City of Franklin

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

Meeting Agenda

Work Session

Tuesday, June 27, 2023 | **4:00 PM** | **Board Room**

CALL TO ORDER

CITIZEN COMMENTS

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

WORK SESSION DISCUSSION ITEMS

1. *Consideration Of Ordinance 2023-15, An Ordinance To Rezone 7.2 Acres From Residential 4 (R4) To Planned (PD 38.19/3,000) District For The Property Located East Of Franklin Road And South Of Liberty Pike, Located At 209 Old Liberty Pike (Middle Eight PUD Subdivision). Establishing A Public Hearing On August 8, 2023
   FMPC 5/25/23, 4-2
   WS 6/13/23
   Sponsors: Emily Wright, Amy Diaz-Barriga
2. Consideration Of Resolution 2023-30, A Resolution Approving A Development Plan For Middle Eight PUD Subdivision With 1 Modifications Of Development Standards (Parking), For The Property Located East Of Franklin Road And South Of Liberty Pike, Located At 209 Old Liberty Pike. Establishing A Public Hearing On August 8, 2023
   FMPC 5/25/23, 4-2
   WS 6/13/23
   Sponsors: Emily Wright, Amy Diaz-Barriga
3. Consideration Of COF Contract No. 2023-0095, With 228 Franklin, LLC For Parkland Impact Fee And Construction Agreement For The Middle Eight
   WS 6/13/23
   Sponsors: Lisa Clayton, Heather Eusebio
4. *Consideration Of COF Contract No. 2023-0172, With The Tennessee Department Of Environment & Conservation American Rescue Plan Act For The Non-Competitive Grant Amount Of $4,679,357.36

   Sponsors: Kristine Brock, Mark Hilty, Michelle Hatcher, Paul Holzen, Chris Franklin
5. Consideration Of Resolution 2023-19, A Resolution Adopting The Fourth Amendment To The City Of Franklin Amended And Restated Employees Pension Plan Dated Effective As Of January 1, 2018 (Increasing The Lump Sum Threshold To $25,000 For Terminated Vested Participants)
   Pension 3/27/23, 5-0
   Sponsors: Kristine Brock, Kevin Townsel

6. Consideration Of Amendment 3 To COF Contract No. 2019-0007, With Reese Farms, LLC For Parkland Impact Fee And Greenway Trail System Construction Agreement For Reese Farms (Change In Owner Only)
   WS 6/13/23
   Sponsors: Lisa Clayton, Heather Eusebio

7. Consideration Of COF Contract No. 2021-0119, With Franklin Special School District For The Interlocal Agreement For The Freedom Ballfields
   WS 6/13/23
   Sponsors: Lisa Clayton, Heather Eusebio

8. Discussion Of Creekside Property

   Sponsors: Eric Stuckey

9. Consideration To Deny Sanitary Sewer For 2051 Wilson Pike And A Discussion On The Urban Growth Boundary And Request For Guidance To Move Forward In Mayes Creek Basin

   Sponsors: Vernon Gerth, Michelle Hatcher, Scott Andrews

10. Consideration Of Special Event Permit For Christmas Parade Sponsored By Downtown Franklin Rotary Club On December 2, 2023

    Sponsors: Milissa Reierson, Monique McCullough

11. Consideration Of Ordinance 2023-16, An Ordinance To Amend Title 8, Chapter 2, Section 211 Of The Franklin Municipal Code Relative To Special Event Beer Permits
    Beer 6/13/23, 2-0
    Sponsors: Shauna Billingsley, Jessica Davey

12. Discussion Of Peddlers, Solicitors, And Itinerant Merchants - Pop-Up Commercial Merchandise Sales, Services, And Permitting Requirements

    Sponsors: Eric Stuckey, Vernon Gerth, Jessica Davey

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 #: 21-04663

DATE: June 14, 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

SUBJECT:

*Consideration Of Ordinance 2023-15, An Ordinance To Rezone 7.2 Acres From Residential 4 (R4) To Planned (PD 38.19/3,000) District For The Property Located East Of Franklin Road And South Of Liberty Pike, Located At 209 Old Liberty Pike (Middle Eight PUD Subdivision). Establishing A Public Hearing On August 8, 2023
FMPC 5/25/23, 4-2
WS 6/13/23

PURPOSE:

PROJECT INFORMATION
COF Project Number: 8155
Applicant: Gary Vogrin, Kiser + Vogrin Design
Owner: Amanda McKeehan

BACKGROUND/STAFF COMMENTS:
The applicant has submitted a rezoning request for the 7.2 acres located East Of Franklin Road And South Of Liberty Pike, located at 209 Old Liberty Pike. The applicant is requesting to rezone from R4 to Planned (PD 38.19/3,000) District to accommodate the proposed Middle Eight PUD Subdivision. The development has 275 residential units and 3,000 square feet of commercial space. Envision Franklin places this property in the Multifamily Design Concept, which states, "Multifamily residential includes apartments, condominiums, stacked flats, assisted living facilities, and is encouraged to be mixed with big houses, duplexes, townhouses, and other housing types. This allows for greater flexibility in form and scale to achieve active, cohesive, and vibrant neighborhoods." Primary uses include multifamily, with single-family and attached residential units as secondary uses.

There is a special consideration within the Multifamily Design Concept for properties south of Liberty Pike & west of Daniels Drive, east of the Truett House. The design team brought forth an Envision Franklin Plan Amendment to the Planning Commission on March 23, 2023, in which they proposed Special Consideration language specific to this site that allowed for the consideration of additional height when underground parking is provided, as well as a small amount of commercial space when it is a use that supports the surrounding community. The Planning Commission approved this requested amendment to Envision Franklin. The Planned District zoning district with proposed

entitlements meets the recommendations of Envision Franklin.

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 2023-15 by a vote of 4-2.
Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2023-15.

ORDINANCE 2023-15

AN ORDINANCE TO REZONE 7.2 ACRES FROM RESIDENTIAL 4 (R4) TO PLANNED (PD 38.19/3,000) DISTRICT FOR THE PROPERTY LOCATED EAST OF FRANKLIN ROAD AND SOUTH OF LIBERTY PIKE, LOCATED AT 209 OLD LIBERTY PIKE (MIDDLE EIGHT 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 38.19/3,000) 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 2023-30, approving a Planned Unit Development (PUD) Development Plan as required by the Franklin Zoning Ordinance; and

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

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of **Planned (PD)** District to **Planned (PD 38.19/3,000)** District:

PREMISES CONSIDERED

Map-Parcel	Acres
063M -A 4.00	7.2
Total	7.2

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

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

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

ATTEST:

By: _____
Eric Stuckey
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Law Dept. Approved 05.17.23

Approved as to Form By:

_____

Shauna R. Billingsley
City Attorney

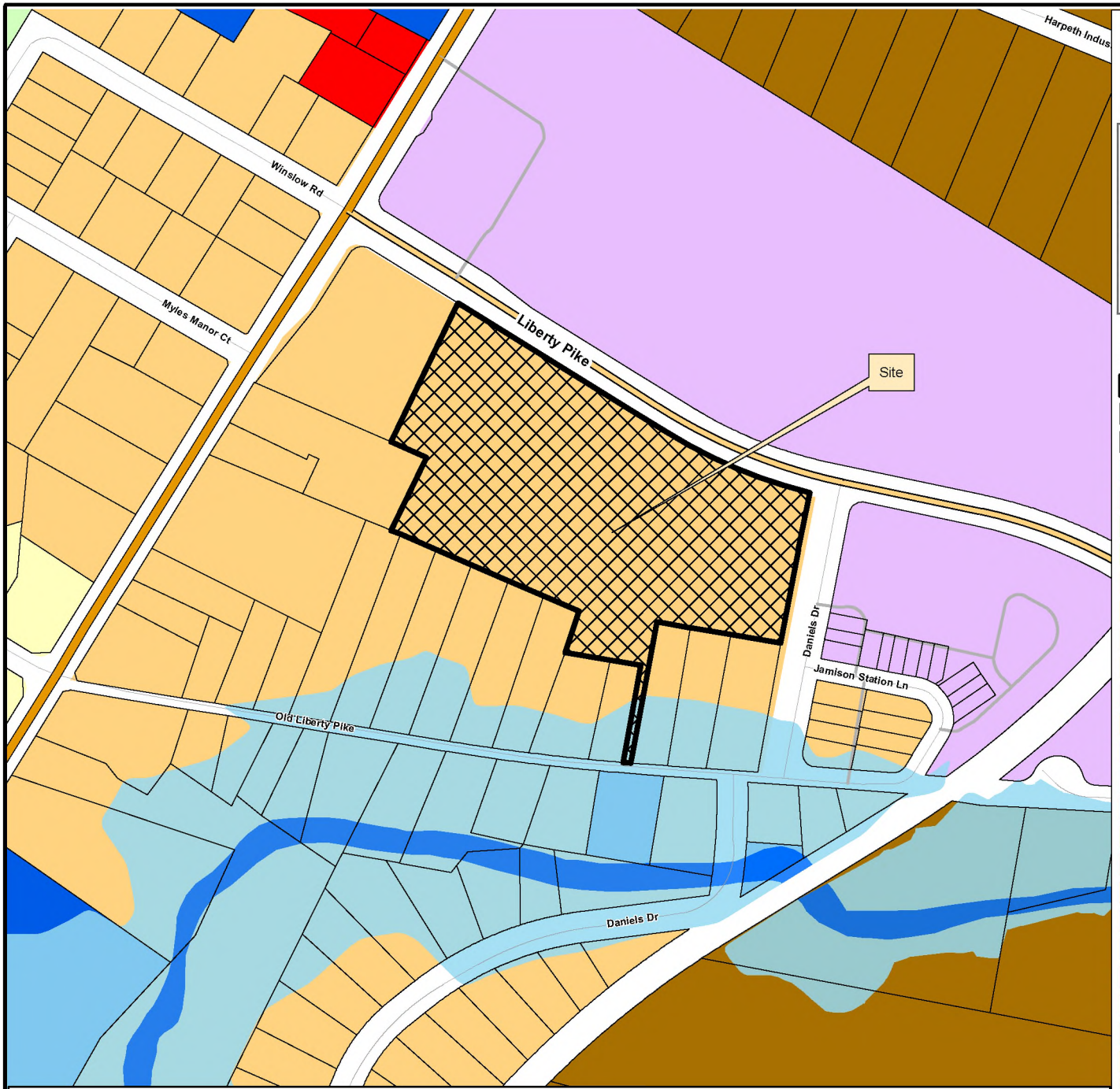
PLANNING COMMISSION RECOMMENDED: _____

PASSED FIRST READING: _____

PUBLIC HEARING HELD: _____

PASSED SECOND READING: _____

PASSED THIRD READING: _____



MIDDLE EIGHT PUD SUBDIVISION
ORDINANCE 2023-15
RESOLUTION 2023-30

Project Information
Existing Zoning: R4
Proposed Zoning: PD 38.19/3,000
Overlay Districts: HPO, CFO, FFO
Site Acreage: 7.2 acres
Proposed Number of Dwelling Units: 275
Proposed Nonresidential Square Footage: 3,000

Legend

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

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It was compiled from the most authentic information available.
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Feet

REZONING APPLICATION
THE MIDDLE EIGHT

209 OLD LIBERTY PIKE
TAX MAP 063M PARCEL 0400, GROUP A
COF PROJECT #8155
KVD PROJECT #21065
FRANKLIN, WILLIAMSON CO., TN

CLIENT/DEVELOPER
TRULAND
401 CHURCH STREET
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CONTACT: AMANDA MCKEEHAN
INFO@TRULANDGROUP.COM

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KISER + VOGRIN DESIGN
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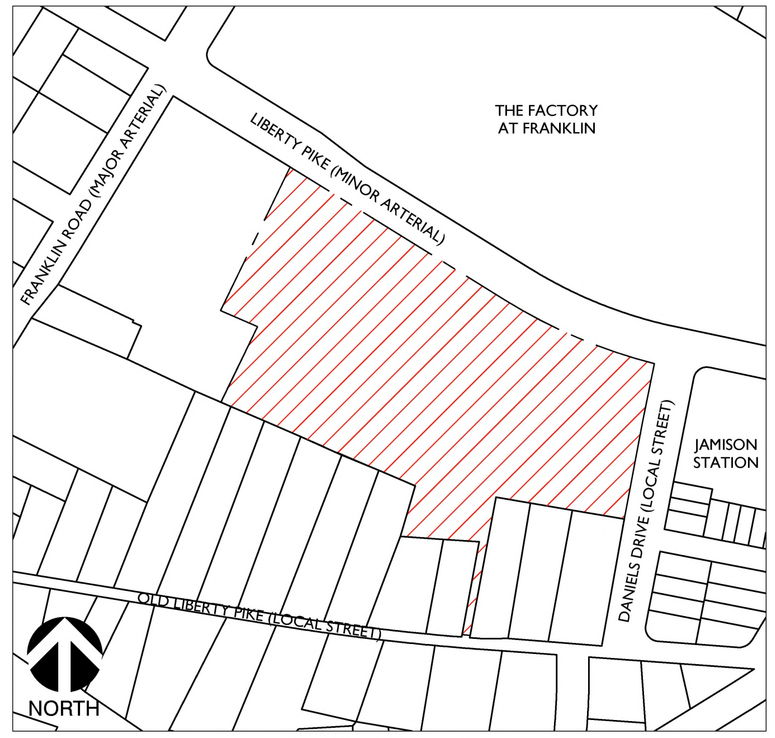
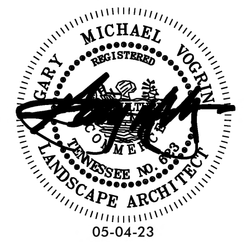


SITE LOCATION MAP
1"=200'

SHEET INDEX	SHEET NUMBER	INITIAL SUBMITTAL	RE-SUBMITTAL	ONE STOP
COVER SHEET	C0.0	04-10-2023	05-04-2023	
REZONING PLAN	C1.0	04-10-2023	05-04-2023	

EXISTING ZONING: R4 | RESIDENTIAL 4 DISTRICT
PROPOSED ZONING: PD 38.19 / 3000 | PLANNED DISTRICT



05-04-23

KVD PROJECT# : 21065
COF PROJECT# : 8155
Sheet #:
C0.0
DATE: 05.04.2023

LEGEND

- IRON ROD (OLD)
- BENCHMARK
- CATCH BASIN
- FIRE HYDRANT
- SEWER MANHOLE
- EXISTING TREE
- WATER VALVE
- WATER METER
- IRON ROD (NEW)
- UTILITY POLE

SITE DATA CHART:

PROJECT NAME: THE MIDDLE EIGHT
COF PROJECT NUMBER: 8155
TAX MAP: 063M
GROUP: A
PARCELS: 04.00
ADDRESS: 209 OLD LIBERTY PIKE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 10
PUD SITE ACREAGE: 7.2
PUD SITE SQUARE FOOTAGE: 313,632 SF
DESIGN CONCEPT: MF (MULTIFAMILY RESIDENTIAL)

REGULATIONS

BASE ZONING: R4 | RESIDENTIAL 4 DISTRICT
PROPOSED ZONING: PD (38.19 / 3000) | PLANNED DISTRICT
OVERLAY ZONING: CENTRAL FRANKLIN OVERLAY, HISTORIC PRESERVATION OVERLAY, & FLOOD FRINGE OVERLAY
BUILDING TYPES APPLIED: MULTIFAMILY RESIDENTIAL, SINGLE FAMILY RESIDENTIAL, TOWNHOME & DUPLEX UNITS
FRONTAGE TYPES APPLIED:
DUPLEX AND SINGLE FAMILY: YARD FRONTAGE
TOWNHOUSE AND MULTIFAMILY: URBAN FRONTAGE

KEVIN M MCKEEHAN
(AREA LOT 1 = 78,793 sq.ft. or 1.809 ACRES±)
ZONING: R-4 RESIDENTIAL

(NEW PARCEL 4.00)
(AREA LOT 2 = 313,359 sq.ft. or 7.194 ACRES±)

FRANKLIN ROAD
(U.S. HWY 31 STATE ROUTE 6 (PUBLIC ROW)

LIBERTY PIKE
MINOR ARTERIAL (ROW VARIES)

OLD LIBERTY PIKE
LOCAL STREET
(PUBLIC ROW VARIES)

DANIELS DRIVE
LOCAL STREET ROW VARIES)

HISTORIC PRESERVATION OVERLAY

ACCESS EASEMENT

APPROXIMATE LIMITS (FFO BOUNDARY)
100-YEAR FLOOD
(SEE NOTE No. 4)

CURVE 2: LENGTH: 302.89'
RADIUS: 989.93'
DELTA ANGLE: 17°31'52"
CHORD BEARING: S66°58'41"E
CHORD LENGTH: 301.71'

MANHOLE SHOWN ON PLAT (NOT FOUND)

SURVEY INFO
PROVIDED BY: S&ME & CHASTAIN SKILLMAN
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

SCALE: 1" = 50'

FULMER LUCAS

KISER VOGRIN DESIGN
5005 MERIDIAN BLVD. SUITE 100
FRANKLIN, TN 37067
MAIN: 815.708.0567
WWW.KISERVOGRIN.COM

REZONING PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
COF PROJECT # 8155
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	YB
DRAWN BY:	JM
CHECKED BY:	BD
DATE:	05/04/23

FILE PROJECT NO.
1060-15

DRAWING TITLE:

REZONING PLAN

SHEET NUMBER

C1.0

Thursday, May 4, 2023
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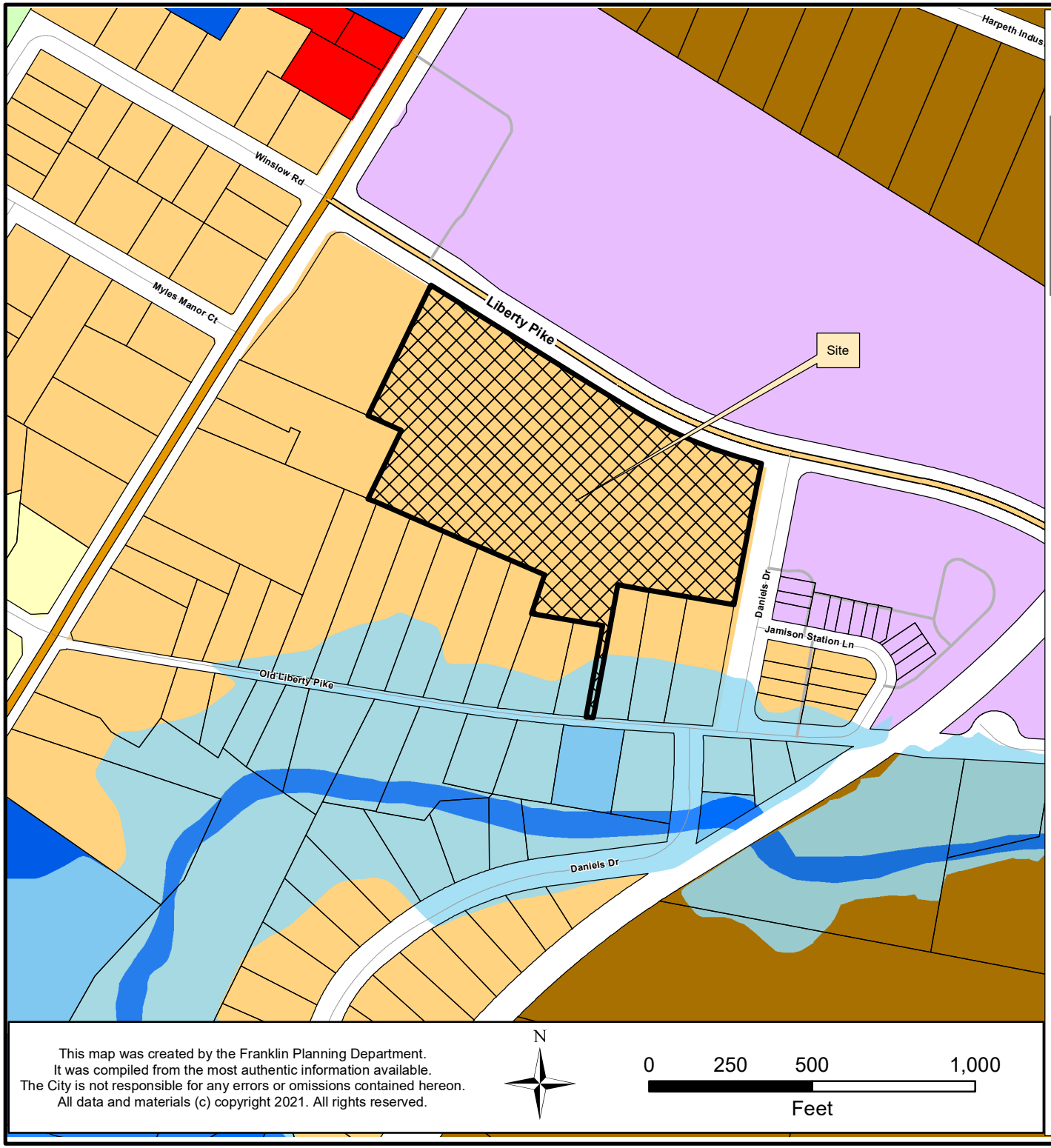

MIDDLE EIGHT PUD SUBDIVISION
ORDINANCE 2023-15
RESOLUTION 2023-30

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THE MIDDLE EIGHT

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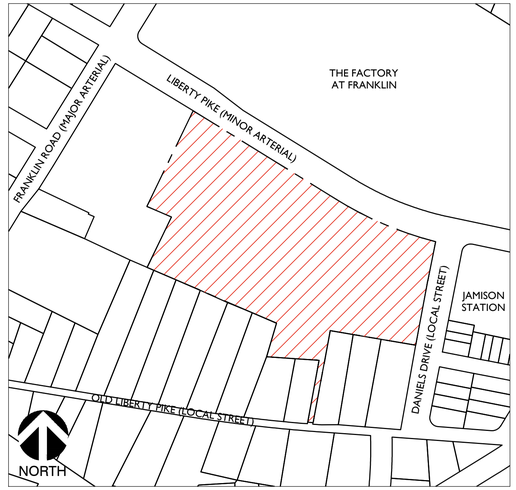

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EXISTING ZONING: R4 | RESIDENTIAL 4 DISTRICT
PROPOSED ZONING: PD 38.19 / 3000 | PLANNED DISTRICT

05-04-23

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COF PROJECT# : 8155
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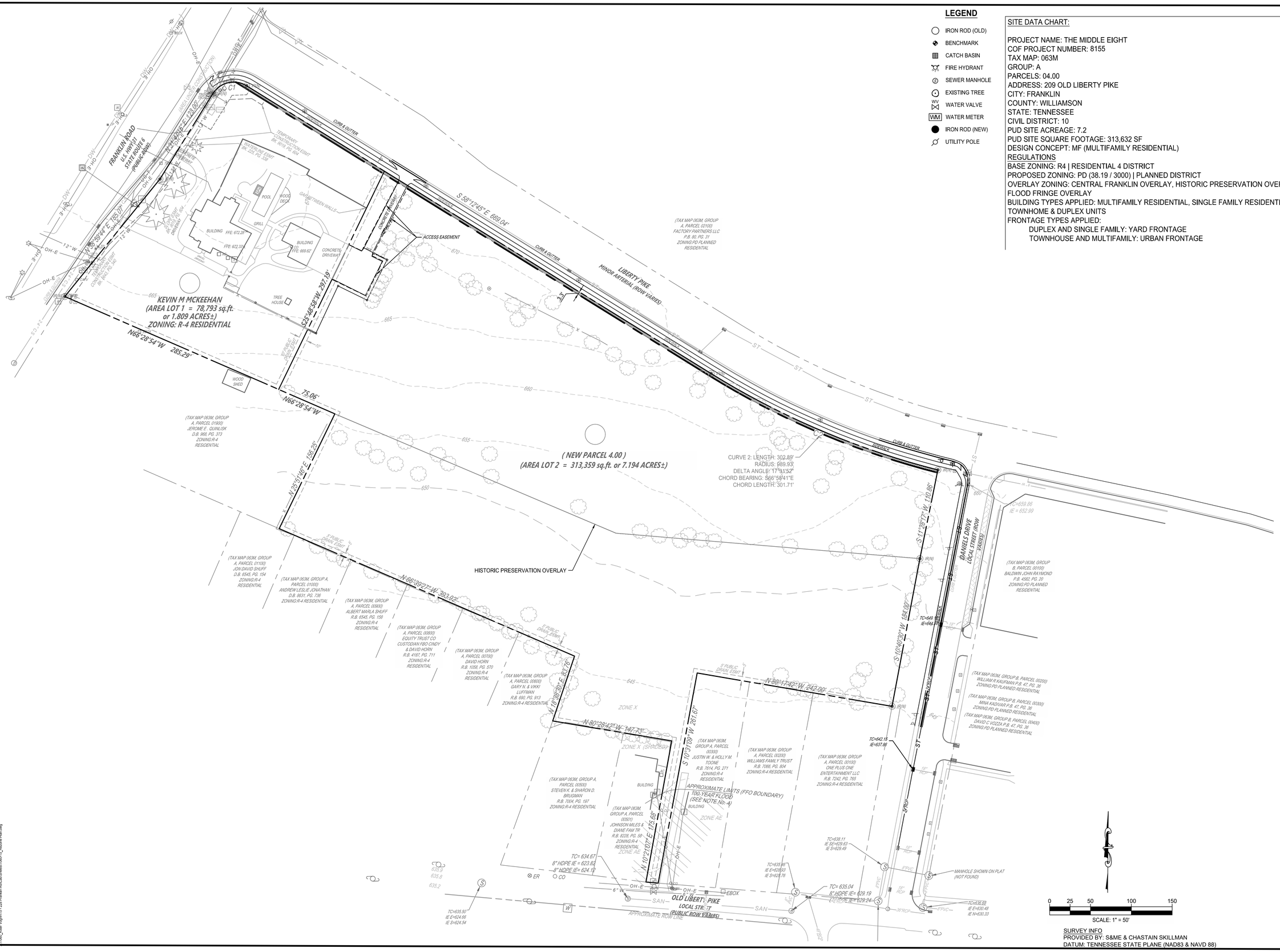

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STATE OF TENNESSEE
REGISTERED
LANDSCAPE
ARCHITECT
AGRICULTURE
No. 101924
05/01/2023

REZONING PLAN

THE MIDDLE EIGHT

209 OLD LIBERTY PIKE
COF PROJECT # 8155
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	YB
DRAWN BY:	JM
CHECKED BY:	BD
DATE:	05/04/23

FLE PROJECT NO.
1060-15

DRAWING TITLE:

REZONING PLAN

SHEET NUMBER

C1.0

Tuesday, May 4, 2023
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File #: 21-04664

DATE: June 14, 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

SUBJECT:

Consideration Of Resolution 2023-30, A Resolution Approving A Development Plan For Middle Eight PUD Subdivision With 1 Modifications Of Development Standards (Parking), For The Property Located East Of Franklin Road And South Of Liberty Pike, Located At 209 Old Liberty Pike. Establishing A Public Hearing On August 8, 2023
FMPC 5/25/23, 4-2
WS 6/13/23

PURPOSE:

PROJECT INFORMATION
COF Project Number: 8154
Applicant: Gary Vogrin, Kiser + Vogrin Design
Owner: Amanda McKeehan

BACKGROUND/STAFF COMMENTS:
Staff have been meeting with the property owner about development on this site since July of 2022. We have given feedback on the design over the last year, to work towards a plan that meets all of the City's development standards. The design team has taken staff's guidance into consideration, and made many changes to the plan over the course of a year. In a few instances, the development team decided to pursue alternate standards prior to submitting this development plan.

Below, staff has outlined topics where concern has been voiced regarding the proposed development plan. In general, the plan proposes 254 multifamily dwelling units, 6 single family homes, 12 duplex dwelling units (6 structures), and 3 townhomes. Lastly, it does provide a small amount of retail (3,000 sq ft) in the form of a restaurant, as a use that can support the surrounding community.

Previous Approvals: On February 13, 2023, the development team presented their plan to the Historic Zoning Commission, and received a preliminary recommendation for approval on the height, scale, massing, and layout of the structures as it related to the limits of the Historic Preservation Overlay (HPO). It should be noted that the southern facades of the two multifamily buildings, and the single-family and duplex structures south of Foster Lane are outside of the HPO and are not a part of the Historic Zoning Commission's jurisdiction, so the HZC did not consider those facades or buildings

in their recommendation.

The design team then brought forth an Envision Franklin Plan Amendment to the Planning Commission on March 23, 2023, in which they proposed Special Consideration language specific to this site. The Planning Commission voted to approve the additional specifications.

Building Height: In reviewing the recommendations of Envision Franklin, staff finds that the proposed development plan complies with the Multifamily Residential Design Concept. It addresses the design guidelines of the general topics, including providing duplexes, townhomes, and single-family structures along the periphery of the proposed development, and providing a mix of public open spaces. It is also consistent with the language of the special consideration. It provides additional height by proposing underground parking. The height is shown in relation to Jamison Station in the Development Plan, but staff has found that varying technologies and estimating methodologies yield different heights of Jamison Station. The Design Team has consistently stated in previous meetings that the Middle Eight building closest to Jamison Station will be no taller than 2'-6" from Jamison Station's height. Therefore, in the absence of a detailed, surveyed measurement, staff has included a condition of approval that at time of site plan, the heights will be verified and that building plans will ensure that the new construction is no more than 2'-6", measuring from top of parapet to top of parapet. To further ensure that this height comparison is maintained, staff has also included a condition of approval that prior to above-ground construction commencing, an as-built survey will be completed to document the top of foundation elevation.

Staff would also like to note that while the Zoning Ordinance and Envision Franklin address transitions between buildings adjacent to new development, it does not speak to proper transitions within a proposed development. There is a three-story change between the north side and south side of Foster Lane, and a significant change in mass between the multifamily buildings and the single-family and duplex units.

Liberty Pike: In regards to other Envision Franklin updates being pursued separately from this development, the Liberty Pike Streetscape improvements are something being investigated through the Factory District Design Concept proposal with the Envision Franklin Update. The decision of whether or not to create a unique cross-section for Liberty Pike within the boundary of the Factory District has not yet been determined, nor has it been determined whether or not additional Right-Of-Way would be needed to achieve an updated cross section.The property owners have confirmed that they wish to include any streetscape elements into their proposal, once decided, and so staff has included a condition of approval (#41 Offsite Improvements) that requires the Middle Eight to incorporate Liberty Pike Streetscape elements into their plans during the site plan approval process.

Parking: Along with the documents just described, the Development Plan also generally conforms to all other regulatory development standard documents; in those instances where the plan currently does not fully comply, staff has provided a list of conditions of approval for the FMPC and BOMA to adopt as part of their vote. The plan does include a shared parking study, to justify the amount of parking provided on site. The plan provides each single-family, duplex, and townhome unit with a two-car garage. The additional third space required for the three-bedroom duplex and townhome units is provided through parallel (on-street) parking adjacent to the properties, along the south side of Foster Lane. Also, a parking study provided by the applicant shows how the difference in peak use time between the multifamily and restaurant uses can provide a parking reduction of 32 spaces. This reduction, along with the proposed reduced parking counts proposed in the Modification of Standards (MOS), account for the required parking for the multifamily and restaurant uses being met by the underground parking structure and the parallel (on-street) parking spaces along the north side of Foster Drive.

Citizen Concerns: It should be noted that citizens have voiced their concerns about this development at several recent public meetings, including Board of Mayor and Aldermen meetings, Planning Commission meetings, and Historic Zoning Commission meetings. Staff collects written comments via email, and provides them to the FMPC and BOMA in one single PDF attached to this agenda item. Concerns that have been voiced in the past related to the scale and height of the proposed multifamily buildings and the additional traffic this amount of new units would generate, but others may be brought forward in the public hearings for this development plan.

MODIFICATIONS OF STANDARDS

The applicant is requesting one Modification of Standards, from Parking Table 10.6, specific to parking requirements for multifamily uses. The request includes a reduction for studio and 1-bedroom units from 1.5 spaces per unit to 1.02 spaces for unit, a reduction for 2-bedroom units from 2.5 spaces per unit to 1.89 spaces per unit, and a reduction for 3-bedroom units from 3.0 spaces per unit to 2.76 spaces per unit. This request, if granted, reduces the number of spaces provided for the multifamily use from 529 spaces to 407 spaces, for a reduction of 122 spaces. The applicant has cited nationally recognized Parking Study publications and used only factors that were applicable to our City when analyzing alternate standards. They also gathered parking utilization rates from seven existing multifamily developments in Franklin, to ensure that the national numbers were consistent with the local environment. Staff has verified the parking data from the national publications, and can support the reduction as proposed.

Staff recommends approval of MOS #1 (Parking).

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 2023-30, with conditions by a vote of 4-2.
Staff recommends that the Board of Mayor and Aldermen approve Resolution 2023-30, with condtions.

RESOLUTION 2023-30

A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR MIDDLE EIGHT PUD SUBDIVISION WITH 1 MODIFICATIONS OF DEVELOPMENT STANDARDS (PARKING), FOR THE PROPERTY LOCATED EAST OF FRANKLIN ROAD AND SOUTH OF LIBERTY PIKE, LOCATED AT 209 OLD LIBERTY PIKE.

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 2023-15; 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
063M- A 4.00	7.2
Total	7.2

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 Middle Eight PUD are as follows:

Entitlements	Middle Eight PUD
Base Zone District	PD 38.19/3,000
Other Zoning Overlays	HPO, CFO
Number of Dwelling Units	275
Number of Nonresidential Square Footage	3,000
Number of Hotel Rooms	0
Open Space Requirements	15%
Number of Phases in Development	1

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

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

MOS 1: **Request to modify minimum parking standards for multifamily to 1.02 spaces per studio unit, 1.02 spaces per 1-Bedroom unit, 1.89 spaces per 2-Bedroom unit, and 2.76 spaces per 3-Bedroom unit.** Approved: _____ Denied: _____	10.1.6 Minimum Parking 1.5 spaces for a studio 1.5 spaces for a 1-bedroom unit 2.5 spaces for a 2-bedroom unit 3 spaces for a 3+ bedroom unit *Staff recommended approval.*

SECTION VI. That this Resolution shall take effect from and after the passage of Ordinance 2023-15, 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:

Eric S. Stuckey
City Administrator

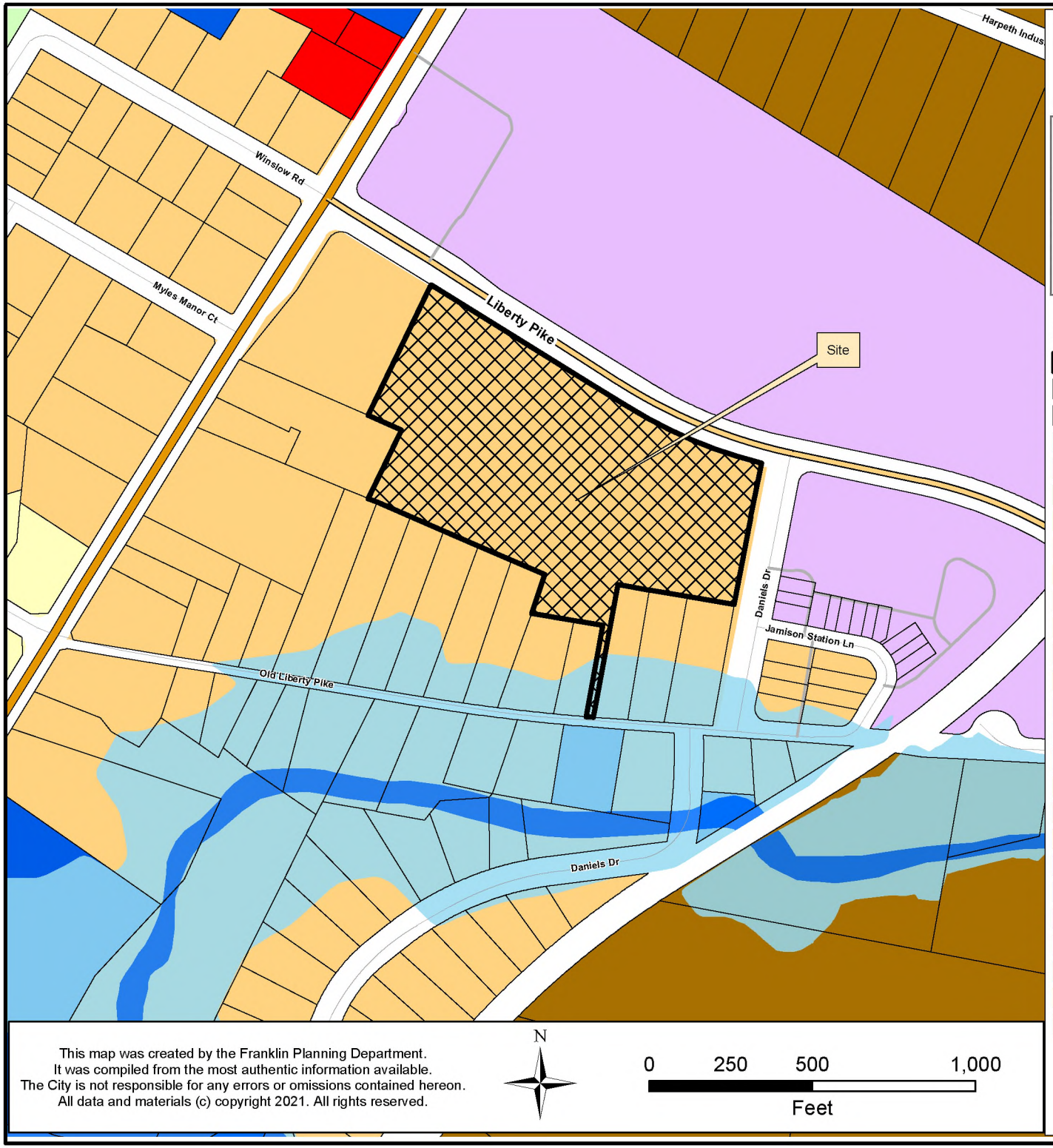
CITY OF FRANKLIN, TENNESSEE:

Dr. Ken Moore
Mayor

Approved as to Form By:

Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE:	04/04/23
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:	04/27/23
NEIGHBORHOOD MEETING:	04/05/23
PLANNING COMMISSION RECOMMENDED APPROVAL:	
PUBLIC HEARING AND BOMA APPROVAL:	



MIDDLE EIGHT PUD SUBDIVISION
ORDINANCE 2023-15
RESOLUTION 2023-30

Project Information
Existing Zoning: R4
Proposed Zoning: PD 38.19/3,000
Overlay Districts: HPO, CFO, FFO
Site Acreage: 7.2 acres
Proposed Number of Dwelling Units: 275
Proposed Nonresidential Square Footage: 3,000

Legend

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

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It was compiled from the most authentic information available.
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N

0 250 500 1,000
Feet

DEVELOPMENT PLAN
THE MIDDLE EIGHT
PUD SUBDIVISION

209 OLD LIBERTY PIKE
TAX MAP 063M PARCEL 0400, GROUP A

COF PROJECT # 8154
KVD PROJECT #21065
FRANKLIN, WILLIAMSON CO., TN

CLIENT/DEVELOPER
TRULAND
401 CHURCH STREET
FRANKLIN, TN 37064
CONTACT: AMANDA MCKEEHAN
INFO@TRULANDGROUP.COM

LANDSCAPE ARCHITECT / APPLICANT
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KISER + VOGRIN DESIGN
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ARCHITECT
ANTUNOVICH ASSOCIATES
ANTUNOVICH ASSOCIATES.
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CONTACT: JOSEPH ANTUNOVICH
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TRAFFIC ENGINEER
KCI TECHNOLOGIES
KCI TECHNOLOGIES INC/
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BRANDING
streetsense.
STREET SENSE
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WASHINGTON, DC 20001
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(202)415-0818
DOETZEL@STREETSENSE.COM

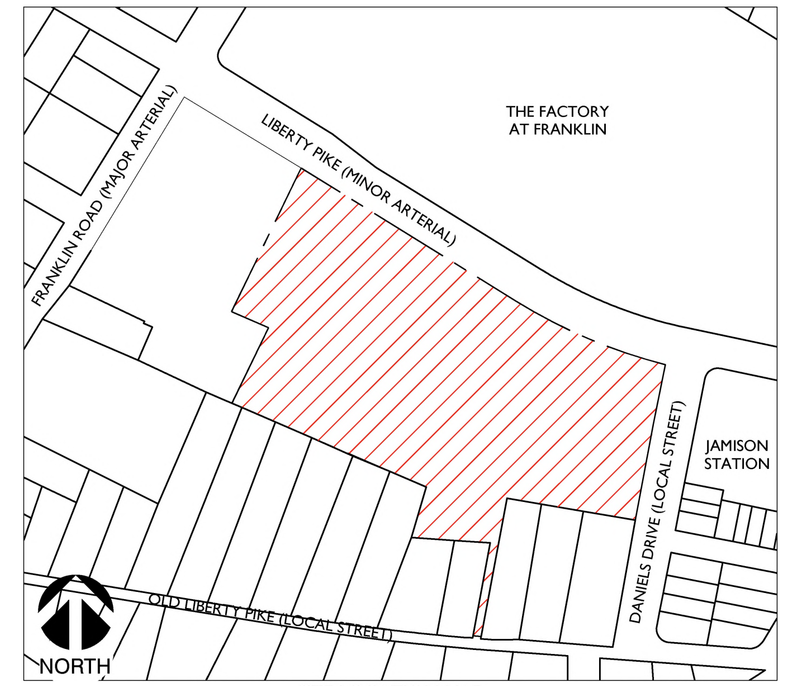
CIVIL ENGINEER
FULMER LUCAS
FULMER LUCAS
2002 RICHARD JONES ROAD SUITE B200
NASHVILLE, TN 37215
CONTACT: YATES BATEMAN
(214) 796-1771

GARY MICHAEL VOGRIN — REGISTERED — TENNESSEE — LANDSCAPE ARCHITECT
05-04-23

JOSEPH M. ANTUNOVICH — REGISTERED ARCHITECT — No. 107624 — STATE OF TENNESSEE
5/4/23

05/04/23

SHEET INDEX	SHEET NUMBER	PRE-APP SUBMITTAL	INITIAL SUBMITTAL	RE-SUBMITTAL	ONE STOP
COVER SHEET	C0.0	03-27-2023	04-10-2023	05-04-2023	
ILLUSTRATIVE MASTER PLAN	C0.1	03-27-2023	04-10-2023	05-04-2023	
EXISTING CONDITIONS PLAN	C1.0	03-27-2023	04-10-2023	05-04-2023	
DEVELOPMENT PLAN	C2.0	03-27-2023	04-10-2023	05-04-2023	
OPEN SPACE PLAN	C2.1	03-27-2023	04-10-2023	05-04-2023	
SITE GRADING & DRAINAGE PLAN	C3.0	03-27-2023	04-10-2023	05-04-2023	
ROW & ACCESS PLAN	C4.0	03-27-2023	04-10-2023	05-04-2023	
REFUSE COLLECTION PLAN	C4.1	03-27-2023	04-10-2023	05-04-2023	
FIRE ACCESS PLAN	C4.2	03-27-2023	04-10-2023	05-04-2023	
TIS & STREET SECTIONS	C4.3			05-04-2023	
SITE UTILITY PLAN	C5.0	03-27-2023	04-10-2023	05-04-2023	
OFFSITE SANITARY SEWER IMPROVEMENTS	C5.1	03-27-2023	04-10-2023	05-04-2023	
TREE PRESERVATION PLAN	L1.0	03-27-2023	04-10-2023	05-04-2023	
LOT DIAGRAMS	A1.0	03-27-2023	04-10-2023	05-04-2023	
SITE PARKING DATA	A1.1	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.2	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.3	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.4		04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.5		04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.6		04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.7		04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.8		04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.9		04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.0	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.1		04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.2	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.3	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.4	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.5	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.6	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.7	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.8	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.9	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.10	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.11	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.12	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.13	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.14	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.15	03-27-2023	04-10-2023	05-04-2023	



SITE LOCATION MAP
1"=200'

ENVISION FRANKLIN PLAN AMENDMENT:
ADDITIONAL HEIGHT MAY BE CONSIDERED WHEN UNDERGROUND PARKING IS PROVIDED. WITH ANY ADDITIONAL HEIGHT, THE STRUCTURE SHOULD BE SIMILAR TO, AND COMPATIBLE WITH ADJACENT MULTIFAMILY; HEIGHT SHOULD TRANSITION DOWN TOWARDS THE TRUETT HOUSE SO THAT EACH SIDE OF THE PARCEL IS CONTEXTUALLY APPROPRIATE WITH ADJACENT STRUCTURES. LIMITED RETAIL IS APPROPRIATE WHEN IT SUPPORTS THE COMMUNITY, NEIGHBORS, OR THE RESIDENTIAL EXPERIENCE.

THE MIDDLE EIGHT PARKING DATA*

Use	Parking Requirement (per COF Zoning Ordinance dated 01/01/2023)	Number of Employees on Largest Shift	Outdoor/Indoor Square Footage (SF)	Number of Units	Total Spaces Required per COF Zoning Ordinance dated 01/01/2023	Parking Requirement (per M.O.S. request)	Total Spaces Required per M.O.S. Request & Shared Parking*	Total Spaces Provided	
Duplex/Townhome/ Single-Family								Unit Garages	On-Street/ Parallel
3 Bed Dup & SF House	3			12	36		36	24	13
3 Bed TH	3			3	9		9	6	3
SF House	2			6	12		12	12	0
Total Dup/TH/SF				21	57		57	58	
Multifamily								Parking Garage	On-Street
Studio MF	1.5			30	45	1.02	31	367	20
1 Bed MF	1.5			96	144	1.02	98		
2 Bed MF	2.5			88	220	1.89	167		
3 Bed MF	3			40	120	2.76	111		
Total Multifamily				254	529		407	387	
Restaurant / Café								Parking Garage	On-Street
	7.5 spaces per 1,000 square feet of gross floor area of the building and any outdoor seating area + 0.75 space per employee on largest shift	4	4000		34		34	33	8
							Shared Parking Reduction -32		
Overall Total				275	620		466	486	

* Refer to the Parking Memo dated May 2023 prepared by KCI Technologies for shared parking supplemental data.

SITE DATA CHART:

PROJECT NAME: THE MIDDLE EIGHT
COF PROJECT NUMBER: 8154
TAX MAP: 063M
GROUP: A
PARCELS: 04.00
ADDRESS: 209 OLD LIBERTY PIKE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 10
PUD SITE ACREAGE: 7.2
PUD SITE SQUARE FOOTAGE: 313,632 SF

REGULATIONS
BASE ZONING: R4 | RESIDENTIAL 4 DISTRICT
PROPOSED ZONING: PD 38.19/3000 | PLANNED DISTRICT OVERLAY
ZONING: CENTRAL FRANKLIN OVERLAY, HISTORIC PRESERVATION OVERLAY, & FLOOD FRINGE OVERLAY
BUILDING TYPES APPLIED: MULTIFAMILY RESIDENTIAL, SINGLE FAMILY RESIDENTIAL, TOWNHOUSE & DUPLEX UNITS
FRONTAGE TYPES APPLIED:
- DUPLEX AND SINGLE FAMILY: YARD FRONTAGE
- TOWNHOUSE AND MULTIFAMILY: URBAN FRONTAGE

SETBACKS
- TOWNHOUSE (BUILDING NO. 3, 4, 5)
  - FRONT: 10'
  - REAR: 13'
  - SIDE: 8' OR 75'
- DUPLEX
  - FRONT: 10'
  - REAR: 10', 12' OR 20' (SEE PLAN)
  - SIDE: 5-10' (SEE PLAN)
- SINGLE FAMILY
  - FRONT:6' OR 10' (SEE PLAN)
  - REAR:10', 12' OR 75' (SEE PLAN)
  - SIDE: SEE PLAN*
- MULTIFAMILY (BUILDINGS NO. 1 & 2):
  - FRONT YARD: 0' OR 10' (SEE PLAN)
  - SIDE YARD: 0'
  - REAR YARD: 0'

*SEE SHEET A1.0 FOR RESIDENTIAL LOT DIAGRAM

SITE DATA CHART CONT.:

DWELLING UNIT COUNT, BY TYPE:
A. MULTIFAMILY
- STUDIO: 30
- 1 BEDROOM: 96
- 2 BEDROOM: 88
- 3 BEDROOM: 40
- SUBTOTAL: 254

B. SINGLE FAMILY, TOWNHOUSE, DUPLEX UNITS
- 4 BEDROOM SINGLE FAMILY HOMES: 6
- 3 BEDROOM DUPLEXES: 12
- 3 BEDROOM TOWNHOUSES: 3
- SUBTOTAL: 21

TOTAL DWELLING UNITS: 275

BUILDING HEIGHTS:
- SINGLE FAMILY, DUPLEXES & TOWNHOUSE: 2-3 STORIES
- MULTIFAMILY: 1-6 STORIES

REQUIRED LANDSCAPE SURFACE AREA: 20% (62,726.40 SF)
PROPOSED LANDSCAPE SURFACE AREA: 30% (94,169.09 SF)
OPEN SPACE SF REQUIRED: 5% (15,681 SF)
NATURAL AREA SF REQUIRED: 10% (31,363 SF)
TOTAL OVERALL OPEN SPACE PROVIDED: 20.3% (63,800 SF)
TOTAL ACREAGE OF HEALTHY TREE CANOPY: 0.97 AC (42,337 SF)
TREE CANOPY TO BE RETAINED: 0.25 AC (11,008 SF)
PROPOSED TREE CANOPY RETENTION: 0.53 AC (23,011 SF)

PARKING REQUIRED PER COF Z.O.: 620
PARKING REQUIRED PER MOS: 498
PARKING REQUIRED PER THE MOS + SHARED PARKING: 466
PARKING PROVIDED: 486
REFER TO DETAILED PARKING DATA CHART ON A1.4 AND PARKING STUDY PROVIDED BY KCI DATED MAY 2023.
BICYCLE PARKING REQUIRED FOR MULTIFAMILY: 0.05 SPACE/BR = 22.35
BICYCLE PARKING PROVIDED: 23

HISTORIC RESOURCE TREATMENT: 75' NATURALISTIC BUFFER BETWEEN ALPHEUS TRUETT HOUSE AND SITE.

MODIFICATION OF STANDARDS REQUEST

THE APPLICANT REQUESTS A MODIFICATION OF STANDARDS REGARDING SECTION 10.1.6 MINIMUM PARKING WITHIN THE FRANKLIN ZONING ORDINANCE. THIS PROPOSED MODIFICATION OF STANDARDS REQUESTS A REDUCTION IN RESIDENTIAL PARKING MINIMUMS FOR THE MULTIFAMILY RESIDENTIAL. THE REDUCTION IS SUPPORTED BY THE PARKING ANALYSIS PROVIDED IN THE ATTACHED PARKING MEMO FROM KCI DATED MAY 2023. REFER TO THE CHART BELOW FOR REQUESTED REDUCTION IN PARKING RATES.

LAND USE		REQUIRED RATES (PER COF ZONING ORDINANCE DATED 01.01.2023	PROPOSED RATES
MULTI-FAMILY	STUDIO	1.5	1.02
	1-BEDROOM	1.5	1.02
	2-BEDROOM	2.5	1.89
	3-BEDROOM	3.0	2.76

LAND USE PLAN AMENDMENT:

LAND USE PLAN AMENDMENT REQUEST WAS APPROVED BY FRANKLIN MUNICIPAL PLANNING COMMISSION ON 03.23.23 BY A 7-0 UNANIMOUS VOTE

PARKLAND DEDICATION REQUIREMENTS:
275 UNITS x $4,304= $1,183,600 TO MEET THE ORDINANCE.

25% OF THE TOTAL AMOUNT OR $295,900 WILL BE DUE AT FINAL PLAT PLUS THE NUMBER OF DWELLINGS FOR THAT PHASE AT A RATE OF $3,228 PER UNIT.

THE 25% OR $295,900 WILL NOT BE REIMBURSABLE AND WILL REMAIN IN QUAD 1 FOR FUTURE PARKS.

THE 75% OR $887,700 IS POSSIBLE FOR REIMBURSEMENT WITH AN AGREEMENT AND EXHIBITS SHOWING IMPROVEMENTS.

THE DEVELOPER SHALL ENTER INTO A CONTRACT WITH THE CITY WHICH CONTAINS TERMS AND CONDITIONS RELATIVE TO THE PARKLAND IMPACT FEES REQUIRED TO BE PAID BY THE DEVELOPER AND/OR ANY OFF-SETS GRANTED FOR PARKLAND DEDICATION AND/OR CONSTRUCTION OF PARK IMPROVEMENTS AS MAY BE REQUESTED BY THE DEVELOPER. SUCH CONTRACT SHALL BE FINALIZED CONCURRENTLY WITH THE APPROVAL OF THE DEVELOPMENT PLAN OR SITE PLAN WHEN A DEVELOPMENT PLAN IS NOT REQUIRED. WHEN NEITHER A DEVELOPMENT PLAN OR SITE PLAN EXIST, THE CONTRACT SHALL BE APPROVED BY BOMA PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND SHALL CONTAIN FINANCIAL ASSURANCE TO THE CITY.

COMPREHENSIVE REVIEW OF SITE PLAN:

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

VESTING DEVELOPMENT STANDARDS

DEVELOPMENT STANDARD	VERSION/DATE
ZONING ORDINANCE	01-01-2023
SUBDIVISION REGULATIONS	01-01-2022
HISTORIC DISTRICT DESIGN GUIDELINES	05-30-2022
TRANSPORTATION & STREET TECHNICAL STANDARDS	07-01-2021
STORMWATER BMP MANUAL	07-01-2021
TECHNICAL SPECIFICATIONS FOR UTILITY INSTALLATION	10-13-2020 OR NEWEST VERSION
MUNICIPAL CODE	VARIES - STANDARDS EFFECTIVE ON 12-12-2022 APPLY

KVD PROJECT# : 21065
COF PROJECT# : 8154
Sheet #:
C0.0
DATE: 05.04.2023

1 MULTIFAMILY
2 SINGLE FAMILY
3 DUPLEX
4 TOWNHOME
5 FIRST FLOOR RESTAURANT / CAFE
6 PARKING GARAGE ENTRANCE
7 52' PROPOSED RIGHT OF WAY
8 75' NATURALISTIC BUFFER
9 HISTORIC PRESERVATION OVERLAY DISTRICT
10 STORMWATER TREATMENT

NOTE: THIS PAGE PROVIDES A CONCEPTUAL ILLUSTRATIVE PLAN OF HOW THE SITE MAY BE DEVELOPED IN ACCORDANCE WITH THE PROJECT DEVELOPMENT PLAN. SPECIFIC PLANS WILL BE PROVIDED DURING THE SITE PLAN PHASE.

NORTH

0 30 60 90 feet
SCALE: 1"=30'

KV+D
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5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

GARY MICHAEL VOGRIN
REGISTERED
LANDSCAPE ARCHITECT
TENNESSEE NO. 623
05-04-23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY: GV
DRAWN BY: GV2
CHECKED BY: KR
DATE: 04/10/23

KVD PROJECT NO.
21065

DRAWING TITLE:
ILLUSTRATIVE MASTER PLAN

SHEET NUMBER
C0.1

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GRADING & DRAINAGE DATA CHART:

1. SITE AREA: 7.19 AC
2. EXISTING IMPERVIOUS AREA: 0.14 AC
3. EXISTING RV VALUE: 0.108
4. PEAK FLOW RUNOFF
   - 4.1. 2 YEAR: 13.15 CFS
   - 4.2. 5 YEAR: 22.05 CFS
   - 4.3. 10 YEAR: 28.30 CFS
   - 4.4. 25 YEAR: 36.49 CFS
   - 4.5. 50 YEAR: 42.67 CFS
   - 4.6. 100 YEAR: 48.82 CFS

LEGEND

- IRON ROD (OLD)
- BENCHMARK
- CATCH BASIN
- FIRE HYDRANT
- SEWER MANHOLE
- EXISTING TREE
- WATER VALVE
- WATER METER
- IRON ROD (NEW)
- UTILITY POLE

SLOPE ANALYSIS LEGEND

- 20% OR GREATER SLOPES
- 14% TO 19% SLOPES

SITE DATA CHART:

PROJECT NAME: THE MIDDLE EIGHT
COF PROJECT NUMBER: 8154
TAX MAP: 063M
GROUP: A
PARCELS: 04.00
ADDRESS: 209 OLD LIBERTY PIKE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 10
PUD SITE ACREAGE: 7.2
PUD SITE SQUARE FOOTAGE: 313,632 SF

REGULATIONS
BASE ZONING: R4 | RESIDENTIAL 4 DISTRICT
PROPOSED ZONING: PD (38.19 / 3000) | PLANNED DISTRICT
OVERLAY ZONING: CENTRAL FRANKLIN OVERLAY, HISTORIC PRESERVATION OVERLAY, & FLOOD FRINGE OVERLAY
BUILDING TYPES APPLIED: MULTIFAMILY RESIDENTIAL, SINGLE FAMILY RESIDENTIAL, TOWNHOME & DUPLEX UNITS
FRONTAGE TYPES APPLIED:
DUPLEX AND SINGLE FAMILY: YARD FRONTAGE
TOWNHOUSE AND MULTIFAMILY: URBAN FRONTAGE

STORMWATER NARRATIVE

ALL STORMWATER CURRENTLY FLOWS TO THE EXISTING OUTFALL AT THE SOUTHEASTERN CORNER OF THE PROPOSED DEVELOPMENT (OUTFALL #1), WHICH DISCHARGES TO LIBERTY CREEK AND EVENTUALLY TO THE HARPETH RIVER, APPROXIMATELY 850 LF DOWNSTREAM.

STORMWATER QUALITY FOR THE PROPOSED PROJECT WILL BE PROVIDED BY UTILIZING LOW IMPACT DEVELOPMENT (LID) METHODS DESCRIBED IN THE CITY OF FRANKLIN BMP MANUAL, INCLUDING BIORETENTION, AND PERVIOUS PAVEMENT. THESE GREEN INFRASTRUCTURE PRACTICES WILL SATISFY THE CITY REQUIREMENTS CONCERNING STORMWATER QUALITY REQUIREMENTS AS LAID OUT IN THE BMP MANUAL.

STORMWATER QUANTITY FOR THE PROPOSED PROJECT MAY BE PARTIALLY PROVIDED BY UTILIZING BIORETENTION AND PERVIOUS PAVEMENT. THESE GREEN INFRASTRUCTURE PRACTICES WILL DECREASE THE RUNOFF LEAVING THE SITE TO MEET THE CITY REQUIREMENTS CONCERNING PEAK RUNOFF CONTROL.

