



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, August 22, 2017

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [17-0370](#) *Consideration of Resolution 2017-64 Authorizing and Directing the Industrial Development Board of the City of Franklin to Prepay a Portion of its Taxable Rate Tax Increment Revenue Refunding Bonds, Series 2015A (Variable Rate)

Sponsors: Kristine Brock

Attachments: [Res 2017-64 Resolution to Prepay IDB Bonds Law Approved](#)
[History of TIF District August 10 2017](#)

Legislative History

8/10/17 Budget & Finance referred to the Work Session
Committee

2. [17-0734](#) Continuation of Overview Of The Purpose And Methodology Associated With Revising The City's Parkland Impact Fee Ordinance; The Formal Ordinance To Be Presented At Future Meeting. (08/22/17 WS)

Sponsors: Eric Stuckey, Vernon Gerth and Lisa Clayton

Attachments: [Parkland Impact Fee Ordinance Follow-up 8-22-17.pdf](#)
[Generic Neighborhood Park.pdf](#)
[SUMMARY - Land Valuation Analysis - 2015 - 2017 - for BOMA - 8.14.2017](#)
[Parkland Impact Fee BOMA Summary 8-14-17](#)
[Parkland Impact Fee Formula 8-14-17](#)

3. [17-0748](#) *Consideration of a Professional Services Agreement (COF 2017-0205) with CDM Smith, Inc. for an amount not to exceed \$97,100 for the Robinson Lake Dam Conceptual Engineering Report

Sponsors: Mark Hilty and Paul Holzen

Attachments: [COF 2017-0205 Robinson Lake Dam CER - PSA.docx](#)
[COF 2017-0205 Robinson Lake Scope2.pdf](#)

4. [17-0749](#) *Consideration of Amendment No. 1 (COF Contract No. 2015-0172) to the Carothers Parkway and Meridian Boulevard / Gillespie Drive Intersection Improvements Agreement with the Meridian Cool Springs Owner's Association, Inc.

Sponsors: Paul Holzen

Attachments: [COF 2015-0172 Carothers and Meridian Amendment 1.Law Approved.pdf](#)

5. [17-0733](#) Consideration of Sanitary Sewer Reimbursement Agreement (COF 2017-0132) Between the City of Franklin and Clayton Properties Group, Inc. with respect to the Shadow Green Subdivision PUD. (08-22-17 WS)

Sponsors: Mark Hilty, Michelle Hatcher and Paul Holzen

Attachments: [2017-0132 DBE Goodall Homes Shadow Green Sanitary Sewer Agmnt with e](#)

6. [17-0312](#) Consideration of Ordinance 2017-13, To Be Entitled: "An Ordinance To Rezone 36.71 Acres From Light Industrial (LI) District To Specific Development- Residential (SD-R 5.0) District & 15.83 Acres From Light Industrial (LI) District To Estate Residential (ER) District For The Shadow Green PUD Subdivision, For The Property Located At 1152 Hillview Lane." (04/27/17 FMPC 7-0; 08-22-17 WS; 9/12/17 BOMA 1st Reading 8-0; 10/10/17 BOMA 2nd Reading 7-0) THIRD AND FINAL READING

Sponsors: Emily Hunter, Amy Diaz-Barriga and Brad Baumgartner

Attachments: [Ordinance 2017-13 Shadow Green RZ Map](#)
[2017-13 Shadow Green Ordinance_with Map.Law Approved 4](#)
[Shadow Green Rezoning package](#)

Legislative History

4/27/17	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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7. [17-0314](#) PUBLIC HEARING: Consideration Of Resolution 2017-20, To Be Entitled: "A Resolution Approving A Development Plan For The Shadow Green PUD Subdivision, For The Property Located At 1152 Hillview Lane." (04/27/17 FMPC 7-0; 08-22-17 WS)

Sponsors: Emily Hunter, Amy Diaz-Barriga and Brad Baumgartner

Attachments: [Resolution 2017-20 Shadow Green DP Map](#)
[2017-20 RES Shadow Green PUD_with attachment.Law Approved 3](#)
[Conditions of Approval 02 AS AMENDED 08.11.2017](#)
[Shadow Green Development Plan package](#)
[elevations Shadow Green Development Plan package](#)
[Site Layout Shadow Green Development Plan](#)

Legislative History

4/27/17	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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8. [17-0450](#) Consideration of Ordinance 2017-04, An Ordinance Establishing Standards For Small Wireless Facilities In The Public Rights-Of-Way (5/25/17 Special Work Session; 8/22/17 1ST BOMA Reading 5-0) SECOND AND FINAL READING
- Sponsors:** Eric Stuckey, Vernon Gerth and Shauna Billingsley
- Attachments:** [Small Cell Presentation 8-22-17.pdf](#)
[Ordinance 2017-25 Small Cell Facilities -- Appendix A Fees.Law Approved 3](#)
[2017-04 Small Cell and Fiber in the ROW.Law Approved 4](#)
[REDLINE 2017-04 Small Cell and Fiber in the ROW](#)
[2017-04 Small Cell and Fiber in the ROW.Law Approved 5](#)
9. [17-0732](#) Consideration Of Ordinance 2017-25, To Be Entitled: "An Ordinance To Amend Appendix A - Comprehensive Fees And Penalties, Chapter 16 - Streets And Sidewalks, Etc. Relative To Creating Small Cell Facility Permit Fees And Fees For Use Of City-Owned Property And Public Right-Of-Way". (08/22/17 1st BOMA Reading 5-0) SECOND AND FINAL READING
- Sponsors:** Eric Stuckey and Vernon Gerth
- Attachments:** [Ordinance 2017-25 Small Cell Facilities -- Appendix A Fees.Law Approved 3](#)
10. [17-0657](#) Periodic Review and Update of City Strategic Plan, Franklin Forward (Continued from 08/08/17 WS)
- Sponsors:** Eric Stuckey and Michael Walters Young
- Attachments:** [FranklinForward Strategic Plan Review - August 2017 - MWY](#)
[FranklinForwardProgressReports](#)
[StrategicPlan2014](#)

Legislative History
8/8/17 Work Session referred to the Work Session

Other Business

Adjournment

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

RESOLUTION 2017-64

A RESOLUTION AUTHORIZING AND DIRECTING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF FRANKLIN TO PREPAY A PORTION OF ITS TAXABLE RATE TAX INCREMENT REVENUE REFUNDING BONDS, SERIES 2015A (VARIABLE RATE).

WHEREAS, The Industrial Development Board of the City of Franklin (the "Board") has outstanding its Taxable Rate Tax Increment Revenue Refunding Bonds, Series 2015A (Variable Rate) (the "2015A Bonds") and its Taxable Rate Tax Increment Revenue Refunding Bonds, Series 2015B (Fixed Rate) (the "2015B Bonds" and collectively, the "2015 Bonds"), payable from certain tax increment and PILOT revenues (the "Revenues"); and

WHEREAS, the Revenues collected by the City for the 2016-2017 fiscal year were in excess of the debt service requirements during such year on the 2015 Bonds; and

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee (the "Municipality") has determined to apply a portion of such excess Revenues to the prepayment of the 2015 Bonds for such purpose; and

WHEREAS, the Board of Mayor and Aldermen wish to direct the Board to apply such funds to the prepayment of the 2015 Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the Board be and hereby is authorized and directed to apply the funds in the amount of \$700,000 to the prepayment of the 2015 Bonds, with the 2015 Bonds to be prepaid being the last-maturing bonds of the 2015A Bonds; and

RESOLVED FURTHER, that the officers and agents of the Board are hereby directed to take all such steps as may be necessary to accomplish the foregoing; and

RESOLVED FURTHER, that the officers of the Municipality are hereby authorized and directed to take all such steps as may be necessary to accomplish the foregoing.

Adopted and approved this _____ day of _____, 2017.

CITY OF FRANKLIN, TENNESSEE:

Dr. Ken Moore
Mayor

Approved as to form by:

ATTEST:

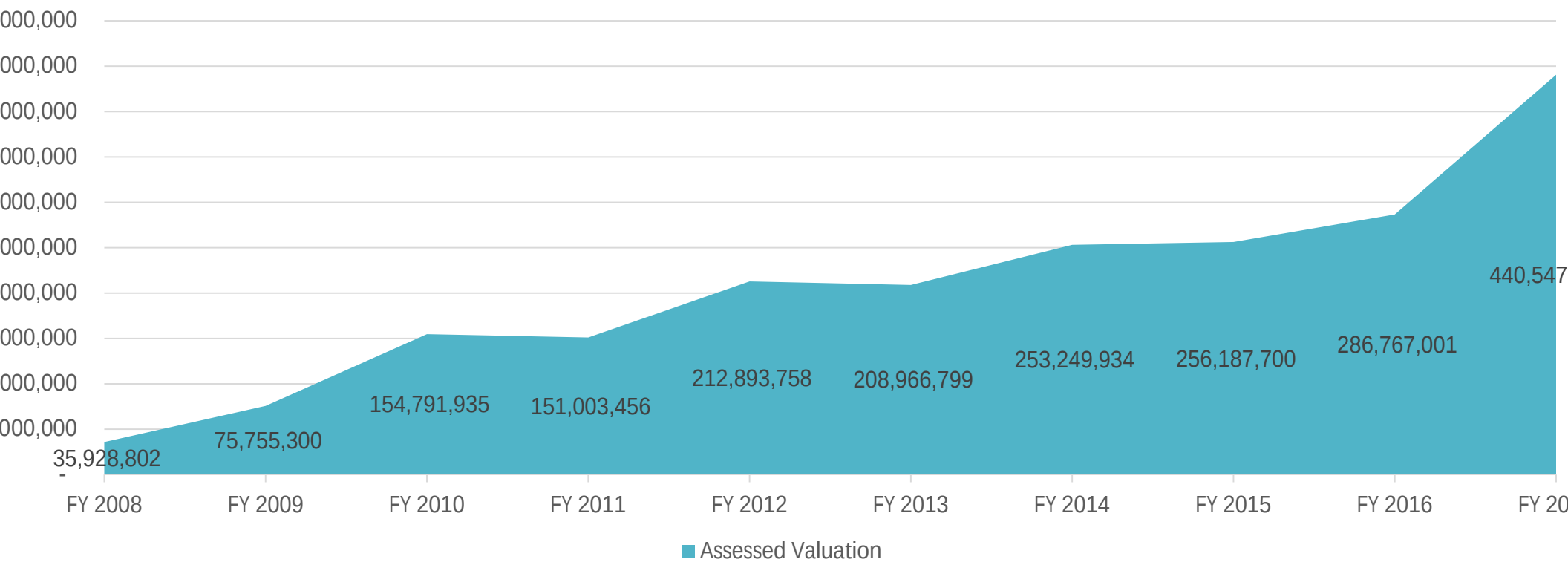
Shauna R. Billingsley
City Attorney

Eric Stuckey
City Administrator/Recorder

Update of TIF District Financials and FY 2017 Results

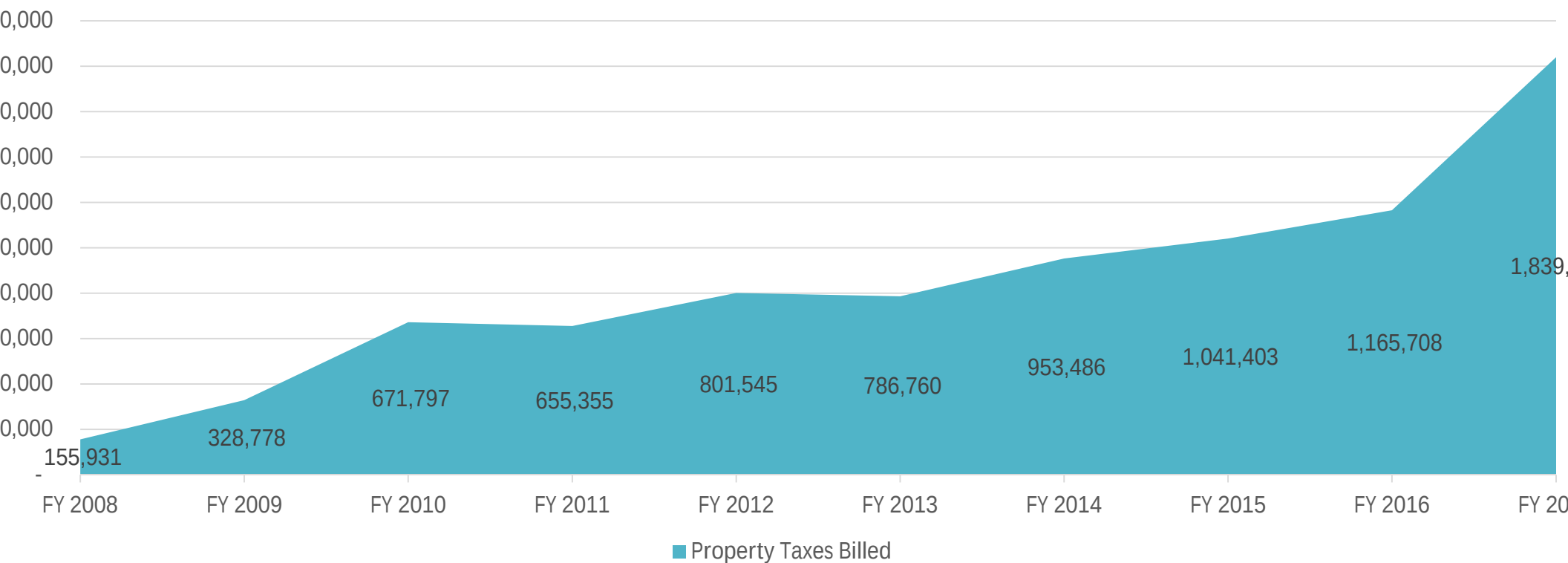
August 10, 2017

IF District Assessed Valuation FY 2008-2017



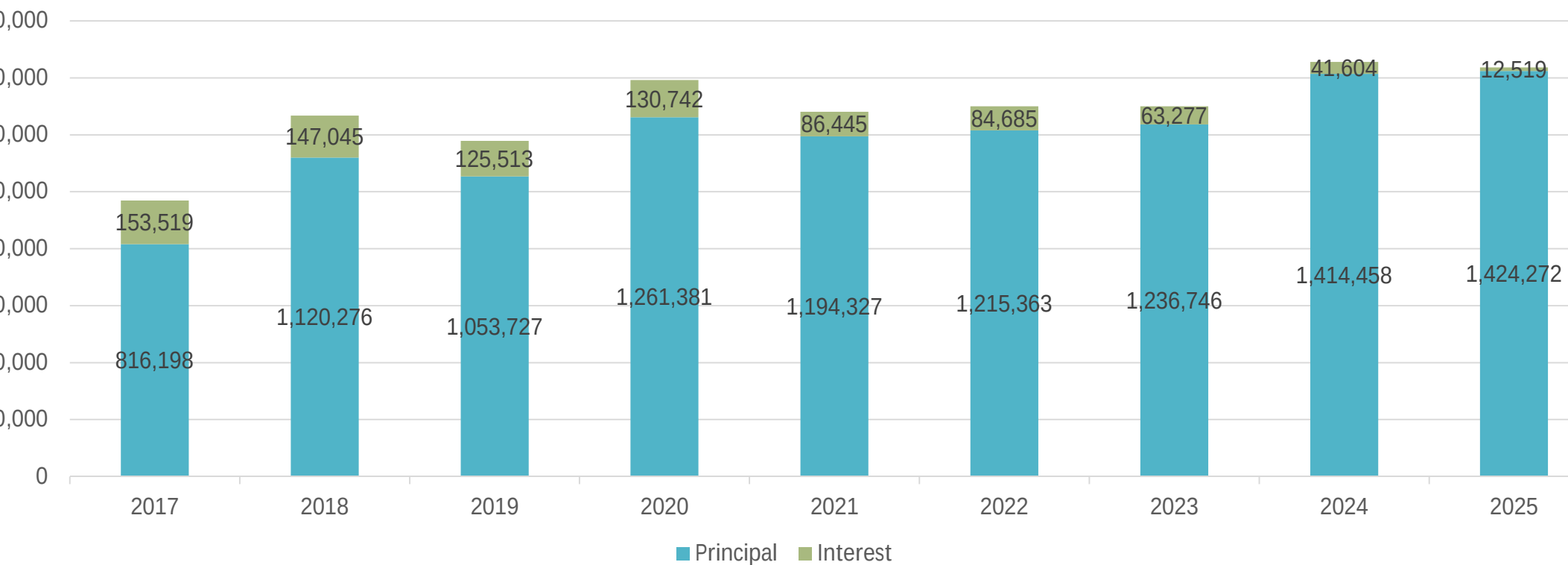
Assessed valuation within the district increased by 54% between FY 2016 and FY 2017, which was also the year of countywide reappraisal.

IF District Billed Property Taxes FY 2008-2017



2017 taxes billed is inclusive of amount outstanding as of 6/30/17 of \$34,957 and appealed taxes of \$46,589.

Debt Service Due for 2015 TIF Bonds FY 2017-2025



Debt service has maximum annual principal and interest expense in FY 2024 of \$1,456,062. Average annual debt service FY 2018-2025 is \$1,326,547. Interest due on variable rate bonds is assumed at a rate of 1.8125%.

FY 2017 Summary of Financial Results

FY 2017 Billed Property Taxes	\$1,839,725
Less: Uncollected Taxes as of 6/30/17)	(34,957)
Less: Appeal of Assessment Pending as of 6/30/17)	<u>(46,589)</u>
Property Taxes Net of Uncollected Taxes and Appeals	\$1,782,968
FY 2017 Principal and Interest Paid of Bonds	<u>\$969,717</u>
Net Property Taxes Less Debt Service Expense	\$813,251

Recommendation for Allocation of FY 2017 Property Taxes After Payment of Debt Service

FY 2017 Property Taxes After Payment of Debt Service	\$813,251
Use of Proceeds (Part 1)	
2015 TIF Bonds Outstanding as of 6/30/2017	
Fixed Rate Bonds due FY 2018-FY 2020	\$3,048,990
Variable Rate Bonds due FY 2020-FY 2025	<u>7,150,000</u>
	<u>\$10,198,990</u>
Less: FY 2017 Additional Proceeds)	<u>(\$700,000)</u>
2015 TIF Bonds Outstanding Following Defeasance	<u>\$9,498,990</u>
Use of Proceeds (Part 2)	
Loan Amount due to City from Previous Year's Transfers	\$2,447,702
Less: FY 2017 Additional Proceeds)	<u>(113,251)</u>
Loan Amount due to City Following Allocation of Taxes	<u>\$2,334,451)</u>

Next Steps for Allocation of FY 2017 Property Taxes

BOMA Approval of Resolution Authorizing Industrial Development Board to redeem early a portion of the 2015 Bonds

Administrative approval of Industrial Development Board

Notice Sent to Bank (BB&T) and Date of Defeasance Established

Minimal Transaction Costs for Bond Defeasance (Bond Counsel). No prepayment penalty.

No Further Board Action required to reduce Loan Amount due to City

Parkland Impact Fee Ordinance – Follow-up

Discussion Topics

- Purpose of a Parkland Impact Fee Ordinance
- Guidance Previously Provided by Aldermen
- Review the Parkland Obligation Formula
- Next Step...Additional Guidance to Proceed with Finalizing Revised Ordinance

Purpose of Parkland Impact Fee Ordinance

To ensure new development, upon completion, will incorporate its proportionate share of parkland and recreational type of public amenities and/or, provide the resources needed to maintain the existing level of parkland and recreational type of public amenities currently available to our citizens.

Guidance Previously Provided by Aldermen

- Land Value – per acre
 - ✓ *\$ 62,121 Outside the Floodplain*
 - ✓ *\$ 45,747 Inside the Floodplain*
- Portion of Fees-in-Lieu for Community Parks
 - ✓ *25% of Parkland Obligation (fees-in-lieu) shall be dedicated for the acquisition and improvement of Community Parks, city-wide.*
 - ✓ *Exception...when a developer dedicates land and improves a 5 acre Neighborhood Park, a 100% credit is allowed.*
- Portion of Fees-in-Lieu for Neighborhood Parks
 - ✓ *Shall be used to acquire land and improve Neighborhood Parks within the same quadrant where the development is located.*
- Incentive for Developers to Include Public and/or Private Parks and Multi-Use Trails into Development Plans
 - ✓ *Off-Set to Parkland Obligation.*

* Numbers in red reflect updated information

ILLUSTRATIVE EXHIBITS ORDINANCE 2016-25

PARKLAND IMPACT FEE AND PARKLAND DEDICATION IN LIEU OF PARKLAND IMPACT FEE FORMULAS (For Illustrative Purposes Only)

	2015	2017
City of Franklin Population	67,502	70,908
Total Acres of Non-Historic Parkland, On- and Off-Road Linear Parks (Trails)	378.66	
<u>Plus Private Pools (~47 Acres)</u>	<u>47.00</u>	
Total Acres of Non-Historic Parkland, On- and Off-Road Linear Parks (Trails) and <u>Private Pools (~47 Acres)</u>	425.66	

Level of Service (Population/Acres of Parks)

67,502 / 425.66 = 158.58 People per Acre of Parks
70,908/425.66 = 166.58 People per Acre of Parks

People per Dwelling Unit 2.4

Service Level (People-Acre/People-DU)

158.58 / 2.4 = 66.08 Dwelling Units per Acre
166.58 / 2.4 = 69.41

	Outside Floodplain	Inside Floodplain
Cost of 1 Acre of Land (2015)	\$ 52,548*	\$ 34,000*
Cost of 1 Acre of Land (2017)	\$ 62,121*	\$ 45,757*

*Used for illustrative Purposes Only

Cost for Park Land per DU (Cost/DUs)

\$ 52,548 / 66.08 DUs = **\$ 795 per Dwelling Unit**
\$ 34,000 / 66.08 DUs = **\$ 515 per Dwelling Unit**

\$ 62,121 / 69.41 DUs = \$ 895 per Dwelling Unit
\$ 45,757 / 69.41 DUs = \$ 659 per Dwelling Unit

5 Acre Neighborhood Park Development Cost

\$ 1,183,029

Number of Dwelling Units Served by a

5 Acre Neighborhood Park

(Dwelling Units per Acre x 5 Acres)

66.08 DUs x 5 Acres =

330.40 Dwelling Units

69.41 DUs x 5 Acres =

347.05 Dwelling Units

Cost to develop a 5 Acre Neighborhood Park per DU

(Neighborhood Park Development Cost / DUs)

\$1,183,029 / 330.40 DUs =

\$ 3,581 per Dwelling Unit

\$1,183,029 / 347.05 DUs =

\$ 3,409 per Dwelling Unit

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT - EXISTING

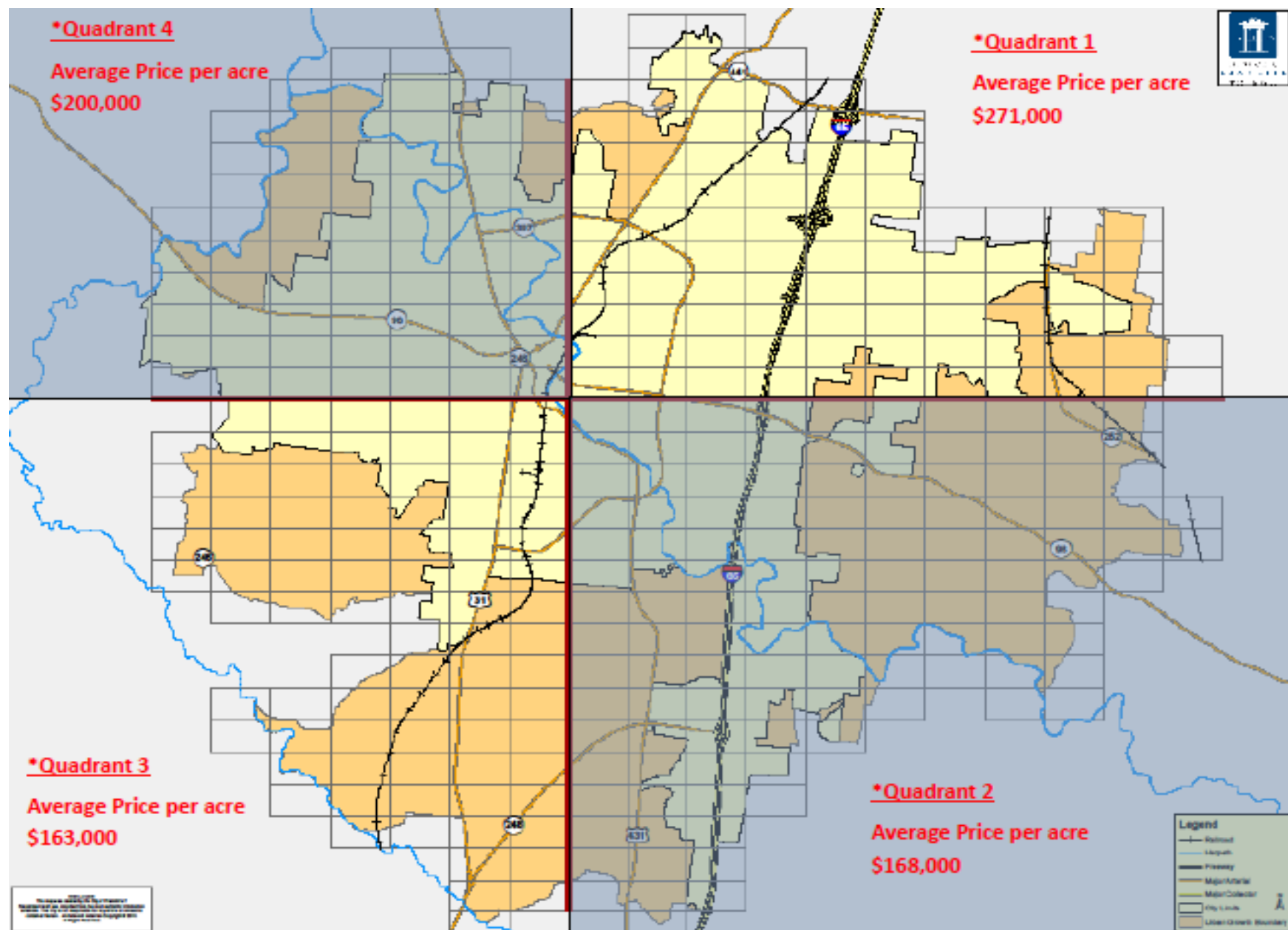
	<u>Land Outside of Floodplain</u>	<u>Land within Floodplain</u>
Parkland Dedication Portion	\$ 795 per Dwelling Unit	\$ 515 per Dwelling Unit
Park Development Portion	<u>\$ 3,581 per Dwelling Unit</u>	<u>\$ 3,581 per Dwelling Unit</u>
TOTAL PER DWELLING UNIT	\$ 4,376 per Dwelling Unit	\$ 4,096 per Dwelling Unit

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT - 2017

	<u>Land Outside of Floodplain</u>	<u>Land within Floodplain</u>
Parkland Dedication Portion	\$ 895 per Dwelling Unit	\$ 659 per Dwelling Unit
Park Development Portion	<u>\$ 3,409 per Dwelling Unit</u>	<u>\$ 3,409 per Dwelling Unit</u>
TOTAL PER DWELLING UNIT	\$ 4,304 per Dwelling Unit	\$ 4,068 per Dwelling Unit

EXAMPLE PARKLAND IMPACT FEE CALCULATION

Proposed Development:	10 Dwelling Units (DUs) Developer proposes to dedicate 0.25-acre of land, located outside of the floodplain, to construct a multi-use trail segment shown on the Comprehensive Parks Master Plan.
Total Parkland Impact Fee (PIF) Obligation:	\$ 43,020 <i>(10 DUs x \$4,302)</i>
Parkland < 5 acres requires 25% PIF payment:	- \$ 10,755 paid to citywide fund for Community Parks
Remaining 75% of PIF Eligible for Off-Sets:	\$ 32,265 <i>(Amount of PIF eligible to receive off-sets)</i>
Value of Parkland Dedication In Lieu of PIF Off-Set:	- \$ 15,500 <i>(0.25 acre x \$62,000)</i>
Value of Parkland Construction In Lieu of PIF Off-Set:	- \$ 10,000 <i>(Based on actual documented cost of proposed improvement)</i>
Remaining PIF Obligation to go to Quadrant:	\$ 6,767



City of Franklin Neighborhood Park**Opinion of Probable Construction Costs**

Generic Concept Plan for 5 Acre Park

April, 2015

BWSC BANKS
WILSON &
SCHWARTZ, INC.

Description	Qty.	Unit	Unit Price	Total
Site Preparation				
Clearing & Grubbing	2.5	AC	\$1,500.00	\$3,750.00
Earthwork - Excavation	6,050	CY	\$6.00	\$36,300.00
Erosion Control	1	AL	\$10,000.00	\$10,000.00
Subtotal Site Preparation				\$50,050.00
Pavement				
Standard Duty Asphalt - Entry Drive and 30 Space Parking Lot	1,528	SY	\$17.50	\$26,740.00
Aggregate	1,528	SY	\$10.50	\$16,044.00
Pavement Markings	1	AL	\$2,000.00	\$2,000.00
Concrete Extruded Curb	752	LF	\$8.00	\$6,016.00
Traffic/Parking Signage	1	LS	\$1,000.00	\$1,000.00
6" Concrete Sidewalks	400	SF	\$6.00	\$2,400.00
8" Concrete Sidewalks	6,800	SF	\$6.00	\$39,600.00
8" Asphalt Trail	1,066	SY	\$24.00	\$25,584.00
Subtotal Pavement				\$119,384.00
Water				
4" DIP Domestic Water Pipe	120	LF	\$25.00	\$3,000.00
Water Meter	1	EA	\$2,000.00	\$2,000.00
Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
Backflow Preventer	2	EA	\$4,000.00	\$8,000.00
Hot Box	1	AL	\$4,000.00	\$4,000.00
Subtotal Water				\$23,500.00
Sanitary Sewer				
6" PVC Sanitary Line	120	LF	\$35.00	\$4,200.00
4" Dia. Sanitary Manhole	1	EA	\$6,000.00	\$6,000.00
Cleanout	1	EA	\$50.00	\$50.00
Subtotal Sanitary Sewer				\$10,250.00
Storm Water				
18" RCP	200	LF	\$100.00	\$20,000.00
Catch Basins	2	EA	\$3,000.00	\$6,000.00
Headwalls	2	EA	\$2,800.00	\$5,600.00
Subtotal Storm Water				\$31,600.00
Site Lighting & Electrical				
Parking Lot Lights - Single Head	4	EA	\$5,950.00	\$23,800.00
Asphalt Walking Trail Lighting at 50' on center	24	EA	\$4,000.00	\$96,000.00
Area Lighting Single Head	4	EA	\$4,000.00	\$16,000.00
1" PVC Conduit	2,000	LF	\$15.50	\$31,000.00
Wire	8,000	LF	\$5.90	\$47,200.00
Site Electrical Distribution	1	LS	\$10,000.00	\$10,000.00
Subtotal Site Lighting & Electrical				\$224,000.00
Buildings/Structures				
30' x 40' Pavilion With Slab	1,200	SF	\$85.00	\$96,000.00
Restroom attached to Pavilion	300	SF	\$150.00	\$45,000.00
Subtotal Buildings/Structures				\$141,000.00
Site Amenities				
Playground With Rubberized Surface	1	LS	\$100,000.00	\$100,000.00
Playground Seating Shade Cover	1	AL	\$15,000.00	\$15,000.00
Basketball court	1	AL	\$40,000.00	\$40,000.00
Benches With Pad	6	EA	\$1,500.00	\$9,000.00
Trash Receptacles	3	EA	\$1,200.00	\$3,600.00
Drinking Fountain	1	EA	\$5,000.00	\$5,000.00
Picnic Tables, Grill, Trash receptacle	4	EA	\$4,000.00	\$16,000.00
Bike Rack	1	EA	\$1,500.00	\$1,500.00
Subtotal Site Amenities				\$196,100.00
Landscaping				
Canopy Trees	40	EA	\$400.00	\$16,000.00
Ornamental Trees	20	EA	\$250.00	\$5,000.00
Shrubs	170	EA	\$24.00	\$4,080.00
Groundcover	100	EA	\$10.00	\$1,000.00
Seed	3	AC	\$4,800.00	\$12,000.00
Irrigation	100,000	SF	\$0.50	\$50,000.00
Subtotal Miscellaneous				\$88,080.00
Miscellaneous				
Park Sign	1	AL	\$2,500.00	\$2,500.00
Subtotal Miscellaneous				\$2,500.00
			Subtotal	\$850,464.00
			Contractor General Conditions & Mobilization @ 8%	\$68,037.12
			Subtotal	\$918,501.12
			10% Contingency	\$137,775.17
			Subtotal	\$1,056,276.29
			Survey and Design	\$126,755.15
			Design and Construction Total	\$1,183,031.44

Legend

EA Each
LS Lump Sum
AL Allowance
SF Square feet
AC Acre

**CITY OF FRANKLIN
PARKLAND DEDICATION PROPERTY ANALYSIS
SUMMARY BY CLASS for IMPROVED or UNIMPROVED PARCELS**

	Analysis - FFO & I-65 Corridor Removed			2017 FLOODPLAIN (FFO & FWO) Analysis		
	CALC ACRES	Land Mkt Value	\$ per CALC ACRE	CALC ACRES	Land Mkt Value	\$ per CALC ACRE
INSIDE CITY LIMITS*						
RESIDENTIAL	8,481.21	\$2,086,844,881	\$246,055	966.88	\$165,862,300	\$272,519
without improvements	1,688.96	\$143,636,200	\$85,044	189.05	\$14,805,400	\$78,316
with improvements	6,792.25	\$1,943,208,681	\$286,092	777.83	\$151,056,900	\$194,203
FARM	6,495.44	\$312,355,000	\$48,088	3,780.51	\$159,459,900	\$84,231
without improvements	3,130.31	\$155,739,700	\$49,752	1,542.88	\$64,441,700	\$41,767
with improvements	3,365.13	\$156,615,300	\$46,541	2,237.63	\$95,018,200	\$42,464
APARTMENTS	544.76	\$159,908,100	\$293,541	166.16	\$44,785,700	\$269,538
with improvements	544.76	\$159,908,100	\$293,541	166.16	\$44,785,700	\$269,538
TOTAL - NON-COMMERCIAL PARCELS**	15,521.40	\$2,559,107,981	\$164,876	4,913.54	\$370,107,900	\$75,324
without improvements	4,819.27	\$299,375,900	\$62,121	1,731.93	\$79,247,100	\$45,757
with improvements	10,702.14	\$2,259,732,081	\$211,148	3,181.61	\$290,860,800	\$91,419
	Current Land Market Value per acre - \$52,548			Current Land Market Value per acre - \$34,000		

Property data is based on Williamson County Assessor 2016 Reappraisal.

*INSIDE CITY LIMITS - Does not include the UGB or parcels located in the I-65 Corridor.

**NON-COMMERCIAL PARCELS - Includes properties classified by Assessor as RESIDENTIAL (Residential, Homestead), FARM (Farm, agricultural, forest), and APARTMENT.

PARKLAND IMPACT FEE SUMMARY

Parkland Impact Fee <i>Based on the average cost of parkland per dwelling unit and the cost to develop a 5-acre neighborhood park per dwelling unit.</i> Cost of Parkland per Dwelling Unit: \$893 <u>Cost to Develop 5-acre park per Dwelling Unit: \$3,409</u> \$4,302	\$4,302 per Dwelling Unit
The Parkland Impact Fee may be satisfied by: 1. Paying the full amount of the Parkland Impact Fee, and/or 2. Dedicating parkland and/or constructing park improvements that can be used to off-set/reduce the total amount of Parkland Impact Fee. * * The actual value of the off-sets that may be granted can vary depending on the following factors: ○ the amount of parkland being dedicated/set-aside, and/or ○ whether the land/improvement is located inside or outside of the floodplain, and/or ○ whether the land/improvement is open to the public or is private. * The Parkland Impact Fee Ordinance establishes the methodology for determining the Parkland Impact Fee, and provides procedures and incentives for satisfying the Parkland Impact Fee obligation.	
Parkland Dedication In Lieu of Parkland Impact Fee <i>The value of off-sets that may be granted for parkland dedication are based on the amount of land being dedicated multiplied by the 2017 city-wide average price of land per acre.</i> Cost of 1 Acre of Land (Outside Floodplain) Cost of 1 Acre of Land (Inside Floodplain)	<u>(Acres of land dedicated)</u> x (Cost of 1 Acre Land*) \$62,000* \$46,000*
Construction of Public Park Improvements In Lieu of Parkland Impact Fee * <i>The value of the off-sets that may be granted for parkland construction are based on the documented cost to construct the proposed public park improvements.</i>	
Private Park and Recreation Amenities Improvements In Lieu of Parkland Impact Fee <i>Off-sets may be granted for the land that is set aside and for the construction of private park and recreation amenities. The actual value of the off-sets granted will vary depending on the following factors:</i> * <i>whether the land/improvement is located outside or inside the floodplain; and/or</i> * <i>whether the land/improvement is private or open to the public, and/or</i> * <i>whether the improvement is a project that is supported in the Comprehensive Parks Master Plan.</i>	
If the amount of parkland <u>is greater than or equal to 5 acres</u>	Eligible to receive off-sets on 100% of the total value of the Parkland Impact Fee
If the amount of parkland proposed <u>is less than 5 acres</u>	The developer pays 25% of the Parkland Impact Fee into the citywide fund for Community Parks. The developer is eligible to receive off-sets from the remaining 75% of the Parkland Impact Fee to be used to create or expand parks within the quadrant of the City where the development is located.

EXAMPLE PARKLAND IMPACT FEE CALCULATION

Proposed Development:

10 Dwelling Units (DUs)

Developer proposes to dedicate 0.25-acre of land, located outside of the floodplain, to construct a multi-use trail segment shown on the Comprehensive Parks Master Plan.

Total Parkland Impact Fee (PIF) Obligation:

\$ 43,020 (10 DUs x \$4,302)

Parkland < 5 acres requires 25% PIF payment:

- \$ 10,755 paid to citywide fund for Community Parks

Remaining 75% of PIF Eligible for Off-Sets:

\$ 32,265 (Amount of PIF eligible to receive off-sets)

Value of Parkland Dedication In Lieu of PIF Off-Set:

- **\$ 15,500** (0.25 acre x \$62,000)

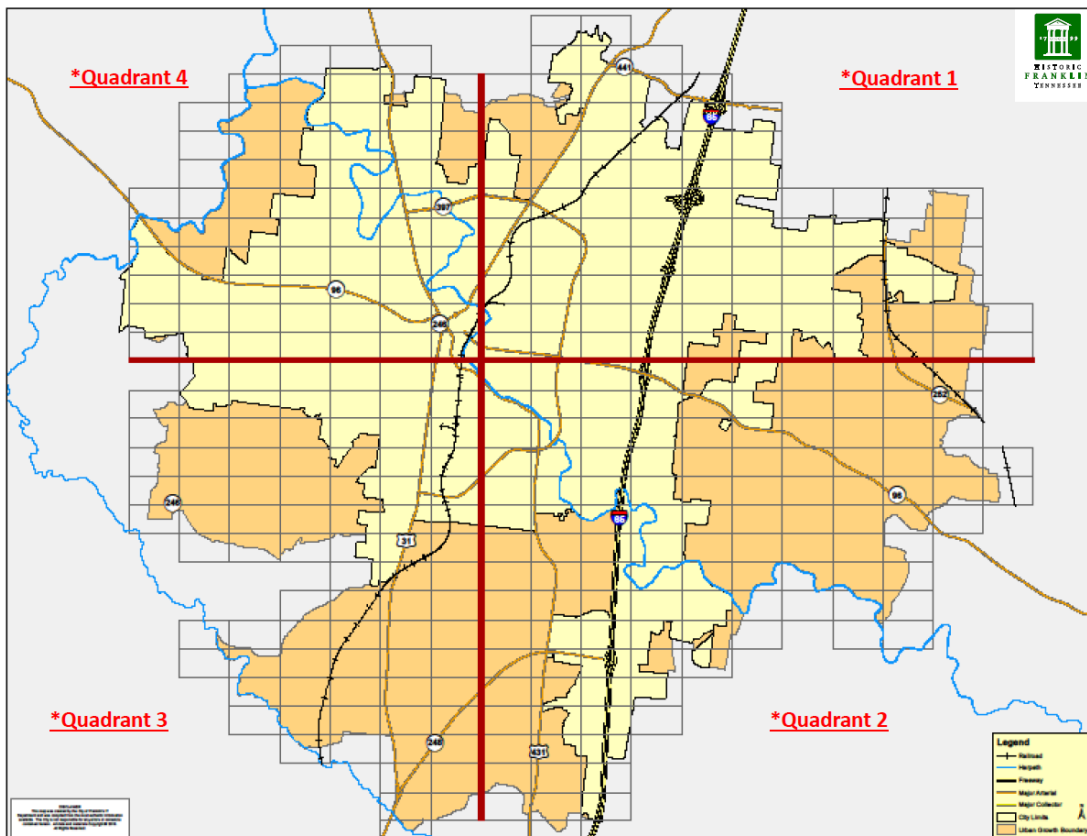
Value of Parkland Construction In Lieu of PIF Off-Set:

- **\$ 10,000** (Based on actual documented cost of proposed improvement)

Remaining PIF Obligation to go to Quadrant:

\$ 6,767

PARK QUADRANTS



* Numbers in red reflect updated information

ILLUSTRATIVE EXHIBITS
ORDINANCE 2016-25

PARKLAND IMPACT FEE AND PARKLAND DEDICATION IN LIEU OF PARKLAND IMPACT FEE FORMULAS
(For Illustrative Purposes Only)

	2015	2017
City of Franklin Population	67,502	70,908
Total Acres of Non-Historic Parkland, On- and Off-Road Linear Parks (Trails)	378.66	
Plus Private Pools (~47 Acres)	47.00	
Total Acres of Non-Historic Parkland, On- and Off-Road Linear Parks (Trails) and Private Pools (~47 Acres)	425.66	

	<u>Land Outside of Floodplain</u>	<u>Land Within Floodplain</u>
<i>Level of Service (Population/Acres of Parks)</i>		
67,502 / 425.66 =	158.58 People per Acre of Parks	
70,908/425.66 =	166.58 People per Acre of Parks	

People per Dwelling Unit	2.4
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Service Level (People-Acre/People-DU)

158.58 / 2.4 = 66.08 Dwelling Units per Acre
166.58 / 2.4 = 69.41

Cost of 1 Acre of Land (2015)	\$ 52,548*	\$ 34,000*
Cost of 1 Acre of Land (2017)	\$ 62,121*	\$ 45,757*

*Used for illustrative Purposes Only

Cost for Park Land per DU (Cost/DUs)
$$\text{\$ } 52,548 / 66.08 \text{ DUs} = \text{\$ } 795 \text{ per Dwelling Unit}$$
$$\text{\$ } 34,000 / 66.08 \text{ DUs} = \text{\$ } 515 \text{ per Dwelling Unit}$$

\$ 62,121 / 69.41 DUs = \$ 895 per Dwelling Unit

\$ 45,757 / 69.41 DUs = \$ 659 per Dwelling Unit

PARKLAND DEDICATION IN LIEU OF PARKLAND IMPACT FEE

5 Acre Neighborhood Park Development Cost	\$ 1,183,029
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Number of Dwelling Units Served by a

5 Acre Neighborhood Park

(Dwelling Units per Acre x 5 Acres)

66.08 DUs x 5 Acres = 330.40 Dwelling Units

69.41 DUs x 5 Acres = 347.05 Dwelling Units

Cost to develop a 5 Acre Neighborhood Park per DU

(Neighborhood Park Development Cost / DUs)

\$1,183,029 / 330.40 DUs =

\$ 3,581 per Dwelling Unit

\$1,183,029 / 347.05 DUs =

\$ 3,409 per Dwelling Unit

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT - EXISTING

	<u>Land Outside of Floodplain</u>	<u>Land within Floodplain</u>
Parkland Dedication Portion	\$ 795 per Dwelling Unit	\$ 515 per Dwelling Unit
Park Development Portion	<u>\$ 3,581 per Dwelling Unit</u>	<u>\$ 3,581 per Dwelling Unit</u>
TOTAL PER DWELLING UNIT	\$ 4,376 per Dwelling Unit	\$ 4,096 per Dwelling Unit

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT - 2017

	<u>Land Outside of Floodplain</u>	<u>Land within Floodplain</u>
Parkland Dedication Portion	\$ 895 per Dwelling Unit	\$ 659 per Dwelling Unit
Park Development Portion	<u>\$ 3,409 per Dwelling Unit</u>	<u>\$ 3,409 per Dwelling Unit</u>
TOTAL PER DWELLING UNIT	\$ 4,304 per Dwelling Unit	\$ 4,068 per Dwelling Unit

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0205**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **CDM SMITH, INC.** hereinafter referenced as Consultant, who mutually agree as follows:

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

Robinson Lake Dam – Conceptual Engineering Report

1. SCOPE OF SERVICES. Consultant shall provide engineering services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of NINTY SEVEN THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$97,100.00).

The Board of Mayor and aldermen Approved this Agreement on the _____ day of _____ 20____.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant

specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

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

be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the

State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of

- their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 TRAVEL; EXPENSES

City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

BY: _____
Consultant's Signature
TITLE: _____

BY: _____
Eric S. Stuckey
City Administrator

Date: _____

Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney

Memorandum

To: Paul Holzen, PE

*From: Dave Mason, PE
Zack Daniel, PE*

Date: August 15, 2017

*Subject: Scope of Work for Robinson Lake Dam – Conceptual Engineering Report (CER)
Franklin, Tennessee*

The purpose of this memorandum is to provide a scope of work and cost proposal for performing investigations and analyses and preparing a Conceptual Engineering Report (CER) for rehabilitation measures for Robinson Lake Dam in Franklin, Tennessee.

Background

The existing dam for Robinson Lake is an earth embankment dam with a concrete spillway in the right abutment area discharging to the Harpeth River. The dam has a structural height of 22.5 feet and hydraulic height of 19 feet, with a storage capacity of 91 acre-feet at normal pool and 136 acre-feet at maximum pool.

CDM Smith was recently engaged by the City of Franklin to perform a preliminary assessment of Robinson Lake Dam prior to the City's acquiring the property on which the dam and lake are located. The purpose of the assessment was to identify potential dam safety deficiencies and provide recommendations for future actions. As a follow-up to that initial assessment, the City has requested that CDM Smith perform a conceptual design evaluation to identify potential deficiencies, provide a proposed alternative for rehabilitation (as needed), and provide an refined opinion of probable construction cost (OPCC).

Scope of Services

Task 1.0 Project Kickoff Meeting

CDM Smith will conduct a project kickoff meeting within one week from receipt of a written authorization from the City. This meeting will ensure that all parties understand the scope, schedule, budget, and individual responsibilities for project completion. City staff and key CDM Smith team members will attend this project meeting at the City's office. Other appropriate CDM Smith team members will attend via conference call.

CDM Smith will prepare and distribute a summary of meeting minutes to document items discussed with the parties in attendance.

Paul Holzen, PE
August 15, 2017
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Task 2.0 Data Collection

CDM Smith will review existing information that may include:

- Recent and historical aerial photography of the study area.
- Topographic/survey information provided by others, include field survey and bathymetric survey
- GIS data of the Robinson drainage basin and surrounding area.

This scope of work assumes that Barge Waggoner Sumner and Cannon (BWSC) have completed a field survey sufficient to support this project. CDM Smith will review and incorporate this survey into the work products and deliverables. If the survey provided by BWSC is not sufficient to support the evaluation and conceptual design, CDM Smith will use the City's LiDAR data to generate 1-foot contours for use during the conceptual design. Additional field survey may be required for future phases of the work to refine the design.

CDM Smith will also engage a local geotechnical drilling and geophysical firm to perform field explorations in the dam and downstream areas to investigate subsurface conditions and identify potential karst features. The geotechnical exploration will consist of up to four standard penetration test (SPT) borings: two through the crest of the dam and into the foundation soils and two at the toe of the dam section. Up to two of the borings will be completed as piezometers to monitor water levels through the existing dam. Geophysical studies will be performed along the dam and downstream area. Up to four transect locations are anticipated, one along the dam crest, two perpendicular to the dam crest extending into the downstream areas, and one parallel to the spillway channel. CDM Smith's level of effort for this task includes field oversight by a qualified geotechnical engineer to direct the work and verify that appropriate methods are used. This oversight is typical for CDM Smith projects where dam safety investigations are performed.

Geotechnical laboratory tests will be performed on selected samples from the borings. The tests will include grain size tests, moisture content, Atterberg limits, and triaxial tests.

Task 3.0 TDEC Dam Safety Coordination

CDM Smith will coordinate with TDEC Dam Safety staff to review the project and confirm regulatory requirements. We will also confirm dam break study requirements for determination of dam hazard classification. CDM Smith will prepare a summary of conversations with TDEC Dam Safety to document their direction on this project.

Task 4.0 Studies & Analyses

Task 4.1 Dam Break Study

CDM Smith will perform an analysis to develop a Simplified Inundation Map (SIM) for the identification of potential downstream impacts. The inundation maps will be utilized to confirm/recommend dam hazard classification, which will determine the required spillway design flood. Hazard classification will be confirmed with Dam Safety prior to proceeding with design alternatives for additional spillway capacity (if required). SIMS are developed for guidance only

Paul Holzen, PE
August 15, 2017
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and are not meant to displace any state or federal regulatory requirement or the need for detailed inundation mapping for assessment of downstream hazard potential. Additional analysis may be required for future phases of this project.

Task 4.2 Hydrologic and Hydraulic Model Development & Analysis

CDM Smith will develop hydrologic and hydraulic (H/H) models for the Robinson Lake drainage area, dam, spillway, and downstream areas.

CDM Smith will delineate the approximate drainage basin boundary by using available data collected as part of Task 2.0 (topographic data and prior survey information). The hydrologic model will consist of basin-specific data including soils and overland flow path characteristics.

CDM Smith will develop a hydraulic model of the Robinson Lake Dam, including the dam, spillways, and downstream areas. CDM Smith will utilize the model to confirm the existing spillway capacity and to develop one proposed spillway configuration to meet the relevant dam safety spillway requirement.

Task 4.3 Geotechnical Analyses

CDM Smith will perform preliminary geotechnical design analyses for the current dam structure and the proposed rehabilitation design. The analyses will include slope stability, seepage, and karst potential.

Task 4.4 Progress Meeting No. 1

A progress meeting will be conducted near the end of Task 4.2 to present the findings for Tasks 2.0 and 3.0 and to discuss the plan for conceptual design in Task 5.0. Based on the discussions during this meeting, CDM Smith will develop one proposed conceptual design to address identified dam safety deficiencies. This proposed design will serve as the basis for the cost evaluation performed. City staff and the CDM Smith project manager will attend this progress meeting which will be held at the City's office. A CDM Smith geotechnical representative will attend via conference call.

CDM Smith will prepare and distribute a summary of meeting minutes to document items discussed with all parties in attendance.

Task 5.0 Conceptual Design

Task 5.1 Conceptual Design Development and Evaluation

CDM Smith will develop one conceptual design and will provide a plan view, cross-section view, and one detail sheet for this concept.

Task 5.2 Conceptual Design Deliverable

CDM Smith will prepare a Conceptual Engineering Report (CER) as a 10-percent design package summarizing the rehabilitation measures. The report will summarize the data collection completed, provide the updated modeling and analyses completed under Task 2.0, and will include 11x17" conceptual design figures.

Paul Holzen, PE
August 15, 2017
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The report will generally be presented as follows:

- Summary of data collection
- Hydrologic/hydraulic and geotechnical analyses.
- Summary of Conceptual Design.
- Summary of Permitting Requirements.
- Opinion of probable construction cost (OPCC).
- Conceptual Design Figures.

Three hard copies and one digital copy of the CER will be provided to the City for review. Comments will be incorporated and three hard copies and one digital copy of the final CER will be provided to the City.

Task 5.3 Progress Meeting No. 2

Progress Meeting No. 2 will be held after the City has reviewed the conceptual design and provided written comments to CDM Smith. Based on the discussions during this meeting, CDM Smith will provide written responses to the City's comments and provide a final CER.

CDM Smith will prepare and distribute a summary of meeting minutes to document items discussed with all parties in attendance.

Final design, permitting, bidding, or construction services are not included in this scope of work.

Schedule

CDM Smith will begin work on this project within one week from receipt of a written authorization from the City. Due to the time-sensitive nature of this work, this authorization may simply be an email from staff asking us to proceed. It is anticipated that the hydrologic/hydraulic modeling and geotechnical studies will be completed within 45 calendar days of receipt of topographic and land survey information. The conceptual design deliverables will be completed within 45 days of the first progress meeting with the City.

