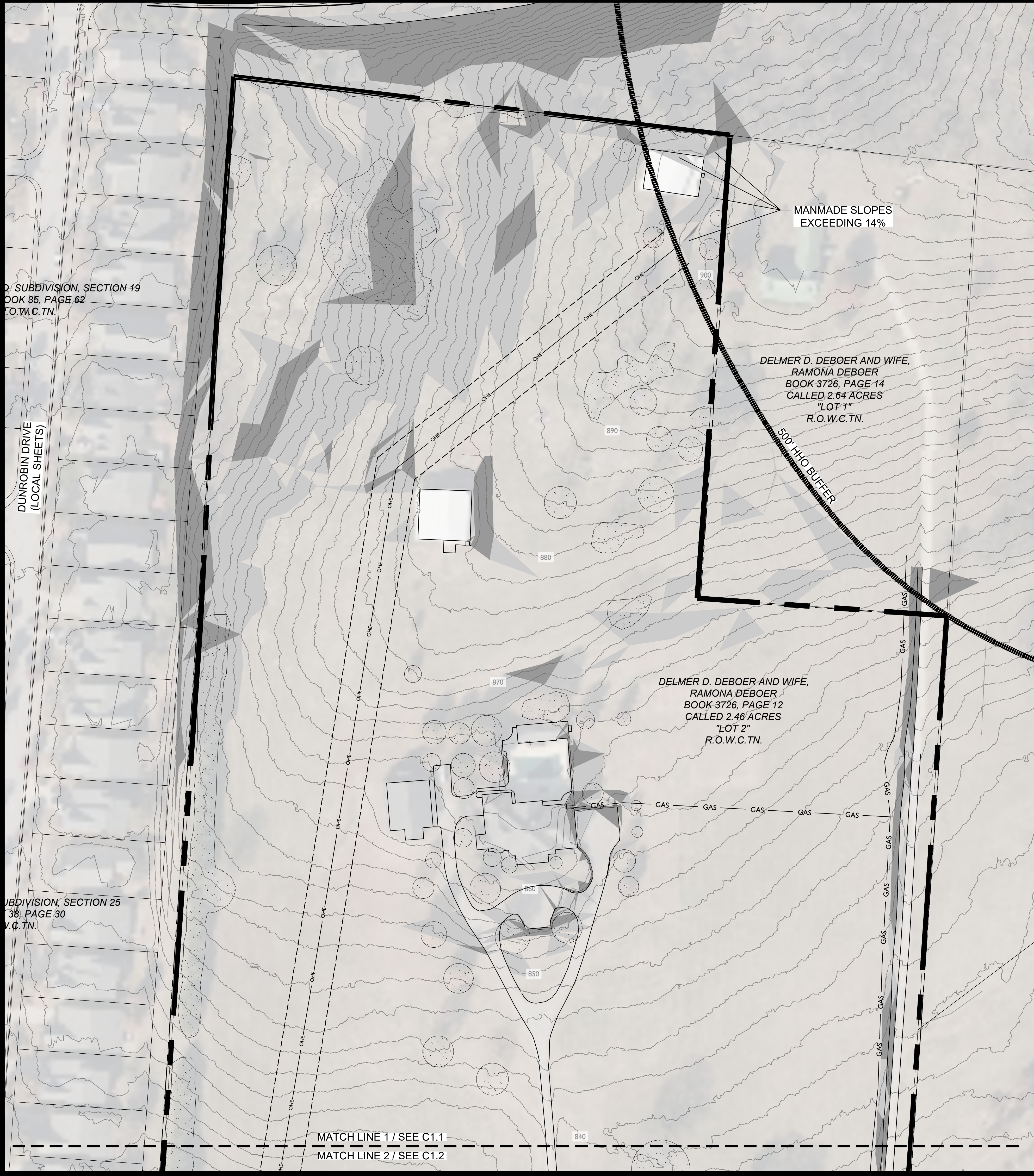
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

NOVARA PUD SUBDIVISION
REZONING
Franklin, Williamson County, Tennessee



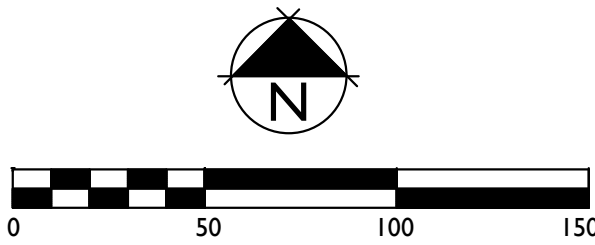
Revision Date
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OVERALL EXISTING
CONDITIONS
SHEET
C1.0
COF # 7966

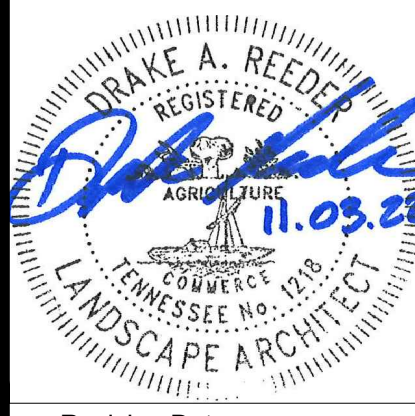


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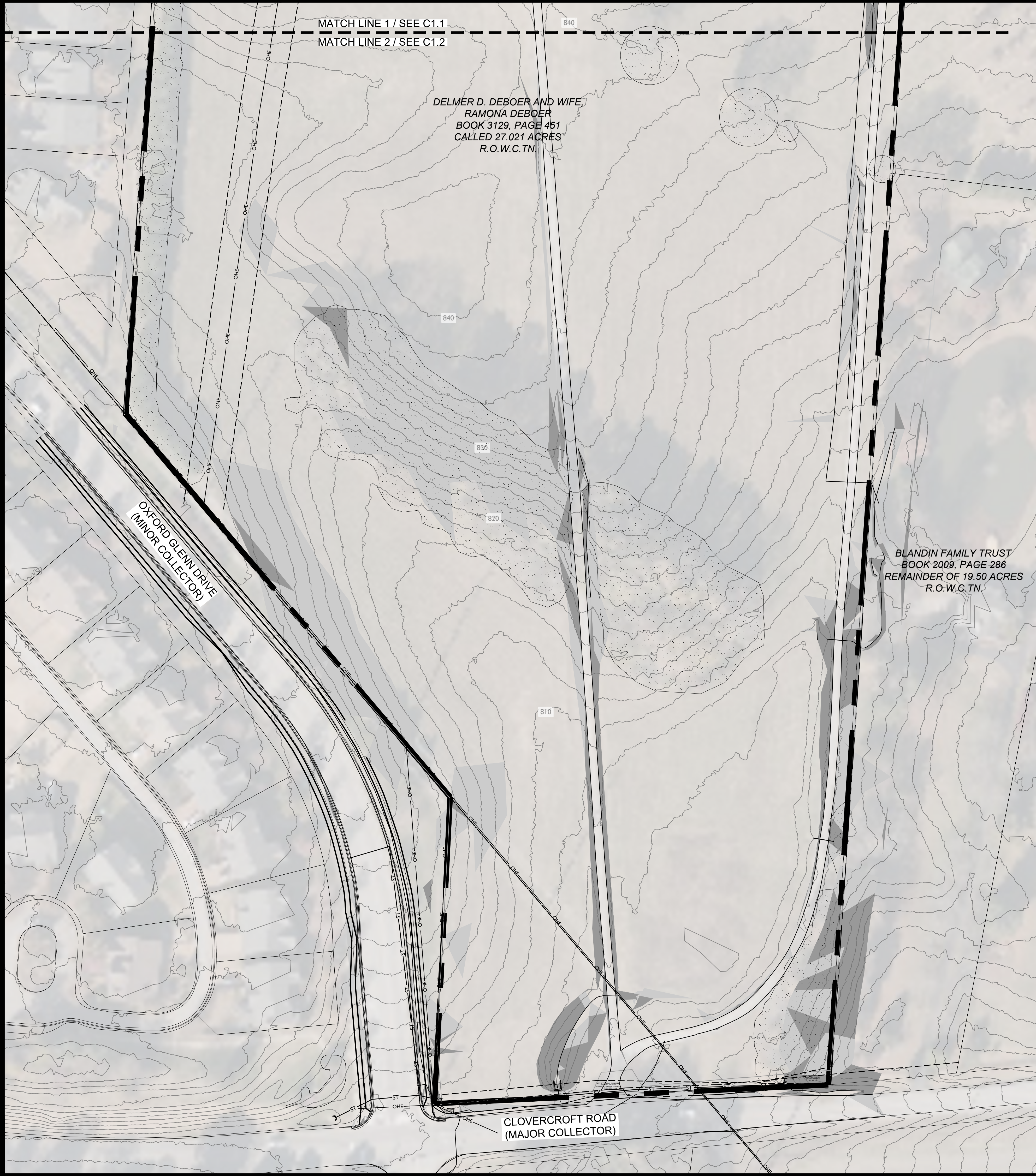
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- SLOPES - 20% +



NOVARA PUD SUBDIVISION
REZONING
Franklin, Williamson County, Tennessee

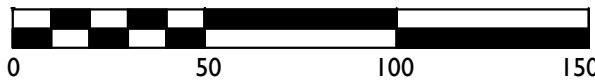


Revision	Date
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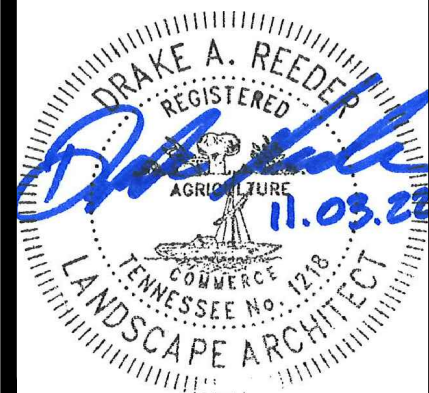
KEY

- EXISTING CANOPY
- SLOPES - 14 - 20%
- SLOPES - 20% +



**NOVARA PUD SUBDIVISION
REZONING**

Franklin, Williamson County, Tennessee



Revision	Date
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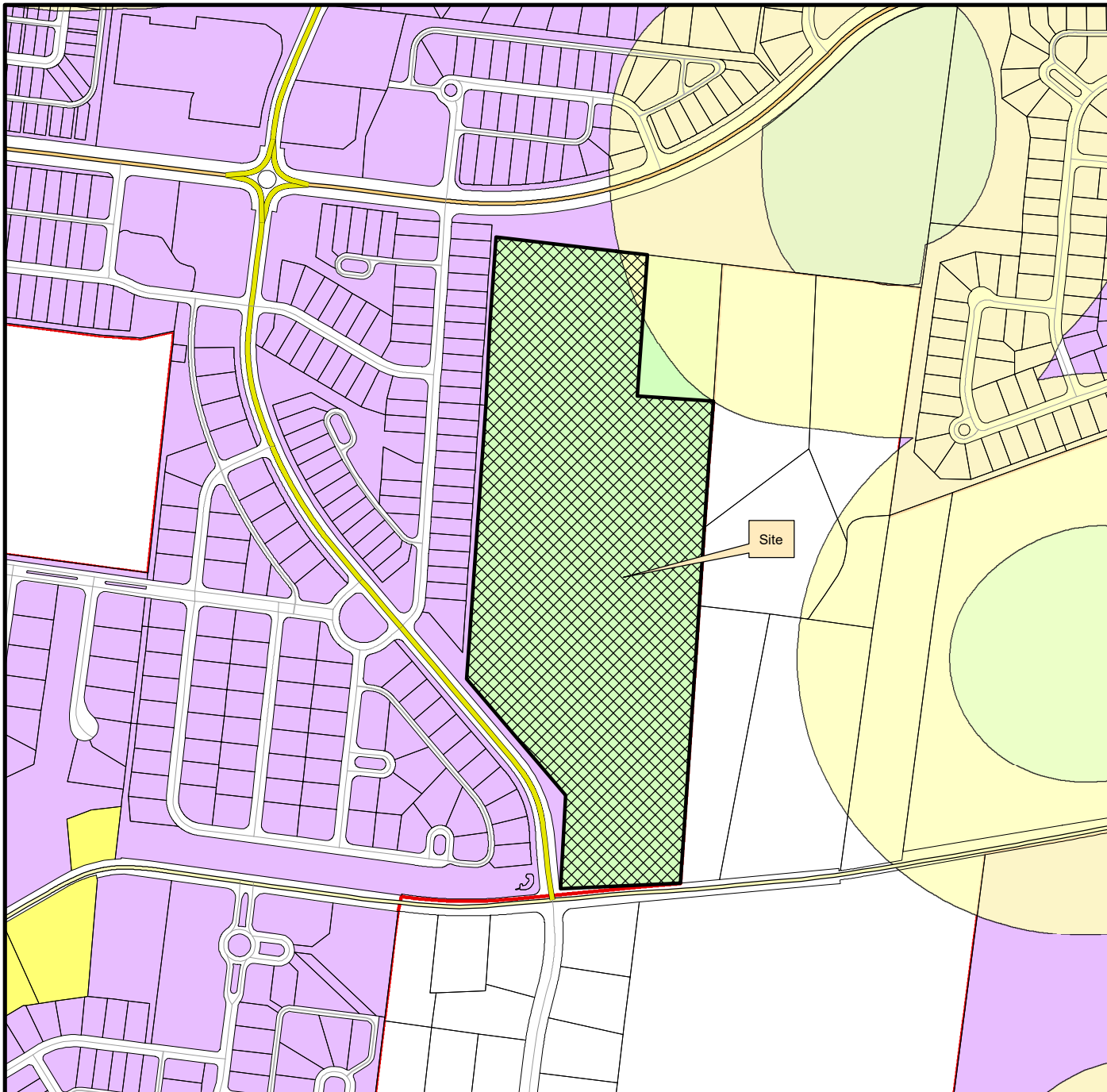
NOVARA PUD SUBDIVISION
ORD 2022-39
RES 2022-65

Project Information

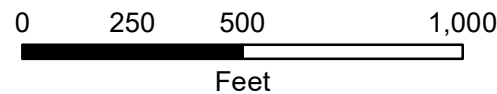
Existing Zoning: ER
 Proposed Zoning: PD 2.61
 Overlay Districts: 500' HHO BUFFER
 Site Acreage: 29.45 acres
 Proposed Number of Dwelling Units: 77
 Proposed Nonresidential Square Footage: 0

Legend

-  Novara PUD Subdivision
-  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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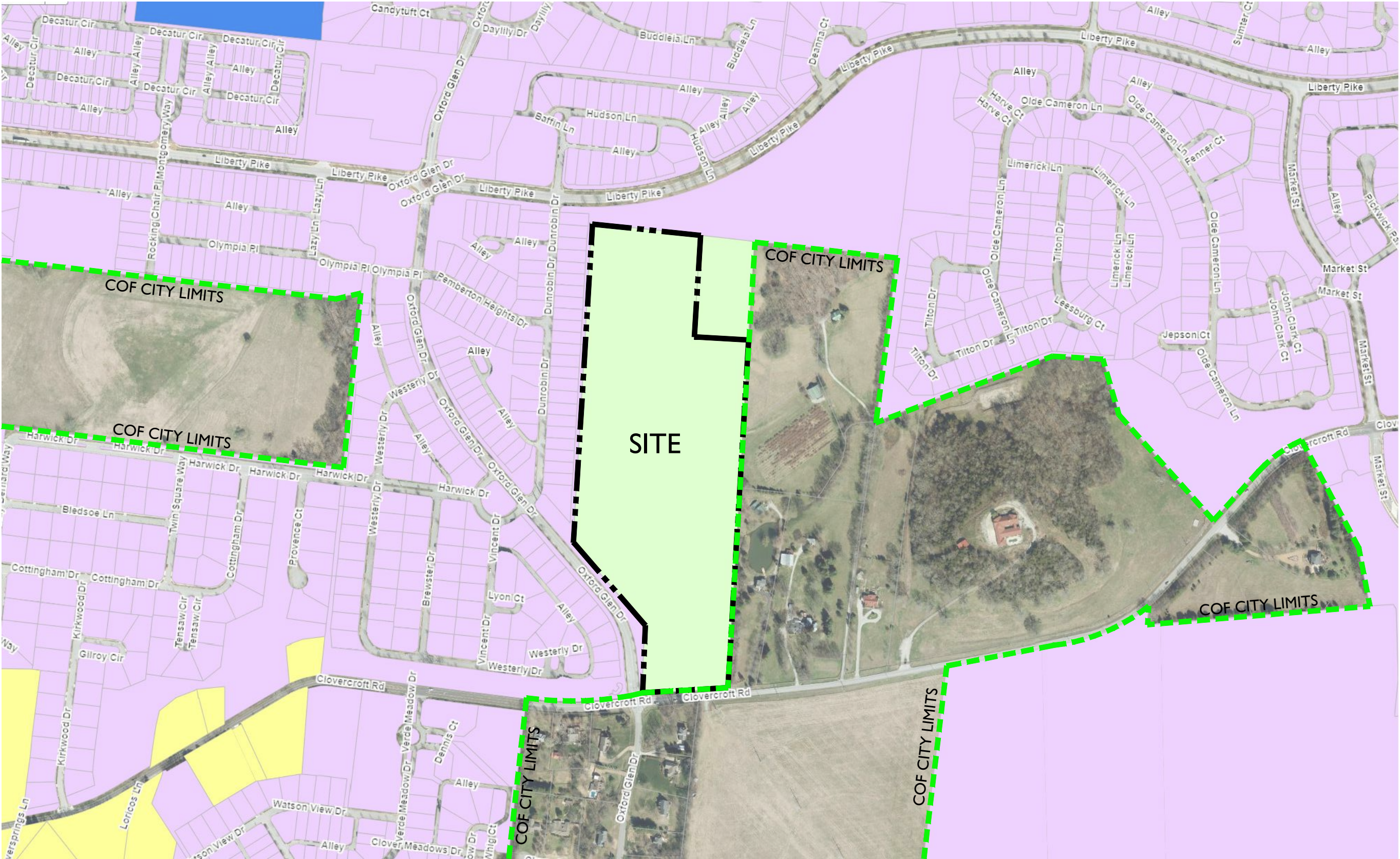
HISTORIC
FRANKLIN
 TENNESSEE

NOVARA PUD SUBDIVISION

REZONING

PD (2.6I)

Franklin, Williamson, Tennessee



NOT TO SCALE

VICINITY MAP

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:
ENERGY LAND & INFRASTRUCTURE, LLC
CLAY WALLACE
1420 DONELSON PIKE, SUITE A-12
NASHVILLE, TN 37027
615-383-6300
CLAY.WALLACE@ELI-LLC.COM

OWNER:
DAVID AND TINA DEBOER
4080 CLOVERCROFT ROAD
FRANKLIN, TN 37067

DEVELOPER:
ARNOLD HOMES, LLC
RANDY ARNOLD
1612 WESTGATE CIRCLE, SUITE 222
BRENTWOOD, TN 37027
615-236-9133
RARNOLD@ARNOLDHOMESLLC.COM

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.

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY MILCROFTON. THE WATER MAINS ARE LOCATED ALONG THE SOUTH SIDE OF CLOVERCROFT ROAD AND THE WEST SIDE OF OXFORD GLEN.
77 UNITS X 350 GPD = 26,950 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.
77 SFUE X 350 GPD = 26,950 GPD

REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE TO THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 7.2 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 2.8 MI (FIRE STATION 6)
NEAREST RECREATIONAL FACILITY: 3.0 MI (LIBERTY PARK)

PROJECTED STUDENT POPULATION
0.69 X 77 = 54 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY CITY OF FRANKLIN.

SHEET INDEX

C0.0	COVER SHEET
C1.0	OVERALL EXISTING CONDITIONS
C1.1	EXISTING CONDITIONS
C1.2	EXISTING CONDITIONS

SITE DATA CHART

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PROJECT NUMBER: 7966
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PARCEL(S): MAP 080, PARCEL 00602
ACREAGE / SF OF SITE: 29.46 AC / 1,283,278 SF
VESTING (IF APPLICABLE): XXXX

BASE ZONING: ESTATE RESIDENTIAL (ER)
PROPOSED ZONING: PLANNED DISTRICT (PD)
ZONING OVERLAY: 500' HHO BUFFER
DESIGN CONCEPT: MIXED RESIDENTIAL

BUILDING TYPES APPLIED: SINGLE-FAMILY RESIDENTIAL
BUILDING HEIGHT: 2.5 STORIES
FRONTAGE TYPES APPLIED: LANDSCAPE
LOT WIDTH (RESIDENTIAL): 65' LOTS
40' LOTS

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FEES SHALL BE PAID AT FINAL PLAT

HISTORIC RESOURCE
TREATMENT (Y/N): NO



INITIAL SUBMITTAL: 09-12-2022
RESUBMITTAL: 11-03-2022
ONE STOP:
COF #: 7966



DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

PENDING APPROVAL BY BOMA, THIS DOCUMENT WAS REVIEWED UNDER AND IS

NOW VESTED IN THE FOLLOWING DEVELOPMENT STANDARDS:

ZONING ORDINANCE: JANUARY 1, 2022

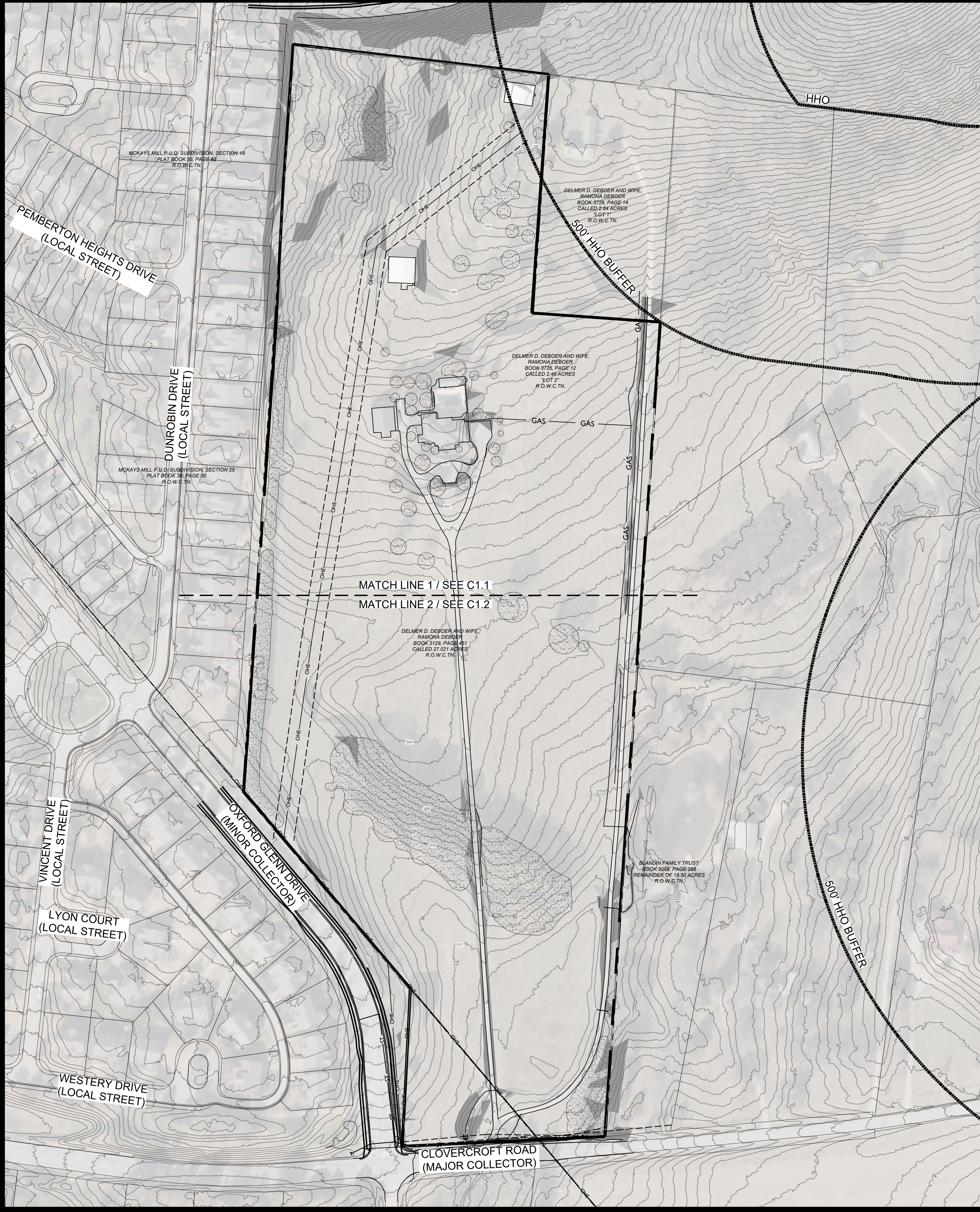
SUBDIVISION REGULATIONS: DECEMBER 12, 2019

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



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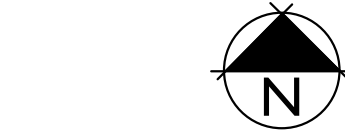
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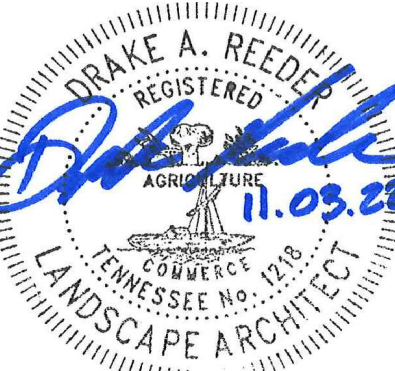
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DESIGN CONCEPT:	500' HHO BUFFER
BUILDING TYPES APPLIED:	MIXED RESIDENTIAL
BUILDING HEIGHT:	SINGLE-FAMILY RESIDENTIAL
FRONTAGE TYPES APPLIED:	2.5 STORIES
LOT WIDTH (RESIDENTIAL):	LANDSCAPE
	65' LOTS
	40' LOTS
LOT SIZE (RESIDENTIAL):	65' - 8,440 SF MIN.
	40' - 4,800 SF MIN.
SETBACKS:	
40' LOTS -	
FRONT:	10'
SIDE:	5'
SIDE STREET:	10'
REAR:	22'
65' LOTS -	
FRONT:	15'
SIDE:	7.5'
SIDE STREET:	10'
REAR:	20'
DWELLING UNIT COUNT (BY TYPE):	
SINGLE - FAMILY:	77
65' LOTS:	38
40' LOTS:	39
MINIMUM LSA:	20% (5.89 AC)
OPEN SPACE REQUIRED:	5% (1.47 AC)
NATURAL AREA REQUIRED:	10% (2.95 AC)
TREE CANOPY RETENTION REQ:	1.85 AC
TREE CANOPY RETENTION PROV:	1.87 AC
PARKING REQUIRED (BY USE): 154 PARKING SPACES	
SINGLE-FAMILY	
77 - SINGLE-FAMILY (2 PER LOT) -	154
TOTAL REQUIRED -	154
PARKING PROVIDED:	256 SPACES
PARKLAND IMPACT FEES:	
77 UNITS X \$4,304.00 = 331,408.00	
FEES SHALL BE PAID AT FINAL PLAT	
HISTORIC RESOURCE	
TREATMENT (Y/N):	NO



GAMBLE DESIGN
COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

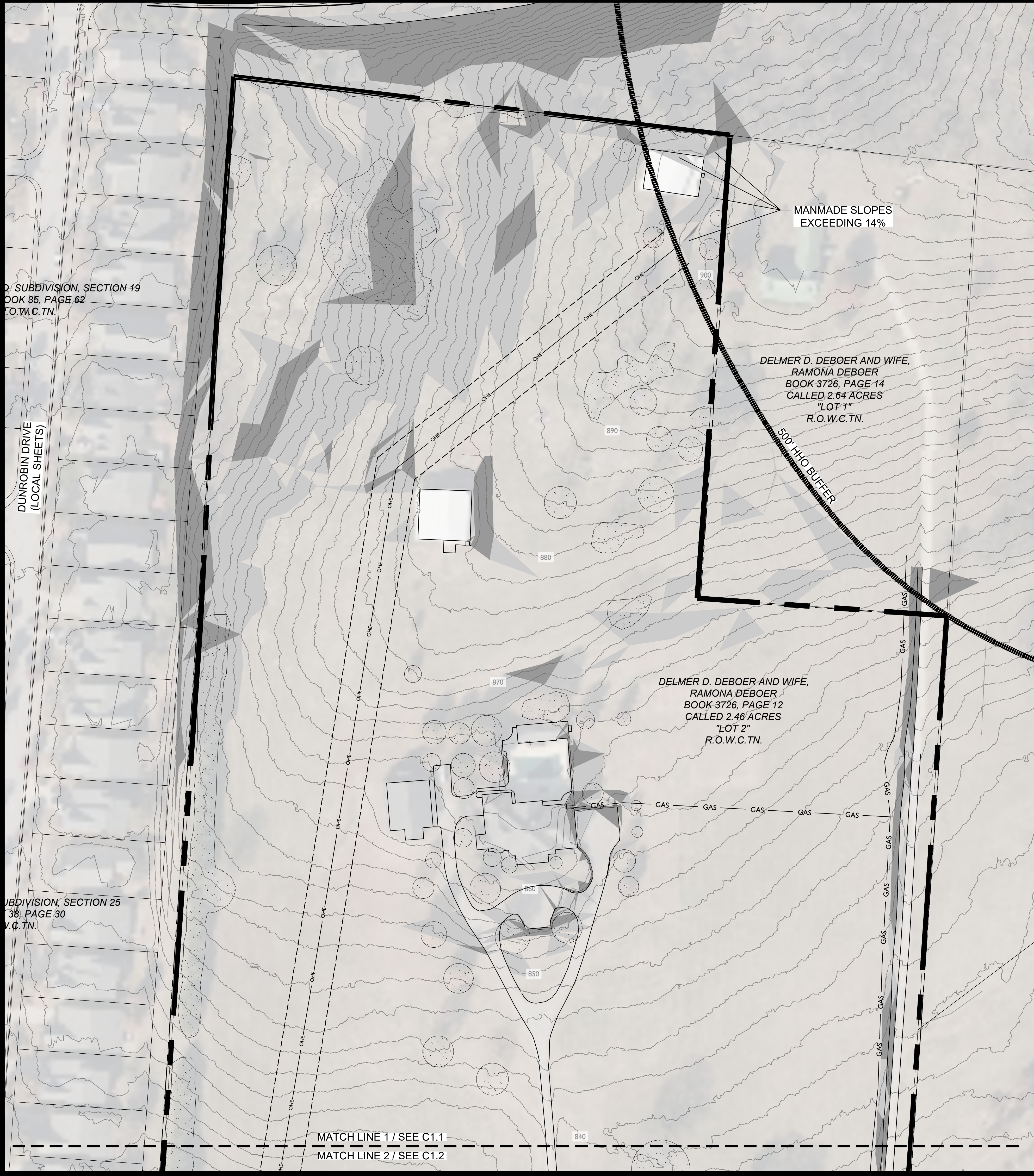
NOVARA PUD SUBDIVISION
REZONING
Franklin, Williamson County, Tennessee



Revision	Date
△	
△	
△	
△	

OVERALL EXISTING
CONDITIONS
SHEET
C1.0

COF # 7966



D. SUBDIVISION, SECTION 19
BOOK 35, PAGE 62
R.O.W.C.TN.

DUNROBIN DRIVE
(LOCAL SHEETS)

UBDIVISION, SECTION 25
38, PAGE 30
V.C.TN.

MANMADE SLOPES
EXCEEDING 14%

DELMER D. DEBOER AND WIFE,
RAMONA DEBOER
BOOK 3726, PAGE 14
CALLED 2.64 ACRES
"LOT 1"
R.O.W.C.TN.

500' HHO BUFFER

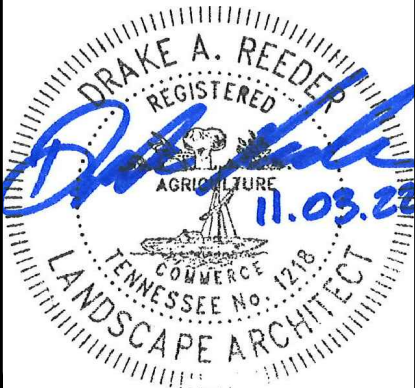
DELMER D. DEBOER AND WIFE,
RAMONA DEBOER
BOOK 3726, PAGE 12
CALLED 2.46 ACRES
"LOT 2"
R.O.W.C.TN.

KEY

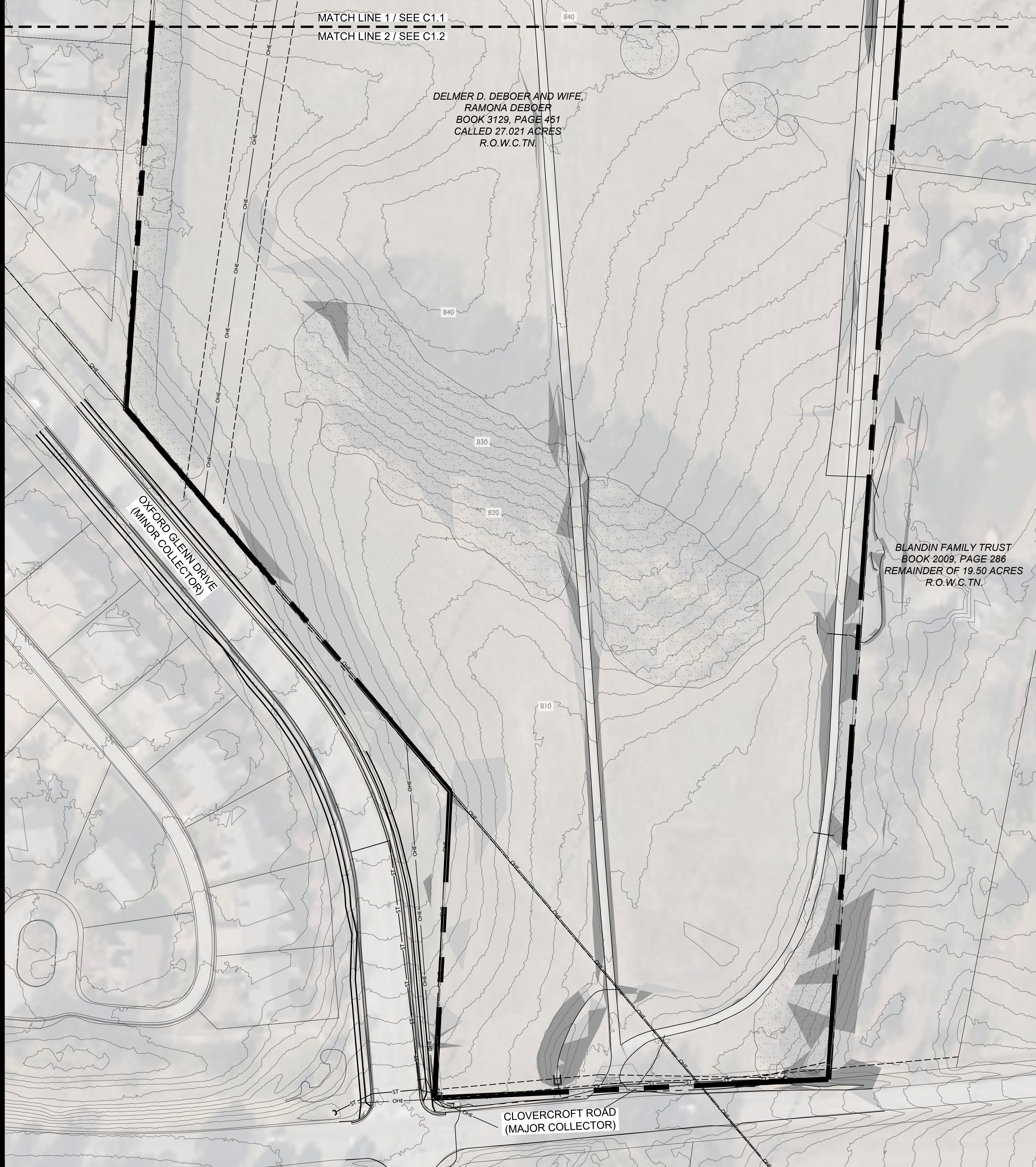
- EXISTING CANOPY
- SLOPES - 14 - 20%
- SLOPES - 20% +



NOVARA PUD SUBDIVISION
REZONING
Franklin, Williamson County, Tennessee

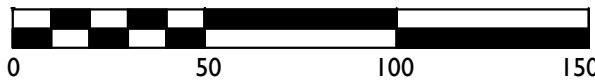


Revision	Date
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KEY

- EXISTING CANOPY
- SLOPES - 14 - 20%
- SLOPES - 20% +

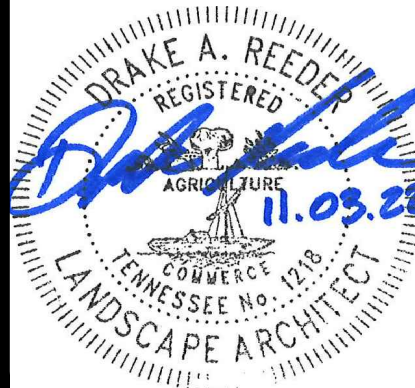


GAMBLE DESIGN
COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

**NOVARA PUD SUBDIVISION
REZONING**

Franklin, Williamson County, Tennessee



Revision Date

△	_____
△	_____
△	_____
△	_____

EXISTING
CONDITIONS
SHEET
C1.2
COF # 7966

Proposed Development Plan - 4080 Clovercroft Road, Franklin, TN

We reside at 4084 Clovercroft Rd. We are not against development but we are against something of this high density being approved.

Something more appropriate would be 1 acre lots.

Clovercroft Road is a major failure by the city and county to allow this much traffic. With a development of 500 homes going in at 4099 Clovercroft and this proposal, it is totally a huge mistake.

We average 1 car a month in our front yard. All have been roll overs.

Additionally, it can take up to 5 min to get out of our driveway on work days.

Clovercroft road is a death trap somewhat like Arno Road and Wilson Pike.

At the meeting held for homeowners, Mr. Gamble told us that if his development, which would only be building single family homes, wasn't approved, the next buyer would be putting in townhomes or apartments.

We found that comment to be a threat and scare tactic to the residents, in order for him to get approval.

Please do not allow this development to proceed with such high density.

Patti and Bill Blandin



File #: 21-03606

DATE: December 9, 2022
TO: Board of Mayor and Aldermen
FROM: Emily Wright, Planning Director
Amy Diaz-Barriga, Asst Director of Planning Development
Chelsea Randolph, Principal Planner

SUBJECT:

Consideration Of Resolution 2022-65, A Resolution Approving A Development Plan For Novara PUD Subdivision, For The Property Located South Of Liberty Pike And East Of Oxford Glen Drive, At 4080 Clovercroft Road. Establishing A Public Hearing On February 14, 2023
FMPC 12/8/22, 6-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 7967
Applicant: Greg Gamble, Gamble Design Collaborative
Owner: David DeBoer

BACKGROUND/STAFF COMMENTS:

The proposed Novara PUD Subdivision is a development consisting of approximately 30 acres located south of Liberty Pike and east of Oxford Glen Drive on a property that is currently addressed as 4080 Clovercroft Road. The plan consists of 77 residential dwelling units with two lot sizes throughout the development.

Envision Franklin places this property in the Mixed Residential Design Concept. The Mixed Residential Design concept supports "providing lot sizes on the periphery that match those of adjacent neighborhoods, walk ability within the proposed neighborhood, and natural amenities" and "New neighborhoods should have walkable, well-connected street systems that connect to surrounding neighborhoods and nearby destinations. They should be designed around natural features to highlight forested areas, hillsides and hilltops, streams, and tree rows as accessible amenities." The plan as proposed incorporates the recommendations and guiding principles of the Mixed Residential design concept by providing approximately 8 acres of open space which includes natural areas, walking trails and community amenity area contributing to the quality of life for the future residents.

The lot size guidance within the Mixed Residential Design Concept states, "Lots with dwellings having attached garages that face the front, side, or rear should have a minimum width of 65 feet and a minimum lot size of 7,150 square feet and lots with single-family dwellings accessed by alleys should have a minimum lot width of 40 feet and a minimum lot size of 4,000 square feet." The

proposed development is comprised of a mix of 65-foot lots that are a minimum of 8,440 square feet and 40-foot lots that are a minimum of 4,800 feet. For Building Character, Envision Franklin states that "Dwellings within new developments should provide a mix of architectural styles and building materials that enhance the city's character. Architecture should contain a rich blending of designs that complement each other yet not be overly repetitive." The elevations included in the proposed development plan implement the recommendations of Envision Franklin by providing conceptual elevations that provide a mix of architectural styles and building materials.

PROJECT CONSIDERATIONS:

The proposed development shows the main access road through an open space that is owned by the McKays Mill HOA,. The McKays Mill PUD Subdivision HOA has submitted an owner affidavit providing verification that they are aware that the Novara development is being proposed but the HOA has not granted the necessary right-of-way through their open space. The HOA has currently only granted easement access and, per condition of approval number 43, dedication will be required with site plan approval.

PROCEDURAL REQUIREMENTS:

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

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Franklin Municipal Planning Commission recommends approval with conditions Resolution 2022-65 by a vote of 6-0.

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-65 with conditions.

RESOLUTION 2022-65

A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR NOVARA PUD SUBDIVISION, FOR THE PROPERTY LOCATED SOUTH OF LIBERTY PIKE AND EAST OF OXFORD GLEN, AT 4080 CLOVERCROFT 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 2022-39; 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
80-00602	29.46
Total	29.46

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 Novara PUD Subdivision are as follows:

Entitlements	Novara PUD
Base Zone District	PD 2.61
Other Zoning Overlays	500 ft. HHO Buffer
Number of Dwelling Units	77
Number of Nonresidential Square Footage	None
Number of Hotel Rooms	None
Open Space Requirements	15%
Number of Phases in Development	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 VI. That this Resolution shall take effect from and after the passage of Ordinance 2022-39, 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:

August 29, 2022

BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:

September 22, 2022

NEIGHBORHOOD MEETING:

September 6, 2022

PLANNING COMMISSION RECOMMENDED APPROVAL:

PUBLIC HEARING AND BOMA APPROVAL:

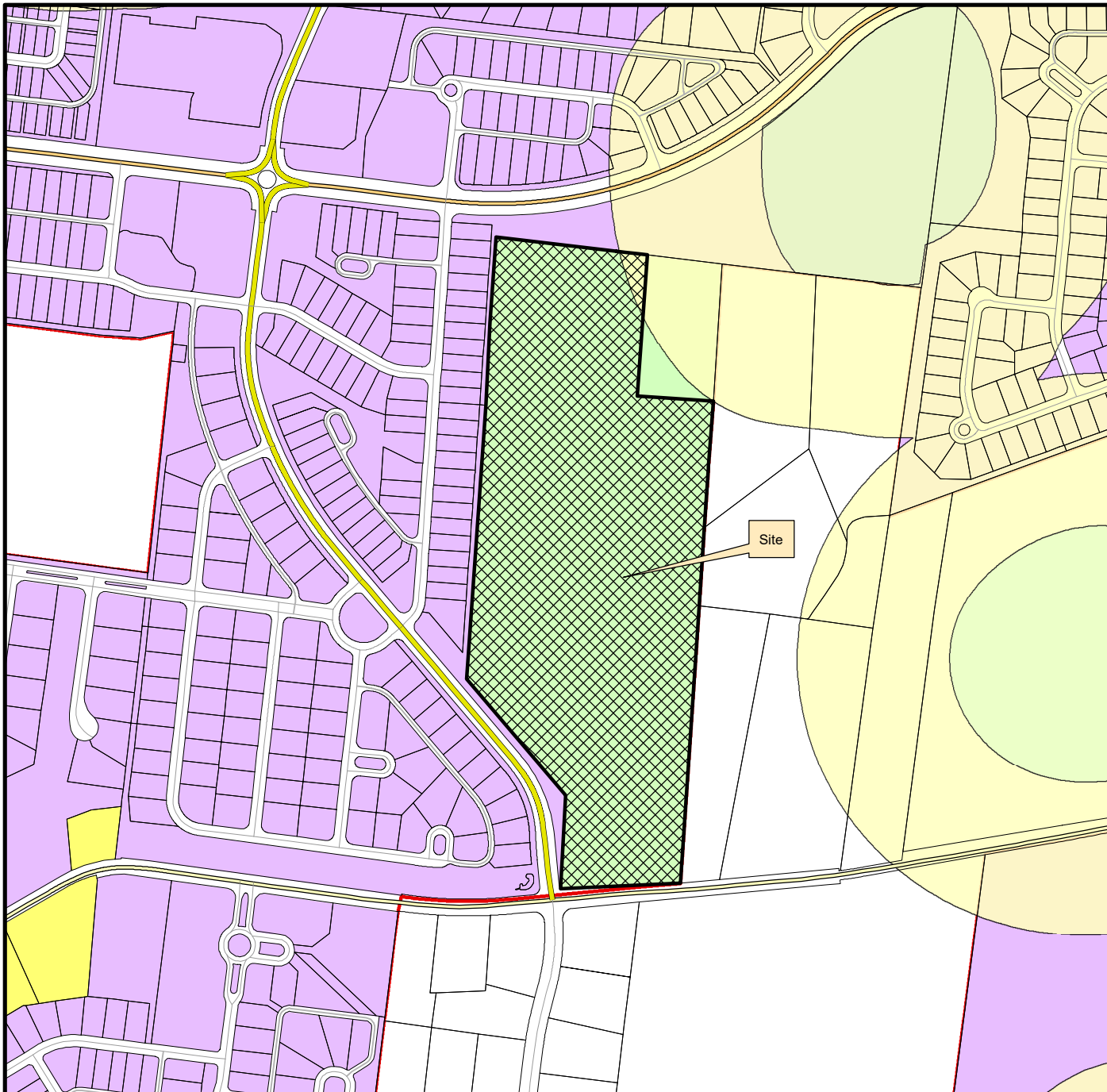
NOVARA PUD SUBDIVISION
ORD 2022-39
RES 2022-65

Project Information

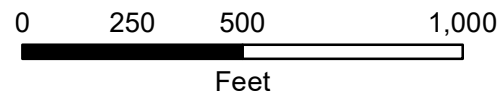
Existing Zoning: ER
 Proposed Zoning: PD 2.61
 Overlay Districts: 500' HHO BUFFER
 Site Acreage: 29.46 acres
 Proposed Number of Dwelling Units: 77
 Proposed Nonresidential Square Footage: 0

Legend

-  Novara PUD Subdivision
-  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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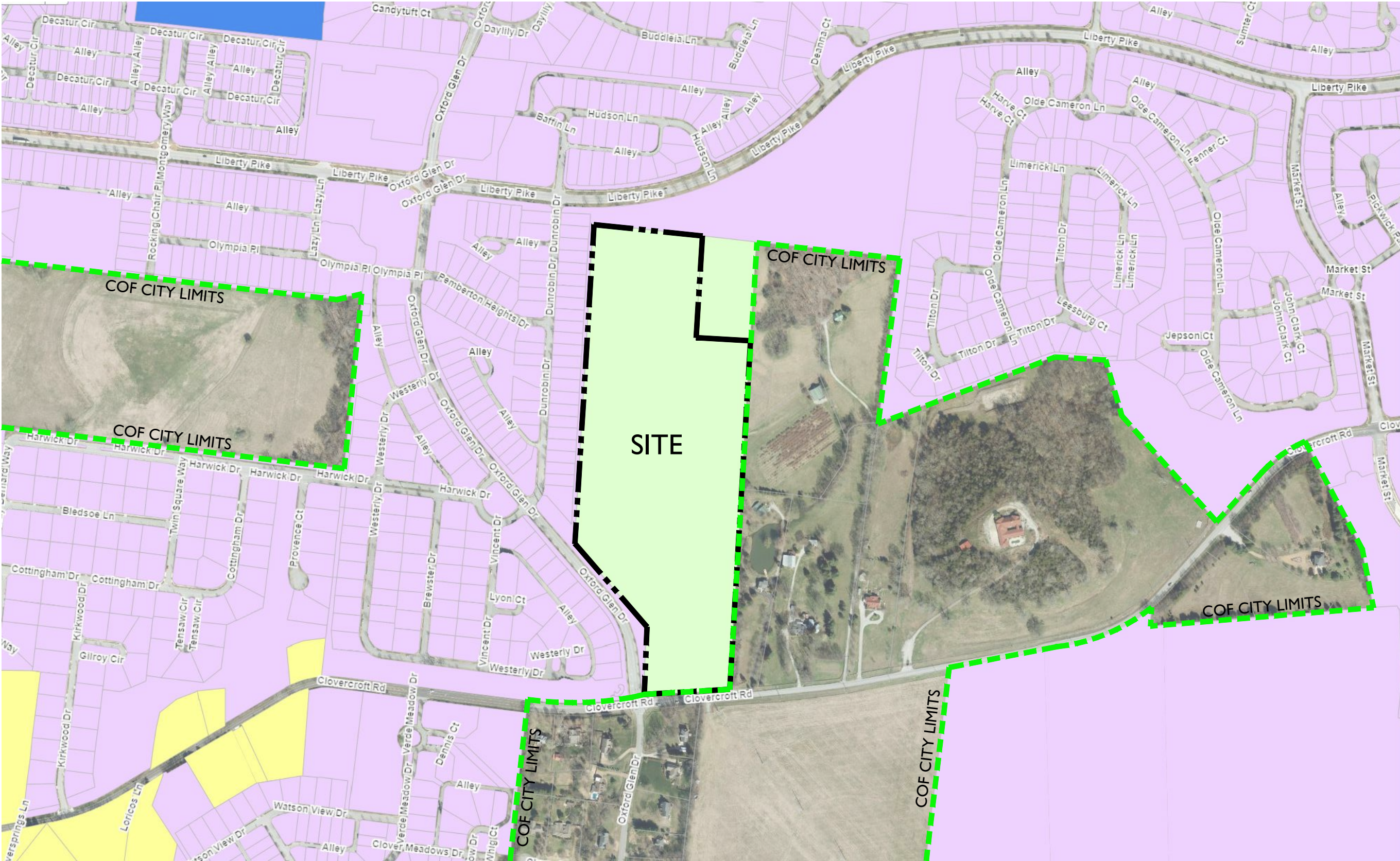
HISTORIC
FRANKLIN
 TENNESSEE

NOVARA PUD SUBDIVISION

REZONING

PD (2.6I)

Franklin, Williamson, Tennessee



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.

STATEMENT OF IMPACTS	
WATER FACILITIES WATER SERVICE WILL BE PROVIDED BY MILCROFTON. THE WATER MAINS ARE LOCATED ALONG THE SOUTH SIDE OF CLOVERCROFT ROAD AND THE WEST SIDE OF OXFORD GLEN. 77 UNITS X 350 GPD = 26,950 GPD	
SEWER FACILITIES SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. 77 SFUE X 350 GPD = 26,950 GPD	
REPURIFIED (REUSE) WATER FACILITIES NOT AVAILABLE TO THIS SITE.	
POLICE, FIRE, AND RECREATIONAL FACILITIES NEAREST POLICE STATION: 7.2 MI (FRANKLIN POLICE DEPARTMENT) NEAREST FIRE STATION: 2.8 MI (FIRE STATION 6) NEAREST RECREATIONAL FACILITY: 3.0 MI (LIBERTY PARK)	
PROJECTED STUDENT POPULATION 0.69 X 77 = 54 STUDENTS	
REFUSE STORAGE AND SANITATION COLLECTION FACILITIES REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY CITY OF FRANKLIN.	

VICINITY MAP

SHEET INDEX

C0.0	COVER SHEET
C1.0	OVERALL EXISTING CONDITIONS
C1.1	EXISTING CONDITIONS
C1.2	EXISTING CONDITIONS

SITE DATA CHART

PROJECT NAME:	NOVARA PUD SUBDIVISION, REZONING
PROJECT NUMBER:	7966
ADDRESS:	4080 CLOVERCROFT ROAD, FRANKLIN, TN
PARCEL(S):	MAP 080, PARCEL 00602
ACREAGE / SF OF SITE:	29.46 AC / 1,283,278 SF
VESTING (IF APPLICABLE):	XXXX
BASE ZONING:	ESTATE RESIDENTIAL (ER)
PROPOSED ZONING:	PLANNED DISTRICT (PD)
ZONING OVERLAY:	(2.61 DUA)
DESIGN CONCEPT:	500' HHO BUFFER MIXED RESIDENTIAL
BUILDING TYPES APPLIED:	SINGLE-FAMILY RESIDENTIAL
BUILDING HEIGHT:	2.5 STORIES
FRONTAGE TYPES APPLIED:	LANDSCAPE
LOT WIDTH (RESIDENTIAL):	65' LOTS 40' LOTS
LOT SIZE (RESIDENTIAL):	65' - 8,440 SF MIN. 40' - 4,800 SF MIN.

SETBACKS:	
40' LOTS -	
FRONT:	10'
SIDE:	5'
SIDE STREET:	10'
REAR:	22'
65' LOTS -	
FRONT:	15'
SIDE:	7.5'
SIDE STREET:	10'
REAR:	20'
DWELLING UNIT COUNT (BY TYPE):	
SINGLE -FAMILY:	77
65' LOTS:	38
40' LOTS:	39

MINIMUM LSA:	20% (5.89 AC)
OPEN SPACE REQUIRED:	5% (1.47 AC)
NATURAL AREA REQUIRED:	10% (2.95 AC)
TREE CANOPY RETENTION REQ:	1.85 AC
TREE CANOPY RETENTION PROV:	1.87 AC

PARKING REQUIRED (BY USE): 154 PARKING SPACES	
SINGLE-FAMILY	
77 - SINGLE-FAMILY (2 PER LOT) -	154
TOTAL REQUIRED -	154
PARKING PROVIDED:	256 SPACES

PARKLAND IMPACT FEES:
77 UNITS X \$4,304.00 = 331,408.00
FEES SHALL BE PAID AT FINAL PLAT

HISTORIC RESOURCE
TREATMENT (Y/N): NO



INITIAL SUBMITTAL: 09-12-2022
RESUBMITTAL: 11-03-2022
ONE STOP:
COF #: 7966



DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

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:
ENERGY LAND & INFRASTRUCTURE, LLC
CLAY WALLACE
1420 DONELSON PIKE, SUITE A-12
NASHVILLE, TN 37027
615-383-6300
CLAY.WALLACE@ELI-LLC.COM

OWNER:
DAVID AND TINA DEBOER
4080 CLOVERCROFT ROAD
FRANKLIN, TN 37067

DEVELOPER:
ARNOLD HOMES, LLC
RANDY ARNOLD
1612 WESTGATE CIRCLE, SUITE 222
BRENTWOOD, TN 37027
615-236-9133
RARNOLD@ARNOLDHOMESLLC.COM

PENDING APPROVAL BY BOMA, THIS DOCUMENT WAS REVIEWED UNDER AND IS

NOW VESTED IN THE FOLLOWING DEVELOPMENT STANDARDS:

ZONING ORDINANCE: JANUARY 1, 2022

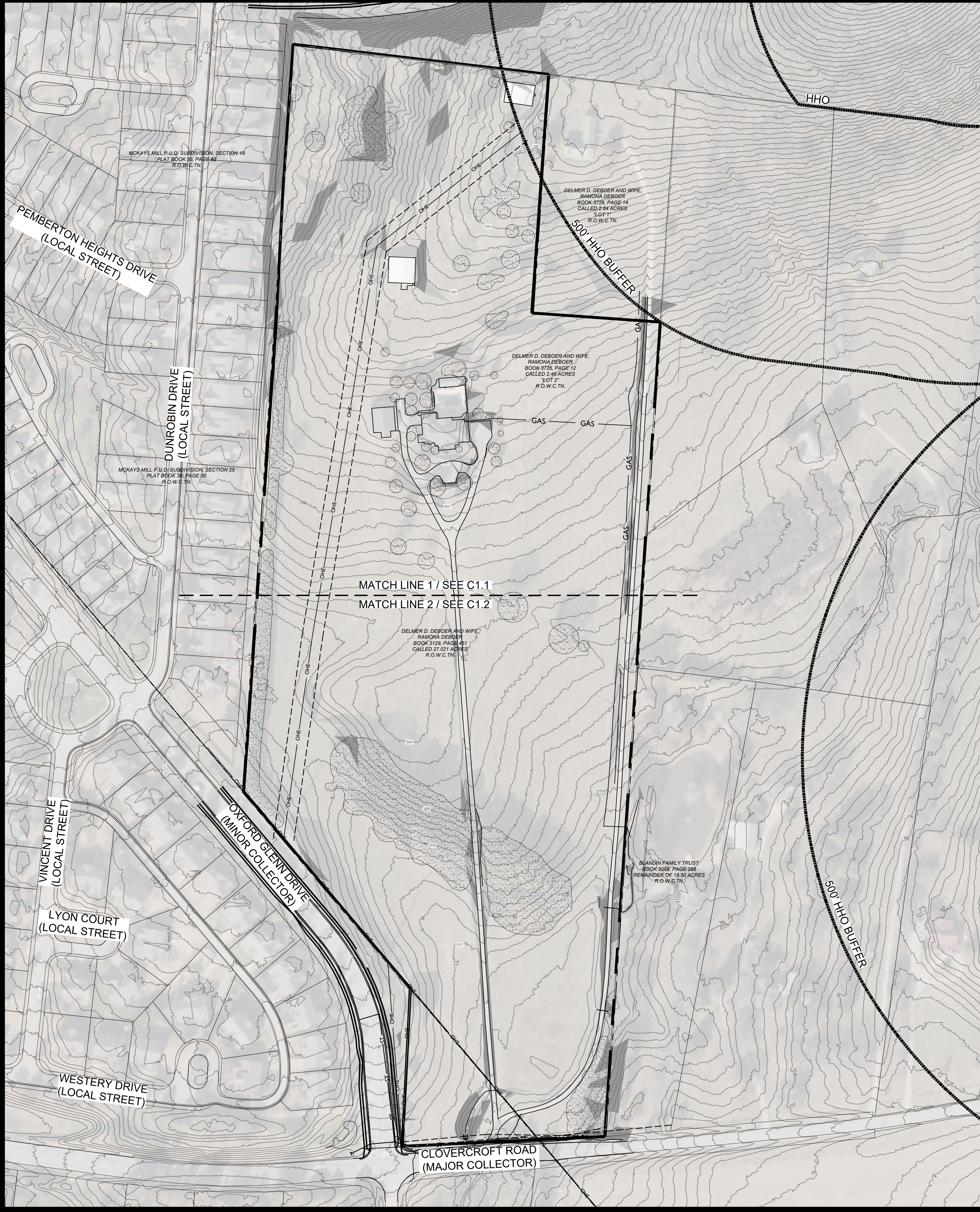
SUBDIVISION REGULATIONS: DECEMBER 12, 2019

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



LEGAL DESCRIPTION

DESCRIPTION FOR A 29.45 ACRES TRACT OF LAND, LYING IN THE 14TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE, AND BEING ALL OF A CALLED 27.021 ACRES TRACT OF LAND, IN THE NAME OF DAVID D. DEBOER AND WIFE, TINA K. DEBOER, AS RECORDED IN QUITCLAIM DEED BOOK 3129, PAGE 451, REGISTER'S OFFICE, WILLIAMSON COUNTY, TENNESSEE, (R.O.W.C.TN.), AND ALL OF A CALLED 2.46 ACRES TRACT OF LAND, IN THE NAME OF DAVID K. DEBOER AND WIFE, TINA K. DEBOER, AS RECORDED IN QUITCLAIM DEED BOOK 3726, PAGE 12, (R.O.W.C.TN.), SAID 29.45 ACRES TRACT BEING BOUNDED ON THE NORTH BY MCKAYS MILL P.U.D. SUBDIVISION, SECTION 19, ON THE EAST BY DELMER D. DEBOER, ET UX, GEORGIANNE MORAN, DAVID DEBOER, ET UX, AND BLANDIN FAMILY TRUST, ON THE SOUTH BY CLOVERCROFT ROAD, AND ON THE WEST BY MCKAYS MILL P.U.D. SUBDIVISION, SECTION 25, AND MCKAYS MILL P.U.D. SUBDIVISION, SECTION 19, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 1/2" IRON ROD CAPPED RBR FOUND AT THE SOUTHEAST CORNER OF SAID 27.021 ACRES TRACT OF LAND, AT THE SOUTHWEST CORNER OF A CALLED 19.50 ACRES TRACT OF LAND, IN THE NAME OF BLANDIN FAMILY TRUST, AS RECORDED IN CORRECTIVE WARRANTY DEED BOOK 2009, PAGE 157, (R.O.W.C.TN.), AND ON THE NORTH RIGHT-OF-WAY OF CLOVERCROFT ROAD LOCATED AT TENNESSEE STATE PLANE (NAD83) GRID COORDIANTE NORTHING: 577,562.44, EASTING: 1,734,618.05;

THENCE, ALONG THE NORTH RIGHT-OF-WAY OF CLOVERCROFT ROAD THE FOLLOWING FOUR (4) CALLS, SOUTH 84°47'39" WEST, A DISTANCE OF 112.47 FEET TO A 1/2" IRON ROD SET CAPPED ELI-LLC;

THENCE, SOUTH 87°54'46" WEST, A DISTANCE OF 91.95 FEET TO A 1/2" IRON ROD SET CAPPED ELI-LLC;

THENCE, SOUTH 84°47'39" WEST, A DISTANCE OF 173.28 FEET TO A 1/2" IRON ROD SET CAPPED ELI-LLC;

THENCE, WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 25 FEET, AN ARC LENGTH OF 23.86 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 67°51'18" WEST, 22.96 FEET TO A 1/2" IRON ROD FOUND CAPPED REGAN AT THE SOUTH CORNER OF "LOT 863", OF MCKAYS MILL P.U.D. SUBDIVISION, SECTION 25, AS RECORDED IN PLAT BOOK 38, PAGE 30, (R.O.W.C.TN.), ON THE NORTH RIGHT-OF-WAY OF CLOVERCROFT ROAD, AND ON THE EAST RIGHT-OF-WAY OF OXFORD GLEN DIRVE;

THENCE, ALONG THE EAST LINE OF SAID "LOT 863" THE FOLLOWING THREE (3) CALLS, NORTH 03°03'35" EAST, A DISTANCE OF 306.14 FEET TO A 1/2" IRON ROD FOUND CAPPED REGAN;

THENCE, NORTH 40°16'39" WEST, A DISTANCE OF 501.91 FEET TO A 1/2" IRON ROD FOUND CAPPED REGAN;

THENCE, NORTH 03°54'35" EAST, PASSING A 1/2" IRON ROD FOUND CAPPED REGAN AT THE NORTHEAST CORNER OF SAID "LOT 863", AT THE SOUTHEAST CORNER OF "LOT 858" OF MCKAYS MILL P.U.D. SUBDIVISION, SECTION 19, AS RECORDED IN PLAT BOOK 35, PAGE 62, (R.O.W.C.TN.), 899.65 FEET, IN ALL A DISTANCE OF 1,454.74 FEET TO A 1/2" IRON ROD FOUND CAPPED REGAN AT THE NORTHWEST CORNER OF SAID 27.021 ACRES TRACT, AND AT AN INTERIOR CORNER OF SAID "LOT 858";

THENCE, ALONG THE SOUTH LINE OF SAID "LOT 858", SOUTH 83°16'01" EAST, A DISTANCE OF 500.89 FEET TO A 1/2" IRON ROD SET CAPPED ELI-LLC, AT THE NORTHEAST CORNER OF SAID 2.46 ACRES TRACT, AT THE NORTHWEST CORNER OF A CALLED 2.64 ACRES TRACT OF LAND, IN THE NAME OF DELMER D. DEBOER AND WIFE, ROMONA DEBOER, AS RECORDED IN QUITCLAIM DEED BOOK 3726, PAGE 14, (R.O.W.C.TN.), AND ON THE SOUTH LINE OF SAID "LOT 858";

THENCE, ALONG THE WEST AND SOUTH LINE OF SAID 2.64 ACRES TRACT THE FOLLOWING TWO (2) CALLS, SOUTH 03°55'25" WEST, A DISTANCE OF 465.37 FEET TO THE SOUTHWEST CORNER OF SAID 2.64 ACRES TRACT, AND AT AN INTERIOR CORNER OF SAID 2.46 ACRES TRACT;

THENCE, SOUTH 86°04'35" EAST, A DISTANCE OF 249.04 FEET TO A 1/2" IRON ROD SET CAPPED ELI-LLC AT THE SOUTHEAST CORNER OF SAID 2.64 ACRES TRACT, AT AN EXTERIOR CORNER OF SAID 2.46 ACRES TRACT, AND ON THE WEST LINE OF A CALLED 5.35 ACRES TRACT OF LAND, IN THE NAME OF GEORGIANNE MORAN, ET AL, AS RECORDED IN QUITCLAIM DEED BOOK 7004, PAGE 262, (R.O.W.C.TN.);

THENCE, ALONG THE WEST LINE OF SAID 5.35 ACRES TRACT, SOUTH 03°53'44" WEST, A DISTANCE OF 420.85 FEET TO A 5/8" IRON ROD FOUND ON THE EAST LINE OF SAID 27.021 ACRES TRACT, AT THE SOUTH CORNER OF SAID 5.35 ACRES TRACT, AND AT THE NORTHWEST CORNER OF "LOT 2" OF SUBDIVISION FOR WILLIAM R. BLANDIN AND PATTI L. BLANDIN, TRUSTEES, AS RECORDED IN PLAT BOOK 34, PAGE 121, (R.O.W.C.TN.), IN THE NAME OF DAVID DEBOER AND WIFE, TINA DEBOER, AS RECORDED IN WARRANTY DEED 2746, PAGE 993, (R.O.W.C.TN.);

THENCE, ALONG THE WEST LINE OF SAID PLAT BOOK 34, PAGE 121, SOUTH 03°53'14" WEST, A DISTANCE OF 1,162.11 FEET TO THE POINT OF BEGINNING CONTAINING 1,282,801 SQUARE FEET OR 29.45 ACRES, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY ENERGY LAND AND INFRASTRUCURE, LLC, 1420 DONELSON PIKE, SUITE A-12, NASHVILLE, TN 37217 DATED SEPTEMBER 10, 2022.

