



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, December 13, 2016

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [16-1087](#) Report of Third Quarter 2016 Wastewater Collection System Maintenance and Inspection Activities Summary

Sponsors: Mark Hilty
2. [16-1088](#) Discussion of Water and Sanitary Sewer Impact Fees

Sponsors: Mark Hilty
Attachments: [20161128_PPT_IMPACT_FEE_STUDY_V1](#)
[Franklin Impact Fee Analysis Presentation 12-7-16](#)
3. [16-1057](#) Presentation on Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan Development

Sponsors: Paul Holzen and Jonathan Marston
Attachments: [Americans with Disabilities Act \(ADA\) - BOMA Presentation - 12-13-16](#)
4. [16-1062](#) *Consideration of a Professional Services Agreement (COF 2016-0353) with Gresham Smith and Partners, Inc. for the Franklin Road (SR 6) Widening Project.

Sponsors: Paul Holzen
Attachments: [Franklin Road Exhibit-1](#)
[COF 2016-0353 - Amendment 1 with attachment GSP Franklin Road.Law App](#)
5. [16-1045](#) *Consideration of Contract 2016-0298 in the amount of \$30,000 with Infor to Purchase Licenses for the Infor Field Inspector Work Management App.

Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [2016-0298 Infor agreement.Law Approved](#)

6. [16-1068](#) Consideration of Interlocal Agreement (COF Contract 2016-0116) for Non-Exclusive License and Data Sharing Between City of Franklin and Mallory Valley Utility District. (12/13/16 WS)
- Sponsors:** Fred Banner and Jordon Shaw
- Attachments:** [SKM_C3350161202164400.pdf](#)
7. [16-0969](#) Consideration Of Ordinance 2016-46, To Be Entitled: "An Ordinance To Rezone 19.11 Acres From Specific Development Variety SD□X (2.5, 36,480) District To Specific Development Variety SD□X (2.5, 44,000) District For The Property Located South Of Moores Lane And East Of Franklin Road, 580 Franklin Road (Branch Creek Crossing PUD Subdivision)." (11/17/16 FMPC 9-0, 12/13/16 WS & 1st Reading 7-0; 1/10/17 2nd Reading 8-0) THIRD AND FINAL READING
- Sponsors:** Ald. Ann Petersen and Brad Baumgartner
- Attachments:** [Branch Creek Crossing PUD Subd, DP, Rev 1 Map](#)
[Ord 2016-46 Branch Creek Crossing Rezoning Rev 1_with Map Law Approved](#)
[Branch Creek Crossing - Rezoning Request Rev. 1 \(11-3-16\)](#)
- Legislative History**
- | | | |
|----------|--|--|
| 11/17/16 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
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8. [16-0970](#) PUBLIC HEARING: Consideration Of Resolution 2016-74, To Be Entitled: "A Resolution Approving A Revised Development Plan For Branch Creek Crossing PUD Subdivision For The Property Located South Of Moores Lane And East Of Franklin Road, 580 Franklin Road." (11/17/16 FMPC 9-0; 12/13/16 WS)
- Sponsors:** Ald. Ann Petersen and Brad Baumgartner
- Attachments:** [2016-74 RES Branch Creek PUD DP Rev 4_with Map.Law Approved](#)
[Branch Creek Crossing PUD Subd, DP, Rev 1 Map](#)
[Branch Creek Crossing PUD Subd, DP, Rev 1 Conditions of Approval 01](#)
[Branch Creek Crossing - Development Plan Rev. 1 \(11-3-16\)](#)
[Arch Elevations](#)
- Legislative History**
- | | | |
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| 11/17/16 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
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9. [16-0971](#) Consideration Of Ordinance 2016-47, To Be Entitled: "An Ordinance To Rezone 195.5 Acres From Specific Development Variety (SD□R 1.72) District To Specific Development Variety (SD□R 2.02) District For The Property Located East Of Carothers Parkway And North Of Long Lane, 4413 South Carothers Road (Water's Edge PUD Subdivision)." (11/17/16 FMPC 9-0, 12/13/16 WS & 12/13/16 BOMA 1ST Reading 7-0; 8-0 01/10/17 2ND Reading) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen and Brad Baumgartner

Attachments: [2016-47 ORD Waters Edge PUD Subd Rezoning Rev 1_with Map.Law Approve](#)
[Waters Edge Rezoning Map Ord 2016-47](#)
[Water's Edge Rezoning Request Rev. 2 11.3.2016](#)

Legislative History

11/17/16	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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10. [16-0972](#) PUBLIC HEARING: Consideration of Resolution 2016-75, To Be Entitled: "A Resolution Approving A Revised Development Plan For Water's Edge Pud Subdivision For The Property Located East Of Carothers Parkway And North Of Long Lane, 4413 South Carothers Road. (11/17/16 FMPC 9-0; 12/13/16 WS)

Sponsors: Ald. Ann Petersen and Brad Baumgartner

Attachments: [2016-75 RES Waters Edge PUD DP Rev 4_with Map.Law Approved](#)
[Waters Edge DP Rev 4 Map Res 2016-75](#)
[Waters Edge PUD Subd, DP, Rev 4 Conditions of Approval 01](#)
[Water's Edge Development Plan Rev. 4 11.3.2016](#)
[Pages from Water's Edge Development Plan Rev. 4 Dev Plan Sheet Only](#)
[Pages from Water's Edge Development Plan Rev. 4 Arch Elevations](#)

Legislative History

11/17/16	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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11. [16-1019](#) *Consideration of Resolution 2016-86, a Resolution Authorizing the Mayor to Execute an Agreement with the Tennessee Consolidated Retirement System for Pension Plan Co-Investment Services. (12/1/16 Finance Committee 3-0, 12-13-16 WS)

Sponsors: Eric Stuckey and Russ Truell

Attachments: [2016-86 RES TCRS_with attachments Law Approved.pdf](#)
[TCRS Third Party Co-Investment Agreement](#)

Legislative History

12/1/16	Budget & Finance Committee	referred as a Consent Item to the Board of Mayor & Aldermen
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12. [16-1031](#) *Consideration of Resolution 2016-89, a Resolution to Adopt Budget Goals for FY 2017-2018 (12/1/16 Finance Committee 3-0)
- Sponsors:** Eric Stuckey and Michael Walters Young
- Attachments:** [Resolution 2016-89 Budget Goals FY 2018.pdf](#)
- Legislative History**
- | | | |
|---------|----------------------------|------------------------------|
| 12/1/16 | Budget & Finance Committee | referred to the Work Session |
|---------|----------------------------|------------------------------|
13. [16-1056](#) *Consideration of Resolution 2016-93, an Amended and Restated Resolution Authorizing the Issuance, Sale and Payment of up to \$12,000,000 in Aggregate Principal Amount of Water and Sewer System Revenue Bonds of the City of Franklin, Tennessee and Making Provision for the Operation of the Municipality and the Collection and Disposition of its Revenues
- Sponsors:** Eric Stuckey and Russ Truell
- Attachments:** [Resolution 2016-93 Restated Water and Sewer Revenue Bonds 12 13 16.pdf](#)
[Resolution 2015-85 Water and Sewer Revenue Bond adopted 10.25.16](#)
[CP Redline - City of Franklin Water and Sewer Revenue Resolution and City of](#)
14. [16-1060](#) CIP Update and Discussion of CIP Process and Second Tier Projects.
- Sponsors:** Eric Stuckey and Paul Holzen
- Attachments:** [CIP Presentation December 2016](#)
[CIP FY2017-2026 BOMASelections Weighted.pdf](#)
15. [16-0968](#) Proposed 2017 Calendar of Board of Mayor and Aldermen Meetings
- Sponsors:** Eric Stuckey
- Attachments:** [2017 BOMA meetings.pdf](#)

Other Business

Adjournment

Anyone requesting accommodations due to disabilities should contact ADA coordinator at 791-3277.

WATER AND SANITARY SEWER IMPACT FEES

CITY OF FRANKLIN

WATER MANAGEMENT

DECEMBER 13, 2016

DISCUSSION TOPICS

- IMPACT FEE STRUCTURE
- IMPACT FEE COMPARISONS
- IRRIGATION METERING

IMPACT FEE STRUCTURE

EXISTING STRUCTURE – BASED ON METER SIZE AND SPECIFIC FUND STRUCTURE (DOES NOT INCLUDE INSTALLATION FEE)

- LAST UPDATE 2007; SUBSEQUENT STUDY PERFORMED IN 2011
- CAN LIMIT EQUITABLE ASSESSMENT OF FEES DEPENDING ON DEMANDS – IMPACTS COSTS TO DEVELOPERS AND IMPACT FEE REVENUES FOR THE CITY
- ENCOURAGES DOWNSIZING OF METERS VERSUS APPROPRIATE METER SIZING – CITY CONTRASTED WITH UTILITY DISTRICTS
- DISCOURAGES THE USE OF FIRE SUPPRESSION SYSTEMS
- UNNECESSARILY LIMITS THE CITY'S ABILITY TO USE AVAILABLE FUNDS BASED ON A SNAPSHOT IN TIME OF PLANNED CAPITAL INVESTMENT PROJECTS

Meter Upsize (Inches)	Percentage Increase
0.75 to 1	30%
1 to 1.5	14%
1.5 to 2	3%
2 to 3	11%
3 to 4	4%
4 to 6	14%
6 to 8	2%

IMPACT FEE STRUCTURE

Sanitary Sewer					Water			
Access Fee	SDF	EDF	Sewer - EXISTING		Access Fee	SDF	Water - EXISTING	
\$ 2,100	\$ 1,444	\$ 450	\$ 3,994		\$ 1,186	\$ 903	\$ 2,089	
\$ 8,400	\$ 5,775	\$ 1,800	\$ 15,975		\$ 4,746	\$ 3,612	\$ 8,358	
\$ 20,160	\$ 13,860	\$ 4,320	\$ 38,340		\$ 11,390	\$ 8,619	\$ 20,009	
\$ 26,880	\$ 18,480	\$ 5,760	\$ 51,120		\$ 15,187	\$ 11,558	\$ 26,745	
\$ 58,800	\$ 40,425	\$ 12,600	\$ 111,825		\$ 33,222	\$ 25,284	\$ 58,506	
\$ 84,000	\$ 57,750	\$ 18,000	\$ 159,750		\$ 47,460	\$ 36,120	\$ 83,580	
\$ 201,600	\$ 138,600	\$ 43,200	\$ 383,400		\$ 113,904	\$ 86,688	\$ 200,592	
\$ 252,000	\$ 173,250	\$ 54,000	\$ 479,250		\$ 142,380	\$ 108,360	\$ 250,740	

IMPACT FEE STRUCTURE

PROPOSED STRUCTURE – BASED ON EQUIVALENT RESIDENTIAL UNIT (ERU)

- PROVIDES EQUITABLE ASSESSMENT OF FEES BASED ON PROJECTED DEMANDS BY THE DEVELOPER AS VERIFIED THROUGH CITY STAFF
- FEES TIED TO PROJECTED DEMANDS THAT DRIVE CAPITAL INVESTMENTS AND PLANNING
- ENCOURAGES METER SIZING BASED ON DEMANDS; ELIMINATES METER SIZING DECISIONS BASED ON FEES
- ENCOURAGES THE USE OF FIRE SUPPRESSION SYSTEMS

IMPACT FEE STRUCTURE

• PROPOSED STRUCTURE – BASED ON EQUIVALENT RESIDENTIAL UNIT (ERU)

- IMPACT FEE FOR SINGLE FAMILY HOME EQUAL TO ONE ERU
- MULTI-FAMILY HOMES CAN BE ASSESSED AT A FRACTION OF AN ERU
- NON-RESIDENTIAL IMPACT FEES BASED ON MULTIPLES OF THE ERU

IMPACT FEE STRUCTURE

PROPOSED STRUCTURE – BASED ON EQUIVALENT RESIDENTIAL UNIT (ERU)

Service	Daily Flow Basis (Municipal Code)	Proposed Cost/ERU	Existing Cost for ¾” Meter	Percent Increase*
Sanitary Sewer	350 GPD	\$ 5,460	\$ 3,994	37%
Water	350 GPD	\$ 3,477	\$ 2,089	66%
	TOTAL	\$ 8,937	\$ 6,083	47%

* Percent increase of ERU does not necessarily equate to percent increase of impact fee since the proposed assessment methodology differs from existing methodology.

IMPACT FEE STRUCTURE COMPARISONS – EXAMPLE 1

Meter Size	Meter Quantity	Projected Flow (GPD)	Sanitary Sewer Impact Fee (existing)	Existing Total Sanitary Sewer Fee	Water Impact Fee (existing)	Existing Total Water Fee	Existing Total Fee
0.75	67	23,450	\$ 3,994	\$ 267,598	\$ 2,089	\$ 139,963	\$ 407,561
1	-	-	\$ 15,975	\$ -	\$ 8,358	\$ -	\$ -
1.5	-	-	\$ 38,340	\$ -	\$ 20,009	\$ -	\$ -
2	-	-	\$ 51,120	\$ -	\$ 26,745	\$ -	\$ -
3	-	-	\$ 111,825	\$ -	\$ 58,506	\$ -	\$ -
4	-	-	\$ 159,750	\$ -	\$ 83,580	\$ -	\$ -
6	-	-	\$ 383,400	\$ -	\$ 200,592	\$ -	\$ -
8	-	-	\$ 479,250	\$ -	\$ 250,740	\$ -	\$ -
TOTALS	67	23,450		\$ 267,598		\$ 139,963	\$ 407,561

Utility	Projected Flow from Developer	Daily Flow Basis	Calculated SFUEs	Cost/SFUE	Impact Fee	Percent Increase
Sanitary Sewer	23,450	350	67	\$ 5,460	\$ 365,820	37%
Water	23,450	350	67	\$ 3,477	\$ 232,959	66%
TOTALS					\$ 598,779	47%

IMPACT FEE STRUCTURE COMPARISONS – EXAMPLE 2

Meter Size	Meter Quantity	Projected Flow (GPD)	Sanitary Sewer Impact Fee (existing)	Existing Total Sanitary Sewer Fee	Water Impact Fee (existing)	Existing Total Water Fee	Existing Total Fee
0.75	31	-	\$ 3,994	\$ 123,814	\$ 2,089	\$ 64,759	\$ 188,573
1	1	-	\$ 15,975	\$ 15,975	\$ 8,358	\$ 8,358	\$ 24,333
1.5	-	-	\$ 38,340	\$ -	\$ 20,009	\$ -	\$ -
2	-	-	\$ 51,120	\$ -	\$ 26,745	\$ -	\$ -
3	-	-	\$ 111,825	\$ -	\$ 58,506	\$ -	\$ -
4	2	-	\$ 159,750	\$ 319,500	\$ 83,580	\$ 167,160	\$ 486,660
6	-	-	\$ 383,400	\$ -	\$ 200,592	\$ -	\$ -
8	-	-	\$ 479,250	\$ -	\$ 250,740	\$ -	\$ -
TOTALS	34	123,450		\$ 459,289		\$ 240,277	\$ 699,566

Utility	Projected Flow from Developer	Daily Flow Basis	Calculated SFUEs	Cost/SFUE	Impact Fee	Percent Increase
Sanitary Sewer	123,450	350	352.7	\$ 5,460	\$ 1,925,820	319%
Water	123,450	350	352.7	\$ 3,477	\$ 1,226,388	410%
TOTALS					\$ 3,152,208	351%

IMPACT FEE STRUCTURE COMPARISONS – EXAMPLE 3

Meter Size	Meter Quantity	Projected Flow (GPD)	Sanitary Sewer Impact Fee (existing)	Existing Total Sanitary Sewer Fee	Water Impact Fee (existing)	Existing Total Water Fee	Existing Total Fee
0.75	-	-	\$ 3,994	\$ -	\$ 2,089	\$ -	\$ -
1	-	-	\$ 15,975	\$ -	\$ 8,358	\$ -	\$ -
1.5	1	1,280	\$ 38,340	\$ 38,340	\$ 20,009	\$ 20,009	\$ 58,349
2	-	-	\$ 51,120	\$ -	\$ 26,745	\$ -	\$ -
3	-	-	\$ 111,825	\$ -	\$ 58,506	\$ -	\$ -
4	-	-	\$ 159,750	\$ -	\$ 83,580	\$ -	\$ -
6	-	-	\$ 383,400	\$ -	\$ 200,592	\$ -	\$ -
8	-	-	\$ 479,250	\$ -	\$ 250,740	\$ -	\$ -
TOTALS	1	1,280		\$ 38,340		\$ 20,009	\$ 58,349

Utility	Projected Flow from Developer	Daily Flow Basis	Calculated SFUEs	Cost/SFUE	Impact Fee	Percent Increase
Sanitary Sewer	1,280	350	3.7	\$ 5,460	\$ 19,968	-48%
Water	1,280	350	3.7	\$ 3,477	\$ 12,716	-36%
TOTALS					\$ 32,684	-44%

IMPACT FEE STRUCTURE COMPARISONS – EXAMPLE 4

Meter Size	Meter Quantity	Projected Flow (GPD)	Sanitary Sewer Impact Fee (existing)	Existing Total Sanitary Sewer Fee	Water Impact Fee (existing)	Existing Total Water Fee	Existing Total Fee
0.75	-	-	\$ 3,994	\$ -	\$ 2,089	\$ -	\$ -
1	-	-	\$ 15,975	\$ -	\$ 8,358	\$ -	\$ -
1.5	-	-	\$ 38,340	\$ -	\$ 20,009	\$ -	\$ -
2	-	-	\$ 51,120	\$ -	\$ 26,745	\$ -	\$ -
3	1	17,500	\$ 111,825	\$ 111,825	\$ 58,506	\$ 58,506	\$ 170,331
4	2	31,330	\$ 159,750	\$ 319,500	\$ 83,580	\$ 167,160	\$ 486,660
6	-	-	\$ 383,400	\$ -	\$ 200,592	\$ -	\$ -
8	-	-	\$ 479,250	\$ -	\$ 250,740	\$ -	\$ -
TOTALS	3	48,830		\$ 431,325		\$ 225,666	\$ 656,991

Utility	Projected Flow from Developer	Daily Flow Basis	Calculated SFUEs	Cost/SFUE	Impact Fee	Percent Increase
Sanitary Sewer	48,830	350	139.5	\$ 5,460	\$ 761,748	77%
Water	48,830	350	139.5	\$ 3,477	\$ 485,091	115%
TOTALS					\$ 1,246,839	90%

IRRIGATION SYSTEMS

EXISTING METHODOLOGIES TO RELATED TO IRRIGATION SYSTEMS

IRRIGATION METER IMPACT FEE

WATER USER FEES ASSOCIATED WITH IRRIGATION METERS IS THE SAME AS POTABLE WATER

DECLINING WASTEWATER RATE STRUCTURE THAT ACKNOWLEDGES INCREASED WATER CONSUMPTION CAN BE ASSOCIATED WITH IRRIGATION AND OTHER USES THAT MAY NOT ENTER THE WASTEWATER STREAM

INCLINING WATER RATE STRUCTURE TO CAPTURE COSTS ASSOCIATED WITH LARGE DEMANDS CAUSED BY IRRIGATION AND OTHER USES

EXPRESSED CONCERNS OF EXISTING STRUCTURE

IMPACT FEE TOO COSTLY TO REALIZE AN ACCEPTABLE RETURN ON INVESTMENT

IRRIGATION THROUGH POTABLE WATER SERVICE LINE INCLUDES SANITARY SEWER FEES

COMMON OPTIONS

IRRIGATION SYSTEM METERING

SEASONAL PRICING CONCEPT

Meter Size	Irrigation Meter Fee
¾"	\$
1"	\$
1½"	\$
2"	\$
3"	\$
4"	\$
6"	\$
8"	\$

IRRIGATION SYSTEM METERING

• OPERATIONS CONSIDERATIONS OF SEPARATE IRRIGATION METERS

- IMPROVES METRICS ON WATER USAGE
- MORE EQUITABLE WITH RESPECT TO SANITARY SEWER CHARGES
- INCREASES CITY METERING INFRASTRUCTURE
- POTENTIAL TO CONSIDERABLY INCREASE DEMANDS ON THE DRINKING WATER SYSTEM

• IMPACT FEE AND RATE CONSIDERATIONS

- IRRIGATION METER IMPACT FEE STRUCTURE
 - AFFORDABILITY VS. EQUITABILITY
 - WATER NECESSITY VS. “LUXURY WATER”
- IMPACTS TO WATER AND SANITARY SEWER USER RATES

IRRIGATION SYSTEM SEASONAL PRICING

• OPERATIONS CONSIDERATIONS OF SEPARATE IRRIGATION METERS

- METRICS ON WATER USAGE RELIES MORE ON ESTIMATES
- SANITARY SEWER CHARGES ARE BASED ON ESTIMATES IN SUMMER MONTHS; ACCURACY DECREASES
- DECREASES CITY METERING INFRASTRUCTURE
- POTENTIAL TO CONSIDERABLY INCREASE DEMANDS ON THE DRINKING WATER SYSTEM

• IMPACT FEE AND RATE CONSIDERATIONS

- IRRIGATION METER IMPACT FEE STRUCTURE
 - AFFORDABILITY VS. EQUITABILITY
 - WATER NECESSITY VS. “LUXURY WATER”
- IMPACTS TO WATER AND SANITARY SEWER USER RATES

DISCUSSION AND ANTICIPATED NEXT STEPS

- DISCUSS AND RECEIVE INPUT FROM BOMA DURING THIS AND SUBSEQUENT MEETINGS
- PRESENT A COMPREHENSIVE FEE STRUCTURE TO INCLUDE TRAFFIC IMPACT FEES, COUNTY EDUCATION IMPACT FEES AND WATER & SANITARY SEWER IMPACT FEES
- EDUCATIONAL STEPS WITH DEVELOPMENT COMMUNITY
- DRAFT A RECOMMENDED ORDINANCE BASED ON INPUT; ANTICIPATED IMPLEMENTATION OF JULY 1, 2017



City of Franklin, TN

Water & Sewer Impact Fee Analysis

Presented: December 13, 2016

Jim Marshall | Jackson Thornton Utilities Consultants



Impact Fees - Definition

- A contribution of capital toward existing or planned future plant facilities necessary to meet the service needs of new customers to which such fees apply.
- Two methods used to determine the amount of these charges are the buy-in method and the incremental-cost pricing method.
- Charges are intended to provide funds to be used to finance all or part of capital improvements necessary to serve new customers.

*AWWA's, Principles of Water Rates, Fees and Charges, p328

Impact Fees – Methodologies

- Equity (Buy-In) Method – This approach attempts to assess new customers a fee to approximate the equity position of current customers. (AWWA M-1, p199)
 - This approach is used on the Water Distribution System and the Sewer Collection System
- Incremental Cost Method – assigns to new development the incremental cost of system expansion needed to serve the new development. (AWWA M-1, p202)
 - This approach is used on the Water Treatment expansion and the Sewer Treatment expansion.

Process Overview

1. Develop Equivalent Residential Unit
2. Equity Buy In - Determine existing customers' "equity" position in the water distribution and sewer collection systems.
3. Equity Buy In - Calculate the average cost per ERU on the existing water distribution and sewer collection systems.
4. Incremental Cost - Determine projected capacity expansion related investments at the water and sewer treatment plants.
5. Calculate the average cost per ERU on the expanded treatment facilities for both water and sewer.
6. The Equity Buy-In cost per ERU and the Incremental cost per ERU are then added together for water and again for sewer to arrive at the calculated Impact Fee for each system.

Water – Develop Equivalent Residential Unit, p1 of 2

- Develop Equivalent Residential Unit
 - Residential Class meter – City Code, 350 gallons/day/meter
 - Non-Residential Class – based on actual consumption for FY 2015
 - This is reflective of the utility's operation and planning approach.
 - Applies to both the Equity Buy-In Approach and the Incremental Cost Approach.

Water – Develop Equivalent Residential Unit, p2 of 2

EQUITY (BUY-IN) METHOD

FY 2015

Annual Residential Billings	191,684
Monthly Usage/Residential Customer (350 Gals/day)	10,646
Annual Usage/Residential Customer (350 Gals/day)	127,750
Residential Class Code Capacity (Gals)	2,040,635,917
Actual Non-Residential Class Usage (Gals)	409,853,116
Total Design Based Capacity	<u>2,450,489,033</u>
Equivalent Residential Units (ERU)	19,182
(Total Design Capacity/Annual Usage/Residential Customer)	

Water - Determine Customers' Investment in Distribution Plant

EQUITY (BUY-IN) METHOD

FY 2015

Distribution Plant Valuation	\$ 53,110,748
Less: Contributed Capital	\$ 17,365,939
Less: Distribution Bonds/Grants	\$ 3,222,212
Current Investment in Plant	<u>\$ 32,522,597</u>

Water – Calculate the avg. investment per ERU in existing distribution plant

EQUITY (BUY-IN) METHOD

FY 2015

Equivalent Residential Units (ERU) (Total Design Capacity/Annual Usage/Residential Customer)	19,182
Distribution Plant Valuation	\$ 53,110,748
Less: Contributed Capital	\$ 17,365,939
Less: Distribution Bonds/Grants	\$ 3,222,212
Current Investment in Distribution Plant	<u>\$ 32,522,597</u>
Average Cost/ERU (Plant Investment/ERU)	\$ 1,695

Water – Incremental Cost Approach

INCREMENTAL COST METHOD

Present - 2020

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

Water – Hybrid Results

HYBRID CONSOLIDATION	
Equity (Buy-In) Method - Distribution	\$ 1,695
Incremental Cost - Treatment	\$ 1,782
Hybrid Approach - Cost per ERU	<u>\$ 3,477</u>

Projected Monthly Usage (Gals)	Multiplier	Impact Fee
10,646	1.00	\$ 3,477
11,000	1.03	\$ 3,593
12,000	1.13	\$ 3,920
15,000	1.41	\$ 4,900
18,000	1.69	\$ 5,880
20,000	1.88	\$ 6,533
25,000	2.35	\$ 8,166
30,000	2.82	\$ 9,799
40,000	3.76	\$ 13,066
50,000	4.70	\$ 16,332
1,000,000	93.93	\$ 326,643

Sewer – Development of the Equivalent Residential Unit

EQUITY (BUY-IN) METHOD

FY 2015

Annual Residential Billings	250,365
Monthly Usage/Residential Customer (350 Gals/day)	10,646
Annual Usage/Residential Customer (350 Gals/day)	127,750
Residential Class Code Capacity (Gals)	2,665,344,063
Actual Non-Residential Class Usage	794,586,882
Total Design Based Capacity	<u>3,459,930,945</u>
Equivalent Residential Units (ERU)	27,084
(Total Design Capacity/Annual Usage/Residential Customer)	

Sewer - Determine Customers' Investment in Collection Plant

EQUITY (BUY-IN) METHOD

FY 2015

Collection Plant Valuation	\$ 120,935,562
Less: Contributed Capital	\$ 56,239,910
Less: Bonds/Grants	\$ 11,600,487
Current Investment in Collection Plant	<u>\$ 53,095,165</u>

Sewer – Calculate the avg. investment per ERU in existing collection plant

EQUITY (BUY-IN) METHOD

FY 2015

Equivalent Residential Units (ERU) **27,084**
(Total Design Capacity/Annual Usage/Residential Customer)

Collection Plant Valuation	\$ 120,935,562
Less: Contributed Capital	\$ 56,239,910
Less: Bonds/Grants	\$ 11,600,487
Current Investment in Collection Plant	<u>\$ 53,095,165</u>

Average Cost/ERU	\$ 1,960
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Sewer – Incremental Cost Approach

INCREMENTAL COST METHOD

Present - 2020

Projected Investment	\$ 40,000,000
Projected Capacity	1,460,000,000
Annual Usage/Customer (Gals)	127,750
Percentage of Capacity	0.008750%
Average Cost/ERU	\$ 3,500

Sewer – Hybrid Results

HYBRID CONSOLIDATION

Equity (Buy-In) Method - Collection	\$	1,960
Incremental Cost - Treatment	\$	3,500
Hybrid Approach	\$	5,460

Projected Monthly Usage (Gals)	Multiplier	Impact Fee
10,646	1.00	\$ 5,460
11,000	1.03	\$ 5,642
12,000	1.13	\$ 6,155
15,000	1.41	\$ 7,694
18,000	1.69	\$ 9,232
20,000	1.88	\$ 10,258
25,000	2.35	\$ 12,823
30,000	2.82	\$ 15,387
40,000	3.76	\$ 20,517
50,000	4.70	\$ 25,646
1,000,000	93.93	\$ 512,916



Americans with Disabilities Act (ADA)

Self-Evaluation & Transition Plan

Agenda

- Background & History of ADA
- Self-Evaluation
- Transition Plan
- Why Now?
- Steps to Compliance



Background & History of ADA

- Predecessors to ADA:
 - Civil Rights Act of 1964
 - Architectural Barriers Act of 1968
 - New Federal Facilities Must Be Accessible
 - Rehabilitation Act of 1973
 - Section 504 – Programs and Facilities funded with Federal Money Must Be Accessible



Background & History of ADA

- Americans with Disabilities Act (ADA) of 1990:
 - Signed into Law on July 26, 1990
 - Modeled after Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973
 - “Prohibits discrimination and guarantees that people with disabilities have the same opportunities as everyone else to participate in the mainstream of American life...” (from ADA.gov)
 - Enjoy Employment Opportunities,
 - Purchase Goods and Services, and
 - Participate in State and local government programs and services.



Background & History of ADA

- Americans with Disabilities Act (ADA) of 1990 (cont'd):
 - Title I – Employment
 - Title II – State and Local Governments (Public Services)
 - Subpart A – General
 - Subpart B – General Requirements
 - Subpart C – Employment
 - Subpart D – Program Accessibility
 - Subpart E – Communication
 - Subpart F – Compliance Procedures
 - Subpart G – Designated Agencies
 - Title III – Public Accommodations and Services Operated by Private Entities
 - Title IV – Telecommunications
 - Codified in Title 47, Chapter 5, of the United States Code.
 - Title V - Miscellaneous



Background & History of ADA

- Americans with Disabilities Act (ADA) of 1990 (cont'd):
 - Title II – State and Local Governments (Public Services)
 - Subpart D – Program Accessibility
 - Section 35.149 – Discrimination Prohibited

“...no qualified individual with a disability shall, because a public entity’s facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of public entity, or be subjected to discrimination by any public entity.”
 - Section 35.151 (a) (1) – New Construction and Alterations

“Each facility or part of a facility constructed by, on behalf of, or for the use of a public entity shall be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992.



Background & History of ADA

- Americans with Disabilities Act (ADA) of 1990 (cont'd):
 - Title II – State and Local Governments (Public Services)
 - Subpart E – Communications
 - Section 35.160 (a) (1) – General

“A public entity shall take appropriate steps to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with others.”
 - Section 35.160 (b) (1) – General

“A public entity shall furnish appropriate auxiliary aids and services where necessary to afford qualified individuals with disabilities, including applicants, participants, companions, and members of the public, an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity of a public entity.”





City of Franklin approach

- The City of Franklin has incorporated accessibility in all of its new construction projects and major renovations for public facilities (transportation and buildings).
- For many years the City has incorporated annual funding for upgrading of access ramps to meet ADA standards and to make repairs to sidewalks.
- As a part of the City's annual street resurfacing program, ramps and sidewalks are reviewed for compliance with ADA standards and appropriate repairs are made.
- The City has maintained a specific role of ADA coordinator, which has been fulfilled by the City's Risk Manager.
- As we move forward, a more formalized inventory of public facilities and the City's transition plan will be maintained.



Self-Evaluation

- ADA Title II, Subpart A – General, Section 35.105
 - A public entity shall, within one year of the effective date of this part, evaluate its current services, policies, and practices, and the effects thereof, that do not or may not meet the requirements of this part and, to the extent modification of any such services, policies, and practices is required, the public entity shall proceed to make the necessary modifications.
 - Effective Date was January 26, 1992. Therefore, self-evaluation was originally required to be complete by January 26, 1993.
 - A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments.
 - A public entity that employs 50 or more persons shall, for at least three years following completion of the self-evaluation, maintain on file and make available for public inspection:
 - A list of the interested persons consulted;
 - A description of areas examined and any problems identified; and
 - A description of any modifications made.



Self-Evaluation

- Current Standards
 - 2010 Standards for Accessible Design
 - 28 CFR part 35.151 - New Construction and Alterations (1992)
 - 36 CFR part 1191 – ADA Accessibility Guidelines (ADAAG) (2004)
- Additional Upcoming Standards
 - Public Right-of-Way Accessibility Guidelines (PROWAG)
 - Draft Issued July 26, 2011
 - Specifically Related to Pedestrian Facilities in the Public Rights-of-Way
 - Supplemental Notice in 2013 for Shared Use Paths
 - Recommended for Use by Federal Highway Administration (FHWA)
 - Adopted by TDOT; Must be followed on all projects within State ROW or utilizing TDOT funding.



Self-Evaluation

- What infrastructure has to be evaluated?
- All infrastructure and public facilities
- Staff recommends splitting the task into three (3) parts:
 - Pedestrian Facilities in the Right-of-Way
 - Sidewalks & Trails (Approx. 350 Miles)
 - Curb Ramps (Approx. 7,000+)
 - Transit Stops (74)
 - Pedestrian Signals (115 Signalized Intersections)
 - On-street Parking
 - Public Buildings/Facilities (includes Parking Lots)
 - Parks



Transition Plan

- What do we do with all this data from our self-evaluation?
- Create a Transition Plan
 - Originally required by 28 CFR 35.150 (d) within six (6) months of January 26, 1992 for any public entity that employs 50 or more people. Although the 2010 regulations do not specifically require a new self-evaluation or transition plan, public entities are encouraged to do so.
- The plan shall, at a minimum:
 - Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
 - Describe in detail the methods that will be used to make the facilities accessible;
 - Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and
 - Indicate the official responsible for implementation of the plan.



Why Now?

- This was originally required by the ADA Act of 1990 – IT'S THE LAW!
- Increased liability for ADA lawsuits (both federal and private)
- On July 19, 2000, the U.S. Department of Justice (DOJ) announced an initiative dubbed “Project Civic Access” to ensure that cities, towns, and villages comply with the ADA.
 - If the state or local government is not in full compliance with the ADA, then the DOJ will work “with” them to bring them into compliance.
 - The DOJ will dictate the necessary improvements and the timeframe for completing those improvements.
- By December 1, 2016, the FHWA Tennessee Division is requiring:
 - All affected Local Public Agencies (LPAs) (those with 50 or more employees) shall identify and ADA Coordinator; and
 - TDOT shall develop a Statewide Action Plan that defines when each LPA will complete their self-evaluation and individual ADA Transition Plan.
 - LPAs' ADA Transition Plans must be completed prior to Federal approval of the Fiscal Year 2020-2023 Statewide Transportation Improvement Program (STIP) and 2020 Statewide Planning Finding in December 2019.
 - Failure to adhere to the requirements of the ADA and Section 504 could result in a future Statewide Planning Finding corrective action or partial federal approval of the STIP covering only a portion of the State.

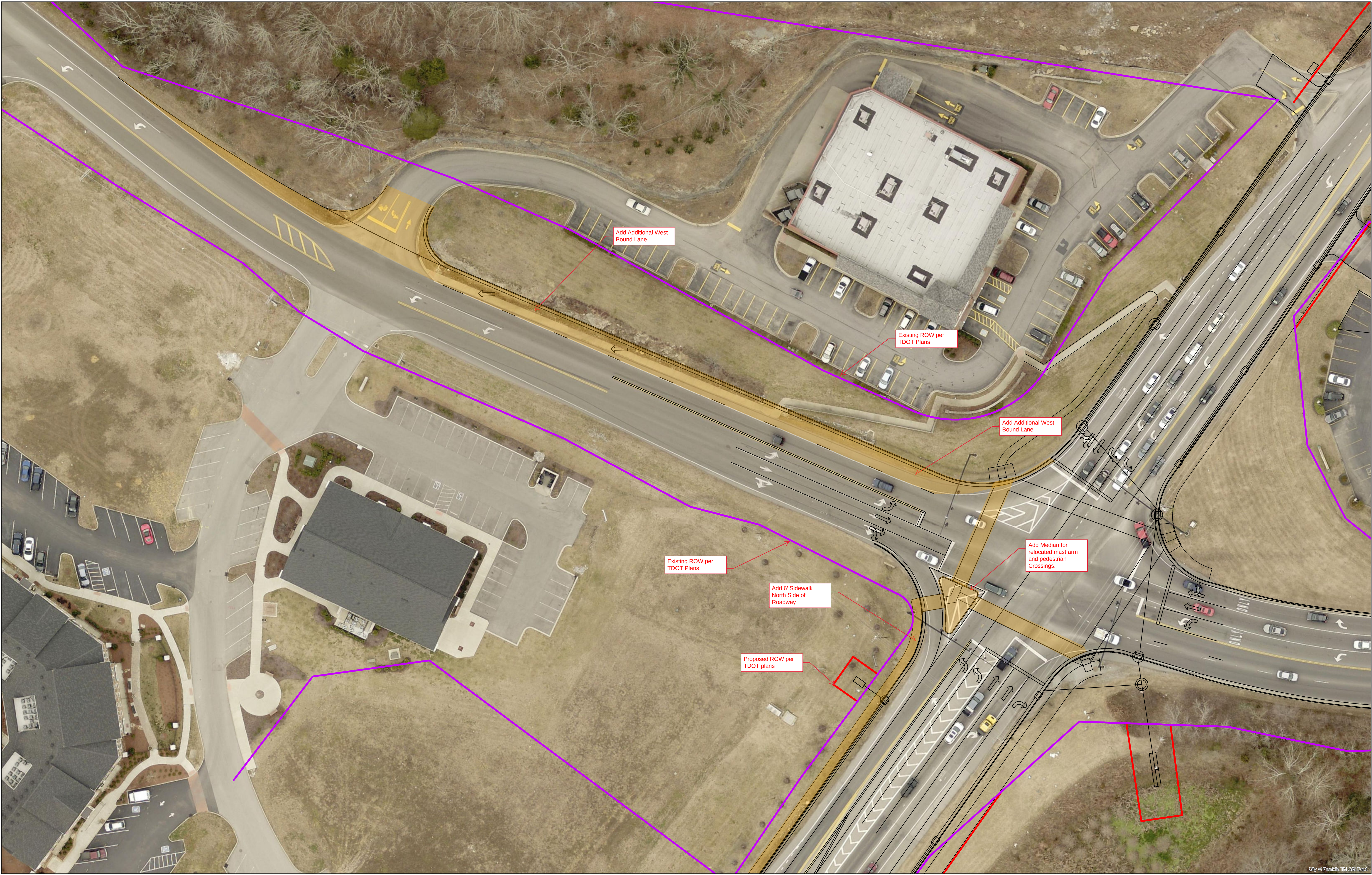
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Steps to Compliance

- Designate an ADA Coordinator (**Complete**)
- Provide Public Notice about ADA Requirements & Establish a Grievance Procedure (**Complete**)
 - <http://www.franklin.tn.gov/government/human-resources/americans-with-disabilities-act>
- Develop Internal Design Standards, Specifications, and Details (**Complete – Staff working on latest update**)
- Perform Self-Evaluation/inventory and develop formal, updated Transition Plan (**Soon – Plan needs formalized**)
- Monitor Progress on Implementation of Transition Plan (**Ongoing**)





**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE FRANKLIN ROAD WIDENING PORJECT
COF Contract No. 2016-0353**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2016, by and between the **City of Franklin, Tennessee** ("City") and **Gresham Smith and Partners** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Franklin Road Widening Project, dated the 5 day of December 2016; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional engineering and survey work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering and surveying services, as described in Attachment A, for an amount not to exceed **TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their letter of proposal (**Attachment A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Attachment A for an amount not to exceed **TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00)**.

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

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

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without

notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated December 5, 2016, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Gresham Smith and Partners

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Kristen L. Corn, Assistant City Attorney



G R E S H A M
S M I T H A N D
P A R T N E R S

COF 2016-0353 - Amendment 1
Attachment A
PG 1 of 4

Scope of Work for Lynwood Way, Signals at Davenport and Moore's, Field Survey and Sidewalk addition

City of Franklin, Tennessee

Description of Engineering Services

The purpose of these services is to widen Lynwood Way to the Walgreen's entrance, modify the signal design at Moore's Lane/Lynwood Way, add a new signal at Davenport Boulevard and add concrete sidewalk along the west side of Franklin Road within the COF city limits. Survey will be required for the Lynwood Way widening.