Compensation

CDM Smith will perform Tasks 1.0 through 5.0, billed hourly, for a not-to-exceed upper limit of \$97,100, which includes CDM Smith labor, outside professionals (including 5% markup for administration), and other direct costs (see attached budget sheet). Invoices will be submitted to the City monthly based on hours completed and charges incurred within the billing period. A project status report will accompany each invoice.

City of Franklin, Tennessee
Lake Robinson Dam Conceptual Design Study
August 2017

COF 2017-0205
Attachment A
PG 5 of 5

Task	Description	Task Hours	Labor Cost	Other Direct Costs	Total Cost
1	Project Kick-off Meeting	16	\$ 2,900	\$ 1,000	\$ 3,900
2	Data Collection	71	\$ 9,100	\$ 23,300	\$ 32,400
	Review of Available Information	15	\$ 2,400.00	\$ -	\$ 2,400
	Geotechnical Investigations	56	\$ 6,700.00	\$ 23,300	\$ 30,000
3	TDEC Dam Safety Coordination	18	\$ 3,100	\$ -	\$ 3,100
4	Studies & Analyses	138	\$ 19,100	\$ -	\$ 19,100
	Dam Break Study	17	\$ 2,400.00	\$ -	\$ 2,400
	Hydrologic and Hydraulic Modeling & Analyses	46	\$ 5,700.00	\$ -	\$ 5,700
	Geotechnical Analyses	64	\$ 8,800.00	\$ -	\$ 8,800
	Progress Meeting No. 1	11	\$ 2,200.00	\$ -	\$ 2,200
5	Conceptual Design	254	\$ 37,600	\$ 1,000	\$ 38,600
	Conceptual Design Development and Evaluation	84	\$ 12,700.00	\$ -	\$ 12,700
	Conceptual Design Deliverable	110	\$ 15,100.00	\$ -	\$ 15,100
	Opinion of Probable Construction Cost	46	\$ 6,900.00	\$ -	\$ 6,900
	Progress Meeting No. 2	14	\$ 2,900.00	\$ 1,000	\$ 3,900
TOTAL CONTRACT SERVICES =		497	\$ 71,800	\$ 25,300	\$ 97,100

**AMENDMENT NO. 1 TO
CAROTHERS PARKWAY AND MERIDIAN BOULEVARD/GILLESPIE DRIVE INTERSECTION
IMPROVEMENTS AGREEMENT
COF Contract No. 2015-0172**

THIS AMENDMENT is made by and between the **City of Franklin, Tennessee** ("City") and **MERIDIAN COOL SPRINGS OWNER'S ASSOCIATION, INC.** ("Property Owner"), entered into on this ____ day of _____, 2017.

WHEREAS, the City and Property Owner entered into an agreement on October 13, 2016, to make intersection improvements at the intersection of Meridian Blvd and Carothers Parkway; and

WHEREAS, the City's estimated cost for design, permitting, construction management, and installation/construction for the improvements on Meridian Blvd, Carothers Parkway, and signal modifications associated with the project was \$221,000.00; and

WHEREAS, during final paving operation, the City requested additional milling and resurfacing at the intersection and on Gillespie Drive as part of the project; and

WHEREAS, the property owner has submitted reliable cost documentation associated with the project and the final cost was \$672,263.38; and

WHEREAS, the City's final project cost is \$331,483.50 (\$185,632.17 for intersection improvements and \$145,851.33 for additional milling /resurfacing); and

WHEREAS, funding for the project was to be paid out of the FY 2017 TOC Capital Budget and the FY 2017 Street Departments resurfacing budget; and

WHEREAS, the project was completed by the Property Owner and accepted by the City.

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The City agrees to reimburse the Property Owner \$331,483.50 for the Project based on submitted cost documentation.
3. There shall be no additional reimbursements to Property Owner associated with this project.
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 October 13, 2016, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Property Owner

Meridian Cool Springs Owner's Association, Inc

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public of said County and State, personally appeared _____, with who I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be _____ (or other officer authorized to execute the instrument) of Boyle Investment Company the within named bargainer, a limited liability company, and that he as such _____ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the company by himself as _____.

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

Notary Public

My Commission Expires: _____

CITY OF FRANKLIN, TENNESSEE

ATTEST:

By: _____
DR. KEN MOORE
Mayor

By: _____
ERIC S. STUCKY
City Administrator

Date: _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

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

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

Notary Public
My Commission Expires: _____

Approved as to form:

Kristen L. Corn, Assistant City Attorney

**SANITARY SEWER REIMBURSEMENT AGREEMENT
COF CONTRACT NO. 2017-0132**

This agreement is entered into between THE CITY OF FRANKLIN, TENNESSEE (“City”) and **Clayton Properties Group, Inc., a Tennessee Corporation**, (“Developer”), on this the _____ day of _____, 201____, pursuant to Title 18, Chapter 2 of the Franklin Municipal Code (“FMC”).

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Shadow Green PUD Subdivision Development Plan (COF Project # 6389) and Shadow Green PUD Subdivision Rezoning Request (COF Project #6388); and

WHEREAS, the property is currently zoned LI and the Developer is proposing to change the zoning to SD-R (5.0); and

WHEREAS, the Developer’s rezoning request (Shadow Green Subdivision PUD) and the rezoning requests previously approved (Through the Green PUD Subdivision), as shown in Attachment A, require the City to increase the capacity of the existing sanitary sewer infrastructure to provide the minimum capacity required; and

WHEREAS, the City has required the Developer to complete the off-site sanitary sewer improvements, prior to the issuance of building permits, to ensure that the off-site sanitary sewer collection system has the minimum required capacity; and

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Developer and the City have jointly prepared a reliable estimate, as shown in Attachment A, related to the costs of the off-site sanitary sewer improvements and/or works.
3. The total estimated cost of engineering/design, permitting, right-of-way and construction of the above off-site sanitary sewer improvements is **Nine Hundred Fifty Thousand Ninety-Two and 43/100 Dollars (\$950,092.43)** for the offsite sanitary sewer improvements as shown in Attachment A. The following costs are specifically excluded: fiscal costs, including interest of money borrowed to finance the construction, bond costs and internal management fees.
4. The City and Developer agree to pay their proportionate shares of the costs associated with the off-site sanitary sewer improvements as conceptually shown in Attachment A. The proportionate shares of the costs associated with the off-site sanitary sewer improvements shall be:

	Proportionate Share
Developer	37% Total Project Cost
City of Franklin, TN	63% Total Project Cost

5. The City agrees to reimburse the Developer for the City's proportionate share of the final cost associated with the off-site sanitary sewer improvements. The Developer may submit periodic invoices to the City during the course of construction (not more frequently than every ninety (90) days), which invoices shall be payable within thirty (30) days after approval by the City Engineer. Invoices shall include copies of contracts and invoices associated with the off-site sanitary sewer improvements and copies of checks to show proof of payment.
6. Within 60 days of completion and acceptance of the off-site sanitary sewer improvements, the Developer and the City shall settle on a final billing. The Developer will provide reasonable documentation for all such cost and provide notarized releases of liens.
7. The City and Developer agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
8. The City shall have no liability except as specifically provided in this Agreement.
9. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
10. Entire Agreement. This Agreement together with its attachment(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.

Approved by the Franklin Board of Mayor and Aldermen on _____, 201__.

WITNESS our hands on the dates as indicated.

DEVELOPER:

**Clayton Properties Group, Inc., a
Tennessee Corporation**

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

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

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

Notary Public
My Commission Expires: _____

CITY OF FRANKLIN, TENNESSEE:

By: _____
DR. KEN MOORE
Mayor

Date: _____

ATTEST:

By: _____
ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

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

Notary Public
My Commission Expires: _____

Approved as to form by:

Kristen L. Corn, Assistant City Attorney

Estimated Construction Cost

Shadow Green Sewer Relocation

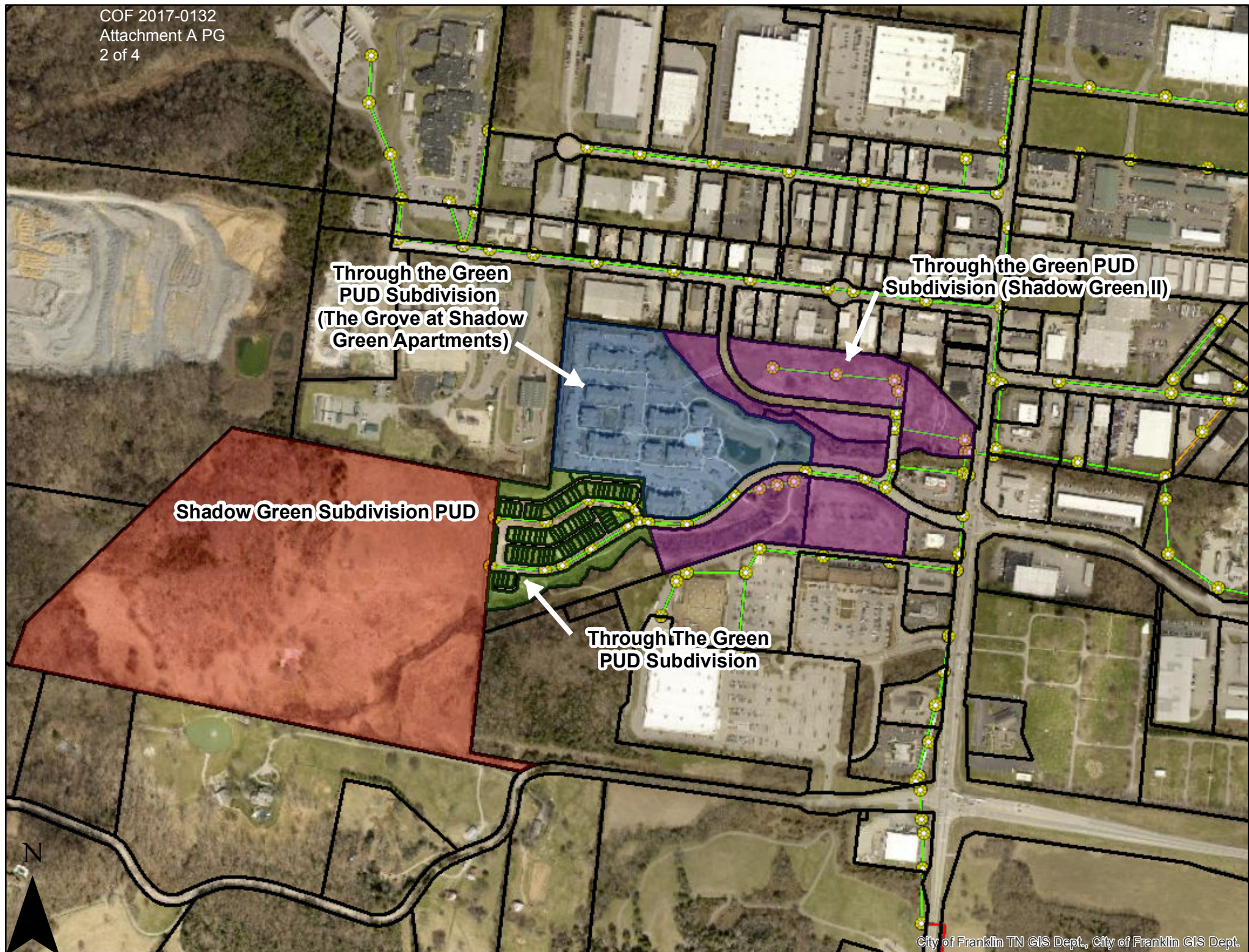
Update Completed: 04/06/2017

Item #	Item Name	QTY.	UNIT	Unit Price	Total Price
General					
1	TEMPORARY FACILITIES AND CONTROLS (MOBILIZATION)	1	LS	\$50,000.00	\$50,000.00
2	SEEDING WITH MULCH	1203	LF	\$2.00	\$2,406.00
3	Erosion & Sediment Control	1	LS	\$40,000.00	\$40,000.00
4	Additional Crushed Stone Refill - No. 67 stone, where directed by the Owner or Engineer	75	CY	\$40.00	\$3,000.00
5	Utility Relocation Contingency	1	LS	\$75,000.00	\$75,000.00
6	Contingency	1	LS	\$50,000.00	\$50,000.00
Sanitary Sewer					
7	8-inch PVC SDR 26	318	LF	\$115.00	\$36,570.00
8	Bore & Jack Steel Casing W/ 8-inch PVC SDR 26	120	LF	\$115.00	\$13,800.00
9	10-inch PVC SDR 26	117	LF	\$135.00	\$15,795.00
10	Bore & Jack Steel Casing W/ 10-inch PVC SDR 26	120	LF	\$1,000.00	\$120,000.00
11	10-inch PVC SDR 26 - Stream Crossing	30	LF	\$1,200.00	\$36,000.00
12	15-inch PVC SDR 26	738	LF	\$155.00	\$114,390.00
13	4' diameter Precast Manhole, 0-6' depth	10	EA	\$5,000.00	\$50,000.00
14	4' diameter precast manhole sidewall, greater than 6' depth	50	VF	\$300.00	\$15,000.00
15	6" PVC SDR 26 Gravity Sewer Service Line (*See note 2)	8	EA	\$2,088.00	\$16,704.00
16	Manhole Vent Assembly	1	EA	\$3,500.00	\$3,500.00
17	Watertight Manhole Casting	3	EA	\$1,000.00	\$3,000.00
18	Connect to existing manhole	4	EA	\$4,000.00	\$16,000.00
19	CCTV Inspection of New Gravity Sewer	1443	LF	\$3.00	\$4,329.00
20	Flowable fill existing sewer main	1	LS	\$30,000.00	\$30,000.00
21	Concrete Sidewalk (4")	905	SF	\$8.00	\$7,240.00
22	Mineral Aggregate, Type A Base, Grading D (TDOT Item 303-01)	417.2026	TONS	\$25.90	\$10,805.55
23	ACS (PG70-22) Grading D (TDOT Item 411-02.10)	49.01617	TON	\$112.00	\$5,489.81
24	Asphalt Concrete Mix (PG70-22) (BPMB-HM) Grading B-M2 (TDOT Item 307-02.08)	177.2597	TON	\$120.00	\$21,271.17
25	Concrete Curb and Gutter (TDOT Item 702-03)	2.6397	CY	\$300.00	\$791.91
TOTAL BID AMOUNT					\$741,092.43

Total Estimated Project Cost

Engineering and Survey Cost	\$75,000.00
Permitting Fees	\$4,000.00
Easement Cost	\$75,000.00
Construction Cost	\$741,092.43
Construction Management Cost	\$55,000.00
Total Estimated Project Cost	\$950,092.43

	1 Bed	2 Bed	3 Bed	Total	% Cost	% Cost
Through the Green PUD Subdivision (Shadow Green II)	132	96	0	228	34%	\$321,396.25
Through the Green PUD Subdivision (The Grove at Shadow Green Apartments)	80	84	32	196	29%	\$276,288.01
Through the Green PUD Subdivision	0	0	68	68	10%	\$95,855.02
Shadow Green Subdivision PUD	60	100	22	182	27%	\$256,553.15
Total	272	280	122	674	100%	\$950,092.43

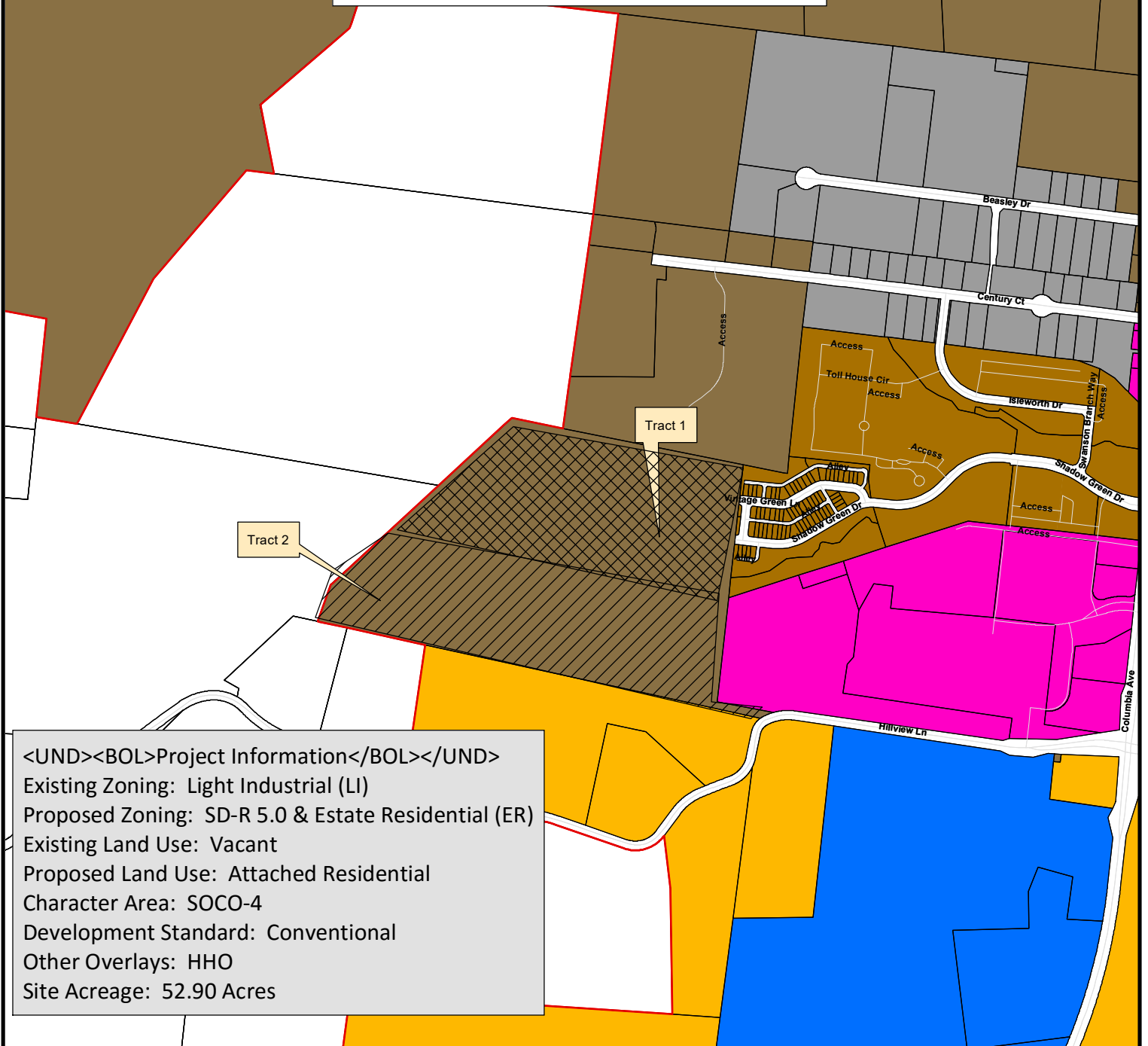




— Existing Sanitary Sewer Over Capacity Based on Proposed Land Use Amendment



ORDINANCE 2017-13
SHADOW GREEN REZONING
FRANKLIN MUNICIPAL PLANNING COMMISSION
4/27/17



<UND><BOL>Project Information</BOL></UND>
Existing Zoning: Light Industrial (LI)
Proposed Zoning: SD-R 5.0 & Estate Residential (ER)
Existing Land Use: Vacant
Proposed Land Use: Attached Residential
Character Area: SOCO-4
Development Standard: Conventional
Other Overlays: HHO
Site Acreage: 52.90 Acres

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



0 500 1,000 2,000
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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ORDINANCE 2017-13

TO BE ENTITLED: “AN ORDINANCE TO REZONE 36.71 ACRES FROM LIGHT INDUSTRIAL (LI) DISTRICT TO SPECIFIC DEVELOPMENT-RESIDENTIAL (SD-R 5.0) DISTRICT & 15.84 ACRES FROM LIGHT INDUSTRIAL (LI) DISTRICT TO ESTATE RESIDENTIAL (ER) DISTRICT FOR THE SHADOW GREEN PUD SUBDIVISION, FOR THE PROPERTY LOCATED AT 1152 HILLVIEW LANE.”

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

WHEREAS, the SD-R 5.0 & Estate Residential 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 2017-20, 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 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 Rezoning, as amended, is as follows:

PREMISES CONSIDERED	
Map-Parcel	Acres
090-2800	
Tract 1	36.71
Tract 2	15.83
Total	52.90

Tract 1

BEING A TRACT OF LAND LYING IN THE 9TH CIVIL DISTRICT, CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE AND BEING GENERALLY BOUNDED ON THE NORTH BY THE CITY OF FRANKLIN, TENNESSEE PROPERTY OF RECORD IN DEED BOOK 2123, PAGE 124, REGISTER’S OFFICE OF WILLIAMSON COUNTY, TENNESSEE (R.O.W.C.T), THE SAME BEING A PORTION OF LOT 2 OF PLAN ENTITLED “REVISION 3, RESUBDIVISION OF LOTS 2 AND 4, METRO READY MIX”, OF RECORD IN PLAT BOOK P35, PAGE 93, R.O.W.C.T.; ON THE EAST BY PLAN ENTITLED “THROUGH THE GREEN PUD SUBDIVISION, SECTION 2, LOTS 9-51” OF RECORD IN PLAT BOOK P58, PAGE 70, R.O.W.C.T. AND PLAN ENTITLED “PARKWAY COMMONS” OF RECORD IN PLAT BOOK P37, PAGE 39, R.O.W.C.T.; ON THE SOUTH BY THE REMAINING BARBARA HOLT, EXECUTOR PROPERTY OF RECORD IN DEED BOOK 4820, PAGE 813, R.O.W.C.T.; ON THE WEST BY THE EMILY MAGID PROPERTY OF RECORD IN DEED BOOK 1465, PAGE 61 (TRACT 1), R.O.W.C.T. AND VULCAN LANDS, INC. PROPERTY OF RECORD IN DEED BOOK 1945, PAGE 143, R.O.W.C.T. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON AN IRON PIN (SET) IN THE SOUTHERLY LINE OF THE CITY OF FRANKLIN, TENNESSEE PROPERTY, THE SAME BEING A PORTION OF LOT 2 OF PLAN ENTITLED

“REVISION 3, RESUBDIVISION OF LOTS 2 AND 4, METRO READY MIX”, THE NORTHWEST CORNER OF THE PLAN ENTITLED “THROUGH THE GREEN PUD SUBDIVISION, SECTION 2, LOTS 9-51” AND BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT OF LAND; THENCE, LEAVING SAID SOUTHERLY LINE OF THE CITY OF FRANKLIN, TENNESSEE PROPERTY, THE SAME BEING A PORTION OF LOT 2 OF PLAN ENTITLED “REVISION 3, RESUBDIVISION OF LOTS 2 AND 4, METRO READY MIX” WITH THE WESTERLY LINE OF THE PLAN ENTITLED “THROUGH THE GREEN PUD SUBDIVISION, SECTION 2, LOTS 9-51” SOUTH 05 DEGREES 54 MINUTES 35 SECONDS WEST, 710.34 FEET TO AN IRON PIN (SET) AT THE NORTHWEST CORNER OF THE PLAN ENTITLED “PARKWAY COMMONS”;

THENCE, WITH THE WESTERLY LINE OF SAID PLAN ENTITLED “PARKWAY COMMONS”; SOUTH 06 DEGREES 24 MINUTES 03 SECONDS WEST, 400.10 FEET TO THE APPROXIMATE SOUTHERLY RIGHT-OF-WAY OF MACK HATCHER BY-PASS (ROADWAY UNDER DESIGN AT THIS TIME);

THENCE, WITH A NEW LINE THROUGH THE BARBARA HOLT PROPERTY AND BEING THE APPROXIMATE SOUTHERLY RIGHT-OF-WAY OF MACK HATCHER BY-PASS (ROADWAY UNDER DESIGN AT THIS TIME) THE FOLLOWING THREE CALLS:

1. NORTH 71 DEGREES 18 MINUTES 55 SECONDS WEST, 1256.52 FEET;
2. ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 570.38 FEET, A RADIUS OF 3100.00 FEET, A DELTA OF 10 DEGREES, 32 MINUTES 31 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 66 DEGREES 02 MINUTES 39 SECONDS WEST, 569.58 FEET;
3. NORTH 60 DEGREES 46 MINUTES 23 SECONDS WEST, 123.63 FEET TO THE EASTERLY LINE OF THE EMILY MAGID PROPERTY (TRACT 1);

THENCE, WITH THE EASTERLY LINE OF MAGID THE FOLLOWING THREE BEARINGS AND DISTANCES:

1. NORTH 49 DEGREES 32 MINUTES 17 SECONDS EAST, 157.42 FEET TO AN IRON PIN (SET);
2. NORTH 47 DEGREES 23 MINUTES 27 SECONDS EAST, 258.78 FEET TO AN IRON PIN (SET);
3. NORTH 40 DEGREES 45 MINUTES 29 SECONDS EAST, 139.25 FEET TO A 5/8” IRON PIN (SET) WITH CAP STAMPED “IDE ASSOCIATES” AT THE SOUTHEAST CORNER OF VULCAN LANDS, INC.;

THENCE, WITH THE EASTERLY AND SOUTHERLY LINES OF VULCAN LANDS, INC. THE FOLLOWING TWO BEARINGS AND DISTANCES:

1. NORTH 42 DEGREES 08 MINUTES 38 SECONDS EAST, 383.61 FEET TO A 5/8” IRON PIN (SET) WITH CAP STAMPED “IDE ASSOCIATES”;
2. SOUTH 78 DEGREES 27 MINUTES 56 SECONDS EAST, 327.63 FEET TO AN 1” IRON PIPE (SET) AT THE SOUTHWESTERLY CORNER OF SAID CITY OF FRANKLIN, TENNESSEE PROPERTY, THE SAME BEING A PORTION OF LOT 2 OF PLAN ENTITLED “REVISION 3, RESUBDIVISION OF LOTS 2 AND 4, METRO READY MIX”;

THENCE, WITH THE SOUTHERLY LINE OF SAID PROPERTY THE FOLLOWING THREE BEARINGS AND DISTANCES:

1. SOUTH 78 DEGREES 31 MINUTES 44 SECONDS EAST, 463.68 FEET TO A 30" HACKBERRY;
2. SOUTH 78 DEGREES 44 MINUTES 34 SECONDS EAST, 133.84 FEET AN 1" IRON PIPE (SET);
3. SOUTH 78 DEGREES 48 MINUTES 58 SECONDS EAST, 378.40 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 1,599,067 SQUARE FEET, OR 36.71 ACRES, MORE OR LESS.

Tract 2

BEING A TRACT OF LAND LYING IN THE 9TH CIVIL DISTRICT, CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE AND BEING GENERALLY BOUNDED ON THE NORTH BY THE REMAINING BARBARA HOLT, EXECUTOR PROPERTY OF RECORD IN DEED BOOK 4820, PAGE 813 REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE (R.O.W.C.T.); ON THE EAST PLAN ENTITLED "PARKWAY COMMONS" OF RECORD IN PLAT BOOK P37, PAGE 39 R.O.W.C.T.; ON THE SOUTH BY THE JAMES EWEL ADKINS AND CHANDRA KAY ADKINS AS CO-TRUSTEES OF THE ADKINS LIVING TRUST PROPERTY OF RECORD IN DEED BOOK 5651, PAGE 908, R.O.W.C.T., THE JAMES J. CUNNINGHAM PROPERTY OF RECORD IN DEED BOOK 1128, PAGE 709, R.O.W.C.T. AND THE JAMIE K. DURARD CARR PROPERTY OF RECORD IN DEED BOOK 460, PAGE 824, R.O.W.C.T.; ON THE WEST BY THE EMILY MAGID PROPERTY OF RECORD IN DEED BOOK 1465, PAGE 61 (TRACT 1), R.O.W.C.T. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON A AN IRON PIN (SET) AT THE SOUTHEAST CORNER OF THE PLAN ENTITLED "PARKWAY COMMONS" AND AT A NORTHWEST CORNER OF THE JAMES EWEL ADKINS AND CHANDRA KAY ADKINS AS CO-TRUSTEES OF THE ADKINS LIVING TRUST PROPERTY; THENCE, WITH THE NORTHERLY AND WESTERLY LINES OF ADKINS THE FOLLOWING TEN BEARINGS AND DISTANCES:

1. SOUTH 06 DEGREES 24 MINUTES 03 SECONDS WEST, 20.14 FEET TO AN IRON PIN FOUND;
2. NORTH 77 DEGREES 57 MINUTES 45 SECONDS WEST, 155.36 FEET;
3. NORTH 79 DEGREES 48 MINUTES 34 SECONDS WEST, 65.47 FEET;
4. NORTH 77 DEGREES 35 MINUTES 06 SECONDS WEST, 96.48 FEET;
5. NORTH 80 DEGREES 04 MINUTES 26 SECONDS WEST, 48.29 FEET;
6. NORTH 78 DEGREES 13 MINUTES 18 SECONDS WEST, 106.35 FEET;
7. NORTH 77 DEGREES 22 MINUTES 04 SECONDS WEST, 225.46 FEET;
8. NORTH 78 DEGREES 30 MINUTES 33 SECONDS WEST, 167.02 FEET;

9. NORTH 77 DEGREES 29 MINUTES 33 SECONDS WEST, 311.97 FEET TO AN IRON PIN (SET);

10. NORTH 78 DEGREES 07 MINUTES 13 SECONDS WEST, 409.41 FEET TO AN IRON STAKE (FOUND) AT THE NORTHEAST CORNER OF SAID CUNNINGHAM PROPERTY;

THENCE, WITH THE NORTHERLY LINE OF CUNNINGHAM THE FOLLOWING THREE BEARINGS AND DISTANCES:

1. NORTH 79 DEGREES 13 MINUTES 56 SECONDS WEST, 260.22 FEET TO A T-POST (FOUND);

2. SOUTH 83 DEGREES 52 MINUTES 29 SECONDS WEST, 55.43 FEET TO AN IRON PIN (SET);

3. NORTH 78 DEGREES 09 MINUTES 38 SECONDS WEST, 127.52 FEET TO A T-POST (FOUND) AT THE NORTHEAST CORNER OF SAID DURARD PROPERTY;

THENCE, WITH THE NORTHERLY LINE OF DURARD, NORTH 78 DEGREES 04 MINUTES 25 SECONDS WEST, 166.53 FEET TO AN IRON PIN (SET) IN THE SOUTHERLY LINE OF SAID MAGID PROPERTY;

THENCE, WITH THE EASTERLY LINE OF MAGID THE FOLLOWING THREE BEARINGS AND DISTANCES:

1. NORTH 19 DEGREES 36 MINUTES 39 SECONDS EAST, 235.25 FEET TO A WOOD FENCE POST;

2. NORTH 50 DEGREES 19 MINUTES 04 SECONDS EAST, 219.23 FEET TO AN IRON PIN (SET);

3. NORTH 49 DEGREES 32 MINUTES 17 SECONDS EAST, 137.35 FEET;

THENCE, LEAVING SAID EASTERLY LINE OF MAGID WITH THE APPROXIMATE SOUTHERLY RIGHT-OF-WAY OF MACK HATCHER BY-PASS (ROADWAY UNDER DESIGN AT THIS TIME) THE FOLLOWING THREE CALLS:

1. SOUTH 60 DEGREES 46 MINUTES 23 SECONDS EAST, 123.63 FEET;

2. ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 570.38 FEET, A RADIUS OF 3100.00 FEET, A DELTA OF 10 DEGREES 32 MINUTES 31 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 66 DEGREES 02 MINUTES 39 SECONDS EAST, 569.58 FEET;

3. SOUTH 71 DEGREES 18 MINUTES 55 SECONDS EAST, 1256.52 FEET TO THE WESTERLY LINE OF SAID PLAN ENTITLED "PARKWAY COMMONS";

THENCE, WITH SAID WESTERLY LINE, SOUTH 06 DEGREES 24 MINUTES 03 SECONDS WEST, 170.06 FEET TO THE **POINT OF BEGINNING** CONTAINING AN AREA OF 689,730 SQUARE FEET, OR 15.83 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.

Eric S. Stuckey
City Administrator

Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE: _____2/16/2017_____

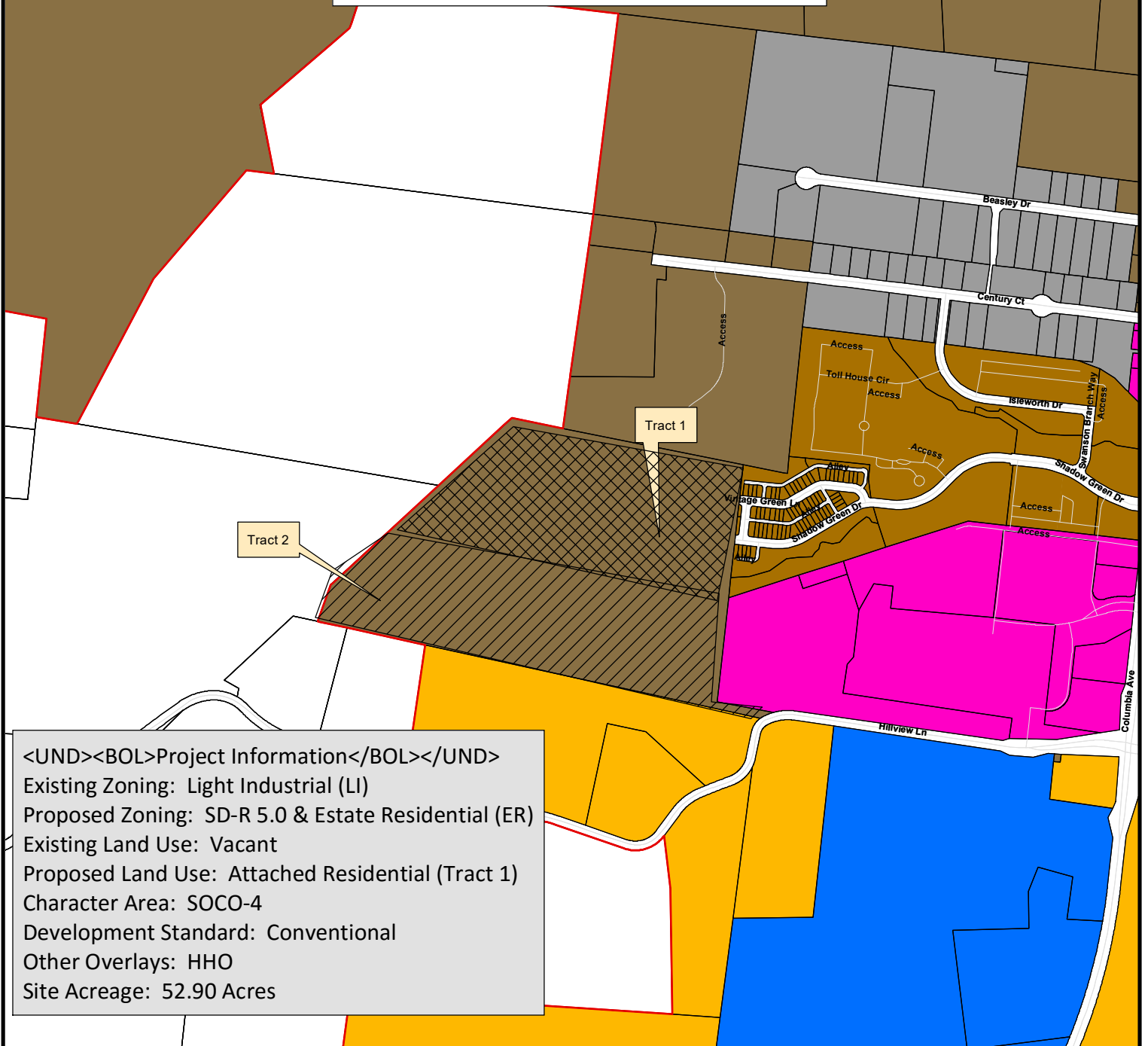
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP: _____2/23/2017_____

NEIGHBORHOOD MEETING: _____2/20/2017_____

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

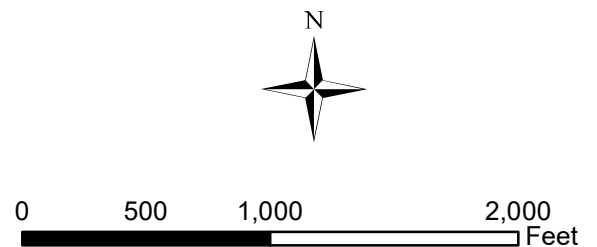
PUBLIC HEARING AND BOMA APPROVAL: _____

ORDINANCE 2017-13
SHADOW GREEN REZONING
FRANKLIN MUNICIPAL PLANNING COMMISSION
4/27/17



<UND><BOL>Project Information</BOL></UND>
Existing Zoning: Light Industrial (LI)
Proposed Zoning: SD-R 5.0 & Estate Residential (ER)
Existing Land Use: Vacant
Proposed Land Use: Attached Residential (Tract 1)
Character Area: SOCO-4
Development Standard: Conventional
Other Overlays: HHO
Site Acreage: 52.90 Acres

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



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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SHADOW GREEN PUD SUBDIVISION REZONING REQUEST

TAX MAP 090, PARCEL 02800

OWNER

BARBARA HOLT
208 ASHEBORO PLACE
FRANKLIN, TN 37064

DEVELOPER

CLAYTON PROPERITES GROUP, INC.
DBA GOODALL HOMES
393 MAPLE STREET, SUITE 100
GALLATIN, TN 37066
CONTACT: MAVERICK GREEN
EMAIL: mgreen@goodallhomes.com

APPLICANT/ LANDSCAPE ARCHITECT

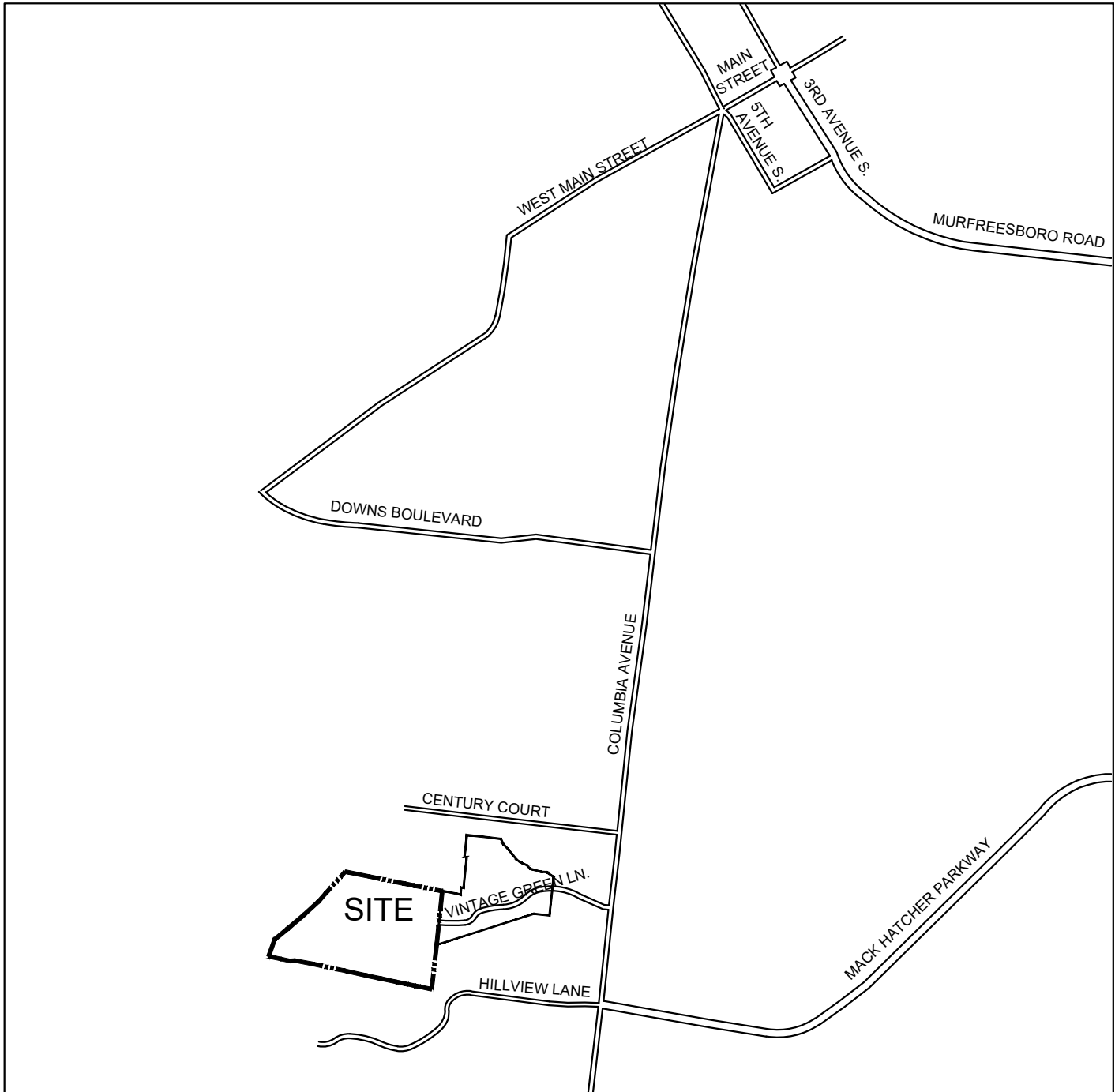
GAMBLE DESIGN COLLABORATIVE, LLC
144 SOUTHEAST PARKWAY, SUITE 200
FRANKLIN TN 37064
CONTACT: GREG GAMBLE, RLA
EMAIL: greggamble209@gmail.com
PHONE: 615.975.5765

CIVIL ENGINEER

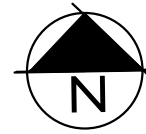
RAGAN-SMITH
315 WOODLAND STREET
NASHVILLE, TN 37206
CONTACT: JACOB VINCENT, P.E.
EMAIL: jvincent@ragansmith.com
PHONE: 615.244.8159

SURVEYOR

BYRD SURVEYING, INC.
230 WEST DUNBAR CAVE ROAD
P.O. BOX 31392
CLARKSVILLE, TN 37040
CONTACT: MIKE PAYNE, RLS
EMAIL: mpayne@byrdsurveying.com
PHONE: 615.733.3131



VICINITY MAP



SCALE 1" = 2000'

5TH CIVIL DISTRICT OF WILLIAMSON COUNTY
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

SHEET INDEX

C 0.0	COVER SHEET
C 1.0	OVERALL EXISTING CONDITIONS
C 1.1	EXISTING CONDITIONS



COF # 6388
MARCH 13, 2017

Revisions
April 6, 2017

GDC

GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
greggamble209@gmail.com



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
615.975.5765
greggamble209@gmail.com

ISSUED: MARCH 13, 2017

Revision Date:
04.06.2017

SITE DATA:

PROJECT NAME: SUBDIVISION: LOT NUMBER: ADDRESS: CITY: COUNTY: STATE: CIVIL DISTRICT:	SHADOW GREEN REZONING REQUEST 6388 SHADOW GREEN PUD N/A 1152 HILLVIEW LANE FRANKLIN WILLIAMSON TENNESSEE 5TH CIVIL DISTRICT
EXISTING ZONING: PROPOSED ZONING: CHARACTER AREA OVERLAY: OTHER APPLICABLE OVERLAYS: APPLICABLE DEVELOPMENT STANDARD: ACREAGE OF SITE:	LI SD-R (5.0), ER SOC07 HHO, HHO 500' BUFFER CONVENTIONAL 52.54 AC TOTAL 36.71 AC TRACT 1 15.83 AC TRACT 2 FRONT: 10' SIDE: 0'-6" REAR: 0'-20'
MINIMUM REQUIRED SETBACK LINES:	
OWNER ADDRESS:	BARBARA HOLT 208 ASHEBORO PLACE FRANKLIN, TN 37064
APPLICANT: ADDRESS:	GAMBLE DESIGN COLLABORATIVE 144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064 GREG GAMBLE 615.975.5765 greggamble209@gmail.com
CONTACT PHONE: EMAIL ADDRESS:	N/A 3 STORIES .53 / 14.52 AC PROVIDED .20 / 5.48 AC REQUIRED 406 SAPCES 1 BEDROOM = 1.5 SPACES 2 BEDROOM = 2.5 SPACES 3 BEDROOM = 3 SPACES SEE PARKING CHART C2.0 SEE PARKING CHART C2.0 5.0 DUA 12.25 AC (33% OF TOTAL SITE) FEES IN LIEU (35x1200 SF) + (147 x 600 SF) = 130,200 SF
BUILDING SQUARE FOOTAGE: BUILDING HEIGHT: LANDSCAPE SURFACE RATIO: MINIMUM LANDSCAPE SURFACE RATIO: MINIMUM PARKING REQUIREMENT:	N/A 3 STORIES .53 / 14.52 AC PROVIDED .20 / 5.48 AC REQUIRED 406 SAPCES 1 BEDROOM = 1.5 SPACES 2 BEDROOM = 2.5 SPACES 3 BEDROOM = 3 SPACES SEE PARKING CHART C2.0 SEE PARKING CHART C2.0 5.0 DUA 12.25 AC (33% OF TOTAL SITE) FEES IN LIEU (35x1200 SF) + (147 x 600 SF) = 130,200 SF
MAXIMUM PARKING LIMIT: PARKING PROVIDED: RESIDENTIAL DENSITY: TREE CANOPY: PARKLAND (IF APPLICABLE):	MAXIMUM PARKING LIMIT: PARKING PROVIDED: RESIDENTIAL DENSITY: TREE CANOPY: PARKLAND (IF APPLICABLE):
OPEN SPACE: OPEN SPACE ACREAGE REQUIRED: FORMAL OPEN SPACE REQUIRED: INFORMAL OPEN SPACE REQUIRED:	OPEN SPACE: OPEN SPACE ACREAGE REQUIRED: FORMAL OPEN SPACE REQUIRED: INFORMAL OPEN SPACE REQUIRED:
OVERALL DENSITY: NET DENSITY (MINUS ROW): NET DENSITY (MINUS ROW AND OVERLAY): NUMBER OF RESIDENTIAL UNITS BY USE TYPE:	OVERALL DENSITY: NET DENSITY (MINUS ROW): NET DENSITY (MINUS ROW AND OVERLAY): NUMBER OF RESIDENTIAL UNITS BY USE TYPE:
NONRESIDENTIAL SQUARE FOOTAGE: TOTAL ACREAGE BY USE, ENTIRE SITE:	NONRESIDENTIAL SQUARE FOOTAGE: TOTAL ACREAGE BY USE, ENTIRE SITE:

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN WATER SERVICES. THE WATER MAIN IS LOCATED ALONG THE EASTERN PROPERTY BOUNDARY.
182 UNITS * 350 GPD = 63,700 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN WILL CONNECT ALONG THE EASTERN PROPERTY BOUNDARY.

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

STREET NETWORK
THE PROPOSED EXTENSION OF MACK HATCHER PARWAY IS SHOWN TRAVERSING THIS PROPERTY, AND THIS ALIGNMENT PLAYED A LARGE ROLE IN THE DEVELOPMENT OF THE MASTER PLAN DESIGN. AS A PART THIS PUD, GOODALL HOMES INITIATED A STUDY OF THE MACK HATCHER ALIGNMENT BY CDM SMITH, WHICH AS BEEN ACCEPTED BY TDOT. THIS FUNCTIONAL ALIGNMENT SERVES AS THE EDGE OF TEH PUD BOUNDARY AND DIVISION LINE BETWEEN TRACTS 1 AND 2. THE LOCAL ROAD NETWORK FROM THROUGH THE GREEN (VINTAGE GREEN LANE AND SHADOW GREEN DRIVE) EXTEND THROUGH THIS PROPERTY AND EVENTUALLY PROVIDE A CONNECTION TO FUTURE MACK HACKER PARKWAY, AS DIRECTED BY THE CONNECT FRANKLIN PLAN. THE CDM SMITH STUDY ALSO ESTABLISHED THE LOCATION WHERE THE LOCAL ROAD NETWORK PROPOSED IN TEH SHADOW GREEN PUD COULD CONNECT TO MACK HATCHER, AS A PART OF THE CONSTRUCTION OF THIS PUD, GOODALL HOMES SHALL BE GRADING THIS FUTURE CONNECTION ROAD.

DRAINAGE FACILITIES
A STORM SEWER NETWORK SHALL COLLECT STORMWATER RUNOFF FROM THE STREETS AND OTHER IMPERVIOUS SURFACES. THE WATER SHALL BE TREATED BY USE OF A GREEN INFRASTRUCTURE PRACTICE PRIOR TO DISCHARGE TO A DETENTION FACILITY FOR ATTENUATION. THE SITE SHALL DISCHARGE NEAR THE SOUTHEASTERN CORNER OF THE PROPERTY. POST DEVELOPED PEAK FLOWS SHALL BE REDUCED TO THAT OF PRE-DEVELOPED PEAK FLOWS.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 2.3 MI (900 COLUMBIA AVE.)
NEAREST FIRE STATION: 1.2 MI (STATION NO. 5, 215 NOAH DR.)
NEAREST RECREATIONAL FACILITY: 0.6 MI (WINSTEAD HILL PARK, 4023 COLUMBIA AVE.)

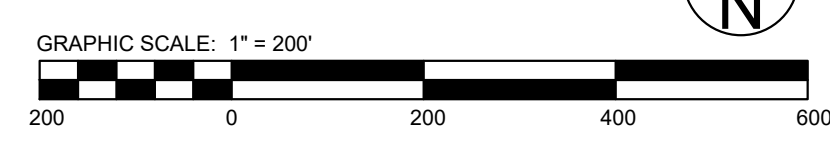
PROJECTED STUDENT POPULATION
182 * 0.23 = 42 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
TOWNHOMES TO BE ROLL OUT TRASH CAN. REFUSE COLLECTION SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE. A DUMPSTER WILL ALSO BE PROVIDED TO SERVE THE BIG HOUSE CONDO UNITS.

RESTRICTIVE COVENANTS
THE SHADOW GREEN PUD WILL JOIN THE EXISTING SHADOW GREEN HOMEOWNERS ASSOCIATION. THE HOA WILL REGULATE ARCHITECTURAL STANDARDS AND MAINTENANCE OF THE COMMUNITY AS WELL AS MAINTAIN ALL COMMON OPEN SPACE, RECREATIONAL AREAS, AND TOWNHOME YARDS.

