



City of Franklin

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

Meeting Agenda Board of Mayor & Aldermen

Tuesday, August 8, 2017

7:00 PM

Board Room

Call to Order

Invocation

Pledge of Allegiance

Citizen Comments (Open For Franklin Citizens To Be Heard On Items Not Included On This Agenda. As Provided By Law, The Board Of Mayor And Aldermen Shall Make No Decisions Or Consideration Of Action Of Citizen Comments, Except To Refer The Matter To The City Administrator For Administrative Consideration, Or To Schedule The Matter For Board Consideration At A Later Date. Those Citizens Addressing The Board Of Mayor And Aldermen Are Requested To Come To The Microphone And Identify Themselves By Name And Address For The Official Record.)

Communications

Approval Of Minutes.

1. [17-0598](#) Approval of Minutes:
June 27, 2017 5:00 Work Session
June 27, 2017 7:00 Board of Mayor and Aldermen
July 11, 2017 5:00 Work Session
July 11, 2017 7:00 Board of Mayor and Aldermen
July 12, 2017 5:00 SPECIAL Work Session

Attachments: [06-27-2017 BOMA SPECIAL MEETING MINUTES](#)
[06-27-2017 BOMA WORK SESSION MINUTES](#)
[07-11-2017 BOMA WORK SESSION MINUTES](#)
[07-11-2017 BOMA REGULAR MEETING MINUTES If](#)
[07-12-2017 BOMA SPECIAL WORK SESSION MINUTES](#)

Legislative History

7/11/17 Board of Mayor & Aldermen referred to the Board of Mayor & Aldermen

Recognitions

Miscellaneous Reports**Consent Agenda**

All Items Under The Consent Agenda Are Deemed To Be Non -Controversial And Routine In Nature By The Governing Body. They Will Be Approved As Recommended By Committee Or Staff By One Motion Of The Governing Body. The Items On The Consent Agenda Will Not Be Discussed. Any Member Of The Governing Body Desiring To Discuss An Item On The Consent Agenda May Request That It Be Removed From The Consent Agenda And Be Placed On The Regular Agenda . It Will Then Be Considered At That Time. Staff Recommends That Item Numbers 13 - 40 Be Placed On The Consent Agenda.

2. [17-0639](#) Consideration of items 13 - 40 on the Consent Agenda

OLD BUSINESS

3. [17-0352](#) Consideration of Ordinance 2017-16, To Be Entitled: "An Ordinance To Rezone 0.6 Acres From Residential -2 (R-2) District To Office Residential (OR) District For The Property Located North Of Murfreesboro Road And South Of London Lane, 199 North Royal Oaks Boulevard."; (05/25/17 FMPC 6-1, 06/13/17 WS, 06/27/17 1st BOMA Reading 5-1; 08/08/17 2ND BOMA Reading 5-2, 3RD BOMA Reading deferred to 9/12/17 BOMA)
THIRD AND FINAL READING

Sponsors: Franklin Municipal Planning Commission, Emily Hunter, Amy Diaz-Barriga and Josh King

Attachments: [199 Royal Oaks rezoning defer.pdf](#)
 [MAP_Rezone_Ord.pdf](#)
 [2017-16 ORD 199 N Royal Oaks Rezoning_with Map.Law Approved.pdf](#)
 [199 N Royal Oaks Zoning Map.pdf](#)
 [ORZone.pdf](#)
 [ORZoneMap.pdf](#)
 [ORZoneMapwithPics.pdf](#)
 [OR Envision Franklin](#)

Legislative History

5/25/17	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
6/13/17	Work Session	referred to the Board of Mayor & Aldermen
6/27/17	Board of Mayor & Aldermen	referred as a Public Hearing Item to the Board of Mayor & Aldermen

4. [17-0554](#) Consideration Of Resolution 2016-90, AS AMENDED, To Be Entitled: "A Resolution Adopting A Plan Of Services For The Annexation Of Three Properties Adjacent To and Including 4360 Long Lane, By The City Of Franklin, Tennessee." [Moss] (06/22/17 FMPC 9-0, 07/11/17 Work Session, Amended at 8/8/17 BOMA [7-0] and Public Hearing deferred to September 12, 2017.) (CONSENT AGENDA)

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

Attachments: [Moss Proerty PUD Subd. Parcel Map \(Amend Motion\)](#)
[MAP RES 2016-90 MOSS Property Edit Edit](#)
[RES 2016-90 POS 4360 Long Lane with Map.Law Approved 2](#)

Legislative History

6/22/17	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
7/11/17	Work Session	referred as a Public Hearing Item to the Board of Mayor & Aldermen

5. [17-0556](#) Consideration Of Resolution 2017-48/Ordinance 2017-32, AS AMENDED, To Be Entitled: "A Resolution And Ordinance To Annex Three Properties Adjacent To and Including 4360 Long Lane, Consisting Of 17.59 Acres, Located South Of Carothers Parkway And North Of Long Lane."; (06/22/17 FMPC 9-0, 7/11/17 FIRST READING 8-0; Amended at 8/8/17 BOMA 7-0] and Public Hearing deferred to 9/12/17; 9/12/17 BOMA 2nd Reading 8-0) (CONSENT AGENDA)

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

Attachments: [Moss Proerty PUD Subd. Parcel Map \(Amend Motion\)](#)
[Res 2017-48 Ord 2017-32 Moss Property Annexation Map Edit Edit](#)
[2017049-52 Moss Property Boundary-PRELIMINARY 4-27-17](#)
[Res 2017-48. Ord 2017-32 4360 Long Lane with Map.Law Approved 2](#)
[Owner Affidavit-signed](#)

Legislative History

6/22/17	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
7/11/17	Work Session	acknowledged
7/11/17	Board of Mayor & Aldermen	referred as a Public Hearing Item to the Board of Mayor & Aldermen

6. [17-0552](#) Consideration of Ordinance 2017-27, AS AMENDED, To Be Entitled, "An Ordinance To Zone 17.59 Acres Specific Development- District, SD- 1.71, Conventional Development Standard Overlay, Goose Creek Character Area (GCCO-6) Overlay, For Three Properties Adjacent To and Including 4360 Long Lane, Moss Property PUD Subdivision." (06/22/17 FMPC 9-0, 7/11/17 FIRST BOMA Reading 8-0; Amended at 8/8/17 BOMA [7-0] and Second Reading / Public Hearing deferred to September 12, 2017; 9/12/17 BOMA 2nd Reading 8-0) (CONSENT AGENDA)

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

Attachments: [Moss Proerty PUD Subd. Parcel Map \(Amend Motion\)](#)
[Ord 2017-27 Moss Proerty PUD Subd. Rezoning Map Edit](#)
[Ord 2017-27 Moss Property Rezoning with Map.Law Approved 3](#)
[Moss Property Rezoning and Annexation Request Resubmittal 6.1.2017](#)

Legislative History

6/22/17	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
7/11/17	Work Session	acknowledged
7/11/17	Board of Mayor & Aldermen	referred as a Public Hearing Item to the Board of Mayor & Aldermen

7. [17-0553](#) PUBLIC HEARING: Consideration Of Resolution 2017-39, To Be Entitled: "A Resolution Approving A Development Plan For The Moss Property PUD Subdivision, For The Property Located East Of Carothers Parkway And North Of Long Lane At 4360 Long Lane."; (06/22/17 FMPC 9-0, 7/11/17 Work Session; 8/8/17 BOMA Deferred Public Hearing to September 12, 2017)

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

Attachments: [Res 2017-39 Moss Proerty PUD Subd. Dev Plan Map](#)
[2017-39 RES Moss Property PUD Subdivision with Map.Law Approved](#)
[Moss Property DP Conditions of Approval 01](#)
[MossElevations](#)
[MossLayout](#)

Legislative History

6/22/17	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
7/11/17	Work Session	referred as a Public Hearing Item to the Board of Mayor & Aldermen

NEW BUSINESS

8. [17-0550](#) Consideration of Ordinance 2017-24, To Be Entitled: “An Ordinance To Rezone .43 Acres From Residential-3 (R3) District To Office Residential (OR) District For The Property Located At The Southeast Corner Of Columbia Ave And Carolyn Avenue, 1475 Columbia Avenue.”; (06/22/17 FMPC 8-1, 07/11/17 WS, 08/08/17 1st BOMA Reading 5-2; 9/12/17 BOMA 2nd READING 8-0) THIRD AND FINAL READING

Sponsors: Franklin Municipal Planning Commission, Emily Hunter, Amy Diaz-Barriga and Josh King

Attachments: [Revised2 2017-24 1474 ORD Columbia Ave. Rezoning_Law Approved.06.20.17](#)
[MAP2_HighlandGardens](#)
[Highland Gardens Subdivision, Rezoning, Block A, po 2 &3, 1475 Columbia Ave](#)
[ORZone.pdf](#)
[ORZoneMap.pdf](#)
[ORZoneMapwithPics.pdf](#)
[OR Envision Franklin](#)
[columbia landscape.pdf](#)
[columbia adjacencies.pdf](#)

Legislative History

6/22/17	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
7/11/17	Work Session	referred to the Board of Mayor & Aldermen

9. [17-0523](#) Consideration Of Ordinance 2017-23, To Be Entitled: “An Ordinance To Amend Chapters 2 And 3 And 8 Of The Zoning Ordinance Of The City Of Franklin, Tennessee, To Allow Limited Development In The Floodway Fringe Overlay District (FFO) Within Certain Central Franklin Character Area Overlay Districts (CFCO-1 And CFCO-2).” (06/22/17 FMPC 8-1, Referred from 7/11/17 WS, 08/08/17 BOMA 1st Reading 6-1; 9/12/17 2nd BOMA Reading 6-2) THIRD AND FINAL READING

Sponsors: Emily Hunter and Kelly Dannenfelser

Attachments: [CFCO-1 and 2 Amendment August 8 2017 BOMA Work Session](#)
[Revised 2017-23 ORD Amend CFCO-2 and 3 standards_1.Law Approved \(2\)](#)
[CFCO Map](#)
[Envision Franklin Amendment Approved 062217](#)

Legislative History

6/22/17	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
7/11/17	Work Session	referred to the Work Session

10. [17-0642](#) *Consideration of Resolution 2017-57, A Resolution to Approve Private Chapter 22 of the Tennessee General Assembly, Modifying the City of Franklin Charter Relative to Annexation or Deannexation of Property.
- Sponsors:** Shauna Billingsley and Kristen Corn
- Attachments:** [2017-57 RES. Approve Private Act 22.Law Approved](#)
[2017 Priv Acts 22](#)
[Res 2016-84.AMEND CHARTER- ORD-RES ADOPTION ANNEX OR DEANNE](#)
11. [17-0684](#) *Consideration of Resolution 2017-58, A Resolution Authorizing the City Administrator to Make Certain Changes to the Crescent Lockwood Parkland Dedication and Acquisition Agreement, COF No. 2016-0098.
- Sponsors:** Eric Stuckey
- Attachments:** [2017-58 Authorize City Admin changes to Crescent Lockwood Parkland agmt.L](#)
[2016-0098 Parkland Acquisition Agreement fully executed copy 062217.pdf](#)
[Robinson Lake Preliminary Dam Assessment \(DRAFT\) - CDM Smith 6-23-17.pc](#)
[Robinson Lake Soundings Report 8-1-17.pdf](#)
12. [17-0673](#) *Consideration of Request from Pilgrimage Music and Cultural Festival to Increase Number of Approved Attendees from 25,000 per day to 27,500 per day.
- Sponsors:** Lisa Clayton
- Attachments:** [Permit Allowance Letter 7.13.17](#)

All Other Consent Items

13. [17-0629](#) Consideration Of Ordinance 2017-37, To Be Entitled: "An Ordinance To Rezone 6.38 Acres From Specific Development- Residential (SD-R 0.0) District To Specific Development- Residential (SD-R 10.0) District For The Property Located South Of Boyd Mill Avenue And West Of Shawnee Drive, 1101 Shawnee Drive." [Chickasaw] (07/27/17 FMPC 9-0, 08/08/17 WS & 1st BOMA Reading 7-0, 2nd BOMA Reading 5-0) THIRD AND FINAL READING
- Sponsors:** Emily Hunter, Amy Diaz-Barriga and Brad Baumgartner
- Attachments:** [Ord 2017-37 Chickasaw, Rezoning Map](#)
[Ord 2017-37 Chickasaw Rezoning with Map.Law Approved](#)
[20170630 Rezoning Resubmittal 6475 1716-07](#)
- Legislative History**
- | | | |
|---------|--|--|
| 7/27/17 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|---------|--|--|

14. [17-0614](#) Consideration Of Ordinance 2017-36, To Be Entitled: "An Ordinance To Zone 1.46 Acres Into The Historic Preservation Overlay (HPO) For the Property Located South Of Old Peytonsville Road And East Of Hughes Lane, 244 Old Peytonsville Road." (07/27/17 FMPC 8-0; 08/08/17 BOMA 1st Reading 7-0; 9/12/17 2ND Reading 8-0) THIRD AND FINAL READING

Sponsors: Emily Hunter and Amy Diaz-Barriga

Attachments: [MAP 6463 Berry Farms Town Ctr PUD Sub, HPO Rezoning, Sec 7, Lot 7110](#)
[ORD 2017-36 Berry Farms HPO Rezoning Sec 7, Lot 7110 _with Map.Law Appr](#)
[6463 2017-07-06 Lot 7110 Rezoning Resubmittal](#)

Legislative History

7/27/17	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
---------	--	--

15. [17-0601](#) Consideration Of Resolution 2017-50 / Ordinance 2017-34, To Be Entitled, "A Resolution And Ordinance To Annex Portions Of The Bushnell And Bates Properties, Consisting Of 9.75 Acres, Property Located South Of Goose Creek Bypass And East Of Lewisburg Pike, And Adjoining The City Limits Within The Southern Part Of The Franklin Urban Growth Boundary (UGB)." (07/27/17 FMPC 9-0; 08/08/17 BOMA 1st Reading 7-0; 9/12/17 BOMA 2nd Reading 8-0) THIRD AND FINAL READING

Sponsors: Franklin Municipal Planning Commission, Emily Hunter, Amy Diaz-Barriga and Josh King

Attachments: [BushnellFarm AnnexMap.pdf](#)
[REV_2017-50 RES and 2017-34 ORD_Busnell Farm annexation _with Map.Law](#)

Legislative History

7/27/17	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and
---------	--	--

16. [17-0603](#) Consideration Of Ordinance 2017-35, To Be Entitled: "An Ordinance To Zone 9.75 Acres To Specific Development - Residential (SD-R 2.05) District, Goose Creek Character Area Overlay -5 (GCCO-5), And Conventional Standards, For The Property Located South Of Goose Creek Bypass And East Of Lewisburg Pike." [Bushnell] (07/27/17 FMPC 9-0; 08/08/17 BOMA 1st Reading 7-0; 09/12/17 2nd BOMA Reading 8-0) THIRD AND FINAL READING.

Sponsors: Franklin Municipal Planning Commission, Emily Hunter, Amy Diaz-Barriga and Josh King

Attachments: [MAPBushnellRezone.pdf](#)
[Ord 2017-35 Bushnell Annexation _Dev Plan _with MapLAW APPROVED\(3\).pdf](#)
[2017.07.06 - COF 6470 Bushnell Farm Rezoning.pdf](#)

Legislative History

7/27/17	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
---------	--	--

17. [17-0442](#) Consideration of Ordinance 2017-12, To Be Entitled: “An Ordinance To Amend Chapters 2 And 3 Of The Zoning Ordinance Of The City Of Franklin, Tennessee, To Modify The Height Overlay District (HTO) Standards and Location.” (05/25/17 FMPC 7-0; 6/13/17 BOMA 1st READING 8-0, 7/11/17 BOMA 2nd Reading 8-0) THIRD AND FINAL READING
- Sponsors:** Andrew Orr, Kelly Dannenfelser and Emily Hunter
- Attachments:** [ORD 2017-12 Amend HTO.Law Approved](#)
[Proposed HTO Map](#)
[HTO Presentation](#)
[Ragan Smith Combined Files](#)
- Legislative History**
- | | | |
|---------|--|--|
| 5/25/17 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
| 6/13/17 | Work Session | acknowledged |
| 6/13/17 | Board of Mayor & Aldermen | approved |
| 7/11/17 | Board of Mayor & Aldermen | referred as a Consent Item to the Board of Mayor & Aldermen |
18. [17-0573](#) Consideration of Ordinance 2017-29, an Ordinance to Create Title 2, Chapter 6 of the City of Franklin Municipal Code Relating to the Creation of the Franklin Public Art Commission. (06/27/17 WS; 7/11/17 First Reading 8-0) SECOND AND FINAL READING
- Sponsors:** Vernon Gerth and Monique McCullough
- Attachments:** [2017-29 ORD Public Art Commission.Law Approved 6-12-17](#)
[City of Franklin Public Art Guidelines.Law Approved 6-12-17](#)
- Legislative History**
- | | | |
|---------|---------------------------|---|
| 6/27/17 | Work Session | referred to the Board of Mayor & Aldermen |
| 7/11/17 | Board of Mayor & Aldermen | referred to the Board of Mayor & Aldermen |
19. [17-0689](#) PUBLIC HEARING: Consideration of Ordinance 2017-41, “An Ordinance to Amend Title 23 of the City of Franklin Municipal Code to Revise Definitions, Clarify Requirements and to Correct Grammatical and Typographical Errors”; (07/27/17 CIC 4-0; 1ST Reading 08/08/17 BOMA 7-0) SECOND AND FINAL READING
- Sponsors:** Paul Holzen
- Attachments:** [Ord 2017-41 Title 23 Stormwater Management Ordinance.pdf](#)
[Ord 2017-41 Title 23 Stormwater Management Ordinance - redlines.pdf](#)

20. [17-0690](#) PUBLIC HEARING: Consideration of Ordinance 2017-42, "An Ordinance to Amend Appendix A, Chapter 23 of the Franklin Municipal Code Relative to the State of Tennessee's Notice of Coverage Permit Fees for Construction Sites". (07/27/17 CIC 4-0; 08/08/17 BOMA 1st Reading 7-0)
SECOND AND FINAL READING

Sponsors: Paul Holzen

Attachments: [Ordinance 2017-42 Appedix A relative to Notice of Coverage Permit Fees.Law /](#)

21. [17-0687](#) Consideration of Resolution 2017-59 Awarding the Construction Contract (COF Contract No. 2017-0079) for the Harpeth River Bank Stabilization Project at the City of Franklin Water Reclamation Facility to Viking Products, Inc. in the Amount of \$311,782.21 (07/27/17 CIC 3-0)

Sponsors: Engineering

Attachments: [Harpeth Bank Stabilization Bid recommendation letter](#)
[Res 2017-59 Harpeth River Bank Stabilization.Law Approved.pdf](#)

22. [17-0688](#) Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2015-0150) with Sullivan Engineering, Inc. for Limited Construction Administration and Final Design Services for the Hillsboro Road Improvements Project Phase 2, Independence Square to Mack Hatcher Parkway, for a Cost Increase Not-to-Exceed \$14,837.52 (07/27/17 CIC 3-0)

Sponsors: Paul Holzen, Jonathan Marston and William Banks

Attachments: [COF 2015-0150 Hillsboro Rd Phase 2 SEI PSA Amend1 with Scope.Law A](#)

23. [17-0694](#) Consideration of an Agreement (COF Contract No. 2017-0084) with Dominion Senior Living of Franklin LLC for Reimbursement of Cost for Water Distribution Improvements at a Cost of \$9,586.09 (07/27/17 CIC 4-0)

Sponsors: Paul Holzen

Attachments: [2017-0084 Dominion Senior LivingLaw Approved \(3\).pdf](#)

24. [17-0691](#) Consideration of a Sanitary Sewer Extension Agreement (COF Contract No. 2016-0307) with K&T Associates, LLC (07/27/17 CIC 3-0)

Sponsors: Paul Holzen and Mark Hilty

Attachments: [SCOF 2016-0307 Goose Creek Inn Sewer Agreement with Exhibits.Law Appro](#)

25. [17-0692](#) Consideration of a Sanitary Sewer Extension Agreement (COF Contract No. 2016-0362) with Sondra F. Morris, Executor of the Estate of Robert N. Moore Jr. (07/27/17 CIC 3-0)

Sponsors: Paul Holzen and Mark Hilty

Attachments: [SCOF 2016-0362 Goose Creek Inn Sewer Agreement with Exhibits.Law Appro](#)

26. [17-0693](#) Consideration of a Sanitary Sewer Extension Agreement (COF Contract No. 2016-0363) with Mapco Express, Inc. (07/27/17 CIC 3-0)
- Sponsors:** Paul Holzen and Mark Hilty
- Attachments:** [SCOF 2016-0363 Goose Creek Inn Sewer Agreement_with Exhibits.Law Appro](#)
27. [17-0591](#) Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2017-0076) with Kimley-Horn and Associates, Inc. for the Downtown Franklin Traffic Signal Timing at a Cost Increase Not-to-Exceed \$3,600. (6/22/17 CIC 6-0)
- Sponsors:** Engineering
- Attachments:** [COF 2017-0076 Amend1 Downtown Signal Timing_with Scope.Law Approved](#)
28. [17-0696](#) Consideration of Change Order No. 1 to the Goose Creek Sanitary Sewer Project from West I65 to East I65 (COF Contract No. 2015-0070) with Dynamic Construction for a Time Extension of 60 days (07/27/17 CIC 3-0)
- Sponsors:** Mark Hilty, Michelle Hatcher and Patricia McNeese
- Attachments:** [2015-0070 Change Order no 1_with attachment.Law Approved.pdf](#)
29. [17-0697](#) Consideration of Amendment #3 to the Professional Services Agreement for the Goose Creek Sanitary Sewer Extension Project from West of I65 to East of I65 (COF Contract No. 2014-0177) with Hethcoat and Davis in the Amount of \$12,800.00. (07/27/17 CIC 3-0)
- Sponsors:** Mark Hilty, Michelle Hatcher and Patricia McNeese
- Attachments:** [Request Add RPR Services 062717](#)
[COF 2014-0177 Amnd 3 PSA Hethcoat and Davis_with Attachment A.Law Appr](#)
30. [17-0698](#) Consideration of Change Order No. 2 to the Annual On-Call Sanitary Sewer Cleaning and Inspection Contract (COF Contract No. 2014-0273) with First Response for a Time Extension Through June 30, 2018 (07/27/17 CIC 3-0)
- Sponsors:** Patricia McNeese
- Attachments:** [2014-0273 Change Order No 2 for one year extension law approved](#)
31. [17-0699](#) Consideration of Amendment #4 to the Professional Services Agreement (COF Contract No. 2013-0001) with CDM Smith for the Franklin Wastewater Reclamation Facility in the amount of \$482,750.00 (07/27/17 CIC 3-0)
- Sponsors:** Mark Hilty, Michelle Hatcher and Patricia McNeese
- Attachments:** [Amendment 4 Additional Services](#)
[2013-0001 PSA Amendment 4 with attachment_CDM Smith WRF.Law Approve](#)

32. [17-0576](#) Consideration of Liquor License Renewal for Franklin Wine and Spirits, (James D. Clark, Managing Agent) 1400 Liberty Pike, Suite #300, Franklin, TN 37064. (07/11/17 WS)
- Sponsors:** Lanaii Benne
- Attachments:** [2017 CERT Clark, David .pdf](#)
- Legislative History**
- | | | |
|---------|--------------|---|
| 7/11/17 | Work Session | referred as a Consent Item to the Board of Mayor & Aldermen |
|---------|--------------|---|
33. [17-0577](#) Consideration of Liquor License Renewal for Berry Farm Wine & Spirits, (Satish Patel, Managing Agent) 4000 Hughes Crossing, Suite 160, Franklin, TN, 37064-1484. (07/11/17 WS)
- Sponsors:** Lanaii Benne
- Attachments:** [2017 Patel, Satish Berry Farms Certificate.pdf](#)
- Legislative History**
- | | | |
|---------|--------------|---|
| 7/11/17 | Work Session | referred as a Consent Item to the Board of Mayor & Aldermen |
|---------|--------------|---|

Items Approved on Behalf of the Board

34. [17-0587](#) Consideration of Field Trial Agreement for Police Body Cameras with Panasonic System Communications Company of North America. COF Contract No. 2017-0140
- Sponsors:** Deb Faulkner
- Attachments:** [17-0587 Panasonic Body Worn Camera trial.pdf](#)
35. [17-0588](#) Consideration of State Plan of Operations Between the State of Tennessee and the City of Franklin Police Department. COF Contract No. 2016-0326
- Sponsors:** Deb Faulkner
- Attachments:** [2016-0326 State Plan of Operations.Law Approved_Final 110816 \(2\)](#)
36. [17-0584](#) Consideration of Contract 2016-0331 and Amended Contract 2016-0331 with Greater Nashville Regional Council to Conduct Verification of the Franklin Special Census of 2016-17 in the Amount of \$7,765
- Sponsors:** Building and Neighborhood Services (BNS) and Chris Bridgewater
- Attachments:** [COF Contract 2016-0331 \(Amendment Contract\)](#)
[COF Contract 2016-0331](#)

37. [17-0624](#) Acknowledge report of options to extend the terms of award for certain procurements having been recently exercised (Contract Nos. 2012-0023 (with Bi-County Solid Waste Management System for transport and disposal of solid waste), 2014-0019 (with Heritage Propane for propane fuel service for lawn mowers) and 2015-0106 (with Sun Life Assurance Company of Canada for stop-loss insurance for employee and retiree health and pharmacy programs))
- Sponsors:** Kristine Brock and Brian Wilcox
- Attachments:** [2012-0023 notice of extension effective 2017.07.01, signed](#)
[2014-015 letter of extension, effective 2017.03.04, signed by both parties](#)
[2015-026 notice of extension, effective 2017.07.01, signed by both parties](#)
38. [17-0645](#) Acknowledgement of COF Contract No. 2017-0126 Professional Service Agreement between the City of Franklin and Barge, Waggoner, Sumner and Cannon, Inc. for The Park at Harlinsdale Farm Drainage Improvements for Existing Equine Paddock South of the Multi-Purpose Arena.
- Sponsors:** Lisa Clayton
- Attachments:** [2017-0126 fully executed copy Harlinsdale Farm Drainage Improvements to Pa](#)
39. [17-0653](#) Acknowledgement of COF Contract No. 2017-0037 Purchase of Americans with Disabilities Act (ADA) dock for fishing pond at The Park at Harlinsdale Farm.
- Sponsors:** Lisa Clayton
- Attachments:** [2017-0037 Crane Materials International Fully Executed](#)
40. [17-0679](#) Consideration of Field Trial Agreement for Police Body Cameras with Panasonic
- Sponsors:** Deb Faulkner
- Attachments:** [Panasonic BWC Mark3 Trial](#)

EXECUTIVE SESSION

41. [17-0703](#) Consider motion to enter Executive Session

RETURN FROM EXECUTIVE SESSION

42. [17-0704](#) Consider motion(s) from Executive Session

Scheduled Meetings and Events*Scheduled meetings:*

August 10 8:00 a.m. Battlefield Preservation Commission
August 10 2:00 p.m. Budget and Finance Committee
August 14 5:00 p.m. Franklin Historic Zoning Commission
August 21 4:00 p.m. Design Review Committee for Franklin Historic Zoning Commission
August 22 5:00 p.m. BOMA Work Session
August 22 7:00 p.m. Board of Mayor and Aldermen
August 24 4:00 p.m. Capital Investment Committee
August 24 5:00 p.m. Joint BOMA / FMPC Work Session
August 24 7:00 p.m. Franklin Municipal Planning Commission
August 30 4:30 p.m. SPECIAL WORK SESSION - Columbia Avenue

Other Business**Adjourn****43. [17-0705](#) Consider motion to adjourn**

Anyone needing accommodations due to disabilities please contact the Risk Manager at 615-791-3277 24 hours prior to the meeting.

**MINUTES OF THE SPECIAL MEETING
BOARD OF MAYOR AND ALDERMEN
FRANKLIN, TENNESSEE
CITY HALL BOARDROOM
TUESDAY, JUNE 27, 2017 – 7:00 P.M.**

Board Members

Mayor Ken Moore	P		
Vice Mayor Pearl Bransford	P	Alderman Dana McLendon	A
Alderman Clyde Barnhill	A	Alderman Margaret Martin	P
Alderman Brandy Blanton	P	Alderman Ann Petersen	P
Alderman Beverly Burger	P	Alderman Michael Skinner	P

Department Directors/Staff

Eric Stuckey, City Administrator	P	Becky Caldwell, SES Director	
Vernon Gerth, ACA Community & Economic Dev.	P	Lisa Clayton, Parks Director	
Mark Hilty, ACA Public Works	P	Michelle Hatcher, Interim Water Management Director	
Kristine Tallent, ACA/CFO	P	Paul Holzen, Engineering Director	
Shauna Billingsley, City Attorney	P	Emily Hunter, Planning & Sustainability Director	
Deb Faulkner, Police Chief		Kevin Townsel, Human Resources Director	
Rocky Garzarek, Fire Chief		Joe York, Streets Director	
Fred Banner, IT Director		Lanaii Benne, Assistant City Recorder	P
Chris Bridgewater, BNS Director		Linda Fulwider, Board Recording Secretary	A

CALL TO ORDER

Mayor Ken Moore called the June 27, 2017, meeting to order at 7:35 p.m.

INVOCATION

Mayor Moore gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Moore led the Pledge of Allegiance to the Flag of the United States of America.

CITIZEN COMMENTS: (Open for Franklin citizens to be heard on items not included on this Agenda. As provided by law, the Board of Mayor and Aldermen shall make no decisions or consideration of action of citizen comments, except to refer the matter to the City Administrator for administrative consideration, or to schedule the matter for Board consideration at a later date. Those citizens addressing the Board of Mayor and Aldermen are requested to come to the microphone and identify themselves by name and address for the official record)

No one came forward to speak.

COMMUNICATIONS FROM WILLIAMSON COUNTY MAYOR AND WILLIAMSON COUNTY COMMISSION

None present.

APPROVAL OF MINUTES

- 1. 17-0570** *A motion was made by Alderman Blanton, seconded by Alderman Skinner, that the minutes of June 13, 2017 Work Session and June 13, 2017 Board of Mayor and Alderman be approved as presented. The motion carried unanimously.*

RECOGNITIONS

Alderman Petersen stated that Franklin on the Fourth activities take place 10 am to 8 pm on the Square in Downtown Franklin, and the Fireworks Show begins at 9:00 p.m. at Harlinsdale Farms

MISCELLANEOUS REPORTS

None

CONSENT AGENDA

All items under the Consent Agenda are deemed non-controversial and routine in nature by the governing body. They will be approved as recommended by Committee or staff by one motion of the governing body. The items on the Consent Agenda will not be discussed. Any member of the governing body desiring to discuss an item on the Consent Agenda may request that it be removed from the Consent Agenda and be placed on the Regular Agenda. It will then be considered at that time. Staff recommends that Item Numbers 11-30 be placed on the Consent Agenda.

2. 17-0571 Consideration of Items 11-30 on the Consent Agenda

A motion was made by Alderman Burger, seconded by Alderman Blanton, that Consent Agenda items 11 through 30 be approved. The motion carried unanimously 6-0.

NEW BUSINESS

3. 17-0352 Consideration of ORDINANCE 2017-16, To Be Entitled: "An Ordinance To Rezone 0.6 Acres From Residential – 2 (R-2 District To Office Residential (OR) District For The Property Located North Of Murfreesboro Road And South Of London Lane, 199 North Royal Oaks Boulevard." Establishing a Public Hearing Date of August 8, 2017.

[FIRST OF THREE READINGS]

Franklin Municipal Planning Commission
Emily Hunter, Planning & Sustainability Director
Amy Diaz-Barriga, Current Planning Supervisor
Josh King, Principal Planner

A motion was made by Vice Mayor Bransford, seconded by Alderman Martin, that Ordinance 2017-16 be approved on First Reading.

Alderman Petersen stated that this lot is part of the Royal Oaks detached residential subdivision, and would not support this Ordinance. Aldermen Burger and Skinner commented that they would vote to move this item to Public Hearing. Alderman Martin commented that the Hendrix's have been waiting for 30 years for this to be rezoned and she will support the item. Alderman Martin also commented that the owners are willing to place screen as necessary to the side that faces London Lane.

The motion carried 5 – 1 on First of Three Readings with Aldermen Blanton, Skinner, Martin, Burger and Vice Mayor Bransford voting for the motion, and Aldermen Petersen voting against the motion.

4. 17-0176 PUBLIC HEARING: Consideration of Initiating the Annexation Process and Draft Plan of Services, Draft RESOLUTION 2017-17, for the Annexation of Several Properties Not Adjoining the Existing City Limits, Located on the North and South Side of Murfreesboro Road, East of North Chapel Road, and West of Trinity Road, and Within the Eastern Part of the Franklin Urban Growth Boundary (UGB), by the City of Franklin, Tennessee."

Eric Stuckey, City Administrator
Vernon Gerth, ACA Community & Economic Development
James Svoboda, Principal Planner

Planning Director Emily Hunter gave a brief description of the resolution proposed for this property.

Public Hearing:

With no one coming forward to speak, Mayor Moore declared the Public Hearing Closed

A motion was made by Alderman Burger, seconded by Vice Mayor Bransford, that Resolution 2017-17 be approved.

Alderman Burger asked that staff work with the State with regards to plans for the design and Right-of-Way of roads. Vice Mayor Bransford stated that she looks forward to staff's input.

The motion carried by a unanimous vote 6-0.

5. 17-0540 ★**Consideration of Change Order No. 2 to the On-Call Annual Contract for Called Bonds (COF Contract No. 2015-0080) with Tennessee Valley Paving Company for Time Extension Through June 30, 2018.**

**Joe York, Streets Director
Paul Holzen, Engineering Director**

A motion was made by Alderman Blanton, seconded by Alderman Skinner, that Change Order No. 2 to COF Contract 2015-0080 with Tennessee Valley Paving Company be approved. The motion carried by a unanimous vote 6-0.

6. 17-0542 ★**Consideration of Change Order No. 2 to the On-Call Annual Contract for Concrete Curb and Sidewalk Repairs (COF Contract No. 2015-0081) with M.A.Y. Construction, Inc. for Time Extension Through June 30, 2018.**

**Joe York, Streets Director
Paul Holzen, Engineering Director**

A motion was made by Vice Mayor Bransford, seconded by Alderman Petersen, that Change Order No. 2 to COF Contract 2015-0081 with M.A.Y. Construction, Inc. be approved. The motion carried by a unanimous vote 6-0.

7. 17-0545 ★**Consideration of Change Order No. 2 to the On-Call Annual Contract for Roadway Repairs and Resurfacing (COF Contract No. 2015-0083) to Tennessee Valley Paving Company for a Time Extension Through June 30, 2018.**

**Joe York, Streets Director
Paul Holzen, Engineering Director**

A motion was made by Vice Mayor Bransford, seconded by Alderman Martin, that Change Order No. 2 to COF Contract 2015-0083 with Tennessee Valley Paving Company be approved. The motion carried by a unanimous vote 6-0.

8. 17-0546 ★**Consideration of Change Order No. 2 to the On-Call Annual Contract for Stormwater and Drainage Improvements (COF Contract No. 2015-0084) with Sessions Paving Company for a Time Extension Through June 30, 2018.**

**Joe York, Streets Director
Paul Holzen, Engineering Director**

*A motion was made by Alderman Blanton, seconded by Alderman Skinner, that Change Order No. 2 to COF Contract 2015-0084 with Sessions Paving Company be approved.
The motion carried unanimously 6-0.*

9. 17-0547 ★**Consideration of Change Order No. 2 to the On-Call Annual Contract for Traffic Signal and Interstate Lighting Modifications and Repairs (COF Contract No. 2015-0085) with S&W Contracting Company, Inc. for a Time Extension Through June 30, 2018.**

**Joe York, Streets Director
Paul Holzen, Engineering Director**

A motion was made by Vice Mayor Bransford, seconded by Alderman Burger that Change Order No. 2 to COF Contract 2015-0085 with S&W Contracting Company be approved. Motion carried unanimously 6-0.

10. 17-0425 **Consideration of Liquor License Renewal for Cool Springs Wine and Spirits (James W. Woodard, Jr., Managing Agent), 1935 Mallory Lane, Franklin TN 37067**

Lanaii Benne, Assistant City Recorder Records

A motion was made by Alderman Petersen, seconded by Alderman Blanton that Liquor License Renewal for Cool Springs Wine and Spirits be approved. The motion carried unanimously 6-0.

CONSENT AGENDA

11. 17-0311 **Consideration of ORDINANCE 2017-11, To Be Entitled: “An Ordinance To Rezone 0.42 Acres From Detached Residential 3 (R-3) District To Specific Development – Residential (SD-R 4.7) District for John B. McEwen Addition PUD Subdivision For The Property Located At 1226 Adams Street.”**

Alderman Ann Petersen, FMPC Representative

[THIRD AND FINAL READING]

Ordinance 2017-11 was approved unanimously 6-0 on Third and Final Reading.

12. 17-0316 **Consideration of ORDINANCE 2017-08, To Be Entitled: “An Ordinance To Amend Chapter 5 Of The Zoning Ordinance Of The City Of Franklin, Tennessee, In Order To Amend The Building Design Standards To Remove The Requirement Pertaining To The Maximum Length Of Attached Residential Buildings.”**

[THIRD AND FINAL READING]

Alderman Ann Petersen, FMPC Representative

Ordinance 2017-08 was approved unanimously 6-0 on Third and Final Reading.

13. 17-0427 **Consideration of ORDINANCE 2017-19, an Ordinance to Adopt a Budget for Fiscal Year 2017-2018.**

Eric Stuckey, City Administrator

[THIRD AND FINAL READING]

Kristine Tallent, ACA/CFO

Michael Walters Young, Budget & Analytics Manager

Ordinance 2017-19 was approved unanimously 6-0 on Third and Final Reading.

14. 17-0428 **Consideration of ORDINANCE 2017-20, an Ordinance to Establish a Property Tax Rate for FY 2018.**

Eric Stuckey, City Administrator

[THIRD AND FINAL READING]

Kristine Tallent, ACA/CFO

Michael Walters Young, Budget & Analytics Manager

Ordinance 2017-20 was approved unanimously 6-0 on Third and Final Reading.

15. 17-0429 **Consideration of ORDINANCE 2017-21, an Ordinance to Amend Appendix A, Chapter 17, of the Municipal Code regarding Refuse and Trash Disposal Rates**

Eric Stuckey, City Administrator

[THIRD AND FINAL READING]

Kristine Tallent, ACA/CFO

Michael Walters Young, Budget & Analytics Manager

Ordinance 2017-21 was approved unanimously 6-0 on Third and Final Reading

16. 17-0431 **Consideration of ORDINANCE 2017-15, 4th Quarter 2017 Budget Amendments.**

Eric Stuckey, City Administrator

[THIRD AND FINAL READING]

Kristine Tallent, ACA/CFO

Michael Walters Young, Budget & Analytics Manager

Ordinance 2017-15 was approved unanimously 6-0 on Third and Final Reading.

- Page 5 of 6

26. 17-0503 **Consideration of Liquor License for Case Select Wines and Liquors (Thomas Michael Klaritch and John Matthew Klaritch, Managing Agents), 3046 Columbia Avenue, Franklin, TN 37064.**
Lanaii Benne, Assistant City Recorder/Records
Approved unanimously 6-0.
27. 17-0478 **Consideration of Event Permit for Franklin on the Fourth sponsored by the Franklin Lions Club in Downtown Franklin.**
Deb Faulkner, Police Chief
Approved unanimously 6-0.
28. 17-0479 **Consideration of Event Permit Application for St. Paul's BBQ on July 22, 2017 in Downtown Franklin sponsored by St. Paul's Episcopal Church.**
Deb Faulkner, Police Chief
Approved unanimously 6-0.

Items Approved on Behalf of the Board

29. 17-0355 **Acknowledge report of Procurement Award To and Execution of Procurement Agreement with Thomason and Associates of Nashville, Tennessee in the Total Lump-Sum Amount of \$9,823 for Downtown Historic District Listing Update and Architectural Evaluation Services for the Planning and Sustainability Department (Purchasing Office Procurement Solicitation No. 2017-012; Grant Supported Project to be budgeted in FY 2018; Contract No. 2017-0100).**
Emily Hunter, Planning & Sustainability Director
Approved unanimously 6-0.
30. 17-0510 **Consideration of an Expert Services Agreement (COF Contract No. 2017-0108) with Boozer & Company, P.C. in an Amount Not-to-Exceed \$25,000.00.**
Shauna Billingsley, City Attorney
Approved unanimously 6-0.

EXECUTIVE SESSION

An Executive Session was not held

ADJOURN

Alderman Blanton moved to adjourn, seconded by Alderman Burger, and motion carried unanimously.

Meeting adjourned @ 7:49 p.m.

Dr. Ken Moore, Mayor

Minutes prepared by: Lanaii Benne, Assistant City Recorder, City Administrator's Office – Updated: 10/24/2017 10:57 AM

**MINUTES OF THE WORK SESSION
BOARD OF MAYOR AND ALDERMEN
FRANKLIN, TENNESSEE
CITY HALL BOARDROOM
TUESDAY, JUNE 27, 2017 – 5:00 P.M.**

Board Members

Mayor Ken Moore
Vice Mayor Pearl Bransford
Alderman Clyde Barnhill
Alderman Brandy Blanton
Alderman Beverly Burger

Alderman Dana McLendon
Alderman Margaret Martin
Alderman Ann Petersen
Alderman Michael Skinner

Department Directors/Staff

Eric Stuckey, City Administrator
Vernon Gerth, ACA Community/Economic Dev
Mark Hilty, ACA Public Works
Kristine Tallent, ACA/CFO
Shauna Billingsley, City Attorney
Deb Faulkner, Police Chief
Rocky Garzarek, Fire Chief
Fred Banner, IT Director
Chris Bridgewater, BNS Director

Becky Caldwell, SES Director
Lisa Clayton, Parks Director
Michelle Hatcher, Interim Water Management Director
Paul Holzen, Engineering Director
Emily Hunter, Planning & Sustainability Director
Kevin Townsel, HR Director
Joe York, Streets Director
Lanaii Benne, Assistant City Recorder
Linda Fulwider, Board Recording Secretary

Call to Order

Mayor Ken Moore called the Work Session to order at 5:00 p.m.

Citizen Comments

No one came forward to speak.

WORK SESSION DISCUSSION ITEMS

1. **17-0569 Discussion with Williamson County Government Regarding an Interlocal Agreement to Redistribute the Half of the On-Half Percent Sales Tax Increase That is Not Allocated for Schools. (COF Contract No. 2017-0145)**

Eric Stuckey, City Administrator

Williamson County Mayor Rogers Anderson and Williamson County Chief Financial Officer Nina Graham introduced the item. The County is proposing to increase the local sales tax county wide from the current 2.25 percent to the proposed 2.75 percent and asks that the City agree to dedicate its portion (.5 percent increase) to schools for the first three years.

Mayor Anderson stated this funding part of School Superintendent Dr. Looney's plan to raise one-half billion dollars for school renovations, additions (expansions), and new schools. He explained that the County Commission will introduce a resolution for a countywide sales tax increase. An affirmative vote of the majority of the county commission would be needed to put this on a referendum. All cities within Williamson County are being asked to do a 3-year program of an

increase from 9.25 to 9.75. The City would then receive its half of the .5 percent at the end of three years.

Mayor Anderson stated that if the referendum passes by the voters, the City of Franklin would give up one half of a percent to Williamson County Schools during the first three years of its implementation.

Discussion:

- Vice Mayor Bransford asked if no additional funding would be needed after three years. Mayor Anderson explained that with the growth that is occurring in Williamson County, most of the growth is within the city limits. The way the bond schedule is set up, within three to four years it would begin to plane out, come down, and then the County would be paying off the debt by then.
- Alderman Burger stated she believes it is going to be a hard sell to residents because it sunsets in three years.
- Mayor Anderson replied that citizens have to make the decision on the funding of schools. After the three-year window, **half of** this money will roll back to the city where it was generated. He reiterated the need for funding of new schools if the county schools double in population by 2040. An alternative to raise the money is property tax.
- Mayor Moore asked for clarification that at the end of three years the agreement goes away, but the school would continue to receive 50 percent.
- Mayor Anderson stated that the money goes directly to schools from the sales tax. Their half of this increase goes directly to the county side to pay for the ‘bricks and mortars’, debt service.
- Mr. Stuckey clarified that the agreement for the cities to dedicate their half **of the revenue generated by the new sales tax** to debt service for three years. Thereafter, the sales tax continues as currently in place – one-half for public schools, one half for City of Franklin operations.
- Mayor Anderson shared that a school in Thompson Station is currently under construction and that it takes approximately 2 years to get a school to ‘open’ status. This increase gives us an opportunity to get the funding in place.
- Alderman Martin asked how much the City’s portion would produce.
- Mr. Stuckey replied that in the current year, the total one-half percent would generate \$15M collectively, and \$7.4 million would be the City’s half. The total would be \$15 million a year to County, then approximately \$7.5 million thereafter coming annually to the City if the tax was in place.
- Alderman Skinner stated this needs to be supported to maintain school standards.
- Mayor Anderson stated that he does not want to interrupt a City election. He shared that if County Commissioners pass the proposed resolution (13 affirmative out of 24), the County then has 75 days to put it on a ballot for the public’s vote. It will need to be done no later than 90 days. He confirmed this will not go on the Commission’s July meeting agenda, but rather sometime **later in the year**. It requires an affirmative vote of the majority of Williamson County voters in all areas except for Fairview, since they are at a 9.75% tax rate already. The second entity to sign on was the School Board. Each city in Williamson County is being asked to support the Resolution.
- Mr. Stuckey asked if there is a certain timing for response from the City to which Mayor Anderson replied, “30 days, if possible”.
- Alderman Petersen asked for clarification on the 75 – 90 days for referendum.
- Mayor Anderson replied that it is indicative of when the County Commissioners vote on the Resolution. Once the County Commission votes, the Clerk processes the paper, and the

Mayor signs the Resolution. From that point, there are 75 days to put it on a ballot and 90 days to complete the voting.

2. **17-0525 Presentation of Trail/Connectivity Projects**

Eric Stuckey, City Administrator

Lisa Clayton, Parks Director

Eric Stuckey introduced Julian Bibb and Adam Ballash, members of an informal work group involving Friends of Franklin Parks, Heritage Foundation, and private citizens focused on trails and connectivity opportunities.

Mr. Bibb explained the committee is not working on the Harpeth Meadows/Jeff Bethurum property, but rather they are looking at ways to develop and promote connectivity throughout Franklin. Their central focus has been the development of a river walk on the west side of the Harpeth River from Franklin Road behind Puckett's Boathouse to the existing City trail around Bicentennial Park, along Bicentennial Park into Chestnut Bend, a trail to the Recreation Center, and ultimately connecting to the sidewalks along Mack Hatcher. Also, looking to propose a bridge from the City property adjacent to Chestnut Bend into Harlinsdale to be close to the existing canoe launch site. This would all require a cooperative effort with the City, County, and HOA's.

He stated the committee is also focused on river trails and perhaps sidewalk connectivity from Bicentennial Park to Pinkerton Park, trails along the CSX railroad, trails to Eastern Flank, naming the trail, and raising private funds and sponsorships for trail development. Mr. Bibb noted that TDOT has agreed to fund 80% of the cost of a bridge from the City property adjacent to Chestnut Bend across the Harpeth River on to Harlinsdale.

Discussion:

- Alderman Petersen commented that the Parks' Master Plan has deficits of sidewalks, trails, and neighborhood parks
- Mr. Ballash agreed that special needs/special interest parks and overall park space is needed, particularly on the east side of Franklin, not just the area within Mack Hatcher
- Alderman Skinner asked if the group would operate under Friends of Franklin Parks to which Mr. Bibb answered, "yes, through the MOU (Memorandum of Understanding) with the City"

3. **17-0573 Consideration of Ordinance 2017-29, an Ordinance to Create Title 2, Chapter 6 of the City of Franklin Municipal Code Relating to the Creation of the Franklin Public Art Commission.**

Vernon Gerth, ACA Community & Economic Development

Monique McCullough, Public Outreach Specialist

Eric Stuckey noted that staff and interested citizens have worked together as a group to develop a public art program. An ordinance outlining policies for the Commission is now drafted for the Board's consideration.

Vernon Gerth thanked the group for their dedicated efforts for a Public Art Commission. A policy manual will help promote public art in the community, but noted it does not fund the organization. The commission will be comprised of nine members, giving oversight for public art on non-residential property and within the public right-of-way. The commission will provide recommendations to the Board of Mayor and Aldermen. This program does not provide any type of funding mechanism or dedicated funding at this time.

Julie Walton Garland and Ellie Westman Chin thanked staff and expressed excitement of the public art initiative.

Discussion:

- Alderman Blanton questioned how the committee was reduced to 9 members.
- Ellie Westman-Chin answered that the group wanted a smaller number to start with; Ms. Garland added that the commission is mainly comprised of Franklin businesses and citizens dealing with the arts.
- Alderman Burger recommended the language of the Ordinance in section 2-602, number 3, “Encourage donations/grants” be changed to read, “actively seek donations/grants”.
- Mayor Moore then opened the item up to public comments.
- Mr. Michael Phillips thanked the committee representatives for their work on preparing the Ordinance. He commented that the way it is written, one must own and operate a business in Franklin, and believes that would limit the number of commissioners. Suggested it be reworded to include the cultural arts assets in the community.

4. 17-0557 **Presentation and Overview of the City of Franklin Stormwater Qualified Local Program.**
Paul Holzen, Engineering Director

Item acknowledged; no discussion.

5. 17-0540 **★Consideration of Change Order No. 2 to the On-Call Annual Contract for Called Bonds (COF Contract No. 2015-0080) with Tennessee Valley Paving Company for Time Extension Through June 30, 2018.**

Joe York, Streets Director
Paul Holzen, Engineering Director

Eric Stuckey noted these contracts are rolling over another year and are on the June 27, 2017 voting session for approval by the Board.

6. 17-0542 **★Consideration of Change Order No. 2 to the On-Call Annual Contract for Concrete Curb and Sidewalk Repairs (COF Contract No. 2015-0081) with M.A.Y. Construction, Inc. for Time Extension Through June 30, 2018.**

Joe York, Streets Director
Paul Holzen, Engineering Director

Eric Stuckey noted these contracts are rolling over another year and are on the June 27, 2017 voting session for approval by the Board.

7. 17-0545 **★Consideration of Change Order No. 2 to the On-Call Annual Contract for Roadway Repairs and Resurfacing (COF Contract No. 2015-0083) to Tennessee Valley Paving Company for a Time Extension Through June 30, 2018.**

Joe York, Streets Director
Paul Holzen, Engineering Director

Eric Stuckey noted these contracts are rolling over another year and are on the June 27, 2017 voting session for approval by the Board.

8. 17-0546 **★Consideration of Change Order No. 2 to the On-Call Annual Contract for Stormwater and Drainage Improvements (COF Contract No. 2015-0084) with Sessions Paving Company for a Time Extension Through June 30, 2018.**

Joe York, Streets Director
Paul Holzen, Engineering Director

Eric Stuckey noted these contracts are rolling over another year and are on the June 27, 2017 voting session for approval by the Board.

9. 17-0547 **★Consideration of Change Order No. 2 to the On-Call Annual Contract for Traffic Signal and Interstate Lighting Modification and Repairs (COF Contract No. 2015-0085) with S&W Contracting Company, Inc. for a Time Extension Through June 30, 2018.**

Joe York, Streets Director
Paul Holzen, Engineering Director

Eric Stuckey noted these contracts are rolling over another year and are on the June 27, 2017 voting session for approval by the Board.

10. 17-0490 **Discussion Regarding Parkland Dedication Applicability for The Standard at Cool Springs Development.**

Lisa Clayton, Parks Director

Eric Stuckey explained this is a more specific parkland consideration than others in the area of east Franklin. Staff is looking at what is currently allowed at other developments in the east corridor of Franklin for the same consideration at The Standard development.

Lisa Clayton explained that the Ovation development is allowed to receive a credit for building mountain biking trails along the hillsides. Currently, The Standard is allowed fees in lieu of, or land. Staff would like to do the same thing at The Standard as is allowed at Ovation; allow The Standard to design and construct four to five miles of biking trails and that land would be their credit. Proposes that The Standard maintain the trails for 15 years. No modification of standards because this is not a P.U.D.

Asking the Board for approval for staff to work with representatives of The Standard to design and provide an itemized budget for their parkland dedication. Provides for connection to Carothers multi-purpose trail system all the way to Liberty Park and utilizing the hillside.

Discussion:

- Vice Mayor Bransford asked for clarification of the City taking over maintenance of this area after the initial 15-year period to which Ms. Clayton confirmed the City would maintain the area after the initial 15-year period.
- Alderman Blanton asked where the patrons would park to utilize the trail head at Carothers.
- Ms. Clayton answered that Columbia State has issued parking permits, and a parking permit is required to park on campus. Lifetime fitness and Ovation has areas where the general public could access the trail.

11. 16-0835 **Discussion of Ordinance 2016-42, Proposed Changes to Amend Title 17 of the Municipal Code.**

Mark Hilty, ACA Public Works
Becky Caldwell, SES Director

Eric Stuckey noted that staff spoke to the Budget and Finance Committee regarding clarifying customer classes. It was decided to defer the item to the July 11, 2017 Work Session.

12. 17-0496 **Consideration of Resolution 2017-40 To Be Entitled, “A Resolution of the City of Franklin, Tennessee Relating to ICMA Regarding Participation for Designated Employees of the City.**

Kevin Townsel, HR Director

Eric Stuckey noted the ICMA Participation documents change the words ‘Personnel Director’ to ‘Human Resources Director’.

13. 17-0436 **Consideration of Bids Received for Municipal Solid Waste Transport Services and, Optionally, Municipal Solid Waste Transfer Station Operation Services, for the City’s Municipal Solid Waste Stream that is Processed at the City’s Solid Waste Transfer Station, for the Sanitation**

and Environmental Services Department (Purchasing Office Procurement Solicitation No. 2017-008).

**Mark Hilty, ACA Public Works
Becky Caldwell, SES Director**

(Items 13 and 14 were taken together)

Eric Stuckey noted the Board changed disposal processes on transportation and landfilling approximately five years ago. At that time the City entered into an agreement with Bi-County Services; nine years remain in the agreement. Bi-County is a government entity that provides the functions of hauling and landfilling; this has been very productive and financially beneficial as well. SES Director Becky Caldwell noted that a letter of intent to extend the agreement was sent to Bi-County.

Mr. Stuckey added that the contract is unilaterally written as far as terms and cancellation; if the City wanted to take another route, 30 days' notice could be given.

Discussion:

- Alderman Blanton shared that it concerns her to outsource the transfer station. Wants to make sure the City is careful with regards to budget impact and a quality of life for Franklin.
- Alderman Skinner asked if the City entered into a 30-year bid, would it be unilateral like Bi-County?
- Mr. Stuckey answered that it is written to be very much of the City controlling that, but it is not the same agreement. Being able to have the 30 years of capacity at a manageable cost is the primary issue being reviewed. Does not see the collection side going the route of the transfer station; desires to maintain providing a high-level quality of service. This is an opportunity to look at the landfill aspect.
- Mayor Moore clarified the City is still in the middle of reviewing the issue.
- Mr. Stuckey reiterated this is a formal procurement for which no recommendation is prepared due to staff still working through the process.
- Dawn Cole, Public Sector Representative for Waste Management Company, shared that their company is excited to be considered as a service provider to the City.
- Mr. Stuckey reiterated this is still a formal procurement process; we don't have a recommendation yet.

14. 17-0437 **Consideration of Bids for Municipal Solid Waste Sanitary Landfill Disposal Services, for the Sanitation and Environmental Services Department (Purchasing Office Procurement Solicitation No. 2017-009).**

**Mark Hilty, ACA Public Works
Becky Caldwell, SES Director**

(Taken with item number 13)

15. 17-0574 **Consideration of Resolution 2017-44, A Resolution Adopting a Policy for the Use, Maintenance, and Retention of Security Video Cameras on City-Owned Properties.**

Eric Stuckey noted that the City's budget included cameras in public garages. This policy provides guidelines for maintaining those recordings.

16. 17-0575 **Consideration of Resolution 2017-05, A Resolution to Amend the City of Franklin Records Retention Policy Relative to Social Media and Security Video Camera Records.**

Eric Stuckey noted that this Resolution updates the City's retention policy for both social media and video retention. Neither relate to body-worn cameras

17. 17-0491 Continued Discussion Regarding Columbia Avenue Improvements Project Design Alternatives and Consideration of DRAFT Resolution 2017-43 to Select the Corridor Design Concept for the Columbia Avenue Widening & Improvements Project.

Paul Holzen, Engineering Director

Mr. Holzen gave a presentation of proposed improvements to Columbia Avenue.

- Showed concept of realignment with and without roundabout concepts.
- Stated they would try to keep a five-foot wide center lane at certain locations.
- Safety and operations are main concern; will incorporate grass sections where feasible
- Proposing to shift primary access from businesses on Columbia Avenue to side streets when possible
- Staff intends to discuss these proposals with business/property owners to understand their operations and finalize these proposals
- Explained myths and facts relating to traffic roundabouts
- Utilities will be a challenge on this project; staff is assessing this impact

Eric Stuckey added that staff's intent is to explain "access control" to the Board since the major concern with the 5-lane configuration is safety.

A special work session will be set soon for further discussion of this project.

Other Business

None

Adjournment

Work Session adjourned @ 7:25 p.m.

Dr. Ken Moore, Mayor

Minutes prepared by: Lanaii Benne, Assistant City Recorder, City Administrator's Office - updated 10/24/2017 10:57 AM

**MINUTES OF THE WORK SESSION
BOARD OF MAYOR AND ALDERMEN
FRANKLIN, TENNESSEE
CITY HALL BOARDROOM
TUESDAY, JULY 11, 2017 – 4:30 P.M.**

Board Members

Mayor Ken Moore	P		
Vice Mayor Pearl Bransford	P	Alderman Dana McLendon	P
Alderman Clyde Barnhill	P	Alderman Margaret Martin	P
Alderman Brandy Blanton	P	Alderman Ann Petersen	P
Alderman Beverly Burger	P	Alderman Michael Skinner	P

Department Directors/Staff

Eric Stuckey, City Administrator	P	Lisa Clayton, Parks Director	P
Vernon Gerth, ACA Community/Economic Dev.	P	Michelle Hatcher, Water Management Director	P
Mark Hilty, ACA Public Works	P	Paul Holzen, Engineering Director	P
Kristine Tallent, ACA/CFO	P	Emily Hunter, Planning & Sustainability Dir.	P
Shauna Billingsley, City Attorney	P	Kevin Townsel, HR Director	P
Deb Faulkner, Police Chief		Joe York, Streets Director	P
Rocky Garzarek, Fire Chief		Jonathan Marston, Assistant Director Engineering	P
Jordan Shaw, IT Director		Kelly Dannenfelser, Principal Planner	P
Chris Bridgewater, BNS Director	P	Lanaii Benne, Assistant City Recorder	P
Becky Caldwell, SES Director		Linda Fulwider, Board Recording Secretary	P

Call to Order

Mayor Ken Moore called the Work Session to order at 4:30 p.m.

Citizen Comments

① Sister Cities Exchange Students

Vice Mayor Bransford recognized a group of students who participated in the Sister Cities exchange student program in Bad Soden, Germany and Carleton Place, Ontario, Canada, and introduced student chaperone Betsy Taylor. Ms. Harris spoke briefly and noted these students have been true ambassadors for the U.S. She introduced the students and two of the students spoke about their experiences.

② New Department Directors

Eric Stuckey related two assistant directors were recently promoted to department directors:

- Michelle Hatcher to Water Management Director
- Jordan Shaw to IT Director.