We believe the following services to be provided by task as listed below will be necessary to meet the City of Franklin's requirements.

A. Perform Field Survey for Lynwood Way

In order to design the widening of Lynwood Way from Moore's Lane to the Walgreen's entrance, GS&P will need to perform field survey to supplement the current survey of Franklin Road. The items that will be necessary for this survey include:

- Collect all data with GEOPAK codes and process with GEOPAK (TDOT STANDARDS)
- No boundary line location.
- Datum based upon control points indicated on Project NH/STP-M6(83)
- Locate markings by Tennessee One Call

B. Traffic Signal Design Services

Traffic signal design services include signal design in conjunction with the intersection improvements including a signal timing plan for the intersections of Franklin Road/Moores Lane (in the City of Brentwood), and Franklin Road/Davenport Boulevard (in the City of Franklin) .

Signal plans will be prepared according to TDOT, City of Brentwood, and City of Franklin specifications and submitted for review at 70%, 90% and 100% plans completion. Signal design will include the following:

- Type and location of signal poles
- Signal head type and placement
- Pedestrian equipment type and placement
- Controller cabinet placement and type
- Detector design and placement
- Battery backup cabinet placement and type
- Emergency vehicle preemption placement and type
- Traffic signal interconnect design and placement
- Wiring diagram



Paul Holzen
November 29, 2016
Page 2

COF 2016-0353 - Amendment 1
Attachment A
PG 2 of 4

- Phasing diagram
- Signal timing plans
- Roadway marking and striping throughout the intersection
- Specifications/Construction notes

The signal coordination task consists of developing four (4) new coordinated traffic signal timing plans for the three (3) intersections on Franklin Road. The goal of this task is to provide a reduction in travel time and overall vehicle delay for the area. The following services are included:

- Collect eight hour turning movement counts at each intersection (Franklin Road/Davenport Blvd and Franklin Road/Moores Lane)
- Develop Synchro 8 simulation model of the existing signal system. This model will be the baseline used to document improvements made in travel time, queue lengths, levels of service and overall vehicular delay.
- Baseline models will be developed for each of the following periods:
 - o Weekday AM Peak timing plan;
 - o Weekday midday Peak timing plan;
 - o Weekday PM Peak timing plan;
 - o Weekday Off-Peak timing plan;
 - o Local Controller Setting Development
 - o GS&P will calculate and will develop values for the following local controller settings (Minimum vehicular green, yellow clearance interval, all-red clearance interval, pedestrian walk time, and pedestrian flashing don't walk time) in accordance with Institute of Transportation Engineer (ITE) recommendations.
- Cycle Length Evaluation
 - o Using Synchro, GS&P will evaluate the required cycle length for the two signals using coordination factors and operational observations at each signal.
- Cycle, Split, Offset and Phase Sequence Development
 - o After the cycle lengths for each plan are selected, each intersection will be evaluated to find the optimal phase splits for each phased movement. The optimum offsets will be determined in an attempt to maximize the arterial bandwidth and minimize delay. SimTraffic will be used to observe system operation.
- Time-of-Day Schedule Development
 - o Using the data collected, GS&P will develop a Time-of-Day and Day-of-Week schedule for each intersection. The schedule will ensure the optimal cycle split and offset are running at the times needed.



Paul Holzen
November 29, 2016
Page 3

COF 2016-0353 - Amendment 1
Attachment A
PG 3 of 4

- Comparison to Baseline
 - o The resulting models will be compared to the baseline model and improvements will be documented in Excel formatted spreadsheets.
- Development and testing of signal timing plans
 - o GS&P will develop the timing plans and test them prior to implementation by the City of Franklin engineering staff
 - o GS&P will develop the timing plans and test them prior to implementation by GS&P and the City of Brentwood

C. Add sidewalk to west side of Franklin Road within COF City Limits

The City of Franklin is requesting that the graded space behind the curb on the West side of Franklin Road from the beginning of the project to the Moore's Lane intersection, include a 5' concrete sidewalk. This is approximately 1500' of additional sidewalk. GS&P will update the cross sections, proposed layout, typical sections and quantities accordingly.

Lynwood Way shall be curb and gutter.

D. Widen Lynwood Way from Moore's Lane to the Walgreen's Driveway

The City of Franklin is requesting that Lynwood Way be widened to 5-lanes, from the intersection with Franklin Road to the Walgreen's Driveway. This is approximately 650' of new alignment that will need to be added to the project. This will include new plan sheets, new profile, new typical sections, new drainage design, quantities calculations and all other tasks necessary to fully design and include this in the Franklin Road TDOT Construction plans.

Deliverable

Electronic plans submittal

Phase 2	• Final Design • Final Signal Design	\$27,000.00
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Paul Holzen
November 29, 2016
Page 4

COF 2016-0353 - Amendment 1
Attachment A
PG 4 of 4

Services not included in the scope of work include:

- Geotechnical services
- Additional data collection (counts)
- NEPA Assessments and Documentation
- Signal warrant studies
- Utility Relocation Design Services and Plans
- Right-of-way or easement acquisition, exhibits, descriptions or other related services
- Post Design or 'on call' services after project work has been accepted and completed
- Retaining wall design
- Permit preparation and fees
- Lighting design



Order Form
COF Contract No. 2016-0298

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software License Agreement, Contract No. 2010-0045, between Infor Public Sector, Inc. ("Infor") and City of Franklin, TN ("Licensee") with an effective date of 5/12/2010 (the "License Agreement"). As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

I. Component Systems

Prod - Franklin

	Part # (if applicable)	Component Systems	User Restriction* Quantity	Type	Support Level**
1	HAN-MOBILE-WM	Infor Field Inspector Work Management	25	DV	XT
			Total License Fee: \$ 25,000.00		

* If specified in the User Restriction field:

- **"DV" = Device** - Quantity represents the maximum number of individual workstation devices including but not limited to a shop floor computer, hand held scanner, mobile phone (i) on which the Component System is installed and/or
(ii) which access the Server software for the purpose of passing the collected data from the device to a server database, regardless of whether the device is connected to the Server at any instant in time.

**** Support Level:**

****Support Level:** Descriptions of the Support levels can be found at

<http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>.

"XT" = Infor Essential (24x5) / "XTP" = Infor Premium (24x7) / "XTE" = Infor Elite (24x7) Plus

II. Support Services

Annual Support Fee: \$ 5,000.00

Annual Escalation Percentage Cap (effective after the Initial Term): 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.

Initial Term of Support: Order Form Date through 1 year from Order Form Date.

Fee for Initial Term of Support: \$5,000.00

Total Amount Due (before applicable taxes): \$ 30,000.00

Payment Terms:

Payment is due within 30 days of Order Form Date.

Unless otherwise specified all amounts are in
United States Dollar

Currency: USD

Equipment (on which Component Systems will be installed):

Computer Platform:		Model:	
Operating System:		DBMS:	
Serial Number:			
Software Serial #			

Licensee

Account ID: 372268

Infor GL ID: US06A

Account

Executive Name: Matt Dey

Location where equipment is located (if blank, the Delivery Address shall be the licensed Equipment location):

Delivery Address:	Invoice Address:
City of Franklin, TN 109 Third Avenue South Suite 111 Franklin, TN 37065 USA	City of Franklin, TN 109 Third Avenue South Suite 111 Franklin, TN 37065 USA
Contact Name: Jordon Shaw	Contact Name: Jordon Shaw
Contact Title:	Contact Title:
Contact Phone: 615-550-6624	Contact Phone: 615-550-6624
Contact email: jordon.shaw@franklin.tn.gov	Contact email: jordon.shaw@franklin.tn.gov

III. Additional Terms

Delivery is FOB Shipping Point.

Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.

Mobile Software Supplement

The Mobile Software Supplement attached hereto and incorporated herein (the "Mobile Supplement"), sets forth additional terms and conditions applicable to Licensee's access to and use of the Mobile Software described in this Order Form. The terms of the Agreement are hereby amended by the Mobile Supplement as it relates to the Mobile Software. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Mobile Supplement, the provisions of the Mobile Supplement shall govern and control.

Google Third Party Products

1) Google, Inc. ("Google") retains all ownership and intellectual property rights in any Google Third Party Products, including but not limited to applicable "Google Content" licensed with or otherwise accessible via any Subscription Services, Subscription Software or Component Systems provided or licensed hereunder. "Google Content" means any content provided by Google through any Google Third Party Products or services (whether created by Google or its third party provider licensors), including map and terrain data, photographic imagery, and traffic data; 2) Licensee is prohibited from publication of benchmark tests run on any Google Third Party Products; 3) Google is a third party beneficiary to this Order Form and any agreements between Licensee and Infor, which govern this Order Form; 4) In connection with the Google Third Party Products, Licensee shall at all times comply with the then current terms located at the following URLs: (i) the Google Maps / Google Earth Additional Terms of Service at: http://maps.google.com/help/terms_maps.html; (ii) the Google Maps / Google Earth Legal Notices at: http://maps.google.com/help/legalnotices_maps.html; and (iii) the Google Service's Acceptable Use Policy at: https://www.google.com/work/earthmaps/legal/universal_aup.html.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties

Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.2702 and by a license agreement.

By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

Effective date of this Order Form: _____ (the "Order Form Date"), to be completed by Infor upon countersignature.

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

for: **Infor Public Sector, Inc.**

Signature
Susan Erdely

Typed or Printed Name
Director, Contracts

Title

November 29, 2016

Date

for: **City of Franklin, TN**
(Licensee)

Signature
Dr. Ken Moore

Typed or Printed Name
Mayor

Title

Date

Approved as to form:

Kristen L. Corn

MOBILE APPLICATION SUPPLEMENT

In connection with Licensee's license to the Mobile Software (the "Mobile Application") as specified in the Order Form to which this Mobile Supplement ("Supplement") is attached, Licensee may use certain Infor-licensed Software (the "Software") on the Mobile Application through certain Apple or Android devices. The Mobile Application may be used on either an Apple device or an Android device, as specified by Apple or Google. If Licensee elects to use the Mobile Application on an Apple device, the Mobile Application is separately distributed exclusively by Apple through the App Store pursuant to the Apple Terms of Use. If Licensee elects to use the Mobile Application on an Android device, the Mobile Application is separately distributed exclusively by Google through Google Play pursuant to the Google Terms of Service. In order to use the Mobile Application on an Apple device, Licensee Users must separately agree to the Apple Terms of Use prior to downloading the Mobile Application, and in order to use the Mobile Application on an Android device, Licensee users must separately agree to the Google Terms of Service. If Licensee Users do not agree to these separate terms, then use of the Mobile Application will not be permitted on the respective Apple-supported or Google-supported device. At the time of download of the Mobile Application from the App Store or Google Play, as applicable, Licensee Users will be prompted to agree to either the Apple Terms of Use or the Google Terms of Service by checking a box displayed at the end of these terms or by clicking an "Agree" or similar button where this option is provided, or Licensee Users will be deemed to have accepted such terms by using the Mobile Application. Notwithstanding the foregoing, the Agreement to which this Supplement is attached is deemed amended by this Supplement with respect to the Mobile Application, as provided for below and as otherwise set forth in the Apple Terms of Use or the Google Terms of Service, as applicable. Any conflict between the terms of the Agreement and the terms of this Supplement will be resolved in favor of this Supplement.

1. Additional Definitions.

"Apple" refers to Apple, Inc. and its majority-owned affiliates.

"Apple Terms of Use" refers to the then-current additional terms and conditions of Apple (including the App Store Terms of Service and Apple Usage Rules set forth in the Apple App Store) and the EULA that Licensee Users must accept and agree to prior to using the Mobile Application on an Apple device.

"App Store" means the electronic store branded, owned and/or controlled by Apple.

"INFOR" refers to the INFOR contracting entity set forth in the Agreement, for and on behalf of itself and its subsidiaries and affiliates, including Infor (US), Inc.

"EULA" means additional terms of use of INFOR applicable to the Mobile Application that Licensee Users must accept and agree to prior to use of the Mobile Application. Neither Apple nor Google is a party to the EULA.

"Google" refers to Google Inc.

"Google Play" means the electronic store branded, owned and/or controlled by Google.

"Google Terms of Service" refers to the then-current additional terms and conditions of Google (including the Google Play Terms of Service) and the EULA that Licensee Users must accept and agree to prior to using the Mobile Application on an Android device.

"Licensee Users" refers to the individuals affiliated with and authorized by Licensee to use the Mobile Application in connection with the Software, subject to the Agreement, including the applicable User Restrictions set forth in the Order Form, and to agree to the Apple Terms of Use or the Google Terms of Service, as applicable.

2. Supported Devices. The Mobile Application supports certain Apple and Android mobile devices, and data networks such as 3G, EDGE and WiFi, and enables Licensee Users to access the Software through such Apple and Android mobile devices. Notwithstanding the foregoing, INFOR shall have no obligation to offer technical support (including without limitation any wireless network connectivity support) in connection with any Apple or Android mobile device and shall have no liability with respect to the compatibility or performance of any Apple or Android mobile device in connection with the Mobile Application or the Software.
3. License. Subject to the terms and conditions of the Agreement (including any applicable User Restrictions set forth in the Order Form), and the Apple Terms of Use and the Google Terms of Service, INFOR grants Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license to run the Mobile Application on designated Apple or Android mobile devices owned or controlled by Licensee, solely for Licensee Users to access the Software for Licensee's own internal computing operations. Each Licensee User may use the Mobile Application only on a Licensee-

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**INTERLOCAL AGREEMENT FOR NON-EXCLUSIVE LICENSE AND DATA SHARING BETWEEN CITY OF
FRANKLIN AND MALLORY VALLEY UTILITY DISTRICT**

COF Contract No. 2016-0116

This Interlocal Agreement is entered into on this ____ day of _____, 20__, by and between **City of Franklin, Tennessee**, ("City"), a governmental entity of the State of Tennessee, and the **Mallory Valley Utility District**, ("MVUD"), a utility district within the State of Tennessee.

1. **Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.
2. **Purpose of Agreement.** City and MVUD are currently subject to a mutual non- exclusive license for the sharing of geographic information systems ("GIS"). It is the intent of both parties to continue to provide a non-exclusive license agreement to each other to enable the parties, their employees, or contractors approved by the City ("Authorized Users") to share GIS mapping information for the benefit of each party's respective citizens.
3. **Separate Entity.** This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances.
4. **Non-Exclusive License.** The individual parties grant the other party a non-exclusive license to use and reproduce the information, maps, reports and any other documentation, ("Licensed Material") provided for pursuant to this agreement and subject to the restrictions contained herein. The parties agree not to use the Licensed Material in its business capacity and shall not provide or reproduce the Licensed Material for resale, unless otherwise agreed upon in writing by the parties or otherwise required by applicable law.
5. **No Resale or Unauthorized Access.** Neither MVUD nor Authorized User shall market, offer to sell, sell and/or otherwise resell the GIS data or any part of the GIS data to any third party or provide any commercial hosting service to access the GIS data. Authorized Users shall not permit or provide unauthorized users access to the GIS data using any authentication code, user name, password, or any other authentication method used by the parties to access the GIS data.
6. **File Transfer Protocol.** Each party will implement and maintain reasonable measures to ensure that only authorized users have access to the servers that contain the parties GIS data. Each party will take reasonable steps to prevent unwarranted intrusion into data managed or maintained by the parties including, but not limited to, reasonable steps to protect such party's password files and access to the GIS data. Each party shall ensure that passwords are given only to those Authorized Users that have a direct need to access the GIS data and that passwords are not to be shared by multiple users.
7. **Term.** The initial term of this Agreement shall begin when executed by both parties and shall end after three (3) years from such execution. The term of this agreement may be extended for two additional one-year terms if agreed to by both parties.

8. **Consideration.** The parties acknowledge that the exchange of information shall be adequate consideration and, as such, neither party is obligated to pay any fee to the other party for the exchange of information unless otherwise agreed upon in writing and signed by the parties. This section is not intended to limit a party's legal remedies in collecting damages from breach of this Agreement.

9. **Warranty.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND ONLY TO THE EXTENT PERMITTED BY LAW, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S), OR LICENSED MATERIAL PROVIDED FOR PURSUANT TO THIS AGREEMENT. THE PARTIES ALSO MAKE NO WARRANTY THAT THE LICENSED MATERIAL WILL BE ERROR FREE.

10. **Termination – Breach.** Should either party breach or violate any material terms of this Agreement, the non-breaching party shall have the right to immediately terminate this Agreement by providing the breaching party with written notice. Such termination shall not relieve the breaching party of any liability to the non-breaching party for damages sustained by virtue of any breach. Upon breach or default of any of the provisions set forth herein, the non-breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.

11. **Termination – Notice.** Either party may terminate this Agreement at any time and for any reason upon thirty days written notice to the other party.

12. **Notices.**

a. **Delivery.** Except as otherwise provided herein, any notice or other communication between the parties hereby regarding the matters contemplated by this Agreement shall be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile, hand delivery or electronic mail, in each case delivered to the addresses set forth below for the recipients.

i) Notices to City shall be sent to:

Mr. Chris Robinson
City of Franklin GIS Management
109 3rd Ave S., Suite 125
Franklin, TN 37064

With a copy to:

Eric S. Stuckey
City Administrator
109 3rd Ave S.
Franklin, TN 37064

ii) Notices to the MVUD shall be sent to:

Jenny Clarke, General Manager
PO Box 936
Franklin, Tennessee 37065

With a copy to:

Karen York, Assistant General Manager
PO Box 936
Franklin, Tennessee 37065

13. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
14. **Modification of Contract.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
15. **Independent Entities.** The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. To the extent permitted by Tennessee law, no party shall become liable for any representation, act or omission of any other party to this Agreement contrary to the terms of this paragraph. Each party shall maintain its own identity in providing services. Each party is separately responsible for establishing its own policies.
16. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
17. **Waiver.** No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
18. **Non-Binding Dispute Resolutions.** The parties agree that should any dispute arise regarding this Agreement or any of the services or goods provided for, then the parties may agree in writing to enter into non-binding mediation and only to the extent as provided for under Tennessee Law.
19. **Assignment – Consent Required.** Neither party may assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall be in the complete discretion of the party receiving the notice.
20. **Assumption of Liability.** Each party shall be and remain liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Nothing in this Agreement shall be construed to limit any party's governmental immunity.

21. **Entire Contract.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

22. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

23. **Governing Law.** The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed exclusively by the laws of the State of Tennessee.

24. **Venue.** Any action between the parties arising from this Agreement shall be maintained exclusively in a court of competent jurisdiction sitting in Williamson County, Tennessee.

25. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

26. **Conflicting Terms.** The parties agree that should the language in this Agreement conflict with any language included in any documentation whether provided for by either party or not, then the language or terms of this Agreement shall be controlling.

27. **Required Approvals.** Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this Agreement as well as future required approvals in a diligent manner.

28. **Effective Date.** This Agreement shall not be binding upon the parties until it has been signed first by MVUD and then by the authorized representatives of the City of Franklin, Tennessee.

SIGNATURE PAGE FOLLOWS:

City of Franklin, Tennessee:

Dr. Ken Moore, City Mayor

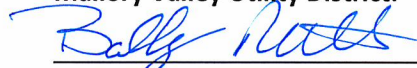
Attest:

Eric S. Stuckey, City Administrator

APPROVED AS TO FORM AND
LEGALITY:

Attorney for City of Franklin

Mallory Valley Utility District:



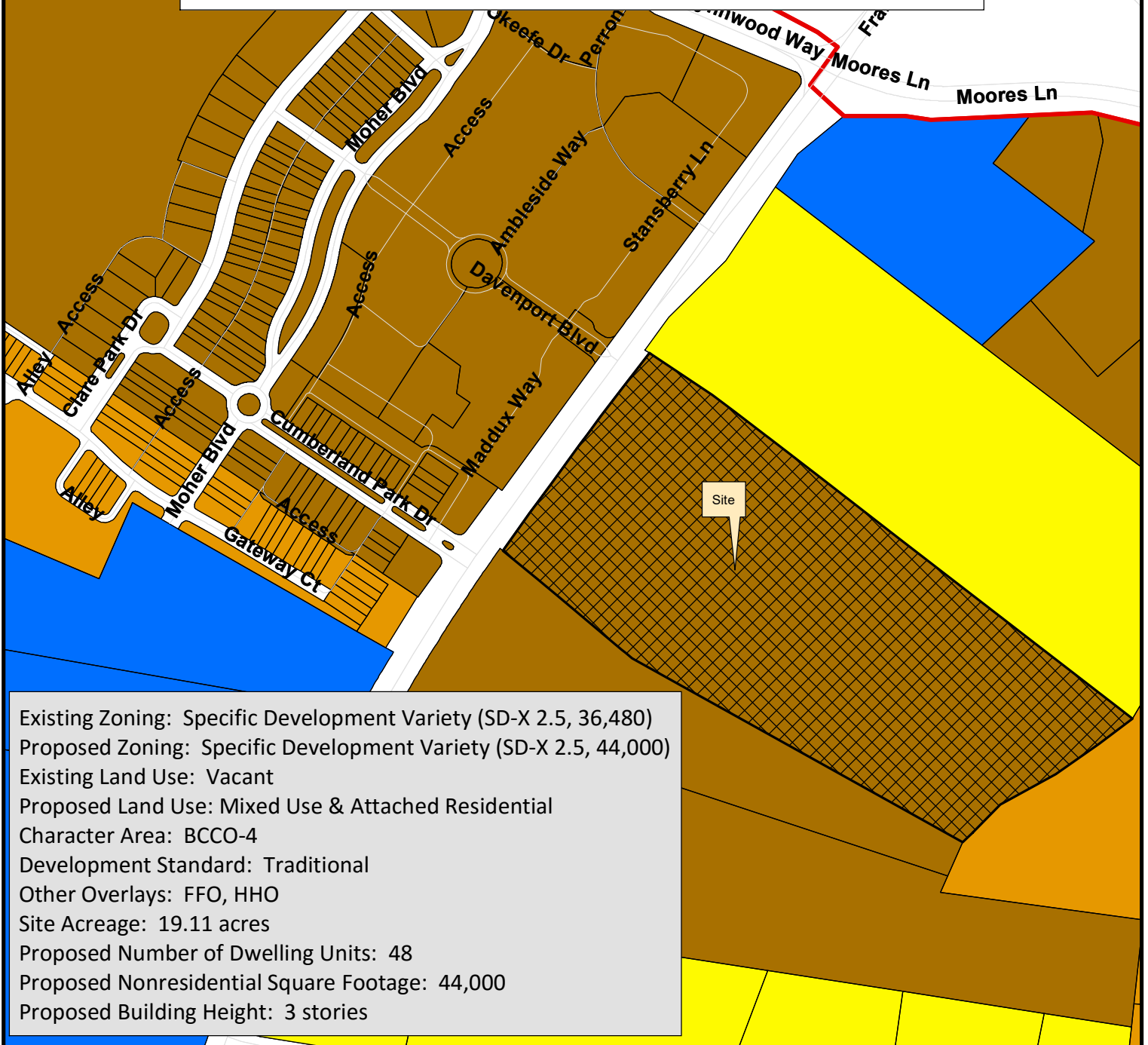
Director of Operations
12/2/16

Date _____

APPROVED AS TO FORM AND
LEGALITY:

MVUD Attorney

BRANCH CREEK CROSSING PUD SUBDIVISION, DEVELOPMENT PLAN, REVISION 4
 RESOLUTION 2016-74
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 11/17/16



Existing Zoning: Specific Development Variety (SD-X 2.5, 36,480)
 Proposed Zoning: Specific Development Variety (SD-X 2.5, 44,000)
 Existing Land Use: Vacant
 Proposed Land Use: Mixed Use & Attached Residential
 Character Area: BCCO-4
 Development Standard: Traditional
 Other Overlays: FFO, HHO
 Site Acreage: 19.11 acres
 Proposed Number of Dwelling Units: 48
 Proposed Nonresidential Square Footage: 44,000
 Proposed Building Height: 3 stories

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



0 200 400 800
 Feet

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ORDINANCE 2016-46

TO BE ENTITLED, "AN ORDINANCE TO REZONE 19.11 ACRES FROM SPECIFIC DEVELOPMENT VARIETY SD-X (2.5, 36,480) DISTRICT TO SPECIFIC DEVELOPMENT VARIETY SD-X (2.5, 40,698) DISTRICT FOR THE PROPERTY LOCATED SOUTH OF MOORES LANE AND EAST OF FRANKLIN ROAD, 580 FRANKLIN ROAD (BRANCH CREEK CROSSING PUD SUBDIVISION)."

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

WHEREAS, the Specific Development Variety 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 2016-74, approving a revised 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 Specific Development Variety (SD-X 2.5, 36,480) District to Specific Development Variety (SD-X 2.5, 40,698) District:

PREMISES CONSIDERED

Map-Parcel
053---75.02
053---75.03
053---75.04
053---75.00
Total: 19.11 acres

Situated and lying in the 8th Civil District of Williamson County, Tennessee being a particular tract of land more fully described as follows:

Beginning at a Metal Fence Post in the Eastern right of Way of Highway 31 being known as Franklin Road and being corner to Holloway (D.B. 256, Page 433); thence leaving Holloway and with Highway 31 N 36°01'49" E a distance of 604.49' to an Iron Pipe Old in the fence being corner to Brentwood Church of the Nazarene (D.B. 1427, Page 669); thence leaving Highway 31 and with Brentwood Church of the Nazarene and generally following a fence S 56°15'46" E a distance of 235.20' to a Point in the fence; thence crossing a creek S 52°21'05" E a distance of 1281.07' to an Iron Rod Old in the fence being in the Western line of Lot 6 of the Landings S/D (P.B. 10, page 68); thence leaving

Brentwood Church of the Nazarene and with Lot 6 generally following a fence along the top of a ridge S 51°57'18" W a distance of 103.13' to a Point in the fence; thence S 55°15'23" W a distance of 131.61' to an Iron Rod Old in the fence; thence S 61°13'17" W a distance of 154.84' to 28" Snag in the fence; thence S 44°53'55" W a distance of 132.86' to an Iron Rod in the fence being corner to Holloway; thence leaving Lot 6 and the ridge line N 60°50'44" W a distance of 933.63' to 48" Oak Tree in the fence; thence crossing a creek N 50°07'58" W a distance of 431.60' to the point of beginning having an area of 832,556.1 square feet or 19.11 acres more or less.

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder
Approved as to form by:

By: _____
Dr. Ken Moore
Mayor

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

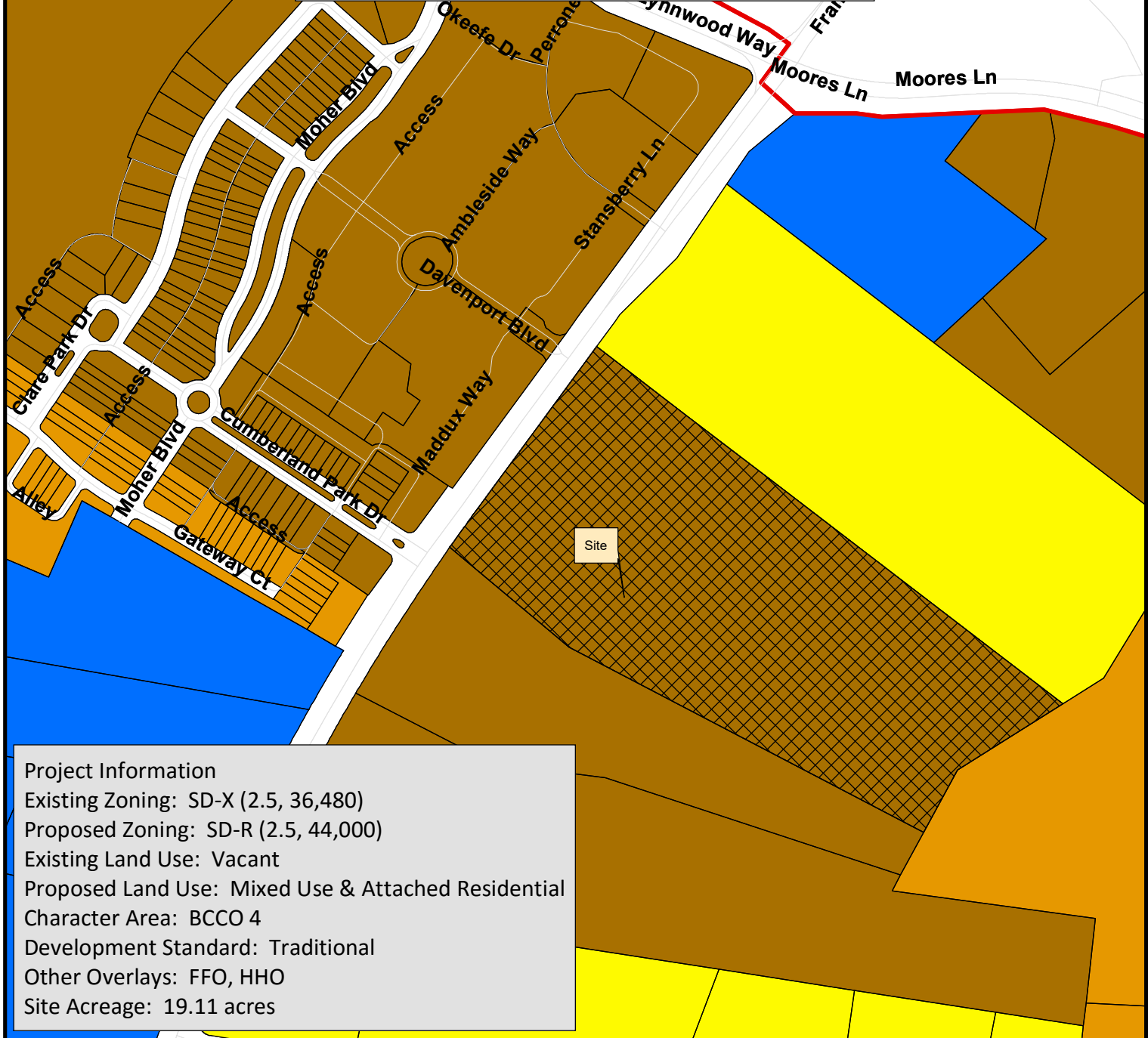
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

BRANCH CREEK CROSSING PUD SUBDIVISION, REZONING
FRANKLIN MUNICIPAL PLANNING COMMISSION
11/17/16



Project Information
 Existing Zoning: SD-X (2.5, 36,480)
 Proposed Zoning: SD-R (2.5, 44,000)
 Existing Land Use: Vacant
 Proposed Land Use: Mixed Use & Attached Residential
 Character Area: BCCO 4
 Development Standard: Traditional
 Other Overlays: FFO, HHO
 Site Acreage: 19.11 acres

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



0 200 400 800
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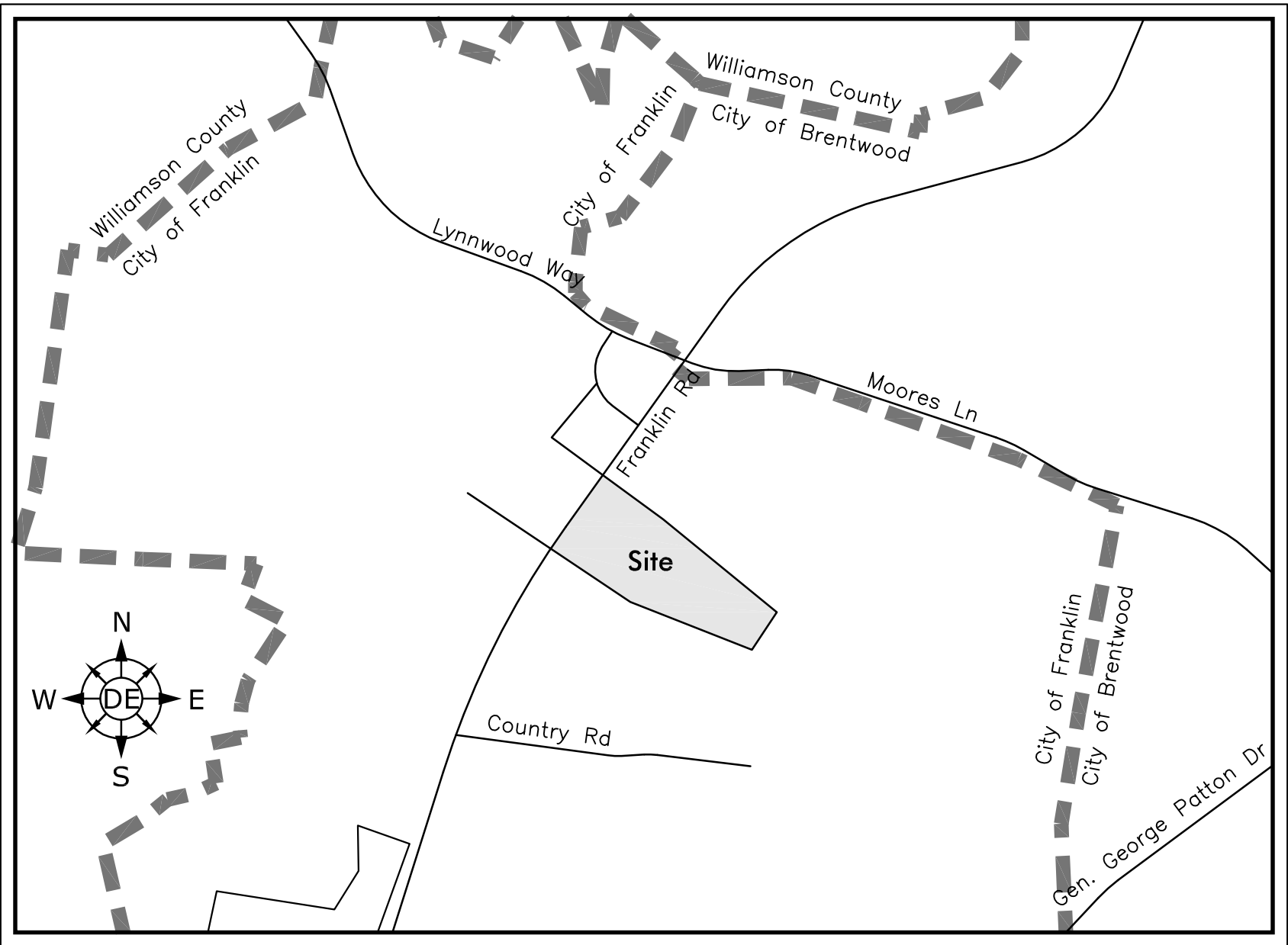
Branch Creek Crossing

A Planned Unit Development Subdivision

Rezoning Request, Revision 1

Being Parcel 75 on Tax Map 53
580 Franklin Road
Franklin, Williamson County, Tennessee
COF Project #6280

Site Data	
PROJECT NAME:	Branch Creek Crossing (PUD), Rezoning Request, Revision 1
PROJECT #	6280
SUBDIVISION:	Branch Creek Crossing
LOT NUMBERS:	N/A
ADDRESS:	574 & 580 Franklin Rd
CITY:	Franklin
COUNTY:	Williamson County
STATE:	Tennessee
CIVIL DISTRICT:	8th
EXISTING ZONING & CHARACTER OV:	SD-X (2.5/36,480), BCCO-4 Character Overlay
PROPOSED ZONING:	SD-X (2.5/40,698)
OTHER APPLICABLE OVERLAYS:	FFO/HHO
APPLICABLE DEVELOPMENT STDS:	Traditional
ACREAGE OF SITE/PROJECT AREA:	19.11 Acres
SQUARE FOOTAGE OF SITE:	832,556 ± Square Feet
PROPOSED USES**:	Day Care Center, Office, Office Showroom, Bank, Barber & Beauty Services, Personal Services, Restaurant, Restaurant Drive In/Drive Through Retail and/or Commercial, Vehicle Sales and Rental, Veterinary/Kennel Facility.
MINIMUM REQUIRED SETBACK LINES:	
YARD FRONTING ON STREET:	15 Feet
SIDE YARD:	5 Feet
REAR YARD:	0 Feet
DEVELOPER (PHASES 1 & 3 ONLY):	Branch Creek Partners
ADDRESS:	1616 Westgate Circle, Suite 215 Brentwood, TN 37207
PHONE NUMBER:	(615) 467-6330
EMAIL ADDRESS:	tharris@avenueconstruction.com
CONTACT NAME:	Tony Harris
APPLICANT:	Dewey Engineering
ADDRESS:	2925 Berry Hill Dr Nashville 37204
PHONE NUMBER:	(615) 401-9956
E-MAIL ADDRESS:	mdewey@dewey-engineering.com
CONTACT NAME:	Michael Dewey, PE
BUILDING SQUARE FOOTAGE:	± 40,698 sf
BUILDING HEIGHT:	3 Stories
LANDSCAPE SURFACE RATIO	See Landscape Plan
MIN. LANDSCAPE SURFACE RATIO	See Landscape Plan
INCOMPATIBLE-USE BUFFER REQUIRED	No
MIN. PARKING REQUIREMENT:	See Required Parking Breakdown Table
MAX. PARKING LIMIT:	N/A
PARKING PROVIDED:	120 Stalls
PARKING BREAKDOWN:	120 Surface Spaces (17 Pervious, 103 Impervious) 0 Structured Spaces
RESIDENTIAL DENSITY:	N/A (See Previously Approved Development Plan)
TREE CANOPY:	See Landscape Plan
PARKLAND:	N/A*
OPEN SPACE:	0
*PARK LAND DEDICATION SHALL BE PERFORMED DURING THE SITE PLAN PROCESS FOR PHASES 2 AND 4. THE REVISIONS TO THIS DEVELOPMENT APPLY ONLY TO THE NON-RESIDENTIAL PHASES 1 & 3.	
**USES LISTED ARE POSSIBLE USES ONLY.	



Vicinity Map
NTS

Sheet Schedule

1	C0.0	Cover Sheet
2	C1.0	Overall Existing Conditions Plan
3	C1.1	Existing Conditions Plan

MODIFICATION OF STANDARDS REQUESTED:

- CITY OF FRANKLIN ZONING ORDINANCE SECTION 5.9.12.3.B REQUIRES LOADING AREAS TO BE LOCATED TO THE REAR OF THE USE THEY SERVE AND ADJACENT TO THE BUILDING IN AN AREA THAT PROMOTE THEIR PRACTICAL USE. THE MODIFICATION OF STANDARD REQUESTED IS THE LOADING AREA TO BE LOCATED TO THE SIDE OF THE CONDOMINIUM BUILDING IN AN AREA THAT PROMOTES ITS PRACTICAL USE FOR THE TENANTS DUE TO THE PARKING GARAGE AND TOPOGRAPHY BEHIND THE CONDOMINIUM BUILDING.
- CITY OF FRANKLIN ZONING ORDINANCE SECTION 5.3.6.10.A.I REQUIRES NO OFF-STREET SURFACE PARKING TO BE LOCATED BETWEEN A BUILDING WALL CONTAINING THE PRIMARY ENTRANCE AND THE PRIMARY STREET THE BUILDING FRONTS FOR A NON-RESIDENTIAL OR MIXED-USE STRUCTURE IN A TRADITIONAL AREA. THE MODIFICATION OF STANDARD REQUESTED IS A 95 FOOT SETBACK FROM THE BUILDING WALL CONTAINING THE PRIMARY ENTRANCE AND THE PRIMARY STREET THE BUILDING FRONTS DUE TO THE EXISTING UNDERGROUND UTILITIES AND UTILITY EASEMENTS IN THE AREA.