500' ADJACENT PROPERTY OWNERS:

PARCEL ID	PROPERTY ADDRESS	OWNER	OWNER STREET	CITY	STATE	ZIP	ZONING	CHARACTER AREA	DEV STANDARD
090 00300	COLUMBIA PK	VULCAN LANDS INC	1200 URBAN CENTER DR	BIRMINGHAM	AL	35242-2545	N/A	SOCO-3	NEITHER
090 00301	429 CENTURY CT	SMYRNA READY MIX LLC	4472 HICKORY GROVE RD	MURFREESBORO	TN	37129	LI	SOCO-1	CONVENTIONAL
090 00305	CENTURY CT	CITY OF FRANKLIN	PO BOX 305	FRANKLIN	TN	37065-0305	LI	SOCO-1	CONVENTIONAL
090 02400	4023 COLUMBIA PK	CITY OF FRANKLIN	P O BOX 305	FRANKLIN	TN	37065-0305	LI	SOCO-1	CONVENTIONAL
090 02607	3064 COLUMBIA AVE	TARGET CORPORATION	P O BOX 9456	MINNEAPOLIS	MN	55440-9456	GC	SOCO-1	CONVENTIONAL
090 02608	COLUMBIA AVE	ASHLEY OUTLOTS LLC	5217 MARYLAND WAY #300	BRENTWOOD	TN	37027	GC	SOCO-1	CONVENTIONAL
090 02609	COLUMBIA AVE	WOLFE FIELDS DEV LLC	808 ANNMARIE CT	BOWLING GREEN	KY	42103	GC	SOCO-1	CONVENTIONAL
090 02618	2000 SHADOW GREEN DR	BEL FRANKLIN LLC	2 INTERNATIONAL PLACE	BOSTON	MA	02110	SD-X	SOCO-1	CONVENTIONAL
090 02800	1152 HILLVIEW LN	HOLT BARBARA	208 ASHEBORO PL	FRANKLIN	TN	37064	LI	SOCO-3	NEITHER
090 03000	1154 HILLVIEW LN	WAKE DON N	1154 HILLVIEW LN	FRANKLIN	TN	37064	ER	SOCO-3	NEITHER
090 03100	1154 HILLVIEW LN	ADKINS 2007 LIVING TRUST	1154 HILLVIEW LN	FRANKLIN	TN	37064	ER	SOCO-3	NEITHER
090 03102	1155 HILLVIEW LN	THOMPSON JOE EDWARD III	1155 HILLVIEW LN	FRANKLIN	TN	37064	ER	SOCO-3	NEITHER
090 03103	1158 HILLVIEW LN	LATIMER-BILBREY LESLIE	1158 HILLVIEW DR	FRANKLIN	TN	37064	ER	SOCO-3	NEITHER
090 03300	1178 HILLVIEW LN	CUNNINGHAM JAMES J	1178 HILLVIEW LN	FRANKLIN	TN	37064	N/A	SOCO-3	NEITHER
090 03400	1196 HILLVIEW LN	CARR JAMIE K DURARD	1196 HILLVIEW LANE	FRANKLIN	TN	37064	N/A	SOCO-3	NEITHER
090 03600	1208 HILLVIEW LN	MAGID EMILY	1208 HILLVIEW LN	FRANKLIN	TN	37064	N/A	SOCO-3	NEITHER
0906 F 00600	510 VINTAGE GREEN LN	FRANCIS ASHLEY C	510 VINTAGE GREEN LN	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 00700	512 VINTAGE GREEN LN	PAGE RICHARD G	501 SPINNAKER CT	SMYRNA	TN	37167	SD-X	SOCO-7	CONVENTIONAL
0906 F 00800	514 VINTAGE GREEN LN	POSS MIRLUKA K	514 VINTAGE GREEN LN	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 00900	516 VINTAGE GREEN LN	LAMMING KIMBERLY	516 VINTAGE GREEN LN	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 01000	507 VINTAGE GREEN LN	FREEMAN DEBORAH A	507 VINTAGE GREEN LN	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 01100	505 VINTAGE GREEN LN	KUYKENDALL PATRICK L JR	505 VINTAGE GREEN LN	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 01400	1600 SHADOW GREEN DR	GRIFFIN SANDRA T	1600 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 01500	1602 SHADOW GREEN DR	HADLEY THOMAS L	1602 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 01600	1604 SHADOW GREEN DR	CANNON JOSEPH J	347 GILLETTE DR	FRANKLIN	TN	37069	SD-X	SOCO-7	CONVENTIONAL
0906 F 01700	1606 SHADOW GREEN DR	HOBGOOD SETH H	1606 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 01800	1608 SHADOW GREEN DR	BARTON ADAM R	1608 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 01900	1610 SHADOW GREEN DR	RATCLIFF GEORGE M	308 WHITE MOSS PLACE	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02000	1612 SHADOW GREEN DR	KILBURN MARLENE A	1612 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02100	1614 SHADOW GREEN DR	HASER AUDRIN L IV	1614 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02200	1620 SHADOW GREEN DR	ELEFANTE DINO	330 FRANKLIN RD 35-46	BRENTWOOD	TN	37027	SD-X	SOCO-7	CONVENTIONAL
0906 F 02300	1622 SHADOW GREEN DR	MAYNARD CAIN R	1622 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02400	1624 SHADOW GREEN DR	HENRY NICHOLE	1624 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02500	1626 SHADOW GREEN DR	STARK CAROL	1626 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02600	1628 SHADOW GREEN DR	JEPPSEN ZACHARY B	1628 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02700	1630 SHADOW GREEN DR	LAUEUNESSE HAZEL S	1630 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02800	1632 SHADOW GREEN DR	SMITH LACEY N	1632 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02900	1634 SHADOW GREEN DR	JOHNSON BRETT M	1634 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 03000	1636 SHADOW GREEN DR	BUTLER THOMAS W	PO BOX 611323	ROSEMARY BEACH	FL	32461	SD-X	SOCO-7	CONVENTIONAL
0906 F 03100	1637 SHADOW GREEN DR	BELL KATHRYN L	1637 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 03200	1639 SHADOW GREEN DR	BACHMAN A BRENT	1639 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 03300	1641 SHADOW GREEN DR	WALKER JOEL P	1641 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 03400	1701 SHADOW GREEN DR	PARTHENON INV PARTNERS LLC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 F 03500	SHADOW GREEN DR	REAL ESTATE SOLUTIONS GROUP LLC	100 SADDLE SPRINGS BLVD	THOMPSONS STA	TN	37179	SD-X	SOCO-7	CONVENTIONAL
0906 F 03600	SHADOW GREEN DR	REAL ESTATE SOLUTIONS GROUP LLC	100 SADDLE SPRINGS BLVD	THOMPSONS STA	TN	37179	SD-X	SOCO-7	CONVENTIONAL
0906 F 03700	SHADOW GREEN DR	CITY OF FRANKLIN	109 3RD AVE S	FRANKLIN	TN	37064-0000	SD-X	SOCO-7	CONVENTIONAL
0906 F 03800	SHADOW GREEN DR	REAL ESTATE SOLUTIONS GROUP LLC	100 SADDLE SPRINGS BLVD	THOMPSONS STA	TN	37179	SD-X	SOCO-7	CONVENTIONAL
0906 F 03900	SHADOW GREEN DR	REAL ESTATE SOLUTIONS GROUP LLC	100 SADDLE SPRINGS BLVD	THOMPSONS STA	TN	37179	SD-X	SOCO-7	CONVENTIONAL
0906 F 04000	VINTAGE GREEN LN	REAL ESTATE SOLUTIONS GROUP LLC	100 SADDLE SPRINGS BLVD	THOMPSONS STA	TN	37179	SD-X	SOCO-7	CONVENTIONAL
0906 F 04100	VINTAGE GREEN LN	REAL ESTATE SOLUTIONS GROUP LLC	100 SADDLE SPRINGS BLVD	THOMPSONS STA	TN	37179	SD-X	SOCO-7	CONVENTIONAL
0906 F 04200	VINTAGE GREEN LN	REAL ESTATE SOLUTIONS GROUP LLC	100 SADDLE SPRINGS BLVD	THOMPSONS STA	TN	37179	SD-X	SOCO-7	CONVENTIONAL
0906 G 00100	518 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 00200	520 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 00300	522 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 00400	524 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 00500	526 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 00600	528 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 00700	530 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 00800	532 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 00900	534 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01000	536 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01100	538 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01200	540 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01300	542 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01400	544 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01500	600 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01600	545 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01700	543 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01800	541 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01900	539 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 02000	537 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02100	535 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02200	533 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02300	531 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02400	529 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02500	527 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02600	525 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02700	523 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02800	521 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02900	519 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 03000	517 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 03100	VINTAGE GREEN LN	REAL ESTATE SOLUTIONS GROUP LLC	100 SADDLE SPRINGS BLVD	THOMPSONS STA	TN	37179	SD-X	SOCO-7	CONVENTIONAL
0906 G 03200	VINTAGE GREEN LN	REAL ESTATE SOLUTIONS GROUP LLC	100 SADDLE SPRINGS BLVD	THOMPSONS STA	TN	37179	SD-X	SOCO-7	CONVENTIONAL
0906 G 03300	VINTAGE GREEN LN	REAL ESTATE SOLUTIONS GROUP LLC	100 SADDLE SPRINGS BLVD	THOMPSONS STA	TN	37179	SD-X	SOCO-7	CONVENTIONAL



BOUNDARY AND TOPOGRAPHY SURVEY PROVIDED BY:
BYRD SURVEYING, INC.
MIKE PAYNE, RLS
615.733.3151
230 WEST DUNBAR CAVE ROAD
P.O. BOX 31392
CLARKSVILLE, TN 37040

LEGAL DESCRIPTION:

TRACT 1
SHADOW GREEN PUD

BEING A TRACT OF LAND LYING IN THE 9TH CIVIL DISTRICT, CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE AND BEING GENERALLY BOUNDED ON THE NORTH BY THE CITY OF FRANKLIN, TENNESSEE, PROPERTY OF RECORD IN DEED BOOK 2123, PAGE 124, REGISTER'S OFFICE, OF WILLIAMSON COUNTY, TENNESSEE (R.O.W.C.T.), THE SAME BEING A PORTION OF LOT 2 OF PLAN ENTITLED "REVISION 3, RESUBDIVISION OF LOTS 2 AND 4, METRO READY MIX", OF RECORD IN PLAT BOOK P38, PAGE 93, R.O.W.C.T.; ON THE EAST BY PLAN ENTITLED "THROUGH THE GREEN PUD SUBDIVISION, SECTION 2, LOTS 9-51" OF RECORD IN PLAT BOOK P38, PAGE 70, R.O.W.C.T. AND PLAN ENTITLED "PARKWAY COMMONS" OF RECORD IN PLAT BOOK P37, PAGE 39, R.O.W.C.T.; ON THE SOUTH BY THE REMAINING BARBARA HOLT, EXECUTOR PROPERTY OF RECORD IN DEED BOOK 4820, PAGE 813, R.O.W.C.T.; ON THE WEST BY THE EMILY MAGID PROPERTY OF RECORD IN DEED BOOK 1485, PAGE 61 (TRACT 1), R.O.W.C.T. AND VULCAN LANDS, INC. PROPERTY OF RECORD IN DEED BOOK 1945, PAGE 143, R.O.W.C.T. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON AN IRON PIN (SET) IN THE SOUTHERLY LINE OF THE CITY OF FRANKLIN, TENNESSEE PROPERTY, THE SAME BEING A PORTION OF LOT 2 OF PLAN ENTITLED "REVISION 3, RESUBDIVISION OF LOTS 2 AND 4, METRO READY MIX", THE NORTHWEST CORNER OF THE PLAN ENTITLED "THROUGH THE GREEN PUD SUBDIVISION, SECTION 2, LOTS 9-51" AND BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT OF LAND;

THENCE, LEAVING, SAID SOUTHERLY LINE OF THE CITY OF FRANKLIN, TENNESSEE PROPERTY, THE SAME BEING A PORTION OF LOT 2 OF PLAN ENTITLED "REVISION 3, RESUBDIVISION OF LOTS 2 AND 4, METRO READY MIX", THE WESTERLY LINE OF THE PLAN ENTITLED "THROUGH THE GREEN PUD SUBDIVISION, SECTION 2, LOTS 9-51" SOUTH 05 DEGREES 54 MINUTES 35 SECONDS WEST, 710.34 FEET TO AN IRON PIN (SET) AT THE NORTHWEST CORNER OF THE PLAN ENTITLED "PARKWAY COMMONS";

THENCE, WITH THE WESTERLY LINE OF SAID PLAN ENTITLED "PARKWAY COMMONS", SOUTH 06 DEGREES 34 MINUTES 03 SECONDS WEST, 400.10 FEET TO THE APPROXIMATE SOUTHERLY RIGHT-OF-WAY OF MACK HATCH



SITE DATA:	
PROJECT NAME:	SHADOW GREEN REZONING REQUEST
PROJECT NUMBER:	6388
SUBDIVISION:	SHADOW GREEN PUD
LOT NUMBER:	N/A
ADDRESS:	1152 HILLVIEW LANE
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	5TH CIVIL DISTRICT
EXISTING ZONING:	LI
PROPOSED ZONING:	SD-R (5.0), ER
CHARACTER AREA OVERLAY:	SOC07
OTHER APPLICABLE OVERLAYS:	HHO, HHO 500' BUFFER
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
ACREAGE OF SITE:	52.54 AC TOTAL 38.71 AC TRACT 1 15.83 AC TRACT 2
MINIMUM REQUIRED SETBACK LINES:	FRONT: 10' SIDE: 0'-6" REAR: 0'-20'
OWNER:	BARBARA HOLT
ADDRESS:	208 ASHEBORO PLACE FRANKLIN, TN 37064
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064
CONTACT:	GREG GAMBLE
PHONE:	615.975.5765
EMAIL ADDRESS:	greggamble200@gmail.com
BUILDING SQUARE FOOTAGE:	N/A
BUILDING HEIGHT:	3 STORIES
LANDSCAPE SURFACE RATIO:	.53 / 14.52 AC PROVIDED
MINIMUM LANDSCAPE SURFACE RATIO:	.20 / 5.48 AC REQUIRED
MINIMUM PARKING REQUIREMENT:	406 SPACES 1 BEDROOM = 1.5 SPACES 2 BEDROOM = 2.5 SPACES 3 BEDROOM = 3 SPACES SEE PARKING CHART C2.0
MAXIMUM PARKING LIMIT:	SEE PARKING CHART C2.0
PARKING PROVIDED:	5.0 DUA
RESIDENTIAL DENSITY:	12.25 AC (33% OF TOTAL SITE)
TREE CANOPY:	FEES IN LIEU (35x1200 SF) + (147 x 600 SF) = 130,200 SF
PARKLAND (IF APPLICABLE):	
OPEN SPACE:	
OPEN SPACE ACREAGE REQUIRED:	15% (4.11 AC)
FORMAL OPEN SPACE REQUIRED:	34% (1.40 AC)
INFORMAL OPEN SPACE REQUIRED:	66% (2.71 AC)
OVERALL DENSITY:	5.0 DUA
NET DENSITY (MINUS ROW):	6.64 DUA
NET DENSITY (MINUS ROW AND OVERLAY):	12.10 UNITS/AC
NUMBER OF RESIDENTIAL UNITS BY USE TYPE:	22 TOWN HOMES 10 BIG HOUSE BUILDINGS (16 CONDOS EACH) 6 1-BEDROOM CONDOS PER BIG HOUSE 10 2-BEDROOM CONDOS PER BIG HOUSE
NONRESIDENTIAL SQUARE FOOTAGE:	N/A
TOTAL ACREAGE BY USE, ENTIRE SITE:	15.55 AC OPEN SPACE 9.42 AC ROW 11.74 AC RESIDENTIAL LOTS

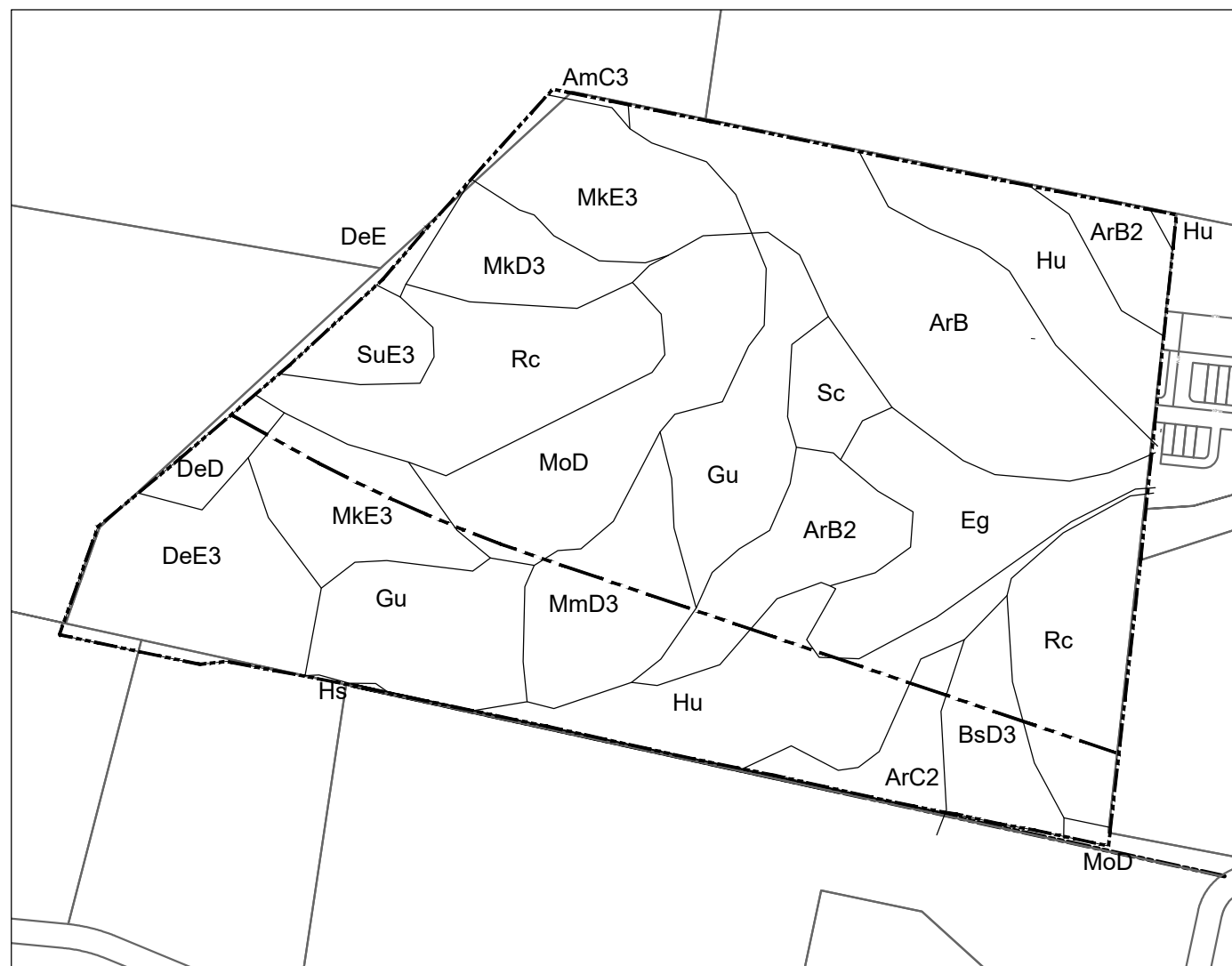
EXISTING TREE CANOPY

TRACT 1 OVERALL AREA = 1,642,647 SF, 37.71 AC			
TREE AREA	EXISTING	REMOVED	RETAINED
TREE A	507,014 SF	124,030 SF	382,984 SF
TREE B	26,377 SF	1,364 SF	25,013 SF
TOTAL SF	533,391 SF	125,394 SF	407,997 SF
TOTAL ACRES	12.25 AC	2.88 AC	9.37 AC
TREE CANOPY DATA:			
TOTAL EXISTING TREE CANOPY: 533,391 (33% OF TRACT 1)			
REQUIRED CANOPY PRESERVATION: 24%			
24% X 12.25 AC TOTAL CANOPY = 128,868 SF, 2.94 AC			
PROVIDED TREE CANOPY PRESERVATION: 407,997 SF, 9.37 AC			
(76% OF EXISTING CANOPY)			

SPECIMEN TREES

Point	Description	Status	Point	Description	Status
1	30" HACKBERRY	TRACT 2	61	24" WALNUT	ROW
2	30" WHITE OAK	TRACT 2	62	26" WALNUT	ROW
3	24" HICKORY	TRACT 2	63	26" LOCUST	ROW
4	24" WHITE OAK	TRACT 2	64	24" BOX ELDER	REMOVED
5	30" WHITE OAK	TRACT 2	65	28" HACKBERRY	REMOVED
6	26" WHITE OAK	TRACT 2	66	28" ELM	
7	24" BEECH	TRACT 2	67	29" WHITE OAK	TRACT 2
8	30" WHITE OAK	TRACT 2	68	29" WHITE OAK	ROW
9	28" WHITE OAK	TRACT 2	69	31" WHITE OAK	ROW
10	27" WHITE OAK	TRACT 2	70	40" ASH	ROW
11	26" BEECH	TRACT 2	71	27" WHITE OAK	ROW
12	26" HICKORY	TRACT 2	72	25" WHITE OAK	ROW
13	26" HICKORY	TRACT 2	73	25" RED OAK	ROW
14	23" WHITE OAK	ROW	74	26" WHITE OAK	ROW
15	23" WHITE OAK	ROW	75	24" WHITE OAK	ROW
16	30" WHITE OAK	ROW	76	25" RED OAK	ROW
17	42" RED OAK	TRACT 2	77	24" WHITE OAK	ROW
18	48" RED OAK	TRACT 2	78	24" WHITE OAK	ROW
19	29" RED OAK	TRACT 2	79	25" WHITE OAK	
20	29" RED OAK	TRACT 2	80	28" WHITE OAK	
21	24" WHITE OAK	TRACT 2	81	40" TWIN WHITE OAK	
22	46" RED OAK	TRACT 2	82	24" WHITE OAK	ROW
23	40" POPLAR	TRACT 2	83	24" WHITE OAK	ROW
24	26" HACKBERRY	TRACT 2	84	28" WHITE OAK	
25	28" HACKBERRY	TRACT 2	85	25" WHITE OAK	
26	24" WALNUT	TRACT 2	86	24" WHITE OAK	
27	24" BEECH	TRACT 2	87	26" WHITE OAK	
28	30" CRAB APPLE	TRACT 2	88	36" WHITE OAK	
29	25" BEECH	TRACT 2	89	26" ASH	
30	30" HACKBERRY	ROW	90	42" WHITE OAK	
31	25" HACKBERRY	ROW	91	25" WHITE OAK	
32	35" WALNUT	ROW	92	35" WHITE OAK	
33	26" BEECH	TRACT 2	93	45" WHITE OAK	
34	28" HACKBERRY	TRACT 2	94	27" WHITE OAK	
35	25" HACKBERRY	TRACT 2	95	24" ASH	
36	24" LOCUST	REMOVED	96	30" WHITE OAK	
37	57" DOUBLE ASH	REMOVED	97	27" ASH	
38	30" WALNUT	TRACT 2	98	25" WHITE OAK	
39	25" WHITE OAK	TRACT 2	99	26" WHITE OAK	
40	36" HACKBERRY	TRACT 2	100	24" WALNUT	
41	32" HACKBERRY	TRACT 2	101	24" WHITE OAK	
42	28" HACKBERRY	TRACT 2	102	26" ASH	REMOVED
43	24" WALNUT	TRACT 2	103	30" WHITE OAK	REMOVED
44	26" HACKBERRY	TRACT 2	104	25" WHITE OAK	
45	32" HACKBERRY	TRACT 2	105	26" WHITE OAK	
46	40" LOCUST	TRACT 2	106	24" HICKORY	REMOVED
47	24" WALNUT	TRACT 2	107	25" WHITE OAK	REMOVED
48	25" WALNUT	TRACT 2	108	30" WHITE OAK	ROW
49	25" HACKBERRY	TRACT 2	109	28" SUGAR MAPLE	REMOVED
50	25" LOCUST	TRACT 2	110	26" WHITE OAK	REMOVED
51	26" LOCUST	TRACT 2	111	24" CEDAR	ROW
52	32" LOCUST	TRACT 2	112	25" CEDAR	ROW
53	30" HACKBERRY	TRACT 2	113	26" CEDAR	ROW
54	24" LOCUST	TRACT 2	114	30" HACKBERRY	
55	25" WALNUT	TRACT 2			
56	27" WALNUT	TRACT 2			
57	25" HACKBERRY	TRACT 2			

*ROW DENOTES TREES LOCATED IN FUTURE ROWS OF MACK HATCHER AND THE CONNECTOR ROAD



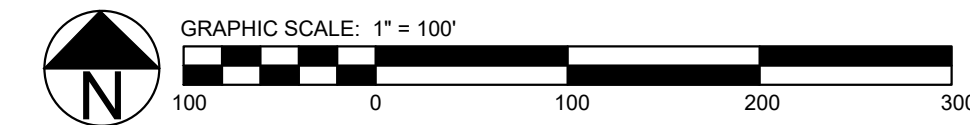
SOILS:

AmC3: ARMOUR CHERTY SILTY CLAY LOAM, 5-12% SLOPES, SEVERELY ERODED
ArB: ARMOUR SILT LOAM, 2-5% SLOPES
ArC2: ARMOUR SILT LOAM, 2-5% SLOPES, ERODED
ArC3: ARMOUR SILT LOAM, 5-12% SLOPES, ERODED
BdD3: BRATTON CHERTY SILTY CLAY LOAM, 12-30% SLOPES, SEVERELY ERODED
DnD: DELLROSE CHERTY SILT LOAM, 12-30% SLOPES
DeE: DELLROSE CHERTY SILT LOAM, 20-30% SLOPES, SEVERELY ERODED
Eg: EGAM SILT LOAM, PHOSPHATE
Gu: GULLIED LAND
Hu: HUNTINGTON CHERTY SILT LOAM, PHOSPHATIC
Hu: HUNTINGTON SILT LOAM, PHOSPHATIC
MkD3: MIMOSA CHERTY SILTY CLAY, 10-20% SLOPES, SEVERELY ERODED
MkE3: MIMOSA CHERTY SILTY CLAY, 20-30% SLOPES, SEVERELY ERODED
MmD3: MIMOSA SILTY CLAY, 10-20% SLOPES, SEVERELY ERODED
MoD: MIMOSA AND ASHWOOD VERY ROCK SOILS, 5-20% SLOPES
Rc: ROCKLAND
Sc: SEES SILTY CLAY LOAM
SuE3: SULPHURA CHERTY SILT LOAM, 20-50% SLOPES, SEVERELY ERODED

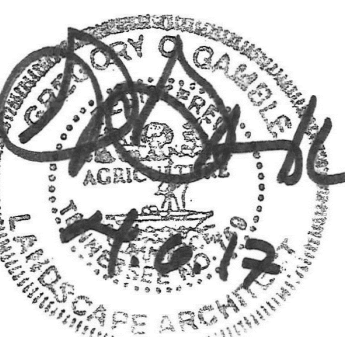
MINERAL RIGHTS:
NO THIRD PARTY MINERAL RIGHTS ARE ASSOCIATED WITH THIS PROPERTY

SLOPE ANALYSIS KEY:

- 14%-19% SLOPES
- 20% AND GREATER SLOPES



BOUNDARY AND TOPOGRAPHY SURVEY PROVIDED BY:
BYRD SURVEYING, INC.
MIKE PAYNE, RLS
615.733.3101
230 WEST DUNBAR CAVE ROAD
P.O. BOX 31392
CLARKSVILLE, TN 37040



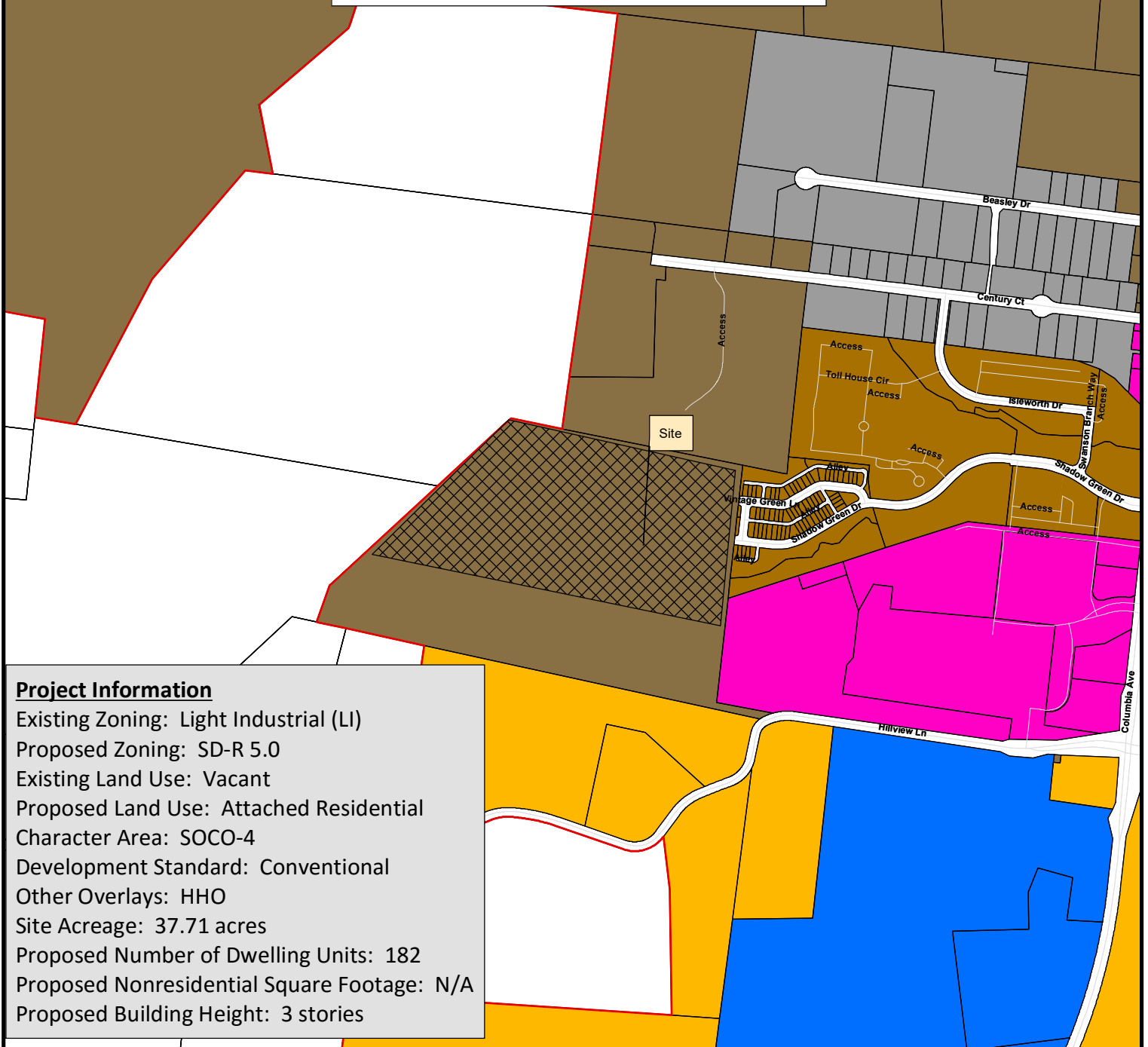
GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamble200@gmail.com
615.975.5765

ISSUED: MARCH 13, 2017

Revision Date:

04.06.2017

RESOLUTION 2017-20,
SHADOW GREEN PUD DEVELOPMENT PLAN
FRANKLIN MUNICIPAL PLANNING COMMISSION
4/27/17



Project Information

Existing Zoning: Light Industrial (LI)
Proposed Zoning: SD-R 5.0
Existing Land Use: Vacant
Proposed Land Use: Attached Residential
Character Area: SOCO-4
Development Standard: Conventional
Other Overlays: HHO
Site Acreage: 37.71 acres
Proposed Number of Dwelling Units: 182
Proposed Nonresidential Square Footage: N/A
Proposed Building Height: 3 stories

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



0 500 1,000 2,000
Feet

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It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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RESOLUTION 2017-20

TO BE ENTITLED: "A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR THE SHADOW GREEN PUD SUBDIVISION, FOR THE PROPERTY LOCATED AT 1152 HILLVIEW LANE."

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, in accordance with the provisions of *Tennessee Code Annotated* § 13-4-310, as amended, and subject to the exceptions set forth in said statute, the approval of the Development Plan by the BOMA will initiate a vesting period during which the development standards adopted by the City and in effect on the date of approval shall remain the standards applicable to the approved Development Plan.

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

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

PREMISES CONSIDERED	
Map-Parcel	Acres
Part of 090-02800 Tract 1	36.71
Total	36.71

BEING A TRACT OF LAND LYING IN THE 9TH CIVIL DISTRICT, CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE AND BEING GENERALLY BOUNDED ON THE NORTH BY THE CITY OF FRANKLIN, TENNESSEE PROPERTY OF RECORD IN DEED BOOK 2123, PAGE 124, REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE (R.O.W.C.T), THE SAME BEING A PORTION OF LOT 2 OF PLAN ENTITLED "REVISION 3,

RESUBDIVISION OF LOTS 2 AND 4, METRO READY MIX", OF RECORD IN PLAT BOOK P35, PAGE 93, R.O.W.C.T.; ON THE EAST BY PLAN ENTITLED "THROUGH THE GREEN PUD SUBDIVISION, SECTION 2, LOTS 9-51" OF RECORD IN PLAT BOOK P58, PAGE 70, R.O.W.C.T. AND PLAN ENTITLED "PARKWAY COMMONS" OF RECORD IN PLAT BOOK P37, PAGE 39, R.O.W.C.T.; ON THE SOUTH BY THE REMAINING BARBARA HOLT, EXECUTOR PROPERTY OF RECORD IN DEED BOOK 4820, PAGE 813, R.O.W.C.T.; ON THE WEST BY THE EMILY MAGID PROPERTY OF RECORD IN DEED BOOK 1465, PAGE 61 (TRACT 1), R.O.W.C.T. AND VULCAN LANDS, INC. PROPERTY OF RECORD IN DEED BOOK 1945, PAGE 143, R.O.W.C.T. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON AN IRON PIN (SET) IN THE SOUTHERLY LINE OF THE CITY OF FRANKLIN, TENNESSEE PROPERTY, THE SAME BEING A PORTION OF LOT 2 OF PLAN ENTITLED "REVISION 3, RESUBDIVISION OF LOTS 2 AND 4, METRO READY MIX", THE NORTHWEST CORNER OF THE PLAN ENTITLED "THROUGH THE GREEN PUD SUBDIVISION, SECTION 2, LOTS 9-51" AND BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT OF LAND;

THENCE, LEAVING SAID SOUTHERLY LINE OF THE CITY OF FRANKLIN, TENNESSEE PROPERTY, THE SAME BEING A PORTION OF LOT 2 OF PLAN ENTITLED "REVISION 3, RESUBDIVISION OF LOTS 2 AND 4, METRO READY MIX" WITH THE WESTERLY LINE OF THE PLAN ENTITLED "THROUGH THE GREEN PUD SUBDIVISION, SECTION 2, LOTS 9-51" SOUTH 05 DEGREES 54 MINUTES 35 SECONDS WEST, 710.34 FEET TO AN IRON PIN (SET) AT THE NORTHWEST CORNER OF THE PLAN ENTITLED "PARKWAY COMMONS";

THENCE, WITH THE WESTERLY LINE OF SAID PLAN ENTITLED "PARKWAY COMMONS"; SOUTH 06 DEGREES 24 MINUTES 03 SECONDS WEST, 400.10 FEET TO THE APPROXIMATE SOUTHERLY RIGHT-OF-WAY OF MACK HATCHER BY-PASS (ROADWAY UNDER DESIGN AT THIS TIME);

THENCE, WITH A NEW LINE THROUGH THE BARBARA HOLT PROPERTY AND BEING THE APPROXIMATE SOUTHERLY RIGHT-OF-WAY OF MACK HATCHER BY-PASS (ROADWAY UNDER DESIGN AT THIS TIME) THE FOLLOWING THREE CALLS:

1. NORTH 71 DEGREES 18 MINUTES 55 SECONDS WEST, 1256.52 FEET;
2. ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 570.38 FEET, A RADIUS OF 3100.00 FEET, A DELTA OF 10 DEGREES, 32 MINUTES 31 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 66 DEGREES 02 MINUTES 39 SECONDS WEST, 569.58 FEET;
3. NORTH 60 DEGREES 46 MINUTES 23 SECONDS WEST, 123.63 FEET TO THE EASTERLY LINE OF THE EMILY MAGID PROPERTY (TRACT 1);

THENCE, WITH THE EASTERLY LINE OF MAGID THE FOLLOWING THREE BEARINGS AND DISTANCES:

1. NORTH 49 DEGREES 32 MINUTES 17 SECONDS EAST, 157.42 FEET TO AN IRON PIN (SET);
2. NORTH 47 DEGREES 23 MINUTES 27 SECONDS EAST, 258.78 FEET TO AN IRON PIN (SET);
3. NORTH 40 DEGREES 45 MINUTES 29 SECONDS EAST, 139.25 FEET TO A 5/8" IRON PIN (SET) WITH CAP STAMPED "IDE ASSOCIATES" AT THE SOUTHEAST CORNER OF VULCAN LANDS, INC.;

THENCE, WITH THE EASTERLY AND SOUTHERLY LINES OF VULCAN LANDS, INC. THE FOLLOWING TWO BEARINGS AND DISTANCES:

1. NORTH 42 DEGREES 08 MINUTES 38 SECONDS EAST, 383.61 FEET TO A 5/8" IRON PIN (SET) WITH CAP STAMPED "IDE ASSOCIATES";

2. SOUTH 78 DEGREES 27 MINUTES 56 SECONDS EAST, 327.63 FEET TO AN 1" IRON PIPE (SET) AT THE SOUTHWESTERLY CORNER OF SAID CITY OF FRANKLIN, TENNESSEE PROPERTY, THE SAME BEING A PORTION OF LOT 2 OF PLAN ENTITLED "REVISION 3, RESUBDIVISION OF LOTS 2 AND 4, METRO READY MIX";

THENCE, WITH THE SOUTHERLY LINE OF SAID PROPERTY THE FOLLOWING THREE BEARINGS AND DISTANCES:

1. SOUTH 78 DEGREES 31 MINUTES 44 SECONDS EAST, 463.68 FEET TO A 30" HACKBERRY;
2. SOUTH 78 DEGREES 44 MINUTES 34 SECONDS EAST, 133.84 FEET AN 1" IRON PIPE (SET);
3. SOUTH 78 DEGREES 48 MINUTES 58 SECONDS EAST, 378.40 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 1,599,067 SQUARE FEET, OR 36.71 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 for Shadow Green PUD Subdivision are as follows:

Entitlements	Shadow Green
Base Zone District	Specific Development Residential- 5.0
Character Area Overlay	SOCO-7
Other Zoning Overlays	HHO
Development Standard	Conventional
Number of Dwelling Units	182
Number of Phases in Development	1

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

SECTION V. That this Resolution shall take effect from and after its passage on its first 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:

_____2/16/2017_____

BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:

_____2/23/2017_____

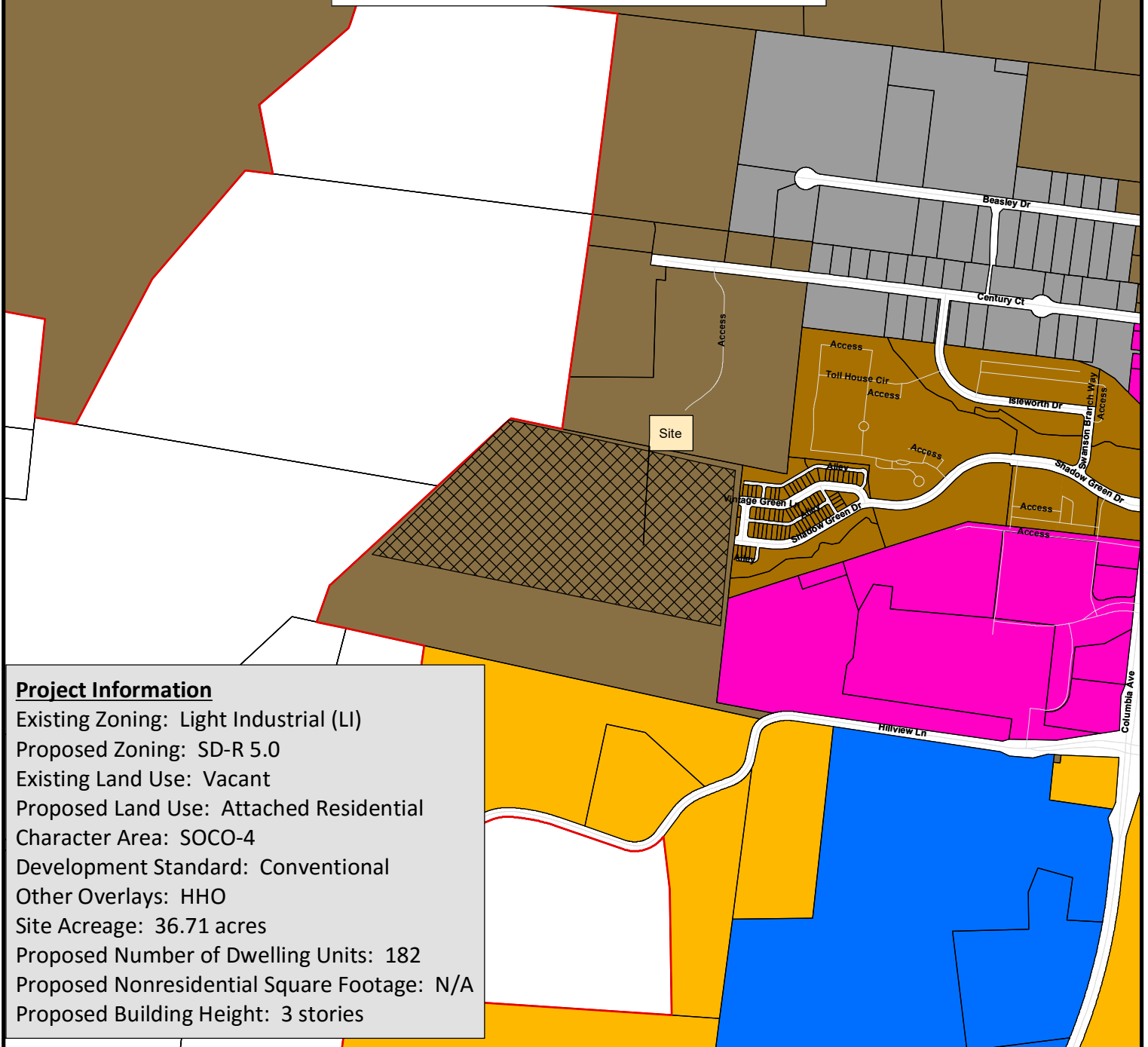
NEIGHBORHOOD MEETING:

_____2/20/2017_____

PLANNING COMMISSION RECOMMENDED APPROVAL:

PUBLIC HEARING AND BOMA APPROVAL:

RESOLUTION 2017-20,
SHADOW GREEN PUD DEVELOPMENT PLAN
FRANKLIN MUNICIPAL PLANNING COMMISSION
4/27/17



Project Information

Existing Zoning: Light Industrial (LI)
Proposed Zoning: SD-R 5.0
Existing Land Use: Vacant
Proposed Land Use: Attached Residential
Character Area: SOCO-4
Development Standard: Conventional
Other Overlays: HHO
Site Acreage: 36.71 acres
Proposed Number of Dwelling Units: 182
Proposed Nonresidential Square Footage: N/A
Proposed Building Height: 3 stories

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



0 500 1,000 2,000
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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CONDITIONS OF APPROVAL:

Open Issues: 16 These issues are currently being filtered

Engineering - PUD Plan Checklist

General Issues

39. Modification of Standards for Retaining Walls

jimmy.wiseman@franklin.tn.gov The applicant shall revise the plan to show two 6' walls as provided to staff on 4/17/2017, and included in IDT as an exhibit. If the final wall design, based on geotechnical findings during Site Plan, cannot meet the 6' maximum height requirement, then a Modification of Standards will need to be requested with a PUD revision, prior to approval of the Site Plan.
[Edited By Amy Diaz-Barriga]

40. Existing Drainage Pond

joe.marlo@franklin.tn.gov *This comment to remain open until completed by the Applicant.*

Applicant to survey and show the existing drainage pond on the property to the north any modifications required for stormwater capacity.

42. Emergency Access Gates

joe.marlo@franklin.tn.gov Applicant to revise the grading to provide a 50-foot length of road on each side of the access gates with a minimal (2% maximum) slope. The gates are to located to be fully on the City of Franklin property to the north. Revise the gate note on C2.0 to state the following: *"Applicant to provide security gates for emergency access and to revise existing fencing layout to accommodate gates. Gate and fencing design to be approved by the City of Franklin and be coordinated at site plan."*

59. Traffic Impact Study

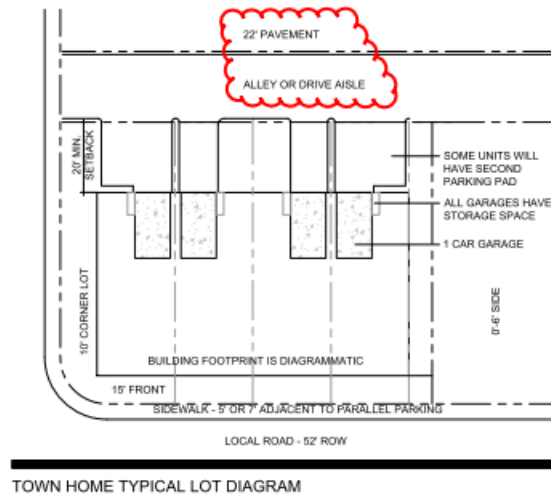
carlb@franklin.tn.gov The applicant shall finalize the TIA according to the review provided by the 3rd party consultant, see the approved review uploaded into IDT.

The results of the study and review show that the applicant shall mitigate the excessive stacking for the Shadow Green EBR movement at Columbia Avenue. At the site plan stage the applicant shall design and install dual-optional right turn signalization, signing and striping as an off-site improvement, and post surety for these improvements.

63. Alley Pavement Width

joe.marlo@franklin.tn.gov This is a new comment based on new information shown on the drawings.

Alleys are not allowed to have 22 feet of pavement. Applicant to remove the "Alley" designation from the Town home Typical Lot Diagram on C2.1.



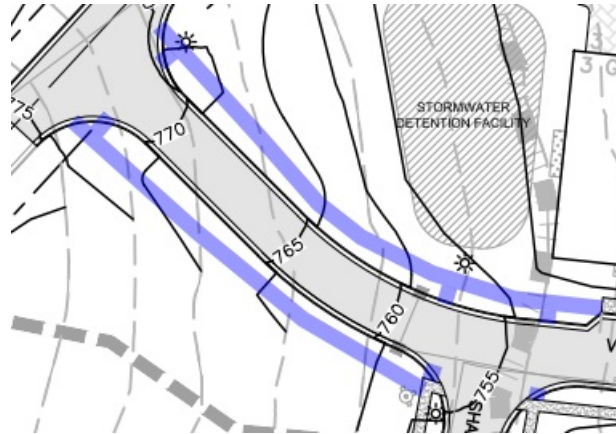
64. F. Development Plan

carlb@franklin.tn.gov Applicant shall comply with the minimum Vertical and Horizontal Alignment per City Standards (Sections 3.3.8 & 2.2.9 of Street Standards). Applicant shall ensure and demonstrate on the plans that adequate parking operation sight distance is provided for the four on-street parallel parking spaces at the inside curve on the south side of Shadow Green Drive near the east end of the site.

65. Sidewalks

joe.marlo@franklinton.gov This is a new comment based on new information shown on the drawings.

Applicant to show the sidewalks along Vintage Green Lane to the future access road that have been removed in the most recent submittal. No sidewalks are to be shown along the future access road itself. Provide sidewalk connections from Shadow Green Drive as schematically shown below.



Fire-Planning

Shadow Green Dev Plan_2.6.2017.pdf

27. Fire Protection

geoffw@franklinton.gov This item has not been addressed.

The applicant shall provide the results of a full demand, two-hydrant flow test.

Original review comment, 2/16/2017:

C5.0 Overall Utility Plan

Please provide the results a full fire demand flow test (two hydrant).

The flow test must be performed within six (6) months of submittal date to be considered valid. Seasonal fluctuations should be discussed with the appropriate water utility based on the project's address/location.

Fire flow requirements in the International Fire Code shall be met as a minimum or fire sprinklers shall be provided if not otherwise required.

Parks

General Issues

31. Parkland information

kevinl@franklintn.gov Please continue to work on the trail system with a connection to the sidewalk system. The main entrance shall make that connection to Mack Hatcher multi-use trail.

Planning

General Issues

66. Mack Hatcher Alignment

amy.diaz-barriga@franklintn.gov Prior to final approval of the Development Plan, to include entitlements associated with the Development Plan, the applicant shall be required to work with City and TDOT staff to obtain approval on the realignment associated with Mack Hatcher. The applicant shall be required to provide sufficient information to City Staff, TDOT Staff, and the Board of Mayor and Aldermen to approve the realignment. This may include, but is not limited to the following: vertical and horizontal alignment associated with the existing and proposed alignment, full environmental report, detailed cost estimates, and any additional studies or information requested by the City or TDOT. The applicant shall be required to obtain a formal letter from TDOT approving the revisions and then obtain formal approval from the Board of Mayor and Aldermen approving the realignment. It should be noted that the Board and TDOT staff may require the applicant to host multiple public meetings to obtain public feedback on the proposed realignment, and there is no guarantee the TDOT and the Board of Mayor and Aldermen will approve the realignment. Should the realignment be disapproved by TDOT, City Staff, or the Board of Mayor and Aldermen, then the Development plan shall also be disapproved, including all entitlements associated with the Development Plan. The applicant is proceeding at risk on this project and will be responsible for 100% of the cost associated with the project. No site plans or permits shall be submitted, reviewed, or approved until City staff, TDOT staff, and the Board of Mayor and Aldermen have approved the realignment. The applicant shall be required to reserve the future right-of-way, slope easement and construction easements necessary to accommodate the final alignment of Mack Hatcher.
[Edited By Amy Diaz-Barriga]

Shadow Green Dev Plan_2.6.2017.pdf

11. Envision Franklin

kellyd@franklintn.gov Thank you for providing the elevations of the future Mack Hatcher Parkway grading and where the development is situated.

The applicant shall place a note on the development plan and future final plat(s) that the landscape buffer along Mack Hatcher Parkway shall be replaced if the TDOT extension of Mack Hatcher Parkway requires removal of the landscape buffer.

Planning (Landscape)

General Issues

61. Parking Area

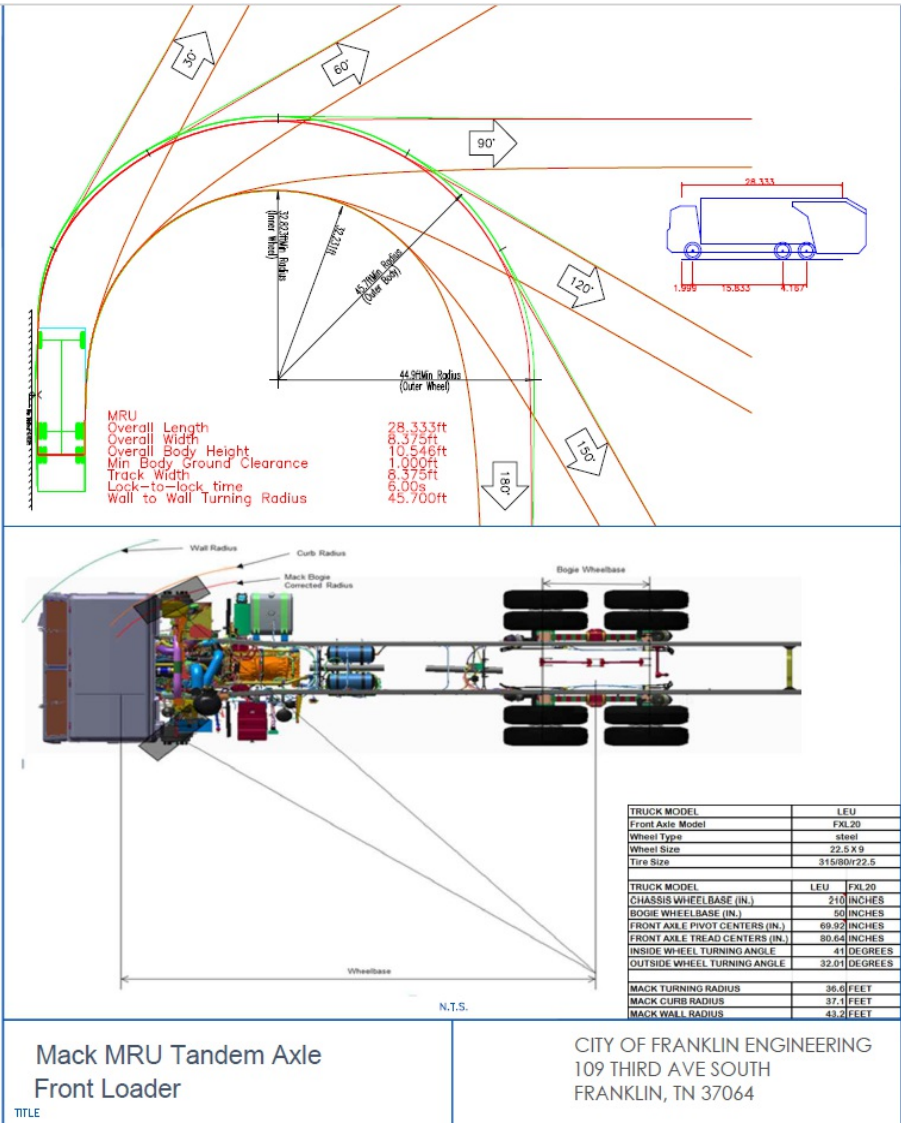
larry.mizell@franklintn.gov The large parking area in the core shall at site plan be redesigned so as to make it look forested and not amass of parking.

Sanitation and Environmental Services

Shadow Green Development Plan 04.06.2017.pdf

60. Solid Waste Service

Please provide a side-loader auto-turn to service the refuse collection points in the plan.
Below are the standard specifications for this type collection truck.