KEY

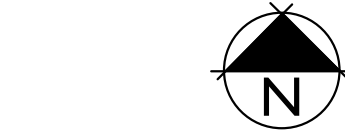
EXISTING CANOPY

SLOPES - 14 - 20%

SLOPES - 20% +

SITE DATA CHART

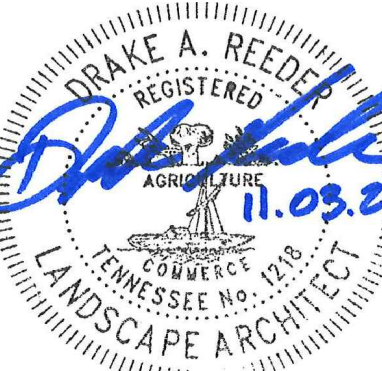
PROJECT NAME:	NOVARA PUD SUBDIVISION, REZONING
PROJECT NUMBER:	7966
ADDRESS:	4080 CLOVERCROFT ROAD, FRANKLIN, TN
PARCEL(S):	MAP 080, PARCEL 00602
ACREAGE / SF OF SITE:	29.46 AC / 1,283,278 SF
VESTING (IF APPLICABLE):	XXXX
BASE ZONING:	ESTATE RESIDENTIAL (ER)
PROPOSED ZONING:	PLANNED DISTRICT (PD)
ZONING OVERLAY:	(2.61 DUA)
DESIGN CONCEPT:	500' HHO BUFFER
	MIXED RESIDENTIAL
BUILDING TYPES APPLIED:	SINGLE-FAMILY RESIDENTIAL
BUILDING HEIGHT:	2.5 STORIES
FRONTAGE TYPES APPLIED:	LANDSCAPE
LOT WIDTH (RESIDENTIAL):	65' LOTS
	40' LOTS
LOT SIZE (RESIDENTIAL):	65' - 8,440 SF MIN.
	40' - 4,800 SF MIN.
SETBACKS:	
40' LOTS -	
FRONT:	10'
SIDE:	5'
SIDE STREET:	10'
REAR:	22'
65' LOTS -	
FRONT:	15'
SIDE:	7.5'
SIDE STREET:	10'
REAR:	20'
DWELLING UNIT COUNT (BY TYPE):	
SINGLE - FAMILY:	77
65' LOTS:	38
40' LOTS:	39
MINIMUM LSA:	20% (5.89 AC)
OPEN SPACE REQUIRED:	5% (1.47 AC)
NATURAL AREA REQUIRED:	10% (2.95 AC)
TREE CANOPY RETENTION REQ:	1.85 AC
TREE CANOPY RETENTION PROV:	1.87 AC
PARKING REQUIRED (BY USE): 154 PARKING SPACES	
SINGLE-FAMILY	
77 - SINGLE-FAMILY (2 PER LOT) -	154
TOTAL REQUIRED -	154
PARKING PROVIDED:	256 SPACES
PARKLAND IMPACT FEES:	
77 UNITS X \$4,304.00 = 331,408.00	
FEES SHALL BE PAID AT FINAL PLAT	
HISTORIC RESOURCE	
TREATMENT (Y/N):	NO



GAMBLE DESIGN
COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

NOVARA PUD SUBDIVISION
REZONING
Franklin, Williamson County, Tennessee

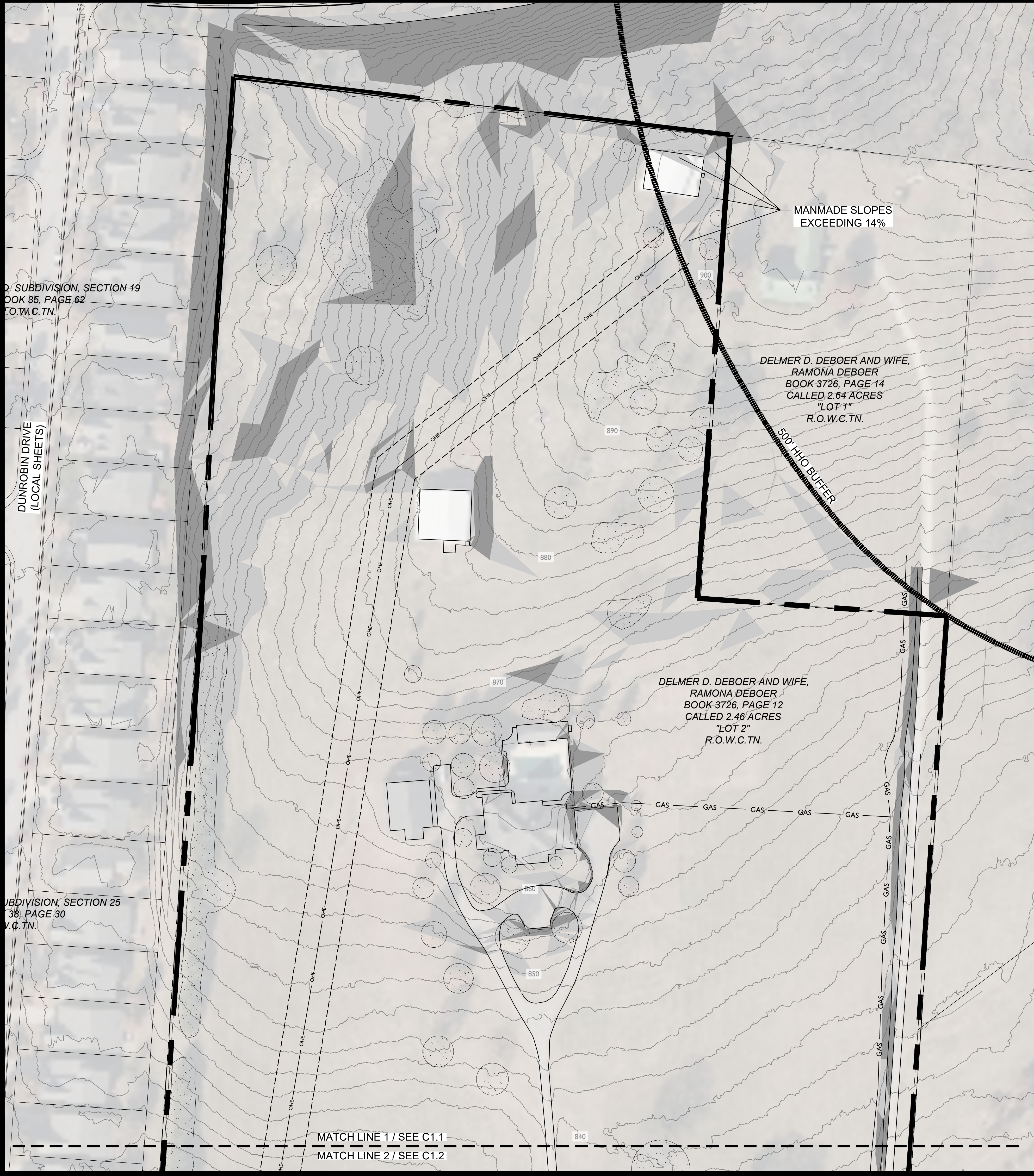


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OVERALL EXISTING
CONDITIONS
SHEET

C1.0

COF # 7966



D. SUBDIVISION, SECTION 19
BOOK 35, PAGE 62
R.O.W.C. TN.

DUNROBIN DRIVE
(LOCAL SHEETS)

UBDIVISION, SECTION 25
38, PAGE 30
V.C. TN.

MANMADE SLOPES
EXCEEDING 14%

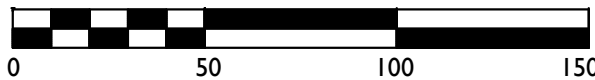
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500' HHO BUFFER

DELMER D. DEBOER AND WIFE,
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KEY

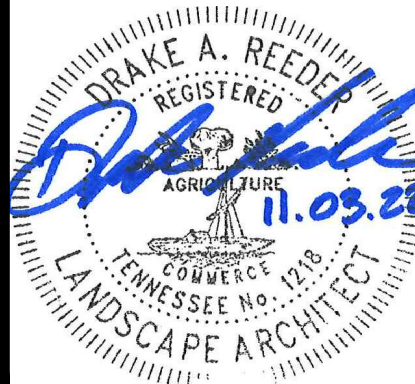
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- SLOPES - 14 - 20%
- SLOPES - 20% +



MATCH LINE 1 / SEE C1.1
MATCH LINE 2 / SEE C1.2

NOVARA PUD SUBDIVISION
REZONING

Franklin, Williamson County, Tennessee

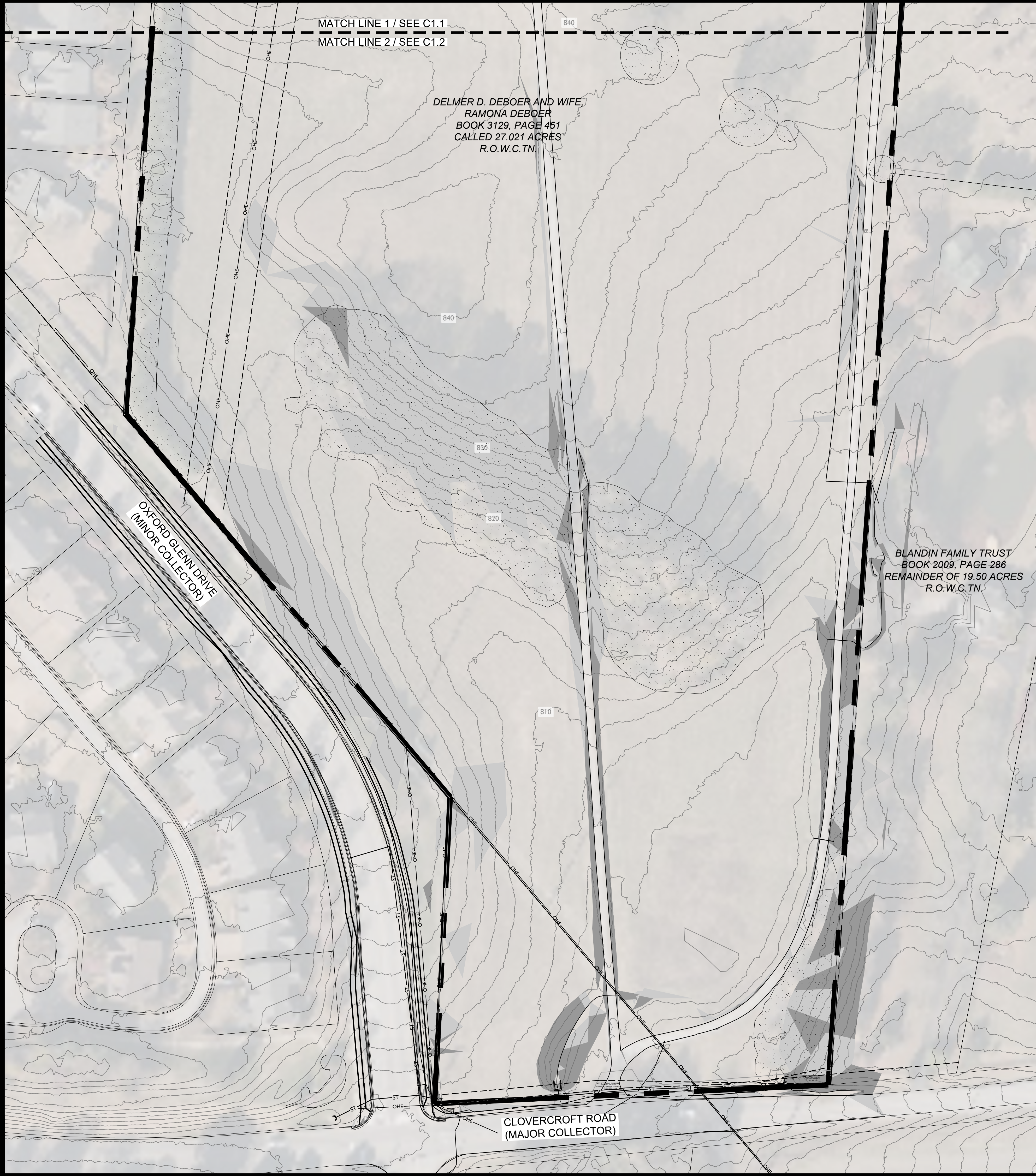


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EXISTING
CONDITIONS
SHEET

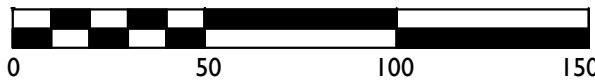
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COF # 7966



KEY

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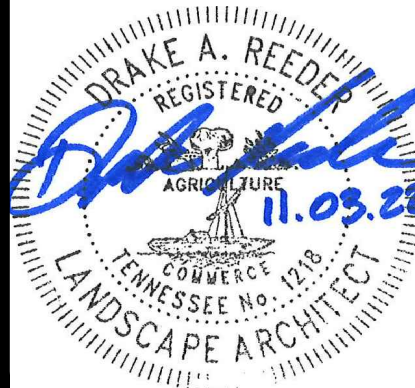


GAMBLE DESIGN
COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

**NOVARA PUD SUBDIVISION
REZONING**

Franklin, Williamson County, Tennessee



Revision Date

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△	_____

EXISTING
CONDITIONS
SHEET
C1.2
COF # 7966

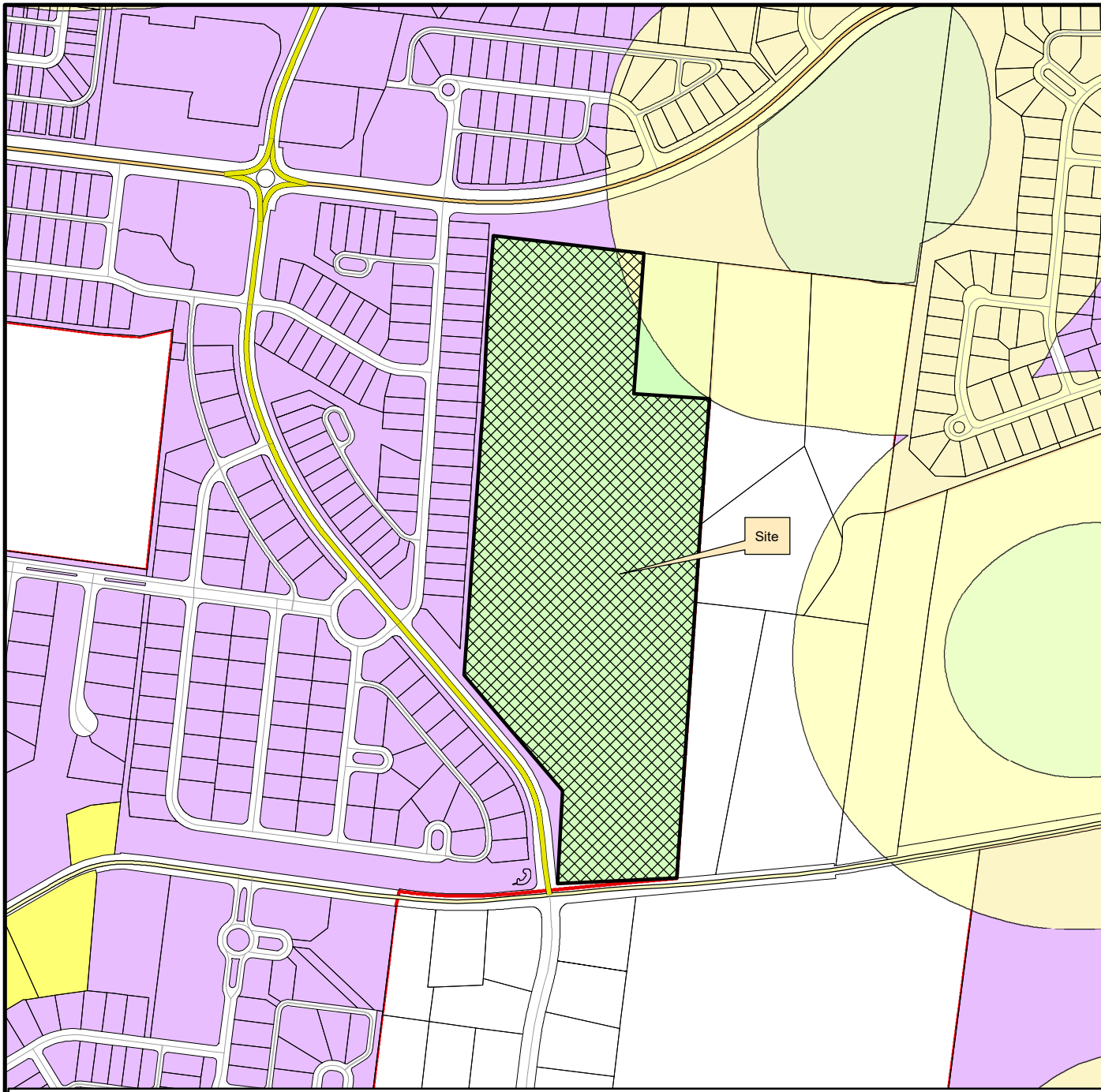
NOVARA PUD SUBDIVISION
ORD 2022-39
RES 2022-65

Project Information

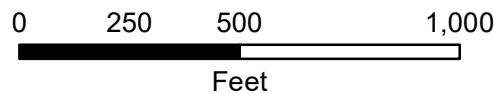
Existing Zoning: ER
 Proposed Zoning: PD 2.61
 Overlay Districts: 500' HHO BUFFER
 Site Acreage: 29.46 acres
 Proposed Number of Dwelling Units: 77
 Proposed Nonresidential Square Footage: 0

Legend

-  Novara PUD Subdivision
-  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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HISTORIC
FRANKLIN
 TENNESSEE

CONDITIONS OF APPROVAL:

Open Issues: 12 These issues are currently being filtered

Engineering - Checklist

General Issues

1. Streets

jimmy.wiseman@franklintn.gov At Site Plan stage, all roadway network improvements shall be designed in accordance with the TIA recommendations, and shall meet all minimum design requirements per AASHTO, MUTCD, and City of Franklin standards. Clovercroft improvements shall be designed to meet a 45 MPH design speed and Oxford Glen improvements shall meet a 40 MPH design speed, including but not limited to taper lengths and sight distance.

In addition to the westbound right turn lane on Clovercroft, the westbound left turn lane taper lengths shall comply with AASHTO, MUTCD, and City of Franklin standards.

Engineering - Development Plan Checklist

General Issues

9. F. Development Plan

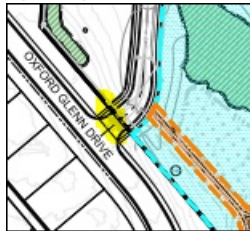
kevin.long@franklintn.gov ***This is an advisory comment and does not hinder the approval of this development plan.***

At the site plan stage, all roadway improvements shall be designed in accordance with the appropriate common standards as established by (A) the City of Franklin Transportation and Street Technical Standards, (B) the AASHTO Policy on Geometric Design of Highways and Streets, and (C) the Tennessee Department of Transportation Design Guidelines and Standard Details. Features such as taper lengths, horizontal and vertical geometry, clear zones, guardrail requirements, etc., shall be evaluated in greater detail at the site plan stage and will be required to conform to the accepted standard in order to ensure public safety and well-being, as well as the continued functionality of the existing and proposed street networks.

43. Access to Street Network

joe.marlo@franklintn.gov ***Comment shall remain open as a Condition of Approval, but does not hinder approval of the Development Plan.***

The entirety of Novara Drive, including its connection to Oxford Glen Drive, shall be public right-of-way. Public right-of-way shall be dedicated through the McKay's Mill open space lot for the street and sidewalk connection to Oxford Glen Drive.



52. Multi-Use Path

joe.marlo@franklintn.gov Applicant shall extend curb and gutter the full extents of the property line along Clovercroft Road and modify drainage design accordingly.

55. Sight Distance

joe.marlo@franklintn.gov *The following shall remain open as a Condition of Approval **but does not hinder approval of the Development Plan.***

Sight Distance Review at Site Plan:

Comprehensive review of intersection sight distance by City of Franklin Staff will occur at Site Plan. At Site Plan, the Applicant shall demonstrate that unobstructed lines of sight as prescribed by AASHTO "A Policy On Geometric Design of Highways and Streets" are provided at intersections both internal and external to the development. Buildings, parking, landscaping, and other visual obstructions shall be removed as necessary. Where roadway elements on the Development Plan cannot safely meet minimum intersection sight distance requirements, access restrictions on unsafe movements shall be provided or the intersecting roadway shall be modified to remove unsafe conditions at the expense of the developer.

71. Existing Conditions

joe.marlo@franklintn.gov *The following shall remain open as a Condition of Approval **but does not hinder approval of the Development Plan.***

Several existing utilities are not currently reflected on the existing condition plans, including those at the intersection of Oxford Glen Drive and Clovercroft Road.

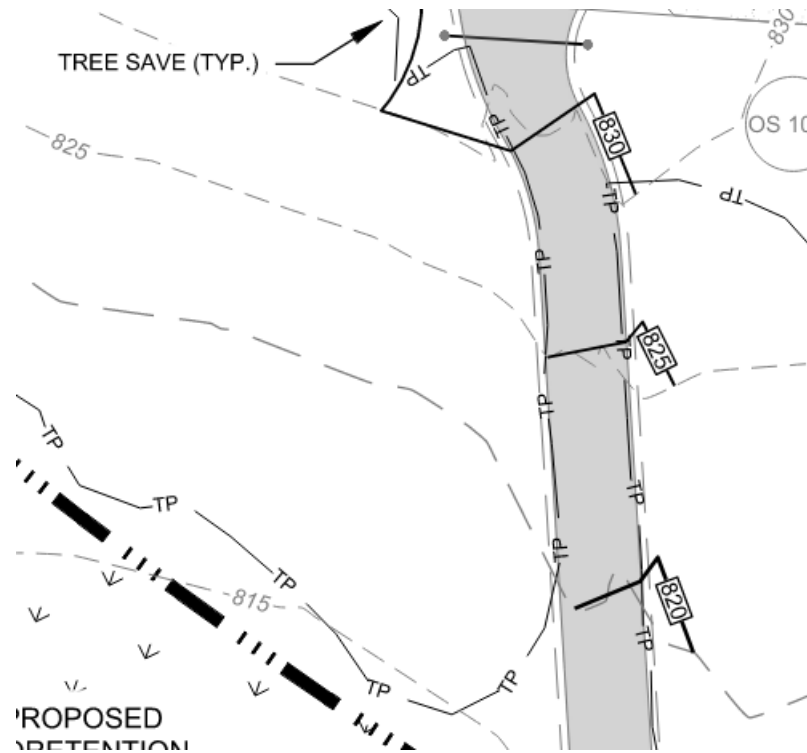
At the Site Plan stage, Applicant shall show the surveyed location of all existing utilities. Any utilities that would obstruct the typical, linear connection of the multi-use path in its final widened location along Clovercroft Road to the sidewalk on Oxford Glen Drive shall be relocated at the expense of the developer.



80. G. Grading Plan

lance.fittro@franklintn.gov The previous comment, "*Proposed site grading and installation of drainage swales appears to be in conflict with tree protection areas in multiple locations. Please correct and/or clarify intent*" has not been fully-addressed.

Applicant shall clarify intent for how tree preservation is intended to be applied in areas with as much as 10 ft of fill being proposed, and in general, shall indicate all tree preservation areas and tree protection fencing clear of proposed grading areas on the grading plan and tree preservation plan sheets:



[Edited By Lance Fittro]

83. Clovercroft Road

joe.marlo@franklin.tn.gov The following is a new comment due to new information shown (Sheet C4.2).

Applicant shall show and dimension all lanes in Clovercroft Road on the Enlarged ROW & Access Plan. All lanes in Clovercroft Road shall be 12-foot wide exclusive of gutter.

Parks

General Issues

59. Parkland Impact Fee

kevinl@franklin.tn.gov Correct, the parkland agreement has been sent to law with an expectation of return on 11-23-22.

Planning

General Issues

29. Public Notification

chelsea.randolph@franklin.tn.gov *Advisory Comment:* Applicant shall provide written notification to all residents within 500 feet of the proposed development sent by first class mail. Written notification to be sent at least 15 calendar days prior to the Planning Commission Meeting Agenda when the item will be heard; and provide staff with the Public Notice Affidavit, signed and notarized.

The letter provided at resubmittal is ready to be sent. Please provide the public notice affidavit as soon as possible after the public notice is sent by November 23, 2022 for FMPC.

34. Height

chelsea.randolph@franklin.tn.gov *Advisory Comment (will not keep the development plan from being approved):* While the elevations are conceptual in nature the proposed 40' lot elevations are showing three story homes that will not be approved when submitting for a permit.

69. Oxford Glen Drive - Access/ McKays Mill HOA

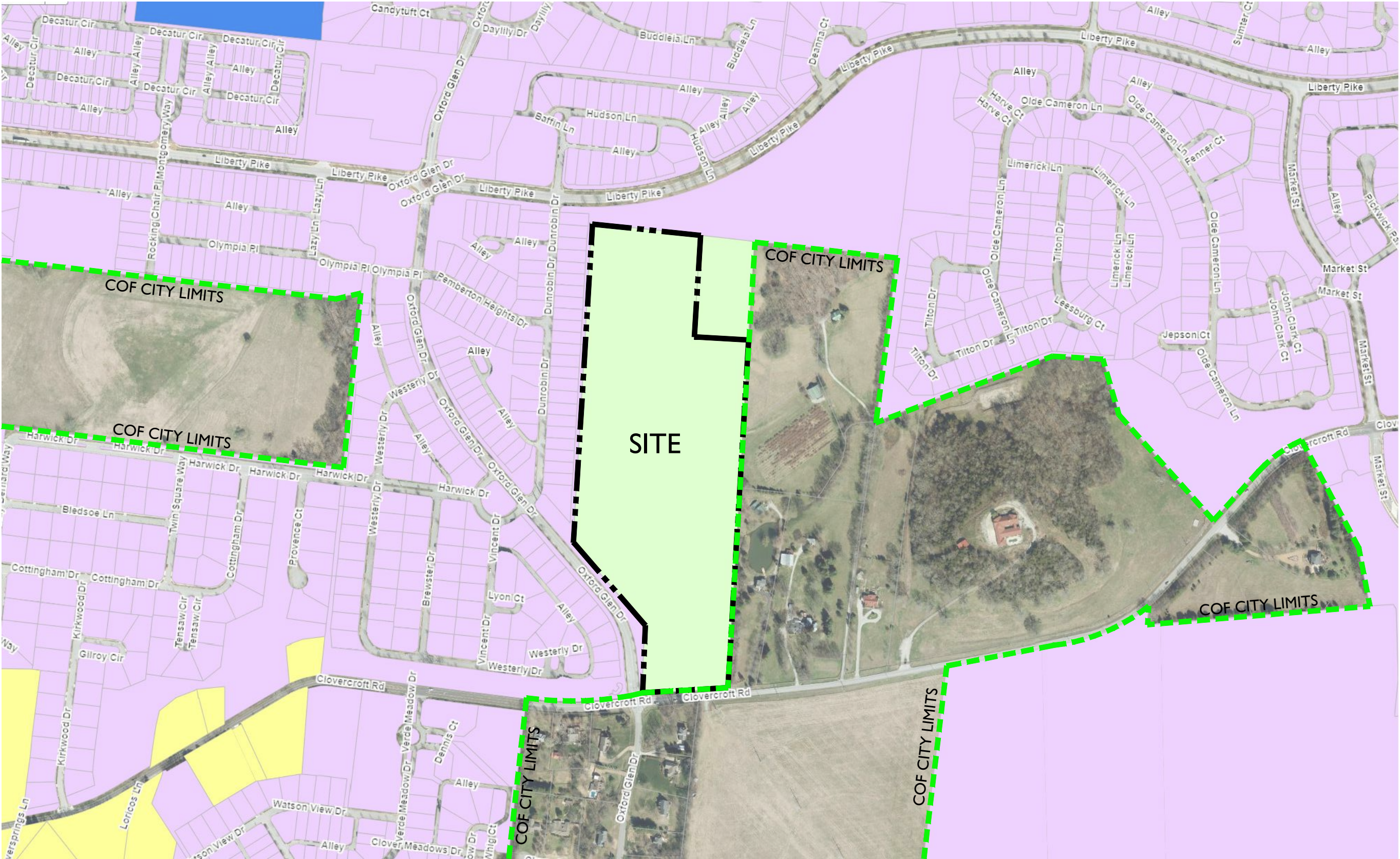
chelsea.randolph@franklin.tn.gov City of Franklin Law Department is reviewing documentation for the Oxford Glen Drive - Access from McKays Mill HOA to determine if what was provided satisfies ownership authority. IF law determines that the documentation does NOT satisfy ownership authority then package WILL be deemed incomplete and removed from the December FMPC agenda.

NOVARA PUD SUBDIVISION

DEVELOPMENT PLAN

PD (2.61)

Franklin, Williamson, Tennessee



NOT TO SCALE

VICINITY MAP

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:

ENERGY LAND & INFRASTRUCTURE, LLC
CLAY WALLACE
1420 DONELSON PIKE, SUITE A-12
NASHVILLE, TN 37027
615-383-6300
CLAY.WALLACE@ELI-LLC.COM

OWNER:

DAVID AND TINA DEBOER
4080 CLOVERCROFT ROAD
FRANKLIN, TN 37067

DEVELOPER:

ARNOLD HOMES, LLC
RANDY ARNOLD
1612 WESTGATE CIRCLE, SUITE 222
BRENTWOOD, TN 37027
615-236-9133
RARNOLD@ARNOLDHOMESLLC.COM

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.

STATEMENT OF IMPACTS

WATER FACILITIES

WATER SERVICE WILL BE PROVIDED BY MILCROFTON. THE WATER MAINS ARE LOCATED ALONG THE SOUTH SIDE OF CLOVERCROFT ROAD AND THE WEST SIDE OF OXFORD GLEN.
77 UNITS x 350 GPD = 26,950 GPD

SEWER FACILITIES

SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.
77 SFUE X 350 GPD = 26,950 GPD

REPURIFIED (REUSE) WATER FACILITIES

NOT AVAILABLE TO THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES

NEAREST POLICE STATION: 7.2 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 2.8 MI (FIRE STATION 6)
NEAREST RECREATIONAL FACILITY: 3.0 MI (LIBERTY PARK)

PROJECTED STUDENT POPULATION

0.69 x 77 = 54 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES

REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY CITY OF FRANKLIN.

SHEET INDEX

C0.0	COVER SHEET
C1.0	OVERALL EXISTING CONDITIONS
C1.1	EXISTING CONDITIONS
C1.2	EXISTING CONDITIONS
C2.0	OVERALL DEVELOPMENT PLAN
C2.1	DEVELOPMENT PLAN
C2.2	DEVELOPMENT PLAN
C3.0	OVERALL GRADING AND DRAINAGE PLAN
C3.1	ENLARGED GRADING AND DRAINAGE PLAN
C3.2	ENLARGED GRADING AND DRAINAGE PLAN
C4.0	OVERALL ROW AND ACCESS PLAN
C4.1	ENLARGED ROW AND ACCESS PLAN
C4.2	ENLARGED ROW AND ACCESS PLAN
C4.3	ROW & ACCESS PLAN
C4.4	VEHICLE TRACKING PLAN
C4.5	VEHICLE TRACKING PLAN
C5.0	OVERALL UTILITY PLAN
C5.1	ENLARGED UTILITY PLAN
C5.2	ENLARGED UTILITY PLAN
C5.3	ENLARGED UTILITY PLAN
C5.4	ENLARGED UTILITY PLAN
C6.0	OVERALL PHASING PLAN
C6.1	PHASING PLAN
C6.2	PHASING PLAN
L1.0	OVERALL TREE PRESERVATION
L1.1	TREE PRESERVATION
L1.2	TREE PRESERVATION
A1.0	TYPICAL ARCHITECTURE

SITE DATA CHART

PROJECT NAME: NOVARA PUD SUBDIVISION, DEVELOPMENT PLAN
PROJECT NUMBER: 7967
ADDRESS: 4080 CLOVERCROFT ROAD, FRANKLIN, TN
PARCEL(S): MAP 080, PARCEL 00602
ACREAGE / SF OF SITE: 29.46 AC / 1,283,278 SF
VESTING (IF APPLICABLE): XXXX

BASE ZONING: ESTATE RESIDENTIAL (ER)
PROPOSED ZONING: PLANNED DISTRICT (PD)
(2.61 DUA)
ZONING OVERLAY: 500' HHO BUFFER
DESIGN CONCEPT: MIXED RESIDENTIAL

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40' LOTS

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65' - 8,440 SF MIN.
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SIDE STREET: 10'
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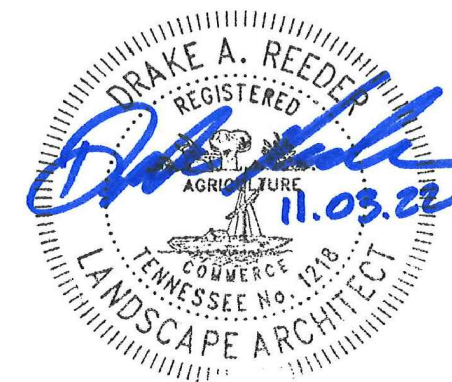
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FEES SHALL BE PAID AT FINAL PLAN

HISTORIC RESOURCE
TREATMENT (Y/N): NO



PRE-APP SUBMITTAL: 08-29-2022
INITIAL SUBMITTAL: 09-12-2022
RESUBMITTAL: 11-03-2022
ONE STOP:
COF #:7967



DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

PENDING APPROVAL BY BOMA, THIS DOCUMENT WAS REVIEWED UNDER AND IS

NOW VESTED IN THE FOLLOWING DEVELOPMENT STANDARDS:

ZONING ORDINANCE: JANUARY 1, 2022

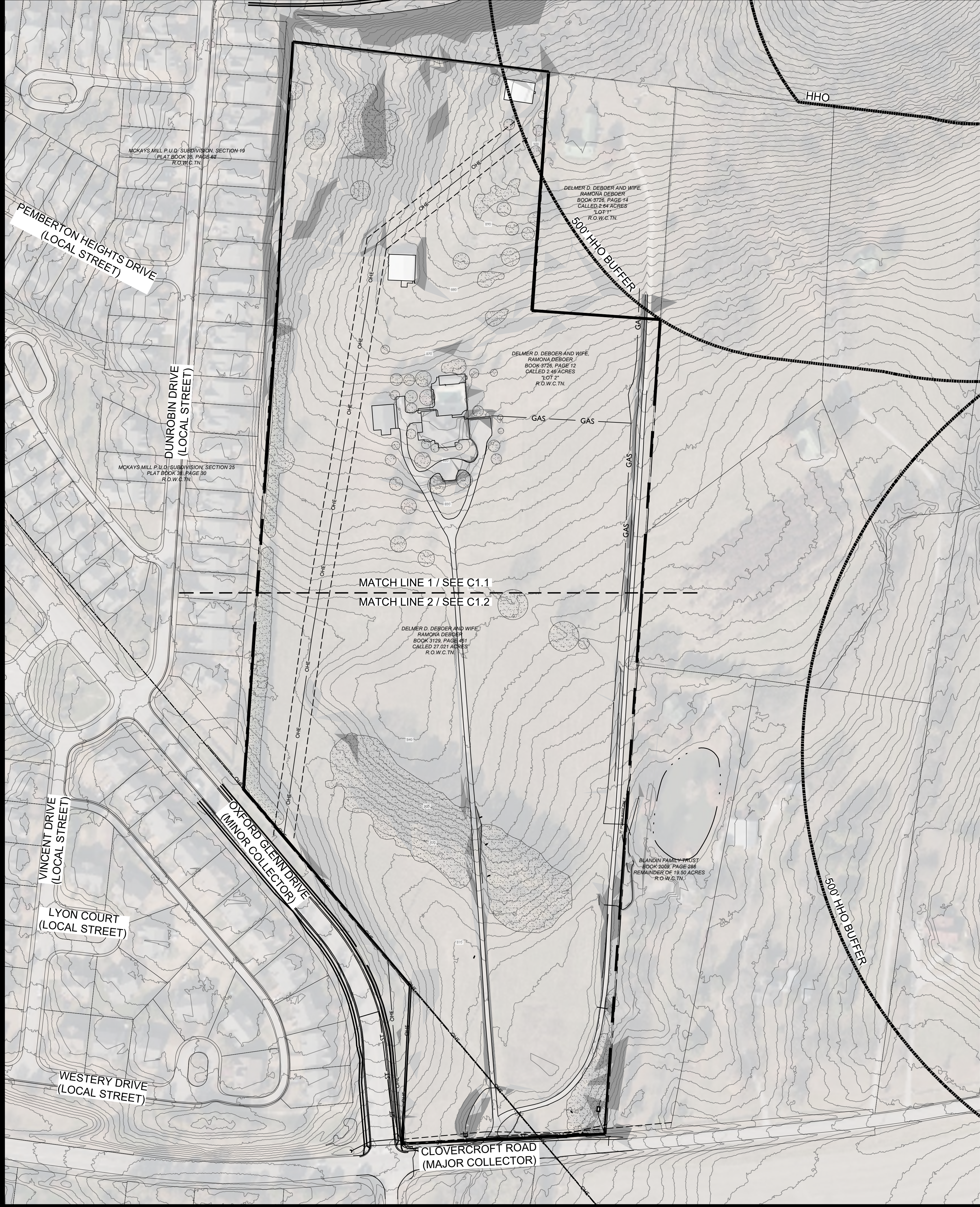
SUBDIVISION REGULATIONS: DECEMBER 12, 2019

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



KEY

EXISTING CANOPY

SLOPES - 14 - 20%

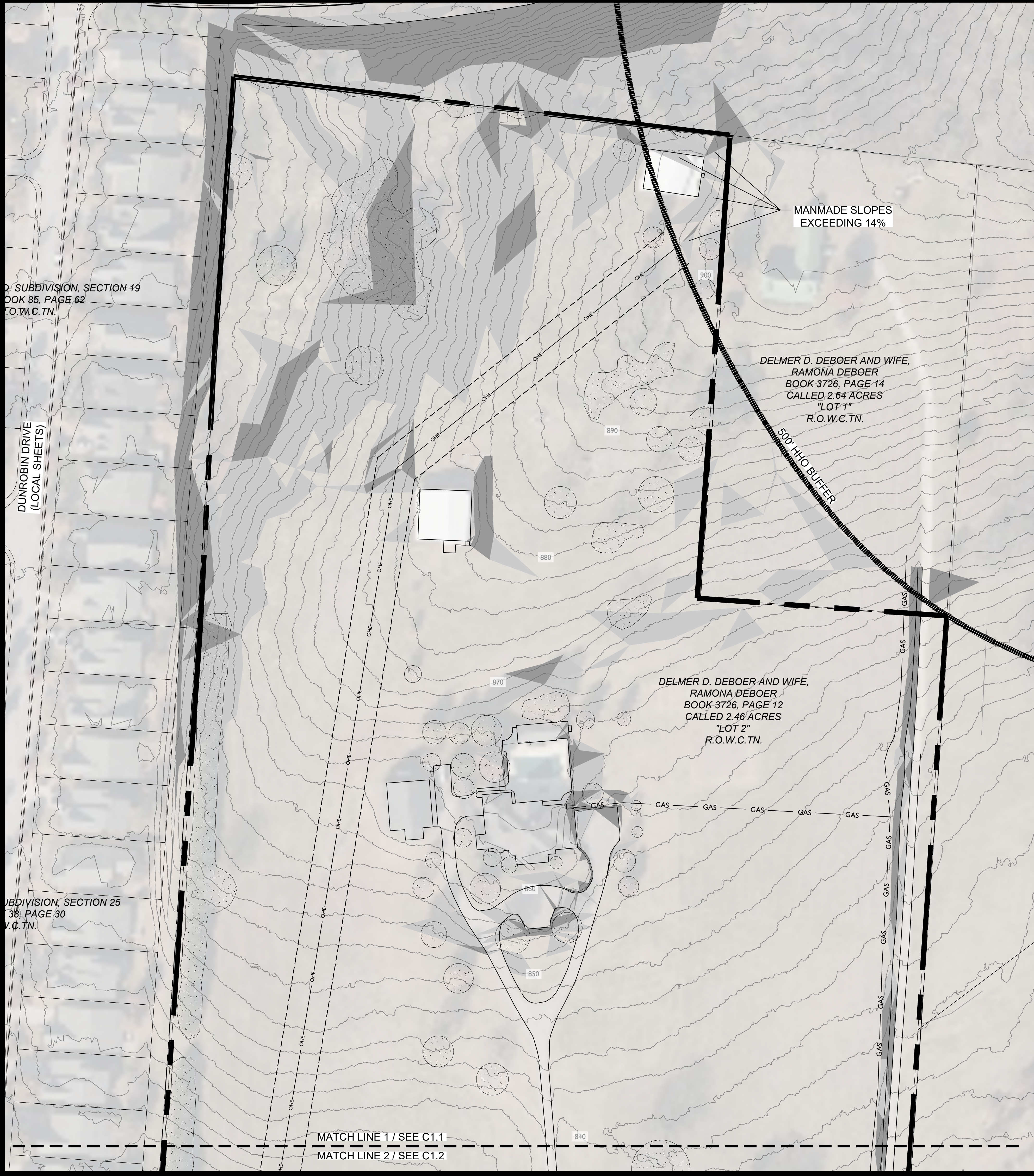
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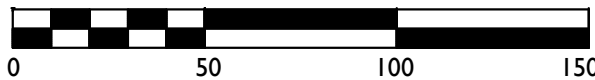
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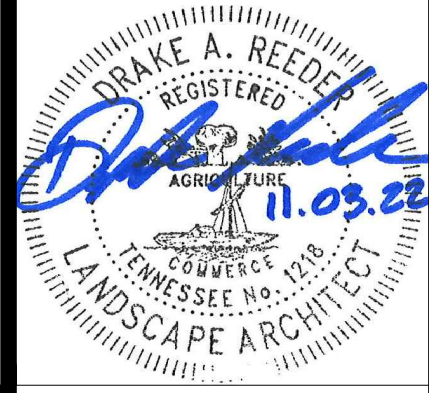
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- SLOPES - 20% +



MATCH LINE 1 / SEE C1.1
MATCH LINE 2 / SEE C1.2

NOVARA PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee



Revision	Date
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**NOVARA PUD SUBDIVISION
DEVELOPMENT PLAN**
Franklin, Williamson County, Tennessee



Revision Date _____

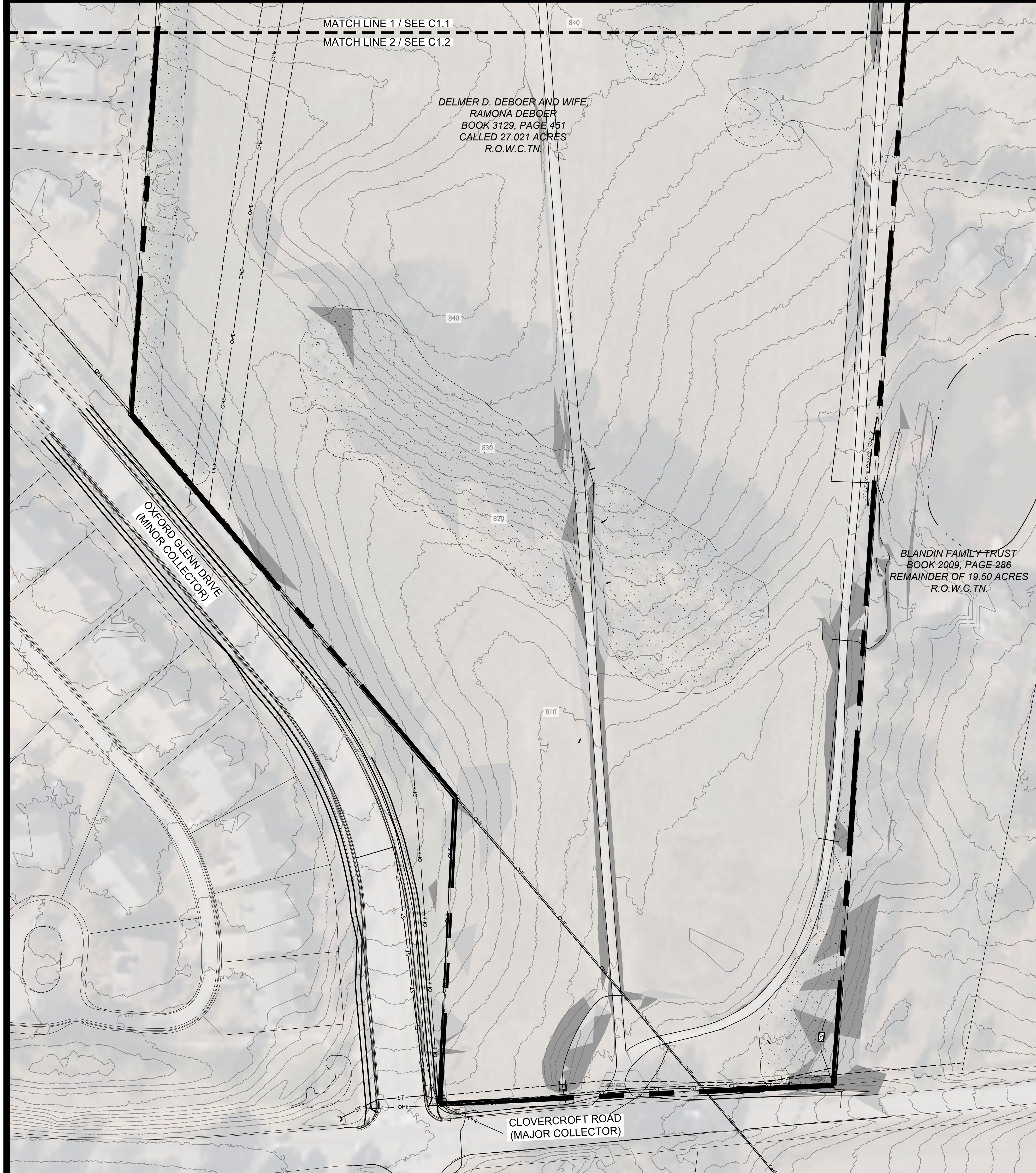
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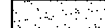
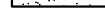
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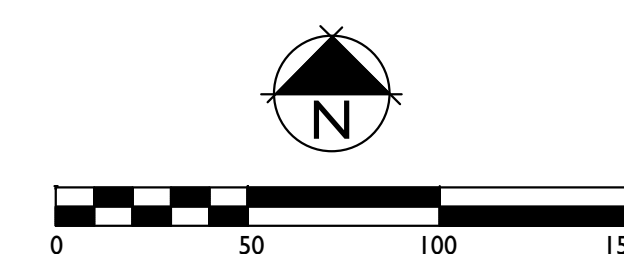
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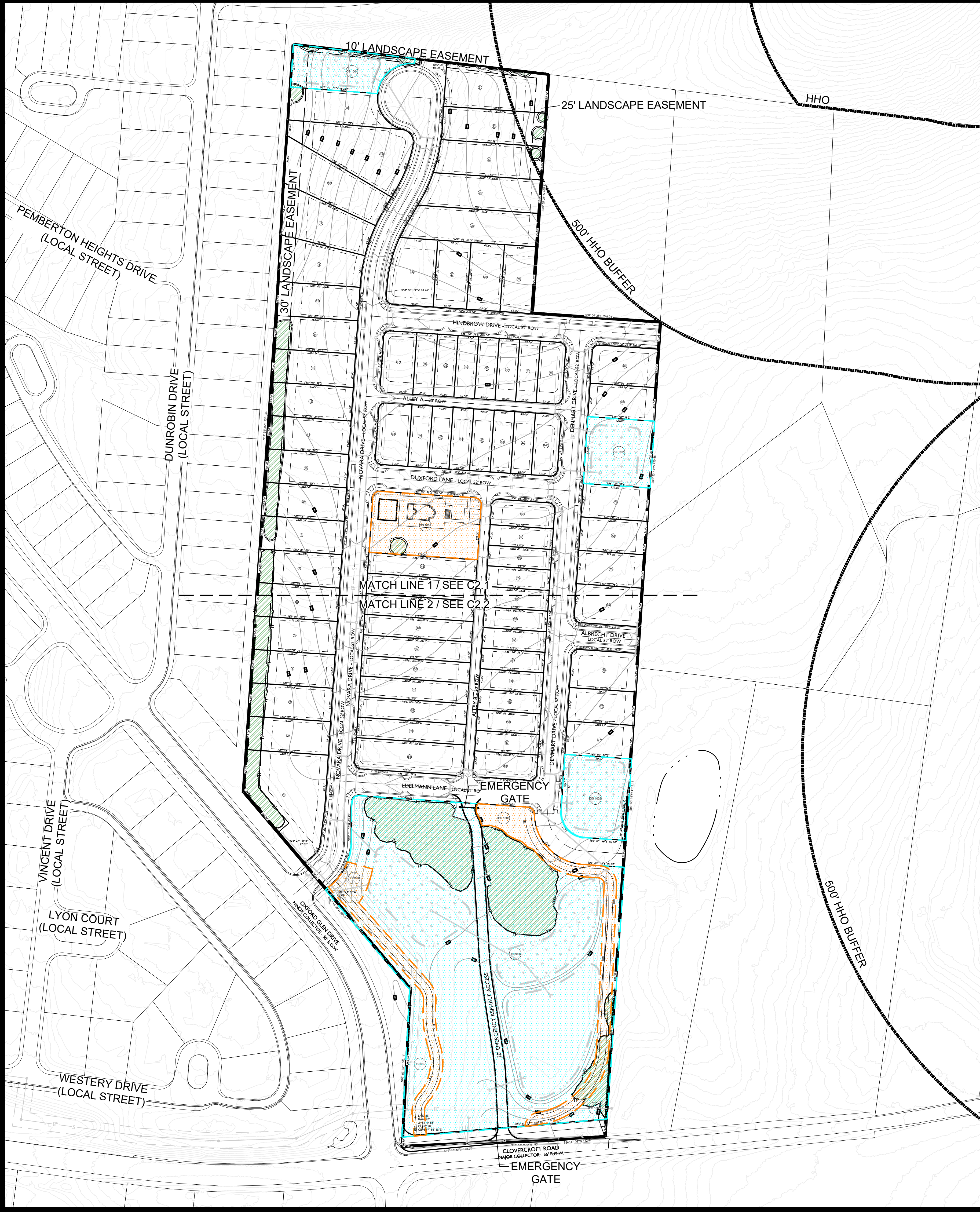
EXISTING
CONDITIONS
SHEET
C1.2
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ADDRESS:	4080 CLOVERCROFT ROAD, FRANKLIN, TN
PARCEL(S):	MAP 080, PARCEL 00602
ACREAGE / SF OF SITE:	29.46 AC / 1,283,278 SF
VESTING (IF APPLICABLE):	XXXX
BASE ZONING:	ESTATE RESIDENTIAL (ER)
PROPOSED ZONING:	PLANNED DISTRICT (PD)
ZONING OVERLAY:	(2.61 DUA)
DESIGN CONCEPT:	500' HHO BUFFER
	MIXED RESIDENTIAL
BUILDING TYPES APPLIED:	SINGLE-FAMILY RESIDENTIAL
BUILDING HEIGHT:	2.5 STORIES
FRONTAGE TYPES APPLIED:	LANDSCAPE
LOT WIDTH (RESIDENTIAL):	65' LOTS
	40' LOTS
LOT SIZE (RESIDENTIAL):	65' - 8,440 SF MIN.
	40' - 4,800 SF MIN.
SETBACKS:	
40' LOTS -	
FRONT:	10'
SIDE:	5'
SIDE STREET:	10'
REAR:	22'
65' LOTS -	
FRONT:	15'
SIDE:	5'
SIDE STREET:	10'
REAR:	20'
DWELLING UNIT COUNT (BY TYPE):	
SINGLE -FAMILY:	77
65' LOTS:	38
40' LOTS:	39
MINIMUM LSA:	20% (5.89 AC)
OPEN SPACE REQUIRED:	5% (1.47 AC)
NATURAL AREA REQUIRED:	10% (2.95 AC)
TREE CANOPY RETENTION REQ:	1.84 AC
TREE CANOPY RETENTION PROV:	1.87 AC
PARKING REQUIRED (BY USE): 154 PARKING SPACES	
SINGLE-FAMILY	
77 - SINGLE-FAMILY (2 PER LOT) -	154
TOTAL REQUIRED -	154
PARKING PROVIDED:	256 SPACES
PARKLAND IMPACT FEES:	
77 UNITS X \$4,304.00 = 331,408.00	
FEES SHALL BE PAID AT FINAL PLAT	
HISTORIC RESOURCE	
TREATMENT (Y/N):	NO

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY MILCROFTON. THE WATER MAINS ARE LOCATED ALONG THE SOUTH SIDE OF CLOVERCROFT ROAD AND THE WEST SIDE OF OXFORD GLEN.
77 UNITS x 350 GPD = 26,950 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.
77 SFUE X 350 GPD = 26,950 GPD

REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE TO THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 7.2 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 2.8 MI (FIRE STATION 6)
NEAREST RECREATIONAL FACILITY: 3.0 MI (LIBERTY PARK)

PROJECTED STUDENT POPULATION
0.69 x 77 = 54 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY CITY OF FRANKLIN.

TREE CANOPY RETENTION

OVERALL SITE AREA = 1,283,278 SF (29.46 AC)

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY:	149,460 SF; 3.43 AC (11.6 % OF SITE)
REQUIRED CANOPY PRESERVATION:	54% (80,708 SF; 1.85 AC)
PROVIDED CANOPY PRESERVATION:	80,724 SF; 1.85 AC (54% OF EXISTING)

OPEN SPACE REQUIREMENT

MINIMUM OPEN SPACE REQUIREMENT: 5%
REQUIRED: 64,033 SF (1.47 AC)
PROVIDED: 65,385 SF (1.50 AC) (5.1%)

MINIMUM NATURAL AREA REQUIREMENT: 10%
REQUIRED: 128,502 SF (2.95 AC)
PROVIDED: 286,557 SF (6.58 AC) (22.3%)

LOT	TYPE	AREA (SF)
1000	NATURAL AREA	214,218
1001	NEIGHBORHOOD AMENITY	25,102
1002	NATURAL AREA	20,108
1003	NATURAL AREA	16,896
1004	NATURAL AREA	15,171
1005	GREENWAY	23,527
1006	GREENWAY	16,756
1007	NATURAL AREA	12,067
1008	NATURAL AREA	8,997

KEY

- PRESERVED CANOPY
- OPEN SPACE
- NATURAL AREA
- TREE PRESERVATION FENCE



DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

NOVARA PUD SUBDIVISION
DEVELOPMENT PLAN

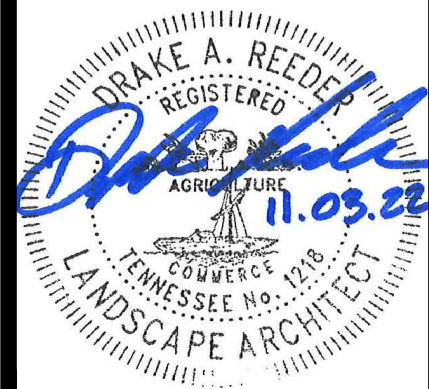
Franklin, Williamson County, Tennessee



Revision Date
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OVERALL
DEVELOPMENT
PLAN
SHEET
C2.0
COF # 7967

NOVARA PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee



Revision Date
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KEY

- PRESERVED CANOPY
- OPEN SPACE
- NATURAL AREA
- TREE PRESERVATION FENCE



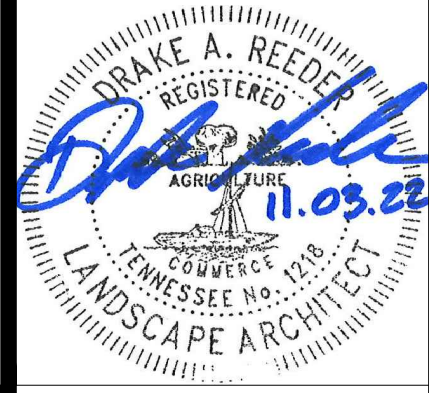


KEY

- PRESERVED CANOPY
- OPEN SPACE
- NATURAL AREA
- TREE PRESERVATION FENCE

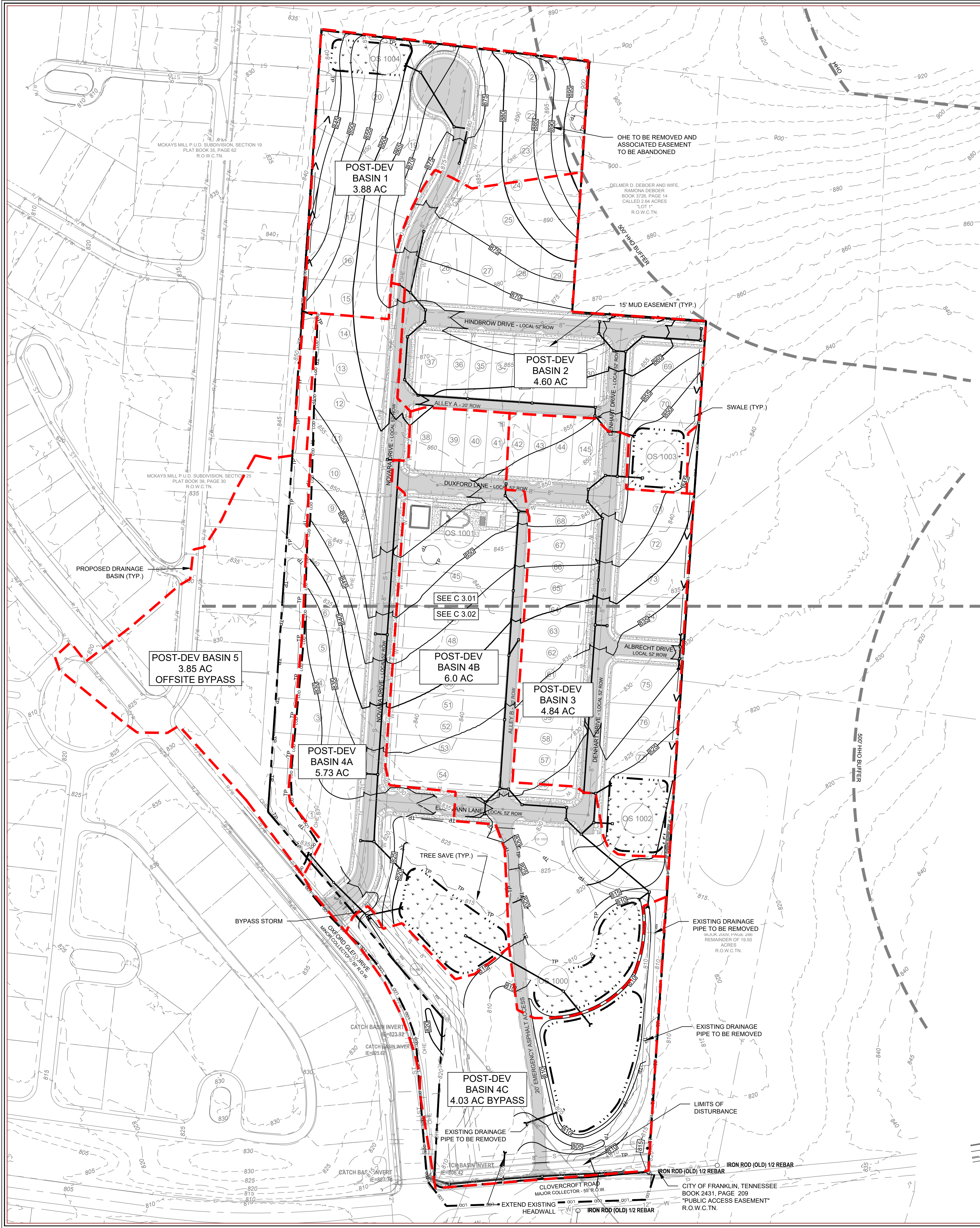


NOVARA PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee



Revision	Date
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Plotted: Thursday, November 03, 2022 - 4:42 pm
By: modelinej



GENERAL INFORMATION RELATED TO THE STORMWATER POLLUTION PREVENTION PLAN

SITE AREA: 29.45 AC ±
TOTAL DISTURBED AREA: 29.46 AC ±
ADD IMPERVIOUS AREA: 360,851.71 SF ±

GRADING & DRAINAGE GENERAL NOTES:

1. GRADING PERMIT IS REQUIRED FOR ANY PROJECT DISTURBING MORE THAN 10,000 SF, ADDING MORE THAN 5,000 SF OF IMPERVIOUS SURFACE OR FOR ANY SITE GRADING REQUIRING STOCKPILING OF MATERIAL.
2. THE DEVELOPER SHALL PROVIDE THE NECESSARY LABOR AND SUPERVISION REQUIRED TO SUPPORT FIELD TESTING BY THE INDEPENDENT TESTING FIRM AND INSPECTIONS BY CITY OFFICIALS AT NO COST TO THE CITY. TEST REPORTS OF FIELD TESTING IF APPLICABLE SHALL BE SUBMITTED DIRECTLY TO THE STREET DEPARTMENT. DEFECTS DISCLOSED BY TESTS SHALL BE RECTIFIED.
3. AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR THE RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
4. DRAINAGE FACILITIES INCLUDING, BUT NOT LIMITED TO, CULVERTS, DETENTION BASINS AND DITCHES, AS WELL AS THE ROADWAY SUB-GRADE, BASE STONE AND BINDER & SURFACE COARSE SHALL BE INSPECTED, TESTED AND GIVEN APPROVAL AT EACH STAGE INSTALLATION PRIOR TO PROCEEDING TO THE NEXT STAGE OF CONSTRUCTION. FINAL CONSTRUCTION INSPECTION FOR APPROVAL AND ACCEPTANCE OF STREETS AND DRAINAGE SYSTEMS WILL NOT BE GRANTED UNTIL ALL WORK HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS.
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STATEMENT OF IMPACT:

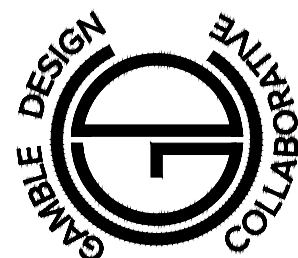
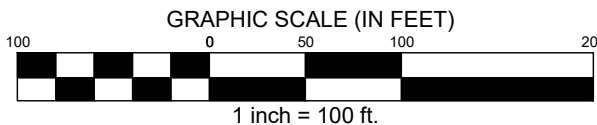
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POST-TREATMENT STORMWATER NARRATIVE:

STORMWATER WILL BE TREATED BY A COMBINATION OF BIORETENTION PONDS AND DRY DETENTION PONDS. INLINE DRAINAGE BYPASS STRUCTURES WILL BE UTILIZED IN POST-DEV BASINS 2 AND 3 TO DIRECT ONLY THE WATER QUALITY VOLUME/FLOW TO THE BIORETENTION PONDS AND DIVERT FLOWS IN EXCESS OF THE WATER QUALITY TO THE PROPOSED DETENTION POND.

