



Meeting Agenda

Work Session

Tuesday, February 14, 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. 2022 Development Activity Report

Sponsors: Katherine Harelson

2. *Consideration Of Resolution 2023-07, A Resolution To Support Restoring The Historic Revenue Sharing Relationship Between The State Of Tennessee And Its Local Governments And To Return The Local Share Of The Single Article Cap To Local Governments

Sponsors: Mayor Ken Moore, Eric Stuckey

3. Discussion Of Ordinance 2022-47, An Ordinance To Amend Ordinance 2022-03 Amending Title 16 For Public Gathering And Expression Events
WS 1/10/23

Sponsors: Eric Stuckey, Shauna Billingsley

4. *Consideration Of Ordinance 2022-46, An Ordinance To Rezone 1.08 Acres From Residential 4 (R4) District To Planned (PD 5,578) District For The Property Located West Of West Main Street And South Of Eastview Drive, Located At 626 Eastview Drive (My Friends House PUD Subdivision). Establishing A Public Hearing On March 14, 2023
FMPC 1/26/23, 9-0

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

5. Consideration Of Resolution 2022-87, A Resolution Approving A Development Plan For My Friends House PUD Subdivision, For The Property Located West Of West Main Street And South Of Eastview Drive, Located At 626 Eastview Drive. Establishing A Public Hearing On March 14, 2023
FMPC 1/26/23, 9-0

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

6. Consideration Of Resolution 2022-88, A Resolution Adopting A Plan Of Services For The Annexation Of A Property Located South Of Murfreesboro Road And East Of Ridgeway Drive, By The City Of Franklin, Tennessee. Establishing A Public Hearing On March 14, 2023
FMPC 1/26/23, 9-0

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

7. *Consideration Of Resolution 2022-89, A Resolution To Annex A Property On Murfreesboro Road, Consisting Of 4.7 Acres, Located South Of Murfreesboro Road And East Of Ridgeway Drive And Adjoining The City Limits Within The Eastern Part Of The Franklin Urban Growth Boundary (UGB). Establishing A Public Hearing On March 14, 2023
FMPC 1/26/23, 9-0
Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph
8. *Consideration Of Ordinance 2022-48, An Ordinance To Zone 4.7 Acres Estate Residential (ER) District, For The Property Located South Of Murfreesboro Road And East Of Ridgeway Drive. Establishing A Public Hearing On March 14, 2023
FMPC 1/26/23, 9-0
Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph
9. Consideration Of Resolution 2022-83, A Resolution Amending The Colletta Park PUD Subdivision To Extend The Vested Rights, For The Property Located Northeast Of South Carothers Road And South Of Murfreesboro Road. Establishing A Public Hearing On March 14, 2023
FMPC 1/26/23, 9-0
Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph
10. *Consideration Of Resolution 2023-02, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Voluntary Products For Employees For A Term Of Award

Sponsors: Kevin Townsel
11. *Consideration Of Resolution 2023-06, A Resolution To Allow Reporting Of COF Contract No. 2022-0061, An Addendum For The City Of Franklin To Participate In The State Of Tennessee Purchasing Card Program Without Disclosing The Name Of The Financial Institution Of A Participating Entity

Sponsors: Kristine Brock, Brian Wilcox
12. Consideration Of COF Contract No. 2022-0029, A Memorandum Of Understanding Between The City Of Franklin, Tennessee And Williamson County, Tennessee Concerning Application Of Building And Code Requirements

Sponsors: Shauna Billingsley, Emily Wright
13. *Consideration To Deny Sewer Availability For Six Unaddressed Properties (Map 119 And Parcels 00703, 00704, 00705, 00707, 00708, And 00709) And 1546 W Harpeth Road (Map 118, Parcel 00700)

Sponsors: Michelle Hatcher, Scott Andrews
14. *Consideration To Deny Sewer Availability For 1126 Warrior Drive (Map 106, Parcel 16200)

Sponsors: Michelle Hatcher
15. Consideration Of Amendment 2 To COF Contract No. 2016-0152, With CDM Smith For Sanitary Sewer Model Assistance For A Not-To-Exceed Amount of \$50,000

Sponsors: Michelle Hatcher

16. *Consideration Of COF Contract No. 2022-0289, With CDM Smith For Water Reclamation Facility Rehabilitation And Resiliency Design For An Amount Not-To-Exceed \$1,737,669 For Design And Construction Services Using The American Rescue Plan Act Funds

Sponsors: Michelle Hatcher

17. Consideration Of COF Contract No. 2022-0324, With C&T Engineering For Harpeth River Monitoring And Data Collection For A Not-To-Exceed Amount Of \$56,000

Sponsors: Michelle Hatcher

18. Consideration Of COF Contract No. 2023-0010, With AECOM For Engineering Services During Construction For The Water Treatment Plant Valve Access Improvement Project For An Amount Not-To-Exceed \$62,074

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

19. Review And Discussion On The Study Area and Criteria For Evaluating Alternative Sites For Our New City Hall

Sponsors: Eric Stuckey, Vernon Gerth

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 #: 21-04200

DATE: January 23, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Katherine Harelson, Development Services Analyst

SUBJECT:

2022 Development Activity Report

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the development activity in Franklin during calendar year 2022.

BACKGROUND/STAFF COMMENTS:

Each quarter, the BOMA is presented with a Development Activity Report. At the end of the calendar year, the BOMA is presented with a more in-depth report and analysis regarding all development activity occurring in Franklin during that year.

In 2022, the City of Franklin maintained a high level of development activity. Despite economic concerns, the City issued over 5,800 permits which were valued at over \$874 million. Several major developments received building permits and began construction. The City also permitted over 900 housing units for the 5th year in a row. Impact fee collections in 2022 are down compared to the last five years. However, several large developments that received building permits in 2022 had paid impact fees in the previous year on foundation permits, so the lower impact fee collections are not a concern at this point.

FINANCIAL IMPACT:

There is no financial impact. Part of the presentation will be concerning the City's fee collections in 2022.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the 2022 Development Activity Report.

2022 DEVELOPMENT ACTIVITY REPORT

BOMA Work Session – February 14th, 2023

Agenda

Plan Review

Permitting

Fees and Valuation

Housing

Boards and Commissions

Plan Review

- This is the first stage in the development process, where development/design professionals submit plans, and staff reviews the plans against the codes and ordinances approved by the BOMA.
- Staff maintains a service commitment that guarantees a plan will be reviewed and returned with comments in a timely manner.
- Our service commitment can be found on the City of Franklin website under the Building and Neighborhood Services webpage.

Plans Reviewed

Plans Reviewed

- **Development Plans** – 15 plans reviewed
- **Site Plans** – 60 plans reviewed
- **Final Plats** – 56 plans reviewed

Average Review Cycles

- **Development Plans** – 4.3 reviews
- **Site Plans** – 5 reviews
- **Final Plats** – 2.8 reviews

Permitting

- All new construction, renovations, and additions require a permit.
- Other permits required include:
 - Trade Permits: Electrical, Plumbing, Mechanical
 - Use Permits: Short-Term Vacation Rentals, Mobile Food Vendors, Outdoor Café
 - Swimming Pools
 - Signs



Permits Issued in 2022



Building – 1,113 permits issued



Trade (Electrical, Mechanical,
Plumbing) – 4,568 permits issued



Swimming Pools – 78 permits
issued

Permits Issued in the Last 5 Years

Year	Permits Issued
2018	6,463
2019	6,075
2020	6,096
2021	5,790
2022	5,806

Fees

- **Permit Fees** – Permit fees are based on the construction value of the project being permitted. Collections go the General Fund to help fund City operations.
- **Impact Fees** – Impact fees are fees directly tied to development's impact on City infrastructure (roads, water, sanitary sewer, parks, etc.)
- The City regularly updates these fees to keep up with growth.

Impact Fee Collections

Road Impact Fees –
\$3.38 million collected in
2022

- 46% decrease from
2021 collections

Water and Sewer Impact
Fees - \$2.5 million
collected in 2022

- 47% decrease from
2021 collections

Construction Valuation

- This metric is based on the construction value of the projects that have been permitted. This is also viewed as the amount of investment happening in the community.
- In 2022, the City issued building permits that totaled over \$847 million.
 - 57% increase from 2021
- In 2022, several large projects were issued permits which contributed to the high construction valuation this year.



Construction Valuation in the Last 5 Years

Year	Valuation
2018	\$745 million
2019	\$536 million
2020	\$466 million
2021	\$556 million
2022	\$874 million

Housing

In 2022, the City of Franklin permitted 948 dwelling units.

This is the 5th consecutive year that the City has permitted over 900 dwelling units.

Dwelling Units Permitted in the Last 5 Years

Year	Single Family	Townhomes	Multi-Family
2018	404	169	405
2019	385	119	569
2020	335	225	358
2021	293	246	619
2022	212	214	522

Boards and Commissions

- The City of Franklin has several Boards and Commissions that help engage staff and the development community on different aspects of the development process.
- **Development Services Advisory Commission** – a recommending body that provides guidance and recommendations on how to enhance the City's development review processes and associated development services and policies
- **Building and Streets Standards Board of Appeals** – a technical body established to hear and decide appeals of orders, decisions, or determinations relating to the application and interpretation of the City's technical codes (building, fire, property maintenance, etc.)
- **Stormwater Appeals Board** – a technical body established to hear and decide appeals of Stormwater Notices of Violations and can grant variances to provisions of the Stormwater Management Ordinances

Meetings in 2022

- **Development Services Advisory Commission** – Meets the 2nd Wednesday every month at 7:30AM in the City Hall Training Room
- **Building and Streets Standards Board of Appeals** – Met only once in 2022
- **Stormwater Appeals Board** – No meetings in 2022

Big Projects in 2022 – Non-Residential

Williamson County Animal Center



Columbia State Arts & Technology Building



Big Projects in 2022 – Non-Residential (Cont.)

McEwen Northside (Multi-family)



Big Projects in 2022 – Residential

Southbrooke (Single Family)



Simmons Ridge (Townhomes)



Big Projects in 2022 – Affordable Housing

Cherokee Townhomes



For more information...

- Please visit the **City of Franklin's Development and Building Services webpage** for more information regarding the City's development activity and more resources.





File #: 21-04273

DATE: February 8, 2023
TO: Board of Mayor and Aldermen
FROM: Mayor Ken Moore
Eric Stuckey, City Administrator

SUBJECT:

*Consideration Of Resolution 2023-07, A Resolution To Support Restoring The Historic Revenue Sharing Relationship Between The State Of Tennessee And Its Local Governments And To Return The Local Share Of The Single Article Cap To Local Governments

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an effort to gain support from the Tennessee General Assembly for the restoration of the historic revenue sharing relationship between the State of Tennessee and local governments and to return the local share of the single article cap to local governments and public schools.

BACKGROUND/STAFF COMMENTS:

In 1947, the State of Tennessee began sharing 4.6% of each year's total state sales tax collections with cities for the purposes of recognizing the collective contribution of cities as the state's economic engine. This revenue sharing has long been an acknowledgement that city residents incur a local tax burden that is directly attributable to financing, developing, and maintaining an economic environment that continues to generate a healthy portion of the sales tax revenue accruing to the state.

When confronting serious fiscal challenges in 2002, the State of Tennessee increased the statewide sales tax rate from 6% to 7%. At that time, the state chose not to share a portion of the sales tax revenues generated by the increase from 6% to 7% with Tennessee municipalities. As a result of this change, the state broke a 55-year relationship of sharing 4.6% of all sales tax revenue designated for the state's general fund with municipalities. At the same time in 2002, the state also doubled from \$1,600 to \$3,200 the amount of the purchase price of any single item that is subject to a combined state and local option sales tax of 9.75%. In addition to the single article cap increase from \$1,600 to \$3,200, the state also captured and continues to capture 100% of the state's 7% levy as well as the 2.75% portion of the sales tax levy that is customarily reserved for local government on the added sale of items with a purchase price above \$1,600.

In the 21 years since these provisions took effect, these two changes have combined to result in the state realizing nearly \$2 billion in additional sales tax collections -- \$2 billion that would have benefitted local taxpayers had the historic revenue sharing relationship and single article cap not

been altered in 2002. The State of Tennessee is now in a strong financial position and is producing significant annual operating budget surpluses. The Tennessee Municipal League (TML) and cities across the state are now asking legislators to restore the historic relationship between state and city governments. In 2002, cities made revenue sacrifices to assist the state in a time of need. It is now time to return to the historical relationship and again provide cities with revenue that helps them serve their communities and to strengthen local economies.

FINANCIAL IMPACT:

The Tennessee Municipal League estimates that the restoration of the historic revenue sharing formula would generate \$1.3 million per year in additional state shared revenue to the City of Franklin. There is not an estimate for the increase in revenue for the City resulting from addressing the proposed single article cap issue. It would likely be a significant amount of revenue. It should also be noted that shifting the portion of single article sales tax to local governments (as is the practice with all other sales tax collections) would result in additional revenue for public schools along with cities and counties.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2023-07 and that the City work with the Tennessee Municipal League to advocate for the change in the State of Tennessee's revenue sharing practices.

RESOLUTION 2023-07

A RESOLUTION TO SUPPORT RESTORING THE HISTORIC REVENUE SHARING RELATIONSHIP BETWEEN THE STATE OF TENNESSEE AND ITS LOCAL GOVERNMENTS AND TO RETURN THE LOCAL SHARE OF THE SINGLE ARTICLE CAP TO LOCAL GOVERNMENTS.

WHEREAS, Tennessee's municipal communities are the economic engine of the state and today 92% of the state's total sales tax collections are generated within municipal boundaries; and

WHEREAS, such economic growth is intentional and when it occurs, it is financed largely through city taxes for police, fire, streets, water and sewer, schools, parks, libraries and other amenities that attract and retain businesses and make Tennessee's communities desirable places for people to raise a family, start a business, and visit; and

WHEREAS, in 1947, the state began sharing 4.6% of each year's total state sales tax collections with cities for the purposes of recognizing the collective contribution of cities as the state's economic engine; thereby acknowledging that city residents incur a local tax burden that is directly attributable to financing, developing, and maintaining an economic environment that continues to generate a healthy portion of the sales tax revenue accruing to the state; and

WHEREAS, when confronting serious fiscal challenges in 2002, the state of Tennessee increased the state sales tax rate from 6% to 7%; and

WHEREAS, the state chose not to share a portion of the sales tax revenues generated by the increase from 6% to 7% with Tennessee municipalities; and

WHEREAS, as a result of this change the state broke a 55-year relationship of sharing 4.6% of all sales tax revenue designated for the state's general fund with municipalities; and

WHEREAS, at the same time in 2002, the state also doubled from \$1,600 to \$3,200 the amount of the purchase price any single item that is subject to a combined state and local option sales tax of 9.75%; and

WHEREAS, in addition to the single article cap increase from \$1,600 to \$3,200, the state also captured and continues to capture 100% of the state's 7% levy as well as the 2.75% portion of the sales tax levy that is customarily reserved for local government on the added sale of items with a purchase price above \$1,600; and

WHEREAS, in the 20 years since these provisions took effect, these two changes have combined to result in the state realizing nearly \$2 billion in additional sales tax collections -- \$2 billion that would have benefitted local taxpayers had the historic revenue sharing relationship and single article cap not been altered in 2002; and

WHEREAS, in the 20 years since these provisions took effect, Tennessee's state leaders have managed the budget with great care and a strong fiscally conservative approach to create a dynamic and growing economy with eight consecutive years of surplus revenues; and

WHEREAS, in the 21 years since these provisions took effect, the State of Tennessee's sustained economic and fiscal performance have erased the conditions which led to these austerity measures in 2002; and

WHEREAS, there is expected to be a surplus of recurring revenues produced by the economic engines of our state and managed by its leaders; and

WHEREAS, as a result of the accolades bestowed upon the state for its economic success, its fiscally conservative policies and strong leadership, the state has garnered an enviable reputation as the state in which to live, work and play; and

WHEREAS, a consequence of this reputation has led to continued and substantial economic growth and an increase and realignment of the state's population, thereby increasing the fiscal pressures on municipal governments to meet demands to expand and maintain infrastructure, to deliver essential services, to provide the amenities that allow for continued quality of life for Tennessee's citizens, and to promote an economic environment that allows Tennessee's businesses and communities to prosper; and

WHEREAS, these fiscal pressures create the need for recurring dollars to keep pace with this demand and to counteract the effects of inflation; and

WHEREAS, correcting the provisions which took effect in 2002 will help to offset these fiscal pressures and to provide relief to local taxpayers shouldering the burden of meeting this demand which is associated with generating the sales tax revenues accruing to the state.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, on behalf of its residents, formally supports the restoration of the historic revenue sharing relationship of recurring state shared sales taxes in order for cities to once again receive 4.6% of all state general fund sales tax revenue. The Board of Mayor and Aldermen of the City of Franklin, Tennessee also formally supports the state allowing local governments to receive the local share of sales tax revenues realized by increasing the single article cap in 2002 to collect on items with a purchase price between \$1,600 and \$3,200.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

Eric S. Stuckey
City Administrator

Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

RESTORE RETURN RELIEF

RESTORING THE HISTORIC REVENUE SHARING RELATIONSHIP

Background

Cities are the economic engine of the state. Economic growth is intentional and when it occurs, it is financed largely through city taxes for police, fire, streets, water and sewer, schools, parks, libraries and other amenities that attract and retain businesses and make our communities desirable places for people to live and visit. Thus, city taxpayers finance the costs of infrastructure, services and amenities responsible for much of the state's economic output through their city taxes. As a result, any measurable economic growth is accompanied by an increased local tax burden borne by city residents.

The State recognized this fact in 1947, when the state began sharing 4.6% of each year's total state sales tax collections with cities. This was done for the purposes of recognizing the collective contribution of cities as the state's economic engine and acknowledging that city residents incur a local tax burden that is directly attributable to financing, developing and maintaining an economic environment that continues to generate a healthy portion of the sales tax revenues accruing to the state.

Today, about 90% of the state's total sales tax collections are generated within city limits. Thus, this sharing amounts to a practice of returning to cities a small portion of the state's sales tax revenues in order to reduce the local tax burden. A burden that is borne by city taxpayers and that is directly associated with keeping the state's economic engine running.

In 2002, the state was confronting serious fiscal challenges and increased the sales tax rate from 6% to 7%. The revenues associated with this 1 % increase in the state sales tax rate accrue entirely to the state's general fund, precluding cities from sharing in this increase and altering the historical relationship. As a result of this change to the sharing relationship, municipalities only receive a share of the state sales tax generated by 5.5% of the state sales tax rate rather than the full 7%.

Issue

For 50 years, the state continued the sharing relationship first established in 1947, by returning 4.6% of the state's total annual sales tax revenues to cities. But that changed in the early 2000's, when the state elected to address its budget shortfall by altering this relationship; thereby, retaining more sales tax revenues for itself.

Twenty years later, the state is enjoying fiscal prosperity and the threat of a fiscal crisis is a distant memory. Yet, this austerity measure remains in place. Precluding cities from sharing in this rate increase has reduced the effective share of the sales tax revenues provided cities from 4.6% to 3.6% of total state sales tax revenues. If one were to isolate only the effects of the state's decision to keep 100% of the revenues associated with the increase in the state's sales tax rate from 6% to 7%, then one would find that cities have been denied \$913 million in shared revenues since its adoption.

Remedy

Reverse the action taken more than 20 years ago that allowed the state to amass more sales tax revenues and avert a deeper fiscal crisis by restoring the sharing relationship and allowing cities to share in 100% of the state sales tax revenues flowing to the state's general fund.

The returned revenue would provide relief to local taxpayers, allow local governments to meet funding demands that are necessary to maintain vital infrastructure, provide essential services to our citizens, fuel economic expansion, and afford the quality of life that has allowed this state to prosper.

RESTORE RETURN RELIEF

Tennessee Municipal League -- 226 Anne Dallas Dudley Blvd., STE 710, Nashville, TN 37219

RESTORE RETURN RELIEF

Allow Local Governments to Receive Local Share of Sales Tax Collected Between \$1,600- \$3,200

Background

In 2002, during difficult budget times, the state doubled the amount of the purchase price of an individual sale item that is subject to the combined state and local option sales tax (9.75%) from \$1,600 to \$3,200. In addition, the state altered the distribution of the associated sales tax collections.

Under the altered arrangement, the state receives its full 7% levy and local government continues to receive its local levy on the first \$1,600 of the purchase price of an item. However, the state retains 100 percent of its 7% levy as well as 100 percent of the levy that is customarily reserved for local government (2.75%) on the sale of items with a purchase price above \$1,600.

Issue

Twenty years later, the threat of a fiscal crisis is a distant memory. Yet, this austerity measure remains in place.

Last year, alone, the state received \$74 million in sales tax revenues that were generated by the additional 2.75 % levy on items with a purchase price above \$1,600. As a result, nearly \$37 million in sales tax revenues were diverted from local school systems and another \$37 million was diverted from local governments.

Since its adoption in 2002, this measure has resulted in the state realizing more than \$1 billion in sales tax collections - revenues that would have benefited the city, county and school system where these purchases occurred had the change not been enacted.

Remedy

Reverse this 20-year old measure to provide needed revenues for cities, counties and school systems.

The returned revenue would provide relief to local taxpayers and assist local governments to meet increasing demand for services, to continue to provide an environment that has enabled existing business and industry to succeed, to continue to promote economic expansion, and to continue to afford residents a high quality of life.

RESTORE RETURN RELIEF

Tennessee Municipal League -- 226 Anne Dallas Dudley Blvd., STE 710, Nashville, TN 37219



File #: 21-04214

DATE: January 26, 2023
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
WS 1/10/23

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.

During the January 24, 2023 work session, the Board briefly discussed noise in general. Attached to this item are sections of the municipal code relative to noise. The Franklin Municipal Code contains a Chapter on Offenses Against the Peace and Quiet, which largely involves actions taken by citizens or businesses in general and specifically on their own properties. There are also code sections that discuss sounds from vehicles. As we have discussed, there are different rights and protections on the use of a person's or business's property than those uses of public property.

FINANCIAL IMPACT:

N/A

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)

Footnotes:

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Editor's note— Ord. No. 2009-55, § I, adopted Aug. 23, 2011, repealed the former ch. 4, §§ 11-401 and 11-402, and enacted a new Ch. 4 as set out herein. The former ch. 4 pertained to similar subject matter and derived from Ord. No. 2009-65, § 1, adopted Dec. 8, 2009; Ord. No. 2006-66A, adopted Oct. 2006; Ord. No. 2003-44, adopted Nov. 2003; Ord. No. 2002-44, adopted Dec. 2002; Ord. No. 98-77, adopted Dec. 1998; Ord. No. 95-44, adopted Dec. 1995; and the 1976 codification §§ 10-202, 10-233.

Sec. 11-401. - Definitions.

- (1) "Ambient noise" means the all encompassing noise associated with a given environment being usually a composite of sounds from many sources, near and far.
- (2) "City" shall mean the City of Franklin, Tennessee.
- (3) "Commercial" means and shall include areas of the City of Franklin zoned GO, NC, CC, GC, and CI.
- (4) "Emergency work" means work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from any imminent exposure to danger.
- (5) "Industrial" means and shall include areas of the City of Franklin zoned LI and HI.
- (6) "Mixed use" means and shall include the areas of the City of Franklin zoned MX and ML.
- (7) "Person" means any person, person's firm, association, co-partnership, joint venture, corporation or any entity public or private in nature.
- (8) "Public premise[s]" means all real property, including appurtenances thereon, which is owned or controlled by any public governmental entity and shall include streets, alleys, parks and navigable waterways, but shall not include any public property leased to any nongovernmental entities.
- (9) "Real property boundary" means a line along the ground surface, and its vertical extension, which separates the real property owned by one person or entity from that owned by another person or entity, but not including intrabuilding real property divisions.
- (10) "Residential" means and shall include areas the City of Franklin zoned ER, MR, R1, R2, R3, R6, RX, MN, M2, and OR and any subsequent residential or office zone created by ordinance.
- (11) "Sound amplification device" means any apparatus for the amplification of sounds from any radiophonograph, band, orchestra or other sound-making or sound-producing device, including any apparatus for the amplification of the human voice.

(Ord. No. 2009-55, § I, 8-23-2011)

Sec. 11-402. - Disturbing the peace.

No person shall disturb, tend to disturb, or aid in disturbing the peace of others by violent, tumultuous, offensive, or obstreperous conduct, and no person shall knowingly permit such conduct upon any premises owned or possessed by him or under his control.

Sec. 11-403. - Unnecessary noise standard.

- (1) *Residential zoning districts.* No person shall cause, suffer, allow or permit sound from any sound from any source, sound which is plainly audible beyond the property line of the property creating the noise between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday.
- (2) *Commercial and industrial zoning districts.* No person shall cause, suffer, allow or permit amplified sound which is plainly audible when measured at least 100 feet from the real property boundary of the source of the sound between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday.
- (3) *Mixed use districts.* Amplification of sound located in or within 100 feet of a residential property line of the mixed use development which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. No person shall cause, suffer, allow or permit sound from any sound from any source, sound which is plainly audible in the residential section of the mixed use development between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except for that which has been applied for and authorized by the city pursuant to the permit application.
- (4) Amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

(Ord. No. 2009-55, § I, 8-23-2011; Ord. No. 2012-30, § I, 6-21-2012)

Sec. 11-404. - Loud, unusual or unnecessary noises prohibited; criteria; other prohibited noises.

- (1) Consistent with other provisions of this chapter, and notwithstanding section 11-403, it shall be unlawful for any person within the limits of the city to make, produce, cause, suffer, continue or allow to be produced or continued by human voice, machine, animal, or device, or any combination of same, any unreasonably loud, unusual or unnecessary noise which disturbs the peace and quiet of any neighborhood, or which causes discomfort or annoyance to any reasonable person of normal sensitivity residing in the area, or which otherwise injures or endangers the comfort, repose, health, peace, safety or welfare of others.
- (2) General provisions; tests for unlawful noise. The standards which shall be considered in determining

whether a violation of this section exists shall include, but shall not be limited to, the following:

- a. The volume of the noise.
 - b. The intensity of the noise.
 - c. Whether the nature of the noise is usual or unusual.
 - d. Whether the origin of the noise is natural or unnatural.
 - e. The volume and intensity of the background noise, if any.
 - f. The proximity of the noise to residential sleeping facilities.
 - g. The nature and zoning of the area within which the noise emanates.
 - h. The density of inhabitation of the area within which the noise emanates.
 - i. The time of the day or night the noise occurs.
 - j. The duration of the noise.
 - k. Whether the noise is recurrent, intermittent or constant.
 - l. Whether the noise is produced by a commercial or non commercial activity.
- (3) The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this section, even if the noises referred to do not violate the noise standards set forth in section 11-403 above:
- a. *Horns, signaling devices, etc.* The sounding of any horn or signaling device on any automobile, motorcycle, truck or other vehicle on any street or public place of the city except as a danger warning; the creation by means of any such signaling device of any unreasonably loud or harsh sound; and the sounding of any such device for an unnecessary and unreasonable period of time. The use of any signaling device except one operated by hand or electricity; the use of any horn, whistle or other device operated by engine exhaust; and the use of any such signaling device when traffic is for any reason held up.
 - b. *Loudspeakers, amplifiers for advertising.* The using, operating, or permitting to be played, used, or operated of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is broadcast upon the public streets for the purpose of commercial advertising is or attraction the attention of the public to any building or structure.
 - c. *Yelling, shouting etc.* Yelling, shouting, hooting, whistling, or singing on the public streets, or in the parking lots of commercial business open to the public, particularly between the hours of 11:00 p.m. and 7:00 a.m. or at any time or place so as to annoy or disturb the quiet, comfort, or repose of persons in any office, or in any dwelling hotel or other type of residence, or of any persons in the vicinity. If the owner or manager of a commercial enterprise operates his business and is open to the public between the hours of 11:00 p.m. and 7:00 a.m. or at any time on Sunday or holidays, he shall locate his customer parking so his customers and patrons will not violate this chapter. A failure of the owner or manager to so locate his customer parking constitutes a violation of this chapter, when a customer or patron is convicted of violation of this chapter provided the owner or manager permits customer or patron parking within 100 feet of a residential zone.

- d. *Animals, birds, etc.* The keeping of any animal or bird which by causing frequent or long continued noise shall disturb the comfort or repose of any persons in the vicinity.
- e. *Steam whistles.* The blowing of any locomotive steam whistle or steam whistle attached to any stationary boiler except to give notice of the time to begin or stop work or as a warning of fire or danger, or upon request of proper city authorities.
- f. *Exhausts.* The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor boat, or other vehicle through a muffler or other device which will effectively prevent loud or explosive noises there from.
- g. *Defect in vehicle or load.* The use of any automobile, motorcycle, or vehicle so out of repair, so loaded or in such manner as to create loud and unnecessary grating, grinding, rattling or other noise.
- h. *Loading, unloading, opening boxes.* The creation of a loud and excessive noise in connection with loading or unloading any vehicle or dumpster or the opening and destruction of bales, boxes, crates and containers, particularly other than during the hours between 6:00 a.m. and 9:00 p.m. If the city administrator should determine that the interest of the public health and safety is not harmed by an extension of this time frame in certain locations he deems appropriate, he may grant permission for such loading and unloading during the hours of 9:00 p.m. to 6:00 a.m. upon application. This permission can be revoked at any time.
- i. *Construction or repairing of buildings.* The erection (including excavation), construction, demolition, alteration or repair of any building during times that would not be permitted for construction activity by section 12-1301, hours of construction.
- j. *Schools, courts, churches, hospitals.* The creation of any excessive noise on any street adjacent to any school institution of learning, church or court while the same are in use, or adjacent to any hospital, which unreasonably interferes with the workings of such institutions, or which disturbs or unduly annoys patients in the hospital provided conspicuous signs are displayed in such street, indicating the same is a school hospital or court street.
- k. *Hawkers, peddlers.* The shouting and crying of peddlers, hawkers and vendors which disturbs the peace and quiet of the neighborhood.
- l. *Drums.* The use of any drum or other instrument or device for the purpose of attracting attention by creation of noise to any performance show or sale.
- m. *Metal rails, pillars and columns, transportation thereof.* The transportation of rails, pillars or columns of iron, steel or other material, over and along streets and other public places upon carts, trays, cars, trucks, or in any manner so loaded as to cause loud noises or as to disturb the peace of such streets or other public places.
- n. *Pile drivers, hammers, etc.* The operation between the hours of 6:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise.
- o. *Blowers.* The operation of any blower or power fan or any combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noises from such blower or

fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.

- p. *Noise from motor vehicle audio equipment.* No person shall use or operate any radio, tape player, record player, compact disc player or any similar device in or on a motor vehicle located on the public streets of the city, property owned or leased by the city, or within a public park, within a public parking lot or on any other public premise with the city, which is audible to a person of normal hearing sensitivity more than 50 feet from such vehicle, nor shall any person use or operate any radio, tape player, record player, compact disc player or any similar device in or on a motor vehicle located on private property which is audible to a person of normal hearing sensitivity more than 50 feet outside the real property boundary of said property. Words and phrases need not be discernible for said sound to be "audible."

(Ord. No. 2009-55, § I, 8-23-2011; Ord. No. 2012-30, § I, 6-21-2012; Ord. No. 2019-39, § III, 8-11-2020)

Sec. 11-405. - Exemptions.

The following uses and activities shall be exempt from noise level regulations:

- a. Noises of safety signals, warning devices, and emergency pressure relief valves.
- b. Noises resulting from any authorized emergency vehicle, when responding to an emergency call or acting in time of emergency.
- c. Noises resulting from emergency work as defined in the Franklin Municipal Code, as amended.
- d. Any aircraft operated in conformity with, or pursuant to, federal law, federal air regulations, and air traffic control instruction used pursuant to and within the duly adopted federal air regulations shall be exempt from the provisions of chapter. Any aircraft operating under technical difficulties, in any kind of distress, under emergency orders of air traffic control or being operated pursuant to and subsequent to the declaration of an emergency under the federal air regulations shall also be exempt from the provisions of this chapter.
- e. Any vehicle or equipment of the city or a public utility while engaged in necessary public business.
- f. Excavations or repairs of bridges, streets, or highways by or on behalf of the city, the county, or the state during the night, when the public welfare and convenience renders it impossible to perform such work during the day.
- g. Emergency activities of the city, the county or the state and emergency activities of public utilities when they are seeking to provide electricity, water or other public utility services and the public health, safety or welfare is involved.
- h. Use of domestic power equipment (including, but not limited to, power lawn mowers, leaf blowers, trimmers, snowblowers, tillers, saws, sanders, drills or similar devices) between 7:00 a.m. and 9:00 p.m.
- i. Attendant on-site noise and the playing of instruments connected with the actual performance or practice of organized sporting events or school events held on school campuses and in publicly owned parks or facilities.

- j. Human sounds emanating from children including, but not limited to, speech and utterances of laughter sounds associated with play.
- k. Sounds lasting no more than five minutes in any one hour created by bells, chimes, carillons or by electronic or mechanical devices that reproduce such sounds, while used in connection with a religious institution, school, or clock or bell tower.

(Ord. No. 2009-55, § I, 8-23-2011)

Sec. 11-406. - Application for special permit.

- (1) Applications for a special permit for relief from the noise level designated in this section on the basis of undue hardship may be made to the board of mayor and aldermen. Any permit granted by the board of mayor and aldermen herein under shall contain all conditions upon which said permit has been granted and shall specify a reasonable time that the permit shall be effective. The board of mayor and aldermen may grant the relief as applied for, if it finds:
 - a. That additional time is necessary for the applicant to alter or modify his activity or operation to comply with this section; or
 - b. The activity, operation or noise source will be of temporary duration, and cannot be done in a manner that would comply with other subsections of this section; and
 - c. That no other reasonable alternative is available to the applicant; and
 - d. The board of mayor and aldermen may prescribe any conditions it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.
- (2) Applications for relief from the noise level in this section for the purpose of a public parade, street fair or similar activity and conducted by a public entity, agency or committee thereof may be made to the mayor or city administrator. The mayor and city administrator are each authorized to issue for said purposes.

(Ord. No. 2009-55, § I, 8-23-2011)

Sec. 11-407. - Penalty for violation.

Any person violating any of the provisions of this section shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in the amount of \$50.00. Each day such violation is committed or permitted to continue is a separate offense.

(Ord. No. 2009-55, § I, 8-23-2011)

Sec. 11-408. - Additional remedy; injunction.

As an additional remedy, the operation or maintenance of any device, instrument, vehicle or machinery in violation of any provision hereof and which causes discomfort or annoyance to reasonable persons of normal sensitiveness or which endangers the comfort, repose, health or peace of residents in the area shall be deemed, and is to be, a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

(Ord. No. 2009-55, § I, 8-23-2011)

Sec. 11-409. - Severability.

It is the intention of the board of mayor and aldermen that each separate provision of this section shall be deemed independent of all other provisions herein, and it is further the intention of the board of mayor and aldermen that if any provisions thereof shall remain valid and enforceable.

(Ord. No. 2009-55, § I, 8-23-2011)

Sec. 15-119. - Causing unnecessary noise.

It shall be unlawful for any person to cause unnecessary noise by unnecessarily sounding the horn, "racing" the motor, or causing the "screeching" or "squealing" of the tires on any motor vehicle.

(1976 Code, § 9-124; Ord. No. 2004-04, 2- -2004)

Sec. 9-207. - Loud noises and speaking devices.

No permittee, nor any person in his behalf, shall shout, cry out, blow a horn, ring a bell or use any sound amplifying device upon any of the sidewalks, streets, alleys, parks or other public places of the city or upon private premises in violation of the city's noise ordinance.

(1976 Code, § 5-207; Ord. No. 2004-68, 12- -2004)



File #: 21-04182

DATE: January 25, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Joseph Bryan, Principal Planner

SUBJECT:

*Consideration Of Ordinance 2022-46, An Ordinance To Rezone 1.08 Acres From Residential 4 (R4) District To Planned (PD 5,578) District For The Property Located West Of West Main Street And South Of Eastview Drive, Located At 626 Eastview Drive (My Friends House PUD Subdivision). Establishing A Public Hearing On March 14, 2023
FMPC 1/26/23, 9-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 8047
Applicant: Steve King
Owner: My Friends House Family and Children's Services, Inc., Steve King, Rep.

BACKGROUND/STAFF COMMENTS:

The applicant is proposing to rezone the property from Residential 4 (R4) District to Planned (PD 5,578) District to accommodate the My Friends House PUD Subdivision. The property is Lot 25 in the Eastview Subdivision, Block C. My Friends House has been located at that location for approximately 25 years and would like to increase the number of available beds from 8 to 12. A property with more than 8 beds is classified as a group home, which is an institutional use, so the property must be rezoned. The lot is within the Historic Residential Design Concept as designated by the Envision Franklin Plan. Group homes are classified as an institutional use, which is allowed as a secondary use within the Historic Residential Design Concept, so the rezoning can be supported. The corresponding development plan for the My Friends House PUD is also on this agenda for review.

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 2022-46 by a vote of 9-0.

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2022-46.

ORDINANCE 2022-46

AN ORDINANCE TO REZONE 1.08 ACRES FROM RESIDENTIAL 4 (R4) DISTRICT TO PLANNED (PD 5,578) DISTRICT FOR THE PROPERTY LOCATED WEST OF WEST MAIN STREET AND SOUTH OF EASTVIEW DRIVE, LOCATED AT 626 EASTVIEW DRIVE (MY FRIENDS HOUSE PUD SUBDIVISION)

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

WHEREAS, the Planned (PD 5,578) district provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, adopted Resolution 2022-87, 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 **R4** District to **PD 5,578** District:

PREMISES CONSIDERED	
Map-Parcel	Acres
78I B-43.00	1.08
Total	1.08

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 ORDAINED AND DONE on this ____ day of _____, 2023.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

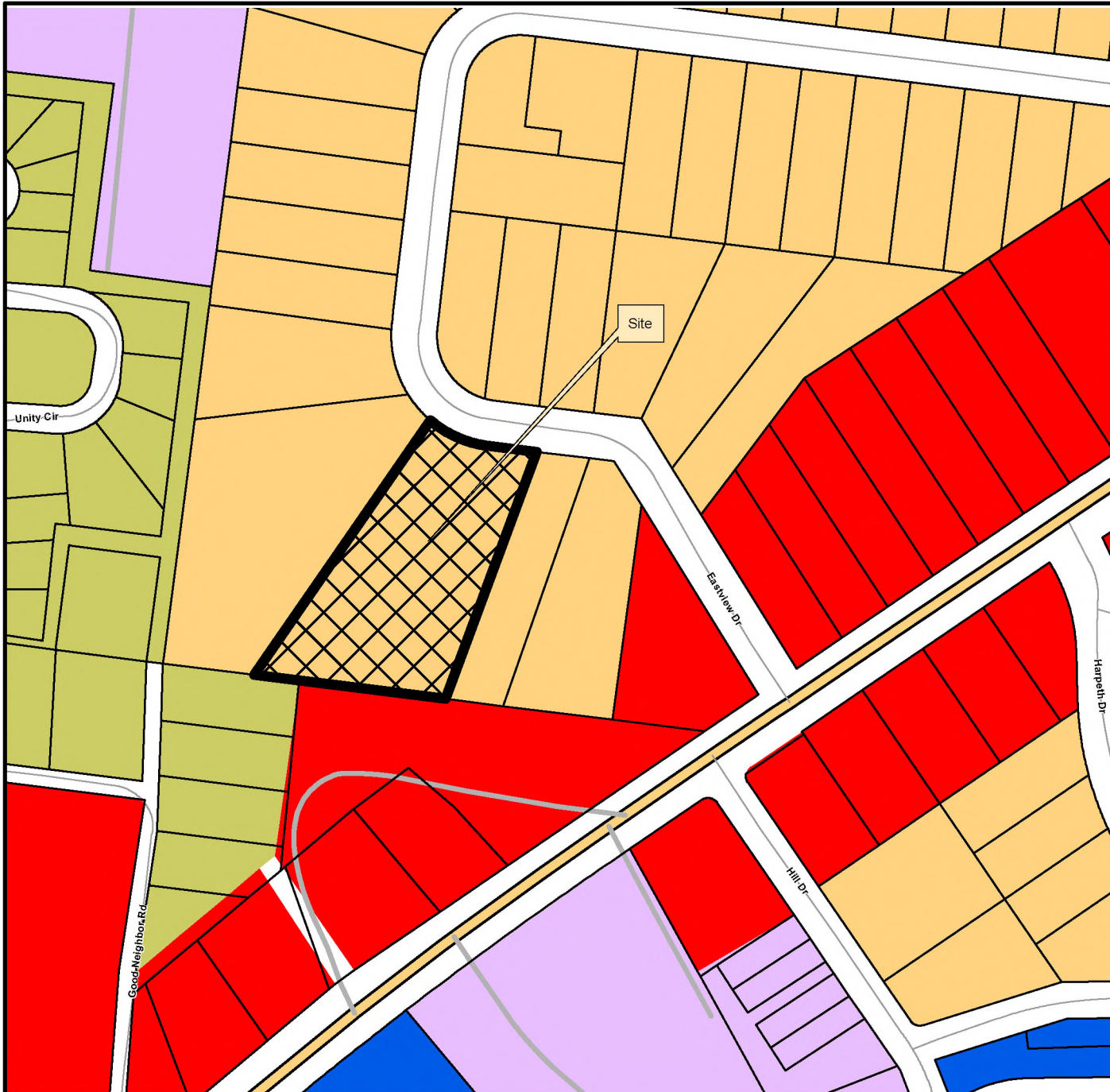
**MY FRIENDS HOUSE PUD SUBDIVISION
ORDINANCE 2022-46
RESOLUTION 2022-87**

Project Information

Existing Zoning: R4
Proposed Zoning: PD 5,578
Overlay Districts: CFO
Site Acreage: 1.08 acres
Proposed Number of Dwelling Units: 0
Proposed Nonresidential Square Footage: 5,578

Legend

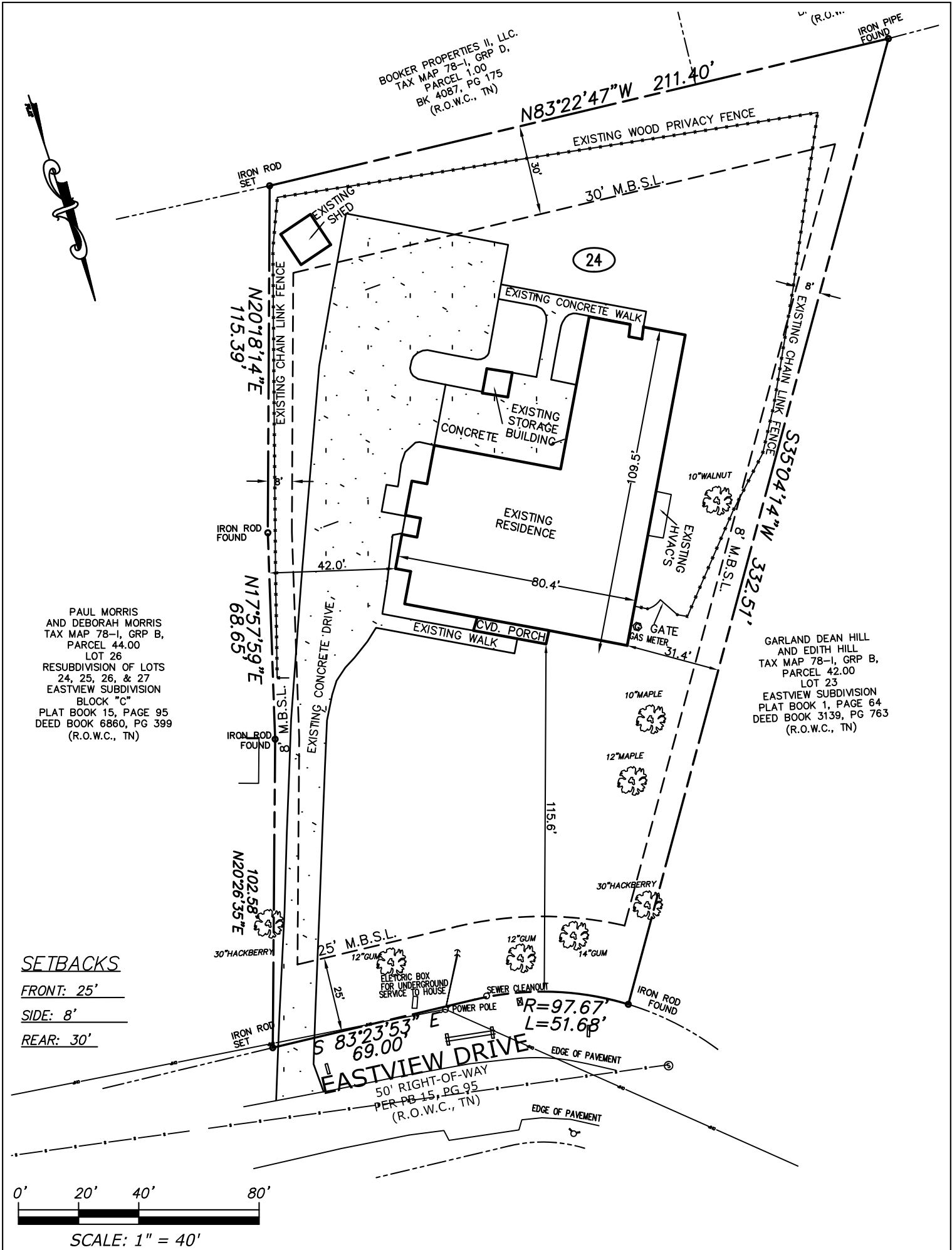
-  My Friends House PUD
-  Hillside/Hillcrest Overlay
-  500 Ft Buffer of Hillside
-  AG Agricultural District
-  ER Estate Residential District
-  R1 Residential 1 District
-  R2 Residential 2 District
-  R3 Residential 3 District
-  R4 Residential 4 District
-  R6 Residential 6 District
-  MR Mixed 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.
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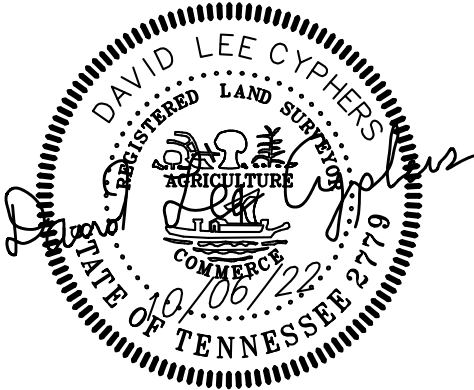
0 250 500 1,000
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AS-BUILT FOR NEW STRUCTURE

OWNER: THE WILLIAMSON COUNTY YOUTH, INC. PROPERTY
ADDRESS: 626 EASTVIEW DRIVE
CITY: FRANKLIN, WILLIAMSON COUNTY, TENNESSEE
LOT #24 SUBD. RESUBDIVISION OF LOTS 24, 25, 26, & 27
EASTVIEW SUBDIVISION, BLOCK "C"
RECORD: PLAT BOOK 15, PAGE 95, R.O.W.C., TN
MAP: 78-I GROUP: B PARCEL: 43.00
AREA: 47,224 SQ.FT.± OR 1.08 AC.±
SCALE: 1"=40' DATE: OCTOBER 6, 2022

H & H LAND SURVEYING INC.
612 A FITZHUGH BLVD.
SMYRNA, TENNESSEE 37167
PHONE: 615-355-6905 EMAIL: handhland@bellsouth.net
JOB: 2017-0465 DRAWN BY: RAW



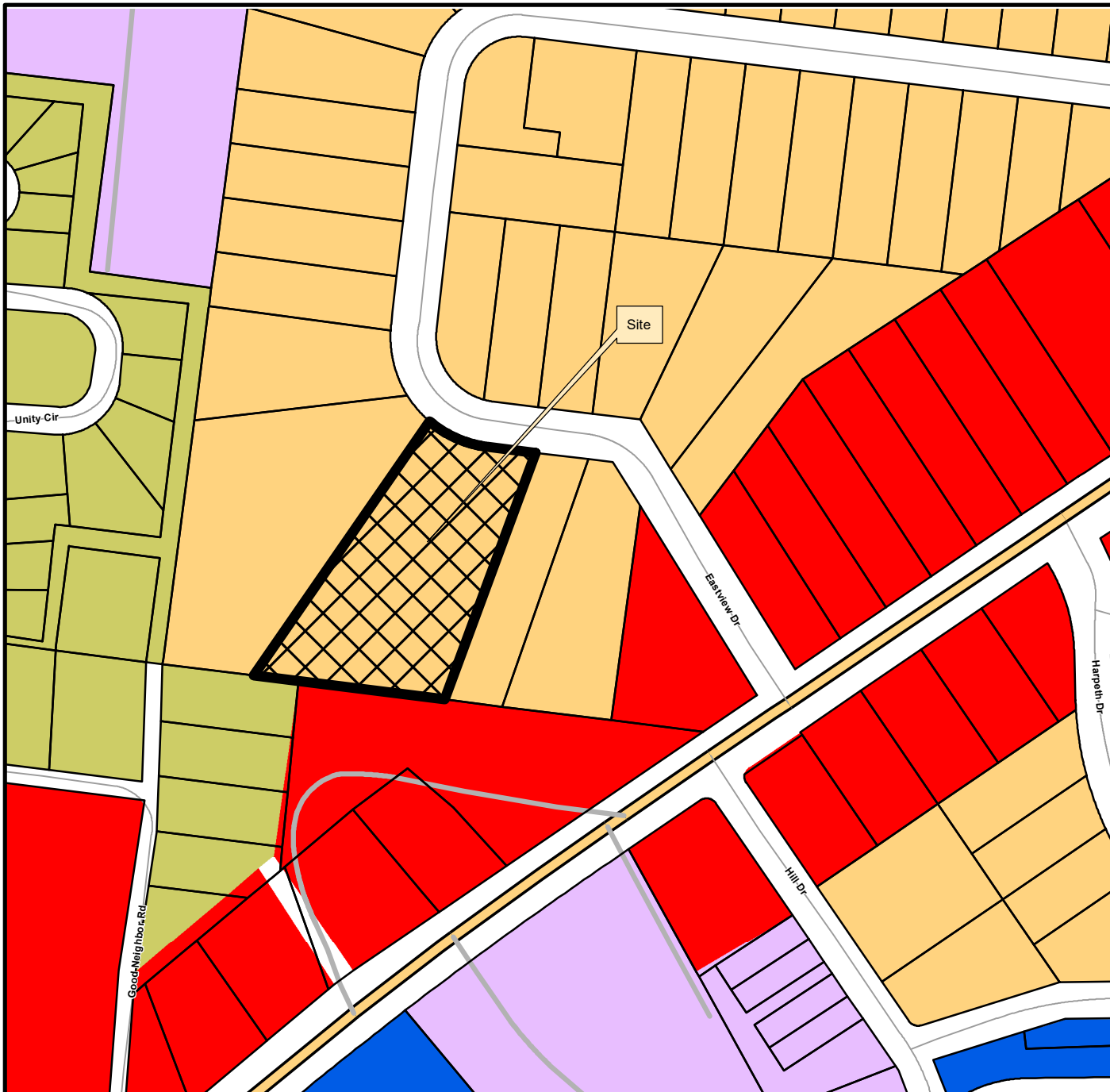
**MY FRIENDS HOUSE PUD SUBDIVISION
ORDINANCE 2022-46
RESOLUTION 2022-87**

Project Information

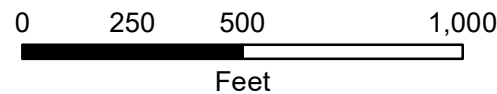
Existing Zoning: R4
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Overlay Districts: CFO
Site Acreage: 1.08 acres
Proposed Number of Dwelling Units: 0
Proposed Nonresidential Square Footage: 5,578

Legend

-  My Friends House PUD
-  Hillside/Hillcrest Overlay
-  500 Ft Buffer of Hillside
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-  R1 Residential 1 District
-  R2 Residential 2 District
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-  PD Planned District
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-  NC Neighborhood Commercial
-  CC Central Commercial District
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-  RC12 Regional Commerce 12 District
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-  HI Heavy Industrial District



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BOOKER PROPERTIES II, LLC.
TAX MAP 78-I, GRP D,
PARCEL 1.00
BK 4087, PG 175
(R.O.W.C., TN)

N83°22'47"W 211.40'

EXISTING WOOD PRIVACY FENCE

30' M.B.S.L.

IRON ROD SET

EXISTING SHED

EXISTING CHAIN LINK FENCE

N20°18'14"E

115.39'

EXISTING CHAIN LINK FENCE

IRON ROD FOUND

N17°57'59"E

68.65'

8' M.B.S.L.

EXISTING CONCRETE DRIVE

IRON ROD FOUND

N20°26'35"E

102.58'

30'HACKBERRY

12"GUM

14"GUM

12"GUM

12"GUM

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PAUL MORRIS
AND DEBORAH MORRIS
TAX MAP 78-I, GRP B,
PARCEL 44.00
LOT 26
RESUBDIVISION OF LOTS
24, 25, 26, & 27
EASTVIEW SUBDIVISION
BLOCK "C"
PLAT BOOK 15, PAGE 95
DEED BOOK 6860, PG 399
(R.O.W.C., TN)

GARLAND DEAN HILL
AND EDITH HILL
TAX MAP 78-I, GRP B,
PARCEL 42.00
LOT 23
EASTVIEW SUBDIVISION
PLAT BOOK 1, PAGE 64
DEED BOOK 3139, PG 763
(R.O.W.C., TN)

SETBACKS

FRONT: 25'

SIDE: 8'

REAR: 30'

EASTVIEW DRIVE

50' RIGHT-OF-WAY
PER PB 15, PG 95
(R.O.W.C., TN)

EDGE OF PAVEMENT

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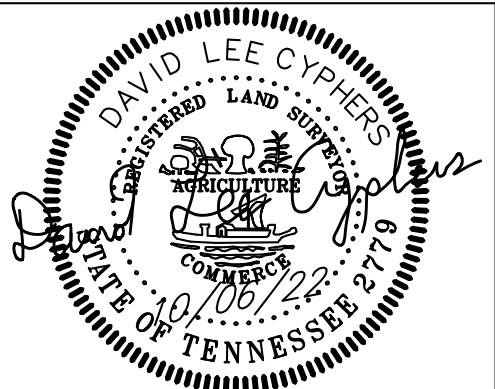
0' 20' 40' 80'

SCALE: 1" = 40'

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PHONE: 615-355-6905 EMAIL: handhland@bellsouth.net
JOB: 2017-0465 DRAWN BY: RAW



Revisions	
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Mitchell Barnett Architect, P.C.

ARCHITECTS PLANNERS

2304 8th Avenue South

NASHVILLE, TN 37204

Cell: 615.585.5053

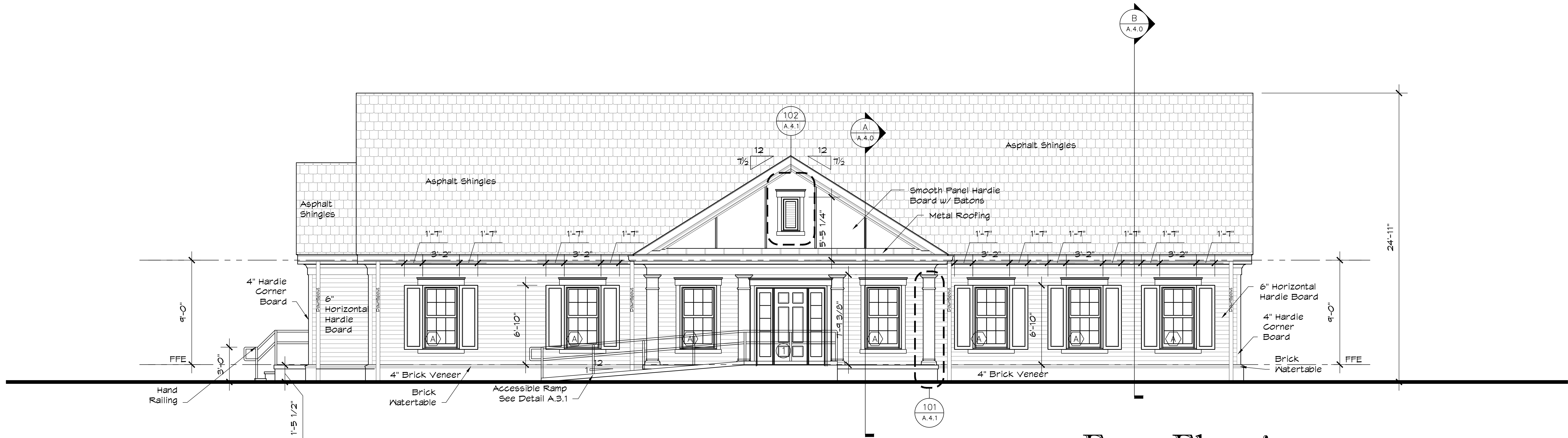
Fax: 615.585.5053

www.mitchellbarnett.com

MY FRIENDS HOUSE
PUD SUBDIVISION
626 EASTVIEW DRIVE
FRANKLIN, TN 37064

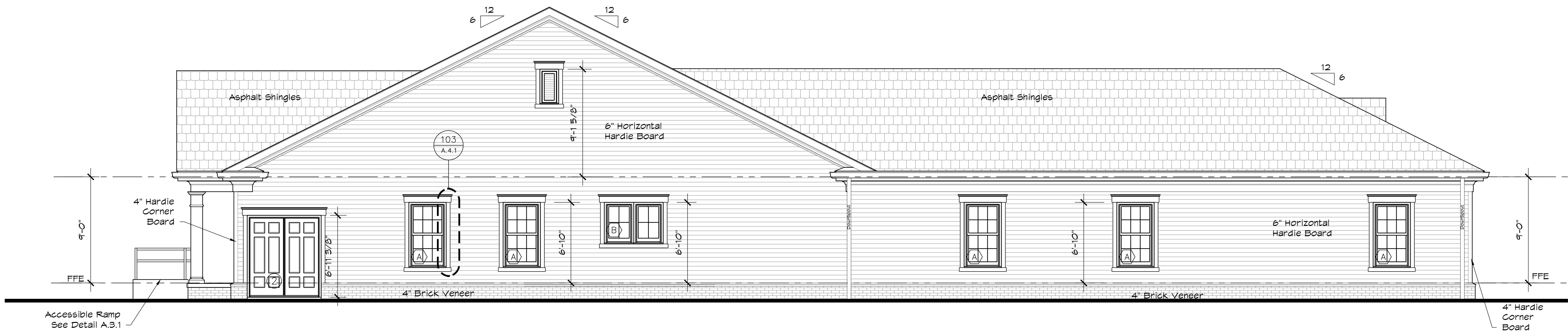
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Checked By : NMB
Date :03/2016
File : My Friends House
rezzone2022
Sheet Number :

A.2.0



Front Elevation

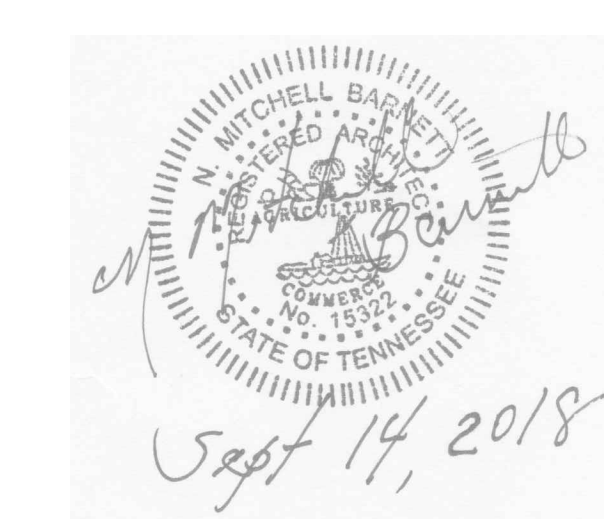
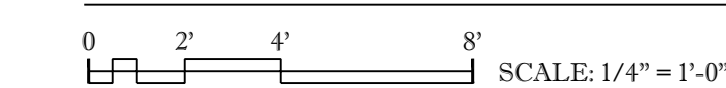
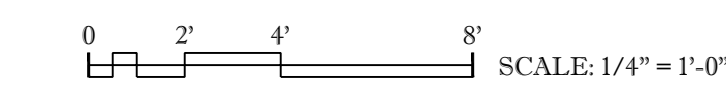
0 2' 4' 8' SCALE: 1/4" = 1'-0"



Right Elevation

0 2' 4' 8' SCALE: 1/4" = 1'-0"





Revisions

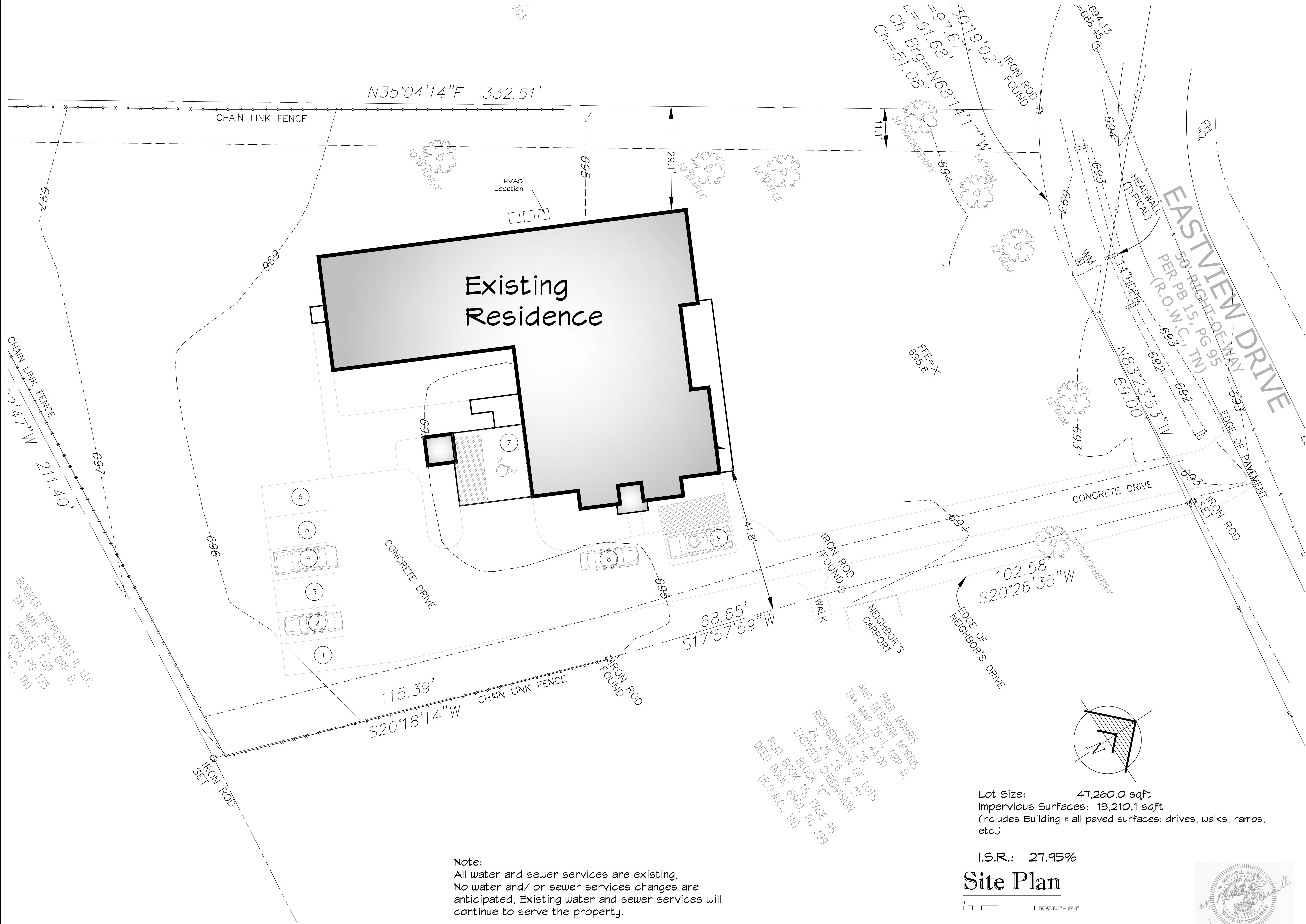
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Mitchell Barnett Architect, P.C.
ARCHITECTS PLANNERS
2304 8th Avenue South
Nashville, TN 37204 (615) 385-5853
Email: mba@mbaarchitect.com Website: www.mbaarchitect.com

MY FRIENDS HOUSE
PUD SUBDIVISION
626 EASTVIEW DRIVE
FRANKLIN, TN 37064

Drawn By : staff
Checked By : NMB
Date :03/2016
File : My Friends House
rezone2022
Sheet Number :

C1.1



MITCHELL BARNETT ARCHITECT, P.C.

GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE COMMENCING WITH WORK. THE ARCHITECT MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
2. DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION, OBTAIN CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING WITH THE WORK.
3. DIMENSIONS ARE WITNESSED TO FACE OF MASONRY OR TO FACE OF STUD UNLESS OTHERWISE NOTED.
4. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL MEET ALL STATE BUILDING CODES, THE NATIONAL ELECTRIC CODE, AND ORDINANCES OF THE LOCAL AUTHORITY HAVING JURISDICTION.
5. THE ARCHITECT SHALL BE NOTIFIED BEFORE PROCEEDING WITH WORK IF A CONFLICT IS DISCOVERED WITHIN THE CONSTRUCTION DOCUMENTS.
6. THERE SHALL BE NO BUILDING MATERIALS CONTAINING ASBESTOS OR OTHER HAZARDOUS MATERIALS INSTALLED ON THIS PROJECT.
7. ALL MATERIALS AND EQUIPMENT PROVIDED SHALL BE INSTALLED AS PER MANUFACTURERS RECOMMENDATIONS AND AS PER CODE REQUIREMENTS.
8. ITEMS REQUIRING FINISH SELECTIONS NOT APPEARING IN THE DOCUMENTS SHALL BE SELECTED BY THE OWNER FROM SHOP DRAWINGS, SUBMITTAL, AND/OR SAMPLES AS REQUIRED.
9. THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC., IS THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
10. FILL SOLID ALL MASONRY VOIDS WHERE ANCHORS OCCUR. FILL SOLID ALL NEW MASONRY UNITS LOCATED BELOW FINISHED GRADE.
11. COORDINATE LOCATIONS AND/OR ELEVATIONS OF FLOOR DRAINS, REGISTERS, GRILLES, LOUVERS, PANELS, ETC., WITH MECHANICAL AND ELECTRICAL CONTRACTORS.
12. SIZE AND LOCATION OF ALL FLOOR OPENINGS TO BE VERIFIED WITH THE TRADE AFFECTED BEFORE PROCEEDING WITH THE WORK.
13. BOLTING OF WOOD TO STRUCTURAL MEMBERS OR MASONRY SHALL BE WITH A MINIMUM OF 3/4" BOLTS @ 3'-0" O.C. EXCEPT WHERE SHOWN OTHERWISE.
14. PROVIDE LINTELS OVER ALL OPENINGS INCLUDING THOSE REQUIRED FOR DUCTWORK, PIPES, LOUVERS, GRILLES, DAMPERS, ETC.
15. PROVIDE CONCRETE PADS FOR ALL NEW MECHANICAL AND ELECTRICAL EQUIPMENT.
16. PROVIDE DOUBLE STUDS AND BLOCKING WHERE REQUIRED TO SUPPORT EQUIPMENT AND/OR MISCELLANEOUS ITEMS, I.E., TILE, CASEWORK, MILLWORK, CABINETS, ETC.
17. SLOPE ALL GRADES, WALKS AND CONCRETE PADS AWAY FROM BUILDING AT LEAST 1/8" PER FOOT.
18. PROVIDE UNDERGROUND DRAINAGE FOR ALL DOWN SPOUTS UNLESS OTHERWISE NOTED.
19. PROVIDE 6 MIL VAPOR BARRIER UNDER ALL INTERIOR CONCRETE SLAB ON GRADE CONDITIONS.
20. PROVIDE 1" THICK PERIMETER INSULATION AT ALL NEW CONCRETE SLABS ALONG EXTERIOR WALLS.
21. THE "GENERAL CONDITIONS OF THE CONTRACTOR FOR CONSTRUCTION" A.I.A. DOCUMENT A201 IS HEREBY MADE A PART OF THIS PROJECT THE SAME AS IF BOUND HEREIN. THESE CONDITIONS APPLY TO ALL SUBCONTRACTORS AS WELL AS TO THE GENERAL CONTRACTOR.
22. CONTRACTOR SHALL MAINTAIN THE JOB CLEAR OF TRASH AND DEBRIS. ALL WASTE MATERIAL SHALL BE REMOVED FROM SITE PRIOR TO SUBSTANTIAL COMPLETION AND PRIOR TO FINAL ACCEPTANCE.
23. CONTRACTOR SHALL PRESENT THE BUILDING TO THE OWNER FOR ACCEPTANCE: CLEAN AND READY FOR OCCUPANCY. ALL GLASS SHALL BE CLEANED AND POLISHED, FLOORS SWEEPED BROOM CLEAN, FIXTURES WASHED WITH ALL LABELS REMOVED AND THE EXTERIOR TO BE RAKED FREE OF TRASH.
24. CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS PRIOR TO COMMENCING CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS WITH THOSE AT THE SITE. ANY VARIATION WHICH REQUIRES PHYSICAL CHANGE SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.