0 25 50 100 150
SCALE: 1" = 50'

SURVEY INFO
PROVIDED BY: S&ME & CHASTAIN SKILLMAN
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS
KVD KISER VOGRIN DESIGN
5005 MERIDIAN BLVD, SUITE 100
FRANKLIN, TN 37067
MAIN: 615.708.0567
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DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/2023	JYB

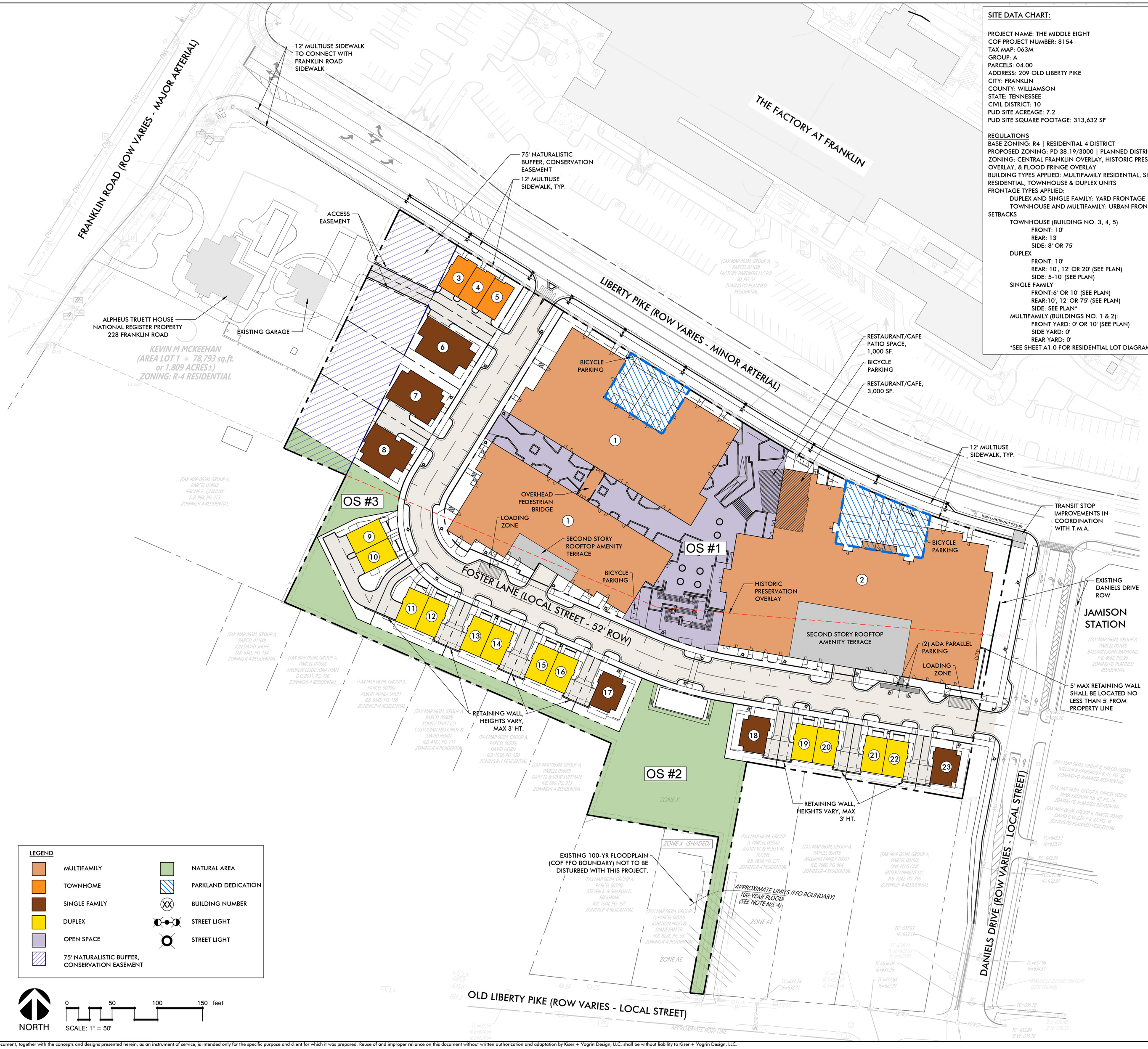
DESIGNED BY: YB
DRAWN BY: JM
CHECKED BY: BD
DATE: 04/10/23

FILE PROJECT NO.
1060-15

DRAWING TITLE:
EXISTING CONDITIONS PLAN

SHEET NUMBER
C1.0

Thursday, May 4, 2023
T:\1060_Data Mgmt\03 - 2DB Franklin Rd\Civil\Sheets\1060-15_Existing Conditions Plan.dwg



SITE DATA CHART:

PROJECT NAME: THE MIDDLE EIGHT
COF PROJECT NUMBER: 8154
TAX MAP: 063M
GROUP: A
PARCELS: 04.00
ADDRESS: 209 OLD LIBERTY PIKE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 10
PUD SITE ACREAGE: 7.2
PUD SITE SQUARE FOOTAGE: 313,632 SF

REGULATIONS
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PROPOSED ZONING: PD 38.19/3000 | PLANNED DISTRICT OVERLAY
ZONING: CENTRAL FRANKLIN OVERLAY, HISTORIC PRESERVATION OVERLAY, & FLOOD FRINGE OVERLAY
BUILDING TYPES APPLIED: MULTIFAMILY RESIDENTIAL, SINGLE FAMILY RESIDENTIAL, TOWNHOUSE & DUPLEX UNITS
FRONTAGE TYPES APPLIED:
DUPLEX AND SINGLE FAMILY: YARD FRONTAGE
TOWNHOUSE AND MULTIFAMILY: URBAN FRONTAGE
SETBACKS
TOWNHOUSE (BUILDING NO. 3, 4, 5)
FRONT: 10'
REAR: 13'
SIDE: 8' OR 75'
DUPLEX
FRONT: 10'
REAR: 10', 12' OR 20' (SEE PLAN)
SIDE: 5-10' (SEE PLAN)
SINGLE FAMILY
FRONT:6' OR 10' (SEE PLAN)
REAR:10', 12' OR 75' (SEE PLAN)
SIDE: SEE PLAN*
MULTIFAMILY (BUILDINGS NO. 1 & 2):
FRONT YARD: 0' OR 10' (SEE PLAN)
SIDE YARD: 0'
REAR YARD: 0'
*SEE SHEET A1.0 FOR RESIDENTIAL LOT DIAGRAM

SITE DATA CHART CONT.:

DWELLING UNIT COUNT, BY TYPE:

A. MULTIFAMILY		
STUDIO:	30	
1 BEDROOM:	96	
2 BEDROOM:	88	
3 BEDROOM:	40	
SUBTOTAL:	254	
B. SINGLE FAMILY, TOWNHOUSE, DUPLEX UNITS		
4 BEDROOM SINGLE FAMILY HOMES:		6
3 BEDROOM DUPLEXES:		12
3 BEDROOM TOWNHOUSES:		3
SUBTOTAL:		21

TOTAL DWELLING UNITS: 275

BUILDING HEIGHTS:
- SINGLE FAMILY, DUPLEXES & TOWNHOUSE: 2-3 STORIES
- MULTIFAMILY: 1-6 STORIES

REQUIRED LANDSCAPE SURFACE AREA: 20% (62,726.40 SF)
PROPOSED LANDSCAPE SURFACE AREA: 30% (94,169.09 SF)
OPEN SPACE SF REQUIRED: 5% (15,681 SF)
NATURAL AREA SF REQUIRED: 10% (31,363 SF)
TOTAL OVERALL OPEN SPACE PROVIDED: 20.3% (63,800 SF)
TOTAL ACREAGE OF HEALTHY TREE CANOPY: 0.97 AC (42,337 SF)
TREE CANOPY TO BE RETAINED: 0.25 AC (11,008 SF)
PROPOSED TREE CANOPY RETENTION: 0.53 AC (23,011 SF)

PARKING REQUIRED PER COF Z.O.: 620
PARKING REQUIRED PER MOS: 498
PARKING REQUIRED PER THE MOS + SHARED PARKING: 466
PARKING PROVIDED: 486
REFER TO DETAILED PARKING DATA CHART ON A1.4 AND PARKING STUDY PROVIDED BY KCI DATED MAY 2023.
BICYCLE PARKING REQUIRED FOR MULTIFAMILY: 0.05 SPACE/BR = 22.35
BICYCLE PARKING PROVIDED: 23

HISTORIC RESOURCE TREATMENT: 75' NATURALISTIC BUFFER BETWEEN ALPHEUS TRUETT HOUSE AND SITE.

THE MIDDLE EIGHT - OPEN SPACE REQUIREMENT CHART

SITE ACREAGE: 7.2 AC (313,632 SF)
MINIMUM 5% OPEN SPACE ACREAGE REQUIRED: 0.36 AC(15,681.60 SF)
ADDITIONAL 10% FOR NATURAL AREA: 0.72 AC (31,363.20 SF)

OPEN SPACE PROVIDED

KEY	AREA OF OPEN SPACE SF	HARDSCAPE AREA SF	HARDSCAPE AREA%	STORMWATER FEATURE INCLUDED? Y/N
OS #1 (PLAZA)	28,000	22,400	80%	N
OS #2 (NATURAL AREA)	30,800	N/A	N/A	Y
OS #3 (NATURAL AREA)	5,000	N/A	N/A	N
TOTAL PROVIDED	63,800.00	22,400.00		

OPEN SPACE PROVIDED:0.64 AC (28,000 SF)
NATURAL OPEN SPACE PROVIDED: 0.82 AC (35,800 SF)
TOTAL OVERALL OPEN SPACE PROVIDED: 1.46 AC (63,800 SF)

NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE DATED 01-01-2023.

REFER TO C2.1 FOR OPEN SPACE PLAN.

THE MIDDLE EIGHT - BUILDING DATA CHART

BUILDING NO.	BUILDING TYPE	RESIDENTIAL (DU)	BUILDING STORIES	ASSOCIATED GARAGE PARKING	ON STREET/PARALLEL PARKING
1-2	MULTIFAMILY	254	1-6	400	28
3-5	TOWNHOME	3	2-3	6*	3
6-8 , 17-18 , 23	SINGLE FAMILY	6	2-3	12*	0
9-16 , 19-22	DUPLEX	12	2-3	24*	13
TOTAL	-	275	-	486 PARKING SPACES	
DENSITY	-	38.20 DU/A	-	-	

*FOR THESE USES, THE GARAGE PARKING IS LOCATED WITHIN THEIR INDIVIDUAL LOTS.

IMPACT STATEMENT

GRADING/SW PLAN
THE PROPOSED DEVELOPMENT WILL CONSIST OF 275 TOTAL RESIDENCES. THESE PROPOSED RESIDENCES WILL REQUIRE POLICE, FIRE AND SOLID WASTE SERVICES. IT IS ALSO ANTICIPATED THAT RESIDENTS WILL UTILIZE PUBLIC RECREATIONAL FACILITIES. IMPACT TO SURROUNDING DRAINAGE FACILITIES IS ANTICIPATED TO BE MINIMAL AS THE PROPOSED DEVELOPMENT WILL SATISFY THE CITY REQUIREMENTS FOR STORMWATER QUALITY AND QUANTITY.

ROW/ACCESS PLAN
A TRAFFIC IMPACT STUDY WILL BE PRODUCED BY KCI BASED ON TRAFFIC COUNTS COLLECTED ON A TYPICAL WEEKDAY WHEN SCHOOLS WERE IN SESSION.

UTILITY PLAN
THE DEMAND OF THE PROPOSED DEVELOPMENT CAN BE ADEQUATELY ACCOMMODATED BY THE EXISTING INFRASTRUCTURE, AND THE PROJECT IS NOT ANTICIPATED TO HAVE A NEGATIVE EFFECT ON THE UTILITIES OR OTHER USERS THEREOF. THE PROJECT WILL USE CITY OF FRANKLIN DOMESTIC, FIRE AND IRRIGATION WATER SERVICE, AS WELL AS SANITARY SEWER SERVICE PROVIDED BY CITY OF FRANKLIN.

GENERAL NOTES:
1. THE WEST BUILDING OF THE MIDDLE EIGHT IS ONE RESIDENTIAL BUILDING ACCORDING TO THE 2018 INTERNATIONAL BUILDING CODE, ADOPTED BY THE CITY OF FRANKLIN. THE RELEVANT SECTIONS FOR THIS DETERMINATION ARE SECTION 202, SECTION 310.4, SECTION 503.1.2, AND SECTION 506.2.3.
2. DUE TO TOPOGRAPHY ISSUES ALONG DANIEL'S DRIVE, DWELLING UNITS ARE UP TO 10' LOWER THAN DANIEL'S DRIVE DUE TO EXISTING ROAD GRADE. PER THE ZONING ORDINANCE SECTION 6.7, THIS IS CONSIDERED AN EXISTING CONSTRAINT TO ALLOW FOR ACCESS FROM UNITS TO A PUBLIC STREET.
3. NOTE THAT ALL REQUIRED PARKING FOR TOWNHOMES, DUPLEXES, AND SINGLE FAMILY LOTS WILL BE MET, INCLUDING PARALLEL PARKING FRONTING THE OUTER LOOP OF FOSTER LANE. PARALLEL PARKING ALONG THE INNER LOOP OF FOSTER LANE SHALL SUPPLEMENT PARKING REQUIREMENTS FOR THE MULTIFAMILY AND RESTAURANT/CAFE USES.

ENVISION FRANKLIN DESCRIPTION: THIS DEVELOPMENT PROVIDES A MIX OF RESIDENTIAL BUILDINGS CONSISTENT WITH ENVISION FRANKLIN.

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KVD KISER VOGRIN DESIGN

GARY MICHAEL VOGRIN REGISTERED LANDSCAPE ARCHITECT STATE OF TENNESSEE No. 329
05-04-23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY: GV
DRAWN BY: GV2
CHECKED BY: KR
DATE: 04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
DEVELOPMENT PLAN

SHEET NUMBER
C2.0

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Liberty Pike Elevation Looking South

Partial Street Plan

All building elevations and exterior materials are preliminary and subject to change.

NOTE: THIS PAGE PROVIDES A CONCEPTUAL SECTION AND ILLUSTRATIVE PLAN OF HOW THE SITE MAY BE DEVELOPED IN ACCORDANCE WITH THE PROJECT DEVELOPMENT PLAN. SPECIFIC PLANS WILL BE PROVIDED DURING THE SITE PLAN PHASE.

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JOSEPH M. ANTUNOVICH
REGISTERED ARCHITECT
No. 107034
STATE OF TENNESSEE
5/4/23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
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DESIGNED BY:	GV
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KVD PROJECT NO. 21065

DRAWING TITLE:
ARCHITECTURAL ELEVATIONS

SHEET NUMBER
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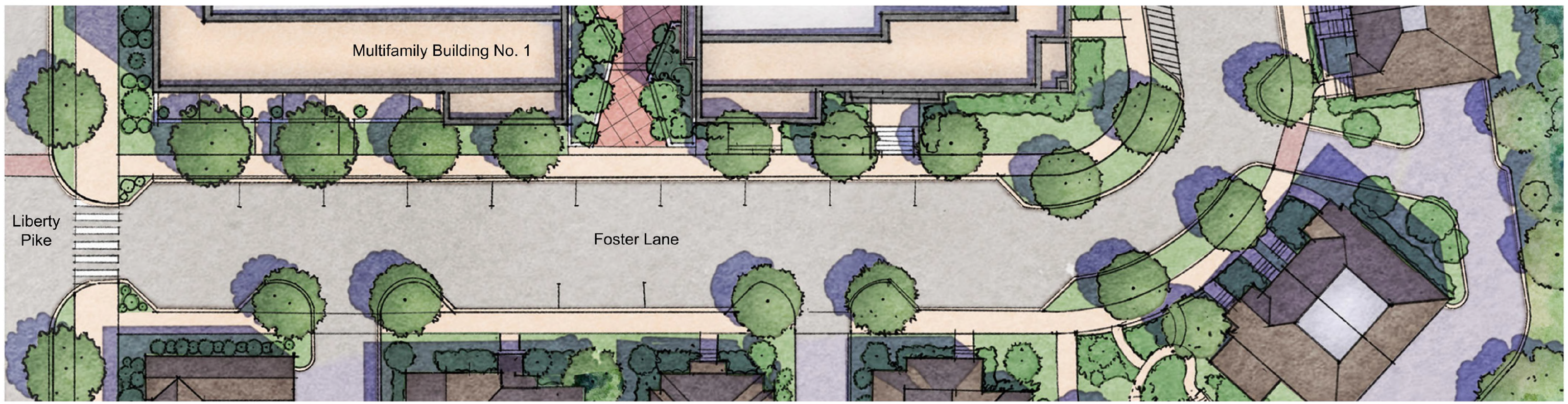
Site Section Looking East at Foster Lane



Partial Foster Lane Plan

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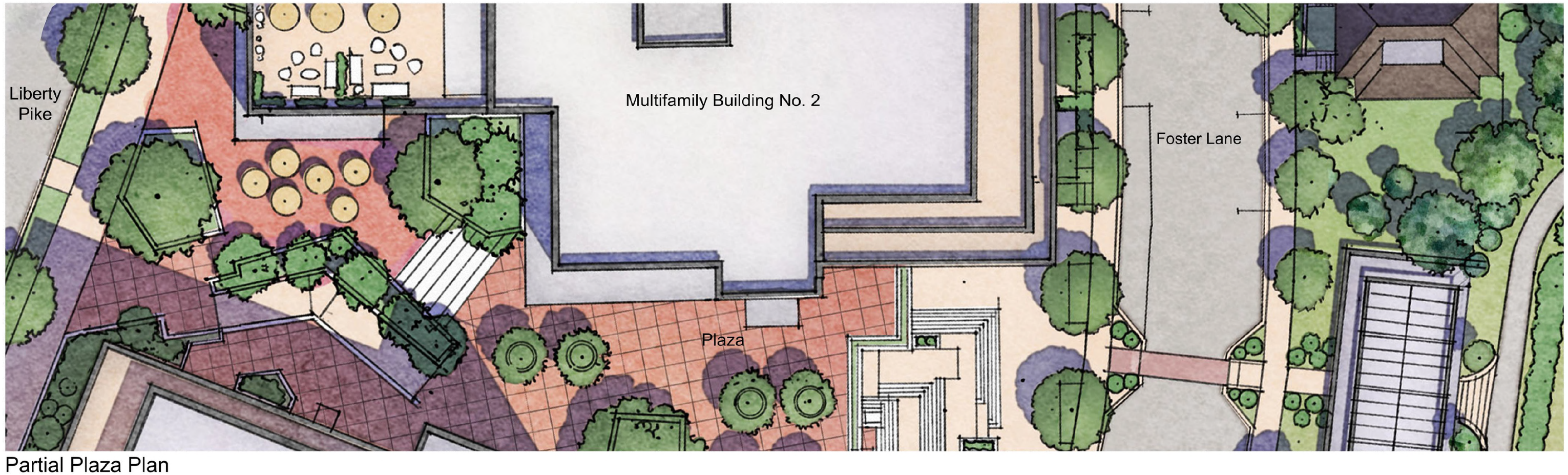
Site Section Looking East at Plaza



Partial Plaza Plan

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JOSEPH M. ANTUNOVICH REGISTERED ARCHITECT No. 107038 STATE OF TENNESSEE
5/4/23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY: GV
DRAWN BY: GV2
CHECKED BY: KR
DATE: 04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE: ARCHITECTURAL ELEVATIONS

SHEET NUMBER A1.4

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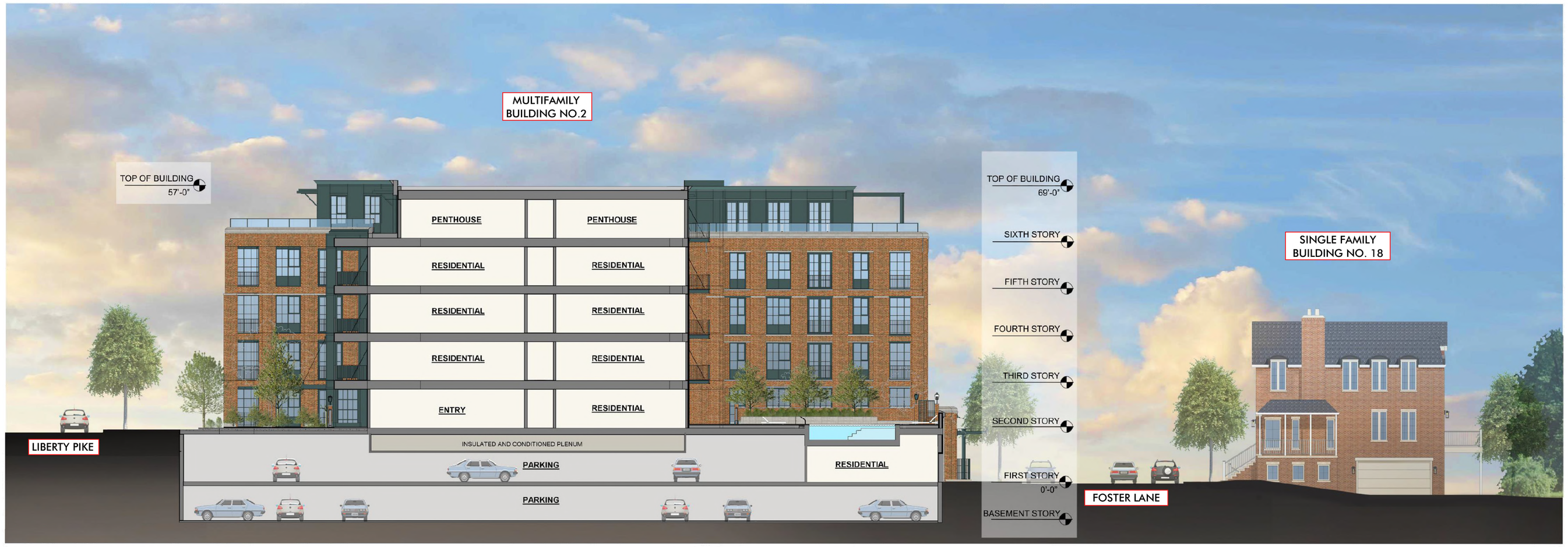
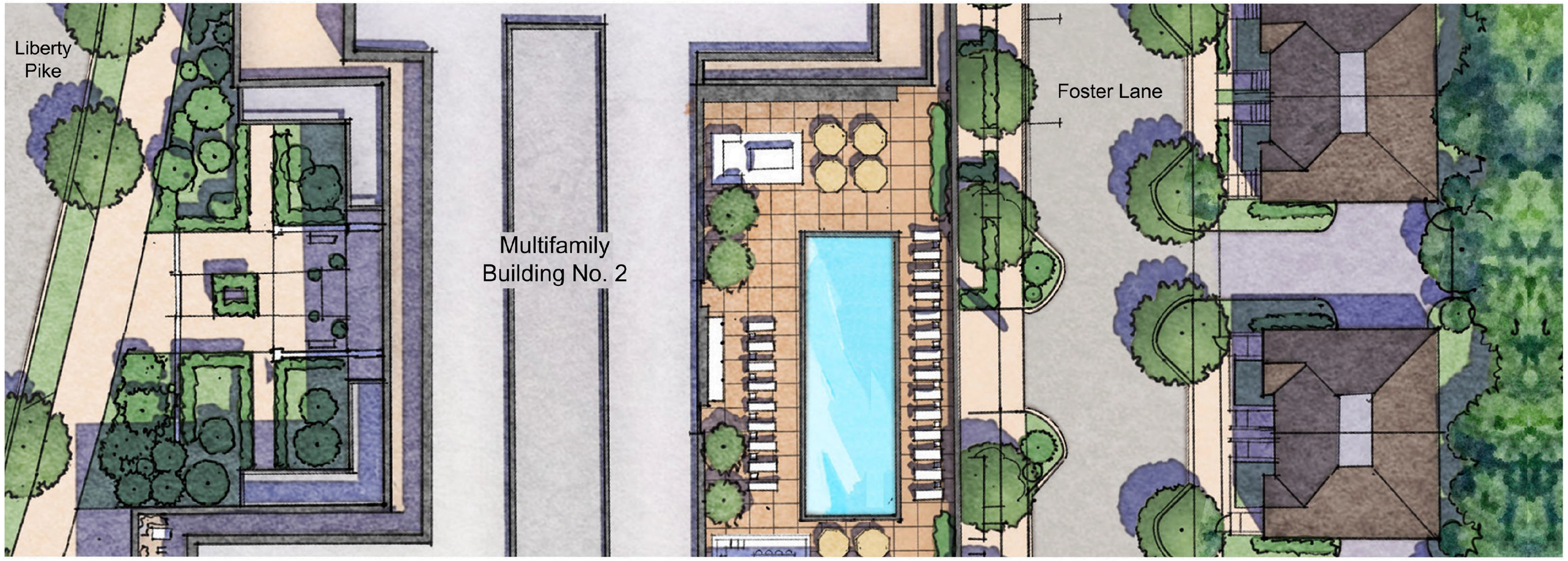


Site Section through Multifamily Building No. 2



Partial Plan of Multifamily Building No. 2

All building elevations and exterior materials are preliminary and subject to change.

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5/4/23

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209 OLD LIBERTY PIKE
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FRANKLIN, WILLIAMSON COUNTY, TN

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KVD PROJECT NO. 21065

DRAWING TITLE:
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North-South Site Section looking East

Partial Site Plan

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ARCHITECTURAL ELEVATIONS

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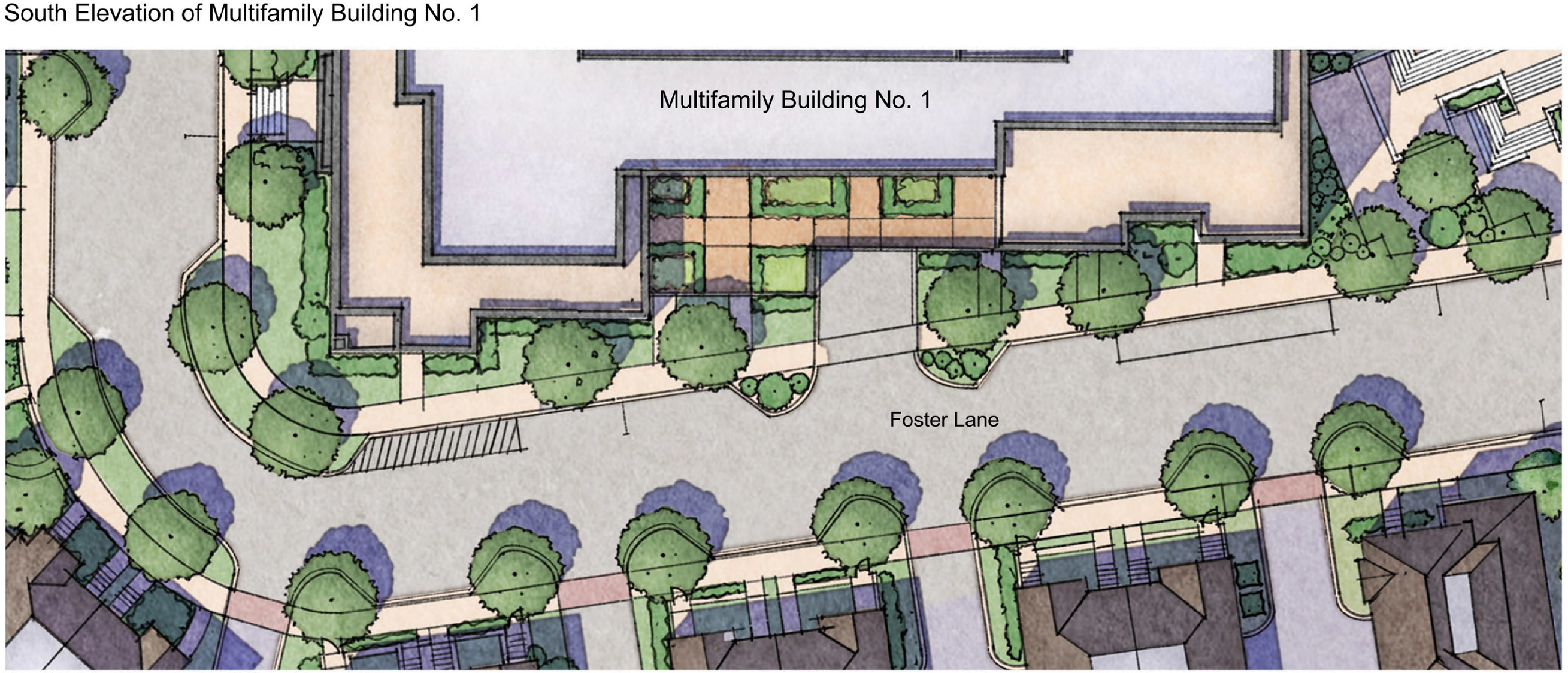
South Elevation of Multifamily Building No. 1



Partial Multifamily Building No. 1 Plan

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1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO.
21065

DRAWING TITLE:
ARCHITECTURAL ELEVATIONS

SHEET NUMBER
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South Elevation of Multifamily Building No. 2

Partial Multifamily Building No. 2 Plan

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DESIGNED BY:	GV
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KVD PROJECT NO. 21065

DRAWING TITLE:
ARCHITECTURAL ELEVATIONS

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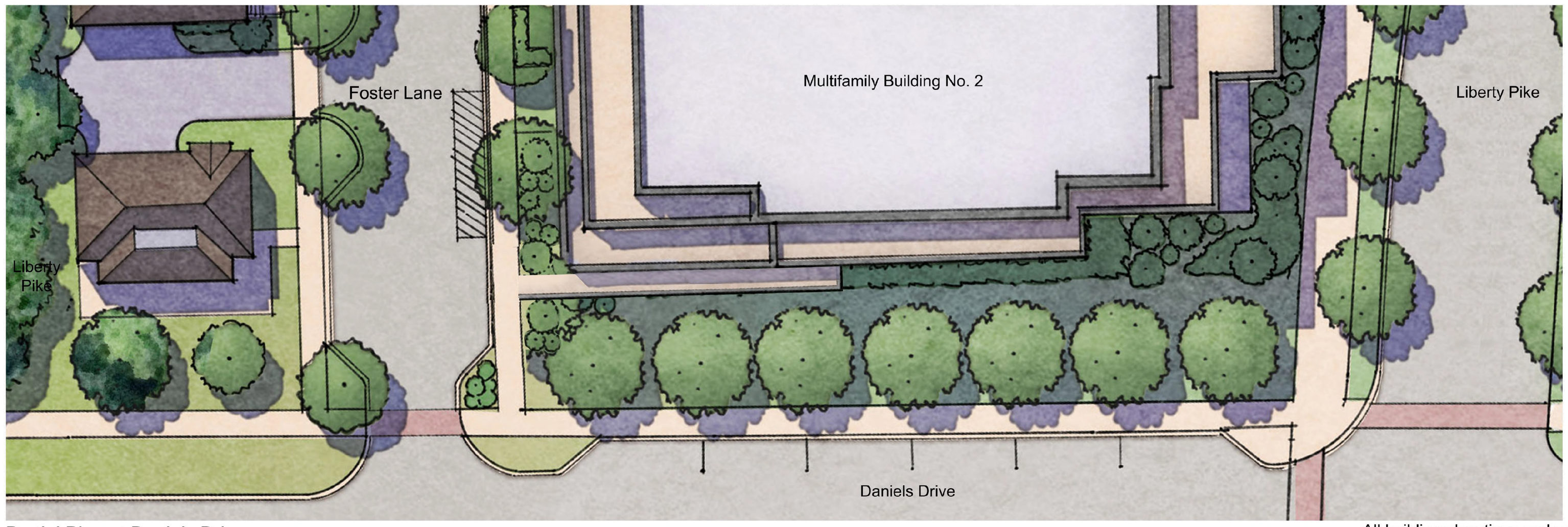
Elevation at Daniels Drive



Partial Plan at Daniels Drive

All building elevations and exterior materials are preliminary and subject to change.

DUE TO TOPOGRAPHY ISSUES ALONG DANIELS DRIVE, DWELLING UNITS ARE UP TO 10' LOWER THAN DANIELS DRIVE DUE TO EXISTING ROAD GRADE. PER THE ZONING ORDINANCE SECTION 6.7, THIS IS CONSIDERED EXISTING CONSTRAINT TO ALLOW FOR ACCESS FROM UNITS TO A PUBLIC STREET.

NOTE: THIS PAGE PROVIDES A CONCEPTUAL SECTION AND ILLUSTRATIVE PLAN OF HOW THE SITE MAY BE DEVELOPED IN ACCORDANCE WITH THE PROJECT DEVELOPMENT PLAN. SPECIFIC PLANS WILL BE PROVIDED DURING THE SITE PLAN PHASE.

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ARCHITECTURE · PLANNING · INTERIOR DESIGN
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Chicago, IL 60654
Main: (313.266.1126
www.antunovich.com

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JOSEPH M. ANTUNOVICH
REGISTERED ARCHITECT
No. 107034
STATE OF TENNESSEE
5/4/23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
ARCHITECTURAL ELEVATIONS

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BIRDS EYE VIEW

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FRANKLIN, WILLIAMSON COUNTY, TN

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21065

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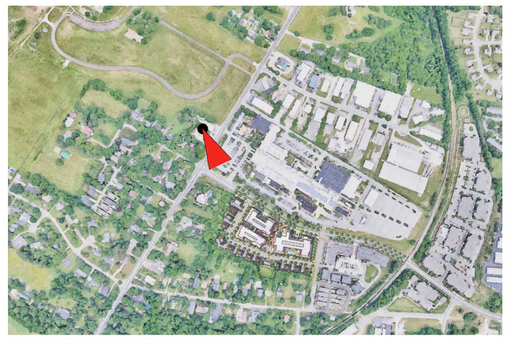
ENLARGED BIRDS EYE VIEW



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209 OLD LIBERTY PIKE
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FRANKLIN, WILLIAMSON COUNTY, TN

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DESIGNED BY: GV
DRAWN BY: GV2
CHECKED BY: KR
DATE: 04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

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TOWNHOMES ON LIBERTY PIKE

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KVD PROJECT NO. 21065

DRAWING TITLE:
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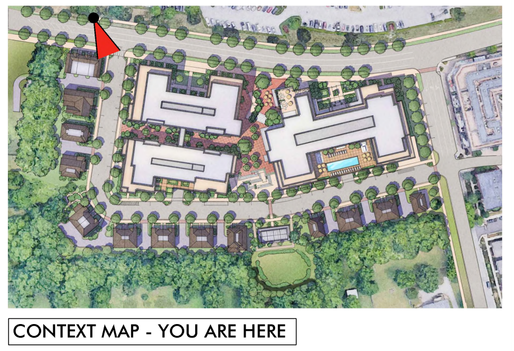
FOSTER LANE VIEW



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209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

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DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO.
21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

SHEET NUMBER
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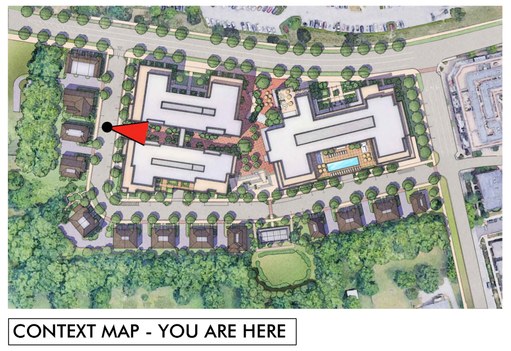
BUILDING NO. 1 RESIDENTIAL PLAZA



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DEVELOPMENT PLAN
THE MIDDLE EIGHT

209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
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DESIGNED BY:	GV
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DATE:	04/10/23

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THE PLAZA BETWEEN BUILDINGS NO. 1 AND 2

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DEVELOPMENT PLAN
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FRANKLIN, WILLIAMSON COUNTY, TN

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DESIGNED BY:	GV
DRAWN BY:	GV2
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KVD PROJECT NO. 21065

DRAWING TITLE:

ARCHITECTURAL RENDERINGS

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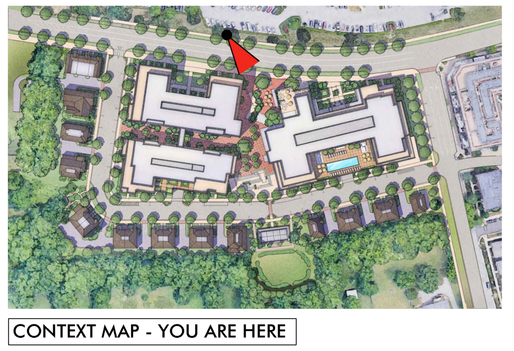
THE PLAZA BETWEEN BUILDING NO. 1 AND 2 ACROSS LIBERTY PIKE



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NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
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CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO. 21065

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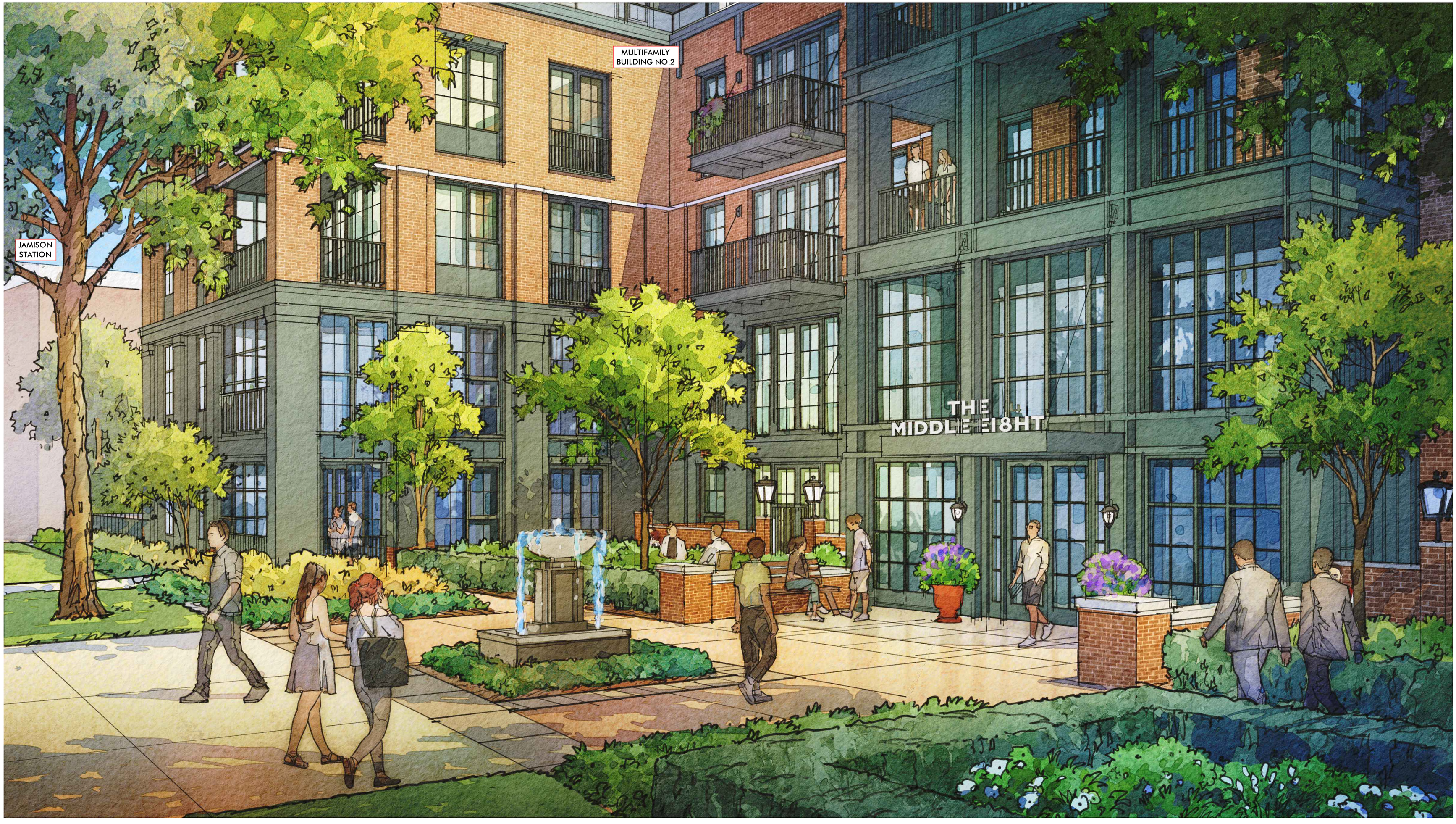
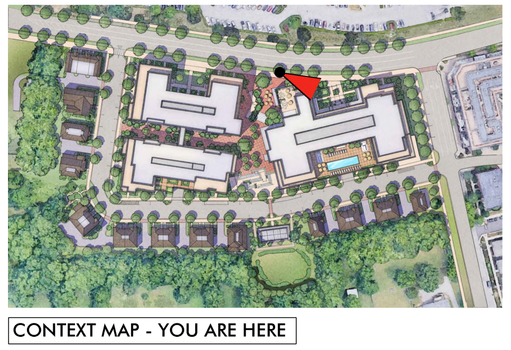


THE COURTYARD OF BUILDING NO. 2



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DEVELOPMENT PLAN
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209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
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DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO.
21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

SHEET NUMBER
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THE COURTYARD OF BUILDING NO. 2 FROM ACROSS LIBERTY PIKE

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FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
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DESIGNED BY:	GV
DRAWN BY:	GV2
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DATE:	04/10/23

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ARCHITECTURAL RENDERINGS

SHEET NUMBER
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THE PLAZA BETWEEN BUILDINGS NO. 1 AND 2

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THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
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DESIGNED BY:	GV
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DATE:	04/10/23

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DRAWING TITLE:
ARCHITECTURAL RENDERINGS

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FOSTER LANE VIEWING WEST

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All building elevations and exterior materials are preliminary and subject to change.

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THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

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DESIGNED BY:	GV
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SIGHTLINE VIEW BEFORE / AFTER AT LIBERTY PIKE FROM FRANKLIN ROAD

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THE MIDDLE EIGHT
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FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
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DESIGNED BY:	GV
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SIGHTLINE VIEW BEFORE / AFTER AT LIBERTY PIKE FROM RAILROAD

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FRANKLIN, WILLIAMSON COUNTY, TN

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POCKET PARK BETWEEN BUILDINGS NO. 8 AND 9

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DESIGNED BY:	GV
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THE GREENHOUSE PARK

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PARKING GARAGE INTERIOR LOBBY

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DEVELOPMENT PLAN
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209 OLD LIBERTY PIKE
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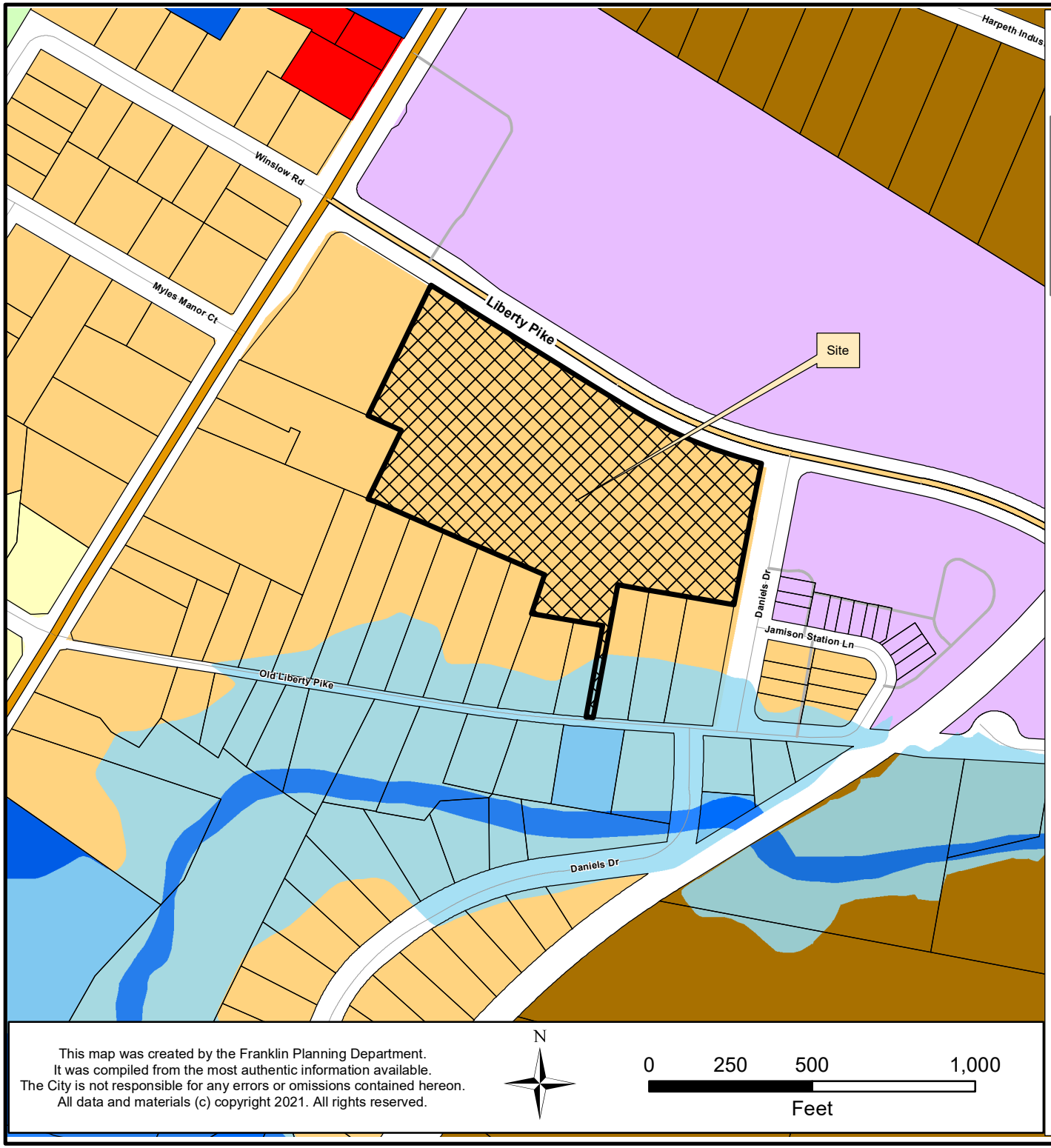

MIDDLE EIGHT PUD SUBDIVISION
ORDINANCE 2023-15
RESOLUTION 2023-30

Project Information
Existing Zoning: R4
Proposed Zoning: PD 38.19/3,000
Overlay Districts: HPO, CFO, FFO
Site Acreage: 7.2 acres
Proposed Number of Dwelling Units: 275
Proposed Nonresidential Square Footage: 3,000

Legend

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

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

0 250 500 1,000
Feet

COF no: 8154

CONDITIONS OF APPROVAL:

Open Issues: 22 These issues are currently being filtered

Addressing

General Issues

90. Addressing

lori.jarosz@franklintn.gov Addressing will be done at initial submittal of the site plan.

Engineering - Checklist

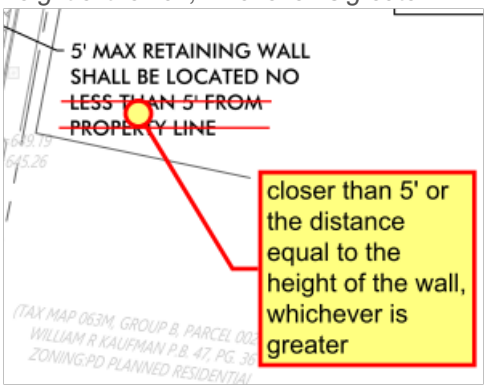
General Issues

26. Retaining Walls and Guardrails

joe.marlo@franklintn.gov ROW Abandonment removed, however the wall note now shown appears errant.

Applicant shall revise all locations (C2.0, C2.1, etc.) of the note below such that it reads:

5' max retaining wall shall be located no closer than 5' or the distance equal to the height of the wall, whichever is greater.



40. Development Plan

dustin.walcott@franklintn.gov *The following shall remain open as a Condition of Approval.*

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

Uncontrolled Pedestrian Crossings:
Approval of this Development Plan does not constitute approval of uncontrolled pedestrian crossings shown herein. Permissible uncontrolled pedestrian crossing locations shall be determined by City of Franklin Engineering Staff on a case-by-case basis at Site Plan.

Engineering - Development Plan Checklist

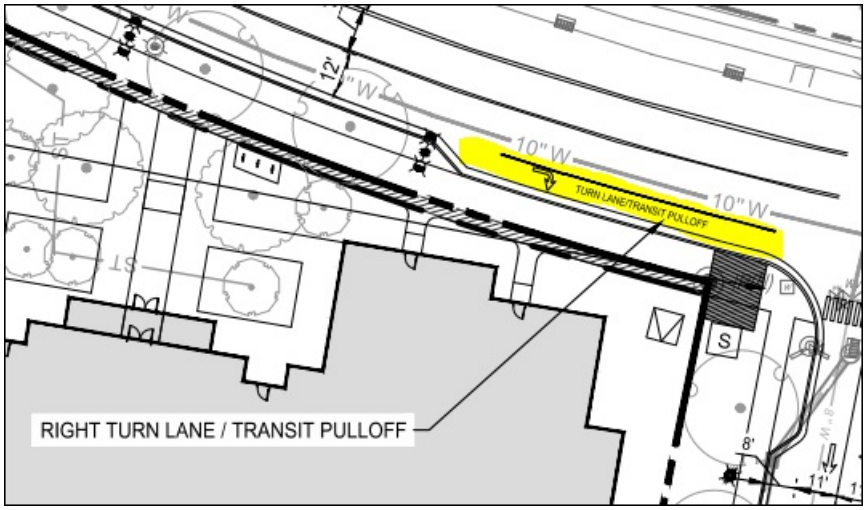
General Issues

39. Liberty Pike

joe.marlo@franklintn.gov *Comment partially addressed.*

Applicant shall provide the following regarding proposed improvements to Liberty Pike:

1. Dimension lane widths on plan (exclusive of gutter)
    1. Dimension the EB right turn lane at the intersection with Daniels Drive. Minimum lane width shall be 12 feet, exclusive of gutter. Revise drawings, including ROW Dedication, such that the full 12-foot width lane width is provided without reducing the width of the 12-foot multi-use sidewalk.



41. Offsite Improvements

jimmy.wiseman@franklintn.gov	The applicant has agreed and shall incorporate the pending Liberty Pike streetscape design into their site plan and post sureties up to $1.5 million for the cost of the improvements. No site plan will be approved until the Liberty Pike Streetscape design has been finalized and approved.

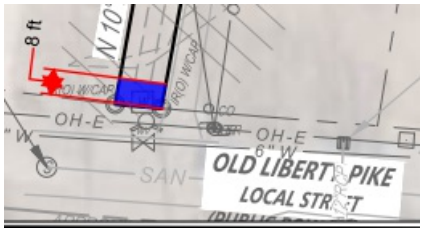
43. Sidewalk

joe.marlo@franklintn.gov

The sidewalk at Old Liberty Pike has been removed, however ROW Dedication is required along Old Liberty Pike (a local street) for future street improvements, including future sidewalk. 52'/2 (1/2 Required ROW) - 36'/2 (1/2 Present ROW) = 8 feet.

The following shall remain open as a Condition of Approval.

At Site Plan, Applicant shall show 8 feet of ROW Dedication along Old Liberty Pike.



45. Public Street Improvements

joe.marlo@franklintn.gov

Comment to remain open as a Condition of Approval.

Prior to the first issuance of a Certificate of Occupancy, the improvements shown for public streets shall be constructed by the developer and accepted by the City of Franklin.

47. Flood Routing

joe.marlo@franklintn.gov

Comment to remain open as a Condition of Approval.

At Site Plan, flood routing of stormwater features shall be directed back into the development (surface flowing into Foster Lane), and not directly towards downstream properties.

48. Downstream Stormwater Improvements

joe.marlo@franklintn.gov

The following shall remain open as a Condition of Approval.

At Site Plan, the Applicant shall provide analysis for offsite downstream structures receiving flow from site outfalls to the outfall at Liberty Creek. Should the analysis indicate that existing storm infrastructure capacity has insufficient capacity, the Applicant shall improve downstream stormwater infrastructure such that the required capacity is provided.

70. Daniels Drive

jimmy.wiseman@franklintn.gov *Comment to remain open as a Condition of Approval.*

At Site Plan, Applicant shall incorporate the following:

1. Existing inlet structure at existing radius return at the intersection of Daniels Drive and Liberty Pike shall be relocated to new gutter location.

2. A portion of the new storm infrastructure in Daniels Drive still appears to conflict with the revised location for the existing water line. Applicant shall provide required separation between water and storm.

7. Extend the center turn lane south through the intersection with Street A. 100' of northbound left storage is required at the Liberty Pike intersection per the TIA. Provide an appropriate bay taper where the 2-lane section transitions to a 3-lane section.

74. Flood Elevations

joe.marlo@franklintn.gov *Applicant has provided 100-year and 500-year flood elevations on C3.0, as well as the lowest level garage elevation of 640.1 (thank you).*

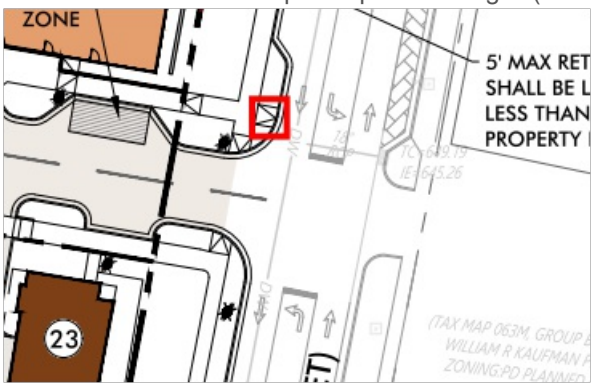
The following shall remain open as a Condition of Approval.

Prior to any issuance of a Building Permit for structures with underground garages, Applicant shall design structure such that the top of the lowest garage level or slab is no lower than elevation 640.10 MSL.

88. Pedestrian Crossing Location

joe.marlo@franklintn.gov *The following is a newcomment due to newinformation shown (pedestrian crossing added to development plans).*

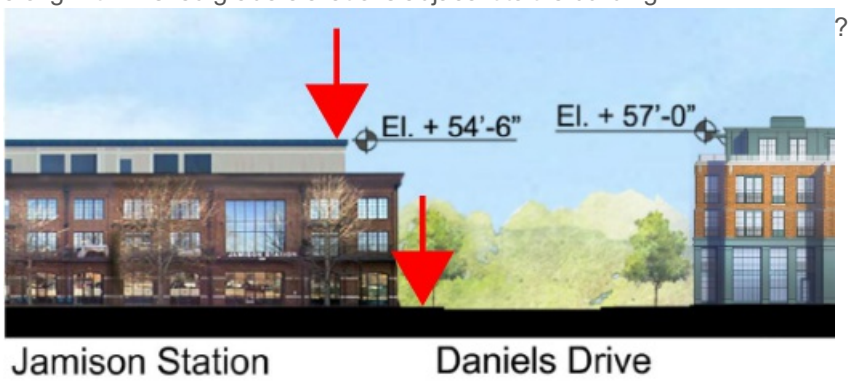
Applicant shall remove the curb ramp indicated below into Daniels Drive that has been added to the development plan drawings. (C2.0, C2.1, A1.0, A1.1, etc.)

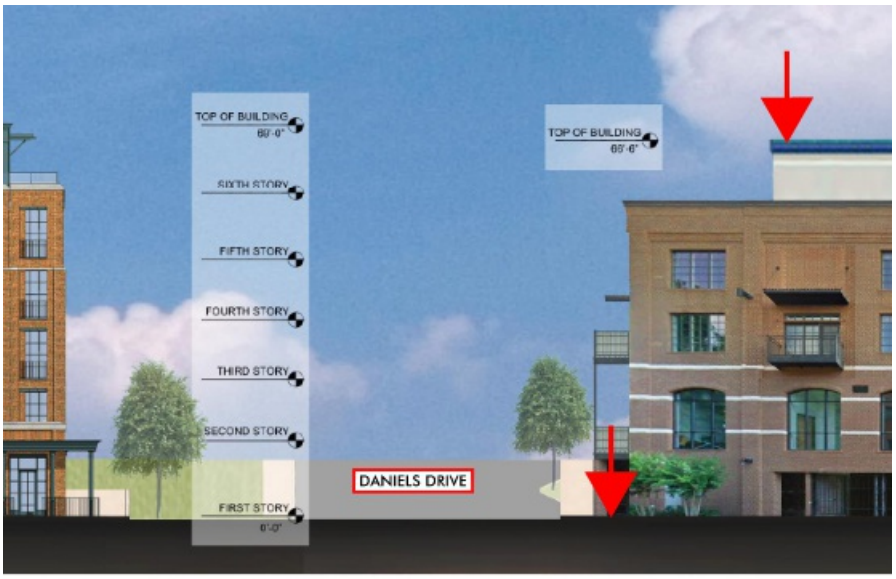


92. Building Elevation Survey Required

lance.fittro@franklintn.gov With the first site plan submittal for development of the subject property, the Applicant shall provide field-run survey information for the top of parapet elevation(s) of the Jamison Station building being used in height comparisons, along with finished grade elevations adjacent to the building.

?





Engineering - OLD

General Issues

1. (OLD DEVEOPMENT PLAN CHECKLIST) F. Development Plan

lance.fittro@franklintn.gov In the event that one or more of the requested Modifications of Standards are not approved, the shared parking analysis shall be updated to reflect the parking requirements ultimately approved for the development so that staff can verify sufficient parking is provided with each subsequent site plan.

72. (OLD DEVEOPMENT PLAN CHECKLIST) F. Development Plan

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

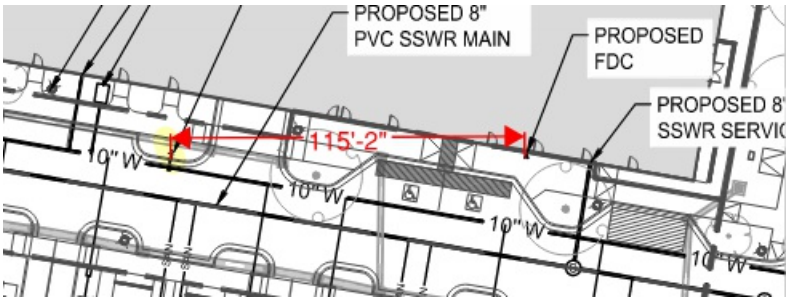
At the site plan stage, all roadway improvements shall be designed in accordance with the appropriate common standards as established by (A) the City of Franklin Transportation and Street Technical Standards, (B) the AASHTO Policy on Geometric Design of Highways and Streets, and (C) the Tennessee Department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

FIRE--Planning--DRT

General Issues

87. FDC

curt.edelmann@franklintn.gov When buildings have a standpipe, the FDC must be located within 100-feet of a hydrant. Please revise the plan accordingly.



Parks

General Issues

13. Parkland Impact Fee

kevinl@franklintn.gov Due to the development plan issues the new dates for the Parkland Agreement is Work Session 6-13-23 and 6-27-23 for BOMA.
[Edited By Kevin Lindsey]

Planning

General Issues

67. Elevations

amy.diaz-barriga@franklintn.gov **ADVISORY ONLY:**
Draft elevations are not being approved with the development plan. Detailed elevations must be provided at site plan stage and will be required to meet all regulations of the Zoning Ordinance. Some, but not all, elevations will also require a Certificate of Appropriateness prior to issuance of a building permit.

75. Historic Buffer: Open Space or easment

amy.diaz-barriga@franklintn.gov The applicant shall place a note on all sheets that identify the Naturalistic Screening Conservation Easement that it is the responsibility of the HOA for the Development, not the individual property owners.

91. Building Height in relation to Jamison Station

amy.diaz-barriga@franklintn.gov	In order to comply with Envision Franklin and the Preliminary Recommendation from Historic Zoning Commission, the development of Multifamily Building 2 will be limited to a height no more than 2'-6" taller than Jamison Station, measured from top of parapet to top of parapet, at both the northern and southern corners along Daniels Drive. At site plan, the height of Jamison Station will be confirmed. Prior to above-ground construction commencing, an as-built survey will be completed to document the top of foundation elevation, to document that the above-ground construction will be within 2'-6" of the confirmed Jamison Station height (top of parapet to top of parapet).

Planning (Landscape)

General Issues

50. Tree Save

jason.arnold@franklintn.gov Over laying the tree save and the proposed buildings, it looks like it will be extremely difficult to preserve all of the proposed tree save.

At site plan, applicant shall show how the trees and the canopy adjacent to the proposed buildings will be able to be preserved.

DEVELOPMENT PLAN
THE MIDDLE EIGHT
PUD SUBDIVISION

209 OLD LIBERTY PIKE
TAX MAP 063M PARCEL 0400, GROUP A

COF PROJECT # 8154
KVD PROJECT #21065
FRANKLIN, WILLIAMSON CO., TN

CLIENT/DEVELOPER
TRULAND
401 CHURCH STREET
FRANKLIN, TN 37064
CONTACT: AMANDA MCKEEHAN
INFO@TRULANDGROUP.COM

LANDSCAPE ARCHITECT / APPLICANT
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KISER + VOGRIN DESIGN
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SUITE 100
FRANKLIN, TN 37067
CONTACT: GARY VOGRIN
(615) 708-0567
GARY@KISERVOGRIN.COM

ARCHITECT
ANTUNOVICH ASSOCIATES
ARCHITECTURE PLANNING INTERIOR DESIGN
ANTUNOVICH ASSOCIATES.
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TRAFFIC ENGINEER
KCI TECHNOLOGIES
KCI TECHNOLOGIES INC/
500 11TH AVENUE N
SUITE 290
NASHVILLE, TN 37203
CONTACT: BETH OSTROWSKI
(615)370-8410
BETH.OSTROWSKI@KCI.COM

BRANDING
streetsense.
STREET SENSE
641 S STREET NW
WASHINGTON, DC 20001
CONTACT: DONNA OETZEL
(202)415-0818
DOETZEL@STREETSENSE.COM

CIVIL ENGINEER
FULMER LUCAS
FULMER LUCAS
2002 RICHARD JONES ROAD SUITE B200
NASHVILLE, TN 37215
CONTACT: YATES BATEMAN
(214) 796-1771

GARY MICHAEL VOGRIN — REGISTERED — STATE OF TENNESSEE — LANDSCAPE ARCHITECT
05-04-23

JOSEPH M. ANTUNOVICH — REGISTERED ARCHITECT — No. 107852A — STATE OF TENNESSEE
5/4/23

YATES BATEMAN — AGRICULTURAL PRESIDENT — STATE OF TENNESSEE

SHEET INDEX	SHEET NUMBER	PRE-APP SUBMITTAL	INITIAL SUBMITTAL	RE-SUBMITTAL	ONE STOP
COVER SHEET	C0.0	03-27-2023	04-10-2023	05-04-2023	
ILLUSTRATIVE MASTER PLAN	C0.1	03-27-2023	04-10-2023	05-04-2023	
EXISTING CONDITIONS PLAN	C1.0	03-27-2023	04-10-2023	05-04-2023	
DEVELOPMENT PLAN	C2.0	03-27-2023	04-10-2023	05-04-2023	
OPEN SPACE PLAN	C2.1	03-27-2023	04-10-2023	05-04-2023	
SITE GRADING & DRAINAGE PLAN	C3.0	03-27-2023	04-10-2023	05-04-2023	
ROW & ACCESS PLAN	C4.0	03-27-2023	04-10-2023	05-04-2023	
REFUSE COLLECTION PLAN	C4.1	03-27-2023	04-10-2023	05-04-2023	
FIRE ACCESS PLAN	C4.2	03-27-2023	04-10-2023	05-04-2023	
TIS & STREET SECTIONS	C4.3			05-04-2023	
SITE UTILITY PLAN	C5.0	03-27-2023	04-10-2023	05-04-2023	
OFFSITE SANITARY SEWER IMPROVEMENTS	C5.1	03-27-2023	04-10-2023	05-04-2023	
TREE PRESERVATION PLAN	L1.0	03-27-2023	04-10-2023	05-04-2023	
LOT DIAGRAMS	A1.0	03-27-2023	04-10-2023	05-04-2023	
SITE PARKING DATA	A1.1	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.2	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.3	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.4		04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.5		04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.6		04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.7		04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.8		04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.9		04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.0	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.1		04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.2	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.3	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.4	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.5	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.6	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.7	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.8	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.9	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.10	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.11	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.12	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.13	03-27-2023	04-10-2023	05-04-2023	
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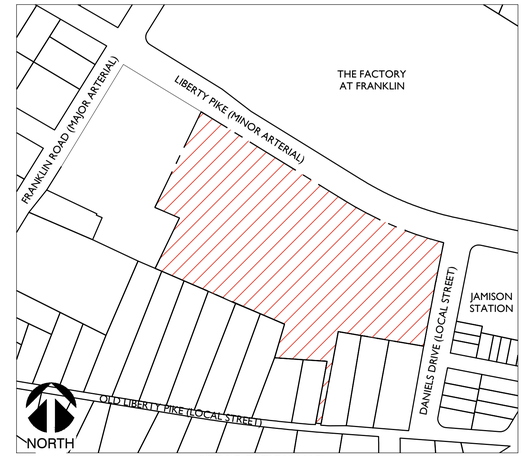

SITE LOCATION MAP
1"=200'

ENVISION FRANKLIN PLAN AMENDMENT:
ADDITIONAL HEIGHT MAY BE CONSIDERED WHEN UNDERGROUND PARKING IS PROVIDED. WITH ANY ADDITIONAL HEIGHT, THE STRUCTURE SHOULD BE SIMILAR TO, AND COMPATIBLE WITH ADJACENT MULTIFAMILY; HEIGHT SHOULD TRANSITION DOWN TOWARDS THE TRUETT HOUSE SO THAT EACH SIDE OF THE PARCEL IS CONTEXTUALLY APPROPRIATE WITH ADJACENT STRUCTURES. LIMITED RETAIL IS APPROPRIATE WHEN IT SUPPORTS THE COMMUNITY, NEIGHBORS, OR THE RESIDENTIAL EXPERIENCE.