LEGEND

OVER HEAD UTILITIES	—○—	UTILITY POLE	○
EASEMENT	---	UTILITY POLE WITH LIGHT	○*
PROPERTY LINE	---	LAMP POST	○*
UNDER GROUND TELEPHONE	---	GUY WIRE	○*
WATER LINE	—W—	FIRE HYDRANT	○*
SANITARY SEWER LINE	—SA—	WATER VALVE	○*
TREE LINE	—T—	WATER METER	○*
FENCE LINE	—X—	STORM INLET	○*
DIRECTIONAL FLOW ARROW	→	SANITARY MANHOLE	○*
EXISTING DITCH LINE	---	EXISTING IRON ROD	○*
PROPOSED STORM LINE	—S—		
PROPOSED CATCH BASIN	□		
PROPOSED SANITARY SEWER	—S—		
PROPOSED FORCEMAIN	—FM—		



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NOVARA
PUD SUBDIVISION,
DEVELOPMENT PLAN
MAP 80, PARCEL 00602
CITY OF FRANKLIN, TENNESSEE

Rev.	Date	Development Plan Revisions
1	11-03-2022	

Issue Date: 09-12-22
ELI Project No: 22-11-1109
Drafted By: RDP
Checked By: LCW

Sheet Title:
OVERALL
GRADING &
DRAINAGE
PLAN

Sheet No.
C 3.0

Filename: W:\22-11-1109 4080 Cloverleaf\3.0\AN\Production\Development Plan\080 Clover Dev Grading.dwg
Plotted: Thursday, November 03, 2022 4:42 pm
By: modelyinej



GENERAL INFORMATION RELATED TO THE STORMWATER POLLUTION PREVENTION PLAN	
SITE AREA:	29.45 AC ±
TOTAL DISTURBED AREA:	29.46 AC±
ADD IMPERVIOUS AREA:	360,851.71 SF±

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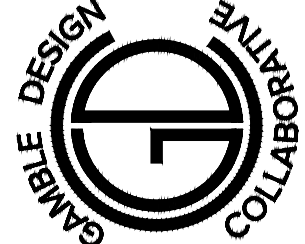
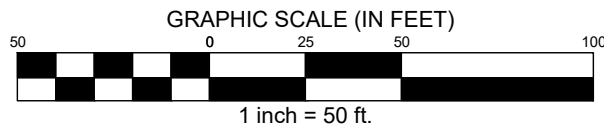
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DEVELOPMENT PLAN
MAP 80, PARCEL 00602
CITY OF FRANKLIN PROJECT NO. 7967
FRANKLIN, TENNESSEE

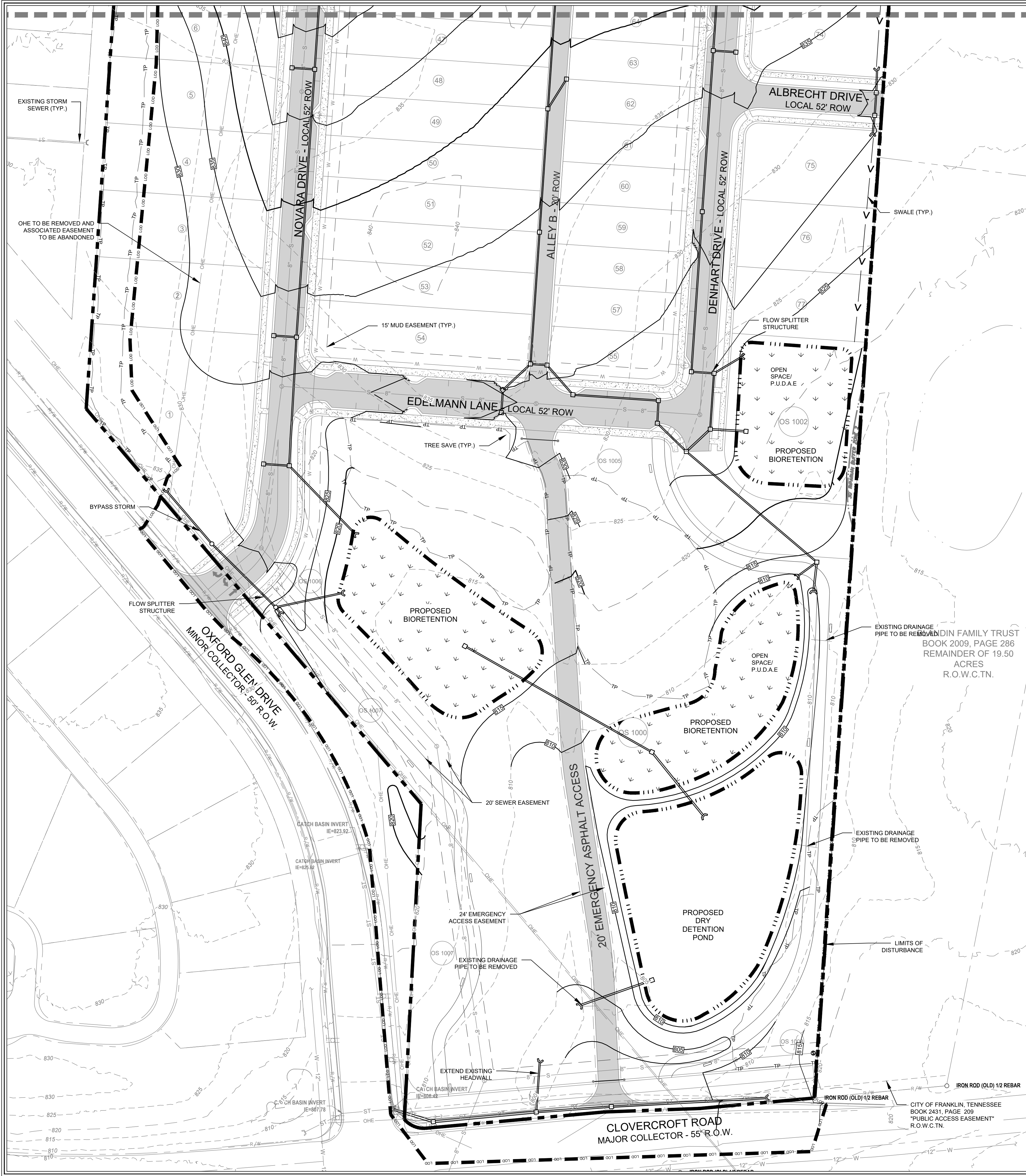
Rev.	Date	Development Plan Revisions
1	11-03-2022	

Issue Date:	09-12-22
ELI Project No:	22-11-1109
Drafted By:	RDP
Checked By:	LCW

Sheet Title:
**ENLARGED
GRADING &
DRAINAGE
PLAN**

Sheet No.
C 3.1

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Plotted: Thursday, November 03, 2022 - 4:42 pm
By: modelinej



GENERAL INFORMATION RELATED TO THE
STORMWATER POLLUTION PREVENTION PLAN

SITE AREA: 29.45 AC ±
TOTAL DISTURBED AREA: 29.46 AC ±
ADD IMPERVIOUS AREA: 360,851.71 SF ±

GRADING & DRAINAGE GENERAL NOTES:

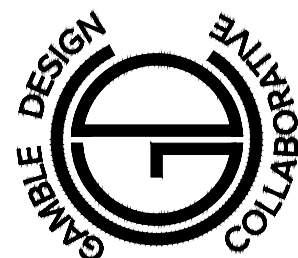
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- 4.
- 5.

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MAP 80, PARCEL 00602
CITY OF FRANKLIN PROJECT NO. 7967
FRANKLIN, TENNESSEE

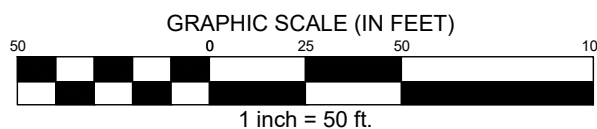
Rev.	Date	Development Plan Revisions
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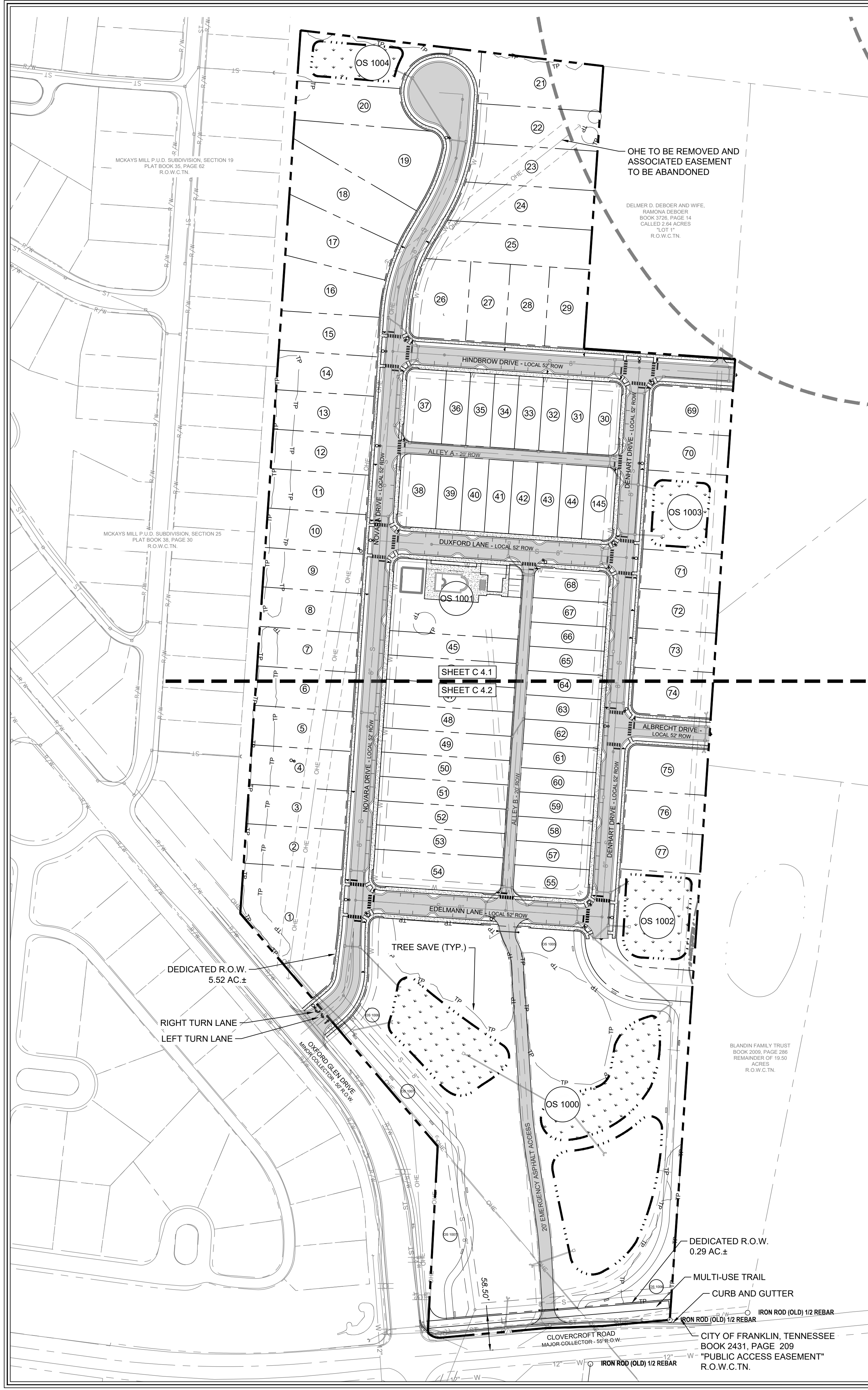
ENLARGED
GRADING &
DRAINAGE
PLAN

Sheet No.

C 3.2

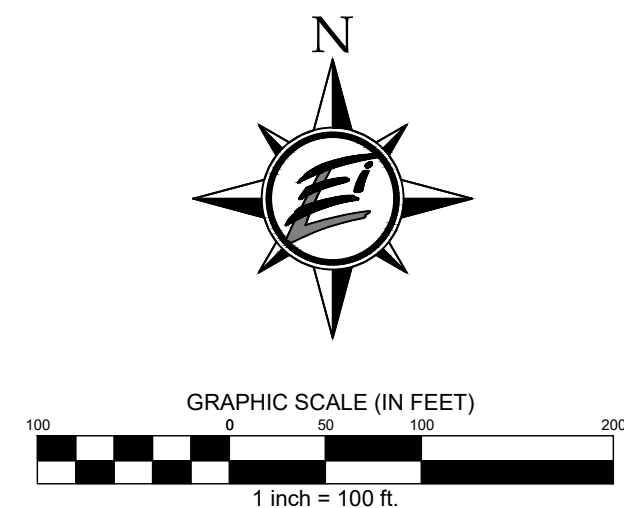
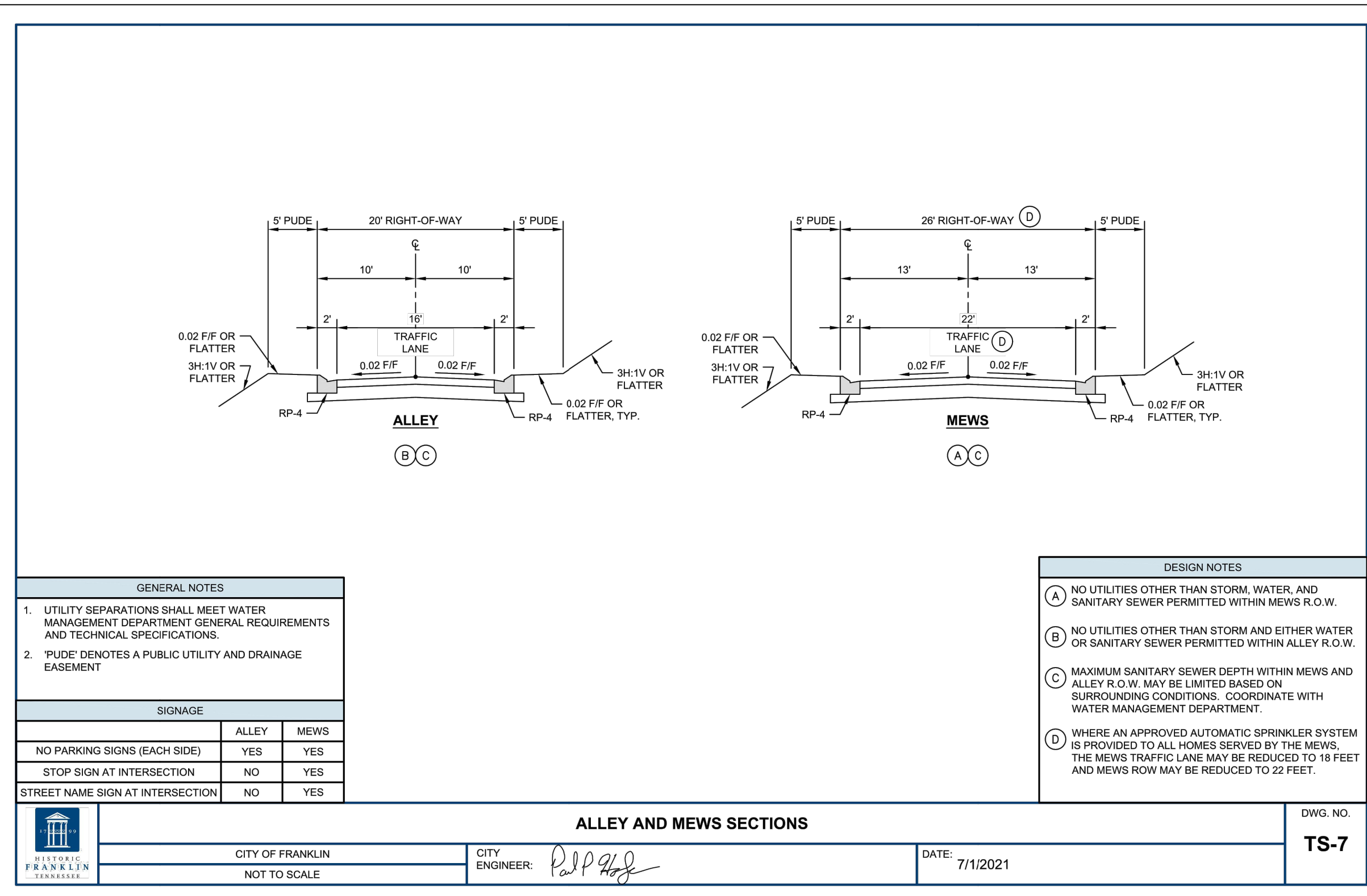
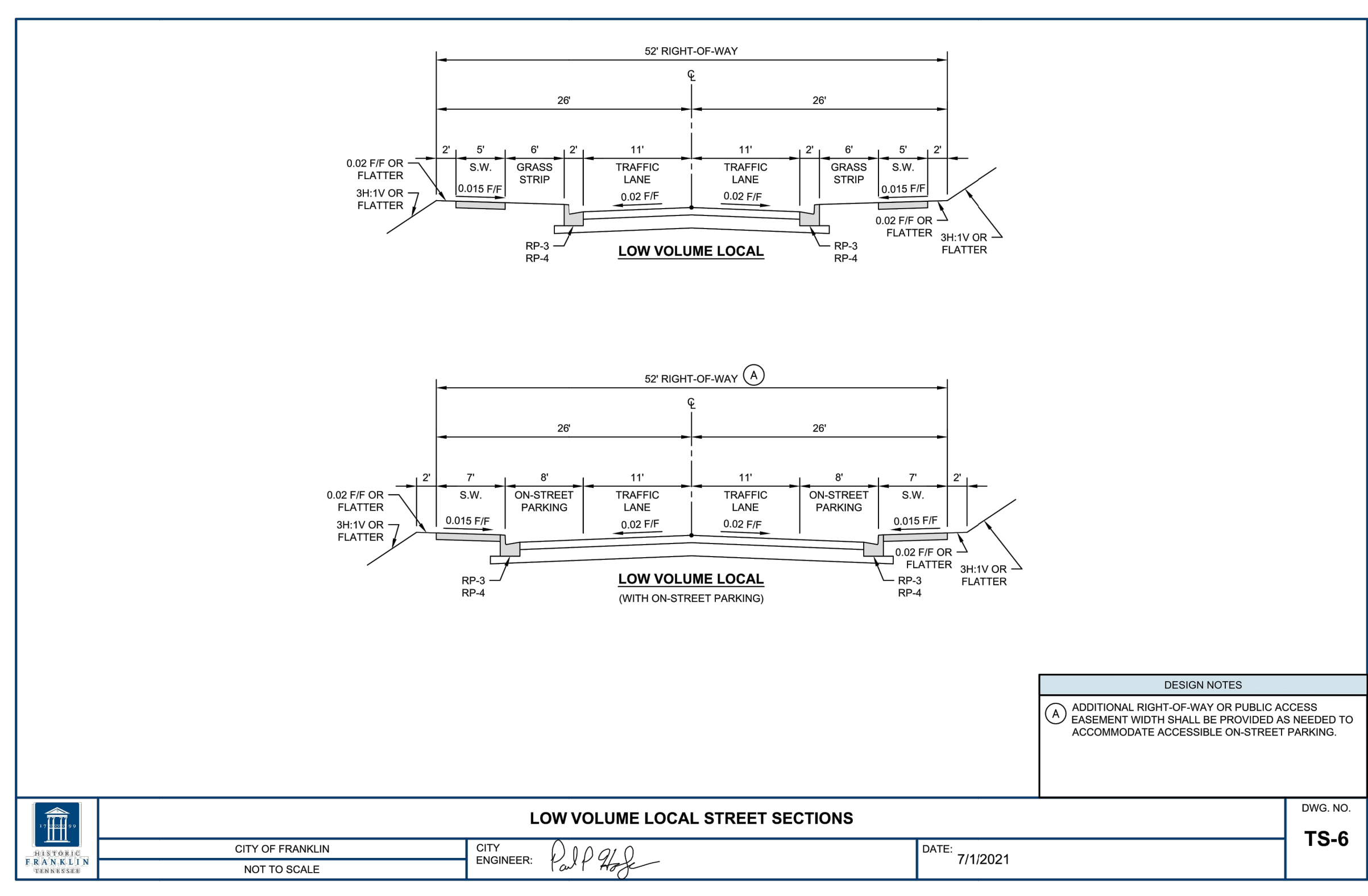


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Plotted: Thursday, November 03, 2022 - 4:43 pm
By: modelinej



- R.O.W. & ACCESS GENERAL NOTES**
- PRIOR TO BEGINNING ANY CONSTRUCTION, THE DEVELOPER AND/OR CONTRACTOR, SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY LAW. SUCH PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE REQUIRED BY STATE OF TENNESSEE WILLIAMSON COUNTY AND OTHER CITY OF FRANKLIN AGENCIES.
 - ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ON-SITE DURING CONSTRUCTION.
 - CONSTRUCTION MATERIALS SHALL BE FULLY TESTED IN ACCORDANCE WITH THE DESIGNATIONS AND REQUIREMENTS WITHIN THE REFERENCED "TDOT STANDARD SPECIFICATIONS" SECTIONS, UNLESS OTHERWISE NOTED WITHIN THE "STANDARD SPECIFICATIONS" SECTION OF THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.
 - AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
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 - ALL TEMPORARY STRIPING SHALL CONFORM TO "STANDARD SPECIFICATIONS FOR NOVARA DRIVEN BRIDGE CONSTRUCTION," PUBLISHED BY TDOT, THE LATEST REVISION EXCEPT AS HEREIN AMENDED. WHEN APPROVED, TEMPORARY STRIPING SHALL BE REQUIRED PRIOR TO THE OPENING OF A STREET FOR TRAVEL WHERE PAVEMENT AND/OR PERMANENT STRIPING CANNOT BE COMPLETED DUE TO WEATHER AND/OR TIME CONSTRAINTS.
 - THERMOPLASTIC PAVEMENT MARKINGS SHOULD BE USED ON ALL PUBLIC AND PRIVATE CITY STREET PROJECTS. THERMOPLASTIC TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO SECTION 716.03 "THERMOPLASTIC PAVEMENT MARKINGS," OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (TDOT), AND TO THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.
 - STREET LIGHTS SHALL HAVE LED LIGHT SOURCE (SEE E 1.0 SITE LIGHTING PLAN)

- PROPOSED EMERGENCY ACCESS GATE MINIMUM REQUIREMENTS**
- MANUAL GATE: KNOX PADLOCK OR KNOX BOX WITH OWNER-SUPPLIED KEY.
 - GATE MUST BE A MINIMUM OF 20 FEET WIDE. WHERE THERE IS A DIVIDED ROADWAY, THE GATE MUST BE A MINIMUM OF 12 FEET WIDE.
 - MINIMUM HEIGHT CLEARANCE IS 13 FEET, 6 INCHES.
- ACCESS & TEMPORARY ROAD NOTES**
- ROADS SHALL BE COMPLETED AND INSPECTED BEFORE A BUILDING PERMIT IS ISSUED.
 - ROADS MUST BE CONSTRUCTED TO MINIMIZE EROSION IMPACTS.
 - ROADS SHALL BE A MINIMUM OF 20 FEET WIDE.
 - ACCESS ROADS SHALL TERMINATE NOT LESS THAN 150-FEET FROM ANY PORTION OF A STRUCTURE.
 - TURNAROUND REQUIRED FOR ACCESS ROADS LONGER THAN 150 FEET.
 - ROADS SHALL BE AN ALL-WEATHER SURFACE CAPABLE OF SUPPORTING 80,000 POUNDS
 - CONSTRUCTING SHALL BE A MINIMUM OF 8 INCHES COMPACTED TYPE A GRANULAR STONE OR EQUIVALENT INCLUDING PROVISIONS FOR STORM DRAINAGE, LIGHT AND LANE MARKING, DEVICES AND SIGNAGE.
 - IF A SEWER MANHOLE IS LOCATED IN THE GRAVEL AREA, THE AREA AROUND THE MANHOLE IS LOCATED IN THE GRAVEL AREA, THE AREA AROUND THE MANHOLE MUST BE PROTECTED TO PREVENT DAMAGING THE MANHOLE. METHODS OF PROTECTING THE MANHOLE SHALL BE APPROVED BY THE WATER DEPARTMENT AND MAY INCLUDE INSTALLING AN ASPHALT RING AROUND THE MANHOLE, PAVING THE AREA AROUND THE MANHOLE OR OTHER METHOD APPROVED BY THE WATER DEPARTMENT.
 - ACCESS FOR PARCEL TO THE NORTH MUST REMAIN FOR THE DURATION OF CONSTRUCTION UNTIL NEW ROADS ARE OPEN TO THE PUBLIC AND THE DRIVEWAY CONNECTION IS MADE



GALE DESIGN

COLLABORATIVE

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CITY OF FRANKLIN PROJECT NO. 7967

Rev.	Date	Development Plan Revisions
1	11-03-2022	

LARRY C. WALLACE
REGISTERED ENGINEER
No. 10354
STATE OF TENNESSEE

Issue Date: 09-12-22
ELI Project No: 22-11-1109
Drafted By: RDP
Checked By: LCW
Sheet Title:
OVERALL ROW & ACCESS PLAN
Sheet No:
C 4.0

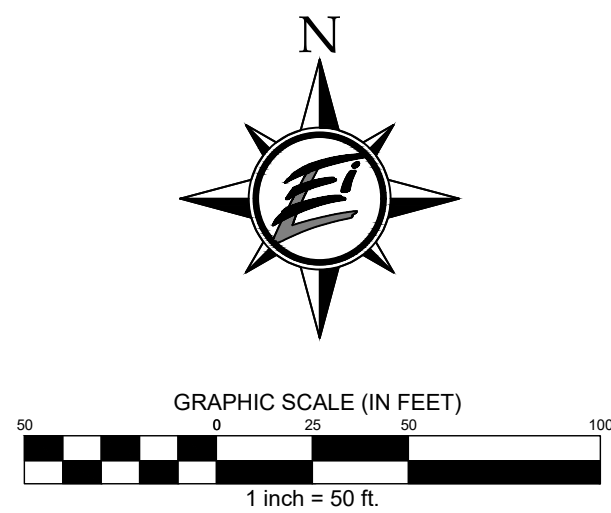
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Plotted: Thursday, November 03, 2022 - 4:43 pm
By: modelylinej



- R.O.W. & ACCESS GENERAL NOTES**
1. PRIOR TO BEGINNING ANY CONSTRUCTION, THE DEVELOPER AND/OR CONTRACTOR, SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY LAW. SUCH PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE REQUIRED BY STATE OF TENNESSEE WILLIAMSON COUNTY AND OTHER CITY OF FRANKLIN AGENCIES.
 2. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ON-SITE DURING CONSTRUCTION.
 3. CONSTRUCTION MATERIALS SHALL BE FULLY TESTED IN ACCORDANCE WITH THE DESIGNATIONS AND REQUIREMENTS WITHIN THE REFERENCED "DOT STANDARD SPECIFICATIONS" SECTIONS, UNLESS OTHERWISE NOTED WITHIN THE "STANDARD SPECIFICATIONS" SECTION OF THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.
 4. AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
 5. LOCATING AND COORDINATION FOR THE RELOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. TENNESSEE'S ONE-CALL AND THE CITY OF FRANKLIN UTILITY LOCATION SERVICE SHALL BE UTILIZED IN ADDITION TO COORDINATION WITH LOCAL UTILITY OWNERS. THE CONTRACTOR SHALL AT ALL TIMES PROTECT EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR COSTS DUE TO DAMAGE CAUSED TO ANY UTILITY LINES.
 6. ALL TEMPORARY STRIPING SHALL CONFORM TO "STANDARD SPECIFICATIONS FOR NOVARA DRIVEN BRIDGE CONSTRUCTION," PUBLISHED BY TDOT, THE LATEST REVISION EXCEPT AS HEREIN AMENDED. WHEN APPROVED, TEMPORARY STRIPING SHALL BE REQUIRED PRIOR TO THE OPENING OF A STREET FOR TRAVEL WHERE PAVEMENT AND/OR PERMANENT STRIPING CANNOT BE COMPLETED DUE TO WEATHER AND/OR TIME CONSTRAINTS.
 7. THERMOPLASTIC PAVEMENT MARKINGS SHOULD BE USED ON ALL PUBLIC AND PRIVATE CITY STREET PROJECTS. THERMOPLASTIC TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO SECTION 716.03 "THERMOPLASTIC PAVEMENT MARKINGS", OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (TDOT), AND TO THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.
 8. STREET LIGHTS SHALL HAVE LED LIGHT SOURCE (SEE E 1.0 SITE LIGHTING PLAN)

- PROPOSED EMERGENCY ACCESS GATE MINIMUM REQUIREMENTS**
1. MANUAL GATE: KNOX PADLOCK OR KNOX BOX WITH OWNER-SUPPLIED KEY.
 2. GATE MUST BE A MINIMUM OF 20 FEET WIDE. WHERE THERE IS A DIVIDED ROADWAY, THE GATE MUST BE A MINIMUM OF 12 FEET WIDE.
 3. MINIMUM HEIGHT CLEARANCE IS 13 FEET, 6 INCHES.

- ACCESS & TEMPORARY ROAD NOTES**
1. ROADS SHALL BE COMPLETED AND INSPECTED BEFORE A BUILDING PERMIT IS ISSUED.
 2. ROADS MUST BE CONSTRUCTED TO MINIMIZE EROSION IMPACTS.
 3. ROADS SHALL BE A MINIMUM OF 20 FEET WIDE.
 4. ACCESS ROADS SHALL TERMINATE NOT LESS THAN 150-FEET FROM ANY PORTION OF A STRUCTURE.
 5. TURNAROUND REQUIRED FOR ACCESS ROADS LONGER THAN 150 FEET.
 6. ROADS SHALL BE AN ALL-WEATHER SURFACE CAPABLE OF SUPPORTING 80,000 POUNDS
 7. CONSTRUCTING SHALL BE A MINIMUM OF 8 INCHES COMPACTED TYPE A GRANULAR STONE OR EQUIVALENT INCLUDING PROVISIONS FOR STORM DRAINAGE, LIGHT AND LANE MARKING, DEVICES AND SIGNAGE.
 8. IF A SEWER MANHOLE IS LOCATED IN THE GRAVEL AREA, THE AREA AROUND THE MANHOLE MUST BE PROTECTED TO PREVENT DAMAGING THE MANHOLE. METHODS OF PROTECTING THE MANHOLE SHALL BE APPROVED BY THE WATER DEPARTMENT AND MAY INCLUDE INSTALLING AN ASPHALT RING AROUND THE MANHOLE, PAVING THE AREA AROUND THE MANHOLE OR OTHER METHOD APPROVED BY THE WATER DEPARTMENT.



GAMBLE DESIGN COLLABORATIVE

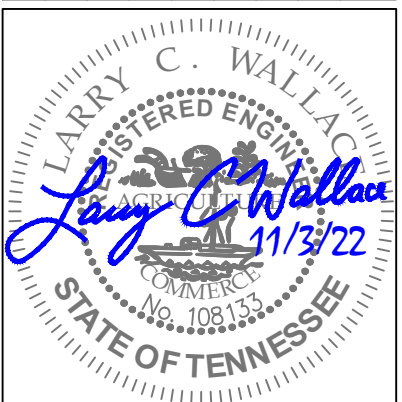
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PUD SUBDIVISION,
DEVELOPMENT PLAN
MAP 80, PARCEL 00602
CITY OF FRANKLIN PROJECT NO. 7967
FRANKLIN, TENNESSEE

Rev.	Date	Development Plan Revisions
1	11-03-2022	

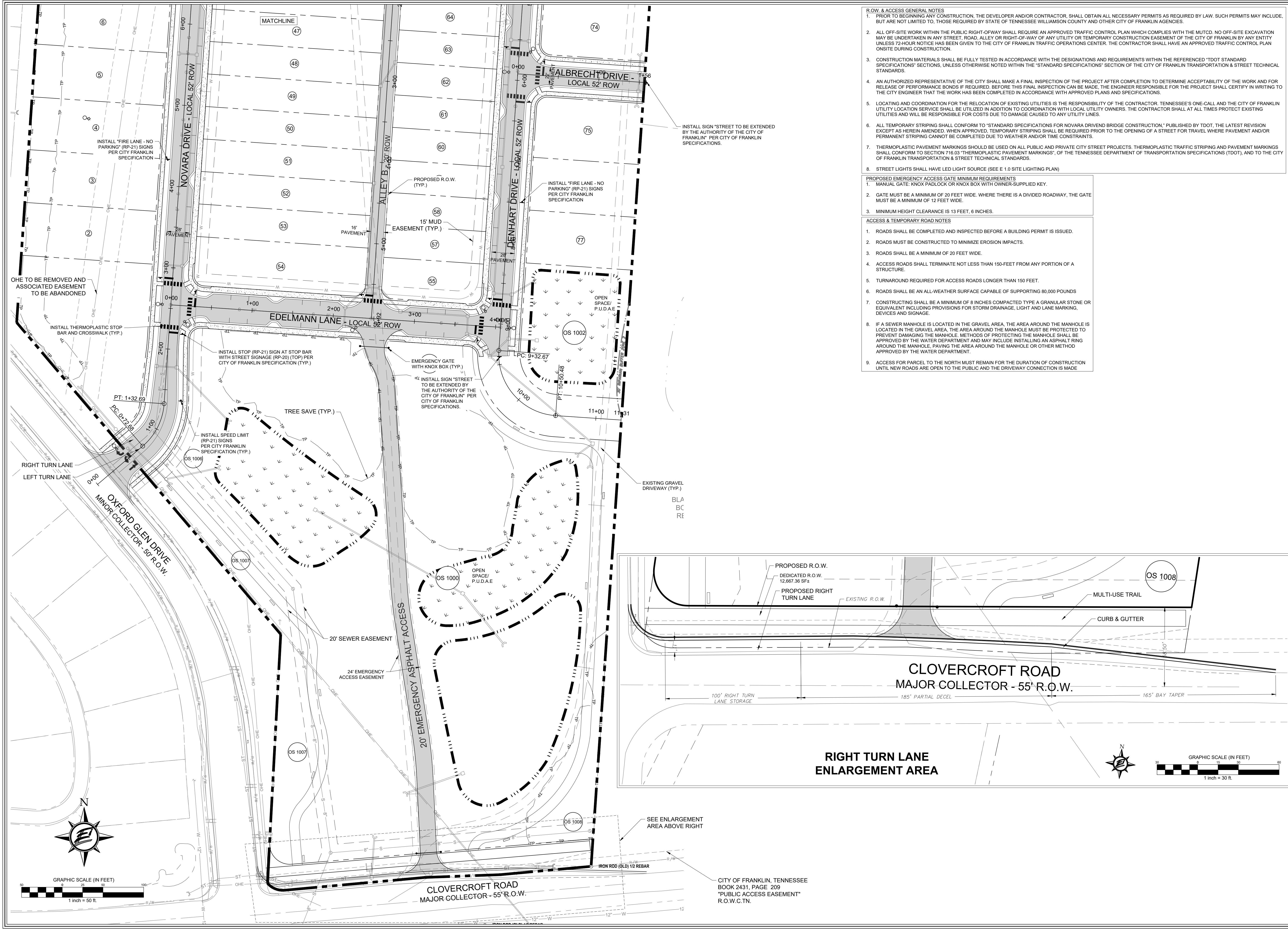


Issue Date: 09-12-22
ELI Project No: 22-11-1109
Drafted By: RDP
Checked By: LCW

Sheet Title:
**ENLARGED
ROW &
ACCESS
PLAN**

Sheet No.
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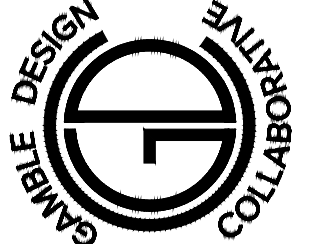
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By: modelinej



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 9. ACCESS FOR PARCEL TO THE NORTH MUST REMAIN FOR THE DURATION OF CONSTRUCTION UNTIL NEW ROADS ARE OPEN TO THE PUBLIC AND THE DRIVEWAY CONNECTION IS MADE

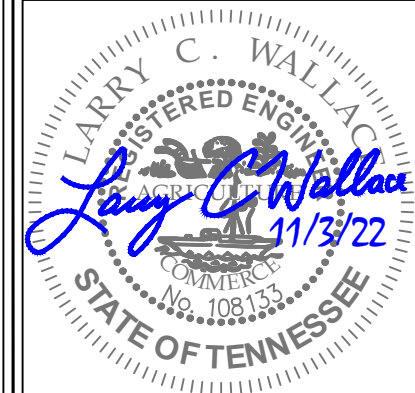


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DEVELOPMENT PLAN
MAP 80, PARCEL 00602
CITY OF FRANKLIN PROJECT NO. 7967
FRANKLIN, TENNESSEE

Rev.	Date	Development Plan Revisions
1	11-03-2022	



Issue Date: 09-12-22
ELI Project No: 22-11-1109
Drafted By: RDP
Checked By: LCW
Sheet Title:

ENLARGED
ROW &
ACCESS
PLAN

Sheet No.
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Filename: W:\22-11-1109 4089 Clovercroft\3_GAD\Production\Development Plan\080 Clover Dev ROW_Clovercroft-Murf.dwg
Plotted: Thursday, November 03, 2022 - 4:43 pm
By: modelynnej

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 8. STREET LIGHTS SHALL HAVE LED LIGHT SOURCE (SEE E 1.0 SITE LIGHTING PLAN)



GALE DESIGN

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MAP 80, PARCEL 00602
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FRANKLIN, TENNESSEE

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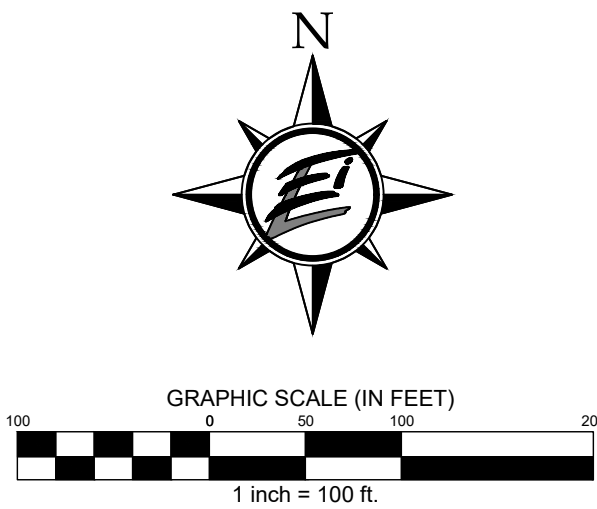
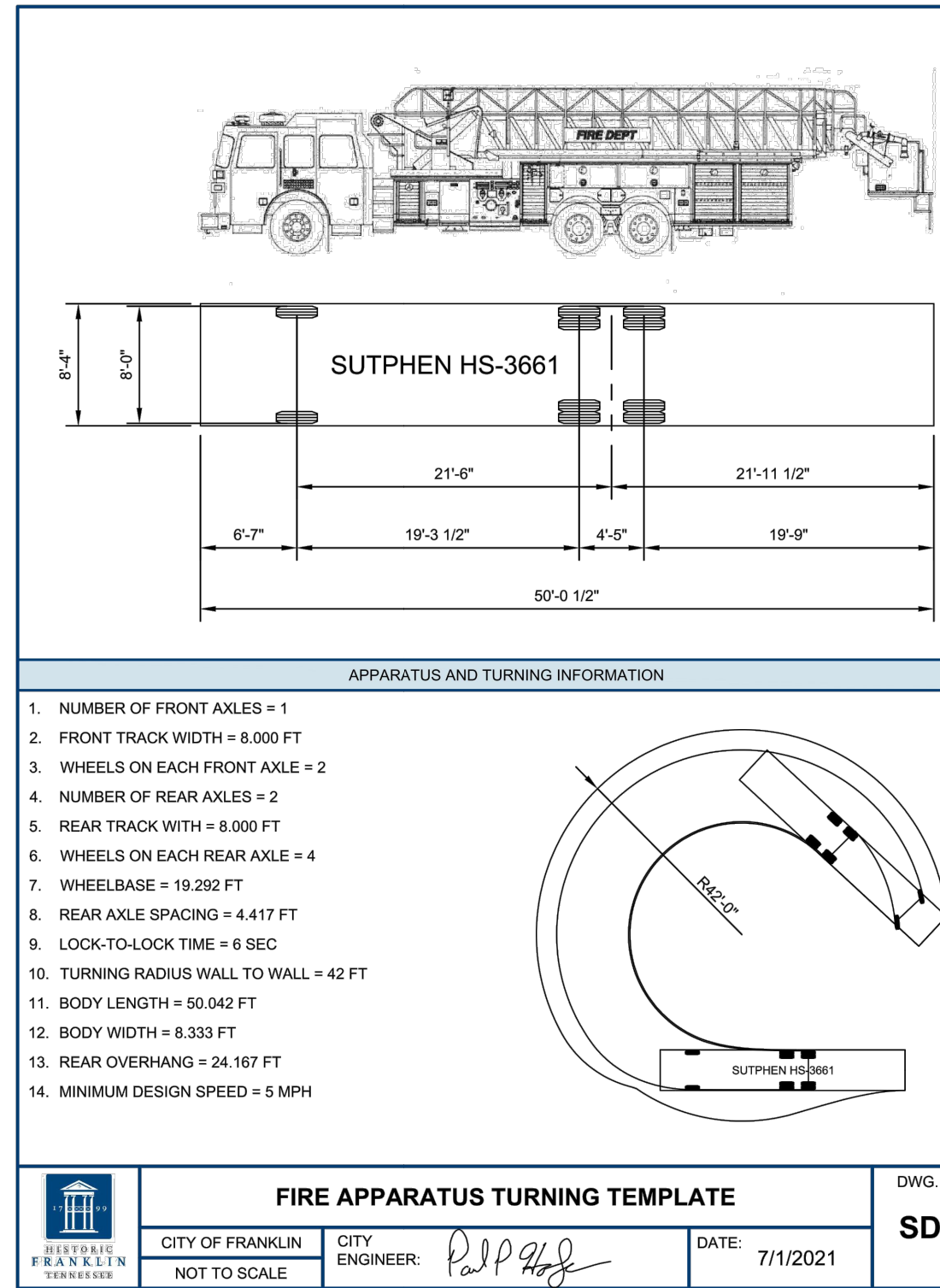
Sheet Title:
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PLAN

Sheet No.
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Filename: \\V2-11-1109_4080_Clovercat\3_CAD\Production\Development Plan\4080 Clover Dev VTrack.dwg
Plotted: Thursday, November 03, 2022 - 4:44 pm
By: modelynej



Design Speed: 5 m.p.h.



GAFFLE DESIGN

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MAP 80, PARCEL 00602

CITY OF FRANKLIN PROJECT NO. 7967

FRANKLIN, TENNESSEE

11-03-2022

Rev.

Date

Development Plan Revisions

LARRY C. WALLACE

REGISTERED ENGINEER

[Signature]

NO. 11372

STATE OF TENNESSEE

Issue Date: 09-12-22

ELI Project No: 22-11-1109

Drafted By: RDP

Checked By: LCW

Sheet Title:

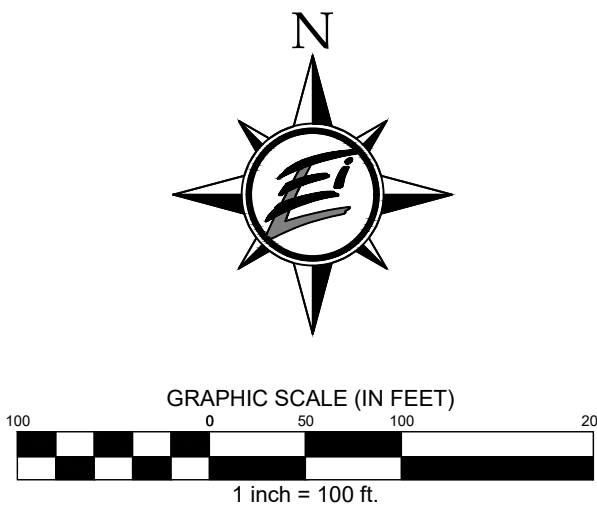
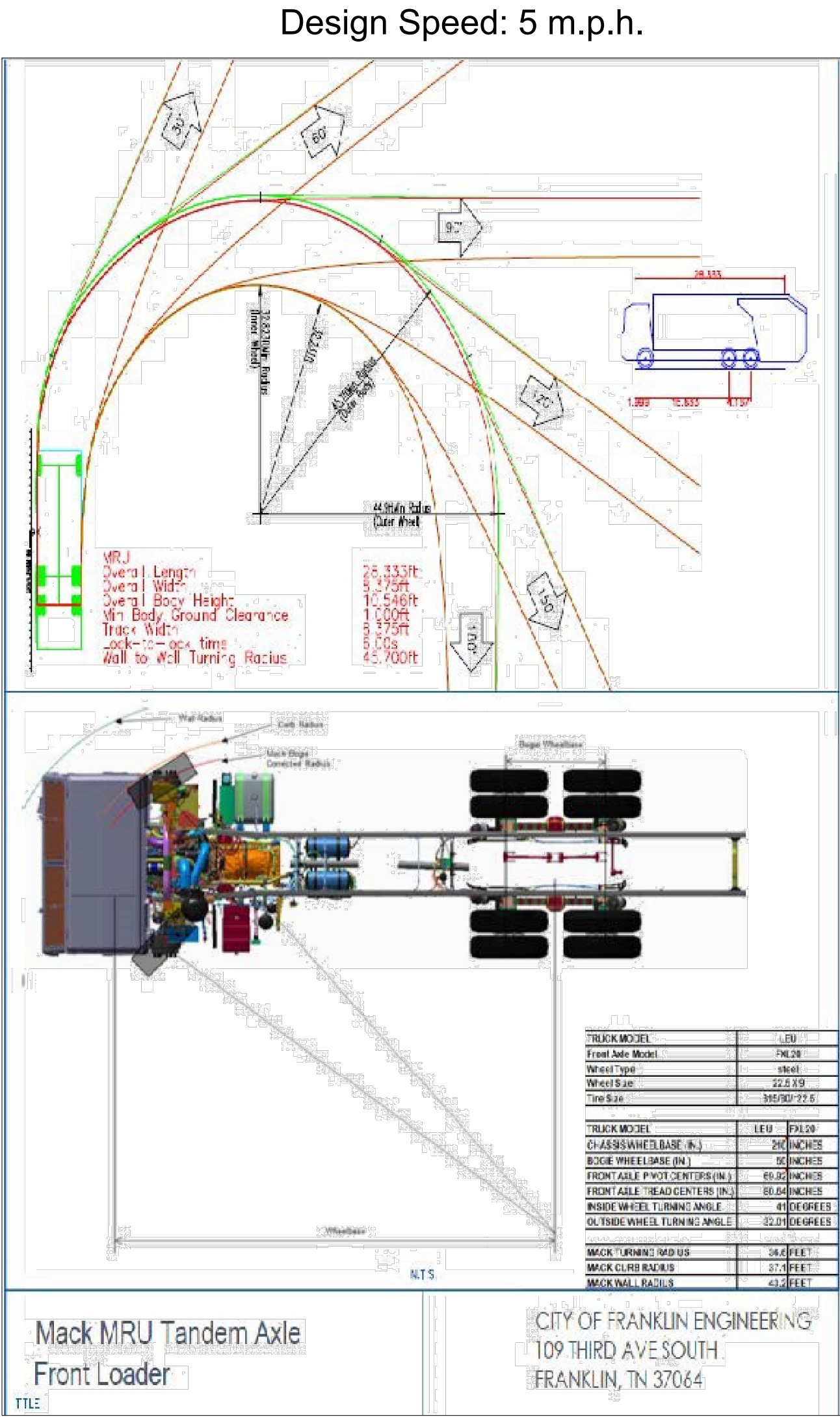
VEHICLE TRACKING PLAN

Sheet No.

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Page 89 of 270

File Name: W:\22-11-1109_4080_Clovercroft\3_CAD\Production\Development Plan\4080 Clover Dev VTrack.dwg
Plotted: Thursday, November 03, 2022 - 4:44 pm
By: modelynej



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11/3/22

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Drafted By:

RDP

Checked By:

LCW

Sheet Title:

VEHICLE TRACKING PLAN

Sheet No.

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Page 90 of 270

Filename: W:\22-11-1109_4080_Clovercroft\3_CAD\Production\Development Plan\4080 Clover Dev Utility.dwg
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Sheet No: C 5.0



WATER & SEWER GENERAL NOTES

1. ALL PERSONS WHO UNDERTAKE THE CONSTRUCTION OF WATER, SEWER AND/OR RECLAIMED WATER LINES LOCATED IN, OR AFFECTING SERVICES PROVIDED BY THE CITY OF FRANKLIN SHALL COMPLY WITH THE REQUIREMENTS AND REGULATIONS SET FORTH IN THE "GENERAL REQUIREMENTS & TECHNICAL SPECIFICATIONS, WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE" LATEST EDITION, ALONG WITH ANY AMENDMENTS, ADDITIONS, OR ALTERATION THAT MAY THEREAFTER BE ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN BY RESOLUTION.
2. CONTRACTOR SHALL OBTAIN WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT PRIOR TO SCHEDULING REQUIRED PRE-CONSTRUCTION SITE MEETING. CONTRACTOR SHALL COMPLETE THE PRE-CONSTRUCTION SITE MEETING PRIOR TO COMMENCING WITH CONSTRUCTION.
3. CONTRACTOR SHALL OBTAIN AND KEEP ALL OF THE FOLLOWING ITEMS ON THE JOBSITE AT ALL TIMES DURING CONSTRUCTION:
 - a. APPROVED, STAMPED AND SIGNED WATER AND/OR SEWER PLANS
 - b. WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT, WITH ALL STEPS COMPLETED AND SIGNED BY APPROPRIATE CITY EMPLOYEES.
 - c. COPY OF APPROVED AVAILABILITY REQUEST RESPONSE LETTER.
 - d. A COPY OF ALL APPROVED CUT SHEETS.
4. ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE SHALL BECOME THE RESPONSIBILITY OF THE CITY OF FRANKLIN, TN FOLLOWING APPROVAL FROM THE CITY OF FRANKLIN INSPECTORS AND ACCEPTANCE BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION. THE ACCEPTANCE DATE SHALL BE BASED ON THE DAY MAINTENANCE SURETIES ARE ESTABLISHED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION.
5. PRIOR TO THE ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT AS-BUILT DRAWINGS TO THE PLANNING AND SUSTAINABILITY DEPARTMENT.
6. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ONSITE DURING CONSTRUCTION.
7. ANY DAMAGES CAUSED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL, AT HIS OWN EXPENSE, BE REPLACED OR REPAIRED TO ORIGINAL CONDITION AND QUALITY, AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY, BY THE CONTRACTOR.

CITY OF FRANKLIN STREET CUT NOTES

1. ALL CUTS IN PUBLIC STREETS REQUIRE A STREET CROSSING PERMIT AND TRAFFIC CONTROL PLAN APPROVED BY THE STREET DEPARTMENT.
2. TRENCH BACKFILL AND STREET REPAIR SHALL BE MADE IN ACCORDANCE WITH CITY OF FRANKLIN STREET STANDARD DRAWING RD-6 (LOCAL) OR RD-7 (COLLECTOR OR ARTERIAL).
3. AT PERPENDICULAR STREET CUTS, TRENCH EXCAVATIONS SHALL BE MILLED AND OVERLAID A MINIMUM OF 100 FEET CENTERED ON THE TRENCH.

HYDRANT NOTES

1. HYDRANTS SHALL BE INSTALLED AT INTERSECTIONS AND BETWEEN INTERSECTION 50 DISTANCE BETWEEN HYDRANTS DOES NOT EXCEED 500-FEET (CLOSER SPACING MAY BE REQUIRED FOR SOME PROJECTS).
2. MINIMUM WATER SUPPLY IS 1,500 GPM AT 20 PSI (SOME PROJECTS MAY REQUIRE A GREATER AMOUNT).
3. FOR SINGLE-FAMILY HOMES GREATER THAN 3,600-SF A MINIMUM FIRE FLOW OF 1,500 GPM IS REQUIRED UNLESS THE HOMES ARE PROTECTED BY APPROVED FIRE SPRINKLER SYSTEMS.
4. ALL NEW CONSTRUCTION WILL HAVE SPRINKLERS UNTIL A MINIMUM FIRE FLOW OF 1,500 GPM AT 20 PSI CAN BE PROVIDED.
5. HYDRANTS MUST BE INSTALLED BEFORE CONSTRUCTION GOES VERTICAL AND/OR BEFORE COMBUSTIBLE BUILDING PRODUCTS ARE BROUGHT ON SITE.
6. OFF-SITE HYDRANTS MAY BE CONSIDERED, BUT THEY MUST BE WITHIN 500-FEET OF ALL PORTIONS OF A BUILDING.

UTILITY PROVIDERS

ELECTRIC
MT&C
2156 EDWARD CURD LANE
FRANKLIN, TN 37064
ROGER HEGINBOTTOM
(615) 595-4677

NATURAL GAS
ATMOS ENERGY
810 CRESCENT CENTRE DRIVE, #600
FRANKLIN, TN 37067
(615) 771-8300

SEWER
CITY OF FRANKLIN WATER
MANAGEMENT DEPARTMENT
124 LUMBER DR.
FRANKLIN, TN 37064
(615)-794-4554

WATER
MILCROFTEN UTILITY DISTRICT
6333 ARNO ROAD
FRANKLIN, TN 37064
(615)-794-5947

FLOW TEST

DATE: 9-3-2022
GAGE HYDRANT #239
LOCATION: 3085 OXFORD GLEN DR.
STATIC: 53.5 PSI
RESIDUAL: 50.0 PSI

FLOW HYDRANT #240
LOCATION: 4000 OXFORD GLEN DR.
FLOW: 3810 GPM @ 20 PSI

WATER & SEWER DATA CHART
DEVELOPMENT TYPE: SINGLE FAMILY
RESIDENTIAL
UNIT FLOW IN GPD: 350 GPD
NUMBER OF UNITS: 77(SINGLE FAMILY
RESIDENCES)
FLOW IN GPD: 26,950 GPD

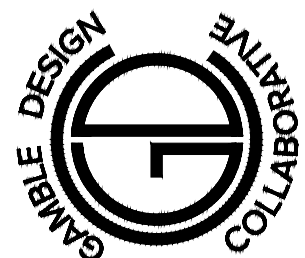
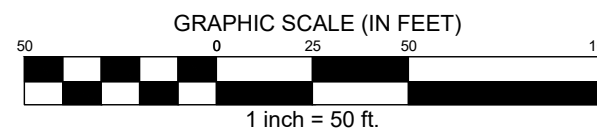
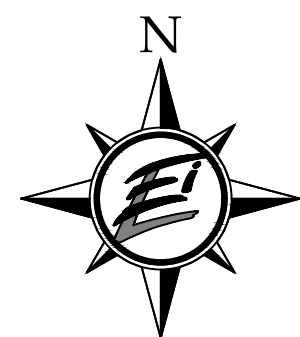
Water Service
Sewer Service

LEGEND

OVER HEAD UTILITIES	—OH—	UTILITY POLE	⊙
EASEMENT	---	UTILITY POLE WITH LIGHT	⊙*
PROPERTY LINE	---	LAMP POST	⊙
UNDER GROUND TELEPHONE	---	GUY WIRE	⊙
WATER LINE	—W—	FIRE HYDRANT	⊙
SANITARY SEWER LINE	—SA—	WATER VALVE	⊙
TREE LINE	---	WATER METER	⊙
FENCE LINE	—X—	STORM INLET	⊙
DIRECTIONAL FLOW ARROW	→	SANITARY MANHOLE	⊙
EXISTING DITCH LINE	---	EXISTING IRON ROD	⊙
PROPOSED STORM LINE	---		
PROPOSED CATCH BASIN	□		
PROPOSED SANITARY SEWER	—S—		
PROPOSED FORCEMAIN	—FM—		

UTILITY IMPACT STATEMENT

THE ANTICIPATED DEMAND FOR WATER AND SEWER IS 26,950 GPD BASED ON A 350 GPD UNIT FLOW AND 77 SINGLE FAMILY HOMES. THERE ARE NO RECLAIMED WATER LINES IN THE VICINITY.



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MAP 80, PARCEL 00602
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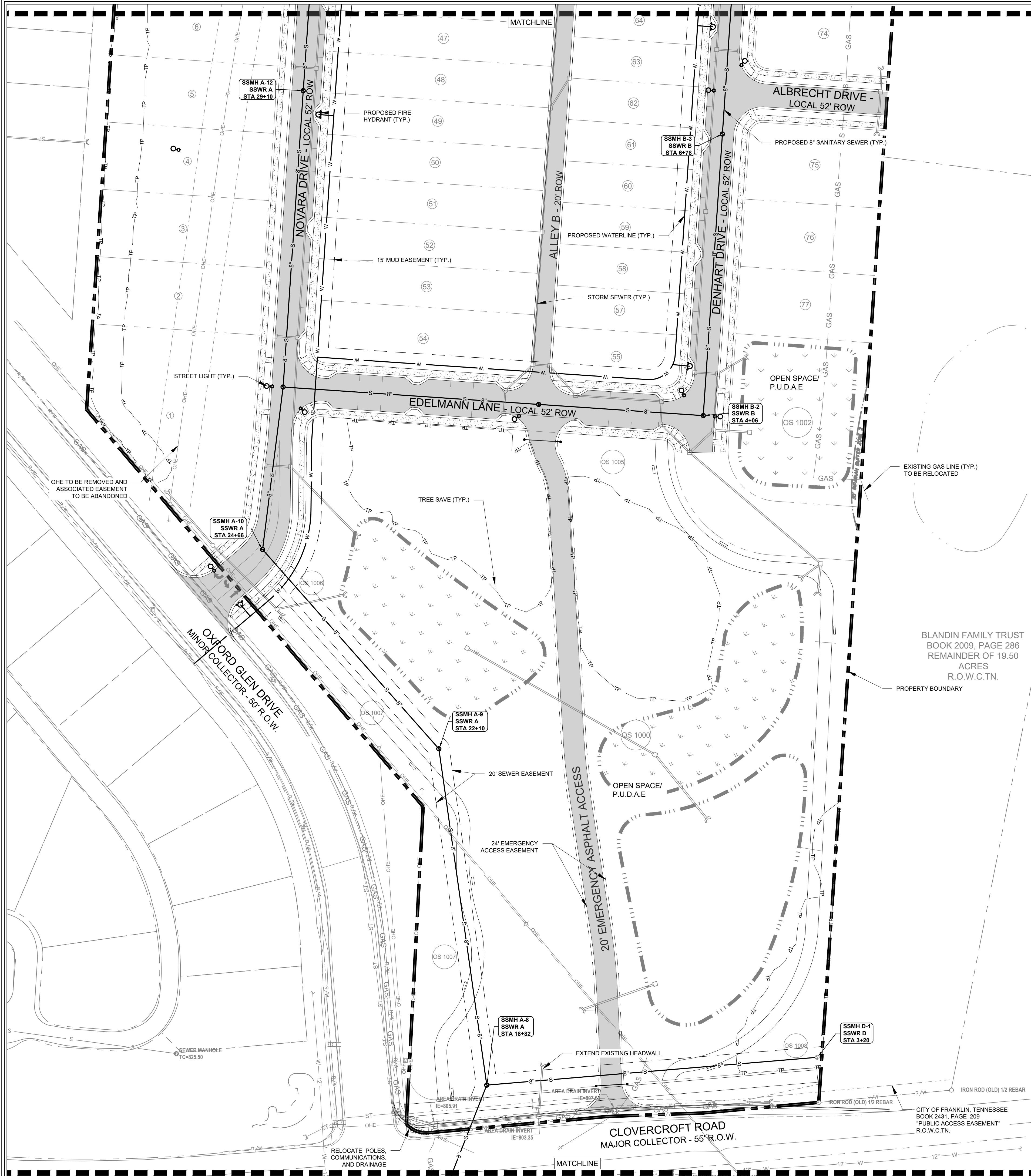
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Sheet Title:

ENLARGED
UTILITY
PLAN

Sheet No.