OWNER (PHASES 2 & 4)
BCC INVESTMENTS
202 E. WASHINGTON STREET, SUITE 310
ANN ARBOR, MICHIGAN 48104
CONTACT: KEVIN BELEW
EMAIL: KBELEW@BATTERSEAPARTNERS.COM

DEVELOPER & OWNER (PHASES 1 & 3)
BRANCH CREEK PARTNERS
1616 WESTGATE CIRCLE, SUITE 215
BRENTWOOD, TENNESSEE 37027
CONTACT: TONY HARRIS
PHONE: (615) 467-6330
EMAIL: THARRIS@AVENUECONSTRUCTION.COM

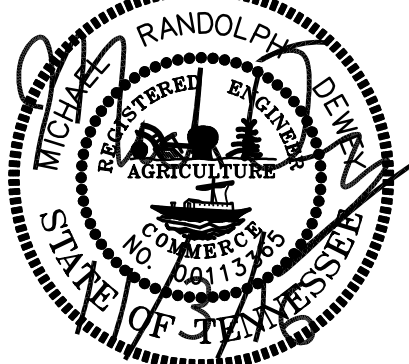
CIVIL ENGINEER
DEWEY ENGINEERING
2925 BERRY HILL DRIVE
NASHVILLE, TENNESSEE 37204
CONTACT: MICHAEL DEWEY, PE
PHONE: (615) 401-9956
EMAIL: MDEWEY@DEWEY-ENGINEERING.COM

ARCHITECT
B3 STUDIO, INC.
1104 WEST MAIN STREET
FRANKLIN, TENNESSEE 37064
CONTACT: PAUL BASS
PHONE: (615) 469-7856
EMAIL: PAULB@B3STUDIO.COM

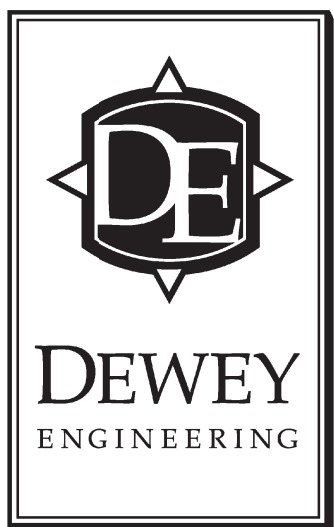
LANDSCAPE ARCHITECT
GAMBLE DESIGN COLABORATIVE
144 SOUTHEAST PARKWAY, SUITE 200
FRANKLIN, TENNESSEE 37064
CONTACT: KELI FRYMIRE
PHONE: (615) 975-5765
EMAIL: KELIRENEEFYR@GMAIL.COM

FLOODNOTE
A PORTION OF THIS PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS DEPICTED BY ZONE 'AE' ON THE CURRENT FLOOD INSURANCE RATE MAP (FIRM) PANEL #47187C0205F. REVISED SEPTEMBER 22, 2009.

- REVISION 1 SUMMARY:**
CHANGES FROM THE CURRENTLY APPROVED DEVELOPMENT PLAN INCLUDE THE FOLLOWING:
- 75' INCOMPATIBLE USE BUFFER IS TO BE REMOVED.
 - AVAILABLE USES IN THE NON-RESIDENTIAL BUILDINGS TO INCLUDE DAY CARE CENTER, OFFICE, OFFICE SHOWROOM, BANK, BARBER & BEAUTY SERVICES, PERSONAL SERVICES, RESTAURANT, RESTAURANT DRIVE IN/DRIVE THROUGH, RETAIL AND/OR COMMERCIAL, VEHICLE SALES AND RENTAL, AND VETERINARY/KENNEL FACILITY.
 - TOTAL NON-RESIDENTIAL SQUARE FOOTAGE IS INCREASED FROM 36,480 SF TO 40,698 SF. THIS IS TO ACCOMMODATE A LARGER BUILDING IN PHASE 3 (LOT 2) OF THE ORIGINALLY APPROVED DEVELOPMENT PLAN. THE BUILDING IN PHASE 1 (LOT 1) IS TO MAINTAIN THE SAME SQUARE FOOTAGE AS THE APPROVED DEVELOPMENT PLAN.



Branch Creek Crossing (PUD)
Rezoning Request, Revision 1
Being Parcel 75 on Tax Map 53
Franklin, Williamson County, Tennessee

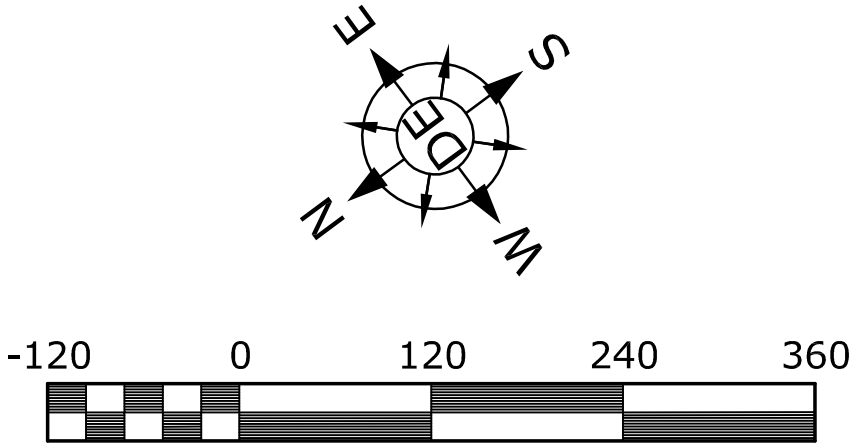
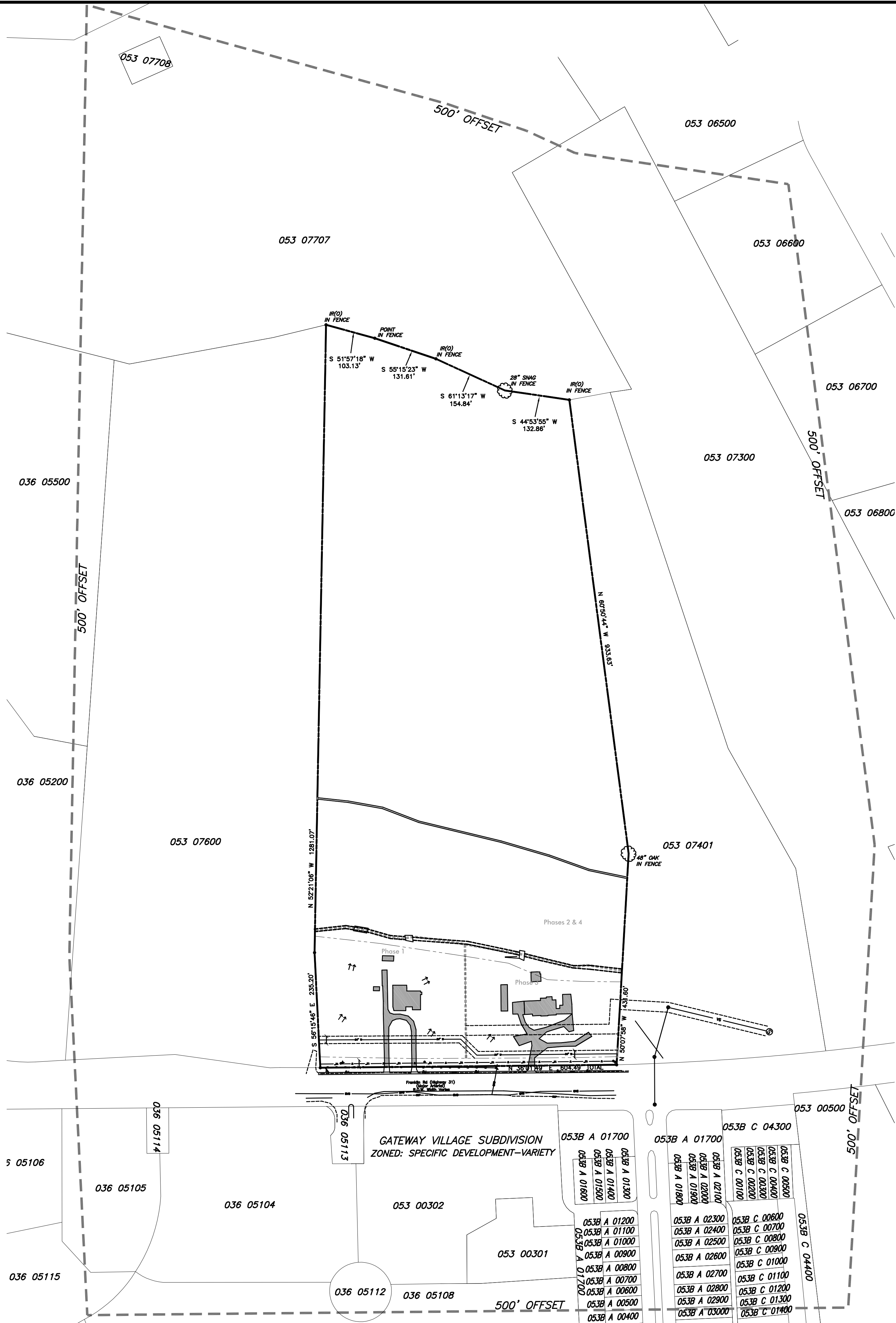


Cover Sheet

C0.0
1 of 3

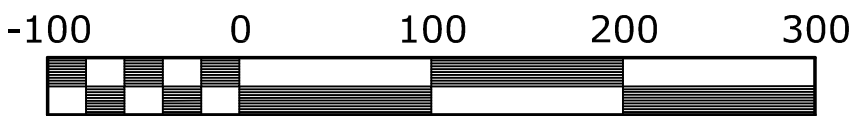
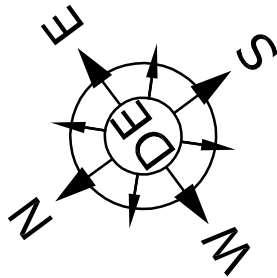
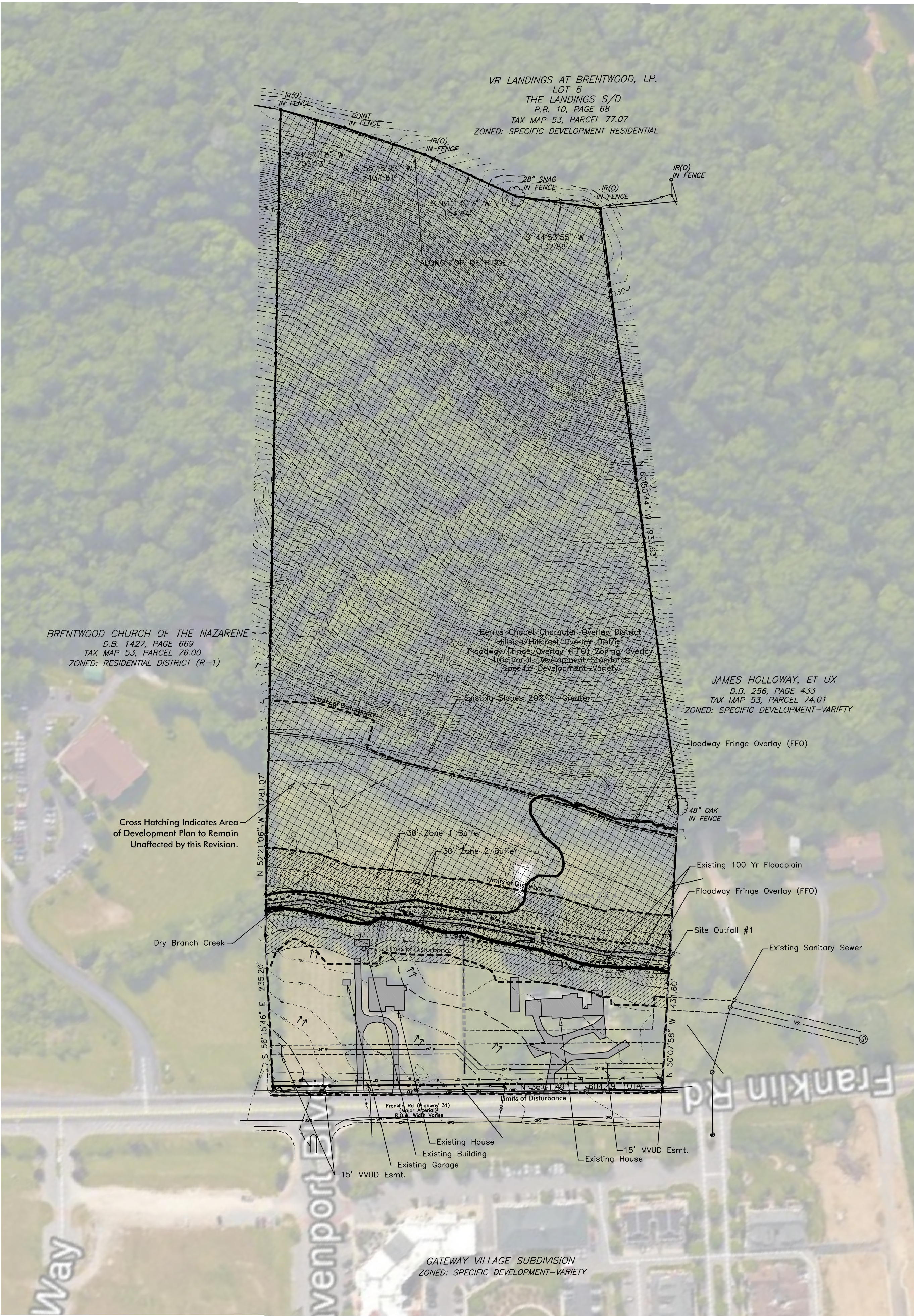
ADJACENT PROPERTY OWNERS WITHIN 500'

PARCEL NUMBER	PROPERTY ADDRESS	OWNER
053B-A00800	1018 CUMBERLAND PARK DR	ANDREWS MEREDITH LEIGH
053--07500	574 FRANKLIN RD	BCC INVESTMENTS LLC
053--00302	AMBLESIDE WAY	BELL FUND IV FRANKLIN GATEWAY LLC
053B-A00500	1024 CUMBERLAND PARK DR	BROOKS LAUREN MICHELLE
053B-A02600	1017 CUMBERLAND PARK DR	BULLARO FRANCESCA
053--00301	121 DAVENPORT BLVD 3	CAMDEN COMMONS I LLC
036--05114	PERRONE WAY	CAMDEN COMMONS PROPERTY OWNERS ASSOC
053B-A01800	1001 CUMBERLAND PARK DR	CAMERON DARELL C
053--07600	FRANKLIN RD	CHURCH BRENTWOOD OF THE NAZARENE
053--00500	557 FRANKLIN RD	CHURCH CLEARVIEW BAPTIST
053B-A01500	1004 CUMBERLAND PARK DR	COMBS BEDFORD M
036--05104	120 DAVENPORT BLVD	CVHC9 LLC
036--05105	1350 PERRONE WAY	FOR 6 LLC
053--07300	554 FRANKLIN RD	FRANKLIN FUNERAL HOME LLC
053B-A00600	1022 CUMBERLAND PARK DR	FRASER DOUGLAS DAVID
036--05112	DAVENPORT BLVD	GATEWAY VILLAGE DEV INC
053B-A02200	FRANKLIN RD	GATEWAY VILLAGE RESIDENTIAL LLC
053B-A00700	1020 CUMBERLAND PARK DR	HIDDEN HILLS FAMILY LTD PRTNSHP
053B-A02400	1013 CUMBERLAND PARK DR	HIME GEORGE ALLEN
053B-A02100	1007 CUMBERLAND PARK DR	HUDSMITH PATRICIA
053B-A01400	1002 CUMBERLAND PARK DR	JONES CHRISTINA ANNE
053B-A01900	1003 CUMBERLAND PARK DR	KEENAN THOMAS C
053B-A00900	1016 CUMBERLAND PARK DR	LEPPER BOBBY
053B-A02900	1023 CUMBERLAND PARK DR	MATRAVERS LAURIE M
053B-A02500	1015 CUMBERLAND PARK DR	MISSIRIAN RAPHAEL A & ANAHID REV INT
053--06500	1226 COUNTRY RD	PARRIS JEFFREY S
053B-C01100	260 GATEWAY CT	PATTERSON CO LLC
053B-A02000	1005 CUMBERLAND PARK DR	REYNOLDS SALLY M
053B-A02700	1019 CUMBERLAND PARK DR	ROSS RICHARD F
053--06700	1218 COUNTRY RD	ROVENSTINE JOHN JASON
053B-C00100	201 GATEWAY CT	RUTLEDGE JOHN M
053B-A01600	1006 CUMBERLAND PARK DR	TAAFFE PAULINE
053B-A02300	1011 CUMBERLAND PARK DR	TELFER GEORGE CURTISS
053B-A01200	1010 CUMBERLAND PARK DR	THORNTON DON TYLER
053B-A01100	1012 CUMBERLAND PARK DR	VAN VICKLE JOHN HAYES
053--07707	LANDINGS DR	VR LANDINGS AT BRENTWOOD LP
053B-A02800	1021 CUMBERLAND PARK DR	WIENCEK TOM C
053B-A00400	1026 CUMBERLAND PARK DR	WILSON LESLIE ANN
053B-A01000	1014 CUMBERLAND PARK DR	WYLIE SUZANNE F
053B-A01300	1000 CUMBERLAND PARK DR	YOUNG KIMBERLY W
053--06600	1222 COUNTRY RD	ZHU HUIRONG



STATEMENT OF IMPACTS

1. WATER
- 1.1. TOTAL ESTIMATED USAGE OF 27,825 GALLONS PER DAY. DEVELOPMENT WILL BE SERVED FROM AN EXISTING 12 INCH WATER LINE ON FRANKLIN ROAD AND THE RESIDENTIAL DEVELOPMENT WILL BE SERVED BY A PROPOSED 8 INCH WATER LINE EXTENSION. MODELS BY MALLORY VALLEY UTILITY DISTRICT INDICATE THE THE RESIDENTIAL RESIDUAL PRESSURE WILL BE IN THE RANGE OF 85 TO 95 PSI DURING NORMAL SYSTEM DEMANDS AND THE COMMERCIAL RESIDUAL PRESSURES WILL BE IN THE RANGE OF 80 TO 90 PSI DURING NORMAL SYSTEM DEMAND PERIODS. A FIRE FLOW EVENT WAS ALSO CHECKED AT THE END OF THE PROPOSED 8 INCH LINE AND THE MODEL INDICATES A RESIDUAL PRESSURE OF 70 PSI DURING SUCH AN EVENT AT THE END OF THE LINE.
2. SEWER FACILITIES
- 2.1. A PROPOSED 8" SANITARY SEWER LINE IS BEING EXTENDED ACROSS THE PROPERTY TO THE BRENTWOOD CHURCH OF THE NAZARENE. THE PROPOSED DEVELOPMENT WILL TIE TO THE PROPOSED 8" SANITARY SEWER MAIN. INSTALLATION OF THIS CONNECTION TO THE NEIGHBORING PROPERTY WILL OCCUR WITH THE DEVELOPMENT OF THE RESIDENTIAL PHASES 2 & 4.
3. REPURIFIED (REUSE) WATER FACILITIES
- 3.1. NONE WITHIN THE DEVELOPMENT
4. STREET NETWORK
- 4.1. FRANKLIN ROAD (STATE ROUTE 6, US 31) IS FUNCTIONALLY CLASSIFIED BY THE CITY OF FRANKLIN AS A MAJOR ARTERIAL ORIENTED IN THE NORTH-SOUTH DIRECTION PROVIDING A CONNECTION BETWEEN FRANKLIN AND BRENTWOOD. MOORES LANE (STATE ROUTE 441)/LYNNWOOD WAY IS FUNCTIONALLY CLASSIFIED BY THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) AS AN URBAN MINOR ARTERIAL. DAVENPORT BOULEVARD SERVES AS THE MAIN ACCESS TO THE GATEWAY DEVELOPMENT ON THE WEST SIDE OF FRANKLIN ROAD. THE PROPOSED SITE PLAN SHOWS ACCESS TO FRANKLIN ROAD AS THE FOURTH LEG OF THE EXISTING INTERSECTION OF FRANKLIN ROAD AND DAVENPORT BOULEVARD.
- 4.2. DEVELOPMENT WILL REQUIRE RIGHT TURN LANE AND SIGNALIZATION AS PER TRAFFIC STUDY PREVIOUSLY SUPPLIED.
- 4.3. PREVIOUSLY PROVIDED TRIP GENERATION CHART HAS BEEN UPDATED PER PROPOSED REVISION.
5. DRAINAGE FACILITIES
- 5.1. STORMWATER IS DESIGNED TO MEET THE 80% TSS REMOVAL AND WATER QUANTITY REQUIREMENTS FOR THE CITY OF FRANKLIN. SEE GRADING AND DRAINAGE DATA CHARTS FOR ADDITIONAL IMPERVIOUS AREA AND FLOW CALCULATIONS.
6. POLICE, FIRE, AND RECREATIONAL FACILITIES
- 6.1. POLICE: 900 COLUMBIA AVE
4.2 MILES (11 MINUTES)
- 6.2. FIRE: 370 MALLORY STATION ROAD (MALLORY STATION 3)
2.4 MILES (5 MINUTES)
- 6.3. RECREATIONAL FACILITIES
DRY BRANCH WETLANDS 0.25 MILES (1 MINUTE)
7. PROJECTED STUDENT POPULATION
- 7.1. THE STUDENT POPULATION IS PROJECTED AT A RATE OF ONE STUDENT PER 0.64 HOMES
48 X 0.64 = 30.72 STUDENTS
8. REFUSE STORAGE AND COLLECTION
- 8.1. DEVELOPMENT WILL PROVIDE SCREENED DUMPSTERS FOR THE COMMERCIAL DEVELOPMENTS AND TRASH CORRALS FOR THE RESIDENTIAL DEVELOPMENTS. COLLECTION SCHEDULE WILL BE PROVIDED BY THE GARBAGE COLLECTION COMPANY.
9. RESTRICTIVE COVENANTS
- 9.1. RESTRICTIVE COVENANTS, ARCHITECTURAL CONTROLS, GRANTS OF EASEMENTS, PROPOSED EASEMENTS FOR UTILITIES: THE DEVELOPMENT HAS BEEN DESIGNED TO COMPLIMENT THE ADJACENT GATEWAY VILLAGE DEVELOPMENT. THE DEVELOPMENT WILL FOLLOW THE TRADITIONAL DESIGN STANDARDS. THE DEVELOPMENT WILL BE PROVIDING UTILITY EASEMENT FOR SANITARY SEWER AND WATER MAIN EXTENSIONS AND THE ASSOCIATED GRADING.



Scale 1" = 100'
Site Area = 19.11 Acres

Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 979-9071
mdewey@dewey-engineering.com

Owner & Developer (Ph. 1 & 3)
Branch Creek Partners
1616 Westgate Circle, Suite 215
Brentwood, TN 37207
Contact: Tony Harris
Phone: (615) 467-6330
Email: tharris@avenueconstruction.com

Owner (Ph. 2 & 4)
BCC Investments
202 E. Washington Street, Suite 310
Ann Arbor, MI 48104
Contact: Kevin Belew
Email: kbelew@batterseapartners.com

Flood Note
A Portion of this Property is Located within a Flood Hazard Area as Depicted by Zone 'AE' on the Current Flood Insurance Rate Map (FIRM) Panel #47187C0205.
Revised: September 22, 2009

STORMWATER NARRATIVE:

THE EXISTING PROPERTY IS A TOTAL OF 19.11 ACRES. THE SITE IS PRIMARILY FOREST WITH APPROXIMATELY 30% OF THE SITE BEING GRASS. SEE SOIL SUMMARY TABLE BELOW FOR A SUMMARY OF THE SOIL TYPES WITHIN THE SITE LIMITS. THERE ARE TWO EXISTING HOUSES AND ASSOCIATED OUTBUILDINGS ON THE PROPERTY TO BE DEMOLISHED, FOR A TOTAL OF 0.35 ACRES OF EXISTING IMPERVIOUS AREA. THE SITE CURRENTLY DRAINS TO A BLUE LINE STREAM ON THE ADJACENT PROPERTY WITH A 60' RIPARIAN BUFFER. THIS STREAM AND ITS ASSOCIATED BUFFERS SHALL REMAIN UNDISTURBED DURING THE CONSTRUCTION OF THIS PROJECT UNLESS PERMITTED BY THE CITY ENGINEER, AND SHALL BE PROTECTED AS NECESSARY. THE STORMWATER RUNOFF ON THE WEST SIDE OF THE STREAM GENERALLY FLOWS ACROSS 4-5% SLOPES STREAM, AND THE RUNOFF ON THE EAST SIDE OF THE STREAM GENERALLY FLOWS ACROSS +20% SLOPES.

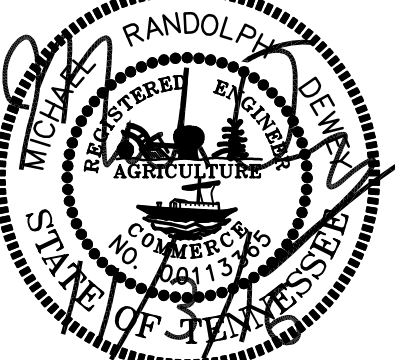
MINERAL RIGHTS STATEMENT:
-MINERAL RIGHTS WILL BE HELD BY THE PROPERTY OWNER.

Soil Type Summary Table (Entire Site)

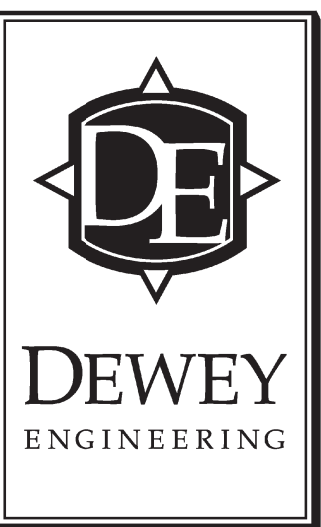
Symbol	Description	Percentage of Site	Group
ArA	Armor silt Loam, 0-2%	10.5%	B
BoC	Bodine cherty silt loam, 5-12%	0.4%	A
BoD	Bodine cherty silt loam, 12-20%	6.4%	A
DeD	Dellrose gravelly silt loam, 12-20%	12.4%	B
DeE	Dellrose gravelly silt loam, 20-30%	16.6%	B
Ld	Lindside cherty silt loam, phosphatic	22.7%	C
Rc	Rockland	8.9%	D
SuE	Sulphura cherty silt loam, 20-50%	22.1%	C

Existing Grading & Drainage Data Chart (Phase 1 & 3 Only)

- Site Area: 3.21 AC
- Impervious Area: 0.35 AC
- Disturbed Area: 2.66 AC
- Rv Value: 0.291
- Peak Flow Runoff
- 2 year: 5.04 CFS
- 5 year: 8.38 CFS
- 10 year: 10.71 CFS
- 25 year: 13.76 CFS
- 50 year: 16.06 CFS
- 100 year: 18.34 CFS



Branch Creek Crossing (PUD)
Rezoning Request, Revision 1
Being Parcel 75 on Tax Map 53
Franklin, Williamson County, Tennessee



Existing
Conditions
Plan

C1.1

RESOLUTION 2016-74

TO BE ENTITLED: "A RESOLUTION APPROVING A REVISED DEVELOPMENT PLAN FOR BRANCH CREEK CROSSING PUD SUBDIVISION FOR THE PROPERTY LOCATED SOUTH OF MOORES LANE AND EAST OF FRANKLIN ROAD, 580 FRANKLIN ROAD."

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

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

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

WHEREAS, the BOMA originally rezoned the subject Property as part of Ordinance 2014-46 on February 24, 2015, and originally approved a Development Plan for the subject property as part of Resolution 2014-97, on February 10, 2015; 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 in Resolution 2014-97, initiated a vesting period during which the development standards adopted by the City, and in effect on the date of approval, remain the standards applicable to the approved PUD Development Plan; and

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

WHEREAS, amendments to Development Plans approved on, or after January 1, 2015, shall be reviewed pursuant to the requirements of the Franklin Zoning Ordinance Subsection 2.4.2 (15); and

WHEREAS, the BOMA has, or will, approve the amended zoning for the Property as part of Ordinance 2016-46; and

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
053---75.02
053---75.03
053---75.04
053---75.00
Total: 19.11 acres

Situated and lying in the 8th Civil District of Williamson County, Tennessee being a particular tract of land more fully described as follows:

Beginning at a Metal Fence Post in the Eastern right of Way of Highway 31 being known as Franklin Road and being corner to Holloway (D.B. 256, Page 433); thence leaving Holloway and with Highway 31 N 36°01'49" E a distance of 604.49' to an Iron Pipe Old in the fence being corner to Brentwood Church of the Nazarene (D.B. 1427, Page 669); thence leaving Highway 31 and with Brentwood Church of the Nazarene and generally following a fence S 56°15'46" E a distance of 235.20' to a Point in the fence; thence crossing a creek S 52°21'05" E a distance of 1281.07' to an Iron Rod Old in the fence being in the Western line of Lot 6 of the Landings S/D (P.B. 10, page 68); thence leaving Brentwood Church of the Nazarene and with Lot 6 generally following a fence along the top of a ridge S 51°57'18" W a distance of 103.13' to a Point in the fence; thence S 55°15'23" W a distance of 131.61' to an Iron Rod Old in the fence; thence S 61°13'17" W a distance of 154.84' to 28" Snag in the fence; thence S 44°53'55" W a distance of 132.86' to an Iron Rod in the fence being corner to Holloway; thence leaving Lot 6 and the ridge line N 60°50'44" W a distance of 933.63' to 48" Oak Tree in the fence; thence crossing a creek N 50°07'58" W a distance of 431.60' to the point of beginning having an area of 832,556.1 square feet or 19.11 acres more or less.

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

SECTION III: That the overall entitlements, as amended, for the Branch Creek Crossing PUD Subdivision are as follows:

Entitlements	Branch Creek PUD Subdivision
Original Base Zone District	SD-X (2.5, 36,480)
Requested Base Zone District	SD-X (2.5, 44,000)
Character Area Overlay	BCCO-4
Other Zoning Overlays	HHO, FFO
Development Standard	Traditional
Number of Dwelling Units	48

Number of Nonresidential Square Footage	44,000
Connectivity Index	2.0
Open Space Requirements	Formal 0.70 acres Informal 12.26 acres Total 12.96 acres
Number of Phases in Development	4
Original Development Plan Approval	Resolution No. 2014-97 Date of approval: 2/10/15
Modification of Development Standards Approved as part of Resolution No. 2014-97	MOS 1 – Allow the loading areas to the side of the structure as opposed to behind the structure. MOS 2 – Allow parking between the primary elevation and the primary street in a Traditional area.
Development Plan Revision Number	1

SECTION IV: That the Revised 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 2016-46, on third and final reading, the health, safety, and welfare of the citizens requiring it.

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE: _____9/15/2016_____

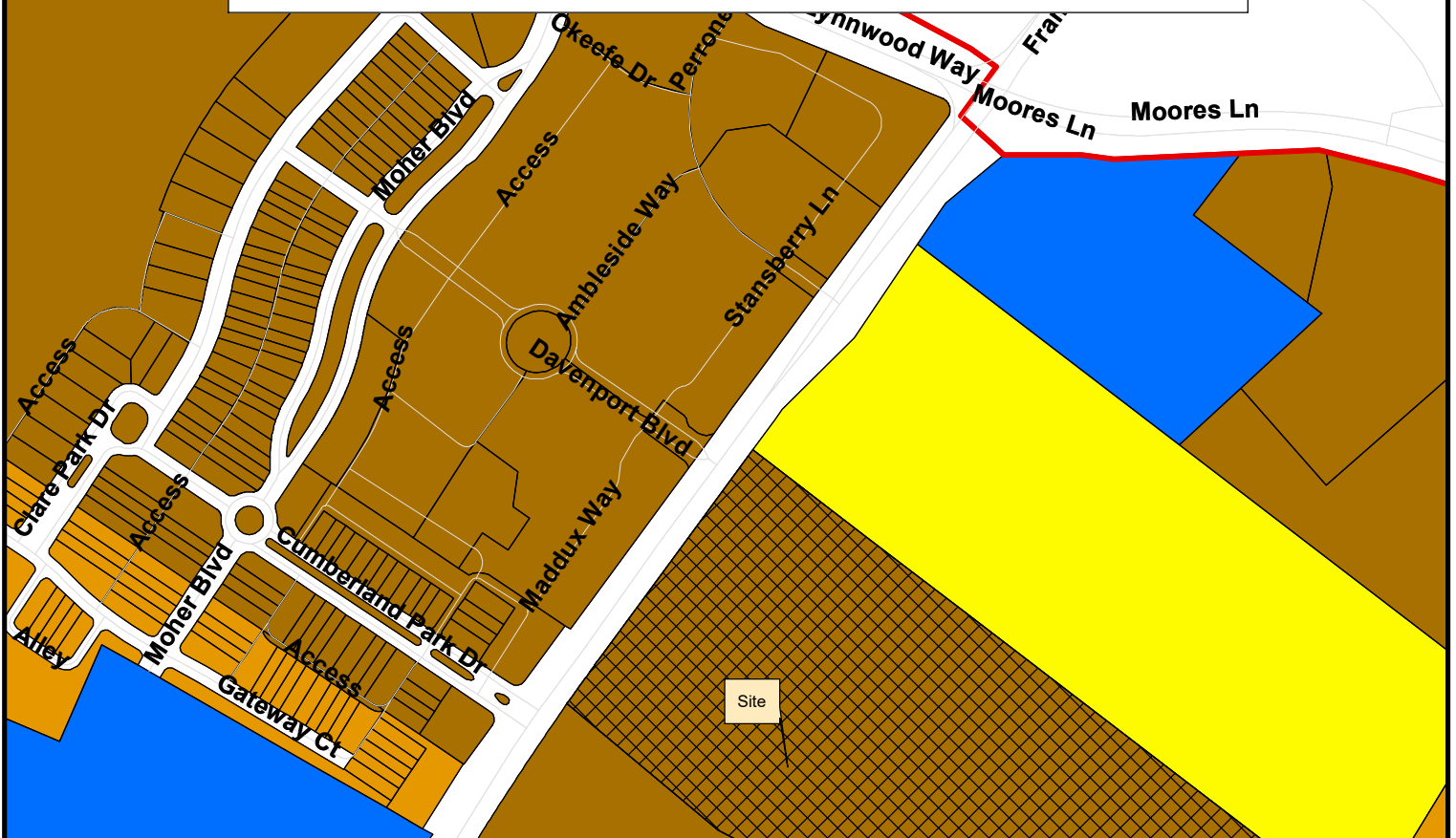
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP: _____9/22/2016_____

NEIGHBORHOOD MEETING: _____9/19/2016_____

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

PUBLIC HEARING AND BOMA APPROVAL: _____

BRANCH CREEK CROSSING PUD SUBDIVISION, DEVELOPMENT PLAN, REVISION 4
 RESOLUTION 2016-74
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 11/17/16



<UND><BOL>Project Information</BOL></UND>

Existing Zoning: Specific Development Variety (SD-X 2.5, 36,480)
 Proposed Zoning: Specific Development Variety (SD-X 2.5, 44,000)
 Existing Land Use: Vacant
 Proposed Land Use: Mixed Use & Attached Residential
 Character Area: BCCO-4
 Development Standard: Traditional
 Other Overlays: FFO, HHO
 Site Acreage: 19.11 acres
 Proposed Number of Dwelling Units: 48
 Proposed Nonresidential Square Footage: 44,000
 Proposed Building Height: 3 stories

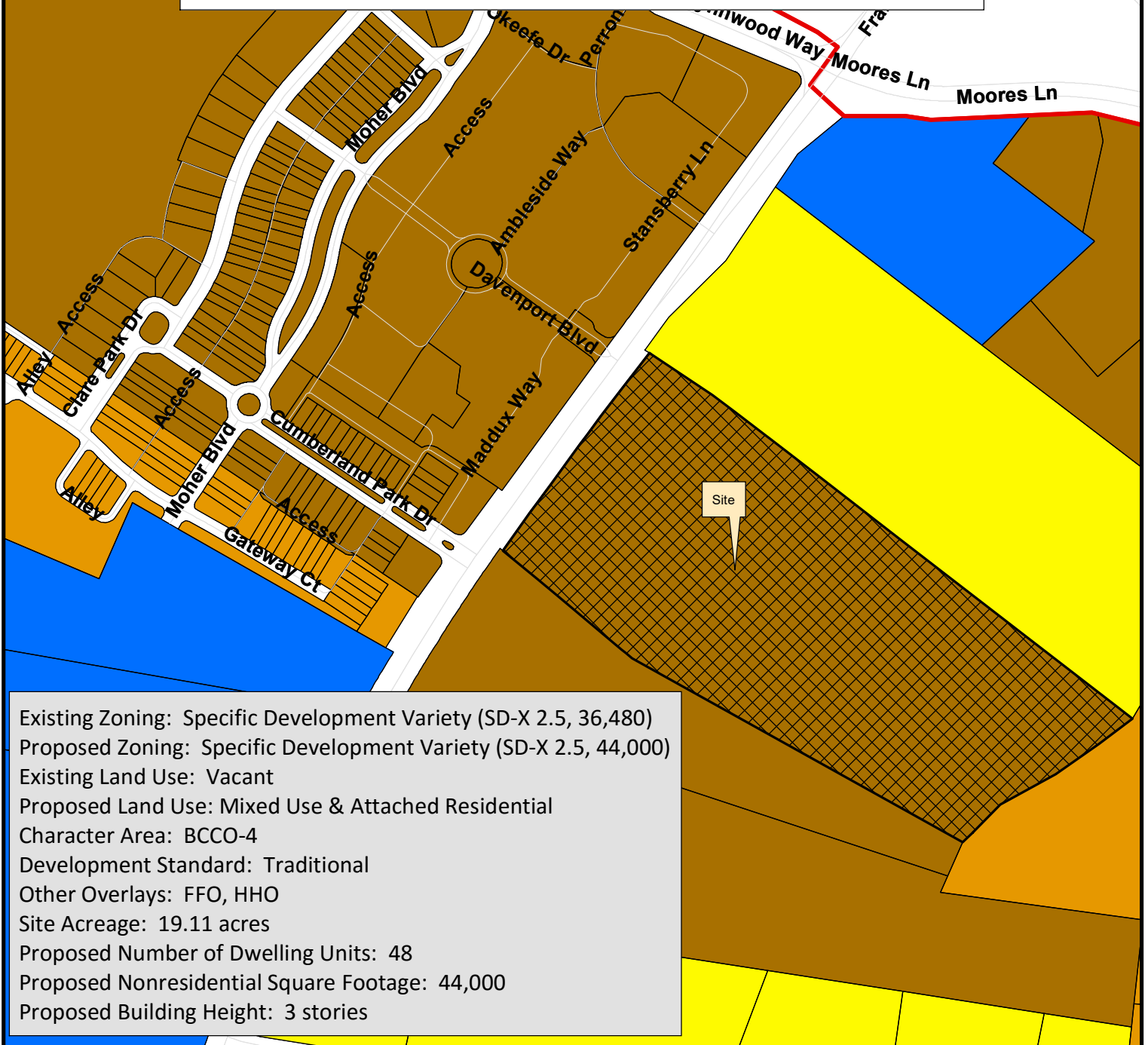
Branch Creek	SD-R Specific Development-Residential
AG Agricultural District	SD-X Specific Development-Variety
ER Estate Residential	OR Office Residential District
R-1 Residential District	GO General Office District
R-2 Residential District	CC Central Commercial District
R-3 Residential District	NC Neighborhood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



0 200 400 800
 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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BRANCH CREEK CROSSING PUD SUBDIVISION, DEVELOPMENT PLAN, REVISION 4
 RESOLUTION 2016-74
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 11/17/16



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CONDITIONS OF APPROVAL:

Open Issues: 4 These issues are currently being filtered

Planning

General Issues

1. proposed uses

Applicant shall remove Auto/vehicle sales from list of uses as that use is not an appropriate use for this site.

2. Loading Zone

Applicant shall label any loading zones and be aware that certain uses of the building may require a loading zone to be provided.

3. Grease Trap

Applicant shall note that if a restaurant is shown on preceding site plans, a grease trap may be required and must be shown on site plan.

Zoning

General Issues

4. Parking

Revise the parking calculations for each use to round up all decimals. 122 spaces are required not 120.

