



Meeting Agenda

Work Session

Tuesday, June 9, 2020

5:00 PM

Board Room

The Board of Mayor and Aldermen Work Session Meeting will limit physical access in the meeting room due to current limitations on public gatherings. Accommodations have been made to ensure that the public is able to participate in the meeting. The public may participate in the following ways: • Watch the meeting on FranklinTV or the City of Franklin website. • Watch the live stream through the City of Franklin Facebook and YouTube accounts. • Call in to the conference meeting 1-615-550-8420. Callers will be unmuted and given an opportunity to comment during the meeting at specific times. • Limited viewing will be available in the lobby of City Hall to watch the live video. • The public may email comments and questions prior to 4:30 p.m. on the day of the meeting to recorder@franklinton.gov to be read aloud. • City YouTube: <https://www.youtube.com/user/CityOfFranklin> • City Facebook Live: <https://www.facebook.com/CityOfFranklin> • City website: <https://www.franklinton.gov/franklin-tv>

CALL TO ORDER

MEETING PROCEDURE CHANGES

1. Consideration Of Resolution 2020-85, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On June 9, 2020 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

Sponsors: Shauna Billingsley

CITIZEN COMMENTS

WORKSESSION DISCUSSION ITEMS

2. *Consideration Of Resolution 2020-100, A Resolution Authorizing The Mayor To Execute Certain Documents Relating To A Refinancing Of Debt For Battle Ground Academy Through The City Of Franklin Health & Educational Facilities Board.

Sponsors: Kristine Brock, Shauna Billingsley

3. *Consideration Of Ordinance 2020-10, An Ordinance To Rezone 21.24 Acres From Regional Commercial (RC-6) And General Office (GO) Districts To Planned (PD 11.35/12,320) District For The Property Located South Of Oak Meadow Drive And East Of South Royal Oaks Boulevard (Vintage At Watson Glen PUD Subdivision) Establishing A Public Hearing For July 14, 2020. FIRST OF THREE READINGS
FMPC 5/28/20, 8-0-1
Sponsors: Emily Hunter, Amy Diaz-Barriga, Dianna Tomlin
4. Consideration Of Resolution 2020-47, A Resolution Approving A Development Plan For Vintage At Watson Glen PUD Subdivision, For The Property Located South Of Oak Meadow Drive and East Of South Royal Oaks Boulevard, Establishing A Public Hearing For July 14, 2020
FMPC 5/28/20, 8-0-1
Sponsors: Emily Hunter, Amy Diaz-Barriga, Dianna Tomlin
5. Consideration Of COF Contract No. 2020-0123 Parkland Construction And Dedication Agreement Between The City Of Franklin And Franklin Capital Investment, LLC For The Property Known As Vintage at Watson Glen PUD.
Sponsors: Mark Hilty, Lisa Clayton, Alyssa Dillon
6. Consideration Of Draft COF Contract No. 2020-0133, Vintage Oak Meadow Road Impact Fee Agreement Between The City Of Franklin And Franklin Investments Holding, LLC.
Sponsors: Paul Holzen, Jimmy Wiseman
7. *Consideration Of Ordinance 2020-11, An Ordinance To Rezone 49.93 Acres From Regional Commerce 12 (RC-12) District To Planned (PD 32.5/1,110,300 SF/605 Keys) District For The Property Located North Of Meridian Boulevard And West Of Carothers Parkway, Located At 9009 Carothers Parkway (East Works District PUD Subdivision). Establishing A Public Hearing For July 14, 2020. FIRST OF THREE READINGS
FMPC 5/28/20, 8-0-1
Sponsors: Emily Hunter, Amy Diaz-Barriga, Joseph Bryan

8. Consideration Of Resolution 2020-61, A Resolution Approving A Development Plan For The East Works District PUD Subdivision With 7 Modifications Of Development Standards, Relative To Multifamily Building Entrances And Signage Standards, For The Property Located North Of Meridian Boulevard And West Of Carothers Parkway, Located At 9009 Carothers Parkway. Establishing A Public Hearing For July 14, 2020.

FMPC 5/28/20, 8-0-1

MOS1-approve 6-2-1

MOS2-approve 6-2-1

MOS3-approve 8-0-1

MOS4-disapprove 7-1-1

MOS5-approve at 4.5 SF externally lit only 8-0-1

MOS6-approve with conditions 8-0-1

MOS7-approve with conditions 8-0-1

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

9. Consideration Of COF Contract No. 2020-0132, Parkland Impact Fee, Construction, And Dedication Agreement Between The City of Franklin And MarketStreet Management, LLC For The Property Known As East Works District.

Sponsors: Mark Hilty, Lisa Clayton, Alyssa Dillon

10. Consideration Of DRAFT COF Contract No. 2020-0135, East Works District Road Impact Offset Agreement Between The City of Franklin and MarketStreet Management, LLC.

Sponsors: Paul Holzen

11. *Consideration Of Resolution 2020-80, A Resolution To Award Third-Party Administrator Services COF Contract No. 2020-0120 For City Of Franklin Self-Insured Workers Compensation Program To PMA Management Group.

Sponsors: Kevin Townsel, Sara Sylvis

12. *Consideration Of Resolution 2020-89, A Resolution To Accept A Surety Bond Issuance Required By The State Of Tennessee For The City Franklin Self-Insured Workers Compensation Program To Midwest Employers Casualty Company.

Sponsors: Kevin Townsel, Sara Sylvis

13. *Consideration Of Resolution 2020-94, A Resolution To Award The FY 2020 On-Call Annual Contract For Asphalt Work (COF Contract No. 2020-0060) To Four Star Paving, LLC.

Sponsors: Steve Grubb, Ben Worley

14. *Consideration Of Resolution 2020-93, A Resolution To Award The FY 2020 On-Call Annual Contract For Pavement Preservation (COF Contract No. 2020-0057) To Pavement Restorations, Inc.

Sponsors: Steve Grubb, Ben Worley

15. Discussion Concerning DRAFT Resolution 2020-103, A Resolution Approving And Authorizing The City Administrator To Pay The Contractor An Additional Bonus For Early Completion Of The Franklin Road Improvements Project.

Sponsors: Paul Holzen, Jonathan Marston, William Banks

16. Consideration Of Resolution 2020-91, A Resolution Declaring That The City Will Accept Community Development Block Grant Coronavirus (CDBG-CV) Funds From The Department Of Housing And Urban Development And That The City Will Expend Those Funds By Partnering With Local Agencies To Reimburse Them For Expenses Incurred To Prevent, Prepare For And Respond To The Coronavirus (COVID-19).

Sponsors: Tom Marsh, Kathleen Sauseda

17. Consideration Of Draft Procurement Award To Garney Companies, Inc. Of Nashville, Tennessee In The Total Amount Of \$2,615,635 For Spencer Creek Sanitary Sewer Interceptor Rehabilitation Project For The Wastewater General Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2020-023; City Project No. 2020-003; Draft COF Contract No. 2020-0028).

Sponsors: Michelle Hatcher, Brian Goodwin, Brian Wilcox

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 #: 20-0697

DATE: May 7, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2020-85, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On June 9, 2020 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning conducting the Board of Mayor and Aldermen by electronic means to limit physical contact for the health and safety of all citizens.

BACKGROUND/STAFF COMMENTS:

Due to the COVID-19 Outbreak citizens need to limit potential exposure to the virus by limiting contact with others. To support this effort the City of Franklin boards and commissions will meet electronically rather than gathering a quorum physically in the same location to conduct their essential business.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution 2020-85.

RESOLUTION 2020-85

A RESOLUTION DECLARING THAT THE BOARD OF MAYOR AND ALDERMEN SHALL MEET ON JUNE 9, 2020, FOR WORK SESSION AND CONDUCT ITS ESSENTIAL BUSINESS BY ELECTRONIC MEANS RATHER THAN BEING REQUIRED TO GATHER A QUORUM OF THE MEMBERS PHYSICALLY PRESENT IN THE SAME LOCATION BECAUSE IT IS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF TENNESSEANS IN LIGHT OF THE COVID-19 OUTBREAK

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory disease that appears to occur through respiratory transmission, presents with similar symptoms to those of influenza, and can lead to serious illness or death, particularly in the case of older adults and persons with serious chronic medical conditions; and

WHEREAS, the Centers for Disease Control and Prevention has recommended that all states and territories implement aggressive measures to slow and contain transmission of COVID-19 in the United States; and

WHEREAS, on March 12, 2020, pursuant to the authority granted by Tenn. Code Ann. § 58-2-107, the Governor of Tennessee, Bill Lee, issued Executive Order No. 14, declaring a state of emergency to facilitate the response to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States, Donald J. Trump, declared a national state of emergency with respect to COVID-19; and

WHEREAS, on March 20, 2020, Mayor Ken Moore issued Executive Order No. 2020-01 Declaring a State of Emergency and Civil Emergency; and

WHEREAS, Governor Lee issued Executive Order No. 16 and Executive Order No. 34 allowing electronic meetings while continuing to function openly and transparently; and

WHEREAS, Mayor Moore issued Executive Orders No. 2020-03, No. 2020-05, No. 2020-07, No. 2020-09, No. 2020-11, No. 2020-12, No. 2020-13, No. 2020-14, No. 2020-15, and No. 2020-16 continuing the Declaration of a State of Emergency and Civil Emergency; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to conduct the June 9, 2020, work session by electronic means.

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

The work session scheduled for June 9, 2020, at 5 p.m. shall be conducted by electronic means rather than requiring a quorum of the members of the Board of Mayor and Aldermen to attend in person to protect the health, safety, and welfare of Tennesseans in light of the COVID-19 Outbreak. Physical access in the meeting room will be limited. The public can view and participate in the meetings by watching the meeting live or later as a recording on FranklinTV, the City of Franklin website, the City of Franklin's Facebook page, and the City of Franklin's YouTube account. Specific dial-in and website links can be found on the City's website at

<https://www.franklintn.gov/Home/Components/Calendar/Event/10202/1092>

IT IS SO RESOLVED AND DONE on this 9th day of June, 2020.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form By:
Shauna R. Billingsley, City Attorney



City of Franklin

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

File #: 20-0785

DATE: May 27, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Shauna Billingsley, City Attorney

SUBJECT:

*Consideration Of Resolution 2020-100, A Resolution Authorizing The Mayor To Execute Certain Documents Relating To A Refinancing Of Debt For Battle Ground Academy Through The City Of Franklin Health & Educational Facilities Board.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-XX, a Resolution Authorizing the Mayor to Execute Certain Documents Relating to a Refinancing of Debt for Battle Ground Academy through the City of Franklin Health & Educational Facilities Board.

BACKGROUND/STAFF COMMENTS:

In 1994 and 2009, Battle Ground Academy issued tax exempt debt via the City of Franklin Health & Educational Facilities Board for the purposes of acquiring property and constructing educational facilities. In 2020, the institution desires to refinance with Pinnacle Bank \$5 million of outstanding debt originally issued in 1994 and 2009. The City of Franklin Health & Educational Facilities Board is scheduled to meet on Friday, June 5th, 2020 to consider approval of the bond resolution authorizing the refinancing of existing debt.

FINANCIAL IMPACT:

There is no financial impact to the City of Franklin related to either the original debt issued for Battle Ground Academy or the refinancing proposed for 2020. All interest and principal payments are the sole responsibility of the institution.

RECOMMENDATION:

Staff recommends Approval of Resolution 2020-100.

RESOLUTION 2020-100

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CERTAIN DOCUMENTS RELATING TO A REFINANCING OF DEBT FOR BATTLE GROUND ACADEMY THROUGH THE CITY OF FRANKLIN HEALTH & EDUCATIONAL FACILITIES BOARD.

WHEREAS, Battle Ground Academy of Franklin, Tennessee (“BGA”), has requested that The Health and Educational Facilities Board of the City of Franklin, Tennessee, issue its revenue bonds in a maximum amount not to exceed \$5,000,000 (the “Bonds”) for the purpose of refinancing the Issuer’s outstanding (i) Educational Facility Revenue Note, Series 1994A (Battle Ground Academy Project), the proceeds of which were loaned to BGA to finance the acquisition, construction, and equipping of land and educational and athletic facilities located at or adjacent to 336 Ernest Rice Lane, Franklin, Tennessee (the “Glen Echo Campus”) and (ii) Educational Facilities Revenue and Improvement Bond (Battle Ground Academy Project) Series 2009, the proceeds of which were used to finance or refinance the acquisition, construction, renovation, and equipping of land and educational and athletic facilities located at or adjacent to the Glen Echo Campus; and

WHEREAS, the Bonds will be issued as federally tax-exempt bonds under the Internal Revenue Code of 1986 (the “Code”). Pursuant to the requirements of the Code, the Issuer will hold a public hearing for persons to express with differing views on the Bonds and facilities thereby; and

WHEREAS, the Health and Educational Facilities Board of the City of Franklin, Tennessee, met on June 5, 2020, and held a public hearing on BGA’s request and approved the issue; and

WHEREAS, following the meeting and public hearing held by the Health and Educational Facilities Board of the City of Franklin, Tennessee, and pursuant to the requirements of the Code in connection with the issuance of tax-exempt bonds, BGA requests Mayor Moore’s approval as the chief elected executive officer of the City of Franklin, Tennessee, on the Tax Equity and Financial Responsibility Act of 1982 (also known as “TEFRA”) Approval acknowledging the actions taken by the Health and Educational Facilities Board of the City of Franklin, Tennessee; and

WHEREAS, the Tax Equity and Financial Responsibility Act of 1982 approval is given pursuant to Section 147(f) of the Code and does not in any respect obligate the City of Franklin for the payment of the Bonds. Pursuant to Section 48-101-313 of the Tennessee Code Annotated, the City of Franklin shall not in any event be liable for the payment of the principal of or interest on any bonds of the Issuer, or for the performance of any pledge, mortgage, obligation, or agreement of any kind whatsoever, which may be undertaken by the Issuer, and none of the bonds of the Issuer or any of its agreements or obligations shall be construed to constitute an indebtedness of the City of Franklin within the meaning of any constitutional or statutory provision whatsoever.

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to authorize Mayor Moore to execute the Tax Equity and Financial Responsibility Act of 1982 approval.

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

Section 1. The recitations set forth above are incorporated herein as if set forth at length.

Section 2. Mayor Moore is authorized to execute the Tax Equity and Financial Responsibility Act of 1982 Approval (Exhibit A) with the understanding that the Approval does not in any respect obligate the City of Franklin for the payment of the Bonds. Pursuant to Section 48-101-313 of the Tennessee Code Annotated, the City of Franklin shall not in any event be liable for the payment of the principal of or interest on any bonds of the Issuer, or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever, which may be undertaken by the Issuer, and none of the bonds of the Issuer or any of its agreements or obligations shall be construed to constitute an indebtedness of the City of Franklin within the meaning of any constitutional or statutory provision whatsoever.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney



Battle Ground Academy

SINCE 1889

Mayor Ken Moore
109 3rd Ave S.
Franklin, TN 37064

June 3, 2020

Re: Request of bond issuance by The Health and Educational Facilities Board of the City of Franklin, Tennessee

Dear Mayor Moore:

On behalf of Battle Ground Academy of Franklin, Tennessee ("BGA"), I am requesting that The Health and Educational Facilities Board of the City of Franklin, Tennessee (the "Issuer") issue its revenue bonds in a maximum amount not to exceed \$5,000,000 (the "Bonds") for the purpose of refinancing the Issuer's outstanding (i) Educational Facility Revenue Note, Series 1994A (Battle Ground Academy Project), the proceeds of which were loaned to BGA to finance the acquisition, construction and equipping of land and educational and athletic facilities located at or adjacent to 336 Ernest Rice Lane, Franklin, Tennessee (the "Glen Echo Campus") and (ii) Educational Facilities Revenue and Improvement Bond (Battle Ground Academy Project) Series 2009, the proceeds of which were used to finance or refinance the acquisition, construction, renovation and equipping of land and educational and athletic facilities located at or adjacent to the Glen Echo Campus. It is expected that the Bonds will be purchased and held by Pinnacle Bank upon their issuance.

The Bonds will be issued as federally tax-exempt bonds under the Internal Revenue Code of 1986 (the "Code"). Pursuant to the requirements of the Code, the Issuer will hold a public hearing for persons to express with differing views on the Bonds and facilities thereby.

Following the public hearing, and pursuant to the requirements of the Code in connection with the issuance of tax-exempt bonds, BGA will request your approval as the chief elected executive officer of the City of Franklin, Tennessee. I have included a form of the approval with this letter. The approval is given pursuant to Section 147(f) of the Code and does not in any respect obligate the City of Franklin for the payment of the Bonds. Pursuant to Section 48-101-313 of the Tennessee Code Annotated, the City of Franklin shall not in any event be liable for the payment of the principal of or interest on any bonds of the Issuer, or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever, which may be undertaken by the Issuer, and none of the bonds of the Issuer or any of its agreements or obligations shall be construed to constitute an indebtedness of the City of Franklin within the meaning of any constitutional or statutory provision whatsoever.

Sincerely,

Will Kesler
Head of School

28271796.1



File #: 20-0666

DATE: May 21, 2020
TO: Franklin Municipal Planning Commission
FROM: Emily Hunter, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Dianna Tomlin, Principal Planner

SUBJECT:

*Consideration Of Ordinance 2020-10, An Ordinance To Rezone 21.24 Acres From Regional Commercial (RC-6) And General Office (GO) Districts To Planned (PD 11.35/12,320) District For The Property Located South Of Oak Meadow Drive And East Of South Royal Oaks Boulevard (Vintage At Watson Glen PUD Subdivision) Establishing A Public Hearing For July 14, 2020. FIRST OF THREE READINGS
FMPC 5/28/20, 8-0-1

PURPOSE:

Project Information

COF Project Number: 7246
Applicant: Gamble Design Collaborative, Greg Gamble
Owner: Franklin Investment Holdings, LLC, Robert Goodall

BACKGROUND/STAFF COMMENTS:

The applicant is requesting to rezone the property from Regional Commercial (RC-6) and General Office (GO) to Planned District (PD 11.35/12,320) to accommodate the proposed development plan for Vintage at Watson Glen. The development plan has been submitted concurrently.

Envision Franklin places this property in the Neighborhood Mixed Use Design Concept. The Planned Development district is an appropriate base zone for this Design Concept.

PROCEDURAL REQUIREMENTS:

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

FINANCIAL IMPACT:

There is not a defined direct City expense related to this proposed development.

RECOMMENDATION:

Staff recommends approval of Ordinance 2020-10.

ORDINANCE 2020-10

AN ORDINANCE TO REZONE 21.24 ACRES FROM REGIONAL COMMERCE-6 (RC-6) AND GENERAL OFFICE (GO) DISTRICTS TO PLANNED (PD 11.35/12,320) DISTRICT FOR THE PROPERTY LOCATED SOUTH OF OAK MEADOW DRIVE AND EAST OF SOUTH ROYAL OAKS BOULEVARD (VINTAGE AT WATSON GLEN PUD SUBDIVISION).

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

WHEREAS, the Planned (11.35/12,320) 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 2020-47, 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 RC-6 and GO Districts to PD (11.35/12,320) District:

PREMISES CONSIDERED	
Map-Parcel	Acres
079-08800	20.54
079-10120	.70
Total	21.24

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.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Eric S. Stuckey

City Administrator/Recorder

By: _____

Dr. Ken Moore

Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

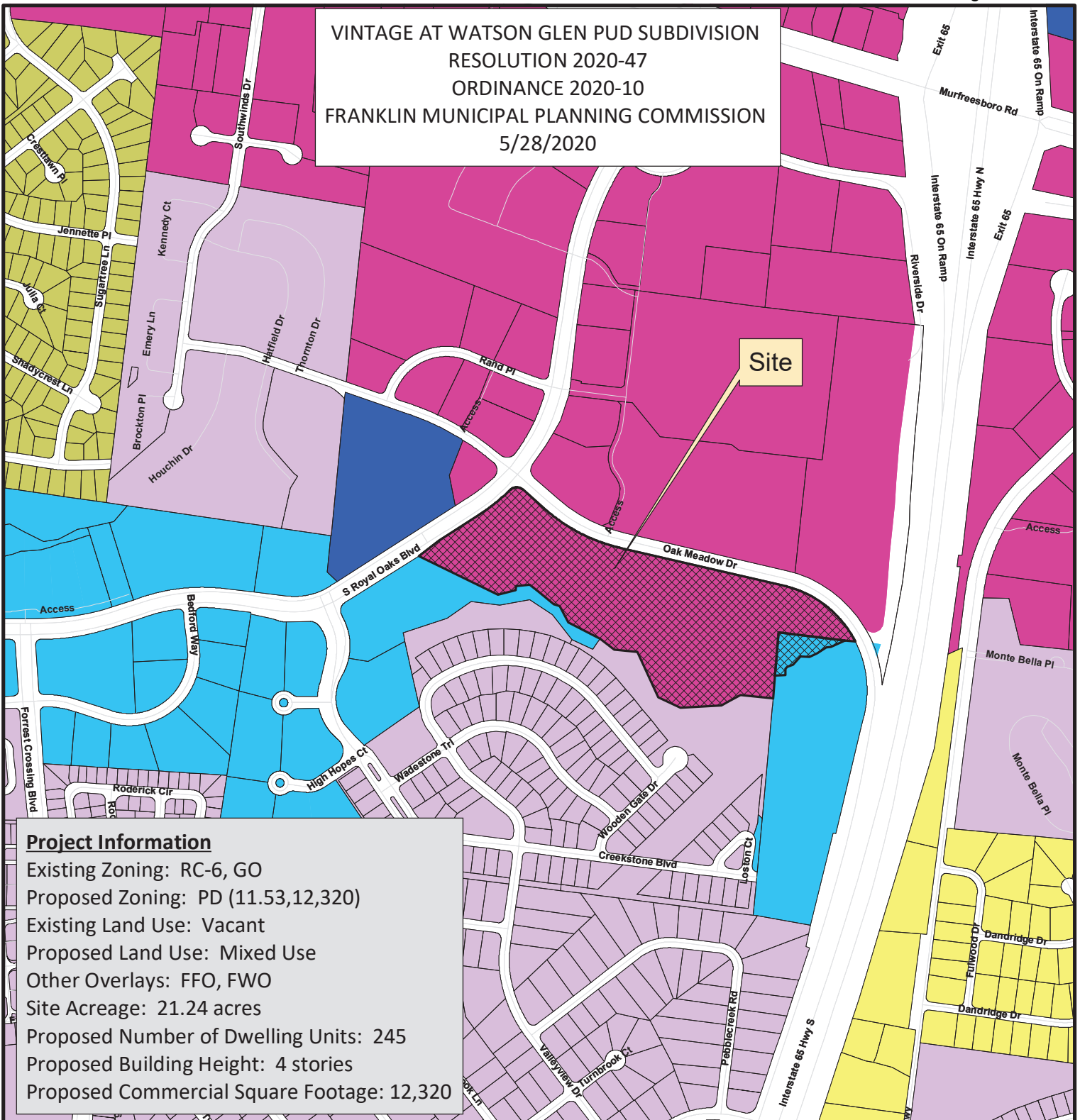
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

VINTAGE AT WATSON GLEN PUD SUBDIVISION
 RESOLUTION 2020-47
 ORDINANCE 2020-10
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 5/28/2020



Project Information

Existing Zoning: RC-6, GO
 Proposed Zoning: PD (11.53,12,320)
 Existing Land Use: Vacant
 Proposed Land Use: Mixed Use
 Other Overlays: FFO, FWO
 Site Acreage: 21.24 acres
 Proposed Number of Dwelling Units: 245
 Proposed Building Height: 4 stories
 Proposed Commercial Square Footage: 12,320

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



0 250 500 1,000
 Feet

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

PROJECT NAME: VINTAGE AT WATSON GLEN
PROJECT NUMBER: 7247
ADDRESS: OAK MEADOW DRIVE
PARCEL(S): MAP 079, PARCELS 88 & 101.20
ACREAGE / SF OF SITE: 21.24 AC / 925,109 SF

BASE ZONING: RC-6
PROPOSED ZONING: PD (11.35, 12.320)
ZONING OVERLAY: FFO, FWO

BUILDING TYPES APPLIED: COMMERCIAL / MIXED-USE, MULTIFAMILY,
FRONTAGE TYPES APPLIED: URBAN LANDSCAPE, URBAN

SETBACKS: 8'
FRONT: 5'
SIDE: 5'
REAR: 20'

DWELLING UNIT COUNT (BY TYPE): MULTIFAMILY: 241

COMMERCIAL SF (BY USE): OFFICE: 4,420 SF
RESTAURANT: 7,900 SF
12,320 SF

TOTAL: 12,320 SF

NON-RESIDENTIAL: 5,500 SF

BUILDING HEIGHT: 1-4 STORIES

MINIMUM REQUIRED LSA: 0.2
PROVIDED LSA: 0.65
OPEN SPACE REQUIRED: 5% (46,255 SF)
OPEN SPACE PROVIDED: 5.5% (50,803 SF)
NATURAL AREA REQUIRED: 0%
NATURAL AREA PROVIDED: 46% (427,660)
TREE CANOPY RETENTION ACREAGE: 6.39 AC (244% OF REQUIRED)

PARKING REQUIRED (BY USE):
MULTI-FAMILY: 1.5 / I/R: 128 UNITS = 189
2.5 / 2BR: 101 UNITS = 253
3.0 / 3+BR: 14 UNITS = 42
TOTAL MULTI-FAMILY: 464

RESTAURANT: 10 / 1,000 SF + 1 EMPLOYEE
52 / (SEAT (DRIVE-THRU / QUICK SERVICE)
RESTAURANT 1: 5,400 SF = 60
RESTAURANT 2: 45 SEATS = 24
TOTAL RESTAURANT: 84

OFFICE: 4 / 1,000 SF
OFFICES: 4,420 SF = 18 (TO BE SHARED WITH RESIDENTIAL)

TOTAL PARKING REQUIRED: 586

PARKING PROVIDED (BY USE):
MULTI-FAMILY / OFFICE: 495
RESTAURANT: 91
586

OFFICE: BOB GOODALL
393 MAPLE STREET
GALLATIN, TN 37066

APPLICANT: GAMBLE DESIGN COLLABORATIVE
ADDRESS: 324 LIBERTY PIKE
SUITE 145
(615) 975-5765
gdc.gamble@gdc-tn.com

CONTACT: GREG GAMBLE

EXISTING TREE SURVEY NOTE

ALL EXISTING VEGETATION SHOWN WAS LOCATED VIA AERIAL PHOTOGRAPHY AND/OR FIELD OBSERVATION.

UTILITY NOTE

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES, ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE OR MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 811.

MINERAL RIGHTS INFORMATION

AT THE PRESENT TIME, PROPERTY TITLE REFERENCE DOES NOT REFLECT ANY MINERAL RIGHTS ON THE SUBJECT PROPERTY.

HYDROLOGIC SOIL GROUP

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
AmC3	Humphreys gravelly silty clay loam, 5 to 12 percent slopes, severely eroded	A	0.1	0.7%
ArB2	Armour silt loam, 2 to 6 percent slopes, eroded	B	3.6	17.2%
CaC2	Caprina silt loam, phosphatic, 5 to 12 percent slopes, eroded	D	2.2	10.4%
Eg	Egans silt loam, phosphatic	C	2.8	13.7%
Hu	Huntington silt loam, phosphatic	B	7.9	38.1%
SiC3	Silversville clay loam, 5 to 12 percent slopes, severely eroded	A	2.7	13.0%
SiO3	Silversville clay loam, 12 to 20 percent slopes, severely eroded	A	1.4	6.8%
Totals for Area of Interest			20.8	100.0%

EXISTING GRADING & DRAINAGE DATA CHART:

DRAINAGE:
SITE AREA: 21.24 AC
IMPERVIOUS AREA: 0.0 AC
DISTURBED AREA: N/A
Existing Rv VALUE: 0.17 (PROJECT AREA)
PEAK FLOW RUNOFF: 20 CFS

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	14.00%	19.99%	
2	20.00%	100.00%	

LEGEND

- CM(O) CONCRETE MONUMENT (OLD)
R(O) IRON ROD (OLD)
R(N) IRON ROD (NEW)
(5/8" x 18" W/CAP STAMPED "RAGAN SMITH & ASSOCIATES")
CATCH BASIN/CURB INLET
RCP REINFORCED CONCRETE PIPE
SANITARY SEWER MANHOLE
ELECTRIC BOX
TRANSFORMER PAD
INVERT
HEADWALL
FIRE HYDRANT
FIBER OPTIC BOX
- Ø UTILITY POLE
-X-X- FENCE
-UGE- UNDERGROUND ELECTRIC LINE
STORM STRUCTURE
FEMA FLOODWAY AREA
ZONE "AE"
LOT NUMBER
SIGN
WATER VALVE
LIGHT STANDARD
ELECTRIC STUBOUT
R.O.W.C.T. REGISTER'S OFFICE FOR
WILLAMSON COUNTY, TN

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY . THE WATER MAINS ARE LOCATED ALONG
241 UNITS x 350 GPD = 84,350 GPD

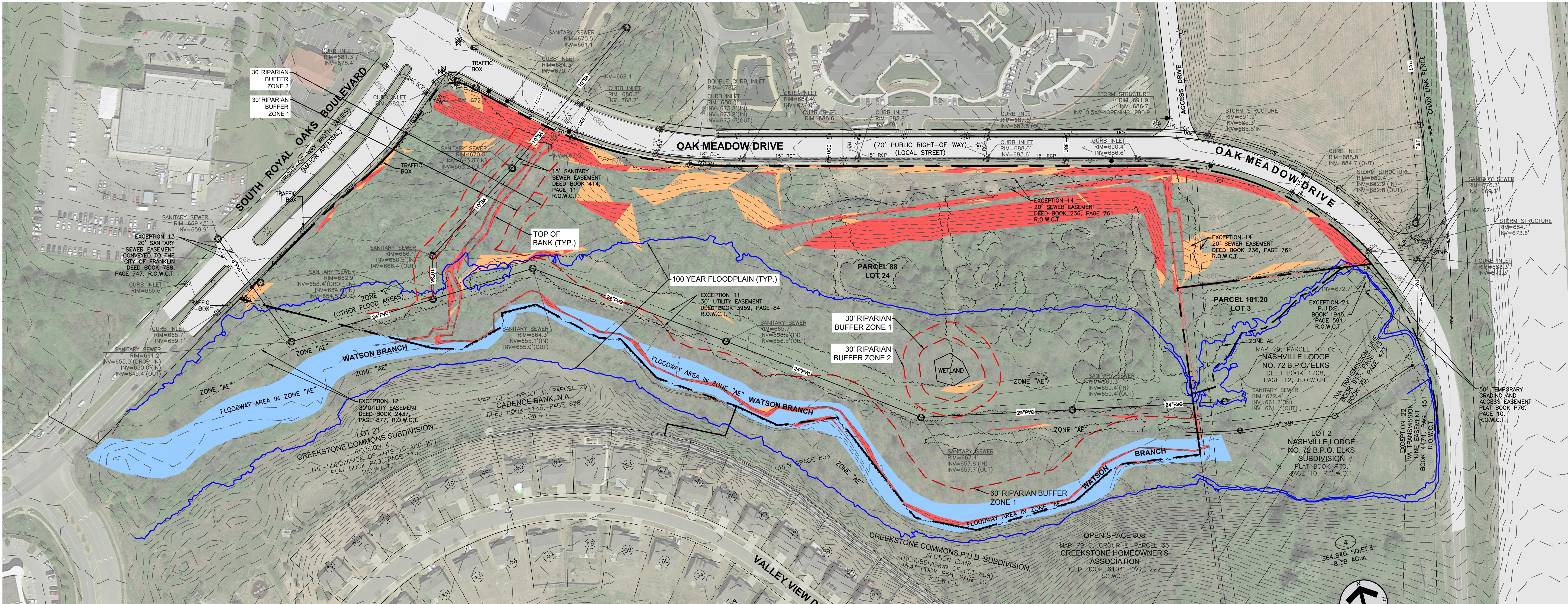
SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.

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

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 3.7MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 1.4 MI (FRANKLIN FIRE DEPARTMENT)
NEAREST RECREATIONAL FACILITY: 1.5 MI (SOAR ADVENTURE TOWER)

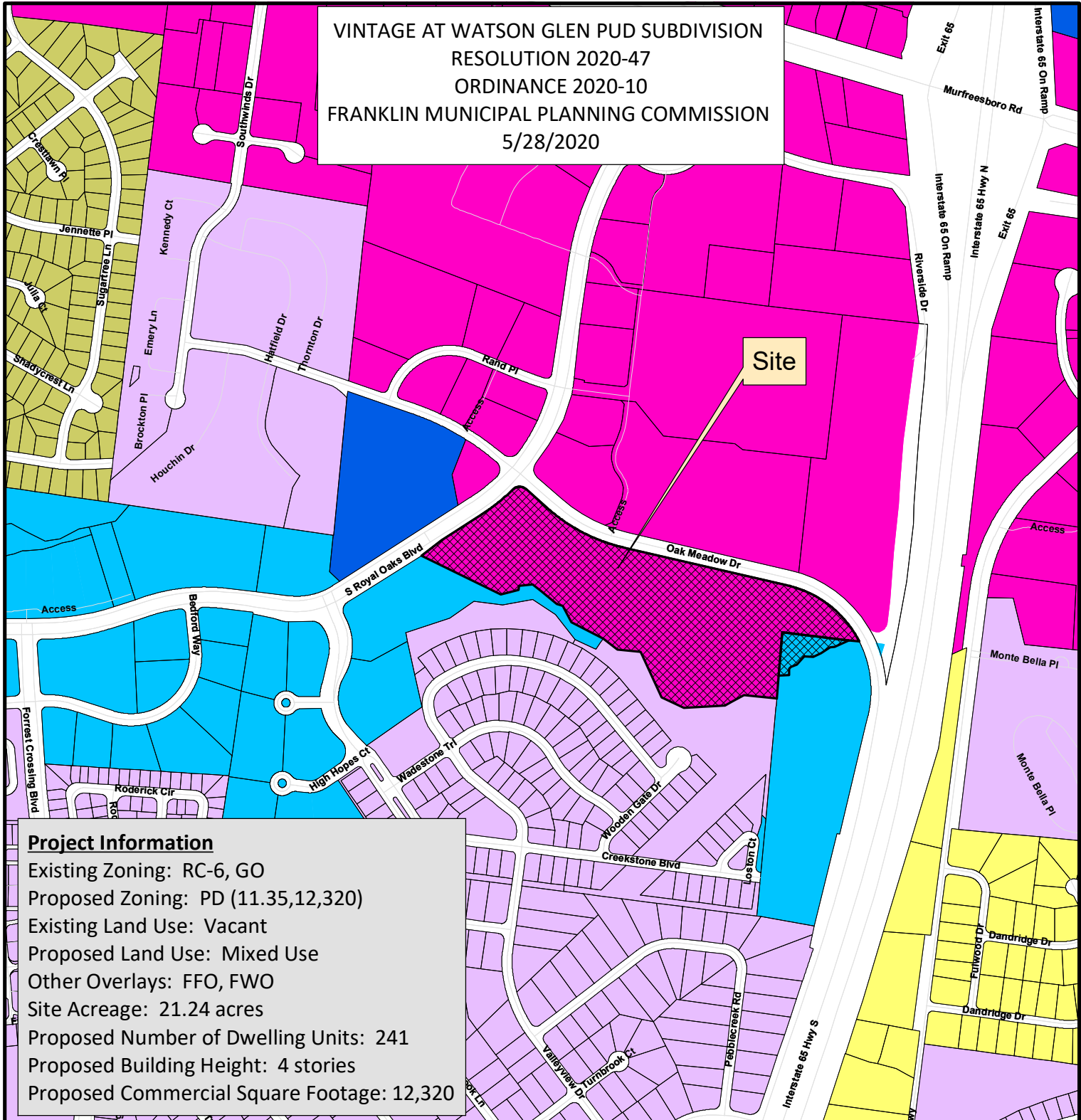
PROJECTED STUDENT POPULATION
241 x 0.64 = 155 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY



NOTE:
BEARINGS SHOWN HEREON ARE BASED ON THE
TENNESSEE STATE PLANE COORDINATE SYSTEM,
ZONE 5301, FIPSZONE 4100; NAD 83 DATUM.

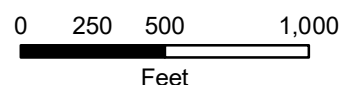
VINTAGE AT WATSON GLEN PUD SUBDIVISION
 RESOLUTION 2020-47
 ORDINANCE 2020-10
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 5/28/2020



Project Information

Existing Zoning: RC-6, GO
 Proposed Zoning: PD (11.35,12,320)
 Existing Land Use: Vacant
 Proposed Land Use: Mixed Use
 Other Overlays: FFO, FWO
 Site Acreage: 21.24 acres
 Proposed Number of Dwelling Units: 241
 Proposed Building Height: 4 stories
 Proposed Commercial Square Footage: 12,320

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

PROJECT NAME:	VINTAGE AT WATSON GLEN
PROJECT NUMBER:	7247
ADDRESS:	OAK MEADOW DRIVE
PARCEL(S):	MAP 079, PARCELS 88 & 101.20
ACREAGE / SF OF SITE:	21.24 AC / 925,109 SF
BASE ZONING:	RC-6
PROPOSED ZONING:	PD (11.35, 12,320)
ZONING OVERLAY:	FFO, FWO
BUILDING TYPES APPLIED:	COMMERCIAL / MIXED-USE, MULTIFAMILY,
FRONTAGE TYPES APPLIED:	URBAN LANDSCAPE, URBAN
SETBACKS:	
FRONT:	8'
SIDE:	5'
REAR:	20'
DWELLING UNIT COUNT (BY TYPE):	
MULTIFAMILY:	241
COMMERCIAL SF (BY USE):	
OFFICE:	4,420 SF
RESTAURANT:	7,900 SF
TOTAL:	12,320 SF
NON-RESIDENTIAL:	5,500 SF
BUILDING HEIGHT:	1-4 STORIES
MINIMUM REQUIRED LSA:	0.2
PROVIDED LSA:	0.65
OPEN SPACE REQUIRED:	5% (46,255 SF)
OPEN SPACE PROVIDED:	5.5% (50,803 SF)
NATURAL AREA REQUIRED:	0%
NATURAL AREA PROVIDED:	46% (427,660)
TREE CANOPY RETENTION ACREAGE:	6.39 AC (244% OF REQUIRED)

LEGEND

CM(O)	CONCRETE MONUMENT (OLD)	Ø	UTILITY POLE
IR(O)	IRON ROD (OLD)	-X-X-	FENCE
IR(N)	IRON ROD (NEW) (5/8" x 18" W/CAP STAMPED "RAGAN SMITH & ASSOCIATES")	-UGE-	UNDERGROUND ELECTRIC LINE
CB	CATCH BASIN/CURB INLET	ST	STORM STRUCTURE
RCP	REINFORCED CONCRETE PIPE	AE	FEMA FLOODWAY AREA ZONE "AE"
SM	SANITARY SEWER MANHOLE	LOT	LOT NUMBER
EB	ELECTRIC BOX	SIGN	SIGN
TP	TRANSFORMER PAD	WV	WATER VALVE
INV	INVERT	LS	LIGHT STANDARD
HW	HEADWALL	OE	ELECTRIC STUBOUT
FH	FIRE HYDRANT	R.O.W.C.T.	REGISTER'S OFFICE FOR WILLAMSON COUNTY, TN
FOB	FIBER OPTIC BOX		

PARKING REQUIRED (BY USE):		
MULTI-FAMILY:	1.5 / I/R:	128 UNITS = 189
	2.5 / 2/R:	101 UNITS = 253
	3.0 / 3+R:	14 UNITS = 42
	TOTAL MULTI-FAMILY:	464
RESTAURANT:	10 / 1,000 SF + 1 EMPLOYEE	
	52 / (SEAT (DRIVE-THRU) / QUICK SERVICE)	
RESTAURANT 1:	5,400 SF =	60
RESTAURANT 2:	45 SEATS =	24
	TOTAL RESTAURANT:	84
OFFICE:	4 / 1,000 SF	
	OFFICES:	4,420 SF =
		18 (TO BE SHARED WITH RESIDENTIAL)
TOTAL PARKING REQUIRED:		586
PARKING PROVIDED (BY USE):		
MULTI-FAMILY / OFFICE:		495
RESTAURANT:		91
TOTAL PARKING PROVIDED:		586
OFFICE:	BOB GOODALL	
	393 MAPLE STREET	
	GALLATIN, TN 37066	
APPLICANT:	GAMBLE DESIGN COLLABORATIVE	
ADDRESS:	324 LIBERTY PIKE	
	SUITE 145	
	(615) 975-5765	
	greg.gamble@gdc-tn.com	
CONTACT:	GREG GAMBLE	

EXISTING TREE SURVEY NOTE

ALL EXISTING VEGETATION SHOWN WAS LOCATED VIA AERIAL PHOTOGRAPHY AND/OR FIELD OBSERVATION.

UTILITY NOTE

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE. PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE OR MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 811.

MINERAL RIGHTS INFORMATION

AT THE PRESENT TIME, PROPERTY TITLE REFERENCE DOES NOT REFLECT ANY MINERAL RIGHTS ON THE SUBJECT PROPERTY.

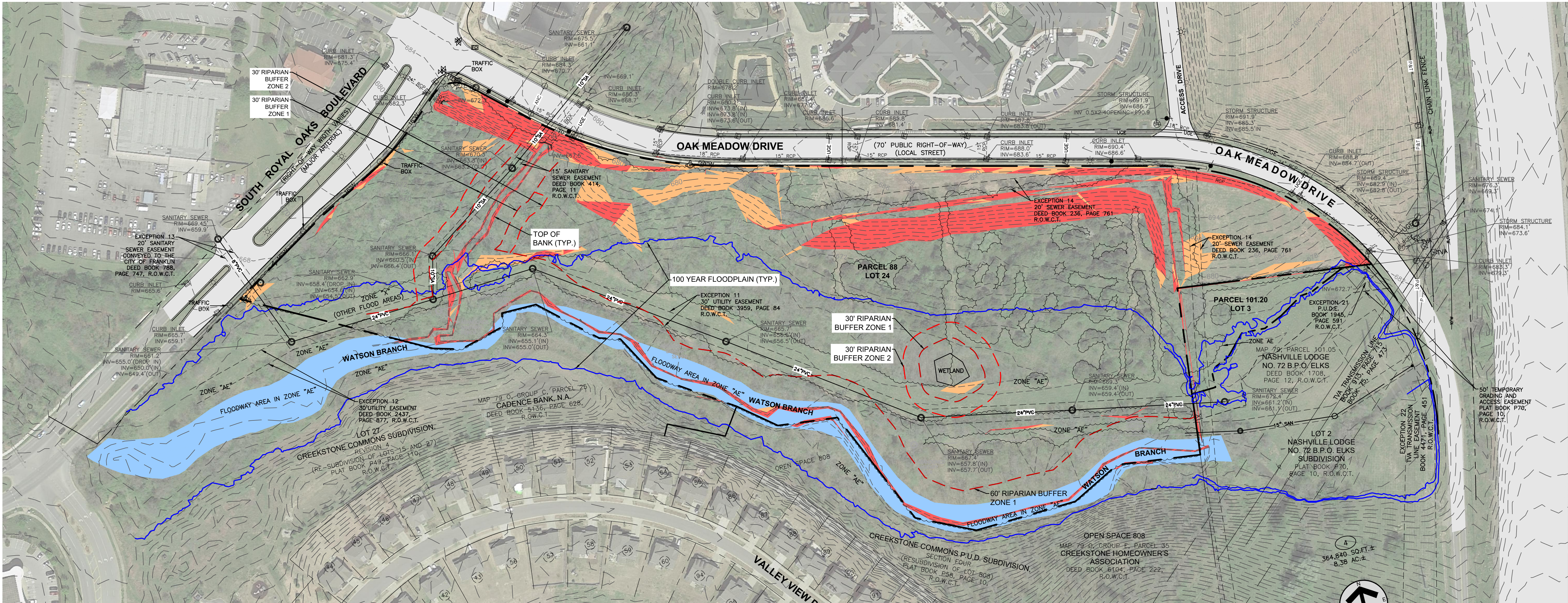
HYDROLOGIC SOIL GROUP

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
AmC3	Humphreys gravelly silty clay loam, 5 to 12 percent slopes, severely eroded	A	0.1	0.7%
ArB2	Armour silt loam, 2 to 6 percent slopes, eroded	B	3.6	17.2%
CaC2	Caprina silt loam, phosphatic, 5 to 12 percent slopes, eroded	D	2.2	10.4%
Eg	Egans silt loam, phosphatic	C	2.8	13.7%
Hu	Huntington silt loam, phosphatic	B	7.9	38.1%
SiC3	Silversville clay loam, 5 to 12 percent slopes, severely eroded	A	2.7	13.0%
SiO3	Silversville clay loam, 12 to 20 percent slopes, severely eroded	A	1.4	6.8%
Totals for Area of Interest			20.8	100.0%

EXISTING GRADING & DRAINAGE DATA CHART:

DRAINAGE:
SITE AREA: 21.24 AC
IMPERVIOUS AREA: 0.0 AC
DISTURBED AREA: N/A
Existing Rv VALUE: 0.17 (PROJECT AREA)
PEAK FLOW RUNOFF: 20 CFS

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	14.00%	19.99%	
2	20.00%	100.00%	



NOTE:
BEARINGS SHOWN HEREON ARE BASED ON THE
TENNESSEE STATE PLANE COORDINATE SYSTEM,
ZONE 5301, FIPSZONE 4100; NAD 83 DATUM.



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

RAGAN SMITH
LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
Nashville Murfreesboro
062-476-6881 062-545-6882
Chattanooga
423-498-6969
ragan@rsmi.com

VINTAGE AT WATSON GLEN PUD SUBDIVISION
REZONING REQUEST
Franklin, Williamson County, Tennessee



Issue Date
MARCH 30, 2020
Revision Date
05.07.20 City Comments
△
△
△
△

OVERALL EXISTING
CONDITIONS PLAN

C1.0
COF # 7247

From: [Ron Carr](#)
To: [Planning Intake](#)
Subject: Consideration Of Ordinance 2020-10, An Ordinance To Rezone 21.24 Acres
Date: Wednesday, May 27, 2020 5:03:09 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

For item 9 on the next agenda, Consideration Of Ordinance 2020-10, An Ordinance To Rezone 21.24 Acres.

As a resident of Franklin, I would ask that this gets voted No. There is already a considerable amount of traffic on South Royal Oaks Blvd. Changing this to a higher density location will only add more traffic on a road that doesn't appear to be designed to handle the traffic volume.

Thanks,
Ron Carr

From: [ROBERT STUDE](#)
To: [Planning Intake](#)
Subject: Oak Meadow Drive
Date: Wednesday, May 27, 2020 2:29:58 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Turning this area into a high density spot is a horrible idea.

Who is proposing this???

That stretch of Royal Oaks is already a traffic nightmare and the proposal is to add more traffic by putting in apartments or packing in houses on tiny lots??

Please reconsider this "plan".

Robert Stude
170 Generals Way Court
Franklin, TN

From: jimcherrybolles@outlook.com
To: [Planning Intake](#)
Subject: Oak Meadow property rezoning
Date: Wednesday, May 27, 2020 10:52:04 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hello,

As a citizen of Franklin and a member of the South Royal Oaks community, I would respectfully request that you seriously consider not changing the zoning of the land on Oak Meadow Dr across from Somerby and next to Home Depot from commercial to residential. Do we not have enough traffic in Franklin already on South Royal Oaks Blvd? This small piece of wooded land is the only green space left in the South Royal Oaks area. For over 20 years I have enjoyed seeing the various wildlife that lives on this land-- deer, turkeys, ground hogs, red tailed hawks, and the like. It's a good area for wildlife because of the creek that runs through it. I have often wondered why it hasn't been turned into a park or other green space for the citizens of Franklin. Why should we keep allowing people that don't even live here to keep reducing green space to build as many houses or apartment units that they can squeeze onto a property so they can make money off of it? We should have more consideration for the people that live here than we do for some corporation from out of state. Please consider what's best for Franklin residents instead of those trying to profit off of our city. Consider the traffic it would create, the crime it would attract to our neighborhoods, the increased strain on public services, etc. Please do not vote for this zoning change. If something has to be developed on these properties, commercial would have far less impact on the environment and infrastructure and still be profitable for whoever may develop it.

Thank you kindly,

James T. Bolles, DVM
221 Turnbrook Lane
Franklin

From: [Barry Cullen](#)
To: [Planning Intake](#); ["Maribeth Stahl"](#); [Amy Diaz-Barriga](#); [kathy.cullen](#); [Emily Hunter](#)
Subject: OAK MEADOW REVISED DEVELOPMENT PLAN
Date: Thursday, May 28, 2020 3:24:15 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

As requested, below please find a few questions/concerns we have re the subject :

- 1) A few years ago, a similar mixed use development plan was presented to the FMPC and BOMA. That plan was soundly defeated due to concerns over density, traffic congestion issues and the impact to the community pertaining to Off-Site improvements. The revised plan calls for a much greater multi-family density configuration (245 units vs 98 units) resulting in an increase of almost 500 vehicle/day concentrated at peak rush hour times.. In addition, the revised mixed use concept provides for 4400 s.f. of office space adding potentially another 16-20 vehicles/day (parking for the employees/clients of the office tenants is proposed to be curbside along Oak Meadow Dr., which is not conducive to such use).
- 2) The revised plan includes the development of an 10.5 acre public park to be perpetually maintained by the private owners of the Multi- family development. If the intent of the developer is to truly open this designated area to the general public.... Park users (who are not residents of the Multi-family units) will be required to park their vehicles curbside along Oak Meadow Dr.; accessing the park through the parking lot of the apartment complex. Furthermore, the public park plan does NOT provide for the availability of rest room facilities.
- 3) The revised plan identifies a western portion of the site for development of two free standing restaurants. Since S. Royal Oaks Blvd. is a divided highway artery, access to these proposed businesses from S. Royal Oaks will be limited to a "right-in...right-out" configuration. Customers seeking an alternate must ingress/egress through the parking lot allocated for the residents of 245 unit MF portion of the development. If, at some point in the future, the ownership of the MF portion of the project differs from the restaurant portion, the customers from the restaurant businesses may be prohibited from using the MF parking area as an alternate means of ingress/ egress.
- 4) It would be short-sighted to overlook other potential development opportunities, within the immediate area, that are already zoned for development. 100 unit apartment complex adjacent (west) to the US Post Office on Oak Meadow and the 17 acre site behind Home Depot, zoned for 200,000 s.f. of Office/Motel development; together could bring another 1200 vehicles /day to an already over taxed situation. It is unreasonable to expect the current applicant to solve unknown future troubles with his proposal; but for the planning commission to ignore the obvious is unacceptable in addressing planning issues.

CONCLUSION:

Based on the aforementioned detrimental issues, we strongly encourage you to deny the request for re-zoning.

Sincerely;

R. Barry and Kathy A. Cullen

R. Barry Cullen 425 Valley View dr. Franklin, Tn. 37064 615 614 3339 (H-O) 615 351 5269
(C) bcullenrealty@yahoo.com

From: [Eleanor Lee](#)
To: [Planning Intake](#)
Subject: Oak Meadow rezoning
Date: Wednesday, May 27, 2020 11:04:50 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

My family resides in the Forrest Crossing subdivision. We are in strong opposition to rezoning the Oak Meadow property from commercial to residential. Traveling in this area everyday, we can attest that the current infrastructure of the area would not support the proposed high density development. Schools are also overcrowded and not able to support the overdevelopment that is occurring throughout much of Franklin. Current population should be supported before more high density development is added to increase problems. Please consider the voiced concerns of Franklin residents and not just the will of developers.

Thank you for your time and consideration.

From: [John Lawrence](#)
To: [Planning Intake](#)
Subject: Proposed development on Oak Meadow Drive
Date: Wednesday, May 27, 2020 7:16:13 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Board Members:

I am expressing the opinions of my wife and myself against any proposed development of the property on Oak Meadow Drive, across from the Somerby retirement facility. Additionally, we are against any effort to change the zoning of this property from commercial to residential.

As 23-year residents of Riverview Estates, we have witnessed many changes to the surrounding area. Most of the changes have improved the neighborhood. Some have detracted from its beauty and function. The proposed residential complex will add to an already congested traffic flow, creating longer wait times for shopping trips and work commutes. The proximity of the lease-based complex to long-established single-family homes will undoubtedly have an adverse effect on sale prices.

Thank you for your time and attention.

John & Laura Lawrence
834 Countrywood Drive
37064
615 416 4748

From: [Jill Wright](#)
To: [Planning Intake](#)
Subject: Rezone opinion
Date: Wednesday, May 27, 2020 10:47:46 AM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hello,

My husband and I live in Forrest Crossing and do not agree with nor approve this rezoning request as listed below.

RE:

Consideration Of Ordinance 2020-10, An Ordinance To Rezone 21.24 Acres From Regional Commercial(RC-6) And General Office (GO) Districts To Planned (PD 11.35/12,320) District For The Property Located South Of Oak Meadow Drive And East Of South Royal Oaks Boulevard (Vintage At Watson Glen PUD Subdivision). Sponsors:Emily Hunter, Amy Diaz-Barriga, Dianna Tomlin 10. Consideration Of Resolution 2020-47, A Resolution Approving A Development Plan For Vintage At Watson Glen PUD Subdivision, For The Property Located South Of Oak Meadow Drive and East Of South Royal Oaks Boulevard. Sponsors:Emily Hunter, Amy Diaz-Barriga, Dianna Tomlin

Dallas and Jill Wright

From: [Michael Ferraro](#)
To: [Planning Intake](#)
Subject: Rezoning Attempt #2 - Oak Meadow Dr.
Date: Thursday, May 28, 2020 3:43:38 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hello,

My name is Michael Ferraro. I'm a home owner in the area. If changed from commercial to residential zoning, I'd be concerned with the increased traffic in the area. We seem to already have inadequate roadways to support the current housing. I feel like this would just add to the chaos.

Mike Ferraro

From: [Amber Campbell](#)
To: [Planning Intake](#)
Subject: Rezoning Attempt #2 - Oak Meadow Drive nest Somerby & Home Depot
Date: Wednesday, May 27, 2020 9:35:23 AM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hello -

It was brought to my attention about an upcoming planning commission meeting regarding Oak Meadow. See property below.

Re: Rezoning Attempt #2 - Oak Meadow Dr. Planning commission meeting on May 28th includes another request to rezone the property on Oak Meadow across from Somerby and behind Home Depot from Commercial to residential.

I formally oppose this Rezoning as I live in the Riverview subdivision and traffic is already congested along South Royal Oaks and Oak Meadow. My teenager drives those roads as well and more traffic will only cause more congestion and wrecks. I would like my vote and opinion taken into consideration at your planning meeting.

Thank you,
Amber Campbell
Sent from my iPhone

From: [Victoria Shofner](#)
To: [Planning Intake](#)
Subject: Rezoning behind Home Depot off of Royal Oaks
Date: Wednesday, May 27, 2020 11:22:38 AM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Good morning, I am a resident of Franklin that lives in the Dallas Downs neighborhood. The traffic going down Royal Oak is already abysmal. Adding a high density residential area would only compound the issue. Mack Hatcher is only two-laned on that side of Franklin also and traffic already backs up from Royal Oaks to Lewisburg Pike because of that congestion. Please rethink allowing higher density use of that parcel until the existing roads can handle said population.

Sincerely,
Victoria R. Shofner
181 Middleboro Circle
Franklin, TN 37064

Sent from my iPhone

From: [Jeremy Paisley](#)
To: [Planning Intake](#)
Subject: Rezoning Oak Meadows
Date: Wednesday, May 27, 2020 11:46:26 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Dear Representatives,

I am writing in concern over the development proposal for high density development at Oak Meadows. While I understand progress is important for our area, we also need to understand the complications concerning the development. What are the design, rated, and operational capacities for Franklin/Williamson Schools? The current situation with COVID-19 will impact schools significantly and continued development may hinder school functionality. With current budget constraints it might be in the best interest to hold off on high density residential areas until we understand the results of the current outbreak. I understand there appears to be a low student to teacher ratio but those figures include all licensed staff and may be misleading to those outside the educational setting. There are also concerns over traffic flow on Highway 96 and the I-65 interchange. More development will create longer commutes and increased congestion in the surrounding areas. Thank you for hearing the residents of our community; we hope this development proposal and all future development proposals are examined closely to avoid regression.

From: [Anne Marie Angel](#)
To: [Planning Intake](#)
Subject: Rezoning of Oak Meadow property
Date: Wednesday, May 27, 2020 3:12:44 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

To whom it may concern:

Re: Consideration Of Ordinance 2020-10, An Ordinance To Rezone 21.24 Acres From Regional Commercial(RC-6) And General Office (GO) Districts To Planned (PD 11.35/12,320) District For The Property Located South Of Oak Meadow Drive And East Of South Royal Oaks Boulevard (Vintage At Watson Glen PUD Subdivision). Sponsors:Emily Hunter, Amy Diaz-Barriga, Dianna Tomlin 10. Consideration Of Resolution 2020-47, A Resolution Approving A Development Plan For Vintage At Watson Glen PUD Subdivision, For The Property Located South Of Oak Meadow Drive and East Of South Royal Oaks Boulevard. Sponsors:Emily Hunter, Amy Diaz-Barriga, Dianna Tomlin

Please DO NOT rezone the Oak Meadow property for combined commercial/ residential to add apartments to the area. The Royal Oaks area is already a heavy traffic area. The local public schools are not equipped to handle the extra students, as Williamson County Schools are in high demand. And due to the Coronavirus pandemic we do not need more congestion in an already densely populated area.

I live on Royal Oaks Blvd and the volume of traffic is constantly increasing. Adding yet another apartment complex will only add to the congestion and pollution of the area. Please take these things into consideration and do not rezone.

Respectfully yours,

Pam Angel
179 Royal Oaks Blvd
[Franklin, TN 37067](#)

Sent from my iPhone
Sent from my iPhone

From: [Lorey, Shelly L](#)
To: [Planning Intake](#)
Subject: Rezoning request of the Oak Meadow Properties
Date: Wednesday, May 27, 2020 4:53:23 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Good Evening,

I thought we had already addressed this 2 years ago so I'm surprised to see this come up again. With the small signs hidden in plain sight it feels as though the plan is to slip this through hoping the residents this will effect won't notice.

We don't have the capacity to handle the traffic we have now in this corridor let alone all the additional cars a subdivision or apartments will bring. Our schools this will effect are also at capacity.

The owner of this land knew it was zoned commercial when he bought it and it should remain that way.

Please do not rezone this property, and please don't let them continually try to find a way to push this through at a time when the public can not address it properly as we were not informed with time to prepare.

Sincerely,

Shelly Lorey
Lab Manager - Tansey Lab
Vanderbilt University
4148 MRB3
465 21st Ave. S.
Nashville, TN 37240
615-343-4261

From: [Jason Mackey](#)
To: [Planning Intake](#)
Subject: South Royal Oaks Proposed Rezone
Date: Wednesday, May 27, 2020 9:07:13 AM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Thank you for listening to my comment. Please vote against the rezoning to mixed use on South Royal Oaks. The proposal will dramatically increase traffic on Hwy 96, which is already ridiculous, and South Royal Oaks. We don't need more retail space. We don't need more restaurants. There is already much more than enough of that in the area. What we need more of is beautiful green space. The appeal of Franklin is it's rural landscapes. Please don't take ours away and replace it with a bunch of concrete, brick and pavement.

Thanks again for listening to my opinion.

Jason Mackey
615.586.3045



File #: 20-0665

DATE: May 21, 2020
TO: Franklin Municipal Planning Commission
FROM: Emily Hunter, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Dianna Tomlin, Principal Planner

SUBJECT:

Consideration Of Resolution 2020-47, A Resolution Approving A Development Plan For Vintage At Watson Glen PUD Subdivision, For The Property Located South Of Oak Meadow Drive and East Of South Royal Oaks Boulevard, Establishing A Public Hearing For July 14, 2020
FMPC 5/28/20, 8-0-1

PURPOSE:

Project Information

COF Project Number: 7247
Applicant: Gamble Design Collaborative, Greg Gamble
Owner: Franklin Investment Holdings, LLC, Robert Goodall

BACKGROUND/STAFF COMMENTS:

Envision Franklin places this property in the Neighborhood Mixed Use Design Concept. The Neighborhood Mixed Use design concept provides a diverse mix of high activity uses with a connected and walkable layout. These centers and corridors should have coordinated development patterns at a pedestrian scale, with high quality architecture, plazas, sidewalks, and pedestrian and bicycle amenities to activate the street and connect these gathering places to the residential neighborhoods they support.

The proposed development meets the goals of the Design Concept. It has an active commercial corner and first floor commercial in buildings one, two and three, with multi-family residential units above. The project creates a walkable character both along the sidewalk at Oak Meadow and internally from the multi family to the restaurant area. A large natural area will be developed with trails and offer a buffer between this development and the existing neighborhood.

PROJECT CONSIDERATIONS:

Existing and future transit routes were discussed on May 12 with planning staff, Franklin Transit Authority, and the developer. Based on section 10.3.1 of the Franklin Zoning Ordinance it was determined that a transit stop would not be required with this development.

PROCEDURAL REQUIREMENTS:

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

FINANCIAL IMPACT:

There is not a defined direct City expense related to this proposed development.

RECOMMENDATION:

Staff recommends approval of Resolution 2020-47 with conditions.

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

RESOLUTION 2020-47

**A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR VINTAGE AT WATSON GLEN
PUD SUBDIVISION, FOR THE PROPERTY LOCATED SOUTH OF OAK MEADOW DRIVE
AND EAST OF SOUTH ROYAL OAKS BOULEVARD.**

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 2020-10; 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
079-08800	20.54
079-10120	0.70
Total	21.24

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 Vintage at Watson Glen are as follows:

Entitlements	Vintage at Watson Glen
Base Zone District	PD (11.35/12,320)
Other Zoning Overlays	FWO, FFO
Number of Dwelling Units	241
Number of Nonresidential Square Footage	12,320
Open Space Requirements	46,255 Square Feet
Number of Phases in Development	2

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

SECTION V. That this Resolution shall take effect from and after the passage of Ordinance 2020-10, on third and final reading, the health, safety, and welfare of the citizens requiring it.

BE IT SO RESOLVED AND DONE this the _____ day of _____, 2020.

Attest:

City of Franklin, Tennessee:

Eric S. Stuckey
City Administrator

Dr. Ken Moore
Mayor

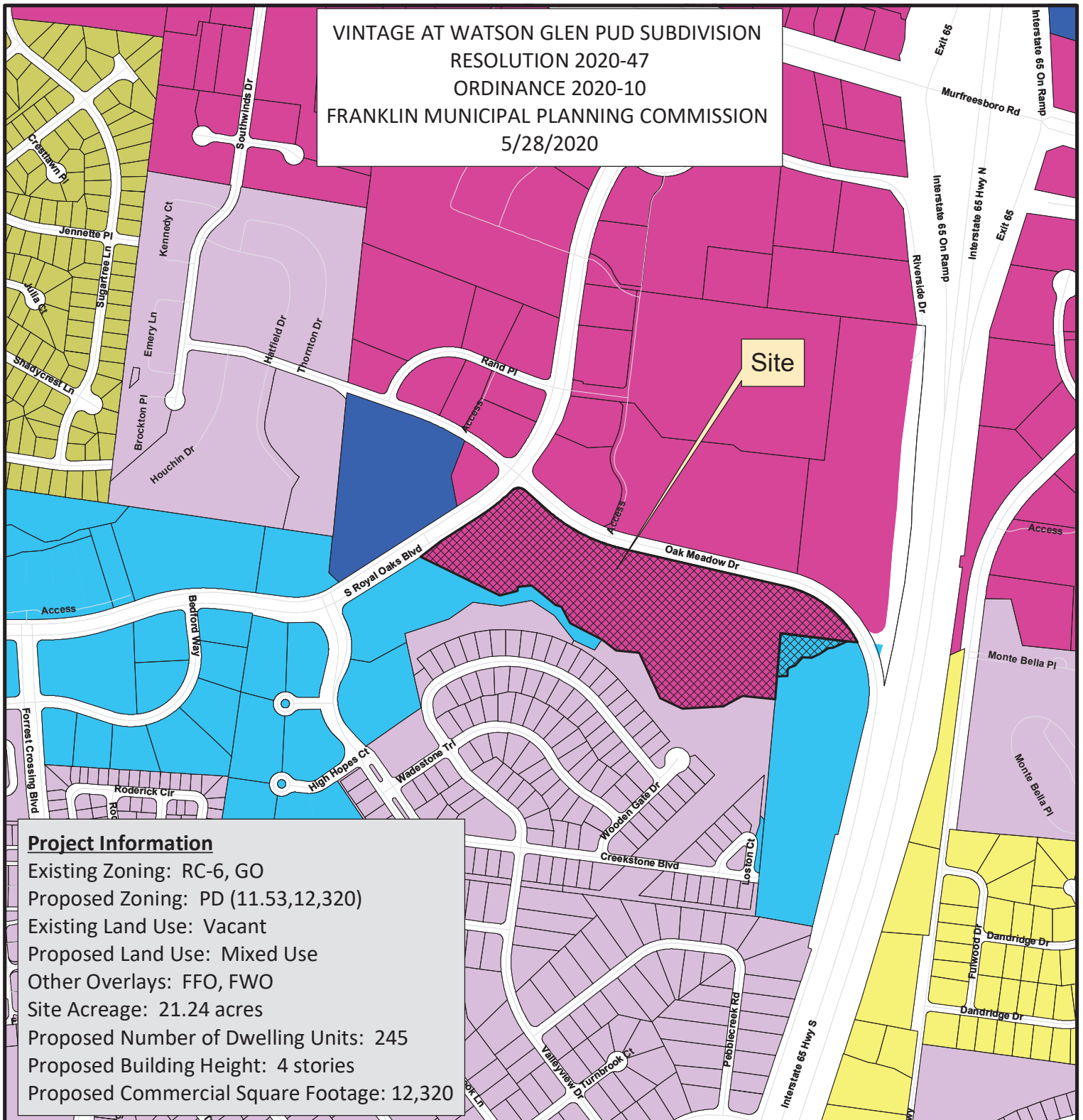
Approved as to form by:

Sauna R. Billingsley
City Attorney

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

April 6, 2020
April 23, 2020
May 6, 2020

VINTAGE AT WATSON GLEN PUD SUBDIVISION
 RESOLUTION 2020-47
 ORDINANCE 2020-10
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 5/28/2020



Project Information

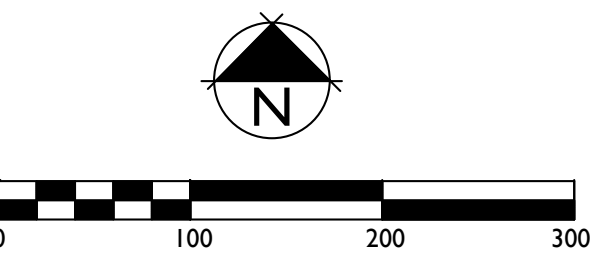
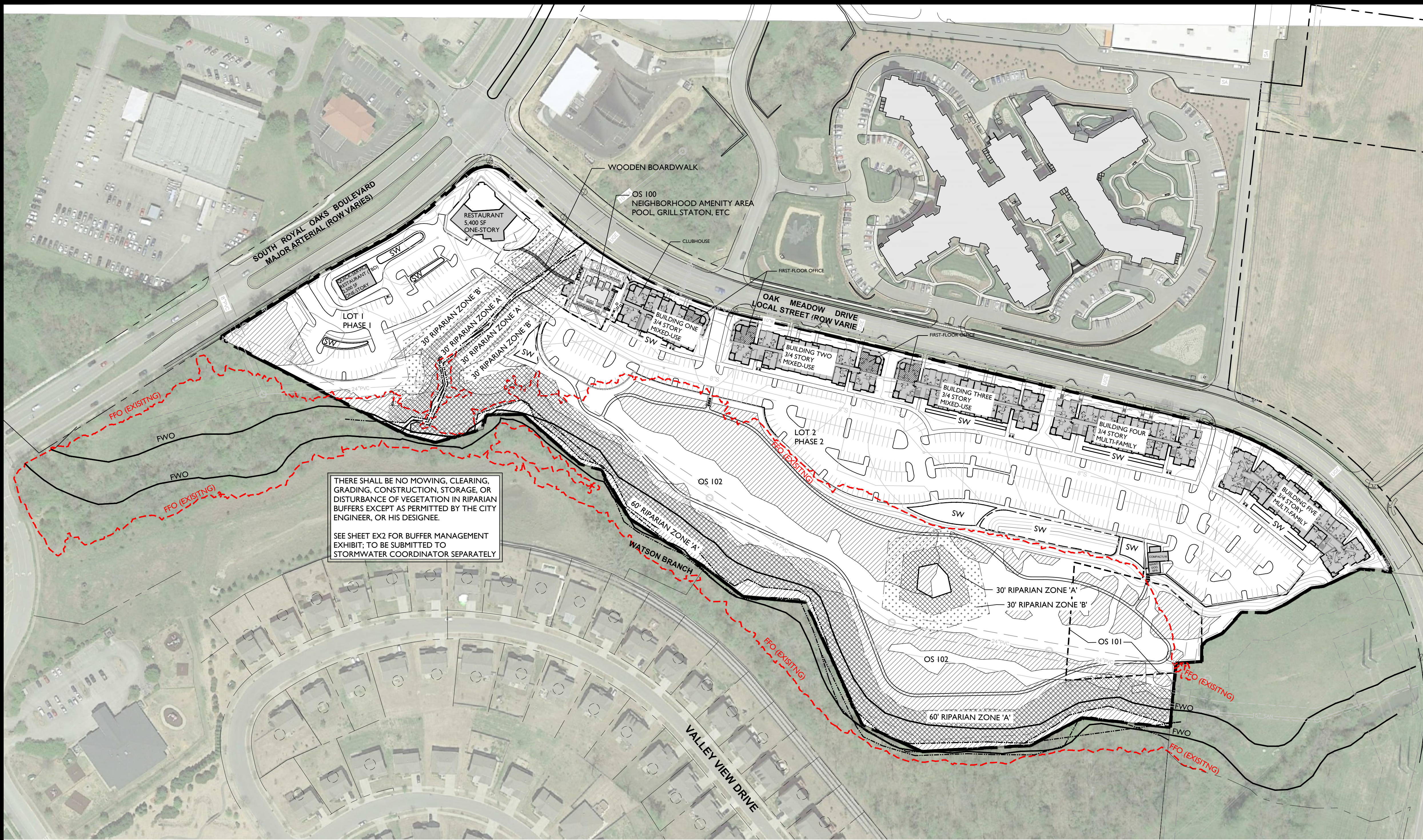
Existing Zoning: RC-6, GO
 Proposed Zoning: PD (11.53,12,320)
 Existing Land Use: Vacant
 Proposed Land Use: Mixed Use
 Other Overlays: FFO, FWO
 Site Acreage: 21.24 acres
 Proposed Number of Dwelling Units: 245
 Proposed Building Height: 4 stories
 Proposed Commercial Square Footage: 12,320

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



0 250 500 1,000
 Feet

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 It was compiled from the most authentic information available.
 The City is not responsible for any errors or omissions contained herein.
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KEY	
	PRESERVED CANOPY
	RIPARIAN ZONE 'A'
	RIPARIAN ZONE 'B'
	SLOPES - 14 - 20%
	SLOPES - 20% +
	OPEN SPACE

SITE DATA CHART	
PROJECT NAME: PROJECT NUMBER: ADDRESS: PARCELS: ACREAGE / SF OF SITE:	VINTAGE AT WATSON GLEN XXXX OAK MEADOW DRIVE MAP 079, PARCELS 88 & 101.20 21.24 AC / 925,109 SF
BASE ZONING: PROPOSED ZONING: ZONING OVERLAY:	RC-6 PD (11.53, 17.820) FFO, FWO
BUILDING TYPES APPLIED: FRONTAGE TYPES APPLIED: SETBACKS:	COMMERCIAL / MIXED-USE, MULTIFAMILY, URBAN LANDSCAPE, URBAN
	FRONT: 8' SIDE: 5' REAR: 20'
DWELLING UNIT COUNT (BY TYPE): MULTIFAMILY:	245
COMMERCIAL SF (BY USE): OFFICE: NON-RESIDENTIAL: RESTAURANT:	4,420 SF 5,500 SF 7,900 SF 17,820 SF
TOTAL:	1-3 STORIES
BUILDING HEIGHT:	2 65 5% (46,255 SF) 5.2% (50,803 SF) 0% 46% (427,660) 6.39 AC (244% OF REQUIRED)
MINIMUM REQUIRED LSA: PROVIDED LSA: OPEN SPACE REQUIRED: OPEN SPACE PROVIDED: NATURAL AREA REQUIRED: NATURAL AREA PROVIDED: TREE CANOPY RETENTION ACREAGE:	
PARKING REQUIRED (BY USE): MULTI-FAMILY: 1.5 / 1BR: 2.5 / 2BR: 3.0 / 3+BR:	126 UNITS = 189 105 UNITS = 263 14 UNITS = 42 TOTAL MULTI-FAMILY 494
RESTAURANT: 10 / 1,000 SF + 1/EMPLOYEE .52 / SEAT (DRIVE-THRU / QUICK SERVICE) RESTAURANT 1: 45 SEATS = 60 RESTAURANT 2: TOTAL RESTAURANT:	24 84
OFFICE: 4 / 1,000 SF OFFICES: TOTAL PARKING REQUIRED:	4,420 SF = 18 (TO BE SHARED WITH RESIDENTIAL) 578
PARKING PROVIDED (BY USE): MULTI-FAMILY / OFFICE: RESTAURANT: TOTAL PARKING PROVIDED:	495 94 589
OWNER:	808 GOODALL 393 MAPLE STREET GALLATIN, TN 37066
APPLICANT: ADDRESS:	GAMBLE DESIGN COLLABORATIVE 324 LIBERTY PIKE SUITE 145 (615) 975-5765 greg.gamble@gdc-tn.com GREG GAMBLE
CONTACT:	

OPEN SPACE REQUIREMENT		
MINIMUM OPEN SPACE REQUIREMENT: 5% REQUIRED: 46,255 SF		
PROVIDED: 50,803 SF TOTAL (5.5%) ADDITIONAL NATURAL AREA: 317,172 SF		
TOTAL OPEN SPACE PROVIDED: 367,975 SF		
LOT	TYPE	AREA (SF)
100	NEIGHBORHOOD AMENITY	10,059
101	NEIGHBORHOOD AMENITY	40,744
ADDITIONAL OPEN SPACE		
102	NATURAL AREA	317,172

TREE CANOPY RETENTION	
OVERALL SITE AREA = 925,109 SF (21.24 AC)	
EXISTING TREE CANOPY 633,789 SF (14.55 AC)	PRESERVED TREE CANOPY 278,429 SF (6.39 AC)
TREE CANOPY DATA:	
TOTAL EXISTING TREE CANOPY: REQUIRED CANOPY PRESERVATION:	633,789 SF: 14.55 AC (69% OF SITE) 18% (114,082 SF: 2.61 AC)
PROVIDED CANOPY PRESERVATION:	278,429 SF: 6.39 AC (244% OF REQUIRED)

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. THE WATER MAINS ARE LOCATED ALONG SOUTH ROYAL OAKS BLVD. 245 UNITS x 350 GPD = 85,750 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.

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

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 3.7 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 1.4 MI (FRANKLIN FIRE DEPARTMENT)
NEAREST RECREATIONAL FACILITY: 1.5 MI (SOAR ADVENTURE TOWER)

PROJECTED STUDENT POPULATION
245 x 0.64 = 157 STUDENTS

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

PHASING			
DEVELOPMENT	NON-RESIDENTIAL	SF	MULTIFAMILY
OVERALL	RESTAURANT, RETAIL, OFFICE, ETC.	17,820	245
PHASE 1	RESTAURANT	2,900	0
PHASE 2	OFFICE, RETAIL, ETC.	9,920	245



Revision Date	
△	
△	
△	
△	
△	

CONDITIONS OF APPROVAL:

Open Issues: 22 These issues are currently being filtered

Addressing

General Issues

100. Addressing

lori.jarosz@franklintn.gov The restaurant that is closer to Oak Meadow Drive is 240 South Royal Oaks Blvd and the other restaurants is 250 South Royal Oaks Blvd. These addresses can be added at site plan.
[Edited By Lori Jarosz]

Engineering - Development Plan Checklist

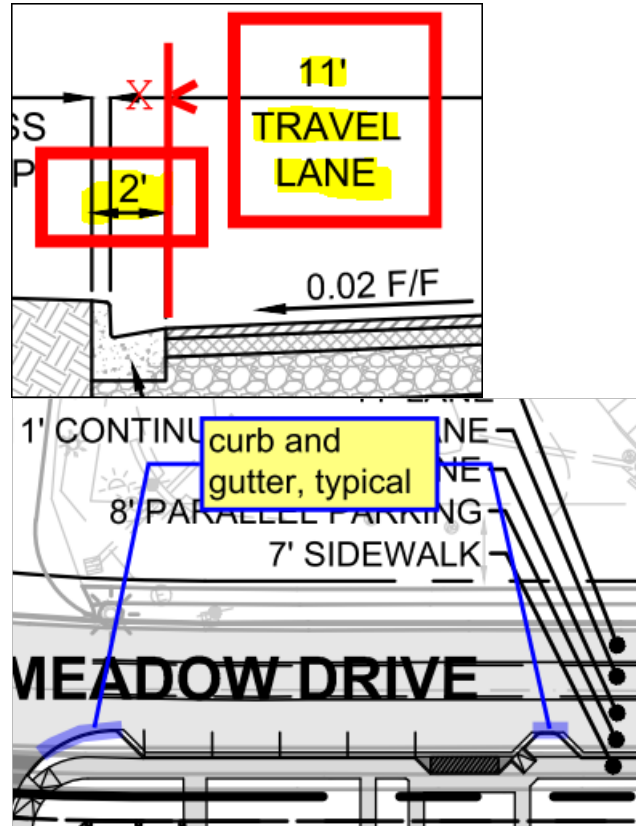
General Issues

45. ROW Dedication

joe.marlo@franklintn.gov Comment partially addressed.