C 5.1

Filename: W:\22-11-1109 4080 Clovercroft\3_CAD\Production\Development Plan\4080 Clover Dev Utility.dwg
Plotted: Thursday, November 03, 2022 4:44 pm
By: modelinej



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MTEC
2156 EDWARD CURD LANE
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HYDRANT NOTES

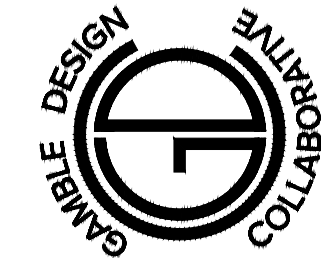
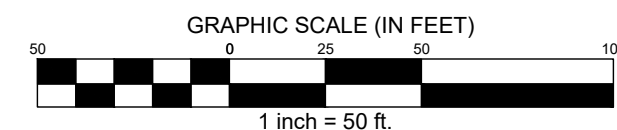
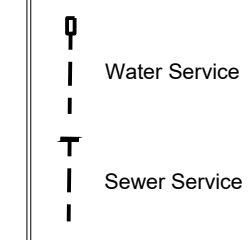
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FLOW TEST

DATE 9-1-2022
GAGE HYDRANT #239
LOCATION: 3085 OXFORD GLEN DR.
STATIC: 53.5 PSI
RESIDUAL: 50.0 PSI

FLOW HYDRANT #240

LOCATION: 4000 OXFORD GLEN DR.
FLOW: 3810 GPM @ 20 PSI

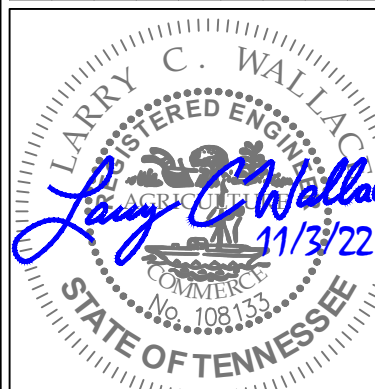


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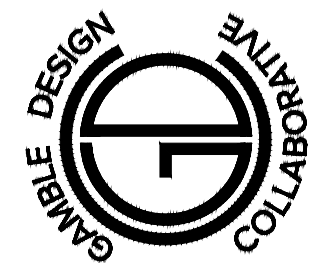
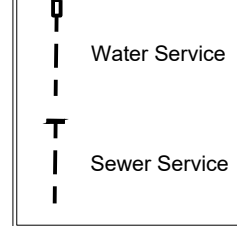
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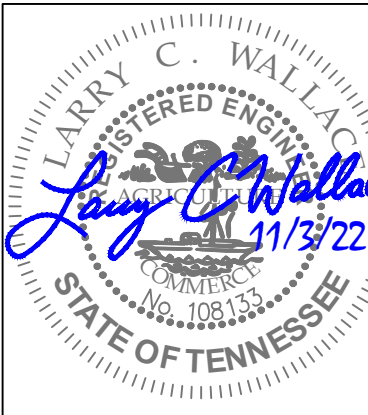


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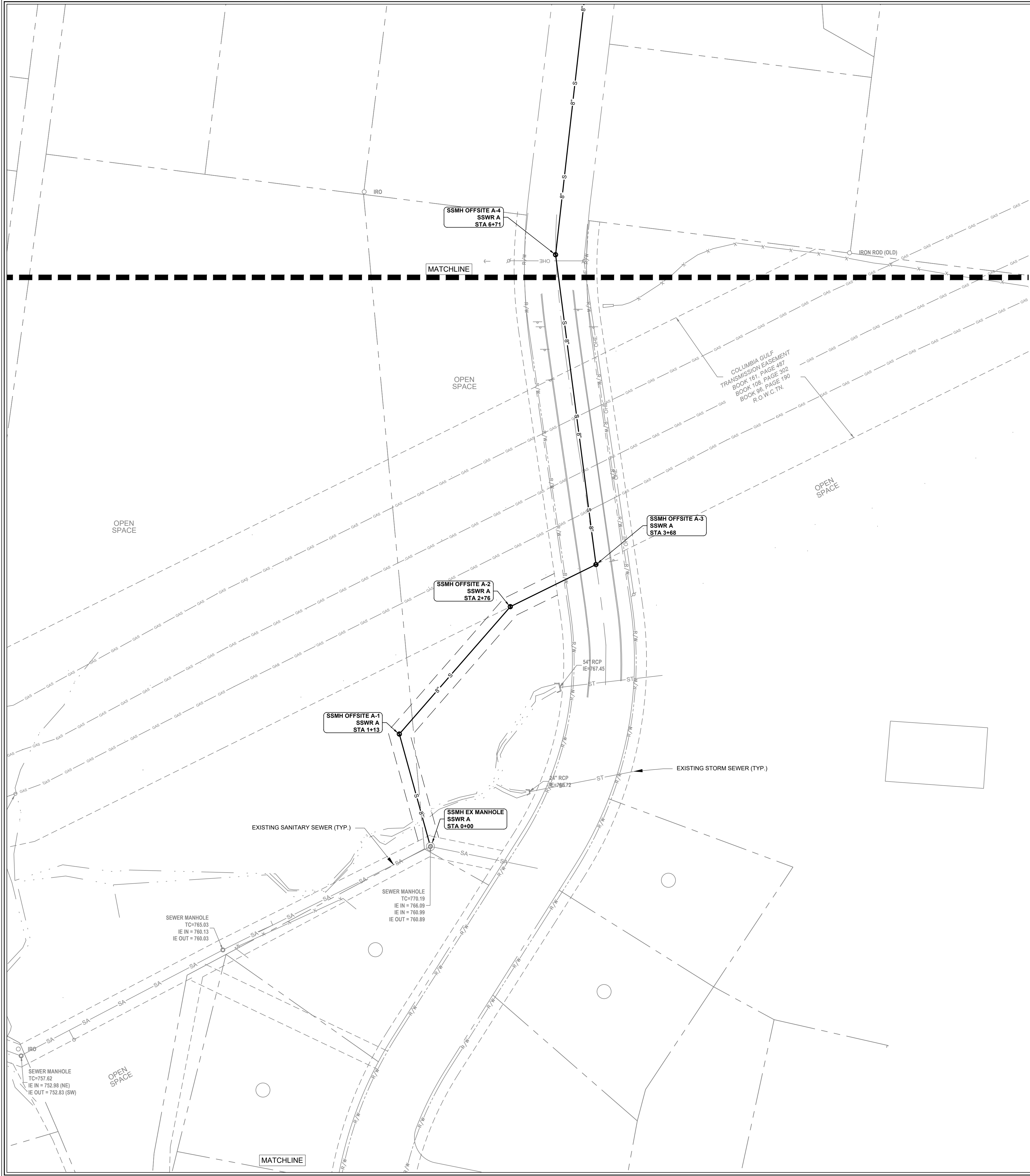


Issue Date: 09-12-22
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Sheet No.
C 5.3

Filename: W:\22-11-1109 4080 Clovercraft\3_CAD\Production\Development Plan\4080 Clover Dev Utility.dwg
Plotted: Thursday, November 03, 2022 4:45 pm
By: modelynej



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MTEMC
2156 EDWARD CURD LANE
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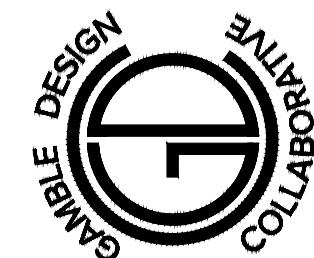
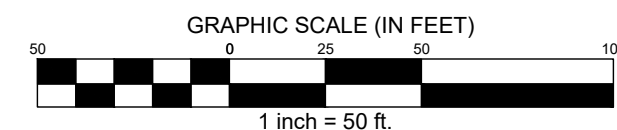
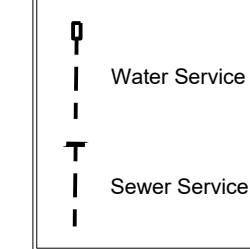
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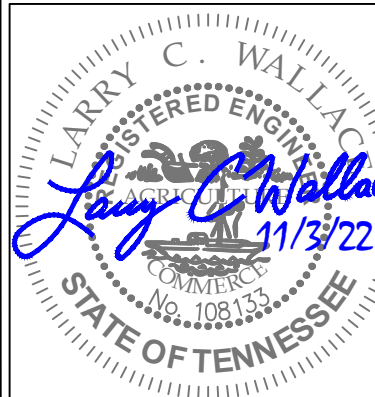


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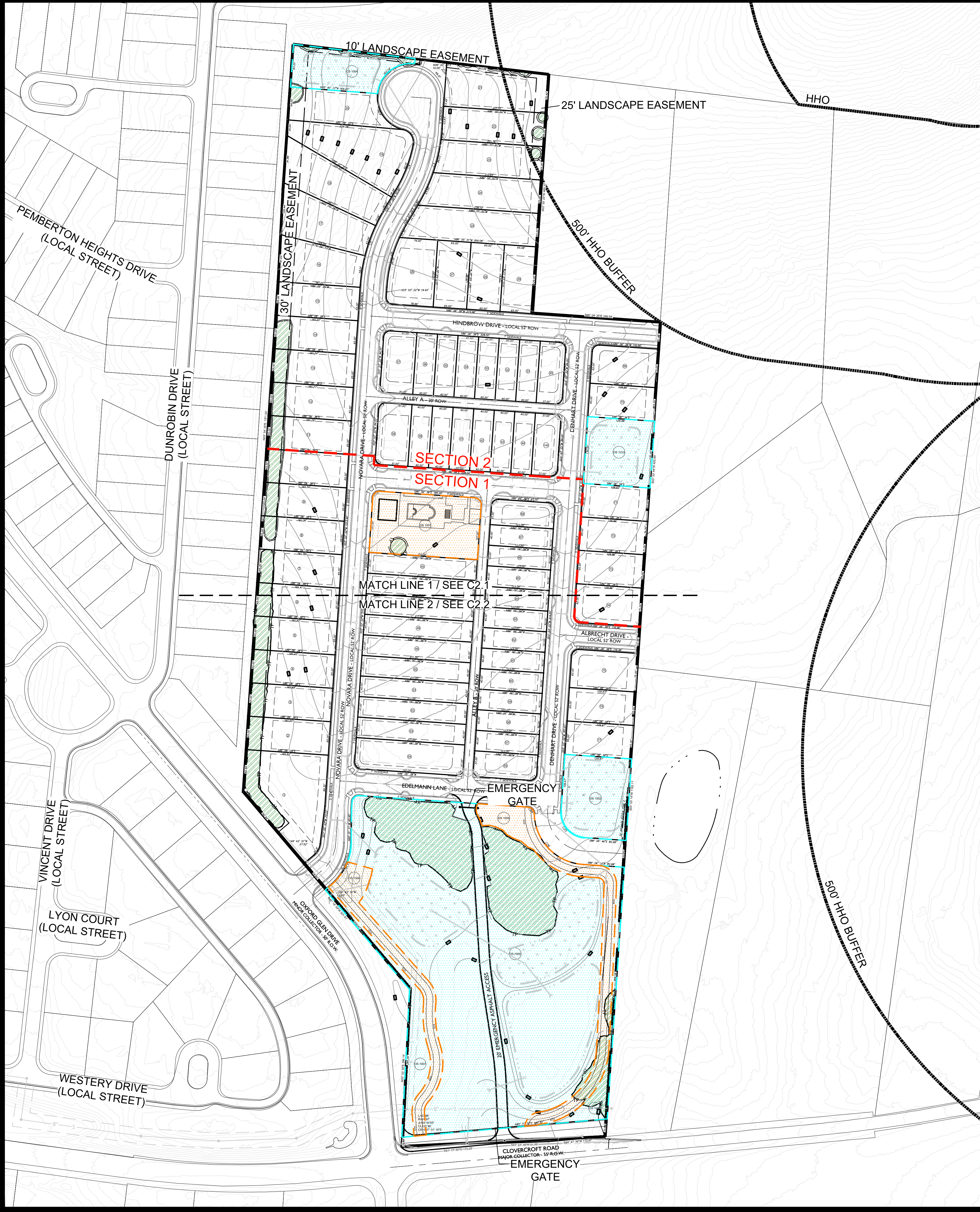


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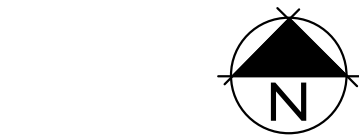


DEVELOPMENT PHASING TAKE DOWN CHART

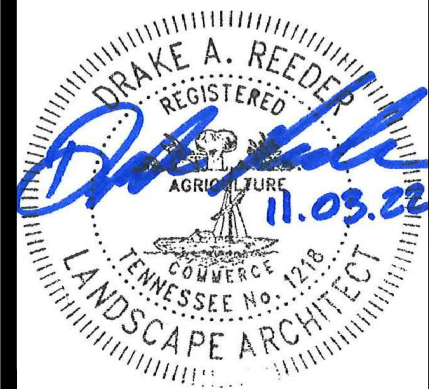
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Section 2	TBD	11.83	23	16	39	11-44, 69-74, 145	1003, 1004	0.74

KEY

- PRESERVED CANOPY
- OPEN SPACE
- NATURAL AREA
- TREE PRESERVATION FENCE



NOVARA PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

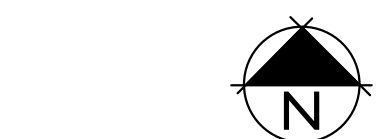


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KEY

- PRESERVED CANOPY
- OPEN SPACE
- NATURAL AREA
- TREE PRESERVATION FENCE



**NOVARA PUD SUBDIVISION
 DEVELOPMENT PLAN**
 Franklin, Williamson County, Tennessee

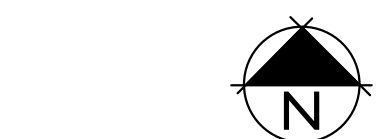


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DEVELOPMENT PLAN**
Franklin, Williamson County, Tennessee



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SPECIMEN TREE LIST

NUMBER	DIAMETER (INCHES)	SPECIES	REMOVED
1	24	MAPLE	
2	28	CHERRY	
3	24	MAPLE	
4	24	CHERRY	
5	26	CHERRY	
6	32	HICKORY	
7	24	HICKORY	
8	26	CHERRY	
9	24	MAPLE	
10	24	CHERRY	
11	24	OAK	
12	26	CHERRY	
13	24	CHERRY	
14	42	CHERRY	
15	28	OAK	
16	24	HICKORY	
17	48	OAK	
18	36	MAPLE	X
19	30	HICKORY	X
20	26	HICKORY	X
21	26	OAK	X
22	26	HACKBERRY	X
23	28	HICKORY	X
24	48	HACKBERRY	X
25	26	OAK	
26	28	HICKORY	X
27	26	OAK	X
28	24	OAK	X
29	24	MAPLE	X
30	24	CHERRY	X
31	26	CHERRY	X
32	26	MAPLE	X
33	24	WILLOW	X
34	24	WILLOW	X
35	24	SYCAMORE	X
36	24	HACKBERRY	X
37	24	HACKBERRY	X
38	28	HACKBERRY	X
39	36	OAK	X
40	24	HACKBERRY	X
41	38	HACKBERRY	X
42	34	HACKBERRY	X
43	36	HACKBERRY	X
44	26	HACKBERRY	X
TOTAL	1,238"		740"

TOTAL HEALTHY INCHES REMOVED: 740"
TOTAL REPLACEMENT INCHES REQUIRED: 1,480"

TREE CANOPY RETENTION

OVERALL SITE AREA = 1,283,278 SF (29.46 AC)

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY: 149,460 SF: 3.43 AC (11.6 % OF SITE)
REQUIRED CANOPY PRESERVATION: 54% (80,708 SF: 1.85 AC)
PROVIDED CANOPY PRESERVATION: 80,724 SF: 1.85 AC (54% OF EXISTING)

KEY

- EXISTING CANOPY
- PRESERVED CANOPY
- TREE PRESERVATION FENCE

SITE DATA CHART

PROJECT NAME: NOVARA PUD SUBDIVISION, DEVELOPMENT PLAN
PROJECT NUMBER: 7967
ADDRESS: 4080 CLOVERCROFT ROAD, FRANKLIN, TN
PARCEL(S): MAP 080, PARCEL 00602
ACREAGE / SF OF SITE: 29.46 AC / 1,283,278 SF
VESTING (IF APPLICABLE): XXXX
BASE ZONING: ESTATE RESIDENTIAL (ER)
PROPOSED ZONING: PLANNED DISTRICT (PD)
(2.61 DUA)
ZONING OVERLAY: 500' HHO BUFFER
DESIGN CONCEPT: MIXED RESIDENTIAL
BUILDING TYPES APPLIED: SINGLE-FAMILY RESIDENTIAL
BUILDING HEIGHT: 2.5 STORIES
FRONTAGE TYPES APPLIED: LANDSCAPE
LOT WIDTH (RESIDENTIAL): 65' LOTS
40' LOTS
LOT SIZE (RESIDENTIAL): 65' - 8,440 SF MIN.
40' - 4,800 SF MIN.

SETBACKS:
40' LOTS -
FRONT: 10'
SIDE: 5'
SIDE STREET: 10'
REAR: 22'

65' LOTS -
FRONT: 15'
SIDE: 5'
SIDE STREET: 10'
REAR: 20'

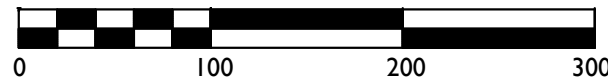
DWELLING UNIT COUNT (BY TYPE):
SINGLE -FAMILY: 77
65' LOTS: 38
40' LOTS: 39

MINIMUM LSA: 20% (5.89 AC)
OPEN SPACE REQUIRED: 5% (1.47 AC)
NATURAL AREA REQUIRED: 10% (2.95 AC)
TREE CANOPY RETENTION REQ: 1.84 AC
TREE CANOPY RETENTION PROV: 1.87 AC

PARKING REQUIRED (BY USE): 154 PARKING SPACES
SINGLE-FAMILY
77 - SINGLE-FAMILY (2 PER LOT) - 154
TOTAL REQUIRED - 154
PARKING PROVIDED: 256 SPACES

PARKLAND IMPACT FEES:
77 UNITS X \$4,304.00 = 331,408.00
FEES SHALL BE PAID AT FINAL PLAT

HISTORIC RESOURCE
TREATMENT (Y/N): NO





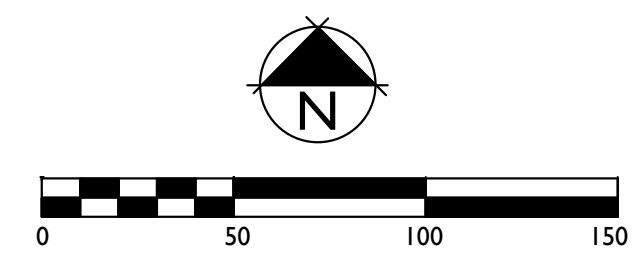
DUNROBIN DRIVE
(LOCAL SHEETS)

500' HHO BUFFER

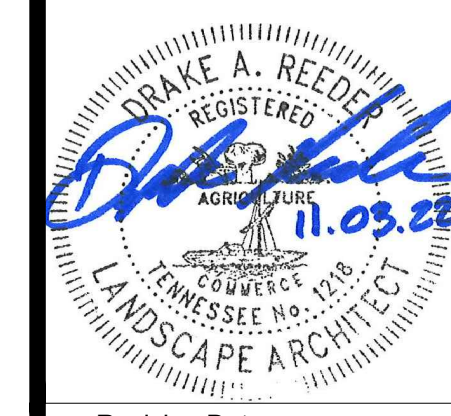
MATCH LINE 1 / SEE L1.1
MATCH LINE 2 / SEE L1.2

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NOVARA PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

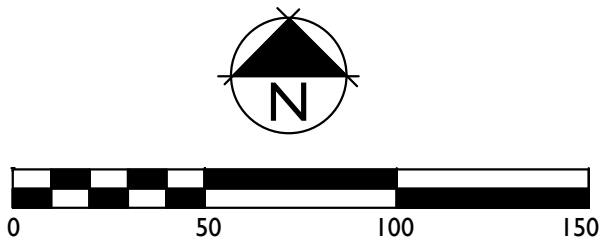


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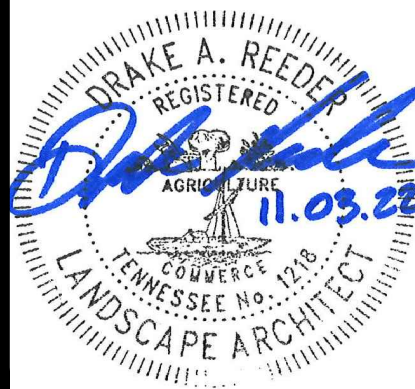
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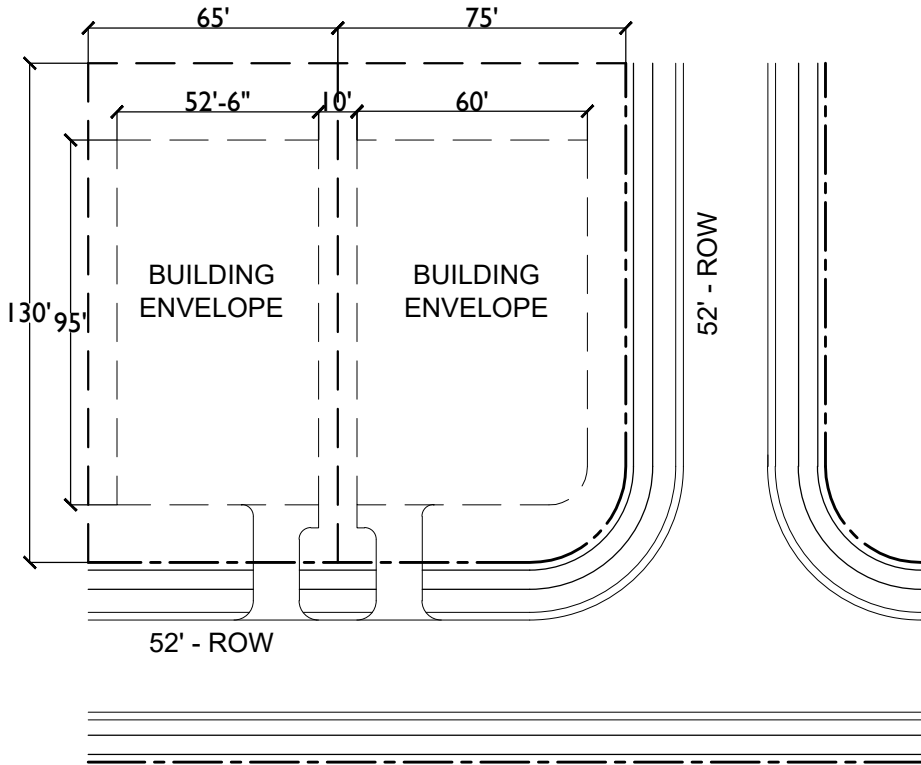


NOVARA PUD SUBDIVISION
DEVELOPMENT PLAN

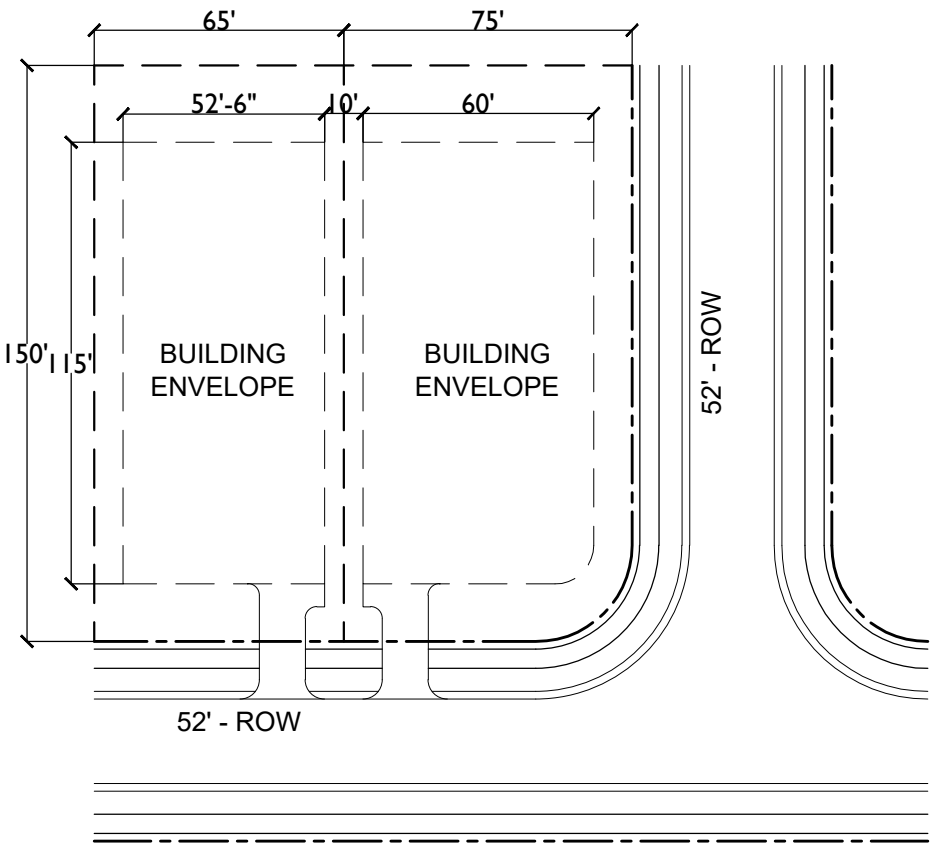
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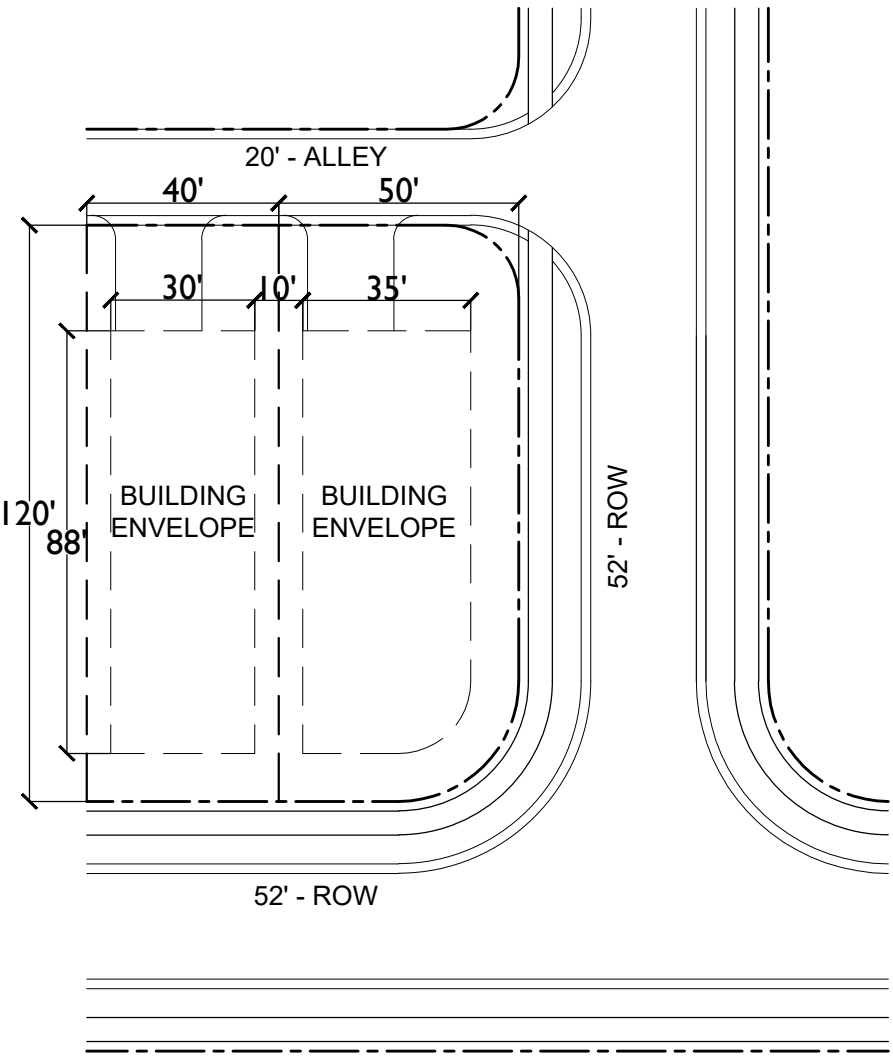
65' X 130' DETACHED
FRONT SETBACK: 15'
SIDE SETBACK: 5'
SIDE STREET SETBACK: 10'
REAR SETBACK: 20'



65' X 150'+ DETACHED
FRONT SETBACK: 15'
SIDE SETBACK: 5'
SIDE STREET SETBACK: 10'
REAR SETBACK: 20'

1
A1.0
65' FRONT-LOADED
CONCEPTUAL ELEVATIONS AND LOT DIAGRAMS

NTS



40' X 120' ALLEY-LOADED
FRONT SETBACK: 10'
SIDE SETBACK: 5'
SIDE STREET SETBACK: 10'
REAR SETBACK: 22'

2
A1.0
40' ALLEY-LOADED
CONCEPTUAL ELEVATIONS AND LOT DIAGRAMS

NTS

Proposed Development Plan - 4080 Clovercroft Road, Franklin, TN

We reside at 4084 Clovercroft Rd. We are not against development but we are against something of this high density being approved.

Something more appropriate would be 1 acre lots.

Clovercroft Road is a major failure by the city and county to allow this much traffic. With a development of 500 homes going in at 4099 Clovercroft and this proposal, it is totally a huge mistake.

We average 1 car a month in our front yard. All have been roll overs.

Additionally, it can take up to 5 min to get out of our driveway on work days.

Clovercroft road is a death trap somewhat like Arno Road and Wilson Pike.

At the meeting held for homeowners, Mr. Gamble told us that if his development, which would only be building single family homes, wasn't approved, the next buyer would be putting in townhomes or apartments.

We found that comment to be a threat and scare tactic to the residents, in order for him to get approval.

Please do not allow this development to proceed with such high density.

Patti and Bill Blandin



File #: 21-03728

DATE: December 5, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of COF Contract No. 2022-0247, With Clovercroft Holding, LLC Between The City Of Franklin For The Parkland Impact Fee And Construction Agreement For Novara PUD Subdivision

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Parkland and Construction Agreement of Novara PUD Subdivision consisting of Seventy-Seven (77) dwelling units.

BACKGROUND/STAFF COMMENTS:

The Owner is in the process of developing Williamson County Property Tax Assessor's Map 080 Parcel 00602 ("Development Project"), located in Parkland Quadrant One (1) of the City, consisting of Seventy-Seven (77) units on the property known as Novara PUD Subdivision; and the Owner intends to develop or cause the development of appurtenances and parkland amenities ("Parkland Project") consisting of pool, pool house, restrooms, Greenway trails, benches and formal plantings on approximately 29.46 acres, all as more particularly shown and described in Exhibits A and B.

FINANCIAL IMPACT:

Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City's Parkland Dedication Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405, "Ordinance"); and the Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit; and the total Parkland Impact Fee for the Owner is Three Hundred One Thousand Four Hundred and Eight and 00/100 Dollars (\$331,408.00) and the Owner shall pay Twenty-Five percent (25%) of the Total Parkland Impact Fee obligation at the recording of the first final plat or the issuance of the first building permit if a plat is not required. The Owner has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project. The estimated amount of such eligible costs, and the potential offset, is to be Two Hundred Fourty-Eight Thousand Five Hundred Fifty-Six and 00/100 Dollars (\$248,556.00). The Owner has agreed to construct the Private Parkland Projects as illustrated in Exhibits A and B subject to the terms and conditions set forth herein. The Parkland Project as illustrated in Exhibits A and B shall undergo further design and development which may change the size and location of the amenities as

currently shown. However, the Project shall not be altered in any way that modifies the nature and type of use as contemplated in the Agreement as of the date hereof, without the express prior written consent of the City.

RECOMMENDATION:

Staff recommends the Board of Mayor and Aldermen approve COF Contract No. 2022-0247.

**PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND CLOVERCROFT
HOLDING LLC.
CONTRACT NO. 2022-0247**

This PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT (“Agreement”), made and entered into this ____ day of _____ 2022 by and between THE CITY OF FRANKLIN, TENNESSEE (“City”) and Clovercroft Holding LLC., developer of that certain land known as Novara PUD Subdivision in Williamson County, Tennessee, as more particularly described in Exhibit A attached hereto (“Owner”) pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code.

WITNESSETH:

WHEREAS, Owner is in the process of developing Williamson County Property Tax Assessor’s Map 080 Parcel 00602 (“Development Project”), located in Parkland Quadrant One (1) of the City, consisting of SEVENTY-SEVEN (77) UNITS on the property known as Novara PUD Subdivision; and

WHEREAS, Owner intends to develop or cause the development of appurtenances and parkland amenities (“Parkland Project”) consisting of a pool on approximately 29.46 acres, all as more particularly shown and described on Exhibit A; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City’s Parkland Dedication Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405, “Ordinance”); and

WHEREAS, the Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit; and

WHEREAS, the total Parkland Impact Fee for Owner is \$331,408.00 (THREE HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED AND EIGHT and 00/100 Dollars; and

WHEREAS, Owner shall pay Twenty-Five percent (25%) of the Total Parkland Impact Fee obligation at the recording of the first final plat or the issuance of the first building permit when a plat is not required for any property that includes a structure with dwelling units, and the remaining Seventy-Five percent (75%) shall be paid per permit in the pro-rated amount of Three Thousand Two Hundred Twenty-Eight and 00/100 (\$3,228.00) until such time the total obligation has been satisfied; and

WHEREAS, Owner has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project. The estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director, or designee, on September 30, 2022, to be TWO HUNDRED FOURTY-EIGHT THOUSAND FIVE HUNDRED FIFTY-SIX and 00/100 Dollars (\$248,556.00); and

WHEREAS, Owner has agreed to construct the Private Parkland Project as illustrated on Exhibits A and B and described in detail below for the future private enjoyment free of charge, subject to the terms and conditions set forth herein; and

WHEREAS, the Parkland Project as illustrated in Exhibits A and B shall undergo further design

and development which may change the size and location of the amenities as currently shown. However, the Projects shall not be altered in any way that modifies the nature and type of use as contemplated in this Agreement as of the date hereof, without the express prior written consent of the City (which shall not be unreasonably withheld, conditioned, or delayed).

NOW, THEREFORE, in consideration of the terms, conditions, and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT FOR PARKLAND CONSTRUCTION AND DEDICATION

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Owner agrees to and has attached all pertinent exhibits to this contract prior to the first submittal of this Agreement to the City for review. Owner further understands that failure to provide all pertinent exhibits prior to the first submittal of this Agreement for review will result in a delay in the agreement approval process.
3. Owner agrees to provide the City of Franklin with a Certificate of Liability Insurance evidencing General Liability insurance at \$1,000,000 per occurrence and \$2,000,000 aggregate limits that shall reflect the City of Franklin as Certificate Holder. Owner shall provide this Certificate of Liability Insurance prior to the signing of this agreement and shall provide an updated Certificate of Liability Insurance as General Liability insurance renews or changes throughout the term of this Agreement.
4. The total estimated cost of land and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to construct the Projects is FIVE HUNDRED AND FIFTY THOUSAND and 00/100 Dollars (\$550,000.00), as more particularly described in Exhibit B, and the estimated total offset to Owner is TWO HUNDRED FOURTY-EIGHT THOUSAND FIVE HUNDRED FIFTY-SIX and 00/100 Dollars (\$248,556.00) upon submittal and approval of supporting documentation. Costs for the Private Project Amenities, including land value as determined by the predetermined land value in the Ordinance, shall be valued at Fifty Percent (50%) of the total costs. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the development.
5. As provided in Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does not exceed the total Parkland Impact Fees due for the Development Project.
6. Owner shall be responsible for the location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocation or protecting public utilities.
7. All improvements, uses, and activities shall comply with the policies established by the City of Franklin Zoning Ordinance and Municipal Code and with the terms and conditions of this agreement.
8. Upon Completion, and prior to acceptance, of the Parkland Project improvements, Owner shall provide reasonable documentation for all such costs and provide notarized release of liens.

9. **Naming Rights.** The policy of the City is to reserve naming or renaming of City assets to those circumstances which tradition and practice have shown to best serve the interest of the City and assure a worthy and enduring legacy for the City.
10. **Organized Events.** If an event requires a Special Event Permit, Owner or the sponsoring entity must obtain the permit from the City prior to the event occurring on the Parkland Project area.
11. **Final as-built plans** shall be submitted immediately following completion of construction activities. If the project is developed in phases, as-built plans for each phase shall be submitted once the work is complete in that phase. Acceptance of Parkland dedication and construction projects will not be issued until satisfactory as-built plans have been approved by the Parks Department Director and the City Engineer. All aspects of the project that have been affected by construction shall be verified and appear on the as-built plans. This would include, but is not limited to the following items:
 - All property lines and easements
 - New and Existing structures (include restrooms, playground equipment, trail/multi-use paths, trail heads, pavilions, pools, etc.)
 - Location of all “as-built” work with station and offsets
 - Height and location of all fences, walls, screens, trees, and hedges over 42” tall
 - All commercial driveways, paved areas, and required parking spaces
 - All concealed components with station and offsets (include known buried cables, utilities, drainage structures, etc.)
 - All utilities
 - File formats shall be in a *.PDF along with either *.DWG, *.DXF, *.DGN, or AutoDAGr14
 - Two paper sets

*Note: on all sheets referencing the Tennessee State Plane Coordination System, Zone 5301, Fipszone 4100; NAD 83 datum.

Concealed components will require documented proof to be submitted with the as-built plans in the form of a certified construction log that has been generated by the design engineer. As-built plans are required to be endorsed by a Tennessee registered professional engineer and or a registered land surveyor.
12. In the case of emergency situations where an unplanned disturbance of the trees, landscaping, and/or the Parkland Project occurs due to natural disaster, The City will perform emergency infrastructure repairs or conduct a public safety/emergency response. The City will minimize the disturbance to the extent feasible and will act swiftly for the purposes of health, safety, and welfare of the users. The City will bring the site back to substantially similar condition as soon as practicable, subject to budgetary constraints, other priorities that serve the public health, safety, and welfare, seasonal limitations for replacement or planting, and weather delays.
13. The Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
14. This Agreement is non-transferable to the successors or assigns of Owner unless the successor assumes the same obligations of Owner in writing. Any assignment, in whole or in part, shall be provided to the City within fifteen (15) days after the transfer of the Development Project and must be approved by the City’s Board of Mayor and

Aldermen.

15. Owner shall exercise the rights, privileges, and permission granted herein at Owner's own risk. Owner shall not claim any damages from the City for any injuries or damages, including death, due to the exercise of such rights, privileges, or permission or the condition or use of the non-exclusive, all-access public easement. Owner shall not be precluded from damages directly resulting from the gross negligence or willful misconduct by the City and its Mayor, Aldermen, officers, employees, officials, and agents. Owner shall indemnify and hold harmless the City, its Mayor, Aldermen, officers, employees, officials, and agents, from and against all claims, actual damages, actual losses, and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected with the failure of Owner to comply with any of the provisions herein or with the City's direction to remove and/or maintain any trees, landscaping, or portions of the Parkland Project depicted in Exhibits A and B. The City shall not be liable to Owner should Owner's use of the property be hindered or disturbed. The City will not be liable to Owner for any reason not specifically stated herein.
16. The City and Owner agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
17. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
18. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

City of Franklin
Attn: Mark Hilty, ACA
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of Owner:

Clovercroft Holding LLC.
John Swift
1211 Martin Street
Nashville, TN 37203
615-416-2799

Randy Arnold
1612 Westgate Circle, Suite 222
Brentwood, TN 37027
615-236-9133

19. This agreement shall be recorded with the Williamson County Register of Deeds with a copy maintained in the City Recorder's office in City Hall, 109 Third Avenue South, Franklin, TN 37064. Upon completion of this agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.
20. This Agreement constitutes the entire agreement between the parties. There are no other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only be an instrument of equal formality signed by the respective parties.

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**
No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Owner or successor or on any obligations hereunder; provided, however, the City shall remain liable to Owner for its gross negligence and willful misconduct. The City shall only look to Owner and the Development Project for the enforcement of Owner's obligations hereunder. None of the trustees, officers, directors, employees, members, owners, partners, or shareholders of Owner or any direct or indirect owner of Owner shall have any personal liability for any of the liability or obligations of Owner in connection herewith.
2. **Warranties /Limitation of Liability/Waiver.**
The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Owner to limit its liability shall be void and unenforceable.
3. **Severability.**
If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

[Signature pages follow next]

IN WITNESS WHEREOF the said parties have hereunto set their signatures, on this day and date first above written.

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Eric S. Stuckey, City Administrator

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, _____, a Notary Public of said State and County, personally appeared, Dr. Ken Moore and Eric S. Stuckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and where, upon oath, Dr. Ken Moore acknowledged himself to be Mayor and Eric S. Stuckey acknowledged himself to be City Administrator of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
Jeana Hendrix
Staff Attorney

Owner

By: [Signature]
Name: Randy Arnold
Title: owner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Tennessee
COUNTY OF Williamson

On December 5th 2022, before me, Robert Rispoli,
Notary Public, personally appeared Randy Arnold who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Tennessee
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Robert Rispoli
NOTARY PUBLIC

My Commission Expires: 8/17/2025





EXHIBIT B						
Novara Parkland Dedication						
Description		Quantity	Units	Cost/Unit	Impact Fee	
Proposed Units		77	Units	\$4,304.00	\$331,408.00	
25% Parkland Fee Payment:					\$82,852.00	
75% Parkland Off Set Eligibility:					\$248,556.00	
Parkland Reimbursement Cost						
Key	Description	Quantity	Notes	Units	Cost/Unit	Total
Design/Planning/Engineering (Professional Services)						
	Landscape Architect Design Fees, Project Construction Administration Fees, Misc.			1	5% Allowance	\$25,000.00
	Engineering / Architect Design Fees, Project Administration Fees, Misc.			1	5% Allowance	\$25,000.00
Public Parkland, 100% Reimbursement [Public Access, Public Maintained]						
N/A	None Proposed					
Private Parkland, 50% Reimbursement For Construction Cost						
Neighborhood Amenity Construction Cost Offsets						
	Pool				Estimate/Allowance	\$500,000.00
					Total Design Fees	\$50,000.00
					Total Private Parkland Construction Cost:	\$500,000.00
					Total Private Parkland Cost (Design + Construction):	\$550,000.00
Parkland Offset Summary						
Total Parkland Impact Fees						\$331,408.00
Maximum Parkland Offset Eligibility (Max 75% of Total Parkland Impact Fee):						\$248,556.00
Total Proposed Parkland Expenditure						\$550,000.00
Maximum Eligible Reimbursement						\$248,556.00



File #: 21-04090

DATE: December 13, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of COF Contract No. 2020-0132, With MarketStreet Management, LLC For The Parkland Impact Fee And Construction Agreement For East Works District

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Parkland Impact Fee and Construction Agreement for the development known as East Works District.

BACKGROUND/STAFF COMMENTS:

MarketStreet is in the process of developing One Thousand Six Hundred Twenty-Four (1,624) Dwelling Units on Williamson County Tax Map 53, Parcel 142.00 (the "Development Project"), consisting of a vertical mixed-use development. MarksetStreet intends to develop or cause the development of parks, courtyards, plazas and pool amenities as more particularly shown in Exhibits A and B (hereinafter "Private Parkland Projects").

FINANCIAL IMPACT:

Parkland Impact Fees and Dedication requirements are based on the mathematical formulas and allocations set forth in the City's Parkland Dedication Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405, and hereinafter, "Ordinance"). The Parkland Impact Fee as set forth in the Ordinance is Four-Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit. The total Parkland Impact Fee obligation for this project is Six Million Nine Hundred Eighty-Nine Thousand Six Hundred Ninety-Six and 00/100 Dollars (\$6,989,696.00). MarketStreet shall pay twenty-five percent (25%) of the total Parkland Impact Fee obligation at the recording of the first final plat or the issuance of the first building permit when a plat is not required for any property that includes a structure with Dwelling Units, and the remaining seventy-five percent (75%) shall be paid per permit in the pro-rated amount of Three thousand Two Hundred Twenty-Eight and 00/100 Dollars (\$3,228.00).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2020-0132.

**PARKLAND IMPACT FEE, CONSTRUCTION, AND DEDICATION AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND MARKETSTREET MANAGEMENT, LLC**

CONTRACT NO. 2020-0132

PARKLAND IMPACT FEE AND Private Parkland Projects (this "Agreement"), made and entered into this ____ day of _____ 2020 by and between THE CITY OF FRANKLIN, TENNESSEE (hereinafter "City") and MarketStreet Management, LLC (hereinafter "MarketStreet") pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code, and MarketStreet as owner of that certain land known as East Works District in Williamson County, Tennessee, and City join herein for the sole purpose of consenting to and approving this Agreement, and hereby consent to and approve this Agreement.

WITNESSETH:

WHEREAS, MarketStreet is in the process of developing One Thousand Six Hundred Twenty-Four (1,624) Dwelling Units on Williamson County Tax Map 53, Parcel 142.00 (the "Development Project"), consisting of a vertical mixed-use development. MarketStreet intends to develop or cause the development of parks, courtyards, plazas and pool amenities as more particularly shown on Exhibit A and B (hereinafter "Private Parkland Projects"); and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City's Parkland Dedication Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405, and hereinafter, "Ordinance"); and

WHEREAS, the Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit; and

WHEREAS, the total Parkland Impact Fee obligation for this project is Six Million Nine Hundred Eighty-Nine Thousand Six Hundred Ninety-Six and 00/100 Dollars (\$6,989,696.00); and

WHEREAS, MarketStreet shall pay twenty-five percent (25%) of the total Parkland Impact Fee obligation at the recording of the first final plat or the issuance of the first building permit when a plat is not required for any property that includes a structure with Dwelling Units, and the remaining seventy-five percent (75%) shall be paid per permit in the pro-rated amount of Three Thousand Two Hundred Twenty-Eight and 00/100 Dollars (\$3,228.00); and

WHEREAS, pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code MarketStreet has agreed to the Private Parkland Projects located within multiple locations throughout the East Works District development as approved by the City of Franklin, all as more particularly shown and described on Exhibit A attached hereto; and

WHEREAS, the Private Parkland Projects encompasses approximately 3.29 acres of land on property known as East Works District property, all as more particularly shown and described on Exhibit A attached hereto; and

WHEREAS, MarketStreet has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project, and the estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director,

or designee, on May 5, 2020, to be Three Million Four Hundred Ninety-Four Thousand Eight Hundred Forty-Eight and 00/100 Dollars (\$3,494,848.00); and

WHEREAS, Private Parkland Projects as illustrated in the approved Exhibit A and B shall undergo further design development which may change the size and location of the amenities as currently shown. However, Private Parkland Projects shall not be altered in any way that modifies the nature and type of use as contemplated in this Agreement as of the date hereof, without the express prior written consent of the City (which shall not be unreasonably withheld, conditioned or delayed).

NOW, THEREFORE, in consideration of the terms, conditions, and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT FOR PARKLAND CONSTRUCTION AND DEDICATION

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. MarketStreet agrees to and has attached all pertinent exhibits to this contract prior to the first submittal of this agreement to the City for review. MarketStreet further understands that failure to provide all pertinent exhibits prior to the first submittal of this agreement for review will result in a delay in the agreement approval process.
3. This Agreement is based on MarketStreet's application for 1,624 dwelling units. If the development plan is at any time revised to reduce the number of dwelling units, or if the development plan expires without provision for reinstatement, and the Parkland Impact Fee for dwelling units actually constructed is less than the amounts contemplated in this Agreement, MarketStreet may apply for and receive a refund from the City for any excess fee amounts paid. MarketStreet and the City agree that MarketStreet shall be eligible and shall receive an offset of applicable Parkland Impact Fees as hereafter set forth for the Private Parkland Projects, dedication of land and easements, and associated improvements as illustrated in Exhibits A and B, and as allowed under Title 25, Chapter 4 of the City of Franklin Municipal Code.
4. The total estimated cost of land and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to construct the Private Parkland Projects as itemized in attached Exhibit A is Eight Million Two Hundred Fifty-Eight Thousand Four Hundred Sixty-Five and 00/100 Dollars (\$8,258,465.00) and the estimated total offset to MarketStreet is Three Million Four Hundred Ninety-Four Thousand Eight Hundred Forty-Eight and 00/100 Dollars (\$3,494,848.00) upon submittal and approval of supporting documentation. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, and cost for utility relocations.
5. Pursuant to Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does and shall not exceed the total Parkland Impact Fees due for the Development Project.
6. MarketStreet shall be responsible for that location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocation or protecting public utilities.

7. All improvements, uses, and activities shall comply with the policies established by the City of Franklin Zoning Ordinance and Municipal Code with the terms and conditions of this Agreement.
8. Upon completion, and prior to acceptance, of Private Parkland Projects improvements, MarketStreet will provide reasonable documentation for all such costs and provide notarized release of liens.
9. Final as-built plans shall be submitted immediately following completion of construction activities. If the project is developed in phases, as-built plans for each phase shall be submitted once the work is complete in that phase. Acceptance of Parkland dedication and construction projects will not be issued until satisfactory as-built plans have been approved by the Parks Department Director and the City Engineer. All aspects of the project that have been affected by construction shall be verified and appear on the as-built plans. This would include, but is not limited to the following items:
 - All property lines and easements
 - New and Existing structures (include restrooms, playground equipment, trail/multi-use paths, trail heads, pavilions, pools, etc.)
 - Location of all "as-built" work with station and offsets
 - Height and location of all fences, walls, screens, trees, and hedges over 42" tall
 - All commercial driveways, paved areas, and required parking spaces
 - All concealed components with station and offsets (include known buried cables, utilities, drainage structures, etc.)
 - All utilities
 - File formats shall be in a *.PDF along with either *.DWG, *.DXF, *.DGN, or AutoDACC14
 - Two paper sets

*Note: on all sheets referencing the Tennessee State Plane Coordination System, Zone 5301, Fipszone 4100; NAD 83 datum.

Concealed components will require documented proof to be submitted with the as-built plans in the form of a certified construction log that has been generated by the design engineer. As-built plans are required to be endorsed by a Tennessee registered professional engineer and or a registered land surveyor.
10. The permission granted by the Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
11. This Agreement is non-transferable to the successors or assigns of MarketStreet unless the successor assumes the same obligations of MarketStreet in writing. This Agreement is non-transferable to the successors or assigns of MarketStreet unless the successor assumes the same obligations of MarketStreet in writing. Such assignment shall be provided to the City within fifteen (15) days after the transfer of the Development Project. Upon assignment, MarketStreet shall be relieved from any and all further liability under this Agreement, including, without limitation, pursuant to Section 18 hereof.
12. MarketStreet shall exercise the rights, privileges, and permission granted herein at MarketStreet's own risk. MarketStreet shall not claim any damages from the City for any injuries or damages, including death, about or because of the exercise of such rights, privileges, or permission, the condition of the non-exclusive, all-access public easement or the use of the non-exclusive, all-access public easement excluding gross negligence or willful

misconduct by the City and its Mayor, Aldermen, officers, employees, officials, and agents. MarketStreet shall indemnify and hold harmless the City, its Mayor, Aldermen, officers, employees, officials, and agents, from and against all claims, actual damages, actual losses, and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected with the failure of MarketStreet to comply with any of the provisions herein, or with the City's direction to remove and/or maintain any trees, landscaping, or portions of the Private Parkland Projects depicted in Exhibits A and B. The City shall not be liable to MarketStreet should MarketStreet's use of the property be hindered or disturbed. The City will not be liable to MarketStreet for any reason not specifically stated herein.

13. The City and MarketStreet agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
14. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
15. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

City of Franklin
Attn: Vernon J. Gerth, ACA
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of MarketStreet:

MarketStreet Enterprises
Attn: Dirk Melton
124 12th Avenue South
Suite 600
Nashville, TN 37203

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16. This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

II. General Terms and Conditions

1. Personal Liability.

No member, Mayor, Alderman, official, or employee of the City shall be personally liable to MarketStreet or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to MarketStreet or successor or on any obligations hereunder; provided, however, the City shall remain liable to MarketStreet for its gross negligence and willful misconduct. The City shall only look to MarketStreet and the Development Project for the enforcement of MarketStreet's obligations hereunder. None of the trustees, officers, directors, employees, members, owners, partners, or shareholders of MarketStreet or any direct or indirect owner of MarketStreet shall have any personal liability for any of the liability or obligations of MarketStreet in connection herewith.

2. Warranties /Limitation of Liability/Waiver.

The City reserves all rights afforded to local governments under law for all general and implied

Prepared by:
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by MarketStreet to limit its liability shall be void and unenforceable.

3. **Severability.**
If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

[Signature pages follow next]

Prepared by:
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

IN WITNESS WHEREOF the said parties have hereunto set their signatures, on this day and date first above written.

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Eric S. Stuckey, City Administrator

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, _____, a Notary Public of said State and County, personally appeared, Dr. Ken Moore and Eric S. Stuckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and where, upon oath, Dr. Ken Moore acknowledged himself to be Mayor and Eric S. Stuckey acknowledged himself to be City Administrator of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
Maricruz R. Fincher,
Staff Attorney

MARKETSTREET

By: [Signature]

Name: DIRK MELTON

Title: DEVELOPMENT DIRECTOR

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF TN)

COUNTY OF Davidson)

On December 12, 2022, before me, Melissa S. Phillips,
Notary Public, personally appeared Dirk P. Melton who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Tennessee that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melissa S. Phillips (seal)

Signature

My Commission Expires: March 3, 2026



Prepared by:
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

APPENDIX A:

EXHIBITS

RAGAN SMITH
LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
17700 WILSON AVENUE
SUITE 100
MILLERSVILLE, MD 21104
(410) 341-7700
www.ragan-smith.com

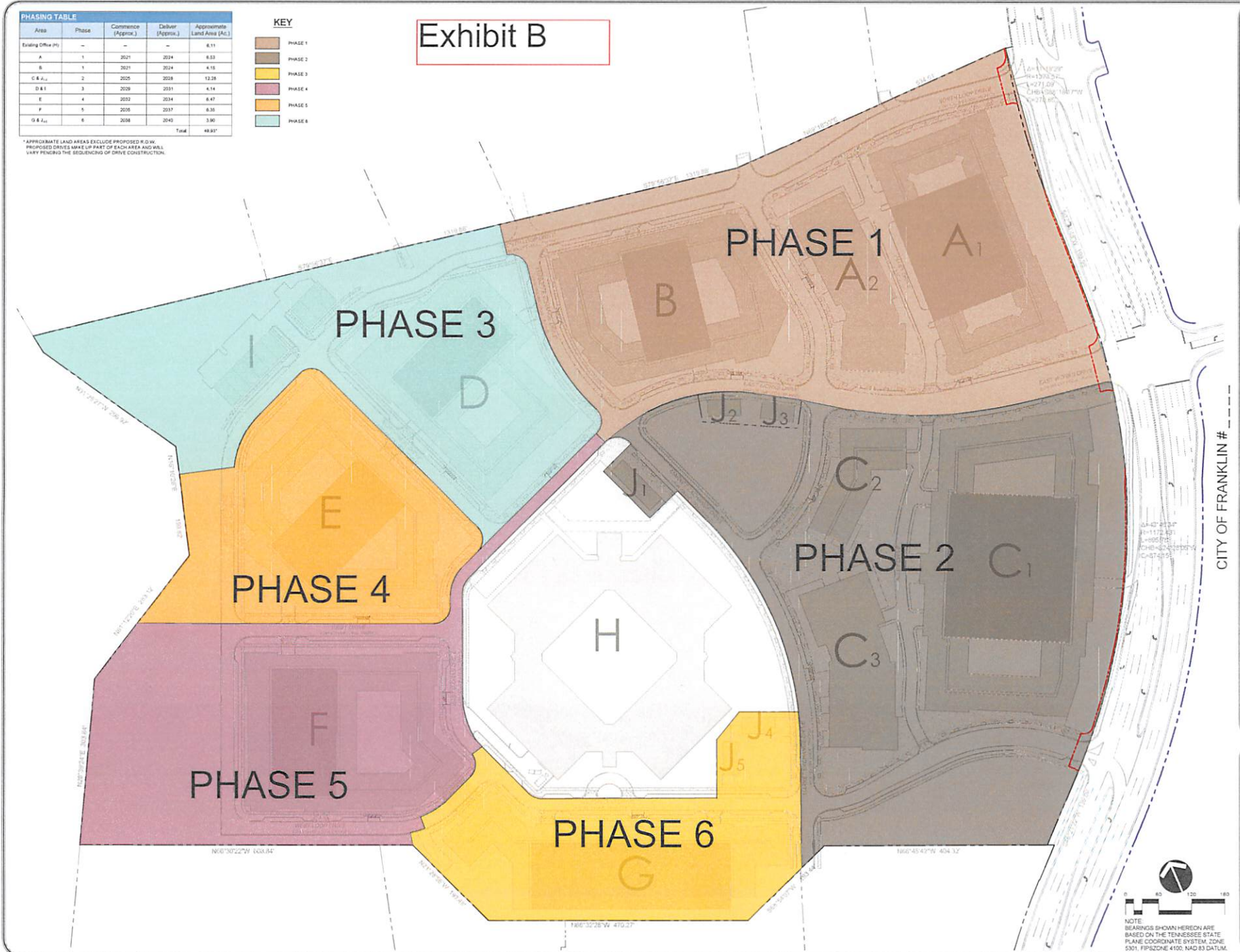
PHASING TABLE				
Area	Phase	Commence (Approx.)	Deliver (Approx.)	Approximate Land Area (Ac.)
Existing Office (H)	—	—	—	6.11
A	1	2021	2024	6.53
B	1	2021	2024	4.15
C & J ₁	2	2025	2028	12.28
D & I	3	2029	2031	4.14
E	4	2032	2034	6.47
F	5	2035	2037	6.35
G & J ₂	6	2038	2040	3.90
Total				49.93*

* APPROXIMATE LAND AREAS EXCLUDE PROPOSED R.O.W.
PROPOSED DRIVES MAKE UP PART OF EACH AREA AND WILL VARY PENDING THE SEQUENCING OF DRIVE CONSTRUCTION.

KEY



Exhibit B



RAGAN SMITH
PLANNING & DESIGN
LANDSCAPE ARCHITECTURE & CIVIL ENGINEERING
1000 N. 10TH ST., SUITE 100
FRANKLIN, TN 37067
615.791.1234
www.ragan-smith.com



EAST WORKS DISTRICT
FOR
Market Street
ENTERPRISES

CITY OF FRANKLIN #

PROJECT NO.	0382
DESIGNED BY	S. BERNICK
DRAWN BY	S. BERNICK
SCALE	1"=40'
DATE	MARCH 30, 2021
REVISION	

CONCEPTUAL PHASING PLAN
C6.0



File #: 21-03980

DATE: December 27, 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:

*Consideration Of Ordinance 2022-40, An Ordinance Revising Section 106 And Section 207 Of Title 18 Water And Sewers And Appendix A, Comprehensive Fees And Penalties Chapter 18 For Revision To The Impact Fees To The Franklin Municipal Code. Establishing A Public Hearing On February 14, 2023

WS 2/22/22; 3/22/22; 9/27/22; 10/11/22; 11/8/22; 11/28/22

BOMA 12/13/22, 6-0 to defer to 1/10/23

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2022-40 to Chapter 18 of the City's Municipal Code.

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 Ordinance will increase sewer impact fees by 25% of the proposed impact fee amount and provide full implementation of the proposed water impact fees.

The basis of the water and sewer impact fees will move from meter size to system demand based on single family unit equivalents (SFUE).

FINANCIAL IMPACT:

Impact fees for new water connections will be calculated at \$3,624 per SFUE and new sewer connections will be calculated at \$6,837 per SFUE.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2022-40 revising Title 18 and Appendix A of the City's Municipal Code on the First Reading.

ORDINANCE 2022-40

AN ORDINANCE TO AMEND TITLE 18 – WATER AND SEWERS OF THE FRANKLIN MUNICIPAL CODE FOR PROVIDING EQUITABLE FEE STRUCTURE FOR THE WATER AND SANITARY SEWER IMPACT FEES STRUCTURE AND UPDATED INSTALLATION FEES AND TO MODIFY APPENDIX A, COMPREHENSIVE FEES AND PENALTIES IN SUPPORT OF THE MODIFICATIONS TO TITLE 18

WHEREAS, for promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards that encourage and advance the quality of life within the City; and

WHEREAS, in its legislative judgment, the Board of Mayor and Aldermen has found that ordinances and policies that regulate land use, guide the maintenance of the City's infrastructure, and delivery of essential services must be dynamic and modified from time to time to reflect changes in best practices, model codes, land and labor costs, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, the Franklin Board of Mayor and Aldermen have, on behalf of the citizens of Franklin, invested in public water and sanitary sewer systems to accommodate the continued growth of the City; and

WHEREAS, the City of Franklin is endeavoring to equitably charge for the required capacity needed for continued growth of the distribution and collection systems and treatment facilities to match the growing populations; and

WHEREAS, the City of Franklin desires to charge fees for such funding to aptly respond to ongoing and shifting capital investment needs; and

WHEREAS, the Board of Mayor and Aldermen find that this action to be in the best interest of the City.

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

SECTION I: Title 18, Chapter 1 Section 18-106 is hereby amended by deleting the sections listed below in their entirety and replacing as follows:

Sec. 18-106. Assessment and collection of impact fees.

Before a new connection is made to the water system or an existing customer increases requirements by expansion of the original served facilities, fees shall be assessed and collected by the City.

The impact fee and installation fee for all customers is assessed and shall be paid prior to the issuance of a building permit.

The impact fee shall be based on a single-family unit equivalent (SFUE) metric, with commercial or any other structure a multiple of that metric. The SFUE is defined as 350 gallons/day and is a conservative value used to account for diurnal capacities of the distribution system that is needed to provide customer's potable water.

For structures larger in capacity than a single-family house, the building square footage provided by the developer will be used to determine the occupancy loading for the structure. That occupancy loading will be converted to a load factor, which will then be used to calculate the SFUE metric which will provide the associated impact fee. Occupancy loads will be used in conjunction with the latest International Building Code as adopted by the Board of Mayor and Alderman. Refer to Appendix A, Comprehensive Fees and Penalties, for tables on the Occupancy Load Factor and Demand Factors.

The developer's engineer will initially calculate the impact fee based upon the square footage of the building and provide detailed calculations for review by the Director. While the design of the structure is refined, the impact fee calculation will be refined and reviewed against initial calculations for additions or deletions by the Director before the final fee is established. For a detailed description of the calculation process, refer to the most updated version of the Single-Family Unit Equivalent Handbook for Water Impact Fee Determination located on the Water Management Department's website. Once the SFUE has been determined, the developer will then submit the proposed meter size for approval by the Director.

If a conflict exists between the developer and the Department after final determination of the impact fee calculation, the developer must submit the following resources to support their reasoning to the Director:

- Clarifying information from recognized state or national publications.
- Records of similar uses and discrepant information.
- Information provided from other reliable sources approved by the Director.

The Director will have 30-days to review any disputed discrepancies to make a final determination. Where applicable, the charges as specified in Appendix A, Comprehensive Fees and Penalties, shall be collected by the City at the time the permit is issued.

These fees will be assessed for any connection inside or outside the corporate limits.

The City shall revise the road impact fee study and the schedule of impact fees at least once every five years, and may do so more frequently, based upon the growth and capacity requirements of water infrastructure, inflation, revised cost estimates for improvements, changes in availability or other funding sources, and such other factors as may be relevant.

PRIVATE FIRE HYDRANTS AND SPRINKLER SYSTEMS

For mains connecting to the City's distribution system, an impact fee for connection of private fire hydrants and sprinkler system lines to the city's lines shall be as specified in Appendix A, Comprehensive Fees and Penalties.

Radio-read meters will be required on all private fire hydrants and sprinkler systems, at the discretion of the City.

SECTION II: Title 18, Chapter 1 Section 18-206 is hereby amended by deleting the sections listed below in their entirety and replacing as follows:

Sec. 18-207. Sewer line access fee.

- (1) In order to provide additional funds for additions, replacements and improvements to the Franklin Wastewater System the City hereby establishes a wastewater impact fee, hereinafter referred to as the "impact fee." The impact fee shall be assessed to any person or entity connecting to the sanitary sewer lines or facilities of the City for furnishing sanitary sewer service to a new or expanded demand of residential or nonresidential sites.
- (2) For the purposes of this section, the point of connection to the system shall be that point at which any new line or service tap is connected to an existing line in the Franklin collection system. Such point may be remote from the site of the development or customer requiring service.
- (3) The impact fee shall be based on the anticipated wastewater discharge for the development. Such anticipated discharge shall be determined by the Director and shall be based on the single-family unit equivalent (SFUE) metric, with commercial or any other structure a multiple of that metric. The SFUE is defined as 350 gallons/day and is a conservative value used to account for diurnal capacities of the collection system that is needed to provide customers sewer service.

For structures larger in capacity than a single-family house, the building square footage provided by the Developer will be used to determine the occupancy loading for the structure. That occupancy loading will be converted to a load factor, which will then be used to calculate the SFUE metric which will provide the associated impact fee. Occupancy loads will be used in conjunction with the latest International Building Code as adopted by the Board of Mayor and Alderman. Refer to Appendix A, Comprehensive Fees and Penalties, for tables on the Occupancy Load Factor and Demand Factors.

The developer's engineer will initially calculate the impact fee based upon the square footage of the building and provide detailed calculations for review by the Director. While the design of the structure is refined, the impact fee calculation will be refined and reviewed against initial calculations for additions or deletions by the Director before the final fee is established. For a detailed description of the calculation process, refer to the most updated version of the Single-Family Unit Equivalent Handbook for Water Impact Fee Determination located on the Water Management Department's website.

If a conflict exists between the developer and the Department after final determination of the impact fee calculation, the developer must submit the following resources to support their reasoning to the Water Department:

- Clarifying information from recognized state or national publications.
- Records of similar uses and discrepant information.
- Information provided from other reliable sources approved by the Director.

The Director will have 30-days to review any disputed discrepancies to make a determination.

Where applicable, the charges as specified in Appendix A, Comprehensive Fees and Penalties, shall be collected by the City at the time the permit is issued.

These fees will be assessed for any connection inside or outside the corporate limits.