WORK SESSION DISCUSSION ITEMS

- 1. 17-0577 Consideration of Liquor License Renewal for Berry Farm Wine & Spirits (Satish Patel, Managing Agent), 4000 Hughes Crossing, Suite 160, Franklin, TN 37064-1484**
Lanaii Benne, Assistant City Recorder/Records
No questions or comments.
- 2. 17-0576 Consideration of Liquor License Renewal for Franklin Wine and Spirits (James D. Clark, Managing Agent), 1400 Liberty Pike, Suite 300, Franklin, TN 37064**
Lanaii Benne, Assistant City Recorder/Records
No questions or comments.

3. 17-0607 **Update on Downtown Parking Capacity and Management Study (COF Contract No. 2016-0230)**

Paul Holzen, Engineering Director

Brad Thompson, Volkert, presented the following:

EXISTING PARKING SUPPLY & COMMITTED PARKING SUPPLY:

Parking Classification	Parking Spaces		
	Supply	Demand (Peak Hr)	Need
Existing*	1378	1166	-212
Existing + Committed**	1824	1878	54

*This includes the two parking garages, on-street parking, and the 4th Avenue Church of Christ Lot

**The committed projects include Harpeth Square, 231, 249, and Renasant Bank

Supply and demand: Surplus parking on a typical weekday, but not necessarily in places where people want to be.

SHARED PARKING PURPOSE & ANALYSIS:

- Peak Hours and Demands for Parking vary according to the Land Use
- Land Uses with varying peak demands that are located within close proximity can share parking areas
- Reductions were taken for the time of day and month; however, reductions were not taken for different modes of travel (pedestrians, bicycles, transit)

FUTURE LAND USE: (not a market demand study)

- Developed a Planning-level Future Development Scenario
- Multilayered Data Projections:
 - GIS data provided Current Parcel Size, Building Square Footage and Land Use
 - Envision Franklin provided guidance for future form and land-use mix
- Future Development Scenario attempts a realistic look at the downtown core of the Study Area
- Land Use Mix and Development Scenario vetted and refined with guidance from Planning Staff
 - Reviewed and revised on a block-by-block basis for the downtown core
 - Incorporated approved developments (committed) but not yet constructed/occupied

○ Alderman McLendon joined the meeting at 4:49 p.m.

FUTURE PARKING SCENARIO

- Projected Building Square Feet were applied to parking standards to produce a **shared** Future Parking Scenario
- Shared Use Parking Analysis conducted on Shared Parking Districts
- Shared Parking Districts = Geographic Analysis Zones

Important!

- Shared Uses – included in Future parking analysis (Retail, Institutional, Office, Restaurant and Finance)
- Discrete Uses – not included in the Future parking analysis (Residential & Hotel)

FUTURE DEVELOPMENT SCENARIO:

Existing vs. Future Square Footage of Shared Parking Land Uses

LAND USE SHIFTS PER AREA

North	Northwest	West	Central	East	South
Increase in office	Increase in office & retail	Increase in retail & office	Increase in office	Increase in retail	Increase in office

FUTURE SHARED PARKING DEMAND PER SHARED PARKING DISTRICT:

Shared Parking District	Shared Parking Demand*
North	250
Northwest	450
West	700
Central	1500
East	1600
South	450

*This demand is based on the future development scenario and are approximate so they will need to be reevaluated as development is proposed

EXISTING PARKING SUPPLY WITH PRIVATE LOTS PER SHARED PARKING DISTRICT:

Shared Parking District	Existing Parking Supply
North	449
Northwest	72
West	336
Central	937
East	861
South	342

EXISTING + COMMITTED PARKING SUPPLY PER SHARED PARKING DISTRICT:

Shared Parking District	E + C Parking Supply
North	449
Northwest	120
West	352
Central	937
East	1,241
South	342

PARKING NEEDS PER SHARED PARKING DISTRICT:

Shared Parking District	Parking Needs
North	0
Northwest	250-450
West	250-450
Central	450-650
East	250-450
South	50-250

WALKABLE AREAS VS. SHARED PARKING DISTRICTS: The Second Avenue and Fourth Avenue garages are in an area where people are willing to walk to destinations.

SCHEDULE:

- September 2017 – BOMA review of recommendations
- October 2017 – Final Parking Study presented to BOMA

Requests to explore: If any private parking lots would allow public parking after hours, as well as pay to park lots. Information will be included in the September report.

4. 17-0609 Discussion Regarding Thermal Hydrolysis Alternatives Analysis
Mark Hilty, ACA Public Works
Michelle Hatcher, Water Management Director

Thermal Hydrolysis Alternatives Analysis presentation:

HISTORY/BACKGROUND:

- Resolution 2015-04 approved Letter of Intent with Cambi on February 24, 2015 after a competitive preselection process
- Lystek proposed at October 2016 public meeting by Chestnut Bend HOA. BOMA requested staff evaluate and determine if comparable to Cambi THP process.
- October 2016 began development of equally rigorous bid package to Lystek.

PRELIMINARY NON-ECONOMIC COMPARISON:

Maintained the integrity of the bid process to get to apples to apples comparison. Comparison shows Cambi has the level of experience with more installations than Lystek. The ability to provide support, and annual revenues reveals Cambi has four times more experience. TDEC and the EPA weighed in on the ability to produce Class A solids. Through a different method, Lystek could produce Class A, but would have to change to a lime stabilization process to raise pH to 12 to kill the pathogens (part of EPA regulations). Regulators are not giving a definitive answer on what to do to achieve that key component. A physical churning process would have to be done, and the time spent to do that would have to be factored in. Diversity of disposal; Cambi produces a better Class A eq. CDM would need an amendment for the significant redesign. Bigger tanks, pumps, etc. would be required, and the permitting process would begin again.

<u>Current Schedule:</u> ▪ BOMA approval of additional \$20M funding- July 2017 ▪ TLDA approval of all COF loans – August 2017 ▪ Bidding & Award (4 months) – December 2017 ▪ Completion of Construction (3 years) – January 2021	<u>Proposed Schedule:</u> ▪ BOMA decision to continue Lystek evaluation – July 2017 ▪ Complete Lystek evaluation (3.5 months) – November 2017 ▪ Staff & BOMA approval of Lystek & redesign amendment for CDM Smith (1 month) – December 2017 ▪ Redesign of biosolids process to include Lystek process (10-12 months) – November 2018 ▪ Permitting process (3 months) – February 2019 ▪ SRF process (9 months) – November 2019 ▪ Bidding & Award (4 months) – March 2020 ▪ Completion of Construction (3 Years) – March 2023
--	---

COSTS:

- SRF funding totaling \$80M has already been approved, with an additional \$20M to be approved.
- Increase in construction cost with time.
- SRF funding – 1.47% (totaling approximately \$33M savings vs. private bonds)
- Additional consulting costs:
 1. Completion of the evaluation & selection process: \$ 100,000
 2. Permitting \$ 50,000
 3. Design (approximately 325 drawings to redesign/revise) \$1,100,000
 4. TDEC acceptance process \$ 50,000
 5. SRF process assistance \$ 200,000
 - TOTAL \$1,500,000**

The longer delay increases construction costs; whereas, the reduced interest rate of 1.47% saves an additional \$5 million. The SRF number is conservative. It is not easy to get the full evaluation cost of both. Lystek was asked for capital costs and they declined to provide them. Mr. Hilty commented that there is more information in the CDM memo provided in the packet. Mr. Stuckey noted they are both good technologies, but staff believes there isn't sufficient upside to spend time and money to fully vet this out. He added that is not a criticism of the other opinion. There is not enough to justify the significant cost and over two-year delay. Also, with Cambi the City would avoid the additional chemicals and would have lower volume storage.

Discussion:

- Alderman Martin: Prefers to go ahead with Cambi as was previously approved by BOMA. They will provide the Class A wanted by the City. As stewards of taxpayer money, we don't need to spend more. Cambi was thoroughly vetted.
- Vice Mayor Bransford: Move forward on the path chosen. Two or three years would mean more money spent. Why wasn't Lystek forthcoming with information.
- Alderman Barnhill: Two years plus at a \$1.5 million. No.
- Alderman Skinner: Stay with the original path. We had a process and went through evaluation. Too many unknowns.
- Alderman McLendon: Was assured the City would not go with the greenhouses. Asked if the permit issued was tied to Cambi or would it meet the requirements with both entities. If Lystek were chosen what would be the on-site storage. Another \$1.5 million spent might or might not provide an answer. Not convinced one is more right than the other. Was comfortable with the decision made previously. Which one is more adaptable over the life of the plant to rise to the next more stringent regulations. Would need to have complete plans of both entities to compare.
- Michelle Hatcher: Reporting and standards are not tied to Cambi.
- Mark Hilty: Bladder system, underground, tank to store several million gallons. The Cambi unit would be built for expansion. Lystek similar, but the additional chemical would cause

limitations. They can dewater to about 30%, but still have the chemical. Both processes work well, but the Lystek process doesn't jump out as being better than Cambi. CDM is evaluating systems in other parts of the country as well.

- Eric Stuckey: Lystek has to use alkaline approach to get to Class A, and to use chemicals is messier. There are questions about skipping digestion. He doesn't see the City eliminating the digestion.
- Alderman Burger: With Cambi less chemicals, better disposal and lower pH. Anaerobic digestion gets a higher class, less volume and less storage with better disposal and use options.
- Mr. Hilty: Life of the system equipment replacement is in the 20-25-year range.
- Alderman Blanton: Cambi was chosen as the best out of a field of other candidates. The Lystek option was brought to us. It seems to not meet the product standards that the City wants. Cambi produces what we all want.
- Mayor Moore: Has been involved with the process starting with the original committee. Nothing was hastily evaluated. He feels comfortable that our consultants and staff fully vetted Cambi. We did not chose the wrong system.

Citizen Comments:

- Mike Vaughn, 700 Harrow Lane, Chestnut Bend Subdivision, Franklin: Former Chestnut Bend HOA president. As HOA president he researched what the City was planning and found what he thinks is a better solution. He referred to a Request for Information form Lystek said was sent to City, but that the City didn't complete the form. Mr. Vaughn is of the opinion the City didn't give Lystek the opportunity for a baseline proposal because the form wasn't completed and returned. Thus, information was not provided. He believes Lystek is superior. He wants the City to complete the questionnaire.

5. **16-0835 Continued Discussion of Proposed Draft Ordinance 2016-42, An Ordinance to Amend Title 17 – Refuse and Trash Disposal of the Franklin Municipal Code for The Purpose of Clarifying Service Container Ownership, Clarifying Type of Service for Consistent Billing and Other General Housekeeping.”**

**Mark Hilty, ACA Public Works
Becky Caldwell, SES Director**

Continuing to work through the draft language with the Law Department and SES.

Presentation:

IDENTIFY CUSTOMERS BASED ON SERVICE AND CONTAINER:

Current -

- Follows Water Management customer categories
- Creates inconsistent billing for collection services

Recommended Change –

- Define each customer based on services and container
 - Residential roll out service
 - Residential dumpster service
 - Non-residential roll out service
 - Non-residential dumpster service

ROLL OUT CONTAINER OWNERSHIP:

Current –

- Roll out container purchased by developer/builder/contractor
- City maintains ownership of roll out container

Recommended Change –

- Administrative set-up fee collected, instead of “purchase”

BACK DOOR SERVICES:

Current –

- Not included

Recommended Change –

- Require annual application for back door service
- Based on need of the homeowner/occupant

UTILITY BILLING GUIDELINES:

Current -

- Not included

Recommended Change –

- Add the process we currently follow for billing and receipt of payments
- Include timeframe for billing, receipting and penalties

Ordinance will be brought forward.

6. 17-0569 **★Consideration of an Interlocal Agreement with Williamson County Government to Redistribute the Half of the One-Half Percent Sales Tax Increase That is Not Allocated for Schools. (COF Contract No. 2017-0145).**
- Eric Stuckey, City Administrator**
- More information provided: If adopted by a majority of voters, the local option sales tax rate for Williamson County would increase from 2.25% to 2.75%, the maximum allowed by State law. Staff estimates that an additional 0.5% local option tax rate would generate revenues of approximately \$7.3 million for the City (second half only) and over a three-year period potentially contribute a total of \$23.1 million towards payment of debt service for Williamson County Schools.
7. 17-0554 *(Items 7-10 taken together)*
Consideration of Resolution 2016-90, To Be Entitled: “A Resolution Adopting a Plan of Services for the Annexation of 4360 Long Lane, by the City of Franklin, Tennessee.” Establishing a Public Hearing Date of August 8, 2017.
- Emily Hunter, Planning & Sustainability Director
Amy Diaz-Barriga, Planning Supervisor
Brad Baumgartner, Senior Planner**
8. 17-0556 Plan of Services for Annexation
★Consideration of Resolution 2017-48/Ordinance 2017-32, To Be Entitled: A Resolution and Ordinance to Annex Part of 4360 Long Lane, Parcel 180.01, Consisting of 15.3 Acres, Located South of Carothers Parkway and North of Long Lane.” Establishing a Public Hearing of August 8, 2017.
- Emily Hunter, Planning & Sustainability Director
Amy Diaz-Barriga, Planning Supervisor
Brad Baumgartner, Senior Planner**
9. 17-0552 Annexation
★Consideration of Ordinance 2017-27, To Be Entitled, “An Ordinance to Rezone 2.29 Acres From Detached Residential 2 (R-2) To Specific Development District – SD-R 1.71 District and Zone 15.3 Acres Specific Development – District 1.71, Conventional Development Standard Overlay, Goose Creek Character Area (GCCO-6) Overlay, for the Properties Located East of Carothers Parkway and North of Long Lane, 4360 Long Lane, Moss Property PUD Subdivision.” Establishing a Public Hearing on August 8, 2017.
- Emily Hunter, Planning & Sustainability Director
Amy Diaz-Barriga, Planning Supervisor
Brad Baumgartner, Senior Planner**
10. 17-0553 Rezoning
Consideration of Resolution 2017-39, To Be Entitled: “A Resolution Approving a Development Plan for the Moss Property PUD Subdivision, for the Property Located East of Carothers Parkway and North of Long Lane at 4360 Long Lane.” Establishing a Public Hearing Date of August 8, 2017.

Emily Hunter, Planning & Sustainability Director
Amy Diaz-Barriga, Planning Supervisor
Brad Baumgartner, Senior Planner

Development Plan. For 30 single family homes adjacent to Ladd Park. Envision Franklin supports single family homes.

11. 17-0550 **Consideration of Ordinance 2017-24, To Be Entitled: “An Ordinance to Rezone .43 Acres From Residential – 3 (R-3) District To Office Residential (OR) District for the Property Located at the Southeast Corner of Columbia Avenue and Carolyn Avenue, 1475 Columbia Avenue.”**

Franklin Municipal Planning Commission
Emily Hunter, Planning & Sustainability Director
Amy Diaz-Barriga, Planning Supervisor
Josh King, Senior Planner

This is an existing house. Envision Franklin recommends combined office/residential. FMPC and staff recommend approval.

Discussion:

- Alderman Martin: The house is next to this is residential. She doesn't like the idea of just one house being zoned Office Residential.
- Alderman Blanton: Buildings, regardless of use, should maintain a single-family residential character. Engineering requested the connection point closest to Columbia Avenue be closed to improve Level of Service and safety at the intersection. Parking must be screened. Envision Franklin allows Office/Residential. This is the third rezoning request in the last three months. Need to get ahead of this and see how it affects neighborhoods.
- Don Hazelwood, 106 Carolyn Avenue, Franklin: His 94-year-old mother lives in the house next door. He wants a screen between the two properties. He doesn't want a dumpster and porta-john within 10 feet of his property. There is an Air B&B on one side and now another commercial site. Carolyn Avenue is only one block and all the residents are older citizens.
- Alderman Petersen: Voted against this at the FMPC meeting. This is a residential subdivision. Envision Franklin showed the potential for office/residential down Columbia Avenue. The next house is very close with the dumpster and other things.
- Paul Bass, one of the owners of the tract: The end use is an office for a professional engineer with 1-2 employees. He would be glad to put a landscape buffer between the business and the home. The house/office building has four offices.

12. 17-0523 **Consideration of Ordinance 2017-23, To Be Entitled: “An Ordinance to Amend Chapters 2 and 3 and 8 of the Zoning Ordinance of the City of Franklin, Tennessee, to Allow Limited Development in the Floodway Fringe Overlay District (FFO) Within Certain Central Franklin Character Area Overlay Districts (CFCO-1 and CFCO-2).”**

Emily Hunter, Planning & Sustainability Director
Kelly Dannenfelser, Principal Planner

The amendment provides additional development flexibility along the edges of the FFO within certain development limits, while preserving the natural floodplain contours and native vegetation that define an onsite edge of the downtown core and maintain a natural setting along the River (First Avenue, East Main Street, Bridge Street Area along the Harpeth River).

Alderman Petersen had questions and concerns she voiced to Kelly Dannenfelser and requested this item be placed on the August 8 Work Session agenda.

13. 17-0436 ★**Consideration of Bids Received for Municipal Solid Waste Transport Services and, Optionally, Municipal Solid Waste Transfer Station Operation Services, for the City's Municipal Solid Waste Stream that is Processed at the City's Solid Waste Transfer Station, for the Sanitation and Environmental Services Department (Purchasing Office Procurement Solicitation No. 2017-008)**

Mark Hilty, ACA Public Works
Becky Caldwell, SES Director

There was just one bidder. Mr. Hilty asked that this item be delayed until October 10, 2017.

14. 17-0437 ★**Consider Recommendation to Reject All Bids for Municipal Solid Waste Sanitary Landfill Disposal Services, for the Sanitation and Environmental Services Department (Purchasing Office Procurement Solicitation No. 2017-009)**

Mark Hilty, ACA Public Works
Becky Caldwell, SES Director

Multiple bidders on this item. Two of the three bidders took multiple exceptions. Defer award for hauling to October 10, 2017, but reject these bids and consider bidding again later. The City has several years remaining on the contract with Bi-County.

15. 17-0611 ★**Consideration of Resolution 2017-52, a Resolution Authorizing and Providing for the Financing of the Construction of a Wastewater Facilities Project, Including Authorizing the Execution of Application, Contractual Agreements, and Other Necessary Documents, and Making Certain Representations, Certifications, and Pledges of Certain Revenue in Connection with Such Financing for the Water Reclamation Facility Upgrades and Expansion Project with the State Revolving Fund (COF Contract 2017-0174)**

Additional \$20 million for State Revolving Fund, which takes the amount up to \$100 million and lowers the interest rate to 1.47%.

16. 17-0608 ★**Consideration of a Professional Services Agreement (COF Contract No. 2017-0171) with Volkert, Inc. for the Final Design of the Franklin ITS Extension Project (TDOT PIN 116144.00) in an Amount Not-to-Exceed \$71,500.00**

Paul Holzen, Engineering Director

No questions or comments.

17. 17-0491 **Continued Discussion Regarding Columbia Avenue Improvements Project Design Alternatives and Consideration of RESOLUTION 2017-43 to Select the Corridor Design Concept for the Columbia Avenue Widening & Improvements Project.**

Paul Holzen, Engineering Director
Jonathan Marston, Assistant Engineering Director

Follow-up from the last meeting. The options are a five-lane roadway or a roundabout. Opinions sought from the Board.

Initial Reactions:

- Alderman Blanton: Five-lane or nothing and work at night.
- Alderman Burger: Not enough information to make a decision for 30-years out. Suggested intersection @ Columbia Avenue and Mack Hatcher have a light, and intersection @ Columbia Avenue and Downs Boulevard have a light to address the safety issues. Roundabouts are two lanes with an apron. The option of roundabouts at the beginning and end of the stretch of road doesn't seem feasible for the future.
- Jonathan Marston: Five-lane and Roundabout options have been revised.

- Alderman McLendon: Provide level of service A-F for both options, and compare options with and without Mack Hatcher.
- Paul Holzen: Staff can look at it without Mack Hatcher and provide the information.

Presentation:

Two Options –

- Five-Lane Signalized Concept with continuous two-way, left-turn lane
- Roundabout Concept with 4-foot center median – with signal at each end

Anticipated Travel Time and Average Speed, 2041 volumes (Columbia Avenue)

Five-Lane signalized Concept		Roundabout Concept	
Original	4:50 17.5 mph	Original	4:35 18.2 mph
Revised Five-Lane Signalized Concept (with increased access management)		Revised Roundabout Concept (with loosened access management)	
Revised	4:40 18.1 mph	Revised	4:30 18.5 mph

Corridor Delay- 2041 Volumes

Five-Lane signalized Concept		Roundabout Concept	
Original	530 seconds	Original	215 seconds
Revised Five-Lane Signalized Concept		Revised Roundabout Concept	
Revised	375 seconds	Revised	240 seconds

Safety Conflicts

Five-Lane signalized Concept		Roundabout Concept	
Original	583 (377 with access mgmt.)	Original	243
Revised Five-Lane Signalized Concept		Revised Roundabout Concept	
Revised	385	Revised	258

2041 Anticipated Change in Traffic Collisions

Five-Lane signalized Concept		Roundabout Concept	
Original	Between Intersections +41% At Intersections +2%	Original	Between Intersections -25% At Intersections -29%
Revised Five-Lane Signalized Concept		Revised Roundabout Concept	
Revised	Between Intersections +26% At Intersections +1%	Revised	Between Intersections -10% At Intersections -26%

Physical Impact

Five-Lane signalized Concept		Roundabout Concept	
Original	91' wide back of walk to back of walk	Original	83' wide back of walk to back of walk
Revised Five-Lane Signalized Concept		Revised Roundabout Concept	
Revised	--	Revised	--

Data Summary

Original Concepts		Five Lane Signalized Concept	Roundabout Concept
Operational Performance	Thru Traffic Delay	155 sec/veh	145 sec/veh
	Side Street Delay	375 sec/veh	70 sec/veh
	Average Travel Time	4:50	4:35
Safety Performance	Between Intersections	+41% more collisions	-25% fewer collisions
	At Intersections	+2% more collisions	-29% fewer collisions
Physical Impact	Between Intersections	91' total width	83' total width
	At Intersections	Average footprint	Increased footprint

Revised Concepts		Five Lane Signalized Concept (with increased access management)	Roundabout Concept (with loosened access management)
Operational Performance	Thru Traffic Delay	145 sec/veh	130 sec/veh
	Side Street Delay	230 sec/veh	110 sec/veh
	Average Travel Time	4:40	4:35
Safety Performance	Between Intersections	+26% more collisions	-10% fewer collisions
	At Intersections	+1% more collisions	-26% fewer collisions
Physical Impact	Between Intersections	91' total width	83' total width
	At Intersections	Average footprint	Increased footprint

Important to get information to businesses on Columbia Avenue to better understand the project.

Next step: Schedule a Special Work Session, possibly August 1st or 15th.

Adjournment

Work Session adjourned @ 7:03 p.m.

Dr. Ken Moore, Mayor

Minutes prepared by: Linda Fulwider, Board Recording Secretary, City Administrator's Office - updated 10/24/2017 10:58 AM

**MINUTES OF THE REGULAR MEETING
BOARD OF MAYOR AND ALDERMEN
FRANKLIN, TENNESSEE
CITY HALL BOARDROOM
TUESDAY, JULY 11, 2017 – 7:00 P.M.**

Board Members

Mayor Ken Moore	P		
Vice Mayor Pearl Bransford	P	Alderman Dana McLendon	P
Alderman Clyde Barnhill	P	Alderman Margaret Martin	P
Alderman Brandy Blanton	P	Alderman Ann Petersen	P
Alderman Beverly Burger	P	Alderman Michael Skinner	P

Department Directors/Staff

Eric Stuckey, City Administrator	P	Becky Caldwell, SES Director	
Vernon Gerth, ACA Community/Economic Dev.	P	Lisa Clayton, Parks Director	
Mark Hilty, ACA Public Works	P	Michelle Hatcher, Water Management Director	P
Kristine Tallent, ACA/CFO	P	Paul Holzen, Engineering Director	
Shauna Billingsley, City Attorney	P	Emily Hunter, Planning/Sustainability Director	P
Deb Faulkner, Police Chief		Kevin Townsel, HR Director	
Rocky Garzarek, Fire Chief		Joe York, Streets Director	P
Jordan Shaw, IT Director		Lanaii Benne, Assistant City Recorder	P
Chris Bridgewater, BNS Director		Linda Fulwider, Board Recording Secretary	P

CALL TO ORDER

Mayor Ken Moore called the July 11, 2017, BOMA meeting to order at 7:20 p.m.

INVOCATION

The invocation was given Alderman Clyde Barnhill.

PLEDGE OF ALLEGIANCE

Mayor Ken Moore led the Pledge of Allegiance to the Flag of the United States of America.

CITIZEN COMMENTS

(Open for Franklin citizens to be heard on items not included on this Agenda. As provided by law, the Board of Mayor and Aldermen shall make no decisions or consideration of action of citizen comments, except to refer the matter to the City Administrator for administrative consideration, or to schedule the matter for Board consideration at a later date. Those citizens addressing the Board of Mayor and Aldermen are requested to come to the microphone and identify themselves by name and address for the official record)

No one came forward to speak.

COMMUNICATIONS: WILLIAMSON COUNTY MAYOR/WILLIAMSON COUNTY COMMISSION

None present

APPROVAL OF MINUTES

- 1. 17-0598** *The June 27, 2017 Work Session and June 27, 2017 Board of Mayor and Aldermen were not ready and will be on the August 8, 2017 BOMA meeting agenda.*

RECOGNITIONS

None

MISCELLANEOUS REPORTS

None

CONSENT AGENDA

2. 17-0599 All items under the Consent Agenda are deemed non-controversial and routine in nature by the governing body. They will be approved as recommended by Committee or staff by one motion of the governing body. The items on the Consent Agenda will not be discussed. Any member of the governing body desiring to discuss an item on the Consent Agenda may request that it be removed from the Consent Agenda and be placed on the Regular Agenda. It will then be considered at that time. Staff recommends that Item Numbers 15-30 be placed on the Consent Agenda.

Vice Mayor Bransford moved to approve Consent Agenda Items 15-30. Seconded by Alderman Barnhill. Motion carried unanimously.

OLD BUSINESS

3. 17-410 **PUBLIC HEARING: Consideration of ORDINANCE 2017-17, To Be Entitled: “An Ordinance To Rezone 19.11 Acres From Specific Development Variety SD-X (2.5, 40,536) District To Specific Development Variety SD-X (2.9, 40,536) District for the Property Located South of Moores Lane and East of Franklin Road, 574 Franklin Road & 580 Franklin Road (Branch Creek Crossing PUD Subdivision).”**

Brad Baumgartner, Senior Planner

[SECOND OF THREE READINGS]

**Amy Diaz-Barriga, Current Planning Supervisor
Emily Hunter, Planning & Sustainability Director**

Public Hearing

With no one coming forward to speak, Mayor Moore declared the Public Hearing closed

Mayor Moore reported this item was withdrawn by the applicant.

4. 17-0409 **PUBLIC HEARING: Consideration of RESOLUTION 2017-30, To Be Entitled: “Resolution Approving a Revised Development Plan for Branch Creek Crossing PUD Subdivision for the Property Located South of Moores Lane and East of Franklin Road, 574 Franklin Road & 580 Franklin Road.”**

Brad Baumgartner, Senior Planner

**Amy Diaz-Barriga, Current Planning Supervisor
Emily Hunter, Planning & Sustainability Director**

Public Hearing

With no one coming forward to speak, Mayor Moore declared the Public Hearing closed

This item was withdrawn by the applicant.

5. 17-0442 **PUBLIC HEARING: Consideration of ORDINANCE 2017-12, To Be Entitled: “An Ordinance to Amend Chapters 2 and 3 of The Zoning Ordinance of the City of Franklin, Tennessee, To Modify the Height Overlay District (HTO) Standards and Location.”**

Andrew Orr, Principal Planner

[SECOND OF THREE READINGS]

**Kelly Dannenfelser, Long Range Planning Supervisor
Emily Hunter, Planning & Sustainability Director**

Andrew Orr noted this item is in compliance with Envision Franklin. The FMPC and staff recommend approval.

Public Hearing

With no one coming forward to speak, Mayor Moore declared the Public Hearing closed

Alderman Barnhill moved to approve Ordinance 2017-12. Seconded by Alderman Burger.

Alderman Burger commented this about elevation versus number of stories.

Mr. Orr said the story limit is 12 as it is now, regardless of elevation. Anything above six stories would automatically trigger review by the FMPC. Buildings exceeding six stories would be required to submit a view-shed analysis that includes three-dimensional imagery of the project and the surrounding parcels to understand how the building will impact the nearby buildings and natural environment.

Motion to approve Ordinance 2017-12 carried unanimously on Second of Three Readings.

NEW BUSINESS

6. 17-0608 **Consideration of a Professional Services Agreement (COF Contract No. 2017-0171) with Volkert, Inc. for the Final Design of the Franklin ITS Extension Project (TDOT PIN 116144.00) in an Amount Not-to-Exceed \$71,500.00.**

Paul Holzen, Engineering Director

Alderman Blanton moved to approve COF Contract 2017-0171 with Volkert. Seconded by Alderman Petersen. Motion carried unanimously.

7. 17-0569 **Consideration of an Interlocal Agreement with Williamson County Government to Redistribute the Half of the One-Half Percent Sales Tax Increase That is Not Allocated for Schools. (COF Contract No. 2017-0145).**

Eric Stuckey, City Administrator

This item is for BOMA to enter into an Interlocal Agreement with Williamson County Government for three fiscal years, should a referendum result in the increase of the local option sales tax rate from 2.25% to 2.75%.

Alderman Martin moved to approve Interlocal Agreement with Williamson County Government. Seconded by Alderman Blanton. Motion carried unanimously.

8. 17-0436 **Consideration of Bids Received for Municipal Solid Waste Transport Services and, Optionally, Municipal Solid Waste Transfer Station Operation Services, for the City's Municipal Solid Waste Stream that is Processed at the City's Solid Waste Transfer Station, for the Sanitation and Environmental Services Department (Purchasing Office Procurement Solicitation No. 2017-008)**

Mark Hilty, ACA Public Works

Becky Caldwell, SES Director

Vice Mayor Bransford moved to defer this item to the October 10, 2017 meeting. Seconded by Alderman McLendon. Motion carried unanimously.

9. 17-0437 **Consider Recommendation to Reject All Bids for Municipal Solid Waste Sanitary Landfill Disposal Services, for the Sanitation and Environmental Services Department (Purchasing Office Procurement Solicitation No. 2017-009)**

Mark Hilty, ACA Public Works

Becky Caldwell, SES Director

Alderman Burger moved to Reject All Bids for Municipal Solid Waste Landfill Disposal Services. Seconded by Alderman Barnhill. Motion carried unanimously.

10. 17-0611 **Consideration of RESOLUTION 2017-52, a Resolution Authorizing and Providing for the Financing of the Construction of a Wastewater Facilities Project, Including Authorizing the Execution of Application, Contractual Agreements, and Other Necessary Documents, and Making Certain Representations, Certifications, and Pledges of Certain Revenue in Connection with Such Financing for the Water Reclamation Facility Upgrades and Expansion Project with the State Revolving Fund (COF Contract 2017-0174)**

Alderman Blanton moved to approve Resolution 2017-52. Seconded by Alderman Skinner. Motion carried unanimously.

11. 17-0548 **Acknowledgement of Receipt of RESOLUTION 2017-35, To Be Entitled: “A Resolution by the Franklin Municipal Planning Commission to Adopt a Plan Amendment to Envision Franklin for Properties Located in Downtown Franklin Along the Harpeth Riverfront.”**

FYI only. Receipt of FMPC Resolution 2017-35 acknowledged by the Board.

12. 17-0604 **Acknowledgment of Receipt of State Form CT-0253 for the \$23,120,000 Series 2017 General Obligation Public Improvement Bonds.**

**Eric Stuckey, City Administrator
Kristine Tallent, ACA/CFO**

FYI only. Acknowledged receipt of State Form CT-0253.

13. 17-0592 **Consideration of Amendment No. 1 (COF Contract No. 2011-0076) to the Professional Services Agreement with Smith Seckman Reid, Inc. for the Mack Hatcher Parkway Extension Water & Sanitary Sewer Relocations Project for an Amount Not-to-Exceed \$35,400.00.**

Vice Mayor Bransford moved to approve Amendment No. 1 to COF Contract 2011-0076 with Smith Seckman Reid. Seconded by Alderman Skinner. Motion carried 7-0 with Alderman Martin recused.

14. 17-0595 **Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2013-0128) with Smith Seckman Reid, Inc. for the Hunters Bend Elementary Safe Routes to School Project (TDOT PIN 118151.00) for a Cost Increase Not-to-Exceed \$57,928.44.**

Paul Holzen, Engineering Director

Alderman Barnhill moved to approve Amendment No. 1 to COF Contract 2013-0128 with Smith Seckman Reid. Seconded by Alderman Blanton. Motion carried 7-0 with Alderman Martin recused.

CONSENT AGENDA

15. 17-0556 **Consideration of Resolution 2017-48/Ordinance 2017-32, To Be Entitled: A Resolution and Ordinance to Annex Part of 4360 Long Lane, Parcel 180.01, Consisting of 15.3 Acres, Located South of Carothers Parkway and North of Long Lane.” Establishing a Public Hearing of August 8, 2017.**

[FIRST OF THREE READINGS]

**Emily Hunter, Planning & Sustainability Director
Amy Diaz-Barriga, Planning Supervisor
Brad Baumgartner, Senior Planner**

Resolution 2017-48/Ordinance 2017-32 approved unanimously on First of Three Readings.

16. 17-0552 **Consideration of ORDINANCE 2017-27, To Be Entitled, “An Ordinance to Rezone 2.29 Acres From Detached Residential 2 (R-2) To Specific Development District – SD-R 1.71 District and Zone 15.3 Acres Specific Development – District 1.71, Conventional Development Standard Overlay, Goose Creek Character Area (GCCO-6) Overlay, for the Properties Located East of Carothers Parkway and North of Long Lane, 4360 Long Lane, Moss Property PUD Subdivision.” Establishing a Public Hearing on August 8, 2017.**
 Emily Hunter, Planning & Sustainability Director
 [FIRST OF THREE READINGS] Amy Diaz-Barriga, Planning Supervisor
 Brad Baumgartner, Senior Planner
Ordinance 2017-27 approved unanimously on First of Three Readings.
17. 17-0493 **Consideration of ORDINANCE 2017-05, To Be Entitled: “An Ordinance to Amend Title 4 of the City of Franklin Municipal Code To Remove the City’s Occupational Safety and Health Program Plan From the Municipal Code and Adopt it by Reference.**
 [SECOND AND FINAL READING] Kevin Townsel, HR Director
Ordinance 2017-05 approved unanimously on Second and Final Reading
18. 17-0496 **Consideration of RESOLUTION 2017-40 To Be Entitled: “A Resolution of the City of Franklin, Tennessee Relating to ICMA Regarding Participation for Designated Employees of the City.**
 Kevin Townsel, HR Director
Resolution 2017-40 approved unanimously.
19. 17-0511 **Consideration of ORDINANCE 2017-30, An Ordinance to Adopt Updates to the Franklin Municipal Code Title 18 Water and Sewer Billing Procedures.**
 [SECOND AND FINAL READING] Kristine Tallent, ACA/CFO
 Lawrence Sullivan, Assistant City Recorder/Revenue
Ordinance 2017-30 approved unanimously on Second and Final Reading
20. 17-0512 **Consideration of ORDINANCE 2017-31, An Ordinance to Adopt Updates to the Franklin Municipal Code Title 23 Stormwater Management’s Billing Procedures.**
 [SECOND AND FINAL READING] Kristine Tallent, ACA/CFO
 Lawrence Sullivan, Assistant City Recorder/Revenue
Ordinance 2017-31 approved unanimously on Second and Final Reading
21. 17-0573 **Consideration of ORDINANCE 2017-29, an Ordinance to Create Title 2, Chapter 6 of the City of Franklin Municipal Code Relating to the Creation of the Franklin Public Art Commission.**
 [FIRST OF TWO READINGS] Vernon Gerth, ACA Community & Economic Dev.
 Monique McCullough, Public Outreach Specialist
Ordinance 2017-29 approved unanimously on First of Two Readings
22. 17-0574 **Consideration of RESOLUTION 2017-44, A Resolution Adopting a Policy for the Use, Maintenance, and Retention of Security Video Cameras on City-Owned Properties.**
 Fred Banner, IT Director
 Kristen Corn, Assistant City Attorney
Resolution 2017-44 approved unanimously
23. 17-0575 **Consideration of RESOLUTION 2017-05, A Resolution to Amend the City of Franklin Records Retention Policy Relative to Social Media and Security Video Camera Records.**
 Shauna Billingsley, City Attorney
 Kristen Corn, Assistant City Attorney
Resolution 2017-05 approved unanimously

24. 17-0589 **Consideration of Amendment No. 2 to the Professional Services Agreement, COF Contract No. 2014-0209, with CT Consultants, Inc. (Formerly EG&G, Inc.) for the Preparation of Final Plans and Specifications for the Franklin Road Corridor Improvements (Streetscape) Project, from the Harpeth River Bridge to Harpeth Industrial Court, at a cost INCREASE Not-to-Exceed \$65,590.00.**

Approved unanimously

25. 17-0590 **Consideration of RESOLUTION 2017-19, “A Resolution to Approve the Preliminary Design of the Jordan Branch Stream Restoration Project and Authorize Staff to Complete Right-of-Way Acquisition, Final Design and Construction.”**

Resolution 2017-19 approved unanimously

26. 17-0593 **Consideration of Amendment No. 4 (COF Contract No. 2011-0190) to the TDOT Contract No. 050013, PIN 105717 for Widening of SR-6 (Franklin Road) from just South of SR-441 (Moores Lane) to SR-253 (Concord Road).**

Approved unanimously

27. 17-0594 **Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2015-0186) with Civil & Environmental Consultants, Inc. for the Harpeth River Bank Stabilization at the Franklin Water Reclamation Facility at a Cost Increase Not-to-Exceed \$40,000.00.**

Paul Holzen, Engineering Director

Approved unanimously

28. 17-0596 **Consideration of a Request for Water Availability for 1381 Old Hillsboro Road (Map 037 Parcel 00400).**

Paul Holzen, Engineering Director

Approved unanimously

29. 17-0597 **Consideration of a Request for Water Availability for 637 Legends Crest Drive (Map 037B Parcel 00900).**

Paul Holzen, Engineering Director

Approved unanimously

ITEMS APPROVED ON BEHALF OF THE BOARD

30. 17-0219 **Acknowledge Report of Procurement Award To and Execution of Procurement Agreement with Smith Art Conservation of Long Beach, California in the lump-sum amounts of \$14,100 for Grant supported Restoration Work and \$5,000 for 100% Locally Funded Restoration Work for Burial Marker Restoration Services at City Cemetery for the Parks Department (Purchasing Office Procurement Solicitation No. 2017-010; Grant Supported Restoration Work to be budgeted in FY2018; for 100% Locally Funded Restoration Work, \$5,000.00 budgeted in 110-83652-44700 for Fiscal Year 2017; Contract No. 2017-0098).**

Lisa Clayton, Parks Director

Approved unanimously

EXECUTIVE SESSION

Consideration of Motion to Enter Executive Session for Purpose of Reviewing Various Matter of Pending Litigation.

Shauna Billingsley, City Attorney

Alderman Burger moved to enter Executive Session. Seconded by Alderman Barnhill. Motion carried unanimously. (7:33 p.m.)

RETURN FROM EXECUTIVE SESSION

Consideration of Matters from Executive Session

(Returned 8:08 p.m.)

Dr. Ken Moore, Mayor

Alderman McLendon moved that the City of Franklin versus James Arthur Adams case be settled for a total of \$375,000, which is \$90,000 more than initially deposited for this Hillsboro Road Condemnation. Seconded by Alderman Barnhill. Motion carried unanimously.

ADJOURN

Alderman Burger moved to adjourn. Seconded by Alderman McLendon. Motion carried unanimously.

Meeting adjourned @ 8:11 p.m.

Dr. Ken Moore, Mayor

Minutes prepared by: Linda Fulwider, Board Recording Secretary, City Administrator's Office—Updated: 10/24/2017 10:57 AM

**MINUTES OF THE SPECIAL WORK SESSION
BOARD OF MAYOR AND ALDERMEN
FRANKLIN, TENNESSEE
CITY HALL BOARDROOM
WEDNESDAY JULY 12, 2017 – 5:00 P.M.**

Board Members

Mayor Ken Moore	P		
Vice Mayor Pearl Bransford	P	Alderman Dana McLendon	P
Alderman Clyde Barnhill	P	Alderman Margaret Martin	P
Alderman Brandy Blanton	P	Alderman Ann Petersen	P
Alderman Beverly Burger		Alderman Michael Skinner	P

Department Directors/Staff

Eric Stuckey, City Administrator	P	Emily Hunter, Planning/Sustainability Dir.	P
Vernon Gerth, ACA Community & Economic Dev.	P	Kelly Dannenfelser, Principal Planner	P
Mark Hilty, ACA Public Works	P	Lanaii Benne, Assistant City Recorder	P
Lisa Clayton, Parks Director	P	Linda Fulwider, Board Recording Secretary	P
Paul Holzen, Engineering Director	P		

Call to Order

Dr. Ken Moore, Mayor, called the Special Work Session to order at 5:00 p.m.

Mayor Moore announced each presenter would have 15 minutes; Board response up to 15 minutes; and, each speaker 1 minute. Presentations taken in alphabetical order.

SPECIAL WORK SESSION DISCUSSION ITEM

1. **17-0190 Continued Discussion of Letters of Interest for City-owned Property Located along the Harpeth River, by Mack Hatcher Parkway and Spencer Creek.**

**Emily Hunter, Planning & Sustainability Director
Kelly Dannenfelser, Principal Planner**

CHEEKWOOD GOLF CLUB

J. Todd Jester, Cheekwood Golf Club Owner and Golf Course Architect made the presentation. The City property is adjacent to his property. A video was shown touting the merits of the golf course: more than a golf course, it is active recreational activity. They cater to youth and senior citizen programs.

Power Point Presentation:

Environmental Partner

- Water Management Area Proposed to Increase by +/-60%
- Infiltration Trench
- Use of wastewater and Solid Sludge

Fitness & Wellness

- Successful Aging, Wellness agenda
- Exercise Programs
- Flexibility and posture curriculums
- Youth camps and clinics

Economic Impact

- National and Regional Impact
- Special Lifetime Events
- Corporate Retreats
- Celebrity Tournaments
- Local Charity Events

Connectivity

- Greenways
- Trail Head Hub
- Trail Head Kiosk
- Possible Connection to Harlinsdale
- Partner with Friends of Franklin Parks and other organizations to do greenways, trails etc.
- Connect Harlinsdale with Williamson County Recreation Complex

Population Growth

- Something for Everybody
- 10-Year Population Projections show the senior population is expected to increase by 50%.

Comments:

- Mr. Jester: Would move their maintenance building, etc. out of the residential area. Willing to pay for the land. Not looking for tax benefits. Copy of the presentation, letters of support, personal statements, and a petition submitted for the record.
- Greg Gamble: Financing in place.

Questions:

- Willing to share a portion of the property with one of the other entities that have applied?
- Intent to build residential homes on the property?
- How soon would the course be up and running?

DISCOVERY CENTER AT SPENCER CREEK (Engaging curious minds to fuel the future)

Tara MacDougall, President and CEO, along with her colleagues showed a short video that was followed by a PowerPoint presentation. An event held at the Murfreesboro facility last year was featured.

- Hands-On Environmental Education
- Murfree Spring Partners
 - Murfreesboro City Schools
 - City of Murfreesboro, Tennessee
 - Murfreesboro Parks & Recreation
- 501(c)3 Non-Profit

Discovery Center at Spencer Creek

- 5 acres used for building and parking lot – 45,000 sq. ft. building
- 49 acres conserved as floodplain and outdoor learning spaces
- Access to
 - Harpeth River
 - Harlinsdale farm
 - First United Methodist Church
- Treehouse Playground
- Outdoor Classrooms in conjunction with Harpeth River
- Permanent exhibit galleries
- Temporary exhibit gallery
- Program rooms
- Appealing space for group rentals, weddings, birthday parties
- Science theater
- Community gathering space
- Connection to trails

Quality of Life

- Family Centered Exploration
- Learn & Play Together
- Access for Everyone

Bridging Formal and Informal Education

- 95% Solution
- A Resource for Teachers
- Youth Development
- Teen Programs
- Special Needs Council

Attendance & Impact

- 22,627 students served
- 2,000 field study scholarships for free and reduced lunch students

- 91/95 TN Counties visited
- 43/50 states visited
- 8,000 cultural event attendees
- 1,830 active member families, including 300 free
- 1,664 campers

Meetings & Partners

- | | |
|--|-------------------------------------|
| • Franklin First United Methodist Church | • Franklin Parks |
| • High Hopes | • COF Stormwater & Water Management |
| • Waves | • Jackson National Life Insurance |
| • Columbia State Community College | • Nissan |
| • Williamson County Schools | • Franklin Synergy |
| • Franklin Special School District | • Lipscomb University |
| • Williamson, Inc. | • Battle Ground Academy |

Public & Private Partnerships

- Grass Roots Community Building
- Statewide Partnerships
- National Partnerships
- Catalyst for Building Community

Traffic Impact

“Based on my observation, the traffic generated by the Discovery Center is during non-peak hours and as such has minimal impact on the adjacent roadways in Murfreesboro.” Ram Balachandran, P.E., PTOE, Assistant Director/City Traffic Engineer, City of Murfreesboro.

Economic Impact

- Museums contribute \$21 billion
- They return over five times as much in local state, and federal tax revenue
- 76% of all US leisure travelers visit cultural institutions, including museums
- Connecting Curiosity to Careers
- Tourism Destination

A young lady with the group told of her experiences at the Discovery Center and her participation in a youth program.

Comments/Questions:

- Two other cities are being considered in addition to Franklin. One is Clarksville.
- Investment in preliminary budget is \$27M-\$28M. An endowment for the future. Working with architects; ready to do drawings. Building would blend in with the farmhouse/Harlinsdale look.
- Willing to incorporate other activities for older youth and adults.
- Willing to share space with the golf course or housing project. They are flexible with the floodplain area.
- Admission is \$8 age 3 and up. Also, family admissions and annual membership @ \$65. There is a program sponsored by Nissan for families in need. Currently have 150 Williamson County members.
- If approved would hope to secure funding and open in 2-3 years.
- They would be willing to consider a monetary or other kind of donation to the Methodist Church because of the access off Mack Hatcher that the church paid for.

THE HAMLET AT SPENCER CREEK (The COF Housing Commission)

- Mary Ann Dotson, Housing Commission member and 31-year Franklin resident, spoke of the need for lower-priced housing that would allow the younger generation who grew up in Franklin to move back and be a part of the community. The Housing Commission has no independent resources of its own. Housing is needed for service workers and lower-income workers, and those who work in Franklin but cannot afford to live in Franklin. It would reduce the traffic coming into the community and provide the opportunity for those people to become a part of the community.
- John Besser, Chairman of the Housing Commission, need to take a stand to provide housing at lower prices for people starting out to have the privilege of home ownership. A small area out of the floodplain would allow 14 homes, another part of the property would require fill to build 50 homes. Maps were displayed. The vision is long-term. If \$42 per month per house were accumulated, additional housing in that price range could be available. The Hamlet proposes

greenways between the streets. Gives an opportunity to provide a model for other builders to lead the way for affordable housing. A detailed proposal and site maps were provided.

Comments/Questions:

- The Housing Commission would be happy to work with the Methodist Church in any way. That congregation is involved in affordable housing across the City.
- Willing to share the property with the golf course or the Discovery Center.
- Price points \$225,000 to \$300,000, hopefully at the low end of the range. Homes with square footage up to 1,800 sq.ft. or so. People already working in Franklin would have a stake in staying here. Unknown if could legally cap the price.
- Under 8c and 8d in the proposal, asks the city to waive a lot of fees and have the City build infrastructure. How do you build affordable housing and have it remain affordable? These are leased. Some of the value will vanish. That problem has been looked at by several other cities. No answer, but they would work to find an answer.
- Need a clearer proposal on how to prevent homes from pricing out in a few years.
- Look at what could happen with cut and fill: could double the size to 12 acres total.

Citizen Comments:

- Preston MacDougall, 3819 Oakleaf Drive, Murfreesboro, TN 37130: Support for Discovery Center from the Tennessee Jr. Academy of Science
- Deborah Allen-Hicks, 104 Broadley Court: Were told there would be no houses built behind the neighborhood. Tonight that was presented as two elements together.
- Terry Jackson, 820 West Benjared, Assistant Manager Cheekwood: Public golf clubs are going away. Only two in County now. Supports Cheekwood.
- Owen Jones, 105 Monticello Road, Franklin: President of Monticello HOA. Protect traffic flow, livability, and property value. Guard those who live here.
- Raymond Hicks, 104 Broadley Court: Signed petition for golf course. Does not support additional residential behind their home.
- Jeff Dykes, 108 Broadley Court, Franklin: 99-year lease with Cheekwood. Doesn't support potential development.
- Chet Foster, 215 Cheekwood Court, Franklin: Cheekwood is a good neighbor.
- Phil Martens, 1339 Buckingham, Franklin: The Cheekwood senior league members made him feel comfortable when he moved here.
- Kim Brogli, 7213 Wildings Boulevard, College Grove, TN 37046: Supports the Discovery Center. Huge attraction for residents and business.
- Stephen Forrester, 2361 Rocky Fork, Nolensville, TN: Discovery Center is an important place for you people with hands-on exhibits.
- Roger Hodges, 300 Shingle Way, Franklin, Prairie Life Fitness: They have teamed with Cheekwood and support the expansion of the golf course.
- Nancy Adlington, 408 Chamberlain Park Lane, Franklin: The youth and senior activities are of great benefit. Supports expansion of Cheekwood.
- Robert Keller, 2619 Danboly Circle, Spring Hill, TN: Significant opportunities for senior citizens at Cheekwood in addition to golf. Supports Cheekwood expansion.
- David Lawbaugh, 206 Revere Lane, VP of Monticello HOA: Concerned with traffic flow and asked if the City would consider using the City-owned tract of land off Peytonsville Road for the Discovery Center. Better access off I-65.



Alderman Petersen left the meeting @ 6:55 p.m.

- Patrick Baggett, 619 Finnhorse Lane, Franklin: Talked of the importance of public golf clubs and the nine values of golf.
- Meredith Futhey, 5112 Regent Drive, Nashville, TN: Banker here to provide references for the Cheekwood executives.
- Kevin Connelly, 926 Woodland Street, #209, Nashville, TN: TGA of South Nashville whose mission is to bring "country club sports" such as golf available to the entire

community. Runs summer camps and clinics at Cheekwood. Cheekwood expansion would benefit the club and the community as a whole.

- Spiro Dellos, 1000 St. Michael's Court: Golfs at Cheekwood and there are two golfers in their 90s and both WWII veterans who golf there as well. From 90 down to 5 years old people can go to this affordable club.
- Bob Ries, 5500 Nevil Pointe, Brentwood: Franklin is a unique community with an opportunity to have a course designed by someone nationally known and will replicate some features of famous golf courses.

Other Business

None

Adjournment

Work Session adjourned @ 7:00 p.m.

Dr. Ken Moore, Mayor

Minutes prepared by: Linda Fulwider, Board Recording Secretary, City Administrator's Office - updated 10/24/2017 11:00 AM

Anita Hendrix, Agent

112 N. Royal Oaks Blvd
Franklin, TN 37067-3063
Bus 615 790 3083
anita@anitahendrix.com



Providing Insurance and
Financial Services

Eric Stuckey

City Administrator

Franklin, Tenn. Government

Please ask the Board of Alderman to defer the 3rd and final vote of 199 Royal Oaks from August 22 to September 12 meeting.

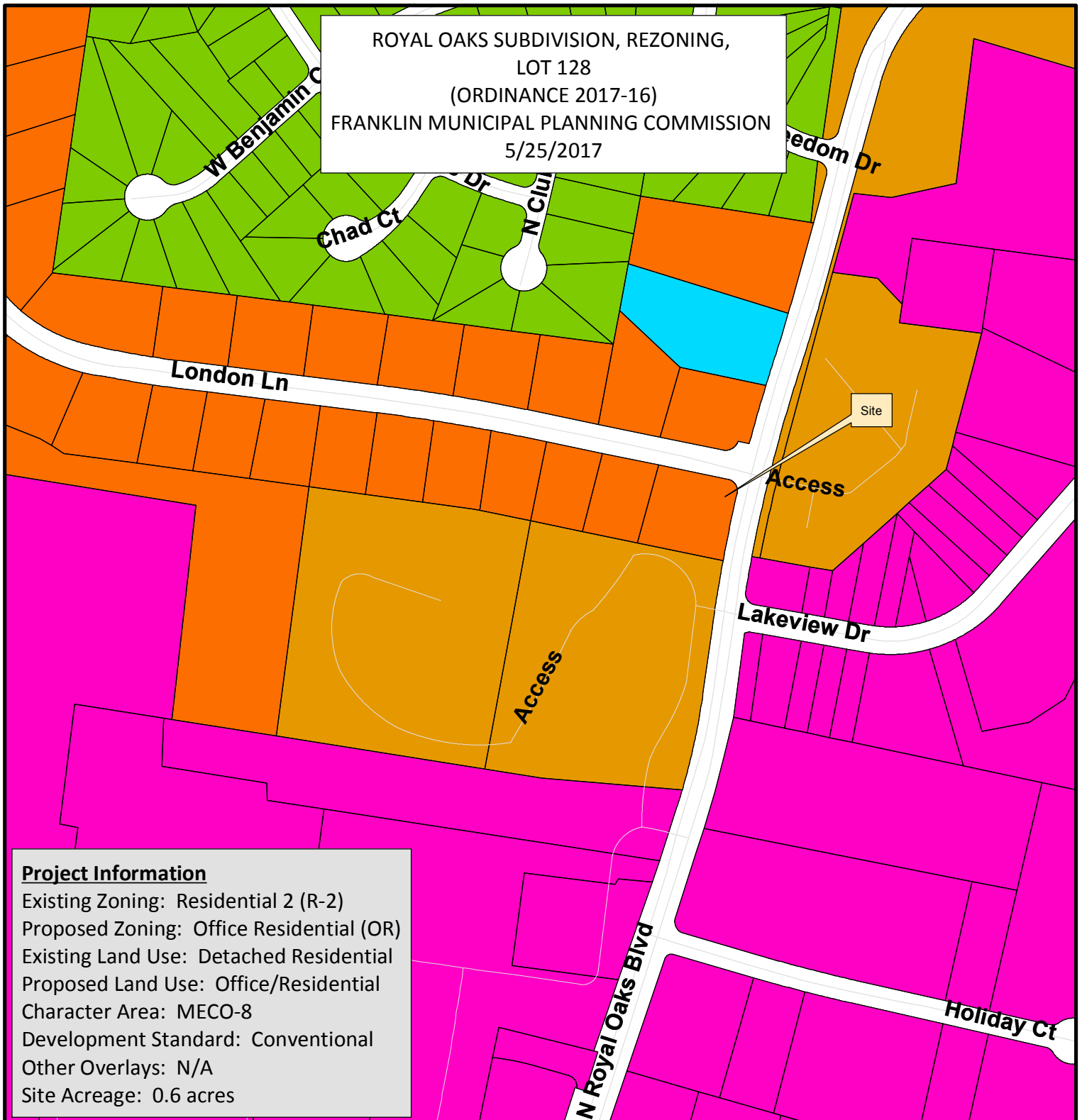
My daughter and grandchildren will be in town from out of state.

Thank you for this consideration

Sincerely,

Anita Hendrix

ROYAL OAKS SUBDIVISION, REZONING,
LOT 128
(ORDINANCE 2017-16)
FRANKLIN MUNICIPAL PLANNING COMMISSION
5/25/2017



Project Information

Existing Zoning: Residential 2 (R-2)
Proposed Zoning: Office Residential (OR)
Existing Land Use: Detached Residential
Proposed Land Use: Office/Residential
Character Area: MECO-8
Development Standard: Conventional
Other Overlays: N/A
Site Acreage: 0.6 acres

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



0 175 350 700
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.
All data and materials (c) copyright 2017. All rights reserved.

ORDINANCE 2017-16

TO BE ENTITLED: "AN ORDINANCE TO REZONE 0.6 ACRES FROM RESIDENTIAL -2 (R-2) DISTRICT TO OFFICE RESIDENTIAL (OR) DISTRICT FOR THE PROPERTY LOCATED NORTH OF MURFREESBORO ROAD AND SOUTH OF LONDON LANE, 199 NORTH ROYAL OAKS BOULEVARD."

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

WHEREAS, the Office-Residential (OR) district provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

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

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of Residential -2 District to Office Residential District:

PREMISES CONSIDERED	
Map-Parcel	Acres
079G---02700	0.6
Total	0.6

Land in Williamson County, Tennessee BEING Lot No. 281 on the Plan of Royal Oaks, Section 1, as of record in Plat Book 3, page 49, ROWC, Tennessee, more particularly described as:

Commencing at the southeasterly point of lot 281 that adjoins the North Royal Oaks Boulevard right-of-way, thence running N 89 deg. 22' 40" W 165.23 ft; N 7 deg. 31' 55" W thence 175 feet along the boundary of lot 282; thence S 85 deg. 46' 42" E 88.28 feet along the London Lane right-of-way; thence S 87 deg. 56' 4" E 31.20 feet along the London Lane right-of-way; thence a curve $\Delta=97$ deg. 58' 40", T=28.96 L=46.07, R=30.00; thence S 2 deg. 11' 0" W 74.34 feet along the North Royal Oaks right-of-way; thence S 0 deg. 6' 53" W 57.13 feet to the point of beginning containing 0.60 acres more or less.