Applicant shall revise the Oak Meadow Drive Typical Section on C4.0 such that the 11'-0" travel lane width is shown exclusive of the gutter width.

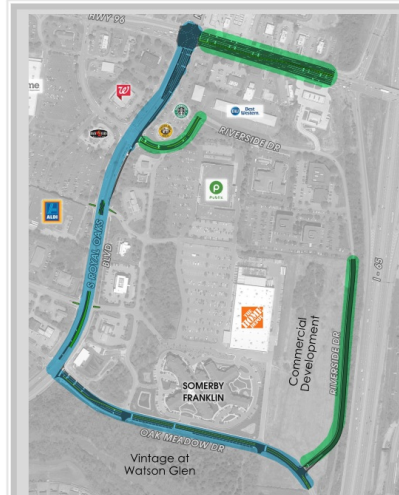
Applicant shall show COF standard gutter at all curb within ROW, including at bump-outs for on-street parking on Oak Meadow Drive. No travel or turn lanes on Oak Meadow Drive shall be less than 11'-0" wide, exclusive of gutter width.



68. F. Development Plan

jimmy.wiseman@franklintn.gov

Per the presentation to the Board of Mayor and Aldermen this development plan shall be responsible for the improvements on Oak Meadow Drive and Royal Oak Boulevard as identified in the Traffic Impact Analysis.



Developer Improvements

VINTAGE IMPROVEMENTS:

- SIGNAL TIMING ON 96
- INTERSECTION OF 96 AND ROYAL OAKS
- ROYAL OAKS TURN LANES
- ROYAL OAKS INTERSECTIONS
- OAK MEADOW DRIVE

COMMERCIAL DEVELOPMENT IMPROVEMENTS

- HIGHWAY 96 SAFETY CONSIDERATION
- RIVERSIDE DRIVE AT STARBUCKS
- RIVERSIDE DRIVE CONNECTION TO OAK MEADOW

74. H. Stormwater Management Plan

lance.fittro@franklintn.gov

This is an advisory comment to be addressed at Site Plan:

An extensive network of permeable pavement is indicated throughout the site running parallel to utility mains located under the street and parking lot drive aisles. While specific locations of service lines and utility crossings are not required to be shown on the Development Plan, it should be understood that with any Site Plan including these features, no utility mains, service lines, or utility crossings of any kind will be permitted underneath permeable pavement areas. Where crossings are necessary, it is expected that these will be accommodated within pavement breaks for landscape islands, under sidewalk crossings, etc. Depiction of any utilities crossing under or through green infrastructure practices on the Development Plan shall not be construed as permission to construct such crossings with future Site Plans.

79. Off Site Improvements

jimmy.wiseman@franklintn.gov

The offset agreement has been submitted for review. The applicant shall remove Sheet C6.1 to avoid conflicts and confusion. The improvements shall be discussed further with FMPC and the BOMA.

Engineering Review

[2020-04-13 Vintage at Watson Glen PUD Development Plan - Initial Submittal UPDATED ARCHITECTURE.pdf](#)

92. General Information

jimmy.wiseman@franklintn.gov

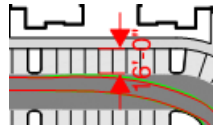
The applicant shall update the TIS to reflect the drive-thru restaurant prior One Stop.

Fire Protection Review

General Issues

80. AutoTurn

curt.edelmann@franklintn.gov Where a parking stall is 16-feet deep, the auto-turn must show all portions of the truck clear the parking spaces by a minimum of 2-feet. Where it is not possible to maintain a 2-foot clearance, the spaces must be designated as COMPACT CAR PARKING ONLY spaces.



MTEMC

[2020-05-07 Vintgae at Watson Glen Development Plan Resubmittal.pdf](#)

95. MTEMC Requirements

ehale@mtmc.com Developer should contact MTEMC for electric layout, installation requirements and easement information. There will be offsite work required for service to this site.

Parks

General Issues

3. Parkland Impact Fee

kevinl@franklintn.gov Applicant shall add Parkland information to the plan set. Preferably on sheet C2.0.

ADD:

Parkland Note:

245 units x \$4,304=\$1,054,480 due at Final Plat.

Parkland Impact fees are being requested through Parkland Impact Agreement.

Please contact Kevin Lindsey at Parks for more information.

[Edited By Kevin Lindsey]

Planning

General Issues

58. Open Space

dianna.tomlin@franklintn.gov Label the required 5% open space as one of the types required by the zoning ordinance.

- 11.3 Natural Area
- 11.4 Greenway
- 11.5 Neighborhood Amenities
- 11.6 Pocket Park
- 11.7 Courtyard
- 11.8 Square or Green
- 11.9 Outdoor Dining Area
- 11.10 Plaza

94. Resubmittal Warning

dianna.tomlin@franklintn.gov Please see comments from Water Quality. We need a wetland delineation

96. Parking counts

amy.diaz-barriga@franklin.tn.gov

Correctly list parking counts, on sheet C2. Individual requirements are inconsistent with the parking provided by use summary at the bottom.

PARKING REQUIRED (BY USE):			
MULTI-FAMILY:			
1.5 / 1BR:	126 UNITS =	189	
2.5 / 2BR:	101 UNITS =	253	
3.0 / 3+BR:	14 UNITS =	42	
TOTAL MULTI-FAMILY			484
RESTAURANT:			
10 / 1,000 SF + 1/EMPLOYEE			
.52 / SEAT (DRIVE-THRU / QUICK SERVICE)			
RESTAURANT 1:	5,400 SF =	60	
RESTAURANT 2:	45 SEATS =	24	
TOTAL RESTAURANT:			84
OFFICE:			
4 / 1,000 SF			
OFFICES:	4,420 SF =	18	
TOTAL PARKING REQUIRED:			586
PARKING PROVIDED (BY USE):			
MULTI-FAMILY / OFFICE:			495
RESTAURANT:			93
TOTAL PARKING PROVIDED:			588

98. Heights

amy.diaz-barriga@franklin.tn.gov

clarify in the site data chart that the height at the street is 1-3 stories, but the height of the buildings are 4 stories on the back side

99. Entitlements

amy.diaz-barriga@franklin.tn.gov

Remove the reference to non-residential SF on sheet C2.0 Site Data Chart. see below. It is confusing as it is not included in the overall entitlements.

DWELLING UNIT COUNT (BY TYPE):		
MULTIFAMILY:		241
COMMERCIAL SF (BY USE):		
OFFICE:		4,420 SF
RESTAURANT:		7,900 SF
TOTAL:		12,320 SF
NON-RESIDENTIAL:		5,500 SF
BUILDING HEIGHT:		
1-3 STORIES		

101. Advisory

dianna.tomlin@franklin.tn.gov

Advisory, Only to be Addressed at Site Plan:

Architecture currently shown does not meet some of the requirements of the Zoning Ordinance, but as concepts are acceptable at the Development Plan stage. At site plan review, architecture will need to comply with all standards in the Zoning Ordinance. Specifically, the restaurant at the corner does not have a prominent entrance facing the street. All buildings are required to have an entrance at the street they face The apartment buildings will need more façade variety between buildings.

[Edited By Dianna Tomlin]

Stormwater

General Issues

1. Wetland

Doug.Noonan@franklintn.gov Comment not addressed, "Size and shape of wetland differs greatly from previous development plan. **Please provide a wetland delineation.** The current wetland shown at ~2,867sq. ft., while the wetland shown on the previous development plan is ~18,318 sq. ft."

While the report provided identifies an observed wetland, it acknowledges that the delineation was not included in the scope of work. Based on the best available information (NWI, previous site plan, and field observations of wetland flagging) the wetland shown on the previous development plan (COF #6086) appears to be accurate. The proposed trail and grading (highlighted in yellow) impacts the previously identified wetland and associated buffer.



The applicant shall show the wetland as it was delineated for the previous development plan (COF #6086), and revise plans accordingly to avoid encroachment.
[Edited By Doug Noonan]

61. Riparian Buffer

jeff.willoughby@franklintn.gov **If any encroachment of any kind is shown in the riparian buffers** then a formal variance request shall be submitted and approved before final plan approval will be granted.

Additionally, if buffer averaging is being shown then a buffer management plan shall be submitted and approved before final plan approval will be granted as well.

62. Riparian Buffer

jeff.willoughby@franklintn.gov

This is still shown incorrectly as zones are labeled as "A" and "B"

Identify all water resources onsite. Label by their corresponding name as shown on the most current USGS maps. Include top of bank and riparian buffer zones on all site plan sheets. Riparian buffers shall be applied from top of bank. Top of bank is defined as the break in slope of the corresponding grade or if available, the ordinary high water mark.

- For drainage areas over 1 square mile there shall be a 60' riparian buffer zone 1.
- For drainage areas under 1 square mile shall be a 30' riparian zone 1 and 30' riparian zone 2.
- **Zones shall be labeled in the following format: "Width: Riparian Buffer Zone Designation" for example "60' Riparian Buffer Zone 1"**
- Where the average Slope of the land within the Streamside Buffer is between fifteen percent (15%) and twenty-five percent (25%), an additional twenty (20) feet shall be added to the zone 1 minimum buffer width.
- Where the average Slope of the land within the riparian buffer is greater than twenty-five percent (25%), an additional fifty (50) feet shall be added to the zone 1 minimum buffer width.

Water/Sewer

General Issues

14. Trails

ben.mcneil@franklintn.gov

*****This comment does not hinder site plan approval, but is to remain open as a reminder to staff.*****

The applicant shall be aware that Franklin will not be responsible for any trails or any maintenance that have been installed over the existing sanitary sewer easement. A note must be added to the plat with this information.

Zoning

General Issues

85. FFO

shanna.mccoy@franklintn.gov

Comment to remain open as a project reminder.

Advisory comment

The applicant shall obtain a floodplain development permit prior to any disturbance of the FFO.

86. FFO/FEMA

shanna.mccoy@franklintn.gov

Comment to remain open as project reminder.

Advisory comment

The applicant shall obtain a letter of map amendment from FEMA for any flood plain alteration.

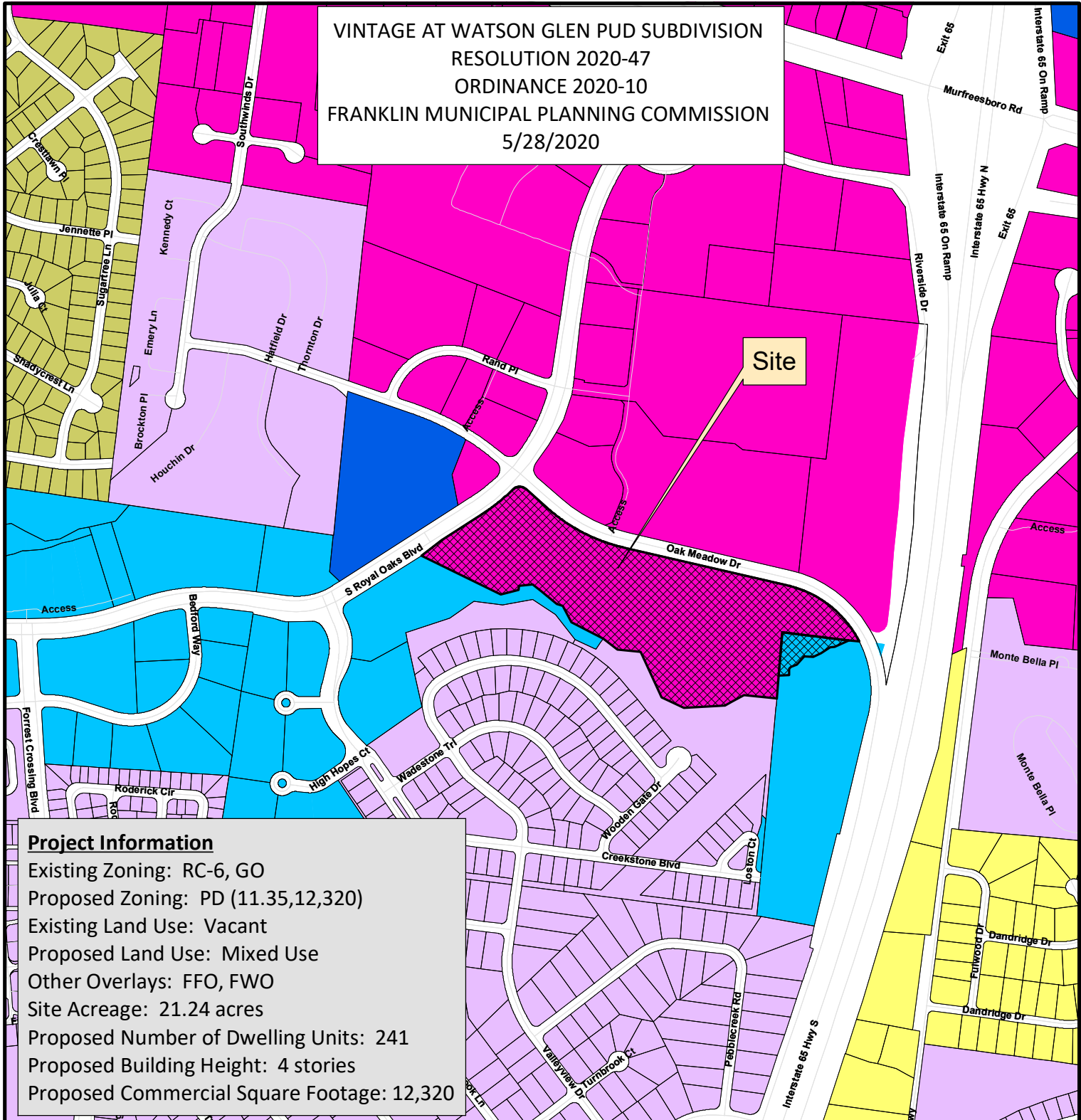
87. FFO

shanna.mccoy@franklin.tn.gov Comment to remain open as project reminder.

Advisory comment

Once the LOMR is approved by FEMA it must be approved by BZA.

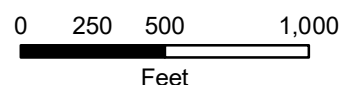
VINTAGE AT WATSON GLEN PUD SUBDIVISION
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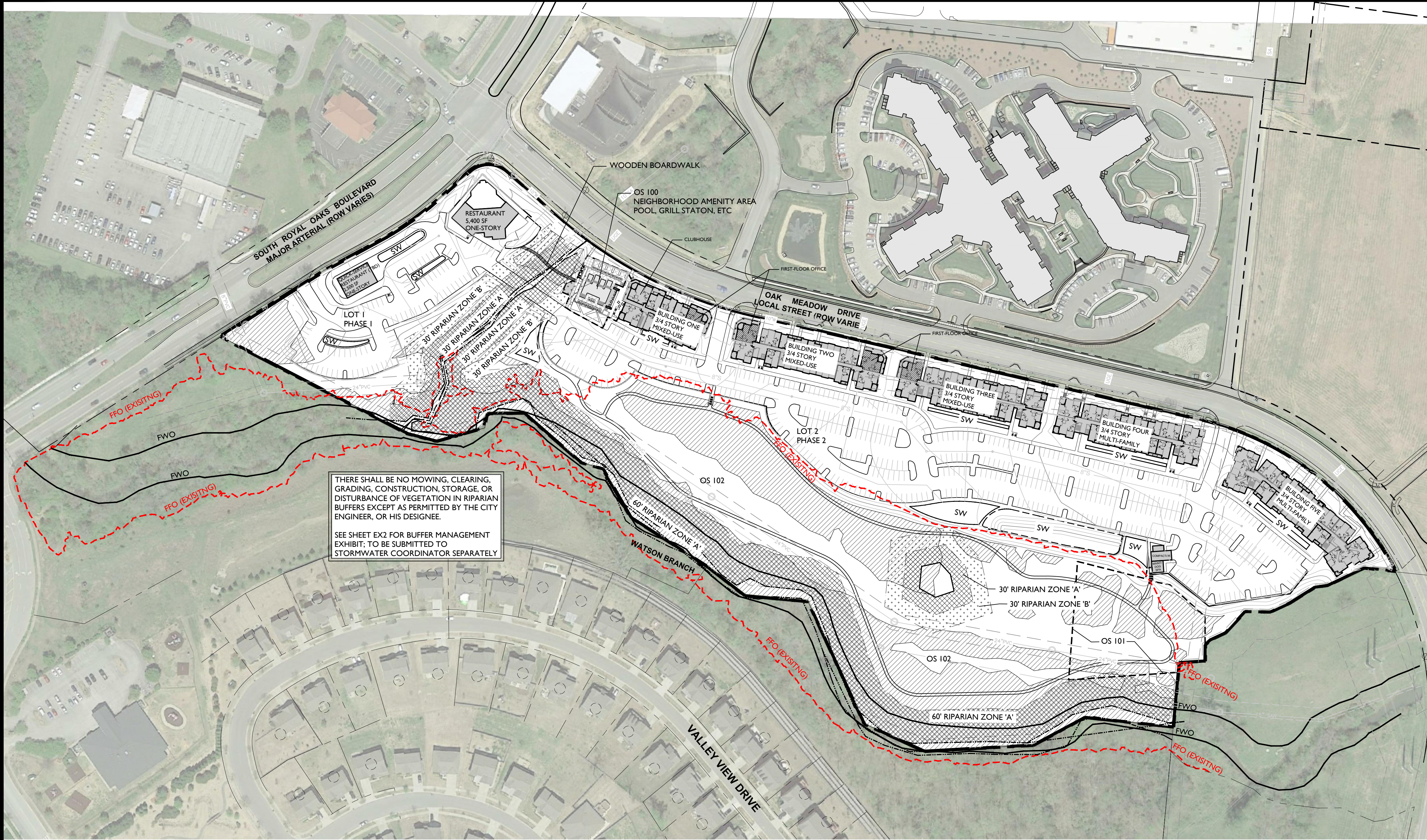
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 Proposed Building Height: 4 stories
 Proposed Commercial Square Footage: 12,320

- | | |
|--------------------------------|------------------------------------|
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| AG Agricultural District | NC Neighborhood Commercial |
| ER Estate Residential District | CC Central Commercial District |
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| R2 Residential 2 District | 1ST Avenue District |
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| R4 Residential 4 District | RC6 Regional Commerce 6 District |
| R6 Residential 6 District | RC12 Regional Commerce 12 District |
| MR Mixed Residential District | GO General Office District |
| PD Planned District | LI Light Industrial District |
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 The City is not responsible for any errors or omissions contained hereon.
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SITE DATA CHART

PROJECT NAME:	VINTAGE AT WATSON GLEN
PROJECT NUMBER:	XXXX
ADDRESS:	OAK MEADOW DRIVE
PARCELS:	MAP 079, PARCELS 88 & 101.20
ACREAGE / SF OF SITE:	21.24 AC / 925,109 SF
BASE ZONING:	RC-6
PROPOSED ZONING:	PD (11.53, 17.820)
ZONING OVERLAY:	FFO, FWO
BUILDING TYPES APPLIED:	COMMERCIAL / MIXED-USE, MULTIFAMILY, URBAN LANDSCAPE, URBAN
FRONTAGE TYPES APPLIED:	
SETBACKS:	FRONT: 8' SIDE: 5' REAR: 20'
DWELLING UNIT COUNT (BY TYPE):	MULTIFAMILY: 245
COMMERCIAL SF (BY USE):	OFFICE: 4,420 SF NON-RESIDENTIAL: 5,500 SF RESTAURANT: 7,900 SF TOTAL: 17,820 SF
BUILDING HEIGHT:	1-3 STORIES
MINIMUM REQUIRED LSA:	.2
PROVIDED LSA:	.65
OPEN SPACE REQUIRED:	5% (46,255 SF)
OPEN SPACE PROVIDED:	5.5% (50,803 SF)
NATURAL AREA REQUIRED:	0%
NATURAL AREA PROVIDED:	46% (427,660)
TREE CANOPY RETENTION ACREAGE:	6.39 AC (244% OF REQUIRED)
PARKING REQUIRED (BY USE):	
MULTI-FAMILY:	1.5 / 1BR: 126 UNITS = 189 2.5 / 2BR: 105 UNITS = 263 3.0 / 3+BR: 14 UNITS = 42 TOTAL MULTI-FAMILY: 494
RESTAURANT:	10 / 1,000 SF = 1/EMPLOYEE .52 / SEAT (DRIVE-THRU / QUICK SERVICE) RESTAURANT 1: 5,400 SF = 60 45 SEATS = 24 RESTAURANT 2: 7,900 SF = 84 TOTAL RESTAURANT: 84
OFFICE:	4 / 1,000 SF OFFICES: 4,420 SF = 18 (TO BE SHARED WITH RESIDENTIAL) TOTAL PARKING REQUIRED: 578
PARKING PROVIDED (BY USE):	MULTI-FAMILY / OFFICE: 495 RESTAURANT: 94 TOTAL PARKING PROVIDED: 589
OWNER:	808 GOODALL 393 MAPLE STREET GALLATIN, TN 37066
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	324 LIBERTY PIKE SUITE 145 (615) 975-5765 greg.gamble@gdc-tn.com GREG GAMBLE
CONTACT:	

OPEN SPACE REQUIREMENT

MINIMUM OPEN SPACE REQUIREMENT: 5% REQUIRED: 46,255 SF		
PROVIDED: 50,803 SF TOTAL (5.5%) ADDITIONAL NATURAL AREA: 317,172 SF		
TOTAL OPEN SPACE PROVIDED: 367,975 SF		
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ADDITIONAL OPEN SPACE		
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REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE TO THIS SITE.

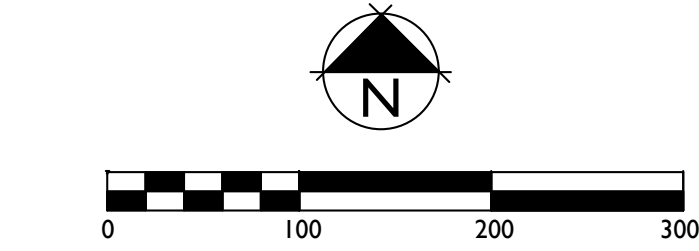
POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 3.7 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 1.4 MI (FRANKLIN FIRE DEPARTMENT)
NEAREST RECREATIONAL FACILITY: 1.5 MI (SOAR ADVENTURE TOWER)

PROJECTED STUDENT POPULATION
245 x 0.64 = 157 STUDENTS

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

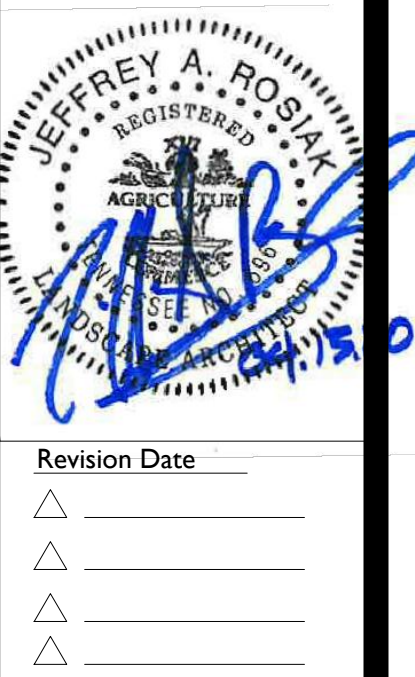
PHASING

DEVELOPMENT	NON-RESIDENTIAL	SF	MULTIFAMILY
OVERALL	RESTAURANT, RETAIL, OFFICE, ETC.	17,820	245
PHASE 1	RESTAURANT	7,900	0
PHASE 2	OFFICE, RETAIL, ETC.	9,920	245

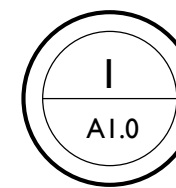


KEY

- PRESERVED CANOPY
- RIPARIAN ZONE 'A'
- RIPARIAN ZONE 'B'
- SLOPES - 14 - 20%
- SLOPES - 20% +
- OPEN SPACE

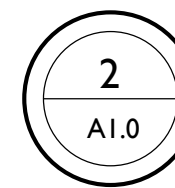


Revision Date	
△	
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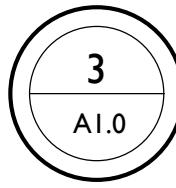
BUILDING 1
ELEVATIONS

N.T.S.



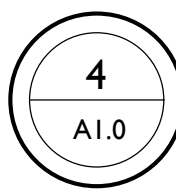
BUILDING 2
ELEVATIONS

N.T.S.



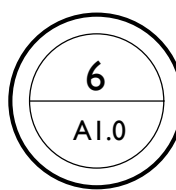
BUILDING 3
ELEVATIONS

N.T.S.



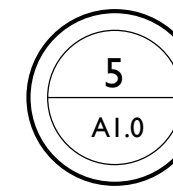
BUILDING 4
ELEVATIONS

N.T.S.



BUILDING 5
ELEVATIONS

N.T.S.



MULTI-FAMILY / MIXED-USE
PERSPECTIVE

N.T.S.

The home elevations shown here are representative of the mixed-use/multifamily homes planned for Vintage at Watson Glen. They are the basis for design review by the City of Franklin at the time of Site Plan Submittal. Based on my professional experience, the plans presented meet or exceed the design standards set forth by the City of Franklin.

Greg Gamble, Registered Landscape Architect.

Revision Date _____
△ _____
△ _____
△ _____
△ _____

From: [Ron Carr](#)
To: [Planning Intake](#)
Subject: Consideration Of Ordinance 2020-10, An Ordinance To Rezone 21.24 Acres
Date: Wednesday, May 27, 2020 5:03:09 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

For item 9 on the next agenda, Consideration Of Ordinance 2020-10, An Ordinance To Rezone 21.24 Acres.

As a resident of Franklin, I would ask that this gets voted No. There is already a considerable amount of traffic on South Royal Oaks Blvd. Changing this to a higher density location will only add more traffic on a road that doesn't appear to be designed to handle the traffic volume.

Thanks,
Ron Carr

From: [ROBERT STUDE](#)
To: [Planning Intake](#)
Subject: Oak Meadow Drive
Date: Wednesday, May 27, 2020 2:29:58 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Turning this area into a high density spot is a horrible idea.

Who is proposing this???

That stretch of Royal Oaks is already a traffic nightmare and the proposal is to add more traffic by putting in apartments or packing in houses on tiny lots??

Please reconsider this "plan".

Robert Stude
170 Generals Way Court
Franklin, TN

From: jimcherrybolles@outlook.com
To: [Planning Intake](#)
Subject: Oak Meadow property rezoning
Date: Wednesday, May 27, 2020 10:52:04 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hello,

As a citizen of Franklin and a member of the South Royal Oaks community, I would respectfully request that you seriously consider not changing the zoning of the land on Oak Meadow Dr across from Somerby and next to Home Depot from commercial to residential. Do we not have enough traffic in Franklin already on South Royal Oaks Blvd? This small piece of wooded land is the only green space left in the South Royal Oaks area. For over 20 years I have enjoyed seeing the various wildlife that lives on this land-- deer, turkeys, ground hogs, red tailed hawks, and the like. It's a good area for wildlife because of the creek that runs through it. I have often wondered why it hasn't been turned into a park or other green space for the citizens of Franklin. Why should we keep allowing people that don't even live here to keep reducing green space to build as many houses or apartment units that they can squeeze onto a property so they can make money off of it? We should have more consideration for the people that live here than we do for some corporation from out of state. Please consider what's best for Franklin residents instead of those trying to profit off of our city. Consider the traffic it would create, the crime it would attract to our neighborhoods, the increased strain on public services, etc. Please do not vote for this zoning change. If something has to be developed on these properties, commercial would have far less impact on the environment and infrastructure and still be profitable for whoever may develop it.

Thank you kindly,

James T. Bolles, DVM
221 Turnbrook Lane
Franklin

From: [Barry Cullen](#)
To: [Planning Intake](#); ["Maribeth Stahl"](#); [Amy Diaz-Barriga](#); [kathy.cullen](#); [Emily Hunter](#)
Subject: OAK MEADOW REVISED DEVELOPMENT PLAN
Date: Thursday, May 28, 2020 3:24:15 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

As requested, below please find a few questions/concerns we have re the subject :

- 1) A few years ago, a similar mixed use development plan was presented to the FMPC and BOMA. That plan was soundly defeated due to concerns over density, traffic congestion issues and the impact to the community pertaining to Off-Site improvements. The revised plan calls for a much greater multi-family density configuration (245 units vs 98 units) resulting in an increase of almost 500 vehicle/day concentrated at peak rush hour times.. In addition, the revised mixed use concept provides for 4400 s.f. of office space adding potentially another 16-20 vehicles/day (parking for the employees/clients of the office tenants is proposed to be curbside along Oak Meadow Dr., which is not conducive to such use).
- 2) The revised plan includes the development of an 10.5 acre public park to be perpetually maintained by the private owners of the Multi- family development. If the intent of the developer is to truly open this designated area to the general public.... Park users (who are not residents of the Multi-family units) will be required to park their vehicles curbside along Oak Meadow Dr.; accessing the park through the parking lot of the apartment complex. Furthermore, the public park plan does NOT provide for the availability of rest room facilities.
- 3) The revised plan identifies a western portion of the site for development of two free standing restaurants. Since S. Royal Oaks Blvd. is a divided highway artery, access to these proposed businesses from S. Royal Oaks will be limited to a "right-in...right-out" configuration. Customers seeking an alternate must ingress/egress through the parking lot allocated for the residents of 245 unit MF portion of the development. If, at some point in the future, the ownership of the MF portion of the project differs from the restaurant portion, the customers from the restaurant businesses may be prohibited from using the MF parking area as an alternate means of ingress/ egress.
- 4) It would be short-sighted to overlook other potential development opportunities, within the immediate area, that are already zoned for development. 100 unit apartment complex adjacent (west) to the US Post Office on Oak Meadow and the 17 acre site behind Home Depot, zoned for 200,000 s.f. of Office/Motel development; together could bring another 1200 vehicles /day to an already over taxed situation. It is unreasonable to expect the current applicant to solve unknown future troubles with his proposal; but for the planning commission to ignore the obvious is unacceptable in addressing planning issues.

CONCLUSION:

Based on the aforementioned detrimental issues, we strongly encourage you to deny the request for re-zoning.

Sincerely;

R. Barry and Kathy A. Cullen

R. Barry Cullen 425 Valley View dr. Franklin, Tn. 37064 615 614 3339 (H-O) 615 351 5269
(C) bcullenrealty@yahoo.com

From: [Eleanor Lee](#)
To: [Planning Intake](#)
Subject: Oak Meadow rezoning
Date: Wednesday, May 27, 2020 11:04:50 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

My family resides in the Forrest Crossing subdivision. We are in strong opposition to rezoning the Oak Meadow property from commercial to residential. Traveling in this area everyday, we can attest that the current infrastructure of the area would not support the proposed high density development. Schools are also overcrowded and not able to support the overdevelopment that is occurring throughout much of Franklin. Current population should be supported before more high density development is added to increase problems. Please consider the voiced concerns of Franklin residents and not just the will of developers.

Thank you for your time and consideration.

From: [John Lawrence](#)
To: [Planning Intake](#)
Subject: Proposed development on Oak Meadow Drive
Date: Wednesday, May 27, 2020 7:16:13 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Board Members:

I am expressing the opinions of my wife and myself against any proposed development of the property on Oak Meadow Drive, across from the Somerby retirement facility. Additionally, we are against any effort to change the zoning of this property from commercial to residential.

As 23-year residents of Riverview Estates, we have witnessed many changes to the surrounding area. Most of the changes have improved the neighborhood. Some have detracted from its beauty and function. The proposed residential complex will add to an already congested traffic flow, creating longer wait times for shopping trips and work commutes. The proximity of the lease-based complex to long-established single-family homes will undoubtedly have an adverse effect on sale prices.

Thank you for your time and attention.

John & Laura Lawrence
834 Countrywood Drive
37064
615 416 4748

From: [Jill Wright](#)
To: [Planning Intake](#)
Subject: Rezone opinion
Date: Wednesday, May 27, 2020 10:47:46 AM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hello,

My husband and I live in Forrest Crossing and do not agree with nor approve this rezoning request as listed below.

RE:

Consideration Of Ordinance 2020-10, An Ordinance To Rezone 21.24 Acres From Regional Commercial(RC-6) And General Office (GO) Districts To Planned (PD 11.35/12,320) District For The Property Located South Of Oak Meadow Drive And East Of South Royal Oaks Boulevard (Vintage At Watson Glen PUD Subdivision). Sponsors:Emily Hunter, Amy Diaz-Barriga, Dianna Tomlin 10. Consideration Of Resolution 2020-47, A Resolution Approving A Development Plan For Vintage At Watson Glen PUD Subdivision, For The Property Located South Of Oak Meadow Drive and East Of South Royal Oaks Boulevard. Sponsors:Emily Hunter, Amy Diaz-Barriga, Dianna Tomlin

Dallas and Jill Wright

From: [Michael Ferraro](#)
To: [Planning Intake](#)
Subject: Rezoning Attempt #2 - Oak Meadow Dr.
Date: Thursday, May 28, 2020 3:43:38 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hello,

My name is Michael Ferraro. I'm a home owner in the area. If changed from commercial to residential zoning, I'd be concerned with the increased traffic in the area. We seem to already have inadequate roadways to support the current housing. I feel like this would just add to the chaos.

Mike Ferraro

From: [Amber Campbell](#)
To: [Planning Intake](#)
Subject: Rezoning Attempt #2 - Oak Meadow Drive nest Somerby & Home Depot
Date: Wednesday, May 27, 2020 9:35:23 AM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hello -

It was brought to my attention about an upcoming planning commission meeting regarding Oak Meadow. See property below.

Re: Rezoning Attempt #2 - Oak Meadow Dr. Planning commission meeting on May 28th includes another request to rezone the property on Oak Meadow across from Somerby and behind Home Depot from Commercial to residential.

I formally oppose this Rezoning as I live in the Riverview subdivision and traffic is already congested along South Royal Oaks and Oak Meadow. My teenager drives those roads as well and more traffic will only cause more congestion and wrecks. I would like my vote and opinion taken into consideration at your planning meeting.

Thank you,
Amber Campbell
Sent from my iPhone

From: [Victoria Shofner](#)
To: [Planning Intake](#)
Subject: Rezoning behind Home Depot off of Royal Oaks
Date: Wednesday, May 27, 2020 11:22:38 AM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Good morning, I am a resident of Franklin that lives in the Dallas Downs neighborhood. The traffic going down Royal Oak is already abysmal. Adding a high density residential area would only compound the issue. Mack Hatcher is only two-laned on that side of Franklin also and traffic already backs up from Royal Oaks to Lewisburg Pike because of that congestion. Please rethink allowing higher density use of that parcel until the existing roads can handle said population.

Sincerely,
Victoria R. Shofner
181 Middleboro Circle
Franklin, TN 37064

Sent from my iPhone

From: [Jeremy Paisley](#)
To: [Planning Intake](#)
Subject: Rezoning Oak Meadows
Date: Wednesday, May 27, 2020 11:46:26 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Dear Representatives,

I am writing in concern over the development proposal for high density development at Oak Meadows. While I understand progress is important for our area, we also need to understand the complications concerning the development. What are the design, rated, and operational capacities for Franklin/Williamson Schools? The current situation with COVID-19 will impact schools significantly and continued development may hinder school functionality. With current budget constraints it might be in the best interest to hold off on high density residential areas until we understand the results of the current outbreak. I understand there appears to be a low student to teacher ratio but those figures include all licensed staff and may be misleading to those outside the educational setting. There are also concerns over traffic flow on Highway 96 and the I-65 interchange. More development will create longer commutes and increased congestion in the surrounding areas. Thank you for hearing the residents of our community; we hope this development proposal and all future development proposals are examined closely to avoid regression.

From: [Anne Marie Angel](#)
To: [Planning Intake](#)
Subject: Rezoning of Oak Meadow property
Date: Wednesday, May 27, 2020 3:12:44 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

To whom it may concern:

Re: Consideration Of Ordinance 2020-10, An Ordinance To Rezone 21.24 Acres From Regional Commercial(RC-6) And General Office (GO) Districts To Planned (PD 11.35/12,320) District For The Property Located South Of Oak Meadow Drive And East Of South Royal Oaks Boulevard (Vintage At Watson Glen PUD Subdivision). Sponsors:Emily Hunter, Amy Diaz-Barriga, Dianna Tomlin 10. Consideration Of Resolution 2020-47, A Resolution Approving A Development Plan For Vintage At Watson Glen PUD Subdivision, For The Property Located South Of Oak Meadow Drive and East Of South Royal Oaks Boulevard. Sponsors:Emily Hunter, Amy Diaz-Barriga, Dianna Tomlin

Please DO NOT rezone the Oak Meadow property for combined commercial/ residential to add apartments to the area. The Royal Oaks area is already a heavy traffic area. The local public schools are not equipped to handle the extra students, as Williamson County Schools are in high demand. And due to the Coronavirus pandemic we do not need more congestion in an already densely populated area.

I live on Royal Oaks Blvd and the volume of traffic is constantly increasing. Adding yet another apartment complex will only add to the congestion and pollution of the area. Please take these things into consideration and do not rezone.

Respectfully yours,

Pam Angel
179 Royal Oaks Blvd
[Franklin, TN 37067](#)

Sent from my iPhone
Sent from my iPhone

From: [Lorey, Shelly L](#)
To: [Planning Intake](#)
Subject: Rezoning request of the Oak Meadow Properties
Date: Wednesday, May 27, 2020 4:53:23 PM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Good Evening,

I thought we had already addressed this 2 years ago so I'm surprised to see this come up again. With the small signs hidden in plain sight it feels as though the plan is to slip this through hoping the residents this will effect won't notice.

We don't have the capacity to handle the traffic we have now in this corridor let alone all the additional cars a subdivision or apartments will bring. Our schools this will effect are also at capacity.

The owner of this land knew it was zoned commercial when he bought it and it should remain that way.

Please do not rezone this property, and please don't let them continually try to find a way to push this through at a time when the public can not address it properly as we were not informed with time to prepare.

Sincerely,

Shelly Lorey
Lab Manager - Tansey Lab
Vanderbilt University
4148 MRB3
465 21st Ave. S.
Nashville, TN 37240
615-343-4261

From: [Jason Mackey](#)
To: [Planning Intake](#)
Subject: South Royal Oaks Proposed Rezone
Date: Wednesday, May 27, 2020 9:07:13 AM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Thank you for listening to my comment. Please vote against the rezoning to mixed use on South Royal Oaks. The proposal will dramatically increase traffic on Hwy 96, which is already ridiculous, and South Royal Oaks. We don't need more retail space. We don't need more restaurants. There is already much more than enough of that in the area. What we need more of is beautiful green space. The appeal of Franklin is it's rural landscapes. Please don't take ours away and replace it with a bunch of concrete, brick and pavement.

Thanks again for listening to my opinion.

Jason Mackey
615.586.3045



File #: 20-0719

DATE: May 11, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Lisa Clayton, Director of Parks
Alyssa Dillon, Research & Planning Specialist

SUBJECT:

Consideration Of COF Contract No. 2020-0123 Parkland Construction And Dedication Agreement Between The City Of Franklin And Franklin Capital Investment, LLC For The Property Known As Vintage at Watson Glen PUD.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a parkland impact fee and construction agreement for the property known as Vintage at Watson Glen PUD.

BACKGROUND/STAFF COMMENTS:

Franklin Capital Investment LLC is in the process of developing two hundred forty-five (245) multifamily homes on the property known as Vintage at Watson Glen PUD located in Parkland Quadrant Two (2). Parkland Impact Fees and Parkland Dedication requirements are set forth in the City's Parkland Dedication (Ordinance 2016-25 Franklin Municipal Code). The Parkland Impact Fee per dwelling unit is established Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00). The Total Parkland Impact Fee assessed for Vintage Oak Meadow is One Million Fifty-Four Thousand Four Hundred Eighty and 00/100 Dollars (\$1,054,480.00). Franklin Capital Investment LLC intends to develop certain private parkland amenities such as pedestrian areas, a dog park facility, and pool area to receive off-sets as set forth in the Parkland Ordinance.

FINANCIAL IMPACT:

Franklin Capital Investment LLC will pay City One Million Fifty-Four Thousand Four Hundred Eighty and 00/100 (\$1,054,480.00) at the recording of the first final plat.

The estimated off-set is One Hundred Forty-Seven Thousand Sixty-Six and 00/100 (\$147,066.00), or Twenty Five Percent (25%) of the total cost of the improvement upon submission and approval of the supporting documentation. The remaining Seventy-Five Percent (75%) or Seven Hundred Ninety Thousand Eight Hundred Sixty and 00/100 (\$790,860.00), will be used on community type park improvements in Quadrant Two (2).

RECOMMENDATION:

Staff recommends approval of COF Contract No. 2020-0123.

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

**PARKLAND CONSTRUCTION AND DEDICATION AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND FRANKLIN CAPITAL INVESTMENT, LLC, FOR THE PROPERTY KNOWN AS
VINTAGE AT WATSON GLEN PUD**

COF CONTRACT NO. 2020-0123

PARKLAND CONSTRUCTION AND DEDICATION AGREEMENT, (this "Agreement"), made and entered into this _____ day of _____ 2020 by and between THE CITY OF FRANKLIN, TENNESSEE ("City") and Franklin Capital Investment, LLC (hereinafter "FCI") pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code, and FCI, as owner of Vintage at Watson Glen PUD Subdivision located in Franklin, Tennessee, as more particularly described in Exhibit 'A' attached hereto,

WITNESSETH:

WHEREAS, FCI is in the process of developing Map 79 Parcels 88 and 101.2 (the "Development Project"), consisting of restaurants, office, and 245 multifamily homes all as more particularly shown on Exhibit 'A' and

WHEREAS, FCI, intends to develop or cause the development of private parkland amenities consisting of a swimming pool, a pool deck, furnishings, open air pavilions, passive sitting areas, all as more particularly shown and described on Exhibit 'B' and Exhibit 'C' attached hereto; and

WHEREAS, FCI, intends to develop or cause the development of private parkland amenities open to the public (hereinafter, "Private for Public Parkland Project") consisting of walking trails, benches, disc golf, and open space park, all as more particularly shown and described on Exhibit 'B' and Exhibit 'C,' attached hereto; and

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

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

WHEREAS, the total Parkland Impact fee for FCI is a total of One Million Fifty-Four Thousand Four Hundred Eight and 00/100 Dollars (\$1,054,480.00), and shall be paid at the final plat or issuance of the first building permit, whichever comes first; and

WHEREAS, FCI has requested to offset a portion of the costs of construction of Private Park Amenities not open to the Public; and

WHEREAS, FCI has agreed to construct and dedicate to the City the Public Parkland Project located along the southern property boundary and within the mixed-use development of Vintage at Watson Glen PUD, as approved by the City of Franklin, all as shown and described on Exhibit A attached here to; and

WHEREAS, Twenty-five percent (25%) of the total Parkland Impact fee shall not be available for reimbursement; and

WHEREAS, FCI has agreed to construct the Public Parkland Project as illustrated on Exhibit 'B' and Exhibit 'C' 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, any and all improvements located on public and/or privately-owned property as illustrated in the approved Exhibit 'B' and Exhibit 'C' shall not be altered, expanded, or in any way modified in any material way from the level, 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); and

WHEREAS, any approved fixed structures associated with the public or private parks, which may include fencing, benches, off-street parking, signage, etc., as illustrated on Exhibit 'B' and Exhibit 'C' and further detailed on the approved construction drawings on file with the City of Franklin Parks Department that may be located in the private open space shall not be altered, expanded, or in any way modified in any material way by FCI with respect to the nature and intensity of its use without the 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. FCI and City agree that FCI shall be eligible and shall receive an offset of applicable Parkland Impact Fees as hereafter set forth for the Private System and associated improvements as illustrated in Exhibit B, and as allowed under Title 25, Chapter 4 of the City of Franklin Municipal Code.
3. Private Amenities: The total estimated cost of design, and the cost of labor, equipment, supplies, and materials used to construct the private park improvement as itemized in attached Exhibit 'D' is Five Hundred Eighty-Eight Thousand Two Hundred Sixty-Five and 00/100 Dollars (\$588,265.00) and the estimated total offset available to FCI is One Hundred Forty-Seven Thousand Sixty-Six and 00/100 Dollars (\$147,066.00), or 25% of the total cost of the improvement, upon submittal and approval of the supporting documentation. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the development.
4. Public Parkland Project: The total estimated cost of land and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to construct the Public Parkland Project, is Seven Hundred Fifty-Five Thousand Four Hundred Thirteen and 00/100 Dollars (\$755,413.00) as more particularly described in Exhibit D, and the estimated total offset available to FCI is an identical amount upon submittal and approval of supporting documentation. The following costs are specifically excluded and are 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. Pursuant to Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does and shall not exceed the total Parkland Impact Fees due for the Development Project.
6. FCI shall be responsible for the maintenance of all private amenities and Public Parkland Project areas.
7. FCI 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 relocating or protecting public utilities.
8. Organized Events. Events require a Special Event Permit which may be obtained through the Franklin Parks Department. No entity shall sponsor, host or organize an event on the public trail without prior approval of the Special Event Permit.
9. All improvements, uses, and activities shall comply with the policies established by the City of Franklin Zoning Ordinance and Municipal Code with the terms and conditions of this Agreement.
10. Upon completion and prior to acceptance of the Private Park and Public Parkland Project improvements, FCI will provide reasonable documentation for all such cost and provide notarized release of liens.
11. The permission granted by this Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
12. This Agreement is non-transferable to the successors or assigns of FCI unless the successor assumes the same obligations of FCI in writing. Such assignment shall be provided to the City within fifteen (15) days after the transfer of the Development Project. Upon assignment, FCI shall be relieved from any and all further liability under this Agreement, including, without limitation, pursuant to Section 18 hereof.
13. The City and Association agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
14. Applicable Law/Choice Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
15. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

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

In the case of the City:

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

In the case of FCI:

FCI, LLC
Attn: Bob Goodall
393 Maple Street
Gallatin, TN 37066

16. 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, Franklin, TN. Upon completion of this Agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.
17. This Agreement constitutes the entire agreement between parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**

No member, Mayor, Alderman, official, or employee of the City shall be personally liable to FCI 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 Association or successor or on any obligations hereunder; provided, however, the City shall remain liable to FCI for its gross negligence and willful misconduct. The City shall only look to FCI and the Development Project for the enforcement of FCI obligations hereunder. None of the trustees, officers, directors, employees, members, owners, partners or shareholders of FCI or any direct or indirect owner of FCI shall have any personal liability for any of the liability or obligations of FCI 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 FCI to limit its liability shall be void and unenforceable.

3. **Severability.**

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

[Signature pages follow next]

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

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

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Eric S. Stuckey, City Administrator

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

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

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
Maricruz R. Fincher, Staff Attorney

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

Franklin Capital Investment, LLC,
a Tennessee limited liability company

By: 

Name: Robert Goodall

Title: President

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 June 1, 2020, before me, Mary Webb Nolan,
Notary Public, personally appeared Robert Goodall 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.

Mary Webb Nolan (seal)
Signature

My Commission Expires: 7/21/2020



Vintage at Watson Glen PUD Subdivision Parkland Dedication Franklin, TN

COF Contract No. 2020-0123
Exhibit A

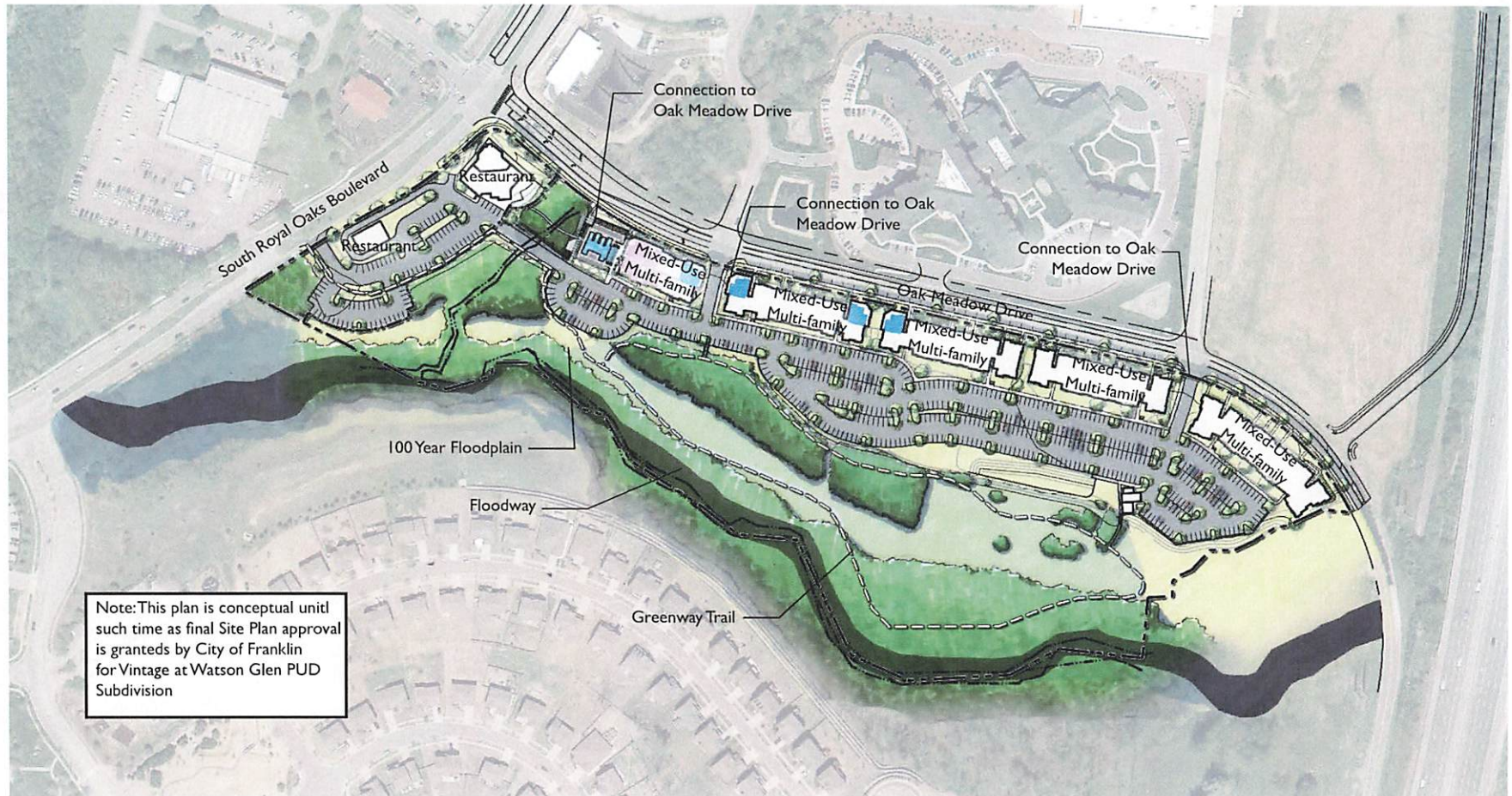


Exhibit 'A' Overall Masterplan

Vintage at Watson Glen PUD Subdivision
Parkland Dedication
Franklin, TN

COF Contract No. 2020-0123
Exhibit B



Amenity Area

Exhibit 'B' Private Amenity

Vintage at Watson Glen PUD Subdivision Parkland Dedication

Franklin, TN

COF Contract No. 2020-0123
Exhibit C



Exhibit 'C' Public Park

Exhibit D

COF Contract No. 2020-0123
Exhibit D

Vintage Franklin - Parkland Dedication Estimate

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

Public Estimates

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

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

Private Estimates

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



File #: 20-0735

DATE: May 13, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of Draft COF Contract No. 2020-0133, Vintage Oak Meadow Road Impact Fee Agreement Between The City Of Franklin And Franklin Investments Holding, LLC.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2020-0133.

BACKGROUND/STAFF COMMENTS:

As part of the Vintage Watson Glen PUD Subdivision Development Plan submittal, the Developer was required to submit a Traffic Impact Analysis. This analysis concluded the following offsite improvements were needed to maintain adequate levels of service in the study area:

1. Vintage Watson Glen shall be responsible for the following improvements:
 1. Lengthen the westbound turn bays at Royal Oaks Boulevard and Highway 96.
 2. Construct triple northbound right turns at Royal Oaks Boulevard and Highway 96.
 3. Extend the northbound turn lanes to Riverside Drive at Royal Oaks Boulevard and Highway 96.
 4. The closure of the median on Royal Oaks Boulevard at Rand Place Access.
 5. The partial closure of the median on Royal Oaks Boulevard at Watson Glen Access.
2. The Commercial Property in Exhibit A was also included in the Traffic Impact Analysis. It is not a part of this Development Plan but will be developed by the same ownership group. The Commercial Property shall be responsible for installation of a median on Highway 96 from Royal Oaks Boulevard to I-65.

FINANCIAL IMPACT:

ELIGIBLE ARTERIAL ROAD IMPACT FEE REIMBURSEMENT.

The total eligible costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above Vintage Watson Glen arterial roadway Improvements is Eight Hundred Fifty Two Thousand Nine Hundred Fifty Eight and No/100 Dollars (\$852,958.00) for the Development Project and the total reimbursement to the Developer is estimated to be Eight Hundred Fifty Two Thousand Nine Hundred Fifty Eight and No/100 Dollars (\$852,958.00). At no time shall reimbursement exceed the arterial impact fees collected as part of the Development Project

The total eligible costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above Commercial Property arterial roadway Improvements is Eight Hundred Eighty Three Thousand Seven Hundred Forty Four and No/100 Dollars (\$883,744.00) for the Development Project and the total reimbursement to the Developer is estimated to be Eight Hundred Eighty Three Thousand Seven Hundred Forty Four and No/100 Dollars (\$883,744.00). At no time shall reimbursement exceed the arterial impact fees collected as part of the Development Project

RECOMMENDATION:

Staff recommends approval of Contract No. COF 2020-0133.

**ROAD IMPACT FEE REIMBURSEMENT AGREEMENT FOR VINTAGE AT WATSON GLEN PUD SUBDIVISION
COF CONTRACT NO. 2020-0133**

This agreement ("Agreement") is entered into between The City of Franklin, Tennessee ("City") and Franklin Capital Investment, LLC, ("Developer"), on this the _____ day of _____, 20____, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code ("FMC").

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Vintage at Watson Glen PUD Subdivision Development Plan COF Project #7247, (the "Development Project"); and

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

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

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

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

1. PURPOSE. The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the provision of reimbursement of arterial road impact fees pursuant to the FMC.

2. TERM. This Agreement shall become effective on the date it is fully executed and shall continue until the parties have fulfilled all obligations provided hereunder or until the agreement is terminated as provided herein. Understanding the large financial investment each party is making, this Agreement shall only be terminated for convenience upon written agreement of the parties.

3. PROJECT. The Developer has submitted reliable information related to the costs of construction of the following Improvements:

1. Lengthen the westbound turn bays at Royal Oaks and Highway 96
2. Construct triple northbound right turns at Royal Oaks Boulevard and Highway 96
3. Extend the northbound turn lanes to Riverside Drive at the Royal Oaks Boulevard and Highway 96.
4. The closure of the median on Royal Oaks Boulevard at Rand Place Median Access.
5. The partial closure of the median on Royal Oaks Boulevard at Watson Glen Access.

4. ELIGIBLE ARTERIAL ROAD IMPACT FEE REIMBURSEMENT. The total eligible costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above arterial roadway Improvements is **Eight Hundred Fifty-Two Thousand Nine Hundred Fifty-Eight and No/100 Dollars (\$852,958.00)** for the Development Project and the total reimbursement to the Developer is estimated to

be **Eight Hundred Fifty-Two Thousand Nine Hundred Fifty-Eight and No/100 Dollars (\$852,958.00)**. At no time shall reimbursement exceed the arterial impact fees collected as part of the Development Project.

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

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

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

8. ON-SITE RIGHT-OF-WAY AND EASEMENT DEDICATION. The reimbursement value of on-site right-of-way shall be based on the fair market value of the land at the date of application for the development approval for which the condition of dedication was imposed. The value of right-of-way is hereby established as **\$20.00 per SF**, and all other necessary temporary slope, temporary construction, access easements, and utility easements shall be dedicated at no cost to the City.

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

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

10. Reimbursement and Final Acceptance.

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

- d. Prior to final reimbursement and City acceptance of off-site Improvements, the Developer shall coordinate final inspections with the City and obtain letters of acceptance from the Street Department or City Engineer.
- e. The following costs are specifically excluded from reimbursement: fiscal cost, including interest of money borrowed to finance the construction, cost for utility relocations, landscaping, internal management fees and turn lanes / signal improvements that benefit solely the Development Project and not the arterial and/or collector roadway.

11. INDEMNIFICATION.

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

13. MISCELLANEOUS.

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

- d. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.
- e. Assignment. The rights and obligations of this Agreement are not assignable without prior written consent of the City.
- f. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- g. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

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

Approved by the Franklin Board of Mayor and Aldermen on _____, 20__.

WITNESS our hands on the dates as indicated.

DEVELOPER

Franklin Capital Investment, LLC by:

Print Name: _____

Title: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

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

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

Notary Public
My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____

DR. KEN MOORE
Mayor

Date: _____

By: _____

ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared DR. KEN MOORE and ERIC S. STUCKEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

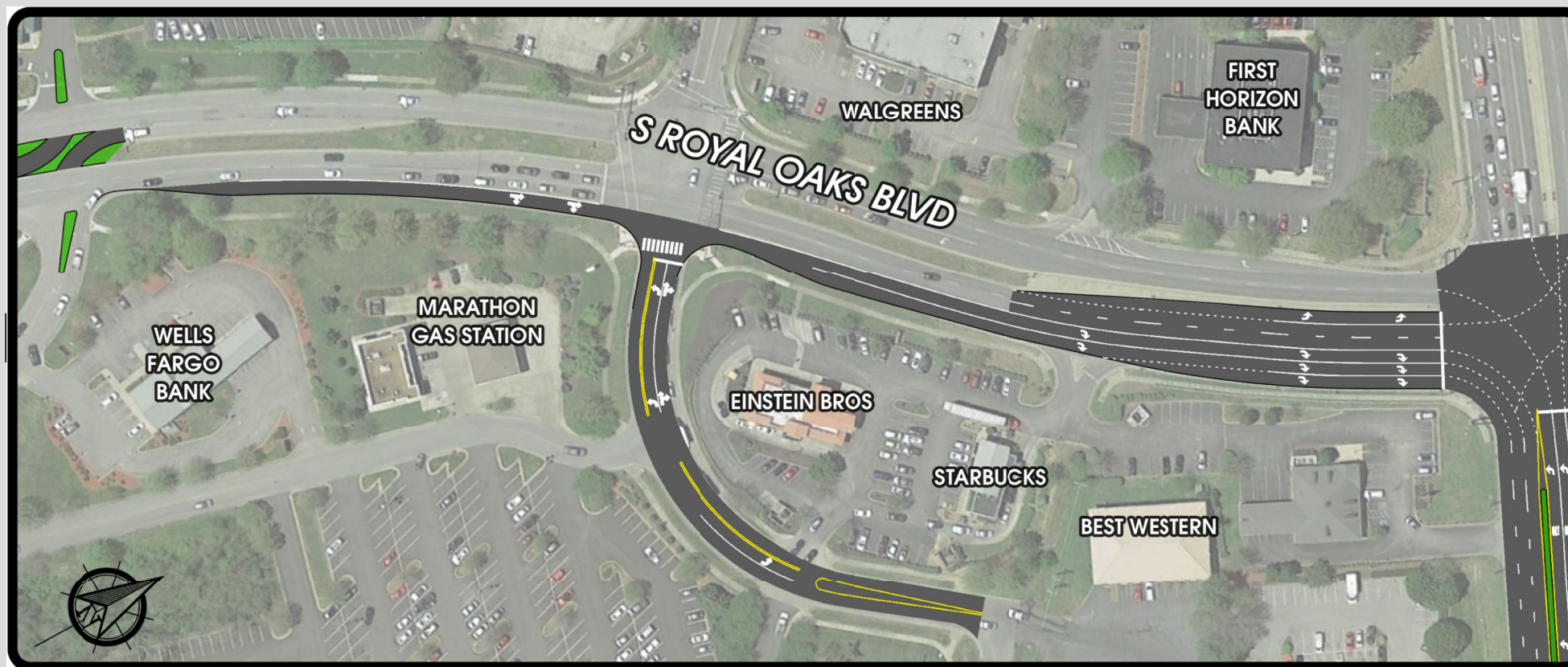
Witness my hand and seal this ____ day of _____, 20____.

Notary Public
My Commission Expires: _____

Approved as to form by:

Maricruz R. Fincher, Staff Attorney

Critical Intersection Analysis – Recommended Improvements



S ROYAL OAKS BLVD AT HWY 96 IMPROVEMENTS - PROPOSED

BUILD-OUT SCENARIOS:

- LENGTHEN WESTBOUND TURN BAYS @ ROYAL OAKS
- CLOSE MEDIAN TO HELP CAPACITY AND IMPROVE SAFETY
- TRIPLE RIGHTS NORTHBOUND
- EXTEND NORTHBOUND RIGHT TURN LANE

Critical Intersection Analysis – Recommended Improvements



S ROYAL OAKS BLVD ACCESS IMPROVEMENTS - PROPOSED

BUILD-OUT SCENARIOS:

- CLOSE RAND PLACE MEDIAN ACCESS:
 - ACCOMMODATES LONGER SOUTHBOUND LEFT TURN LANE STORAGE @ OAK MEADOW DR
 - IMPROVES LEVEL OF SERVICE
- WATSON GLEN/PUBLIX MEDIAN ACCESS RESTRICTION:
 - LEFTS STILL ALLOWED INTO BUSINESS ACCESS DRIVES
 - UTILIZE INTERNAL CIRCULATION OR SERVICE ROADS TO GET TO OAK MEADOW OR CENTER POINT/RIVERSIDE SIGNALS
- EXTEND SOUTHBOUND LEFT TURN LANE FOR DEVELOPMENT AT OAK MEADOW
- OAK MEADOW SPEED TO 30MPH



File #: 20-0659

DATE: May 22, 2020
TO: Franklin Municipal Planning Commission
FROM: Emily Hunter, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

*Consideration Of Ordinance 2020-11, An Ordinance To Rezone 49.93 Acres From Regional Commerce 12 (RC-12) District To Planned (PD 32.5/1,110,300 SF/605 Keys) District For The Property Located North Of Meridian Boulevard And West Of Carothers Parkway, Located At 9009 Carothers Parkway (East Works District PUD Subdivision). Establishing A Public Hearing For July 14, 2020. FIRST OF THREE READINGS
FMPC 5/28/20, 8-0-1

PURPOSE:

Project Information

COF Project Number: 7238

Applicant: Scotty Bernick, Ragan Smith

Owner: LCFRE Nashville Carothers LP

BACKGROUND/STAFF COMMENTS:

The applicant is requesting to rezone the property from Regional Commerce 12 (RC12) District to Planned (PD 32.5/1,110,300/605) District to accommodate the proposed East Works District PUD Subdivision. The East Works District PUD Development Plan has been submitted concurrently with this rezoning request.

The Envision Franklin Land Use Plan places this parcel into the Regional Commerce Design Concept. Envision Franklin states that this design concept, "contains high-intensity activity centers that attract large numbers of people and employers from both within and outside the City. These areas include major employment and revenue generators that are valuable community resources." Envision Franklin also states that, "New developments should have integrated designs with coordinated access, amenities, and cohesive architecture that fits within the context of the corridor."

The existing lot contains a large office building surrounded by surface parking lots. The proposed rezoning to PD is appropriate to achieve the recommendations of the Regional Commerce Design Concept as outlined in the Envision Franklin Land Use plan and allow for the applicant to create a cohesive, integrated development that is pedestrian-oriented.

PROCEDURAL REQUIREMENTS:

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

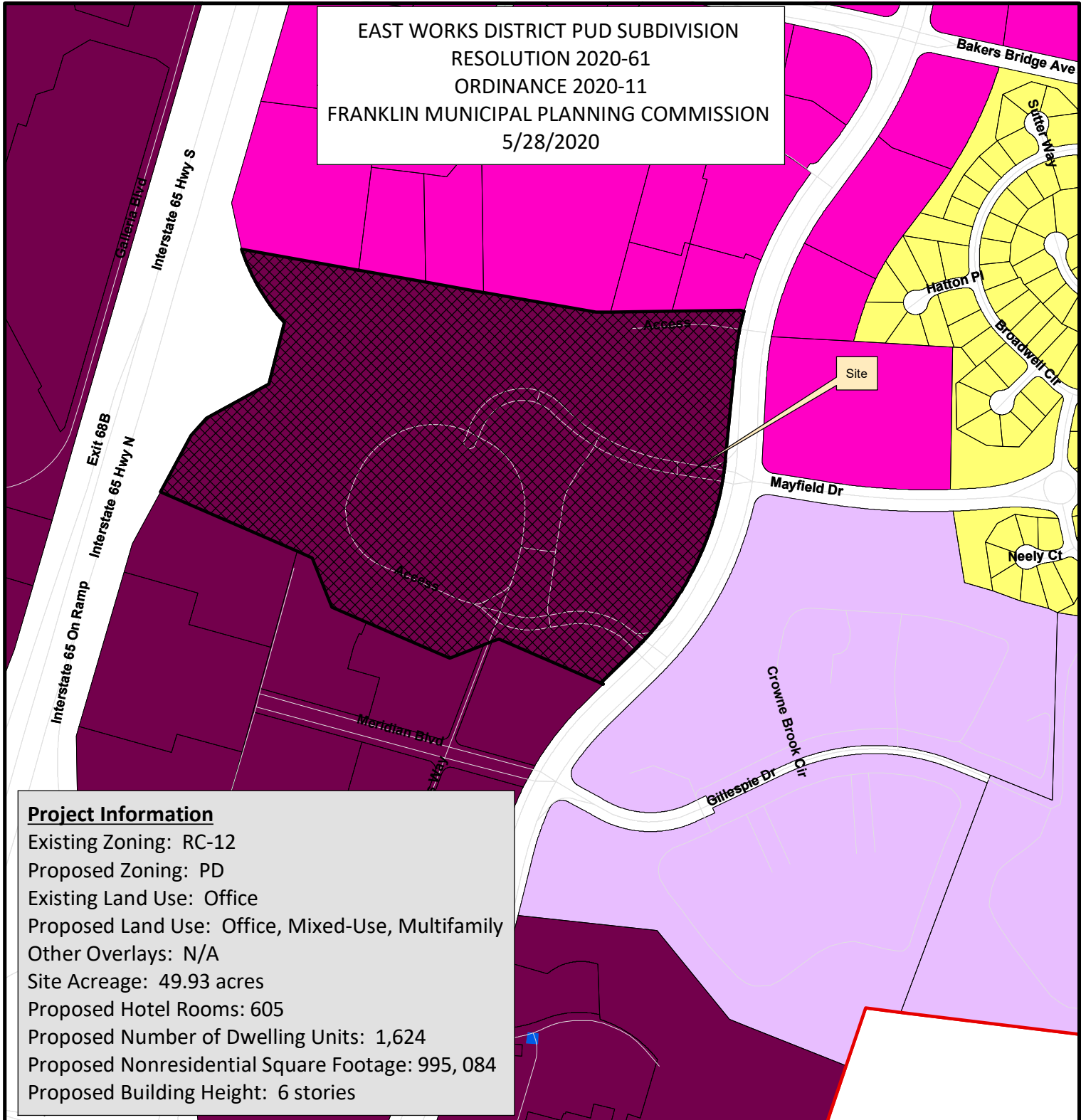
FINANCIAL IMPACT:

There is no direct financial impact to the City related to the proposed rezoning.

RECOMMENDATION:

Staff recommends approval of Ordinance 2020-11.

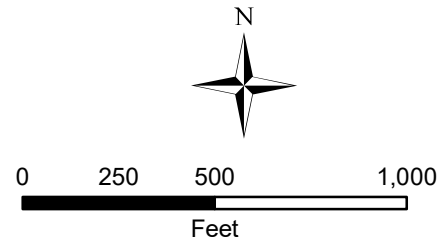
EAST WORKS DISTRICT PUD SUBDIVISION
 RESOLUTION 2020-61
 ORDINANCE 2020-11
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 5/28/2020



Project Information

Existing Zoning: RC-12
 Proposed Zoning: PD
 Existing Land Use: Office
 Proposed Land Use: Office, Mixed-Use, Multifamily
 Other Overlays: N/A
 Site Acreage: 49.93 acres
 Proposed Hotel Rooms: 605
 Proposed Number of Dwelling Units: 1,624
 Proposed Nonresidential Square Footage: 995, 084
 Proposed Building Height: 6 stories

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



This map was created by the Franklin Planning Department. It was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials (c) copyright 2018. All rights reserved.

ORDINANCE 2020-11

AN ORDINANCE TO REZONE 49.93 ACRES FROM REGIONAL COMMERCE 12 (RC-12) DISTRICT TO PLANNED (PD 32.5/1,110,300 SF/605 KEYS) DISTRICT FOR THE PROPERTY LOCATED NORTH OF MERIDIAN BOULEVARD AND WEST OF CAROTHERS PARKWAY, LOCATED AT 9009 CAROTHERS PARKWAY (EAST WORKS DISTRICT PUD).

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

WHEREAS, the Planned District (PD) 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 2020-61, approving a Planned Unit Development (PUD) 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 **Regional Commerce-12 (RC-12)** District to **Planned (PD 32.5/1,110,300 SF/605 Keys)** District:

PREMISES CONSIDERED	
Map-Parcel	Acres
53-142.00	49.93
Total	49.93

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.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley

City Attorney

PLANNING COMMISSION RECOMMENDED:

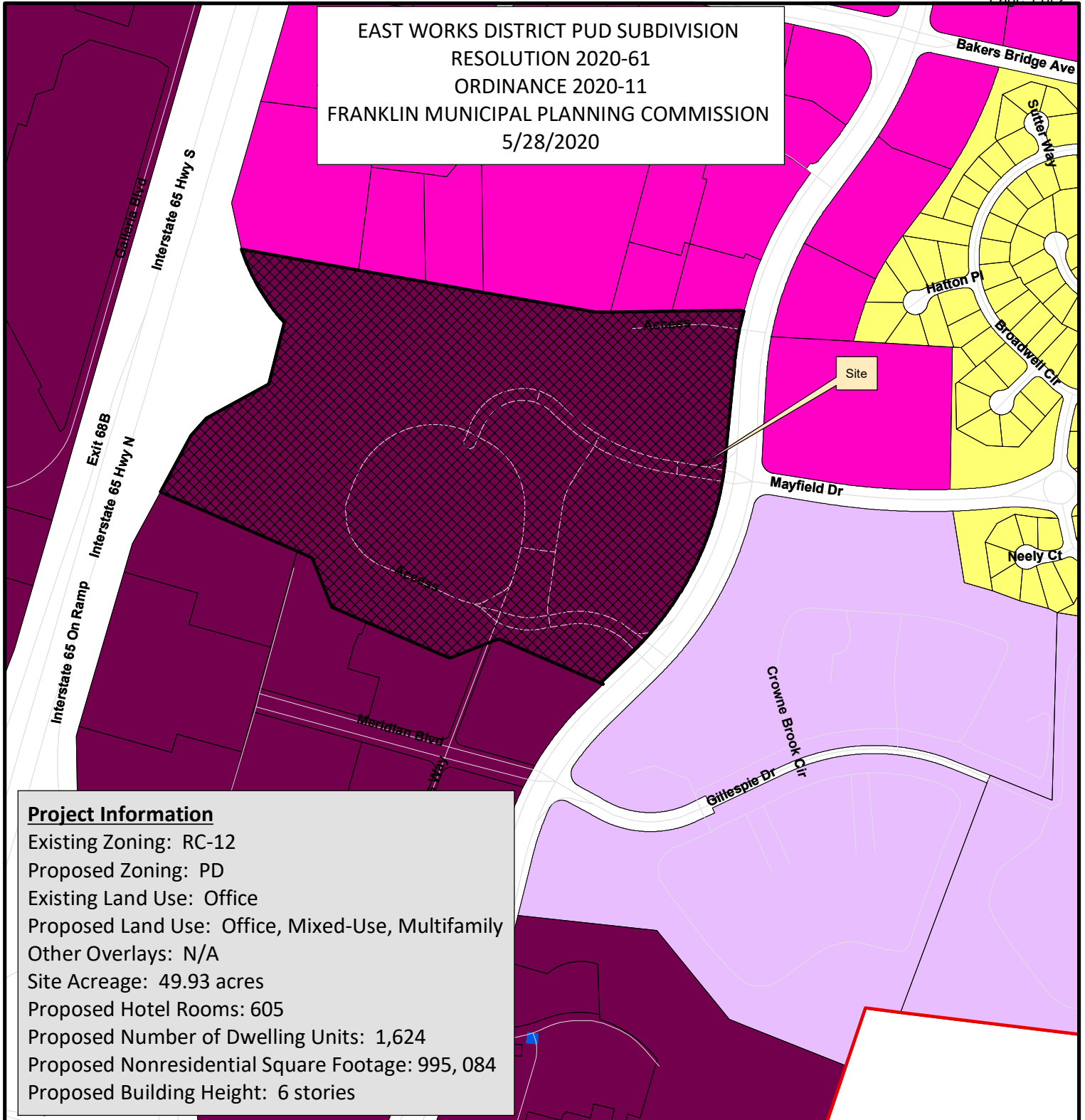
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

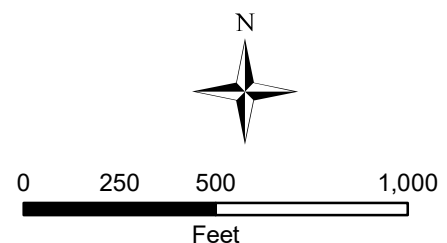
EAST WORKS DISTRICT PUD SUBDIVISION
RESOLUTION 2020-61
ORDINANCE 2020-11
FRANKLIN MUNICIPAL PLANNING COMMISSION
5/28/2020



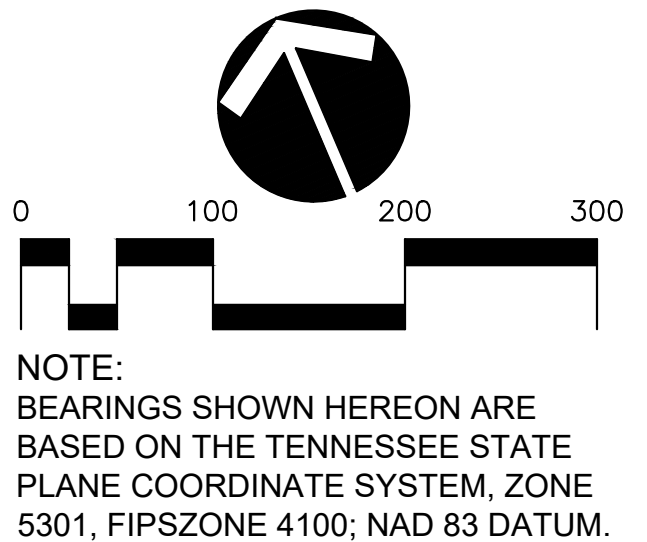
Project Information

Existing Zoning: RC-12
Proposed Zoning: PD
Existing Land Use: Office
Proposed Land Use: Office, Mixed-Use, Multifamily
Other Overlays: N/A
Site Acreage: 49.93 acres
Proposed Hotel Rooms: 605
Proposed Number of Dwelling Units: 1,624
Proposed Nonresidential Square Footage: 995, 084
Proposed Building Height: 6 stories

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

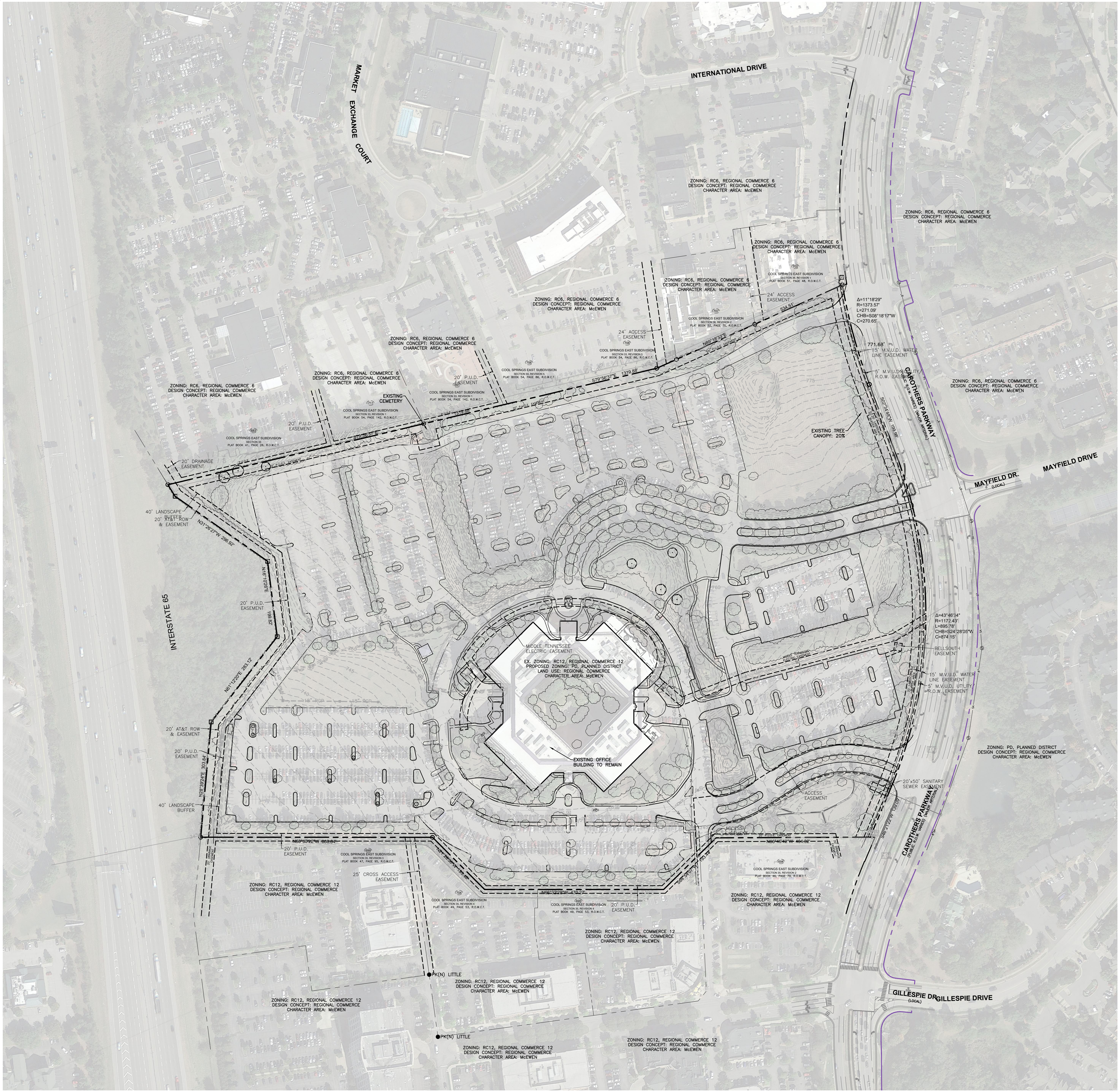


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The City is not responsible for any errors or omissions contained herein.
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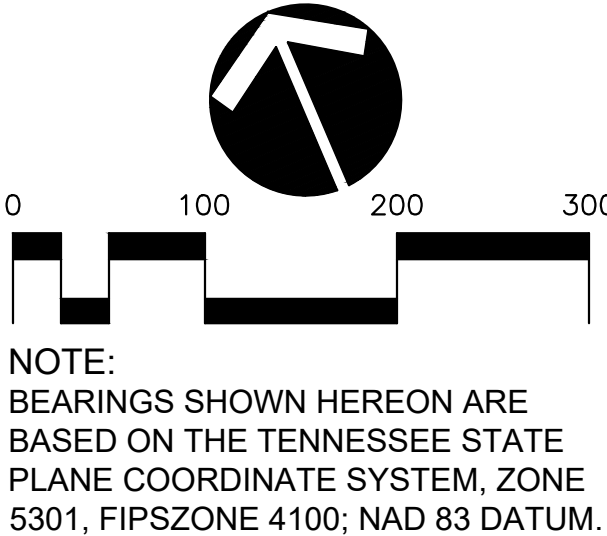
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

C1.0



SITE DATA	
SITE INFORMATION	
Project Name	East Works District
Project #	---
Subdivision	Cool Springs East, Section One, Rev. One
Lot	5
Civil District	Eighth
Address	9009 Carothers Parkway
	Franklin, Williamson County
Map / Parcel	053 / 142.00
Acreage / Square Footage of Site	49.929 Ac. / 2,174,907± S.F.
EXISTING TREE CANOPY	
Existing Tree Canopy S.F.	434,982 S.F.
Existing Tree Canopy Ac.	9.98 Ac.
Existing Tree Canopy %	20%
ZONING INFORMATION	
Existing Zoning	RC12 (Regional Commerce 12)
Proposed Zoning	PD (Planned District)
Overlay Zoning	N/A
Design Concept	Regional Commerce
SURVEY INFORMATION	
Boundary and topographic information taken from a survey prepared by Ragan-Smith Associates dated 12/18/2015.	
FLOOD INFORMATION	
By scaled map location and graphic plotting only, this property lies within flood Zone "X", as designated on current Federal Emergency Management Agency Map No. 47187C0208F, with an effective date of September 29, 2006, which makes up a part of the National Flood Insurance Administration Report; Community No. 470206; Panel No. 0208, Suffix F, which is the current flood insurance rate map for the community in which said premises is situated. Said map defines Zone "X" under "Other Areas" as areas determined to be outside the 0.2% annual chance floodplain.	
MINERAL RIGHTS INFORMATION	
At the present time, property title reference does not reflect any mineral rights on the subject property.	