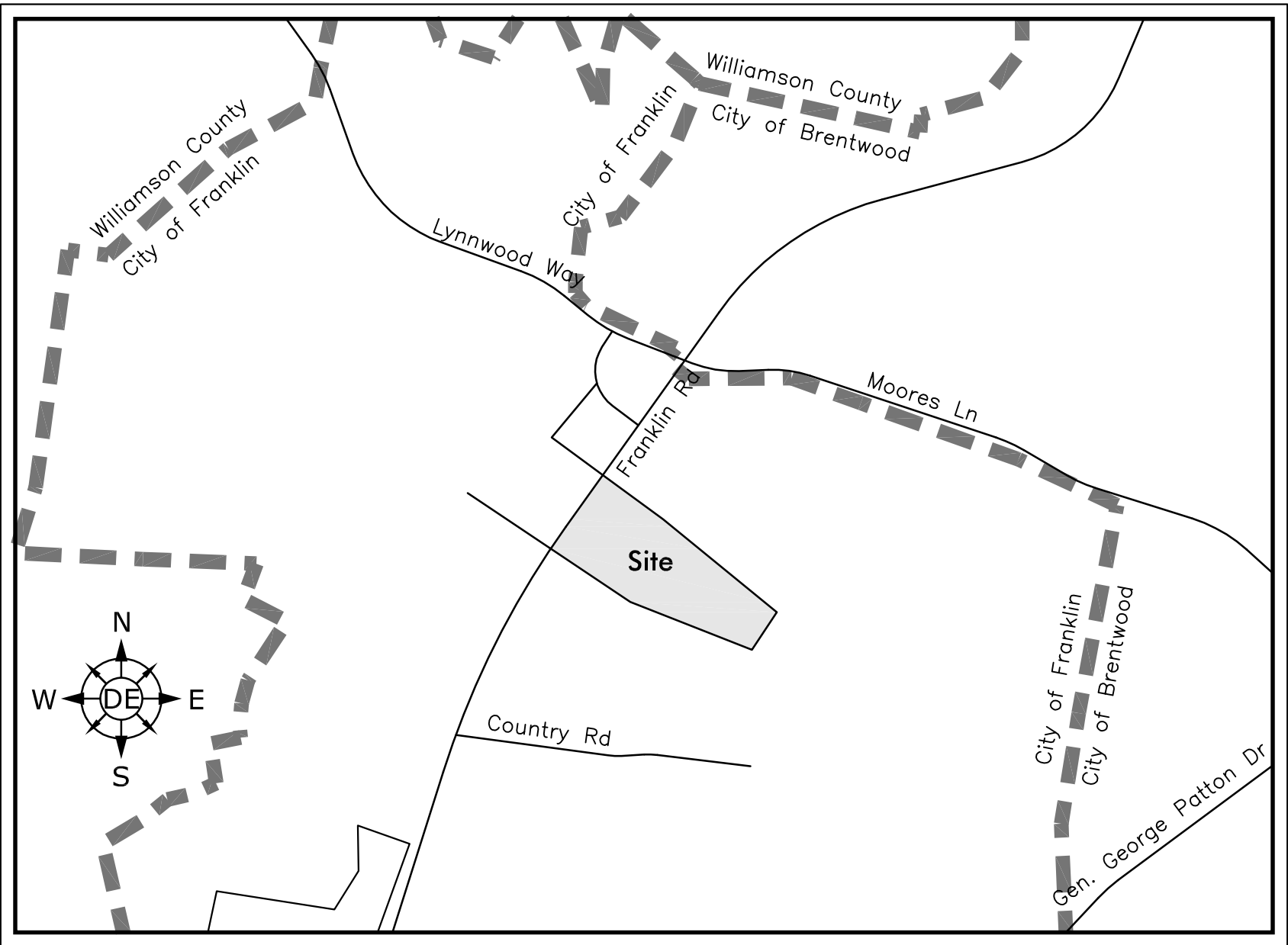
Branch Creek Crossing

A Planned Unit Development Subdivision

Development Plan, Revision 1

Being Parcel 75 on Tax Map 53
574 & 580 Franklin Road
Franklin, Williamson County, Tennessee
COF Project #6281

Site Data	
PROJECT NAME:	Branch Creek Crossing (PUD), Development Plan, Revision 1
PROJECT #	6281
SUBDIVISION:	Branch Creek Crossing
LOT NUMBERS:	N/A
ADDRESS:	574 & 580 Franklin Rd
CITY:	Franklin
COUNTY:	Williamson County
STATE:	Tennessee
CIVIL DISTRICT:	8th
EXISTING ZONING & CHARACTER OV:	SD-X (2.5/36,480), BCCO-4 Character Overlay
PROPOSED ZONING:	SD-X (2.5/40,698)
OTHER APPLICABLE OVERLAYS:	FFO/HHO
APPLICABLE DEVELOPMENT STDS:	Traditional
ACREAGE OF SITE/PROJECT AREA:	19.11 Acres
SQUARE FOOTAGE OF SITE:	832,556 ± Square Feet
PROPOSED USES**:	Day Care Center, Office, Office Showroom, Bank, Barber & Beauty Services, Personal Services, Restaurant, Restaurant Drive In/Drive Through, Retail and/or Commercial, Vehicle Sales and Rental, Veterinary/Kennel Facility.
MINIMUM REQUIRED SETBACK LINES:	
YARD FRONTING ON STREET:	15 Feet
SIDE YARD:	5 Feet
REAR YARD:	0 Feet
DEVELOPER (PHASES 1 & 3 ONLY):	Branch Creek Partners
ADDRESS:	1616 Westgate Circle, Suite 215 Brentwood, TN 37207
PHONE NUMBER:	(615) 467-6330
EMAIL ADDRESS:	tharris@avenueconstruction.com
CONTACT NAME:	Tony Harris
APPLICANT:	Dewey Engineering
ADDRESS:	2925 Berry Hill Dr Nashville 37204
PHONE NUMBER:	(615) 401-9956
E-MAIL ADDRESS:	mdewey@dewey-engineering.com
CONTACT NAME:	Michael Dewey, PE
BUILDING SQUARE FOOTAGE:	± 40,698 sf
BUILDING HEIGHT:	3 Stories
LANDSCAPE SURFACE RATIO	See Landscape Plan
MIN. LANDSCAPE SURFACE RATIO	See Landscape Plan
INCOMPATIBLE-USE BUFFER REQUIRED	No
MIN. PARKING REQUIREMENT:	See Required Parking Breakdown Table, Sheet C2.1
MAX. PARKING LIMIT:	N/A
PARKING PROVIDED:	120 Stalls
PARKING BREAKDOWN:	120 Surface Spaces (17 Pervious, 103 Impervious) 0 Structured Spaces
RESIDENTIAL DENSITY:	N/A (See Previously Approved Development Plan)
TREE CANOPY:	See Landscape Plan
PARKLAND:	N/A*
OPEN SPACE:	0
*PARK LAND DEDICATION SHALL BE PERFORMED DURING THE SITE PLAN PROCESS FOR PHASES 2 AND 4. THE REVISIONS TO THIS DEVELOPMENT APPLY ONLY TO THE NON-RESIDENTIAL PHASES 1 & 3.	
**USES LISTED ARE POSSIBLE USES ONLY.	



Vicinity Map
NTS

Sheet Schedule

1	C0.0	Cover Sheet
2	C1.0	Overall Existing Conditions Plan
3	C1.1	Existing Conditions Plan
4	C2.0	Overall Development Plan (Previously Approved)
5	C2.1	Revised Development Plan (Phases 1 & 3)
6	C3.0	Overall Grading and Drainage Plan
7	C4.0	Overall ROW & Access Plan
8	C5.0	Overall Utility Plan
9	C8.0	Tree Preservation Plan
10	A400	Architectural Elevations
11	A401	Architectural Elevations
12	A400	Residential Architectural Elevations (Approved)

MODIFICATION OF STANDARDS REQUESTED:

- CITY OF FRANKLIN ZONING ORDINANCE SECTION 5.9.12.3.B REQUIRES LOADING AREAS TO BE LOCATED TO THE REAR OF THE USE THEY SERVE AND ADJACENT TO THE BUILDING IN AN AREA THAT PROMOTE THEIR PRACTICAL USE. THE MODIFICATION OF STANDARD REQUESTED IS THE LOADING AREA TO BE LOCATED TO THE SIDE OF THE CONDOMINIUM BUILDING IN AN AREA THAT PROMOTES ITS PRACTICAL USE FOR THE TENANTS DUE TO THE PARKING GARAGE AND TOPOGRAPHY BEHIND THE CONDOMINIUM BUILDING.
- CITY OF FRANKLIN ZONING ORDINANCE SECTION 5.3.6.10.A.I REQUIRES NO OFF-STREET SURFACE PARKING TO BE LOCATED BETWEEN A BUILDING WALL CONTAINING THE PRIMARY ENTRANCE AND THE PRIMARY STREET THE BUILDING FRONTS FOR A NON-RESIDENTIAL OR MIXED-USE STRUCTURE IN A TRADITIONAL AREA. THE MODIFICATION OF STANDARD REQUESTED IS A 95 FOOT SETBACK FROM THE BUILDING WALL CONTAINING THE PRIMARY ENTRANCE AND THE PRIMARY STREET THE BUILDING FRONTS DUE TO THE EXISTING UNDERGROUND UTILITIES AND UTILITY EASEMENTS IN THE AREA.

OWNER (PHASES 2 & 4)
BCC INVESTMENTS
202 E. WASHINGTON STREET, SUITE 310
ANN ARBOR, MICHIGAN 48104
CONTACT: KEVIN BELEW
EMAIL: KBELEW@BATTERSEAPARTNERS.COM

DEVELOPER & OWNER (PHASES 1 & 3)
BRANCH CREEK PARTNERS
1616 WESTGATE CIRCLE, SUITE 215
BRENTWOOD, TENNESSEE 37027
CONTACT: TONY HARRIS
PHONE: (615) 467-6330
EMAIL: THARRIS@AVENUECONSTRUCTION.COM

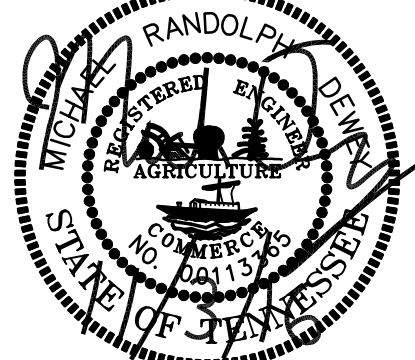
CIVIL ENGINEER
DEWEY ENGINEERING
2925 BERRY HILL DRIVE
NASHVILLE, TENNESSEE 37204
CONTACT: MICHAEL DEWEY, PE
PHONE: (615) 401-9956
EMAIL: MDEWEY@DEWEY-ENGINEERING.COM

ARCHITECT
B3 STUDIO, INC.
1104 WEST MAIN STREET
FRANKLIN, TENNESSEE 37064
CONTACT: PAUL BASS
PHONE: (615) 469-7856
EMAIL: PAULB@B3STUDIO.COM

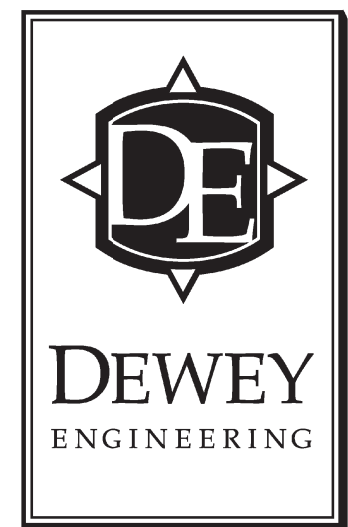
LANDSCAPE ARCHITECT
GAMBLE DESIGN COLABORATIVE
144 SOUTHEAST PARKWAY, SUITE 200
FRANKLIN, TENNESSEE 37064
CONTACT: KELI FRYMIRE
PHONE: (615) 975-5765
EMAIL: KELIRENEEFRY@GMAIL.COM

FLOODNOTE
A PORTION OF THIS PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS DEPICTED BY ZONE 'AE' ON THE CURRENT FLOOD INSURANCE RATE MAP (FIRM) PANEL #47187C0205F. REVISED SEPTEMBER 22, 2009.

REVISION 1 SUMMARY:
CHANGES FROM THE CURRENTLY APPROVED DEVELOPMENT PLAN INCLUDE THE FOLLOWING:
1. 75' INCOMPATIBLE USE BUFFER IS TO BE REMOVED.
2. AVAILABLE USES IN THE NON-RESIDENTIAL BUILDINGS TO INCLUDE DAY CARE CENTER, OFFICE, OFFICE SHOWROOM, BANK, BARBER & BEAUTY SERVICES, PERSONAL SERVICES, RESTAURANT, RESTAURANT DRIVE IN/DRIVE THROUGH, RETAIL AND/OR COMMERCIAL, VEHICLE SALES AND RENTAL, AND VETERINARY/KENNEL FACILITY.
3. TOTAL NON-RESIDENTIAL SQUARE FOOTAGE IS INCREASED FROM 36,480 SF TO 40,698 SF. THIS IS TO ACCOMMODATE A LARGER BUILDING IN PHASE 3 (LOT 2) OF THE ORIGINALLY APPROVED DEVELOPMENT PLAN. THE BUILDING IN PHASE 1 (LOT 1) IS TO MAINTAIN THE SAME SQUARE FOOTAGE AS THE APPROVED DEVELOPMENT PLAN.



Branch Creek Crossing (PUD)
Development Plan, Revision 1
Being Parcel 75 on Tax Map 53
Franklin, Williamson County, Tennessee

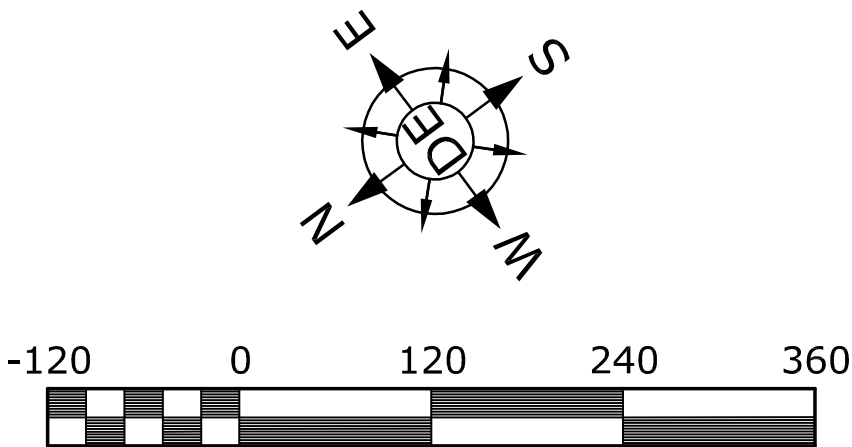
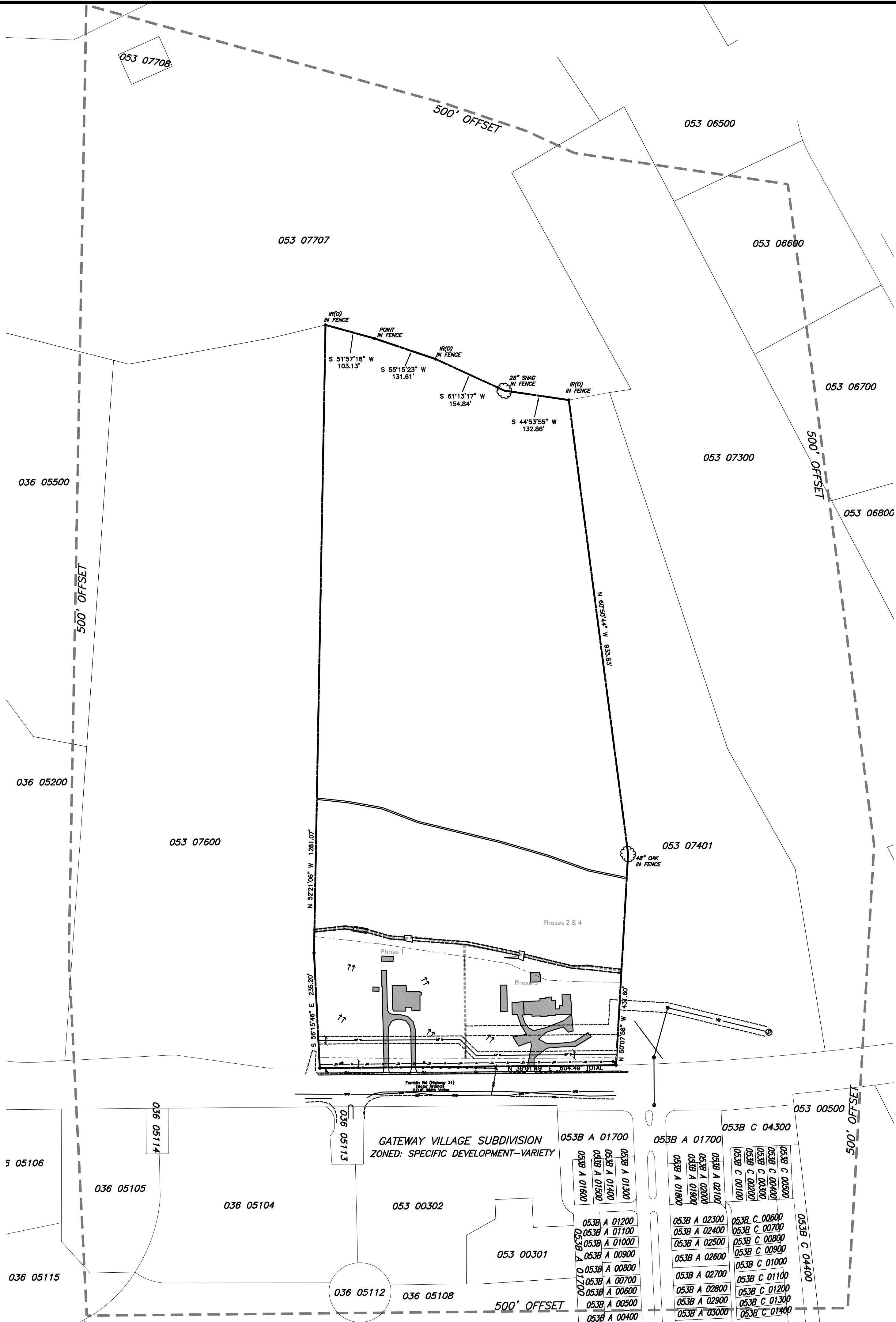


Cover Sheet

C0.0
1 of 12

ADJACENT PROPERTY OWNERS WITHIN 500'

PARCEL NUMBER	PROPERTY ADDRESS	OWNER
053B-A00800	1018 CUMBERLAND PARK DR	ANDREWS MEREDITH LEIGH
053--07500	574 FRANKLIN RD	BCC INVESTMENTS LLC
053--00302	AMBLESIDE WAY	BELL FUND IV FRANKLIN GATEWAY LLC
053B-A00500	1024 CUMBERLAND PARK DR	BROOKS LAUREN MICHELLE
053B-A02600	1017 CUMBERLAND PARK DR	BULLARO FRANCESCA
053--00301	121 DAVENPORT BLVD 3	CAMDEN COMMONS I LLC
036--05114	PERRONE WAY	CAMDEN COMMONS PROPERTY OWNERS ASSOC
053B-A01800	1001 CUMBERLAND PARK DR	CAMERON DARELL C
053--07600	FRANKLIN RD	CHURCH BRENTWOOD OF THE NAZARENE
053--00500	557 FRANKLIN RD	CHURCH CLEARVIEW BAPTIST
053B-A01500	1004 CUMBERLAND PARK DR	COMBS BEDFORD M
036--05104	120 DAVENPORT BLVD	CVHC9 LLC
036--05105	1350 PERRONE WAY	FOR 6 LLC
053--07300	554 FRANKLIN RD	FRANKLIN FUNERAL HOME LLC
053B-A00600	1022 CUMBERLAND PARK DR	FRASER DOUGLAS DAVID
036--05112	DAVENPORT BLVD	GATEWAY VILLAGE DEV INC
053B-A02200	FRANKLIN RD	GATEWAY VILLAGE RESIDENTIAL LLC
053B-A00700	1020 CUMBERLAND PARK DR	HIDDEN HILLS FAMILY LTD PRTNSHP
053B-A02400	1013 CUMBERLAND PARK DR	HIME GEORGE ALLEN
053B-A02100	1007 CUMBERLAND PARK DR	HUDSMITH PATRICIA
053B-A01400	1002 CUMBERLAND PARK DR	JONES CHRISTINA ANNE
053B-A01900	1003 CUMBERLAND PARK DR	KEENAN THOMAS C
053B-A00900	1016 CUMBERLAND PARK DR	LEPPER BOBBY
053B-A02900	1023 CUMBERLAND PARK DR	MATRAVERS LAURIE M
053B-A02500	1015 CUMBERLAND PARK DR	MISSIRIAN RAPHAEL A & ANAHID REV INT
053--06500	1226 COUNTRY RD	PARRIS JEFFREY S
053B-C01100	260 GATEWAY CT	PATTERSON CO LLC
053B-A02000	1005 CUMBERLAND PARK DR	REYNOLDS SALLY M
053B-A02700	1019 CUMBERLAND PARK DR	ROSS RICHARD F
053--06700	1218 COUNTRY RD	ROVENSTINE JOHN JASON
053B-C00100	201 GATEWAY CT	RUTLEDGE JOHN M
053B-A01600	1006 CUMBERLAND PARK DR	TAAFFE PAULINE
053B-A02300	1011 CUMBERLAND PARK DR	TELFER GEORGE CURTISS
053B-A01200	1010 CUMBERLAND PARK DR	THORNTON DON TYLER
053B-A01100	1012 CUMBERLAND PARK DR	VAN VICKLE JOHN HAYES
053--07707	LANDINGS DR	VR LANDINGS AT BRENTWOOD LP
053B-A02800	1021 CUMBERLAND PARK DR	WIENCEK TOM C
053B-A00400	1026 CUMBERLAND PARK DR	WILSON LESLIE ANN
053B-A01000	1014 CUMBERLAND PARK DR	WYLLIE SUZANNE F
053B-A01300	1000 CUMBERLAND PARK DR	YOUNG KIMBERLY W
053--06600	1222 COUNTRY RD	ZHU HUIRONG



Scale 1" = 120'
Site Area = 19.11 Acres

Engineer Dewey Engineering Contact: Michael Dewey, PE 2925 Berry Hill Drive Nashville, TN 37204 Phone: (615) 979-9071 mdewey@dewey-engineering.com	Owner & Developer (Ph. 1 & 3) Branch Creek Partners 1616 Westgate Circle, Suite 215 Brentwood, TN 37207 Contact: Tony Harris Phone: (615) 467-6330 Email: tharris@avenueconstruction.com
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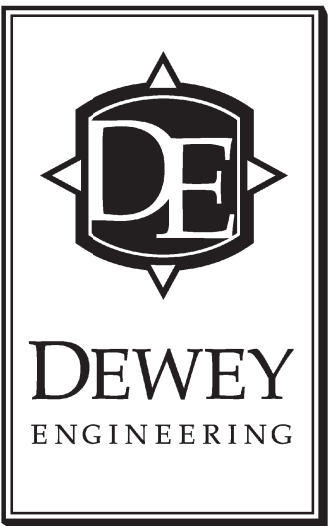
Owner (Ph. 2 & 4) BCC Investments 202 E. Washington Street, Suite 310 Ann Arbor, MI 48104 Contact: Kevin Belew Email: kbelew@batterseapartners.com	Flood Note A Portion of this Property is Located within a Flood Hazard Area as Depicted by Zone 'AE' on the Current Flood Insurance Rate Map (FIRM) Panel #47187C0205. Revised: September 22, 2009
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Revisions:

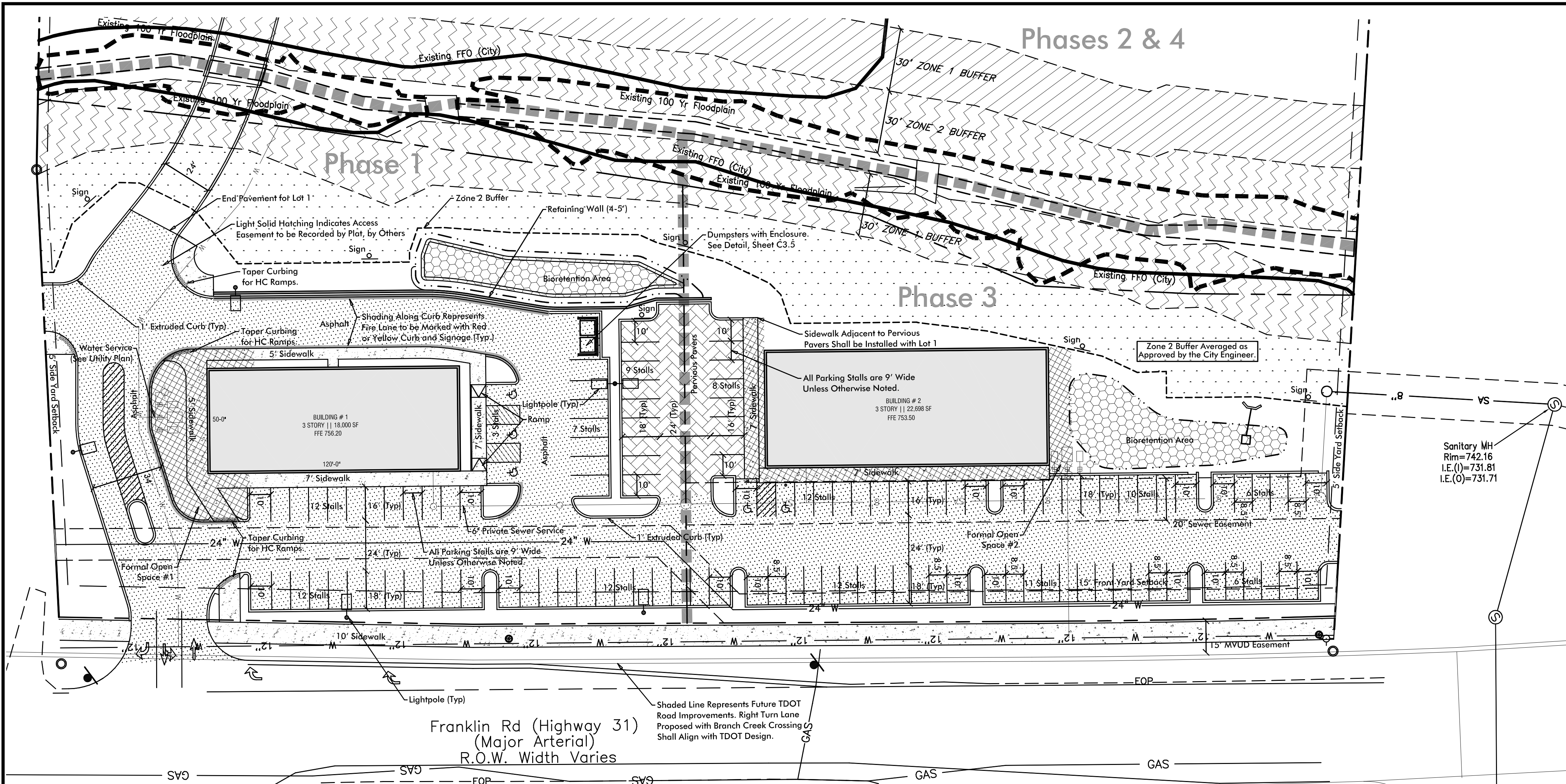
Drawing Notes:
COF Project #6281

Date: November 3, 2016

Branch Creek Crossing (PUD)
Development Plan, Revision 1
Being Parcel 75 on Tax Map 53
Franklin, Williamson County, Tennessee



Overall
Existing
Conditions
Plan



Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 979-9071
mdewey@dewey-engineering.com

Owner & Developer (Ph. 1 & 3)
Branch Creek Partners
1616 Westgate Circle, Suite 215
Brentwood, TN 37207
Contact: Tony Harris
Phone: (615) 467-6330
Email: tharris@avenueconstruction.com

Owner (Ph. 2 & 4)
BCC Investments
202 E. Washington Street, Suite 310
Ann Arbor, MI 48104
Contact: Kevin Belew
Email: kbelew@batterseapartners.com

Flood Note
A Portion of this Property is Located within a Flood Hazard Area as Depicted by Zone 'AE' on the Current Flood Insurance Rate Map (FIRM) Panel #47187C0205.
Revised: September 22, 2009

Site Data	
PROJECT NAME:	Branch Creek Crossing (PUD), Development Plan, Revision 1
PROJECT #	6281
SUBDIVISION:	Branch Creek Crossing
LOT NUMBERS:	N/A
ADDRESS:	574 & 580 Franklin Rd
CITY:	Franklin
COUNTY:	Williamson County
STATE:	Tennessee
CIVIL DISTRICT:	8th
EXISTING ZONING & CHARACTER OV:	SD-X (2.5/36,480), BCCO-4 Character Overlay
PROPOSED ZONING:	SD-X (2.5/40,698)
OTHER APPLICABLE OVERLAYS:	FFO/HHO
APPLICABLE DEVELOPMENT STDS:	Traditional
ACREAGE OF SITE/PROJECT AREA:	19.11 Acres
SQUARE FOOTAGE OF SITE:	832,556 ± Square Feet
PROPOSED USES**:	Day Care Center, Office, Office Showroom, Bank, Barber & Beauty Services, Personal Services, Restaurant, Restaurant Drive In/Drive Through, Retail and/or Commercial, Vehicle Sales and Rental, Veterinary/Kennel Facility.
MINIMUM REQUIRED SETBACK LINES:	
YARD FRONTING ON STREET:	15 Feet
SIDE YARD:	5 Feet
REAR YARD:	0 Feet
DEVELOPER (PHASES 1 & 3 ONLY):	Branch Creek Partners
ADDRESS:	1616 Westgate Circle, Suite 215 Brentwood, TN 37207
PHONE NUMBER:	(615) 467-6330
EMAIL ADDRESS:	tharris@avenueconstruction.com
CONTACT NAME:	Tony Harris
APPLICANT:	Dewey Engineering
ADDRESS:	2925 Berry Hill Dr Nashville 37204
PHONE NUMBER:	(615) 401-9556
E-MAIL ADDRESS:	mdewey@dewey-engineering.com
CONTACT NAME:	Michael Dewey, PE
BUILDING SQUARE FOOTAGE:	± 40,698 sf
BUILDING HEIGHT:	3 Stories
LANDSCAPE SURFACE RATIO	See Landscape Plan
MIN. LANDSCAPE SURFACE RATIO	See Landscape Plan
INCOMPATIBLE USE BUFFER REQUIRED	No
MIN. PARKING REQUIREMENT:	See Required Parking Breakdown Table, Sheet C2.1
MAX. PARKING LIMIT:	N/A
PARKING PROVIDED:	120 Stalls
PARKING BREAKDOWN:	
120 Surface Spaces (17 Pervious, 103 Impervious)	
0 Structured Spaces	
RESIDENTIAL DENSITY:	N/A (See Previously Approved Development Plan)
TREE CANOPY:	See Landscape Plan
PARKLAND:	N/A*
OPEN SPACE:	0
**PARK LAND DEDICATION SHALL BE PERFORMED DURING THE SITE PLAN PROCESS FOR PHASES 2 AND 4. THE REVISIONS TO THIS DEVELOPMENT APPLY TO THE NON-RESIDENTIAL PHASES 1 & 3.	
**USES LISTED ARE POSSIBLE USES ONLY.	

Parking Requirements (Option 1)

Parking Provided = 120 Stalls
Parking Required = 120 Stalls

Calculations for Parking Required:

Restaurant:
-7.5 Spaces per 1,000 Square Feet (Gross)
-1300 sf / 1000 sf * 7.5 = 9.75
-0.75/Employee
-3 Employees*0.75 = 2.25

Retail:
-2.5 Spaces per 1,000 Square Feet (Gross)
-12266 / 1000 sf * 2.5 = 30.67

Office:
-2.85 Spaces per 1,000 Square Feet (Gross)
-27132 / 1000 sf * 2.85 = 77.33

Total:
-9.75 + 2.25 + 30.67 + 77.33 = 120.00 = 120 Stalls

Parking Requirements (Option 2)

Parking Provided = 120 Stalls
Parking Required = 120 Stalls

Calculations for Parking Required:

Bar:
-5.0 Spaces per 1,000 Square Feet (Gross)
-3500 sf / 1000 sf * 5.0 = 17.50

Retail:
-2.5 Spaces per 1,000 Square Feet (Gross)
-10174 / 1000 sf * 2.5 = 25.44

Office:
-2.85 Spaces per 1,000 Square Feet (Gross)
-27024 / 1000 sf * 2.85 = 77.01

Total:
-17.50 + 25.44 + 77.01 = 120.00 = 120 Stalls

*Note: Parking Requirement Options Listed Above are Examples Only. Uses Listed in Parking Requirement Options Above May Vary.

STATEMENT OF IMPACTS

1. WATER

1.1. TOTAL ESTIMATED USAGE OF 27,825 GALLONS PER DAY. DEVELOPMENT WILL BE SERVED FROM AN EXISTING 12 INCH WATER LINE ON FRANKLIN ROAD AND THE RESIDENTIAL DEVELOPMENT WILL BE SERVED BY A PROPOSED 8 INCH WATER LINE EXTENSION. MODELS BY MALLORY VALLEY UTILITY DISTRICT INDICATE THE RESIDENTIAL RESIDUAL PRESSURE WILL BE IN THE RANGE OF 85 TO 95 PSI DURING NORMAL SYSTEM DEMANDS AND THE COMMERCIAL RESIDUAL PRESSURES WILL BE IN THE RANGE OF 80 TO 90 PSI DURING NORMAL SYSTEM DEMAND PERIODS. A FIRE FLOW EVENT WAS ALSO CHECKED AT THE END OF THE PROPOSED 8 INCH LINE AND THE MODEL INDICATES A RESIDUAL PRESSURE OF 70 PSI DURING SUCH AN EVENT AT THE END OF THE LINE.

2. SEWER FACILITIES

2.1. A PROPOSED 8" SANITARY SEWER LINE IS BEING EXTENDED ACROSS THE PROPERTY TO THE BRENTWOOD CHURCH OF THE NAZARENE. THE PROPOSED DEVELOPMENT WILL TIE TO THE PROPOSED 8" SANITARY SEWER MAIN. INSTALLATION OF THIS CONNECTION TO THE NEIGHBORING PROPERTY WILL OCCUR WITH THE DEVELOPMENT OF THE RESIDENTIAL PHASES 2 & 4.

3. REPURIFIED (REUSE) WATER FACILITIES

3.1. NONE WITHIN THE DEVELOPMENT

4. STREET NETWORK

4.1. FRANKLIN ROAD (STATE ROUTE 6, US 31) IS FUNCTIONALLY CLASSIFIED BY THE CITY OF FRANKLIN AS A MAJOR ARTERIAL ORIENTED IN THE NORTH-SOUTH DIRECTION PROVIDING A CONNECTION BETWEEN FRANKLIN AND BRENTWOOD. MOORES LANE (STATE ROUTE 441)/LYNNWOOD WAY IS FUNCTIONALLY CLASSIFIED BY THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) AS AN URBAN MINOR ARTERIAL. DAVENPORT BOULEVARD SERVES AS THE MAIN ACCESS TO THE GATEWAY DEVELOPMENT ON THE WEST SIDE OF FRANKLIN ROAD. THE PROPOSED SITE PLAN SHOWS ACCESS TO FRANKLIN ROAD AS THE FOURTH LEG OF THE EXISTING INTERSECTION OF FRANKLIN ROAD AND DAVENPORT BOULEVARD.

4.2. DEVELOPMENT WILL REQUIRE RIGHT TURN LANE AND SIGNALIZATION AS PER TRAFFIC STUDY PREVIOUSLY SUPPLIED.

4.3. PREVIOUSLY PROVIDED TRIP GENERATION CHART HAS BEEN UPDATED PER PROPOSED REVISION.

5. DRAINAGE FACILITIES

5.1. STORMWATER IS DESIGNED TO MEET THE 80% TSS REMOVAL AND WATER QUANTITY REQUIREMENTS FOR THE CITY OF FRANKLIN. SEE GRADING AND DRAINAGE DATA CHARTS FOR ADDITIONAL IMPERVIOUS AREA AND FLOW CALCULATIONS.

6. POLICE, FIRE, AND RECREATIONAL FACILITIES

- 6.1. POLICE: 900 COLUMBIA AVE
- 4.2 MILES (11 MINUTES)
- 6.2. FIRE: 370 MALLORY STATION ROAD (MALLORY STATION 3)
- 2.4 MILES (5 MINUTES)
- 6.3. RECREATIONAL FACILITIES
- DRY BRANCH WETLANDS 0.25 MILES (1 MINUTE)

7. PROJECTED STUDENT POPULATION

7.1. THE STUDENT POPULATION IS PROJECTED AT A RATE OF ONE STUDENT PER 0.64 HOMES
48 X 0.64 = 30.72 STUDENTS

8. REFUSE STORAGE AND COLLECTION

8.1. DEVELOPMENT WILL PROVIDE SCREENED DUMPSTERS FOR THE COMMERCIAL DEVELOPMENTS AND TRASH CORRALS FOR THE RESIDENTIAL DEVELOPMENTS. COLLECTION SCHEDULE WILL BE PROVIDED BY THE GARBAGE COLLECTION COMPANY.

9. RESTRICTIVE COVENANTS

9.1. RESTRICTIVE COVENANTS, ARCHITECTURAL CONTROLS, GRANTS OF EASEMENTS, PROPOSED EASEMENTS FOR UTILITIES: THE DEVELOPMENT HAS BEEN DESIGNED TO COMPLIMENT THE ADJACENT GATEWAY VILLAGE DEVELOPMENT. THE DEVELOPMENT WILL FOLLOW THE TRADITIONAL DESIGN STANDARDS. THE DEVELOPMENT WILL BE PROVIDING UTILITY EASEMENT FOR SANITARY SEWER AND WATER MAIN EXTENSIONS AND THE ASSOCIATED GRADING.

TRIP GENERATION DATA

Branch Creek - Trip Generation (Phases 1 & 3 Only)

Land Use:	LUC 934 F.F. Rest.	LUC 826 Sp. Retail	LUC 710 Office	TOTAL
Size:	1,300	12,266	27,132	40,698
Average Daily Traffic	645	562	487	1,694
Daily Enter	322	281	244	847
Daily Exit	322	281	244	847

AM Peak Hour Total	59	67	126
AM Peak Hour Enter	30	59	89
AM Peak Hour Exit	29	8	37

PM Peak Hour Total	42	51	109	203
PM Peak Hour Enter	22	22	19	63
PM Peak Hour Exit	20	29	90	139

Trip Generation 9th Edition rates equations equations

OPEN SPACE CALCULATIONS:

REQUIRED OPEN SPACE FOR TRADITIONAL AREA

3% NON-RESIDENTIAL

5% RESIDENTIAL

MINIMUM OPEN SPACE LOT SIZE IS 2500 SF

LOT 1 (PHASE 1)

1.56 AC, REQUIRED O.S.: 0.06 AC (3%)

LOT 2 (PHASE 3)

1.25 AC, REQUIRED O.S.: 0.06 AC (3%)

LOT 3 (PHASES 2 & 4)

13.8 AC, REQUIRED O.S.: 0.69 AC (5%)

PHASING SCHEDULE (ESTIMATED):

PHASE 1 - SITE PLAN FOR 18,000 SF NON-RESIDENTIAL BUILDING IS APPROVED. CONSTRUCTION TO COMMENCE IN 2016.