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

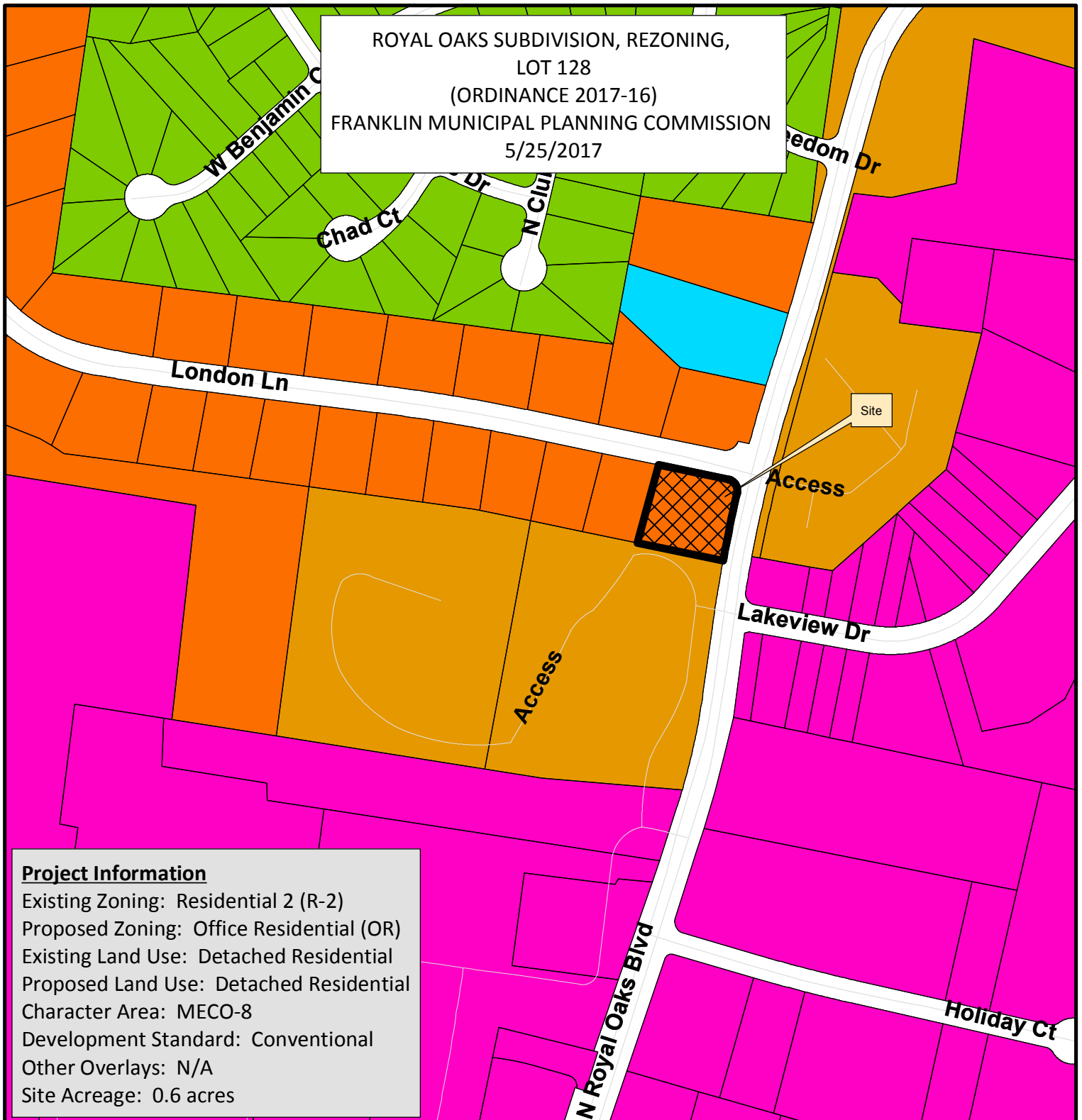
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

ROYAL OAKS SUBDIVISION, REZONING,
LOT 128
(ORDINANCE 2017-16)
FRANKLIN MUNICIPAL PLANNING COMMISSION
5/25/2017



Project Information

Existing Zoning: Residential 2 (R-2)
Proposed Zoning: Office Residential (OR)
Existing Land Use: Detached Residential
Proposed Land Use: Detached Residential
Character Area: MECO-8
Development Standard: Conventional
Other Overlays: N/A
Site Acreage: 0.6 acres

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



0 175 350 700
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.
All data and materials (c) copyright 2017. All rights reserved.

STATEMENT OF IMPACTS

Traffic - The proposed property currently serves as a one single family home. Converting the existing structure to an office would result in one to two additional peak hour trips on North Royal Oaks Blvd, which is a Major Arterial.

Water and Sewer Impacts - The property is located in an area served by City of Franklin Water and Sewer. Converting the existing home into an office would result in a net decrease in water/sewer usage from 350 gpd to 250 gpd.

Drainage - Currently, the property drains toward a ditch in N. Royal Oaks. The drainage pattern of the property will not change with this rezoning. Any potential work that would add new impervious areas would have to be evaluated and meet City of Franklin requirements for stormwater detention and water quality.

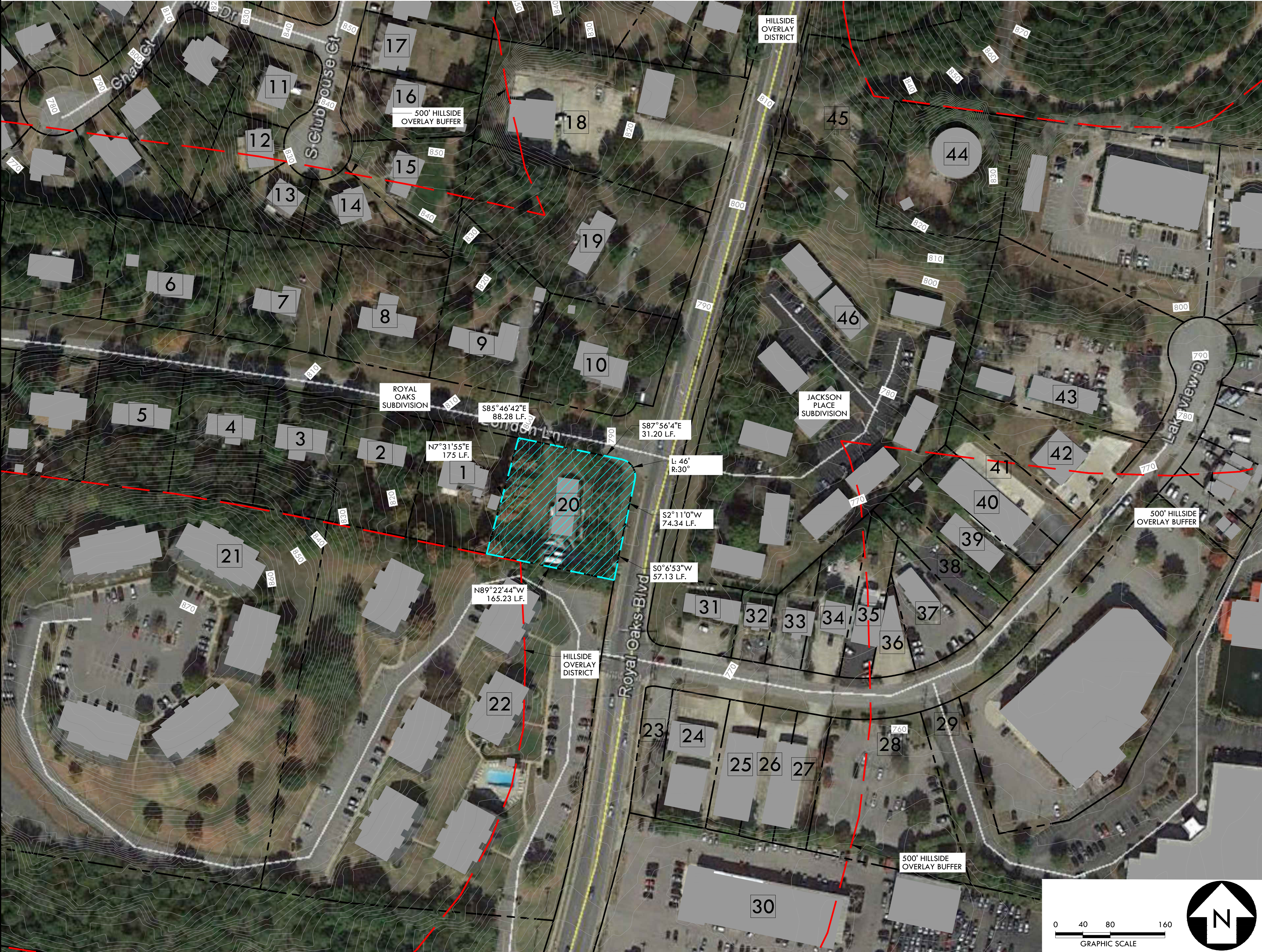
Reclaimed Water - Reclaimed water is not available at this site.

SITE DATA

ADDRESS: 199 N ROYAL OAKS BLVD, FRANKLIN, TENNESSEE 37067
CITY: FRANKLIN, TENNESSEE
STATE: TENNESSEE
CIVIL DISTRICT: 9TH
MAP, GROUP AND PARCEL NUMBERS: WILLIAMSON CO. TAX MAP 79, 02700
EXISTING ZONING: R-2 (RESIDENTIAL DISTRICT) C/O
PROPOSED ZONING: (OFFICE RESIDENTIAL DISTRICT) ME-CO-8
CHARACTER AREA OVERLAY: CONVENTIONAL
APPLICABLE DEVELOPMENT STANDARD: 0.60 ACRES
ACREAGE OF SITE: MINERAL RIGHTS RIGHTS RETAINED BY OWNER

DEVELOPMENT SUMMARY

PLAN PREPARATION DATE: MAY 4, 2017
CIVIL ENGINEER: CRUNK ENGINEERING LLC
1894 GEN. GEORGE PATTON DR.
SUITE 600
FRANKLIN, TN
615-873-1795
CONTACT: ADAM CRUNK, PE
adom@crunkeng.com
OWNER: ANITA HENDRIX
1300 CHARING CROSS CIR
FRANKLIN, TN 37064
anita@anitahendrix.com
(615) 790-3083
VERNON WELLS
462 KINHAWK DR.
NASHVILLE, TN 37211
vernon.wells@statefarm.com
(615) 833-6333



ID	PRCLID	DEED / PLAT	LAND USE	OWNER	ZONING	ADDRESS
1	0796 A 02500	DB 1285 DP 365, PB 3 PP 49	RESIDENTIAL	MITCHELL JAMES & STOF ANNE MARIE	R-2	228 LONDON LN
2	0796 A 02500	DB 5716 DP 125, PB 3 PP 49	RESIDENTIAL	BESS KYLE M & BESS BRENDA A	R-2	226 LONDON LN
3	0796 A 02400	DB 1088 DP 242, PB 3 PP 49	RESIDENTIAL	ANDREWS NEIL R & ANDREWS SUSAN E	R-2	224 LONDON LN
4	0796 A 02300	DB 6130 DP 835, PB 3 PP 49	RESIDENTIAL	COLEMAN REBECCA	R-2	222 LONDON LN
5	0796 A 02200	DB 3866 DP 252, PB 3 PP 49	RESIDENTIAL	GAMBLE SUSAN M	R-2	220 LONDON LN
6	0796 A 02300	DB - N/A, PB 3 PP 49	RESIDENTIAL	VON ILE GARY & VON ILE CAROLYN	R-2	217 LONDON LN
7	0796 A 03100	DB 3591 DP 112, PB 3 PP 49	RESIDENTIAL	STOKES ALAN DOUGLAS & STOKES KENDYL L	R-2	219 LONDON LN
8	0796 A 03000	DB - N/A, PB 3 PP 49	RESIDENTIAL	HERBERT MARY E	R-2	221 LONDON LN
9	0796 A 02900	DB 6292 DP 960, PB 3 PP 49	RESIDENTIAL	LAWRENCE SIMON & LAWRENCE AMANDA	R-2	223 LONDON LN
10	0796 A 02800	DB 3898 DP 304, PB 3 PP 49	RESIDENTIAL	MCKELVEY RAY ANTHONY SR & ADRIAN ROBYN C	R-2	225 LONDON LN
11	0796 A 02700	DB 8615 DP 74, PB 18 PP 106	RESIDENTIAL	VEACH ANTHONY R & VEACH DEBORAH	R-3	1005 CLUBHOUSE CT
12	0796 A 02600	DB 6361 DP 483, PB 18 PP 106	RESIDENTIAL	HSU MYRON	R-3	1004 CLUBHOUSE CT
13	0796 A 02500	DB 1487 DP 893, PB 18 PP 106	RESIDENTIAL	BELOGET PETE E & BELOGET JOY B	R-3	1003 CLUBHOUSE CT
14	0796 A 03000	DB 6784 DP 205, PB 18 PP 106	RESIDENTIAL	STRASSER NATHAN P & STRASSER SARAH W	R-3	1001 CLUBHOUSE CT
15	0796 A 03100	DB 6283 DP 471, PB 18 PP 106	RESIDENTIAL	MORY RICK & MORY RACHEL	R-3	1005 CLUBHOUSE CT
16	0796 A 03200	DB 1442 DP 176, PB 18 PP 106	RESIDENTIAL	PENDERGRAST RICHARD & PENDERGRAST NANCY LYNN	R-3	1009 CLUBHOUSE CT
17	0796 A 03300	DB 2383 DP 22, PB 18 PP 106	RESIDENTIAL	LOCKE CHARLES A & LOCKE NANCY A	R-3	1013 CLUBHOUSE CT
18	0796 A 02802	DB 2628 DP 325, PB 34 PP 69	RESIDENTIAL	THIGPEN LARRY D	R-2	213 N ROYAL OAKS BLVD
19	0796 A 02801	DB 4404 DP 895, PB 34 PP 69	RESIDENTIAL	SANDERS BRENT & SANDERS MAMIE	R-2	203 N ROYAL OAKS BLVD
20	0796 A 02700	DB 4493 DP 568, PB 3 PP 49	RESIDENTIAL	HENDRIX ANITA K & WELLS VERNON F JR	R-2	199 N ROYAL OAKS BLVD
21	0796 A 02500	N/A	811	ROYAL OAKS APTS OF FKLN PH2 LTD	SD-R	179 N ROYAL OAKS BLVD
22	0796 A 02500	N/A	811	ROYAL OAKS APTS OF FKLN	SD-R	179 N ROYAL OAKS BLVD
23	0796 A 03400	DB 892 DP 214, PB 6 PP 77	COMMERCIAL	PRATT HOUSTON	GC	150 N ROYAL OAKS BLVD
24	0796 A 03300	DB - N/A, PB 6 PP 77	COMMERCIAL	FRANKLIN INVESTOR GROUP INC	GC	1104 LAKEVIEW DR
25	0796 A 03200	DB - N/A, PB 6 PP 77	COMMERCIAL	FRANKLIN INVESTOR GROUP INC	GC	1108 LAKEVIEW DR
26	0796 A 03100	DB - N/A, PB 6 PP 77	COMMERCIAL	FRANKLIN INVESTOR GROUP INC	GC	1110 LAKEVIEW DR
27	0796 A 03000	DB - N/A, PB 6 PP 77	COMMERCIAL	FRANKLIN INVESTOR GROUP INC	GC	1112 LAKEVIEW DR
28	0796 A 02700	DB 2271 DP 670, PB 6 PP 77	COMMERCIAL	POPE FAMILY L P	GC	1118 LAKEVIEW DR
29	0796 A 02600	DB 876 DP 980, PB 6 PP 77	COMMERCIAL	HUGHES THOMAS H	GC	1214 LAKEVIEW DR
31	0796 A 02300	DB 6162 DP 871, PB 6 PP 77	COMMERCIAL	BRIGHT FUTURES PSYCHIATRY PLLC	GC	1107 LAKEVIEW DR
32	0796 A 02400	DB 5994 DP 292, PB 6 PP 77	COMMERCIAL	DAVES BARBER SHOP INC	GC	1109 LAKEVIEW DR
33	0796 A 02500	DB 6654 DP 272, PB 6 PP 77	COMMERCIAL	BLEDSOE WILLIAM	GC	1111 LAKEVIEW DR
34	0796 A 02600	DB 6610 DP 301, PB 6 PP 77	COMMERCIAL	SETTLES BASS DENTAL PRACTICE PLLC	GC	1113 LAKEVIEW DR
35	0796 A 02700	DB 6439 DP 363, PB 6 PP 77	COMMERCIAL	SAVEDRA MIGUEL ANGEL & SAVEDRA PATTY YVONNE	GC	1115 LAKEVIEW DR
36	0796 A 02800	DB 5486 DP 563, PB 6 PP 77	COMMERCIAL	HORTON ALDEN NED III	GC	1117 LAKEVIEW DR
37	0796 A 02900	DB 862 DP 265, PB 6 PP 77	COMMERCIAL	MARTIN J EMVETT	GC	1201 LAKEVIEW DR
38	0796 A 03000	DB 3370 DP 940, PB 6 PP 77	COMMERCIAL	THOMPSON INVESTMENTS LLC	GC	1207 LAKEVIEW DR
39	0796 A 03100	DB 3370 DP 940, PB 6 PP 77	COMMERCIAL	THOMPSON INVESTMENTS LLC	GC	1207 LAKEVIEW DR
40	0796 A 03200	DB 6419 DP 891, PB 6 PP 77	COMMERCIAL	NICKS JOE D	GC	1209 LAKEVIEW DR
41	0796 A 03300	DB 6419 DP 891, PB 6 PP 77	COMMERCIAL	NICKS JOE D	GC	1211 LAKEVIEW DR
42	0796 A 03400	DB 2341 DP 752, PB 6 PP 77	COMMERCIAL	BAGBY-WILLIS PARTNERSHIP	GC	1215 LAKEVIEW DR
43	0796 A 03500	DB 2078 DP 510, PB 6 PP 77	COMMERCIAL	BASS ROBERT & DEBRAY CHARLES	GC	1219 LAKEVIEW DR
44	0796 A 03600	N/A	CITY	CITY OF FRANKLIN	GC	N ROYAL OAKS BLVD
45	0796 A 03700	DB 4571 DP 111, PB - N/A	COMMERCIAL	TENNESSEE REAL EST INV	GC	289 N ROYAL OAKS BLVD
46	0796 A 03800	DB 5827 DP 894, PB 8 PP 7	RESIDENTIAL	ROGERS COURTNEYA	SD-R	200 N ROYAL OAKS BLVD BA-1
0796 A 03500	DB 3677 DP 210, PB 8 PP 7	RESIDENTIAL	RUSSELL SUSAN M	SD-R	200 N ROYAL OAKS BLVD BA-2	
0796 A 03500	DB 6170 DP 908, PB 8 PP 7	RESIDENTIAL	JAMES DHAN	SD-R	200 N ROYAL OAKS BLVD BA-3	
0796 A 03500	DB 5948 DP 32, PB 8 PP 7	RESIDENTIAL	CHANEY STEPHEN PATRICK	SD-R	200 N ROYAL OAKS BLVD BA-4	
0796 A 03500	DB 1240 DP 414, PB 8 PP 7	RESIDENTIAL	NEAL NANCY L & NEAL TERRY	SD-R	200 N ROYAL OAKS BLVD BA-5	
0796 A 03500	DB 6070 DP 288, PB 8 PP 7	RESIDENTIAL	LEE TAMARA D	SD-R	200 N ROYAL OAKS BLVD BA-6	
0796 A 03500	DB 966 DP 278, PB 8 PP 7	RESIDENTIAL	SIMMS CAROLYN T	SD-R	200 N ROYAL OAKS BLVD BA-7	
0796 A 03500	DB 4044 DP 895, PB 8 PP 7	RESIDENTIAL	NESTO STEPHANIE M	SD-R	200 N ROYAL OAKS BLVD BA-8	
0796 A 03500	DB 1220 DP 980, PB 8 PP 7	RESIDENTIAL	HIGHERS NEAL H PARTNERS	SD-R	200 N ROYAL OAKS BLVD BA-9	
0796 A 03500	DB 1811 DP 50, PB 8 PP 7	RESIDENTIAL	LAJALA APPLS LLC	SD-R	200 N ROYAL OAKS BLVD BA-10	
0796 A 03500	DB 6791 DP 749, PB 8 PP 7	RESIDENTIAL	CURTIS SUSAN J	SD-R	200 N ROYAL OAKS BLVD BA-11	
0796 A 03500	DB 6127 DP 90, PB 8 PP 7	RESIDENTIAL	CHATHAM TODD	SD-R	200 N ROYAL OAKS BLVD BA-12	
0796 A 03500	DB 6222 DP 476, PB 8 PP 7	RESIDENTIAL	LEAMAN ALEC DAVID & LEAMAN MARIAH MAE	SD-R	200 N ROYAL OAKS BLVD BA-13	
0796 A 03500	DB 6359 DP 273, PB 8 PP 7	RESIDENTIAL	DYAL LARRY & DYAL BRENDA	SD-R	200 N ROYAL OAKS BLVD BA-14	
0796 A 03500	DB - N/A, PB 8 PP 7	RESIDENTIAL	RINGER NANCY C & MANCOCK	SD-R	200 N ROYAL OAKS BLVD BA-15	
0796 A 03500	DB 5247 DP 557, PB 8 PP 7	RESIDENTIAL	SLISH CECILLE C & SLISH STEPHEN T	SD-R	200 N ROYAL OAKS BLVD BA-16	
0796 A 03500	DB 6238 DP 961, PB 8 PP 7	RESIDENTIAL	AWJ PARTNERS LLC	SD-R	200 N ROYAL OAKS BLVD BA-17	
0796 A 03500	DB 1459 DP 293, PB 8 PP 7	RESIDENTIAL	LAWRENCE GLENN L TR & LAWRENCE SHIRLEY H TR	SD-R	200 N ROYAL OAKS BLVD BA-18	
0796 A 03500	DB 3677 DP 407, PB 8 PP 7	RESIDENTIAL	LOPEZ ANGELINA R	SD-R	200 N ROYAL OAKS BLVD BA-19	
0796 A 03500	DB 5148 DP 315, PB 8 PP 7	RESIDENTIAL	EVANS BARBARA ALICE	SD-R	200 N ROYAL OAKS BLVD BA-20	
0796 A 03500	DB 3609 DP 628, PB 8 PP 7	RESIDENTIAL	HASSLER MICHAEL C	SD-R	200 N ROYAL OAKS BLVD BA-21	
0796 A 03500	DB 6353 DP 548, PB 8 PP 7	RESIDENTIAL	SONGER SUZIE E	SD-R	200 N ROYAL OAKS BLVD BA-22	
0796 A 03500	DB 5408 DP 315, PB 8 PP 7	RESIDENTIAL	MARSHALL MATTHEW H	SD-R	200 N ROYAL OAKS BLVD BA-23	
0796 A 03500	DB 2985 DP 406, PB 8 PP 7	RESIDENTIAL	STETI JENNIFER J	SD-R	200 N ROYAL OAKS BLVD BA-24	
0796 A 03500	DB 6200 DP 323, PB 8 PP 7	RESIDENTIAL	REYNOLDS KARYN M	SD-R	200 N ROYAL OAKS BLVD BA-25	
0796 A 03500	DB 1865 DP 616, PB 8 PP 7	RESIDENTIAL	BAIRD JAMES LEE & BAIRD SHAUNA ELIZABETH	SD-R	200 N ROYAL OAKS BLVD BA-26	
0796 A 03500	DB 5912 DP 314, PB 8 PP 7	RESIDENTIAL	LOMAS ZACHARY F & LOMAS BROOKE M	SD-R	200 N ROYAL OAKS BLVD BA-27	
0796 A 03500	DB 2673 DP 533, PB 8 PP 7	RESIDENTIAL	STELLMAN E ROBERT & FULLEMAN MARY F	SD-R	200 N ROYAL OAKS BLVD BA-28	
0796 A 03500	DB 6028 DP 969, PB 8 PP 7	RESIDENTIAL	STEVENS DWIGHT A	SD-R	200 N ROYAL OAKS BLVD BA-29	
0796 A 03500	DB 3952 DP 811, PB 8 PP 7	RESIDENTIAL	LITVACK SHARON	SD-R	200 N ROYAL OAKS BLVD BA-30	
0796 A 03500	DB 3657 DP 985, PB 8 PP 7	RESIDENTIAL	SHAH DAVID L & GREEN DANIEL R	SD-R	200 N ROYAL OAKS BLVD BA-31	
0796 A 03500	DB 1744 DP 430, PB 8 PP 7	RESIDENTIAL	LILLARD KENNY B	SD-R	200 N ROYAL OAKS BLVD BA-32	
0796 A 03500	DB 1513 DP 567, PB 8 PP 7	RESIDENTIAL	MURPHY MARY ELLEN	SD-R	200 N ROYAL OAKS BLVD BA-33	
0796 A 03500	DB 1457 DP 427, PB 8 PP 7	RESIDENTIAL	CHADWELL DEBRA	SD-R	200 N ROYAL OAKS BLVD BA-34	
0796 A 03500	DB 4542 DP 849, PB 8 PP 7	RESIDENTIAL	JOLLEY DENNIS E & JOLLEY DANIEL S	SD-R	200 N ROYAL OAKS BLVD BA-35	
0796 A 03500	DB 6353 DP 732, PB 8 PP 7	RESIDENTIAL	MAHNKE GAYLE LYNN	SD-R	200 N ROYAL OAKS BLVD BA-36	
0796 A 03500	DB 4527 DP 807, PB 8 PP 7	RESIDENTIAL	FUMARA JOSEPH B	SD-R	200 N ROYAL OAKS BLVD BA-37	
0796 A 03500	DB 2516 DP 408, PB 8 PP 7	RESIDENTIAL	INSIGN USA KAY	SD-R	200 N ROYAL OAKS BLVD BA-38	
0796 A 03500	DB 3023 DP 769, PB 8 PP 7	RESIDENTIAL	GOTT KIMBERLY	SD-R	200 N ROYAL OAKS BLVD BA-39	
0796 A 03500	DB 6325 DP 450, PB 8 PP 7	RESIDENTIAL	DAVIS HAROLD H JR & DAVIS NANCY N C	SD-R	200 N ROYAL OAKS BLVD BA-40	
0796 A 03500	DB 6751 DP 752, PB 8 PP 7	RESIDENTIAL	OWENS RICHARD LEE & OWENS MARIE UTZ	SD-R	200 N ROYAL OAKS BLVD BA-41	
0796 A 03500	DB 4713 DP 762, PB 8 PP 7	RESIDENTIAL	COLLINS CHRISTIAN E	SD-R	200 N ROYAL OAKS BLVD BA-42	
0796 A 03500	DB 3692 DP 425, PB 8 PP 7	RESIDENTIAL	STEWART DONNA L	SD-R	200 N ROYAL OAKS BLVD BA-43	
0796 A 03500	DB 4638 DP 281, PB 8 PP 7	RESIDENTIAL	RUSSELL ASHLEY V	SD-R	200 N ROYAL OAKS BLVD BA-44	
0796 A 03500	DB 2213 DP 531, PB 8 PP 7	RESIDENTIAL	DABBS JOHN R & DABBS LEONA C KLEBAN	SD-R	200 N ROYAL OAKS BLVD BA-45	
0796 A 03500	DB 6048 DP 461, PB 8 PP 7	RESIDENTIAL	WOLFE JEFFREY	SD-R	200 N ROYAL OAKS BLVD BA-46	
0796 A 03500	DB 6190 DP 137, PB 8 PP 7	RESIDENTIAL	LANGSDON ANDREW & LANGSDON EMILY	SD-R	200 N ROYAL OAKS BLVD BA-47	
0796 A 03500	DB 1287 DP 798, PB 8 PP 7	RESIDENTIAL	BULLY LAODANA A PATTON	SD-R	200 N ROYAL OAKS BLVD BA-48	
* 0796 A 03100	DB 5856 DP 888, PB 10 PP 100	RESIDENTIAL	VIERA HOLDINGS LLC	SD-R	300 N ROYAL OAKS BLVD	
* 0796 A 03200	DB 5856 DP 888, PB 10 PP 100	RESIDENTIAL	VIERA HOLDINGS LLC	SD-R	301 N ROYAL OAKS BLVD	

CRUNK ENGINEERING LLC

1894 GENERAL GEORGE PATTON DR.

SUITE 600

FRANKLIN, TN 37067

(615) 873-1795

WWW.CRUNKENG.COM



199 N ROYAL OAKS
PROPOSED REZONING
FRANKLIN, TN 37067

REVISIONS	DATE				
No.					

05/04/17 17025

OVERALL
EXISTING
CONDITIONS
PLAN

**Properties Zoned
Office Residential (OR)
In The
City of Franklin**

6/27/2017

Office Residential zoning and design concept are intended as a transition between established single family residential and intensive commercial development. Envision Franklin supports these nodes of development in a select few locations based on existing land uses, historic development patterns and adjoining uses. Office Residential is a way to allow selected, lower impact commercial uses in a unique residential setting.

The Office Residential zoning district and design concept mandate a single family residential form building. As the two maps illustrate there are a limited number of places in the City that are zoned OR currently. These areas were selected very specifically based on stringent criteria. The properties located downtown are based on their historical blend of mixed commercial/residential uses. The properties along West Main Street were selected based on the history of commercial activity in that area and the traditional residential development patterns in the surrounding streets. The identified area along Columbia Ave keep the intensive commercial uses south of the intersection of Downs Blvd and Columbia Ave and preserves the historic residential form along Columbia Ave. The London Lane and Royal Oaks intersection limits the intensive commercial uses to the area below Lakeview Drive and preserves the single family residential form on Royal Oaks. While not deemed historic, the Royal Oaks subdivision was constructed in a traditional residential pattern before Royal Oaks became an arterial roadway. The Office Residential zoning district provides selected commercial uses in a residential building form thereby providing a feasible use to an otherwise less desirable single family residence.

While it hasn't happened yet, OR zoned properties outside of the historic protection overlay could have a new building constructed. This building would have to maintain a single family residential form as dictated by the existing neighborhood it is adjacent to. Section 5.3.4 Transition Features would further regulate the building scale, massing, height, proportion, form, and general architectural style. A minimum of 40% of the lot would be required to be landscaped area (3.3.2). Other commercial zones (Neighborhood Commercial, Central Commercial, General Commercial, and General Office) require a minimum of 15%, 10%, 30%, 30% respectively. Residential zones (R-6, R-3, R-2) require a minimum of 30% and 40% respectively. Setbacks would be determined by the existing built environment and would be

allowed no closer than the closest primary building. Any parking would have to be screened under Section 5.4.5 Vehicular Use. Landscape islands would be required. Any parking would have to be behind the main façade of the building. In addition, a 10-100-foot landscape buffer would be required on the developing parcel with the lot size being the determining factor. Commercial lighting standards (which do not apply to single family residential) would limit the intensity to 10 footcandles or less and 1.0 footcandles at all the property lines.

“The proposed rezoning at 1475 Columbia has an additional layer placed on it through the Columbia Avenue Overlay (CAO). The Columbia Ave Overlay District-2 further regulates front setbacks, façade length of new buildings, roof pitch, front porches, and foundation height. Recent revisions to the CAO have included an additional restriction against internally illuminated signage, prohibiting parking between the main structure and Columbia Ave, and mandating no more than 25% of parking spaces can be allowed on the side of a building.”

1102 West Main Street

Zoned Office Residential (OR)



1341 West Main Street- Across from Pueblo Real

Zoned Office Residential



1339 West Main Street (across from Pueblo Real)

Zoned Office Residential (OR)



1337 – 1341 West Main Street (Across from Pueblo Real)



Concept Imagery Envision Franklin



Office Residential Zones

Four distinct neighborhoods in the City of Franklin are in the Office Residential Zoning district.

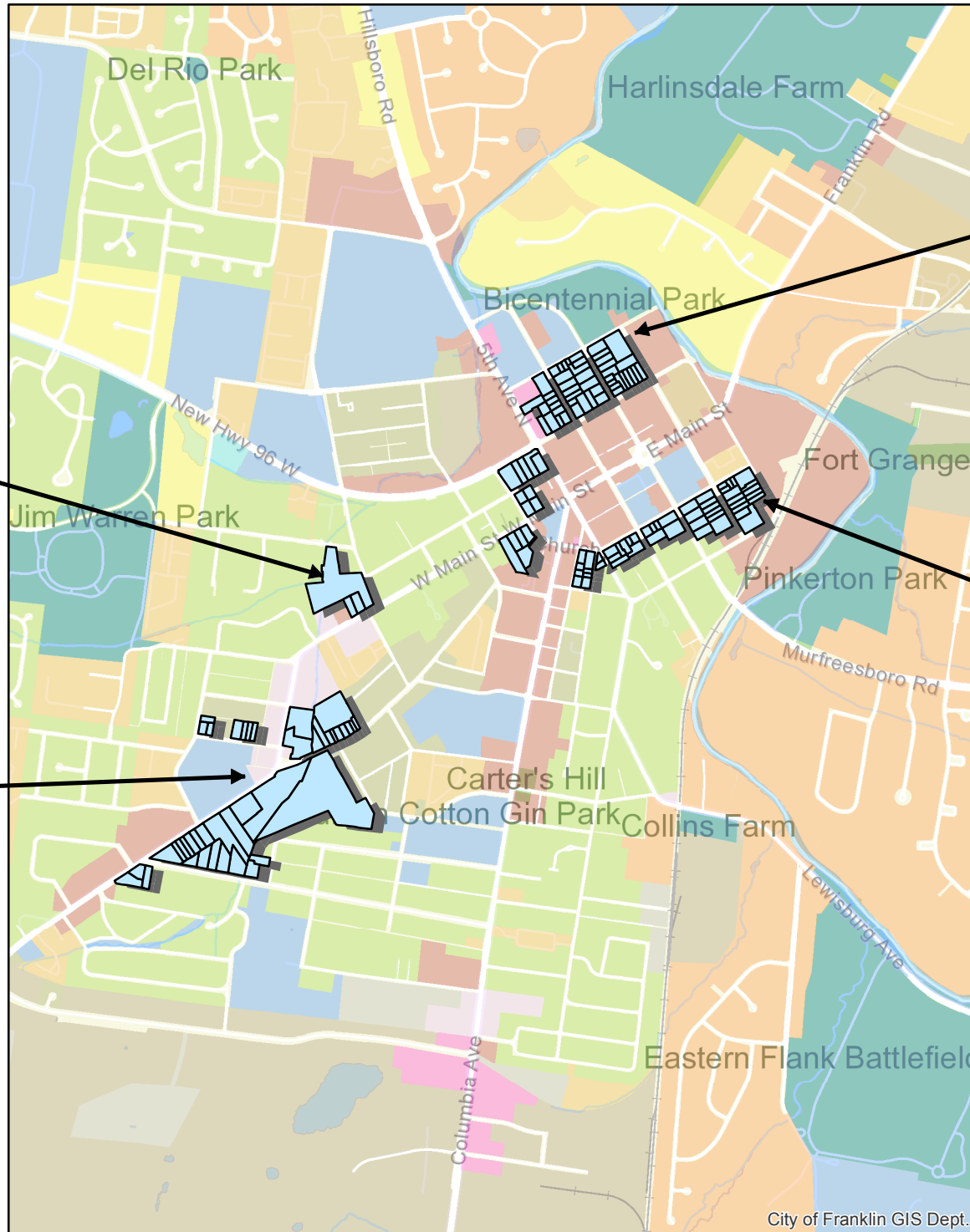
1102 West Main St

Historic Downtown

Petway/West Main

Church/S. Margin Street

This zoning district is intended as a transition from more intensive commercial uses (Central Commercial, Neighborhood Commercial, etc.)



City of Franklin GIS Dept.

Office Residential Zones

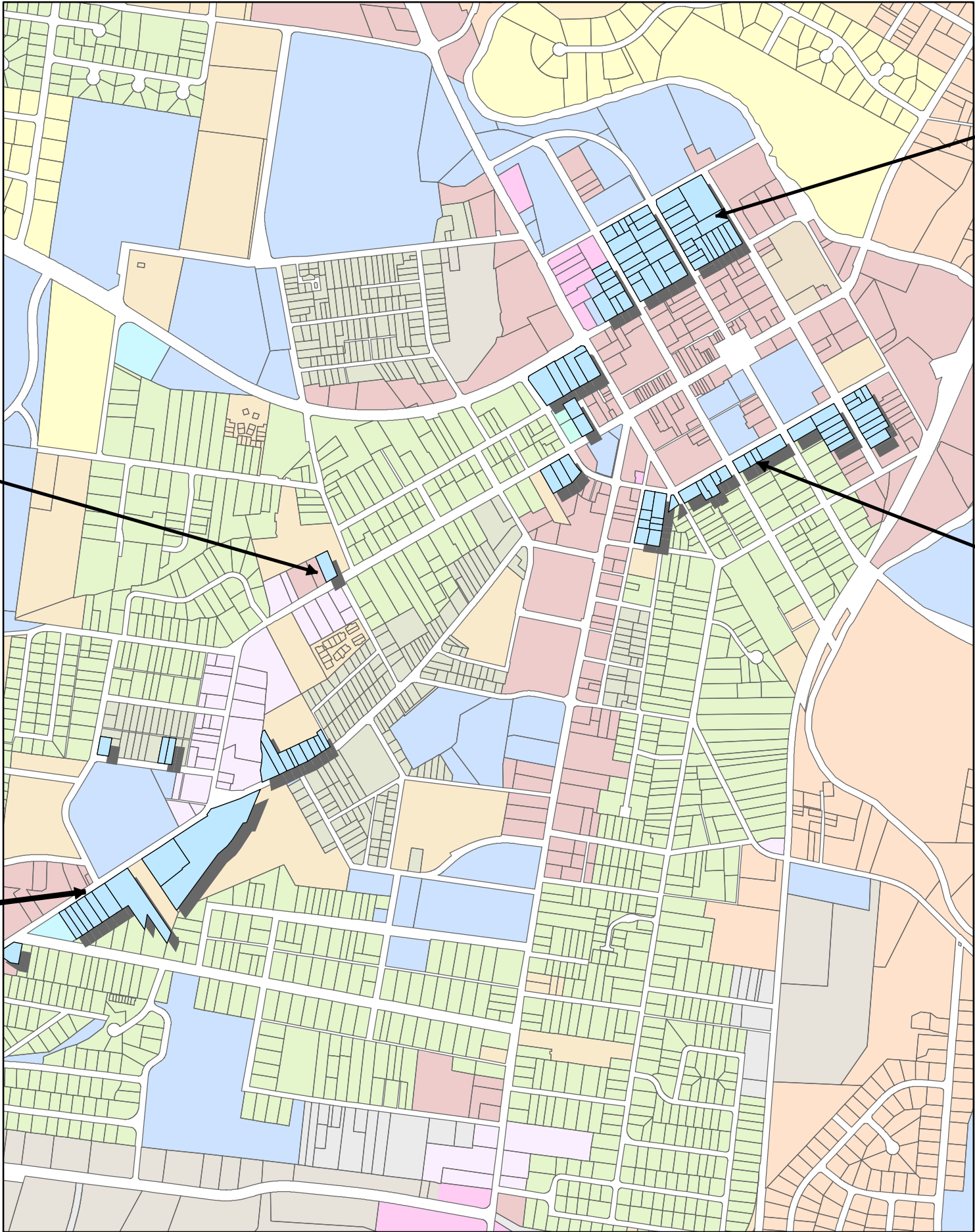
Four distinct neighborhoods
in the City of Franklin are
in the Office Residential
Zoning district.



1102 West Main St



Petway/West Main



Historic Downtown

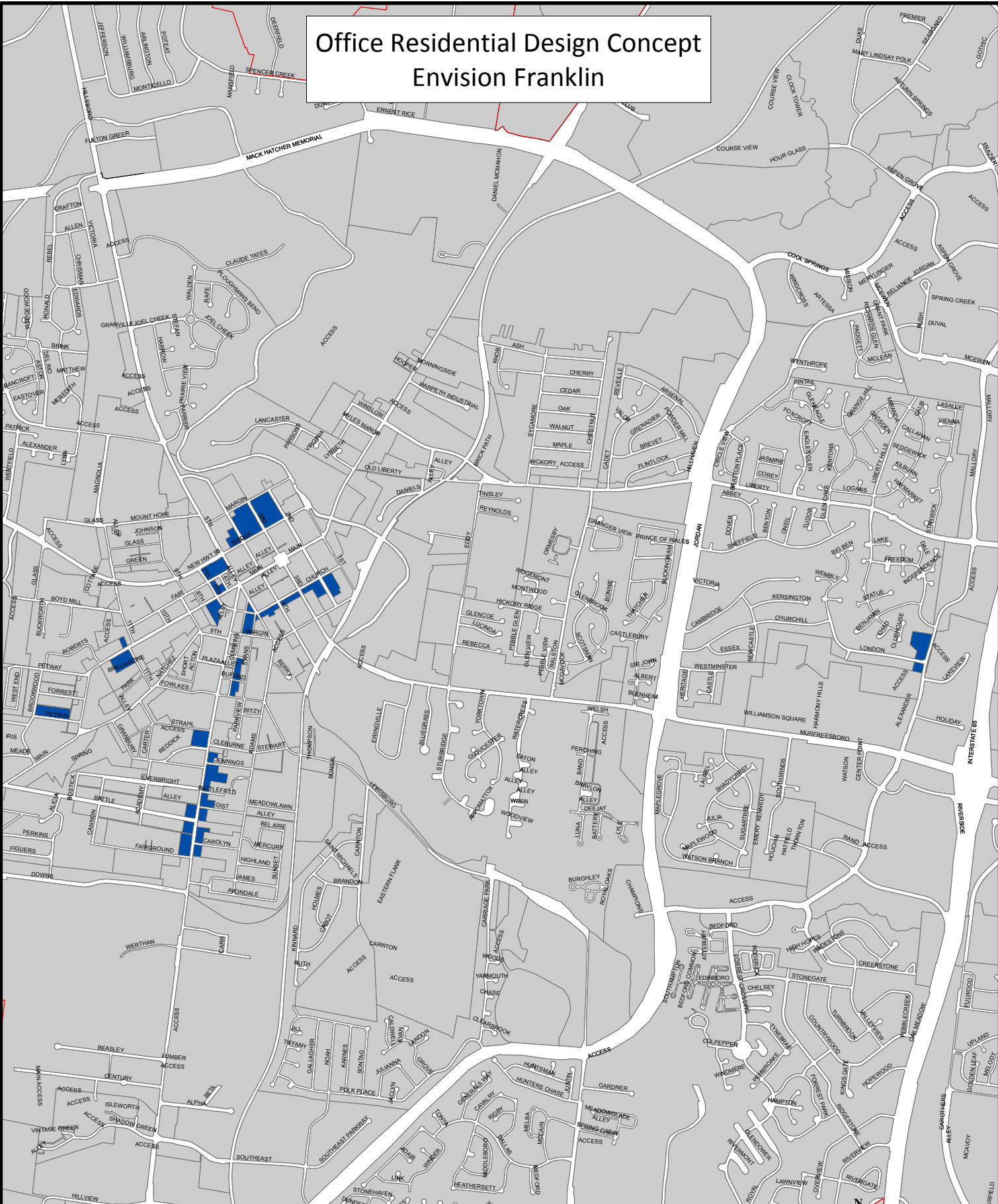


Church/S. Margin Street

This zoning district is intended
as a transition from more
intensive commercial uses
(Central Commercial,
Neighborhood Commercial, etc.)



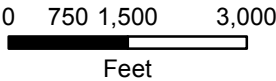
Office Residential Design Concept Envision Franklin



Design Concept

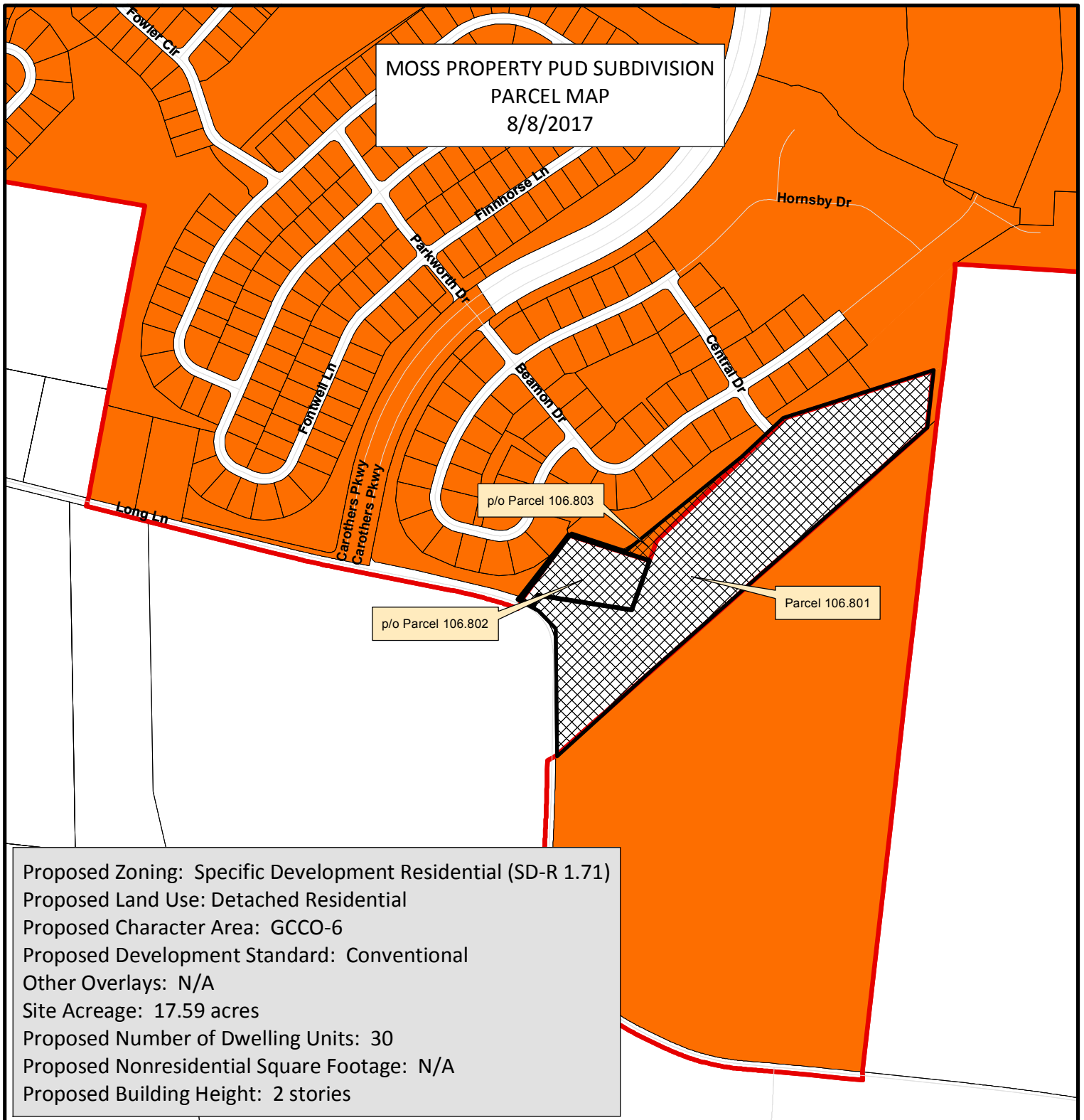


Office Residential



This map was created by the Franklin Planning Department. It was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials (c) copyright 2017. All rights reserved.

MOSS PROPERTY PUD SUBDIVISION
PARCEL MAP
8/8/2017



Proposed Zoning: Specific Development Residential (SD-R 1.71)
 Proposed Land Use: Detached Residential
 Proposed Character Area: GCCO-6
 Proposed Development Standard: Conventional
 Other Overlays: N/A
 Site Acreage: 17.59 acres
 Proposed Number of Dwelling Units: 30
 Proposed Nonresidential Square Footage: N/A
 Proposed Building Height: 2 stories

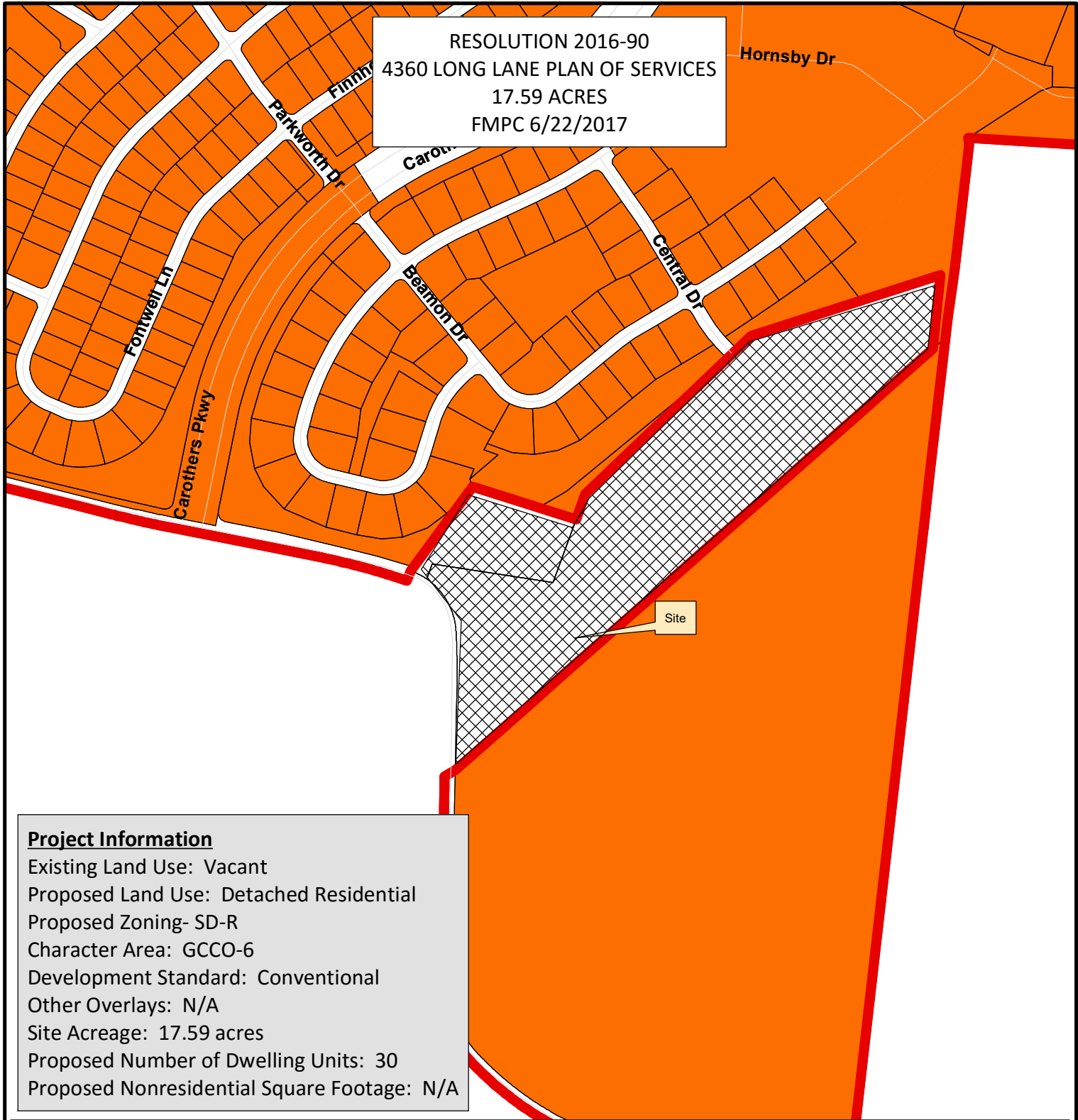
- | | |
|--|-------------------------------------|
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
| R-2 Residential District | CC Central Commercial District |
| R-3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



0 200 400 800
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.
 All data and materials (c) copyright 2016. All rights reserved.

RESOLUTION 2016-90
4360 LONG LANE PLAN OF SERVICES
17.59 ACRES
FMPC 6/22/2017



Project Information

Existing Land Use: Vacant
Proposed Land Use: Detached Residential
Proposed Zoning- SD-R
Character Area: GCCO-6
Development Standard: Conventional
Other Overlays: N/A
Site Acreage: 17.59 acres
Proposed Number of Dwelling Units: 30
Proposed Nonresidential Square Footage: N/A

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



0 250 500 1,000
Feet

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2016. All rights reserved.

RESOLUTION 2016-90

TO BE ENTITLED: "A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF THREE PROPERTIES ADJACENT TO AND INCLUDING 4360 LONG LANE, BY THE CITY OF FRANKLIN, TENNESSEE."

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

WHEREAS, Barry Moss ("Owner") of the Properties located at 4360 Long Lane Parcel 180.01, 180.02, 180.03 ("Properties") petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee ("City"), to annex 17.59 acres adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, the Property are located north of Long Lane and southeast of Carothers Parkway as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
106---18002	1.83
106---18003	0.36
106---18001	15.39
Total	17.59

The Property adjoins the City limits within the Franklin Urban Growth Boundary (UGB) and comprises a total of 17.59 acres. The Property is used as a single family residential use.

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

WHEREAS, the Franklin Municipal Planning Commission has reviewed and recommended approval of the Plan of Services for the annexation area; and

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

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

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

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

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

A. Water

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

B. Reclaimed Water

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

C. Wastewater

1. The Property lies within the Goose Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The proposed development of the Property is anticipated to construct several hundred feet of sanitary sewer main that will tie onto the sewer main being constructed through an easement on the 4360 Long Lane Parcel by the Ladd Park Subdivision.
3. The Owner shall be required to extend the sanitary sewer main approximately 1500 linear feet to provide service to the Property.
4. The City of Franklin Sanitary Sewer System Basin Plans show this as an 8 inch sanitary sewer main.
5. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
6. The Owner shall be required to provide Engineering design, construction, easements, rights-of-way and the costs associated with the on-site sanitary sewer infrastructure required to serve the development of this Property.
7. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.

D. Stormwater

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

E. Streets

1. Emergency maintenance of streets will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing City policies.
3. Access to the Property shall be provided from Long Lane.
4. Unless waived by the Franklin Engineering Department, the Owner of the Property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be

determined as part of the plan. The roadways constructed as part of this development shall comply with City Street Standards.

F. Traffic Control

1. Traffic signals, traffic signs, street markings, and other traffic control devices shall be installed as the need is established by appropriate study and traffic standards. No needs have been identified for the area at this time.
2. New development after the effective date of annexation shall comply with City regulations governing traffic control devices and markings.

G. Street Lighting

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

H. Street Name Signs

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

I. Fire Protection

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

J. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. The Property is located in the Goose Creek Character Area – 6 (GCCO-6). 1. Appropriate uses include Detached Residential and/or Attached Residential near I-65. Streams, trees, and hillsides and hilltops shall be preserved and enhanced. This area is recommended to have a major park system. The South Carothers Road extension to Peytonsville Road is critical for adequate interconnectivity. The potential I-65 crossing design should be integrated into a street network for optimum coordination and connectivity. The Baskin property should have safe and efficient access.
3. Smaller lots should not be located on the exterior of a proposed development adjacent to, or across the street from, larger lots of an existing platted development of ten lots or more. However, if the applicant proposes an alternative, and if potential conflicts will be created, the applicant shall give justification as to how they will be mitigated or avoided. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen, pursuant to the requirements of the Franklin Zoning Ordinance with a base zone district, Overlay District, Character Area Overlay District, and designated as a Conventional or Traditional Area.

K. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Dedication Ordinance.

L. Police Protection

1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation.
2. Police services will be provided with existing personnel and equipment.

M. Building and Code Inspection Services

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

N. Garbage and Recycling Pickup and Environmental

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

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

ADOPTED THIS _____.

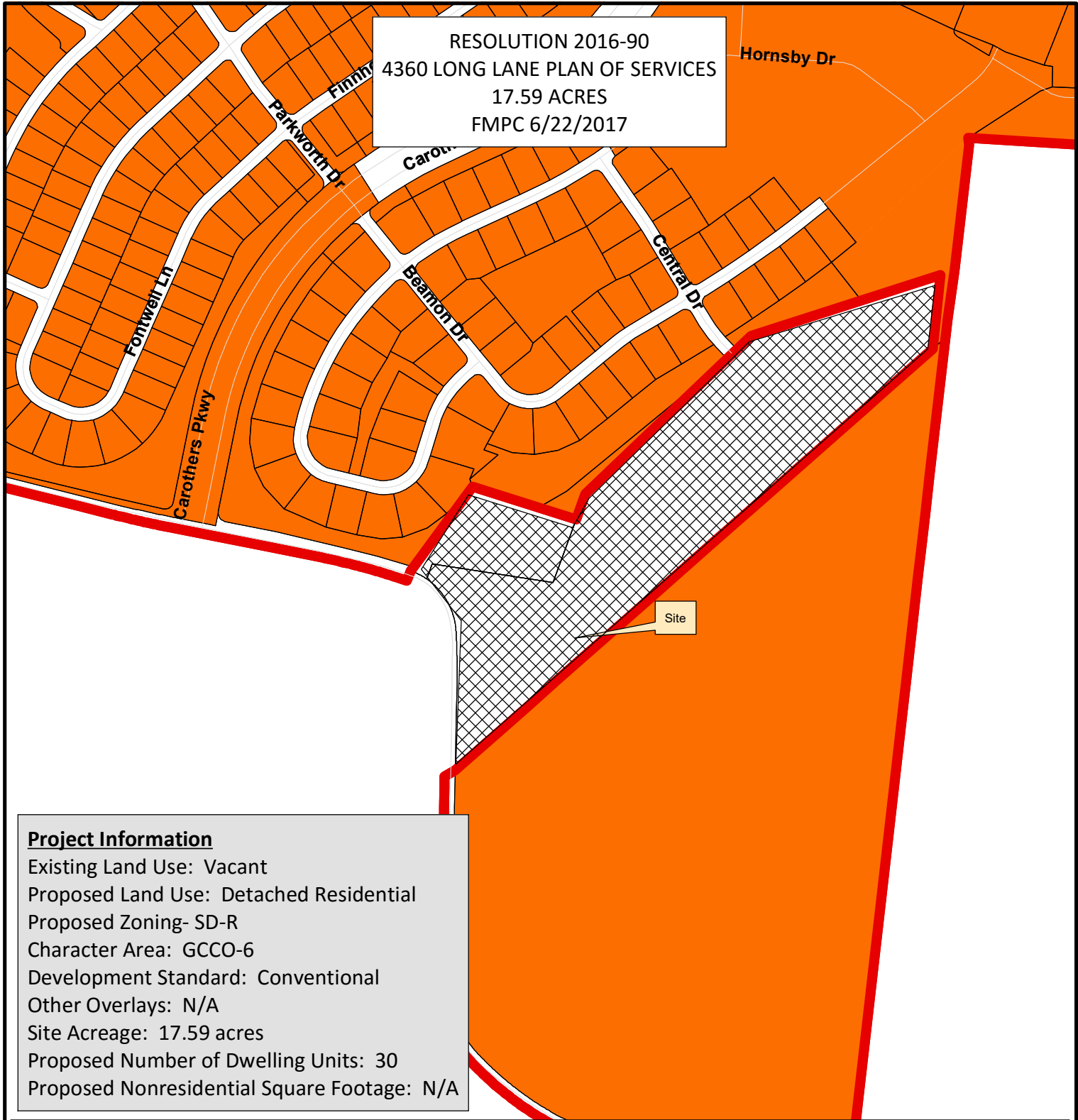
ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

RESOLUTION 2016-90
4360 LONG LANE PLAN OF SERVICES
17.59 ACRES
FMPC 6/22/2017



Project Information

Existing Land Use: Vacant
Proposed Land Use: Detached Residential
Proposed Zoning- SD-R
Character Area: GCCO-6
Development Standard: Conventional
Other Overlays: N/A
Site Acreage: 17.59 acres
Proposed Number of Dwelling Units: 30
Proposed Nonresidential Square Footage: N/A

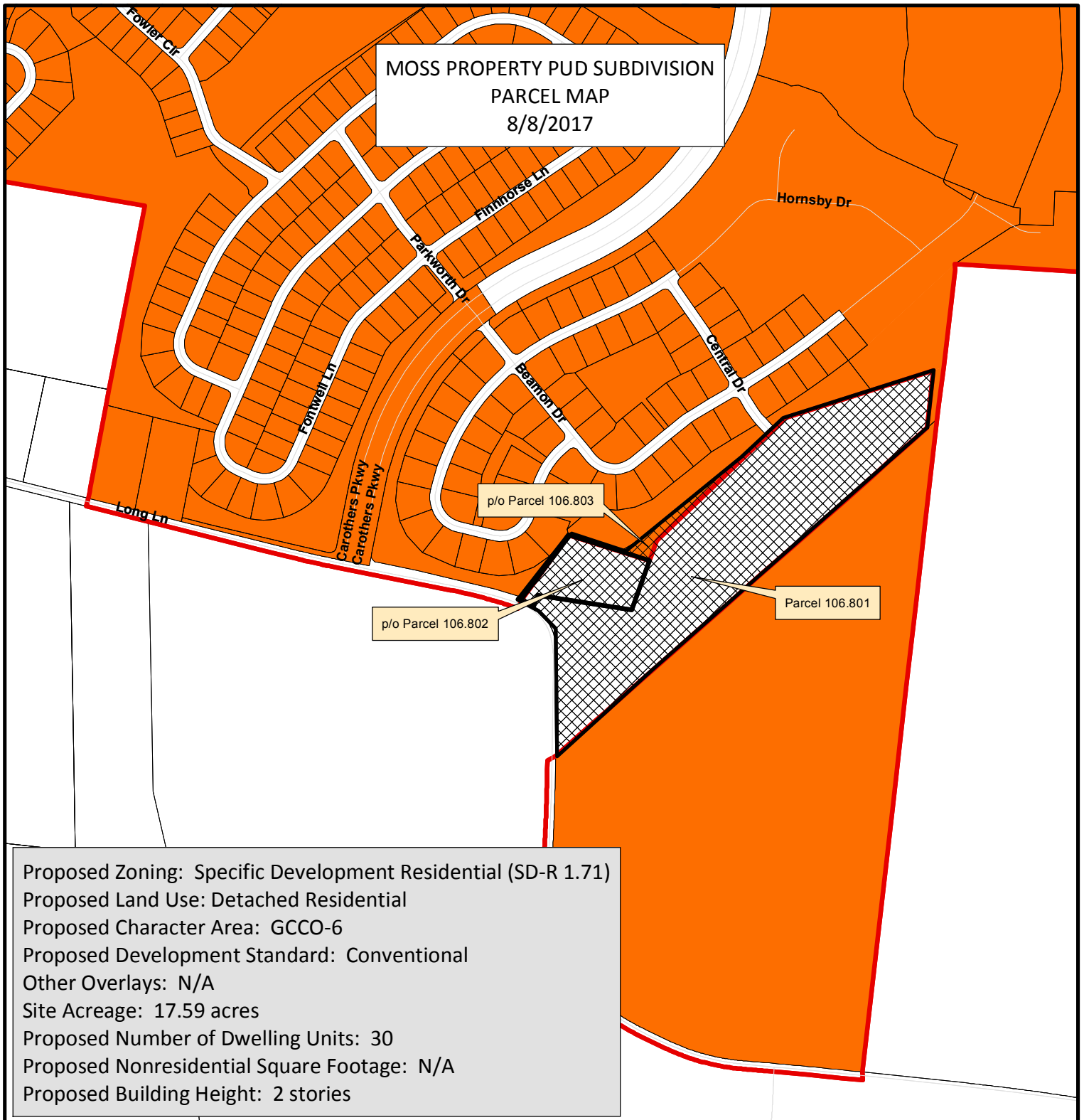
- | | |
|--|---------------------------------------|
| Corporate Boundaries | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
|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



0 250 500 1,000
Feet

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2016. All rights reserved.