The City shall revise the road impact fee study and the schedule of impact fees at least once every five years, and may do so more frequently, based upon the growth and capacity requirements of wastewater infrastructure, inflation, revised cost estimates for improvements, changes in availability or other funding sources, and such other factors as may be relevant.

SECTION III: Appendix A – Comprehensive Fees and Penalties, Chapter 18 is hereby amended by adding the sections listed below and deleting Wastewater Impact Fee and Installation Fee in its entirety as follows:

APPENDIX A - COMPREHENSIVE FEES AND PENALTIES

CHAPTER 18. - WATER AND SEWERS

Occupancy Group Classifications, Load Factors, and Demand Factors

Occupancy Groups	Occupancy Load Factor (Occupancy load/sq-ft)	Demand Factor (gallon/person)
Assembly	20	3.25 ¹
Business	100	25 ²
Educational	50	4 ¹
Factory	500	25 ²
High Hazard	200	7 ¹
Institutional	100	7 ¹
Mercantile	30	7 ¹
Storage Group	300	25 ¹
Utility	300	25 ¹

1- TDEC Appendix 2-A, Design Basis for Wastewater Flow & Loading, page 2-50

2 - Metro Water Services Commercial Permit Handbook, Appendix 3

Residential Group Classifications & Demand Factors

Occupancy Group	Demand Factor (gallon/person)
R (Single-Family House)	350
R2 (Residential 2)	100
R2B1 (Residential 2, 1 bedroom apartment)	250
R2B2 (Residential 2, 2 bedroom apartment)	300
R2B3 (Residential 2, 3+ bedroom apartment)	250

Water Impact Fee

1 Single Family Unit Equivalent (350 gpd)	\$3,624
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Sewer Impact Fee

1 Single Family Unit Equivalent (350 gpd) ¹	\$6,837
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¹ Effective XXXX X, 2023

SECTION IV. 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

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:



IMPACT FEES

JANUARY 10, 2023

MICHELLE HATCHER, PE,
DIRECTOR

BRIAN GOODWIN, PE,
ASSISTANT DIRECTOR

WATER MANAGEMENT
DEPARTMENT

WATER – INVESTMENT / SFUE IN EXISTING DISTRIBUTION SYSTEM

EQUITY (BUY-IN) METHOD

Equivalent Residential Units (ERU)	20,094
(Total Design Capacity/Annual Usage/Residential Customer)	

	FY 2019
Distribution Plant Valuation	\$ 59,575,401
Less: Contributed Capital	\$ 19,918,384
Less: Distribution Bonds/Grants	\$ 2,639,704
Current Investment in Distribution Plant	<u>\$ 37,017,313</u>

Average Cost/ERU (Dist. Plant Investment/ERU)	\$ 1,842
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WATER INCREMENTAL COST (WTP)

INCREMENTAL COST METHOD

Capacity Investment	
Projected Treatment Capacity Investment	\$ 2,545,582
Projected Additional Capacity (500,000/day)	182,500,000
Annual Usage/Customer (Gals)	127,750
Percentage of Capacity	0.070000%
Average Cost/ERU	\$ 1,782

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 – INVESTMENT / SFUE IN EXISTING COLLECTION SYSTEM

EQUITY (BUY-IN) METHOD

Equivalent Residential Units (ERU)	30,434
(Total Design Capacity/Annual Usage/Residential Customer)	

	FY 2019
Collection Plant Valuation	\$ 156,078,134
Less: Contributed Capital	\$ 73,891,602
Less: Collection Bonds/Grants	\$ 9,413,088
Current Investment in Collection Plant	<u>\$ 72,773,444</u>

Average Cost/ERU (Coll. Plant Investment/ERU)	\$ 2,391
---	----------

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
Percentae 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:**
 - **July 1, 2023 = Current Impact Fee + 25% of Proposed Impact Fee = \$6,837**

Future Phases – implementation to be determined:

- **Phase 2 = Current Impact Fee + 50% of Proposed Impact Fee = \$10,130**
- **Phase 3 = Current Impact Fee + 75% of Proposed Impact Fee = \$13,423**
- **Phase 4 = Current Impact Fee + 100% of Proposed Impact Fee = \$16,719**



IMPACT FEES

NOVEMBER 28, 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
 - Including current treatment needs & future capacity needs (upgrade WTP, current WRF upgrade/expansion, and proposed South CWP)
 - 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.

BACKGROUND

- Current impact fees determined based upon water meter size (both City customers and non-City residents).
- Meter size is not an equitable capture of the impacts to the system based upon wastewater flow received in the collection system and water reclamation facility and the level of required treatment.
- How do we **accurately** and **equitably** predict the impact to the system?
- Impact fees not increased in at least 15-years.

EXISTING METER SIZE METHODOLOGY FOR IMPACT FEE DETERMINATION

	WATER	SEWER
Meter Size	Impact Fee	Impact Fee
3/4" and 5/8"	\$2,089.00	\$3,544.00
1"	\$8,358.00	\$14,175.00
1 1/2"	\$20,009.00	\$34,020.00
2"	\$26,745.00	\$45,360.00
3"	\$58,506.00	\$99,225.00
4"	\$83,580.00	\$141,750.00
6"	\$200,592.00	\$340,200.00
8"	\$250,740.00	\$425,250.00

- Current methodology by meter size incentivizes installation of an undersized meter rather than usage determined from actual occupancy groups.
 - Increasing stair stepped costs between meter sizes.
- Discourages the use of fire suppression systems (additional meter or larger meter).
- How do we appropriately plan for the impact to the system?

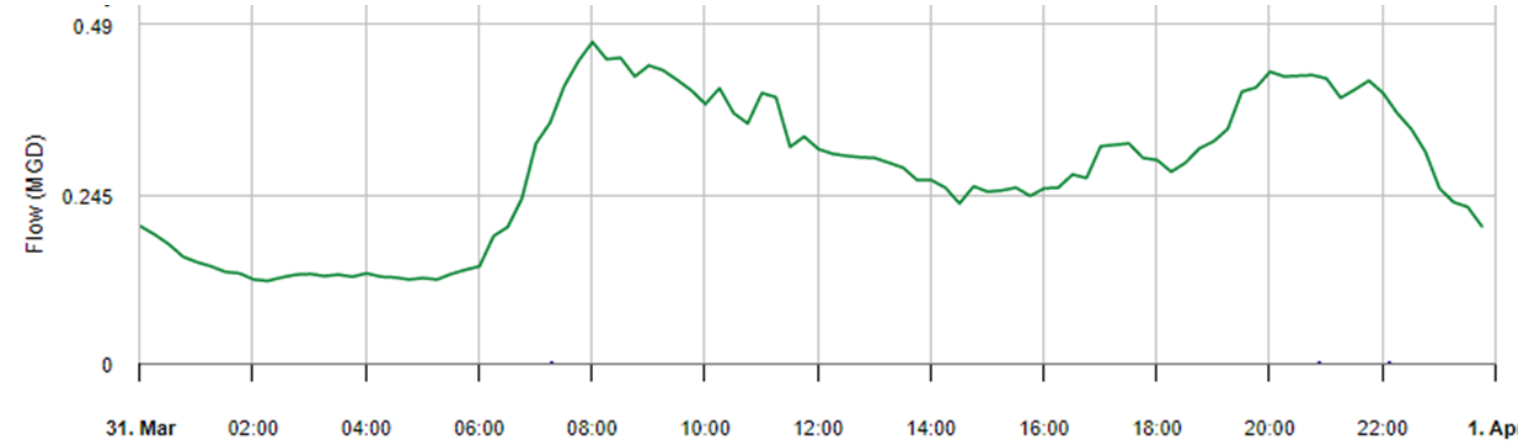
UNIT OF MEASURE (SFUE)

- Distribution and conveyance systems are sized based upon available capacity.
 - 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.

UNIT OF MEASURE (SFUE)

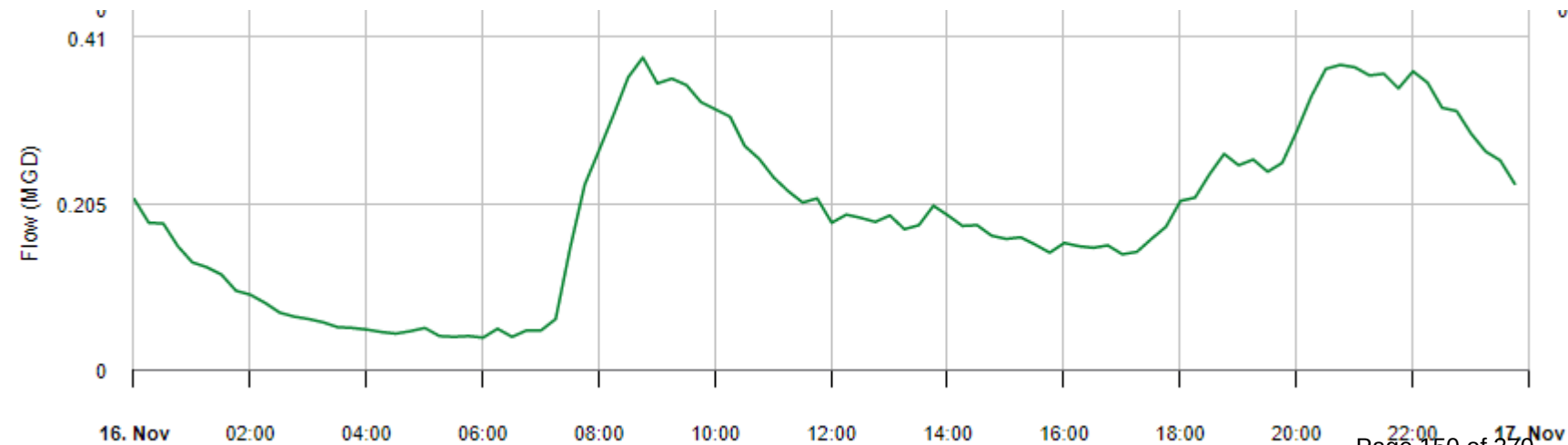
- Distribution and conveyance systems are sized based upon available capacity.
 - Diurnal demands peak in morning and evening based upon residential usage.
 - Water consumption (i.e. utility bills) are based off total consumption throughout the month, does not account for the peaking times when demand (water & sewer) is the highest.
- Example: TN Titans stadium (two football games/month), at half time the sewer system needs to be sized to accommodate the instantaneous demands of the system, not the overall sewer utility bill for the month.
 - Using this example, the Single-Family Unit Equivalent metric was developed to account for those peaked diurnal demands and is not a reliable factor for calculating average monthly usage.

WHAT IS DIURNAL FLOW?



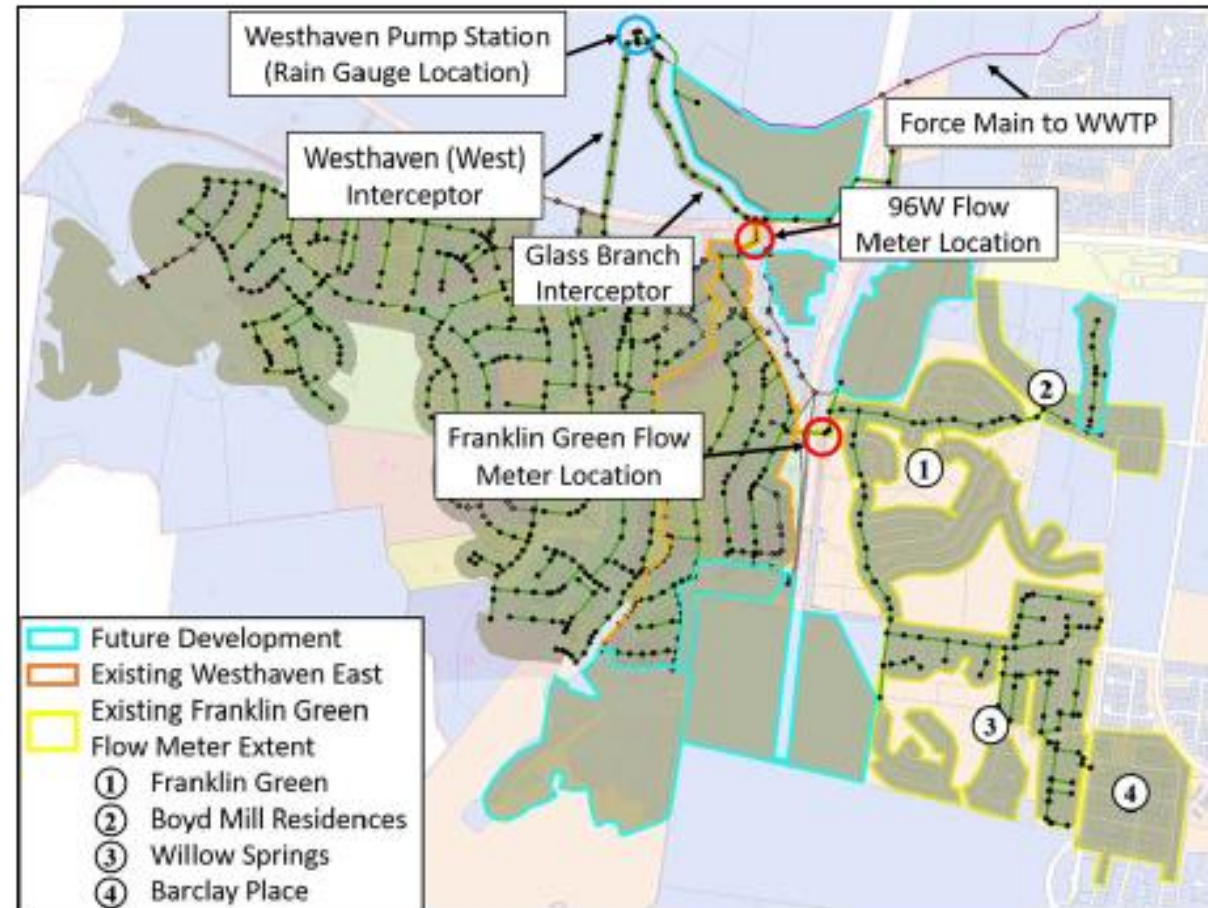
March 31 – April 1, 2022 –
Westhaven flow meter

November 16 –
November 1, 2022 –
Ladd Park flow meter



SINGLE FAMILY UNIT EQUIVALENT APPLICABILITY IN FRANKLIN

- Westhaven Capacity Evaluation With Proposed Future Development (August 2020)
- Development study using COF flow monitors
 - Westhaven = 131.5 to 437 gpd/SFUE
 - Franklin Green = 220 gpd/SFU



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.



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 – EQUITY BUY-IN

EQUITY (BUY-IN) METHOD

	FY 2019
Collection Plant Valuation	\$ 156,078,134
Less: Contributed Capital	\$ 73,891,602
Less: Collection Bonds/Grants	\$ 9,413,088
Current Investment in Collection Plant	<u>\$ 72,773,444</u>
 Average Cost/SFUE (Coll. Plant Investment/SFUE)	 \$ 2,391

SEWER – INCREMENTAL COST (CLAUDE YATES FACILITY)

- Additional capacity = 4 MGD
- Cost = \$33 M plus interest costs @ 1.47% for 30 yrs

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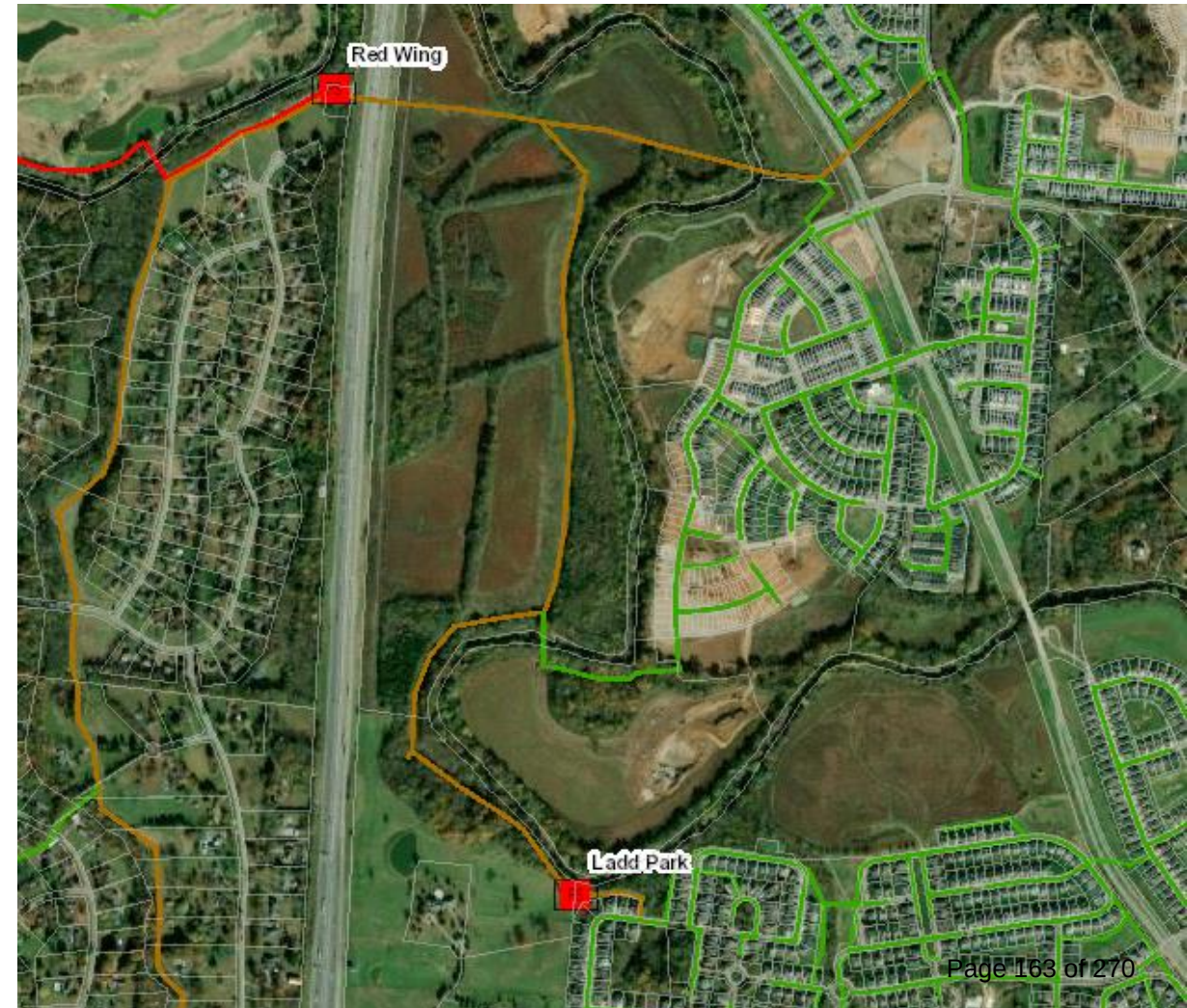
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SEWER IMPACT FEE

- 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**

CURRENT WASTEWATER FLOWS TO REDWING PUMP STATION

- Existing (average from flow meters on interceptors)
 - 0.29 MGD Ascot (2.73 MGD peak)
 - 0.20 MGD Simmons Ridge (2.03 MGD peak)
 - 0.15 MGD Ladd Park (4.01 MGD peak)
 - Total
 - Average = $0.64 \text{ MGD} \times \text{peaking factor} = 1.28 \text{ MGD}$
 - Peak = 4.77 MGD
- Availabilities already approved for area
 - 5,512 SFUEs = 1.93 MGD (average)



DISCUSSIONS

- Worksession presentations: January 26, 2021; March 23, 2021; March 8, 2022; March 22, 2022; April 12, 2022; October 11, 2022; November 8, 2022
- Design Developers Group (April 2022) outlining this concept and methodology shift.
- Development Services Advisory Commission (November 2022) phased approach for full implementation of fees.
- Building & Neighborhood Services Dept to develop new business practices for implementation.

RATE IMPACT

- If placed entirely on ratepayers, preliminary calculations show a rate impact (in 2022 dollars) of approximately \$25 - \$30 per customer per month on customer charge (the fix component of rates).
- Totaling approximately \$300 - \$360 per year per sanitary sewer customer.

HISTORICAL IMPACTS TO OUR COMMUNITY

- School Impact Fee (2017) - \$3,374 to \$12,237 (outside FSSD)
- Road Impact Fees – updated every 5 years (varies by usage)
 - Arterial Impact Fee
 - Ordinance 2007 – 104 = \$2,191 (single family)
 - Ordinance 2011-07 = \$4,227 (single family) - phased in over 3 years
 - Ordinance 2014-09 = \$4,911 (single family) to \$17,442 (fast food restaurant)
 - Collector Impact Fee (Ordinance 2017-02 new fee) = \$3,340 (single family) to \$11,862 (fast food restaurant)
- Thompson Station – July 1, 2020 (EDU = 250 gpd)
 - Wastewater Impact Fee = \$9,757.08 / EDU
 - Effluent Disposal Fee = \$5,650.05 / EDU
- Typical septic tank installation = \$25-35,000 per household (Williamson County)

DEVELOPMENT ACTIVITY (2016 – PRESENT)

Year	Number of Permits	Construction Valuation
2016	8,993	\$774,014,558
2017	7,523	\$818,117,233
2018	6,514	\$744,676,495
2019	6,198	\$538,001,665
2020	6,272	\$479,603,779
2021	5,810	\$556,854,988
2022 thru Oct	4,898	\$746,319,323

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.
- Other funding mechanisms that should be considered.

RECOMMENDATIONS

- City Administrator and WMD recommends increasing water impact fees to include projects already completed totaling \$3,624.
- City Administrator and WMD recommends 4-year phased approach for increasing impact fees 25% each year, totaling the full amount in 2026.

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**

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.
- Staff is currently reviewing sections of Title 21, and there may be changes proposed at a later date.



File #: 21-03980

DATE: December 15, 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:

Consideration Of Ordinance 2022-44, An Ordinance Revising The Installation Fees For Title 18, Chapters Appendix A, Comprehensive Fees And Penalties Chapter 18 Of The Franklin Municipal Code

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2022-44 to Chapter 18 of the City's Municipal Code.

BACKGROUND/STAFF COMMENTS:

The installation fees paid by new customers connection to the distribution and collection system are meant to recapture the costs used by the Water Management Department for installation of a tap or meter, depending on the location. These fees have not been updated in over 15 years and are not an accurate or equitable assessment of labor, equipment, and material costs seen today when performing this work. This revision to the Municipal Code will update those costs and provide a more equitable assessment for the work performed by the Water Management Department.

FINANCIAL IMPACT:

Installation fees vary for the distribution system between \$500 to \$4,900; for the collection system from \$500 to \$4,900; and for the reclaimed distribution system between \$1,000 to \$4,900.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2022-44.

ORDINANCE 2022-44

AN ORDINANCE TO AMEND TITLE 18 – WATER AND SEWERS OF THE FRANKLIN MUNICIPAL CODE FOR PROVIDING EQUITABLE FEE STRUCTURE FOR THE WATER AND SANITARY SEWER IMPACT FEES STRUCTURE AND UPDATED INSTALLATION FEES AND FOR MODIFYING APPENDIX A, COMPREHENSIVE FEES AND PENALTIES IN SUPPORT OF THE MODIFICATIONS TO TITLE 18

WHEREAS, for promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards that encourage and advance the quality of life within the City; and

WHEREAS, in its legislative judgment, the Board of Mayor and Aldermen has found that ordinances and policies that regulate land use, guide the maintenance of the City's infrastructure, and delivery of essential services must be dynamic and modified from time to time to reflect changes in best practices, model codes, land and labor costs, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, the Franklin Board of Mayor and Aldermen have, on behalf of the citizens of Franklin, invested in public water and sanitary sewer systems to accommodate the continued growth of the City; and

WHEREAS, the City of Franklin is endeavoring to equitably charge for the required capacity needed for continued growth of the distribution and collection systems and treatment facilities to match the growing populations; and

WHEREAS, the City of Franklin desires to charge fees for such funding to aptly respond to ongoing and shifting capital investment needs; and

WHEREAS, the Board of Mayor and Aldermen find that this action to be in the best interest of the City.

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

SECTION I: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 18, Chapters 1 and 2, and Appendix A, Comprehensive Fees and Penalties, Chapter 18, of the Franklin Municipal Code, is hereby amended by deleting the existing sections in their entirety and replacing as follows:

APPENDIX A - COMPREHENSIVE FEES AND PENALTIES

CHAPTER 18. - WATER AND SEWERS

Fire Hydrant and Sprinkler System (Private) System Development and Meter Installation Fees

System Development Fee (SDF)		\$500.00 per inch diameter of connection line	
Water Meter or Service Line Size	SDF	Complete Installation	Installation of Meter and Meter Box Only
¾" or ⅝" meter	\$500	\$3,550	\$500
1" meter	\$500	\$3,600	\$550
1½" meter	\$750	\$4,650	\$1,600
2" meter	\$1,000	\$4,900	\$1,800
3" meter *	\$1,500	\$1,000	\$1,000
4" meter *	\$2,000	\$1,000	\$1,000
6" meter *	\$3,000	\$1,000	\$1,000
8" meter *	\$4,000	\$1,000	\$1,000

* Fee only covers inspection cost, developer will install meter

Water Impact Fees

Meter Size	Impact Fee	Irrigation Meter
¾"	2,089.00	3,150.00
1"	8,358.00	4,725.00
1½"	20,009.00	6,300.00
2"	26,745.00	7,875.00
3"	58,506.00	9,450.00
4"	83,580.00	11,025.00
6"	200,592.00	12,600.00
8"	250,740.00	14,175.00

Water Installation Fees

Meter Size	Installation Fee – Meter Only	Installation Fee – Complete Tap
¾"	\$500	\$3,550
1"	\$550	\$3,600
1 ½"	\$1,600	\$4,650
2"	\$1,800	\$4,900
3" – 8" *	\$1,000	\$1,000

* Fee only covers inspection cost, developer will install meter

Sewer Impact Fees

Water Meter Size	Impact Fee
$\frac{3}{4}$ "	3,544.00
1"	14,175.00
1½"	34,020.00
2"	45,360.00
3"	99,225.00
4"	141,750.00
6"	340,200.00
8"	425,250.00

Sewer Installation Fees

	Installation Fee – Tap Already Made	Installation Fee – Complete Tap
Up to 2" sewer service	\$550	\$3,600
2" - 6" sewer service	\$550	\$4,500

Effluent Disposal Assessment Fee (EDA)

Water Meter Size	EDA Fee
$\frac{5}{8}" \times \frac{3}{4}"$	\$450.00
1"	1,800.00
1½"	4,320.00
2"	5,760.00
3"	12,600.00
4"	18,000.00
6"	43,200.00
8"	54,000.00

Reclaimed Water Connection and Meter Installation Fee

Meter Size	Reclaimed Water Connection Fee	Complete Installation
$\frac{5}{8}" \times \frac{3}{4}"$	\$500.00	\$3,550
1"	\$500.00	\$3,600
1½"	\$500.00	\$4,650
2"	\$500.00	\$4,900
3" - 8" *	\$500.00	\$1,000

* Fee only covers inspection cost, developer will install meter

IT IS SO ORDAINED 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



INSTALLATION FEES

JANUARY 10, 2023

MICHELLE HATCHER, PE,
DIRECTOR

BRIAN GOODWIN, PE,
ASSISTANT DIRECTOR

WATER MANAGEMENT
DEPARTMENT

WHY ARE WE DOING THIS?

- To recapture the ACTUAL costs associated with the installation of water, sanitary sewer and reclaimed water service connections.
 - One time cost for connection to public system.
 - Covers labor, material, and equipment.
 - Complete installation covers service line, meter box and meter
 - Meter only installation indicates service line is already installed
- This ordinance does not modify the impact fees that have been proposed.

PRIVATE HYDRANT & SPRINKLER WATER METER INSTALLATION FEES

Water Meter or Service Line Size	Complete Installation (EXISTING)	Complete Installation (PROPOSED)	Percent Increase/ Decrease	Installation of Meter & Meter Box Only (EXISTING)	Installation of Meter & Meter Box (PROPOSED)	Percent Increase/ Decrease
¾" or ⅝" meter	\$720	\$3,550	+ 493%	\$300	\$500	+ 166%
1" meter	\$854	\$3,600	+ 422%	\$356	\$550	+ 154%
1½" meter	\$1,375	\$4,650	+ 338%	\$625	\$1,600	+ 256%
2" meter	\$2,117	\$4,900	+ 231%	\$1,297	\$1,800	+ 139%
3" meter *	\$3,480	\$1,000	- 71%	\$1,506	\$1,000	- 34%
4" meter *	\$5,230	\$1,000	- 81%	\$2,541	\$1,000	- 60%
6" meter *	\$7,035	\$1,000	- 86%	\$4,498	\$1,000	- 78%
8" meter *	\$13,438	\$1,000	- 92%	\$9,803	\$1,000	- 90%

* Fee only covers inspection cost, developer will install meter

WATER INSTALLATION FEES – NEW SERVICE

Water Meter Size	Meter Only (EXISTING)	Meter Only (PROPOSED)	Percent Increase/Decrease	Complete Tap (EXISTING)	Complete Tap (PROPOSED)	Percent Increase/Decrease
3/4"	\$315	\$500	+ 158%	\$756	\$3,550	+ 470%
1"	\$374	\$550	+ 147%	\$897	\$3,600	+ 401%
1 1/2"	\$656	\$1,600	+ 244%	\$1,444	\$4,650	+ 322%
2"	\$1,362	\$1,800	+ 132%	\$2,223	\$4,900	+ 220%
3" – 8" *	\$1,581 to \$10,293	\$1,000	- 36% to - 90%	\$3,654 - \$14,110	\$1,000	- 72% to - 93%

* Fee only covers inspection cost, developer will install meter

3/4" RESIDENTIAL WATER METER COMPLETE INSTALLATION FEE EXAMPLE

For complete installations, the cost is calculated from the meter installation cost PLUS the service line installation.

LABOR

CLASSIFICATION	HOURS	RATE	TOTAL
Crew Foreman	1	\$ 29.00	\$ 29.00
Equipment Operator	1	\$ 23.00	\$ 23.00
Utility Service Worker	1	\$ 20.00	\$ 20.00
Supervisor	1	\$ 42.00	\$ 42.00
Administrative Assistant	1	\$ 24.00	\$ 24.00
			\$ -
SUB-TOTAL			\$ 138.00

MATERIALS

MATERIALS	QUANTITY	UNIT PRICE	TOTAL
.75 "I Pearl Meter & MXU	1	\$ 200.00	\$ 200.00
Meter Box & Other Appurtenances	1	\$ 190.00	\$ 190.00
SUB-TOTAL			\$ 390.00
TOTAL			\$ 528.00

LABOR

CLASSIFICATION	HOURS	RATE	TOTAL
Crew Foreman	5	\$ 29.00	\$ 145.00
Equipment Operator	5	\$ 23.00	\$ 115.00
Utility Service Worker	5	\$ 20.00	\$ 100.00
Administrative Assistant	1	\$ 24.00	\$ 24.00
Supervisor	1	\$ 42.00	\$ 42.00
SUB-TOTAL			\$ 426.00

EQUIPMENT

TYPE	HOURS	RATE	TOTAL
Back Hoe John Deere	5	\$ 31.00	\$ 155.00
Dump truck	5	\$ 85.00	\$ 425.00
Asphalt Saw & Trailer	1	\$ 60.00	\$ 60.00
SUB-TOTAL			\$ 640.00

MATERIALS

MATERIALS	QUANTITY	UNIT PRICE	TOTAL
3/4" Copper Line (per foot)	40	\$ 8.00	\$ 320.00
3/4" Meter Setter	1	\$ 211.00	\$ 211.00
3/4" Corp Stop	1	\$ 48.00	\$ 48.00
#67 Gravel	20	\$ 21.00	\$ 420.00
Grade D Base	3	\$ 76.00	\$ 228.00
Asphalt Binder & Topping (ton)	8	\$ 100.00	\$ 800.00
SUB-TOTAL			\$ 2,027.00
TOTAL			\$ 3,093.00

SEWER INSTALLATION FEES – NEW SERVICE

	Tap Already Made (EXISTING)	Tap Already Made (PROPOSED)	Percent Increase/ Decrease	Complete Tap (EXISTING)	Complete Tap (PROPOSED)	Percent Increase/ Decrease
Up to 2" sewer service	\$263	\$550	+ 209%	\$1,240	\$3,600	+ 290%
2" - 6" sewer service	\$263	\$550	+ 209%	\$1,240	\$4,500	+ 290%

EFFLUENT DISPOSAL ASSESSMENT FEES

Water Meter Size	GPM*	EDA Fee
5/8" x 3/4"	12.5	\$450.00
1"	50	1,800.00
1 1/2"	120	4,320.00
2"	160	5,760.00
3"	350	12,600.00
4"	500	18,000.00
6"	1200	43,200.00
8"	1500	54,000.00

- * GPM column has been eliminated since fee is determined by meter size
- Only for new connections
- One time fee toward development of the reclaimed water distribution system

RECLAIMED WATER CONNECTION AND METER INSTALLATION FEES

Meter Size	Reclaimed Water Connection Fee	Complete Installation (EXISTING)	Complete Installation (PROPOSED)	Percent Increase/ Decrease
$\frac{5}{8}" \times \frac{3}{4}"$	\$500	\$720	\$3,550	+ 493%
1"	\$500	\$853.50	\$3,600	+ 422%
1½"	\$500	\$1,375	\$4,650	+ 338%
2"	\$500	\$2,116.50	\$4,900	+ 232%
3" - 8" *	\$500	\$3,480 to \$13,438	\$1,000	- 71% to - 93%

* Fee only covers inspection cost, developer will install meter

PHASED IN APPROACH

- Phased in approach would allow for two-year full implementation plan, at the initial installation fee plus 50% of the delta of change.
 - Example: $\frac{3}{4}$ " meter full installation
 - Proposed – existing = delta
 - $\$3,550 - \$756 = \$2,794$
 - Delta divided into two-year implementation: $\$2,794 / 2 = \$1,397$
 - March 2023: $\$756 + \$1,397 = \$2,153$
 - March 2024: $\$756 + \$1,397 + \$1,397 = \$3,550$
 - If a connection is made after March 2023 they would pay \$1,153; or if they wait until after March 2024 they would pay \$3,550 – fee is only paid once when the connection is made.

9

PRIVATE HYDRANT & SPRINKLER WATER METER INSTALLATION FEES – TWO-YEAR PHASE IN

Water Meter or Service Line Size	Complete Installation (EXISTING)	Year 1 (March 2023)	Year 2 (March 2024)	Installation of Meter & Meter Box (EXISTING)	Year 1 (March 2023)	Year 2 (March 2024)
¾" or ⅝" meter	\$720	\$2,153	\$3,550	\$300	\$408	\$500
1" meter	\$854	\$2,249	\$3,600	\$356	\$462	\$550
1½" meter	\$1,375	\$3,002	\$4,560	\$625	\$1,128	\$1,600
2" meter	\$2,117	\$3,562	\$4,900	\$1,297	\$1,581	\$1,800
3" meter *	\$3,480	\$2,327	\$1,000	\$1,506	\$1,290	\$1,000
4" meter *	\$5,230	\$3,246	\$1,000	\$2,541	\$1,824	\$1,000
6" meter *	\$7,035	\$4,194	\$1,000	\$4,498	\$2,862	\$1,000
8" meter *	\$13,438	\$7,555	\$1,000	\$9,803	\$5,647	\$1,000

* Fee only covers inspection cost, developer will install meter

WATER INSTALLATION FEES – NEW SERVICE TWO-YEAR PHASE-IN

Water Meter Size	Meter Only (EXISTING)	Year 1 (March 2023)	Year 2 (March 2024)	Complete Tap (EXISTING)	Year 1 (March 2023)	Year 2 (March 2024)
¾" or ⅝" meter	\$315	\$408	\$500	\$756	\$2,153	\$3,550
1" meter	\$374	\$462	\$550	\$897	\$2,249	\$3,600
1½" meter	\$656	\$1,128	\$1,600	\$1,444	\$3,002	\$4,560
2" meter	\$1,362	\$1,581	\$1,800	\$2,223	\$3,562	\$4,900
3" meter *	\$1,581	\$1,291	\$1,000	\$3,654	\$2,327	\$1,000
4" meter *	\$2,668	\$1,834	\$1,000	\$5,492	\$3,246	\$1,000
6" meter *	\$4,723	\$2,862	\$1,000	\$7,387	\$4,194	\$1,000
8" meter *	\$10,293	\$5,647	\$1,000	\$14,110	\$7,555	\$1,000

* Fee only covers inspection cost, developer will install meter

SEWER INSTALLATION FEES – NEW SERVICE TWO-YEAR PHASE-IN

	Tap Already Made (EXISTING)	Year 1 (March 2023)	Year 2 (March 2024)	Complete Tap (EXISTING)	Year 1 (March 2023)	Year 2 (March 2024)
Up to 2" sewer service	\$263	\$407	\$550	\$1,240	\$2,420	\$3,600
2" - 6" sewer service	\$263	\$407	\$550	\$1,240	\$2,870	\$4,500

RECLAIMED WATER INSTALLATION FEES – NEW SERVICE TWO-YEAR PHASE-IN

Reclaimed Meter Size	Complete Tap (EXISTING)	Year 1 (March 2023)	Year 2 (March 2024)
$\frac{3}{4}$ " or $\frac{5}{8}$ " meter	\$720	\$2,135	\$3,550
1" meter	\$853.50	\$2,227	\$3,600
1½" meter	\$1,375	\$2,968	\$4,560
2" meter	\$2,116.50	\$3,508	\$4,900
3" meter *	\$3,480	\$2,240	\$1,000
4" meter *	\$5,230	\$3,115	\$1,000
6" meter *	\$7,035	\$4,018	\$1,000
8" meter *	\$13,438	\$7,219	\$1,000

* Fee only covers inspection cost, developer will install meter

DISCUSSION

Increase to Installation Fees

January 10, 2023

Attachment

To develop the methodology for an increase to the installation fees for water, sewer, and reclaimed connections, actual costs were used to calculate labor, materials, and equipment usage for each of these new connections. Below is a summary of each of the calculation summaries to develop the costs in the worksession presentation.

For mains, there are some instances in which a tap has preemptively been made when the main line was initially constructed. This is often done in developments that may take years to complete or gravity mains that are laid and taps created for houses for when the septic tank may fail in the future. Therefore, costs are divided into two categories to equitably assess the appropriate fee to the customer based on the type of installation that is required.

$\frac{3}{4}$ " Residential Water Installation Fees

These fees are broken down into two categories, the installation of the meter and then of the service line. For a meter only installation, the first "3/4 meter installation fee is used", for a complete installation, the "3/4 meter installation" is added to the "3/4 service line installation" to calculate the entire installation fee.

$\frac{3}{4}$ " Meter Installation

LABOR			
CLASSIFICATION	HOURS	RATE	TOTAL
Crew Foreman	1	\$ 29.00	\$ 29.00
Equipment Operator	1	\$ 23.00	\$ 23.00
Utility Service Worker	1	\$ 20.00	\$ 20.00
Supervisor	1	\$ 42.00	\$ 42.00
Administrative Assistant	1	\$ 24.00	\$ 24.00
			\$ -
SUB-TOTAL			\$ 138.00

MATERIALS			
MATERIALS	QUANTITY	UNIT PRICE	TOTAL
.75 "I Pearl Meter & MXU	1	\$ 200.00	\$ 200.00
Meter Box & Other Appurtenances	1	\$ 190.00	\$ 190.00
SUB-TOTAL			\$ 390.00
TOTAL			\$ 528.00

¾" Service Line Installation

LABOR			
CLASSIFICATION	HOURS	RATE	TOTAL
Crew Foreman	5	\$ 29.00	\$ 145.00
Equipment Operator	5	\$ 23.00	\$ 115.00
Utility Service Worker	5	\$ 20.00	\$ 100.00
Administrative Assistant	1	\$ 24.00	\$ 24.00
Supervisor	1	\$ 42.00	\$ 42.00
SUB-TOTAL			\$ 426.00

EQUIPMENT			
TYPE	HOURS	RATE	TOTAL
Back Hoe John Deere	5	\$ 31.00	\$ 155.00
Dump truck	5	\$ 85.00	\$ 425.00
Asphalt Saw & Trailer	1	\$ 60.00	\$ 60.00
SUB-TOTAL			\$ 640.00

MATERIALS			
MATERIALS	QUANTITY	UNIT PRICE	TOTAL
3/4" Copper Line (per foot)	40	\$ 8.00	\$ 320.00
3/4" Meter Setter	1	\$ 211.00	\$ 211.00
3/4" Corp Stop	1	\$ 48.00	\$ 48.00
#67 Gravel	20	\$ 21.00	\$ 420.00
Grade D Base	3	\$ 76.00	\$ 228.00
Asphalt Binder & Topping (ton)	8	\$ 100.00	\$ 800.00
SUB-TOTAL			\$ 2,027.00
TOTAL			\$ 3,093.00

1-inch Water Installation Fees

These fees are broken down into two categories, the installation of the meter and then of the service line. For a meter only installation, the first "1-inch meter installation fee is used", for a complete installation, the "1-inch meter installation" is added to the "1-inch service line installation" to calculate the entire installation fee.

1-inch Meter Installation

LABOR			
CLASSIFICATION	HOURS	RATE	TOTAL
Crew Foreman	1	\$ 29.00	\$ 29.00
Utility Service Worker	1	\$ 20.00	\$ 20.00
Administrative Assistant	1	\$ 24.00	\$ 24.00
Supervisor	1	\$ 42.00	\$ 42.00
SUB-TOTAL			\$ 115.00
MATERIALS			
MATERIALS	QUANTITY	UNIT PRICE	TOTAL
1" I Pearl Meter & MXU	1	\$ 275.00	\$ 275.00
0.75" - 1" Meter Box & Other Appurtenances	1	\$ 190.00	\$ 190.00
SUB-TOTAL			\$ 465.00
TOTAL			\$ 580.00

1-inch Service Line Installation

LABOR			
CLASSIFICATION	HOURS	RATE	TOTAL
Crew Foreman	5	\$ 29.00	\$ 145.00
Equipment Operater	5	\$ 23.00	\$ 115.00
Utility Service Worker	5	\$ 20.00	\$ 100.00
Administrative Assistant	1	\$ 24.00	\$ 24.00
Supervisor	1	\$ 42.00	\$ 42.00
SUB-TOTAL			\$ 426.00

EQUIPMENT			
TYPE	HOURS	RATE	TOTAL
Back Hoe John Deere	5	\$ 31.00	\$ 155.00
Dump truck	5	\$ 85.00	\$ 425.00
Asphalt Saw & Trailer	1	\$ 60.00	\$ 60.00
SUB-TOTAL			\$ 640.00

MATERIALS			
MATERIALS	QUANTITY	UNIT PRICE	TOTAL
1" Copper Line (per foot)	40	\$ 10.00	\$ 400.00
1" Line Setter	1	\$ 303.00	\$ 303.00
#67 Gravel	10	\$ 21.00	\$ 210.00
Grade D Base	5	\$ 76.00	\$ 380.00
Asphalt Binder & Topping (ton)	8	\$ 100.00	\$ 800.00
SUB-TOTAL			\$ 2,093.00

TOTAL			\$ 3,159.00
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1.5-inch Water Installation Fees

These fees are broken down into two categories, the installation of the meter and then of the service line. For a meter only installation, the first "1.5-inch meter installation fee is used", for a complete installation, the "1.5-inch meter installation" is added to the "1.5-inch service line installation" to calculate the entire installation fee.

1.5-inch Meter Installation

LABOR			
CLASSIFICATION	HOURS	RATE	TOTAL
Crew Foreman	1	\$ 29.00	\$ 29.00
Utility Service Worker	1	\$ 20.00	\$ 20.00
Administrative Assistant	1	\$ 24.00	\$ 24.00
Supervisor	1	\$ 42.00	\$ 42.00
SUB-TOTAL			\$ 115.00

MATERIALS			
MATERIALS	QUANTITY	UNIT PRICE	TOTAL
1.5" Omni Meter & MXU	1	\$ 1,300.00	\$ 1,300.00
1.5" Meter Box & Other Appurtenances	1	\$ 200.00	\$ 200.00
SUB-TOTAL			\$ 1,500.00

TOTAL			\$ 1,615.00
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1.5-inch Service Line Installation

LABOR			
CLASSIFICATION	HOURS	RATE	TOTAL
Crew Foreman	5	\$ 29.00	\$ 145.00
Equipment Operater	5	\$ 23.00	\$ 115.00
Utility Service Worker	5	\$ 20.00	\$ 100.00
Administrative Assistant	1	\$ 24.00	\$ 24.00
Supervisor	1	\$ 42.00	\$ 42.00
SUB-TOTAL			\$ 426.00

EQUIPMENT			
TYPE	HOURS	RATE	TOTAL
Back Hoe John Deere	4	\$ 31.00	\$ 124.00
Dump truck	2	\$ 85.00	\$ 170.00
Asphalt Saw & Trailer	1	\$ 60.00	\$ 60.00
SUB-TOTAL			\$ 354.00

MATERIALS			
MATERIALS	QUANTITY	UNIT PRICE	TOTAL
1.5 " Copper Line	40	\$ 12.00	\$ 480.00
1.5" Line Setter	1	\$ 490.00	\$ 490.00
1.5" Saddle & Corp	1	\$ 200.00	\$ 200.00
#67 Gravel (ton)	6	\$ 21.00	\$ 126.00
Grade D Base (ton)	3	\$ 76.00	\$ 228.00
Ashpalt Binder & Topping (ton)	8	\$ 100.00	\$ 800.00
SUB-TOTAL			\$ 2,324.00
TOTAL			\$ 3,104.00

2-inch Water Installation Fees

These fees are broken down into two categories, the installation of the meter and then of the service line. For a meter only installation, the first "2-inch meter installation fee is used", for a complete installation, the "2-inch meter installation" is added to the "2-inch service line installation" to calculate the entire installation fee.

2-inch Meter Installation

LABOR			
CLASSIFICATION	HOURS	RATE	TOTAL
Crew Foreman	1	\$ 29.00	\$ 29.00
Service Repair Operator Sr	1	\$ 20.00	\$ 20.00
Administrative Assistant	1	\$ 24.00	\$ 24.00
Supervisor	1	\$ 42.00	\$ 42.00
SUB-TOTAL			\$ 115.00
MATERIALS			
MATERIALS	QUANTITY	UNIT PRICE	TOTAL
2" Omni Meter & MXU	1	\$ 1,500.00	\$ 1,500.00
2" Meter Box & Other Appurtenances	1	\$ 250.00	\$ 250.00
SUB-TOTAL			\$ 1,750.00
TOTAL			\$ 1,865.00

2-inch Service Line Installation

LABOR			
CLASSIFICATION	HOURS	RATE	TOTAL
Crew Foreman	5	\$ 29.00	\$ 145.00
Equipment Operater	5	\$ 23.00	\$ 115.00
Utility Service Worker	5	\$ 20.00	\$ 100.00
Administrative Assistant	1	\$ 24.00	\$ 24.00
Supervisor	1	\$ 42.00	\$ 42.00
SUB-TOTAL			\$ 426.00

EQUIPMENT			
TYPE	HOURS	RATE	TOTAL
Back Hoe John Deere	4	\$ 31.00	\$ 124.00
Dump truck	2	\$ 85.00	\$ 170.00
Asphalt zipper	1	\$ 60.00	\$ 60.00
SUB-TOTAL			\$ 354.00

MATERIALS			
MATERIALS	QUANTITY	UNIT PRICE	TOTAL
2" Copper Line	30	\$ 14.00	\$ 420.00
2" Line Setter	1	\$ 560.00	\$ 560.00
2" Saddle & Corp	1	\$ 250.00	\$ 250.00
#67 Gravel	6	\$ 21.00	\$ 126.00
Grade D Base	3	\$ 76.00	\$ 228.00
Asphalt Binder & Topping (ton)	8	\$ 100.00	\$ 800.00
SUB-TOTAL			\$ 2,384.00

TOTAL			\$ 3,164.00
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3-inch to 8-inch Water Installation Fees

These fees are typically installed by the developer/contractor for the structure being completed, so these fees have been reduced from their historical amount to accommodate for this procedure. The below table outlines the total inspection costs for a utility inspector to sufficiently inspect the phases of

a meter installation of this magnitude. Note, sufficient inspection may constitute several visits depending on the phased approach of the meter installation by a Contractor.

LABOR			
CLASSIFICATION	HOURS	RATE	TOTAL
Utilities Inspector	16	\$ 36.00	\$ 576.00
Senior Utilities Inspector	8	\$ 40.00	\$ 320.00
Administrative Assistant	2	\$ 24.00	\$ 48.00
Infrastructure Development Manager	1	\$ 44.00	\$ 44.00
TOTAL			\$ 988.00

1.25-inch to 6-inch Sewer Installation Fees

For sewer, a low-pressure system/grinder pump typically utilizes the smaller diameter forcemains in which these systems connect into the larger gravity system. A 6" gravity connection is typical of most sewer installations. These fees are broken down into two categories under each sewer size, representing if a tap on the main sewer has already been made (typically during initial construction) or if the installation requires a tap to be created on the main sewer.

1.25-inch Sewer Forcemain Installation with Tap Already Made

LABOR			
CLASSIFICATION	HOURS	RATE	TOTAL
Crew Foreman	2	\$ 29.00	\$ 58.00
Equipment Operater	2	\$ 23.00	\$ 46.00
Utility Service Worker	2	\$ 20.00	\$ 40.00
Supervisor	1	\$ 42.00	\$ 42.00
			\$ -
SUB-TOTAL			\$ 186.00

EQUIPMENT			
TYPE	HOURS	RATE	TOTAL
Back Hoe John Deere	2	\$ 31.00	\$ 62.00
Dump truck	2	\$ 85.00	\$ 170.00
SUB-TOTAL			\$ 232.00

MATERIALS			
MATERIALS	QUANTITY	UNIT PRICE	TOTAL
1.25" Check Valve	1	\$ 30.00	\$ 30.00
Small Sewer Box & Top	1	\$ 125.00	\$ 125.00
#67 Gravel (ton)	1	\$ 21.00	\$ 21.00
SUB-TOTAL			\$ 176.00
TOTAL			\$ 594.00

1.25-inch Sewer Forcemain Installation with Complete Installation

LABOR			
CLASSIFICATION	HOURS	RATE	TOTAL
Crew Foreman	5	\$ 29.00	\$ 145.00
Equipment Operater	5	\$ 23.00	\$ 115.00
Utility Service Worker	5	\$ 20.00	\$ 100.00
Administrative Assistant	1	\$ 24.00	\$ 24.00
Supervisor	1	\$ 42.00	\$ 42.00
			\$ -
SUB-TOTAL			\$ 426.00

EQUIPMENT			
TYPE	HOURS	RATE	TOTAL
Back Hoe John Deere	4	\$ 31.00	\$ 124.00
Dump truck	2	\$ 85.00	\$ 170.00
SUB-TOTAL			\$ 294.00

MATERIALS			
MATERIALS	QUANTITY	UNIT PRICE	TOTAL
1.25" PVC Pipe	40	\$ 60.00	\$ 2,400.00
8" x 1.25" Tapping Saddle	1	\$ 75.00	\$ 75.00
1.25" Ball Valve	1	\$ 25.00	\$ 25.00
1.25" Check Valve	1	\$ 30.00	\$ 30.00
Small Sewer Box & Top	1	\$ 125.00	\$ 125.00
#67 Gravel (ton)	8	\$ 21.00	\$ 168.00
Grade D Base	1	\$ 76.00	\$ 76.00
SUB-TOTAL			\$ 2,899.00
TOTAL			\$ 3,619.00

6-inch Sewer Service Installation with Tap Already Made

LABOR			
CLASSIFICATION	HOURS	RATE	TOTAL
Crew Foreman	2	\$ 29.00	\$ 58.00
Equipment Operater	2	\$ 23.00	\$ 46.00
Utility Service Worker	2	\$ 20.00	\$ 40.00
Administrative Assistant	1	\$ 24.00	\$ 24.00
Supervisor	1	\$ 42.00	\$ 42.00
SUB-TOTAL			\$ 210.00
EQUIPMENT			
TYPE	HOURS	RATE	TOTAL
Back Hoe John Deere	2	\$ 31.00	\$ 62.00
Dump truck	2	\$ 85.00	\$ 170.00
SUB-TOTAL			\$ 232.00

MATERIALS			
MATERIALS	QUANTITY	UNIT PRICE	TOTAL
6" Sewer SDR 35	10	\$ 6.00	\$ 60.00
6" Sewer Clean Out & Cap	1	\$ 50.00	\$ 50.00
#67 Gravel (ton)	1	\$ 21.00	\$ 21.00
SUB-TOTAL			\$ 131.00
TOTAL			\$ 573.00

6-inch Sewer Service Complete Installation

LABOR			
CLASSIFICATION	HOURS	RATE	TOTAL
Crew Foreman	8	\$ 29.00	\$ 232.00
Equipment Operator	8	\$ 23.00	\$ 184.00
Utility Service Worker	8	\$ 20.00	\$ 160.00
Administrative Assistant	2	\$ 24.00	\$ 48.00
Supervisor	2	\$ 42.00	\$ 84.00
SUB-TOTAL			\$ 708.00

EQUIPMENT			
TYPE	HOURS	RATE	TOTAL
Back Hoe John Deere	8	\$ 31.00	\$ 248.00
Dump truck	8	\$ 85.00	\$ 680.00
Asphalt Saw & Trailer	1	\$ 60.00	\$ 60.00
SUB-TOTAL			\$ 988.00

MATERIALS			
MATERIALS	QUANTITY	UNIT PRICE	TOTAL
6" Sewer SDR 35	40	\$ 6.00	\$ 240.00
6" Sewer Tapping Saddle	1	\$ 200.00	\$ 200.00
6" Sewer Clean Out & Cap	1	\$ 50.00	\$ 50.00
6" Sweeping Tee	1	\$ 100.00	\$ 100.00
Small Sewer Box & Top	1	\$ 125.00	\$ 125.00
6" Fernco Cap	1	\$ 25.00	\$ 25.00
Marking Pole	8	\$ 6.00	\$ 48.00
#67 Gravel (ton)	26	\$ 21.00	\$ 546.00
Grade D Base	6	\$ 76.00	\$ 456.00
Asphalt Binder & Topping (ton)	10	\$ 100.00	\$ 1,000.00
SUB-TOTAL			\$ 2,790.00
TOTAL			\$ 4,486.00



File #: 21-03750

DATE: November 28, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development

SUBJECT:

*Consideration Of Amendment 3 To COF Contract No. 2020-0041, A Professional Services Agreement With Orchard, Hiltz & McCliment, Inc. D/B/A OHM Advisors For The Design Of New City Hall Facility (Phase II - Schematic Design) For A Price Increase Of \$123,400

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 3 to the Professional Services Agreement.

BACKGROUND/STAFF COMMENTS:

On October 27, 2020, the City and the Consultant entered into a Professional Services Agreement ("Agreement") to design the new City Hall facility ("Project"). The adopted master plan identified programmed space needs for a 115,000 SF building with a subgrade parking level with approximately 200 spaces.

On April 13, 2022, BOMA approved the decision to advance the Project to a new phase, Phase II - Schematic Design, for a total of \$1,483,800 under Phase II. Construction estimates from rising construction costs resulted in direction for a smaller building and full subgrade garage, which was based on the available funding from the Capital Investment Model at the time. The consultant team then worked, department by department, in a reprogramming exercise to identify efficiencies and reductions while addressing operational needs and future growth.

On September 27, 2022, the results of reprogramming and test fit studies were presented to the BOMA, indicating the need for a slightly larger building for City Hall functions than provided by that based solely on the previous financial model. An updated financial model has also been presented to the BOMA with funding options to cover the revised building size.

At the October 25 BOMA Work Session, the BOMA provided direction to continue to pursue a project of a size based on the results of reprogramming and test fit studies, while exploring options to further reduce building area and pursue a potential option to include a small retail leasable space component, thereby prompting additional scoping requirements in schematic design.

To date, the City has paid the Consultant \$325,700.00 of the \$1,483,800.00 for services rendered under Phase II.

The Consultant has proposed a revised scope of work for Phase II under this Third Amendment to account for additional services to be rendered as a result of the change. This revised scope of work is proposed to increase the contractual threshold under Phase II by \$123,400.00, thereby making the new total, \$1,607,200.00 less fees already paid by the City under Phase II (subject to BOMA's approval).

FINANCIAL IMPACT:

The total expense for the schematic design with the modified building plan and scope is an additional \$123,400. This project is funded through the City's approved Capital Investment Plan.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract Amendment 3 to COF Contract No. 2020-0041. It is understood that work will proceed up to 50% of the schematic design, at which time the Board will provide additional direction. In addition to and in parallel with this work, additional analysis will take place to evaluate other City Hall sites.

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN OF NEW CITY HALL FACILITY
COF Contract No. 2020-0041**

THIS THIRD AMENDMENT is made and entered into on this the _____ day of _____, 2023, by and between the **City of Franklin, Tennessee** ("City") and **Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Design of New City Hall Facility – Phase I, dated 27th day of October 2020. The adopted master plan identified programmed space needs for a 115,000-square-foot building with a subgrade parking level with approximately 200 spaces; and

WHEREAS, the City and Consultant entered into Amendment No. 1 to the Professional Services Agreement ("First Amendment"), dated October 13th, 2021; and

WHEREAS, the City and Consultant entered into Amendment No. 2 to the Professional Services Agreement to advance the Project to Phase II, schematic design ("Second Amendment"). The Second Amendment stipulates that the Consultant shall be paid a not-to-exceed fee of One Million Four Hundred Eighty-Three Thousand Eight Hundred and 00/100 DOLLARS (\$1,483,800.00) for Phase II; provided, however, the scope of work under such phase remains materially the same; and

WHEREAS, as of the effective date of this Third Amendment, the City has paid Consultant \$325,700.00 of the \$1,483,800.00 for services rendered under Phase II; and

WHEREAS, on October 25, 2022, the Board of Mayor and Aldermen provided direction to continue to pursue a project of a size based on the results of reprogramming and test fit studies, while exploring options to further reduce building area and pursue a potential option to include a small retail leasable space component, thereby prompting additional scoping requirements in schematic design; and

WHEREAS, the Consultant is proposing a revised scope of work for Phase II ("Exhibit B") under this Third Amendment to account for additional services to be rendered as a result of the aforementioned scoping requirements and options. Such revised Exhibit B is proposed to increase the contractual threshold under Phase II by \$123,400.00, bringing the new total to One Million Six Hundred Seven Thousand Two Hundred and 00/100 Dollars (\$1,607,200.00) less fees already paid by the City under Phase II; and

WHEREAS, the City has reviewed the revised terms under the new Phase II scope of work and desires to enter into an agreement for the Project as proposed.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.

2. Exhibit A under the Second Amendment shall be removed and replaced with the attached Exhibit A.
3. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
4. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.
5. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.
6. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.
7. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
8. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination and may also have such other remedies as it may be entitled to in law or in equity.
9. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated October 27th, 2020, as amended, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment.

The CITY OF FRANKLIN, TENNESSEE

CONSULTANT

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna Billingsley, City Attorney



November 16, 2022

Mr. Vernon Gerth
Assistant City Administrator for Community and Economic Development
City of Franklin
Franklin City Hall
109 3rd Avenue South
Franklin, Tennessee 37064

Franklin City Hall – Phase 2 (Amendment 3) – Amended Exhibit B

S8D Project No. 2006.01
OHM Project No. 1068200010

Franklin City Hall – Proposal for Professional Design Services for Phase 2 (Schematic Design)

Dear Mr. Gerth:

Thank you for your continued trust in our design team. We are honored to be given the opportunity to proceed with the next design phase for Franklin City Hall, Phase 2 (Schematic Design). In accordance with your request, please find below our proposal for Design Services for the proposed Franklin City Hall project located in Franklin, Tennessee.

I. Proposed Consultant Team

Listed below is the proposed consultant team for Phase 2.

- Architectural Planning and Design – OHM Advisors (Prime Architect of Record) & Studio Eight Design (Architectural sub-consultant)
- Land Planning and Landscape Design – Kiser Vogrin Design (KVD)
- Civil Site Design – OHM Advisors
- Structural Engineering and Design – Genesis Engineering Group, LLC
- Mechanical, Electrical, and Plumbing Engineering and Design – Genesis Engineering Group, LLC
- Fire Protection / Life Safety Design – Genesis Engineering Group, LLC
- Interior Design – BrandID
- LEED Facilitation, Sustainability and Energy Modeling Consultant – Optimized Design Solutions & Energy Studio
- Commissioning – Facility Diagnostics, LLC
- Security Consultant – SRMC
- Acoustical / Architectural Lighting / Smart Building Technology / Audio-Visual / Telecommunications – Henderson Engineers
- Gibbs Planning Group (GPG) – Economic Consultant

II. Project Description

At the end of Phase One, City staff recommended a phased approach to the full Masterplan due to the funding available for the City Hall project in the City's ten-year Capital Improvement Project Plan. Phase 2 will include schematic design of the initial phase of the Masterplan.

- The goal and objective of the City of Franklin and its design team is to prepare Phase 2 Schematic Design Documents to create a model government facility that accentuates the Franklin Public Square and overall community.
- For the initial phase of the Masterplan, The City of Franklin intends to redevelop the existing City Hall site on the historic Public Square in Downtown Franklin with a finished multi-story City Hall facility (+/-91,250-95,750 SF), inclusive of exterior hardscape/landscape areas and a below grade parking structure with a target number of +/-204 parking spaces. The +/- 91,250-95,750 SF includes a test-fitted 91,250 SF building for City Hall operations plus an approximate 4,500 SF of commercial lease shell space.
- Based on BOMA feedback and direction given during Phase 1, an economic consultant has been added to the design team. The goal of the economic consultation is to provide market analysis studies to help the City of Franklin identify and understand the realities of revenue-generating leasable opportunities within the proposed master plan. The master plan shows a 115,700- square foot building with an additional 10,000 square feet of future expansion space. Approximately 91,250 square feet are needed for city hall operations in the shorter term. These economic advisory services will help the City decide whether to construct the building using a phased approach for city hall facilities only (91,250SF), or to construct the full master plan and lease out spaces to help offset the capital costs of constructing the full building.
- A Reprogramming effort will be required at the beginning of Phase 2 to establish a revised program for the reduced building square footage of 78,500 square feet. The goal of the reprogramming is to reduce the number of seats and spaces currently programmed without compromising operational efficiency. Minor revisions to the space standards established in Phase 1 necessary for the revised building footprint are included, however substantial dimensional revisions to typical spaces (offices, workstations, work rooms, etc.) are not included.
- At the conclusion of the reprogramming effort and the completion of the market analysis reports, the Design Team will present the findings in a BOMA Work Session for BOMA's review and consideration on whether to proceed with the partial phased approach to the Master Plan or to proceed with the full Master Plan based on the findings of the market analysis report.
- The Opinion of Probable Project Cost established at the end of Phase One is approximately \$65,400,000.
- Phase 2 will include Schematic Design of the following site focus areas (Shown in Appendix B): Pedestrian Alley, Promenade, Completing the Square with the plaza area and a portion of Third Avenue site design along the reduced building footprint. Program and schematic design of the remaining open space outside the building footprint of approximately 1 acre in size along 3rd Avenue and Church Street.
- Work along street frontage necessary to meet City Ordinances and as shown in Appendix B is included, however streetscape design of the perimeter streets is excluded at this time.
- LEED Silver Certification remains the sustainability target for the project.

III. Scope of Services and Deliverables

A more detailed Workplan is attached as Appendix A outlining the key steps and meetings involved in each of the main Phase milestones listed below.

- 2A. Phase 2 Kick Off
- 2B. Reprogramming, Interior Test Fits, and Economic Consulting
- 2C. 50% Schematic Design
- 2D. 75% Schematic Design
- 2E. 100% Schematic Design
- 2F. Phase 2 BOMA Milestone

Team and Public Meetings:

In addition to the meetings listed below, there will be a weekly check-in between the Design Team Project Manager and the City Executive Team. These will be scheduled immediately after the City Executive Team internal meetings. All meetings listed below will be attended by the Project Manager or her superior ranking designee and will be in-person, except for weekly check-in and bi-weekly team meetings, which will be virtual.