LEGEND		
	IRON ROD (OLD)	
	WATER METER	
	CATCH BASIN	
	STORM MANHOLE	
	SANITARY SEWER MANHOLE	
	SEWER CLEAN-OUT	
	SEWER VALVE	
	LIGHT STANDARD	
	ELECTRIC BOX	
	HANDICAPPED PARKING	
	SIGN	
		R.O.W.C.T.



NOTE:
BEARINGS SHOWN HEREON ARE
BASED ON THE TENNESSEE STATE
PLANE COORDINATE SYSTEM, ZONE
5301, FIPSZONE 4100; NAD 83 DATUM.

CITY OF FRANKLIN # _____

EAST WORKS DISTRICT

FOR
MarketStreet™
ENTERPRISES

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

WK. ORDER	12067	0362	DESIGNED:	S. BERNICK	DRAWN:	K. CHOI	SCALE:	1" = 100'	DATE:	APRIL 13, 2020	REVISIONS
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REZONING PLAN

C1.0

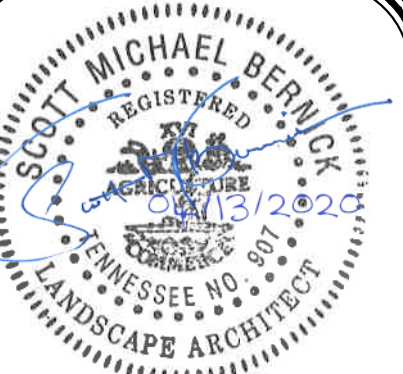
RAGAN•SMITH

LAND PLANNERS • CIVIL ENGINEERS
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CHATTANOOGA
NASHVILLE
200 MARKET STREET
CHATTANOOGA, TN 37402
(615) 244-4891
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T•P•U•D•C

THE PROFESSIONAL
URBAN DESIGN CENTER





File #: 20-0660

DATE: May 22, 2020
TO: Franklin Municipal Planning Commission
FROM: Emily Hunter, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Resolution 2020-61, A Resolution Approving A Development Plan For The East Works District PUD Subdivision With 7 Modifications Of Development Standards, Relative To Multifamily Building Entrances And Signage Standards, For The Property Located North Of Meridian Boulevard And West Of Carothers Parkway, Located At 9009 Carothers Parkway. Establishing A Public Hearing For July 14, 2020.

FMPC 5/28/20, 8-0-1

MOS1-approve 6-2-1

MOS2-approve 6-2-1

MOS3-approve 8-0-1

MOS4-disapprove 7-1-1

MOS5-approve at 4.5 SF externally lit only 8-0-1

MOS6-approve with conditions 8-0-1

MOS7-approve with conditions 8-0-1

PURPOSE:

Project Information

COF Project Number: 7239

Applicant: Scotty Bernick, Ragan Smith

Owner: LCFRE Nashville Carothers LP

BACKGROUND/STAFF COMMENTS:

The applicant has submitted a development plan for the construction of the East Works District PUD Subdivision, a multi-phase, mixed-use development located at 9009 Carothers Parkway. The applicant is proposing approximately 1,600 dwelling units consisting of multifamily and attached residential units, approximately 1,000,000 square feet of existing and proposed commercial space, and 605 hotel keys for site that is comprised of 49.96 acres. The parcel is located within the Regional Commercial Design Concept as outlined in the Envision Franklin Land Use Plan.

For the Regional Commerce Design Concept, Envision Franklin states, "Higher-intensity uses should be located closer to major thoroughfares," the proposed location between Carothers Parkway and Interstate-65 is appropriate for vehicular access to the site. The applicants are keenly aware of the potential for transit capabilities and a formal transit stop will be incorporated into the development at

the site plan level.

Envision Franklin states, "Buildings should be arranged on sites so that they help to frame and define the streets, giving deliberate form to streets and sidewalk areas. Building setbacks should be minimal to create an active street environment that encourages pedestrian activity. Where internal drives are used to organize buildings and pedestrian movement, setbacks to internal drives should be minimized wherever possible."

The plan as proposed meets many of the recommendations and guiding principles of Envision Franklin. It eliminates existing surface area parking lots by constructing new buildings with internal parking garages. The layout of the site allows for full frontage activation for most of the buildings. The proposed setbacks and street network promotes ground level activity and walkability for the entirety of the site.

"New multifamily residential is encouraged within Regional Commerce to create lively, walkable neighborhoods near restaurants, shops, grocery stores, and workplaces. First floors are encouraged to have active commercial spaces, including retail, restaurants, leasing offices, and other amenities, which should be individually accessible from the street. In locations where commercial use on the first floor is not viable, multifamily units should provide individual ground floor entrances, stoops or front porches, and pedestrian connections to the street or to a drive resembling a street. Multifamily buildings are encouraged to have urban form and be part of a connected and master-planned site."

Multifamily buildings are a major component of the East Works District PUD with approximately 1,600 dwelling units. The plan proposes a cohesive development of urban living with a variety of ground floor retail and eatery options and office space that could serve as potential work spaces for residents. The plan does incorporate some individual ground floor entrances for ground floor dwelling units as required by the Zoning Ordinance, however they have submitted a Modification of Standards request for consolidated entrances at some locations.

A parking study has been submitted with the development plan that analyzes needed parking for peak hours. The applicant has incorporated shared parking that will be phased throughout the construction of the site. The parking study calls for an approximate 40% reduction in what is required by the Zoning Ordinance.

For new development in Regional Commerce, Envision Franklin recommends, "Formal, usable open spaces, such as plazas, courtyards, and outdoor seating areas, that serve as gathering areas. These open spaces should be highly accessible and in a prominent location that encourages continued active use." The plan proposes keeping a green space with mature shade trees near the existing office building. This area serves as a communal gathering space further emphasizing the pedestrian-oriented design and in addition to the smaller pockets of green space to the interior and around the perimeter of the property.

MODIFICATION OF STANDARDS:

There are seven Modification of Standards requests with this plan.

MOS #1: Requesting to allow consolidated entrances for ground floor multifamily residential units.

The applicant is requesting to allow consolidated entrances for ground floor multifamily dwelling units, citing topographical constraints, context, and market demand. Section 6.7 of the Zoning Ordinance states, "Facades along a street or internal drive shall have individual entrances to... all ground floor dwelling units." The goal of individual ground floor entrances is have activated streets. Limiting them to the degree as this MOS states does meet the standards and does not achieve the pedestrian-oriented principle of Regional Commerce as outlined in the Envision Franklin Land Use Plan.

Staff recommends **disapproval** of MOS #1.

MOS #2: Requesting the use of irregular shapes for hanging signs and wall signs.

The applicant is requesting to allow irregular shapes to represent items that identify the subject business for hanging and wall signs. Section 15.1.3 of the Zoning Ordinance states, "Signs shall not be irregularly shaped." Staff believes that allowing irregularly shaped hanging and wall signs would go directly against the intent of the recently updated sign regulations of the Zoning Ordinance. Additionally, it could set a precedent for other requests outside of the East Works District development.

Staff recommends **disapproval** of MOS #2.

If it is the desire of BOMA to approve this MOS request, Staff advises that the MOS be limited to hanging signs only.

MOS #3: Request to allow additional band signs, in addition to wall signs.

The applicant is requesting to allow additional band signs, one band sign per tenant, in addition to any allowed wall signage. Section 15.4 of the Zoning Ordinance limits the number of wall signs to one per main entrance per storefront on the ground floor, if no other wall sign is present on the building. Due to the urban context of this development, Staff can support the request of additional band signs of one per ground floor tenant in addition to allowed wall signs.

Staff recommends **approval** of MOS #3.

MOS #4: Request for internally illuminated canopy lighting.

The applicant is requesting to use internally illumination for canopy signage. Section 15.5 of the Zoning Ordinance allows for external illumination of canopy signage only. Staff believes that allowing internal illumination would go directly against the intent of the recently updated sign regulations of the Zoning Ordinance. Additionally, it could set a precedent for other requests outside of the East Works District development.

Staff recommends **disapproval** of MOS #4.

MOS #5: Request to increase maximum size of hanging sign to 6 square feet per side and allow internal illumination.

Section 15.10 of the Zoning Ordinance limits the size of hanging signs to three square feet per side and allows for external illumination only. The proposed sign size of 6 sq. ft. per side (12 sq. ft. total) seems too large and does not meet the intent of the signage regulations of Zoning Ordinance. Internally illuminated signage is not supported in any capacity within the Zoning Ordinance.

Staff recommends **disapproval** of MOS #5.

As a consideration, Staff could support increasing the size to 4.5 sq. ft. per side (9 sq. ft. total) as that is the current maximum for hanging signs in the local historic districts as recommended by the Franklin Historic District Design Guidelines.

MOS #6: Request to allow one vertical blade sign per frontage in addition to allowed hanging signs for ground floor tenants.

Section 15.14 of the Zoning Ordinance limits the number of vertical blade signs to 1 per building if no other hanging signs exist. With the size and scale of the proposed development, one vertical blade sign per frontage in addition to the allowed hanging signs for other tenants would be appropriate. As a condition of approval, the applicant shall provide more specific language to the MOS about allowed locations for vertical blade signs only at intersection corners and building massing changes.

Staff recommends **approval, with conditions** of MOS #6.

MOS #7: Request to allow two wall signs per building in addition to allowed band signs.

The applicant is requesting to allow two wall signs, located at the roofline of the building, in addition to the allowed band signs with only one wall sign allowed per frontage. Section 15.15 of the Zoning Ordinance limits wall sign per building facade only if no band sign exists on the building. Two wall signs located at the roofline of a mixed-use/commercial building, limit one per frontage, in addition to the allowed band signs could be supported given the size and scale of the proposed development. As a condition of approval, the applicant shall include in the final language that this MOS is limited to buildings of 6 stories or higher.

Staff recommends **approval, with conditions** of MOS #7.

PROJECT CONSIDERATIONS:

For building height for the subject property, Appendix G of Envision Franklin places the portion of this parcel that fronts Carothers Parkway into a recommended maximum height of 6 stories. When the Zoning Map was updated in 2019, however, it placed the entirety of this parcel into Regional Commerce base district, which allows up to 12 stories by right. Additionally, Appendix G shows the parcels to the South of the subject property within the 12 story max along Carothers Parkway. For these reasons, staff can support the proposed height range of 6 to 12 stories for the buildings that front Carothers despite the recommendations of Envision Franklin. If possible, taller buildings should be designed internal to the site.

For signage MOS requests, the visuals included with the MOS packet show examples that are representative of each specific request being made. Take into consideration that if multiple MOS requests are granted, especially with signage shape and illumination, the final approved sign may

appear different than those that have been presented in the packet.

PROCEDURAL REQUIREMENTS:

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

FINANCIAL IMPACT:

There is no direct financial impact to the City related to the proposed development plan.

RECOMMENDATION:

Staff recommends approval of Resolution 2020-61 with conditions.
See attached sheets for Conditions of Approval.

RESOLUTION 2020-61

**A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR THE EAST WORKS DISTRICT
PUD SUBDIVISION WITH 7 MODIFICATIONS OF DEVELOPMENT STANDARDS, RELATIVE
TO MULTIFAMILY BUILDING ENTRANCES AND SIGNAGE STANDARDS, FOR THE
PROPERTY LOCATED NORTH OF MERIDIAN BOULEVARD AND WEST OF CAROTHERS
PARKWAY, LOCATED AT 9009 CAROTHERS PARKWAY.**

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 2020-11; 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
53-142.00	49.93
Total	49.93

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 East Works District PUD are as follows:

Entitlements	East Works District PUD
Base Zone District	RC-12
Other Zoning Overlays	N/A
Number of Dwelling Units	1,624
Number of Nonresidential Square Footage	1,110,300 SF
Number of Hotel Rooms	605
Open Space Requirements	108,745 SF
Number of Phases in Development	4

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) with the attached supplemental packet were requested and acted upon by the Board of Mayor and Aldermen, after review and recommendation by the Franklin Municipal Planning Commission:

MOS 1: Multifamily building types to have consolidated entrances. Approved: _____ Denied: _____	6.7 – Multifamily Building Type Facades along a street or internal drive shall have individual entrances to... all ground floor dwelling units. <i>Staff recommended disapproval.</i>
MOS 2: Allow signs to be shape of item that is representative of the business. Approved: _____ Denied: _____	15.1.3 - Sign Shape Signs shall not be irregularly shaped. <i>Staff recommended disapproval.</i>

MOS 3: Allow one band sign per tenant in addition to allowed wall signs. Approved: _____ Denied: _____	15.4 – Band Signs Maximum of one per storefront, if no additional wall signage. <i>Staff recommended approval.</i>
MOS 4: Allow canopy signage to be illuminated internally. Approved: _____ Denied: _____	15.5 – Canopy Signs External Illumination only. <i>Staff recommended disapproval.</i>
MOS 5: Revise maximum size per side of hanging signs to 6 sq. ft. and to allow for internal illumination. Approved: _____ Denied: _____	15.10 – Hanging Signs Maximum of 3 sq. ft. per side and only externally illuminated. <i>Staff recommended disapproval.</i>
MOS 6: Allow 1 Vertical blade signs per frontage in addition to additional hanging signs. Approved: _____ Denied: _____	15.14 – Vertical Blade Sign Maximum of one per building and only if no other hanging signs exist. <i>Staff recommended approval with conditions.</i>
MOS 7: Allow two roofline wall signs per building, limit one per frontage, in addition to allowed band signs. Approved: _____ Denied: _____	15.15 – Wall Sign Maximum of one per building if no band sign exists on the building. <i>Staff recommended approval with conditions.</i>

SECTION VI. That this Resolution shall take effect from and after the passage of Ordinance 2020-11, on third and final reading, the health, safety, and welfare of the citizens requiring it.

BE IT SO RESOLVED THIS THE _____ DAY OF _____, 2020.

Eric S. Stuckey
City Administrator

Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE: _____ 4/7/2020 _____

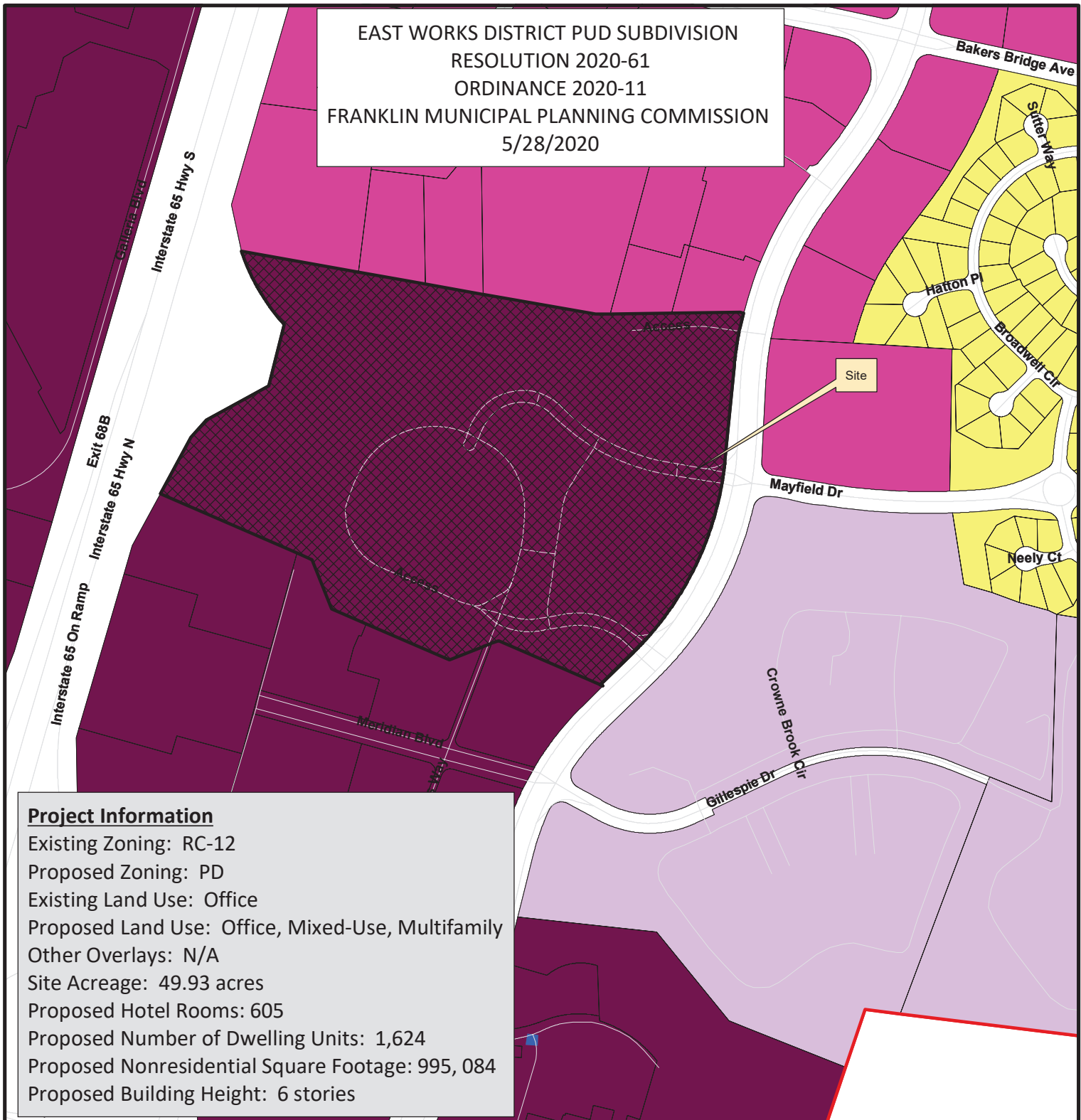
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP: _____ 4/23/2020 _____

NEIGHBORHOOD MEETING: _____ 5/5/2020 _____

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

PUBLIC HEARING AND BOMA APPROVAL: _____

EAST WORKS DISTRICT PUD SUBDIVISION
RESOLUTION 2020-61
ORDINANCE 2020-11
FRANKLIN MUNICIPAL PLANNING COMMISSION
5/28/2020



Project Information

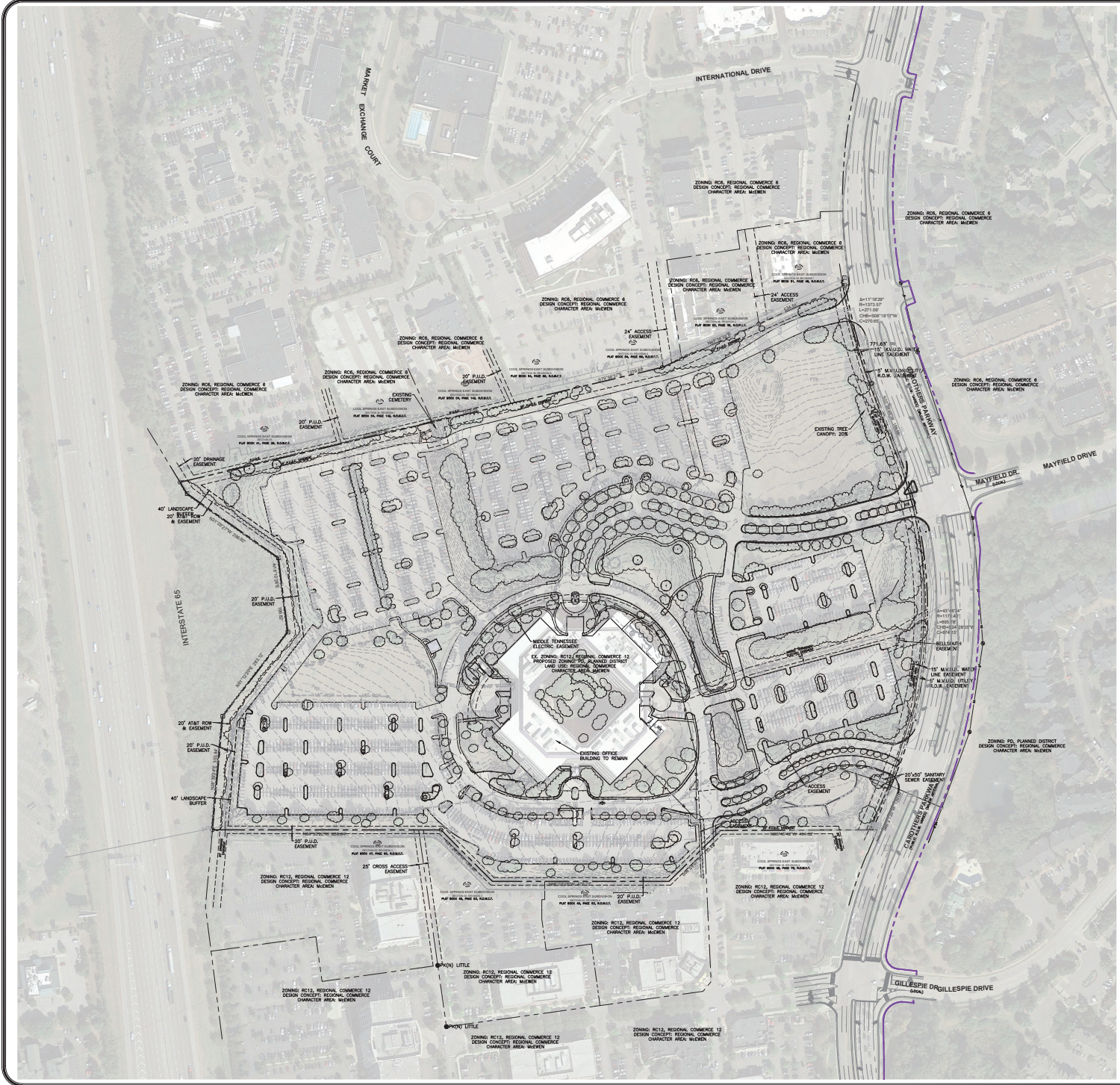
Existing Zoning: RC-12
Proposed Zoning: PD
Existing Land Use: Office
Proposed Land Use: Office, Mixed-Use, Multifamily
Other Overlays: N/A
Site Acreage: 49.93 acres
Proposed Hotel Rooms: 605
Proposed Number of Dwelling Units: 1,624
Proposed Nonresidential Square Footage: 995, 084
Proposed Building Height: 6 stories

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



0 250 500 1,000
Feet

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained herein.
All data and materials (c) copyright 2018. All rights reserved.



SITE DATA	
SITE INFORMATION	
Project Name	East Works District
Project #	...
Subdivision	Cool Springs East, Section One, Rev. One
Lot	5
Civil District	Eighth
Address	9009 Carothers Parkway Franklin, Williamson County
Map / Parcel	053 / 142.00
Acreage / Square Footage of Site	49.929 Ac. / 2,174,907s S.F.
EXISTING TREE CANOPY	
Existing Tree Canopy S.F.	434,882 S.F.
Existing Tree Canopy Ac.	9.98 Ac.
Existing Tree Canopy %	20%
ZONING INFORMATION	
Existing Zoning	RC12 (Regional Commerce 12)
Proposed Zoning	PD (Planned District)
Overlay Zoning	N/A
Design Concept	Regional Commerce
SURVEY INFORMATION	
Boundary and topographic information taken from a survey prepared by Ragan-Smith Associates dated 12/16/2015.	
FLOOD INFORMATION	
By visual map location and graphic plotting only, this property lies within flood Zone "X", as designated on current Federal Emergency Management Agency Map No. 47187C0205P, with an effective date of September 26, 2005, which makes up a part of the National Flood Insurance Administration Report, Community No. 473026, Panel No. 5205, Suite 5, which is the current flood insurance rate map for the community in which said premises is situated. Said map defines Zone "X" under "Other Areas" as areas determined to be outside the 0.2% annual chance floodplain.	
MINERAL RIGHTS INFORMATION	
At the present time, property title reference does not reflect any mineral rights on the subject property.	

LEGEND

IRON ROD (OLD)	FIRE HYDRANT
WATER METER	WATER VALVE
CATCH BASIN	GAS VALVE
STORM MANHOLE	TELEPHONE HOLE
SANITARY SEWER MANHOLE	SANITARY SEWER LINE
SEWER CLEAN-OUT	TOP OF CASTING
SEWER VALVE	INVERT
LIGHT STANDARD	REINFORCED CONCRETE PIPE
ELECTRIC BOX	FINER OPTIC BOX
HANDICAPPED PARKING	SIGN
SIGN	REINFORCED CONCRETE PIPE

R.G.W.C.T.

NOTE:
BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, ZONE 5301, FIPS ZONE 4100, NAD 83 DATUM.

0 100 200 300

RAGAN-SMITH
CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS

T.P.U.D.C.

ST. MICHAEL'S BELL
COUNTY CLERK
FRANKLIN, TENNESSEE

EAST WORKS DISTRICT
FOR
MarketStreet™
ENTERPRISES

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

REVISIONS

WK ORDER	0362
JOB NO.	12067
DESIGNED	BBERNICK
DRAWN	K.CHOW
SCALE	1" = 100'
DATE	APRIL 13, 2020

REZONING PLAN

C1.0

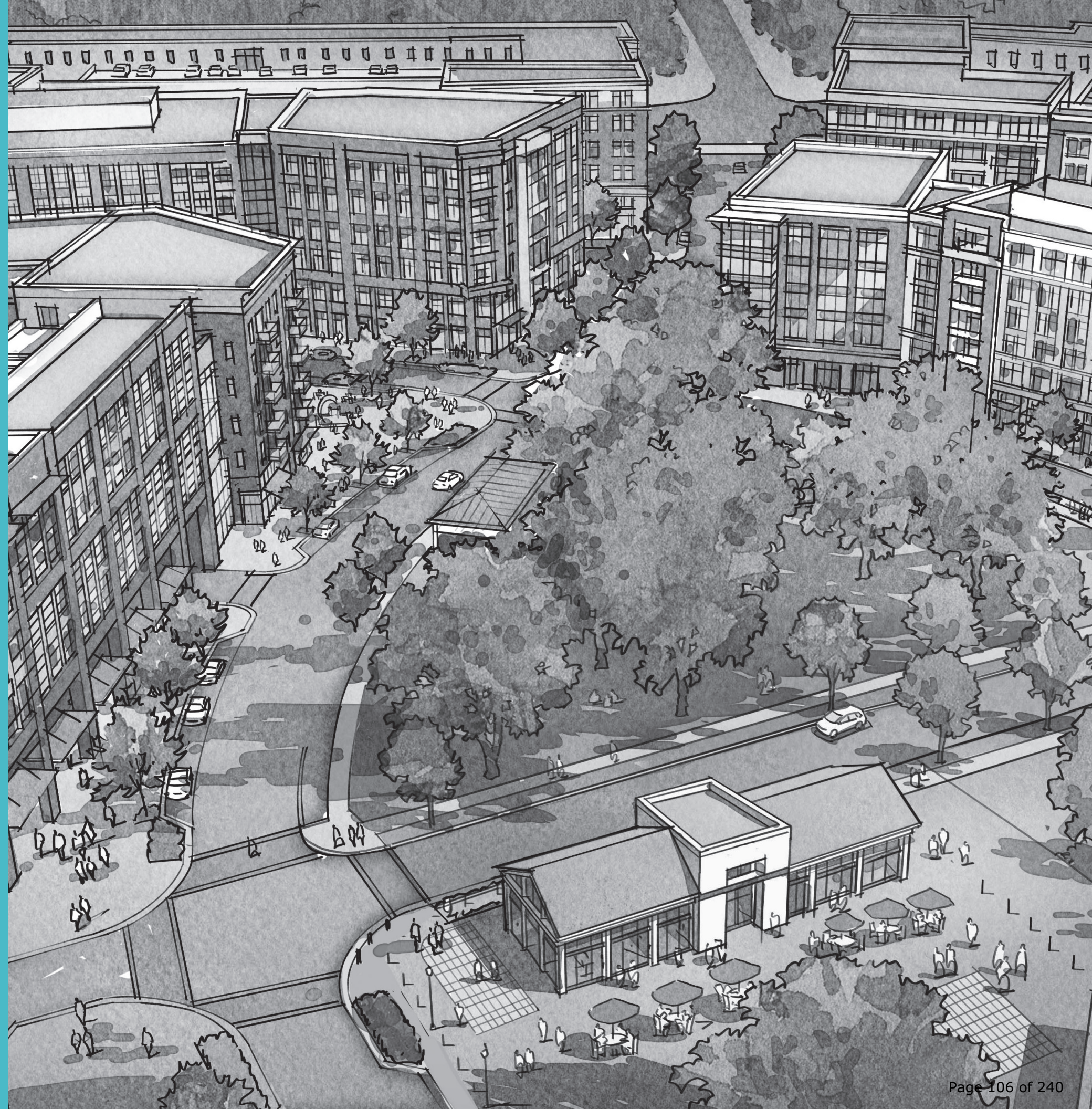
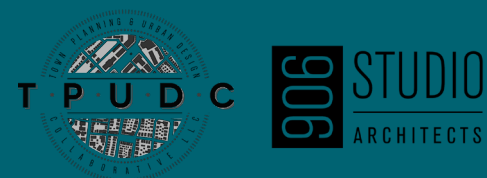
EAST WORKS DISTRICT

DEVELOPMENT PLAN APPLICATION

MODIFICATIONS OF STANDARDS AND ILLUSTRATIVE EXHIBITS

FOR SUBMITTAL MAY 2020

THIS DOCUMENT IS NOT FOR ENTITLEMENT PURPOSES.
ALL DESIGN ELEMENTS, INCLUDING LAYOUT AND ARCHITECTURE, WILL
COMPLY WITH THE ZONING ORDINANCE AND THE DEVELOPMENT PLAN
APPLICATION SUBMITTED WITH THIS DOCUMENT.



► TABLE OF CONTENTS

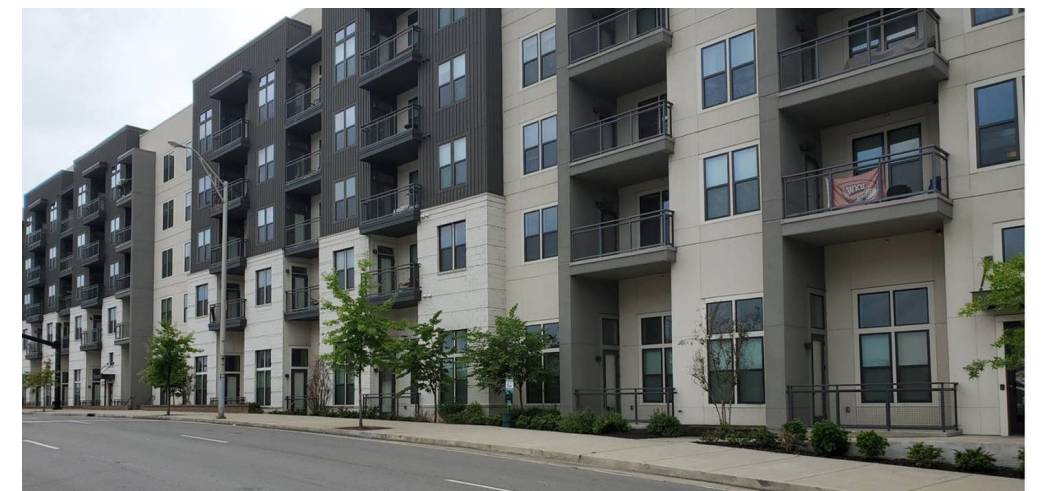
3	MODIFICATION OF STANDARDS #1 RELATED TO BUILDING ENTRANCES
5	MODIFICATION OF STANDARDS #2 RELATED TO SIGNAGE
6	MODIFICATION OF STANDARDS #3 RELATED TO SIGNAGE
7	MODIFICATION OF STANDARDS #4 RELATED TO SIGNAGE
8	MODIFICATION OF STANDARDS #5 RELATED TO SIGNAGE
9	MODIFICATION OF STANDARDS #6 RELATED TO SIGNAGE
10	MODIFICATION OF STANDARDS #7 RELATED TO SIGNAGE

► MODIFICATION OF STANDARDS #1

Section 6.7 (Building Types –Multifamily – Building Orientation and Entry - Entrances)

Revise to allow facades along a street or internal drive to have ground floor units and associated outdoor living spaces, where applicable, accessed from the interior rather than having individual entrances from the exterior, provided that the façade of the building has an entrance to publicly - accessed ground floor uses. This MOS is being requested to address topographical constraints, context, and anticipated demand for ground floor dwelling units with exterior entrances.

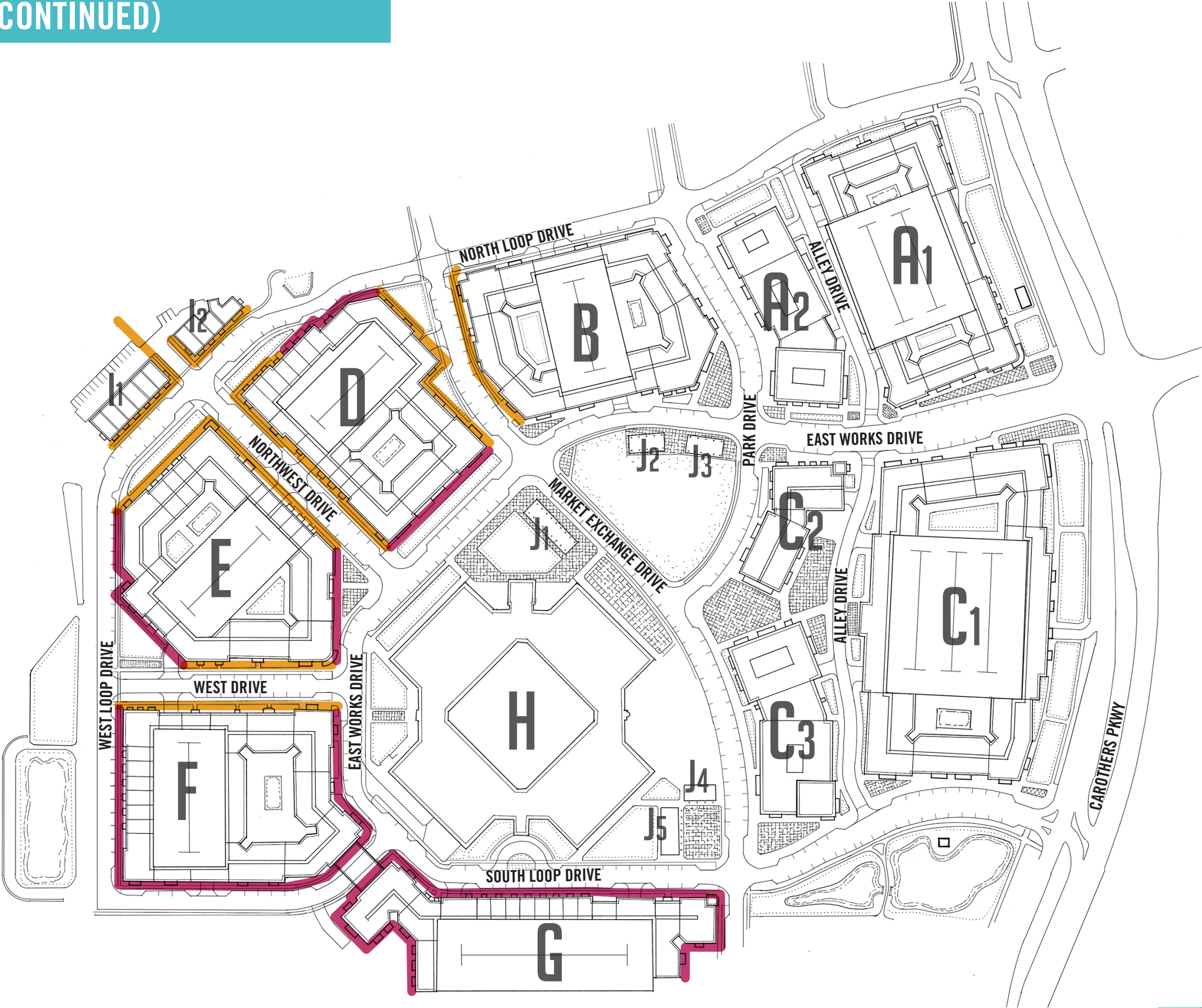
Example images of buildings using a single ground floor entrance, as well as a plan indicating potential locations where this MOS may be utilized within the project, are shown here and on the next page.



See previous page.

LEGEND

- Consolidated Entrances
- Individual Entrances



► MODIFICATION OF STANDARDS #2

Section 15.1.3 (Signs – Proportion and Shape)

Revise to allow Band or Hanging signs to be the shape of any item that is representative of the business, such as a “dog tag” for a “bootcamp” style fitness retailer. Such irregularly shaped signs shall be limited to two per frontage. This would be appropriate in the context of the project.

Example images of signs that would be permitted under this MOS are included here.

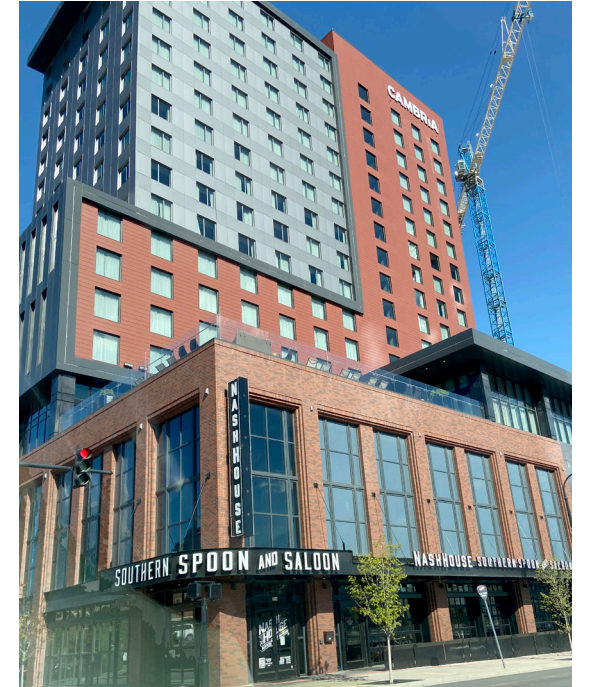


► MODIFICATION OF STANDARDS #3

Section 15.4 (Signs – Band Sign – Quantity)

Revise to allow one Band Sign per tenant per frontage located between the ground floor and the second floor, in addition to any allowed Wall Sign. This MOS is being requested to address situations where a tenant within a multiple tenant building could have a Wall Sign and each ground floor tenant space could also have a Band Sign above its storefront. This would be appropriate in the context of the project.

Example images of buildings showing this condition are included here.



► MODIFICATION OF STANDARDS #4

Section 15.5 (Signs - Canopy Sign - Lighting)

Revise to allow Canopy Signs to be illuminated externally or internally. Internal illumination of a Canopy Sign would be appropriate. Historically, Canopy Signs, such as those used for theatre marquees, have been internally illuminated. This would be appropriate in the context of the project.

Images showing internally illuminated Canopy Signs are included here.



► MODIFICATION OF STANDARDS #5

Section 15.10 (Signs - Hanging Sign - Sign Area & Lighting)

Revise to change maximum sign area to 6 square feet per side. The 3 square foot maximum sign area permitted for Hanging Signs is very small. A 6 square foot Hanging Sign would be within the customary range for this type and would be appropriate in the project. Revise to allow Hanging Signs to be illuminated externally or internally. Internal illumination of a Hanging Sign would be appropriate.

Images of Hanging Signs having an area of 6 square feet, as well as internally illuminated Hanging Signs, are included here.



► MODIFICATION OF STANDARDS #6

Section 15.14 (Signs – Vertical Blade Sign - Quantity)

Revise to allow one Vertical Blade Sign per frontage, and to allow such Vertical Blade Signs in addition to any Hanging Signs that are used for other tenants. This would be appropriate in the context of the project.

Images of multiple Vertical Blade Signs on a building, as well as Vertical Blade Signs being used on buildings with Hanging Signs are included here.



► MODIFICATION OF STANDARDS #7

Section 15.15 (Signs – Wall Sign – Quantity)

Revise to allow two Wall Signs located at a building's roofline per building and no more than one such Wall Sign per frontage and to allow such Wall Signs in addition to any allowed Band Signs. This would be appropriate in the context of the project. This MOS is being requested to address the reciprocal situation to that described in MOS No. 7 above, where a tenant within a multiple tenant building would have a roofline Wall Sign and each ground floor tenant space could also have a Band Sign at its entrance. This would be appropriate in the context of the project.

Example images of buildings showing this condition are included here.



EAST WORKS DISTRICT

CONDITIONS OF APPROVAL:

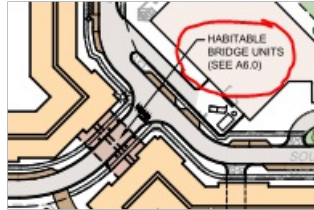
Open Issues: 20 These issues are currently being filtered

Engineering - Development Plan Checklist

General Issues

15. Label

joe.marlo@franklinton.gov Applicant shall revise notes on C2.0, C2.1 and potentially other sheets to refer to connectors instead of habitable units.



16. Sidewalks

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

At the Site Plan stage, Applicant shall incorporate all elements noted in the COF Staff response to the Modification of Engineering Standards into the project.

20. ADA On-Street Parking

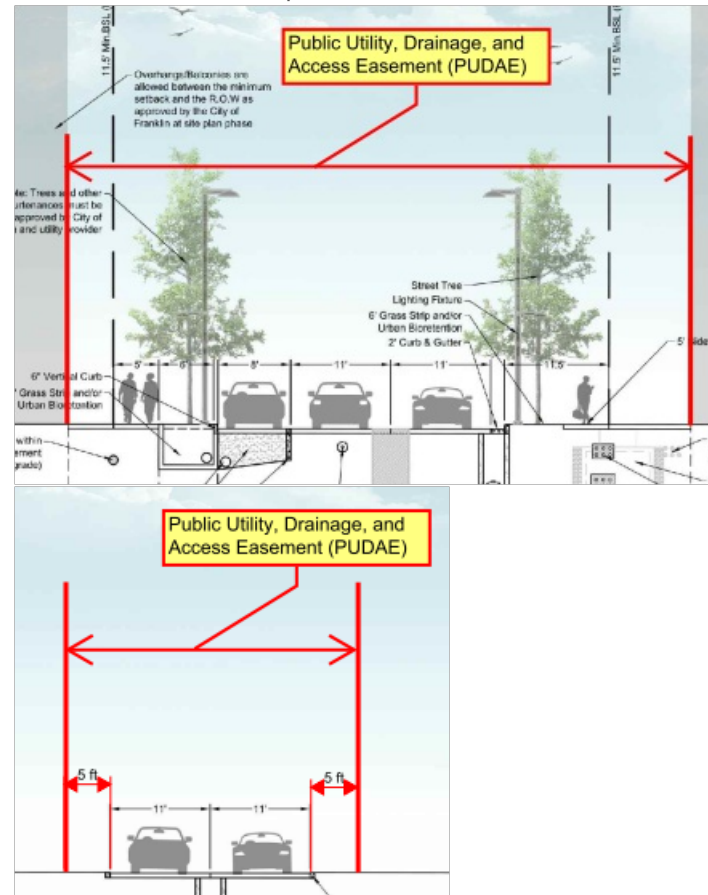
joe.marlo@franklinton.gov Comment shall remain open as a Condition of Approval, but **does not hinder approval of the Development Plan.**

At the Site Plan stage, the Applicant shall provide ADA on-street parallel parking spaces meeting the the quantity required in United States Access Board Section R214. A 5'-0" access aisle adjacent to the curb shall be provided in each ADA on-street parallel parking space exclusive of the 8'-0" minimum parking width. Minimum 45 degree curb flares promoting vehicular entry/exit shall be provided at each end of the space exclusive of the 22'-0" stall length to accommodate parking against the curb line.

51. ROW

Applicant shall provide a Public Utility, Drainage, and Access Easement (PUDAE) extending to the outside edges of sidewalks on all internal drives, including on all cross sections shown on Sheet C4.2. At alleys with no sidewalks, Applicant shall show a PUDAE extending to 5'-0" beyond outside edges of the driving surface.

For reference, see examples below:



70. Northern Connection to Market Exchange

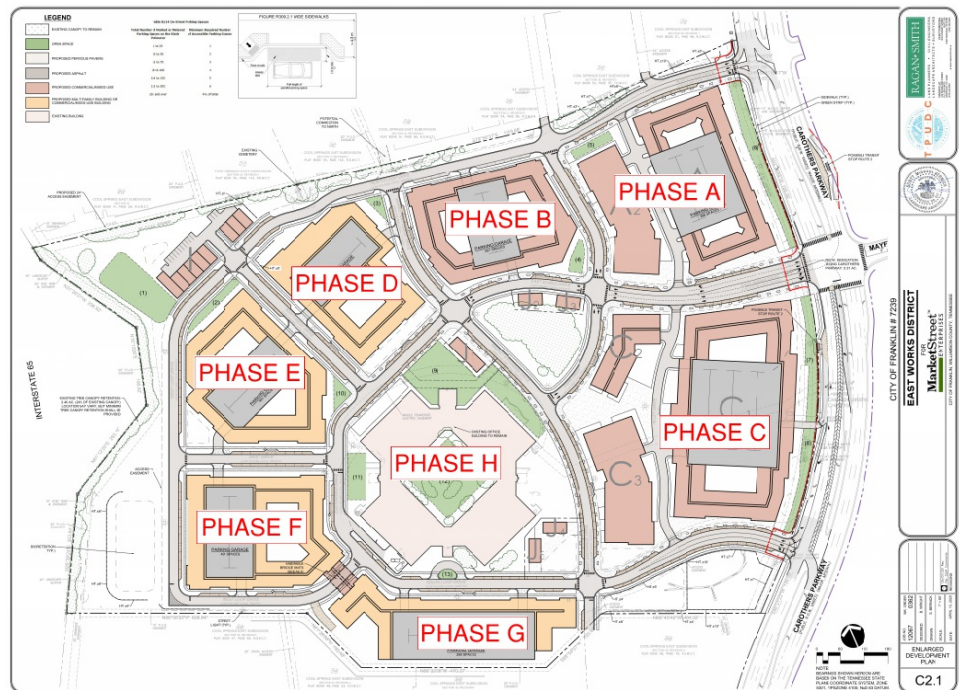
jimmy.wiseman@franklin.tn.gov This comment shall remain open as a reminder to Staff and the Applicant.

The applicant shall pursue discussions with the property owner to the north for the connector road to Market Exchange. It was identified in the TIA that this would provide an overall benefit to the project as well as the region from a traffic distribution perspective.

101. Offsite Improvements

The offsite improvements shall be phased as follows:

- Design and survey for all improvements shall be completed with Phase A
- Construction of the improvements at Mayfield Drive @ Carothers Parkway shall be completed with Phase B
- Construction of the improvements at Cool Springs Boulevard and Carothers Parkway and Cool Springs Boulevard and I-65 shall be completed with Phase D
- Construction of the improvements at Bakers Bridge Ave and Carothers Parkway shall be completed with Phase F



102. Transit Stops

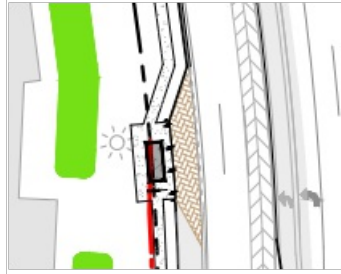
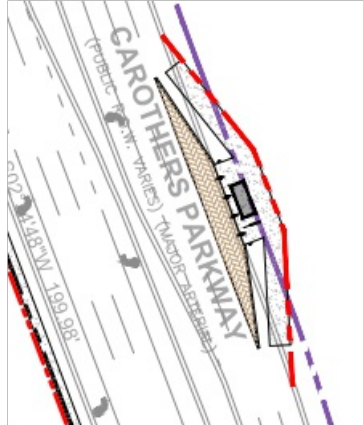
Comment shall remain open as a Condition of Approval, but **does not hinder approval of the Development Plan.**

At the Site Plan Stage, Applicant shall locate the Transit Stops on Carothers Parkway per the direction of the City of Franklin Traffic Engineer (Adam Moser) and the Transportation Management Association (TMA), and shall provide Autoturn exhibits demonstrating the ability of transit buses (S-40) to unobstructedly access the stops.

103. Transit Stops

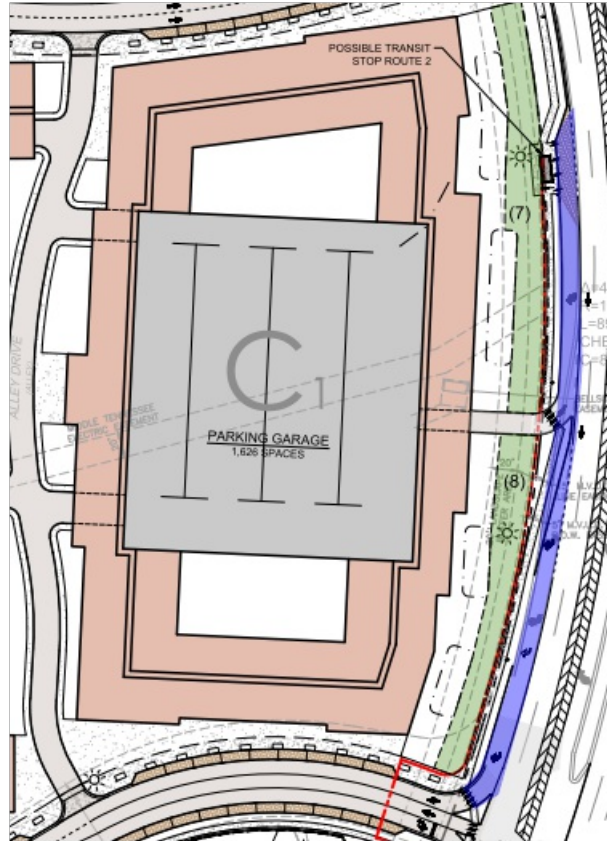
joe.marlo@franklinton.gov The following is a newcomment based on new information shown.

Applicant shall remove pavers from the Transit Stops in ROW. (C3.1).



104. Right Turn Lane

joe.marlo@franklin.tn.gov Applicant shall revise the southbound right turn lane in Carothers Parkway at Garage C1 to be continuous across the entrance of the garage to the intersection with South Loop Drive. (C2.1 and others)



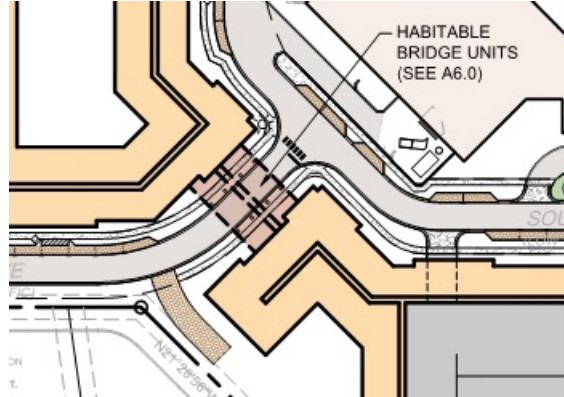
Engineering - Site Plan Checklist

General Issues

95. D. Site Plan

lance.fittro@franklinton.gov The previous comment, "Per the presentation given to the BOMA and FMPC on 4/23, the proposed "bridge units" have been reconsidered and are now intended to be a pedestrian connector spanning the roadway rather than residential living units. Please depict them as such on the Development Plan to clarify this intent as presented." has received a response from the applicant of, "The bridge units have been modified to be a connector and not include any living units."

However, the "bridge units" are specifically identified as habitable on sheet C2.0:



Private ownership of living units or commercial square footage which encroach into or over public ROW is not permitted. Encroachments of pedestrian bridges, signage, canopies and other appurtenances for the private development into or over the public ROW are considered on a case-by-case basis, and may require specific action by the BOMA to permit their construction within the public ROW.

Depiction of any encroachment into or over the public ROW on the Development Plan shall not be construed as an entitlement where the BOMA has not specifically granted permission to construct the encroachment.

Per separate condition of approval and the applicant's acknowledgement of the condition (review comment #51), all streets and drive aisles within the development are to be privately owned and maintained. Applicant shall be aware that building permit requirements such as construction types, fire wall ratings, ventilation, etc will be assessed at the time of building permit submittal, including those for any structures cantilevered over or spanning private streets and drive aisles, and may have specific requirements related to their orientation with respect to vehicular use areas. Depictions and statements of intended construction types and methods on the Development Plan such as those indicated on Sheet A6.0 shall not be construed as an entitlement to be exercised with future building permit submittals.

Fire-Planning

General Issues

74. Access

curt.edelmann@franklinton.gov I will hold this issue open to review again at site plan.

I would like the developer to consider installing residential sprinklers. If sprinklers were installed, I would waive the requirement for the turn-around. I also need to consider that the townhomes are located in the far corner of a very compact and possibly congested development.

Parks

General Issues

47. Parkland Impact Fee

kevinl@franklintn.gov Parks has received the Parkland Impact Agreement.

Planning

General Issues

86. Modification of Standards

joseph.bryan@franklintn.gov MOS #1: Individual Entrances for Ground Floor Residential Units

The diagram in the packet is a bit misleading as it includes buildings with ground floor uses. In your request, be specific to Multifamily buildings as Mixed Use Buildings are allowed to have consolidated entrances for residential units. The goal of individual ground floor entrances is have activated streets. Limiting them to this degree does not achieve that principle as outlined in the Envision Franklin Land Use Plan for the Regional Commerce Design Concept. Please provide more information with the request in regards to specific locations where individual entrances may not be warranted, i.e. along secondary streets, property boundaries, etc.

In addition, the visual examples in the packet show buildings with ground floor uses. Please show examples with residential units on the ground floor that do not have individual entrances. Or provide specific examples with hyperlinks.

[Edited By Joseph Bryan]

joseph.bryan@franklintn.gov The revised language for MOS #1 is still vague on specific locations and instances where the request to consolidate ground floor entrances is being proposed. The goal of individual ground floor entrances is have activated streets. Limiting them to this degree does not achieve that principle as outlined in the Envision Franklin Land Use Plan for the Regional Commerce Design Concept.

Staff recommends disapproval of MOS #1.

[Edited By Joseph Bryan]

89. Modification of Standards

joseph.bryan@franklintn.gov MOS #2: Sign Shape

The sign section of the Zoning Ordinance received significant attention and changes during the recent Ordinance update. Our Zoning Administrators have previously allowed motif signs with more dimensions and depth to be allowed provided the irregular shape was surrounded by a standard, geometric shape that still met the ZO requirements, which could be a potential option here.

If the applicant wishes to proceed with the request for irregular shaped sign they must be limited to hanging signs only.

[Edited By Joseph Bryan]

joseph.bryan@franklintn.gov Staff believes that allowing motif or irregularly shaped hanging and wall signs would go directly against the intent of the recently updated sign regulations of the Zoning Ordinance. If it is the desire of BOMA to approve this MOS request, Staff advises that the MOS be limited to hanging signs only.

Staff recommends disapproval of MOS #2.

90. Modification of Standards

joseph.bryan@franklintn.gov MOS #3: Band Signs

Due to the urban context of this development, Staff can support the request of additional band signs per ground floor tenant but include language specific to location of signs that matches the requirements of the ZO. Also provide better examples of band signs that better match those in the Franklin Zoning Ordinance.
[Edited By Joseph Bryan]

joseph.bryan@franklintn.gov Due to the urban context of this development, Staff can support the request of additional band signs of one per ground floor tenant.

Staff recommends approval of MOS #3.

91. Modification of Standards

joseph.bryan@franklintn.gov MOS #4: Canopy lighting

Staff is unable to support this request.
[Edited By Joseph Bryan]

joseph.bryan@franklintn.gov Internally illuminated signage is not supported in any capacity within the Zoning Ordinance.

Staff recommends disapproval of MOS #4.
[Edited By Joseph Bryan]

92. Modification of Standards

joseph.bryan@franklintn.gov MOS #5: Hanging Signs

Size:

Additional information is requested for this MOS. Provide visual examples of how a 6 feet hanging sign looks when next entrances and fenestration of a building. Additional square footage may be appropriate given the scale of the buildings and development but more visual context is needed. A size of 4.5 square feet per side could be supported by staff as that is the maximum size recommended by the Franklin Historic District Design Guidelines.

Internal Illumination:

Staff could not support hanging signs being internally illuminated.
[Edited By Joseph Bryan]

joseph.bryan@franklintn.gov The proposed sign size of 6 sq. ft. per side (12 sq. ft. total) seems too large and does not meet the intent of the signage regulations of Zoning Ordinance. Internally illuminated signage is not supported in any capacity within the Zoning Ordinance.

As a project consideration, Staff could support increasing the size to 4.5 sq. ft. per side (9 sq. ft. total) as that is the current maximum for hanging signs in the local historic districts as recommended by the Franklin Historic District Design Guidelines.

Staff recommends disapproval of MOS #5.

93. Modification of Standards

joseph.bryan@franklinton.gov MOS #6: Blade Signs

This would be a significant change to the sign ordinance, however given the size and scale of the buildings and development, a modification for the number of vertical blade signs may be appropriate, however more specificity is needed. A maximum of two blade signs per frontage may be possible as long as the regulations regarding size and location are maintained.

[Edited By Joseph Bryan]

joseph.bryan@franklinton.gov With the size and scale of the proposed development, one vertical blade sign per frontage in addition to the allowed hanging signs for other tenants would be appropriate. Applicant shall provide more specific language about allowed locations for vertical blade signs at intersection corners and building massing changes.

Staff recommends approval, with conditions of MOS #6.

94. Modification of Standards

joseph.bryan@franklinton.gov MOS #7: Wall signs

Is this request specifically for wall signs on towers or higher floors than the street level uses, as depicted in the visuals? Additional information is needed for this request. Given the context and scale of the proposed, wall signs on the top floor of the building could be supported, in addition to ground floor band signs, for buildings six stories or taller, with a maximum of two wall signs per building and no more than one per facade.

[Edited By Joseph Bryan]

joseph.bryan@franklinton.gov Two wall signs located at the roofline of a mixed-use/commercial building, limit one per frontage, in addition to the wall signs could be supported given the size and scale of the proposed development. Applicant shall include in the final language that the MOS is limited to buildings of 6 stories or higher.

Staff recommends approval, with conditions of MOS #7.

Water/Sewer

General Issues

49. Sanitary sewer

ben.mcneil@franklin.tn.gov In addition to the note below, the applicant shall be aware that where proposed pervious pavers are adjacent to the proposed sanitary sewer mains and easement, a engineered structural wall shall separate the pavers from the sanitary easements. The extents of the wall design shall be submitted with each section or phase of the development and approved by Franklin Engineering and Water management. All walls shall generally be located outside of the sanitary easements and shall provide a minimum 1.5' horizontal to 1' vertical clearance from the toe of the wall to the invert of the sewer.

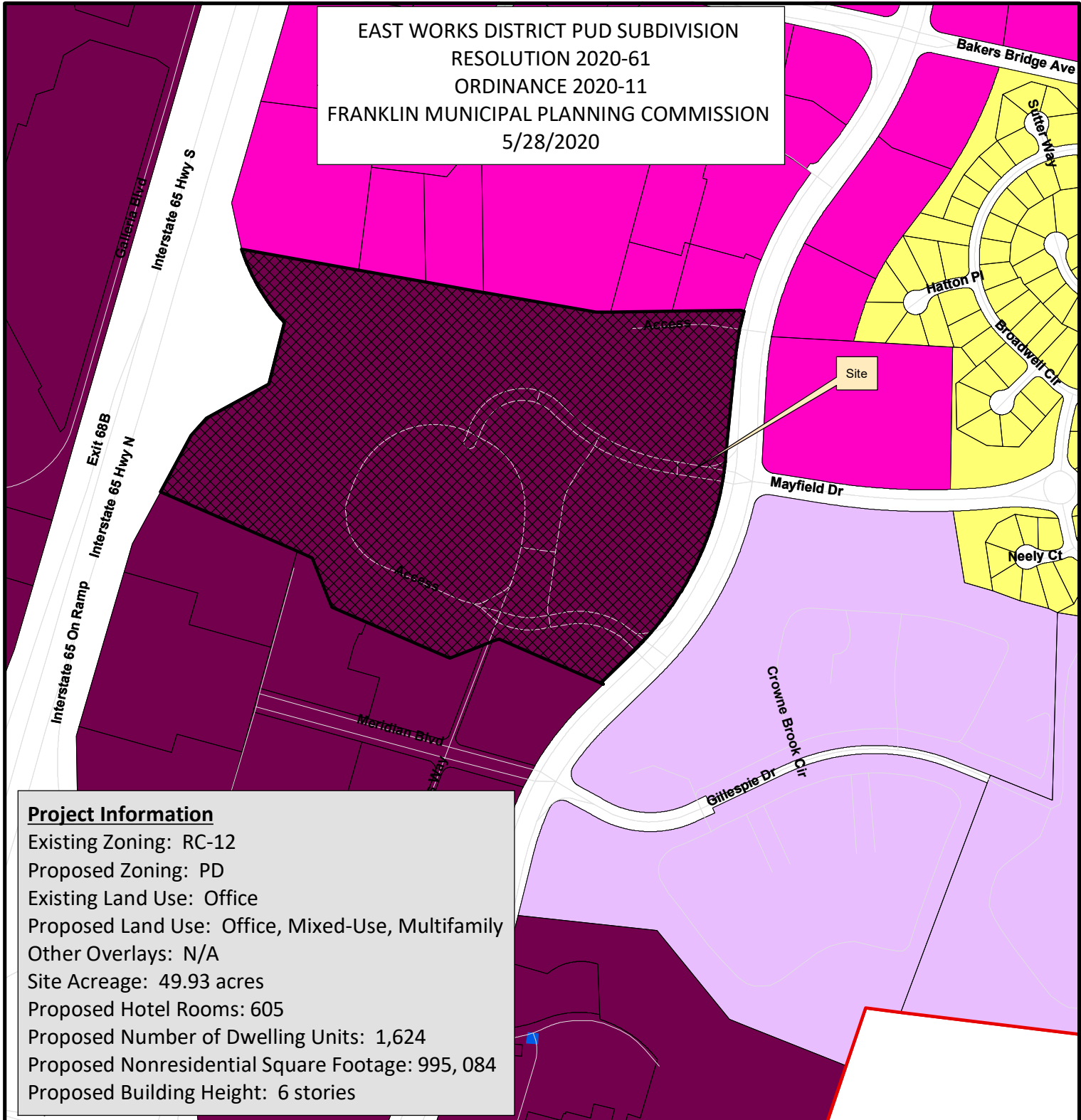
The wall is to keep pavers and stone base materials from entering the sewer trench as well as protecting the paver installations from damage during COF excavation and maintenance of the sanitary sewer main within the easement.

In order to remove this requirement, the pavers shall be relocated from adjacent the sewer easements.

The applicant shall be aware that there shall be no pavers/ storm water features adjacent to proposed sanitary sewer or within 10' of the centerline of the sanitary sewer. Sanitary sewer service lines extending into sites, shall not have pavers within 10' of the service as well.

If this cannot be achieved at site plan, the applicant must revise the storm water/ paver features to allow proper sanitary sewer service, maintenance to sewer and future replacement of lines.

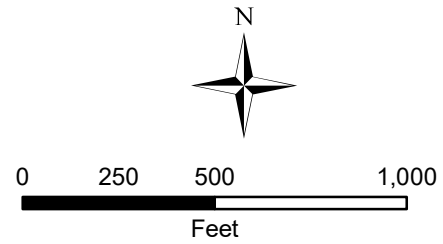
EAST WORKS DISTRICT PUD SUBDIVISION
 RESOLUTION 2020-61
 ORDINANCE 2020-11
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 5/28/2020



Project Information

Existing Zoning: RC-12
 Proposed Zoning: PD
 Existing Land Use: Office
 Proposed Land Use: Office, Mixed-Use, Multifamily
 Other Overlays: N/A
 Site Acreage: 49.93 acres
 Proposed Hotel Rooms: 605
 Proposed Number of Dwelling Units: 1,624
 Proposed Nonresidential Square Footage: 995, 084
 Proposed Building Height: 6 stories

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



This map was created by the Franklin Planning Department. It was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials (c) copyright 2018. All rights reserved.

DEVELOPMENT PLANS
FOR
EAST
WORKS
DISTRICT

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NASHVILLE, TN 37203
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(615) 329-9445
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INDEX OF SHEETS

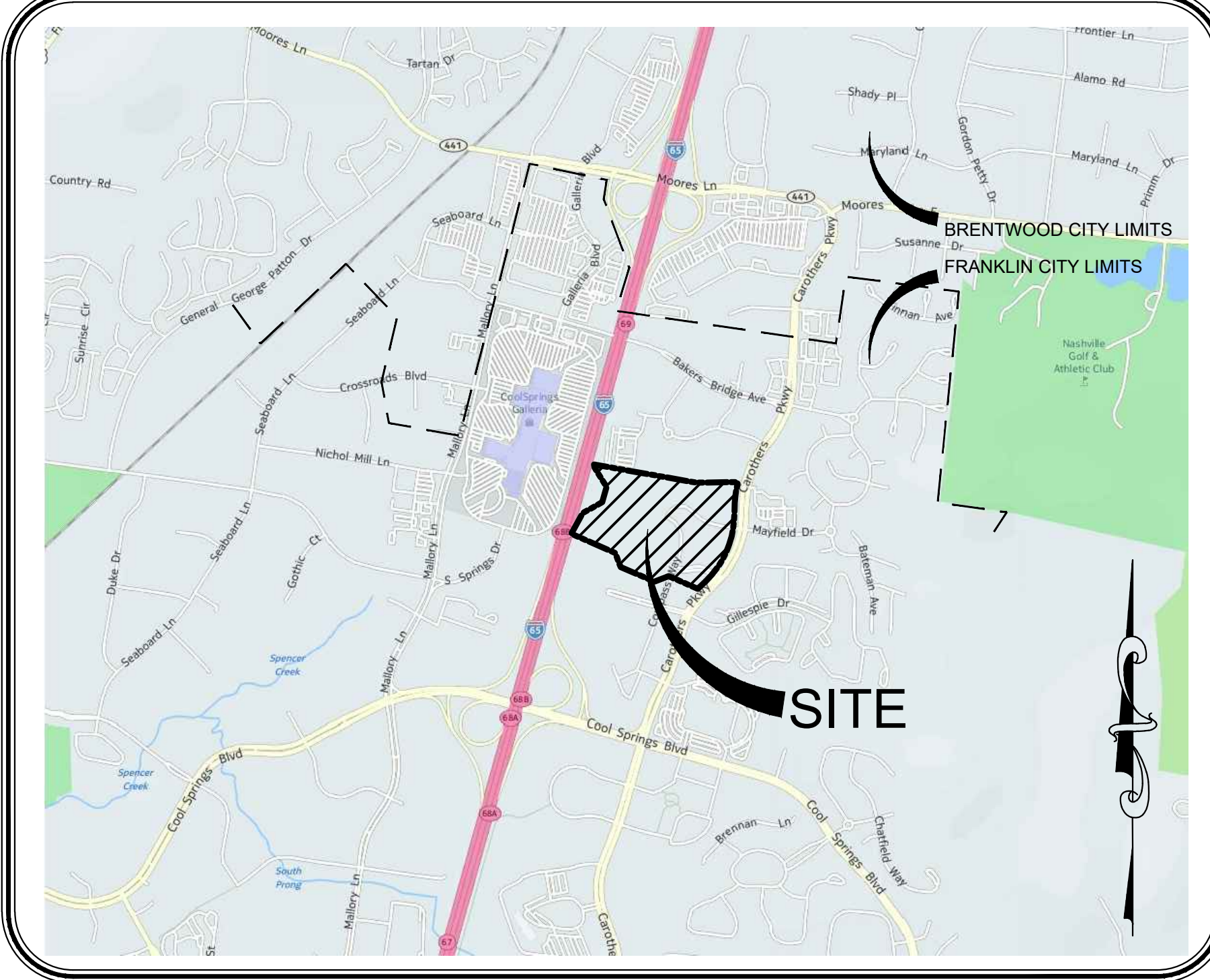
SHEET	DESCRIPTION
C0.0	COVER SHEET
C0.1	ILLUSTRATIVE MASTER PLAN
CIVIL PLANS	
C1.0	OVERALL EXISTING CONDITIONS PLAN OVERALL
C2.0	DEVELOPMENT PLAN
C2.1	ENLARGED DEVELOPMENT PLAN
C2.2	OVERALL FUTURE IGP PLAN
C2.3	ENLARGED FUTURE IGP PLAN
C2.4	ENLARGED FUTURE IGP PLAN
C3.0	OVERALL GRADING AND DRAINAGE PLAN
C3.1	OVERALL STORMWATER PLAN
C4.0	OVERALL R.O.W. & ACCESS PLAN
C4.1	SINGLE UNIT TRUCK MOVEMENT PLAN
C4.2	TYPICAL CROSS SECTIONS
C5.0	OVERALL UTILITY PLAN
C6.0	CONCEPTUAL STORMWATER PHASING PLAN
C6.1	CONCEPTUAL UTILITY PHASING PLAN
C6.2	CONCEPTUAL PHASING PLAN
C7.1	PARKLAND DEDICATION
C7.2	ROADWAY OFFSET PLAN

LANDSCAPE PLANS

L1.0 TREE PRESERVATION PLAN

ARCHITECTURAL PLANS

A1.0 CONCEPTUAL PERSPECTIVE
A2.0 CONCEPTUAL PERSPECTIVE
A3.0 CONCEPTUAL PERSPECTIVE
A4.0 CONCEPTUAL PERSPECTIVE
A5.0 CONCEPTUAL PERSPECTIVE
A6.0 SCHEMATIC BRIDGE UNIT EXHIBIT



LOCATION MAP
1"=1000'
9009 CAROTHERS PARKWAY
COOL SPRINGS EAST SUBDIVISION, SECTION 1, REVISION 1, LOT 5
TAX MAP 53, PARCEL 142.00
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

MODIFICATION OF STANDARDS

- The following are Modifications of Standards ("MOS") requested for the East Works District PUD:
- Section 6.7 (Building Types - Multifamily - Building Orientation and Entry - Entrances)**
Revise to allow facades along a street or internal drive to have ground floor units and associated outdoor living spaces, where applicable, accessed from the interior rather than having individual entrances from the exterior, provided that the facade of the building has an entrance to publicly accessed ground floor uses. This MOS is being requested to address topographical constraints, context, and anticipated demand for ground floor dwelling units with exterior entrances. Example images of buildings using a single ground floor entrance, as well as a plan indicating potential locations where this MOS may be utilized within the project, are being provided separately.
 - Section 15.1.3 (Signs - Proportion and Shape)**
Revise to allow Band or Hanging signs to be the shape of any item that is representative of the business, such as a "dog tag" for a "bootcamp" style fitness retailer. Such irregularly shaped signs shall be limited to two per frontage. This would be appropriate in the context of the project. Example images of signs that would be permitted under this MOS are being provided separately.
 - Section 15.4 (Signs - Band Sign - Quantity)**
Revise to allow one Band Sign per tenant per frontage located between the ground floor and the second floor, in addition to any allowed Wall Sign. This MOS is being requested to address situations where a tenant within a multiple tenant building could have a Wall Sign and each ground floor tenant space could also have a Band Sign above its storefront. This would be appropriate in the context of the project. Example images of buildings showing this condition are being provided separately.
 - Section 15.5 (Signs - Canopy Sign - Lighting)**
Revise to allow Canopy Signs to be illuminated externally or internally. Internal illumination of a Canopy Sign would be appropriate. Historically, Canopy Signs, such as those used for theatre marquees, have been internally illuminated. This would be appropriate in the context of the project. Images showing internally illuminated Canopy Signs are being provided separately.
 - Section 15.10 (Signs - Hanging Sign - Sign Area & Lighting)**
Revise to change maximum sign area to 6 square feet per side. The 3 square foot maximum sign area permitted for Hanging Signs is very small. A 6 square foot Hanging Sign would be within the customary range for this type and would be appropriate in the project. Revise to allow Hanging Signs to be illuminated externally or internally. Internal illumination of a Hanging Sign would be appropriate. Images of Hanging Signs having an area of 6 square feet, as well as internally illuminated Hanging Signs, are being provided separately.
 - Section 15.14 (Signs - Vertical Blade Sign - Quantity)**
Revise to allow one Vertical Blade Sign per frontage, and to allow such Vertical Blade Signs in addition to any Hanging Signs that are used for other tenants. This would be appropriate in the context of the project. Images of multiple Vertical Blade Signs on a building, as well as Vertical Blade Signs being used on buildings with Hanging Signs are being provided separately.
 - Section 15.15 (Signs - Wall Sign - Quantity)**
Revise to allow two Wall Signs located at a building's roofline per building and no more than one such Wall Sign per frontage and to allow such Wall Signs in addition to any allowed Band Signs. This would be appropriate in the context of the project. This MOS is being requested to address the reciprocal situation to that described in MOS No. 7 above, where a tenant within a multiple tenant building would have a roofline Wall Sign and each ground floor tenant space could also have a Band Sign at its entrance. This would be appropriate in the context of the project. Example images of buildings showing this condition are being provided separately.

PARKLAND & ROADWAY IMPACT FEE
OFFSET REQUESTS

Parkland Impact Fee Offset Request: \$4,129,232.50 of \$6,989,969 (See C7.1)
Roadway Impact Fee Offset Request: \$9,199,521.00 (See C7.2)

COMPREHENSIVE REVIEW NOTE

Comprehensive review of roadway, stormwater, and utility elements by City of Franklin staff will occur at the site plan stage. Project entitlements approved with this development plan do not constitute approval of the roadway, stormwater, and utility elements shown on the development plan. If, upon application of City of Franklin street, stormwater, and utility standards at the site plan stage, the applicant cannot achieve the maximum approved entitlements, the applicant shall be confined to the entitlements achievable from the application of said standards.



NOTE:
BEARINGS SHOWN HEREON ARE BASED ON THE
TENNESSEE STATE PLANE COORDINATE SYSTEM,
ZONE 5301, FIPSZONE 4100; NAD 83 DATUM.