SURVEYOR

Michael Holmes
H & H Surveying
612A Fitzhugh Blvd.
Smyrna, Tn 37167
615/ 355-6905

MECHANICAL/PLUMBING ENGINEER

Mike Busby
Mike Busby, PE, LLC Consulting Engineer
PO Box 813
Goodlettsville, TN 37070-0813
615.512.7597

STRUCTURAL ENGINEER

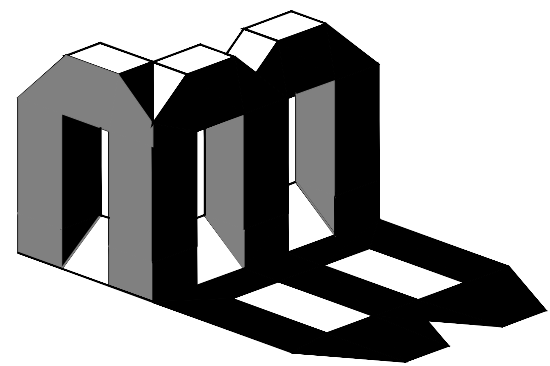
Phillip White Partners
Structural Engineers
Bill Rogers P.E.
229 Ward Cr. Suite A-13
Brentwood, TN 37027
615.467.1824
bill.rogers@pwpse.com

ELECTRICAL ENGINEER

Parsons Engineering, INC
Anthony Pezzi
4751 Trousdale Drive, Suite 202
615.386.9396
apezzi@parsonsenengineering.com

ARCHITECT

Mitchell Barnett, Architect, P.C.
Architects Planners
2204 8th Avenue South
Nashville, TN 37204 (615) 385-3033
E-mail : mitchellbarnett@bellsouth.net Web Site : mitchellbarnettarchitect.com



MY FRIENDS HOUSE
PUD SUBDIVISION
PD 6,457
626 EASTVIEW DRIVE
Franklin, Tennessee



NOTICE:
THIS RENDERING SHOWS DESIGN INTENT ONLY. THIS IS AN ARTIST RENDERING. DO NOT USE THIS DRAWING FOR MATERIALS, DESIGN OR DIMENSIONS.
REFER TO ARCHITECTURAL DRAWING(S) FOR ALL CONSTRUCTION DOCUMENTS.

PROJECT NARRATIVE

SCOPE OF WORK
FACILITY FOR MY FRIENDS HOUSE, A RESIDENTIAL BOARDING HOUSE FOR ADULT YOUNG MALES, LOCATED AT 626 EASTVIEW CIRCLE IN FRANKLIN, TN.

DESCRIPTION OF FACILITIES
A ONE STORY STRUCTURE, THE FACILITY INCLUDES ADMINISTRATIVE OFFICES, A KITCHEN, A DINING ROOM, MEDIA ROOM, LAUNDRY ROOM, TOILETS, AND STAFF AND RESIDENT DWELLING UNITS. THE FACILITY'S SIZE IS AS FOLLOWS:

-MAIN FLOOR OCCUPIED SPACE (HEATED AND COOLED) SQUARE FEET	5578
-MECHANICAL STORAGE SQUARE FEET	64
-EXTERIOR COVERED PORCHES AND COVERED PARKING SQUARE FEET	630
-BUSINESS OCCUPANCY SQUARE FEET	1305
FOOTPRINT SQUARE FEET	6457

THE FACILITY CONSISTS OF A CONCRETE SLAB ON GRADE WITH WOOD FRAMING. THE EXTERIOR IS FINISHED WITH BRICK VENEER TO 1'-0" A.F.F. WITH HARDIE-BOARD SHIP LAP SIDING ABOVE. THE ROOF STRUCTURE CONSISTS OF WOOD FRAMING A PITCHED ROOF WITH ASPHALT SHINGLES. INTERIOR FINISHES INCLUDE VINYL TILE, SEALED CONCRETE, AND CARPETED FLOORS, PAINTED GYPSUM BOARD WALLS, AND PAINTED GYPSUM BOARD CEILINGS.

THE BUILDING IS HANDICAPPED ACCESSIBLE VIA EXTERIOR ENTRANCES. HANDICAPPED PARKING SPACES ARE PROVIDED ON THE SITE. THE BUILDING INCLUDES FOUR EGRESS DOORWAYS EXISTING AT GRADE, AND A RATED EXIT CORRIDOR, AND ARE LOCATED REMOTELY FROM ONE ANOTHER. THE BUILDING IS FULLY SPRINKLERED.

OCCUPANCY CLASSIFICATIONS
RESIDENTIAL GROUP R-4 USE PER IBC 310.4 (MOST STRINGENT)
200 SQFT/ PERSON @ 5578 SQFT = 27 PEOPLE

SITE DATA CHART

Project Name:	My Friends House	Setbacks-
Project #:	129563	Front Yard: 25'
Address:	626 Eastview Drive	Side Yard: 8'
Parcel:	4300	Rear Yard: 30'
Acreage/Square Footage of Site:	47,224 SF	
Vesting:		Dwelling Unit Count, by Type:
Parkland:	N/A	Commercial SF, by Use: 5578sf
Permitted Use:	Group Home	Hotel Keys: 0
		Building Height: 24'11"
REGULATIONS		Minimum Landscape Surface Area: 72%
Base Zoning:	R4	Open Space SF Required:
Proposed Zoning:	PD	Natural Area SF Required:
Overlay Zoning:	CFO	Tree Canopy Retention Acreage: 72%
Building Types Applied:		Parking Required; by Use: Variable
Frontage Types Applied:		Parking Provided by Use: 9
Lot Width:	120'	Historic Resource Treatment (y/n): No
Lot Size:	47,224 SF	Total number of proposed beds: 12

Parking Note:
The maximum number of employees working in the facility at any given time is 5. One facility van is parked on the site. The children at the facility do not have cars or parking needs. Nine spaces are provided and have been more than sufficient for the time the facility has been open. Visitors are minimal, limited in number and length of stay (based on historical observation).

DRAWING INDEX

T1.0 COVER SHEET
C1.0 EXISTING SITE PLAN
A2.0 PROPOSED ELEVATIONS
A2.1 PROPOSED ELEVATIONS

City of Franklin, Department of Building and Neighborhood Services, Adopted Codes

-2012 INTERNATIONAL BUILDING CODE INCLUDING APPENDICES D AND G
-2012 INTERNATIONAL PLUMBING CODE
-2012 INTERNATIONAL MECHANICAL CODE
-2012 INTERNATIONAL FIRE CODE INCLUDING APPENDICES B, C, AND D
-2012 INTERNATIONAL FUEL GAS CODE
-2009 ICC A 117.1 ACCESSIBLE AND USEABLE BUILDINGS AND FACILITIES
-2012 INTERNATIONAL EXISTING BUILDING CODE
-2012 INTERNATIONAL RESIDENTIAL CODE (ONE AND TWO FAMILY DWELLINGS) INCLUDING APPENDIX J
-2012 NFPA LIFE SAFETY CODE 101
-2012 INTERNATIONAL PROPERTY MAINTENANCE CODE
-2011 NATIONAL ELECTRIC CODE
-2009 INTERNATIONAL ENERGY CONSERVATION CODE

EXTERIOR COLORS

Siding- Hardi Plank
Brick- Painted
Stone- N/A
Roof- 30yr. Dim Shingle
Cornice- Alum. gutter/ Hardi Soffitt
Window Trim- White
Shutters- Atlantic Shutter Co.
Dark green
Front Door- Stained

SQUARE FOOTAGE

Foot Print.....6457 sq/ft
Total Heated..... 5578 sq/ft

Front Porch (Covered).... 218 sq/ft
Covered Parking..... 412 sq/ft
Outside Storage Room.....64 sq/ft

Revisions

1	
2	
3	

Mitchell Barnett Architect, P.C.
2204 8th Avenue South
Nashville, TN 37204 (615) 385-3033
E-mail: mitchellbarnett@bellsouth.net Web Site: mitchellbarnettarchitect.com

MY FRIENDS HOUSE
PUD SUBDIVISION
626 EASTVIEW DRIVE
FRANKLIN, TN 37064

Drawn By : staff

Checked By : NMB

Date :03/2016

File : My Friends House; rezoned2022

Sheet Number :

T.1.0

Mitchell Barnett Architect, P.C.



File #: 21-04183

DATE: January 25, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Resolution 2022-87, A Resolution Approving A Development Plan For My Friends House PUD Subdivision, For The Property Located West Of West Main Street And South Of Eastview Drive, Located At 626 Eastview Drive. Establishing A Public Hearing On March 14, 2023 FMPC 1/26/23, 9-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 8048
Applicant: Steve King
Owner: My Friends House Family and Children's Services, Inc., Steve King, Rep.

BACKGROUND/STAFF COMMENTS:

The applicant has submitted a development plan for the My Friends House PUD Subdivision. Per their website, My Friends House is a group care facility offering temporary, short-term residential support for at-risk male youth ages 12-18. My Friends House has been offering care services at that location for approximately 25 years and would like to increase the number of available beds from 8 to 12. A property with more than 8 beds is classified as a group home, which is an institutional use, so the property must be rezoned to Planned District requiring a corresponding development plan. The lot is within the Historic Residential Design Concept as designated by the Envision Franklin Plan. Group homes are classified as an institutional use, which is allowed as a secondary use within the Historic Residential Design Concept, so the development plan can be supported at this location. No additional buildings or site development is being proposed with this development plan. The existing facility was designed to accommodate up to 12 beds and 2 staff members.

PROCEDURAL REQUIREMENTS:

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

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

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Franklin Municipal Planning Commission recommends approval of Resolution 2022-87 by a vote of 9-0.

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-87.

RESOLUTION 2022-87

**A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR MY FRIENDS HOUSE PUD
SUBDIVISION, FOR THE PROPERTY LOCATED WEST OF WEST MAIN STREET AND SOUTH
OF EASTVIEW DRIVE, LOCATED AT 626 EASTVIEW DRIVE.**

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 2022-46; 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
78I B-43.00	1.08
Total	1.08

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 My Friends House PUD Subdivision are as follows:

Entitlements	My Friends House PUD
Base Zone District	PD 5,578
Other Zoning Overlays	CFO
Number of Dwelling Units	0
Number of Nonresidential Square Footage	5,578
Number of Hotel Rooms	0
Open Space Requirements	5%
Number of Phases in Development	1

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

SECTION V. That this Resolution shall take effect from and after the passage of Ordinance 2022-46, 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 _____, 2023.

Eric S. Stuckey
City Administrator

Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE: _____12/6/22_____

BOMA/FMPC JOINT CONCEPTUAL WORKSHOP: _____12/8/22_____

NEIGHBORHOOD MEETING: _____12/6/22_____

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

PUBLIC HEARING AND BOMA APPROVAL: _____

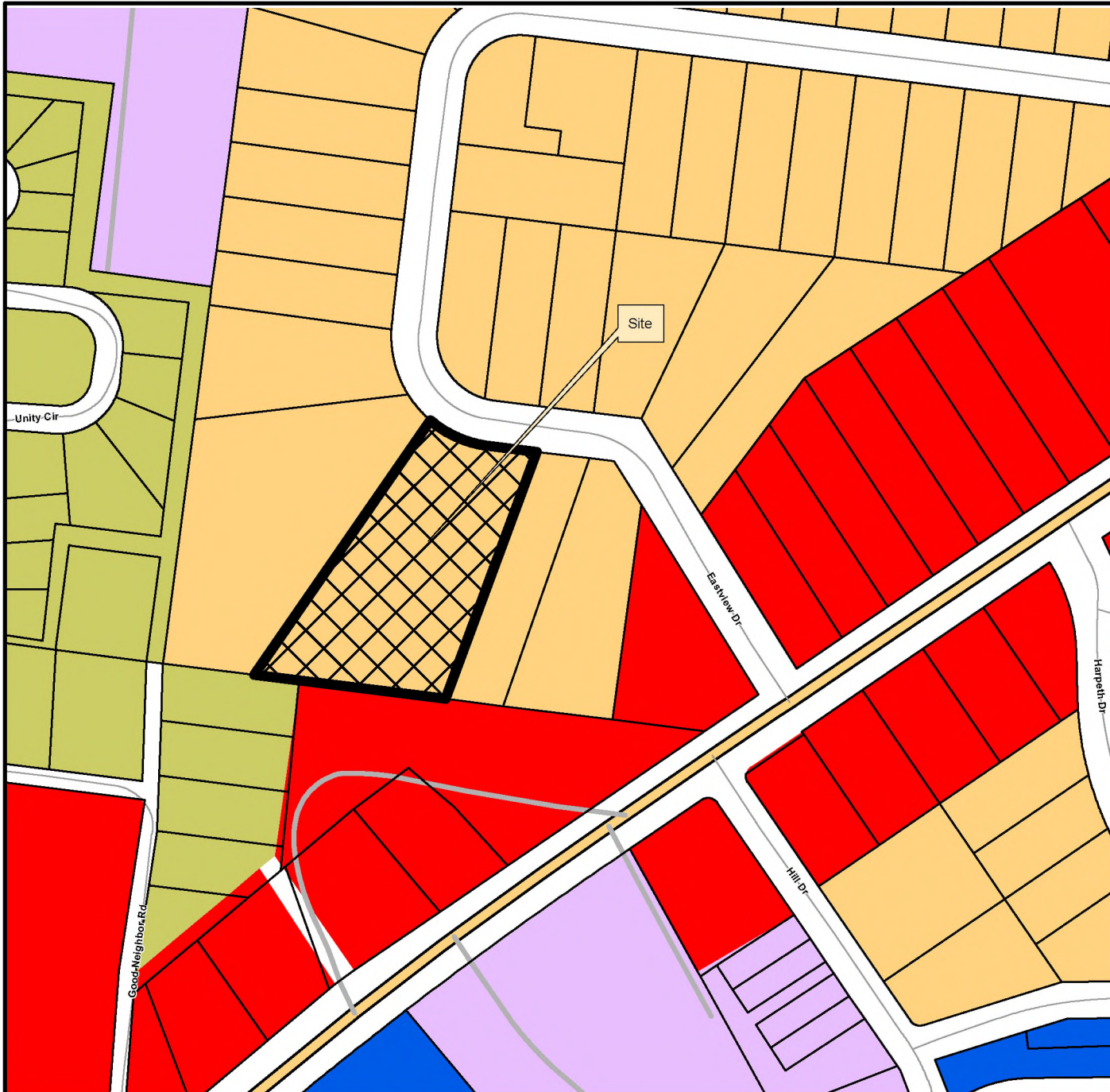
**MY FRIENDS HOUSE PUD SUBDIVISION
ORDINANCE 2022-46
RESOLUTION 2022-87**

Project Information

Existing Zoning: R4
Proposed Zoning: PD 5,578
Overlay Districts: CFO
Site Acreage: 1.08 acres
Proposed Number of Dwelling Units: 0
Proposed Nonresidential Square Footage: 5,578

Legend

-  My Friends House PUD
-  Hillside/Hillcrest Overlay
-  500 Ft Buffer of Hillside
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-  ER Estate Residential District
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0 250 500 1,000
Feet

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SURVEYOR

Michael Holmes
H & H Surveying
612A Fitzhugh Blvd.
Smyrna, Tn 37167
615/ 355-6905

MECHANICAL/PLUMBING ENGINEER

Mike Busby
Mike Busby, PE, LLC Consulting Engineer
PO Box 813
Goodlettsville, TN 37070-0813
615.512.7597

STRUCTURAL ENGINEER

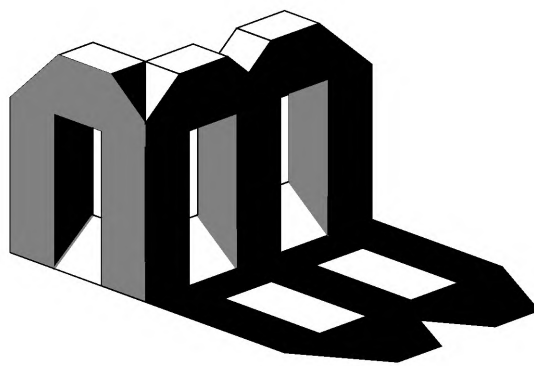
Phillip White Partners
Structural Engineers
Bill Rogers P.E.
229 Ward Cr. Suite A-13
Brentwood, TN 37027
615.467.1824
bill.rogers@pwpse.com

ELECTRICAL ENGINEER

Parsons Engineering, INC
Anthony Pezzi
4751 Trousdale Drive, Suite 202
615.386.9396
apezzi@parsonsen지니어ing.com

ARCHITECT

Mitchell Barnett, Architect, P.C.
Architects Planners
2204 8th Avenue South
Nashville, TN 37204 (615) 385-3033
E-mail : mitchellbarnett@bellsouth.net Web Site : mitchellbarnettarchitect.com



MY FRIENDS HOUSE
PUD SUBDIVISION
PD 6,457
626 EASTVIEW DRIVE
Franklin, Tennessee



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PROJECT NARRATIVE

SCOPE OF WORK
FACILITY FOR MY FRIEND'S HOUSE, A RESIDENTIAL BOARDING HOUSE FOR ADULT YOUNG MALES, LOCATED AT 626 EASTVIEW CIRCLE IN FRANKLIN, TN.

DESCRIPTION OF FACILITIES
A ONE STORY STRUCTURE, THE FACILITY INCLUDES ADMINISTRATIVE OFFICES, A KITCHEN, A DINING ROOM, MEDIA ROOM, LAUNDRY ROOM, TOILETS, AND STAFF AND RESIDENT DWELLING UNITS. THE FACILITY'S SIZE IS AS FOLLOWS:

-MAIN FLOOR OCCUPIED SPACE (HEATED AND COOLED)	5578
SQUARE FEET	
-MECHANICAL STORAGE	64
SQUARE FEET	
-EXTERIOR COVERED PORCHES AND COVERED PARKING	630
SQUARE FEET	
-BUSINESS OCCUPANCY	1305
SQUARE FEET	
FOOTPRINT	6457
SQUARE FEET	

THE FACILITY CONSISTS OF A CONCRETE SLAB ON GRADE WITH WOOD FRAMING. THE EXTERIOR IS FINISHED WITH BRICK VENEER TO 1'-0" A.F.F. WITH HARDIE-BOARD SHIP LAP SIDING ABOVE. THE ROOF STRUCTURE CONSISTS OF WOOD FRAMING A PITCHED ROOF WITH ASPHALT SHINGLES. INTERIOR FINISHES INCLUDE VINYL TILE, SEALED CONCRETE, AND CARPETED FLOORS, PAINTED GYPSUM BOARD WALLS, AND PAINTED GYPSUM BOARD CEILINGS.

THE BUILDING IS HANDICAPPED ACCESSIBLE VIA EXTERIOR ENTRANCES. HANDICAPPED PARKING SPACES ARE PROVIDED ON THE SITE. THE BUILDING INCLUDES FOUR EGRESS DOORWAYS EXISTING AT GRADE, AND A RATED EXIT CORRIDOR, AND ARE LOCATED REMOTELY FROM ONE ANOTHER. THE BUILDING IS FULLY SPRINKLERED.

OCCUPANCY CLASSIFICATIONS
RESIDENTIAL GROUP R-4 USE PER IBC 310.4 (MOST STRINGENT)
200 SQFT/ PERSON @ 5578 SQFT = 27 PEOPLE

SITE DATA CHART

Project Name: My Friends House
Project #: 129563
Address: 626 Eastview Drive
Parcel: 4300
Acreage/Square Footage of Site: 47,224 SF
Vesting:
Parkland: N/A
Permitted Use: Group Home

REGULATIONS
Base Zoning: R4
Proposed Zoning: PD
Overlay Zoning: CFO
Building Types Applied:
Frontage Types Applied:
Lot Width: 120'
Lot Size: 47,224 SF

Setbacks-
Front Yard: 25'
Side Yard: 8'
Rear Yard: 30'

Dwelling Unit Count, by Type:
Commercial SF, by Use: 5578sf
Hotel Keys: 0
Building Height: 24'11"
Minimum Landscape Surface Area: 72%
Open Space SF Required:
Natural Area SF Required:
Tree Canopy Retention Acreage: 72%
Parking Required; by Use: Variable
Parking Provided by Use: 9
Historic Resource Treatment (y/n): No
Total number of proposed beds: 12

Parking Note:
The maximum number of employees working in the facility at any given time is 5. One facility van is parked on the site. The children at the facility do not have cars or parking needs. Nine spaces are provided and have been more than sufficient for the time the facility has been open. Visitors are minimal, limited in number and length of stay (based on historical observation).

DRAWING INDEX

T1.0 COVER SHEET
C1.0 EXISTING SITE PLAN
A2.0 PROPOSED ELEVATIONS
A2.1 PROPOSED ELEVATIONS

City of Franklin, Department of Building and
Neighborhood Services, Adopted Codes

-2012 INTERNATIONAL BUILDING CODE INCLUDING
APPENDICES D AND G
-2012 INTERNATIONAL PLUMBING CODE
-2012 INTERNATIONAL MECHANICAL CODE
-2012 INTERNATIONAL FIRE CODE INCLUDING APPENDICES
B, C, AND D
-2012 INTERNATIONAL FUEL GAS CODE
-2009 ICC A 117.1 ACCESSIBLE AND USEABLE BUILDINGS
AND FACILITIES
-2012 INTERNATIONAL EXISTING BUILDING CODE
-2012 INTERNATIONAL RESIDENTIAL CODE (ONE AND TWO
FAMILY DWELLINGS) INCLUDING APPENDIX J
-2012 NFPA LIFE SAFETY CODE 101
-2012 INTERNATIONAL PROPERTY MAINTENANCE CODE
-2011 NATIONAL ELECTRIC CODE
-2009 INTERNATIONAL ENERGY CONSERVATION CODE

EXTERIOR COLORS

Siding- Hardi Plank
Brick- Painted
Stone- N/A
Roof- 30yr. Dim Shingle
Cornice- Alum. gutter/ Hardi Soffitt
Window Trim- White
Shutters- Atlantic Shutter Co.
Dark green
Front Door- Stained

SQUARE FOOTAGE

Foot Print.....6457 sq/ft
Total Heated..... 5578 sq/ft

Front Porch (Covered).... 218 sq/ft
Covered Parking..... 412 sq/ft
Outside Storage Room.....64 sq/ft

Revisions	
1	
2	
3	

Mitchell Barnett Architect, P.C.
Architects Planners
2204 8th Avenue South
NASHVILLE, TN 37204 (615) 385-3033
E-mail : mitchellbarnett@bellsouth.net Web Site : mitchellbarnettarchitect.com

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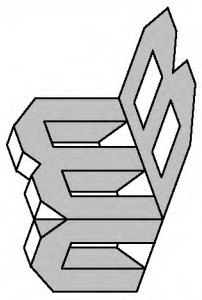
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Sheet Number :

T.1.0



Revisions	
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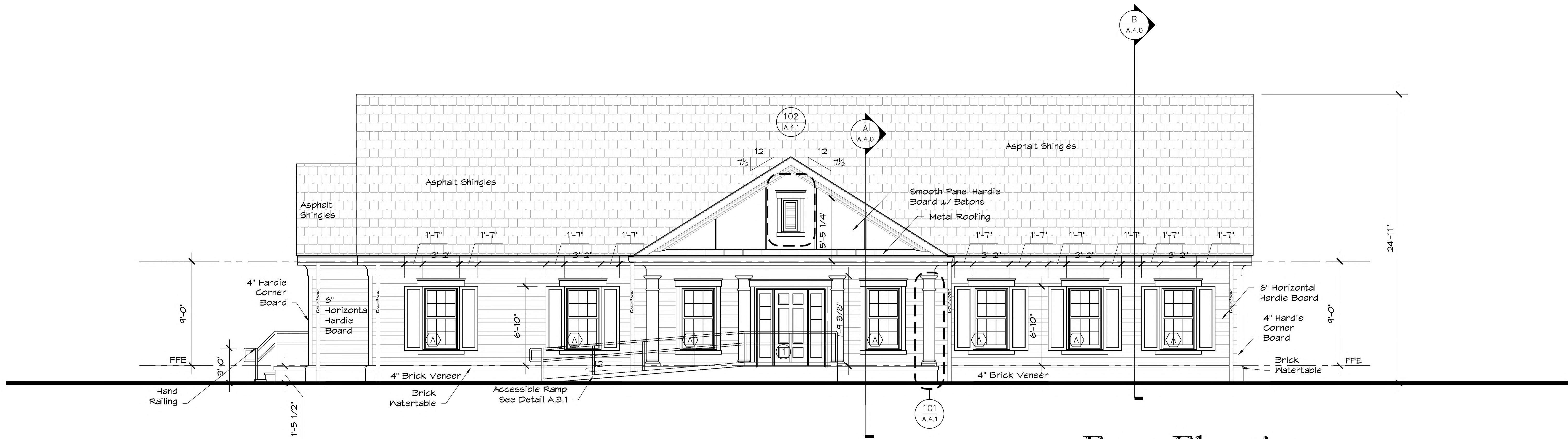
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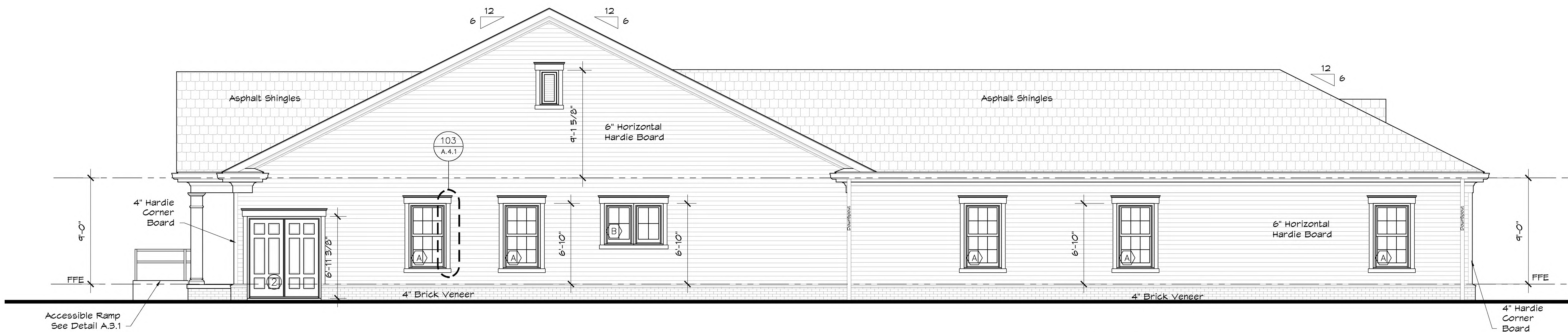
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Sheet Number :	

A.2.0



Front Elevation

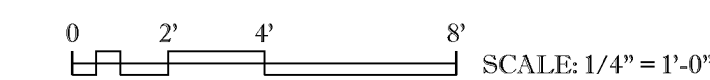
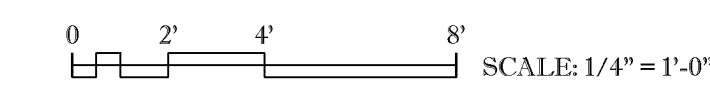
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Right Elevation

0 2' 4' 8' SCALE 1/4" = 1'-0"





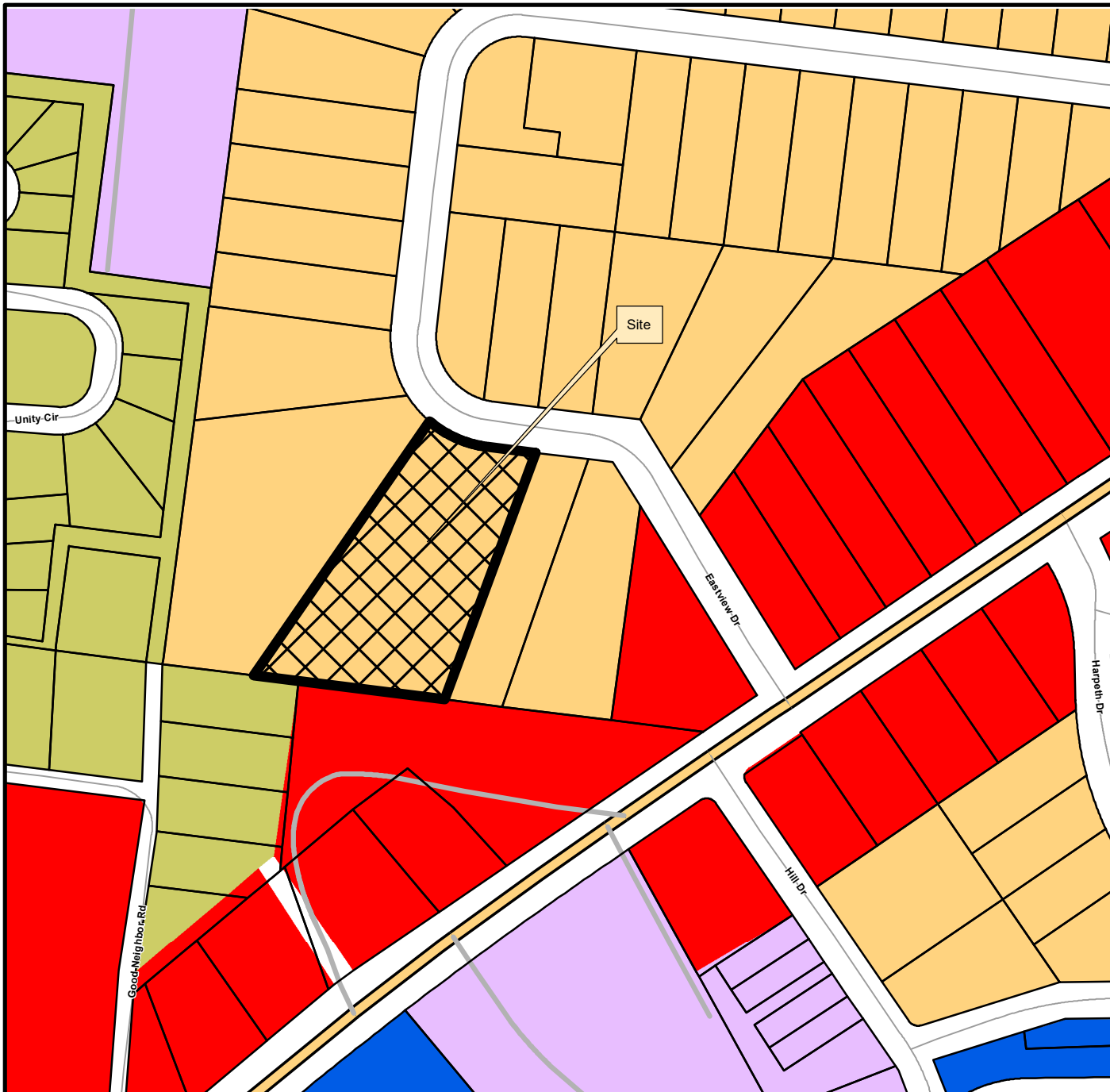
**MY FRIENDS HOUSE PUD SUBDIVISION
ORDINANCE 2022-46
RESOLUTION 2022-87**

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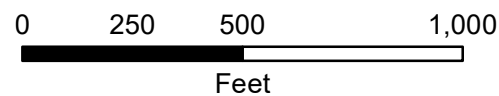
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Overlay Districts: CFO
Site Acreage: 1.08 acres
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Proposed Nonresidential Square Footage: 5,578

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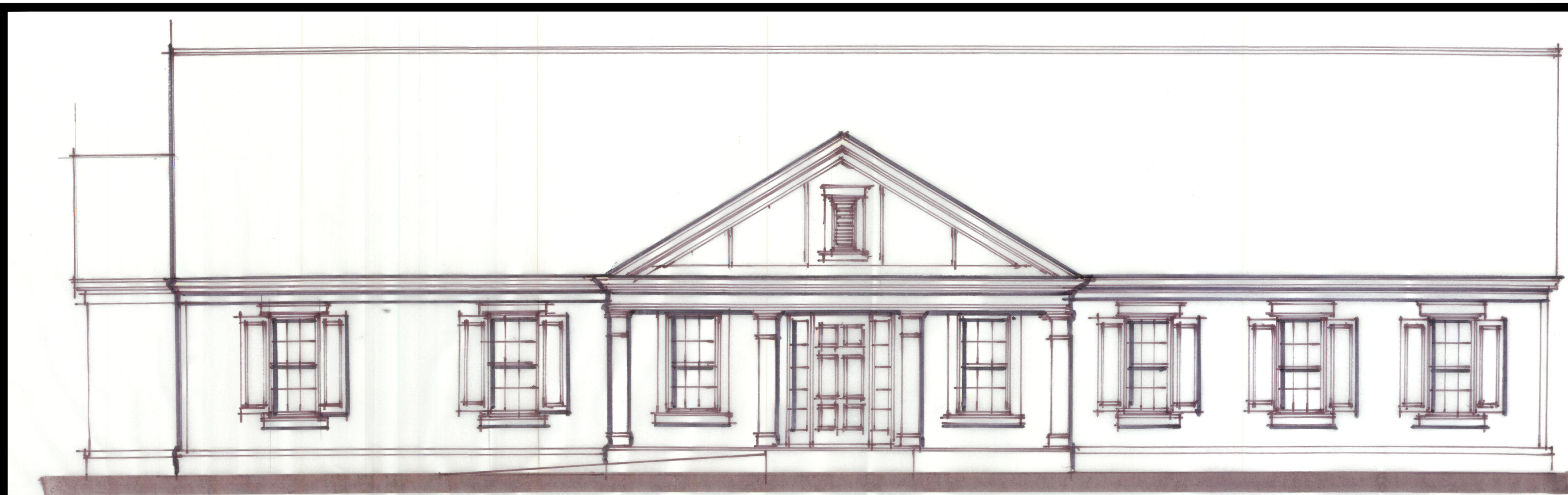
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Mike Busby
Mike Busby, PE, LLC Consulting Engineer
PO Box 813
Goodlettsville, TN 37070-0813
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A ONE STORY STRUCTURE, THE FACILITY INCLUDES ADMINISTRATIVE OFFICES, A KITCHEN, A DINING ROOM, MEDIA ROOM, LAUNDRY ROOM, TOILETS, AND STAFF AND RESIDENT DWELLING UNITS. THE FACILITY'S SIZE IS AS FOLLOWS:

-MAIN FLOOR OCCUPIED SPACE (HEATED AND COOLED)	5578
SQUARE FEET	
-MECHANICAL STORAGE	64
SQUARE FEET	
-EXTERIOR COVERED PORCHES AND COVERED PARKING	630
SQUARE FEET	
-BUSINESS OCCUPANCY	1305
SQUARE FEET	
FOOTPRINT	6457
SQUARE FEET	

THE FACILITY CONSISTS OF A CONCRETE SLAB ON GRADE WITH WOOD FRAMING. THE EXTERIOR IS FINISHED WITH BRICK VENEER TO 1'-0" A.F.F. WITH HARDIE-BOARD SHIP LAP SIDING ABOVE. THE ROOF STRUCTURE CONSISTS OF WOOD FRAMING A PITCHED ROOF WITH ASPHALT SHINGLES. INTERIOR FINISHES INCLUDE VINYL TILE, SEALED CONCRETE, AND CARPETED FLOORS, PAINTED GYPSUM BOARD WALLS, AND PAINTED GYPSUM BOARD CEILINGS.

THE BUILDING IS HANDICAPPED ACCESSIBLE VIA EXTERIOR ENTRANCES. HANDICAPPED PARKING SPACES ARE PROVIDED ON THE SITE. THE BUILDING INCLUDES FOUR EGRESS DOORWAYS EXISTING AT GRADE, AND A RATED EXIT CORRIDOR, AND ARE LOCATED REMOTELY FROM ONE ANOTHER. THE BUILDING IS FULLY SPRINKLERED.

OCCUPANCY CLASSIFICATIONS
RESIDENTIAL GROUP R-4 USE PER IBC 310.4 (MOST STRINGENT)
200 SQFT/ PERSON @ 5578 SQFT = 27 PEOPLE

SITE DATA CHART

Project Name: My Friends House
Project #: 129563
Address: 626 Eastview Drive
Parcel: 4300
Acreage/Square Footage of Site: 47,224 SF
Vesting:
Parkland: N/A
Permitted Use: Group Home

REGULATIONS
Base Zoning: R4
Proposed Zoning: PD
Overlay Zoning: CFO
Building Types Applied:
Frontage Types Applied:
Lot Width: 120'
Lot Size: 47,224 SF

Setbacks-
Front Yard: 25'
Side Yard: 8'
Rear Yard: 30'

Dwelling Unit Count, by Type:
Commercial SF, by Use: 5578sf
Hotel Keys: 0
Building Height: 24'11"
Minimum Landscape Surface Area: 72%
Open Space SF Required:
Natural Area SF Required:
Tree Canopy Retention Acreage: 72%
Parking Required; by Use: Variable
Parking Provided by Use: 9
Historic Resource Treatment (y/n): No
Total number of proposed beds: 12

Parking Note:
The maximum number of employees working in the facility at any given time is 5. One facility van is parked on the site. The children at the facility do not have cars or parking needs. Nine spaces are provided and have been more than sufficient for the time the facility has been open. Visitors are minimal, limited in number and length of stay (based on historical observation).

DRAWING INDEX

T1.0 COVER SHEET
C1.0 EXISTING SITE PLAN
A2.0 PROPOSED ELEVATIONS
A2.1 PROPOSED ELEVATIONS

City of Franklin, Department of Building and
Neighborhood Services, Adopted Codes

-2012 INTERNATIONAL BUILDING CODE INCLUDING
APPENDICES D AND G
-2012 INTERNATIONAL PLUMBING CODE
-2012 INTERNATIONAL MECHANICAL CODE
-2012 INTERNATIONAL FIRE CODE INCLUDING APPENDICES
B, C, AND D
-2012 INTERNATIONAL FUEL GAS CODE
-2009 ICC A 117.1 ACCESSIBLE AND USEABLE BUILDINGS
AND FACILITIES
-2012 INTERNATIONAL EXISTING BUILDING CODE
-2012 INTERNATIONAL RESIDENTIAL CODE (ONE AND TWO
FAMILY DWELLINGS) INCLUDING APPENDIX J
-2012 NFPA LIFE SAFETY CODE 101
-2012 INTERNATIONAL PROPERTY MAINTENANCE CODE
-2011 NATIONAL ELECTRIC CODE
-2009 INTERNATIONAL ENERGY CONSERVATION CODE

EXTERIOR COLORS

Siding- Hardi Plank
Brick- Painted
Stone- N/A
Roof- 30yr. Dim Shingle
Cornice- Alum. gutter/ Hardi Soffitt
Window Trim- White
Shutters- Atlantic Shutter Co.
Dark green
Front Door- Stained

SQUARE FOOTAGE

Foot Print.....6457 sq/ft
Total Heated..... 5578 sq/ft

Front Porch (Covered).... 218 sq/ft
Covered Parking..... 412 sq/ft
Outside Storage Room.....64 sq/ft

Revisions	
1	
2	
3	

Mitchell Barnett Architect, P.C.
2204 8th Avenue South
Nashville, TN 37204 (615) 385-3033
E-mail: mitchbarnett@bellsouth.net Web Site: mitchbarnettarchitect.com

MY FRIENDS HOUSE
PUD SUBDIVISION
626 EASTVIEW DRIVE
FRANKLIN, TN 37064

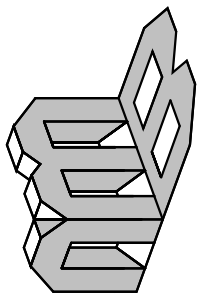
Drawn By : staff
Checked By : NMB
Date :03/2016
File : My Friends House; rezoned2022
Sheet Number :

T.1.0



Revisions	
1	
2	
3	

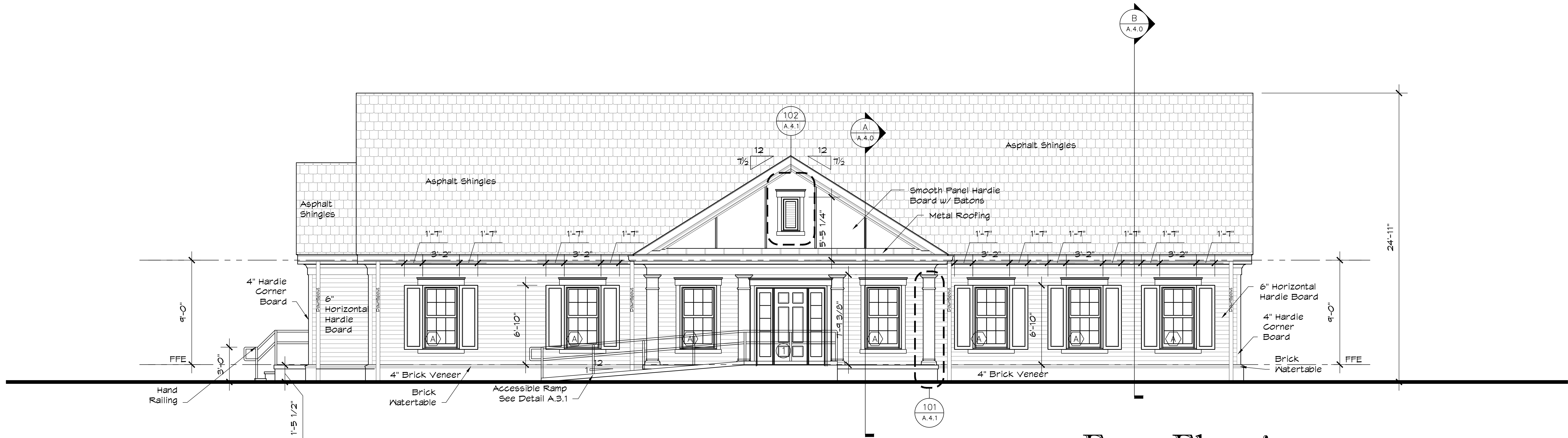
Mitchell Barnett Architect, P.C.
ARCHITECTS PLANNERS
2304 4th Avenue South
NASHVILLE, TN 37204
Cell: 615.585.5053
Fax: 615.585.5054
www.mitchellbarnett.com



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PUD SUBDIVISION
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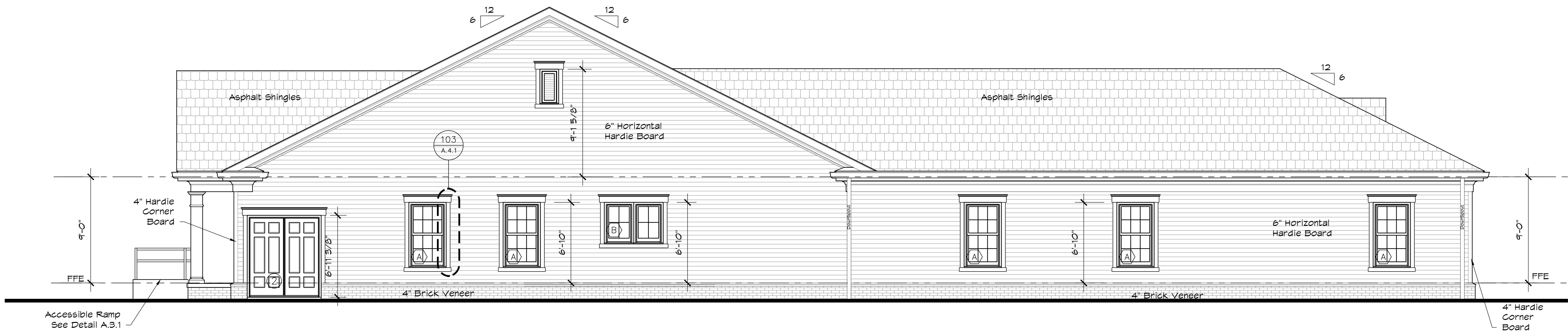
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Sheet Number :	

A.2.0



Front Elevation

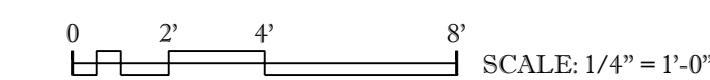
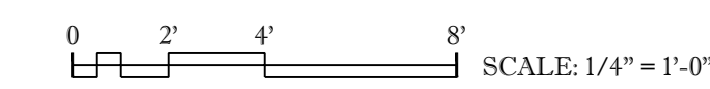
0 2' 4' 8' SCALE: 1/4" = 1'-0"



Right Elevation

0 2' 4' 8' SCALE: 1/4" = 1'-0"







File #: 21-03426

DATE: January 25, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Chelsea Randolph, Principal Planner

SUBJECT:

Consideration Of Resolution 2022-88, A Resolution Adopting A Plan Of Services For The Annexation Of A Property Located South Of Murfreesboro Road And East Of Ridgeway Drive, By The City Of Franklin, Tennessee. Establishing A Public Hearing On March 14, 2023
FMPC 1/26/23, 9-0

PURPOSE:

PROJECT INFORMATION

COF Project Number:8036
Applicant: Adam Seger, Dale and Associates
Owner: George Girjel, Ten10, LLC

BACKGROUND/STAFF COMMENTS:

The applicant is requesting a Plan of Services for the property located off of Murfreesboro Road, Map-Parcel number 79-60.03 . Resolution 2022-88 is a City of Franklin drafted Plan of Services for the property being considered as part of the proposed request for annexation, Resolution 2022-89. The Plan of Services outlines how infrastructure will need to be provided to serve the property of 4.7 acres.

The Watson Branch Drainage Basin is almost entirely composed of existing City properties, and this is one of the few remaining to be annexed. The property is within the Milcrofton Service area and water availability shall be approved and provided by Milcrofton prior to annexation. The owner will not be required to extend the sanitary sewer to provide service to the property as an existing sewer main is present on the property.

Access to the property shall be provided from Murfreesboro Road and further study of the type and location of access shall be looked at with a site plan submittal. Engineering shall have the right to restrict access in accordance with the Franklin Street Standards. Unless waived by the Franklin Engineering Department, the owner of the property shall be required to submit a traffic impact study for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of a site plan. Required street improvements shall be determined as

part of any site plan. The development on this property is limited due to the steep slopes (anywhere from 10% and 20% plus) present on the site. No additional manpower or equipment will be necessary for either Fire, Police Protection, or Sanitation.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Franklin Municipal Planning Commission recommends approval of Resolution 2022-88 by a vote of 9-0.

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-88.

RESOLUTION 2022-88

**A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF
MURFREESBORO ROAD PROPERTY, BY THE CITY OF FRANKLIN, TENNESSEE**

WHEREAS, Tennessee Code Annotated (T.C.A.) § 6-51-102, as amended, requires that a Plan of Services be adopted by a municipal governing body prior to the passage of an annexation resolution; and

WHEREAS, George Girjel (managing member of Ten10, LLC), (“Owner”) owner of property located South of Murfreesboro Road and East of Ridgeway Drive (“Property”) petitioned the Board of Mayor and Aldermen (“BOMA”) of the City of Franklin, Tennessee (“City”), to annex the Property adjoining the City limits and located within the Franklin Urban Growth Boundary (“UGB”); and

WHEREAS, the Property is located south of Murfreesboro Road and East of Ridgeway Drive, contiguous to the City limits, within the Urban Growth Boundary, and as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
79-60.03	4.7
Total	4.7

WHEREAS, this resolution shall bind the Owners and subsequent Owners of the Property; and

WHEREAS, the Plan of Services has been submitted to the Franklin Municipal Planning Commission for study and a written report as required by T.C.A. § 6-51-102, as amended; and

WHEREAS, a public hearing was held following public notice as required by T.C.A. § 6-51-102, as amended; and

WHEREAS, it is believed it is in the best interest of the City to adopt a Plan of Services for the area petitioned to be annexed in order to provide for future development in accordance with City standards; and

WHEREAS, this resolution shall not bind the City to later annex the Property.

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

SECTION I. Pursuant to the provisions of T.C.A. § 6-51-102, as amended, there is hereby adopted, for the area bounded as described above, the following Plan of Services:

A. Water

1. The Property is located within the Milcrofton service area.
2. Water availability shall be approved and provided through the Milcrofton prior to annexation.
3. The Owner shall be required to provide adequate fire flow and pressure to the Property.

B. Reclaimed Water

1. According to the City of Franklin's Municipal Code, reclaimed water systems shall be extended to a development if the development is located within 1,000 feet of an existing reclaimed water line.
2. In the case of this Property, a greater than 10,000-foot extension would be required to serve the Property. For this reason, reclaimed water will not be required to be extended to the Property.

C. Wastewater

1. The Property lies within the Watson Branch Basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The Owner shall not be required to extend the sanitary sewer to provide service to the Property as an existing sewer main is present on the property. The Owner will have to extend any public sewer into the property from the existing main dependent on the planned development of the property.
3. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
4. The Owner shall be required to provide Engineering design, construction, easements, rights-of-way and the costs associated with the on-site sanitary sewer infrastructure required to serve the development of this Property.
5. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.

D. Stormwater

1. The Owner shall be responsible for the engineering, design and construction of the necessary stormwater infrastructure for the development of the Property and shall comply with the requirements as outlined in the Franklin Municipal Code.
2. As the Property develops, the City will charge prevailing stormwater user fees per policies and procedures as outlined in the Franklin Municipal Code.

E. Streets

1. Emergency maintenance of streets will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing City policies.
3. Access to the Property shall be provided from Murfreesboro Road. Further study of the type and location of the access shall be studied with a site plan submittal. Engineering shall have the right to restrict access in accordance with the Franklin Street Standards.
4. Unless waived by the Franklin Engineering Department, the Owner of the Property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be determined as part of the plan. The roadways constructed as part of this development shall comply with City Street Standards.

F. Traffic Control

1. Traffic signals, traffic signs, street markings, and other traffic control devices shall be installed as the need is established by appropriate study and traffic standards. No needs have been identified for the area at this time.

2. New development after the effective date of annexation shall comply with City regulations governing traffic control devices and markings.

G. Street Lighting

1. No off-site street lighting is proposed at this time.
2. Street lighting within new developments shall be funded and installed by the Owner per City policy, which includes the installation of electric meters to allow for future ownership and maintenance by the City or homeowners association. The installation and operation of street lights shall coincide with the phasing of development and issuance of Certificates of Occupancy.

H. Street Name Signs

1. No additional street name signs in the area have been deemed necessary.
2. New development shall install street name signs per City policy.

I. Fire Protection

1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

J. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. Envision Franklin places the subject property in the Single-Family Design Concept, which promotes new single-family residential neighborhoods that provide a range of single-family dwelling and lot sizes. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen to a Zoning District and any applicable Overlay Zoning District(s), pursuant to the requirements of the Franklin Zoning Ordinance. If the Owner has requested the Planned District, they shall be required to submit a Development Plan, pursuant to the Franklin Zoning Ordinance.

K. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Impact Fees and Parkland Dedication Ordinance 2016-25. The Ordinance can be found at https://library.municode.com/tn/franklin/codes/code_of_ordinances
3. The Parks Master Plan is due to be updated 2022-23 to include new amendments that have been add over the past few years as we improve our processes. At this time Parks will look at the outer boundaries of the UGB for land and growth potential to build City Parks. Assured that Neighborhood Parks and Trails will need to be a part of future planning.

L. Police Protection

1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation.

2. Police services will be provided with existing personnel and equipment.

M. Building and Code Inspection Services

1. Building and code inspection services will begin in the annexed area on and after the effective date of the annexation.
2. New development in the annexed area shall comply with adopted City Building Codes, pay the applicable fees, and obtain the required permits for inspection services.

N. Garbage and Recycling Pickup and Environmental

1. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

SECTION II. This Resolution shall take effect from and after its adoption.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2023.

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

**MURFREESBORO ROAD PROPERTY
ANNEXATION, PLAN OF SERVICE,
AND ZONING
ORDINANCE 2022-48
RESOLUTION 2022-88
RESOLUTION 2022-89**

Project Information

Existing Land Use: Vacant

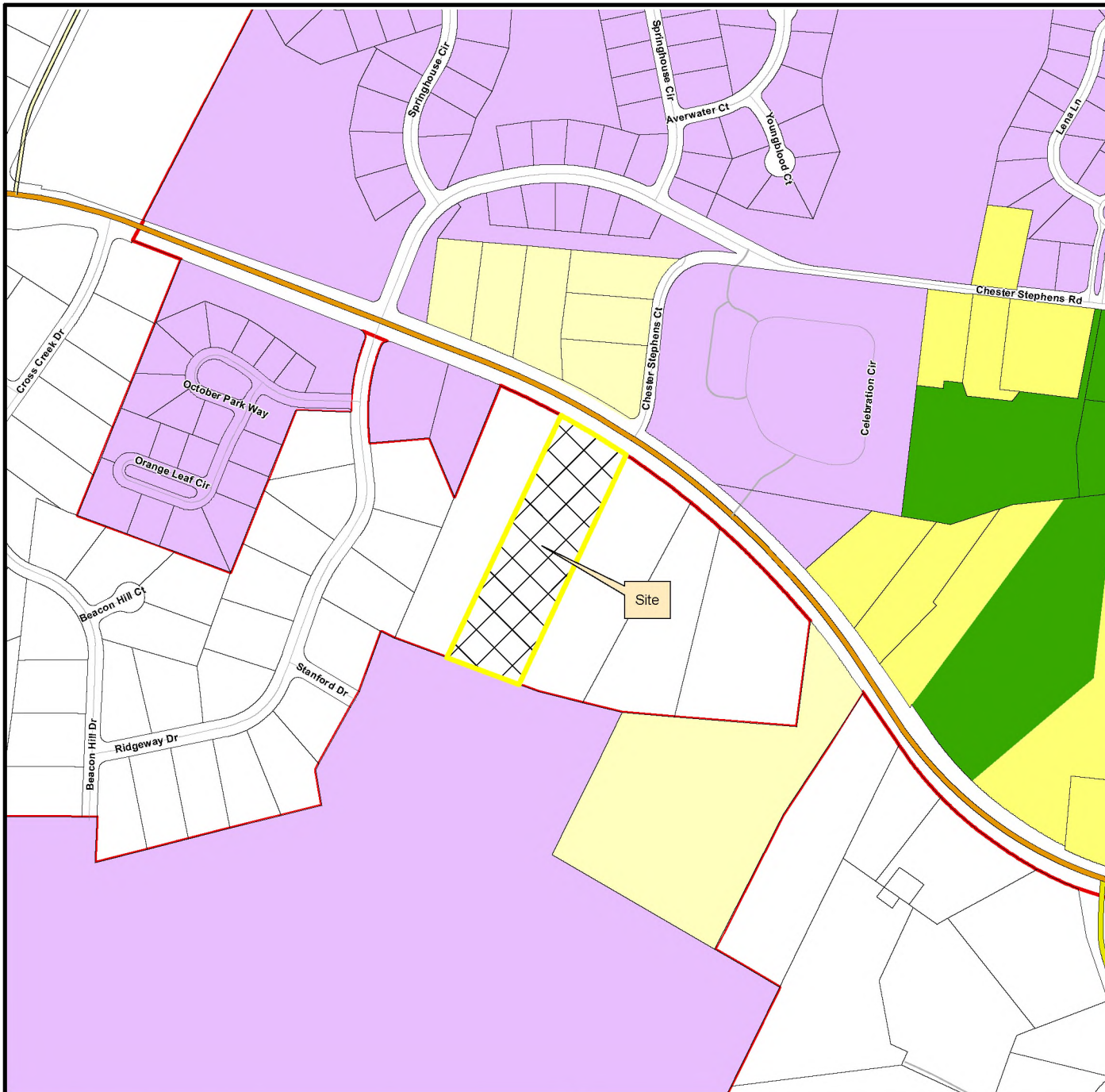
Proposed Land Use: Single-Family

Proposed Zoning: ER, Estate Residential

Site Acreage: 4.7 acres

Legend

-  Subject Property
-  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



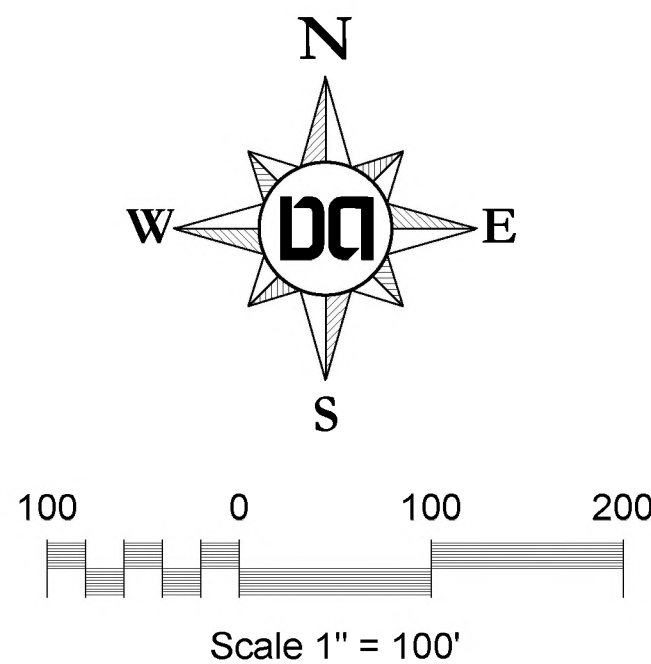
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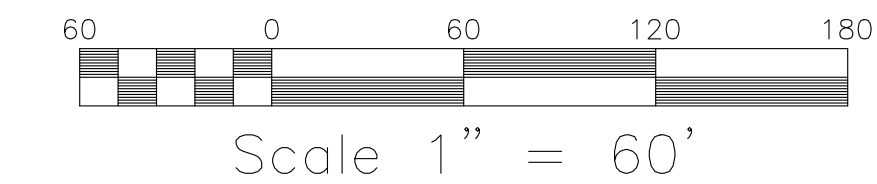
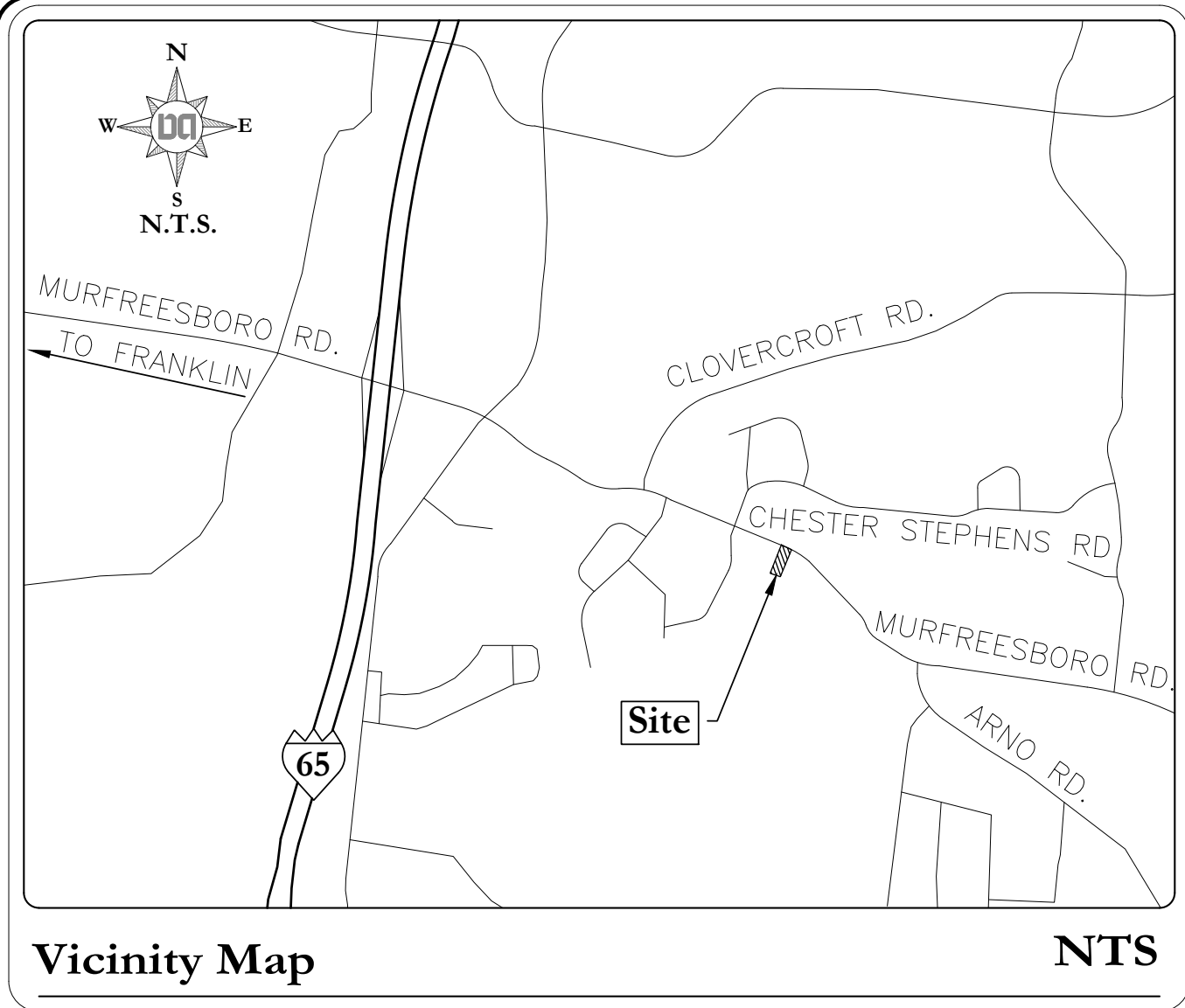
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Feet



HISTORIC
FRANKLIN
TENNESSEE



C1.0

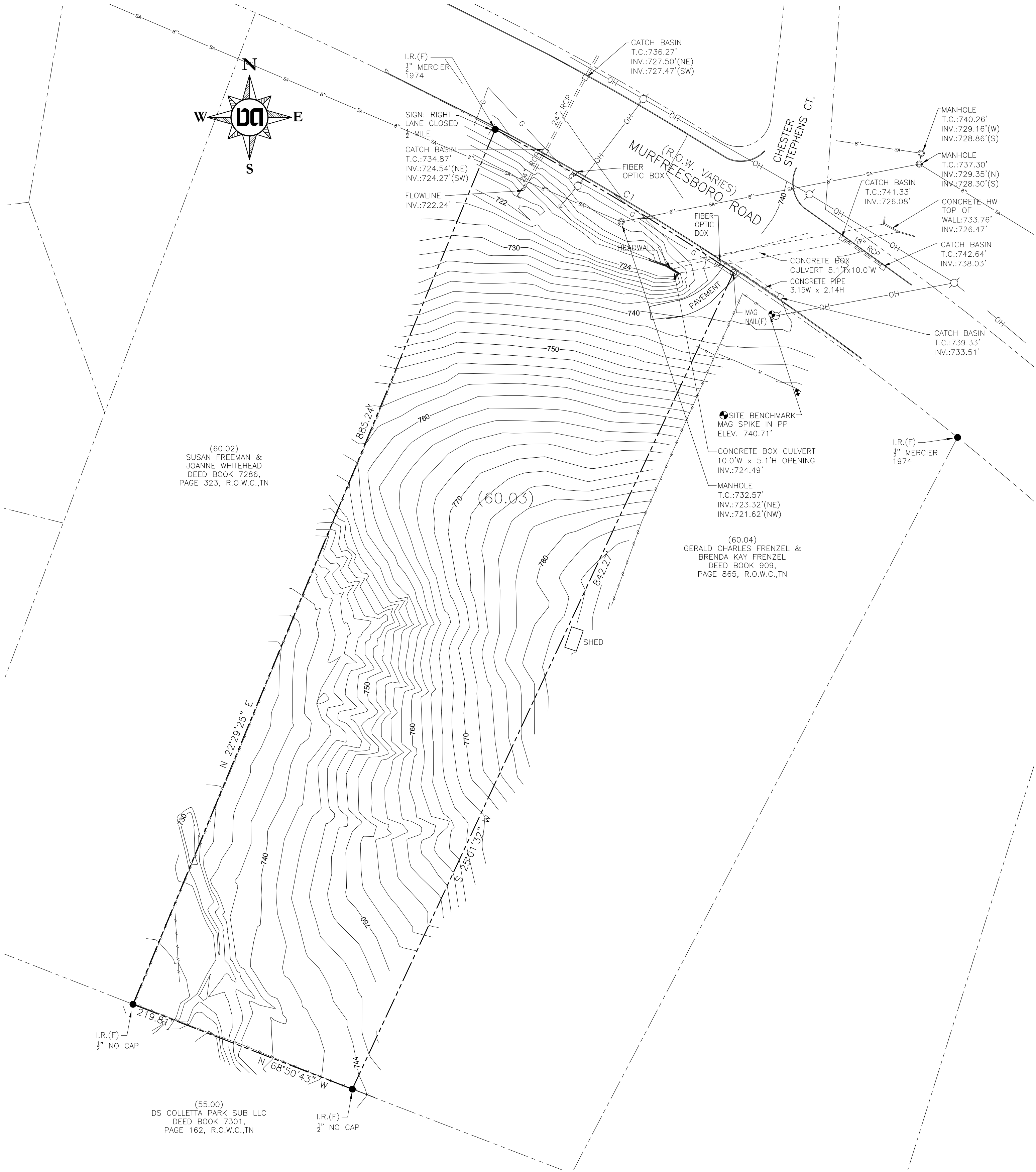


TOTAL AREA = 206,637.07 ACRES
= 4.74 S.F.