MOSS PROPERTY PUD SUBDIVISION
PARCEL MAP
8/8/2017



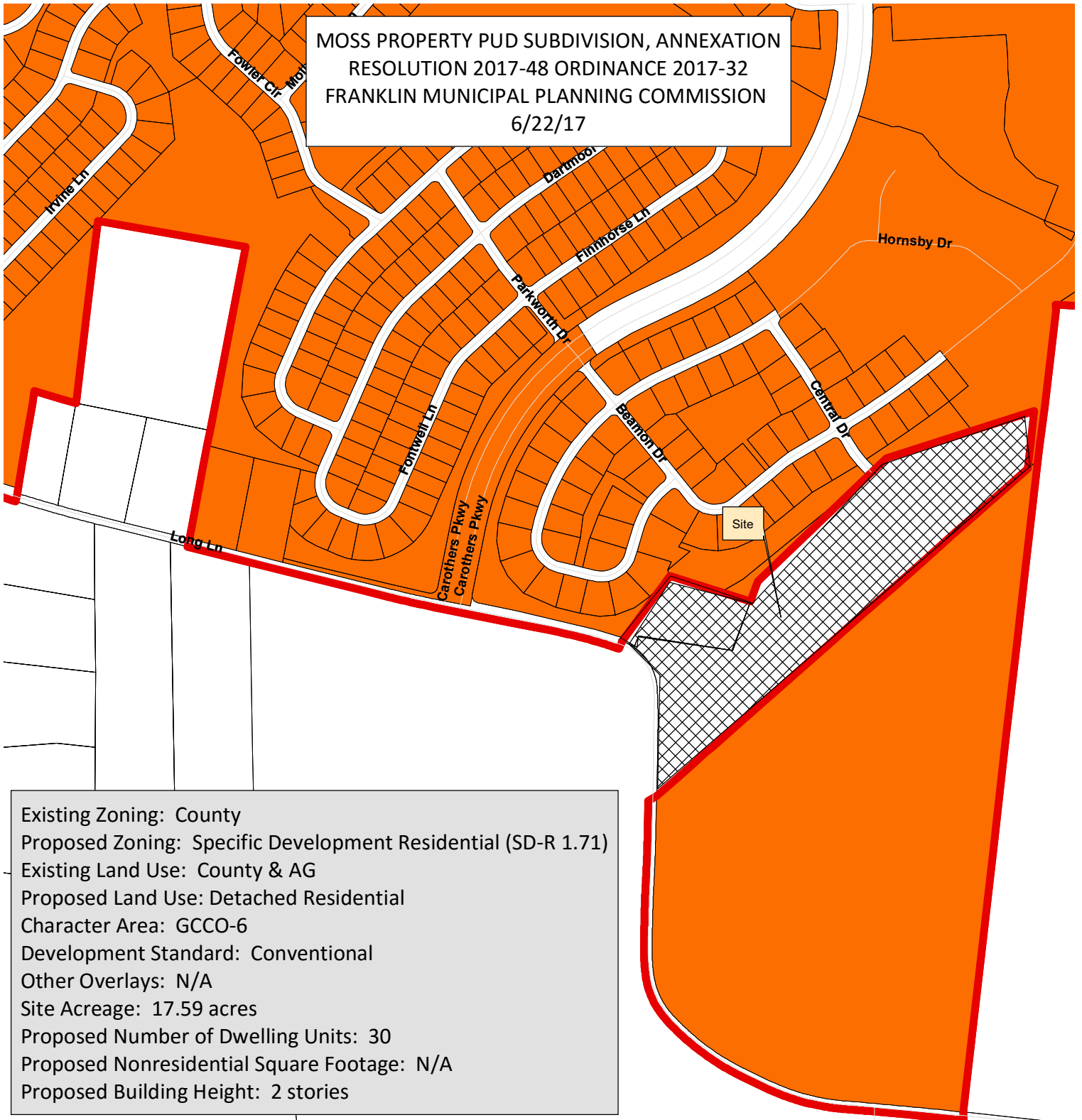
- | | |
|--|-------------------------------------|
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
| R-2 Residential District | CC Central Commercial District |
| R-3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



0 200 400 800
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. All data and materials (c) copyright 2016. All rights reserved.

MOSS PROPERTY PUD SUBDIVISION, ANNEXATION
 RESOLUTION 2017-48 ORDINANCE 2017-32
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 6/22/17



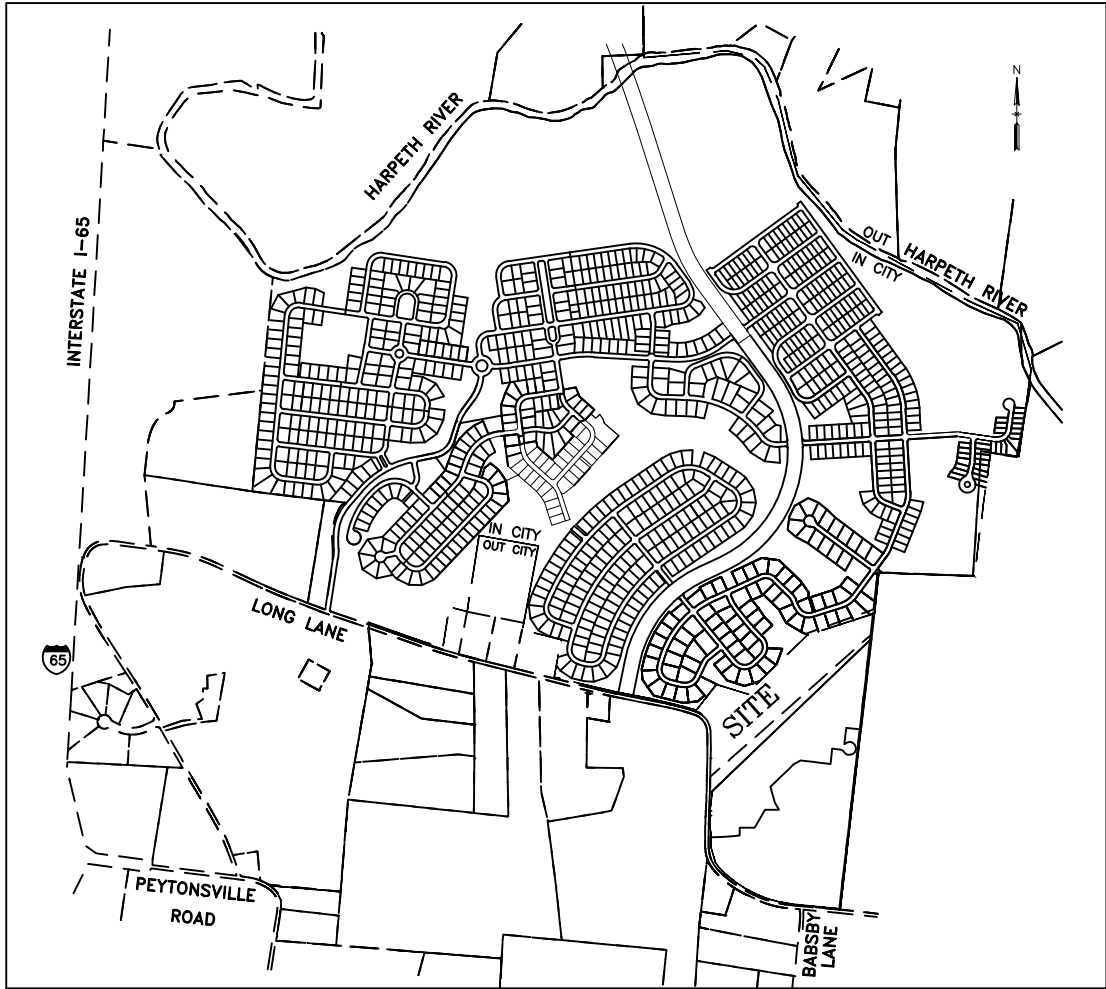
Existing Zoning: County
 Proposed Zoning: Specific Development Residential (SD-R 1.71)
 Existing Land Use: County & AG
 Proposed Land Use: Detached Residential
 Character Area: GCCO-6
 Development Standard: Conventional
 Other Overlays: N/A
 Site Acreage: 17.59 acres
 Proposed Number of Dwelling Units: 30
 Proposed Nonresidential Square Footage: N/A
 Proposed Building Height: 2 stories

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



0 200 400 800
 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.
 All data and materials (c) copyright 2016. All rights reserved.



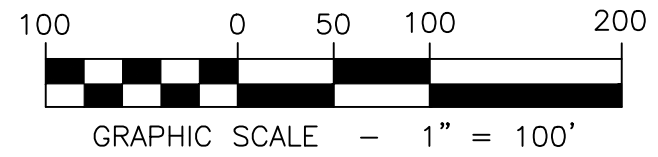
VICINITY MAP
(NOT TO SCALE)

LEGEND			
IRON PIN OLD	- - - - -	●	IP(O)
IRON PIN NEW	- - - - -	●	
SEWER MANHOLE	- - - - -	○	
SEWER SERVICE TAP	- - - - -	○ SS	
PROPERTY/R.O.W. LINE	- - - - -		

LINE TABLE

NO.	BEARING	DIST.
1	N06-24-59W	53.10'
2	N18-30-59W	54.91'
3	N31-34-59W	52.76'
4	N47-30-05W	47.36'
5	N63-33-31W	66.51'

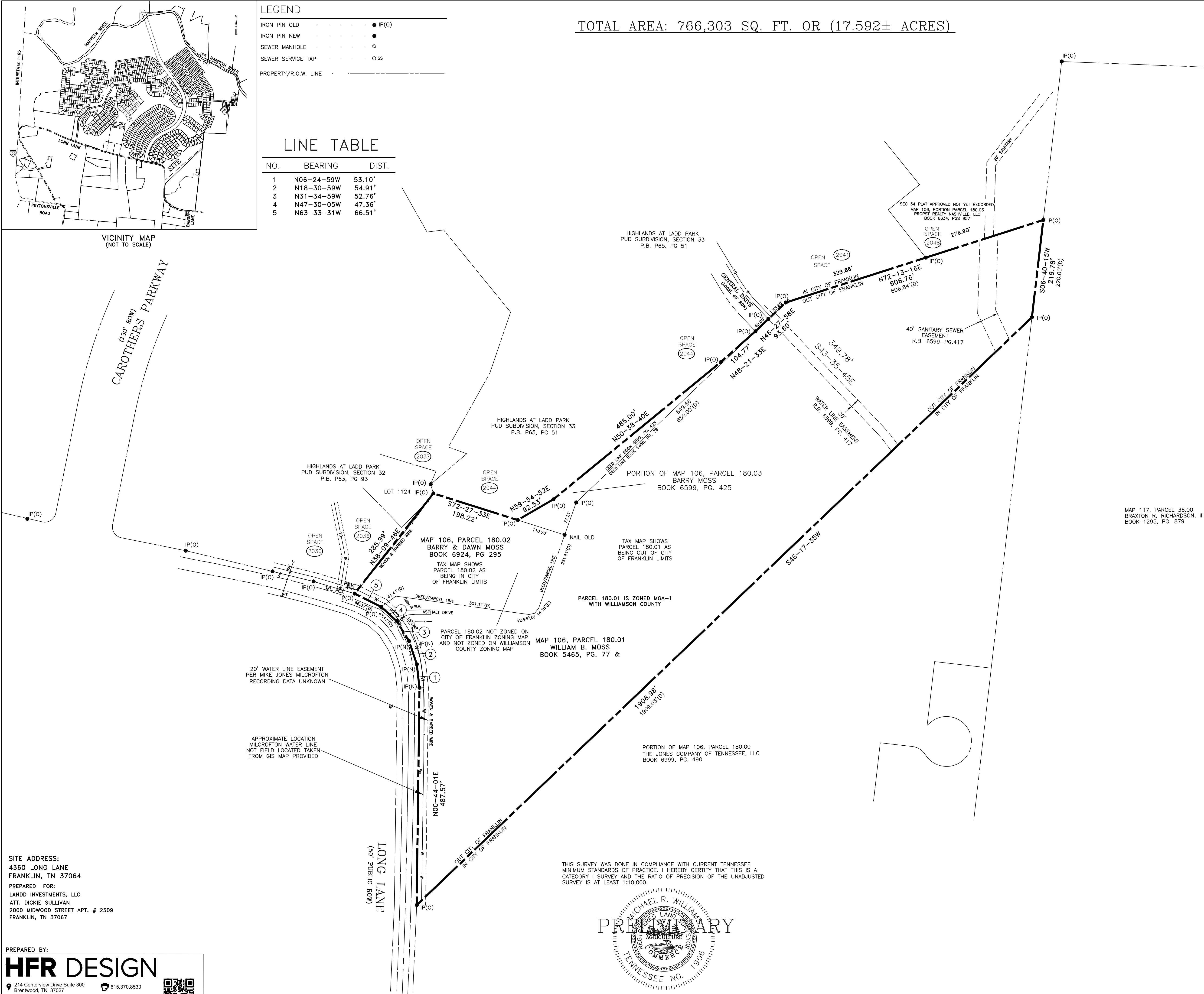
TOTAL AREA: 766,303 SQ. FT. OR (17.592± ACRES)



S.P.C.S. MD 83
PLAT BOOK P65, PG. 51

NOTES:

- 1) ALL DISTANCES WERE MEASURED WITH E.D.M. EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
- 2) SURVEYOR'S LIABILITY FOR THIS DOCUMENT SHALL BE LIMITED TO PARTIES NAMED HEREON AND THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITIES WITHOUT AN EXPRESSED RE-CERTIFICATION BY THE SURVEYOR WHOSE SIGNATURE APPEARS UPON THIS SURVEY.
- 3) UTILITIES HAVE BEEN PLOTTED FROM SURFACE FEATURES FOUND AT THE TIME OF SURVEY AND AVAILABLE MAPS AND RECORDS. THERE MAY BE OTHER UTILITIES, THE EXISTENCE OF WHICH ARE NOT KNOWN TO THE UNDERSIGNED. SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES MUST BE VERIFIED BY THE APPROPRIATE UTILITY COMPANY OR BY EXCAVATION PRIOR TO ANY CONSTRUCTION.
- 4) REPRODUCTION OR USE OF THIS DRAWING OR ANY PART THEREOF IS NOT ALLOWED WITHOUT WRITTEN APPROVAL FROM THE SURVEYOR WHOSE SEAL APPEARS ON THIS SURVEY. COPYRIGHT 2017.
- 5) THIS SURVEY PREPARED FROM CURRENT DEED OF RECORD AND DOES NOT REPRESENT A TITLE SEARCH OR A GUARANTEE OF TITLE, AND IS SUBJECT TO ANY STATE OF FACTS A CURRENT AND ACCURATE TITLE SEARCH WILL REVEAL.
- 6) BY SCALING, GRAPHIC INTERPOLATION AND PLOTTING THE SUBJECT PROPERTY IS LOCATED IN ZONES "X" AREAS DETERMINED NOT TO BE AFFECTED BY SPECIAL HAZARD AREAS AS SHOWN ON F.E.M.A. "FLOOD RATE INSURANCE MAP", MAP NOS. 47187C0355F & 47187C0356F, BOTH DATED: 9-29-06.
- 7) 5/8" IRON RODS WITH CAPS (●) SET AT ALL CORNERS UNLESS OTHERWISE SHOWN.
- 8) SUBJECT PROPERTY BEING SHOWN ON TAX MAP 106 FOR WILLIAMSON COUNTY, TENNESSEE.
- 9) SURVEYOR'S LIABILITY FOR THIS DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITIES WITHOUT AN EXPRESSED RE-CERTIFICATION BY THE SURVEYOR WHOSE SIGNATURE APPEARS ON THIS SURVEY.



MAP 117, PARCEL 36.00
BRAXTON R. RICHARDSON, III
BOOK 1295, PG. 879

SITE ADDRESS:
4360 LONG LANE
FRANKLIN, TN 37064

PREPARED FOR:
LANDO INVESTMENTS, LLC
ATT. DICKIE SULLIVAN
2000 MIDWOOD STREET APT. # 2309
FRANKLIN, TN 37067

PREPARED BY:

HFR DESIGN

214 Centerview Drive Suite 300
Brentwood, TN 37027
615.370.8530
hfrdesign.com



SURVEY DIVISION mwilliams@hfrdesign.com

THIS SURVEY WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE
MINIMUM STANDARDS OF PRACTICE. I HEREBY CERTIFY THAT THIS IS A
CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED
SURVEY IS AT LEAST 1:10,000.



MICHAEL K. STORY R.L.S., TN. # 1989

PRELIMINARY
BOUNDARY SURVEY
OF
MAP 106, PARCELS 180.01 & 180.02
MOSS PROPERTY
10TH CIVIL DISTRICT
FRANKLIN - WILLIAMSON COUNTY - TENNESSEE
DATE: 4-27-17
HFR PROJECT NO. 2017049-52

**RESOLUTION 2017-48
ORDINANCE 2017-32**

TO BE ENTITLED: "A RESOLUTION AND ORDINANCE TO ANNEX THREE PROPERTIES ADJACENT TO AND INCLUDING 4360 LONG LANE, CONSISTING OF 17.59 ACRES, PROPERTY LOCATED SOUTH OF CAROTHERS PARKWAY AND NORTH OF LONG LANE AND ADJOINING THE CITY LIMITS WITHIN THE SOUTHEAST PART OF THE FRANKLIN URBAN GROWTH BOUNDARY (UGB)."

WHEREAS, Barry Moss ("Owner") of property located at 4360 Long Lane, Parcel 180.01, 180.02, 180.03 ("Properties") petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee ("City"), to annex 17.59 acres adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, the Franklin Municipal Planning Commission (FMPC) has reviewed and recommended Approval of the proposed annexation and Plan of Services for the annexation area; and

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

WHEREAS, the BOMA has adopted a Plan of Services for the annexation area as described in Resolution 2017-48; and

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

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

SECTION I. That the following described Property shall be, and is hereby, annexed in and to the corporate limits of the City of Franklin, Tennessee:

PREMISES CONSIDERED

Map-Parcel	Acres
106---18001	15.39
106---18002	1.83
106---18003	0.36
Total	17.59

Parcel 180.01
05-08-17

Map 106, Parcel No. 180.01
William B. Moss

Beginning at a point, said point being located at the southernmost point of this tract, and indicated as POB #1 on the attached exhibit, and proceeding as follows:

Thence, continuing N00°44'01"E, a distance of 487.57 feet to a point;
thence, N06°24'59"W, a distance of 53.10 feet to a point;
thence, N18°30'59"W, a distance of 54.91 feet to a point;
thence, N31°34'59"W, a distance of 52.76 feet to a point;
thence, N47°30'05"W, a distance of 47.36 feet to a point;
thence, N54°14'14"E, a distance of 41.07 feet to a point;
thence, S82°08'44"E, a distance of 301.11 feet to a point;
thence, N77°53'16"E, a distance of 12.98 feet to a point;
thence, N38°52'16"E, a distance of 14.25 feet to a point;
thence, N19°32'36"E, a distance of 251.97 feet to a point;
thence, N46°19'26"E, a distance of 649.66 feet to a point;
thence, N72°13'16"E, a distance of 606.76 feet to a point;
thence, S06°40'15"W, a distance of 219.78 feet to a point;
thence, S46°17'35"W, a distance of 1,908.98 feet to the POINT OF BEGINNING.

Containing 670,540.05 square feet or 15.3935 acres, more or less.

The aforementioned property is on a parcel of land owned by William B. Moss, as shown on Tax Map No. 106, Parcel No. 180.01 and recorded in Deed Book 5465, Page 77 with the Williamson County Register of Deeds.

Parcel 180.02
05-08-17

Map 106, Parcel No. 180.02
Barry and Dawn Moss

Beginning at a point, said point being located at the southernmost point of this tract, and indicated as POB #2 on the attached exhibit, and proceeding as follows;

Thence, continuing, N63°33'31"W, a distance of 66.51 feet to a point;
thence, N38°09'46"E, a distance of 285.99 feet to a point;
thence, S72°27'33"E, a distance of 198.22 feet to a point;
thence continue easterly along said line, a distance of 110.67 feet;
thence, S19°32'16"W, a distance of 174.77 feet to a point;
thence, S38°52'16"W, a distance of 14.25 feet to a point;
thence, S77°53'16"W, a distance of 12.98 feet to a point;
thence, N82°08'44"W, a distance of 301.11 feet to a point;
thence, S54°14'14"W, a distance of 41.07 feet to the POINT OF BEGINNING.

Containing 79,697.38 square feet or 1.8296 acres, more or less.

The aforementioned property is on a parcel of land owned by Barry and Dawn Moss, as shown on Tax Map No. 106, Parcel No. 180.02 and recorded in Deed Book 6924, Page 295 with the Williamson County Register of Deeds.

Parcel 180.03
05-08-17

Map 106, Parcel No. 180.03
Barry Moss

Beginning at a point, said point being located at the southernmost point of this tract, and indicated as
POB #3 on the attached exhibit, and proceeding as follows;

Thence, continuing N72°27'33"W, a distance of 110.67 feet to a point;
thence, N59°54'52"E, a distance of 92.53 feet to a point;
thence, N50°38'40"E, a distance of 485.00 feet to a point;
thence, N48°21'33"E, a distance of 104.77 feet to a point;
thence, N46°27'58"E, a distance of 40.00 feet to a point;
thence continue northeasterly along said line, a distance of 53.60 feet;
thence, S46°19'26"W, a distance of 649.66 feet to a point;
thence, S19°33'22"W, a distance of 77.21 feet to the POINT OF BEGINNING.

Containing 16,063.05 square feet or 0.3688 acres, more or less.

The aforementioned property is on a parcel of land owned by Barry Moss, as shown on Tax Map No.
106, Parcel No. 180.03 and recorded in Deed Book 6599, Page 425 with the Williamson County Register
of Deeds

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

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

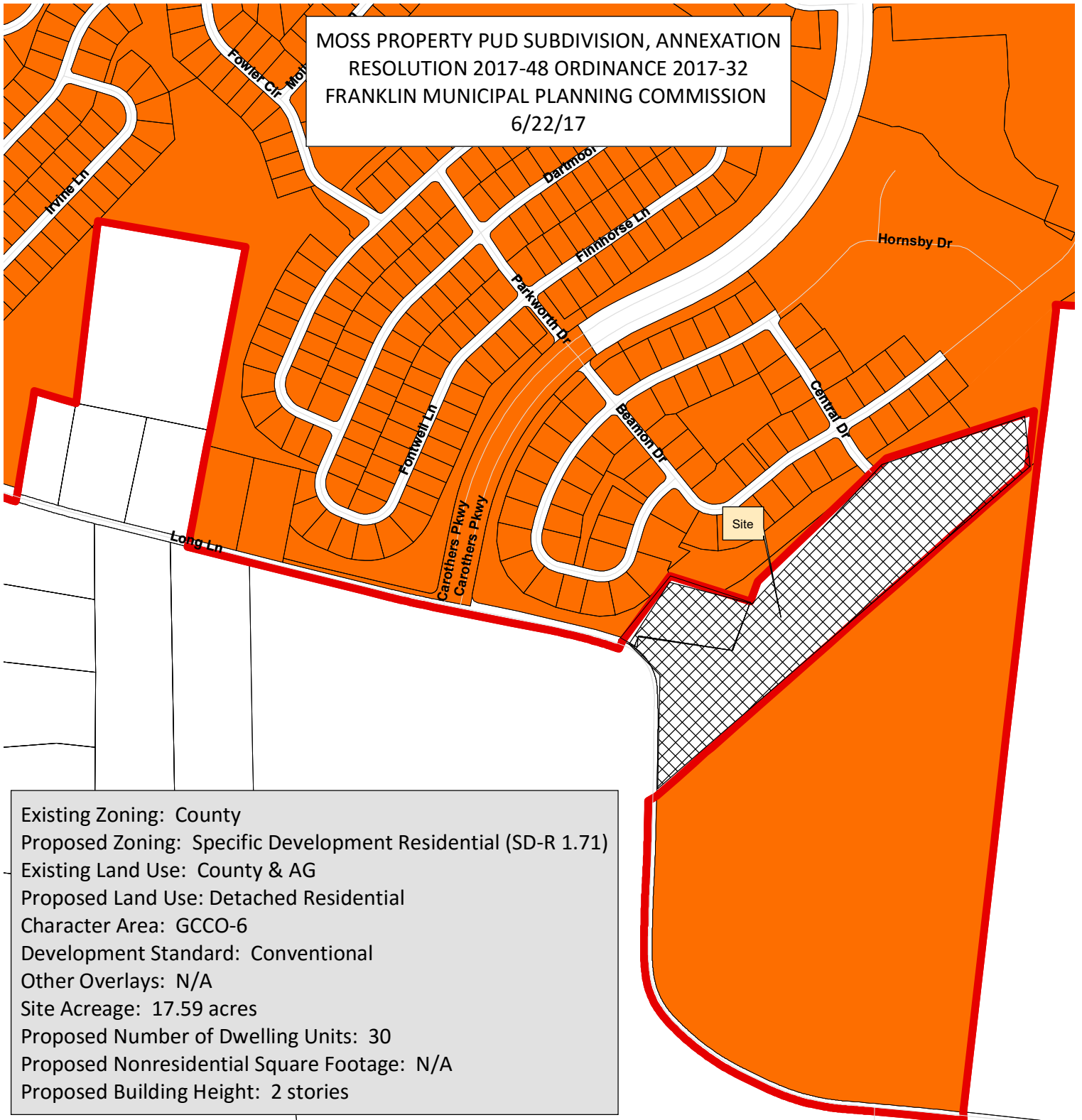
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

MOSS PROPERTY PUD SUBDIVISION, ANNEXATION
 RESOLUTION 2017-48 ORDINANCE 2017-32
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 6/22/17



Existing Zoning: County
 Proposed Zoning: Specific Development Residential (SD-R 1.71)
 Existing Land Use: County & AG
 Proposed Land Use: Detached Residential
 Character Area: GCCO-6
 Development Standard: Conventional
 Other Overlays: N/A
 Site Acreage: 17.59 acres
 Proposed Number of Dwelling Units: 30
 Proposed Nonresidential Square Footage: N/A
 Proposed Building Height: 2 stories

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



0 200 400 800
 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.
 All data and materials (c) copyright 2016. All rights reserved.

OWNER AFFIDAVIT

City of Franklin, Tennessee

We/I William Barry Moss
(Please print Name/Names in Full)

being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the property described as:

MAP 106, PARCELS 180.01 & 180.02
(Property Parcel/Tax ID Number)

and located at:

4360 LONG LANE
(Street Address)

am fully aware of the request for development approval in the City of Franklin, Tennessee. Furthermore, (I)/ (we) hereby appoint

GAMBLE DESIGN COLLABORATIVE & SULLIVAN ENGINEERING INC.
(Please print Name/Names in Full)

to act as my/our authorized agent on my/our behalf on all matters pertaining to the processing and obtaining the application with the exception of legal documents for recording purposes.

William B. Moss
Signature

4360 Long Lane
Property Owner Mailing Address

Franklin, TN 37064
City, State & Zip

Subscribed and sworn to before me this

7 day of NOV, 2016

Paul V. Collins Jr.
Notary Public

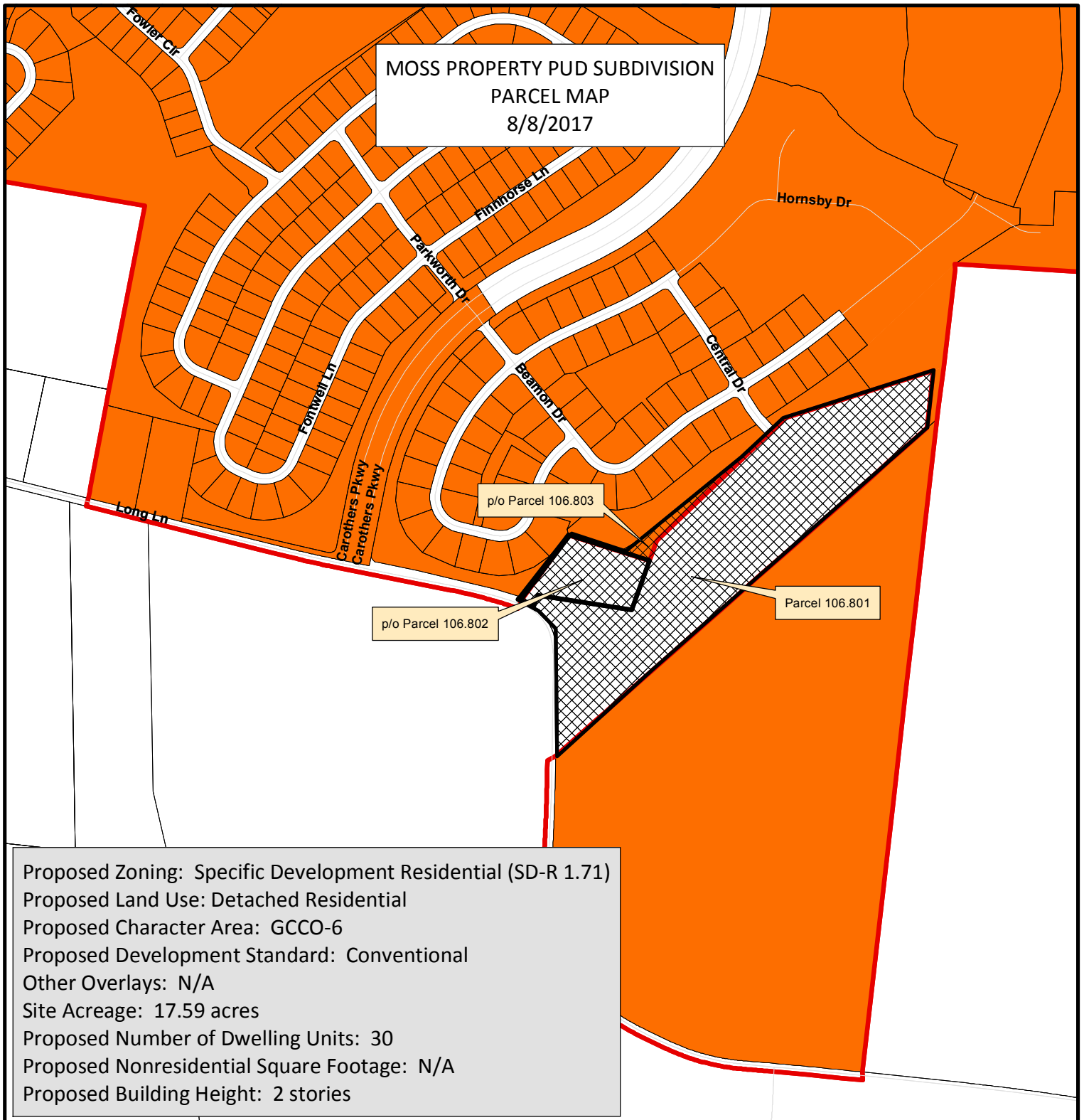
My Commission Expires: 4/20/19



ANNEXATION REQUEST APPLICATION FRANKLIN, TENNESSEE					
LOT ADDRESS: 4360 LONG LANE,					
PROPOSED ZONING: SD-R		PROPOSED LAND USE: RESIDENTIAL		LOT ACREAGE: +/- 17.52	
CHARACTER AREA: GCCO-6			PHYSICAL DESCRIPTION OF SITE: RESIDENTIAL/AGRICULTURAL TRACT Adjacent to stream		
LAND USE PLAN LANGUAGE FOR CHARACTER AREA: 1. APPROPRIATE USES INCLUDE DETACHED RESIDENTIAL 2. STREAMS, TREES, AND HILLSIDES AND HILLTOPS SHALL BE PRESERVED AND ENHANCED.					
REQUEST LETTER:	Check if included	OWNER AFFIDAVIT:	Check if included	DRAWINGS/ ILLUSTRATIONS:	Check if included
OTHER INFORMATION: MAP 106, Parcel 180.01, +/- 15.77 AC MAP 106, Parcel 180.02, +/- 1.75 AC					

APPLICANT NAME, ADDRESS, PHONE	AGENT NAME, ADDRESS, PHONE
	GAMBLE DESIGN COLLABORATIVE
	144 SE PARKWAY, SUITE 200
	FRANKLIN TN 37064
	615.975.5765
Signature:	Date:

MOSS PROPERTY PUD SUBDIVISION
PARCEL MAP
8/8/2017



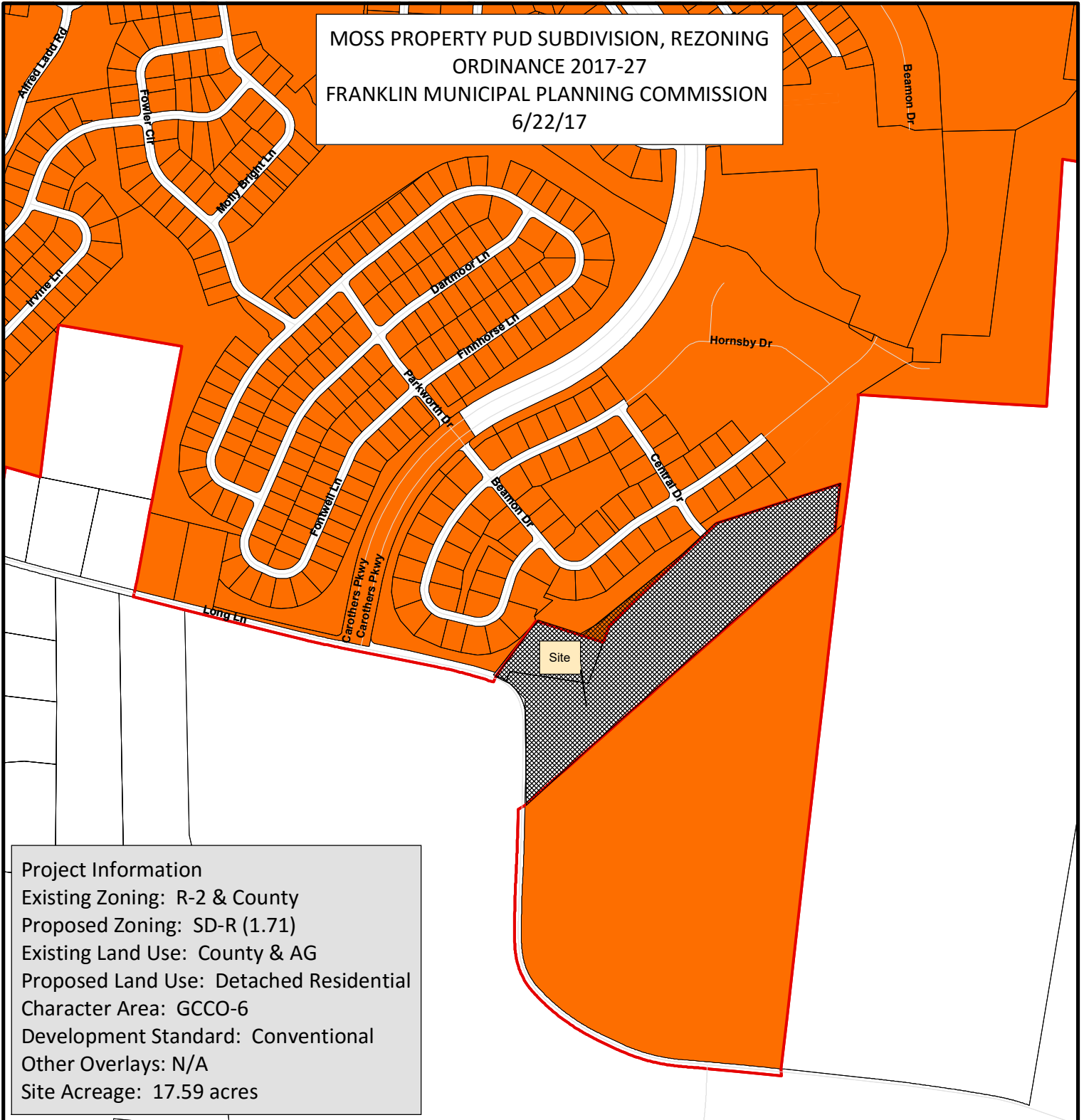
- | | |
|--|-------------------------------------|
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
| R-2 Residential District | CC Central Commercial District |
| R-3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



0 200 400 800
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. All data and materials (c) copyright 2016. All rights reserved.

MOSS PROPERTY PUD SUBDIVISION, REZONING
ORDINANCE 2017-27
FRANKLIN MUNICIPAL PLANNING COMMISSION
6/22/17



Project Information

Existing Zoning: R-2 & County
Proposed Zoning: SD-R (1.71)
Existing Land Use: County & AG
Proposed Land Use: Detached Residential
Character Area: GCCO-6
Development Standard: Conventional
Other Overlays: N/A
Site Acreage: 17.59 acres

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



0 200 400 800
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. All data and materials (c) copyright 2016. All rights reserved.

ORDINANCE 2017-27

TO BE ENTITLED: "AN ORDINANCE TO ZONE 17.59 ACRES SPECIFIC DEVELOPMENT DISTRICT- SD-R 1.71 DISTRICT, CONVENTIONAL DEVELOPMENT STANDARD OVERLAY, GOOSE CREEK CHARACTER AREA (GCCO-6) OVERLAY, FOR THREE PROPERTIES ADJACENT TO AND INCLUDING 4360 LONG LANE, MOSS PROPERTY PUD SUBDIVISION."

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

WHEREAS, the Specific Development District SD-R 1.71 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 2017-39 approving a Planned Unit Development (PUD) Development Plan as required by the Franklin Zoning Ordinance; and

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

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification to Specific Development District SD-R 1.71 District:

PREMISES CONSIDERED	
Map-Parcel	Acres
106---18002	1.83
106---18003	0.36
106---18001	15.39
Total	17.59

Map 106, Parcel No. 180.01
William B. Moss

Beginning at a point, said point being located at the southernmost point of this tract, and indicated as POB #1 on the attached exhibit, and proceeding as follows;

Thence, continuing N00°44'01"E, a distance of 487.57 feet to a point;
thence, N06°24'59"W, a distance of 53.10 feet to a point;
thence, N18°30'59"W, a distance of 54.91 feet to a point;
thence, N31°34'59"W, a distance of 52.76 feet to a point;
thence, N47°30'05"W, a distance of 47.36 feet to a point;

thence, N54°14'14"E, a distance of 41.07 feet to a point;
thence, S82°08'44"E, a distance of 301.11 feet to a point;
thence, N77°53'16"E, a distance of 12.98 feet to a point;
thence, N38°52'16"E, a distance of 14.25 feet to a point;
thence, N19°32'36"E, a distance of 251.97 feet to a point;
thence, N46°19'26"E, a distance of 649.66 feet to a point;
thence, N72°13'16"E, a distance of 606.76 feet to a point;
thence, S06°40'15"W, a distance of 219.78 feet to a point;
thence, S46°17'35"W, a distance of 1,908.98 feet to the POINT OF BEGINNING.

Containing 670,540.05 square feet or 15.3935 acres, more or less.

The aforementioned property is on a parcel of land owned by William B. Moss, as shown on Tax Map No. 106, Parcel No. 180.01 and recorded in Deed Book 5465, Page 77 with the Williamson County Register of Deeds.

Parcel 180.02
05-08-17

Map 106, Parcel No. 180.02
Barry and Dawn Moss

Beginning at a point, said point being located at the southernmost point of this tract, and indicated as POB #2 on the attached exhibit, and proceeding as follows;

Thence, continuing, N63°33'31"W, a distance of 66.51 feet to a point;
thence, N38°09'46"E, a distance of 285.99 feet to a point;
thence, S72°27'33"E, a distance of 198.22 feet to a point;
thence continue easterly along said line, a distance of 110.67 feet;
thence, S19°32'16"W, a distance of 174.77 feet to a point;
thence, S38°52'16"W, a distance of 14.25 feet to a point;
thence, S77°53'16"W, a distance of 12.98 feet to a point;
thence, N82°08'44"W, a distance of 301.11 feet to a point;
thence, S54°14'14"W, a distance of 41.07 feet to the POINT OF BEGINNING.

Containing 79,697.38 square feet or 1.8296 acres, more or less.

The aforementioned property is on a parcel of land owned by Barry and Dawn Moss, as shown on Tax Map No. 106, Parcel No. 180.02 and recorded in Deed Book 6924, Page 295 with the Williamson County Register of Deeds.

Parcel 180.03
05-08-17

Map 106, Parcel No. 180.03
Barry Moss

Beginning at a point, said point being located at the southernmost point of this tract, and indicated as POB #3 on the attached exhibit, and proceeding as follows;

Thence, continuing N72°27'33"W, a distance of 110.67 feet to a point;
thence, N59°54'52"E, a distance of 92.53 feet to a point;
thence, N50°38'40"E, a distance of 485.00 feet to a point;
thence, N48°21'33"E, a distance of 104.77 feet to a point;
thence, N46°27'58"E, a distance of 40.00 feet to a point;
thence continue northeasterly along said line, a distance of 53.60 feet;
thence, S46°19'26"W, a distance of 649.66 feet to a point;
thence, S19°33'22"W, a distance of 77.21 feet to the POINT OF BEGINNING.

Containing 16,063.05 square feet or 0.3688 acres, more or less.

The aforementioned property is on a parcel of land owned by Barry Moss, as shown on Tax Map No. 106, Parcel No. 180.03 and recorded in Deed Book 6599, Page 425 with the Williamson County Register of Deeds.

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

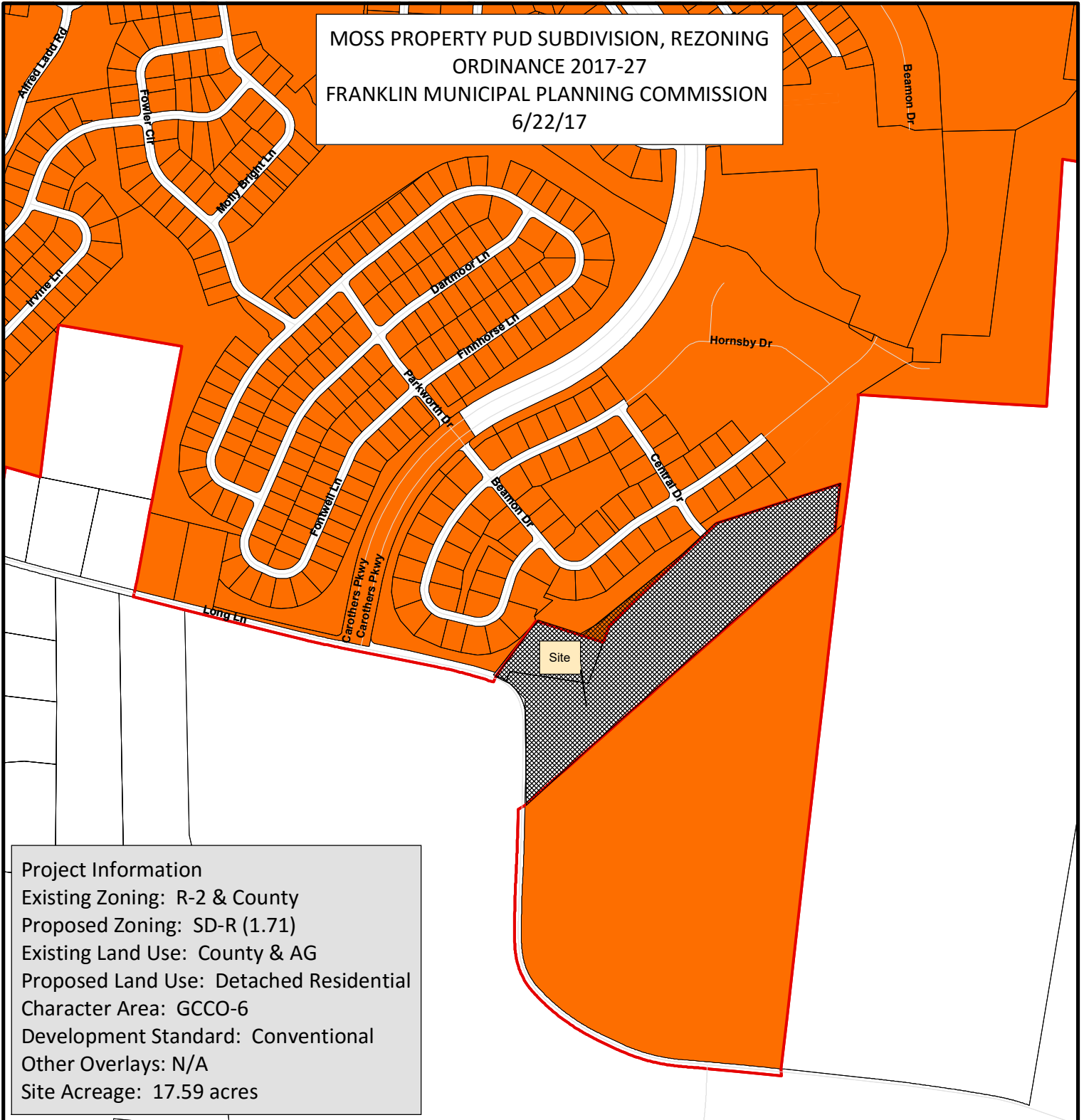
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

MOSS PROPERTY PUD SUBDIVISION, REZONING
ORDINANCE 2017-27
FRANKLIN MUNICIPAL PLANNING COMMISSION
6/22/17



Project Information

Existing Zoning: R-2 & County
Proposed Zoning: SD-R (1.71)
Existing Land Use: County & AG
Proposed Land Use: Detached Residential
Character Area: GCCO-6
Development Standard: Conventional
Other Overlays: N/A
Site Acreage: 17.59 acres

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



0 200 400 800
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.
All data and materials (c) copyright 2016. All rights reserved.

MOSS PROPERTY PUD REZONING AND ANNEXATION REQUEST

MAP 106, PARCELS 180.01 & 180.02
FRANKLIN, TENNESSEE

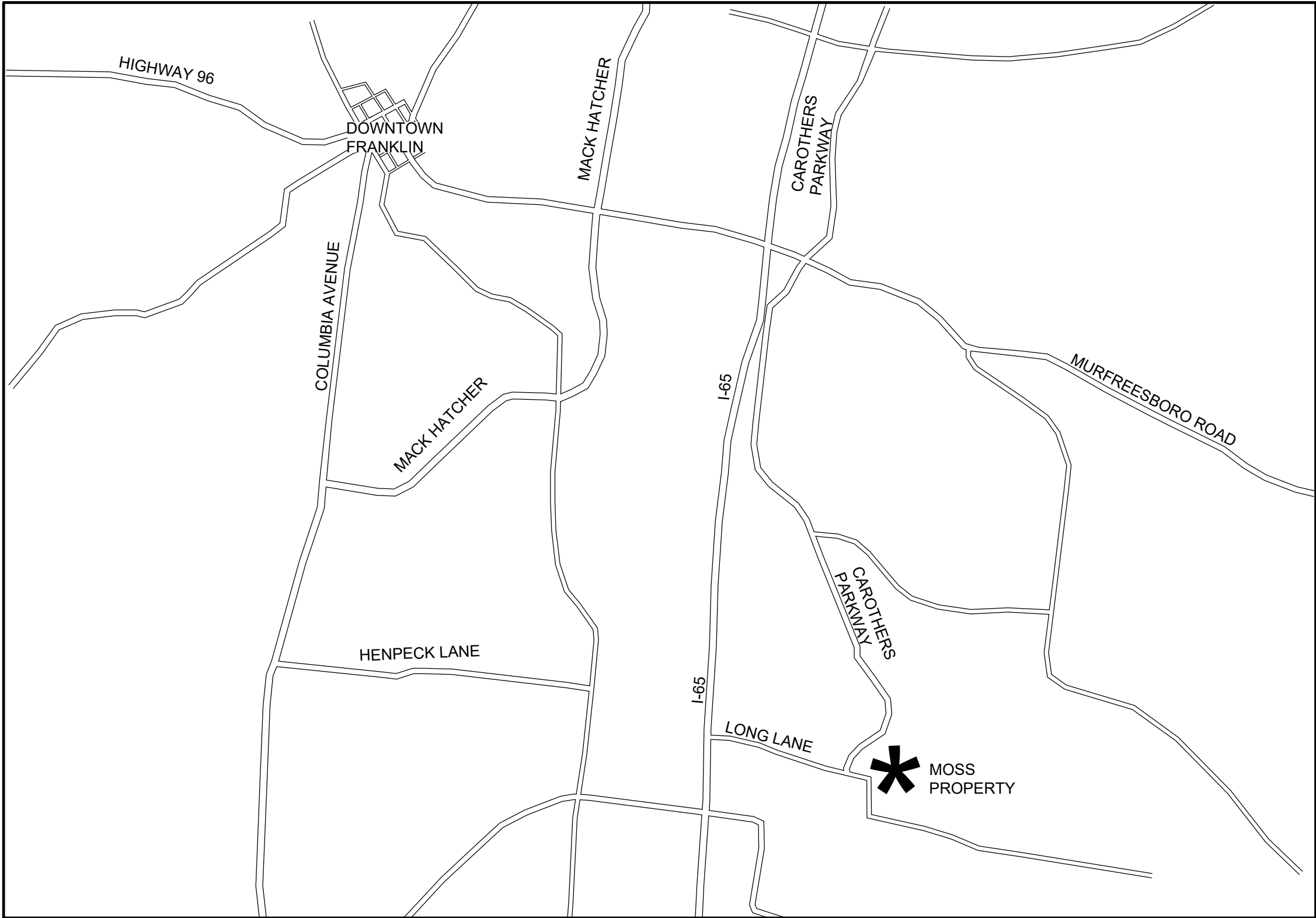
OWNER:
WILLIAM BARRY MOSS
4360 LONG LANE
FRANKLIN, TN 37064

DEVELOPER:
THE JONES COMPANY
DAVE PITTA
1221 LIBERTY PIKE
FRANKLIN, TN 37067
(615) 804-4724
davepitta@livejones.com

APPLICANT/LAND PLANNER:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE, RLA
144 SOUTHEAST PARKWAY, SUITE 200
FRANKLIN, TN 37064
(615) 975-5765
greggamble209@gmail.com

CIVIL ENGINEER:
SULLIVAN ENGINEERING
DICKIE SULLIVAN
317 MAIN STREET, SUITE 201
FRANKLIN, TN 37064
(615) 645-3858
dickie@sullivanengineering.com

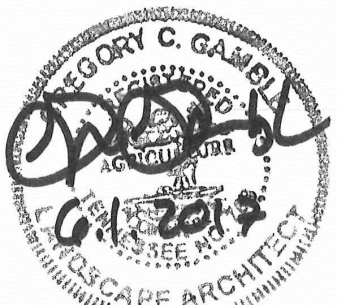
SURVEY DATA PROVIDED BY:
HFR SURVEY
MICHAEL STORY, RLS
214 CENTERVIEW DRIVE, SUITE 300
BRENTWOOD, TN 37027
(615) 370-8500



INDEX OF SHEETS

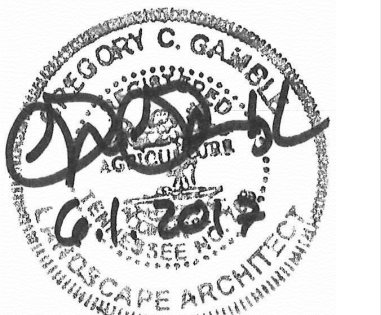
SHEET	DESCRIPTION
C 0.0	COVER SHEET AND LOCATION MAP
C 1.0	OVERALL EXISTING CONDITIONS
C 1.1	ENLARGED EXISTING CONDITIONS

10TH CIVIL DISTRICT OF WILLIAMSON COUNTY
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE



MAY 8, 2017
COF # 6441

Revisions
1. JUNE 1, 2017



ISSUED: APRIL 10, 2017

Revision Date	
1/ June 1, 2017	
2/	
3/	
4/	

OVERALL
EXISTING
CONDITIONS

CI.0
COF # 6440

SITE DATA

PROJECT NAME:	MOSS PROPERTY PUD REZONING AND ANNEXATION REQUEST
PROJECT #:	6440
SUBDIVISION:	N/A
LOT NUMBER:	N/A
ADDRESS:	4360 LONG LANE
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	10TH OF WILLIAMSON COUNTY
EXISTING ZONING :	MGA-1
PROPOSED ZONING:	SD-R (1.71)
CHARACTER AREA OVERLAY:	GCCO-6
OTHER APPLICABLE OVERLAYS:	N/A
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
ACREAGE OF SITE:	17.59 AC (TOTAL SITE) 15.39 AC (106---18001) 1.83 AC (106---18002) 0.37 AC(106---18003)
MINIMUM REQUIRED SETBACK LINES:	15'
YARD FRONTING ANY STREET:	5'
SIDE YARD:	5'
CORNER SIDE YARD:	15'
REAR YARD:	10'
OWNER:	WILLIAM BARRY MOSS 4360 LONG LANE FRANKLIN, TN 37064
APPLICANT:	GAMBLE DESIGN COLLABORATIVE 144 S.E. PARKWAY, SUITE 200 FRANKLIN, TN 37064 GREG GAMBLE (615) 975-5765 greggambledesign@gmail.com
BUILDING SQUARE FOOTAGE:	N/A
BUILDING HEIGHT:	2 STORY
LANDSCAPE SURFACE RATIO:	20 (153,244 SF REQUIRED) 56 (428,047 SF PROVIDED)
MINIMUM PARKING REQUIREMENT:	2 SPACES PER HOME
EXISTING PARKING:	N/A
PARKING PROVIDED:	1.71 DLJA 149,338 SF (19% OF TOTAL SITE)
RESIDENTIAL DENSITY:	30 X 1200SF = 36,000SF
PARKLAND:	FEES IN LIEU 15% REQUIRED (2.64 AC) 56% PROVIDED (9.83 AC) 1.18 AC 8.65 AC PROVIDED
OPEN SPACE:	
FORMAL:	
INFORMAL:	

500' ADJACENT PROPERTY OWNERS

PARCEL NUMBER	PROPERTY ADDRESS	OWNER	OWNER STREET	CITY	STATE	ZIP	ZONING	CHARACTER AREA	DEVELOPMENT STANDARD
106---17900	4341 LONG LN	MOSS BLANCHE C FAMILY PTNRS L	9226 BRUSHBORO DR	BRENTWOOD	TN	37027	R-1 (Williamson Co.)	Williamson County	Williamson County
106---18000	CAROTHERS PKWY	TEDEAN LP	317 MAIN ST 201	FRANKLIN	TN	37064	R-2	GCCO-6	Conventional
106---18001	4360 LONG LN	MOSS WILLIAM BARRY	4360 LONG LN	FRANKLIN	TN	37064	MGA-1 (Williamson Co.)	GCCO-6	Conventional
106---18002	CAROTHERS PKWY	LADD ALFRED	1116 SNEED GLEN DR	FRANKLIN	TN	37069	MGA-1 (Williamson Co.)	GCCO-6	Conventional
106---18003	CAROTHERS PKWY	PROPST REALTY NASHVILLE LLC	305 CHURCH ST #715	HUNTSVILLE	AL	35801	R-2	GCCO-6	Conventional
106---18134	CAROTHERS PKWY	PROPST REALTY NASHVILLE LLC	305 CHURCH ST #715	HUNTSVILLE	AL	35801	R-2	GCCO-6	Conventional
106---18139	CAROTHERS PKWY	TEDEAN LP	317 MAIN ST 201	FRANKLIN	TN	37064	R-2	GCCO-6	Conventional
106---18141	CAROTHERS PKWY	PROPST REALTY NASHVILLE LLC	305 CHURCH ST #715	HUNTSVILLE	AL	35801	R-2	GCCO-6	Conventional
106M-800100	901 HORNSBY DR	BRENLEY CROSSING PARTNERS LLC	3545 MARKET ST	HOOVER	AL	35226	R-2	GCCO-6	Conventional
106M-800200	923 HORNSBY DR	BRENLEY CROSSING PARTNERS LLC	3545 MARKET ST	HOOVER	AL	35226	R-2	GCCO-6	Conventional
106M-800300	929 HORNSBY DR	BRENLEY CROSSING PARTNERS LLC	3545 MARKET ST	HOOVER	AL	35226	R-2	GCCO-6	Conventional
106M-800400	935 HORNSBY DR	BRENLEY CROSSING PARTNERS LLC	3545 MARKET ST	HOOVER	AL	35226	R-2	GCCO-6	Conventional
106M-800500	941 HORNSBY DR	BRENLEY CROSSING PARTNERS LLC	3545 MARKET ST	HOOVER	AL	35226	R-2	GCCO-6	Conventional
106M-800600	947 HORNSBY DR	BRENLEY CROSSING PARTNERS LLC	3545 MARKET ST	HOOVER	AL	35226	R-2	GCCO-6	Conventional
106M-800700	953 HORNSBY DR	BRENLEY CROSSING PARTNERS LLC	3545 MARKET ST	HOOVER	AL	35226	R-2	GCCO-6	Conventional
106M-800800	959 HORNSBY DR	BRENLEY CROSSING PARTNERS LLC	3545 MARKET ST	HOOVER	AL	35226	R-2	GCCO-6	Conventional
106M-801800	225 BEAMON DR	BRENLEY CROSSING PARTNERS LLC	3545 MARKET ST	HOOVER	AL	35226	R-2	GCCO-6	Conventional
106M-801900	303 BEAMON DR	PROPST REALTY NASHVILLE LLC	305 CHURCH ST #715	HUNTSVILLE	AL	35801	R-2	GCCO-6	Conventional
106M-802000	224 BEAMON DR	BRENLEY CROSSING PARTNERS LLC	3545 MARKET ST	HOOVER	AL	35226	R-2	GCCO-6	Conventional
106M-802100	912 HORNSBY DR	DOUGLASS STEPHEN K	912 HORNSBY DR	FRANKLIN	TN	37064	R-2	GCCO-6	Conventional
106M-802200	918 HORNSBY DR	BRENLEY CROSSING PARTNERS LLC	3545 MARKET ST	HOOVER	AL	35226	R-2	GCCO-6	Conventional
106M-802300	924 HORNSBY DR	BRENLEY CROSSING PARTNERS LLC	3545 MARKET ST	HOOVER	AL	35226	R-2	GCCO-6	Conventional
106M-802400	930 HORNSBY DR	BRENLEY CROSSING PARTNERS LLC	3545 MARKET ST	HOOVER	AL	35226	R-2	GCCO-6	Conventional
106M-802500	936 HORNSBY DR	BRENLEY CROSSING PARTNERS LLC	3545 MARKET ST	HOOVER	AL	35226	R-2	GCCO-6	Conventional
106M-802600	942 HORNSBY DR	GOOCH RYAN M	942 HORNSBY DR	FRANKLIN	TN	37064	R-2	GCCO-6	Conventional
106M-803300	HORNSBY DR	PROPST REALTY NASHVILLE LLC	305 CHURCH ST #715	HUNTSVILLE	AL	35801	R-2	GCCO-6	Conventional
106M-803400	HORNSBY DR	PROPST REALTY NASHVILLE LLC	305 CHURCH ST #715	HUNTSVILLE	AL	35801	R-2	GCCO-6	Conventional
106M-803500	HORNSBY DR	PROPST REALTY NASHVILLE LLC	305 CHURCH ST #715	HUNTSVILLE	AL	35801	R-2	GCCO-6	Conventional
117---03600	LONG LN	RICHARDSON BRAXTON R III	716 EDELBLUT DR	SILVER SPRINGS	MD	20901	MGA-1 (Williamson Co.)	Williamson County	Williamson County

LEGAL DESCRIPTIONS

PARCEL 180.01

Map 106, Parcel No. 180.01
William B. Moss

Beginning at a point, said point being located at the southernmost point of this tract, and indicated as POB #1 on the attached exhibit, and proceeding as follows:
Thence, continuing N00°40'1"E, a distance of 487.57 feet to a point;
thence, N06°24'59"W, a distance of 53.10 feet to a point;
thence, N18°30'59"W, a distance of 54.91 feet to a point;
thence, N31°24'59"W, a distance of 52.76 feet to a point;
thence, N47°30'05"W, a distance of 47.36 feet to a point;
thence, N54°14'14"E, a distance of 41.07 feet to a point;
thence, S82°08'44"E, a distance of 301.11 feet to a point;
thence, N77°33'16"E, a distance of 12.98 feet to a point;
thence, N38°52'16"E, a distance of 14.25 feet to a point;
thence, N19°32'36"E, a distance of 251.97 feet to a point;
thence, N46°19'26"E, a distance of 649.66 feet to a point;
thence, N72°13'16"E, a distance of 606.76 feet to a point;
thence, S06°40'15"W, a distance of 219.78 feet to a point;
thence, S46°17'35"W, a distance of 1,908.98 feet to the POINT OF BEGINNING.
Containing 670,540.05 square feet or 15.3935 acres, more or less.
The aforementioned property is on a parcel of land owned by William B. Moss, as shown on Tax Map No. 106, Parcel No. 180.01 and recorded in Deed Book 5465, Page 77 with the Williamson County Register of Deeds.