PHASE 2 - 30 UNIT CONDOMINIUM BUILDING (BY OTHERS)

PHASE 3 - 22,698 SF NON-RESIDENTIAL BUILDING. CONSTRUCTION TO COMMENCE IN 2017

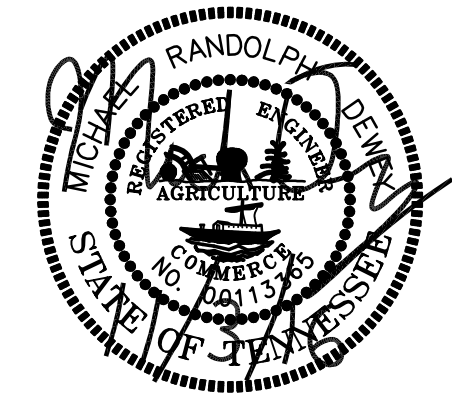
PHASE 4 - 18 UNIT CONDOMINIUM BUILDING (BY OTHERS)

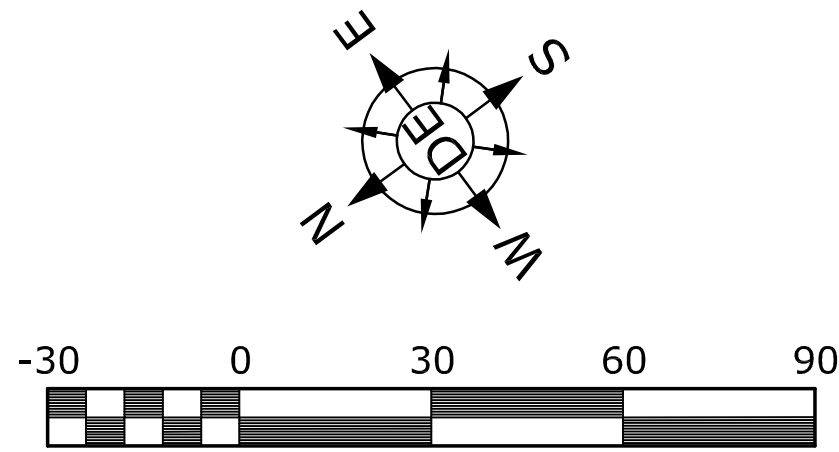
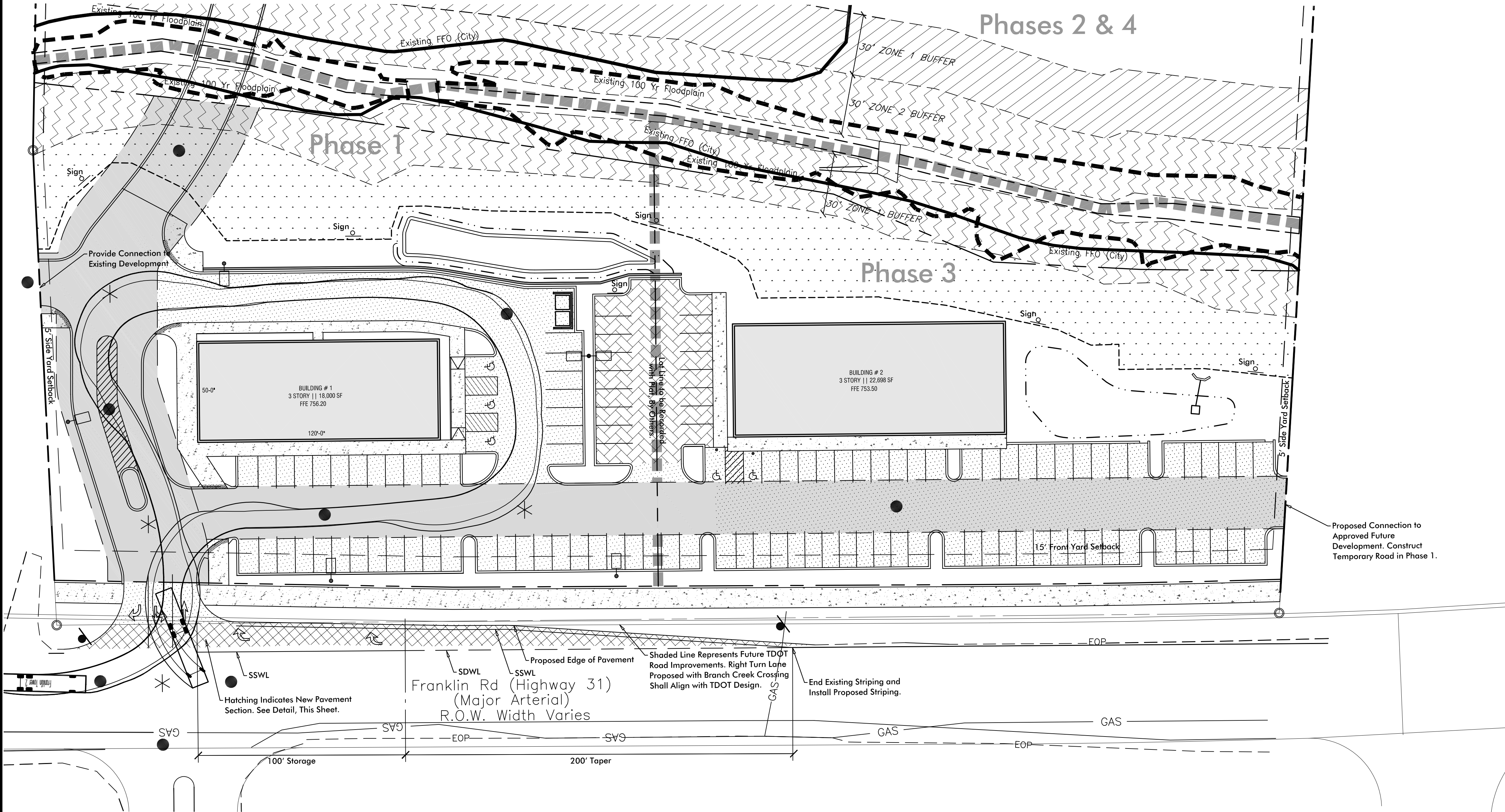
ASL
LED SERIES
AREASTRO ROAD LIGHTER

Hubbell
Outdoor Lighting

Specifications

• Durable, weather-resistant, die-cast and extruded aluminum for maximum heat dissipation and optimum component operation.
• EFC: 18, 20, 24, 30, 36, 42, 48, 54, 60, 66, 72, 78, 84, 90, 96, 102, 108, 114, 120, 126, 132, 138, 144, 150, 156, 162, 168, 174, 180, 186, 192, 198, 204, 210, 216, 222, 228, 234, 240, 246, 252, 258, 264, 270, 276, 282, 288, 294, 300, 306, 312, 318, 324, 330, 336, 342, 348, 354, 360, 366, 372, 378, 384, 390, 396, 402, 408, 414, 420, 426, 432, 438, 444, 450, 456, 462, 468, 474, 480, 486, 492, 498, 504, 510, 516, 522, 528, 534, 540, 546, 552, 558, 564, 570, 576, 582, 588, 594, 600, 606, 612, 618, 624, 630, 636, 642, 648, 654, 660, 666, 672, 678, 684, 690, 696, 702, 708, 714, 720, 726, 732, 738, 744, 750, 756, 762, 768, 774, 780, 786, 792, 798, 804, 810, 816, 822, 828, 834, 840, 846, 852, 858, 864, 870, 876, 882, 888, 894, 900, 906, 912, 918, 924, 930, 936, 942, 948, 954, 960, 966, 972, 978, 984, 990, 996, 1002, 1008, 1014, 1020, 1026, 1032, 1038, 1044, 1050, 1056, 1062, 1068, 1074, 1080, 1086, 1092, 1098, 1104, 1110, 1116, 1122, 1128, 1134, 1140, 1146, 1152, 1158, 1164, 1170, 1176, 1182, 1188, 1194, 1200, 1206, 1212, 1218, 1224, 1230, 1236, 1242, 1248, 1254, 1260, 1266, 1272, 1278, 1284, 1290, 1296, 1302, 1308, 1314, 1320, 1326, 1332, 1338, 1344, 1350, 1356, 1362, 1368, 1374, 1380, 1386, 1392, 1398, 1404, 1410, 1416, 1422, 1428, 1434, 1440, 1446, 1452, 1458, 1464, 1470, 1476, 1482, 1488, 1494, 1500, 1506, 1512, 1518, 1524, 1530, 1536, 1542, 1548, 1554, 1560, 1566, 1572, 1578, 1584, 1590, 1596, 1602, 1608, 1614, 1620, 1626, 1632, 1638, 1644, 1650, 1656, 1662, 1668, 1674, 1680, 1686, 1692, 1698, 1704, 1710, 1716, 1722, 1728, 1734, 1740, 1746, 1752, 1758, 1764, 1770, 1776, 1782, 1788, 1794, 1800, 1806, 1812, 1818, 1824, 1830, 1836, 1842, 1848, 1854, 1860, 1866, 1872, 1878, 1884, 1890, 1896, 1902, 1908, 1914, 1920, 1926, 1932, 1938, 1944, 1950, 1956, 1962, 1968, 1974, 1980, 1986, 1992, 1998, 2004, 2010, 2016, 2022, 2028, 2034, 2040, 2046, 2052, 2058, 2064, 2070, 2076, 2082, 2088, 2094, 2100, 2106, 2112, 2118, 2124, 2130, 2136, 2142, 2148, 2154, 2160, 2166, 2172, 2178, 2184, 2190, 2196, 2202, 2208, 2214, 2220, 2226, 2232, 2238, 2244, 2250, 2256, 2262, 2268, 2274, 2280, 2286, 2292, 2298, 2304, 2310, 2316, 2322, 2328, 2334, 2340, 2346, 2352, 2358, 2364, 2370, 2376, 2382, 2388, 2394, 2400, 2406, 2412, 2418, 2424, 2430, 2436, 2442, 2448, 2454, 2460, 2466, 2472, 2478, 2484, 2490, 2496, 2502, 2508, 2514, 2520, 2526, 2532, 2538, 2544, 2550, 2556, 2562, 2568, 2574, 2580, 2586, 2592, 2598, 2604, 2610, 2616, 2622, 2628, 2634, 2640, 2646, 2652, 2658, 2664, 2670, 2676, 2682, 2688, 2694, 2700, 2706, 2712, 2718, 2724, 2730, 2736, 2742, 2748, 2754, 2760, 2766, 2772, 2778, 2784, 2790, 2796, 2802, 2808, 2814, 2820, 2826, 2832, 2838, 2844, 2850, 2856, 2862, 2868, 2874, 2880, 2886, 2892, 2898, 2904, 2910, 2916, 2922, 2928, 2934, 2940, 2946, 2952, 2958, 2964, 2970, 2976, 2982, 2988, 2994, 3000, 3006, 3012, 3018, 3024, 3030, 3036, 3042, 3048, 3054, 3060, 3066, 3072, 3078, 3084, 3090, 3096, 3102, 3108, 3114, 3120, 3126, 3132, 3138, 3144, 3150, 3156, 3162, 3168, 3174, 3180, 3186, 3192, 3198, 3204, 3210, 3216, 3222, 3228, 3234, 3240, 3246, 3252, 3258, 3264, 3270, 3276, 3282, 3288, 3294, 3300, 3306, 3312, 3318, 3324, 3330, 3336, 3342, 3348, 3354, 3360, 3366, 3372, 3378, 3384, 3390, 3396, 3402, 3408, 3414, 3420, 3426, 3432, 3438, 3444, 3450, 3456, 3462, 3468, 3474, 3480, 3486, 3492, 3498, 3504, 3510, 3516, 3522, 3528, 3534, 3540, 3546, 3552, 3558, 3564, 3570, 3576, 3582, 3588, 3594, 3600, 3606, 3612, 3618, 3624, 3630, 3636, 3642, 3648, 3654, 3660, 3666, 3672, 3678, 3684, 3690, 3696, 3702, 3708, 3714, 3720, 3726, 3732, 3738, 3744, 3750, 3756, 3762, 3768, 3774, 3780, 3786, 3792, 3798, 3804, 3810, 3816, 3822, 3828, 3834, 3840, 3846, 3852, 3858, 3864, 3870, 3876, 3882, 3888, 3894, 3900, 3906, 3912, 3918, 3924, 3930, 3936, 3942, 3948, 3954, 3960, 3966, 3972, 3978, 3984, 3990, 3996, 4002, 4008, 4014, 4020, 4026, 4032, 4038, 4044, 4050, 4056, 4062, 4068, 4074, 4080, 4086, 4092, 4098, 4104, 4110, 4116, 4122, 4128, 4134, 4140, 4146, 4152, 4158, 4164, 4170, 4176, 4182, 4188, 4194, 4200, 4206, 4212, 4218, 4224, 4230, 4236, 4242, 4248, 4254, 4260, 4266, 4272, 4278, 4284, 4290, 4296, 4302, 4308, 4314, 4320, 4326, 4332, 4338, 4344, 4350, 4356, 4362, 4368, 4374, 4380, 4386, 4392, 4398, 4404, 4410, 4416, 4422, 4428, 4434, 4440, 4446, 4452, 4458, 4464, 4470, 4476, 4482, 4488, 4494, 4500, 4506, 4512, 4518, 4524, 4530, 4536, 4542, 4548, 4554, 4560, 4566, 4572, 4578, 4584, 4590, 4596, 4602, 4608, 4614, 4620, 4626, 4632, 4638, 4644, 4650, 4656, 4662, 4668, 4674, 4680, 4686, 4692, 4698, 4704, 4710, 4716, 4722, 4728, 4734, 4740, 4746, 4752, 4758, 4764, 4770, 4776, 4782, 4788, 4794, 4800, 4806, 4812, 4818, 4824, 4830, 4836, 4842, 4848, 4854, 4860, 4866, 4872, 4878, 4884, 4890, 4896, 4902, 4908, 4914, 4920, 4926, 4932, 4938, 4944, 4950, 4956, 4962, 4968, 4974, 4980, 4986, 4992, 4998, 5004, 5010, 5016, 5022, 5028, 5034, 5040, 5046, 5052, 5058, 5064, 5070, 5076, 5082, 5088, 5094, 5100, 5106, 5112, 5118, 5124, 5130, 5136, 5142, 5148, 5154, 5160, 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6162, 6168, 6174, 6180, 6186, 6192, 6198, 6204, 6210, 6216, 6222, 6228, 6234, 6240, 6246, 6252, 6258, 6264, 6270, 6276, 6282, 6288, 6294, 6300, 6306, 6312, 6318, 6324, 6330, 6336, 6342, 6348, 6354, 6360, 6366, 6372, 6378, 6384, 6390, 6396, 6402, 6408, 6414, 6420, 6426, 6432, 6438, 6444, 6450, 6456, 6462, 6468, 6474, 6480, 6486, 6492, 6498, 6504, 6510, 6516, 6522, 6528, 6534, 6540, 6546, 6552, 6558, 6564, 6570, 6576, 6582, 6588, 6594, 6600, 6606, 6612, 6618, 6624, 6630, 6636, 6642, 6648, 6654, 6660, 6666, 6672, 6678, 6684,





Scale 1" = 30'
Site Area = 19.11 Acres

Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 979-9071
mdewey@dewey-engineering.com

Owner & Developer (Ph. 1 & 3)
Branch Creek Partners
1616 Westgate Circle, Suite 215
Brentwood, TN 37207
Contact: Tony Harris
Phone: (615) 467-6330
Email: tharris@avenueconstruction.com

Owner (Ph. 2 & 4)
BCC Investments
202 E. Washington Street, Suite 310
Ann Arbor, MI 48104
Contact: Kevin Belew
Email: kbelew@batterseapartners.com

Flood Note
A Portion of this Property is Located within a Flood Hazard Area as Depicted by Zone 'AE' on the Current Flood Insurance Rate Map (FIRM) Panel #47187C0205.
Revised: September 22, 2009

TRIP GENERATION DATA				
Branch Creek - Trip Generation (Phases 1 & 3 Only)				
Land Use:	LUC 934	LUC 826	LUC 710	TOTAL
	F.F. Rest.	Sp. Retail	Office	
Size:	1,300	12,266	27,132	40,698
Average Daily Traffic	645	562	487	1,694
Daily Enter	322	281	244	847
Daily Exit	322	281	244	847
AM Peak Hour Total	59		67	126
AM Peak Hour Enter	30		59	89
AM Peak Hour Exit	29		8	37
PM Peak Hour Total	42	51	109	202
PM Peak Hour Enter	22	22	19	63
PM Peak Hour Exit	20	29	90	139
Trip Generation 9th Edition	rates	equations	equations	

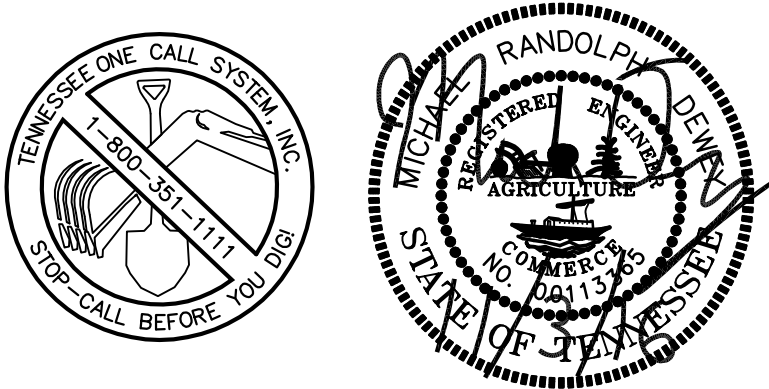
- R.O.W. & Access General Notes**
- Prior to beginning any construction, the Developer and/or Contractor, shall obtain all necessary permits as required by law. Such permits may include, but are not limited to, those required by State of Tennessee, Williamson County and other City of Franklin agencies.
 - All off-site work within the public right-of-way shall require an approved traffic control plan which complies with the MUTCD. No off-site excavation may be undertaken in any street, road, alley or right-of-way of any utility or temporary construction easement of the City of Franklin by any entity unless 72-hour notice has been given to the City of Franklin Traffic Operations Center. The contractor shall have an approved traffic control plan onsite during construction.
 - Construction materials shall be fully tested in accordance with the designations and requirements within the referenced "TDOT Standard Specifications" sections, unless otherwise noted within the "Standard Specifications" section of the City of Franklin Transportation & Street Technical Standards.
 - An authorized representative of the City shall make a final inspection of the project after completion to determine acceptability of the work and for release of performance bonds if required. Before this final inspection can be made, the Engineer responsible for the project shall certify in writing to the City Engineer that the work has been completed in accordance with approved plans and specifications.
 - 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.
 - 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.
 - 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.

- Branch Creek Crossing R.O.W. & Access Data Chart (Phases 1 & 3 Only)**
- Daily Trip Generation: 1,694 veh per day
 - Peak Hour Trip Generation: 202 veh per hour
 - Traffic Impact Study Required: Yes, Previously Provided Trip Generation Chart has Been Updated per Proposed Revision.
 - Circulation Plan Required: Yes

Connectivity Index

● -Links
✱ -Nodes

8 LINKS/4 NODES = 2.00

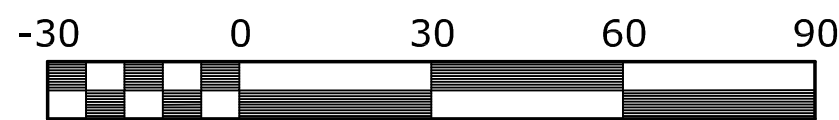
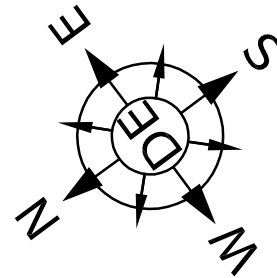


Branch Creek Crossing (PUD)
Development Plan, Revision 1
Being Parcel 75 on Tax Map 53
Franklin, Williamson County, Tennessee



Overall ROW
& Access Plan

C4.0



Scale 1" = 30'
Site Area = 19.11 Acres

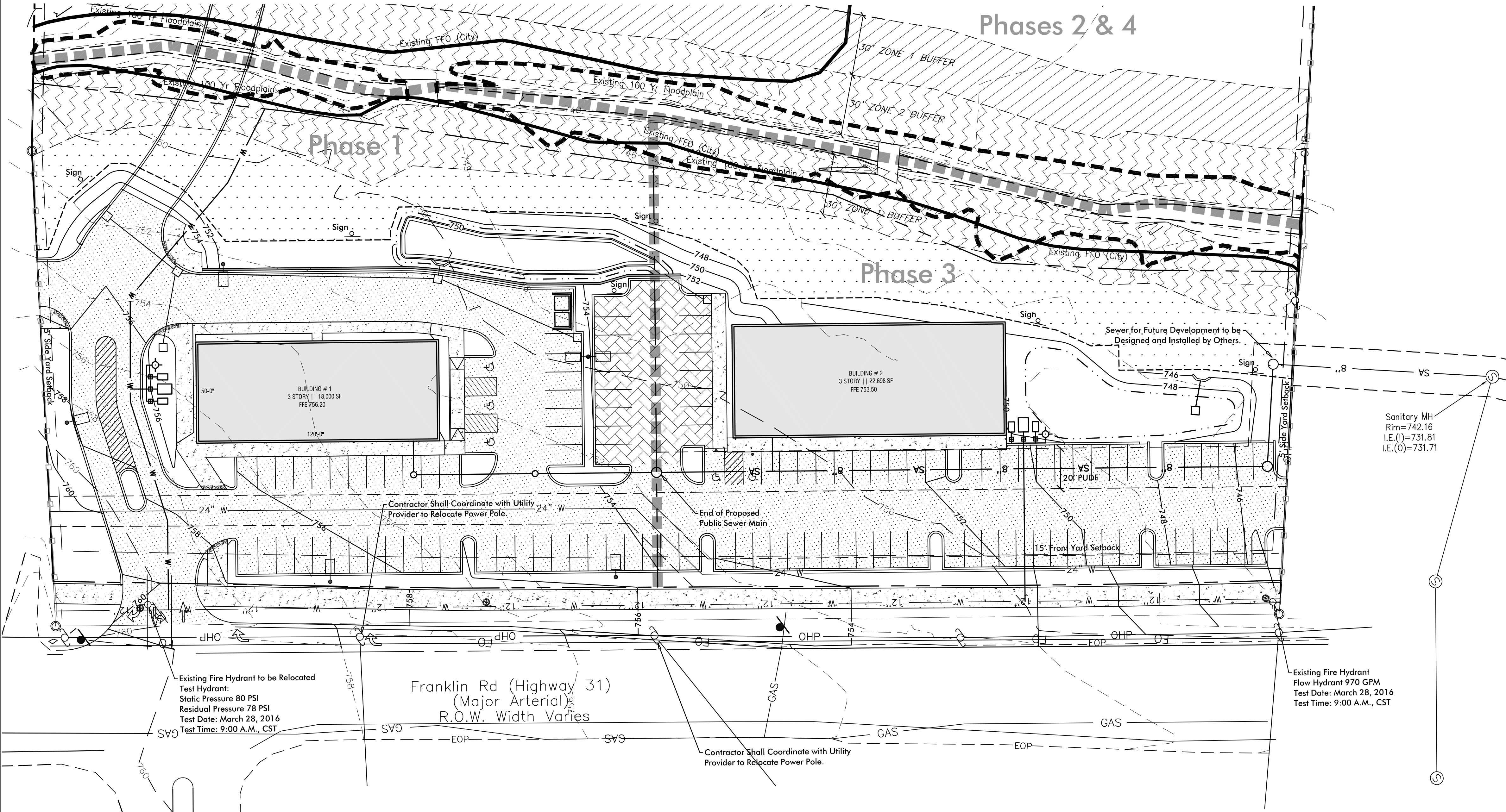
Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 979-9071
mdewey@dewey-engineering.com

Owner & Developer (Ph. 1 & 3)
Branch Creek Partners
1616 Westgate Circle, Suite 215
Brentwood, TN 37207
Contact: Tony Harris
Phone: (615) 467-6330
Email: tharris@avenueconstruction.com

Owner (Ph. 2 & 4)
BCC Investments
202 E. Washington Street, Suite 310
Ann Arbor, MI 48104
Contact: Kevin Belew
Email: kbelew@batterseapartners.com

Flood Note
A Portion of this Property is Located within a Flood Hazard Area as Depicted by Zone 'AE' on the Current Flood Insurance Rate Map (FIRM) Panel #47187C0205.
Revised: September 22, 2009

Date: November 3, 2016



Utility Plan Legend

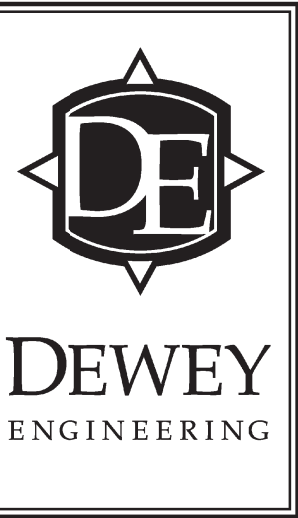
- PROP. STORM CULVERT
- PROP. 8" WATER MAIN
- PROP. 8" GRAVITY SEWER MAIN
- EX. 12" WATER MAIN
- EX. 24" WATER MAIN
- EX. OVERHEAD ELECTRIC (DOWNS BLVD)
- EX. UTILITY POLE
- PROP. HEADWALL
- PROP. DRAINAGE CATCH BASIN
- PROP. 6" SEWER LATERAL SERVICE
- EX. SEWER MANHOLE
- PROP. WATER METER
- PROP. FIRE HYDRANT & ASSEMBLY
- PROP. GATE VALVE & BOX

Water and Sewer General Notes

- All persons who undertake the construction of water, sewer and/or reclaimed water lines located in, or affecting services provided by the City of Franklin shall comply with the requirements and regulations set forth in the "General Requirements & Technical Specifications, Water Management Department, City of Franklin, Tennessee" latest edition, along with any amendments, additions, or alteration that may thereafter be adopted by the board of mayor and aldermen by resolution.
- Contractor shall obtain 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.
- Contractor shall obtain and keep all of the following items on the jobsite at all times during construction:
 - Approved, Stamped and Signed Water and/or Sewer Plans
 - Water & Sewer Infrastructure Installation Permit, with all steps completed and signed by appropriate City employees.
 - Copy of approved availability request response letter.
 - A copy of all approved Cut Sheets.
- Acceptance of City of Franklin public 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.
- 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.
- All off-site work within the public right-of-way shall require an approved traffic control plan which complies with the MUTCD. No off-site excavation may be undertaken in any street, road, alley or right-of-way of any utility or temporary construction easement of the City of Franklin by any entity unless 72-hour notice has been given to the City of Franklin Traffic Operations Center. The contractor shall have an approved traffic control plan onsite during construction.
- Any damages caused to existing utilities during construction shall, at his own expense, be replaced or repaired to original condition and quality, as approved by the owner and representative of the appropriate utility company, by the Contractor.

Branch Creek Crossing (PUD) Development Plan, Revision 1

Being Parcel 75 on Tax Map 53
Franklin, Williamson County, Tennessee

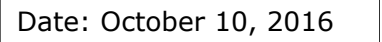


Overall Utility
Plan

C5.0

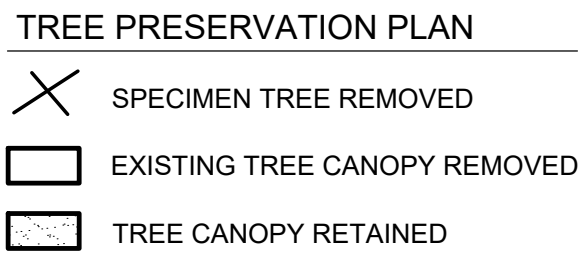
8 of 12

Drawing Notes:
COF Project # 6281



Being Parcel 75 on Tax Map 53
Franklin, Williamson County, Tennessee

C8.0



Vicinity Map

EXISTING TREE CANOPY - 60%-79%

MINIMUM REQUIRED TREE CANOPY RETENTION BY ZONING - SD-X 18%

EXISTING TREE CANOPY COVER - 63.32%

PROPOSED TREE CANOPY COVER - 63.32%

TREE REPLACEMENT 2" REPLACEMENT FOR EVERY 1" REMOVED

EXISTING TREE SUMAMRY

TOTAL SITE AREA - 19.17 ACRES

SITE USE - RESIDENTIAL

NUMBER	TYPE	SIZE	HEALTH	STATUS
101	TREE	38"	POOR	REMOVED
102	TREE	24"	POOR	REMOVED
103	TREE	36"	FAIR	REMOVED
104	TREE	48"	FAIR	
105	TREE	36"	FAIR	
106	TREE	28"	FAIR	
107	TREE	38"	FAIR	
108	TREE	32"	FAIR	
109	TREE	48"	POOR	
110	TREE	36"	POOR	
111	TREE	30"	FAIR	
112	TREE	24"	FAIR	
113	TREE	32"	FAIR	REMOVED
114	TREE	26"	FAIR	REMOVED
115	TREE	48"	GOOD	
116	TREE	28"	GOOD	

SPECIMEN TREES REMOVED: 5
TOTAL HEALTHY INCHES REMOVED: 94 INCHES

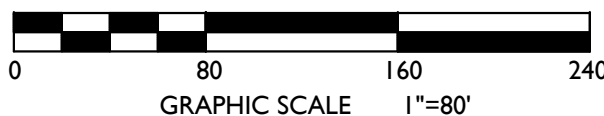
REPLACEMENT RATIO: 2:1
REPLACEMENT REQUIRED: 188 INCHES

TREE AREA	EXISTING CANOPY	REMOVED CANOPY	REMAINING CANOPY
TREE R1	559,731 SF	27,866 SF	531,865 SF
TREE R2	16,429 SF	3,144 SF	13,285 SF
TREE R3	6,439 SF	6,439 SF	0 SF
TREE R4	9,752 SF	9,752 SF	0 SF
TREE R5	10,400 SF	0 SF	10,400 SF
TOTAL SF	602,751 SF	47,201 SF	555,550 SF
TOTAL ACRES	13.83 AC	1.08 AC	12.75 AC

NOTE:
THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION, STORAGE, OR
DISTURBANCE OF VEGETATION ALLOWED IN THE STREAM BUFFER EXCEPT
PERMITTED BY THE CITY ENGINEER.

NOTE:
THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION STORAGE, OR
DISTURBANCE OF VEGETATION ALLOWED IN THE STREAM BUFFER EXCEPT
PERMITTED BY THE CITY ENGINEER.
A PORTION OF THIS PROPERTY IS LOCATED WITHIN AN AREA ZONE AE AS
SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO.
47187C0205F, DATED SEPTEMBER 29, 2006 AND A PORTION OF THE PROPERTY
IS LOCATED WITHIN AND AREA ZONE X AS SHOWN ON F.E.M.A. FLOOD
INSURANCE MAP, COMMUNITY PANEL NO. 47187C0205F DATED SEPTEMBER
29, 2006.

NOTE: SITE REFERENCES TENNESSEE STATE PLANE COORDINATE SYSTEM,
ZONE 5301, FIPZONE 4100: NAD83 DATUM.

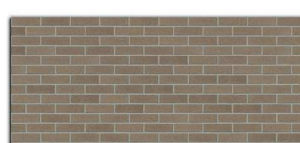




02 Side Elevation
1/4" = 1'-0"

01 Front Elevation
1/4" = 1'-0"

material legend

	BELDEN BRICK UTILITY BRICK COLOR: BELDEN DUTCH GRAY VELOUR
	BELDEN BRICK UTILITY BRICK COLOR: BELDEN 8521
	BELDEN BRICK UTILITY BRICK COLOR: BELDEN 8523
	BELDEN BRICK UTILITY BRICK COLOR: BELDEN 671 VELOUR
	READING ROCK ROCKCAST SMOOTH COLOR: ARTIO WHITE

percentage of exterior materials

front/rear elevation

brick || 2769.44 sf (94.8%)
cast stone || 146.38 sf (5.2%)

total facade || 2915.82 sf

side elevation

brick || 1144.27 sf (94.8%)
cast stone || 62.6 sf (5.2%)

total facade || 1206.87 sf

total brick building 1 || 7827.42 sf (94.8%)
total faced building 1 || 8245.38 sf

general elevation notes

1. DOOR AND WINDOW FRAMES TO BE KAWNEER ALUMINUM FINISH NO. 14 - (CLEAR ANODIZED ALLUMINUM)
2. GLAZING TO BE 1" INSULATED PPG SOLAR GRAY AND SOLARBAN 60 (3) CLEAR

2. GLAZING TO BE 1" INSULATED PPG SOLAR GRAY AND SOLARBAN 60
(3) CLEAR

elevation keynotes

- ① PREFINISHED METAL COPING - ALUMINUM NO. 14 - KAWNEER CLEAR ANODIZED ALUMINUM
- ② MASONRY CONTROL JOINT - REFER TO DETAIL 02/A110
- ③ PREFINISHED ALUMINUM GANTRY - COLOR TO MATCH ALUMINUM STOREFRONT AND COPING
- ④ EXTERIOR LIGHTING - REFER TO ELECTRICAL.
- ⑤ 8" SOLDIER COURSE - BELDEN | DUTCH GRAY VELOUR.
- ⑥ 12" SOLDIER COURSE - BELDEN | DUTCH GRAY VELOUR.
- ⑦ CUSTOM CAST ARCHITECTURAL CAST STONE STRING COURSE & BANDING - PRODUCT NO. SC-15 (COLOR: ARTIFICIAL WHITE).
- ⑧ BRIDGE DOWNSPOUT NOZZLE FOR OVERFLOW DRAINS AT ROOF - REFER TO PLUMBING.
- ⑨ 1/2" RECESSED BRICK COURSE - BELDEN | DUTCH GRAY VELOUR.

- 9 1/2" RECESSED BRICK COURSE - BELDEN | DUTCH GRAY VELOUR.

zone 4 - building envelope requirements

ROOFS	
INSULATION ENTIRELY ABOVE DECK	R-15cl
WALLS ABOVE GRADE	
METAL FRAMED	R-13 (R19 PROVIDED)
SLAB-ON-GRADE FLOORS	
UNHEATED SLABS	NR (NO REQUIREMENT)
OPAQUE DOORS	
SWINGING	U-0.70

zone 4 - building envelope requirements fenestration

METAL FRAMING	
STOREFRONT U-FACTOR	0.50
ENTRANCE DOOR U-FACTOR	0.85
SHGC - ALL FRAME TYPES	
SHGC: PF < 0.25	0.40
SHGC: 0.25 < PF < 0.5	NR (NO REQUIREMENT)
SHGC: PF > 0.5	NR

planning commission note

THESE ELEVATIONS HAVE BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF FRANKLIN'S ARCHITECTURAL DESIGN STANDARDS AND THE APPROVAL OF THE PLANNING COMMISSION/CITY OF FRANKLIN. CHANGES SHALL NOT BE MADE TO THE APPROVED ELEVATIONS UNLESS APPROVED BY THE CODES DIRECTOR OR THE PLANNING COMMISSION.
COF NO.: 6281

hvac screening

ALL HVAC EQUIPMENT WILL BE PLACED ON THE ROOF AND ADEQUATELY SCREENED BY THE CONTINUOUS PARAPET.



104 west main street
franklin, tn 37064

www.b3studio.com
615.469.7856

client:

Project:

branch creek office building
3 story || 22,536 sf shell building
580 franklin road || franklin, tn 37064

visions

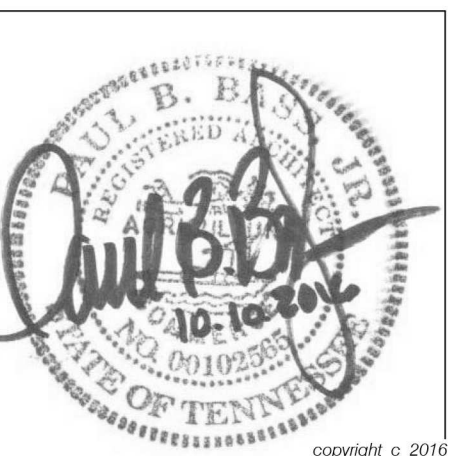


date: 10.10.16
project no.: a16043.00

building

building
elevations

a400



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project:



2 Right Front Perspective
1/4" = 1'-0"

material legend

	BELDEN BRICK UTILITY BRICK COLOR: BELDEN DUTCH GRAY VELOUR
	BELDEN BRICK UTILITY BRICK COLOR: BELDEN 8521
	BELDEN BRICK UTILITY BRICK COLOR: BELDEN 8523
	BELDEN BRICK UTILITY BRICK COLOR: BELDEN 671 VELOUR
	READING ROCK ROCKCAST SMOOTH COLOR: ARTIC WHITE

percentage of exterior materials

front/rear elevation

brick || 2769.44 sf (94.8%)
cast stone || 146.38 sf (5.2%)
total facade || 2915.82 sf

side elevation

brick || 1144.27 sf (94.8%)
cast stone || 62.6 sf (5.2%)
total facade || 1206.87 sf

total brick building 1 || 7827.42 sf (94.8%)
total facad building 1 || 8245.38 sf

01 Rear Elevation
1/4" = 1'-0"

general elevation notes

1. DOOR AND WINDOW FRAMES TO BE KAWNEER ALUMINUM FINISH NO. 14 - (CLEAR ANODIZED ALLUMINUM)
2. GLAZING TO BE 1" INSULATED PPG SOLAR GRAY AND SOLARBAN 80 (3) CLEAR

elevation keynotes

- ① PREFINISHED METAL COPING - ALUMINUM NO. 14 - KAWNEER CLEAR ANODIZED ALUMINUM
- ② MASONRY CONTROL JOINT - REFER TO DETAIL 02/A110
- ③ PREFINISHED ALUMINUM CANOPY - COLOR TO MATCH ALUMINUM STOREFRONT AND COPING
- ④ EXTERIOR LIGHTING - REFER TO ELECTRICAL.
- ⑤ 8" SOLDIER COURSE - BELDEN | DUTCH GRAY VELOUR.
- ⑥ 12" SOLDIER COURSE - BELDEN | DUTCH GRAY VELOUR.
- ⑦ CUSTOM CAST ARCHITECTURAL CAST STONE STRING COURSE & BANDING - PRODUCT NO.: SC-15 (COLOR: ARTIC WHITE).
- ⑧ BRONZE DOWNSPOUT NOZZLE FOR OVERFLOW DRAINS AT ROOF - REFER TO PLUMBING.
- ⑨ 1/2" RECESSED BRICK COURSE - BELDEN | DUTCH GRAY VELOUR.

zone 4 - building envelope requirements

ROOFS INSULATION ENTIRELY ABOVE DECK	R-15d
WALLS ABOVE GRADE METAL FRAMED	R-13 (R19 PROVIDED)
SLAB-ON-GRADE FLOORS UNHEATED SLABS	NR (NO REQUIREMENT)
OPAQUE DOORS SWINGING	U-0.70

zone 4 - building envelope requirements fenestration

METAL FRAMING STOREFRONT U-FACTOR ENTRANCE DOOR U-FACTOR	0.50 0.85
SHGC - ALL FRAME TYPES SHGC: PF < 0.25 SHGC: 0.25 < PF < 0.5 SHGC: PF > 0.5	0.40 NR (NO REQUIREMENT) NR

planning commission note

THESE ELEVATIONS HAVE BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF FRANKLIN'S ARCHITECTURAL DESIGN STANDARDS AND THE APPROVAL OF THE PLANNING COMMISSION. CITY OF FRANKLIN, CHANGES SHALL NOT BE MADE TO THE APPROVED ELEVATIONS UNLESS APPROVED BY THE CODES DIRECTOR OR THE PLANNING COMMISSION. COF NO.: 6281

hvac screening

ALL HVAC EQUIPMENT WILL BE PLACED ON THE ROOF AND ADEQUATELY SCREENED BY THE CONTINUOUS PARAPET.

branch creek office building
3 story | 22,536 sf shell building
580 franklin road | franklin, tn 37064

revisions



date: 10.10.16
project no.: a16043.00

building
elevations

a401



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1 front elevation
1/16" = 1'-0"



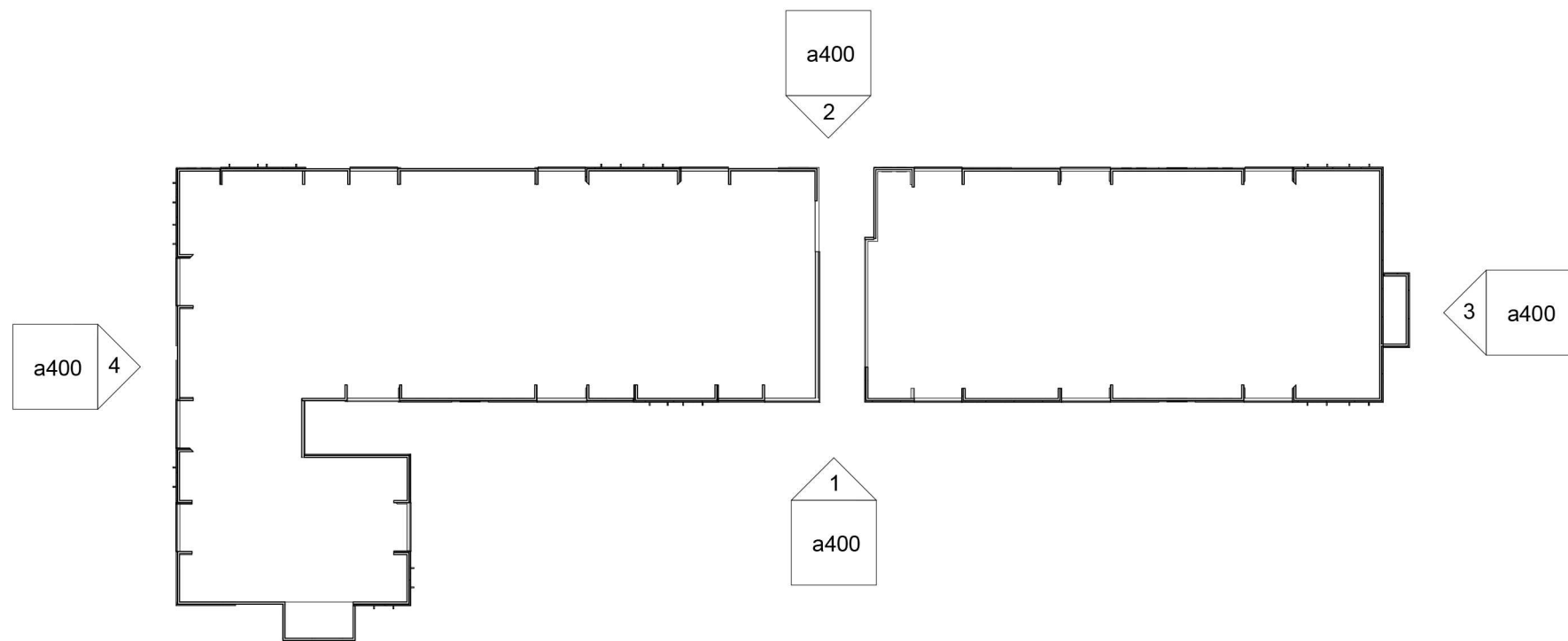
2 rear elevation
1/16" = 1'-0"