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CITY OF FRANKLIN # 7239

EAST WORKS DISTRICT

FOR
MarketStreet™
ENTERPRISES

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

JOB NO.	12067	DESIGNED:	B. WRIGHT	DRAWN:	B. SHRUM	SCALE:	NO SCALE	DATE:	APRIL 13, 2020
WK. ORDER	0362								
REVISIONS									

COVER SHEET

C0.0



- 1 EXISTING CAROTHERS BUILDING
- 2 OFFICE OR MIXED USE
- 3 RETAIL FRONTAGE
- 4 MULTI-FAMILY OR MIXED USE
- 5 BOUTIQUE HOTEL
- 6 PARKING STRUCTURES
- 7 CIVIC GREEN
- 8 CIVIC PLAZA
- 9 STORMWATER BASIN
- 10 EXISTING CEMETERY
- 11 ROWHOUSES
- 12 "JEWEL BOX" BUILDINGS
- 13 OVER-STREET CONNECTOR
- 14 TRANSIT STOP
- S SERVICE AREAS

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 of the project.

CITY OF FRANKLIN # 7239

EAST WORKS DISTRICT

FOR
MarketStreet™
ENTERPRISES

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

OPEN SPACE REQUIREMENT

SITE INFORMATION

Acreage / Square Footage of Site: 49.929 Ac. / 2,174,907± S.F.
Minimum Open Space Acreage Required: 108,745± S.F. (5% or 2.5 Ac.)
If Residential, Natural Area Required: N/A

OPEN SPACE PROVIDED

Key	Open Space Type	Area of Open Space	Hardscape Area (S.F.)	Hardscape Area (%)	Stormwater Feature Included? (Y/N)
1	Neighborhood Amenity	16,830± S.F.	--	--	N
2	Pocket Park	3,320± S.F.	--	--	N
3	Pocket Park	1,460± S.F.	--	--	N
4	Outdoor Dining Area/Plaza	2,440± S.F.	--	--	N
5	Plaza	2,560± S.F.	--	--	N
6	Greenway	12,100± S.F.	--	--	N
7	Greenway	7,950± S.F.	--	--	N
8	Greenway	6,010± S.F.	--	--	N
9	Outdoor Dining Area/Plaza	19,915± S.F.	--	--	N
10	Outdoor Dining Area/Plaza	27,640± S.F.	--	--	N
11	Outdoor Dining Area/Plaza	2,075± S.F.	--	--	N
12	Plaza	5,600± S.F.	--	--	N
13	Green	890± S.F.	--	--	N
Total Provided:		108,790± S.F.			

OPEN SPACE TYPES NOTE:

It is anticipated that Open Space will be provided in the types and at the locations indicated; provided that each Open Space may be any of the Open Space Types and in any location as allowed by Zoning Ordinance Chapter 11, as designated by the developer in the applicable Site Plan.

TAKE-DOWN SCHEDULE FOR MULTI-SECTION DEVELOPMENT

Development	Nonresidential Use	Square Footage	Single-Family Units	Multi-Family Units	Townhouse	Hotel Keys	Garage
Overall Entitlements	Restaurant, Retail, Hotel, Office	1,525,084± S.F.	N/A	1,615 Units	9 Units	605 Keys	4,864 Spaces
Pad A	Restaurant, Retail, Hotel	514,140± S.F.	N/A	0 Units	0 Units	381 Keys	986 Spaces
Pad B	Restaurant, Retail, Office	16,300± S.F.	N/A	243 Units	0 Units	0 Keys	491 Spaces
Pad C	Restaurant, Retail, Hotel, Office	464,644± S.F.	N/A	284 Units	0 Units	224 Keys	1,626 Spaces
Pad D	N/A	0± S.F.	N/A	292 Units	0 Units	0 Keys	491 Spaces
Pad E	N/A	0± S.F.	N/A	291 Units	0 Units	0 Keys	491 Spaces
Pad F	N/A	0± S.F.	N/A	337 Units	0 Units	0 Keys	491 Spaces
Pad G	N/A	0± S.F.	N/A	168 Units	0 Units	0 Keys	288 Spaces
Pad H	Existing Office	530,000± S.F.	N/A	0 Units	0 Units	0 Keys	0 Spaces
Pad I	N/A	0± S.F.	N/A	0 Units	9 Units	0 Keys	0 Spaces
Pad J	N/A	0± S.F.	N/A	0 Units	0 Units	0 Keys	0 Spaces

ZONING: RC6, REGIONAL COMMERCE 6
DESIGN CONCEPT: REGIONAL COMMERCE
CHARACTER AREA: McEWEN

ZONING: RC6, REGIONAL COMMERCE 6
DESIGN CONCEPT: REGIONAL COMMERCE
CHARACTER AREA: McEWEN

ZONING: RC6, REGIONAL COMMERCE 6
DESIGN CONCEPT: REGIONAL COMMERCE
CHARACTER AREA: McEWEN

ZONING: RC6, REGIONAL COMMERCE 6
DESIGN CONCEPT: REGIONAL COMMERCE
CHARACTER AREA: McEWEN

ZONING: RC6, REGIONAL COMMERCE 6
DESIGN CONCEPT: REGIONAL COMMERCE
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ZONING: RC6, REGIONAL COMMERCE 6
DESIGN CONCEPT: REGIONAL COMMERCE
CHARACTER AREA: McEWEN

R.O.W. DEDICATION
ALONG CAROTHERS
PARKWAY: 0.31 AC.

P.O.S.SIBLE TRANSIT
STOP ROUTE 2

ZONING: PD, PLANNED DISTRICT
DESIGN CONCEPT: REGIONAL COMMERCE
CHARACTER AREA: McEWEN

ZONING: RC12, REGIONAL COMMERCE 12
DESIGN CONCEPT: REGIONAL COMMERCE
CHARACTER AREA: McEWEN

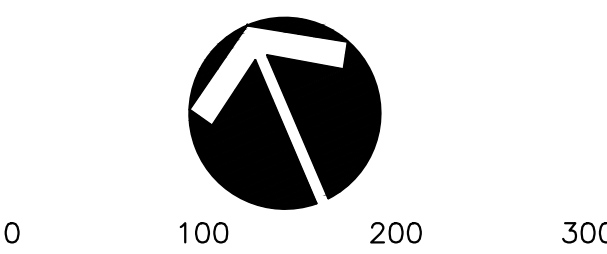
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DESIGN CONCEPT: REGIONAL COMMERCE
CHARACTER AREA: McEWEN

ZONING: RC12, REGIONAL COMMERCE 12
DESIGN CONCEPT: REGIONAL COMMERCE
CHARACTER AREA: McEWEN

ZONING: RC12, REGIONAL COMMERCE 12
DESIGN CONCEPT: REGIONAL COMMERCE
CHARACTER AREA: McEWEN

LEGEND

- EXISTING CANOPY TO REMAIN
- OPEN SPACE
- PROPOSED PERVIOUS PAVERS
- PROPOSED ASPHALT
- PROPOSED COMMERCIAL/MIXED USE
- PROPOSED MULTI-FAMILY BUILDING OR COMMERCIAL/MIXED-USE BUILDING
- EXISTING BUILDING



NOTE:
BEARINGS SHOWN HEREON ARE
BASED ON THE TENNESSEE STATE
PLANE COORDINATE SYSTEM, ZONE
5301, FIPSZONE 4100; NAD 83 DATUM.

SITE DATA

SITE INFORMATION

Project Name: East Works District
Project #: ---
Address: 9009 Carothers Parkway
Franklin, Williamson County
Map / Parcel: 053 / 142.00
Acreage / Square Footage of Site: 49.929 Ac. / 2,174,907± S.F.
Vesting Date: N/A

REGULATIONS

Base Zoning: RC12 (Regional Commerce 12)
Proposed Zoning: PD (Planned District)
Overlay Zoning: N/A
Proposed Principle Use: All principle uses permitted or permitted with additional use regulations for Planned Districts under Section 5.1 of the Zoning Ordinance
Proposed Accessory Use: All accessory uses permitted or permitted with additional use regulations for Planned Districts under Section 5.2 of the Zoning Ordinance
Building Types Applied: Commercial / Mixed-Use Building, Multifamily Building, & Townhouse
Frontage Types Applied: Urban Landscape Frontage (Carothers Pkwy) Urban Frontage (All Other Streets)
Lot Width (Residential): Townhouse (Min. 18')
Lot Size (Residential): N/A
Setbacks
Front Yard (Carothers Parkway): 40' (Prior to any R.O.W. Dedication/50' Stub) Front Yard (Internal): 10' Min (From Face of Curb) & 30' Max (Unless otherwise shown on plan)**
Side Yard (External): 5' Min
Side Yard (Internal): 0' Min (Subject to buildings maintaining a minimum spacing of 10' feet)
Rear Yard (I-65): 25' Min
Rear Yard (Internal): 10' Min
Dwelling Unit Count, By Type:
Multi-Family: 1,615 Units
Townhouse: 9 Units
Commercial S.F., By Use:
Offices: 1,048,000 S.F. (Total)
530,000 S.F. (Existing)
518,000 S.F. (New)
Restaurants: 34,550 S.F.
Retail: 27,750 S.F.
Hotel Keys: 414,784 S.F. (605 Keys)
Building Height:
Multi-Family (D,E,F,G): 4-6 Floors; Type 3A
Townhouse (I): 3-4 Floors; Type 3A
Commercial/Mixed-Use Building (A1, A2, B, C1, C2, C3): 6-12 Floors; Type 1A or 1B
Commercial/Mixed-Use Building (J): 1-2 Floors; Type 1A or 1B
Min. Landscape Surface Area: 20%
Open Space S.F. Required: 108,745± S.F. (5% or 2.5 Ac.)
Natural Area S.F. Required: N/A- Mixed Use
Tree Canopy Retention Acreage: 2.39± Ac. (24% of Existing Canopy Retention Req.)
Parking Required, By Use: See Parking Supply Analysis conducted by Nelson/Nygard on March 27, 2020
Parking Provided, By Use: See Parking Supply Analysis conducted by Nelson/Nygard on March 27, 2020
Historic Resource Treatment (Y/N): No

BUILDING TYPES NOTE

Buildings A1, A2, B, C1, C2, C3, and J1, J2, J3, J4 and J5 are the Commercial / Mixed Use Building Type. It is presently anticipated that each of Buildings D, E, F, and G will be either the Multifamily Building Type or the Commercial / Mixed Use Building Type, as designated by the developer in the applicable Site Plan.

STATEMENT OF IMPACTS

Police, Fire & Recreation Facilities: - The site is located 5.5 miles from the new downtown Franklin police headquarters and approximately 2 miles from Fire Station 6 located at 1561 Cool Springs Boulevard. Currently, the site has a large open space for passive play. The site is 2.1 miles from Liberty Park and associated dog park; 5.4 miles to Pinkerton Park.

COMPLIANCE WITH ENVISION FRANKLIN

Consistent with the Major Objectives and Guiding Principles of Envision Franklin, East Works District is intended to be an exceptional place for residents, employees and visitors through its thoughtful and unprecedented site design, building forms, architecture, pedestrian environment, and activated streets. A first-of-its-kind redevelopment unlike anything Franklin has seen before, East Works District will attract a variety of businesses and commercial tenants by providing a unique and high-quality mixed-use environment for residents, employees, patrons and visitors to enjoy.

The location of East Works District along Carothers Parkway and the I-65 corridor is ideally suited for higher intensity development, taller buildings, and a mix of uses. The Envision Franklin "Design Concepts Map" identifies this area as "Regional Commerce". The proposed development is in keeping with the description of this area as "high intensity activity centers that attract large numbers of people and employers from both within and outside the City." With prominent visibility from both I-65 and Carothers Parkway, East Works District will set the standard for corridor redevelopment, integrated design and innovative architecture (Envision Franklin Guiding Principle: Exceptional Design).

The existing Carothers Building site is currently underutilized and dominated by surface parking. The proposed East Works District development will convert an under-utilized single-use commercial parcel into a dynamic mixed-use environment that maximizes the land use potential of the site through the development of multi-story mixed-use buildings with carefully integrated parking and activated, walkable streets. A pedestrian-friendly environment will be achieved through the design of internal parking structures, shallow building setbacks, generous sidewalks, main entrances oriented to the street, pedestrian-scale signage and lighting, and street-level storefront windows. East Works District will include a variety of public spaces, each easily accessible from an interconnected network of sidewalks and paths. The plan will help the City achieve its goal of "inviting neighborhoods with memorable character through a balanced mix of dwellings, parks and open spaces, civic buildings, shops and workplaces" (Envision Franklin Guiding Principle: Vibrant Neighborhoods). East Works District will set the bar for "high quality design of buildings, public spaces, streets, pedestrian facilities and landscaping [that works] together to enhance the public realm and create exceptional places for people" (Envision Franklin Guiding Principle: Context-Responsive Infill).

The City of Franklin seeks "responsible and purposeful growth that enhances quality of life [and] provides a dynamic mix of land uses" (Envision Franklin Guiding Principle: Managed Growth). East Works District is situated in an existing commercial and mixed-use corridor with existing infrastructure and services. The plan reflects a compact land-use pattern that supports the City's goals of efficient resource utilization and transportation alternatives. The new development will be complementary to its surroundings and will "enhance the quality of life and the economic health of the community" (Envision Franklin Guiding Principle: Context-Responsive Infill).

Envision Franklin also aims to "attract new businesses, and to stimulate a climate for entrepreneurial ventures and investment" (Envision Franklin Guiding Principle: Economic Vitality). East Works District will feature new medium- to high-density residential housing and attached single-family housing in the form of urban rowhouses. Incorporating additional residential uses west of Carothers Parkway will enhance the economic vitality of both this project and the adjacent Meridian Cool Springs). The single- and multi-family neighborhoods in the surrounding Carothers Parkway area, as well as the numerous existing office buildings and hotels, will benefit from a variety of new restaurants, shops, and employment opportunities within East Works District.

East Works District will provide both on- and off-street parking, in numbers that capitalize on the efficiency of shared parking. Additionally, the project will be the first in the region to contemplate a future that includes advances in motorized transportation including self-parking, autonomous vehicles. The project will have a "well-designed, effective, convenient, and active transportation network" that is "achieved through a complete system of streets, bicycle and pedestrian routes" (Envision Franklin Guiding Principle: Connected Community).

CITY OF FRANKLIN # 7239

EAST WORKS DISTRICT

FOR
MarketStreet™
ENTERPRISES

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

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FLOOR 200
NASHVILLE, TN 37203
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615.254.4891



WK ORDER

12067

DESIGNED: B. WRIGHT

DRAWN: S. BERNICK

SCALE: 1" = 100'

DATE: APRIL 13, 2020

REVISIONS

05/07/2020 Rev. Per Staff Comments

OVERALL DEVELOPMENT PLAN

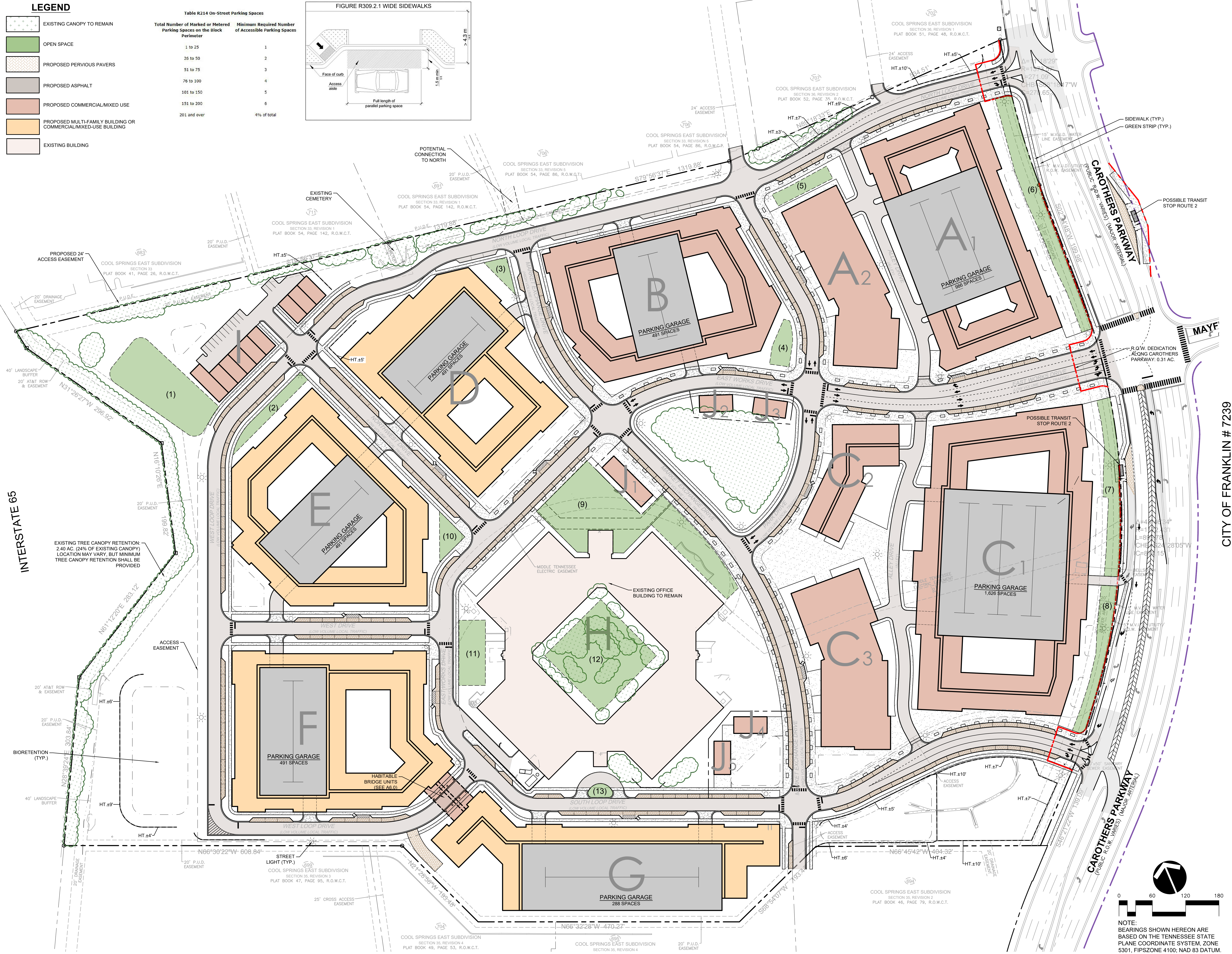
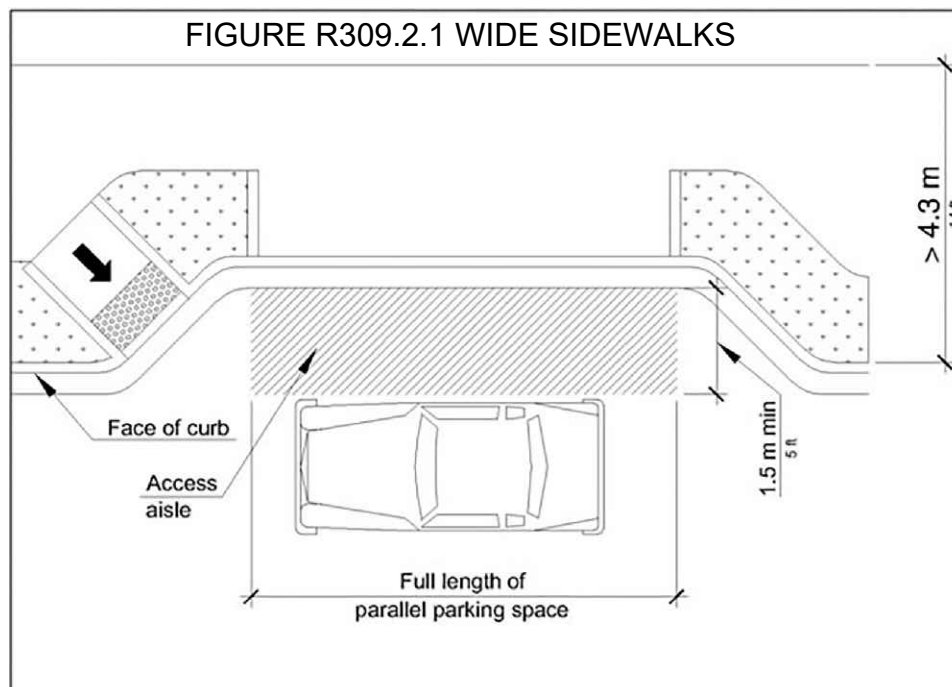
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LEGEND

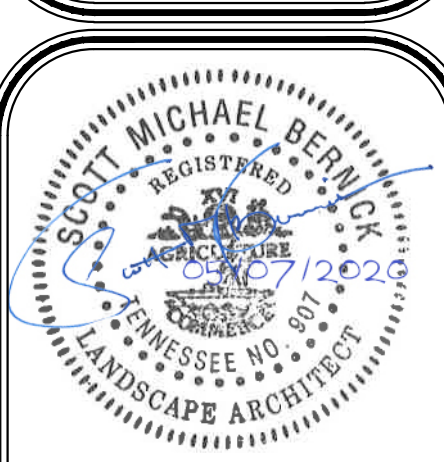
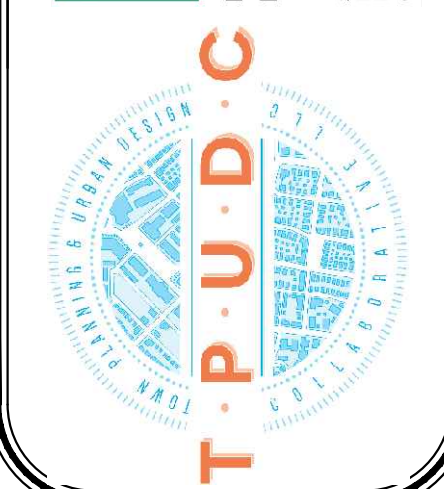
- EXISTING CANOPY TO REMAIN
- OPEN SPACE
- PROPOSED PERVIOUS PAVERS
- PROPOSED ASPHALT
- PROPOSED COMMERCIAL/MIXED USE
- PROPOSED MULTI-FAMILY BUILDING OR COMMERCIAL/MIXED-USE BUILDING
- EXISTING BUILDING

Table R214 On-Street Parking Spaces		
Parking Spaces on the Block Perimeter	Minimum Number of Marked or Metered Parking Spaces	Minimum Required Number of Accessible Parking Spaces
1 to 25	1	1
26 to 50	2	2
51 to 75	3	3
76 to 100	4	4
101 to 150	5	5
151 to 200	6	6
201 and over	4% of total	4% of total

FIGURE R309.2.1 WIDE SIDEWALKS



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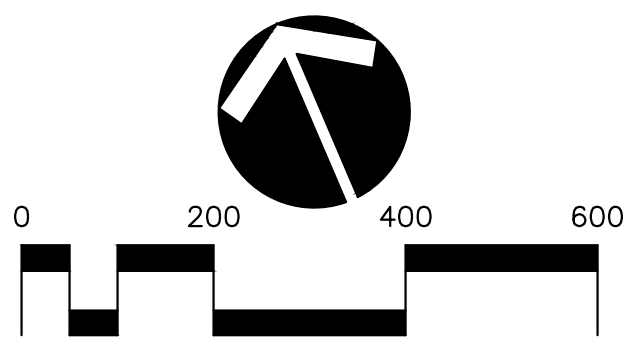
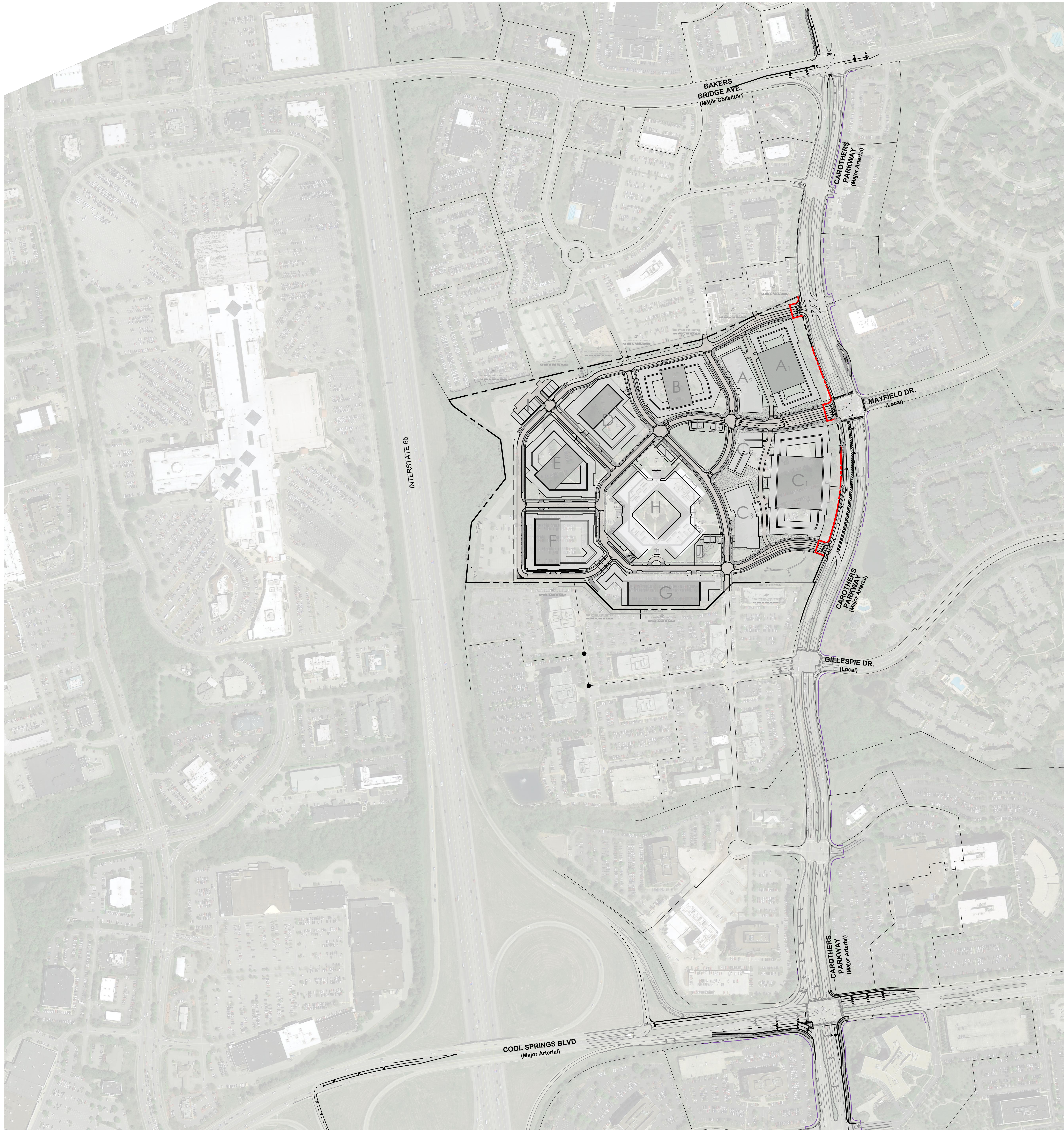
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JOB NO.	WK. ORDER
12067	0362
DESIGNED:	B. WRIGHT
DRAWN:	S. BERNICK
SCALE:	1" = 60'
DATE:	APRIL 13, 2020

ENLARGED DEVELOPMENT PLAN

C2.1

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NOTE:
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CITY OF FRANKLIN # 7239

EAST WORKS DISTRICT

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CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

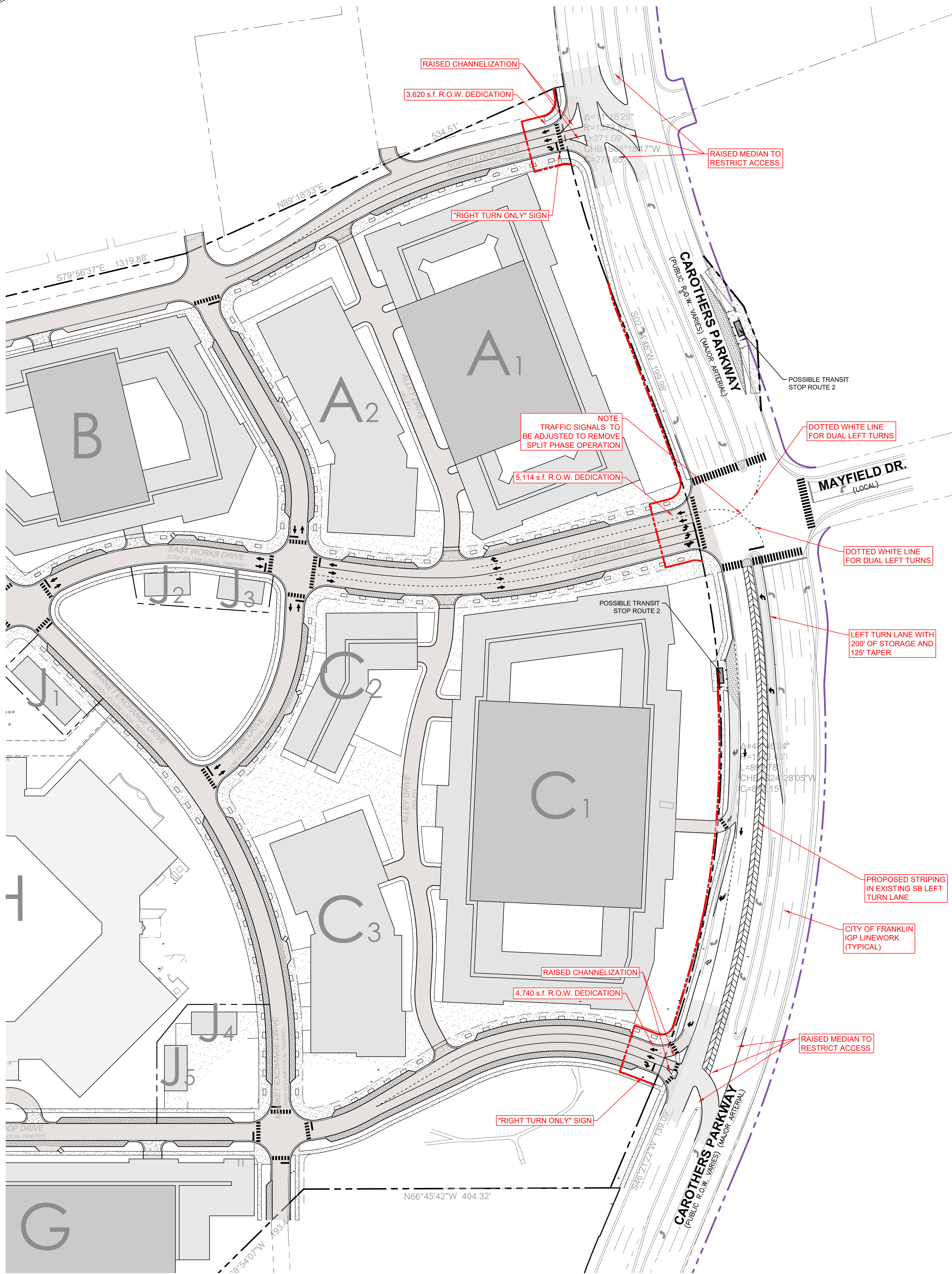
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12067	0362	S. BERNICK	B. SHRUM	1" = 200'	APRIL 13, 2020
					REVISIONS
					05/03/20 Rev. Per Staff Comments

OVERALL FUTURE
IGP PLAN

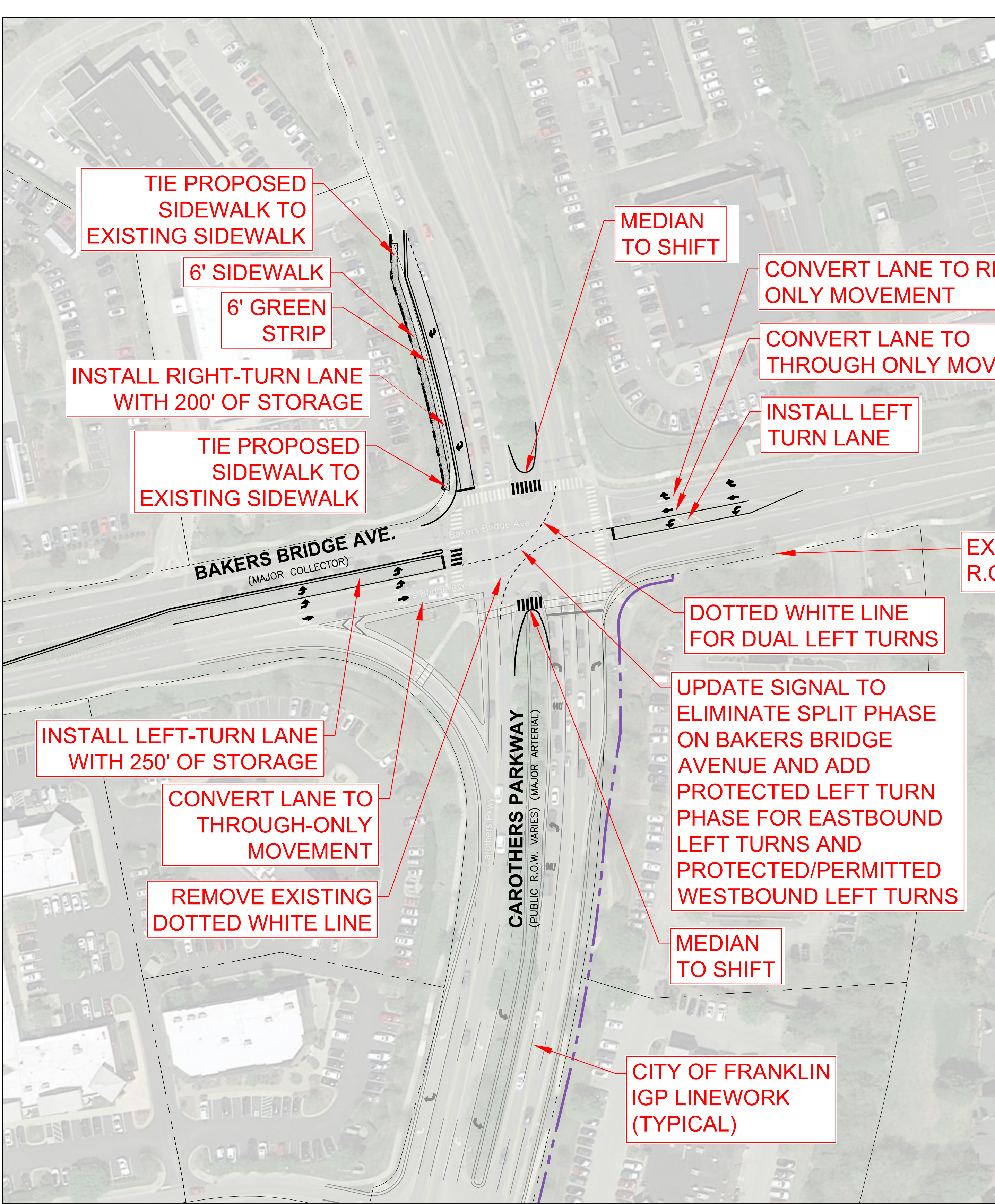
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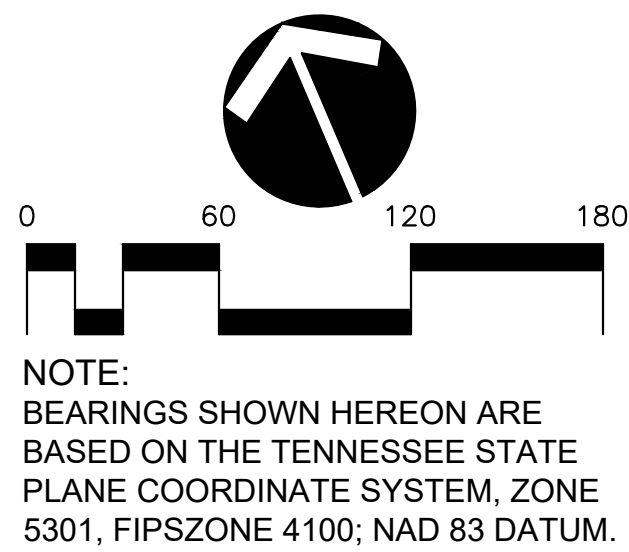
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CAROTHERS PKWY



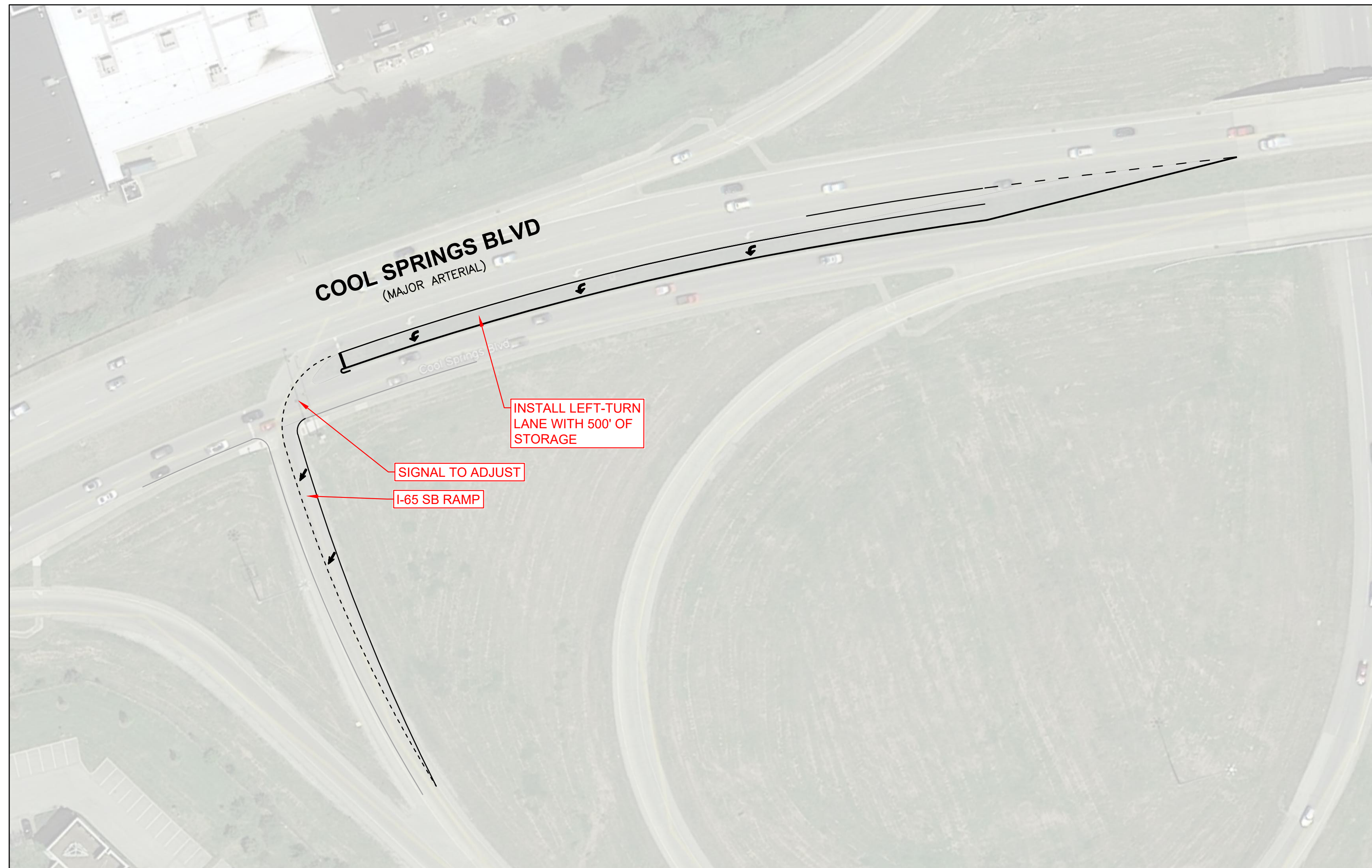
CAROTHERS PKWY AT BAKERS BRIDGE



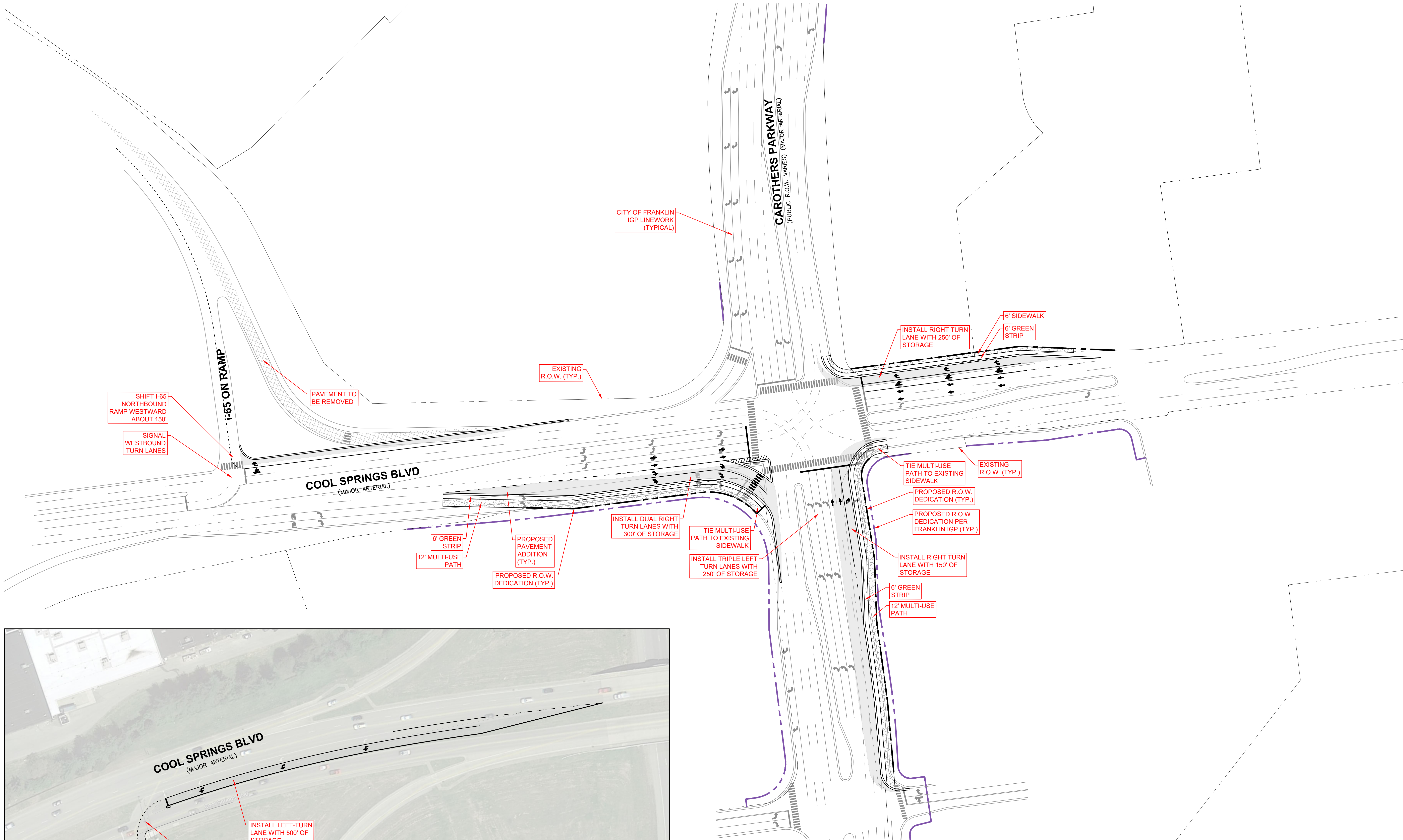
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JOB NO.	12067	WK. ORDER	0362	DESIGNED:	S. BERNICK	DRAWN:	B. SHRUM	SCALE:	1" = 60'	DATE:	APRIL 13, 2020	REVISIONS	05/07/20 Rev. Per Staff Comments
ENLARGED FUTURE IGP PLAN													
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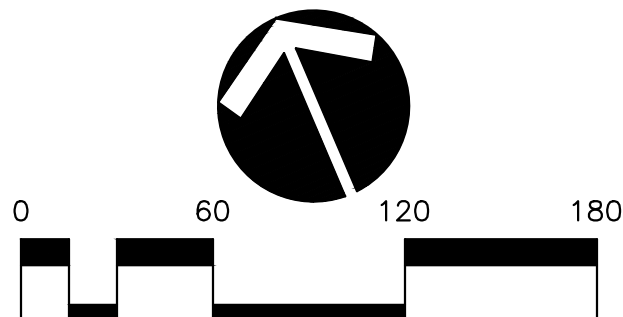
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I-65 SOUTHBOUND ON COOL SPRINGS BLVD



CAROTHERS PKWY AT COOL SPRINGS BLVD



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CITY OF FRANKLIN # 7239

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CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

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ENLARGED
FUTURE IGP PLAN

C2.4



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GRADING & DRAINAGE NOTES

Statement of Impacts

Drainage Facilities: - Site stormwater drains to existing infrastructure at the Southeast and Southwest corners of the parcel. An existing dry detention pond is located at the Eastern outfall. No stormwater quality is located on site. The proposed pd development will meet the City of Franklin's Stormwater Ordinance for water quality and quantity on-site.

Stormwater Narrative

Future development stormwater quantity and quality are currently being reviewed with the City of Franklin. Green infrastructure practices are shown for design intent only and are not intended to represent the final design. It is anticipated that a wide variety of practices will be used for this development including all green infrastructure practices listed in Table 5 of Section 1, 3.1 of the City of Franklin Best Management Practices Stormwater Management Manual as well as alternate BMPs supported by city staff including rainwater cisterns, water reuse, offsite treatment, and proprietary treatment devices. Additional methods may be proposed at site plan submittals, and are understood to need staff approval prior to implementation.

Grading & Drainage General Notes

1. Grading permit is required for any project disturbing more than 10,000 S.F., adding more than 5,000 S.F. 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.
6. Environmental permitting per jurisdictional determination from TDEC/USACOE shall be done with site plans.
7. Existing site stormwater outfalls at the existing detention pond at the Southeast corner of the site and headwall at the Southwest corner will be maintained.

GRADING & DRAINAGE DATA CHART

West Drainage:

Site Area: 28.46 Ac.
Impervious Area: 22.03 Ac.
Disturbed Area: 27.04 Ac.
Existing RV Value: TBD
Peak Flow Runoff: TBD

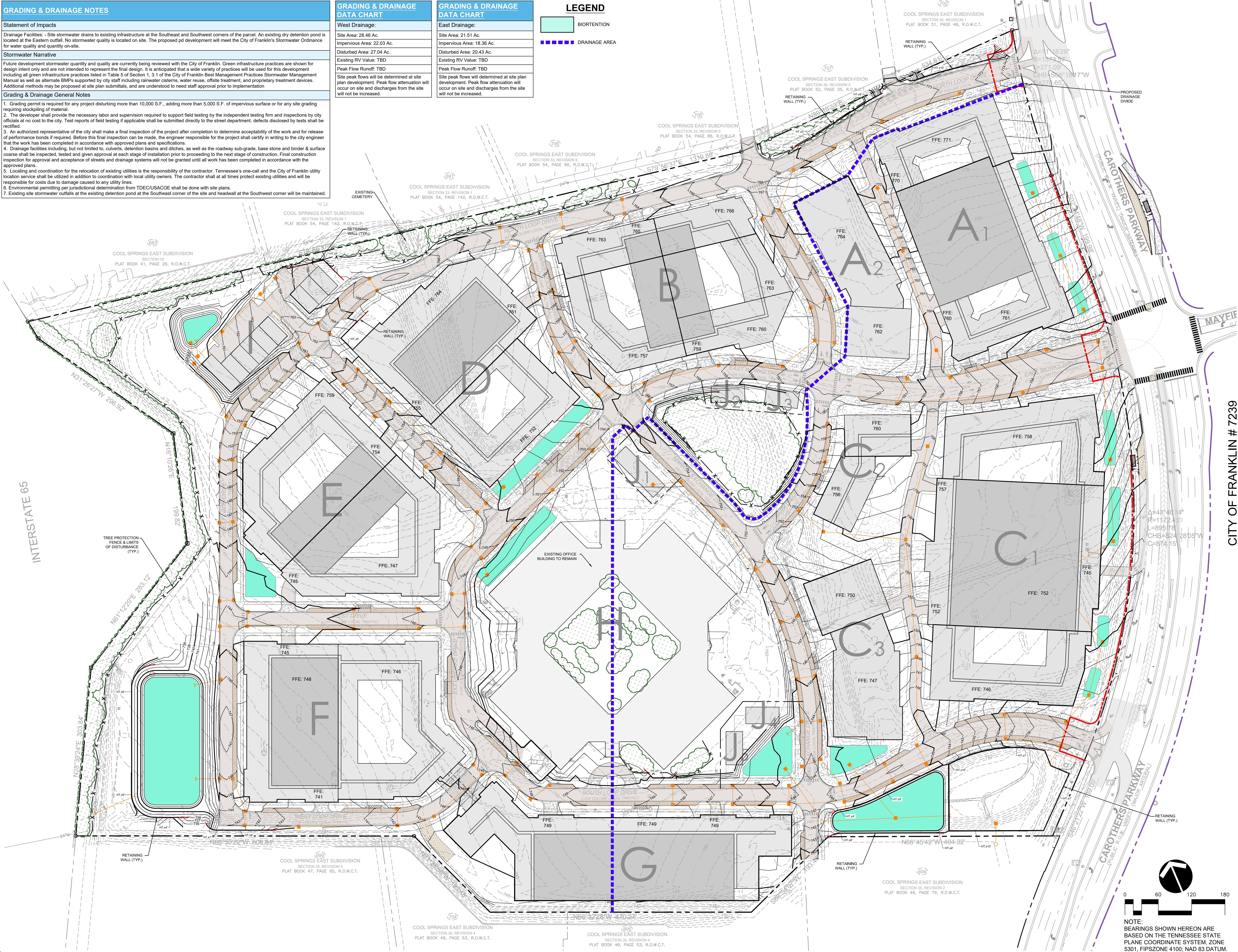
GRADING & DRAINAGE DATA CHART

East Drainage:

Site Area: 21.51 Ac.
Impervious Area: 18.36 Ac.
Disturbed Area: 20.43 Ac.
Existing RV Value: TBD
Peak Flow Runoff: TBD

LEGEND

- BIORTENTION
- DRAINAGE AREA



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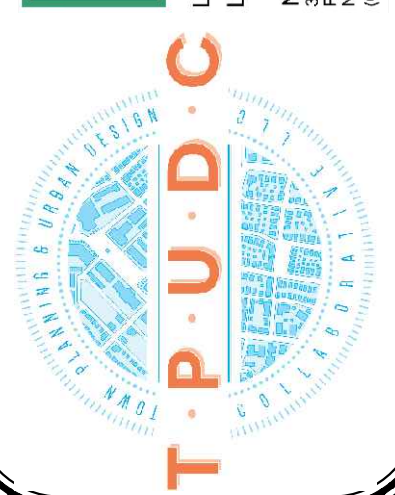
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OVERALL GRADING
& DRAINAGE PLAN

C3.0

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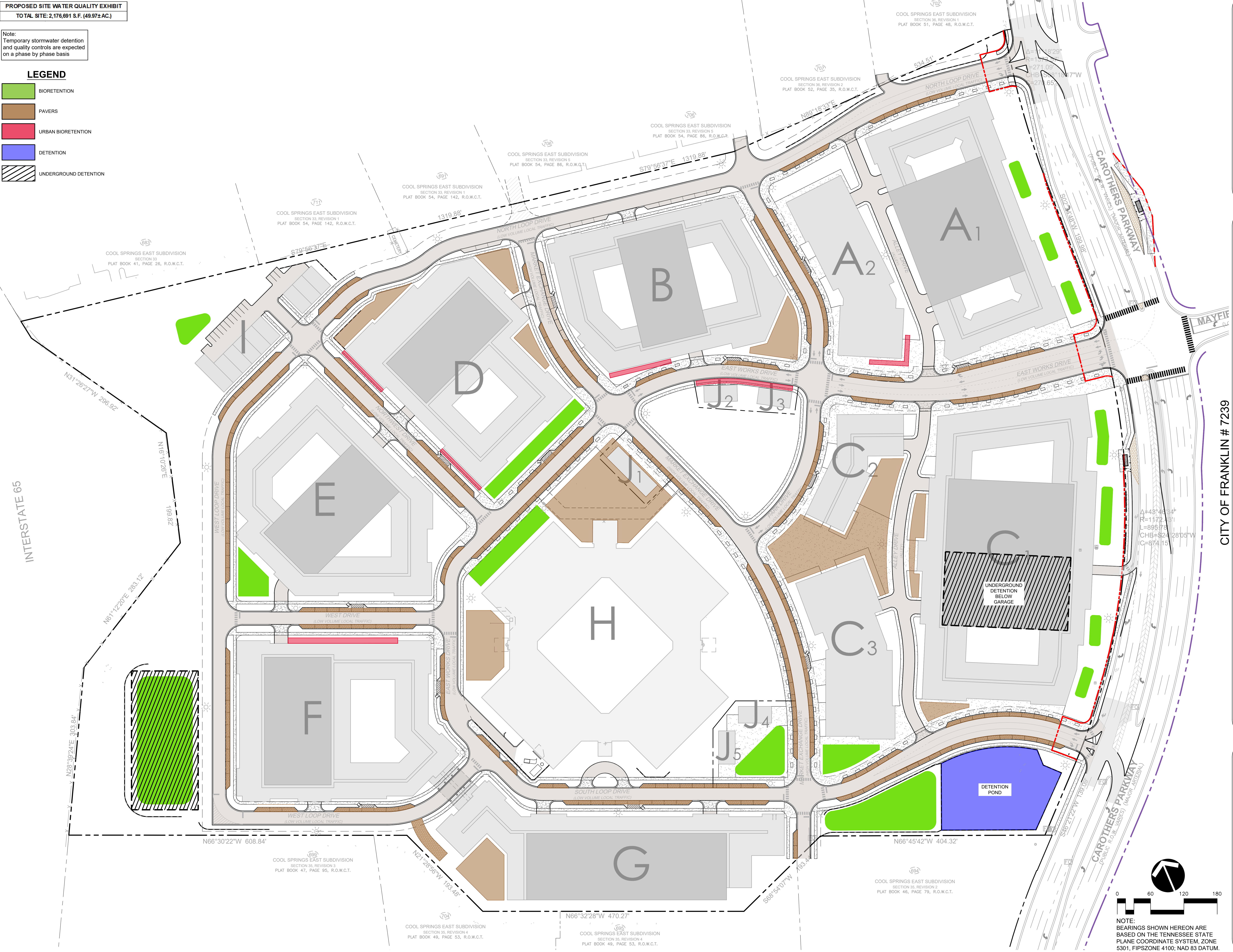
03/03/20 Rev.
Per Staff Comments
REVISIONS

PROPOSED SITE WATER QUALITY EXHIBIT
TOTAL SITE: 2,176,691 S.F. (49.97± AC.)

Note:
Temporary stormwater detention
and quality controls are expected
on a phase by phase basis

LEGEND

- BIORETENTION
- PAVERS
- URBAN BIORETENTION
- DETENTION
- UNDERGROUND DETENTION



CITY OF FRANKLIN # 7239

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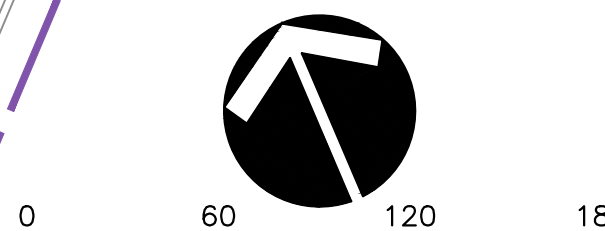
OVERALL
STORMWATER
PLAN

C3.1

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NOTE:
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BASED ON THE TENNESSEE STATE
PLANE COORDINATE SYSTEM, ZONE
5301, FIPSZONE 4100; NAD 83 DATUM.



ROW & ACCESS DATA CHART	
Daily Trip Generation:	See Traffic Impact Study
Peak Hour Trip Generation:	See Traffic Impact Study
Traffic Impact Study Required:	See Traffic Impact Study
Circulation Plan Required:	See Traffic Impact Study
Low Volume Local Design Parameters	
Franklin Transportation Street Technical Standards Edition:	2017
Design Vehicle:	SU-30
Design Speed / Posted Speed:	20 MPH / 20 MPH
Stopping Sight Distance:	115 FT
Intersection / Driveway Sight Distance:	225 FT
Horizontal Alignment	
Min. Centerline Radius:	70 FT
Min. Tangent Between Curves / Intersections:	0 FT
Min. Centerline Arc Length:	N/A
Vertical Alignment	
Min./Max. Centerline Grade:	0.5-1.0% / 14%
Max. Approach Centerline Grade:	4% for 200 FT
Min. Crest / Sag Curve K-Value:	7 / 17
Access Management	
Min. Distance Between Intersections:	75' (See Plan)
Min. Distance Between High Volume / Alleys & Intersections:	N/A
Min. Distance Between Driveway and Intersections:	N/A
(Ex. Drive 1 @ Carothers to Ex. Drive 2 @ Carothers:	545'±
(Ex. Drive 2 @ Carothers to Proposed Drive 3 @ Carothers:	400'±
(Proposed Drive 3 @ Carothers to Ex. Drive 4 @ Carothers:	310'±
Driveway Width (Two-way):	24'
Driveway Approach Street Configuration:	Curb cut (3 Existing curb cut locations & 1 proposed curb cut locations

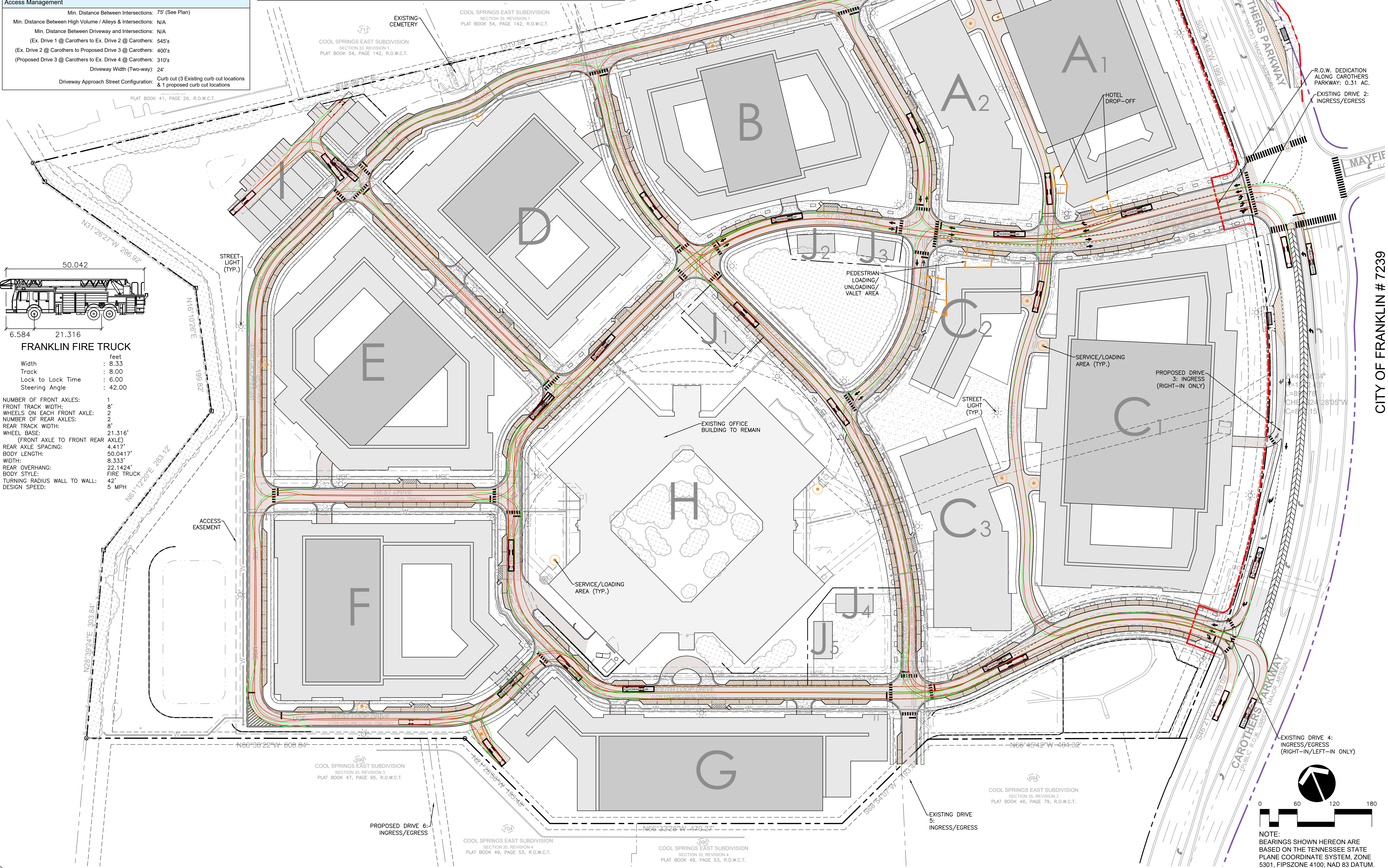
ROW & ACCESS NOTES	
Statement of Impacts	
See Traffic Impact Study	
Roadway Network Narrative	
See Traffic Impact Study	
ROW & Access General Notes	
1. Prior to beginning any construction, the developer and/or contractor, shall obtain all necessary permits as required by law. Such permits may include, 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.	

LEGEND

PEDESTRIAN LOADING/UNLOADING AREA

SERVICE/LOADING AREA

NOTE:
Street lights shall have a LED light source



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CANTANACUA, TN 37008
www.ragan-smith.com
(615) 244-4891

T.P.U.D.C.

SCOTT MICHAEL BERNICK
REGISTERED PROFESSIONAL ENGINEER
TENNESSEE NO. 0000000000
LANDSCAPE ARCHITECT
1022
1022

CITY OF FRANKLIN # 7239

EAST WORKS DISTRICT

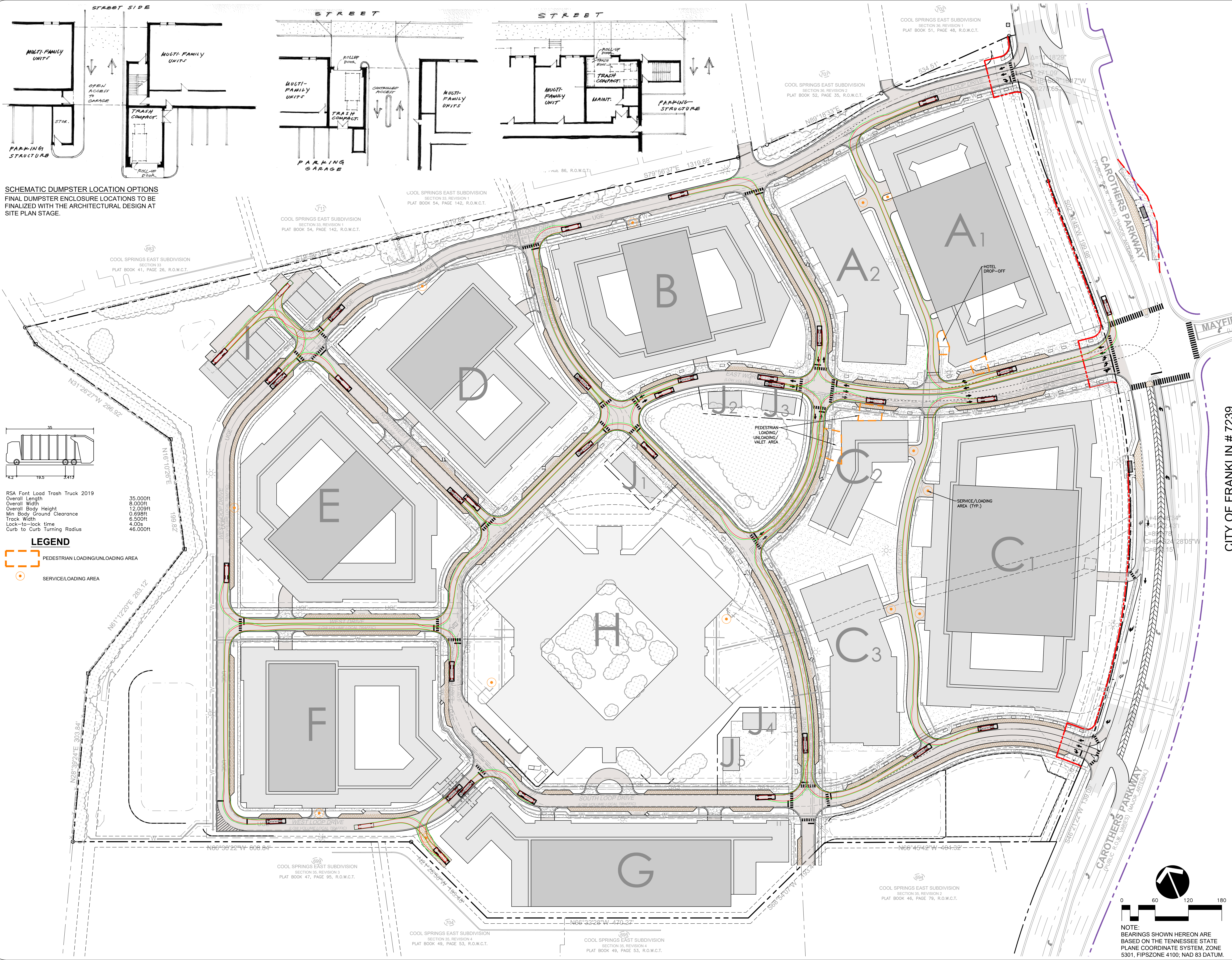
FOR
MarketStreet™
ENTERPRISES

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

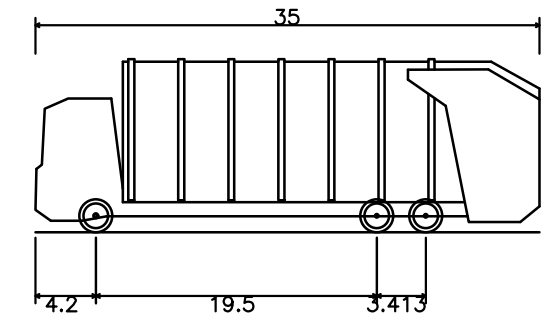
OVERALL R.O.W. & ACCESS PLAN

C4.0

JOB NO.	12067	WK. ORDER	0362	DESIGNED:	S. BERNICK	DRAWN:	B. SHRUM	SCALE:	1"=60'	DATE:	APRIL 13, 2020	REVISIONS
OVERALL R.O.W. & ACCESS PLAN												
C4.0												



SCHEMATIC DUMPSTER LOCATION OPTIONS
FINAL DUMPSTER ENCLOSURE LOCATIONS TO BE
FINALIZED WITH THE ARCHITECTURAL DESIGN AT
SITE PLAN STAGE.



RSA Front Load Trash Truck 2019
Overall Length 35.000ft
Overall Width 8.000ft
Overall Body Height 12.000ft
Min Body Ground Clearance 0.698ft
Track Width 6.500ft
Lock-to-lock time 4.00s
Curb to Curb Turning Radius 46.000ft

LEGEND

- PEDESTRIAN LOADING/UNLOADING AREA
- SERVICE/LOADING AREA

RAGAN SMITH

LANDSCAPE ARCHITECTS & SURVEYORS

CHATTANOOGA, TN 37402

615.264.4891

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TPUDC

THE PUBLIC UTILITIES DISTRICT OF CHATTANOOGA

SCOTT MICHAEL BERNICK

REGISTERED PROFESSIONAL ENGINEER

STATE OF TENNESSEE NO. 0000000000

LANDSCAPE ARCHITECT

CITY OF FRANKLIN # 7239

EAST WORKS DISTRICT

FOR

Market Street ENTERPRISES

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

JOB NO. 12067

WK. ORDER 0362

DESIGNED: S. BERNICK

DRAWN: Z. SWAFFORD

SCALE: 1"=60'

DATE: APRIL 13, 2020

REVISIONS

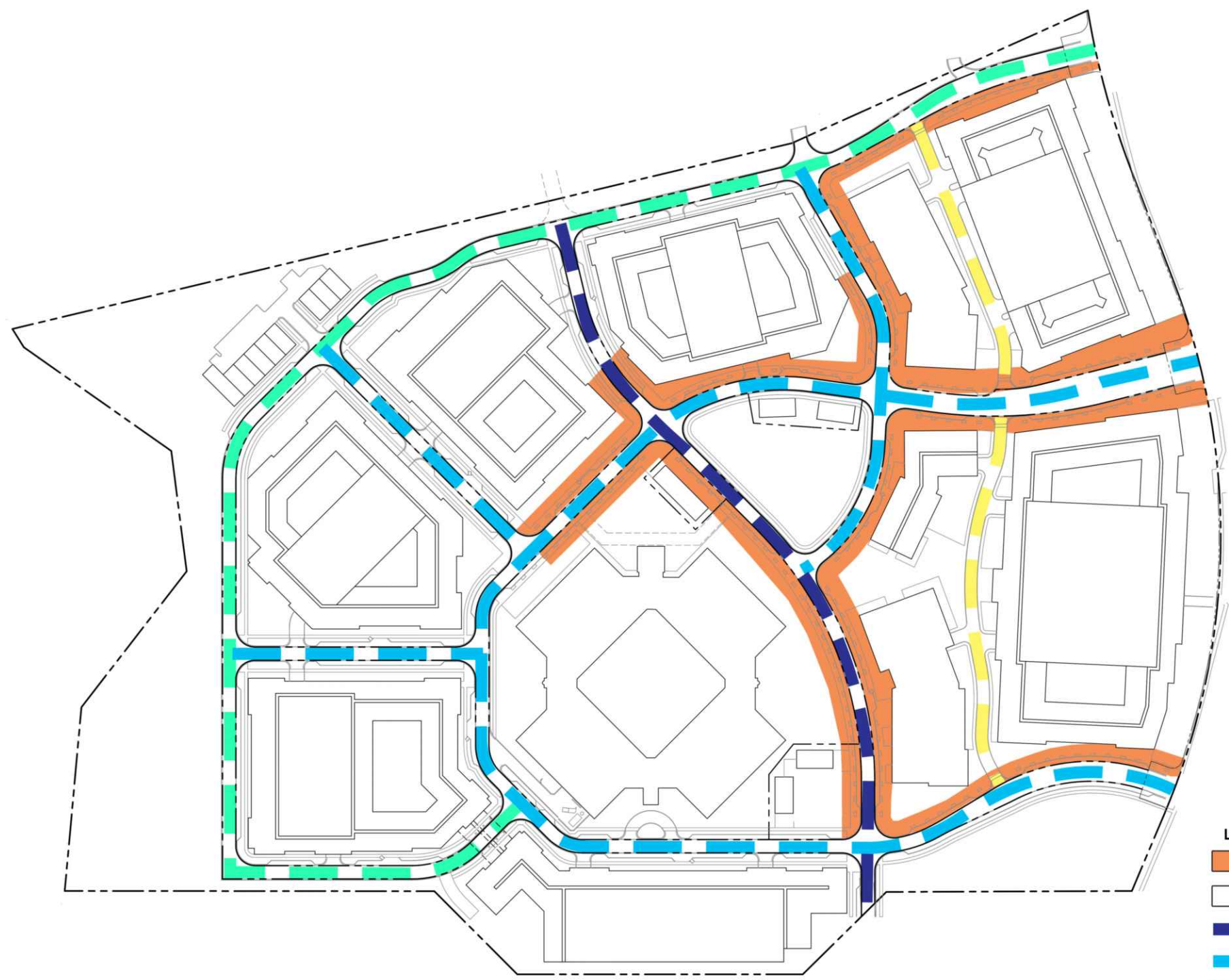
05/03/20 Rev. Per Staff Comments

SINGLE UNIT TRUCK MOVEMENT PLAN

C4.1

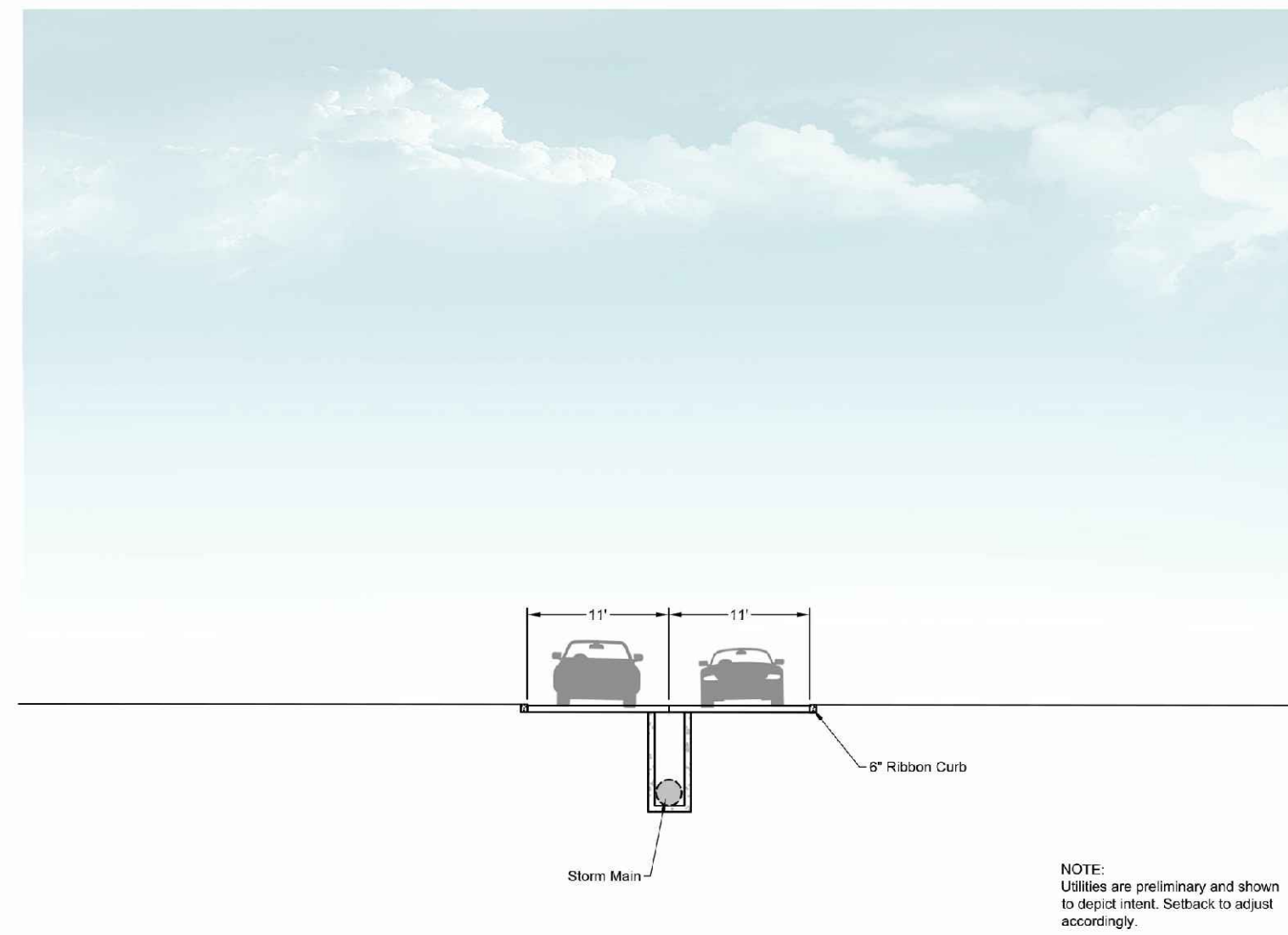
NOTE: BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, ZONE 5301, FIPSZONE 4100; NAD 83 DATUM.

0 60 120 180



KEY MAP

*This development shall provide as much pedestrian facilities as possible. At the Site Plan submittal, staff has the ability to waive the requirement to provide sidewalk on a case by case basis.