THE MIDDLE EIGHT PARKING DATA*

Use	Parking Requirement (per COF Zoning Ordinance dated 01/01/2023)	Number of Employees on Largest Shift	Outdoor/Indoor Square Footage (SF)	Number of Units	Total Spaces Required per COF Zoning Ordinance dated 01/01/2023	Parking Requirement (per M.O.S. request)	Total Spaces Required per M.O.S. Request & Shared Parking*	Total Spaces Provided	
Duplex/Townhome/ Single-Family								Unit Garages	On-Street/ Parallel
3 Bed Dup & SF House	3			12	36		36	24	13
3 Bed TH	3			3	9		9	6	3
SF House	2			6	12		12	12	0
Total Dup/TH/SF				21	57		57	58	
Multifamily								Parking Garage	On-Street
Studio MF	1.5			30	45	1.02	31	367	20
1 Bed MF	1.5			96	144	1.02	98		
2 Bed MF	2.5			88	220	1.89	167		
3 Bed MF	3			40	120	2.76	111		
Total Multifamily				254	529		407	387	
Restaurant / Café								Parking Garage	On-Street
	7.5 spaces per 1,000 square feet of gross floor area of the building and any outdoor seating area + 0.75 space per employee on largest shift	4	4000		34		34	33	8
							Shared Parking Reduction -32		
Overall Total				275	620		466	486	

* Refer to the Parking Memo dated May 2023 prepared by KCI Technologies for shared parking supplemental data.

SITE DATA CHART:

PROJECT NAME: THE MIDDLE EIGHT
COF PROJECT NUMBER: 8154
TAX MAP: 063M
GROUP: A
PARCELS: 04.00
ADDRESS: 209 OLD LIBERTY PIKE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 10
PUD SITE ACREAGE: 7.2
PUD SITE SQUARE FOOTAGE: 313,632 SF

REGULATIONS
BASE ZONING: R4 | RESIDENTIAL 4 DISTRICT
PROPOSED ZONING: PD 38.19/3000 | PLANNED DISTRICT OVERLAY ZONING: CENTRAL FRANKLIN OVERLAY, HISTORIC PRESERVATION OVERLAY, & FLOOD FRINGE OVERLAY
BUILDING TYPES APPLIED: MULTIFAMILY RESIDENTIAL, SINGLE FAMILY RESIDENTIAL, TOWNHOUSE & DUPLEX UNITS
FRONTAGE TYPES APPLIED:
- DUPLEX AND SINGLE FAMILY: YARD FRONTAGE
- TOWNHOUSE AND MULTIFAMILY: URBAN FRONTAGE

SETBACKS
- TOWNHOUSE (BUILDING NO. 3, 4, 5)
  - FRONT: 10'
  - REAR: 13'
  - SIDE: 8' OR 75'
- DUPLEX
  - FRONT: 10'
  - REAR: 10', 12' OR 20' (SEE PLAN)
  - SIDE: 5-10' (SEE PLAN)
- SINGLE FAMILY
  - FRONT:6' OR 10' (SEE PLAN)
  - REAR:10', 12' OR 75' (SEE PLAN)
  - SIDE: SEE PLAN*
- MULTIFAMILY (BUILDINGS NO. 1 & 2):
  - FRONT YARD: 0' OR 10' (SEE PLAN)
  - SIDE YARD: 0'
  - REAR YARD: 0'
- *SEE SHEET A1.0 FOR RESIDENTIAL LOT DIAGRAM

SITE DATA CHART CONT.:

DWELLING UNIT COUNT, BY TYPE:
A. MULTIFAMILY
- STUDIO: 30
- 1 BEDROOM: 96
- 2 BEDROOM: 88
- 3 BEDROOM: 40
- SUBTOTAL: 254

B. SINGLE FAMILY, TOWNHOUSE, DUPLEX UNITS
- 4 BEDROOM SINGLE FAMILY HOMES: 6
- 3 BEDROOM DUPLEXES: 12
- 3 BEDROOM TOWNHOUSES: 3
- SUBTOTAL: 21

TOTAL DWELLING UNITS: 275

BUILDING HEIGHTS:
- SINGLE FAMILY, DUPLEXES & TOWNHOUSE: 2-3 STORIES
- MULTIFAMILY: 1-6 STORIES

REQUIRED LANDSCAPE SURFACE AREA: 20% (62,726.40 SF)
PROPOSED LANDSCAPE SURFACE AREA: 30% (94,169.09 SF)
OPEN SPACE SF REQUIRED: 5% (15,681 SF)
NATURAL AREA SF REQUIRED: 10% (31,363 SF)
TOTAL OVERALL OPEN SPACE PROVIDED: 20.3% (63,800 SF)
TOTAL ACREAGE OF HEALTHY TREE CANOPY: 0.97 AC (42,337 SF)
TREE CANOPY TO BE RETAINED: 0.25 AC (11,008 SF)
PROPOSED TREE CANOPY RETENTION: 0.53 AC (23,011 SF)

PARKING REQUIRED PER COF Z.O.: 620
PARKING REQUIRED PER MOS: 498
PARKING REQUIRED PER THE MOS + SHARED PARKING: 466
PARKING PROVIDED: 486
REFER TO DETAILED PARKING DATA CHART ON A1.4 AND PARKING STUDY PROVIDED BY KCI DATED MAY 2023.
BICYCLE PARKING REQUIRED FOR MULTIFAMILY: 0.05 SPACE/BR = 22.35
BICYCLE PARKING PROVIDED: 23

HISTORIC RESOURCE TREATMENT: 75' NATURALISTIC BUFFER BETWEEN ALPHEUS TRUETT HOUSE AND SITE.

MODIFICATION OF STANDARDS REQUEST

THE APPLICANT REQUESTS A MODIFICATION OF STANDARDS REGARDING SECTION 10.1.6 MINIMUM PARKING WITHIN THE FRANKLIN ZONING ORDINANCE. THIS PROPOSED MODIFICATION OF STANDARDS REQUESTS A REDUCTION IN RESIDENTIAL PARKING MINIMUMS FOR THE MULTIFAMILY RESIDENTIAL. THE REDUCTION IS SUPPORTED BY THE PARKING ANALYSIS PROVIDED IN THE ATTACHED PARKING MEMO FROM KCI DATED MAY 2023. REFER TO THE CHART BELOW FOR REQUESTED REDUCTION IN PARKING RATES.

LAND USE		REQUIRED RATES (PER COF ZONING ORDINANCE DATED 01.01.2023	PROPOSED RATES
MULTI-FAMILY	STUDIO	1.5	1.02
	1-BEDROOM	1.5	1.02
	2-BEDROOM	2.5	1.89
	3-BEDROOM	3.0	2.76

LAND USE PLAN AMENDMENT:

LAND USE PLAN AMENDMENT REQUEST WAS APPROVED BY FRANKLIN MUNICIPAL PLANNING COMMISSION ON 03.23.23 BY A 7-0 UNANIMOUS VOTE

PARKLAND DEDICATION REQUIREMENTS:
275 UNITS x $4,304= $1,183,600 TO MEET THE ORDINANCE.

25% OF THE TOTAL AMOUNT OR $295,900 WILL BE DUE AT FINAL PLAT PLUS THE NUMBER OF DWELLINGS FOR THAT PHASE AT A RATE OF $3,228 PER UNIT.

THE 25% OR $295,900 WILL NOT BE REIMBURSABLE AND WILL REMAIN IN QUAD 1 FOR FUTURE PARKS.

THE 75% OR $887,700 IS POSSIBLE FOR REIMBURSEMENT WITH AN AGREEMENT AND EXHIBITS SHOWING IMPROVEMENTS.

THE DEVELOPER SHALL ENTER INTO A CONTRACT WITH THE CITY WHICH CONTAINS TERMS AND CONDITIONS RELATIVE TO THE PARKLAND IMPACT FEES REQUIRED TO BE PAID BY THE DEVELOPER AND/OR ANY OFF-SETS GRANTED FOR PARKLAND DEDICATION AND/OR CONSTRUCTION OF PARK IMPROVEMENTS AS MAY BE REQUESTED BY THE DEVELOPER. SUCH CONTRACT SHALL BE FINALIZED CONCURRENTLY WITH THE APPROVAL OF THE DEVELOPMENT PLAN OR SITE PLAN WHEN A DEVELOPMENT PLAN IS NOT REQUIRED. WHEN NEITHER A DEVELOPMENT PLAN OR SITE PLAN EXIST, THE CONTRACT SHALL BE APPROVED BY BOMA PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND SHALL CONTAIN FINANCIAL ASSURANCE TO THE CITY.

COMPREHENSIVE REVIEW OF SITE PLAN:

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

VESTING DEVELOPMENT STANDARDS

DEVELOPMENT STANDARD	VERSION/DATE
ZONING ORDINANCE	01-01-2023
SUBDIVISION REGULATIONS	01-01-2022
HISTORIC DISTRICT DESIGN GUIDELINES	05-30-2022
TRANSPORTATION & STREET TECHNICAL STANDARDS	07-01-2021
STORMWATER BMP MANUAL	07-01-2021
TECHNICAL SPECIFICATIONS FOR UTILITY INSTALLATION	10-13-2020 OR NEWEST VERSION
MUNICIPAL CODE	VARIES - STANDARDS EFFECTIVE ON 12-12-2022 APPLY

KVD PROJECT# : 21065
COF PROJECT# : 8154
Sheet #:
C0.0
DATE: 05.04.2023

1 MULTIFAMILY
2 SINGLE FAMILY
3 DUPLEX
4 TOWNHOME
5 FIRST FLOOR RESTAURANT / CAFE
6 PARKING GARAGE ENTRANCE
7 52' PROPOSED RIGHT OF WAY
8 75' NATURALISTIC BUFFER
9 HISTORIC PRESERVATION OVERLAY DISTRICT
10 STORMWATER TREATMENT

NOTE: THIS PAGE PROVIDES A CONCEPTUAL ILLUSTRATIVE PLAN OF HOW THE SITE MAY BE DEVELOPED IN ACCORDANCE WITH THE PROJECT DEVELOPMENT PLAN. SPECIFIC PLANS WILL BE PROVIDED DURING THE SITE PLAN PHASE.

NORTH

0 30 60 90 feet
SCALE: 1"=30'

KV+D
KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

GARY MICHAEL VOGRIN
REGISTERED
LANDSCAPE ARCHITECT
TENNESSEE NO. 1923
05-04-23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO.
21065

DRAWING TITLE:
ILLUSTRATIVE MASTER PLAN

SHEET NUMBER
C0.1

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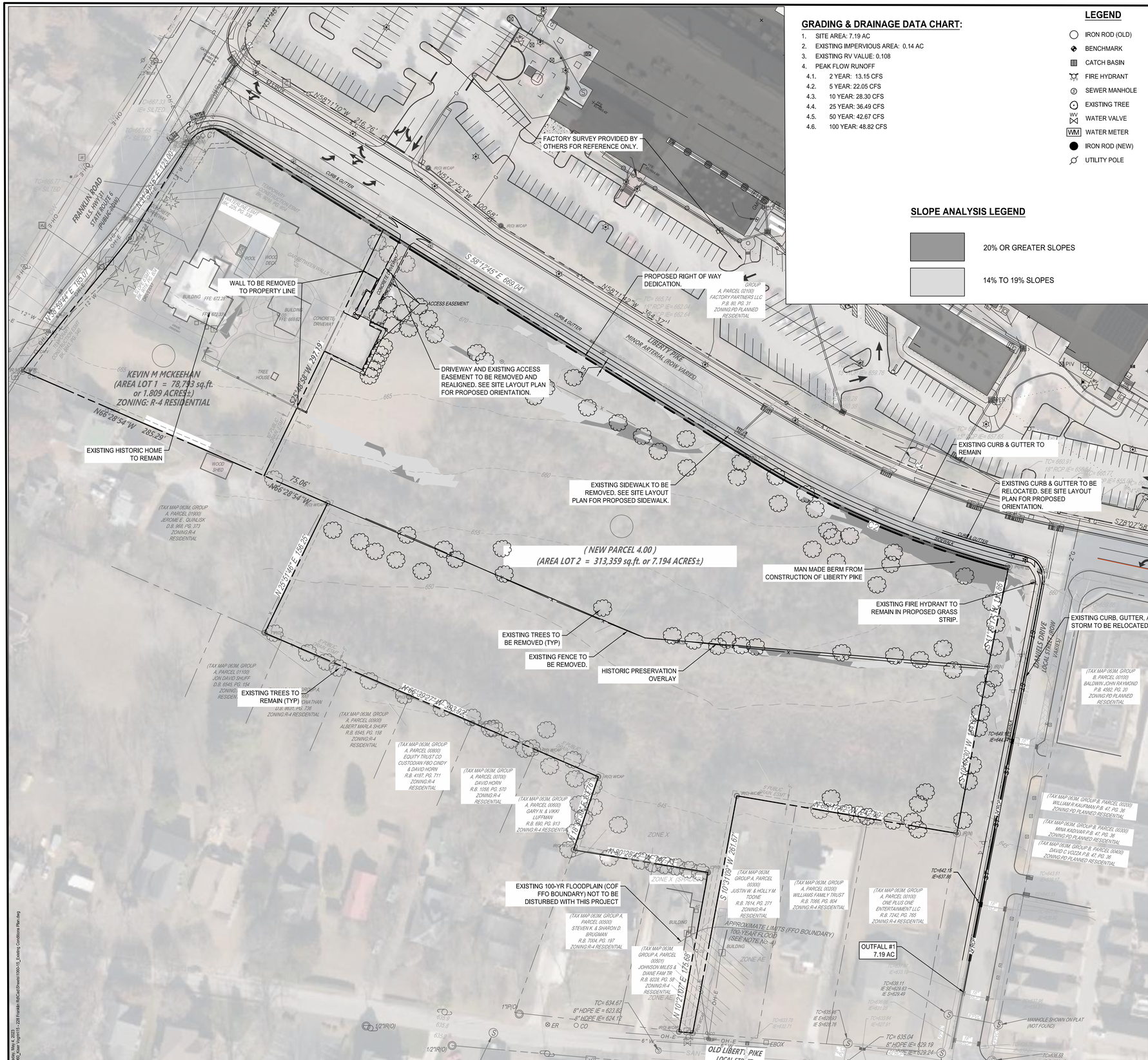

GRADING & DRAINAGE DATA CHART:

1. SITE AREA: 7.19 AC
2. EXISTING IMPERVIOUS AREA: 0.14 AC
3. EXISTING RV VALUE: 0.108
4. PEAK FLOW RUNOFF
   - 4.1. 2 YEAR: 13.15 CFS
   - 4.2. 5 YEAR: 22.05 CFS
   - 4.3. 10 YEAR: 28.30 CFS
   - 4.4. 25 YEAR: 36.49 CFS
   - 4.5. 50 YEAR: 42.67 CFS
   - 4.6. 100 YEAR: 48.82 CFS

LEGEND

- IRON ROD (OLD)
- BENCHMARK
- CATCH BASIN
- FIRE HYDRANT
- SEWER MANHOLE
- EXISTING TREE
- WATER VALVE
- WATER METER
- IRON ROD (NEW)
- UTILITY POLE

SLOPE ANALYSIS LEGEND

- 20% OR GREATER SLOPES
- 14% TO 19% SLOPES

SITE DATA CHART:

PROJECT NAME: THE MIDDLE EIGHT
COF PROJECT NUMBER: 8154
TAX MAP: 063M
GROUP: A
PARCELS: 04.00
ADDRESS: 209 OLD LIBERTY PIKE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 10
PUD SITE ACREAGE: 7.2
PUD SITE SQUARE FOOTAGE: 313,632 SF

REGULATIONS
BASE ZONING: R4 | RESIDENTIAL 4 DISTRICT
PROPOSED ZONING: PD (38.19 / 3000) | PLANNED DISTRICT
OVERLAY ZONING: CENTRAL FRANKLIN OVERLAY, HISTORIC PRESERVATION OVERLAY, & FLOOD FRINGE OVERLAY
BUILDING TYPES APPLIED: MULTIFAMILY RESIDENTIAL, SINGLE FAMILY RESIDENTIAL, TOWNHOME & DUPLEX UNITS
FRONTAGE TYPES APPLIED:
DUPLEX AND SINGLE FAMILY: YARD FRONTAGE
TOWNHOUSE AND MULTIFAMILY: URBAN FRONTAGE

STORMWATER NARRATIVE

ALL STORMWATER CURRENTLY FLOWS TO THE EXISTING OUTFALL AT THE SOUTHEASTERN CORNER OF THE PROPOSED DEVELOPMENT (OUTFALL #1), WHICH DISCHARGES TO LIBERTY CREEK AND EVENTUALLY TO THE HARPETH RIVER, APPROXIMATELY 850 LF DOWNSTREAM.

STORMWATER QUALITY FOR THE PROPOSED PROJECT WILL BE PROVIDED BY UTILIZING LOW IMPACT DEVELOPMENT (LID) METHODS DESCRIBED IN THE CITY OF FRANKLIN BMP MANUAL, INCLUDING BIORETENTION, AND PERVIOUS PAVEMENT. THESE GREEN INFRASTRUCTURE PRACTICES WILL SATISFY THE CITY REQUIREMENTS CONCERNING STORMWATER QUALITY REQUIREMENTS AS LAID OUT IN THE BMP MANUAL.

STORMWATER QUANTITY FOR THE PROPOSED PROJECT MAY BE PARTIALLY PROVIDED BY UTILIZING BIORETENTION AND PERVIOUS PAVEMENT. THESE GREEN INFRASTRUCTURE PRACTICES WILL DECREASE THE RUNOFF LEAVING THE SITE TO MEET THE CITY REQUIREMENTS CONCERNING PEAK RUNOFF CONTROL.

0 25 50 100 150
SCALE: 1" = 50'

SURVEY INFO
PROVIDED BY: S&ME & CHASTAIN SKILLMAN
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS
KV+D KISER VOGRIN DESIGN
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DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

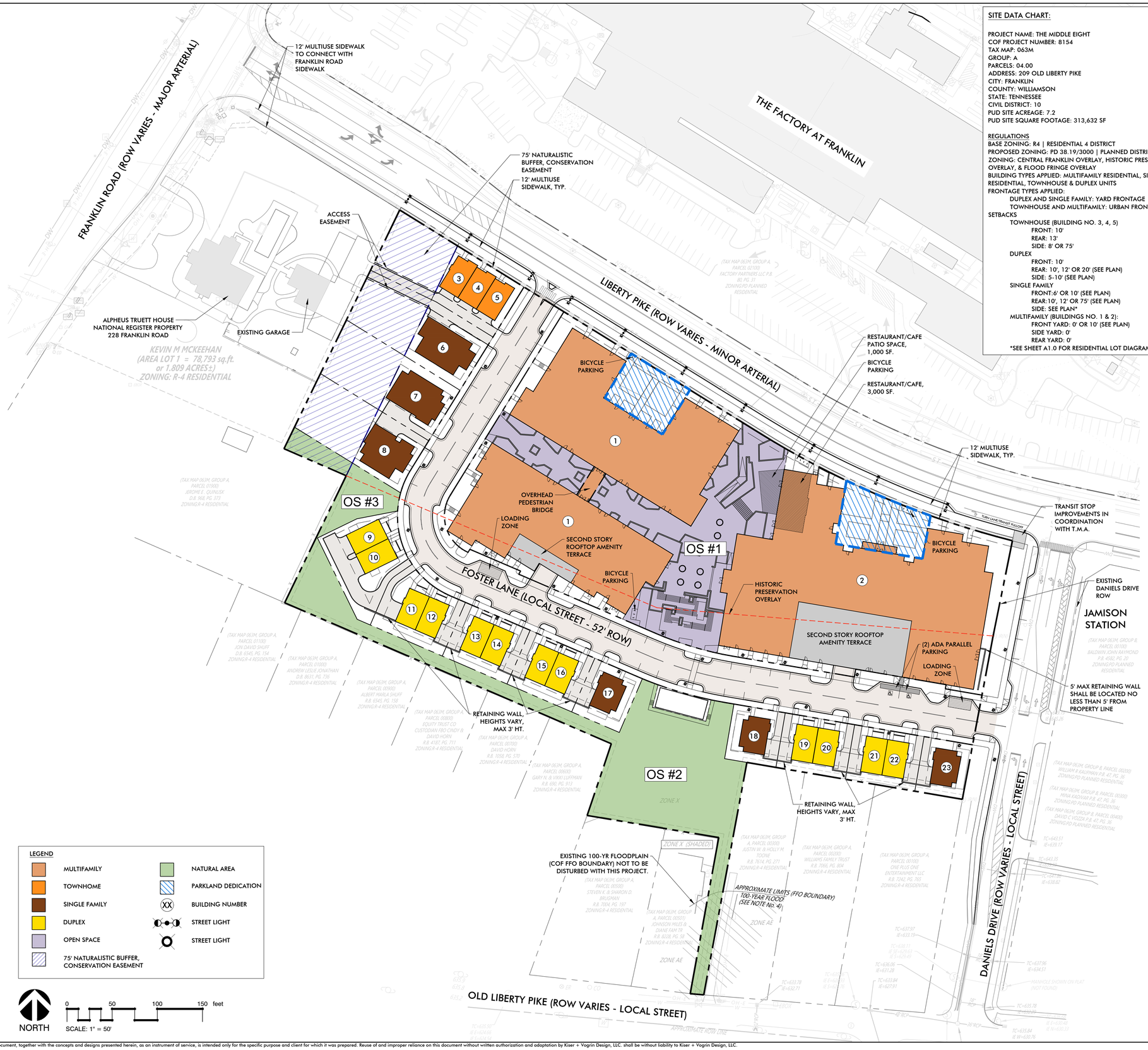
NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/2023	JYB

DESIGNED BY:	YB
DRAWN BY:	JM
CHECKED BY:	BD
DATE:	04/10/23

FLE PROJECT NO. 1060-15

DRAWING TITLE:
EXISTING CONDITIONS PLAN

SHEET NUMBER
C1.0



SITE DATA CHART:

PROJECT NAME: THE MIDDLE EIGHT
COF PROJECT NUMBER: 8154
TAX MAP: 063M
GROUP: A
PARCELS: 04.00
ADDRESS: 209 OLD LIBERTY PIKE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 10
PUD SITE ACREAGE: 7.2
PUD SITE SQUARE FOOTAGE: 313,632 SF

REGULATIONS
BASE ZONING: R4 | RESIDENTIAL 4 DISTRICT
PROPOSED ZONING: PD 38.19/3000 | PLANNED DISTRICT OVERLAY
ZONING: CENTRAL FRANKLIN OVERLAY, HISTORIC PRESERVATION OVERLAY, & FLOOD FRINGE OVERLAY
BUILDING TYPES APPLIED: MULTIFAMILY RESIDENTIAL, SINGLE FAMILY RESIDENTIAL, TOWNHOUSE & DUPLEX UNITS
FRONTAGE TYPES APPLIED:
DUPLEX AND SINGLE FAMILY: YARD FRONTAGE
TOWNHOUSE AND MULTIFAMILY: URBAN FRONTAGE
SETBACKS
TOWNHOUSE (BUILDING NO. 3, 4, 5)
FRONT: 10'
REAR: 13'
SIDE: 8' OR 75'
DUPLEX
FRONT: 10'
REAR: 10', 12' OR 20' (SEE PLAN)
SIDE: 5-10' (SEE PLAN)
SINGLE FAMILY
FRONT:6' OR 10' (SEE PLAN)
REAR:10', 12' OR 75' (SEE PLAN)
SIDE: SEE PLAN*
MULTIFAMILY (BUILDINGS NO. 1 & 2):
FRONT YARD: 0' OR 10' (SEE PLAN)
SIDE YARD: 0'
REAR YARD: 0'
*SEE SHEET A1.0 FOR RESIDENTIAL LOT DIAGRAM

SITE DATA CHART CONT.:

DWELLING UNIT COUNT, BY TYPE:

A. MULTIFAMILY		
STUDIO:	30	
1 BEDROOM:	96	
2 BEDROOM:	88	
3 BEDROOM:	40	
SUBTOTAL:	254	
B. SINGLE FAMILY, TOWNHOUSE, DUPLEX UNITS		
4 BEDROOM SINGLE FAMILY HOMES:		6
3 BEDROOM DUPLEXES:		12
3 BEDROOM TOWNHOUSES:		3
SUBTOTAL:		21

TOTAL DWELLING UNITS: 275

BUILDING HEIGHTS:
- SINGLE FAMILY, DUPLEXES & TOWNHOUSE: 2-3 STORIES
- MULTIFAMILY: 1-6 STORIES

REQUIRED LANDSCAPE SURFACE AREA: 20% (62,726.40 SF)
PROPOSED LANDSCAPE SURFACE AREA: 30% (94,169.09 SF)
OPEN SPACE SF REQUIRED: 5% (15,681 SF)
NATURAL AREA SF REQUIRED: 10% (31,363 SF)
TOTAL OVERALL OPEN SPACE PROVIDED: 20.3% (63,800 SF)
TOTAL ACREAGE OF HEALTHY TREE CANOPY: 0.97 AC (42,337 SF)
TREE CANOPY TO BE RETAINED: 0.25 AC (11,008 SF)
PROPOSED TREE CANOPY RETENTION: 0.53 AC (23,011 SF)

PARKING REQUIRED PER COF Z.O.: 620
PARKING REQUIRED PER MOS: 498
PARKING REQUIRED PER THE MOS + SHARED PARKING: 466
PARKING PROVIDED: 486
REFER TO DETAILED PARKING DATA CHART ON A1.4 AND PARKING STUDY PROVIDED BY KCI DATED MAY 2023.
BICYCLE PARKING REQUIRED FOR MULTIFAMILY: 0.05 SPACE/BR = 22.35
BICYCLE PARKING PROVIDED: 23

HISTORIC RESOURCE TREATMENT: 75' NATURALISTIC BUFFER BETWEEN ALPHEUS TRUETT HOUSE AND SITE.

THE MIDDLE EIGHT - OPEN SPACE REQUIREMENT CHART

SITE ACREAGE: 7.2 AC (313,632 SF)
MINIMUM 5% OPEN SPACE ACREAGE REQUIRED: 0.36 AC(15,681 .60 SF)
ADDITIONAL 10% FOR NATURAL AREA: 0.72 AC (31,363.20 SF)

OPEN SPACE PROVIDED

KEY	AREA OF OPEN SPACE SF	HARDSCAPE AREA SF	HARDSCAPE AREA%	STORMWATER FEATURE INCLUDED? Y/N
OS #1 (PLAZA)	28,000	22,400	80%	N
OS #2 (NATURAL AREA)	30,800	N/A	N/A	Y
OS #3 (NATURAL AREA)	5,000	N/A	N/A	N
TOTAL PROVIDED	63,800.00	22,400.00		

OPEN SPACE PROVIDED:0.64 AC (28,000 SF)
NATURAL OPEN SPACE PROVIDED: 0.82 AC (35,800 SF)
TOTAL OVERALL OPEN SPACE PROVIDED: 1.46 AC (63,800 SF)

NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE DATED 01-01-2023.

REFER TO C2.1 FOR OPEN SPACE PLAN.

THE MIDDLE EIGHT - BUILDING DATA CHART

BUILDING NO.	BUILDING TYPE	RESIDENTIAL (DU)	BUILDING STORIES	ASSOCIATED GARAGE PARKING	ON STREET/PARALLEL PARKING
1-2	MULTIFAMILY	254	1-6	400	28
3-5	TOWNHOME	3	2-3	6*	3
6-8 , 17-18 , 23	SINGLE FAMILY	6	2-3	12*	0
9-16 , 19-22	DUPLEX	12	2-3	24*	13
TOTAL	-	275	-	486 PARKING SPACES	
DENSITY	-	38.20 DU/A	-	-	

*FOR THESE USES, THE GARAGE PARKING IS LOCATED WITHIN THEIR INDIVIDUAL LOTS.

IMPACT STATEMENT

GRADING/SW PLAN
THE PROPOSED DEVELOPMENT WILL CONSIST OF 275 TOTAL RESIDENCES. THESE PROPOSED RESIDENCES WILL REQUIRE POLICE, FIRE AND SOLID WASTE SERVICES. IT IS ALSO ANTICIPATED THAT RESIDENTS WILL UTILIZE PUBLIC RECREATIONAL FACILITIES. IMPACT TO SURROUNDING DRAINAGE FACILITIES IS ANTICIPATED TO BE MINIMAL AS THE PROPOSED DEVELOPMENT WILL SATISFY THE CITY REQUIREMENTS FOR STORMWATER QUALITY AND QUANTITY.

ROW/ACCESS PLAN
A TRAFFIC IMPACT STUDY WILL BE PRODUCED BY KCI BASED ON TRAFFIC COUNTS COLLECTED ON A TYPICAL WEEKDAY WHEN SCHOOLS WERE IN SESSION.

UTILITY PLAN
THE DEMAND OF THE PROPOSED DEVELOPMENT CAN BE ADEQUATELY ACCOMMODATED BY THE EXISTING INFRASTRUCTURE, AND THE PROJECT IS NOT ANTICIPATED TO HAVE A NEGATIVE EFFECT ON THE UTILITIES OR OTHER USERS THEREOF. THE PROJECT WILL USE CITY OF FRANKLIN DOMESTIC, FIRE AND IRRIGATION WATER SERVICE, AS WELL AS SANITARY SEWER SERVICE PROVIDED BY CITY OF FRANKLIN.

GENERAL NOTES:
1. THE WEST BUILDING OF THE MIDDLE EIGHT IS ONE RESIDENTIAL BUILDING ACCORDING TO THE 2018 INTERNATIONAL BUILDING CODE, ADOPTED BY THE CITY OF FRANKLIN. THE RELEVANT SECTIONS FOR THIS DETERMINATION ARE SECTION 202, SECTION 310.4, SECTION 503.1.2, AND SECTION 506.2.3.
2. DUE TO TOPOGRAPHY ISSUES ALONG DANIEL'S DRIVE, DWELLING UNITS ARE UP TO 10' LOWER THAN DANIEL'S DRIVE DUE TO EXISTING ROAD GRADE. PER THE ZONING ORDINANCE SECTION 6.7, THIS IS CONSIDERED AN EXISTING CONSTRAINT TO ALLOW FOR ACCESS FROM UNITS TO A PUBLIC STREET.
3. NOTE THAT ALL REQUIRED PARKING FOR TOWNHOMES, DUPLEXES, AND SINGLE FAMILY LOTS WILL BE MET, INCLUDING PARALLEL PARKING FRONTING THE OUTER LOOP OF FOSTER LANE. PARALLEL PARKING ALONG THE INNER LOOP OF FOSTER LANE SHALL SUPPLEMENT PARKING REQUIREMENTS FOR THE MULTIFAMILY AND RESTAURANT/CAFE USES.

ENVISION FRANKLIN DESCRIPTION: THIS DEVELOPMENT PROVIDES A MIX OF RESIDENTIAL BUILDINGS CONSISTENT WITH ENVISION FRANKLIN.

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KV+D
KISER VOGRIN DESIGN

GARY MICHAEL VOGRIN REGISTERED LANDSCAPE ARCHITECT TENNESSEE No. 329
05-04-23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY: GV
DRAWN BY: GV2
CHECKED BY: KR
DATE: 04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
DEVELOPMENT PLAN

SHEET NUMBER
C2.0

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THE MIDDLE EIGHT - OPEN SPACE REQUIREMENT CHART

SITE ACREAGE: 7.2 AC (313,632 SF)
MINIMUM 5% OPEN SPACE ACREAGE REQUIRED: 0.36 AC(15,681.60 SF)
ADDITIONAL 10% FOR NATURAL AREA: 0.72 AC (31,363.20 SF)

OPEN SPACE PROVIDED

KEY	AREA OF OPEN SPACE SF	HARDSCAPE AREA SF	HARDSCAPE AREA%	STORMWATER FEATURE INCLUDED? Y/N
OS #1 (PLAZA)	28,000	22,400	80%	N
OS #2 (NATURAL AREA)	30,800	N/A	N/A	Y
OS #3 (NATURAL AREA)	5,000	N/A	N/A	N
TOTAL PROVIDED	63,800.00	22,400.00		

OPEN SPACE PROVIDED:0.64 AC (28,000 SF)
NATURAL OPEN SPACE PROVIDED: 0.82 AC (35,800 SF)
TOTAL OVERALL OPEN SPACE PROVIDED: 1.46 AC (63,800 SF)

NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE DATED 01-01-2023.

OS #1 | PLAZA - 28,000 SF		REQUIRED
LANDSCAPE	CANOPY TREES	8
	UNDERSTORY TREES	16
HARDSCAPE	IMPERVIOUS SURFACE	50% - 80%
FEATURES (FOUR OF THE FEATURES IS REQUIRED)	SEATING ELEMENTS	-
	SPECIALIZED OR DECORATIVE HARDSCAPE	-
	PEDESTRIAN-SCALE LIGHTING BEYOND THAT REQUIRED TO ILLUMINATE PUBLIC RIGHT-OF-WAY	-
	ARCADES, CANOPIES, AWNINGS, OR OVERHANGS TO SHIELD PEDESTRIANS	-
	FURNISHINGS, SUCH AS PLANTERS, WASTE RECEPTACLES, BICYCLE RACKS, DRINKING FOUNTAINS, OR TRANSIT SHELTERS	-
	FOUNTAINS, SCULPTURES, OR ART	-

OS # 2 | NATURAL AREA - 30,800 SF		REQUIRED
LANDSCAPE	CANOPY TREES	13
	UNDERSTORY TREES	25
FEATURES (FOUR OF THE FEATURES ARE REQUIRED)	SEATING ELEMENTS	-
	CANOPIES OR GAZEBOS TO SHIELD PEDESTRIANS	-
	FURNISHINGS, SUCH AS PLANTERS, WASTE RECEPTACLES, BICYCLE RACKS, DRINKING FOUNTAINS, OR TRANSIT SHELTERS	-
	FOUNTAINS, SCULPTURES, OR ART	-
	PLAYGROUNDS	-
NOTE	STORMWATER MANAGEMENT FEATURES MAY OCCUPY UP TO 40%	

OS # 3 | NATURAL AREA - 5,000 SF		REQUIRED
LANDSCAPE	CANOPY TREES	2
	UNDERSTORY TREES	4
FEATURES (FOUR OF THE FEATURES ARE REQUIRED)	SEATING ELEMENTS	-
	CANOPIES OR GAZEBOS TO SHIELD PEDESTRIANS	-
	FURNISHINGS, SUCH AS PLANTERS, WASTE RECEPTACLES, BICYCLE RACKS, DRINKING FOUNTAINS, OR TRANSIT SHELTERS	-
	FOUNTAINS, SCULPTURES, OR ART	-
	PLAYGROUNDS	-
NOTE	STORMWATER MANAGEMENT FEATURES MAY OCCUPY UP TO 40%	

LEGEND

- MULTIFAMILY
- TOWNHOME
- SINGLE FAMILY
- DUPLEX
- OPEN SPACE
- 75' NATURALISTIC BUFFER, CONSERVATION EASEMENT
- NATURAL AREA
- PARKLAND DEDICATION
- XX BUILDING NUMBER
- STREET LIGHT
- STREET LIGHT

NORTH

0 50 100 150 feet

SCALE: 1" = 50'

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Main: 615.599.2313
www.kiservogrin.com

GARY MICHAEL VOGRIN
REGISTERED
TENNESSEE
LANDSCAPE ARCHITECT
05-04-23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY: GV
DRAWN BY: GV2
CHECKED BY: KR
DATE: 04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:

OPEN SPACE PLAN

SHEET NUMBER

C2.1

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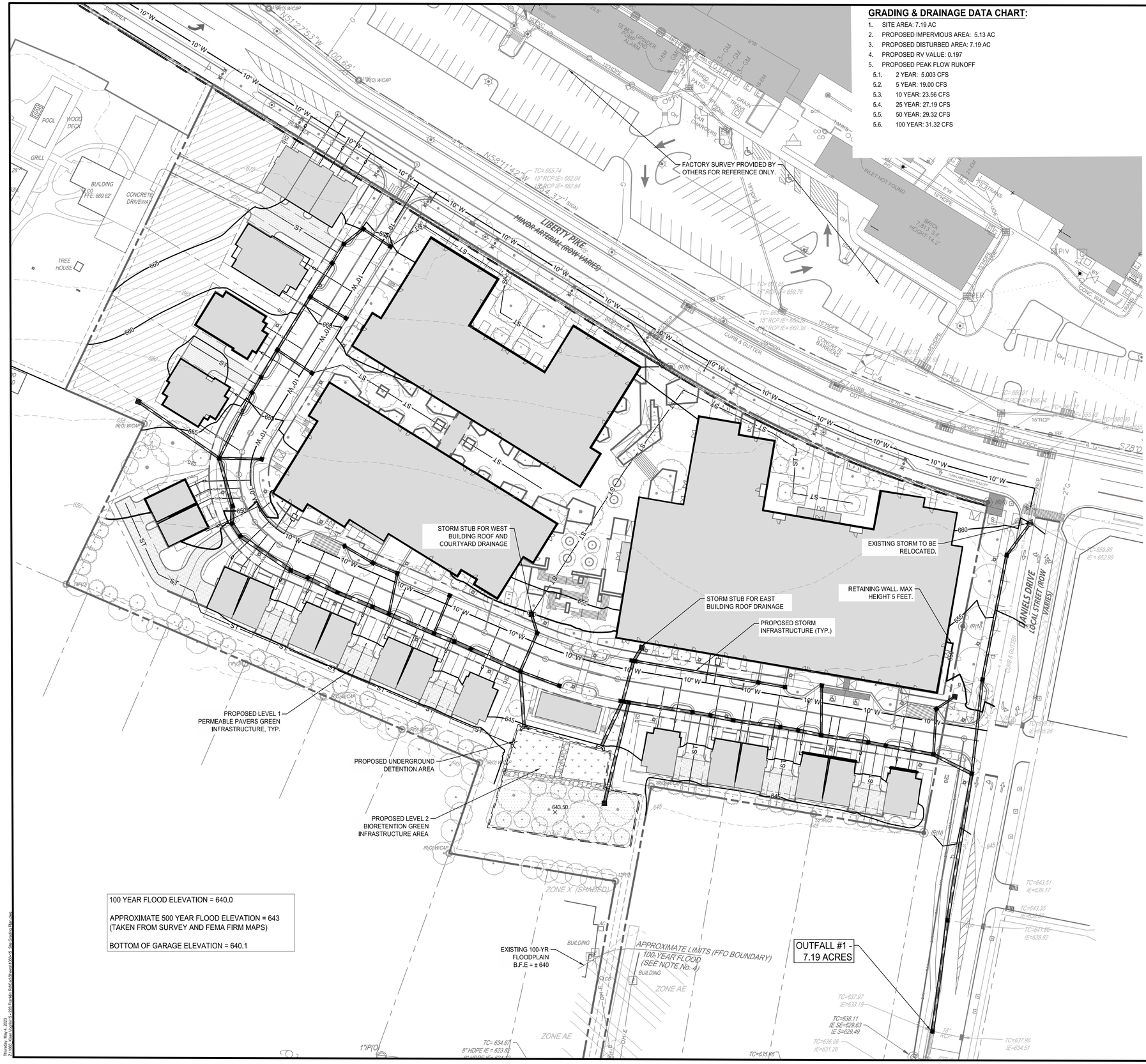

GRADING & DRAINAGE DATA CHART:

1. SITE AREA: 7.19 AC
2. PROPOSED IMPERVIOUS AREA: 5.13 AC
3. PROPOSED DISTURBED AREA: 7.19 AC
4. PROPOSED RV VALUE: 0.197
5. PROPOSED PEAK FLOW RUNOFF
   - 5.1. 2 YEAR: 5.003 CFS
   - 5.2. 5 YEAR: 19.00 CFS
   - 5.3. 10 YEAR: 23.56 CFS
   - 5.4. 25 YEAR: 27.19 CFS
   - 5.5. 50 YEAR: 29.32 CFS
   - 5.6. 100 YEAR: 31.32 CFS

STORMWATER NARRATIVE

ALL STORMWATER CURRENTLY FLOWS TO THE EXISTING OUTFALL AT THE SOUTHEASTERN CORNER OF THE PROPOSED DEVELOPMENT (OUTFALL #1), WHICH DISCHARGES TO LIBERTY CREEK AND EVENTUALLY TO THE HARPETH RIVER, APPROXIMATELY 850 LF DOWNSTREAM.

STORMWATER QUALITY FOR THE PROPOSED PROJECT WILL BE PROVIDED BY UTILIZING LOW IMPACT DEVELOPMENT (LID) METHODS DESCRIBED IN THE CITY OF FRANKLIN BMP MANUAL, INCLUDING BIORETENTION, AND PERVIOUS PAVEMENT. THESE GREEN INFRASTRUCTURE PRACTICES WILL SATISFY THE CITY REQUIREMENTS CONCERNING STORMWATER QUALITY REQUIREMENTS AS LAID OUT IN THE BMP MANUAL.

STORMWATER QUANTITY FOR THE PROPOSED PROJECT MAY BE PARTIALLY PROVIDED BY UTILIZING BIORETENTION AND PERVIOUS PAVEMENT. THESE GREEN INFRASTRUCTURE PRACTICES WILL DECREASE THE RUNOFF LEAVING THE SITE TO MEET THE CITY REQUIREMENTS CONCERNING PEAK RUNOFF CONTROL.

IMPACT STATEMENT:

THE PROPOSED DEVELOPMENT WILL CONSIST OF 275 TOTAL RESIDENCES. THESE PROPOSED RESIDENCES WILL REQUIRE POLICE, FIRE AND SOLID WASTE SERVICES. IT IS ALSO ANTICIPATED THAT RESIDENTS WILL UTILIZE PUBLIC RECREATIONAL FACILITIES. IMPACT TO SURROUNDING DRAINAGE FACILITIES IS ANTICIPATED TO BE MINIMAL AS THE PROPOSED DEVELOPMENT WILL SATISFY THE CITY REQUIREMENTS FOR STORMWATER QUALITY AND QUANTITY.

CITY OF FRANKLIN GRADING & DRAINAGE GENERAL NOTES

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

FLOODPLAIN NOTE

THE PROPERTY SHOWN HEREON IS PARTIALLY LOCATED IN A FLOOD HAZARD ZONE "AE" (AREAS DETERMINED TO BE WITHIN THE 100 YEAR FLOODPLAIN AND/OR FLOODWAY) ACCORDING TO F.I.R.M. MAP "WILLIAMSON COUNTY, TENNESSEE AND INCORPORATED AREAS" PANEL 211 OF 485, MAP NUMBER 47187C0211G. MAP REVISED ON DECEMBER 22, 2016 ACCORDING TO THE FIRM MAP.

PRE/POST DEVELOPMENT PEAK FLOWS (OUTFALL #1)

	PRE-DEV TOTAL	POST DEV TOTAL
2-YR	13.15 CFS	5.003 CFS
5-YR	22.05 CFS	19.00 CFS
10-YR	28.30 CFS	23.56 CFS
25-YR	36.49 CFS	27.19 CFS
50-YR	42.67 CFS	29.32 CFS
100-YR	48.82 CFS	31.32 CFS

0 20 40 80 120

SCALE: 1" = 40'

SURVEY INFO
PROVIDED BY: S&ME & CHASTAIN SKILLMAN
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS
KISER YOGRIN DESIGN
5005 MERIDIAN BLVD. SUITE 100
FRANKLIN, TN 37067
MAIN: 615.708.0567
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DEVELOPMENT PLAN

THE MIDDLE EIGHT

209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/2023	JYB

DESIGNED BY: YB
DRAWN BY: JM
CHECKED BY: BD
DATE: 04/10/23

FLE PROJECT NO. 1060-15

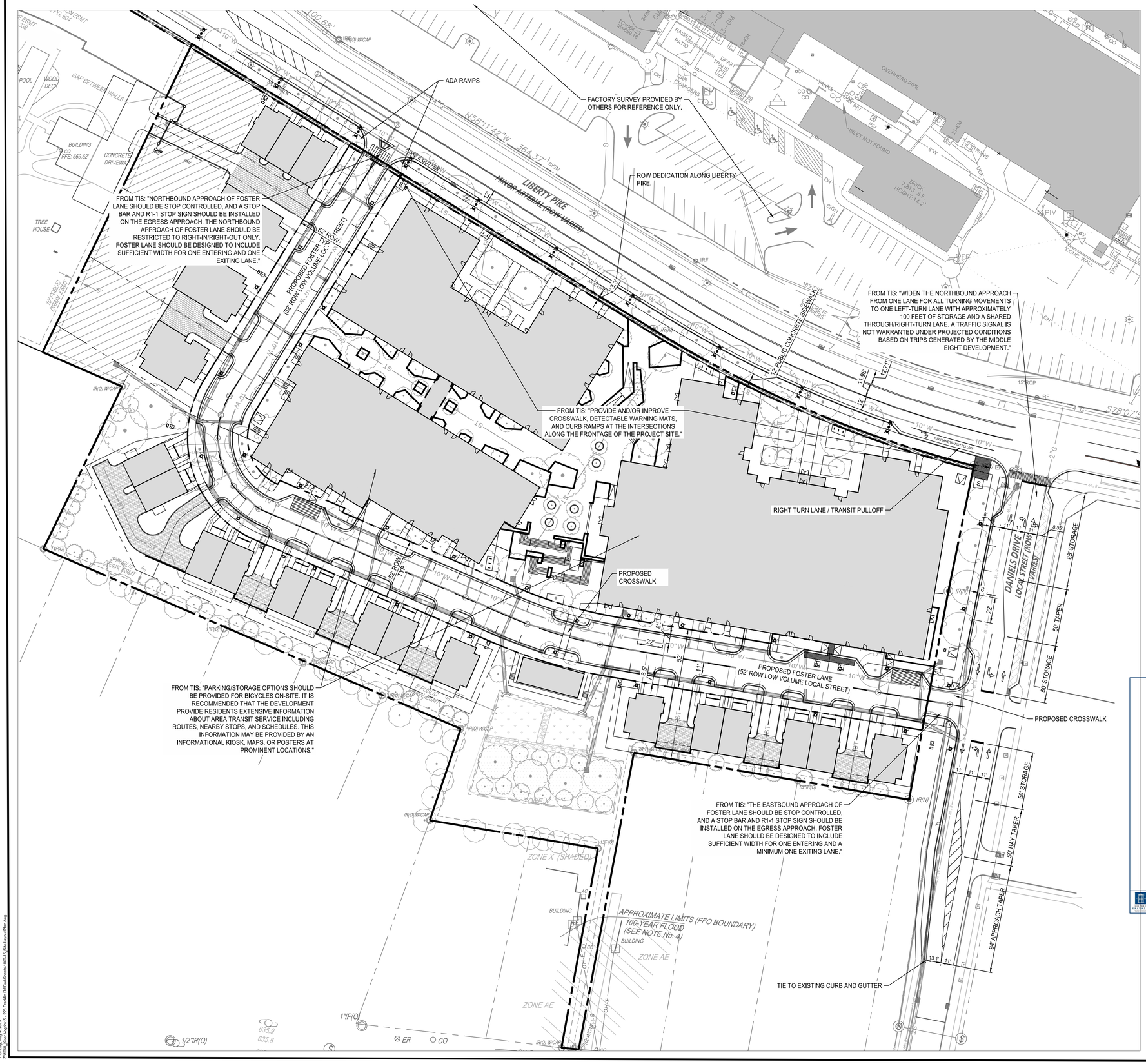
DRAWING TITLE:

SITE GRADING & DRAINAGE PLAN

SHEET NUMBER

C3.0

Thursday, May 4, 2023
P:\1060 Kiser\Vision\1-4-22\Franklin Site\Sheets\1060-15 Site Grading Plan.dwg



ROADWAY NETWORK NARRATIVE:

THE PROJECT WILL INCLUDE A PUBLIC ROADWAY (FOSTER LANE) WITH MAIN ACCESS TO LIBERTY PIKE ON THE NORTH SIDE AND DANIELS DRIVE ON THE EAST SIDE. PER THE CONNECT FRANKLIN PLANNING DOCUMENT, 3'-4' OF ROW DEDICATION IS REQUIRED WITH THIS PLAN BEYOND THE SOUTHERN ROW BOUNDARY OF LIBERTY PIKE.

IMPACT STATEMENT:

A TRAFFIC IMPACT STUDY HAS BEEN COMPLETED BY KCI BASED ON TRAFFIC COUNTS COLLECTED ON A TYPICAL WEEKDAY WHEN SCHOOLS WERE IN SESSION. THIS REPORT HAS BEEN REVIEWED BY COF AND ALL RECOMMENDATIONS ARE INCLUDED ON THIS SHEET AS WELL AS SHEET C4.3.

CITY OF FRANKLIN ROW & ACCESS GENERAL NOTES

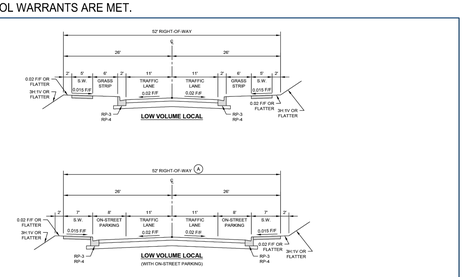
1. PRIOR TO BEGINNING ANY CONSTRUCTION, THE DEVELOPER AND/OR CONTRACTOR, SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY LAW. SUCH PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE REQUIRED BY STATE OF TENNESSEE, WILLIAMSON COUNTY AND OTHER CITY OF FRANKLIN AGENCIES.
2. ALL OFF-SITE WORK WITHIN THE 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.
5. LOCATING AND COORDINATION FOR THE RELOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. TENNESSEE'S ONE-CALL AND THE CITY OF FRANKLIN UTILITY LOCATION SERVICE SHALL BE UTILIZED IN ADDITION TO COORDINATION WITH LOCAL UTILITY OWNERS. THE CONTRACTOR SHALL AT ALL TIMES PROTECT EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR COSTS DUE TO DAMAGE CAUSED TO ANY UTILITY LINES.
6. ALL TEMPORARY STRIPING SHALL CONFORM TO "STANDARD SPECIFICATIONS FOR 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.

STREET LIGHT NOTE:

STREET LIGHTS SHALL HAVE A LED LIGHT SOURCE.

ADDITIONAL TIS RECOMMENDATIONS:

- AS PART OF THE CONSTRUCTION OF THE PROJECT, ALL INTERNAL AND EXTERNAL DRIVEWAY CONNECTIONS SHOULD BE DESIGNED SUCH THAT THE DEPARTURE SIGHT TRIANGLES, AS SPECIFIED BY AASHTO, WILL BE CLEAR OF ALL SIGHT OBSTRUCTIONS, INCLUDING LANDSCAPING, EXISTING VEGETATION, MONUMENT SIGNS/WALLS, FENCES, ETC.
- FINAL DESIGN OF INTERNAL ROADWAYS AND PARKING SHOULD MEET ALL CITY OF FRANKLIN'S STANDARDS AND THE LATEST VERSION OF "A POLICY OF GEOMETRIC DESIGN OF HIGHWAY AND STREETS" PUBLISHED BY AASHTO. ANY PARKING LOTS AND STREETS ASSOCIATED WITH THE DEVELOPMENT SHOULD ENSURE THAT PASSENGER CARS AND EMERGENCY VEHICLES ARE CAPABLE OF MAKING ALL TURNING MOVEMENTS. INTERNAL INTERSECTIONS SHOULD BE TWO-WAY STOP-CONTROLLED UNLESS ALL-WAY STOP CONTROL WARRANTS ARE MET.



DESIGN NOTES

A ADDITIONAL RIGHT-OF-WAY OR PUBLIC ACCESS EASEMENT WIDTH SHALL BE PROVIDED AS NEEDED TO ACCOMMODATE ACCESSIBLE ON-STREET PARKING.

LOW VOLUME LOCAL STREET SECTIONS — DWG. NO. TS-6
CITY OF FRANKLIN — NOT TO SCALE — CITY ENGINEER: — DATE: 7/1/2021

FOSTER LANE PROPOSED STREET SECTION

SCALE: 1" = 40'

0 65.6168 131.2336 262.4672 393.7007
GRAPHIC SCALE

SURVEY INFO
PROVIDED BY: S&ME & CHASTAIN SKILLMAN
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS
KV+D KISER VOGRIN DESIGN
5005 MERIDIAN BLVD. SUITE 100
FRANKLIN, TN 37067
MAIN: 615.769.0567
WWW.KISERVOGRIN.COM

TENNESSEE LICENSED PROFESSIONAL ENGINEER — AGRICULTURE — No. 121924 — STATE OF TENNESSEE

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE:	BY
1	COF RESUBMITTAL	05/04/2023	JYB

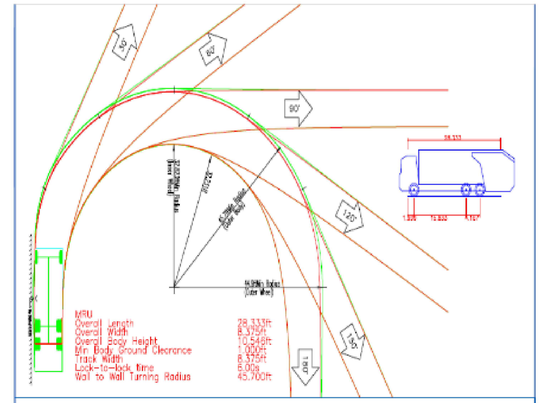
DESIGNED BY: YB
DRAWN BY: JM
CHECKED BY: BD
DATE: 04/10/23

F.I.E PROJECT NO. 1060-15

DRAWING TITLE: ROW & ACCESS PLAN

SHEET NUMBER C4.0

Thursday, May 4, 2023
21060_Kiser Vogrin\15 - 228 Franklin RdOut\Sheets\1800-16_Site Layout Plan.dwg



TRUCK MODEL	LEU
Front Axle Model	FXL20
Wheel Type	steel
Wheel Size	22.5 X 9
Tire Size	315/80X22.5

TRUCK MODEL	LEU	FXL20
CHASSIS WHEELBASE (IN.)	210	INCHES
BOGIE WHEELBASE (IN.)	50	INCHES
FRONT AXLE PIVOT CENTERS (IN.)	69.92	INCHES
FRONT AXLE TREAD CENTERS (IN.)	80.64	INCHES
INSIDE WHEEL TURNING ANGLE	41	DEGREES
OUTSIDE WHEEL TURNING ANGLE	32.01	DEGREES

MACK TURNING RADIUS	36.6	FEET
MACK CURB RADIUS	37.1	FEET
MACK WALL RADIUS	43.2	FEET

Mack MRU Tandem Axle
Front Loader

CITY OF FRANKLIN ENGINEERING
109 THIRD AVE SOUTH
FRANKLIN, TN 37064

TRASH COLLECTIONAPPARATUS SPECIFICATIONS

- OVERALL LENGTH = 28.333'
- OVERALL WIDTH = 8.375'
- OVERALL BODY HEIGHT = 10.546'
- MIN BODY GROUND CLEARANCE = 1'
- TRACK WIDTH = 8.375'
- LOCK-TO-LOCK TIME = 6.00 SECONDS
- WALL TO WALL TURNING RADIUS = 45.7'
- FRONT AXLE MODEL = FXL20
- WHEEL TYPE = STEEL
- WHEEL SIZE = 22.5X9
- CHASSIS WHEELBASE (IN) = 210"
- BOGIE WHEELBASE (IN.) = 50"
- FRONT AXLE PIVOT CENTERS (IN). = 69.92"
- FRONT AXLE TREAD CENTERS (IN). = 80.64"
- INSIDE WHEEL TURNING ANGLE = 41°
- OUTSIDE WHEEL TURNING ANGLE = 32.01°
- BACK TURNING RADIUS = 36.6'
- MACK CURB RADIUS = 37.1'
- MACK WALL RADIUS = 43.2'

0 20 40 80 120
SCALE: 1" = 40'

SURVEY INFO
PROVIDED BY: S&ME & CHASTAIN SKILLMAN
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS

KV+D
KISER VOGRIN DESIGN
5005 MERIDIAN BLVD, SUITE 100
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WWW.KISERVOGRIN.COM

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/2023	JYB

DESIGNED BY:	YB
DRAWN BY:	JM
CHECKED BY:	BD
DATE:	04/10/23

FLE PROJECT NO.
1060-15

DRAWING TITLE:
REFUSE COLLECTION PLAN

SHEET NUMBER
C4.1

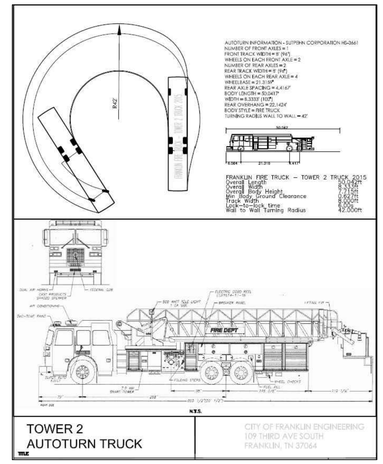
Thursday, May 4, 2023
Z:\1060_Kiser Vogrin\15 - 228 Franklin Rd\Cad\Sheets\1060-15_Refuse Collection Plan.dwg

LEGEND

- VEHICLE PATH
- TIRES
- VEHICLE BODY

APPARATUS SPECIFICATIONS

- NUMBER OF FRONT AXLES =1
- FRONT TRACK WIDTH = 8'
- WHEELS ON EACH FRONT AXLE = 2
- NUMBER OF REAR AXLES = 2
- REAR TRUCK 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'
- GROSS VEHICLE WEIGHT: 67,000 LB
- TRAVEL PATH DESIGN SPEED: 5 MPH



COF FIRE TRUCK APPARATUS
(DESIGN SPEED MAX 5 MPH)

0 20 40 80 120
SCALE: 1" = 40'

SURVEY INFO
PROVIDED BY: S&ME & CHASTAIN SKILLMAN
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

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209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/2023	JYB

DESIGNED BY:	YB
DRAWN BY:	JM
CHECKED BY:	BD
DATE:	04/10/23

FLE PROJECT NO.
1060-15

DRAWING TITLE:
FIRE ACCESS PLAN

SHEET NUMBER
C4.2

Thursday, May 4, 2023
Z:\1060_Kiser Vogrin\15 - 228 Franklin Rd\CadSheets\1060-15_Fire Access Plan.dwg

7. RECOMMENDATIONS

The analyses presented in this study indicate that the impacts of the proposed project on the existing street network will be manageable by providing the recommendations below. The recommendations are as follows:

Liberty Pike and Foster Lane

- The northbound approach of Foster Lane should be stop-controlled, and a stop bar and R1-1 'Stop' sign should be installed on the egress approach.
- The northbound approach of Foster Lane should be restricted to right-in/right-out only.
  - In conjunction with The Middle Eight development, a median is proposed on Liberty Pike that will restrict access into Foster Lane. Should the median not be constructed, then an island should be designed and constructed to fully restrict left-turn movements.
- Foster Lane should be designed to include sufficient width for one entering lane and one exiting lane.

Daniels Drive and Foster Lane

- The eastbound approach of Foster Lane should be stop-controlled, and a stop bar and R1-1 'Stop' sign should be installed on the egress approach.
- Foster Lane should be designed to include sufficient width for one entering lane and a minimum one exiting lane.

Liberty Pike and Daniels Drive/Factory Access

- Widen the northbound approach from one lane for all turning movements to one left-turn lane with approximately 100 feet of storage and a shared through/right-turn lane.
- A traffic signal is not warranted under projected conditions based on the trips generated by The Middle Eight development. As the Factory site to the north develops, however, the intersection should be monitored for the need to provide a traffic signal.
  - Additional mitigations such as all-way stop control or a roundabout were taken into consideration; however, all-way stop control did not improve operations for all approaches. Additionally, the roundabout is not recommended due to limited right-of-way along Liberty Pike.

Signal Timing Optimization and Coordination

- Signal timings at all the signalized study intersections along Franklin Road should be optimized upon completion of the development. Additionally, the traffic signals along Franklin Road are running free during construction on Franklin Road. Signal timing coordination should be considered to improve traffic operations.

Travel Demand Management

- It is recommended that the development provide residents extensive information about area transit service including routes, nearby stops, and schedules. This information may be provided by an informational kiosk, maps, or posters at prominent locations.
- Parking/storage options should be provided for bicycles on-site.

Pedestrian, Bicycle, and Transit Infrastructure

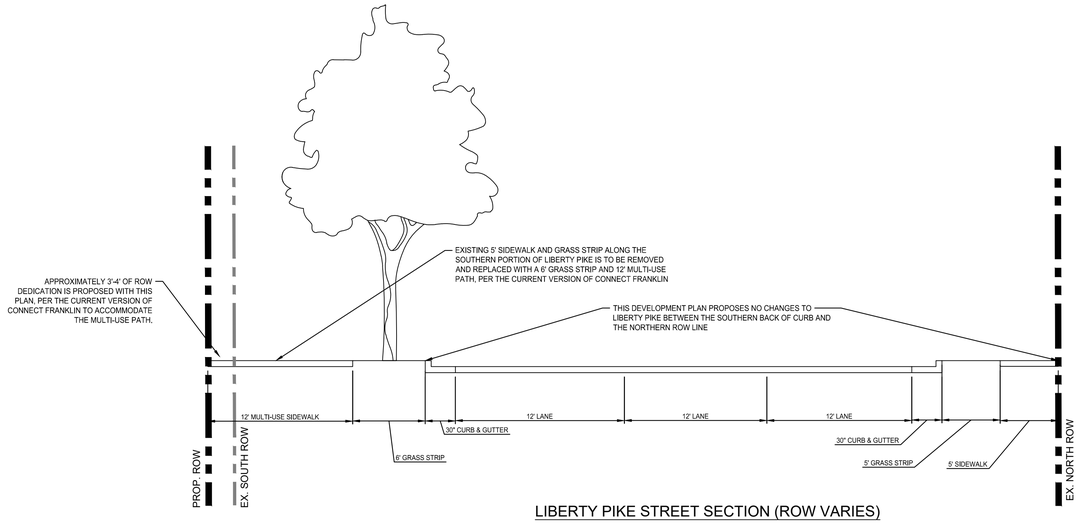
- Provide and/or improve crosswalks, detectable warning mats, and curb ramps at the intersections along the frontage of the project site.