Water/Sewer

General Issues

55. Additional off site utility upgrades

ben.mcneil@franklntn.gov The final layout of the domestic water extension to the north will be finalized at site plan. The extent of the sanitary sewer upgrades will be finalized at site plan stage. This is an advisory comment.
[Edited By Ben Mcneil]

52. Domestic water

ben.mcneil@franklin.tn.gov Applicant did not fully address comment, applicant shall show the domestic water in the street. The water shall maintain 10' separation where at all possible and adequate separation between storm sewer. This comment is in relation to the site plan, but should be evaluated at this stage. Applicant shall make final design and layout at site plan. This is an advisory comment for separation between the utilities.

53. Sanitary sewer

ben.mcneil@franklin.tn.gov Applicant did not fully address comment, Sanitary sewer mains shall maintain centerline of the street. 10' separation shall be maintained between storm sewers, domestic water and sanitary line where at all possible. This is a site plan issue that can be finalized at the site plan stage. This is an advisory comment.

SHADOW GREEN PUD SUBDIVISION DEVELOPMENT PLAN

TAX MAP 090, PARCEL 02800

OWNER

BARBARA HOLT
208 ASHEBORO PLACE
FRANKLIN, TN 37064

DEVELOPER

CLAYTON PROPERITES GROUP, INC.
DBA GOODALL HOMES
393 MAPLE STREET, SUITE 100
GALLATIN, TN 37066
CONTACT: MAVERICK GREEN
EMAIL: mgreen@goodallhomes.com

APPLICANT/ LANDSCAPE ARCHITECT

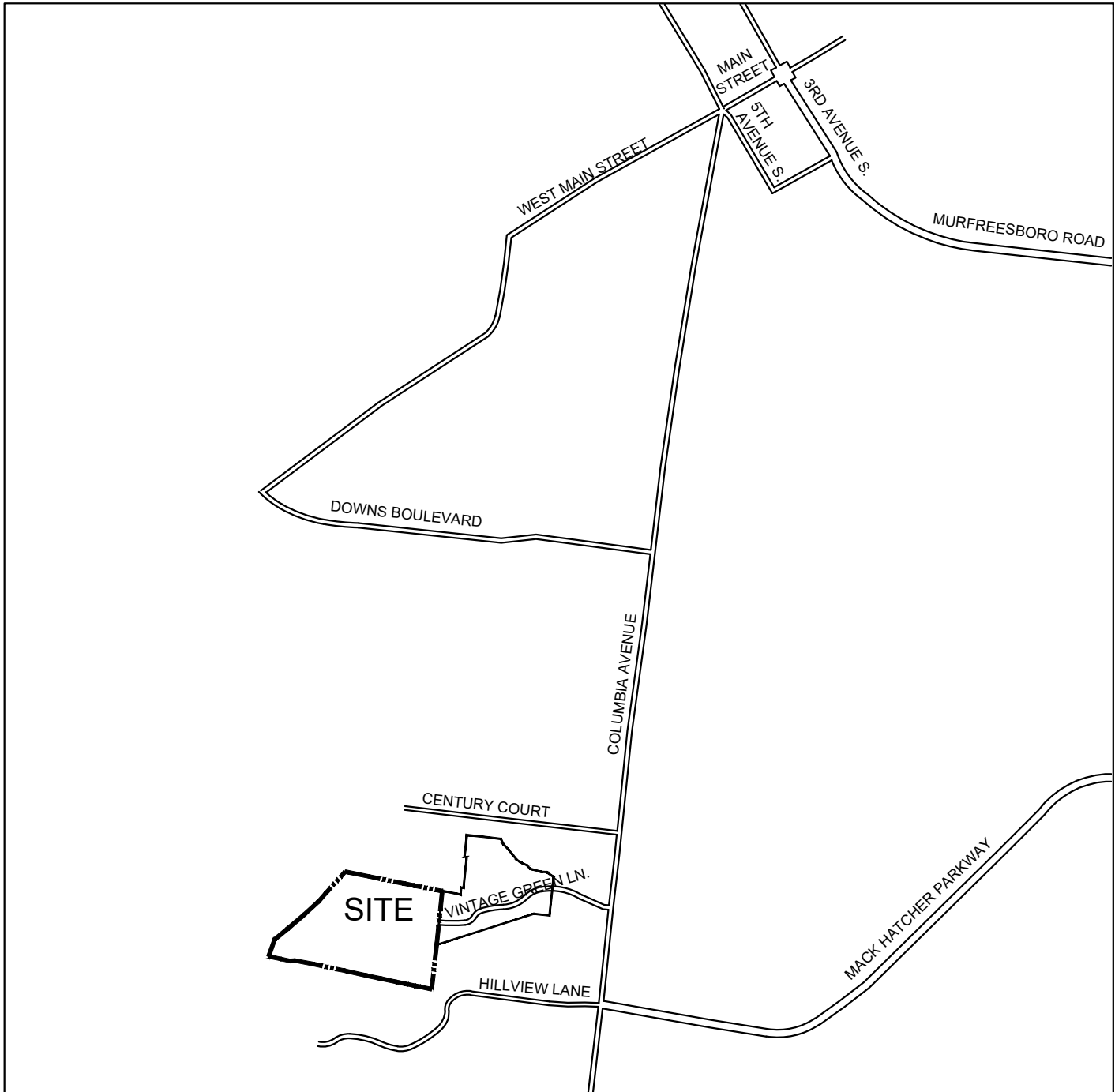
GAMBLE DESIGN COLLABORATIVE, LLC
144 SOUTHEAST PARKWAY, SUITE 200
FRANKLIN TN 37064
CONTACT: GREG GAMBLE, RLA
EMAIL: greggamble209@gmail.com
PHONE: 615.975.5765

CIVIL ENGINEER

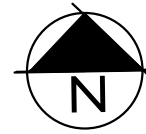
RAGAN-SMITH
315 WOODLAND STREET
NASHVILLE, TN 37206
CONTACT: JACOB VINCENT, P.E.
EMAIL: jvincent@ragansmith.com
PHONE: 615.244.8159

SURVEYOR

BYRD SURVEYING, INC.
230 WEST DUNBAR CAVE ROAD
P.O. BOX 31392
CLARKSVILLE, TN 37040
CONTACT: MIKE PAYNE, RLS
EMAIL: mpayne@byrdsurveying.com
PHONE: 615.733.3131



VICINITY MAP



SCALE 1" = 2000'

5TH CIVIL DISTRICT OF WILLIAMSON COUNTY
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

SHEET INDEX

C 0.0	COVER SHEET
C 1.0	OVERALL EXISTING CONDITIONS
C 1.1	EXISTING CONDITIONS
C 2.0	OVERALL DEVELOPMENT PLAN
C 2.1	TYPICAL ARCHITECTURE
C 2.2	TYPICAL ARCHITECTURE
C 3.0	GRADING AND DRAINAGE PLAN
C 3.1	MACK HATCHER EXHIBIT
C 4.0	OVERALL ROW AND ACCESS PLAN
C 5.0	OVERALL UTILITY PLAN
C 6.0	AUTOTURN EXHIBIT
C 7.0	DETAILS
C 8.0	EXISTING DRAINAGE MAP
C 9.0	PROPOSED DRAINAGE MAP
C 10.0	CROSS SECTION WITH WALL
C 11.0	CROSS SECTION WITH WALL & MACK HATCHER



COF# 6389

MARCH 13, 2017

Revisions

1. April 6, 2017

GDC

GAMBLE
DESIGN COLLABORATIVE

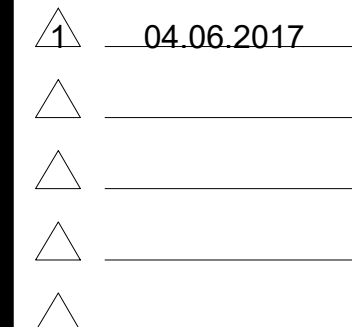
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
greggamble209@gmail.com



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
615.975.5765
greggamble209@gmail.com

ISSUED: MARCH 13, 2017

Revision Date:
04.06.2017



REZONING REQUEST
THE APPLICANT IS SEEKING TO SEPARATE
THE SUBJECT PROPERTY INTO TWO TRACTS
WITH TWO SEPARATE PROPOSED ZONES:

TRACT 1: SHADOW GREEN PUD
36.71 AC. ZONED SD-R (XX)
TRACT 2: REMAINING LANDS
15.84 AC. ZONED ER

SITE DATA:

PROJECT NAME: SHADOW GREEN DEVELOPMENT PLAN
PROJECT NUMBER: 6389
SUBDIVISION: SHADOW GREEN PUD
LOT NUMBER: N/A
ADDRESS: 1152 HILLVIEW LANE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 5TH CIVIL DISTRICT

EXISTING ZONING: LI
PROPOSED ZONING: SD-R (5.0), ER
SD-CO7
CHARACTER AREA OVERLAY: SDCO7
OTHER APPLICABLE OVERLAYS: HHQ, HHQ 500' BUFFER
CONVENTIONAL
ACREAGE OF SITE: 52.54 AC TOTAL
36.71 AC TRACT 1
15.83 AC TRACT 2
FRONT: 10'
SIDE: 0'-6"
REAR: 0'-20'

MINIMUM REQUIRED SETBACK LINES:

OWNER: BARBARA HOLT
ADDRESS: 208 ASHEBORO PLACE
FRANKLIN, TN 37064

APPLICANT: GAMBLE DESIGN COLLABORATIVE
ADDRESS: 144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TN 37064
CONTACT: GREG GAMBLE
PHONE: 615.975.5765
EMAIL ADDRESS: greggamble209@gmail.com

BUILDING SQUARE FOOTAGE: N/A
BUILDING HEIGHT: 3 STORIES
LANDSCAPE SURFACE RATIO: .53 / 14.52 AC PROVIDED
MINIMUM LANDSCAPE SURFACE RATIO: .20 / 5.48 AC REQUIRED
MINIMUM PARKING REQUIREMENT: 406 SPACES
1 BEDROOM = 1.5 SPACES
2 BEDROOM = 2.5 SPACES
3 BEDROOM = 3 SPACES
SEE PARKING CHART C2.0
SEE PARKING CHART C2.0
5.0 DUA
12.25 AC (33% OF TOTAL SITE)
FEES IN LIEU
(35x1200 SF) + (147 x 600 SF) = 130,200 SF

MAXIMUM PARKING LIMIT:
PARKING PROVIDED:
RESIDENTIAL DENSITY:
TREE CANOPY:
PARKLAND (IF APPLICABLE):

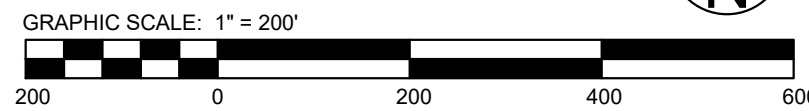
OPEN SPACE:
OPEN SPACE ACREAGE REQUIRED:
FORMAL OPEN SPACE REQUIRED:
INFORMAL OPEN SPACE REQUIRED:

OVERALL DENSITY:
NET DENSITY (MINUS ROW):
NET DENSITY (MINUS ROW AND OVERLAY):
NUMBER OF RESIDENTIAL UNITS BY USE TYPE:

NONRESIDENTIAL SQUARE FOOTAGE:
TOTAL ACREAGE BY USE, ENTIRE SITE:

500' ADJACENT PROPERTY OWNERS:

PARCEL ID	PROPERTY ADDRESS	OWNER	OWNER STREET	CITY	STATE	ZIP	ZONING	CHARACTER AREA	DEV STANDARD
090 00300	COLUMBIA PK	VULCAN LANDS INC	1200 URBAN CENTER DR	BIRMINGHAM	AL	35242-2545	N/A	SOCO-3	NEITHER
090 00301	429 CENTURY CT	SMYRNA READY MIX LLC	4472 HICKORY GROVE RD	MURFREESBORO	TN	37129	LI	SOCO-1	CONVENTIONAL
090 00305	CENTURY CT	FRANKLIN	PO BOX 305	FRANKLIN	TN	37065-0305	LI	SOCO-1	CONVENTIONAL
090 02600	4623 COLUMBIA PK	CITY OF FRANKLIN	P O BOX 305	FRANKLIN	TN	37065-0305	LI	SOCO-1	CONVENTIONAL
090 02607	3064 COLUMBIA AVE	TARGET CORPORATION	P O BOX 9456	MINNEAPOLIS	MN	55440-9456	GC	SOCO-1	CONVENTIONAL
090 02608	COLUMBIA AVE	ASHLEY OUTLOTS LLC	5217 MARYLAND WAY #300	BRENTWOOD	TN	37027	GC	SOCO-1	CONVENTIONAL
090 02609	COLUMBIA AVE	WOLFE FIELDS DEV LLC	808 ANNMARIE CT	BOWLING GREEN	KY	42103	GC	SOCO-1	CONVENTIONAL
090 02618	2000 SHADOW GREEN DR	BEL FRANKLIN LLC	2 INTERNATIONAL PLACE	BOSTON	MA	02110	SD-X	SOCO-1	CONVENTIONAL
090 02800	1152 HILLVIEW LN	HOLT BARBARA	208 ASHEBORO PL	FRANKLIN	TN	37064	LI	SOCO-3	NEITHER
090 03000	1151 HILLVIEW LN	WADE DON N	1151 HILLVIEW LN	FRANKLIN	TN	37064	ER	GC-CO-2	NEITHER
090 03100	1154 HILLVIEW LN	ADKINS 2007 LIVING TRUST	1154 HILLVIEW LN	FRANKLIN	TN	37064	ER	SOCO-3	NEITHER
090 03102	1155 HILLVIEW LN	THOMPSON JOE EDWARD III	1155 HILLVIEW LN	FRANKLIN	TN	37064	ER	GC-CO-2	NEITHER
090 03103	1158 HILLVIEW LN	LATIMER-BILBREY LESLIE	1158 HILLVIEW DR	FRANKLIN	TN	37064	ER	SOCO-3	NEITHER
090 03300	1178 HILLVIEW LN	CUNNINGHAM JAMES J	1178 HILLVIEW LN	FRANKLIN	TN	37064	N/A	SOCO-3	NEITHER
090 03400	1196 HILLVIEW LN	CARR JAMIE K DURARD	1196 HILLVIEW LANE	FRANKLIN	TN	37064	N/A	SOCO-3	NEITHER
090 03600	1208 HILLVIEW LN	MAGID EMILY	1208 HILLVIEW LN	FRANKLIN	TN	37064	N/A	SOCO-3	NEITHER
0906 F 00600	510 VINTAGE GREEN LN	FRANCIS ASHLEY C	510 VINTAGE GREEN LN	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 00700	512 VINTAGE GREEN LN	PAGE RICHARD G	501 SPINNAKER CT	SMYRNA	TN	37167	SD-X	SOCO-7	CONVENTIONAL
0906 F 00800	514 VINTAGE GREEN LN	POSS MIRUKA K	514 VINTAGE GREEN LN	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 00900	516 VINTAGE GREEN LN	LAMMING KIMBERLY	516 VINTAGE GREEN LN	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 01000	507 VINTAGE GREEN LN	FREEMAN DEBORAH A	507 VINTAGE GREEN LN	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 01100	505 VINTAGE GREEN LN	KUYKENDALL PATRICK L JR	505 VINTAGE GREEN LN	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 01400	1600 SHADOW GREEN DR	GRIFFIN SANDRA T	1600 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 01500	1602 SHADOW GREEN DR	HADLEY THOMAS L	1602 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 01600	1604 SHADOW GREEN DR	CANNON JOSEPH J	347 GILLETTE DR	FRANKLIN	TN	37069	SD-X	SOCO-7	CONVENTIONAL
0906 F 01700	1606 SHADOW GREEN DR	HOBGOOD SETH H	1606 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 01800	1608 SHADOW GREEN DR	BARTON ADAM R	1608 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 01900	1610 SHADOW GREEN DR	RATCLIFF GEORGE M	308 WHITE MOSS PLACE	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02000	1612 SHADOW GREEN DR	KILBURN MARLENE A	1612 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02100	1614 SHADOW GREEN DR	HAGER AUDRIN L IV	1614 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02200	1620 SHADOW GREEN DR	ELEFANTE DINO	330 FRANKLIN RD 135-460	BRENTWOOD	TN	37027	SD-X	SOCO-7	CONVENTIONAL
0906 F 02300	1622 SHADOW GREEN DR	MAYNARD CAIN R	1622 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02400	1624 SHADOW GREEN DR	HENRY NICHOLE	1624 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02500	1626 SHADOW GREEN DR	STARK CAROL	1626 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02600	1628 SHADOW GREEN DR	JEPPSEN ZACHARY B	1628 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02700	1630 SHADOW GREEN DR	LAUEINSESE HAZEL S	1630 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02800	1632 SHADOW GREEN DR	SWITH LACEY N	1632 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 02900	1634 SHADOW GREEN DR	JOHNSON BRETT M	1634 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 03000	1636 SHADOW GREEN DR	BUTLER THOMAS W	PO BOX 611323	ROSEMARY BEACH	FL	32461	SD-X	SOCO-7	CONVENTIONAL
0906 F 03100	1637 SHADOW GREEN DR	BELL KATHRYN L	1637 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 03200	1639 SHADOW GREEN DR	BACHMAN A BRENT	1639 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 03300	1641 SHADOW GREEN DR	WALKER JOEL P	1641 SHADOW GREEN DR	FRANKLIN	TN	37064	SD-X	SOCO-7	CONVENTIONAL
0906 F 03400	1701 SHADOW GREEN DR	PARTHENON INV PARTNERS LLC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 F 03500	SHADOW GREEN DR	REAL ESTATE SOLUTIONS GROUP LLC	100 SADDLE SPRINGS BLVD	THOMPSONS STA	TN	37179	SD-X	SOCO-7	CONVENTIONAL
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0906 G 00100	518 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 00200	520 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
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0906 G 00600	528 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 00700	530 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
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0906 G 01000	536 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01100	538 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01200	540 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01300	542 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01400	544 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01500	600 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01600	545 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01700	543 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01800	541 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 01900	539 VINTAGE GREEN LN	CMH PARKS INC	393 MAPLE ST #100	GALLATIN	TN	37066	SD-X	SOCO-7	CONVENTIONAL
0906 G 02000	537 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02100	535 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02200	533 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02300	531 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02400	529 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02500	527 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02600	525 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02700	523 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02800	521 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 02900	519 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 03000	517 VINTAGE GREEN LN	CMH PARKS INC	5000 CLAYTON RD	MARYVILLE	TN	37804	SD-X	SOCO-7	CONVENTIONAL
0906 G 03100	VINTAGE GREEN LN	REAL ESTATE SOLUTIONS GROUP LLC	100 SADDLE SPRINGS BLVD	THOMPSONS STA	TN	37179	SD-X	SOCO-7	CONVENTIONAL
0906 G 03200	VINTAGE GREEN LN	REAL ESTATE SOLUTIONS GROUP LLC	100 SADDLE SPRINGS BLVD	THOMPSONS STA	TN	37179	SD-X	SOCO-7	CONVENTIONAL
0906 G 03300	VINTAGE GREEN LN	REAL ESTATE SOLUTIONS GROUP LLC	100 SADDLE SPRINGS BLVD	THOMPSONS STA	TN	37179	SD-X	SOCO-7	CONVENTIONAL



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MIKE PAYNE, RLS
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230 WEST DUNBAR CAVE ROAD
P.O. BOX 31392
CLARKSVILLE, TN 37040



LEGAL DESCRIPTION:

**TRACT 1
SHADOW GREEN PUD**

BEING A TRACT OF LAND LYING IN THE 9TH CIVIL DISTRICT, CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE AND BEING GENERALLY BOUNDED ON THE NORTH BY THE CITY OF FRANKLIN, TENNESSEE, PROPERTY OF RECORD IN DEED BOOK 2123, PAGE 124, REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE (R.O.W.C.T.), THE SAME BEING A PORTION OF LOT 2 OF PLAN ENTITLED "REVISION 3, RESUBDIVISION OF LOTS 2 AND 4, METRO READY MIX," OF RECORD IN PLAT BOOK P38, PAGE 93, R.O.W.C.T.; ON THE EAST BY PLAN ENTITLED "THROUGH THE GREEN PUD SUBDIVISION, SECTION 2, LOTS 9-51" OF RECORD IN PLAT BOOK P38, PAGE 70, R.O.W.C.T. AND PLAN ENTITLED "PARKWAY COMMONS" OF RECORD IN PLAT BOOK P37, PAGE 39, R.O.W.C.T.; ON THE SOUTH BY THE REMAINING BARBARA HOLT, EXECUTOR PROPERTY OF RECORD IN DEED BOOK 4820, PAGE 813, R.O.W.C.T.; ON THE WEST BY THE EMILY MAGID PROPERTY OF RECORD IN DEED BOOK 1485, PAGE 61 (TRACT 1), R.O.W.C.T. AND VULCAN LANDS, INC. PROPERTY OF RECORD IN DEED BOOK 1945, PAGE 143, R.O.W.C.T. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON AN IRON PIN (SET) IN THE SOUTHERLY LINE OF THE CITY OF FRANKLIN, TENNESSEE PROPERTY, THE SAME BEING A PORTION OF LOT 2 OF PLAN ENTITLED "REVISION 3, RESUBDIVISION OF LOTS 2 AND 4, METRO READY MIX," THE NORTHWEST CORNER OF THE PLAN ENTITLED "THROUGH THE GREEN PUD SUBDIVISION, SECTION 2, LOTS 9-51" AND BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT OF LAND;

THENCE, LEAVING, SAID SOUTHERLY LINE OF THE CITY OF FRANKLIN, TENNESSEE PROPERTY, THE SAME BEING A PORTION OF LOT 2 OF PLAN ENTITLED "REVISION 3, RESUBDIVISION OF LOTS 2 AND 4, METRO READY MIX" WITH THE WESTERLY LINE OF THE PLAN ENTITLED "THROUGH THE GREEN PUD SUBDIVISION, SECTION 2, LOTS 9-51" SOUTH 05 DEGREES 45 MINUTES 35 SECONDS WEST, 710.34 FEET TO AN IRON PIN (SET) AT THE NORTHWEST CORNER OF THE PLAN ENTITLED "PARKWAY COMMONS";

THENCE, WITH THE WESTERLY LINE OF SAID PLAN ENTITLED "PARKWAY COMMONS"; SOUTH 06 DEGREES 24 MINUTES 03 SECONDS WEST, 400.10 FEET TO THE APPROXIMATE SOUTHERLY RIGHT-OF-WAY OF MACK HATCHER BY-PASS (ROADWAY UNDER DESIGN AT THIS TIME);

THENCE, WITH A NEW LINE THROUGH THE BARBARA HOLT PROPERTY AND BEING THE APPROXIMATE SOUTHERLY RIGHT-OF-WAY OF MACK HATCHER BY-PASS (ROADWAY UNDER DESIGN AT THIS TIME) THE FOLLOWING THREE CALLS:

1. NORTH 71 DEGREES 18 MINUTES 55 SECONDS WEST, 1256.52 FEET;
2. ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 570.38 FEET, A RADIUS OF 3100.00 FEET, A DELTA OF 10 DEGREES, 32 MINUTES 31 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 66 DEGREES 02 MINUTES 39 SECONDS WEST, 569.58 FEET;
3. NORTH 40 DEGREES 46 MINUTES 23 SECONDS WEST, 123.63 FEET TO A 5/8" IRON PIN (SET) WITH CAP STAMPED "DE ASSOCIATES" AT THE SOUTHEAST CORNER OF VULCAN LANDS, INC.;

THENCE, WITH THE EASTERLY LINE OF MAGID THE FOLLOWING THREE BEARINGS AND DISTANCES:

1. NORTH 49 DEGREES 32 MINUTES 17 SECONDS EAST, 157.42 FEET TO AN IRON PIN (SET);
2. NORTH 47 DEGREES 23 MINUTES 27 SECONDS EAST, 258.78 FEET TO AN IRON PIN (SET);
3. NORTH 40 DEGREES 46 MINUTES 23 SECONDS WEST, 123.63 FEET TO A 5/8" IRON PIN (SET) WITH CAP STAMPED "DE ASSOCIATES" AT THE SOUTHEAST CORNER OF VULCAN LANDS, INC.;

THENCE, WITH THE EASTERLY AND SOUTHERLY LINES OF VULCAN LANDS, INC. THE FOLLOWING TWO BEARINGS AND DISTANCES:

1. NORTH 42 DEGREES 08 MINUTES 38 SECONDS EAST, 383.61 FEET TO A 5/8" IRON PIN (SET) WITH CAP STAMPED "DE ASSOCIATES";
2. SOUTH 78 DEGREES 27 MINUTES 56 SECONDS EAST, 372.83 FEET TO AN 1" IRON PIPE (SET) AT THE SOUTHWESTERLY CORNER OF SAID CITY OF FRANKLIN, TENNESSEE PROPERTY, THE SAME BEING A PORTION OF LOT 2 OF PLAN ENTITLED "REVISION 3, RESUBDIVISION OF LOTS 2 AND 4, METRO READY MIX";



SITE DATA:	
PROJECT NAME:	SHADOW GREEN DEVELOPMENT PLAN
PROJECT NUMBER:	6389
SUBDIVISION:	SHADOW GREEN PUD
LOT NUMBER:	N/A
ADDRESS:	1152 HILLVIEW LANE
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	5TH CIVIL DISTRICT
EXISTING ZONING:	LI
PROPOSED ZONING:	SD-R (5.0), ER
CHARACTER AREA OVERLAY:	SOC07
OTHER APPLICABLE OVERLAYS:	HHO, HHO 500' BUFFER
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
ACREAGE OF SITE:	52.54 AC TOTAL 38.71 AC TRACT 1 15.83 AC TRACT 2
MINIMUM REQUIRED SETBACK LINES:	FRONT: 10' SIDE: 0'-6" REAR: 0'-20'
OWNER:	BARBARA HOLT
ADDRESS:	208 ASHEBORO PLACE FRANKLIN, TN 37064
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064
CONTACT:	GREG GAMBLE
PHONE:	615.975.5765
EMAIL ADDRESS:	greggamble200@gmail.com
BUILDING SQUARE FOOTAGE:	N/A
BUILDING HEIGHT:	3 STORIES
LANDSCAPE SURFACE RATIO:	.53 / 14.52 AC PROVIDED
MINIMUM LANDSCAPE SURFACE RATIO:	.20 / 5.48 AC REQUIRED
MINIMUM PARKING REQUIREMENT:	406 SPACES 1 BEDROOM = 1.5 SPACES 2 BEDROOM = 2.5 SPACES 3 BEDROOM = 3 SPACES SEE PARKING CHART C2.0
MAXIMUM PARKING LIMIT:	SEE PARKING CHART C2.0
PARKING PROVIDED:	5.0 DUA
RESIDENTIAL DENSITY:	12.25 AC (33% OF TOTAL SITE)
TREE CANOPY:	FEES IN LIEU (35x1200 SF) + (147 x 600 SF) = 130,200 SF
PARKLAND (IF APPLICABLE):	
OPEN SPACE:	
OPEN SPACE ACREAGE REQUIRED:	15% (4.11 AC)
FORMAL OPEN SPACE REQUIRED:	34% (1.40 AC)
INFORMAL OPEN SPACE REQUIRED:	66% (2.71 AC)
OVERALL DENSITY:	5.0 DUA
NET DENSITY (MINUS ROW):	6.64 DUA
NET DENSITY (MINUS ROW AND OVERLAY):	12.10 UNITS/AC
NUMBER OF RESIDENTIAL UNITS BY USE TYPE:	22 TOWN HOMES 10 BIG HOUSE BUILDINGS (16 CONDOS EACH) 6 1-BEDROOM CONDOS PER BIG HOUSE 10 2-BEDROOM CONDOS PER BIG HOUSE
NONRESIDENTIAL SQUARE FOOTAGE:	N/A
TOTAL ACREAGE BY USE, ENTIRE SITE:	15.55 AC OPEN SPACE 9.42 AC ROW 11.74 AC RESIDENTIAL LOTS

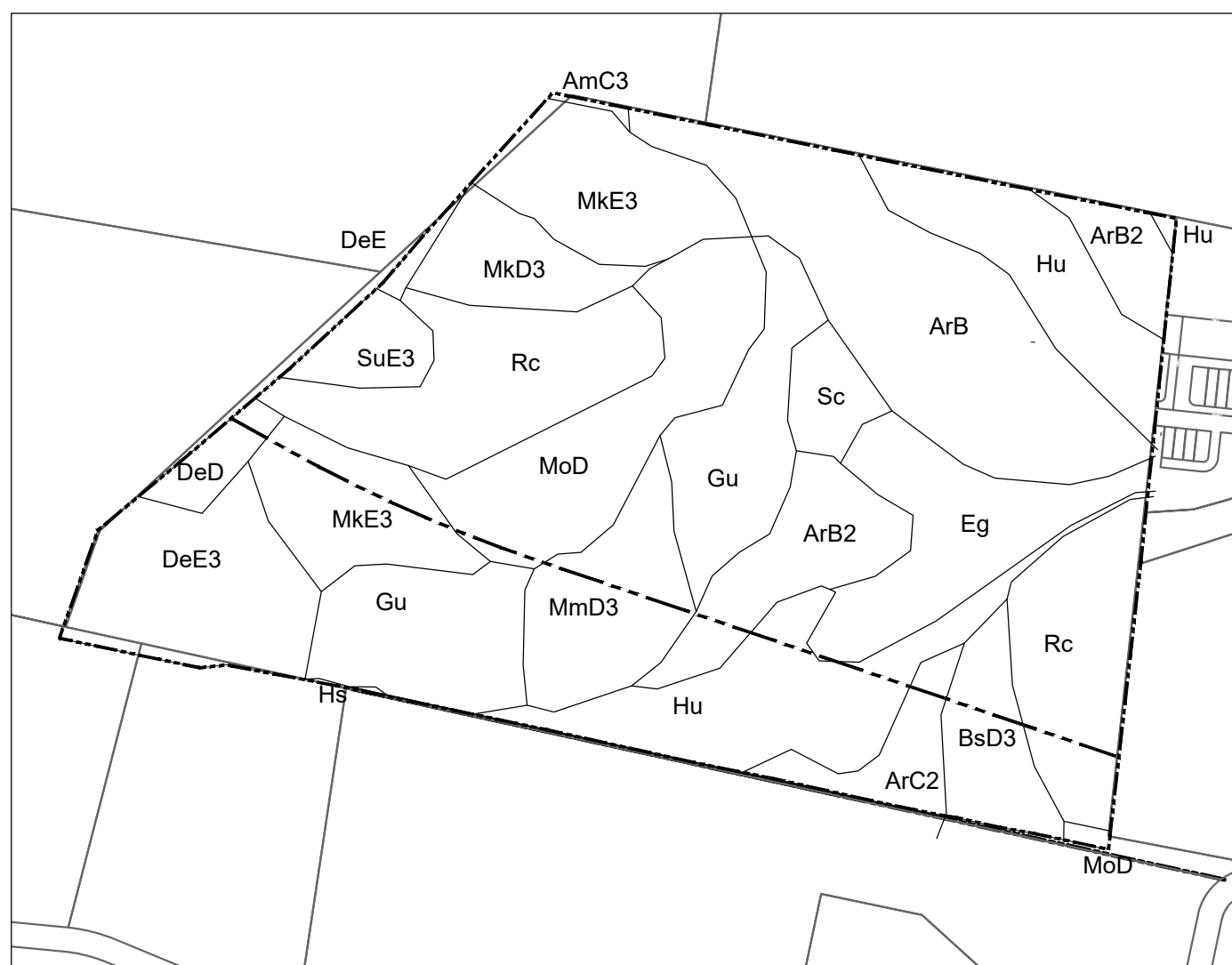
EXISTING TREE CANOPY

TRACT 1 OVERALL AREA = 1,642,647 SF, 37.71 AC			
TREE AREA	EXISTING	REMOVED	RETAINED
TREE A	507,014 SF	124,030 SF	382,984 SF
TREE B	26,377 SF	1,364 SF	25,013 SF
TOTAL SF	533,391 SF	125,394 SF	407,997 SF
TOTAL ACRES	12.25 AC	2.88 AC	9.37 AC
TREE CANOPY DATA:			
TOTAL EXISTING TREE CANOPY: 533,391 (33% OF TRACT 1)			
REQUIRED CANOPY PRESERVATION: 24%			
24% X 12.25 AC TOTAL CANOPY = 128,868 SF, 2.94 AC			
PROVIDED TREE CANOPY PRESERVATION: 407,997 SF, 9.37 AC			
(76% OF EXISTING CANOPY)			

SPECIMEN TREES

Point	Description	Status	Point	Description	Status
1	30" HACKBERRY	TRACT 2	61	24" WALNUT	ROW
2	30" WHITE OAK	TRACT 2	62	26" WALNUT	ROW
3	24" HICKORY	TRACT 2	63	26" LOCUST	ROW
4	24" WHITE OAK	TRACT 2	64	24" BOX ELDER	REMOVED
5	30" WHITE OAK	TRACT 2	65	28" HACKBERRY	REMOVED
6	26" WHITE OAK	TRACT 2	66	28" ELM	TRACT 2
7	24" BEECH	TRACT 2	67	29" WHITE OAK	TRACT 2
8	30" WHITE OAK	TRACT 2	68	29" WHITE OAK	ROW
9	28" WHITE OAK	TRACT 2	69	31" WHITE OAK	ROW
10	27" WHITE OAK	TRACT 2	70	40" ASH	ROW
11	26" BEECH	TRACT 2	71	27" WHITE OAK	ROW
12	26" HICKORY	TRACT 2	72	25" WHITE OAK	ROW
13	26" HICKORY	TRACT 2	73	25" RED OAK	ROW
14	23" WHITE OAK	ROW	74	26" WHITE OAK	ROW
15	23" WHITE OAK	ROW	75	24" WHITE OAK	ROW
16	30" WHITE OAK	ROW	76	25" RED OAK	ROW
17	42" RED OAK	TRACT 2	77	24" WHITE OAK	ROW
18	48" RED OAK	TRACT 2	78	24" WHITE OAK	ROW
19	29" RED OAK	TRACT 2	79	25" WHITE OAK	ROW
20	29" RED OAK	TRACT 2	80	28" WHITE OAK	ROW
21	24" WHITE OAK	TRACT 2	81	40" TWIN WHITE OAK	ROW
22	46" RED OAK	TRACT 2	82	24" WHITE OAK	ROW
23	40" POPLAR	TRACT 2	83	24" WHITE OAK	ROW
24	26" HACKBERRY	TRACT 2	84	28" WHITE OAK	ROW
25	26" HACKBERRY	TRACT 2	85	25" WHITE OAK	ROW
26	24" WALNUT	TRACT 2	86	24" WHITE OAK	ROW
27	24" BEECH	TRACT 2	87	26" WHITE OAK	ROW
28	30" CRAB APPLE	TRACT 2	88	36" WHITE OAK	ROW
29	25" BEECH	TRACT 2	89	26" ASH	ROW
30	30" HACKBERRY	TRACT 2	90	42" WHITE OAK	ROW
31	25" HACKBERRY	ROW	91	25" WHITE OAK	ROW
32	35" WALNUT	ROW	92	35" WHITE OAK	ROW
33	26" BEECH	TRACT 2	93	45" WHITE OAK	ROW
34	28" HACKBERRY	TRACT 2	94	27" WHITE OAK	ROW
35	25" HACKBERRY	TRACT 2	95	24" ASH	ROW
36	24" LOCUST	REMOVED	96	30" WHITE OAK	ROW
37	57" DOUBLE ASH	REMOVED	97	27" ASH	ROW
38	30" WALNUT	TRACT 2	98	25" WHITE OAK	ROW
39	25" WHITE OAK	TRACT 2	99	26" WHITE OAK	ROW
40	36" HACKBERRY	TRACT 2	100	24" WALNUT	ROW
41	32" HACKBERRY	TRACT 2	101	24" WHITE OAK	ROW
42	28" HACKBERRY	TRACT 2	102	26" ASH	REMOVED
43	24" WALNUT	TRACT 2	103	30" WHITE OAK	REMOVED
44	26" HACKBERRY	TRACT 2	104	25" WHITE OAK	ROW
45	32" HACKBERRY	TRACT 2	105	26" WHITE OAK	ROW
46	40" LOCUST	TRACT 2	106	24" HICKORY	REMOVED
47	24" WALNUT	TRACT 2	107	25" WHITE OAK	REMOVED
48	25" WALNUT	TRACT 2	108	30" WHITE OAK	ROW
49	25" HACKBERRY	TRACT 2	109	28" SUGAR MAPLE	REMOVED
50	25" LOCUST	TRACT 2	110	26" WHITE OAK	REMOVED
51	26" LOCUST	TRACT 2	111	24" CEDAR	ROW
52	32" LOCUST	TRACT 2	112	25" CEDAR	ROW
53	30" HACKBERRY	TRACT 2	113	26" CEDAR	ROW
54	24" LOCUST	TRACT 2	114	30" HACKBERRY	ROW
55	25" WALNUT	TRACT 2			
56	27" WALNUT	TRACT 2			
57	25" HACKBERRY	TRACT 2			

*ROW DENOTES TREES LOCATED IN FUTURE ROWS OF
MACK HATCHER AND THE CONNECTOR ROAD



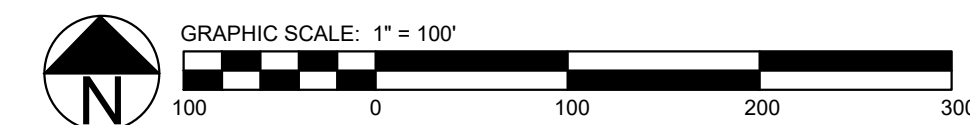
SOILS:

AmC3: ARMOUR CHERTY SILTY CLAY LOAM, 5-12% SLOPES, SEVERELY ERODED
ArB: ARMOUR SILT LOAM, 2-5% SLOPES, ERODED
ArC2: ARMOUR SILT LOAM, 2-5% SLOPES, ERODED
ArC3: ARMOUR SILT LOAM, 5-12% SLOPES, ERODED
BdD3: BRATTON CHERTY SILTY CLAY LOAM, 12-30% SLOPES, SEVERELY ERODED
DnD: DELLROSE CHERTY SILT LOAM, 12-30% SLOPES
DeE: DELLROSE CHERTY SILT LOAM, 20-30% SLOPES, SEVERELY ERODED
Eg: EGAM SILT LOAM, PHOSPHATE
Gu: GULLIED LAND
Hu: HUNTINGTON CHERTY SILT LOAM, PHOSPHATIC
Hu: HUNTINGTON SILT LOAM, PHOSPHATIC
MkD3: MIMOSA CHERTY SILTY CLAY, 10-20% SLOPES, SEVERELY ERODED
MkE3: MIMOSA CHERTY SILTY CLAY, 20-30% SLOPES, SEVERELY ERODED
MmD3: MIMOSA SILTY CLAY, 10-20% SLOPES, SEVERELY ERODED
MoD: MIMOSA AND ASHWOOD VERY ROCK SOILS, 5-20% SLOPES
Rc: ROCKLAND
Sc: SEES SILTY CLAY LOAM
SuE3: SULPHURA CHERTY SILT LOAM, 20-50% SLOPES, SEVERELY ERODED

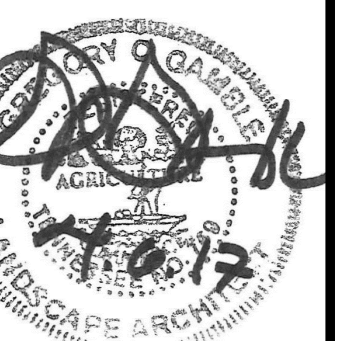
MINERAL RIGHTS:
NO THIRD PARTY MINERAL RIGHTS ARE ASSOCIATED WITH THIS PROPERTY

SLOPE ANALYSIS KEY:

- 14%-19% SLOPES
- 20% AND GREATER SLOPES



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GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamble200@gmail.com
615.975.5765

ISSUED: MARCH 13, 2017

Revision Date:

- 04.06.2017



PHASING	
6 PHASES ARE PROPOSED:	
PHASE 1:	22 TOWN HOMES
PHASE 2:	1 BIG HOUSE BUILDING
PHASE 3:	1 BIG HOUSE BUILDING
PHASE 4:	2 BIG HOUSE BUILDINGS
PHASE 5:	2 BIG HOUSE BUILDINGS
PHASE 6:	3 BIG HOUSE BUILDINGS

OPEN SPACE REQUIREMENT CHART

MINIMUM OPEN SPACE REQUIREMENT: 15%
15% * 27.42 AC (TOTAL AREA MINUS RESERVED R.O.W.s) = 4.11 AC / 179,032 SF
NOTE: 34% OF OPEN SPACE IS FORMAL = 1.40 AC / 60,984 SF
66% OF OPEN SPACE IS INFORMAL = 2.71 AC / 118,048 SF

KEY	CLASSIFICATION	TYPE	AREA (SF)
101	FORMAL	POOL / AMENITY	45,055
102	FORMAL	PARK	19,242
103	INFORMAL	PRESERVATION	318,195
103	INFORMAL	PARK	297,459

TREE CANOPY RETENTION

TRACT 1			
OVERALL AREA = 1,642,647 SF, 37.71 AC			
TREE AREA	EXISTING	REMOVED	RETAINED
TREE A	507,014 SF	124,030 SF	382,984 SF
TREE B	26,377 SF	1,364 SF	25,013 SF

TOTAL SF	533,391 SF	125,394 SF	407,997 SF
TOTAL ACRES	12.25 AC	2.88 AC	9.37 AC

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY: 533,391 (33% OF TRACT 1)
REQUIRED CANOPY PRESERVATION: 24%
24% X 12.25 AC TOTAL CANOPY = 128,066 SF, 2.94 AC
PROVIDED TREE CANOPY PRESERVATION: 407,997 SF, 9.37 AC
(76% OF EXISTING CANOPY)

PROVIDED PARKING

REQUIRED:
1 BEDROOM = 1.5 SPACES
2 BEDROOM = 2.5 SPACES
3 BEDROOM = 3 SPACES

TOWN HOME:

TOTAL UNITS: 22
REQUIRED SPACES PER UNIT: 3
TOTAL REQUIRED SPACES: 66

BIG HOUSE:

TOTAL BUILDINGS: 10
TOTAL UNITS: 16 UNITS PER BUILDING
6 1-BEDROOM CONDOS, 10 2-BEDROOM CONDOS
REQUIRED SPACES PER BUILDING: 34 SPACES
1.5 SPACES X 6 = 9
2.5 SPACES X 10 = 25
TOTAL REQUIRED SPACES: 340

TOTAL REQUIRED PARKING: 406 SPACES
TOTAL PROVIDED PARKING: 431 SPACES
TOWN HOME GARAGE: 22
TOWN HOME TANDEN SPACES: 33 (20' MINIMUM LENGTH)
BIG HOUSE GARAGE: 60
BIG HOUSE TANDEN SPACES: 60 (20' MINIMUM LENGTH)
OFF-STREET PARKING: 179
ON-STREET PARKING: 77
TOTAL MAXIMUM PARKING LIMIT: 447 (10% OF REQUIRED)

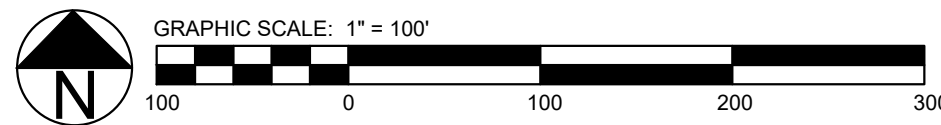
*NOTE: SIDEWALKS ADJACENT TO ON-STREET PARKING ARE 7' WIDTH

KEY

TREE PRESERVATION AREA

14%-19% SLOPES

20% AND GREATER SLOPES



LOCAL COMPATIBILITY

THE DEVELOPMENT AREA IS A COMPACT SECTION OF THE PROPERTY BOUND BY FUTURE MACK HATCHER PARKWAY AND HHO OVERLAYS WHICH CREATES A NATURAL BUFFER TO ADJACENT PROPERTIES. THIS DEVELOPMENT UTILIZES THE SAME TOWN HOME DEVELOPMENT PATTERN AS THE NEIGHBORS TO THE EAST.

DESIGN CONCEPT

DESIGNED AS AN EXTENSION OF THE EXISTING SHADOW GREEN TOWN HOME COMMUNITY, THIS DEVELOPMENT PLAN INCLUDES THE ADDITION OF A "BIG HOUSE" STYLE RESIDENTIAL BUILDING AND AN AMENITY CENTER POOL FOR USE BY THE RESIDENTS OF THIS DEVELOPMENT AND THE EXISTING SHADOW GREEN COMMUNITY. WALKING TRAILS AND SIDEWALKS WILL CONNECT BACK INTO THROUGH THE GREEN WHICH PROMOTES RESIDENTIAL CONNECTIVITY.

ALL ATTACHED DWELLINGS ARE IN THE FORM OF TOWN HOMES AND "BIG HOUSE" BUILDINGS WHERE MULTIPLE DWELLING UNITS RESEMBLE DETACHED RESIDENTIAL.

MACK HATCHER PARKWAY IS THE LIMIT OF THE PROPOSED DEVELOPMENT AREA.

SITE DATA:

PROJECT NAME: SHADOW GREEN DEVELOPMENT PLAN
PROJECT NUMBER: 6389
SUBDIVISION: SHADOW GREEN PUD
LOT NUMBER: N/A
ADDRESS: 1152 HILLVIEW LANE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 5TH CIVIL DISTRICT

EXISTING ZONING: LI
PROPOSED ZONING: SD-R (5.0), ER
CHARACTER AREA OVERLAY: SOCC07
OTHER APPLICABLE OVERLAYS: HHO, HHO 500' BUFFER
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
ACREAGE OF SITE: 52.54 AC TOTAL
36.71 AC TRACT 1
15.83 AC TRACT 2

MINIMUM REQUIRED SETBACK LINES:
FRONT: 10'
SIDE: 0'-6"
REAR: 0'-20'

OWNER: BARBARA HOLT
ADDRESS: 206 ASHEBORO PLACE
FRANKLIN, TN 37064

APPLICANT: GAMBLE DESIGN COLLABORATIVE
ADDRESS: 144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TN 37064
GREG GAMBLE
615.975.5765
greggambles209@gmail.com

CONTACT: GREG GAMBLE
PHONE: 615.975.5765
EMAIL ADDRESS: greggambles209@gmail.com

BUILDING SQUARE FOOTAGE: N/A
BUILDING HEIGHT: 3 STORIES
LANDSCAPE SURFACE RATIO: 53 / 14.52 AC PROVIDED
MINIMUM LANDSCAPE SURFACE RATIO: 20 / 5.48 AC REQUIRED
MINIMUM PARKING REQUIREMENT: 406 SPACES
1 BEDROOM = 1.5 SPACES
2 BEDROOM = 2.5 SPACES
3 BEDROOM = 3 SPACES
SEE PARKING CHART C2.0
SEE PARKING CHART C2.0
5.0 DUA
12.25 AC (33% OF TRACT 1)
FEES IN LIEU
(35x1200 SF) + (147 x 600 SF) = 130,200 SF

OPEN SPACE:
OPEN SPACE ACREAGE REQUIRED: 15% (4.11 AC)
FORMAL OPEN SPACE REQUIRED: 34% (1.40 AC)
INFORMAL OPEN SPACE REQUIRED: 66% (2.71 AC)

OVERALL DENSITY: 5.0 DUA
NET DENSITY (MINUS ROW): 6.64 DUA
NET DENSITY (MINUS ROW AND OVERLAY): 12.10 UNITS/AC
NUMBER OF RESIDENTIAL UNITS BY USE TYPE: 22 TOWN HOMES
10 BIG HOUSE BUILDINGS (16 CONDOS EACH)
6 1-BEDROOM CONDOS PER BIG HOUSE
10 2-BEDROOM CONDOS PER BIG HOUSE

NONRESIDENTIAL SQUARE FOOTAGE: N/A
TOTAL ACREAGE BY USE, ENTIRE SITE: 15.55 AC OPEN SPACE
9.42 AC ROW
11.74 AC RESIDENTIAL LOTS

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN WATER SERVICES. THE WATER MAIN IS LOCATED ALONG THE EASTERN PROPERTY BOUNDARY.
182 UNITS * 350 GPD = 63,700 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN WILL CONNECT ALONG THE EASTERN PROPERTY BOUNDARY.

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

STREET NETWORK
THE PROPOSED EXTENSION OF MACK HATCHER PARKWAY IS SHOWN TRaversing THIS PROPERTY, AND THIS ALIGNMENT PLAYED A LARGE ROLE IN THE DEVELOPMENT OF THE MASTER PLAN DESIGN. AS A PART THIS PUD, GOODALL HOMES INITIATED A STUDY OF THE MACK HATCHER ALIGNMENT BY CDM SMITH, WHICH AS BEEN ACCEPTED BY TDO. THIS FUNCTIONAL ALIGNMENT SERVES AS THE EDGE OF TEH PUD BOUNDARY AND DIVISION LINE BETWEEN TRACTS 1 AND 2. THE LOCAL ROAD NETWORK FROM THROUGH THE GREEN (VINTAGE GREEN LANE AND SHADOW GREEN DRIVE) EXTEND THROUGH THIS PROPERTY AND EVENTUALLY PROVIDE A CONNECTION TO FUTURE MACK HATCHER PARKWAY, AS DIRECTED BY THE CONNECT FRANKLIN PLAN. THE CDM SMITH STUDY ALSO ESTABLISHED THE LOCATION WHERE THE LOCAL ROAD NETWORK PROPOSED IN TEH SHADOW GREEN PUD COULD CONNECT TO MACK HATCHER, AS A PART OF THE CONSTRUCTION OF THIS PUD, GOODALL HOMES SHALL BE GRADING THIS FUTURE CONNECTION ROAD.

DRAINAGE FACILITIES
A STORM SEWER NETWORK SHALL COLLECT STORMWATER RUNOFF FROM THE STREETS AND OTHER IMPERVIOUS SURFACES. THE WATER SHALL BE TREATED BY USE OF A GREEN INFRASTRUCTURE PRACTICE PRIOR TO DISCHARGE TO A DETENTION FACILITY FOR ATTENUATION. THE SITE SHALL DISCHARGE NEAR THE SOUTHEASTERN CORNER OF THE PROPERTY. POST DEVELOPED PEAK FLOWS SHALL BE REDUCED TO THAT OF PRE-DEVELOPED PEAK FLOWS.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 2.3 MI (900 COLUMBIA AVE.)
NEAREST FIRE STATION: 1.2 MI (STATION NO. 5, 215 NOAH DR.)
NEAREST RECREATIONAL FACILITY: 0.6 MI (WINSTEAD HILL PARK, 4023 COLUMBIA AVE.)

PROJECTED STUDENT POPULATION
182 * 0.23 = 42 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
TOWNHOMES TO BE ROLL OUT TRASH CAN. REFUSE COLLECTION SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE. A DUMPSTER WILL ALSO BE PROVIDED TO SERVE THE BIG HOUSE CONDO UNITS.

RESTRICTIVE COVENANTS
THE SHADOW GREEN PUD WILL JOIN THE EXISTING SHADOW GREEN HOMEOWNERS ASSOCIATION. THE HOA WILL REGULATE ARCHITECTURAL STANDARDS AND MAINTENANCE OF THE COMMUNITY AS WELL AS MAINTAIN ALL COMMON OPEN SPACE, RECREATIONAL AREAS, AND TOWNHOME YARDS.

LAND USE PLAN COMPLIANCE:

CHARACTER AREA OVERLAY: SOCC07
ENVISION FRANKLIN: MIXED RESIDENTIAL / CONSERVATION

THE CURRENT BASE ZONE OF LIGHT INDUSTRIAL IS NOT CONSISTENT WITH THE LAND USE PLAN OR ENVISION FRANKLIN. THE CHARACTER OF THIS AREA SUPPORTS A RESIDENTIAL USE. THE HILLSIDE HHO ZONE AND ROW OF FUTURE MACK HATCHER HAVE CREATED FIRM DEVELOPMENT BOUNDARIES FOR THE RESIDENTIAL DEVELOPMENT.

THE SHADOW GREEN PUD WAS DESIGNED AS AN EXTENSION OF THE SHADOW GREEN TOWNHOME COMMUNITY IN THE THROUGH THE GREEN PUD. THE SAME ARCHITECTURALLY DIVERSE TOWNHOMES CONTINUE INTO THE SHADOW GREEN PUD AND WRAP AROUND THE COMMUNITY'S AMENITY AREA, WHICH WILL INCLUDE A POOL AND CABANA. EXTENDING OUT FROM THIS RING OF TOWNHOMES IS A SERIES OF BIG HOUSE RESIDENTIAL BUILDINGS. DESIGNED TO APPEAR MORE LIKE A LARGE ESTATE HOME. EACH ARCHITECTURALLY DIFFERENT BIG HOUSE BUILDING CONTAINS 1 AND 2 BEDROOM CONDO UNITS. PEDESTRIAN CONNECTIVITY THROUGH THIS DEVELOPMENT AND BACK TO THE ESTABLISHED PEDESTRIAN NETWORK IN THROUGH THE GREEN WAS ALSO A KEY DESIGN ELEMENT.