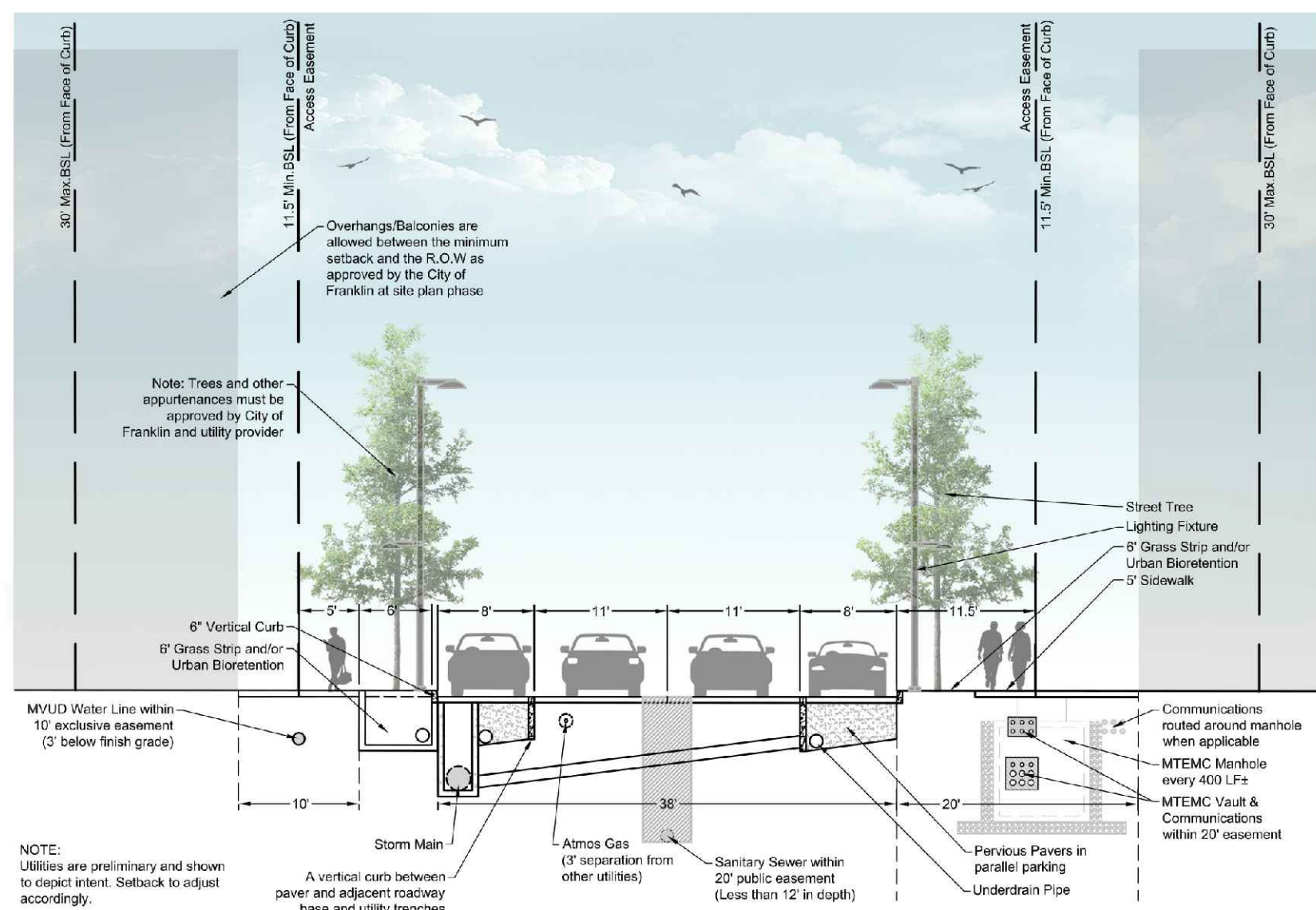


ALLEY TYPICAL CROSS SECTION

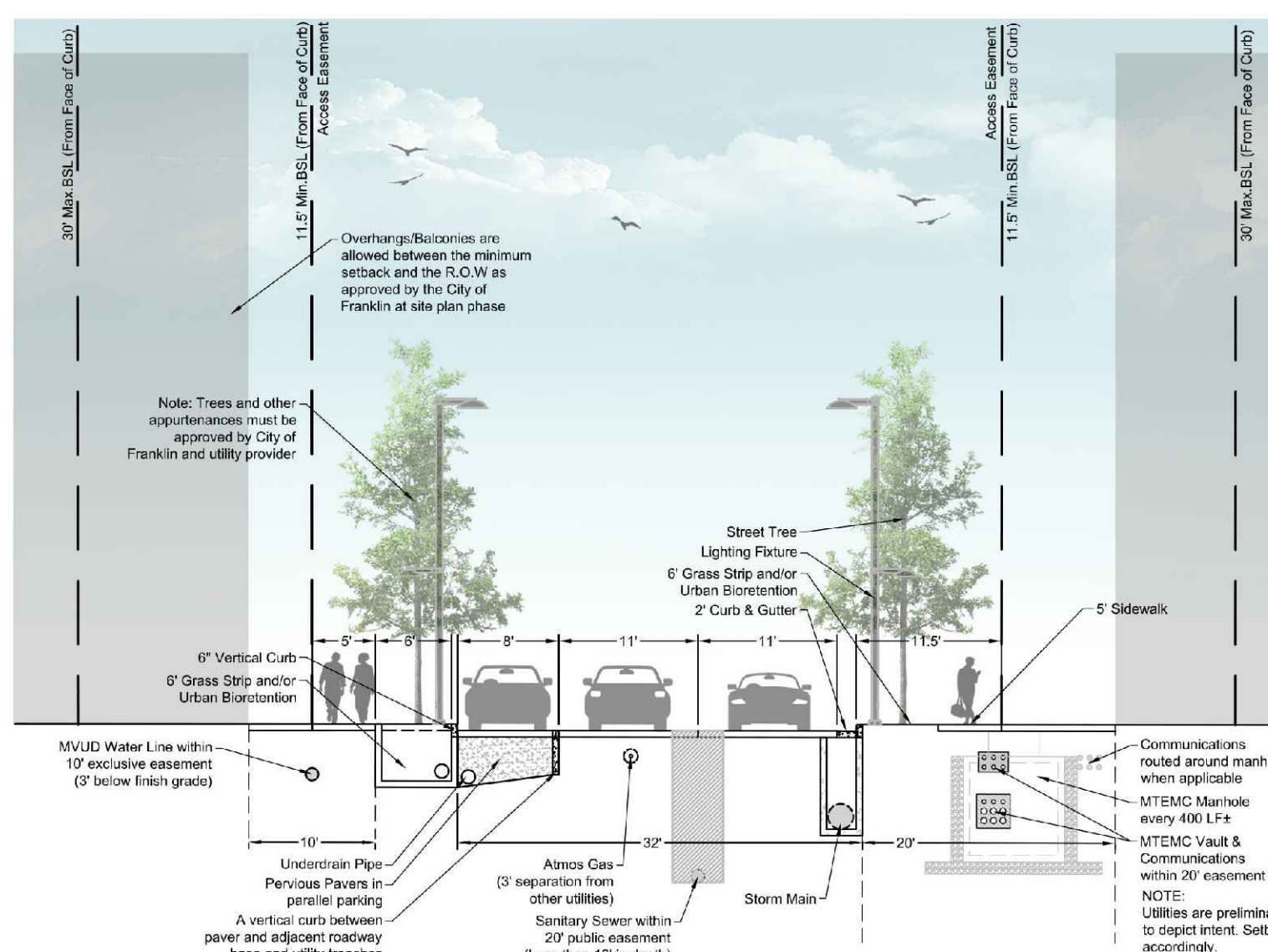
PAVEMENT SCHEDULE	
①	1.5" - BITUMINOUS SURFACE COURSE 411-01.11 ACS MIX (PG 64-22) GRADING E RDWY
②	TACK COAT 403-01 BITUMINOUS MATERIAL FOR TACK COAT (TC) @0.07 GAL/SY (@0.10 GAL/SY MILLED SURFACES)
③	3" - BITUMINOUS AGGREGATE BASE 307-01.08 ASPHALT CONCRETE MIX (PG 64-22) (BPM-B-HM) GRADING B-M2
④	PRIME COAT 402-01 BITUMINOUS MATERIAL FOR PRIME COAT (PC) @0.30-0.35 GAL/SY 402-02 AGGREGATE FOR COVER MATERIAL (PC) @8-12 LB/SY
⑤	8" - MINERAL AGGREGATE BASE 303-01 MINERAL AGGREGATE, TYPE A BASE, GRADING D

NOTES	
1.	THICKNESSES SHOWN ARE MINIMUMS. FINAL DESIGN THICKNESS TO BE DETERMINED BY A GEOTECHNICAL ENGINEER
2.	REFERENCE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION

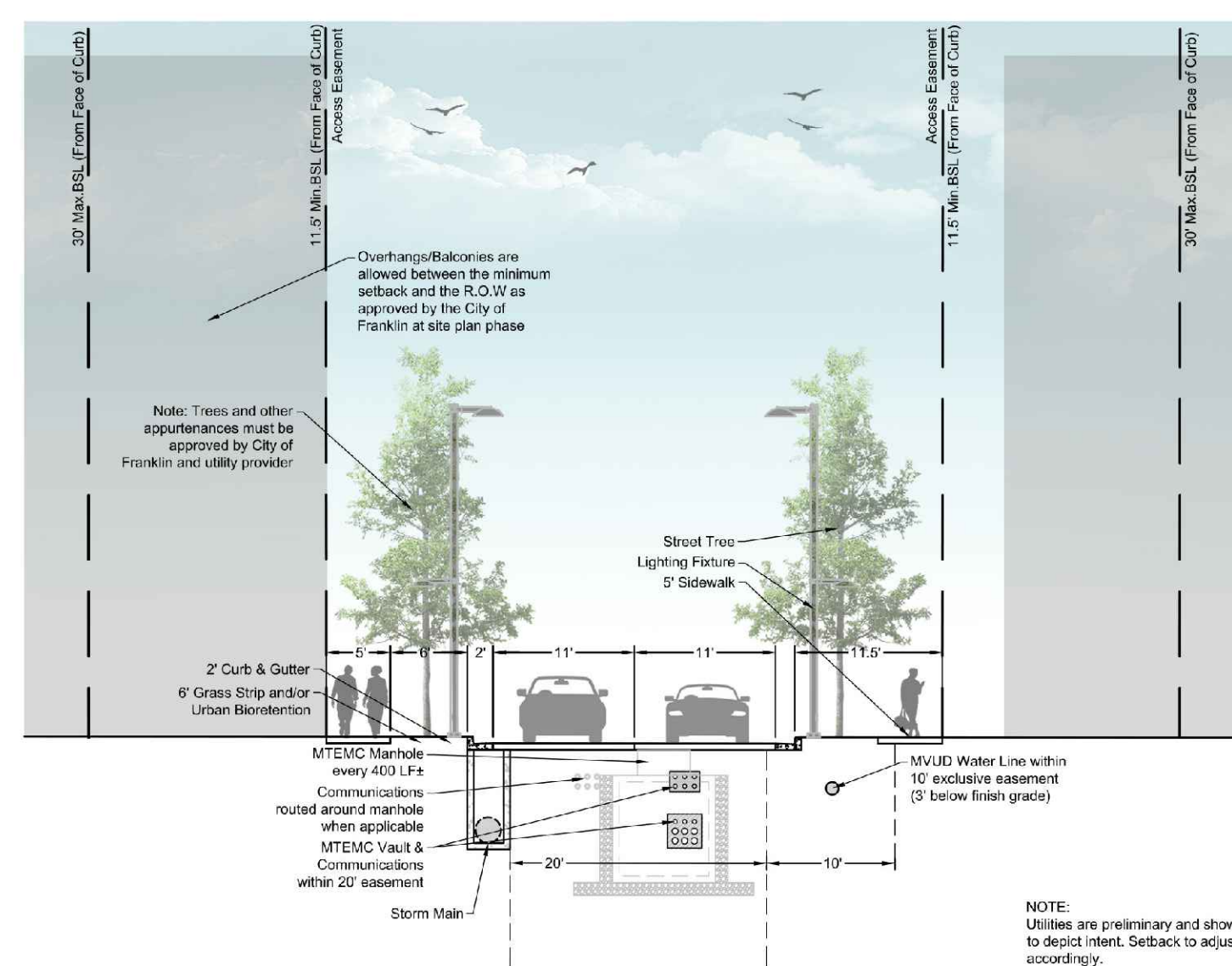
LOCAL, ALLEY, AND MEWS PAVEMENT SECTION		DWG. NO.
CITY OF FRANKLIN NOT TO SCALE	CITY ENGINEER: <i>D. P. Pugh</i> DATE: 1/1/2020	RD-3



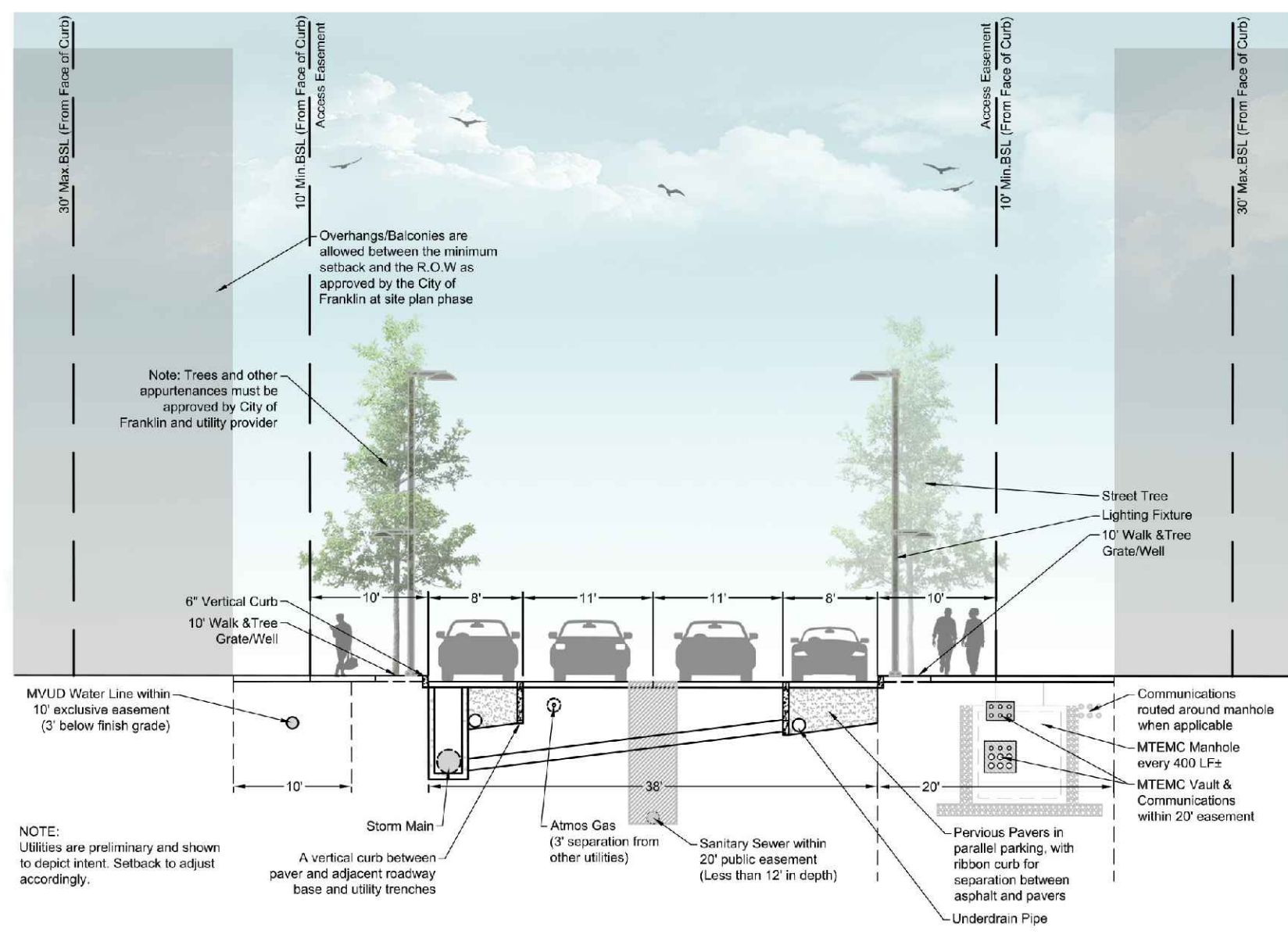
DOUBLE PARALLEL DRIVE
GRASS STRIP/URBAN BIORETENTION BETWEEN WALK & CURB



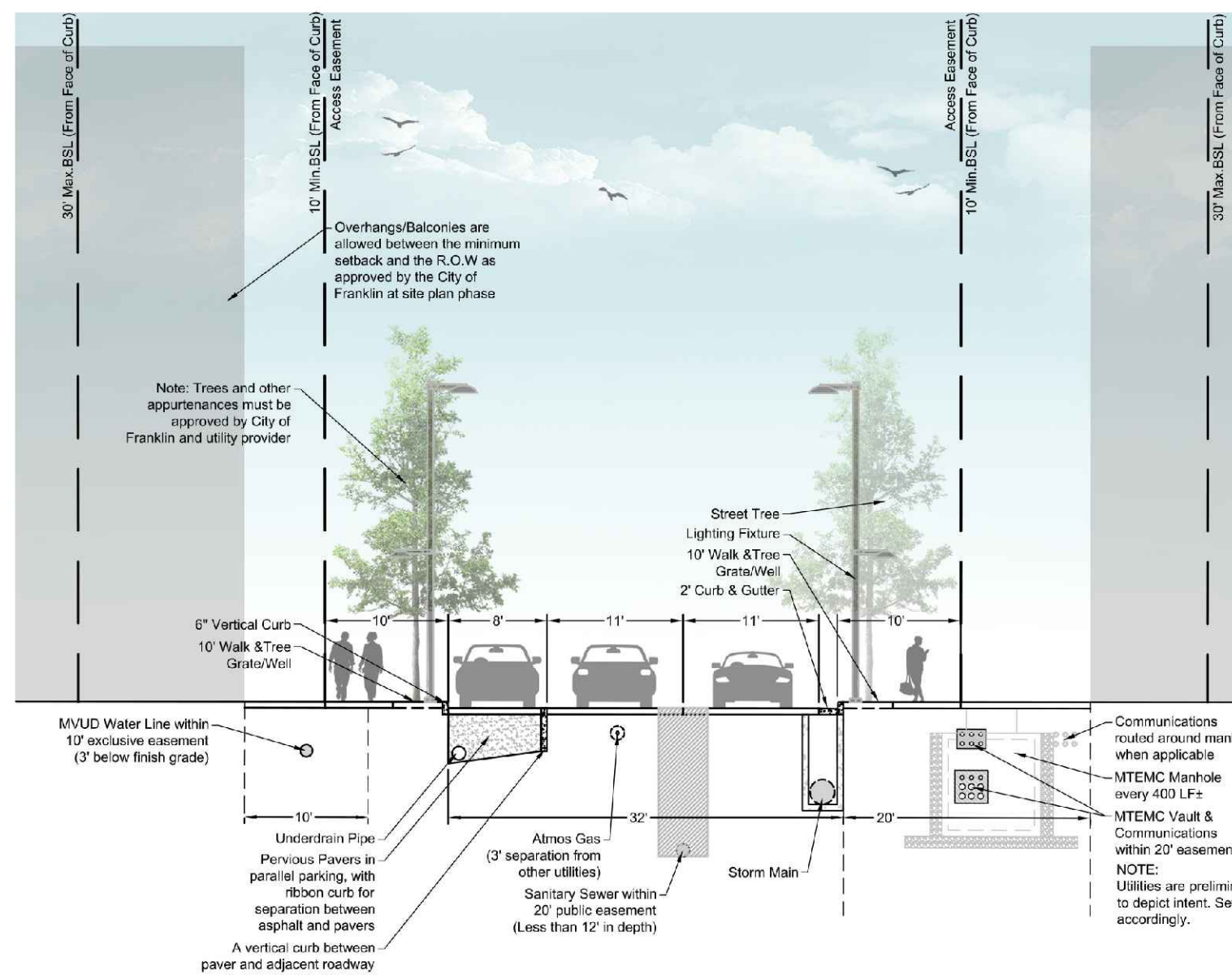
SINGLE PARALLEL DRIVE
GRASS STRIP/URBAN BIORETENTION BETWEEN WALK & CURB



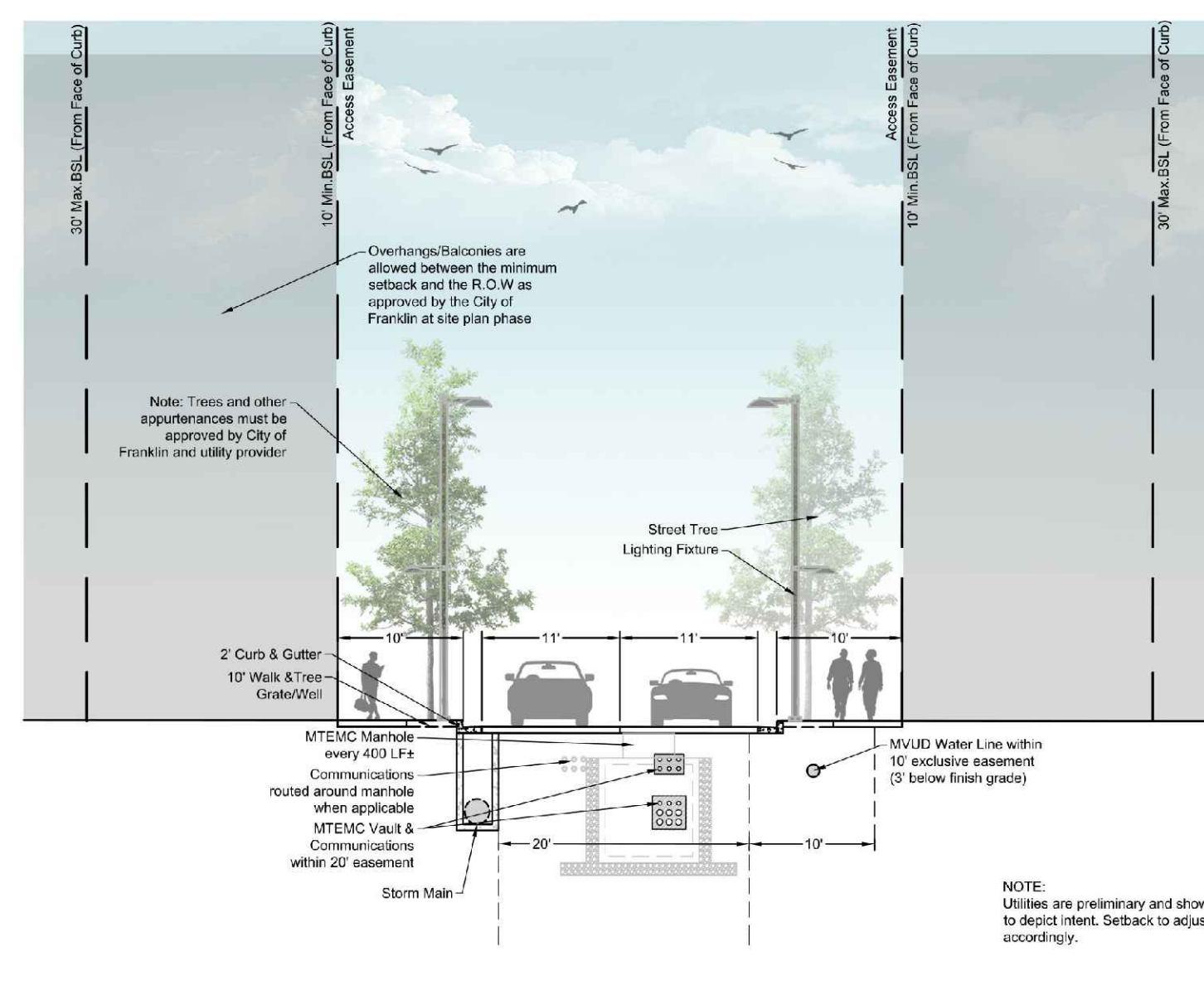
NO PARALLEL DRIVE
GRASS STRIP/URBAN BIORETENTION BETWEEN WALK & CURB



DOUBLE PARALLEL DRIVE
WALK & TREE GRATE/Well TO CURB



SINGLE PARALLEL DRIVE
WALK & TREE GRATE/Well TO CURB



NO PARALLEL DRIVE
WALK & TREE GRATE/Well TO CURB

CITY OF FRANKLIN #

EAST WORKS DISTRICT

FOR
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ENTERPRISES

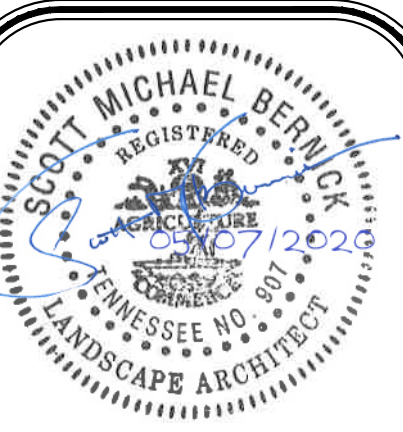
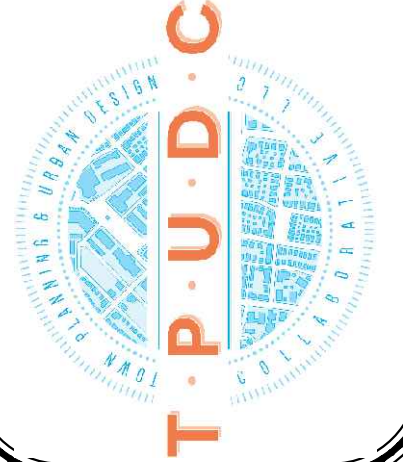
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

JOB NO.	12067
WK. ORDER	0362
DESIGNED:	S. BERNICK
DRAWN:	B. SHRUM
SCALE:	NOT TO SCALE
DATE:	APRIL 13, 2020

TYPICAL CROSS SECTIONS

C4.2

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UTILITY NOTES

Statement of Impacts

1. Water Facilities - Mallory Valley Utility District is the water provider to the existing buildings on this parcel. Initial discussions and fire flow data from their offices indicates that domestic, fire and irrigation demands can be met for the development of the property. Mallory Valley and their engineers will provide the designs for any new connections to the 18" water line located in Carothers Parkway and the 24" water line located in the North and West property lines. The projected maximum water demand for the development is 904,000 (2,583 SFU) gallons per day.

2. Sewer Facilities - the City of Franklin provides sewer service for the development and this sewer basin is recognized as the Spencer Creek Basin. Currently there are public lines that exist along the Eastern boundary as well as nearby the Southern boundary of the property. The City of Franklin is currently evaluating the best way to service the full development from this existing network. The sewer demand for the development is 878,000 (2,509 SFU) gallons per day.

3. Repurified (Reuse) Water Facilities: This project will not be required to improve existing public infrastructure.

Utility Narrative

The development is intended to be served by public sewer, public water, underground electric, and gas throughout. Currently, authorities that will be assisting in the details of these services are Mallory Valley Utility District, City of Franklin Wewer, Middle Tennessee Electric Membership Corporation, and Piedmont Natural Gas.

Water & Sewer 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 preconstruction site meeting prior to commencing with construction.
3. Contractor shall obtain and keep all of the following items on the jobsite at all times during construction:
 - a. Approved, stamped and signed water and/or sewer plans
 - b. Water & sewer infrastructure installation permit, with all steps completed and signed by appropriate city employees.
 - c. Copy of approved availability request response letter.
 - d. A copy of all approved cut sheets.
4. Acceptance of City of Franklin public water infrastructure, sanitary sewer infrastructure and/or reclaimed water infrastructure shall become the responsibility of the City of Franklin, TN following approval from the City of Franklin inspectors and acceptance by the Franklin Municipal Planning Commission. The acceptance date shall be based on the day maintenance sureties are established by the Franklin Municipal Planning Commission.
5. Prior to the acceptance of City of Franklin public water infrastructure, sanitary sewer infrastructure and/or reclaimed water infrastructure the contractor shall be required to submit as-built drawings to the planning and sustainability department.
6. All off-site work within the public right-of-way shall require an approved traffic control plan which complies with the MUTCD. No off-site excavation may be undertaken in any street, road, alley or right-of-way of any utility or temporary construction easement of the City of Franklin by any entity unless 72-hour notice has been given to the City of Franklin traffic operations center. the contractor shall have an approved traffic control plan on-site during construction.
7. Any damages caused to existing utilities during construction shall, at his own expense, be replaced or repaired to original condition and quality, as approved by the owner and representative of the appropriate utility company, by the contractor.
8. Offsite sewer improvements anticipated with this development include upsizing approximately 950 LF of public sewer line from the point of service located in the Southeast corner of the site to an existing manhole North of Spencer Creek.

WATER & SEWER DATA CHART

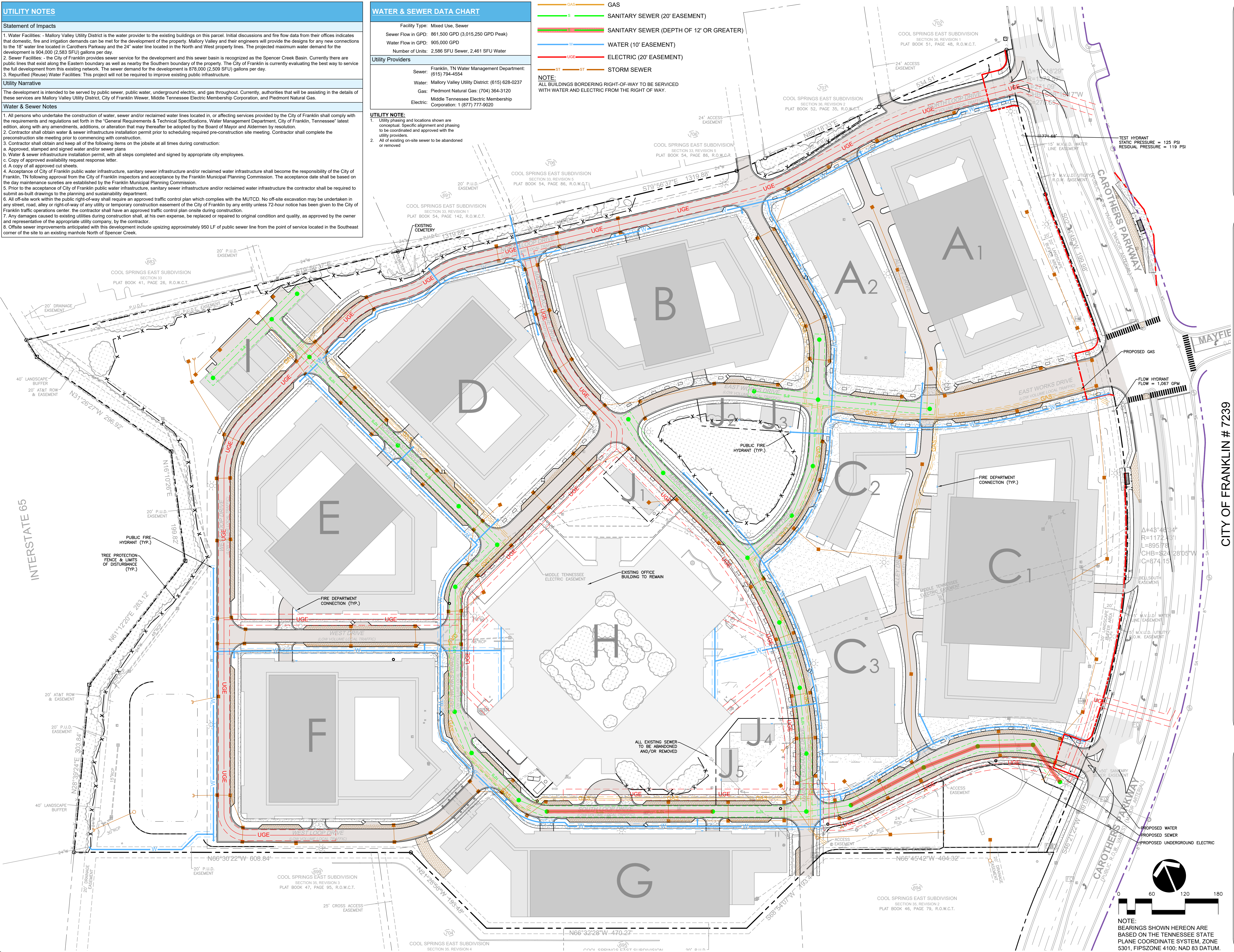
Facility Type:	Mixed Use, Sewer
Sewer Flow in GPD:	861,500 GPD (3,015,250 GPD Peak)
Water Flow in GPD:	905,000 GPD
Number of Units:	2,586 SFU Sewer, 2,461 SFU Water
Utility Providers	
Sewer:	Franklin, TN Water Management Department: (615) 794-4554
Water:	Mallory Valley Utility District: (615) 628-0237
Gas:	Piedmont Natural Gas: (704) 364-3120
Electric:	Middle Tennessee Electric Membership Corporation: 1 (877) 777-9020

UTILITY NOTE:

1. Utility phasing and locations shown are conceptual. Specific alignment and phasing to be coordinated and approved with the utility providers.
2. All of existing on-site sewer to be abandoned or removed

- GAS
- SANITARY SEWER (20' EASEMENT)
- SANITARY SEWER (DEPTH OF 12' OR GREATER)
- WATER (10' EASEMENT)
- ELECTRIC (20' EASEMENT)
- STORM SEWER

NOTE:
ALL BUILDINGS BORDERING RIGHT-OF-WAY TO BE SERVICED
WITH WATER AND ELECTRIC FROM THE RIGHT OF WAY.



CITY OF FRANKLIN # 7239

EAST WORKS DISTRICT

FOR
MarketStreet™
ENTERPRISES

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

WK. ORDER	0362	DESIGNED	L. HORN	DRAWN	B. SHRUM	SCALE	1" = 60'	DATE	APRIL 13, 2020
JOB NO.	12067	REVISIONS	05/03/20 Rev. Per Staff Comments						

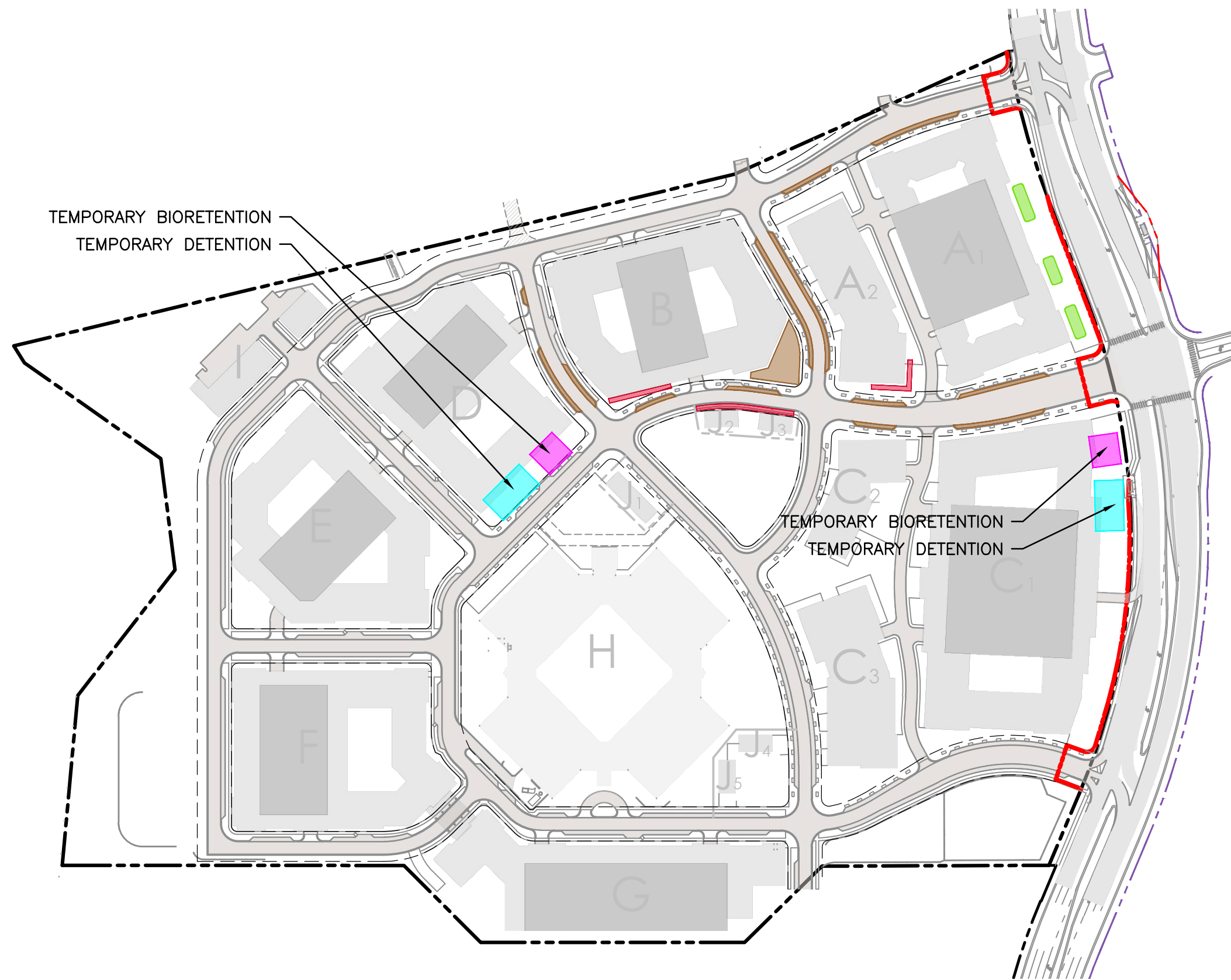
OVERALL UTILITY PLAN

C5.0

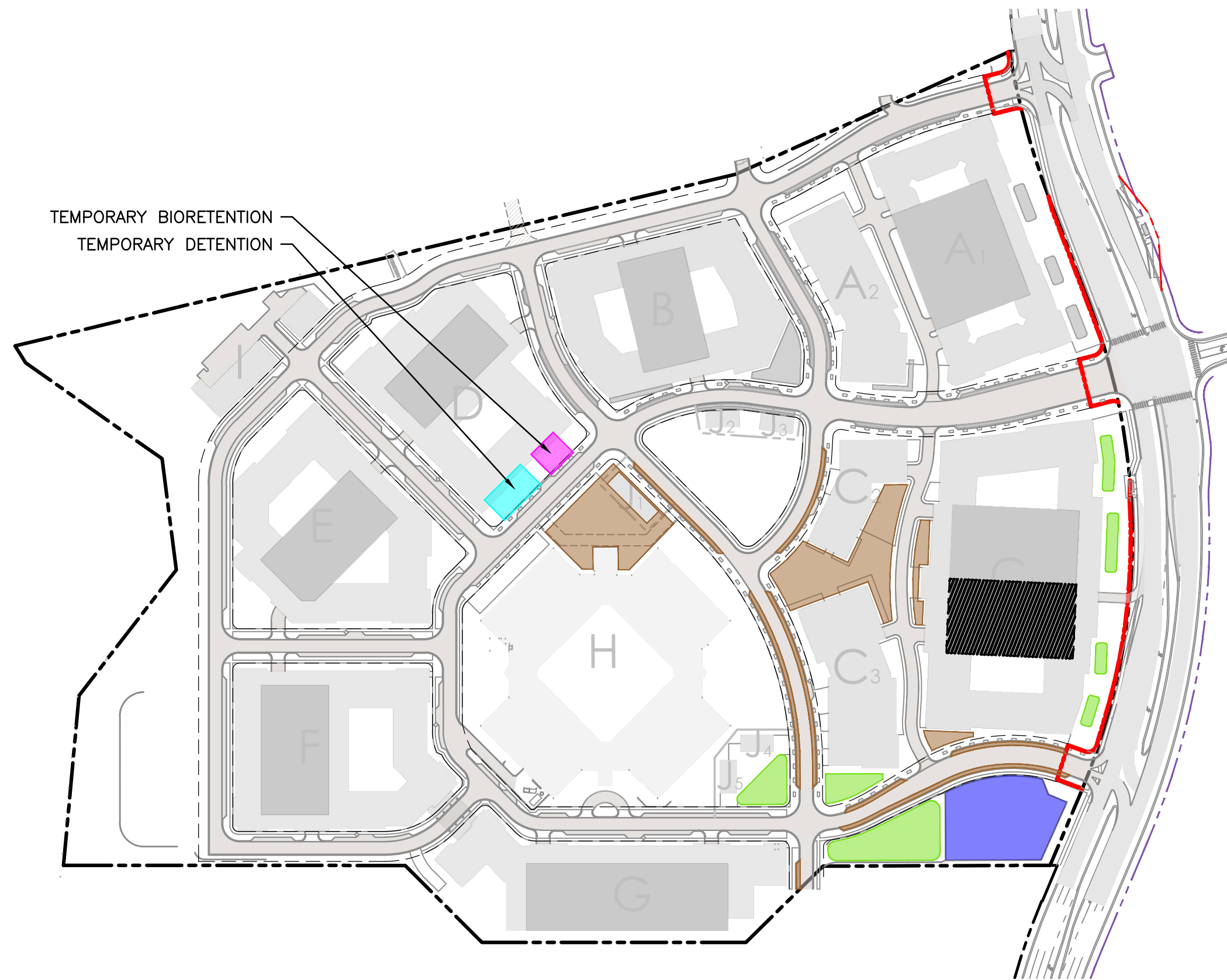
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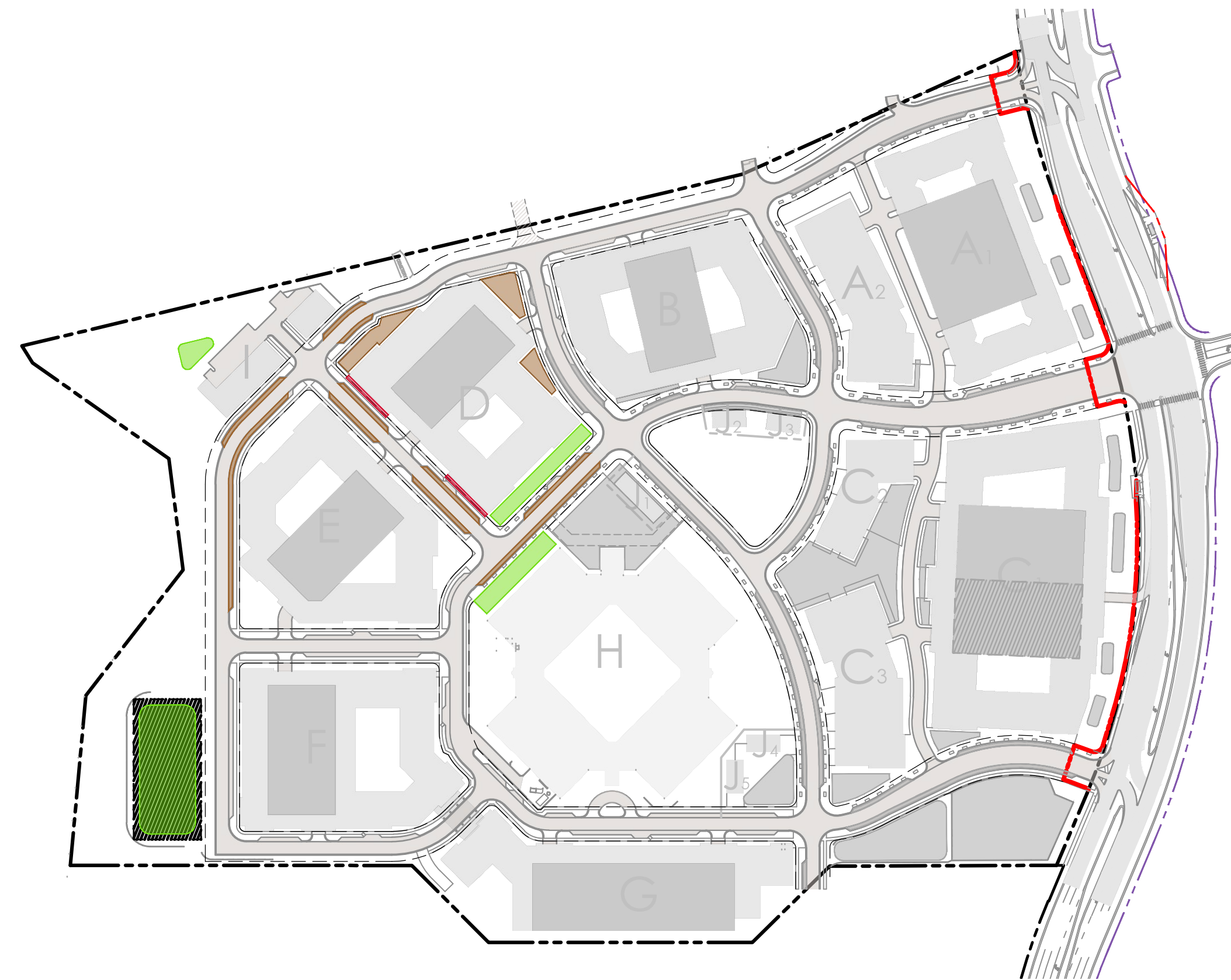
	BIORETENTION
	PAVERS
	URBAN BIORETENTION
	DETENTION
	UNDERGROUND DETENTION



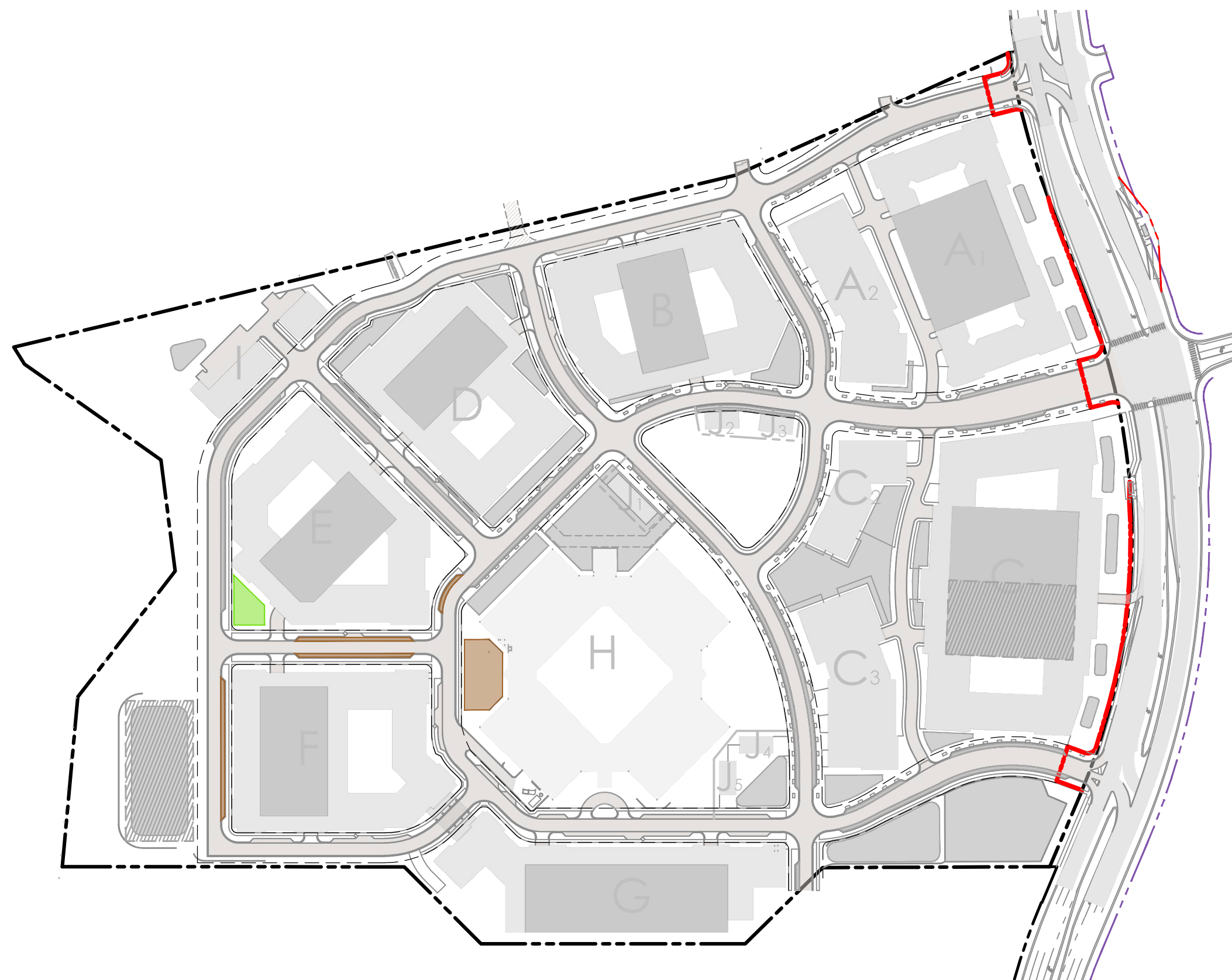
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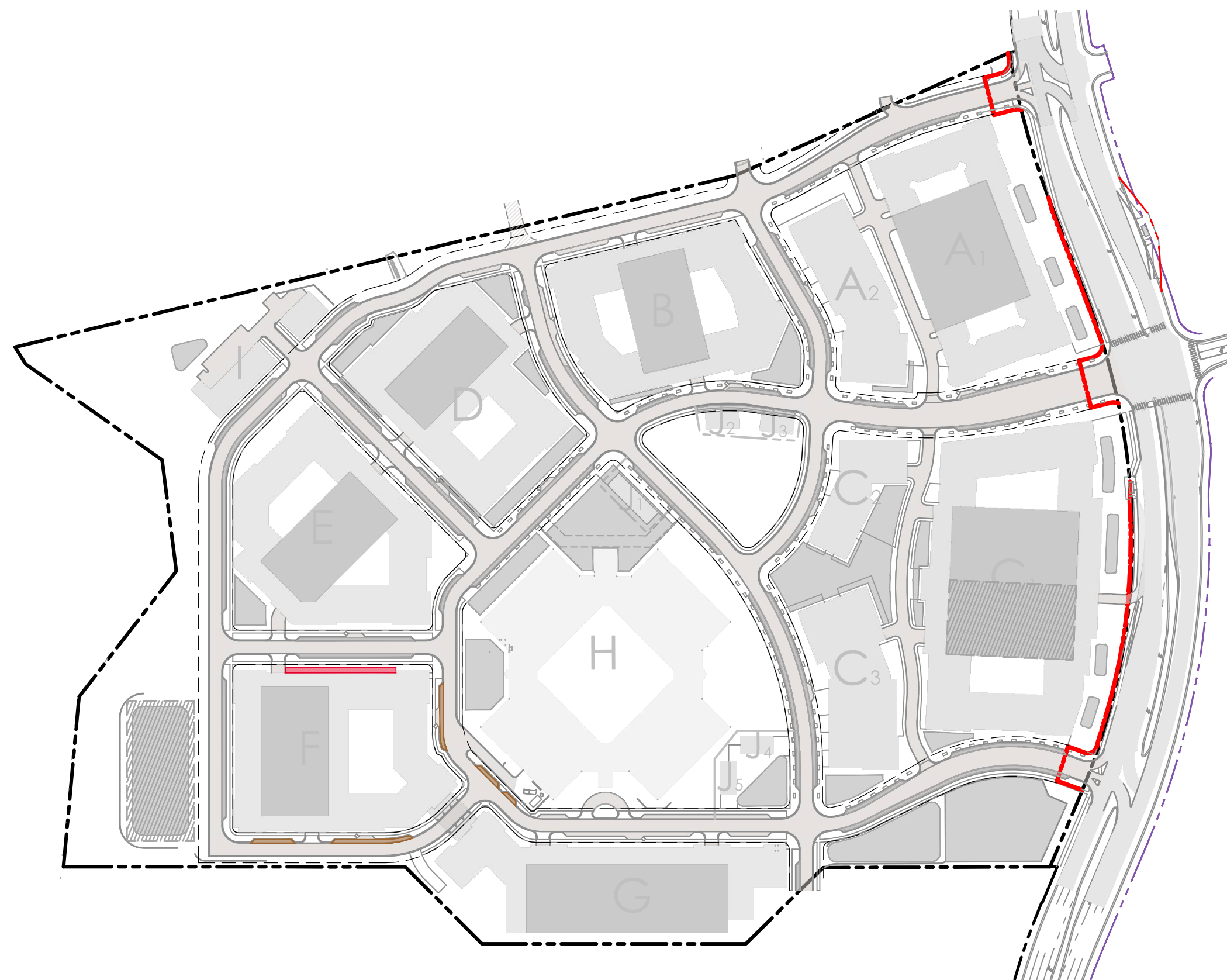
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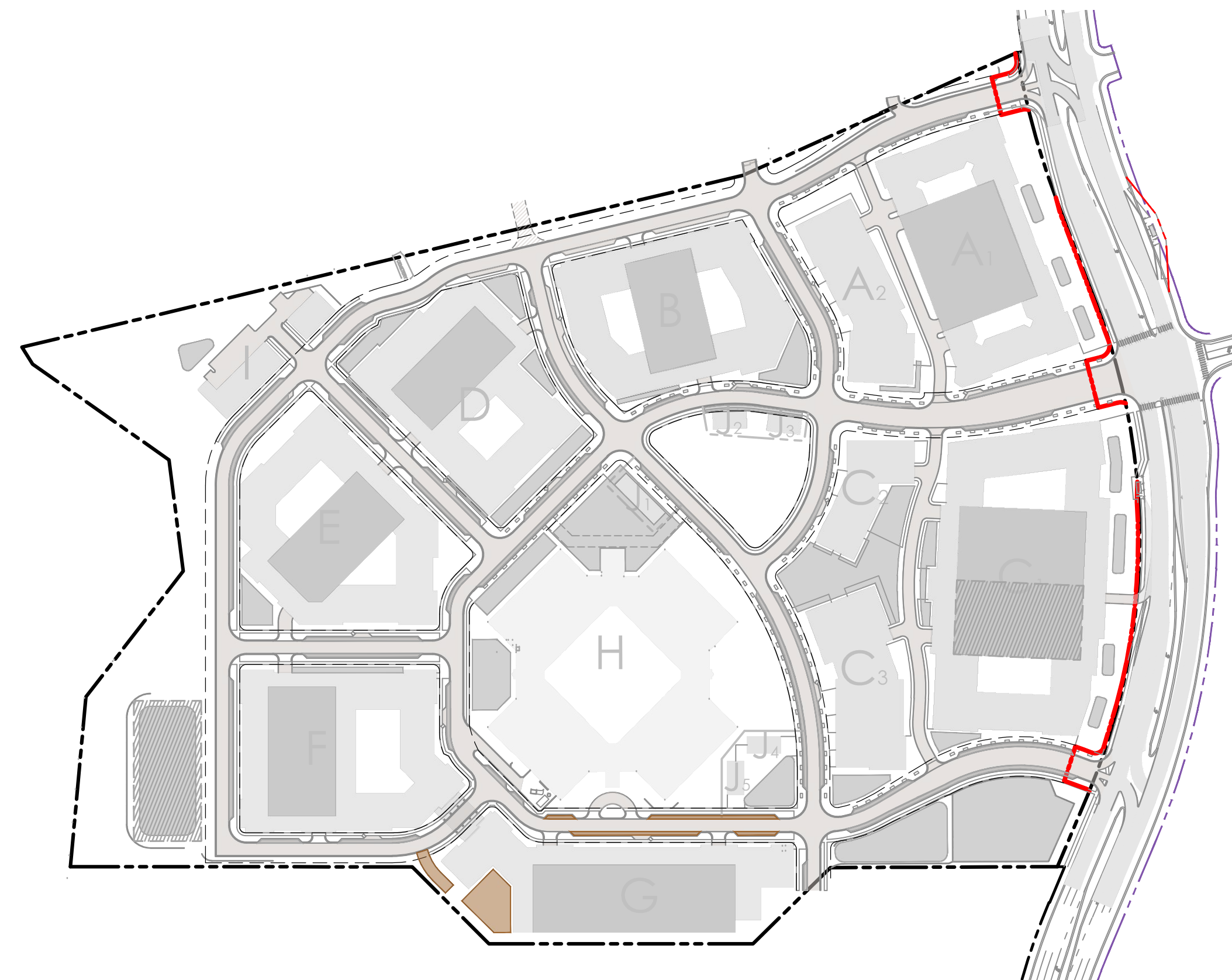
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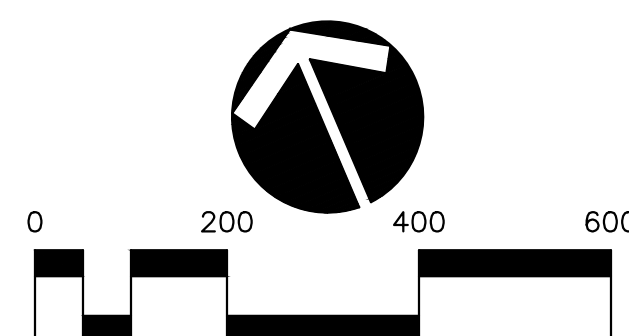
PHASE 4



PHASE 5



PHASE 6



NOTE:
BEARINGS SHOWN HEREON ARE
BASED ON THE TENNESSEE STATE
PLANE COORDINATE SYSTEM, ZONE
5301, FIPSZONE 4100; NAD 83 DATUM.

CITY OF FRANKLIN # 7239

EAST WORKS DISTRICT

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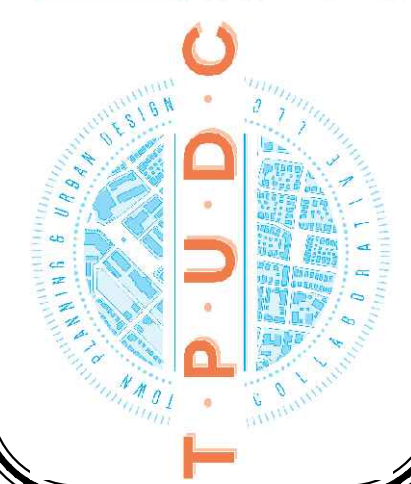
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

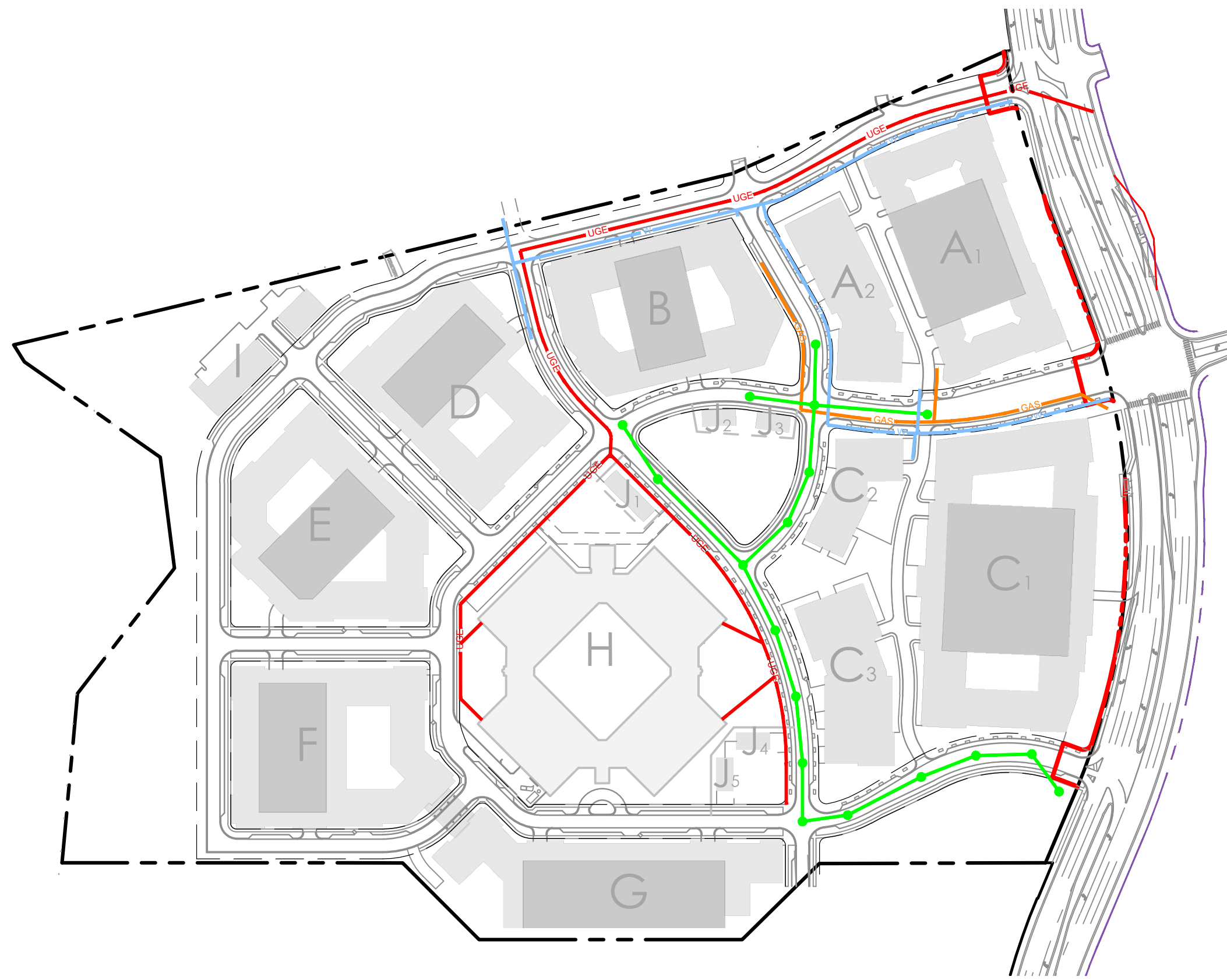
JOB NO.	WK. ORDER	DESIGNED:	DRAWN:	SCALE:	DATE:
12067	0362	L. HORN	B. SHRUM	1"=200'	APRIL 13, 2020
REVISIONS					05/03/20 Rev. Per Staff Comments

CONCEPTUAL
STORMWATER
PHASING PLAN

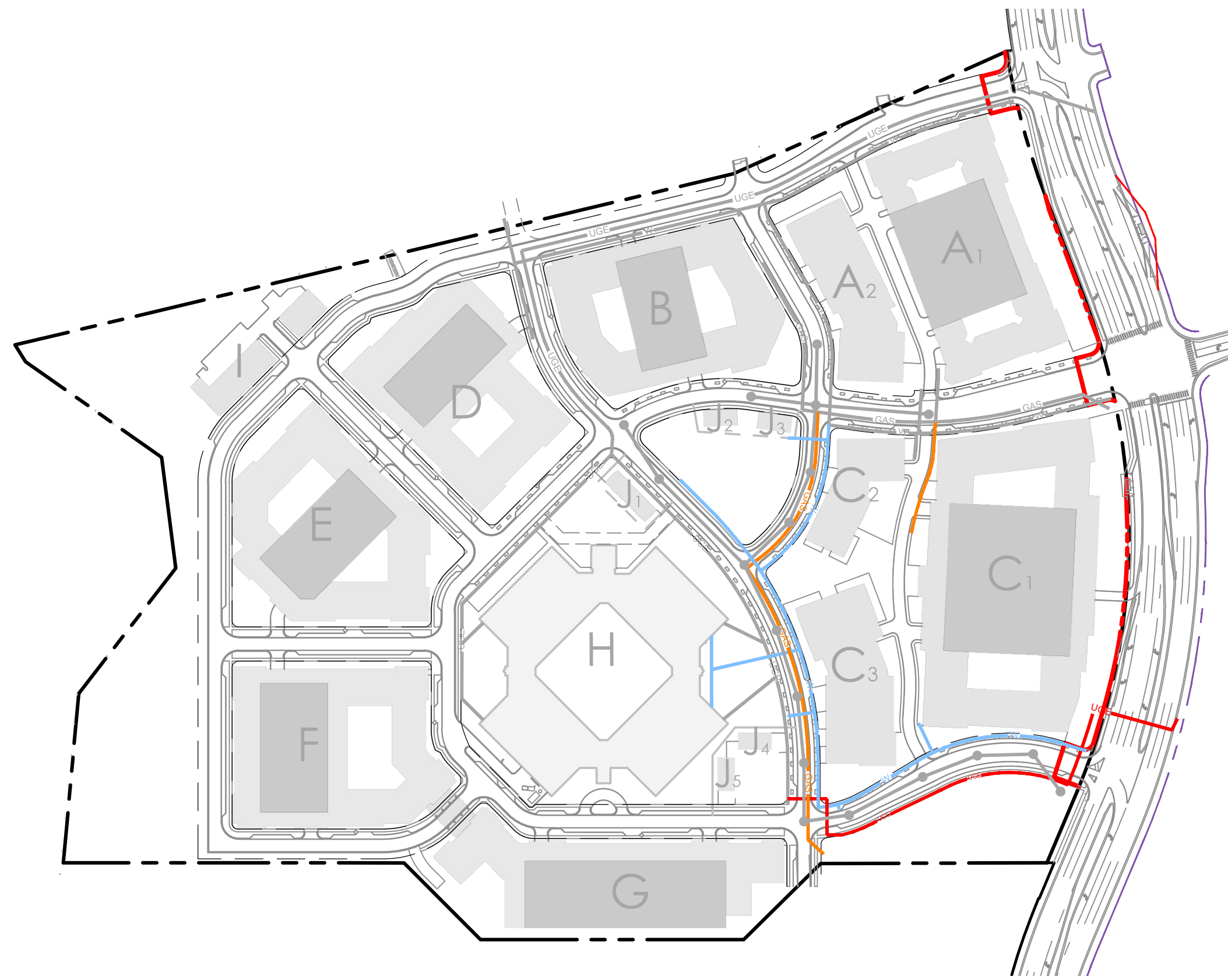
C6.1

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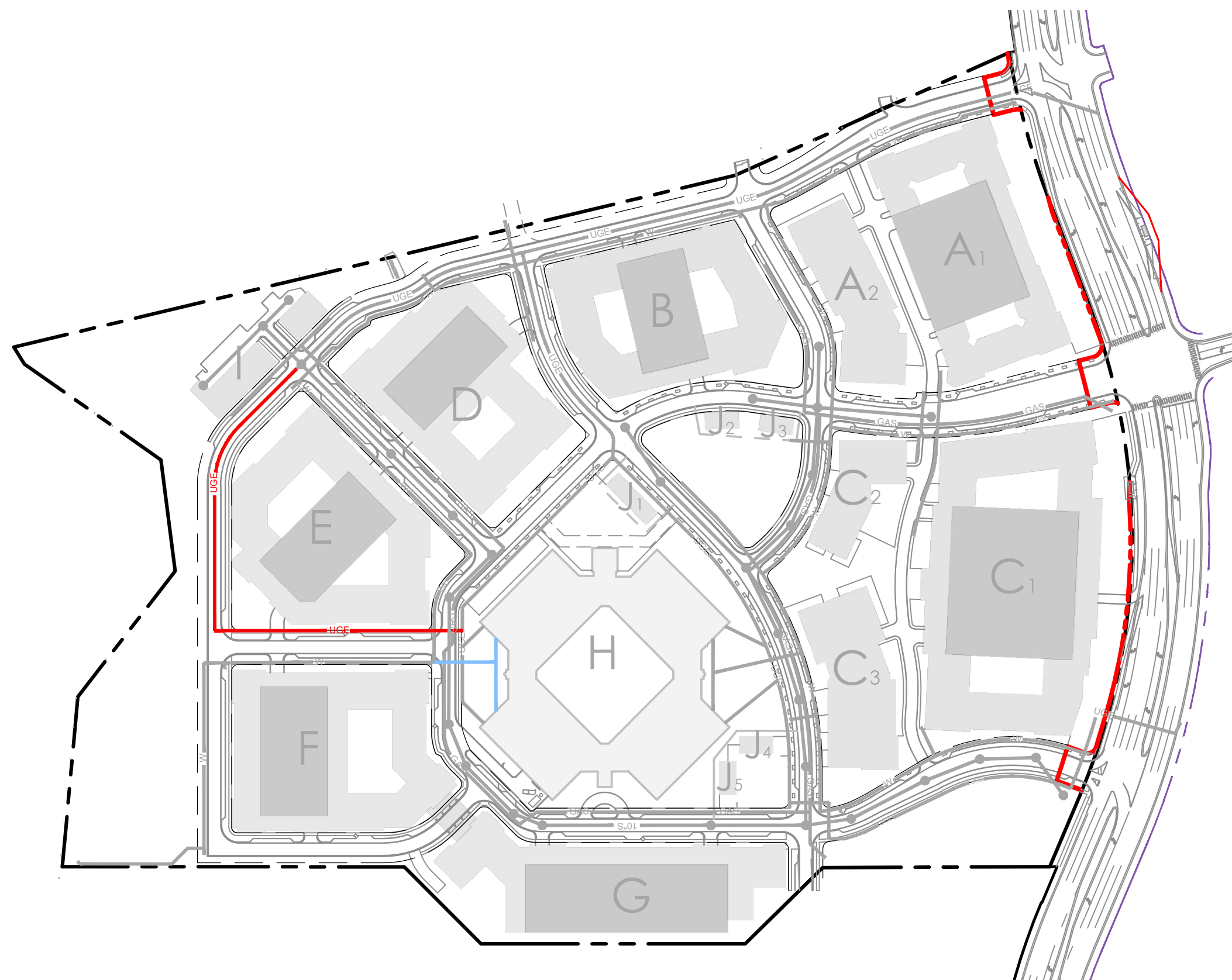
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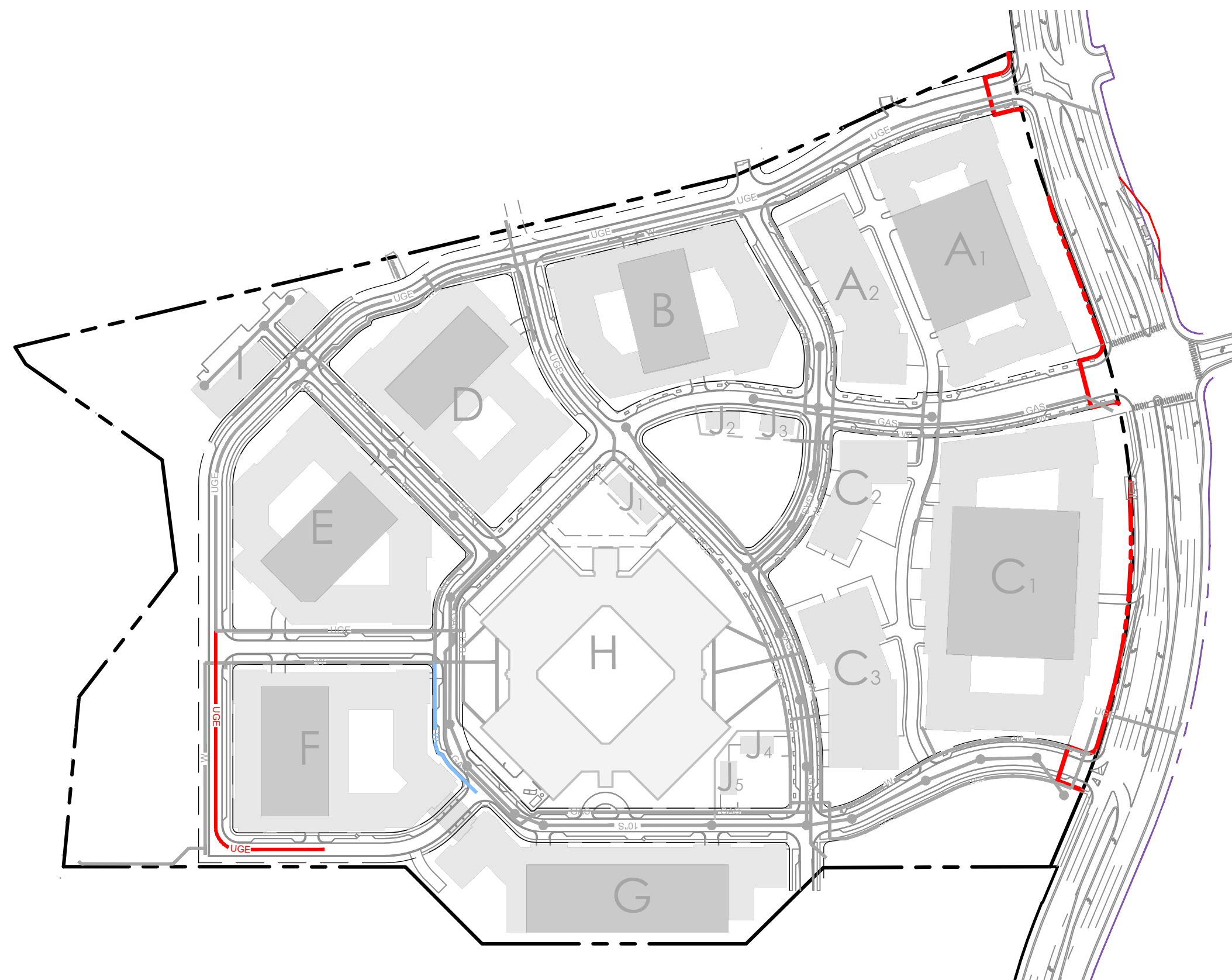
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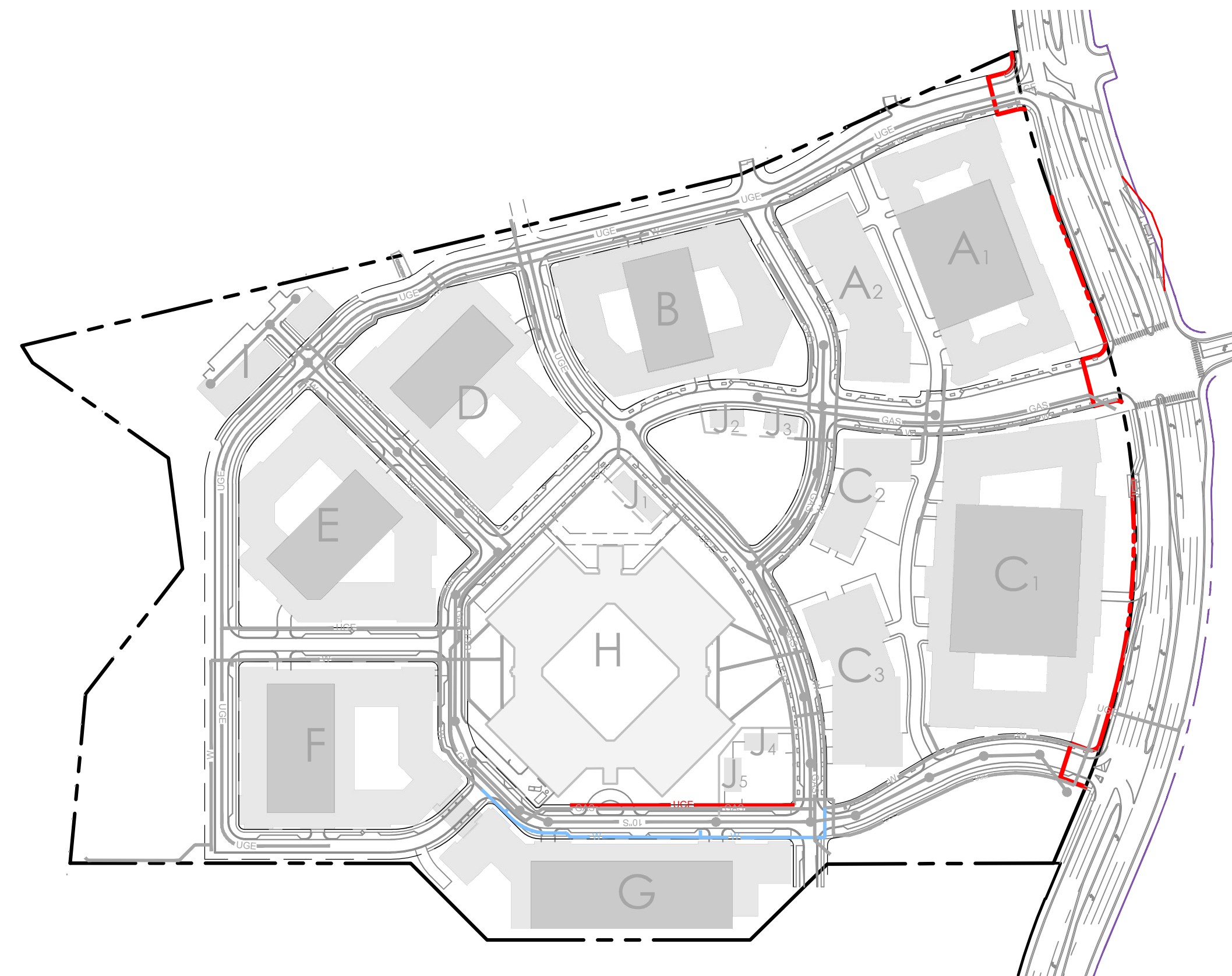
PHASE 3



PHASE 4



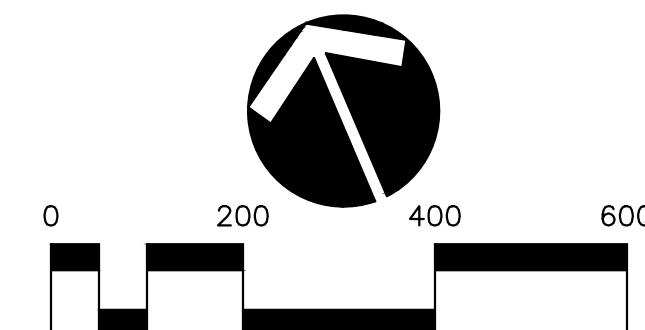
PHASE 5



PHASE 6

Water Totals by Phase				
	Total		Cumulative	
	GPD	SFU	GPD	SFU
Existing	106000	303	106000	303
Phase 1	251100	717	357100	1020
Phase 2	235754	674	592854	1694
Phase 3	89395	255	682249	1949
Phase 4	81480	233	763729	2182
Phase 5	94360	270	858089	2452
Phase 6	47040	134	905129	2586

Sewer Totals by Phase				
	Total		Cumulative	
	GPD	SFU	GPD	SFU
Existing	106000	303	106000	303
Phase 1	236025	674	342025	977
Phase 2	224774	642	566799	1619
Phase 3	83710	239	650509	1859
Phase 4	77115	220	727624	2079
Phase 5	89305	255	816929	2334
Phase 6	44520	127	861449	2461



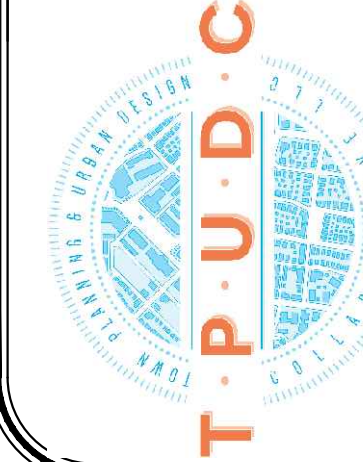
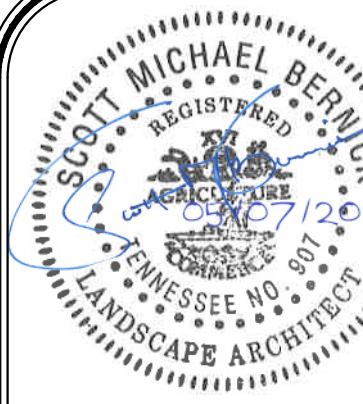
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5301, FIPSZONE 4100; NAD 83 DATUM.