- NOTE:
1. ALL PARCELS ARE INCLUDED IN PUD DEVELOPMENT PLAN AND REZONING REQUEST.
2. ONLY PARCEL 180.01 IS INCLUDED IN ANNEXATION

PARCEL 180.02

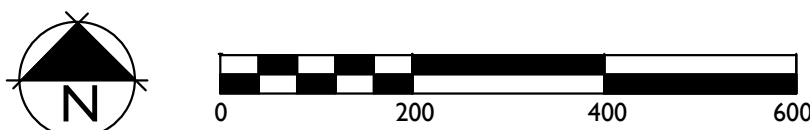
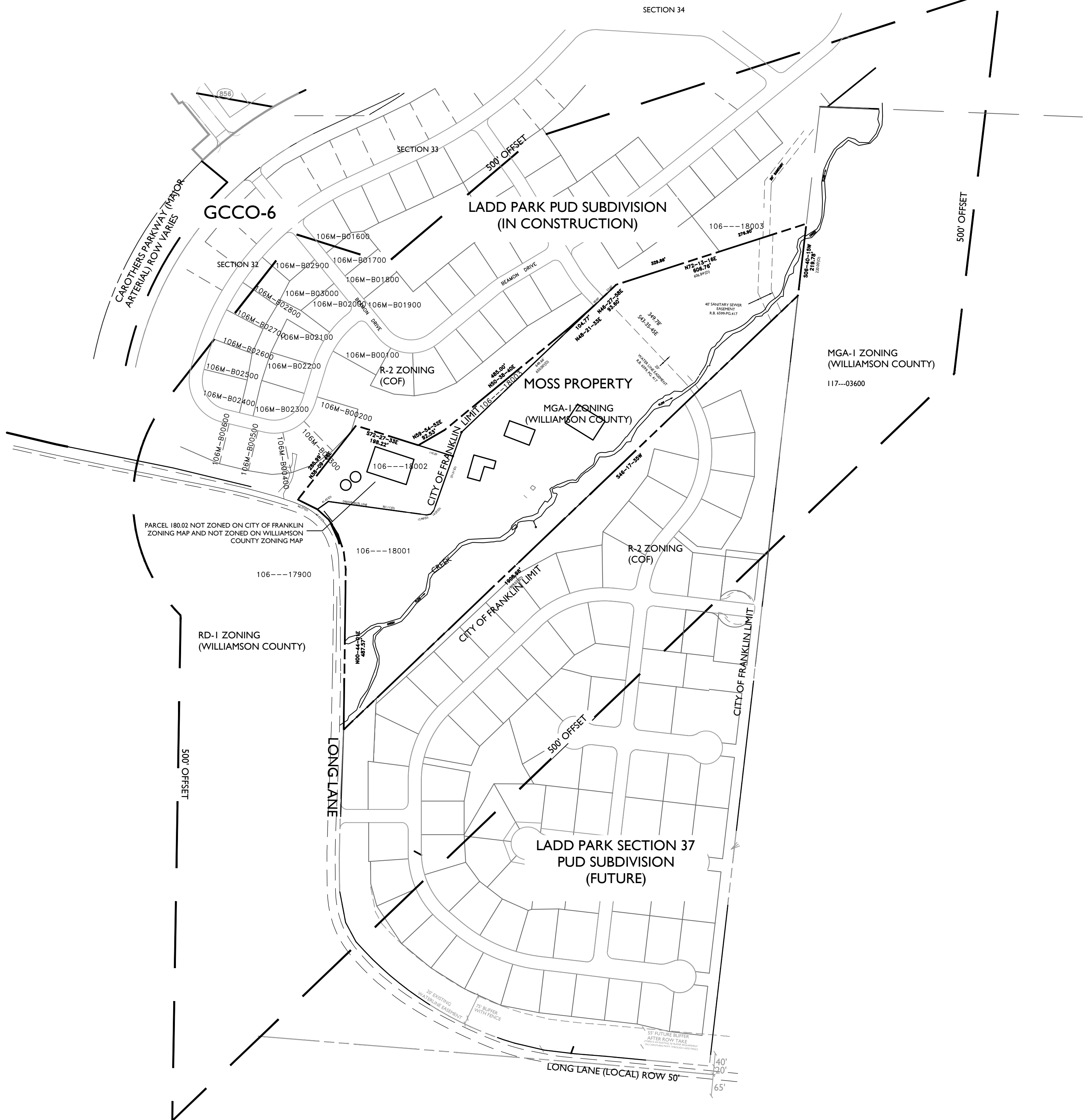
Map 106, Parcel No. 180.02
Barry and Dawn Moss

Beginning at a point, said point being located at the southernmost point of this tract, and indicated as POB #2 on the attached exhibit, and proceeding as follows:
Thence, continuing N63°33'31"W, a distance of 66.51 feet to a point;
thence, N38°09'46"E, a distance of 285.99 feet to a point;
thence, S72°27'33"E, a distance of 198.22 feet to a point;
thence continue easterly along said line, a distance of 110.67 feet;
thence, S19°32'14"W, a distance of 174.77 feet to a point;
thence, S38°52'16"W, a distance of 14.25 feet to a point;
thence, S77°53'16"W, a distance of 12.98 feet to a point;
thence, S82°08'44"E, a distance of 301.11 feet to a point;
thence, S54°14'14"W, a distance of 41.07 feet to the POINT OF BEGINNING.
Containing 79,697.38 square feet or 1.8296 acres, more or less.
The aforementioned property is on a parcel of land owned by Barry and Dawn Moss, as shown on Tax Map No. 106, Parcel No. 180.02 and recorded in Deed Book 6924, Page 295 with the Williamson County Register of Deeds.

PARCEL 180.03

Map 106, Parcel No. 180.03
Barry Moss

Beginning at a point, said point being located at the southernmost point of this tract, and indicated as POB #3 on the attached exhibit, and proceeding as follows:
Thence, continuing N72°27'33"W, a distance of 110.67 feet to a point;
thence, N59°54'52"E, a distance of 92.53 feet to a point;
thence, N50°38'40"E, a distance of 485.00 feet to a point;
thence, N48°21'33"E, a distance of 104.77 feet to a point;
thence, N46°27'58"E, a distance of 40.00 feet to a point;
thence continue northeasterly along said line, a distance of 53.60 feet;
thence, S46°17'26"W, a distance of 649.66 feet to a point;
thence, S19°32'22"W, a distance of 77.21 feet to the POINT OF BEGINNING.
Containing 16,063.05 square feet or 0.3688 acres, more or less.
The aforementioned property is on a parcel of land owned by Barry Moss, as shown on Tax Map No. 106, Parcel No. 180.03 and recorded in Deed Book 6599, Page 425 with the Williamson County Register of Deeds.

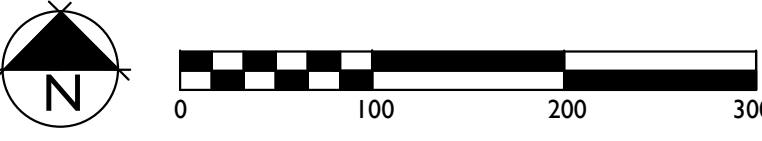
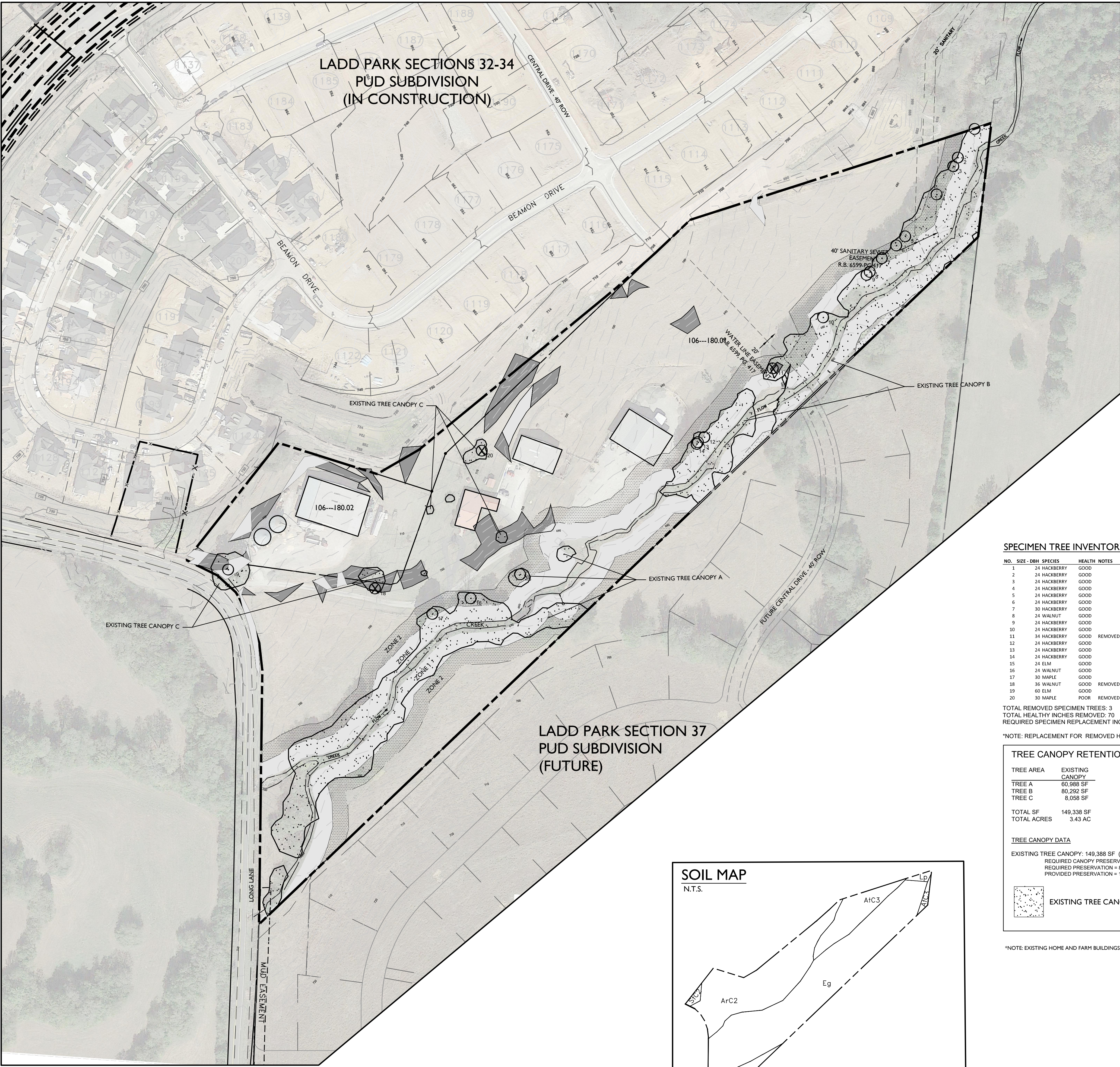


BOUNDARY AND TOPOGRAPHY SURVEY PROVIDED BY:

HFR DESIGN
MICHAEL STORY RLS, TN # 1989
214 CENTERVIEW DRIVE, SUITE 300
BRENTWOOD, TN 37027
(615) 370-8500

NOTE:
HFR PROVIDED THE BOUNDARY SURVEY, TREE SURVEY AND FIELD TOPOGRAPHIC SURVEY INSIDE THE STREAM BUFFER, ON ADJOINING PROPERTIES AND ALONG LONG LANE. OLDER FIELD SURVEY BY HFR AND PROPOSED DEVELOPMENT PLANS BY SEI WERE USED TO GENERATE THIS INFORMATION. THE REMAINING INFORMATION ON THE MOSS PROPERTY WAS TAKEN FROM THE FRANKLIN GIS BUT TIED VERY CLOSE TO THE FIELD SURVEY DATA.

AT SITE PLAN THE ENTIRE MOSS PROPERTY WILL HAVE A NEW FIELD RUN TOPO.



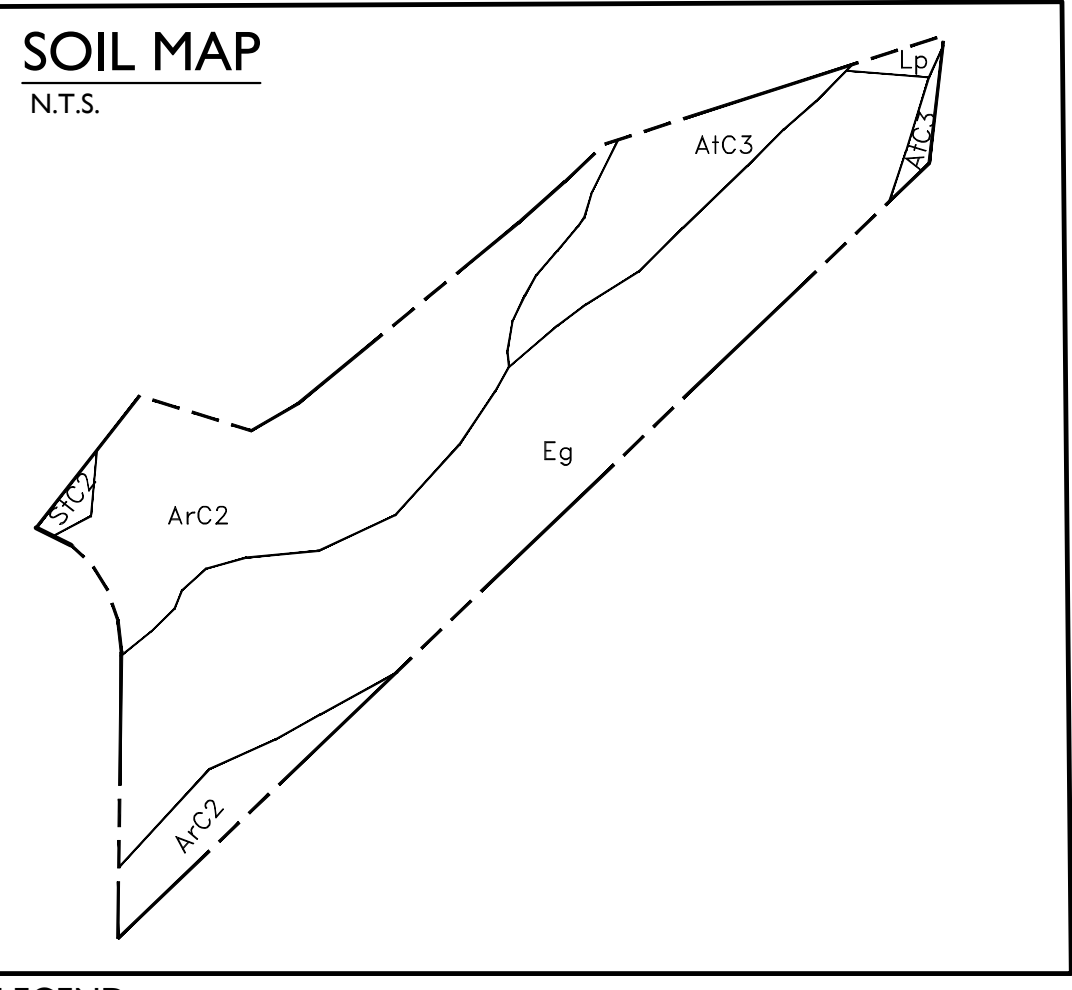
BOUNDARY AND TOPOGRAPHY SURVEY PROVIDED BY:
HFR DESIGN
MICHAEL STORY RLS, TN# 1989
214 CENTERVIEW DRIVE, SUITE 300
BENTWOOD, TN 37027
(615) 370-8500

MINERAL RIGHTS:
NO MINERAL RIGHTS ARE HELD BY PARTIES OUTSIDE OF THE OWNER.

NOTE:
HFR PROVIDED THE BOUNDARY SURVEY, TREE SURVEY AND
FIELD TOPOGRAPHIC SURVEY INSIDE THE STREAM BUFFER.
ON ADJOINING PROPERTIES AND ALONG LONG LANE, OLDER
FIELD SURVEY BY HFR AND PROPOSED DEVELOPMENT PLANS
BY SEI WERE USED TO GENERATE THIS INFORMATION. THE
REMAINING INFORMATION ON THE MOSS PROPERTY WAS
TAKEN FROM THE FRANKLIN GIS BUT TIED VERY CLOSE TO
THE FIELD SURVEY DATA.

AT SITE PLAN THE ENTIRE MOSS PROPERTY WILL HAVE A NEW
FIELD RUN TOPO.

AERIAL IMAGE: C 2017 GOOGLE,
MAP DATA: C 2017 GOOGLE



LEGEND

ArC2 ARMOUR SILT LOAM; 5% TO 12% SLOPES, ERODED
ArC3 ARMOUR SILTY CLAY LOAM; 5% TO 12% SLOPES, SEVERELY ERODED
Eg EGAM SILT LOAM, PHOSPHATIC
Lp LINDELL SILT LOAM; 0% TO 2% SLOPES, OCCASIONALLY FLOODED
ScC2 STIVERSVILLE SILT LOAM, 5% TO 12% SLOPES, ERODED

SPECIMEN TREE INVENTORY

NO.	SIZE - DBH	SPECIES	HEALTH	NOTES
1	24	HACKBERRY	GOOD	
2	24	HACKBERRY	GOOD	
3	24	HACKBERRY	GOOD	
4	24	HACKBERRY	GOOD	
5	24	HACKBERRY	GOOD	
6	24	HACKBERRY	GOOD	
7	30	HACKBERRY	GOOD	
8	24	WALNUT	GOOD	
9	24	HACKBERRY	GOOD	
10	24	HACKBERRY	GOOD	
11	34	HACKBERRY	GOOD	REMOVED
12	24	HACKBERRY	GOOD	
13	24	HACKBERRY	GOOD	
14	24	HACKBERRY	GOOD	
15	24	ELM	GOOD	
16	24	WALNUT	GOOD	
17	30	MAPLE	GOOD	
18	36	WALNUT	GOOD	REMOVED
19	60	ELM	GOOD	
20	30	MAPLE	POOR	REMOVED

TOTAL REMOVED SPECIMEN TREES: 3
TOTAL HEALTHY INCHES REMOVED: 70
REQUIRED SPECIMEN REPLACEMENT INCHES: 140

*NOTE: REPLACEMENT FOR REMOVED HEALTHY INCHES IS 2:1

TREE CANOPY RETENTION

TREE AREA	EXISTING CANOPY
TREE A	60,988 SF
TREE B	80,292 SF
TREE C	8,058 SF
TOTAL SF	149,338 SF
TOTAL ACRES	3.43 AC

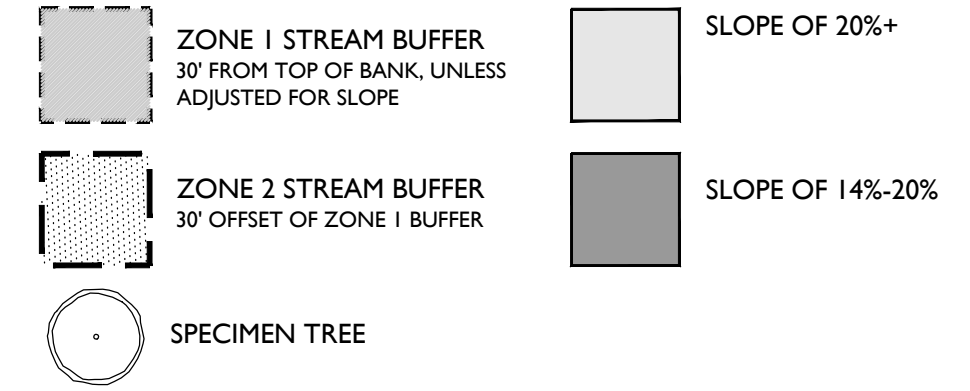
TREE CANOPY DATA

EXISTING TREE CANOPY: 149,338 SF (19% OF TOTAL SITE)
REQUIRED CANOPY PRESERVATION = 54%
REQUIRED PRESERVATION = 80,843 SF (1.85 AC)
PROVIDED PRESERVATION = 135,270 SF (91% OF CANOPY)



*NOTE: EXISTING HOME AND FARM BUILDINGS TO BE REMOVED.

KEY



SITE DATA

PROJECT NAME:	MOSS PROPERTY PUD REZONING AND ANNEXATION REQUEST
PROJECT #:	6440
SUBDIVISION:	N/A
LOT NUMBER:	N/A
ADDRESS:	4360 LONG LANE
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	10TH OF WILLIAMSON COUNTY
EXISTING ZONING:	MGA-1
PROPOSED ZONING:	SD-R (1.71)
CHARACTER AREA OVERLAY:	GCCO-6
OTHER APPLICABLE OVERLAYS:	N/A
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
ACREAGE OF SITE:	17.59 AC (TOTAL SITE) 15.39 AC (106---18001) 1.83 AC (106---18002) 0.37 AC (106---18003)
MINIMUM REQUIRED SETBACK LINES:	
YARD FRONTING ANY STREET:	15'
SIDE YARD:	5'
CORNER SIDE YARD:	15'
REAR YARD:	10'
OWNER:	WILLIAM BARRY MOSS 4360 LONG LANE FRANKLIN, TN 37064
APPLICANT:	GAMBLE DESIGN COLLABORATIVE 144 S.E. PARKWAY, SUITE 200 FRANKLIN, TN 37064 GREG GAMBLE (615) 975-5765 greggamble209@gmail.com
BUILDING SQUARE FOOTAGE:	N/A
BUILDING HEIGHT:	2 STORY
LANDSCAPE SURFACE RATIO:	.20 (153,244 SF REQUIRED) .56 (428,047 SF PROVIDED)
MINIMUM PARKING REQUIREMENT:	2 SPACES PER HOME
EXISTING PARKING:	N/A
PARKING PROVIDED:	1.71 DUA
RESIDENTIAL DENSITY:	149,338 SF (19% OF TOTAL SITE)
TREE CANOPY:	30 X 1200SF = 36,000SF
PARKLAND:	FEES IN LIEU
OPEN SPACE:	15% REQUIRED (2.64 AC) 56% PROVIDED (9.83 AC)
FORMAL:	1.18 AC
INFORMAL:	8.65 AC PROVIDED

STATEMENT OF IMPACTS:

WATER:
WATER SERVICE WILL BE PROVIDED BY MILGROFTON UTILITY DISTRICT. WATER MAINS ARE LOCATED IN LONG LANE AND IN CENTRAL DRIVE.
30SFU * 350 GPD = 10,500 GPD

SEWER:
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN WILL CONNECT TO MAIN LINE RUNNING FROM LADD PARK SECTION 34 TO LADD PARK SECTION 37. THIS LINE RUNS DOWN CENTRAL DRIVE THROUGH THIS SECTION.

REPURIFIED (REUSE) WATER FACILITIES:
NOT AVAILABLE

STREET NETWORK:
LONG LANE IS A LOCAL ROAD IN FRONT OF THIS PROPERTY. TO THE EAST OF THIS PROPERTY LONG LANE IS A MINOR COLLECTOR. CENTRAL DRIVE, A LOCAL ROAD, CONTINUES ACROSS THIS PROPERTY AND CONNECTS TWO SECTIONS OF LADD PARK. LOCAL ROAD 'A' PROVIDES A CONNECTION TO LONG LANE, AND THROUGH THIS NETWORK PROVIDES ANOTHER MEANS OF INGRESS/EGRESS TO THE LADD PARK COMMUNITY.

DRAINAGE FACILITIES:
THE STORM DRAINAGE IS HANDLED BY A DETENTION POND AND THEN TREATED WITH BIO-RETENTION.

POLICE, FIRE AND RECREATIONAL FACILITIES:
POLICE - 900 COLUMBIA AVE., 7.4 MILES
FIRE - STATION #2, 907 MURFREESBORO RD., 5.5 MILES
RECREATIONAL - WINSTEAD HILL PARK, 4023 COLUMBIA AVE., 6.8 MILES

PROJECTED STUDENT POPULATION:
30 X 0.64 STUDENTS = 20 PROJECTED STUDENTS

REFUSE COLLECTION:
REFUSE COLLECTION SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE DEPARTMENT.

RESTRICTIVE COVENANTS:
THIS PUD WILL HAVE A HOMEOWNERS ASSOCIATION.

LAND USE PLAN COMPLIANCE:

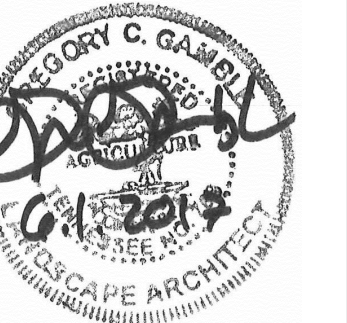
CHARACTER AREA: GCCO-6
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
ENVISION FRANKLIN: SINGLE FAMILY RESIDENTIAL

IN COMPLIANCE WITH BOTH THE GOCO AND ENVISION FRANKLIN, THE MOSS PROPERTY PUD HAS BEEN DESIGNED WITH SINGLE-FAMILY HOMES. THIS NEW DEVELOPMENT WAS DESIGNED TO BE CONSISTENT WITH THE HIGHLANDS AT LADD PARK COMMUNITY, WHICH FLANKS THIS NARROW PROPERTY ON TWO SIDES. SINGLE-FAMILY HOME LOTS ARE COMPARABLE IN SIZE TO THE ADJACENT LADD PARK. MOST OF THE OPEN SPACE IS ON THE SOUTH SIDE OF THE PROPERTY WHICH PRESERVES A STREAM AND STREAM BUFFER FEATURE.

LOCAL COMPATIBILITY AND DESIGN CONCEPT:

THE MOSS PROPERTY WAS CONSIDERED AS A POTENTIAL ADDITION TO THE HIGHLANDS AT LADD PARK DEVELOPMENT IN EARLIER STAGES OF ITS DESIGN. WORKING WITH THE PROPERTY OWNER, THE DEVELOPMENT TEAM AT LADD PARK CREATED A MASTER PLAN THAT WOULD ALLOW FUTURE INTEGRATION OF THE MOSS PROPERTY INTO THE COMMUNITY. THIS WAS ACHIEVED BY DESIGNING CENTRAL DRIVE TO CROSS THE MOSS PROPERTY AND PROVIDE CONNECTION BETWEEN TWO NEIGHBORHOODS IN THE LADD PARK COMMUNITY. THE MOSS PROPERTY ALSO PROPOSES A CONNECTION BACK TO LONG LANE. THE SEGMENT OF CENTRAL DRIVE THAT CROSSES THIS PROPERTY, AS WELL AS LOCAL ROAD 'A', ARE BEING DESIGNED WITH A 40' ROW TO BE CONSISTENT WITH THE REST OF LADD PARK.

LOT SIZES ARE CONSISTENT WITH THE ADJACENT LADD PARK. THE DENSITY (1.71 DUA) OF THE MOSS PROPERTY IS ALSO CONSISTENT WITH THE ALMOST 2 DUA OF LADD PARK.

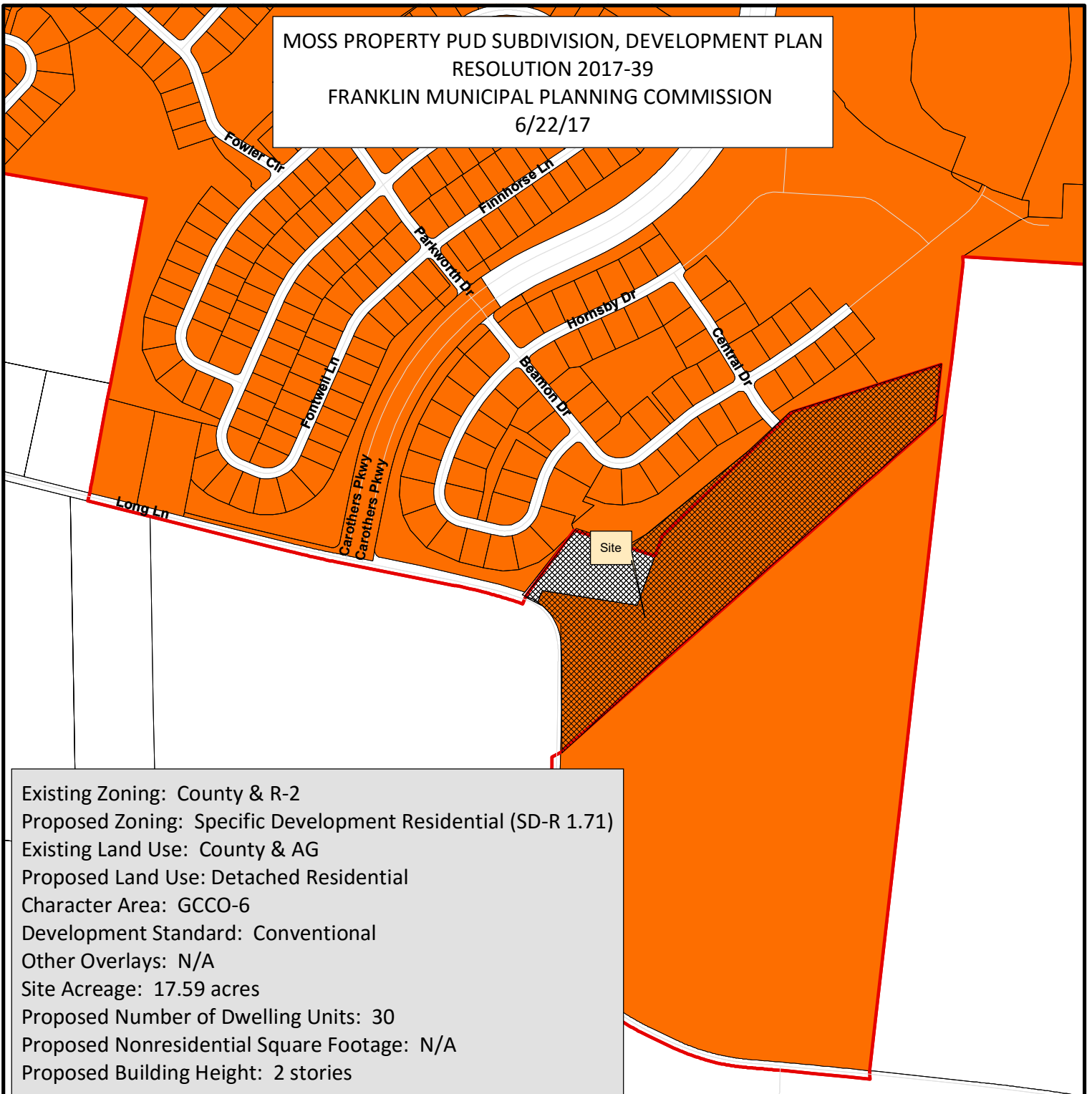


ISSUED: MAY 8, 2017

Revision Date	
1/1	June 1, 2017
2/1	
3/1	
4/1	

**ENLARGED
EXISTING
CONDITIONS**

MOSS PROPERTY PUD SUBDIVISION, DEVELOPMENT PLAN
 RESOLUTION 2017-39
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 6/22/17



Existing Zoning: County & R-2
 Proposed Zoning: Specific Development Residential (SD-R 1.71)
 Existing Land Use: County & AG
 Proposed Land Use: Detached Residential
 Character Area: GCCO-6
 Development Standard: Conventional
 Other Overlays: N/A
 Site Acreage: 17.59 acres
 Proposed Number of Dwelling Units: 30
 Proposed Nonresidential Square Footage: N/A
 Proposed Building Height: 2 stories

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



0 200 400 800
 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.
 All data and materials (c) copyright 2016. All rights reserved.

RESOLUTION 2017-39

TO BE ENTITLED: "A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR THE MOSS PROPERTY PUD SUBDIVISION, FOR THE PROPERTY LOCATED EAST OF CAROTHERS PARKWAY AND NORTH OF LONG LANE 4360 LONG LANE."

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, has, or will, approve the zoning for the property as part of Ordinance 2017-27; and

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

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

WHEREAS, the PUD process requires the approval of a Development Plan that is reviewed and approved by BOMA, after a public hearing and a recommendation by the Franklin Municipal Planning Commission; and

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

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

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

PREMISES CONSIDERED	
Map-Parcel	Acres
106---18001	15.39
106---18002	1.83
106---18003	0.36
Total	17.59

Parcel 180.01
05-08-17

Map 106, Parcel No. 180.01
William B. Moss

Beginning at a point, said point being located at the southernmost point of this tract, and indicated as POB #1 on the attached exhibit, and proceeding as follows;

Thence, continuing N00°44'01"E, a distance of 487.57 feet to a point;
thence, N06°24'59"W, a distance of 53.10 feet to a point;
thence, N18°30'59"W, a distance of 54.91 feet to a point;
thence, N31°34'59"W, a distance of 52.76 feet to a point;
thence, N47°30'05"W, a distance of 47.36 feet to a point;
thence, N54°14'14"E, a distance of 41.07 feet to a point;
thence, S82°08'44"E, a distance of 301.11 feet to a point;
thence, N77°53'16"E, a distance of 12.98 feet to a point;
thence, N38°52'16"E, a distance of 14.25 feet to a point;
thence, N19°32'36"E, a distance of 251.97 feet to a point;
thence, N46°19'26"E, a distance of 649.66 feet to a point;
thence, N72°13'16"E, a distance of 606.76 feet to a point;
thence, S06°40'15"W, a distance of 219.78 feet to a point;
thence, S46°17'35"W, a distance of 1,908.98 feet to the POINT OF BEGINNING.

Containing 670,540.05 square feet or 15.3935 acres, more or less.

The aforementioned property is on a parcel of land owned by William B. Moss, as shown on Tax Map No. 106, Parcel No. 180.01 and recorded in Deed Book 5465, Page 77 with the Williamson County Register of Deeds.

Parcel 180.02
05-08-17

Map 106, Parcel No. 180.02
Barry and Dawn Moss

Beginning at a point, said point being located at the southernmost point of this tract, and indicated as POB #2 on the attached exhibit, and proceeding as follows;

Thence, continuing, N63°33'31"W, a distance of 66.51 feet to a point;
thence, N38°09'46"E, a distance of 285.99 feet to a point;
thence, S72°27'33"E, a distance of 198.22 feet to a point;
thence continue easterly along said line, a distance of 110.67 feet;
thence, S19°32'16"W, a distance of 174.77 feet to a point;
thence, S38°52'16"W, a distance of 14.25 feet to a point;
thence, S77°53'16"W, a distance of 12.98 feet to a point;
thence, N82°08'44"W, a distance of 301.11 feet to a point;
thence, S54°14'14"W, a distance of 41.07 feet to the POINT OF BEGINNING.

Containing 79,697.38 square feet or 1.8296 acres, more or less.

The aforementioned property is on a parcel of land owned by Barry and Dawn Moss, as shown on Tax Map No. 106, Parcel No. 180.02 and recorded in Deed Book 6924, Page 295 with the Williamson County Register of Deeds.

Parcel 180.03
05-08-17

Map 106, Parcel No. 180.03
Barry Moss

Beginning at a point, said point being located at the southernmost point of this tract, and indicated as POB #3 on the attached exhibit, and proceeding as follows;

Thence, continuing N72°27'33"W, a distance of 110.67 feet to a point;
thence, N59°54'52"E, a distance of 92.53 feet to a point;
thence, N50°38'40"E, a distance of 485.00 feet to a point;
thence, N48°21'33"E, a distance of 104.77 feet to a point;
thence, N46°27'58"E, a distance of 40.00 feet to a point;
thence continue northeasterly along said line, a distance of 53.60 feet;
thence, S46°19'26"W, a distance of 649.66 feet to a point;
thence, S19°33'22"W, a distance of 77.21 feet to the POINT OF BEGINNING.

Containing 16,063.05 square feet or 0.3688 acres, more or less.

The aforementioned property is on a parcel of land owned by Barry Moss, as shown on Tax Map No. 106, Parcel No. 180.03 and recorded in Deed Book 6599, Page 425 with the Williamson County Register of Deeds.

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

SECTION III. That the overall entitlements for the Moss Property are as follows:

Entitlements	Moss Property
Base Zone District	County
Character Area Overlay	GCCO-6
Other Zoning Overlays	N/A
Development Standard	Conventional
Number of Dwelling Units	30
Number of Nonresidential Square Footage	N/A
Number of Hotel Rooms	N/A

Connectivity Index	
Open Space Requirements	Formal - 1.18 acres Informal – 8.65 acres
Number of Phases in Development	1

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

SECTION V. That this Resolution shall take effect from and after the passage of Ordinance 2017-27, on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN:

Eric S. Stuckey
City Administrator

Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE: _____ 4/18/2017 _____

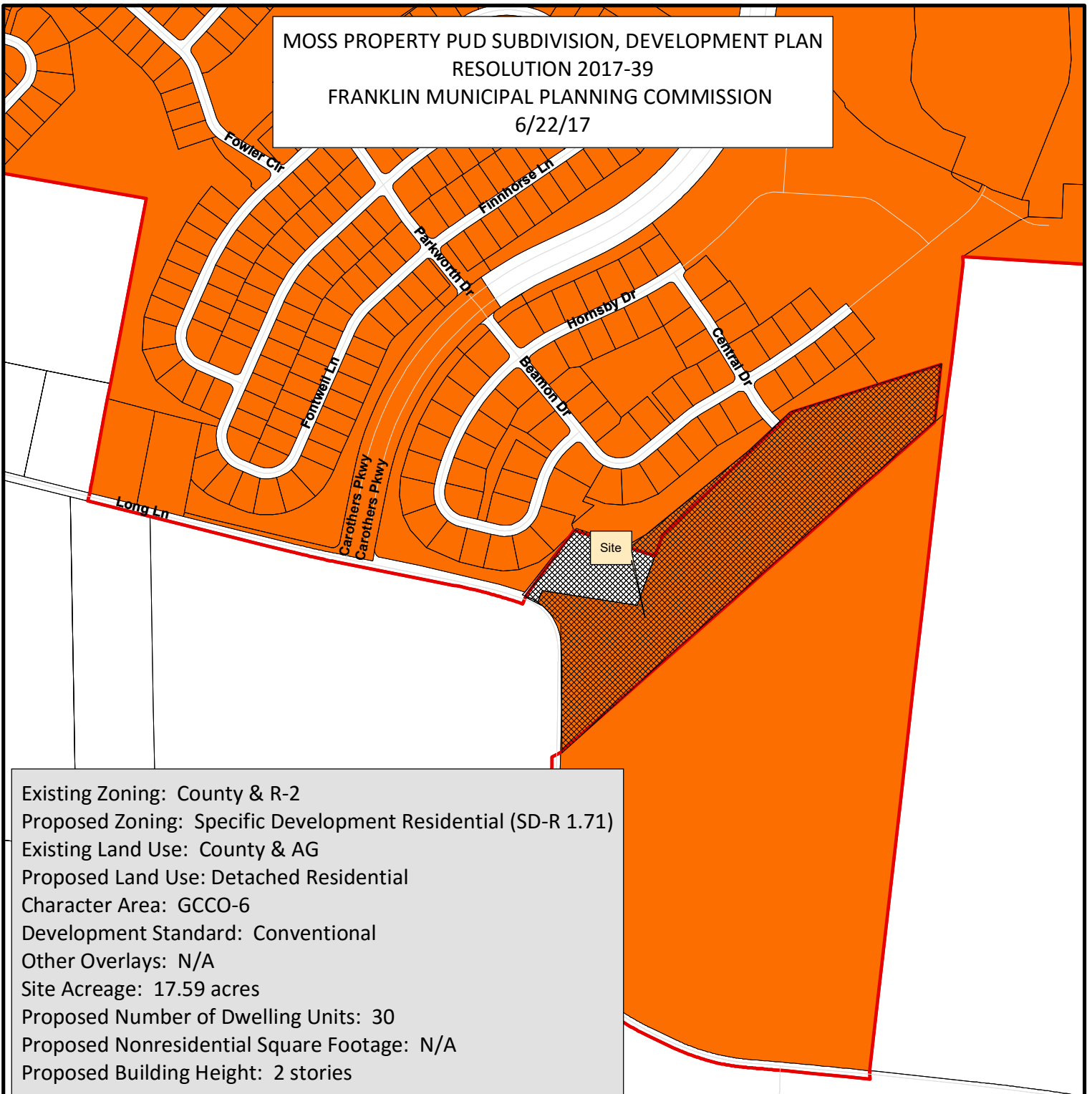
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP: _____ 4/27/2017 _____

NEIGHBORHOOD MEETING: _____ 5/2/2017 _____

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

PUBLIC HEARING AND BOMA APPROVAL: _____

MOSS PROPERTY PUD SUBDIVISION, DEVELOPMENT PLAN
 RESOLUTION 2017-39
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 6/22/17



Existing Zoning: County & R-2
 Proposed Zoning: Specific Development Residential (SD-R 1.71)
 Existing Land Use: County & AG
 Proposed Land Use: Detached Residential
 Character Area: GCCO-6
 Development Standard: Conventional
 Other Overlays: N/A
 Site Acreage: 17.59 acres
 Proposed Number of Dwelling Units: 30
 Proposed Nonresidential Square Footage: N/A
 Proposed Building Height: 2 stories

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



0 200 400 800
 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.
 All data and materials (c) copyright 2016. All rights reserved.

CONDITIONS OF APPROVAL:

Open Issues: 5 These issues are currently being filtered

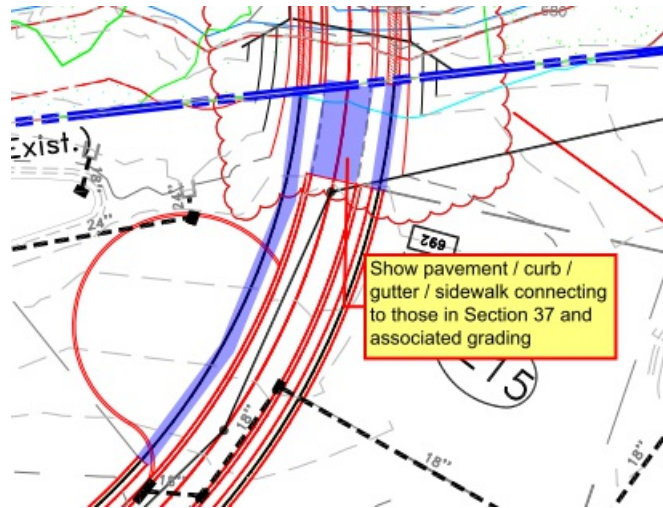
Engineering - PUD Plan Checklist

General Issues

1. Central Drive Connection to Section 37

joe.marlo@franklin.tn.gov Applicant has not adequately addressed the comment. Contour labels have been modified, which was not the intent of the comment. A gap in the drive to Section 37 is still shown.

Applicant to show that Central Drive is intended to be physically connected to that in Section 37 (pavement, curb/gutter, sidewalk, etc.) and show the associated grading required for this connection, similar that that shown on the opposite side of Central Drive to Section 33. The intent is to show a continuous drive with this PUD.

**2. Sidewalk Along Long Lane**

joe.marlo@franklin.tn.gov Comment not adequately addressed.

Applicant to provide a sidewalk along Long Lane, or indicate that in-lieu fees will be requested at Site Plan stage, or a combination of both.

3. Existing Grading

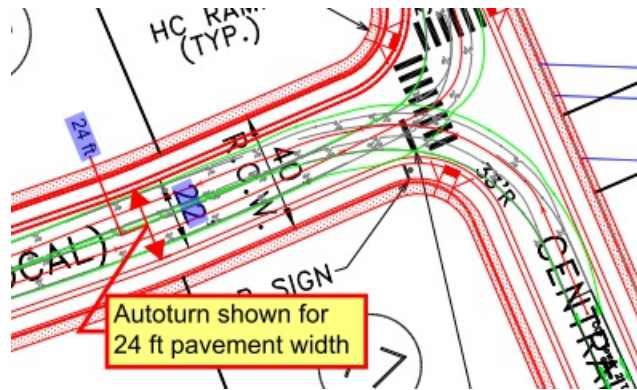
joe.marlo@franklin.tn.gov This is a new comment based on new information on the drawings.

The existing grading shown on Sheet C1.1 does not match that shown on the previous review cycle and appears errant. Applicant to correct the existing grading.

4. Road A Width

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

The pavement dimension call-out for Road A has changed from 24 feet to 22 feet, however the line work was not modified accordingly. Applicant to revise drawings to show Road A drawn to scale on all sheets. Applicant to show successful vehicle maneuvering on Autoturn sheets C4.2 and C4.3 with the reduced pavement width.

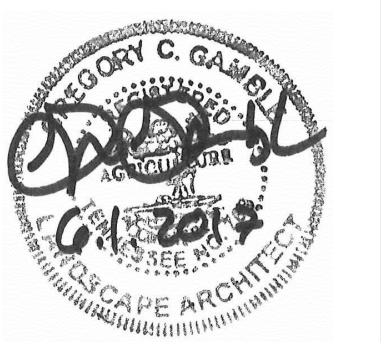


Planning (Landscape)

General Issues

5. Site Plan

larry.mizell@franklinton.gov The Tree Preservation Plan and calculations shall be provided with the site plan. The tree inventory trees shall be labeled on the site plan.

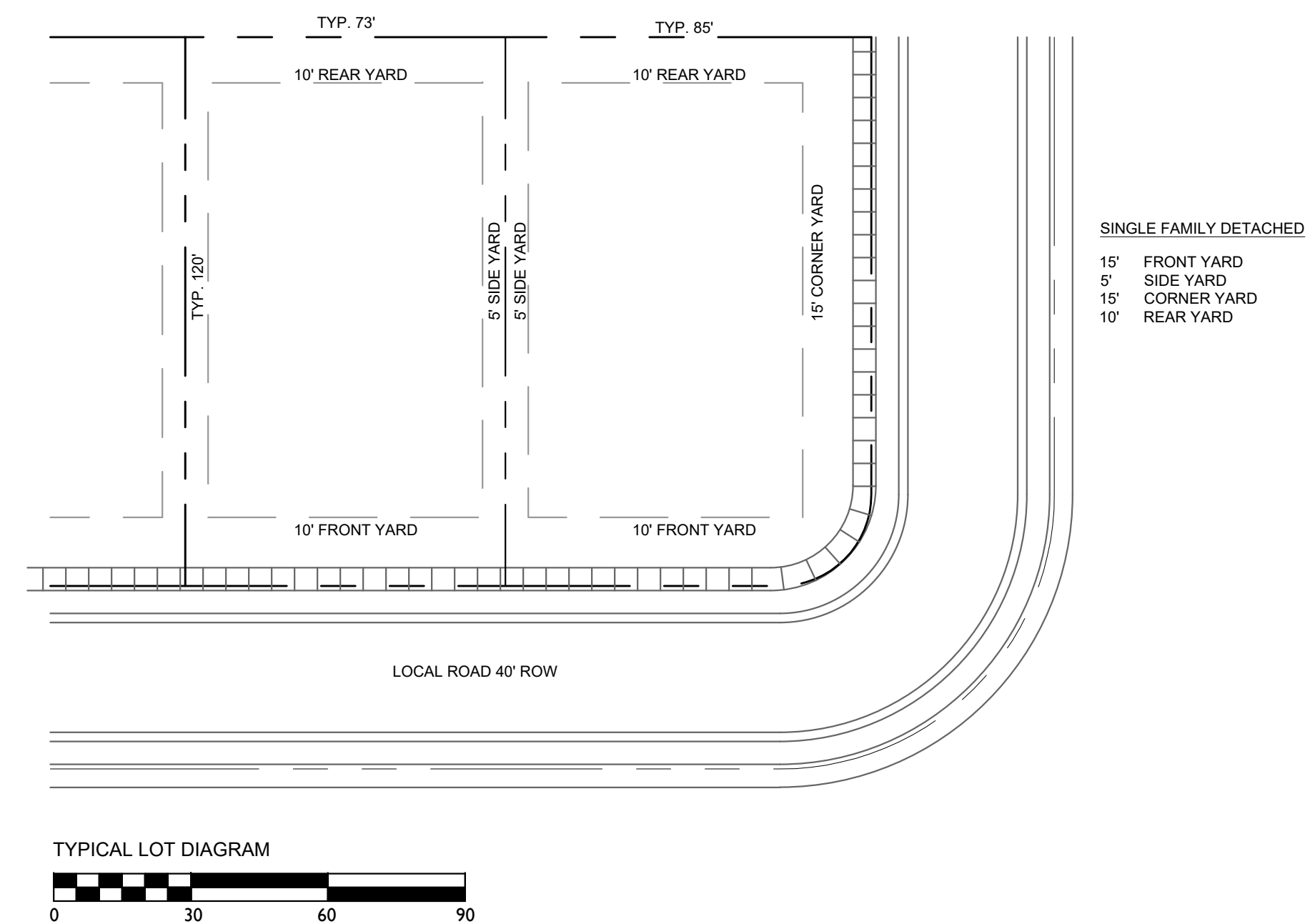


ISSUED: MAY 8, 2017

Revision	Date
1	June 1, 2017
2	
3	
4	



EXAMPLES OF SINGLE-FAMILY ARCHITECTURE
 IMAGES PROVIDED BY THE JONES COMPANY



ORDINANCE 2017-24

TO BE ENTITLED, "AN ORDINANCE TO REZONE .43 ACRES FROM RESIDENTIAL-3 DISTRICT TO OFFICE RESIDENTIAL DISTRICT FOR THE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF COLUMBIA AVE AND CAROLYN AVENUE, 1475 COLUMBIA AVENUE."

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

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

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

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of Residential -3 District to Office-Residential District:

PREMISES CONSIDERED

Map-Parcel	Acres
078N---00100	.43
Total	.43

Lot No. One:

Being Lot No. 3, Block A, of Highland Gardens Subdivision, a plat of which is of record in Plat Book 1, page 57, Register's Office, Williamson County, Tennessee, to which reference is made for dimension of the lot.

Lot No. Two:

Being the northern two-thirds of Lot No. 2, Block A, of Highland Gardens Subdivision, a plat of which is of record in Plat Book 1, page 57, Register's Office, Williamson County, Tennessee, said property fronts fifty feet on Columbia Pike and runs back between parallel lines one hundred fifty feet with a width at the rear of fifty feet.

Beginning at an iron pin found at the southwest corner of Lot No. Two, said point being 125.0', along bearing of **South 2° 45' 00" West**, from the intersection of rights of way of the southerly right of way line of Carolyn Street (40' wide right of way) and the easterly right of way line of Columbia Highway (Avenue), thence **South 87° 30' 00" East** along the southerly line of Lot No. Two, 150.0 feet to a point, thence **North 2° 45' 00" East** along the easterly lines of Lot No. One and Lot No. Two, 125.0 feet to a point at the southerly right of way line of Carolyn Street, thence **North 87° 30' 00" West** along the northerly line of Lot No. One, 150.0 feet to a point at the intersection of rights of way with Carolyn Street and Columbia Highway (Avenue), thence **South 2° 45' 00" West**, 125.0 feet to an iron pin found and the point of beginning and containing approximately 18,750 square feet of land, more or less.

Being the same property conveyed to Michael C. Gentry and wife, Anita G. Gentry, by deed from Thomas Morgan Hood and wife, Deborah J. Hood, by deed of record in Book 279, page 452, Register's Office, Williamson County, Tennessee, and previously by deed of property conveyed to Thomas Morgan Hood and wife, Deborah J. Hood, by deed from Vesta Early & Erskine H. Early of record in Book 186, page 455, Register's Office, Williamson County, Tennessee. Subject to all easements of record.

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

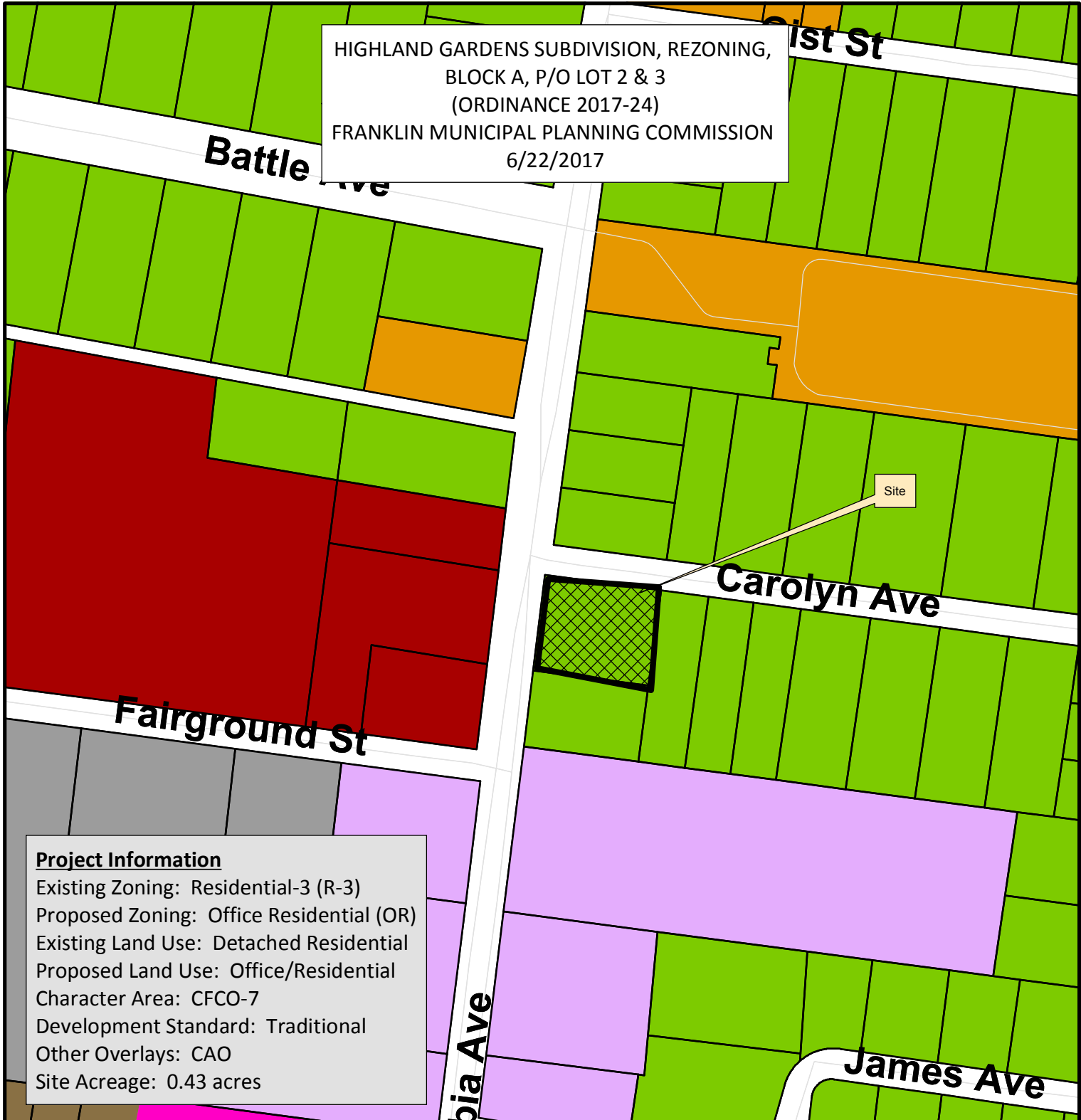
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

HIGHLAND GARDENS SUBDIVISION, REZONING,
 BLOCK A, P/O LOT 2 & 3
 (ORDINANCE 2017-24)
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 6/22/2017



Project Information

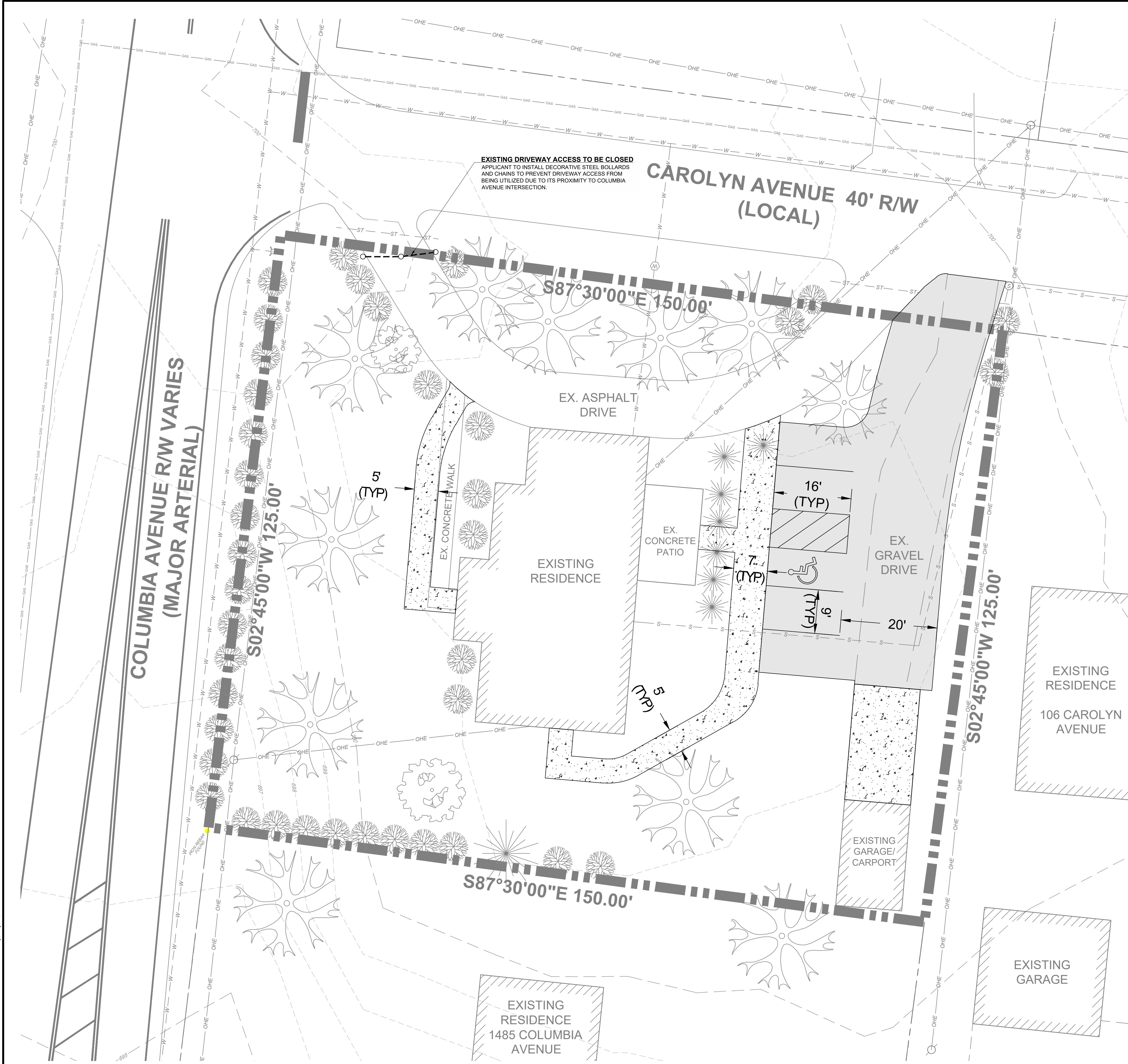
Existing Zoning: Residential-3 (R-3)
 Proposed Zoning: Office Residential (OR)
 Existing Land Use: Detached Residential
 Proposed Land Use: Office/Residential
 Character Area: CFCO-7
 Development Standard: Traditional
 Other Overlays: CAO
 Site Acreage: 0.43 acres

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



0 100 200 400
 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.
 All data and materials (c) copyright 2017. All rights reserved.