Additional Recommendations

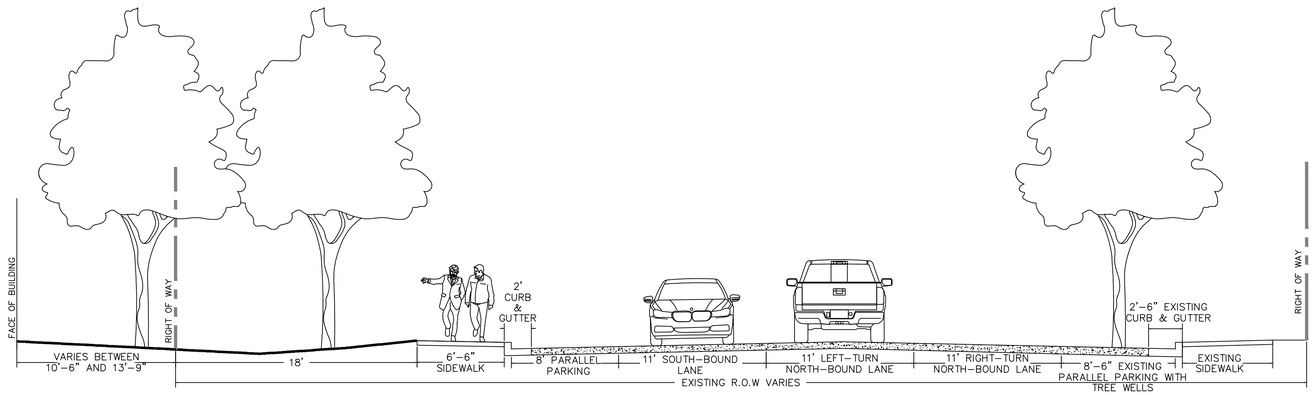
- As part of the construction of the project, all internal and external driveway connections should be designed such that the departure sight triangles, as specified by AASHTO, will be clear of all sight obstructions, including landscaping, existing vegetation, monument signs/walls, fences, etc.
- Final design of internal roadways and parking should meet all City of Franklin's standards and the latest version of "A Policy of Geometric Design of Highways and Streets" published by AASHTO. Any parking lots and streets associated with the development should ensure that passenger cars and emergency vehicles are capable of making all turning movements. Internal intersections should be two-way stop-controlled unless all-way stop control warrants are met.

In summary, based on the analyses conducted, no further recommendations are presented for the proposed The Middle Eight development.

TIS RECOMMENDATIONS TAKEN FROM KCI TRAFFIC IMPACT STUDY DATED 04/27/2023.



LIBERTY PIKE STREET SECTION (ROW VARIES)



DANIELS DRIVE PROPOSED STREET SECTION

SURVEY INFO
PROVIDED BY: S&ME & CHASTAIN SKILLMAN
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

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KISER VOGRIN DESIGN
5005 MERIDIAN BLVD. SUITE 100
FRANKLIN, TN 37067
MAIN: 615.769.0567
WWW.KISERVOGRIN.COM

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/2023	JYB

DESIGNED BY: YB
DRAWN BY: JM
CHECKED BY: BD
DATE: 04/10/23

FLE PROJECT NO.
1060-15

DRAWING TITLE:
TIS & STREET SECTIONS

SHEET NUMBER
C4.3

Thursday, May 4, 2023
Z:\1060_Kiser Vogrin\1-x-228 Franklin Rd\Civil\Sheets\1060-15_Site Layout Plan.dwg

COF FIRE HYDRANT FLOW DATA:

FLOWING HYDRANT H108 321 (LIBERTY PIKE & DANIELS DRIVE)
STATIC - 85 PSI
FLOW (PITOT) - 37 PSI

MONITORING HYDRANT H108 327 (DANIELS DRIVE & JAMISON STATION LANE)
STATIC - 91 PSI
RESIDUAL - 79 PSI

FLOW @ 20 PSI = 1556 GPM
PERFORMED BY DAVID LINDSEY OF ALLSTAR FIRE PROTECTION INC. ON 1/17/2023

LEGEND

- DW — DOMESTIC WATER SERVICE
- G — GAS SERVICE
- SAN — SANITARY SEWER SERVICE
- OH-E — OVERHEAD ELECTRIC SERVICE
- OH-T — OVERHEAD TELEPHONE SERVICE
- UD — PERVIOUS PAVEMENT UNDERDRAIN
- RD — ROOF DRAIN TRUNK LINE
- STORM PIPE (SEE PLANS FOR MATERIAL).
- 562 — EXISTING CONTOUR
- 562 — PROPOSED CONTOUR
- DRIVEWAY CENTERLINE
- PROPERTY LINE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- CURB INLET
- CATCH BASIN
- NYLOPLAST DRAIN BASIN
- XXX.XX / XXX.XX — TOP OF CURB SPOT ELEVATION / BOTTOM OF CURB SPOT ELEVATION
- ELECTRIC/COMMUNICATION POLE
- TW:XXX.XX / BW:XXX.XX — RETAINING WALL TOP OF WALL / FINISHED GRADE AT BOTTOM OF WALL

UTILITY DEPTH NOTE:

ALL PUBLIC UTILITIES (WATER,SEWER, STORM) TO COMPLY WITH CITY OF FRANKLIN MINIMUM DEPTH AND MAXIMUM DEPTH SPECIFICATIONS.

MILL AND OVERLAY NOTE:

PER COF REQUIREMENTS, CONTRACTOR TO ASSUME MILL AND OVERLAY OF FULL LANE WIDTH FOR ANY PUBLIC ROW PAVEMENT THAT IS DISTURBED FOR UTILITY INSTALL OR OTHER CONSTRUCTION OPERATIONS.

WEST BUILDING NOTE:

THE WEST BUILDING OF THE MIDDLE EIGHT IS ONE RESIDENTIAL BUILDING ACCORDING TO THE 2018 INTERNATIONAL BUILDING CODE, ADOPTED BY THE CITY OF FRANKLIN. THE RELEVANT SECTIONS FOR THIS DETERMINATION ARE SECTION 202, SECTION 310.4, SECTION 503.1.2, AND SECTION 506.2.3.

UTILITY NETWORK NARRATIVE:

THE PROPOSED PROJECT WILL UTILIZE EXISTING UTILITIES ADJACENT TO THE SITE TO PROVIDE WATER, SANITARY SEWER, ELECTRIC, GAS AND COMMUNICATION WITH MAIN EXTENSIONS THROUGHOUT THE PUBLIC ROADS WITHIN THE DEVELOPMENT. ADDITIONAL FIRE HYDRANTS ARE TO BE INSTALLED TO PROVIDE ADEQUATE FIRE PROTECTION HOSE COVERAGE. COF WILL SERVE THE SITE.

IMPACT STATEMENT:

THE DEMAND OF THE PROPOSED DEVELOPMENT CAN BE ADEQUATELY ACCOMMODATED BY THE EXISTING INFRASTRUCTURE, AND THE PROJECT IS NOT ANTICIPATED TO HAVE A NEGATIVE EFFECT ON THE UTILITIES OR OTHER USERS THEREOF. THE PROJECT WILL USE CITY OF FRANKLIN DOMESTIC, FIRE AND IRRIGATION WATER SERVICE, AS WELL AS SANITARY SEWER SERVICE PROVIDED BY CITY OF FRANKLIN.

UTILITY CONTACTS:

COF WATER MANAGEMENT INSPECTIONS
CITY OF FRANKLIN SEWER AND WATER
124 LUMBER DRIVE
FRANKLIN, TN 37064
CONTACT: BEN MCNEIL
BEN.MCNEIL@FRANKLINTN.GOV
615-794-4554

GAS SERVICE
ATMOS ENERGY
220 NOAH DRIVE
FRANKLIN, TN 37064
CONTACT: RON MYATT
RON.MYATT@ATMOSENERGY.COM
615-566-3073

COMMUNICATION SERVICE
COMCAST
660 MAINSTREAM DRIVE
NASHVILLE, TN 37228
CONTACT: MARLON FRIZZELL
MARLON_FRIZZELL@CABLE.COMCAST.COM
615-244-7462X1115647

ELECTRIC SERVICE
MIDDLE TN ELECTRIC MEMBERSHIP CORP.
2156 EDWARD CURD LANE
FRANKLIN, TN 37067
CONTACT: BRADLEY BRANDON
BRADLEY.BRANDON@MTEMC.COM
615-595-4683

COMMUNICATION SERVICE
AT&T
500 LIBERTY PIKE
FRANKLIN, TN 37064
CONTACT: DAVID TUTTEROW
DT8243@ATT.COM
615-595-7816

CITY OF FRANKLIN 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.

UTILITY PLAN DATA CHART

FACILITY TYPE: SINGLE FAMILY - 21 HOMES
MULTIFAMILY - 254 TOTAL UNITS
126 - 1 BEDROOM OR STUDIO
88 - 2 BEDROOM
40 - 3 BEDROOM
3,000 SF RESTAURANT

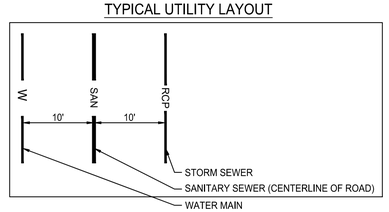
UNIT FLOW (GPD): 250 GPD FOR 1 BEDROOM
300 GPD FOR 2 BEDROOM
350 GPD FOR 3 BEDROOM, SINGLE FAMILY, DUPLEXES, & TOWNHOMES.
35 GPD / SEAT (RESTAURANT)

NUMBER OF UNITS: 232.4 UNITS OF FLOW (350 GPD/UNIT)

TOTAL FLOW: 81,350 GPD

**WATER/SEWER CAPACITY REQUEST HAS BEEN SUBMITTED TO COF AS OF 02/16/2023

TYPICAL UTILITY LAYOUT



0 25 50 100 150
SCALE: 1" = 50'

SURVEY INFO
PROVIDED BY: S&ME & CHASTAIN SKILLMAN
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

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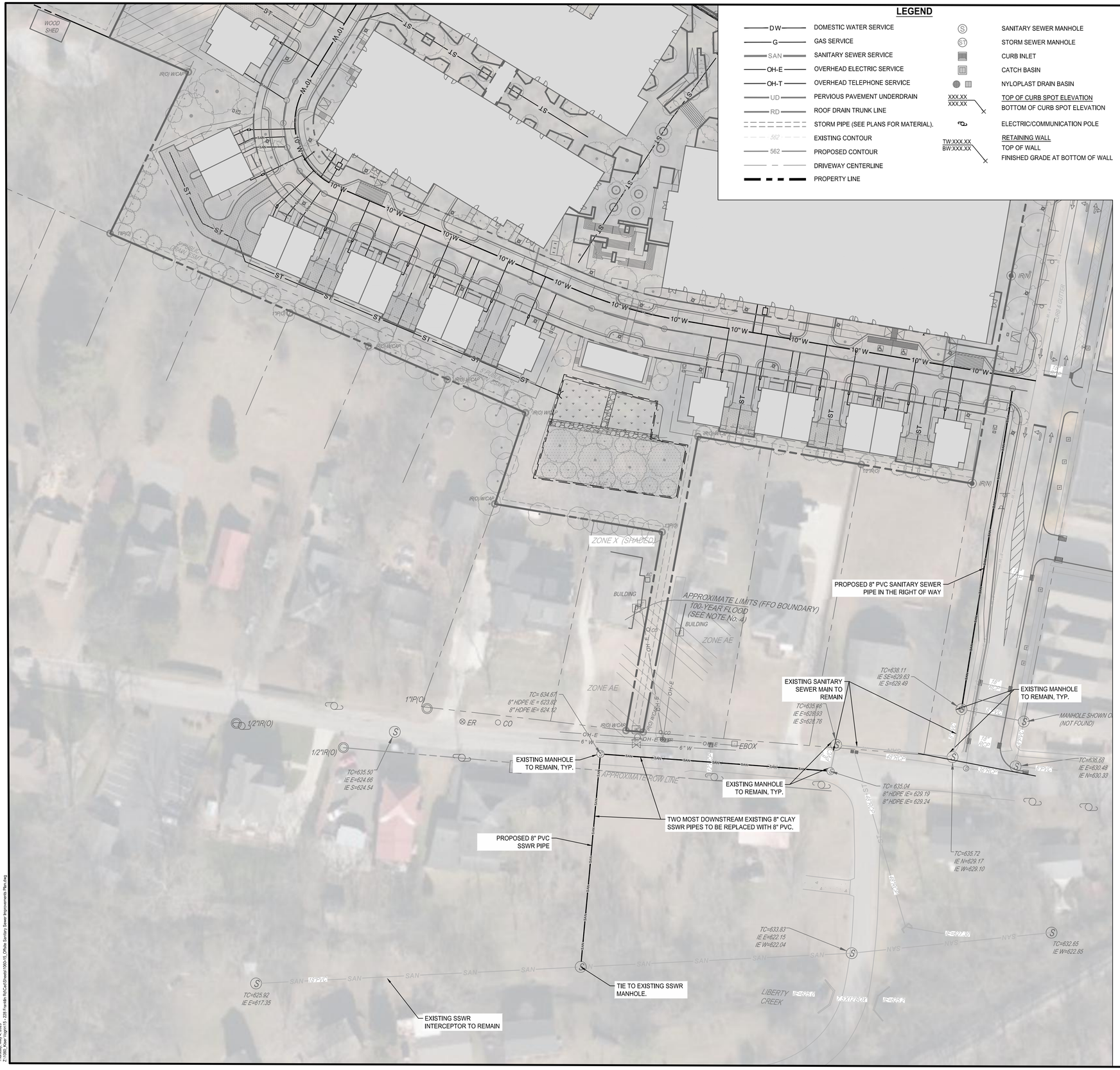
DRAWN BY: JM
CHECKED BY: BD
DATE: 04/10/23

FLE PROJECT NO.
1060-15

DRAWING TITLE:
SITE UTILITY PLAN

SHEET NUMBER
C5.0

Thursday, May 4, 2023
21:1060_Kiser Vogrin Fr - 209 Franklin Rd\Cad\Sheets\1060-15_Site Utility Plan.dwg



LEGEND

- DW — DOMESTIC WATER SERVICE
- G — GAS SERVICE
- SAN — SANITARY SEWER SERVICE
- OH-E — OVERHEAD ELECTRIC SERVICE
- OH-T — OVERHEAD TELEPHONE SERVICE
- UD — PERVIOUS PAVEMENT UNDERDRAIN
- RD — ROOF DRAIN TRUNK LINE
- STORM PIPE (SEE PLANS FOR MATERIAL).
- 562 — EXISTING CONTOUR
- 562 — PROPOSED CONTOUR
- DRIVEWAY CENTERLINE
- PROPERTY LINE
- (S) — SANITARY SEWER MANHOLE
- (ST) — STORM SEWER MANHOLE
- CURB INLET
- CATCH BASIN
- NYLOPLAST DRAIN BASIN
- XXX.XX / XXX.XX — TOP OF CURB SPOT ELEVATION / BOTTOM OF CURB SPOT ELEVATION
- ELECTRIC/COMMUNICATION POLE
- TW:XXX.XX / BW:XXX.XX — RETAINING WALL TOP OF WALL / FINISHED GRADE AT BOTTOM OF WALL

CITY OF FRANKLIN 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.

MILL AND OVERLAY NOTE:
PER COF REQUIREMENTS, CONTRACTOR TO ASSUME MILL AND OVERLAY OF FULL LANE WIDTH FOR ANY PUBLIC ROW PAVEMENT THAT IS DISTURBED FOR UTILITY INSTALLATION OR OTHER CONSTRUCTION OPERATIONS.

OFFSITE SANITARY SEWER NOTE:
OFFSITE IMPROVEMENTS SHOWN ON THIS PLAN ARE PRELIMINARY BASED ON FEEDBACK FROM BEN MCNEIL AT COF WATER MANAGEMENT DEPARTMENT. FINAL LAYOUT AND EXTENTS OF OFFSITE SANITARY SEWER IMPROVEMENTS TO BE FULLY DEFINED AT SITE PLAN STAGE.

UTILITY CONTACT:
CITY OF FRANKLIN WATER DEPARTMENT
124 LUMBER DRIVE
FRANKLIN, TN 37064
615-794-4554
ATTN: UTILITY INSPECTOR

0 20 40 80 120
SCALE: 1" = 40'

SURVEY INFO
PROVIDED BY: S&ME & CHASTAIN SKILLMAN
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS
KV+D
KISER VOGRIN DESIGN
5005 MERIDIAN BLVD. SUITE 100
FRANKLIN, TN 37067
MAIN: 615.769.0567
WWW.KISERVOGRIN.COM

DEVELOPMENT PLAN

THE MIDDLE EIGHT

209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/2023	JYB

DESIGNED BY: YB
DRAWN BY: JM
CHECKED BY: BD
DATE: 04/10/23

FLE PROJECT NO.
1060-15

DRAWING TITLE:
OFFSITE SANITARY SEWER IMPROVEMENTS

SHEET NUMBER
C5.1

Thursday, May 4, 2023
2:17:00pm User: Vogrin15 - 209 Franklin R:\Civil\Sheets\1000 & Offsite Sanitary Sewer Improvements Plan.dwg

GENERAL NOTE:
* BASE OF TREE LOCATED OFF SITE

THE MIDDLE EIGHT - TREE CHART

TREE NO.	TREE DBH (INCHES)	TREE SPECIES	TREE HEALTH	SPECIMEN TREE	TREES TO REMAIN	TREES TO BE REMOVED
1	8	GINKGO	GOOD	NO		X
2	8	GINKGO	GOOD	NO		X
3	8	GINKGO	GOOD	NO		X
4	8	GINKGO	GOOD	NO		X
5	8	GINKGO	GOOD	NO		X
6*	12	POPLAR*	GOOD	NO	X	
7	12	SYCAMORE	GOOD	NO	X	
8	12	SYCAMORE	GOOD	NO	X	
9	24	HACKBERRY	POOR	YES		X
10	18	HACKBERRY	GOOD	NO		X
11	15	POPLAR	GOOD	NO		X
12	10	BOX ELDER	GOOD	NO		X
13	10	BOX ELDER	GOOD	NO		X
14	26	HACKBERRY	POOR	YES		X
15	24	HACKBERRY	GOOD	YES		X
16	24	HACKBERRY	POOR	YES		X
17	48	HACKBERRY	GOOD	YES		X
18	48	BLACK CHERRY	POOR	YES		X
19	36	HACKBERRY	POOR	YES		X
20	18	HACKBERRY	GOOD	NO		X
21	36	BLACK CHERRY	GOOD	YES		X
22	18	BLACK CHERRY	GOOD	NO		X
23	18	HACKBERRY	POOR	NO		X
24	36	OAK	GOOD	YES		X
25	32	OAK	POOR	YES		X
26	32	HACKBERRY	POOR	YES		X
27	18	HACKBERRY	GOOD	NO		X
28	12	OAK	POOR	NO		X
29	12	HACKBERRY	POOR	NO		X
30	24	BLACK CHERRY	POOR	YES		X
31	24	POPLAR	POOR	YES		X
32	24	POPLAR	POOR	YES		X
33	12	(TRIPLE) OAK	POOR	NO		X
34	15	OAK	POOR	NO		X
35	12	BLACK CHERRY	POOR	NO		X
36	15	BLACK CHERRY	POOR	NO		X
37	10	HACKBERRY	POOR	NO		X
38	18	BLACK CHERRY	POOR	NO		X
39	20	SILK TREE	GOOD	NO		X
40	20	ELM	POOR	NO		X
41	36	OAK*	POOR	YES		X
42	40	BLACK CHERRY	POOR	YES		X
43	36	HACKBERRY*	POOR	YES		X
44	20	BLACK CHERRY*	POOR	NO		X
45	18	HACKBERRY	POOR	YES		X
46	30	HACKBERRY*	POOR	YES		X
47*	24	HACKBERRY	POOR	YES		X
48*	18	HACKBERRY	POOR	NO		X
49	42	BLACK CHERRY	POOR	YES		X
50	24	HACKBERRY*	POOR	YES		X
51	42	ELM*	POOR	YES		X
52	30	BLACK CHERRY	POOR	YES		X
53	24	HACKBERRY*	GOOD	YES		X
54*	36	BLACK CHERRY	POOR	YES		X
55	18	HACKBERRY	GOOD	NO	X	
56	20	HACKBERRY	POOR	NO		X
57	8	HACKBERRY*	GOOD	NO	X	
58*	20	HACKBERRY*	POOR	NO	X	
59*	14	BLACK CHERRY	POOR	NO		X
60	14	HACKBERRY	POOR	NO	X	
61	14	HACKBERRY*	GOOD	NO	X	
62*	20	HACKBERRY	POOR	NO	X	
63	8	HACKBERRY	GOOD	NO		X
64	12	HACKBERRY*	GOOD	NO	X	
65*	18	HACKBERRY	GOOD	NO		X
66*	18	ELM	GOOD	NO	X	
67*	18	ELM*	GOOD	NO	X	
68	12	HACKBERRY*	GOOD	NO	X	
69	12	HACKBERRY*	GOOD	NO	X	
70	12	HACKBERRY	GOOD	NO	X	
71*	28	HICKORY*	GOOD	YES	X	
72	12	ELM	POOR	NO		X
73*	24	BLACK CHERRY*	POOR	YES	X	
74*	8	HACKBERRY	POOR	NO	X	
75	8	HACKBERRY*	GOOD	NO	X	
76*	10	HACKBERRY	GOOD	NO	X	
77	12	HACKBERRY*	GOOD	NO	X	
78	10	HACKBERRY	GOOD	NO	X	
79*	24	BLACK CHERRY*	POOR	YES	X	
80	18	HACKBERRY	GOOD	NO	X	
81*	18	HACKBERRY*	GOOD	NO	X	
82	8	HACKBERRY*	GOOD	NO	X	
83	12	HACKBERRY	GOOD	NO	X	
84	10	HACKBERRY	GOOD	NO	X	
85	10	HACKBERRY*	GOOD	NO	X	
86	18	HACKBERRY*	GOOD	NO	X	
87	8	ELM	GOOD	NO	X	
88	18	HACKBERRY	GOOD	NO	X	
89	18	HACKBERRY	GOOD	NO	X	
90	42	HACKBERRY	GOOD	YES	X	
91*	15	HACKBERRY*	GOOD	NO	X	
92	15	HACKBERRY	GOOD	NO	X	
93	12	(DOUBLE) HACKBERRY*	GOOD	NO	X	
94	15	HACKBERRY*	GOOD	NO	X	
95	24	WALNUT*	GOOD	YES	X	
96	18	WALNUT	GOOD	NO	X	
97*	30	HACKBERRY	GOOD	YES	X	
98	15	(DOUBLE) HACKBERRY	GOOD	NO		X
99	15	BLACK CHERRY	GOOD	NO		X
100	12	BOX ELDER	GOOD	NO		X
101	18	HACKBERRY	GOOD	NO		X
102	15	HACKBERRY	GOOD	NO		X
103	42	BLACK CHERRY	POOR	YES		X
104	15	HACKBERRY	POOR	NO		X
105	15	HACKBERRY	POOR	NO		X
106	30	DOUBLE (BLACK CHERRY)	POOR	YES		X
107	15	BOX ELDER	POOR	NO		X
108	18	HACKBERRY	GOOD	NO		X
109	24	HACKBERRY	POOR	YES		X
110	36	HACKBERRY	POOR	YES		X
111	24	BLACK CHERRY	POOR	YES		X
112	15	BOX ELDER	GOOD	NO		X
113	18	HACKBERRY	POOR	NO		X
114	60	WHITE OAK	POOR	YES		X
115	24	BLACK CHERRY	POOR	YES		X
116	15	BOX ELDER	GOOD	NO		X
117	24	BLACK CHERRY	POOR	YES		X
118	36	HACKBERRY	GOOD	YES		X

LANDSCAPE DATA

SITE ACREAGE:	7.2 AC (313,632 SF)
SITE ZONING DISTRICT AND APPLICABLE OVERLAYS:	BASE ZONING: R4 RESIDENTIAL 4 DISTRICT PROPOSED ZONING: PD4 38.20/3000 | PLANNED DEVELOPMENT OVERLAY ZONING: CENTRAL FRANKLIN OVERLAY, HISTORIC PRESERVATION OVERLAY, & FLOOD FRINGE OVERLAY
MINIMUM REQUIRED LANDSCAPE SURFACE AREA (RATIO & ACREAGE):	20% (62,726.40 SF)
PROVIDED LANDSCAPE SURFACE AREA (RATIO & ACREAGE):	30% (94,169.09 SF)
PERCENTAGE & ACREAGE OF EXISTING HEALTHY CANOPY COVER:	13.5% (42,337 SF)
MINIMUM PERCENTAGE & ACREAGE OF RETAINED CANOPY COVER:	26% (11,008 SF)
PERCENTAGE & ACREAGE OF RETAINED HEALTHY CANOPY COVER PROVIDED:	54.4% (23,011 SF)
NUMBER & DBH OF SPECIMEN TREES REMOVED:	35 (REFER TO TREE CHART FOR HEALTH)
PROPOSED TREE SAVE AREA:	0.53 AC (23,011 SF)

TREE PROTECTION NOTE:

ALL TREE PROTECTION FENCING SHALL BE IN PLACE PRIOR TO THE ISSUANCE OF A GRADING OR LAND DISTURBANCE PERMIT AND SHALL BE MAINTAINED IN GOOD WORKING ORDER UNTIL ALL CONSTRUCTION ACTIVITY IS COMPLETED. NO DISTURBANCE IS PERMITTED IN A TREE PRESERVATION AREA. ANY REQUIRED EROSION CONTROL MEASURES SHALL BE PLACED OUTSIDE OF ANY TREE PROTECTION FENCING.

KEY

- APPROXIMATE EXISTING TREE CANOPY TO BE RETAINED ± 0.53 AC (± 23,011 SF)
- PROPOSED EXISTING TREE CANOPY TO BE REMOVED ± 0.44 AC (± 19,326 SF)
- SUCCESSIONAL GROWTH AREA TO BE REMOVED ± 1.77 AC (± 77,158 SF)
- XX GOOD HEALTH TREE
- XX POOR HEALTH TREE

GOOGLE EARTH PRO AERIAL PHOTO: 10/2021

GENERAL NOTE:
EXISTING TREES IN POOR CONDITION OF HEALTH.

EXAMPLES OF TREES IN POOR CONDITION OF HEALTH:

NORTH

0 50 100 150 feet
SCALE: 1" = 50'

KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

GARY MICHAEL VOGRIN
REGISTERED
TENNESSEE LANDSCAPE ARCHITECT
1224
05-04-23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY: GV
DRAWN BY: GV2
CHECKED BY: KR
DATE: 04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
TREE PRESERVATION PLAN

SHEET NUMBER
L1.0

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SETBACKS
TOWNHOMES (BUILDING NO. 3, 4, 5)
FRONT: 10'
REAR: 13'
SIDE: 8' OR 75'
DUPLEX
FRONT: 10'
REAR: 10', 12' OR 20' (SEE PLAN)
SIDE: 5-10' (SEE PLAN)
SINGLE FAMILY
FRONT:6' OR 10' (SEE PLAN)
REAR:10', 12' OR 75' (SEE PLAN)
SIDE: SEE PLAN*
MULTIFAMILY
FRONT: 0' OR 10' (SEE PLAN)
REAR: 0'
SIDE:0'

LEGEND
MULTIFAMILY
TOWNHOMES
SINGLE FAMILY
DUPLEX
XX BUILDING NUMBER

KV+D KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
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GARY MICHAEL VOGRIN REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 623
05-04-23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY: GV
DRAWN BY: GV2
CHECKED BY: KR
DATE: 04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
RESIDENTIAL LOT DIAGRAMS

SHEET NUMBER
A1.0

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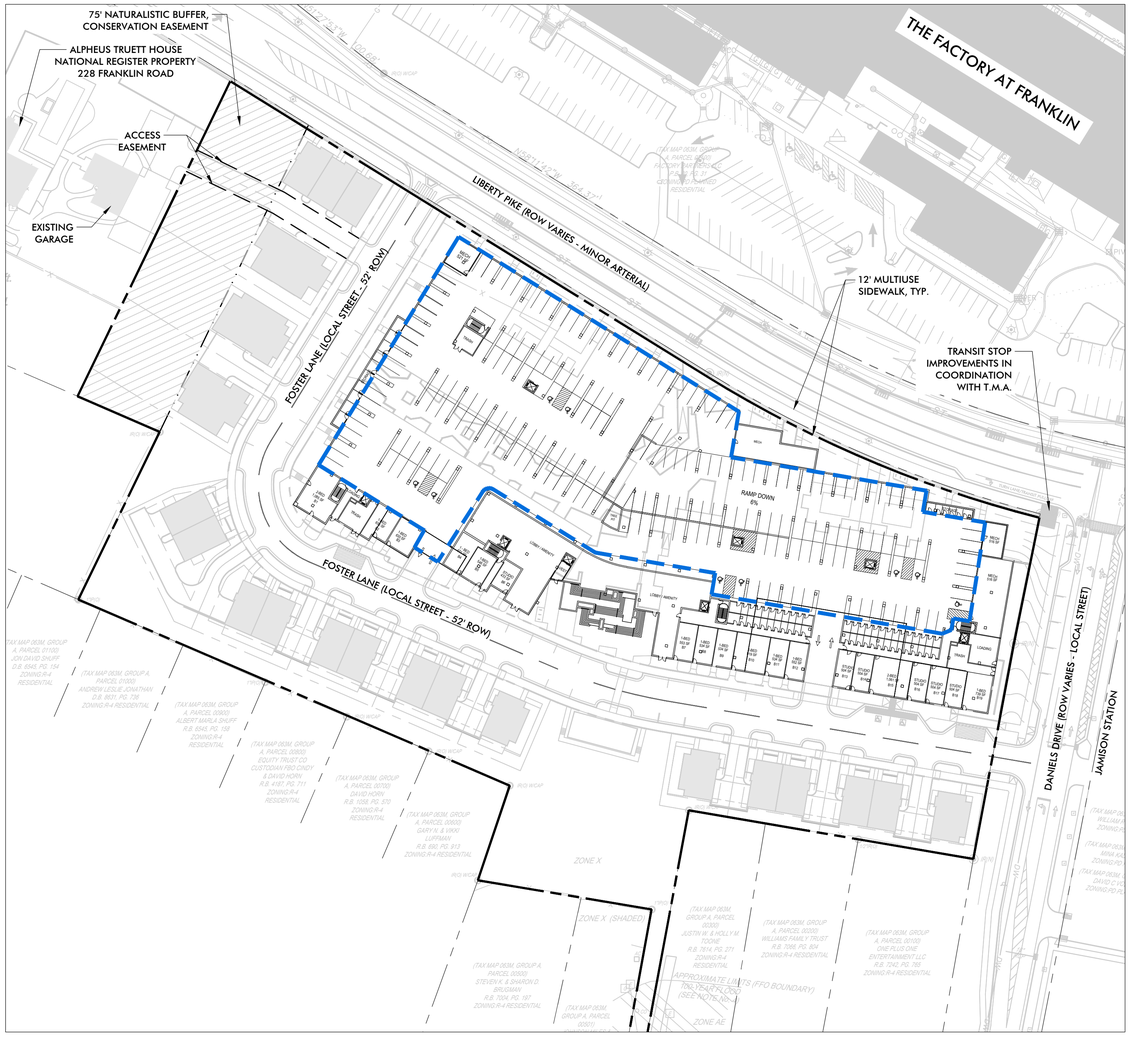
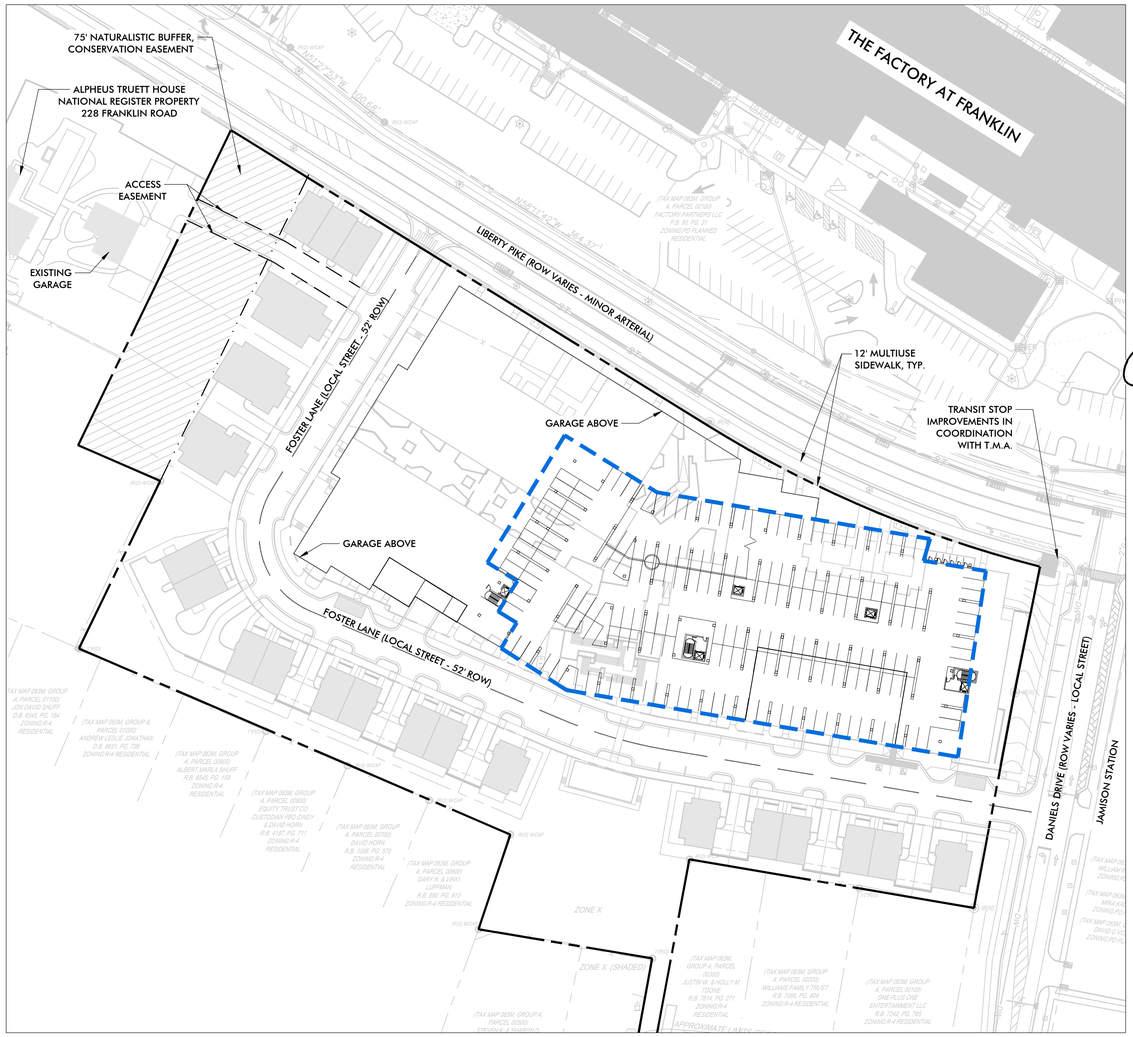


UNDERGROUND PARKING P1



UNDERGROUND PARKING P2

THE MIDDLE EIGHT PARKING DATA*

Use	Parking Requirement (per COF Zoning Ordinance dated 01/01/2023)	Number of Employees on Largest Shift	Outdoor/Indoor Square Footage (SF)	Number of Units	Total Spaces Required per COF Zoning Ordinance dated 01/01/2023	Parking Requirement (per M.O.S. request)	Total Spaces Required per M.O.S. Request & Shared Parking*	Total Spaces Provided	
Duplex/Townhome/ Single-Family								Unit Garages	On-Street/ Parallel
3 Bed Dup & SF House	3			12	36		36	24	13
3 Bed TH	3			3	9		9	6	3
SF House	2			6	12		12	12	0
Total Dup/TH/SF				21	57		57	58	
Multifamily								Parking Garage	On-Street
Studio MF	1.5			30	45	1.02	31	367	20
1 Bed MF	1.5			96	144	1.02	98		
2 Bed MF	2.5			88	220	1.89	167		
3 Bed MF	3			40	120	2.76	111		
Total Multifamily				254	529		407	387	
Restaurant / Café								Parking Garage	On-Street
	7.5 spaces per 1,000 square feet of gross floor area of the building and any outdoor seating area + 0.75 space per employee on largest shift	4	4000		34		34	33	8
							Shared Parking Reduction -32		
Overall Total				275	620		466	486	

* Refer to the Parking Memo dated May 2023 prepared by KCI Technologies for shared parking supplemental data.

MODIFICATION OF STANDARDS REQUEST

THE APPLICANT REQUESTS A MODIFICATION OF STANDARDS REGARDING SECTION 10.1.6 MINIMUM PARKING WITHIN THE FRANKLIN ZONING ORDINANCE. THIS PROPOSED MODIFICATION OF STANDARDS REQUESTS A REDUCTION IN RESIDENTIAL PARKING MINIMUMS FOR THE MULTIFAMILY RESIDENTIAL. THE REDUCTION IS SUPPORTED BY THE PARKING ANALYSIS PROVIDED IN THE ATTACHED PARKING MEMO FROM KCI DATED MAY 2023. REFER TO THE CHART BELOW FOR REQUESTED REDUCTION IN PARKING RATES.

LAND USE		REQUIRED RATES (PER COF ZONING ORDINANCE DATED 01.01.2023	PROPOSED RATES
MULTI-FAMILY	STUDIO	1.5	1.02
	1-BEDROOM	1.5	1.02
	2-BEDROOM	2.5	1.89
	3-BEDROOM	3.0	2.76

NORTH

0 60 120 180 feet

SCALE: 1" = 60'

ANTUNOVICH ASSOCIATES
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JOSEPH M. ANTUNOVICH — REGISTERED ARCHITECT — No. 107036 — STATE OF TENNESSEE

5/4/23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY: GV
DRAWN BY: GV2
CHECKED BY: KR
DATE: 04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE: SITE PARKING DATA

SHEET NUMBER A1.1

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Liberty Pike Elevation Looking South

Partial Street Plan

All building elevations and exterior materials are preliminary and subject to change.

NOTE: THIS PAGE PROVIDES A CONCEPTUAL SECTION AND ILLUSTRATIVE PLAN OF HOW THE SITE MAY BE DEVELOPED IN ACCORDANCE WITH THE PROJECT DEVELOPMENT PLAN. SPECIFIC PLANS WILL BE PROVIDED DURING THE SITE PLAN PHASE.

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JOSEPH M. ANTUNOVICH
REGISTERED ARCHITECT
No. 107034
STATE OF TENNESSEE
5/4/23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
ARCHITECTURAL ELEVATIONS

SHEET NUMBER
A1.2

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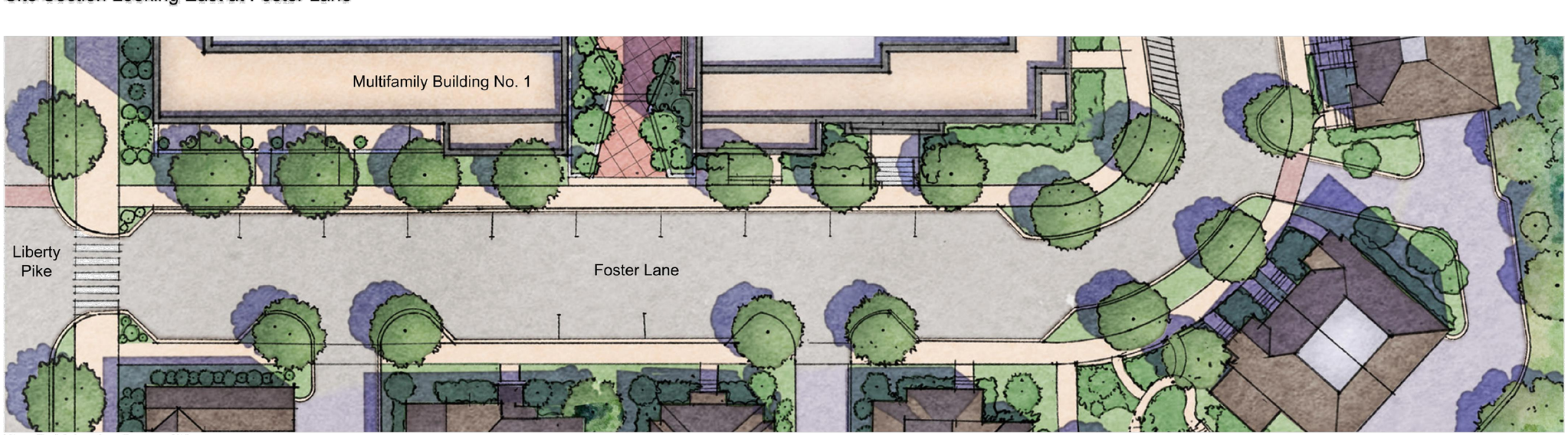
Site Section Looking East at Foster Lane



Partial Foster Lane Plan

All building elevations and exterior materials are preliminary and subject to change.

NOTE: THIS PAGE PROVIDES A CONCEPTUAL SECTION AND ILLUSTRATIVE PLAN OF HOW THE SITE MAY BE DEVELOPED IN ACCORDANCE WITH THE PROJECT DEVELOPMENT PLAN. SPECIFIC PLANS WILL BE PROVIDED DURING THE SITE PLAN PHASE.

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5/4/23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
ARCHITECTURAL ELEVATIONS

SHEET NUMBER
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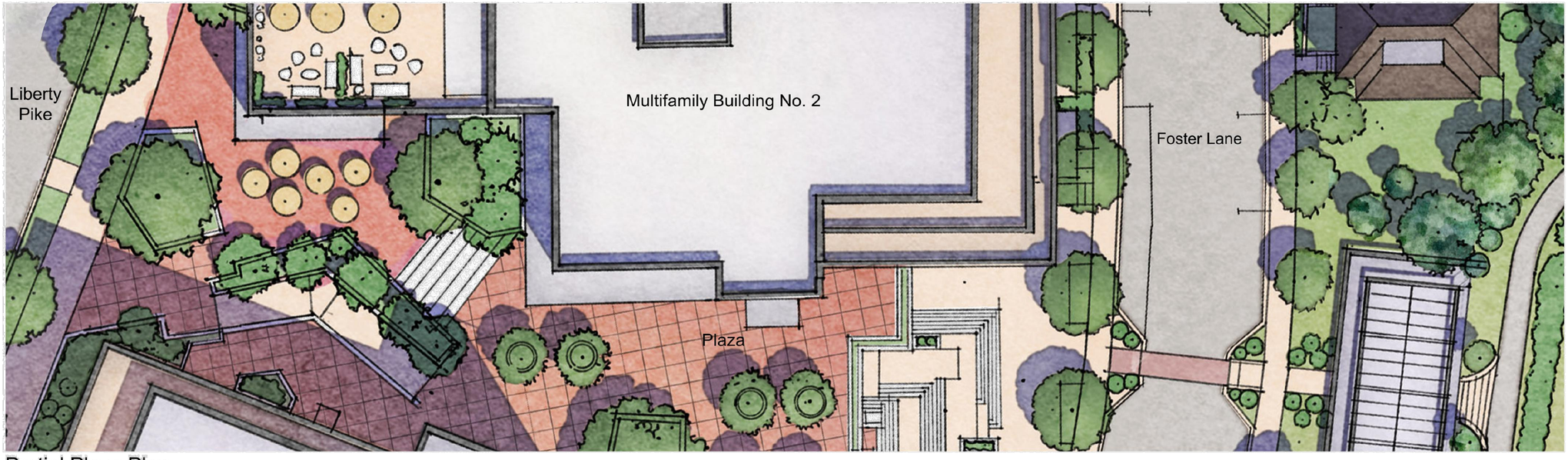
Site Section Looking East at Plaza



Partial Plaza Plan

All building elevations and exterior materials are preliminary and subject to change.

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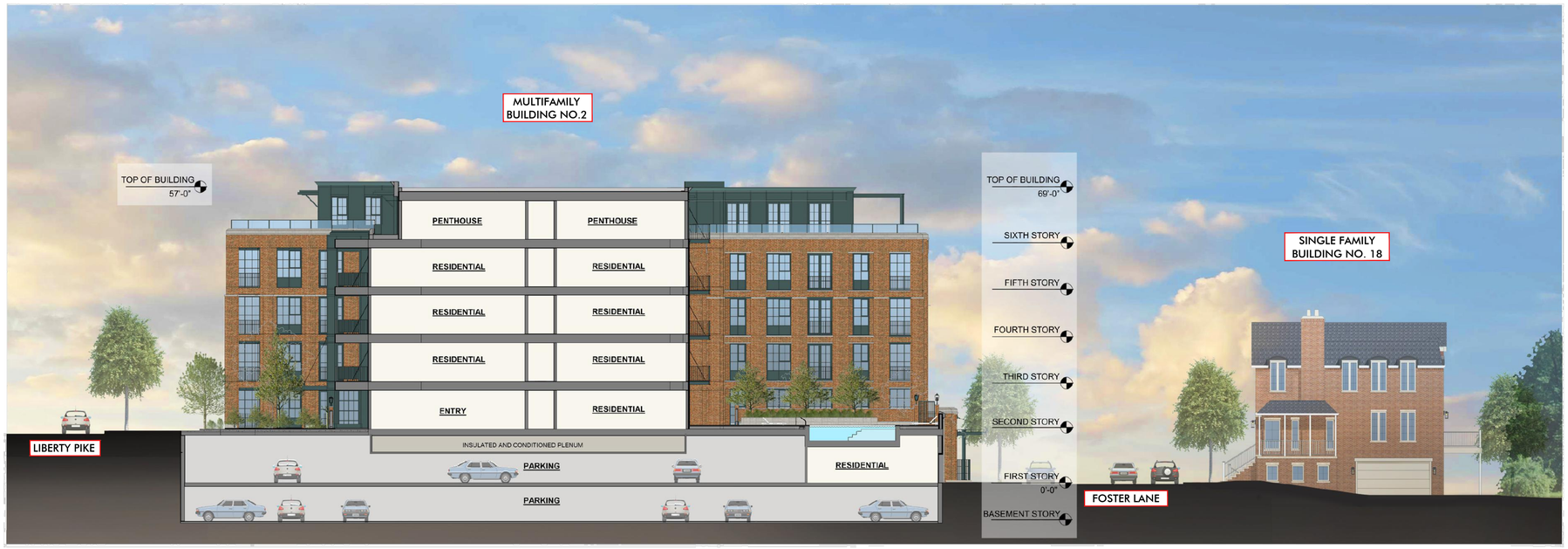
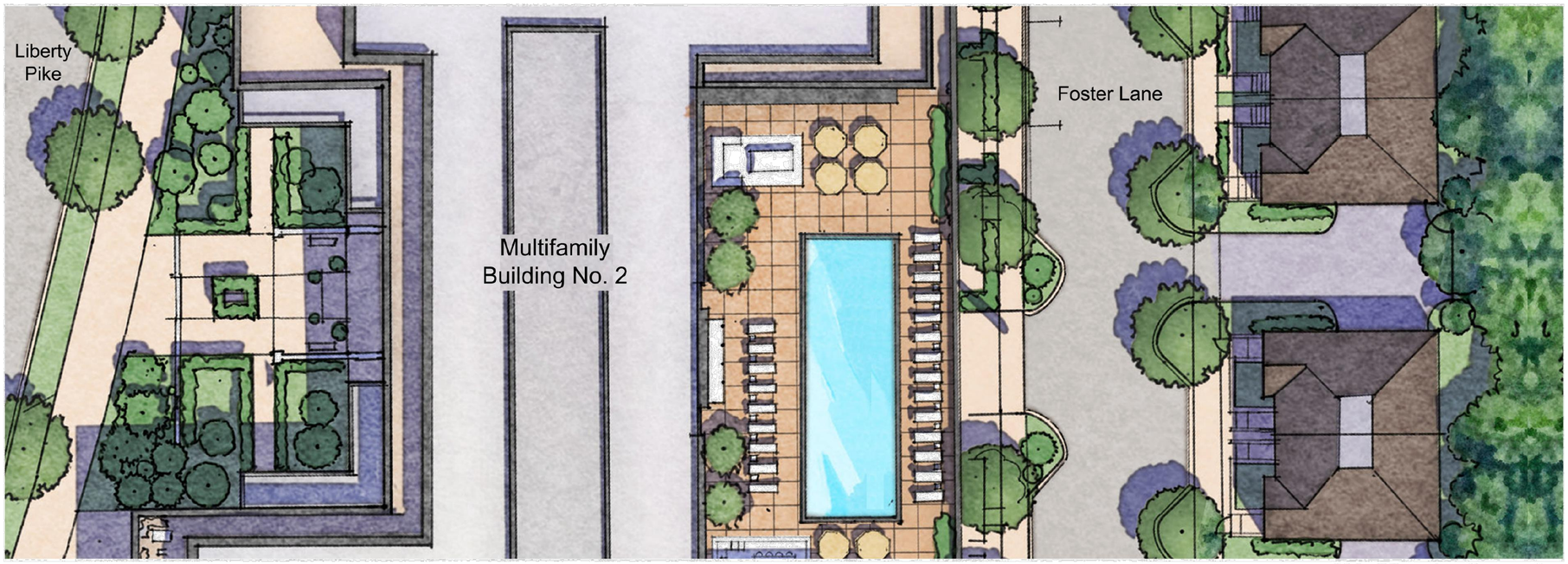


Site Section through Multifamily Building No. 2



Partial Plan of Multifamily Building No. 2

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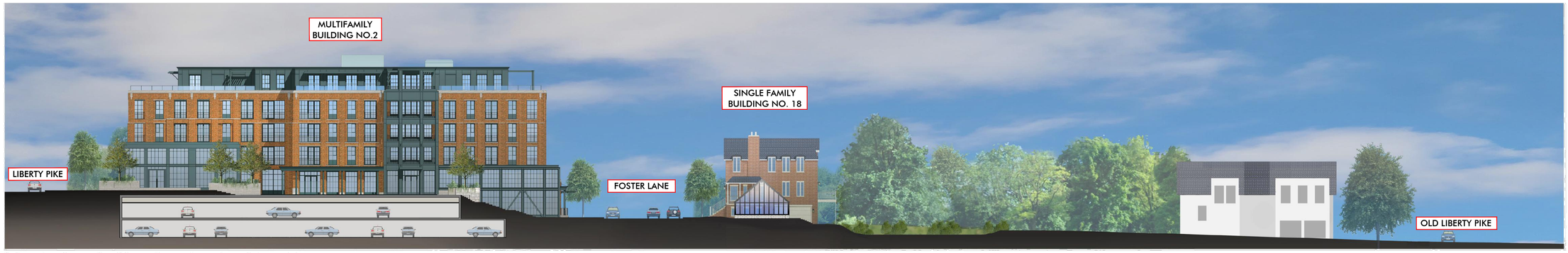

North-South Site Section looking East

Partial Site Plan

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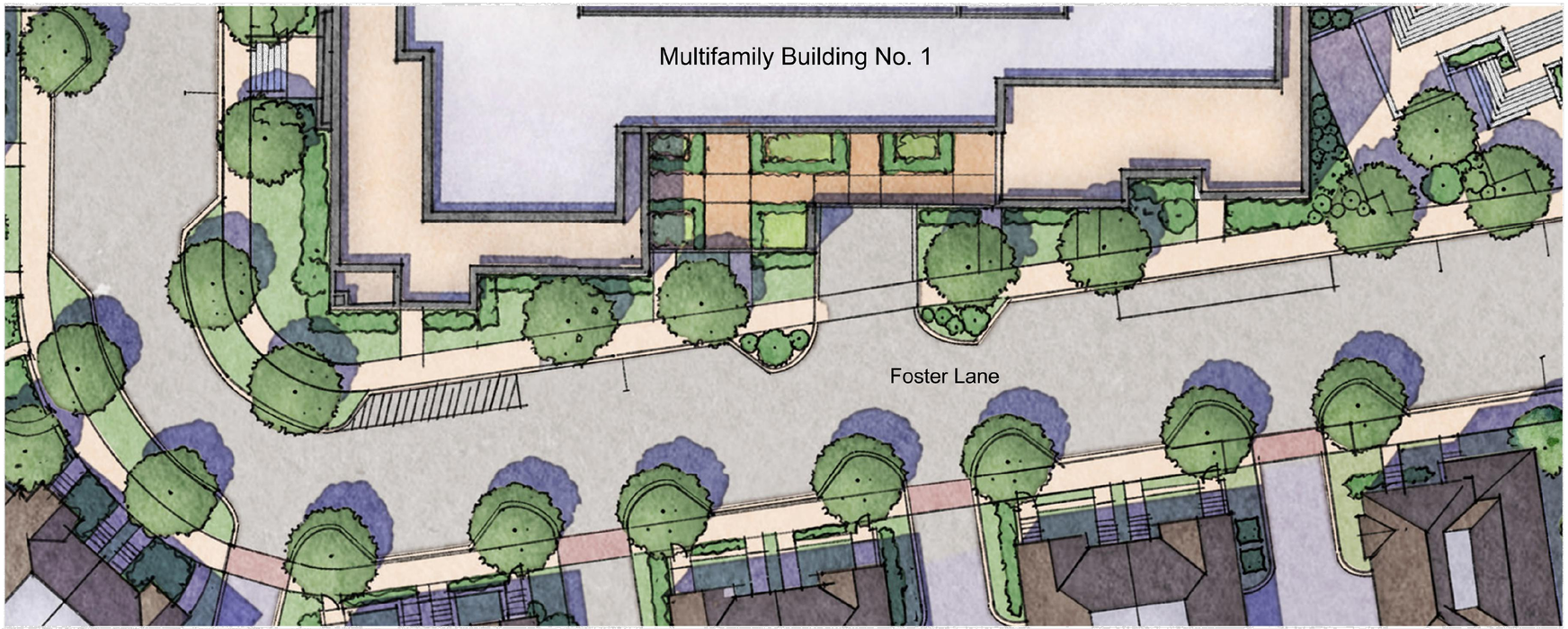
South Elevation of Multifamily Building No. 1



Partial Multifamily Building No. 1 Plan

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South Elevation of Multifamily Building No. 2

Partial Multifamily Building No. 2 Plan

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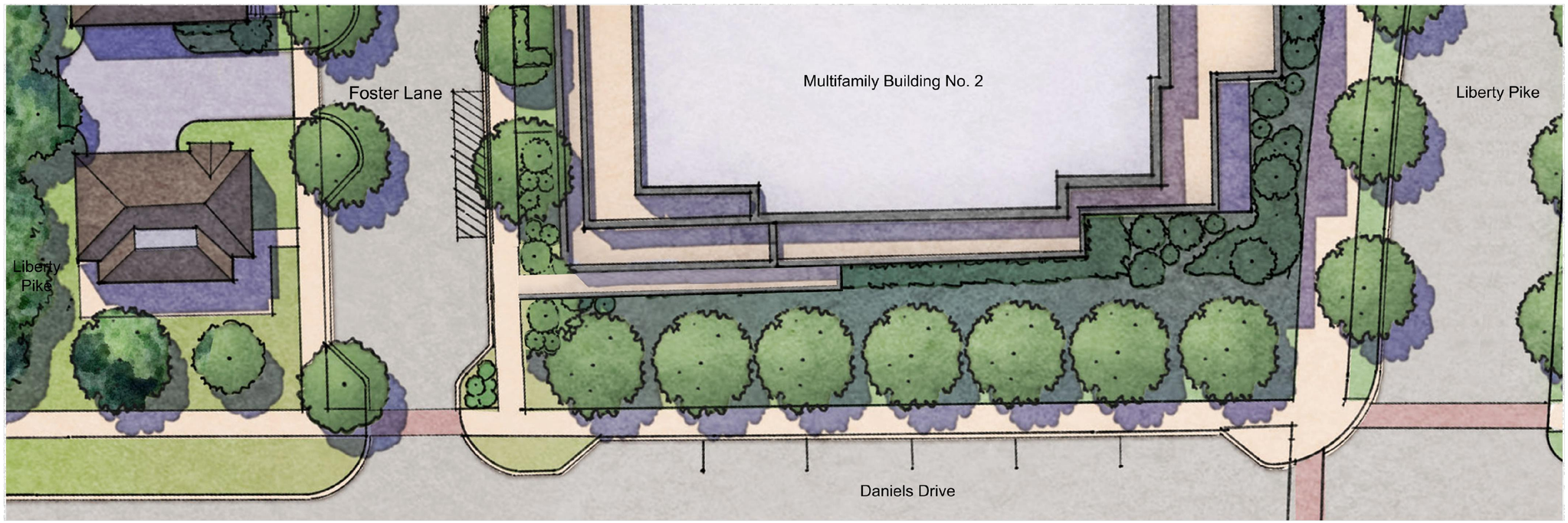
Elevation at Daniels Drive



Partial Plan at Daniels Drive

All building elevations and exterior materials are preliminary and subject to change.

DUE TO TOPOGRAPHY ISSUES ALONG DANIELS DRIVE, DWELLING UNITS ARE UP TO 10' LOWER THAN DANIELS DRIVE DUE TO EXISTING ROAD GRADE. PER THE ZONING ORDINANCE SECTION 6.7, THIS IS CONSIDERED EXISTING CONSTRAINT TO ALLOW FOR ACCESS FROM UNITS TO A PUBLIC STREET.

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BIRDS EYE VIEW

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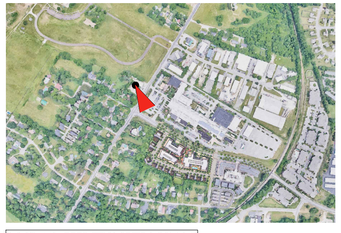
ENLARGED BIRDS EYE VIEW



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TOWNHOMES ON LIBERTY PIKE

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FOSTER LANE VIEW

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THE PLAZA BETWEEN BUILDINGS NO. 1 AND 2

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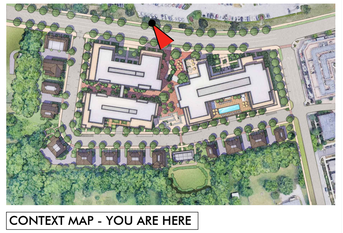
THE PLAZA BETWEEN BUILDING NO. 1 AND 2 ACROSS LIBERTY PIKE



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FOSTER LANE VIEWING WEST

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All building elevations and exterior materials are preliminary and subject to change.

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Franklin, TN 37067
Main: 615.708.0567
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DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO.
21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

SHEET NUMBER
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SIGHTLINE VIEW BEFORE / AFTER AT LIBERTY PIKE FROM FRANKLIN ROAD

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FRANKLIN, WILLIAMSON COUNTY, TN

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SIGHTLINE VIEW BEFORE / AFTER AT LIBERTY PIKE FROM RAILROAD

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DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

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POCKET PARK BETWEEN BUILDINGS NO. 8 AND 9

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209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

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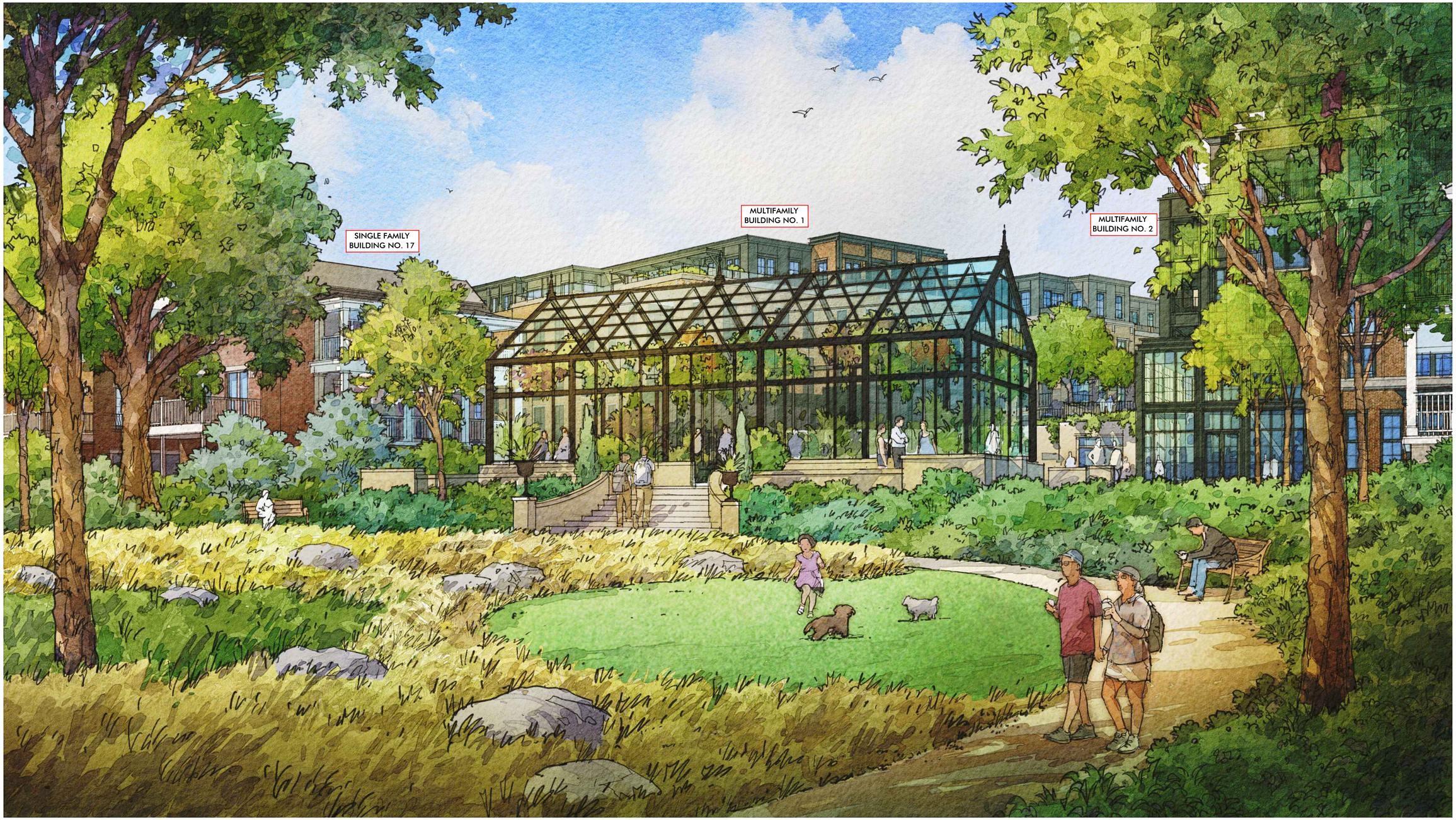

THE GREENHOUSE PARK

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PARKING GARAGE INTERIOR LOBBY

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DEVELOPMENT PLAN
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209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
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DATE:	04/10/23

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MAY 2023

PARKING STUDY

THE MIDDLE EIGHT
FRANKLIN, TENNESSEE

PREPARED FOR:
TRULAND DEVELOPMENT COMPANY

500 11TH AVENUE NORTH, SUITE 290
NASHVILLE, TENNESSEE 37203

PARKING STUDY
THE MIDDLE EIGHT
FRANKLIN, TENNESSEE

PREPARED FOR:

TRULAND DEVELOPMENT COMPANY

PREPARED BY:

KCI TECHNOLOGIES, INC

500 11th Avenue North, Suite 290
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1. INTRODUCTION AND PROJECT DESCRIPTION

The purpose of this study is to complete an analysis to determine the minimum number of parking spaces required to accommodate the combined land uses associated with the proposed Middle Eight development. According to the developer, The Middle Eight development will include 6 single-family houses, 3 single-family townhomes, 12 single-family duplexes, 254 multi-family units, 3,000 square feet of indoor cafe space, and 1,000 square feet of outdoor cafe patio space.