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EAST WORKS DISTRICT

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CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

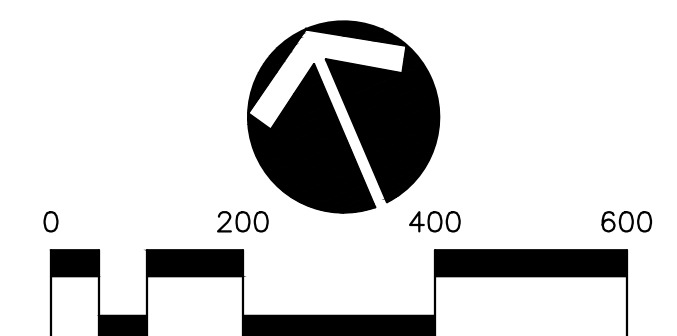
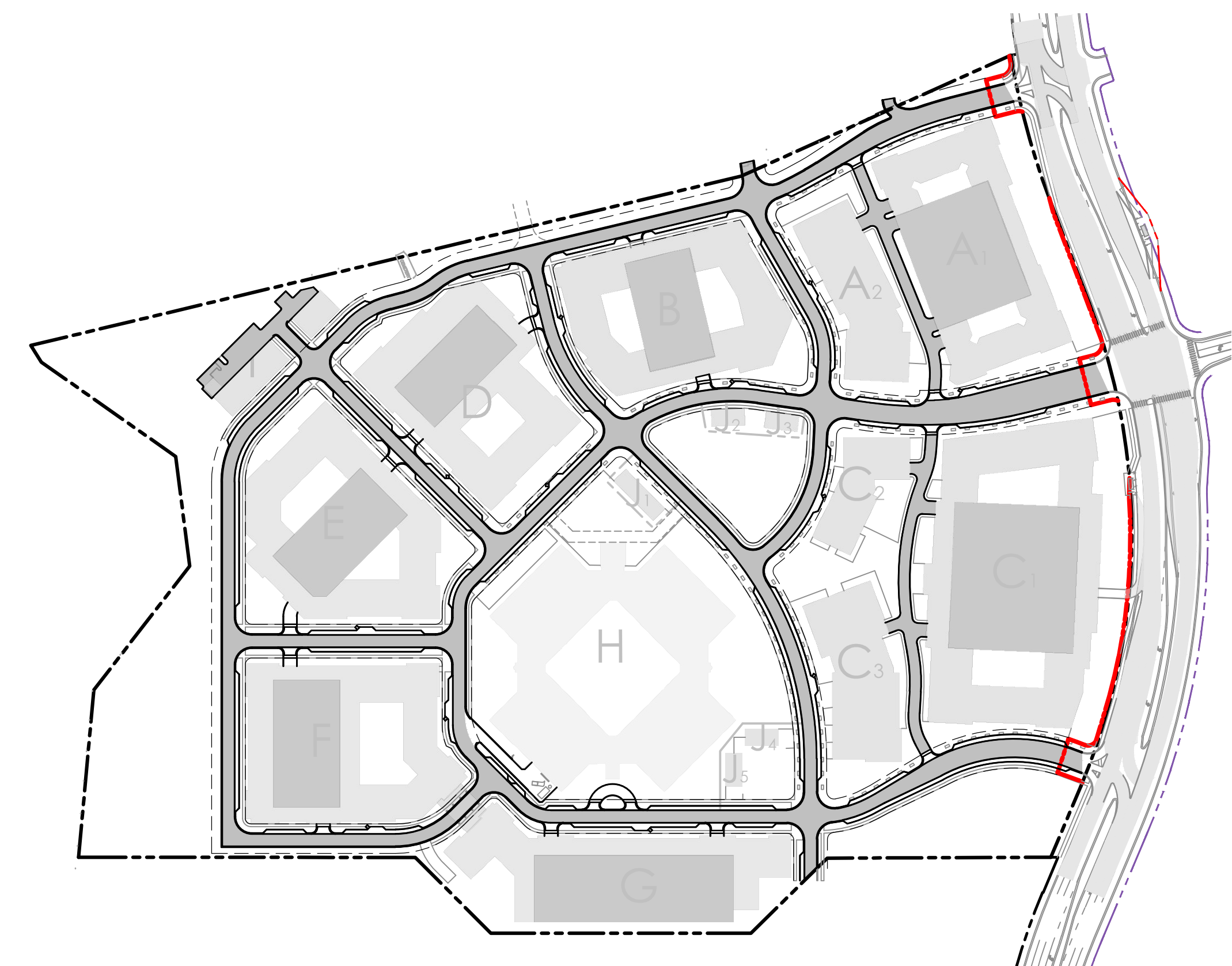
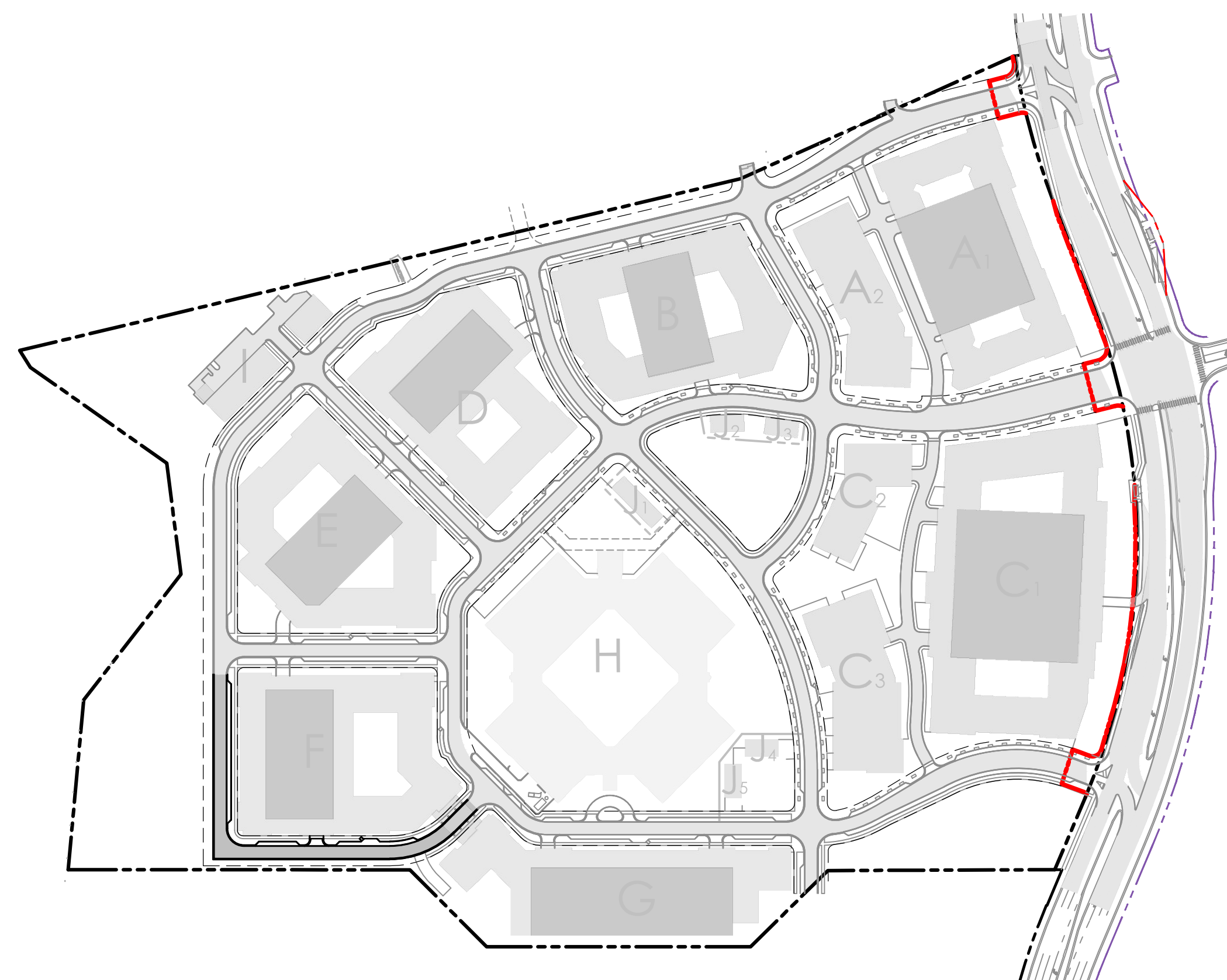
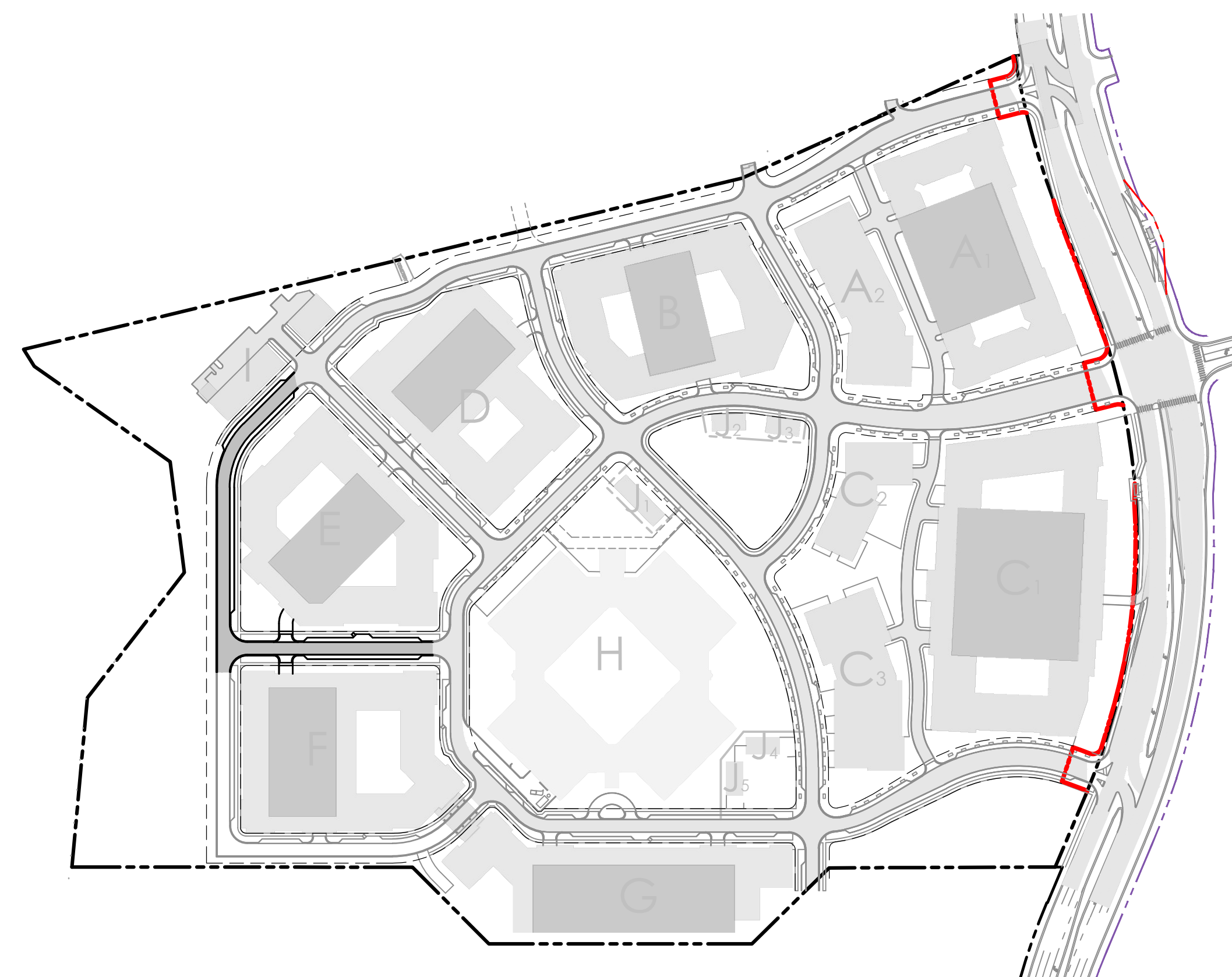
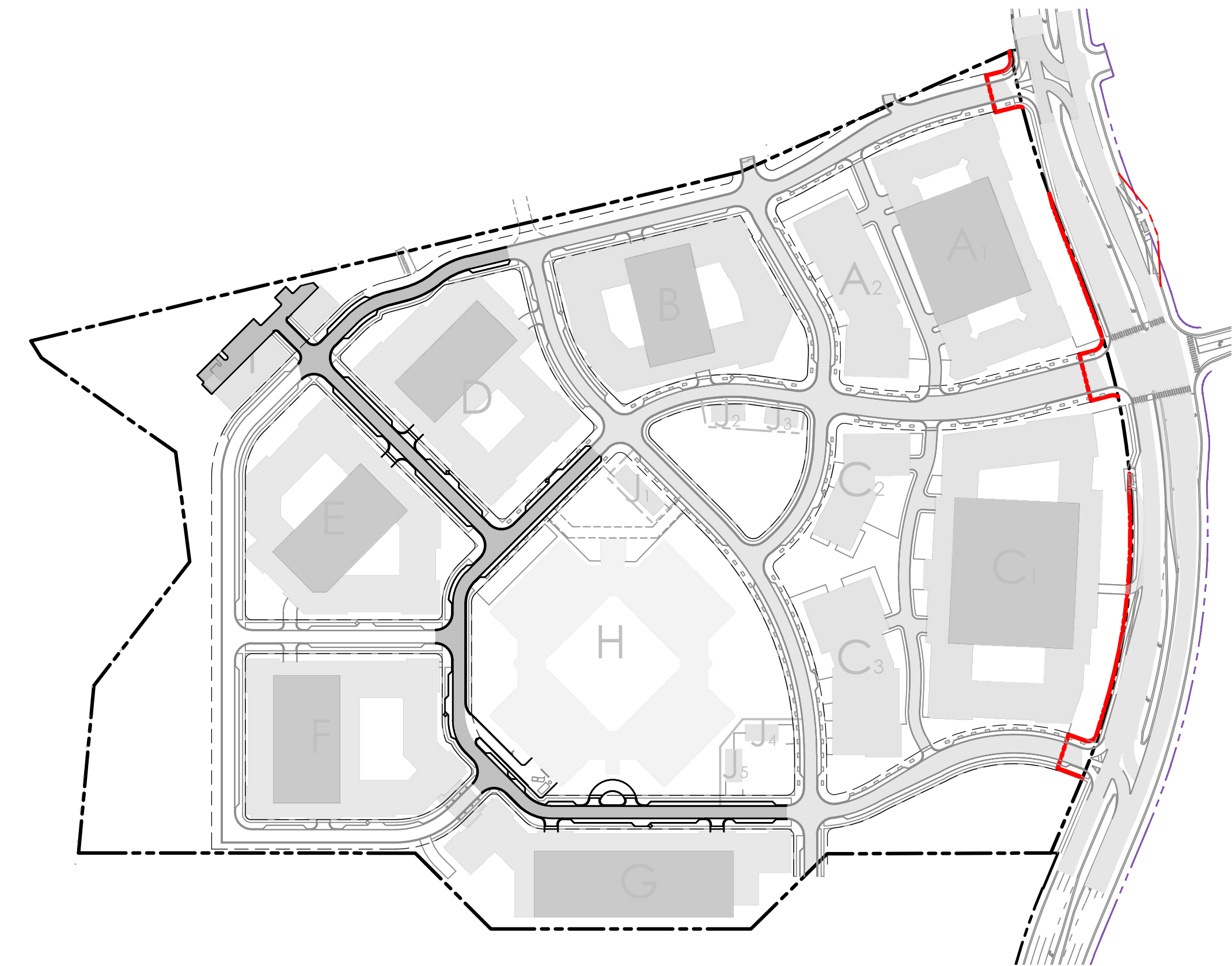
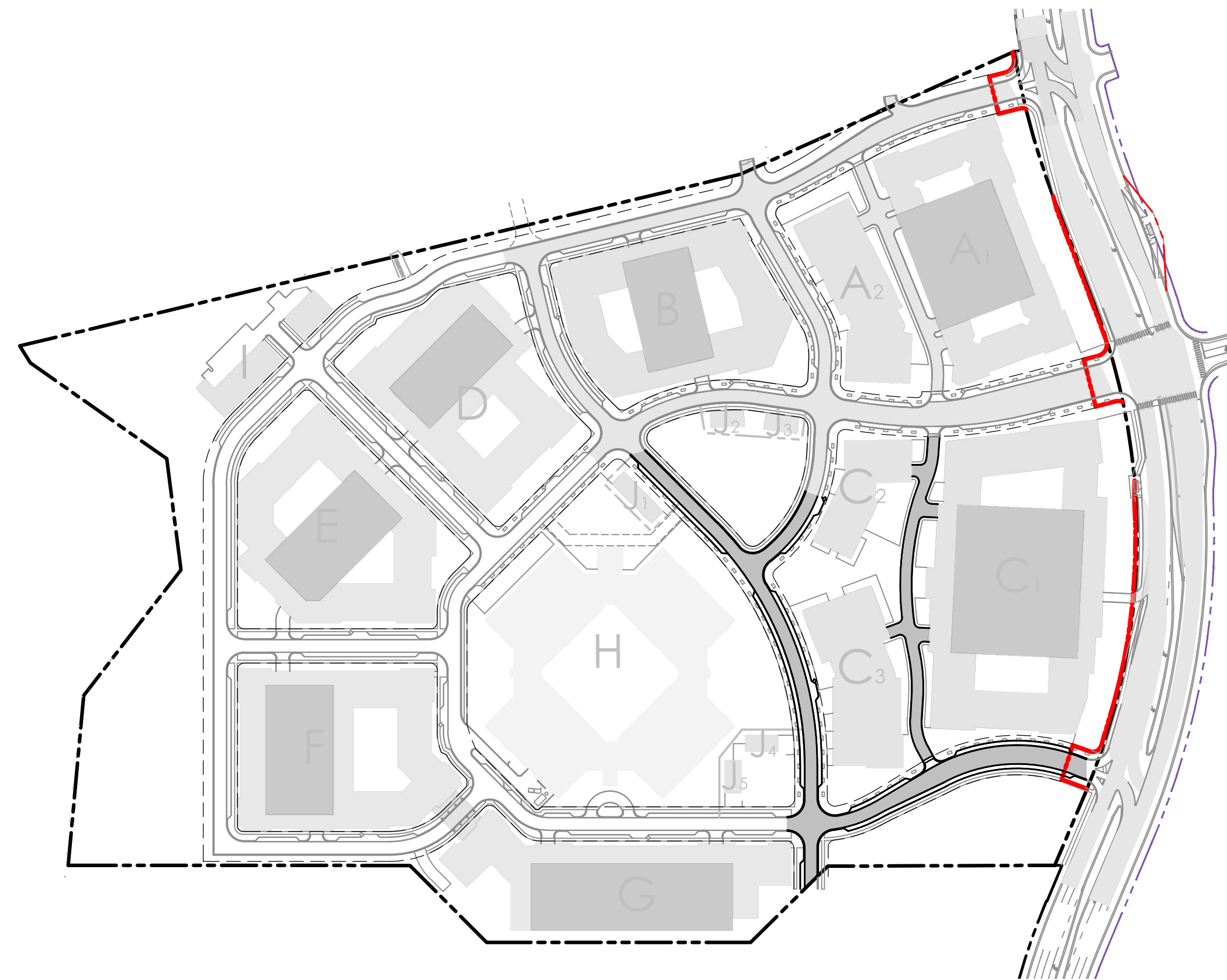
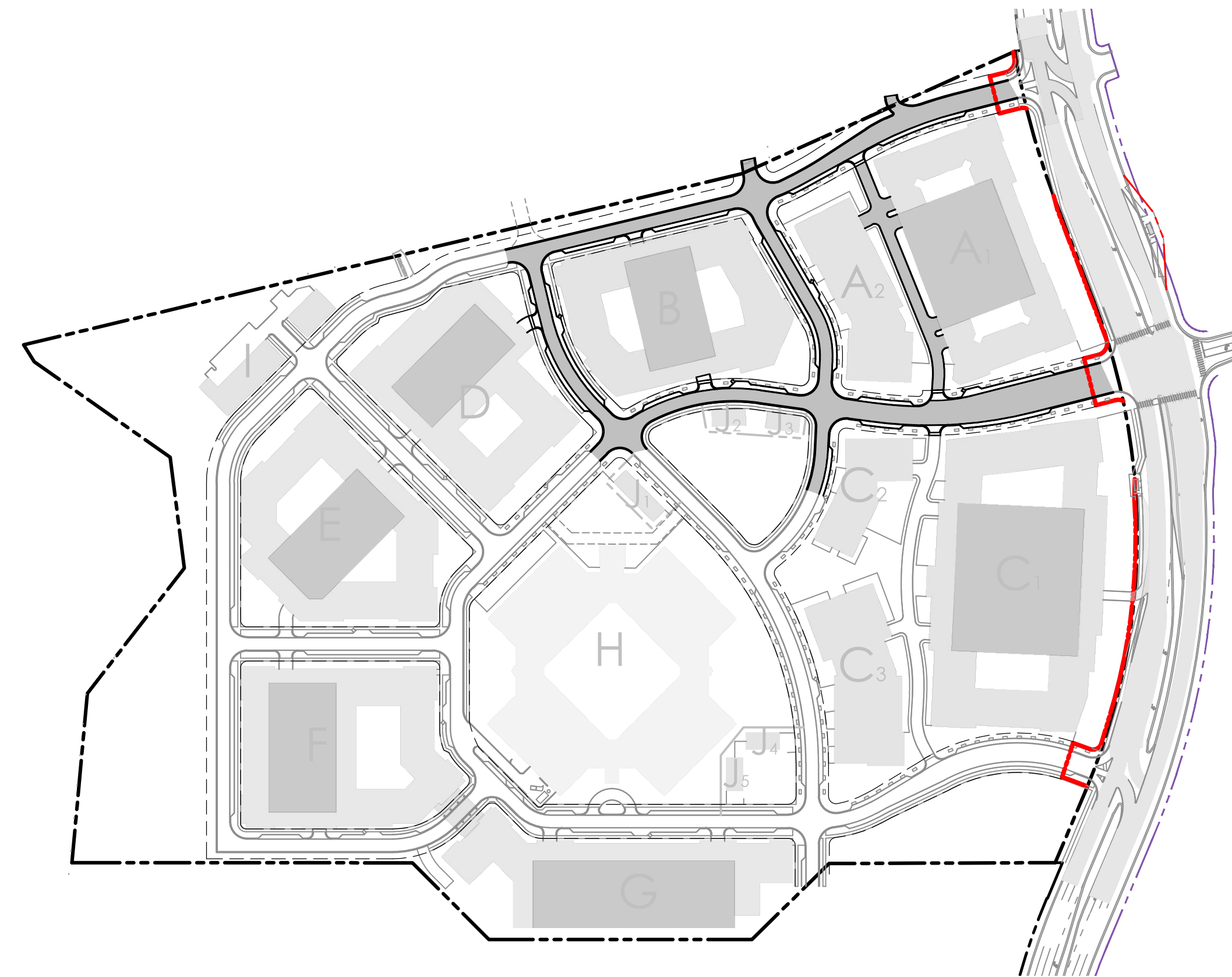


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JOB NO.	WK. ORDER	DESIGNED:	DRAWN:	SCALE:	DATE:
12067	0362	L. HORN	B. SHRUM	1"=200'	APRIL 13, 2020

CONCEPTUAL
UTILITY PHASING
PLAN

C6.2



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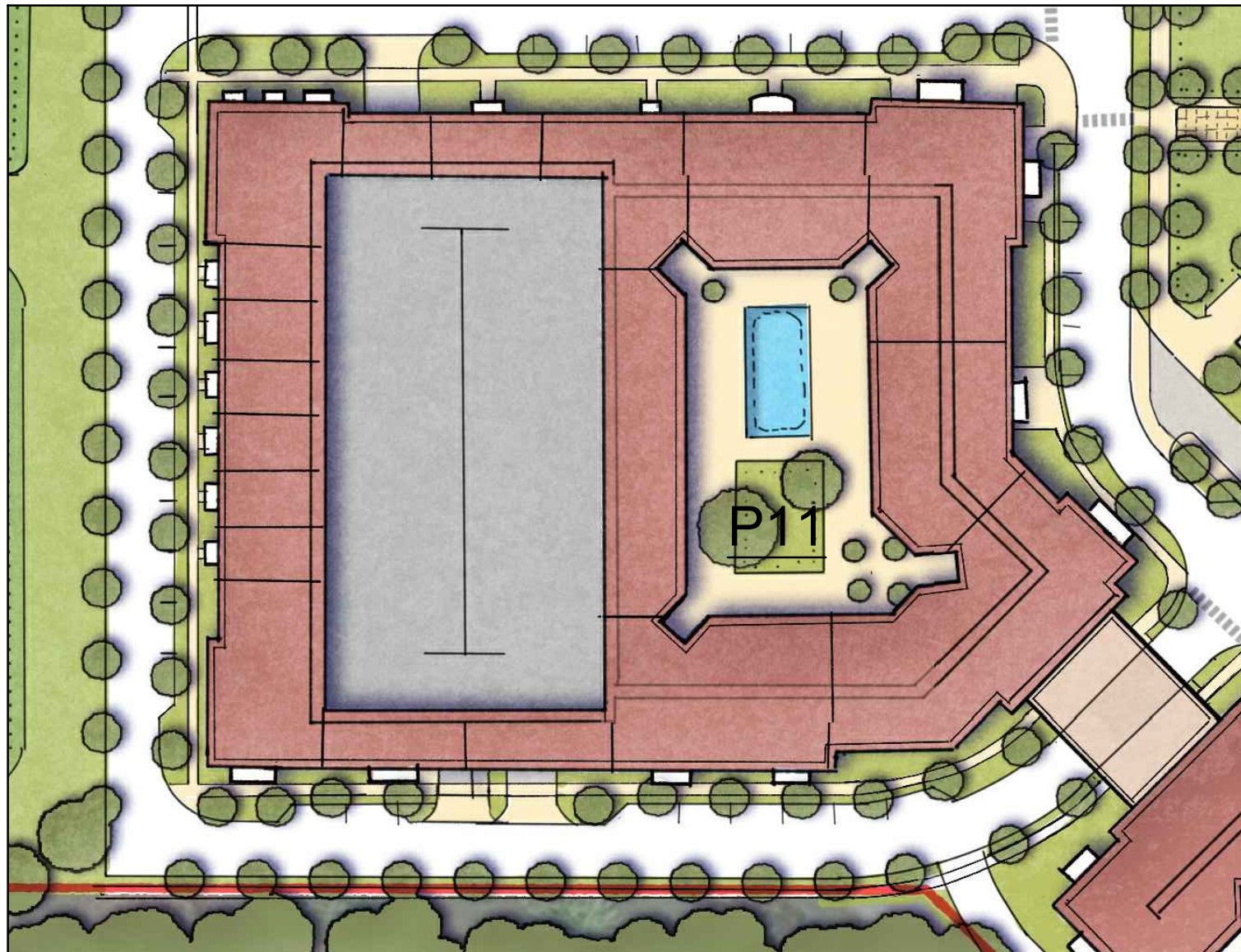
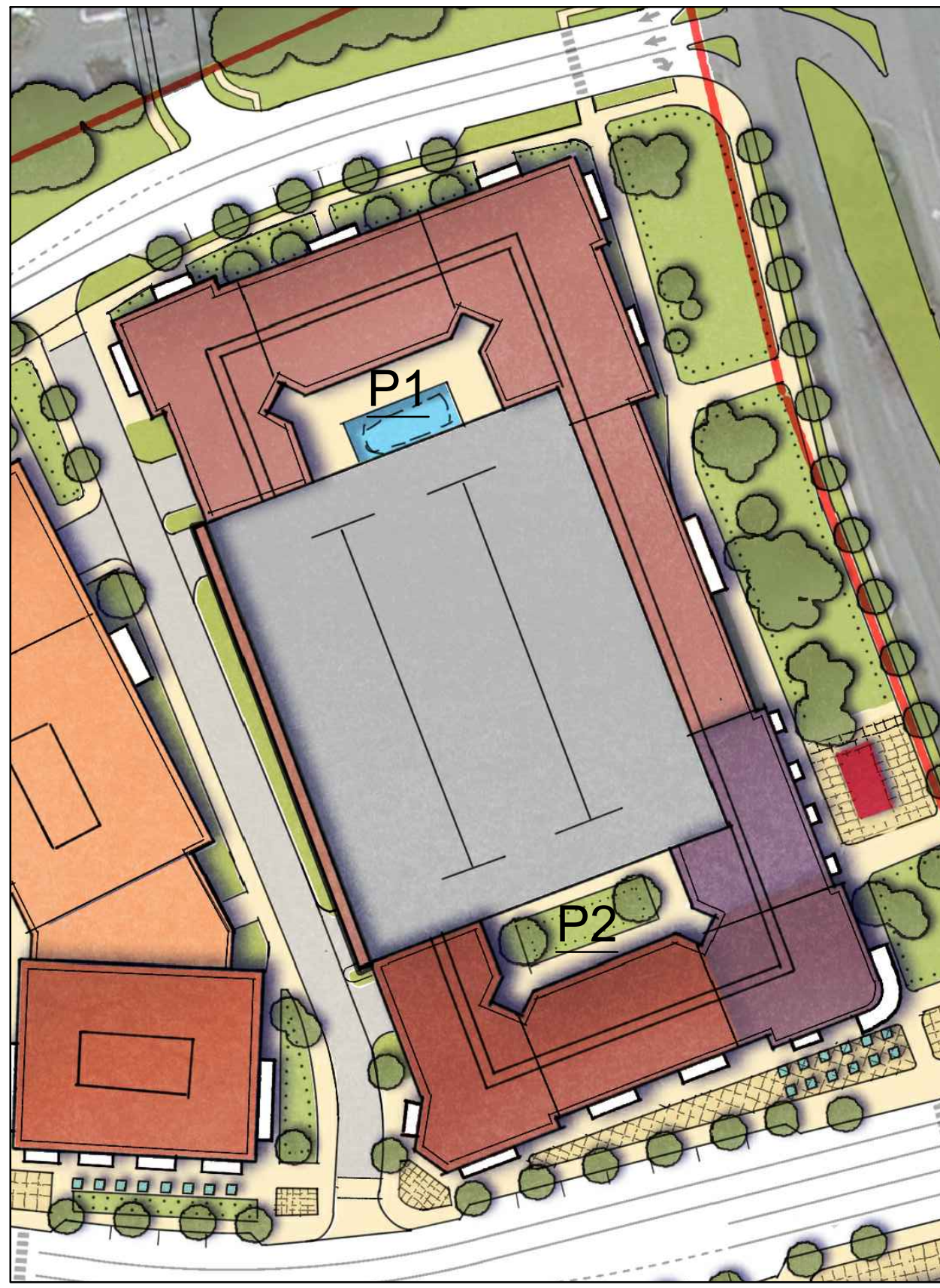
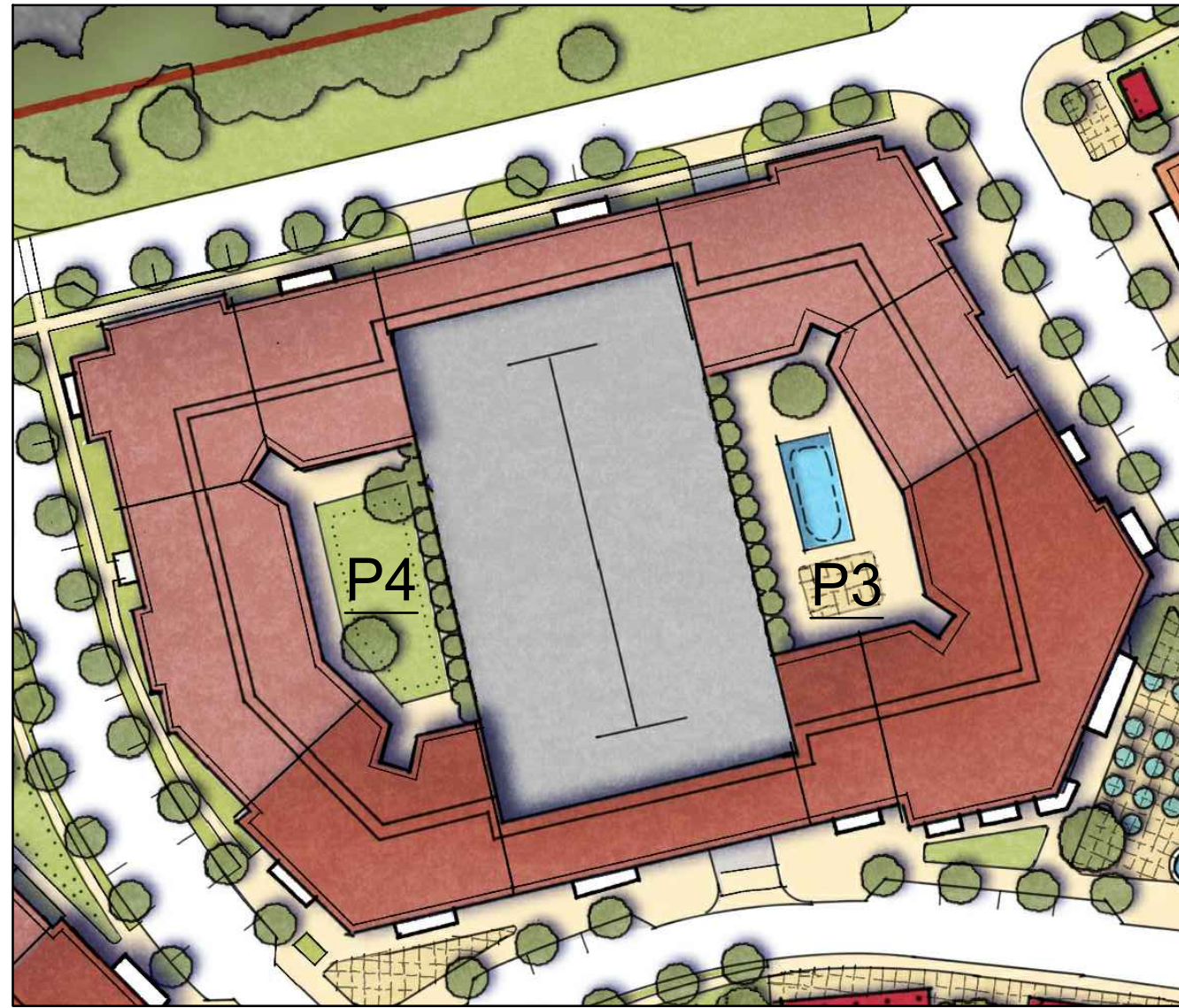
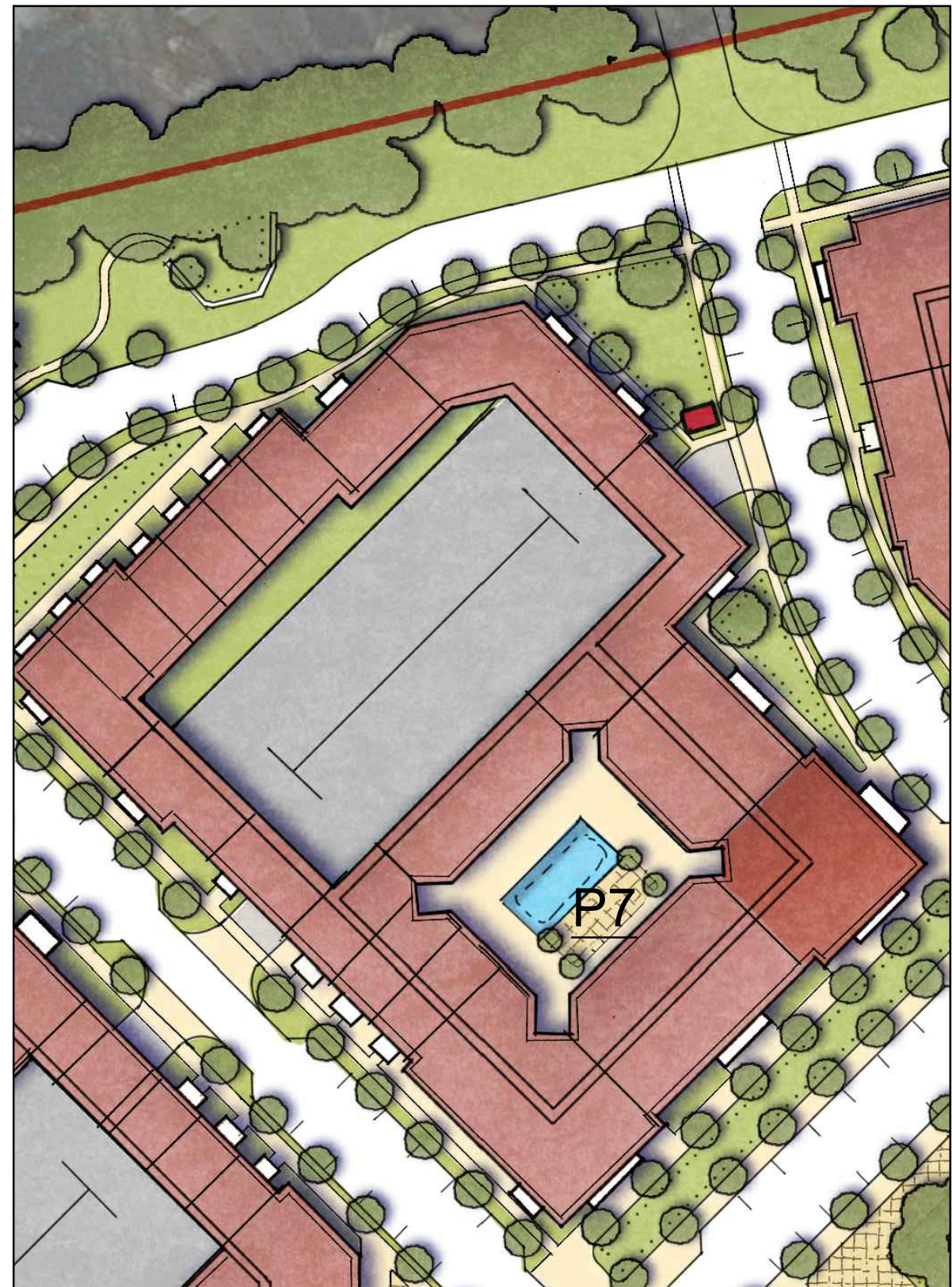
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P.O. BOX 60070
NASHVILLE, TN 37266
(615) 244-6581

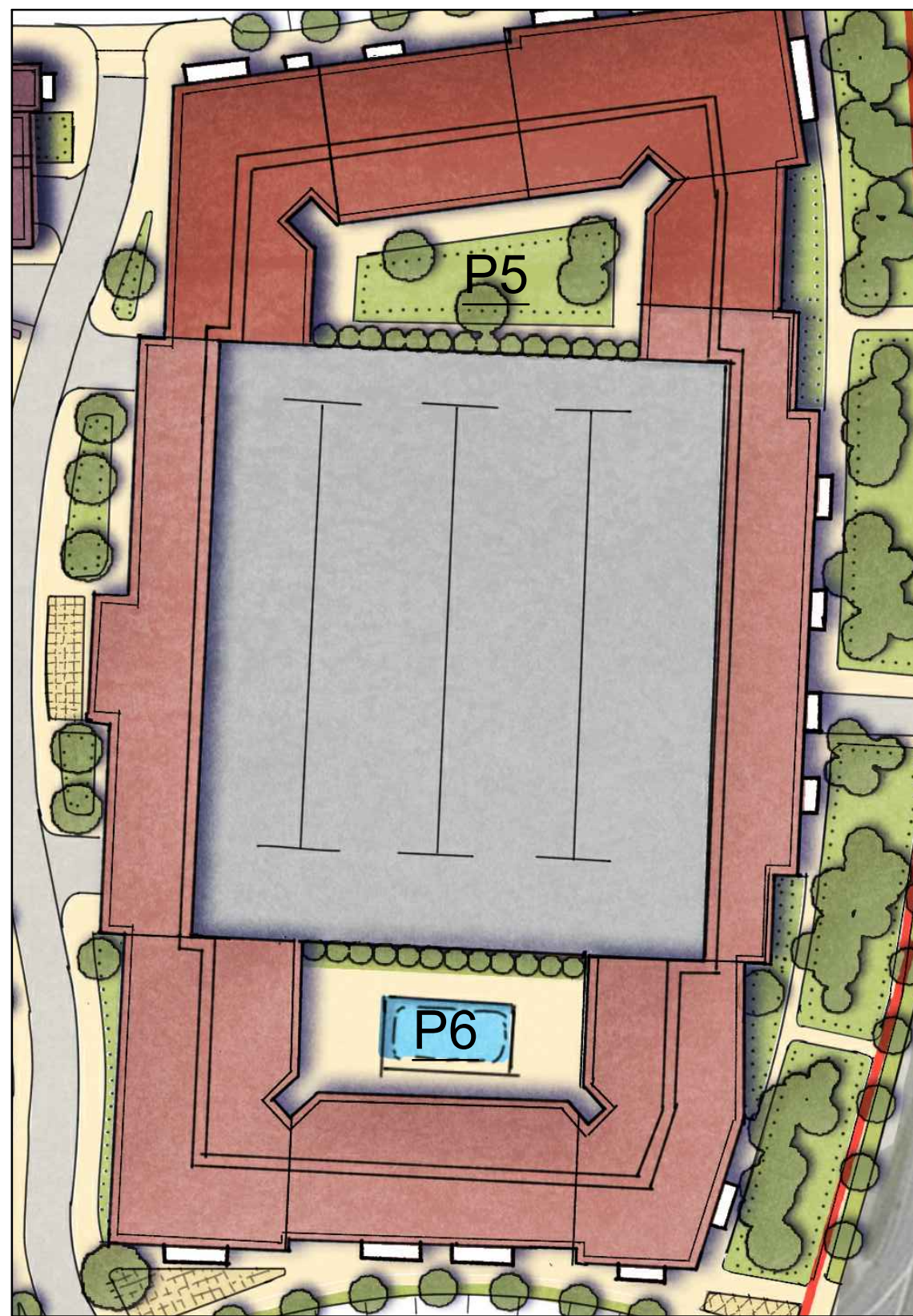
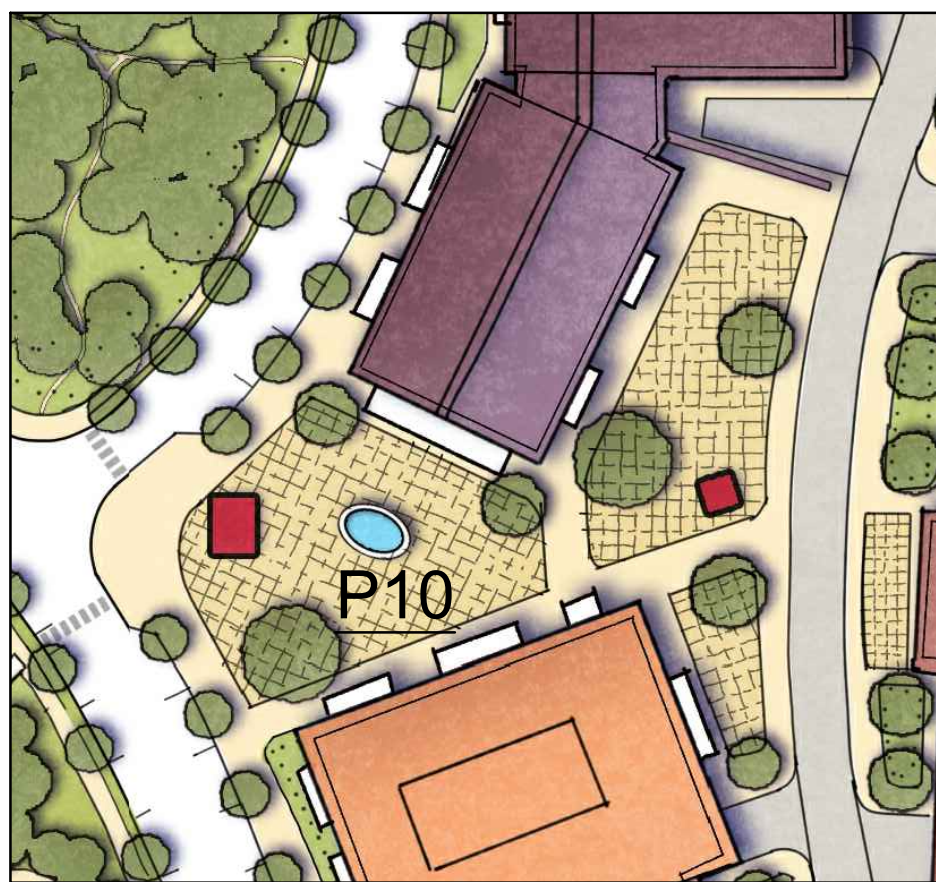
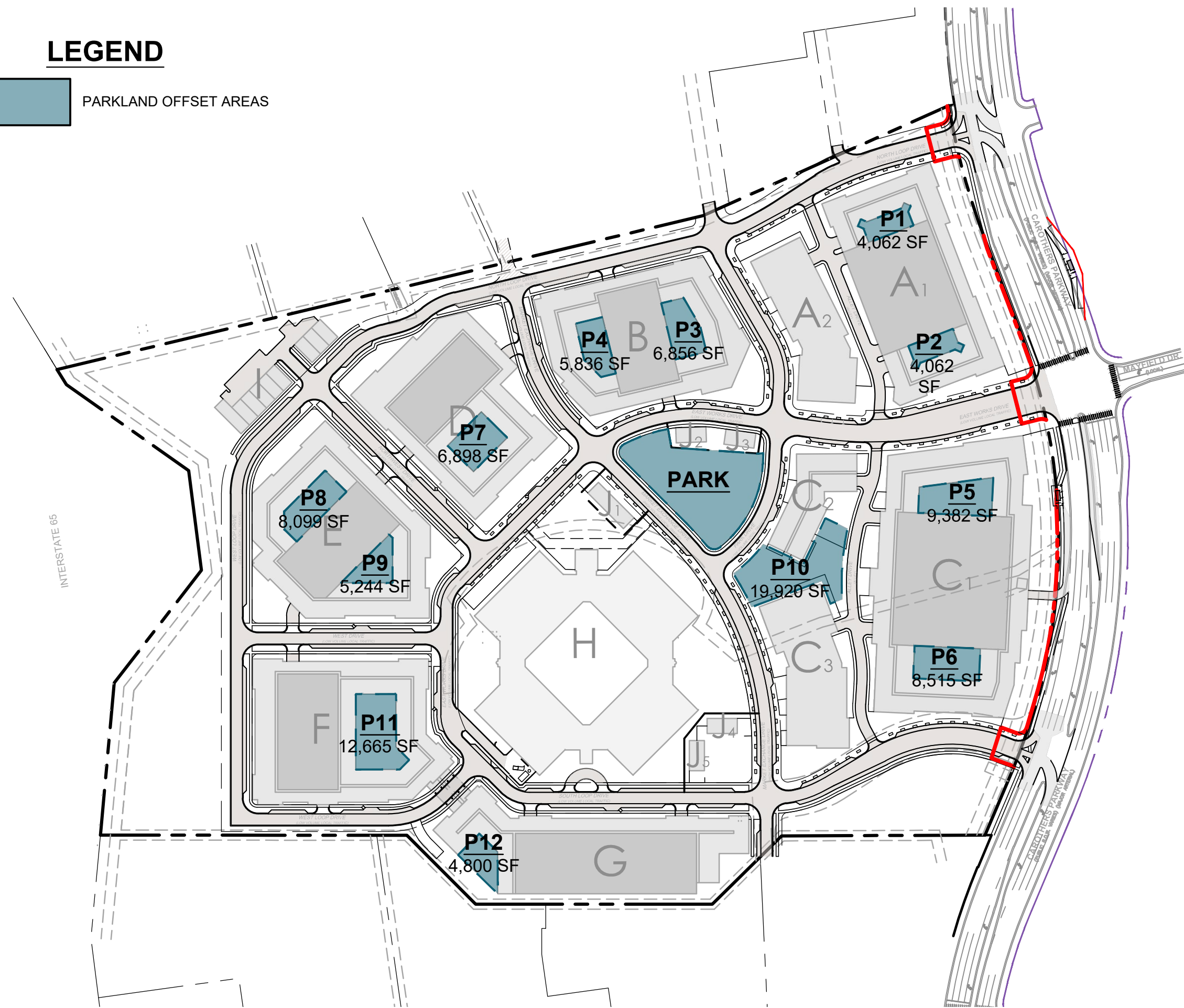
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1415 COMMERCIAL SUITE 200
CHATTANOOGA, TN 37408
(423) 249-5656

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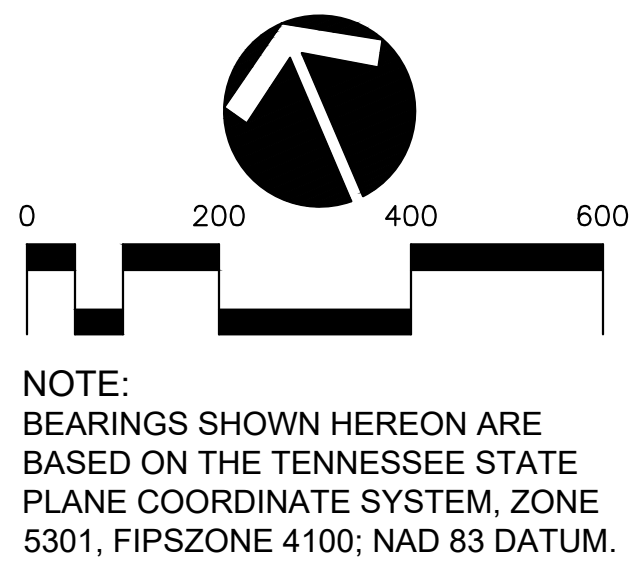
C6.3	CONCEPTUAL ROADWAY PHASING		JOB NO. 12067	WK. ORDER 0362	05/03/20 Rev. per Staff Comments REVISIONS
			DESIGNED: B. WRIGHT		
			DRAWN: S. BERNICK		
			SCALE: 1"=200'		
			DATE: APRIL 13, 2020		



LEGEND
PARKLAND OFFSET AREAS



East Works District Parkland Dedication Calculations: Future Parkland Zoning Ordinance (Prepared: 04/10/2020)					
Parkland Impact Fee Requirement Calculations					
Description	Qty.	% of Offset Allowed	Units	cost/unit	Required Impact Fee
Multi-Family Units	1624		Units	\$ 4,304.00	\$ 6,989,696.00
Minimum Parkland Impact Fee Payment (Less Than 5 Acres):		25%			\$ 1,747,424.00
Maximum Parkland Off-set Eligible to Receive (Less Than 5 Acres):		75%			\$ 5,242,272.00
Construction of Private Park and Recreation Amenities Improvements in Lieu of Parkland Impact Fee Off-sets (Private, Not Open to Public)					
Description	Qty.	% of Offset Allowed	Units	cost/unit	Total
Private Recreation Amenities (Swimming Pool/Deck/Courtyard)					
Parkland Set-aside Value Multi-family (Block A-Courtyard North): Private Use	1		Is	\$ 502,170.00	\$ 502,170.00
Parkland Set-aside Value Multi-family (Block A-Courtyard South): Private Use	1		Is	\$ 502,170.00	\$ 502,170.00
Parkland Set-aside Value Multi-family (Block B-Courtyard East): Private Use	1		Is	\$ 599,960.00	\$ 599,960.00
Parkland Set-aside Value Multi-family (Block B-Courtyard West): Private Use	1		Is	\$ 291,800.00	\$ 291,800.00
Parkland Set-aside Value Multi-family (Block C-Courtyard North): Private Use	1		Is	\$ 469,100.00	\$ 469,100.00
Parkland Set-aside Value Multi-family (Block C-Courtyard South): Private Use	1		Is	\$ 658,025.00	\$ 658,025.00
Parkland Set-aside Value Multi-family (Block C-Plaza): Private Use	1		Is	\$ 995,750.00	\$ 995,750.00
Parkland Set-aside Value Multi-family (Block D-Courtyard): Private Use	1		Is	\$ 602,725.00	\$ 602,725.00
Parkland Set-aside Value Multi-family (Block E-Courtyard North): Private Use	1		Is	\$ 404,950.00	\$ 404,950.00
Parkland Set-aside Value Multi-family (Block E-Courtyard South): Private Use	1		Is	\$ 543,540.00	\$ 543,540.00
Parkland Set-aside Value Multi-family (Block F-Courtyard): Private Use	1		Is	\$ 803,275.00	\$ 803,275.00
Parkland Set-aside Value Multi-family (Block G-Courtyard): Private Use	1		Is	\$ 240,000.00	\$ 240,000.00
Parkland Set-aside Value (Park): Private Use	1		Is	\$ 1,645,000.00	\$ 1,645,000.00
Total Private Park (Private Use) Construction Cost (Before % Offset Applied):					\$ 8,258,465.00
Total Private Park (Private Use) Construction Cost (After % Offset Applied):		50%			\$ 4,129,232.50
Private Parkland Set-aside Offset Summary					
Total Parkland Impact Fee via Fee/Dedication/Construction/Offset:					\$ 6,989,696.00
Total Private Parkland Set-aside Offset Value:					\$ -
Total Private Park Construction Offset Cost					\$ 4,129,232.50
Total Parkland Offset in Lieu of Payment Requested:					\$ 4,129,232.50
Total Parkland Impact Fee Balance Paid by Developer (After Offset Reimbursement):					\$ 2,860,463.50
NOTE: The EWD Parkland Dedication Calculations were developed based upon the following key assumptions:					
1 Phasing of Parkland Improvements will follow the anticipated development phasing.					
2 1,747,424 (25% of the overall impact fee) shall be paid at Final Plat. The remainder \$5,242,272 shall be prorated per each future phase and paid at Building Permit.					
3 Total Parkland Impact Fee Required may vary based on actual units developed.					



CITY OF FRANKLIN #

EAST WORKS DISTRICT

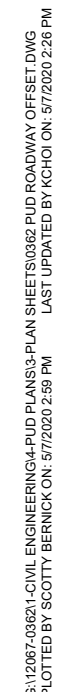
FOR
MarketStreet™
ENTERPRISES

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

JOB NO.	12067	DESIGNED:	S. BERNICK	DRAWN:	B. SHRUM	SCALE:	1"=60'	DATE:	APRIL 13, 2020	REVISIONS:	
WK. ORDER	0362										
PARKLAND DEDICATION											
C7.1											



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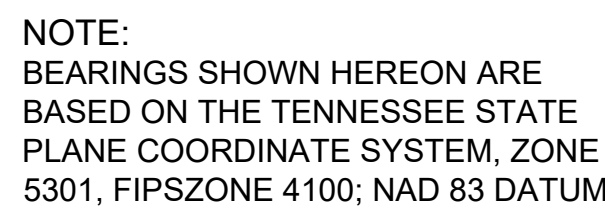


2020.05.05

NOTE:
Roadway Offset Agreement is currently being reviewed by Jimmy Wiseman

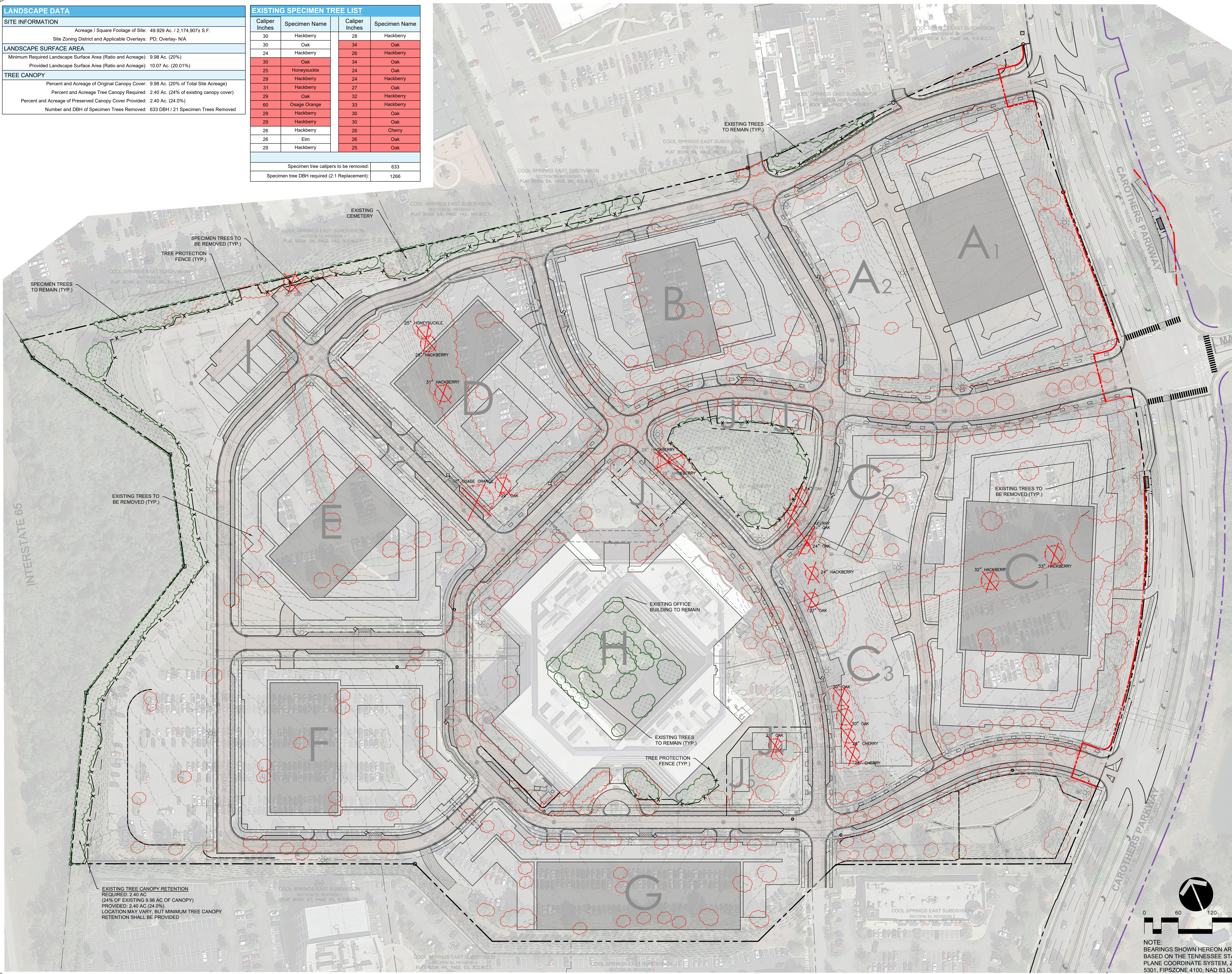
AT THE SITE PLAN STAGE, ALL ROADWAY IMPROVEMENTS SHALL BE DESIGNED IN ACCORDANCE WITH THE APPROPRIATE COMMON STANDARDS SPECIFIED BY THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND STREET TECHNICAL STANDARDS, (B) THE ASHTO POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, AND (C) THE TENNESSEE DEPARTMENT OF TRANSPORTATION DESIGN GUIDELINES AND STANDARD DETAILS. FEATURES SUCH AS TAPER LENGTHS, HORIZONTAL AND VERTICAL CLEARANCE, CLEAR ZONES, GUARDRAIL REQUIREMENTS, ETC., SHALL BE EVALUATED IN GREATER DETAIL AT THE SITE PLAN STAGE. IT SHALL BE REQUIRED TO PROVIDE CONFORMED TO THE STANDARDS AND IN ORDER TO ENSURE PUBLIC SAFETY AND WELL-BEING, AS WELL AS THE CONTINUED FUNCTIONALITY OF THE EXISTING AND PROPOSED STREET NETWORKS.

THE OFFSITE ROADWAY IMPROVEMENTS AND NEW TRANSPORTATION ELEMENTS SHOWN ON THIS PLAN FOR EAST WORKS DISTRICT ARE CONCEPTUAL LAYOUTS INTENDED TO ILLUSTRATE THE REQUIRED IMPROVEMENTS OR DESIRED DESIGN FEATURES. THE SPECIFIC GEOMETRIC DESIGN AND CONSTRUCTION DETAILS FOR THE OFFSITE IMPROVEMENTS AND NEW TRANSPORTATION ELEMENTS AT EAST WORKS DISTRICT WILL BE COMPLETED AT THE SITE PLAN STAGE FOR EAST WORKS DISTRICT. THE DESIGN OF THE OFFSITE IMPROVEMENTS AND NEW TRANSPORTATION ELEMENTS WILL BE COORDINATED WITH AND REVIEWED/APPROVED BY CITY STAFF AS IS TYPICAL FOR DEVELOPMENT SITE PLANS IN THE CITY OF FRANKLIN.

C7.2

LANDSCAPE DATA	
SITE INFORMATION	
Acreage / Square Footage of Site: 49.929 Ac. / 2,174,907± S.F.	
Site Zoning District and Applicable Overlays: PD, Overlay: N/A	
LANDSCAPE SURFACE AREA	
Minimum Required Landscape Surface Area (Ratio and Acreage): 9.98 Ac. (20%)	
Provided Landscape Surface Area (Ratio and Acreage): 10.07 Ac. (20.01%)	
TREE CANOPY	
Percent and Acreage of Original Canopy Cover: 9.98 Ac. (20% of Total Site Acreage)	
Percent and Acreage Tree Canopy Required: 2.40 Ac. (24% of existing canopy cover)	
Percent and Acreage of Preserved Canopy Cover Provided: 2.40 Ac. (24.0%)	
Number and DBH of Specimen Trees Removed: 633 DBH / 21 Specimen Trees Removed	

Caliper Inches	Specimen Name	Caliper Inches	Specimen Name
30	Hackberry	28	Hackberry
30	Oak	34	Oak
24	Hackberry	26	Hackberry
30	Oak	34	Oak
25	Honeysuckle	24	Oak
29	Hackberry	24	Hackberry
31	Hackberry	27	Oak
29	Oak	32	Hackberry
60	Osage Orange	33	Hackberry
29	Hackberry	30	Oak
29	Hackberry	30	Oak
26	Hackberry	26	Cherry
26	Elm	26	Oak
29	Hackberry	25	Oak
Specimen tree calipers to be removed:		633	
Specimen tree DBH required (2:1 Replacement):		1266	



THIS DOCUMENT IS THE PROPERTY OF RAGAN SMITH & ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF RAGAN SMITH & ASSOCIATES, INC.

CITY OF FRANKLIN # 7239

EAST WORKS DISTRICT

FOR
MarketStreet™
ENTERPRISES

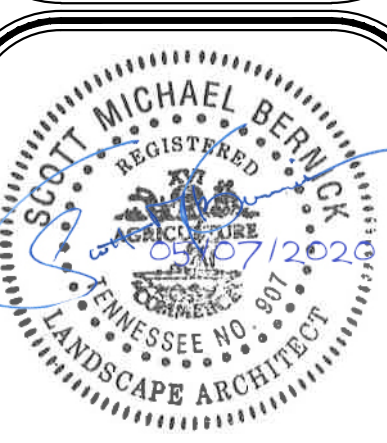
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

JOB NO.	12067
WK. ORDER	0362
DESIGNED:	S. BERNICK
DRAWN:	K. CHOI
SCALE:	1"=60'
DATE:	APRIL 13, 2020
REVISIONS	

TREE
PRESERVATION
PLAN

L1.0

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NOTE:
BEARINGS SHOWN HEREON ARE
BASED ON THE TENNESSEE STATE
PLANE COORDINATE SYSTEM, ZONE
5301, FIPSZONE 4100; NAD 83 DATUM.



CITY OF FRANKLIN # 7239

EAST WORKS DISTRICT

FOR
MarketStreet™
ENTERPRISES

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

JOB NO.	WK. ORDER	DESIGNED:	DRAWN:	SCALE:	DATE:
12067	0362	B. WRIGHT	S. BERNICK	NOT TO SCALE	APRIL 13, 2020
					REVISIONS
					05/03/20 Rev. Per Staff Comments

CONCEPTUAL
PERSPECTIVE

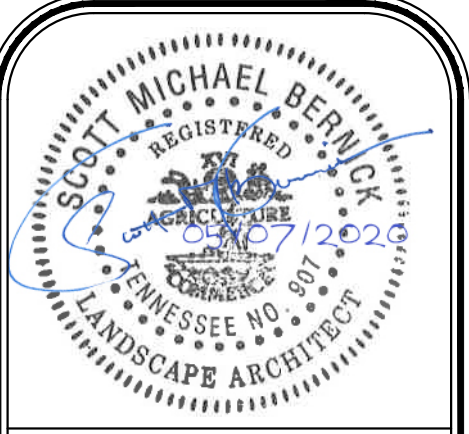
A1.0



Note
Perspective rendering shown to
illustrate development character



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CITY OF FRANKLIN # 7239
EAST WORKS DISTRICT
 FOR
Market Street™
 ENTERPRISES
 CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

JOB NO.	12067	WK. ORDER	0362
DESIGNED:	B. WRIGHT	DRAWN:	S. BERNICK
SCALE:	NOT TO SCALE	DATE:	APRIL 13, 2020
REVISIONS 05/03/20 Rev. Per Staff Comments			

CONCEPTUAL PERSPECTIVE

A3.0







MORE DETAILED VIEW OF PODIUM WITH 2-HOUR GYPSUM FIREWALL SHOWN ON LEFT SIDE OF PODIUM



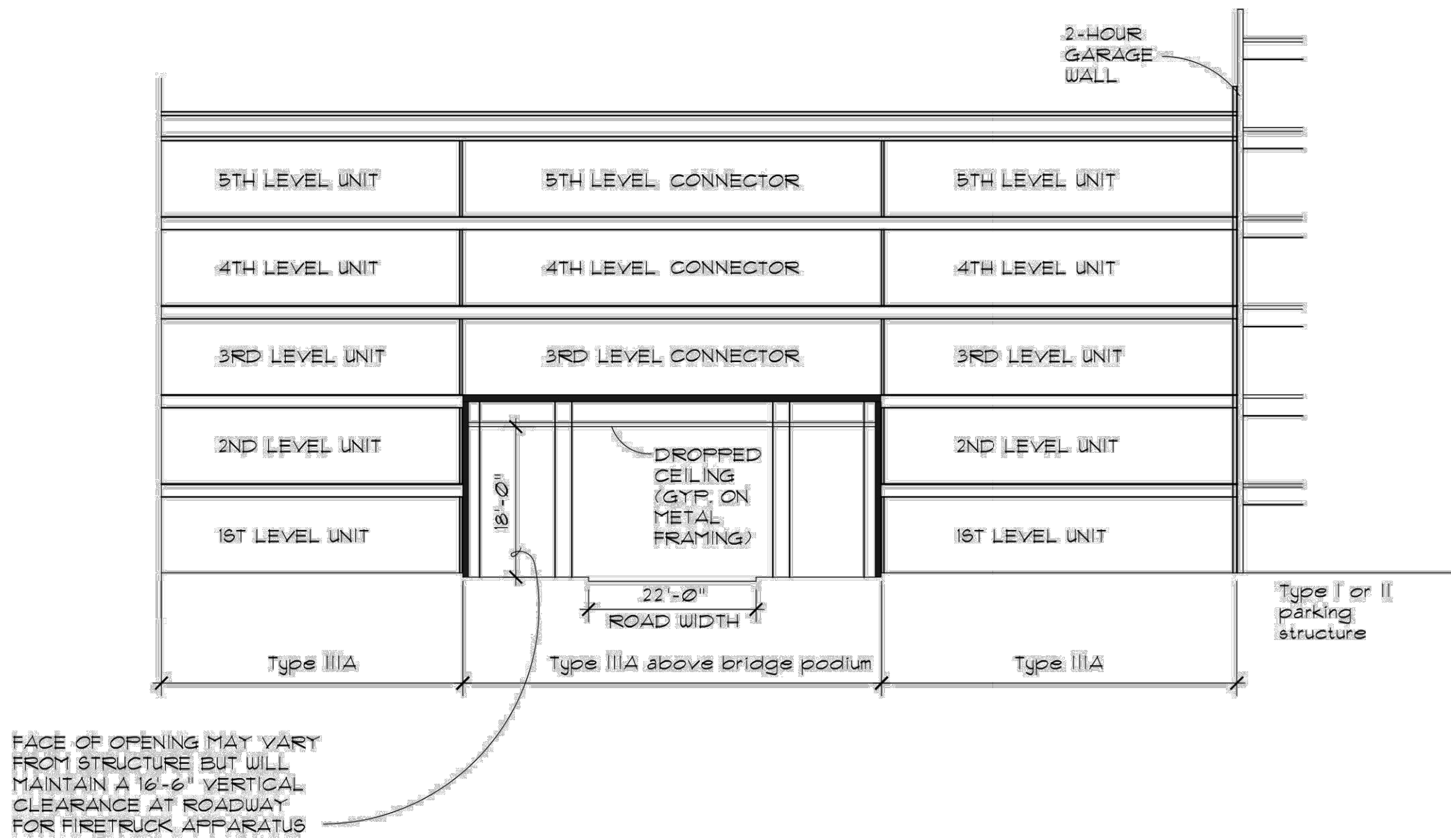
VIEW OF BRIDGE OVER PUBLIC STREET / FIRELANE

Precedent Images of other bridge designed by 2PA

© 2016 Poole & Poole Architecture, LLC - Richmond, VA, 804-225-0215, Nashville, TN 615-922-6190, Mount Pleasant, SC, 843 343 8589 -Internet: www.2pa.net

June 21, 2017

1522.00

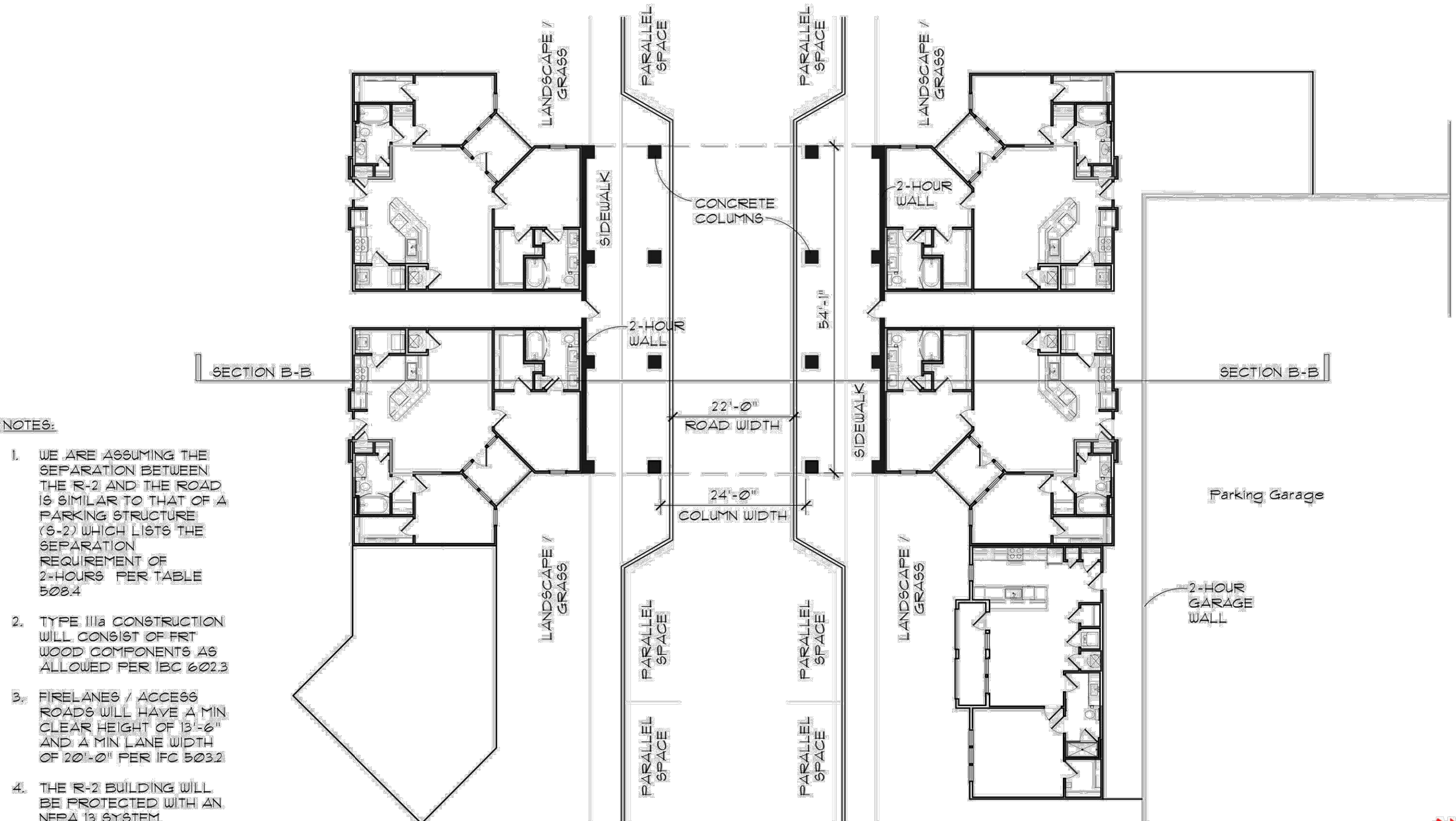


Section B-B - section at road / bridge between buildings F & G

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June 21, 2017

1522.00

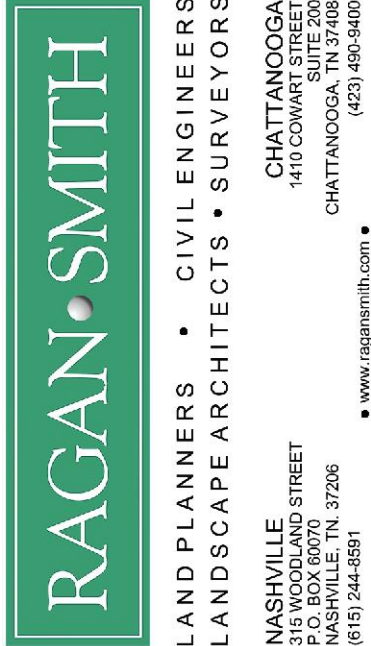
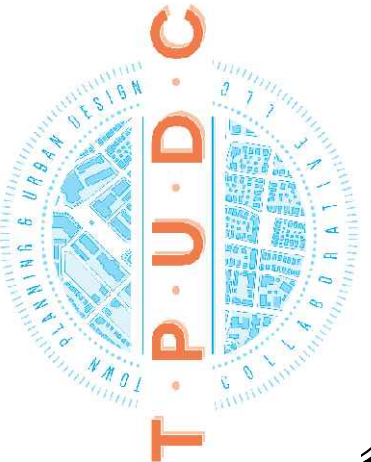
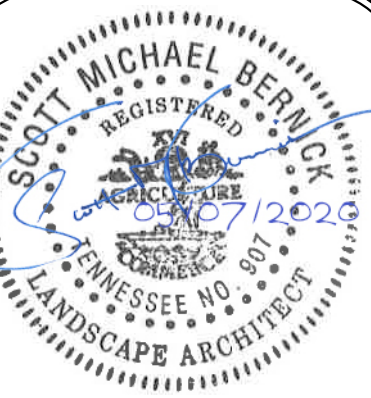


Partial Plan at Bridge - Building F-G connection

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June 21, 2017

1522.00



JOB NO.	WK. ORDER	DESIGNED:	DRAWN:	SCALE:	DATE:
12067	0362	B. WRIGHT	S. BERNICK	#7-#8	APRIL 13, 2020
REVISIONS					
05/03/20 Rev. Per Staff Comments					

SCHEMATIC
BRIDGE UNIT
EXHIBIT

A6.0

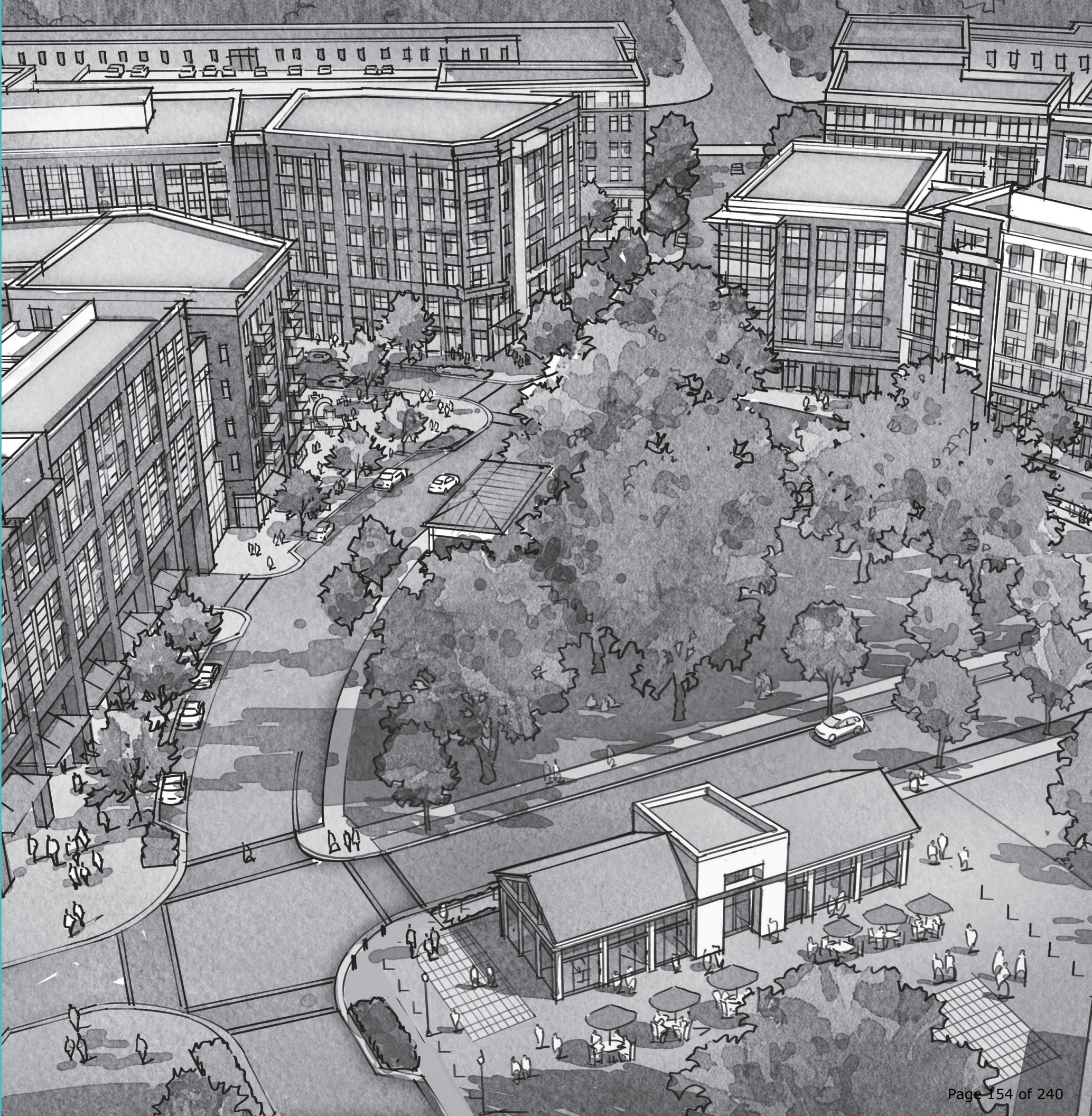
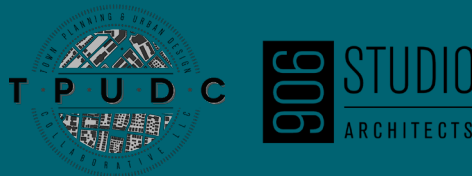
EAST WORKS DISTRICT

DEVELOPMENT PLAN APPLICATION

MODIFICATIONS OF STANDARDS
AND ILLUSTRATIVE EXHIBITS

FOR SUBMITTAL MAY 2020

THIS DOCUMENT IS NOT FOR ENTITLEMENT PURPOSES.
ALL DESIGN ELEMENTS, INCLUDING LAYOUT AND ARCHITECTURE, WILL
COMPLY WITH THE ZONING ORDINANCE AND THE DEVELOPMENT PLAN
APPLICATION SUBMITTED WITH THIS DOCUMENT.