3 right elevation
1/16" = 1'-0"



4 left elevation
1/16" = 1'-0"



5 plan
1" = 50'-0"



6 3D View front of building

Note: This Revised Development Plan Addresses Changes in Phases 1 and 3 Only. No Revisions are Proposed for Phases 2 and 4 with this Development Plan. The Elevations on this Sheet are for the Previously Approved Residential Phases 2 and 4.

zone 4 - building requirements

ROOFS - INSULATION ENTIRELY ABOVE ROOF DECK	R-15ci
WALLS ABOVE GRADE - WOOD FRAMED AND OTHER	R-13
SLAB-ON-GRADE FLOORS - UNHEATED SLABS	NR NR (No Requirement)
OPAQUE DOORS - SWINGING DOORS	U - 0.70

zone 4 - fenestration requirements

FRAMING MATERIALS OTHER THAN METAL - U-FACTOR	U - 0.40
---	----------

planning commission note

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hvac screening

ALL HVAC EQUIPMENT WILL BE PLACED ON THE ROOF AND ADEQUATELY SCREENED BY THE CONTINUOUS PARAPET.

material legend

	BRICK - TEXAS (ACME BRICK)
	BRICK - OLDE WORLD (ACME BRICK)
	BRICK - PALOMA GRAY (ACME BRICK)
	CUSTOM CAST STONE LIGHT BUFF SMOOTH
	FORMGLAS FIBER REINFORCED PLASTIC - FRP - TO MATCH LIGHT BUFF SMOOTH (CLOUD CERAMICS)



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inc.
b3studio
1587 malloy lane, suite 175 || brentwood, tn 37027 || www.b3studio.com

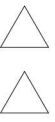
consultants:

project:

branch creek crossing

mixed-use development || 36,000 sf office & 48 unit condo
tax map 53 & parcels 75.00 & 75.01 || franklin, tn 37069

revisions:



date: 10 november 2014
project no.: a14025.00

exterior
elevations

a400





02 West Elevation
1/4" = 1'-0"

material legend

	BELDEN BRICK UTILITY BRICK COLOR: BELDEN DUTCH GRAY VELOUR
	BELDEN BRICK UTILITY BRICK COLOR: BELDEN 8521
	BELDEN BRICK UTILITY BRICK COLOR: BELDEN 8523
	BELDEN BRICK UTILITY BRICK COLOR: BELDEN 671 VELOUR
	READING ROCK ROCKCAST SMOOTH COLOR: ARTIC WHITE

percentage of exterior materials

front/rear elevation
brick 2769.44 sf (94.8%)
cast stone 146.38 sf (5.2%)
total facade 2915.82 sf
side elevation
brick 1144.27 sf (94.8%)
cast stone 62.6 sf (5.2%)
total facade 1206.87 sf
total brick building 1 7827.42 sf (94.8%)
total faced building 1 8245.38 sf

01 Front Elevation
1/4" = 1'-0"

general elevation notes

- DOOR AND WINDOW FRAMES TO BE KAWNEER ALUMINUM FINISH NO. 14 - (CLEAR ANODIZED ALUMINUM)
- GLAZING TO BE 1" INSULATED PPG SOLAR GRAY AND SOLARBAN 80 (3) CLEAR
- PREFINISHED METAL COPING - ALUMINUM NO. 14 - KAWNEER CLEAR ANODIZED ALUMINUM.
- MASONRY CONTROL JOINT - REFER TO DETAIL 02/A110
- PREFINISHED ALUMINUM CANOPY - COLOR TO MATCH DOOR AND WINDOW FRAMES
- EXTERIOR LIGHTING - REFER TO ELECTRICAL.
- 8" SOLDIER COURSE - BOWERSTON SHALE CO. | DUTCH GRAY VELOUR.
- 12" SOLDIER COURSE - BOWERSTON SHALE CO. | DUTCH GRAY VELOUR.
- CUSTOM CAST ARCHITECTURAL CAST STONE STRING COURSE & BANDING - PRODUCT NO.: SC-15 (COLOR: ARTIC WHITE).
- BRONZE DOWNSPOUT NOZZLE FOR OVERFLOW DRAINS AT ROOF - REFER TO PLUMBING.
- 12" x 48" OUTSIDE AIR LOUVER - REFER TO MECHANICAL.

zone 4 - building envelope requirements

ROOFS INSULATION ENTIRELY ABOVE DECK	R-15cl
WALLS ABOVE GRADE METAL FRAMED	R-13 (R19 PROVIDED)
SLAB-ON-GRADE FLOORS UNHEATED SLABS	NR (NO REQUIREMENT)
OPAQUE DOORS SWINGS	U-0.70

zone 4 - building envelope requirements fenestration

METAL FRAMING STOREFRONT U-FACTOR ENTRANCE DOOR U-FACTOR	0.50 0.85
SHGC - ALL FRAME TYPES SHGC: PF < 0.25 SHGC: 0.25 < PF < 0.5 SHGC: PF > 0.5	0.40 NR (NO REQUIREMENT) NR

planning commission note

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hvac screening

ALL HVAC EQUIPMENT WILL BE PLACED ON THE ROOF AND ADEQUATELY SCREENED BY THE CONTINUOUS PARAPET.



1104 west main street
franklin, tn 37064

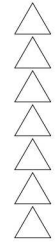
www.b3studio.com
615.469.7856

client:

project:

branch creek office building
3 story || 18,000 sf shell building
574 franklin road || franklin, tn 37064

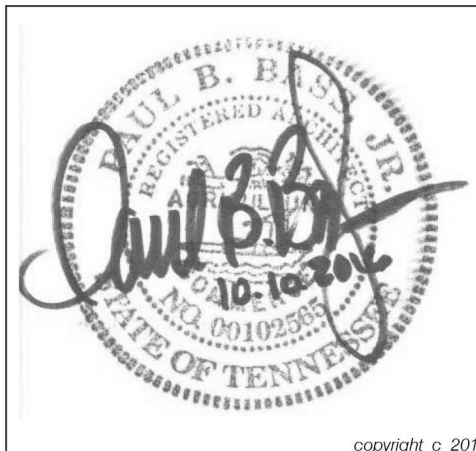
revisions



date: 10.10.16
project no.: a16006.00

building
elevations

a400



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2 East Elevation
1/4" = 1'-0"

01 Rear Elevation
1/4" = 1'-0"

material legend

	BELDEN BRICK UTILITY BRICK COLOR: BELDEN DUTCH GRAY VELOUR
	BELDEN BRICK UTILITY BRICK COLOR: BELDEN 8521
	BELDEN BRICK UTILITY BRICK COLOR: BELDEN 8523
	BELDEN BRICK UTILITY BRICK COLOR: BELDEN 671 VELOUR
	READING ROCK ROCKCAST SMOOTH COLOR: ARTIC WHITE

percentage of exterior materials

front/rear elevation

brick || 2769.44 sf (94.8%)
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total facade || 2915.82 sf

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general elevation notes

1. DOOR AND WINDOW FRAMES TO BE KAWNEER ALUMINUM FINISH NO. 14 - (CLEAR ANODIZED ALUMINUM)
2. GLAZING TO BE 1" INSULATED PPG SOLAR GRAY AND SOLARBAN 80 (3) CLEAR

elevation keynotes

1. PREFINISHED METAL COPING - ALUMINUM NO. 14 - KAWNEER CLEAR ANODIZED ALUMINUM.
2. MASONRY CONTROL JOINT - REFER TO DETAIL 02/A110
3. PREFINISHED ALUMINUM CANOPY - COLOR TO MATCH DOOR AND WINDOW FRAMES
4. EXTERIOR LIGHTING - REFER TO ELECTRICAL.
5. 9" SOLDIER COURSE - BOWERSTON SHALE CO. | DUTCH GRAY VELOUR.
6. 12" SOLDIER COURSE - BOWERSTON SHALE CO. | DUTCH GRAY VELOUR.
7. CUSTOM CAST ARCHITECTURAL CAST STONE STRING COURSE & BANDING - PRODUCT NO.: SC-15 (COLOR: ARTIC WHITE).
8. BRONZE DOWNSPOUT NOZZLE FOR OVERFLOW DRAINS AT ROOF - REFER TO PLUMBING.
9. 12" x 48" OUTSIDE AIR LOUVER - REFER TO MECHANICAL.

zone 4 - building envelope requirements

ROOFS INSULATION ENTIRELY ABOVE DECK	R-15d
WALLS ABOVE GRADE METAL FRAMED	R-13 (R19 PROVIDED)
SLAB-ON-GRADE FLOORS UNHEATED SLABS	NR (NO REQUIREMENT)
OPAQUE DOORS SWINGING	U-0.70

zone 4 - building envelope requirements fenestration

METAL FRAMING ENTRANCE DOOR U-FACTOR	0.50 0.85
SHGC - ALL FRAME TYPES SHGC: PF < 0.25 SHGC: 0.25 < PF < 0.5 SHGC: PF > 0.5	0.40 NR (NO REQUIREMENT) NR

planning commission note

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hvac screening

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1104 west main street
franklin, tn 37064

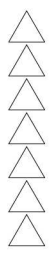
www.b3studio.com
615.469.7856

client:

project:

branch creek office building
3 story || 18,000 sf shell building
574 franklin road || franklin, tn 37064

revisions



date: 10.10.16
project no.: a16006.00

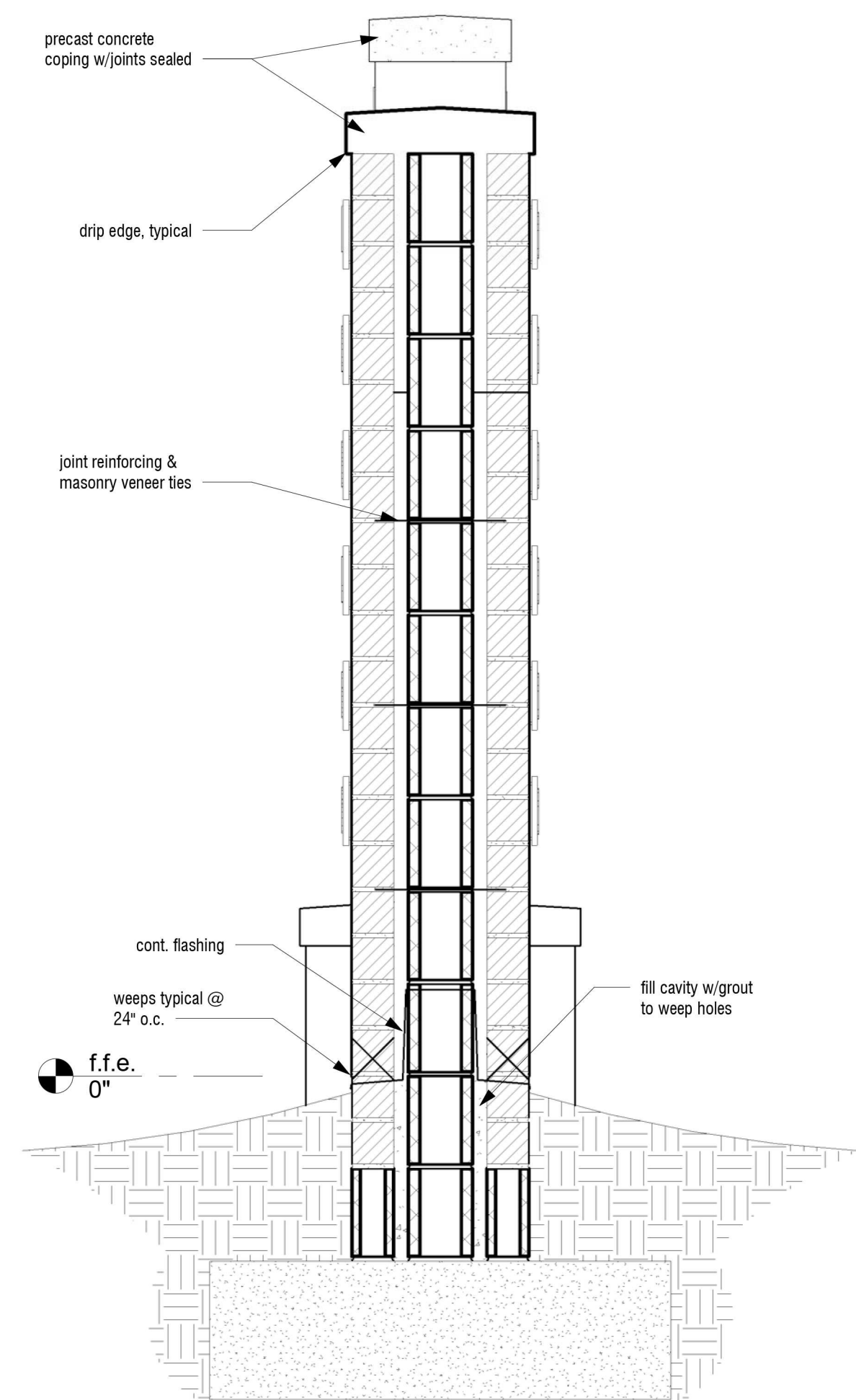
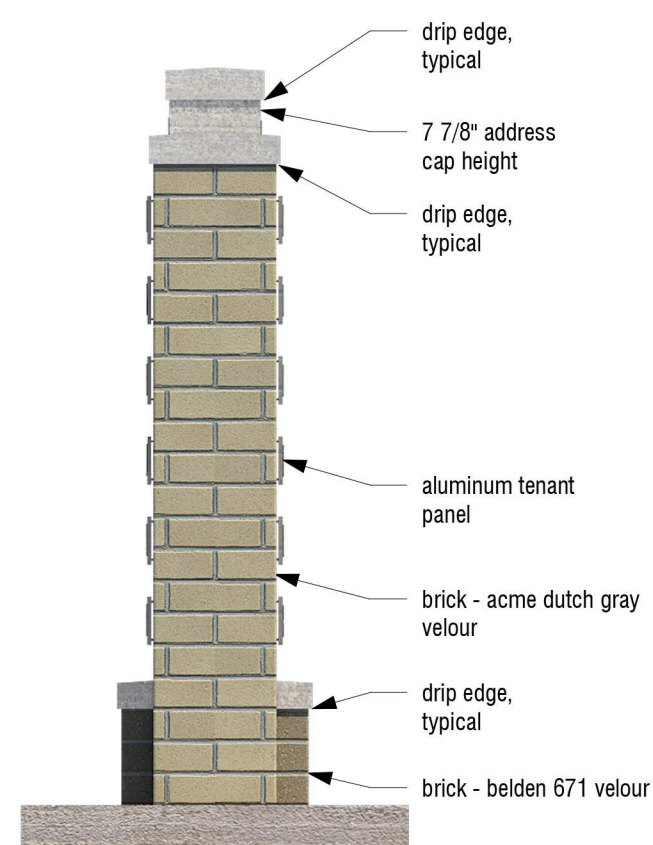
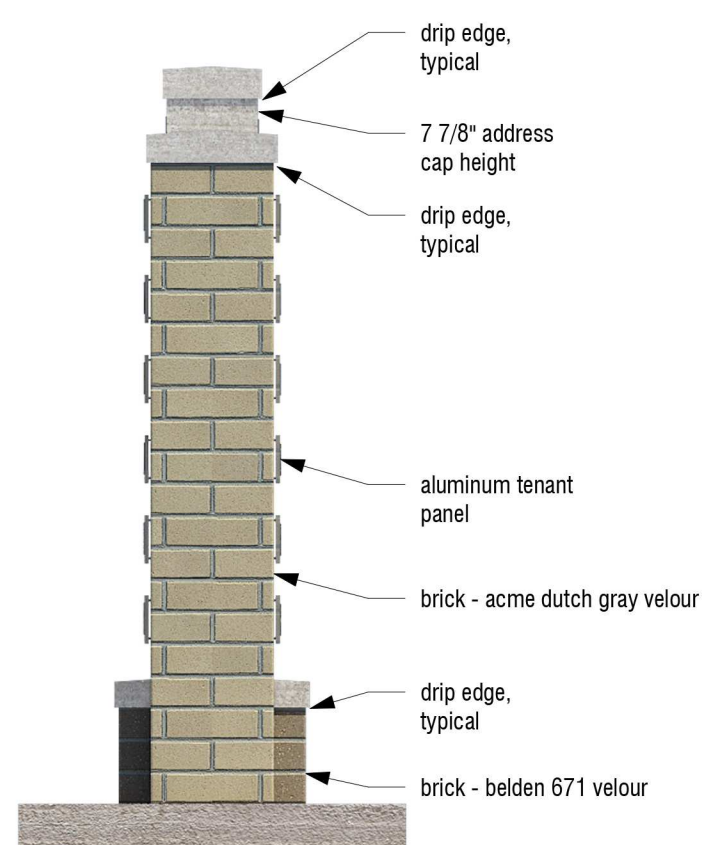
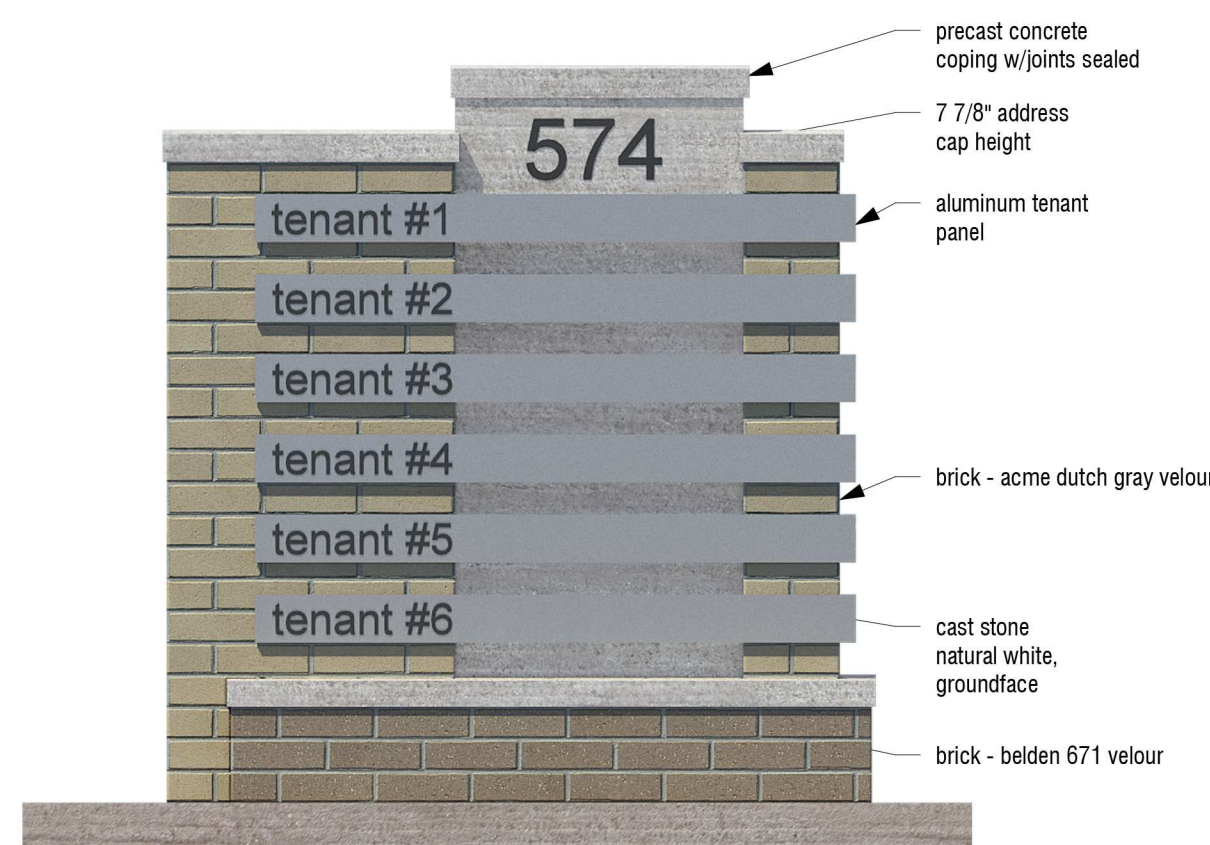
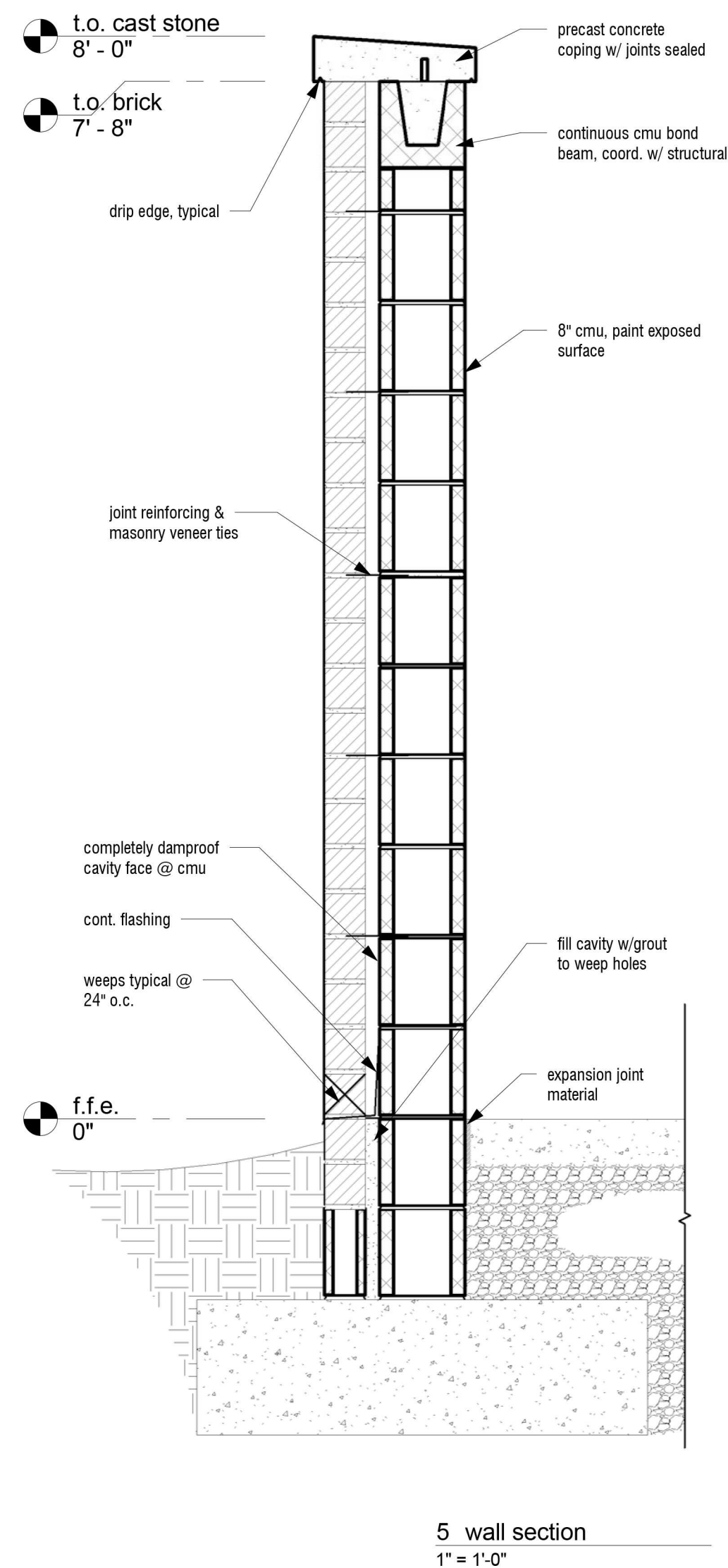
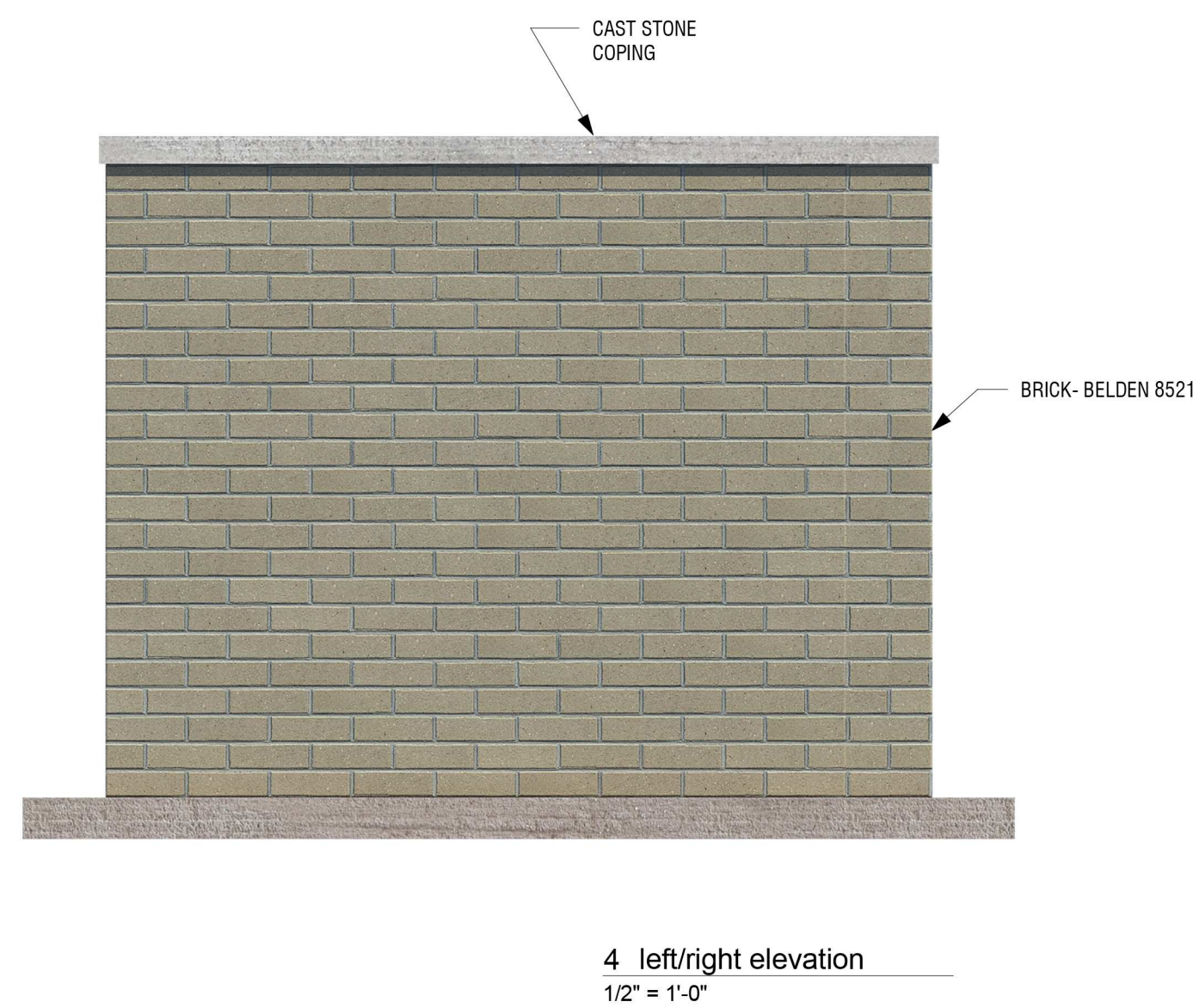
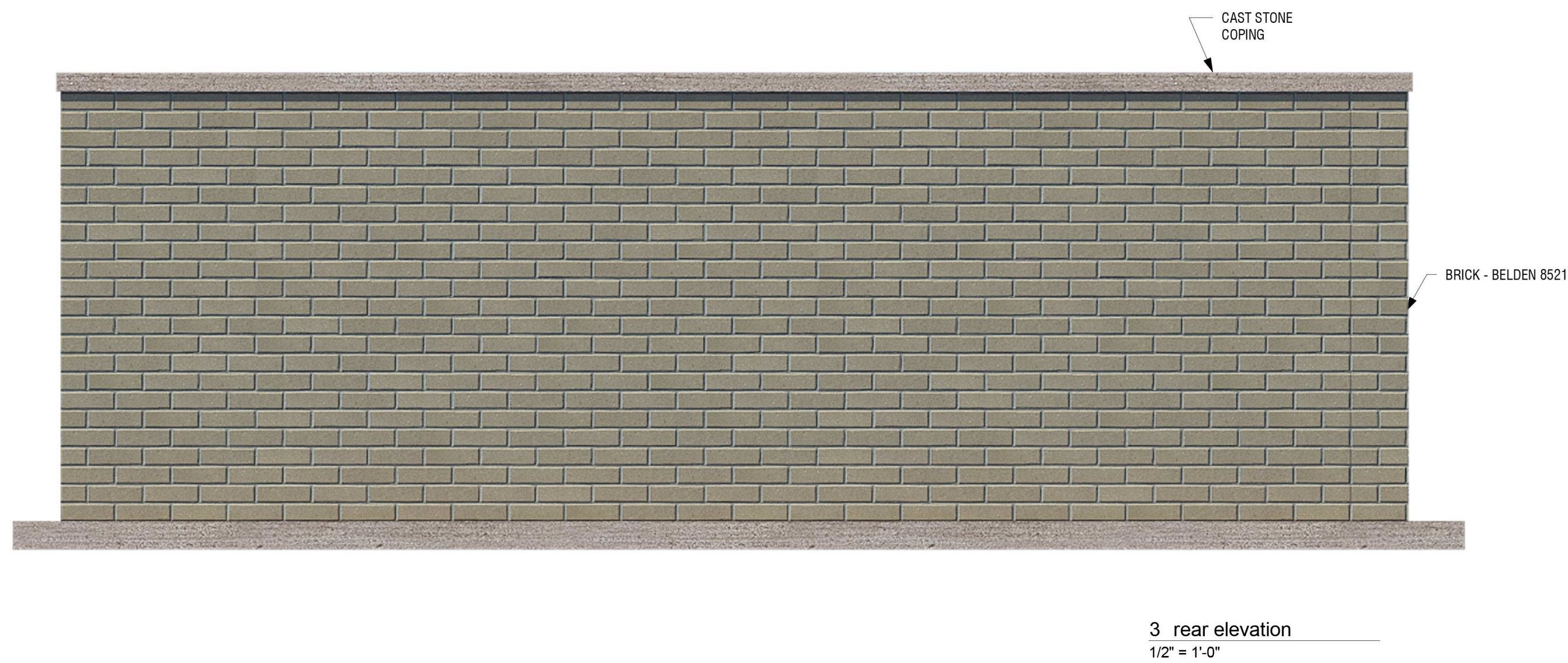
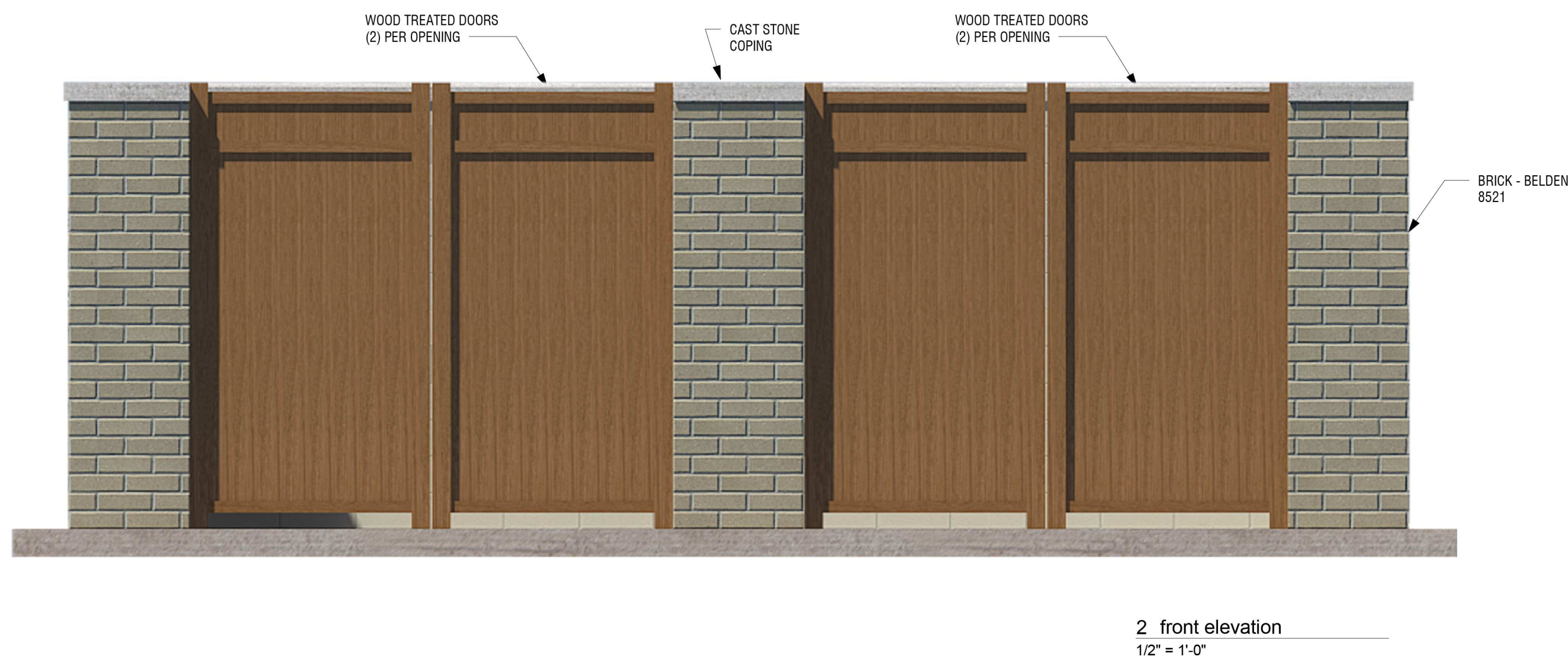
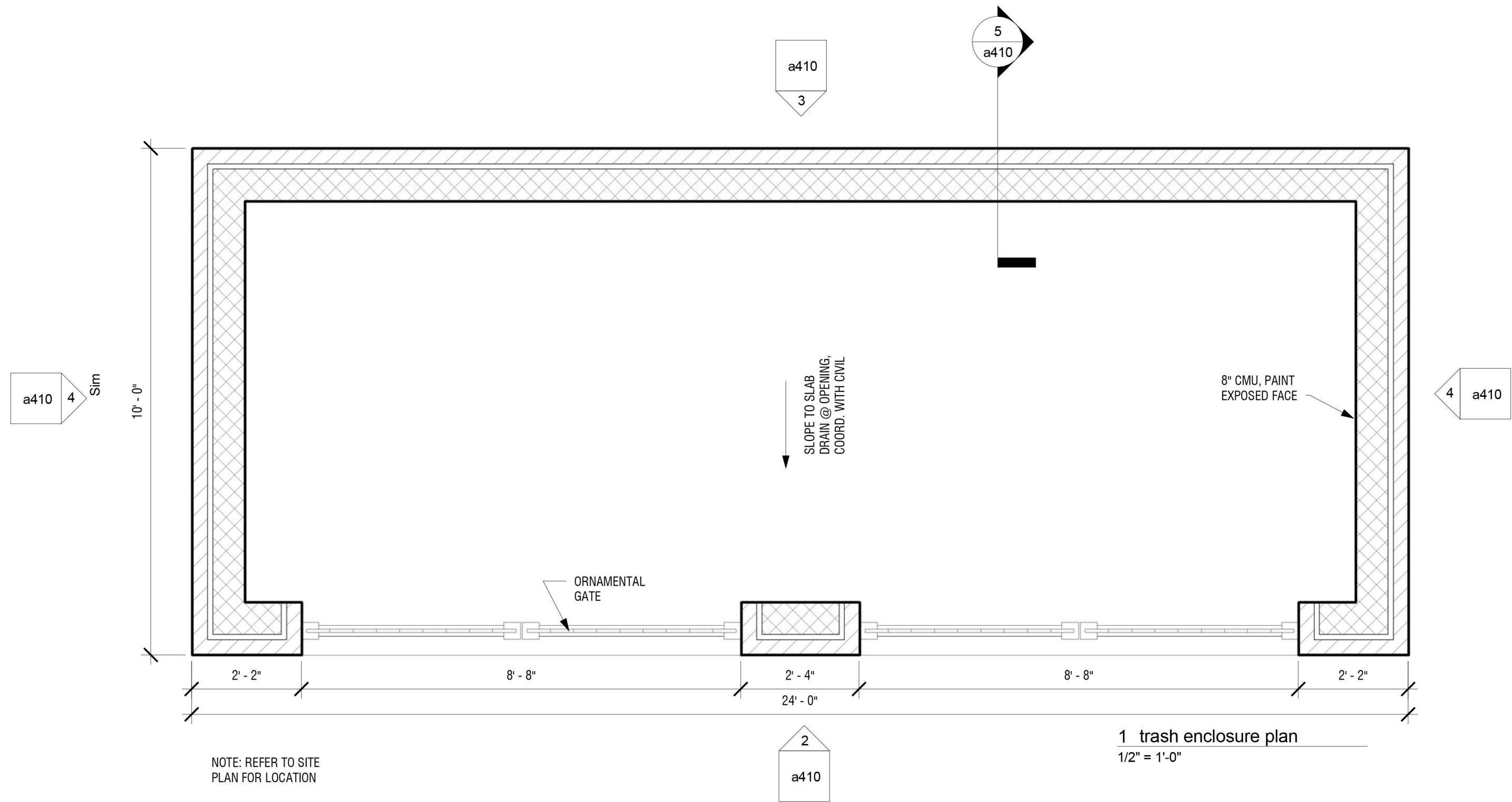
building
elevations

a401



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ORDINANCE 2016-47

TO BE ENTITLED, "AN ORDINANCE TO REZONE 195.5 ACRES FROM SPECIFIC DEVELOPMENT VARIETY (SD-R 1.72) DISTRICT TO SPECIFIC DEVELOPMENT VARIETY (SD-R 2.02) DISTRICT FOR THE PROPERTY LOCATED EAST OF CAROTHERS PARKWAY AND NORTH OF LONG LANE, 4413 SOUTH CAROTHERS ROAD (WATER'S EDGE PUD SUBDIVISION)."