The purpose of this study is to determine the projected parking demand of the individual and combined land uses proposed for The Middle Eight development. Since the proposed development will include a mix of land uses, the peak parking demand for each land use will occur at varying times. Parking demand rate information and shared parking information from Franklin's *Zoning Ordinance* as well as typical parking patterns and data presented in *Parking Generation Manual*, 5th Edition, published by the Institute of Transportation Engineers (ITE) and *Shared Parking*, 3rd Edition, published by the Urban Land Institute (ULI) were utilized to determine the peak parking demand of the site.

2. PARKING ANALYSIS

2.1 Zoning Ordinance Requirements

Franklin's *Zoning Ordinance* contains parking space requirements for specific land uses that do not account for parking demand or shared parking that may occur on parcels with a mix of land uses. This ordinance was reviewed to determine the parking that would be required for the proposed land uses if no adjustments for parking demand or shared parking were considered.

Table 1 shows the proposed land uses and densities for The Middle Eight development, the parking rates contained in Franklin's *Zoning Ordinance*, and the number of parking spaces required per the code with no adjustments for shared parking.

TABLE 1. PARKING BASED ON FRANKLIN'S ZONING ORDINANCE WITH INDIVIDUAL LAND USES

LAND USE		QUANTITY	REQUIREMENT	SPACES REQUIRED
Single-Family Home		6 units	2 per unit	12
Townhomes	3-Bedroom	3 units	3 per unit	9
Duplexes	3-Bedroom	12 units	3 per unit	36
Multi-Family	Studio	30 units	1.5 per unit	45
	1-Bedroom	96 units	1.5 per unit	144
	2-Bedroom	88 units	2.5 per unit	220
	3-Bedroom	40 units	3 per unit	120
Restaurants, Inside and Outside Seating		3,000 s.f. (indoor)	7.5 spaces per 1,000 square feet of gross floor area of the building and any outdoor seating area + 0.75 space per employee on largest shift	23
		1,000 s.f. (outdoor)		8
		4 employees		3
Total Number of Spaces Required				**620**

As shown in Table 1, based on the parking rates without considering parking demand or shared parking, the development would require a total of 620 parking spaces.

Generally, the procedure outlined above is followed when determining parking needs for developments within the City of Franklin. However, this procedure does not take into account the parking demand for the proposed development. Additionally, for sites with a mixture of land uses, this procedure typically overestimates the parking demand. The overall peak parking demand for a mixed-use site can be significantly less than

the sum of the peak parking demands of the individual uses since different types of uses have different peak parking demand characteristics. Therefore, the total number of parking spaces mentioned above is considered an overestimation of the actual parking demand for the combined land uses.

2.2 Parking Demand Analysis

Parking Generation Manual, 5th Edition, was used to estimate the parking demand associated with the multi-family portion of The Middle Eight development. According to ITE's *Parking Generation Manual*, the 85th percentile parking demand for mid-rise, multi-family developments is approximately 0.87 parking spaces per bedroom. Therefore, the parking demand for studio and 1-Bedroom units are 0.87 spaces per unit, the parking demand for 2-Bedroom units is 1.74, and the parking demand for 3-Bedroom units is 2.61. Additionally, per ULI's *Shared Parking*, a ratio of 0.15 spaces per unit was added to account for visitor parking. Table 2 shows the proposed parking for The Middle Eight development using the proposed parking rates as presented above.

TABLE 2. REQUIRED PARKING BASED ON PROPOSED RATES WITH INDIVIDUAL LAND USES

LAND USE		QUANTITY	PROPOSED RATES	SPACES REQUIRED
Single-Family Home		6 units	2 per unit	12
Townhomes	3-Bedroom	3 units	3 per unit	9
Duplexes	3-Bedroom	12 units	3 per unit	36
Multi-Family	Studio	30 units	1.02 per unit	31
	1-Bedroom	96 units	1.02 per unit	98
	2-Bedroom	88 units	1.89 per unit	167
	3-Bedroom	40 units	2.76 per unit	111
Restaurants, Inside and Outside Seating		3,000 s.f. (indoor)	7.5 spaces per 1,000 square feet of gross floor area of the building and any outdoor seating area + 0.75 space per employee on largest shift	23
		1,000 s.f. (outdoor)		8
		4 employees		3
Total Number of Spaces Required				**498**

As shown in Table 2, based on the proposed parking rates without considering shared parking, the development would require a total of 498 parking spaces.

2.3 Shared Parking Analysis

Shared Parking, 3rd Edition, includes extensive research that quantifies how shared parking within mixed-use developments results in a lower parking demand than the sum of the parking needed for the individual uses. This reduction is due in part to fluctuations in the parking demand throughout the day, week, and year. The peak demand for each land use does not necessarily occur at the same time. Also, shared trips between the different land uses within a mixed-use site result in fewer parking spaces required for shared trips.

In order to determine the number of parking spaces that are needed to serve the multi-family and restaurant portions of The Middle Eight development, a shared parking analysis was conducted for the combined land uses. The single-family units were excluded from the shared parking analysis. The parking demand rates for each month of the year were identified per land use. The month with the peak parking demand was then determined. Next, the hourly parking demand rates for a typical weekday and a weekend were identified for each of the proposed land uses. The monthly parking demand factor and the hourly parking demand factor were applied to the base parking rates for each land use in order to determine the number of parking spaces that are required for each use on an hourly basis. Finally, the hourly parking demands for the individual uses were added together to determine the total parking demand per hour for the site. This procedure was followed to determine the weekday peak parking demand and the weekend peak parking demand. The analysis is described further below.

Monthly Parking Demand Factors

Studies have shown that the parking demand for a given land use will typically vary from month to month. Therefore, the monthly parking demands for the land uses within The Middle Eight development were evaluated to determine the peak monthly variations.

For each of the land uses, the monthly parking demand factors were taken from *Shared Parking*. These factors were then applied to the base parking rates to determine the monthly parking demand for each land use. For each month, the parking demands for the proposed uses were summed to identify the month with the highest parking demand. Table 3 shows the monthly parking demand factors per ULI's *Shared Parking*. The peak month is expected to be May.

TABLE 3. MONTHLY PARKING DEMAND FACTORS BY LAND USE

MONTH	MULTI-FAMILY	RESTAURANT	
		CUSTOMER	EMPLOYEE
January	1.00	0.85	0.96
February	1.00	0.85	0.96
March	1.00	0.97	1.00
April	1.00	0.95	1.00
May	1.00	0.99	1.00
June	1.00	0.98	1.00
July	0.95	1.00	1.00
August	0.95	1.00	1.00
September	1.00	0.93	1.00
October	1.00	0.96	1.00
November	1.00	0.92	1.00
December	1.00	0.96	1.00

Hourly Parking Demand

Similar to the monthly parking demand factors, studies have shown that the parking demand for a given land use will typically change from hour to hour. Therefore, the hourly parking demands for each of the proposed land uses were evaluated to determine the peak hour variations. Table 4 depicts the hourly parking demand factors per ULI's *Shared Parking*. The peak hour is expected to be 12:00 AM on weekdays and 12:00 AM on weekends.

TABLE 4. HOURLY PARKING DEMAND FACTORS BY LAND USE

TIME	WEEKDAY			WEEKEND		
	MULTI-FAMILY	RESTAURANT		MULTI-FAMILY	RESTAURANT	
		CUSTOMER	EMPLOYEE		CUSTOMER	EMPLOYEE
6 AM	0.95	0.05	0.20	1.00	0.05	0.15
7 AM	0.80	0.10	0.20	0.95	0.10	0.20
8 AM	0.67	0.20	0.30	0.88	0.20	0.30
9 AM	0.55	0.30	0.40	0.80	0.30	0.40
10 AM	0.50	0.55	0.75	0.75	0.55	0.75
11 AM	0.45	0.85	1.00	0.70	0.85	1.00
12 PM	0.40	1.00	1.00	0.68	1.00	1.00
1 PM	0.40	1.00	1.00	0.65	1.00	1.00
2 PM	0.40	0.90	0.95	0.65	0.90	0.95
3 PM	0.40	0.60	0.70	0.68	0.60	0.70
4 PM	0.45	0.55	0.60	0.71	0.55	0.60
5 PM	0.50	0.60	0.70	0.74	0.60	0.70
6 PM	0.60	0.85	0.90	0.77	0.85	0.90
7 PM	0.70	0.80	0.90	0.80	0.80	0.90
8 PM	0.80	0.50	0.60	0.83	0.50	0.60
9 PM	0.85	0.30	0.40	0.86	0.30	0.40
10 PM	0.95	0.20	0.30	0.89	0.20	0.30
11 PM	0.97	0.10	0.20	0.92	0.10	0.20
12 AM	1.00	0.05	0.20	1.00	0.05	0.20

Non-Captive Parking Factors

Studies have shown that developments containing multiple land uses will typically have a reduction in customer parking needs due to customers parking and visiting more than one use. The term "captive market" is used to describe someone already present in the area that will visit another site. For example, a resident parked at an apartment building is likely to visit an on-site restaurant for lunch, which will reduce the parking demand for the restaurant. This is considered a simultaneous trip; and therefore, results in the reduction for shared parking. It should be noted that captive parking reductions could apply to the restaurant parking that accounts for residents that live in the building that will patron the restaurant space as these residents would already be parked on site and would not generate the need for an additional parking space. However, in order to be conservative, non-captive parking reductions were not applied.

Mode Adjustment Factors

The mode adjustment factor is the percentage of visitors that drive to the project site rather than use an alternative means of transportation such as riding public transportation, taking a taxi or ride-share, riding a bicycle, or walking. In order to be conservative, no adjustments were made to account for mode adjustments.

Peak Parking Demand

For each of the proposed land uses, the proposed parking rates described in Section 2.2 – Parking Demand Analysis were multiplied by the peak monthly parking demand factor, the hourly parking demand factor, the non-captive parking factor, and the mode adjustment factor to determine the hourly parking demand for each land use. The peak parking demand for each of the land uses were then summed to determine the total hourly parking demands for the development. Table 5 presents the results of the shared parking analysis for the multi-family and restaurant portions of The Middle Eight development.

TABLE 5. SHARED PARKING MODEL – PROJECTED PARKING DEMAND

PEAK PARKING DEMAND	
WEEKDAY	**WEEKEND**
12:00 AM May	12:00 AM May
409 spaces	409 spaces

As shown in Table 5, with the proposed land uses for The Middle Eight development, there will be potential for shared parking between multi-family and restaurant land uses. Using ULI's *Shared Parking* methodology, the shared parking analysis indicates the peak parking demand of the multi-family and restaurant portions of the development is 409 parking spaces. ULI's shared parking worksheets are included in Appendix A.

Table 6 presents the required multi-family and restaurant parking that will be required once shared parking is taken into consideration. As shown in Table 6, shared parking between the multi-family and restaurant portions of the development results in a reduction of 32 parking spaces as compared to the proposed parking rates.

TABLE 6. REQUIRED PARKING FOR MULTI-FAMILY AND RESTAURANT WITH SHARED PARKING

LAND USE		QUANTITY	PROPOSED RATES	SPACES REQUIRED
Multi-Family	Studio	30 units	1.02 per unit	31
	1-Bedroom	96 units	1.02 per unit	98
	2-Bedroom	88 units	1.89 per unit	167
	3-Bedroom	40 units	2.76 per unit	111
Restaurants, Inside and Outside Seating		3,000 s.f. (indoor)	7.5 spaces per 1,000 square feet of gross floor area of the building and any outdoor seating area + 0.75 space per employee on largest shift	23
		1,000 s.f. (outdoor)		8
		4 employees		3
Multi-Family and Retail Spaces without Shared Parking				**441**
Multi-Family and Retail Spaces with Shared Parking				**409**
Shared Parking Reduction				**32**

2.4 Comparison to Similar Developments within Franklin

Parking rates and utilizations were gathered from seven existing multi-family developments in Franklin that are similar to the proposed development. Specifically, KCI Technologies counted the number of parking spaces that were used for each of the developments from 11:00 PM – 1:00 AM on a typical weekday in April 2023 when local schools were in session. From these counts, the peak parking demand for each site was determined. Table 7 presents the number of units, the current occupancy, number of parking spaces provided, parking ratio per unit, peak parking demand, and peak parking utilization rate for each of the sites that were evaluated. It should be noted that the parking ratio of 1.56 for The Middle Eight only includes parking spaces within the planned parking garage and does not include the on-street parking spaces.

TABLE 7. PARKING RATE AND UTILIZATION COMPARISON

PROPERTY	TOTAL UNITS	UNIT OCCUPANCY	RESIDENT PARKING SPACES PROVIDED	PARKING RATIO PER TOTAL UNITS	PEAK PARKING		
					DEMAND	UTILIZATION	DEMAND PER OCCUPIED UNIT
Harpeth Square[1]	150	99%	151	1.01	87	58%	0.59
The Everly at Historic Franklin	218	93%	322	1.48	191	59%	0.94
McEwen Northside Apartments	340	96%	376	1.10	270	73%	0.83
Paxton Cool Springs	328	95%	548	1.67	364	66%	1.17
Cadence Cool Springs	252	93%	399	1.58	302	76%	1.29
MAA Cool Springs	428	95%	807	1.89	507	63%	1.25
Retreat at Iron Horse	270	93%	454	1.68	294	65%	1.17
The Middle Eight	254	--	400	1.57	--	--	1.57

1 – This is a shared garage with both gated, residential parking and non-gated, valet, office, hotel, and retail parking. There were 109 vehicles parked in the non-gated, valet, office, hotel, and retail parking. These vehicles were not included in the demand count above since it could not be verified whether they were residential, office, hotel, or retail parking.

As shown in Table 7, the parking supply ratios vary from 1.01 to 1.89 across the studied sites. All of the properties reported that they had had no complaints regarding the parking. Additionally, the observed peak parking demand for each site was less than 80%, and the peak demand per occupied unit was less than 1.30 parking spaces per unit. The Middle Eight development is planning to provide 1.57 parking spaces per unit within the parking garage. Additional on-street parking spaces will be provided along Foster Lane that can also be utilized. Therefore, the proposed parking ratio for The Middle Eight should be sufficient for the parking demand and follows comparable properties in the area.

3. PARKING PLAN

The current site plan includes 400 garage parking spaces via the primary parking garage, 44 on-street parking spaces located along Foster Lane, and 42 garage parking spaces via the 2-car garages planned for each of the single-family units. This is a total of 486 parking spaces for the total site.

Within the garage, gates will be utilized to separate 367 parking spaces that will be reserved for residential parking only. The remaining 33 parking spaces within the garage and 28 on-street parking spaces will be shared parking for visitors and restaurant patrons.

Visitors and restaurant patrons visiting the project site will be able to park in the ungated parking spaces located within the parking garage or in the on-street parking spaces located along Foster Lane. Within the garage, patrons and visitors will be able to take an elevator up to the lobby/restaurant space. In addition to the elevator within the parking garage, the middle of the project site is planned to include plenty of open and walkable area including a stair feature through the middle of the project site and sidewalks are planned along the outside perimeter of the project site. Visitors and restaurant patrons can utilize these features to walk through or around the project site to access the public facilities.

4. CONCLUSIONS & RECOMMENDATIONS

Using Franklin's *Zoning Ordinance* without taking into consideration parking demand and shared parking between land uses determined that the development would require a total of 620 parking spaces. However, the development is proposing a Modification of Standards (MOS) for the multi-family parking rates as well as an Alternative Parking Plan to account for shared parking between the multi-family portion and the cafe portion of the development. Table 8 presents the parking rates based on Franklin's *Zoning Ordinance* as well as the proposed parking rates based on ITE's *Parking Generation Manual* and ULI's *Shared Parking*.

TABLE 8. REQUIRED AND PROPOSED PARKING RATES

LAND USE		REQUIRED RATES	PROPOSED RATES
Multi-Family	Studio	1.5 per unit	1.02 per unit
	1 Bedroom	1.5 per unit	1.02 per unit
	2 Bedroom	2.5 per unit	1.89 per unit
	3 Bedroom	3 per unit	2.76 per unit

Table 9 presents the required parking based on the proposed parking rates and the shared parking methodology as presented in Section 2.3 of this report.

TABLE 9. REQUIRED PARKING BASED ON PROPOSED RATES AND SHARED PARKING

LAND USE		QUANTITY	PROPOSED RATES	SPACES REQUIRED
Single-Family Home		6 units	2 per unit	12
Townhomes	3-Bedroom	3 units	3 per unit	9
Duplexes	3-Bedroom	12 units	3 per unit	36
Multi-Family	Studio	30 units	1.02 per unit	31
	1-Bedroom	96 units	1.02 per unit	98
	2-Bedroom	88 units	1.89 per unit	167
	3-Bedroom	40 units	2.76 per unit	111
Restaurants, Inside and Outside Seating		3,000 s.f. (indoor)	7.5 spaces per 1,000 square feet of gross floor area of the building and any outdoor seating area + 0.75 space per employee on largest shift	23
		1,000 s.f. (outdoor)		8
		4 employees		3
Subtotal Number of Spaces Required				**498**
Shared Parking Reduction				*-32*
Total Number of Spaces Required				**466**

As seen in Table 9, the proposed parking rates and shared parking reduces the total number of parking spaces needed for the site to 466. This results in a reduction of 154 parking spaces or 25% as compared to the base parking rates contained in Franklin's *Zoning Ordinance*.

The current site plan shows 400 garage parking spaces via the primary parking garage, 44 on-street parking spaces located along Foster Lane, and 42 garage parking spaces via the 2-car garages planned for each of the single-family units. This is a total of 486 parking spaces for the project site. Table 10 presents the proposed parking allocation by land use and parking type.

TABLE 10. PROVIDED PARKING ALLOCATION BY LAND USE AND PARKING TYPE

PARKING TYPE	LAND USE	SPACES PROVIDED
Parking Garage	Multi-Family Resident Only	367
	Shared Visitor and Cafe	33
On-Street	Single-Family/Townhomes/Duplexes Resident Only	16
	Shared Visitor and Cafe	28
Two-Car Garage	Single-Family/Townhomes/Duplexes Resident Only	42
Total Number of Spaces Provided by the Development		**486**

Additionally, parking utilization rates were gathered from seven existing multi-family developments in Franklin that are similar to the proposed development. All of these developments are currently 93%-99% occupied with utilization rates that range from 58% to 76%. Additionally, the observed peak demand per occupied unit was less than 1.30 parking spaces per unit. The Middle Eight development is planning to provide 1.57 parking spaces per unit within the parking garage. Therefore, the proposed parking ratio for The Middle Eight should be sufficient for the parking demand and follows comparable properties in the area.

APPENDIX A – ULI'S SHARED PARKING WORKSHEET

Shared Parking Demand Summary																			
Peak Month: MAY -- Peak Period: 12 AM, WEEKEND																			
Land Use	Project Data		Weekday					Weekend					Weekday			Weekend			
	Quantity	Unit	Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj 12 AM	Peak Mo Adj May	Estimated Parking Demand	Peak Hr Adj 12 AM	Peak Mo Adj May	Estimated Parking Demand
Retail																			
Food and Beverage																			
Fast Casual/Fast Food	4,000	sf GLA	7.50	100%	100%	7.50	ksf GLA	7.50	100%	100%	7.50	ksf GLA	5%	99%	1	5%	99%	1
Employee			0.75	100%	100%	0.75		0.75	100%	100%	0.75		20%	100%	1	20%	100%	1
Entertainment and Institutions																			
Hotel and Residential																			
Residential, Suburban																0%			
Studio Efficiency	30	units	1.02	100%	100%	1.02	unit	1.02	100%	100%	1.02	unit	100%	100%	31	100%	100%	31
1 Bedroom	96	units	1.02	100%	100%	1.02	unit	1.02	100%	100%	1.02	unit	100%	100%	98	100%	100%	98
2 Bedrooms	88	units	1.89	100%	100%	1.89	unit	1.89	100%	100%	1.89	unit	100%	100%	167	100%	100%	167
3+ Bedrooms	40	units	2.76	100%	100%	2.76	unit	2.76	100%	100%	2.76	unit	100%	100%	111	100%	100%	111
Reserved	91%	res spaces	0.00	100%	100%	0.00	unit	0.00	100%	100%	0.00	unit	100%	100%	-	100%	100%	-
Visitor	254	units	0.00	100%	100%	0.00	unit	0.00	100%	100%	0.00	unit	50%	100%	-	50%	100%	-
Office																			
Additional Land Uses																			
													Customer/Visitor		1	Customer		1
													Employee/Resident		408	Employee/Resident		408
													Reserved		-	Reserved		-
													Total		409	Total		409

RESOLUTION 2023-30

A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR MIDDLE EIGHT PUD SUBDIVISION WITH 1 MODIFICATIONS OF DEVELOPMENT STANDARDS (PARKING), FOR THE PROPERTY LOCATED EAST OF FRANKLIN ROAD AND SOUTH OF LIBERTY PIKE, LOCATED AT 209 OLD LIBERTY PIKE.

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 2023-15; 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
063M- A 4.00	7.2
Total	7.2

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 Middle Eight PUD are as follows:

Entitlements	Middle Eight PUD
Base Zone District	PD 38.19/3,000
Other Zoning Overlays	HPO, CFO
Number of Dwelling Units	275
Number of Nonresidential Square Footage	3,000
Number of Hotel Rooms	0
Open Space Requirements	15%
Number of Phases in Development	1

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

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

MOS 1: **Request to modify minimum parking standards for multifamily to 1.02 spaces per studio unit, 1.02 spaces per 1-Bedroom unit, 1.89 spaces per 2-Bedroom unit, and 2.76 spaces per 3-Bedroom unit.** Approved: _____ Denied: _____	10.1.6 Minimum Parking 1.5 spaces for a studio 1.5 spaces for a 1-bedroom unit 2.5 spaces for a 2-bedroom unit 3 spaces for a 3+ bedroom unit *Staff recommended approval.*

SECTION VI. That this Resolution shall take effect from and after the passage of Ordinance 2023-15, 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:

Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

Dr. Ken Moore
Mayor

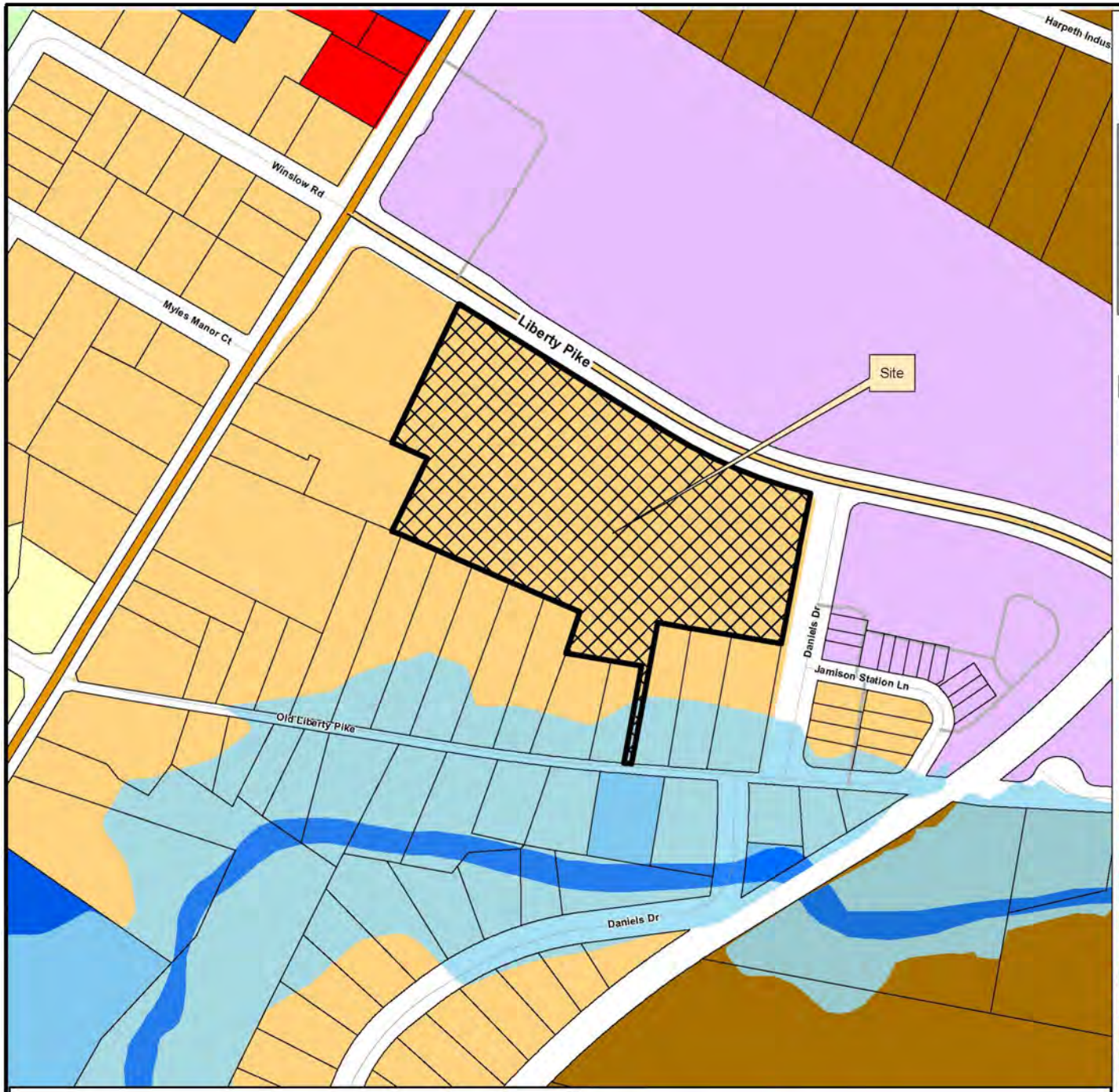
Approved as to Form By:

Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE:	04/04/23
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:	04/27/23
NEIGHBORHOOD MEETING:	04/05/23
PLANNING COMMISSION RECOMMENDED APPROVAL:	
PUBLIC HEARING AND BOMA APPROVAL:	

MIDDLE EIGHT PUD SUBDIVISION
ORDINANCE 2023-15
RESOLUTION 2023-30

Project Information
Existing Zoning: R4
Proposed Zoning: PD 38.19/3,000
Overlay Districts: HPO, CFO, FFO
Site Acreage: 7.2 acres
Proposed Number of Dwelling Units: 275
Proposed Nonresidential Square Footage: 3,000



Legend

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

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N

0 250 500 1,000
Feet

DEVELOPMENT PLAN
THE MIDDLE EIGHT
PUD SUBDIVISION

209 OLD LIBERTY PIKE
TAX MAP 063M PARCEL 0400, GROUP A

COF PROJECT # 8154
KVD PROJECT #21065
FRANKLIN, WILLIAMSON CO., TN

CLIENT/DEVELOPER
401 CHURCH STREET
FRANKLIN, TN 37064
CONTACT: AMANDA MCKENNAN
AMANDA@FRANKLINGROUP.COM

LANDSCAPE ARCHITECT / APPLICANT
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KIMLEY-VOGRIN DESIGN
KIMLEY + VOGRIN DESIGN
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ARCHITECT
ANTUNOVICH ASSOCIATES
ANTUNOVICH ASSOCIATES
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KCI TECHNOLOGIES INC.
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(615)370-8410
BETH.OSTROWSKI@KCI.COM

BRANDING
STREET SENSE
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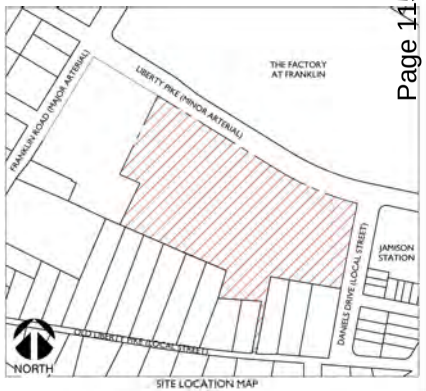
(202)615-0816
DORTIZ@STREETSENSE.COM

CIVIL ENGINEER
PULLER LUCAS
PULLER LUCAS
2002 RICHARD JONES ROAD SUITE 1060
NASHVILLE, TN 37215
CONTACT: YATES BATEMAN
(216) 396-1771

SHEET INDEX	SHEET NUMBER	PRE-APP SUBMITTAL	INITIAL SUBMITTAL	RE-SUBMITTAL	ONE STOP
COVER SHEET	C0.0	03-27-2023	04-10-2023	05-04-2023	
ILLUSTRATIVE MASTER PLAN	C0.1	03-27-2023	04-10-2023	05-04-2023	
EXISTING CONDITIONS PLAN	C1.0	03-27-2023	04-10-2023	05-04-2023	
DEVELOPMENT PLAN	C2.0	03-27-2023	04-10-2023	05-04-2023	
OPEN SPACE PLAN	C2.1	03-27-2023	04-10-2023	05-04-2023	
SITE GRADING & DRAINAGE PLAN	C3.0	03-27-2023	04-10-2023	05-04-2023	
ROW & ACCESS PLAN	C4.0	03-27-2023	04-10-2023	05-04-2023	
REFUSE COLLECTION PLAN	C4.1	03-27-2023	04-10-2023	05-04-2023	
FIRE ACCESS PLAN	C4.2	03-27-2023	04-10-2023	05-04-2023	
TIS & STREET SECTIONS	C4.3			05-04-2023	
SITE UTILITY PLAN	C5.0	03-27-2023	04-10-2023	05-04-2023	
OFFSITE SANITARY SEWER IMPROVEMENTS	C5.1	03-27-2023	04-10-2023	05-04-2023	
TREE PRESERVATION PLAN	L1.0	03-27-2023	04-10-2023	05-04-2023	
LOT DIAGRAMS	A1.0	03-27-2023	04-10-2023	05-04-2023	
SITE PARKING DATA	A1.1	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.2	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.3	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.4		04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.5		04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.6		04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.7		04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.8		04-10-2023	05-04-2023	
ARCHITECTURAL ELEVATIONS	A1.9		04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.0	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.1		04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.2	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.3	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.4	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.5	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.6	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.7	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.8	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.9	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.10	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.11	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.12	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.13	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.14	03-27-2023	04-10-2023	05-04-2023	
ARCHITECTURAL RENDERINGS	A2.15	03-27-2023	04-10-2023	05-04-2023	



SITE LOCATION MAP
1"=200'

THE MIDDLE EIGHT PARKING DATA*

Use	Parking Requirement (per ECFR Density Ordinance Zoned Districts)	Number of Employees on largest shift	Maximum Square Footage (SF)	Floor to Floor Height (ft)	Total Spaces Required per CURF Density Ordinance based on (1) / (SF)	Parking Requirement (per (2) (1) required)	Total Spaces Required per CURF Density Ordinance & Shared Parking	Total Spaces Provided	
								Lot / Garage	On-Street Parking
2 Bed Duplex & 3 Bed Duplex	2			13	26		26	24	2
3 Bed TH	2			3	6		6	4	2
4B House	2			3	10		10	8	2
Total Residential					42		42	36	6
Retail								Parking Garage	On-Street
House 4B	1.5			10	15	1.00	15	16	2
1 Bed MF	1			111	144	1.00	144	147	20
2 Bed MF	1.5			88	132	1.00	132		
3 Bed MF	2			48	120	2.29	111		
MF Total				247	396		387	387	20
Restaurant / Cafe								Parking Garage	On-Street
	7.5 spaces per 1,000SF gross floor of the building used area, portion dwelling units = 0 (1 space per employee on largest shift)	3	4000	14		5.5	22	22	2
Overall Total					438		431	445	28

* Refer to the Parking Assessment Report (TIS) prepared by KCI Technologies for revised parking requirements data.

ENVISION FRANKLIN PLAN AMENDMENT:
ADDITIONAL HEIGHT MAY BE CONSIDERED WHEN UNDERGROUND PARKING IS PROVIDED. WITH ANY ADDITIONAL HEIGHT, THE STRUCTURE SHOULD BE SIMILAR TO, AND COMPATIBLE WITH ADJACENT MULTIFAMILY. HEIGHT SHOULD TRANSITION DOWN TOWARDS THE TRUETT HOUSE SO THAT EACH SIDE OF THE PARCEL IS CONTEXTUALLY APPROPRIATE WITH ADJACENT STRUCTURES. LIMITED RETAIL IS APPROPRIATE WHEN IT SUPPORTS THE COMMUNITY, NEIGHBORS, OF THE RESIDENTIAL EXPERIENCE.

SITE DATA CHART

PROJECT NAME: THE MIDDLE EIGHT
COF PROJECT NUMBER: 8154
TAX MAP: 063M
GROUP: A
PARCELS: 04.00
ADDRESS: 209 OLD LIBERTY PIKE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 10
PUD SITE ACREAGE: 7.2
PUD SITE SQUARE FOOTAGE: 313,603 SF

REGULATIONS
BASE ZONING: R4 | RESIDENTIAL 4 DISTRICT
PROPOSED ZONING: PD 28.19/2007 | PLANNED DISTRICT OVERLAY
ZONING: CENTRAL FRANKLIN OVERLAY, HISTORIC PRESERVATION OVERLAY, & FLOOD FRINGE OVERLAY
BUILDING TYPES APPLIED: MULTIFAMILY RESIDENTIAL, SINGLE FAMILY RESIDENTIAL, TOWNHOUSE & DUPLEX UNITS
FRONTAGE TYPES APPLIED:
- DUPLEX AND SINGLE FAMILY: YARD FRONTAGE
- TOWNHOUSE AND MULTIFAMILY: URBAN FRONTAGE

SETBACKS:
- TOWNHOUSE (BUILDING NO. 3, 4, 5)
  - FRONT: 10'
  - REAR: 13'
  - SIDE: 0' OR 7.5'
- DUPLEX
  - FRONT: 10'
  - REAR: 10', 12' OR 20' (SEE PLAN)
  - SIDE: 5-10' (SEE PLAN)
- SINGLE FAMILY
  - FRONT: 0' OR 10' (SEE PLAN)
  - REAR: 10', 12' OR 75' (SEE PLAN)
  - SIDE: SEE PLAN*
- MULTIFAMILY (BUILDINGS NO. 1 & 2):
  - FRONT YARD: 0' OR 10' (SEE PLAN)
  - SIDE YARD: 0'
  - REAR YARD: 0'

*SEE SHEET A1.0 FOR RESIDENTIAL LOT DIAGRAM.

SITE DATA CHART CONT.

DWELLING UNIT COUNT: BY TYPE:

A.	MULTIFAMILY	
	STUDIO:	20
	1 BEDROOM:	96
	2 BEDROOM:	88
	3 BEDROOM:	40
	SUBTOTAL:	254
B.	SINGLE FAMILY, TOWNHOUSE, DUPLEX UNITS	
	4 BEDROOM SINGLE FAMILY HOMES	6
	3 BEDROOM DUPLEXES:	12
	3 BEDROOM TOWNHOUSES	3
	SUBTOTAL	21

TOTAL DWELLING UNITS: 275

BUILDING HEIGHTS
- SINGLE FAMILY, DUPLEXES & TOWNHOUSE: 2-3 STORIES
- MULTIFAMILY: 1-6 STORIES

REQUIRED LANDSCAPE SURFACE AREA: 20% (62,726.40 SF)
PROPOSED LANDSCAPE SURFACE AREA: 30% (94,169 SF SF)
OPEN SPACE SF REQUIRED: 5% (15,681 SF)
NATURAL AREA SF REQUIRED: 10% (31,363 SF)
TOTAL OVERALL OPEN SPACE PROVIDED: 29.3% (92,800 SF)
TOTAL ACREAGE OF HEALTHY TREE CANOPY: 0.97 AC (42,337 SF)
TREE CANOPY TO BE RETAINED: 0.25 AC (11,009 SF)
PROPOSED TREE CANOPY RETENTION: 0.57 AC (23,013 SF)

PARKING REQUIRED PER COF (.0): 630
PARKING REQUIRED PER MDS: 498
PARKING REQUIRED PER THE MDS + SHARED PARKING: 466
PARKING PROVIDED: 486
REFER TO DETAILED PARKING DATA CHART ON A1.4 AND PARKING STUDY PROVIDED BY KCI DATED MAY 2023
BICYCLE PARKING REQUIRED FOR MULTIFAMILY: 0.05 SPACE/BR = 22.35
BICYCLE PARKING PROVIDED: 23

HISTORIC RESOURCE TREATMENT: 75' NATURALISTIC BUFFER BETWEEN ALPHEUS TRUETT HOUSE AND SITE.

COMPREHENSIVE REVIEW OF SITE PLAN

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

VESTING DEVELOPMENT STANDARDS

DEVELOPMENT STANDARD	VERSION/DATE
ZONING ORDINANCE	03-01-2023
SUBDIVISION REGULATIONS	01-01-2022
HISTORIC DISTRICT DESIGN GUIDELINES	05-30-2022
TRANSPORTATION & STREET TECHNICAL STANDARDS	07-01-2021
STORMWATER BMP MANUAL	07-01-2021
TECHNICAL SPECIFICATIONS FOR UTILITY INSTALLATION	10-13-2020 OR NEWEST VERSION
MUNICIPAL CODE	VARIES - STANDARDS EFFECTIVE ON 12-12-2022 APPLY

MODIFICATION OF STANDARDS REQUEST

THE APPLICANT REQUESTS A MODIFICATION OF STANDARDS REGARDING SECTION 10.1.6 MINIMUM PARKING WITHIN THE FRANKLIN ZONING ORDINANCE. THIS PROPOSED MODIFICATION OF STANDARDS REQUESTS A REDUCTION IN RESIDENTIAL PARKING MINIMUMS FOR THE MULTIFAMILY RESIDENTIAL. THE REDUCTION IS SUPPORTED BY THE PARKING ANALYSIS PROVIDED IN THE ATTACHED PARKING MEMO FROM KCI DATED MAY 2023. REFER TO THE CHART BELOW FOR REQUESTED REDUCTION IN PARKING RATES

LAND USE		REQUIRED RATES: (PER COF ZONING ORDINANCE DATED 01 (1) 2023)	PROPOSED RATES
MULTI-FAMILY	STUDIO	1.5	1.03
	1-BEDROOM	1.5	1.03
	2-BEDROOM	2.5	1.89
	3-BEDROOM	3.0	2.96

LAND USE PLAN AMENDMENT

LAND USE PLAN AMENDMENT REQUEST WAS APPROVED BY FRANKLIN MUNICIPAL PLANNING COMMISSION ON 03.23.23 BY A 7-0 UNANIMOUS VOTE

PARKLAND DEDICATION REQUIREMENTS:
275 UNITS x $4,804= $1,183,600 TO MEET THE ORDINANCE.

25% OF THE TOTAL AMOUNT OR $295,900 WILL BE DUE AT FINAL PLAT PLUS THE NUMBER OF DWELLINGS FOR THAT PHASE AT A RATE OF $3,228 PER UNIT

THE 25% OR $295,900 WILL NOT BE REIMBURSABLE AND WILL REMAIN IN QUAD 1 FOR FUTURE PARKS.

THE 75% OF $887,700 IS POSSIBLE FOR REIMBURSEMENT WITH AN AGREEMENT AND EXHIBITS SHOWING IMPROVEMENTS.

THE DEVELOPER SHALL ENTER INTO A CONTRACT WITH THE CITY WHICH CONTAINS TERMS AND CONDITIONS RELATIVE TO THE PARKLAND IMPACT FEES REQUIRED TO BE PAID BY THE DEVELOPER AND/OR ANY OPP. SETS GRANTED FOR PARKLAND DEDICATION AND/OR CONSTRUCTION OF PARK IMPROVEMENTS AS MAY BE REQUESTED BY THE DEVELOPER. SUCH CONTRACT SHALL BE FINALIZED CONCURRENTLY WITH THE APPROVAL OF THE DEVELOPMENT PLAN OR SITE PLAN WHEN A DEVELOPMENT PLAN IS NOT REQUIRED. WHEN NEITHER A DEVELOPMENT PLAN OR SITE PLAN EXIST, THE CONTRACT SHALL BE APPROVED BY BOMA PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND SHALL CONTAIN FINANCIAL ASSURANCE TO THE CITY.

KVD PROJECT# : 21065
COF PROJECT# : 8154
Sheet #:
C0.0
DATE: 05.04.2023

1 MULTIFAMILY
2 SINGLE FAMILY
3 DUPLEX
4 TOWNHOME
5 FIRST FLOOR RESTAURANT / CAFE
6 PARKING GARAGE ENTRANCE
7 52' PROPOSED RIGHT OF WAY
8 75' NATURALISTIC BUFFER
9 HISTORIC PRESERVATION OVERLAY DISTRICT
10 STORMWATER TREATMENT

NOTE: THIS PAGE PROVIDES A CONCEPTUAL ILLUSTRATIVE PLAN OF HOW THE SITE MAY BE DEVELOPED IN ACCORDANCE WITH THE PROJECT DEVELOPMENT PLAN. SPECIFIC PLANS WILL BE PROVIDED DURING THE SITE PLAN PHASE.

NORTH

0 30 60 90 feet
SCALE: 1"=30'

KV+D
KISER VOGRIN DESIGN

5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

GARY MICHAEL VOGRIN
REGISTERED
LANDSCAPE ARCHITECT
05-04-23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO.
21065

DRAWING TITLE:
ILLUSTRATIVE MASTER PLAN

SHEET NUMBER
C0.1

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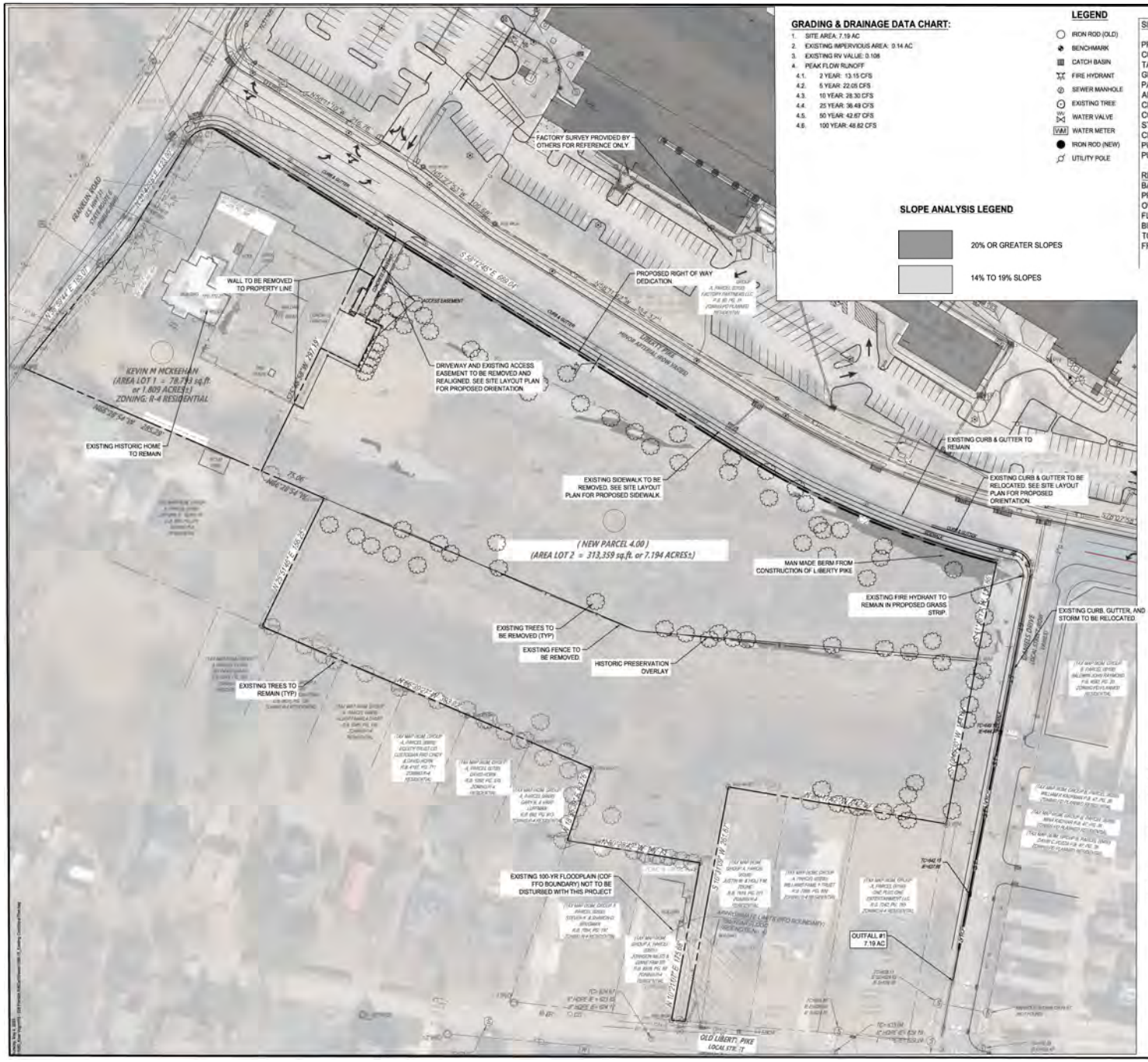

GRADING & DRAINAGE DATA CHART:

1. SITE AREA: 7.19 AC
2. EXISTING IMPERVIOUS AREA: 0.14 AC
3. EXISTING RV VALUE: 0.108
4. PEAK FLOW RUNOFF
   - 4.1. 2 YEAR: 13.15 CFS
   - 4.2. 5 YEAR: 22.05 CFS
   - 4.3. 10 YEAR: 28.30 CFS
   - 4.4. 25 YEAR: 36.49 CFS
   - 4.5. 50 YEAR: 42.67 CFS
   - 4.6. 100 YEAR: 48.82 CFS

LEGEND

- IRON ROD (OLD)
- BENCHMARK
- CATCH BASIN
- FIRE HYDRANT
- SEWER MANHOLE
- EXISTING TREE
- WATER VALVE
- WM WATER METER
- IRON ROD (NEW)
- UTILITY POLE

SLOPE ANALYSIS LEGEND

- 20% OR GREATER SLOPES
- 14% TO 19% SLOPES

SITE DATA CHART:

PROJECT NAME: THE MIDDLE EIGHT
COF PROJECT NUMBER: 8154
TAX MAP: 063M
GROUP: A
PARCELS: 04.00
ADDRESS: 209 OLD LIBERTY PIKE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 10
PUD SITE ACREAGE: 7.2
PUD SITE SQUARE FOOTAGE: 313,632 SF

REGULATIONS
BASE ZONING: R4 | RESIDENTIAL 4 DISTRICT
PROPOSED ZONING: PD (38.19 / 3000) | PLANNED DISTRICT
OVERLAY ZONING: CENTRAL FRANKLIN OVERLAY, HISTORIC PRESERVATION OVERLAY, & FLOOD FRINGE OVERLAY
BUILDING TYPES APPLIED: MULTIFAMILY RESIDENTIAL, SINGLE FAMILY RESIDENTIAL, TOWNHOME & DUPLEX UNITS
FRONTAGE TYPES APPLIED:
DUPLEX AND SINGLE FAMILY: YARD FRONTAGE
TOWNHOUSE AND MULTIFAMILY: URBAN FRONTAGE

STORMWATER NARRATIVE

ALL STORMWATER CURRENTLY FLOWS TO THE EXISTING OUTFALL AT THE SOUTHEASTERN CORNER OF THE PROPOSED DEVELOPMENT (OUTFALL #1), WHICH DISCHARGES TO LIBERTY CREEK AND EVENTUALLY TO THE HARPETH RIVER, APPROXIMATELY 850 LF DOWNSTREAM.

STORMWATER QUALITY FOR THE PROPOSED PROJECT WILL BE PROVIDED BY UTILIZING LOW IMPACT DEVELOPMENT (LID) METHODS DESCRIBED IN THE CITY OF FRANKLIN BMP MANUAL, INCLUDING BIORETENTION, AND PERVIOUS PAVEMENT. THESE GREEN INFRASTRUCTURE PRACTICES WILL SATISFY THE CITY REQUIREMENTS CONCERNING STORMWATER QUALITY REQUIREMENTS AS LAID OUT IN THE BMP MANUAL.

STORMWATER QUANTITY FOR THE PROPOSED PROJECT MAY BE PARTIALLY PROVIDED BY UTILIZING BIORETENTION AND PERVIOUS PAVEMENT. THESE GREEN INFRASTRUCTURE PRACTICES WILL DECREASE THE RUNOFF LEAVING THE SITE TO MEET THE CITY REQUIREMENTS CONCERNING PEAK RUNOFF CONTROL.

0 25 50 100 150
SCALE: 1" = 50'

SURVEY INFO
PROVIDED BY: S&ME & CHASTAIN SKILLMAN
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS
KV+D KEER VOGAN DESIGN
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DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	8/04/2023	JVB

DESIGNED BY: YB
DRAWN BY: JM
CHECKED BY: BD
DATE: 04/10/23
FILE PROJECT NO. 1060.15

DRAWING TITLE:
EXISTING CONDITIONS PLAN

SHEET NUMBER
C1.0

SITE DATA CHART:

PROJECT NAME: THE MIDDLE EIGHT
COF PROJECT NUMBER: 8154
TAX MAP: 063M
GROUP: A
PARCELS: 04.00
ADDRESS: 209 OLD LIBERTY PIKE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 10
PUD SITE ACREAGE: 7.2
PUD SITE SQUARE FOOTAGE: 313,632 SF

REGULATIONS
BASE ZONING: R4 | RESIDENTIAL 4 DISTRICT
PROPOSED ZONING: PD 39.19/3000 | PLANNED DISTRICT OVERLAY
ZONING: CENTRAL FRANKLIN OVERLAY, HISTORIC PRESERVATION OVERLAY, & FLOOD FRINGE OVERLAY
BUILDING TYPES APPLIED: MULTIFAMILY RESIDENTIAL, SINGLE FAMILY RESIDENTIAL, TOWNHOUSE & DUPLEX UNITS
FRONTAGE TYPES APPLIED:
DUPLEX AND SINGLE FAMILY: YARD FRONTAGE
TOWNHOUSE AND MULTIFAMILY: URBAN FRONTAGE
SETBACKS
TOWNHOUSE (BUILDING NO: 3, 4, 5)
FRONT: 10'
REAR: 12'
SIDE: 8' OR 75'
DUPLEX
FRONT: 10'
REAR: 10', 12' OR 20' (SEE PLAN)
SIDE: 5-10' (SEE PLAN)
SINGLE FAMILY
FRONT: 6' OR 10' (SEE PLAN)
REAR: 10', 12' OR 75' (SEE PLAN)
SIDE: SEE PLAN*
MULTIFAMILY (BUILDINGS NO. 1 & 2):
FRONT YARD: 0' OR 10' (SEE PLAN)
SIDE YARD: 0'
REAR YARD: 0'
*SEE SHEET A1.0 FOR RESIDENTIAL LOT DIAGRAM

SITE DATA CHART CONT.:

DWELLING UNIT COUNT, BY TYPE:
A. MULTIFAMILY
STUDIO: 30
1 BEDROOM: 96
2 BEDROOM: 88
3 BEDROOM: 40
SUBTOTAL: 254
B. SINGLE FAMILY, TOWNHOUSE, DUPLEX UNITS
4 BEDROOM SINGLE FAMILY HOMES: 6
3 BEDROOM DUPLEXES: 12
3 BEDROOM TOWNHOUSES: 3
SUBTOTAL: 21
TOTAL DWELLING UNITS: 275

BUILDING HEIGHTS:
- SINGLE FAMILY, DUPLEXES & TOWNHOUSE: 2-3 STORIES
- MULTIFAMILY: 1-6 STORIES

REQUIRED LANDSCAPE SURFACE AREA: 20% (62,726.40 SF)
PROPOSED LANDSCAPE SURFACE AREA: 30% (94,169.09 SF)
OPEN SPACE SF REQUIRED: 5% (15,681 SF)
NATURAL AREA SF REQUIRED: 10% (31,363 SF)
TOTAL OVERALL OPEN SPACE PROVIDED: 20.3% (63,800 SF)
TOTAL ACREAGE OF HEALTHY TREE CANOPY: 0.97 AC (42,337 SF)
TREE CANOPY TO BE RETAINED: 0.25 AC (11,008 SF)
PROPOSED TREE CANOPY RETENTION: 0.53 AC (23,011 SF)

PARKING REQUIRED PER COF Z.O.: 620
PARKING REQUIRED PER MOS: 498
PARKING REQUIRED PER THE MOS + SHARED PARKING: 466
PARKING PROVIDED: 486
REFER TO DETAILED PARKING DATA CHART ON A1.4 AND PARKING STUDY PROVIDED BY KCI DATED MAY 2023.
BICYCLE PARKING REQUIRED FOR MULTIFAMILY: 0.05 SPACE/BR = 72.35
BICYCLE PARKING PROVIDED: 23

HISTORIC RESOURCE TREATMENT: 75' NATURALISTIC BUFFER BETWEEN ALPHEUS TRUETT HOUSE AND SITE.

THE MIDDLE EIGHT - OPEN SPACE REQUIREMENT CHART

SITE ACREAGE: 7.2 AC (313,632 SF)
MINIMUM 5% OPEN SPACE ACREAGE REQUIRED: 0.36 AC(15,681.60 SF)
ADDITIONAL 10% FOR NATURAL AREA: 0.72 AC (31,363.20 SF)

OPEN SPACE PROVIDED

KEY	AREA OF OPEN SPACE SF	HARDSCAPE AREA SF	HARDSCAPE AREA%	STORMWATER FEATURE INCLUDED? Y/N
OS #1 (North)	39,000	22,400	86%	N
OS #2 (NATURAL AREA)	20,800	N/A	N/A	Y
OS #3 (NATURAL AREA)	3,000	N/A	N/A	N
TOTAL PROVIDED	63,800.00	22,400.00		

OPEN SPACE PROVIDED: 0.44 AC (28,000 SF)
NATURAL OPEN SPACE PROVIDED: 0.82 AC (35,800 SF)
TOTAL OVERALL OPEN SPACE PROVIDED: 1.49 AC (63,800 SF)
NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE DATED 01-01-2023.
REFER TO C2.1 FOR OPEN SPACE PLAN.

THE MIDDLE EIGHT - BUILDING DATA CHART

BUILDING NO.	BUILDING TYPE	RESIDENTIAL (DU)	BUILDING STORIES	ASSOCIATED GARAGE PARKING	ON STREET/PARALLEL PARKING
1-2	MULTIFAMILY	254	1-6	400	28
3-5	TOWNHOME	9	2-3	6*	3
6-8, 17-18, 23	SINGLE FAMILY	6	2-3	12*	0
9-16, 19-22	DUPLEX	12	2-3	24*	12
TOTAL	-	275	-	486 PARKING SPACES	
DENSITY		38.09 DU/A		-	

*FOR THESE USES, THE GARAGE PARKING IS LOCATED WITHIN THEIR INDIVIDUAL LOTS.

IMPACT STATEMENT

GRADING/SW PLAN
THE PROPOSED DEVELOPMENT WILL CONSIST OF 275 TOTAL RESIDENCES. THESE PROPOSED RESIDENCES WILL REQUIRE POLICE, FIRE AND SOLID WASTE SERVICES. IT IS ALSO ANTICIPATED THAT RESIDENTS WILL UTILIZE PUBLIC RECREATIONAL FACILITIES. IMPACT TO SURROUNDING DRAINAGE FACILITIES IS ANTICIPATED TO BE MINIMAL AS THE PROPOSED DEVELOPMENT WILL SATISFY THE CITY REQUIREMENTS FOR STORMWATER QUALITY AND QUANTITY.

ROW/ACCESS PLAN
A TRAFFIC IMPACT STUDY WILL BE PRODUCED BY KCI BASED ON TRAFFIC COUNTS COLLECTED ON A TYPICAL WEEKDAY WHEN SCHOOLS WERE IN SESSION.

UTILITY PLAN
THE DEMAND OF THE PROPOSED DEVELOPMENT CAN BE ADEQUATELY ACCOMMODATED BY THE EXISTING INFRASTRUCTURE, AND THE PROJECT IS NOT ANTICIPATED TO HAVE A NEGATIVE EFFECT ON THE UTILITIES OR OTHER USERS THEREOF. THE PROJECT WILL USE CITY OF FRANKLIN DOMESTIC, FIRE AND IRRIGATION WATER SERVICE, AS WELL AS SANITARY SEWER SERVICE PROVIDED BY CITY OF FRANKLIN.

GENERAL NOTES:

1. THE WEST BUILDING OF THE MIDDLE EIGHT IS ONE RESIDENTIAL BUILDING ACCORDING TO THE 2018 INTERNATIONAL BUILDING CODE, ADOPTED BY THE CITY OF FRANKLIN. THE RELEVANT SECTIONS FOR THIS DETERMINATION ARE SECTION 202, SECTION 310.4, SECTION 503.1.2, AND SECTION 506.2.3.
2. DUE TO TOPOGRAPHY ISSUES ALONG DANIELS DRIVE, DWELLING UNITS ARE UP TO 10' LOWER THAN DANIELS DRIVE DUE TO EXISTING ROAD GRADE. PER THE ZONING ORDINANCE SECTION 6.7, THIS IS CONSIDERED AN EXISTING CONSTRAINT TO ALLOW FOR ACCESS FROM UNITS TO A PUBLIC STREET.
3. NOTE THAT ALL REQUIRED PARKING FOR TOWNHOMES, DUPLEXES, AND SINGLE FAMILY LOTS WILL BE MET, INCLUDING PARALLEL PARKING FRONTING THE OUTER LOOP OF FOSTER LANE. PARALLEL PARKING ALONG THE INNER LOOP OF FOSTER LANE SHALL SUPPLEMENT PARKING REQUIREMENTS FOR THE MULTIFAMILY AND RESTAURANT/CAFE USES.

ENVISION FRANKLIN DESCRIPTION: THIS DEVELOPMENT PROVIDES A MIX OF RESIDENTIAL BUILDINGS CONSISTENT WITH ENVISION FRANKLIN.

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GARY MICHAEL VOGRIN
TENNESSEE REGISTERED LANDSCAPE ARCHITECT
05-04-23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY: GV
DRAWN BY: GV2
CHECKED BY: KR
DATE: 04/10/23
KVD PROJECT NO: 21065
DRAWING TITLE: DEVELOPMENT PLAN
SHEET NUMBER: C2.0

Jamison Station | Daniels Drive | Multifamily Building No. 2 - 288' | Multifamily Building No. 1 - 234' | Foster Lane Townhomes - 72' Building No. 3-5 | 75' Buffer

Liberty Pike Elevation Looking South

Partial Street Plan

All building elevations and exterior materials are preliminary and subject to change.

NOTE: THIS PAGE PROVIDES A CONCEPTUAL SECTION AND ILLUSTRATIVE PLAN OF HOW THE SITE MAY BE DEVELOPED IN ACCORDANCE WITH THE PROJECT DEVELOPMENT PLAN. SPECIFIC PLANS WILL BE PROVIDED DURING THE SITE PLAN PHASE.