► TABLE OF CONTENTS

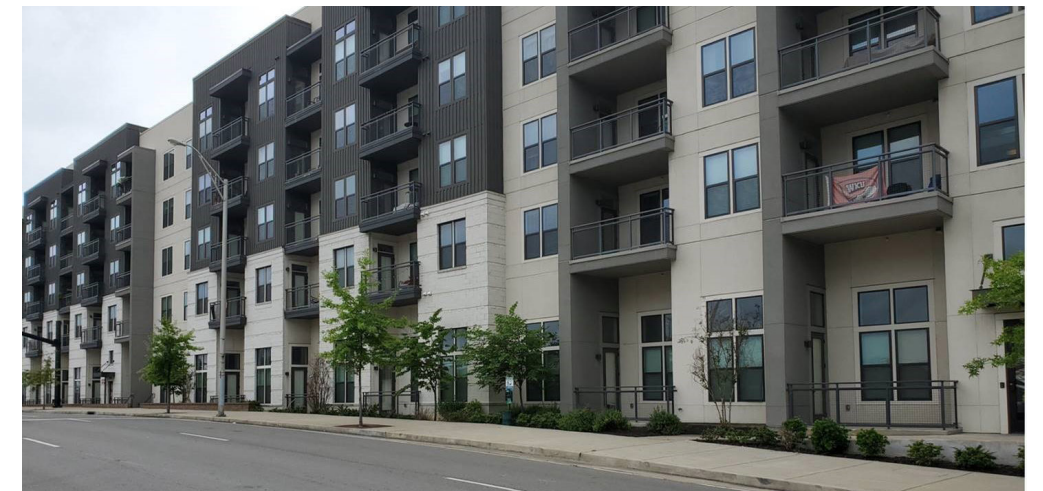
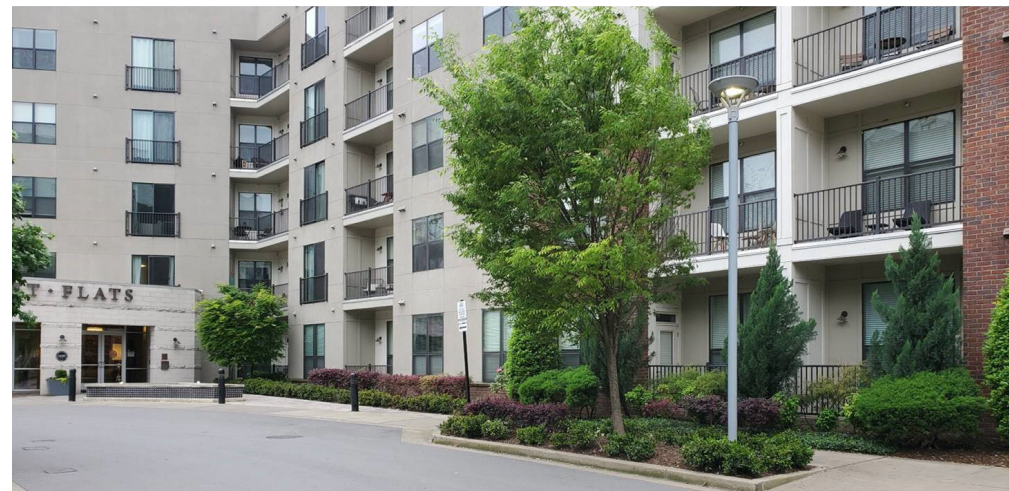
3	MODIFICATION OF STANDARDS #1 RELATED TO BUILDING ENTRANCES
5	MODIFICATION OF STANDARDS #2 RELATED TO SIGNAGE
6	MODIFICATION OF STANDARDS #3 RELATED TO SIGNAGE
7	MODIFICATION OF STANDARDS #4 RELATED TO SIGNAGE
8	MODIFICATION OF STANDARDS #5 RELATED TO SIGNAGE
9	MODIFICATION OF STANDARDS #6 RELATED TO SIGNAGE
10	MODIFICATION OF STANDARDS #7 RELATED TO SIGNAGE

► MODIFICATION OF STANDARDS #1

Section 6.7 (Building Types –Multifamily – Building Orientation and Entry - Entrances)

Revise to allow facades along a street or internal drive to have ground floor units and associated outdoor living spaces, where applicable, accessed from the interior rather than having individual entrances from the exterior, provided that the façade of the building has an entrance to publicly - accessed ground floor uses. This MOS is being requested to address topographical constraints, context, and anticipated demand for ground floor dwelling units with exterior entrances.

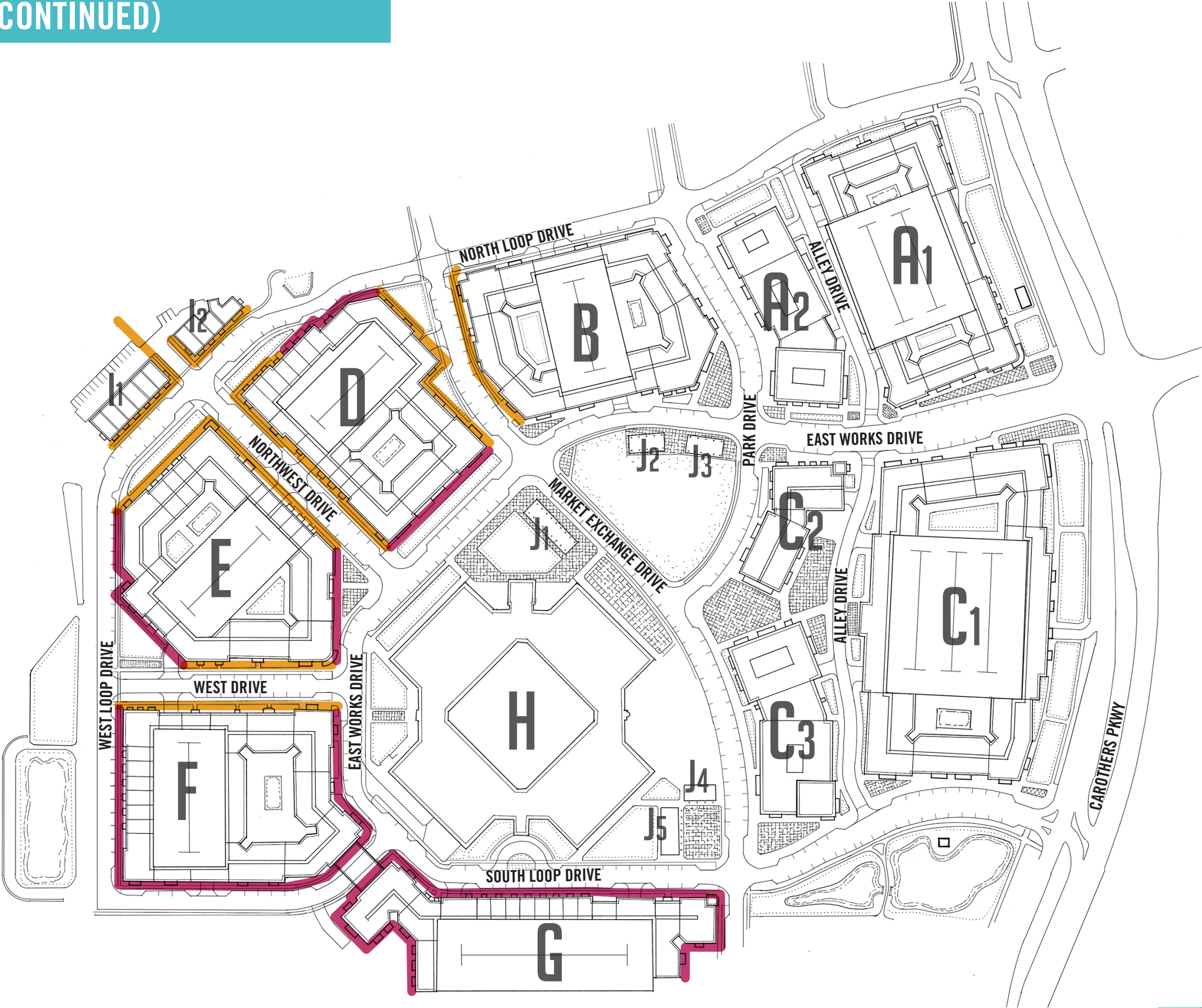
Example images of buildings using a single ground floor entrance, as well as a plan indicating potential locations where this MOS may be utilized within the project, are shown here and on the next page.



See previous page.

LEGEND

- Consolidated Entrances
- Individual Entrances



► MODIFICATION OF STANDARDS #2

Section 15.1.3 (Signs – Proportion and Shape)

Revise to allow Band or Hanging signs to be the shape of any item that is representative of the business, such as a “dog tag” for a “bootcamp” style fitness retailer. Such irregularly shaped signs shall be limited to two per frontage. This would be appropriate in the context of the project.

Example images of signs that would be permitted under this MOS are included here.

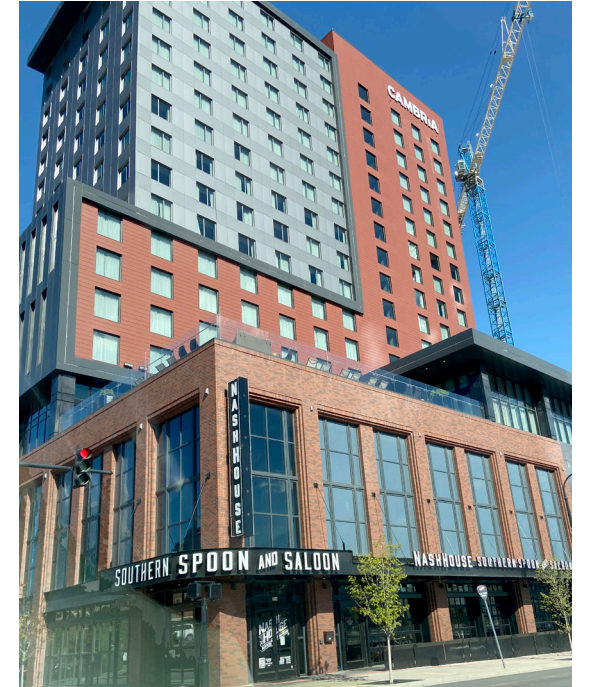


► MODIFICATION OF STANDARDS #3

Section 15.4 (Signs – Band Sign – Quantity)

Revise to allow one Band Sign per tenant per frontage located between the ground floor and the second floor, in addition to any allowed Wall Sign. This MOS is being requested to address situations where a tenant within a multiple tenant building could have a Wall Sign and each ground floor tenant space could also have a Band Sign above its storefront. This would be appropriate in the context of the project.

Example images of buildings showing this condition are included here.



► MODIFICATION OF STANDARDS #4

Section 15.5 (Signs - Canopy Sign - Lighting)

Revise to allow Canopy Signs to be illuminated externally or internally. Internal illumination of a Canopy Sign would be appropriate. Historically, Canopy Signs, such as those used for theatre marquees, have been internally illuminated. This would be appropriate in the context of the project.

Images showing internally illuminated Canopy Signs are included here.



► MODIFICATION OF STANDARDS #5

Section 15.10 (Signs - Hanging Sign - Sign Area & Lighting)

Revise to change maximum sign area to 6 square feet per side. The 3 square foot maximum sign area permitted for Hanging Signs is very small. A 6 square foot Hanging Sign would be within the customary range for this type and would be appropriate in the project. Revise to allow Hanging Signs to be illuminated externally or internally. Internal illumination of a Hanging Sign would be appropriate.

Images of Hanging Signs having an area of 6 square feet, as well as internally illuminated Hanging Signs, are included here.



► MODIFICATION OF STANDARDS #6

Section 15.14 (Signs – Vertical Blade Sign - Quantity)

Revise to allow one Vertical Blade Sign per frontage, and to allow such Vertical Blade Signs in addition to any Hanging Signs that are used for other tenants. This would be appropriate in the context of the project.

Images of multiple Vertical Blade Signs on a building, as well as Vertical Blade Signs being used on buildings with Hanging Signs are included here.

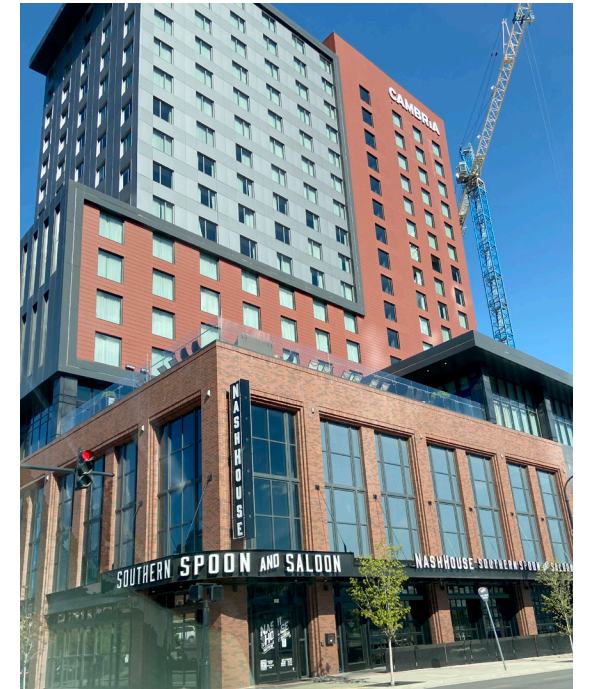


► MODIFICATION OF STANDARDS #7

Section 15.15 (Signs – Wall Sign – Quantity)

Revise to allow two Wall Signs located at a building's roofline per building and no more than one such Wall Sign per frontage and to allow such Wall Signs in addition to any allowed Band Signs. This would be appropriate in the context of the project. This MOS is being requested to address the reciprocal situation to that described in MOS No. 7 above, where a tenant within a multiple tenant building would have a roofline Wall Sign and each ground floor tenant space could also have a Band Sign at its entrance. This would be appropriate in the context of the project.

Example images of buildings showing this condition are included here.





File #: 20-0734

DATE: May 13, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Lisa Clayton, Director of Parks
Alyssa Dillon, Research & Planning Specialist

SUBJECT:

Consideration Of COF Contract No. 2020-0132, Parkland Impact Fee, Construction, And Dedication Agreement Between The City of Franklin And MarketStreet Management, LLC For The Property Known As East Works District.

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

MarketStreet LLC is developing the property known as East Works District which will include One Thousand Six Hundred Twenty-Four (1,624) dwelling units located in Quadrant One (1). Parkland Impact Fees and Parkland Dedication requirements are set forth in the City's Parkland Dedication Ordinance (Ordinance 2016-25 Franklin Municipal Code). The parkland impact fee per dwelling unit is established as Four Thousand Three hundred Four and 00/100 Dollars (\$4,304.00). The total Parkland Impact Fee assessed for the East Works property is Six Million Nine Hundred Eighty-Nine Thousand Six Hundred Ninety-Six and 00/100 Dollars (\$6,989,696.00). MarketStreet LLC intends to develop certain private parkland amenities to receive off-sets as set forth in the Parkland Ordinance. Amenities include six (6) swimming pools with deck areas and courtyards, and a large central park plaza as shown in Exhibit A of the agreement.

FINANCIAL IMPACT:

MarketStreet will pay City twenty five percent (25%), One Million Seven Hundred Forty-Seven Thousand Four Hundred Twenty Four and 00/100 Dollars (\$1,747,424.00), of the Total Parkland Impact Fee at the recording of the first final plat. The remaining seventy five percent (75%), Five Million Two Hundred Forty Two Thousand Two Hundred Seventy Two and 00/100 Dollars (\$5,242,272.00), will be collected on a pro-rated per permit basis of Three Thousand Two Hundred Twenty-Eight and 00/100 Dollars (\$3,228.00) per permit.

The estimated off-set is Three Million Four Hundred Ninety-Four Thousand Eight Hundred Forty-Eight and 00/100 Dollars (\$3,494,848.00). The remaining Twenty-Five Percent (25%), or One

Million Seven Hundred Forty-Seven Thousand Four Hundred Twenty Four and 00/100 Dollars (\$1,747,424.00) will be used on community type park improvements in Quadrant One (1).

RECOMMENDATION:

Staff recommends approval of COF Contract No. 2020-0132.

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

CONTRACT NO. 2020-0132

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

I. AGREEMENT FOR PARKLAND CONSTRUCTION AND DEDICATION

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

7. All improvements, uses, and activities shall comply with the policies established by the City of Franklin Zoning Ordinance and Municipal Code with the terms and conditions of this Agreement.
8. Upon completion, and prior to acceptance, of Private Parkland Projects improvements, MarketStreet will provide reasonable documentation for all such costs and provide notarized release of liens.
9. Final as-built plans shall be submitted immediately following completion of construction activities. If the project is developed in phases, as-built plans for each phase shall be submitted once the work is complete in that phase. Acceptance of Parkland dedication and construction projects will not be issued until satisfactory as-built plans have been approved by the Parks Department Director and the City Engineer. All aspects of the project that have been affected by construction shall be verified and appear on the as-built plans. This would include, but is not limited to the following items:
 - All property lines and easements
 - New and Existing structures (include restrooms, playground equipment, trail/multi-use paths, trail heads, pavilions, pools, etc.)
 - Location of all "as-built" work with station and offsets
 - Height and location of all fences, walls, screens, trees, and hedges over 42" tall
 - All commercial driveways, paved areas, and required parking spaces
 - All concealed components with station and offsets (include known buried cables, utilities, drainage structures, etc.)
 - All utilities
 - File formats shall be in a *.PDF along with either *.DWG, *.DXF, *.DGN, or 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.
10. The permission granted by the Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
11. This Agreement is non-transferable to the successors or assigns of MarketStreet unless the successor assumes the same obligations of MarketStreet in writing. This Agreement is non-transferable to the successors or assigns of MarketStreet unless the successor assumes the same obligations of MarketStreet in writing. Such assignment shall be provided to the City within fifteen (15) days after the transfer of the Development Project. Upon assignment, MarketStreet shall be relieved from any and all further liability under this Agreement, including, without limitation, pursuant to Section 18 hereof.
12. MarketStreet shall exercise the rights, privileges, and permission granted herein at MarketStreet's own risk. MarketStreet shall not claim any damages from the City for any injuries or damages, including death, about or because of the exercise of such rights, privileges, or permission, the condition of the non-exclusive, all-access public easement or the use of the non-exclusive, all-access public easement excluding gross negligence or willful

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

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

<u>In the case of the City:</u>	<u>In the case of MarketStreet:</u>	-
City of Franklin	MarketStreet Enterprises	
Attn: Vernon J. Gerth, ACA	Attn: Dirk Melton	
109 Third Ave. South	124 12 th Avenue South	
P.O. Box 305	Suite 600	
Franklin, TN 37065-0305	Nashville, TN 37203	

- 16. This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only 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 MarketStreet or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to MarketStreet or successor or on any obligations hereunder; provided, however, the City shall remain liable to MarketStreet for its gross negligence and willful misconduct. The City shall only look to MarketStreet and the Development Project for the enforcement of MarketStreet’ s obligations hereunder. None of the trustees, officers, directors, employees, members, owners, partners, or shareholders of MarketStreet or any direct or indirect owner of MarketStreet shall have any personal liability for any of the liability or obligations of MarketStreet in connection herewith.
- 2. Warranties /Limitation of Liability/Waiver.
The City reserves all rights afforded to local governments under law for all general and implied

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

3. Severability.

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

[Signature pages follow next]

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

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Eric S. Stuckey, City Administrator

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

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

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
Maricruz R. Fincher,
Staff Attorney

MARKETSTREET

By: _____
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 _____)
)
COUNTY OF _____)

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 _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

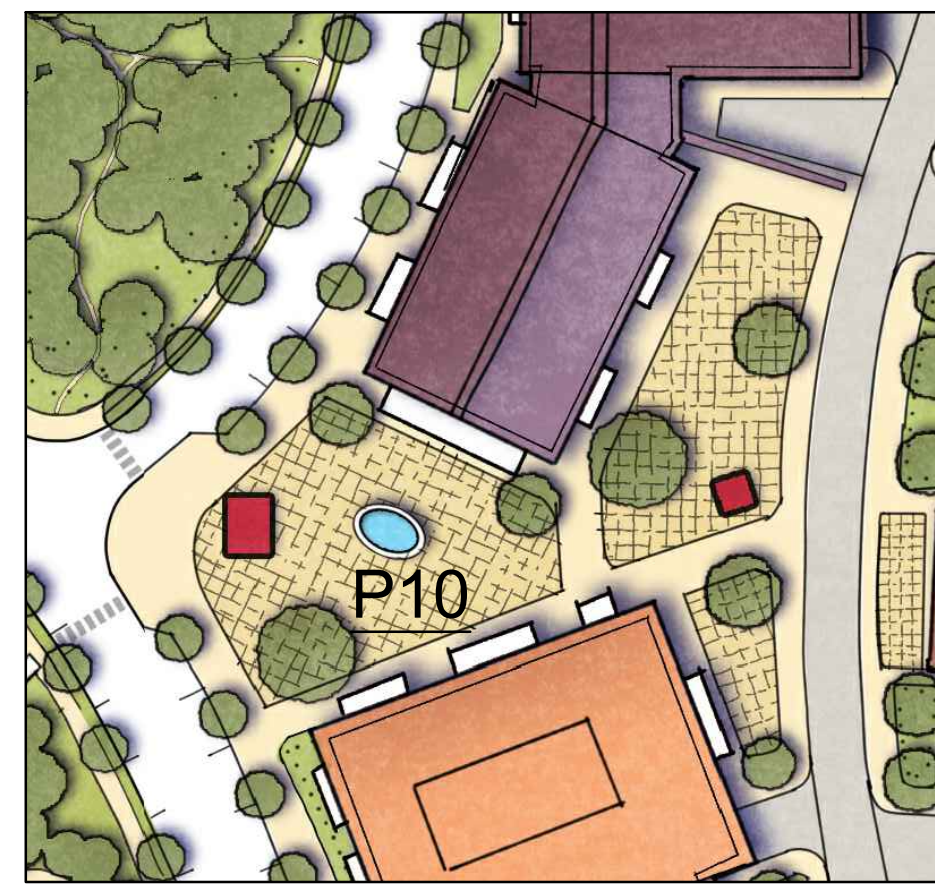
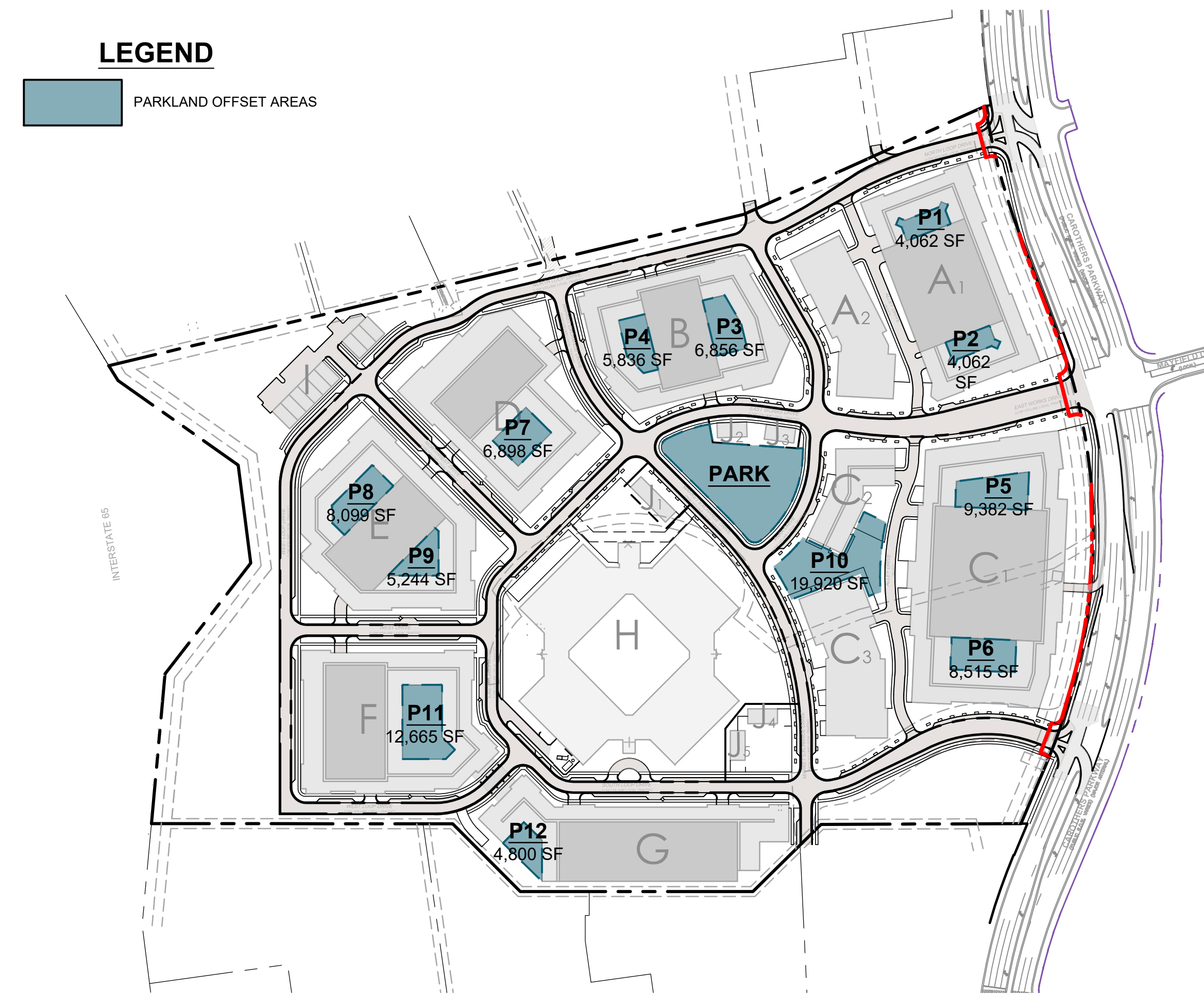
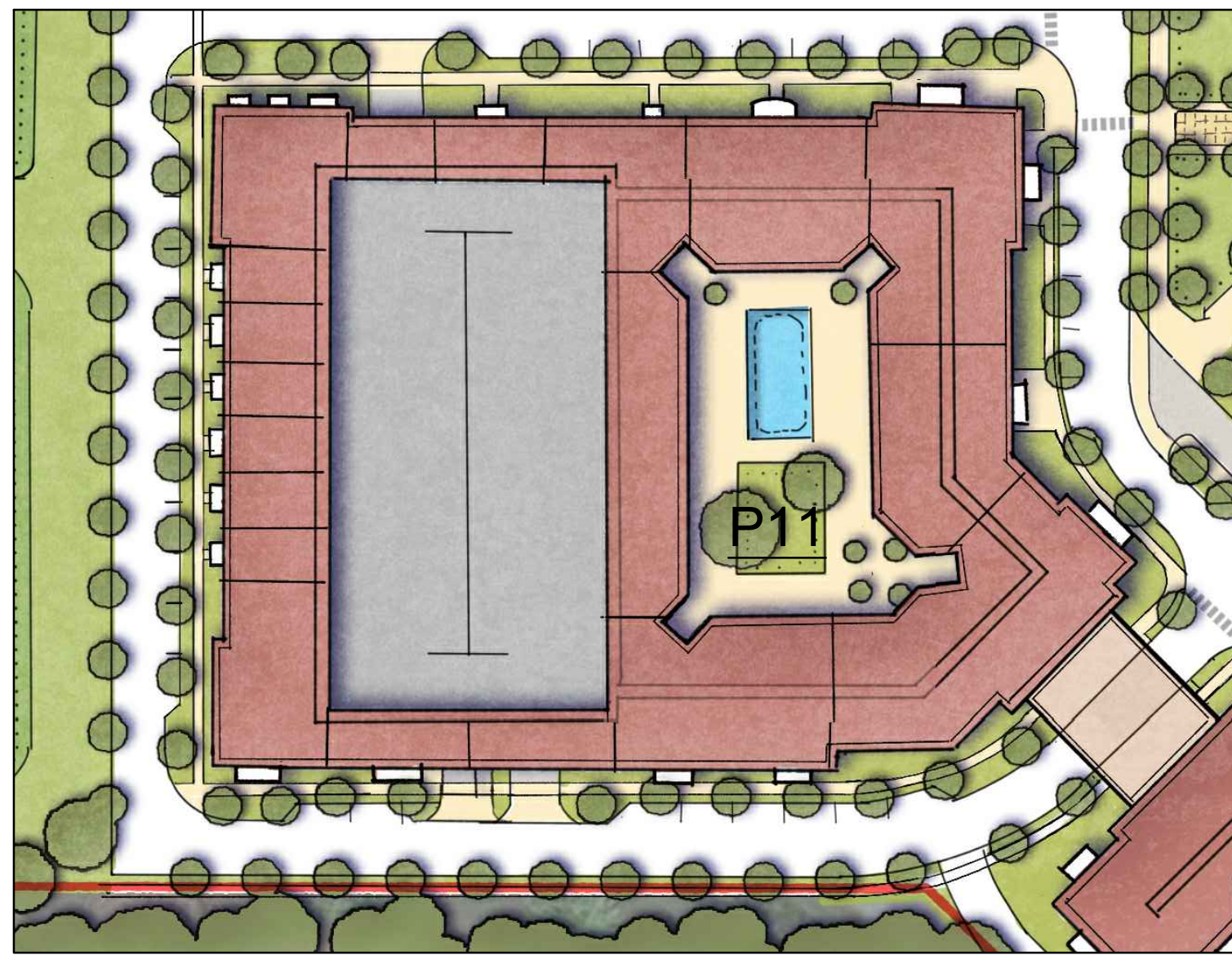
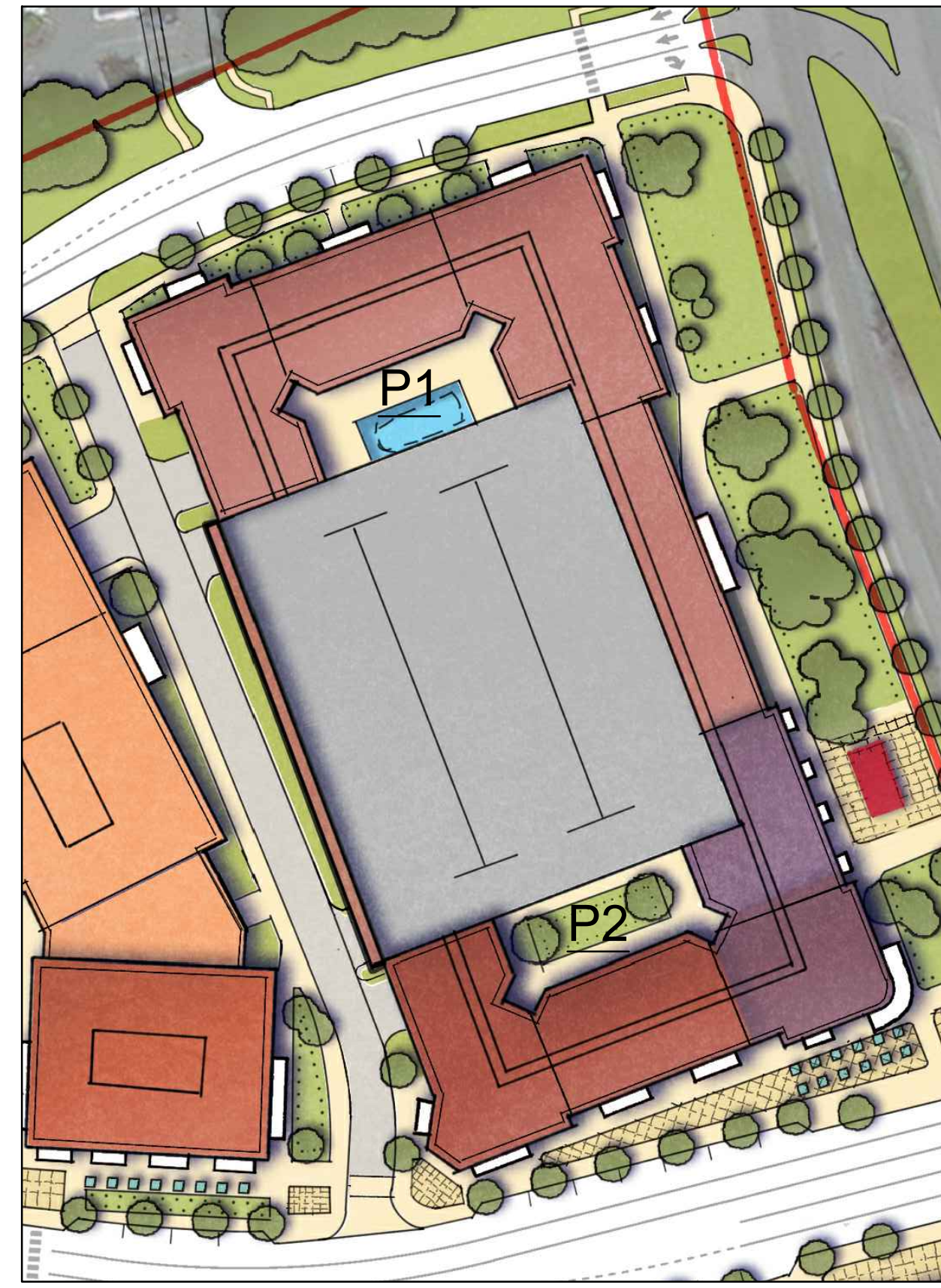
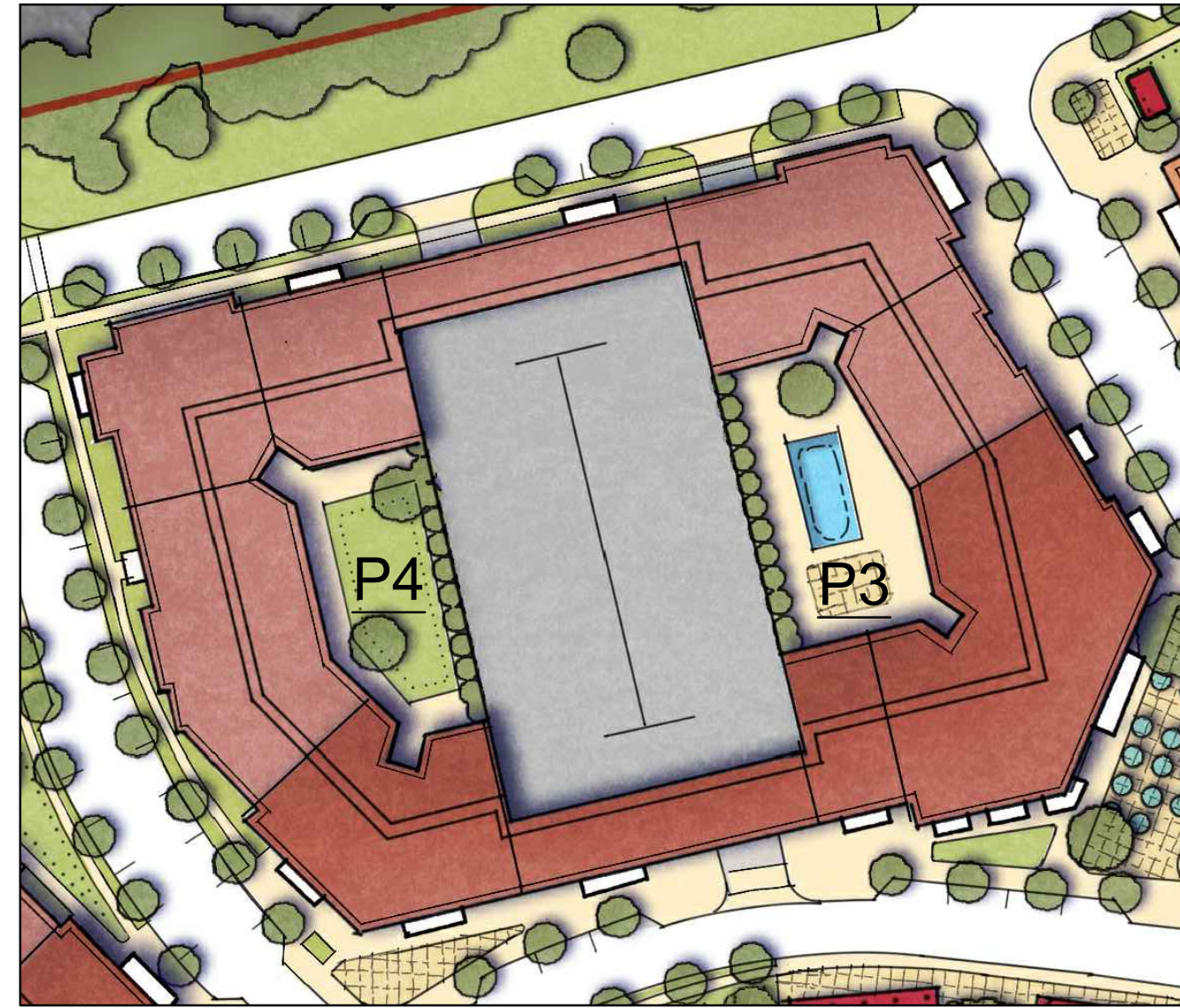
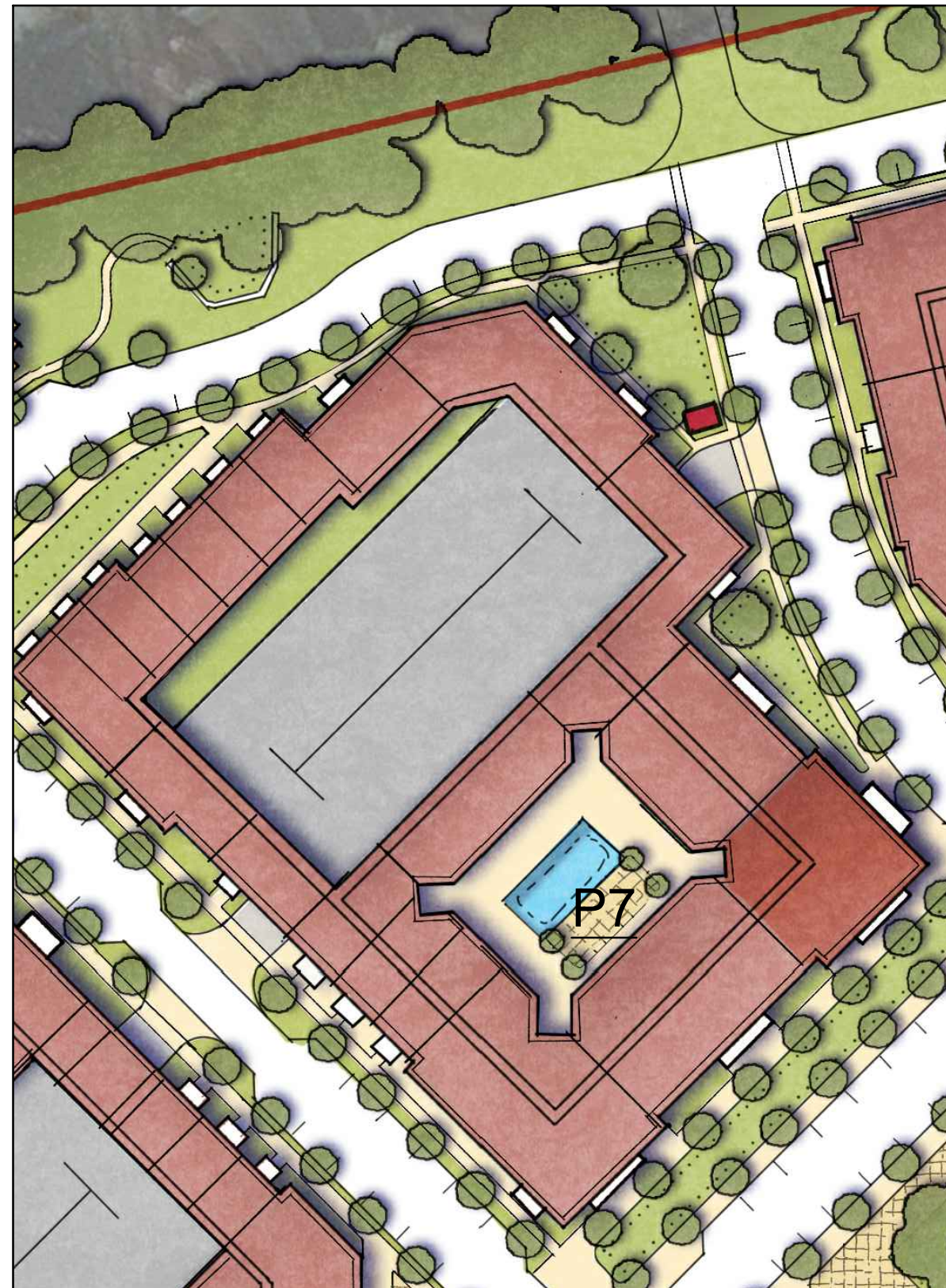
_____(seal)
Signature
My Commission Expires: _____

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

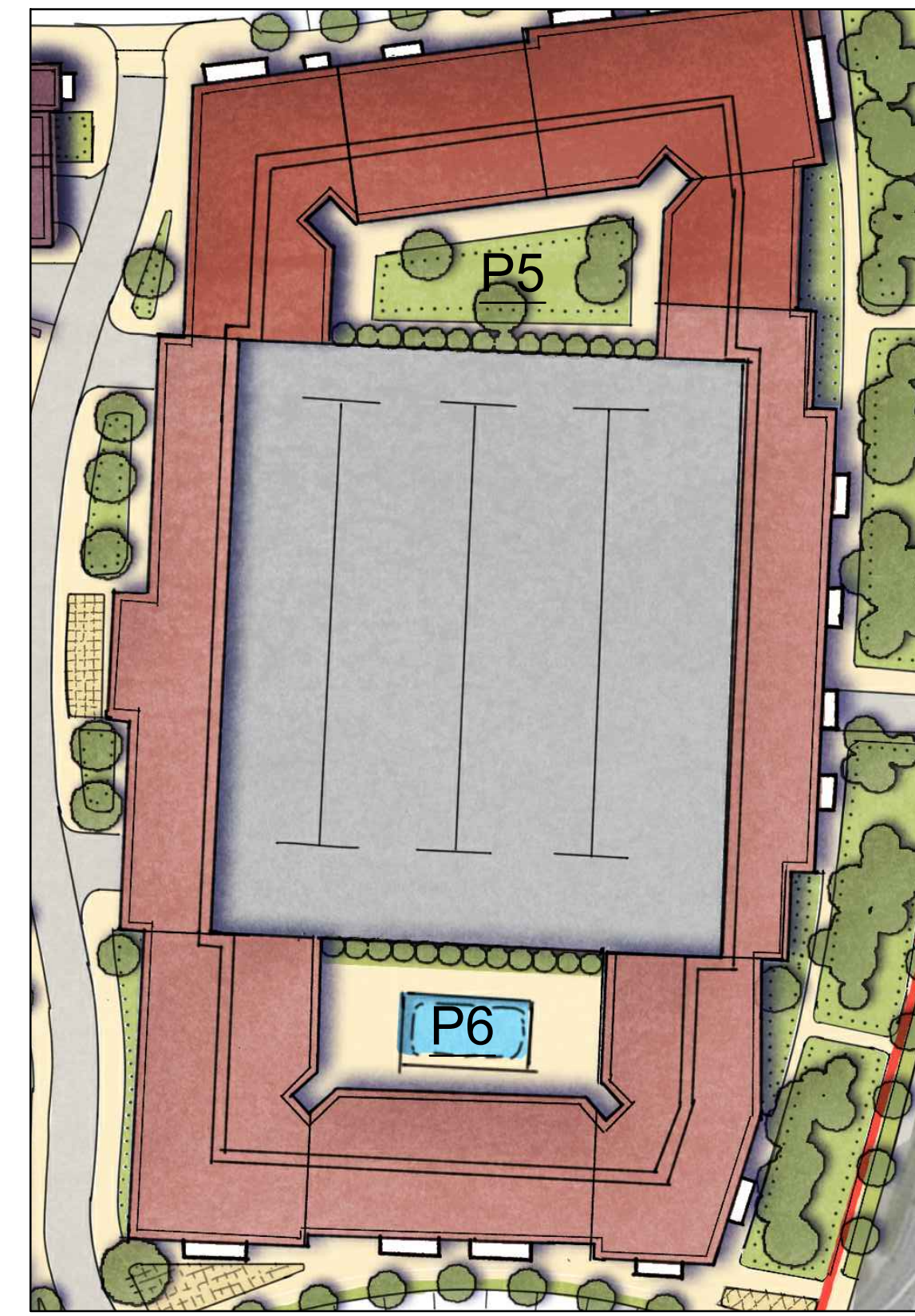
APPENDIX A:

EXHIBITS

Exhibit A



East Works District Parkland Dedication Calculations: Future Parkland Zoning Ordinance (Prepared: 04/10/2020)						
Parkland Impact Fee Requirement Calculations						
	Description	Qty.	% of Offset Allowed	Units	cost/unit	Required Impact Fee
	Multi-Family Units	1624		Units	\$ 4,304.00	\$ 6,989,696.00
	Minimum Parkland Impact Fee Payment (Less Than 5 Acres):		25%			\$ 1,747,424.00
	Maximum Parkland Off-set Eligible to Receive (Less Than 5 Acres):		75%			\$ 5,242,272.00
Construction of Private Park and Recreation Amenities Improvements in Lieu of Parkland Impact Fee Off-sets (Private, Not Open to Public)						
	Description	Qty.	% of Offset Allowed	Units	cost/unit	Total
	Private Recreation Amenities (Swimming Pool/Deck/Courtyard)					
	Parkland Set-aside Value Multi-family (Block A-Courtyard North): Private Use	1		Is	\$ 502,170.00	\$ 502,170.00
	Parkland Set-aside Value Multi-family (Block A-Courtyard South): Private Use	1		Is	\$ 502,170.00	\$ 502,170.00
	Parkland Set-aside Value Multi-family (Block B-Courtyard East): Private Use	1		Is	\$ 599,960.00	\$ 599,960.00
	Parkland Set-aside Value Multi-family (Block C-Courtyard West): Private Use	1		Is	\$ 291,800.00	\$ 291,800.00
	Parkland Set-aside Value Multi-family (Block C-Courtyard North): Private Use	1		Is	\$ 469,100.00	\$ 469,100.00
	Parkland Set-aside Value Multi-family (Block C-Courtyard South): Private Use	1		Is	\$ 658,025.00	\$ 658,025.00
	Parkland Set-aside Value Multi-family (Block C-Plaza): Private Use	1		Is	\$ 995,750.00	\$ 995,750.00
	Parkland Set-aside Value Multi-family (Block D-Courtyard): Private Use	1		Is	\$ 602,725.00	\$ 602,725.00
	Parkland Set-aside Value Multi-family (Block E-Courtyard North): Private Use	1		Is	\$ 404,950.00	\$ 404,950.00
	Parkland Set-aside Value Multi-family (Block E-Courtyard South): Private Use	1		Is	\$ 543,540.00	\$ 543,540.00
	Parkland Set-aside Value Multi-family (Block F-Courtyard): Private Use	1		Is	\$ 803,275.00	\$ 803,275.00
	Parkland Set-aside Value Multi-family (Block G-Courtyard): Private Use	1		Is	\$ 240,000.00	\$ 240,000.00
	Parkland Set-aside Value (Park): Private Use	1		Is	\$ 1,645,000.00	\$ 1,645,000.00
	Total Private Park (Private Use) Construction Cost (Before % Offset Applied):					\$ 8,258,465.00
	Total Private Park (Private Use) Construction Cost (After % Offset Applied):		50%			\$ 4,129,232.50
Private Parkland Set-aside Offset Summary						
	Total Parkland Impact Fee via Fee/Dedication/Construction/Offset:					\$ 6,989,696.00
	Total Private Parkland Set-aside Offset Value:					\$ -
	Total Private Park Construction Offset Cost					\$ 4,129,232.50
	Total Parkland Offset in Lieu of Payment Requested:					\$ 4,129,232.50
	Total Parkland Impact Fee Balance Paid by Developer (After Offset Reimbursement):					\$ 2,860,463.50
NOTE: The EWD Parkland Dedication Calculations were developed based upon the following key assumptions:						
1. Phasing of Parkland Improvements will follow the anticipated development phasing.						
2. 1,747,424 (25% of the overall impact fee) shall be paid at Final Plat. The remainder \$5,242,272 shall be prorated per each future phase and paid at Building Permit.						
3. Total Parkland Impact Fee required may vary based on actual units developed.						

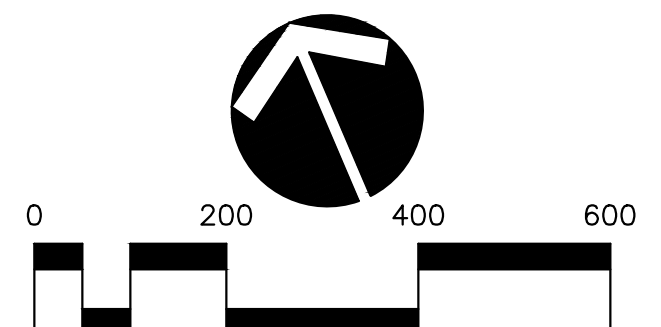


CITY OF FRANKLIN # _____

EAST WORKS DISTRICT

FOR
MarketStreet™
ENTERPRISES

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE



NOTE:
BEARINGS SHOWN HEREON ARE
BASED ON THE TENNESSEE STATE
PLANE COORDINATE SYSTEM, ZONE
5301, FIPZONE 4100; NAD 83 DATUM.

JOB NO.	12067	WK. ORDER	0362
DESIGNED:	S. BERNICK		
DRAWN:	B. SHRUM		
SCALE:	1"=60'		
DATE:	MARCH 30, 2020		
REVISIONS			

PARKLAND DEDICATION

C7.1



File #: 20-0754

DATE: May 19, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of DRAFT COF Contract No. 2020-0135, East Works District Road Impact Offset Agreement Between The City of Franklin and MarketStreet Management, LLC.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2020-0135.

BACKGROUND/STAFF COMMENTS:

As part of the East Works District PUD Subdivision Development Plan submittal, the Developer submitted a Traffic Impact Analysis that concluded the following offsite improvements were needed to maintain adequate levels of service in the study area:

Carothers Parkway & Bakers Bridge Avenue

- Add an additional eastbound left turn lane with 250 feet of storage.
- Pull back the medians on the north and south approaches to allow eastbound and westbound left turns to operate simultaneously (remove split phase).
- In order for the split phase to be removed, it is also expected that the westbound approach will need to be modified so that the left turns utilize the center median.
- Add a southbound right turn lane with 200 feet of storage. **Note:** an additional improvement is needed if the Market Exchange connection is NOT made since the LOS would worsen to a LOS F. This report recommends the southbound right turn lane. However, should the developer and/or City later agree that an additional northbound left turn lane is more desirable, this improvement could be substituted for the southbound left turn lane.

Carothers Parkway & Main East Work District Access/Mayfield Drive.

- Design as shown on current site plan. The Eastbound approach will include two left turn lanes and a shared through/right turn lane.
- Remove split phase from this intersection.

Carothers Parkway & Cool Springs Boulevard

- Triple northbound left turn lanes with 250 feet of storage. **This triple left turn lane will function as an outside**

lane that will be dedicated for I-65 northbound on ramp; the middle lane will be Cool Springs Boulevard westbound or I-65 northbound on ramp; the inside lane will be Cool Springs Boulevard westbound only.

- Add a dedicated northbound right turn lane with 150 feet of storage.
- Add a dedicated right-turn lane with 250 feet of storage and restripe to include a westbound shared through/right-turn lane.
- Add an additional eastbound right turn lane for dual right turn lanes with 300 feet of storage.

Cool Springs Boulevard and I-65 NB On Ramp

- Add an additional dedicated westbound right turn lane. This lane will begin as an additional westbound receiving lane from Carothers Parkway and will function as the dedicated westbound right turn lane onto the I-65 northbound on ramp.
- Signalize westbound right turns onto I-65 northbound on ramp.
- The I-65 NB On Ramps will be moved to the west about 150 feet. The 300 feet of storage for the eastbound left turn lanes onto the I-65 northbound on ramp should be maintained.

Cool Springs Boulevard and I-65 SB On Ramp

- Add an additional dedicated westbound left turn lane onto the I-65 southbound on ramp with 500' of storage.

FINANCIAL IMPACT:

ELIGIBLE ARTERIAL ROAD IMPACT FEE REIMBURSEMENT. The total eligible costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above arterial roadway Improvements is Six Million Three Hundred Eighty Nine Thousand One Hundred Ninety Seven and No/100 Dollars (\$6,389,197.00) for the Development Project and the total reimbursement to the Developer is estimated to be Six Million Three Hundred Eighty Nine Thousand One Hundred Ninety Seven and No/100 Dollars (\$6,389,197.00). At no time shall reimbursement exceed the arterial impact fees collected as part of the Development Project. In the event that the eligible costs exceed the above amounts, the Developer may submit such costs to the City for review and potential increase of the reimbursement by amendment to this Agreement. The Board of Mayor and Aldermen shall approve or deny any amendments to this contract.

ELIGIBLE COLLECTOR ROAD IMPACT FEE REIMBURSEMENT. The total eligible costs of design, right-of-way acquisition, easements acquisition, permits, and construction of the above collector roadway Improvements is One Million and No/100 Dollars (\$1,000,000.00) for the Development Project and the total reimbursement to the Developer is One Million and No/100 Dollars (\$1,000,000.00). At no time shall reimbursement exceed the collector impact fees collected as part of the Development Project. In the event that the eligible costs exceed the above amounts, the Developer may submit such costs to the City for review and potential increase of the reimbursement by amendment to this Agreement. The Board of Mayor and Aldermen shall approve or deny any amendments to this contract.

RECOMMENDATION:

Staff recommends approval of Contract No. COF 2020-0135 to the Board of Mayor and Alderman.

ROAD IMPACT FEE REIMBURSEMENT AGREEMENT
COF CONTRACT NO. 2020-0135

This agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and MarketStreet Management, LLC, ("Developer"), on this the ____ day of _____, 20__, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code ("FMC").

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission East Works District PUD Subdivision, Development Plan COF Project # 7239 for approval (the "Development Project"); and

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

WHEREAS, the Improvements required as part of the Development Project are identified in the City's Major Thoroughfare Plan, Connect Franklin; and East Works District Traffic Impact Analysis, dated _____

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

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

- 1. PURPOSE.** The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the provision of reimbursement of collector and arterial road impact fees pursuant to the FMC.
- 2. TERM.** This Agreement shall become effective on the date it is fully executed and shall continue until the parties have fully fulfilled their obligations provided hereunder or until the agreement is terminated as provided herein. Understanding the large financial investment each party is making, this Agreement shall only be terminated for convenience upon written agreement of the parties.
- 3. PROJECT.** The Developer has submitted reliable information related to the costs of construction of the following Improvements:

Carothers Parkway & Bakers Bridge Avenue

- Add an additional eastbound left turn lane with 250 feet of storage
- Pull back the medians on the north and south approaches to allow eastbound and westbound left turns to operate simultaneously (remove split phase)
- In order for the split phase to be removed, it is also expected that the westbound approach will need to be modified so that the left turns utilize the center median.
- Add a southbound right turn lane with 200 feet of storage
Note: an additional improvement is needed if the Market Exchange connection is NOT made since the LOS would worsen to a LOS F. This report recommends the southbound right turn lane. However, should the developer and/or City later agree that an additional northbound

left turn lane is more desirable, this improvement could be substituted for the southbound left turn lane.

Carothers Parkway & Main East Work District Access/Mayfield Drive

- Design as shown on current site plan - eastbound approach will include two left turn lanes and a shared through/right turn lane
- Remove split phase from this intersection

Carothers Parkway & Cool Springs Boulevard

- Triple northbound left turn lanes with 250 feet of storage
- This triple left turn lane will function as: outside lane will be dedicated for I-65 northbound on ramp; the middle lane will be Cool Springs Boulevard westbound or I-65 northbound on ramp; the inside lane will be Cool Springs Boulevard westbound only
- Add a dedicated northbound right turn lane with 150 feet of storage
- Add a dedicated right-turn lane with 250 feet of storage and restripe to include a westbound shared through/right-turn lane
- Add an additional eastbound right turn lane for dual right turn lanes with 300 feet of storage

Cool Springs Boulevard and I-65 NB On Ramp

- Add an additional dedicated westbound right turn lane
- This lane will begin as an additional westbound receiving lane from Carothers Parkway and will function as the dedicated westbound right turn lane onto the I-65 northbound on ramp
- Signalize westbound right turns onto I-65 northbound on ramp
- The I-65 NB On Ramps will be moved to the west about 150 feet
 - The 300 feet of storage for the eastbound left turn lanes onto the I-65 northbound on ramp should be maintained

Cool Springs Boulevard and I-65 SB On Ramp

- Add an additional dedicated westbound left turn lane onto the I-65 southbound on ramp with 500' of storage

4. ELIGIBLE ARTERIAL ROAD IMPACT FEE REIMBURSEMENT. The total eligible costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above arterial roadway Improvements is **XXXXXXXX Six Million Three Hundred Eighty Nine Thousand One Hundred Ninety Seven and No/100 Dollars (\$X,XXX6,389,197.00)** for the Development Project and the total reimbursement to the Developer is estimated to be **Six Million Three Hundred Eighty Nine Thousand One Hundred Ninety SevenXXXXXXXX and No/100 Dollars (\$X,XXX.XX6,389,197.00)**. At no time shall reimbursement exceed the arterial impact fees collected as part of the Development Project. In the event that the eligible costs exceed the above amounts, the Developer may submit such costs to the City for review and potential increase of the reimbursement by amendment to this Agreement. The Board of Mayor an Aldermen shall approve or deny any amendments to this contract.

5. ELIGIBLE COLLECTOR ROAD IMPACT FEE REIMBURSEMENT. The total eligible costs of design, right-of-way acquisition, easements acquisition, permits, and construction of the above collector roadway Improvements is **XXXXXXXX One Million and No/100 Dollars (\$X,XXX1,000,000.00)** for the Development Project and the total reimbursement to the Developer is **XXXXXXXX One Million and No/100 Dollars**

~~(\$X,XXX1,000,000.00)~~. At no time shall reimbursement exceed the collector impact fees collected as part of the Development Project. In the event that the eligible costs exceed the above amounts, the Developer may submit such costs to the City for review and potential increase of the reimbursement by amendment to this Agreement. The Board of Mayor an Aldermen shall approve or deny any amendments to this contract.

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

7. APPROVAL OF CONSTRUCTION DOCUMENTS. Prior to starting right-of-way acquisition, easement acquisition, and construction, the Developer shall submit construction documents to the City Engineer for review and approval, such review and approval to be completed within a reasonable period commensurate with review of other similar projects. The Developer agrees that failure to obtain approval from the City Engineer may result in loss of City reimbursement as determined by the City Engineer.

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

9. ON-SITE RIGHT-OF-WAY AND EASEMENT DEDICATION. The reimbursement value of on-site right-of-way shall be based on the fair market value of the land at the date of application for the development approval for which the condition of dedication was imposed. The value of right-of-way is hereby established as ~~\$XX-XX30.00~~ **per SF**, and all other necessary temporary slope, temporary construction, access easements, and utility easements shall be dedicated at no cost to the City.

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

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

11. Reimbursement and Final Acceptance.

- a. The Developer may submit periodic invoices to the City during the course of design, right-of-way acquisition, easement acquisition, permitting and construction (not more frequently than every 90 days), which invoices shall be payable within 30 days after approval by the Road Impact Fee Administrator (City Engineer), subject to collected impact fees as specified within this Agreement.

- b. No reimbursement on Construction shall be allowed until all right-of-way and easements have been properly deeded to the City and/or State and recorded at the Williamson County Register of Deeds.
- c. Invoices shall include copies of approved contracts and invoices associated with the roadway Improvements, partial lien waivers for all contracts and copies of checks to show proof of payment. The Developer shall submit invoices based on the latest approved City forms as required by the Road Impact Fee Administrator (City Engineer).
- d. Prior to final reimbursement and City acceptance of off-site Improvements, the Developer shall coordinate final inspections with the City and obtain letters of acceptance from the Street Department or City Engineer.
- e. The following costs are specifically excluded from reimbursement: fiscal cost, including interest of money borrowed to finance the construction, cost for utility relocations, ~~landscaping, turn lanes,~~ internal management fees and turn lanes / signal improvements that benefit solely the development and not the arterial and/or collector roadway.

12. INDEMNIFICATION.

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

13. MISCELLANEOUS.

- a. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.
- b. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and

obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- c. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual parties shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- d. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.
- e. Assignment. The rights and obligations of this Agreement are not assignable without prior written consent of the City; provided, however, that the City will consent to any party that becomes a successor in ownership or development of the Project to Developer.
- f. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- g. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

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

Approved by the Franklin Board of Mayor and Aldermen on _____, 20__.

WITNESS our hands on the dates as indicated.

DEVELOPER

MarketStreet Management, LLC

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)

)

COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged

_____ self to be _____ (or other officer authorized to execute the instrument) of _____, the within named bargainor, a _____, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____
DR. KEN MOORE
Mayor

Date: _____

By: _____
ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

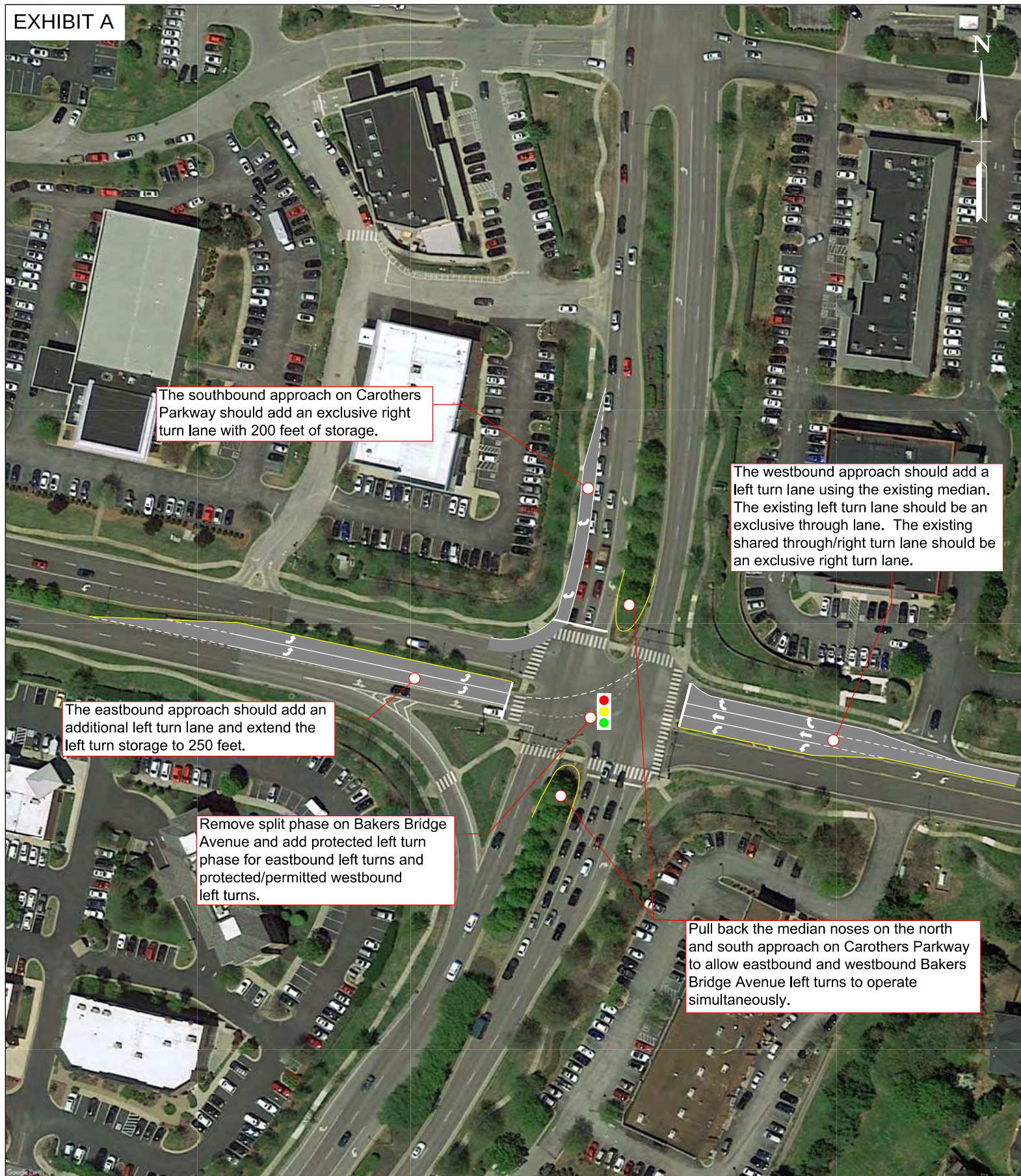
Before me, the undersigned Notary Public of said County and State, personally appeared DR. KEN MOORE and ERIC S. STUCKEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

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

Notary Public
My Commission Expires: _____

Approved as to form by:

Shauna R. Billingsley, City Attorney





302 Innovation Drive, Suite 100
Franklin, TN 37067
Telephone: 615.656.1845
www.volkert.com

**Figure 9C.
Carothers Pkwy and
Cool Springs Blvd
Improvements**

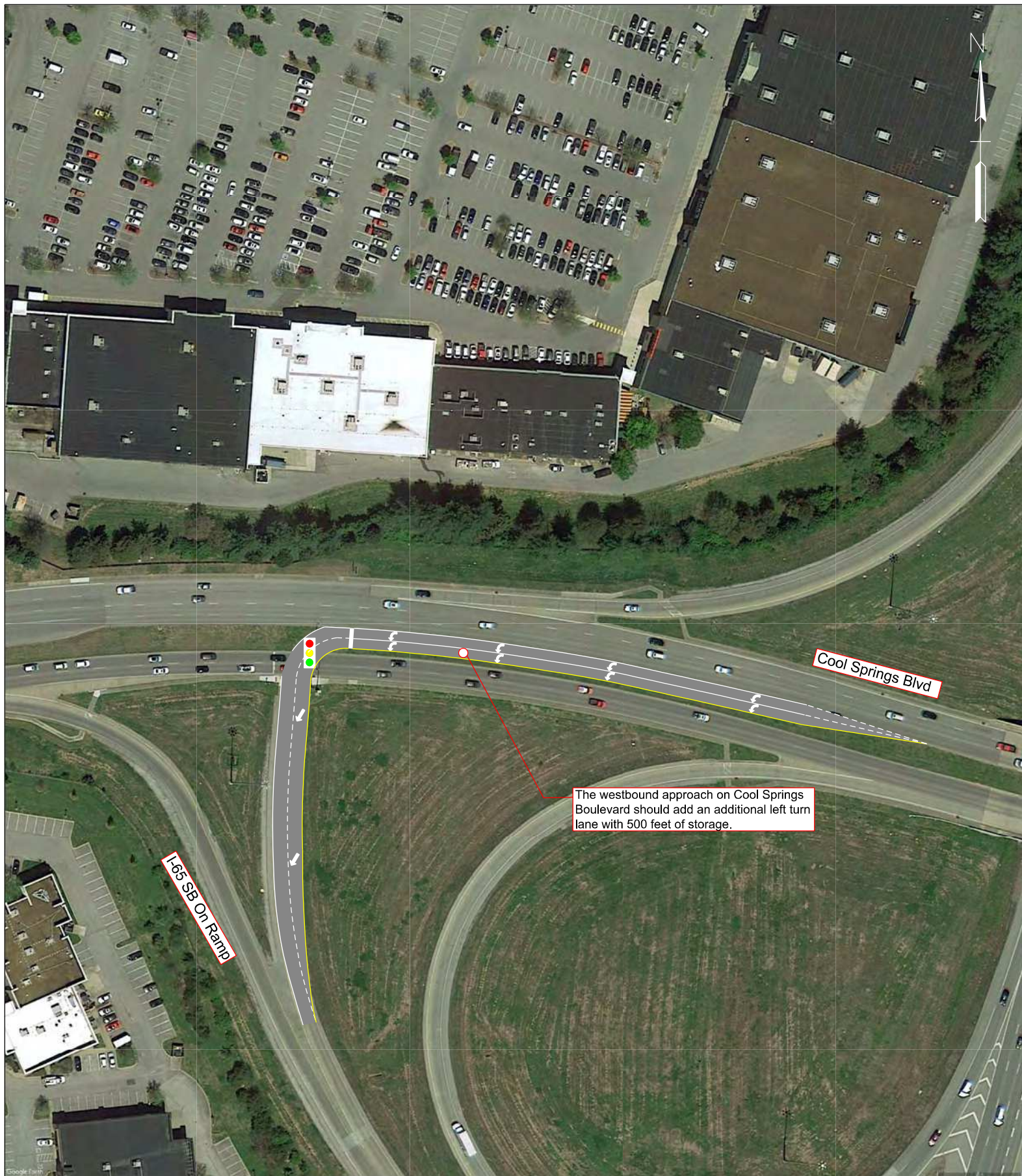
NOT TO SCALE



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 Franklin, TN 37067
 Telephone: 615.656.1845
www.volkert.com

**Figure 9D.
 Cool Springs Blvd
 and I-65 NB
 Improvements**

NOT TO SCALE
 Page 187 of 240





File #: 20-0729

DATE: May 12, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Kevin Townsel, Director of Human Resources
Sara Sylvis, Benefits Manager

SUBJECT:

*Consideration Of Resolution 2020-80, A Resolution To Award Third-Party Administrator Services COF Contract No. 2020-0120 For City Of Franklin Self-Insured Workers Compensation Program To PMA Management Group.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning awarding third-party administrator (TPA) services COF Contract No. 2020-0120 for City of Franklin self-insured workers compensation program to PMA Management Group.

BACKGROUND/STAFF COMMENTS:

The City of Franklin has had a few different workers compensation programs over the past several years. With our prior insurance carrier, we ranged from fully insured to a hybrid self-insurance program. With our current insurance carrier, we've maintained a large deductible workers compensation program since 2012. The City of Franklin would like to start a self-insured workers compensation program effective July 1, 2020 because the City has experienced consistent, steady and lower claims experience, which could translate into significant savings for the City. It's important that in order to become self-insured, that injured employees still have access to quality medical care and excellent claim service. During the Request For Proposal (RFP) process for risk insurance, it was determined that PMA Management Group would offer the City the best fit in terms of claims management and cost to the City.

FINANCIAL IMPACT:

The financial impact of selecting PMA Management Group will fluctuate year to year and is dependent on our claim volume and claim severity. PMA Management Group will manage our claims, including paying medical providers, for an administrative fee. The amount that is listed in the resolution is based on an average of the City's seven year claim history.

RECOMMENDATION:

Staff recommends awarding third-party administrator (TPA) services COF Contract No. 2020-0120 for City of Franklin self-insured workers compensation program to PMA Management Group.

RESOLUTION 2020-80

A RESOLUTION TO AWARD THIRD-PARTY ADMINISTRATOR SERVICES CONTRACT 2020-0120 FOR CITY OF FRANKLIN SELF-INSURED WORKERS COMPENSATION PROGRAM TO PMA MANAGEMENT GROUP.

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee desires to move toward the most effective administration of City business.

WHEREAS, on January 31, 2020, the City of Franklin released solicitation no. 2020-013 requesting proposals for liability, property, and workers compensation insurance products and services that included an option for the City to choose a third-party administrator to manage our future workers compensation claims; and

WHEREAS, after careful review of proposals submitted from RFP process, City Staff recommends the award of the contract (COF Contract No. 2020-0120) for third-party administrator services for our self-insured workers compensation program to PMA Management Group.; and

NOW THEREFORE, BE IT RESOLVED, approval is granted to award the contract (COF Contract No. 2020-0120) third-party administrator services in the amount of sixty-three thousand two hundred six and 00/100 dollars (\$63,206). The City Administrator and City Attorney shall have authority to finalize the contract documents and the City Administrator as authority to execute the contract upon finalization.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

Approved As To Form:

Shauna R. Billingsley
City Attorney

AGREEMENT FOR THIRD PARTY CLAIM ADMINISTRATIVE SERVICES

THIS IS AN AGREEMENT for third party claim administrative services (“**TPA services**”) made as of the ___ day of July, 2020, by and between PMA Management Corp. (“**PMA**”), a corporation duly incorporated under the laws of the Commonwealth of Pennsylvania, whose principal offices are located at 380 Sentry Parkway, Blue Bell, PA 19422 and City of Franklin, Tennessee (“**Client**”), a political subdivision of the State of Tennessee, whose principal address is 109 3rd Avenue South, Franklin, TN 37064.

RECITALS

CLIENT is authorized by the State of Tennessee to self-insure its workers’ compensation program;

PMA, a duly authorized provider of third party administrator (“**TPA**”) services in the State of Tennessee, hereby agrees to provide Client TPA and other services which are more fully described herein; and

CLIENT, having selected PMA to provide TPA and other services, desires to enter into an agreement with PMA on the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. DEFINITIONS

- a) “**ALAE**” shall mean any cost or expense in connection with the administration, investigation, adjustment or defense of claims on behalf of Client.
- b) “**Claim File**” shall mean the file, either electronic or paper, for any open or closed claim which is provided to PMA at the inception of this Agreement or created during this Agreement.
- c) “**Discretionary Authority Limit**” shall mean the maximum amount PMA is authorized to pay on Client’s behalf on any Qualified Claim without first obtaining prior approval from Client.
- d) “**Indemnity Claim**” shall mean any reported workers’ compensation claim that is not a Medical Only Claim or Record Only Claim.
- e) “**Medical Manager**” shall mean a nurse who provides either on-site or telephonic medical management services in connection with workers’ compensation claims.
- f) “**Medical Only Claim**” shall mean any reported workers’ compensation claim meeting all of the following criteria: (1) there is no (a) subrogation activity, (b) litigation activity, or (c) indemnity paid; and (2) total paid in medical expenses does not exceed \$3,500.
- g) “**Qualified Claim**” shall mean any Indemnity Claim, Medical Only Claim, or Record Only Claim occurring within the term of this Agreement that PMA agrees to service under this Agreement.

- h) **“Record Only Claim”** shall mean any incident reported for statistical purposes only, with no reserve, no investigation, and no adjuster involvement.

2. **TERM**

This Agreement is effective beginning July 1, 2020 (**“Effective Date”**) for a term of three years until June 31, 2023. PMA and Client may agree to extend the term of the Agreement for two additional one year extension options. If any option is agreed, PMA may increase its fees hereunder by three percent of the fees in effect at the end of the immediately preceding term.

3. **TPA SERVICES**

- a) PMA shall provide customary and appropriate workers’ compensation claim handling services for all Qualified Claims. Specifically, with regard to:
- i. Indemnity Claims - PMA will provide the services required to make a determination regarding compensability, make reserve recommendations to the Client, pay the appropriate level of indemnity benefits and medical bills and expenses as provided in this Agreement, and under appropriate circumstances, attempt to resolve the claim.
 - ii. Medical Only Claims - PMA services will consist of the payment of medical bills and expenses as provided in this Agreement and making reserve recommendations to the Client.
 - iii. Record Only Claims - PMA services will consist only of making a record of the injury or accident.
- b) PMA shall provide claim handling services for Qualified Claims from the date of first report of injury or first notice of claim for the term of this Agreement.
- c) PMA shall file all required forms in the adjustment of Qualified Claims pursuant to the applicable workers’ compensation statutory and regulatory scheme.
- d) PMA agrees to review and seek approval from Client with respect to a recommended course of action regarding a Qualified Claim valued in excess of the Discretionary Authority Limit.

4. **EXCESS REPORTING SERVICES**

- a) PMA will report to Client’s excess insurance carrier or carriers (**“Carrier(s)”**) all Qualified Claims serviced by PMA which meet Client’s excess insurance reporting requirements, subject to the following requirements:
- i. Client shall promptly provide PMA with copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed by the Client and Carrier(s).
 - ii. Client shall direct Carrier(s) to promptly provide PMA with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to Client.

- iii. Client shall promptly provide claim data for conversion to PMA's computer system for purposes of determining historical loss information.
- iv. Client shall instruct its attorneys to advise PMA when in the attorney's professional opinion one of Client's claims meets the reporting thresholds or standards.

PMA will attempt to collect non-aggregate excess claim recoveries on behalf of the Client for a period of 60 days (from the date of the initial request), after which PMA will turn over pursuit of the outstanding balance to the Client for the reimbursable funds, and possess no further collection obligations or responsibilities for that outstanding balance.

- b) Client's failure to meet the requirements set forth above shall relieve PMA of its obligation to report excess claims to Carrier(s). PMA shall not be obligated to report any claims not serviced by PMA.