2A: Phase 2 Kick Off

- One (1) Kick Off Meeting (City Executive Team and Design Team)

2B: Reprogramming and Interior Test Fits

- Four (4) City Executive Team Meetings - Review Established Reprogramming Priorities, Review Results of the Development Services Reprogramming, Review Results of Zone Meetings and Market Analysis Report, Review Test Fit Options of all Zones
- Two (2) Leadership Meetings - Introduction to Reprogramming and Results of Reprogramming
- Four (4) Departmental Zones Meetings - Development Services Zone, Administration Zone, Staff and Facilities Access Zone, and Public Access Zone
- Two (2) Executive Leadership Meetings – Discuss Outcomes of Reprogramming and Market Analysis and Determine Direction for Reprogramming
- One (1) BOMA Work Session – Results of Reprogramming and Market Analysis
***Note:** BOMA's feedback on the market analysis could result in a change in the scope, schedule, and fees for the remainder of Phase 2. Additional fees may be required based on the outcome and direction given at the BOMA Work Session Milestone.*
- One (1) Meeting with City Executive Team and Design Team to Review Results of BOMA Work Session

2C. 50% Schematic Design

- One (1) 50% SD Kick Off Meeting (City Executive Team and Design Team)
- Four (4) Bi-Weekly Team Meetings (City Executive Team and Design Team)
- Three (3) DRC Meetings
- One (1) FMPC / BOMA Joint Conceptual Workshop
- One (1) Executive Leadership Meeting – Review 50% Schematic Design

2D. 75% Schematic Design

- One (1) 75% SD Kick Off Meeting (City Executive Team and Design Team)
- Four (4) Bi-Weekly Team Meetings (City Executive Team and Design Team)
- One (1) DRC Meeting
- One (1) Meeting with Codes, Fire, and Engineering

2E. 100% Schematic Design

- One (1) 100% SD Kick Off Meeting (City Executive Team and Design Team)
- Five (5) Bi-Weekly Team Meetings (City Executive Team and Design Team)
- One (1) DRC Meeting
- One (1) BOMA Work Session

2F. Phase Two BOMA Milestone

- One (1) Review Meeting with the City Executive Team
- One (1) BOMA Work Session
- One (1) BOMA Meeting

Four (4) local site visits to representative buildings as scheduled by the City. For costing purposes, required consultant attendance will be limited to the Project Manager.

Deliverables:

Letter, memos, reports, data sheets, checklists, agendas, meeting minutes, schedules, certifications, and other written documentation will be provided in PDF electronic format unless otherwise stated.

Project drawings issued during Schematic Design will be provided in both PDF electronic format and either DWG (AutoCad) or RVT (Revit) electronic format. Release of DWG (AutoCad) and/or RVT (Revit) will require the execution of a CADD Release form provided by the consultant.

Consultant recommendations or opinion will be provided in the form of a letter or memo in PDF electronic format.

2A: Phase 2 Kick Off

- Design Team will send “Reprogramming Items for Consideration” prior to the Kickoff Meeting
- Kickoff Meeting Agenda and Minutes
- Establish Agendas for Leadership and Zone Meetings in 2B
- Introduction to Economic Consultation Process

2B: Reprogramming, Interior Test Fits & Market Analysis Report(s)

Note: The Reprogramming effort and the Market Analysis Reports are planned to be concurrent under Task 2B.

Reprogramming and Interior Test Fits Deliverables

- Meet with City Executive Team - City to provide responses to “Reprogramming Items for Consideration” and establish priorities of what is to be included or excluded from the revised program.
- Leadership Meeting 1 - Introduction to Reprogramming Process
- Development Services Zone Meeting
- Compilation of feedback received in Development Services Meeting and (up to two test fit options)
- Meet with City Executive Team - Review Results of the Development Services Reprogramming
- Remaining Departmental Zones Meetings - Administration Zone, Staff and Facilities Access Zone, and Public Access Zone
- Compilation of feedback received in the remaining Zone Meetings
- Meet with City Executive Team to review the results of the Zone Meetings (and Market Analysis Drafts)
- Test Fits for all Zones
(Note: The Design Team will prepare up to two (2) test fit options for each of the four zones with up to two (2) revisions of each for Owner comment and feedback)
- Meet with City Executive Team to review test fit options and prep for Leadership Meetings

- Executive Leadership Meeting 1 - Discuss Outcomes of Reprogramming (and Market Analysis)
- Executive Leadership Meeting 2 – Determine Direction for Reprogramming
- Leadership Meeting 2 – Results of Reprogramming
- BOMA Work Session: Results of Reprogramming (and Market Analysis)
- Meet with City Executive Team to Review BOMA Feedback and Discuss Next Steps
- Revise Scope, Schedule, and Fee Proposal for remainder of Phase 2 (If required)

Economic Consultation Deliverables

Below is a description of the market analysis deliverables. As noted above, these deliverables will be reviewed in (1) City Executive Team Meeting and in the Executive Leadership Meeting 1. The results of the market analysis will be reviewed in the BOMA Work Session listed above.

Retail Market Analysis

This study is intended to allow the City to gain an understanding of the types and sizes of retail businesses that are likely to be supportable in the downtown presently and during the next five (5) years. During this analysis, the economic consultant (GPG) will:

- Comb the Franklin region, visiting most relevant employment centers, shopping centers, retailers and residential clusters. The assessment will include evaluation of the stores' quality, service, and merchandise to seek out potential voids or over-supply of a particular good or service.
- GPG will also conduct pedestrian and drive-time studies and prepare a gravitational model to estimate the downtown's primary and secondary trade areas.
- GPG will then research and collect third party demographic data, household income, consumer expenditure potential by retail category, education levels, percentage of various employment types, age, projected growth, etc. This study will analyze 20 retail types including apparel, books, children's, department stores (discount and luxury), electronics, gifts, grocery, hardware, home furnishings, pharmacies, sporting goods and restaurants
- Prepare a qualitative opinion as to whether additional retail development is supportable in downtown Franklin and the city hall site with sales, forecasts, and size estimates of the retailer categories most likely to be supportable for the next five (5) years
- Prepare a 20 to 25-page written and illustrated summary of the findings.
- GPG will contact retail industry insiders including, retail representatives, developers, and commercial real estate professionals to estimate new store deployment plans in the downtown.
- The final deliverable of this study shall be a 30 to 35-page written and illustrated summary of the market research findings which will be presented in-person at a BOMA Work Session.

Office Market Analysis

The office market analysis is designed to estimate the amount of new private-sector office development (if any) that can be supported within the downtown/city hall site over the next five (5) years. The analysis will include:

- Employment and population growth projections
- Developments that are proposed and under construction in the surrounding area
- GPG's economic base analysis method that estimates the rentable office space gap for the downtown/study area based on projected total employment and square footage per employee less the total supply of office space for an estimated office submarket trade area
- This analysis will include estimates of the potential local, regional and national demand for the next five years by square foot areas for the study area. Local offices provide services to the community, such as dental, medical and law offices.
- The deliverable of this task shall be a written and illustrated summary of the findings of the office market

research findings.

Office Market Analysis (cont.)

- This analysis will include estimates of the potential local, regional, and national demand for the next five years by square foot areas for the study area. Local offices provide services to the community, such as dental, medical and law offices.
- The deliverable of this task shall be a written and illustrated summary of the findings of the office market research findings which will be presented in-person at a BOMA Work Session.

Development Market Feasibility Analysis

Based on our retail and office market research and our understanding of the proposed city hall facility, GPG shall complete a proforma which assesses the proposed city hall facility's future cash flow over a 20- year period. During this task, GPG will analyze:

- The hard and soft costs for construction and land, as provided by OHM
- GPG shall complete a proforma which assesses the proposed incubator facility's future cash flow over a 20- year period.
- The anticipated revenues from leasing
- The anticipated timelines for realizing those revenues
- The projected monthly expenses to operate and maintain the facility
- The estimated commercial interior space buildout and tenant improvements
- The estimated share of the commercial tenant improvements to be provided by the city or development/landlord group
- The estimated common area maintenance, taxes, and insurance costs to be contributed by the city development/landlord group of the commercial tenant
- The anticipated revenues and lease terms from the building commercial leasing
- The anticipated timelines for realizing those revenues
- The projected monthly expenses to operate and maintain the commercial facility
- GPG shall also be available to participate in up to five telephone and/or video conference meetings to review the proposed commercial's development characteristics and to present our research findings.
- The deliverables of the services outlined in the agreement shall be a written and illustrated market analysis report, proforma and video conference discussions of our findings, and in-person final presentation at a BOMA Work Session.

Depending upon the outcome of the BOMA Work Session in which the results of the Reprogramming and Market Analysis will be presented and discussed, a revised scope, schedule, and fees may be required prior to proceeding with the remainder of Schematic Design. The desired outcome of the Work Session is direction from BOMA on whether to proceed with a partial phased approach to the Master Plan or to proceed with the full Master Plan based on the findings of the market analysis report. At this time, the City will determine what portion of the economic consultation may be required for the remainder of Schematic Design. The optional economic consultation deliverables are outlined below. Fees for these optional services below are not included in this proposal.

Optional Master Plan Peer Review

GPG shall be available to conduct peer reviews of the city hall's commercial master plan and site design alternatives (prepared OHM) to offer insight into their programming and general plan arrangements as they relate to generally accepted development best practices. As a part of this task, GPG shall prepare sketch alternatives, if required, to illustrate potential building, park, circulation, and parking placements. GPG shall also be available to

participate in numerous telephone, and/or video conference meetings to review the proposed commercial's master plan and design as requested by OHM.

Optional Retail Merchandising Plan

Based on the retail mix outlined by the above research and city hall plan, GPG shall prepare a detailed plan illustrating the potential locations of the office, retail and restaurant businesses based on market best practices. GPG's analysis will include specific retail and food-beverage locations by category. The deliverable of this task will be a master merchandising plan and a list of each business type, size, location, and market specializations.

Optional Retail Tenant & Developer Introductions

Based on GPG's earlier market research and our experience with retailers and shopping center developers, GPG will introduce downtown Franklin and the city hall to various retailers, restaurants, and shopping center developers. These meetings can be scheduled at regional trade shows or at the national International Council of Shopping Centers (ICSC) conventions as mutually agreed. During these meetings, GPG will present the downtown and its general region, and discuss its market potential.

The retail recruiting program includes:

- Progress Report: GPG will provide a progress report to the client outlining its progress in recruiting retailers monthly.
- Conference Calls: GPG will conduct a conference call with the appropriate representatives from the client monthly. The conference call will be done in conjunction with presenting the Progress Report.
- ICSC Event: GPG will attend up to two (2) national or regional ICSC events where GPG will promote the downtown. GPG will participate in meetings between potential retailers and various property owners or their representatives.
- GPG will make a presentation and prepare a summary report of findings and recommendations on how the client and individual business property owners can recruit retail.

Note that GPG will not be providing any real estate brokerage services. A licensed real estate broker will be required to negotiate and close any potential transactions.

Optional Master Planning Charrette Participation

GPG will be available to participate in a planning charrette on mutually agreed upon dates. As a part of this charrette, GPG will comment on the planning team's analysis and proposed planning and design recommendations for the downtown area. In addition, GPG will review the proposed plan's land use, building layout, parking, vehicular circulation, parks, pedestrian walks, and infill parcels. GPG's review and comments will be geared toward assisting the city to have maximum market appeal and better meet the needs of the Franklin community.

2C: 50% Schematic Design

- Opinion of Probable Cost (Based on Test Fit documents and deliverables from Tasks 2A and 2B) including updated schedule of values, value engineering options, construction schedule (duration), and constructability/sequencing issues list.
- 50% Schematic Architectural Plans, Preliminary Building Sections and Preliminary Exterior Elevations Studies (black and white) for Owner and DRC Review
(Note: The Design Team will prepare up to two (2) optional elevation studies for consideration by the City Executive Team. The option selected by the City Executive Team will be presented at the initial Phase Two meeting with the DRC. Feedback given by the City Executive Team and DRC will be incorporated into revised exterior elevation studies after each DRC meeting.)

- 50% Schematic Site Plan studies for each site focus area listed in “Project Description” above and shown in Appendix B.
(Note: The Design Team will prepare up to two (2) options for each of the site focus areas with up to two (2) revisions of each for Owner comment and feedback)
- Presentation Deliverables for three (3) DRC Meetings
- Presentation Deliverables for One (1) FMPC / BOMA Joint Conceptual Workshop (Note: The Design Team has included One (1) presentation for the Joint Conceptual Workshop, BOMA Work Session, and BOMA Meeting. Slight revisions to the presentation are anticipated after the Joint Conceptual Workshop and BOMA Work Session, but most of the presentation will remain the same for all three meetings.
- Life Safety/Code Analysis diagrams in preparation for meeting with Codes, Engineering and Fire
- Written Narratives of anticipated site work, utilities, and other Civil Systems
- Preliminary Civil Demolition plan to define limits of project and identify items to be removed, abandoned, or remain
- Updated Engineering Design Narrative for Mechanical, Electrical, Plumbing, and Structural Engineering
- Conceptual Structural Framing and Foundation Plans
- Conceptual Electrical Site and Building Plans indicating location and routing of secondary power and intended location of electrical and technology rooms and equipment.
- Block Mechanical Plans indicating intended location of primary HVAC equipment and significant plumbing/fire protection equipment for architectural and Civil coordination.
- Coordinate Smart Building system choices, functions, and interoperability
- Smart Building Project Goals Documentation, Systems Integration Matrix, and Owner’s Project Requirements
- Environmental noise survey of the proposed site to assess existing ambient noise condition
- Updated Basis of Design for Security
- Acoustical, Lighting, AV/Broadcast, and Telecommunications recommendations and concepts based on the review of the 50% Schematic Design
- Updated LEED Scorecard
- Commissioning Review of 50% Schematic Design Documents
- Opinion of Probable Cost (Based on 50% Schematic Design documents) including updated schedule of values, value engineering options, construction schedule (duration), and constructability/sequencing issues list.

2D: 75% Schematic Design

- 75% Schematic Architectural Plans, Building Sections, and Exterior Elevations Studies (preliminary color studies) for Owner and DRC Review
(Note: The Design Team will prepare up to two (2) rendered three dimensional views in color. One (1) option of all four two-dimensional exterior elevations will be shown in color. The exterior elevations and renderings will be revised one time after the DRC meeting to incorporate all feedback given by the City Executive Team and by the DRC.)
- 75% Schematic Site Plan development of the site focus areas
- Presentation Deliverables for One (1) DRC Meeting
- Concept imagery, finishes, and sketches to help define interior design direction.
- Street frontage zones will be designed from the back of existing curb to the face of building along 3rd Ave and Church Street. The preliminary streetscape plans from Phase 1 will be modified to reduce the scope of the streetscape elements to meet the minimum standards defined in the City of Franklin Zoning Code. The streetscape will include new curb, a 10-12’ sidewalk, streetlights, and street trees. The existing road geometry will remain.
- Civil Engineering coordination with building location, floor elevations, on-site utilities, landscape design, and MEP building systems such as electrical power supply, ventilation, and fire protection systems.
- Design for relocation of existing overhead utilities on the City Hall side of 3rd Ave, near the Church Street intersection. There are 2 existing poles supporting overhead telecom and secondary electric lines that will need to be relocated.
- Preliminary stormwater drainage plan

- Preliminary coordination of rainwater harvesting system
- Incorporate preliminary design of new 12" water main in 3rd Avenue with street mill and overlay into the Schematic Design documents. All other public utilities from Phase 1 are omitted from this scope.
- Preliminary Site Lighting selections and Site Lighting Plan
- Updated Engineering Design Narrative for Mechanical, Electrical, Plumbing, and Structural Engineering
- Further Progression of the Structural Framing and Foundation Plans
- Suggested significant structural details for coordination with conceptual architectural building sections
- Progressing the MEP Engineering design – Inclusive of a Site Lighting Plan
- MEP systems noise and vibration control guide
- Updated Basis of Design for Security and Smart Building
- Lighting, AV/Broadcast, and Telecommunications schematic drawings with recommendations and concepts based on the review of the 75% Schematic Design
- Acoustical report with recommendations and concepts based on the review of the 75% Schematic Design
- Telecommunications Schematic design including structured cabling, Wi-Fi, network electronics, telephone specification, distributed antenna system, and intercom system design.
- Documentation from meeting with Codes, Engineering, and Fire
- Updated LEED Scorecard
- Commissioning Review of 75% Schematic Design Documents
- Opinion of Probable Cost (Based on 75% Schematic Design documents) including updated schedule of values, value engineering options, construction schedule (duration), and constructability/sequencing issues list.

2E: 100% Schematic Design

- 100% Schematic Architectural Plans, Building Sections, and Exterior Elevations Studies (Colored Elevations and 3D Renderings) for Owner and DRC Review
(Note: The Design Team will use the two (2) color renderings and two-dimensional colored exterior elevations revised at the end of 75% Schematic Design for the DRC meeting in 100% Schematic Design. The exterior elevations and renderings will be revised one time after the DRC meeting to incorporate all feedback given by the City Executive Team and by the DRC. These final renderings will be used in the FMPC/BOMA Joint Conceptual Workshop, but no further revisions are included after the feedback is incorporated from the City Executive Team and DRC after the final Phase two DRC meeting.)
- 100% Schematic Site Plan development of the site focus areas (Inclusive of hardscape materials plans with precedent images, landscape plans, schematic lighting plans, and typical site sections)
- Presentation Deliverables for One (1) DRC Meeting
- Presentation Deliverables for One (1) BOMA Work Session
(Note: The Design Team has included One (1) presentation for the Joint Conceptual Workshop, BOMA Work session, and BOMA meeting. Slight revisions to the presentation are anticipated after the Joint Conceptual Workshop and BOMA Work session, but most of the presentation will remain the same for all three meetings).
- Preliminary Furniture Plans
- Preliminary Interior Finish Plans and material selections
- Project Specifications Table of Contents
- Civil Engineering schematic design drawings including demolition plan, dimensional site plan, grading/drainage plan, utility plans, and rainwater harvesting system.
- Schematic design drawings of greywater system for lavatories and landscape
- Updated Engineering Design Narrative for Mechanical, Electrical, Plumbing, and Structural Engineering
- 100% Schematic Mechanical, Electrical, and Plumbing Engineering Plans, including Site Lighting Plan.
- 100% Schematic Structural Engineering Plans inclusive of significant structural details.
- Written narrative of operational objectives of the security system such as programming, integrations, management and monitoring of these technologies.
- MEP systems noise and vibration control guide
- Lighting, AV/Broadcast, and Telecommunications schematic drawings with recommendations and concepts based on the review of the 100% Schematic Design

- Acoustical report with recommendations and concepts based on the review of the 100% Schematic Design
- Telecommunications Schematic design drawings including structured cabling, Wi-Fi, network electronics, telephone specification, distributed antenna system, and intercom system design.
- Updated LEED Scorecard
- Building Energy Model and Modeling Analysis Report
- USGBC Registration Confirmation
- Commissioning Review of 100% Schematic Design Documents
- Commissioning Plan, including checklists for pre-functional and functional performance verification

Final Schematic Opinion of Probable Cost (Based on 100% Schematic Design documents) including updated schedule of values, value engineering options, construction schedule (duration), and constructability/sequencing issues list

2F. Phase 2 BOMA Milestone

- Scope, Schedule, and Fees for Phase Three
- Presentation Deliverable for the BOMA Work Session and BOMA Meeting
(Note: The Design Team has included One (1) presentation for the Joint Conceptual Workshop, BOMA Work Session(s), and BOMA meeting. Minor revisions from the Joint Conceptual Workshop feedback and Phase 3 Scope, Schedule, and Fees will be added to the presentation prior to the BOMA Work Session.)

IV. Proposed Phase 2 Fees:

The following proposed fees will be billed monthly per the Fee Schedule given in Appendix C.

Reprogramming and Economic Consultation:	\$390,800
<u>Schematic Design:</u>	<u>\$1,216,400</u>
Total Proposed Fee for Phase 2:	\$1,607,200

***The fees are based on an anticipated City Hall square footage of +/- 91,250-95,750 square feet. Any substantial increase to the project scope will result in additional fees. Hourly Rates for the Design Team are included in Appendix D.*

The Design team is proposing a fee increase of approximately 9.5% for the scope increase associated with additional building area, which would result in a revised Schematic Design Fee amount of \$1,197,400. In addition to this increase, we are proposing an additional fee of \$19,000 for the time involved in the following three tasks:

1. An additional meeting with DRC to discuss the results of the Reprogramming and ideas for the design of the 1-acre open space along 3rd Avenue beyond the building footprint toward Church Street.
2. Program and schematic design of the remaining open space outside the building footprint of approximately 1 acre in size along 3rd Avenue and Church Street.
3. Preparation of an additional opinion of probable cost in October/November 2022 based on the current preliminary test-fit plans. (The current SD scope doesn't update the cost estimate until the end of 50% SD documents).

V. Assumptions and Exclusions:

1. ADD ALTERNATES that were identified in Phase 1 proposal are not included in this scope of work/fee proposal (Offsite utility improvements other than those listed, full-width streetscapes, separate parking structure, burying overhead utilities other than those listed, etc.)

2. Plans for Church Street project will be provided to OHM by City of Franklin. Drainage plan by OHM shall consider phasing of new 60-inch storm sewer in Church. Drainage design will need to consider both the existing and new storm sewer elevations.
3. Zoning is compatible with planned development. Zoning appeals, variance requests, planning commission appeals, or other similar matters are not anticipated and are not included in this scope.
4. Preparation for, and attendance at, a project team meeting, public meeting or hearing beyond those listed in the attached Completion Schedule (Appendix A) are not included.
5. The outcome of the BOMA Work Session listed under Part 2B above could result in a change in direction for the remainder of Phase 2. Additional time and fees may be required if the outcome of the Work Session result in a substantial increase in the scope of work. Time will be required to adjust the scope, schedule, and fees accordingly prior to proceeding with the remainder of Phase 2.
6. Reprogramming includes the reduction of number of seats and spaces, not revisions to the space standards established in Phase 1. Minor revisions to the space standards established in the Phase 1 necessary for the revised building footprint are included, however substantial dimensional revisions to typical spaces (offices, workstations, work rooms, etc.) are not included.
7. If the outcome from BOMA or DRC meetings conflicts with direction given by the City Executive Team prior to the BOMA or DRC meetings and results in redesign, then additional services may be required.
8. Additional design options or deliverables requested beyond the amount specified as included under "Deliverables" may require additional fees. Requests for additional fees will be presented in accordance with the executed Professional Services Agreement.
9. Owner is responsible for payment of all fees associated with permit applications, plan reviews, filing/recording fees. OHM will provide Owner/Project Manager with a minimum of ten working days' notice prior to any fees required for submittals to outside agencies.
10. Owner is responsible for contracting any required third-party special inspection/testing services.
11. Deliverables will be issued as schematic design documents without an engineer's or architect's stamp.
12. Traffic Impact Studies, signal analysis, or other traffic engineering services are not included.
13. Any significant modifications requested after Owner approval of Schematic Design milestone deliverables may require additional fees. Requests for additional fees will be presented in accordance with the executed Professional Services Agreement.
14. The design team assumes all community outreach has been completed in Phase 1 and therefore has been excluded from Phase 2 scope of services.
15. Ten hours of value engineering options and identification of constructability issues is included in the Opinion of Probable Cost scope of work. Additional time beyond the ten hours may require additional services. Requests for additional fees will be presented in accordance with the executed Professional Services Agreement.
16. Construction Estimating, while technical in nature, is not an exact science. Our cost estimates are merely an opinion of probable costs, based on historical data and a reasonable prediction of future costs. Cost fluctuation is normal however since 2020, the fluctuation in costs has been volatile and hard to predict inflation and other influences on cost of materials, goods, and labor. Our opinion of costs is information only, tied to a specific timeframe, and not a guarantee of final cost.
17. The architects and our consultants will make every reasonable effort to achieve the client's sustainability objective of LEED Silver certification, which is determined solely by the interpretations and acceptance from the USGBC. The Architect does not warrant or guarantee that the project will achieve the sustainability objective.

We appreciate the opportunity to submit this proposal for your review and consideration. Please let us know if you have any questions.

Sincerely,



Gary Sebach, AIA, LEED AP

Enclosures / Attachments (#): Appendix A: Phase 2 Completion Schedule, Appendix B: Masterplan Phase 2 Scope Diagram, Appendix C: Phase 2 Fee Schedule, Appendix D: Phase 2 Hourly Rates

xc: OHM :: File

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Z:\Projects\2006-00_Franklin City Hall\Management\Pre-Design\Proposal\Phase 2 Fee Materials\2006-01_Pro_22-03-22_FCH Scope Letter.Docx

APPENDICES

Appendix A (Revision 1): Phase 2 Completion Schedule

Appendix B (Revision 1): Masterplan Phase 2 Scope Diagram

Appendix C (Revision 1): Phase 2 Fee Schedule

Appendix D: Phase 2 Consultant Team and Hourly Rates

Appendix A (Revision 1): Phase 2 Completion Schedule

****Note:** Items listed in **red** in the amended Phase 2 Completion Schedule below indicate a change in schedule and/or scope from the original Phase 2 Completion Schedule issued on March 23, 2022.

Appendix 'A': Franklin City Hall Phase 2 Work Plan		Duration		
Proj. No.	Project	Start	End	Weeks
02	PHASE TWO: SCHEMATIC DESIGN	4-Apr-22	24-Oct-23	81.1 Wks
997%				
2A	PHASE 2 KICK OFF	4-Apr-22	25-Apr-22	3.0 Wks
	Kickoff Preparation	4-Apr-22	15-Apr-22	1.6 Wks
	Kickoff Meeting with City Executive Team	19-Apr-22	19-Apr-22	
	Establish Agendas for Leadership & Zone Meetings	20-Apr-22	25-Apr-22	0.7 Wks
2B	REPROGRAMMING AND ECONOMIC CONSULTATION	26-Apr-22	22-Nov-22	30.0 Wks
	Meet with City Executive Team: Receive Feedback on Reprogramming Priorities/Finalize Agendas	26-Apr-22	26-Apr-22	
	Leadership Meeting 1: Introduction to Reprogramming Process	5-May-22	5-May-22	
	Zone Meeting 1: Development Services	10-May-22	10-May-22	
	Development Services Test Fits and Compile DSZ Zone Meeting Feedback	11-May-22	30-May-22	2.7 Wks
	Meet with City Executive Team - Review Development Services Zone Test Fits and DSZ Zone Meeting Feedback	31-May-22	31-May-22	
	Zone Meeting 2: Administrative Zone	14-Jun-22	14-Jun-22	
	Zone Meeting 3: Staff and Facilities Access Zone (IT and Facilities)	28-Jun-22	28-Jun-22	
	Submit Market Analysis BOMA Presentation	28-Jun-22	28-Jun-22	
	BOMA Worksession: Results of Market Analysis	12-Jul-22	12-Jul-22	
	Meet with City Executive Team: Review BOMA Feedback and Discuss Next Steps	13-Jul-22	13-Jul-22	
	Zone Meeting 4: Public Access Zone	12-Jul-22	12-Jul-22	
	Compile Data from Zone Meetings 2-4	13-Jul-22	18-Jul-22	0.7 Wks
	Meet with City Executive Team - Review Results of Zone Meetings	19-Jul-22	19-Jul-22	
	Test Fits for All Zones	20-Jul-22	8-Aug-22	2.7 Wks
	Meet with City Executive Team - Review Test Fit Options for all Zones/Prep for Leadership Meetings	9-Aug-22	9-Aug-22	
	Test Fit Review Meeting 1: Present Test Fits to Leadership	18-Aug-22	18-Aug-22	
	Test Fit Review Meeting 2: Review Test Fits with Departments (Floor Meetings)	30-Aug-22	30-Aug-22	
	Executive Leadership Meeting: Determine Direction for Reprogramming	15-Sep-22	15-Sep-22	
	BOMA Worksession Presentation Prep	30-Aug-22	13-Sep-22	2.0 Wks
	Submit Presentation for BOMA Worksession (Test Fit Overview)	13-Sep-22	13-Sep-22	
	BOMA Worksession: Results of Reprogramming and Test Fit Overview	27-Sep-22	27-Sep-22	
	Programming Document Updates	15-Sep-22	4-Oct-22	2.7 Wks
	Submit Revised Programming Document	4-Oct-22	4-Oct-22	
	BOMA Worksession: City Hall Funding Discussion	11-Oct-22	11-Oct-22	
	Update Scope, Schedule, and Fees for Remainder of Phase 2	27-Sep-22	4-Oct-22	1.0 Wks
	Submit Amended Scope, Schedule, and Fees for Contract/Law Review	4-Oct-22	4-Oct-22	
	Contract/Law Review of Amended Scope, Schedule, and Fees	4-Oct-22	18-Oct-22	2.0 Wks
	Submit Amended Scope, Schedule, and Fees for BOMA Meeting	25-Oct-22	25-Oct-22	
	BOMA Work Session: Amended Scope, Schedule, and Fees Discussion	8-Nov-22	8-Nov-22	
	BOMA Meeting: Vote to Approve Amended Scope, Schedule, and Fees	22-Nov-22	22-Nov-22	
2C	50% SCHEMATIC DESIGN	8-Nov-22	11-Apr-23	22.0 Wks
	Opinion of Probable Cost of Test Fit Plans	8-Nov-22	29-Nov-22	3.0 Wks
	50% SD Kick-Off Meeting	29-Nov-22	29-Nov-22	
	Preliminary Building Exterior Elevation Studies	30-Nov-22	19-Dec-22	2.7 Wks
	DRC Meeting 4 Presentation Prep	5-Dec-22	9-Dec-22	0.6 Wks
	Submit DRC Meeting 4 Presentation	12-Dec-22	12-Dec-22	
	DRC Meeting 4 - Results of Reprogramming and Open Space Charette (Special meeting from 3:00 - 4:30)	19-Dec-22	19-Dec-22	
	Bi-Weekly SD Review Meeting	20-Dec-22	20-Dec-22	
	Finalize Preliminary Building Exterior Elevation Studies	21-Dec-22	9-Jan-23	2.7 Wks
	Design Team SD Coordination	21-Dec-22	9-Jan-23	2.7 Wks
	Bi-Weekly SD Review Meeting	3-Jan-23	3-Jan-23	
	DRC Meeting 5 Presentation Prep	9-Jan-23	13-Jan-23	0.6 Wks
	Design Team SD Coordination	9-Jan-23	13-Jan-23	0.6 Wks
	Submit DRC Meeting 5 Presentation	16-Jan-23	16-Jan-23	
	Bi-Weekly SD Review Meeting	17-Jan-23	17-Jan-23	
	DRC Meeting 5 - 25% SD (Special meeting from 3:00 - 4:30)	23-Jan-23	23-Jan-23	
	Building Exterior Elevation Revisions per DRC Feedback	24-Jan-23	6-Feb-23	1.9 Wks
	Design Team SD Coordination	24-Jan-23	6-Feb-23	1.9 Wks
	Bi-Weekly SD Review Meeting	7-Feb-23	7-Feb-23	
	DRC Meeting 6 Presentation Prep	8-Feb-23	20-Feb-23	1.7 Wks
	Design Team Final 50% SD Coordination - Code/Life Safety Review	8-Feb-23	20-Feb-23	1.7 Wks
	Submit DRC Meeting 6 Presentation	20-Feb-23	20-Feb-23	
	Develop FMPC/BOMA Joint Conceptual Workshop Presentation	17-Jan-23	8-Feb-23	3.1 Wks
	Submit FMPC/BOMA Joint Conceptual Workshop Presentation	9-Feb-23	9-Feb-23	
	FMPC/BOMA Joint Conceptual Workshop - Review Schematic Design Progress	23-Feb-23	23-Feb-23	
	DRC Meeting 6 - 50% SD	27-Feb-23	27-Feb-23	
	Building Exterior Elevation Revisions per DRC Feedback	28-Feb-23	13-Mar-23	1.9 Wks

Appendix A (Revision 1): Phase 2 Completion Schedule (continued)

****Note:** Items listed in **red** in the amended Phase 2 Completion Schedule below indicate a change in schedule and/or scope from the original Phase 2 Completion Schedule issued on March 23, 2022.

Appendix 'A': Franklin City Hall Phase 2 Work Plan		Duration		
Proj. No.	Project	Start	End	Weeks
	Executive Leadership Meeting - Review 50% Schematic Design	14-Mar-23	14-Mar-23	
	50% SD - Opinion of Probable Cost	15-Mar-23	5-Apr-23	3.0 Wks
	Cx Review of 50% SD Documents	15-Mar-23	5-Apr-23	3.0 Wks
	Submit Final 50% Schematic Design Drawings & Opinion of Probable Cost to City Executive Team	11-Apr-23	11-Apr-23	
2D	75% SCHEMATIC DESIGN	18-Apr-23	20-Jun-23	9.0 Wks
	75% SD Kick-Off Meeting	18-Apr-23	18-Apr-23	
	Initial Color Renderings	19-Apr-23	1-May-23	1.7 Wks
	Design Team SD Coordination - Include Preliminary Site Lighting Selections and Photometric Plan, Code/Life Safety Analysis	19-Apr-23	1-May-23	1.7 Wks
	Bi-Weekly SD Review Meeting	2-May-23	2-May-23	
	DRC Meeting 7 Presentation Prep	3-May-23	15-May-23	1.7 Wks
	Updates to Color Renderings	3-May-23	15-May-23	1.7 Wks
	Bi-Weekly SD Review Meeting	16-May-23	16-May-23	
	Design Team Final 75% SD Coordination	16-May-23	29-May-23	1.9 Wks
	Submit DRC Meeting 7 Presentation	22-May-23	22-May-23	
	DRC Meeting 7 - 75% SD (Regular meeting)	29-May-23	29-May-23	
	Bi-Weekly SD Review Meeting - Review 75% SD	30-May-23	30-May-23	
	Color Rendering and Exterior Elevation Revisions per DRC Feedback	30-May-23	13-Jun-23	2.0 Wks
	75% SD - Opinion of Probable Cost	30-May-23	13-Jun-23	2.0 Wks
	Cx Review of 75% SD Documents	30-May-23	13-Jun-23	2.0 Wks
	Develop Presentation for BOMA Worksession	30-May-22	12-Jun-22	1.9 Wks
	Submit BOMA Worksession Presentation	13-Jun-22	13-Jun-22	
	Bi-Weekly Review Meeting	13-Jun-23	13-Jun-23	
	Submit Final 75% Schematic Design Drawings & Opinion of Probable Cost to City Executive Team	20-Jun-23	20-Jun-23	
	Meet with Codes, Engineering, and Fire	20-Jun-23	20-Jun-23	
2E	100% SCHEMATIC DESIGN	27-Jun-23	29-Aug-23	9.0 Wks
	BOMA Worksession - Schematic Design	27-Jun-22	27-Jun-22	
	100% SD Kick-Off Meeting	27-Jun-23	27-Jun-23	
	Design Team SD Coordination	28-Jun-23	17-Jul-23	2.7 Wks
	DRC Meeting 8 Presentation Prep	28-Jun-23	14-Jul-23	2.3 Wks
	Bi-Weekly SD Review Meeting	11-Jul-23	11-Jul-23	
	Design Team Final 100% SD Coordination - LEED Scorecard Update, Project Specifications TOC	17-Jan-23	8-Feb-23	3.1 Wks
	Energy Model	17-Jan-23	7-Feb-23	3.0 Wks
	Submit DRC Meeting 8 Presentation	17-Jul-23	17-Jul-23	
	DRC Meeting 8 - 100% SD (Either special mtg at 3PM or regular mtg depending on no. of applications)	24-Jul-23	24-Jul-23	
	Bi-Weekly SD Review Meeting	25-Jul-23	25-Jul-23	
	Color Rendering and Exterior Elevation Revisions per DRC Feedback	26-Jul-23	9-Aug-23	2.0 Wks
	Bi-Weekly SD Review Meeting - Review 100% SD	8-Aug-23	8-Aug-23	
	Revisions to SD per JCW Feedback	24-Feb-23	10-Mar-23	2.0 Wks
	100% SD - Opinion of Probable Cost	8-Aug-23	22-Aug-23	2.0 Wks
	Cx Review of 100% SD Documents	8-Aug-23	22-Aug-23	2.0 Wks
	Develop Draft PSA and Phase 3 Scope, Schedule, and Fees	8-Aug-23	18-Aug-23	1.4 Wks
	Bi-Weekly Review Meeting - Review Phase 3 PSA, Scope, Schedule, and Fees Draft/100% SD	22-Aug-23	22-Aug-23	
	Submit Final 100% Schematic Design Drawings & Opinion of Probable Cost to City Executive Team	29-Aug-23	29-Aug-23	
	USGBC Registration Confirmation	29-Aug-23	29-Aug-23	
2F	PHASE 2 BOMA MILESTONE	29-Aug-23	24-Oct-23	8.0 Wks
	Update Draft PSA and Phase 3 Scope, Schedule, and Fees	29-Aug-23	12-Sep-23	2.0 Wks
	Develop Presentation for BOMA Worksession	22-Aug-23	5-Sep-23	2.0 Wks
	Submit BOMA Worksession Presentation	12-Sep-23	12-Sep-23	
	Meet with City Executive Team - Review Phase 3 PSA, Scope, Schedule, and Fees	12-Sep-23	12-Sep-23	
	Finalize PSA and Phase 3 Scope, Schedule, and Fees	12-Sep-23	25-Sep-23	1.9 Wks
	BOMA Worksession - Schematic Design & Phase 3 PSA	26-Sep-23	26-Sep-23	
	Develop Presentation for BOMA Meeting	26-Sep-23	10-Oct-23	2.0 Wks
	Submit BOMA Meeting Presentation/Resolution	10-Oct-23	10-Oct-23	
Milestone	BOMA Meeting- Resolution to Approve Schematic Design & Phase 3 PSA	24-Oct-23	24-Oct-23	

****Note: The item clouded in red in the amended Phase Scope Diagram below indicates a change in scope from the original Phase 2 Scope Diagram issued on March 23, 2022.**



Appendix C (Revision 1): Phase 2 Fee Schedule (Monthly)

****Note:** Items listed in **red** in the amended Phase 2 Fee Schedule below indicate a change in amount from the original Phase 2 Fee Schedule issued on March 23, 2022.

PHASE 2: FEE SCHEDULE (Monthly)

			\$ 1,607,200	
Inv. #	Tasks	% Complete	Invoice Amt.	
15	2A	4%	\$	65,100
16	2A	8%	\$	65,100
17	2B	12%	\$	65,100
18	2B	15%	\$	39,100
19	2B	17%	\$	39,100
20	2B	19%	\$	39,100
21	2B	22%	\$	39,100
22	2B	24%	\$	39,100
23	2C	31%	\$	107,934
24	2C	38%	\$	107,934
25	2C	46%	\$	135,006
26	2C	55%	\$	135,006
27	2C	62%	\$	119,220
28	2D	69%	\$	119,220
29	2D	77%	\$	119,220
30	2D	84%	\$	119,220
31	2E	92%	\$	119,220
32	2E	99%	\$	119,220
33	2F	99.5%	\$	7,600
34	2F	100%	\$	7,600
TOTAL FEE FOR PHASE 2		100%	\$	1,607,200

Appendix D Phase 2: Consultant Team and Hourly Rates

Role	Company Name	Contact Person and role	billing classification	hourly billing rate
Architect of Record:	OHM Advisors 209 10th Avenue South Suite #154 Nashville, Tennessee 37203	Gary Sebach (Principal Architect) Gary.Sebach@ohm-advisors.com	Principal	\$240
		David Mancino (Project Architect) David.Mancino@ohm-advisors.com	Project Architect	\$188
		John Hardt (Vice President Architect) John.Hardt@ohm-advisors.com	Principal	\$240
Architect / Project Manager:	Studio Eight Design 56 Lindsley Avenue Nashville, Tennessee 37210	Anna Ruth Kimbrough (Project Manager) arkimbrough@s8-design.com	Principal	\$230
		Matt Taylor (Principal in Charge) mtaylor@s8-design.com	Principal	\$240
Civil Engineer:	OHM Advisors 209 10th Avenue South Suite #154 Nashville, Tennessee 37203	Robert Pelosi, PE (Civil Engineer) robert.pelosi@ohm-advisors.com	Professional Eng. 3	\$170
		Keith Holz (Civil Engineer) keith.holz@ohm-advisors.com	P.E. 2	\$155
Landscape Architecture:	KVD Kiser Vogrin Design 5005 Meridian Boulevard, Suite 100 Franklin, Tennessee 37067	Gary M. Vogrin, ASLA (Landscape Architect) gary@kiservogrin.com	Partner	\$215
		Dwight E. Kiser, ASLA (Landscape Architect) dwight@kiservogrin.com	Partner	\$215
		Katie Rudowsky L.A. katie@kiservogrin.com	Project Manager	\$175
Interior Design:	BRAND Interior Design, LLC	Malee Cherry, RID, IIDA, LEED AP (Interior Design/Logistics and Phasing) malee@brandinteriordesign.com	Principal	\$125
Structural Engineer & MEP Engineering	Genesis Engineering 134 4th Avenue North Franklin, Tennessee 37064	Russell Skrabut, PE, SI, LEED AP (Structural Engineer) raskrabut@geneng.net	Principal	\$215
		Victoria W. Robertson (Mech Engineer) vroberson@geneng.net	Assoc. Principal	\$175
		Dan Schafran, PE (Electrical Engineer) dschafran@geneng.net	Assoc. Principal	\$175
LEED Consultant:	Optimized Design Solutions 311 Caysens Square Lane Franklin, Tennessee 37064 (Energy Studio)	Ken A. Scalf, AIA, LEED AP kascalf@gmail.com	Principal	\$190
		Amanda Bogner abogner@energystudioinc.com	Principal	\$190
Specification Consultant:	Specs & Details PO Box 281772 Nashville, Tennessee 37228	Lynn Jolley, AIA, CSI, CCS, CCA, SCIP, NOMA ljolley@comcast.net	Principal	\$140
Security	SRMC, LLC	Lynda Buel CPP, CFE, CSC, CPTED (SRMC Owner) lyndab@srmccllc.com	Principal	\$215
	102 West Main Street #85 New Albany, OH 43054	Jim Townzen, PSP (Security Consultant) jimt@srmccllc.com		\$215

Appendix D: Phase 2 Consultant Team and Hourly Rates

Role	Company Name	Contact Person and role	billing classification	hourly billing rate
Lighting/AV/Low Voltage:	Henderson Engineers 2550 Meridian Boulevard Franklin, Tennessee 37067	John Wiseman john.wiseman@hendersonengineers.com	project manager	\$145
		Jeff Teel (director) Jeff.Teel@hendersonengineers.com	Acoustic QC	\$200
		Elaina Bargas elaina.bargas@hendersonengineers.com	lead acoustics	\$120
		Jim Rose jim.rose@hendersonengineers.com	lead A/V	\$130
		Joe Gombos joseph.gombos@hendersonengineers.com	A/V QC	\$145
		Roe Gammon roe.gammon@hendersonengineers.com	lead smart building	\$130
		Karen Zeballos karen.zeballos@hendersonengineers.com	lead telecom	\$120
		Rebecca Rothermich Rebecca.rothermich@hendersonengineers.com	Telecom Q/A	\$145
		Mark Hershman mark.hershman@hendersonengineers.com	lead lighting	\$185
Commissioning	Facility Diagnostics	Nick Ganick nganick@FDllc-cx.com	Executive consult.	\$220
		Mike Haney mhaney@fdllc-cx.com	senior engineer	\$205
Economic Consultant	Gibbs Planning Group	Bob Gibbs rgibbs@gibbsplanning.com	Principal	\$350



File #: 21-04035

DATE: December 29, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Michelle Hatcher, Director of Water Management
David Diaz, Contracts Administrator

SUBJECT:

Consideration Of COF Contract No. 2022-0276, A Development Agreement With The Refuge Center For Counseling For The Extension Of Temporary And Permanent Sanitary Sewer Infrastructure, Located Along A Section Of Long Lane

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2022-0276, A Sanitary Sewer Development Agreement With The Refuge Center .

BACKGROUND/STAFF COMMENTS:

When the Refuge Center annexed their property in early 2019, the Board of Mayor and Aldermen subsequently approved a Development Plan and Plan of Services. The Development Plan provided guidance on extending the public sanitary sewer to their Long Lane property and staff highlighted the likely cost implications. In the process of completing the Site Plan, the Refuge Center team has concluded that extending the permanent sanitary sewer interceptor exceeds their budget and requested staff to consider alternatives for sanitary sewer service. In considering the positive impact and services the not-for-profit Refuge Center provides our community, City staff was able to identify a temporary low-pressure sewer alternative for the Refuge Center.

During the September 27, 2022 Worksession, the Board of Mayor and Aldermen reviewed this solution which would authorize the Refuge Center to design and construct a low-pressure sanitary sewer at their cost, contribute toward the construction of a permanent sewer interceptor, and agree to abandon their low-pressure system and connect to the permanent sewer system when it is approved for use. Refuge Center representatives approved of this solution.

Staff, in coordination with the Refuge Center team, have worked through rough estimates for the design and construction of the sanitary sewer infrastructure as well as the temporary low-pressure sewer that ties into Ladd Park. These estimates will be refined during approval of the Site Plan and, per the attached Development Agreement, separate Letters of Credit will be posted to ensure the temporary low-pressure sanitary sewer is completed and approved and the contribution to the permanent sewer, which includes abandoning the temporary low-pressure system, is

completed. Based on these rough estimates, the Letters of Credit are expected to have a value of approximately \$400,000 each. As noted previously, the final values will be determined during the approval of the Refuge Center Site Plan.

FINANCIAL IMPACT:

The Refuge Center will issue two Letters of Credit that insure the Refuge Center completes the design and construction of the temporary low-pressure sewer and contributes their proportionate share toward the permanent sanitary sewer interceptor. This arrangement is a win-win solution in that it helps ensure the extension of the City's public sanitary sewer system while allowing the Refuge Center to commence development of their new and expanded facility.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2022-0276.

**DEVELOPMENT AGREEMENT FOR THE EXTENSION OF TEMPORARY AND
PERMANENT SANITARY SEWER INFRASTRUCTURE, LOCATED ALONG A SECTION OF
LONG LANE AT “THE REFUGE CENTER”
COF Contract No. 2022-0276**

This Agreement between THE CITY OF FRANKLIN, TENNESSEE (“City”) and THE REFUGE CENTER FOR COUNSELING, INC. (“Developer”) entered into on this the ____ day of _____, 2023 (“Agreement”), subject to the following premises, terms and conditions.

WHEREAS, in early 2022, Developer established a need to create a temporary off-site low-pressure sanitary sewer line at the Premises with the purpose of transitioning to a permanent gravity sewer system at a later date (“Development”).

WHEREAS, on September 27, 2022, the Franklin Board of Mayor and Aldermen reviewed several options to connect Developer to the City’s public sanitary sewer system in a cost-effective manner given the Developer’s ongoing not-for-profit contributions to the community.

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

1. DEFINITIONS

“*Ancillary Documents*” means those agreements to be entered into around the time of this Agreement or otherwise documents in connection with this Agreement, including Standby Letter(s) of Credit.

“*Change of Control*” means the occurrence of the approval by Developer or any of its authorized signatories to complete liquidation or dissolution of The Refuge Center For Counseling, Inc., of all or substantially all of its assets.

“*Compliance Requirements*” means as amended and as now and hereafter in effect, all federal, state, and local statutes, regulations, ordinances, and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations, and all common law as applicable.

“*Development*” means the design and construction of a temporary off-site low-pressure sanitary sewer line at the Premises with the purpose of transitioning to a permanent gravity sewer system at a later date pursuant to this Agreement.

“*Reportable Event(s)*” has the meaning set forth in Exhibit C of this Agreement.

“*Sewer Impact Fee*” means a fee obligation to be paid by Developer to City on or before Developer’s building permit issuance date, to be calculated pursuant to the City’s most current approved schedule of fees at the time of issuance of a building permit, with regard to and inclusive of both the Temporary Sewer Line and Permanent Sewer Line.

“*Standby Letter(s) of Credit*” means a financial instrument used to guarantee either a monetary or a nonmonetary obligation (such as the performance of construction work), whereby the issuer agrees to pay the beneficiary if the customer defaults on its obligation. As in the case of this Agreement, the Standby Letter of Credit shall be issued to guarantee the performance of the (i) Temporary Sewer Line and, as a separate instrument, (ii) the performance of the Permanent Sewer Line. The Standby Letter of Credit performance obligation under the Temporary Sewer Line shall be calculated pursuant to the City’s Surety Calculator and shall be released upon City-accepted dedication of the Temporary Sewer Line. The Standby Letter of Credit performance obligation under the Permanent Sewer Line shall be calculated pursuant to the City’s Surety Calculator prior to or during the Permanent Sewer Line design Phase and shall be released upon City-accepted dedication of the Permanent Sewer Line. Each such Standby Letter of Credit shall name the City as the beneficiary and be issued by a federally insured banking or lending institution with a retail banking branch located within the State of Tennessee.

“*Temporary Sewer Line*” has the meaning set forth in Exhibit A.

“*Term*” means the duration of this Agreement as specified under Section 7 (Term).

“*The Refuge Center*” or “*Premises*” means the property located along Long Lane in southeast Franklin, Tennessee further defined under Exhibit A.

“*Phase(s)*” means, as it relates to the Development’s Temporary Sewer Line or the Permanent Sewer Line, the commencement of (i) planning and design, or (ii) construction.

“*Permanent Sewer Line*” shall have its meaning set forth in Exhibit B.

2. DEVELOPMENT OF THE PREMISES. On and subject to the terms and conditions of this Agreement, Developer shall oversee and manage the design and construction of temporary and permanent sanitary sewer infrastructure located on the Premises in a manner specified in Exhibit A and Exhibit B.
3. DEVELOPER’S RESPONSIBILITIES RELATED TO THE TEMPORARY SEWER LINE.

Developer shall:

- a. Upon recording of final plat for the Premises, deliver to City a Standby Letter of Credit in the City’s favor. Developer acknowledges that Developer’s ability to perform this Agreement is contingent upon the Developer’s ability to obtain a Standby Letter of Credit in a form and substance satisfactory to City.
- b. Be responsible for all costs and fees related to the Development, including site plan approval, building permit issuance and Sewer Impact Fee.
- c. Obtain City’s written approval to proceed with each Phase of the Development.
- d. Provide the City with advance notice if any Developer is considering, anticipating or otherwise aware of any Reportable Event. In all instances, such notice shall be provided in accordance with Section 10 (Notice).

- e. Fulfill all requirements specified under Exhibit A (Temporary Sewer Line) and Ancillary Documents.
- f. In the event the Developer would like to expand the connectivity of the Temporary Sewer Line to any third-party or adjoining parcels, Developer shall obtain the City's written consent to do so.
 - i. City, by virtue of the rights and responsibilities of the Franklin Board of Mayor and Aldermen, retains the right to expand the connectivity of the Temporary Sewer Line to any third-party or adjoining parcels in the interest of public service and utility. In the event of such expansion, Developer and such third party shall be permitted to negotiate a proportionate share of the overall cost to install the Temporary Sewer Line; provided, however, Developer obtains prior consent from the Franklin Board of Mayor and Aldermen to do so.

4. DEVELOPER'S RESPONSIBILITIES RELATED TO THE PERMANENT SEWER LINE

Developer shall:

- a. Upon recording of final plat for the Premises, deliver to City a Standby Letter of Credit in the City's favor. Developer acknowledges that Developer's ability to perform this Agreement is contingent upon the Developer's ability to obtain a Standby Letter of Credit in a form and substance satisfactory to City.
- b. Within nine (9) months following the installation, inspection and City-accepted dedication of the Permanent Sewer Line to within eight hundred feet (800') of the boundary of the Premises.
- c. Be responsible for all costs and fees related to the Development, including site plan approval, building permit issuance and Sewer Impact Fee.
- d. Obtain City's written approval to proceed with each Phase of the Development.
- e. Provide the City with advance notice if any Developer is considering, anticipating or otherwise aware of any Reportable Event. In all instances, such notice shall be provided in accordance with Section 10 (Notice).
- f. Fulfill all requirements specified under Exhibit B (Permanent Sewer Line) and Ancillary Documents.

5. REPRESENTATIONS AND WARRANTIES CONCERNING THE DEVELOPMENT

- a. Developer's Representations and Warranties. Developer represents and warrants to City that the statements contained in this Section are correct and complete as of the date of this Agreement and will be correct and complete throughout the Term of this Agreement.
 - i. Organization of Developer. Developer (if a corporation or other entity) is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or other formation.
 - ii. Authorization of Development. Developer has full power and authority (including full corporate or other entity power and authority) to execute and deliver this Agreement and to perform his, her, or its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Developer, enforceable in

accordance with its terms and conditions. The execution, delivery, and performance of this Agreement and all other agreements contemplated hereby have been duly authorized by Developer.

- iii. Developer has full corporate power and authority and all licenses, permits, and authorizations necessary to carry on the business in which they are engaged and in which they presently propose to engage and to own and use the properties owned and used by them. Developer has delivered to City correct and complete copies of the charter and bylaws for itself (as amended to date). Developer is not in default under or in violation of any provision of its charter or bylaws.
 - iv. Non-Contravention. Neither the execution and delivery of this Agreement, nor the consummation of the Development contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, government agency, or court to which the Developer is subject or any provision of the charter or bylaws of any or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which the Developer is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any lien upon any of its assets).
 - v. Legal Compliance. Developer has complied with and is actively in compliance with all applicable laws (including rules, regulations, resolutions, ordinances, municipal codes, plans, injunctions, judgments, orders, decrees, rulings and charges thereunder and of federal, state, and local governments (and all agencies thereof), and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against any of them alleging any failure so to comply. It is the Developer's responsibility to determine the applicability of any Compliance Requirements.
6. ACCOUNTING RECORDS. The Developer shall keep full and detailed accounts and exercise such controls as may be necessary for the proper financial management under this Agreement. All accounting and control systems shall be satisfactory to the City. At all reasonable times, the City shall be afforded access to, and shall be permitted to copy and audit, the Developer's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Agreement or otherwise related to the Development. The City anticipates, but shall not be limited by, one (1) audit visit per annum during the course of the Term of this Agreement. Upon written request from the City, the Developer will make available those contract books, documents, and records necessary to verify compliance with the Compliance Requirements and the terms of this Agreement.
7. TERM. The initial term of this Agreement shall be five (5) years from the date first noted above (the "Original Term"). At the expiration of the Original Term, this Agreement shall automatically renew for additional terms of five (5) years each upon the same terms as set herein, unless prior written notice is provided by either City or Developer to the opposing party not less than twelve

(12) months in advance of the end of the Original Term or any additional term then taking effect, that said party intends not to renew the Agreement upon the expiration of the then existing term.

8. TERMINATION. The City may terminate this Agreement for any or no reason.

9. REMEDIES FOR BREACH OF THIS AGREEMENT; CURE NOTICE.

- a. The Developer's representations and warranties contained in this Agreement shall survive the duration of the Term. Failure by the Developer to comply with any of the obligations contained in this Agreement shall entitle the City to give the Developer notice specifying the nature of the default and requiring Developer to cure such default. If such default is not cured within ten (10) days after receipt of such notice (or, if such default cannot be cured within such ten (10) day period if Developer does not commence and diligently continue actions to cure such default), the City shall be entitled, without prejudice to any of its other rights conferred to it by this Agreement, to any other remedies available to it by law or in equity.
- b. Developer shall defend and indemnify the City against, and to hold the City harmless from, any and all losses incurred or suffered by City arising out of or related to any of the following:
 - i. Any breach of or any inaccuracy in any representation or warranty made by a Developer in this Agreement or any of the Ancillary Documents;
 - ii. Any breach or failure by Developer to perform any covenant or obligation of a Developer set forth in this Agreement or any of the Ancillary Document.

City shall be deemed to have relied upon the express representations and warranties of Developer set forth in this Agreement.

10. NOTICE. All notices under this Agreement shall be in writing and sent by certified mail to the address listed below for each party.

City:

City of Franklin, TN, City Hall
109 3rd Avenue, S.
Franklin, TN 37064
Attn: Mark Hilty, Assistant City Administrator

Developer:

The Refuge Center for Counseling, Inc.
103 Forrest Crossing Blvd, #102
Franklin, TN 37064
Attn: Amy Alexander, Executive Director

11. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY. No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law shall be excluded from participation in, or be denied benefits, or be otherwise subjected to discrimination in the performance of this Agreement.

12. CONFLICT OF INTEREST. Developer agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall

not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Developer further covenants that in the performance of this Agreement no person having such an interest, direct or indirect, shall be employed or retained by Developer hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Developer or of any designated public agencies or sub-recipients that are receiving funds under this program.

13. VENUE. In the event of a dispute or litigation arising out of said Agreement, it is understood and agreed that this Agreement was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

14. ASSIGNMENT. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Such Agreement nor any of the rights and obligations of the Developer hereunder shall not be assigned, subcontracted or transferred in whole or in part without the prior written consent of the City. Any such assignment transfer or subcontract shall not release the Developer hereunder and the City may contract with or reimburse any such assignee without waiving any of its rights against the Developer.

15. ENTIRE AGREEMENT AND MODIFICATION. The Agreement between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Agreement. The terms and conditions of this Agreement may not be changed except by an amendment expressly referencing this Agreement by section number and signed by an authorized representative of each party, unless specified otherwise in this Agreement.

If seeking any addition or modification to the Agreement, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Agreement; 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, acknowledgment, or other writings unless: (a) such purchase order, acknowledgment, or other writings specifically refer to the Agreement or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Agreement; and (c) such purchase order, acknowledgment, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

16. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

17. WAIVER. Neither party's failure nor delay to exercise any of its rights or powers under the Agreement 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 signed by the waiving party in writing. 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.

Approved by the Board of Mayor and Aldermen on _____, 2023.

WITNESS our hands on the dates as indicated.

Developer

The Refuge Center for Counseling, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

CITY

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. KEN MOORE
Mayor

Date: _____

By: _____
ERIC S. STUCKEY
City Administrator

Date: _____

Approved as to Form by:

William E. Squires
Assistant City Attorney

REFUGE CENTER
SANITARY SEWER EXTENSION
SITE PLAN (INFRASTRUCTURE ONLY)

LONG LANE
C.O.F. PROJECT NO. ____
WILLIAMSON COUNTY, TENNESSEE
JULY, 2022

GENERAL INFORMATION	
PROJECT NAME	
ADDRESS	
TAX MAP, PARCEL NUMBER	, PARCEL
ACREAGE OF PARCEL	± AC.
CURRENT ZONING	
PROPOSED USE	

NOTE TO CONTRACTOR:

THE CONTRACTOR SHALL REFER TO ALL PLANS WITHIN THIS PLAN SET AND THE WRITTEN PROJECT SPECIFICATIONS. IT IS NOT THE ENGINEER'S INTENT THAT ANY SINGLE PLAN SHEET IN THIS SET OF DOCUMENTS FULLY DEPICT ALL WORK ASSOCIATED WITH THIS PROJECT.

STATE OF TENNESSEE PERMITS

NPDES TRACKING NUMBER: TNR - PENDING
ARAP PERMIT NUMBER: N/A

SURVEY INFORMATION

SURVEY INFORMATION FOR THIS PROJECT PROVIDED BY M2 GROUP, LLC - DATED NOVEMBER, 2022.

UTILITY CONTACTS:

CABLE:
COMCAST
MATTHEW MOORE
615-405-5601
MATTHEW_MOORE2@CABLE.COMCAST.COM

GAS:
ATMOS GAS
ERIC COMER
615-477-3166
ERIC.COMER@ATMOSENERGY.COM

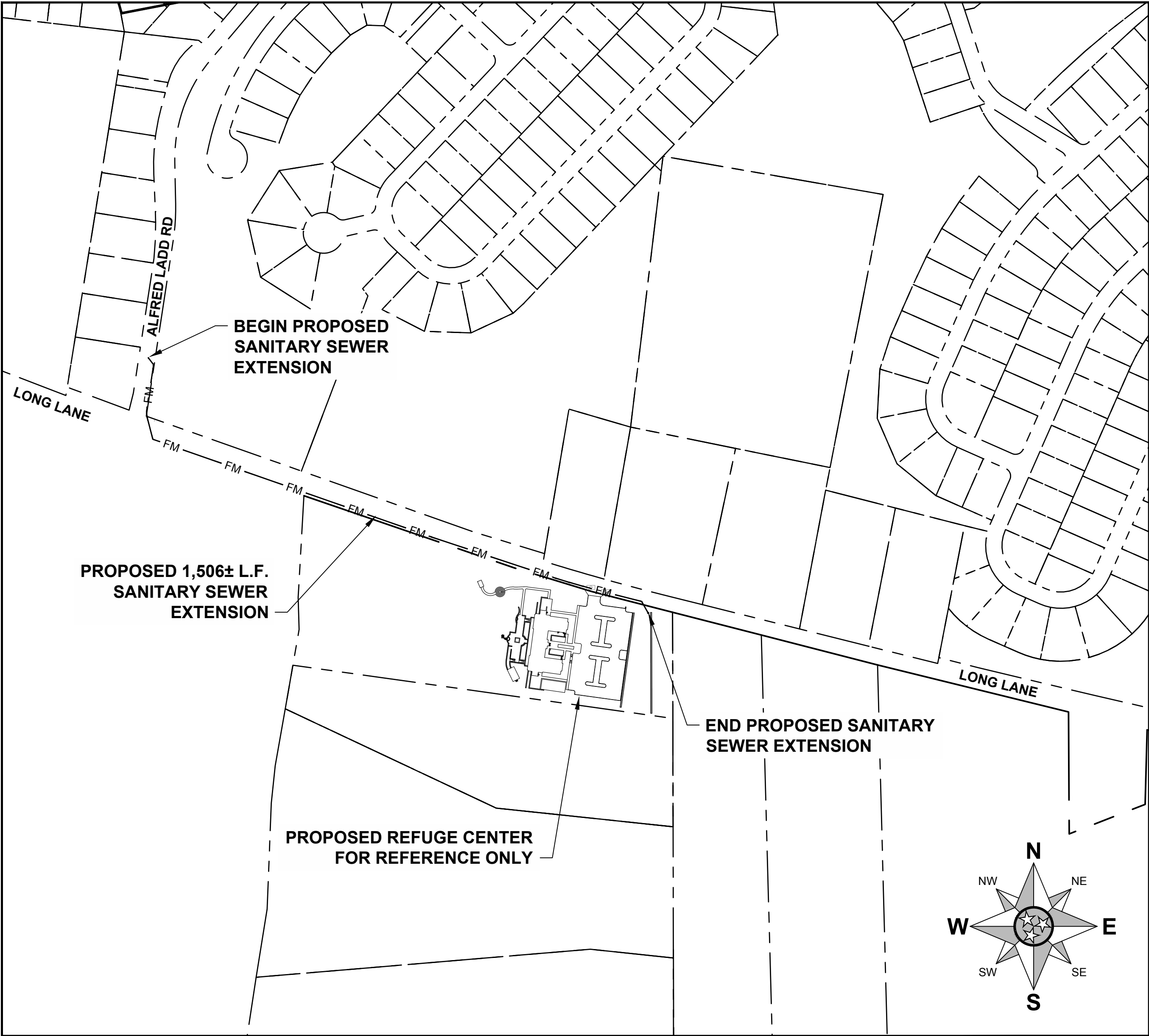
ELECTRIC:
MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION
DALE HOOD
615-595-4693
DALE.HOOD@MTEMC.COM

PHONE:
AT&T / BELL SOUTH
DAVID TUTTEROW
615-595-7816
DT8243@ATT.COM

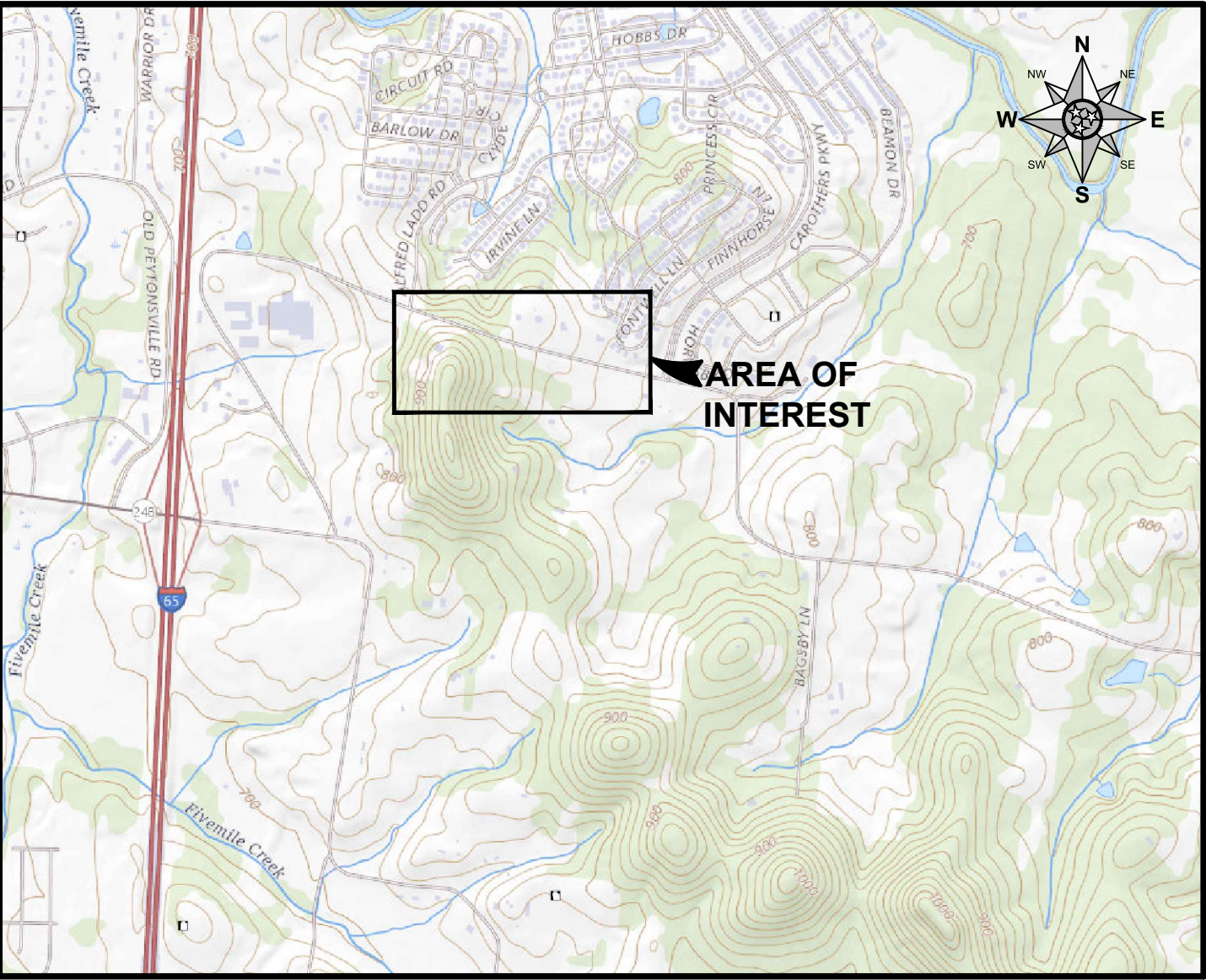
FIBER OPTIC:
AT&T
JAMES RICHARDSON
615-394-9467
JR3759@ATT.COM

WATER:
MILCROFTON UTILITY DISTRICT
MIKE JONES
615-794-5947
MIKE@MILCROFTON.COM

SANITARY SEWER:
COF WATER MANAGEMENT INSPECTIONS
124 LUMBER DRIVE
FRANKLIN, TN 37064
CONTACT: UTILITY INSPECTOR
615-794-4554



LOCATION MAP
SCALE: 1" = 200'



VICINITY MAP
N.T.S.