LEGEND	
I.R.(F)	IRON ROD (FOUND)
I.R.(S)	IRON ROD (SET) W/PINK CAP
RCP	REINFORCED CONCRETE PIPE
ANCHOR	
P.P.	POWER POLE
M.H.	SANITARY MANHOLE
A.D.	INLET
W.M.	WATER METER
W.V.	WATER VALVE
LOT NUMBER	
PARCEL NUMBER	
DRAINAGE DITCH	
PROPERTY LINE	
FENCE LINE	
OVERHEAD UTILITIES	
WATER LINE	
SANITARY LINE	
GAS LINE	

Curve Table					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	260.00'	2825.00'	5°16'23"	S 58°57'12" E	259.90'



GPS NOTE
RTK GPS (UTILIZING THE TDOT GNSS REFERENCE NETWORK) WAS USED ON THIS PROJECT.
POSITIONAL ACCURACY – SPECTRA PRECISION SP8– GNSS RECEIVER
RTK HORIZONTAL: 8 MM (0.026 FT) + 1 PPM
RTK VERTICAL: 15 MM (0.049 FT) + 1 PPM
DATES OF SURVEY – JULY 19, 2022
GPS LOCATIONS USED FOR THIS SURVEY WERE ESTABLISHED USING A VRS (VIRTUAL REFERENCE STATIONS) HORIZONTAL DATUM – NAD 83 (CORS 96), EPOCH 2002
VERTICAL DATUM – NAVD88 [GEOID03]

- GENERAL NOTES
- THIS SURVEY CONFORMS TO THE GUIDELINES SET FORTH IN THE STANDARDS OF PRACTICE CHAPTER 0820–3–.05 FOR A CATEGORY 1 SURVEY HAVING A RATIO OF PRECISION EXCEEDING 1:10,000 AS SHOWN HEREON.
 - DISTANCES SHOWN WERE MEASURED BY ELECTRONIC MEASURING EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
 - THE NORTH-WESTERLY CORNER OF THE PROPERTY IS 672.7'± FROM THE APPROXIMATE CENTERLINE INTERSECTION OF CHESTER STEPHENS ROAD AND MURFREESBORO ROAD (HWY 96).
 - PROPERTY IS ZONED MGA–1 (MUNICIPAL GROWTH AREA DISTRICT 1) SETBACKS ARE PER WILLIAMSON COUNTY ZONING CODE.
 - THE PROPERTY SHOWN IS NOT INCLUDED IN AREAS DESIGNATED AS "SPECIAL FLOOD HAZARD" ON THE MOST CURRENT FLOOD INSURANCE MAP AVAILABLE TO THIS OFFICE BEING PANEL NO. 47187C0220F. EFFECTIVE DATE: SEPTEMBER 29, 2006.
 - UTILITIES SHOWN ARE FROM FIELD LOCATED VISIBLE APPURTENANCES, MAPS OBTAINED FROM CONSULTATION WITH VARIOUS UTILITY COMPANIES, OR OTHER DRAWINGS. THIS SURVEYOR MAKES NO GUARANTEE THAT 1) THE UNDERGROUND UTILITIES, EITHER CURRENTLY IN SERVICE OR ABANDONED, COMPRISE ALL OF SUCH UTILITIES IN THE SUBJECT AREA AND THAT 2) THEY ARE IN THE EXACT INDICATED LOCATION AS SHOWN. SURVEYOR DID NOT PHYSICALLY LOCATE UNDERGROUND UTILITIES.
 - BEARINGS SHOWN ARE RELATIVE TO TENNESSEE STATE PLANE COORDINATES NAD83 [CORS96 EPOCH2002].
 - ELEVATIONS SHOWN ARE RELATIVE TO NAVD 1988.
 - CONTOURS ARE SHOWN ON A 2 FOOT INTERVAL DERIVED FROM GROUND SHOTS.
 - PROPERTY SHOWN HEREON IS SUBJECT TO ANY FINDINGS OF A CURRENT AND ACCURATE TITLE SEARCH AND MAY BE ENCUMBERED BEYOND WHAT IS SHOWN ON THIS SURVEY. NO TITLE WORK WAS PROVIDED TO THIS SURVEYOR IN CONJUNCTION WITH THIS SURVEY.

DEED REFERENCE
TO: TEN10, LLC
RECORD: DEED BOOK 8955, PAGE 99, R.O.W.C., TENNESSEE
TAX MAP REFERENCE
BEING PARCEL 60.03 ON TAX MAP 79

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION USING THE LATEST RECORDED DEEDS AVAILABLE; THAT IT REPRESENTS EXISTING CONDITIONS AS OF THE DATE OF THIS SURVEY; AND THAT IT WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE FOR AN URBAN CATEGORY 1 SURVEY.



November 8, 2022
DATE STEVEN C. MATTHEWS TN. RLS #2352

Boundary & Topographic Survey

0 Murfreesboro Road
Being Parcel 60.03 on Tax Map 79
Franklin, Williamson County, Tennessee

Owner /Developer:

Ten10, LLC
4302 N. Chapel Road
Franklin, TN 37067

Rev:

Date: November 8, 2022

Dale & Associates

516 Heather Place
Nashville, Tennessee 37204
(615) 297-5166



Consulting Civil Engineering
Land Planning & Zoning
Landscape Architecture
Surveying

Project # 22093

Sheet 1 of 1

**MURFREESBORO ROAD PROPERTY
ANNEXATION, PLAN OF SERVICE,
AND ZONING
ORDINANCE 2022-48
RESOLUTION 2022-88
RESOLUTION 2022-89**

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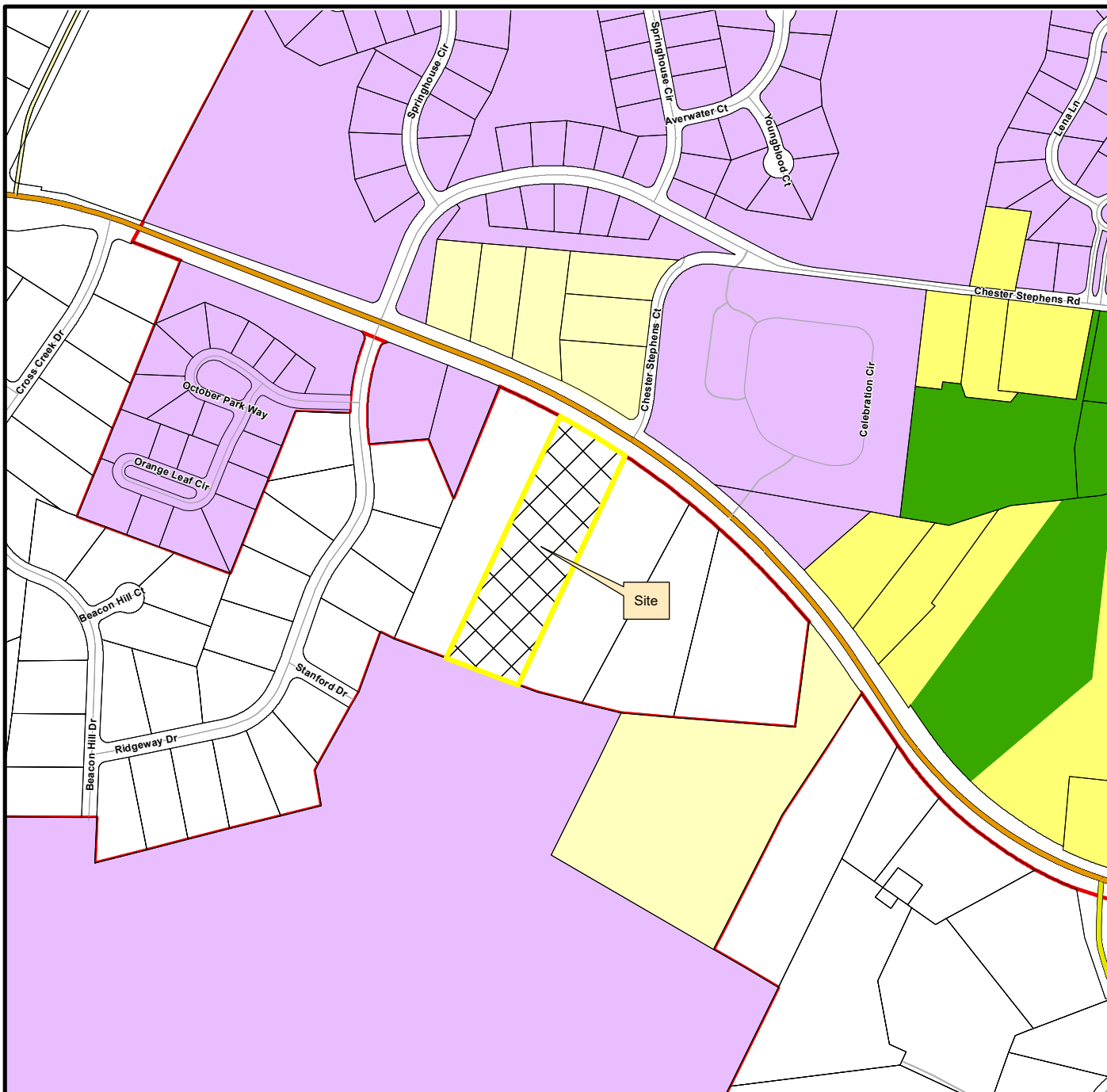
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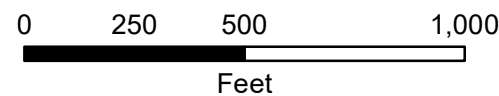
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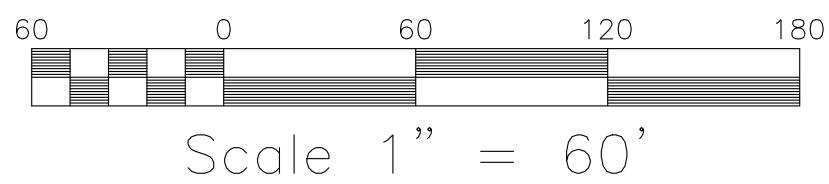
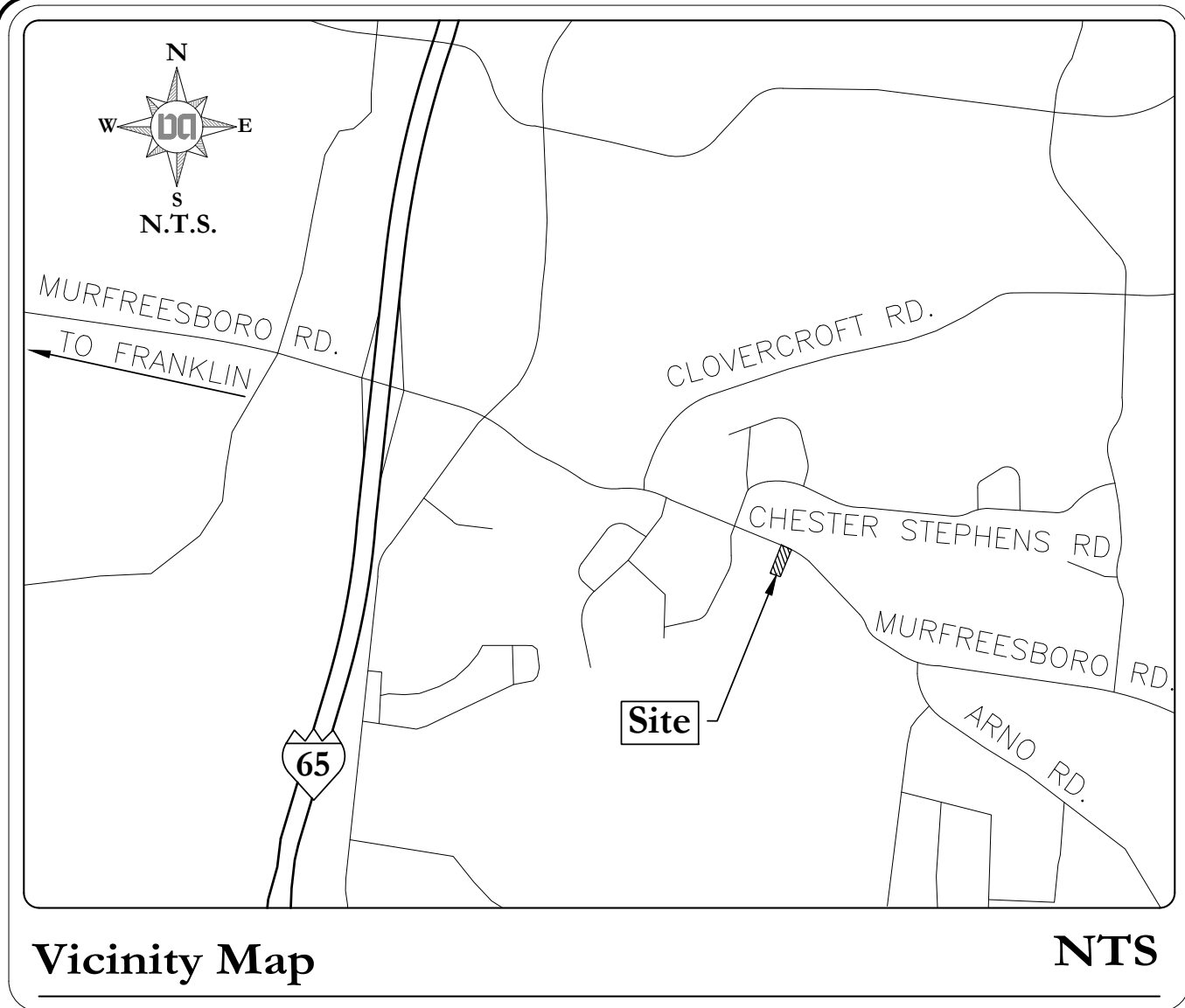
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HISTORIC
FRANKLIN
TENNESSEE

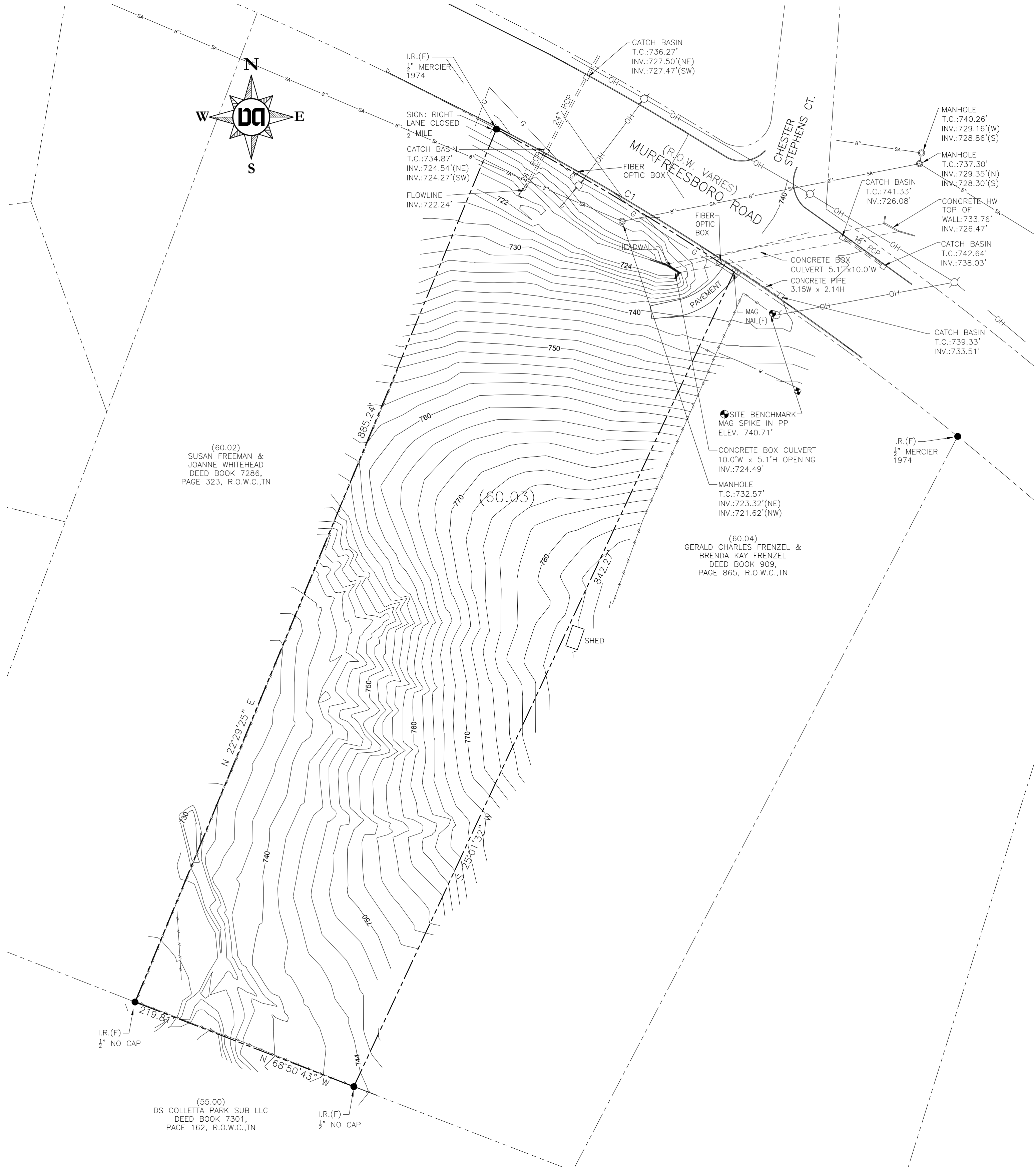


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GPS LOCATIONS USED FOR THIS SURVEY WERE ESTABLISHED USING A
VRS (VIRTUAL REFERENCE STATIONS) HORIZONTAL DATUM - NAD
83 (CORS 96), EPOCH 2002
VERTICAL DATUM - NAVD88 [GEOID03]

- GENERAL NOTES
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 2. DISTANCES SHOWN WERE MEASURED BY ELECTRONIC MEASURING EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
 3. THE NORTH-WESTERLY CORNER OF THE PROPERTY IS 672.7' +/- FROM THE APPROXIMATE CENTERLINE INTERSECTION OF CHESTER STEPHENS ROAD AND MURFREESBORO ROAD (HWY 96).
 4. PROPERTY IS ZONED MGA-1 (MUNICIPAL GROWTH AREA DISTRICT 1) SETBACKS ARE PER WILLIAMSON COUNTY ZONING CODE.
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 10. PROPERTY SHOWN HEREON IS SUBJECT TO ANY FINDINGS OF A CURRENT AND ACCURATE TITLE SEARCH AND MAY BE ENCUMBERED BEYOND WHAT IS SHOWN ON THIS SURVEY. NO TITLE WORK WAS PROVIDED TO THIS SURVEYOR IN CONJUNCTION WITH THIS SURVEY.

DEED REFERENCE
TO: TEN10, LLC
RECORD: DEED BOOK 8955, PAGE 99, R.O.W.C., TENNESSEE
TAX MAP REFERENCE
BEING PARCEL 60.03 ON TAX MAP 79

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION USING THE LATEST RECORDED DEEDS AVAILABLE; THAT IT REPRESENTS EXISTING CONDITIONS AS OF THE DATE OF THIS SURVEY; AND THAT IT WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE FOR AN URBAN CATEGORY 1 SURVEY.



November 8, 2022

DATE

STEVEN C. MATTHEWS TN. RLS #2352

Boundary & Topographic Survey

0 Murfreesboro Road

Being Parcel 60.03 on Tax Map 79
Franklin, Williamson County, Tennessee

Owner /Developer:

Ten10, LLC
4302 N. Chapel Road
Franklin, TN 37067

Rev:

Date: November 8, 2022

Dale & Associates

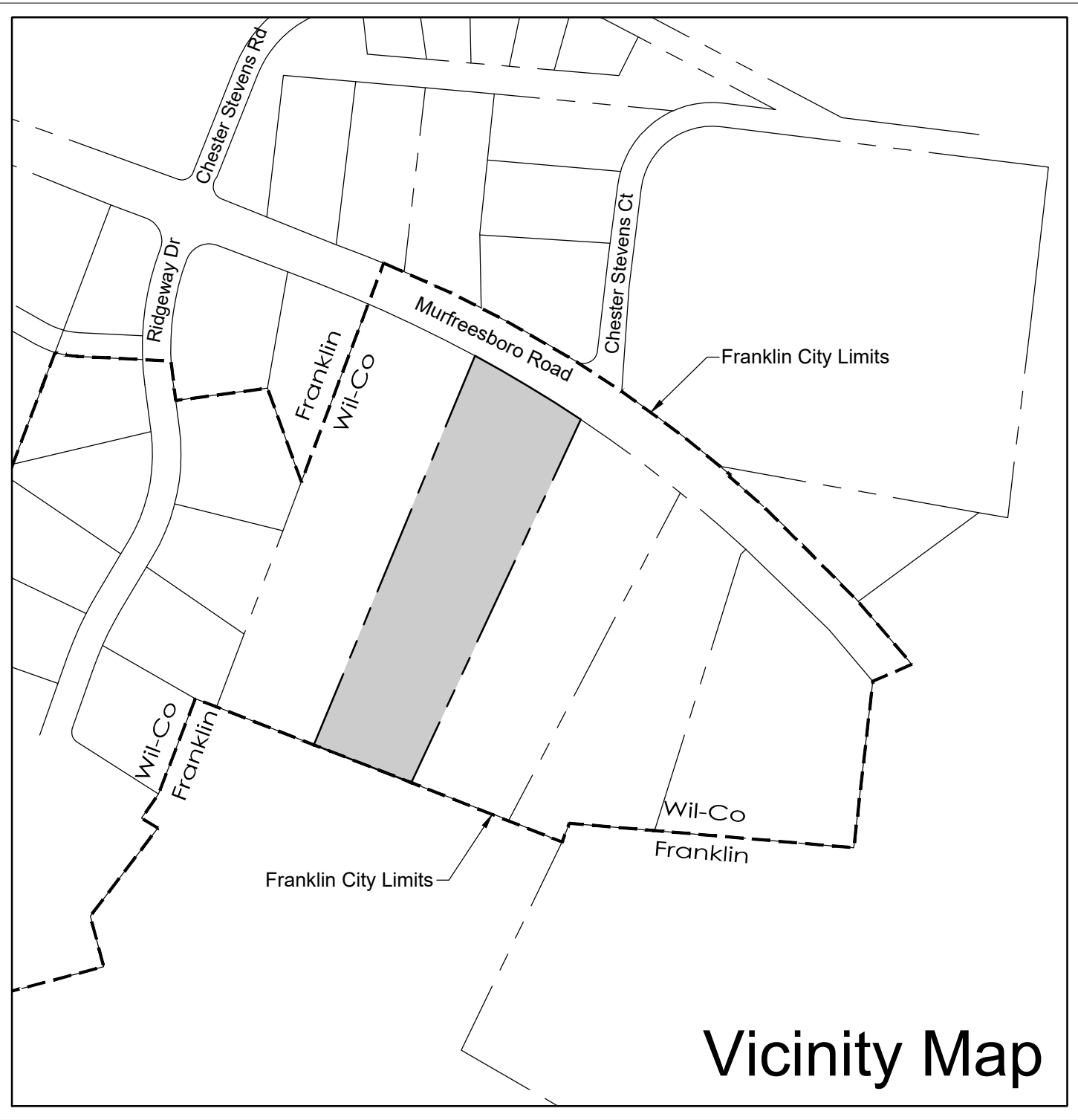
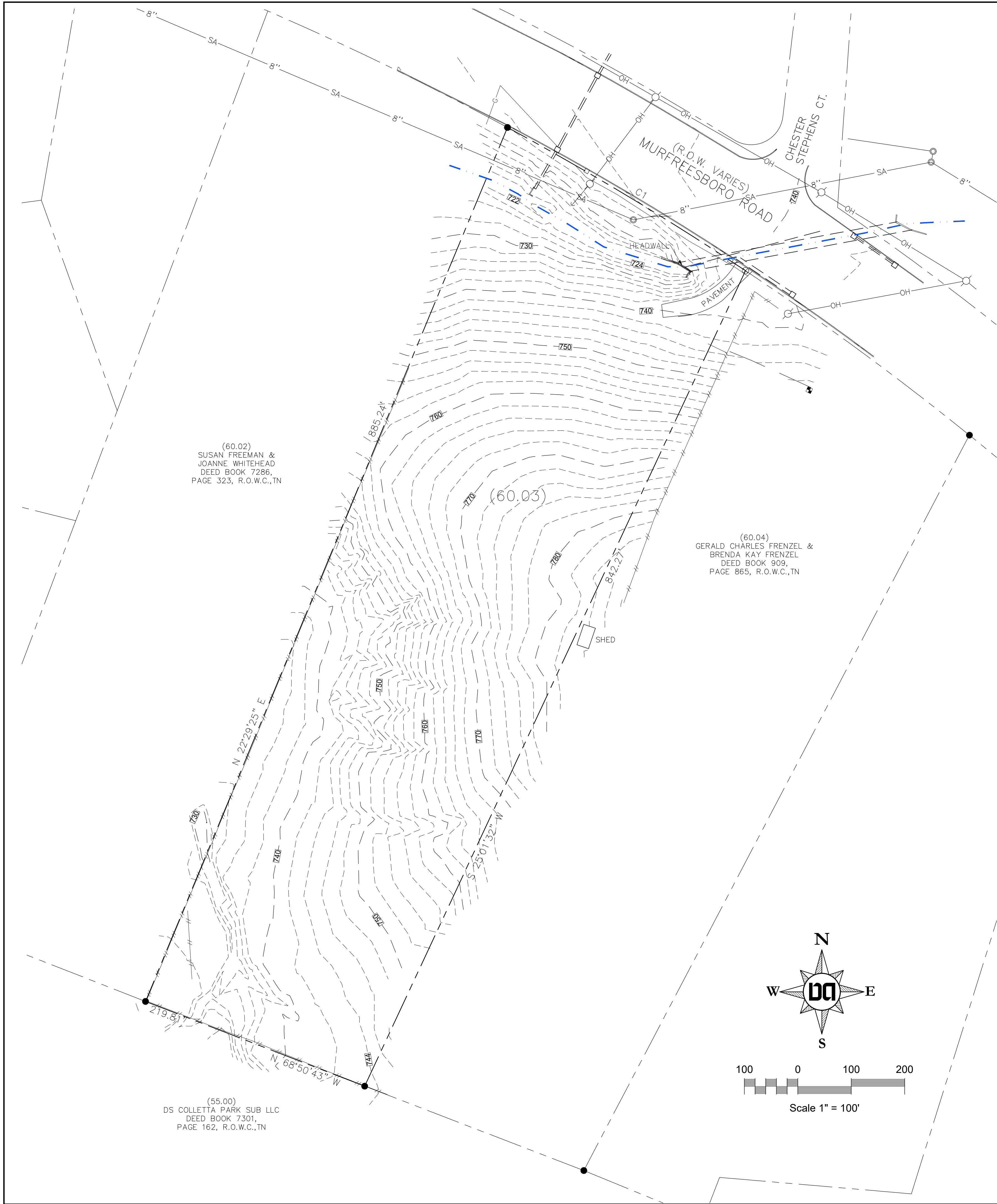
516 Heather Place
Nashville, Tennessee 37204
(615) 297-5166



Consulting Civil Engineering
Land Planning & Zoning
Landscape Architecture
Surveying

Project # 22093

Sheet 1 of 1



Subject Property is Zoned MGA-1 and is located in Williamson County.

The property abuts the City of Franklin on the south edge, and also across Murfreesboro Rd.

- No Hillside/Hillcrest Overlay
- No Floodway Fringe Overlay
- No Floodway Overlay
- No Wetlands

Envision Franklin

Character Area: Seward Hall
Design Concept: Single Family Residential

The property is located along a major arterial and is about a half mile east of a commercial area where Murfreesboro Road intersects Interstate 96. The land uses in general proximity of the property are predominantly single family residential, with some multi-family residential, and small rural-type business. The proposed use for the property is anticipated to be single family residential, which would be compliant to the existing land uses in the area, and also coincide with the design concept of Single Family Residential as defined in Envision Franklin.

Statement of Impacts / Utilities & Site Items

Water - Property is located in Milcrofton Water District. Water will be served via a public main. Water Demand is estimated at 700 gpd. (350 gpd x 2 houses projected)

Sewer - There is an existing sewer main along the frontage of the property that is owned by City of Franklin. Property will be served by gravity sewer service connecting to the main.

Water Re-Use - Not Applicable

Stormwater Drainage - Property drains to an existing conveyance along the frontage of the property. City of Franklin Stormwater Regulations will be applied at time of development.

Fire Station - the nearest fire station is located at 1061 Cool Springs Boulevard, and is approximately 1.85 miles away.

SCHOOLS
Elementary - Trinity Elementary
Middle - Page Middle School
High - Page High School

Refuse/Sanitation - to be picked up by City of Franklin via individual bins.

Site Data

COF Project # xxxx

Project Name: 0 Murfreesboro Road

Map 79, Parcels 60.03
Total Site Area - 4.74 Ac. (206,637 sq ft)

Current Zoning: MGA-1 (Williamson County)
Overlay Zoning: None

Owner
Ten10, LLC
Contact: George Girjel
4302 N. Chapel Road
Franklin, TN 37067
Email: george@cdjrfranklin.com

Engineer
Dale and Associates, PLLC
Contact: Adam Seger, PE
516 Heather Place
Nashville, TN 37204
615-297-5166
adam@daleandassociates.net

Floodnote
This Property does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Number 47187C0220F, Dated 9/29/06.

Drawing Date:
December 9, 2022

Review Revisions

Annexation Plan
0 Murfreesboro Road
Map 79, Parcel 60.03
Franklin, Williamson County, Tennessee



Annexation
Plan

Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying
516 Heather Place
Nashville, TN 37204
(615) 297-5166
D&A Project #22093
0 Murfreesboro Rd
C1.0





File #: 21-03427

DATE: January 25, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Chelsea Randolph, Principal Planner

SUBJECT:

*Consideration Of Resolution 2022-89, A Resolution To Annex A Property On Murfreesboro Road, Consisting Of 4.7 Acres, Located South Of Murfreesboro Road And East Of Ridgeway Drive And Adjoining The City Limits Within The Eastern Part Of The Franklin Urban Growth Boundary (UGB). Establishing A Public Hearing On March 14, 2023
FMPC 1/26/23, 9-0

PURPOSE:

PROJECT INFORMATION

COF Project Number:8036
Applicant: Adam Seger, Dale and Associates
Owner: George Girjel, Ten10, LLC

BACKGROUND/STAFF COMMENTS:

The property being considered for annexation is located East of Ridgeway Drive. It is contiguous to the City limits and is within the City's Urban Growth Boundary (UGB). This property was not included in the growth area study from 2016 as it is within the Watson Branch Drainage Basin. The Watson Branch Drainage Basin is almost entirely composed of existing City properties, and this is one of the few remaining to be annexed. This property is contiguous to the City on the north and south, but would be adjacent to County properties on the west and east.

The subject property is within the Single-Family Residential Design Concept as defined by the Envision Franklin Land Use Plan. No additional plan for further development of the property has been submitted at this time. The applicant intends to subdivide the property into two single-family residential lots. A zoning for the subject property is also included on this agenda.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Franklin Municipal Planning Commission recommends approval of Resolution 2022-89 by a vote of 9-0.

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-89.

RESOLUTION 2022-89

A RESOLUTION TO ANNEX A PROPERTY ON MURFREESBORO ROAD, CONSISTING OF 4.7 ACRES, LOCATED SOUTH OF MURFREESBORO ROAD AND EAST OF RIDGEWAY DRIVE AND ADJOINING THE CITY LIMITS WITHIN THE EASTERN PART OF THE FRANKLIN URBAN GROWTH BOUNDARY (UGB)

WHEREAS, George Girjel (managing member of Ten10, LLC), (“Owner”) owner of property located South of Murfreesboro Road and East of Ridgeway Drive (“Property”) petitioned the Board of Mayor and Aldermen (“BOMA”) of the City of Franklin, Tennessee (“City”), to annex the Property adjoining the City limits and located within the Franklin Urban Growth Boundary (“UGB”); and

WHEREAS, the Plan of Services and annexation request has been submitted to the Franklin Municipal Planning Commission for study and a written report as required by Tennessee Code Annotated § 6-51-102, as amended; and

WHEREAS, a public hearing was held following public notice as required by Tennessee Code Annotated Title 6, Chapter 51, as amended; and

WHEREAS, the BOMA has adopted a Plan of Services for the annexation area as described in Resolution 2022-88; and

WHEREAS, the BOMA has determined that it is in the best interest of its existing residents to annex the Property described herein and that failure to annex said property will inhibit the prosperity of the City and endanger the health, safety and welfare of its inhabitants.

NOW, THEREFORE, BE IT RESOLVED 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, annexed in and to the corporate limits of the City of Franklin, Tennessee:

PREMISES CONSIDERED

Map-Parcel	Acres
79-60.03	4.7
Total	4.7

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

SECTION III: That the annexed Property shall become part of Aldermanic Ward 3.

SECTION IV. BE IT FINALLY RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Resolution shall take effect from and after its passage 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 _____, 2023.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

**MURFREESBORO ROAD PROPERTY
ANNEXATION, PLAN OF SERVICE,
AND ZONING
ORDINANCE 2022-48
RESOLUTION 2022-88
RESOLUTION 2022-89**

Project Information

Existing Land Use: Vacant

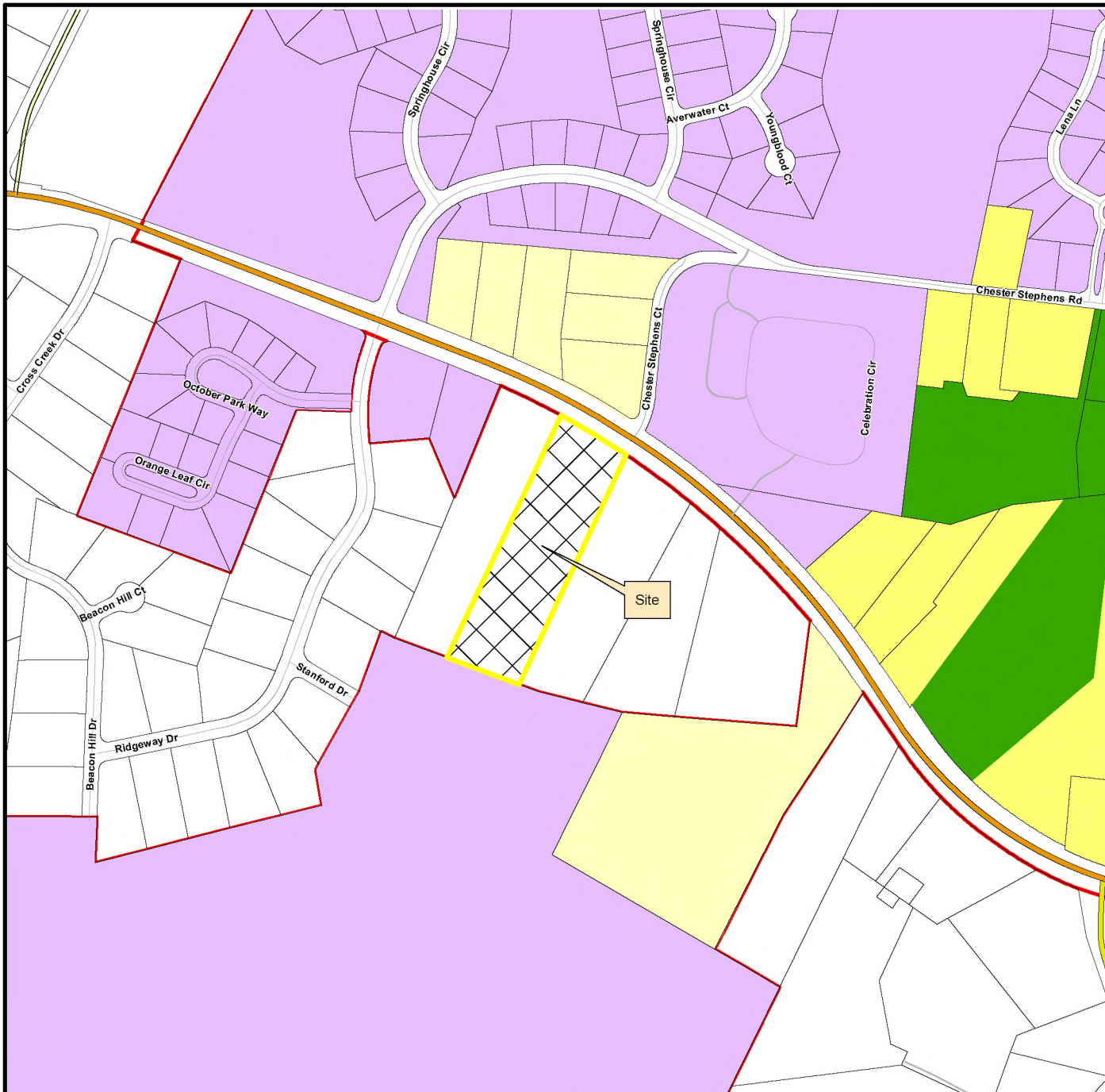
Proposed Land Use: Single-Family

Proposed Zoning: ER, Estate Residential

Site Acreage: 4.7 acres

Legend

-  Subject Property
-  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
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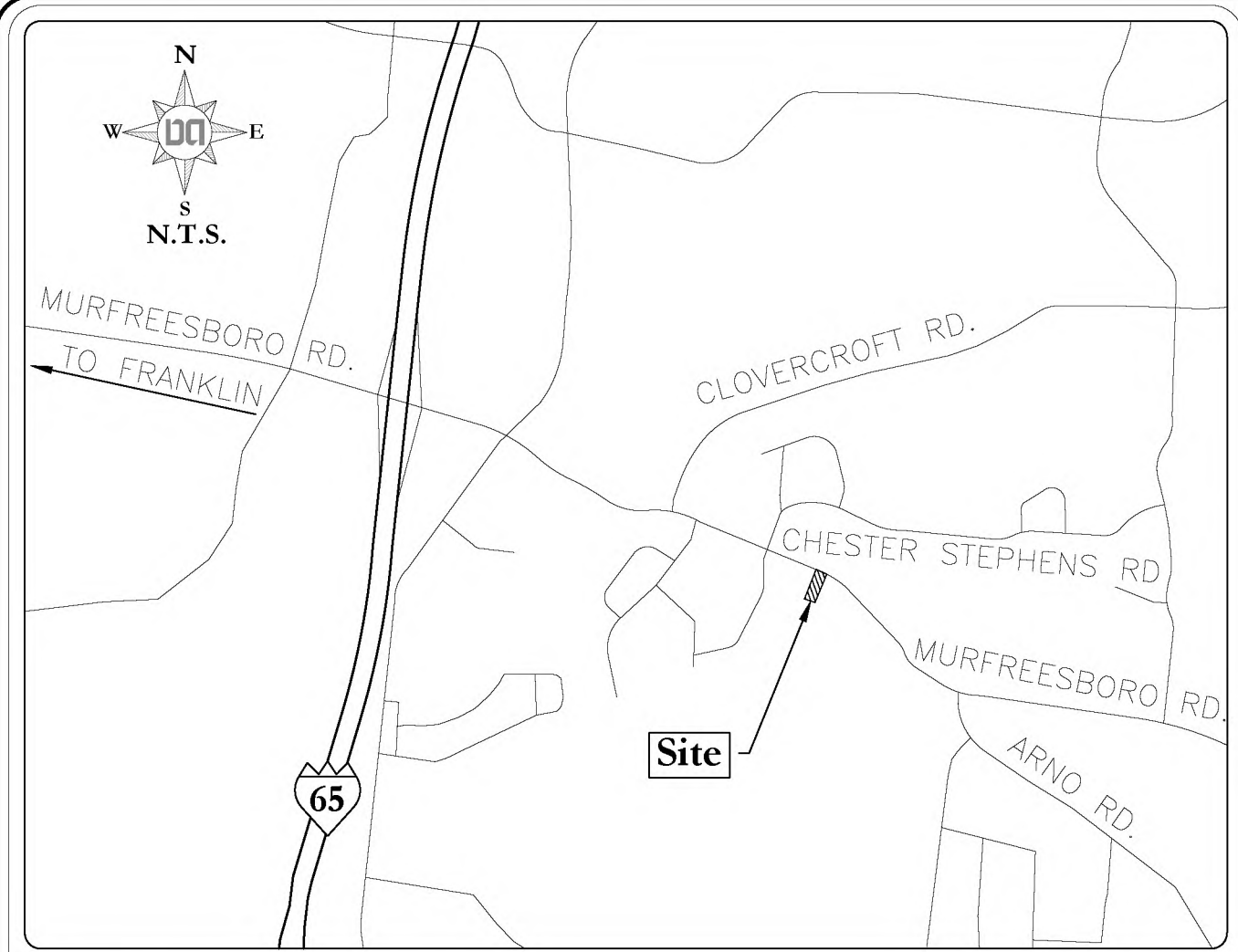
This map was created by the Franklin Planning Department.
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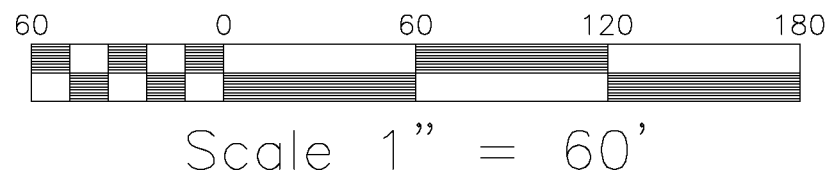
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Feet



HISTORIC
FRANKLIN
TENNESSEE



Vicinity Map NTS

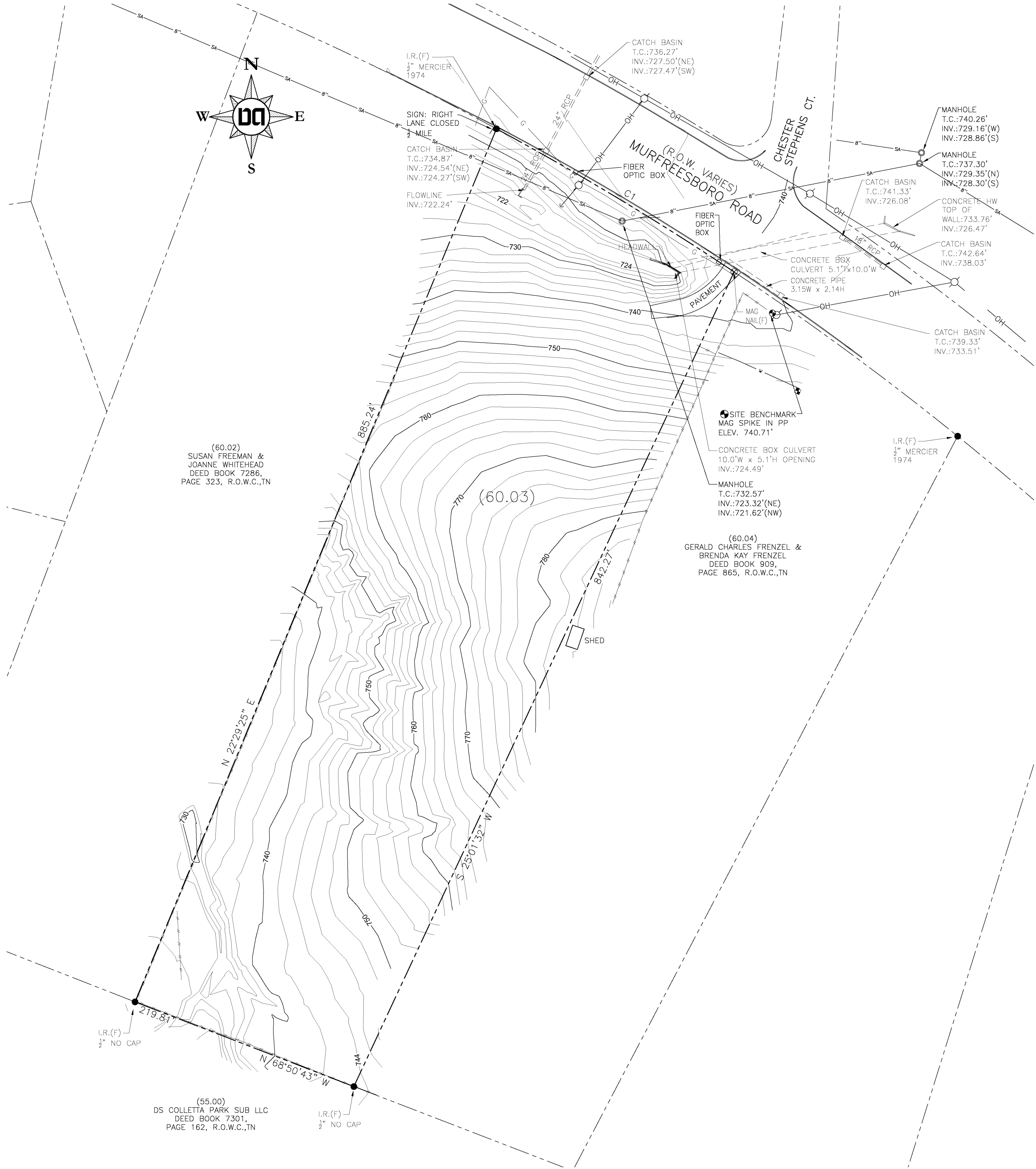


TOTAL AREA = 206,637.07 ACRES
= 4.74 S.F.



LEGEND	
I.R.(F)	IRON ROD (FOUND)
I.R.(S)	IRON ROD (SET) W/PINK CAP
RCP	REINFORCED CONCRETE PIPE
ANCHOR	
P.P.	POWER POLE
M.H.	SANITARY MANHOLE
A.D.	INLET
W.M.	WATER METER
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LOT NUMBER	
PARCEL NUMBER	
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PROPERTY LINE	
FENCE LINE	
OVERHEAD UTILITIES	
WATER LINE	
SANITARY LINE	
GAS LINE	

Curve Table					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
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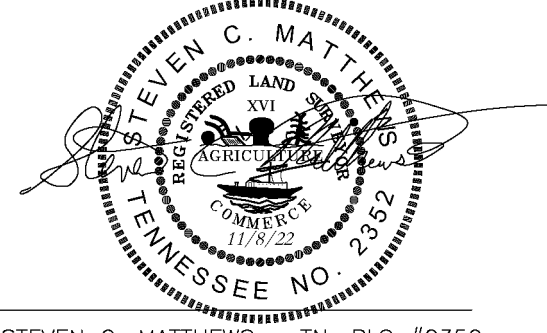


GPS NOTE
RTK GPS (UTILIZING THE TDOT GNSS REFERENCE NETWORK) WAS USED ON THIS PROJECT.
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RTK HORIZONTAL: 8 MM (0.026 FT) + 1 PPM
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DEED REFERENCE
TO: TEN10, LLC
RECORD: DEED BOOK 8955, PAGE 99, R.O.W.C., TENNESSEE
TAX MAP REFERENCE
BEING PARCEL 60.03 ON TAX MAP 79

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November 8, 2022
DATE

STEVEN C. MATTHEWS TN. RLS #2352

Boundary & Topographic Survey

0 Murfreesboro Road

Being Parcel 60.03 on Tax Map 79
Franklin, Williamson County, Tennessee

Owner /Developer:

Ten10, LLC
4302 N. Chapel Road
Franklin, TN 37067

Rev:

Date: November 8, 2022

Dale & Associates

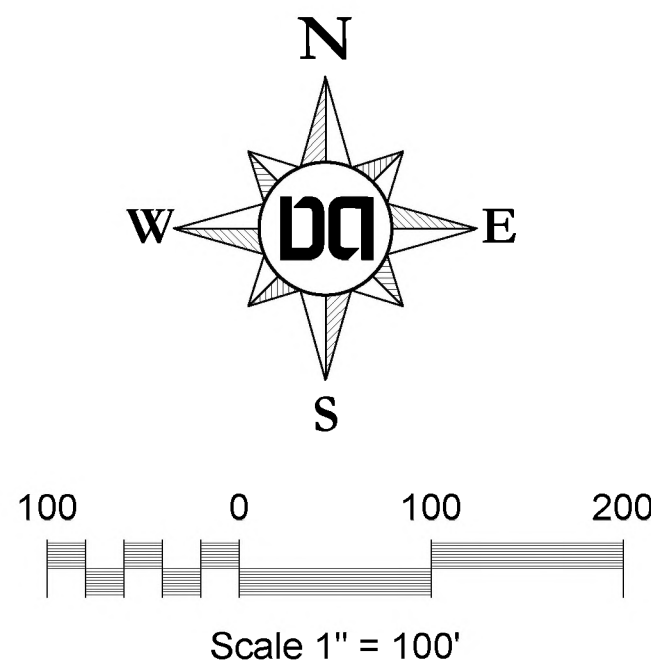
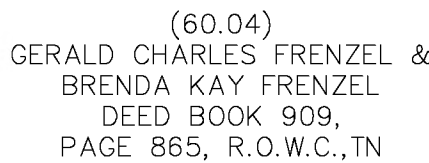
516 Heather Place
Nashville, Tennessee 37204
(615) 297-5166



Consulting Civil Engineering
Land Planning & Zoning
Landscape Architecture
Surveying

Project # 22093

Sheet 1 of 1



Site Data

COF Project # xxxx

Project Name: 0 Murfreesboro Road

Map 79, Parcels 60.03
Total Site Area - 4.74 Ac. (206,637 sq ft)

Current Zoning: MGA-1 (Williamson County)
Overlay Zoning: None

Owner
Ten10, LLC
Contact: George Girjel
4302 N. Chapel Road
Franklin, TN 37067
Email: george@cdjrfranklin.com

Engineer
Dale and Associates, PLLC
Contact: Adam Seger, PE
516 Heather Place
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615-297-5166
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Floodnote
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(FIRM) Number 47187C0220E. Dated 9/29/06.

Subject Property is Zoned MGA-1 and is located in Williamson County.

The property abuts the City of Franklin on the south edge, and also

across Murfreesboro Rd

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- No Floodway Fringe Overlay
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- No Wetlands

Envision Franklin

Character Area: Seward Hall
Design Concept: Single Family Residential

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Statement of Impacts / Utilities & Site Items

Water - Property is located in Milcrofton Water District. Water will be served via a public main.
Water Demand is estimated at 700 gpd. (350 gpd x 2 houses projected)

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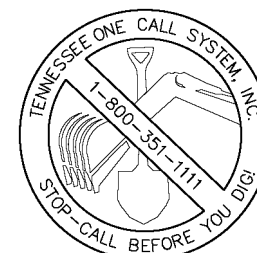
Water Re-Use - Not Applicable

Stormwater Drainage - Property drains to an existing conveyance along the frontage of the property. City of Franklin Stormwater Regulations will be applied at time of development.

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 High - Page High School

Refuse/Sanitation - to be picked up by City of Franklin via individual bins



Dale & A
il Engineering
Planning & Zoning
g

Drawing Date:
December 9, 2022

Review Revisions

Annexation Plan
0 Murfreesboro Road
Map 79, Parcel 60.03
Franklin, Williamson County, Tennessee



Annexation Plan

D&A Project #22093

C1.0

**MURFREESBORO ROAD PROPERTY
ANNEXATION, PLAN OF SERVICE,
AND ZONING
ORDINANCE 2022-48
RESOLUTION 2022-88
RESOLUTION 2022-89**

Project Information

Existing Land Use: Vacant

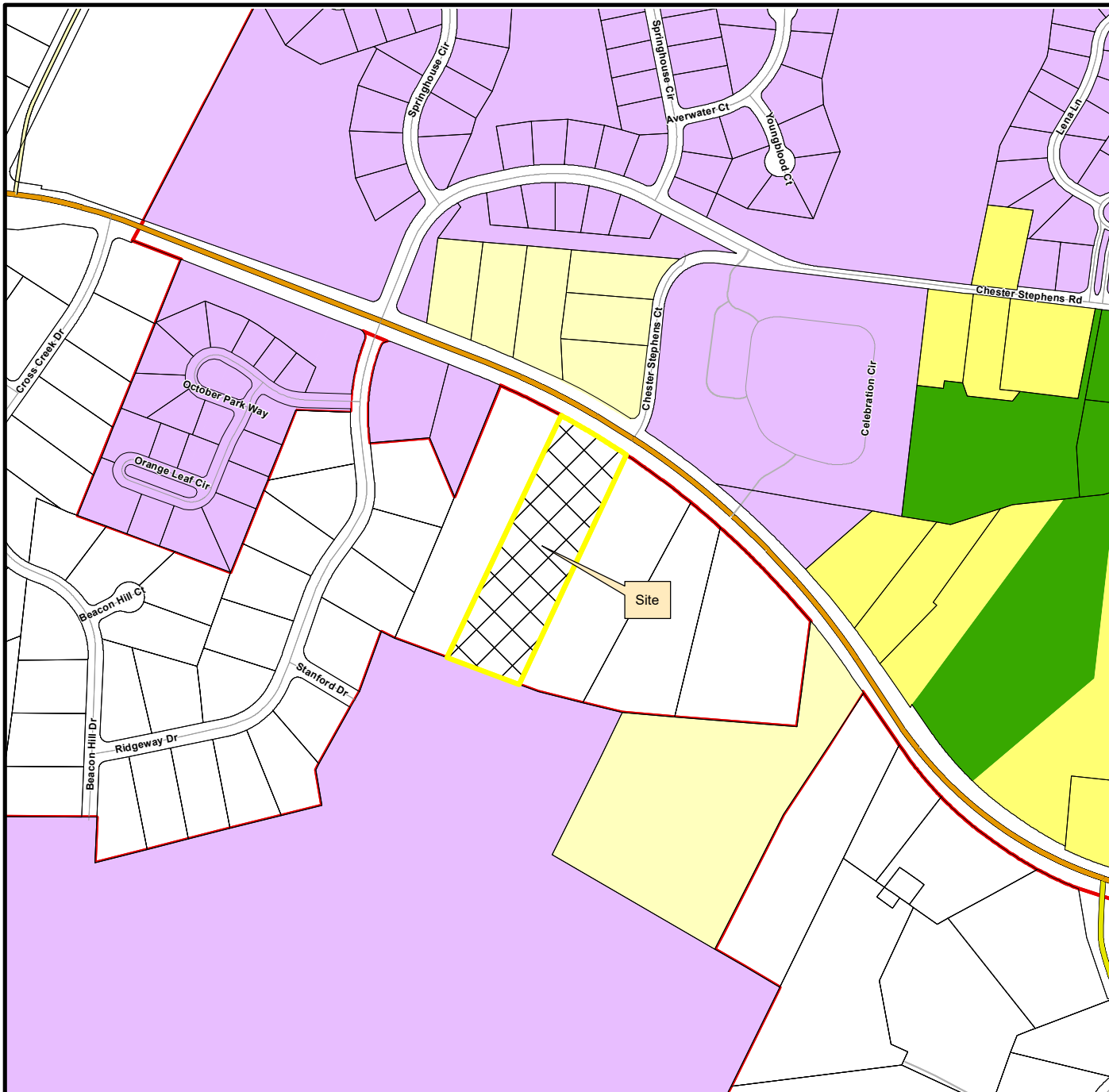
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Site Acreage: 4.7 acres

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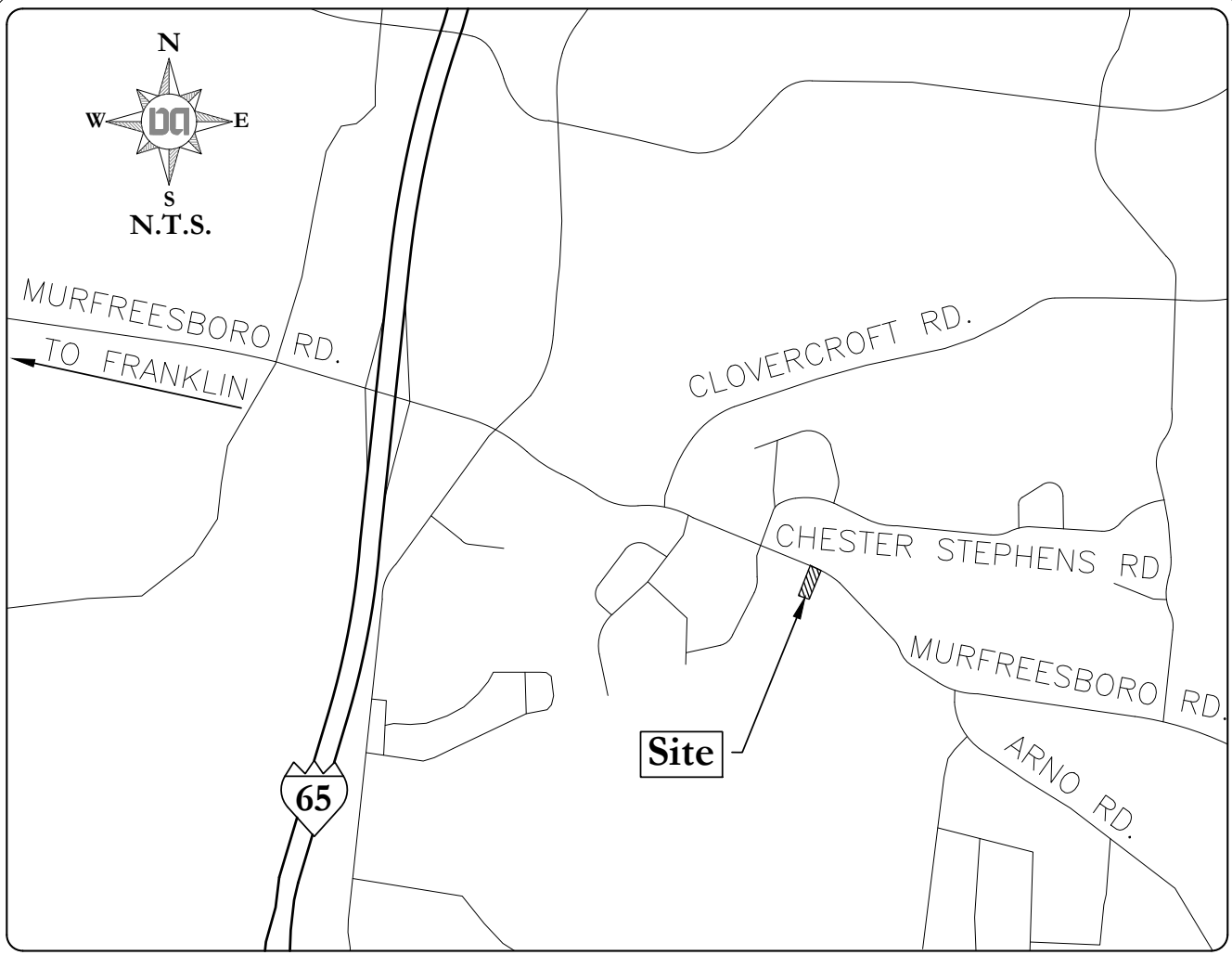
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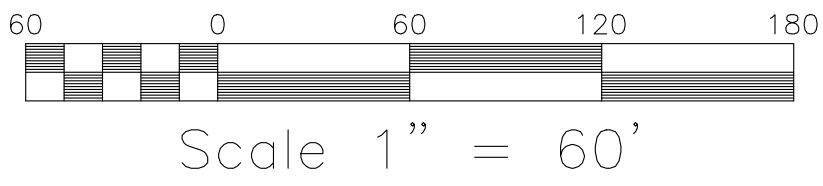
0 250 500 1,000
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HISTORIC
FRANKLIN
TENNESSEE



Vicinity Map N.T.S.

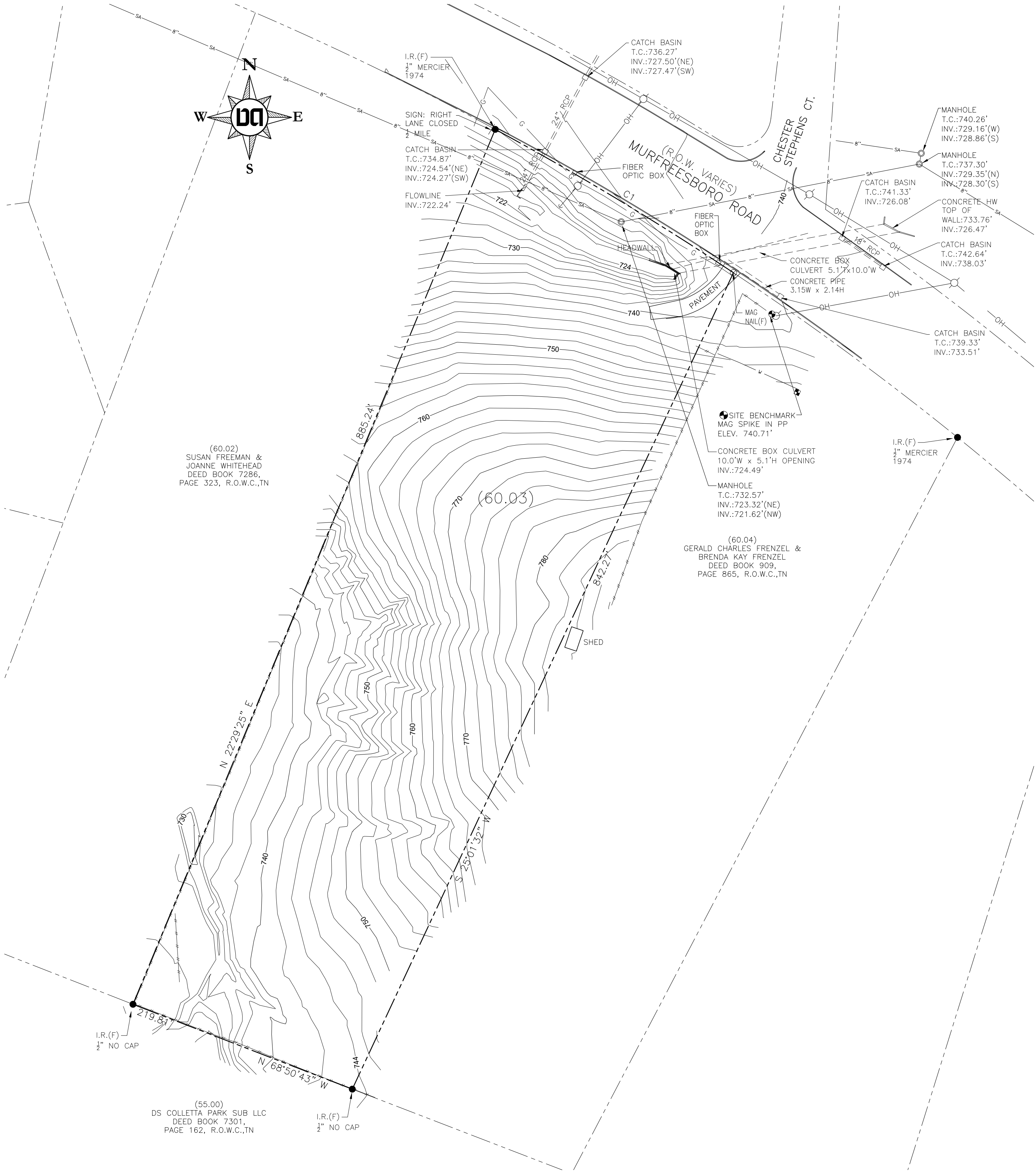


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LEGEND	
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RCP	REINFORCED CONCRETE PIPE
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DEED REFERENCE
TO: TEN10, LLC
RECORD: DEED BOOK 8955, PAGE 99, R.O.W.C., TENNESSEE
TAX MAP REFERENCE
BEING PARCEL 60.03 ON TAX MAP 79

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION USING THE LATEST RECORDED DEEDS AVAILABLE; THAT IT REPRESENTS EXISTING CONDITIONS AS OF THE DATE OF THIS SURVEY; AND THAT IT WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE FOR AN URBAN CATEGORY 1 SURVEY.



November 8, 2022
DATE

STEVEN C. MATTHEWS TN. RLS #2352

Boundary & Topographic Survey

0 Murfreesboro Road

Being Parcel 60.03 on Tax Map 79
Franklin, Williamson County, Tennessee

Owner /Developer:

Ten10, LLC
4302 N. Chapel Road
Franklin, TN 37067

Rev:

Date: November 8, 2022

Dale & Associates

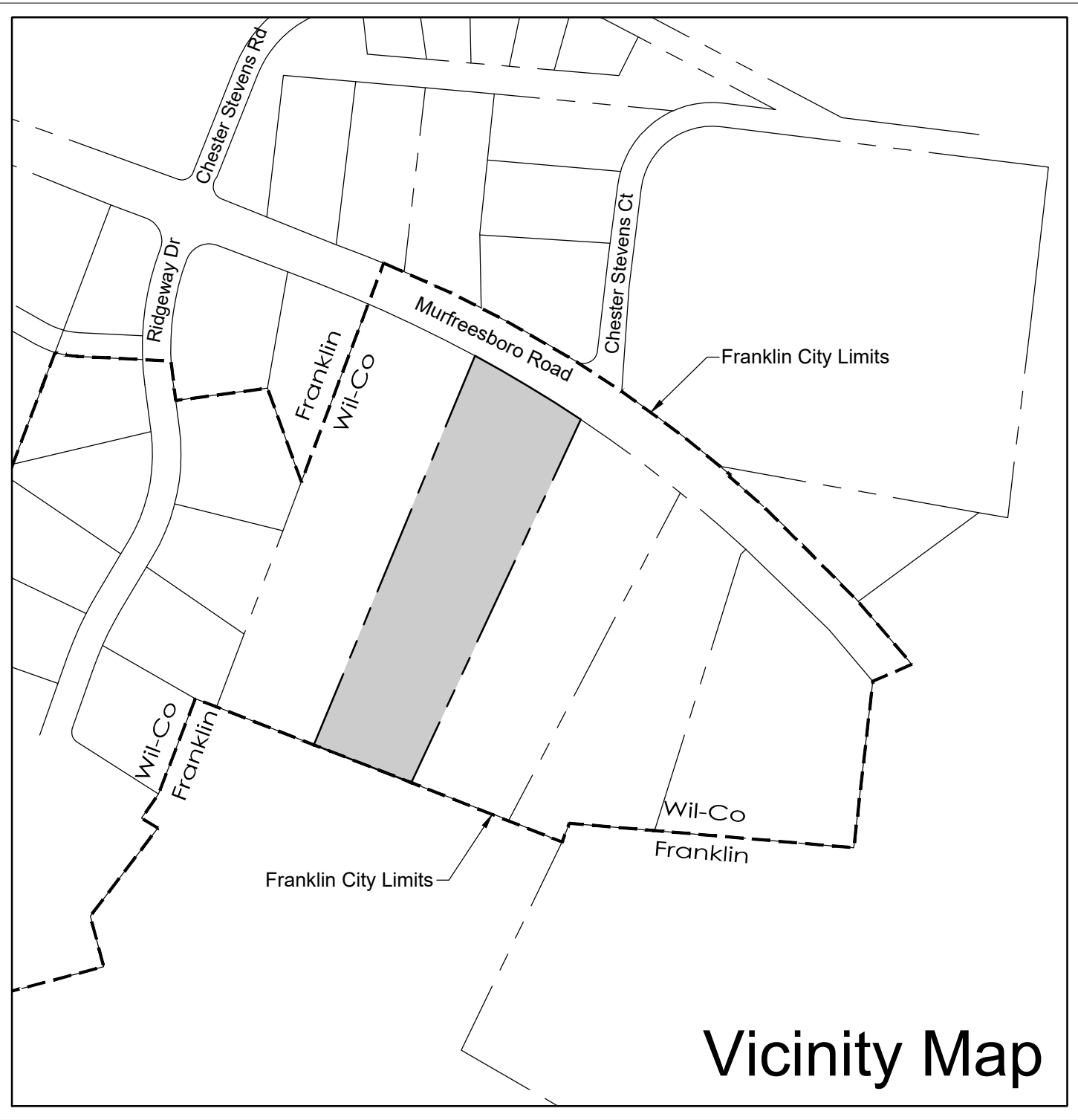
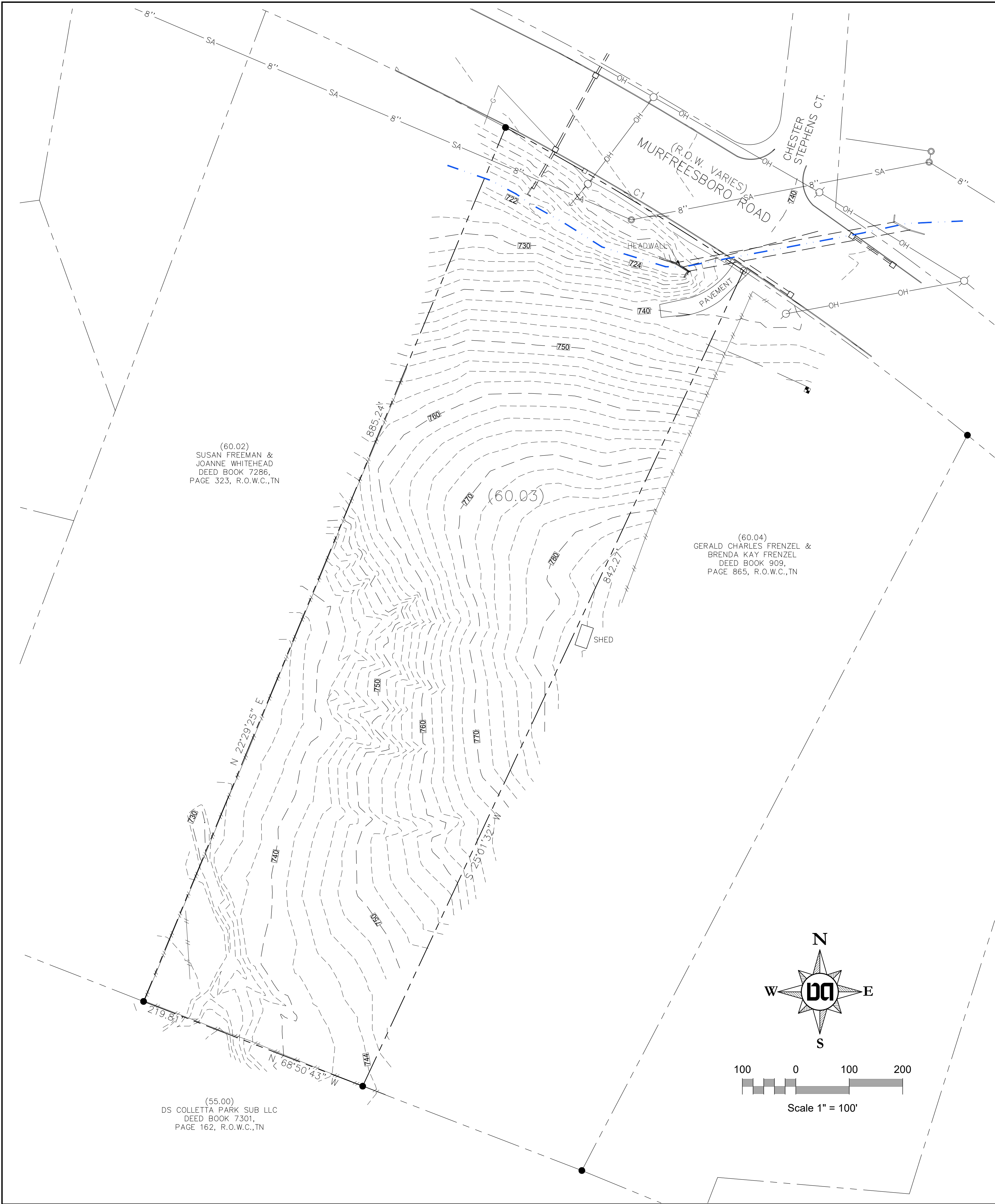
516 Heather Place
Nashville, Tennessee 37204
(615) 297-5166



Consulting Civil Engineering
Land Planning & Zoning
Landscape Architecture
Surveying

Project # 22093

Sheet 1 of 1



- Subject Property is Zoned MGA-1 and is located in Williamson County.
- The property abuts the City of Franklin on the south edge, and also across Murfreesboro Rd.
- No Hillside/Hillcrest Overlay
 - No Floodway Fringe Overlay
 - No Floodway Overlay
 - No Wetlands

Envision Franklin

Character Area: Seward Hall
Design Concept: Single Family Residential

The property is located along a major arterial and is about a half mile east of a commercial area where Murfreesboro Road intersects Interstate 96. The land uses in general proximity of the property are predominantly single family residential, with some multi-family residential, and small rural-type business. The proposed use for the property is anticipated to be single family residential, which would be compliant to the existing land uses in the area, and also coincide with the design concept of Single Family Residential as defined in Envision Franklin.