UTILITY CONTACTS:

SANITARY SEWER
CITY OF FRANKLIN (COF)
109 3RD AVE S
FRANKLIN, TN 37064
CONTACT: BRAD FURLINE
BRAD.FURLINE@FRANKLINTN.GOV
615-202-2288

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

ELECTRIC SERVICE
MIDDLE TN ELECTRIC MEMBERSHIP CORP.
2156 EDWARD CURD LANE
FRANKLIN, TN 37067
CONTACT: BOBBY O'NEAL
BOBBY.O'NEAL@MTMTC.COM
615-595-4683

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

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

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



VICINITY MAP
N.T.S.

SITE DATA

SUBDIVISION DEVELOPMENT: HIGHLAND GARDENS PB 1, PG 57
LOT NUMBER: MAP 78N GROUP A, PARCEL 1.00
ADDRESS: 1475 COLUMBIA AVENUE (MAJOR ARTERIAL)
CITY: FRANKLIN
COUNTY: WILLIAMSON COUNTY
STATE: TENNESSEE
CIVIL DISTRICT: 8TH
EXISTING ZONING AND AREA DESIGNATION: DETACHED RESIDENTIAL (R-3)
PROPOSED ZONING AND AREA DESIGNATION: OFFICE RESIDENTIAL (OR)
ACREAGE OF SITE: 0.43+/- AC
SQUARE FOOTAGE OF SITE: +/- 18,750 SF
MINIMUM REQUIRED SETBACK LINES:
Yard fronting on Columbia (arterial): 60'
25'
Side yard: 5'
Rear yard: 30'
OWNER: Michael C Gentry & Anita G. Gentry
Address: 1475 Columbia Avenue, Franklin, TN 37064
Phone No.: 615-568-4204
patricia.hood600@gmail.com
Contact Name: Michael C. Gentry

APPLICANT: Consortium, G.P.
c/o M2 Group, LLC
Address: P.O. Box 848 Franklin TN 37065
Phone No.: 615-406-3415
matt@m2groupllc.com
Contact Name: Matt Bryant, PE

BUILDING SQUARE FOOTAGE:
Building A 1,410± SF
Building B 299± SF
Total SF 1,709± SF

BUILDING HEIGHT:
Building A 20± FT
Building B 16± FT

MAXIMUM FLOOR AREA RATIO: N/A

FLOOR AREA RATIO OF SITE: N/A

MINIMUM PARKING REQUIREMENT:
Office use +/-1,410 SF (1 space per 300 sf)
Total Minimum Parking Required 5 spaces

PARKING PROVIDED: 7 spaces (including 1-carport & 1-existing in existing loop driveway)

PROPOSED IMPERVIOUS SURFACE: 3,835± S.F. (CONCRETE & ASPHALT)

THIS SITE PLAN HAS BEEN DESIGNED TO MEET THE CITY OF FRANKLIN STANDARDS AND THE APPROVAL OF THE FMPC & BOMA. CHANGES SHALL NOT BE MADE TO THE APPROVED SITE PLAN UNLESS APPROVED BY EITHER THE RELEVANT DEPARTMENT SUPERINTENDENT OR THE FMPC/BOMA.

NO PORTION OF THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 47187C0211G EFFECTIVE DATE DECEMBER 21, 2016.

NO TITLE REPORT WAS PROVIDED OR REVIEWED FOR THIS SITE PLAN.

THE LOCATIONS OF THE UNDERGROUND UTILITIES ARE BASED ON ABOVE GROUND STRUCTURES AND LOCATION BY THE RESPECTIVE UTILITY COMPANIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM THE LOCATION SHOWN, AND THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN ON THIS SURVEY. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THE ORIGINAL SURVEY TO LOCATE UNDERGROUND UTILITIES/STRUCTURES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR INDIVIDUAL DIGGING IN THIS AREA TO FIELD VERIFY THE LOCATIONS OF THE UTILITIES SHOWN HEREON WITH THE RESPECTIVE UTILITY OWNERS.

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES WILL BE ACCOMMODATED BY AN EXISTING ROLLING GARBAGE CAN PROVIDED BY THE CITY OF FRANKLIN TO BE LOCATED AT THE REAR OF THE EXISTING BUILDING. USERS WILL WHEEL GARBAGE CAN OUT TO CURB FOR CITY PICKUP WEEKLY. NO DUMPSTER ENCLOSURE IS PROPOSED AT THIS TIME.

THERE ARE NO RESTRICTIVE COVENANTS, ARCHITECTURAL CONTROLS, EASEMENTS FOR UTILITIES OR OTHERWISE AT THIS TIME, OTHER THAN THE REQUIREMENT TO COMPLY WITH CITY OF FRANKLIN REGULATIONS.

THERE IS NO ANTICIPATED IMPACT ON WILLIAMSON COUNTY AND/OR FRANKLIN SPECIAL SCHOOL DISTRICT AS THE PROPOSED USE WILL BE OFFICE RESIDENTIAL AND NO CHILDREN ARE ANTICIPATED TO BE PRESENT AND/OR ADDED TO THE SCHOOL SYSTEM.

THE CITY OF FRANKLIN POLICE HEADQUARTERS IS LOCATED APPROX. 0.7± MILES TO THE NORTH OF THE SITE ON COLUMBIA AVENUE. THE PROPERTY IS LOCATED IN FIRE RESPONSE ZONE 1. THE NEAREST FIRE STATION IS LOCATED ON S.R. 96 APPROX. 1.2± MILES FROM THE SUBJECT PARCEL. FIRE STATION 5 IS LOCATED APPROX. 1.2± MILES TO THE SOUTH ON NOAH DRIVE.

THERE ARE NUMEROUS CITY PARKS/RECREATIONAL FACILITIES ALL WITHIN 1.0± MILES OF THE SUBJECT PARCEL.



NOTE
DRAWING BASED ON AERIAL PHOTOGRAPHY AND FIELD MEASUREMENTS BY ENGINEER. NO FIELD SURVEY WORK WAS PERFORMED TO VERIFY EXISTING CONDITIONS.

REVISION #	DATE	DESCRIPTION



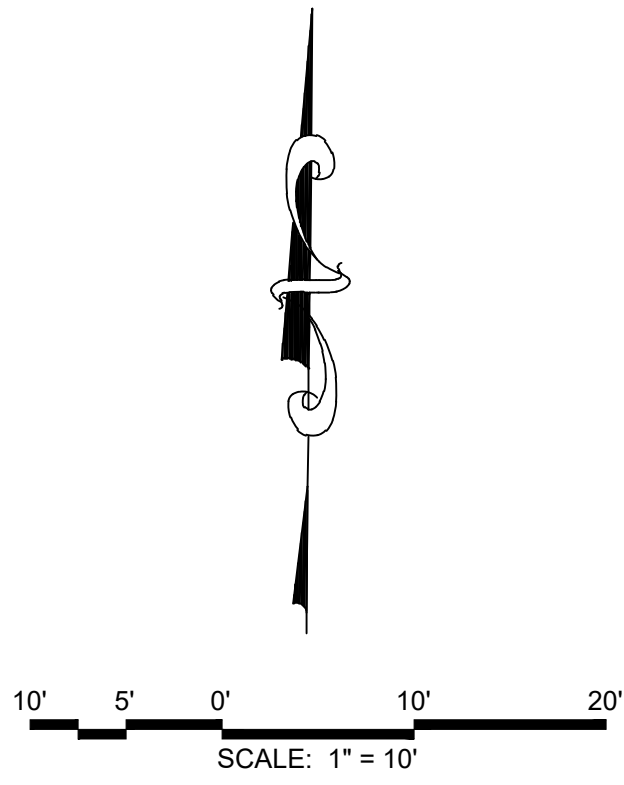
HIGHLAND GARDENS SUBDIVISION
REZONING, BLOCK A, P/O 2&3
1475 COLUMBIA AVENUE
CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE



DATE:	APRIL, 2017	DRAWN BY:	CCS	M2
PROJECT NO.:		CHECKED BY:		

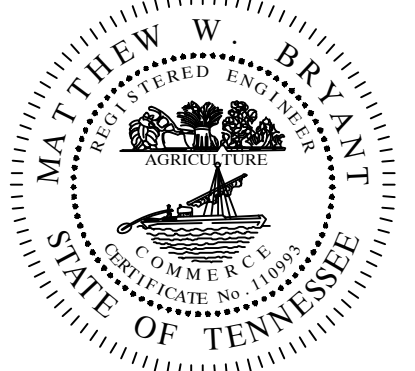
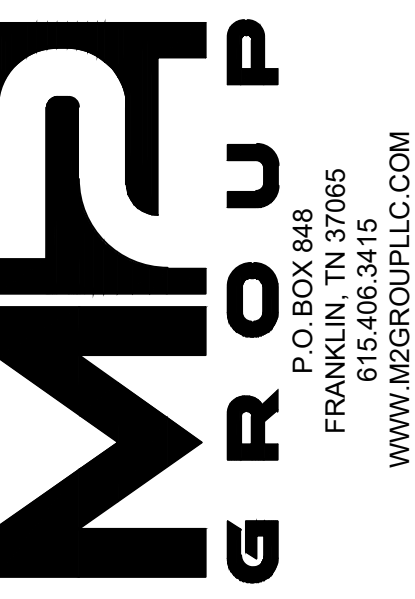
SHEET NUMBER:
1 of 3

1475 COLUMBIA AVE - ZONING EXHIBIT 04-17-17.DWG (Wednesday, May 24, 2017 8:51:16 AM)

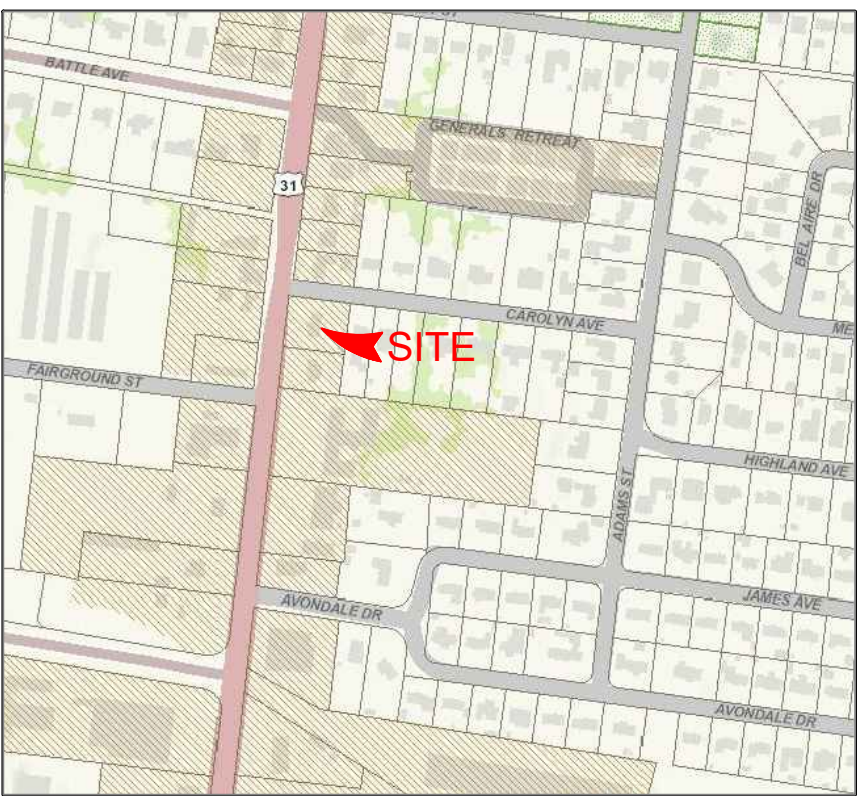
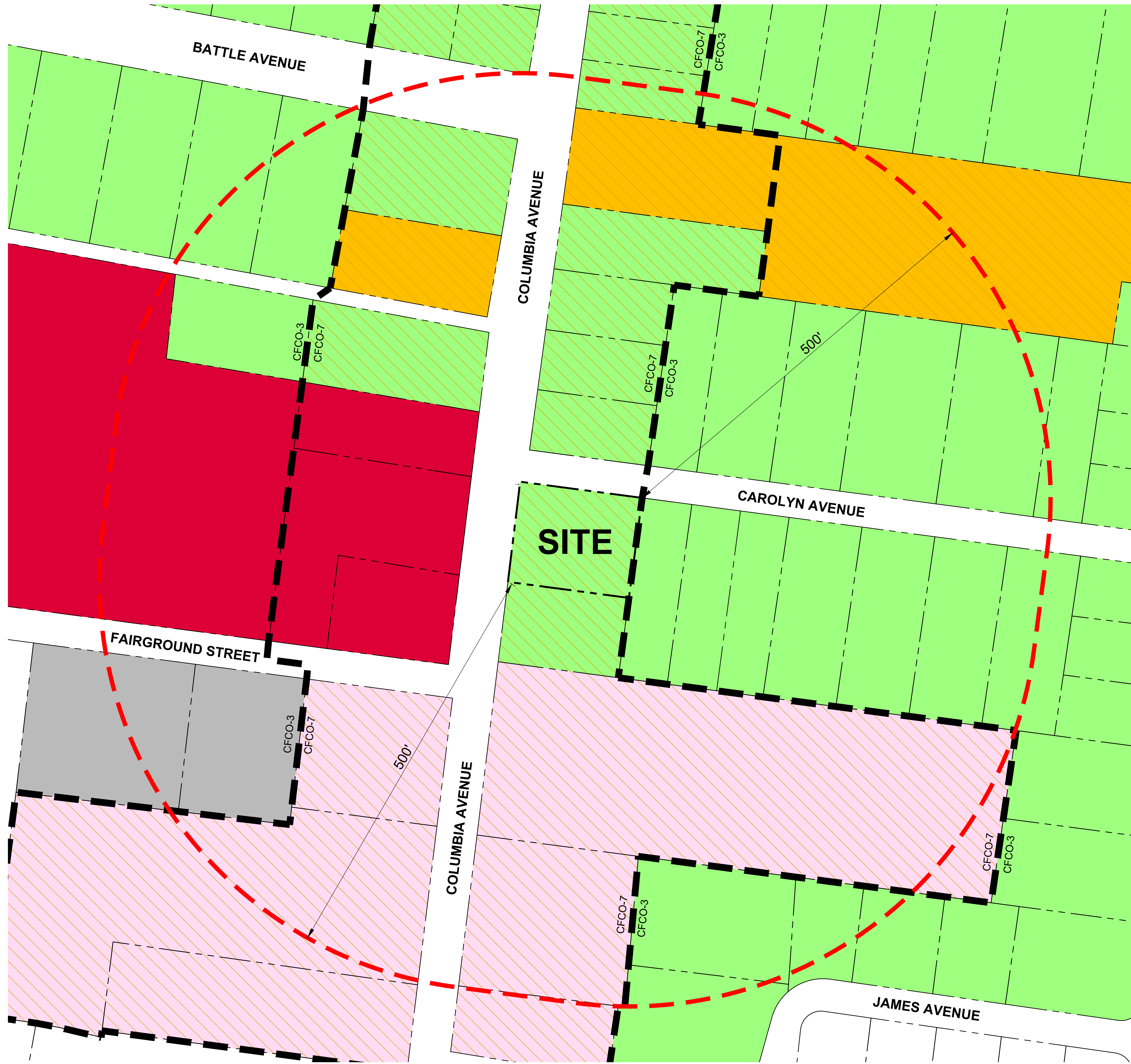


NOTE
DRAWING BASED ON AERIAL PHOTOGRAPHY AND FIELD MEASUREMENTS BY ENGINEER. NO FIELD SURVEY WORK WAS PERFORMED TO VERIFY EXISTING CONDITIONS.

C.O.F. PROJECT No. 6429

REVISION #		DATE		DESCRIPTION	
					
HIGHLAND GARDENS SUBDIVISION REZONING, BLOCK A, P/O 2&3 1475 COLUMBIA AVENUE CITY OF FRANKLIN WILLIAMSON COUNTY, TENNESSEE					
 P.O. BOX 848 FRANKLIN, TN 37065 615.406.3415 WWW.M2GROUP.LLC.COM					
SITE PLAN EXHIBIT WITH AERIAL		DATE:	APRIL, 2017	DRAWN BY:	CCS
		PROJECT NO.:	----	CHECKED BY:	M2
SHEET NUMBER:		2 of 3			

1475 COLUMBIA AVE - ZONING EXHIBIT 04-17-17.DWG / Wednesday, May 24, 2017 8:54:17 AM



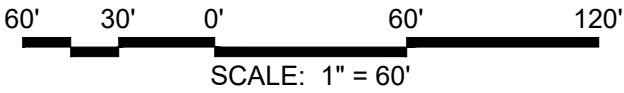
VICINITY MAP
N.T.S.

ZONING & ZONING OVERLAY DISTRICTS

- ER - ESTATE RESIDENTIAL
- R-3 - RESIDENTIAL DISTRICT
- CC - CENTRAL COMMERCIAL DISTRICT
- NC - NEIGHBORHOOD COMMERCIAL
- HI - HEAVY INDUSTRIAL
- CAO - COLUMBIA AVENUE OVERLAY DISTRICT

CHARACTER AREAS

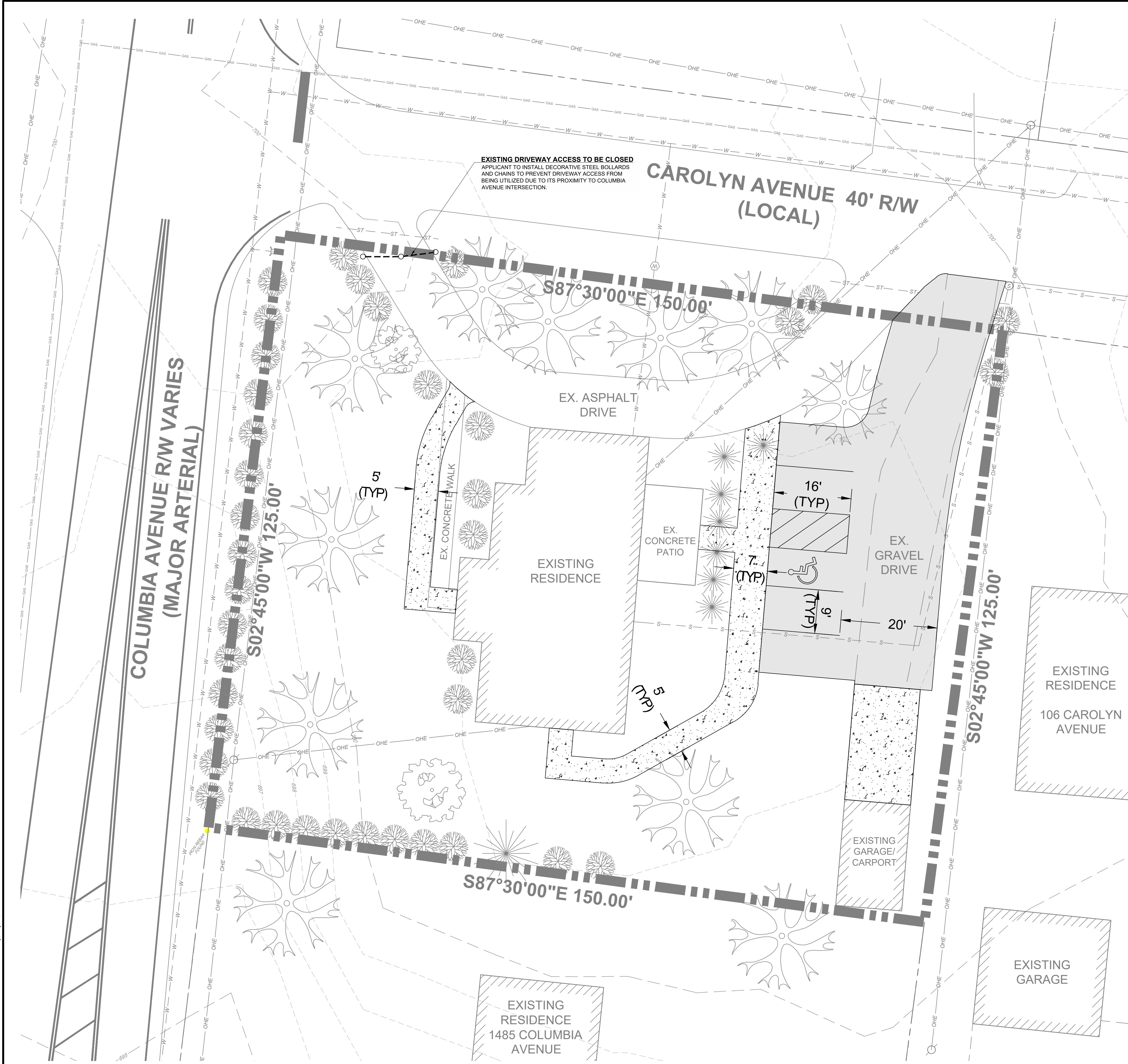
- CFCO-3
- CFCO-7
- CHARACTER AREA BOUNDARY



NOTE
DRAWING BASED ON AERIAL PHOTOGRAPHY AND FIELD MEASUREMENTS BY ENGINEER. NO FIELD SURVEY WORK WAS PERFORMED TO VERIFY EXISTING CONDITIONS.



REVISION #		DATE	DESCRIPTION
HIGHLAND GARDENS SUBDIVISION REZONING, BLOCK A, P/O 2&3 1475 COLUMBIA AVENUE CITY OF FRANKLIN WILLIAMSON COUNTY, TENNESSEE			
 P.O. BOX 648 FRANKLIN, TN 37065 WWW.M2GROUP.COM			
AREA ZONING EXHIBIT		DATE: APRIL, 2017	CCS
		DRAWN BY: ---	M2
		CHECKED BY: ---	
PROJECT NO.:		SHEET NUMBER:	
		3 of 3	



UTILITY CONTACTS:

SANITARY SEWER
CITY OF FRANKLIN (COF)
109 3RD AVE S
FRANKLIN, TN 37064
CONTACT: BRAD FURLINE
BRAD.FURLINE@FRANKLINTN.GOV
615-202-2288

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

ELECTRIC SERVICE
MIDDLE TN ELECTRIC MEMBERSHIP CORP.
2156 EDWARD CURD LANE
FRANKLIN, TN 37067
CONTACT: BOBBY O'NEAL
BOBBY.O'NEAL@MTMTC.COM
615-595-4683

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

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

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



VICINITY MAP
N.T.S.

SITE DATA

SUBDIVISION DEVELOPMENT:	HIGHLAND GARDENS PB 1, PG 57
LOT NUMBER:	MAP 78N GROUP A, PARCEL 1.00
ADDRESS:	1475 COLUMBIA AVENUE (MAJOR ARTERIAL)
CITY:	FRANKLIN
COUNTY:	WILLIAMSON COUNTY
STATE:	TENNESSEE
CIVIL DISTRICT:	8TH
EXISTING ZONING AND AREA DESIGNATION:	DETACHED RESIDENTIAL (R-3)
PROPOSED ZONING AND AREA DESIGNATION:	OFFICE RESIDENTIAL (OR)
ACREAGE OF SITE:	0.43± AC
SQUARE FOOTAGE OF SITE:	+/- 18,750 SF
MINIMUM REQUIRED SETBACK LINES:	
Yard fronting on Columbia (arterial):	60'
25'	25'
Side yard:	5'
Rear yard:	30'

OWNER: Michael C Gentry & Anita G. Gentry
Address: 1475 Columbia Avenue, Franklin, TN 37064
Phone No.: 615-568-4204
patriciahood800@gmail.com
Contact Name: Michael C. Gentry

APPLICANT: Consortium, G.P.
c/o M2 Group, LLC
Address: P.O. Box 848 Franklin Tn 37065
Phone No.: 615-406-3415
matt@m2groupllc.com
Contact Name: Matt Bryant, PE

BUILDING SQUARE FOOTAGE:

Building A	1,410± SF
Building B	299± SF
Total SF	1,709± SF

BUILDING HEIGHT:

Building A	20± FT
Building B	16± FT

MAXIMUM FLOOR AREA RATIO:

N/A

FLOOR AREA RATIO OF SITE:

N/A

MINIMUM PARKING REQUIREMENT:

Office use - +/-1,410 SF (1 space per 300 sf)	4.7 spaces
Total Minimum Parking Required	5 spaces

PARKING PROVIDED:

7 spaces (including 1-carport & 1-existing in existing loop driveway)

PROPOSED IMPERVIOUS SURFACE:

3,835± S.F. (CONCRETE & ASPHALT)

THIS SITE PLAN HAS BEEN DESIGNED TO MEET THE CITY OF FRANKLIN STANDARDS AND THE APPROVAL OF THE FMPC & BOMA. CHANGES SHALL NOT BE MADE TO THE APPROVED SITE PLAN UNLESS APPROVED BY EITHER THE RELEVANT DEPARTMENT SUPERINTENDENT OR THE FMPC/BOMA.

NO PORTION OF THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 47187C0211G EFFECTIVE DATE DECEMBER 21, 2016.

NO TITLE REPORT WAS PROVIDED OR REVIEWED FOR THIS SITE PLAN.

THE LOCATIONS OF THE UNDERGROUND UTILITIES ARE BASED ON ABOVE GROUND STRUCTURES AND LOCATION BY THE RESPECTIVE UTILITY COMPANIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM THE LOCATION SHOWN, AND THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN ON THIS SURVEY. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THE ORIGINAL SURVEY TO LOCATE UNDERGROUND UTILITIES/STRUCTURES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR INDIVIDUAL DIGGING IN THIS AREA TO FIELD VERIFY THE LOCATIONS OF THE UTILITIES SHOWN HEREON WITH THE RESPECTIVE UTILITY OWNERS.

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES WILL BE ACCOMMODATED BY AN EXISTING ROLLING GARBAGE CAN PROVIDED BY THE CITY OF FRANKLIN TO BE LOCATED AT THE REAR OF THE EXISTING BUILDING. USERS WILL WHEEL GARBAGE CAN OUT TO CURB FOR CITY PICKUP WEEKLY. NO DUMPSTER ENCLOSURE IS PROPOSED AT THIS TIME.

THERE ARE NO RESTRICTIVE COVENANTS, ARCHITECTURAL CONTROLS, EASEMENTS FOR UTILITIES OR OTHERWISE AT THIS TIME, OTHER THAN THE REQUIREMENT TO COMPLY WITH CITY OF FRANKLIN REGULATIONS.

THERE IS NO ANTICIPATED IMPACT ON WILLIAMSON COUNTY AND/OR FRANKLIN SPECIAL SCHOOL DISTRICT AS THE PROPOSED USE WILL BE OFFICE RESIDENTIAL AND NO CHILDREN ARE ANTICIPATED TO BE PRESENT AND/OR ADDED TO THE SCHOOL SYSTEM.

THE CITY OF FRANKLIN POLICE HEADQUARTERS IS LOCATED APPROX. 0.7± MILES TO THE NORTH OF THE SITE ON COLUMBIA AVENUE. THE PROPERTY IS LOCATED IN FIRE RESPONSE ZONE 1. THE NEAREST FIRE STATION IS LOCATED ON S.R. 96 APPROX. 1.2± MILES FROM THE SUBJECT PARCEL. FIRE STATION 5 IS LOCATED APPROX. 1.2± MILES TO THE SOUTH ON NOAH DRIVE.

THERE ARE NUMEROUS CITY PARKS/RECREATIONAL FACILITIES ALL WITHIN 1.0± MILES OF THE SUBJECT PARCEL.

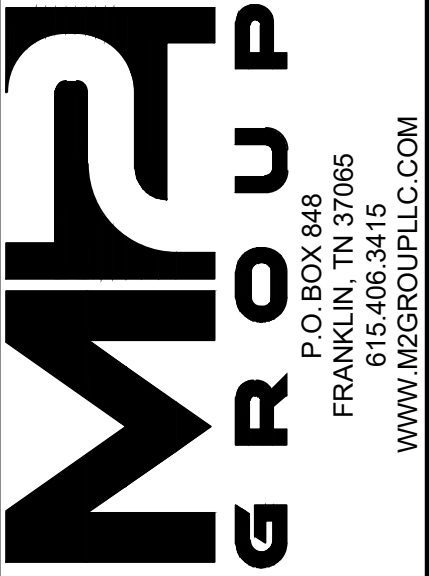


NOTE
DRAWING BASED ON AERIAL PHOTOGRAPHY AND FIELD MEASUREMENTS BY ENGINEER. NO FIELD SURVEY WORK WAS PERFORMED TO VERIFY EXISTING CONDITIONS.

REVISION #	DATE	DESCRIPTION



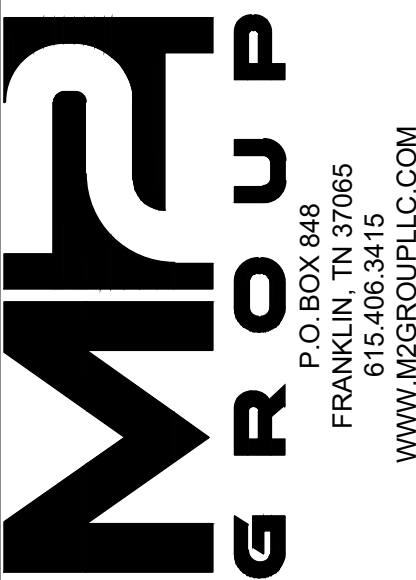
HIGHLAND GARDENS SUBDIVISION
REZONING, BLOCK A, P/O 2&3
1475 COLUMBIA AVENUE
CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE



DATE:	APRIL, 2017	DRAWN BY:	CCS	M2
PROJECT NO.:		CHECKED BY:		



**HIGHLAND GARDENS SUBDIVISION
REZONING, BLOCK A, P/O 2&3
1475 COLUMBIA AVENUE
CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE**



SITE PLAN EXHIBIT WITH AERIAL

DATE:	APRIL, 2017	CCS
PROJECT NO.:	-----	M2
		DRAWN BY:
		CHECKED BY:

SHEET NUMBER:

2 of 3

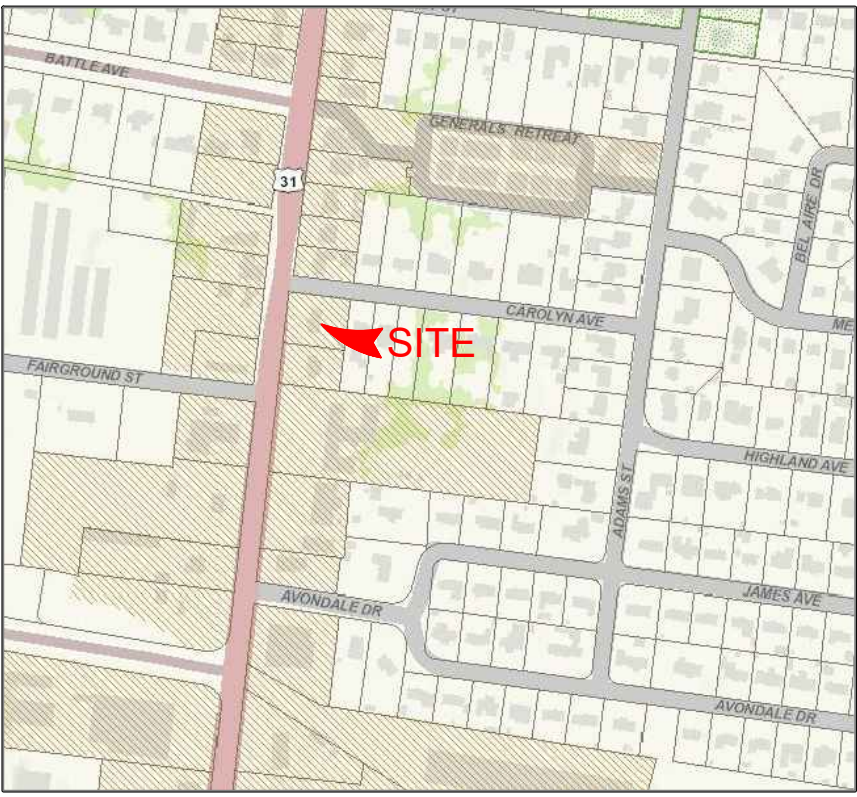
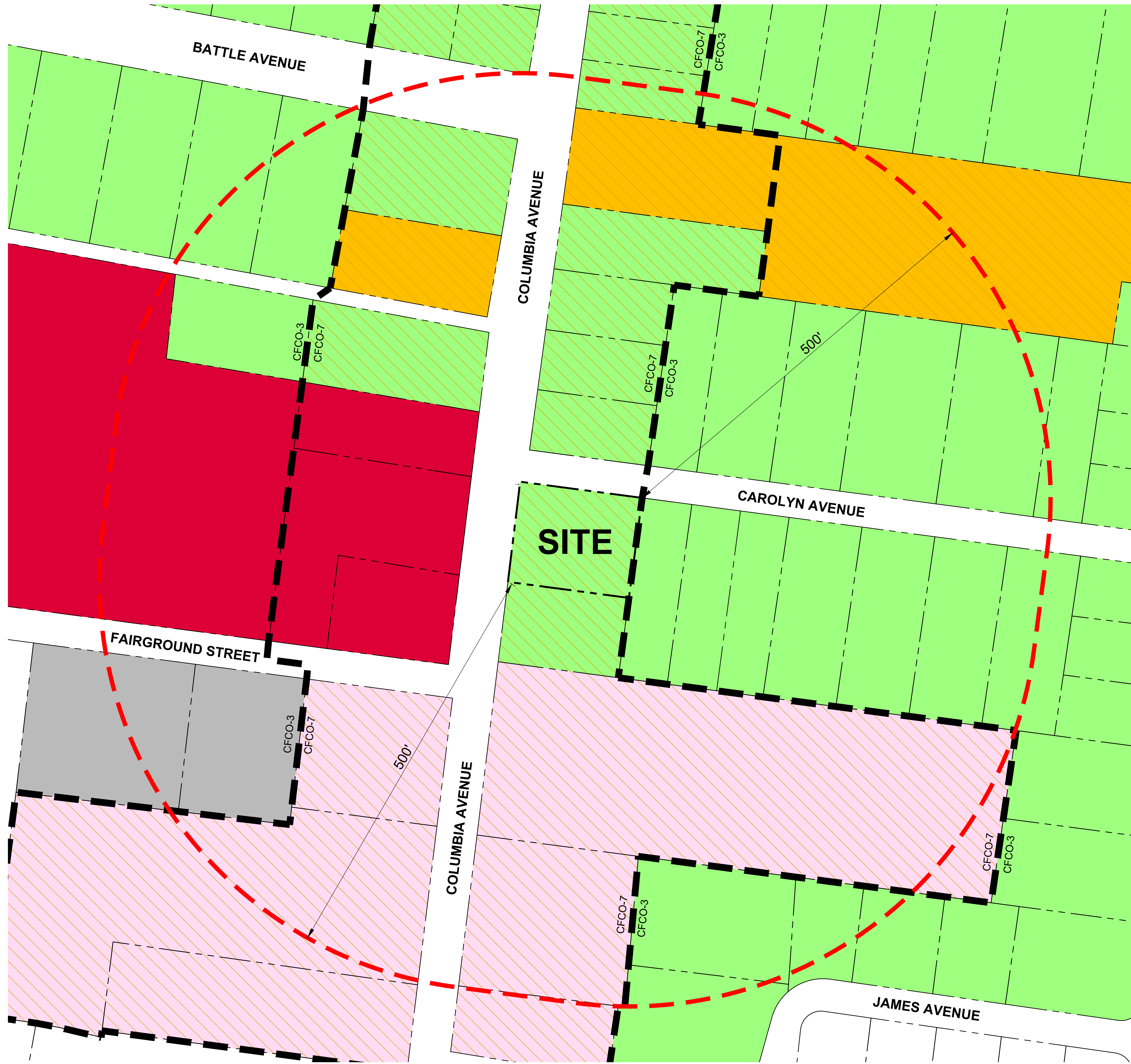
C.O.F. PROJECT No. 6429

NOTE
DRAWING BASED ON AERIAL PHOTOGRAPHY AND FIELD MEASUREMENTS BY ENGINEER. NO FIELD SURVEY WORK WAS PERFORMED TO VERIFY EXISTING CONDITIONS.



Know what's below.
Call before you dig.

1475 COLUMBIA AVE - ZONING EXHIBIT 04-17-17.DWG / Wednesday, May 24, 2017 8:54:17 AM

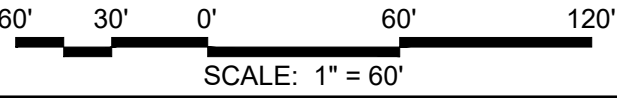


ZONING & ZONING OVERLAY DISTRICTS

- ER - ESTATE RESIDENTIAL
- R-3 - RESIDENTIAL DISTRICT
- CC - CENTRAL COMMERCIAL DISTRICT
- NC - NEIGHBORHOOD COMMERCIAL
- HI - HEAVY INDUSTRIAL
- CAO - COLUMBIA AVENUE OVERLAY DISTRICT

CHARACTER AREAS

- CFCO-3
- CFCO-7
- CHARACTER AREA BOUNDARY



NOTE
DRAWING BASED ON AERIAL PHOTOGRAPHY AND FIELD MEASUREMENTS BY ENGINEER. NO FIELD SURVEY WORK WAS PERFORMED TO VERIFY EXISTING CONDITIONS.



REVISION #		DATE	DESCRIPTION
HIGHLAND GARDENS SUBDIVISION REZONING, BLOCK A, P/O 2&3 1475 COLUMBIA AVENUE CITY OF FRANKLIN WILLIAMSON COUNTY, TENNESSEE			
 P.O. BOX 648 FRANKLIN, TN 37065 WWW.M2GROUP.LLC.COM			
AREA ZONING EXHIBIT		DATE: APRIL, 2017	CCS
		DRAWN BY: ---	M2
		CHECKED BY: ---	
PROJECT NO.:		SHEET NUMBER:	
		3 of 3	

**Properties Zoned
Office Residential (OR)
In The
City of Franklin**

6/27/2017

Office Residential zoning and design concept are intended as a transition between established single family residential and intensive commercial development. Envision Franklin supports these nodes of development in a select few locations based on existing land uses, historic development patterns and adjoining uses. Office Residential is a way to allow selected, lower impact commercial uses in a unique residential setting.

The Office Residential zoning district and design concept mandate a single family residential form building. As the two maps illustrate there are a limited number of places in the City that are zoned OR currently. These areas were selected very specifically based on stringent criteria. The properties located downtown are based on their historical blend of mixed commercial/residential uses. The properties along West Main Street were selected based on the history of commercial activity in that area and the traditional residential development patterns in the surrounding streets. The identified area along Columbia Ave keep the intensive commercial uses south of the intersection of Downs Blvd and Columbia Ave and preserves the historic residential form along Columbia Ave. The London Lane and Royal Oaks intersection limits the intensive commercial uses to the area below Lakeview Drive and preserves the single family residential form on Royal Oaks. While not deemed historic, the Royal Oaks subdivision was constructed in a traditional residential pattern before Royal Oaks became an arterial roadway. The Office Residential zoning district provides selected commercial uses in a residential building form thereby providing a feasible use to an otherwise less desirable single family residence.

While it hasn't happened yet, OR zoned properties outside of the historic protection overlay could have a new building constructed. This building would have to maintain a single family residential form as dictated by the existing neighborhood it is adjacent to. Section 5.3.4 Transition Features would further regulate the building scale, massing, height, proportion, form, and general architectural style. A minimum of 40% of the lot would be required to be landscaped area (3.3.2). Other commercial zones (Neighborhood Commercial, Central Commercial, General Commercial, and General Office) require a minimum of 15%, 10%, 30%, 30% respectively. Residential zones (R-6, R-3, R-2) require a minimum of 30% and 40% respectively. Setbacks would be determined by the existing built environment and would be

allowed no closer than the closest primary building. Any parking would have to be screened under Section 5.4.5 Vehicular Use. Landscape islands would be required. Any parking would have to be behind the main façade of the building. In addition, a 10-100-foot landscape buffer would be required on the developing parcel with the lot size being the determining factor. Commercial lighting standards (which do not apply to single family residential) would limit the intensity to 10 footcandles or less and 1.0 footcandles at all the property lines.

“The proposed rezoning at 1475 Columbia has an additional layer placed on it through the Columbia Avenue Overlay (CAO). The Columbia Ave Overlay District-2 further regulates front setbacks, façade length of new buildings, roof pitch, front porches, and foundation height. Recent revisions to the CAO have included an additional restriction against internally illuminated signage, prohibiting parking between the main structure and Columbia Ave, and mandating no more than 25% of parking spaces can be allowed on the side of a building.”

1102 West Main Street

Zoned Office Residential (OR)



1341 West Main Street- Across from Pueblo Real

Zoned Office Residential



1339 West Main Street (across from Pueblo Real)

Zoned Office Residential (OR)



1337 – 1341 West Main Street (Across from Pueblo Real)



Concept Imagery Envision Franklin



Office Residential Zones

Four distinct neighborhoods in the City of Franklin are in the Office Residential Zoning district.

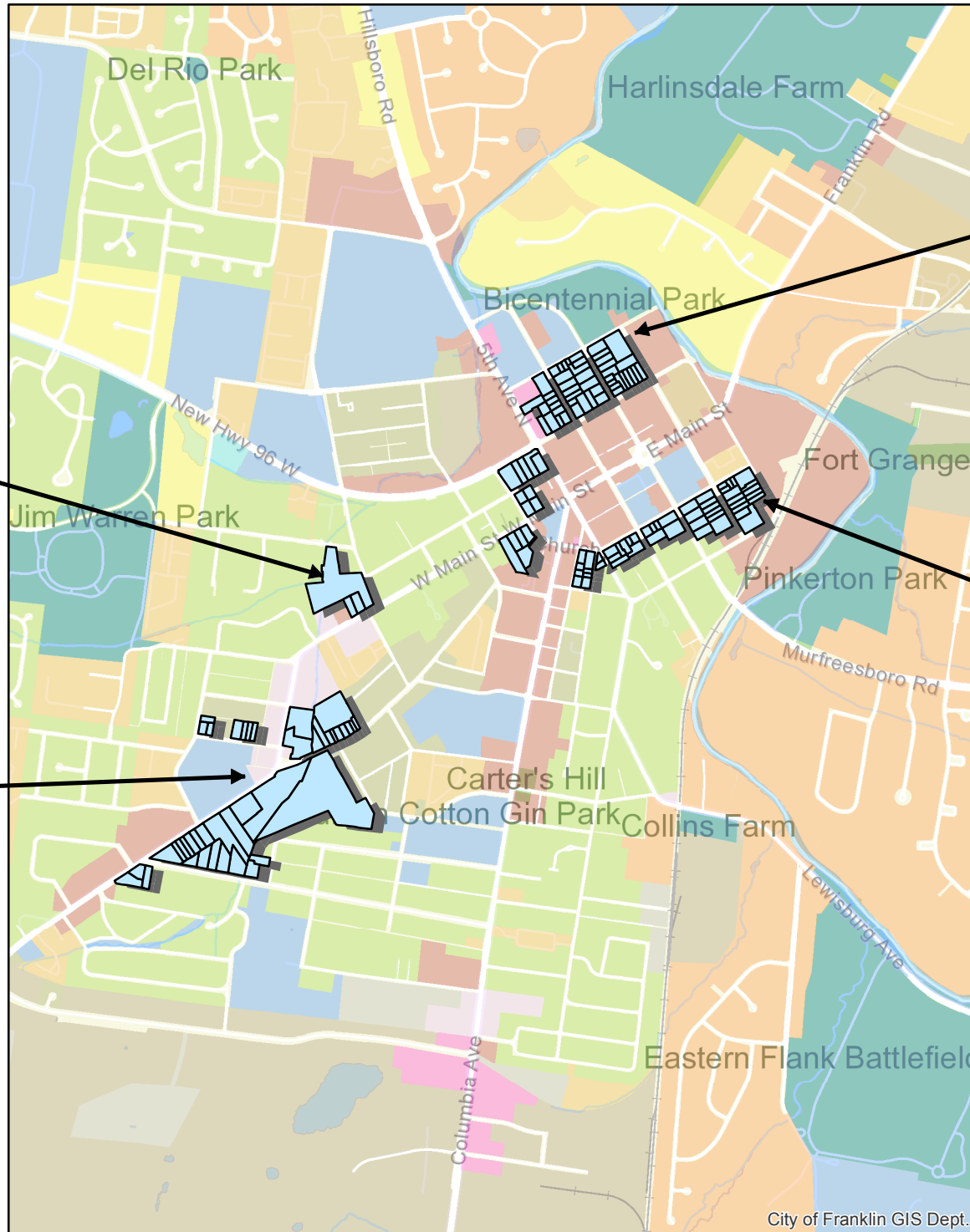
1102 West Main St

Historic Downtown

Petway/West Main

Church/S. Margin Street

This zoning district is intended as a transition from more intensive commercial uses (Central Commercial, Neighborhood Commercial, etc.)



City of Franklin GIS Dept.



Office Residential Zones

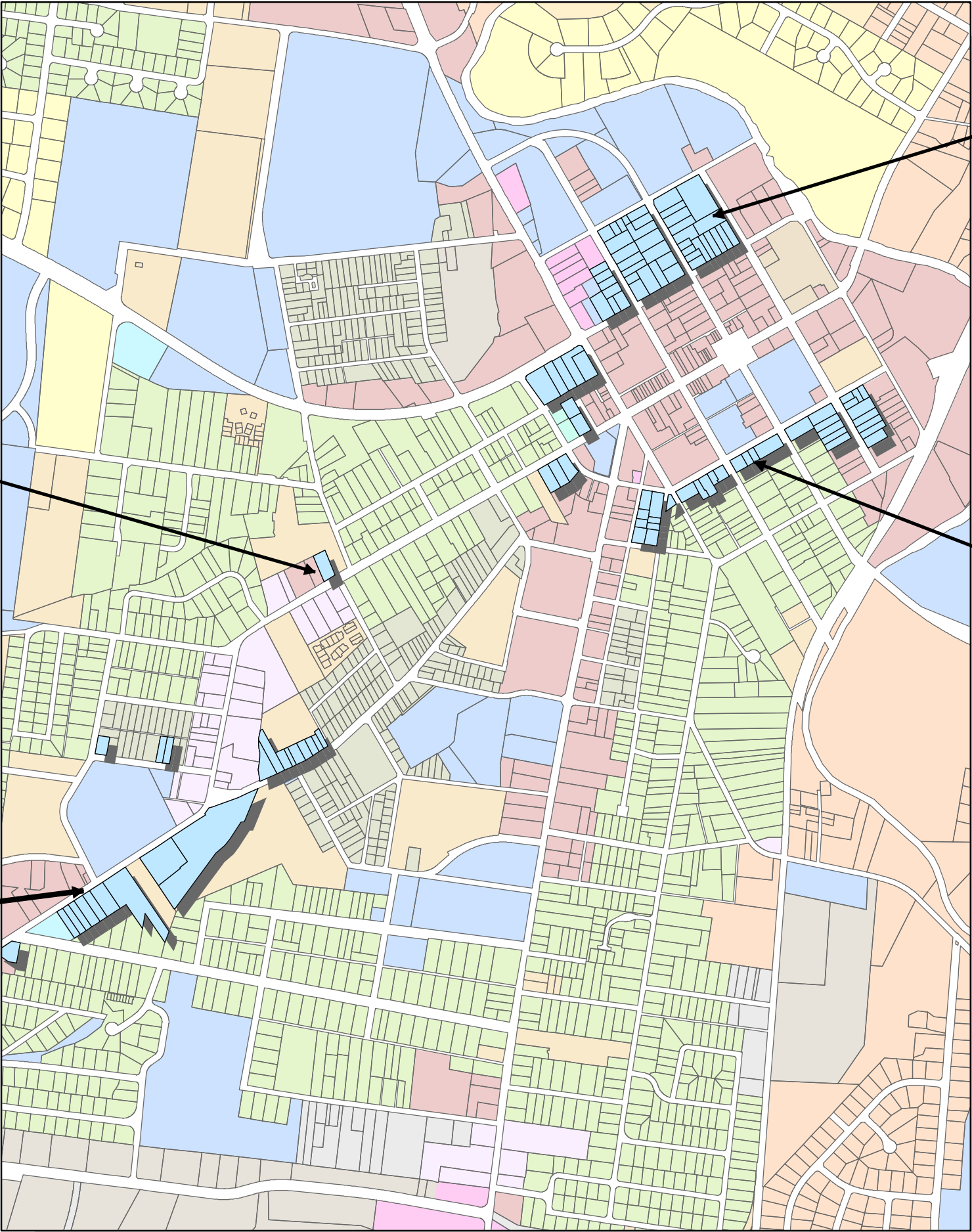
Four distinct neighborhoods in the City of Franklin are in the Office Residential Zoning district.



1102 West Main St



Petway/West Main



Historic Downtown

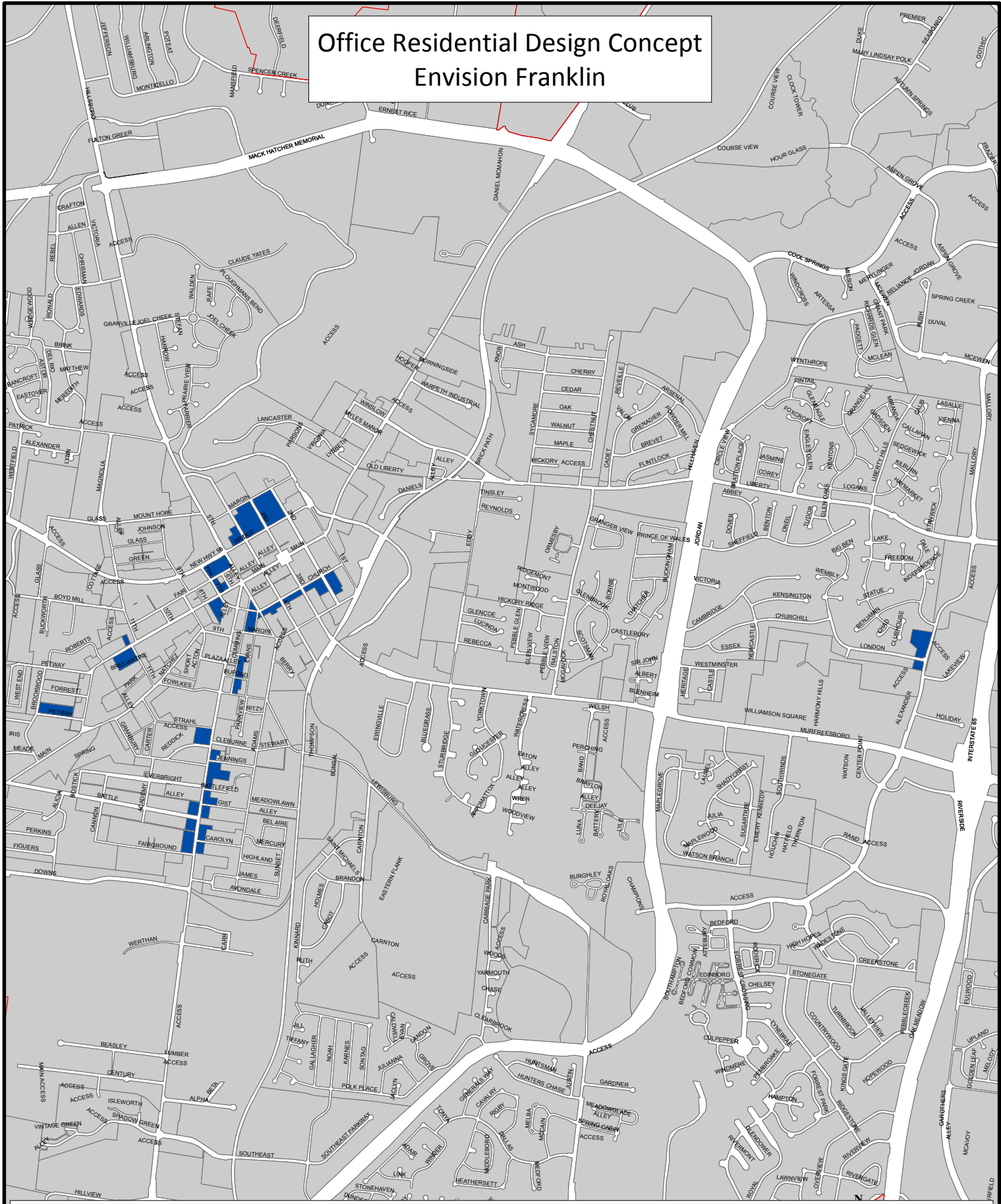


Church/S. Margin Street

This zoning district is intended as a transition from more intensive commercial uses (Central Commercial, Neighborhood Commercial, etc.)



Office Residential Design Concept Envision Franklin



Design Concept

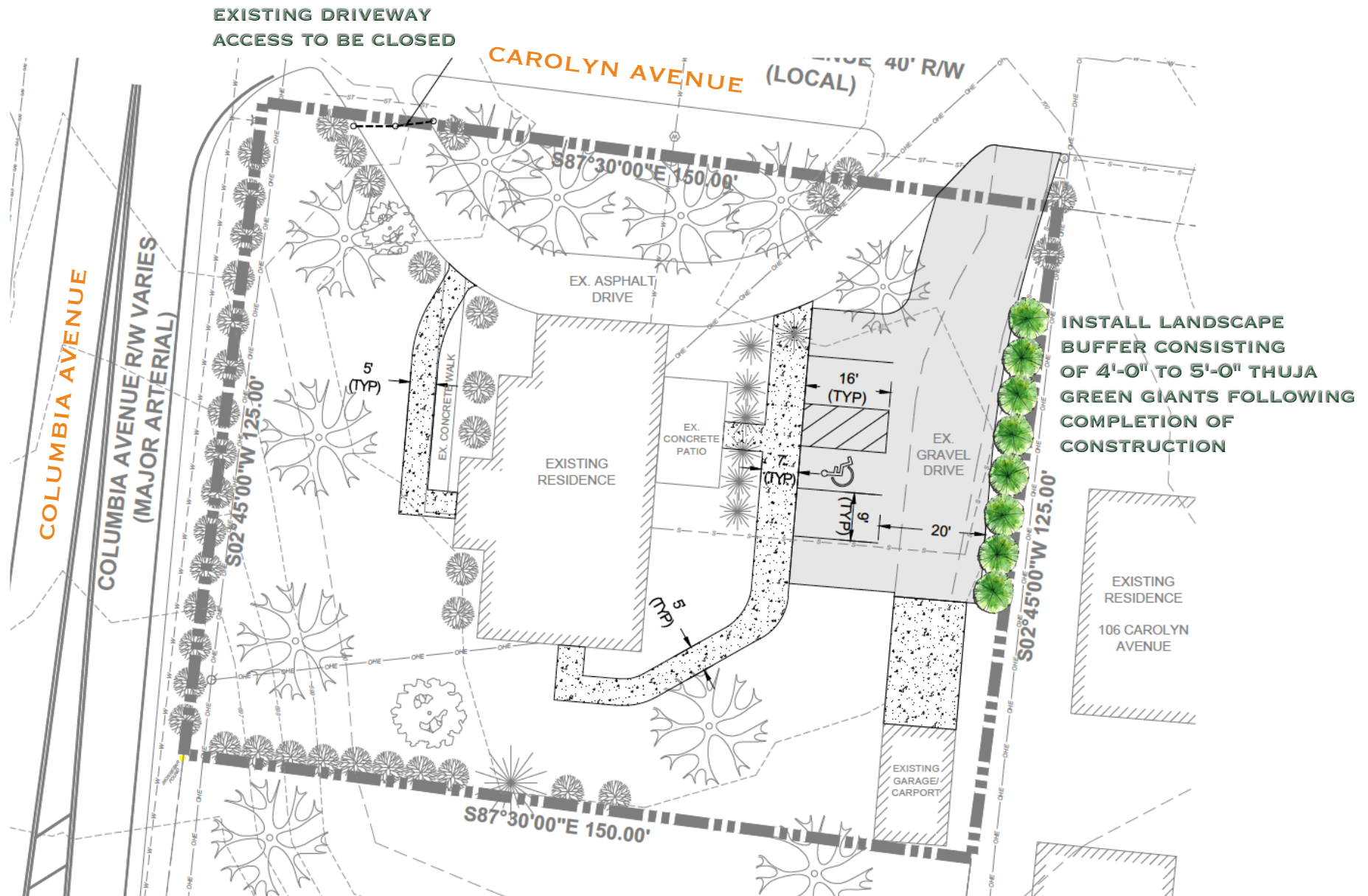


Office Residential

0 750 1,500 3,000
Feet



This map was created by the Franklin Planning Department. It was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials (c) copyright 2017. All rights reserved.