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

WHEREAS, the specific development variety 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 2016-75 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 Specific Development Variety (SD-R 1.72) District to Specific Development Variety (SD-R 2.02) District:

MAP 89 OF PARCEL 49

Land located in the 14th civil district of Williamson County, Tennessee, and said tract of land being more particularly described by metes and bounds, as follows:

Commencing at an iron rod near the intersection of South Carothers Road and a future Connector Road thence in a Westerly direction 757.5+/- feet to a point situation in the Westerly margin of South Carothers Parkway being the Northeast corner of the subject property. Said point also being the Southeast corner of Southern Carothers Partners, L.L.C. property record in Book 4877, Page 537, in the Register's Office for Williamson County, Tennessee: and being the Point of Beginning;

Thence, continuing with margin of said road with a curve to the right, having a Radius of 2799.29 feet, Delta angle of 02°22'43", Tangent of 58.13 feet, Arc Length of 116.24 feet, with a chord bearing of S 22°17'05" E, a chord distance of 116.23 feet to a point;

Thence, S 21°05'44" E, a distance of 28.94 feet to a point;

Thence, S 23°17'37" W, a distance of 40.24 feet to a point;

Thence, S 23°46'32" E, a distance of 66.77 feet to a point;

Thence, S 66°10'33" E, a distance of 35.35 feet to a point;

Thence, S 21°05'44" E, a distance of 934.66 feet to a point;

Thence, S 23°54'16" W, a distance of 35.36 feet to a point;
Thence, S 21°05'44" E, a distance of 120.00 feet to a point;
Thence, S 66° 05'44" E, a distance of 35.36 feet to a point;
Thence S 21°05'44" E, a distance of 99.92 feet to an iron rod found by Gresham Smith and being the Northeast corner of Thomas Helm, III property as recorded in Book 610, Page 344, in the Register's Office of Williamson County, Tennessee;

Thence, continuing with Helm Westerly property line S 07°54'52" W, a distance of 352.89 feet to an iron rod found by TN RLS# 2039;
Thence, S 06°58'02" W, a distance of 716.88 feet to a wood fence post;
Thence, S 37°24'01" W, a distance of 226.56 feet to a point;
Thence, S 37°45'27" W, a distance of 181.40 feet to a wood fence post;
Thence, S 16°37'42" W, a distance of 267.88 feet to a point;
Thence, S 19°19'11" W, a distance of 69.33 feet to a point;
Thence, S 15°25'57" W, passing an iron rod found near the top of bank at 84.61, for a total distance of 144.37 feet to a point on the center of the Big Harpeth River;

Thence, continuing with center of the Big Harpeth River S 77°10'59" W, a distance of 69.51 feet to a point;

Thence, S 56°45'56" W, a distance of 141.68 feet to a point;
Thence, S 42°32'18" W, a distance of 106.78 feet to a point;
Thence, S 37°57'39" W, a distance of 153.54 feet to a point;
Thence, S 31°12'57" W, a distance of 248.53 feet to a point;
Thence, S 33°19'26" W, a distance of 263.21 feet to a point;
Thence, S 37°47'22" W, a distance of 270.72 feet to a point;
Thence, S 49°22'29" W, a distance of 362.46 feet to a point;
Thence, S 49°58'17" W, a distance of 330.75 feet to a point;
Thence, S 76°32'23" W, a distance of 295.76 feet to a point;
Thence, S 63°23'31" W, a distance of 135.61 feet to a point;
Thence, N 86°18'24" W, a distance of 55.22 feet to a point;
Thence, N 70°56'26" W, a distance of 68.99 feet to a point;
Thence, N 65°42'45" W, a distance of 60.12 feet to a point;
Thence, N 49°40'15" W, a distance of 56.52 feet to a point;
Thence, N 35°59'03" W, a distance of 84.76 feet to a point;
Thence, N 36°27'38" W, a distance of 416.05 feet to a point;
Thence, N 43°59'01" W, a distance of 666.82 feet to a point;
Thence, N 27°13'05" W, a distance of 224.23 feet to a point;
Thence, N 00°43'11" W, a distance of 95.40 feet to a point;
Thence, N 25°52'04" E, a distance of 258.64 feet to a point;
Thence, N 40°17'13" E, a distance of 124.94 feet to a point;
Thence, N 58°35'03" E, a distance of 95.33 feet to a point;
Thence, N 81°48'03" E, a distance of 183.00 feet to a point;
Thence, S 87°03'59" E, a distance of 299.23 feet to a point;
Thence, S 70°51'36" E, a distance of 395.49 feet to a point;
Thence, N 88°14'15" E, a distance of 145.35 feet to a point;
Thence, N 54°07'33" E, a distance of 98.80 feet to a point;
Thence, N 02°19'56" W, a distance of 164.37 feet to a point;
Thence, N 00°16'11" E, a distance of 374.56 feet to a point;

Thence, N 06°30'23" E, a distance of 364.95 feet to a point;
Thence, N 22°23'50" E, a distance of 92.19 feet to a point;
Thence, N 06°01'34" W, a distance of 200.24 feet to a point;
Thence, N 15°21'48" W, a distance of 507.82 feet to a point;
Thence, N 22°19'29" W, a distance of 386.00 feet to a point;
Thence, N 10°54'14" W, a distance of 417.24 feet to a point;
Thence, N 20°03'52" E, a distance 238.53 feet to a point;
Thence, N 36°52'05" E, a distance of 324.79 feet to a point;
Thence, N 59°01'42" E, a distance of 176.66 feet to a point;
Thence, N 79°52'03" E, a distance of 242.01 feet to a point;
Thence, N 72°49'49" E, a distance of 403.22 feet to a point;
Thence, N 46°43'32" E, a distance of 164.11 feet to a point and being the Southwesterly corner of South Carothers Partners, L.L.C. property record in Book 4877, Page 537, in the Register's Office for Williamson County, Tennessee;

Thence, leaving said river with South Carothers Partners, L.L.C. southerly property line S 84°14'52" E, passing an iron rod found by TN RLS#2036 at 72.48 feet for a total distance of 589.21 feet to The Point of Beginning and containing 8,515,833.530 square feet or 195.497 acres of land;

Being a portion of the same property conveyed to Carothers Land Company, L.L.C. of record in Book 4745, Page 442, in the Register's Office for Williamson County, Tennessee

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

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

ATTEST:

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:

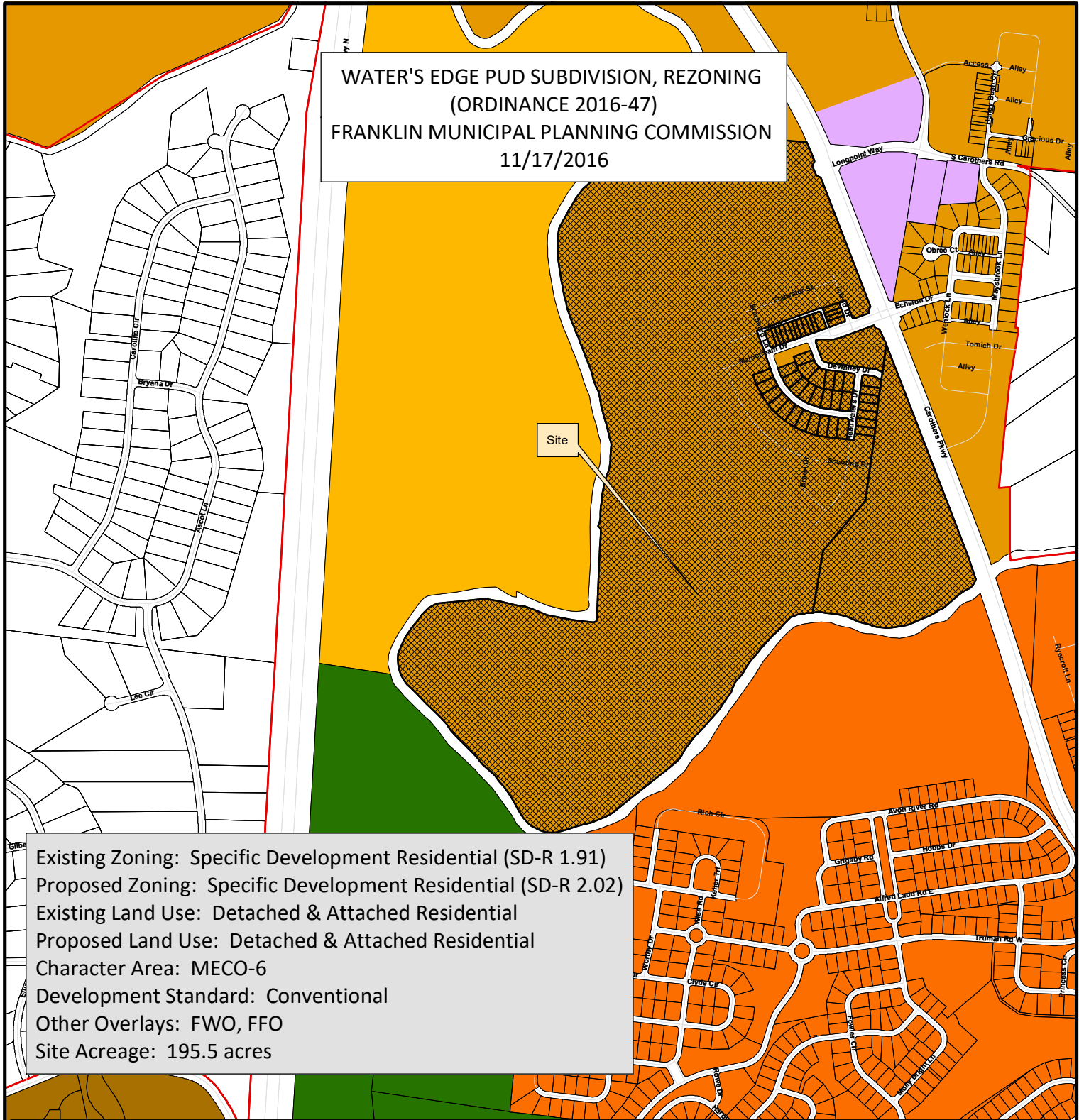
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

**WATER'S EDGE PUD SUBDIVISION, REZONING
(ORDINANCE 2016-47)
FRANKLIN MUNICIPAL PLANNING COMMISSION
11/17/2016**



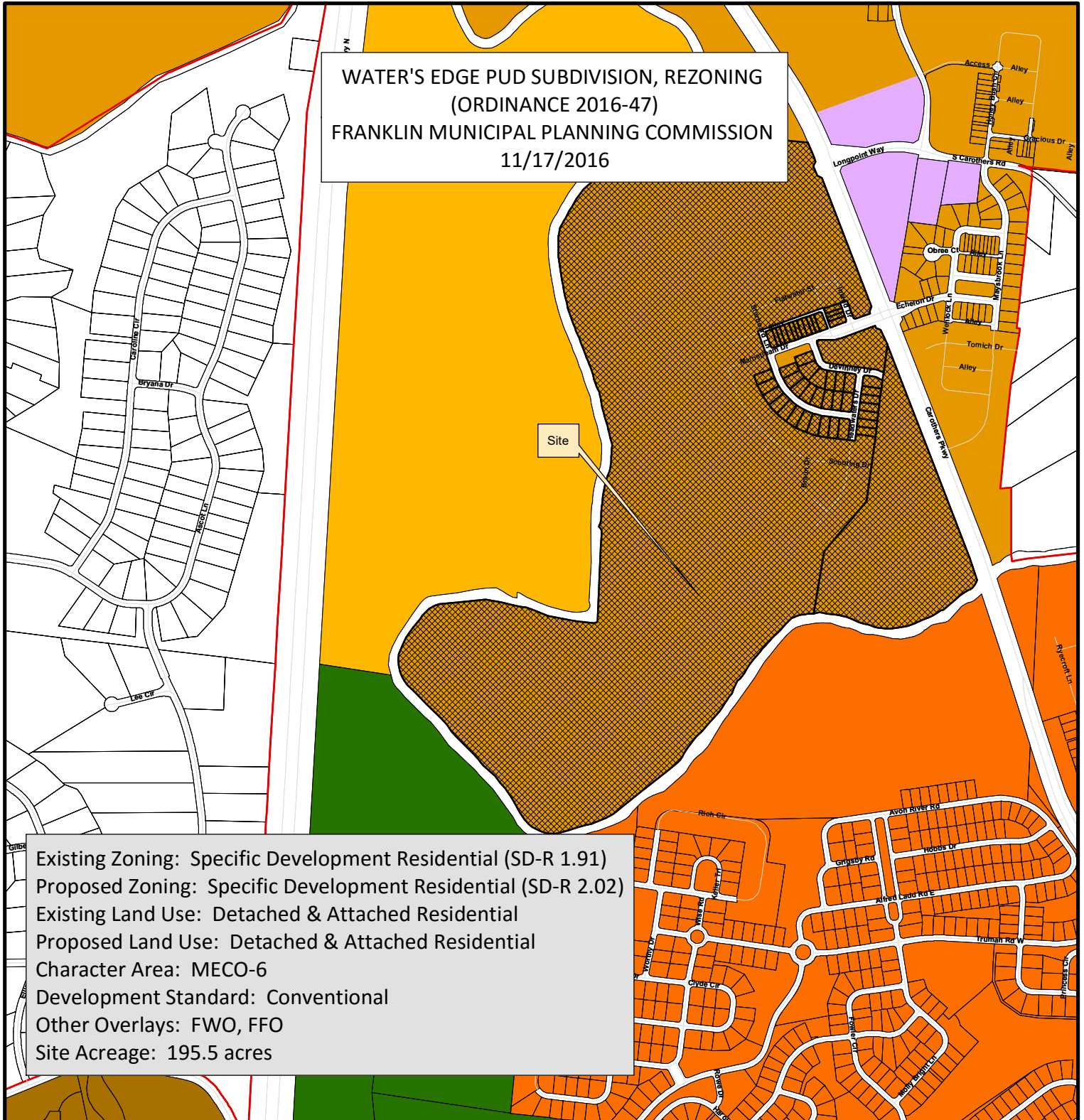
- | | |
|--|---------------------------------------|
| Water's Edge | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
| R-2 Residential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



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 hereon.
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**WATER'S EDGE PUD SUBDIVISION, REZONING
(ORDINANCE 2016-47)
FRANKLIN MUNICIPAL PLANNING COMMISSION
11/17/2016**



- | | |
|--|---------------------------------------|
| Water's Edge | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
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REZONING REQUEST FOR *WATER'S EDGE PUD SUBDIVISION* REVISION 2

OWNER / APPLICANT:
REAL ESTATE SOLUTIONS GROUP, LLC
100 SADDLE SPRINGS BLVD
THOMPSONS STATION, TN 37179

BUILDER:
GOODALL HOMES COMMUNITIES
JACK LUDINGTON
393 MAPLE STREET, SUITE 100
GALLATIN, TN 37066
JLUDINGTON@GOODALLHOMES.COM
615.451.5029

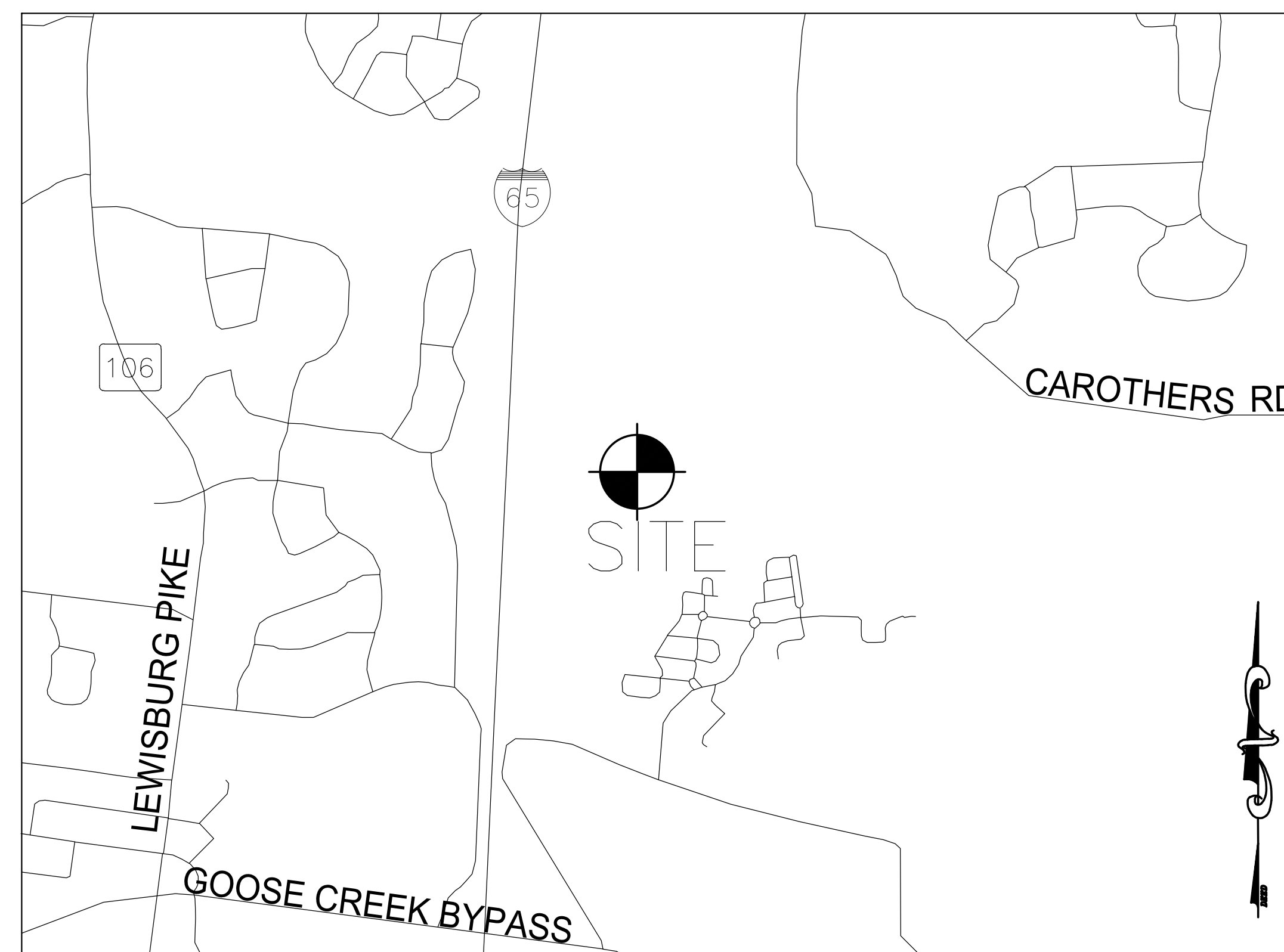
PLANNER / LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE, RLA
GREGGAMBLE209@GMAIL.COM
615.975.5765
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TN 37064

CIVIL ENGINEER:
LAND SOLUTIONS COMPANY
LYNN EALEY
2925 BERRY HILL DRIVE
NASHVILLE, TN 37024
615.969.9202
LYNN@LANDSOLUTIONSCO.NET

SURVEY DATA PROVIDED BY:
DALE & ASSOCIATES
STEVE MATTHEWS, RLS
516 HEATHER PLACE
NASHVILLE, TN 37204
615.297.5166

TRAFFIC ENGINEER
FTG, LLC
MS. GILLIAN L. FISCHBACH, PE, PTOE
P.O. BOX 682736
FRANKLIN, TN 37068
615.771.8022
GFISCHBACK@FTGTRAFFIC.COM

A PLANNED RESIDENTIAL DEVELOPMENT MAP 89 PARCELS 49.00 FRANKLIN, TENNESSEE



Vicinity Map – Not to Scale

I4TH CIVIL DISTRICT OF WILLIAMSON COUNTY CITY OF FRANKLIN, TENNESSEE

REVISION 2

THIS REVISION IS TO ACCOMPANY DEVELOPMENT PLAN REVISION 4 WHICH INCLUDES A LOT LAYOUT CHANGE FOR THE SOUTHWEST PORTION OF THE SITE. THIS AREA COVERTS LOT TYPES FROM "SINGLE FAMILY DETACHED B" TO "SINGLE FAMILY DETACHED C" AND "COTTAGE" TYPES. THE TOTAL NUMBER OF LOTS INCREASES FROM 367 TO 395, WHICH IS AN INCREASE OF 28 LOTS.

PARKLAND DEDICATION NOTE:

PARKLAND DEDICATION SHALL BE PROVIDED THROUGH THE DEDICATION AND CONSTRUCTION OF A GREENWAY TRAIL AND CANOE ACCESS. TRAIL DESIGNED PER CITY OF FRANKLIN STANDARDS, ALONG THE PERIMETER OF THE PROPERTY ADJACENT TO THE HARPETH RIVER.

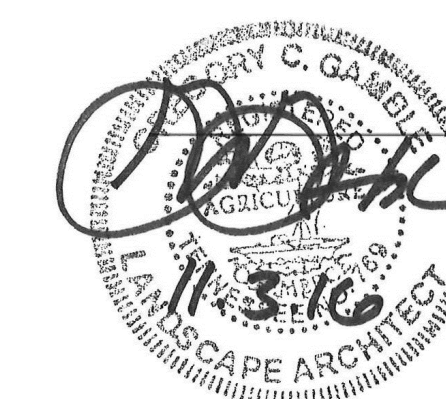
395 UNITS = 258,000 SF (5.92 ACRES) OF REQUIRED DEDICATED PARKLAND.
(35 UNITS X 1,200 SF) + (360 UNITS X 600 SF)

PROPOSED TRAIL: 9600 LINEAR FEET
ASSOCIATED 25' EASEMENT: 240,000 SF (5.5 ACRES)
CANOE ACCESS: 1,200 SF (.03 ACRES)

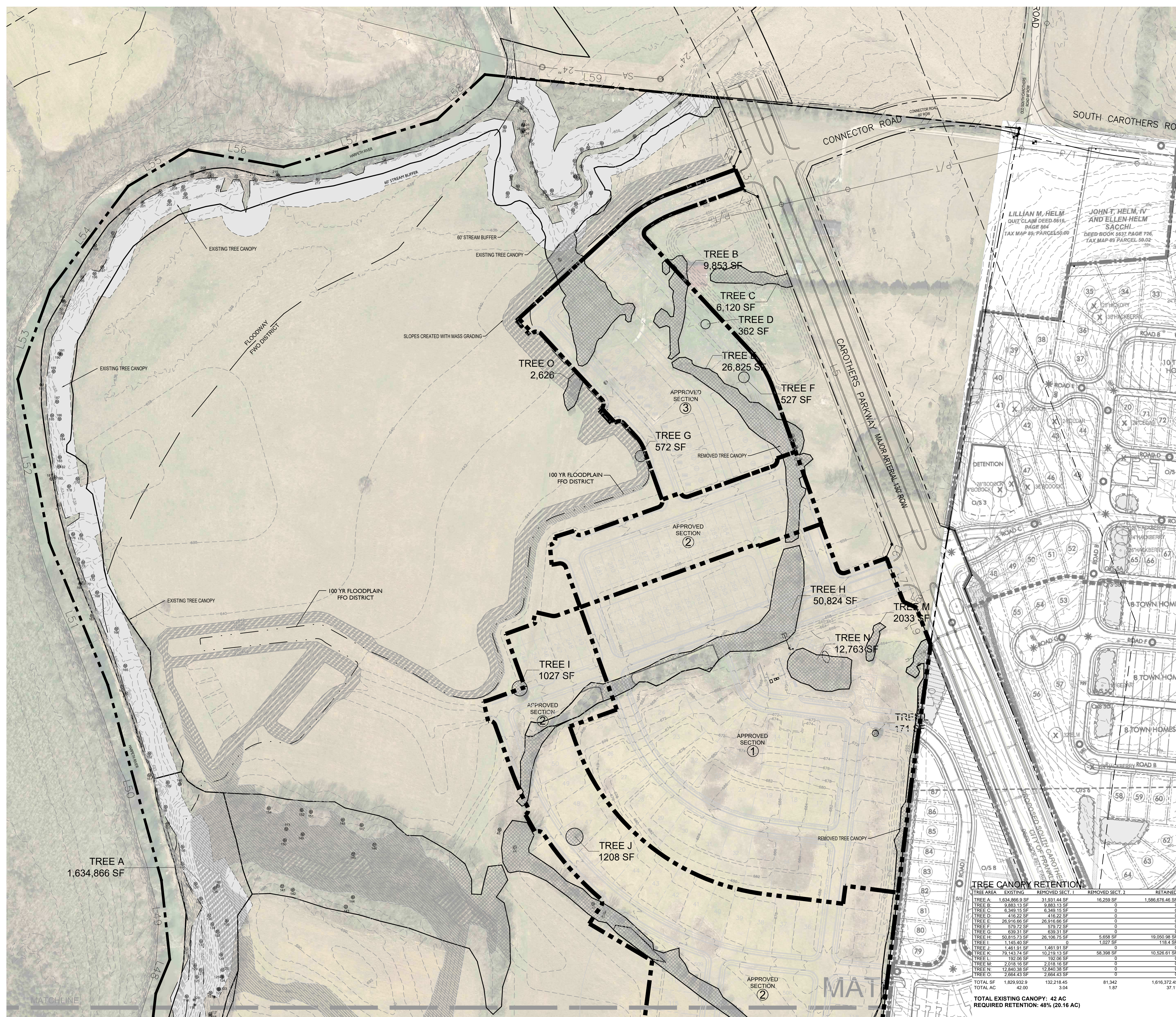
GREENWAY TRAIL EASEMENT TO BE AAPE - ALL PUBLIC ACCESS EASEMENT.

INDEX OF SHEETS

SHEET	DESCRIPTION
C 0.0	COVER SHEET AND LOCATION MAP
C 1.0	OVERALL EXISTING CONDITIONS PLAN
C 1.1	ENLARGED EXISTING CONDITIONS PLAN
C 1.2	ENLARGED EXISTING CONDITIONS PLAN



OCTOBER 10, 2016
COF #6283
REVISION DATE:
1. November 3, 2016



TREE A
1,634,866 SF

TREE B
9,853 SF

TREE C
6,120 SF

TREE D
362 SF

TREE E
26,825 SF

TREE F
527 SF

TREE G
572 SF

TREE H
50,824 SF

TREE I
12,763 SF

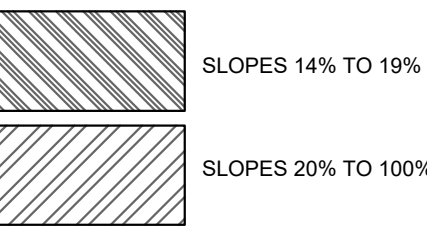
TREE J
1208 SF

TREE CANOPY RETENTION				
TREE AREA	EXISTING	REMOVED SECT. 1	REMOVED SECT. 2	RETAINED
TREE A	1,634,866.9 SF	31,931.44 SF	19,299 SF	1,586,676.46 SF
TREE B	9,853.13 SF	3,883.13 SF	0	0
TREE C	6,349.15 SF	3,349.15 SF	0	0
TREE D	416.22 SF	416.22 SF	0	0
TREE E	26,825.66 SF	26,825.66 SF	0	0
TREE F	572.72 SF	572.72 SF	0	0
TREE G	572.72 SF	572.72 SF	0	0
TREE H	50,824.73 SF	26,106.73 SF	5,658 SF	19,059.98 SF
TREE I	1,451.91 SF	1,451.91 SF	1,027 SF	118.4 SF
TREE J	1,208.16 SF	1,208.16 SF	0	0
TREE K	79,143.74 SF	10,218.13 SF	58,308 SF	10,526.61 SF
TREE L	192.06 SF	192.06 SF	0	0
TREE M	2,016.16 SF	2,016.16 SF	0	0
TREE N	12,763.38 SF	12,763.38 SF	0	0
TREE O	2,626.43 SF	2,626.43 SF	0	0
TOTAL SF	1,829,932.9	132,218.45	61,342	1,616,372.45
TOTAL AC	42.00	3.04	1.87	37.11

TOTAL EXISTING CANOPY: 42 AC
REQUIRED RETENTION: 48% (20.16 AC)

REMOVED TREE CANOPY WITH PREVIOUSLY APPROVED SITE PLANS

SLOPES



SITE DATA

PROJECT NAME: WATERS EDGE REZONING REQUEST, REVISION 2
SUBDIVISION: 6283
LOT NUMBER: WATERS EDGE PUD
ADDRESS: 4413 S CAROTHERS RD
CITY: FRANKLIN, TN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 14TH CIVIL DISTRICT
EXISTING ZONING: SD-R (1.91)
PROPOSED DENSITY: SD-R (2.02)
CHARACTER AREA OVERLAY: MEC-D
FLOODWAY FLOODWAY FRINGE OVERLAY
FLOODWAY FLOODWAY OVERLAY
CONVENTIONAL
TOTAL AC: 195.5 AC
MINIMUM REQUIRED SETBACK LINES: 6,515,980 SF
(SEE LOT 17 PARCELS ON SHEET C2.2, C2.3)
OWNER/APPLICANT: REAL ESTATE SOLUTIONS GROUP, LLC
ADDRESS: 100 SADDLE SPRINGS BLVD
THOMPSONS STATION, TN 37179
OFFICE PHONE: 615.975.5765
CONTACT: GREG GAMBLE
EMAIL ADDRESS: GREGGAMBLE209@GMAIL.COM
PLANNER/LANDSCAPE ARCHITECT: GREG GAMBLE
ADDRESS: 144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TN 37064
OFFICE PHONE: 615.975.5765
CONTACT: GREG GAMBLE
EMAIL ADDRESS: GREGGAMBLE209@GMAIL.COM
BUILDING SQUARE FOOTAGE: N/A
BUILDING HEIGHT: 2 STORY
LANDSCAPE SURFACE RATIO: .60
MINIMUM LANDSCAPE SURFACE RATIO: .10
PARKING REQUIREMENTS: SINGLE FAMILY DETACHED - 2 PER UNIT / COTTAGE HOME - 2 FOR THE FIRST BEDROOM 0.5 PER EACH ADDITIONAL BEDROOM
RESIDENTIAL DENSITY: 2.02 UNITS/AC
EXISTING TREE CANOPY: 41.87 AC
REQUIRED CANOPY PRESERVATION: 20.16 AC
PARKLAND (IF APPLICABLE): GREENWAY DEDICATION
OPEN SPACE: 9.77 AC
FORMAL REQUIRED: 12.61 AC
INFORMAL PROVIDED: 19.56
INFORMAL REQUIRED: 105.05 AC
TOTAL REQUIRED: 29.32 AC
TOTAL PROVIDED: 117.66 AC
OVERALL DENSITY: 2.02 UNITS/AC
NET DENSITY (MINUS ROW): 2.29 UNITS/AC
NET DENSITY (MINUS ROW & CONSTRAINTS): 3.11 UNITS/AC
NUMBER OF RESIDENTIAL UNITS BY USE TYPE: 228 SINGLE FAMILY DETACHED
NONRESIDENTIAL SQUARE FOOTAGE: 167 SINGLE FAMILY ATTACHED
INCOMPATIBLE USE BUFFER: NONE

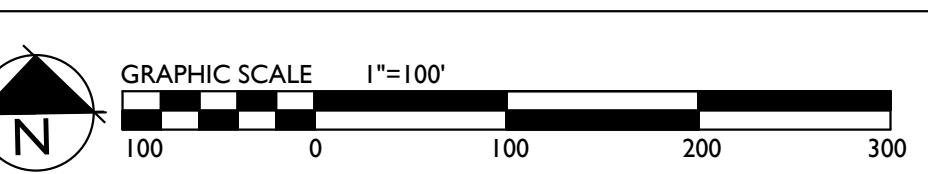
STATEMENT OF IMPACTS

WATER
WATER SERVICE WILL BE PROVIDED BY MILCROFTON UTILITY DISTRICT. THE WATER MAIN WILL BE LOCATED ON CAROTHERS PARKWAY.
385'350 GPD + 138,250 GPD
SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SITE TO BE SERVICED BY GRAVITY SEWER.
REPLINISHED (REUSE) WATER FACILITIES
REUSE WATER IS CURRENTLY NOT AVAILABLE
STREET NETWORK
THE MAJOR THOROUGHFARE PLAN INDICATES CAROTHERS PARKWAY AS A MAJOR ARTERIAL. THIS ROAD IS THE MAIN ACCESS TO AND FROM THE SITE. IT EXTENDS TO THE SOUTH THROUGH LADD PARK, CREATING ACCESS TO THE NEWLY CONSTRUCTED CAROTHERS PARKWAY COMPLIES WITH THE MAJOR THOROUGHFARE PLAN.
DRAINAGE FACILITIES
DEVELOPMENT WILL HAVE NO IMPACT ON EXISTING CITY OF FRANKLIN DRAINAGE FACILITIES. ALL DRAINAGE TO BE TREATED ON SITE.
POLICE AND FIRE
FRANKLIN FIRE STATION #2 - 3.6 MILES DRIVING DISTANCE
COLUMBIA AVE. POLICE STATION - 5.8 MILES DRIVING DISTANCE
RECREATION FACILITIES
A NEW CITY OF FRANKLIN PARK IS PLANNED ADJACENT TO THIS PROPERTY TO THE WEST.
PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF ONE STUDENT PER 84 HOMES.
385 X 64 = 233 STUDENTS
TRINITY ELEMENTARY 3.5 MILES
PAGE MIDDLE SCHOOL 4.6 MILES
PAGE HIGH SCHOOL 4.8 MILES
REFUSE COLLECTION
REFUSE COLLECTION SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.
RESTRICTIVE COVENANTS
THE WATERS EDGE HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOME OWNER'S ASSOCIATION WILL REGULATE ARCHITECTURAL STANDARDS AND MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATION AREAS.
MINERAL RIGHTS
NO THIRD PARTY MINERAL RIGHTS ARE ASSOCIATED WITH THIS PROPERTY.

SPECIMEN TREES

#	TREE	SIZE	CONDITION	#	TREE	SIZE	CONDITION
1	OAK	24	REMOVED - SECTION 1	111	OSAGE	34	
2	LOCUST	30		112	HACKBERRY	18	
3	OSAGE	36		113	OAK	36	
4	ASH	20		114	HACKBERRY	24	
5	HACKBERRY	28		115	HACKBERRY	2	
6	SYCAMORE	24		116	OAK	34	
7	WALNUT	28		117	OAK	24	
8	OSAGE	36	DEAD	118	CEGAR	20	
9	HACKBERRY	32		119	HACKBERRY	24	
10	OSAGE	18		120	CEGAR	20	POOR
11	HACKBERRY	20		121	OAK	30	
12	SYCAMORE	36		122	OAK	28	
13	OSAGE	24		123	OAK	20	
14	OSAGE	36	DEAD	124	OAK	15	
15	HACKBERRY	24		125	OAK	20	
16	HACKBERRY	20		126	OAK	24	
17	HACKBERRY	32	REMOVED - SECTION 1	127	OAK	24	
18	HACKBERRY	36		128	OAK	28	
19	HACKBERRY	30		129	OAK	24	DEAD
20	ELM	24		130	OAK	40	POOR
21	HACKBERRY	36		131	OAK	24	POOR
22	HACKBERRY	30	POOR	132	OAK	36	DEAD
23	ELM	12		133	OAK	15	POOR
24	ELM	20		134	MAPLE	24	POOR
25	ELM	20		135	OAK	24	
26	ELM	20		136	OAK	24	
27	ELM	20		137	OAK	20	
28	ELM	20		138	OAK	20	
29	ASH	20		139	OAK	36	
30	HACKBERRY	24		140	HACKBERRY	36	
31	HACKBERRY	24		141	MAPLE	24	
32	WALNUT	24		142	MAPLE	28	
33	BOX ELDER	20		143	MAPLE	24	
34	HACKBERRY	24		144	HACKBERRY	24	
35	OAK	20		145	HICKORY	24	DEAD
36	HACKBERRY	24	REMOVED - SECTION 1	146	WALNUT	24	
37	HACKBERRY	32	REMOVED - SECTION 1	147	HICKORY	24	
38	HACKBERRY	24	REMOVED - SECTION 1	148	HACKBERRY	28	
39	HACKBERRY	24	REMOVED - SECTION 1	149	OAK	36	
40	HACKBERRY	36	REMOVED - SECTION 1	150	HICKORY	30	
41	HACKBERRY	36	REMOVED - SECTION 1	151	OAK	24	
42	HACKBERRY	34	REMOVED - SECTION 2	152	WALNUT	28	
43	HACKBERRY	24	REMOVED - SECTION 2	153	HICKORY	32	
44	ELM	40	REMOVED - SECTION 2	154	OAK	24	
45	OAK	20		155	OAK	48	
46	ELM	40	REMOVED - SECTION 2	156	MAPLE	36	DEAD
47	ASH	48		157	OAK	30	DEAD
48	ASH	30		158	HACKBERRY	36	
49	HACKBERRY	40		159	OAK	24	
50	OAK	24		160	HICKORY	24	
51	MAPLE	24		161	OAK	24	
52	POPLAR	24		162	OAK	26	
53	POPLAR	20		163	OAK	24	
54	MAPLE	24		164	OAK	24	
55	OAK	26		165	OAK	24	
56	MAPLE	24		166	OAK	26	
57	MAPLE	26		167	ELM	26	
58	POPLAR	20		168	SYCAMORE	30	
59	OAK	40	DEAD	169	OAK	24	
60	ASH	24		170	ELM	20	
				171	HACKBERRY	24	REMOVED - SECTION 1

EXISTING CONDITIONS



WATER'S EDGE SUBDIVISION
REZONING REQUEST - REVISION 2
PARCEL 49.00 ON TAX MAP 89
FRANKLIN, TENNESSEE



ISSUED: OCTOBER 10, 2016

Revision Date

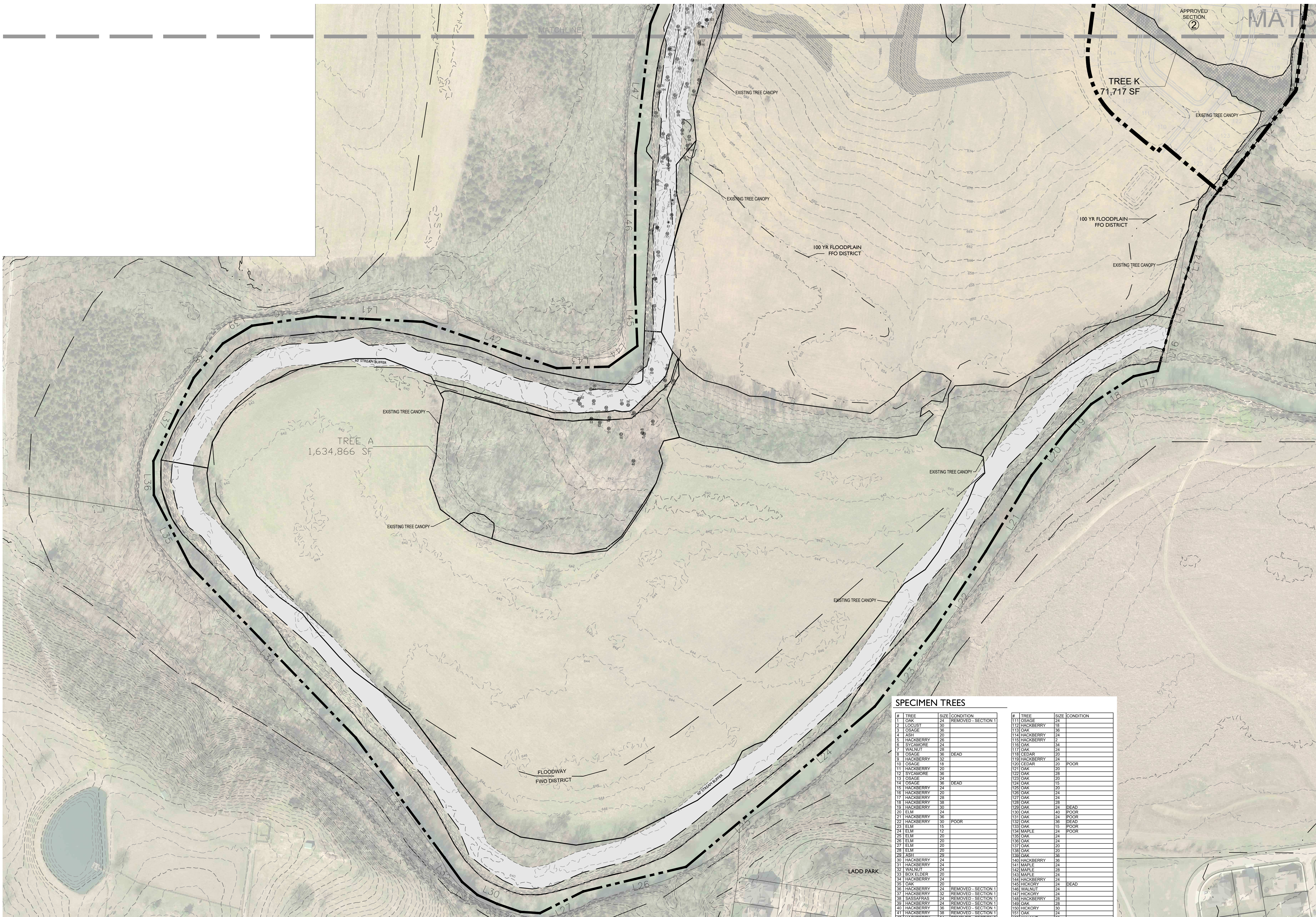
November 3, 2016

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SHEET

C1.1

COF # 6283



MATCHLINE

APPROVED SECTION 2

MATCHLINE

TREE A
1,634,866 SF

TREE K
71,717 SF

100 YR FLOODPLAIN
FFO DISTRICT

100 YR FLOODPLAIN
FFO DISTRICT

FLOODWAY
FWO DISTRICT

LADD PARK

SPECIMEN TREES

#	TREE	SIZE	CONDITION	#	TREE	SIZE	CONDITION
1	OAK	24	REMOVED - SECTION 1	111	OSAGE	24	
2	LOCUST	30		112	HACKBERRY	24	
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5	HACKBERRY	26		115	HACKBERRY	2	
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15	HACKBERRY	24		125	OAK	20	
16	HACKBERRY	20		126	OAK	24	
17	HACKBERRY	26		127	OAK	24	
18	HACKBERRY	38		128	OAK	28	
19	HACKBERRY	30		129	OAK	24	DEAD
20	ELM	24		130	OAK	40	POOR
21	HACKBERRY	36		131	OAK	24	POOR
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23	ELM	15		133	OAK	15	POOR
24	ELM	12		134	MAPLE	24	
25	ELM	20		135	OAK	24	
26	ELM	20		136	OAK	24	
27	ELM	20		137	OAK	20	
28	ELM	20		138	OAK	20	
29	ASH	26		139	OAK	36	
30	HACKBERRY	24		140	HACKBERRY	36	
31	HACKBERRY	24		141	MAPLE	24	
32	WALNUT	24		142	MAPLE	28	
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35	OAK	20		145	HICKORY	24	DEAD
36	HACKBERRY	24	REMOVED - SECTION 1	146	WALNUT	24	
37	HACKBERRY	32	REMOVED - SECTION 1	147	HICKORY	24	
38	SASSAFRAS	24	REMOVED - SECTION 1	148	HACKBERRY	28	
39	HACKBERRY	24	REMOVED - SECTION 1	149	OAK	28	
40	HACKBERRY	36	REMOVED - SECTION 1	150	HICKORY	30	
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43	HACKBERRY	24	REMOVED - SECTION 2	153	HICKORY	32	
44	ELM	40	REMOVED - SECTION 2	154	OAK	24	
45	OAK	20		155	OAK	48	
46	ELM	40		156	MAPLE	36	DEAD
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50	OAK	24		160	HICKORY	24	
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52	POPLAR	24		162	OAK	28	
53	POPLAR	20		163	OAK	28	
54	MAPLE	24		164	OAK	24	
55	OAK	28		165	OAK	24	
56	MAPLE	24		166	OAK	28	
57	MAPLE	28		167	ELM	26	
58	POPLAR	20		168	SYCAMORE	30	
59	OAK	40	DEAD	169	OAK	24	
60	ASH	24		170	ELM	20	
				171	HACKBERRY	24	REMOVED - SECTION 1