Statement of Impacts / Utilities & Site Items

- Water - Property is located in Milcrofton Water District. Water will be served via a public main. Water Demand is estimated at 700 gpd. (350 gpd x 2 houses projected)
- Sewer - There is an existing sewer main along the frontage of the property that is owned by City of Franklin. Property will be served by gravity sewer service connecting to the main.
- Water Re-Use - Not Applicable
- Stormwater Drainage - Property drains to an existing conveyance along the frontage of the property. City of Franklin Stormwater Regulations will be applied at time of development.
- Fire Station - the nearest fire station is located at 1061 Cool Springs Boulevard, and is approximately 1.85 miles away.
- SCHOOLS
Elementary - Trinity Elementary
Middle - Page Middle School
High - Page High School
- Refuse/Sanitation - to be picked up by City of Franklin via individual bins.

Site Data

COF Project # xxxx
Project Name: 0 Murfreesboro Road

Map 79, Parcels 60.03
Total Site Area - 4.74 Ac. (206,637 sq ft)

Current Zoning: MGA-1 (Williamson County)
Overlay Zoning: None

Owner
Ten10, LLC
Contact: George Girjel
4302 N. Chapel Road
Franklin, TN 37067
Email: george@cdjrfranklin.com

Engineer
Dale and Associates, PLLC
Contact: Adam Seger, PE
516 Heather Place
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615-297-5166
adam@daleandassociates.net

Floodnote
This Property does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Number 47187C0220F, Dated 9/29/06.

Drawing Date:
December 9, 2022
Review Revisions

Annexation Plan
0 Murfreesboro Road
Map 79, Parcel 60.03
Franklin, Williamson County, Tennessee



Annexation
Plan

Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying
516 Heather Place
Nashville, TN 37204
(615) 297-5166
D&A Project #22093
0 Murfreesboro Rd
C1.0





File #: 21-03428

DATE: January 26, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Chelsea Randolph, Principal Planner

SUBJECT:

*Consideration Of Ordinance 2022-48, An Ordinance To Zone 4.7 Acres Estate Residential (ER) District, For The Property Located South Of Murfreesboro Road And East Of Ridgeway Drive. Establishing A Public Hearing On March 14, 2023
FMPC 1/26/23, 9-0

PURPOSE:

PROJECT INFORMATION

COF Project Number:8036
Applicant: Adam Seger, Dale and Associates
Owner: George Girjel, Ten10, LLC

BACKGROUND/STAFF COMMENTS:

The applicant for the property off of Murfreesboro Road (Map-Parcel 79-60.03) has submitted an annexation application (considered on this agenda) without a zoning request. A zoning district must be assigned to any annexed property, and shall be established by aligning with the requirements of Chapter 20.4.4 which references Chapter 20.2, which states that,

"When a property is annexed, a zoning district shall be established per one of the following:

1. The property shall be zoned AG or ER, depending on the acreage;
2. Any property subject to a recorded subdivision shall be zoned to the district that most closely resembles the existing development in terms of uses and lot sizes. If such district is PD, final plats on record in the Williamson County Register's office shall serve as the development plan; or
3. If the applicant wishes to establish a different zoning district, a rezoning application must be submitted concurrently with the annexation application."

The criteria for the zoning, since the applicant did not request a specific zone and the property is not part of a recorded subdivision, leaves only two choices for the zoning, AG or ER. Staff finds that Estate Residential (ER) is the most appropriate of the two options, should the Plan of Services, RES 2022-88, and Annexation, RES 2022-89, be approved by BOMA, due to the property's assigned Design Concept of Single-Family Residential and that the existing development surrounding the

subject property is primarily residential in nature. The Envision Franklin Single-Family Residential Design Concept, states, "The defined character may vary by neighborhood, but new developments should transition from the existing development patterns in adjacent neighborhoods." The proposed zoning of Estate Residential (ER) is also appropriate for the applicant's desire to create two single-family residential lots. No site plan for the property has been submitted at this time.

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 to the Board of Mayor and Aldermen of Ordinance 2022-48 by a vote of 9-0.

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2022-48.

ORDINANCE 2022-48

**AN ORDINANCE TO ZONE 4.70 ACRES ESTATE RESIDENTIAL(ER) DISTRICT, FOR THE
PROPERTY LOCATED SOUTH OF MURFREESBORO ROAD AND EAST OF RIDGEWAY
DRIVE**

WHEREAS, George Girjel (managing member of Ten10, LLC), (“Owner”) owner of property located South of Murfreesboro Road and East of Ridgeway Drive (“Property”) petitioned the Board of Mayor and Aldermen (“BOMA”) of the City of Franklin, Tennessee (“City”), to annex the Property adjoining the City limits and located within the Franklin Urban Growth Boundary (“UGB”); and

WHEREAS, the BOMA has adopted a Plan of Services and annexed the property as described in Resolution 2022-88 and Resolution 2022-89; and

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

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

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

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, zoned the following:
Estate Residential District:

PREMISES CONSIDERED

Map-Parcel	Acres
79-60.03	4.7
Total	4.7

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

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

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

**MURFREESBORO ROAD PROPERTY
ANNEXATION, PLAN OF SERVICE,
AND ZONING
ORDINANCE 2022-48
RESOLUTION 2022-88
RESOLUTION 2022-89**

Project Information

Existing Land Use: Vacant

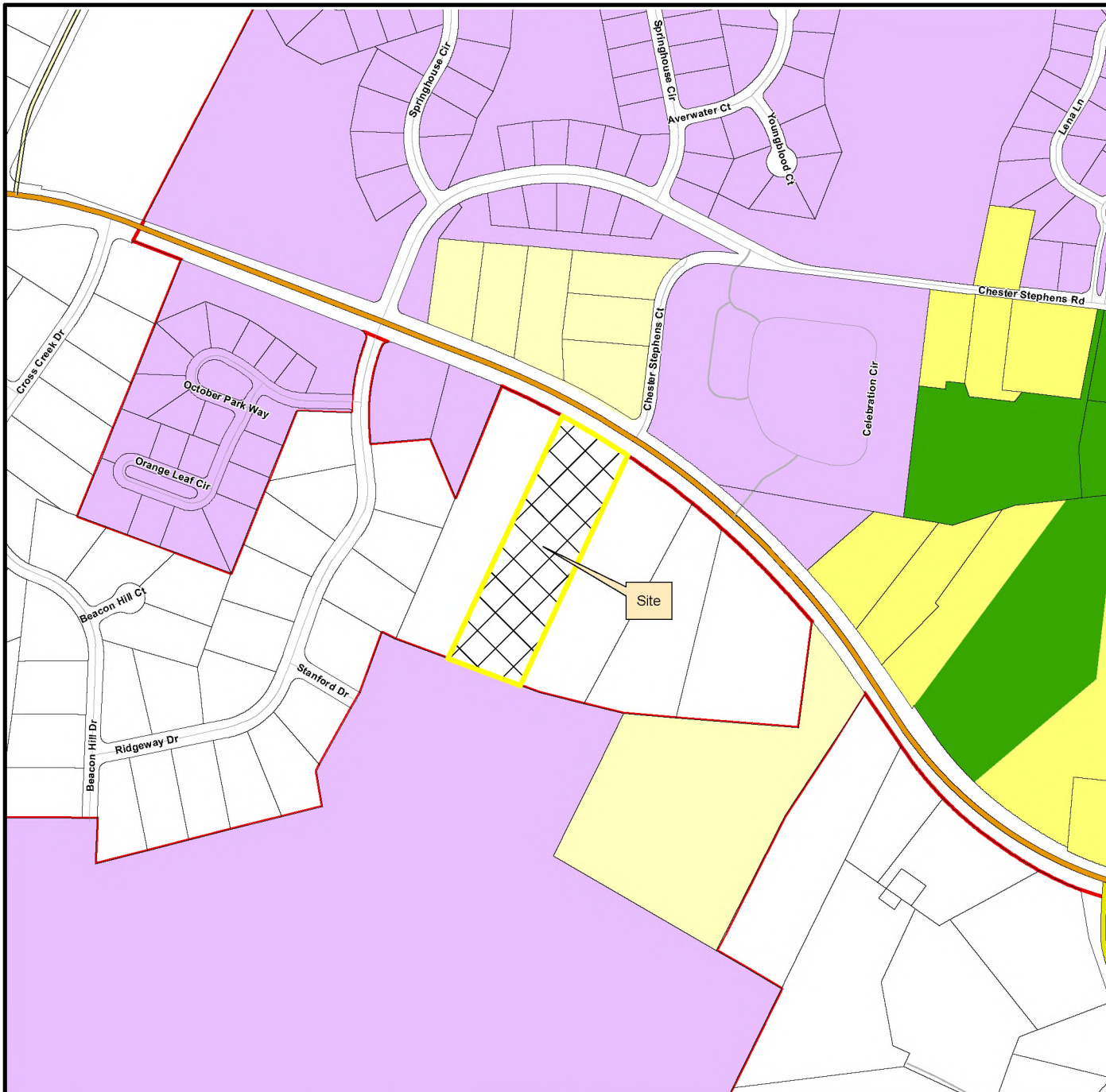
Proposed Land Use: Single-Family

Proposed Zoning: ER, Estate Residential

Site Acreage: 4.7 acres

Legend

-  Subject Property
-  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
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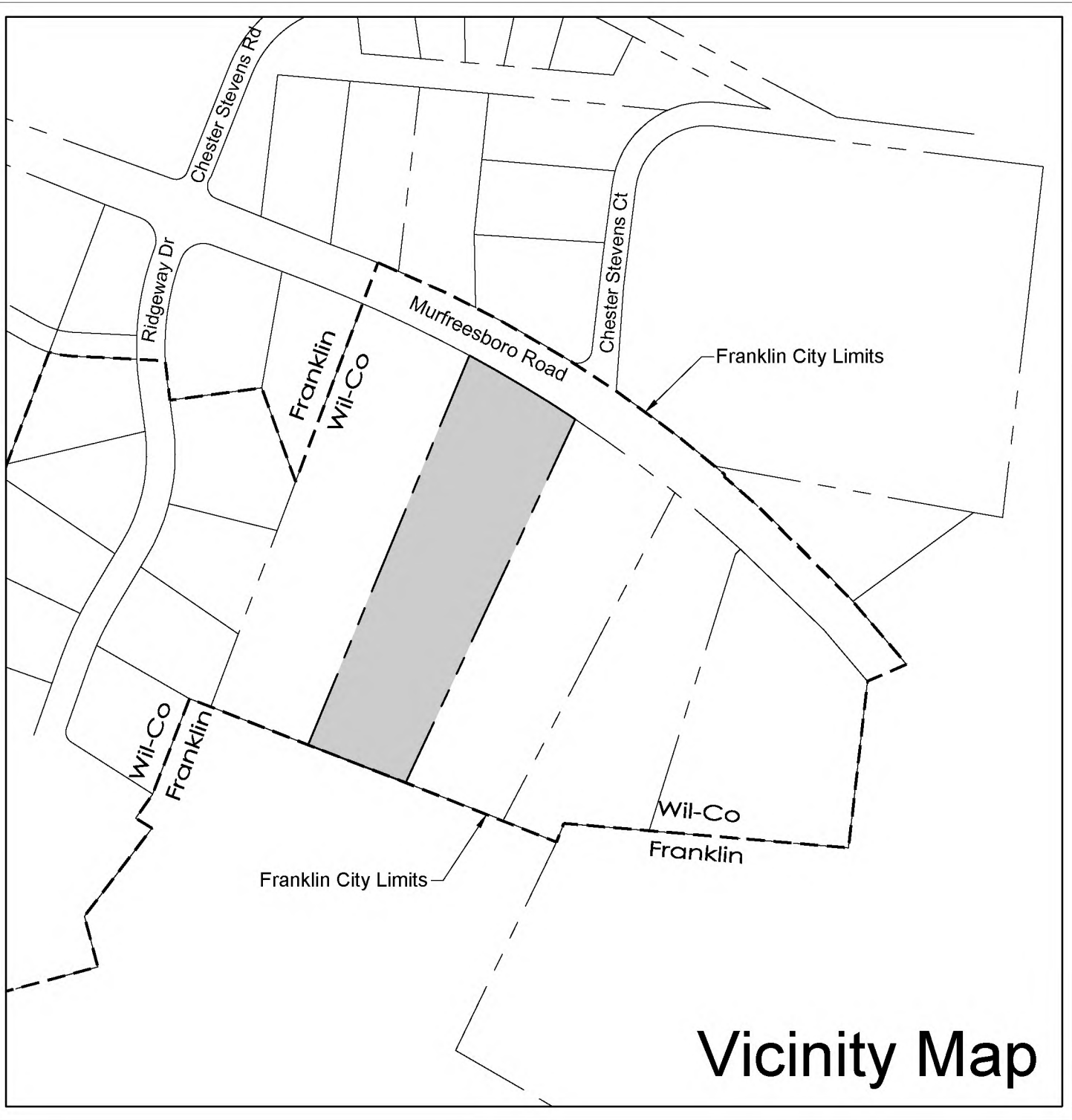
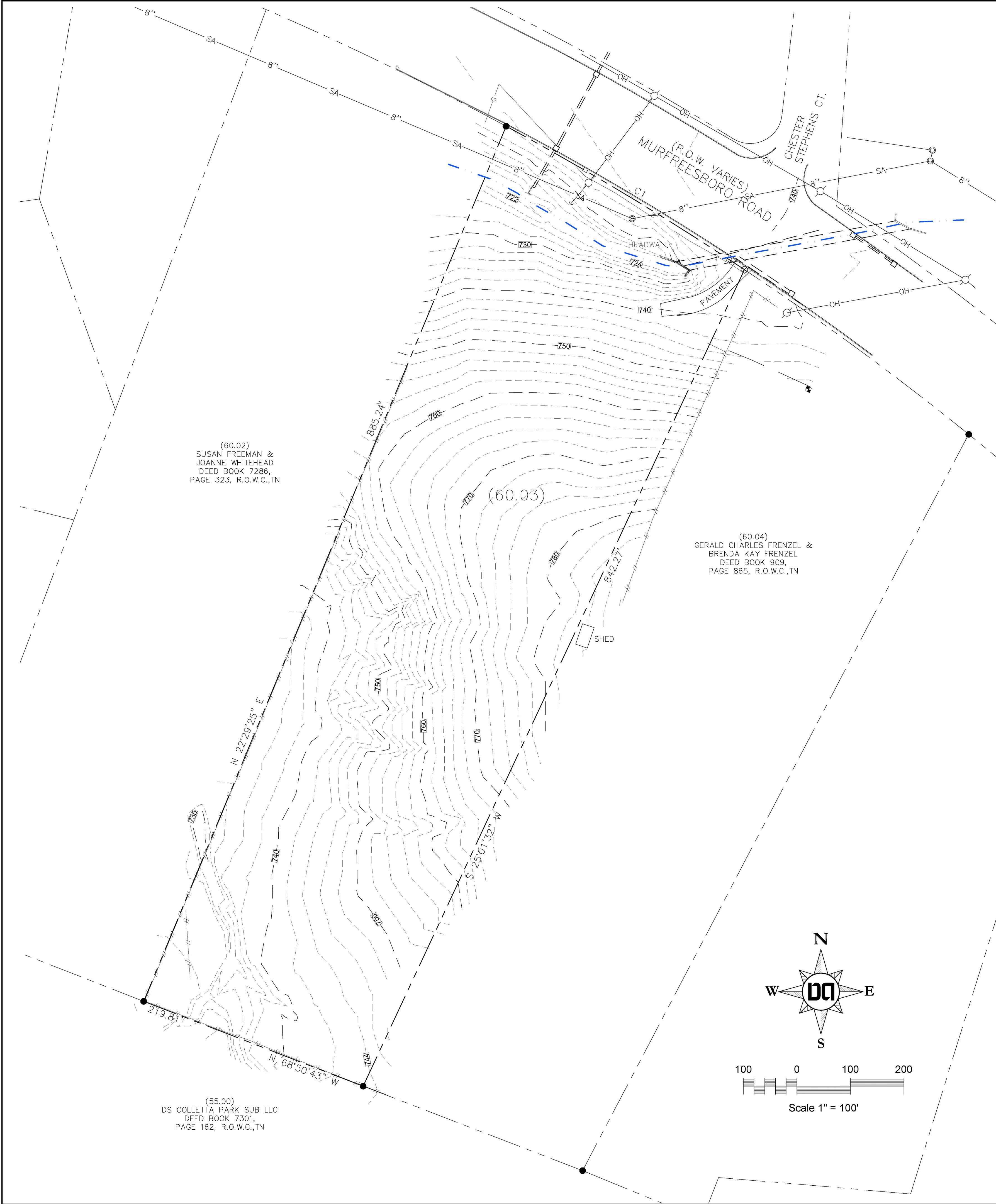
This map was created by the Franklin Planning Department.
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0 250 500 1,000
Feet



HISTORIC
FRANKLIN
TENNESSEE



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Envision Franklin

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SCHOOLS
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Site Data

COF Project # xxxx

Project Name: 0 Murfreesboro Road

Map 79, Parcels 60.03
Total Site Area - 4.74 Ac. (206,637 sq ft)

Current Zoning: MGA-1 (Williamson County)
Overlay Zoning: None

Owner
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Contact: George Girjel
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Engineer
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Contact: Adam Seger, PE
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Drawing Date:
December 9, 2022

Review Revisions

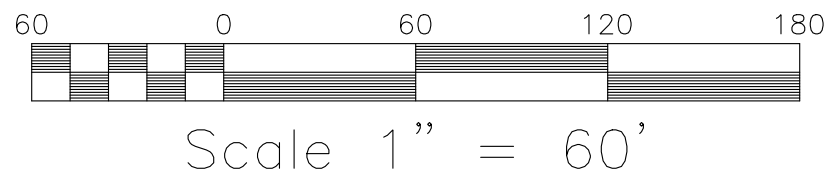
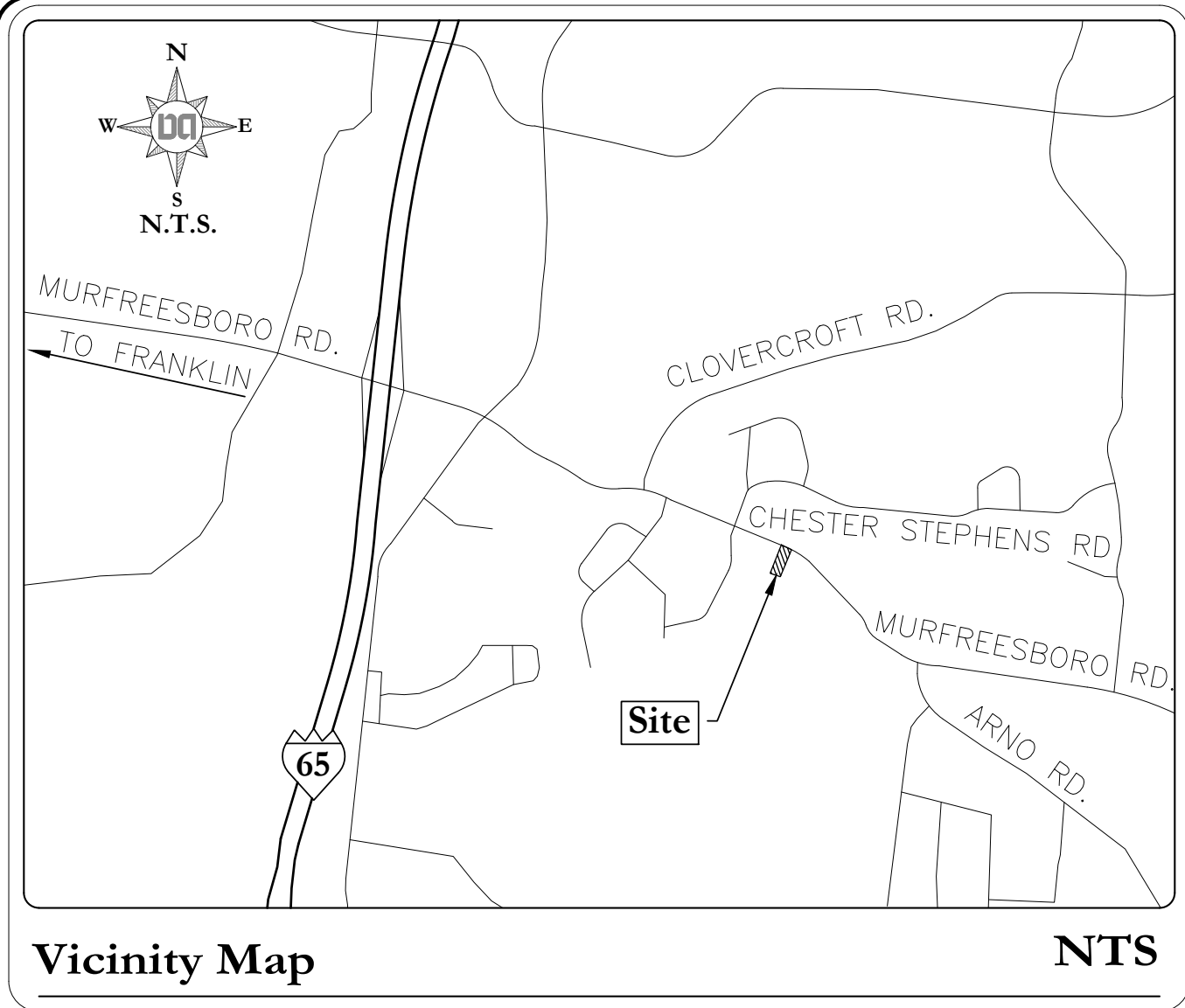
Annexation Plan
0 Murfreesboro Road
Map 79, Parcel 60.03
Franklin, Williamson County, Tennessee



Annexation
Plan

Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying
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D&A Project #22093
0 Murfreesboro Rd
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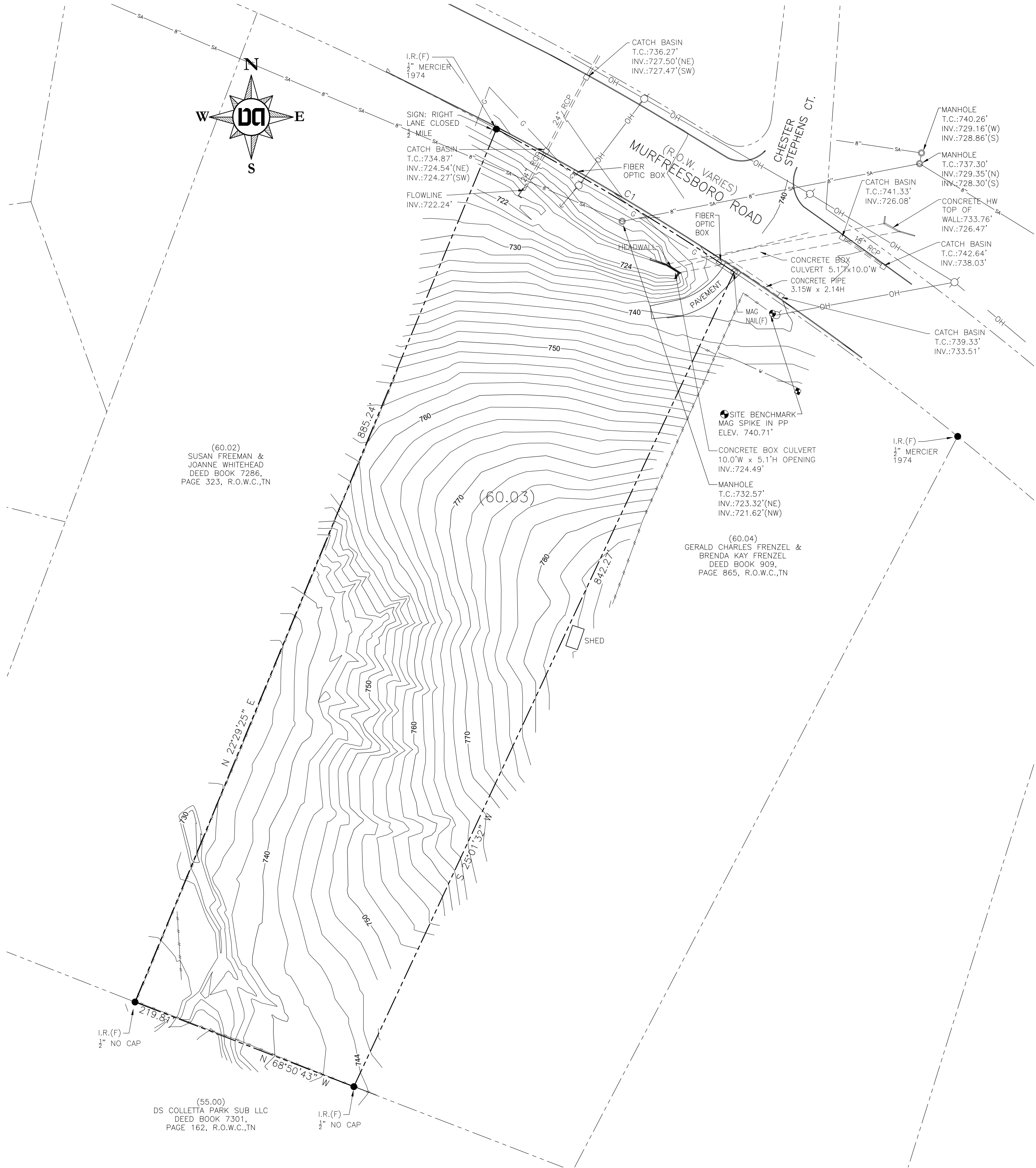


TOTAL AREA = 206,637.07 ACRES
= 4.74 S.F.



LEGEND	
I.R.(F)	IRON ROD (FOUND)
I.R.(S)	IRON ROD (SET) W/PINK CAP
RCP	REINFORCED CONCRETE PIPE
ANCHOR	
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PROPERTY LINE	
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Curve Table					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	260.00'	2825.00'	5°16'23"	S 58°57'12" E	259.90'



GPS NOTE
RTK GPS (UTILIZING THE TDOT GNSS REFERENCE NETWORK) WAS USED ON THIS PROJECT.
POSITIONAL ACCURACY – SPECTRA PRECISION SP8– GNSS RECEIVER
RTK HORIZONTAL: 8 MM (0.026 FT) + 1 PPM
RTK VERTICAL: 15 MM (0.049 FT) + 1 PPM
DATES OF SURVEY – JULY 19, 2022
GPS LOCATIONS USED FOR THIS SURVEY WERE ESTABLISHED USING A VRS (VIRTUAL REFERENCE STATIONS) HORIZONTAL DATUM – NAD 83 (CORS 96), EPOCH 2002
VERTICAL DATUM – NAVD88 [GEOID03]

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 3. THE NORTH-WESTERLY CORNER OF THE PROPERTY IS 672.7'± FROM THE APPROXIMATE CENTERLINE INTERSECTION OF CHESTER STEPHENS ROAD AND MURFREESBORO ROAD (HWY 96).
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November 8, 2022
DATE

STEVEN C. MATTHEWS TN. RLS #2352

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0 Murfreesboro Road
Being Parcel 60.03 on Tax Map 79
Franklin, Williamson County, Tennessee

Owner /Developer:

Ten10, LLC
4302 N. Chapel Road
Franklin, TN 37067

Rev:

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Dale & Associates

516 Heather Place
Nashville, Tennessee 37204
(615) 297-5166



Consulting Civil Engineering
Land Planning & Zoning
Landscape Architecture
Surveying

Project # 22093

Sheet 1 of 1

**MURFREESBORO ROAD PROPERTY
ANNEXATION, PLAN OF SERVICE,
AND ZONING
ORDINANCE 2022-48
RESOLUTION 2022-88
RESOLUTION 2022-89**

Project Information

Existing Land Use: Vacant

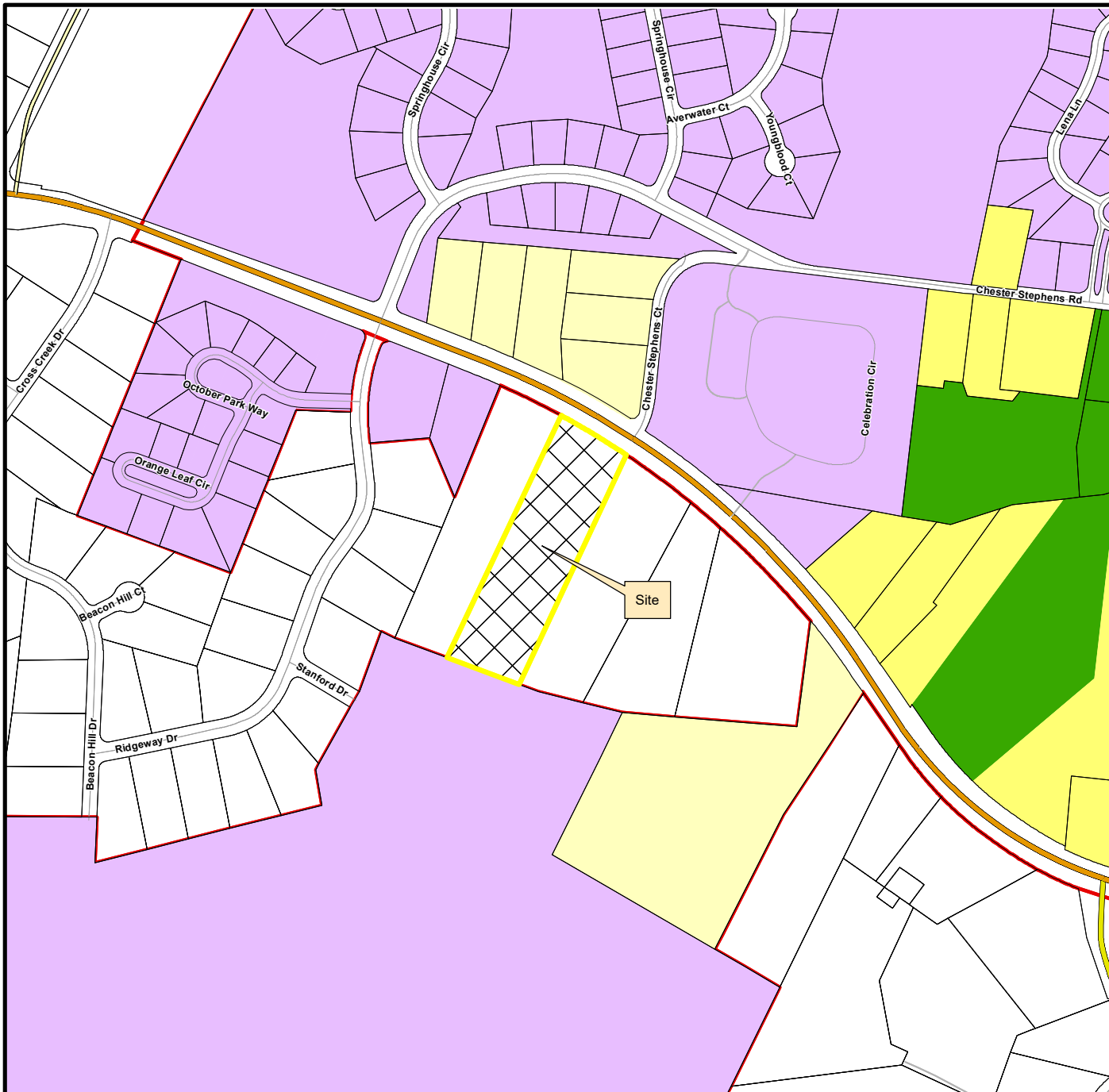
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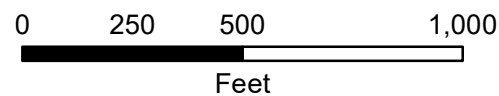
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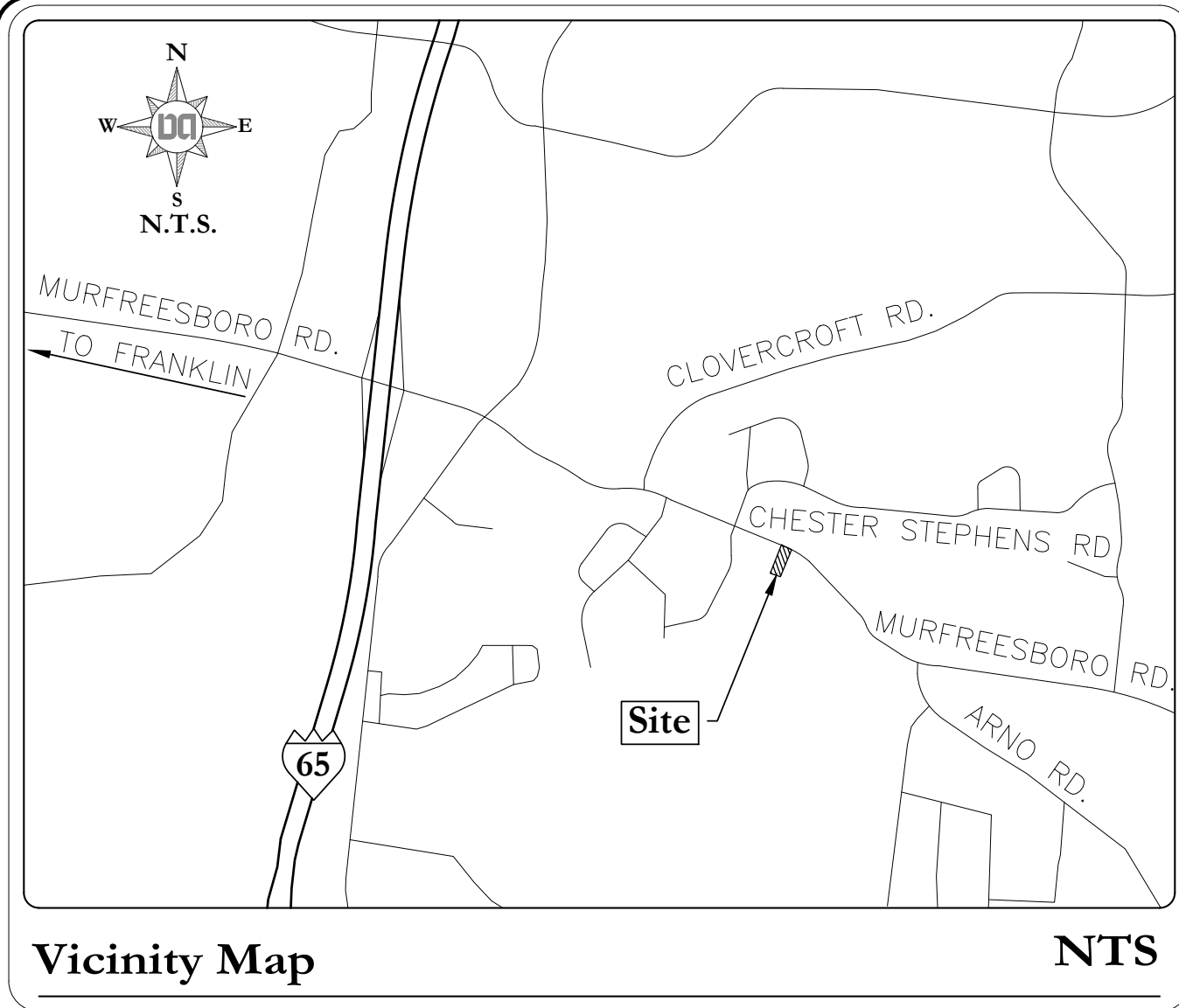
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HISTORIC
FRANKLIN
TENNESSEE



Curve Table					
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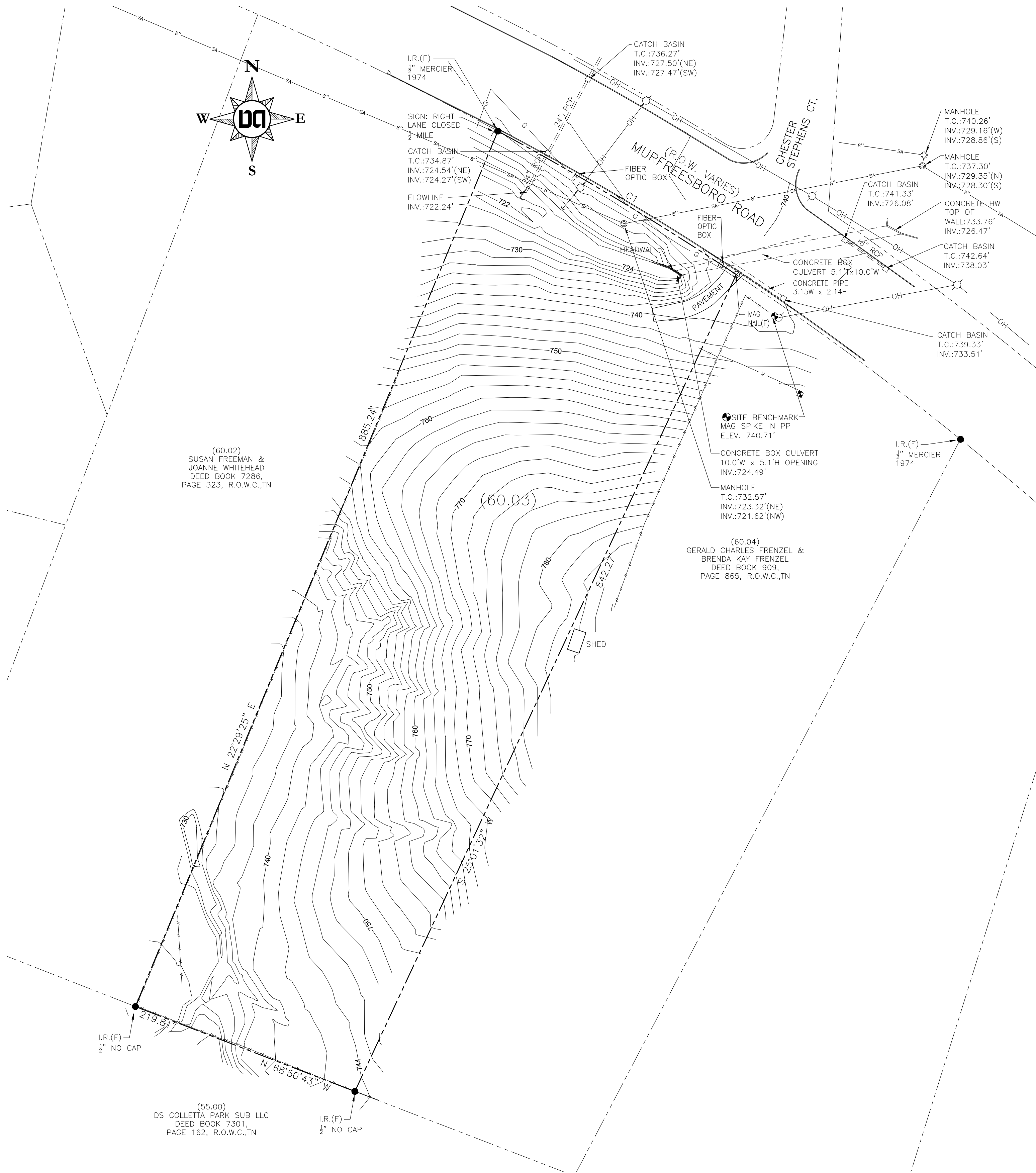


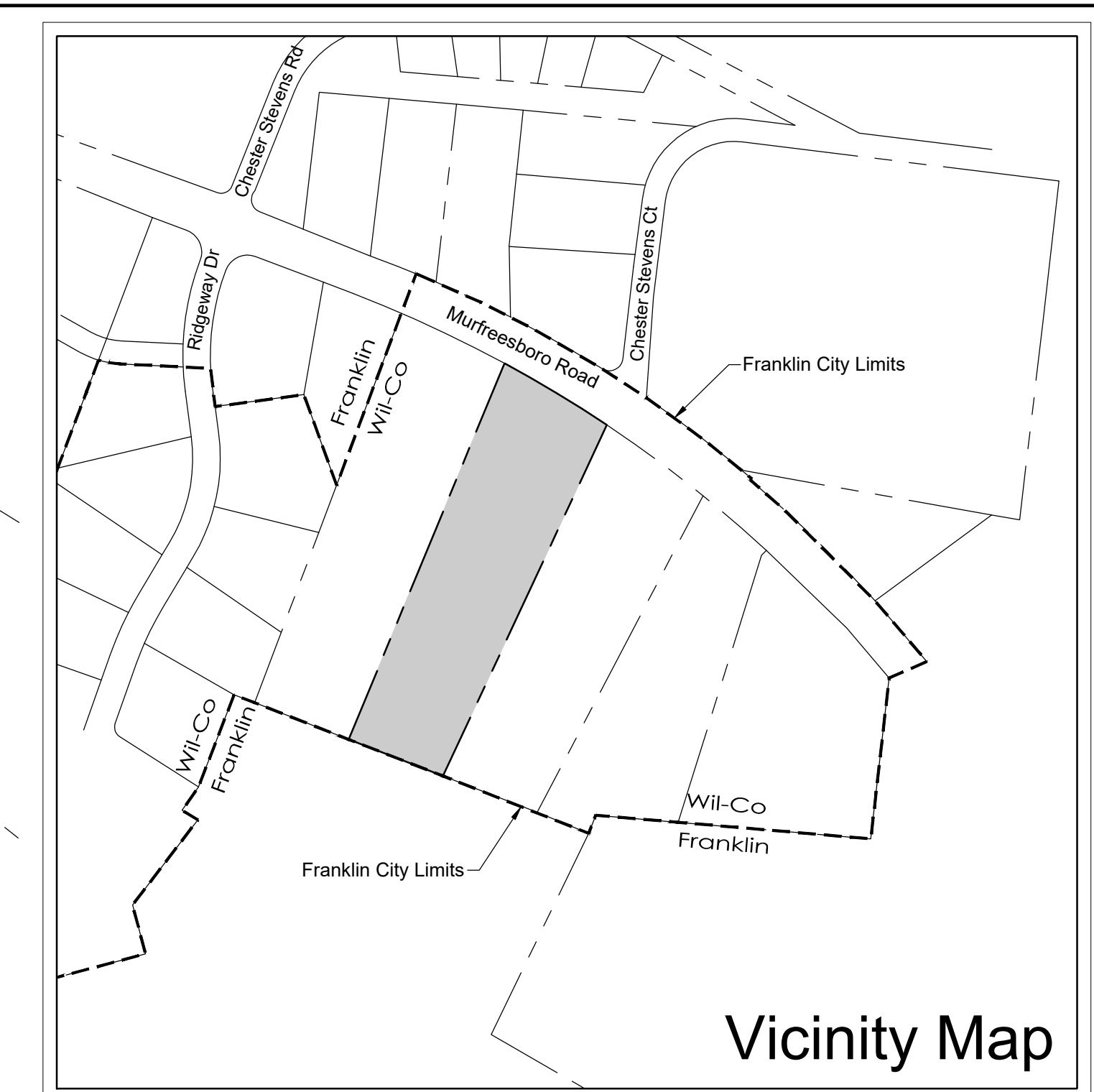
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Project # 22093

Sheet 1 of 1

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Envision Franklin

Character Area: Seward Hall

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The property is located along a major arterial and is about a half mile east of a commercial area where Murfreesboro Road intersects Interstate 96. The land uses in general proximity to the property are predominantly single family residential, with some multi-family residential, as well as small rural-type business. The proposed use for the property is anticipated to be single family residential, which would be compliant to the existing land uses in the area, and also coincide with the design concept of Single Family Residential as defined in Envision Franklin.

Water - Property is located in Milcrofton Water District. Water will be served via a public main.
Water Demand is estimated at 700 gpd. (350 gpd x 2 houses projected)

Sewer - There is an existing sewer main along the frontage of the property that is owned by City of Franklin. Property will be served by gravity sewer service connecting to the main.

Water Re-Use - Not Applicable

Stormwater Drainage - Property drains to an existing conveyance along the frontage of the property. City of Franklin Stormwater Regulations will be applied at time of development.

Fire Station - the nearest fire station is located at 1061 Cool Springs Boulevard, and is approximately 1.85 miles away.

SCHOOLS
Elementary - Trinity Elementary
Middle - Page Middle School
High - Page High School

Refuse/Sanitation - to be picked up by City of Franklin via individual bins.

Project Name: 0 Murfreesboro Road

Map 79, Parcels 60.03
Total Site Area - 4.74 Ac. (206,637 sq ft)

Current Zoning: MGA-1 (Williamson County)
Overlay Zoning: None

Owner
Ten10, LLC
Contact: George Girjel
4302 N. Chapel Road
Franklin, TN 37067
Email: george@cdjrfranklin.com

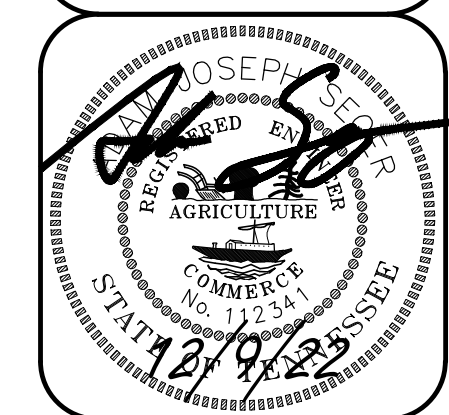
Engineer
Dale and Associates, PLLC
Contact: Adam Seger, PE
516 Heather Place
Nashville, TN 37204
615-297-5166
adam@daleandassociates.net

Floodnote
This Property does Not Lie Within a Flood Hazard Area as
Depicted on the Current Flood Insurance Rate Maps
(FIRM) Number 47187C0220F, Dated 9/29/06.

Drawing Date:
December 9, 2022

Review Revisions

Annexation Plan
0 Murfreesboro Road
Map 79, Parcel 60.03
Franklin, Williamson County, Tennessee



Annexation Plan



Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying

516 Heather Place
Nashville, TN 37204
(615) 297-5166

D&A Project #22093
0 Murfreesboro Rd
C1.0

D&A Project #22093
0 Murfreesboro Rd
C1.0



File #: 21-02524

DATE: January 25, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Chelsea Randolph, Principal Planner

SUBJECT:

Consideration Of Resolution 2022-83, A Resolution Amending The Colletta Park PUD Subdivision To Extend The Vested Rights, For The Property Located Northeast Of South Carothers Road And South Of Murfreesboro Road. Establishing A Public Hearing On March 14, 2023
FMPC 1/26/23, 9-0

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

VESTED PROPERTY RIGHTS INFORMATION

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

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

THE REQUEST

The request is to extend the vesting period for three years, from December 12, 2023 until December 12, 2026, to allow the applicant to commence construction. This is a second vesting extension request. The first extension request was approved on December 9, 2021 and it extended the original

vesting date from December 12, 2022 to December 12, 2023.

APPROVAL HISTORY AND PROJECT DESCRIPTION

The approval process for this site began in September 2015, and included a request for Annexation, Plan of Services, Zoning, and a Development Plan. The property was annexed and zoned in December 2016. With their vote, the BOMA granted the less intense R-1 zoning district, rather than the one proposed by the developer, after a lengthy public hearing with many citizen comments.

The applicant continued to pursue a development plan. The development plan was heard by the FMPC on November 16, 2017. Staff recommended approval, with conditions, of the Development Plan. There were four public comments against the plan, stating opposition to lot size. The FMPC recommended approval of the Development Plan by a vote of 9-0. The item moved to the December 12, 2017, BOMA meeting for Public Hearing. Twenty citizens spoke against the plan, stating opposition to the street connectivity design, additional traffic, and lot sizes. The BOMA voted to approve the development plan, with conditions, by a vote of 4-3.

The current development plan conforms to the then-approved R-1 zoning. The plan proposes 199 single-family lots with two Modifications of Standards (MOS) approvals. Lot widths vary between 65 feet-120 feet, with a handful of lots wider than 120 feet. Lots along the perimeter of the adjacent County subdivision are as wide or wider than their County neighbors, and a tree preservation easement runs the length of the western border along the Cross Creek Subdivision. The associated traffic study requires several offsite improvements, including improving Carothers Road to a three-lane connector road.

The Modification of Standards (MOS) requests were as follows:

1) Request to allow lots less than 1 acre in size: The Zoning Ordinance at the time the development plan was submitted only allowed single-family lots on a minimum lot size of 1 acre. This requirement was part of the Character Area Overlay District, which was based in the 2004 Land Use Plan. This development plan was submitted shortly after the adoption of Envision Franklin that replaced the 2004 Land Use Plan, and Envision Franklin supported the variety of single-family lots proposed in the development plan. Since the new Zoning Ordinance was being drafted to align better with Envision Franklin policies and since Envision Franklin supported the lots as proposed, staff recommended approval of the MOS. FMPC supported this MOS with a vote of 7-2, and the BOMA granted this MOS with a vote of 5-2.

2) Request to permit a cul-de-sac length longer than 500 feet and containing more than 20 lots: This request addressed both the north and south ends of the plan. At the northern property limits, the development abuts two existing County Roads, Stanford Drive and Beacon Hill Drive. After lengthy discussions at several public hearings where citizens spoke mostly against full connectivity to these Rights-Of-Way (R.O.W.), the BOMA made it clear their desire to make these connections emergency access only. The plan shows R.O.W. extending to the property limits with emergency access gates installed. Also, during this same timeframe, the Williamson County Highway Commission voted to permanently close public access to Beacon Hill Drive to allow only emergency access to Stanford Drive. Without full connectivity, the City streets extending to these County roads are considered cul-de-sacs and do not meet the design requirements outlined in the then-applicable development standards. At the southern property limits, R.O.W. is extended to the limits of the development, as required by the Zoning Ordinance. However, because the adjacent property is undeveloped, the last leg of this road is considered a cul-de-sac and exceeds the length limits. Conditions of approval were recommended for this MOS request. The connection to Stanford Drive would be limited to emergency connection only, the development would be limited to a maximum of 138 platted lots until a second access to Carothers Road was approved, and the lots on the southern drive would require fire sprinklers if a second point of connection was not made available prior to the platting of those lots.

Staff supported this MOS, with conditions. The FMPC recommended approval with conditions by a vote of 9-0, and the BOMA granted approval with conditions with a vote of 9-0.

CURRENT STATUS

A formal vesting extension was first requested in 2021 and approved, so the plan is vested until December 12, 2023. While it did receive a site plan approval, it does not have an active site plan. The acquisition of easements for extending sewer to the development has proved more cumbersome than initially anticipated. The applicant is currently pursuing re-approval of a site plan for the section of the plan closest to Carothers Road, for ten lots.

Please note, with the Zoning Ordinance update in 2019, all Planned Unit Developments were assigned to a Planned District (PD) Zoning District for simplicity of tracking properties that have associated Development Plans. This site's zoning was changed from R-1 to PD (1.0).

VESTING IMPACTS

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

In reviewing the plan against the current City regulations, the current plan generally complies. The length of cul-de-sacs still does not meet requirements but would now be reviewed under a Modification of Street Standards rather than a Modification of Standards associated with the Development Plan. Over the last five years, the Williamson County Highway Commission has voted to close other City R.O.W. connections to County roads, granting emergency access only, so the condition at Stanford Drive and Beacon Hill Drive is not likely to change. Also, the properties to the south are still undeveloped, so there is no change to connectivity in that location either. In terms of Zoning Ordinance compliance, staff could find only one major component of the plan that does not comply, Block Perimeter. At least one block within the development does not meet the maximum perimeter length of 2,400 feet.

Another vesting impact to consider is the currently approved offsite improvements identified in the traffic study. Several developments have been approved after Colletta Park which have included traffic studies and subsequent offsite agreements that have used Colletta Park's required improvements as existing conditions. If vesting expires, or a vesting extension is not granted, these other offsite improvement agreements may have to be re-evaluated and/or redesigned.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

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

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-66 if they determine that the continuation of vested rights is in the best interest of the community.

RESOLUTION 2022-83

A RESOLUTION AMENDING THE COLLETTA PARK PUD SUBDIVISION TO EXTEND THE VESTED RIGHTS, FOR THE PROPERTY LOCATED NORTHEAST OF SOUTH CAROTHERS ROAD AND SOUTH OF MURFREESBORO ROAD.

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, has approved the zoning for the property as part of Ordinance 2016-28; and

WHEREAS, BOMA has approved the Planned Unit Development for the property as part of Resolution 2017-62; 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 initiates a vesting period during which the development standards adopted by the City and in effect on the date of approval; and

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

WHEREAS, the Colletta Park PUD vesting period began on December 12, 2017, and met the first vesting milestone by obtaining approval of a final development plan, securing a permit, and commencing site preparation, thereby extending vesting until December 12, 2022; and

WHEREAS, the Colletta Park PUD vesting period was granted an extension to December 12, 2023 on February 8, 2022; and

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

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

WHEREAS, the applicant has requested an extension of the vesting period for three years, until December 12, 2026.

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
079M---B02800062--01417	5.841.5
079M---B02900062--01418	1.217.77
089---05500	167.2
089---04304	22.5
089-04303	6.6
Total	199

SECTION II. That the attached Location Map (Exhibit A) shall serve the purpose of further delineating the geographical boundaries as described by this Resolution.

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

Entitlements	Colletta Park PUD
Base Zone District	Residential-1 (R1)
Character Area Overlay	SWCO-3/MECO-6
Other Zoning Overlays	N/A
Development Standard	Conventional
Number of Dwelling Units	199
Connectivity Index	1.31
Open Space Requirements	65.44
Number of Phases in Development	7

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

MOS 1: Lots less than 1 Acre Approved: __X__ Denied: ____	Section 3.5.10(2)(d)(iii) Lots required to be between one to five acres.
---	---

	Staff recommended <u>Approval</u> .
MOS 2: Cul-De-Sac length greater than 500 feet Approved: __X__ Denied: ____	Section 5.10.8(1)(d) Cul-De-Sac length is limited to 500 feet or less. Staff recommended <u>Approval</u> .

SECTION V. That the original vesting period was initiated on December 12, 2017, and was set to expire on December 12, 2022, and was extended to December 12, 2023 last year. The amended development plan will now have until December 12, 2026, to secure any necessary permits and commence construction.

SECTION VI. That the total vesting period of fifteen (15) years shall not be extended. If construction commences during this extended vesting period, the development standards applicable during the vesting period shall remain in effect until the local government has certified final completion of the development or project; provided, the total vesting period for the project shall not exceed fifteen (15) years from the date of the original approval of the preliminary development plan December 12, 2017 and shall remain at December 12, 2032.

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

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

Eric S. Stuckey
 City Administrator

Dr. Ken Moore
 Mayor

Approved as to form by:

 Shauna R. Billingsley
 City Attorney

PLANNING COMMISSION RECOMMENDED:

PUBLIC HEARING HELD:

**EXHIBIT A
RESOLUTION 2022-83
COLLETTA PARK PUD SUBDIVISION
VESTING EXTENSION REQUEST**

Project Information

Existing Zoning: PD

Vested Zoning: R-1

Existing Land Use: Vacant

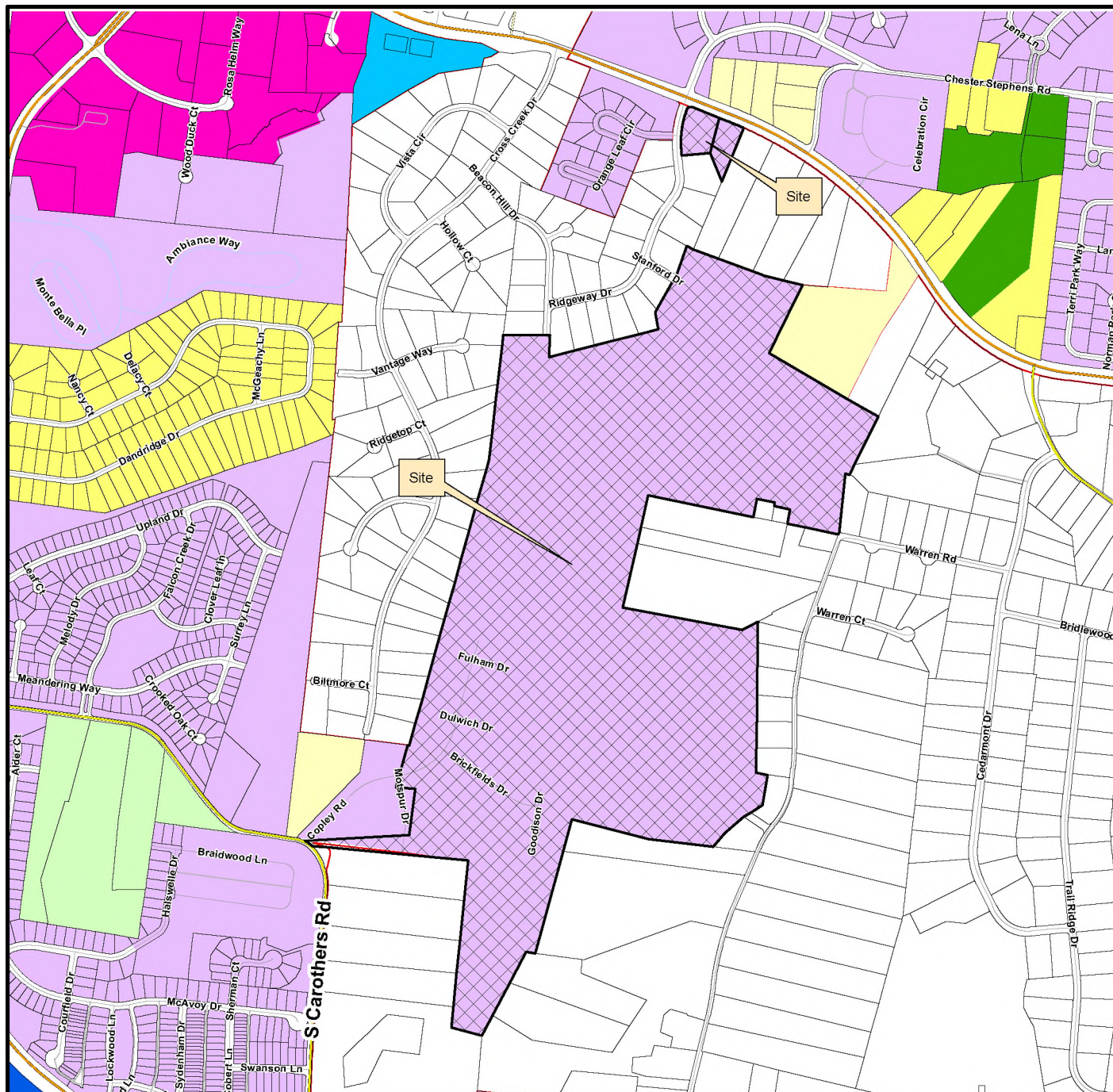
Proposed Land Use: Residential

Site Acreage: 199 acres

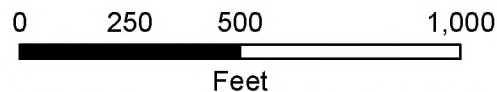
Proposed Number of Dwelling Units: 199

Legend

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



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

COLLETTA PARK PUD SUBDIVISION DEVELOPMENT PLAN

Franklin, Williamson County, Tennessee

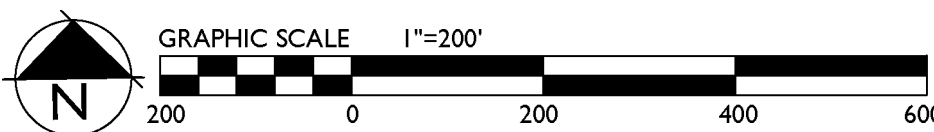
Franklin, Williamson County, Tennessee

Revision	Date
△	_____
△	_____
△	_____
△	_____

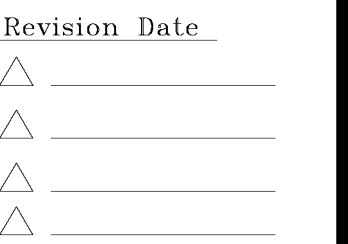
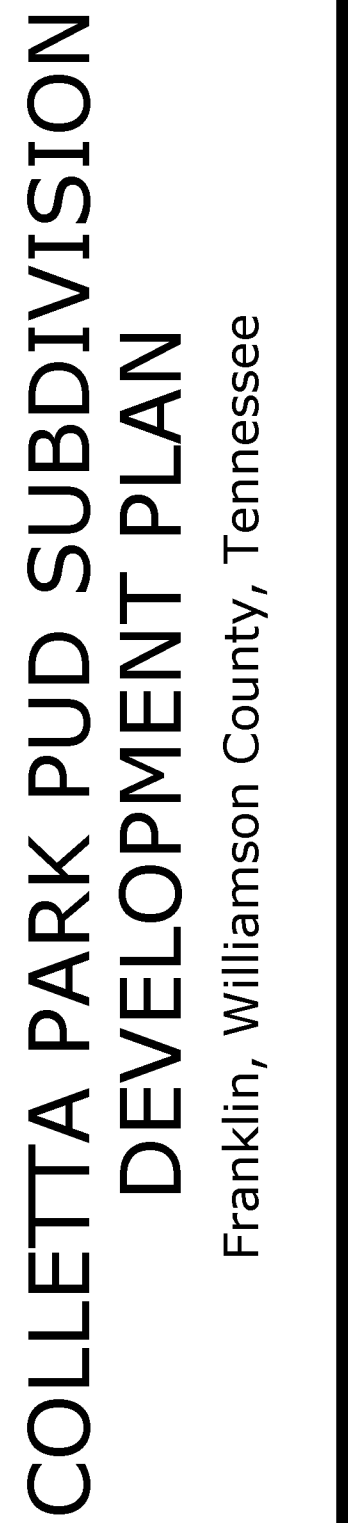
DEVELOPMENT PLAN

C2.0
COF 6559

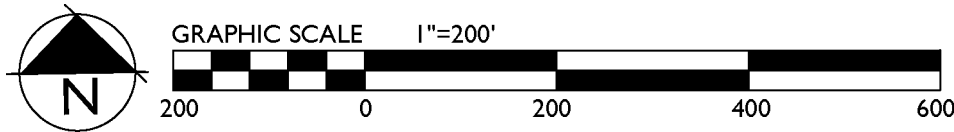
NOTE: AS ACCESS POINTS AND IMPACTS TO THE STREET NETWORK ARE DETERMINED, THE STATEMENT OF IMPACTS MAY NEED TO BE REVISED



* CRITICAL LOTS (CONTAINING SLOPES OVER 14%)



C2.1
COF 6559



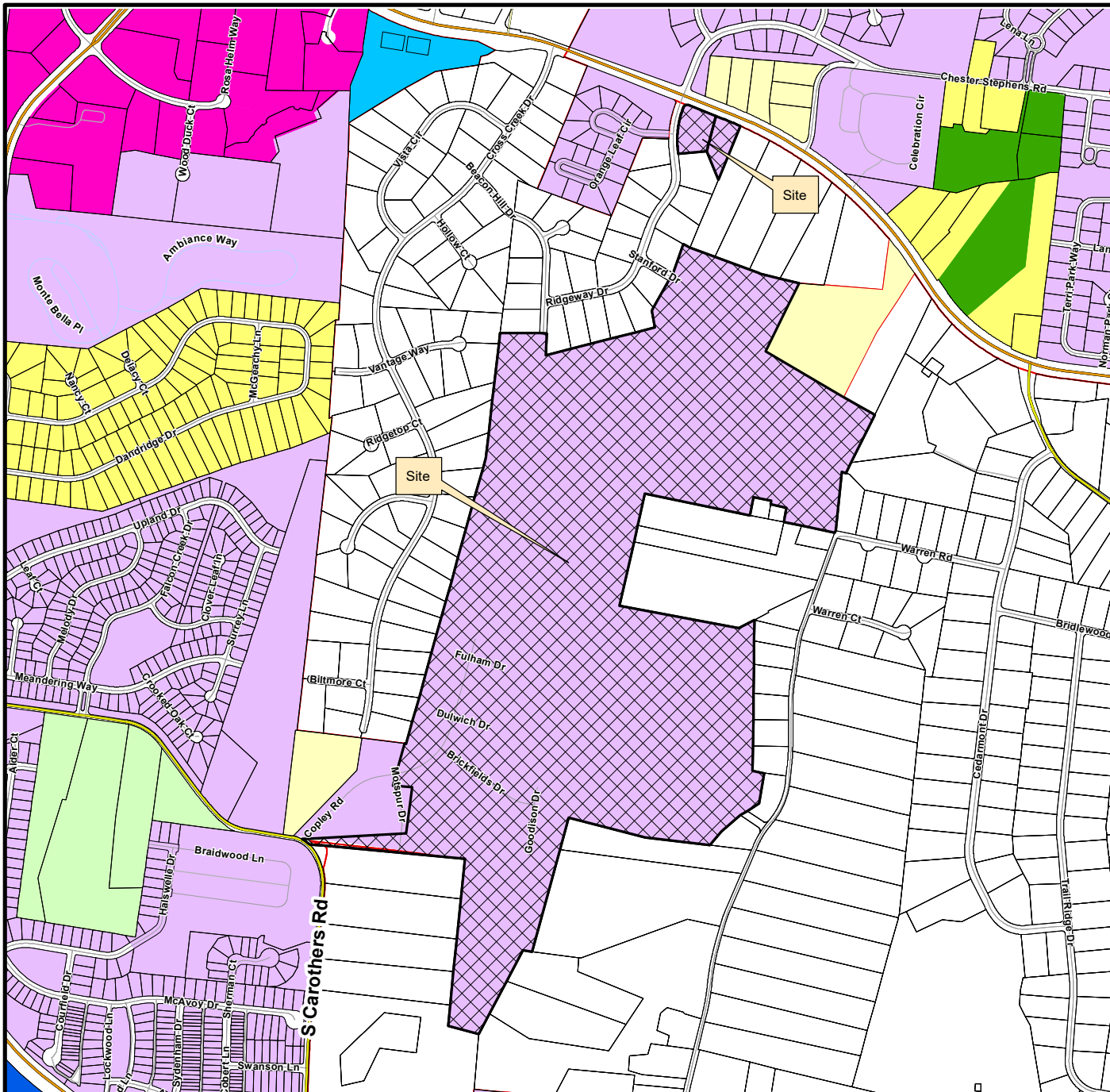
**EXHIBIT A
RESOLUTION 2022-83
COLLETTA PARK PUD SUBDIVISION
VESTING EXTENSION REQUEST**

Project Information

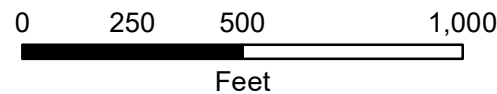
Existing Zoning: PD
Vested Zoning: R-1
Existing Land Use: Vacant
Proposed Land Use: Residential
Site Acreage: 199 acres
Proposed Number of Dwelling Units: 199

Legend

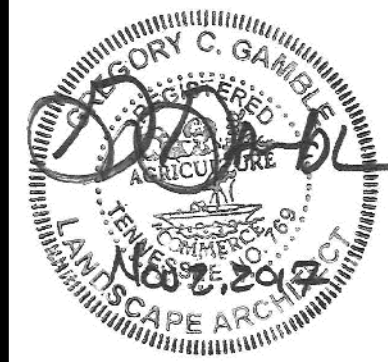
-  Colletta Park PUD
-  AG Agricultural District
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-  R3 Residential 3 District
-  R4 Residential 4 District
-  R6 Residential 6 District
-  MR Mixed Residential District
-  PD Planned District
-  OR Office Residential District
-  CI Civic Institutional District
-  NC Neighborhood Commercial
-  CC Central Commercial District
-  DD Downtown District
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-  5TH Avenue District
-  RC6 Regional Commerce 6 District
-  RC12 Regional Commerce 12 District
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HISTORIC
FRANKLIN
TENNESSEE



Revision	Date
△	
△	
△	
△	

DEVELOPMENT PLAN

C2.0
COF 6559

REQUESTED MODIFICATIONS OF STANDARDS COLLETTA PARK PUD SUBDIVISION

MOS 1

#1. Modification of Standards Request for Zoning Ordinance Section 3.5.10(2)(d)(iii) SWCO-3 Standards

The applicant requests a Modification of Standards as it relates to the following item for the Seward Hall, Special Area 3: "new development shall be restricted to detached residential dwellings on lots with a minimum lot area of one to five acres." While this design criteria is appropriate for a portion of the proposed Colletta Park, it would not allow the development to appropriately transition to the high density development of the Carothers Parkway corridor. Approval of this MOS would allow the develop pattern in the proposed Colletta Park to transition between the two divergent, existing development patterns.