SITE PLAN EXHIBIT



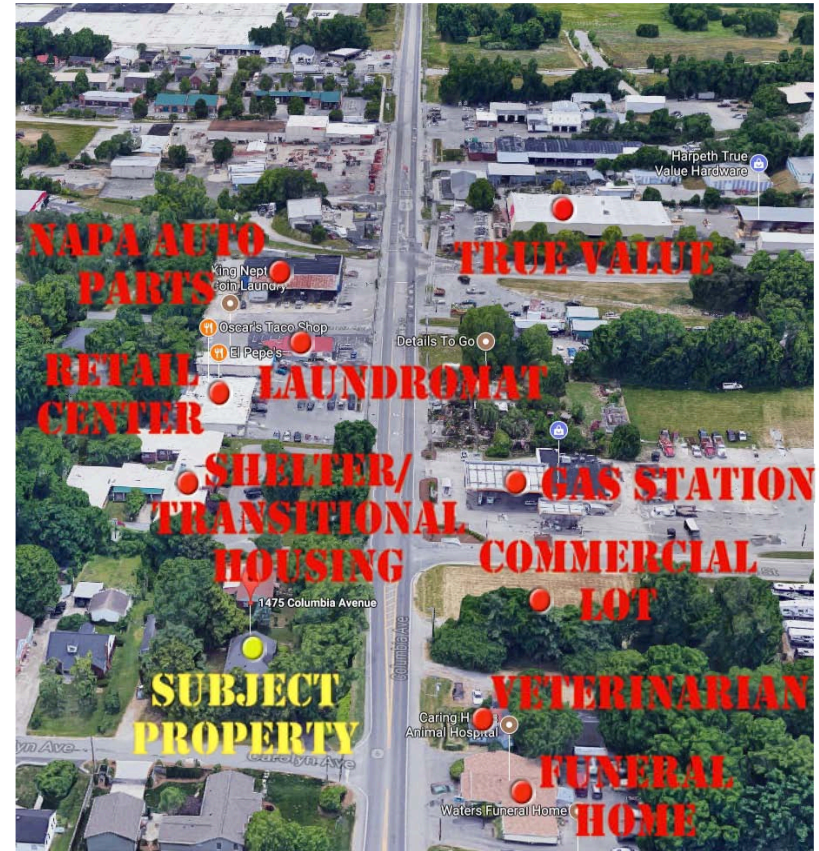
VIEW FROM SOUTHWEST CORNER



VIEW LOOKING WEST FROM FRONT YARD



PROPERTIES ADJACENT TO SUBJECT PROPERTY



VIEW LOOKING SOUTH



MAP

1475 COLUMBIA AVENUE || HIGHLAND GARDENS

CFCO-1 AND CFCO-2 TEXT AMENDMENT

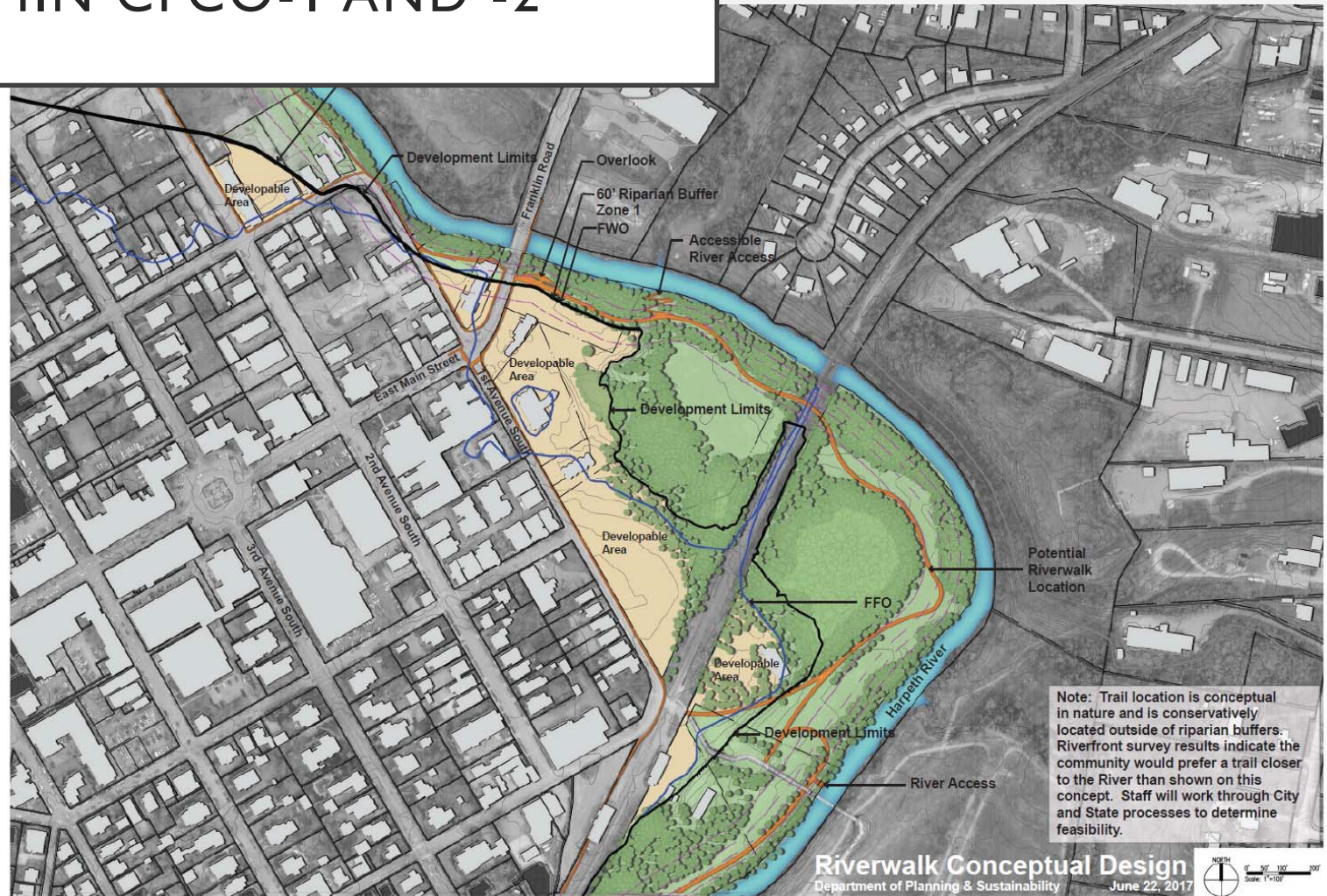
August 8, 2017
BOMA Work Session

HISTORY

- Few properties had lost nonconforming use rights in floodplain
- City and BWSC conducted Riverfront Planning Study
- Discussed the downtown riverfront area at 2 JCWs
- Held a neighborhood meeting with property owners for Envision Franklin
- Envision Franklin plan amendment adopted by FMPC in June 2017
- Corresponding text amendment given favorable recommendation by FMPC
- Text amendment deferred at BOMA from July to August Work Session

AREA WITHIN CFCO-1 AND -2

- Development Limits
- Construction Standards
- FFO/FWO uses
- Grading requirements
- Multi-use path along River

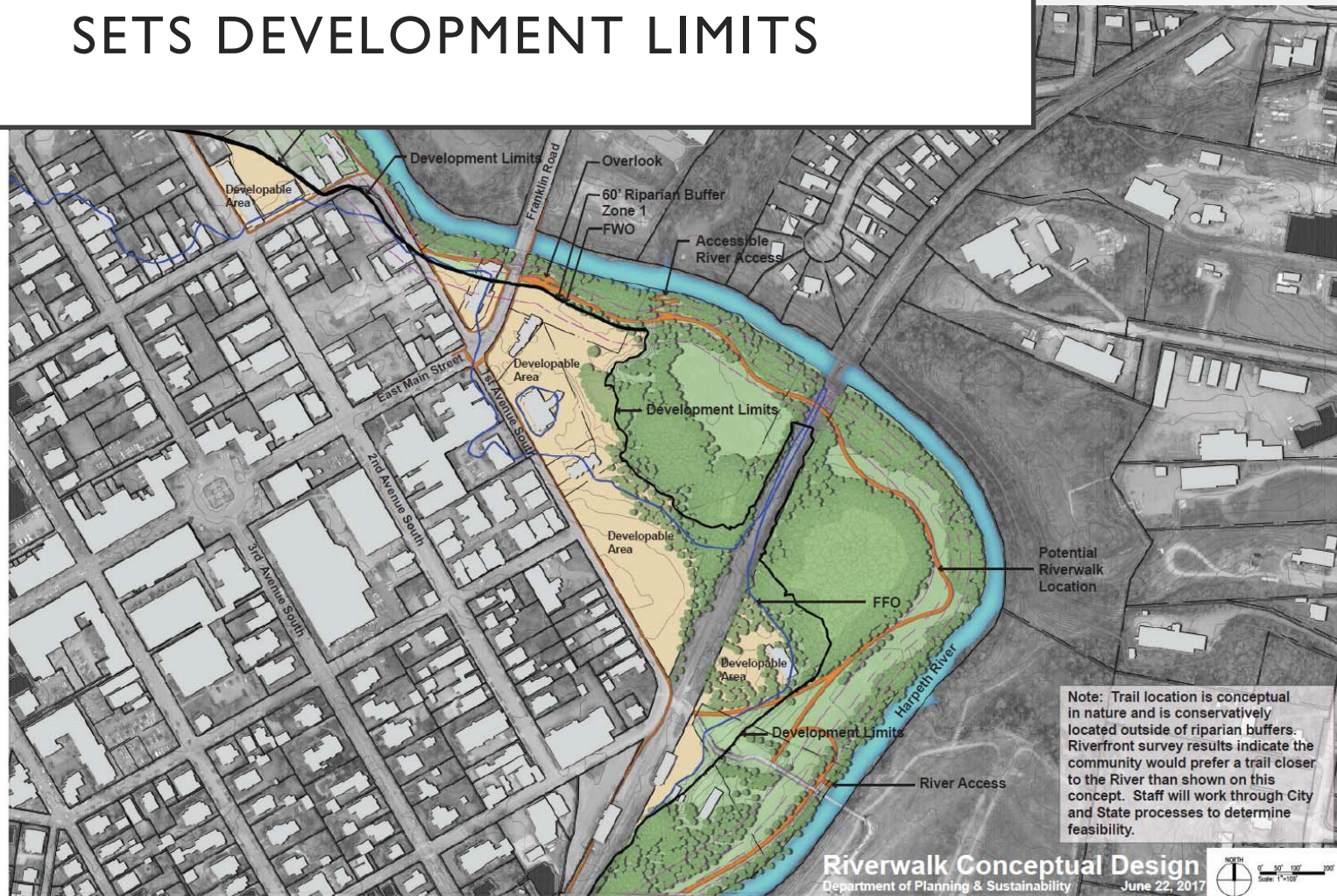


PROPOSED TEXT AMENDMENT ZONING ORDINANCE

- Creates a developable area within the FFO along its edges to allow redevelopment and nonresidential uses along E Main St and 1st Avenue S
- Establishes limits for developable area using elevation contour of 630, the riparian buffer, or the FWO, whichever is most restrictive
- Requires development to meet all construction standards for floodplain protection
- Allows only FFO/FWO uses beyond the “development limits”
- Requires any grading within the developable area to be reviewed by the FMPC with development proposal and limits grading beyond the development limits
- Requires a multi-use path along the Harpeth River with connections to E Main St and 1st Avenue

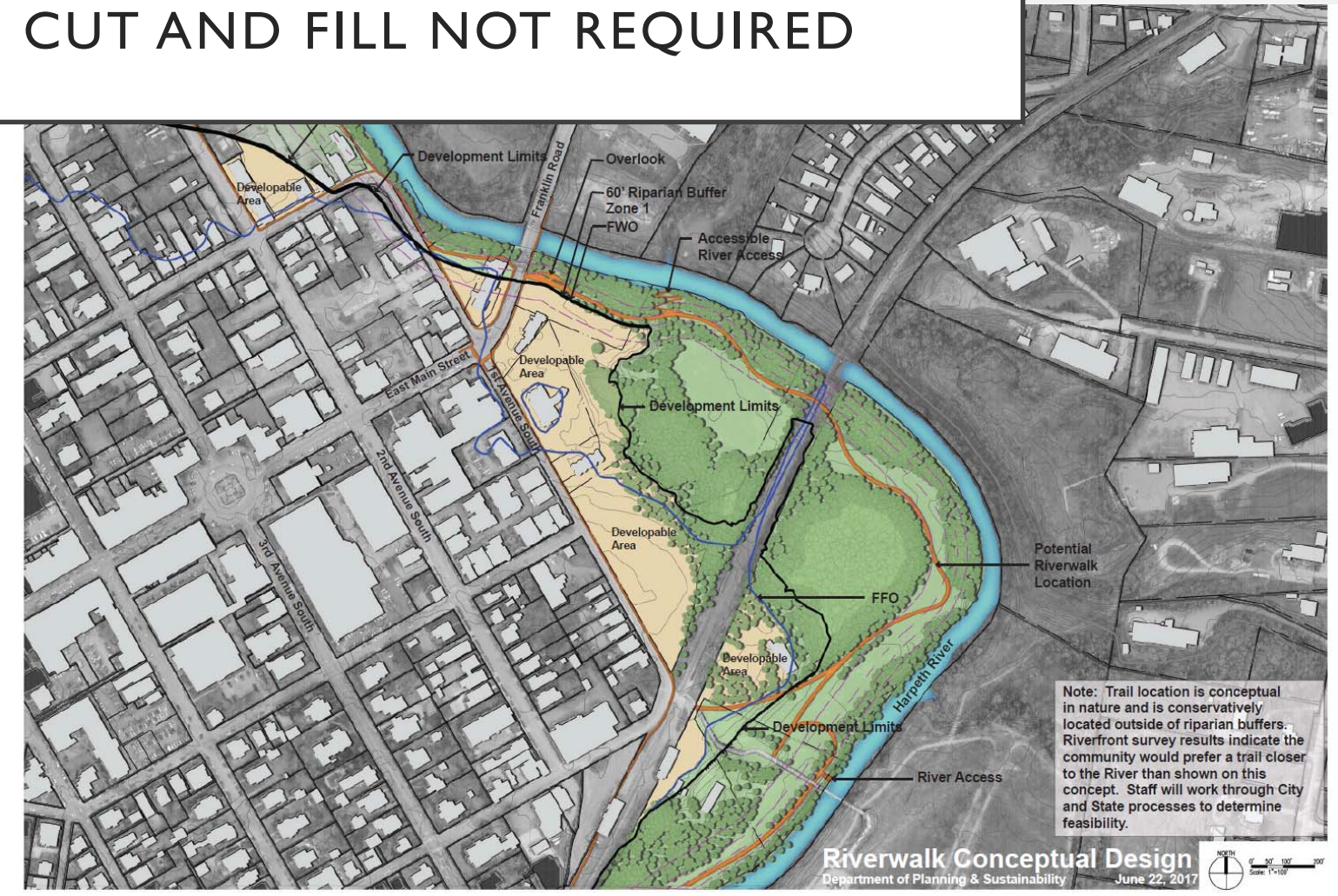
SETS DEVELOPMENT LIMITS

- Text sets a development limits line at 630 feet above sea level, or the riparian buffer, or the FWO, whichever is most restrictive
- 630 is part of steep slope dropping into deeper floodplain
- Most of developable area is at 636 or higher



CUT AND FILL NOT REQUIRED

- MPC
ble area
ire cut-
uction
n 5.8.5,
on
proach
5th Ave N)
fill
nt limits
tural



10-YEAR FLOOD ZONE

WHEREAS, this area provides a unique opportunity to enhance the role of the Harpeth River in Downtown Franklin; and

WHEREAS, the City's general plan, *Envision Franklin*, states that open space along the Harpeth River should be integrated into the downtown core, while also defining an on-site edge of the downtown core; and

WHEREAS, *Envision Franklin* states that development should be designed around conservation areas to highlight them as community amenities with pedestrian and bike systems that will connect the entire conservation design concept throughout the city; and

WHEREAS, some properties in this area had developed prior to Federal or local floodplain regulations but have lost their legally nonconforming use rights in the FFO; and

WHEREAS, this Zoning Ordinance text amendment provides additional development rights along the edges of the FFO within certain development limits without requiring compensatory cut-and-fill, while preserving the remainder of the natural floodplain and native vegetation that define an on-site edge of the downtown core and while preserving most of the ten-year flood zone; and

WHEREAS, these development limits take into account the Riverfront Planning Study preliminary engineering findings for where compensatory cut-and-fill could potentially occur; and

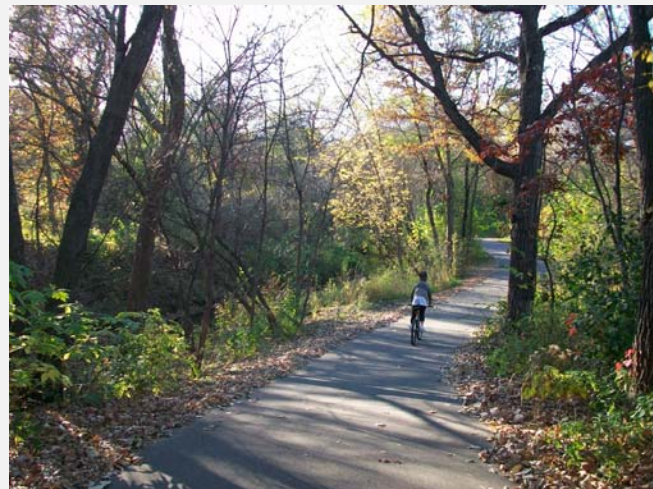
WHEREAS, this Zoning Ordinance text amendment to amend the CFCO-1 and CFCO-2 Standards is in the best interest of the citizens of Franklin.

Ten-year was not used in analysis, but conveys that deeper, higher-risk floodplain should be preserved



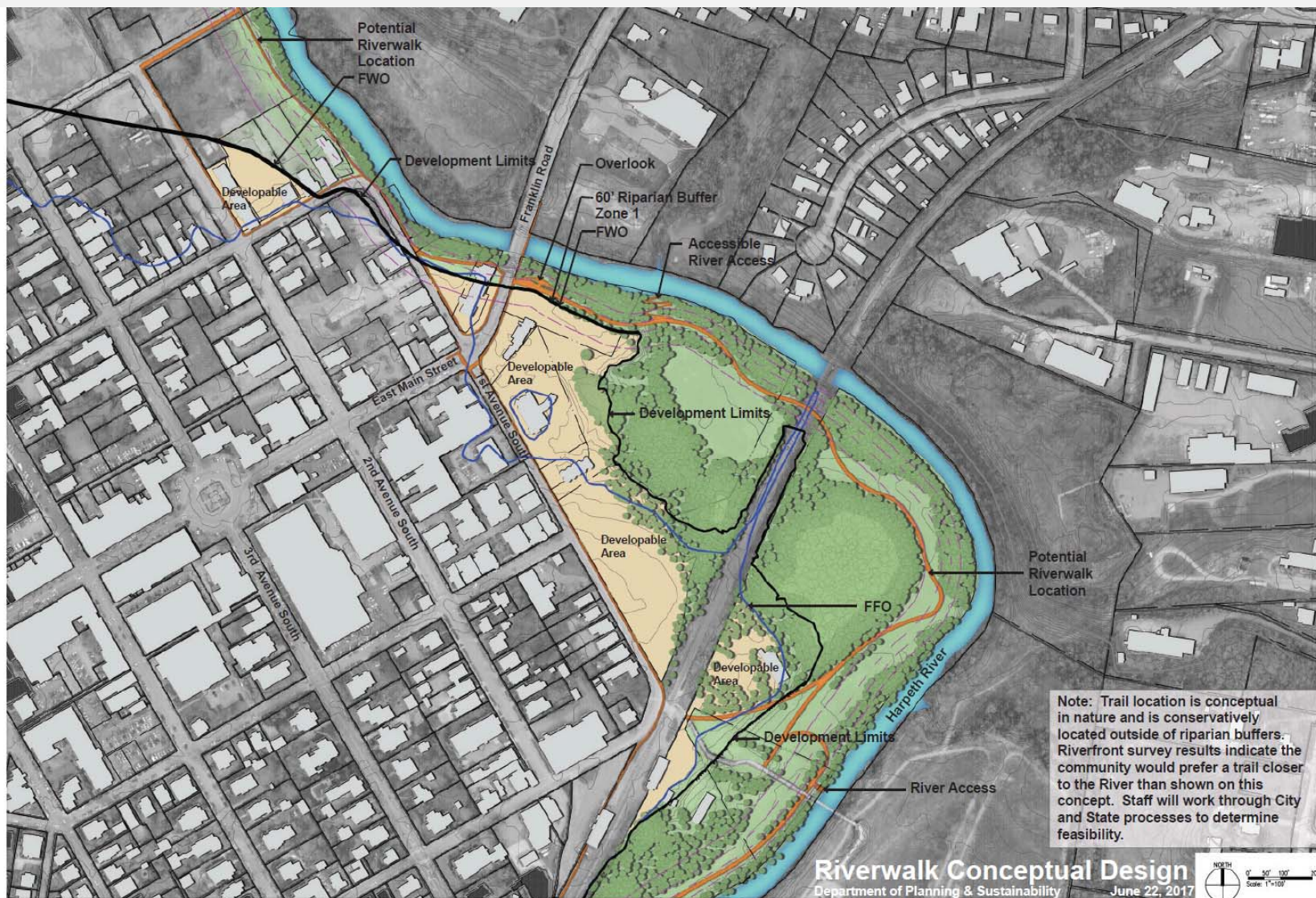
REQUIRES PATH ALONG THE HARPETH

- Zoning Ordinance can require connectivity and pedestrian facilities
- Riverfront Study results show community is:
 - Very supportive of a path by the River in a natural setting
 - Want connectivity to neighborhoods and the community



CONFLICTS BETWEEN OVERLAY AND CH. 5

- When there is conflict between an Overlay District and Development Standards, the Overlay District supercedes.
- Text written so CFCO-1 and -2 supercede FFO (uses)
- Construction would need to meet all standards
- Staff sees no problematic conflicts



ORDINANCE 2017-23

TO BE ENTITLED: “AN ORDINANCE TO AMEND CHAPTERS 2 AND 3 AND 8 OF THE ZONING ORDINANCE OF THE CITY OF FRANKLIN, TENNESSEE, TO ALLOW LIMITED DEVELOPMENT IN THE FLOODWAY FRINGE OVERLAY DISTRICT (FFO) WITHIN CERTAIN CENTRAL FRANKLIN CHARACTER AREA OVERLAY DISTRICTS (CFCO-1 and CFCO-2).”

WHEREAS, the City and the City’s consultant, Barge Waggoner Sumner & Cannon, completed a Riverfront Planning Study along the Harpeth River in Downtown Franklin to identify the community’s vision for a Riverwalk and opinions about development within the 100-year floodplain; and

WHEREAS, the study results found broad support for a Riverwalk along the River in a natural setting and the majority did not support additional development within the 100-year floodplain; and

WHEREAS, the Franklin Zoning Ordinance does not allow new development within the 100-year floodplain except in very limited geographic locations, but it does allow floodplain alteration with compensatory cut-and-fill to remove land from the floodplain; and

WHEREAS, this area provides a unique opportunity to enhance the role of the Harpeth River in Downtown Franklin; and

WHEREAS, the City’s general plan, *Envision Franklin*, states that open space along the Harpeth River should be integrated into the downtown core, while also defining an on-site edge of the downtown core; and

WHEREAS, *Envision Franklin* states that development should be designed around conservation areas to highlight them as community amenities with pedestrian and bike systems that will connect the entire conservation design concept throughout the city; and

WHEREAS, some properties in this area had developed prior to Federal or local floodplain regulations but have lost their legally nonconforming use rights in the FFO; and

WHEREAS, this Zoning Ordinance text amendment provides additional development rights along the edges of the FFO within certain development limits without requiring compensatory cut-and-fill, while preserving the remainder of the natural floodplain and native vegetation that define an on-site edge of the downtown core and while preserving most of the ten-year flood zone; and

WHEREAS, these development limits take into account the Riverfront Planning Study preliminary engineering findings for where compensatory cut-and-fill could potentially occur; and

WHEREAS, this Zoning Ordinance text amendment to amend the CFCO-1 and CFCO-2 Standards is in the best interest of the citizens of Franklin.

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

SECTION I. That Chapter 3, Section 3.5.6, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in **bold**, and is approved to read as follows:

(b) CFCO-1 Standards

(i) Applicability ...

In cases of conflict between this Subsection and Section 3.4.5, Floodway Fringe Overlay District, the regulations of this subsection shall apply.

...

(xv) Development within the FFO

A.) Development Limits

1. Development and/or redevelopment shall be permitted along the edges of the FFO within these defined Development Limits: In no case, shall the maximum encroachment into the FFO be closer to the Harpeth River than the existing elevation contour of 630 feet above sea level prior to any modification of floodplain, or the riparian buffer as required by the Stormwater Management Ordinance, or the outer boundary of the FWO, whichever is most restrictive.

2. Within the Development Limits, development and/or redevelopment shall be permitted in accordance with this Subsection, Traditional Development standards, and Floodplain Protection standards. Associated grading shall be approved only as part of a Site Plan for development. All Site Plans, including mass grading, shall be submitted to the FMPC for review.

B.) Uses and Standards

1. Within the Development Limits, use types in the applicable base zoning district shall be permitted, except for the following uses which shall be prohibited: assisted living facilities, correctional facilities, hospitals, nursing/convalescent homes, bed and breakfast establishments, hotels, boutique hotels, and residential uses.

2. Buildings shall face both the street and multi-use path, with pedestrian gathering spaces located along the multi-use path.

3. Beyond the Development Limits, new uses/encroachments shall be in accordance with Section 3.4.4, FWO District, or 3.4.5, FFO District, whichever is applicable, except for the following use which shall be prohibited: floodplain alteration not associated with public or private infrastructure.

4. CFCO-1 within the FWO or FFO shall meet the Open Space Standards, LSR, and Tree Canopy Retention standards in Chapter 5, Development Standards per the applicable Base Zoning District, and shall not be otherwise exempted by any other referenced CFCO-1 exemption.

C.) Multi-Use Path

1. A public multi-use path shall be located along the Harpeth River with pedestrian access points to E. Main Street and 1st Avenue South and North.
2. Paths shall have a minimum width of 12 feet. The width may be reduced to 8 feet in portions of the path to minimize disturbance to native vegetation or environmental constraints.

SECTION II. That Chapter 3, Section 3.5.6, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in **bold**, and is approved to read as follows:

(c) CFCO-2 Standards

(i) Applicability

...

In cases of conflict between this Subsection and Section 3.4.5, Floodway Fringe Overlay District, the regulations of this subsection shall apply.

...

(xv) Development within the FFO

A.) Development Limits

1. Development and/or redevelopment shall be permitted along the edges of the FFO within these defined Development Limits: In no case, shall the maximum encroachment into the FFO be closer to the Harpeth River than the existing elevation contour of 630 feet above sea level prior to any modification of floodplain, or the riparian buffer as required by the Stormwater Management Ordinance, or the outer boundary of the FWO, whichever is most restrictive.
2. Within the Development Limits, development and/or redevelopment shall be permitted in accordance with this Subsection, Traditional Development standards, and Floodplain Protection standards. Associated grading shall be approved only as part of a Site Plan for development. All Site Plans, including mass grading, shall be submitted to the FMPC for review.

B.) Uses and Standards

1. Within the Development Limits, use types in the applicable base zoning district shall be permitted, except for the following uses which shall be prohibited: assisted living facilities, correctional facilities, hospitals, nursing/convalescent homes, bed and breakfast establishments, hotels, boutique hotels, and residential uses.
2. Buildings shall face both the street and multi-use path, with pedestrian gathering spaces located along the multi-use path.

3. Beyond the Development Limits, new uses/encroachments shall be in accordance with Section 3.4.4, FWO District, or 3.4.5, FFO District, whichever is applicable, except for the following use which shall be prohibited: floodplain alteration not associated with public or private infrastructure.

4. CFCO-2 within the FWO or FFO shall meet the Open Space Standards, LSR, and Tree Canopy Retention standards in Chapter 5, Development Standards per the applicable Base Zoning District, and shall not be otherwise exempted by any other referenced CFCO-2 exemption.

C.) Multi-Use Path

1. A public multi-use path shall be located along the Harpeth River with pedestrian access points to E. Main Street and 1st Avenue South and North.

2. Paths shall have a minimum width of 12 feet. The width may be reduced to 8 feet in portions of the path to minimize disturbance to native vegetation or environmental constraints.

SECTION III. That Chapter 2, Section 2.4, Subsection 2.4.3 of the Franklin Zoning Ordinance is hereby amended to add the following text noted in **bold**, and is approved to read as follows:

(2) Applicability

c.) Site Plans shall be submitted to the FMPC approval instead of administrative review by staff, if the development application:

...

(vi) is for property located within the CFCO-1 or CFCO-2 Overlay Districts and within the FFO or FWO Overlay Districts. Mass grading shall only be approved as part of a site plan for development.

SECTION IV. That Chapter 8, Section 8.3, of the Franklin Zoning Ordinance is hereby amended to remove the following text with a ~~strike through~~ and add the following text noted in **bold**, and is approved to read as follows:

8.3 Definitions and Use Classifications

...

Infrastructure, Public or Private

~~Public improvements for~~ **Facilities and services needed to sustain development and land-use activities including but not limited to** water, sewer, drainage, **stormwater management improvements**, streets, sidewalks, and similar facilities.

...

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
Eric S. Stuckey
City Administrator

BY: _____
Dr. Ken Moore
Mayor

Approved as to Form:

Shauna R. Billingsley, City Attorney

PLANNING COMMISSION RECOMMENDED:

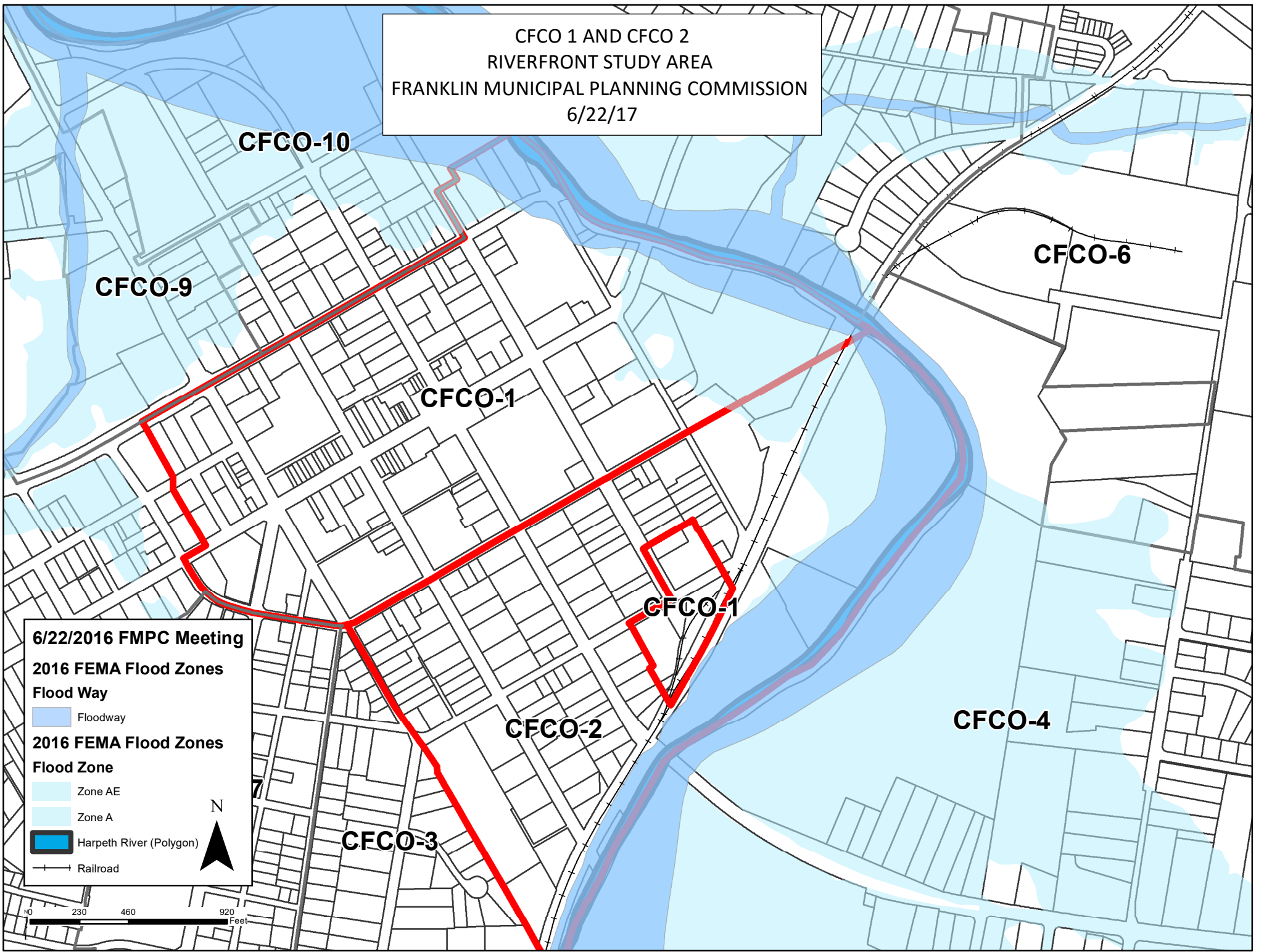
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

CFCO 1 AND CFCO 2
RIVERFRONT STUDY AREA
FRANKLIN MUNICIPAL PLANNING COMMISSION
6/22/17



6/22/2016 FMPC Meeting

2016 FEMA Flood Zones

Flood Way

 Floodway

2016 FEMA Flood Zones

Flood Zone

 Zone AE

 Zone A

 Harpeth River (Polygon)

 Railroad



RESOLUTION 2017-35

A RESOLUTION BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION TO ADOPT A PLAN AMENDMENT TO ENVISION FRANKLIN FOR PROPERTIES LOCATED IN DOWNTOWN FRANKLIN ALONG THE HARPETH RIVERFRONT.

WHEREAS, pursuant to *Tennessee Code Annotated* (T.C.A.) § 13-4-201, it is the function and duty of the Franklin Municipal Planning Commission (FMPC) to adopt an official general plan for the physical development of the City of Franklin; and

WHEREAS, the City adopted *Envision Franklin* on January 26, 2017, and it provides a framework for the City to make land-use decisions, manage the quality of development, determine the timing and location of future growth, and direct investment and development activity; and

WHEREAS, the FMPC may from time to time amend, extend or add to the plan, or carry any part of subject matter into greater detail; and

WHEREAS, these amendments generally result from special studies or because of changes within the market, infrastructure, a specific issue/policy change, changes in State law, or a substantial change in situation or public sentiment; and

WHEREAS, the City and consultant, Barge Waggoner Sumner & Cannon, completed a Riverfront Planning Study along the Harpeth River in Downtown Franklin that gathered community perspectives on Riverwalk opportunities and development in the 100-year floodplain; and

WHEREAS, the study results found broad support for a Riverwalk along the River in a natural setting and the majority did not support additional development within the 100-year floodplain; and

WHEREAS, this area provides a unique opportunity to enhance the role of the Harpeth River in Downtown Franklin; and

WHEREAS, *Envision Franklin* states that open space along the Harpeth River should be integrated into the downtown core, while also defining an on-site edge of the downtown core; and

WHEREAS, *Envision Franklin* states that development should be designed around conservation areas to highlight them as community amenities with pedestrian and bike systems that will connect the entire conservation design concept throughout the city; and

WHEREAS, this plan amendment provides additional development flexibility along the edges of the 100-year floodplain within certain development limits without requiring compensatory cut-and-fill, while preserving the natural floodplain and native vegetation that define an on-site edge of the downtown core and while preserving most of the ten-year flood zone; and

WHEREAS, these development limits take into account the Riverfront Planning Study preliminary engineering findings for where compensatory cut-and-fill could potentially occur; and

WHEREAS, this amendment, as depicted in the attachment(s), revises the Neighborhood Mixed Use Special Considerations for First Avenue, East Main Street, South Margin Street, and Bridge Street, and replaces Figure 4.4 Conceptual Plan with a new Conceptual Plan; and

WHEREAS, the FMPC held a public hearing and the Plan amendment to *Envision Franklin* is found to be in the best interest of the citizens of the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED, by the Franklin Municipal Planning Commission of the City of Franklin, Tennessee, as follows:

SECTION I. That Envision Franklin shall be amended to include the Conceptual Plan and Neighborhood Mixed Use Special Considerations as described in the attachments.

SECTION II. A copy of the adopted amendment to Envision Franklin shall be certified to the Board of Mayor and Aldermen, as required by T.C.A. § 13-4-202.

SECTION III. That this Resolution shall take effect upon approval by the FMPC on June 22, 2017, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

PLANNING COMMISSION

By: _____

Emily Hunter
Planning Director

By: _____

Mike Hathaway
Chair

Approved as to Form:

By: _____

Shauna Billingsley
City Attorney

NEIGHBORHOOD MEETING:

6/6/2017

PUBLIC HEARING:

6/22/2017

NEIGHBORHOOD MIXED-USE

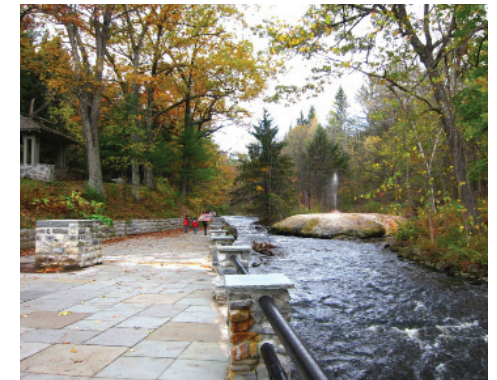
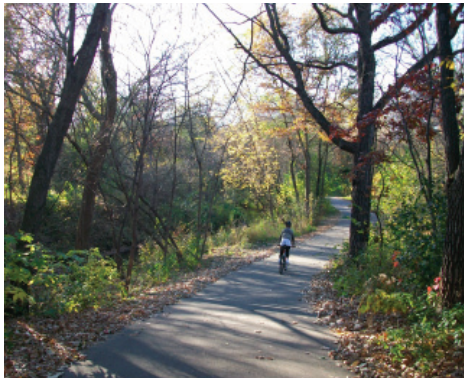
SPECIAL CONSIDERATIONS

First Avenue, East Main Street, Bridge Street Area along the Harpeth River

In 2017, the City and its consultant, Barge Waggoner Sumner & Cannon, Inc., conducted a Riverfront Planning Study to identify the community's vision for a Riverwalk and opinions about development. The results found broad support for a Riverwalk in a natural setting along the River and the majority did not support additional development within the floodplain.

This **area** provides a unique opportunity to enhance the role of the Harpeth River in **downtown** Franklin. Open space along the River **should be** integrated into the downtown core, while also defining an on-site edge of the downtown core. **Open space areas** within the floodplain should be preserved and enhanced with a system of **multi-use paths along the Harpeth River**. These paths **should provide connections to downtown uses and public parks, with periodic overlooks and access points to the River**.

The images below represent the community's desired amenities along the Riverwalk. These types of amenities are encouraged along the Riverwalk.



NEIGHBORHOOD MIXED-USE

SPECIAL CONSIDERATIONS (CONT.)	First Avenue, East Main Street, Bridge Street Area along the Harpeth River	This area contains a significant amount of Harpeth River 100-year floodplain. The City generally requires locating new development outside of floodplain limits. Floodplain alteration can remove land from the floodplain to create buildable area, but doing so can result in unnatural landscape and removal of existing vegetation. In this historic downtown location, the City should allow additional use and development along the existing street network without compensatory cut-and-fill. Beyond that, the natural floodplain contours and native vegetation should be preserved to define an on-site edge of the downtown core. See Figure 4.4 for appropriate development limits. Redevelopment along existing streets provides flexibility to properties that originally developed prior to Federal and local floodplain regulations. For public safety purposes, uses within the 100-year floodplain should be limited to nonresidential uses that avoid potential for overnight stay. Additionally, all construction is expected to be raised above the Base Flood Elevation in accordance with City standards. This area has infill potential that can complete the block face on the east side of First Avenue South and the east side of East Main Street. Site design considerations should adhere to the following: • Buildings should face both the street and the River with pedestrian gathering spaces on the path side. • The historic buildings on the west side of First Avenue South should be preserved. New buildings fronting the east side of First Avenue South, between Church Street and South Margin Street, should maintain the established single-family building character and rhythm of the opposing historic block face. Height should be sensitive to these historic buildings; therefore, a mix of predominantly one and one-half story and scattered two-story buildings is appropriate with approximately 15-foot front-yard setbacks. New buildings internal to the site may be up to three stories with transitional features. • New buildings up to three stories are appropriate north of Church Street and along East Main Street.
--------------------------------	--	---

NEIGHBORHOOD MIXED-USE

SPECIAL CONSIDERATIONS (CONT.)	First Avenue, East Main Street, Bridge Street Area along the Harpeth River	• A distinctive and unique feature of the skyline is the grain silos of the historic Lillie Belle Flour Company. Efforts should be made to repurpose this structure instead of removing it. These structures offer potential for truly scenic views of Central Franklin from what could become multifamily residential, offices, or even a specialty hotel, such as Quaker Square in Akron, Ohio. New-building architecture between Church and East Main Streets should pay homage to the industrial/agricultural history of the area. • Church Street should extend east into this area, connecting to an internal street/driveway network providing a system of north-south access parallel to First Avenue South. • Open spaces in the developable area will be limited to small greens or outdoor plaza spaces, highly accessible and visible and in a prominent location that encourages continued active use.
--------------------------------	--	---



NEIGHBORHOOD MIXED-USE

FIGURE 4.4: CONCEPTUAL PLAN - FIRST AVENUE, EAST MAIN STREET, BRIDGE STREET AREA ALONG HARPETH RIVER



RESOLUTION 2017-57

A RESOLUTION TO APPROVE PRIVATE CHAPTER 22 OF THE TENNESSEE GENERAL ASSEMBLY, MODIFYING THE CITY OF FRANKLIN CHARTER RELATIVE TO ANNEXATION OR DEANNEXATION OF PROPERTY

WHEREAS, the Charter of the City of Franklin, Tennessee, is incorporated by Chapter 126 of the Private Acts of Tennessee for 1967, as amended, of the General Assembly of the State of Tennessee; and

WHEREAS, the Board of Mayor and Aldermen approved, by unanimous vote, Resolution 2016-84, A Resolution Amending the Charter Relative to Ordinance or Resolution Adoption for Annexation or Deannexation of Property; and

WHEREAS, the Tennessee Legislature, on request of the Board of Mayor and Aldermen, considered and approved Resolution 2016-84, subsequently assigning it to Private Act, Chapter Number 22 (2017 Tenn. Priv. Acts 22); and

WHEREAS, pursuant to Resolution 2016-84, and Private Act, Chapter 22, Section 2, the Board of Mayor and Aldermen must approve the private act by a 2/3 vote of the entire membership for it to become effective.

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

2017 Tenn. Priv. Acts 22 is hereby approved and notice of such approval will be sent by the City Recorder to the State of Tennessee Secretary of State within thirty (30) days.

ADOPTED THIS ____ DAY OF _____, 2017.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE
Mayor

Approved as to form by:

Kristen L. Corn, Assistant City Attorney



State of Tennessee

PRIVATE CHAPTER NO. 22

HOUSE BILL NO. 1439

By Representatives Whitson, Sargent

Substituted for: Senate Bill No. 1454

By Senator Johnson

AN ACT to amend Chapter 79 of the Acts of 1903; as amended and rewritten by Chapter 126 of the Private Acts of 1967; Chapter 45 of the Private Acts of 1987; Chapter 73 of the Private Acts of 1991; and any other acts amendatory thereto, relative to the Charter of the City of Franklin.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Chapter 79 of the Acts of 1903, as amended and rewritten by Chapter 126 of the Private Acts of 1967, Chapter 45 of the Private Acts of 1987, Chapter 73 of the Private Acts of 1991, and any other acts amendatory thereto, is amended by deleting Article V, Section 4 and substituting instead the following:

Section 4. Ordinance Adoption. All ordinances shall begin with the enacting clause, "BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN". Every proposed ordinance shall be introduced in writing, in the form required for final adoption and, as nearly as practicable, as amending, repealing or adding sections or chapters to the city code. Upon introduction, the city administrator shall distribute a copy to each member of the board. The body of ordinances may be omitted from the journal, but reference shall be made to the ordinance by number and subject matter. No appropriation of money, levy or taxes, or zoning change shall be made unless the ordinance authorizing the same be passed on three (3) different days, and shall have received on its final passage an affirmative vote of a majority of the entire board. Annexation or de-annexation of property shall be accomplished by ordinance or resolution as provided by state law, and the same shall be passed on three (3) different days, and shall have received on its final passage an affirmative vote of a majority of the entire board. All other ordinances shall be passed on two (2) separate days. Every ordinance shall be effective upon final passage unless by its terms the effective date is deferred. Ordinances shall be authenticated by the recorder or in such manner as the board by resolution shall direct. A summary of the material provisions of every ordinance and a notice that it is on file in the recorder's office shall be published in a newspaper circulating in the city.

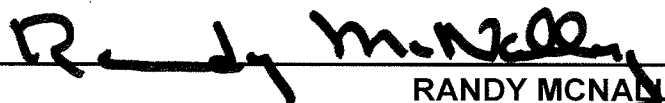
SECTION 2. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of the City of Franklin. Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body and certified to the secretary of state.

SECTION 3. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 2.

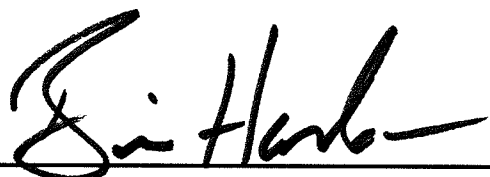
HOUSE BILL NO. 1439

PASSED: May 8, 2017


BETH HARWELL, SPEAKER
HOUSE OF REPRESENTATIVES


RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 17th day of May 2017


BILL HASLAM, GOVERNOR

RESOLUTION 2016-84

**A RESOLUTION AMENDING THE CHARTER RELATIVE TO ORDINANCE OR RESOLUTION
ADOPTION FOR ANNEXATION OR DEANNEXATION OF PROPERTY**

WHEREAS, the Charter of the City of Franklin, Tennessee, is incorporated by Chapter 126 of the Private Acts of Tennessee for 1967, as amended, of the General Assembly of the State of Tennessee; and

WHEREAS, the City of Franklin is permitted by state law to expand and contract its municipal boundaries in certain circumstances; and

WHEREAS, Article V, Section 4 of the City Charter provides that such annexation or deannexation must be accomplished by a three-reading ordinance; and

WHEREAS, Tennessee Code Annotated Title 6, Chapter 51 provides that annexation must be accomplished by resolution; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the citizens of the City of Franklin to clarify this discrepancy within the City Charter.

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

The Honorable Jack Johnson and the Honorable Charles M. Sargent, Jr. are hereby requested to introduce the following Act to the General Assembly of the State of Tennessee:

"AN ACT to amend the Charter of the City of Franklin, Tennessee, being Chapter 126 of the Private Acts of Tennessee for 1967, as amended:

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

Section 1. Article V shall be amended by modifying Section 4 by deleting the text shown in ~~strike through~~ and adding the text shown in **bold** so that it shall read as follows:

"Section 4. - Ordinance Adoption.

All ordinances shall begin with the enacting clause, "BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN." Every proposed ordinance shall be introduced in writing, in the form required for final adoption and, as nearly as practicable, as amending, repealing or adding sections or chapters to the city code. Upon introduction, the city administrator shall distribute a copy to each member of the board. The body of ordinances may be omitted from the journal, but reference shall be made to the ordinance by number and subject matter. No appropriation of money, levy or taxes, ~~or zoning change or annexation or de-annexation of property~~ shall be made unless the ordinance authorizing the same be passed on three (3) different days, and shall have received on its final passage an affirmative vote of a majority of the entire board. **Annexation or de-annexation of property shall be accomplished by ordinance or resolution as provided by state law, and the same shall be passed on three (3)**

different days, and shall have received on its final passage an affirmative vote of a majority of the entire board. All other ordinances shall be passed on two (2) separate days. Every ordinance shall be effective upon final passage unless by its terms the effective date is deferred. Ordinances shall be authenticated by the recorder or in such manner as the board by resolution shall direct. A summary of the material provisions of every ordinance and a notice that it is on file in the recorder's office shall be published in a newspaper circulating in the city."

Section 2. This act shall become effective when it has been approved by the Board of Mayor and Aldermen of the City of Franklin by a vote of not less than two-thirds of the entire membership of the board after its signing by the governor of this state. The approval or non-approval of the act by the Board of Mayor and Aldermen shall be certified by the mayor of the City of Franklin to the Tennessee Secretary of State."

ADOPTED THIS 24th DAY OF January, 2017.

ATTEST:

By: Eric S. Stuckey
ERIC S. STUCKEY
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE

By: [Signature]
DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
Shauna R. Billingsley, City Attorney

RESOLUTION 2017-58

A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO NEGOTIATE THE TERMS OF THE PARKLAND ACQUISITION AGREEMENT (COF CONTRACT NO. 2016-0098) ON BEHALF OF THE CITY

WHEREAS, the Board of Mayor and Aldermen entered the Parkland Acquisition Agreement (“Agreement”) with Crescent Lockwood on June 22, 2017; and

WHEREAS, during the due diligence phase, the City was advised that Robison Lake, which is part of the acquisition, contained a dam that will require significant repairs; and

WHEREAS, the Agreement contemplates closing on the acquisition by August 15, 2017, which can be extended solely by Crescent Lockwood up to September 15, 2017; and

WHEREAS, it may be necessary to extend the closing date past September, 15, 2017, but such an extension will require an amendment to the Agreement; and

WHEREAS, it may be necessary to amend the terms of the Agreement relative to the cost of purchase; and

WHEREAS, it may be necessary to exercise the City’s option to terminate the Agreement prior to closing should an agreement not be reached relative to the dam and/or purchase price; and

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee now find that it is in the best interests of the City authorize the City Administrator to negotiate with Crescent Lockwood on behalf of the City relative to Contract No. 2016-0098.

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

The City Administrator is hereby authorized to negotiate with Crescent Lockwood on behalf of the City relative to Contract No. 2016-0098; however, such negotiation shall not encumber the City for more than the Agreement currently states, which is One Million Five Hundred Thousand and No/100 Dollars. The City Administrator is further authorized to terminate the Agreement if a resolution is not sufficiently reached relative to the dam.

This resolution shall be effective upon passage, the public welfare of the City requiring it.

(Signatures on page 2)

Adopted this ____ day of _____, 2017.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
Eric S. Stuckey
City Administrator

BY: _____
Dr. Ken Moore
Mayor

APPROVED AS TO FORM BY:

Shauna R. Billingsley
City Attorney

**PARKLAND ACQUISITION AGREEMENT
COF CONTRACT NO 2016-0098**

This agreement (this "Agreement") is entered into by and between THE CITY OF FRANKLIN, TENNESSEE ("City"), and CRESCENT LOCKWOOD, LLC ("Developer"), on this the 22 day of June, 2017.

WHEREAS, the Developer owns property that includes approximately 76.99 acres on which no development is projected or provided for in the approved development plan for the adjacent development (the "Future Park Tract"), as depicted on Exhibit A; and

WHEREAS, the City has determined that the Future Park Tract is consistent with the Parks Master Plan of the City, and appropriate for future development by the City as a City park; and

WHEREAS, the City and the Developer desire to establish a schedule and procedure whereby the City will acquire the Future Park Tract.

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 shall deliver to the City, within ten (10) business days after execution of this Agreement by both Developer and the City, all inspections, surveys and reports applicable to the Future Park Tract, including without limitation any existing title policies, environmental inspections and surveys (collectively, the "Due Diligence Material"), all delivered without warranty of accuracy or completeness and to the extent within Developer's possession or control. The City shall have until July 15, 2017 (the "Due Diligence Period"), to review the Due Diligence Material and to conduct such inspections or reviews of the Future Park Tract as may be deemed appropriate or necessary by the City, including without limitation water sampling, surveys or environmental inspections. If the City objects to any matter revealed by such inspections, the City shall provide written notice to the Developer within the Due Diligence Period and the Developer shall thereafter have the right, but not the obligation to cure such matter. If the City does not accept any condition of the Future Park Tract, in the City's sole discretion, the City may terminate this Agreement with written notice to Developer during the Due Diligence Period.
3. From and after the date of execution of this Agreement, Developer will pursue the creation of a plan to delineate the portion of the Future Park Tract or on other property as may be approved by the City on which Developer will be entitled to cut and grade soil to accommodate development work within the Lockwood Glen development (the "Grading Plan"). Developer will deliver the Grading Plan to the City for review and approval no later than July 10, 2017, and all approvals and permits related thereto (collectively, the "Grading Approvals") must be approved by the Closing Date, as hereinafter defined.
4. If the City does not terminate this Agreement, the City will purchase the Future Park Tract no later than August 15, 2017 (the "Closing Date"). Notwithstanding any other provision of this Agreement,

if the Grading Approvals have not been approved and issued by the Closing Date, Developer may in Developer's discretion extend the Closing Date to September 15, 2017. If the Grading Approvals are not received by the Closing Date, as may be extended hereunder, Developer shall have the right to terminate this Agreement. The purchase price for the Future Park Tract is ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00), to be paid to Developer in an initial installment of \$500,000.00 on the Closing Date, and additional installments of \$500,000.00 on the first and second annual anniversary of the Closing Date. In addition to the purchase price, and in consideration of Developer's agreement to a purchase price less than one-half of the City's appraised value of the Future Park Tract, the City agrees to forego any parkland dedication obligation or in-lieu fee that arises from the amended Development Plan approved by the City on August 23, 2016. As part of the Carothers South Parkway Project, the City purchased Right-of-Way to accommodate a water quality facility, possible future turn land and possible future traffic signal, as conceptually shown in Exhibit C. The City agrees to evaluate this property and declare all unnecessary Right-of-Way as surplus property and dedicate all surplus property, as conceptually shown in Exhibit C to the owner or future owner of Map 089 and Parcel 04801 concurrently to the time a Final Plat and Site Plan is submitted and approved by the Franklin Municipal Planning Commission. The City and Developer agree to reserve and dedicate enough Right-of-Way to accommodate a future 12' right turn lane, 12' trail and 6' grass strip at no cost to the City as conceptually shown in Exhibit C. The Developer agrees to relocate and incorporate the additional volume lost, associated with the existing water quality facility as shown in Exhibit C, into the overall site plan submitted for the property known as Map 089 Parcel 04801. The volume and water quality facility shall be in addition to any water quality requirements at the time the Site Plan for the adjacent property is submitted and approved by the Franklin Municipal Planning Commission. The maintenance of this future water quality facility shall be the responsibility of the future property owner(s) of Map 089 Parcel 04801.

5. Developer will deliver a special warranty deed (the "Deed") for the Future Park Tract to the City. The City will pay for all recording costs for the Deed, and any title policy desired by the City. The Developer will pay for its own attorney fees and will pay ad valorem real estate taxes for 2017 and any prior years prorated for the period of ownership by Developer. The Deed will include restrictions that restrict the use of the Future Park Tract from sports lighting, but such restriction shall not restrict lighting for trails, parking areas or other lighting for safety or convenience. The parties agree to reserve a temporary construction easement in favor of Developer over a portion of the Future Park Tract to be identified in the Grading Plan and reasonably approved by the City for the grading activities to be more fully described in the Grading Plan, which easement shall include customary indemnity and hold harmless agreements in favor of the City relating to any exercise of the easement by Developer, its agents, employees or contractors.
6. The City and Developer jointly designed a conceptual development plan for the Future Park Tract attached hereto and incorporated herein by reference as Exhibit B and incorporated herein by reference (the "Conceptual Park Plan"). The parties understand that the Conceptual Park Plan is not a final approved document. As such, a park development plan will be required and that document will be the binding document for the Future Park Tract. The City agrees to provide the Developer with the draft and a reasonable time to comment prior to finalizing the development plan. The City is not required to take the recommendations of the Developer.
7. After the Closing Date, the City will undertake all maintenance and management responsibilities for the Future Park Tract, including without limitation any drainage facilities located on the Future Park

Tract; provided, however, that Developer will have the obligation to remove siltation resulting from its development and construction activities. The City will diligently attempt to commence construction of park facilities consistent with the Conceptual Park Plan no later than March 31, 2018.

8. This Agreement may not be amended or modified except with the written approval of the City and Developer.
9. Between the date of this Agreement and the acquisition of the Future Park Tract in its entirety, and subject to the termination rights provided herein, Developer agrees not to further encumber the Future Park Tract or to convey any interest therein, including without limitation any leases, easements or security instruments, but excluding conveyances in favor of the City or easements and conveyances required to comply with the Concept Plan or otherwise required for utilities applicable to the property of which the Future Park Tract is a part.
10. The City shall have no liability except as specifically provided in this Agreement.
11. 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.
12. This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.
13. In the event of a default under this Agreement on the part of Developer or the City, either party may enforce this Agreement at law or in equity, and the prevailing party shall be entitled to the costs of enforcement at all levels, including reasonable attorney fees.
14. The provisions of this Agreement with respect to post-closing payments of installments of the purchase price and maintenance, management, development and construction of a park consistent with the Development Plan shall survive closing and delivery of the Deed.
15. Developer may freely assign the obligations and rights of Developer, in whole in in part, to any entity or person. Developer agrees to provide the City with 15 days' written notice should Developer assign any obligations or rights to any other entity or party.

Approved by the Franklin Board of Mayor and Aldermen on June 13, 2017.

WITNESS our hands on the dates as indicated.

[SIGNATURES ON FOLLOWING PAGES]

DEVELOPER

CRESCENT LOCKWOOD, LLC, a Delaware limited liability company

By: 
Rob Davenport, Vice-President

Date: 6/20/17

STATE OF NORTH CAROLINA)

)

COUNTY OF MECKLENBURG)

Before me, Kay H. Arnette, a Notary Public of said County and State, personally appeared Rob Davenport, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President (or other officer authorized to execute the instrument) of Crescent Lockwood, LLC, the within named bargainor, a limited liability company, and that he as Vice President of the limited liability company executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this 20th day of June, 2017.