WHILE THE APPLICANT WAS WORKING THROUGH THIS MASTER PLAN, THE ENVISION FRANKLIN WAS ADOPTED. LABELED AS MIXED RESIDENTIAL, THE DESIGN ELEMENTS REMAIN LARGELY CONSISTENT AND FURTHER ENFORCE THE CONCEPTS OF BEING COMPATIBLE WITH THE EXISTING DEVELOPMENT CHARACTER OF EXISTING STREETS AND NEIGHBORHOODS, SUCH AS THE THROUGH THE GREEN NEIGHBORHOOD. BIG HOUSES ARE PUSHED TO THE EDGE OF THE DEVELOPMENT ADJACENT TO MACK HATCHER, WHICH SERVES AS THE PHYSICAL BOUNDARY FOR MIXED RESIDENTIAL. KEY ELEMENTS SUCH AS ARCHITECTURAL VARIETY, PEDESTRIAN CONNECTIVITY AND HOUSING CHOICE ARE HIGHLIGHTED BY MIXED RESIDENTIAL AND FEATURED IN THIS DEVELOPMENT.

TRACT 2 IS PROPOSED TO BE ZONED ESTATE RESIDENTIAL, WHICH IS TO BE CONSISTENT WITH THE ER PROPERTIES ADJACENT TO IT.



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

SHADOW GREEN PUD SUBDIVISION
DEVELOPMENT PLAN

TAX MAP 90, PARCEL 28
FRANKLIN, TENNESSEE



GAMBLES DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLES
greggambles209@gmail.com
615.975.5765

ISSUED: MARCH 13, 2017

Revision Date:

04.06.2017

SHEET

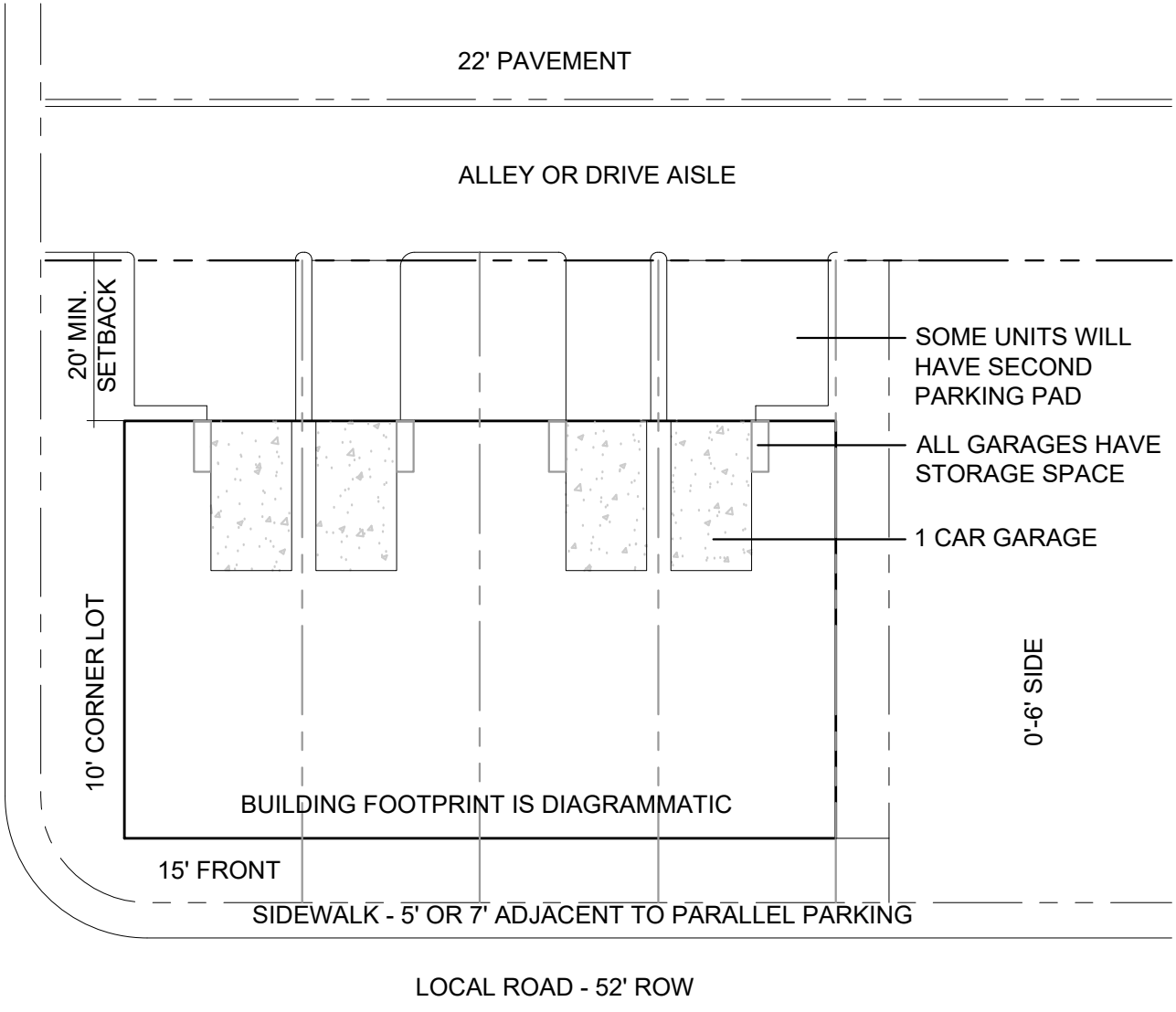
C2.0

OVERALL
DEVELOPMENT
PLAN

COF# 6389



TOWN HOME TYPICAL ARCHITECTURE - IMAGE OF TOWN HOMES IN EXISTING SHADOW GREEN NEIGHBORHOOD

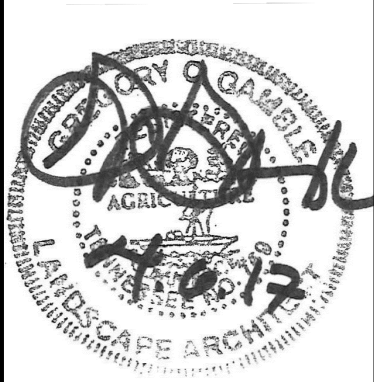


TOWN HOME TYPICAL LOT DIAGRAM

TOWN HOME LOT STANDARDS

TYPICAL SETBACKS:
FRONT: 15'
SIDE: 0'-6", 12' MIN. BETWEEN BUILDINGS
REAR: 20'

PROVIDED PARKING:
1 GARAGE PARKING SPACE PER UNIT
1 DRIVEWAY PARKING SPACE PER UNIT



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ISSUED: MARCH 13, 2017

Revision Date:	
△	04.06.2017
△	
△	
△	
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FRONT ELEVATION - OPTION 1
SCALE: 1/8" = 1'0"



FRONT ELEVATION - OPTION 2
SCALE: 1/8" = 1'0"



FRONT ELEVATION - OPTION 3
SCALE: 1/8" = 1'0"

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

GRADING AND DRAINAGE DATA TABLE
• SITE AREA: 36.7 AC
• IMPERVIOUS AREA: 4.31 AC
• DISTURBED AREA: 17.3 AC
• R_v VALUE: 0.85
• PEAK FLOW RUNOFF
• 2 YEAR: 14 CFS
• 5 YEAR: 21 CFS
• 10 YEAR: 25 CFS
• 25 YEAR: 31 CFS
• 50 YEAR: 35 CFS
• 100 YEAR: 40 CFS

TAX MAP 090, PARCEL 003.03
DEED BOOK 2123, PAGE 124
PLAT BOOK P35, PAGE 93
R.O.W.C.T.

NOTE: THE COMMON BOUNDARY CITY OF FRANKLIN PROPERTY V ESTABLISHED FROM FOUND MOI CALLED FOR IN DEED BOOK 6- 540, R.O.W.C.T.

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LANDSCAPE ARCHITECTS • SURVEYORS

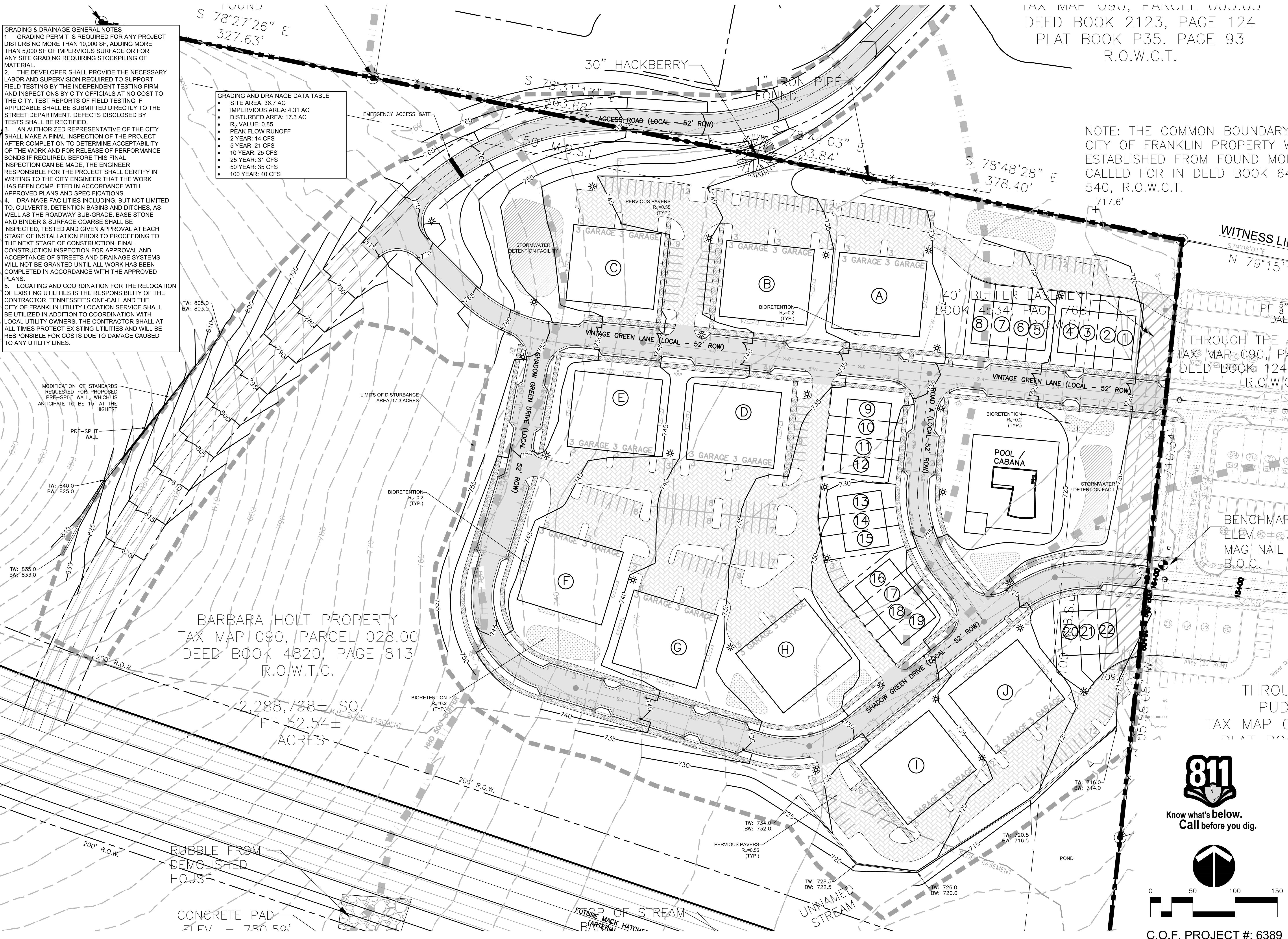
NASHVILLE
1000 BROADWAY, SUITE 200
CHATTANOOGA, TN 37403
(615) 344-8591
www.ragan-smith.com

JACOB F. VINCENT

REGISTERED PROFESSIONAL ENGINEER
No. 00004593
STATE OF TENNESSEE

SHADOW GREEN
FOR
GOODALL HOMES

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE



811

Know what's below.
Call before you dig.

0 50 100 150

Graphic scale bar

C.O.F. PROJECT #: 6389

WK. ORDER	0722	DESIGNED:	MHN	DRAWN:	NLF	SCALE:	1"=50'	DATE:	MARCH 13, 2017
JOB NO.	16155								
GRADING AND DRAINAGE PLAN									
C3.0									

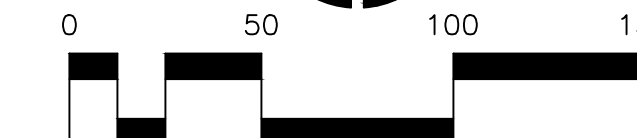
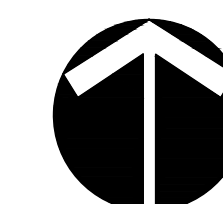


TAX MAP 090, PARCEL 003.00
DEED BOOK 2123, PAGE 124
PLAT BOOK P35, PAGE 93
R.O.W.C.T.

BARBARA HOLT PROPERTY
TAX MAP 090, PARCEL 028.00
DEED BOOK 4820, PAGE 813
R.O.W.T.C.

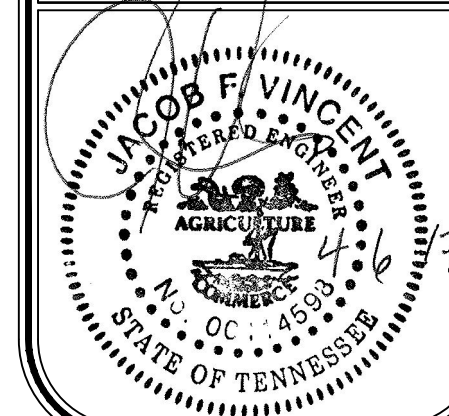


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SHADOW GREEN FOR GOODALL HOMES

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

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MACK HATCHER
EXHIBIT

C3.1

R.O.W. & Access General Notes

1. Prior to beginning any construction, the Developer and/or Contractor, shall obtain all necessary permits as required by law. Such permits may include, but are not limited to, those required by State of Tennessee, Williamson County and other City of Franklin agencies.

2. All off-site work within the public right-of-way shall require an approved traffic control plan which complies with the MUTCD. No off-site excavation may be undertaken in any street, road, alley or right-of-way of any utility or temporary construction easement of the City of Franklin by any entity unless 72-hour notice has been given to the City of Franklin Traffic Operations Center. The contractor shall have an approved traffic control plan onsite during construction.

3. Construction materials shall be fully tested in accordance with the designations and requirements within the referenced "TDOT Standard Specifications" sections, unless otherwise noted within the "Standard Specifications" section of the City of Franklin Transportation & Street Technical Standards.

4. An authorized representative of the City shall make a final inspection of the project after completion to determine acceptability of the work and for release of performance bonds if required. Before this final inspection can be made, the Engineer responsible for the project shall certify in writing to the City Engineer that the work has been completed in accordance with approved plans and specifications.

5. Locating and coordination for the relocation of existing utilities is the responsibility of the contractor. Tennessee's One-Call and the City of Franklin utility location service shall be utilized in addition to coordination with local utility owners. The contractor shall at all times protect existing utilities and will be responsible for costs due to damage caused to any utility lines.

6. All temporary striping shall conform to "Standard Specifications for Road and Bridge Construction," published by TDOT, the latest revision except as herein amended. When approved, temporary striping shall be required prior to the opening of a street for travel where pavement and/or permanent striping cannot be completed due to weather and/or time constraints.

7. Thermoplastic pavement markings should be used on all public and private City street projects. Thermoplastic traffic striping and pavement markings shall conform to Section 716.03 "Thermoplastic Pavement Markings", of the Tennessee Department of Transportation Specifications (TDOT), and to the City of Franklin Transportation & Street Technical Standards.

Shadow Green R.O.W. & Access Data Chart

Daily Trip Generation: 1,058 veh per day
Peak Hour Trip Generation: 66 veh per hour
Traffic Impact Study Required: yes or no
Circulation Plan Required: yes or no

[Street Name] Design Parameters
Franklin Transportation Street Technical Standards Edition: 2014
Design Vehicle:
Design Speed / Posted Speed: 30 mph / 25 mph
Stopping Sight Distance: 200ft
Intersection/Driveway Sight Distance: 200 ft

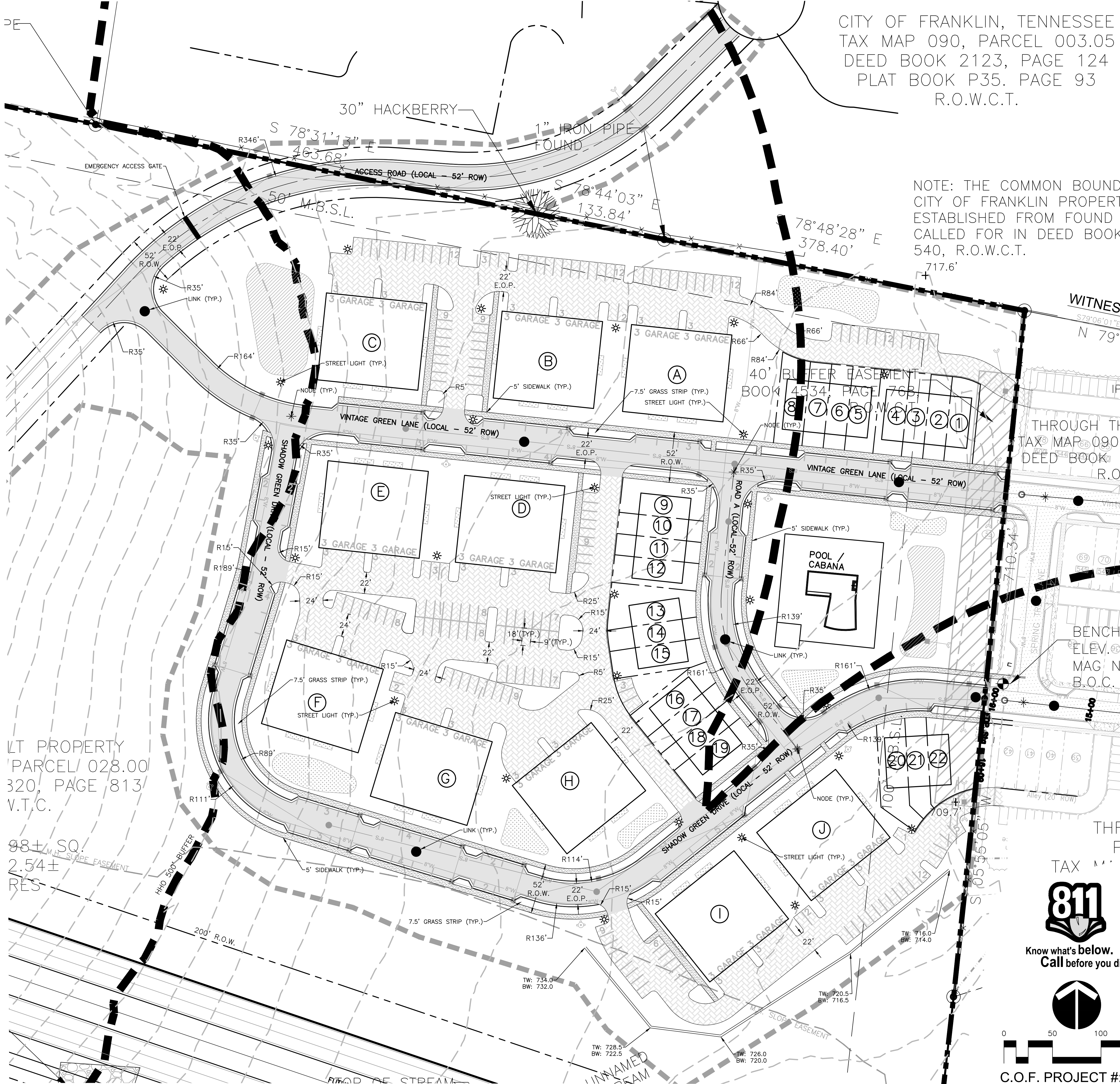
Horizontal Alignment
Min. Centerline Radius: 100 ft
Min. Tangent Between Curves/Intersections: 73 ft
Min. Centerline Arc Length: 158 ft

Vertical Alignment
Min. / Max. Centerline Grade: 1% / 10%
Max. Approach Centerline Grade: 4% for 8 ft
Min. Crest / Sag Curve K-Value: 19 / 37

Access Management
Min. Distance Between Intersection: 318 ft
Min. Distance Between high volume/alleys & Intersections: 130 ft
Min. Distance Between driveway & Intersections: N/A
Driveway Width (two-way): N/A
Driveway Approach Street Configuration: N/A

CONNECTIVITY INDEX

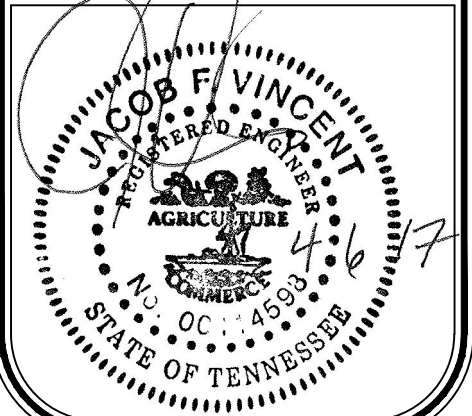
* NODES: 5
● LINKS: 9
9 LINKS / 5 NODES = 1.8
CONNECTIVITY INDEX = 1.8



CITY OF FRANKLIN, TENNESSEE
TAX MAP 090, PARCEL 003.05
DEED BOOK 2123, PAGE 124
PLAT BOOK P35. PAGE 93
R.O.W.C.T.

NOTE: THE COMMON BOUND.
CITY OF FRANKLIN PROPERTY
ESTABLISHED FROM FOUND
CALLED FOR IN DEED BOOK
540, R.O.W.C.T.

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(615) 344-8591



SHADOW GREEN
FOR
GOODALL HOMES
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

WK. ORDER	0722	DESIGNED:	JFV	DRAWN:	MHN	SCALE:	1"=50'	DATE:	MARCH 13, 2017
JOB NO.	16155								
OVERALL ROW AND ACCESS PLAN									
C4.0									

811
Know what's below.
Call before you dig.

0 50 100 150
C.O.F. PROJECT #: 6389

RAGAN • SMITH

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P.O. BOX 60070
NASHVILLE, TN 37206
(615) 244-6559

CHATTANOOGA
1410 COMMERCE SUITE 200
CHATTANOOGA, TN 37408
(423) 429-5663

• www.ragansmith.com •

SHADOW GREEN
FOR
GOODALL HOMES

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

DESIGNED:	JFV	
DRAWN:	MHN	
SCALE:	1"=60'	
DATE:	MARCH 13, 2017	
		04/06/2017 REVISIONS PER CITY COMMENTS
		REVISIONS

AUTOTURN PLAN

C6.0

NOTE: THE COMMON BOUND.
CITY OF FRANKLIN PROPERTY
ESTABLISHED FROM FOUND
CALLED FOR IN DEED BOOK
540, R.O.W.C.T.
717.6'

STANDARDS
PROPOSED
WHICH IS
AT THE
HIGHEST

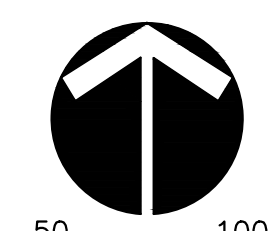
BARBARA HOLT PROPERTY
TAX MAP 090, PARCEL 028.00
DEED BOOK 4820, PAGE 813
R.O.W.T.C.

~~2,288,798 ± SQ.
FT. 52.54 ± M.H. SLOPE
ACRES~~

~~RUBBLE FROM
DEMOLISHED
HOUSE~~

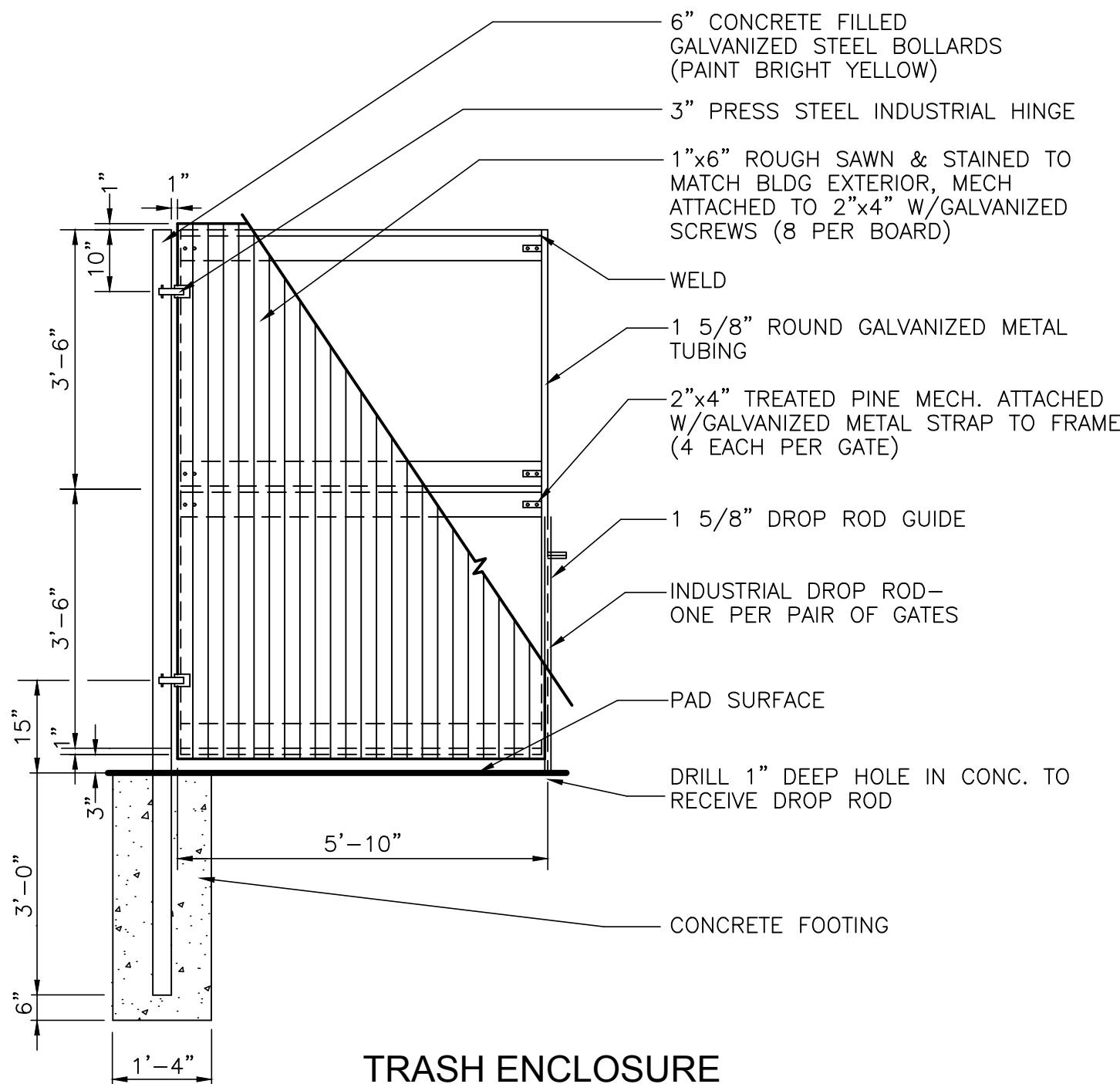


Know what's **below**.
Call before you dig.

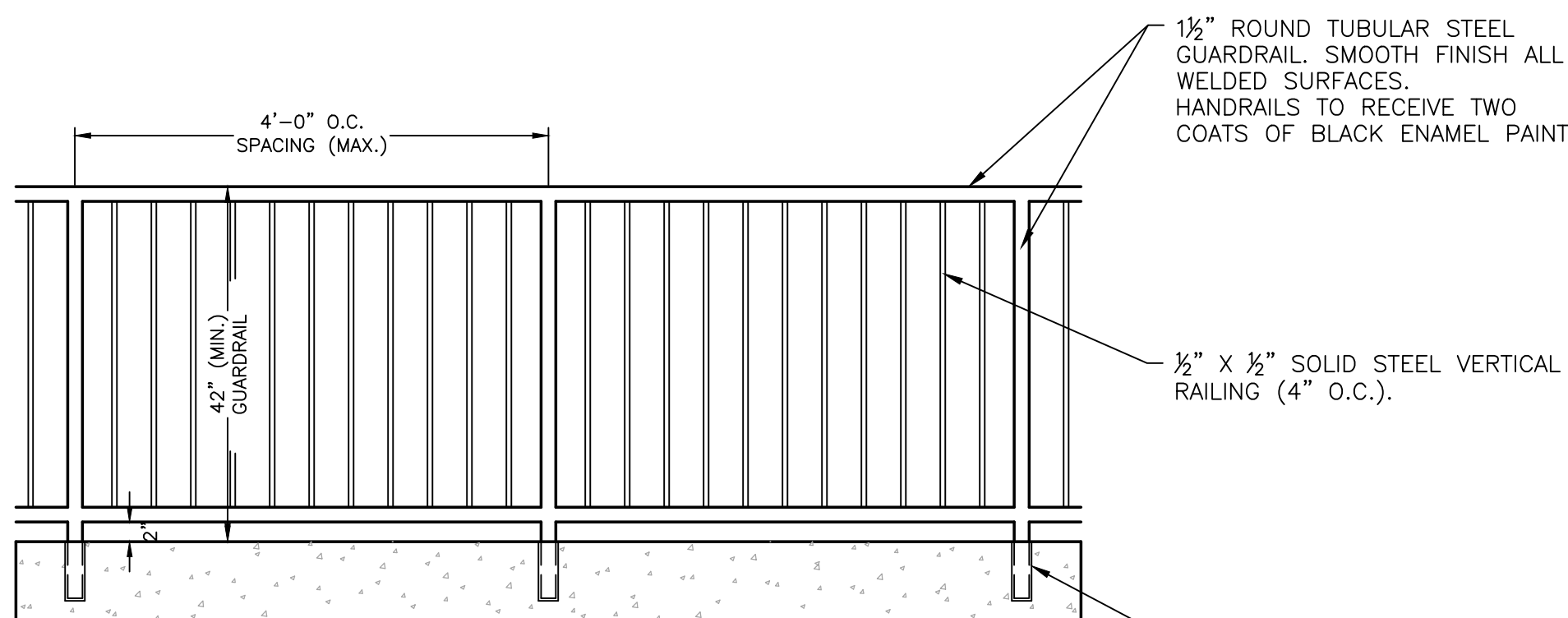


C.O.F. PROJECT #: 6389

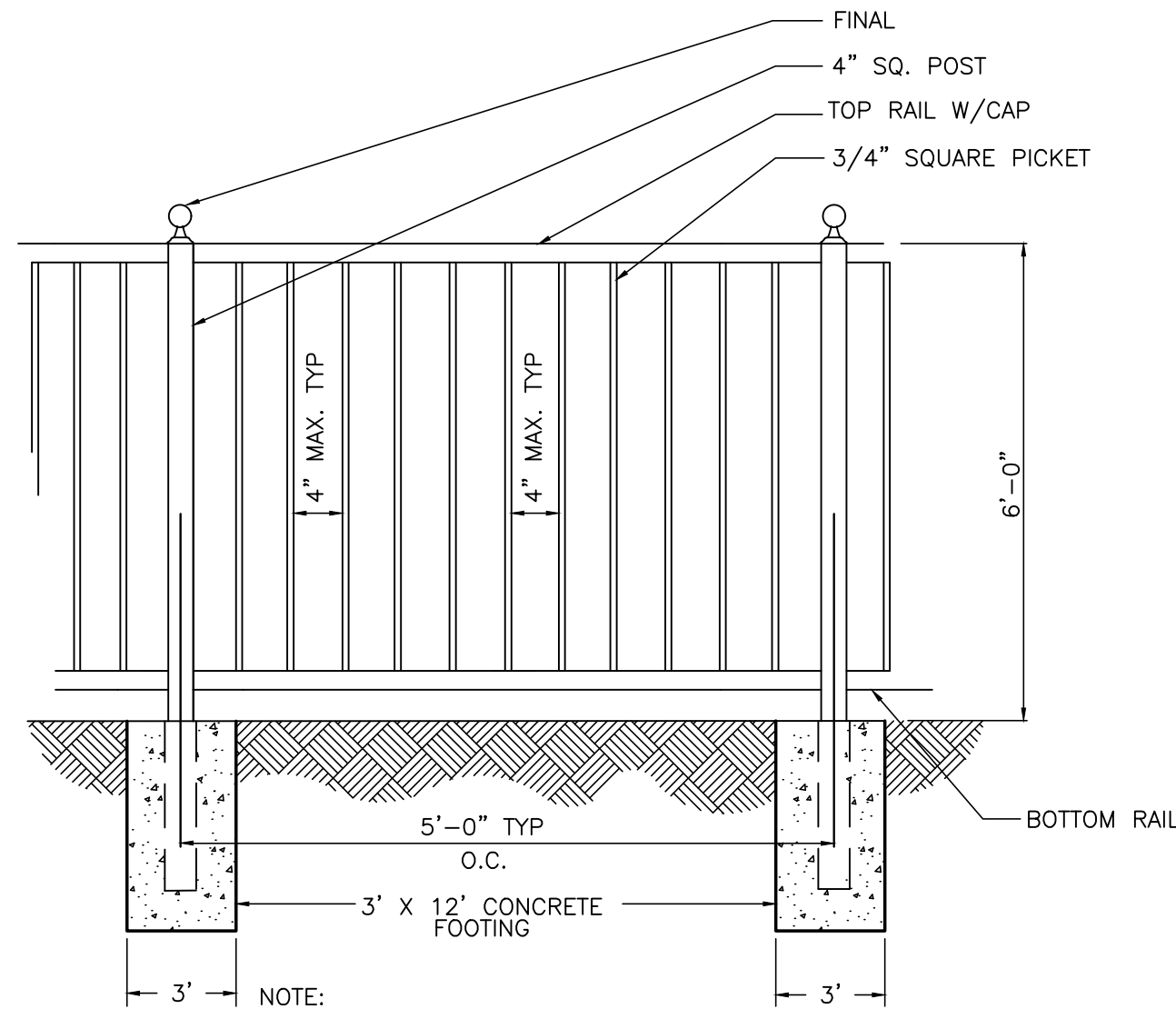
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1000 BROADWAY, SUITE 200
CHATTANOOGA, TN 37402
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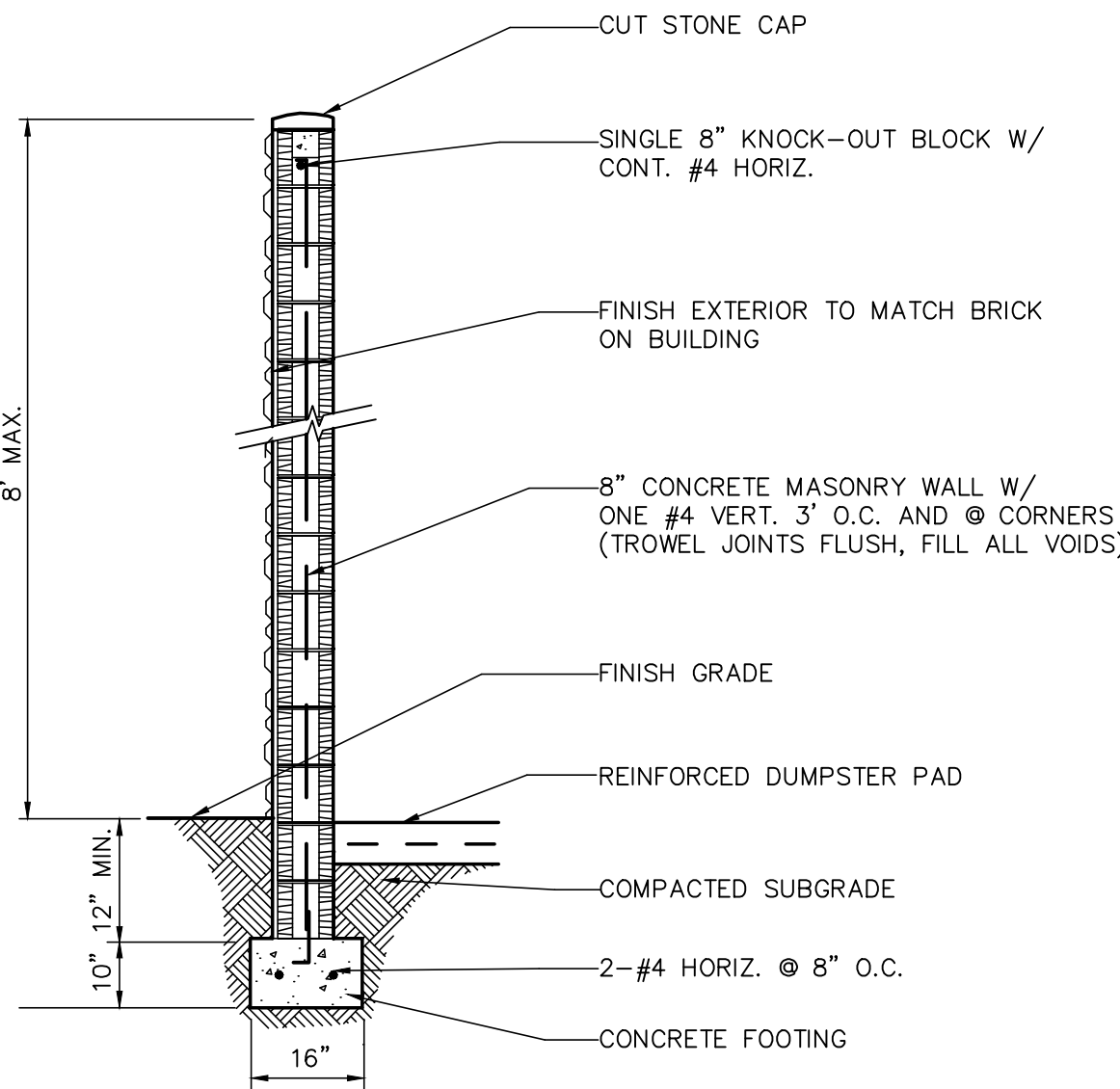
TRASH ENCLOSURE
GATE DETAIL
NOT TO SCALE



GUARDRAIL DETAIL
NOT TO SCALE

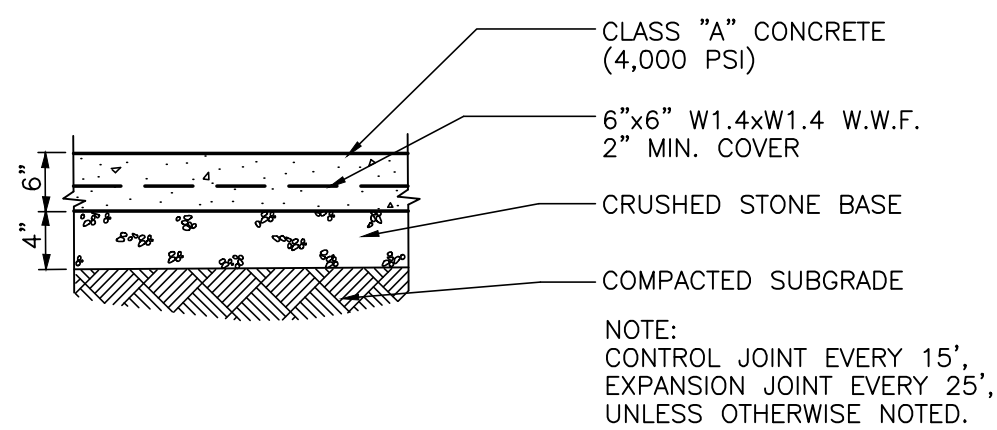
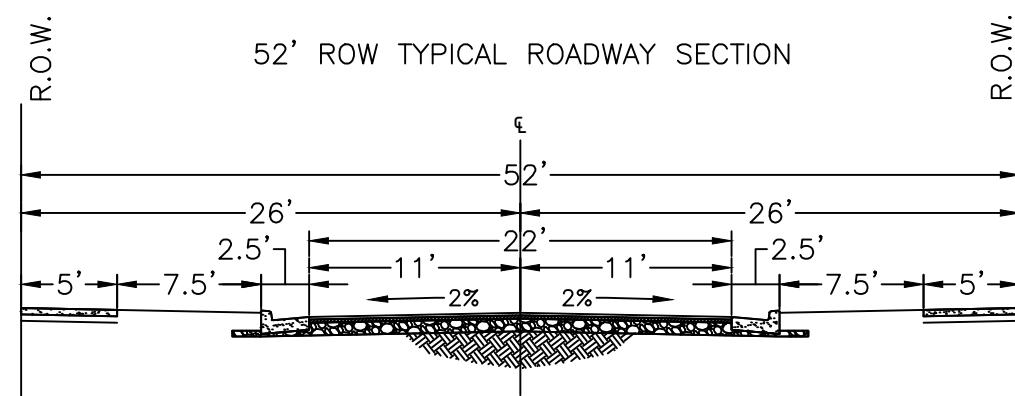


ALUMINUM FENCE DETAIL
NOT TO SCALE

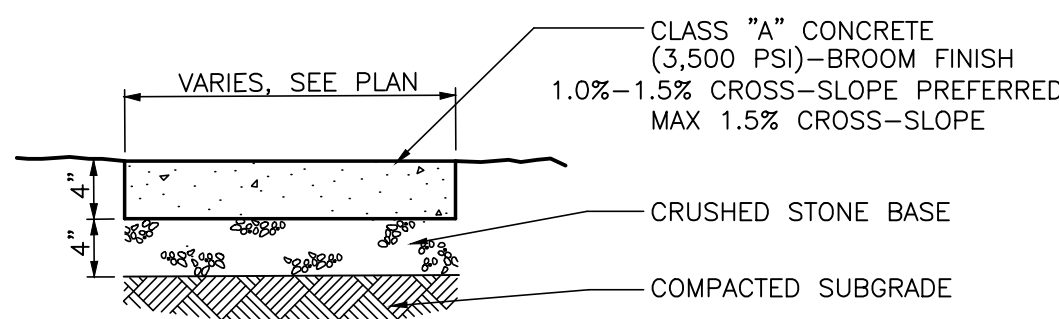


NOTE:
MINIMUM HEIGHT OF ENCLOSURE
IS 2' ABOVE DUMPSTER

DUMPSTER WALL SECTION
NOT TO SCALE



CONCRETE PAVEMENT
NOT TO SCALE



CONCRETE WALK
NOT TO SCALE



FEATURES & SPECIFICATIONS

INTENDED USE — Ideal for parking lots, walkways and entrances.

CONSTRUCTION — Rugged, heavy-gauge, lightweight aluminum housing. Rectilinear shape, continuously seam-welded for weather-tight integrity.

Naturally anodized, extruded, aluminum doorframe with mitered corners is retained with (two) .188" diameter hinge pins and secured with (one) quarter-turn, quick release fastener.

Weather-proof seal between housing and door frame is accomplished with an integrally designed, extruded, silicone gasket that snaps into door frame.

Less is .125" thick, impact-resistant, tempered glass with thermally-applied, silk screened power door shield.

Finish: Standard finish is dark bronze (DOB), polyester powder with optional architectural colors available.

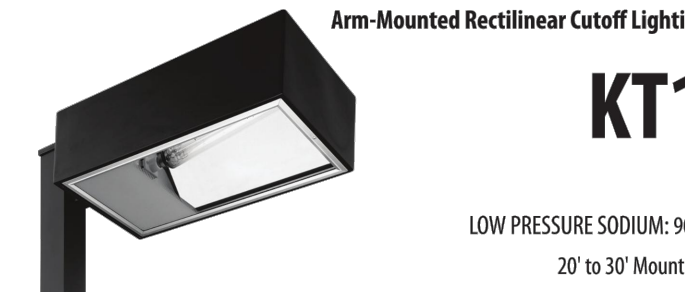
OPTICS — High reflectance, white reflector,IES cutoff distribution.

ELECTRICAL — High reactance autotransformer is 100% factory tested. Double contact bayonet socket.

LISTINGS — UL listed for wet locations. Listed and labeled to comply with Canadian Standards (see Options).

Note: Specifications subject to change without notice.

Catalog Number
Notes
Type



Specification
EPR: 2.3 ft (2.1m) (includes arm)
Length: 29 3/4 (75.6)
Width: 15 3/4 (40.0)
Depth: 8 1/4 (21.0)
Arm length: 4 (10.2)
*Weight: 42 lbs (19 kg)
All dimensions are inches (centimeters) unless otherwise specified.
*Weight as configured in example below.

ORDERING INFORMATION For shortest lead times, configure product using **bolded options**.

Example: KT1 2/90L 120 SP04 LPI

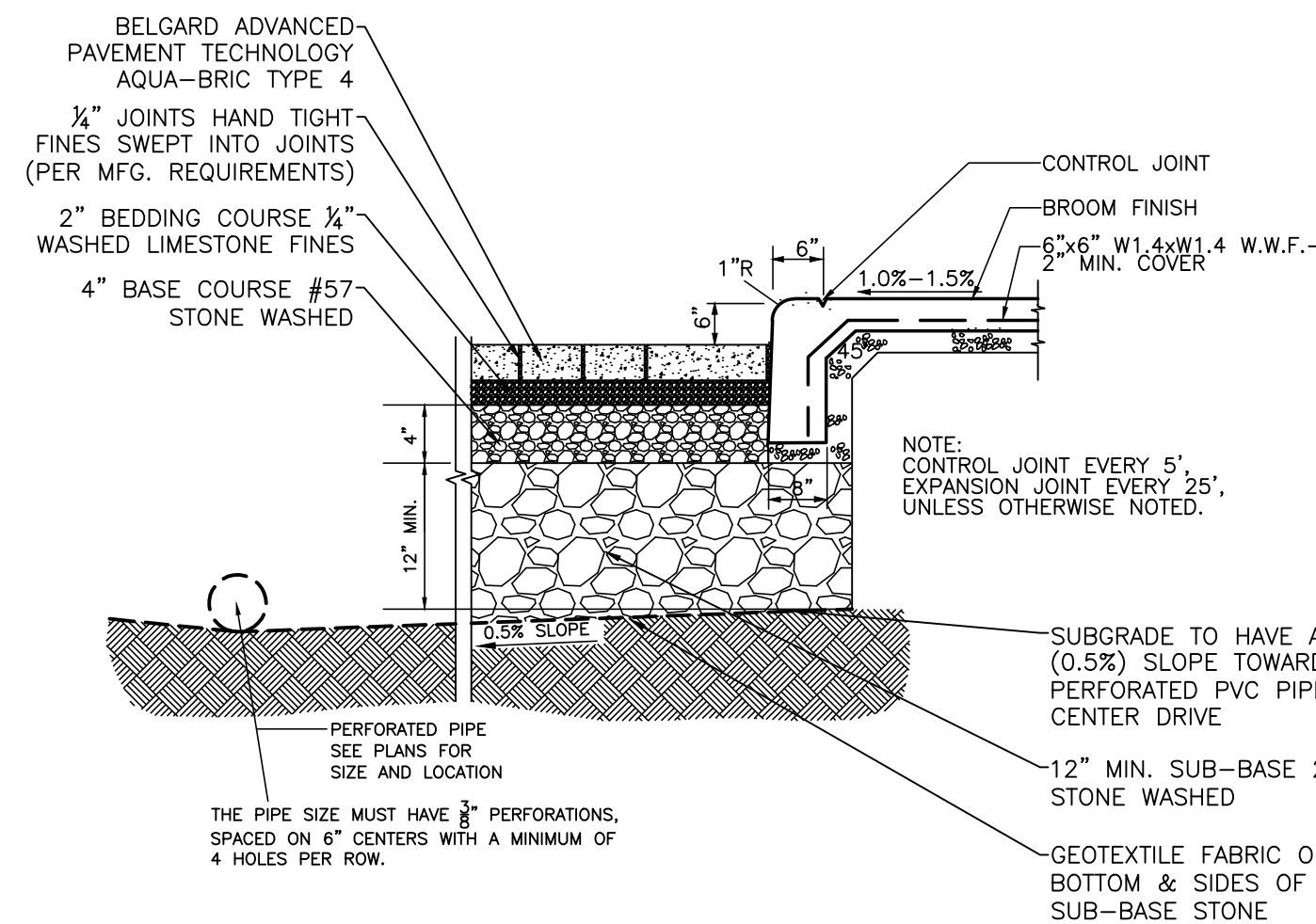
KT1										
Series	Wattage	Voltage	Ballast	Mounting ¹	Options	Finish ²	Lamp ³			
KT1	90L 2/90L	120	(blank)	Magnetic	Shipped separately: ^{4,5}	Shipped installed in fixture	(blank)	Dark bronze	LPI	Lamp included
		208	SP04	4" square pole arm	SF	Single fuse (120, 277, 347V)	DWH	White		
		240	RPO4	4" round pole arm	DF	Double fuse (208, 240, 480V)	DBL	Black		
		277	WW04	4" wood pole or wall arm	PER	NEMA twist-lock photoelectric receptacle ⁴	DMB	Medium bronze		
		347	WS04	4" wall bracket arm	EC	Emergency circuit ⁴	DMA	Natural aluminum		
		480 ⁶	SP06	6" square pole arm	CSA	Listed and labeled to comply with Canadian Standards	CR	Corrosion resistant finish		
			RPO6	6" round pole arm	PE1	NEMA twist-lock photocontrol (120, 208, 240V)				
			WW06	6" wood pole or wall arm	PE3	NEMA twist-lock photocontrol (347V)				
			WS06	6" wall bracket arm	PE4	NEMA twist-lock photocontrol (480V)				
			DA12P	Degree arm (pole)	PE7	NEMA twist-lock photocontrol (277V)				
			DA12WB	Degree arm (wall)	SC	Shorting cap for PER option				
			RMA	Mast arm adapter						
			KTMB	Twin mounting bar						

Accessories: Tenon Mounting Slipfitter Order as separate catalog number.						
Tenon O.D.	One	Two#180 ¹	Two#90 ²	Three#120 ³	Three#90 ⁴	Four#90 ⁵
2 1/8"	T20-190	T20-200	T20-290	T20-320	T20-390	T20-490
2 1/8"	T25-190	T25-200	T25-290	T25-320	T25-390	T25-490
4"	T35-190	T35-200	T35-290	T35-320	T35-390	T35-490

Notes
1 Consult factory for availability in Canada.
2 Reorder ballast.
3 The SP04, RPO4 or WW04 must be used when two or more luminaires are oriented on a 90° drilling pattern.
4 May be ordered as accessory.
5 Must specify finish when ordered as an accessory.
6 Maximum allowable wattage lamp included.
7 See www.lithonia.com/catalogs for additional color options.

OUTDOOR

KT1-L



- NOTES:
- NO "CRUSH AND RUN" STONE TO BE USED IN THE INSTALLATION OF THESE PAVERS.
 - NO SAND TO BE USED IN THE INSTALLATION OF THESE PAVERS.
 - THIS DETAIL MUST BE VERIFIED WITH THE PROJECT GEOTECHNICAL ENGINEER FOR CONFORMITY WITH THE GEOTECH REPORT PRIOR TO INSTALLATION.
 - THE PERMEABLE PAVEMENT INSTALLER SHALL BE AN INTERLOCKING CONCRETE PAVEMENT INSTITUTE (ICPI) CERTIFIED INSTALLER OR SHALL PROVIDE APPROVED EQUAL CERTIFICATION.