MOS 2

#2. Modification of Standards Request for Cul-de-sac length.

The applicant requests a Modification of Standards to permit a cul-de-sac longer than 500 feet and containing more than 20 lots in two locations. The first location is to the north with the roadway that ends at an emergency connection to Stanford Drive, and the second is located at the southern drive where future connection is planned to Carothers Road and to Simmons Ridge. Lots on the southern drive would require fire sprinklers if a second point of access is not made available prior to platting of the lots.

DESIGN MODIFICATION - CONNECTIVITY INDEX

Due to Williamson County's limitations on connectivity to Beacon Hill and Stanford Drive, existing development without access on the western boundary, and topographic constraints along Warren Road, the client requests a design modification for connectivity.

MODIFICATION OF STREET STANDARD

Applicant requests a right of way width of 50 feet. The new street standards require a 52' ROW. The street standards were updated during Colletta Park's design process. The difference between the two standards is a 5' tree planting zone in the 50' ROW and a 6' tree planting zone in the 52' ROW.

SPECIAL CONDITION

Colletta Park's northern connection to Stanford Drive is limited to emergency connection only. Colletta Park has a full access off of Carothers Road, and will participate in improving Carothers Road to a three-lane collector. Due to the limited roadway connections, the development will be restricted to a maximum of 138 platd lots prior to the development plan or preliminary plat approval of a second access to Carothers Road.

OPEN SPACE REQUIREMENT CHART:

MINIMUM OPEN SPACE REQUIREMENT: 15%
SITE AREA: 189 AC
OPEN SPACE ACREAGE REQUIRED: 29.85 AC
FORMAL OPEN SPACE REQUIRED: 34% (10.15 AC)
INFORMAL OPEN SPACE REQUIRED: 66% (19.70 AC)

OPEN SPACE PROVIDED:

KEY	CLASSIFICATION	TYPE	AREA OF OPEN SPACE
1001	FORMAL	PARK	117,867 SF (2.77 AC)
1002	INFORMAL	GREEN BELT	101,543 SF (2.33 AC)
1003	INFORMAL	GREEN BELT	78,859 SF (1.81 AC)
2001	INFORMAL	GREEN BELT	103,006 SF (2.38 AC)
2002	FORMAL	PARK	73,988 SF (1.70 AC)
2003	INFORMAL	GREEN BELT	337,171 SF (7.74 AC)
3001	INFORMAL	GREEN BELT	264,097 SF (6.06 AC)
3002	FORMAL	PARK	29,014 SF (0.67 AC)
3003	FORMAL	PARK	55,350 SF (1.27 AC)
3004	INFORMAL	GREEN BELT	1,421,137 SF (32.62 AC)
4001	INFORMAL	GREEN BELT	2,718 SF (0.06 AC)
4002	INFORMAL	GREEN BELT	2,700 SF (0.06 AC)
5001	INFORMAL	GREEN BELT	41,619 SF (0.96 AC)
5002	FORMAL	PARK	19,189 SF (0.44 AC)
6001	INFORMAL	GREEN BELT	7,668 SF (0.18 AC)
6002	FORMAL	ALLENITY	153,833 SF (3.53 AC)
6003	INFORMAL	GREEN BELT	10,655 SF (0.24 AC)
6004	INFORMAL	GREEN BELT	17,961 SF (0.41 AC)
7001	INFORMAL	GREEN BELT	73,281 SF (1.68 AC)
7002	INFORMAL	GREEN BELT	48,923 SF (1.12 AC)
7003	INFORMAL	GREEN BELT	123,477 SF (2.83 AC)

NON-BUILDABLE LOTS:

KEY	AREA
1	151,589 SF (3.48 AC)
2	46,074 SF (1.06 AC)
3	35,722 SF (0.82 AC)

TOTAL NON-BUILDABLE LOT AREA: 5.36 AC

TOTAL FORMAL OPEN SPACE PROVIDED: 10.32 AC

TOTAL INFORMAL OPEN SPACE PROVIDED: 60.48 AC

TOTAL OPEN SPACE PROVIDED: 70.80 AC (35.6%)

LOCAL COMPATIBILITY:

COLLETTA PARK IS LOCATED IN THE SINGLE FAMILY CHARACTER AREA OF ENVISION FRANKLIN. THE CHARACTER OF THE SURROUNDING AREA IS ALSO SINGLE FAMILY HOMES.

CHARACTER AREA: SINGLE FAMILY

APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL

- THE EXISTING USES ADJACENT TO THE PROPOSED NEIGHBORHOOD IN FRANKLIN EAST, CROSS CREEK, AND ON WARREN ROAD ARE SINGLE FAMILY DETACHED HOMES ON LARGE LOTS. THE EXISTING NEIGHBORHOODS ARE LOCATED OUTSIDE OF THE CITY OF FRANKLIN AND WERE DEVELOPED PRIOR TO PUBLIC SEWER BEING AVAILABLE. LOTS OF EQUAL SIZE ARE PROPOSED ADJACENT TO THESE SUBDIVISIONS.
- THE LAND USE PLAN FOR THIS SPECIAL AREA STATES THAT THERE ARE "MANY AREAS THAT ARE ENVIRONMENTALLY SENSITIVE". THE PROPOSED DEVELOPMENT PLAN PRESERVES SIGNIFICANT QUANTITIES OF OPEN SPACE BOTH AS A BUFFER TO ADJOINING USES AS WELL AS TO PROTECT ENVIRONMENTALLY SENSITIVE AREAS.
- THE LAND USE PLAN STATES THAT NEW GROWTH SHALL BE ENCOURAGED ONLY IN AREAS WHERE ADEQUATE PUBLIC WATER, SEWER AND STREETS ARE PLANNED. THE APPLICANT HAS PROPOSED EXTENDING THE PUBLIC SEWER TO THE SOUTH WHERE A MAIN INTERCEPTOR IS LOCATED IN THE CAROTHERS ROAD CORRIDOR, AND TO THE NORTH WHERE A MAIN INTERCEPTOR IS LOCATED ADJACENT TO OCTOBER PARK SUBDIVISION.
- THE LAND USE PLAN STIPULATES THAT SMALLER LOTS SHOULD NOT BE LOCATED ON THE EXTERIOR OF A PROPOSED DEVELOPMENT ADJACENT TO OR ACROSS THE STREET FROM LARGER LOTS OF AN EXISTING DEVELOPMENT. THE PROPOSED PLAN PROVIDES SINGLE FAMILY HOME LOTS ON LOTS COMPARABLE IN SIZE TO ADJOINING USES AND ARE SEPARATED FROM THEM BY OPEN SPACE BUFFERS. THE PROPOSED DEVELOPMENT TRANSITIONS SOUTH TO SMALLER LOTS IN PROXIMITY TO THE CAROTHERS ROAD CORRIDOR.
- THE PROPOSED DEVELOPMENT INCORPORATES A NUMBER OF OPEN SPACES THAT ARE PROPOSED TO BE DEVELOPED INTO ACTIVE USE SPACES AND WILL QUALIFY AS FORMAL OPEN SPACES.
- PRESERVED AREAS AT THE PERIMETER OF THE SITE WILL BE DEVELOPED WITH WALKING TRAILS OF VARYING DEGREES OF DIFFICULTY FOR USE BY THE RESIDENTS.
- THIS PLAN REFLECTS THE CONTEMPORARY DEVELOPMENT PATTERNS OF THE CITY OF FRANKLIN AND IS CONSISTENT WITH MANY SIMILAR NEIGHBORHOODS THAT HAVE OCCURRED IN PROXIMITY TO COUNTY SUBDIVISIONS BUILT PRIOR TO PUBLIC SEWER AVAILABILITY AS THE CITY HAS ANNEXED NEW AREAS FOR GROWTH.

LANDUSE PLAN COMPLIANCE/ DESIGN CONCEPTS AND STANDARDS:

COLLETTA PARK IS A SINGLE FAMILY DETACHED RESIDENTIAL SUBDIVISION WHICH OFFERS A VARIETY OF LOT SIZES AND HOUSING OPTIONS. ACCESSSED IS PROPOSED FROM STANFORD DRIVE AT THE NORTH AND CAROTHERS ROAD AT THE SOUTH.

THE DESIGN STANDARDS PERMIT CONVENTIONAL DEVELOPMENT FORMS WITH TRANSITIONAL FEATURES TO MINIMIZE IMPACT ON THE EXISTING DEVELOPED PROPERTY. ENVISION FRANKLIN DESCRIBES THIS CHARACTER AREA AS SINGLE FAMILY. WITHIN THIS CHARACTER AREA, NEW LOTS ADJACENT TO EXISTING LOTS MUST BE OF EQUAL SIZE.

THE PROPOSED PLAN INCLUDES TRAFFIC CALMING SOLUTIONS ON STANFORD DRIVE AND RIDGEWAY DRIVE. THESE TRAFFIC CALMING CONCEPTS REQUIRE APPROVAL BY WILLIAMSON COUNTY. THESE INCLUDE REDUCING TRAFFIC SPEED, NARROWING THE TRAVEL LANES, PROVIDING PEDESTRIAN PATHS, AND INSTALLING SPEED HUMPS.

SMALLER LOTS ARE PLANNED TO THE SOUTH AS THE NEIGHBORHOOD APPROACHES CAROTHERS ROAD. THE LOTS ARE IN KEEPING WITH THE SIZE AND DENSITIES OF LOCKWOOD GLEN. THE TOTAL LOT DENSITY IS ONE UNIT PER ACRE.

SITE DATA:

PROJECT NAME:	COLLETTA PARK PUD SUBDIVISION
PROJECT NUMBER:	6559
SUBDIVISION:	NA
LOT NUMBER:	
ADDRESS:	1101 RIDGEWAY DRIVE, MURFREESBORO ROAD, FRANKLIN, WILLIAMSON, TENNESSEE
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	14TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	079 MB 02800, 079 MB 02900, 089 05500, 089 04303, 089 04304, R-1
EXISTING ZONING:	
CHARACTER AREA OVERLAY:	MECO-6, SWCO-3
OTHER APPLICABLE OVERLAYS:	NONE
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
TOTAL ACREAGE:	199 AC
TOTAL SQUARE FOOTAGE:	8,670,225 SF
MINIMUM REQUIRED SETBACKS:	SEE LOT DIAGRAMS - SHEET C2.2
FRONT YARD:	MINIMUM SETBACKS
REAR YARD:	ARE ESTABLISHED
SIDE YARD:	AS PART OF THE P.U.D.
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	144 SOUTHEAST PARKWAY SUITE 200, FRANKLIN, TN 37064
OFFICE PHONE:	615.975.5765
EMAIL ADDRESS:	greggambledesign@gmail.com
CONTACT:	GREG GAMBLE
BUILDING SQUARE FOOTAGE:	N/A
BUILDING HEIGHT:	2 STORY
LANDSCAPE SURFACE RATIO:	0.40
MINIMUM LANDSCAPE SURFACE RATIO:	0.30
MINIMUM PARKING REQUIREMENT:	2 SPACES PER SINGLE FAMILY HOME
MAXIMUM PARKING LIMIT:	N/A
EXISTING PARKING:	N/A
RESIDENTIAL DENSITY:	1.00 DUA
TREE CANOPY:	138.1 AC, 69.4 % OF EXISTING SITE
PARKLAND DEDICATION:	FEE IN LIEU (\$541,487.60)

OPEN SPACE:

OVERALL DENSITY:

NONRESIDENTIAL SQUARE FOOTAGE:

TOTAL ACREAGE BY USE, ENTIRE SITE:

TOTAL ACREAGE BY USE, PER SECTION:

TREE CANOPY RETENTION:

TREE AREA	EXISTING	REMOVED	RETAINED
TREE A	20,501 SF	0 SF	20,501 SF
TREE B	184,989 SF	126,918 SF	57,671 SF
TREE C	5,661,025 SF	3,605,008 SF	2,056,017 SF
TREE D	162,235 SF	108,317 SF	43,918 SF
TOTAL	6,018,356 SF	3,522,441 SF	2,178,113 SF

TREE CANOPY DATA

EXISTING TREE CANOPY: 6,018,356 SF

6,018,356 SF / 8,670,225 SF = 69.4% (69.4% OF TOTAL SITE)

REQUIRED CANOPY PRESERVATION =

38% OF TOTAL CANOPY

6,018,356 SF * 38% = 2,166,608 SF

PROVIDED CANOPY PRESERVED =

2,178,113 SF (36.2% OF TOTAL EXISTING CANOPY)

TREE PRESERVATION AREA

STREAM BUFFER

60' STREAM BUFFER

STATEMENT OF IMPACTS:

WATER:
WATER SERVICE WILL BE PROVIDED BY MILCROFTON UTILITY DISTRICT. 199 X 350 GPD = 69,650 GPD

SEWER:
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. FOR THE PORTION OF THE SITE IN THE MAYS CREEK BASIN, CONNECTION TO THE SEWER MAIN WILL BE MADE IN SIMMONS RIDGE TO THE SOUTH. FOR THE PORTION OF THE SITE IN THE WATKINS CREEK BASIN, CONNECTION WILL BE MADE TO THE NORTH TO THE SEWER MAIN IN OCTOBER PARK ON RIDGEWAY DRIVE.

REFURBISHED (REUSE) WATER FACILITIES:
NOT AVAILABLE

STREET NETWORK:
AS SHOWN ON THE MAJOR THOROUGHFARE PLAN - SEE SHEET C 4.0 OVERALL ROW AND ACCESS PLAN INCLUDING CONNECTIVITY ELEMENTS.

THE SITE IS LOCATED SOUTH OF HIGHWAY 96 EAST WHICH IS CLASSIFIED AS A MAJOR ARTERIAL. ACCESS TO THE NORTHERN PORTION OF COLLETTA PARK IS PROVIDED BY LOCAL STREETS VIA RIDGEWAY DRIVE AND STANFORD ROAD.

THE SOUTHERN PORTION OF COLLETTA PARK WILL HAVE CONNECTIONS TO SOUTH CAROTHERS ROAD.

FUTURE ROAD CONNECTIONS ARE PROVIDED. A FULL TRAFFIC IMPACT STUDY PREPARED BY FISCHBACH TRAFFIC GROUP, LLC AND REVIEWED BY A THIRD PARTY, LLC ENGINEERING PROVIDES GREATER DETAIL OF THE OVERALL IMPACT OF THE DEVELOPMENT ON THE EXISTING ROAD NETWORK.

DRAINAGE FACILITIES:
THE PROPERTY HAS THREE PRIMARY DRAINAGE BASINS. ONE DRAINS NORTH TO WATKINS CREEK. ONE DRAINS WEST THROUGH CROSS CREEK SUBDIVISION AND ONE DRAINS SOUTH TOWARDS SOUTH CAROTHERS ROAD.

POLICE AND FIRE DEPT:
FRANKLIN FIRE DEPT STATION #2 - 2.1 MILES DRIVING DISTANCE
COLUMBIA AVE. POLICE STATION - 2.7 MILES DRIVING DISTANCE

RECREATIONAL FACILITIES:
LIBERTY PARK - 3.0 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION:
199 HOMES X .64 STUDENTS = 128 PROJECTED STUDENTS

REFUSE COLLECTION:
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.

RESTRICTIVE COVENANTS:
A HOME OWNERS ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOA WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

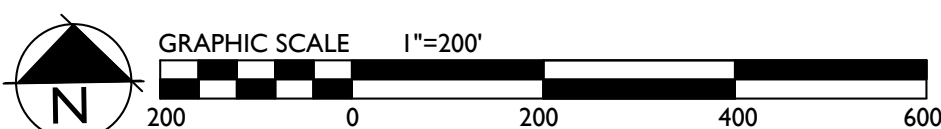
NOTE: AS ACCESS POINTS AND IMPACTS TO THE STREET NETWORK ARE DETERMINED, THE STATEMENT OF IMPACTS MAY NEED TO BE REVISED



SLOPES 14%-20%

SLOPES >20%

* CRITICAL LOTS (CONTAINING SLOPES OVER 14%)



COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee



Revision	Date
△	
△	
△	
△	

DEVELOPMENT
PLAN

C2.1
COF 6559



DEVELOPMENT PLAN

COLLETTA PARK PUD SUBDIVISION

COF 6559

MAP 89, PARCEL 55.00

MAP 79M B, PARCEL 28.00

MAP 79M B, PARCEL 29.00

MAP 089, PARCEL 43.03

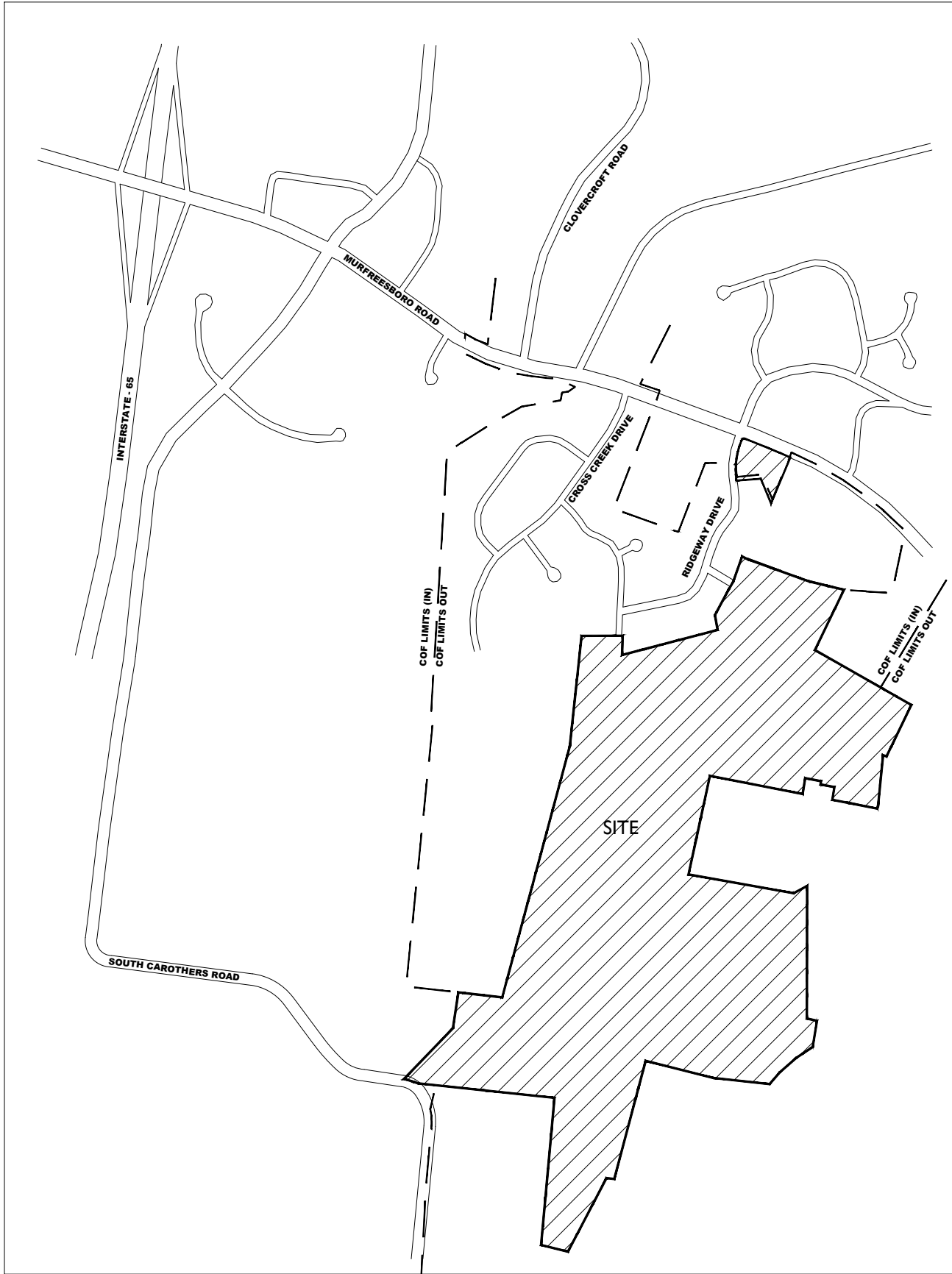
MAP 089, PARCEL 43.04

FRANKLIN, TENNESSEE

CIVIL DISTRICT 14

SHEET INDEX

- C 0.0 COVER SHEET
- C 1.0 NEIGHBORHOOD CONTEXT PLAN
- C 1.1 NEIGHBORHOOD CONTEXT PLAN
- C 1.2 OVERALL EXISTING CONDITIONS PLAN
- C 1.3 OVERALL EXISTING CONDITIONS PLAN
- C 2.0 DEVELOPMENT DEVELOPMENT PLAN
- C 2.1 DEVELOPMENT DEVELOPMENT PLAN
- C 2.3 TYPICAL ARCHITECTURE
- C 3.0 NORTH GRADING AND DRAINAGE PLAN
- C 3.1 SOUTH GRADING AND DRAINAGE PLAN
- C 4.0 NORTH ROW AND ACCESS PLAN
- C 4.1 SOUTH ROW AND ACCESS PLAN
- C 4.2 NORTH AUTOTURN PLAN
- C 4.3 SOUTH AUTOTURN PLAN
- C 5.0 NORTH UTILITY PLAN
- C 5.1 SOUTH UTILITY PLAN



REQUESTED MODIFICATIONS OF STANDARDS

COLLETTA PUD SUBDIVISION

MOS 1
#1. Modification of Standards Request for Zoning Ordinance Section 3.5.10(2)(d)(iii) SWCO-3 Standards
The applicant requests a Modification of Standards as it relates to the following item for the Seward Hall, Special Area 3: "new development shall be restricted to detached residential dwellings on lots with a minimum lot area of one to five acres." While this design criteria is appropriate for a portion of the proposed Colletta Park, it would not allow the development to appropriately transition to the high density development of the Carothers Parkway corridor. Approval of this MOS would allow the develop pattern in the proposed Colletta Park to transition between the two divergent, existing development patterns.

MOS 2
#2. Modification of Standards Request for Cul-de-sac length.
The applicant requests a Modification of Standards to permit a cul-de-sac longer than 500 feet and containing more than 20 lots in two locations. The first location is to the north with the roadway that ends at an emergency connection to Stanford Drive, and the second is located at the southern drive where future connection is planned to Carothers Road and to Simmons Ridge. Lots on the southern drive would require fire sprinklers if a second point of access is not made available prior to platting of the lots.

DESIGN MODIFICATION - CONNECTIVITY INDEX
Due to Williamson County's limitations on connectivity to Beacon Hill and Stanford Drive, existing development without access on the western boundary, and topographic constraints along Warren Road, the client requests a design modification for connectivity.

MODIFICATION OF STREET STANDARD
Applicant requests a right of way width of 50 feet. The new street standards require a 52' ROW. The street standards were updated during Colletta Park's design process. The difference between the two standards is a 5' tree planting zone in the 50' ROW and a 6' tree planting zone in the 52' ROW.

SPECIAL CONDITION
Colletta Park's northern connection to Stanford Drive is limited to emergency connection only. Colletta Park has a full access off of Carothers Road, and will participate in improving Carothers Road to a three-lane collector. Due to the limited roadway connections, the development will be restricted to a maximum of 138 platted lots prior to the development plan or preliminary plat approval of a second access to Carothers Road.

OWNER: 089 05500
ESTATE OF MARY ETTA ADAMS
32 COLONEL WINSTEAD DRIVE
BRENTWOOD, TN 37027
JOHN E. ADAMS, JR EXECUTOR
(615) 377-3219

OWNER: 079 MB 02800
GLENN R. ADAMS
PO BOX 680098
FRANKLIN, TN 37067

OWNER: 079 MB 02900
ROB G. ADAMS
PO BOX 680098
FRANKLIN, TN 37067

OWNER: 089 04303
WATKINS PATTIE SUE
4344 S CAROTHERS RD
FRANKLIN, TN 37064

OWNER: 089 04304
DURNIN GEORGE V
4350 S CAROTHERS RD
FRANKLIN, TN 37064

APPLICANT:
GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TN 37064
615.975.5765
greggambles20@gmail.com
GREG GAMBLE

ENGINEER:
LAND SOLUTIONS COMPANY, LLC
2925 BERRY HILL DRIVE
NASHVILLE, TN 37204
615.300.8496
kevin@landsolutionsco.net
KEVIN ESTES

NOTE: AERIAL PHOTO, PARCEL LINES AND TOPOGRAPHIC INFORMATION
PROVIDED BY CITY OF FRANKLIN G.I.S.



LANDSCAPE ARCHITECT/PLANNER
GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY SUITE 200
FRANKLIN TN 37064
GREG GAMBLE, RLA (615) 975-5765
EMAIL ADDRESS: greggambles20@gmail.com



DEVELOPMENT PLAN

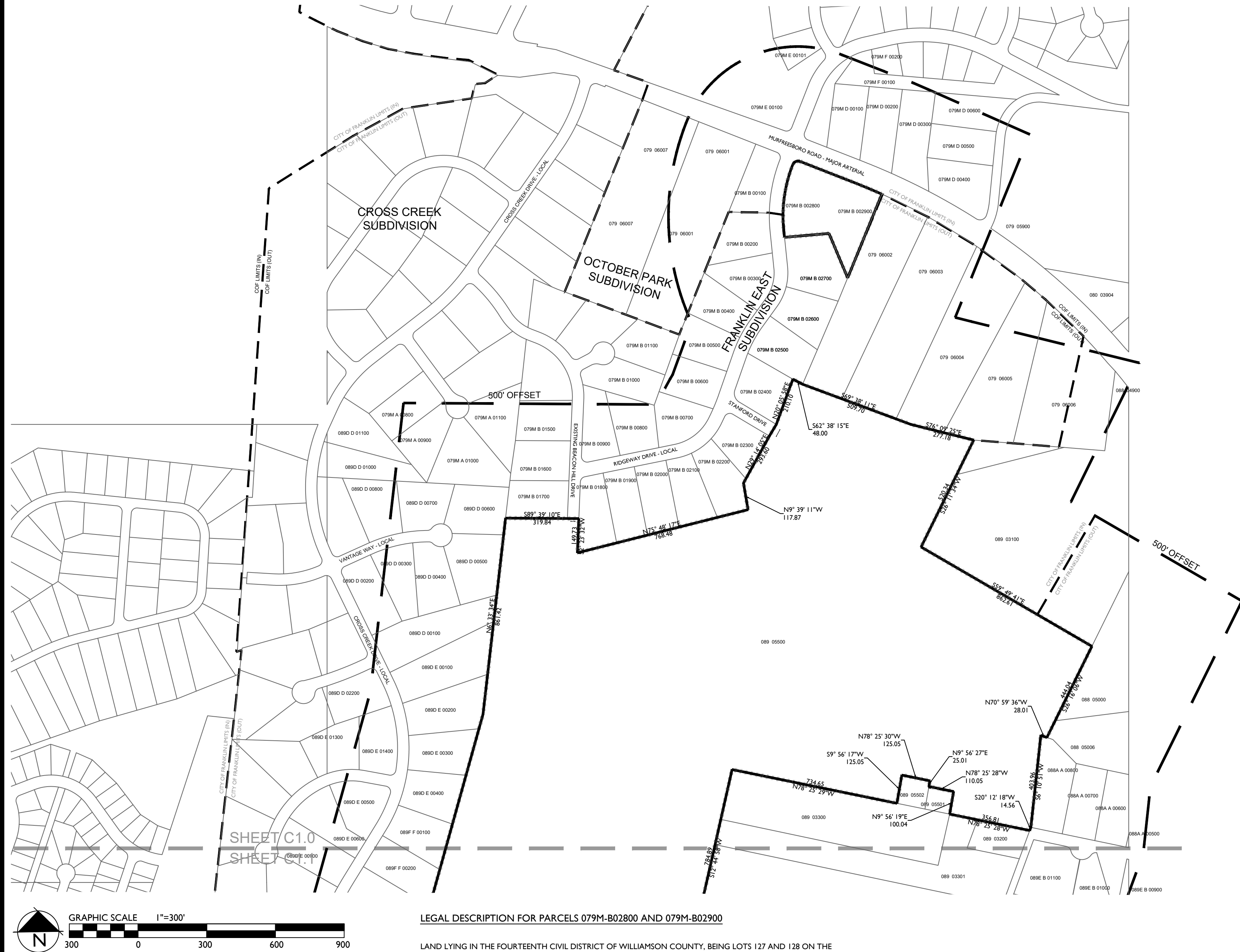
COLLETTA PARK PUD SUBDIVISION

COF # xxxx

FRANKLIN, TENNESSEE

SITE DATA:	
PROJECT NAME:	COLLETTA PARK PUD SUBDIVISION
PROJECT NUMBER:	6559
SUBDIVISION:	NA
LOT NUMBER:	
ADDRESS:	1101 RIDGEWAY DRIVE, MURFREESBORO ROAD FRANKLIN TENNESSEE
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	14TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	079 MB 002800 079 MB 002900 089 05500 089 04303 089 04304 R-1 MECO-6, SWCO-3 NONE CONVENTIONAL
EXISTING ZONING:	
CHARACTER AREA OVERLAY:	
OTHER APPLICABLE OVERLAYS:	
APPLICABLE DEVELOPMENT STANDARD:	
TOTAL ACREAGE:	199 AC
TOTAL SQUARE FOOTAGE:	8,670,225

PRE-APPLICATION SUBMITTAL	SEPTEMBER 22, 2017
INITIAL SUBMITTAL	OCTOBER 9, 2017
RESUBMITTAL	NOVEMBER 2, 2017
RESUBMITTAL	
REVISION	-



LEGAL DESCRIPTION FOR PARCELS 079M-B02800 AND 079M-B02900

LAND LYING IN THE FOURTEENTH CIVIL DISTRICT OF WILLIAMSON COUNTY, BEING LOTS 127 AND 128 ON THE FINAL PLAT FOR SECTION 1 OF FRANKLIN EAST, OF RECORD IN PLAT BOOK 6, PAGE 91, REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, AND CONTAINING 2.7 ACRES MORE OR LESS.

LEGAL DESCRIPTION FOR PARCELS 089-04303, 089-04304, & 089-05500

THE FOLLOWING LEGAL DESCRIPTION IS FOR LAND IN THE FOURTEENTH CIVIL DISTRICT OF WILLIAMSON COUNTY, LOCATED ON THE LANDS OF JAMES E. ADAMS, JR., OF RECORD IN DEED BOOK 2008, PAGE 702, R.O.W.C., TN, PATTI SUE WATKINS, OF RECORD IN DEED BOOK 6074, PAGE 249, R.O.W.C., TN, AND GEORGE V. DURNIN, OF RECORD IN DEED BOOK 1607, PAGE 1006, R.O.W.C., TN, AND MORE PARTICULARLY DESCRIBED IN AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH MARGIN OF SOUTH CAROTHERS ROAD, APPROXIMATELY 1650 FEET SOUTHEAST OF THE INTERSECTION OF FALCON CREEK DRIVE AND SAID SOUTH CAROTHERS ROAD;

THENCE, LEAVING THE NORTH MARGIN OF SAID SOUTH CAROTHERS ROAD, NORTH 44 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 621.82 FEET TO A POINT;

THENCE NORTH 08 DEGREES 24 MINUTES 25 SECONDS EAST, A DISTANCE OF 222.13 FEET TO A POINT;

THENCE SOUTH 82 DEGREES 57 MINUTES 01 SECONDS EAST, A DISTANCE OF 297.62 FEET TO A POINT;

THENCE SOUTH 81 DEGREES 57 MINUTES 51 SECONDS EAST, A DISTANCE OF 10.49 FEET TO A POINT;

THENCE NORTH 15 DEGREES 32 MINUTES 59 SECONDS EAST, A DISTANCE OF 2,025.58 FEET TO A POINT;

THENCE NORTH 06 DEGREES 33 MINUTES 34 SECONDS EAST, A DISTANCE OF 861.42 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 39 MINUTES 04 SECONDS EAST, A DISTANCE OF 319.84 FEET TO A POINT;

THENCE SOUTH 02 DEGREES 23 MINUTES 32 SECONDS WEST, A DISTANCE OF 149.73 FEET TO A POINT;

THENCE NORTH 75 DEGREES 48 MINUTES 17 SECONDS EAST, A DISTANCE OF 768.48 FEET TO A POINT;

THENCE NORTH 09 DEGREES 39 MINUTES 11 SECONDS WEST, A DISTANCE OF 117.87 FEET TO A POINT;

THENCE NORTH 29 DEGREES 14 MINUTES 05 SECONDS EAST, A DISTANCE OF 293.60 FEET TO A POINT;

THENCE NORTH 20 DEGREES 05 MINUTES 58 SECONDS EAST, A DISTANCE OF 210.10 FEET TO A POINT;

THENCE SOUTH 62 DEGREES 38 MINUTES 15 SECONDS EAST, A DISTANCE OF 48.00 FEET TO A POINT;

THENCE SOUTH 69 DEGREES 38 MINUTES 11 SECONDS EAST, A DISTANCE OF 509.70 FEET TO A POINT;

THENCE SOUTH 76 DEGREES 09 MINUTES 25 SECONDS EAST, A DISTANCE OF 277.18 FEET TO A POINT;

THENCE SOUTH 26 DEGREES 11 MINUTES 34 SECONDS WEST, A DISTANCE OF 520.34 FEET TO A POINT;

THENCE SOUTH 59 DEGREES 49 MINUTES 41 SECONDS EAST, A DISTANCE OF 862.61 FEET TO A POINT;

THENCE SOUTH 26 DEGREES 16 MINUTES 06 SECONDS WEST, A DISTANCE OF 444.04 FEET TO A POINT;

THENCE NORTH 70 DEGREES 59 MINUTES 36 SECONDS WEST, A DISTANCE OF 28.01 FEET TO A POINT;

THENCE SOUTH 06 DEGREES 10 MINUTES 51 SECONDS WEST, A DISTANCE OF 403.96 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 12 MINUTES 18 SECONDS WEST, A DISTANCE OF 14.56 FEET TO A POINT;

THENCE NORTH 78 DEGREES 25 MINUTES 28 SECONDS WEST, A DISTANCE OF 356.81 FEET TO A POINT;

THENCE NORTH 09 DEGREES 56 MINUTES 19 SECONDS EAST, A DISTANCE OF 100.04 FEET TO A POINT;

THENCE NORTH 78 DEGREES 25 MINUTES 28 SECONDS WEST, A DISTANCE OF 110.05 FEET TO A POINT;

THENCE NORTH 09 DEGREES 56 MINUTES 27 SECONDS EAST, A DISTANCE OF 25.01 FEET TO A POINT;

THENCE NORTH 78 DEGREES 25 MINUTES 30 SECONDS WEST, A DISTANCE OF 125.05 FEET TO A POINT;

THENCE SOUTH 09 DEGREES 54 MINUTES 17 SECONDS WEST, A DISTANCE OF 125.05 FEET TO A POINT;

THENCE NORTH 78 DEGREES 25 MINUTES 29 SECONDS WEST, A DISTANCE OF 734.65 FEET TO A POINT;

THENCE SOUTH 12 DEGREES 44 MINUTES 58 SECONDS WEST, A DISTANCE OF 784.89 FEET TO A POINT;

THENCE SOUTH 79 DEGREES 24 MINUTES 14 SECONDS EAST, A DISTANCE OF 830.08 FEET TO A POINT;

THENCE NORTH 62 DEGREES 28 MINUTES 37 SECONDS EAST, A DISTANCE OF 119.56 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 37 MINUTES 45 SECONDS WEST, A DISTANCE OF 1,031.05 FEET TO A POINT;

THENCE SOUTH 76 DEGREES 33 MINUTES 22 SECONDS EAST, A DISTANCE OF 81.00 FEET TO A POINT;

THENCE SOUTH 09 DEGREES 52 MINUTES 41 SECONDS WEST, A DISTANCE OF 206.49 FEET TO A POINT;

THENCE SOUTH 57 DEGREES 04 MINUTES 46 SECONDS WEST, A DISTANCE OF 151.05 FEET TO A POINT;

THENCE SOUTH 49 DEGREES 16 MINUTES 17 SECONDS WEST, A DISTANCE OF 170.39 FEET TO A POINT;

THENCE SOUTH 41 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 540.96 FEET TO A POINT;

THENCE NORTH 83 DEGREES 17 MINUTES 12 SECONDS WEST, A DISTANCE OF 441.91 FEET TO A POINT;

THENCE NORTH 75 DEGREES 19 MINUTES 30 SECONDS WEST, A DISTANCE OF 540.96 FEET TO A POINT;

THENCE SOUTH 15 DEGREES 23 MINUTES 08 SECONDS WEST, A DISTANCE OF 951.14 FEET TO A POINT;

THENCE NORTH 82 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 60.79 FEET TO A POINT;

THENCE SOUTH 28 DEGREES 07 MINUTES 56 SECONDS WEST, A DISTANCE OF 646.53 FEET TO A POINT;

THENCE NORTH 75 DEGREES 15 MINUTES 25 SECONDS WEST, A DISTANCE OF 215.00 FEET TO A POINT;

THENCE NORTH 05 DEGREES 42 MINUTES 26 SECONDS EAST, A DISTANCE OF 1,148.85 FEET TO A POINT;

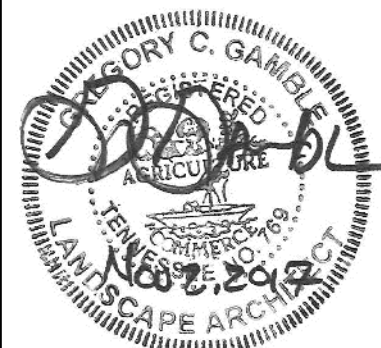
THENCE NORTH 83 DEGREES 24 MINUTES 21 SECONDS WEST, A DISTANCE OF 1,067.76 FEET TO A POINT, SAID POINT BEING IN THE NORTH MARGIN OF SAID SOUTH CAROTHERS ROAD;

THENCE, WITH THE NORTH MARGIN OF SAID SOUTH CAROTHERS ROAD, NORTH 71 DEGREES 12 MINUTES 54 SECONDS WEST, A DISTANCE OF 37.65 FEET TO A POINT;

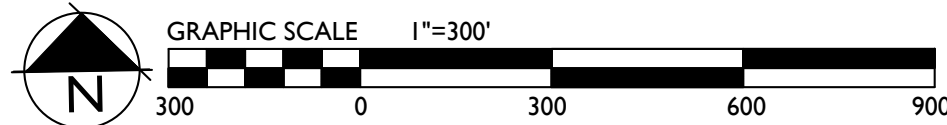
THENCE NORTH 73 DEGREES 31 MINUTES 47 SECONDS WEST, A DISTANCE OF 77.67 FEET TO THE POINT OF BEGINNING, AND CONTAINING 8,552,236.49 SQUARE FEET OR 196.33 ACRES MORE OR LESS.

500' NEIGHBORS LIST:

PARCEL ID	OWNER ADDRESS	OWNER	QTY	STATE	ZIP	ZONE	CHARACTER AREA	LAND-USE	DEV STANDARD
089-05500	MURFREESBORO RD	ADAMS JAMES E JR	Shanwood	TN	37027	MGA-1	SW CO-3	Vacant	Conventional
079-06003	MURFREESBORO RD	FRENZEL G CHARLES	Franklin	TN	37067	MGA-1	SW CO-3	Vacant	Conventional
079-06004	4091 MURFREESBORO RD	FRENZEL GERALD CHARLES JR	Franklin	TN	37067	MGA-1	SW CO-3	Residential	Conventional
079-06005	4085 MURFREESBORO RD	GOOD WALTER EARLE SR	Franklin	TN	37067	MGA-1	SW CO-3	Residential	Conventional
079M-A00900	109 HOLLOW CT	HAI BROOKS TRESA L	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-A01000	113 HOLLOW CT	KEENAN COLM	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-A01100	115 HOLLOW CT	LUNA JONES W	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B02000	1104 RIDGEWAY DR	PFEIFFER LEONARD M	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B02000	1108 RIDGEWAY DR	BRADSHAW ANTHONY	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B02000	1112 RIDGEWAY DR	FERGUSON MATTHEW ALLEN	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B02000	1114 RIDGEWAY DR	LAMBERT OLIVER J	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B02000	1206 RIDGEWAY DR	O'CONNELL PHILLIP	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B02000	1208 RIDGEWAY DR	RUEA KATHRYN L	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B02000	1210 RIDGEWAY DR	HANNIGAN PAUL D	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B01500	2001 BEACON HILL DR	WILLIS WADE A	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B01600	1986 BEACON HILL DR	PRUITT JAY R	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B01700	1991 BEACON HILL DR	CAPLEN BRIAN GEORGE	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B01900	1211 RIDGEWAY DR	SLINGERLAND RUTH	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B01900	1209 RIDGEWAY DR	BRITTON THOMAS DAVID	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B02000	1207 RIDGEWAY DR	SHOEMAKE JULIUS S	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B02100	1205 RIDGEWAY DR	PACKARD DONALD A	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B02200	1203 RIDGEWAY DR	OWENS MICHAEL A	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B02300	1101 STANFORD DR	BURNS WILLIAM C JR	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B02400	1115 RIDGEWAY DR	MOEHLE MARK A	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B02500	1111 RIDGEWAY DR	VEACH WILLIAM DENNIS	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B02600	1109 RIDGEWAY DR	ANDERS CARROLL SCOTT	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
079M-B02700	1106 RIDGEWAY DR	GOERZEN LAURIE	Franklin	TN	37067	NC	SW CO-3	Residential	Conventional
088-04800	4115 MURFREESBORO RD	WRIGHT GLEN EFFERSON	Franklin	TN	37067	MGA-1	SW CO-2	Residential	Either
088-05000	1986 CEDAR MONT DR	MOZELL TROY A	Thompson Station	TN	37179	MGA-1	SW CO-3	Est. Residential	Conventional
088-05001	4115 MURFREESBORO RD	CHURCH ST DUNSTANS EPISCOPAL	Franklin	TN	37210	MGA-1	SW CO-2	Residential	Either
088-05002	1972 CEDAR MONT DR	MOZELL TROY A	Franklin	TN	37067	MGA-1	SW CO-2	Residential	Either
088-05006	1982 CEDAR MONT DR	SLAUGHTER JAMES C	Franklin	TN	37067	MGA-1	SW CO-3	Residential	Conventional
088-05007	MURFREESBORO RD	CEMETERY HOLY CROSS MARSHALL	Franklin	TN	37067	MGA-1	SW CO-3	Civic	Conventional
088-05008	MURFREESBORO RD	CEMETERY MARSHALL	Franklin	TN	37067	MGA-1	SW CO-3	Civic	Conventional
088A-A00500	4208 WARREN RD	POMEROY DAVE GLENN JR	Franklin	TN	37067	MGA-1	SW CO-3	Residential	Conventional
088A-A00600	4211 WARREN RD	DOSUNMU BASIL OLUWAJIDE	Franklin	TN	37067	MGA-1	SW CO-3	Residential	Conventional
088A-A00700	4213 WARREN RD	PORTER JERRI L	Franklin	TN	37067	MGA-1	SW CO-3	Residential	Conventional
088A-A00800	4215 WARREN RD	ROBERTS HAL M	Franklin	TN	37067	MGA-1	SW CO-3	Residential	Conventional
089-03000	4340 S CAROTHERS RD	GLASS JEAN MARIE GILES	Franklin	TN	37067	R-1 (COF)	MECO-6	Agriculture	Conventional
089-03001	4336 S CAROTHERS RD	GLASS HARRY GREGORY	Franklin	TN	37067	R-1 (COF)	MECO-6	Residential	Conventional
089-03100	4113 MURFREESBORO RD	MOZELL TROY A	Thompson Station	TN	37179	MGA-1	SW CO-3	Est. Residential	Conventional
089-03200	4217 WARREN RD	HICKERSON LOU WILLIE	Franklin	TN	37067	MGA-1	SW CO-3	Residential	Conventional
089-03300	4221 WARREN RD	HICKERSON ROBERT JR	Franklin	TN	37064	MGA-1	SW CO-3	Est. Residential	Conventional
089-03301	4223 WARREN RD	HICKERSON LOU WILLIE	Franklin	TN	37067	MGA-1	SW CO-3	Vacant	Conventional
089-03500	4289 WARREN RD	KING WILLIAM ROBERT	Franklin	TN	37067	MGA-1	SW CO-3	Agriculture	Conventional
089-03501	4240 WARREN RD	HUMPHREY ROALD	Franklin	TN	37067	MGA-1	SW CO-3	Est. Residential	Conventional
089-03502	4244 WARREN RD	OFMAN LEE	Franklin	TN	37067	MGA-1	SW CO-3	Est. Residential	Conventional
089-03503	4248 WARREN RD	LASTER KELLY D	Franklin	TN	37067	MGA-1	SW CO-3	Est. Residential	Conventional
089-03504	4252 WARREN RD	SKAGGS FRANK P IV	Franklin	TN	37067	MGA-1	SW CO-3	Residential	Conventional
089-03505	4256 WARREN RD	KANDEL MARY E REVOCABLE TRUST	Franklin	TN	37067	MGA-1	SW CO-3	Est. Residential	Conventional
089-03506	4260 WARREN RD	DESANGE DEKEE T	Franklin	TN	37067	MGA-1	SW CO-3	Est. Residential	Conventional
089-03507	4264 WARREN RD	HOOD JONATHAN S	Franklin	TN	37067	MGA-1	SW CO-3	Est. Residential	Conventional
089-03508	4268 WARREN RD	MCGRATH ROBERT PAUL	Franklin	TN	37067	MGA-1	SW CO-3	Est. Residential	Conventional
089-03509	4272 WARREN RD	GREGUS JOSEPHA	Franklin	TN	37067	MGA-1	SW CO-3	Residential	Conventional
089-03600	4276 WARREN RD	HOOD JAMES ROBERT	Franklin	TN	37067	MGA-1	SW CO-3	Agriculture	Conventional
089-03602	4281 WARREN RD	PEREZ ANDRES	Franklin	TN	37067	MGA-1	SW CO-3	Est. Residential	Conventional
089-03607	4287 WARREN RD	HOOD JAMES ROBERT JR	Franklin	TN	37067	MGA-1	SW CO-3	Est. Residential	Conventional
089-03608	4283 WARREN RD	MOORE JERRY ADDISON JR	Franklin	TN	37067	MGA-1	SW CO-3	Est. Residential	Conventional
089-03700	4403 S CAROTHERS RD	SMITHS RIDGE JOINT VENTURE	Franklin	TN	37067	R-2 (COF)	MECO-6	Agriculture	Conventional
089-03800	4376 S CAROTHERS RD	SMITH STERLING C	Franklin	TN	37067	MGA-1	SW CO-3	Open Space	Conventional
089-03801	S CAROTHERS RD	SMITH STERLING C	Franklin	TN	37064	MGA-1	SW CO-3	Vacant	Conventional
089-03900	4372 S CAROTHERS RD	REDEL BERNHARD	Franklin	TN	37064	MGA-1	SW CO-3	Residential	Conventional
089-04000	4384 S CAROTHERS RD	HEITHCOCK JAMES S	Franklin	TN	37064	MGA-1	SW CO-3	Mixed Use	Conventional
089-04200	4352 S CAROTHERS RD	ANDERSON WILMA JUNE TRUST	Franklin	TN	37064	MGA-1	SW CO-3	Est. Residential	Conventional
089-04301	S CAROTHERS RD	LOOKWOOD DEXTER	Franklin	TN	37067	R-2 (COF)	MECO-6	Agriculture	Conventional
089-04302	4346 S CAROTHERS RD	PEDEEN RALPH H JR	Franklin	TN	37064	MGA-1	SW CO-3	Est. Residential	Conventional
089-04303	4348 S CAROTHERS RD	WATKINS PATTI SUE	Franklin	TN	37064	MGA-1	SW CO-3	Est. Residential	Conventional
089-04304	4350 S CAROTHERS RD	DURNIN GEORGE V	Franklin	TN	37064	MGA-1	SW CO-3	Agriculture	Conventional
089-04400	4341 S CAROTHERS RD	RUSSELL ROBERT	Franklin	TN	37067	ER	MECO-6	Agriculture	Conventional
089-05501	WARREN RD	MILCROFTON UTILITY DIST	Franklin	TN	37064	MGA-1	SW CO-3	Utilities	Conventional



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- NOTES:
1. PARCEL LINES PROVIDED BY CITY OF FRANKLIN G.I.S.
 2. SITE BOUNDARY PROVIDED BY LAND SOLUTIONS COMPANY

089-05502	MURFREESBORO RD	MILCROFTON UTILITY DIST	Franklin	TN	37084 MGA-1	SWCO-3	Utilities	Conventional
089D-000100	1149 CROSS CREEK DR	CRANSTON WALTER KEITH	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-000200	213 VANTAGE WAY	CHRISTOFFERSEN B MICHON	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-000300	209 VANTAGE WAY	MURPHY JOHN L	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-000400	205 VANTAGE WAY	WEL MICHAEL P	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-000500	201 VANTAGE WAY	RAMOS TIFFANY A	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-000600	200 VANTAGE WAY	JORDAN MARGARET	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-000700	204 VANTAGE WAY	JOHNSON VAIL	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-000800	208 VANTAGE WAY	BEASLEY EVERETT L JR	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-001000	1137 CROSS CREEK DR	HASSLER MICHAEL C	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-001100	1133 CROSS CREEK DR	OKERSON C ALBERT	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-002200	301 RIDGETOP CT	LINDLEY MATTHEW	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-003100	1153 CROSS CREEK DR	BRASIEL MIKE T	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-003200	1157 CROSS CREEK DR	SLEASON ALAN R	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-003300	1159 CROSS CREEK DR	YOUNG CLAYTON S	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-003400	1163 CROSS CREEK DR	MINCHEW ALAN B	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-003500	1162 CROSS CREEK DR	PRUITT TIMOTHY A	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-003600	409 CROSS CREEK CT	CASE STEVEN H	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-003700	409 CROSS CREEK CT	EVANS MICHAEL D	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-003800	1174 CROSS CREEK DR	WOOD CHARLES A JR	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-001400	404 CROSS CREEK CT	JOHNSON DAVID E	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089D-001500	400 CROSS CREEK CT	DONAHUE JOHN JR	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089E-A-00100	4229 WARREN RD	HEINSON HEATHER	Franklin	TN	37067 MGA-1	SWCO-3	Residential	Conventional
089E-A-00200	4233 WARREN RD	REINFRIED DANA	Franklin	TN	37067 MGA-1	SWCO-3	Residential	Conventional
089E-A-00300	4237 WARREN RD	SILMORE JOE H	Franklin	TN	37068 MGA-1	SWCO-3	Residential	Conventional
089E-A-00400	4241 WARREN RD	EBB DANIEL KOHT	Franklin	TN	37067 MGA-1	SWCO-3	Residential	Conventional
089E-A-00500	4245 WARREN RD	KUEKER MICHAEL	Franklin	TN	37067 MGA-1	SWCO-3	Residential	Conventional
089E-A-00600	4249 WARREN RD	ALINSON JOHN E	Franklin	TN	37067 MGA-1	SWCO-3	Residential	Conventional
089E-A-00700	4253 WARREN RD	THOMPSON TIMOTHY W	Franklin	TN	37067 MGA-1	SWCO-3	Residential	Conventional
089E-A-00800	4257 WARREN RD	ROMEO CLAUDIO	Franklin	TN	37067 MGA-1	SWCO-3	Residential	Conventional
089E-A-00900	WARREN RD	VALLEY VIEW DEV INC	Franklin	TN	37064 MGA-1	SWCO-3	Vacant	Conventional
089E-A-01000	4259 WARREN RD	COGHILAN PATRICK W	Franklin	TN	37067 MGA-1	SWCO-3	Residential	Conventional
089E-B-00100	4261 WARREN CT	MORRIS NORMAN K	Franklin	TN	37067 MGA-1	SWCO-3	Residential	Conventional
089E-B-00200	4210 WARREN CT	EDGE SAMUEL S	Franklin	TN	37067 MGA-1	SWCO-3	Residential	Conventional
089E-B-00300	4208 WARREN CT	BROWN ROGER LEE	Franklin	TN	37067 MGA-1	SWCO-3	Residential	Conventional
089E-B-00400	4202 WARREN CT	REEVES TOMMY L	Franklin	TN	37067 MGA-1	SWCO-3	Residential	Conventional
089E-B-00500	4200 WARREN RD	CARLAND ROBERT MORGAN	Franklin	TN	37067 MGA-1	SWCO-3	Residential	Conventional
089E-B-01000	4218 WARREN RD	CAMERON JAMES	Franklin	TN	37067 MGA-1	SWCO-3	Residential	Conventional
089E-B-01100	4216 WARREN RD	NEWMAN ANDREW J	Franklin	TN	37067 MGA-1	SWCO-3	Residential	Conventional
089F-F-00100	1176 CROSS CREEK DR	SYBERT JAMES G	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089F-F-00200	1178 CROSS CREEK DR	MONTEATH DAVID B	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089F-F-00300	1182 CROSS CREEK DR	HELTON MICHAEL GLENN	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089F-F-00400	504 BILTMORE CT	DEBOLT SHARON L	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089F-F-00500	505 BILTMORE CT	HORECKA DANIEL P	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089F-F-00600	501 BILTMORE CT	JOSLIN REBECCA P	Franklin	TN	37064 NC	SWCO-3	Residential	Conventional
089F-F-00700	1190 CROSS CREEK DR	JAMISON ZACHARY	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089F-F-00800	1191 CROSS CREEK DR	SYLVIS LAWRENCE G	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089F-F-00900	1187 CROSS CREEK DR	BYRNE DANIEL W	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089F-F-01000	1183 CROSS CREEK DR	BARNES PHILIP H JR	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089F-F-01100	1181 CROSS CREEK DR	WARDEN MARK ALAN	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089F-F-01200	1177 CROSS CREEK DR	BORUM MARTIN	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089F-F-01300	1175 CROSS CREEK DR	HODGES D BROOKS III	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089F-F-01400	1173 CROSS CREEK DR	COOTS EDWARD B	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089F-F-01500	1169 CROSS CREEK DR	LAWMORE CAROL S TR	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089F-F-01600	1167 CROSS CREEK DR	CAUDILL MAX T	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
089F-F-01700	1165 CROSS CREEK DR	WACKETT TROY A	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
079-06002	MURFREESBORO RD	KRANTZ ANNE J FREEMAN	Franklin	TN	37067 MGA-1	SWCO-3	Vacant	Conventional
079-06001	4356 S CAROTHERS RD	ROSS BILLY H TR	Franklin	TN	37064 MGA-1	SWCO-3	Est. Residential	Conventional
079M-B-00400	1110 RIDGEWAY DR	BUTLER GINA L	Franklin	TN	37067 NC	SWCO-3	Residential	Conventional
079-03400	4225 WARREN RD	GARTHERS DANIEL T JR	Franklin	TN	37067 MGA-1	SWCO-3	Est. Residential	Conventional
079M-B-00100	1100 RIDGEWAY DR	DEBAR LAND CO LLC	Franklin	TN	37067 SD-R	SWCO-3	Residential	Conventional
079-06001	MURFREESBORO RD	DEBAR LAND CO LLC	Franklin	TN	37067 SD-R	SWCO-3	Residential	Conventional
079-06007	MURFREESBORO RD	DEBAR LAND CO LLC	Franklin	TN	37067 SD-R	SWCO-3	Residential	Conventional
079-05900	4100 MURFREESBORO RD	FOUNTAINS OF FRANKLIN LLC	Franklin	TN	37064 SD-X	SWCO-3	Multi-Family	Conventional
079M-D-00100	4088 MURFREESBORO RD	BETTS CHRISTOPHER E	Franklin	TN	37067 R-1 (COF)	SWCO-3	Residential	Either
079M-D-00200	4072 MURFREESBORO RD	SALAZAR MARY ELLIN	Franklin	TN	37067 R-1 (COF)	SWCO-3	Residential	Either
079M-D-00300	4076 MURFREESBORO RD	BOZEMAN H ANDREW	Franklin	TN	37067 R-1 (COF)	SWCO-3	Residential	Either
079M-D-00400	107 CHESTER STEPHENS CT	CAVENDER DAVID O	Franklin	TN	37067 R-1 (COF)	SWCO-3	Residential	Either
079M-D-00500	111 CHESTER STEPHENS CT	MCGUIRE W GARY AND JANE M REV TRUST	Franklin	TN	37067 R-1 (COF)	SWCO-3	Residential	Either
079M-D-00600	115 CHESTER STEPHENS CT	TAYLOR ROBERT P AND JAN J TAYLOR REV	Franklin	TN	37067 R-1 (COF)	SWCO-3	Residential	Either
079M-E-00101	209 SPRINGHOUSE CIR	AWAD GEORGE	Franklin	TN	37067 R-1 (COF)	SWCO-3	Residential	Either
079M-E-00105	CHESTER STEPHENS RD	CALDWELL EST HOMEOWNERS ASSOC INC	Nashville	TN	37202 R-1 (COF)	SWCO-3	Open Space	Either
079M-F-00200	102 CHESTER STEPHENS RD	BERLEY THOMAS	Franklin	TN	37067 R-1 (COF)	SWCO-2	Residential	Either
079M-F-00100	CHESTER STEPHENS RD	CALDWELL EST HOMEOWNERS ASSOC INC	Nashville	TN	37067 R-1 (COF)	SWCO-2	Open Space	Either
079M-B-02800	1101 RIDGEWAY DR	ADAMS R GLENN	Franklin	TN	37067 R-1 (COF)	SWCO-2	Open Space	Either
079M-B-02900	MURFREESBORO RD	ADAMS ROB G	Franklin	TN	37067 R-1 (COF)	SWCO-2	Open Space	Either

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee



Revision	Date
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NEIGHBORHOOD
CONTEXT PLAN

C1.1
COF 6559



NOTES:

1. THERE ARE NO FLOODPLAINS EXISTING ON THE SITE BASED ON FEMA MAP 47187C0220F & 47187C0214F.
2. AERIAL PHOTO, PARCEL LINES AND TOPOGRAPHIC INFORMATION PROVIDED BY CITY OF FRANKLIN G.I.S.
3. SITE BOUNDARY CALLS PROVIDED BY LAND SOLUTIONS COMPANY.
4. NO THIRD PARTY MINERAL RIGHTS ARE ASSOCIATED WITH THIS PROPERTY.