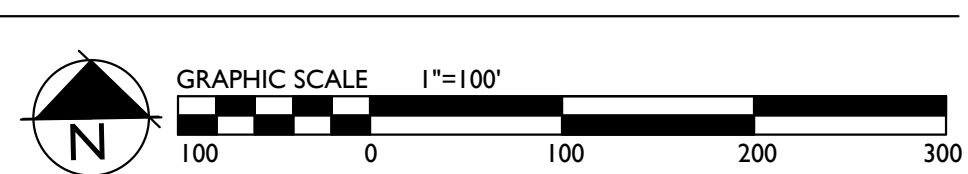
TREE CANOPY

REMOVED TREE CANOPY
WITH PREVIOUSLY APPROVED SITE PLANS

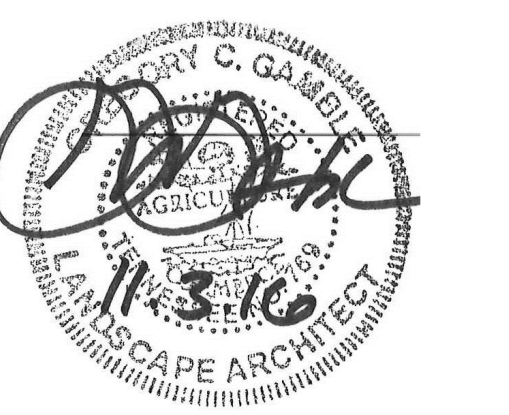
SLOPES

SLOPES 14% TO 19%
SLOPES 20% TO 100%

EXISTING CONDITIONS



WATER'S EDGE SUBDIVISION REZONING REQUEST - REVISION 2 PARCEL 49.00 ON TAX MAP 89 FRANKLIN, TENNESSEE



ISSUED: OCTOBER 10, 2016

Revision Date

1 November 3, 2016

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△
△
△

SHEET

C1.2

COF # 6283

RESOLUTION 2016-75

TO BE ENTITLED: "A RESOLUTION APPROVING A REVISED DEVELOPMENT PLAN FOR WATER'S EDGE PUD SUBDIVISION FOR THE PROPERTY LOCATED EAST OF CAROTHERS PARKWAY AND NORTH OF LONG LANE, 4413 SOUTH CAROTHERS ROAD

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

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

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

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

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

MAP 89 OF PARCEL 49

Land located in the 14th civil district of Williamson County, Tennessee, and said tract of land being more particularly described by metes and bounds, as follows:

Commencing at an iron rod near the intersection of South Carothers Road and a future Connector Road thence in a Westerly direction 757.5+/- feet to a point situation in the Westerly margin of South Carothers Parkway being the Northeast corner of the subject property. Said point also being the Southeast corner of Southern Carothers Partners, L.L.C. property record in Book 4877, Page 537, in the Register's Office for Williamson County, Tennessee: and being the Point of Beginning;

Thence, continuing with margin of said road with a curve to the right, having a Radius of 2799.29 feet, Delta angle of 02°22'43", Tangent of 58.13 feet, Arc Length of 116.24 feet, with a chord bearing of S 22°17'05" E, a chord distance of 116.23 feet to a point;

Thence, S 21°05'44" E, a distance of 28.94 feet to a point;

Thence, S 23°17'37" W, a distance of 40.24 feet to a point;
Thence, S 23°46'32" E, a distance of 66.77 feet to a point;
Thence, S 66°10'33" E, a distance of 35.35 feet to a point;
Thence, S 21°05'44" E, a distance of 934.66 feet to a point;
Thence, S 23°54'16" W, a distance of 35.36 feet to a point;
Thence, S 21°05'44" E, a distance of 120.00 feet to a point;
Thence, S 66° 05'44" E, a distance of 35.36 feet to a point;
Thence S 21°05'44" E, a distance of 99.92 feet to an iron rod found by Gresham Smith and being the Northeast corner of Thomas Helm, III property as recorded in Book 610, Page 344, in the Register's Office of Williamson County, Tennessee;

Thence, continuing with Helm Westerly property line S 07°54'52" W, a distance of 352.89 feet to an iron rod found by TN RLS# 2039;
Thence, S 06°58'02" W, a distance of 716.88 feet to a wood fence post;
Thence, S 37°24'01" W, a distance of 226.56 feet to a point;
Thence, S 37°45'27" W, a distance of 181.40 feet to a wood fence post;
Thence, S 16°37'42" W, a distance of 267.88 feet to a point;
Thence, S 19°19'11" W, a distance of 69.33 feet to a point;
Thence, S 15°25'57" W, passing an iron rod found near the top of bank at 84.61, for a total distance of 144.37 feet to a point on the center of the Big Harpeth River;

Thence, continuing with center of the Big Harpeth River S 77°10'59" W, a distance of 69.51 feet to a point;
Thence, S 56°45'56" W, a distance of 141.68 feet to a point;
Thence, S 42°32'18" W, a distance of 106.78 feet to a point;
Thence, S 37°57'39" W, a distance of 153.54 feet to a point;
Thence, S 31°12'57" W, a distance of 248.53 feet to a point;
Thence, S 33°19'26" W, a distance of 263.21 feet to a point;
Thence, S 37°47'22" W, a distance of 270.72 feet to a point;
Thence, S 49°22'29" W, a distance of 362.46 feet to a point;
Thence, S 49°58'17" W, a distance of 330.75 feet to a point;
Thence, S 76°32'23" W, a distance of 295.76 feet to a point;
Thence, S 63°23'31" W, a distance of 135.61 feet to a point;
Thence, N 86°18'24" W, a distance of 55.22 feet to a point;
Thence, N 70°56'26" W, a distance of 68.99 feet to a point;
Thence, N 65°42'45" W, a distance of 60.12 feet to a point;
Thence, N 49°40'15" W, a distance of 56.52 feet to a point;
Thence, N 35°59'03" W, a distance of 84.76 feet to a point;
Thence, N 36°27'38" W, a distance of 416.05 feet to a point;
Thence, N 43°59'01" W, a distance of 666.82 feet to a point;
Thence, N 27°13'05" W, a distance of 224.23 feet to a point;
Thence, N 00°43'11" W, a distance of 95.40 feet to a point;
Thence, N 25°52'04" E, a distance of 258.64 feet to a point;
Thence, N 40°17'13" E, a distance of 124.94 feet to a point;
Thence, N 58°35'03" E, a distance of 95.33 feet to a point;
Thence, N 81°48'03" E, a distance of 183.00 feet to a point;
Thence, S 87°03'59" E, a distance of 299.23 feet to a point;
Thence, S 70°51'36" E, a distance of 395.49 feet to a point;
Thence, N 88°14'15" E, a distance of 145.35 feet to a point;

Thence, N 54°07'33" E, a distance of 98.80 feet to a point;
 Thence, N 02°19'56" W, a distance of 164.37 feet to a point;
 Thence, N 00°16'11" E, a distance of 374.56 feet to a point;
 Thence, N 06°30'23" E, a distance of 364.95 feet to a point;
 Thence, N 22°23'50" E, a distance of 92.19 feet to a point;
 Thence, N 06°01'34" W, a distance of 200.24 feet to a point;
 Thence, N 15°21'48" W, a distance of 507.82 feet to a point;
 Thence, N 22°19'29" W, a distance of 386.00 feet to a point;
 Thence, N 10°54'14" W, a distance of 417.24 feet to a point;
 Thence, N 20°03'52" E, a distance 238.53 feet to a point;
 Thence, N 36°52'05" E, a distance of 324.79 feet to a point;
 Thence, N 59°01'42" E, a distance of 176.66 feet to a point;
 Thence, N 79°52'03" E, a distance of 242.01 feet to a point;
 Thence, N 72°49'49" E, a distance of 403.22 feet to a point;
 Thence, N 46°43'32" E, a distance of 164.11 feet to a point and being the Southwesterly corner of South Carothers Partners, L.L.C. property record in Book 4877, Page 537, in the Register's Office for Williamson County, Tennessee;

Thence, leaving said river with South Carothers Partners, L.L.C. southerly property line S 84°14'52" E, passing an iron rod found by TN RLS#2036 at 72.48 feet for a total distance of 589.21 feet to The Point of Beginning and containing 8,515,833.530 square feet or 195.497 acres of land.

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

SECTION III: That the overall entitlements, as amended, for the Water's Edge PUD Subdivision are as follows:

Entitlements	Water's Edge
Base Zone District	Specific Development Residential SD-R 2.02
Character Area Overlay	MECO-6
Other Zoning Overlays	FWO, FFO
Development Standard	Conventional
Number of Dwelling Units	395
Number of Nonresidential Square Footage	N/A
Number of Hotel Rooms	N/A
Connectivity Index	1.55
Open Space Requirements	Formal: 11.04 acres Informal: 105.02 acres Total: 116.06 acres

Number of Phases in Development	4
Original Development Plan Approval	Ordinance No. 2013-35 Date of approval: 9/24/13
Revision Number	Revision 4
Modification of Development Standards Approved as part of Resolution No. 2013-47	MOS 1: Request to permit garage doors exceeding 9 feet in width on rear loaded garages accessed from an alley. FMPC recommended approval.

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 its passage on its first and final reading, the health, safety, and welfare of the citizens requiring it.

ERIC S. STUCKEY

City Administrator

Approved as to form by:

DR. KEN MOORE

Mayor

Shauna R. Billingsley

City Attorney

PREAPPLICATION CONFERENCE:

___9/14/2016___

BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:

___9/22/2016___

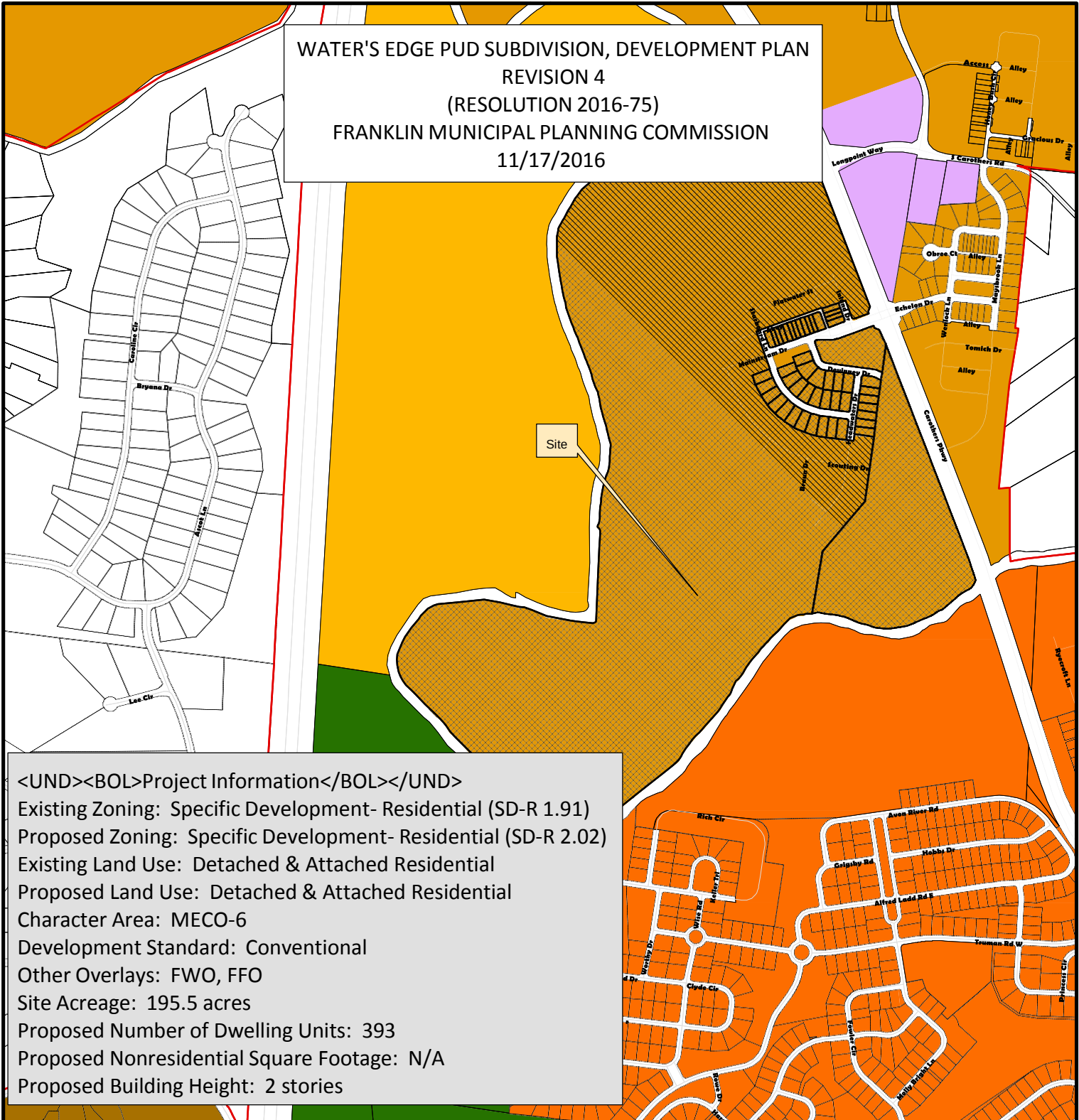
NEIGHBORHOOD MEETING:

___9/20/2016___

PLANNING COMMISSION RECOMMENDED APPROVAL:

PUBLIC HEARING AND BOMA APPROVAL:

WATER'S EDGE PUD SUBDIVISION, DEVELOPMENT PLAN
 REVISION 4
 (RESOLUTION 2016-75)
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 11/17/2016



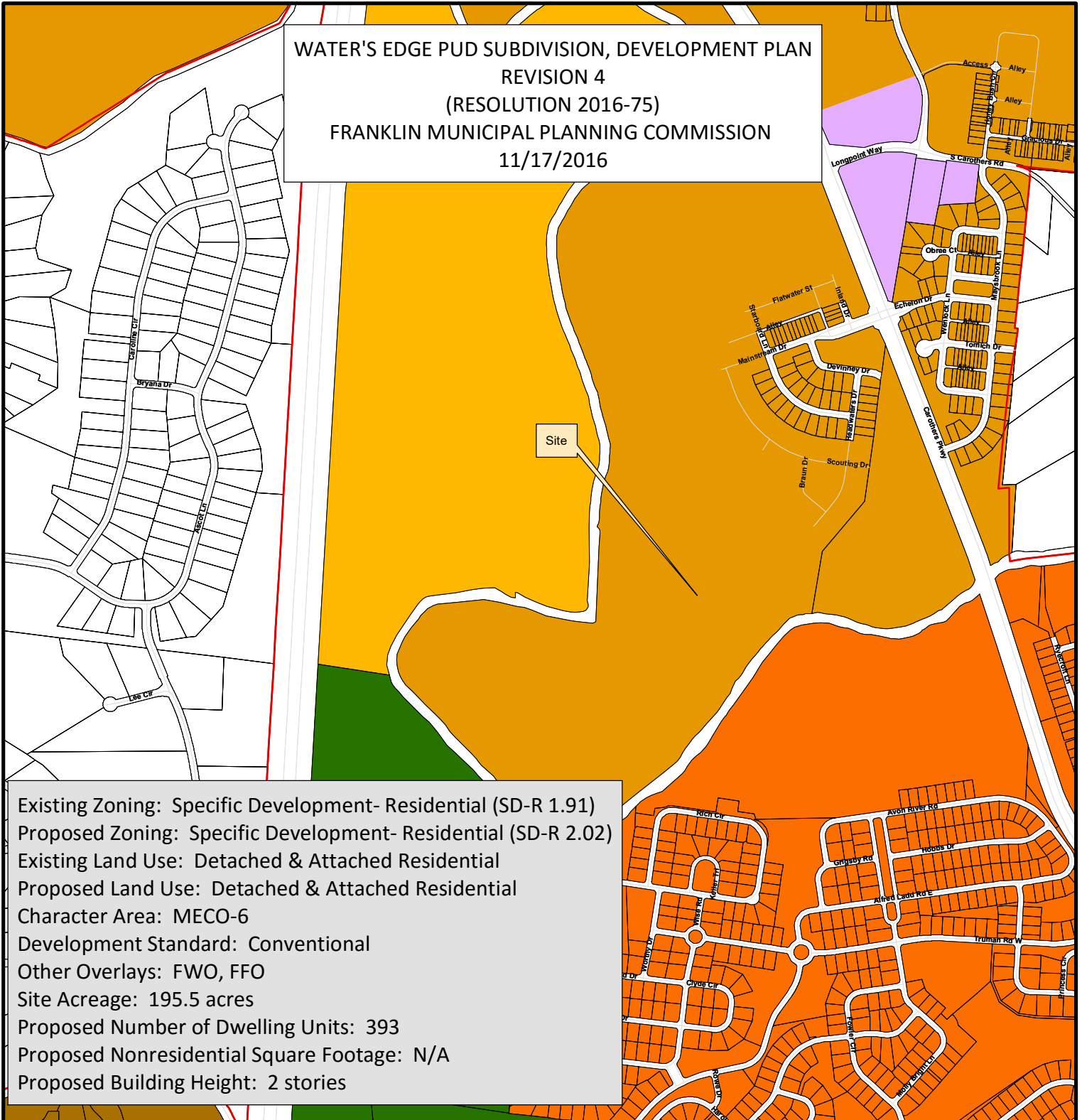
Water's Edge	SD-R Specific Development-Residential
AG Agricultural District	SD-X Specific Development-Variety
ER Estate Residential	OR Office Residential District
R-1 Residential District	GO General Office District
R-2 Residential District	CC Central Commercial District
R-3 Residential District	NC Neighborhood Commercial District
R-6 Residential District	GC General Commercial District
RM-10 Attached 10 Residential District	LI Light Industrial District
RM-15 Attached 15 Residential District	HI Heavy Industrial District
RM-20 Attached 20 Residential District	CI Civic and Institutional District



0 250 500 1,000
 Feet

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WATER'S EDGE PUD SUBDIVISION, DEVELOPMENT PLAN
 REVISION 4
 (RESOLUTION 2016-75)
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 11/17/2016



Water's Edge	SD-R Specific Development-Residential
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 Feet

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CONDITIONS OF APPROVAL:

Open Issues: 8 These issues are currently being filtered

Engineering - Site Plan Checklist

General Issues

1. E. Roadway Design and Plan & Profile

The COF Transportation and Street Standards, Section 3.3.16(4) states " ...Street jogs and/or intersections on minor collector and local streets of less than two-hundred (200) feet shall not be allowed, except where both intersecting streets are cul-de-sacs in which case the street jogs with centerline offsets of less than one hundred and twenty five (125) feet shall not be allowed."

This comment shall remain open until a modification of street standards has been approved.

[Edited By Kevin Long]

2. K. Overall Utility Plan

These issues to remain open to be addressed at Site Plan, but do not hinder Development Plan approval:

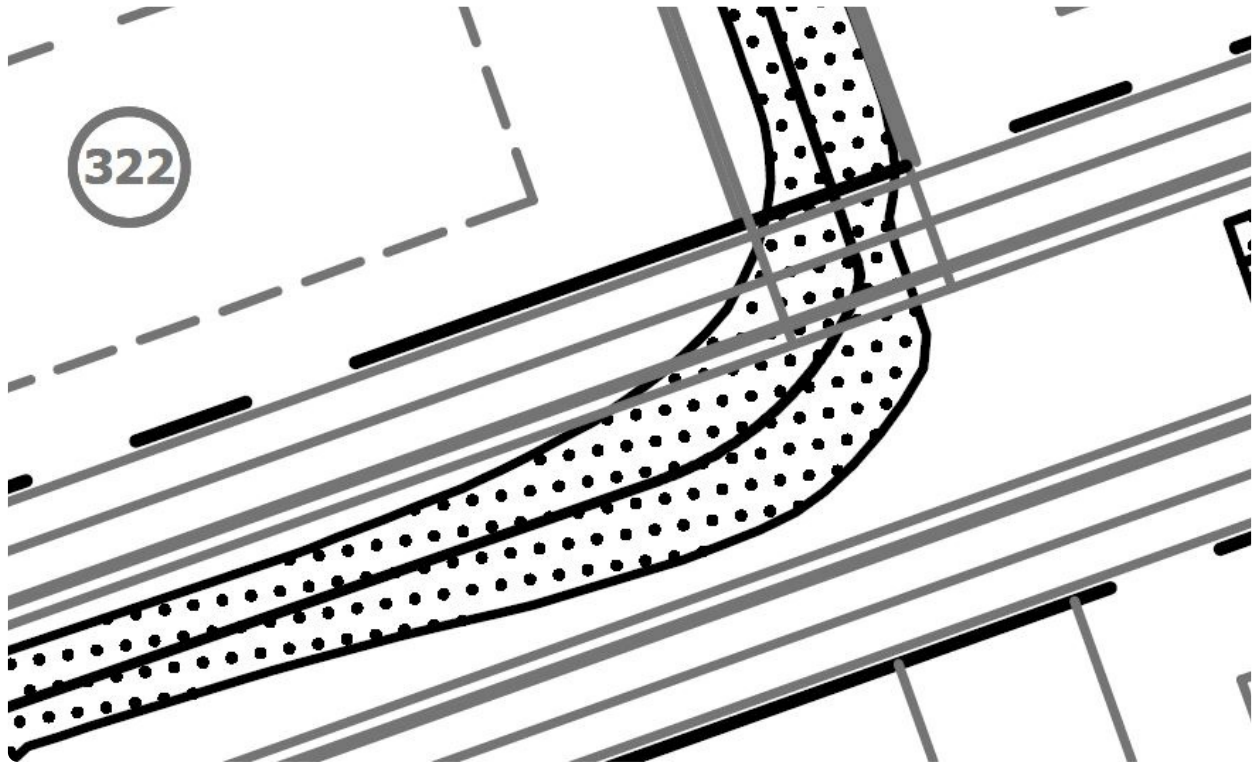
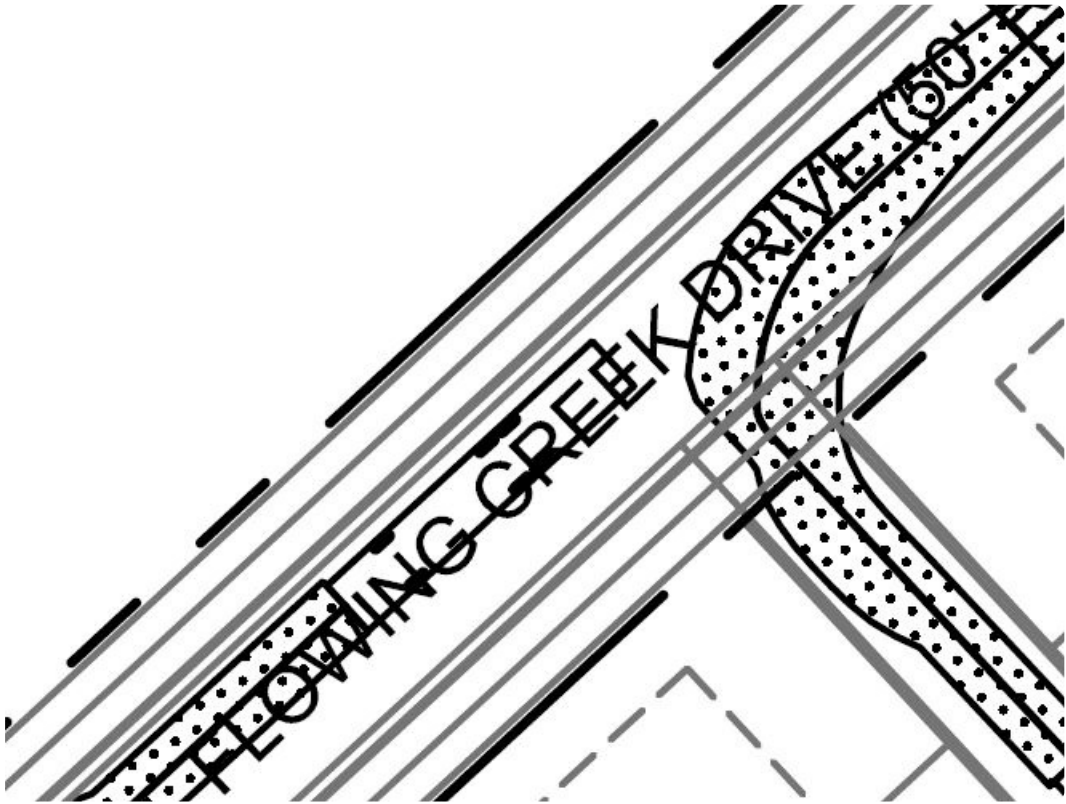
- Applicant shall be aware that no trees will be allowed to be planted within the sewer easement crossing the Open Space lot, and a note stating that the City is not responsible for any other plantings within the easement that are damaged or removed in the course of maintenance will be required on the plat.
- Applicant shall verify with Milcrofton utility that the proposed location of their water line adjacent to the alley(s) in the rear of the units where it will be overlain with driveways, mailboxes, etc is acceptable.

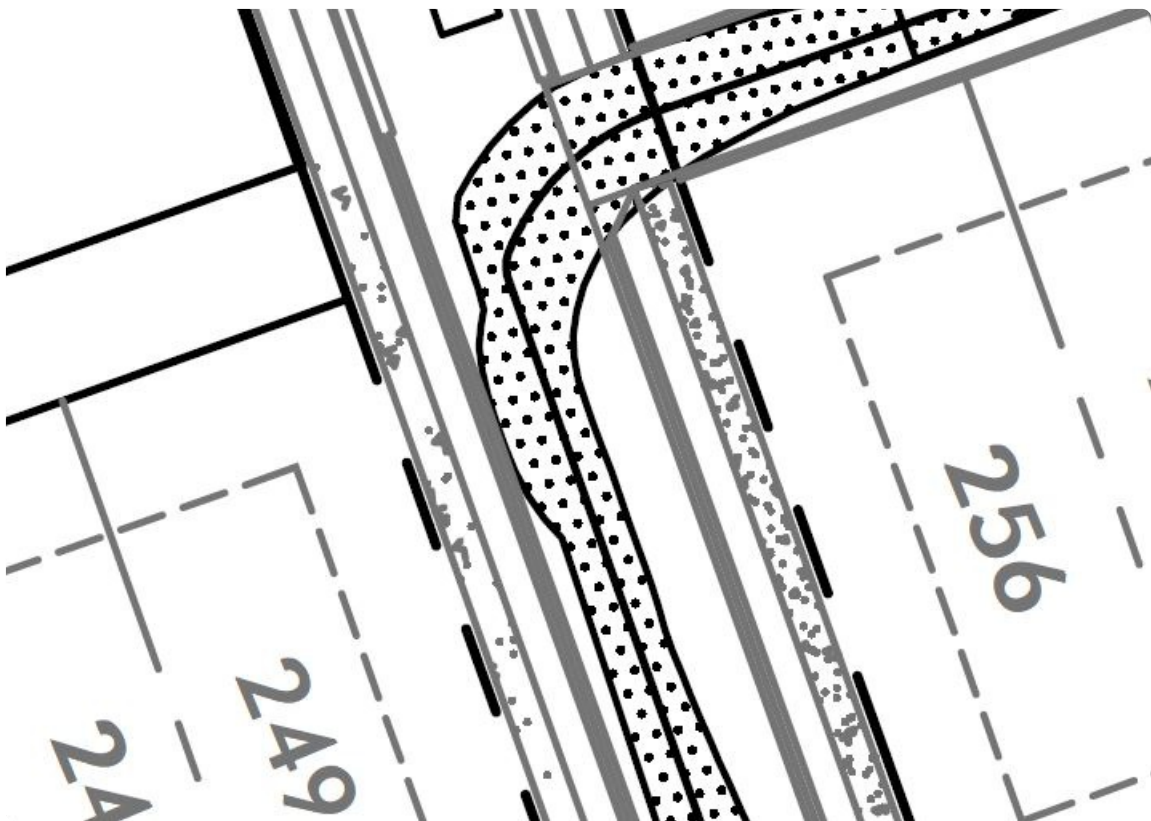
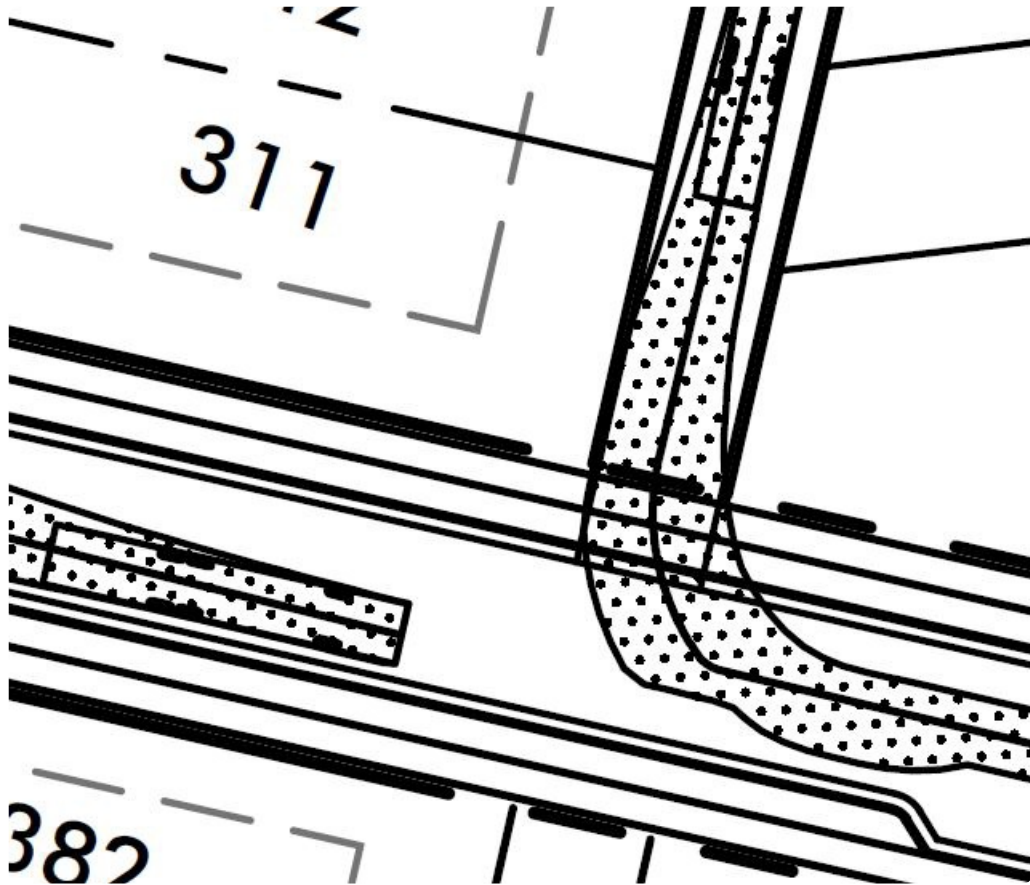
[Edited By Lance Fittro]

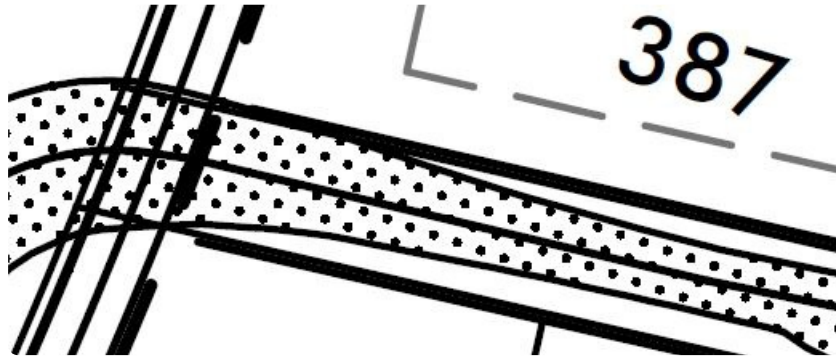
3. D. Site Plan

The previous comment, "Note that the proposed alley(s) with 90-degree, squared-off intersections with the street do not appear to have sufficient radius to allow the necessary turning movements" remains an issue, with the provided autoturn exhibit showing fire apparatus driving over curbs, sidewalks, etc.

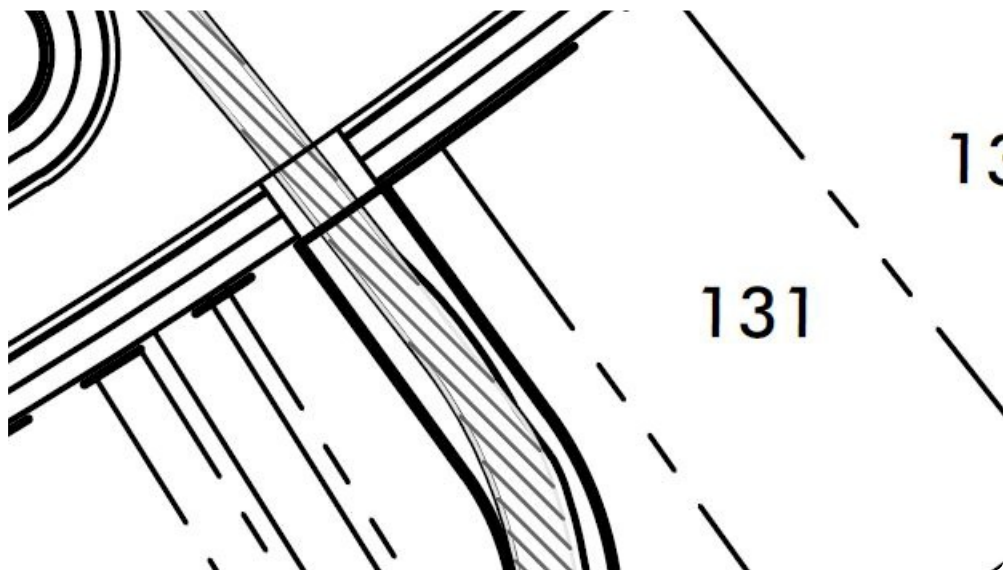
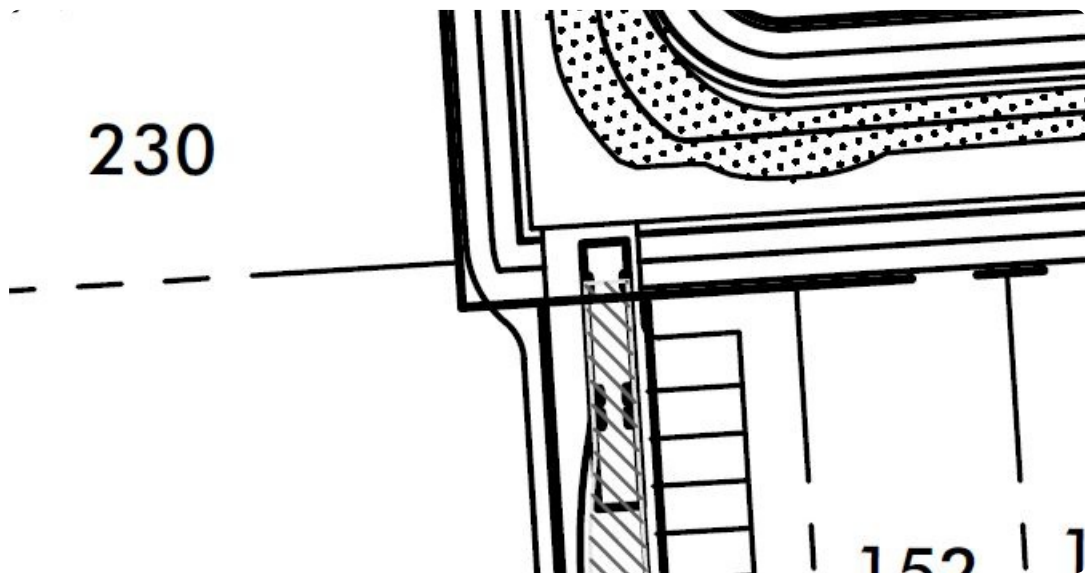
These shall be addressed at Site Plan with widened alley throats, larger radius returns for alley intersections, or other layout adjustments as necessary to facilitate alley access for fire apparatus and service vehicles.







Turning movements for these intersections not addressed:



Planning

General Issues

4. Corner Treatment

Applicant shall include more architectural detailing for corner lots. Architectural detailing can include but is not limited to wrap-around porches.

Water's Edge Development Plan Rev. 4 11.3.2016.pdf

5. Connectivity Index

Applicant shall remove Modification of Standards Request for Connectivity Index, in relation to 5.10.4 (iii) within the Zoning Ordinance.

[Edited By Brad Baumgartner]

Planning (Landscape)

General Issues

6. Section 4

Provide a sheet with just section four on it.

Water/Sewer

General Issues

7. Sanitary sewer plan

Applicant has not addressed all comments. Applicant shall address comments noted below:

- During recent meetings and discussions with the Water's Edge engineering team, it has been noted that the depth of the sewer proposed to serve the southern portion of the development will be excessively deep. In order for Water Management to approve the sewer layout shown on the development plan, the sewer main installed to serve the lots must be designed to be at an acceptable depth for maintenance. The depths were not shown at the original development plan approval stage, so with this revision, and now being aware of the proposed depth of the sewer, an agreement must be reached. Please contact Engineering and Water Management to arrange meeting over sanitary sewer alignments and depths.

[Edited By Lance Fittro]

8. General issues

Applicant shall utilize the Ladd Park interceptor being installed as a City project to serve the southern lots with sanitary sewer.

The applicant shall provide a clear illustration showing the sewer drainage areas to ensure the sanitary sewer mains are able to correctly serve the southern sections of Water's Edge at minimal depths. Any sewer mains to be designed at a depth greater than 10' shall require a meeting with Water Management and Engineering prior to final approval of the revised layout. Sewer proposed to be at depths greater than 10' and routed through residential lots may not be approved.

[Edited By Lance Fittro]