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
C000	COVER SHEET
C500	OVERALL SANITARY SEWER EXTENSION PLAN
C501	SANITARY SEWER PLAN & PROFILE
C502	SANITARY SEWER PLAN & PROFILE
C503	SANITARY SEWER PLAN & PROFILE
C504	NOTES & DETAILS
C505	NOTES & DETAILS

OWNER

<NAME>
<ADDRESS1>
<CITY, STATE ZIP>
PHONE: XXXXXX
CONTACT: XXXXXX
XXXXXX

CIVIL ENGINEER

M2 GROUP, LLC
P.O. BOX 848
FRANKLIN, TENNESSEE 37065
PHONE: 615-406-3415
CONTACT: MATT BRYANT, PE

DRAFT

REFUGE CENTER
SANITARY SEWER EXTENSION
SITE PLAN (INFRASTRUCTURE ONLY)

M2 GROUP
P.O. BOX 848
FRANKLIN, TN 37065
WWW.M2GROUPLLC.COM

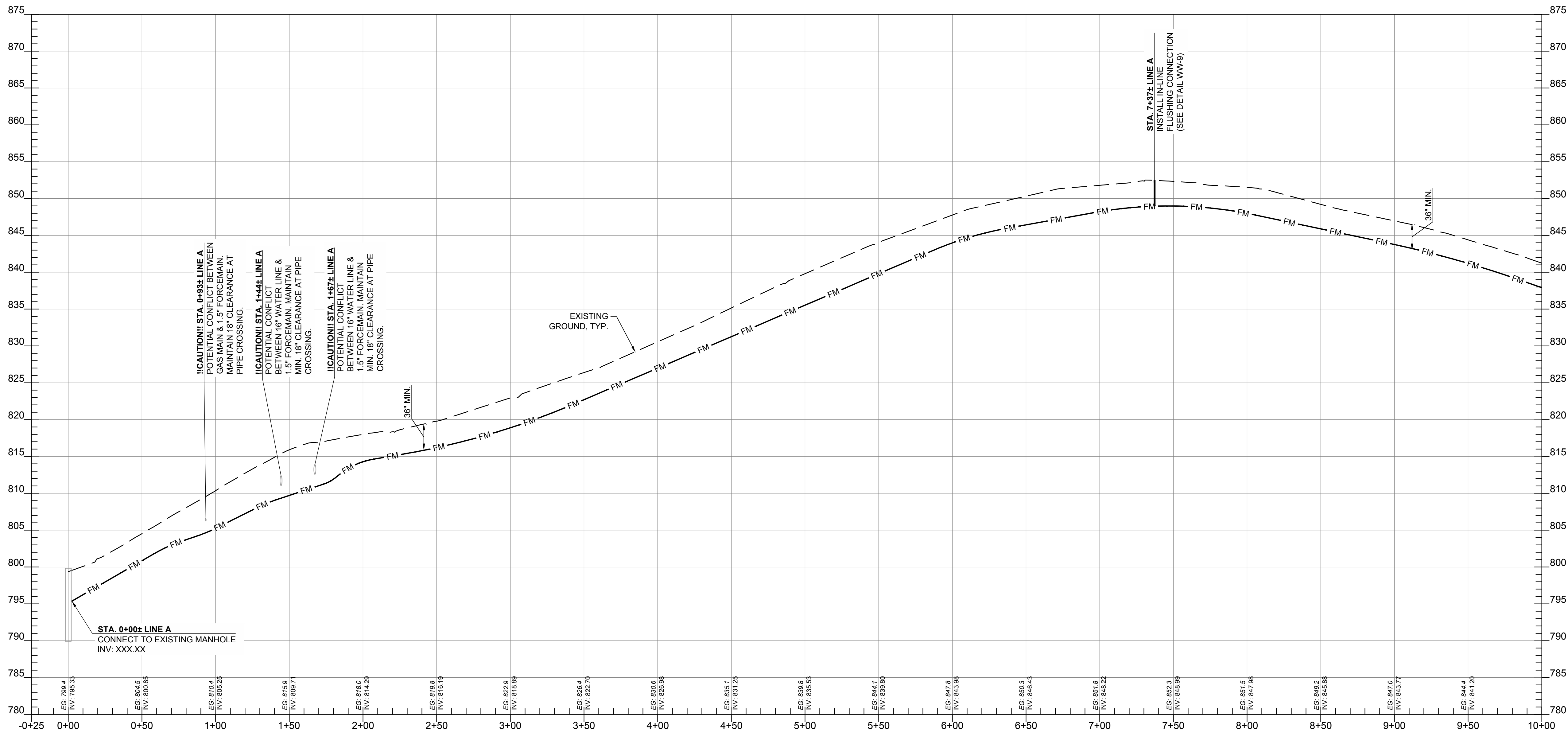
COVER SHEET

DATE:	JUNE, 2022	DRAWN BY :	BPB
PROJECT NO. :	--	CHECKED BY :	MWB

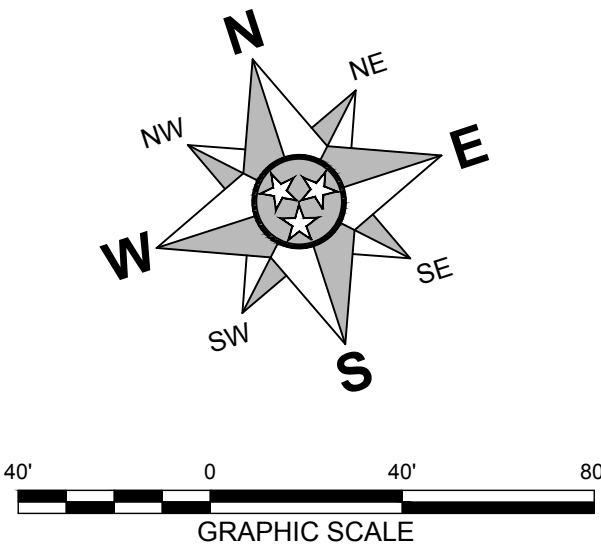
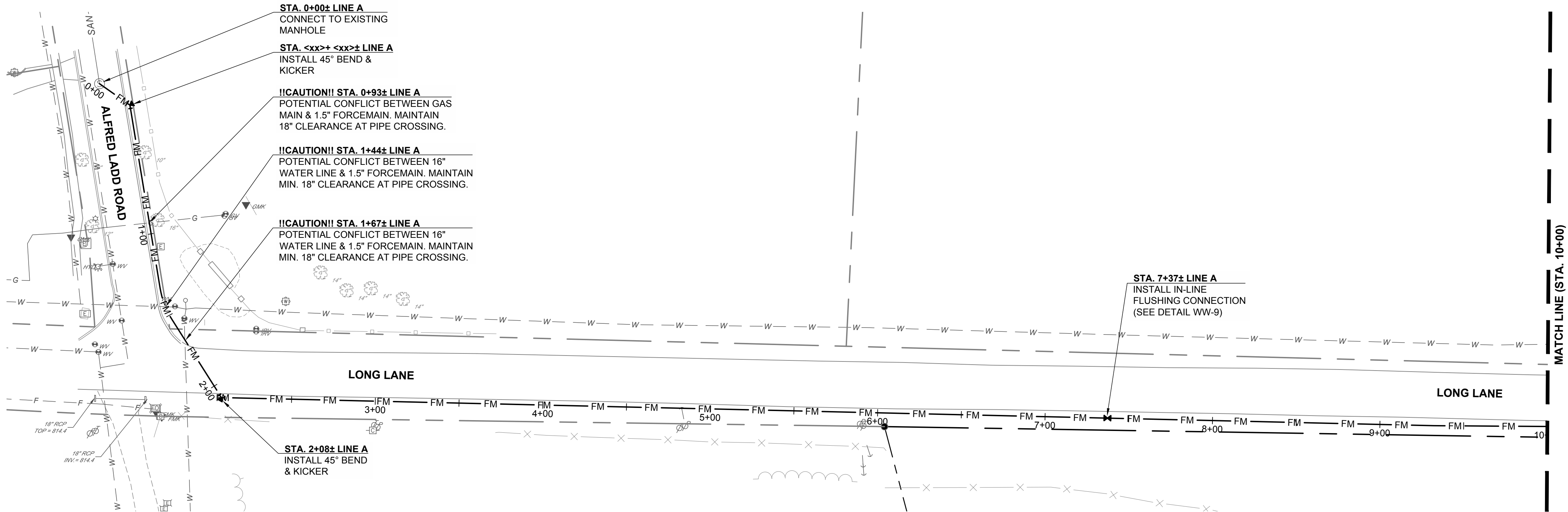
SHEET NUMBER:

C000

RC - PROPOSED SANITARY SEWER PLAN & PROFILE DWG - Wednesday, November 16, 2022 5:08:05 PM



PROPOSED SANITARY SEWER EXTENSION (STA. 0+00 - 10+00) PROFILE
SCALE H:1"=50'; V:1"=10'



REVISION #	DATE	DESCRIPTION

DRAFT

REFUGE CENTER
SANITARY SEWER EXTENSION
SITE PLAN (INFRASTRUCTURE ONLY)

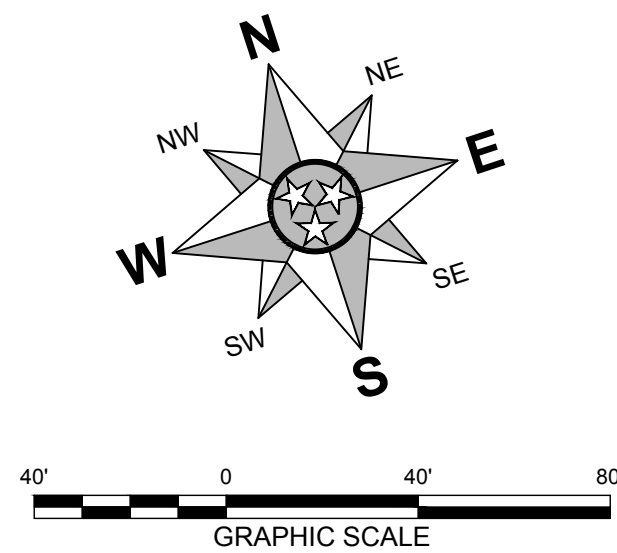
LONG LANE
C.O.F. PROJECT NO. _____
WILLIAMSON COUNTY, TENNESSEE
JUNE, 2022

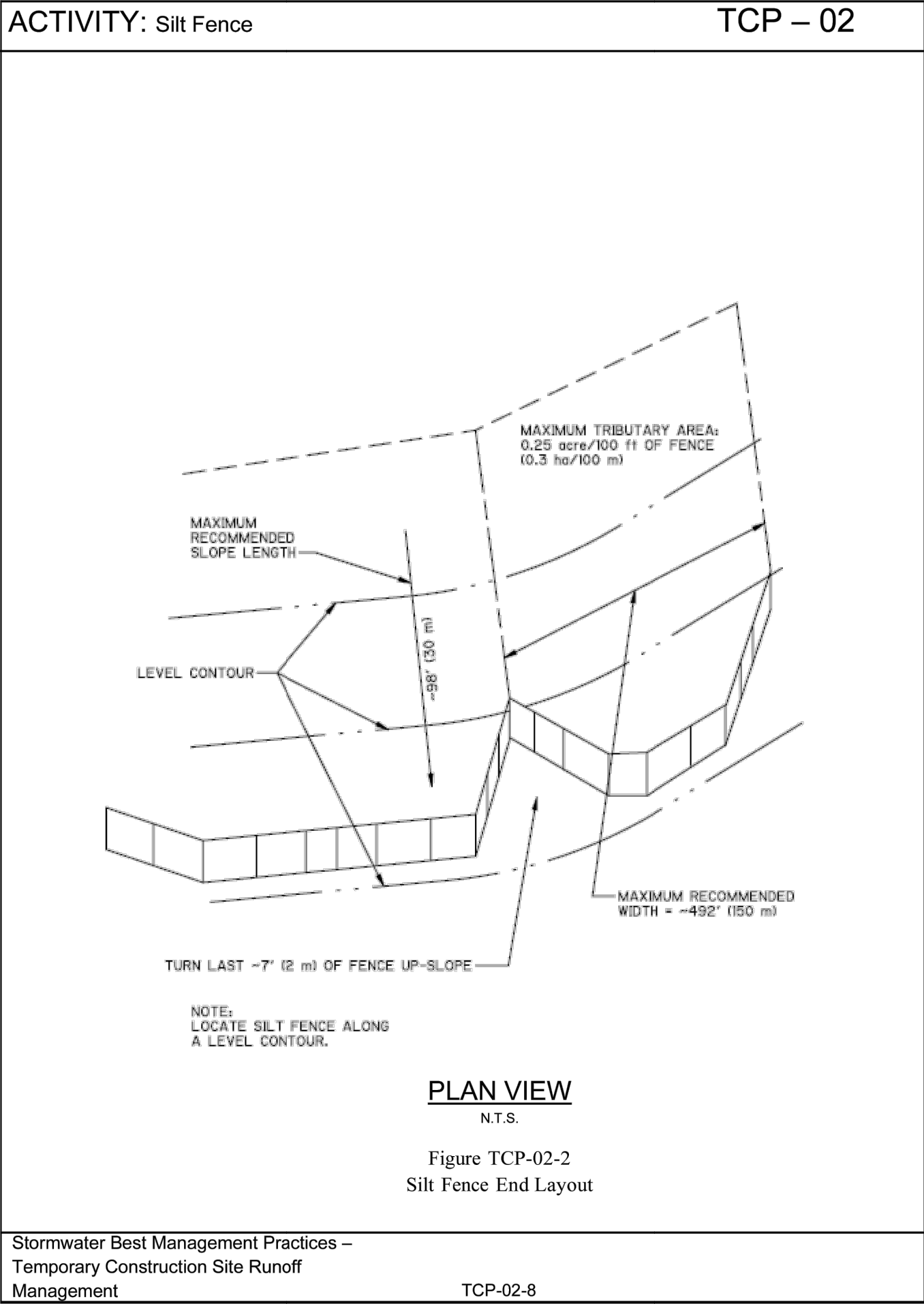
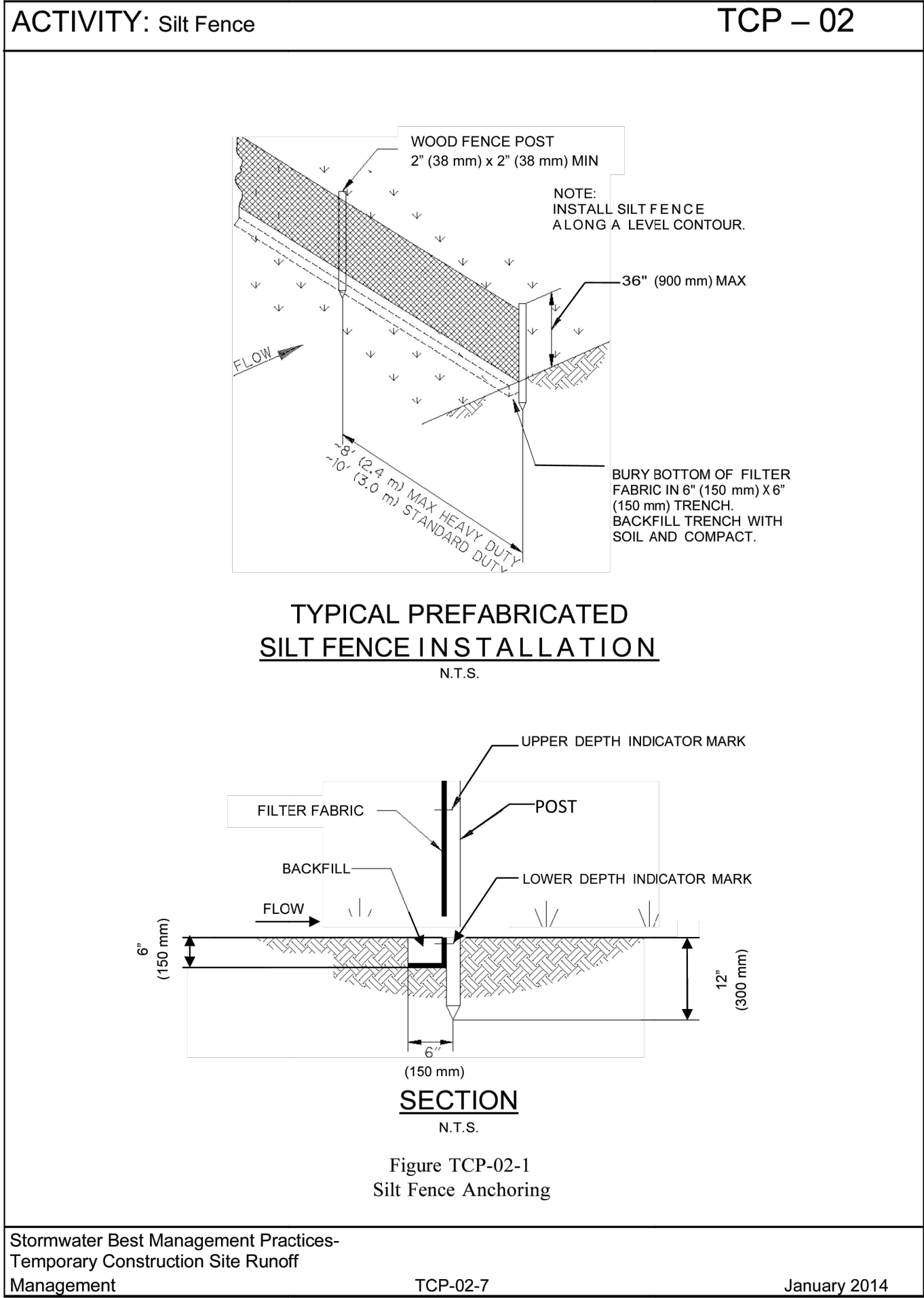
M2G GROUP
P.O. BOX 848
FRANKLIN, TN 37065
WWW.M2GROUP.ILLC.COM

811
Know what's below.
Call before you dig.

SANITARY SEWER PLAN & PROFILE	
DATE: JUNE, 2022	DRAWN BY: BPH
PROJECT NO.: --	CHECKED BY: MWB

SHEET NUMBER: **C501**

[illegible]



UTILITY CONTACTS:

SANITARY SEWER
OF WATER MANAGEMENT INSPECTIONS 124
LUMBER DRIVE FRANKLIN, TN 37064
CONTACT: UTILITY INSPECTOR

ELECTRIC SERVICE
MIDDLE TN ELECTRIC MEMBERSHIP CORP.
2156 EDWARD CURD LANE
FRANKLIN, TN 37067
CONTACT: DALE HOOD
DALE.HOOD@MTEMC.COM
615-595-4693

GAS SERVICE
ATMOS ENERGY
220 NOAH DRIVE
FRANKLIN, TN 37064
CONTACT: ERIC COMER
ERIC.COMER@ATMOSENERGY.COM
615-477-3166

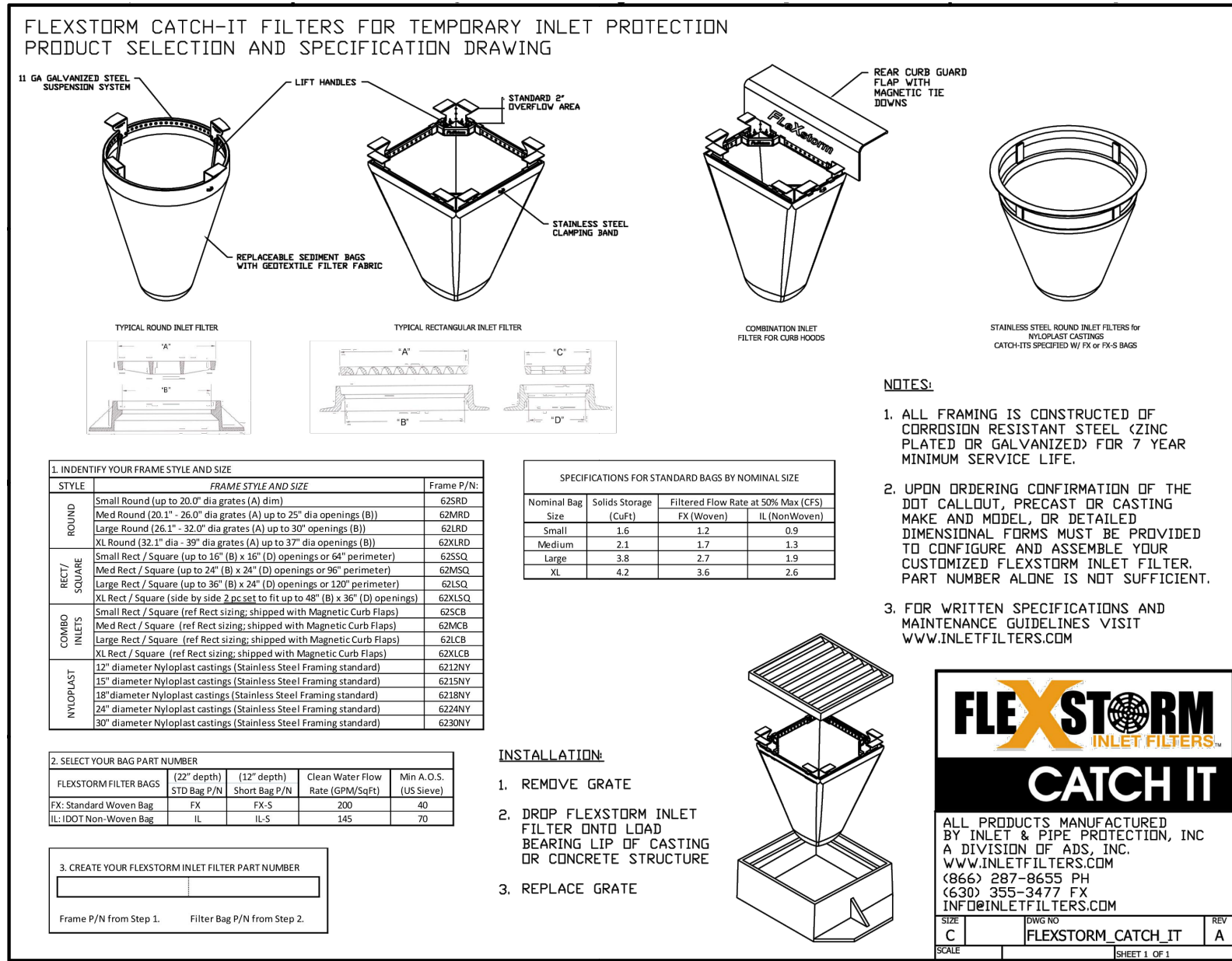
COMMUNICATION SERVICE
AT&T
500 LIBERTY PIKE
FRANKLIN, TN 37064
CONTACT: DAVID TUTTEROW
DT8243@ATT.COM
615-595-7816

COMCAST CABLE
660 MAINSTREAM DRIVE
NASHVILLE, TN 37228
CONTACT: RUSTY HOLLOWAY
RUSTY.HOLLOWAY@COMCAST.COM
615-244-7462X115471

WATER SERVICE
MILCROFTON UTILITY DISTRICT
6333 ARNO ROAD
FRANKLIN, TN 37064
CONTACT: MIKE JONES
MIKE@MILCROFTON.COM
615-794-5947

WATER & SEWER GENERAL NOTES

- ALL PERSONS WHO UNDERTAKE THE CONSTRUCTION OF WATER, SEWER AND/OR RECLAIMED WATER LINES LOCATED IN, OR AFFECTING SERVICES PROVIDED BY THE CITY OF FRANKLIN SHALL COMPLY WITH THE REQUIREMENTS AND REGULATIONS SET FORTH IN THE "GENERAL REQUIREMENTS & TECHNICAL SPECIFICATIONS, WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE" LATEST EDITION, ALONG WITH ANY AMENDMENTS, ADDITIONS, OR ALTERATION THAT MAY THEREAFTER BE ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN BY RESOLUTION.
- CONTRACTOR SHALL OBTAIN SEWER INFRASTRUCTURE INSTALLATION PERMIT PRIOR TO SCHEDULING REQUIRED PRE-CONSTRUCTION SITE MEETING. CONTRACTOR SHALL COMPLETE THE PRECONSTRUCTION SITE MEETING PRIOR TO COMMENCING WITH CONSTRUCTION.
- CONTRACTOR SHALL OBTAIN AND KEEP ALL OF THE FOLLOWING ITEMS ON THE JOBSITE AT ALL TIMES DURING CONSTRUCTION:
 - APPROVED, STAMPED AND SIGNED WATER AND/OR SEWER PLANS
 - SEWER INFRASTRUCTURE INSTALLATION PERMIT, WITH ALL STEPS COMPLETED AND SIGNED BY APPROPRIATE CITY EMPLOYEES.
 - COPY OF APPROVED AVAILABILITY REQUEST RESPONSE LETTER.
 - A COPY OF ALL APPROVED CUT SHEETS.
- ACCEPTANCE OF CITY OF FRANKLIN PUBLIC SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE SHALL BECOME THE RESPONSIBILITY OF THE CITY OF FRANKLIN, TN FOLLOWING APPROVAL FROM THE CITY OF FRANKLIN INSPECTORS AND ACCEPTANCE BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION. THE ACCEPTANCE DATE SHALL BE BASED ON THE DAY MAINTENANCE SURETIES ARE ESTABLISHED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION.
- PRIOR TO THE ACCEPTANCE OF CITY OF FRANKLIN PUBLIC SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT AS-BUILT DRAWINGS TO THE PLANNING AND SUSTAINABILITY DEPARTMENT.
- ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ONSITE DURING CONSTRUCTION.
- ANY DAMAGES CAUSED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL, AT HIS OWN EXPENSE, BE REPLACED OR REPAIRED TO ORIGINAL CONDITION AND QUALITY, AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY, BY THE CONTRACTOR.



REFUGE CENTER SANITARY SEWER EXTENSION SITE PLAN (INFRASTRUCTURE ONLY)

LONG LANE
C.O.F. PROJECT NO. ____
WILLIAMSON COUNTY, TENNESSEE
JULY, 2022

GENERAL INFORMATION	
PROJECT NAME	
ADDRESS	
TAX MAP, PARCEL NUMBER	, PARCEL
ACREAGE OF PARCEL	± AC.
CURRENT ZONING	
PROPOSED USE	

NOTE TO CONTRACTOR:

THE CONTRACTOR SHALL REFER TO ALL PLANS WITHIN THIS PLAN SET AND THE WRITTEN PROJECT SPECIFICATIONS. IT IS NOT THE ENGINEER'S INTENT THAT ANY SINGLE PLAN SHEET IN THIS SET OF DOCUMENTS FULLY DEPICT ALL WORK ASSOCIATED WITH THIS PROJECT.

STATE OF TENNESSEE PERMITS

NPDES TRACKING NUMBER: TNR - PENDING
ARAP PERMIT NUMBER: N/A

SURVEY INFORMATION

SURVEY INFORMATION FOR THIS PROJECT PROVIDED BY M2 GROUP, LLC - DATED MAY, 2022.

UTILITY CONTACTS:

CABLE:
COMCAST
MATTHEW MOORE
615-405-5601
MATTHEW_MOORE2@CABLE.COMCAST.COM

GAS:
ATMOS GAS
ERIC COMER
615-477-3166
ERIC.COMER@ATMOSENERGY.COM

ELECTRIC:
MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION
DALE HOOD
615-595-4693
DALE.HOOD@MTEMC.COM

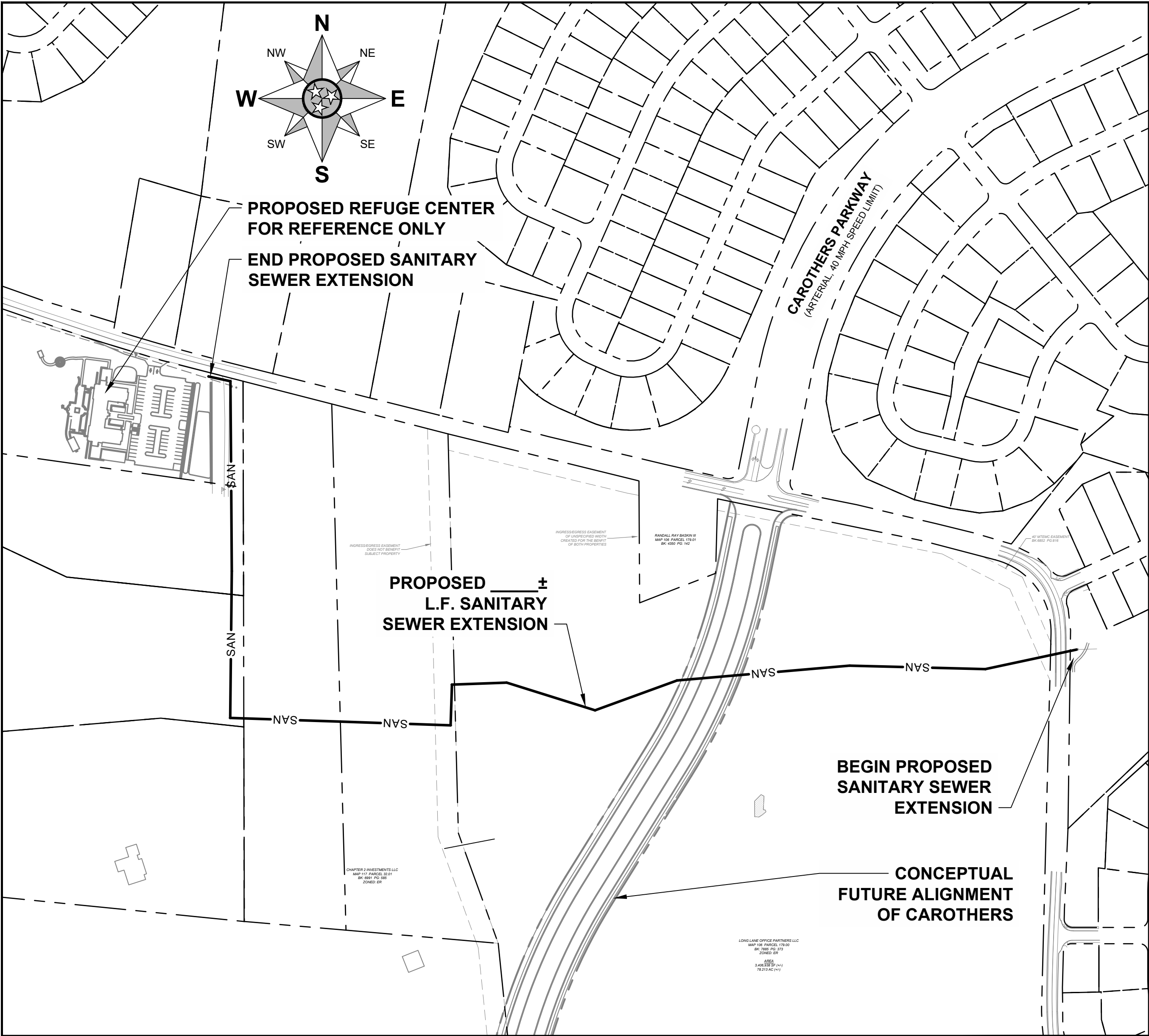
FIBER OPTIC:
AT&T
JAMES RICHARDSON
615-394-9467
JR3759@ATT.COM

COMCAST:
MARLON FRIZZELL
615-405-5608
MARLON_FRIZZELL@COMCAST.COM

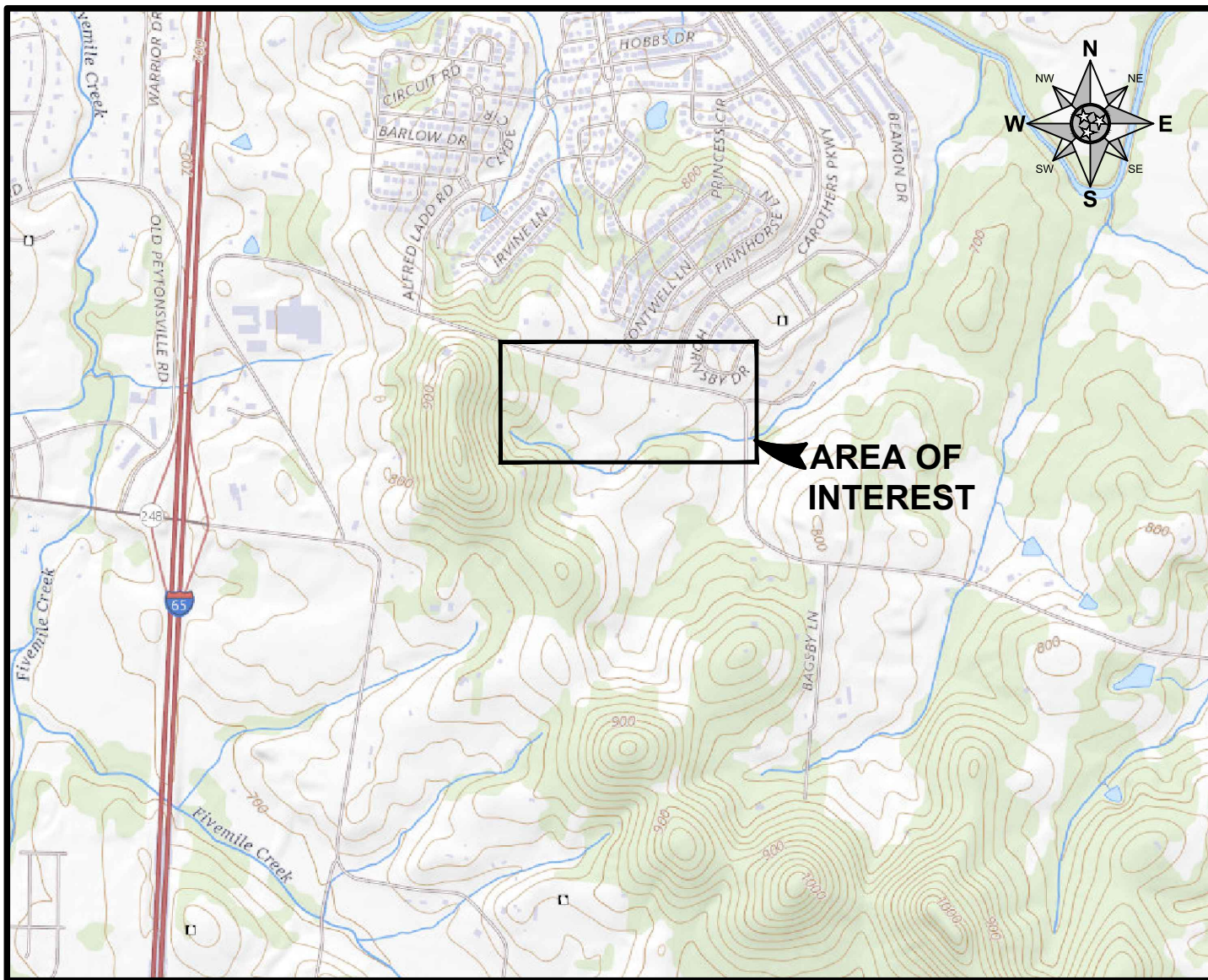
PHONE:
AT&T / BELL SOUTH
DAVID TUTTEROW
615-595-7816
DT8243@ATT.COM

WATER:
MILCROFTON UTILITY DISTRICT
MIKE JONES
615-794-5947
MIKE@MILCROFTON.COM

SANITARY SEWER:
COF WATER MANAGEMENT INSPECTIONS
124 LUMBER DRIVE
FRANKLIN, TN 37064
CONTACT: UTILITY INSPECTOR
615-794-4554



LOCATION MAP
SCALE: 1" = 200'



VICINITY MAP
N.T.S.

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
C000	COVER SHEET
C500	OVERALL SANITARY SEWER EXTENSION PLAN
C501	SANITARY SEWER PLAN & PROFILE
C502	SANITARY SEWER PLAN & PROFILE
C503	SANITARY SEWER PLAN & PROFILE
C504	NOTES & DETAILS
C505	NOTES & DETAILS

OWNER

<NAME>
<ADDRESS1>
<CITY, STATE ZIP>
PHONE: XXXXXX
CONTACT: XXXXXX
XXXXXX

CIVIL ENGINEER

M2 GROUP, LLC
P.O. BOX 848
FRANKLIN, TENNESSEE 37065
PHONE: 615-406-3415
CONTACT: MATT BRYANT, PE

DRAFT

REFUGE CENTER
SANITARY SEWER EXTENSION
SITE PLAN (INFRASTRUCTURE ONLY)

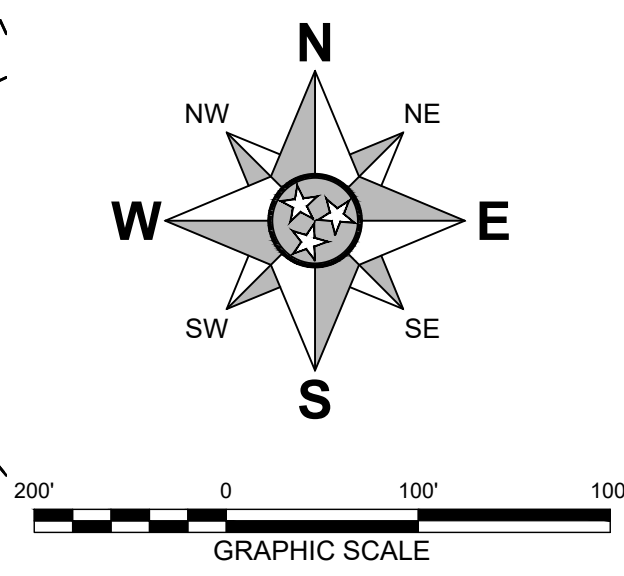
M2 GROUP
P.O. BOX 848
FRANKLIN, TN 37065
WWW.M2GROUPLLC.COM

COVER SHEET

DATE:	JUNE, 2022	DRAWN BY:	BPB
PROJECT NO.:	--	CHECKED BY:	MWB

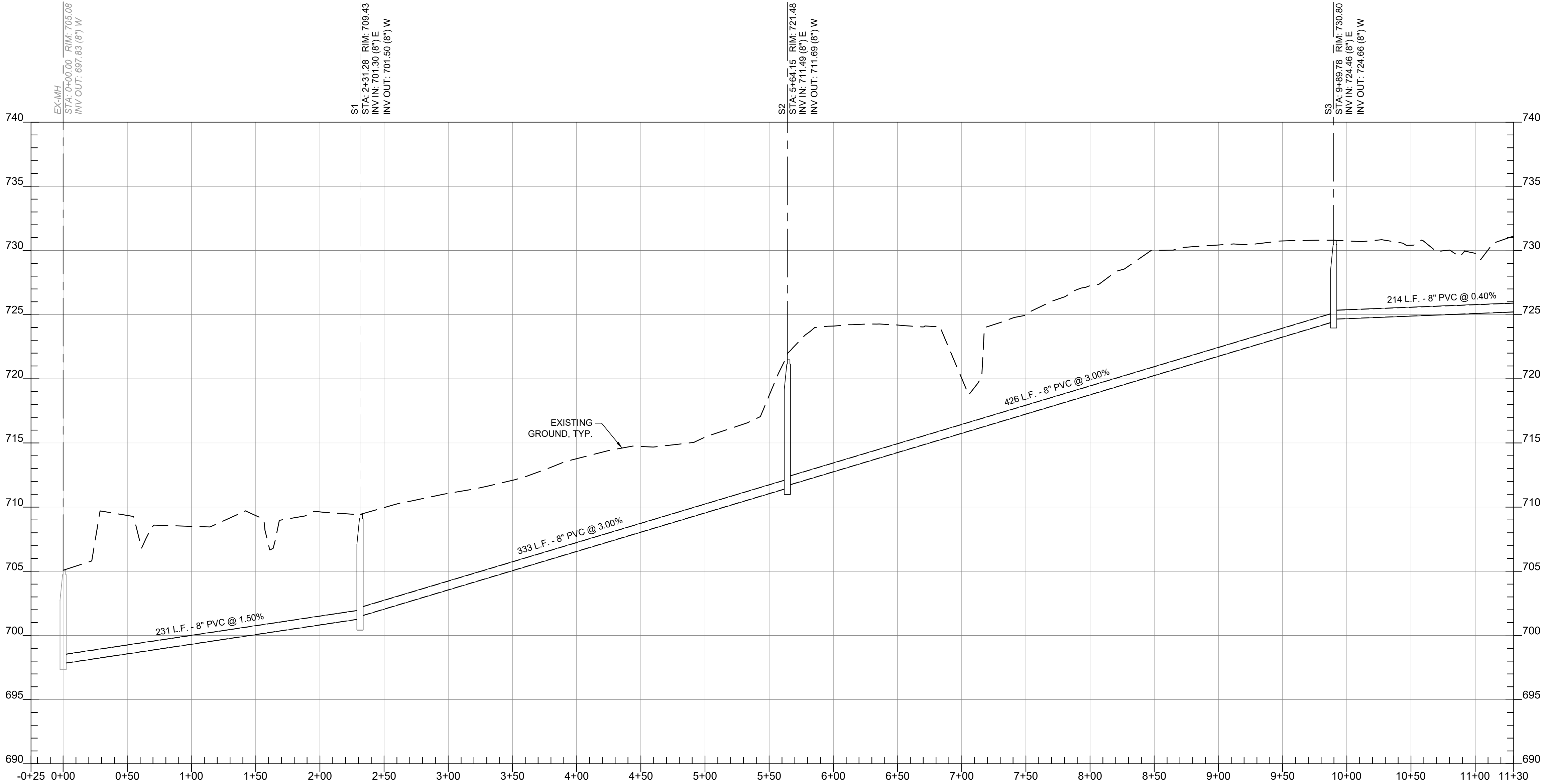
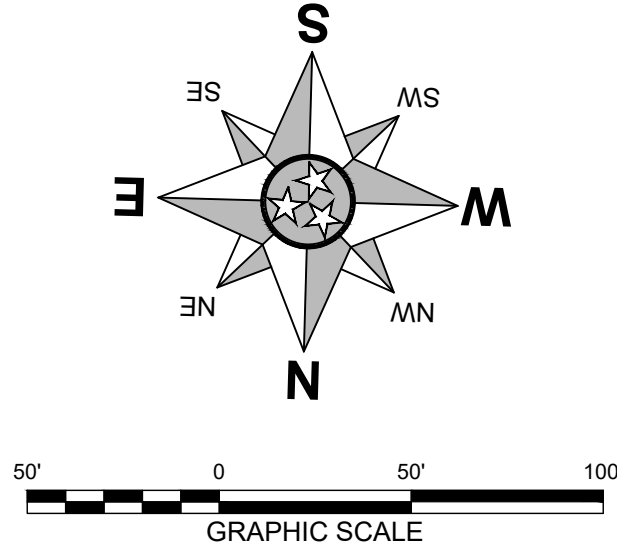
SHEET NUMBER:

C000



OVERALL SANITARY SEWER EXTENSION PLAN DATE: JUNE, 2022 DRAWN BY: BPH PROJECT NO.: -- CHECKED BY: MWB	 P.O. BOX 848 FRANKLIN, TN 37065 WWW.M2GROUPLLC.COM	REFUGE CENTER SANITARY SEWER EXTENSION SITE PLAN (INFRASTRUCTURE ONLY) LONG LANE C.O.F. PROJECT NO. _____ WILLIAMSON COUNTY, TENNESSEE JUNE, 2022	DRAFT	REVISION#	DATE	DESCRIPTION
				REVISION#	DATE	DESCRIPTION
				REVISION#	DATE	DESCRIPTION
				REVISION#	DATE	DESCRIPTION
				REVISION#	DATE	DESCRIPTION

PC: PROPOSED SANITARY SEWER PLAN & PROFILE DWG / Monday, June 27, 2022 7:47:47 AM

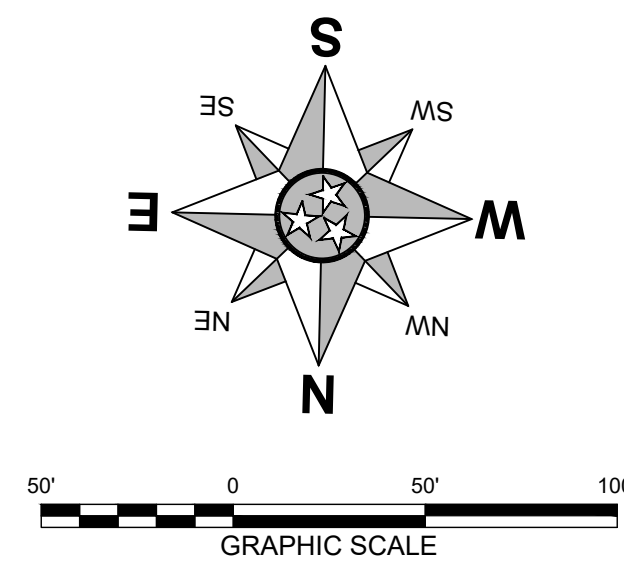


PROPOSED SANITARY SEWER EXTENSION (STA. 0+00 - 11+30) PROFILE
SCALE H:1"=50'; V:1"=5'



Know what's below.
Call before you dig.

DESCRIPTION	
DATE	
REVISION #	
DRAFT	
REFUGE CENTER SANITARY SEWER EXTENSION SITE PLAN (INFRASTRUCTURE ONLY)	
LONG LANE C.O.F. PROJECT NO. _____ WILLIAMSON COUNTY, TENNESSEE JUNE, 2022	
M2G GROUP P.O. BOX 848 FRANKLIN, TN 37065 WWW.M2GROUPLLC.COM	
SANITARY SEWER PLAN & PROFILE	
DATE: JUNE, 2022	DRAWN BY: BPH
PROJECT NO.:	CHECKED BY: MWB
SHEET NUMBER:	
C501	



Know what's below.
Call before you dig

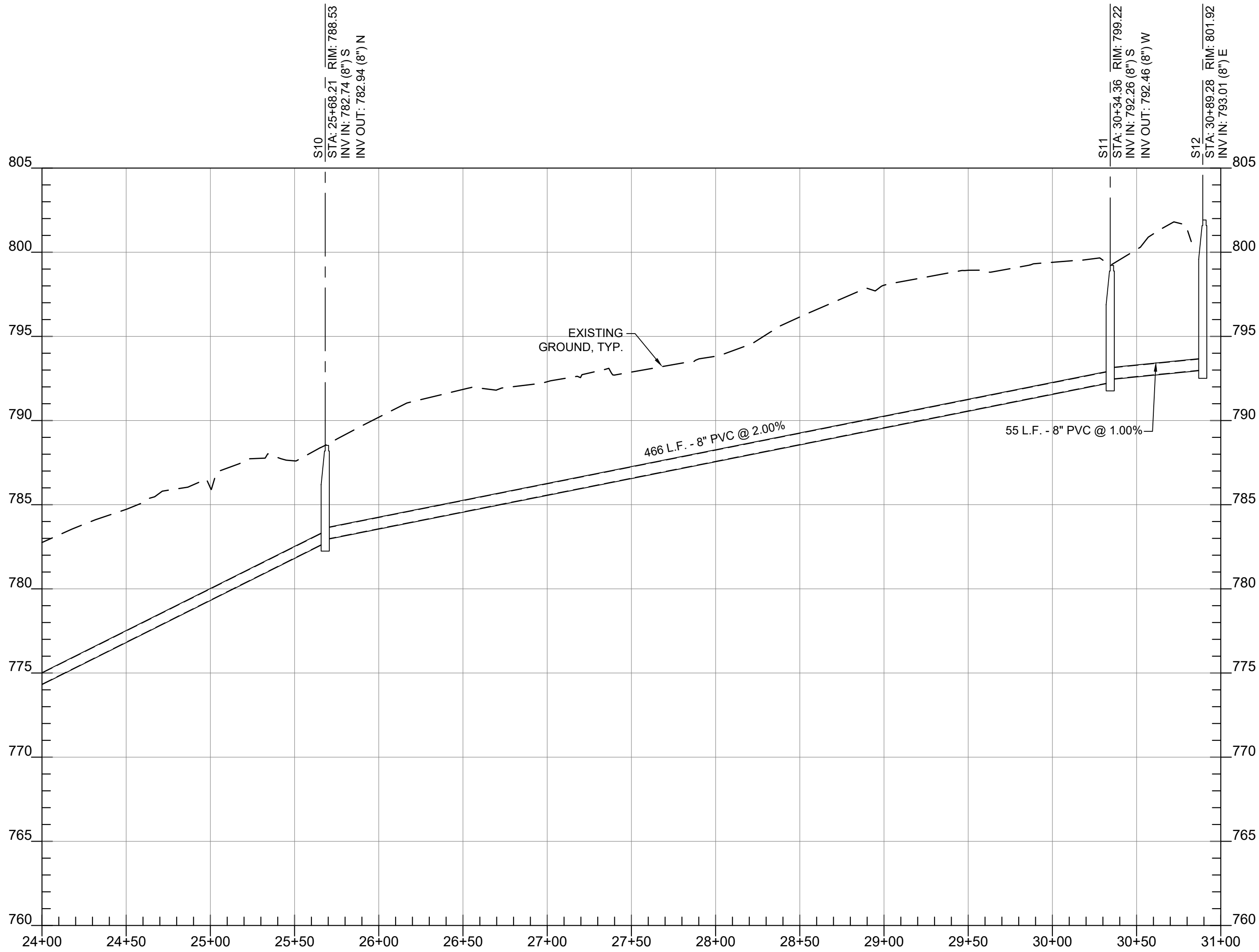
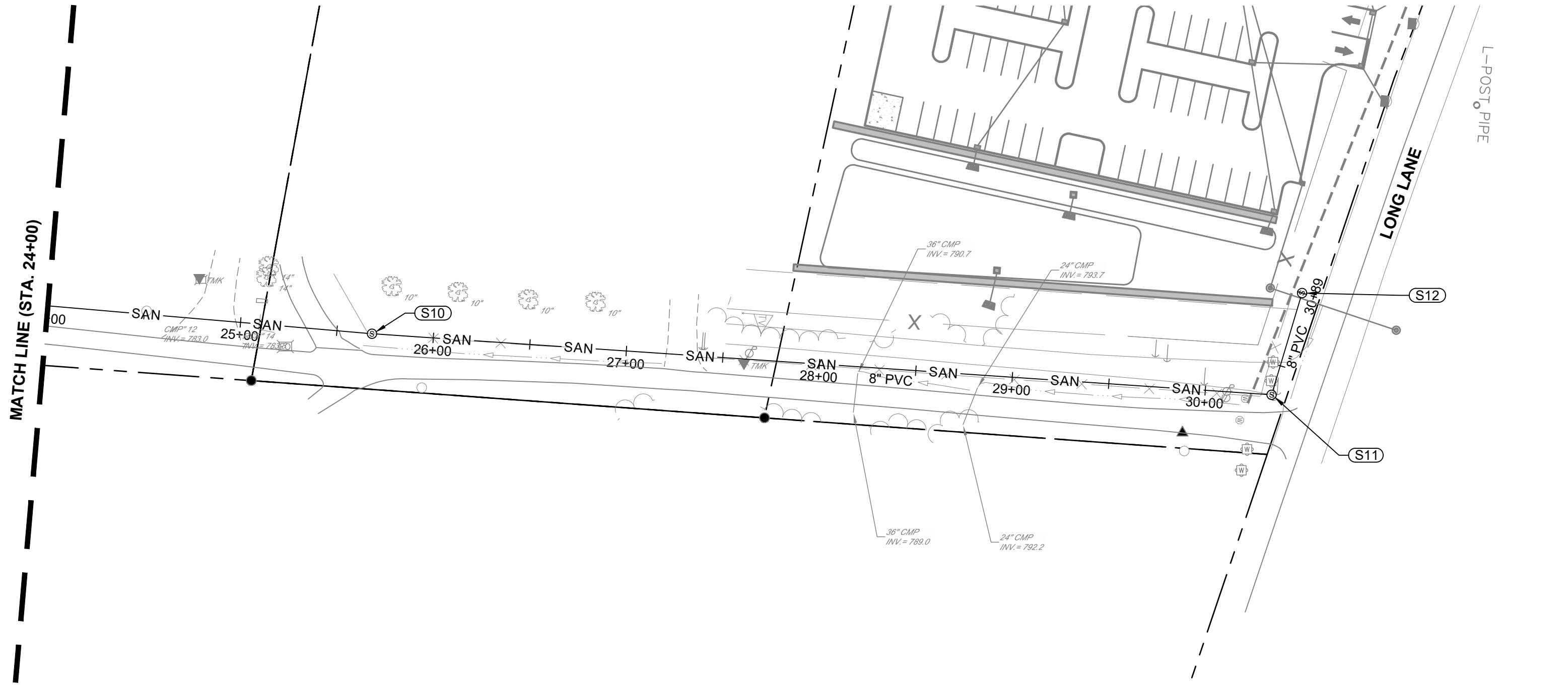
M2 GROUP
P.O. BOX 848
FRANKLIN, TN 37065
www.m2groupllc.com

LONG LANE
C.O.F. PROJECT NO. _____
WILLIAMSON COUNTY, TENNESSEE
JUNE, 2022

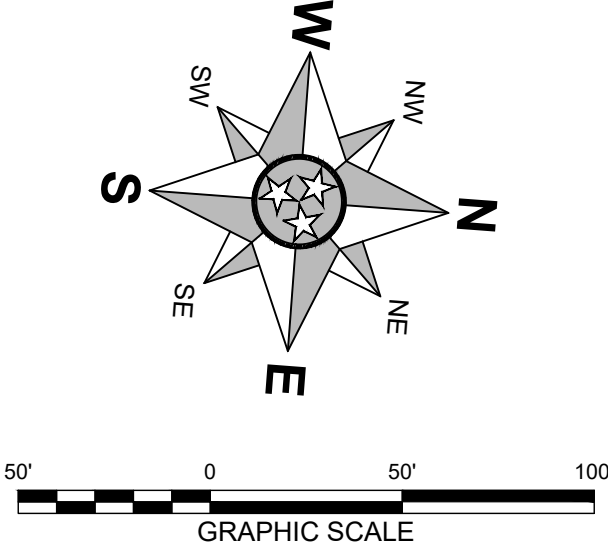
DRAFT

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RC: PROPOSED SANITARY SEWER PLAN & PROFILE DWG / Monday, June 27, 2022 7:48:00 AM