EXISTING TREE CANOPY

BASED ON AERIAL PHOTOGRAPHS OF THE PROPERTY THE EXISTING TREE CANOPY IS APPROXIMATELY 138 ACRES WHICH IS 69.4% OF THE TOTAL SITE

TREE CANOPY DATA

TREE AREA	EXISTING
TREE A	20,501 SF
TREE B	184,595 SF
TREE C	5,661,025 SF
TREE D	152,235 SF
TOTAL SF	6,018,356 SF

EXISTING TREE CANOPY: 6,018,356 SF
6,018,356 SF / 8,670,225 SF = .694 (69.4%) OF TOTAL SITE

REQUIRED CANOPY PRESERVATION =
36% OF TOTAL CANOPY
6,018,356 SF * 36% = 2,166,608 SF

LEGEND

	SLOPES 14%-20%
	SLOPES >20%
	EXISTING TREE CANOPY
	STREAM BUFFER

Map Unit Symbol	Map Unit Name
ArB	Armour silt loam, 2 to 5 percent slopes
ArB2	Armour silt loam, 2 to 5 percent slopes, eroded
ArC	Armour silt loam, 5 to 12 percent slopes
ArC2	Armour silt loam, 5 to 12 percent slopes, eroded
BrB2	Braxton cherty silt loam, 2 to 5 percent slopes, eroded
BrC2	Braxton cherty silt loam, 5 to 12 percent slopes, eroded
BsC3	Braxton cherty silty clay loam, 5 to 12 percent slopes, severely eroded
BsD3	Braxton cherty silty clay loam, 12 to 20 percent slopes, severely eroded
CkC	Culleoka silt loam, 5 to 12 percent slopes
CkD	Culleoka silt loam, 12 to 20 percent slopes
CkD3	Culleoka silt loam, 12 to 20 percent slopes, severely eroded
CkE	Culleoka silt loam, 20 to 35 percent slopes
CkE3	Culleoka silt loam, 20 to 35 percent slopes, severely eroded
Eq	Egum silt loam, phosphatic
Gu	Gullied land
HcC3	Hampshire silty clay loam, 5 to 12 percent slopes, severely eroded
HeB2	Hampshire-colbert silt loams, 2 to 5 percent slopes, eroded
HeC2	Hampshire-colbert silt loams, 5 to 12 percent slopes, eroded
HhC3	Hampshire-colbert silty clay loams, 5 to 12 percent slopes, severely eroded
Hu	Huntington silt loam, phosphatic
InD3	Inman silty clay loam, 12 to 20 percent slopes, severely eroded
Lp	Lindell silt loam, 0 to 2 percent slopes, occasionally flooded
MbC2	Maury silt loam, 5 to 12 percent slopes, eroded
MnE	Mimosa-Rock outcrop complex, 20 to 40 percent slopes
MoD	Ashwood-Mimosa-Rock outcrop complex, 5 to 15 percent slopes
Rc	Rockland
SrC3	Stiversville clay loam, 5 to 12 percent slopes, severely eroded
SrD3	Stiversville clay loam, 12 to 20 percent slopes, severely eroded
StB2	Stiversville silt loam, 2 to 5 percent slopes, eroded
StC2	Stiversville silt loam, 5 to 12 percent slopes, eroded
StD2	Stiversville silt loam, 12 to 20 percent slopes, eroded
TvD	Talbott very rocky soils, 2 to 15 percent slopes

EXISTING STORMWATER MANAGEMENT SUMMARY

TOTAL PROPERTY AREA = 199 ACRES
TOTAL PROPOSED DISTURBED AREA = 143.51 ACRES

SOIL TYPES: 54.6% TYPE A SOIL
25.8% TYPE B SOIL
17.2% TYPE C SOIL
0.0% TYPE D SOIL
2.4% NON-SOIL AREAS

STORMWATER NARRATIVES

BASIN A:
STORMWATER IS CURRENTLY ROUTED BY WAY OF WET WEATHER CONVEYANCES TO THE NORTHEAST CORNER OF THE SITE, WHERE IT FLOWS INTO A BLUE-LINE STREAM OFFSITE.
BASIN AREA: 53.2 AC.
OUTFALL ELEVATION: 737'

BASIN B:
STORMWATER IS CURRENTLY COLLECTED IN A POND ON THE WEST SIDE OF THE SITE WHERE IT IS CARRIED OFF SITE BY A BLUE-LINE STREAM.
BASIN AREA: 32.7 AC.
OUTFALL ELEVATION: 740'

BASIN C:
STORMWATER IS CURRENTLY ROUTED BY WAY OF A BLUE-LINE STREAM TO THE FAR WEST PROPERTY LINE. THIS BASIN IS AN EXTENSION OF THE PREVIOUS, BASIN B.
BASIN AREA: 80.9 AC.
OUTFALL ELEVATION: 694'

BASIN D:
STORMWATER IS CURRENTLY ROUTED BY WAY OF WET WEATHER CONVEYANCES TO THE SOUTH OF THE SITE ALONG S CAROTHERS ROAD, WHERE IT EVENTUALLY FLOWS INTO THE SAME STREAM AS THE FOLLOWING, BASIN E.
BASIN AREA: 15.2 AC.
OUTFALL ELEVATION: 726'

BASIN E:
STORMWATER IS CURRENTLY ROUTED BY WAY OF WET WEATHER CONVEYANCES TO THE SOUTH SIDE OF THE SITE AND EVENTUALLY FLOWS INTO THE SAME STREAM AS THE PREVIOUS, BASIN D. A BLUE-LINE STREAM COMES ONTO THIS BASIN FROM THE NORTHEAST BUT ENDS IN AN EXISTING SINK-HOLE AND DRY POND, WHICH LIES TO THE NORTHEAST OF WHERE LOTS ARE TO BE DEVELOPED.
BASIN AREA: 167.0 AC.
OUTFALL ELEVATION: 673'



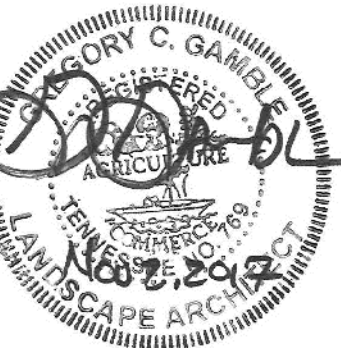
GAMBLE
DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

Date: SEPTEMBER 22, 2017

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN

Franklin, Williamson County, Tennessee



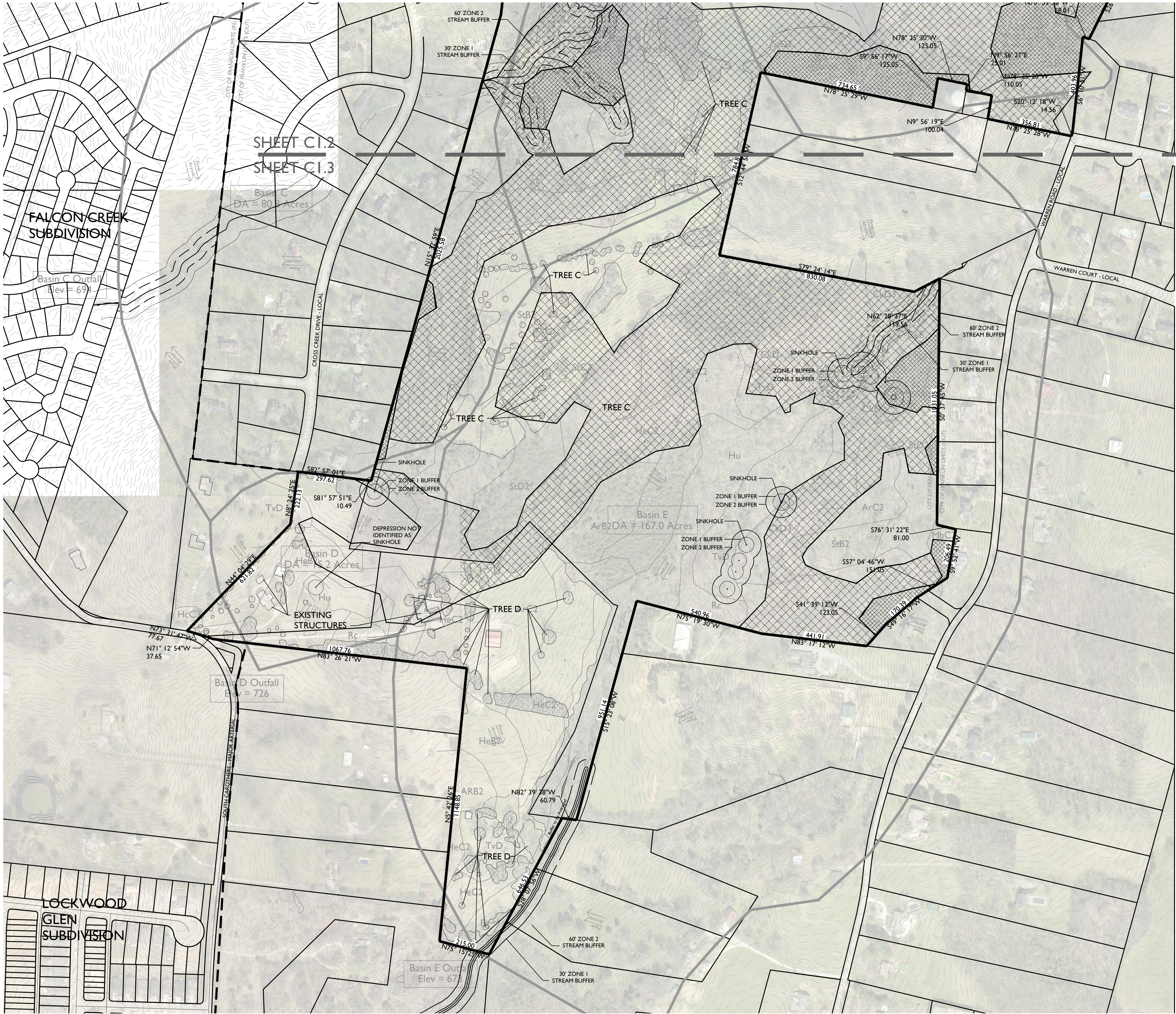
Revision Date

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OVERALL
EXISTING
CONDITIONS

C1.2
COF 6559





NOTES:

1. THERE ARE NO FLOODPLAINS EXISTING ON THE SITE BASED ON FEMA MAP 47187C0220F & 47187C0214F.
2. AERIAL PHOTO, PARCEL LINES AND TOPOGRAPHIC INFORMATION PROVIDED BY CITY OF FRANKLIN G.I.S.
3. SITE BOUNDARY CALLS PROVIDED BY LAND SOLUTIONS COMPANY.
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EXISTING TREE CANOPY

BASED ON AERIAL PHOTOGRAPHS OF THE PROPERTY THE EXISTING TREE CANOPY IS APPROXIMATELY 138 ACRES WHICH IS 69.4% OF THE TOTAL SITE

TREE CANOPY DATA

TREE AREA	EXISTING
TREE A	20,501 SF
TREE B	184,595 SF
TREE C	5,661,025 SF
TREE D	152,235 SF
TOTAL SF	6,018,356 SF

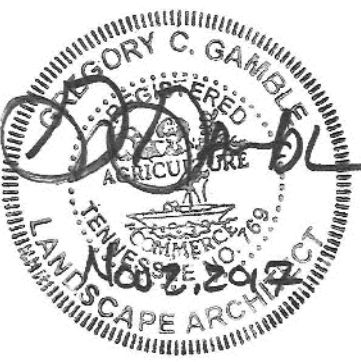
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6,018,356 SF / 8,670,225 SF = .694 (69.4%) OF TOTAL SITE

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36% OF TOTAL CANOPY
6,018,356 SF * 36% = 2,166,608 SF

LEGEND

	SLOPES 14%-20%
	SLOPES >20%
	EXISTING TREE CANOPY
	STREAM BUFFER

Map Unit Symbol	Map Unit Name
ArB	Armour silt loam, 2 to 5 percent slopes
ArB2	Armour silt loam, 2 to 5 percent slopes, eroded
ArC	Armour silt loam, 5 to 12 percent slopes
ArC2	Armour silt loam, 5 to 12 percent slopes, eroded
BrB2	Braxton cherty silt loam, 2 to 5 percent slopes, eroded
BrC2	Braxton cherty silt loam, 5 to 12 percent slopes, eroded
BsC3	Braxton cherty silty clay loam, 5 to 12 percent slopes, severely eroded
BsD3	Braxton cherty silty clay loam, 12 to 20 percent slopes, severely eroded
CkC	Culleoka silt loam, 5 to 12 percent slopes
CkD	Culleoka silt loam, 12 to 20 percent slopes
CkD3	Culleoka silt loam, 12 to 20 percent slopes, severely eroded
CkE	Culleoka silt loam, 20 to 35 percent slopes
CkE3	Culleoka silt loam, 20 to 35 percent slopes, severely eroded
Eg	Eggen silt loam, phosphatic
Gu	Gullied land
HcC3	Hampshire silty clay loam, 5 to 12 percent slopes, severely eroded
HeB2	Hampshire-colbert silt loams, 2 to 5 percent slopes, eroded
HeC2	Hampshire-colbert silt loams, 5 to 12 percent slopes, eroded
HhC3	Hampshire-colbert silty clay loams, 5 to 12 percent slopes, severely eroded
Hu	Huntington silt loam, phosphatic
Ind3	Inman silty clay loam, 12 to 20 percent slopes, severely eroded
Lp	Lundell silt loam, 0 to 2 percent slopes, occasionally flooded
MbC2	Maury silt loam, 5 to 12 percent slopes, eroded
MNE	Mimosa-Rock outcrop complex, 20 to 40 percent slopes
MoD	Ashwood-Mimosa-Rock outcrop complex, 5 to 15 percent slopes
Rc	Rockland
SrC3	Stiversville clay loam, 5 to 12 percent slopes, severely eroded
SrD3	Stiversville clay loam, 12 to 20 percent slopes, severely eroded
SrB2	Stiversville silt loam, 2 to 5 percent slopes, eroded
SrC2	Stiversville silt loam, 5 to 12 percent slopes, eroded
SrD2	Stiversville silt loam, 12 to 20 percent slopes, eroded
TvD	Talbott very rocky soils, 2 to 15 percent slopes



Revision	Date
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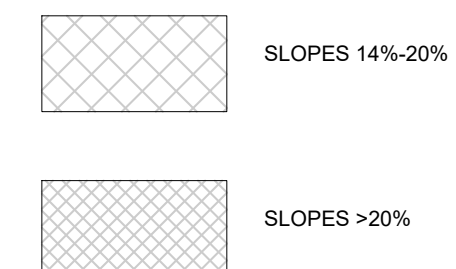
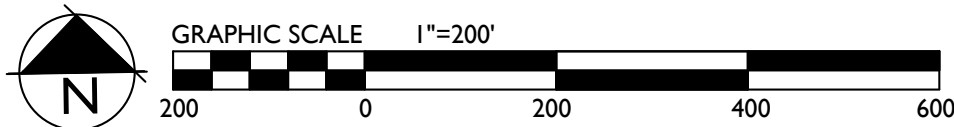
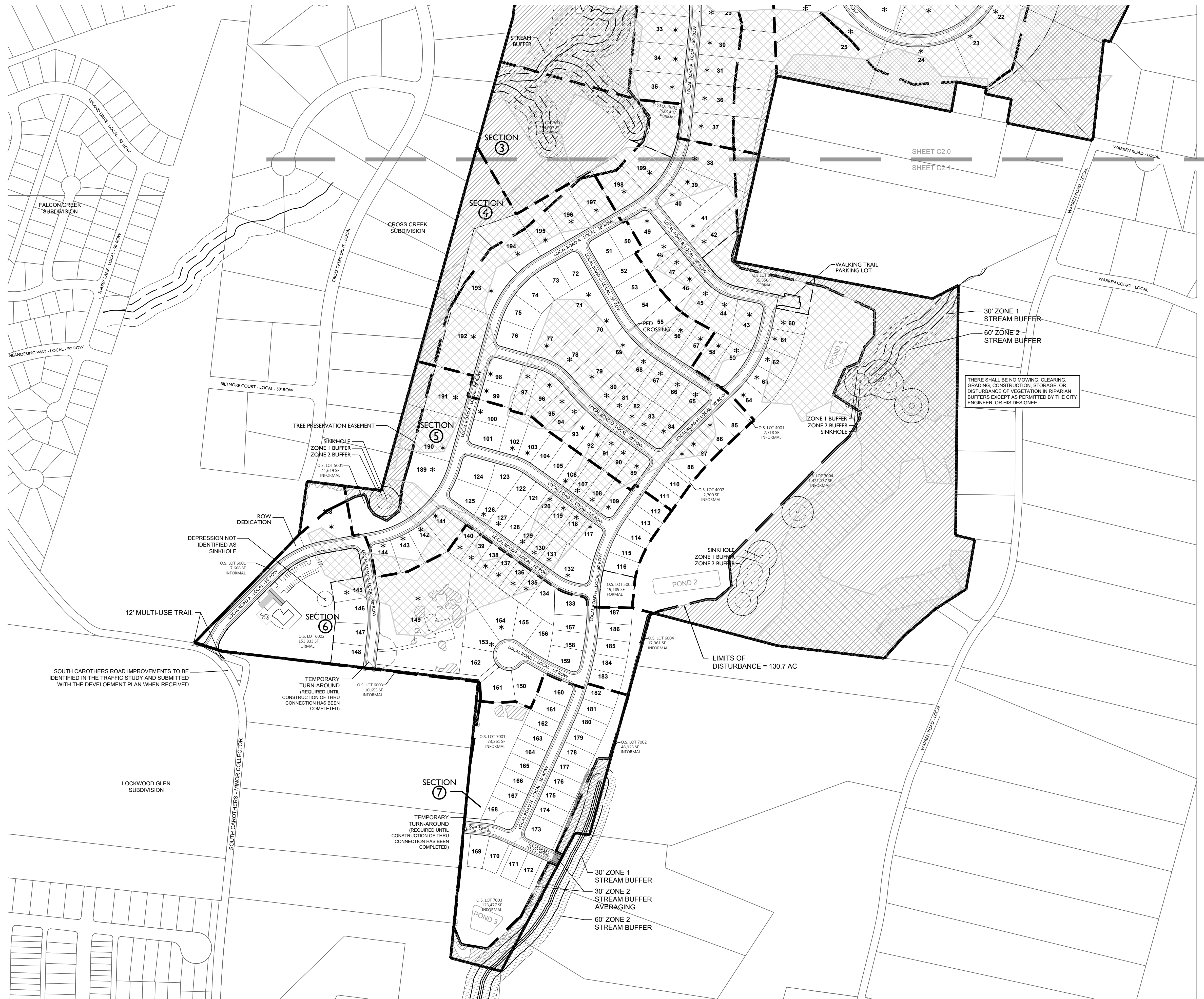
COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee



Revision	Date
△	
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△	
△	

DEVELOPMENT
PLAN

C2.1
COF 6559



PRELIMINARY STORMWATER MANAGEMENT SUMMARY

Total Property Area = 196.33 Acres
Total Disturbed Area = 130.30 Acres

Soil Types: 54.6% Type A Soil
25.8% Type B Soil
17.2% Type C Soil
0.0% Type D Soil
0.4% Non-Soil Areas

AREA NO.	TOTAL (AC)	EST. IMP. (AC)	TREATMENT TYPE	PRELIM. SF	DETENTION
1	7.6	0.0	BYPASS	---	BYPASS
2	14.1	2.5	BIO 2	6,500	POND 1
3	26.6	3.6	BIO 3	10,500	POND 1
4	11.7	2.4	BIO 4	5,500	BYPASS
5	8.3	2.1	BIO 5	4,500	BYPASS
6	9.9	1.7	BIO 6	4,500	POND 4



Grading & Drainage General Notes

- 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.
- 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.
- 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.
- Drainage facilities including, but not limited to, culverts, detention basins and ditches, as well as the roadway sub-grade, base stone and binder & surface course shall be inspected, tested and given approval at each stage of installation prior to proceeding to the next stage of construction. Final construction inspection for approval and acceptance of streets and drainage systems will not be granted until all work has been completed in accordance with the approved plans.
- 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.

Post-Treatment Stormwater Narrative
Stormwater to be treated via a combination of Bioretention, and Detention Ponds and then released into a Stream or Wet Weather Conveyance.

Statement of Impact
Post-Construction Stormwater will have no additional impact on the surrounding drainage basins. Stormwater BMPs will be used to maintain or decrease existing stormwater flows.

Stream Buffer Note:
There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation except as permitted by the City Engineer, or his designee.

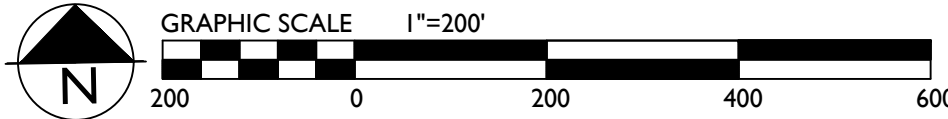
Grading & Drainage Data Chart
Site Area: 196.33 AC
Impervious Area: 28.41 AC
Disturbed Area: 130.30 AC

Impervious Area Calculations:
The impervious area assumed for each lot type includes building, patio, & driveway.

65' Lot Type: 89 units x 3600 sq.ft. = 7.36 AC
85-90' Lot Type: 59 units x 4550 sq.ft. = 6.16 AC
100' Lot Type: 51 units x 8500 sq.ft. = 9.95 AC

ROW Area (includes road & sidewalks) = 17.23 AC.

Tennessee State Plane Coordinate System
Zone 5301, Fipzone 4100; NAD 83 Datum



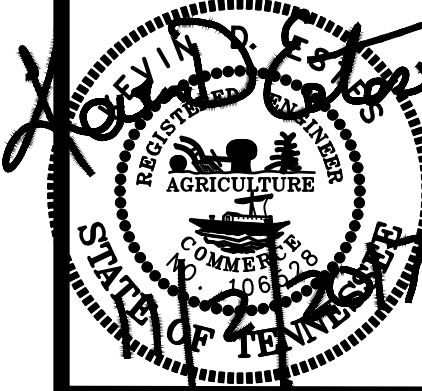
COF XXXX

Revisions:

Drawing Notes:

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: JUNE 2, 2017

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamble209@gmail.com
615.975.5765

NORTH
GRADING &
DRAINAGE
PLAN

C 3.0

PRELIMINARY STORMWATER MANAGEMENT SUMMARY

Total Property Area = 196.33 Acres
Total Disturbed Area = 130.30 Acres

Soil Types: 54.6% Type A Soil
25.8% Type B Soil
17.2% Type C Soil
0.0% Type D Soil
0.4% Non-Soil Areas

AREA NO.	TOTAL (AC)	EST. IMP. (AC)	TREATMENT TYPE	PRELIM. SF	DETENTION
7	7.1	2.4	BIO 7	4,500	POND 2
8	8.6	3.1	BIO 8	5,500	POND 2
9	6.9	2.3	BIO 9	4,500	POND 2
10	5.1	1.9	BIO 10	3,500	POND 2
11	13.4	3.7	BIO 11	7,500	POND 3
12	7.5	1.6	BIO 12	4,000	BYPASS
13	6.9	1.1	BIO 13	3,000	BYPASS



Grading & Drainage General Notes

1. Grading Permit is required for any project disturbing more than 10,000 sq. ft. adding more than 5,000 sq. ft. of impervious surface or for any site grading requiring stockpiling of material.
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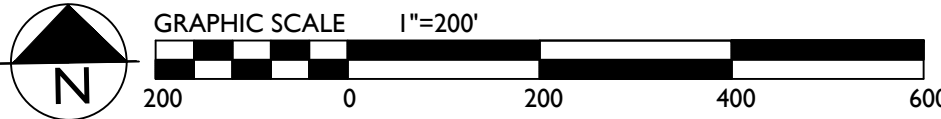
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Disturbed Area: 130.30 AC.

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Tennessee State Plane Coordinate System
Zone 5301, Fipzone 4100; NAD 83 Datum



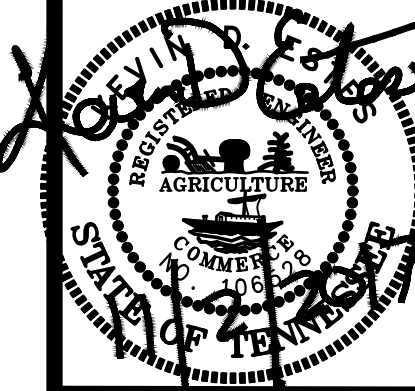
COF XXXX

Revisions:

Drawing Notes:

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: JUNE 2, 2017

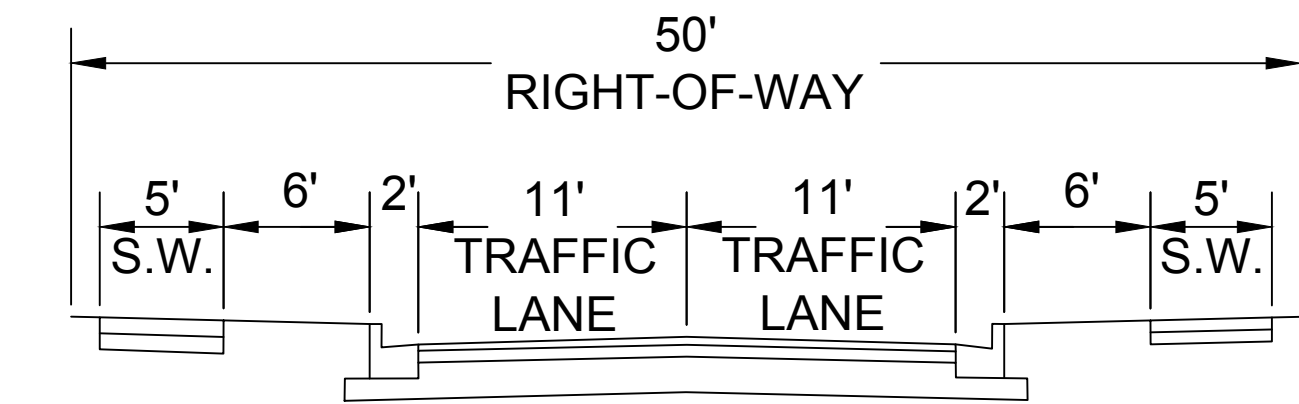
COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee



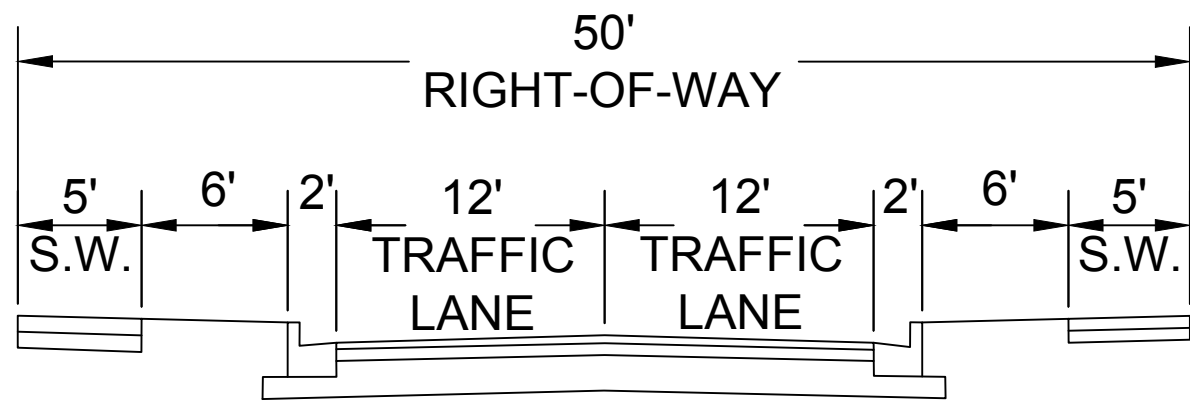
GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamble209@gmail.com
615.975.5765

SOUTH
GRADING &
DRAINAGE
PLAN

C 3.1



2-LANE INTERMEDIATE AND LOW VOLUME STREET



2-LANE HIGH VOLUME STREET



Statement of Impacts
The proposed Colletta Park development is located between Major Arterial Murfreesboro Road and Minor Collector S Carothers Road. The northern portion of the site consists of 37 homes and will connect to Murfreesboro Road via Local Roads Stanford Drive and Ridgeway Drive. The southern portion of the site consists of 162 homes and will connect directly to the S Carothers Road existing 90 degree curve.

Impact on Local Streets
The proposed Colletta Park development is expected to generate 37 trips entering and 112 trips exiting during AM peak hours; 125 trips entering and 74 trips exiting during PM peak hour.

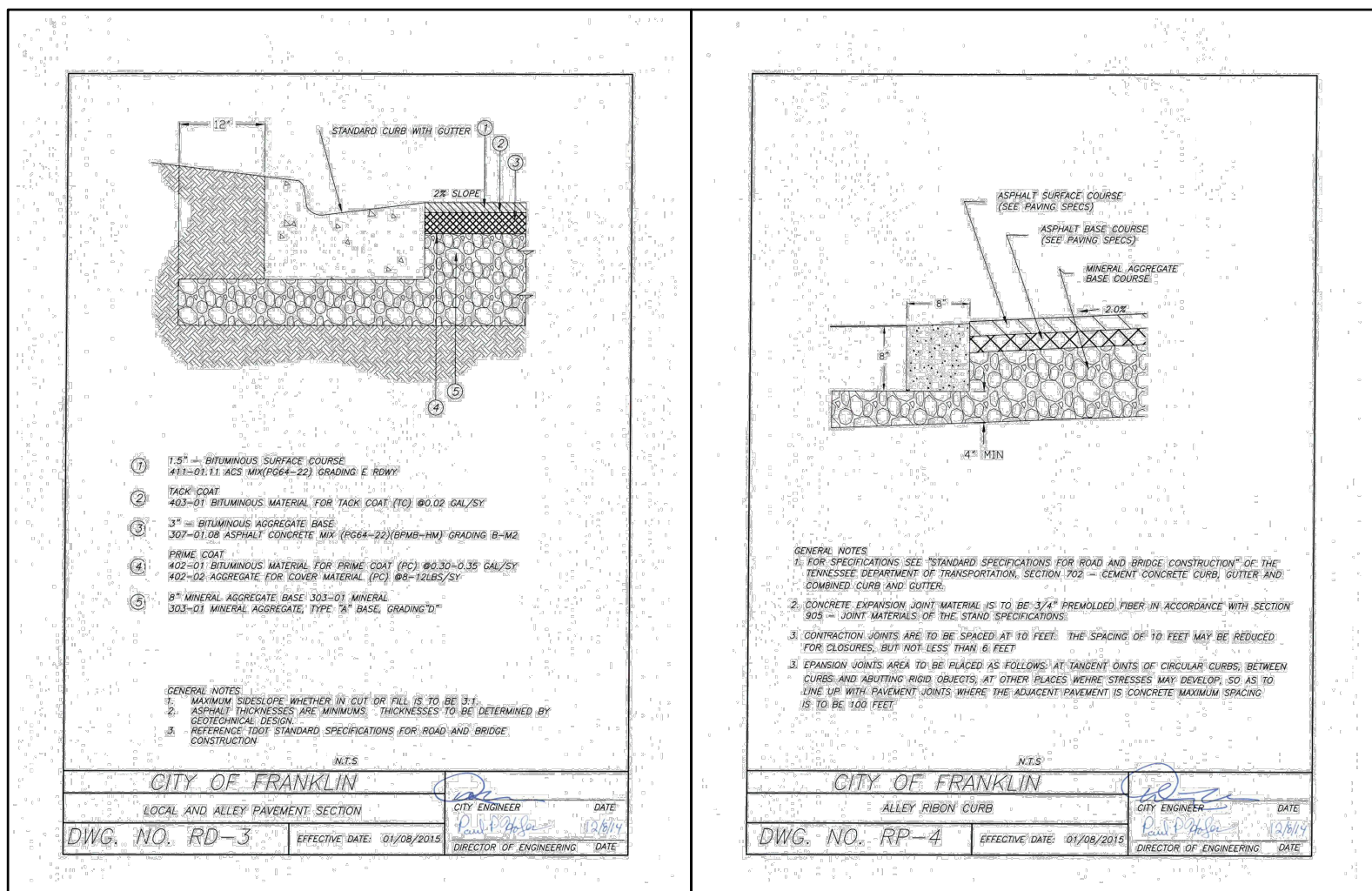
- R.O.W. & Access General Notes**
1. Prior to beginning any construction, the Developer and/or Contractor, shall obtain all necessary permits as required by law. Such permits may include, but are not limited to, those required by State of Tennessee, Williamson County and other City of Franklin agencies.
 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 onsite during construction.
 3. 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.
 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.
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 6. All temporary striping shall conform to "Standard Specifications for Road and 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.

Stream Buffer Note:
There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation except as permitted by the City Engineer, or his designee.

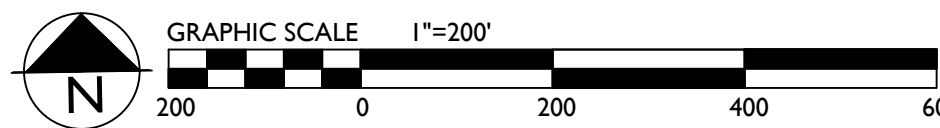
R.O.W. & Access Data Chart:
Daily Trip Generation: 1,854 veh per day
Peak Hour Trip Generation: 199 veh per hour
Traffic Impact Study Required: Yes
Circulation Plan Required:

Connectivity Index: 1.50
Links (●): 24
Nodes (*): 16
24/16 = 1.50

Without Connection to Existing Stanford Drive
Connectivity Index: 1.41
Links (●): 24
Nodes (*): 17
24/17 = 1.41



Tennessee State Plane Coordinate System
Zone 5301, Fipzone 4100; NAD 83 Datum



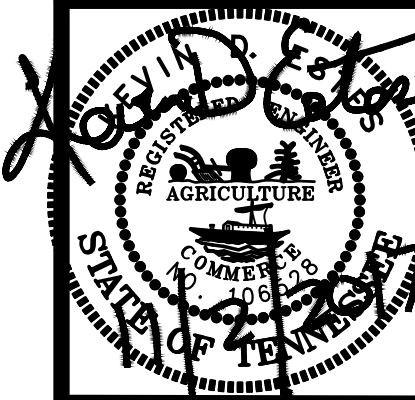
COF XXXX

Revisions:

Drawing Notes:

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: JUNE 2, 2017

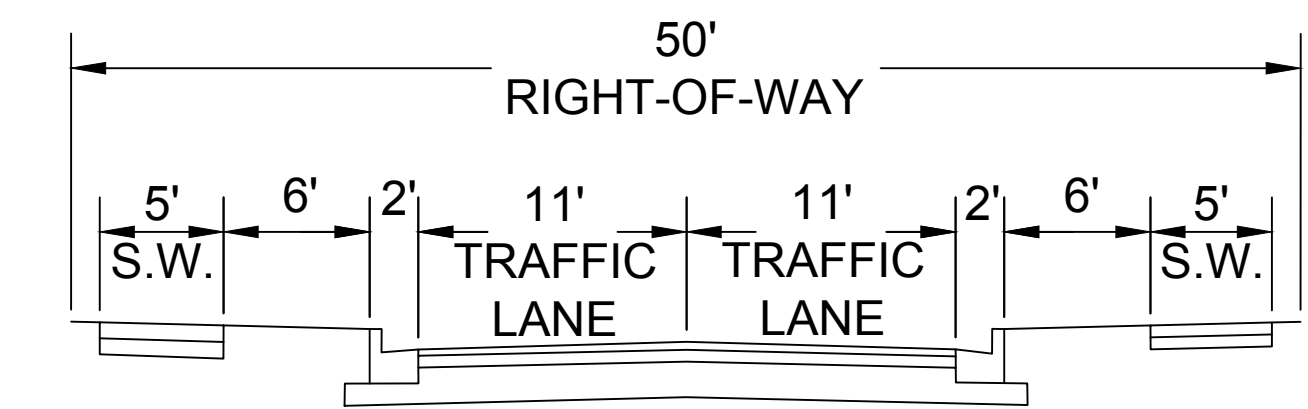
COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee



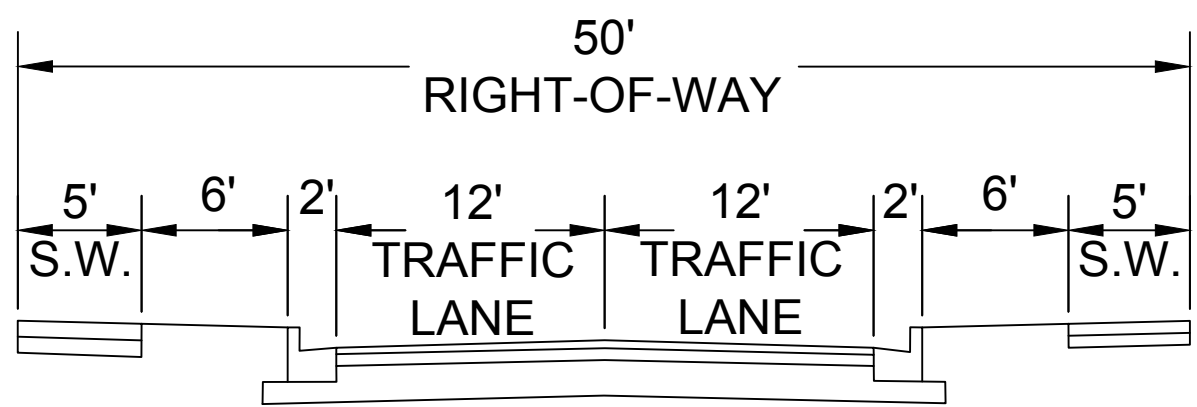
GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
ggambl@tdot.org
615.975.5765

NORTH
ROW &
ACCESS
PLAN

C 4.0

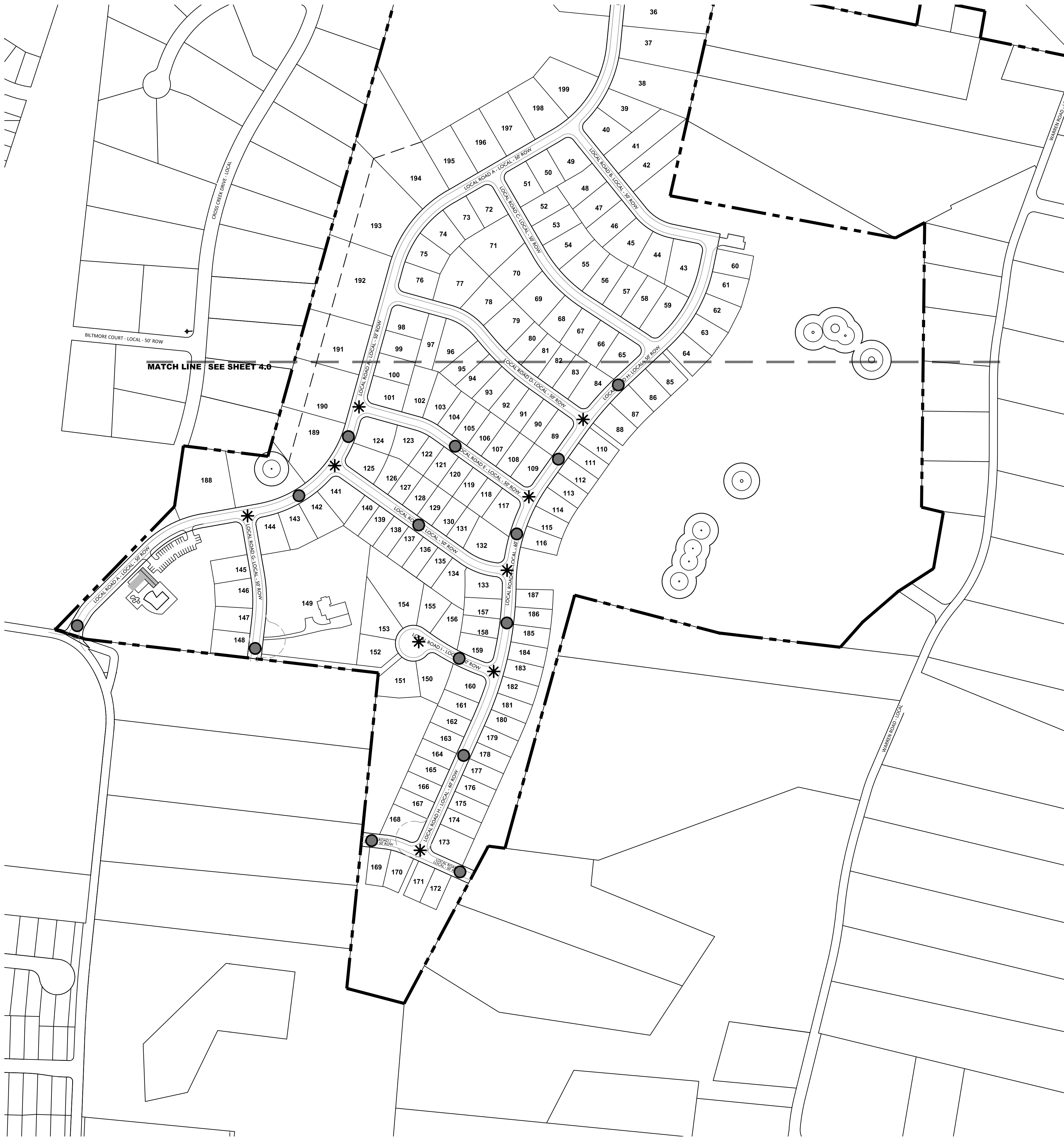


2-LANE INTERMEDIATE AND LOW VOLUME STREET



2-LANE HIGH VOLUME STREET

DESIGN MODIFICATION - CONNECTIVITY INDEX
DUE TO WILLIAMSON COUNTY'S LIMITATIONS ON
CONNECTIVITY TO BEACON HILL AND STANFORD
DRIVE, EXISTING DEVELOPMENT WITHOUT
ACCESS ON THE WESTERN BOUNDARY, AND
TOPOGRAPHIC CONSTRAINTS ALONG WARREN
ROAD, THE CLIENT REQUESTS A DESIGN
MODIFICATION FOR CONNECTIVITY.



Statement of Impacts
The proposed Colletta Park development is located between Major Arterial Murfreesboro Road and Minor Collector S Carothers Road. The northern portion of the site consists of 37 homes and will connect to Murfreesboro Road via Local Roads Stanford Drive and Ridgeway Drive. The southern portion of the site consists of 162 homes and will connect directly to the S Carothers Road existing 90 degree curve.

Impact on Local Streets
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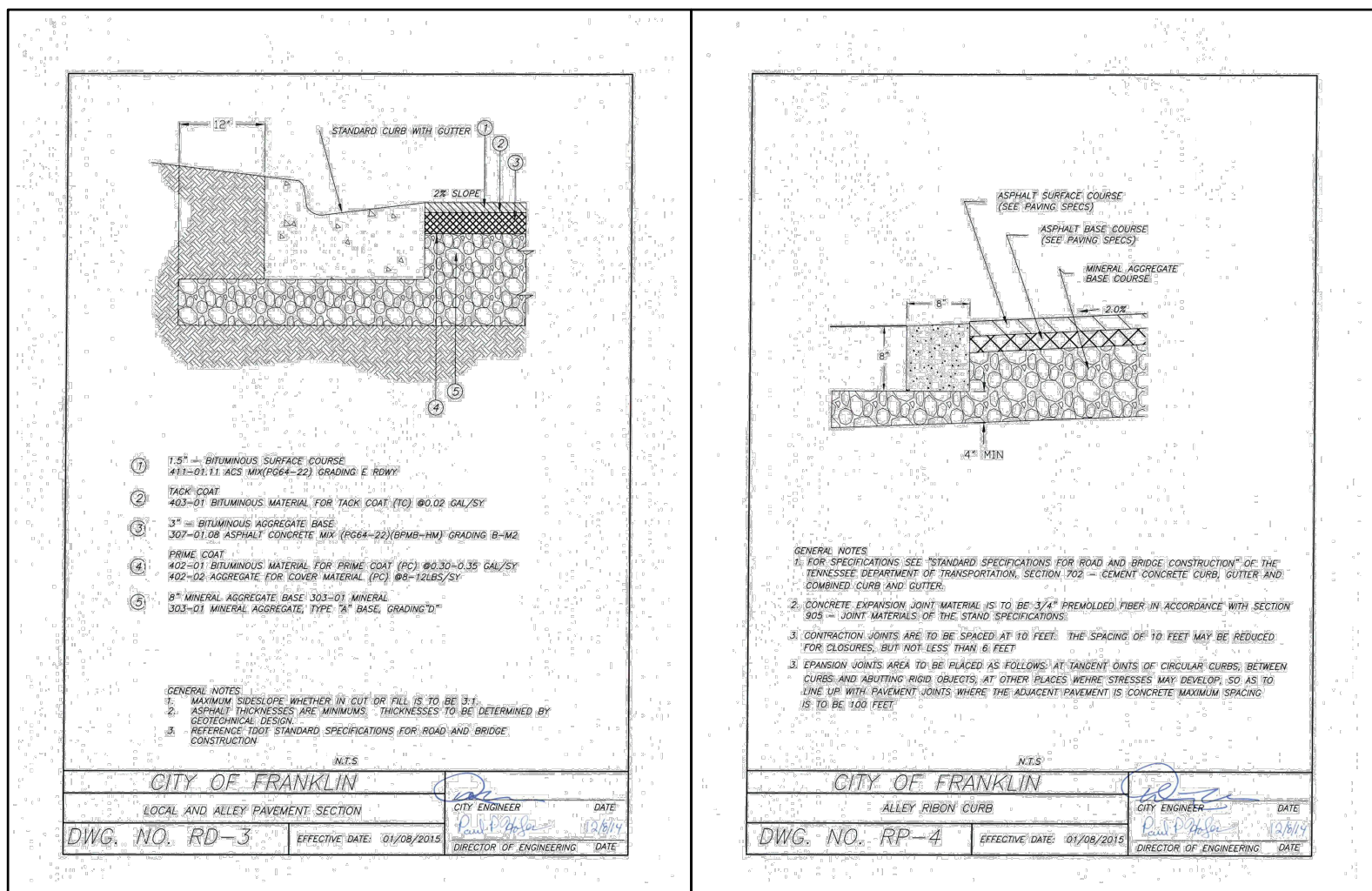
- R.O.W & Access General Notes**
1. Prior to beginning any construction, the Developer and/or Contractor, shall obtain all necessary permits as required by law. Such permits may include, but are not limited to, those required by State of Tennessee, Williamson County and other City of Franklin agencies.
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Stream Buffer Note:
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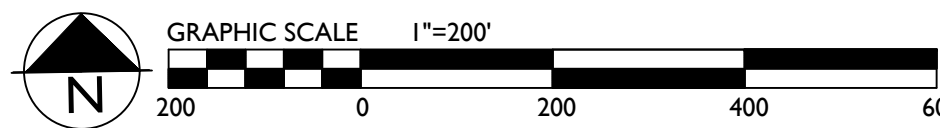
R.O.W. & Access Data Chart:
Daily Trip Generation: 1,354 veh per day
Peak Hour Trip Generation: 199 veh per hour
Traffic Impact Study Required: Yes
Circulation Plan Required:

Connectivity Index: 1.50
Links (●): 24
Nodes (*): 16
24/16 = 1.50

Without Connection to Existing Stanford Drive
Connectivity Index: 1.41
Links (●): 24
Nodes (*): 17
24/17 = 1.41



Tennessee State Plane Coordinate System
Zone 5301, Fipzone 4100; NAD 83 Datum



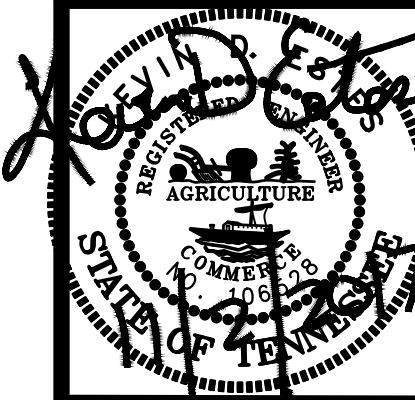
COF XXXX

Revisions:

Drawing Notes:



COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
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GREG GAMBLE
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SOUTH
ROW &
ACCESS
PLAN

C 4.1

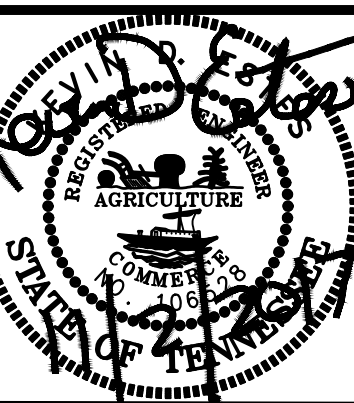
Revisions:

Drawing Notes:



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: JUNE 2, 2017

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee



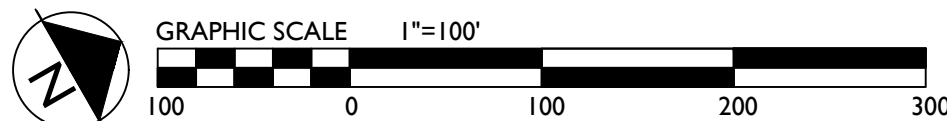
GAMBLE DESIGN COLLABORATIVE
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FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamble209@gmail.com
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NORTH
TRAVEL
PATH

C 4.2

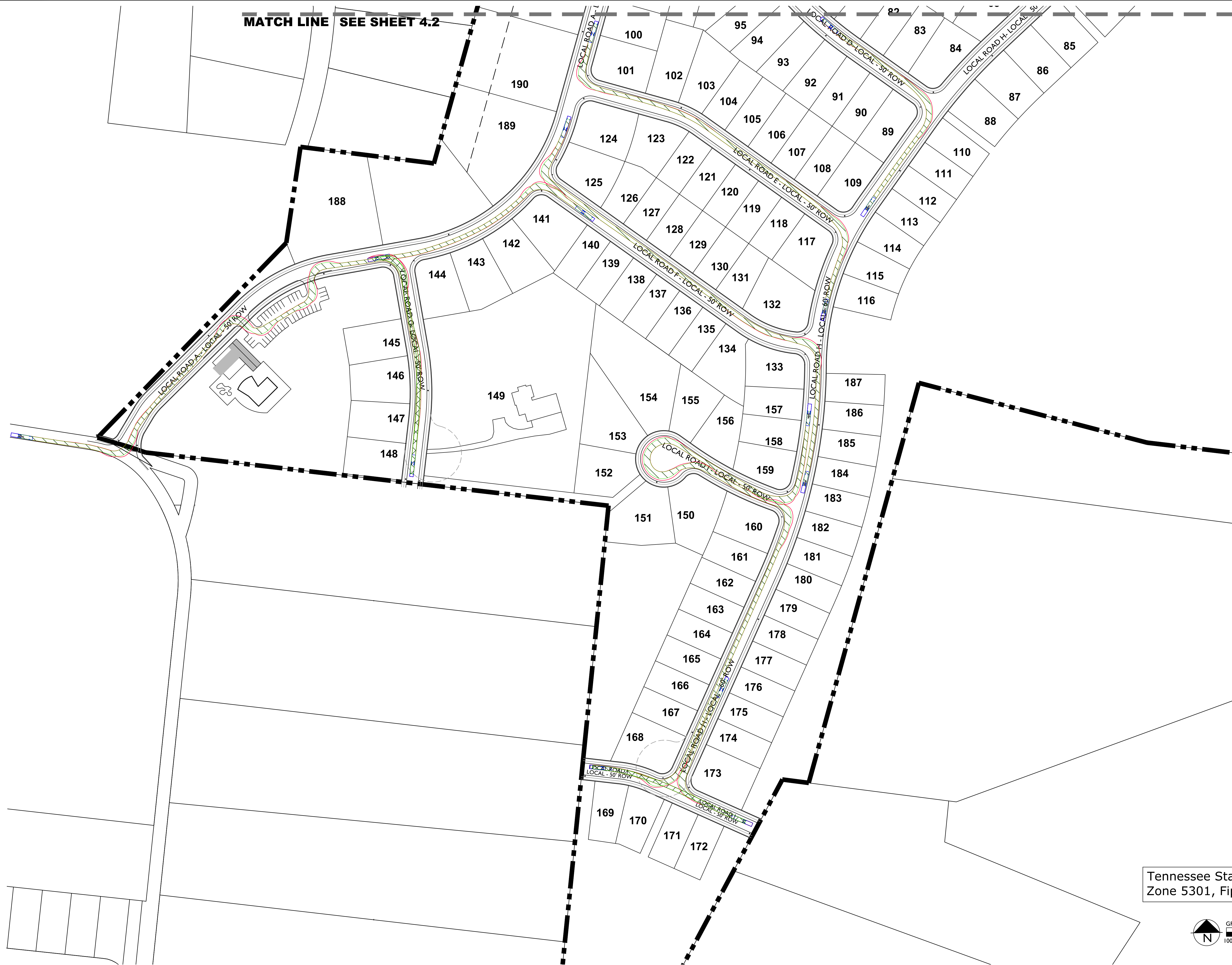
Apparatus Specifications

Number of Front Axles 1
Front Track Width = 8'
Wheels on Each Front Axle = 2
Number of Rear Axles = 2
Rear Track Width = 8'
Wheel Base = 21.316'
(Front Axle to Front Rear Axle)
Rear Axle Spacing = 4.417'
Body Length = 50.0417'
Width = 8.333'
Rear Overhang = 22.1424'
Body Style = Fire Truck
Turning Radius Wall to Wall = 42'



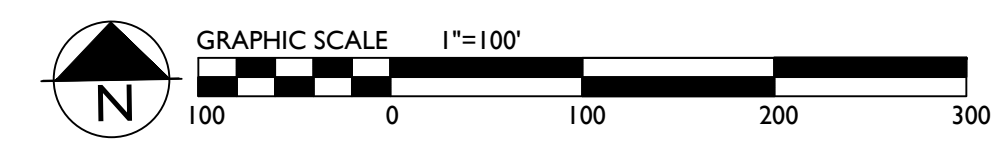
Tennessee State Plane Coordinate System
Zone 5301, Fipzone 4100; NAD 83 Datum

COF XXXX



MATCH LINE SEE SHEET 4.2

Tennessee State Plane Coordinate System
Zone 5301, Fipzone 4100; NAD 83 Datum



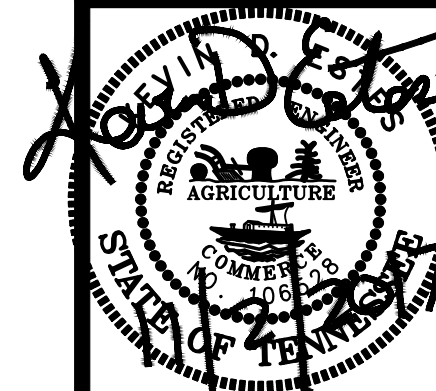
COF XXXX

Revisions:

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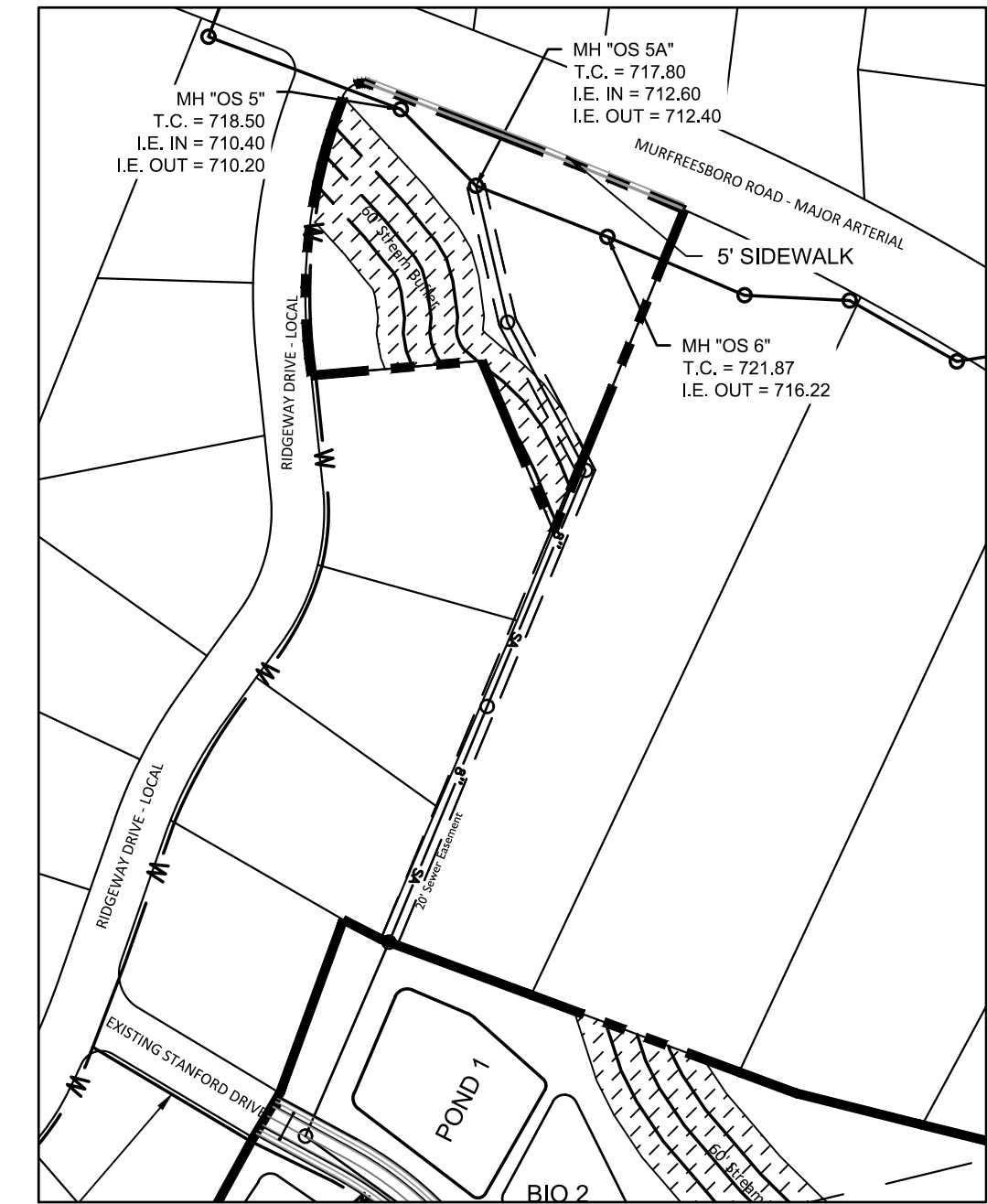
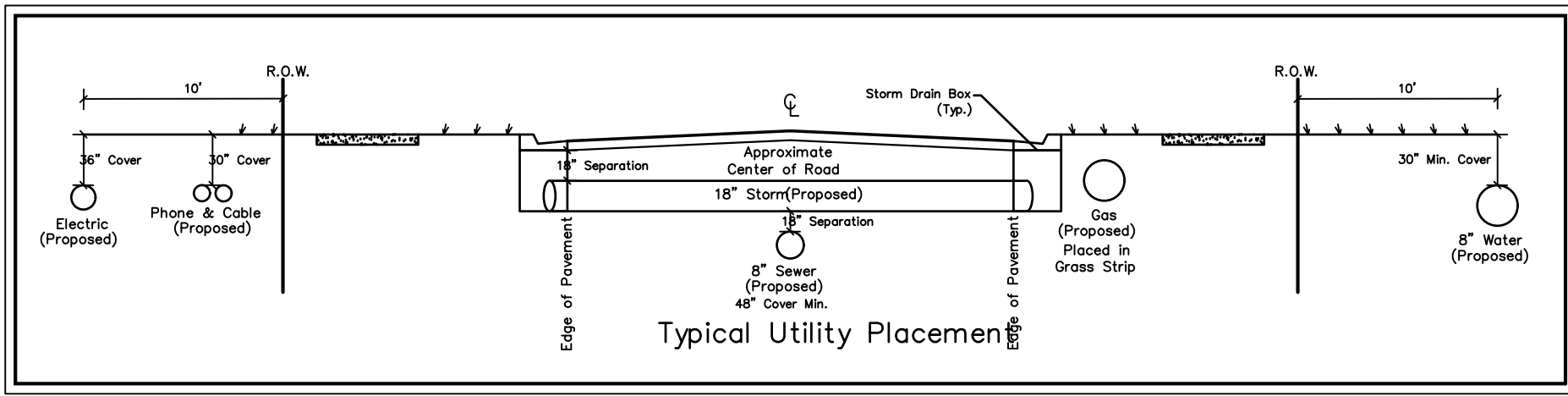
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SOUTH
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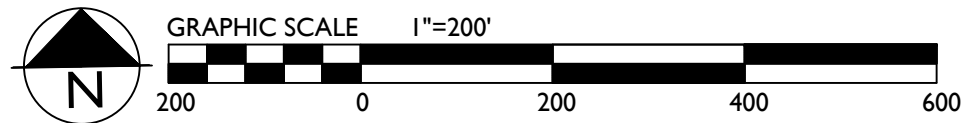
C 4.3



Sewer Connection at Murfreesboro Road
SCALE: 1"=200'



Tennessee State Plane Coordinate System
Zone 5301, Fipzone 4100; NAD 83 Datum



COF XXXX

Water & Sewer General Notes

1. All persons who undertake the construction of water, sewer and/or reclaimed water lines located in, or affecting services provided by the City of Franklin shall comply with the requirements and regulations set forth in the "General Requirements & Technical Specifications, Water Management Department, City of Franklin, Tennessee" latest edition, along with any amendments, additions, or alteration that may thereafter be adopted by the board of mayor and aldermen by resolution.
 2. Contractor shall obtain Water & Sewer Infrastructure Installation Permit prior to scheduling required Pre-Construction Site Meeting. Contractor shall complete the Pre-Construction Site Meeting prior to commencing with construction.
 3. Contractor shall obtain and keep all of the following items on the jobsite at all times during construction:
 - a. Approved, Stamped and Signed Water and/or Sewer Plans
 - b. Water & Sewer Infrastructure Installation Permit, with all steps completed and signed by appropriate City employees.
 - c. Copy of approved availability request response letter.
 - d. A copy of all approved Cut Sheets.
 4. Acceptance of City of Franklin public water infrastructure, sanitary sewer infrastructure and/or reclaimed water infrastructure shall become the responsibility of the City of Franklin, TN following approval from the City of Franklin Inspectors and acceptance by the Franklin Municipal Planning Commission. The Acceptance date shall be based on the day maintenance sureties are established by the Franklin Municipal Planning Commission.
 5. Prior to the acceptance of City of Franklin public water infrastructure, sanitary sewer infrastructure and/or reclaimed water infrastructure the contractor shall be required to submit as-built drawings to the Water Management Department.
 6. All off-site work within the public right-of-way shall require an approved traffic control plan which complies with the MUTCD. No off-site excavation may be undertaken in any street, road, alley or right-of-way of any utility or temporary construction easement of the City of Franklin by any entity unless 72-hour notice has been given to the City of Franklin Traffic Operations Center. The contractor shall have an approved traffic control plan onsite during construction.
 7. Any damages caused to existing utilities during construction shall, at his own expense, be replaced or repaired to original condition and quality, as approved by the owner and representative of the appropriate utility company, by the Contractor.
 8. Location of Water Line is approximate. True location of water line, fire hydrants, water valves, etc. to be designed by Microfton Utility District during sectional Site Plan phase of development.
 9. When required, permanent exclusive easements must be provided with a minimum width of 20 feet. Easement width requirements are as follow:
 1. 0'-12' depth requires 20' easement.
 2. 13'-20' depth requires 30' easement.
 3. Depths greater than 20' requires prior approval.A minimum 10-foot wide temporary construction easement on each side of the permanent easement must also be provided. No trees shall be planted within the permanent easements.
- Water Service Provided by:
Microfton Utility District
633 Arno Road
Franklin, TN 37064
615-794-5947
- Sewer Service Provided by:
Water Management
124 Lumber Drive
Franklin, TN 37064
615-794-4554
- Water & Sewer Data Chart
Water: Unit Flow in GPD: 350 GPD per [unit]
Number of Units: 199
Total Flow in GPD: 69,650 GPD
- Sewer (to October Park) Unit Flow in GPD: 350 GPD per [unit]
Number of Units: 37
Total Flow in GPD: 12,950 GPD
- Sewer (Simmons Ridge) Unit Flow in GPD: 350 GPD per [unit]
Number of Units: 162
Total Flow in GPD: 56,700 GPD
- Stream Buffer Note:
There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation except as permitted by the City Engineer, or his designee.

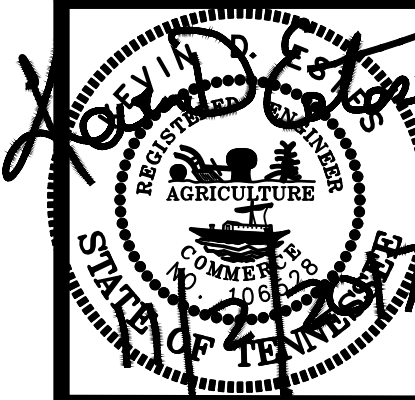
Revisions:

Drawing Notes:



COLLETTA PARK PUD SUBDIVISION DEVELOPMENT PLAN

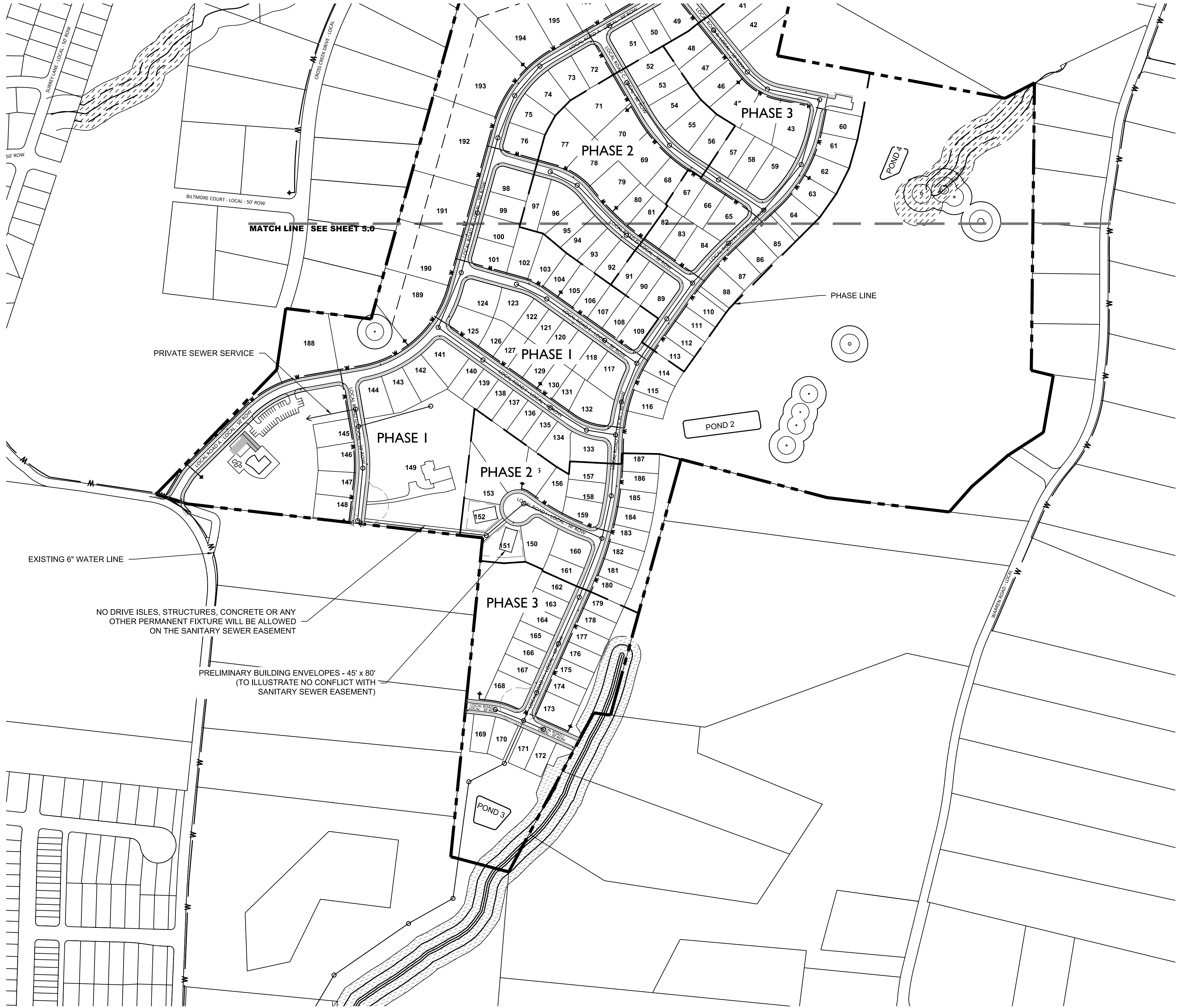
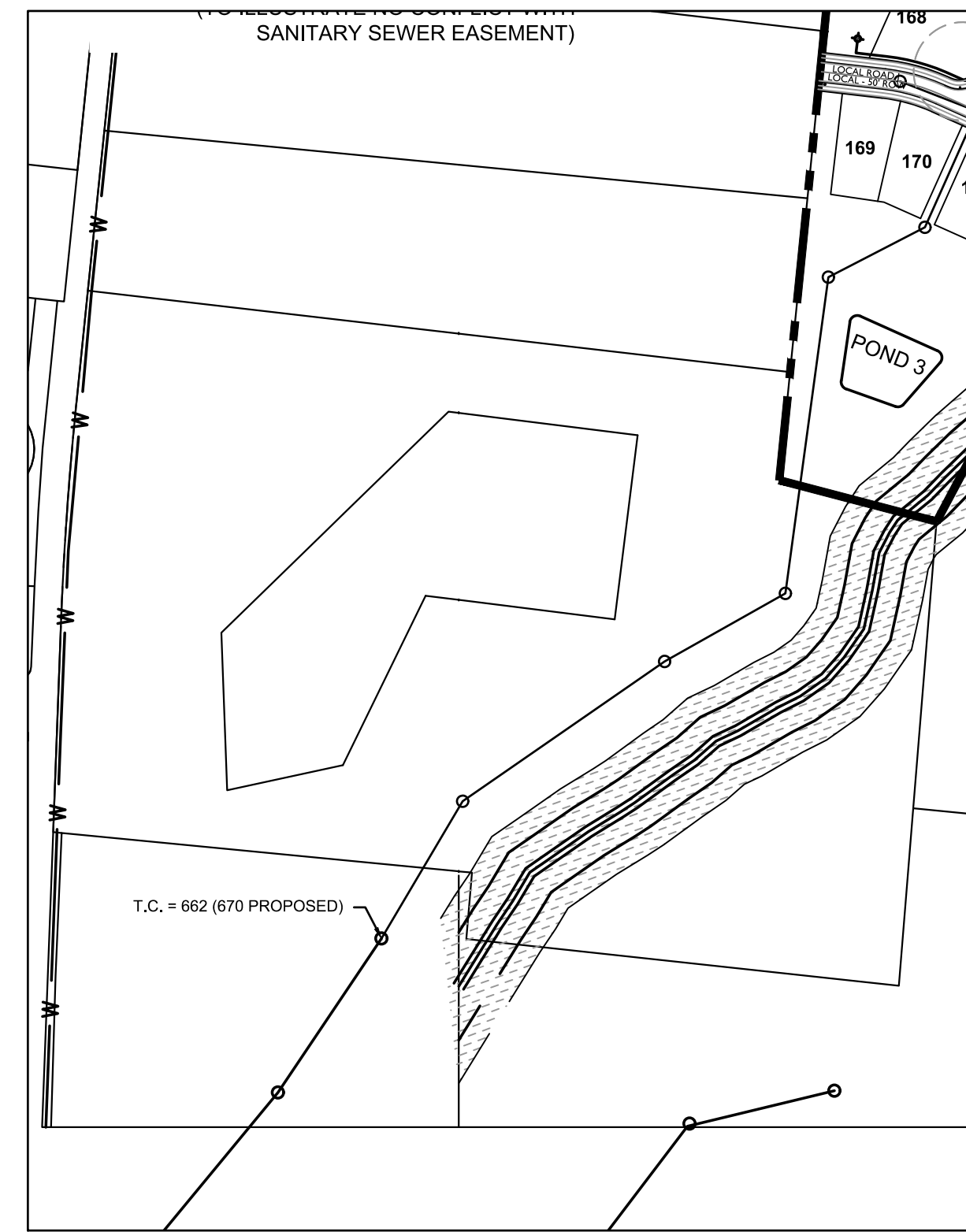
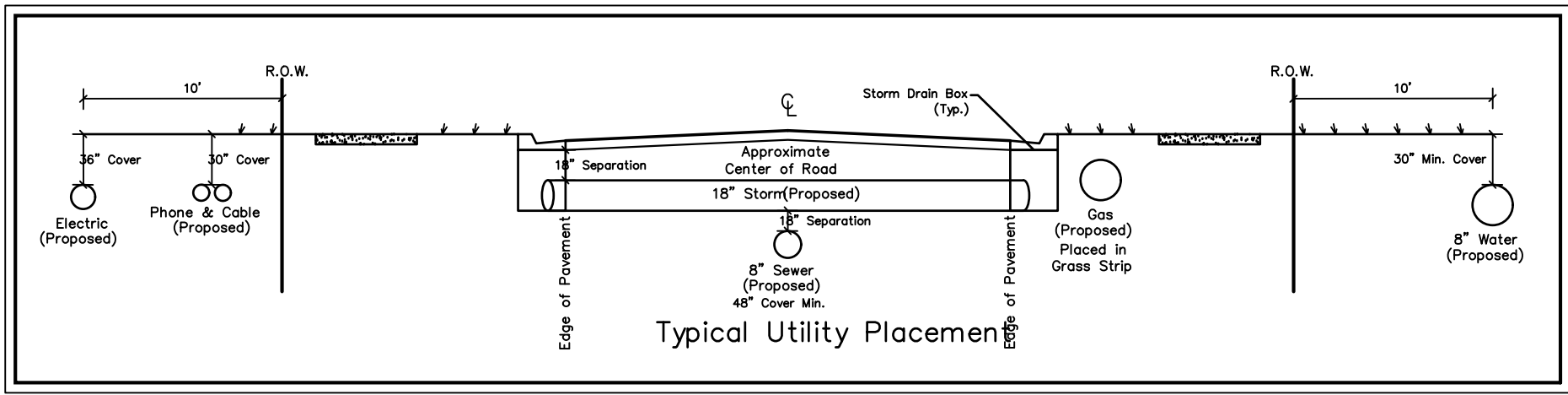
Franklin, Williamson County, Tennessee



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamble209@gmail.com
615.975.5765

NORTH UTILITY PLAN

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 Water Management Department.
 6. All off-site work within the public right-of-way shall require an approved traffic control plan which complies with the MUTCD. No off-site excavation may be undertaken in any street, road, alley or right-of-way of any utility or temporary construction easement of the City of Franklin by any entity unless 72-hour notice has been given to the City of Franklin Traffic Operations Center. The contractor shall have an approved traffic control plan onsite during construction.
 7. Any damages caused to existing utilities during construction shall, at his own expense, be replaced or repaired to original condition and quality, as approved by the owner and representative of the appropriate utility company, by the Contractor.
 8. Location of Water Line is approximate. True location of water line, fire hydrants, water valves, etc. to be designed by Microfton Utility District during sectional Site Plan phase of development.
 9. When required, permanent exclusive easements must be provided with a minimum width of 20 feet. Easement width requirements are as follow:
 1. 0'-12' depth requires 20' easement.
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 3. Depths greater than 20' requires prior approval.A minimum 10-foot wide temporary construction easement on each side of the permanent easement must also be provided. No trees shall be planted within the permanent easements.