CONCRETE WALK & TURNDOWN CURB
WITH PERMEABLE PAVERS
NOT TO SCALE

C.O.F. PROJECT #: 6389

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SHADOW GREEN
FOR
GOODALL HOMES

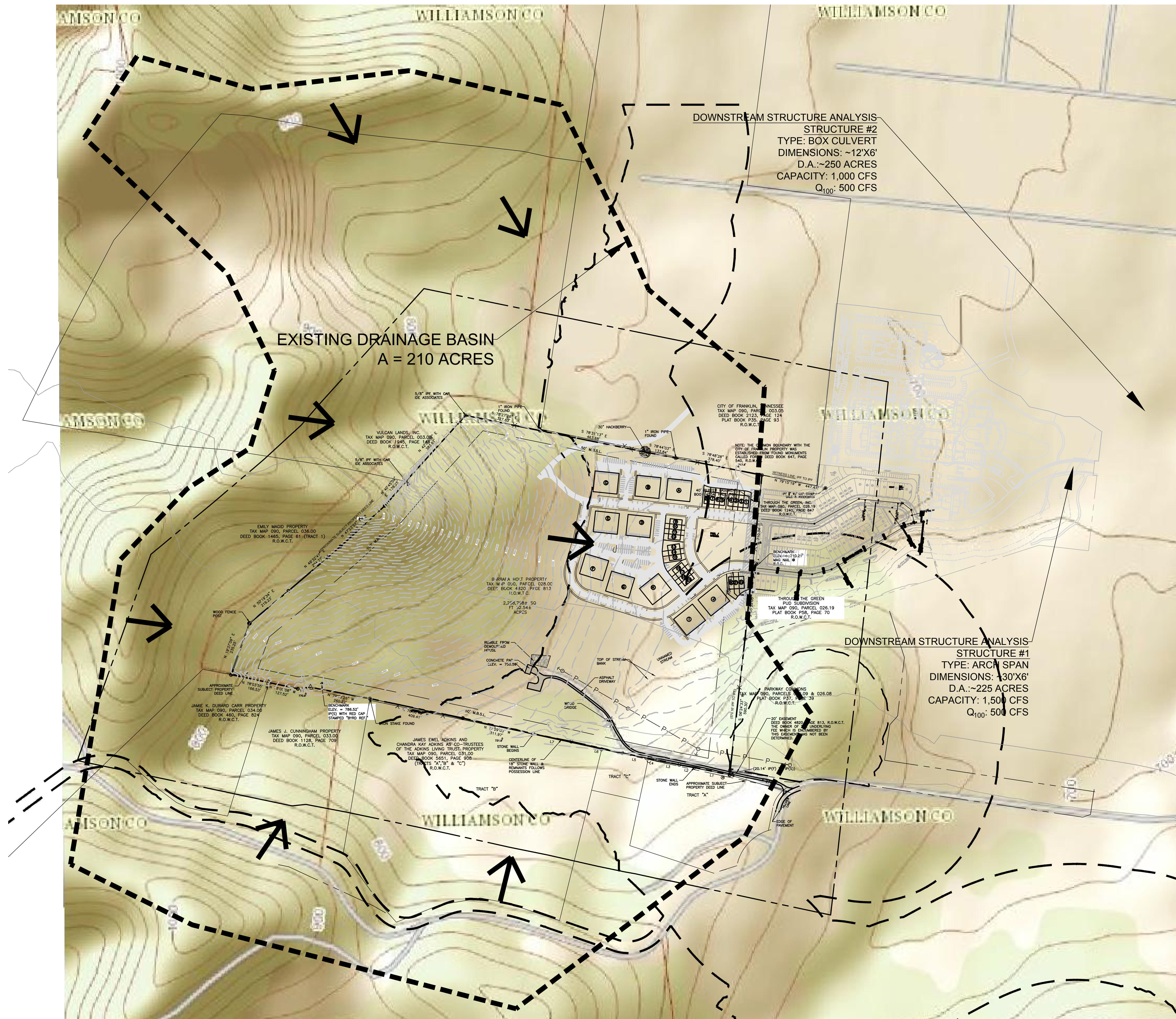
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

JOB NO.	WK. ORDER	DESIGNED:	DRAWN:	SCALE:	DATE:
16155	0722	JFV	MHN	N.T.S.	MARCH 13, 2017
24/05/2017 REVISIONS PER CITY COMMENTS					
REVISIONS					

DETAILS

C7.0

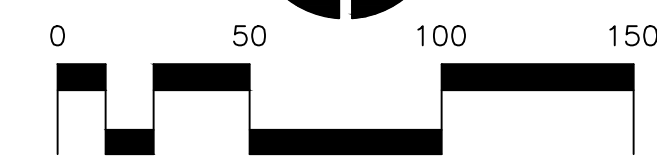
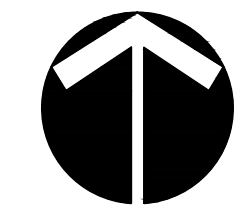
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REFERENCE- USGS TOPO

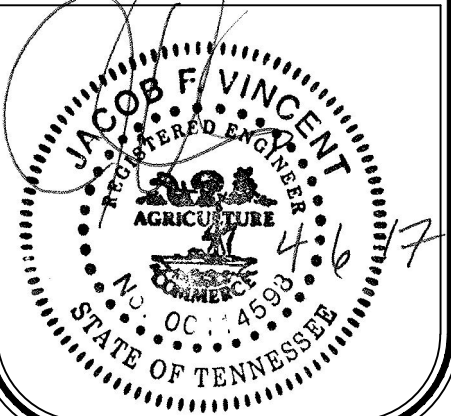


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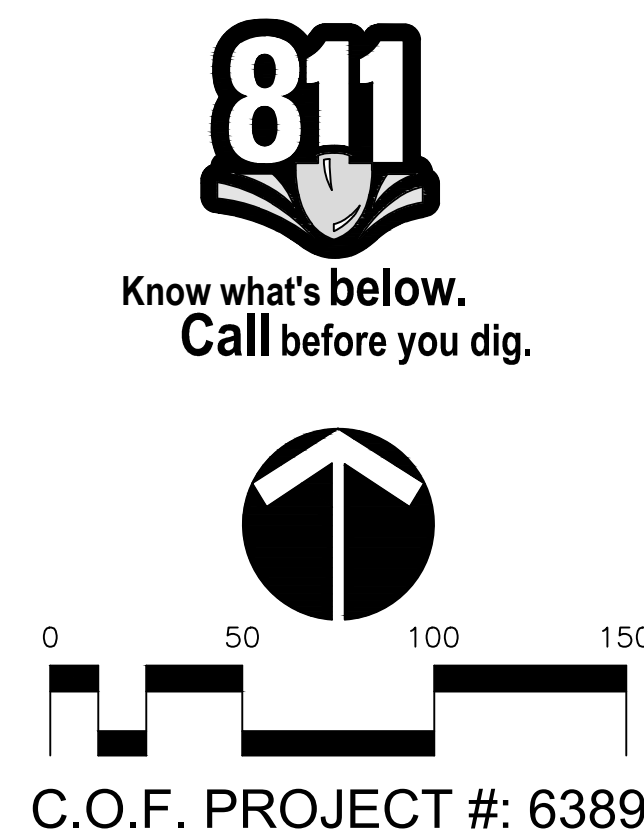
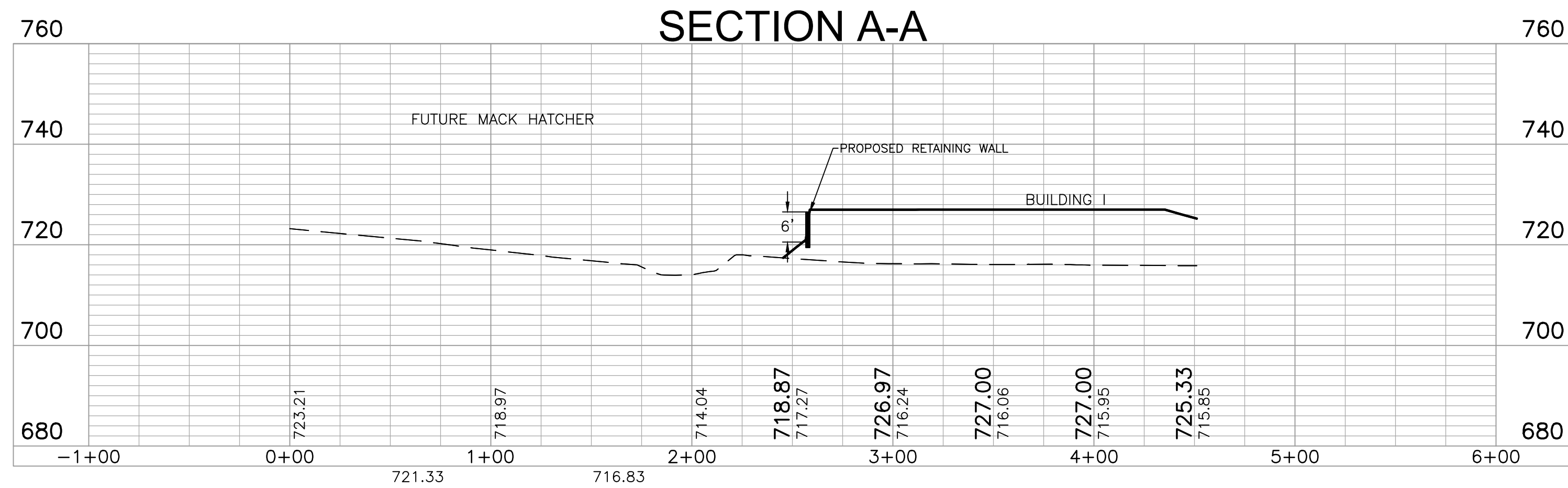
SHADOW GREEN
FOR
GOODALL HOMES
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

JOB NO.	WK. ORDER	DESIGNED:	DRAWN:	SCALE:	DATE:
16155	0722	JFV	MHN	1"=50'	MARCH 13, 2017
REVISIONS					
24/03/2017 REVISIONS PER CITY COMMENTS					

EXISTING
DRAINAGE MAP

C8.0

01/16/2017 CIVIL ENGINEERING PROJECTS/COMPANY PLANS/AN INSTRUCTIONS OF WALLS AND RINGS
PLOTED BY TAYLOR HENNINGSON ON 4/20/17 10:28 AM LAST UPDATED BY TAYLOR HENNINGSON 4/20/17 10:28 AM



**SHADOW GREEN
FOR
GOODALL HOMES**

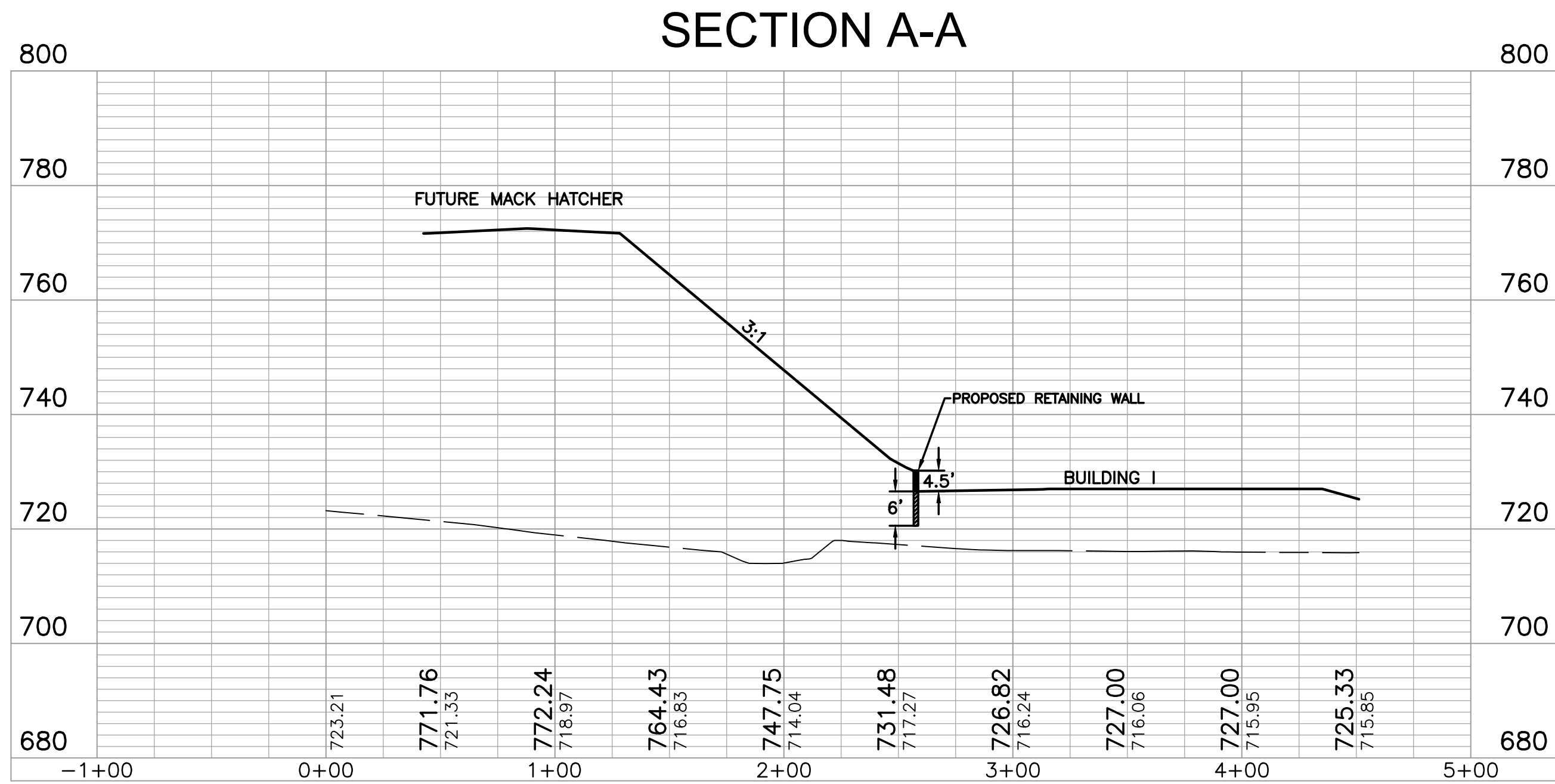
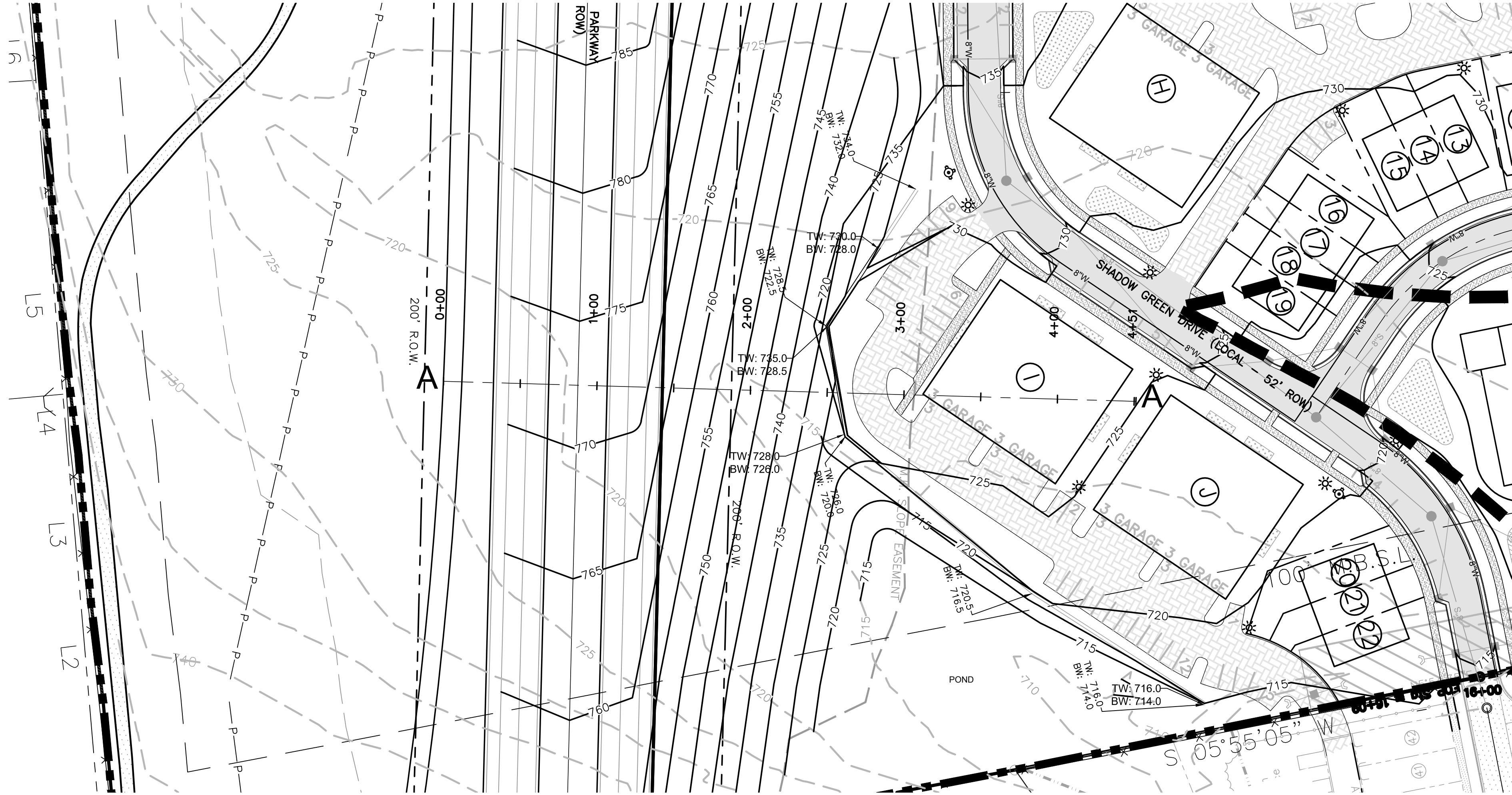
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

JOB NO.	16155	WK. ORDER	0722	DESIGNED:	JFV	DRAWN:	MHN	SCALE:	1"=50'	DATE:	MARCH 13, 2017
CROSS SECTION WITH WALL											
C10.0											

JACOB F. VINCENT
REGISTERED ENGINEER
No. 0004563
STATE OF TENNESSEE

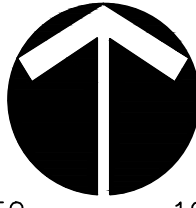
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NASHVILLE
P.O. BOX 60070
NASHVILLE, TN 37206
(615) 344-8561
www.ragan-smith.com

04/16/2017 CIVIL ENGINEERING AND SURVEYING PLAN AND SECTION OF WALL AND POND
PLOT BY TAYLOR HENNINGER ON 4/20/17 10:28 AM - LAST UPDATED BY HENNINGER 4/20/17 10:28 AM





Know what's below.
Call before you dig.



C.O.F. PROJECT #: 6389

SHADOW GREEN
FOR
GOODALL HOMES

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

JOB NO.	WK. ORDER	DESIGNED:	DRAWN:	SCALE:	DATE:
16155	0722	JFV	MHN	1"=50'	MARCH 13, 2017
CITY COMMENTS:					
REVISIONS					
04/08/2017 REVISIONS PER					

**CROSS SECTION
WITH WALL &
MACK HATCHER**

C11.0



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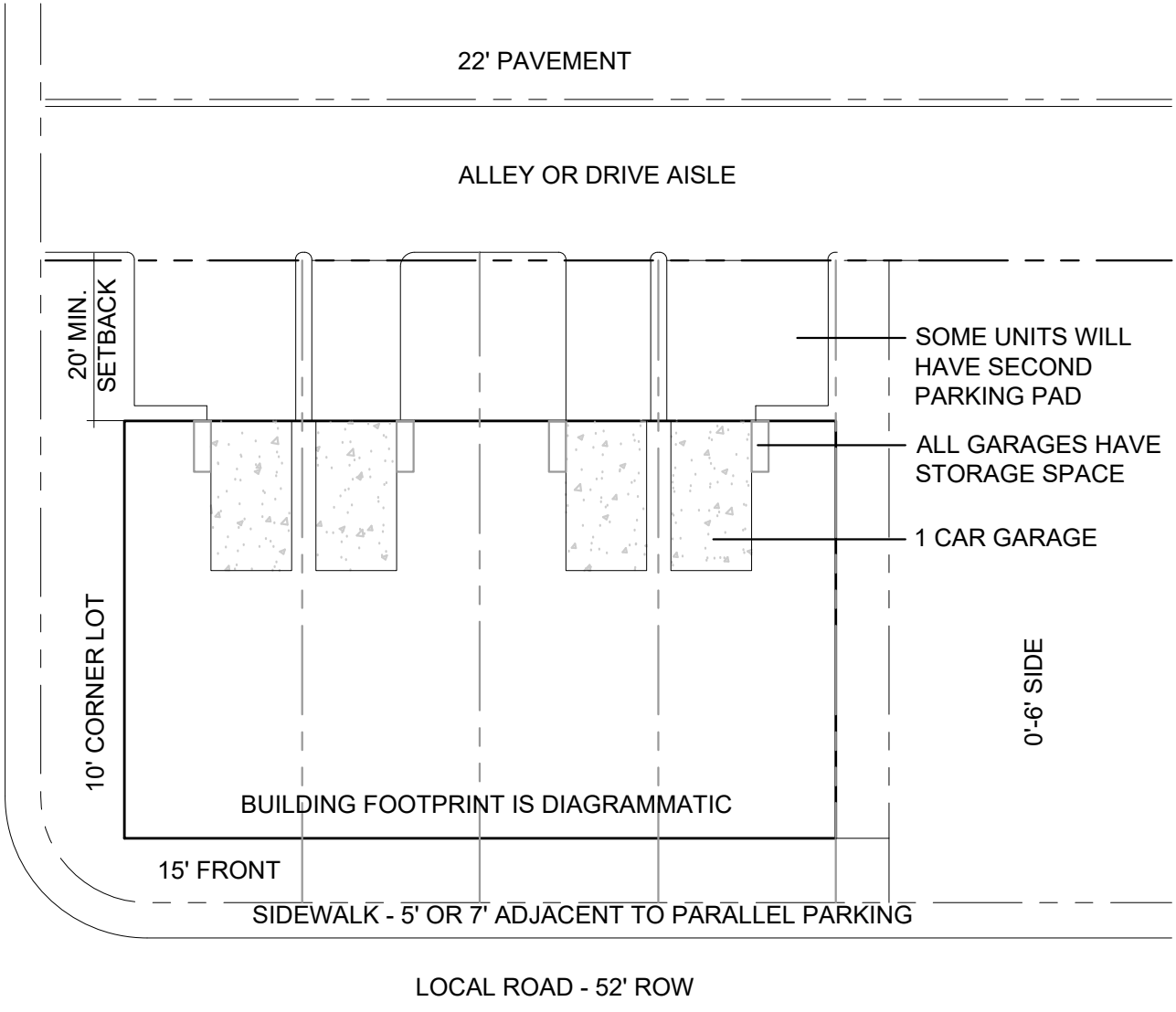


JACOB F. VINCENT
REGISTERED ENGINEER
No. 0004593
STATE OF TENNESSEE

NASHVILLE
P.O. BOX 60070
1000 17TH AVENUE
CHATTANOOGA, TN 37408
(615) 344-8561
www.ragan-smith.com



TOWN HOME TYPICAL ARCHITECTURE - IMAGE OF TOWN HOMES IN EXISTING SHADOW GREEN NEIGHBORHOOD



TOWN HOME TYPICAL LOT DIAGRAM

TOWN HOME LOT STANDARDS

TYPICAL SETBACKS:
FRONT: 15'
SIDE: 0'-6", 12' MIN. BETWEEN BUILDINGS
REAR: 20'

PROVIDED PARKING:
1 GARAGE PARKING SPACE PER UNIT
1 DRIVEWAY PARKING SPACE PER UNIT



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamble209@gmail.com
615.975.5765

ISSUED: MARCH 13, 2017

Revision Date:	
△	04.06.2017
△	
△	
△	
△	



FRONT ELEVATION - OPTION 1
SCALE: 1/8" = 1'0"



FRONT ELEVATION - OPTION 2
SCALE: 1/8" = 1'0"



FRONT ELEVATION - OPTION 3
SCALE: 1/8" = 1'0"



PHASING	
6 PHASES ARE PROPOSED:	
PHASE 1: 22 TOWN HOMES	
1 BIG HOUSE BUILDING	
AMENITY / POOL	
PHASE 2: 1 BIG HOUSE BUILDING	
PHASE 3: 1 BIG HOUSE BUILDING	
PHASE 4: 2 BIG HOUSE BUILDINGS	
PHASE 5: 2 BIG HOUSE BUILDINGS	
PHASE 6: 3 BIG HOUSE BUILDINGS	

OPEN SPACE REQUIREMENT CHART

MINIMUM OPEN SPACE REQUIREMENT: 15%
15% * 27.42 AC (TOTAL AREA MINUS RESERVED R.O.W.s) = 4.11 AC / 179,032 SF
NOTE: 34% OF OPEN SPACE IS FORMAL = 1.40 AC / 60,984 SF
66% OF OPEN SPACE IS INFORMAL = 2.71 AC / 118,048 SF

KEY	CLASSIFICATION	TYPE	AREA (SF)
101	FORMAL	POOL / AMENITY	45,055
102	FORMAL	PARK	19,242
103	INFORMAL	PRESERVATION	318,195
103	INFORMAL	PARK	297,459

TREE CANOPY RETENTION

TRACT 1			
OVERALL AREA = 1,642,647 SF, 37.71 AC			
TREE AREA	EXISTING	REMOVED	RETAINED
TREE A	507,014 SF	124,030 SF	382,984 SF
TREE B	26,377 SF	1,364 SF	25,013 SF

TOTAL SF	533,391 SF	125,394 SF	407,997 SF
TOTAL ACRES	12.25 AC	2.88 AC	9.37 AC

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY: 533,391 (33% OF TRACT 1)
REQUIRED CANOPY PRESERVATION: 24%
24% X 12.25 AC TOTAL CANOPY = 128,066 SF, 2.94 AC
PROVIDED TREE CANOPY PRESERVATION: 407,997 SF, 9.37 AC
(76% OF EXISTING CANOPY)

PROVIDED PARKING

REQUIRED:
1 BEDROOM = 1.5 SPACES
2 BEDROOM = 2.5 SPACES
3 BEDROOM = 3 SPACES

TOWN HOME:

TOTAL UNITS: 22
REQUIRED SPACES PER UNIT: 3
TOTAL REQUIRED SPACES: 66

BIG HOUSE:

TOTAL BUILDINGS: 10
TOTAL UNITS: 16 UNITS PER BUILDING
6 1-BEDROOM CONDOS, 10 2-BEDROOM CONDOS
REQUIRED SPACES PER BUILDING: 34 SPACES
1.5 SPACES X 6 = 9
2.5 SPACES X 10 = 25
TOTAL REQUIRED SPACES: 340

TOTAL REQUIRED PARKING: 406 SPACES

TOTAL PROVIDED PARKING: 431 SPACES
TOWN HOME GARAGE: 22
TOWN HOME TANDEM SPACES: 33 (20' MINIMUM LENGTH)
BIG HOUSE GARAGE: 60
BIG HOUSE TANDEM SPACES: 60 (20' MINIMUM LENGTH)
OFF-STREET PARKING: 179
ON-STREET PARKING: 77
TOTAL MAXIMUM PARKING LIMIT: 447 (10% OF REQUIRED)

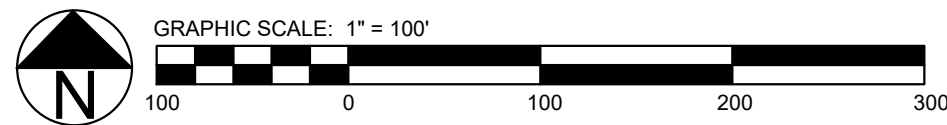
*NOTE: SIDEWALKS ADJACENT TO ON-STREET PARKING ARE 7' WIDTH

KEY

TREE PRESERVATION AREA

14%-19% SLOPES

20% AND GREATER SLOPES



LOCAL COMPATIBILITY

THE DEVELOPMENT AREA IS A COMPACT SECTION OF THE PROPERTY BOUND BY FUTURE MACK HATCHER PARKWAY AND HHO OVERLAYS WHICH CREATES A NATURAL BUFFER TO ADJACENT PROPERTIES. THIS DEVELOPMENT UTILIZES THE SAME TOWN HOME DEVELOPMENT PATTERN AS THE NEIGHBORS TO THE EAST.

DESIGN CONCEPT

DESIGNED AS AN EXTENSION OF THE EXISTING SHADOW GREEN TOWN HOME COMMUNITY, THIS DEVELOPMENT PLAN INCLUDES THE ADDITION OF A "BIG HOUSE" STYLE RESIDENTIAL BUILDING AND AN AMENITY CENTER / POOL FOR USE BY THE RESIDENTS OF THIS DEVELOPMENT AND THE EXISTING SHADOW GREEN COMMUNITY. WALKING TRAILS AND SIDEWALKS WILL CONNECT BACK INTO THROUGH THE GREEN WHICH PROMOTES RESIDENTIAL CONNECTIVITY.

ALL ATTACHED DWELLINGS ARE IN THE FORM OF TOWN HOMES AND "BIG HOUSE" BUILDINGS WHERE MULTIPLE DWELLING UNITS RESEMBLE DETACHED RESIDENTIAL.

MACK HATCHER PARKWAY IS THE LIMIT OF THE PROPOSED DEVELOPMENT AREA.

SITE DATA:

PROJECT NAME: SHADOW GREEN DEVELOPMENT PLAN
PROJECT NUMBER: 6389
SUBDIVISION: SHADOW GREEN PUD
LOT NUMBER: N/A
ADDRESS: 1152 HILLVIEW LANE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 5TH CIVIL DISTRICT

EXISTING ZONING: LI
PROPOSED ZONING: SD-R (5.0), ER
CHARACTER AREA OVERLAY: SOCO7
OTHER APPLICABLE OVERLAYS: HHO, HHO 500' BUFFER
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
ACREAGE OF SITE: 52.54 AC TOTAL
36.71 AC TRACT 1
15.83 AC TRACT 2
FRONT: 10'
SIDE: 0'-6"
REAR: 0'-20'

MINIMUM REQUIRED SETBACK LINES:

OWNER: BARBARA HOLT
ADDRESS: 208 ASHEBORO PLACE
FRANKLIN, TN 37064

APPLICANT: GAMBLE DESIGN COLLABORATIVE
ADDRESS: 144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TN 37064
GREG GAMBLE
615.975.5765
greggambles209@gmail.com

CONTACT: GREG GAMBLE
PHONE: 615.975.5765
EMAIL ADDRESS: greggambles209@gmail.com

BUILDING SQUARE FOOTAGE: N/A
BUILDING HEIGHT: 3 STORIES
LANDSCAPE SURFACE RATIO: 53 / 14.52 AC PROVIDED
MINIMUM LANDSCAPE SURFACE RATIO: 20 / 5.48 AC REQUIRED
MINIMUM PARKING REQUIREMENT: 406 SPACES
1 BEDROOM = 1.5 SPACES
2 BEDROOM = 2.5 SPACES
3 BEDROOM = 3 SPACES
SEE PARKING CHART C2.0
SEE PARKING CHART C2.0
5.0 DUA
12.25 AC (33% OF TRACT 1)
FEES IN LIEU
(35x1200 SF) + (147 x 600 SF) = 130,200 SF

OPEN SPACE:
OPEN SPACE ACREAGE REQUIRED: 15% (4.11 AC)
FORMAL OPEN SPACE REQUIRED: 34% (1.40 AC)
INFORMAL OPEN SPACE REQUIRED: 66% (2.71 AC)

OVERALL DENSITY: 5.0 DUA
NET DENSITY (MINUS ROW): 6.64 DUA
NET DENSITY (MINUS ROW AND OVERLAY): 12.10 UNITS/AC
NUMBER OF RESIDENTIAL UNITS BY USE TYPE: 22 TOWN HOMES
10 BIG HOUSE BUILDINGS (16 CONDOS EACH)
6 1-BEDROOM CONDOS PER BIG HOUSE
10 2-BEDROOM CONDOS PER BIG HOUSE

NONRESIDENTIAL SQUARE FOOTAGE: N/A
TOTAL ACREAGE BY USE, ENTIRE SITE: 15.55 AC OPEN SPACE
9.42 AC ROW
11.74 AC RESIDENTIAL LOTS

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN WATER SERVICES. THE WATER MAIN IS LOCATED ALONG THE EASTERN PROPERTY BOUNDARY.
182 UNITS * 350 GPD = 63,700 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN WILL CONNECT ALONG THE EASTERN PROPERTY BOUNDARY.

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

STREET NETWORK
THE PROPOSED EXTENSION OF MACK HATCHER PARKWAY IS SHOWN TRaversing THIS PROPERTY, AND THIS ALIGNMENT PLAYED A LARGE ROLE IN THE DEVELOPMENT OF THE MASTER PLAN DESIGN. AS A PART THIS PUD, GOODALL HOMES INITIATED A STUDY OF THE MACK HATCHER ALIGNMENT BY CDM SMITH, WHICH AS BEEN ACCEPTED BY TDO. THIS FUNCTIONAL ALIGNMENT SERVES AS THE EDGE OF TEH PUD BOUNDARY AND DIVISION LINE BETWEEN TRACTS 1 AND 2. THE LOCAL ROAD NETWORK FROM THROUGH THE GREEN (VINTAGE GREEN LANE AND SHADOW GREEN DRIVE) EXTEND THROUGH THIS PROPERTY AND EVENTUALLY PROVIDE A CONNECTION TO FUTURE MACK HATCHER PARKWAY, AS DIRECTED BY THE CONNECT FRANKLIN PLAN. THE CDM SMITH STUDY ALSO ESTABLISHED THE LOCATION WHERE THE LOCAL ROAD NETWORK PROPOSED IN TEH SHADOW GREEN PUD COULD CONNECT TO MACK HATCHER, AS A PART OF THE CONSTRUCTION OF THIS PUD, GOODALL HOMES SHALL BE GRADING THIS FUTURE CONNECTION ROAD.

DRAINAGE FACILITIES
A STORM SEWER NETWORK SHALL COLLECT STORMWATER RUNOFF FROM THE STREETS AND OTHER IMPERVIOUS SURFACES. THE WATER SHALL BE TREATED BY USE OF A GREEN INFRASTRUCTURE PRACTICE PRIOR TO DISCHARGE TO A DETENTION FACILITY FOR ATTENUATION. THE SITE SHALL DISCHARGE NEAR THE SOUTHEASTERN CORNER OF THE PROPERTY. POST DEVELOPED PEAK FLOWS SHALL BE REDUCED TO THAT OF PRE-DEVELOPED PEAK FLOWS.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 2.3 MI (900 COLUMBIA AVE.)
NEAREST FIRE STATION: 1.2 MI (STATION NO. 5, 215 NOAH DR.)
NEAREST RECREATIONAL FACILITY: 0.6 MI (WINSTEAD HILL PARK, 4023 COLUMBIA AVE.)

PROJECTED STUDENT POPULATION
182 * 0.23 = 42 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
TOWNHOMES TO BE ROLL OUT TRASH CAN. REFUSE COLLECTION SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE. A DUMPSTER WILL ALSO BE PROVIDED TO SERVE THE BIG HOUSE CONDO UNITS.

RESTRICTIVE COVENANTS
THE SHADOW GREEN PUD WILL JOIN THE EXISTING SHADOW GREEN HOMEOWNERS ASSOCIATION. THE HOA WILL REGULATE ARCHITECTURAL STANDARDS AND MAINTENANCE OF THE COMMUNITY AS WELL AS MAINTAIN ALL COMMON OPEN SPACE, RECREATIONAL AREAS, AND TOWNHOME YARDS.

LAND USE PLAN COMPLIANCE:

CHARACTER AREA OVERLAY: SOCO7
ENVISION FRANKLIN: MIXED RESIDENTIAL / CONSERVATION

THE CURRENT BASE ZONE OF LIGHT INDUSTRIAL IS NOT CONSISTENT WITH THE LAND USE PLAN OR ENVISION FRANKLIN. THE CHARACTER OF THIS AREA SUPPORTS A RESIDENTIAL USE. THE HILLSIDE HHO ZONE AND ROW OF FUTURE MACK HATCHER HAVE CREATED FIRM DEVELOPMENT BOUNDARIES FOR THE RESIDENTIAL DEVELOPMENT.

THE SHADOW GREEN PUD WAS DESIGNED AS AN EXTENSION OF THE SHADOW GREEN TOWNHOME COMMUNITY IN THE THROUGH THE GREEN PUD. THE SAME ARCHITECTURALLY DIVERSE TOWNHOMES CONTINUE INTO THE SHADOW GREEN PUD AND WRAP AROUND THE COMMUNITY'S AMENITY AREA, WHICH WILL INCLUDE A POOL AND CABANA. EXTENDING OUT FROM THIS RING OF TOWNHOMES IS A SERIES OF BIG HOUSE RESIDENTIAL BUILDINGS. DESIGNED TO APPEAR MORE LIKE A LARGE ESTATE HOME. EACH ARCHITECTURALLY DIFFERENT BIG HOUSE BUILDING CONTAINS 1 AND 2 BEDROOM CONDO UNITS. PEDESTRIAN CONNECTIVITY THROUGH THIS DEVELOPMENT AND BACK TO THE ESTABLISHED PEDESTRIAN NETWORK IN THROUGH THE GREEN WAS ALSO A KEY DESIGN ELEMENT.

WHILE THE APPLICANT WAS WORKING THROUGH THIS MASTER PLAN, THE ENVISION FRANKLIN WAS ADOPTED. LABELED AS MIXED RESIDENTIAL, THE DESIGN ELEMENTS REMAIN LARGELY CONSISTENT AND FURTHER ENFORCE THE CONCEPTS OF BEING COMPATIBLE WITH THE EXISTING DEVELOPMENT CHARACTER OF EXISTING STREETS AND NEIGHBORHOODS, SUCH AS THE THROUGH THE GREEN NEIGHBORHOOD. BIG HOUSES ARE PUSHED TO THE EDGE OF THE DEVELOPMENT ADJACENT TO MACK HATCHER, WHICH SERVES AS THE PHYSICAL BOUNDARY FOR MIXED RESIDENTIAL. KEY ELEMENTS SUCH AS ARCHITECTURAL VARIETY, PEDESTRIAN CONNECTIVITY AND HOUSING CHOICE ARE HIGHLIGHTED BY MIXED RESIDENTIAL AND FEATURED IN THIS DEVELOPMENT.

TRACT 2 IS PROPOSED TO BE ZONED ESTATE RESIDENTIAL, WHICH IS TO BE CONSISTENT WITH THE ER PROPERTIES ADJACENT TO IT.

GDC

GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

SHADOW GREEN PUD SUBDIVISION
DEVELOPMENT PLAN
TAX MAP 90, PARCEL 28
FRANKLIN, TENNESSEE



GAMBLES DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLES
greggambles209@gmail.com
615.975.5765

ISSUED: MARCH 13, 2017

Revision Date:

04.06.2017

SHEET
C2.0
OVERALL
DEVELOPMENT
PLAN
COF# 6389

Small Cell Wireless Technology - What's in it for the City of Franklin?

Smart Infrastructure

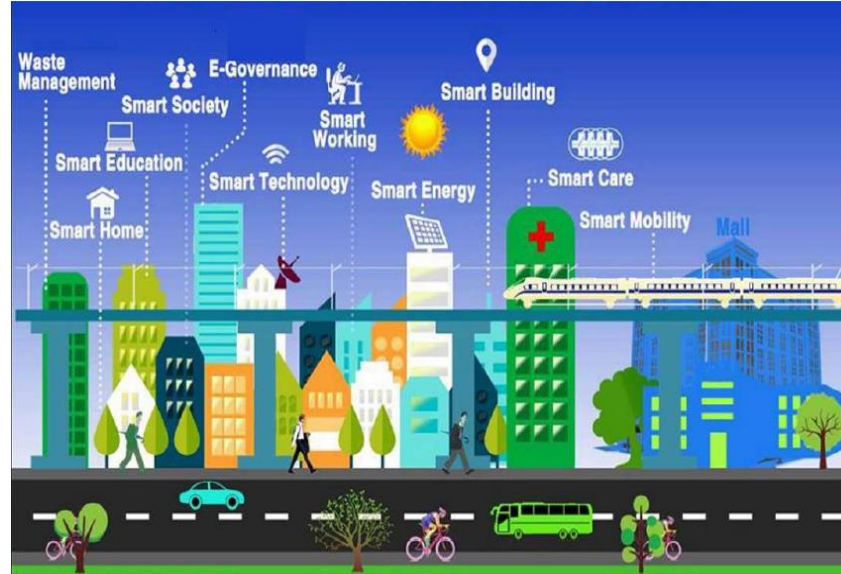
Remote monitoring of road, bridges, building, parks, & venues.

CONNECTIVITY

Help deliver increased data capacity, faster connectivity speeds, and an overall better wireless experience.

Smart City = Competitive Advantage

Businesses of the future require smart communications to compete globally.



FUTURE TECHNOLOGIES

5G, Smart Cities, and new developments in the Internet of Things (IoT).

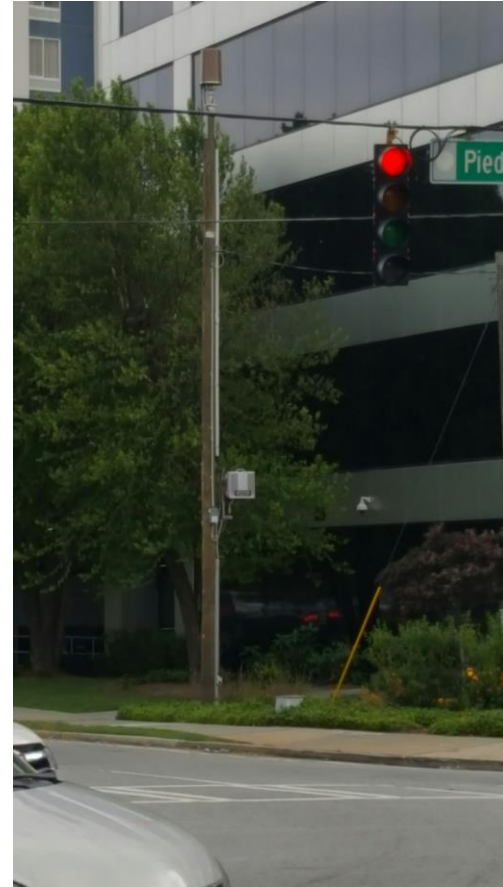
Public

Allowing mobile carriers to provide an enhanced experience today while preparing for the technologies of the future.

Public Safety

70% of E911 calls are placed from wireless phones.

Utility Pole Example (Top Mount)



Decorative Pole Example



Concrete Pole Example (Top Mount)



ORDINANCE 2017-25

TO BE ENTITLED: "AN ORDINANCE TO AMEND APPENDIX A – COMPREHENSIVE FEES AND PENALTIES, CHAPTER 16 – STREETS AND SIDEWALKS, ETC., RELATIVE TO CREATING SMALL CELL FACILITY PERMIT FEES AND FEES FOR USE OF CITY-OWNED PROPERTY AND PUBLIC RIGHT-OF-WAY."

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

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

WHEREAS, the Board of Mayor and Aldermen has determined the installation of Small Cell Facilities will enhance wireless technology throughout the City and allow citizens and businesses to communicate and access the Internet more effectively; and

WHEREAS, the Board of Mayor and Aldermen has established guidelines and reasonable fees for private entities to construct and install Small Cell Facilities on City-owned property, including the public right-of-way.

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

SECTION I: That Appendix A, Chapter 16 —Streets & Sidewalks, etc., of the Franklin Municipal Code be amended by inserting and codifying the following fees to read as follows.

Application for Right-of-Way Use Plan Review and Agreement Processing	\$500
Annual Rate for Use of City-Owned or Leased Poles/Structures	\$100 minimum per installation (spot location) or as specified in the applicable approved Right-of-Way Use Agreement
Permit/Inspection Fees:	\$100 per installation (spot location). The Street Department has the discretion to issue permits that include single or multiple installations based on the ease of tracking inspections and mapping of installations.

Comprehensive General Liability (minimum)	\$ 1,000,000 per occurrence, combined single limit and \$ 2,000,000 in aggregate
Commercial Automobile Liability	\$ 1,000,000 per occurrence, combined single limit each accident

SECTION II: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that this ordinance shall take effect from and after its passage on second and final reading, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Recorder/Administrator

By: _____
Dr. Ken Moore, Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING:

PASSED SECOND READING:

ORDINANCE 2017-04

AN ORDINANCE ESTABLISHING STANDARDS FOR SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

WHEREAS, the City of Franklin (“City”), Tennessee, desires to encourage wireless infrastructure investment by providing a fair and predictable process for the deployment of small wireless facilities, while enabling the City to promote the management of the rights-of-way in the overall interests of the public health, safety and welfare; and

WHEREAS, the City recognizes that small wireless facilities are critical to delivering wireless access to advance technology, broadband and 9-1-1 services to homes, businesses, schools within the City; and

WHEREAS, the City recognizes that small wireless facilities, including facilities commonly referred to as small cells and distributed antenna systems, often may be deployed most effectively in the public rights-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN, TENNESSEE, that Title 16 of the Municipal Code of the City of Franklin shall be amended by adding the following Chapter 14 that will read as follows:

CHAPTER 14

Section 1 – Purpose and Scope

- (A) Purpose. The purpose of this Chapter is to establish policies and procedures for the placement of small wireless facilities in the public rights-of-way within the City’s jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the City’s rights-of-way and to the City as a whole.
- (B) Intent. In enacting this Chapter, the City is establishing uniform standards to address issues presented by small wireless facilities, including without limitation, to:
 - (1) prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
 - (2) prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
 - (3) prevent interference with the facilities and operations of facilities lawfully located in public rights-of-way or public property;
 - (4) protect against environmental damage, including damage to trees;
 - (5) preserve the character of the neighborhoods in which facilities are installed; and
 - (6) facilitate rapid deployment of Small Wireless Facilities to provide the benefits of advanced wireless services.
- (C) Conflicts with Other Chapters. This Chapter supersedes all Chapters or parts of Chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Section 2 - Definitions

- (A) “Antenna” means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

- (B) "Annual Lease Fee" means the fee due to the City for the reimbursement for the installation of a Small Wireless Facility on City property irrespective of whether the property is owned, leased, or within the public right-of-way. Each installation/spot is a separate Annual Lease Fee.
- (C) "Applicable Codes" means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons to the extent not inconsistent with the terms of this Chapter.
- (D) "Applicant" means any person who submits an Application and is a Wireless Provider.
- (E) "Application" means a request submitted by an Applicant (i) for an Agreement to erect and/or install Small Wireless Facilities within the City of Franklin right-of-way; (ii) for a Permit to collocate Small Wireless Facilities; (iii) to approve the installation or modification of a Utility Pole or Wireless Support Structure, subject to the requirements of this Chapter.
- (F) "City" means City of Franklin, Tennessee.
- (G) "City Owned/Leased Pole" means (i) a Utility Pole owned/leased by the City in the Rights-of-Way, including a Utility Pole that provides lighting or traffic control functions, including light poles, traffic signals, and structures for signage; and (ii) a pole or similar structure owned/leased by the City in the Rights-of-Way that supports only Wireless Facilities.
- (H) "Collocate" means to install, mount, maintain, modify, operate, or replace one or more Wireless Facilities on, under, within, or adjacent to a Wireless Support Structure or Utility Pole. "Collocation" has a corresponding meaning.
- (I) "Day" means calendar day.
- (J) "Fee" means a one-time charge.
- (K) "Permittee" means an Applicant who is party to an Agreement and/or has been granted a Permit.
- (L) "Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.
- (M) "Rate" means a recurring charge.
- (N) "Right(s)-of-Way" or "ROW" means the space in, upon, above, along, across, and over all public streets, highways, avenues, roads, alleys, sidewalks, tunnels, viaducts, bridges, skyways, or any other public place, area or property under the control of the City, and any unrestricted public utility easements established, dedicated, platted, improved or devoted for utility purposes but excluding lands other than streets that are owned by the City. The phrase "in the public right(s)-of-way" means "in, on, over, along, above and/or under the public right(s)-of-way."
- (O) "Right-of-Way Use Agreement" or "Agreement" means an agreement between the City and the Wireless Service Provider issued pursuant to this Title.
- (P) "Small Wireless Facility" means a Wireless Facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the Antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and (ii) all other wireless equipment associated with the facility is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, vertical cable runs for the connection of power and other services, and Utility Poles or other support structures.
- (Q) "Right of Way Use Permit" or "Permit" means an excavation/road bore permit for excavation of a street for the construction or installation of fiber optic cable, conduit, and associated equipment in the Right-of-Way.

- (R) “Utility Pole” means a pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for telecommunications, cable or electric service, or for lighting, traffic control, signage, or a similar function regardless of ownership, including City-owned/leased poles. Such term shall not include structures supporting only Wireless Facilities.
- (S) “Wireless Facility” means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, Antennas, wires, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes Small Wireless Facilities. The term does not include the structure or improvements on, under, or within which the equipment is collocated.
- (T) “Wireless Infrastructure Provider” means any person, including a person authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment, Wireless Facilities or Wireless Support Structures, but that is not a Wireless Services Provider.
- (U) “Wireless Provider” means a wireless infrastructure provider or a Wireless Services Provider.
- (V) “Wireless Services” means any services, whether at a fixed location or mobile, provided using Wireless Facilities.
- (W) “Wireless Services Provider” means a person who provides Wireless Services.
- (X) “Wireless Support Structure” means a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or, other existing or proposed structure designed to support or capable of supporting Wireless Facilities. Such term shall not include a utility pole.

Section 3 – Permitted Use; Application and Fees

- (A) Permitted Use. Collocation of a Small Wireless Facility or installation of a new, replacement, or modified Utility Pole or Wireless Support Structure for the collocation of a Small Wireless Facility shall be a permitted use, subject to the restrictions in this Title.
- (B) Agreement and Permit Required. No person shall place a Small Wireless Facility in the Rights-of-Way, without first filing a Right-of-Way Use Agreement Application and a Right-of-Way Use Permit after the Agreement has been executed, except as otherwise provided in this Chapter.
- (C) Agreement and Permit Applications. All Applications for Right -of-Way Use Agreements and Permits filed pursuant to this Chapter shall be on a form, paper or electronic, provided by the City. The Applicant may designate portions of its Application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each page of such materials accordingly.
- (D) Application Requirements. The Application shall be made by the Wireless Provider or its duly authorized representative and shall contain the following:
 - (1) The Applicant’s name, address, telephone number, and e-mail address;
 - (2) The names, addresses, telephone numbers, and e-mail addresses of all consultants, contractors and subcontractors, if any, acting on behalf of the Applicant with respect to the filing of the Application or who may be involved in doing any work on behalf of the Applicant;
 - (3) A general description of the proposed work and the purposes and intent of the Small Wireless Facility. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed; and
 - (4) A statement that all Wireless Facilities shall comply with all applicable codes.

- (E) Information Updates. Any amendment to information contained in a Permit Application shall be submitted in writing to the City within thirty (30) days after the change necessitating the amendment.
- (F) Application Fees. Unless otherwise provided by law, all Agreement and Permit Applications for Small Wireless Facility pursuant to this Chapter shall be accompanied by a fee for actual, direct, and reasonable costs incurred by the City related to processing the application and inspection, in the amount specified in Appendix A – Comprehensive Fees and Penalties.

Section 4 – Right-of-Way Use Agreement

- (A) A Right-of-Way Use Agreement is required prior to the issuance of a Right-of-Way Use Permit under this Chapter.
- (B) A Right-of-Way Use Agreement shall be no longer than five (5) years but may be extended upon agreement of the City.
- (C) A Right-of-Way Use Agreement shall provide for the Annual Lease Fee, which shall be due January 1 of each year of the Agreement. The initial Annual Lease payment shall be due upon execution of the Agreement and there are no provisions for pro-rating the initial payment.
- (D) Insurance. Each Permittee shall, at all times during the entire term of the Right-of-Way Use Agreement, maintain and require each contractor and subcontractor to maintain insurance with a reputable insurance company authorized to do business in the State of Tennessee and which has an A.M. Best rating (or equivalent) no less than "A" indemnifying the City from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of Permittee's Wireless Facilities in the Rights-of-Way. The amounts of such coverage shall be not less than the following:
 - (1) Worker's compensation and employer's liability insurance. Tennessee statutory requirements.
 - (2) Comprehensive general liability. Commercial general liability occurrence form, including premises/operations, independent contractor's contractual liability, product/completed operations; X, C, U coverage; and personal injury coverage for limits as specified in Appendix A – Comprehensive Fees and Penalties but in no case less than one million dollars (\$1,000,000) per occurrence, combined single limit and two million dollars (\$2,000,000) in the aggregate.
 - (3) Commercial Automobile liability. Commercial automobile liability coverage for all owned, non-owned and hired vehicles involved in operations under this Article XII for limits as specified in Appendix A – Comprehensive Fees and Penalties but in no case less than one million dollars (\$1,000,000) per occurrence combined single limit each accident.
 - (4) Commercial excess or umbrella liability. Commercial excess or umbrella liability coverage may be used in combination with primary coverage to achieve the required limits of liability.