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JOSEPH M. ANTUNOVICH — REGISTERED ARCHITECT — NO. 101231 — STATE OF TENNESSEE

5/4/23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE: ARCHITECTURAL ELEVATIONS

SHEET NUMBER A1.2

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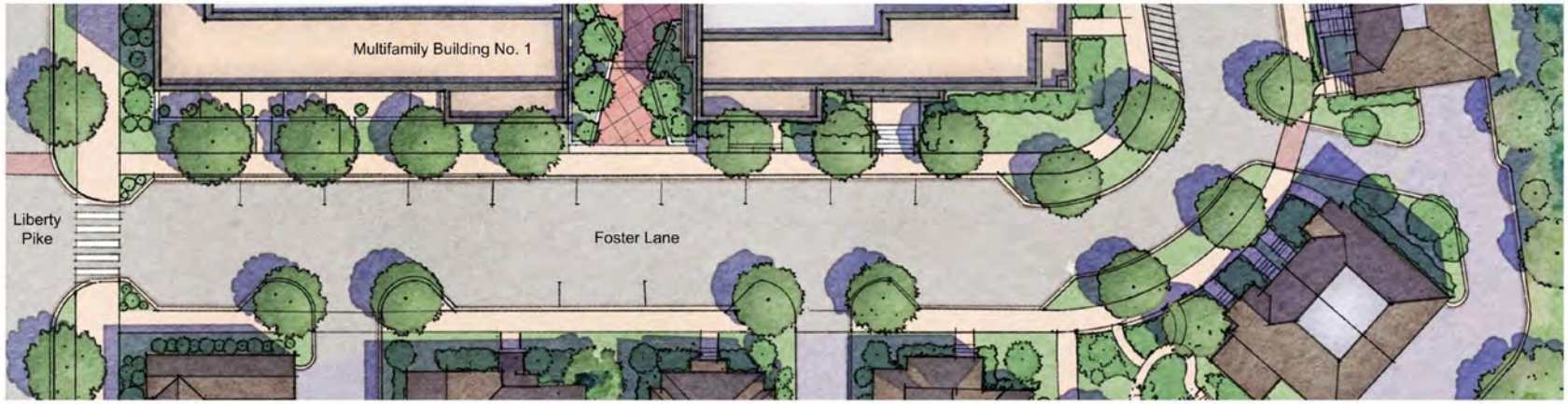
Site Section Looking East at Foster Lane



Partial Foster Lane Plan

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DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23
KVD PROJECT NO.	21065

DRAWING TITLE:
ARCHITECTURAL ELEVATIONS

SHEET NUMBER
A1.3

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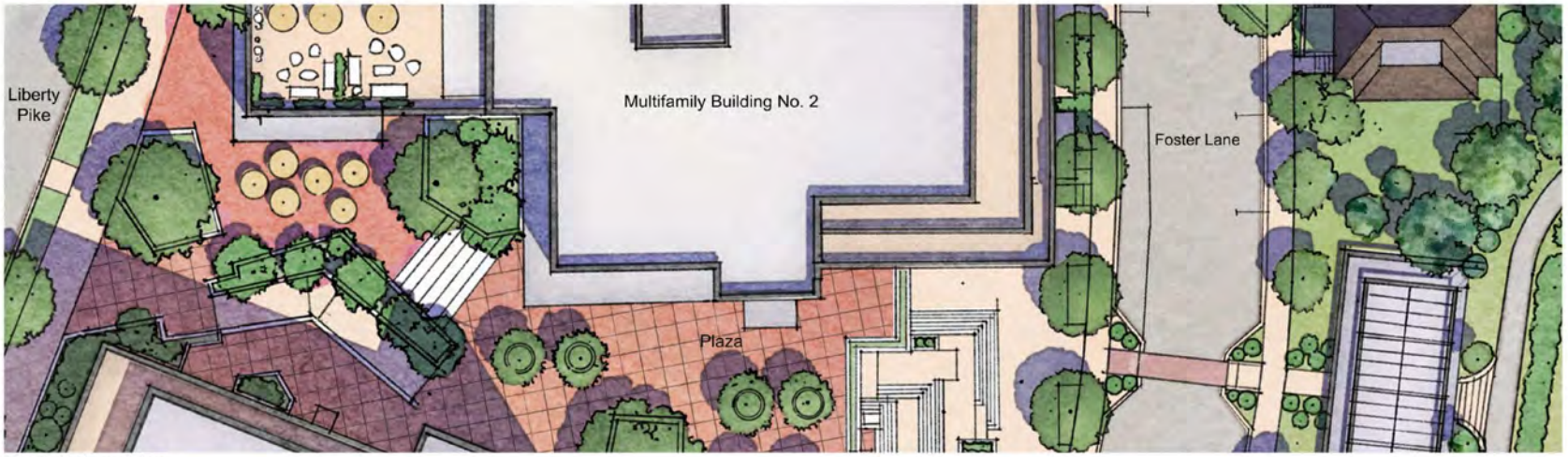
Site Section Looking East at Plaza



Partial Plaza Plan

All building elevations and exterior materials are preliminary and subject to change.

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JOSEPH M. ANTUNOVICH
STATE OF TENNESSEE
5/4/23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
ARCHITECTURAL ELEVATIONS

SHEET NUMBER
A1.4

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Site Section through Multifamily Building No. 2

Partial Plan of Multifamily Building No. 2

All building elevations and exterior materials are preliminary and subject to change.

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STATE OF TENNESSEE
5/4/23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
ARCHITECTURAL ELEVATIONS

SHEET NUMBER
A1.5

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North-South Site Section looking East

Partial Site Plan

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REGISTERED LANDSCAPE ARCHITECT
No. 2232A
STATE OF TENNESSEE
5/4/23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
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CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO.
21065

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ARCHITECTURAL ELEVATIONS

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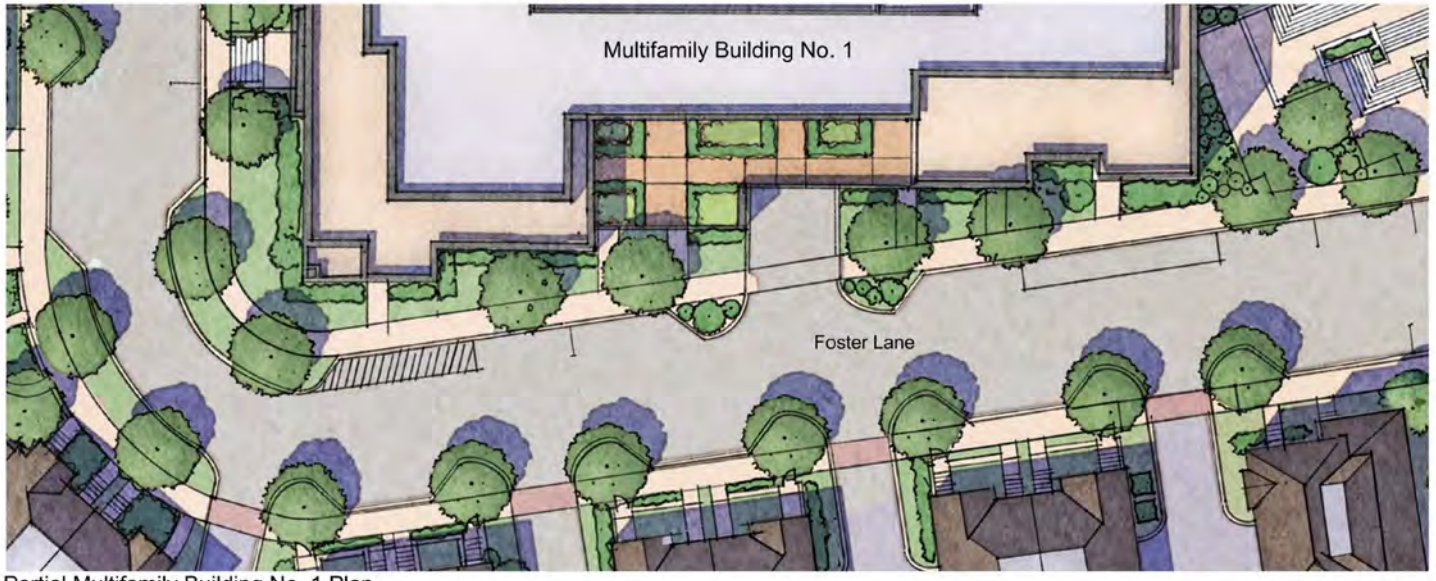
South Elevation of Multifamily Building No. 1



Partial Multifamily Building No. 1 Plan

All building elevations and exterior materials are preliminary and subject to change.

NOTE: THIS PAGE PROVIDES A CONCEPTUAL SECTION AND ILLUSTRATIVE PLAN OF HOW THE SITE MAY BE DEVELOPED IN ACCORDANCE WITH THE PROJECT DEVELOPMENT PLAN. SPECIFIC PLANS WILL BE PROVIDED DURING THE SITE PLAN PHASE.

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5/4/23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
ARCHITECTURAL ELEVATIONS

SHEET NUMBER
A1.7

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South Elevation of Multifamily Building No. 2

Partial Multifamily Building No. 2 Plan

All building elevations and exterior materials are preliminary and subject to change.

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5/4/23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO.
21065

DRAWING TITLE:
ARCHITECTURAL ELEVATIONS

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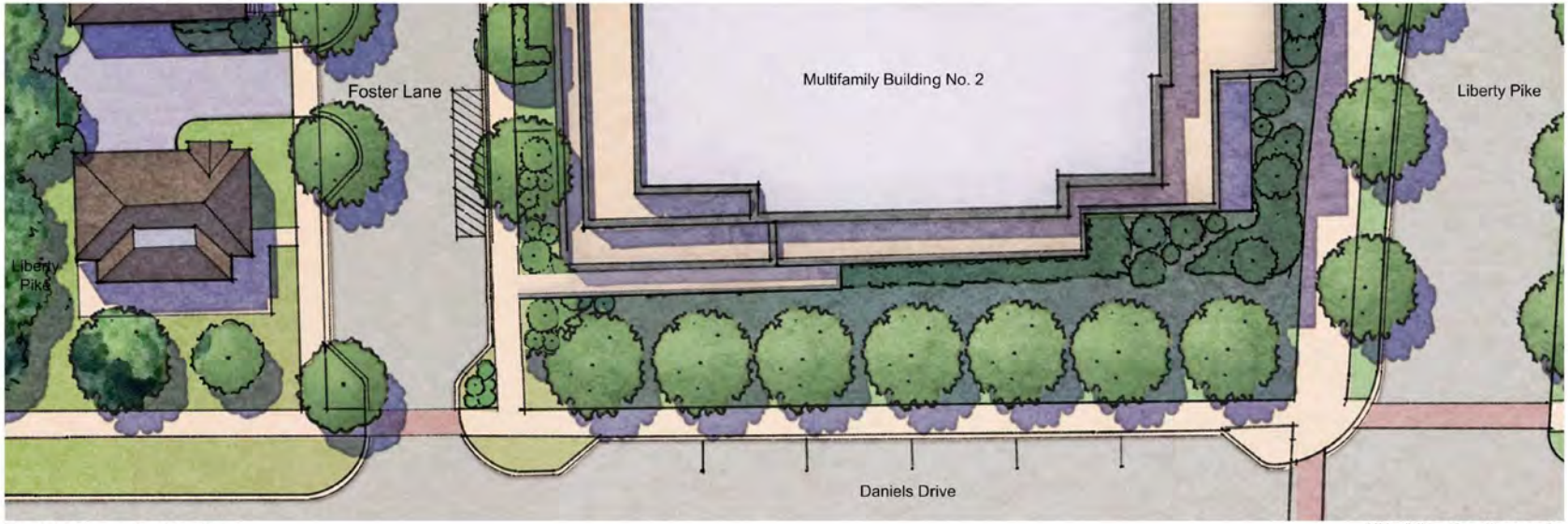
Elevation at Daniels Drive



Partial Plan at Daniels Drive

All building elevations and exterior materials are preliminary and subject to change.

DUE TO TOPOGRAPHY ISSUES ALONG DANIELS DRIVE, DWELLING UNITS ARE UP TO 10' LOWER THAN DANIELS DRIVE DUE TO EXISTING ROAD GRADE. PER THE ZONING ORDINANCE SECTION 6.7, THIS IS CONSIDERED EXISTING CONSTRAINT TO ALLOW FOR ACCESS FROM UNITS TO A PUBLIC STREET.

NOTE: THIS PAGE PROVIDES A CONCEPTUAL SECTION AND ILLUSTRATIVE PLAN OF HOW THE SITE MAY BE DEVELOPED IN ACCORDANCE WITH THE PROJECT DEVELOPMENT PLAN. SPECIFIC PLANS WILL BE PROVIDED DURING THE SITE PLAN PHASE.

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5/4/23

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO.
21065

DRAWING TITLE:
ARCHITECTURAL ELEVATIONS

SHEET NUMBER
A1.9

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BIRDS EYE VIEW

CONTEXT MAP - YOU ARE HERE

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY: GV
DRAWN BY: GV2
CHECKED BY: KR
DATE: 04/10/23
KVD PROJECT NO. 21065
DRAWING TITLE: ARCHITECTURAL RENDERINGS
SHEET NUMBER: A2.0

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

KV+D KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
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ENLARGED BIRDS EYE VIEW

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209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23
KVD PROJECT NO:	21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

SHEET NUMBER
A2.1

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TOWNHOMES ON LIBERTY PIKE

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DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	CON RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23
KVD PROJECT NO.	21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

SHEET NUMBER
A2.2

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FOSTER LANE VIEW

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DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

SHEET NUMBER
A2.3

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BUILDING NO. 1 RESIDENTIAL PLAZA

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1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY: GV
DRAWN BY: GV2
CHECKED BY: KR
DATE: 04/10/23
KVD PROJECT NO. 21065
DRAWING TITLE: ARCHITECTURAL RENDERINGS
SHEET NUMBER: A2.4

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

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THE PLAZA BETWEEN BUILDINGS NO. 1 AND 2

CONTEXT MAP - YOU ARE HERE

KV+D
KISER VOGRIN DESIGN

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO.
21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

SHEET NUMBER
A2.5

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THE PLAZA BETWEEN BUILDING NO. 1 AND 2 ACROSS LIBERTY PIKE

CONTEXT MAP - YOU ARE HERE

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DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

SHEET NUMBER
A2.6

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THE COURTYARD OF BUILDING NO. 2

CONTEXT MAP - YOU ARE HERE

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DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

SHEET NUMBER
A2.7

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THE COURTYARD OF BUILDING NO. 2 FROM ACROSS LIBERTY PIKE

CONTEXT MAP - YOU ARE HERE

KV+D
KISER VOGRIN DESIGN

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO.
21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

SHEET NUMBER
A2.8

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THE PLAZA BETWEEN BUILDINGS NO. 1 AND 2

CONTEXT MAP - YOU ARE HERE

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DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

SHEET NUMBER
A2.9

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FOSTER LANE VIEWING WEST

CONTEXT MAP - YOU ARE HERE

All building elevations and exterior materials are preliminary and subject to change.

KV+D
KISER VOGRIN DESIGN

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23
KVD PROJECT NO:	21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

SHEET NUMBER
A2.10

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SIGHTLINE VIEW BEFORE / AFTER AT LIBERTY PIKE FROM FRANKLIN ROAD

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DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

SHEET NUMBER
A2.11

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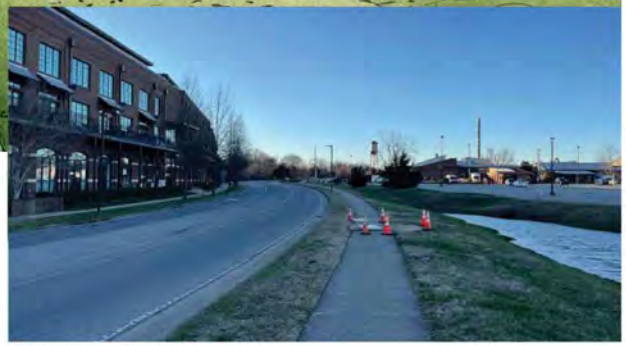
SIGHTLINE VIEW BEFORE / AFTER AT LIBERTY PIKE FROM RAILROAD



CONTEXT MAP - YOU ARE HERE

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DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

SHEET NUMBER
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POCKET PARK BETWEEN BUILDINGS NO. 8 AND 9

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DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

SHEET NUMBER
A2.13

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THE GREENHOUSE PARK

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DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF RESUBMITTAL	05/04/23	KR

DESIGNED BY:	GV
DRAWN BY:	GV2
CHECKED BY:	KR
DATE:	04/10/23

KVD PROJECT NO.
21065

DRAWING TITLE:
ARCHITECTURAL RENDERINGS

SHEET NUMBER
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PARKING GARAGE INTERIOR LOBBY

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DESIGNED BY: GV
DRAWN BY: GV2
CHECKED BY: KR
DATE: 04/10/23

KVD PROJECT NO. 21065

DRAWING TITLE: ARCHITECTURAL RENDERINGS

SHEET NUMBER: A2.15

DEVELOPMENT PLAN
THE MIDDLE EIGHT
209 OLD LIBERTY PIKE
FRANKLIN PROJECT # 8154
FRANKLIN, WILLIAMSON COUNTY, TN

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The Middle Eight

TRULAND

Real Estate Owner & Developer

Franklin, Tennessee

EQUAL HOUSING OPPORTUNITY

Truland Disclaimer

Truland Development is proposing a market-rate development project known as The Middle Eight. The project endeavors to provide a subset of smaller units, with studios starting at 420 square feet, a series of smaller 1-bedrooms at 525 square feet, and a select offering of 2-bedrooms beginning at 750 square feet. These supplement the larger units typical in the market and allow people to choose quality and location over size. Based on today's market values, we expect that studios and smaller units at The Middle Eight will be attainable for those with household incomes starting at approximately $52,000.

The project will utilize market rate construction capital and cannot be subject to compliance or rent restrictions associated with typical affordable and workforce housing financing. Several of the unit types will fit into current workforce level rent and income thresholds by nature of the sizes provided, yielding lower monthly market rents driven by size. Unit sizes, mix and count are subject to change as the project develops to maintain economic viability.

Implication of Staff Comment 91/Condition of Approval:

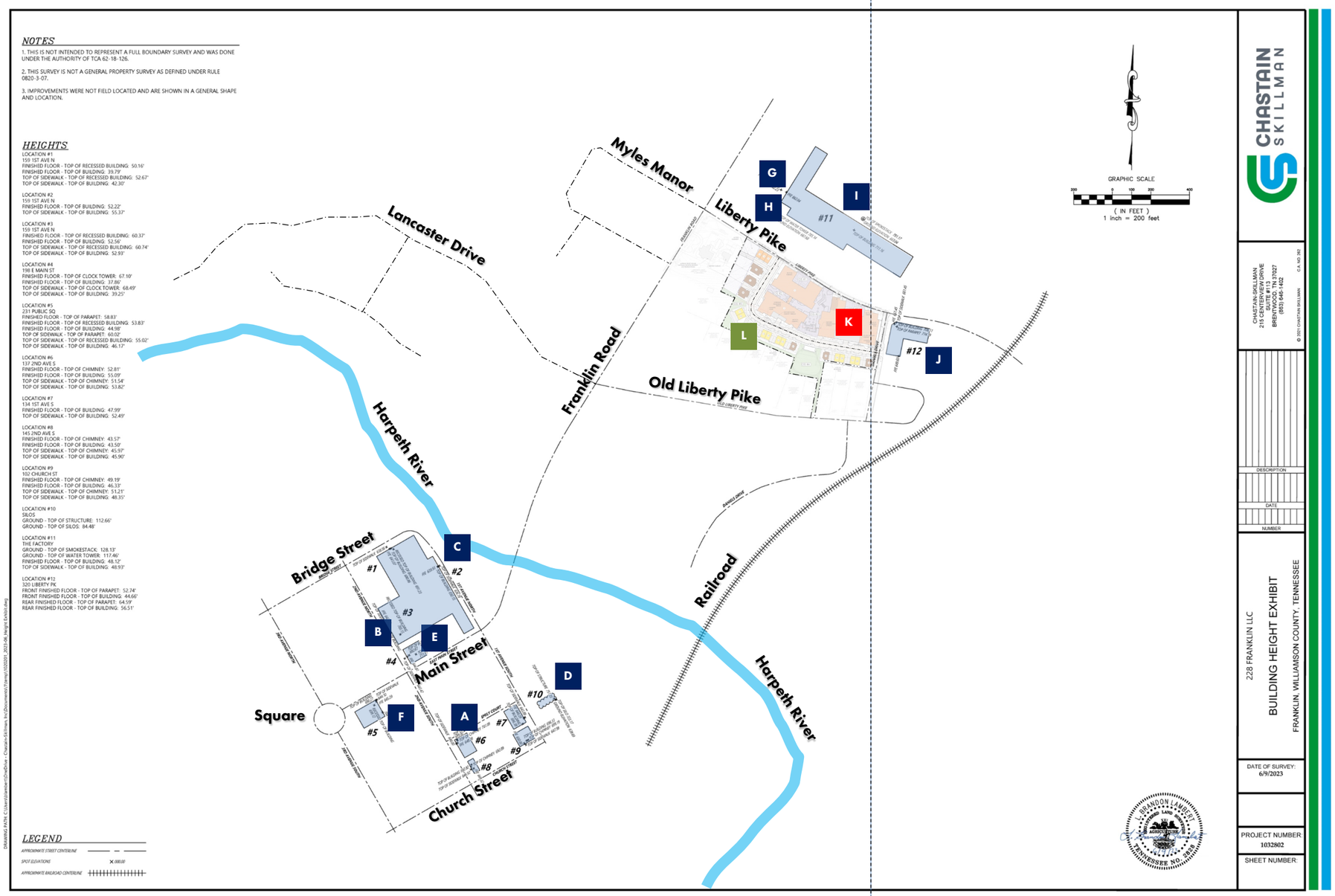
The proposed 57 foot 5-story building will not be possible per the requirements of condition #91. This same design was preliminarily approved by the Historic Zoning Commission February 13, 2023, at 57 feet tall.

This condition will create a loss of 47 workforce level housing units.

BOMA Work Session

June 13, 2023

As-built Survey of Comparable Buildings in Historic Franklin – Vicinity Map



Location of Comparable Tall Buildings *

- **A** Brownstones **51.5'**
- **B** Harpeth Hotel **60.4'**
- **C** Harpeth Square **52.2'**
- **D** Silos **112.7'**
- **E** 198 East Main **67.1'**
- **F** 231 Public Square **58.8'**
- **G** The Factory **48.1'**
- **H** The Factory Water Tower **117.5'**
- **I** The Factory Smokestack **128.1'**
- **J** Jamison Station **52.7'**
- **K** SITE – The Middle Eight **57' (proposed)**
- **L** SITE – Treeline height facing Old Liberty Pike **50-85'**

* finished floor to top of building and any recessed portion

As-built Survey of Comparable Buildings in Historic Franklin – Elevations & Structure Heights

Quote from the meeting minutes by Historic Zoning Commissioner Le Marinel regarding his recommendation for approval :

Commissioner Le Marinel stated that he believes "the scale of Middle Eight is appropriate compared to its neighbors. The flat elevation images on the screen are misleading as much time and effort have been spent designing the buildings so that they don't sit flat. The buildings don't sit right at the street and the full height of the building is seen at the corners. A massive building has been broken down into smaller pieces with a courtyard interjected in the middle. Every architectural tool available has been used to break down the massing of the building. The proposal deserves a positive recommendation because by showing the transition to Franklin Road and down Liberty Pike and stepping up incrementally in height and plan, every effort has been made to create a development that fits the context of the surroundings."

Brownstones

Harpeth Hotel

Harpeth Square

Silos

198 East Main Street

231 Public Square

The Factory - Franklin Road Entrance

The Factory
Water Tower

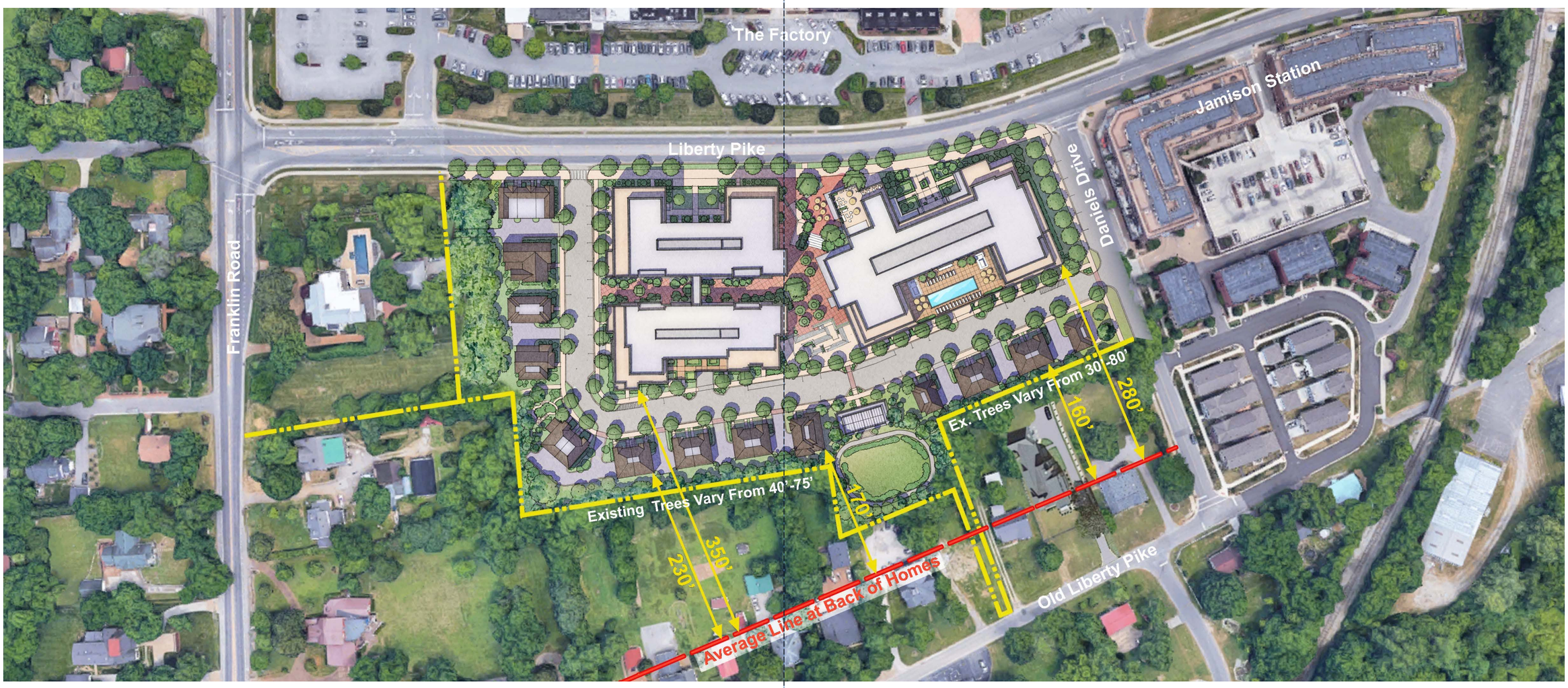
The Factory Smoke Stack

Liberty Pike Elevation Looking South

All building elevations and exterior materials are preliminary and subject to change.

TRULAND | KV+D KISER VOGRIN DESIGN | ANTUNOVICH ASSOCIATES ARCHITECTURE · PLANNING · INTERIOR DESIGN | FULMER LUCAS | KCI TECHNOLOGIES | streetsense. | ALDAY PUBLIC RELATIONS | THE CONCORD GROUP | HARDAWAY CONSTRUCTION

Tree Heights and Viewsheds from Old Liberty Pike



Impact of Height & Density on the Opportunity to Provide Smaller/Attainably Designed Units (at workforce rent levels)

The Middle Eight (5-story East Bldg)
254 Market Rate Rental Apartments *

Unit Description	Beds	Unit Count	Unit Mix	Rentable SF	Workforce Level Units (80-150% AMI) ****
Studio	0	30	12%	421 - 500 SF	**30**
1 Bedroom	1	96	38%	528 - 950 SF	**96**
2 Bedroom	2	88	35%	764 - 1597	**50**
3 Bedroom	3	40	16%	1799 - 2177 SF	0
Total		**254**	**100%**	**1,027 SF**	**176** of 254

The Middle Eight (4-story East Bldg)
225 Market Rate Rental Apartments *

Unit Description	Beds	Unit Count	Unit Mix	Rentable SF	Workforce Level Units (80-150% AMI) ****	Variance to 5-story
Studio	0	20	9%	421 - 500 SF	**20**	**-10**
1 Bedroom	1	75	33%	528 - 950 SF	**75**	**-21**
2 Bedroom	2	88	39%	764 - 1597	**34**	**-16**
3 Bedroom	3	42	19%	1799 - 2177 SF	0	0
Total		**225**	**100%**	**1,146 SF**	**129** of 225	**-47**

47 less workforce level apartment homes are provided within the 4-story building

Harpeth Square (Comparison)
150 Market Rate Rental Apartments

Unit Description	Beds	Unit Count	Unit Mix	Rentable SF	Workforce Level Units (80-150% AMI) ****
Studio	0	12	8%	675 SF	**12**
1 Bedroom	1	34	23%	795 SF	**34**
2 Bedroom	2	60	40%	1,238 SF	0
3 Bedroom	3	44	29%	1,945 SF	0
Total		**150**	**100%**	**1,102 SF**	**46** of 150

Trade offs between 4&5-story buildings

- Loss of 47 workforce level apartments
- Loss of +/- $215,000 per year in taxes

** Only rental apartment units - does not include (22) townhomes, single-family and duplex units*

*** Downtown market rent/Harpeth Square data source: Costar 6.6.23*

**** Rent limit by AMI - data source: Novogradac/HUD 6.6.23*

***** Household size 1 person/bedroom + 1*

Workforce Housing (as defined by The City of Franklin)

Workforce Housing means housing that is affordable, according to the U.S. Department of Housing and Urban Development, for either home ownership or rental, and that is occupied, reserved, or marketed for occupancy by households with a gross family income that is greater than 80 percent but does not exceed 150 percent of the median gross family income for households of the same size within the Nashville - Davidson - Murfreesboro - Franklin, Tennessee MSA as established in the schedule published annually by HUD.

City of Franklin

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

File #: 21-04576

DATE: June 14, 2023

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of COF Contract No. 2023-0095, With 228 Franklin, LLC For Parkland Impact Fee And Construction Agreement For The Middle Eight
WS 6/13/23

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Parkland Impact Fee and Construction Agreement for The Middle Eight.

BACKGROUND/STAFF COMMENTS:

The Owner is in the process of developing the property located at 209 Old Liberty Pike ("Development Project"), located in Parkland Quadrant #1 of the City, consisting of 275 dwelling units on the property known as The Middle Eight. The Owner intends to develop or cause the development of appurtenances and parkland amenities ("Parkland Project") consisting of plazas, courtyards, seating areas and enhanced hardscape and landscape amenities approximately 7.2 acres.

FINANCIAL IMPACT:

The Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City's Parkland Dedication Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405, "Ordinance"); and the Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars ($4,304.00) per dwelling unit. The total Parkland Impact Fee for Owner is One Million One Hundred Eighty-Three Thousand Six Hundred and No/100 Dollars ($1,183,600.00).The Owner shall pay Twenty-Five percent (25%) of the Total Parkland Impact Fee obligation at the recording of the first final plat or the issuance of the first building permit when a plat is not required for any property that includes a structure with dwelling units, and the remaining Seventy-Five percent (75%) shall be paid per permit in the pro-rated amount of Three Thousand Two Hundred Twenty-Eight and 00/100 ($3,228.00) until such time the total obligation has been satisfied. The Owner has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project. The estimated amount of such eligible costs, and the potential offset, was determined by the

Parks Department Director, or designee to be Five Hundred Thousand Ninety-One Eight Hundred and No/100 Dollars ($591,800.00).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2023-0095.

PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT
FOR PRIVATE/PUBLIC
BETWEEN THE CITY OF FRANKLIN AND 228 Franklin, LLC
CONTRACT NO. 2023-0095

This PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT ("Agreement"), made and entered into this_____day of _____ 2023 by and between THE CITY OF FRANKLIN, TENNESSEE ("City") and 228 Franklin, LLC, developer of that certain land known as The Middle Eight in Williamson County, Tennessee, as more particularly described in Exhibit A attached hereto ("Owner") pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code.

WITNESSETH:

WHEREAS, Owner is in the process of developing Williamson County Property Tax Assessor's Map #63M Parcel #04.00 ("Development Project"), located in Parkland Quadrant #1 of the City, consisting of 275 dwelling units on the property known as The Middle Eight; and

WHEREAS, Owner intends to develop or cause the development of appurtenances and parkland amenities ("Parkland Project") consisting of plazas, courtyards, seating areas, and enhanced hardscape and landscape amenities on approximately 7.2 acres, all as more particularly shown and described on Exhibit A; and

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

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

WHEREAS, the total Parkland Impact Fee for Owner is One Million One Hundred Eighty-Three Thousand Six Hundred and No/100 Dollars ($1,183,600.00); and

WHEREAS, Owner shall pay twenty-five percent (25%) of the Total Parkland Impact Fee obligation at the recording of the first final plat or the issuance of the first building permit when a plat is not required for any property that includes a structure with dwelling units, and the remaining seventy-five percent (75%) shall be paid per permit in the pro-rated amount of Three Thousand Two Hundred Twenty-Eight and No/100 ($3,228.00) until such time the total obligation has been satisfied; If the total amount of dwelling units is 12 and under, the total Parkland Impact Fees should be paid up front; and

WHEREAS, Owner has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project. The estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director, or designee, on April 17, 2023, to be Five Hundred Ninety-One Thousand Eight Hundred and No/100 Dollars ($591,800.00); and

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

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

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

I. AGREEMENT FOR PARKLAND CONSTRUCTION AND DEDICATION

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.

2. Owner agrees to and has attached all pertinent exhibits to this Agreement prior to the first submittal of this Agreement to the City for review. Owner further understands that failure to provide all pertinent exhibits prior to the first submittal of this Agreement for review will result in a delay in the agreement approval process.

3. Owner agrees to provide the City of Franklin with a Certificate of Liability Insurance evidencing General Liability insurance at $1,000,000 per occurrence and $2,000,000 aggregate limits that shall reflect the City of Franklin as Certificate Holder. Owner shall provide this Certificate of Liability Insurance prior to the signing of this Agreement and shall provide an updated Certificate of Liability Insurance as General Liability insurance renews or changes throughout the term of this Agreement.

4. The total estimated cost of land, design, and the cost of labor, equipment, supplies, and materials used to construct the Project is Five Hundred Ninety One Thousand Eight Hundred and No/100 Dollars ($591,800.00); as more particularly described in Exhibit B, and the estimated total offset to Owner is Five Hundred Ninety One Thousand Eight Hundred and No/100 Dollars ($591,800.00); upon submittal and approval of supporting documentation. Costs for the Parkland Project including land value as determined by the predetermined land value in the Ordinance, shall be valued at One Hundred Percent (100%) of the total costs, and costs for the private Project shall be valued at Fifty Percent (50%) of the total costs, as further stated in Exhibit B. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the development.

5. As provided in Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does not exceed the total Parkland Impact Fees due for the Development Project.

6. Owner shall be responsible for the location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocation or protecting public utilities.

7. All improvements, uses, and activities shall comply with the policies established by the City of Franklin Zoning Ordinance and Municipal Code and with the terms and conditions of this Agreement.

8. Upon Completion, and prior to acceptance, of the Parkland Project improvements, Owner shall provide reasonable documentation for all such costs and provide notarized

release of liens.

9. Organized Events. If an event requires a Special Event Permit, Owner or the sponsoring entity must obtain the permit from the City prior to the event occurring on the Parkland Project area.

10. Final as-built plans shall be submitted immediately following completion of construction activities. If the Project is developed in phases, as-built plans for each phase shall be submitted once the work is complete in that phase. Acceptance of Parkland dedication and construction projects will not be issued until satisfactory as-built plans have been approved by the Parks Department Director and the City Engineer. All aspects of the Project that have been affected by construction shall be verified and appear on the as-built plans. This would include, but is not limited to the following items:

- All property lines and easements
- New and Existing structures (include restrooms, playground equipment, trail/multi-use paths, trail heads, pavilions, pools, etc.)
- Location of all "as-built" work with station and offsets
- Height and location of all fences, walls, screens, trees, and hedges over 42" tall
- All commercial driveways, paved areas, and required parking spaces
- All concealed components with station and offsets (include known buried cables, utilities, drainage structures, etc.)
- All utilities
- File formats shall be in a *.PDF along with either *.DWG, *.DXF, *.DGN, or AutoDACr14
- Two paper sets

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

Concealed components will require documented proof to be submitted with the as-built plans in the form of a certified construction log that has been generated by the design engineer. As-built plans are required to be endorsed by a Tennessee registered professional engineer and or a registered land surveyor.

11. Barring force majeure or weather delays, Owner agrees, upon thirty (30) days written notice from the City, to remove, maintain, repair, or replace trees, landscaping, and trail damage as described herein that may require reasonable removal, maintenance, repair, or replacement. The City reserves the right to assess the health of trees and landscaping, and the condition of the Parkland Project and whether trees, landscaping, and Parkland Project improvements must be replaced and maintained. If no remedy is made within the specified time, the City reserves the right to remove all affected trees and landscaping and repair the area with notice to Owner and at the sole cost and expense of Owner. Owner shall submit payment for full cost and expense incurred by the City within forty-five (45) days of the date of the invoice.

12. In the case of emergency situations where an unplanned disturbance of the trees, landscaping, and/or the Parkland Project occurs due to natural disaster, the City will perform emergency infrastructure repairs or conduct a public safety/emergency response. The City will minimize the disturbance to the extent feasible and will act swiftly for the purposes of public health, safety, and welfare. The City will bring the site back to substantially similar condition as soon as practicable, subject to budgetary

constraints, other priorities that serve the public health, safety, and welfare, seasonal limitations for replacement or planting, and weather delays.

13. The Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.

14. This Agreement is non-transferable to the successors or assigns of Owner unless the successor assumes the same obligations of Owner in writing. Any assignment, in whole or in part, shall be provided to the City within fifteen (15) days after the transfer of the Development Project and must be approved by the City's Board of Mayor and Aldermen.

15. Owner shall exercise the rights, privileges, and permission granted herein at Owner's own risk. Owner shall not claim any damages from the City for any injuries or damages, including death, due to the exercise of such rights, privileges, or permission or the condition of the Project. Owner shall not be precluded from damages directly resulting from the gross negligence or willful misconduct by the City and its Mayor, Aldermen, officers, employees, officials, and agents. Owner shall indemnify and hold harmless the City, its Mayor, Aldermen, officers, employees, officials, and agents, from and against all claims, actual damages, actual losses, and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected with the failure of Owner to comply with any of the provisions herein or with the City's direction to remove and/or maintain any trees, landscaping, or portions of the Parkland Project depicted in Exhibits A and B. The City shall not be liable to Owner should Owner's use of the property be hindered or disturbed. The City will not be liable to Owner for any reason not specifically stated herein.

16. The City and Owner agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.

17. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.

18. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

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

In the case of Owner:

228 Franklin, LLC
Attn: Amanda McKeehan, Manager or Charles Rulick, Manager
227 3rd Avenue North
Franklin, TN 37064

19. This Agreement shall be recorded with the Williamson County Register of Deeds with a copy maintained in the City Recorder's office in City Hall, 109 Third Avenue South, Franklin, TN 37064. Upon completion of this agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.

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

II. GENERAL TERMS AND CONDITIONS

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

2. Warranties /Limitation of Liability/Waiver.
The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Owner to limit its liability shall be void and unenforceable.

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

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

CITY OF FRANKLIN, TENNESSEE **Attest:**

By:_____ By: _____
Dr. Ken Moore, Mayor Eric S. Stuckey, City Administrator

Date:_____ Date:_____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

Witness my hand and seal, at office, this_____day of_____, 20___.

_____
NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By:_____
J. Blake Harper
Staff Attorney

OWNER: 228 FRANKLIN, LLC

By: Truland Development Company, LLC

Its: Manager

By: _____

Print Name: Charles A. Rulick, Jr.

Title: Member/Manager

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

STATE OF Tennessee)
)
COUNTY OF Williamson)

On 5-25-23, before me, Barbara R. Muncy, Notary Public, personally appeared Charles A. Rulick, Jr who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

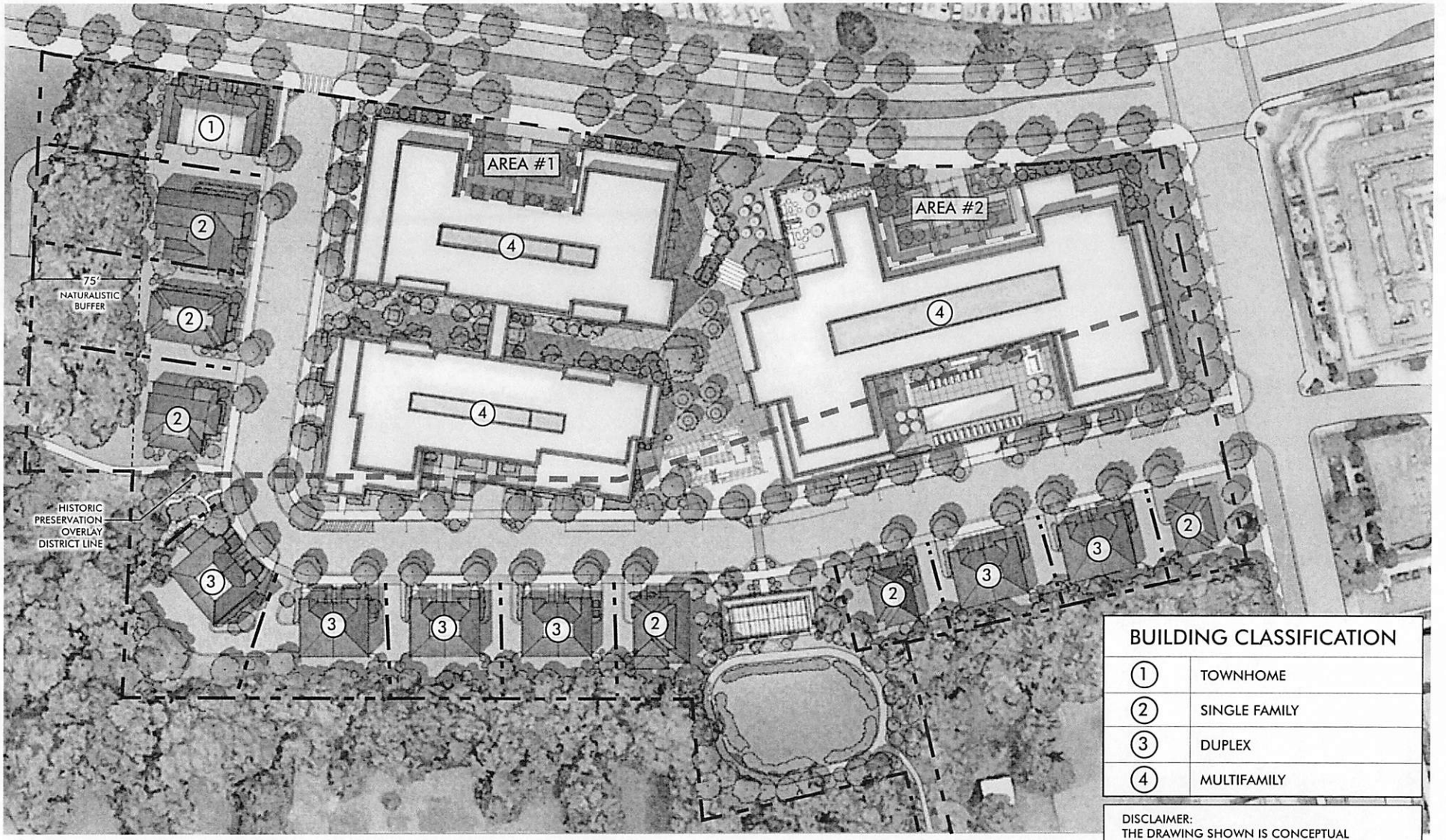
I certify under PENALTY OF PERJURY under the laws of the State of Tennessee that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires: My Commission Expires April 3, 2027

BARBARA R. MUNCY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY



BUILDING CLASSIFICATION	
1	TOWNHOME
2	SINGLE FAMILY
3	DUPLEX
4	MULTIFAMILY

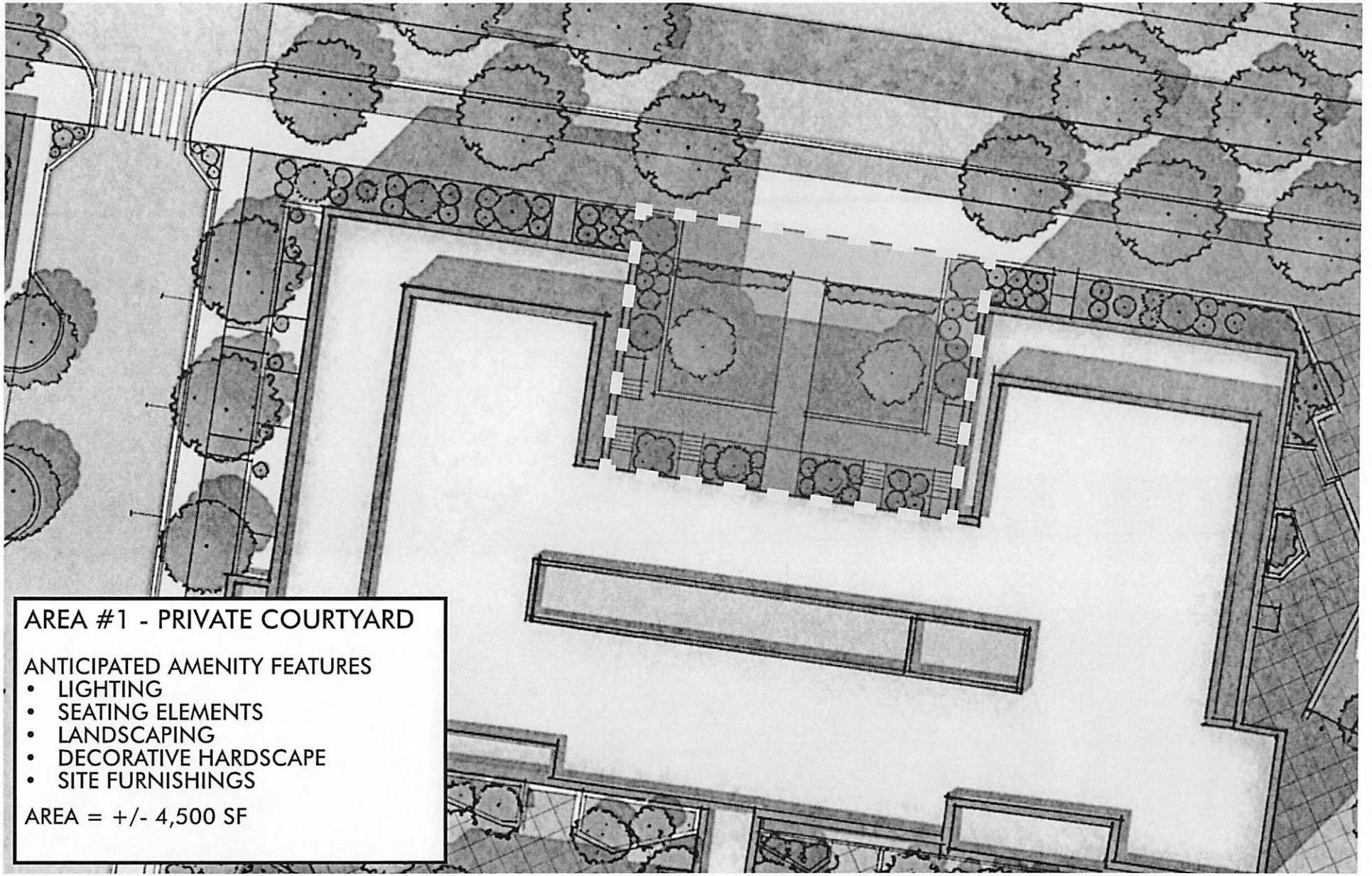
DISCLAIMER:
THE DRAWING SHOWN IS CONCEPTUAL ONLY AND FOR REFERENCE AND ILLUSTRATIVE PURPOSES ONLY. THIS DRAWING CAN CHANGE AND/OR BE REVISED AT ANYTIME WITHOUT PRIOR NOTIFICATION AND SHOULD NOT BE RELIED UPON AS A FINAL REPRESENTATION OF THE FINAL BUILT PROJECT.

ANTUNOVICH ASSOCIATES
ARCHITECTURE PLANNING INTERIOR DESIGN
TRULAND
streetsense.
FULMER LUCAS
KCI
KV+D KISER VOGRIN DESIGN

OVERALL MASTER PLAN
THE MIDDLE EIGHT
FRANKLIN ,WILLIAMSON COUNTY ,TN

APRIL 17, 2023
PROJECT #21065

0 100 200
SCALE: 1" = 100'



ANTUNOVICH ASSOCIATES
ARCHITECTURE PLANNING INTERIOR DESIGN

TRULAND

streetsense.

FULMER LUCAS

KCI

KV+D
KISER VOGRIN DESIGN

AREA #1 - PRIVATE COURTYARD

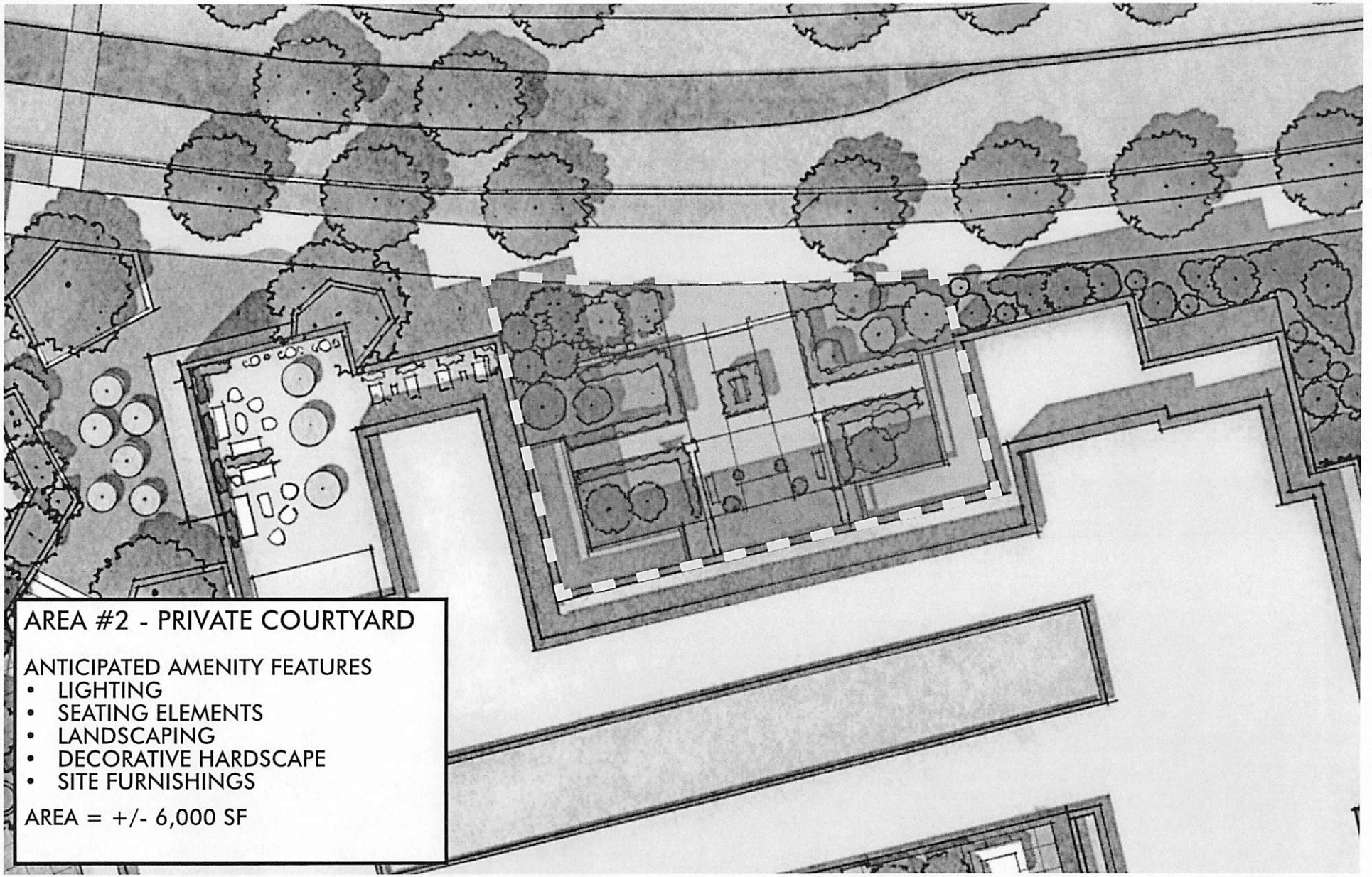
THE MIDDLE EIGHT

FRANKLIN , WILLIAMSON COUNTY , TN

APRIL 17, 2023
PROJECT #21065

0 30 60

SCALE: 1" = 30'



ANTUNOVICH ASSOCIATES
ARCHITECTURE PLANNING INTERIOR DESIGN
TRULAND
streetsense.
FULMER LUCAS
KCI
KV+D KISER VOGRIN DESIGN

AREA #2 - PRIVATE COURTYARD
THE MIDDLE EIGHT
FRANKLIN , WILLIAMSON COUNTY , TN

APRIL 17, 2023
PROJECT #21065

0 30 60
SCALE: 1" = 30'

THE MIDDLE EIGHT - Parkland Requirements - Exhibit B

Descriptions	Quantity	Unit	Unit Price	Total
Total Required Parkland Dedication	**275**	**Units**	**$4,304**	**$1,183,600**
Area 1 – Private Courtyard				
Amenity Allowance	4,500	SF	---	$295,900
Area 2 – Private Courtyard				
Amenity Allowance	6,000	SF	---	$295,900
Total Cost for Design and Construction	10,500	SF		**$591,800**
			Total	**$591,800**

Total cost of Project	**$591,800**
Parkland Impact Fee Requirement	**$1,183,600**
Allowable 50% Offset	$591,800
Dedication Beyond Requirement	0

Note: All proposed improvements to be completed in one phase.

File #: 21-04818

DATE: June 13, 2023

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Mark Hilty, Asst. City Administrator Public Works
Michelle Hatcher, Director of Water Management
Paul Holzen, Director of Engineering
Chris Franklin, Public Works Operations Analyst

SUBJECT:

*Consideration Of COF Contract No. 2023-0172, With The Tennessee Department Of Environment & Conservation American Rescue Plan Act For The Non-Competitive Grant Amount Of $4,679,357.36

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the grant contract with the Tennessee Department of Conservation (TDEC) for the non-competitive American Rescue Plan Act funding.

BACKGROUND/STAFF COMMENTS:

In October 2022, the City applied for a non-competitive grant under the American Rescue Plan Act (ARPA) delineated for the City of Franklin. Under the funding, the City will provide a 35% match for all funding that can be used for rehabilitation or resource protection in water, wastewater, and stormwater fields. The following projects are included in the ARPA project:

WW-PDC-1 - Spencer Creek Pump Station Rehab- 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 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.

WW-PDC-2 - ABW Filter Rehab at WRF - The 1997 upgrades to the Franklin WRF facility 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.

WW-PDC-3- Chlorine Injection Points for WRF Reclaimed Waters - 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 location 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.

WW-PDC-4- WRF Plant Water Booster Pumps - 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.

WW-PDC-5- Return Sludge Pump Station - 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.

SW-PDC-1-Liberty Hills Stream Restoration-Ralston Branch flows through an inline retention pond within Liberty Hills Subdivision's HOA common space. This project aims to remove the inline retention pond and restore the segment of Ralston Creek that originally flowed through this area. The City has hired a stream restoration design consultant to utilize natural stream restoration design components to restore this segment of Ralston Branch to a naturally flowing stream. This will also include a 60' adjacent riparian buffer with native plantings installed through the reach. This project will improve the sediment-carrying capacity of the overall stream segment. This project includes the necessary permitting, survey, design, and FEMA submittals.

The Water Reclamation Facility Resiliency work is occurring through an approved contract with CDM Smith in the WMD, and the Liberty Hills work is managed through a contract with CEC in the Stormwater Division of the Engineering Department. Both projects will be finished by the administrative deadline of September 2026.

FINANCIAL IMPACT:

For the non-competitve ARPA grant, a 35% match is required. The funding for the Water & Sewer Utility projects will come out of the Water and Sewer Utility Fund and the Liberty Hills Stream Restoration project is a transfer from the City's General Fund.

Sources of Funds	
TDEC ARPA Grant	$4,679,357.36
City Match- Transfer from General Fund for Liberty Hills Stream Restoration Project	700,000.00
City Match- Water & Sewer Utility Fund	1,819,653.96
Total Sources of Funds	$7,199,011.32

Uses of Funds	
Liberty Hills Stream Restoration Project (Stormwater Drainage Improvements)	$2,000,000.00
Multiple Water & Sewer Utility Capital Projects	5,199,011.32
Total Uses of Funds	$7,199,011.32

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract 2023-0172 with the Tennessee Department of Environment & Conservation for the American Rescue Plan Act grant funding.

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
March 3, 2021	September 30, 2026	32701-05134	75541

Grantee Legal Entity Name	Edison Vendor ID
City of Franklin	0000001552

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number

Grantee's fiscal year end: June 30

Service Caption (one line only)

This is a Non-Collaborative Proposal by the City of Franklin for five (5) wastewater projects and one (1) stormwater project.

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	$0.00	$4,679,357.36	$0.00	$0.00	$4,679,357.36
	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL:	**$0.00**	**$4,679,357.36**	**$0.00**	**$0.00**	**$4,679,357.36**

Grantee Selection Process Summary

☐ Competitive Selection

☒ Non-competitive Selection

The Water Infrastructure Investment Plan (WIIP) addresses the Tennessee Department of Environment and Conservation's (TDEC) deployment of American Rescue Plan (ARP) Fiscal Recovery Fund dollars toward water infrastructure projects. It includes three primary strategies for disbursing ARP funds as part of its water infrastructure investment program: formula-based non-competitive grants to counties and eligible cities; state-initiated strategic projects; and competitive grants to eligible grant applicants. The allocation amount for the formula-based non-competitive grants is $1 billion. The funding allocation model includes a base allocation, an Ability-to-Pay Index (ATPI) population allocation, and a population allocation. A city or county's total allocation is the sum of the base allocation, population allocation, and ATPI population allocation. TDEC modeled the allocation formula after the U.S. Treasury's allocation for the Coronavirus State and Local Fiscal Recovery Funds program.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Scott Grammer \ MKH

CPO USE - GG

Speed Chart (optional)

Account Code (optional)

Law Dept approved 6.14.23

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CITY OF FRANKLIN

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Franklin, hereinafter referred to as the "Grantee," is for the provision of drinking water, wastewater, or stormwater infrastructure, or any combination of the three types of infrastructure as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001552

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The State's Water Infrastructure Investment Plan describes how the State plans to invest the American Rescue Plan (ARP) fiscal recovery funds allocated to Tennessee for water infrastructure projects. Based on federal guidance, the State has developed a framework for distributing these funds by establishing three water infrastructure types (drinking water, wastewater, and stormwater) and four project award types (investigation and planning; investigation, planning, and design; planning, design, and construction; and construction only).

A.3. Grantee shall provide services corresponding to the following water infrastructure types as detailed in the Grantee's WIIP non-competitive grant proposal ("grant proposal"), check all that apply:

- ☐ Drinking Water
- ☒ Wastewater
- ☒ Stormwater

A.4. Grantee shall provide services corresponding to the following project award type(s) as detailed in the Grantee's grant proposal (check all that apply):

- ☐ Investigation and Planning
- ☐ Investigation, Planning, and Design
- ☒ Planning, Design, and Construction
- ☐ Construction Only

A.5. Grantee shall address a minimum of two critical needs for each water infrastructure type represented in the Grantee's grant proposal and as identified in the Grantee's Tennessee Infrastructure Scorecard summary or summaries ("scorecard summary"). Critical needs for each individual water infrastructure system must be addressed according to the critical needs matrix in the State's Non-Competitive Grant Manual. This includes partner, pass-through, and subrecipient systems.

A.6. Grantee must provide verification to the State of a complete and comprehensive asset management plan (AMP) based on the schedule in the approved application for each water infrastructure system identified in the Grantee's proposal by:

i. Certifying the AMP meets or exceeds all elements of the AMP standard template posted on the State's website at https://www.tn.gov/environmental/arp.html;
ii. Providing a copy of the capital improvement plan (sometimes referred to as a business action plan) or the Capital Improvement Needs worksheet from the state AMP template.

A.7. Grantee shall complete a final Tennessee Infrastructure Scorecard ("Scorecard") and provide the scorecard summary for review and approval according to the approved individual project schedule for each water infrastructure system executing a project under this Grant Contract. The final Scorecard(s) shall:

i. Include three years of data from audited financial statements; and
ii. Demonstrate that a minimum of two critical needs were addressed to the standard or threshold set in the critical needs matrix, or if two critical needs were not fully met, the Grantee shall provide a justification for any critical needs not resolved.

A.8. Grantee shall provide all reports required of pass-through entities and subrecipients according to the US Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds to the State in a timely manner as determined by the State.

A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

i. This Grant Contract document with any attachments or exhibits;
ii. Grantee's application packet, which includes the grant proposal, incorporated to elaborate supplementary scope of services specifications; and
iii. The State's Non-Competitive Grant Manual as updated on 4/18/2020. The manual can be downloaded at https://www.tn.gov/environment/arp.html.

A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, incorporated in this Grant Contract.

A.11. The Grantee may submit to the State a written request to amend an individual project schedule, which the State may, but is not required to, approve. The written request to amend the individual project schedule must be submitted to the State no less than 60 days prior to the earliest milestone to be amended. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended project schedule. Failure to adhere to the project schedule established or secure an amended project schedule from the State will constitute a breach of this Grant Contract and may result in loss of all or part of the grant award.

A.12. **Investigation and Planning** (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Investigation and Planning project identified in the grant proposal according to each individual project schedule.

i. Engineering agreement(s) for all individual projects for review and approval no later than 60 days after Grant Contract award.

ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued compliance order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must provide

an approved corrective action plan (CAP) and verification the system is on schedule with the CAP.

iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval.

iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must provide an aging infrastructure replacement or demand reduction plan for review and approval.

v. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

vi. Grantee shall develop a preliminary engineering report (PER) or facilities plan (FP) for every individual project (including stormwater) identified according to the State's "Design Criteria for Review of Sewage Works Construction Plans and Documents".

vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

A.13. **Investigation, Planning, and Design** (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Investigation, Planning, and Design project identified in the grant proposal according to each individual project schedule.

i. Engineering agreement for all individual projects to the State for review and approval no later than 60 days after Grant Contract award.

ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must provide an approved CAP, complete any reports, manuals, or construction documents as outlined in the CAP, and verification the system is on schedule with an approved CAP.

iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval.

iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must provide an aging infrastructure replacement or demand reduction plan for review and approval.

v. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

vi. Grantee shall develop a PER or FP for every individual project (including stormwater) identified according to the State's "Design Criteria for Review of Sewage Works Construction Plans and Documents".

vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

viii. Grantee shall develop plans and specifications for every individual project. The Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.

A.14. **Planning, Design, and Construction** (applicable only if checked in A.4)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Planning, Design, and Construction project identified in the grant proposal according to each individual project schedule. Grantee is not required to proceed to construction for every individual project listed in the Grantee's proposal so long as each water infrastructure system identified in the proposal as executing a Planning, Design, and Construction award type with critical needs identified in A.5. include a construction component or demonstrate the terms of this Grant Contract can be met with a combination of funding sources or without the use of this grant funding.

i. Grantee may only proceed to construction for individual projects identified for construction in the grant proposal.

ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must:

a. Provide an approved corrective action plan/engineering report (CAP/ER);

b. Provide reports, manuals, or construction documents as required by the CAP/ER and according to CAP/ER schedule;

c. Complete a construction budget with a schedule that demonstrates all actions outlined in the CAP/ER will be complete to the maximum extent possible; and

d. Provide verification the system is on schedule to complete all required actions outlined in the approved CAP/ER.

iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must:

a. Provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval prior to approval of plans and specifications; and

i. Verify at least 25% of the project's construction budget is dedicated towards reducing water loss or inflow and infiltration; or

ii. Demonstrate a reduction of losses or excess below the thresholds established in the critical needs matrix.

iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must:

a. Provide an aging infrastructure replacement or demand reduction plan for review and approval; and

i. Verify at least 25% of the project's construction budget is dedicated to asset replacement; or

ii. Demonstrate a reduction of plant demand or increase in plant capacity such that capacity will not meet or exceed 80% for at least five years.

If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

v. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

vi. Grantee shall submit plans and specifications for every individual project. Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.

vii. A certifying letter (Site Certification) stating all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of a right-of-way, is permitted for use by the Grantee 30 days prior to the construction start date.

viii. Grantee shall provide written notification to the State within 30 days of actual facility initiation of operation to schedule an operation and maintenance inspection and final inspection with the State.

ix. Grantee shall submit an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.

A.15. **Construction Only** (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each Construction Only project identified in the grant proposal according to each individual project schedule.

i. ☐ Standard construction-only projects are complex in nature and require substantive review, approval, and may require modification to existing state or federal permits.

ii. ☐ Streamlined construction-only projects focus solely on critical needs and have minimal resource impacts. These projects also must meet the following criteria:

a. Must focus on upgrading, expanding, and/or rehabilitating existing water infrastructure identified in a Scorecard with existing critical needs;

b. Can be covered under a general Aquatic Resource Alteration Permit (ARAP);

c. Does not need coverage under a construction general permit; and

d. Does not require the submission and approval of plans and specifications by the Division of Water Resources of the State.

iii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must:

a. Provide an approved Corrective Action Plan/Engineering Report (CAP/ER);

b. Provide reports, manuals, and construction documents as required by the CAP/ER and according to CAP/ER schedule;

c. Complete a construction budget with a schedule that demonstrates all actions outlined in the CAP/ER will be complete to the maximum extent possible; and

d. Provide verification the system is on schedule to complete all required actions outlined in the approved CAP/ER.

iv. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must:

a. Provide verification at least 25% of the project's construction budget is dedicated towards reducing water loss or inflow and infiltration; or

b. Demonstrate a reduction of losses or excess below the thresholds established in the critical needs matrix.

v. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must:

a. Provide verification at least 25% of the project's construction budget is dedicated to asset replacement; or

b. Demonstrate a reduction of plant demand or increase in plant capacity such that capacity will not meet or exceed 80% for at least five years.

vi. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

viii. A certifying letter (Site Certification) stating all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of a right-of-way, is permitted for use by the Grantee 30 days prior to the construction start date.

ix. Grantee shall provide written notification to the State within 30 days of actual initiation of operation to schedule an operation and maintenance inspection and final inspection with the State.

x. Grantee shall develop an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.

xi. The Grantee must not proceed to construction until all plans and specifications are approved by the State. No planning is authorized during the grant contract for all individual projects identified as construction-only projects in the grant proposal. Critical needs identified in A.5. must include a construction component or demonstrate the terms of this contract can be met with a combination of funding sources or without the use of this grant funding.

xii. The Grantee or other appropriate party on behalf of Grantee, must secure all appropriate permits within 120 days of the issuance of this Grant Contract.

General Terms for All Construction Projects

A.16. Grantee, is obligated to determine the presence of water resources within the project area of interest. Grantee, or its designee, shall submit to the State for review and approval any hydrologic determinations, wetland delineations, or verify no such resources exist within the area of interest. The Grantee must secure all applicable state and federal permits as needed.

A.17. If Grantee is implementing a construction project requiring an individual ARAP for stream or wetland restoration or large-scale stream bank stabilization, Grantee must refer to the State of Tennessee's Stream Mitigation Guidelines for information on pre- and post-project assessment. Further, if Grantee is implementing a stream restoration or bank stabilization project, Grantee must submit a pre- and post-project stream assessment to demonstrate functional lift through completing the Tennessee Stream Quantification Tool. The State may require three to five years of monitoring for stream and wetland restoration and bank stabilization projects. Grantee must submit a final stream or wetland assessment according to the approved individual project schedule.

A.18. Projects and activities that result in impacts to water resources and are required to be offset through stream or wetland compensatory mitigation are prohibited.

A.19. If Grantee's project(s) will occur in areas with known or likely habitat of species that are state or federally listed as threatened, endangered, deemed in need of management, or species of special concern, Grantee must coordinate with the Tennessee Wildlife Resources Agency (TWRA) and the State's Division of Natural Areas (DNA) to determine if any special conditions are required to avoid or minimize harm, or both, to the listed species or their habitat. Grantee must also comply with Section 7 and Section 10 of the Endangered Species Act and seek authorization from the United States Fish and Wildlife Service (UWFWS) prior to disturbing areas with potentially federally listed species. Grantee must submit all applicable coordination and authorization letters from TWRA, DNA, and USFWS, prior to commencing construction.

A.20. Prior to awarding a construction contract, the Grantee must submit a construction bid package to the State for review and approval.

A.21. The State will issue a notice to the Grantee of the ability to award contracts after the submission, review, and approval of a complete bid package. The notice to proceed may be issued by the Grantee upon receipt of bid package approval, unless the State requires a pre-construction conference (PCC) or any applicable permits are still pending issuance. If a PCC is required, the Grantee shall work with the State to schedule the PCC within 30 days of bid package approval. The Grantee shall submit to the State a copy of the signed construction contracts no later than 30 days after the bid package approval or PCC if required. All contracts must be bound, fully executed, and submitted to the State along with the notice to proceed.

A.22. The actual construction start date shall occur no later than 120 days after the bid package has been approved by the State.

A.23. Grantee shall post acknowledgement signage in compliance with guidance issued by the State during the term of any project that is construction only or planning, design, and construction with a project award budget of $150,000 or more.

A.24. During project construction the Grantee shall cause to be conducted at least monthly inspections by qualified inspectors to ensure the project complies with approved plans and specifications. Monthly inspection reports shall be submitted to the State on a quarterly basis. The State will conduct interim inspections to determine compliance with approved plans and specifications and Grant Contract compliance as appropriate.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on March 3, 2021 ("Effective Date") and ending on September 30, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:

a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
   (1) Activities that are reasonably related to the Scope of Services;
   (2) Activities in whose absence the Scope of Services could not be completed or performed; and
   (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.

b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.

c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will the eligible for inclusion in a federally funded project.

d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.

e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
   (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
   (2) the relevant federal agency fails or refuses to finalize a grant; or
   (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.

f. The start date of the State's federal preaward authority is March 3, 2021.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Million Six Hundred Seventy-Nine Thousand Three Hundred Fifty-Seven Dollars and Thirty-Six Cents ($4,679,357.36) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant

Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

As required by 2 CFR 200.305(b), the Grantee must draw funds only for the minimum amounts needed for actual and immediate requirements to pay employees, contractors, subrecipients, or to satisfy other obligations for allowable costs under this Grant Contract.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Vena Jones
312 Rosa L. Parks Avenue
12th floor
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Environment and Conservation & Division of Water Resources.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for allowable, actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the

Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.

a. The Grant Budget specifies a grantee match requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a grantee match requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a match requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to Subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in

accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the

Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under the Grant Contract in a timely or proper manner, or if the Grantee violates any term(s) of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee. Specifically, the Grantee shall be liable to the State for the full amount paid by the State to the Grantee under this Grant Contract if the Grantee fails to fully meet the requirements of the Scope of Services.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Vena Jones & Environmental Consultant 3
Tennessee Department of Environment and Conservation, Division of Water Resources
312 Rosa L. Parks Avenue, Nashville, TN 37243
TDEC.ARP@tn.gov
Telephone # 615-898-9499

The Grantee:

Ken Moore, Mayor
City of Franklin
109 Third Avenue South
Franklin, TN 37064
ken.moore@franklintn.gov
Telephone # (615) 791-3217

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Environment and Conservation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon

reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C, Parent Child Information document.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

The State may reimburse the Grantee for a reasonably proportionate share of the costs of audits required by and performed in accordance with the "Single Audit Act Amendments of 1996" as

provided in 2 CFR § 200.425. A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 CFR §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event

continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall ensure that Grantee or the owner of each individual project, if not the Grantee, takes take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract for that project, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee or other project owner pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee or other project owner pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created

pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased by Grantee totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased by Grantee with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

a. Description of the equipment or motor vehicles;
b. Vehicle identification number;
c. Manufacturer's serial number or other identification number, when applicable;
d. Acquisition date, cost, and check number;
e. Fund source, State Grant number, or other applicable fund source identification;
f. Percentage of state funds applied to the purchase;
g. Location within the Grantee's operations where the equipment or motor vehicles is used;
h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased by Grantee with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Contracts between the Grantee and individual project owners awarding Grant funds shall contain the requirements of this section relative to all equipment and motor vehicles purchased by project owners totally or in part with funds provided under this Grant Contract and Grantee shall ensure that individual project owners comply with such requirements.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee or other project owner, shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management

and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals

or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

E.3. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 CFR § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.4. Transfer of Grantee's Obligations.
The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 CFR § 60-1.4 as that section is amended from time to time during the term.

E.6. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term for all individual projects totaling $10,000,000 or greater.

E.7. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.

E.8. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the State, U.S. Department of Treasury, and the Region 4 Office of the Environmental Protection Agency.

E.9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c. Telecommunications or video surveillance services provided by such entities or using such equipment.

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

E.10. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Grantee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IN WITNESS WHEREOF,

CITY OF FRANKLIN:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER **DATE**

GRANT BUDGET				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
	BEGIN: March 3, 2021		**END: September 30, 2026**	
POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1]**	**GRANT CONTRACT**	**GRANTEE MATCH**	**TOTAL PROJECT**
1. 2	Salaries, Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee, Grant & Award [2]	$1,257,499.90	$1,115,861.77	$2,373,361.67
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$0.00	$0.00	$0.00
11. 12	Travel, Conferences & Meetings	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$3,421,857.46	$2,011,475.87	$5,433,333.33
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by budget line-items above)	$	$	$
25	**GRAND TOTAL**	$4,679,357.36	$3,127,337.64	$7,806,695.00

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: http://www.tn.gov/finance/looking-for/policies.html).

[2] Applicable detail follows this page if line-item is funded.

[3] A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
WW-PDC-1 Design	$277,338.10
WW-PDC-2 Design	$221,870.35
WW-PDC-3 Design	$221,870.35
WW-PDC-4 Design	$55,467.75
WW-PDC-5 Design	$332,805.20
SW-PDC-1 Design	$148,148.15
TOTAL	$1,257,499.90

CAPITAL PURCHASE	AMOUNT
WW-PDC-1 Construction and Inspection	$687,263.13
WW-PDC-2 Equipment, Construction, and Inspection	$178,500.00
WW-PDC-3 Equipment, Construction, and Inspection	$152,917.00
WW-PDC-4 Equipment, Construction, and Inspection	$305,834.00
WW-PDC-5 Equipment, Construction, and Inspection	$764,010.00
SW-PDC-1 Construction and Inspection	$1,333,333.33
TOTAL	$3,421,857.46

ATTACHMENT B

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	20-1892-0-1-806
Federal award date	
CFDA number and name	21.027
Grant contract's begin date	March 3, 2021
Grant contract's end date	September 30, 2026
Amount of federal funds obligated by this grant contract	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	
Name and contact information for the federal awarding official	United States Department of the Treasury Attn: State and Local Fiscal Recovery Funds 1500 Pennsylvania Avenue NW, Washington, DC 20220 SLFRP@treasury.gov 202-622-6415 **Website:** https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 CFR §200.331 for information on type of indirect cost rate)	

ATTACHMENT C

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 0000001552

Is City of Franklin a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Franklin a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

City of Franklin

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

File #: 21-04419

DATE: April 5, 2023

TO: Board of Mayor and Aldermen

FROM: Kristine Brock, Asst. City Administrator/CFO
Kevin Townsel, Director of Human Resources

SUBJECT:

Consideration Of Resolution 2023-19, A Resolution Adopting The Fourth Amendment To The City Of Franklin Amended And Restated Employees Pension Plan Dated Effective As Of January 1, 2018 (Increasing The Lump Sum Threshold To $25,000 For Terminated Vested Participants)
Pension 3/27/23, 5-0

PURPOSE:

The purpose of this memorandum is to provide information to the Board of Mayor and Aldermen (BOMA) concerning Resolution 2023-19, Adopting the Fourth Amendment to the City of Franklin Pension Plan (Closed) related to the Lump Sum Threshold for Terminated Vested Participants.

BACKGROUND/STAFF COMMENTS:

The current lump sum threshold amount of $15,000 was last increased by the Board of Mayor and Aldermen in 2016 (Resolution 2016-64), when it was adjusted from $10,000. The purpose in periodically increasing this amount is to the advantage of both the former employee and the pension plan. Former employees with relatively small future benefits may roll these funds into a retirement program of their current employer, or make another decision with these retirement funds. The closed pension plan also benefits the future need to re-establish contact with former employees holding relatively small future benefits.

FINANCIAL IMPACT:

By increasing the Lump Sum Threshold by $10,000 from $15,000 to $25,000, there is a potential short term cost to the closed plan as terminated vested employees with balances beneath the threshold may elect to withdraw funds. Funds for this purpose are available within the assets of the closed pension fund.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2023-19.

RESOLUTION 2023-19

FOURTH AMENDMENT
TO THE CITY OF FRANKLIN
AMENDED AND RESTATED EMPLOYEES' PENSION PLAN
DATED EFFECTIVE AS OF JANUARY 1, 2018

WHEREAS, the City of Franklin (the "City") has previously established and currently maintains the City of Franklin Employees' Pension Plan (the "Plan"); and

WHEREAS, the City has amended and restated the plan effective as of January 1, 2018; and

WHEREAS, the City has retained the right to amend the Plan; and

WHEREAS, the Board of Mayor and Aldermen last approved an increase in the terminated vested threshold from $10,000 to $15,000 in 2016 (Resolution 2016-64); and

WHEREAS, the Board of Mayor and Aldermen has approved the amendment of the Plan as set forth herein and believe this amendment to be in the best interest of the City.

NOW, THEREFORE, the Board of Mayor and Aldermen hereby amend the Plan as follows:

1. Section 4.2 (d) shall be amended and restated in its entirety to read as follows:

> (d) Payment of Small Benefits. If a Participant terminates service and if the Actuarial Equivalent of the Vested Benefit payable to a Participant or his Beneficiary is equal to or less than one thousand dollars ($1,000), the Administrator shall direct that such benefit be paid in a lump sum as soon as is practicable.
>
> If the Actuarial Equivalent of the Vested Accrued Benefit payable to a Participant who has not commenced receiving his/her Vested Accrued Benefit, excluding that portion attributable to the Cash Balance Accounts, is less than or equal to twenty-five thousand dollars ($25,000), the Participant or Beneficiary, as applicable, may elect to receive in lieu of his/her Vested Accrued Benefit either (i) the benefit in a lump sum, or (ii) a return of the Participant's mandatory contributions, as adjusted for earnings in the same manner as provided in Section 3.2 hereof, in each case which payment shall be made as soon as practicable following the election (whether before, on or after the Participant's Normal Retirement Date). The return of a Participant's mandatory contributions shall constitute a full payment and release of the Participant's right to any benefit under the Plan.
>
> If a partially Vested Participant receives a distribution pursuant to this Section and the participant resumes covered Employment under the Plan, he shall have the right to

restore his City contributions under Article III, Section 3.1(b) to the extent forfeited upon the repayment to the Plan of the full amount of the distribution plus interest, compounded annually from the date of the distribution at the rate of five percent (5%). Such repayment must be made by the Participant before the earlier of five (5) years after the first date on which the Employee is reemployed, or the close of the period in which the Participant incurs five (5) consecutive One Year Breaks in Employment following the date of distribution.

2. Except as otherwise provided herein, the Plan, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this Amendment to be executed this ___ day of _____, 2023.

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

File #: 21-04596

DATE: June 14, 2023

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of Amendment 3 To COF Contract No. 2019-0007, With Reese Farms, LLC For Parkland Impact Fee And Greenway Trail System Construction Agreement For Reese Farms (Change In Owner Only)
WS 6/13/23

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Parkland Impact Fee and Greenway Trail System Agreement for Reese Farms.

BACKGROUND/STAFF COMMENTS:
The Owner is in the process of developing the property located at 2970 Del Rio Pike consisting of sixty-eight (68) attached townhome lots, and sixty-four (64) detached single-family lots. Reese Farms, LLC has agreed to design and construct a Greenway Trail System located within the outer limits of The Fields at Reese Farm, PUD, but not limited to, the Greenway trail, trail,heads, existing trees, shrubbery, and associated appurtenances such as signage, benches, and other associated amenities as approved by the City of Franklin. The Owner has changed from Clayton Properties Group, Inc. to Reese Farms, LLC.

FINANCIAL IMPACT:

Reese Farms, LLC has requested to offset a portion of the costs of construction of these improvements against any Parkland Impavy Fees due at the Development Project, and the estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director on January 23, 2019, to be Five Hundred Sixty-Eight Thousand One Hundred Twenty-Eight and 00/100 Dollars ($568,128.00). Clayton has agreed to plat and dedicate land to the City and to construct the Greenway Trail System improvements. Reese Farms, LLC has agreed to plat and dedicate land to the City and to construct the Greenway Trail System improvements for the future enjoyment of the public.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 3 to COF Contract No. 2019-0007.

AMENDMENT NO. 3 TO COF CONTRACT NO. 2019-0007
PARKLAND IMPACT FEE AND GREENWAY TRAIL SYSTEM CONSTRUCTION AGREEMENT BETWEEN THE CITY OF FRANKLIN, CLAYTON PROPERTIES GROUP, INC, AND REESE FARMS, LLC.

This Amendment No. 3 to COF Contract No. 2019-0007 ("Amendment") is entered into by Clayton Properties Group, Inc., (hereinafter "Clayton") and the City of Franklin ("City") to amend the Owner from Clayton to Reese Farms, LLC ("Reese Farms").

WITNESSETH:

WHEREAS, the City and Clayton are parties to that certain Parkland Impact Fee Agreement ("Agreement") dated July 7, 2022; and

WHEREAS, the parties desire to amend the Agreement to demonstrate the removal and replacement of the original Owner and make certain other modifications as described herein; and

WHEREAS, the parties desire to modify the Agreement to amend the Owner from Clayton Properties Group, Inc. and assign it to Reese Farms, LLC; and

WHEREAS, the parties also desire to amend *Section 21* of the Agreement to replace the Notice Information for Owner to that of Reese Farms.

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

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

2. The Agreement shall be amended to replace Clayton Properties Group, Inc. with Reese Farms, LLC, as Owner. Any and all references to Clayton Properties Group, Inc. or "Clayton" shall be amended and replaced with Reese Farms, LLC.

3. Section 21 of the Agreement shall be amended to read as follows:

All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:
City of Franklin
Attn: Eric Stuckey
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of the Reese Farms, LLC:
ATTN: Austin Pennington
3020 Stansberry Lane Suite 101
Franklin, TN 37069

4. Waiver. Neither party's failure nor delay exercising any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement or any other contract, agreement, or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

11. All other provisions of the Agreement dated July 7, 2022, are unchanged and remain in full force and effect.

[Signature pages follow next]

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

CITY OF FRANKLIN, TENNESSEE **Attest:**

By:_____ By: _____
Dr. Ken Moore, Mayor Eric S. Stuckey, City Administrator

Date:_____ Date:_____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

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

_____
NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
J. Blake Harper
Staff Attorney

REESE FARMS, LLC

By: _____

Name: _____

Title:_____

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

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

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

WITNESS my hand and official seal.

_____(seal)
Signature

My Commission Expires: _____

City of Franklin

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

File #: 21-04103

DATE: June 14, 2023

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of COF Contract No. 2021-0119, With Franklin Special School District For The Interlocal Agreement For The Freedom Ballfields
WS 6/13/23

PURPOSE:

The purpose of this Interlocal Agreement is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the joint use agreement between the City of Franklin and the Franklin Special School District for the Phase 1 Baseball and Softball Field Renovation and restroom/concession stand structure at the Freedom/Poplar Grove Ballfields.

BACKGROUND/STAFF COMMENTS:

Franklin Special School District (FSSD) and COF have constructed Freedom Ballfields and Restroom/Concession Stand Structure ("Ballfields") on the grounds of Freedom Middle School/Poplar Grove School site that is owned by FSSD; for the use by students, faculty, staff and the general public for community purposes, in accordance with the policies and procedures contained in this Agreement and such additional policies and procedures as may be developed, for the purpose of enhancing the services and facilities that may be offered by either party individually. FSSD and COF wish to specify the method for sharing capital and operating costs, their relative responsibilities for the operation and staffing of the Ballfields, and the manner in which the construction, operation, and use of the Ballfields. FSSD and COF have determined that the Ballfields will result in both economic and operational benefits to both parties that could not be fully realized if acting independently.

FINANCIAL IMPACT:

All future capital construction projects shall be shared between the COF fifty percent (50%) and the FSSD fifty percent (50%) of the total bid and potential unforeseen change orders in the field during construction. The City's operations and maintenance responsibilities will be funded through the Parks Department General Fund Budget.

RECOMMENDATION:

Staff recommends the Board of Mayor and Aldermen approve COF Contract No. 2021-0119.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF FRANKLIN AND THE FRANKLIN SPECIAL SCHOOL DISTRICT

THIS INTERLOCAL AGREEMENT is by and between the City of Franklin, Tennessee, located at 109 Third Avenue South, Franklin, Tennessee 37064 (hereinafter "COF"), and the Franklin Special School District, located at 507 New Highway 96 West, Franklin, Tennessee (hereinafter "FSSD"), is entered into on this the _____day of _____2023.

WHEREAS, COF and FSSD are public instrumentalities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to Tennessee Code Annotated, Section 12-9-104;

WHEREAS, the COF Board of Mayor and Aldermen approved Resolution 2016-05, adopting the Comprehensive Parks and Recreation Master Plan; and

WHEREAS, the programming and facilities of FSSD were evaluated and documented in the Master Plan Summary Report by COF in partnership with FSSD, incorporating public input from parents, students, and teachers of FSSD, and the broader community; and

WHEREAS, COF 2015 Comprehensive Parks and Recreation Master Plan recommended exploring an Interlocal Agreement with FSSD regarding parks programming and facilities following the completion of COF Contract No. 2018-0085: Phase I Baseball & Softball Field Renovation; Batting Cages and Restroom/Concession Building for Freedom Middle School, Poplar Grove Middle and Elementary Schools; and

WHEREAS, FSSD and COF have constructed the Freedom Ballfields and Restroom/Concession Building (collectively referred to herein as "Ballfields") on the grounds of the Freedom Middle School site that is owned by FSSD; for the use of students, coaches, teachers and any COF sponsored use, in accordance with the policies and procedures contained in this Agreement and such additional policies and procedures as may be developed, for the purpose of enhancing the services and facilities that may be offered by either party individually; and

WHEREAS, COF is a government organization charged with the responsibility of providing the community a service which is the purpose of the proposed Ballfields and this Agreement; and

WHEREAS, FSSD and COF desire to set forth their respective rights, duties, obligations, and procedures to facilitate cooperation concerning the joint use of the Ballfields, include without limitation the responsibilities of both parties toward the maintenance and operation of the Ballfields; and

WHEREAS, FSSD and COF wish to specify the method for sharing capital and operating costs, their relative responsibilities for the operation and staffing of the Ballfields, and the manner in which the safety of school students will be maintained during school hours, and other terms pertinent to the construction, operation, and use of the Ballfields; and

WHEREAS, the FSSD and COF have determined that the Ballfields will result in both economic and operational benefits to both parties that could not be fully realized if acting independently.

WHEREAS, this document will be reevaluated after the first (1st) year of operation, then every other year thereafter.

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, FSSD and COF agree to the follows**:**

TERMS

1. **Term of Agreement.** The term of this Agreement shall commence upon execution by both parties and shall remain in effect for eight (8) years. After the initial eight (8) year term, the agreement shall automatically renew every four (4) years unless terminated as specified herein.

2. **Description of Facility.** FSSD owns the buildings, parking lots, and school grounds of Freedom Middle School located at 750 Highway 96, Franklin, TN 37064. The portion of the school site dedicated to the construction of the Ballfields is shown as Exhibit A attached hereto and incorporated by reference. Both parties contend that the Ballfields have been constructed in accordance with the approved plans and specifications as depicted in Exhibit A.

3. **Purpose of Facility.** The purpose of the Ballfields will be to provide the students of FSSD schools, and the members of the COF, regular access to improved, updated facilities. The Ballfields, in addition to supporting the district's educational purposes, is anticipated to support many youth and community groups, and will be provided at minimal cost to the community. The Ballfields are intended to support activities such as the home fields for FSSD boys' baseball, girls' softball, and weekend tournament recreation programs. COF will coordinate maintenance with the FSSD Athletic Director to minimize disruption and impact to the site's normal school routine.

4. **Construction of Facility.** FSSD and COF have been jointly responsible for the construction of the Ballfields and for entering into all agreements required for, and relating to, the construction of the Ballfields. FSSD has been responsible for complying with all State and local laws relating to the construction of school facilities. The City Engineer and Parks Director have monitored the construction of the Ballfields as well as its ongoing condition and operation and kept the parties informed of the status of each. The Parks Director and District Superintendent are hereby authorized to delegate their authority in such manner as mutually agreed upon. COF has overseen the construction of the facility and will oversee the day-to-day maintenance and upkeep of each field. FSSD grants COF, and its agents and assigns, a right of entry onto the Ballfields at times mutually agreeable to the parties for daily maintenance of each field.

5. **Funding Responsibilities for Capital Construction.** All ***future*** capital construction projects shall be shared between the FSSD fifty percent (50%) and the COF fifty percent (50%) of the total bid and potential unforeseen change orders in the field during construction. FSSD and COF shall budget additional funds every two (2) years for field maintenance and will each be responsible for fifty percent (50%) of any major field renovations/projects such as tilling and regrading infield skin areas, major sod work, correcting drainage issues, large irrigation repairs and unexpected weather-related events (i.e., damage to turf to include winter kill, high winds, etc.). These improvements may be completed by an outside contractor or COF Parks personnel at COF's sole reasonable discretion.

6. **Joint Use of the Facility.** FSSD and COF shall share the enjoyment and joint use of the Ballfields. The Parties hereby agree to cooperate in coordinating programs and activities conducted at the Ballfields so as to avoid conflicting or competing uses. To ensure the availability of the Ballfields to FSSD and COF on an equitable basis, and based upon the purposes and intentions set forth herein, the following guidelines shall control the scheduling of the Ballfields:

    a. **Scheduling Responsibility:** FSSD and COF shall be mutually responsible for scheduling all use of the Ballfields.

b. **District Priority:** FSSD shall have exclusive use and control of the Ballfields from one (1) hour prior of the regular start of school until three (3) hours after the end of regular school hours during the times of year when school is in session. During non-school hours, FSSD shall have priority use of the Ballfields when scheduling all district-sponsored athletics, activities, and other functions.

c. **City Priority:** The Ballfields shall be available for COF purposes to the maximum extent possible after regular school hours, on weekends, and during times school is not in regular session (summer months). COF Parks staff hours: 6:30 a.m. – 3:00 p.m. Monday – Friday.

d. **Scheduling Events:** On an annual basis, FSSD shall provide COF a schedule of all FSSD activities and events for each school year as soon as such schedule is prepared. COF shall then submit a proposed schedule of COF activities and events to FSSD. FSSD shall notify COF of any additional events, not originally scheduled, as soon as practicable and such FSSD events shall take priority over any other previously scheduled event. To avoid excessive disruption of events scheduled, FSSD shall keep newly added events to a minimum (i.e., school ball, travel, summer camps, and summer programs).

e. **Tournaments:** On an annual basis, FSSD and COF shall schedule existing and proposed tournaments for the calendar year on a shared schedule of events. Tournaments may include end of the year school-based activities, fundraising tournaments, and COF sponsored tournaments. FSSD and COF shall not exceed eight (8) combined tournaments in a calendar year. FSSD may host up to three (3) tournaments and COF may host up to five (5) tournaments per year. The number of tournaments shall be re-evaluated every two (2) years with both parties.

f. **Special Events:** On an annual basis, FSSD shall schedule existing and proposed special events for the calendar year and place on the yearly schedule of events. Special events may include end of the year school-based activities and fundraising events. FSSD shall not exceed two (2) special events in a calendar year. Every two (2) years, both parties shall re-evaluate the permitted number of special events.

g. **Coordination:** The designated representatives of FSSD and COF shall meet at least annually, to discuss operations and scheduling of the Ballfields and make any necessary adjustments. Discussion shall include: restrictive field usage during summer months for turf re-growth or special projects (*July-August*); restrictive field usage during winter for turf re-growth (*November-January*); batting cages open year-round.

h. **City's Right to Access:** COF reserves the right to access the ballfield premises during the week and on weekends. This will be on a limited basis and COF will not unreasonably interfere with existing programs of FSSD. COF may enter the Ballfields at any reasonable time to view or make repairs at COF sole reasonable discretion. Additionally, there shall be a mutually agreed upon period from June through August of each year during which the Ballfields may be temporarily closed by COF for maintenance. This may include care such as seasonal aeration, over-seeding, and mound/infield repairs. COF reserves the right to access the equipment room, electrical/irrigation, restrooms.

i. **Security of Field(s):** Closing the joint-use facility at night will be done by the FSSD during the week when school is in session. COF will be responsible of locking the fields when scheduled games will be played the same day as the field(s) preparation. COF shall also lock

the fields on weekends when COF tournaments are in play for the duration of the event. FSSD and COF shall both be responsible for locking fields when maintenance on the site is taking place deemed non-playable for a certain timeframe.

j. **Site & Field Signage:** Any and all signage shall be re-evaluated every two (2) years by both parties.

k. **Disaster Relief Area:** In the event any federal, state or local government agency declares a state of emergency in which the school site and/or the Ballfields is designated or determined to be a "disaster relief area", FSSD and COF acknowledge and agree that this Agreement, including any and all rights hereunder, are suspended for a reasonable time following the removal of such designation or determination of a "disaster relief area".

l. **Governance:** Any and all persons using the Ballfields shall abide by local, state, and federal laws and regulations as well as local school board policies and administrative regulations.

7. **Operations of Facility.** FSSD and COF shall share responsibility for the day-to-day operations of the Ballfields. FSSD shall be responsible for providing staffing, supervision, and security during regularly scheduled school hours/when school is in session and during any official school-sponsored activities that occur after school hours. COF shall be responsible for providing staffing, supervision, and security as deemed necessary by mutual agreement during all times in which the Ballfields are used for COF sponsored activities and events.

   a. **Restroom/Concession:** FSSD has rights for the use of the Restroom/Concession Buildings that are located at the Ballfields. FSSD shall be responsible for cleanliness and overall appearance of the concession area. The parties agree that when COF sponsors or permits other special events, FSSD reserves the right of first refusal to sell concessions for that activity with the profits of those concessions to be awarded to FSSD. However, should FSSD decline to sell concessions, COF reserves the right to sell concessions. Large special events sponsored by COF may require concession offerings in addition to those supported by FSSD, in which case COF will notify FSSD in advance.
   COF is only responsible for maintaining the restrooms during COF tournaments. This includes before, during, and after the tournament (cleaning and stocking inventory).

   b. **Rental Use:** Neither party shall sub-lease and/or rent the Ballfields. All usage shall be kept for FSSD and COF only.

8. **Responsibility for Costs.** FSSD shall be responsible to pay the full share of the applicable operations and utilities costs for the Ballfields, including water and sewer, electricity, gas and refuse disposal, and custodial maintenance of any structures.

   a. **FSSD:** FSSD shall budget additional funds every two (2) years for **capital improvements** for field maintenance. FSSD shall also be responsible for maintenance of the entire complex including, but not limited to, Restroom/Concession Building, batting cages, bullpens, artificial turf, all hardscapes, bleachers, dugouts, scoreboards, padding, field netting, fencing, irrigation pump, storage bins, stormwater retention, signage (on and off field), shade structures, lighting, etc. (See Exhibit B).

      i. **Operations & Maintenance:** FSSD shall be responsible for the safety, security, and operations of the entire facility, including the performance of all maintenance to building interiors, custodial services and consumable supplies,

floor re-finishing, painting, and maintenance of all electrical, plumbing, roofing, HVAC, and mechanical components of the building(s).

b. **COF:** COF shall budget for day-to-day maintenance which should include personnel, equipment, and materials for one (1) baseball field and one (1) softball field. COF shall be responsible for cost of all field/turf material within the fence areas of each field. COF will be responsible for the cost of replacement nettings of each batting cage, monthly inspections, and replacement of Musco lighting bulbs and breakers for each field. An annual cost analysis will be submitted to FSSD Director of Schools at the end of each fiscal year ending June 30th.

i. **Common grounds between the baseball and softball fields:** Common grounds between the baseball and softball fields shall be maintained by COF for two (2) years and will be re-evaluated by both parties after that time. COF shall be responsible for the following: mowing, weed trimming, edging, blowing, fertilizing, and spraying. COF shall also maintain all trees, shrubbery, mulching and landscape beds. FSSD shall be responsible for all hardscape and trail areas on a daily basis. (See Exhibit B)

ii. **Equipment and Field Maintenance:** All investments made by the COF in equipment to provide for the maintenance of the Ballfields belongs to COF. COF shall be responsible for the day-to-day maintenance of the Ballfields. COF shall supply the heavy equipment and personnel to maintain the Ballfields as safe, playable surfaces. FSSD shall not apply any material to the Ballfields without the prior written approval of COF.

- ***Agronomics:*** COF shall be the only entity to apply chemicals to fields. COF staff maintains C03 certifications that allow them to apply product. This includes: spraying, fertilizing, topdressing, aerifying, verticutting, fraze mowing.

- ***Chalking*:** For the first (1st) year only, COF shall be responsible for chalking both fields prior to the first game. This responsibility shall be evaluated by both parties at the one-year evaluation of this Agreement.

- ***Irrigation*:** COF shall maintain all irrigation to include basic repairs of raising heads and replacing valves/solenoids when needed. This includes all winterization of irrigation on fields and monthly audits/run times. FSSD shall be responsible for the irrigation pump.

- ***Light Maintenance*:** FSSD shall be responsible for any light maintenance such as additional chalking for each game, raking and approved hand-dragging equipment for maintaining playing surface during practices or games.

- ***Regular & Seasonal Maintenance*:** COF shall be the only entity permitted to use motorized equipment on the site(s) to maintain the Ballfields for the duration of this Agreement.

9. **Student Safety.** The safety and security of FSSD students and staff are of paramount importance. The Ballfields' use by non-district users (for sponsored events) will be governed by FSSD Board's policies and administrative regulations regarding facilities use. No one shall be permitted to use alcohol, tobacco, or any illegal drugs at the school site or Ballfields at any time. As the safety and security of FSSD students and staff is of the utmost importance, the use of the Ballfields during school hours will be limited to students, teachers, and other FSSD staff. The use of the Ballfields by COF will take place when school is not in session and will be governed by the FSSD Board's policies and administrative regulations regarding facilities use and by this Agreement.

10. **Insurance.** Each party agrees to either self-insure in an amount not less than specified below or insure against damages or injuries which may arise from the activities contemplated by this Agreement by purchasing and maintaining for the term of this Agreement a Commercial General Liability insurance policy, and Automobile Liability policy, both with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) annual aggregate, which policies shall include or be endorsed to include the other party as an Additional Insured. The Commercial General Liability policy shall include a Waiver of Subrogation. The Parties agree to provide evidence of such insurance upon request by providing a Certificate of Insurance at the beginning of each fiscal year. Each party shall also carry Workers Compensation Insurance for its own employees with statutory limits as required by law and Employers Liability Insurance with limits of one million dollars ($1,000,000) each Accident for Bodily Injury by Accident, One Million Dollars ($1,000,000.00) for each Employee for Bodily Injury by Disease, and a One Million Dollar ($1,000,000.00) Policy Limit for Bodily Injury by Disease. The Workers Compensation policy shall include a Waiver of Subrogation.

    COF shall additionally provide proof of Abuse and Molestation insurance with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) annual aggregate, which policy shall include or be endorsed to include FSSD as an Additional Insured.

    FSSD shall provide Property and Commercial General Liability insurance in the same manner and at the same level as it does for other FSSD facilities located on property owned by FSSD, except that it shall add by endorsement to its Commercial General Liability policy, COF, its officers, agents, employees, independent contractors and elected and appointed official, as Additional Insured. COF shall add FSSD, its officers, agents, employees, independent contractors and elected and appointed officials, as Additional Insured on its existing Commercial General Liability insurance policy.

    COF shall require all third parties to provide a Certificate of Insurance evidencing Commercial General Liability insurance with COF and FSSD named as an Additional Insured with Waiver of Subrogation and proof of Workers Compensation and Employers Liability insurance with Waiver of Subrogation with the same limits as referenced for COF and FSSD.

11. **Alterations.** FSSD will not make any alterations, additions, substitutions, subtractions, or replacements to the Ballfields which would have an adverse effect on either the nature of the Ballfields or the function or value, unless such alterations, additions, substitutions, subtractions, replacements, or improvements may be readily removed or re-added without damage to the Ballfields. Any alterations, additions, or improvements to the Ballfields which may not be readily removed without damage to the Ballfields, and any substitutions or replacements, shall be considered to constitute a part of the Ballfields and shall be approved by COF in writing prior to commencement of any work on the Ballfields as set forth herein.

12. **Accident Report Form.** COF shall submit within twenty-four (24) hours all accident reports to the FSSD Administrative office. In the same way, FSSD shall notify COF within twenty-four (24) hours of all accident reports on the surface of the Ballfields to the Administrative offices of the COF Parks Department.

13. **Termination.** This Agreement may be terminated by either party, with cause, upon ninety (90) days written notice. Should FSSD terminate the eight-year (8) term with the COF prior to the end of the agreement; FSSD and the COF shall access the total value of the project to include time and assets. FSSD shall reimburse the COF for each year of expenses for capital cost, operations, and maintenance for the duration of the contract.

14. **Notice.** Any notice provided pursuant to the Agreement, if specified to be in writing shall be in writing and shall be deemed given: three (3) days after deposit in the mail where sender is located, if sent via certified mail return receipt requested postage prepaid addressed as provided below. All notices must be addressed to the parties as set forth below.

In the Case of COF:
City of Franklin Parks Department
Attn: Parks Director
109 Third Avenue South
P.O. Box 305
Franklin, TN 37065

In the Case of FSSD:
Franklin Special School District,
Attn: Dr. David Snowden, Ph. D.
Director of Schools
507 New Hwy 96 W
Franklin, TN 37064

15. **Relationship.** In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Agreement.

16. **Binding.** This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.

17. **Dispute Resolution.** The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of law.

18. **Severability.** The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

19. **Specific Performance**. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual agencies 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.

20. **Cooperation.** The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

21. **Assignment**. The rights and obligations of this Agreement are not assignable.

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

23. **Entire Agreement**. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) indicated below.

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore
Mayor
Date: _____

Attest: _____
Eric S. Stuckey
City Administrator
Date: _____

Approved as to Form:

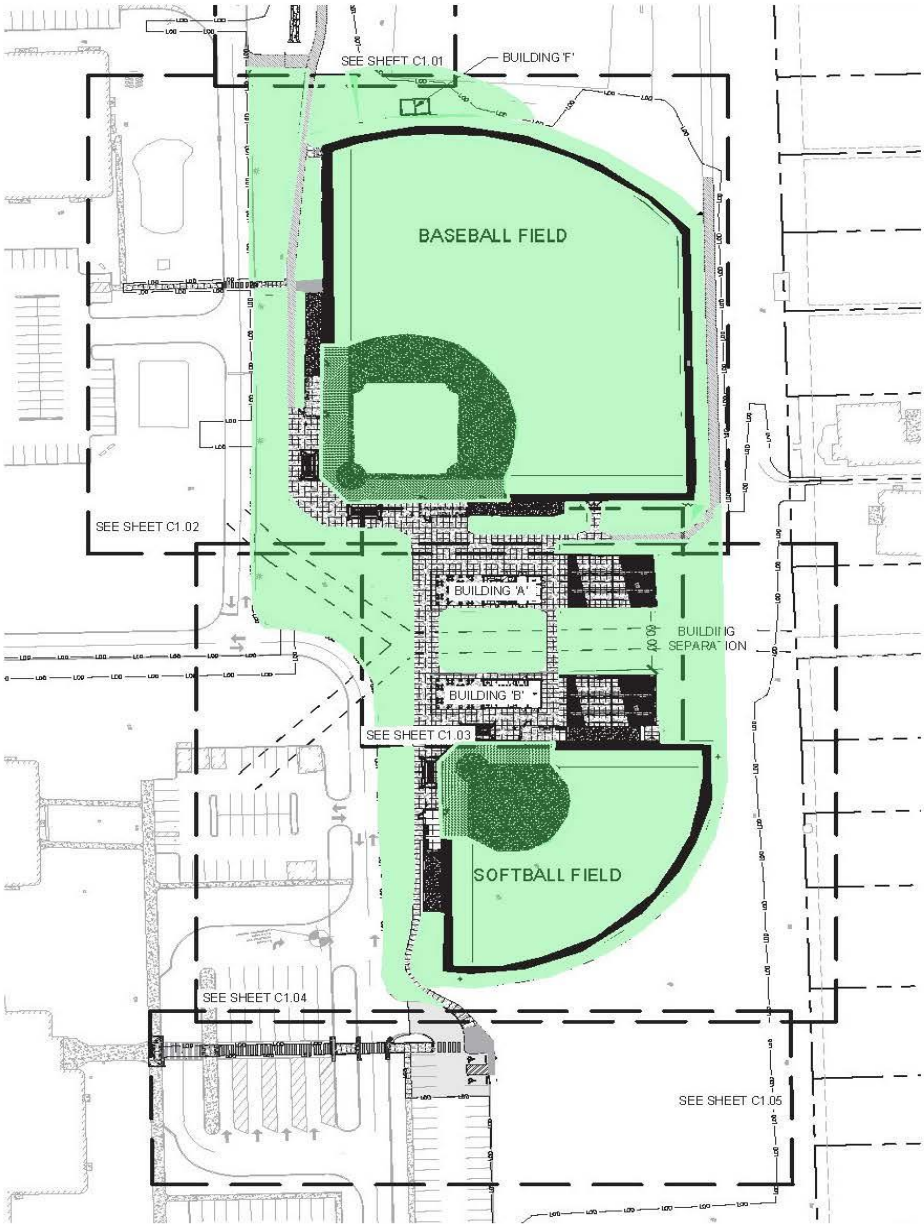
By: _____
J. Blake Harper
Staff Attorney

FRANKLIN SPECIAL SCHOOL DISTRICT

By: _____
Dr. David Snowden, Ph.D.
Director of Schools
Date: _____

Exhibit A - Master Plan

Exhibit B - Common Grounds



Map Legend

Green Space: COF Maintenance Responsibility

All Other Space: FSSD Maintenance Responsibility

See Operational & Maintenance Costs (9.a.)

HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 21-04832

DATE: June 20, 2023

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator

SUBJECT:

Discussion Of Creekside Property

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning

BACKGROUND/STAFF COMMENTS:
(Brief description of the history and supporting information regarding the item, including an explanation of why staff is recommending the action.)

FINANCIAL IMPACT:

(Include the cost of the item, how the item will be funded, which fund it will come from, if there are grants or loans involved and whether the item is included in the current approved budget.)

RECOMMENDATION:

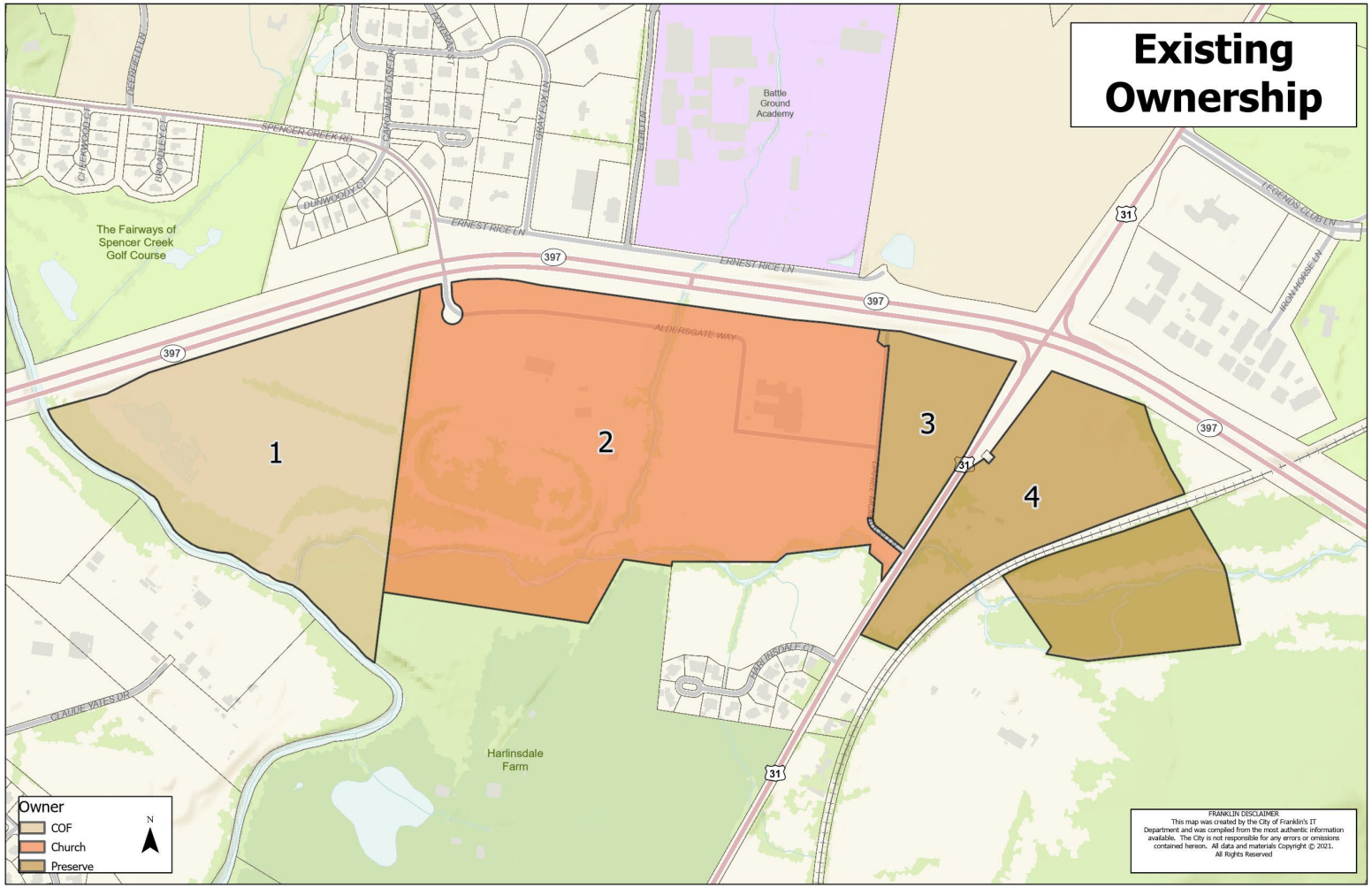
Staff recommends that the Board of Mayor and Aldermen approve (item name).

Outline

- Location
- Financial Analysis

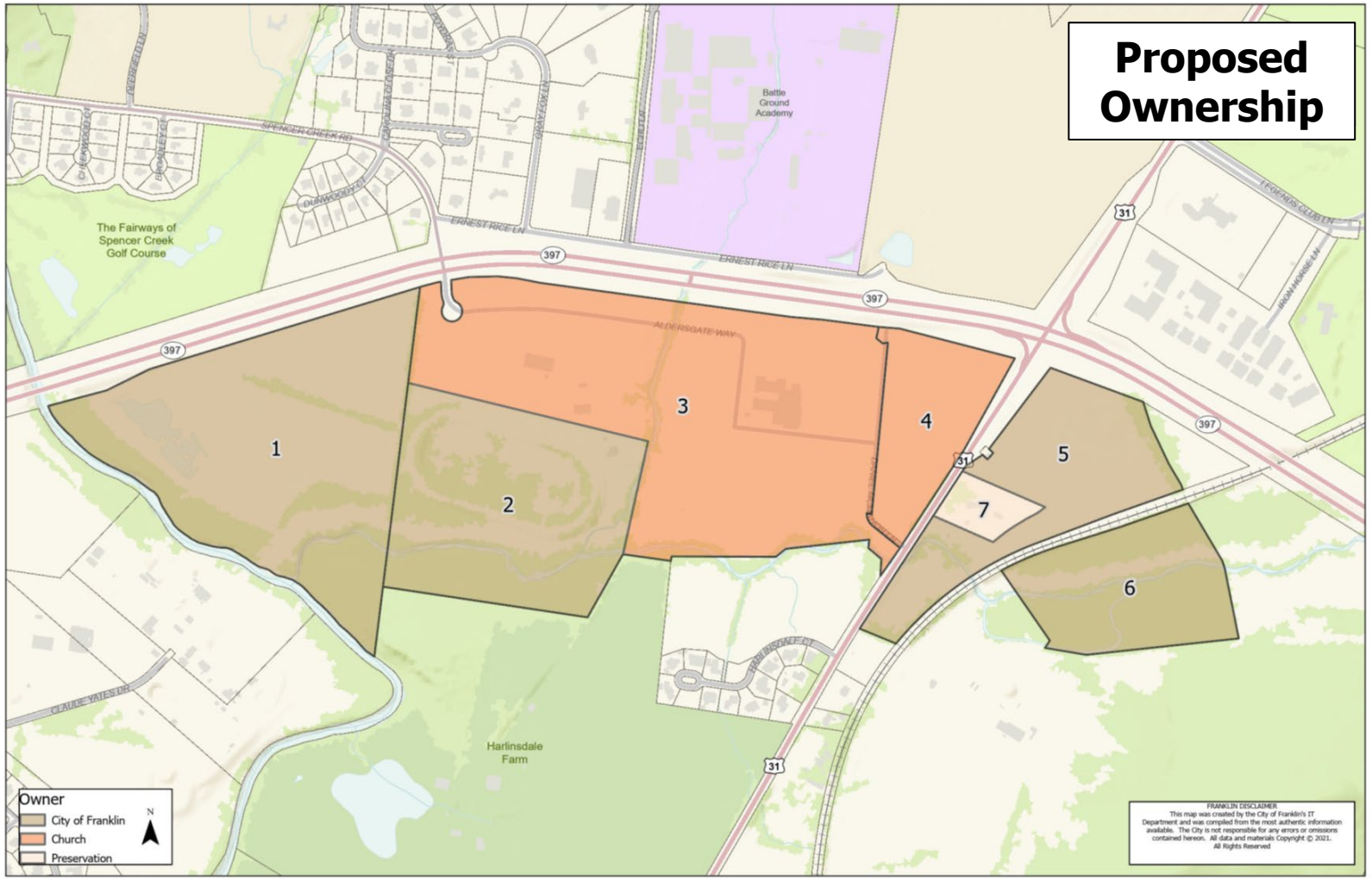
City of Franklin, Tennessee

Opportunity for Land Acquisition for Parks



City of Franklin, Tennessee

Opportunity for Land Acquisition for Parks



Financial Analysis

#	Description	Current Owner*	Prospective Owner	Acreage	Value/Acre	Total Cost
A	*B*	*C*	*D*	*E*	*F*	*G (E x F)*
City of Franklin						**$ 6,025,000**
6	SE - Over RR	Franklin Pres. Part.	City of Franklin	17.0	$ 45,000	$ 765,000
5	SE Corner	Franklin Pres. Part.	City of Franklin	25.0	$ 190,000	$ 3,230,000
2	Race Track	Franklin First UMC	City of Franklin	34.0	$ 45,000	$ 1,530,000
	Additional Amount for Race Track purchase					$ 500,000
First Franklin United Methodist Church						**$ 505,000**
2	Race Track	Franklin First UMC	City of Franklin	34.0	$ 45,000	$ (1,530,000)
	Additional Amount for Race Track purchase - house					$ (500,000)
4	SW Corner	Franklin Pres. Part.	Franklin First UMC	13.0	$ 195,000	$ 2,535,000
Private						**$ 2,475,000**
7	Creekside	Franklin Pres. Part.	Private	3.0	$ 825,000	$ 2,475,000
Total Financing						**$ 9,005,000**

Financial Analysis

Potential City Financing Sources

- General Fund Reserves above 45%

  By policy, funds above 45% can be used for Capital projects.

- Hotel/Motel Fund

  Historically, the Hotel/Motel Fund has been used for land purchases related to Parks.

- Parkland Dedication Fund

  Parkland Dedication Funds can be used for the purchase of new parkland.

- General Obligation Bond Funding

  The average annual debt service for a $6 million project with a 10 year amortization is roughly $700,000. Assuming the debt is issued under the City's existing AAA-rating and General Obligation tax exempt (meaning that the land will be used for tax exempt park activities and facilities - no private activity use above the 5% and 10% thresholds), the current borrowing rate using today's market is 2.90%. The FY 2024 the budget assumes the approximate value of one (1) cent of property tax levy is equal to $750,000. Thus, the $6 million City contribution would be equivalent to adding 1 cent of property tax over 10 years.

HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 21-04678

DATE: May 9, 2023

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Deny Sanitary Sewer For 2051 Wilson Pike And A Discussion On The Urban Growth Boundary And Request For Guidance To Move Forward In Mayes Creek Basin

PURPOSE:

The purpose of this memo is to provide information to the Franklin Board of Mayor and Alderman (BOMA) concerning a discussion related to a sewer denial request for the abovementioned property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 10/21/.
SFUE's Requested: 30.
Domestic Water Meter Size(s): 2".

This property is located outside of the City limits but within the Urban Growth Boundary, on Wilson Pike and east of and adjacent to North Chapel Road north of Murfreesboro Road and east of I-65. The applicant is requesting denial to build an equestrian retreat in the County, consisting of 23 single family homes, a barn, and a swimming pool.

The applicant is seeking denial for sewer availability, however, the WMD recommends approving availability. In reviewing this availability request, there were a number of questions staff had about providing sewer service to properties in the Urban Growth Boundary. The WMD has prepared a presentation for discussion to seek input on these issues.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen reject the applicant’s request for denial and instead grant approval of sewer availability contingent on:

- The applicant being responsible for extending sanitary sewer infrastructure to serve the property
- The applicant signing and recording the standard annexation agreement to be brought into the City limits when the Board decides it is appropriate.

If the Board does not agree with Water Management's recommendation, Water Management requests guidance from the Board with regards to the Mayes Creek basin.