Water Service Provided by:
Microfton Utility District
633 Arno Road
Franklin, TN 37064
615-794-5947

Sewer Service Provided by:
Water Management
124 Lumber Drive
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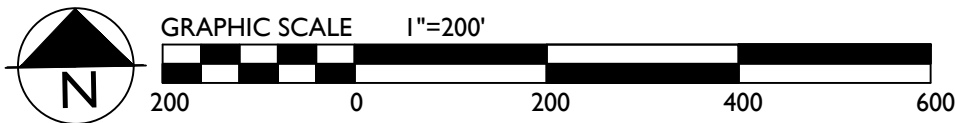
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Total Flow in GPD: 69,650 GPD

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Number of Units: 37
Total Flow in GPD: 12,950 GPD

Sewer (Simmons Ridge) Unit Flow in GPD: 350 GPD per [unit]
Number of Units: 162
Total Flow in GPD: 56,700 GPD

Stream Buffer Note:
There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation except as permitted by the City Engineer, or his designee.

Tennessee State Plane Coordinate System
Zone 5301, Fipzone 4100; NAD 83 Datum



Revisions:

Drawing Notes:

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: JUNE 2, 2017

**COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN**
Franklin, Williamson County, Tennessee



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamble209@gmail.com
615.975.5765

**SOUTH
UTILITY
PLAN**

C 5.1

COF XXXX

A



TYPICAL HOME ELEVATION 'A'

1. HOME STYLE WITH GARAGE ACCESSED FROM THE FRONT FACING STREET. GARAGE IS RECESSED A MINIMUM OF 10 FEET FROM THE FRONT ELEVATION AND DRIVEWAYS ARE A MINIMUM OF 22' FROM THE SIDEWALK.
2. ONE TO TWO STORIES IN HEIGHT.
3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
4. THESE ELEVATIONS HAVE BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF FRANKLIN'S ARCHITECTURAL DESIGN STANDARDS AND THE APPROVAL OF THE PLANNING COMMISSION/CITY OF FRANKLIN. CHANGES SHALL NOT BE MADE TO THE APPROVED ELEVATIONS UNLESS APPROVED BY EITHER THE CODES DIRECTOR OR THE PLANNING COMMISSION.
5. ELEVATIONS SHOWN ARE TYPICAL FOR THIS DEVELOPMENT. FINAL DESIGN PLANS SHALL BE SUBMITTED WITH THE REQUEST FOR BUILDING PERMITS AND SHALL INDICATE COMPLIANCE WITH THE CITY OF FRANKLIN'S ARCHITECTURAL DESIGN STANDARDS, SPECIFICALLY THE REQUIREMENT FOR EXPOSED FOUNDATIONS OR WATER TABLES/ELEVATED FINISHED FLOORS AND GARAGE DOOR SEPARATION/MAXIMUM WIDTHS.
6. BUILDINGS WITH SIDE ELEVATIONS FACING A PUBLIC RIGHT-OF-WAY SHALL HAVE WINDOWS AND ARCHITECTURAL FEATURES SIMILAR TO THE FRONT ELEVATION.
7. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 2200 SF TO 4500 SF
8. THE FINISHED FLOOR ELEVATION OF THE FRONT FACADE TO BE A MINIMUM OF 18 INCHES ABOVE THE FINISHED GRADE.
9. FRONT FACING GARAGES ARE REQUIRED TO HAVE GARAGE DOORS NO LARGER THAN 9' IN WIDTH WITH A 2' SEPARATION BETWEEN THE DOORS.

B



TYPICAL HOME ELEVATION 'B'

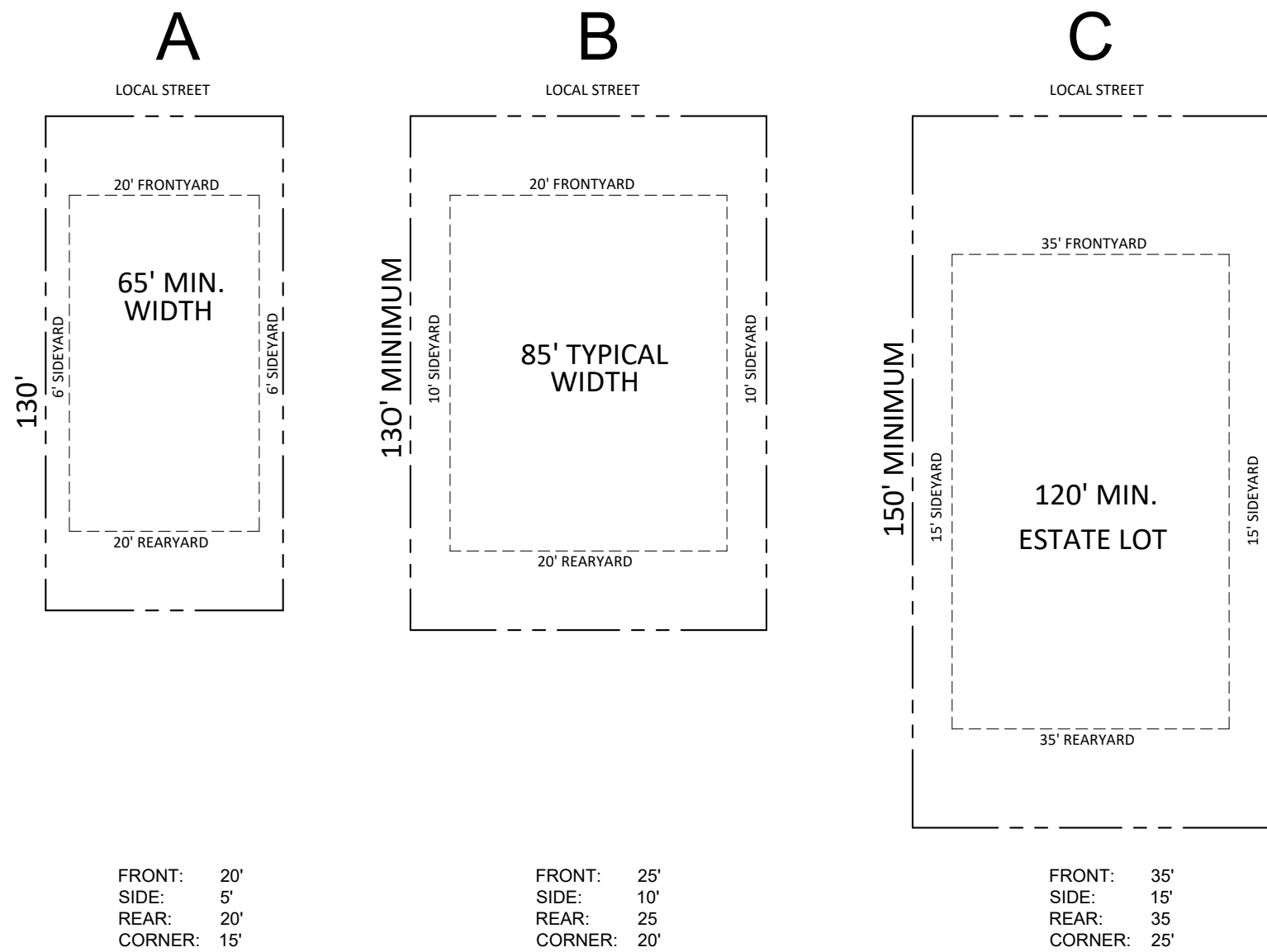
1. HOME STYLE FOR LOTS WITH GARAGE ACCESSED FROM THE STREET WITH SIDE LOADED GARAGE.
2. ONE TO TWO STORIES IN HEIGHT.
3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
4. SIDE-LOADED GARAGES
5. DRIVEWAY IS A MINIMUM OF 22' FROM THE SIDEWALK TO THE GARAGE DOORS.
6. ALL TWO CAR GARAGES SHALL HAVE TWO GARAGE DOORS WITH A MAXIMUM WIDTH OF 9' WIDE WITH A 2 FOOT MINIMUM SEPARATION BETWEEN.
7. THESE ELEVATIONS HAVE BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF FRANKLIN'S ARCHITECTURAL DESIGN STANDARDS AND THE APPROVAL OF THE PLANNING COMMISSION/CITY OF FRANKLIN. CHANGES SHALL NOT BE MADE TO THE APPROVED ELEVATIONS UNLESS APPROVED BY EITHER THE CODES DIRECTOR OR THE PLANNING COMMISSION.
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9. BUILDINGS WITH SIDE ELEVATIONS FACING A PUBLIC RIGHT-OF-WAY SHAL HAVE WINDOWS AND ARCHITECTURAL FEATURES SIMILAR TO THE FRONT ELEVATION.
10. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 2800 SF TO 5000 SF
11. THE FINISHED FLOOR ELEVATION OF THE FRONT FACADE TO BE A MINIMUM OF 18 INCHES ABOVE THE FINISHED GRADE.

C



TYPICAL HOME ELEVATION 'C'

1. HOME STYLE FOR LOTS WITH GARAGE ACCESSED FROM THE STREET WITH SIDE LOADED GARAGE.
2. ONE TO TWO STORIES IN HEIGHT.
3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
4. SIDE-LOADED GARAGES
5. DRIVEWAY IS A MINIMUM OF 22' FROM THE SIDEWALK TO THE GARAGE DOORS.
6. ALL TWO CAR GARAGES SHALL HAVE TWO GARAGE DOORS WITH A MAXIMUM WIDTH OF 9' WIDE WITH A 2 FOOT MINIMUM SEPARATION BETWEEN.
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8. ELEVATIONS SHOWN ARE TYPICAL FOR THIS DEVELOPMENT. FINAL DESIGN PLANS SHALL BE SUBMITTED WITH THE REQUEST FOR BUILDING PERMITS AND SHALL INDICATE COMPLIANCE WITH THE CITY OF FRANKLIN'S ARCHITECTURAL DESIGN STANDARDS, SPECIFICALLY THE REQUIREMENT FOR EXPOSED FOUNDATIONS OR WATER TABLES/ELEVATED FINISHED FLOORS AND GARAGE DOOR SEPARATION/MAXIMUM WIDTHS.
9. BUILDINGS WITH SIDE ELEVATIONS FACING A PUBLIC RIGHT-OF-WAY SHAL HAVE WINDOWS AND ARCHITECTURAL FEATURES SIMILAR TO THE FRONT ELEVATION.
10. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 2800 SF TO 5000 SF
11. THE FINISHED FLOOR ELEVATION OF THE FRONT FACADE TO BE A MINIMUM OF 18 INCHES ABOVE THE FINISHED GRADE.



TYPICAL LOT DIAGRAMS AND SETBACKS

The home elevations shown here are representative of the homes planned for Colletta Park. They are the basis for design review by the City of Franklin at the time of Site Plan Submittal. Based on my professional experience, the plans presented meet or exceed the design standards set forth by the City of Franklin.

Greg Gamble, Registered Landscape Architect.

DATE: November 10, 2017

TO: Franklin Municipal Planning Commission

FROM: Emily Hunter, Director of Planning and Sustainability
Amy Diaz-Barriga, Current Planning Supervisor
Josh King, Principal Planner

Subject

..title

Consideration Of Resolution 2017-62, To Be Entitled: "A Resolution Approving A Development Plan For Colletta Park PUD Subdivision, With 2 Modifications Of Development Standards (Lots Less Than One Acre, Cul-De-Sac Length Greater Than 500 Feet), For The Properties Located South Of Murfreesboro Road And East Of Carothers Parkway, (Including 4350 And 4344 South Carothers Road)."

..body

Project Information

COF Project Number: 6559
Applicant: Greg Gamble, Gamble Design
Owner: Kevin Estes, Land Solutions Inc.

Background/Staff Comments

Envision Franklin recommends a Single Family Residential design concept for the area south of Murfreesboro Road and east of the existing subdivisions of Franklin East and Cross Creek:

The Single-Family Residential design concept consists of single-family residential neighborhoods, which provide a range of single-family dwelling and lot sizes. The defined character may vary by neighborhood, but new developments should transition from the existing development patterns in adjacent neighborhoods. 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 community amenities.

New buildings along established streets should be designed to be compatible with the predominant character along the street. The integrity of existing neighborhoods and subdivisions should be preserved. 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. Proportion, design, and facade width of dwelling should not be dominated by garages. Rear and side facing garages are encouraged, as well as front-facing garages that are substantially recessed from the front facade of the dwelling.

New development should include a range of lot sizes, the following are recommended minimums, but lot sizes should vary to provide more diverse housing options. Larger developments are expected to have a wide range of sizes.

- Lots with dwellings having attached garages that are front, side, or rear facing should have minimum widths of 65 feet and minimum sizes of 7,150 square feet.*
- Lots with dwellings having front-facing detached garages should have minimum widths of 50 feet and minimum sizes of 5,500 square feet.*

Lots on the periphery of new developments should be sized to be consistent with the existing lots of adjacent neighborhoods. Smaller lots may be located internally within new developments and should be served by active park amenities within walking distance.

Within this new development, lots in sections 1-5 abut the existing single family subdivisions of Franklin East and Cross Creek Subdivision. The lot lines are drawn to align as closely as possible to minimize conflict points. Topography (naturally occurring), wetlands, stream buffer, and required bio retention areas (through informal open space) are strategically located along the eastern boundary of the site to create the maximum amount of space between existing homes and proposed homes. Lots throughout these sections include a range of lot sizes, all of which are compatible with Envision Franklin.

Envision Franklin recommends the existing parcel at 4350 South Carothers Road be in a Mixed Residential design concept:

The Mixed Residential design concept contains residential neighborhoods with a combination of single-family dwellings, big houses, duplexes, and townhouses. The defined character across this design concept may vary by neighborhood, but new development should transition from existing development patterns in adjacent neighborhoods. 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.

Development should be designed so that single-family dwellings, or, in some cases, duplexes, are located on the periphery in order to transition to existing single-family neighborhoods. The lot and yard sizes along the periphery of the development should be consistent with those of existing adjacent lots. Smaller, single-family lots, big houses, duplexes, and townhouses may be located internally within new developments and should be served by active park amenities within walking distance. For new development outside of Mack Hatcher Parkway, single-family lots should include a range of lot sizes. The following are recommended minimums, but lot sizes should vary to provide more diverse housing options. Larger developments are expected to have a wide range of sizes:

- 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.*

- *Lots with dwellings having front-facing detached garages should have a minimum width of 50 feet and a minimum lot size of 5,500 square feet.*

The applicant has proposed a subdivision of single-family residential homes only. A variety of lot sizes is achieved as the proposed development transitions south towards Carothers Road.

Modification of Standards Request #1- Lots less than 1 Acre in size.

Section 3.5.10(2)(d)(iii) of the Zoning Ordinance states: *New development shall be restricted to detached residential dwellings on lots with a minimum lot area of one to five acres.*

The current recommendation of Envision Franklin, as stated above, is for a single family residential subdivision with compatible lot sizes. The applicant is proposing lot sizes compatible the existing lots within Franklin East Subdivision and Cross Creek Subdivisions to be located in the area of the proposed subdivision that abuts these existing County subdivisions. The lots then transition smaller to the south to lot sizes compatible with other City subdivisions in the immediate vicinity.

Staff Recommends **Approval** of this Modification of Standards Request.

Modification of Standards Request #2- Cul-De-Sac length greater than 500 Feet.

Section 5.10.8(1)(d) of the Zoning Ordinance states: *Cul-de-sac streets shall not extend for more than 500 feet as measured from the center of the cul-de-sac turn around to the nearest right-of-way boundary of the adjoining street right-of-way intersection.*

The existing property boundaries on the south constrain the roadway layout and design. Two connection points with pavement to the edge of the property are provided with this development. A temporary turnaround is being provided with this development until such a time the properties to the east or west are annexed into the City and connected to this parcel.

Section 5.10.8(1)(e) restricts the number of lots that can be served in a development: *Cul-de-sac or temporary dead end streets shall not serve more than 20 lots in a development.*

The basis of this restriction is a concern for accessibility of the homes in the unlikely event of a fire. City staff drafted a condition of approval on this Development Plan which states:

"Building permits shall only be issued for 20 units until the applicant constructs a secondary access road or emergency access route. Alternatively, the applicant may fully bond the roadway infrastructure along the route that completes the secondary access or emergency access point. The applicant shall submit a phasing plan for development that incorporates this condition of approval.

If more than 20 homes are permitted for any reason and not meeting the condition above, all homes will require the installation and maintenance of an automatic home fire sprinkler system to compensate for the extended travel distance and the single access point. This requirement shall be recorded on the final plat of each phase approved."

This Condition of Approval best addresses the safety concerns staff has identified during the review process.

Staff Recommends **Approval** of this Modification of Standards Request.

Project Considerations

Project Considerations are not conditions of this approval, but are intended to highlight issues that should be considered in the overall site design or may be required when more detailed plans are submitted for review. These items are not meant to be exhaustive and all City requirements and ordinances must be met with each plan submittal.

Architecture is not approved at Development Plan stage, but should stay consistent through site plan and permitting stage.

A total of 99 lots have been deemed critical lots due to slope constraints. These lots will be reviewed at building permit and grading stages to determine the appropriate building envelope.

Recommendation

..recommendation

Recommend favorably to the Board of Mayor and Aldermen.

..end

See attached pages for a list of staff recommended conditions of approval.

PROCEDURAL REQUIREMENTS:

1. 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.

CONDITIONS OF APPROVAL:

Open Issues: 8 These issues are currently being filtered

Addressing

General Issues

10. Street Name

lori.jarosz@franklintn.gov This comment is to remain open until street names have been submitted and approved.

Engineering - PUD Plan Checklist

General Issues

18. D. Statement of Impacts

carlb@franklintn.gov Applicant has partially met this condition by reaching out to Jimmy Wiseman. The specific roadway improvements must be shown in the plans as scaled schematics on maps, to be submitted as a condition of approval for this development. Such schematics shall be submitted for One-Stop review, with approval at that step to allow the development to proceed. Any application for roadway impact fee offset for funding these improvements must be approved by the BOMA prior to site plan approval.
[Edited By Carl Baughman]

23. F. Development Plan

kevin.long@franklintn.gov *The following is an Advisory Comment to be addressed if needed at site plan, but does not hinder the approval of the Development Plan.*

Advisory Comment: Any street stubs (serving more than one lot) at the boundary of the PUD or at section lines shall be designed and constructed in accordance with COF Std. Dwg SD-2, Temporary Cul-de-sac.
[Edited By Kevin Long]

25. ROW Dedication

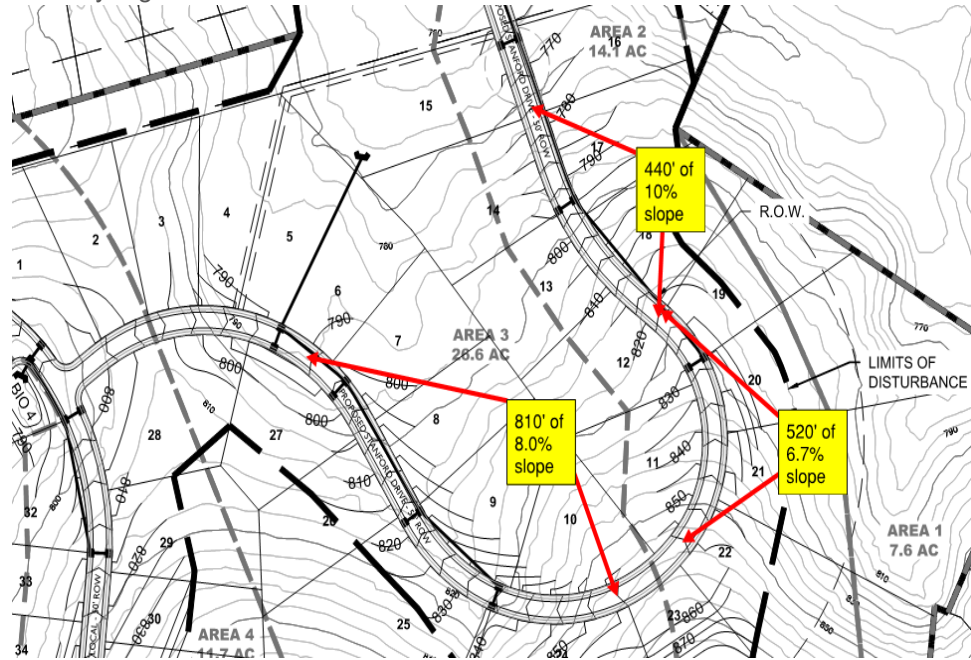
joe.marlo@franklintn.gov Applicant to show a note on Development Plan C2.0 stating "ROW dedication along site frontage with Highway 96 to extend 52.5 feet from the centerline of the roadway."

Applicant to be aware that additional dedication may be required along site frontage with further design refinement at the Site Plan stage.

30. F. Development Plan

The following is an Advisory Comment and reminder to staff to be addressed at the site plan stage. **This comment does not hinder the approval of the Development Plan.**

Advisory Comment: Special consideration will need to be made for the street and drainage design in section 1 due to the length of excessive grades for the proposed roadway alignments.



38. Steep Slopes

The following is an Advisory Comment, but **does not hinder the approval of the Development Plan.**

Advisory Comment: While grades will be better defined by the field-run topographic survey required at Site Plan stage, GIS data on the Development Plan shows several proposed lots in areas having steep slopes exceeding 14%. The Applicant is to be aware that in the review of Critical Lot plans, the City of Franklin will not waive any City requirements for construction proposed on lots with steep slopes, including 3H:1V maximum site slopes, maximum residential retaining wall heights listed in Zoning Ordinance Table 5-8, 14% maximum driveway slopes with an 8% maximum driveway approach from the street, etc. No development is permitted in areas with natural slopes of 20% or greater.

Planning

General Issues

35. Phasing Plan

josh.king@franklinton.gov

Building permits shall only be issued for 20 units until the applicant constructs a secondary access road or emergency access route. Alternatively, the applicant may fully bond the roadway infrastructure along the route that completes the secondary access or emergency access point. The applicant shall submit a phasing plan for development that incorporates this condition of approval.

If more than 20 homes are permitted for any reason and not meeting the condition above, all homes will require the installation and maintenance of an automatic home fire sprinkler system to compensate for the extended travel distance and the single access point. This requirement shall be recorded on the final plat of each phase approved.

Planning (Landscape)

General Issues

41. Existing tree canopy on existing conditions

jason.arnold@franklinton.gov

On sheets C1.2 & C1.3, the existing canopy is very difficult to read, when compared to the previous submit. Applicant shall improve graphic representation of existing canopy.

November 08, 2022

Mrs. Amy Diaz-Barriga
Current Planning Supervisor
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

RE: Colletta Park PUD CoF # 6559 - Franklin, TN - PUD Vesting Extension

Mrs. Diaz-Barriga,

Please consider this email our formal request to extend the current vesting period for the Development Plan at Colletta Park PUD (CoF # 6559) for an additional 3 years. This would move the Development Plan's expiration date to December 12, 2026.

The request for an extension is being made due to a variety of ever-changing market conditions that include the impacts from the Covid-19 pandemic, historical inflation, soaring costs and the recent government-issued interest rate hikes.

Most importantly, we have worked diligently to secure the required off site, right-of-way easements but still have some remaining coordination with the city and various neighbors to record those easements to begin construction of the required offsite roadwork at South Carothers Road and city sewer improvement extensions.

Thank you,

A handwritten signature in blue ink, appearing to read 'Mike Koch', with a stylized flourish at the end.

Mike Koch
Manager - DS Colletta Park Sub, LLC
Phone: 602.820-2698
Email: mkoch@suncrestreal.com

CC: Dan Crunk

CC: Michael Ray



File #: 21-04235

DATE: February 1, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kevin Townsel, Director of Human Resources

SUBJECT:

*Consideration Of Resolution 2023-02, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Voluntary Products For Employees For A Term Of Award

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a resolution authorizing the use of the competitive sealed proposal procurement method for choosing the service provider for voluntary products for employees for a term of award.

BACKGROUND/STAFF COMMENTS:

City has always offered voluntary products to employees. Currently, employees can elect to enroll in voluntary group term life insurance and/or voluntary short-term disability. Employees can enroll in these programs when newly hired or during open enrollment each year. Our current vendor contract is expiring and is due to rebid.

FINANCIAL IMPACT:

There is no financial impact to the City. This is funded by the employee.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2023-02, authorizing the use of the competitive sealed proposal procurement method for choosing the service provider for voluntary products for employees for a term of award.

RESOLUTION 2023-02

**A RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE SEALED PROPOSAL
PROCUREMENT METHOD FOR CHOOSING THE SERVICE PROVIDER FOR VOLUNTARY PRODUCTS
FOR EMPLOYEES FOR A TERM OF AWARD**

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1207 the City may use competitive sealed proposals rather than competitive sealed bids when the City adopts a process for the use of competitive sealed proposals and determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City; and

WHEREAS, the City passed Ordinance 2019-24 on August 13, 2019, authorizing the use of the competitive sealed proposal procurement method; and

WHEREAS, should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then City staff requests authority to use the competitive sealed proposal procurement method for determining which service provider to recommend for award of voluntary products for employees for a term of award; and

WHEREAS, the Board of Mayor and Aldermen find that the use of the competitive sealed proposal procurement method is advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

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

Should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then the City is authorized to use the competitive sealed proposal procurement method pursuant to the standards set forth in Municipal Code § 5-504 for determining which service provider to recommend for award of voluntary life insurance and voluntary short-term disability products for employees for a term of award because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 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 #: 21-04247

DATE: February 3, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Brian Wilcox, Purchasing Manager

SUBJECT:

*Consideration Of Resolution 2023-06, A Resolution To Allow Reporting Of COF Contract No. 2022-0061, An Addendum For The City Of Franklin To Participate In The State Of Tennessee Purchasing Card Program Without Disclosing The Name Of The Financial Institution Of A Participating Entity

PURPOSE:

The purpose of this agenda item is to seek the Board of Mayor and Aldermen's permission to report (at a subsequent meeting but without disclosing the name of the financial institution) the execution of a Participating Entity Addendum (City Contract No. 2022-0061) for the City of Franklin to participate in the State of Tennessee purchasing card program.

BACKGROUND/STAFF COMMENTS:

The purpose of this procurement is to replace the City's current purchasing card program with Pinnacle Bank, which was established pursuant to City solicitation no. 2017-011 and contract no. 2017-0088. The contract has run its course and has no more options for extension, with the purchasing card program offered by the State of Tennessee statewide contract 777, no. 52321, as made available to Tennessee local governments by the Tennessee Department of General Services.

Pursuant to authority previously granted by the Board of Mayor and Aldermen, the City Administrator has already executed the Participating Entity Addendum (City Contract No. 2022-0061) for the City of Franklin to participate in the State of Tennessee purchasing card program for the City of Franklin to participate in the State of Tennessee purchasing card program. However, before staff is able to report execution of that contract, staff requests the Board of Mayor and Aldermen consider whether the City may honor a request by the Tennessee Department of General Services not to disclose publicly the name of the financial institution party to Tennessee statewide contract 777, no. 52321.

FINANCIAL IMPACT:

The only fee payable by the City for participating in the State of Tennessee purchasing card program is a foreign transaction fee for any foreign transactions made by City cardholders. Further, pursuant to the financial institution's arrangement with the State of Tennessee, the City will be due a rebate based on total dollar volume of spend under the State of Tennessee purchasing card program for City cardholder net charges (defined to mean all charges less such things as credits, fees, fraudulent

charges, chargebacks and charges qualifying for discounted rebate), plus an additional rebate rate for speed of payment after cycle close. The rebate rates offered under the State of Tennessee purchasing card program compare favorably with rebate rates payable to the City under the current purchasing card program with Pinnacle Bank since the rebate rates payable under the State purchasing card program are based on spend volume that includes the State of Tennessee, the University of Tennessee and the Tennessee Board of Regents.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2023-06.

RESOLUTION 2023-06

A RESOLUTION REGARDING THE EXECUTION OF CONTRACT NO. 2022-0061 FOR THE CITY OF FRANKLIN TO PARTICIPATE IN A PURCHASING CARD PROGRAM USING THE CONTRACT MADE AVAILABLE TO LOCAL GOVERNMENTS BY THE TENNESSEE DEPARTMENT OF GENERAL SERVICES WITHOUT PUBLICLY DISCLOSING THE FINANCIAL INSTITUTION AT THE REQUEST OF THE STATE.

WHEREAS, the City of Franklin's current purchasing card program with Pinnacle Bank (which was established pursuant to City Solicitation No. 2017-011 and Contract No. 2017-0088) has no further options for extension, while the program now offered by the State of Tennessee, statewide contract 777, no. 52321, has been made available to Tennessee local governments by the Tennessee Department of General Services; and

WHEREAS, the execution of Contract No. 2022-0061 was completed by the City of Franklin pursuant to authority previously granted by the Board of Mayor and Aldermen to participate in the State of Tennessee purchasing card program; and

WHEREAS, the Tennessee Department of General Services requested that the name of the financial institution party to Tennessee statewide contract 777, no. 52321 and COF Contract No. 2022-0061, not be disclosed publicly (Exhibit A); and

WHEREAS, T.C.A § 10-7-504(i) authorizes the State of Tennessee and any county, municipality, city or other political subdivision of the State of Tennessee, to maintain the confidentiality of information that would: *"allow a person to obtain unauthorized access to confidential information or to government property"*; and

WHEREAS, pursuant to T.C.A § 10-7-504(i)(3)(C), in order for a municipality to maintain the confidentiality of a vendor to protect electronic information processing systems, telecommunication and other communication systems, data storage systems, government employee information, or citizen information, the governing body of the governmental entity (i.e., BOMA) must vote affirmatively to make such information confidential; and

WHEREAS, in order to maintain the confidentiality requested by the State of Tennessee, the Board of Mayor and Aldermen must redact the financial institution party's name from Contract No. 2022-0061 and refrain from its public disclosure; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to honor the request of the State of Tennessee and redact the financial institution party's name from Contract No. 2022-0061 and refrain from its public disclosure.

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

1. Pursuant to the authority granted in T.C.A. § 10-7-504(i), the Board of Mayor and Aldermen approve the request of the State of Tennessee to keep confidential and refrain from public disclosure the identity of the financial institution vendor to Contract No. 2022-0061.
2. City of Franklin Contract No. 2022-0061 shall be presented with the financial institution name redacted.
3. That this Resolution shall take effect immediately upon its passage.

IT IS SO RESOLVED AND DONE on this _____ day of February 2023.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
J. Blake Harper
Staff Attorney



Department of
General Services

Central
Procurement Office

**Statewide Contracts
Authorized Users**

**NOTICE OF STATE SECURITY
CONFIDENTIAL INFORMATION**

DATE

Authorized Users:

Thank you for your interest in utilizing Statewide Contracts. This letter serves as notice that some statewide contracts issued by the State of Tennessee Central Procurement Office have been identified by the Department of Finance and Administration, Strategic Technology Solutions as containing information that is confidential under an exception to the Public Records Act.

In order for the State to comply with this requirement and as a condition to receive information related to covered Statewide Contracts, Authorized Users who are interested in participating in Statewide Contracts containing confidential information must sign and return the attached acknowledgement of this State Security Confidential Information Notice and return it to the Central Procurement Office at CPO.SWC@tn.gov

**Statewide Contracts
Authorized Users**

**STATE SECURITY
CONFIDENTIAL INFORMATION
ACKNOWLEDGEMENT**

The entity listed below, who is authorized to and who may purchase off of the State of Tennessee Central Procurement Office Statewide Contract ("Authorized User") acknowledges as follows:

1. The Authorized User is aware that certain information contained in Statewide Contracts may contain information that is confidential under an exception to the Tennessee Public Records Act ("Confidential State Data"). In particular, information that is confidential under Tenn. Code Ann. § 10-7-504(i) includes but is not limited to:
 - a. Information that would allow a person to obtain unauthorized access to confidential information or to government property. "Government Property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity.
 - b. Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property.
 - c. Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity.
 - d. Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.
 - e. The identity of a vendor that provides goods and services used to electronic information processing systems, telecommunication and other communication systems, data storage systems, government employee information, or citizen information to the State.
2. The Authorized User agrees to safeguard and hold in strict confidence all Confidential State Data and shall not disclose the Confidential State Data to third parties except as required under state or federal law.
3. To the fullest extent allowable under applicable law or regulation, the Authorized User shall promptly notify and provide to the State a reasonable opportunity to oppose any disclosure required under state or federal law.

This acknowledgement shall be effective as of the date signed below:

INSERT AUTHORIZED USER NAME

By: Eric S. Stuckey
 Name: Eric S. Stuckey
 Title: City Administrator
 Date: 1-25-2022



File #: 21-04248

DATE: February 3, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney
Emily Wright, Director of Planning and Sustainability

SUBJECT:

Consideration Of COF Contract No. 2022-0029, A Memorandum Of Understanding Between The City Of Franklin, Tennessee And Williamson County, Tennessee Concerning Application Of Building And Code Requirements

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Memorandum of Understanding between the County, the City, and the Franklin Municipal Planning Commission.

BACKGROUND/STAFF COMMENTS:

The County is currently progressing through multiple capital improvement projects for the construction and expansion of a new Juvenile Services Facility, Sheriff's Office, Special Operations Facility, and new adult Jail in the vicinity of Beasley Drive in Franklin, Tennessee. The County intends to construct a new Special Operations Facility ("Project") at the previous location of the Williamson County Material Recovery Facility to be located at 420 Century Court, Franklin, Tennessee ("Property"). The City's boundary dissects a small portion of the Property which the County intends to construct the new Special Operations Facility ("Facility"), resulting in a portion of the Facility being located in the City and the remaining portion in the unincorporated county. An Exhibit is attached to this item illustrating the Facility and the property line. Because the proposed public Facility will be located in both the City and the unincorporated county at the time of preconstruction and construction, the parties propose to enter into this MOU which shall set forth the parties' responsibilities concerning the application of the City's building codes and permitting approval process to be applicable through the construction of the Project. Specifically, the parties would agree that County will take action to opt out of the City's formal site plan approval process. County further agrees to meet City's standards on both sides of the Property by participating in the City's internal "DRT plan review" to the extent required by state and federal agencies, except in the event, County exercises its authority under Tenn. Code Ann. § 13-4-104. The County agrees to submit and City agrees to review with its Department Review Team, the plans and will provide comment and suggestion. County will submit the information and documentation typically requested by City for projects similar in size and nature as this Project. The parties agree that this process will not involve Franklin Municipal Planning Commission or Board of Mayor and Alderman formal

approval or disapproval except in the event County exercise its authority under Tenn. Code Ann. § 13-4-104.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2022-0029, A Memorandum Of Understanding Between The City Of Franklin, Tennessee And Williamson County, Tennessee Concerning Application Of Building And Code Requirements.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FRANKLIN, TENNESSEE AND
WILLIAMSON COUNTY, TENNESSEE CONCERNING APPLICATION OF
BUILDING AND CODE REQUIREMENTS
COF Contract No. 2022-0029**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, the CITY OF FRANKLIN, TENNESSEE ("City"), a municipal government located at 109 3rd Avenue South, Franklin, Tennessee 37064, and the FRANKLIN MUNICIPAL PLANNING COMMISSION ("FMPC"), a municipal planning commission located at 109 3rd Avenue South, Franklin, Tennessee 37064.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. Background and Purpose. County, through The Public Building Authority of Williamson County, Tennessee, is currently progressing through multiple capital improvement projects for the construction and expansion of a new Juvenile Services Facility, Sheriff's Office, Special Operations Facility, and new adult Jail in the vicinity of Beasley Drive in Franklin, Tennessee. County intends to construct a new Special Operations Facility ("Project") at the previous location of the Williamson County Material Recovery Facility to be located at 420 Century Court, Franklin, Tennessee ("Property"). The City's boundary dissects a small portion of the Property which County intends to construct the new Special Operations Facility ("Facility"), resulting in a portion of the Facility to be located in the City and the remaining portion in the unincorporated county. Because the proposed public Facility will be located in both the City and the unincorporated county at the time of preconstruction and construction, the parties have agreed to the terms of this MOU which shall set forth the parties' responsibilities concerning the application of the City's building codes and permitting approval process to be applicable through the construction of the Project. The responsibilities of this MOU shall be effective during the construction of the Project and related building requirements.

II. Authority to Regulate. The parties agree that County will take action to opt out of the City's formal site plan approval process. County further agrees to meet City's standards on both sides of the Property by participating in the City's internal "DRT plan review" to the extent required by state and federal agencies, except in the event, County exercises its authority under Tenn. Code Ann. § 13-4-104. The County agrees to submit, and City agrees to review with its Department Review Team, the plans and will provide comment and suggestion. County will submit the information and documentation typically requested by City for projects similar in size and nature as this Project. The parties agree that this process will not involve Franklin Municipal Planning Commission or Board of Mayor and Alderman formal approval or disapproval except in the event County exercise its authority under Tenn. Code Ann. § 13-4-104.

III. Term. The term of this MOU shall be effective on the day this MOU is fully executed and shall continue until the Project has been fully completed and accepted by County as complete.

IV. Termination. The parties may terminate this MOU upon written agreement of the parties.

V. Cost. Each party shall be responsible for its own costs for the satisfaction of the obligations set forth herein.

VI. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this MOU recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this MOU.

VII. Limitation on Liability. Each party shall be responsible for its own actions and the actions of their employees, contractors, subcontractors, and agents, conducted pursuant to this MOU. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

VIII. General Terms.

a. **Choice of Law and Forum.** This MOU shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this MOU, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

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

If to County: **WILLIAMSON COUNTY, TENNESSEE**
County Administrative Complex
1320 West Main Street, Suite 125
Franklin, TN 37064
Attn: County Mayor

If to City: **CITY OF FRANKLIN, TENNESSEE**
Franklin City Hall
109 Third Ave. South
Franklin, TN 37064
Attn: City Mayor

c. **Specific Performance.** The parties recognize that the rights afforded to each under this MOU are unique and, accordingly, County shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

d. **Compliance with Laws.** The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this MOU.

County, City, and FMPC have executed this MOU effective as of the date and year written below.

ATTEST:

WILLIAMSON COUNTY, TENNESSEE

BY:

BY: Rogers Anderson, Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Robert Cook, Williamson County Attorney

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: Eric S. Stuckey, City Administrator

BY: Dr. Ken Moore, Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Shauna R. Billingsley, City Attorney

ATTEST:

FRANKLIN MUNICIPAL PLANNING COMMISSION

BY: Emily Wright, Planning Director

BY: Roger Lindsay, FMPC Chair

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Shauna R. Billingsley, City Attorney

Williamson County/Agreements/Misc/City of Franklin/2022.10.25 MOU Franklin Special Ops -K22-313.docx





File #: 21-04131

DATE: January 25, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

*Consideration To Deny Sewer Availability For Six Unaddressed Properties (Map 119 And Parcels 00703, 00704, 00705, 00707, 00708, And 00709) And 1546 W Harpeth Road (Map 118, Parcel 00700)

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

Date of Request: 12/22/22.
SFUE's Requested: 150.
Domestic Water Meter Size(s): ¾".

This property is located outside of the City limits in the southwest corner of the City's Urban Growth Boundary (UGB). The nearest existing City sanitary sewer infrastructure is nearly 2.5 miles from the property. The property owners have previously requested to be removed from the Franklin UGB and even addressed the BOMA at the 4/12/2022 BOMA Work Session with their request. Given the location along the fringe of the UGB, adjacent to Thompsons Station, and the unavailability of sewer within a reasonable distance, the draft Franklin UGB (created by the City Planning Department) sent to the County recommends removal of these parcels from the Franklin UGB.

Thompson's Station is willing to serve the southern six parcels with sanitary sewer with or without annexation into the Thompson's Station City limits. In addition, a letter from Williamson County Mayor Rogers Anderson states that the County grants permission for Thompson's station to serve those southern lots. The larger northern parcel would be served with septic systems.

The applicant is planning 150 single-family homes across the seven lots and has requested denial.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen deny sewer availability for the above referenced properties.



Type of Availability Requested:

**Project Name &
Subdivision, Section, Lot #**

Map & Parcel(s) #

Property Address:

City Project # (If Applicable)

of Dwelling Units (If Residential)

Applicant's Name & Company

Applicant's Address

Applicant's Email & Phone #

Anticipated Water Meter Size(s) (see chart on pg. 3).

Water District:

Projected Flow TOTAL 52,500 gallons per day

Anticipated sewage flows: Information Required for Sewer Service

If County is requiring this request
please indicate if you are requesting an
approval or denial:

☐ DENY my Request☐ APPROVE my request

approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial

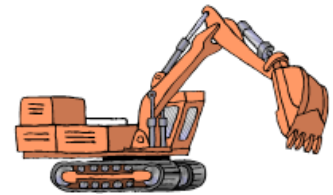
Email Application to: availability@franklintn.gov

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

Date Submitted: December 22, 2022

MEMO

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



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

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

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

Email Application to: availability@franklinton.gov

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

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

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

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

OTHER RELATED INFORMATION:

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

PROPERTIES OUTSIDE OF CITY LIMITS:

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

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

SINGLE FAMILY APPLICANTS:

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

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

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

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

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

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

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

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

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

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

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

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

3- City Installs Tap & Meter

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

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

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

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

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

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

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

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

3 Projected Flow Examples

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



County Mayor

WILLIAMSON COUNTY GOVERNMENT

November 30, 2022

Mr. Andrew Mills
Town Attorney
Town of Thompson's Station
210 E. College Street
Dickson, TN 37055

**Re: Town Provision of Public Sewer to 34.18 acres
W. Harpeth Road - Tax Map 118, Parcel 07.02**

Mr. Mills:

On November 30, 2022, Williamson County received your request, on behalf of the Town of Thompson's Station, that the County grant permission for the Town to provide public sewer service to the above-referenced parcel, because the parcel is currently and will continue to be for the foreseeable future within the unincorporated County. It is also my understanding from your letter that the parcel has now been divided into six separate tracts, to which the Town is seeking to provide public sewer.

This correspondence confirms that Williamson County Government does not currently provide public sewer service to this property and has no plans in the future to provide said service. For this reason, the County has no objection to the Town providing public sewer to these six parcels, collectively the 34.18 acres referenced above. The County will retain all other authority as it relates to the development or building on these properties, and any permits or permissions that may be necessary for development, building or access will be subject to further review and approval by the applicable County departments.

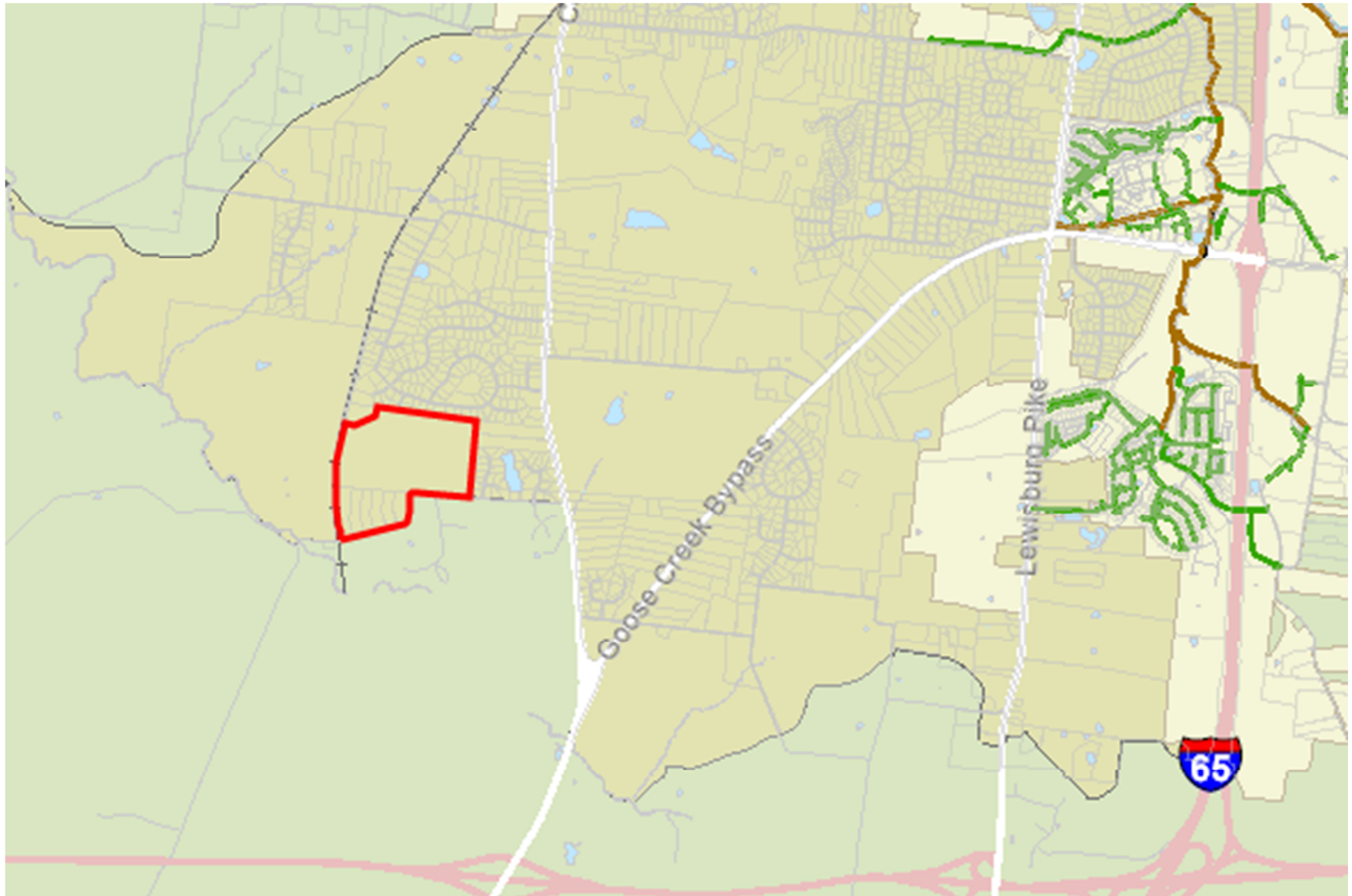
I hope this information is helpful. Should you need anything further, please do not hesitate to contact me.

Sincerely,

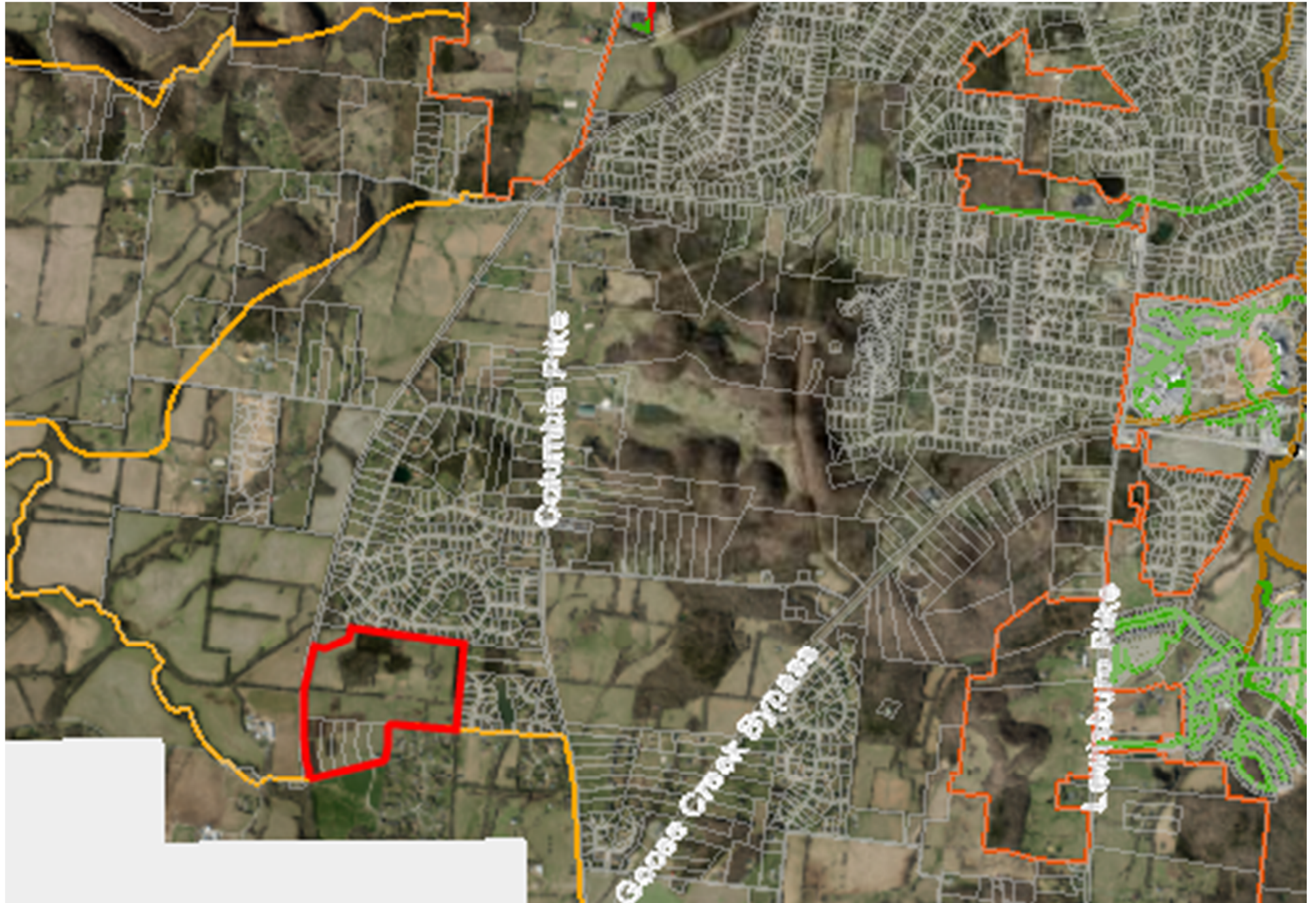
Rogers C. Anderson



LOCATOR MAP



LOCATOR MAP (Aerial view)



An aerial photograph of a residential area in Columbia, South Carolina. A large, irregularly shaped property is outlined with a thick red line. This property is situated between W Hargett Rd to the west and Indian Springs Dr to the south. The red-outlined property contains a large, dark, wooded area and a small pond. To the east of the red-outlined property is a residential neighborhood with several streets labeled, including Columbia Pike, Vintage Ct, Masters Dr, Sunset Dr, and Sunset Ct. A yellow line runs along the bottom edge of the map, likely representing a city boundary or another property line. The surrounding area includes other residential lots, some with houses and others with open fields or woods.



File #: 21-04114

DATE: January 25, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

*Consideration To Deny Sewer Availability For 1126 Warrior Drive (Map 106, Parcel 16200)

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

Date of Request: 12/16/22.
SFUE's Requested: 1.
Domestic Water Meter Size(s): 3/4".

This property is located outside of the City limits in the Leeland subdivision north of Berry Farms with the property adjacent to I-65. No existing City sanitary infrastructure is able to serve this property with City sanitary sewer service. The applicants have requested denial. The applicants stated that their septic is currently failing and is having to be pumped every week to two weeks; therefore, in the interest of public health and safety, the Water Management Department has issued a letter of denial to the applicants to allow them to move forward in repairing or replacing their septic system.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen deny sanitary sewer availability for 1126 Warrior Drive (Map 106, Parcel 16200).



Request for Water and/or Sewer Availability & Associated Costs

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

Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☐ Sewer	
Project Name & Subdivision, Section, Lot #			
Map & Parcel(s) #	106	16200	
Property Address:	1126 Warrior Dr		
City Project # (If Applicable)			
# of Dwelling Units (If Residential)			
Applicant's Name & Company	Douglas Atkins		
Applicant's Address	1126 Warrior Dr., Franklin, TN 37064		
Applicant's Email & Phone #	douglas.atkins@yahoo.com 916-870-8238		
Anticipated Water Meter Size(s) (see chart on pg. 3).	3/4"		
Water District:			
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet –pg.4 350 GPD			
<i>use additional sheets as necessary</i>			
Anticipated sewage flows: Information Required for Sewer Service			
If County is requiring this request please indicate if you are requesting an approval or denial:	☐ DENY my Request ☐ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>		

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

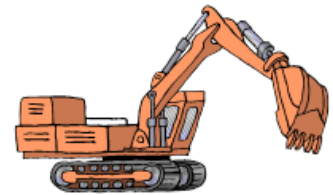
Email Application to: availability@franklintn.gov

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

Date Submitted: _____

MEMO

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



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

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

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

Email Application to: availability@franklinton.gov

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

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

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

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

OTHER RELATED INFORMATION:

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

PROPERTIES OUTSIDE OF CITY LIMITS:

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

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

SINGLE FAMILY APPLICANTS:

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

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

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

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

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

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

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

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

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

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

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

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

3- City Installs Tap & Meter

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

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

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

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

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

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

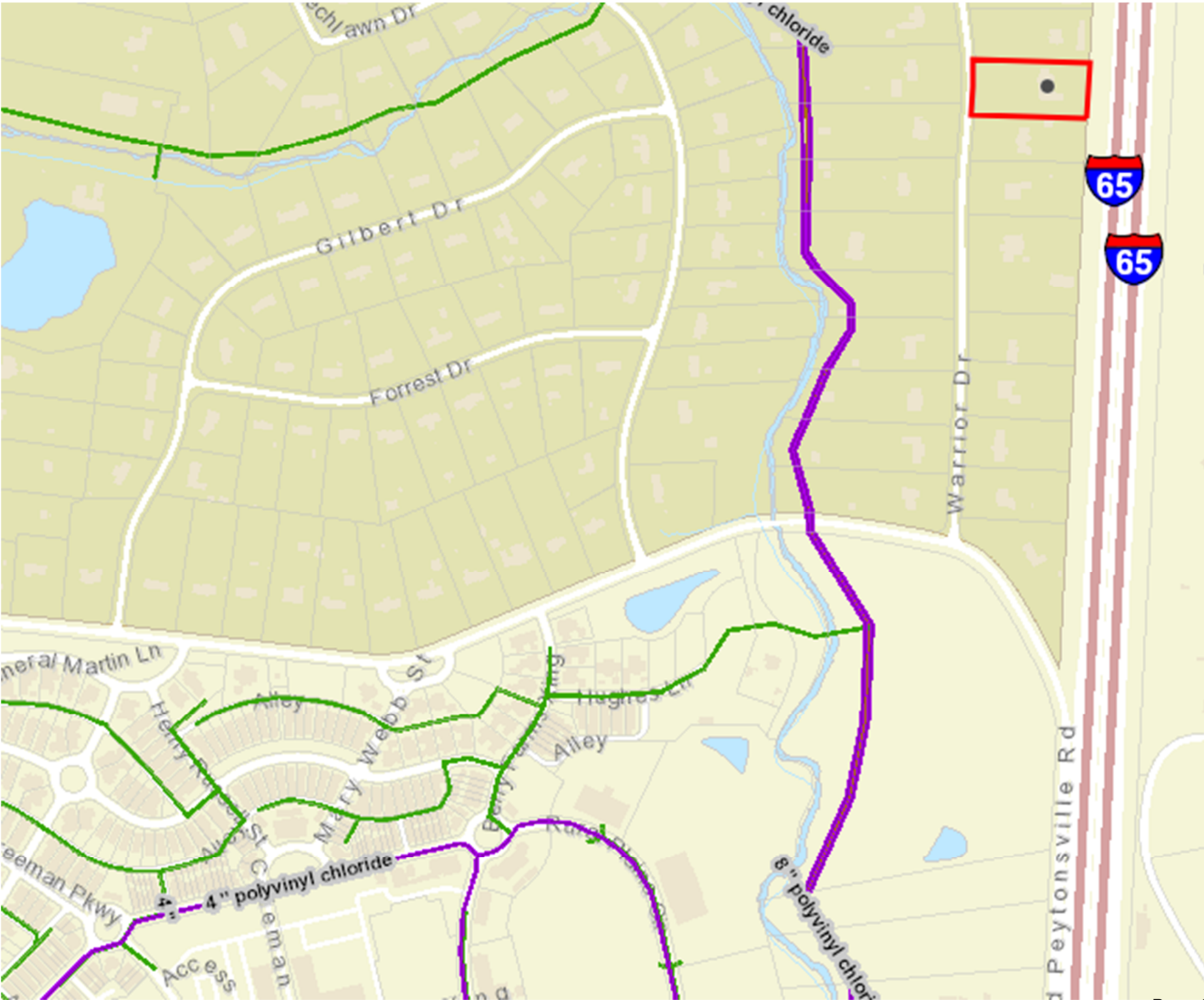
Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:		Fee Rate
Water Main Line		\$1.25/LF Water (minimum \$ 1,000)
Sewer Gravity Main Line		\$2.00/LF (minimum \$1,000)
Sewer Force Main Line		\$1.50/LF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

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

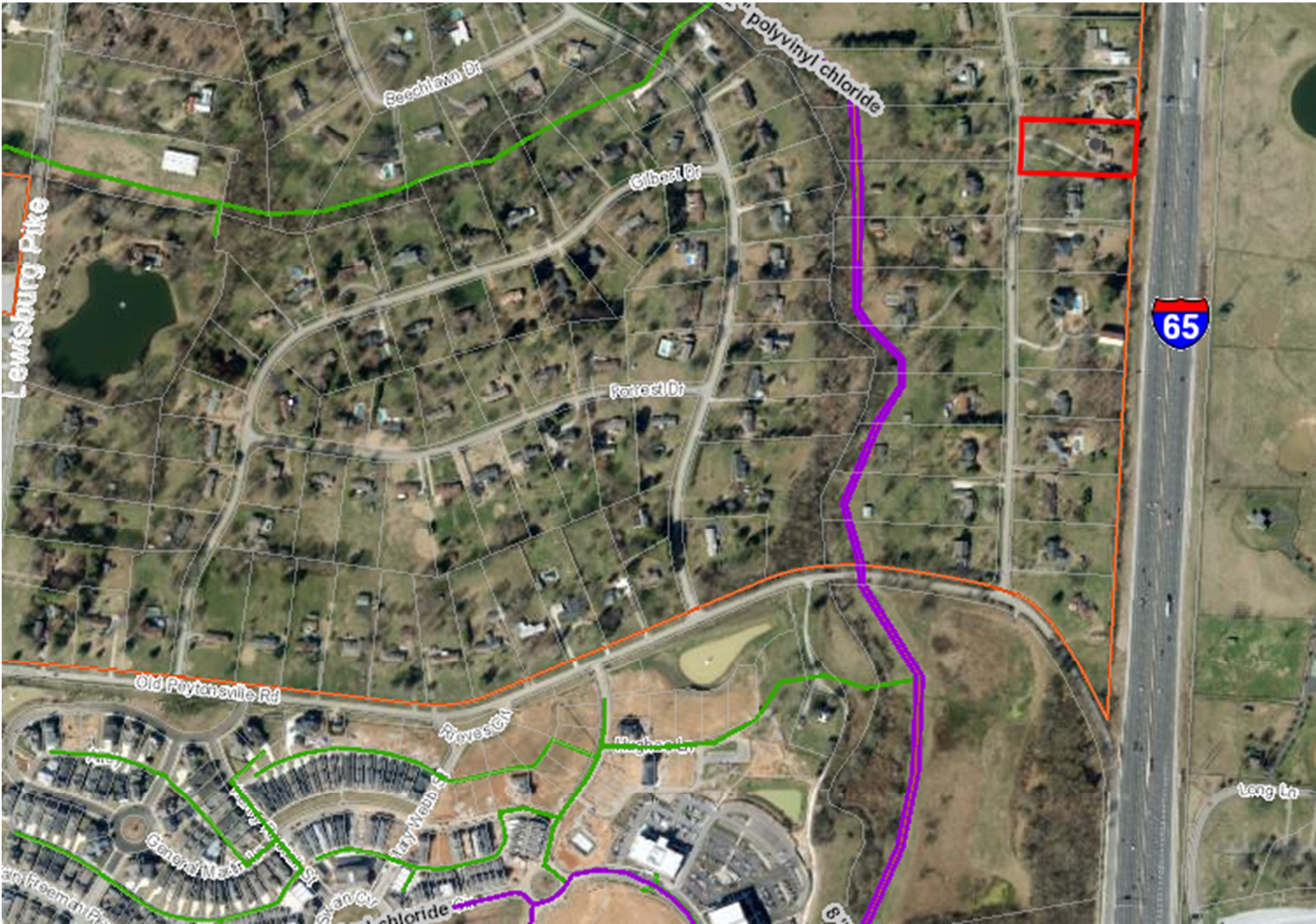
3 Projected Flow Examples

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

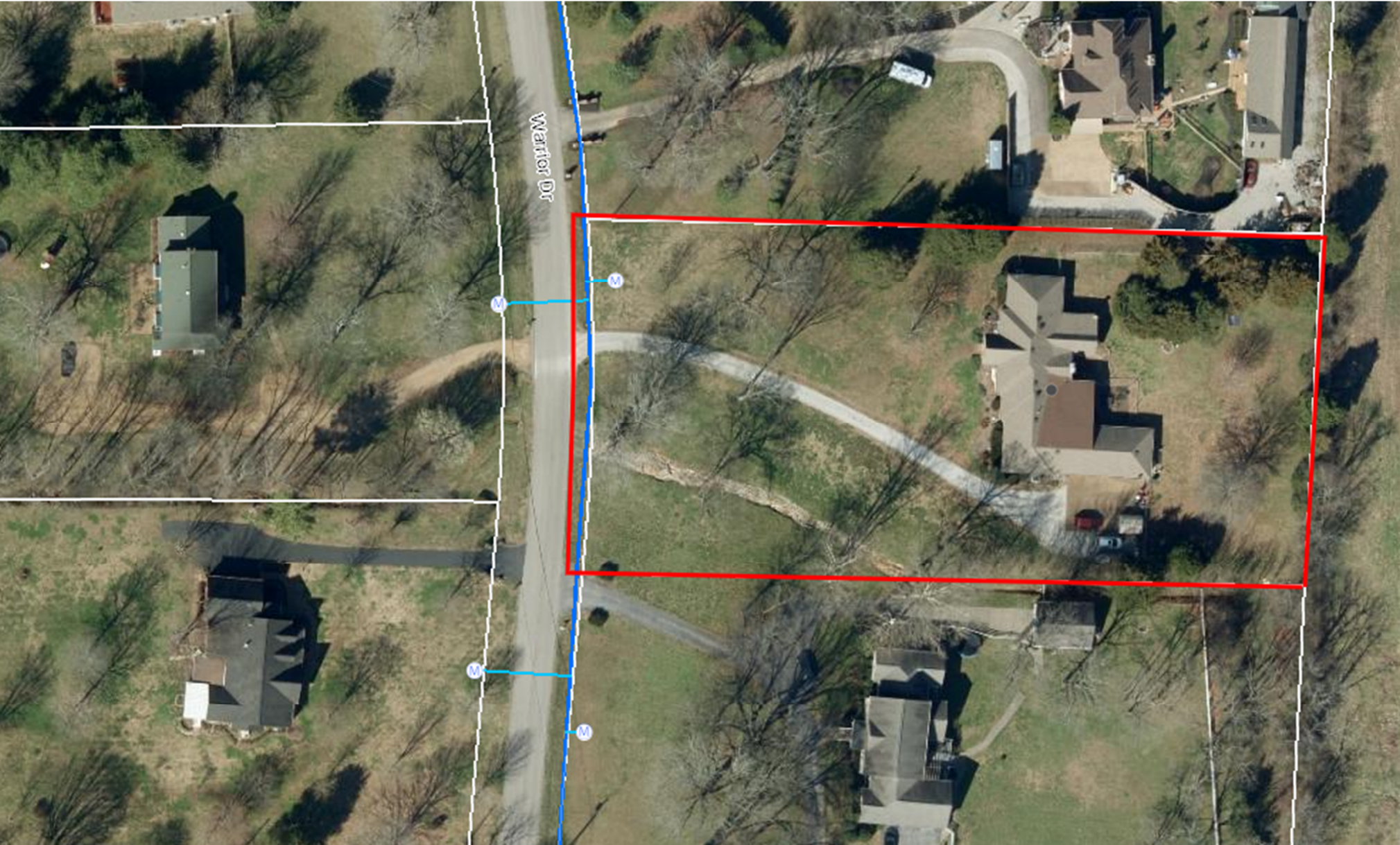
LOCATOR MAP



LOCATOR MAP (Aerial view)



Neighborhood View





File #: 21-03

DATE: January 25, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Amendment 2 To COF Contract No. 2016-0152, With CDM Smith For Sanitary Sewer Model Assistance For A Not-To-Exceed Amount of \$50,000

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an amendment to CDM Smith for the continued support of the hydraulic sewer collection system model.

BACKGROUND/STAFF COMMENTS:

In 2016, the Board approved COF Contract # 2016-0152 with CDM Smith for the Sanitary Sewer System Model Assistance - Phase 2. This included the development of the Capacity Tool which the Water Management Department (WMD) uses for simulations of wastewater flows and downstream impacts to the collection system as new developments and connections are made. To keep this tool current with the demand that is seen on the wastewater system CDM Smith is needed to perform periodic maintenance to the hydraulic model to ensure accurate data as we continue to evaluate additional capacities that are needed.

FINANCIAL IMPACT:

The amended contract with CDM Smith will be performed for an amount not-to-exceed of \$50,000.00 and is budgeted in the collections system operating fund (431-82560-52212).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve amendment 2 to COF Contract No. 2016-0152 for Sanitary Sewer System Model Assistance.

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR PHASE II SANITARY SEWER SYSTEM MODEL ASSISTANCE
COF Contract No. 2016-0152**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2023, by and between the **City of Franklin, Tennessee** ("City") and CDM SMITH ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled SANITARY SEWER SYSTEM MODEL ASSISTANCE – PHASE 2, dated the 13th day of September 2016; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not-to-exceed fee of ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant subsequently entered into Amendment 1 of the Agreement on the 11th day of November, 2020, to include additional work for the project, for an additional amount of SEVENTY THOUSAND DOLLARS (\$70,000.00); and

WHEREAS, the City and Consultant realize the need for additional engineering work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated December 16, 2022, in the amount not to exceed an additional FIFTY THOUSAND DOLLARS (\$50,000.00) which brings the total project amount to \$265,000; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their December 16, 2022, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed an additional FIFTY THOUSAND DOLLARS (\$50,000.00).

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An

effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated September 13, 2016, are unchanged and remain in full force and effect.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CDM SMITH

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Jeana D. Hendrix, Staff Attorney



210 25th Avenue North
Suite 1102
Nashville, TN 37203
tel: 615-320-3161

December 16, 2022

Ms. Michelle Hatcher, PE
City of Franklin Public Works
124 Lumber Drive
Franklin, Tennessee 37064

Subject: Amendment #2
Sanitary Sewer System Model and Planning Assistance

Dear Ms. Hatcher:

CDM Smith has been pleased to support the City of Franklin on the Sanitary Sewer System Model and Planning Assistance to date and appreciate the opportunity to continue to support the City with sanitary sewer system planning activities. As requested, CDM Smith is submitting the following general scope of work to provide continuing services for the Sanitary Sewer System Model, including support of the on-going updates to the previous IWRP wastewater projections; as well as any future support of the model including support for system flow monitoring (permanent or temporary), future re-calibration of the existing sanitary sewer model and continuing support of the City's capacity assurance tool. The additional support will be as directed by the City Water Management staff.

Scope of Work

CDM Smith will provide support to the City for the following items as directed. All tasks listed below are the anticipated scopes of work that may be completed on an as needed basis:

Task 1 – IWRP Wastewater Analysis On-Call Assistance

CDM Smith staff will provide on-call assistance to support any requested updates to the previously developed IWRP.

Task 2 – Sanitary Sewer Model and Capacity Tool On-Call Assistance

CDM Smith staff will provide on-call assistance to support the on-going maintenance and updates to the City's Sanitary Sewer Model and Sanitary Sewer Capacity Tool. This assistance generally includes support for annual dry and wet weather monitoring efforts performed by the City; as well as technical support related to the Capacity Tool inputs and updates performed by the City.





Amendment #2: Sanitary Sewer System Model and Planning Assistance

December 16, 2022

Page 2

Key Team Members

Key local team members that have been supporting the City on the contract will continue to provide support for this Amendment. Dave Mason, PE, PMP will serve as Project Manager. Aaron Rogge, PE will provide support for the IWRP Updates, Sanitary Sewer Model and Capacity Tool. Zack Daniel, PE will continue as the Client Service Leader and assist with the IWRP updates.