5. MANAGED CARE SERVICES

- a) Client agrees to exclusively utilize the following PMA managed care services:

- i. PMA's medical bill review and repricing services, which may include but are not limited to:

- 1. reviewing medical documents for appropriateness, relatedness to the injury or accident, unbundling, and conformity to applicable fee schedule or usual and customary re-pricing; and
- 2. utilizing PMA's complex bill review process to review certain medical bills for possible additional savings.

- ii. PMA's managed care networks which include:

- 1. traditional networks (e.g. physicians and medical facilities);
- 2. specialty networks (e.g. providers of durable medical equipment, diagnostic testing, physical therapy, pain management, home health, and dental services); and
- 3. out-of-network services from PMA and third party vendors.

- iii. PMA's pharmacy benefit management program (e.g. bill repricing, home-delivery, brand-to-generic conversion, customized formularies, narcotic management, drug utilization review).

- iv. Utilization of telephonic nurse case management services when any of the following criteria are met:

- 1. loss of bone or loss of soft tissue requiring surgical intervention;
- 2. spinal cord injury;
- 3. inpatient surgical procedures;
- 4. third degree burns;

5. multiple complex fractures;
6. crush injuries requiring poor initial medical outcome;
7. head injuries with cognitive impairment or loss of consciousness;
8. immediate post-injury hospital admission;
9. multiple trauma; or
10. adjuster identified assignments.

Continued telephonic case management will proceed at the discretion of PMA.

- b) PMA shall also provide the Medicare related services set forth in Exhibit A to this Agreement.
- c) Upon request, PMA's Medical Managers will provide on-site and telephonic medical management (e.g. coordinating care and disability management), Point of Sale Program, and PMA Care 24 services. PMA may also retain third party vendors for the purpose of providing specific medical management services.
- d) PMA Utilization Review services for evaluation of reasonableness, necessity, duration, and frequency of treatment or medication. These services may include, but are not limited to the following:
 - i. Prospective Review - a review prior to treatment or admission conducted by an experienced registered nurse to validate the necessity, frequency and duration of treatment.
 - ii. Concurrent Review - a review during the course of treatment conducted by an experienced registered nurse to evaluate treatment and planned procedures and establish target completion dates.
 - iii. Retrospective Utilization Review- a review after the completion of treatment conducted by an experienced registered nurse to identify inappropriate treatment utilization.
 - iv. Peer Review or Physician Advisor Review - physician-to-physician review and contact to resolve questions related to treatment and diagnosis.
- e) Prospective and Concurrent Utilization Review services may also include the use of physician advisor review such as for cases that are complicated and warrant physician review to resolve treatment or diagnosis questions.

6. RISK CONTROL SERVICES

- a) Upon request, PMA will:
 - i. perform a risk management assessment;
 - ii. prepare a more detailed analysis of specific risk-related issues, or prepare custom risk control strategies and implementation plans;
 - iii. provide the following risk control services: industrial hygiene assessment, ergonomic risk assessment, and consultation services (e.g. strategic risk control plan facilitation,

and employee communication initiatives, as well as management, supervisor and employee development programs and occupational health service programs);

- iv. create and administer a specific risk control service project mutually agreed upon with Client.
- b) Any risk control services provided are solely to assist Client in reducing Client's exposure to risk of loss. Evaluations concern only such conditions and practices as may be evident at the time of PMA's visits. **THE SERVICES PERFORMED UNDER THIS AGREEMENT BY PMA SHALL NOT BE CONSTRUED AS APPROVAL BY PMA OF CLIENT'S OPERATIONS, PROCESSES, SERVICES, PRODUCT DESIGN OR PRODUCT FUNCTION. THE PARTIES AGREE THAT, WHILE PMA WILL PERFORM RISK CONTROL SERVICES WITHIN INDUSTRY STANDARDS, NO GUARANTEES OR OTHER SIMILAR ASSURANCES CAN BE MADE BY PMA THAT IT HAS DISCOVERED ALL OF CLIENT'S PAST, CURRENT, OR FUTURE RISKS OR HAZARDS. THE PARTIES FURTHER AGREE THAT BY PROVIDING THE SERVICES SPECIFIED HEREUNDER, PMA IS NOT MAKING ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF CLIENT'S PRODUCTS OR PROCESSES FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER WARRANTY, AND ANY LIABILITY OF PMA, ITS AFFILIATES OR AGENTS, FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FROM ANY CAUSE WHATSOEVER, IS EXPRESSLY DISCLAIMED, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.** This Section 6 supercedes Section 10 (Warranties/Limitation of Liability/Waiver) of Client's Standard Procurement Terms and Conditions.

7. RISK MANAGEMENT INFORMATION SYSTEM ("RMIS")

- a) PMA will provide the following RMIS services:
 - i. upon request, a conversion of Client's existing claims data into PMA's claim system. A standard conversion shall be from one electronic source and a customized conversion shall be from two or more sources;
 - ii. access to PMA's RMIS for up to three users, provided Client agrees to the terms and conditions of the License Agreement when first accessing PMA's RMIS;
 - iii. standard reports available through PMA's RMIS;
 - iv. customized reporting reasonably acceptable to PMA, subject to additional terms, conditions and fees as may be agreed upon by the parties. PMA will provide a reasonable estimate of the costs of preparation of any such reports to Client in advance.
- b) PMA warrants PMA's RMIS against malfunctions, errors, or loss of data which are due solely to errors on its part. If Client notifies PMA in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:

- i. in the event of a malfunction, error or loss of data, upon notice from Client within 20 days of the event, PMA will recreate the reports designated by Client without an additional fee, using data as of the recreation date.
 - ii. the maximum and only liability of PMA for such malfunction, error or loss of data shall be its obligation to recreate reports or regenerate data as described above.
- c) **THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PMA BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS, OR GOODWILL OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.** This Section 7 supercedes Section 10 (Warranties/Limitation of Liability/Waiver) of Client's Standard Procurement Terms and Conditions.
- d) **Obligations of Client regarding use of PMA's RMIS:**
 - i. Client shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may appear in PMA's RMIS. Client agrees to use all available security features and to notify PMA promptly of all potential and actual breaches of the system.
 - ii. Client agrees that no information in PMA's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.
- e) **General Provisions regarding PMA'S RMIS:**
 - i. Client agrees to limit access to PMA's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords and communications, except that this provision is not intended to limit Client from generating and using reports and statistics for legitimate business purposes.
 - ii. Unless otherwise stated, Client's access to PMA's RMIS will end upon termination of the Agreement.

8. LITIGATION SUPPORT SERVICES

- a) In the event a Qualified Claim managed by PMA pursuant to this Agreement: (x) enters into litigation; or (y) is scheduled for a workers' compensation hearing; or (z) involves a potential third-party (subrogation) claim (collectively, (x), (y) and (z), "**Disputed Claim**"), PMA will:
 - i. make recommendations to Client regarding legal matters;

- ii. assist Client in the retention and appointment of counsel selected by Client to represent Client in and regarding such legal matters, and assist Client in the selection of expert witnesses and vendors;
 - iii. pursue all appropriate subrogation/contribution claims as directed by Client.
- b) If requested by Client, PMA will manage Disputed Claims in accordance with PMA's Defense Counsel Guidelines.
- c) PMA will make settlement recommendations to Client, but the final decision regarding the disposition of any Disputed Claim will be made solely by Client.

9. SECTION 111 REPORTING

- a) Client understands and acknowledges that it is a Responsible Reporting Entity ("RRE") as defined by the Centers for Medicare and Medicaid Services ("CMS"), and is responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
- b) Client authorizes PMA to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's Qualified Claims. Client further agrees to fully cooperate with PMA, including the execution of any documents necessary for such authorization.
 - i. PMA shall not provide any Section 111 reporting services for Client's Record Only Claims.
 - ii. PMA shall not undertake Section 111 reporting activities for Client's claims which were converted from Client's prior TPA to PMA but were never serviced by PMA.
- c) Client acknowledges and agrees to provide PMA with complete, accurate, and timely data, as well as completed CMS documentation, for Section 111 reporting purposes.
- d) Upon receipt of complete, accurate claim data, PMA shall commence reporting of Client's data to CMS, and shall continue for as long as PMA provides claims handling services for Client's Qualified Claims.
- e) PMA shall have no liability for any failure of (i) Client to register as a RRE; (ii) Client to execute any documents necessary to authorize PMA as its Account Manager/Reporting Agent; or (iii) Client or its prior TPA to report Client's claims when they were first required to do so.

10. FUNDING of CLAIMS and EXPENSES

PMA will establish a non-interest bearing checking account in PMA's name ("**Payment Account**") with PMA's bank, which is to be funded by Client but which PMA will administer for the purposes of paying Qualified Claims and ALAE, in accordance with the procedures set forth in this Section. PMA will provide Client with a monthly schedule ("**Payment Register**") outlining all claim payments, ALAE, and correction items funded by PMA and will contain the name of the payee, date of payment, amount of payment, and claim number for all transactions occurring during the prior month.

- a) PMA will automatically withdraw funds from Client's account at Client's bank through the Automated Clearing House System ("**ACH Debit**") for deposit to the Payment Account. ACH Debit activities will occur on a daily basis. Client acknowledges that it has signed an Authorization to Access Account Form prior to the inception of PMA's services. The amount of the automatic withdrawal shall equal the total amount of payments made during that business day. Client shall not be required to maintain a minimum balance in the Payment Account.
- b) Should Client fail at any time to maintain the required funding after receiving notification from PMA, PMA will stop providing services, including ceasing to pay claims and expenses, until such funding has been restored and any related PMA bank charges, fees, or penalties have been paid by Client.
- c) PMA is not obligated to pay any claims or expenses on behalf of Client unless the required funds are made available by Client to PMA to do so. Should PMA advance funding on the part of Client, then Client shall immediately reimburse PMA or PMA will stop providing services, including ceasing to pay claims and expenses, until full reimbursement has been received and any related PMA bank charges, fees, or penalties have been paid by Client.
- d) This Section of the Agreement shall survive the termination of the Agreement.

11. CLAIM HANDLING SERVICE FEE

- a) For claims handling services to be rendered under this Agreement, Client shall pay PMA an annual estimated fee, based upon the projected number of new claims to be serviced by PMA during the term of this Agreement. The annual estimated fee due to PMA is \$38,350, to be paid in 12 equal installments of \$3,196. Client shall pay the initial installment at the inception of each year of this Agreement and subsequent installments monthly thereafter.
 - i. At the end of each term year of this Agreement, PMA shall calculate for that year the actual fees for services based upon the number of claims multiplied by the following per claim fees:
 - 1. \$1,375 for each Lost Time Claim;
 - 2. \$225 for each Medical Only Claim; and
 - 3. \$25 for each Record Only Claim.
- b) If PMA determines that the annual estimated fee paid by Client is less than the calculated actual fee incurred by Client, then PMA shall issue an invoice to reflect the amount due and owing by Client. If PMA determines that the annual estimated fee paid by Client is greater than the calculated actual fees incurred by Client, then PMA shall return the overpayment to Client.
- c) PMA will bill Client for claim handling services to be rendered on a monthly basis, along with any other fees (hereinafter identified) which shall be paid in full at inception of this Agreement. Client will pay such bills within 30 days after receipt. If bills are not paid within 30 days after receipt, PMA reserves the right to charge Client interest at an annual rate of 12% on all overdue payments, and to stop providing services, including ceasing to pay claims and

expenses, until such bills and interest have been paid in full.

12. OTHER FEES

As compensation for the TPA services provided in this Agreement, Client agrees to pay PMA the fees identified in the Fee Schedule attached to this Agreement as Exhibit A and incorporated into this Agreement by reference as an integral part of this Agreement. The fees set forth in Exhibit A may be subject to change if new arrangements are made by PMA and its third party vendors.

13. CONFIDENTIALITY

- a) The parties acknowledge and agree that information emanating from either party's business in any form may be confidential and proprietary in nature. Each party will use its reasonable best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such confidential and proprietary information to any third party, unless such duplication or disclosure is specifically authorized under this Agreement or otherwise by the party claiming ownership. In addition, the parties agree that information contained in a Claim File or PMA's RMIS or otherwise provided in the context of this relationship shall be considered confidential and proprietary, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such information unless:
 - i. compelled by an order of a court of competent jurisdiction;
 - ii. mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation to provide information to the claimant or other person; or
 - iii. mandated by applicable court discovery rules.
- b) If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such discovery requests.
- c) Each party agrees that the information contained within PMA's RMIS must be treated in a confidential manner by all users who may gain authorized access to PMA's RMIS.
- d) Client agrees PMA (or its representative) may de-identify and thereafter utilize Client's information for benchmarking and related purposes.
- e) This Section of the Agreement shall survive the termination of the Agreement.

14. NATURE of RELATIONSHIP

- a) PMA agrees to perform the services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over PMA, its employees or agents, or over the detail, manner or methods of the performance of the services described herein.
- b) PMA may, in its sole discretion, retain third party vendors to provide any or all services. All vendors may be required to meet requirements determined by PMA, including but not limited

to, appropriate licensure, adequate insurance coverage (including cybersecurity), and meeting standards for protecting confidential information. Client shall hold PMA harmless from utilization of third party vendors as instructed by Client, which do not meet requirements determined by PMA. PMA may charge a fee to Client for utilizing third party vendors that is different than the itemized charge to PMA.

15. TERMINATION

- a) This Agreement may be terminated upon 90 days advance written notice by either party with or without cause.
- b) This Agreement may be terminated:
 - iv. by mutual agreement of the parties;
 - v. by PMA if Client is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite claim funding levels as required herein and PMA has given Client prior written notice of such default five days prior to the date set for termination;
 - vi. by the non-breaching party if the other party breaches (other than a monetary breach) under any of the terms, covenants and conditions hereunder and the non-breaching party has given the breaching party prior written notice of such breach 20 days prior to the date set for termination and the breaching party has failed to cure such breach prior to the termination date;
 - vii. by one party if the other party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold by Sheriff's sale;
 - viii. by PMA or Client if PMA fails to obtain any required state or federal licensing for providing services hereunder; or
 - ix. by PMA or Client if any state regulatory entity fails to approve or subsequently disapproves or revokes the self-insured status of Client.
- c) This Agreement shall be deemed terminated upon its normal expiration.
- d) Upon termination of this Agreement, PMA will provide a final accounting of any amounts due either party. Client shall be responsible for payment of all fees incurred by PMA up to and including the date of termination. Upon final closing of the account, PMA shall return the Claim Files to Client in electronic form. PMA may at its option keep a copy of the Claim Files for PMA's records.
- e) Client and PMA acknowledge that certain approved indemnity, medical and expense payments may still be in process of payment upon the date of termination. Therefore Client agrees that Client will remain responsible for payment of any and all indemnity, medical and expense payments which may be processed by PMA for a Qualified Claim, which shall include, at a minimum, the maintenance of a claim funding mechanism for at least 45 days after the Agreement terminates. In addition, PMA shall return to Client any outstanding checks remaining unpaid after termination. PMA shall not be responsible for Client's escheat obligations with regard to issued but unrepresented checks either before or after the termination of this Agreement.

- f) PMA may utilize the Payment Account for any outstanding amounts owed by Client to PMA prior to returning unallocated funding to Client.
- g) This Section of the Agreement shall survive the termination of this Agreement. Nothing in this Section of the Agreement shall limit any other remedy that may be available to PMA.

16. INDEMNIFICATION, HOLD HARMLESS, and LIMITATION OF LIABILITY

- a) To the fullest extent permitted by law, PMA shall indemnify, defend and hold harmless Client, its affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from claims from third parties alleging negligence or willful misconduct of PMA, its officers, directors, employees or agents. However the parties agree that PMA, its directors, officers, agents or employees, will not be liable to Client or any third party for claims arising from PMA's performance under this Agreement in those cases where PMA acted at the request of or with the consent of Client.
- b) Client agrees that it will not hold PMA liable for, or reduce the compensation of PMA with respect to, any failure of PMA to deliver any services resulting from any failure to cooperate on the part of Client or the prior administrator.
- c) Promptly after the receipt by any party seeking indemnification under this section ("Indemnatee") of notice of the commencement of any action or the assertion of any claim against such Indemnatee by a third party, such Indemnatee shall give such indemnifying party written notice thereof. If the indemnifying party fails to defend or, after undertaking such defense, fails to prosecute or withdraws from such defense, the Indemnatee shall have the right to undertake the defense and settlement thereof at the indemnifying party's expense. If the indemnifying party is defending such action or claim, the Indemnatee may retain separate counsel at its sole cost and expense and may participate in the defense of such action or claim. An indemnifying party may only settle an action or claim with the consent of the Indemnatee, which consent shall not be unreasonably withheld or delayed. If the Indemnatee does not consent to a settlement proposed by the indemnifying party that includes a full release of Indemnatee from all claims at issue, the Indemnatee shall be responsible for any settlement, award, judgment or damages incurred above the settlement amount proposed by the indemnifying party, as well as all costs and expenses, including attorneys' fees, incurred in the defense of the claims from the date of the proposal.
- d) The indemnification provided in this section represents the sole remedy for actions or claims brought by third parties.
- e) Neither party shall be liable to the other party for punitive or consequential damages.
- f) Client agrees that PMA's total liability to Client under this Agreement shall not exceed the amount of claim handling fees billed and collected by PMA during the 3 year period immediately preceding the date Client first notifies PMA in writing of any potential action or claim. This limitation of liability shall not apply to contract or tort claims filed by Client against PMA.

- g) Any claim under this Agreement must be brought by the party within two years of the event forming the basis of the claim.
- i) This Section of the Agreement shall survive the termination of the Agreement.
- j) This Section 17 supercedes Sections 10 (Warranties/Limitation of Liability/Waiver) and 13 (Indemnification) of Client's Standard Procurement Terms and Conditions.

17. NOTICES

All notices required to be given by one party to the other under this Agreement will be in writing and will be sent by first class US mail, postage prepaid, or by nationally recognized overnight carrier and will be addressed as set forth below or to such other address as may be designated in writing by either party in accordance with the provisions of this Agreement and will be effective upon receipt.

For Client:	Katie Hilty and HR Director City of Franklin 109 3 rd Avenue South City Hall Franklin, TN 37064
With a copy to:	Shauna Billingsley, City Attorney City of Franklin 109 3 rd Avenue South Franklin, TN 37064
For PMA:	President PMA Management Corp. 380 Sentry Parkway Blue Bell, PA 19422
With a copy to:	General Counsel PMA Management Corp. 380 Sentry Parkway Blue Bell, PA 19422

18. NON SOLICITATION of PMA'S EMPLOYEES

Client agrees not to directly solicit for employment, either as an employee or an independent contractor, employees of PMA during the term of this Agreement or for a period of one year following its termination. The parties acknowledge the difficulty in determining a specific damage amount for breach of this section, therefore, as liquidated damages and not as a penalty, if Client breaches the terms of this section, Client shall pay PMA an amount equal to one year's base salary of each employee hired. This section of the Agreement shall survive the termination of the Agreement.

19. ASSIGNMENT

This Agreement is non-transferable to the successors or assigns of PMA unless the successor assumes the same obligations of PMA in writing. Such assignment shall be provided to the City within 15 days after the assignment.

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20. COOPERATION

- a) Client and its agents, representatives and employees will promptly report to PMA all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and to provide all necessary documents and materials to PMA, including but not limited to excess policies, which are necessary to provide the services hereunder.
- b) Each party and its agents will cooperate fully with the other party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular Qualified Claim. Upon prior notice from Client, all Claim Files will be open to Client's inspection at reasonable times, at the office of PMA. PMA may, at its own option within five business days of such request provide Client or Client's representative with limited access to PMA's RMIS for the purposes of reviewing Claim Files electronically.
- c) This Section of the Agreement shall survive the termination of the Agreement.

21. WARRANTIES and REPRESENTATIONS

- a) By affixing its authorized signature below, Client warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.
- b) By affixing its authorized signature below, PMA warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

22. MODIFICATION

PMA may seek to modify fees if: (i) PMA's fees and charges were based upon inaccurate or erroneous data, or Client's business changes materially in the nature or volume of business or claims from what was originally contemplated at the inception of the Agreement; or (ii) during the term of this Agreement, legislative and/or regulatory changes materially impact or change the scope of PMA's services or responsibilities. If the parties are unable to reach an agreement with regard to the modification, then either party may terminate this Agreement with 60 days written notice to the other party, with the current fee structure remaining in effect. PMA will continue to provide services for the 60 day notice period, after which PMA will return all Claim Files to Client and submit a final billing to Client.

23. MISCELLANEOUS

Governing Law; Jury Trial Waiver. This Agreement and all disputes relating in any way to this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its principles of conflicts of laws.

- a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.
- b) **No Waiver.** No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver

on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.

- c) **Standard of Care.** PMA shall discharge its obligations under this Agreement with commercially reasonable care, skill, prudence and diligence.
- d) **Force Majeure.** The obligations of either PMA or the Client under this Agreement will be suspended for the duration of any force majeure applicable to that party. The term “force majeure” means any cause not reasonably within the control of the party claiming suspension, including without limitation, an act of God, industrial disturbance, war, riot, weather related disaster, earthquake, and/or governmental action. Client’s obligation to fund its claims and expenses shall continue uninterrupted during this Agreement and shall not be subject to a force majeure event. The party claiming suspension pursuant to this section of the Agreement shall take all commercially reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.
- e) **Severability.** If any provision of this Agreement conflicts with the laws of the State of Tennessee, then the provision shall not be enforceable to the extent of such conflict. The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.
- f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute but one and the same Agreement.
- g) **Captions.** The captions and headings to the various Sections of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.
- h) **Ambiguities.** The parties agree that the terms and language of this Agreement are the result of detailed negotiations between the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided in light of its business purposes, without regard to events of authorship or negotiation.
- i) **Calculation of Time; No Time of the Essence.** All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day. Section 3 (Time of the Essence) of Client’s Standard Procurement Terms and Conditions is hereby deleted.
- j) **Amendment.** Except as otherwise set forth in this Agreement, this Agreement will not be amended except as mutually agreed in a writing signed by both parties.
- k) **Default.** Section 18 (Default) of Client’s Standard Procurement Terms and Conditions is hereby amended to add the words “to the extent it exceeds the contract price” at the end thereof.
- l) **Use of Client Name and/or Logo.** PMA, with Client’s approval, may utilize Client’s name and/or logo in promotional or marketing efforts.

24. COMPLIANCE WITH TENNESSEE REGULATIONS

It is agreed and understood by PMA and Client that the parties agree to, and will comply with, the provisions of Tenn. Comp. R. & Regs. 0780-1-81-.03 through 0780-1-81-.08: (1) as attached to this Amendment; (2) as incorporated into the Agreement as Exhibit B; and (3) as annotated by PMA and Client within the margins of Exhibit B.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

PMA MANAGEMENT CORP.

BY: _____

TITLE: _____

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Exhibit A – Other Services Fee Schedule

<u>Service Type</u>	<u>Amount</u>	<u>Billed</u>
<u>Managed Care:</u>		
Bill review and repricing	\$8.75 per bill, plus 29% of savings over and above fee schedule and/or usual and customary	Monthly
Utilization review	\$105 per review	Monthly
Medical management services	\$98.00 per hour	Monthly
Medical consultant review	\$235 per review	Monthly
PMA Care 24	\$98.00 per call	Monthly
Point of Sale Pharmacy Program	\$35.00 per review	Monthly
Medical Director	\$250 per hour	Monthly
<u>Medicare Solutions</u>		
Section 111 Reporting	\$8.00 per claim queried	Monthly
Medicare Set-Aside Allocation	\$2,100 each	Monthly
CMS Submissions	\$600 each	Monthly
Medicare Conditional Payment Research	\$125 each	Monthly
Medicare Conditional Payment Appeal or Dispute	\$250 each	Monthly
Medicare Conditional Payment Research Final Demand	\$50 each	Monthly
Medical Cost Projections	\$1,800 each	Monthly
Evidenced Based MSA	\$2,100 each	Monthly
Life Care Plan	\$175 per hour	Monthly
Legal Nurse Review	\$1,800 per review	Monthly
Update (of prior MSA report)	\$750 per report	Monthly
Resolution Services	\$125 per hour	Monthly
Medicare/Social Security Verification	\$195 each	Monthly
Medicaid Conditional Payment Research	\$250 each	Monthly
Medicare Advantage Plan Conditional Payment Negotiation	\$500 each	Monthly
Provider Relations Specialist	\$98 per hour	Monthly

<u>Information Systems:</u>		
RMIS fee	\$5,000 up to 4 users \$500 each addt'l user	Annually until contract is terminated
Data conversion fee	\$5,000	One-time
Customized Reporting	\$95.00 per hour	Monthly
<u>Risk Control:</u>		
General	\$135 per hour	Monthly
Industrial hygiene services	\$140 per hour	Monthly
<u>Claim Adjustment:</u>		
Vocational Rehabilitation	\$98.00 per hour	Monthly
Claim Indexing	\$7.90 - \$13.10 depending upon search method and services	Monthly
<u>Other:</u>		
Administrative	\$4,0000	Annually until contract is terminated
Subrogation	15% of recovery	As recovered
Recover to Work	\$98.00 per hour	Monthly
Standard Data Extract (upon termination)	\$2,500	As incurred

EXHIBIT B
COMPLIANCE WITH TENN. COMP. R. & REGS. 0780-1-81-.03
THROUGH 0780-1-81-.08

PMA and Client agree to, and will comply with, the following Tennessee Rules and Regulations from the Department of Commerce and Insurance, Division of Insurance, relating to administration of self-insurance workers' compensation programs by single employers or pools:

Agreed, understood,
and to be complied
with by PMA.

Agreed, understood,
and to be complied
with by Client.

07-1-81-.03 WRITTEN AGREEMENT NECESSARY

- (1) No third party administrator shall act as such without a written agreement between the third party administrator and the employer or pool, and the written agreement shall be retained as part of the official records of the employer or pool and the third party administrator for the duration of the agreement and for five (5) years thereafter. The agreement shall contain all provisions required by this Chapter, except insofar as these requirements do not apply to the functions performed by the third party administrator.
- (2) The written agreement shall include a statement of all of the duties that the third party administrator is expected to perform on behalf of the employer or pool.
- (3) The employer, pool, or third party administrator may, with written notice, terminate the written agreement for cause as provided in the agreement. The employer or pool shall fulfill any and all lawful obligations with respect to workers' compensation benefits affected by the written agreement, regardless of any dispute between the employer or pool and the third party administrator.

Agreed, understood,
and to be complied
with by PMA.

Agreed, understood,
and to be complied
with by Client.

07-1-81-.04 PAYMENT TO THIRD PARTY ADMINISTRATOR

The payment of claim payments forwarded by the employer or pool to the third party administrator shall not be deemed to have been paid to the employee until the payments are actually received by the employee, unless any different standard has been promulgated under the workers' compensation law by the Department of Labor and Workforce Development.

Agreed, understood,
and to be complied
with by PMA.

Agreed, understood,
and to be complied
with by Client.

07-1-81-.05 MAINTENANCE OF INFORMATION

- (1) A third party administrator shall maintain and make available to the employer or pool complete books and records of all transactions performed on behalf of the employer or pool. The books and records shall be maintained in accordance with prudent standards of insurance record keeping and shall be maintained by the third party administrator for a period of not less than five (5) years from the date of their creation, unless the agreement between the employer or pool and the third party administrator is terminated prior to the five (5) years.
- (2) The Commissioner shall have access to all books and records maintained by the third party administrator for the purposes of examination, audit, and inspection. Pursuant to the Commissioner's role, applicable common law and statutory protections and privileges, and examination and investigative authority including those conferred under T.C.A. § § 50-6-405, 56-1-409, and any other provisions of T.C.A. Title 56 or 50 that may be pertinent, any documents, materials, or other information in the possession or control of the Commissioner that are furnished by a third party administrator, insurance producer, or an employee or agent thereof acting on behalf of the third party administrator, insurance producer, or obtained by the Commissioner shall be confidential by law and privileged, shall not be subject to public inspection as provided in T.C.A. § 10-7-503, may be shielded from subpoena or eligible for a protective order under applicable laws and court procedure rules, and may be shielded from discovery or inadmissible as evidence in any private civil action. However, the Commissioner is authorized to use such documents, materials or other information in furtherance of any regulatory or legal action brought as part of the Commissioner's official duties. The costs of such examination, audit, or inspection, including such experts which the Commissioner deems necessary to contract, may be assessed, in the discretion of the Commissioner, to the third party administrator, employer, or pool.
- (3) The Commissioner or any person who received documents, materials, or other information while acting under the authority of the Commissioner may resist under any applicable laws and court rules being called to testify in any private civil action concerning any confidential documents, materials, or information referenced in Paragraph (2) of this Rule. By this Rule, the Commissioner does not waive any right he or she may have to determine and assert the scope of confidentiality and privilege relating to particular documents, materials, or other information obtained or maintained under the Commissioner's authority.

- (4) In order to assist in the performance of his or her duties, the Commissioner:
 - a. May share documents, materials, or other information, including the confidential and privileged documents, materials, or information subject to Paragraph (2) of this Rule, with other state and federal agencies, provided that the recipient agrees in writing to maintain the confidentiality and privileged status of the document, material, or other information;
 - b. May receive documents, materials, or information, including otherwise confidential and privileged documents, materials, or information, from the NAIC, its affiliates or subsidiaries and shall maintain as confidential or privileged any document, material, or information received with notice or the understanding that it is confidential or privileged under the laws of the jurisdiction that is the source of the documents, materials, or information; and
 - c. May enter into agreements governing sharing and use of information consistent with this Paragraph.
- (5) To the extent allowed under applicable law, the Commissioner deems that no waiver of any applicable privilege or claim of confidentiality in the documents, materials, or information is intended or shall occur as a result of disclosure to the Commissioner under this Rule or as a result of sharing as authorized in Paragraph (4) of this Rule.
- (6) Nothing in this Chapter shall prohibit the Commissioner from releasing documents related to contested cases or examination reports or orders which are open to public inspection pursuant to T.C.A. § 10-7-503.
- (7) The employer or pool shall own the records generated by the third party administrator pertaining to the employer or pool, however, the third party administrator shall retain the right to continuing access to books and records necessary to permit the third party administrator to fulfill all of its contractual obligations to employers or pools. Nothing in this paragraph shall restrict the ability of a third party administrator to make copies of documents in their possession after the termination of their agreement with the employer or pool.
- (8) If the employer or pool and the third party administrator cancel their agreement pursuant to Rule 0780-1-81-.03(3), notwithstanding the provisions of Paragraph (1) of this Rule, the third party administrator may by written agreement with the employer or pool transfer all records to a new third party administrator rather than retain them for five (5) years. In such cases, the new third party administrator shall acknowledge, in writing, that it is responsible for retaining the records of the prior third party administrator as required in Paragraph (1) of this Rule.

Agreed, understood,
and to be complied
with by PMA.

Agreed, understood,
and to be complied
with by Client.

07-1-81-.06 RESPONSIBILITIES OF EMPLOYER OR POOL

- (1) If an employer or pool utilizes the services of a third party administrator, the employer or pool shall be responsible for determining the benefits, premium rates, and claims payment procedures applicable to the benefits and for securing reinsurance, stop loss insurance or excess coverage, if any. The rules pertaining to these matters shall be provided, in writing by the employer or pool to the third party administrator. The responsibilities of the third party administrator as to any of these matters shall be set forth in the written agreement between the third party administrator and the employer or pool.
- (2) Nothing in this Chapter shall relieve an employer or pool of the ultimate responsibility for the competent administration and timely payment of workers' compensation benefits as required by T.C.A. § § 50-6-205 and 56-8-104 and any rules promulgated thereunder.

Agreed, understood,
and to be complied
with by PMA.

Agreed, understood,
and to be complied
with by Client.

07-1-81-.07 COLLECTION OF MONIES AND PAYMENTS OF CLAIMS

- (1) All monies collected by a third party administrator on behalf of or for an employer or pool, and the return of monies received from that employer or pool, shall be held by the third party administrator in a fiduciary capacity. The monies shall be immediately remitted to the person entitled to them or shall be deposited promptly in a fiduciary account established and maintained by the third party administrator in a federally or state insured financial institution. The written agreement between the third party administrator and the employer or pool shall provide for the third party administrator to periodically, but no less than quarterly, render an accounting to the employer or pool detailing all transactions performed by the third party administrator pertaining to the business underwritten by the employer or pool.
- (2) If monies deposited in a fiduciary account have been collected on behalf of or for one or more employers or pools, the third party administrator shall keep records clearly recording the deposits in and withdrawals from the account on behalf of each employer or pool. The third party administrator shall keep copies of all the records and, upon request of an employer or pool, shall furnish the employer or pool with copies of the records pertaining to the deposits and withdrawals.

- (3) All claims paid by the third party administrator from funds collected on behalf of or for an employer or pool shall be paid only on drafts, electronic transfer, or checks of and as authorized by the employer or pool.
- (4) All third party administrators shall comply with the prompt pay standards set forth in both T.C.A. Title 50 and Title 56 for the payment of workers' compensation benefits.

Agreed, understood,
and to be complied
with by PMA.

Agreed, understood,
and to be complied
with by Client.

07-1-81-.08 DISCLOSURE OF CHARGES AND FEES

Third party administrators shall disclose to the employer or pool all affiliates of the third party administrator providing services to the employer or pool and any fees in addition to those paid to the third party administrator for such services.



File #: 20-0756

DATE: May 19, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Kevin Townsel, Director of Human Resources
Sara Sylvis, Benefits Manager

SUBJECT:

*Consideration Of Resolution 2020-89, A Resolution To Accept A Surety Bond Issuance Required By The State Of Tennessee For The City Franklin Self-Insured Workers Compensation Program To Midwest Employers Casualty Company.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a surety bond issuance required by the State of Tennessee to have a self-insured workers compensation program.

BACKGROUND/STAFF COMMENTS:

The City of Franklin would like to become self-insured with our workers compensation program. In order to do this, the City had to file an application with the State of Tennessee. There were a number of items that had to be provided to the State so they could determine the financial stability and feasibility of the City of Franklin. One of those items required is a surety bond in the amount of \$500,000.

FINANCIAL IMPACT:

Midwest Employers Casualty Company will provide the City of Franklin a surety bond in the amount of \$500,000. The cost to the City of Franklin will be approximately \$10,000 and will be allocated among each department. This item is included in the upcoming budget.

RECOMMENDATION:

Staff recommends approval of Resolution 2020-89.

RESOLUTION 2020-89

**A RESOLUTION TO ACCEPT SURETY BOND ISSUANCE REQUIRED BY THE STATE OF
TENNESSEE FOR CITY OF FRANKLIN SELF-INSURED WORKERS COMPENSATION PROGRAM
TO MIDWEST EMPLOYERS CASUALTY COMPANY.**

WHEREAS, the City is materially interested in the transaction(s) in which City of Franklin, Tennessee, 109 3rd Avenue South, Franklin, TN 37064 has applied to Midwest Employers Casualty Company for bond(s) or undertaking(s); and

WHEREAS, Midwest Employers Casualty Company has executed such bond(s) or undertaking(s), as surety; upon being furnished with the written indemnity of this City; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to accept surety bond insurance required by the State of Tennessee for City of Franklin Self-Insured Workers Compensation Program to Midwest Employers Casualty Company.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that Eric Stuckey, City Administrator of the City, be and hereby is (are) authorized to execute on behalf of the City, any agreement or agreements of indemnity required by Midwest Employers Casualty as a prerequisite to the execution by it of the bond(s) or undertaking(s) for City of Franklin, Tennessee, in connection with the matter(s) and transaction(s) described in the agreement of indemnity required by said Midwest Employers Casualty Company, and the proper attesting officer of the City be and hereby authorized to affix the corporate seal to such agreement or agreements of indemnity and subscribe his name there to attesting the same.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

ERIC S. STUCKEY
City Administrator

By: _____

DR. KEN MOORE
Mayor

Approved As To Form:

Shauna R. Billingsley
City Attorney



File #: 20-0770

DATE: May 21, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Steve Grubb, Director of Streets
Ben Worley, Right of Way Agent

SUBJECT:

Consideration Of Resolution 2020-94, A Resolution To Award The FY 2020 On-Call Annual Contract For Asphalt Work (COF Contract No. 2020-0060) To Four Star Paving, LLC.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-0094 for the On-Call Annual Contract for Asphalt Work.

BACKGROUND/STAFF COMMENTS:

On May 22, 2020, sealed bids for the On-Call Annual Contract for Asphalt Work (COF Contract No. 2020-0060) were received by the City's Street Department at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064 and were publicly opened and read aloud. After an analysis of the competitive bid process, City staff recommends award of the On-Call Annual Contract for Asphalt Work (COF Contract No. 2020-0060) to Four Star Paving, LLC.

FINANCIAL IMPACT:

The funding to be authorized for expenditure in association with COF Contract No. 2020-0060 shall be approved by the City of Franklin Board of Mayor and Aldermen as either a part of the City's Annual Operating & Capital Equipment Budget or via a separate Resolution or Ordinance.

RECOMMENDATION:

Staff recommends approval of Resolution 2020-0094 for the On-Call Annual Contract for Asphalt Work.

RESOLUTION 2020-94

A RESOLUTION TO AWARD THE FY 2020-2021 ON-CALL ANNUAL CONTRACT FOR ASPHALT WORK (COF CONTRACT NO. 2020-0060) TO FOUR STAR PAVING, LLC.

WHEREAS, the On-Call Annual Contract for Asphalt Work may be utilized by any City department for the maintenance of asphalt pavements; and

WHEREAS, the unit prices contained within the On-Call Annual Contract for Asphalt Work generally include the labor, materials, and equipment necessary to perform the work as listed in the contract; and

WHEREAS, on May 22, 2020, sealed bids for the On-Call Annual Contract for Asphalt Work (COF Contract No. 2020-0060) were received by the City's Street Department at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064 and were publicly opened and read aloud; and

WHEREAS, after an analysis of the competitive bid process, City staff recommends award of the On-Call Annual Contract for Asphalt Work (COF Contract No. 2020-0060) to FOUR STAR PAVING, LLC, who is the low bidder, based upon a bid amount of \$9,645.00; and

WHEREAS, the quantities listed in the bid documents are not guaranteed work and are simply used to obtain an accurate bid comparison; and

WHEREAS, the funding to be authorized for expenditure in association with COF Contract No. 2020-0060 shall be approved by the City of Franklin Board of Mayor and Aldermen as either a part of the City's Annual Operating & Capital Equipment Budget or via a separate Resolution or Ordinance; and

WHEREAS, the contract duration and listed unit prices shall be valid through June 30, 2021, at which time the City Administrator may elect to extend the contract duration for one (1) year, with a maximum of two (2) one (1) year extensions, provided the City and FOUR STAR PAVING, LLC agree to the extension.

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

Section 1. Approval is granted to award the FY 2020-2021 On-Call Annual Contract for Asphalt Work (COF Contract No. 2020-0060) to FOUR STAR PAVING, LLC.

Section 2. The City Administrator, Assistant City Administrators, and Department Directors are hereby authorized to review and approve the spending of funds programmed for the construction and maintenance of City infrastructure via the Term Contract for Asphalt Work (COF Contract No. 2020-0060).

Section 3. The Street Department is hereby authorized to execute change orders to add incidental work items to the contract that conform to the original intent of the work as bid.

Section 4. The City Administrator is authorized to execute COF Contract No. 2020-0060 upon approval as to form by the City Attorney.

Section 5. The City Administrator is hereby authorized to extend the contract duration by one (1) year, up to a maximum of two (2) one (1) year extensions.

IT IS SO RESOLVED AND DONE on this _____ day of _____, 2020.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley, City Attorney



File #: 20-0769

DATE: May 21, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Steve Grubb, Director of Streets
Ben Worley, Right of Way Agent

SUBJECT:

Consideration Of Resolution 2020-93, A Resolution To Award The FY 2020 On-Call Annual Contract For Pavement Preservation (COF Contract No. 2020-0057) To Pavement Restorations, Inc.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-0093.

BACKGROUND/STAFF COMMENTS:

On May 22, 2020, sealed bids for the On-Call Annual Contract for Pavement Preservation (COF Contract No. 2020-0057) were received by the City's Street Department at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064 and were publicly opened and read aloud. After an analysis of the competitive bid process, City staff recommends award of the On-Call Annual Contract for Pavement Preservation (COF Contract No. 2020-0057) to Pavement Restoration, Inc., who is the low bidder, based upon a bid amount of \$10.95 per unit.

FINANCIAL IMPACT:

Funding to be authorized for expenditure in associated with COF Contract No. 2020-0057 shall be approved by the City of Franklin Board of Mayor and Aldermen as either part of the City's annual Operating & Capital Equipment Budget or via a separate Resolution or Ordinance.

RECOMMENDATION:

Staff recommends approval of Resolution 2020-0093.

RESOLUTION 2020-93

A RESOLUTION TO AWARD THE FY 2020-2021 ON-CALL ANNUAL CONTRACT FOR PAVEMENT PRESERVATION (COF CONTRACT NO. 2020-0057) TO PAVEMENT RESTORATIONS, INC.

WHEREAS, the On-Call Annual Contract for Pavement Preservation may be utilized by any City department for the maintenance of asphalt pavements; and

WHEREAS, the unit prices contained within the On-Call Annual Contract for Pavement Preservation generally include the labor, materials, and equipment necessary to perform the work as listed in the contract; and

WHEREAS, on May 22, 2020, sealed bids for the On-Call Annual Contract for Pavement Preservation (COF Contract No. 2020-0057) were received by the City's Street Department at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064 and were publicly opened and read aloud; and

WHEREAS, after an analysis of the competitive bid process, City staff recommends award of the Term Contract for Pavement Preservation (COF Contract No. 2020-0057) to PAVEMENT RESTORATION, INC., who is the low bidder, based upon a bid amount of \$10.95; and

WHEREAS, the quantities listed in the bid documents are not guaranteed work and are simply used to obtain an accurate bid comparison; and

WHEREAS, the funding to be authorized for expenditure in association with COF Contract No. 2020-0057 shall be approved by the City of Franklin Board of Mayor and Aldermen as either a part of the City's Annual Operating & Capital Equipment Budget or via a separate Resolution or Ordinance; and

WHEREAS, the contract duration and listed unit prices shall be valid through June 30, 2021, at which time the City Administrator may elect to extend the contract duration for one (1) year, with a maximum of two (2) one (1) year extensions, provided the City and PAVEMENT RESTORATION, INC. agree to the extension.

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

Section 1. Approval is granted to award the FY 2020-2021 On-Call Annual Contract for Pavement Preservation (COF Contract No. 2020-0057) to PAVEMENT RESTORATION, INC.

Section 2. The City Administrator, Assistant City Administrators, and Department Directors are hereby authorized to review and approve the spending of funds programmed for the construction and maintenance of City infrastructure via the On-Call Annual Contract Pavement Preservation (COF Contract No. 2020-0057).

Section 3. The Street Department is hereby authorized to execute change orders to add incidental work items to the contract that conform to the original intent of the work as bid.

Section 4. The City Administrator is authorized to execute COF Contract No. 2020-0057 upon approval as to form by the City Attorney.

Section 5. The City Administrator is hereby authorized to extend the contract duration by one (1) year, up to a maximum of two (2) one (1) year extensions.

IT IS SO RESOLVED AND DONE on this _____ day of _____, 2020.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley, City Attorney



Term Contract for "Pavement Preservation"
COF Contract No. 2020-0057

Bid Opening - Bid Results
May 22, 2020 @ 11:00 AM (CDT)

NAME	BASE BID
Franklin Roadbuilders, LLC	\$16.15
Pavement Restorations, Inc.	\$10.95
Strawser Construction, Inc.	N/A



File #: 20-0809

DATE: May 28, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Discussion Concerning DRAFT Resolution 2020-103, A Resolution Approving And Authorizing The City Administrator To Pay The Contractor An Additional Bonus For Early Completion Of The Franklin Road Improvements Project.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning DRAFT Resolution 2020-103.

BACKGROUND/STAFF COMMENTS:

City staff has been evaluating options to provide an incentive to construction contractors to bid City of Franklin projects and complete the project prior to contractual deadlines. Typical City of Franklin construction contracts include both liquidated damages for delays and some type of an incentive for early completion. One idea discussed by staff, has been to provide an additional “no excuses” incentive to further incentivize the contractor to complete projects well before the final completion date.

The Board is currently considering Resolution 2020-32, “A Resolution To Award The Construction Contract (COF Contract No. 2019-0230) For The Franklin Road Corridor Improvements Project (COF Project No. 07ST00015) To Civil Constructors, LLC In The Amount Of \$12,793,820.10”. Staff is seeking guidance from the Board to determine if there is interest in providing this additional “no excuses” incentive as part of the Franklin Road Improvements Project. The current contract has the following requirements: The project shall be substantially complete within 730 calendar days following the issuance of the Notice to Proceed date issued by the City of Franklin. Liquidated damages have been established in the amount of \$2,000 for each calendar day that expires after the substantial completion deadline. Liquidated damages have been established in the amount of \$2,000 for each calendar day that expires after the final completion deadline of 60 calendar days. A bonus in the amount of \$2,000 for each day prior to the substantial completion deadline, with the maximum value of the bonus established at an amount not to exceed \$100,000.

City staff is seeking direction from the Board to determine if there is interest in providing an additional “no excuses” incentive as part of the Franklin Road Improvements Project. Assuming the Board would like to provide this additional incentive, staff is recommending an additional bonus in the total amount of \$150,000 for completing the project within 615 calendar days based on the Notice to

Proceed date issued by the City of Franklin, TN or an additional bonus in the total amount of \$400,000 for completing the Franklin Road Construction Contract within 550 calendar days based on the Notice to Proceed date issued by the City of Franklin, TN.

To qualify for this additional bonus, the project shall have progressed to the point where, in the opinion of the City Administrator, the work is sufficiently complete, so that the work can be fully utilized for the purposes for which it is intended. In addition, the following shall be achieved: All traffic lanes included as part of the Franklin Road Construction Project, including shoulders and ramps, are in their final alignment, and the final wearing surface and all sidewalks, curbs, drainage features, markings, permanent safety appurtenances, lighting, traffic signals, and signing as shown on the plans have been installed. All public utilities and private utility included as part of the Franklin Road Improvements Project have been appropriately installed and successfully passed all required testing. All final grading included as part of the Franklin Road Improvements Project are complete, and the project site has been 100% stabilized with permanent and temporary erosion and sediment control features. The value of all remaining work is less than 2.5% of the contract price, and the remaining work will not affect the safety or operations of any infrastructure, roadway and will not significantly impact the public.

This additional incentive would be a “no-excuses” bonus and the time frames and amounts shall not be subject to change based on any unforeseen conditions, weather delays, acts of God, war, acts of terrorism, epidemics, strikes, labor disputes, or other issues, which normally extend contract time. It is our hope that this additional incentive would push the contractor to complete the work within 550 calendar days vs. the 730 calendar days included in the contract. It should be noted that 550 calendar days would be an extremely aggressive schedule, but it is not unachievable in our opinion. Approval of this resolution would have no impact on the existing construction contract, liquidated damages and the current bonus established as part of the Franklin Road Improvements project.

FINANCIAL IMPACT:

The financial impact would be a maximum of \$500,000 should the contractor fully meet the target completion date identified in the resolution with no exceptions granted.

RECOMMENDATION:

Board feedback is requested regarding this proposal in general and for this specific incentive structure. Staff recommends providing an incentive for timely completion of this high priority capital investment project.

RESOLUTION 2020-103

A RESOLUTION APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO PAY THE CONTRACTOR AN ADDITIONAL BONUS FOR EARLY COMPLETION OF THE FRANKLIN ROAD IMPROVEMENTS PROJECT

WHEREAS, the Board of Mayor and Aldermen are currently considering a resolution to award the construction contract (COF Contract No. 2019-0230) for the Franklin Road Improvements Project; and

WHEREAS, the current Franklin Road Improvements Project (COF Contract No. 2019-0230) requires the contractor to be substantially complete within 730 calendar days and achieve final completion after 60 calendar days based on the notice to proceed date issued by the City of Franklin, TN; and

WHEREAS, the current Franklin Road Construction Contract (COF Contract No. 2019-0230) requires the contractor to pay the City \$2,000 for each calendar day that expires after substantially completion and final completion; and

WHEREAS, the current Franklin Road Construction Contract (COF Contract No. 2019-0230) provides for an early completion bonus in the amount of \$2,000 for each calendar day prior to the substantial completion, based on the notice to proceed date issued by the City of Franklin, TN, with the maximum value of the bonus limited to \$100,000; and

WHEREAS, the Board of Mayor and Aldermen desire to further incentivize the contractor to complete the work prior to the date established in the Franklin Road Construction Contract (COF Contract No. 2019-0230; and

WHEREAS, the Board of Mayor and Aldermen approve and authorize the City Administrator to pay the contractor an additional bonus in the total amount of \$150,000 for completing the project within 615 calendar days based on the Notice to Proceed date issued by the City of Franklin, TN or pay the contractor an additional bonus in the total amount of \$400,000 for completing the project within 550 days based on the notice to proceed date issued by the City of Franklin, TN.

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

- 1) Approval and authority is granted to the City Administrator to pay the Contractor an additional bonus in the total amount of \$150,000 for completing the Franklin Road Construction Project (COF Contract No. 2019-0230) within 615 calendar days based on the Notice to Proceed date issued by the City of Franklin, TN or pay the contractor an additional bonus in the total amount of \$400,000 for completing the Franklin Road Construction Contract (COF Contract No. 2019-0230) within 550 calendar days based on the Notice to Proceed date issued by the City of Franklin, TN.
- 2) To qualify for this additional bonus, the project shall have progressed to the point where, in the opinion of the City Administrator, the work is sufficiently complete, so that the work can be fully utilized for the purposes for which it is intended. In addition, the following shall be achieved:

- a. All traffic lanes included as part of the Franklin Road Construction Project, including shoulders and ramps, are in their final alignment, and the final wearing surface and all sidewalks, curbs, drainage features, markings, permanent safety appurtenances, lighting, traffic signals, and signing as shown on the plans have been installed.
 - b. All public utilities and private utility included as part of the Franklin Road Improvements Project have been appropriately installed and successfully passed all required testing.
 - c. All final grading included as part of the Franklin Road Improvements Project are complete, and the project site has been 100% stabilized with permanent and temporary erosion and sediment control features.
 - d. The value of all remaining work is less than 2.5% of the contract price, and the remaining work will not affect the safety or operations of any infrastructure, roadway and will not significantly impact the public.
- 3) This is a no-excuse bonus and the time frames and amounts shall not be subject to change based on any unforeseen conditions, weather delays, acts of God, war, acts of terrorism, epidemics, strikes, labor disputes, or other issues, which normally extend contract time.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form:

By: _____
Shauna R. Billingsley
City Attorney



File #: 20-0766

DATE: May 21, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Tom Marsh, Director of BNS
Kathleen Sauseda, Housing Development Coordinator

SUBJECT:

Consideration Of Resolution 2020-91, A Resolution Declaring That The City Will Accept Community Development Block Grant Coronavirus (CDBG-CV) Funds From The Department Of Housing And Urban Development And That The City Will Expend Those Funds By Partnering With Local Agencies To Reimburse Them For Expenses Incurred To Prevent, Prepare For And Respond To The Coronavirus (COVID-19).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-91, A Resolution Declaring That The City Will Accept Community Development Block Grant Coronavirus (CDBG-CV) Funds From The Department Of Housing And Urban Development And That The City Will Expend Those Funds By Partnering With Local Agencies To Reimburse Them For Expenses Incurred To Prevent, Prepare For And Respond To The Coronavirus (COVID-19).

BACKGROUND/STAFF COMMENTS:

The Department of Housing and Urban Development (HUD) has granted a special allocation of Community Development Block Grant Funds to the City of Franklin to prevent, prepare for, and respond to the coronavirus (COVID-19). The allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

The City may use the CDBG-CV funds to reimburse local agencies for expenses incurred to prevent, prepare for, and respond to COVID-19. Through a public notice and comment period the City made the public and local agencies aware that funds might be available. The City also requested that interested parties respond and provide an estimate of expenses that might be reimbursable. City staff reviewed responses and developed a plan to disburse the funds to a number of local agencies that have incurred expenses through actions to prevent, prepare for, and respond to COVID-19.

The purpose of resolution 2020-91 is to confirm support and direction from the Board of Mayor and Aldermen for staff to proceed with the plan to accept and disburse CDBG-CV funds when the funds become available from HUD.

If the resolution is approved, staff will proceed as follows:

1. The City shall reimburse the agencies listed in Attachment A for verified expenses up to the specified amount associated with actions to prevent, prepare for, and respond to coronavirus.
2. The City Administrator, or appropriate designee, shall prepare contracts with each selected agency and present to the BOMA for approval.
3. The City shall reimburse each agency for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed.

FINANCIAL IMPACT:

Through the CARES Act the City has been allocated **Two-Hundred Thirteen-Thousand Seven-Hundred Eight-Nine Dollars and 00/100. (\$213,789.00)** in CDBG-CV funds from HUD. The funds have been allocated, but not yet deposited into the the City's Integrated Disbursement Information System (IDIS) account with HUD. After the funds are made available in IDIS they will be disbursed to partner agencies as contracts are prepared and executed with each agency. The funds will be disbursed on a reimbursement basis in accordance with Attachment A and will continue until the fund is depleted.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-91.

RESOLUTION NO. 2020-91

A RESOLUTION DECLARING THAT THE CITY WILL ACCEPT COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS (CDBG-CV) FUNDS FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND THAT THE CITY WILL EXPEND THOSE FUNDS BY PARTNERING WITH LOCAL AGENCIES TO REIMBURSE THEM FOR EXPENSES INCURRED TO PREVENT, PREPARE FOR, AND RESPOND TO THE CORONAVIRUS (COVID-19)

WHEREAS, the Department of Housing & Urban Development (HUD) has been authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, to respond to the growing effects of the public health crisis stemming from the Coronavirus; and

WHEREAS, the City of Franklin has been designated to receive a special allocation of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the Coronavirus (CDBG-CV funds) in the amount of **Two Hundred Thirteen Thousand Seven Hundred Eight-Nine Dollars and no/100 (\$213,789.00)**; and

WHEREAS, in the interest of public health, safety, and welfare the City recognizes it is essential to support local agencies that are working within the community to prevent and respond to the Coronavirus; and

WHEREAS, the City may use CDBG-CV grant funds to reimburse local agency expenses incurred to prevent, prepare for, and respond to Coronavirus; and

WHEREAS, through a public notice and comment period the City gave public notice that funds might be available through the CDBG program to reimburse agencies for costs incurred to prevent, prepare for, and respond to COVID-19; and

WHEREAS, through the public notice the City requested that interested parties respond to the notice and provide to the City an estimate of costs incurred to prevent, prepare for, and respond to COVID-19; and

WHEREAS, the City received responses from several agencies with estimates of expenses eligible to be reimbursed; and

WHEREAS, Attachment A provides a listing of agencies and an estimate of their expenses to be reimbursed for actions to prevent, prepare for, and respond to Coronavirus; and

WHEREAS, these funds will be awarded and disbursed to the agencies as they become available from HUD and until such time as the fund balance is depleted.

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

1. The City shall reimburse the agencies listed in Attachment A for verified expenses up to the specified amount associated with actions to prevent, prepare for, and respond to Coronavirus.

2. The City Administrator, or appropriate designee, shall prepare contracts with each selected agency and present to the BOMA for approval.

3. The City shall reimburse each agency for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed.

IT IS SO RESOLVED AND DONE on this _____ day of _____ 2020.

ATTEST:

SIGNED:

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

William E. Squires
Assistant City Attorney

RESOLUTION 2020-91 ATTACHMENT A
CDBG-CV FUND REIMBURSEMENT ESTIMATES

<i>Organization</i>	<i>Purpose</i>	<i>Requested Amount</i>
ARC	Emergency Medical Kits, Software, Employee Exp	\$15,000
Boys & Girls Club	PPE, deep cleaning of building, Plexiglas extra meals and fuel cost for delivery	\$15,000
Bridges, DVC	Cleaning supplies, move to disposable dishes, Hotel room for isolation, upgrade to internet for child learning, extra groceries for children at shelter	\$7,000
Community Child Care	PPE, additional staff to assist with increase of children due to closures	\$11,000
Community Housing Partnership	PPE, office cleaning, deep clean a home where resident contracted COVID-19	\$15,000
Franklin Community Church dba Franklin Community Development, Inc.	Hotels, food & staffing	\$43,000
Graceworks	Expense list being compiled	\$12,000
High Hopes	General Operating Expenses	\$20,000
Mid-Cumberland	Meals on Wheels Increase due to closures of supporting Churches cost to year end	\$40,000
One Gen Away	School Boxes (FSSD, FPD, New Hope)	\$10,000
WAVES	PPE & Cleaning both office and vehicles	\$10,000
City of Franklin	Standard HUD allocation of funds to entitlement communities for Administration & Planning of fund disbursement	\$15,789
TOTAL		\$213,789



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

April 2, 2020

The Honorable Ken Moore
Mayor of Franklin
109 3rd Avenue South
Franklin, TN 37064-2519

Dear Mayor Moore:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department is immediately allocating \$2 billion based on the fiscal year 2020 CDBG formula. The remaining \$3 billion shall be allocated based on needs using best available data, in the following tranches: \$1 billion shall be allocated to States and insular areas within 45 days of enactment of the CARES Act, and \$2 billion shall be distributed to states and local governments at the discretion of the Secretary. Up to \$10 million will be set aside for technical assistance. Given the immediate needs faced by our communities, the Department has announced the first allocation of funds. Your jurisdiction's allocation is \$213,789.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the Secretary to grant waivers and alternative requirements of statutes and regulations the Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

The Department is developing a notice that will further describes the CARES Act's provisions, a Quick Guide to the CARES Act flexibilities and other provisions, and other resources to enable swift implementation of CDBG-CV grants. As these become available, they will be

posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits. HUD will provide guidance and technical assistance on DOB and regarding prevention of fraud, waste, and abuse and documenting the impact of this program for beneficiaries.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,

A handwritten signature in dark ink, appearing to read 'John Gibbs', is positioned above the typed name.

John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development



File #: 20-0763

DATE: May 20, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management
Brian Wilcox, Purchasing Manager

SUBJECT:

Consideration Of Draft Procurement Award To Garney Companies, Inc. Of Nashville, Tennessee In The Total Amount Of \$2,615,635 For Spencer Creek Sanitary Sewer Interceptor Rehabilitation Project For The Wastewater General Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2020-023; City Project No. 2020-003; Draft COF Contract No. 2020-0028).

PURPOSE:

The purpose of this procurement is to rehabilitate the Spencer Creek sanitary sewer interceptor for the Wastewater General Division of the Water Management Department. The primary purpose of the improvements is to add capacity and realign an existing aging interceptor. This project will provide a new alignment of new pipe and give the City an opportunity to rehabilitate the existing pipe without having to spend an inordinate amount for bypass pumping during its future rehabilitation that will occur in the future. The additional capacity will also put the city in a firm position in this area as wastewater capacity increases based upon the anticipated re-development in the Cool Springs area.

BACKGROUND/STAFF COMMENTS:

The City published on April 23, 2020 a Notice to Bidders in the Williamson Herald for the Spencer Creek sanitary sewer interceptor rehabilitation project. In addition, bid documents were sent on or about the same date directly to seven (7) potential bidders known or thought to be interested in this solicitation. Bids from six (6) contractors were publicly opened at the bid opening held on May 28, 2020. A tabulation of the bids received for this solicitation is attached.

FINANCIAL IMPACT:

The responsible bidder that submitted the lowest priced responsive bid, Garney Companies, Inc. of Nashville, Tennessee, is in the amount of \$2,615,635 for the specified project. This bid was identified because it is the lowest bid that meets or exceeds the City's intention as expressed and implied by the City's specifications as well as the instructions, terms and conditions pertaining to this procurement solicitation. The Water Management Department Wastewater General Division proposed budget for fiscal year 2021 allocates funds out of the Wastewater Fund adequate to pay for this project.

RECOMMENDATION:

Staff recommends that the City accept, contingent upon Law Department and City Administrator approval of City Contract No. 2020-0028, the apparent lowest best bid, from Garney Companies, Inc., in the amount of \$2,615,635 for the specified project, and award this procurement to this bidder. The City's Purchasing Manager believes the prepared solicitation documents as distributed allowed for competition among multiple contractors, and that the staff recommendation appears to be made in a fair and impartial manner based upon the bids received. Pursuant to authority previously granted by the Board of Mayor and Aldermen, Contract No. 2020-0028 has been prepared for execution by the City Administrator pending approval by the Board of Mayor and Aldermen of the staff recommendation to accept the bid from and award the procurement to Garney Companies, Inc.

Tabulation of Bids*

Purchasing Office Solicitation No.:		2020-023 (Spencer Creek sanitary sewer interceptor rehabilitation project)	
Notice to Bidders published in the <i>Williamson Herald</i> on:		4/23/20	
Number of vendors that were notified of / that responded to this solicitation for bids:		7 / 6	
Date and time bids due and publicly opened:		5/28/2020, 2:00 PM	
Attending virtual opening of bids:		Daniel Carlquist of Midwest Mole; Mary Jo Spurlock of Cleary Construction; Jessica Morgan of Morgan Contracting; Andrew Swank of Garney Construction; David Ward of SBW Constructors; Jake Jones of Civil Constructors; Brian Mulligan and Tom Lunsford of Ferguson Waterworks – Tennessee; Michelle Hatcher, Brian Goodwin and Patricia McNeese of the City of Franklin Water Management Department; and Leslie Pewitt, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office	
Target meeting of BOMA at which recommendation is scheduled to be considered:		6/23/20	
Bids received from:		Bid No.:	Does the bid include all required documents?
			Total bid pricing based on specified quantities:
Civil Constructors, LLC 425 Downs Blvd. Franklin, TN 37064 Todd J. Ketner, Vice President 615-236-9000 T.Ketner@civilconstructors.com		1 of 1	No (Missing: Resumes for individuals 5.04 Schedule C, evidence of authority to sign)
Cleary Construction, Inc. 2006 Edmonton Road Tompkinsville, KY 42167 Darren Cleary, President 270-487-1784 cc@clearyconst.com		1 of 1	Yes
Garney Companies, Inc. 200 Crutchfield Avenue Nashville, TN 37210 Jeffrey P. Seal, Director 615-350-7975 jseal@garney.com		1 of 1	Yes
Morgan Contracting, Inc. 900 Dutch Valley Drive Knoxville, TN 37918 Vincent Bayles, Vice President 865-249-8640 vbayles@morgan1.com		1 of 1	No (Missing: Resumes for individuals 5.04 Schedule C, Bid Form as revised per Addendum No. 5)
Norris Bros. Excavating 1007 Rudgers Rd. Crossville, TN 38572 Ashley Kinnett, Secretary 931-277-5665 norrisbrosexcavating@hotmail.com		1 of 1	No (Missing Form C-300, Schedule B, references, lists of proposed suppliers and subcontractors, evidence of authority to do business in the state of the Project, resumes for key individuals, evidence of authority to sign, Bid Form as revised per Addendum No. 5)
SBW Constructors, LLC P.O. Box 1347, White House, TN 37188 405 Church St. Goodlettsville, TN 37072 Jeramie White, Managing Partner 615-574-9420 jwhite@sbwconstructors.com		1 of 1	No (Missing signatures on C-410 Bid Form and C-451 Qualifications Statement, missing Schedules A, B, and C and references, lists of proposed suppliers and subcontractors, evidence of authority to do business in the state of the Project, evidence of authority to sign)

*Shaded bid is apparent lowest best bid

**Tabulation of Bid Line-Item Pricing for
Sol. No. 2020-023**

Item No.	Description	Qty.	Unit	Civil Constructors, LLC		Cleary Constructors, Inc.	
				Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
1	Mobilization (5% of total)	1	LS	\$126,750.00	\$126,750.00	\$165,000.00	\$165,000.00
2	Bonds and Insurance	1	LS	\$37,700.00	\$37,700.00	\$10,000.00	\$10,000.00
3	Erosion Prevention and Sediment Control for compliance with WPPP/ARAP/NPDES	1	LS	\$26,065.00	\$26,065.00	\$60,000.00	\$60,000.00
4	Permanent Seeding, Fertilizer, and Straw Mulch	40,000	SY	\$0.25	\$10,000.00	\$0.75	\$30,000.00
5	36-inch Ductile Iron Sanitary Sewer with Epoxy Lining, List lining being bid:	1,195	LF	\$633.00	\$756,435.00	\$641.00	\$765,995.00
6	MH 1-1, Cast-in-Place	1	LS	\$210,475.00	\$210,475.00	\$251,000.00	\$251,000.00
7	72-inch Dia. Sewer Manhole	7	EA	\$17,320.00	\$121,240.00	\$10,000.00	\$70,000.00
8	Trench Subgrade Stabilization	700	TN	\$43.25	\$30,275.00	\$36.00	\$25,200.00
9	Manhole Demolition, Removal/Abandon-in-Place	4	EA	\$5,885.00	\$23,540.00	\$7,600.00	\$30,400.00
10	Traffic Control	1	LS	\$6,950.00	\$6,950.00	\$10,000.00	\$10,000.00
11	6" Dia. PVC Sanitary Sewer Service, including cleanouts	50	LF	\$105.00	\$5,250.00	\$101.00	\$5,050.00
12	CSX RR Crossing: 60" Steel Casing, Bore and Jack Installation, including 120 LF of 36" Dia. DI Rst. Jnt. Sanitary Sewer, provide, install, and test all materials needed for a complete and functional installation	1	LS	\$364,100.00	\$364,100.00	\$375,000.00	\$375,000.00
13	Franklin Rd Crossing: 60" Steel Casing, Bore and Jack Installation, including 130 LF of 36" Dia. Rst. Jnt. Sanitary Sewer, provide, install, and test all materials needed for a complete and functional installation	1	LS	\$384,185.00	\$384,185.00	\$400,000.00	\$400,000.00
14	Manhole Water-Tight Frame and Cover	9	EA	\$1,540.00	\$13,860.00	\$750.00	\$6,750.00
15	Manhole Vent	2	EA	\$3,250.00	\$6,500.00	\$3,200.00	\$6,400.00
16	Anti-Seep Collar upstream of each manhole	7	EA	\$4,540.00	\$31,780.00	\$5,000.00	\$35,000.00
17	Sewer Flow Control, Bypass Pumping System, and Diesel	1	A	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
18	Creek Crossing #1 via 60" Bore & Jacked Casing	1	LS	\$270,260.00	\$270,260.00	\$310,000.00	\$310,000.00
19	Creek Crossing #2 via 60" Bore & Jacked Casing	1	LS	\$269,150.00	\$269,150.00	\$240,000.00	\$240,000.00
20	24-inch PVC Cross Connection between existing manholes and Vent	1	LS	\$20,500.00	\$20,500.00	\$12,000.00	\$12,000.00
21	Maintenance Rd and Access Gate: Provide and install access rd embankment material and 15' wide galvanized farm gate with 8-inch wood posts	1	LS	\$19,500.00	\$19,500.00	\$10,000.00	\$10,000.00
22	8-inch Ductile Iron with Epoxy Lining, "Cool Springs East Sanitary Sewer", List lining being bid:	176	LF	\$422.00	\$74,272.00	\$552.00	\$97,152.00
23	Asphalt Surface, 1.5", PG64-22, 411-01.10 Grade E	250	TN	\$155.00	\$38,750.00	\$206.00	\$51,500.00
24	Asphalt Binder, 5", PG64-22, 307- 02.08 BM2	25	TN	\$145.00	\$3,625.00	\$193.00	\$4,825.00
25	Crushed Stone Base for Asphalt Pavement	450	TN	\$35.00	\$15,750.00	\$45.00	\$20,250.00
26	Concrete Sidewalk (4" Thickness w/fiber mesh and 4" Aggregate Base Class A Grade D	125	SF	\$12.00	\$1,500.00	\$10.00	\$1,250.00
27	Concrete Curb	56	LF	\$34.50	\$1,932.00	\$41.00	\$2,296.00
28	Concrete Combined Curb and Gutter	50	LF	\$34.50	\$1,725.00	\$41.00	\$2,050.00
29	Materials Testing	1	A	\$7,800.00	\$7,800.00	\$5,500.00	\$5,500.00
30	Final Site Cleanup and Closeout Documents	1	LS	\$13,200.00	\$13,200.00	\$10,000.00	\$10,000.00
31	Project Contingency: Allowance for additional work if directed by Owner/Engineer	1	A	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Total					\$3,193,069.00		\$3,312,618.00

**Tabulation of Bid Line-Item Pricing for
Sol. No. 2020-023**

Item No.	Description	Qty.	Unit	Garney Companies, Inc.		Morgan Contracting, Inc.	
				Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
1	Mobilization (5% of total)	1	LS	\$130,000.00	\$130,000.00	\$165,000.00	\$165,000.00
2	Bonds and Insurance	1	LS	\$10,000.00	\$10,000.00	\$1,164.00	\$1,164.00
3	Erosion Prevention and Sediment Control for compliance with WPPP/ARAP/NPDES	1	LS	\$75,000.00	\$75,000.00	\$80,000.00	\$80,000.00
4	Permanent Seeding, Fertilizer, and Straw Mulch	40,000	SY	\$0.35	\$14,000.00	\$1.00	\$40,000.00
5	36-inch Ductile Iron Sanitary Sewer with Epoxy Lining, List lining being bid:	1,195	LF	\$665.00	\$794,675.00	\$665.00	\$794,675.00
6	MH 1-1, Cast-in-Place	1	LS	\$350,000.00	\$350,000.00	\$108,000.00	\$108,000.00
7	72-inch Dia. Sewer Manhole	7	EA	\$5,000.00	\$35,000.00	\$15,000.00	\$105,000.00
8	Trench Subgrade Stabilization	700	TN	\$2.50	\$1,750.00	\$88.00	\$61,600.00
9	Manhole Demolition, Removal/Abandon-in-Place	4	EA	\$10,000.00	\$40,000.00	\$11,881.00	\$47,524.00
10	Traffic Control	1	LS	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00
11	6" Dia. PVC Sanitary Sewer Service, including cleanouts	50	LF	\$250.00	\$12,500.00	\$78.00	\$3,900.00
12	CSX RR Crossing: 60" Steel Casing, Bore and Jack Installation, including 120 LF of 36" Dia. DI Rst. Jnt. Sanitary Sewer, provide, install, and test all materials needed for a complete and functional installation	1	LS	\$200,000.00	\$200,000.00	\$385,000.00	\$385,000.00
13	Franklin Rd Crossing: 60" Steel Casing, Bore and Jack Installation, including 130 LF of 36" Dia. Rst. Jnt. Sanitary Sewer, provide, install, and test all materials needed for a complete and functional installation	1	LS	\$220,000.00	\$220,000.00	\$390,000.00	\$390,000.00
14	Manhole Water-Tight Frame and Cover	9	EA	\$750.00	\$6,750.00	\$1,075.00	\$9,675.00
15	Manhole Vent	2	EA	\$5,000.00	\$10,000.00	\$2,731.00	\$5,462.00
16	Anti-Seep Collar upstream of each manhole	7	EA	\$1,500.00	\$10,500.00	\$6,827.00	\$47,789.00
17	Sewer Flow Control, Bypass Pumping System, and Diesel	1	A	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
18	Creek Crossing #1 via 60" Bore & Jacked Casing	1	LS	\$150,000.00	\$150,000.00	\$355,000.00	\$355,000.00
19	Creek Crossing #2 via 60" Bore & Jacked Casing	1	LS	\$120,000.00	\$120,000.00	\$300,000.00	\$300,000.00
20	24-inch PVC Cross Connection between existing manholes and Vent	1	LS	\$10,000.00	\$10,000.00	\$33,000.00	\$33,000.00
21	Maintenance Rd and Access Gate: Provide and install access rd embankment material and 15' wide galvanized farm gate with 8-inch wood posts	1	LS	\$500.00	\$500.00	\$19,623.00	\$19,623.00
22	8-inch Ductile Iron with Epoxy Lining, "Cool Springs East Sanitary Sewer", List lining being bid:	176	LF	\$150.00	\$26,400.00	\$630.00	\$110,880.00
23	Asphalt Surface, 1.5", PG64-22, 411-01.10 Grade E	250	TN	\$125.00	\$31,250.00	\$160.00	\$40,000.00
24	Asphalt Binder, 5", PG64-22, 307- 02.08 BM2	25	TN	\$195.00	\$4,875.00	\$220.00	\$5,500.00
25	Crushed Stone Base for Asphalt Pavement	450	TN	\$2.50	\$1,125.00	\$30.00	\$13,500.00
26	Concrete Sidewalk (4" Thickness w/fiber mesh and 4" Aggregate Base Class A Grade D	125	SF	\$10.00	\$1,250.00	\$9.00	\$1,125.00
27	Concrete Curb	56	LF	\$10.00	\$560.00	\$26.00	\$1,456.00
28	Concrete Combined Curb and Gutter	50	LF	\$20.00	\$1,000.00	\$50.00	\$2,500.00
29	Materials Testing	1	A	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00
30	Final Site Cleanup and Closeout Documents	1	LS	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00
31	Project Contingency: Allowance for additional work if directed by Owner/Engineer	1	A	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Total					\$2,615,635.00		\$3,455,373.00
				Highlighted unit pricing does not match the amount indicated on the Bid Form completed by bidder but equals the bidder's bid amount for the line item divided by the quantity for the line item. Bidder confirms the unit pricing indicated on the Bid Form is a clerical error.			

**Tabulation of Bid Line-Item Pricing for
Sol. No. 2020-023**

Item No.	Description	Qty.	Unit	Norris Bros. Excavating		SBW Constructors, LLC	
				Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
1	Mobilization (5% of total)	1	LS	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00
2	Bonds and Insurance	1	LS	\$60,000.00	\$60,000.00	\$37,250.00	\$37,250.00
3	Erosion Prevention and Sediment Control for compliance with WPPP/ARAP/NPDES	1	LS	\$18,000.00	\$18,000.00	\$66,310.00	\$66,310.00
4	Permanent Seeding, Fertilizer, and Straw Mulch	40,000	SY	\$2.80	\$112,000.00	\$4.50	\$180,000.00
5	36-inch Ductile Iron Sanitary Sewer with Epoxy Lining, List lining being bid:	1,195	LF	\$620.00	\$740,900.00	\$635.00	\$758,825.00
6	MH 1-1, Cast-in-Place	1	LS	\$39,000.00	\$39,000.00	\$285,000.00	\$285,000.00
7	72-inch Dia. Sewer Manhole	7	EA	\$12,000.00	\$84,000.00	\$10,500.00	\$73,500.00
8	Trench Subgrade Stabilization	700	TN	\$29.00	\$20,300.00	\$47.50	\$33,250.00
9	Manhole Demolition, Removal/Abandon-in-Place	4	EA	\$2,000.00	\$8,000.00	\$12,685.00	\$50,740.00
10	Traffic Control	1	LS	\$27,000.00	\$27,000.00	\$7,000.00	\$7,000.00
11	6" Dia. PVC Sanitary Sewer Service, including cleanouts	50	LF	\$50.00	\$2,500.00	\$60.00	\$3,000.00
12	CSX RR Crossing: 60" Steel Casing, Bore and Jack Installation, including 120 LF of 36" Dia. DI Rst. Jnt. Sanitary Sewer, provide, install, and test all materials needed for a complete and functional installation	1	LS	\$230,000.00	\$230,000.00	\$350,000.00	\$350,000.00
13	Franklin Rd Crossing: 60" Steel Casing, Bore and Jack Installation, including 130 LF of 36" Dia. Rst. Jnt. Sanitary Sewer, provide, install, and test all materials needed for a complete and functional installation	1	LS	\$230,000.00	\$230,000.00	\$355,000.00	\$355,000.00
14	Manhole Water-Tight Frame and Cover	9	EA	\$600.00	\$5,400.00	\$900.00	\$8,100.00
15	Manhole Vent	2	EA	\$1,800.00	\$3,600.00	\$4,500.00	\$9,000.00
16	Anti-Seep Collar upstream of each manhole	7	EA	\$2,500.00	\$17,500.00	\$6,300.00	\$44,100.00
17	Sewer Flow Control, Bypass Pumping System, and Diesel	1	A	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
18	Creek Crossing #1 via 60" Bore & Jacked Casing	1	LS	\$250,000.00	\$250,000.00	\$270,000.00	\$270,000.00
19	Creek Crossing #2 via 60" Bore & Jacked Casing	1	LS	\$250,000.00	\$250,000.00	\$220,000.00	\$220,000.00
20	24-inch PVC Cross Connection between existing manholes and Vent	1	LS	\$9,000.00	\$9,000.00	\$22,500.00	\$22,500.00
21	Maintenance Rd and Access Gate: Provide and install access rd embankment material and 15' wide galvanized farm gate with 8-inch wood posts	1	LS	\$5,000.00	\$5,000.00	\$3,250.00	\$3,250.00
22	8-inch Ductile Iron with Epoxy Lining, "Cool Springs East Sanitary Sewer", List lining being bid:	176	LF	\$145.00	\$25,520.00	\$350.00	\$61,600.00
23	Asphalt Surface, 1.5", PG64-22, 411-01.10 Grade E	250	TN	\$185.00	\$46,250.00	\$180.00	\$45,000.00
24	Asphalt Binder, 5", PG64-22, 307- 02.08 BM2	25	TN	\$185.00	\$4,625.00	\$170.00	\$4,250.00
25	Crushed Stone Base for Asphalt Pavement	450	TN	\$40.00	\$18,000.00	\$39.00	\$17,550.00
26	Concrete Sidewalk (4" Thickness w/fiber mesh and 4" Aggregate Base Class A Grade D	125	SF	\$27.00	\$3,375.00	\$20.00	\$2,500.00
27	Concrete Curb	56	LF	\$30.00	\$1,680.00	\$75.00	\$4,200.00
28	Concrete Combined Curb and Gutter	50	LF	\$30.00	\$1,500.00	\$75.00	\$3,750.00
29	Materials Testing	1	A	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00
30	Final Site Cleanup and Closeout Documents	1	LS	\$10,000.00	\$10,000.00	\$20,500.00	\$20,500.00
31	Project Contingency: Allowance for additional work if directed by Owner/Engineer	1	A	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Total					\$2,643,150.00		\$3,348,675.00