The City shall be designated as an additional insured under each of the insurance policies required by this section except worker's compensation and employer's liability insurance. Permittee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this section. Permittee shall provide the City with at least thirty (30) days' advance written notice of any material changes or cancellation of any required insurance policy, except for non-payment of premium of the policy coverages. Permittee shall impose similar insurance requirements as identified in this section on its contractors and subcontractors.

- (E) Indemnification. Each Permittee, its consultant, contractor, and subcontractor, shall, at its sole cost and expense, indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents, at all times against any and all claims for personal injury, including death, and property damage arising in whole or in part from, caused by or connected with any act or omission of the Permittee, its officers, agents, employees or contractors arising out of, but not limited to, the construction, installation, operation, maintenance or removal of Permittee's Wireless System or Wireless Facilities in the Rights-of-Way. Each Permittee shall defend any actions or proceedings against the City in which it is claimed that personal injury, including death, or property damage was caused by the Permittee's construction, installation, operation, maintenance or removal of Permittee's Wireless System or Wireless Facilities in the Rights-of-Way. The obligation to indemnify, hold harmless and defend shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys' fees, reasonable expert fees, court costs and all other reasonable costs of indemnification.
- (F) A Permittee desiring to renew a Right-of-Way Use Permit prior to the expiration of the Agreement and/or Permit shall file an Application with the City for renewal of its authorization, which shall include the information and documents required for an initial Application and other material information reasonably required by the Director of Streets, or his or her designee.
- (G) The City shall make a determination accepting or denying the renewal Application in writing to the Permittee.
- (H) A valid Right-of-Way Use Agreement is required to obtain a Permit for the installation of Small Cell Wire Facilities, Poles, and associated equipment.
- (I) The City shall timely process any renewal Application provided that (i) Permittee is not then in material default under any provision of the Right-of-Way Agreement or the Right-of-Way Use Permit, or in material non-compliance with this Chapter, and (ii) has otherwise satisfactorily performed all of its obligations under the Right-of-Way Agreement, the Right-of-Way Use Permit, and this Chapter during the expiring term. In the event the City elects not to renew, it shall provide a written basis for such non-renewal. Determinations to grant or deny a renewal application shall be made on a nondiscriminatory and competitively neutral basis. The City shall not unreasonably delay, condition, withhold or deny the issuance of a renewal Permit.
- (J) As-built maps. As the City controls and maintains the Right-of-Way for the benefit of its citizens, it is the responsibility of the City to ensure that such public Right-of-Way meet the highest possible public safety standards. Upon request by the City and within thirty (30) days of such a request, a Permittee shall submit to the Department of Engineering (or shall have otherwise maintained on file with the Department) as-built maps and engineering specifications depicting and certifying the location of all its existing Small Wireless Facilities within the Right-of-Way, provided in standard electronic or paper format in a manner established by the Director of Engineering, or his or her designee. Such maps are, and shall remain, confidential documents and are exempt from public disclosure under the Tennessee Open Records Act (Tenn. Code Ann. §10-7-101 *et seq.*) to the maximum extent of the law. After submittal of the as-built maps as required under this section, each Permittee having Small Wireless Facilities in the City Right-of-Way shall update such maps as required under this chapter upon written request by the City.
- (K) Right to inspect. With just and reasonable cause the City shall have the right to inspect all of the Small Wireless Facilities, including aerial facilities and underground facilities, to ensure general health and safety with respect to such facilities and to determine compliance with the terms of this Chapter and other applicable laws and regulations. Any Permittee shall be required

to cooperate with all such inspections and to provide reasonable and relevant information requested by the City as part of the inspection.

(L) Transitional provisions.

- (1) Persons already authorized to use the Right-of-Way. Any Wireless Provider and/or entity holding a permit or other authorization from the City to own, construct, install, operate, and/or maintain Wireless Facilities in the Right-of-Way to provide services may continue to conduct those activities expressly authorized until the earlier of the following: i) the conclusion of the present term of its existing authorization, or ii) 180 days after the effective date of this Chapter. Notwithstanding the foregoing, any such Person shall apply for a superseding Right-of-Way Use Permit and Right-of-Way Use Agreement pursuant to this Chapter within 90 days after the effective date of the Chapter and shall be subject to the terms and conditions of this Chapter. Upon such Application, such Person shall be allowed to continue to own, operate and/or maintain is Wireless Facilities in the Right-of-Way until such Right-of-Way Use Agreement becomes effective.
- (2) Operating without Right-of-Way Use Authorization. Any Person that owns or operates any Wireless Facilities currently located in the Right-of-Way, the construction, operation, or maintenance of which is not currently authorized but is required to be authorized under this Chapter, shall have ninety (90) days from the effective date of this Chapter to apply for a Right-of-Way Use Agreement. Any Person timely filing such an Application shall not be subject to penalties for failure to hold a Right-of-Way Use Agreement or Right-of-Way Use Permit, provided that said Application remains pending. Nothing herein shall relieve any Person of any liability for its failure to obtain a Right-of-Way Use Agreement, Right-of-Way Use Permit, or other authorization required under other provisions of this Chapter or City ordinances or regulations, and nothing herein shall prevent the City from requiring removal of any Wireless Facilities installed in violation of this Chapter or City ordinances or regulations.

Section 5—Permit Applications

- (A) No Person which has been issued a Right-of-Way Use Agreement by the City may construct, install, and/or operate Wireless Facilities that occupy the Right-of-Way without first obtaining a Right-of-Way Use Permit from the City. Any Right-of-Way use Permit shall be reviewed, issued and administered in a non-discriminatory manner, shall be subject to such reasonable conditions as the City may from time to time establish for effective management of the Right-of-Way, and otherwise shall conform to the requirements of this Chapter and applicable law.
- (B) The City shall review the Application in light of its conformity with applicable regulations of this Chapter, and shall issue a Permit on nondiscriminatory terms and conditions subject to the following requirements:
 - (1) The Applicant must have entered into a Right-of-Way Use Agreement with the City; and
 - (2) The City must advise the Applicant in writing of its final decision, and in the final decision document the basis for a denial, including specific code provisions on which the denial was based, and send the documentation to the Applicant on or before the day the City denies the Application. The Applicant may cure the deficiencies identified by the City and resubmit the Application within thirty (30) days of the denial without paying an additional Application Fee. Unless, approval is required by the Franklin Municipal Planning Commission, the City shall approve or deny the revised Application within thirty

(30) days of receipt of the amended Application. The subsequent review by the City shall be limited to the deficiencies cited in the original denial.

- (C) An Applicant seeking to construct, modify or replace a network of Small Wireless Facilities may after execution of an Agreement, file a consolidated Permit Application and receive a single Permit for the installation of multiple Small Wireless Facilities as approved in their Agreement. The City, at their discretion may issue a single permit for each location to facilitate the timely installation, inspection, and documenting of installed facilities. The City's denial of any site or sites within a single Permit Application shall not affect the validity of other sites submitted in the same Application and the City shall grant Permit(s) for all sites approved in the Agreement to facilitate the timely installation, inspection, and documenting of installed facilities.

Section 6 –Facilities in the ROW; Maximum Height; Other Requirements

- (A) Unless otherwise determined by City staff, in an attempt to blend into the built environment, all Small Wireless Facilities, new or modified Utility Poles, Wireless Support Structures for the Collocation of Small Wireless Facilities, and associated equipment shall be similar in size, mass, and color to similar facilities and equipment in the immediate area subject to following requirements:
- (1) Collocation is required, when possible. Should the Wireless Provider not be able to collocate, the Wireless Provider shall provide justification in the application.
 - (2) Any collocation or new installation that occurs within 500 feet of an existing single-family residential uses shall require approval of the Franklin Municipal Planning Commission.
 - (3) Utility Poles - Maximum Height, Diameter, Design, Color. Newly erected Utility Poles shall be similar and match the height design, and color of existing Utility Poles in the immediate area but in no case, shall new or modified Utility Pole or Wireless Support Structure installed in the Rights-of-Way exceed the greater of:
 - (a) Six (6) feet above the tallest existing Utility Pole in the Rights-of-Way in place as of the effective date of this Chapter located within 500 feet of the new pole; or
 - (b) Forty (40) feet above ground level.
 - (c) Wood poles are not allowed.
 - (d) When unable to match the design and color of existing Utility Poles in the immediate area new poles shall be designed using stealth or camouflaging techniques, to make the installation as least intrusive as possible including stealth poles that are black or dark green in color, powder-coated, that do not exceed 16 inches in diameter. The City reserves the right to require a street light on the Utility Pole.
- (B) The Franklin Municipal Planning Commission shall have approved the installation of new Utility Poles where no Utility Poles exist.
- (C) New Small Wireless Facilities, Antennas, and associated equipment shall be similar in size, mass, and color to similar facilities and equipment in the immediate area of the proposed facilities and equipment, minimizing the physical and visual impact to the community, including but not limited to:
- (1) Any equipment that is required for a Small Wireless Facility shall be mounted on the pole and located in a shelter or case that does not extend more than 6 (six) inches past the edge of the pole it is mounted on. City staff has the discretion for authorizing ground-mounted equipment when unique or exceptional circumstances exist to protect the character of the surround area.
- (D) From time to time, additional criteria regarding the location, type, and/or design of Small Cell Facilities and Utility Poles shall be subject to change. All changes shall be made available to the public for 30 days and compiled into a set of guidelines titled, City of Franklin Guidelines for

Wireless Communications Facilities in the Public Right-of-Way. In no case, shall any Guidelines be retroactive. Facilities approved in executed Agreements or facilities for which Right-of-Way Use Permits have been issued prior to the effective date of a new Guideline shall not be affected.

- (E) Construction in the Rights-of-Way. All construction, installation, maintenance, and operation of Wireless Facilities in the Right-of-Way by any Wireless Provider shall conform to the requirements of the following publications, as from time to time amended: The Rules of Tennessee Department of Transportation Right-of-Way Division, the National Electrical Code, and the National Electrical Safety Code, as might apply.
- (F) Franklin Municipal Planning Commission Approval. Unless otherwise provided in this ordinance, the Franklin Municipal Planning Commission approval shall be required for:
 - (1) Any Wireless Provider that seeks to construct or modify a Utility Pole, Wireless Support Structure or Wireless Facility that is determined to not comply with the Height, Diameter, Design, Color standards and expectations set forth in Sections 6(A)–(D) above.
 - (2) New Utility Poles or Wireless Support Structures shall not be permitted to be installed in the Rights-of-Way in areas in which no Utility Poles, streetlight poles, or Wireless Support Structures exist at the time of Application without prior approval by the Franklin Municipal Planning Commission.

Section 7 – Effect of Permit

- (A) Authority Granted; No Property Right or Other Interest Created. A Permit authorizes an Applicant to undertake only certain activities in accordance with this Chapter, and does not create a property right or grant authority to the Applicant to impinge upon the rights of others who may already have an interest in the Rights-of-Way.
- (B) Duration. No Permit issued under this Chapter shall be valid for a period longer than twelve (12) months unless construction has commenced within that period and is thereafter diligently pursued to completion. In the event that construction begins but is inactive for more than ninety (90) days, the Permit expires.
- (C) Termination of Permit. In all other circumstances, the Permit expires in twelve (12) months.

Section 8 – Maintenance, Removal, Relocation or Modification of Small Wireless Facility and Fiber in the ROW

- (A) Notice. Within ninety (90) days following written notice from the City, the Permittee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any Small Wireless Facilities within the Rights-of-Way whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the Rights-of-Way. The City agrees to use good faith efforts to accommodate any such disconnection, removal, relocation, change, or alteration and to assist with identifying and securing a mutually agreed upon alternative location.
- (B) Maintenance of existing Facilities. With respect to each Wireless Facility installed pursuant to a Right-of-Way Use Permit, Permittee is hereby permitted to enter the Right-of-Way at any time to conduct repairs, maintenance or replacement not substantially changing the physical dimension of the Wireless Facility. Permittee shall comply with all rules, standards and restrictions applied by the City to all work within the Right-of-Way. If required by City, Permittee shall submit a “maintenance of traffic” plan for any work resulting in significant blockage of the Right-of-Way. However, no excavation or work of any kind may be performed without a Permit, except in the event of an emergency. In the event of emergency, Permittee shall attempt to provide advance written or oral notice to the Streets Director.

- (C) Removal of existing Facilities. If the Permittee removes any Wireless Facilities, it shall notify the City of such change within sixty (60) days.
- (D) Damage to Facilities or property. A Permittee, including any contractor or subcontractor working for a Permittee, shall avoid damage to any Wireless Facilities and/or public or private property. If any Wireless Facilities and/or public or private property are damaged by Permittee, including any contractor or subcontractor working for Permittee, the Permittee shall promptly commence such repair and restore such property within ten (10) business days. Permittee shall utilize the Tennessee One Call System prior to any disturbance of the Rights-of-Way and shall adhere to all other requirements of the Tennessee Underground Utility Damage Prevention Act.
- (E) Emergency Removal or Relocation of Facilities. The City retains the right and privilege to cut or move any Small Wireless Facility located within the Rights-of-Way of the City, as the City may determine to be necessary, appropriate or useful in response to any serious public health or safety emergency. If circumstances permit, the City shall notify the Wireless Provider in writing and provide the Wireless Provider a reasonable opportunity to move its own Wireless Facilities prior to cutting or removing a Wireless Facility and shall notify the Wireless Provider after cutting or removing a Wireless Facility. Any removal shall be at the Wireless Providers sole cost. Should the Wireless Facility be collocated on property owned by a third-party, the City shall rely on the third-party to remove the Wireless Facility and shall be provided adequate notice and time to facilitate such removal.
- (F) Abandonment of Facilities. Upon abandonment of a Small Wireless Facility within the Rights-of-Way of the City, the Wireless Provider shall notify the City within ninety (90) days. Following receipt of such notice the City may direct the Wireless Provider to remove all or any portion of the Small Wireless Facility if the City reasonably determines that such removal will be in the best interest of the public health, safety and welfare. Should the Wireless Facility be collocated on property owned by a third-party, the City shall rely on the third-party to remove the Wireless Facility and shall be provided adequate notice and time to facilitate such removal. Any removal shall be at the Wireless Providers sole cost.
- (G) Use Agreement Expiration. At the expiration of each Agreement, the Applicant shall remove all Wireless Facilities. Should the Applicant not remove the Wireless Facilities, the City shall remove the Wireless Facilities and shall assess costs to the Applicant and shall use all available remedies to recover said costs. Should the Wireless Facility be collocated on property owned by a third-party, the City shall rely on the third-party to remove the Wireless Facility and shall be provided adequate notice and time to facilitate such removal.
- (H) Failure to remove Wireless Facilities pursuant to this Code will result in no future permits being granted.

Section 9 – Public Right-of-Way Rates - Attachment to City-Owned/Leased Utility Poles and New Utility Poles installed within the Public Right-of-Way or City-Owned/Leased Property.

- (A) Annual Rate. The rate to place a Small Wireless Facility on a City-owned or leased pole in the Right-of-Way shall be reasonable direct cost-based compensation in the amount stated in Appendix A – Comprehensive Fees and Penalties per year for all City-owned or leased poles in the Rights-of-Way. All equipment attached to a City-owned pole shall constitute a single attachment and therefore a single use of a City-owned pole. Such compensation, for the first year, together with the Application Fee specified in this Chapter shall be the sole compensation that the Wireless Provider shall be required to pay the City. This rate will be due January 1 of each year of the Agreement.

- (B) A Wireless Provider authorized to place a new Utility Pole within Public Right-of-Way or on City-owned or leased property shall pay to the City reasonable direct cost-based compensation for use of the Right-of-Way or property in the amount stated in Appendix A – Comprehensive Fees and Penalties. This rate will be due January 1 of each year of the Agreement..
- (C) Make-Ready. For City-Owned or leased Utility Poles in the Rights-of-Way, the City shall provide a good faith reasonable direct cost-based estimate for any make-ready work necessary to enable the pole to support the requested Small Wireless Facility, including pole replacement if necessary, within sixty (60) days after receipt of a completed request. Make-ready work including any pole replacement shall be completed within sixty (60) days of written acceptance of the good faith estimate by the Wireless Provider.

Section 10 – Remedies; violations.

In the event a reasonable determination is made that a Person has violated any provision of this Chapter, Right-of-Way Use Agreement, or a Right-of-Way Use Permit, such Person shall be provided written notice of the determination and the specific, detailed reasons therefor. Except in the case of an emergency, the Person shall have thirty (30) days to commence to cure the violation. If the nature of the violation is such that it cannot be fully cured within such time period, the City, in its reasonable judgment, may extend the time period to cure, provided that the Person has commenced to cure and is diligently pursuing its efforts to cure. If the violation has not been cured within the time allowed, the City may take all actions authorized by this chapter and/or Tennessee law and regulations.

Section 11-General provisions.

- (A) Historic Preservation Overlay. For Applications for property located inside the Historic Preservation Overlay, the Applicant must also obtain approval from the Historic Zoning Commission prior to execution of an Agreement.
- (B) Proprietary information. If a Person considers information it is obligated to provide to the City under this Chapter to be a business or trade secret or otherwise proprietary or confidential in nature and desires to protect the information from disclosure, then the Person shall mark such information as proprietary and confidential. Subject to the requirements of the Tennessee Open Records Act (Tenn. Code Ann. §10-7-101 *et seq.*) as amended, and other applicable law, the City shall exercise reasonable good faith efforts to protect such proprietary and confidential information that is so marked from disclosure to the maximum extent of the law. The City shall provide written notice to the Person in the following circumstances: i) if the City receives a request for disclosure of such proprietary and confidential information and the City Attorney determines that the information is or may be subject to disclosure under applicable law; or ii) if the City Attorney determines that the information should be disclosed in relation to its enforcement of this Chapter or the exercise of its police or regulatory powers. In the event the Person does not obtain a protective order barring disclosure of the information from a court of competent jurisdiction within thirty (30) days following receipt of the City's notice, then the City may disclose the information without further written notice to the Person.
- (C) Duty to provide information. Within ten (10) days of a written request from the City, a Permittee shall furnish the City with information sufficient to demonstrate the following: that the Permittee has complied with all requirements of this Chapter; that all fees due to the City in connection with the services provided and Wireless Facilities installed by the Permittee have been properly paid by the Permittee; and any other information reasonably required relating to the Permittee's obligations pursuant to this Chapter.
- (D) No substitute for other required permissions. No Right-of-Way Use Agreement or Right-of-Way Use Permit includes, means, or is in whole or part a substitute for any other permit or

authorization required by the laws and regulations of the City for the privilege of transacting and carrying on a business within the City or any permit or agreement for occupying any other property of the City.

- (E) No waiver. The failure of the City to insist on timely performance or compliance by any Permittee holding a Right-of-Way Use Agreement shall not constitute a waiver of the City's right to later insist on timely performance or compliance by that Permittee or any other Permittee holding such Right-of-Way Use Agreement. The failure of the City to enforce any provision of this Chapter on any occasion shall not operate as a waiver or estoppel of its right to enforce any provision of this Chapter on any other occasion, nor shall the failure to enforce any prior ordinance or City Charter provision affecting the Right-of-Way, any Wireless Facilities, or any user or occupant of the Right-of-Way act as a waiver or estoppel against enforcement of this Chapter or any other provision of applicable law.
- (F) Policies and Procedures. The City is authorized to establish such written policies and procedures consistent with this Chapter as the City reasonably deems necessary for the implementation of this Chapter.
- (G) Police powers. The City, by granting any Permit or taking any other action pursuant to this Chapter, does not waive, reduce, lessen or impair the lawful police powers vested in the City under applicable federal, state and local laws and regulations.
- (H) Severability. If any section, subsection, sentence, clause, phrase or word of this Chapter is for any reason held illegal or invalid by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision, and such holding shall not render the remainder of this Chapter invalid.

Section 12 – Effective Date

This Ordinance shall take effect immediately upon its passage, approval, and publication.

ATTEST:

By: _____
Eric Stuckey
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING:

PASSED SECOND READING:

ORDINANCE 2017-04

AN ORDINANCE ESTABLISHING STANDARDS FOR SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

WHEREAS, the City of Franklin (“City”), Tennessee, desires to encourage wireless infrastructure investment by providing a fair and predictable process for the deployment of small wireless facilities, while enabling the City to promote the management of the rights-of-way in the overall interests of the public health, safety and welfare; and

WHEREAS, the City recognizes that small wireless facilities are critical to delivering wireless access to advance technology, broadband and 9-1-1 services to homes, businesses, schools within the City; and

WHEREAS, the City recognizes that small wireless facilities, including facilities commonly referred to as small cells and distributed antenna systems, often may be deployed most effectively in the public rights-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN, TENNESSEE, that Title 16 of the Municipal Code of the City of Franklin shall be amended by adding the following Chapter 14 that will read as follows:

CHAPTER 14

Section 1 – Purpose and Scope

- (A) Purpose. The purpose of this Chapter is to establish policies and procedures for the placement of small wireless facilities in the public rights-of-way within the City’s jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the City’s rights-of-way and to the City as a whole.
- (B) Intent. In enacting this Chapter, the City is establishing uniform standards to address issues presented by small wireless facilities, including without limitation, to:
 - (1) prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
 - (2) prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
 - (3) prevent interference with the facilities and operations of facilities lawfully located in public rights-of-way or public property;
 - (4) protect against environmental damage, including damage to trees;
 - (5) preserve the character of the neighborhoods in which facilities are installed; and
 - (6) facilitate rapid deployment of Small Wireless Facilities to provide the benefits of advanced wireless services.
- (C) Conflicts with Other Chapters. This Chapter supersedes all Chapters or parts of Chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Section 2 - Definitions

- (A) “Antenna” means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

- (B) "Annual Lease Fee" means the fee due to the City for the reimbursement for the installation of a Small Wireless Facility on City property irrespective of whether the property is owned, leased, or within the public right-of-way. Each installation/spot is a separate Annual Lease Fee.
- (C) "Applicable Codes" means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons to the extent not inconsistent with the terms of this Chapter.
- (D) "Applicant" means any person who submits an Application and is a Wireless Provider.
- (E) "Application" means a request submitted by an Applicant (i) for an Agreement to erect and/or install Small Wireless Facilities within the City of Franklin right-of-way; (ii) for a Permit to collocate Small Wireless Facilities; (iii) to approve the installation or modification of a Utility Pole or Wireless Support Structure, subject to the requirements of this Chapter.
- (F) "City" means City of Franklin, Tennessee.
- (G) "City Owned/Leased Pole" means (i) a Utility Pole owned/leased by the City in the Rights-of-Way, including a Utility Pole that provides lighting or traffic control functions, including light poles, traffic signals, and structures for signage; and (ii) a pole or similar structure owned/leased by the City in the Rights-of-Way that supports only Wireless Facilities.
- (H) "Collocate" means to install, mount, maintain, modify, operate, or replace one or more Wireless Facilities on, under, within, or adjacent to a Wireless Support Structure or Utility Pole. "Collocation" has a corresponding meaning.
- (I) "Day" means calendar day.
- (J) "Fee" means a one-time charge.
- (K) "Permittee" means an Applicant who is party to an Agreement and/or has been granted a Permit.
- (L) "Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.
- (M) "Rate" means a recurring charge.
- (N) "Right(s)-of-Way" or "ROW" means the space in, upon, above, along, across, and over all public streets, highways, avenues, roads, alleys, sidewalks, tunnels, viaducts, bridges, skyways, or any other public place, area or property under the control of the City, and any unrestricted public utility easements established, dedicated, platted, improved or devoted for utility purposes but excluding lands other than streets that are owned by the City. The phrase "in the public right(s)-of-way" means "in, on, over, along, above and/or under the public right(s)-of-way."
- (O) "Right-of-Way Use Agreement" or "Agreement" means an agreement between the City and the Wireless Service Provider issued pursuant to this Title.
- (P) "Small Wireless Facility" means a Wireless Facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the Antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and (ii) all other wireless equipment associated with the facility is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, vertical cable runs for the connection of power and other services, and Utility Poles or other support structures.
- (Q) "Right of Way Use Permit" or "Permit" means an excavation/road bore permit for excavation of a street for the construction or installation of fiber optic cable, conduit, and associated equipment in the Right-of-Way.

- (R) “Utility Pole” means a pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for telecommunications, cable or electric service, or for lighting, traffic control, signage, or a similar function regardless of ownership, including City-owned/leased poles. Such term shall not include structures supporting only Wireless Facilities.
- (S) “Wireless Facility” means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, Antennas, wires, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes Small Wireless Facilities. The term does not include the structure or improvements on, under, or within which the equipment is collocated.
- (T) “Wireless Infrastructure Provider” means any person, including a person authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment, Wireless Facilities or Wireless Support Structures, but that is not a Wireless Services Provider.
- (U) “Wireless Provider” means a wireless infrastructure provider or a Wireless Services Provider.
- (V) “Wireless Services” means any services, whether at a fixed location or mobile, provided using Wireless Facilities.
- (W) “Wireless Services Provider” means a person who provides Wireless Services.
- (X) “Wireless Support Structure” means a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or, other existing or proposed structure designed to support or capable of supporting Wireless Facilities. Such term shall not include a utility pole.

Section 3 – Permitted Use; Application and Fees

- (A) Permitted Use. Collocation of a Small Wireless Facility or installation of a new, replacement, or modified Utility Pole or Wireless Support Structure for the collocation of a Small Wireless Facility shall be a permitted use, subject to the restrictions in this Title.
- (B) Agreement and Permit Required. No person shall place a Small Wireless Facility in the Rights-of-Way, without first filing a Right-of-Way Use Agreement Application and a Right-of-Way Use Permit after the Agreement has been executed, except as otherwise provided in this Chapter.
- (C) Agreement and Permit Applications. All Applications for Right -of-Way Use Agreements and Permits filed pursuant to this Chapter shall be on a form, paper or electronic, provided by the City. The Applicant may designate portions of its Application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each page of such materials accordingly.
- (D) Application Requirements. The Application shall be made by the Wireless Provider or its duly authorized representative and shall contain the following:
 - (1) The Applicant’s name, address, telephone number, and e-mail address;
 - (2) The names, addresses, telephone numbers, and e-mail addresses of all consultants, contractors and subcontractors, if any, acting on behalf of the Applicant with respect to the filing of the Application or who may be involved in doing any work on behalf of the Applicant;
 - (3) A general description of the proposed work and the purposes and intent of the Small Wireless Facility. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed; and
 - (4) A statement that all Wireless Facilities shall comply with all applicable codes.

- (E) Information Updates. Any amendment to information contained in a Permit Application shall be submitted in writing to the City within thirty (30) days after the change necessitating the amendment.
- (F) Application Fees. Unless otherwise provided by law, all Agreement and Permit Applications for Small Wireless Facility pursuant to this Chapter shall be accompanied by a fee for actual, direct, and reasonable costs incurred by the City related to processing the application and inspection, in the amount specified in Appendix A – Comprehensive Fees and Penalties.

Section 4 – Right-of-Way Use Agreement

- (A) A Right-of-Way Use Agreement is required prior to the issuance of a Right-of-Way Use Permit under this Chapter.
- (B) A Right-of-Way Use Agreement shall be no longer than five (5) years but may be extended upon agreement of the City.
- (C) The City Administrator shall have the authority to execute the Right-of Way Use Agreements.
- ~~(C)(D)~~ A Right-of-Way Use Agreement shall provide for the Annual Lease Fee, which shall be due January 1 of each year of the Agreement. The initial Annual Lease payment shall be due upon execution of the Agreement and there are no provisions for pro-rating the initial payment.
- ~~(D)(E)~~ Insurance. Each Permittee shall, at all times during the entire term of the Right-of-Way Use Agreement, maintain and require each contractor and subcontractor to maintain insurance with a reputable insurance company authorized to do business in the State of Tennessee and which has an A.M. Best rating (or equivalent) no less than "A" indemnifying the City from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of Permittee's Wireless Facilities in the Rights-of-Way. The amounts of such coverage shall be not less than the following:
 - (1) Worker's compensation and employer's liability insurance. Tennessee statutory requirements.
 - (2) Comprehensive general liability. Commercial general liability occurrence form, including premises/operations, independent contractor's contractual liability, product/completed operations; X, C, U coverage; and personal injury coverage for limits as specified in Appendix A – Comprehensive Fees and Penalties but in no case less than one million dollars (\$1,000,000) per occurrence, combined single limit and two million dollars (\$2,000,000) in the aggregate.
 - (3) Commercial Automobile liability. Commercial automobile liability coverage for all owned, non-owned and hired vehicles involved in operations under this Article XII for limits as specified in Appendix A – Comprehensive Fees and Penalties but in no case less than one million dollars (\$1,000,000) per occurrence combined single limit each accident.
 - (4) Commercial excess or umbrella liability. Commercial excess or umbrella liability coverage may be used in combination with primary coverage to achieve the required limits of liability.

The City shall be designated as an additional insured under each of the insurance policies required by this section except worker's compensation and employer's liability insurance. Permittee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this section. Permittee shall provide the City with at least thirty (30) days' advance written notice of any material changes or cancellation of any required insurance policy, except for non-payment of premium of the policy coverages.

Permittee shall impose similar insurance requirements as identified in this section on its contractors and subcontractors.

~~(E)~~(F) Indemnification. Each Permittee, its consultant, contractor, and subcontractor, shall, at its sole cost and expense, indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents, at all times against any and all claims for personal injury, including death, and property damage arising in whole or in part from, caused by or connected with any act or omission of the Permittee, its officers, agents, employees or contractors arising out of, but not limited to, the construction, installation, operation, maintenance or removal of Permittee's Wireless System or Wireless Facilities in the Rights-of-Way. Each Permittee shall defend any actions or proceedings against the City in which it is claimed that personal injury, including death, or property damage was caused by the Permittee's construction, installation, operation, maintenance or removal of Permittee's Wireless System or Wireless Facilities in the Rights-of-Way. The obligation to indemnify, hold harmless and defend shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys' fees, reasonable expert fees, court costs and all other reasonable costs of indemnification.

~~(F)~~(G) A Permittee desiring to renew a Right-of-Way Use Permit prior to the expiration of the Agreement and/or Permit shall file an Application with the City for renewal of its authorization, which shall include the information and documents required for an initial Application and other material information reasonably required by the Director of Streets, or his or her designee.

~~(G)~~(H) The City shall make a determination accepting or denying the renewal Application in writing to the Permittee.

~~(H)~~(I) A valid Right-of-Way Use Agreement is required to obtain a Permit for the installation of Small Cell Wire Facilities, Poles, and associated equipment.

~~(I)~~(J) The City shall timely process any renewal Application provided that (i) Permittee is not then in material default under any provision of the Right-of-Way Agreement or the Right-of-Way Use Permit, or in material non-compliance with this Chapter, and (ii) has otherwise satisfactorily performed all of its obligations under the Right-of-Way Agreement, the Right-of-Way Use Permit, and this Chapter during the expiring term. In the event the City elects not to renew, it shall provide a written basis for such non-renewal. Determinations to grant or deny a renewal application shall be made on a nondiscriminatory and competitively neutral basis. The City shall not unreasonably delay, condition, withhold or deny the issuance of a renewal Permit.

~~(J)~~(K) As-built maps. As the City controls and maintains the Right-of-Way for the benefit of its citizens, it is the responsibility of the City to ensure that such public Right-of-Way meet the highest possible public safety standards. Upon request by the City and within thirty (30) days of such a request, a Permittee shall submit to the Department of Engineering (or shall have otherwise maintained on file with the Department) as-built maps and engineering specifications depicting and certifying the location of all its existing Small Wireless Facilities within the Right-of-Way, provided in standard electronic or paper format in a manner established by the Director of Engineering, or his or her designee. Such maps are, and shall remain, confidential documents and are exempt from public disclosure under the Tennessee Open Records Act (Tenn. Code Ann. §10-7-101 *et seq.*) to the maximum extent of the law. After submittal of the as-built maps as required under this section, each Permittee having Small Wireless Facilities in the City Right-of-Way shall update such maps as required under this chapter upon written request by the City.

~~(K)~~(L) Right to inspect. With just and reasonable cause the City shall have the right to inspect all of the Small Wireless Facilities, including aerial facilities and underground facilities, to ensure general health and safety with respect to such facilities and to determine compliance with the

terms of this Chapter and other applicable laws and regulations. Any Permittee shall be required to cooperate with all such inspections and to provide reasonable and relevant information requested by the City as part of the inspection.

~~(L)~~(M) Transitional provisions.

- (1) Persons already authorized to use the Right-of-Way. Any Wireless Provider and/or entity holding a permit or other authorization from the City to own, construct, install, operate, and/or maintain Wireless Facilities in the Right-of-Way to provide services may continue to conduct those activities expressly authorized until the earlier of the following: i) the conclusion of the present term of its existing authorization, or ii) 180 days after the effective date of this Chapter. Notwithstanding the foregoing, any such Person shall apply for a superseding Right-of-Way Use Permit and Right-of-Way Use Agreement pursuant to this Chapter within 90 days after the effective date of the Chapter and shall be subject to the terms and conditions of this Chapter. Upon such Application, such Person shall be allowed to continue to own, operate and/or maintain is Wireless Facilities in the Right-of-Way until such Right-of-Way Use Agreement becomes effective.
- (2) Operating without Right-of-Way Use Authorization. Any Person that owns or operates any Wireless Facilities currently located in the Right-of-Way, the construction, operation, or maintenance of which is not currently authorized but is required to be authorized under this Chapter, shall have ninety (90) days from the effective date of this Chapter to apply for a Right-of-Way Use Agreement. Any Person timely filing such an Application shall not be subject to penalties for failure to hold a Right-of-Way Use Agreement or Right-of-Way Use Permit, provided that said Application remains pending. Nothing herein shall relieve any Person of any liability for its failure to obtain a Right-of-Way Use Agreement, Right-of-Way Use Permit, or other authorization required under other provisions of this Chapter or City ordinances or regulations, and nothing herein shall prevent the City from requiring removal of any Wireless Facilities installed in violation of this Chapter or City ordinances or regulations.

Section 5—Permit Applications

- (A) No Person which has been issued a Right-of-Way Use Agreement by the City may construct, install, and/or operate Wireless Facilities that occupy the Right-of-Way without first obtaining a Right-of-Way Use Permit from the City. Any Right-of-Way use Permit shall be reviewed, issued and administered in a non-discriminatory manner, shall be subject to such reasonable conditions as the City may from time to time establish for effective management of the Right-of-Way, and otherwise shall conform to the requirements of this Chapter and applicable law.
- (B) The City shall review the Application in light of its conformity with applicable regulations of this Chapter, and shall issue a Permit on nondiscriminatory terms and conditions subject to the following requirements:
 - (1) The Applicant must have entered into a Right-of-Way Use Agreement with the City; and
 - (2) The City must advise the Applicant in writing of its final decision, and in the final decision document the basis for a denial, including specific code provisions on which the denial was based, and send the documentation to the Applicant on or before the day the City denies the Application. The Applicant may cure the deficiencies identified by the City and resubmit the Application within thirty (30) days of the denial without paying an additional Application Fee. Unless, approval is required by the Franklin Municipal

Planning Commission, the City shall approve or deny the revised Application within thirty (30) days of receipt of the amended Application. The subsequent review by the City shall be limited to the deficiencies cited in the original denial.

- (C) An Applicant seeking to construct, modify or replace a network of Small Wireless Facilities may after execution of an Agreement, file a consolidated Permit Application and receive a single Permit for the installation of multiple Small Wireless Facilities as approved in their Agreement. The City, at their discretion may issue a single permit for each location to facilitate the timely installation, inspection, and documenting of installed facilities. The City's denial of any site or sites within a single Permit Application shall not affect the validity of other sites submitted in the same Application and the City shall grant Permit(s) for all sites approved in the Agreement to facilitate the timely installation, inspection, and documenting of installed facilities.

Section 6 –Facilities in the ROW; Maximum Height; Other Requirements

- (A) Unless otherwise determined by City staff, in an attempt to blend into the built environment, all Small Wireless Facilities, new or modified Utility Poles, Wireless Support Structures for the Collocation of Small Wireless Facilities, and associated equipment shall be similar in size, mass, and color to similar facilities and equipment in the immediate area subject to following requirements:
- (1) Collocation is required, when possible. Should the Wireless Provider not be able to collocate, the Wireless Provider shall provide justification in the application.
 - (2) Any collocation or new installation that occurs within 500 feet of an existing single-family residential uses shall require approval of the Franklin Municipal Planning Commission.
 - (3) Utility Poles - Maximum Height, Diameter, Design, Color. Newly erected Utility Poles shall be similar and match the height design, and color of existing Utility Poles in the immediate area but in no case, shall new or modified Utility Pole or Wireless Support Structure installed in the Rights-of-Way exceed the greater of:
 - (a) Six (6) feet above the tallest existing Utility Pole in the Rights-of-Way in place as of the effective date of this Chapter located within 500 feet of the new pole; or
 - (b) Forty (40) feet above ground level.
 - (c) Wood poles are not allowed.
 - (d) When unable to match the design and color of existing Utility Poles in the immediate area new poles shall be designed using stealth or camouflaging techniques, to make the installation as least intrusive as possible including stealth poles that are black or dark green in color, powder-coated, that do not exceed 16 inches in diameter. The City reserves the right to require a street light on the Utility Pole.
- (B) The Franklin Municipal Planning Commission shall have approved the installation of new Utility Poles where no Utility Poles exist.
- (C) New Small Wireless Facilities, Antennas, and associated equipment shall be similar in size, mass, and color to similar facilities and equipment in the immediate area of the proposed facilities and equipment, minimizing the physical and visual impact to the community, including but not limited to:
- (1) Any associated equipment that is required for a Small Wireless Facility shall be mounted at least 8 feet above grade on the pole and located in a shelter or case that does not extend more than 126 (twelvesix) inches past the edge of the pole it is mounted on. In the case of collation, the mounts shall be on the same side of the pole. City staff has the discretion for authorizing ground-mounted equipment when unique or exceptional circumstances exist to protect the character of the surround area.
- (D) From time to time, additional criteria regarding the location, type, and/or design of Small Cell

Facilities and Utility Poles shall be subject to change. All changes shall be made available to the public for 30 days and compiled into a set of guidelines titled, City of Franklin Guidelines for Wireless Communications Facilities in the Public Right-of-Way. In no case, shall any Guidelines be retroactive. Facilities approved in executed Agreements or facilities for which Right-of-Way Use Permits have been issued prior to the effective date of a new Guideline shall not be affected.

- (E) Construction in the Rights-of-Way. All construction, installation, maintenance, and operation of Wireless Facilities in the Right-of-Way by any Wireless Provider shall conform to the requirements of the following publications, as from time to time amended: The Rules of Tennessee Department of Transportation Right-of-Way Division, the National Electrical Code, and the National Electrical Safety Code, as might apply.
- (F) Franklin Municipal Planning Commission Approval. Unless otherwise provided in this ordinance, the Franklin Municipal Planning Commission approval shall be required for:
 - (1) Any Wireless Provider that seeks to construct or modify a Utility Pole, Wireless Support Structure or Wireless Facility that is determined to not comply with the Height, Diameter, Design, Color standards and expectations set forth in Sections 6(A)–(D) above.
 - (2) New Utility Poles or Wireless Support Structures shall not be permitted to be installed in the Rights-of-Way in areas in which no Utility Poles, streetlight poles, or Wireless Support Structures exist at the time of Application without prior approval by the Franklin Municipal Planning Commission.

Section 7 – Effect of Permit

- (A) Authority Granted; No Property Right or Other Interest Created. A Permit authorizes an Applicant to undertake only certain activities in accordance with this Chapter, and does not create a property right or grant authority to the Applicant to impinge upon the rights of others who may already have an interest in the Rights-of-Way.
- (B) Duration. No Permit issued under this Chapter shall be valid for a period longer than twelve (12) months unless construction has commenced within that period and is thereafter diligently pursued to completion. In the event that construction begins but is inactive for more than ninety (90) days, the Permit expires.
- (C) Termination of Permit. In all other circumstances, the Permit expires in twelve (12) months.

Section 8 – Maintenance, Removal, Relocation or Modification of Small Wireless Facility and Fiber in the ROW

- (A) Notice. Within ninety (90) days following written notice from the City, the Permittee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any Small Wireless Facilities within the Rights-of-Way whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the Rights-of-Way. The City agrees to use good faith efforts to accommodate any such disconnection, removal, relocation, change, or alteration and to assist with identifying and securing a mutually agreed upon alternative location.
- (B) Maintenance of existing Facilities. With respect to each Wireless Facility installed pursuant to a Right-of-Way Use Permit, Permittee is hereby permitted to enter the Right-of-Way at any time to conduct repairs, maintenance or replacement not substantially changing the physical dimension of the Wireless Facility. Permittee shall comply with all rules, standards and restrictions applied by the City to all work within the Right-of-Way. If required by City, Permittee shall submit a “maintenance of traffic” plan for any work resulting in significant blockage of the Right-of-Way. However, no excavation or work of any kind may be performed without a Permit, except in

the event of an emergency. In the event of emergency, Permittee shall attempt to provide advance written or oral notice to the Streets Director.

- (C) Removal of existing Facilities. If the Permittee removes any Wireless Facilities, it shall notify the City of such change within sixty (60) days.
- (D) Damage to Facilities or property. A Permittee, including any contractor or subcontractor working for a Permittee, shall avoid damage to any Wireless Facilities and/or public or private property. If any Wireless Facilities and/or public or private property are damaged by Permittee, including any contractor or subcontractor working for Permittee, the Permittee shall promptly commence such repair and restore such property within ten (10) business days. Permittee shall utilize the Tennessee One Call System prior to any disturbance of the Rights-of-Way and shall adhere to all other requirements of the Tennessee Underground Utility Damage Prevention Act.
- (E) Emergency Removal or Relocation of Facilities. The City retains the right and privilege to cut or move any Small Wireless Facility located within the Rights-of-Way of the City, as the City may determine to be necessary, appropriate or useful in response to any serious public health or safety emergency. If circumstances permit, the City shall notify the Wireless Provider in writing and provide the Wireless Provider a reasonable opportunity to move its own Wireless Facilities prior to cutting or removing a Wireless Facility and shall notify the Wireless Provider after cutting or removing a Wireless Facility. Any removal shall be at the Wireless Providers sole cost. Should the Wireless Facility be collocated on property owned by a third-party, the City shall rely on the third-party to remove the Wireless Facility and shall be provided adequate notice and time to facilitate such removal.
- (F) Abandonment of Facilities. Upon abandonment of a Small Wireless Facility within the Rights-of-Way of the City, the Wireless Provider shall notify the City within ninety (90) days. Following receipt of such notice the City may direct the Wireless Provider to remove all or any portion of the Small Wireless Facility if the City reasonably determines that such removal will be in the best interest of the public health, safety and welfare. Should the Wireless Facility be collocated on property owned by a third-party, the City shall rely on the third-party to remove the Wireless Facility and shall be provided adequate notice and time to facilitate such removal. Any removal shall be at the Wireless Providers sole cost.
- (G) Use Agreement Expiration. At the expiration of each Agreement, the Applicant shall remove all Wireless Facilities. Should the Applicant not remove the Wireless Facilities, the City shall remove the Wireless Facilities and shall assess costs to the Applicant and shall use all available remedies to recover said costs. Should the Wireless Facility be collocated on property owned by a third-party, the City shall rely on the third-party to remove the Wireless Facility and shall be provided adequate notice and time to facilitate such removal.
- (H) Failure to remove Wireless Facilities pursuant to this Code will result in no future permits being granted.

Section 9 – Public Right-of-Way Rates - Attachment to City-Owned/Leased Utility Poles and New Utility Poles installed within the Public Right-of-Way or City-Owned/Leased Property.

- (A) Annual Rate. The rate to place a Small Wireless Facility on a City-owned or leased pole in the Right-of-Way shall be reasonable direct cost-based compensation in the amount stated in Appendix A – Comprehensive Fees and Penalties per year for all City-owned or leased poles in the Rights-of-Way. All equipment attached to a City-owned pole shall constitute a single attachment and therefore a single use of a City-owned pole. Such compensation, for the first year, together with the Application Fee specified in this Chapter shall be the sole compensation that the Wireless

Provider shall be required to pay the City. This rate will be due January 1 of each year of the Agreement.

- (B) A Wireless Provider authorized to place a new Utility Pole within Public Right-of-Way or on City-owned or leased property shall pay to the City reasonable direct cost-based compensation for use of the Right-of-Way or property in the amount stated in Appendix A – Comprehensive Fees and Penalties. This rate will be due January 1 of each year of the Agreement..
- (C) Make-Ready. For City-Owned or leased Utility Poles in the Rights-of-Way, the City shall provide a good faith reasonable direct cost-based estimate for any make-ready work necessary to enable the pole to support the requested Small Wireless Facility, including pole replacement if necessary, within sixty (60) days after receipt of a completed request. Make-ready work including any pole replacement shall be completed within sixty (60) days of written acceptance of the good faith estimate by the Wireless Provider.

Section 10 – Remedies; violations.

In the event a reasonable determination is made that a Person has violated any provision of this Chapter, Right-of-Way Use Agreement, or a Right-of-Way Use Permit, such Person shall be provided written notice of the determination and the specific, detailed reasons therefor. Except in the case of an emergency, the Person shall have thirty (30) days to commence to cure the violation. If the nature of the violation is such that it cannot be fully cured within such time period, the City, in its reasonable judgment, may extend the time period to cure, provided that the Person has commenced to cure and is diligently pursuing its efforts to cure. If the violation has not been cured within the time allowed, the City may take all actions authorized by this chapter and/or Tennessee law and regulations.

Section 11-General provisions.

- (A) Historic Preservation Overlay. For Applications for property located inside the Historic Preservation Overlay, the Applicant must also obtain approval from the Historic Zoning Commission prior to execution of an Agreement.
- (B) Proprietary information. If a Person considers information it is obligated to provide to the City under this Chapter to be a business or trade secret or otherwise proprietary or confidential in nature and desires to protect the information from disclosure, then the Person shall mark such information as proprietary and confidential. Subject to the requirements of the Tennessee Open Records Act (Tenn. Code Ann. §10-7-101 *et seq.*) as amended, and other applicable law, the City shall exercise reasonable good faith efforts to protect such proprietary and confidential information that is so marked from disclosure to the maximum extent of the law. The City shall provide written notice to the Person in the following circumstances: i) if the City receives a request for disclosure of such proprietary and confidential information and the City Attorney determines that the information is or may be subject to disclosure under applicable law; or ii) if the City Attorney determines that the information should be disclosed in relation to its enforcement of this Chapter or the exercise of its police or regulatory powers. In the event the Person does not obtain a protective order barring disclosure of the information from a court of competent jurisdiction within thirty (30) days following receipt of the City's notice, then the City may disclose the information without further written notice to the Person.
- (C) Duty to provide information. Within ten (10) days of a written request from the City, a Permittee shall furnish the City with information sufficient to demonstrate the following: that the Permittee has complied with all requirements of this Chapter; that all fees due to the City in connection with the services provided and Wireless Facilities installed by the Permittee have been properly paid by the Permittee; and any other information reasonably required relating to the Permittee's obligations pursuant to this Chapter.

- (D) No substitute for other required permissions. No Right-of-Way Use Agreement or Right-of-Way Use Permit includes, means, or is in whole or part a substitute for any other permit or authorization required by the laws and regulations of the City for the privilege of transacting and carrying on a business within the City or any permit or agreement for occupying any other property of the City.
- (E) No waiver. The failure of the City to insist on timely performance or compliance by any Permittee holding a Right-of-Way Use Agreement shall not constitute a waiver of the City's right to later insist on timely performance or compliance by that Permittee or any other Permittee holding such Right-of-Way Use Agreement. The failure of the City to enforce any provision of this Chapter on any occasion shall not operate as a waiver or estoppel of its right to enforce any provision of this Chapter on any other occasion, nor shall the failure to enforce any prior ordinance or City Charter provision affecting the Right-of-Way, any Wireless Facilities, or any user or occupant of the Right-of-Way act as a waiver or estoppel against enforcement of this Chapter or any other provision of applicable law.
- (F) Policies and Procedures. The City is authorized to establish such written policies and procedures consistent with this Chapter as the City reasonably deems necessary for the implementation of this Chapter.
- (G) Police powers. The City, by granting any Permit or taking any other action pursuant to this Chapter, does not waive, reduce, lessen or impair the lawful police powers vested in the City under applicable federal, state and local laws and regulations.
- (H) Severability. If any section, subsection, sentence, clause, phrase or word of this Chapter is for any reason held illegal or invalid by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision, and such holding shall not render the remainder of this Chapter invalid.

Section 12 – Effective Date

This Ordinance shall take effect immediately upon its passage, approval, and publication.

ATTEST:

By: _____
Eric Stuckey
 City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
 Mayor

Approved as to form by:

 Shauna R. Billingsley
 City Attorney

PASSED FIRST READING:

PASSED SECOND READING:

ORDINANCE 2017-04

AN ORDINANCE ESTABLISHING STANDARDS FOR SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

WHEREAS, the City of Franklin ("City"), Tennessee, desires to encourage wireless infrastructure investment by providing a fair and predictable process for the deployment of small wireless facilities, while enabling the City to promote the management of the rights-of-way in the overall interests of the public health, safety and welfare; and

WHEREAS, the City recognizes that small wireless facilities are critical to delivering wireless access to advance technology, broadband and 9-1-1 services to homes, businesses, schools within the City; and

WHEREAS, the City recognizes that small wireless facilities, including facilities commonly referred to as small cells and distributed antenna systems, often may be deployed most effectively in the public rights-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN, TENNESSEE, that Title 16 of the Municipal Code of the City of Franklin shall be amended by adding the following Chapter 14 that will read as follows:

CHAPTER 14

Section 1 – Purpose and Scope

- (A) Purpose. The purpose of this Chapter is to establish policies and procedures for the placement of small wireless facilities in the public rights-of-way within the City's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the City's rights-of-way and to the City as a whole.
- (B) Intent. In enacting this Chapter, the City is establishing uniform standards to address issues presented by small wireless facilities, including without limitation, to:
 - (1) prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
 - (2) prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
 - (3) prevent interference with the facilities and operations of facilities lawfully located in public rights-of-way or public property;
 - (4) protect against environmental damage, including damage to trees;
 - (5) preserve the character of the neighborhoods in which facilities are installed; and
 - (6) facilitate rapid deployment of Small Wireless Facilities to provide the benefits of advanced wireless services.
- (C) Conflicts with Other Chapters. This Chapter supersedes all Chapters or parts of Chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Section 2 - Definitions

- (A) "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

- (B) "Annual Lease Fee" means the fee due to the City for the reimbursement for the installation of a Small Wireless Facility on City property irrespective of whether the property is owned, leased, or within the public right-of-way. Each installation/spot is a separate Annual Lease Fee.
- (C) "Applicable Codes" means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons to the extent not inconsistent with the terms of this Chapter.
- (D) "Applicant" means any person who submits an Application and is a Wireless Provider.
- (E) "Application" means a request submitted by an Applicant (i) for an Agreement to erect and/or install Small Wireless Facilities within the City of Franklin right-of-way; (ii) for a Permit to collocate Small Wireless Facilities; (iii) to approve the installation or modification of a Utility Pole or Wireless Support Structure, subject to the requirements of this Chapter.
- (F) "City" means City of Franklin, Tennessee.
- (G) "City Owned/Leased Pole" means (i) a Utility Pole owned/leased by the City in the Rights-of-Way, including a Utility Pole that provides lighting or traffic control functions, including light poles, traffic signals, and structures for signage; and (ii) a pole or similar structure owned/leased by the City in the Rights-of-Way that supports only Wireless Facilities.
- (H) "Collocate" means to install, mount, maintain, modify, operate, or replace one or more Wireless Facilities on, under, within, or adjacent to a Wireless Support Structure or Utility Pole. "Collocation" has a corresponding meaning.
- (I) "Day" means calendar day.
- (J) "Fee" means a one-time charge.
- (K) "Permittee" means an Applicant who is party to an Agreement and/or has been granted a Permit.
- (L) "Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.
- (M) "Rate" means a recurring charge.
- (N) "Right(s)-of-Way" or "ROW" means the space in, upon, above, along, across, and over all public streets, highways, avenues, roads, alleys, sidewalks, tunnels, viaducts, bridges, skyways, or any other public place, area or property under the control of the City, and any unrestricted public utility easements established, dedicated, platted, improved or devoted for utility purposes but excluding lands other than streets that are owned by the City. The phrase "in the public right(s)-of-way" means "in, on, over, along, above and/or under the public right(s)-of-way."
- (O) "Right-of-Way Use Agreement" or "Agreement" means an agreement between the City and the Wireless Service Provider issued pursuant to this Title.
- (P) "Small Wireless Facility" means a Wireless Facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the Antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and (ii) all other wireless equipment associated with the facility is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, vertical cable runs for the connection of power and other services, and Utility Poles or other support structures.
- (Q) "Right of Way Use Permit" or "Permit" means an excavation/road bore permit for excavation of a street for the construction or installation of fiber optic cable, conduit, and associated equipment in the Right-of-Way.