Schedule

It is anticipated that the on-call services will be executed over the next calendar year on an as-needed basis through December 31, 2023. This schedule may be extended by the City if the funds within this amendment are not used within the year.

Budget

The original contract COF 2016-0152 had a not-to-exceed upper limit of \$145,000 with Amendment 1 bringing the current not-to-exceed upper limit of the amended contract to \$215,000. This on-call amendment includes a request of \$50,000, bringing the requested not-to-exceed upper limit to \$265,000. No specific task budgets have been developed at this time. All work will be on an as-directed basis per discussions with the City staff, which may include expectations of scope, schedule and budget per task via verbal or written agreement. The not-to-exceed upper limit of this agreement will not be exceeded without written authorization.

Billing

CDM Smith will bill the project on a monthly basis (unless no work is completed within a month) on a time and materials basis, according to the attached billing rate table. The rates will be applied to the remainder of the existing contract and work completed under the amendment beginning at the date of contract amendment execution by CDM Smith and the City of Franklin. For each monthly invoice, CDM Smith will submit a monthly progress report and update on project status and deliverables. Billing Rate escalation may be requested on an annual basis; the escalation of the billing rates shall never exceed 3% per category, per year.

Thank you again for this opportunity to work with you and the City of Franklin staff on this project. Please feel free to call me or Zack if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Mason", with a stylized flourish at the end.

David Mason, PE, PMP
Project Manager



Amendment #2: Sanitary Sewer System Model and Planning Assistance

December 16, 2022

Page 3

CDM Smith Labor Billing Rates:

Project Billing Rates	
Category	Rate
Officer	\$260
Project Manager	\$250
Senior Technical Specialist	\$260
Technical Specialist	\$250
Senior Engineer/Scientist	\$220
Engineer/Scientist VII	\$200
Engineer/Scientist VI	\$180
Engineer/Scientist V	\$170
Engineer/Scientist IV	\$160
Engineer/Scientist III	\$145
Engineer/Scientist II	\$130
Engineer/Scientist I	\$120
Junior Engineer	\$110
Project Accounting	\$105
Administrative	\$105



File #: 21-03757

DATE: January 25, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

*Consideration Of COF Contract No. 2022-0289, With CDM Smith For Water Reclamation Facility Rehabilitation And Resiliency Design For An Amount Not-To-Exceed \$1,737,669 For Design And Construction Services Using The American Rescue Plan Act Funds

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a contract with CDM Smith for engineering services for rehabilitation and resiliency design work at the Water Reclamation Facility.

BACKGROUND/STAFF COMMENTS:

The Water Management Department has applied for a distribution of funds under the American Rescue & Recovery Act (ARPA) within the non-competitive grant phase. Applications were due November 1, 2022 and the Department is currently working with TDEC to finalize the application. For design and implementation of that work, the Water Management Department has solicited CDM Smith to provide engineering services on a number of projects that were identified during the current construction as needing to be addressed. Because of the timeframe of those projects and the current construction timeline with Kiewit, it was decided to pursue these outside of the current construction work.

This scope of services includes design & construction inspection work for the following:

1. Spencer Creek Pump Station Rehabilitation - the influent pump station of the Water Reclamation Facility experiences a high amount of infiltration & inflow during wet weather events. The work will include the lining of the wet well and upstream junction box with an epoxy coating, but may have to be done in phases to allow for continuous operations. To accommodate this, there may need to be a small period of bypass pumping for the wet well and upstream junction box.
2. The automatic backwash filters are only used for redundancy purposes as the hydraulic capacity through the filters is limited. These filters have not been rehabilitated in over 3 decades. As Kiewit was preparing to change the media, it was discovered that the underdrain system needs repair before consistent usage.
3. The water sent to the reclaimed distribution system receives chlorine injected into the effluent to maintain a chlorine residual in the distribution system. Those lines have become corroded, along with the bleach pumps and tubing, requiring a small redesign of the system to allow for more robust

dosing.

4. The water uses around the Facility, for washdown or other cleaning purposes, is typically completed using plant water (treated effluent from the Facility). These pumps have been removed and the system now relies on the larger reclaimed water pumps to provide adequate pressures around the Facility. When the reclaimed pumps are down for maintenance issues, there is no redundant plant water provided for the facility operations. New pumps will be designed and redundancy added for this purpose.
5. The motor control center in the recycled activated sludge pump station is old and near the end of it's lifespan. During construction, it was identified that the manufacturer of that equipment no longer supports repair parts, making this a critical piece of infrastructure for reliability purposes. This design will replace these pieces of equipment and all the necessary electrical and instrumentation to modernize them for future operations.

The City's grant match is 35% and is a determined amount from the funding mechanisms, meaning from this total for design, the grant portion will cover approximately \$1,109,351.10 and the City's match will equate to approximately \$597,342.90. The mandatory ARPA timeline for completion of projects is September 2026, so the design is anticipated to be completed later this year and awarded in early 2024 with construction proceeding shortly afterwards.

FINANCIAL IMPACT:

This contract is for a not-to-exceed amount of \$1,737,669.00 (one million, seven hundred and thirty-seven thousand, six hundred and sixty-nine dollars and 00/100) and approximately \$1,109,351.10 will be reimbursed through the ARPA grant funding.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2022-0289 with CDM Smith for Water Reclamation Facility Post Expansion Upgrade Assistance.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2022-0289**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **CDM SMITH** 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:

FRANKLIN WATER RECLAMATION FACILITY POST EXPANSION UPGRADES

1. SCOPE OF SERVICES. Consultant shall provide survey, engineering, and related technical 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 **ONE MILLION, SEVEN HUNDRED AND THIRTY-SEVEN THOUSAND, SIX HUNDRED AND SIXTY-NINE DOLLARS and No/100 Dollars (\$1,737,669.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the ____ Day of _____ 20____.

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.
- 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.

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. The City shall retain an ownership and property interest therein whether or not the Project is completed.

- 7.1.1 USE OF DATA SYSTEMS: The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the consultant by the City.
- 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.
- 10.5 **IRAN DIVESTMENT ACT.** By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.
- 10.6 **NON-BOYCOTT OF ISRAEL.** Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under

penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

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.

CITY OF FRANKLIN, TENNESSEE:

CDM SMITH:

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Jeana Hendrix, Staff Attorney



Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-771-2466
fax: 615-778-9733

October 7, 2022

Ms. Michelle Hatcher, P.E.
City of Franklin
Water Management Department
124 Lumber Drive
Franklin, TN 37064

Subject: Water Reclamation Facility Rehabilitation and Resiliency Improvements

Dear Ms. Hatcher;

Please see attached our proposal for engineering services for the Franklin WRF Post-Expansion Upgrades project. Please feel free to contact Zack or me if you have questions or concerns, and we appreciate the opportunity to continue our work with the City of Franklin.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Harris", with a stylized flourish at the end.

Daniel A. Harris, PMP, CCM, LEED GA
Principal, Senior Project Manager
CDM Smith

cc: Brian Goodwin, City of Franklin
Zack Daniel, CDM Smith Jennifer
Osgood, CDM Smith Laurin
Kennedy, CDM Smith File
231666.01.02



ATTACHMENT A

City of Franklin, Tennessee Proposal for CDM Smith Services for Water Reclamation Facility Rehabilitation and Resiliency Improvements Project

CDM Smith proposes to provide CDM Smith services as described in the attached scope of work for the Franklin Water Reclamation Facility Rehabilitation and Resiliency Improvements including rehabilitation of the wet well and influent manhole for the Spencer Creek (Influent) Pump Station, rehabilitation of the remaining traveling bridge Automatic Backwash (ABW) Filter, replacement of the existing sodium hypochlorite storage and feed system and replacement of motor control centers and related equipment in the Return Sludge Pump Station. The proposed scope of services for this project is detailed below.

Project Background and Description

The Spencer Creek Pump Station was designed and constructed in 2000. The station receives flows from several gravity sewer interceptors and force mains which converge in a junction box to the north of the station along the Harpeth River. Water is then pumped to the Franklin Water Reclamation Facility (WRF) and flows by gravity through the treatment processes. In the years since it was placed into service, the concrete walls in the pump station wet well as well as the interior of the junction box have been damaged by hydrogen sulfide. In addition, the junction box shows significant inflow of groundwater during and after wet weather events. This project will provide for repairs and the application of a protective lining in the pump station wet well and junction box to help extend the lifespan of the concrete walls and to prevent groundwater infiltration.

The 1997 upgrades to the Franklin WRF included construction of three Tertiary Automatic Backwash (ABW) Filters. Under the 2018 Franklin WRF Modifications & Expansion project, two of these filters were demolished to make room for the new UV Treatment Facility. The media for the remaining filter was removed and replaced and the filter was put back into service to be used for additional reserve filtration capacity for flows in excess of 25 million gallons per day (mgd). Within a year of being returned to service, the filter failed. An inspection by the manufacturer's representative determined that the failure was possibly due to latent damage in the underdrain decking or other portions of the filter which allowed media to migrate to the plenum space beneath the decking. This project will provide additional detailed evaluation by the manufacturer and repairs and upgrades as necessary to restore the filter for redundant capacity. Repairs and

upgrades are expected to include, at a minimum, removal and replacement of existing filter media, replacement of underdrain nozzles, repairs to the underdrain deck, replacement of the existing control panel and integration of the filter into the plant's SCADA system.

In 2006, a sodium hypochlorite storage and feed system was installed at the Franklin WRF to provide disinfection as required for reclaimed water used for irrigation by offsite customers. The system included a bulk storage tank located on the loading dock at the Spencer Creek Pump Station, three feed pumps with residual chlorine analyzers and local control panels installed in a fiberglass enclosure near the Reclaimed Water Pump Station at the WRF. The pumps and storage tank are now nearing the end of their useful lifespan and the instrumentation and control components are outdated. This project will allow for a new storage tank, modern and efficient pumps, new analytical instrumentation and automated controls for the new system.

The Franklin WRF Modifications & Expansion project included decommissioning of the existing plant water pumps located at the original UV Facility and modifications to the existing plant water system which would be served by the improved reclaimed water pumping system. Two of the five pumps at the reclaimed water pump station were existing at project inception. These pumps have recently undergone repairs but are over 16 years old and approaching the latter stages of their lifespans. The City also foresees increased demand for reclaimed water. Certain portions of new processes installed under the Franklin WRF Modifications & Expansion project require a continuous flow of plant, and any interruption to that flow would present a serious disruption to plant operations. This project will provide for replacement of the decommissioned plant water pumps with a new redundant pumping system and piping of sufficient capacity to serve the facility's plant water needs in their entirety if necessary.

The Return Sludge Pump Station was part of the 1997 upgrades to the Franklin Water Reclamation Facility. The work included installation of motor control centers (MCCs) to distribute electrical power to equipment in that building and equipment serving the biological nutrient removal (BNR) basins. This electrical equipment is obsolete, no longer supported by the manufacturer and near the end of its expected lifespan. An unexpected failure would have catastrophic consequences to the treatment processes. This project will provide for replacement of the existing MCCs, switchboard and ancillary equipment.

Task 1 – Project Management

This task includes all management activities and coordination of the project team, establishing and monitoring consulting schedules and budgets, invoicing, reporting and documentation, and general coordination of the project, and will consist of the following subtasks;

1. Project Management: CDM Smith will provide a Project Manager (PM) who will be the primary point of contact for the City of Franklin (COF). The PM will have ultimate responsibility for cost, quality and schedule control for the duration of the project and will provide support for all CDM Smith and subconsultant staff involved in the project. The PM will be responsible for

coordination with COF, monitoring progress, preparation of monthly reports for submission to COF, preparation of invoices and submission of closeout documentation. CDM Smith will provide a Project Technical Lead (PTL) who will be responsible for coordinating and supervising the architectural and CDM Smithing (“design”) team throughout the lifecycle of the project. The PTL’s role under the Project Management subtask will be to assist the PM in communicating budgetary constraints to the design team and to advise the PM of any potential impacts to the budget. A Project Accountant and Administrative Assistants will support the PM in invoicing and financial matters.

2. Meetings: CDM Smith will allow for introductory or milestone meetings under Task 1 as follows:
 - A. CDM Smith will hold an internal project kickoff meeting for initial planning and coordination with the team. This meeting will establish roles, responsibilities, expectations, communication protocol, processes and procedures, scope, schedule, budgets, and other required coordination and construction activities.
 - B. CDM Smith will host a Project Quality Management (PQM) meeting with attendees including key COF staff, the Project Officer, PM, PTL and key members of the design and construction management teams. The purpose of the PQM will be to establish the project team, to clarify and align on project purpose, to determine critical success factors and to identify priority actions that support achieving the critical success factors. CDM Smith will prepare an agenda for the PQM, and minutes will be distributed within ten business days of the meeting date.
 - C. CDM Smith will hold a Pre-Bid Meeting with the City and plan holders to discuss the bidding and construction schedules and questions that arise during plan holder review of the design documents. Attendees will include the Project Officer, Project Technical Lead, Project Manager, key members of the design team and administrative support. CDM Smith will prepare an agenda for the Pre-Bid Meeting, and minutes will be distributed within five business days of the meeting date.
 - D. CDM Smith will host monthly Progress Meetings with the City during the design phase and with the City and Contractor during the construction phase. Attendees will include the Project Officer, Project Technical Lead, Project Manager, key members of the design team and administrative support. CDM Smith will prepare an agenda for each meeting and will prepare meeting minutes after each meeting and distribute to all attendees within five business days following the meeting. CDM Smith has budgeted for a total of 20 monthly progress meetings.

Task 2 – Design Phase Services

CDM Smith will provide design phase services consisting of the following:

1. Preliminary Design. CDM Smith will meet with the City at the 30-percent design milestone to gather project team members together to discuss the project overview, objectives, brainstorm project options and implementation, summarize specific design concepts and develop a plan for

the continuing design. Specific tasks to be performed as part of the preliminary design phase will include evaluation of data collected as part of the assessment of the existing systems, finalization of design criteria requirements and evaluation of City-supplied front-end documents; as applicable, for construction contracts and development of a preliminary table of technical specifications. Attendees at the Preliminary Design Workshop will include City staff, CDM Smith's Project Officer, Project Manager, Project Technical Lead and key staff for our site-civil subconsultant, Civil Infrastructure Associates (CIA). CDM Smith will produce and distribute minutes from the workshop to all attendees. The 30% design is anticipated to be completed within 60 days of Notice to Proceed.

2. Design Development. At the 60-percent completion stage of the drawings and specifications, CDM Smith will perform an internal Technical and Constructability Review and submit and review the Contract Documents with the City of Franklin staff. Upon receipt of comments from the City, CDM Smith will make the requested changes and updates to produce a complete design for submittal of 90-percent contract documents. As part of the document reviews, CDM Smith will discuss COF's comments and identify elements of the design that will be "frozen" and elements that are still under review by the COF. In addition, as part of the 60-percent design, CDM Smith will:

- A. Update and complete equipment data sheets.
- B. Compile preliminary versions of technical specifications and update the table of contents for the Project Manual and technical specifications.
- C. Perform reviews for biddability and constructability.
- D. Prepare an updated contract documents package that present the work and represent a 60 percent design completion deliverable.

The 60 % design is anticipated to be completed within 60 days of the 30% design review workshop.

3. Pre-Final Design. At the 90-percent completion stage, CDM Smith will perform a final review of drawings and specifications with the COF. At this stage, all Contract Documents shall be complete for the COF's review. After receipt of final comments from the City, CDM Smith will bring the documents to completion for bidding.

As part of the process for completion of the 90-percent design process, CDM Smith shall:

- A. Finalize equipment data sheets.
- B. Prepare a pre-final project manual with complete technical specifications and bid forms.
- C. Perform internal back-checking and cross-checking between design disciplines for all drawings and specifications.
- D. Perform a constructability review.

The 90% design is anticipated to be complete within 60 days of the 60% design review workshop.

4. Final Design. CDM Smith will prepare Issued for Construction (IFC) Contract Documents to include final drawings and specifications showing the scope, extent, and character of the work to be performed and furnished by Contractor. One set of Contract Documents shall be developed for bidding of all scoped improvements. Drawings shall include civil/site work requirements (including erosion control), structural requirements, architectural requirements, mechanical requirements, instrumentation (including plant SCADA), electrical requirements, HVAC and plumbing requirements as applicable. One (1) signed and sealed hard copy and electronic copy in pdf format including an anticipated 42 drawings will be included as deliverables for this work.

CDM Smith will provide an opinion of probable construction cost (OPCC) at the 60-percent and 100-percent milestones. CDM Smith will also review scheduling constraints with respect to time, funding availability, and project completion. Each OPCC update will be submitted within one week after submittal of the corresponding drawing and specifications submittal. The 100-percent OPCC will be the final OPCC prepared for this task.

In conjunction with, and parallel to the preliminary and pre-final design, CDM Smith will evaluate and perform structural, mechanical and electrical evaluations of the out-of-service structures, equipment, conduits and piping affected by this work. Any potentially reusable components will be evaluated for potential reuse as part of the design process. All components deemed to be unusable or not cost effective for rehabilitation based on needed modifications will be included as part of a demolition set of plans for the contract documents, at the City's discretion. The IFC design is anticipated to be completed within 242 calendar days of Notice to Proceed. Up to five (5) site visits and twenty (20) days of on-site time have been budgeted for members of the design team under Task 2.

Task 3 – Bidding Services

CDM Smith assumes that City will execute project construction via Design-Bid-Build delivery method. One bidding phase for a single construction contract is included. This assumes that a pre-qualification process for bidders will not be required.

After acceptance by COF of the CDM Smith's Drawings, Specifications and other Design Phase documentation (including the most recent OPCC), and upon written authorization to proceed, CDM Smith shall:

1. Assist the City in obtaining building permits and permitting with the funding authority as applicable.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with COF as to the acceptability of subcontractors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
4. Attend the bid opening, prepare bid tabulation sheets and assist COF in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

The Bidding Phase will terminate and the Services to be performed or furnished thereunder will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

Task 4 – Construction Services

CDM Smith shall provide construction phase services consisting of the following subtasks:

1. Construction Administration & Resident Services: CDM Smith shall consult with and advise COF and act as COF's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of CDM Smith as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of COF's instructions to Contractor will be issued through CDM Smith who shall have authority to act on behalf of COF in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.
2. Provide site visits by the design team in addition to the day-to-day observation of the work by Resident Project Representative (RPR). The design team shall make visits to the site at intervals appropriate to the various stages of construction as CDM Smith deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. In addition, CDM Smith shall provide the services of an RPR at the site to assist and provide more continuous observations of such work as outlined in the description of services herein. The furnishing of such Resident Project Representative services will not extend CDM Smith's responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph. Visits and observations by the CDM Smith team are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on CDM Smith's exercise of professional judgment as assisted by the RPR. Based on information obtained during such visits and such observations, CDM Smith shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and keep COF informed of the progress of the work. The responsibilities of CDM Smith contained in this paragraph are expressly subject to the limitations set forth in the following paragraph and other expressed and/or general limitations in this Agreement and elsewhere in the construction documents.

The purpose of CDM Smith's visits to and representation by the Resident Project Representative at the site will be to enable CDM Smith to better carry out the duties and responsibilities assigned to and undertaken by our team during the Construction Phase, and, in addition, by the exercise of CDM Smith's efforts as an experienced and qualified design professional, to provide COF a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, CDM Smith shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, CDM Smith neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents. Duties, responsibilities and authority of the Resident Project Representative are set forth in Exhibit B.

The RPR is budgeted at 40 hours per week for 92 weeks and 20 hours per week for 12 weeks. Task 4 also allows budget for twenty 8-hour days of onsite observation by a local electrical CDM Smith and 10 days of onsite time by a discipline CDM Smith.

As part of the services provided under the Construction Administration & Resident Services subtask and following notice from the Contractor that all Work (i.e., the entire project) is ready for its intended use, CDM Smith and COF, accompanied by the Contractor, will conduct an inspection to determine if the Work is Substantially Complete. If COF and CDM Smith consider the work Substantially Complete, CDM Smith will deliver a Certificate of Substantial Completion to the Contractor along with a checklist of items that must be complete for the work to be considered fully complete. CDM Smith's PM and RPR will be in attendance for the Substantial Completion inspection, and we have assumed that only one inspection will be required.

As part of the services provided under the Construction Administration & Resident Services subtask, CDM Smith will conduct one project wide final inspection to determine if the Contractor's work is acceptable in order that CDM Smith may recommend acceptance and final payment to the Contractors. Accompanying the recommendation for final payment, CDM Smith will indicate that the Work is acceptable to the best of CDM Smith's knowledge, information and belief and based on the extent of the services performed and furnished by CDM Smith under this Agreement. CDM Smith's PM and RPR will be in attendance for the Substantial Completion inspection, and we have assumed that only one inspection will be required.

3. CDM Smith Reviews: This task includes review of shop drawings and other construction submittals, review of contractor payment applications, review of substitution requests, review of schedule submittals, review and response to RFIs, and review and acceptance of final/closeout submittals. CDM Smith's design team, in coordination with the RPR, will be

responsible for providing the Contractor with responses on these items. CDM Smith office technical staff will be responsible for providing the primary input on most of these submittal items; however, the RPR will provide the primary input for the pay requests and certain other items with support from the design.

CDM Smith will process and track the Contractor's shop drawing and product data submittals on equipment and methods. Each submittal will be reviewed to determine conformance with the design concept and compliance with the contract documents. CDM Smith will maintain an electronic document-management system for processing all submittals to indicate material received, dates of receipt and return to the Contractor, and action taken on the submittal. Average submittal review time is expected to be twenty business days after receipt from the Contractor. The budget for this task assumes review of up to 100 total submittals and resubmittals. The budget also assumes that any third submittals will be considered additional services that will be paid for by the Contractor per the Contract Documents.

CDM Smith will review and assist COF with negotiation of the schedule of values. In addition, CDM Smith will review 24 monthly applications for payment from the Contractor for compliance with the established procedure for their submission, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the Work. The reviewed and approved payment application will be forwarded to the COF with recommendation for action. Accurate project cost records will be maintained, including monthly payments and proposed, pending, or approved changes in the work.

CDM Smith will review the Contractor's initial construction schedule to ensure that the activities are comprehensive, the workflow is logical, the relationships between tasks is logical, and the schedule appropriately considers maintenance of plant operation constraints. Once the initial project schedule is agreed upon, CDM Smith will continuously monitor the Contractor's actual progress and compare it to the approved schedule. CDM Smith will interface with the COF staff on issues involving scheduled shut-downs, tie-ins, start-ups, commissioning, and other required operational coordination to ensure adequate lead time is provided for proper coordination and preparation for these activities. We have budgeted for review of a total of 24 schedule submittals, as an updated schedule is required with each monthly pay request; however, the CDM Smith RPR will monitor and track the overall and task schedules on a regular basis. Updates and feedback will be provided to both the City staff and contractor at regular meetings.

CDM Smith will accept, review and respond to Requests for Information (RFIs) and any required interpretation or clarification of the drawings and specifications. When required, sketches or other documentation will be prepared to accompany responses. CDM Smith will maintain a log of Requests for Information, indicating subject of request, date of request, originator of request, person responsible for response and date of response. The budget for this task assumes that responses will be prepared for up to a total of 200 RFIs.

This task includes review of Contractor claims and proposals, preparation of requests for

proposal, assistance to the COF in negotiating change order scope, schedule and cost, work change directives, and preparation of change orders, including an overall project final reconciliation change order.

4. Record Drawings. CDM Smith will review the final Record Drawing information submitted by the Contractor and will revise the construction drawings to reflect the actual final conditions based on the Contractor's Record Drawing information, supplemented with any additional information gathered by our RPR team during inspection activities. It is assumed that 42 drawings will be included in the final record drawing set. Final Record Drawings will be provided to COF electronically in AutoCAD and pdf.

Exclusions

The following items are not included in the scope of this Proposal;

1. Submission of a Notice of Intent (NOI) or Stormwater Pollution Prevention Plan (SWPPP).
2. Permitting fees.
3. Witnessing of factory testing.
4. Special inspections per International Building Code (IBC) Chapter 17 and Special Inspections Guide for Tennessee and materials testing.
5. Startup assistance, training and update of the electronic operations and maintenance manual (EO&M) provided under previous projects.
6. Davis-Bacon Act and American Iron & Steel compliance.
7. Dissemination of bid document.
8. Disbursement preparation guidance and review and closeout documentation required by the funding agency.
9. Conformed drawings.

Schedule

This scope of services is based upon assumed durations of 36 weeks for the design phase, 22 weeks for the bidding phase and 104 weeks for the construction phase for a total of 1,001 calendar days.

Budget

CDM Smith proposes to perform the above work on a time and materials billing rate basis at an upper limit of \$1,737,669.00 as detailed on Table A attached. The proposed billing rates are shown on Table B attached. Subconsultant services will be invoiced at direct cost plus 10-percent markup. Invoices shall be submitted monthly with progress report based on hours spent

by each team member over the previous month. Payment shall be made monthly and shall be due within 30 days from receipt of an approved invoice. In no case shall the upper limit be exceeded without previous approval from City. Budget estimates by task are not intended to be upper limits and budgets may be shifted between tasks as long as the overall upper limit is not exceeded without a signed contract amendment.

Table 1
Summary of Budget by Task
Franklin WRF Post-Expansion Upgrades

	Task No.													
		Task 1 - Project Management		Task 2 - Design Services				Task 3 - Bidding Services			Task 4 - Construction Services			
LABOR	Rate	Project Management	Meetings	30% Design	60% Design	90% Design	IFB Design	Permitting	Prebid RFIs	Addenda	Construction Administration & Resident Services	Engineering Reviews	Record Drawings	Totals
Officer	\$250	4	78								24			106
Project Manager	\$200	656	120					8			416			1200
Senior Technical Director	\$295	6		30	30	20	19							105
Senior Technical Specialist	\$260	8	60	116	95	54	54		14	10	80	76		567
Technical Specialist	\$250										80			80
Senior Engineer/Scientist	\$220	88	254	146	124	41	31		19	18	135	322		1178
Engineer/Scientist VII	\$200			38	28	26	25				94	8		219
Engineer/Scientist VI	\$180		23								220			243
Engineer/Scientist V	\$170			139	56	16	15		4	4	44	8		286
Engineer/Scientist IV	\$160			156	180	96	88		16	16		133	44	729
Engineer/Scientist III	\$145			100	126	54	42		4	4		100		430
Engineer/Scientist III	\$130			100	94	38	38		3	3		118		394
Engineer/Scientist I	\$120			138	91	70	5		2	2		8		316
Junior Engineer	\$110			212	154	127	71				80	44		688
Resident Engineer	\$120								8	8	3500		168	3684
Project Accounting	\$120	79												79
Administrative	\$105	180	148	5	3	2	1	8						347
														0
TOTAL HOURS		1021	683	1180	981	544	389	16			4673	0		9487
TOTAL DOLLARS		\$183,790	\$134,660	\$195,225	\$163,415	\$87,590	\$67,640	\$2,440	13230	\$11,970	\$654,380	\$150,480	\$27,200	\$1,692,020
OTHER DIRECT COSTS														
Car Mileage	\$0.625	\$0	\$0	\$625	\$0	\$0	\$0	\$0	\$0	\$0	\$1,920	\$0	\$0	\$2,545
Rental Car	\$70	\$0	\$0	\$1,400	\$0	\$0	\$0	\$0	\$0	\$0	\$1,400	\$0	\$0	\$2,800
Air Fare	\$700	\$0	\$0	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000	\$0	\$0	\$10,500
Meals & Incidental Expenses	\$69	\$0	\$0	\$1,380	\$0	\$0	\$0	\$0	\$0	\$0	\$609	\$0	\$0	\$1,989
Hotel	\$125	\$0	\$0	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250	\$0	\$0	\$3,750
Document Reproduction		\$400	\$0	\$163	\$0	\$0	\$0	\$949	\$0	\$0	\$400	\$0	\$0	\$1,912
Shipping		\$0	\$0	\$432	\$0	\$0	\$0	\$192	\$0	\$0	\$380	\$0	\$0	\$1,004
Miscellaneous Equipment/Supplies		\$110	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,339	\$0	\$0	\$2,449
TOTAL ODCs Plus 0% Markup		\$510	\$0	\$10,000	\$0	\$0	\$0	\$1,141	0	\$0	\$15,298	\$0	\$0	\$26,949
OUTSIDE PROFESSIONALS				\$26,949										
Civil Infrastructure Associates		\$0	\$0	\$5,000	\$5,000	\$5,000	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$17,000
Subtotal OPs		\$0	\$0	\$5,000	\$5,000	\$5,000	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$17,000
Total OPs Plus 10% Markup	10%	\$0	\$0	\$5,500	\$5,500	\$5,500	\$2,200	\$0	\$0	\$0	\$0	\$0	\$0	\$18,700
TOTALS		\$184,300	\$134,660	\$210,725	\$168,915	\$93,090	\$69,840	\$3,581	\$13,230	\$11,970	\$669,678	\$150,480	\$27,200	\$1,737,669

Table 2

PROJECT BILLING RATES	
Category	Rate
Senior Technical Director	\$ 295
Officer	\$ 250
Project Manager	\$ 200
Senior Technical Specialist	\$ 260
Senior Engineer/Scientist	\$ 220
Engineer/Scientist VII	\$ 200
Engineer/Scientist VI	\$ 180
Engineer/Scientist V	\$ 170
Engineer/Scientist IV	\$ 160
Engineer/Scientist III	\$ 145
Engineer/Scientist II	\$ 130
Engineer/Scientist I	\$ 120
Junior Engineer	\$ 110
Resident Engineer	\$ 120
Project Accounting	\$ 120
Administrative	\$ 105

**EXHIBIT B TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

**DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE**

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____, 2022 between City of Franklin (OWNER) and CDM Smith (ENGINEER) for providing professional services.

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, as a result of such observations of Contractor's work, supervise, direct, or have control over any Constructor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Constructor, for safety precautions and programs incident to the work of any Constructor, for any failure of any Constructor to comply with laws, rules, regulations, ordinances, codes or orders applicable to performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's Agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules*: Review the progress schedule, schedule of Shop Drawing submittals schedule of values, and other schedules prepared by Contractor and consult with ENGINEER concerning their acceptability.
2. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings (but not Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
3. *Safety Compliance*: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

4. *Liaison:*

- a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Construction Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Shop Drawings and Samples:*

- a. Record date of receipt of Shop Drawings and Samples.
- b. Receive Samples that are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

6. *Review of Work, Defective Work, Inspections, Tests and Start-ups:*

- a. Report to ENGINEER whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform ENGINEER of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- d. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- e. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- f. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections and report to ENGINEER.

7. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

8. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

9. *Records:*

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, copies of Construction Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing submittals and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, Subcontractors present at the Site weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses, e-mail addresses, websites and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

10. *Reports:*

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
- d. Report immediately to ENGINEER and OWNER the occurrence of any accident.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

12. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

13. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or any Constructor.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.



File #: 21-04142

DATE: February 8, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of COF Contract No. 2022-0324, With C&T Engineering For Harpeth River Monitoring And Data Collection For A Not-To-Exceed Amount Of \$56,000

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a contract with C&T Engineering for professional services related to the Harpeth River water quality monitors.

BACKGROUND/STAFF COMMENTS:

As indicated in the 2017 National Pollutant Discharge Elimination System (NPDES) permit, the City is required to monitor the water quality in the Harpeth River at three locations upstream and downstream of our facilities. This monitoring data is then submitted to TDEC as part of the diurnal investigations that monitor the seasonal variations of the river. WMD staff was performing this work in-house. However, access to these sites has become more difficult over the past five years and WMD has evaluated the option of getting assistance on this as a long-term, feasible option.

The monitoring consists of three total locations collecting a variety of water quality parameters. Equipment is deployed annually at the Cotton Lane Bridge site, which is typically maintained weekly. The upstream site at Trinity Road and the downstream site at Moran Road are both seasonal and deployed from May to October, when flows are typically at their lowest. While maintenance needs may vary, they typically are greatest after a large storm event. This contract will also provide for professional services to review data and detect any abnormalities immediately rather than at the end of the month, which will help for calibrations or other equipment maintenance to ensure quality data is obtained.

FINANCIAL IMPACT:

The total amount of this contract is fifty-six thousand and zero dollars (\$56,000.00) and will not be exceeded without an amendment to the initial contract. WMD does anticipate incurring this cost annually for the foreseeable future as this requirement remains in the NPDES permit.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2022-0324, with C&T Engineering.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2022-0324**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **C&T ENGINEERING** 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:

INSERT PROJECT NAME AND DESCRIPTION

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services, inspection services and environmental 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 (Fifty-Six thousand and zero dollars) (\$56,000.00).

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 201__.

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.

- 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.

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.
- 10.5 **IRAN DIVESTMENT ACT** By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any

subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

- 10.6 **NON-BOYCOTT OF ISRAEL** Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

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: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney



1113 Murfreesboro Rd
Ste 106-102
Franklin, TN 3706

615.567.3306
www.ct-eng.net

December 30, 2022

Ms. Michelle Hatcher. P.E.
Water Management Director
City of Franklin
124 Lumber Drive Franklin, TN 37064

Dear Ms. Hatcher,

Subject: Proposal for Professional Environmental Services
Harpeth River Stream Monitoring and Data Management

Dear Ms. Hatcher:

C&T Engineering and Inspection, LLC (C&T) is pleased to submit this proposal to the City of Franklin Water Management Department as requested. Our preparation of this proposal is based upon our previous meeting at the project site including email correspondence sent to us by Mr. Jeff Giles containing site-specific information of mandated instream monitoring requirements complying with NPDES Permit No. TN0028827 (Attachment-A).

This proposal provides a general description of our proposed scope of services, the associated costs, and the proposed schedule.

1.0 BACKGROUND

The City of Franklin in accordance with the provisions of the Tennessee Water Quality Control Act, Tennessee Code Annotated (T.C.A.), Sections 69-3-101 through 69-3-120, was issued an NPDES Permit No. TN0028827 by the Department of Environment and Conservation Division of Water Resources. NPDES Permit No. TN0028827 requires the City of Franklin Water Management Department to perform annual instream chemical, biological and diurnal dissolved oxygen monitoring in the Harpeth River as written in the monitoring and sampling schedule detailed in the approved NPDES permit.

*Proposal for Environmental Services
NPDES River Monitoring and Data Collection – Franklin, Tennessee*

*C&T Proposal No.10-23001
December 30, 2022*



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Ste 106-102
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2.0 PURPOSE

C&T Engineering and Inspection, LLC will assist the City of Franklin Water Management Department with required stream river diurnal monitoring of the Harpeth River using three individual sonde river monitors located at Moran Road 36.017195, -86.899823, Cotton Lane 35.967995, -86.900665, and Trinity Road 35.862051, -86.763107 bridges in Franklin TN.

NPDES Permit No. TN0028827 specific diurnal river monitoring requirements are as follows:

Diurnal River Monitoring Locations:

- Cotton Lane Bridge (DS4, year-round monitor Attachment-B)
- Moran Road Bridge (DS5, seasonal monitor from May 1st -Oct 31st Attachment-C)
- Trinity Road Bridge (US2, seasonal monitor from May 1st -Oct 31st Attachment-D)

The NPDES permit issued to the City of Franklin and the three river monitoring locations with their corresponding GPS coordinates have been supplied to C&T by the City of Franklin Water Management Department.

3.0 SCOPE OF SERVICES

RIVER MONITORING AND DATA COLLECTION

C&T Engineering and Inspection staff scientists and biologists will provide professional environmental services associated with the Harpeth River stream monitoring and data collection requirements described within NPDES Permit No. TN0028827. The river stream monitoring locations are presented in a graphical format in the NPDES permit and additionally listed under bullet 2.0 in this document.

The environmental work associated with this Scope of Services will be completed once weekly throughout the diurnal monitoring periods including the following deliverables:



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- 3.1 Stream location DS4 will be monitored on a weekly basis. The type of monitoring will be continuous using an instream sonde provided by the City of Franklin Water Management Department. Appropriate calibration and crosschecks will be performed via grab samples at each of the river monitoring locations and documented in a calibration log. The sondes shall be able to monitor the instream temperature, pH, dissolved oxygen, and conductivity at 15-minute intervals. C&T staff scientist will capture the recorded data from each sonde at each river monitoring location using the VuSitu Mobile App. Concurrent climatological data and stream flow estimates at each river monitoring station during the diurnal investigation will also be recorded. Once the data from each river monitoring location is captured it will be downloaded to a PC and the .csv files created from the sondes will be added to the river monitoring Excel file. The Excel file will then be reviewed by C&T scientist for completeness and accuracy before being sent to the City of Franklin.
- 3.2 Stream locations DS5 and US2 will be monitored during seasonal time periods between May 1st and Oct 31st as directed by the NPDES permit. The type of monitoring will be continuous using instream sondes provided by the City of Franklin Water Management Department. Appropriate calibration and crosschecks will be performed via grab samples at each of the river monitoring locations and documented in a calibration log to validate data and provide guidance on additional water quality needs. The sondes shall be able to monitor the instream temperature, pH, dissolved oxygen, and conductivity at 15-minute intervals. The recorded data from DS5 and US2 will be processed the same as DS4 above in bullet 3.1
- 3.3 In the event the sondes are damaged, vandalized or producing readings that may be inaccurate C&T Engineering staff scientist will survey alternate stream locations and propose an alternate stream monitoring location be submitted for



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approval and an amendment made to the Diurnal Investigations Plan and for TDEC concurrence with the new location.

- 3.4 Once the seasonal river monitoring is complete for Moran Rd Bridge and Trinity Rd) Bridge (DS5 and US2) the instream sondes will be pulled from the Harpeth River and the recommended long-term storage procedure for each will be executed and followed by delivery to the City of Franklin Water Management Department for seasonal storage.

C&T will coordinate with the COF concerning the scheduling of data collection activities, the results of the data collection and any problems associated with the data collection process including data collection equipment, environmental factors which would impede the collection of data or other problems associated with the data collection process.

4.0 FEES

Our not-to-exceed fees are based on the scope of professional services described above and will be billed on a Time & Materials (T&M) basis for each hour worked plus the cost of any materials needed as a pass-through cost. If C&T Engineering and Inspection encounters any conditions that require additional services and costs beyond what is presented in this proposal, C&T will contact Ms. Michelle Hatcher with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you. The estimated fee to perform the scope of services outlined above is provided below.

Task	Not-to-Exceed Cost
3.1 Once Weekly River Monitoring DS4	\$37,375
3.2 Once Weekly River Monitoring DS5, US2	\$15,125
3.3 Survey Alternate Monitoring Locations	\$2,500
3.4 Long-Term Storage DS5, US2 Sondes	\$1,000



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Based on the scope of services described above, the not to exceed lump sum cost to perform the above referenced services will be fifty-six thousand dollars **\$56,000**. Invoicing for professional services will be in accordance with the attached fee schedule.

5.0 CLOSING

C&T is prepared to begin the Harpeth River Stream Monitoring and Data Collection professional services as soon as the City of Franklin Water Management Department authorizes the work. We sincerely appreciate the opportunity to provide you with this proposal. If you have any questions, please contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Brandon Garrett".

C&T Engineering and Inspection, LLC

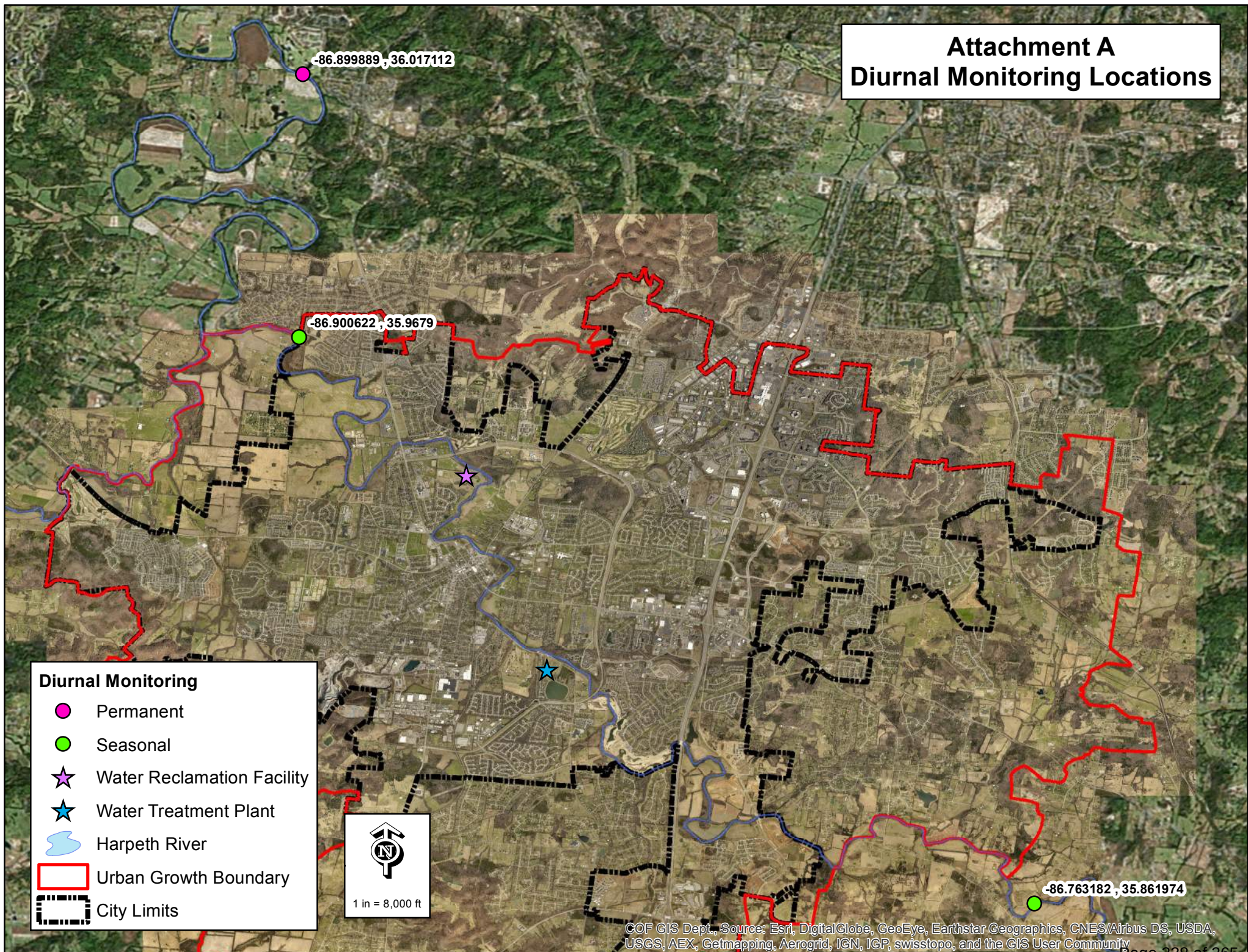
C. Brandon Garrett, CPESC, TN-QHP
Senior Environmental Scientist/Project Manager

Attachments:

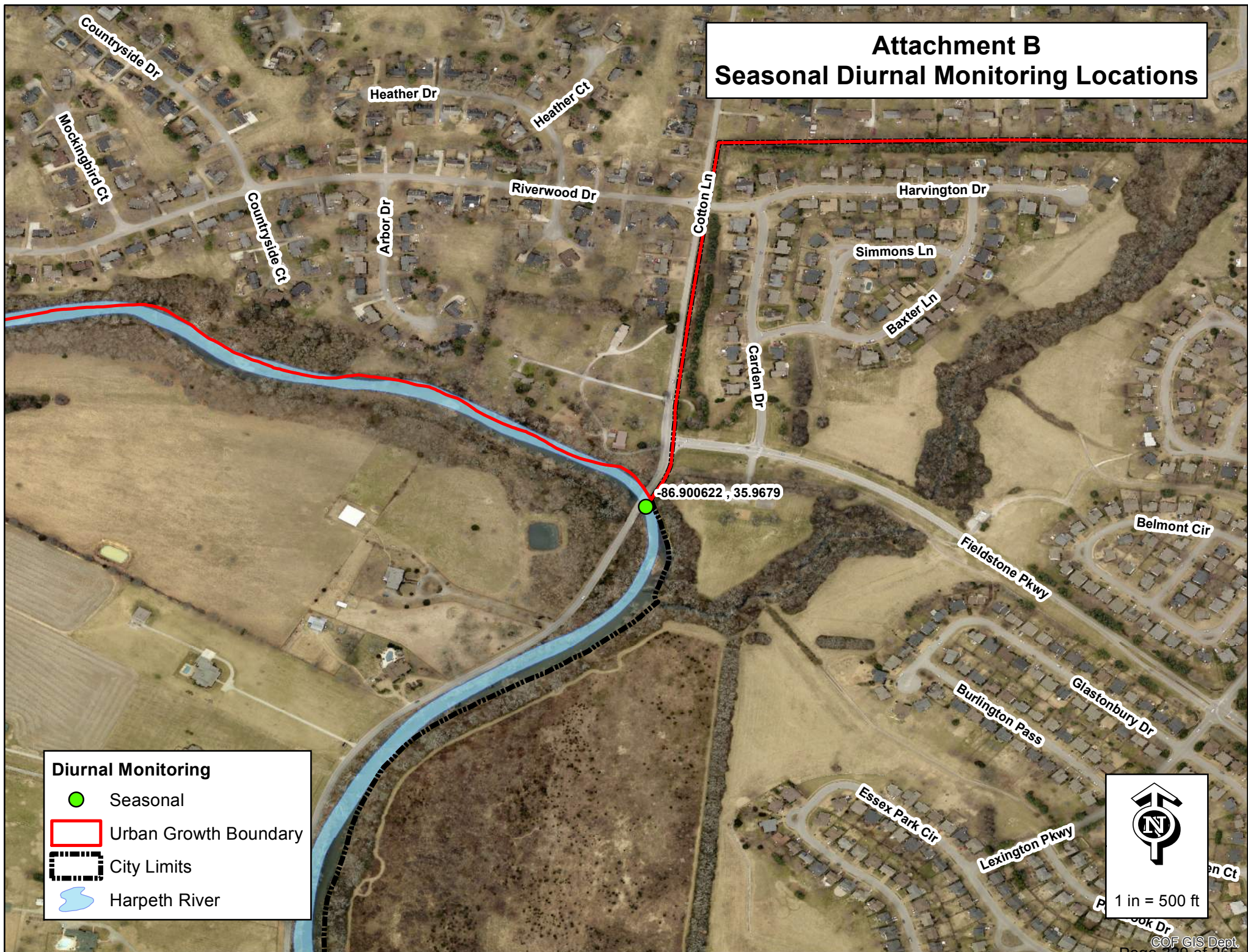
Agreement for Services

C.c. Tom Lamb Client Service Leader

Attachment A Diurnal Monitoring Locations



Attachment B Seasonal Diurnal Monitoring Locations

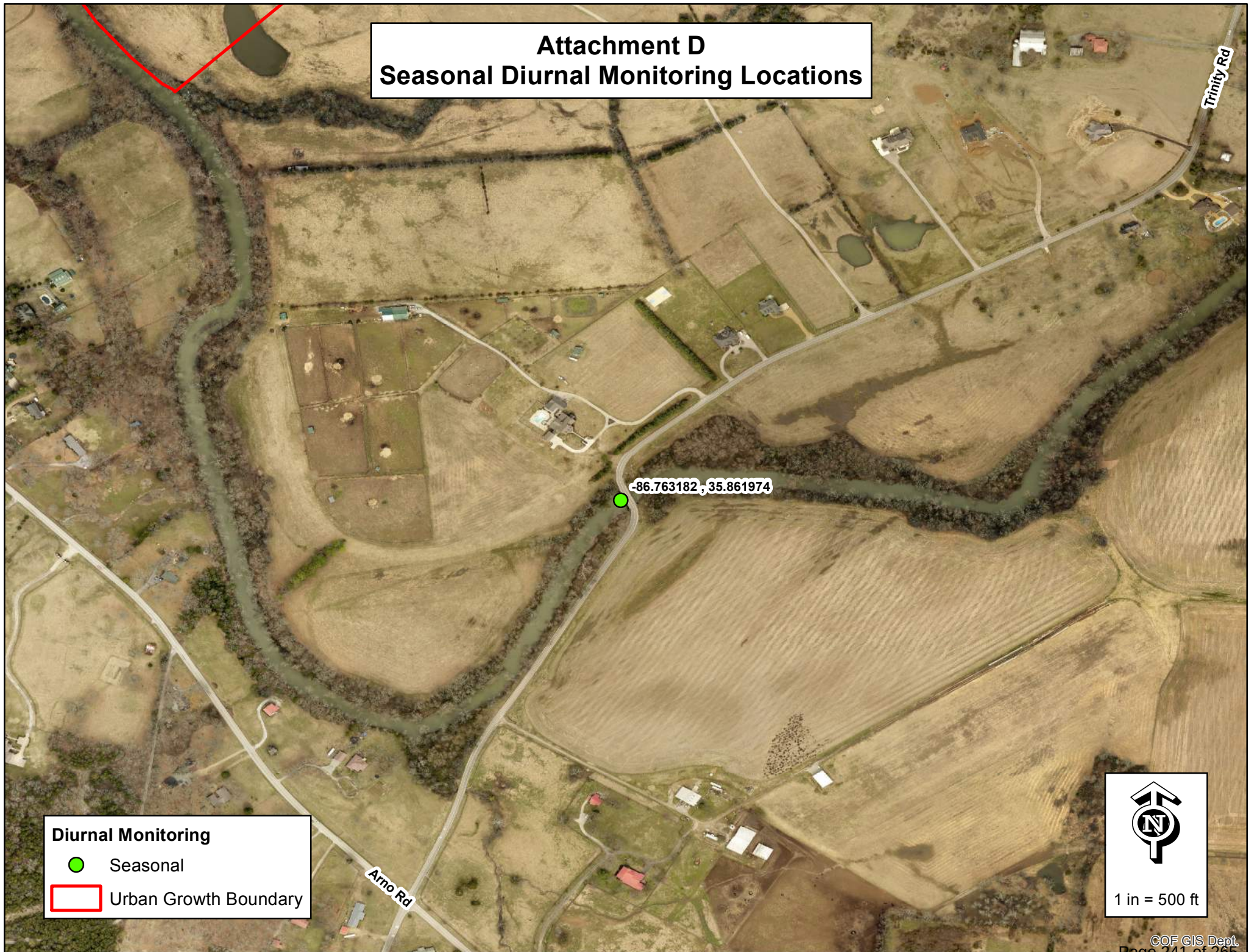


Attachment C Diurnal Monitoring Locations



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Attachment D Seasonal Diurnal Monitoring Locations



Diurnal Monitoring

- Seasonal
- Urban Growth Boundary


1 in = 500 ft



File #: 21-04190

DATE: January 25, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

Consideration Of COF Contract No. 2023-0010, With AECOM For Engineering Services During Construction For The Water Treatment Plant Valve Access Improvement Project For An Amount Not-To-Exceed \$62,074

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the professional services agreement (PSA) with AECOM for Engineering Services during construction of the Water Treatment Plant Valve Access Improvement Project.

BACKGROUND/STAFF COMMENTS:

AECOM was the design engineer for the Water Treatment Plant Valve Access Improvement project. As the engineer-of-record, they will be creating the as-builts for the project and will need to provide limited professional services during construction to approve submittals and provide structural and electrical inspections throughout the progression of the project. This contract will provide those services in addition to meeting attendance with the contractor to discuss constructability issues as they arise on the project.

FINANCIAL IMPACT:

The cost of this contract is a not-to-exceed amount of sixty-two thousand, seventy-four dollars (\$62,074.00) and is funded from the Water Operating Fund (421-89320-52109).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the professional services agreement (PSA) with AECOM for Engineering Services during construction of the Water Treatment Plant Valve Access Improvement Project.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2023-0010**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **AECOM** 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:

**ENGINEERING SERVICES DURING CONSTRUCTION
FOR THE WTP VALVE ACCESS IMPROVEMENTS PROJECT**

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 Sixty-Two Thousand Seventy Four and No/100 Dollars (\$62,074.00).

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2023.**

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.

- 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.

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.
- 10.5 IRAN DIVESTMENT ACT** By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any

subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

- 10.6 **NON-BOYCOTT OF ISRAEL** Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

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: 2/2/23

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney

**Engineering Services During Construction for
Franklin Water Treatment Plant (WTP) Valve Access Improvements**

COF Contract No. 2023-0010

January 17, 2023

BACKGROUND

WTP Valve Access Improvements

The Franklin WTP staff is currently operating two 24-inch butterfly valves and one 16-inch butterfly valve on the process line between the UV reactors and GAC contact tanks with the aid of a chain wheel and approximately 30-feet of chain. In addition, there are six 10-inch butterfly valves that cannot be accessed, along with three 10-inch GAC flowmeters and three 2-inch combination air/vacuum vales. Some of the valves of concern are shown in **Figure 1**.

City of Franklin's Water Management Department (WMD) requested that AECOM provide a proposal for Engineering Services during Construction for the referenced project.

SCOPE OF WORK

The scope of work consists of the following Professional Services.



Figure 1 - Franklin WTP Valve Access Area

Task 1 – Construction Administration

The Engineer will have limited oversight of the construction activities and will review construction to generally confirm the project is being built in accordance with the Engineer approved Drawings and Project Manual. The Engineer will be available to address engineering related questions and concerns. The Engineer will perform the following services for an estimated construction duration of six (6) months.

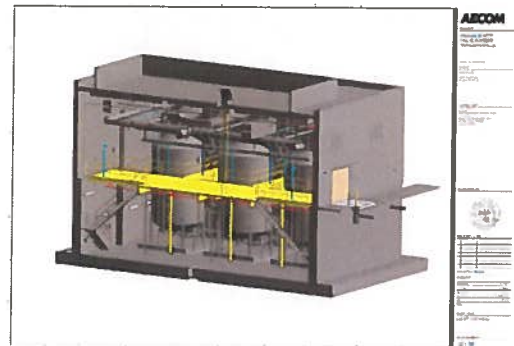


Figure 2 - Reinforced Concrete Platform with Mezzanine Deck

Task 1.1 – Pre-Construction Meeting

The Engineer will conduct a Preconstruction Meeting with WMD, the Contractor, and other project stakeholders to answer questions and discuss contract administration procedures. The following items will be discussed: required permits, WTP access, staging areas, safety, cleanup, working hours, coordination, submittals, pay requests, retainage, contract requirements, monthly progress meetings, final payment, and other various topics related to the construction of the project.

Deliverables: Meeting agendas and summaries.

Task 1.2 – Request for Proposal/Change Order Review

The Engineer will review up to three (3) Request for Proposals (RFPs) for cost and schedule changes to the contract whether initiated by WMD or caused by an unforeseen condition encountered during the construction of the project. The engineer will prepare and process up to three (3) change orders that will consist of approved RFPs to WMD for review and processing.

Deliverables: RFPs and Change Orders.

Task 1.3 – Shop Drawing/Submittal Reviews/Approvals

The Engineer will review, comment, and approve or disapprove twenty-eight (28) submittals including shop drawings for materials and equipment, as well as operation and maintenance manuals. The Engineer will solicit and incorporate review comments from WMD. Submittals will be reviewed and approved based on general conformance with the Issued for Bid Project Manual and Drawings, Addenda, and approved RFPs. The Contractor is still responsible for the accuracy and contract conformance regardless of the disposition issued by the Engineer.

Deliverables: Required submittal list.

Task 1.4 – Request for Information (RFIs) Review

The Engineer will answer and/or clarify questions in writing from the Contractor concerning the content of the Issued for Bid Project Manual and Drawings, addenda, and RFPs during the construction process. RFIs do not involve a change to the contract with respect to schedule or cost. The Engineer will process up to six (6) RFIs and discuss with WMD all responses to RFIs prior to issuance.

Deliverables: RFIs.

Task 1.5 – Progress Meetings

The Engineer will conduct monthly (up to six) construction progress meetings with WMD and the Contractor for the duration of the construction. The Engineer will prepare and issue an agenda at least three days prior to the meeting. The Engineer will prepare and distribute a meeting summary within one week following the meeting.

Deliverables: Meeting agendas and summaries.

Task 1.6 Request for Payment Processing

The Engineer will review, approve, and recommend for payment the monthly payment requests (up to six) issued by the Contractor for the project. The Engineer will review and comment on the stored and installed quantities of materials and equipment with the Contractor and WMD prior to approval of each payment request. The Engineer will rely on the WMD Representative Project Resident (RPR's) daily field reports to perform the payment request review.

Task 1.7 – Periodic Site Visits

The Engineer will periodically visit the site, estimated at once a month (six total), to assist with resolution of issues of concern and to spot check that construction is proceeding in conformance with the Approved

for Construction Project Manual and Drawings, addenda, and approved RFPs.

Deliverables: None.

Task 1.8 – Punch List/Walk-through

Prior to issuing the certificate of substantial completion and final completion, the Engineer will conduct a walk-through with the Contractor and WMD to review the project with respect to conformance with the Approved for Construction Project Manual and Drawings, addenda, and approved RFPs and compile a punch list of any incomplete aspects of the project.

Once Substantial Completion and then Final Completion has been achieved, the Engineer will issue documentation noting the date the milestone was accomplished.

Deliverables: Substantial and final completion punch lists and substantial and final completion notifications.

Task 1.9 – Project Closeout/As-Built Drawings

The Engineer will review the project files to confirm that the Client has been sent a copy of all of the approved submittals, important correspondence, RFPs, and Change Orders. In addition, the Engineer will coordinate with the Contractor, WMD, and the funding agency to facilitate and review required forms for the release of liens, etc. for the final completion of the project.

Following the final completion of construction, the Engineer will take the ‘red-line markups’ from the Contractor and compile the final as-built conditions on the drawings in AutoCAD format for WMD’s records. The Engineer will submit one (1) electronic copy of the as-built drawings to WMD for their use.

Deliverables: Deliverables to be Digital Copy of Final Record Drawings.

FEE

This proposal includes adjustments to employee classification and category changes since the initiation of the project due to staff changes, escalation and additional staff needed for the revised scope of work. Our Fee Pricing Proposal is provided as Appendix A and is developed based on the current AECOM rate schedule provided in Appendix B. Professional services for each task are estimated as follows:

- Engineering Services During Construction \$ 62,074

SUB-CONSULTANTS

I.C. Thomasson will continue to provide electrical support services through the construction phase for the referenced project.

ASSUMPTIONS

This amendment includes the following assumptions:

- Engineer may rely upon and use in the performance of any services information supplied to it by WMD without independent verification and Engineer shall not be responsible for defects in its services attributable to its reliance upon or use of such information.
- Owner will provide all documentation, reports (field observation), and drawings applicable to the project.
- Owner will coordinate all meetings and will identify stakeholders that will be invited to the meeting.

Engineer has prepared this scope of work and fee estimate based on the following exclusions:

- Resident project representative services.
- Limited engineering services during construction beyond the scheduled 180 days; and
- Any other work not defined in the Scope of Services.

PRELIMINARY SCHEDULE

The preliminary schedule to complete the work is generally estimated to be as follows:

Construction NTP	February 6, 2023
Substantial Completion	August 5, 2023
Final Completion	September 4, 2023
Closeout	October 5, 2021

AECOM will review the City's schedule and goals for the project and will expedite activities listed above if necessary.

APPENDIX A – FEE PRICING PROPOSAL



**Engineering Services During Construction for
Franklin WTP Valve Access Improvements
COF Contract No. 2023-0010**

Estimated Fee Proposal

January 17, 2023

Employee Classification/Category 2023 AECOM Billing Rates	Project Manager		Senior Engineer V		Engineer IV		CADD Specialist IV		Project Controls		ODCs	Subconsultant	Subtotals
	\$185		\$211		\$165		\$139		\$124				
Task 1 - Construction Administration (180 days)													
Task 1.1 – Pre-Construction Meeting	8		8						8		\$500		24 \$4,660
Task 1.2 – Request for Proposal/Change Order Review	8		8										16 \$3,171
Task 1.3 – Shop Drawing/Submittal Reviews/Approvals	8		40		52				8			\$1,000	108 \$20,492
Task 1.4 – Request for Information (RFIs) Review	8		16		34							\$1,000	58 \$11,469
Task 1.5 – Progress Meetings	8		8										16 \$3,171
Task 1.6 – Request for Payment Processing	8		8										16 \$3,171
Task 1.7 – Periodic Site Visits	8		8										16 \$3,171
Task 1.8 – Punch List/Walk-through	4		4										8 \$1,586
Task 1.9 – Project Closeout/As-Built Drawings			8		8		48				\$500	\$1,000	64 \$11,182
Task 1 Manhours	60		108		94		48		16				326
Task 1 Fee Estimate	\$11,124		\$22,788		\$15,510		\$6,674		\$1,978		\$1,000	\$3,000	\$62,074

APPENDIX B – Rate Schedule

<u>Title</u>	<u>Bill Rate</u>
Project Director	\$ 250
Principal Engineer III	\$ 242
Principal Engineer II	\$ 232
Principal Engineer I	\$ 227
Senior Engineer V	\$ 211
Senior Engineer IV	\$ 206
Senior Engineer III	\$ 191
Senior Engineer II	\$ 180
Senior Engineer I	\$ 175
Senior Project Manager	\$ 221
Project Manager II	\$ 201
Project Manager I	\$ 185
Engineer V	\$ 170
Engineer IV	\$ 165
Engineer III	\$ 160
Engineer II	\$ 155
Engineer I	\$ 149
Senior Designer	\$ 149
CADD Specialist IV	\$ 139
CADD Specialist III	\$ 129
CADD Specialist II	\$ 118
CADD Specialist I	\$ 98
GIS Specialist	\$ 108
Field Technician IV	\$ 134
Field Technician III	\$ 113
Field Technician II	\$ 103
Field Technician I	\$ 88
Engineering Intern IV	\$ 139
Engineering Intern III	\$ 134
Engineering Intern II	\$ 129
Engineering Intern I	\$ 113
Project Controls	\$ 124
Project Administrator	\$ 88
Construction Inspector	\$ 119
Construction Administrator	\$ 109
Survey Crew - 3 Man	\$ 242
Survey Crew - 2 Man	\$ 185
Survey Crew - 1 Man Robotic or RTK (GPS) Survey Crew	\$ 144
sUAS Crew with Certified sUAS Pilot and Photo Capture UAV	\$ 216
LiDAR Scanning Crew	\$ 216
Senior Land Surveyor (PE/RLS)	\$ 175
Land Surveyor (PE/RLS)	\$ 165
Survey Project Manager	\$ 134
Survey Crew Chief	\$ 108
Estimator II	\$ 191
Estimator I	\$ 149



File #: 21-04246

DATE: February 3, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development

SUBJECT:

Review And Discussion On The Study Area and Criteria For Evaluating Alternative Sites For Our New City Hall

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the study area and criteria identified for evaluating alternative sites for our new City Hall.

BACKGROUND/STAFF COMMENTS:

At the Special Worksession on January 4, 2023, the Board of Mayor and Aldermen(BOMA) requested staff perform a cost/benefit analysis of alternative City Hall sites. Following this meeting, staff commissioned an appraisal of our present City Hall site and is in the process of securing a second, independent appraisal to determine its current value.

Staff also started to develop a strategy which includes identifying potential sites that can be used to help illustrate the likely differences in development costs and related benefits and challenges. Based on previous discussions with the BOMA, staff intends to identify parcels within the Central Franklin and Columbia Avenue Corridor Overlays exhibit included) using the following criteria in evaluating potential sites for our new City Hall.

Both the exhibit and criteria are broad, which will allow us to identify and evaluate multiple sites. Staff finds this proposed study area and the following criteria will be sufficient to perform this high level analysis.

City Hall Site Criteria:

- The location of the site is either in downtown Franklin or close to downtown Franklin, i.e. Central Franklin and Columbia Avenue Corridor Overlays
- The existing zoning district permits a city hall and/or commercial uses.
- The site is at least two acres in size.
- The site can accommodate an approximately 100,000 square foot building and 300 parking spaces, in accordance with Franklin's zoning requirements.

We seek the Board's feedback on these criteria and on any other factors that should be considered in

this process.

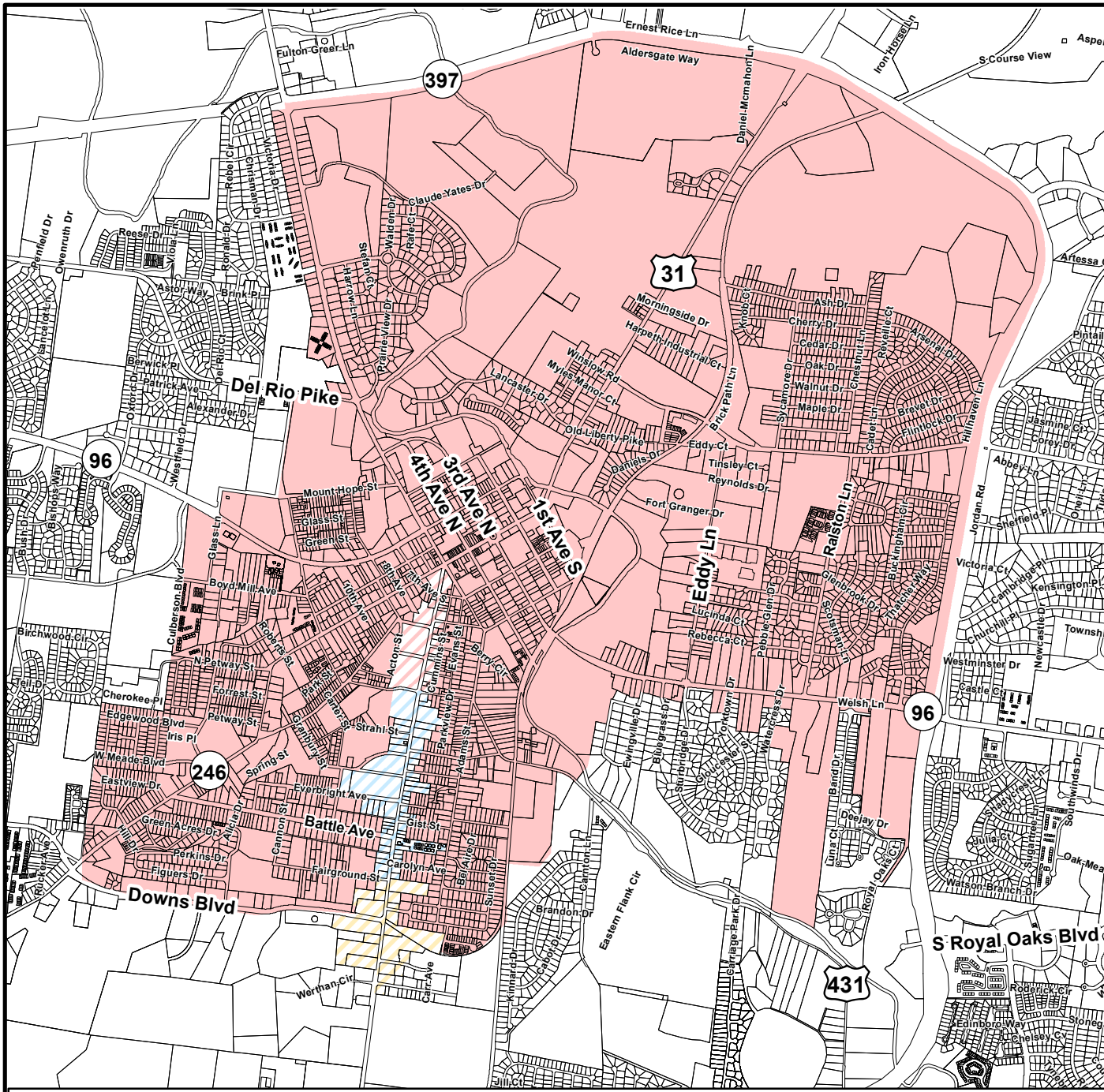
FINANCIAL IMPACT:

To Be Determined. The purpose of this exercise is to objectively analyze, to the extent possible, the cost and associated impacts of redeveloping City Hall at the present location versus other sites within the proposed study area.

RECOMMENDATION:

Staff requests the Board of Mayor and Aldermen provide guidance/support on the identified study area and criteria.

Central Franklin Overlay And Columbia Avenue Overlay



Legend

- Central Franklin Overlay
- Columbia Avenue Sub-District 1
- Columbia Avenue Sub-District 2
- Columbia Avenue Sub-District 3

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
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