2051 WILSON PIKE

SANITARY SEWER AVAILABILITY

JUNE 13, 2023

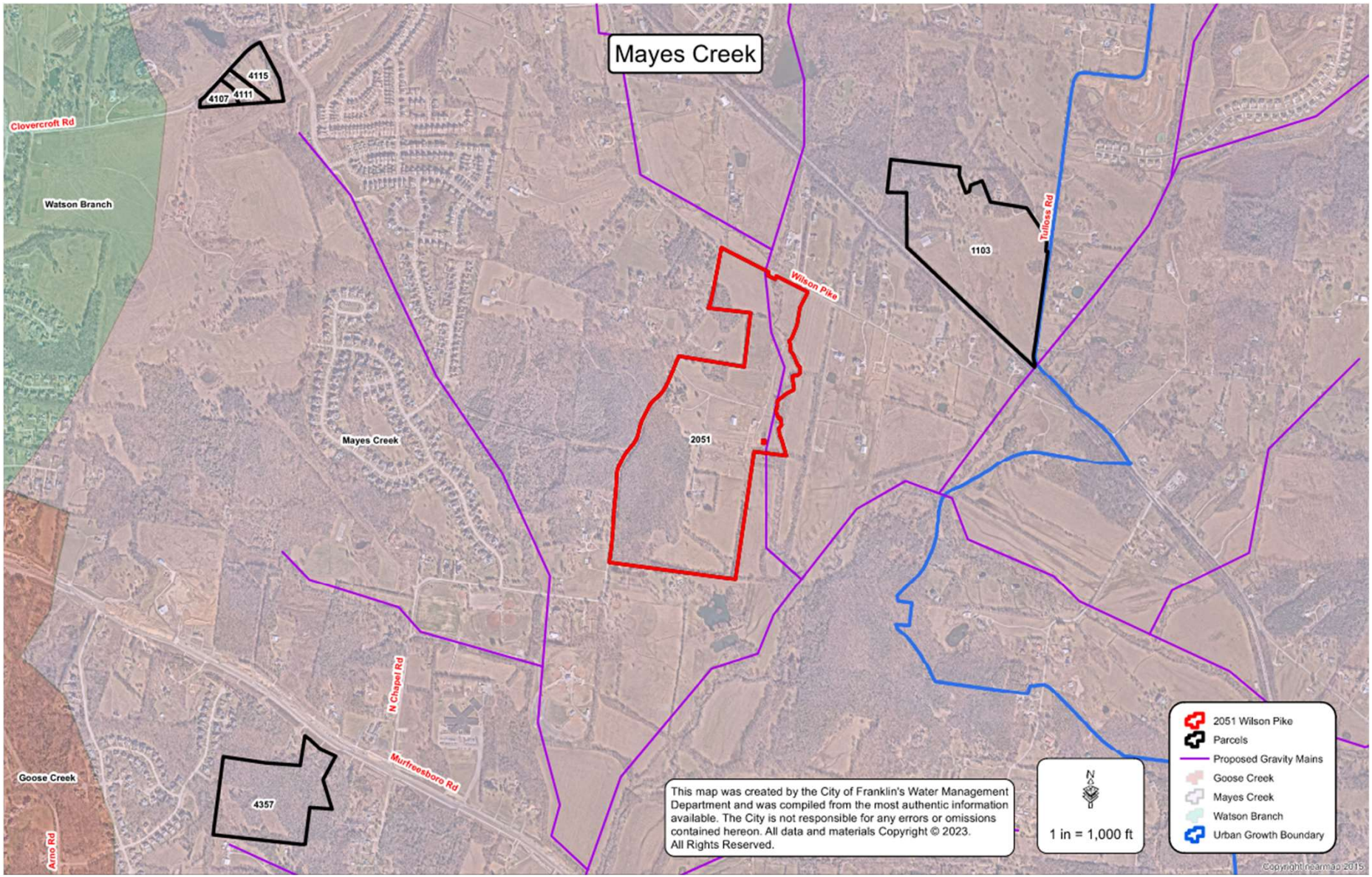
MICHELLE HATCHER, PE,
DIRECTOR

SCOTT ANDREWS, PE,
UTILITIES ENGINEER

WATER MANAGEMENT
DEPARTMENT

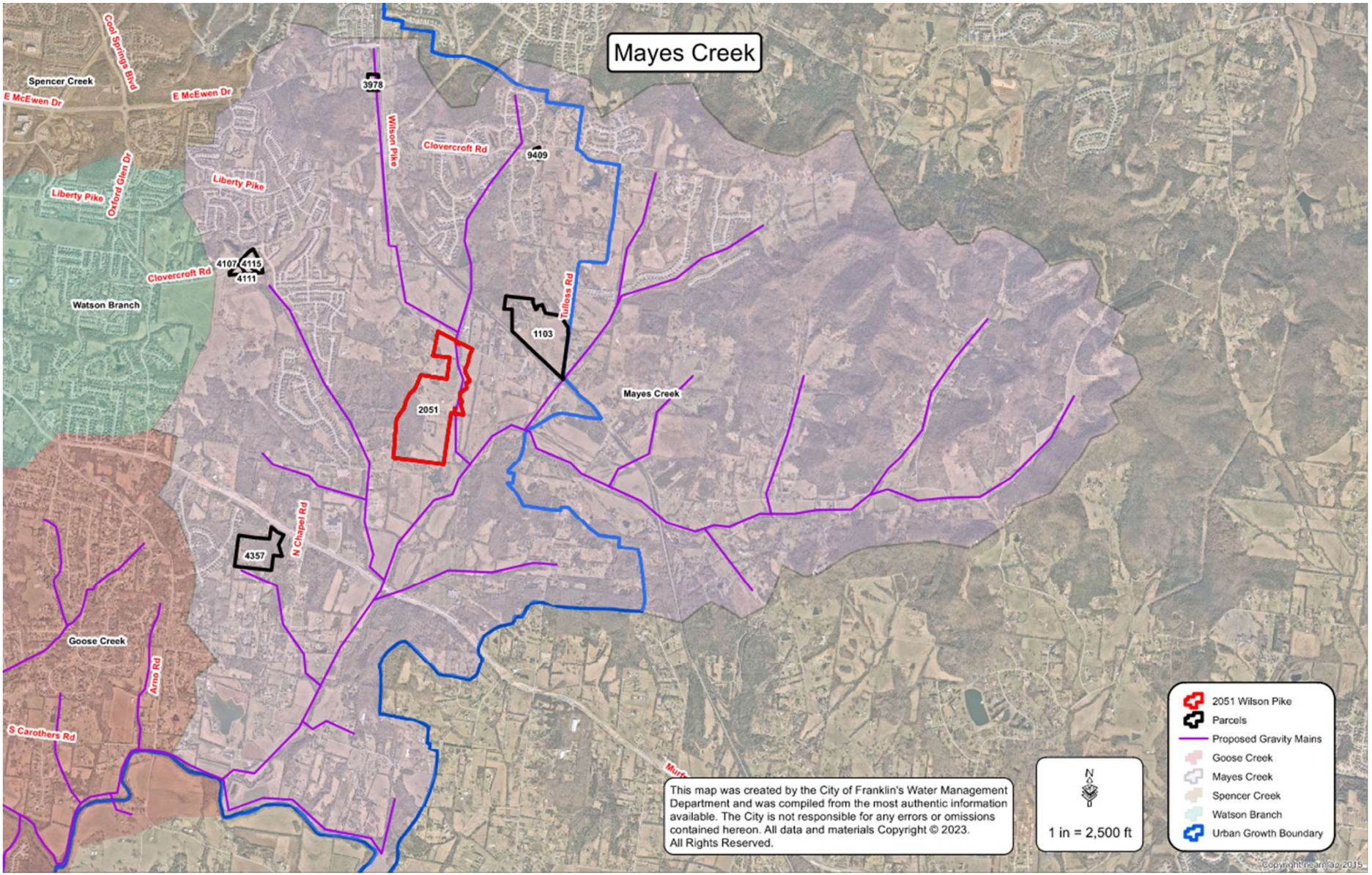
AGENDA

- Request
- Background
- Staff Recommendation
- Request for guidance


Mayes Creek
4115
4107
4111
Clovercroft Rd
Watson Branch
Mayes Creek
2051
Wilson Pike
1103
Tulloss Rd
N Chapel Rd
Murfreesboro Rd
Goose Creek
4357
Arno Rd
This map was created by the City of Franklin's Water Management Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2023. All Rights Reserved.
N
1 in = 1,000 ft
2051 Wilson Pike
Parcels
Proposed Gravity Mains
Goose Creek
Mayes Creek
Watson Branch
Urban Growth Boundary
Copyright nearmap 2015

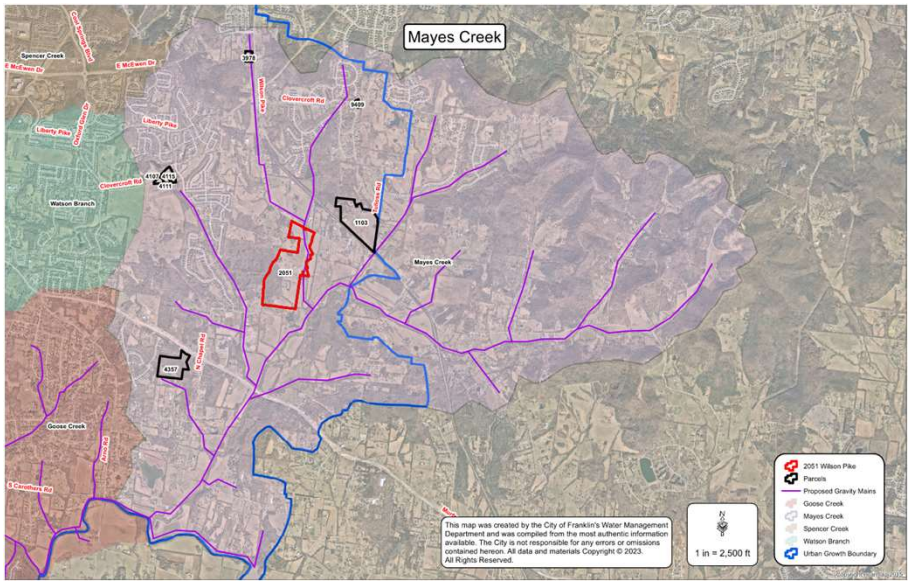
REQUEST

- 2051 Wilson Pike is located outside of the City limits but within the Urban Growth Boundary (UGB) in the Mayes Creek Basin
- Applicant requested denial of sewer for 2051 Wilson Pike to build an equestrian retreat in the County
  - 23 single family homes
  - Barn
  - Pool
- Anticipated sewer flow of 10, 500 gallons per day (GPD) or 30 single family unit equivalents (SFUE)


Mayes Creek
Spencer Creek
E McEwen Dr
E McEwen Dr
Cool Springs Blvd
3978
Wilson Pike
Clovercroft Rd
9409
Liberty Pike
Liberty Pike
Oxford Glen Dr
4107
4115
4111
Clovercroft Rd
Watson Branch
Tulloss Rd
1103
2051
Mayes Creek
4357
N Chapel Rd
Goose Creek
Arno Rd
S Carothers Rd
This map was created by the City of Franklin's Water Management Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2023. All Rights Reserved.
N
1 in = 2,500 ft
2051 Wilson Pike
Parcels
Proposed Gravity Mains
Goose Creek
Mayes Creek
Spencer Creek
Watson Branch
Urban Growth Boundary

BACKGROUND – MAYES CREEK BASIN

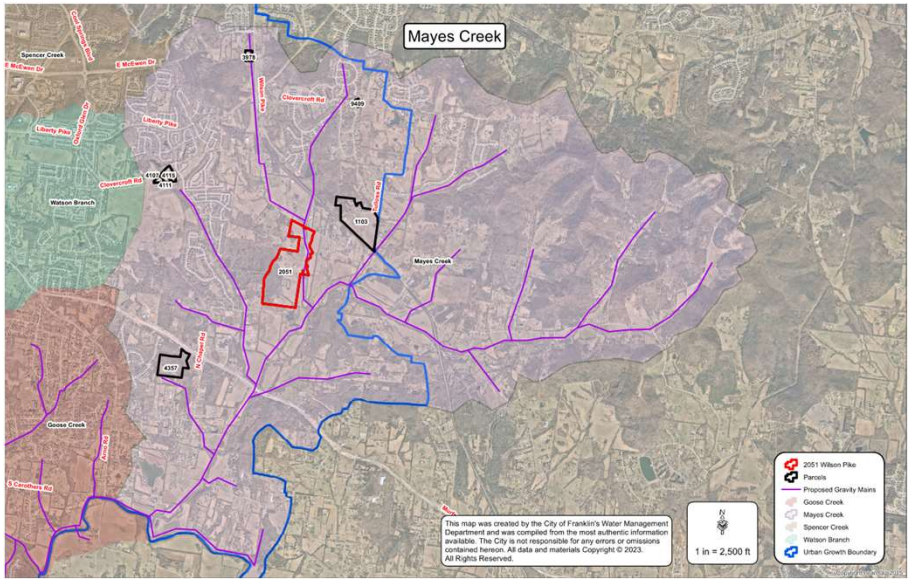
- Explanation of basin
  - Basin consists of approximately 9,900 acres of land, approximately 5,600 acres of which are within the UGB
  - Second largest sewer basin after Goose Creek (approximately 10,563 acres)
  - Eastern edge of the UGB
- Basin Plan
  - Dates back at least to 2006
  - Updated in 2013 to include proposed interceptor layout
  - Update adopted by Board of Mayor and Aldermen through Resolution 2013-21



Updated basin plan proposed interceptor layout, 2013

BACKGROUND – MAYES CREEK BASIN

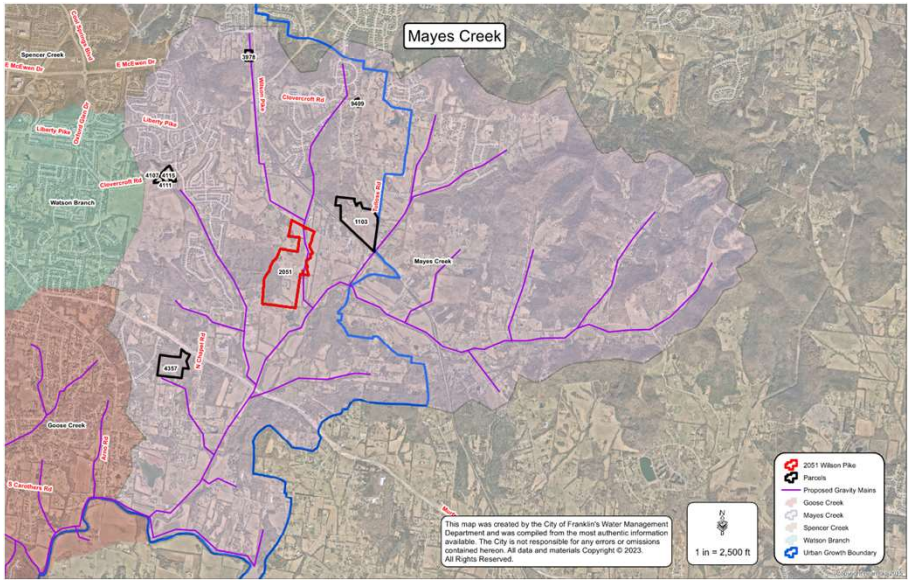
- Previous requests within the basin
  - Smith property requested City sewer
    - Staff recommended a solution consisting of a temporary regional pump station and associated force main (no force main alignment has yet been determined)
    - Pump station could potentially be relocated as more development happened closer to the bottom of the basin
  - Previous denials within the basin have typically been for single family homes with little to no impact on the basin as a whole
  - 4357 Murfreesboro Road was a denial for 20 new single family homes but did not impact the ability to serve the rest of the basin
    - Property was at the top of the basin
    - No proposed sewer was planned for the property as part of the basin plan



Updated basin plan proposed interceptor layout, 2013

STAFF RECOMMENDATION

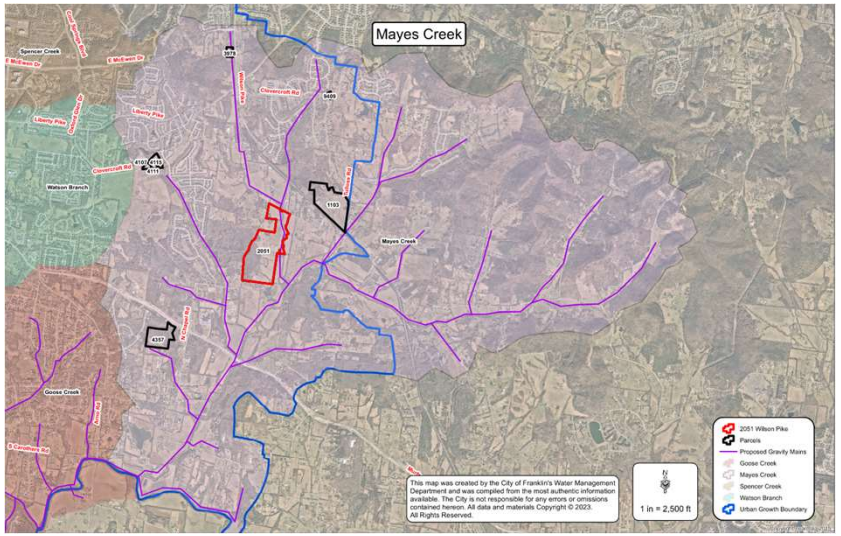
- Water Management recommends approving sanitary sewer contingent on applicant following the Basin Plan for serving the property with sanitary sewer
  - Denying this property sanitary sewer would prevent approximately 1,246 acres that would flow across this property from ever accessing City sewer
  - This accounts for approximately 22% of the total basin acreage located within the UGB
  - Keeping the property in the UGB but cutting the 1,246 acres off from the possibility of City sewer to benefit development of one property of approximately 114 acres
  - Allowing properties to go County strips City of any control over how our UGB develops
  - Denying the property sewer service and not collecting their impact fees and proportionate share in essence makes the system buildout financially not feasible.



REQUEST FOR GUIDANCE

- Reduction of the UGB
  - A reduction of the amount of the basin within the UGB discussed at multiple Work Sessions (Planning and WMD recommended reduction)
  - Board expressed desire to keep in UGB knowing how difficult it would be to sewer
  - Keeping in UGB implies the ability of the City to serve it with sewer
    - Tennessee's Growth Policy Act Section 7(a)(1)(D): "(D) Identify territory in which the municipality is better able and prepared than other municipalities to efficiently and effectively provide urban services;"
    - As properties are denied sewer, it impedes our ability to follow the approved basin plan
- Basin Plan Update
  - WMD is working with a consultant to update the Basin Plan
  - Scope is being reviewed, completion date indeterminate at this time

- If the Board wants to keep the UGB as it is, WMD needs guidance on how to address sewer requests going forward

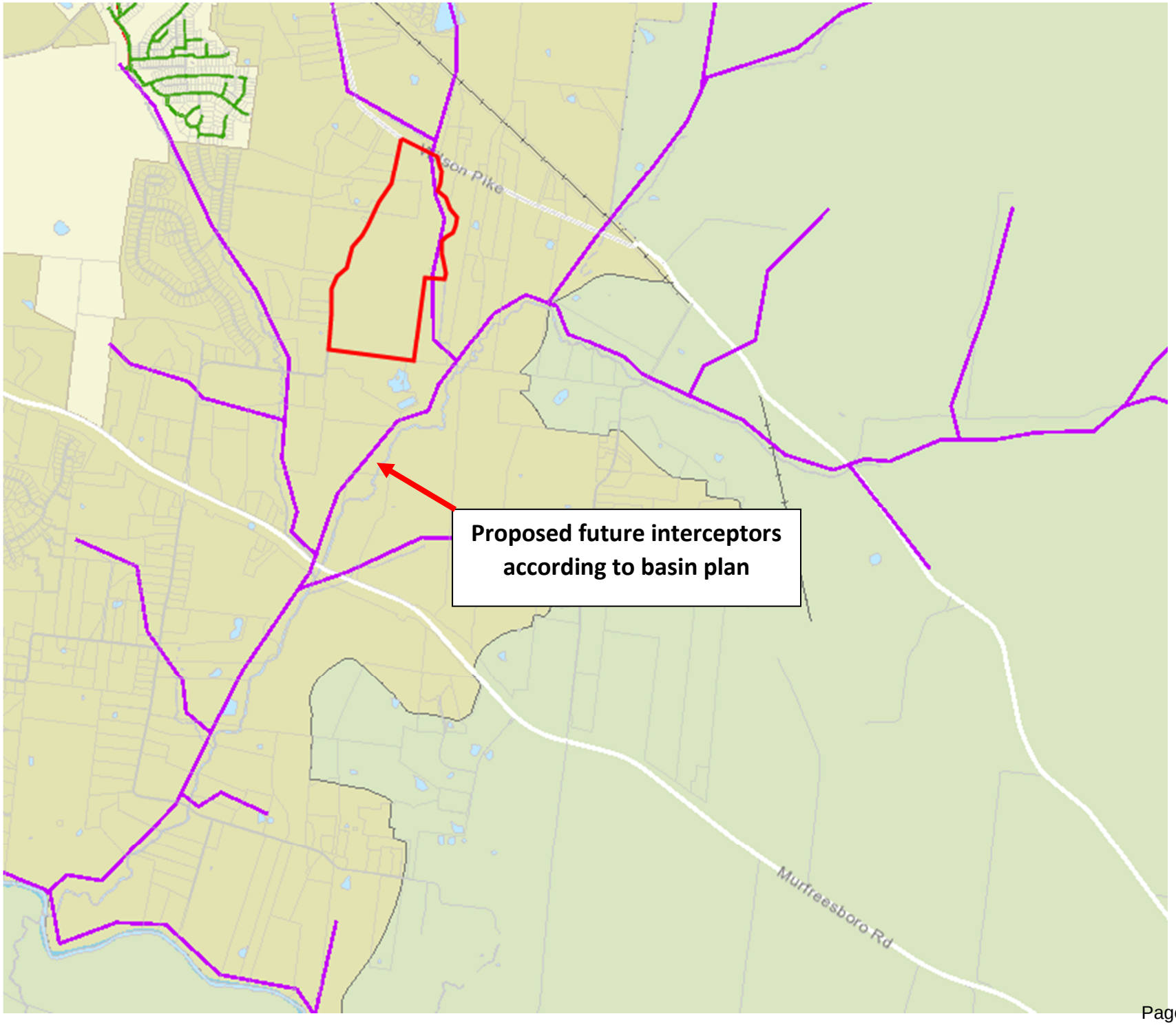


Updated basin plan proposed interceptor layout, 2013

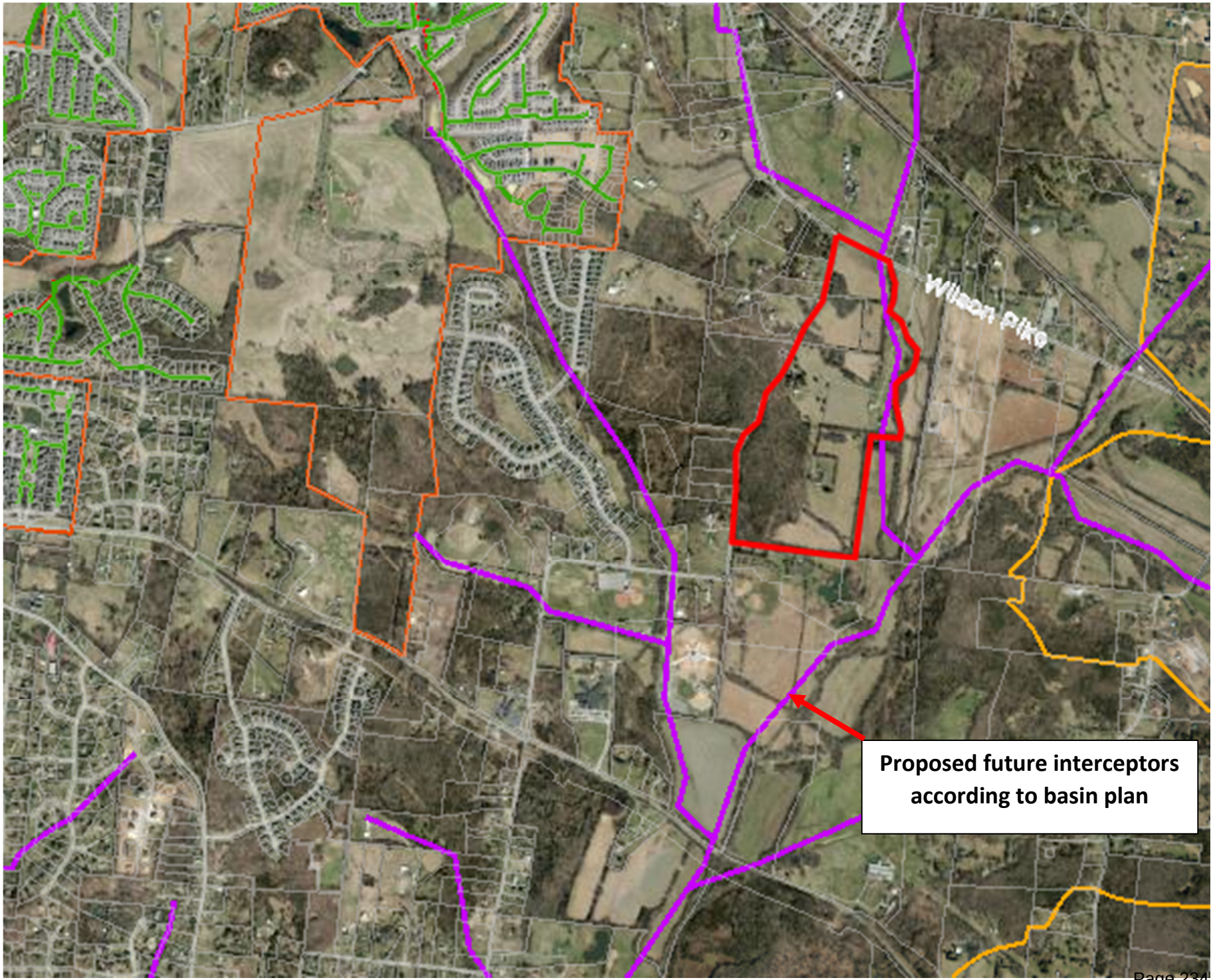
CONCLUSION

- Staff recommends against denial of sewer for this property
- Staff requests guidance on how to plan to serve the basin with sewer as large parcels continue to request and obtain denial of sewer

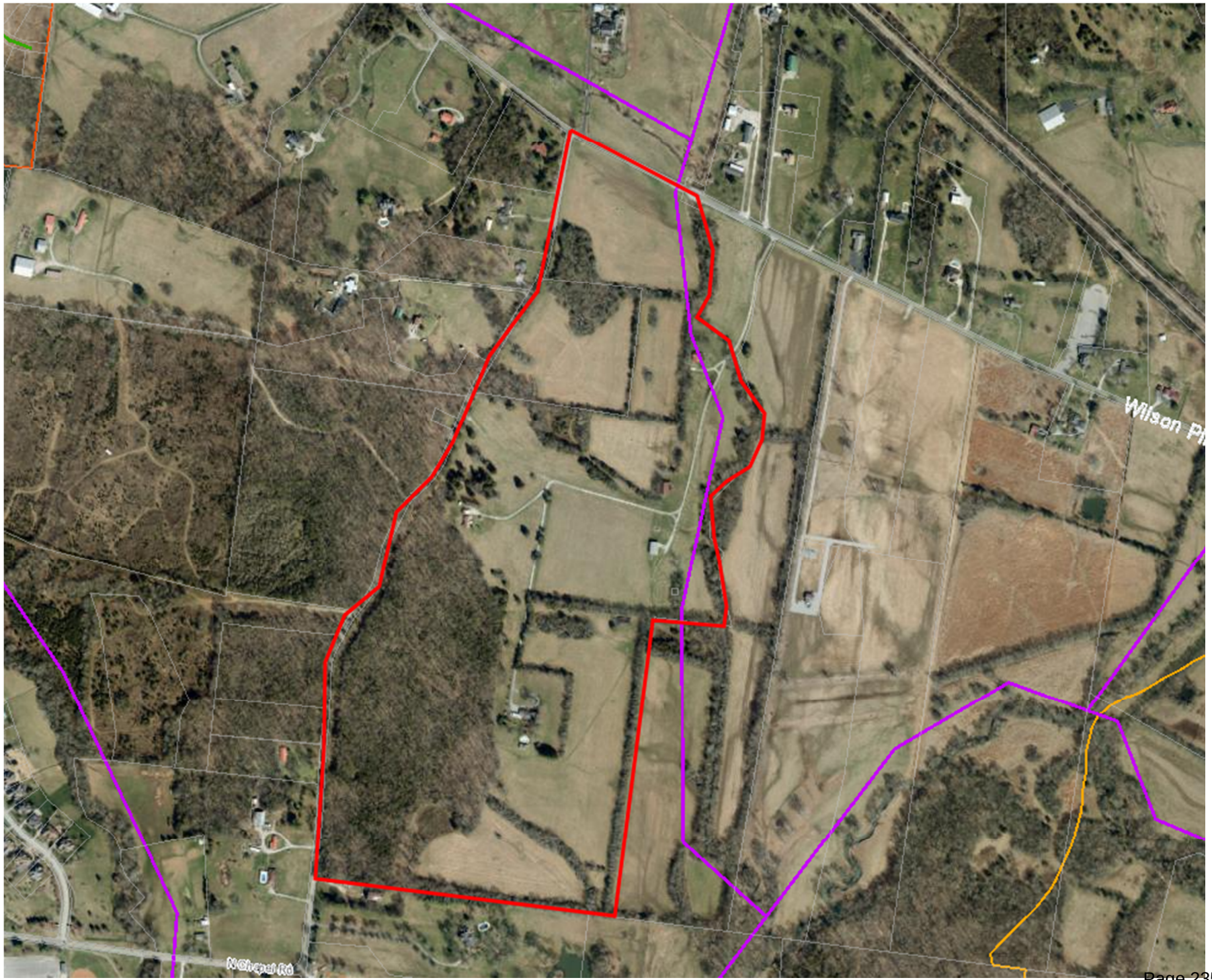
LOCATOR MAP


Proposed future interceptors according to basin plan
Murfreesboro Rd

LOCATOR MAP (Aerial view)



Neighborhood View



HISTORIC FRANKLIN TENNESSEE

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 #	SKYLIGHT RANCH
Map & Parcel(s) #	MAP: 080 PARCEL: 05403
Property Address:	2051 WILSON PIKE
City Project # (If Applicable)	
# of Dwelling Units (If Residential)	23
Applicant's Name & Company	CURTIS STEWART T-SQUARE ENG.
Applicant's Address	1329 WEST MAIN STREET FRANKLIN, TN 37064
Applicant's Email & Phone #	CURTIS.STEWART@T2-ENG.COM 615-678-8212
Anticipated Water Meter Size(s) (see chart on pg. 3).	2"
Water District:	MILCROFTON

Sewage Flow Calculations: *Use the City of Franklin projected flow examples sheet –pg.4*

SF (23) x 350 GPD = 8,050

BARN (10) x 25 = 250

GUESTS (20) x 100 = 2,000

POOL (20) x 10 = 200

10,500 GPD

use additional sheets as necessary

Anticipated sewage flows: *Information Required for Sewer Service*	N/A
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**

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:** 10/21/2022

City of Franklin

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

File #: 21-04660

DATE: May 8, 2023

TO: Board of Mayor and Aldermen

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

SUBJECT:

Consideration Of Special Event Permit For Christmas Parade Sponsored By Downtown Franklin Rotary Club On December 2, 2023

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning recommendations for the annual Christmas Parade.

BACKGROUND/STAFF COMMENTS:

Late last year, the Kiwanis Club notified the City they would no longer be sponsoring the Franklin Christmas Parade. A few months ago, the Downtown Franklin Rotary Club reached out to say they would be taking over as the sponsors of the parade. They have submitted an application to hold the parade on December 2nd with an estimated attendance of 10,000. There will not be any substantial changes, including using the same route as in previous years.

FINANCIAL IMPACT:

The Downtown Franklin Rotary Club will pay for extra-duty police officers to work the event.

RECOMMENDATION:

Staff recommends approval with the following conditions:

- Applicant must notify affected neighborhoods of the event and street closures

Risk Management:

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

- Event organizers will notify all participants that, for safety reasons, candy cannot be thrown from floats.

Streets Department:

- Department will put out Message Boards several days prior to event to notify motorists of closures.
- Department will put out bike barricades along Main Street for crowd control
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to provide security and traffic control for the event.

Sanitation and Environmental Services Department:

- Department will provide rollout containers along the parade route
- Applicant will provide volunteers to do clean-up after the event

Parks Department:

- Applicant will work with Department to determine locations and rules/regulations for staging areas at Jim Warren Park.

OFFICE USE ONLY
Permit No:
_____

HISTORIC FRANKLIN TENNESSEE

City of Franklin
Special Event Permit Application

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

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

Please list all that apply:

- Parade/March

1. **Name/purpose of event:** Franklin Christmas Parade
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed)***:**
   The Parade participants excluding the bands will stage at the Jim Warren Park and then travel down Highway 96 toward Hillsboro Road. At Hillsboro Road, any bands that are participating in the parade will enter parade route at this point.

   The route will continue down Highway 96 as it turns into Bridge Street. At 3rd avenue, the route will turn north and proceed around the square, then turn west up main street. The participants will exit the route at 11th avenue to head back to Jim Warren Park.
3. **Date or dates of event:** 12/02/2023
4. **Start/End Times of Event:**
   Event will start at 2 pm to 5 pm

   What date/time will set-up begin? 12/2/2023 8:00 AM
   What date/time will tear-down be complete? 12/2/2023 7:00 PM
   **Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
5. **Time of Street Closure** *(if applicable):*
6. **An estimated number expected to attend during the course of the event:**
   Spectators/Attendees: 5,000 Event Staff/Volunteers:50 Total:5,055
7. **Name of applicant and Organization Requesting Permit:**
   Kathy Reynolds - Downtown Franklin Rotary Club
   a) Address: P.O. Box 681541
   Franklin, TN 37068
   b) Phone: 615-516-4993 **c) Cell:** **d) Fax:**
   e) E-mail address: kathydreynolds@gmail.com
8. **DETAILED description of the event** (include information regarding the appropriateness of the event for all ages. If available, include the names and descriptions of acts/performers) **:**
   Annual Christmas Parade in downtown Franklin. Participants will be school bands, floats, dancers, individual cars and trucks.

   Age appropriate for all.

9. **ENCLOSE A DETAILED PDF MAP** of the event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such an event will occur. ***For large-scale events, a map or maps should be obtained from the City's GIS division.***
If also submitting a CAD file, please ensure that it is in DWG file format, and projected in TN State Plane NAD83

Please detail any restricted parking areas on the event map.

Event Map: Christmas Parade.JPG

10. **Person in charge on day of event:** C.J. Monte
Cell: 615-815-8923 **E-mail address:** cjmonte28@yahoo.com

11. **Name and Cell Number of at least two others available on day of event:**
Name: Kathy Reynolds **Cell:** 615-516-4993 **E-mail address:** kathydreynolds@gmail.com
Name: Christina McClary **Cell:** 615-509-9896 **E-mail address:** cmcclary1@allstate.com

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

Administrative Contact List: Officers and Board Members 2022-2023.docx

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

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

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

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

17. **Will you charge a vendor particiation fee?** Yes
Average vendor participaion fee? 50.00

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

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

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

21. **Will parking in the area of the event need to be restricted or prohibited?** Yes

22. **Will any sound amplification equipment be used during the event?** No

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

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

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

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list**.
TBD

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

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

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

28. **Will alcohol, beer, and/or wine be given away or sold?** No
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require a special inspection from the Franklin Fire Department. All tents must meet the requirements of Chapter 31 of the International Fire Code. Tents 20-ft by 20-ft or larger much have an approved label or documentation showing the tent fabric meets all flammability requirements. Tents larger than 400-SF must be inspected and approved by the fire department before the event opens. All cooking operations must be inspected and approved by the fire department before the event opens. Cooking operations will be periodically inspected throughout the event. Tents should be taken down on the date the event has ended. ***Please read the Additional Requirements section of this application for more information***.

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

HISTORIC
FRANKLIN
TENNESSEE

Rules and Regulations

Please Read All Attachments Before Signing Application.

1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all State and Federal Laws.

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

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

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

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

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

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

8) I/We understand and acknowledge that all vendors, acts, performers, organizers, and patrons must not violate any laws pertaining to adult entertainment as defined by Tennessee State law.

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

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

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

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

BY: Kathy D Reynolds, President, Downtown Franklin Rotary Date: 4/8/23
(Signature and title – must be officer of organization)

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

_____ _____
Dr. Ken Moore, Mayor Eric S. Stuckey, City Administrator

08/2022

HISTORIC FRANKLIN TENNESSEE

Buildings, Structures, & Power Sources

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

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

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

All Permit applications are subject to permit fees.

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

Sound Amplification

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

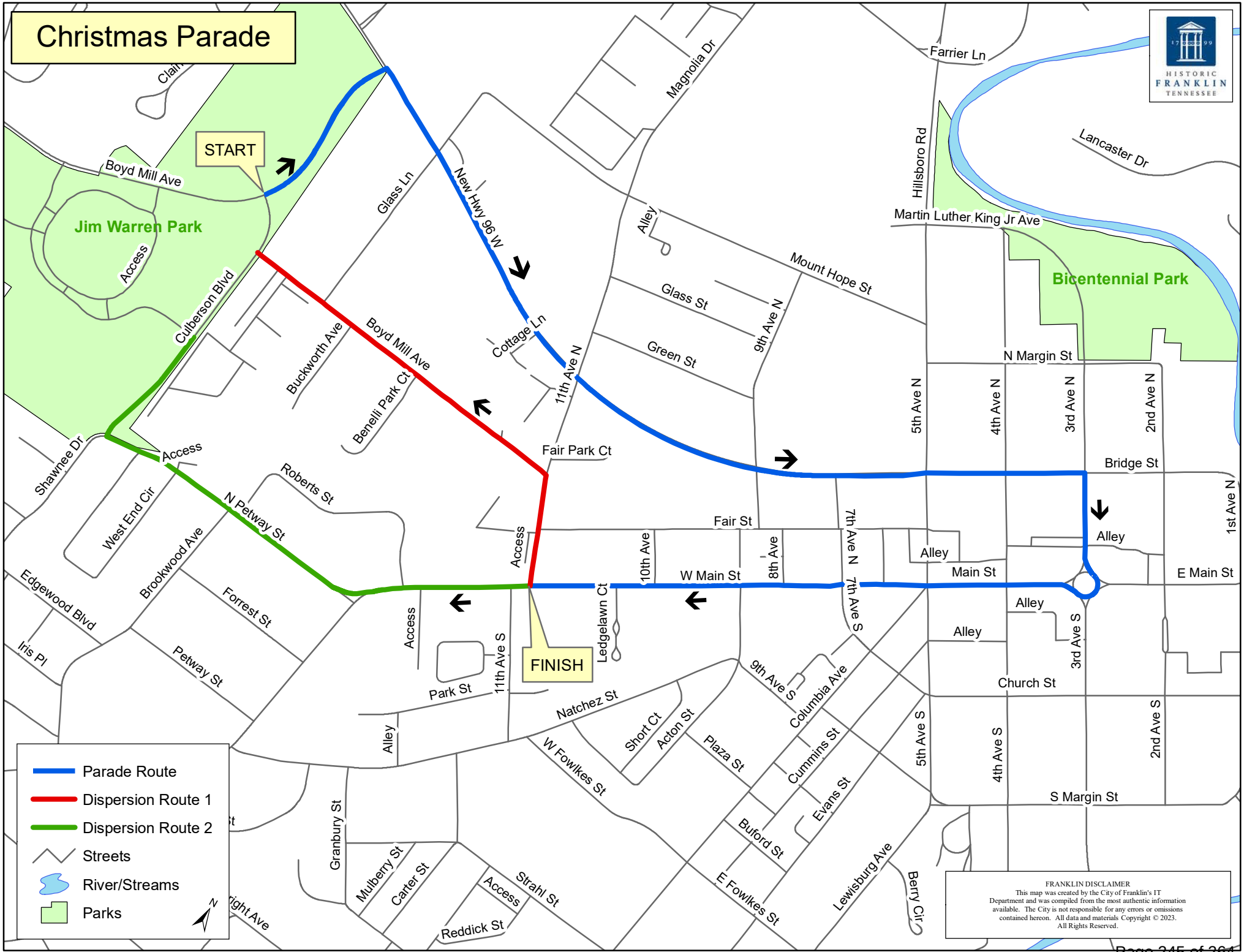
Applicant/Organization: Kathy Reynolds - Downtown Franklin Rotary Club
Event Name: Franklin Christmas Parade
Event Date(s): 12/02/2023

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

   Sound Amplification Map:
3. **For what purpose will sound amplification be used?** *Please list all that apply*:
4. **Type of Amplifier:**
5. **Number of Amplifiers:** **Number of Speakers:** **Number of Performers:**
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**
   Name: **Cell:** **E-Mail:**
   Name: **Cell:** **E-Mail:**

Authorized Signature: Kathy Reynolds **Date:** 04/08/2023

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


Christmas Parade
START
FINISH
Jim Warren Park
Bicentennial Park
Boyd Mill Ave
Access
Culberson Blvd
Glass Ln
New Hwy 96 W
Cottage Ln
11th Ave N
Magnolia Dr
Alley
Mount Hope St
Glass St
Green St
9th Ave N
Farrier Ln
Hillsboro Rd
Lancaster Dr
Martin Luther King Jr Ave
N Margin St
5th Ave N
4th Ave N
3rd Ave N
2nd Ave N
Bridge St
1st Ave N
Fair Park Ct
Fair St
W Main St
Main St
E Main St
7th Ave N
7th Ave S
8th Ave
10th Ave
Ledgelawn Ct
Buckworth Ave
Benelli Park Ct
Shawnee Dr
West End Cir
Roberts St
N Petway St
Brookwood Ave
Edgewood Blvd
Forrest St
Iris Pl
Petway St
11th Ave S
Park St
Natchez St
Short Ct
Acton St
Plaza St
Columbia Ave
9th Ave S
Cummins St
Evans St
Buford St
E Fowlkes St
Lewisburg Ave
Berry Cir
W Fowlkes St
Church St
3rd Ave S
S Margin St
5th Ave S
4th Ave S
2nd Ave S
Granbury St
Mulberry St
Carter St
Strahl St
Reddick St
Parade Route
Dispersion Route 1
Dispersion Route 2
Streets
River/Streams
Parks
N
HISTORIC FRANKLIN TENNESSEE
FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2023. All Rights Reserved.

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

Exemption Authorization

August 28, 2019

Letter ID: L1496558848

ROTARY CLUB OF DOWNTOWN FRANKLIN
CHARITABLE
3326 ASPEN GROVE DR STE 604
FRANKLIN 370674858

RE: Sales and Use Tax Exempt Organizations or Institutions Certificate of Exemption

The Tennessee Department of Revenue has issued this exemption certificate in accordance with Tenn. Code Ann. § 67-6-322 or § 56-25-504 for the educational, religious, historical, or charitable non-profit organization or institution named on the enclosed certificate. This organization or institution qualifies for the authority to make sales and use tax exempt purchases of goods and services that it will use, consume or give away. This authorization for exemption does not extend to sales tax that the organization must collect or pay on its regular sales of goods or taxable services.

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

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

The taxpayer must furnish its supplier(s) at the time of purchase with a **COPY** of the enclosed certificate with the lower portion properly completed. The original certificate should be retained **for copy purposes.** The supplier must maintain a file copy as evidence of the sales tax exemption.

David Gerregano

David Gerregano
Commissioner of Revenue

Officers and Board Members Induction

June 21, 2022

Executive Board

President kathydreynolds@gmail.com	Kathy Reynolds 615-516-4993
Past President	Bill Kreager
President Elect cjmonte28@yahoo.com	C.J. Monte 615-815-8923
President Designee cmcclary1@allstate.com	Christina McClary 615-509-9896

Board Member Officer

Secretary	Candida Cleve-Bannister
Treasurer	Steve Bacon

Board Member

2-year term	Christina McClary
	Jeff Davis
	Bao Ngo
1-year term	Carol Crosby
	Tony Hunnicutt
	Andy Hawkins

Staff Conditions:

Staff recommends approval with the following conditions:

- Applicant must notify affected neighborhoods of the event and street closures

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.
- Event organizers will notify all participants that, for safety reasons, candy cannot be thrown from floats.

Streets Department:

- Department will put out Message Boards several days prior to event to notify motorists of closures.
- Department will put out bike barricades along Main Street for crowd control
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to provide security and traffic control for the event.

Sanitation and Environmental Services Department:

- Department will provide rollout containers along the parade route
- Applicant will provide volunteers to do clean-up after the event

Parks Department:

- Applicant will work with Department to determine locations and rules/regulations for staging areas at Jim Warren Park.

File #: 21-04769

DATE: June 14, 2023

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney
Jessica Davey, Revenue & Licensing Manager

SUBJECT:

Consideration Of Ordinance 2023-16, An Ordinance To Amend Title 8, Chapter 2, Section 211 Of The Franklin Municipal Code Relative To Special Event Beer Permits
Beer 6/13/23, 2-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an ordinance to amend the Franklin Municipal Code relative to special event beer permits.

BACKGROUND/STAFF COMMENTS:

The Franklin Municipal Code requires event organizers to obtain a permit for their special event under certain circumstances. Should the organizers desire to serve beer at their event, they are required to obtain a special event beer permit from the beer board. Failure to obtain a special event permit when required prohibits organizers from holding the special event where beer was intended to be served. The practice of the Beer Board has been to grant beer permits conditioned upon the event organizer receiving a special event permit when the beer permit approval was on a Beer Board agenda prior to obtaining the special event permit.

The ordinance amendment as drafted would require that where a special event permit is necessary and the event organizers desire to serve beer, the special event permit must be obtained before appearing before the beer board. It is important to note that, while BOMA meets twice monthly, the Beer Board meets only once a month. The differing timelines for the two governing bodies, along with their respective filing deadlines, could create a hardship for applicants, and result in their inability to obtain a beer permit before their event. And, many times, the special event application was at work session the prior meeting and then set on the Beer Board agenda and the voting meeting on the same night. However, Beer Board meets before BOMA and having the flexibity to approve a beer permit contingent on the special event approval has worked well.

As stated above, the practice has been to obtain the issuance of the special event beer permit contingent upon receiving approval for the special event. This would be consistent with the Beer Board's current practice related to certificates of use and occupancy. For establishments going

through the building inspection process the beer board issues a permit that is contingent upon obtaining a certificate of use and occupancy so that the business experiences no delay once it has passed inspection and is ready to open its doors.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen deny Ordinance 2023-16.

ORDINANCE 2023-16

AN ORDINANCE TO AMEND TITLE 8, CHAPTER 2, SECTION 211 OF THE FRANKLIN MUNICIPAL CODE RELATIVE TO SPECIAL EVENT BEER PERMITS.

WHEREAS, in order to promote the health, safety, prosperity, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards relative to beer permits within the City; and

WHEREAS, the City of Franklin Municipal Code Title 16, Chapter 5 requires special event organizers to obtain a permit for their special event under certain circumstances; and

WHEREAS, the City of Franklin Municipal Code Title 8, Chapter 2, Section 211 provides that the beer board is authorized to issue beer permits for use at special events under certain criteria; and

WHEREAS, failure to receive a special event permit where one is required stops an event organizer from holding the special event where beer was intended to be served; and

WHEREAS, to ensure all proper permitting requirements are met the Board of Mayor and Aldermen deems it prudent to require that where a special event permit is necessary and the event oragnizers desire to serve beer, the special event permit must be obtained before appearing before the beer board to obtain a beer permit for the special event; and

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

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

SECTION I. That the Franklin Municipal Code, Title 8, Chapter 2, Section 211 be amended by deleting the section in its entirety and adding the new Section 211 listed below:

Sec. 8-211. – Special event permits.

(1) The beer board is authorized to issue special event beer permits to bona fide charitable, nonprofit or political organizations for special events. If a special event permit is required for the event under Title 16, Chapter 5 of this code, the event organizers must obtain the special event permit before appearing before the beer board to obtain a special event beer permit.

(2) The special event beer permit shall not be issued for longer than one 48-hour period unless otherwise specified, subject to any limitations on the hours of sale imposed by law. The application for the special event beer permit shall state whether the applicant is a charitable, nonprofit or political organization, include documents showing evidence of the type of organization, and state the location of the premises upon which alcoholic beverages shall be served and the purpose for the request for the beer permit.

(3) For purposes of this section:

(a) Bone fide charitable or nonprofit organization means any corporation which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.

(b) Bona fide political organization means any political campaign committee as defined in T.C.A. § 2-10-102 or any political party as defined in T.C.A. § 2-13-101.

(4) No charitable, nonprofit or political organization possessing a special event beer permit shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.

(5) Failure of the special event beer permittee to abide by the conditions of the permit and all laws of the State of Tennessee and the City of Franklin will result in a denial of a special event beer permit for the sale of beer for a period of one year.

SECTION II. 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 second and final reading, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

By: _____
Eric Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

_____
William E. Squires
Assistant City Attorney

PASSED FIRST READING _____

PASSED SECOND READING: _____

City of Franklin

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

File #: 21-04717

DATE: May 24, 2023

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Jessica Davey, Revenue & Licensing Manager

SUBJECT:

Discussion Of Peddlers, Solicitors, And Itinerant Merchants - Pop-Up Commercial Merchandise Sales, Services, And Permitting Requirements

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the permitting and operation of peddlers, solicitors, and itinerant merchants.

BACKGROUND/STAFF COMMENTS:

Title 9, Chapter 2 of the City of Franklin Municipal Code authorizes and provides for specific permitting and operating requirements for peddlers, solicitors, and itinerant merchants. This ordinance was created in the mid-1970's and amended last in 2004 and 2009.

Recently, City Staff has received inquiries from potential permitees whose business models do not strictly fit the definitions and requirements in the current code as written. Additionally, some business owners have expressed concerns that some of the requirements are restrictive. City team members from Revenue Management and our Building and Neighborhood Services and Law Departments have identified sections of the Municipal Code that may be suited for an update. However, discussion and guidance from the Board regarding this section of the Municipal Code is needed.

FINANCIAL IMPACT:

For context, in FY 22 Franklin issued 63 permits with a total application fee of $ 3,150 and, in FY 23, we have issued 95 permits to date with $4,750 collected. If the BOMA decides to proceed with minor amendments to this section of the Municipal Code, there would likely be no additional administrative impact. Staff is not recommending that the current application fee of fifty ($50) dollars be changed.

However, with an increasing number of peddlers, solicitors, and itinerant merchants, the impact on existing brick-and-mortar businesses is not measurable.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen provide guidance on amendments to the City's Municipal Code regarding the permitting and operation of peddlers, solicitors, and itinerant merchants for consideration in the future.

Title 9 – Chapter 2
City of Franklin Municipal Code

Peddlers, Solicitors, and Itinerant Merchants

Are The Regulations Current? Topics For Discussion…

- Municipal Code – Created in mid-1970's – Last Changes 2004 and 2009
- Permit Required for Every Person - Not for a Business or Organization
- Requirement of a $ 1,000 Surety Bond/person
- Peddlers and Solicitors – Hours of Operation
  9:00 am – 7/8:00 pm --- Monday - Saturday
- Itinerant Merchants – Increased Interest in Non-Typical "Pop-up" Retail Sales/Services That Require Customers Entering a Trailer to View Goods or Receive Treatments
- Permission Required from Property Owner and Only Allowed when Open for Business. No Overnight Staging or Storage
- Should Sale of Produce be Exempt from Permit whether a single site or as a participant in a Permitted Farmers Market?

TITLE 9 BUSINESS, PEDDLERS, SOLICITORS, ETC.[1]

CHAPTER 1. MISCELLANEOUS

Sec. 9-101. Going out of business sales.

It shall be unlawful for any person to falsely represent a sale as being a "going out of business" sale. A "going out of business" sale, for the purposes of this section, shall be a "fire sale," "bankrupt sale," "loss of lease sale," or any other sale made in anticipation of the termination of a business at its present location. When any person, after advertising a "going out of business" sale, adds to his stock or fails to go out of business within 90 days he shall prima facie be deemed to have violated this section.

(1976 Code, § 5-101)

Sec. 9-102. Dance halls.

It shall be unlawful for any business place where public dancing is permitted on the premises to remain open or in operation between the hours of 1:30 A.M. and 8:00 A.M. on any day unless a special permit has been obtained in advance from the chief of police for a special event or celebration.

(1976 Code, § 5-102)

Sec. 9-103. Tree trimmers.

(1) Any person, association, or corporation, except departments of municipal or governmental agencies, engage in the business of removing trees, trimming trees, repairing trees, or performing any service wherein trees are trimmed or altered in any manner whatsoever, shall register with the city recorder before engaging in any of the aforementioned activities, and shall furnish the names and addresses of all employees or associates who are participating with him in said activities.

(2) No person shall perform any service for profit wherein trees are cut, trimmed, or altered, and wherein an accumulation of brush, wood, debris, or other refuse is the result of such work or service, without being equipped with a truck or other vehicle capable of removing said brush, wood, debris, or other refuse to a dumping area previously designated as such by the sanitation department head of the City of Franklin, and said brush, wood, debris or other refuse shall be so removed by the person causing or crating its accumulation.

(3) Any person violating any provision of this section shall be guilty of a misdemeanor and, upon conviction, shall be fined under the general penalty clause for this Code.

(1976 Code, § 5-103)

[1]Cross reference(s)—Building, plumbing, wiring and housing regulations: title 12; liquor and beer regulations: title 8; noise reductions: title 11; zoning: title 14.

CHAPTER 2. PEDDLERS, SOLICITORS, ETC.[2]

Sec. 9-201. Definitions.

(1) *Goods,wares* or *merchandise* shall mean all variety of merchandise items, whether handmade or manufactured, or services, whether personal or professional categorized as, but not necessarily limited to, souvenirs, gifts, prizes, art, school supplies, cloth, clothing or wearing apparel, toys, balloons, novelties, small appliances, works of art or crafts, directional information and/or charts, street photographers, tools or mechanical, devices of any nature.

(2) *Itinerant merchant* shall mean any person who is not a mobile food vendor, and is authorized to, engage in the giving away, the selling or offering for sale, of goods, wares or merchandise, or who solicits patronage for any person, business, or service by word of mouth, to entice or persuade anyone to buy, sell or accept goods, wares, or merchandise within the corporate limits of the city, where the above-mentioned activities are conducted from a temporary or transient location with the express, written permission of the private property owner(s). For purposes of this section, "temporary or transient location" means from a stand, stall, kiosk, trailer, and/or vehicle that is temporary and removed from the property when not open for business (unless otherwise expressly permitted by the city). This section shall also apply to any and all ancillary equipment associated with the itinerant merchant, including, but not limited to, signs, tables, chairs, marketing materials, set-ups, and/or trash bins.

(3) *Peddler* shall mean any person who goes from dwelling to dwelling, business to business, place to place or from street to street, carrying or transporting goods, wares or merchandise and offering or exposing the same for sale. Connotes one who makes sales and delivery of merchandise or services concurrently and on-the-spot to a residential or commercial customer.

(4) *Solicitor* shall mean any person who goes from dwelling to dwelling, business to business, place to place or from street to street, taking or attempting to take orders for any goods, wares or merchandise, or personal property of any nature whatever for future delivery. Does not include bona fide charitable, religious, patriotic or philanthropic organizations to the extent they are regulated by chapter 3 of this title.

(1976 Code, § 5-201; Ord. No. 2004-68, 12- -2004; Ord. No. 2018-29 , § I, 8-28-2018)

Sec. 9-202. Permit required; exemptions.

(1) It shall be unlawful for any peddler, solicitor, or itinerant merchant to ply his or her trade within the corporate limits without first obtaining a permit in compliance with the provisions of this chapter. A permit shall be issued to an individual only. No permit shall be used at any time by any person other than the one to whom it is issued.

(2) Exemptions. Except as may be required in chapter 3 of this title, the terms of this chapter shall not be applicable to persons selling at wholesale to dealers, nor to newsboys, nor to bona fide merchants who merely deliver goods in the regular course of business, nor to sellers responding to a prior invitation by the

[2]Cross reference(s)—Privilege taxes: title 5.

owner or occupant of a residence, nor to bona fide charitable, religious, patriotic or philanthropic organizations, nor to a person receiving authorization to ply his or her trade under a special event permit.

(3) Violation and penalty. Any person violating any of the provisions of this chapter, or filing, or causing to be filed, an application for a permit or certificate under this chapter containing false or fraudulent statements shall be fined as specified in appendix A, comprehensive fees and penalties. Each solicitation that occurs in violation of this chapter shall be deemed a separate offense.

(1976 Code, § 5-202; Ord. No. 2004-68, 12- -2004; Ord. No. 2009-39, § I, 7-28-2009)

Sec. 9-203. Application for permit.

(1) Applicants for a solicitor's permit under this chapter must file with the city recorder a sworn written application containing the following for each peddler, solicitor or itinerant merchant:

(a) Name and physical description of applicant.

(b) Complete permanent home address and local address of the applicant and, in the case of itinerant merchants, the local address from which proposed sales will be made.

(c) A brief description of the nature of the business and the goods to be sold or the nature of the solicitation.

(d) If employed, the name and address of the employer, together with credentials therefrom establishing the exact relationship.

(e) The length of time for which the right to do business is desired.

(f) Two recent clear photographs approximately two inches square showing the head and shoulders of the applicant.

(g) The names of at least two reputable local property owners who will certify as to the applicant's good moral reputation and business responsibility, or in lieu of the names of references, such other available evidence as will enable an investigator to evaluate properly the applicant's moral reputation and business responsibility.

(h) A statement as to whether or not the applicant has been convicted of any crime or misdemeanor or for violating any municipal ordinance; the nature of the offense; and, the punishment or penalty assessed therefor.

(i) The last three cities or towns, if that many, where applicant carried on business immediately preceding the date of application and, in the case of itinerant merchants, the addresses from which such business was conducted in those municipalities.

(j) At the time of filing the application, a nonrefundable fee as specified in appendix A, comprehensive fees and penalties, shall be paid to the city to cover the cost of investigating the facts stated therein.

(1976 Code, § 5-203; Ord. No. 2002-27, 8- -2002; Ord. No. 2004-68, 12- -2004; Ord. No. 2009-39, § II, 7-28-2009)

Sec. 9-204. Issuance or refusal of permit.

(1) Upon receipt of a complete application and all applicable fees and taxes, each application shall be referred by the city recorder to the chief of police for investigation. The chief shall report his findings to the city recorder within 72 hours.

(2) If as a result of such investigation the chief reports the applicant's moral reputation and/or business responsibility to be unsatisfactory the city recorder shall notify the applicant that his application is disapproved and that no permit will be issued. If, on the other hand, the chief's report indicates that the moral reputation and business responsibility of the applicant are satisfactory the city recorder shall issue a revocable permit upon the payment of all applicable fees and taxes and the filing of the bond required by section 9-206. The city recorder shall keep a permanent record of all permits issued.

(1976 Code, § 5-204; Ord. No. 2004-68, 12- -2004)

Sec. 9-205. Appeal.

Any person aggrieved by the action of the chief of police and/or the city recorder in the denial of a permit shall have the right to appeal to the board of mayor and aldermen. Such appeal shall be taken by filing with the mayor within 14 days after notice of the action complained of, a written statement setting forth fully the grounds for the appeal. The mayor shall set a time and place for a hearing on such appeal and notice of the time and place of such hearing shall be given to the appellant. The notice shall be in writing and shall be mailed, postage prepaid, to the applicant at his last known address at least five days prior to the date set for hearing, or shall be delivered by a police officer in the same manner as a summons at least three days prior to the date set for hearing.

(1976 Code, § 5-205)

Sec. 9-206. Bond.

Every permittee shall file with the city recorder a surety bond running to the city in the amount as specified in appendix A, comprehensive fees and penalties, or if named as an authorized participant in a special event, a peddler, solicitor or itinerant merchant shall be considered to be covered by the special event's bond or deposit as required under title 16, chapter 5 of this Code. The bond shall be conditioned that the permittee shall comply fully with all the provisions of the ordinances of this city and the statutes of the state and shall guarantee to any citizen of the city that all money paid as a down payment will be accounted for and applied according to the representations of the permittee, and further guaranteeing to any citizen of the city doing business with said permittee that the property purchased will be delivered according to the representations of the permittee. Action on such bond may be brought by any person aggrieved and for whose benefit, among others, the bond is given, but the surety may, by paying, pursuant to order of the court, the face amount of the bond to the clerk of the court in which the suit is commenced, be relieved without costs of all further liability.

(1976 Code, § 5-206; Ord. No. 2004-68, 12- -2004; Ord. No. 2009-39, § III, 7-28-2009)

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)

Sec. 9-208. Limitations on use of streets and sidewalks.

(1) *Nonexclusive use of streets.* No permittee shall have any exclusive right to any location in the public streets, nor shall any be permitted a stationary location thereon, nor shall any be permitted to operate in a congested area where the operation might impede or inconvenience the public use of the streets. For the

purpose of this chapter, the judgment of a police officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested and the public impeded or inconvenienced.

(2) *Prohibitions.* The following activities shall be declared unlawful:

(a) Soliciting by parked vehicle or movable receptacle on public streets, highways, sidewalks, right-of-way, and public places.

(b) The erection of stands or similar contrivances on public streets, highways, sidewalks, rights-of-way, and public places for the purpose of giving away displaying and/or buying or selling of goods, wares or merchandise.

(c) Sale of drinks or other prepared foods and/or edible items upon public streets, sidewalks, highways and rights-of-way, except as may be regulated elsewhere in this Code.

(1976 Code, § 5-208; Ord. No. 2004-68, 12- -2004)

Sec. 9-209. Exhibition of permit.

Permittees are required to exhibit their permits for inspection at all times and upon the request of any police officer or citizen. Failure to exhibit a permit shall constitute a violation of this section.

(1976 Code, § 5-209; Ord. No. 2004-68, 12- -2004)

Sec. 9-210. Police officers and codes officers to enforce.

It shall be the duty of all police officers and codes officers to see that the provisions of this chapter are enforced.

(1976 Code, § 5-210; Ord. No. 2004-68, 12- -2004)

Sec. 9-211. Revocation or suspension of permit.

(1) Permits issued under the provisions of this chapter may be revoked or suspended by the board of mayor and aldermen after notice and hearing, for any of the following causes:

(a) Fraud, misrepresentation, or incorrect statement contained in the application for permit, or made in the course of carrying on the permitted business.

(b) Any violation of this chapter.

(c) Conviction of any crime or misdemeanor.

(d) Conducting the business of peddler, solicitor, or itinerant merchant, as the case may be, in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.

(2) Notice of the hearing for revocation of a permit shall be given by the city recorder in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed to the permittee at his last known address at least five days prior to the date set for hearing, or it shall be delivered by a police officer in the same manner as a summons at least three days prior to the date set for hearing.

(3) When reasonably necessary in the public interest the mayor may suspend a permit pending the revocation hearing.

(1976 Code, § 5-211; Ord. No. 2004-68, 12- -2004)

Sec. 9-212. Reapplication.

No permittee whose permit has been revoked shall make further application until a period of at least six months has elapsed since the last revocation.

(1976 Code, § 5-212)

Sec. 9-213. Expiration and renewal of permit.

Permits issued under the provisions of this chapter shall expire one year from the date of issuance or upon the expiration of a permit holder's privilege license, whichever is sooner. Permits may be revoked if, at any time, any condition of the permit or requirement of this chapter has not been met, including but not limited to maintaining all required permits and licenses.

(1976 Code, § 5-213; Ord. No. 2004-68, 12- -2004)

Sec. 9-214. Hours in which business may be conducted; trespassing.

(1) No permittee shall conduct any solicitations or sales except between the hours of 9:00 A.M. and 7:00 P.M. (8:00 P.M. during daylight savings time) on Monday through Saturday, it being the intent that door-to-door sales occur during daylight hours and at times when citizens feel secure in their homes to receive unexpected visitors.

(2) Trespass. It shall be unlawful and deemed to be a trespass for any permittee acting under this division to fail to leave promptly the private premises of any person who requests or directs the permittee to leave or has posted a sign that indicates solicitors are not welcome.

(Ord. No. 2002-27, 8- -2002; Ord. No. 2004-68, 12- -2004)

CHAPTER 3. CHARITABLE SOLICITORS

Sec. 9-301. Definition; permit required.

(1) *Definition.* "Charitable solicitor" means any person firm, corporation or organization who or which solicits contributions from the public, either on the streets of the city or from door-to-door, business-to-business, place-to-place or from street-to-street, for any charitable or religious organization. No entity shall qualify as a "charitable" or "religious" organization unless the organization has a current exemption certificate from the Internal Revenue Service.

(2) *Permit required.* No person shall solicit contributions or anything else of value for any charitable or religious purpose on any public street, sidewalk, or other public or private property in the City of Franklin, without a permit authorizing such solicitation in accordance with the procedure in chapter 2 of this title. This section applies only to commercial activities and to the solicitation of funds and shall not apply to any locally established organization or church operated exclusively for charitable or religious purposes if the solicitations are conducted exclusively among the members thereof, voluntarily and without remuneration for making such solicitations, and if the solicitations are in the form of collections or contributions at the regular assemblies of any such established organization or church.

(3) *Violation and penalty.* Any person violating any of the provisions of this chapter, or filing, or causing to be filed, an application for a permit or certificate under this chapter containing false or fraudulent statements

shall be fined as specified in appendix A, comprehensive fees and penalties. Each solicitation which occurs in violation of this chapter shall be deemed a separate offense.

(1976 Code, § 5-301; Ord. No. 2004-68, 12- -2004; Ord. No. 2009-39, § IV, 7-28-2009)

Sec. 9-302. Prerequisites for a permit; revocation or suspension of permit.

The city recorder shall issue a revocable permit, subject to revocation or suspension under the conditions and procedures in chapter 2 of this title. The following prerequisites must be met:

(1) The application form has been completed by the applicant and all information requested has been verified by the police chief or his designee. The application shall include all information required to be submitted of every solicitor and shall be subject to the procedure in sections 9-203—9-205 of this Code.

(2) The organization requesting permission to solicit must prove that it is a tax-exempt organization under one of the applicable provisions of the Internal Revenue Code as evidenced by a current letter from the Internal Revenue Service.

(1976 Code, § 5-302; Ord. No. 2004-68, 12- -2004)

Sec. 9-303. Time, place, and manner of restrictions.

The following restrictions are placed on the time, place and manner of charitable solicitations that may be done on any street, sidewalk, or other property in the City of Franklin, Tennessee:

(1) No person under the age of 18 is permitted to solicit on public property.

(2) No person shall be upon or go upon any street or roadway or shall be upon or go upon any shoulder of any street or roadway for the purpose of soliciting employment, business, or charitable contributions of any kind from the occupant of any vehicle.

(3) Solicitors will wear adequate identification regarding the club/charity for which they are soliciting.

(4) No club or charity may conduct a solicitation within the city limits more than once every ten months.

(1976 Code, § 5-303)

Sec. 9-304. Appeal from denial of permit.

Any applicant for a permit to make charitable or religious solicitations may appeal to the board of mayor and aldermen if a permit has not be granted within 15 days after completion of the application requirements therefor.

(1976 Code, § 5-304; Ord. No. 2004-68, 12- -2004)

Sec. 9-305. Exhibition of permit.

Any solicitor required by this chapter to have a permit shall exhibit such permit for inspection all times and upon the request of any police officer or person solicited. Failure to exhibit a permit shall constitute a violation of this section.

(1976 Code, § 5-305; Ord. No. 2004-68, 12- -2004)

Sec. 9-306. Hours in which business may be conducted; trespassing.

(1) No charitable solicitor shall conduct any solicitations or sales except between the hours of 9:00 A.M. and 7:00 P.M. (8:00 P.M. during daylight savings time) on Monday through Saturday, it being the intent that door-to-door charitable solicitations occur during daylight hours and at times when citizens feel secure in their homes to receive unexpected visitors.

(2) Trespass. It shall be unlawful and deemed to be a trespass for any permittee acting under this division to fail to leave promptly the private premises of any person who requests or directs the permittee to leave or has posted a sign that indicates solicitors are not welcome.

(Ord. No. 2004-68, 12- -2004)