- (R) “Utility Pole” means a pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for telecommunications, cable or electric service, or for lighting, traffic control, signage, or a similar function regardless of ownership, including City-owned/leased poles. Such term shall not include structures supporting only Wireless Facilities.
- (S) “Wireless Facility” means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, Antennas, wires, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes Small Wireless Facilities. The term does not include the structure or improvements on, under, or within which the equipment is collocated.
- (T) “Wireless Infrastructure Provider” means any person, including a person authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment, Wireless Facilities or Wireless Support Structures, but that is not a Wireless Services Provider.
- (U) “Wireless Provider” means a wireless infrastructure provider or a Wireless Services Provider.
- (V) “Wireless Services” means any services, whether at a fixed location or mobile, provided using Wireless Facilities.
- (W) “Wireless Services Provider” means a person who provides Wireless Services.
- (X) “Wireless Support Structure” means a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or, other existing or proposed structure designed to support or capable of supporting Wireless Facilities. Such term shall not include a utility pole.

Section 3 – Permitted Use; Application and Fees

- (A) Permitted Use. Collocation of a Small Wireless Facility or installation of a new, replacement, or modified Utility Pole or Wireless Support Structure for the collocation of a Small Wireless Facility shall be a permitted use, subject to the restrictions in this Title.
- (B) Agreement and Permit Required. No person shall place a Small Wireless Facility in the Rights-of-Way, without first filing a Right-of-Way Use Agreement Application and a Right-of-Way Use Permit after the Agreement has been executed, except as otherwise provided in this Chapter.
- (C) Agreement and Permit Applications. All Applications for Right -of-Way Use Agreements and Permits filed pursuant to this Chapter shall be on a form, paper or electronic, provided by the City. The Applicant may designate portions of its Application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each page of such materials accordingly.
- (D) Application Requirements. The Application shall be made by the Wireless Provider or its duly authorized representative and shall contain the following:
 - (1) The Applicant’s name, address, telephone number, and e-mail address;
 - (2) The names, addresses, telephone numbers, and e-mail addresses of all consultants, contractors and subcontractors, if any, acting on behalf of the Applicant with respect to the filing of the Application or who may be involved in doing any work on behalf of the Applicant;
 - (3) A general description of the proposed work and the purposes and intent of the Small Wireless Facility. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed; and
 - (4) A statement that all Wireless Facilities shall comply with all applicable codes.

- (E) Information Updates. Any amendment to information contained in a Permit Application shall be submitted in writing to the City within thirty (30) days after the change necessitating the amendment.
- (F) Application Fees. Unless otherwise provided by law, all Agreement and Permit Applications for Small Wireless Facility pursuant to this Chapter shall be accompanied by a fee for actual, direct, and reasonable costs incurred by the City related to processing the application and inspection, in the amount specified in Appendix A – Comprehensive Fees and Penalties.

Section 4 – Right-of-Way Use Agreement

- (A) A Right-of-Way Use Agreement is required prior to the issuance of a Right-of-Way Use Permit under this Chapter.
- (B) A Right-of-Way Use Agreement shall be no longer than five (5) years but may be extended upon agreement of the City.
- (C) The City Administrator shall have the authority to execute the Right-of-Way Use Agreements.
- (D) A Right-of-Way Use Agreement shall provide for the Annual Lease Fee, which shall be due January 1 of each year of the Agreement. The initial Annual Lease payment shall be due upon execution of the Agreement and there are no provisions for pro-rating the initial payment.
- (E) Insurance. Each Permittee shall, at all times during the entire term of the Right-of-Way Use Agreement, maintain and require each contractor and subcontractor to maintain insurance with a reputable insurance company authorized to do business in the State of Tennessee and which has an A.M. Best rating (or equivalent) no less than "A" indemnifying the City from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of Permittee's Wireless Facilities in the Rights-of-Way. The amounts of such coverage shall be not less than the following:
 - (1) Worker's compensation and employer's liability insurance. Tennessee statutory requirements.
 - (2) Comprehensive general liability. Commercial general liability occurrence form, including premises/operations, independent contractor's contractual liability, product/completed operations; X, C, U coverage; and personal injury coverage for limits as specified in Appendix A – Comprehensive Fees and Penalties but in no case less than one million dollars (\$1,000,000) per occurrence, combined single limit and two million dollars (\$2,000,000) in the aggregate.
 - (3) Commercial Automobile liability. Commercial automobile liability coverage for all owned, non-owned and hired vehicles involved in operations under this Article XII for limits as specified in Appendix A – Comprehensive Fees and Penalties but in no case less than one million dollars (\$1,000,000) per occurrence combined single limit each accident.
 - (4) Commercial excess or umbrella liability. Commercial excess or umbrella liability coverage may be used in combination with primary coverage to achieve the required limits of liability.

The City shall be designated as an additional insured under each of the insurance policies required by this section except worker's compensation and employer's liability insurance. Permittee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this section. Permittee shall provide the City with at least thirty (30) days' advance written notice of any material changes or cancellation of any required insurance policy, except for non-payment of premium of the policy coverages.

Permittee shall impose similar insurance requirements as identified in this section on its contractors and subcontractors.

- (F) Indemnification. Each Permittee, its consultant, contractor, and subcontractor, shall, at its sole cost and expense, indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents, at all times against any and all claims for personal injury, including death, and property damage arising in whole or in part from, caused by or connected with any act or omission of the Permittee, its officers, agents, employees or contractors arising out of, but not limited to, the construction, installation, operation, maintenance or removal of Permittee's Wireless System or Wireless Facilities in the Rights-of-Way. Each Permittee shall defend any actions or proceedings against the City in which it is claimed that personal injury, including death, or property damage was caused by the Permittee's construction, installation, operation, maintenance or removal of Permittee's Wireless System or Wireless Facilities in the Rights-of-Way. The obligation to indemnify, hold harmless and defend shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys' fees, reasonable expert fees, court costs and all other reasonable costs of indemnification.
- (G) A Permittee desiring to renew a Right-of-Way Use Permit prior to the expiration of the Agreement and/or Permit shall file an Application with the City for renewal of its authorization, which shall include the information and documents required for an initial Application and other material information reasonably required by the Director of Streets, or his or her designee.
- (H) The City shall make a determination accepting or denying the renewal Application in writing to the Permittee.
- (I) A valid Right-of-Way Use Agreement is required to obtain a Permit for the installation of Small Cell Wire Facilities, Poles, and associated equipment.
- (J) The City shall timely process any renewal Application provided that (i) Permittee is not then in material default under any provision of the Right-of-Way Agreement or the Right-of-Way Use Permit, or in material non-compliance with this Chapter, and (ii) has otherwise satisfactorily performed all of its obligations under the Right-of-Way Agreement, the Right-of-Way Use Permit, and this Chapter during the expiring term. In the event the City elects not to renew, it shall provide a written basis for such non-renewal. Determinations to grant or deny a renewal application shall be made on a nondiscriminatory and competitively neutral basis. The City shall not unreasonably delay, condition, withhold or deny the issuance of a renewal Permit.
- (K) As-built maps. As the City controls and maintains the Right-of-Way for the benefit of its citizens, it is the responsibility of the City to ensure that such public Right-of-Way meet the highest possible public safety standards. Upon request by the City and within thirty (30) days of such a request, a Permittee shall submit to the Department of Engineering (or shall have otherwise maintained on file with the Department) as-built maps and engineering specifications depicting and certifying the location of all its existing Small Wireless Facilities within the Right-of-Way, provided in standard electronic or paper format in a manner established by the Director of Engineering, or his or her designee. Such maps are, and shall remain, confidential documents and are exempt from public disclosure under the Tennessee Open Records Act (Tenn. Code Ann. §10-7-101 *et seq.*) to the maximum extent of the law. After submittal of the as-built maps as required under this section, each Permittee having Small Wireless Facilities in the City Right-of-Way shall update such maps as required under this chapter upon written request by the City.
- (L) Right to inspect. With just and reasonable cause the City shall have the right to inspect all of the Small Wireless Facilities, including aerial facilities and underground facilities, to ensure general health and safety with respect to such facilities and to determine compliance with the

terms of this Chapter and other applicable laws and regulations. Any Permittee shall be required to cooperate with all such inspections and to provide reasonable and relevant information requested by the City as part of the inspection.

(M) Transitional provisions.

- (1) Persons already authorized to use the Right-of-Way. Any Wireless Provider and/or entity holding a permit or other authorization from the City to own, construct, install, operate, and/or maintain Wireless Facilities in the Right-of-Way to provide services may continue to conduct those activities expressly authorized until the earlier of the following: i) the conclusion of the present term of its existing authorization, or ii) 180 days after the effective date of this Chapter. Notwithstanding the foregoing, any such Person shall apply for a superseding Right-of-Way Use Permit and Right-of-Way Use Agreement pursuant to this Chapter within 90 days after the effective date of the Chapter and shall be subject to the terms and conditions of this Chapter. Upon such Application, such Person shall be allowed to continue to own, operate and/or maintain is Wireless Facilities in the Right-of-Way until such Right-of-Way Use Agreement becomes effective.
- (2) Operating without Right-of-Way Use Authorization. Any Person that owns or operates any Wireless Facilities currently located in the Right-of-Way, the construction, operation, or maintenance of which is not currently authorized but is required to be authorized under this Chapter, shall have ninety (90) days from the effective date of this Chapter to apply for a Right-of-Way Use Agreement. Any Person timely filing such an Application shall not be subject to penalties for failure to hold a Right-of-Way Use Agreement or Right-of-Way Use Permit, provided that said Application remains pending. Nothing herein shall relieve any Person of any liability for its failure to obtain a Right-of-Way Use Agreement, Right-of-Way Use Permit, or other authorization required under other provisions of this Chapter or City ordinances or regulations, and nothing herein shall prevent the City from requiring removal of any Wireless Facilities installed in violation of this Chapter or City ordinances or regulations.

Section 5—Permit Applications

- (A) No Person which has been issued a Right-of-Way Use Agreement by the City may construct, install, and/or operate Wireless Facilities that occupy the Right-of-Way without first obtaining a Right-of-Way Use Permit from the City. Any Right-of-Way use Permit shall be reviewed, issued and administered in a non-discriminatory manner, shall be subject to such reasonable conditions as the City may from time to time establish for effective management of the Right-of-Way, and otherwise shall conform to the requirements of this Chapter and applicable law.
- (B) The City shall review the Application in light of its conformity with applicable regulations of this Chapter, and shall issue a Permit on nondiscriminatory terms and conditions subject to the following requirements:
 - (1) The Applicant must have entered into a Right-of-Way Use Agreement with the City; and
 - (2) The City must advise the Applicant in writing of its final decision, and in the final decision document the basis for a denial, including specific code provisions on which the denial was based, and send the documentation to the Applicant on or before the day the City denies the Application. The Applicant may cure the deficiencies identified by the City and resubmit the Application within thirty (30) days of the denial without paying an additional Application Fee. Unless, approval is required by the Franklin Municipal

Planning Commission, the City shall approve or deny the revised Application within thirty (30) days of receipt of the amended Application. The subsequent review by the City shall be limited to the deficiencies cited in the original denial.

- (C) An Applicant seeking to construct, modify or replace a network of Small Wireless Facilities may after execution of an Agreement, file a consolidated Permit Application and receive a single Permit for the installation of multiple Small Wireless Facilities as approved in their Agreement. The City, at their discretion may issue a single permit for each location to facilitate the timely installation, inspection, and documenting of installed facilities. The City's denial of any site or sites within a single Permit Application shall not affect the validity of other sites submitted in the same Application and the City shall grant Permit(s) for all sites approved in the Agreement to facilitate the timely installation, inspection, and documenting of installed facilities.

Section 6 –Facilities in the ROW; Maximum Height; Other Requirements

- (A) Unless otherwise determined by City staff, in an attempt to blend into the built environment, all Small Wireless Facilities, new or modified Utility Poles, Wireless Support Structures for the Collocation of Small Wireless Facilities, and associated equipment shall be similar in size, mass, and color to similar facilities and equipment in the immediate area subject to following requirements:
- (1) Collocation is required, when possible. Should the Wireless Provider not be able to collocate, the Wireless Provider shall provide justification in the application.
 - (2) Any collocation or new installation that occurs within 500 feet of an existing single-family residential uses shall require approval of the Franklin Municipal Planning Commission.
 - (3) Utility Poles - Maximum Height, Diameter, Design, Color. Newly erected Utility Poles shall be similar and match the height design, and color of existing Utility Poles in the immediate area but in no case, shall new or modified Utility Pole or Wireless Support Structure installed in the Rights-of-Way exceed the greater of:
 - (a) Six (6) feet above the tallest existing Utility Pole in the Rights-of-Way in place as of the effective date of this Chapter located within 500 feet of the new pole; or
 - (b) Forty (40) feet above ground level.
 - (c) Wood poles are not allowed.
 - (d) When unable to match the design and color of existing Utility Poles in the immediate area new poles shall be designed using stealth or camouflaging techniques, to make the installation as least intrusive as possible including stealth poles that are black or dark green in color, powder-coated, that do not exceed 16 inches in diameter. The City reserves the right to require a street light on the Utility Pole.
- (B) The Franklin Municipal Planning Commission shall have approved the installation of new Utility Poles where no Utility Poles exist.
- (C) New Small Wireless Facilities, Antennas, and associated equipment shall be similar in size, mass, and color to similar facilities and equipment in the immediate area of the proposed facilities and equipment, minimizing the physical and visual impact to the community, including but not limited to:
- (1) Any associated equipment that is required for a Small Wireless Facility shall be mounted at least 8 feet above grade on the pole and located in a shelter or case that does not extend more than 12 (twelve) inches past the edge of the pole it is mounted on. In the case of collation, the mounts shall be on the same side of the pole. City staff has the discretion for authorizing ground-mounted equipment when unique or exceptional circumstances exist to protect the character of the surround area.
- (D) From time to time, additional criteria regarding the location, type, and/or design of Small Cell

Facilities and Utility Poles shall be subject to change. All changes shall be made available to the public for 30 days and compiled into a set of guidelines titled, City of Franklin Guidelines for Wireless Communications Facilities in the Public Right-of-Way. In no case, shall any Guidelines be retroactive. Facilities approved in executed Agreements or facilities for which Right-of-Way Use Permits have been issued prior to the effective date of a new Guideline shall not be affected.

- (E) Construction in the Rights-of-Way. All construction, installation, maintenance, and operation of Wireless Facilities in the Right-of-Way by any Wireless Provider shall conform to the requirements of the following publications, as from time to time amended: The Rules of Tennessee Department of Transportation Right-of-Way Division, the National Electrical Code, and the National Electrical Safety Code, as might apply.
- (F) Franklin Municipal Planning Commission Approval. Unless otherwise provided in this ordinance, the Franklin Municipal Planning Commission approval shall be required for:
 - (1) Any Wireless Provider that seeks to construct or modify a Utility Pole, Wireless Support Structure or Wireless Facility that is determined to not comply with the Height, Diameter, Design, Color standards and expectations set forth in Sections 6(A)–(D) above.
 - (2) New Utility Poles or Wireless Support Structures shall not be permitted to be installed in the Rights-of-Way in areas in which no Utility Poles, streetlight poles, or Wireless Support Structures exist at the time of Application without prior approval by the Franklin Municipal Planning Commission.

Section 7 – Effect of Permit

- (A) Authority Granted; No Property Right or Other Interest Created. A Permit authorizes an Applicant to undertake only certain activities in accordance with this Chapter, and does not create a property right or grant authority to the Applicant to impinge upon the rights of others who may already have an interest in the Rights-of-Way.
- (B) Duration. No Permit issued under this Chapter shall be valid for a period longer than twelve (12) months unless construction has commenced within that period and is thereafter diligently pursued to completion. In the event that construction begins but is inactive for more than ninety (90) days, the Permit expires.
- (C) Termination of Permit. In all other circumstances, the Permit expires in twelve (12) months.

Section 8 – Maintenance, Removal, Relocation or Modification of Small Wireless Facility and Fiber in the ROW

- (A) Notice. Within ninety (90) days following written notice from the City, the Permittee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any Small Wireless Facilities within the Rights-of-Way whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the Rights-of-Way. The City agrees to use good faith efforts to accommodate any such disconnection, removal, relocation, change, or alteration and to assist with identifying and securing a mutually agreed upon alternative location.
- (B) Maintenance of existing Facilities. With respect to each Wireless Facility installed pursuant to a Right-of-Way Use Permit, Permittee is hereby permitted to enter the Right-of-Way at any time to conduct repairs, maintenance or replacement not substantially changing the physical dimension of the Wireless Facility. Permittee shall comply with all rules, standards and restrictions applied by the City to all work within the Right-of-Way. If required by City, Permittee shall submit a “maintenance of traffic” plan for any work resulting in significant blockage of the Right-of-Way. However, no excavation or work of any kind may be performed without a Permit, except in

the event of an emergency. In the event of emergency, Permittee shall attempt to provide advance written or oral notice to the Streets Director.

- (C) Removal of existing Facilities. If the Permittee removes any Wireless Facilities, it shall notify the City of such change within sixty (60) days.
- (D) Damage to Facilities or property. A Permittee, including any contractor or subcontractor working for a Permittee, shall avoid damage to any Wireless Facilities and/or public or private property. If any Wireless Facilities and/or public or private property are damaged by Permittee, including any contractor or subcontractor working for Permittee, the Permittee shall promptly commence such repair and restore such property within ten (10) business days. Permittee shall utilize the Tennessee One Call System prior to any disturbance of the Rights-of-Way and shall adhere to all other requirements of the Tennessee Underground Utility Damage Prevention Act.
- (E) Emergency Removal or Relocation of Facilities. The City retains the right and privilege to cut or move any Small Wireless Facility located within the Rights-of-Way of the City, as the City may determine to be necessary, appropriate or useful in response to any serious public health or safety emergency. If circumstances permit, the City shall notify the Wireless Provider in writing and provide the Wireless Provider a reasonable opportunity to move its own Wireless Facilities prior to cutting or removing a Wireless Facility and shall notify the Wireless Provider after cutting or removing a Wireless Facility. Any removal shall be at the Wireless Providers sole cost. Should the Wireless Facility be collocated on property owned by a third-party, the City shall rely on the third-party to remove the Wireless Facility and shall be provided adequate notice and time to facilitate such removal.
- (F) Abandonment of Facilities. Upon abandonment of a Small Wireless Facility within the Rights-of-Way of the City, the Wireless Provider shall notify the City within ninety (90) days. Following receipt of such notice the City may direct the Wireless Provider to remove all or any portion of the Small Wireless Facility if the City reasonably determines that such removal will be in the best interest of the public health, safety and welfare. Should the Wireless Facility be collocated on property owned by a third-party, the City shall rely on the third-party to remove the Wireless Facility and shall be provided adequate notice and time to facilitate such removal. Any removal shall be at the Wireless Providers sole cost.
- (G) Use Agreement Expiration. At the expiration of each Agreement, the Applicant shall remove all Wireless Facilities. Should the Applicant not remove the Wireless Facilities, the City shall remove the Wireless Facilities and shall assess costs to the Applicant and shall use all available remedies to recover said costs. Should the Wireless Facility be collocated on property owned by a third-party, the City shall rely on the third-party to remove the Wireless Facility and shall be provided adequate notice and time to facilitate such removal.
- (H) Failure to remove Wireless Facilities pursuant to this Code will result in no future permits being granted.

Section 9 – Public Right-of-Way Rates - Attachment to City-Owned/Leased Utility Poles and New Utility Poles installed within the Public Right-of-Way or City-Owned/Leased Property.

- (A) Annual Rate. The rate to place a Small Wireless Facility on a City-owned or leased pole in the Right-of-Way shall be reasonable direct cost-based compensation in the amount stated in Appendix A – Comprehensive Fees and Penalties per year for all City-owned or leased poles in the Rights-of-Way. All equipment attached to a City-owned pole shall constitute a single attachment and therefore a single use of a City-owned pole. Such compensation, for the first year, together with the Application Fee specified in this Chapter shall be the sole compensation that the Wireless

Provider shall be required to pay the City. This rate will be due January 1 of each year of the Agreement.

- (B) A Wireless Provider authorized to place a new Utility Pole within Public Right-of-Way or on City-owned or leased property shall pay to the City reasonable direct cost-based compensation for use of the Right-of-Way or property in the amount stated in Appendix A – Comprehensive Fees and Penalties. This rate will be due January 1 of each year of the Agreement..
- (C) Make-Ready. For City-Owned or leased Utility Poles in the Rights-of-Way, the City shall provide a good faith reasonable direct cost-based estimate for any make-ready work necessary to enable the pole to support the requested Small Wireless Facility, including pole replacement if necessary, within sixty (60) days after receipt of a completed request. Make-ready work including any pole replacement shall be completed within sixty (60) days of written acceptance of the good faith estimate by the Wireless Provider.

Section 10 – Remedies; violations.

In the event a reasonable determination is made that a Person has violated any provision of this Chapter, Right-of-Way Use Agreement, or a Right-of-Way Use Permit, such Person shall be provided written notice of the determination and the specific, detailed reasons therefor. Except in the case of an emergency, the Person shall have thirty (30) days to commence to cure the violation. If the nature of the violation is such that it cannot be fully cured within such time period, the City, in its reasonable judgment, may extend the time period to cure, provided that the Person has commenced to cure and is diligently pursuing its efforts to cure. If the violation has not been cured within the time allowed, the City may take all actions authorized by this chapter and/or Tennessee law and regulations.

Section 11-General provisions.

- (A) Historic Preservation Overlay. For Applications for property located inside the Historic Preservation Overlay, the Applicant must also obtain approval from the Historic Zoning Commission prior to execution of an Agreement.
- (B) Proprietary information. If a Person considers information it is obligated to provide to the City under this Chapter to be a business or trade secret or otherwise proprietary or confidential in nature and desires to protect the information from disclosure, then the Person shall mark such information as proprietary and confidential. Subject to the requirements of the Tennessee Open Records Act (Tenn. Code Ann. §10-7-101 *et seq.*) as amended, and other applicable law, the City shall exercise reasonable good faith efforts to protect such proprietary and confidential information that is so marked from disclosure to the maximum extent of the law. The City shall provide written notice to the Person in the following circumstances: i) if the City receives a request for disclosure of such proprietary and confidential information and the City Attorney determines that the information is or may be subject to disclosure under applicable law; or ii) if the City Attorney determines that the information should be disclosed in relation to its enforcement of this Chapter or the exercise of its police or regulatory powers. In the event the Person does not obtain a protective order barring disclosure of the information from a court of competent jurisdiction within thirty (30) days following receipt of the City's notice, then the City may disclose the information without further written notice to the Person.
- (C) Duty to provide information. Within ten (10) days of a written request from the City, a Permittee shall furnish the City with information sufficient to demonstrate the following: that the Permittee has complied with all requirements of this Chapter; that all fees due to the City in connection with the services provided and Wireless Facilities installed by the Permittee have been properly paid by the Permittee; and any other information reasonably required relating to the Permittee's obligations pursuant to this Chapter.

- (D) No substitute for other required permissions. No Right-of-Way Use Agreement or Right-of-Way Use Permit includes, means, or is in whole or part a substitute for any other permit or authorization required by the laws and regulations of the City for the privilege of transacting and carrying on a business within the City or any permit or agreement for occupying any other property of the City.
- (E) No waiver. The failure of the City to insist on timely performance or compliance by any Permittee holding a Right-of-Way Use Agreement shall not constitute a waiver of the City's right to later insist on timely performance or compliance by that Permittee or any other Permittee holding such Right-of-Way Use Agreement. The failure of the City to enforce any provision of this Chapter on any occasion shall not operate as a waiver or estoppel of its right to enforce any provision of this Chapter on any other occasion, nor shall the failure to enforce any prior ordinance or City Charter provision affecting the Right-of-Way, any Wireless Facilities, or any user or occupant of the Right-of-Way act as a waiver or estoppel against enforcement of this Chapter or any other provision of applicable law.
- (F) Policies and Procedures. The City is authorized to establish such written policies and procedures consistent with this Chapter as the City reasonably deems necessary for the implementation of this Chapter.
- (G) Police powers. The City, by granting any Permit or taking any other action pursuant to this Chapter, does not waive, reduce, lessen or impair the lawful police powers vested in the City under applicable federal, state and local laws and regulations.
- (H) Severability. If any section, subsection, sentence, clause, phrase or word of this Chapter is for any reason held illegal or invalid by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision, and such holding shall not render the remainder of this Chapter invalid.

Section 12 – Effective Date

This Ordinance shall take effect immediately upon its passage, approval, and publication.

ATTEST:

By: _____
Eric Stuckey
 City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
 Mayor

Approved as to form by:

 Shauna R. Billingsley
 City Attorney

PASSED FIRST READING:

PASSED SECOND READING:

ORDINANCE 2017-25

TO BE ENTITLED: "AN ORDINANCE TO AMEND APPENDIX A – COMPREHENSIVE FEES AND PENALTIES, CHAPTER 16 – STREETS AND SIDEWALKS, ETC., RELATIVE TO CREATING SMALL CELL FACILITY PERMIT FEES AND FEES FOR USE OF CITY-OWNED PROPERTY AND PUBLIC RIGHT-OF-WAY."

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

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

WHEREAS, the Board of Mayor and Aldermen has determined the installation of Small Cell Facilities will enhance wireless technology throughout the City and allow citizens and businesses to communicate and access the Internet more effectively; and

WHEREAS, the Board of Mayor and Aldermen has established guidelines and reasonable fees for private entities to construct and install Small Cell Facilities on City-owned property, including the public right-of-way.

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

SECTION I: That Appendix A, Chapter 16 —Streets & Sidewalks, etc., of the Franklin Municipal Code be amended by inserting and codifying the following fees to read as follows.

Application for Right-of-Way Use Plan Review and Agreement Processing	\$500
Annual Rate for Use of City-Owned or Leased Poles/Structures	\$100 minimum per installation (spot location) or as specified in the applicable approved Right-of-Way Use Agreement
Permit/Inspection Fees:	\$100 per installation (spot location). The Street Department has the discretion to issue permits that include single or multiple installations based on the ease of tracking inspections and mapping of installations.

Comprehensive General Liability (minimum)	\$ 1,000,000 per occurrence, combined single limit and \$ 2,000,000 in aggregate
Commercial Automobile Liability	\$ 1,000,000 per occurrence, combined single limit each accident

SECTION II: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that this ordinance shall take effect from and after its passage on second and final reading, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Recorder/Administrator

By: _____
Dr. Ken Moore, Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING:

PASSED SECOND READING:

FranklinForward

Strategic Plan Review & Update

Overview:

- Creation of **FranklinForward**
- Progress to Date
- Need for Review
- Focus of Review
- Process & Timeline of Review
- Next Steps

Creation of FranklinForward:

- City staff in conjunction with BOMA developed FranklinForward as the Vision for 2033 for the community in 2012-2013.
- BOMA formally adopted the Strategic Plan in 2013.
- Staff began integration into the budget document in FY 2015 (CY 2014).
- <http://performance.franklinton.gov> – the City’s online home for FranklinForward and the City’s first Open Performance/Data website was launched in 2016.

Progress to Date:

Baseline Establishment:

Progress Ranking

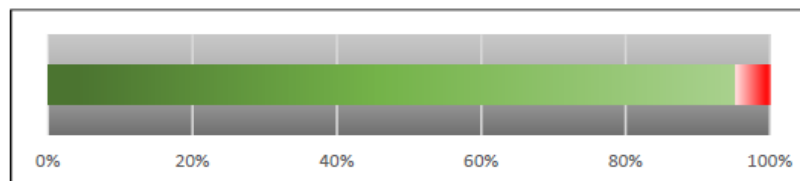
Good

Function: Establishing baselines which can measure goals to determine progress of strategic plan

Goal: 100%

Achieved: 96%

Goals which have baselines	61
Goals which do not have baselines	3
Total Goals	64



Measurement Determination:

Progress Ranking

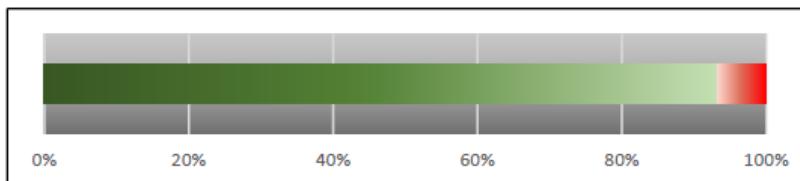
Good

Function: To determine how many baselines are established and to what extent they are established

Goal: 100%

Achieved: 93%

Baselines with determined measures	69
Baselines which have no measure	5
Total Baselines*	74



*Please note: Some goals have more than one baseline.

Data Determination

Progress Ranking

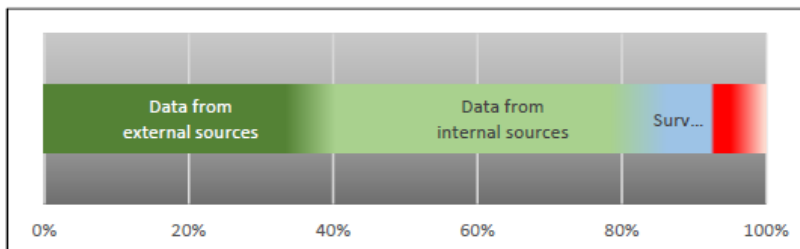
Good

Function: To determine how many baselines are established and to what extent they are established

Goal: 100%

Achieved: 93%

Data from external sources	30
Data from internal sources	34
Data from citizen survey	5
Data source not established	5
Total Baselines*	74



*Please note: Some goals have more than one baseline.

Why Now? Need to Review FranklinForward:

It has been nearly five years since the BOMA adopted **FranklinForward**. The strategic plan has grown from a conceptual plan to one which is continually analyzed and integrated into various facets of the City's daily operations and budget.

All plans, however, are only effective if they are continually used and periodically reviewed. A lot has changed in Franklin over the last five years. The City has grown, more initiatives and plans have been created and implemented, and some of the metrics chosen to evaluate **FranklinForward** have proven to be difficult to keep or simply impractical to collect. It is time to review the plan.

Focus of Review FranklinForward:

To conduct a periodic review of the strategic plan in order to:

- Gauge the effectiveness and performance of each goal
- Adjust any component to reflect current needs and demands of the community
- Modify or change any component which has proven not to be measurable
- Determine with BOMA guidance any goals to add or delete

Process & Timeline to Review FranklinForward:

August 8th (*tonight*) – Present to Work Session Update plan; seek high level feedback, guidance and approval of review plan

August 22nd – Follow up with BOMA at Work Session for any feedback and changes they wish teams to examine

August 23rd – October 15th – Work with reconstituted “theme teams” to review the themes, sub-themes and goals. These teams will be comprised of Department Heads and their task will be to review which goals and benchmarks to keep or modify, as well as propose revisions to any of the components of the plan.

Process & Timeline to Review FranklinForward:

October 15th – November 10th – Develop formal revisions & plan changes; review with the Steering Committee (comprised of City Administrator, Assistant City Administrators, Theme Team Chairs and Budget & Strategic Innovation Manager) and then with Leadership Team (by 2nd Thursday of November).

Mid-November – Present revised plan for BOMA review at Work Session; seek approval to proceed with revisions. Should changes be accepted, begin to implement in budget and proceed with changes in plan and budget after first of year.

End goal by beginning of 2018 – BOMA approval of recommended changes AND determination of short-term and long-term strategies for achieving plan goals.

Next Steps:

- BOMA receives presentation (**tonight**) and proposed review plan for FranklinForward update.
- BOMA takes next two weeks to review and reconvene on August 22nd to provide any changes or recommendations to staff on issues, goals, baselines, data, or any other facet of the plan they want staff to consider during the review process.

FranklinForward: 2016 Progress Update



Baseline Establishment:

Progress Ranking

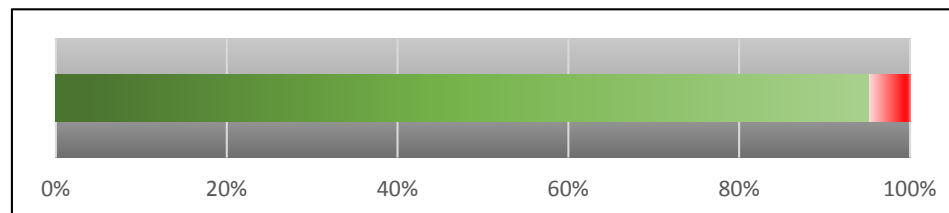
Good

Function: Establishing baselines which can measure goals to determine progress of strategic plan

Goal: 100%

By: ASAP

Goals which have baselines	61
Goals which do not have baselines	3
Total Goals	64



Measurement Determination:

Progress Ranking

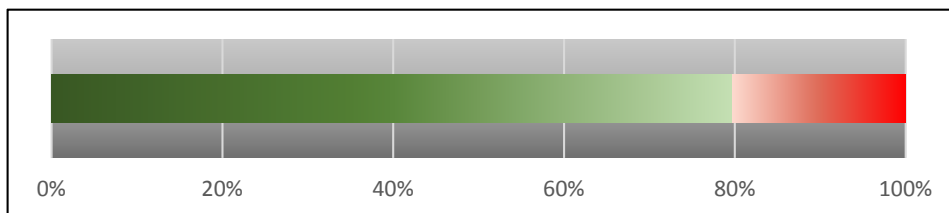
Improvement Needed

Function: To determine how many baselines are established and to what extent they are established

Goal: 100%

Baselines with determined measures	59
Baselines which have no measure	15
Total Baselines*	74

**Please note: Some goals have more than one baseline.*



Data Determination

Progress Ranking

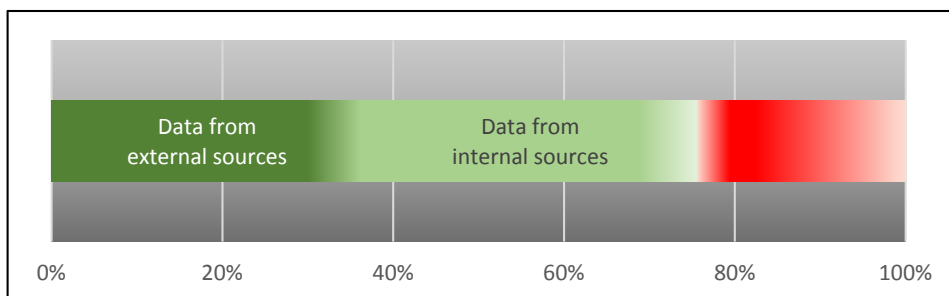
Improvement Needed

Function: To determine how many baselines are established and to what extent they are established

Goal: 100%

Data from external sources	27
Data from internal sources	29
Data from citizen survey	5
Data source not established	13
Total Baselines*	74

**Please note: Some goals have more than one baseline.*



FranklinForward: 2017 Progress Update



Baseline Establishment:

Progress Ranking

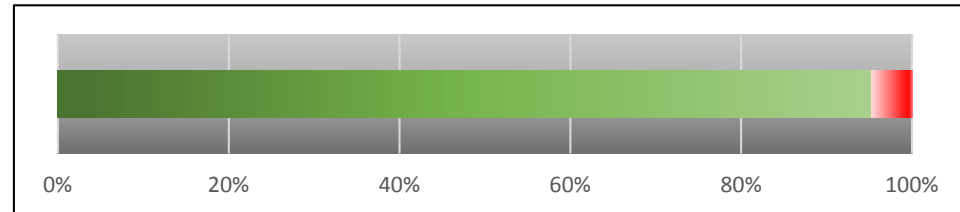
Good

Function: Establishing baselines which can measure goals to determine progress of strategic plan

Goal: 100%

Achieved: 96%

Goals which have baselines	61
Goals which do not have baselines	3
Total Goals	64



Measurement Determination:

Progress Ranking

Good

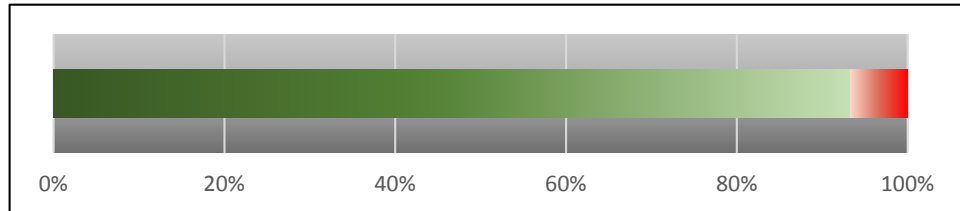
Function: To determine how many baselines are established and to what extent they are established

Goal: 100%

Achieved: 93%

Baselines with determined measures	69
Baselines which have no measure	5
Total Baselines*	74

*Please note: Some goals have more than one baseline.



Data Determination

Progress Ranking

Good

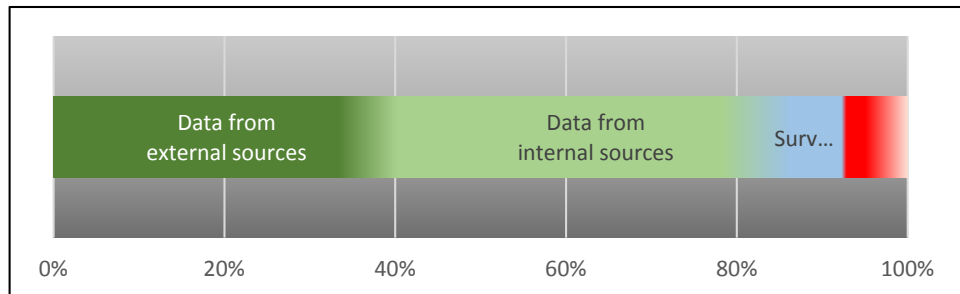
Function: To determine how many baselines are established and to what extent they are established

Goal: 100%

Achieved: 93%

Data from external sources	30
Data from internal sources	34
Data from citizen survey	5
Data source not established	5
Total Baselines*	74

*Please note: Some goals have more than one baseline.





Franklin Forward

City of Franklin

A Vision for 2033

Developing a Strategic Plan



Fundamentals

❖ A plan that supports the City's Mission:

- “Franklin will continually strive to be a community of choice for individuals, families, and businesses to grow and prosper through an excellent quality of life supported by exceptional, responsive, and cost-effective City services.”

❖ A plan that supports traditions important to our citizens:

- We strive to determine our own destiny.
- We pursue bold but attainable growth.
- We collaborate with others to shape our future.

❖ A plan that reflects public service values:

- Transparency in stewardship of public resources.
- Accountability and integrity.
- Emphasis on results that improve the community.

Architecture of Planning



Architecture of Planning

Within Each Theme

Policy Goals

- Operational Goals

- Benchmarks

Policy Goals

- Operational Goals

- Benchmarks

Board sets
themes &
policy goals

City staff
proposes
operational
goals

Architecture of Planning

Within Each Theme

Policy Goals

- Operational Goals

- Benchmarks

Policy Goals

- Operational Goals

- Benchmarks

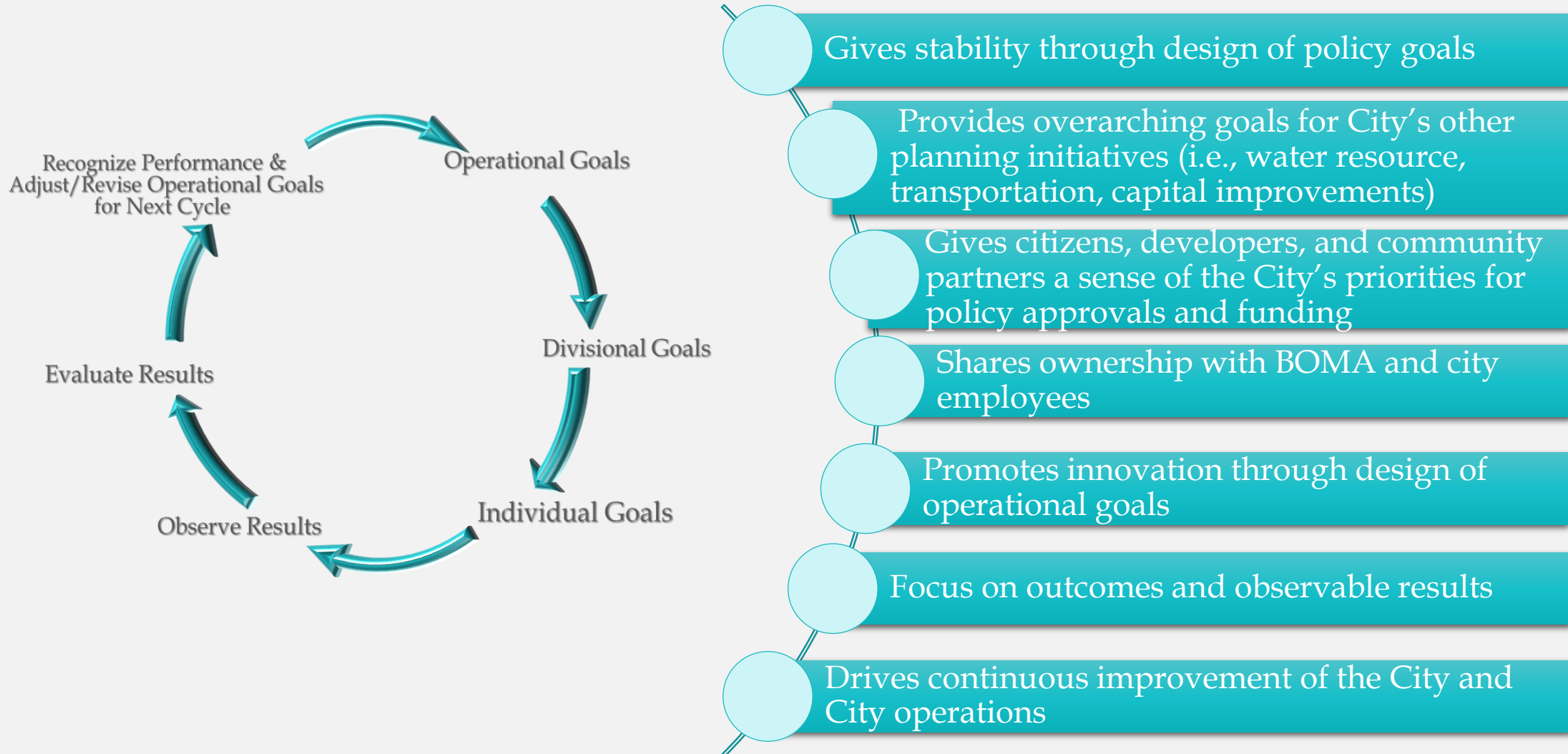
Policy Goals are stable over time.

Each operational goal has an expectation.

Each expectation has a starting point.



Architecture of Planning



Theme: A Safe, Clean, and Livable City

Having a safe, clean, and livable city is a primary requisite for our citizens and they are supportive of the means necessary to assure the idyllic yet progressive character of Franklin. Residents want to live healthier, sustainable lives and will support services that deliver high standards. Franklin takes pride in the professionalism and quality of our police, fire, and emergency response teams. We understand the importance of code enforcement as a means of precluding declining and unsafe neighborhoods and business districts. The City recognizes its role as a steward of the environment as we deliver essential services while preserving the natural beauty of the community.

Theme: A Safe Clean and Livable City

Policy Goals:

- Franklin will have safe neighborhoods supported by high-quality police, fire, and emergency services as well as effective code enforcement.
- Franklin will enhance the value and character of our community through progressive and responsive development and neighborhood services.
- Franklin will provide high-quality water and wastewater treatment services that will meet the needs of our growing community.
- Franklin will be a model for environmental quality and a sustainable city.
- Franklin will be a leader in residential recycling efforts.

Theme: An Effective and Fiscally Sound City Government Providing High-Quality Service

Franklin citizens have high expectations for their government. As the city continues to grow, it must remain vigilant in the prudent management of taxpayer funds by continuously working to improve the quality, efficiency, and cost effectiveness of services demanded by its citizens. The pace of technological change and innovation in our world is accelerating, and the City depends on the expertise and creativity of its employees to integrate new ideas and tools that will improve service delivery and operational efficiency while maintaining the sense of personal touch our citizens have come to expect.

The City of Franklin understands that in this era of rapid change, the need for knowledgeable, active, and engaged employees is greater than ever. Building and retaining a skilled, adaptable, and diverse workforce requires the City to recruit qualified employees and provide competitive salaries and benefits along with opportunities for ongoing training and professional development in order to meet future needs. Employees will be encouraged to become adaptable, take initiative and keep their skills current through organization-wide initiatives and individual development. They will also need to continue to build their ability to serve our increasingly diverse community.



Theme: An Effective and Fiscally Sound City Government Providing High Quality Service

Policy Goals:

- The citizens of Franklin will be benefactors of City services that reflect efficiency while preserving the personal touch and engagement they have come to expect in our community.
- Franklin government will seek diversification and efficiencies of revenue sources to fund its aspirations.
- The City of Franklin will have a talented, diverse, and engaged workforce.

Theme: Quality Life Experiences

Franklin citizens are proud of their community. They want it to remain among the best places to live in the United States—a place envied for its engaging quality of life. People are invested in their neighborhoods as well as in the city. They willingly volunteer, participate, and support the many activities, recreational pursuits, and special events that bring them together as a community. Franklin's rapidly growing and increasingly diverse population, both in age and ethnicity, is both a strength as well as a challenge to the vision of our city. Our citizens understand the importance of ensuring that everyone who works within our community is able to live within our community.

A critical part of sustaining our unique sense of inclusiveness is ensuring that a range of housing options is available for varying income and demographic groups. As our boundaries expand, the efficient and effective varieties of land uses—residential, commercial, open space, and institutional—are critical components for sustaining our vibrant community. Our citizens are concerned that traffic congestion is increasing everywhere—on major streets and in neighborhoods. They would like a functional transportation system, more bicycle and pedestrian connections between residential neighborhoods and shopping districts or employment centers, and better transit options, not only within the city but connecting the greater metropolitan region.

Theme: Quality Life Experiences

Policy Goals:

- Preserving dynamic, diverse, engaged neighborhoods: Franklin will be a place that offers a high quality of life for all citizens who choose to live and work here.
- Franklin will facilitate the development and maintenance of housing options that meet the needs of people desiring to live and work in our community.
- Meeting transportation needs: Franklin will have a diverse transportation network that promotes, provides, and supports safe and efficient mobility choices for all, including driving, public transit, walking, and biking.
- Creating desirable life experiences: Franklin will continue to be a destination to live and work that ranks among the best in the nation.

Committee Team Chair: Lisa Clayton

Theme: Sustainable Growth and Economic Prosperity

Franklin has a heritage of economic stability, defying many of the struggles faced in other communities and the nation. This heritage is a result of a dedication to sustainable growth through thoughtful public policy decisions and well-managed developments. The community values the diversity of high-quality and high-worth places—the mix of suburban and downtown shopping districts that serve the community’s needs and are magnets for out-of-town visitors; a vibrant corporate and office environment that is the home to industry-leading businesses of all sizes; well-designed and maintained parks and recreational gathering places that also focus on historical, cultural, or natural attributes; and opportunities to pursue a wide range of activities without leaving the community.

City leaders also understand the importance of having a self-sustaining economic engine that through collaboration and partnership with both private and public entities supports efforts that attract, retain, and create quality jobs to ensure a diverse economic base, a resilient and growing tax base, and thriving neighborhoods.



Theme: Sustainable Growth and Economic Prosperity

Policy Goals:

- Franklin will strategically manage its growth and the value of its assets.
- Franklin will pursue growth and development that embraces its historic context and encourages revenue generation.
- Franklin will expand and retain business and job opportunities within the community as well as the county.

Committee Team Chair: Catherine Powers

Next Steps



The City of Franklin Strategic Visions

- **The City of Franklin, led by the Board of Mayor and Aldermen, is developing a new strategic plan to direct the advancement of the City's operations through the next two to three decades. The Mayor and the Board of Aldermen appreciate the unique opportunities of this time in Franklin's history. While the community is enjoying a period of prosperity and success, City leaders are committed to set in motion plans so that future generations have a Franklin that retains a vision that:**

“Franklin will continually strive to be a community of choice for individuals, families, and businesses to grow and prosper through an excellent quality of life supported by exceptional, responsive, and cost-effective City services.”¹

- **The goal for this project is to develop a plan and process whereby the Board of Mayor and Aldermen provide a focus to the city's operations. The plan embraces a tradition of values important to the citizens of Franklin:**
 - that our citizens desire to retain Franklin's unique identity and character as continue an important player in the Middle Tennessee region and beyond;
 - that our community is willing to pursue bold but attainable growth;
 - that our city leaders and employees promote accountability, integrity, openness, and transparency in the stewardship of our citizens' resources; and
 - that our community strives to be engaged together in shaping the future of Franklin.

The City of Franklin Strategic Visions (cont.)

The architecture of this planning process is framed by four goals that embrace Franklin's aspirations and values. For each goal there are observable or measurable sub-goals or objectives along with an indicator of the current level of achievement for each goal.

At progressively deeper levels, each division of the City of Franklin will be responsible for setting specific operational goals that will demonstrably advance the community goals. Ultimately, each employee will have goals that support department or divisional goals focused on the entire system advancing the same plan and support for the vision.

Modeling best practices from both the private and public sectors, the plan is focused on defining our success in objective, measurable ways so our citizens can readily observe how resources are invested and how the return on our investment benefits the community. With implementation, the City will annually report progress in meeting the goals and evaluate the direction the plan leads the City.

The Strategic Plan encompasses certain focused plans, such as the Land Use Plan, the Capital Investment Plan, the Transportation Program plans, the Integrated Water Resource Plan, and others. In this sense, the Strategic Plan is also a “plan of the plans.”

Franklin's Planning Environment

As we embarked on the strategic planning process, we framed our aspirations to maximize our current strengths and opportunities and minimize/address our weaknesses and threats. Goal-setting sessions with the Board of Mayor and Aldermen and the City department and division director/managers produced the following observations about the current status of our community.

Opportunities

- +Engaged Citizens
- +Favorable National Reputation
- +Deep Heritage & History
- +Tourist Attractions
- +Favorable Media Coverage
- +Great Schools
- +Educated Population
- +Leadership
- +Collaboration with Neighboring Cities
- +Sense of Community Identity
- +Strong Sense of Family
- +Growth of Young Professionals
- +Stable Property Values
- +Growth in Population & Business
- +Lower Taxes
- +Proximity to Nashville and State Government
- +Strong Economy Despite Global Downturn

Strengths

- +Engaged BOMA
- +Good Resources
- +Culture of Citizen Service
- +Good Training and Educational Benefits
- +Skilled Professional Staff
- +Good Technology
- +Good Employee Benefits

Threats

- Growth can overwhelm services if not managed
- Belief that we depend on developers to be successful
- Over-dependence on sales tax as a single revenue source, making Franklin more vulnerable to economic change
- Expectations to deliver more services at same cost
- Old vs. New Franklin
- Fear of neighborhoods changing as the city grows to be more urban
- Higher costs of living preclude some from being able to choose Franklin as their home
- Education/income gaps among residents
- Lack of diversity in race, national orientation, and income
- Limited mass transportation
- An economy growing narrowly on professional and retail services

Weaknesses

- Service fees don't meet costs of service
- Constant need for expensive technology upgrades
- Difficulty in providing all the services citizens expect
- Lack of adequate work space for employees in many areas
- Many employees don't live in the city and, therefore, don't experience, as citizens, the needs of the community

Credits

A significant number of city leaders participated in the development of this draft of the City of Franklin strategic plan. They worked diligently to develop goals, objectives, and research data about the city and the county. For many, this was a new concept that required new ways of thinking about the city and planning for its future. During the development of the plan, dozens of ideas were considered, revised, and some eliminated. The leaders of these efforts were:

Strategic Planning Steering Committee

Eric Stuckey, Lisa Clayton, Dave Rahinisky, Vernon Gerth, Rocky Garzarek, Milissa Reiersen, Russ Truell, Catherine Powers
(and Vicki Parr who kept everyone together)

Committee Teams

Sustainable Growth and Economic Prosperity

Catherine Powers (Chair) Mike Lowe Lanaii Benne Shauna Billingsley Joe York

Quality Life Experiences

Lisa Clayton (Chair) Brad Wilson Milissa Reiersen Brian Wilcox

An Effective City Government Providing High-Quality Services

Rocky Garzarek (Chair) Steve Sims Chris Bridgewater David Parker Shirley Harmon

A Safe, Clean, and Livable City

Dave Rahinsky (Chair) Mark Hilty Paul Holzen Fred Banner Becky Caldwell