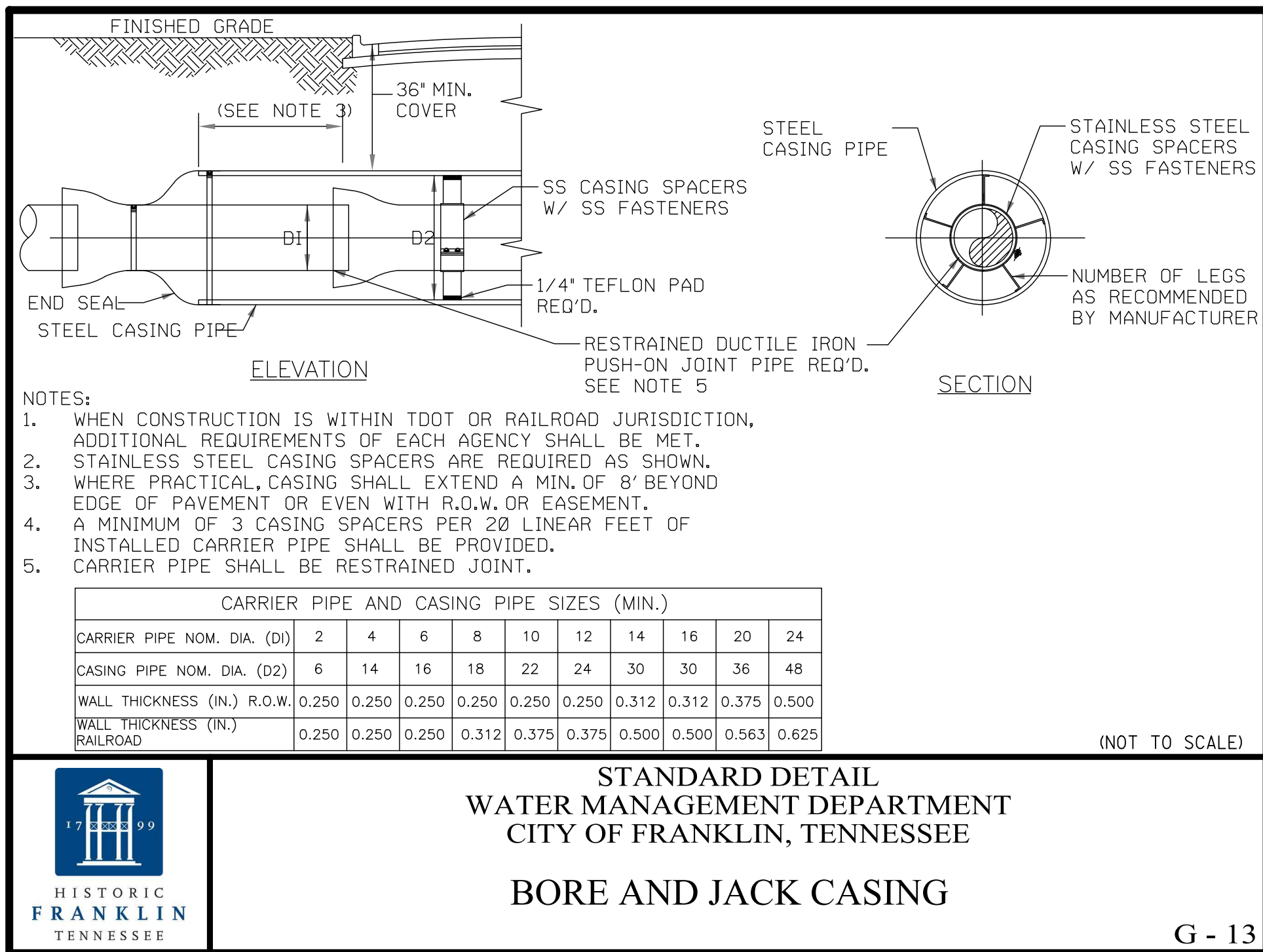
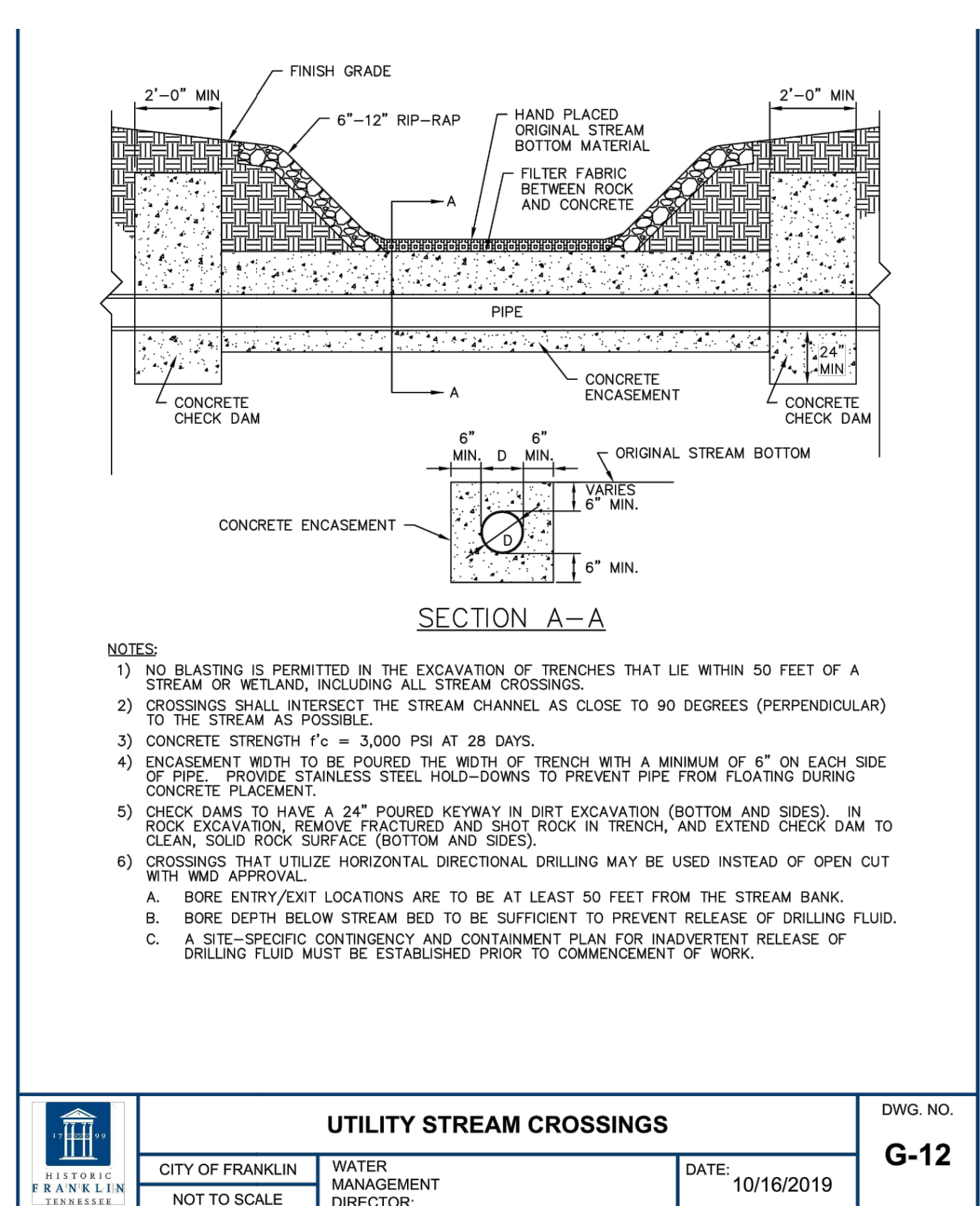
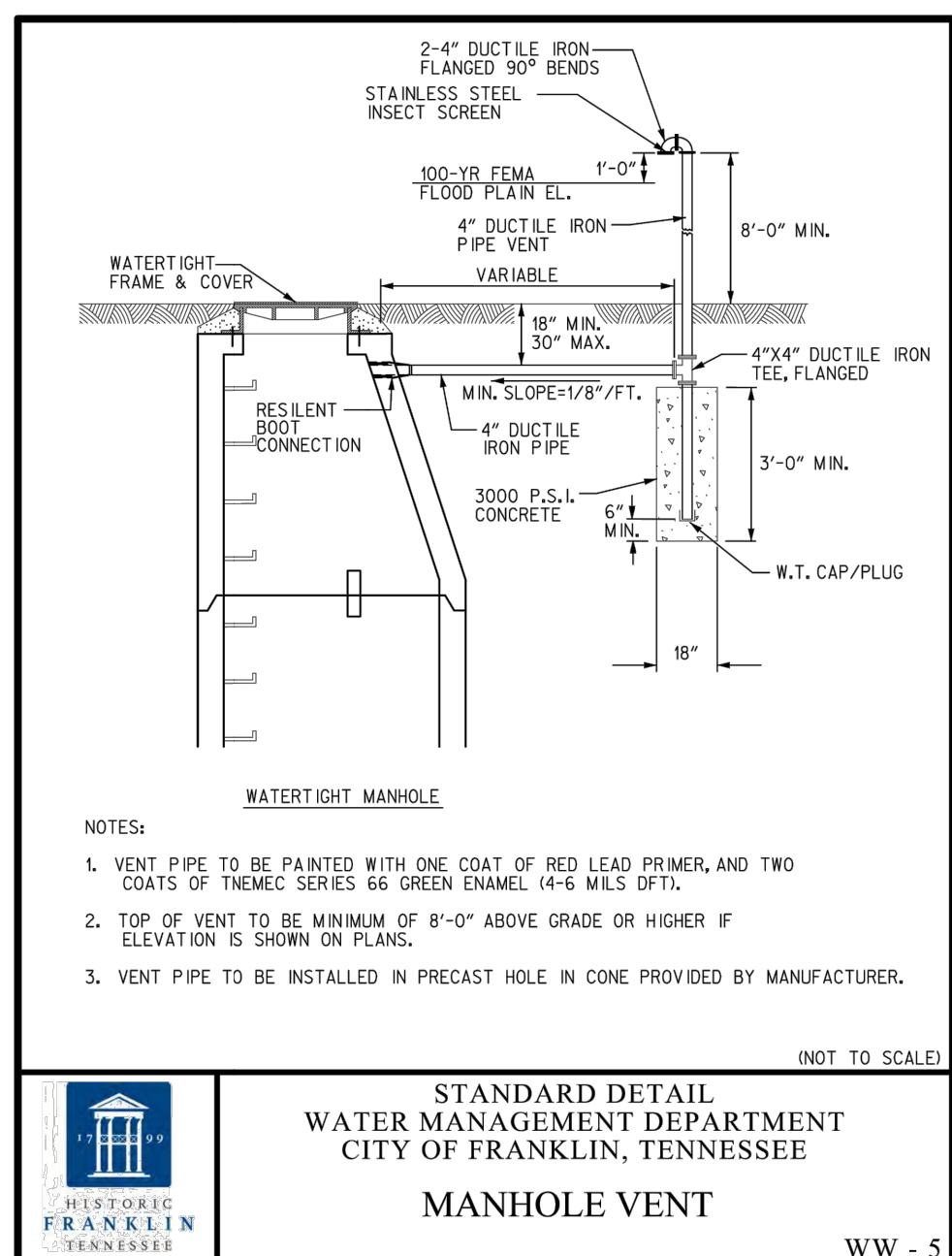
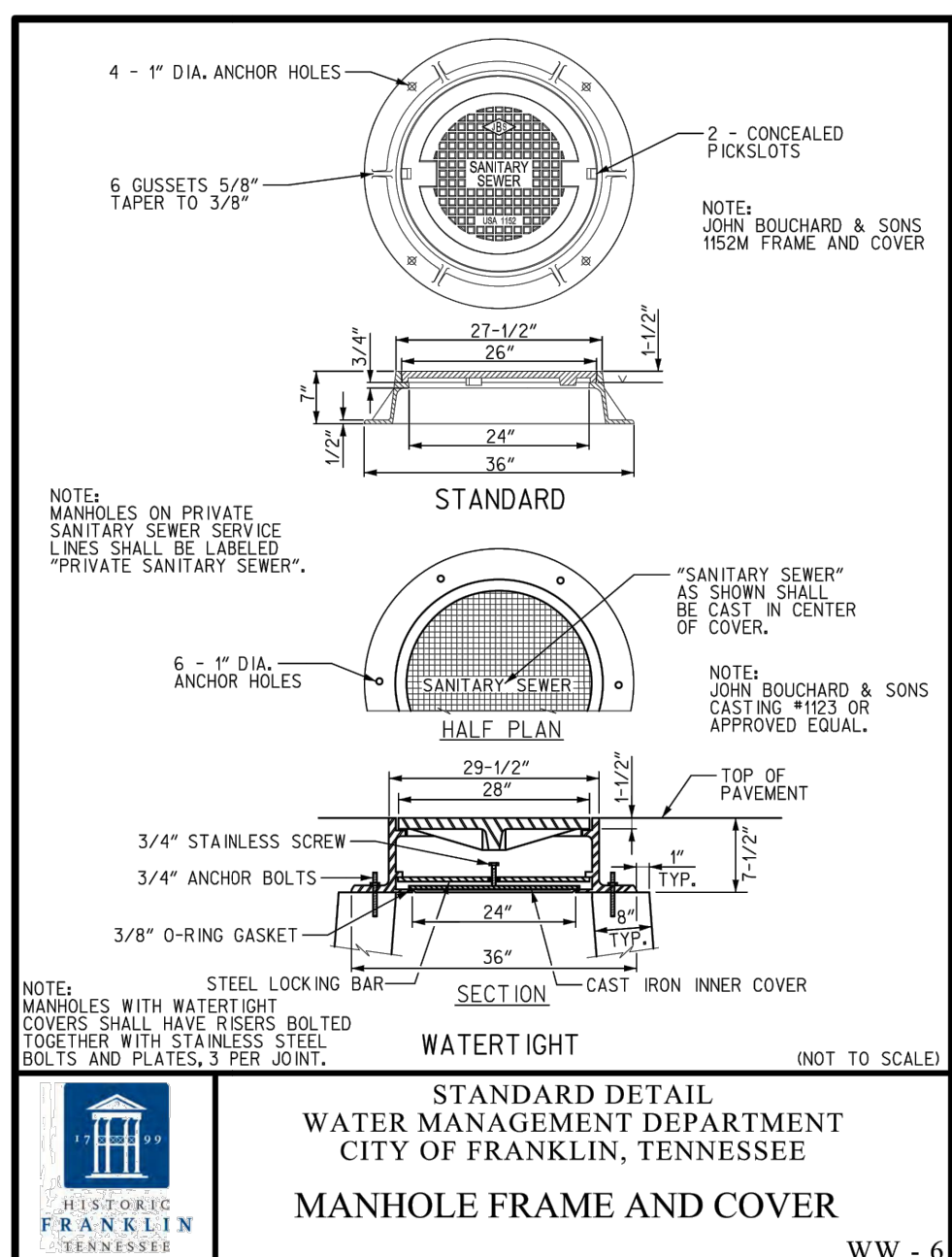
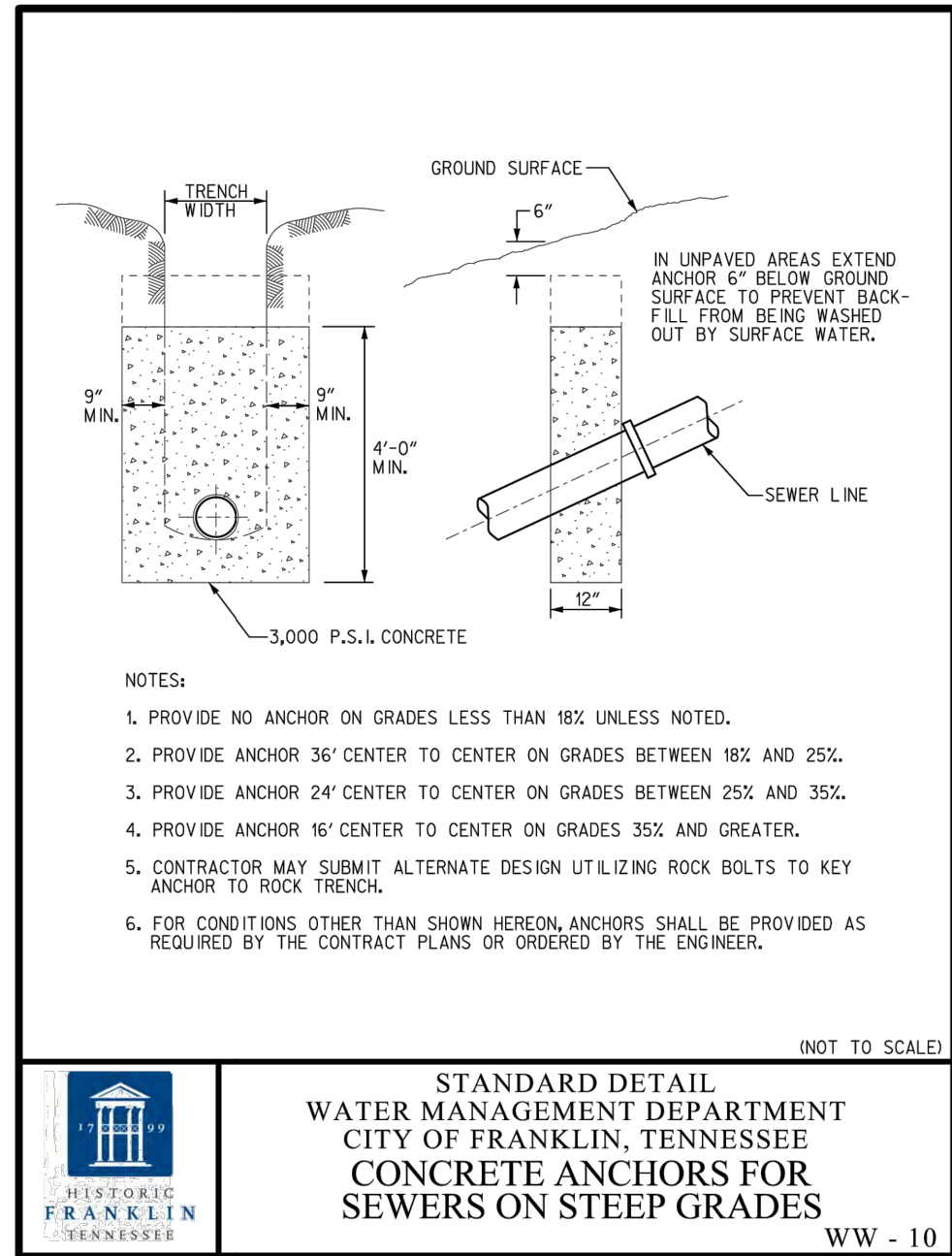
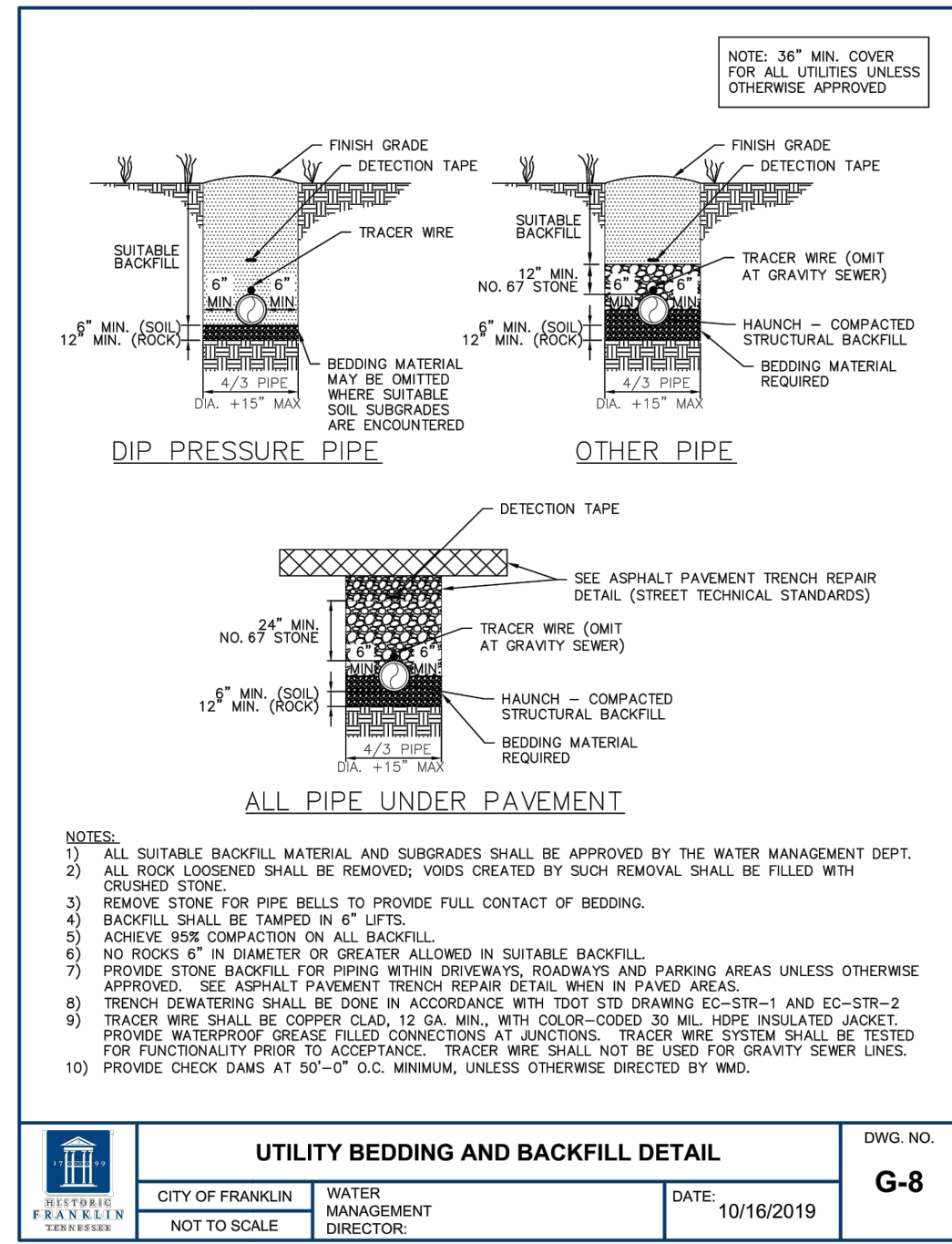
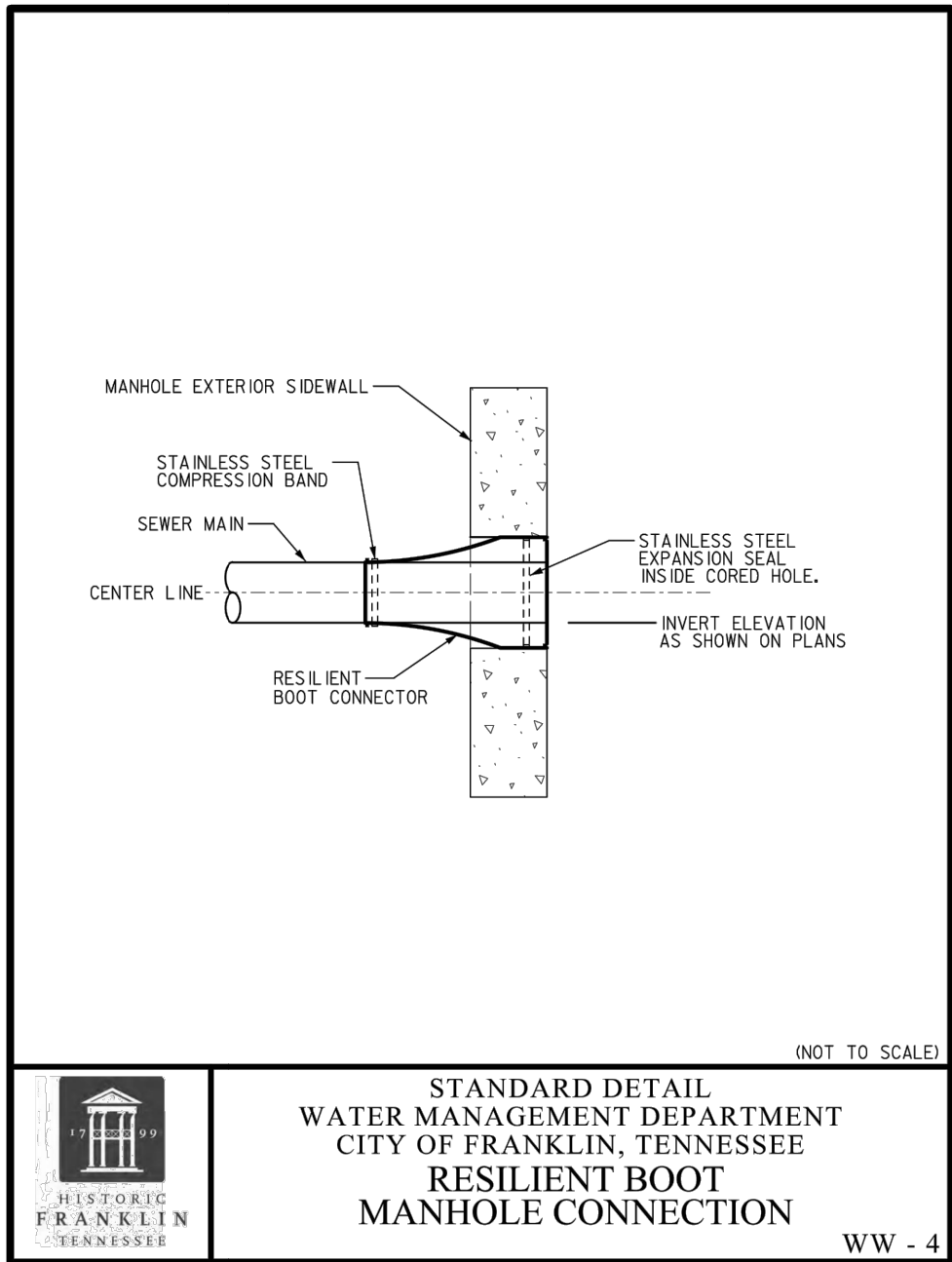
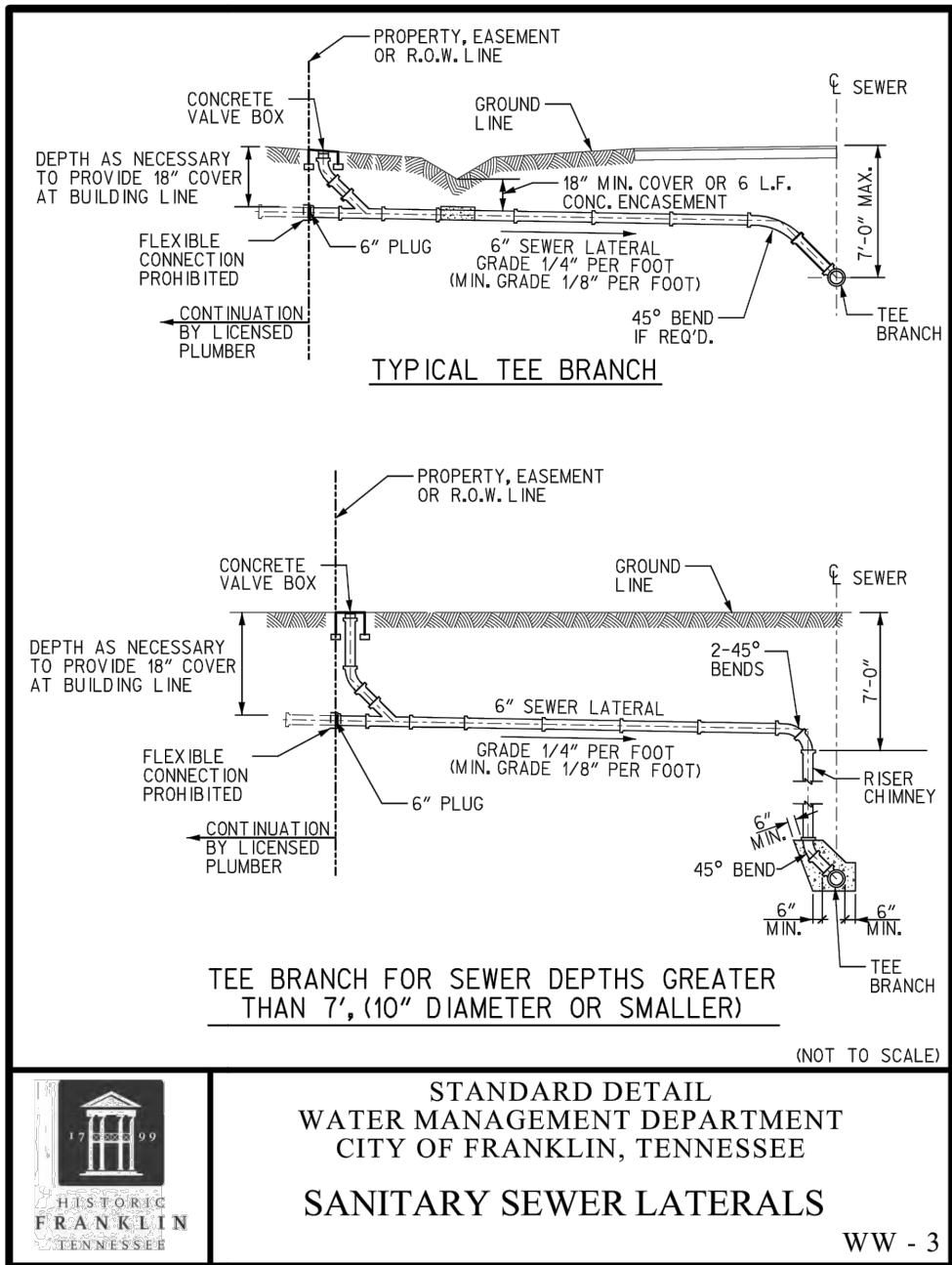
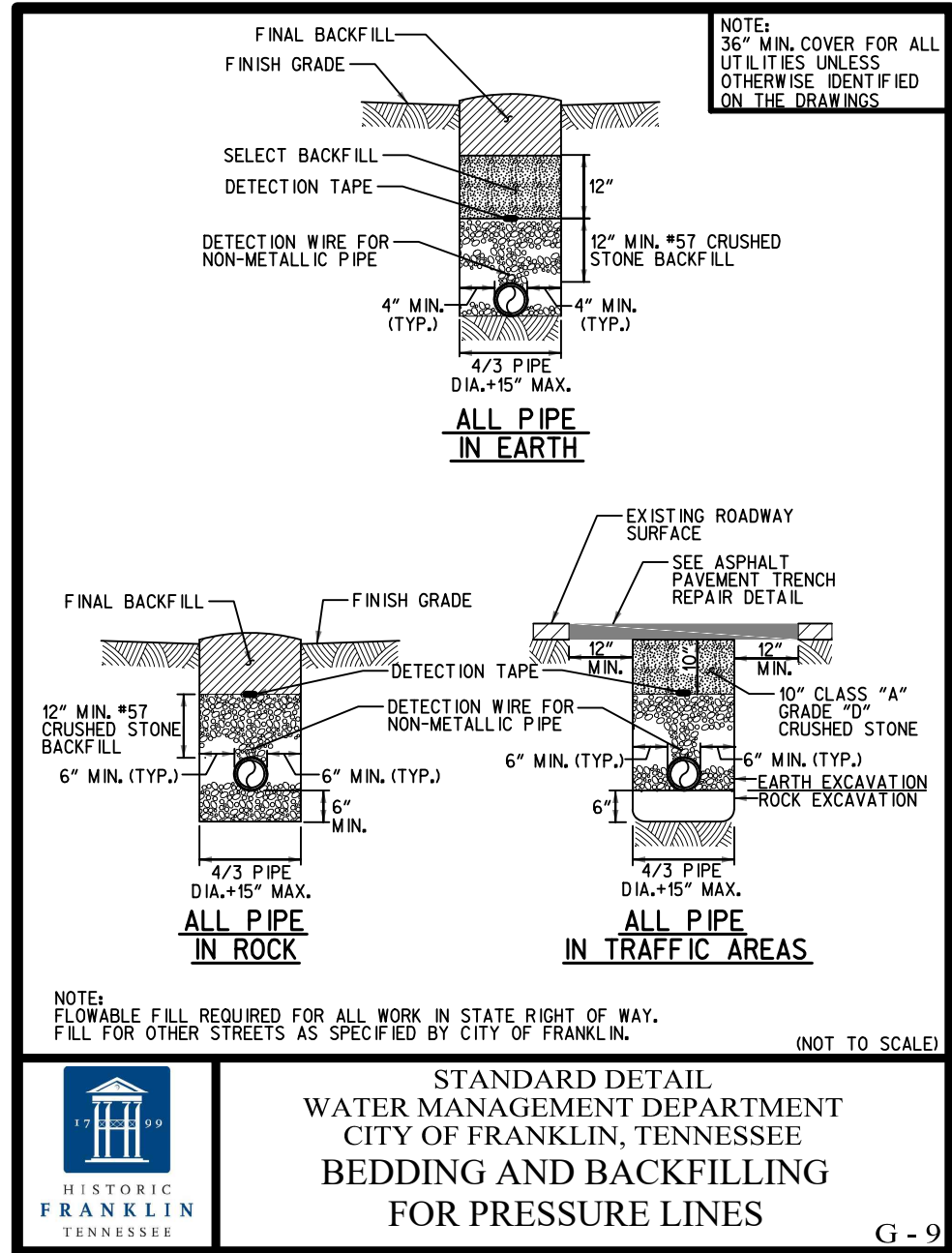
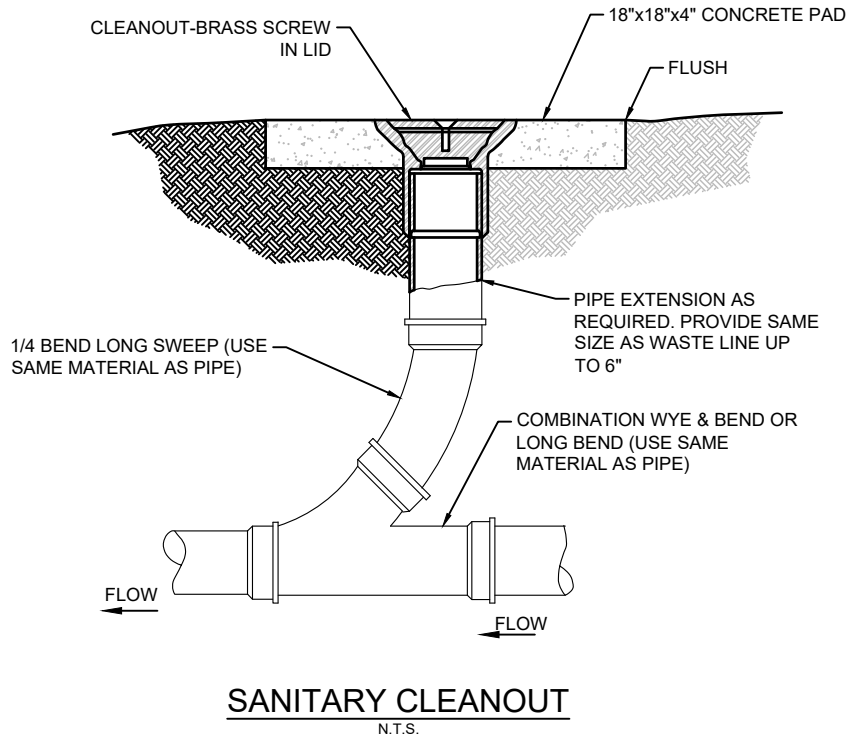
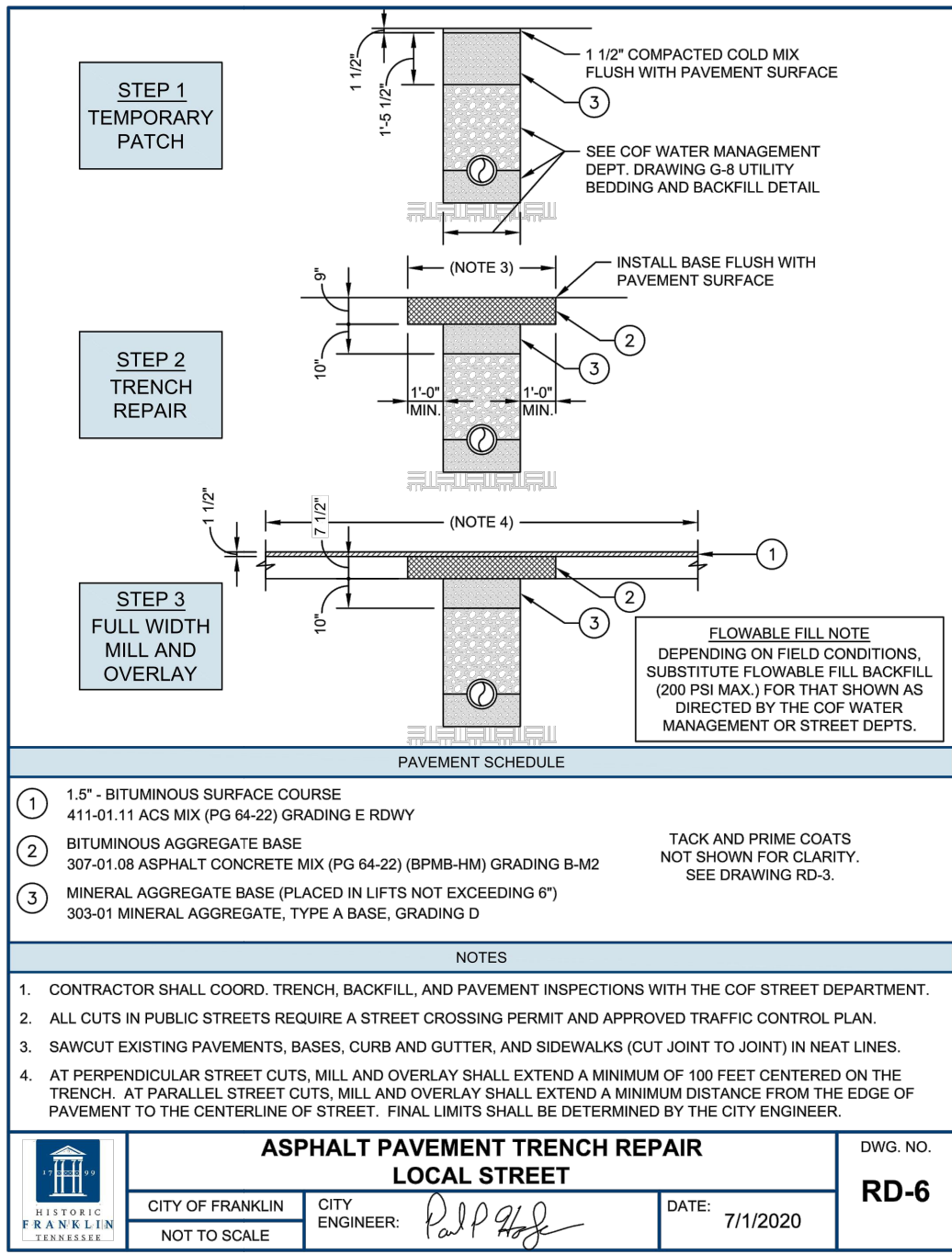
PROPOSED SANITARY SEWER EXTENSION (STA 24+00 - 31+00) PROFILE
SCALE H:1"=50'; V:1"=5'



Know what's below.
Call before you dig.

SANITARY SEWER PLAN & PROFILE		DATE: JUNE, 2022		DRAWN BY: BPH		PROJECT NO.: --		CHECKED BY: MWB	
SHEET NUMBER:		C503							
REFUGEE CENTER SANITARY SEWER EXTENSION SITE PLAN (INFRASTRUCTURE ONLY)		LONG LANE C.O.F. PROJECT NO. -- WILLIAMSON COUNTY, TENNESSEE JUNE, 2022							
DRAFT		REVISION #							
DESCRIPTION		DATE							

MZ GROUP
P.O. BOX 848
FRANKLIN, TN 37065
WWW.MZGROUPLLC.COM



DESCRIPTION

REVISION #

DATE

DRAFT

REFUGE CENTER
SANITARY SEWER EXTENSION
SITE PLAN (INFRASTRUCTURE ONLY)

LONG LANE
C.O.F. PROJECT NO.
WILLIAMSON COUNTY, TENNESSEE
JUNE, 2022

M2G GROUP
P.O. BOX 848
FRANKLIN, TN 37065
WWW.M2GROUPPLLC.COM

6 NOTES & DETAILS

DATE: JUNE, 2022 DRAWN BY: BPH CHECKED BY: MWB

PROJECT NO. : -

SHEET NUMBER: -

REFUGE CENTER SEWER EXTENSION FRANKLIN, TN

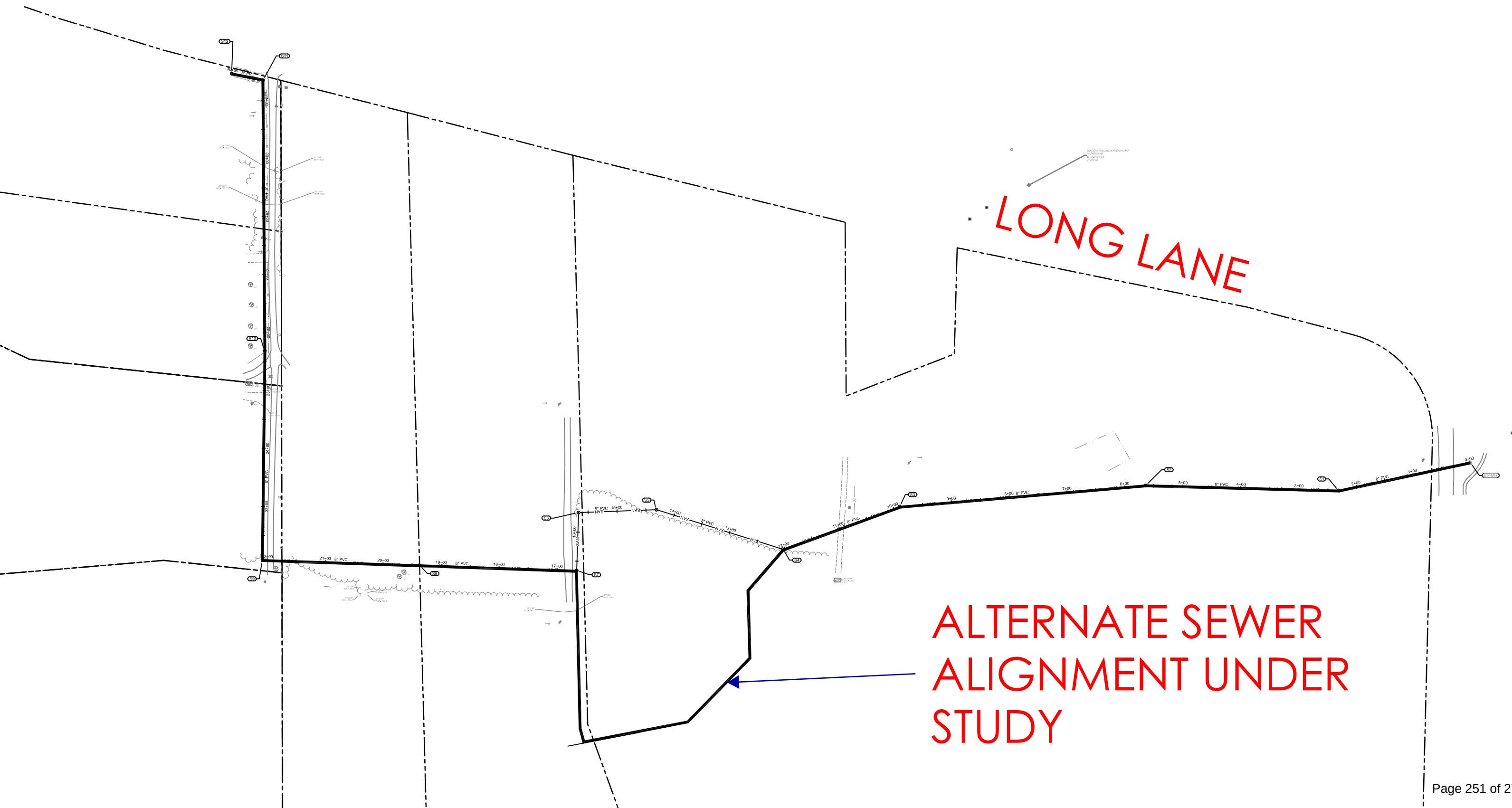


EXHIBIT C
Reportable Events

“Reportable Event(s)” are defined as specific events or circumstances requiring the Developer’s *immediate* notification of the City (in accordance with Section 10 (Notice). Such events are as follows:

- (i) Developer’s capitalization, funding, or bridge loans related to or otherwise intended for the Development are canceled, in default, or in forbearance.
- (ii) Developer is planning, or otherwise undergoing, a Change of Control, dissolution or other reorganization.
- (iii) Developer is subject to, or are threatened to be subject to, any outstanding injunction, judgment, order, decree, ruling, or charge, directly or indirectly related to the Development.
- (iv) Developer is a party to, or are threatened to be made a party to, any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state or local jurisdiction or before any arbitrator or matter directly or indirectly related to the Development.
- (v) Any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction that forms or could form the basis for Developer’s breach of this Agreement.



File #: 21-04023

DATE: December 5, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Procurement Award To Waypoint Analytical, LLC Of Memphis, Tennessee In The Total Estimated Annual Amount Of \$27,676 For Industrial Pretreatment Sampling And Testing, Water Reclamation Facility Influent And Effluent Testing, And River Sample Testing External Laboratory Contract Services For A Term Of Award For The Water Reclamation Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2023-008; \$85,000 Budgeted In 431-82280-52213 For Fiscal Year 2023; Contract No. 2022-0316)

PURPOSE:

The purpose of this procurement is to purchase performance upon demand of the following wastewater treatment laboratory contract services: industrial pretreatment sampling and testing, Water Reclamation Facility influent and effluent testing, and river sample testing external laboratory contract services for a term of award. These services are necessary for the routine operation of the City's Water Reclamation Facility.

BACKGROUND/STAFF COMMENTS:

The City published on October 20, 2022 a Notice to Bidders in the *Williamson Herald* for performance upon demand of the following wastewater treatment laboratory contract services for the specified term of award of three (3) years with two (2) options to extend the term of award twice, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total: industrial pretreatment sampling and testing, Water Reclamation Facility influent and effluent testing, and testing of river samples. In addition, bid documents were sent on or about the same date directly to seven (7) potential bidders known or thought to be interested in this solicitation. A bid from a single service provider was publicly opened at the bid opening held on November 22, 2022. A tabulation of the bids received for this solicitation is attached.

FINANCIAL IMPACT:

The responsible bidder that submitted the lowest priced responsive bid, Waypoint Analytical, LLC of Memphis, Tennessee, is in the total estimated annual amount of \$27,676 for the specified services. 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 Water Management Department Water Reclamation

Division budget for fiscal year 2023 allocates \$85,000 out of the Wastewater Fund for the “lab fees” line item.

RECOMMENDATION:

Staff recommends that the City accept, contingent upon Law Department and City Administrator approval of City Contract No. 2022-0316, the apparent lowest responsive bid, from Waypoint Analytical, LLC, in the total estimated annual amount of \$27,676 for the specified services, 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 bids received. Pursuant to authority previously granted by the Board of Mayor and Aldermen, Contract No. 2022-0316 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 Waypoint Analytical, LLC.

Tabulation of Bids*

Purchasing Office Solicitation No.:	2023-008 (industrial pretreatment sampling and testing, Water Reclamation Facility influent and effluent testing, and testing of river samples external laboratory contract services)					
Notice to Bidders published in the <i>Williamson Herald</i> on:	10/20/22					
Number of vendors that were notified of / that responded to this solicitation for bids:	7 / 1					
Date and time bids due and publicly opened:	11/22/22 2:00 p.m.					
Present at opening of bids:	Ashley Morris of Waypoint Analytical; and Rachael Duvall, Leslie Pewitt and Suzanne Ward of the City of Franklin Purchasing Office					
Target meeting of BOMA at which recommendation is scheduled to be considered:	1/24/23					
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Total quoted all-inclusive estimated bid price for all specified services for a twelve (12) month period:	Payment terms:	Last date that bid and associated pricing is valid:
Waypoint Analytical, LLC 2790 Whitten Road Memphis, TN 38133 Nathan A. Pera, IV President / Senior Project Manager 901-213-5213 npera@wpacorp.com	1 of 1	yes	bidder takes no exceptions	\$27,676.00	net 30 days	3/1/2023

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid



File #: 21-04113

DATE: December 20, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Procurement Award To Haren Construction Company, Inc Of Etowah, Tennessee In The Total Lump-Sum Amount Of \$997,000 (Including Stipulated \$100,000 Contingency) For Water Treatment Plant Valve Access Improvements For The Water General Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2023-009; \$2,285,800 Budgeted In 421-89320-52109 For Fiscal Year 2023; Contract No. 2022-0182)

PURPOSE:

The purpose of this procurement is to provide valve access improvements at the City's Water Treatment Plant. The project includes installation of a mezzanine that would provide improved access to several valves within the Water Treatment Plant.

BACKGROUND/STAFF COMMENTS:

The City published on October 27, 2022 a Notice to Bidders in the *Williamson Herald* for Water Treatment Plant valve access improvements. In addition, bid documents were sent on or about the same date directly to eight (8) potential bidders known or thought to be interested in this solicitation. A single bid from one (1) contractor was publicly opened at the bid opening held on December 8, 2022. A tabulation of the bids received for this solicitation is attached.

FINANCIAL IMPACT:

The responsible bidder that submitted the lowest priced responsive bid, Haren Construction Company, Inc. of Etowah, Tennessee, is in the total lump-sum amount of \$997,000 (including the stipulated \$100,000 contingency) for the specified project. 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 Water Management Department Water General Division budget for fiscal year 2023 allocates \$2,285,800 out of the Water Fund for the purchase of distribution system improvements.

RECOMMENDATION:

Staff recommends that the City accept, contingent upon Law Department and City Administrator approval of City Contract No. 2022-0182, the apparent lowest responsive bid, from Haren

Construction Company, Inc. of Etowah, Tennessee, in the total lump-sum amount of \$997,000 (including the stipulated \$100,000 contingency) for the specified project, and award this procurement to this bidder. The City's Purchasing Manager believes the prepared solicitation documents as distributed allowed for competition among multiple contractors, and that the staff recommendation appears to be made in a fair and impartial manner based upon the bids received. Pursuant to authority previously granted by the Board of Mayor and Aldermen, Contract No. 2022-0182 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 Haren Construction Company, Inc.

Tabulation of Bids*

Purchasing Office Solicitation No.: 2023-009 (Water Treatment Plant Valve Access Improvements)		
Notice to Bidders published in the <i>Williamson Herald</i> on: 10/27/22		
Number of vendors that were notified of / that responded to this solicitation for bids: 8 / 1		
Date and time bids due and publicly opened: 12/8/22 2:00 PM		
Present at opening of bids: Scott Stewart, Haren Construction Company, Inc.; and Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office		
Target meeting of BOMA at which recommendation is scheduled to be considered: 1/24/23		
Bids received from:	Does the bid include all required documents?	Total lump-sum bid price (including stipulated \$100,000 contingency):
Haren Construction Company, Inc. 1715 Hwy. 411 P.O. Box 350 Etowah, TN 37331 George W. Gaskins, Vice President 423-604-3037 wgaskins@harenconstruction.com	yes	\$997,000.00

*Shaded bid is apparent lowest best bid



File #: 21-04107

DATE: December 19, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Discussion Of Ordinance 2022-47, An Ordinance to Amend Ordinance 2022-03 Amending Title 16 for Public Gathering and Expression Events

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the possibility of amending the Public Gathering and Expression Event permit language set forth in Title 16, Chapter 5, Section 16-501 et. seq. specifically to address the requirement of a permit for events that occur more than once per month at the same location.

BACKGROUND/STAFF COMMENTS:

The Board of Mayor and Alderman recently amended Title 16, Chapter 5 relative to Public Gatherings and Expression Events to require a permit when participants use amplification and when the event occurs more than once per month at the same location. Additionally, the purpose of the Public Gatherings and Expression Events was amended to place time restrictions on events that occur within the DD district. The Item was discussed at the June 14, 2022 and July 12, 2022 work sessions. It received a unanimous vote for first reading on August 9, 2022 and was passed unanimously on August 23, 2022 on final reading.

Over the past few weeks, it has come to staff's attention that some of the Board members would like to review the requirement for a permit for events that occur in the same place more than once per month.

FINANCIAL IMPACT:

There is no fiscal impact to this ordinance.

RECOMMENDATION:

Staff recommends that the code be amended to no longer require a permit for events that occur in the same place more than once per month when the number of participants are less than 20.

Sec. 16-515. - Public gathering and expression event.

This chapter is intended to facilitate the safe exercise of First Amendment rights under the United State Constitution and ensure that the city provides protection to all who wish to exercise those rights. The City of Franklin supports these events and has developed the following regulations for groups wishing to gather in the city to enable the city to provide a safe environment for participants, bystanders and the community. It shall be the policy of the city that no permits for public gathering and expression event be granted nor shall any public gathering and expression event that does not require a permit take place after dark any place within the city or from Friday from 5:00 p.m. through Saturday at 7:00 a.m. or Saturday from 5:00 p.m. through Sunday at 7:00 a.m. in the DD district. Additionally, no public gathering or expression event take place during a permitted special event in the permitted space.

As used in this chapter, a public gathering and expression event is a noncommercial public assembly, the primary purpose of which is the exercise of the participants' constitutional rights of free speech and peaceable assembly:

- (1) Which is scheduled to take place on public property such as a city sidewalk, alley or other right-of way, city park, and/or city facility;
- (2) Which is likely to obstruct, delay, or interfere with the normal flow of vehicular or pedestrian traffic;
- (3) Which, due to the crowd it generates, may restrict access to or use of sidewalks, parks, benches, or other public areas;
- (4) Which may result in donations for nonprofit organizations;
- (5) Which will have more than 20 participants;
- (6) Which requires amplification; or
- (7) Which occurs more than once per month at the same location.

(Ord. No. 2019-19, § I, 10-13-2020; Ord. No. 2022-03, § I, 8-23-2022)

Sec. 16-516. - Permit required for public gathering and expression events.

Any person or organization intending to conduct a public gathering and expression event in the City of Franklin shall first obtain a permit from the city administrator.

(Ord. No. 2019-19, § I, 10-13-2020)

Sec. 16-517. - Exceptions for public gathering and expression event permit.

A Permit is not required when the event involves less than 20 participants; and

- (1) Participants will assemble and/or march only on sidewalks;

- (2) Participants will cross streets only at crosswalks
- (3) Participants will obey all traffic controls and regulations;
- (4) Participants will not obstruct sidewalks or otherwise impede the orderly flow of foot traffic on sidewalks;
- (5) Participants will obey all applicable laws, statutes and ordinances;
- (6) Participants will not obstruct necessary maintenance and cleaning of streets, sidewalks, or other public facilities;
- (7) Participants will not use amplification;
- (8) The event occurs only once in a month at the same location; and
- (9) Any signage used will not be of such a dimension or used in such a manner that such signage may impede or obstruct pedestrians on sidewalks or vehicles on streets.

(Ord. No. 2019-19, § I, 10-13-2020; Ord. No. 2022-03, § II, 8-23-2022)

Sec. 16-518. - Application for public gathering and expression event permit.

Any person desiring to conduct an event for which a public gathering and expression event permit is required pursuant to this chapter shall file a verified application with the city administrator on a form supplied by the city administrator. All applications shall be submitted at least two days, but not more than six months, prior to the commencement date of the event. The application time limits may be waived pursuant to section 16-524.

(Ord. No. 2019-19, § I, 10-13-2020)

Sec. 16-519. - Contents of application.

The public gathering and event permit application will require the following information in addition to other information deemed necessary:

- (1) Name, address, home, mobile phone and business telephone numbers of the applicant and the person who will be present and in charge of the event (including cell phone number of people who will remain at event);
- (2) If the event is to be sponsored by an organization, the name, address and telephone number of the organization and representative of the organization;
- (3) Nature or purpose of the event;
- (4) Date and estimated starting and ending time of the event;
- (5) Location of the event, including its boundaries, and/or assembly and disbanding locations for walks/marches;

- (6) Estimated number of participants in the event;
- (7) Type and estimated number of vehicles or structures which will be used at the event and information as to whether there will be sponsor-provided water or emergency aid stations at the event;
- (8) Anticipated security and/or police requirements necessitated by the event;
- (9) Anticipated toilet and sanitary requirements necessitated by the event;
- (10) Whether any sound amplification equipment is proposed to be used, and if so, information describing such sound amplification. No sound amplification equipment shall be used in any way contrary to the applicable city ordinance on sound amplification equipment, or contrary to the city ordinance on offenses against the peace and quiet (FMC 11-401 et seq.);
- (11) Whether or not charity, gratuity, or offerings will be solicited or accepted, or sales of food, beverages, or other merchandise will occur;
- (12) Whether any requested temporary street closure will occupy all or only a portion of the street or intersection involved (however, more time may be required to approve the application if street closures are requested pursuant to the special event permit, section 16-505); and
- (13) Such other information as the city administrator deems reasonably necessary in order to carry out his/her duties under this chapter.

(Ord. No. 2019-19, § I, 10-13-2020)

Sec. 16-520. - Additional information required for public gathering and expression events occurring along a planned route, and/or entailing a march or a rally.

When the public gathering and expression event is a rally and/or march on city sidewalks, the application shall contain the following information:

- (1) The assembly point for the public gathering and expression event and the time when participants will begin to assemble;
- (2) The proposed sidewalk route to be traveled;
- (3) Material and maximum size of any signs or banners to be carried along the route; and
- (4) Anticipated number of adult monitors.

(Ord. No. 2019-19, § I, 10-13-2020)

Sec. 16-521. - Consultation with other departments.

Prior to approving or denying the public gathering and expression permit application, the city administrator shall consult with all city departments which may be impacted by the proposed public gathering and expression event.

Sec. 16-522. - Permit conditions on public gathering and expression events.

The city administrator shall condition the issuance of a public gathering and expression event permit by imposing reasonable requirements concerning the time, place, and manner of the public gathering and expression event, any other requirements which are necessary to protect the safety of persons and property, and to provide for adequate traffic control. Such conditions may include, but are not limited to, the following:

- (1) Alteration of the date, time, duration, route or location of the public gathering and expression event;
- (2) When the public gathering and expression event is a march, conditions pertaining to:
 - a. The area of participant assembly and disbanding;
 - b. Conditions concerning accommodation of pedestrian or vehicular traffic, including restricting the event to the sidewalk or designated public area, or allowing for intermittent safe traffic flow through an event site.
- (3) Requirements for provision of first aid, sanitary or emergency facilities;
- (4) Requirements for use of event monitors and method for providing notice of permit conditions to event participants;
- (5) Restrictions on the number or type of structures for fire safety as required by the City of Franklin Fire Department;
- (6) Requirements for use of garbage containers, cleanup and restoration of public property;
- (7) Reasonable restrictions on the use of amplified sound (as specified in the city's offenses against the peace and quiet (FMC 11-401 et seq.));
- (8) Compliance with any other applicable ordinances or laws;
- (9) Restrictions on the service or sale of alcoholic beverages and any other edible or non- edible goods;
- (10) Requirements for security personnel to be present when deemed necessary; and
- (11) Prohibition of certain items, including but not limited to, any item that in the assessment of law enforcement could be used as a weapon or otherwise present an unreasonable risk to public safety, firearms, aerosol cans, alcohol, ammunition, baseball bats, blades or bladed items, coolers, explosives, fireworks, gasoline or other flammable liquid, hazardous chemicals, tents or canopies; and/or
- (12) Requirement for the applicant to provide advance written notification to those residents residing along the public gathering and expression event route or within the immediate

vicinity of the public gathering and expression event, including notification of parking restrictions necessitated by the public gathering and expression event.

(Ord. No. 2019-19, § I, 10-13-2020)

Sec. 16-523. - Grounds for denial of application for a public gathering and expression event permit.

A public gathering and expression event permit application may be denied only if it is determined from a consideration of the application and other pertinent information that one or more of the following circumstances exist:

- (1) The application was submitted less than two days prior to the public gathering and expression event date and it is not related to recent events;
- (2) Information contained in the application is found to be materially false or misleading;
- (3) The applicant failed to complete the application form after having been notified of the need to do so;
- (4) The city administrator has already received an application for another public gathering and expression event or special event at the same time and place as that requested by the applicant, or is so close in time or proximity as to cause undue traffic congestion, and/or the police department or any other city department to be unable to meet the needs for services at both with the normal complement of staff;
- (5) The time, route, or size of the public gathering and expression event is likely to substantially interrupt the safe and orderly movement of traffic in the vicinity of the public gathering and expression event site or route, or to disrupt the use of a street at a time when it is usually subject to traffic congestion;
- (6) The concentration of persons, vehicles and/or structures at the site of the public gathering and expression event, or its assembly and disbanding areas, is reasonably likely to prevent proper police, fire, or ambulance service to areas in the vicinity of the public gathering and expression event;

In determining whether the public gathering and expression event permit application should be granted or denied, the city administrator shall resolve all doubts in favor of granting the application.

(Ord. No. 2019-19, § I, 10-13-2020)

Sec. 16-524. - Action on application for public gathering and expression event.

The city administrator shall approve, approve with conditions, or deny a public gathering and expression event application on the grounds specified in section 16-523. Action on the public gathering and expression permit application shall be expeditious and in no case later than 24 hours after the city administrator

receives a completed public gathering and expression event application form or 24 hours prior to the public gathering and expression event, whichever comes later. The 24-hour action period may be extended by agreement between the applicant and the city administrator. However, if the applicant requests to temporarily close streets, section 16-505 timeframe shall apply.

(Ord. No. 2019-19, § I, 10-13-2020)

Sec. 16-525. - Expedited action on application of public gathering and expression event permits due to recent events or certain date.

The time limitations for action set forth in this chapter are not to be construed as absolute when time is of the essence. To that end, when it is apparent that the purpose of the public gathering and expression event would be frustrated if not conducted at or before a certain date and time, the city administrator, if possible, shall expedite the action required by this chapter so as to assure that the action is taken prior to the date and time of the proposed public gathering and expression event. The two-day notice for the public gathering and expression event shall also not apply.

(Ord. No. 2019-19, § I, 10-13-2020)

Sec. 16-526. - Appeal procedure for public gathering and expression event permits.

Appeals shall be to the board of mayor and aldermen, if there is insufficient time for a timely appeal to be heard by the board of mayor and aldermen prior to the date on which the public gathering and expression event is scheduled, the city administrator, if possible, shall expedite the appellate process to assure a ruling on the appeal prior to the date and time of the proposed public gathering and expression event.

(Ord. No. 2019-19, § I, 10-13-2020)

Sec. 16-527. - Violations of a public gathering and expression event permit.

- (1) It shall be an infraction for any person to conduct a public gathering and expression event, as defined, unless a public gathering and expression event permit required under this chapter has been issued for the public gathering and expression event.
- (2) It shall be an infraction for any person to participate in a public gathering and expression event, as defined, with the knowledge that a permit has not been issued for the public gathering and expression event.
- (3) It shall be an infraction for a public gathering and expression event permittee to willfully violate the terms and conditions of the public gathering and expression event's permit, or for any public gathering and expression event participant to knowingly and willfully violate the terms or

conditions of the public gathering and expression event permit.

- (4) It shall be an infraction for any person to hamper, interfere with, obstruct or impede any public gathering and expression event which has been permitted under this chapter.
- (5) When the public gathering and expression event permitted is a march on sidewalks, it shall be an infraction to knowingly drive any vehicle, including bicycles and skateboards, between the persons participating in the march unless it is done at the direction of a police officer, or an authorized security person or monitor.
- (6) It shall be a misdemeanor for a public gathering and expression event participant or observer to fail or refuse to comply with chapter. Generally, such violations shall be cited as public nuisance. Other state, local, and federal laws will also apply and shall be citable.
- (7) All participants shall follow all federal, state, and local laws.

(Ord. No. 2019-19, § I, 10-13-2020; Ord. No. 2022-03, § III, 8-23-2022)

Sec. 16-528. - Revocation of public gathering and expression event permit by permit officer prior to public gathering and expression event.

The city administrator may revoke a public gathering and expression event at any time if:

- (1) An emergency arises making it impossible to assign sufficient or appropriate personnel to the public gathering and expression event so as to assure public safety; or
- (2) Information is obtained after the public gathering and expression event permit is issued from which it may be reasonably concluded that the public gathering and expression event permit should have been denied under section 16-523.
- (3) Violations of section 16-536 have occurred.

(Ord. No. 2019-19, § I, 10-13-2020)

Sec. 16-529. - Reasons for revocation of public gathering and expression event permit stated.

If the city administrator revokes a public gathering and expression event permit, the applicant shall be informed in writing of the grounds for revocation.

(Ord. No. 2019-19, § I, 10-13-2020)

Sec. 16-530. - Appeal of permit revocation.

The applicant may appeal a revocation in the manner provided for in section 16-526 in all cases except where the revocation is based on an emergency and there is insufficient time available to present or schedule an appeal.

(Ord. No. 2019-19, § I, 10-13-2020)

Sec. 16-531. - Revocation during public gathering and expression event.

The city administrator, chief of police, fire chief or fire marshal, or their designees may revoke the public gathering and expression event permit during the public gathering and expression event if he or she finds either:

- (1) That the public gathering and expression event has deviated from or will deviate from its approved route or area; or
- (2) Public gathering and expression event participants are violating the city's offenses against the peace and quiet (FMC 11-401 et seq.); or
- (3) Public gathering and expression event participants are violating the law or permit conditions.

City staff shall not revoke the public gathering and expression event permit for either of these reasons unless the city staff first advises the participants of their route deviation, law violation or permit condition violation and provides them with an opportunity to correct same.

(Ord. No. 2019-19, § I, 10-13-2020)

Sec. 16-532. - Emergency revocation for special event permits or public gathering and expression events.

The city administrator, chief of police, fire chief or fire marshal, or their designees may revoke an event permit during the event if fire, weather, or another emergency requires the event to be terminated to assure public safety. When a permit is revoked for this reason, all event participants must immediately comply with the city staff instructions.

(Ord. No. 2019-19, § I, 10-13-2020)

Sec. 16-533. - Hold harmless for public gathering and expression event permits.

Applicants for public gathering and expression event permits shall agree in writing to assume the defense of an indemnify and save harmless the city, its aldermen, boards, commissions, officers, employees and agents from all suits, actions, damages or claims to which the city may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of this permit and the activities permitted in connection therewith.

(Ord. No. 2019-19, § I, 10-13-2020)

Sec. 16-534. - Compatibility with state and federal law and constitutions.

It is the intention of the board of mayor and aldermen that this chapter shall be interpreted in a manner compatible with the State of Tennessee Constitution and the United States Constitution and the statutory and decisional law of the State of Tennessee and the United States.

(Ord. No. 2019-19, § I, 10-13-2020)

Sec. 16-515. - Public gathering and expression event.

This chapter is intended to facilitate the safe exercise of First Amendment rights under the United State Constitution and ensure that the city provides protection to all who wish to exercise those rights. The City of Franklin supports these events and has developed the following regulations for groups wishing to gather in the city to enable the city to provide a safe environment for participants, bystanders and the community. It shall be the policy of the city that no permits for public gathering and expression event be granted nor shall any public gathering and expression event that does not require a permit take place after dark any place within the city or from Friday from 5:00 p.m. through Saturday at 7:00 a.m. or Saturday from 5:00 p.m. through Sunday at 7:00 a.m. in the DD district. Additionally, no public gathering or expression event take place during a permitted special event in the permitted space.

As used in this chapter, a public gathering and expression event is a noncommercial public assembly, the primary purpose of which is the exercise of the participants' constitutional rights of free speech and peaceable assembly:

- (1) Which is scheduled to take place on public property such as a city sidewalk, alley or other right-of way, city park, and/or city facility;
- (2) Which is likely to obstruct, delay, or interfere with the normal flow of vehicular or pedestrian traffic;
- (3) Which, due to the crowd it generates, may restrict access to or use of sidewalks, parks, benches, or other public areas;
- (4) Which may result in donations for ~~non-profit~~ nonprofit organizations;
- (5) Which will have more than 20 participants;
- (6) Which requires amplification; or
- (7) Which occurs more than once per month at the same location.

(Ord. No. 2019-19, § I, 10-13-2020; Ord. No. 2022-03, § I, 8-23-2022)

Sec. 16-517. - Exceptions for public gathering and expression event permit.

A Permit is not required when the event involves less than 20 participants; and

- (1) Participants will assemble and/or march only on sidewalks;
- (2) Participants will cross streets only at crosswalks
- (3) Participants will obey all traffic controls and regulations;
- (4) Participants will not obstruct sidewalks or otherwise impede the orderly flow of foot traffic on sidewalks;

(5) Participants will obey all applicable laws, statutes and ordinances;

(6) Participants will not obstruct necessary maintenance and cleaning of streets, sidewalks, or other public facilities;

(7)

Participants will not use amplification;

(8)

The event occurs only once in a month at the same location; and

(79) Any signage used will not be of such a dimension or used in such a manner that such signage may impede or obstruct pedestrians on sidewalks or vehicles on streets.

(Ord. No. 2019-19, § I, 10-13-2020; Ord. No. 2022-03, § II, 8-23-2022)