Notary Public
My Commission Expires: June 28, 2019

[Handwritten signature]

[Handwritten text]

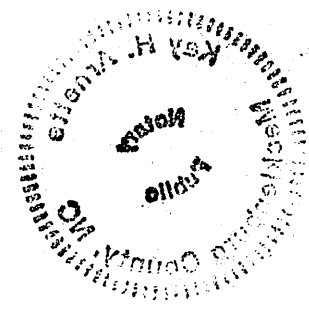
[Handwritten text]

[Handwritten text]

[Faint, mostly illegible handwritten text]

[Handwritten text]

[Faint, mostly illegible handwritten text]



CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: [Signature]
DR. KEN MOORE
Mayor

Date: 6-22-2017

By: [Signature]
ERIC S. STUCKEY
City Administrator

Date: 6-22-2017

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 22 day of June, 2017.
[Signature]
Notary Public
My Commission Expires: 2-23-20

Approved as to form by:

[Signature]
Shauna R. Billingsley, City Attorney



EXHIBIT A
DEPICTION OF FUTURE PARK TRACT

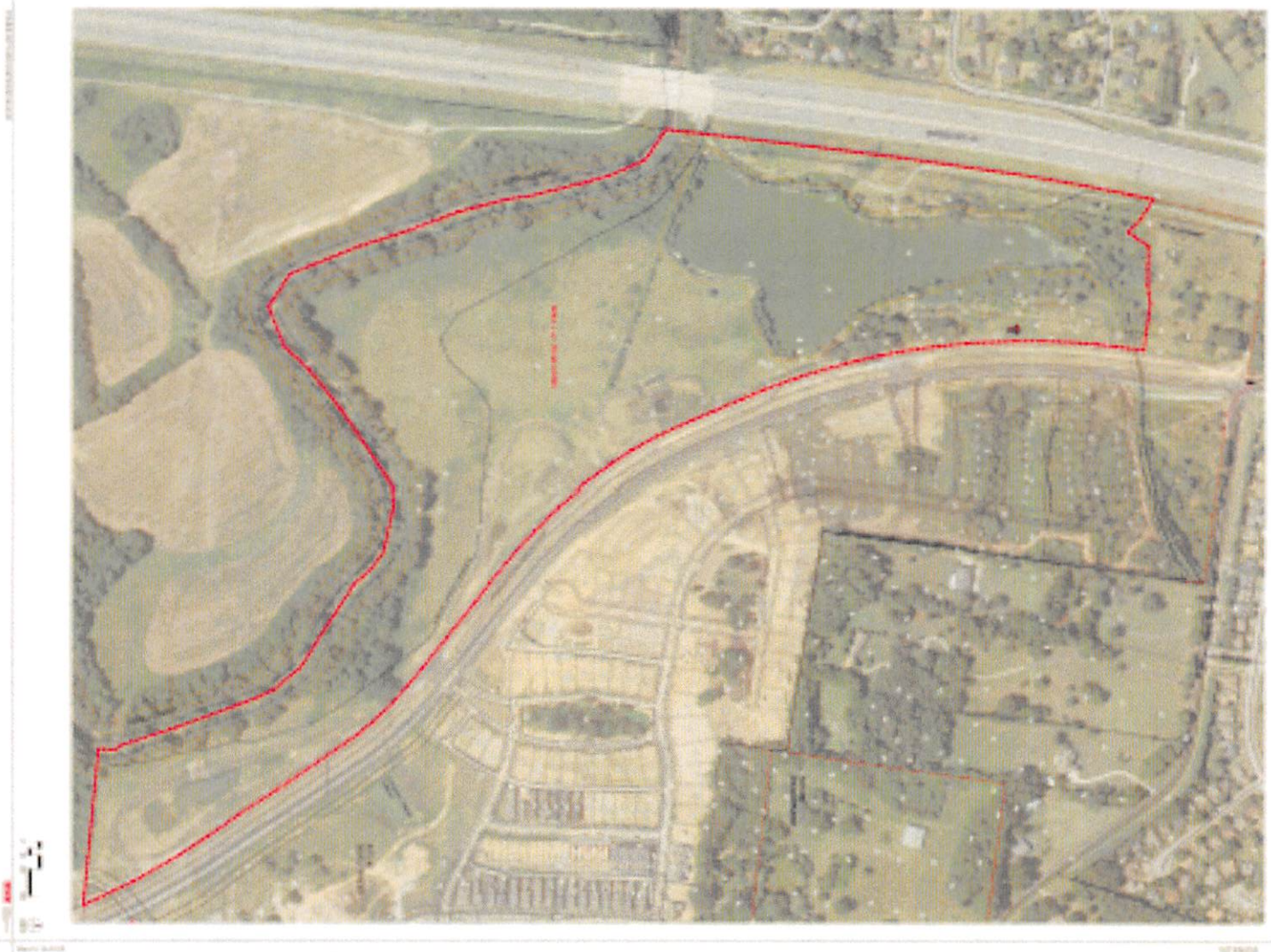


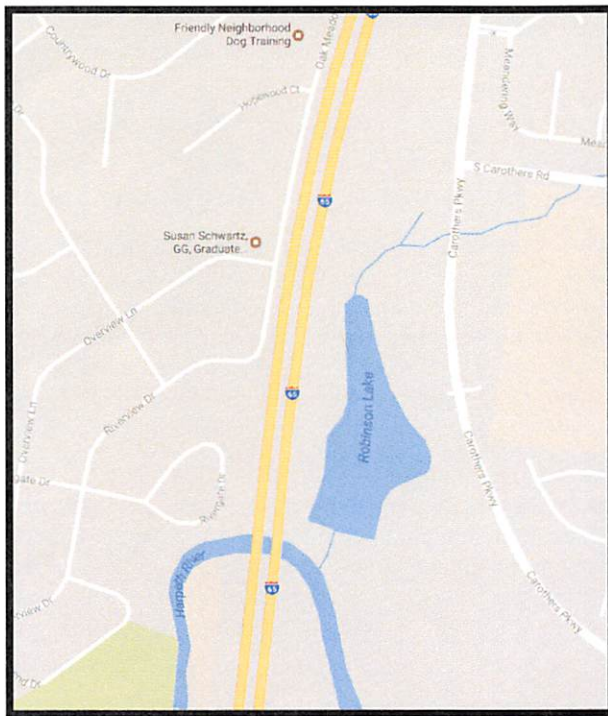
EXHIBIT B

The development for the Future Park Tract shall conform to the Conceptual Park Plan set forth on Schedule 1 to this Agreement. Without limiting the foregoing, initial signage, decorative column walls and fencing shall be similar to the same elements as have been developed for Lockwood Glen. With that said, the parties understand that the City has developed a Master Park Plan, and those concepts shall guide the City.

The park to be developed by the City will include a pavilion as shown on the Conceptual Park Plan to be named after the Dexter and Doris Lockwood Family, including a bronze plaque to commemorate the ownership and stewardship of the land by the Lockwood Family.

The park is designed to be relatively passive and low impact, depending on the natural assets of the land and water resources together with trail and sidewalk access, and including playgrounds, event spaces and play fields, all as shown on the Concept Plan.

All drainage facilities now or hereafter constructed on the Future Park Tract will be maintained by the City at its sole expense.



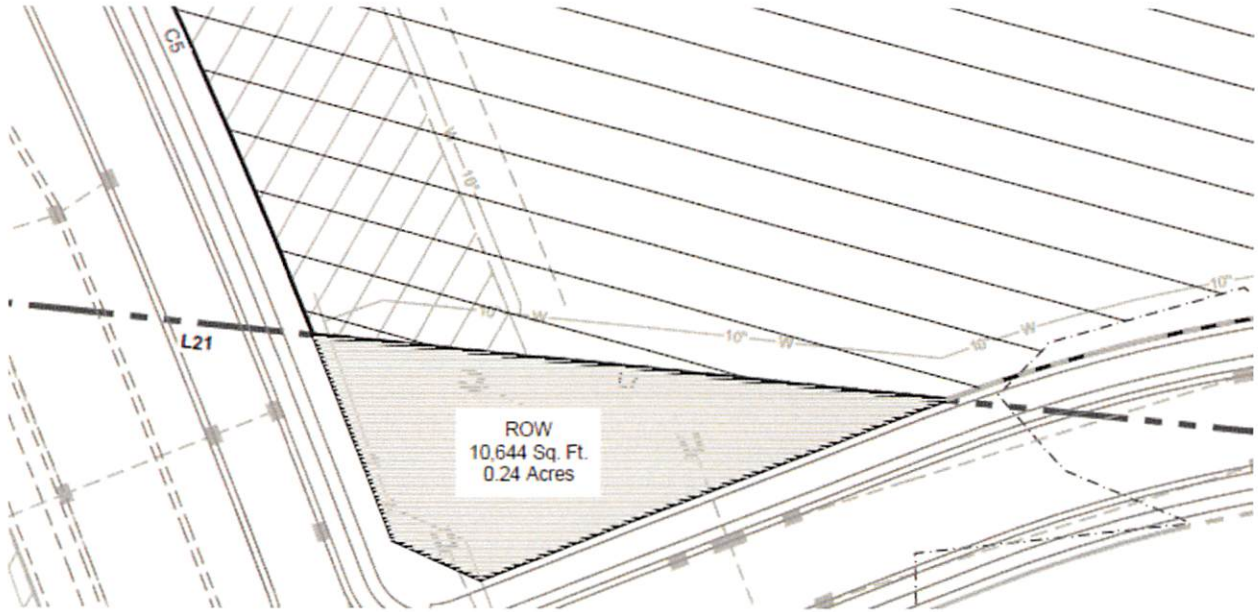
0877 696 636



PARALLEL LOCATIONS: 0158

10

EXHIBIT C
RIGHT OF WAY





Memorandum

To: Paul Holzen, PE

From: Steve Whiteside, PE
Dave Mason, PE

Date: June 23, 2017

Subject: Preliminary Assessment of Robinson Lake Dam
Franklin, Tennessee

CDM Smith was engaged by the City of Franklin to perform a preliminary assessment of Robinson Lake Dam in Franklin, Tennessee. We understand that the City is considering acquiring the property on which the dam and lake are located. The purpose of the assessment is to identify potential dam safety deficiencies and provide recommendations for future actions.

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. Currently, the dam is privately owned.

Note that the terms “right” and “left” used in this memorandum are the directions as viewed looking downstream from the dam.

Scope of Work

CDM Smith performed the following scope of work for the assessment.

- Contacted the Tennessee Department of Environment and Conservation, Division of Water Resources, Safe Dams Program to obtain information in their files and confirm the current regulatory status of the dam.
- Performed a site visit to observe the current conditions of the dam and appurtenant structures and identified potential dam safety deficiencies. Our scope did not include any geotechnical or structural investigations.
- Prepared this memorandum summarizing the results of the assessment. The memorandum includes a summary of the field observations and representative photos. It includes our opinion concerning potential dam safety deficiencies that may need to be addressed and

planning--level cost estimates investigating and addressing the potential deficiencies. Our scope did not include geotechnical, structural, or hydrologic analyses.

Safe Dams Program Information

CDM Smith contacted Lyle Bentley who is in charge of the Safe Dams Program. Mr. Bentley provided the information included in Appendix A. Mr. Bentley confirmed that the lake is currently classified as a farm pond and is not subject to the dam safety regulations. Per Mr. Bentley, if the City purchases the property and dam, the dam will be subject to the dam safety regulations.

Site Visit Observations

Steve Whiteside and Dave Mason of CDM Smith performed a preliminary visual inspection of Robinson Lake Dam on June 12, 2017. We were accompanied by Doug Noonan of the City and Jason Deal of Barge Waggoner Sumner & Cannon. At the time of the inspection, the reservoir level appeared to be at normal pool. The dam structural height, according to the National Inventory of Dams (NID) database, is 22.5 feet and there was approximately 5.5 feet of freeboard above normal pool.

A dam inspection checklist and representative photographs are included in Appendix B. An overall view of the lake is shown in Photo 1. The following sections summarize the results of the visual inspection.

Crest

The crest is approximately 12 feet wide. The left portion is covered with tall grass and weeds, and the right portion is mostly bare with tall grass and weeds along both sides of the crest (Photos 2 and 3). There is a bare, slightly eroded area on the may be due to a previous overtopping event (Photo 4).

Upstream Slope

The upstream slope is covered with trees, brush, and tall weeds (Photos 5 and 6). The left portion of the slope is partially covered with riprap and concrete fragments (Photo 7). The trees are up to 12 inches in diameter (Photo 8). The slope is very steep, ranging from 1.5 horizontal to 1 vertical (1.5H:1V) to near vertical.

Downstream Slope and Downstream Area

The downstream slope and downstream area are covered with leaves, vines, brush, and trees up to 12 inches in diameter (Photos 9 through 11). The downstream slope is steep, typically about 1.5H:1V. Photo 12 shows the bare, eroded area that may be due to a previous overtopping event.

There is a vertical 36-inch-diameter RCP pipe located downstream of the dam (Photo 13). The pipe is 12 feet long and extends 8 feet below the ground surface. The bottom of the pipe has three feet of muck or sediment. No outlet pipes were observed.

There is significant seepage downstream of the RCP pipe (Photos 14 and 15). The seepage flows downstream and discharges at a drop-off to the Harpeth River. There appeared to be seepage emerging at the base of the drop-off, adjacent to the river.

Outlet Works

No outlet works or low-level outlet for draining the pond was observed.

Spillway

The spillway is located in the right abutment and consists of a trapezoidal concrete weir and discharge channel. The weir is about 46.5 wide with a 25-foot bottom width (Photo16). There is a partially intact fence along the upstream side of the weir that apparently serves as a trash guard (Photo 17). There are small trees and brush in the approach channel upstream of the fence.

The concrete discharge channel is heavily cracked and has brush growing in the channel bottom and sloped walls (Photos 18 and 19). The channel ends at limestone bedrock (Photo 20) where there is a 15-foot-high drop-off down to the river. Seepage was flowing through the limestone face (Photo 21). In addition, seepage was flowing from the river bank to the left of the limestone face (Photos 22 and 23). Total seepage flow was about 100 to 200 gpm. There was erosion in the seepage area, but the seepage flow appeared to be clear.

Summary of Dam Safety Deficiencies

The following are potential dam safety deficiencies CDM Smith identified during the preliminary visual inspection.

1. The slopes and downstream area are covered with large trees and heavy vegetation.
2. The upstream and downstream slopes are very steep.
3. The bare, eroded area on the crest and downstream slope may indicate previous overtopping of the dam during a flood event. If that is the case, the spillway capacity may be inadequate.
4. No outlet works or low-level outlet for draining the pond were observed.
5. Seepage was observed in the area downstream of the RCP riser pipe.
6. Seepage was observed through and adjacent to the limestone at the end of the spillway discharge channel.
7. There are trees and brush in the approach area to the spillway that will reduce spillway capacity. In addition, the fence along the upstream side of the weir can collect debris and reduce spillway capacity.
8. The concrete in the spillway discharge channel is badly cracked and has brush growing in the bottom and sides of the channel.

Recommendations

CDM Smith has the following recommendations to assess and mitigate the identified dam safety deficiencies. The recommended mitigation measures will require a permit from the Safe Dams Program and will need to be designed by a licensed professional engineer experienced in dam safety engineering.

1. Perform hydrologic/hydraulic analyses to evaluate the required spillway capacity for passing the design storm event without overtopping the dam.
2. Perform a geotechnical and geophysical investigation to evaluate the condition of the dam and foundation.
3. Perform geotechnical analyses, including seepage and stability analyses.
4. Based on the results of the analyses and the identified dam safety deficiencies, develop a rehabilitation design. We anticipate that the design may consist of the following:
 - a. Removal of all trees, root balls, and other vegetation.
 - b. Flattening the upstream and downstream slopes to 3H:1V. The downstream slope modification would include the installation of an internal drainage system to control seepage.
 - c. Repairing or replacing the existing spillway. The spillway modification or replacement would include a drainage system to control seepage.
 - d. Grouting bedrock in the spillway area to reduce seepage.
 - e. Constructing a low-level outlet combined with a drop inlet spillway to serve as the principal spillway

Planning-Level Estimate of Rehabilitation Costs

CDM Smith has developed a planning-level cost estimate for rehabilitation measures described above. The planning level construction cost is estimated to be \$1.5-\$2.0 million, which is contingent upon the further exploration and limitations summarized below. On average, the City can also anticipate approximately 25-30% for design and permitting associated with the proposed rehabilitation measures.

Limitations

The conclusions and recommendations provided in this memorandum are based solely on the visual observations of the dam and appurtenant structures by the CDM Smith engineers at the time of the inspection. Detailed investigations and analyses involving topographic mapping, subsurface investigations, testing and detailed computational evaluations are beyond the scope of this report.

In reviewing this report, it should be realized that the reported condition of the dam is based on observations of field conditions at the time of inspection, along with data available to the inspection team. It is critical to note that the condition of the dam depends on numerous and constantly changing internal and external conditions, and is evolutionary in nature. It would be incorrect to assume that the present condition of the dam will continue to represent the condition of the dam at some point in the future. Only through continued care and inspection can unsafe conditions be detected.

The planning-level cost estimates provided in this memorandum are based on the visual observations, engineering judgment, and similar projects. No warranty, express or implied, is included.

Appendix A

Tennessee Safe Dams Program Information

94-10

2

TENNESSEE DEPARTMENT OF CONSERVATION
DIVISION OF WATER RESOURCES
2611 West End Avenue
Nashville, Tennessee 37203
Telephone (615) 741-2572

INVENTORY DATA ON IMPOUNDMENT

Dam # _____

Quad # 63-NE 8

Name of Dam

Robinson Lake
~~Thomas Robinson~~

Name of Owner

Dexter Lockwood
~~William J. Wilson & Thomas Wilson~~

Address

P.O. Box 588
~~Franklin, Tenn. 37064~~

Franklin, Tenn. 37064

Tel. 794-3216 (H)
794-8465 (B)

County

Williamson

Stream

Trib., Harpeth River

(9A)

Dam at Stream, Lat.

35°

53'

32
41"

Long.

86°

49'

41
30"

Type of Dam

Earth

Purposes

Recreation

Downstream Hazard Category, (D/S HAZ), _____

Type of Spillway

Concrete, Rock

Width

Length of Crest

354

Ft.,

length of Spillway

30

Ft.

Hydraulic Cap. of all Spillways

cfs

cfs-sm

Spillway Lip Elev.

Ft. (MSL), Pool Area

11.5
12

Ac.

Volume in Dam

Cu. Yds., Drainage Area

49052 Ac.

Max. Vol. Pool

136
50 (1)

Ac. Ft., - Normal

Min. Vol. Pool

91
40 (1)

Ac. Ft.

Structural Ht. Dam

22.5

Ft. Hydraulic Ht. Dam

19

Ft.

Engineered by

None

Construction by

McDowell & Company

Year Completed

1950
(2)

Plans, _____, At _____

Inspection by _____, Date _____

Certificate # _____, Issued on _____, Expires _____

Comments (1) Estimated by 0.4 factor

(2) Estimated

June 21, 1973

Lyle Bentley

From: Lyle Bentley
Sent: Monday, March 23, 2015 8:08 AM
To: 'Clay Wallace'
Cc: Ernest Ekwugha; Erin O'Brien
Subject: RE: Robinson/Lockwood Lake

#94-7010

Mr. Wallace-

We did discuss what you have said below. If the lake is fenced off and not open to the public, then it would still stay unregulated, assuming it is still privately owned. If Franklin owns it, it will be regulated, fenced or not, because it is publicly owned.

Lyle

Lyle Bentley, P. E.
 Natural Resources Unit
 Division of Water Resources
 Office: (615) 532-0154
 Email: Lyle.Bentley@tn.gov



TENNESSEE DEPARTMENT OF
 ENVIRONMENT AND CONSERVATION

Sign-up for the [TDEC E-Newsletter](#).

From: Clay Wallace [<mailto:Clay.Wallace@eli-llc.com>]
Sent: Monday, March 23, 2015 7:38 AM
To: Lyle.Bentley@state.tn.us
Subject: Robinson/Lockwood Lake

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. - OIR-Security***

Mr. Bentley,

We spoke earlier this year about the status of Robinson Lake on the Lockwood property (east of I-65 and south of S Carothers Rd). This is part of the property that Khri Pasarella is purchasing for the Lockwood Glen subdivision. It will be separated from all of the houses by Carothers Parkway which is currently under construction. I just wanted to confirm that we discussed that as long as the lake is not open to public access that it will remain unregulated. Per our discussion, it was my understanding that the lake would only fall under regulation at such a time that it became part of a common open space that was accessible and usable by the subdivision or by the general public. Can you please confirm? I did have one question that I don't remember if we covered. If that area was to be converted to usable open space or a park or some sort, and the lake is fenced off, would it still remain unregulated?

Thank you!

Clay Wallace, PE
Senior Project Engineer
 Energy Land & Infrastructure, LLC (PLLC in NC)

1420 Donelson Pike, Suite A-12

Nashville, TN 37217
(615) 383-6300 Office
(615) 971-5284 Cell
clay.wallace@eli-llc.com
www.eli-llc.com

PRIVILEGED AND CONFIDENTIAL COMMUNICATION - This electronic transmission, including any attachments, may contain confidential and/or privileged information. This communication is to be used only by the intended recipient. If you received this email in error, please notify the sender and delete the email. Any disclosure, copying, distribution, or use of information received in error is strictly prohibited.

Lyle Bentley

From: Lyle Bentley *LB*
Sent: Thursday, December 11, 2014 11:34 AM
To: Ernest Ekwugha
Cc: Erin O'Brien
Subject: Robertson Dam, I. D. No. 94-7010

Ernest-

I contacted Kaye Lockwood, owner of Robertson Dam in Williamson County. The lake is still a farm pond. The construction taking place nearby is due to Franklin extending Carothers Road southward.

Ms. Lockwood is selling the property incrementally to Pearl Street Partners, who will apparently develop it. She thought the lake was eventually going to be given to Franklin to be part of a greenway or something similar. The next property purchase will occur in January, 2015, and the final in January, 2016. She did not know which sale would include the lake. I also talked to Paul Holzen, the Franklin engineering director, and told him that the dam would become regulated once the property started getting developed. He is now aware that the city would have to bring the dam into compliance if it is not in compliance when transferred to the city.

I left several messages for Kris Pascarella of Pearl Street Partners to call me, but he hasn't, yet. In the last one I told him that the dam would be regulated once the property started getting developed and would have to comply with our regulations.

I am going to flag the dam for follow-up in February, 2015, and February, 2016. Please check on it when it shows up to see if it has been sold and what's going to happen with it. Please print this out for your file.

Kaye Lockwood Cell: (615) 948-7386 Bus: (615) 794-8465

Kris Pascarella

Pearl Street Partners, LLC

205 Powell Place

Brentwood, TN 37027-7525

Bus: (615) 312-8242

Cell: (615) 604-3714

Lyle

Lyle Bentley, P. E.
Natural Resources Unit
Division of Water Resources
Office: (615) 532-0154
Email: Lyle.Bentley@tn.gov



Sign-up for the [TDEC E-Newsletter](#).

LB 12/11
VCC: NFO 12/11

```
1*****
* FLOOD HYDROGRAPH PACKAGE (HEC-1) *
* JUN 1998 *
* VERSION 4.1 *
* RUN DATE 11DEC14 TIME 11:54:44 *
*****
```

```
*****
* U.S. ARMY CORPS OF ENGINEERS *
* HYDROLOGIC ENGINEERING CENTER *
* 609 SECOND STREET *
* DAVIS, CALIFORNIA 95616 *
* (916) 756-1104 *
*****
```

```

X X XXXXXX XXXXX X
X X X X XX
X X X X X
XXXXXXX XXXX X XXXXX X
X X X X X X
X X X X X
X X XXXXXXX XXXXX XXX
```

THIS PROGRAM REPLACES ALL PREVIOUS VERSIONS OF HEC-1 KNOWN AS HEC1 (JAN 73), HEC1GS, HEC1DB, AND HEC1KW.

THE DEFINITIONS OF VARIABLES -RTIMP- AND -RTIOR- HAVE CHANGED FROM THOSE USED WITH THE 1973-STYLE INPUT STRUCTURE. THE DEFINITION OF -AMSKK- ON RM-CARD WAS CHANGED WITH REVISIONS DATED 28 SEP 81. THIS IS THE FORTRAN77 VERSION NEW OPTIONS: DAMBREAK OUTFLOW SUBMERGENCE , SINGLE EVENT DAMAGE CALCULATION, DSS:WRITE STAGE FREQUENCY, DSS:READ TIME SERIES AT DESIRED CALCULATION INTERVAL LOSS RATE:GREEN AND AMPT INFILTRATION KINEMATIC WAVE: NEW FINITE DIFFERENCE ALGORITHM

1 HEC-1 INPUT PAGE 1

```

LINE ID.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10
1 ID ROBERTSON DAM, WILLIAMSON COUNTY, I.D. NO. 94-7010
2 ID DATA FROM GIS AND CURRENT FILE DATA.
3 IT 5 11DEC14 0 109
4 IO 3 0 0
5 JR PREC 0.18 0.33

6 KK INFLOW
7 BA .814 0
8 PB 29.4
9 IN 15 11DEC14 0
10 PC 0.0 0.02 0.04 0.06 0.08 0.11 0.14 0.18 0.23 0.4
11 PC 0.58 0.65 0.7 0.74 0.77 0.8 0.83 0.86 0.88 0.9
12 PC 0.92 0.94 0.96 0.98 1.0
13 LS 0 85 0
14 UD .46

15 KK OUTFLOW
16 RS 1 ELEV 650 0
17 SV 87 133
18 SE 650 653.5
19 SQ 0 90 254 468 589
20 SE 650 651 652 653 653.5
21 ST 653.5 354 2.8 1.5
22 ZZ
```

```
1*****
* FLOOD HYDROGRAPH PACKAGE (HEC-1) *
* JUN 1998 *
* VERSION 4.1 *
* RUN DATE 11DEC14 TIME 11:54:44 *
*****
```

```
*****
* U.S. ARMY CORPS OF ENGINEERS *
* HYDROLOGIC ENGINEERING CENTER *
* 609 SECOND STREET *
* DAVIS, CALIFORNIA 95616 *
* (916) 756-1104 *
*****
```

ROBERTSON DAM, WILLIAMSON COUNTY, I.D. NO. 94-7010
DATA FROM GIS AND CURRENT FILE DATA.

```
4 IO OUTPUT CONTROL VARIABLES
      IPRNT 3 PRINT CONTROL
      IPLOT 0 PLOT CONTROL
      QSCAL 0. HYDROGRAPH PLOT SCALE

IT HYDROGRAPH TIME DATA
      NMIN 5 MINUTES IN COMPUTATION INTERVAL
      IDATE 11DEC14 STARTING DATE
      ITIME 0000 STARTING TIME
      NQ 109 NUMBER OF HYDROGRAPH ORDINATES
      NDDATE 11DEC14 ENDING DATE
      NDTIME 0900 ENDING TIME
      ICENT 19 CENTURY MARK

COMPUTATION INTERVAL .08 HOURS
```


TOTAL TIME BASE 9.00 HOURS

ENGLISH UNITS

DRAINAGE AREA SQUARE MILES
PRECIPITATION DEPTH INCHES
LENGTH, ELEVATION FEET
FLOW CUBIC FEET PER SECOND
STORAGE VOLUME ACRE-Feet
SURFACE AREA ACRES
TEMPERATURE DEGREES FAHRENHEIT

JP MULTI-PLAN OPTION
NPLAN 1 NUMBER OF PLANS

JR MULTI-RATIO OPTION
RATIOS OF PRECIPITATION
.18 .33

*** **

* *
* INFLOW *
* *

6 KK

9 IN

TIME DATA FOR INPUT TIME SERIES
JXMIN 15 TIME INTERVAL IN MINUTES
JXDATE 11DEC14 STARTING DATE
JXTIME 0 STARTING TIME

SUBBASIN RUNOFF DATA

7 BA

SUBBASIN CHARACTERISTICS
TAREA .81 SUBBASIN AREA

PRECIPITATION DATA

8 PB

STORM 29.40 BASIN TOTAL PRECIPITATION

10 PI

INCREMENTAL PRECIPITATION PATTERN

.01	.01	.01	.01	.01	.01	.01	.01	.01	.01
.01	.01	.01	.01	.01	.01	.01	.01	.01	.01
.01	.02	.02	.02	.06	.06	.06	.06	.06	.06
.02	.02	.02	.02	.02	.02	.01	.01	.01	.01
.01	.01	.01	.01	.01	.01	.01	.01	.01	.01
.01	.01	.01	.01	.01	.01	.01	.01	.01	.01
.01	.01	.01	.01	.01	.01	.01	.01	.01	.01
.01	.01	.01	.01	.01	.01	.01	.01	.01	.01

13 LS

SCS LOSS RATE
STRTL .35 INITIAL ABSTRACTION
CRVNBR 85.00 CURVE NUMBER
RTIMP .00 PERCENT IMPERVIOUS AREA

14 UD

SCS DIMENSIONLESS UNITGRAPH
TLAG .46 LAG

UNIT HYDROGRAPH
30 END-OF-PERIOD ORDINATES

60.	179.	367.	599.	744.	784.	747.	656.	537.	391.
293.	222.	174.	133.	101.	77.	58.	44.	34.	26.
20.	15.	11.	9.	7.	6.	4.	3.	1.	0.

TOTAL RAINFALL = 29.40, TOTAL LOSS = 2.02, TOTAL EXCESS = 27.38

PEAK FLOW	TIME	6-HR	24-HR	72-HR	9.00-HR
+	(CFS)				
+	7897.	2374.	1598.	1598.	1598.
	(INCHES)	27.120	27.383	27.383	27.383
	(AC-FT)	1177.	1189.	1189.	1189.

CUMULATIVE AREA = .81 SQ MI

HYDROGRAPH AT STATION INFLOW
FOR PLAN 1, RATIO = .18

TOTAL RAINFALL = 5.29, TOTAL LOSS = 1.65, TOTAL EXCESS = 3.64

PEAK FLOW	TIME	6-HR	24-HR	72-HR	9.00-HR
+	(CFS)				
+	1068.	318.	212.	212.	212.

(INCHES)	3.632	3.639	3.639	3.639
(AC-FT)	158.	158.	158.	158.

CUMULATIVE AREA = .81 SQ MI

*** **

HYDROGRAPH AT STATION INFLOW
FOR PLAN 1, RATIO = .33

TOTAL RAINFALL = 9.70, TOTAL LOSS = 1.84, TOTAL EXCESS = 7.86

PEAK FLOW	TIME		MAXIMUM AVERAGE FLOW	
(CFS)	(HR)		24-HR	9.00-HR
+	2322.	2.83	686.	459.
		(CFS)	459.	459.
		(INCHES)	7.865	7.865
		(AC-FT)	341.	341.

CUMULATIVE AREA = .81 SQ MI

*** **

*
15 KK * OUTFLO * W
*

HYDROGRAPH ROUTING DATA

16 RS	STORAGE ROUTING		
	NSTPS	1	NUMBER OF SUBREACHES
	ITYP	ELEV	TYPE OF INITIAL CONDITION
	RSVRIC	650.00	INITIAL CONDITION
	X	.00	WORKING R AND D COEFFICIENT
17 SV	STORAGE	87.0	133.0
18 SE	ELEVATION	650.00	653.50
19 SQ	DISCHARGE	0.	90. 254. 468. 589.
20 SE	ELEVATION	650.00	651.00 652.00 653.00 653.50
21 ST	TOP OF DAM		
	TOPEL	653.50	ELEVATION AT TOP OF DAM
	DAMWID	354.00	DAM WIDTH
	COQD	2.80	WEIR COEFFICIENT
	EXPD	1.50	EXPONENT OF HEAD

COMPUTED STORAGE-OUTFLOW-ELEVATION DATA

(INCLUDING FLOW OVER DAM)

STORAGE	87.00	100.14	113.29	126.43	133.00
OUTFLOW	.00	90.00	254.00	468.00	589.00
ELEVATION	650.00	651.00	652.00	653.00	653.50

*** **

HYDROGRAPH AT STATION OUTFLO
FOR PLAN 1, RATIO = .18

PEAK OUTFLOW IS 666. AT TIME 3.33 HOURS

PEAK FLOW	TIME		MAXIMUM AVERAGE FLOW	
(CFS)	(HR)		24-HR	9.00-HR
+	666.	3.33	299.	205.
		(CFS)	205.	205.
		(INCHES)	3.505	3.505
		(AC-FT)	152.	152.

PEAK STORAGE	TIME		MAXIMUM AVERAGE STORAGE	
(AC-FT)	(HR)		24-HR	9.00-HR
+	135.	3.33	115.	106.
			106.	106.

PEAK STAGE	TIME		MAXIMUM AVERAGE STAGE	
(FEET)	(HR)		24-HR	9.00-HR
+	653.63	3.33	652.10	651.46
			651.46	651.46

CUMULATIVE AREA = .81 SQ MI

*** *** *** *** ***

HYDROGRAPH AT STATION OUTFLO
FOR PLAN 1, RATIO = .33

PEAK OUTFLOW IS 2229. AT TIME 2.92 HOURS

PEAK FLOW	TIME		6-HR	24-HR	72-HR	9.00-HR
+	(CFS)	(HR)				
+	2229.	2.92	(CFS)			
			656.	449.	449.	449.
		(INCHES)	7.492	7.686	7.686	7.686
		(AC-FT)	325.	334.	334.	334.

PEAK STORAGE	TIME		6-HR	24-HR	72-HR	9.00-HR
+	(AC-FT)	(HR)				
+	149.	2.92				
			126.	115.	115.	115.

PEAK STAGE	TIME		6-HR	24-HR	72-HR	9.00-HR
+	(FEET)	(HR)				
+	654.72	2.92				
			652.97	652.11	652.11	652.11

CUMULATIVE AREA = .81 SQ MI

1

PEAK FLOW AND STAGE (END-OF-PERIOD) SUMMARY FOR MULTIPLE PLAN-RATIO ECONOMIC COMPUTATIONS
FLOWS IN CUBIC FEET PER SECOND, AREA IN SQUARE MILES
TIME TO PEAK IN HOURS

OPERATION	STATION	AREA	PLAN	RATIOS APPLIED TO PRECIPITATION	
				RATIO 1	RATIO 2
				.18	.33
+	HYDROGRAPH AT				
	INFLOW	.81	1	FLOW	1068.
				TIME	2.83
+	ROUTED TO				
	OUTFLO	.81	1	FLOW	666.
				TIME	3.33

** PEAK STAGES IN FEET **
1 STAGE 653.63 654.72
TIME 3.33 2.92

1

SUMMARY OF DAM OVERTOPPING/BREACH ANALYSIS FOR STATION OUTFLO
(PEAKS SHOWN ARE FOR INTERNAL TIME STEP USED DURING BREACH FORMATION)

PLAN 1		INITIAL VALUE	SPILLWAY CREST	TOP OF DAM				
	ELEVATION	650.00	653.50	653.50				
	STORAGE	87.	133.	133.				
	OUTFLOW	0.	589.	589.				
	RATIO OF PMF	MAXIMUM RESERVOIR W.S.ELEV	MAXIMUM DEPTH OVER DAM	MAXIMUM STORAGE AC-FT	MAXIMUM OUTFLOW CFS	DURATION OVER TOP HOURS	TIME OF MAX OUTFLOW HOURS	TIME OF FAILURE HOURS
	.18	653.63	.13	135.	666.	.50	3.33	.00
	.33	654.72	1.22	149.	2229.	2.25	2.92	.00

*** NORMAL END OF HEC-1 ***

$\sim \frac{1}{3}$ C soils

$\sim \frac{2}{3}$ B soils

Assume $\frac{1}{8}$ ac. lots after devel. is thru

$$\frac{2}{3}(85) + \frac{1}{3}(90) = 87 \quad \text{~~87~~}$$

Not all is developed - use 85

Watershed area: 521 ac.

NPA: 11.5 ac.

Ass. TOD area = 14.5 ac.

NP Vol: $19(11.5)(.4) = 87$ ac.

TOD " : $87 + 3.5(13) = 133$ ac.

5.4, 5.5, 4.5, 2.6, 4.8, 7.3, 8.4, 10.9 ave: 6.2

$$L = 6160$$

$$L = \frac{(6160)^{.8} \left(\frac{1000}{85} - 9 \right)^{.7}}{1900 (6.2)^{.5}} = .46 \text{ hr.}$$

Est. ~~NP~~ NP @ 650, PS: BW=30, Z=0

Elev.	H	C	Q
650	0	3	0
651	1	3	90
652	2	3	254
653	3	3	468
653.5	3.5	3	589

Lyle Bentley



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
OFFICE CORRESPONDENCE

LB 7/31
MS 8/01

TRIP REPORT

MEMO TO FILE

DAM NAME: Robinson Lake Dam I.D. No. 94-7010
COUNTY: Williamson INSPECTION DATE: July 13, 2012
PURPOSE OF VISIT: FARM POND REVIEW
INSPECTOR'S NAME: Ernest Ekwugha
OTHERS PRESENT: _____
WEATHER CONDITIONS: Sunny. 90
PHOTOS TAKEN: Yes NO X

CHANGE IN HAZARD CATEGORY: NO _____

FINDINGS: On July 13, 2012, I visited the above referenced dam to determine whether it still qualifies as a farm pond. I noticed that the dam is secured and the public had no access to the lake. There were no changes to the downstream of the dam.

I called Mrs. Dexter Lockwood, the owner of the property to confirm the ownership and usage. A family member answered the phone. She indicated that the farm pond verification will be handled by the owner's daughter.

Based on this trip report, I recommend that the dam remain classified as a significant hazard farm pond. Mrs. Lockwood's address and telephone number had not changed. The next scheduled farm pond review for the above dam will be conducted in July 2017.

Please de-list from upcoming activities report.

Mrs. Dexter Lockwood
4351 South Carothers Road
Franklin, TN 37064

Home Tel. (615) 794-3216

Inspector's signature / Date :

Ernest Ekwugha

July 30, 2012

cc: Central Office

20170715



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

OFFICE CORRESPONDENCE

TN DEPT OF ENVIRONMENT
AND CONSERVATION2007 OCT 12 P 3:46
TRIP REPORTDIVISION
OF WATER SUPPLYS/S 7/26
EJW - 7/27
LB 10/12
MS 10/12

MEMO TO FILE

DAM NAME: Robinson Lake Dam I.D. No. 94 - 7010

COUNTY: Williamson INSPECTION DATE: July 2, 2007

PURPOSE OF VISIT: FARM POND REVIEW

INSPECTOR'S NAME: Ernest Ekwugha

OTHERS PRESENT: _____

WEATHER CONDITIONS: Sunny, 86°

PHOTOS TAKEN: Yes ☐ NO ☒

CHANGE IN HAZARD CATEGORY: NO _____

FINDINGS: On July 2, 2007, the above referenced dam was visited to determine whether or not it still qualifies as a farm pond. I observed that the impoundment is on private property and there were no developments downstream.

On July 3, 2007, I called Mrs. Dexter Lockwood, the owner of the property to confirm the ownership and usage. She said the impoundment is located on her property, that it is secured and not open to the general public.

Based on this trip report, I recommend that the dam remain classified as a significant hazard farm pond. Mrs. Lockwood's address and telephone number had not changed. The next scheduled farm pond review for the above dam will be conducted in July 2012.

Please de-list from upcoming activities report.

Mrs. Dexter Lockwood
4351 South Carothers Road
Franklin, TN 37064

Home Tel. (615) 794 - 3216

Inspector's signature / Date :

July 26, 2007

cc: Central Office

20120715

DIVISION OF WATER SUPPLY
SAFE DAMS SECTION

TN DEPT OF ENVIRONMENT
AND CONSERVATION

LB 5/28
MS 5/29
EE 5/30

TRIP REPORT

DAM NAME Robinson Lake Dam I.D. NO. 94-7010
COUNTY Williamson INSPECTION DATE 5/6/02
PURPOSE OF VISIT Farm Pond Review
INSPECTOR'S NAME Ghufran Barzani
OTHERS PRESENT None.
WEATHER CONDITIONS Cloudy, 65°
PHOTOS TAKEN YES NO X
CHANGE IN HAZARD CATEGORY No

FINDINGS: On May 6, 2002, the above referenced dam was visited for the purpose of evaluating its "farm pond" status. I found nothing changed either on the property or in the downstream area. The property was still fenced and posted with "No-Trespassing" and "No-Fishing" signs. The access road was closed off by a gate.

On the same date, I contacted the owner, Ms. Dexter Lockwood. Her secretary told me that she still owns the property that surrounds Robinson Lake and the lake was used only for livestock purpose and that she did not allow anyone to use it otherwise.

The next scheduled "farm pond" review for the above referenced dam will be conducted in July 2007.

I recommend that the lake be classified as a farm pond and the hazard category remain as high. A "farm pond" letter should be sent to this mailing address:

Ms. Dexter Lockwood
P.O. Box 588
Franklin, TN 37064
(615) 794-3216 (home)
(615) 794-8465 (work)

Ghufran Barzani 5/8/2002
INSPECTOR'S SIGNATURE/DATE

DIVISION OF WATER SUPPLY
SAFE DAMS SECTION

TRIP REPORT

DAM NAME Robinson Lake I.D. NO. 94-7010
COUNTY Williamson INSPECTION DATE 9/6/96
PURPOSE OF VISIT Farm Pond Review
INSPECTOR'S NAME Ghufran Barzani
OTHERS PRESENT Gary Horne
WEATHER CONDITIONS Sunny, 71°
PHOTOS TAKEN YES NO X
CHANGE IN HAZARD CATEGORY No

FINDINGS: On September 6, 1996, Gary Horne and I visited the above referenced dam in order to perform a "farm pond" review.

When we arrived at the property, the entrance access road was unlocked. The property was posted with "No Trespassing and Private Property signs.

I spoke with Mr. Dexter Lockwood's daughter, who stated that her father was deceased, but her Mother still owns the property. According to her, the lake is not open to the general public.

Based upon this inspection, the dam should remain classified as a low hazard "farm pond".

I recommend that the dam be flagged again in September, 2001. A "farm pond" letter should be sent to:

Mrs. Dexter Lockwood
P.O. Box 588
Franklin, TN 37064
(615) 794-3216 home
(615) 8465 work

INSPECTOR'S SIGNATURE/DATE

Ghufran Barzani 9/9/96

'KB 9/12

LB 9/13

JSM 9/13

EE 9/17

OFFICE OF THE
DIRECTOR OF
SAFETY

SEP 13 9 40 AM '96

IN DEPT OF ENVIRONMENT
AND CONSERVATION



LB 9/17
SM 9/20
EE 9/23

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER SUPPLY
6th FLOOR, L & C TOWER
401 CHURCH STREET
NASHVILLE, TN 37243-1549

September 13, 1996

Mrs. Dexter Lockwood
P.O. Box 588
Franklin, TN 37064

RE: Robinson Lake Dam; Williamson County
I.D. No. 94-7010

Dear Mrs. Lockwood:

Your dam has been classified as a "farm pond" as defined in the Rules and Regulations. This office does not intend to regulate your dam based on this definition. A "farm pond" means any impoundment used only for providing water for agricultural and domestic purposes such as livestock and poultry watering, irrigation of crops, recreation, and conservation, for the owner or occupant of the farm, his family, and invited guests, but does not include any impoundment for which the water, or privileges or products of the water, are available to the general public.

General public as used above includes patrons, members, and customers of institutions and/or clubs such as but not limited to summer camps, schools, retirement facilities, churches, private clubs, communes, hunting clubs, and health care facilities. The following are examples of impoundments that are not "farm ponds":

State owned recreational lakes, residential subdivision lakes, industrial waste impoundments, industrial water supply impoundments, hunting clubs, public water supply impoundments, commercial land developments, state owned or operated conservation impoundments, and watershed district impoundments.

Farm as used above means a tract of land that is or may be used for cultivation of crops and or raising livestock. A farm pond is not subject to the requirements of the Safe Dams Act; however, at any time in the future that your

TO	DATE
PLB	9/10
CC: NFO	9/19
FILE	

TELEPHONE/MEETING RECORD

DATE: 9-9-91

TO: FILE

FROM: JOHN MCCLURKAN

SUBJECT: ROBINSON LK Dam 94-7010
Williamson County

On 9-6-91, the above site was visited, and it appeared to still be a farmpond.

On 9-9-91, a call was made to Mr. Dexter Lockwood. His secretary told me that he still owns the property that surrounds Robinson Lake.

I recommend that this dam remain as classified.



TENNESSEE DEPARTMENT OF HEALTH AND ENVIRONMENT

Bureau of Environment
T.E.R.R.A. BUILDING
150 NINTH AVENUE NORTH
NASHVILLE, TENNESSEE 37219-5404

September 22, 1986

Dexter Lockwood
P.O. Box 588
Franklin, TN 37064

Re: Robinson Lake, Williamson Co.
I.D. No. 94-7010

Dear Mr. Lockwood:

Your dam has been classified as a "farm pond" as defined in the Proposed Rules and Regulations. Although these Rules and Regulations have not yet been promulgated, this office does not intend to regulate your dam based on this definition. A "farm pond" means any impoundment used only for providing water for agricultural and domestic purposes for the owner or occupant of the farm, his family, and invited guest, such as livestock and poultry watering, irrigation of crops, recreation, and conservation, but does not include any impoundment for which the water, or privileges or products of the water, are available to the general public.

General public as used above includes patrons, members, and customers of institutions and/or clubs such as but not limited to summer camps, schools, retirement facilities, churches, private clubs, communes, hunting clubs, and health care facilities. The following are examples of impoundments which are not "farm ponds".

State owned recreational lakes, residential subdivision lakes, industrial waste impoundments, industrial water supply impoundments, hunting clubs, public water supply impoundments, commercial land developments, state owned or operated conservation impoundments, and watershed district impoundments.

Farm as used above means a tract of land which is or may be used for cultivation of crops and/or raising livestock.

A farm pond is not subject to the requirements of the Safe Dams Act; however, at any time in the future that your facility becomes used by the general public or is developed into one of the other regulated types of impoundments, you must comply with the Act. At this time you are required to notify this office.

As the owner of a dam you are legally liable for any damages resulting from the failure of this dam. Enclosed is a manual you should read that will help you evaluate your dam for any potential problems. We recommend that any problems encountered be investigated by a professional engineer.

I.D. NO. 94-7010

JDR 9-19
JCG 9/19
CC NBO

Date 9/18/86

Basin NBO

INSPECTION REPORT

Name of Dam: Robinson Lake County: Williamson

Owner's Name: ~~William + Tommy Wilson~~ Quad: 63-NE

Type Project: Dexter Lockwood

Existing ☒
New Construction ☐
Repair/Alteration ☐
Removal ☐

Type Inspection: Cursory

Damage Potential Category: One ☐ Two ☒ Three ☐ Undetermined ☐

Inspection by: L. Bentley

Inspection Results:

I went to this lake on 9/17/86.
It was fenced + posted + was ~~used~~
surrounded by pasture. I recommend
that it be classified as a farm
pond.

POOL 1
R153

conc.

9% grade

rock

S P I L L W A Y

ROBINSON'S LAKE, WILLIAMSON CO., TENN.
Aug. 1, 1973 LDS WDT

POOL 2
R153
8.75

POOL 3
R153
9.75

POOL 4
R153
10.75

POOL 5
R153
11.75

END
R200

R153
R153

END
R134
R2185

12" metal pipe w. valve

RIVER

POOL

POOL

SPILL

CREST: LENGTH - 354'

WIDTH - 9'

SPI L LWAY: WIDTH - 31'

CONC., ROCK

HEIGHT: STRUCTURAL - 22.5'

HYDRAULIC - 19'

ROBINSON'S LAKE, WILLIAMSON CO., TENN.
Aug. 1, 1973 LDS, WOT

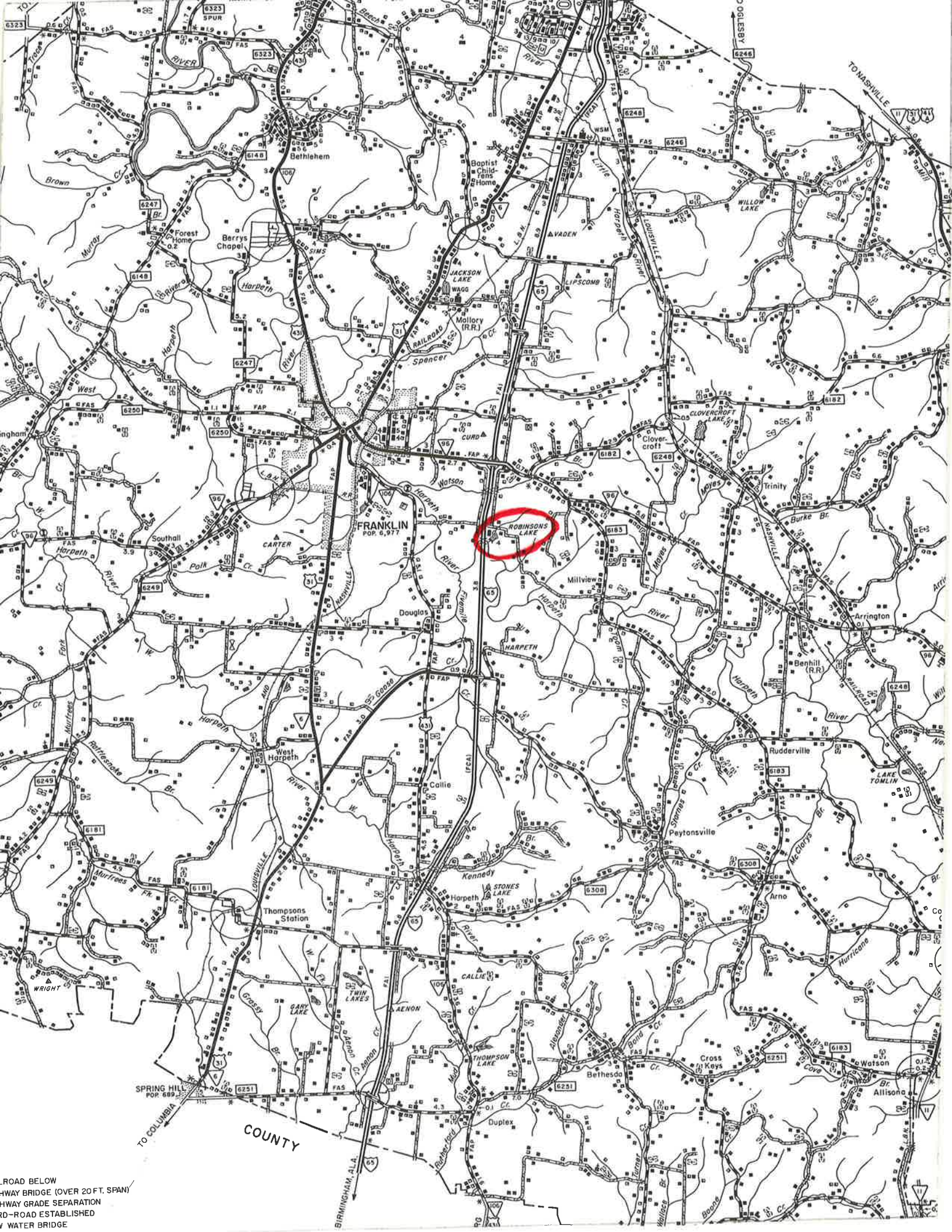
4200

4100

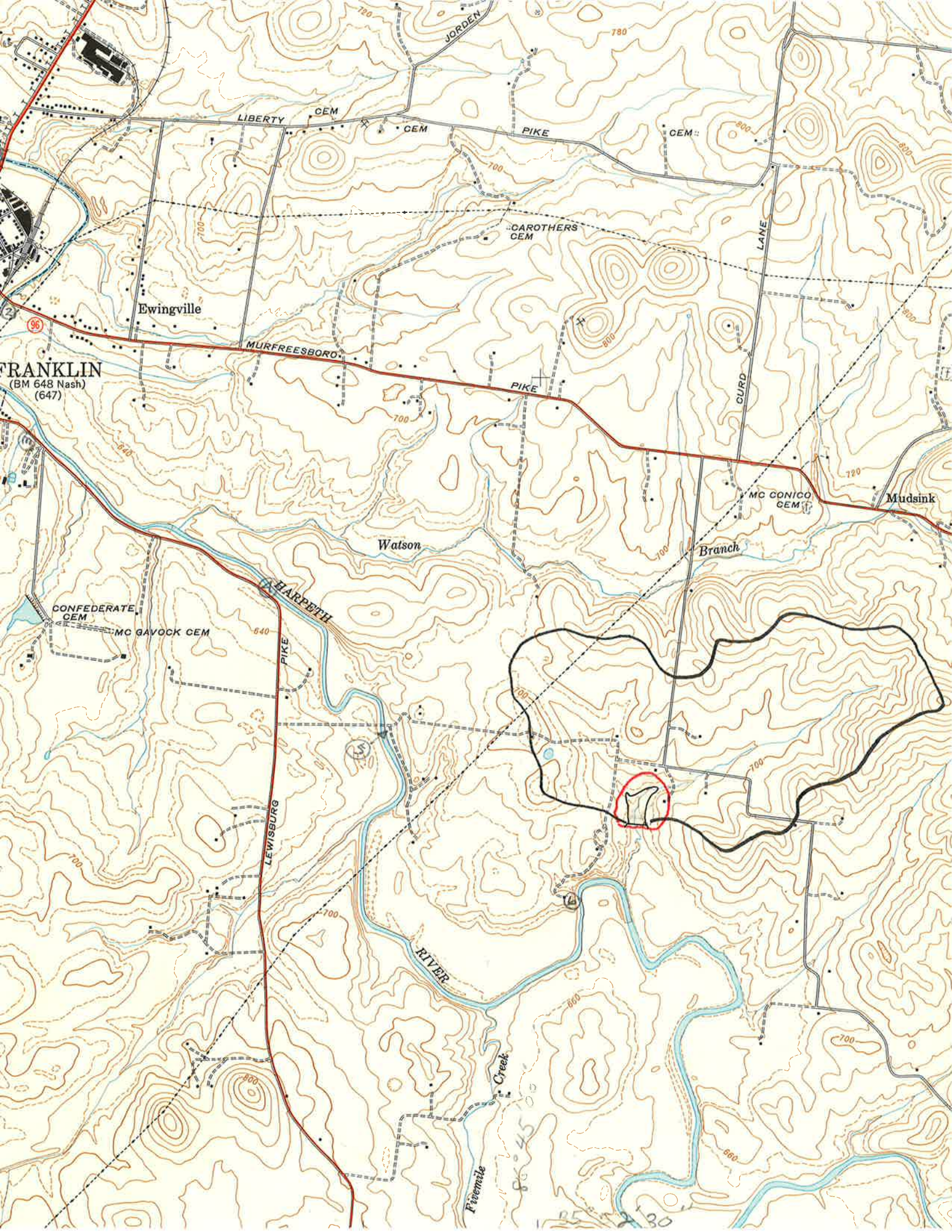
4000

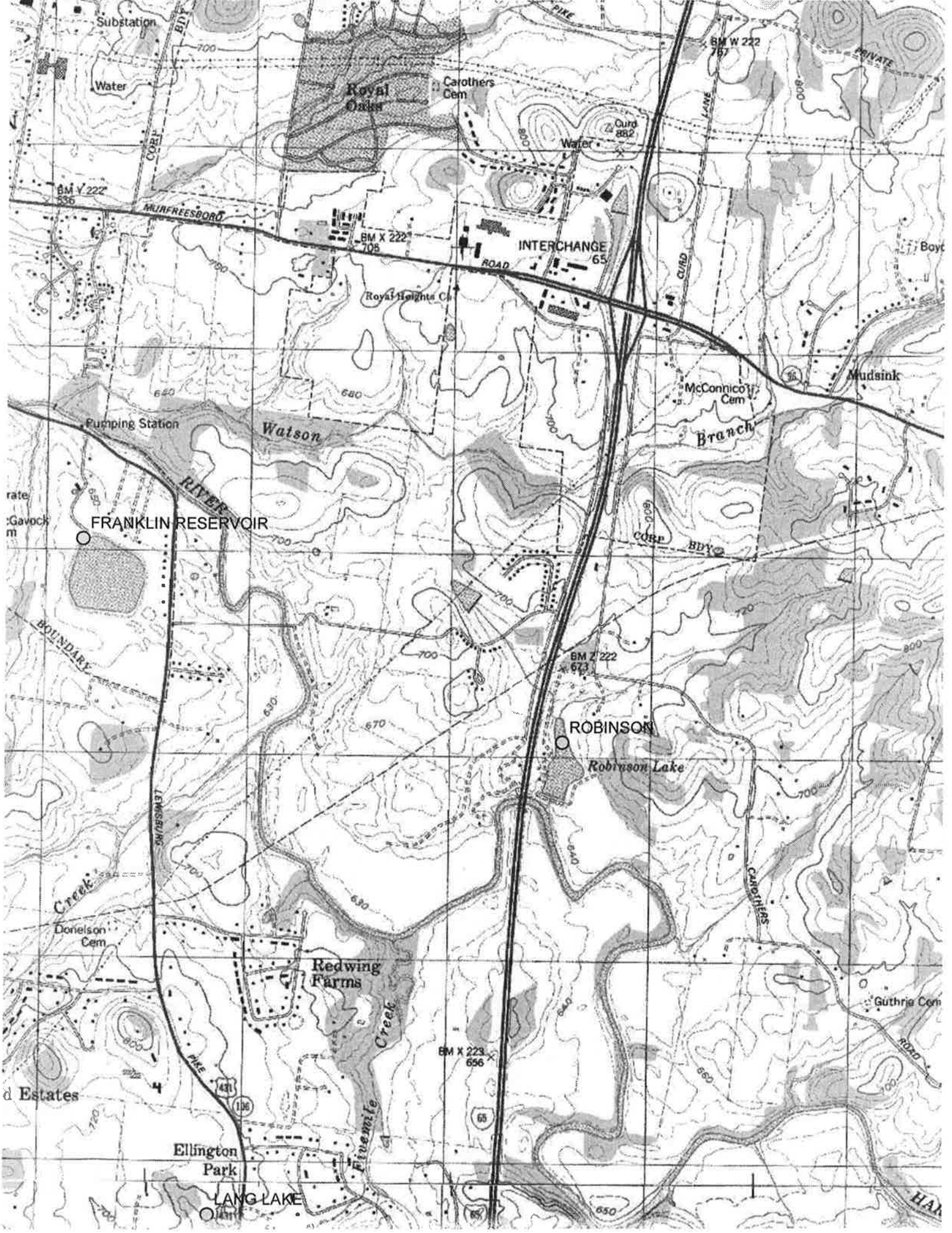
3900

3800



ROAD BELOW
HIGHWAY BRIDGE (OVER 20 FT. SPAN)
HIGHWAY GRADE SEPARATION
ROAD-ROAD ESTABLISHED
WATER BRIDGE





Appendix B

Field Checklist and Photographs

DAM INSPECTION CHECKLIST

NAME OF DAM: Robinson Lake Dam

DAM NO.: 94-7010

LOCATION: Municipality: Franklin, TN

County: Williamson

CLASSIFICATION DATA: Size: Small

Hazard: Significant

PHYSICAL DATA:

Type of Dam: Embankment

Height of Dam: 22.5 ft

Normal Pool Storage Capacity: 91 ac-ft

ELEVATIONS:

Normal Pool:

Pool at Inspection: Normal

Tailwater at Inspection:

DAM OWNER: Kaye Lockwood

OPERATOR: _____

ADDRESS: P. O. Box 588

Franklin, TN 37064

PHONE: (615) 948-7386

FAX NO.: (____)-____-____

E-MAIL ADDRESS: _____

PERSONS PRESENT AT INSPECTION:

Name

Title/Position

Representing

Steve Whiteside

Vice President

CDM Smith

David Mason

Associate

CDM Smith

Doug Noonan

Water Quality Specialist

City of Franklin

Jason Deal

Technical Manager

Barge Waggoner Sumner &
Cannon

DATE OF INSPECTION: 6/12/17

WEATHER: Sunny

TEMPERATURE: 85-90 degrees

NAME OF DAM: Robinson Lake Dam	DAM NO.: 94-7010	DATE: 6/12/17
--------------------------------	------------------	---------------

ITEM	CONDITION	COMMENTS	MONITOR	INVESTIGATE	REPAIR
EMBANKMENT: CREST					
1	Surface Cracking	None observed.	☐	☐	☐
2	Sinkhole, Animal Burrow	None observed.	☐	☐	☐
3	Low Area(s)	Low area near middle of crest. Possible overtopping location.	☐	☒	☐
4	Horizontal Alignment	Satisfactory.	☐	☐	☐
5	Ruts and/or Puddles	None observed	☐	☐	☐
6	Vegetation Condition	Tall grass and weeds on both sides of crest.	☐	☐	☐
7	Warning Signs	Possible overtopping location observed.	☐	☒	☐
8			☐	☐	☐
9			☐	☐	☐
Additional Comments (Refer to item number if applicable): Crest length = 375 feet Crest width = 12 feet Freeboard = 5.5 feet					
EMBANKMENT: UPSTREAM SLOPE					
10	Slide, Slough, Scarp	View obscured by heavy vegetation.	☐	☐	☐
11	Slope Protection	Riprap on portions of the slope.	☐	☐	☐
12	Sinkhole, Animal Burrow	View obscured by heavy vegetation.	☐	☐	☐
13	Emb.-Abut. Contact	Satisfactory.	☐	☐	☐
14	Erosion	Eroded areas around tree roots.	☐	☐	☒
15	Vegetation Condition	Trees up to 12-inch diameter. Tall weeds, brush, and grass.	☐	☐	☒
16			☐	☐	☐
17			☐	☐	☐
Additional Comments (Refer to item number if applicable): Slope ranges from 1.5H:1V to near vertical.					

NAME OF DAM: Robinson Lake Dam	DAM NO.: 94-7010	DATE: 6/12/17
--------------------------------	------------------	---------------

ITEM	CONDITION	COMMENTS	MONITOR	INVESTIGATE	REPAIR
EMBANKMENT: DOWNSTREAM SLOPE					
18	Wet Area(s) (No Flow)	None observed.	☐	☐	☐
19	Seepage	None observed.	☐	☐	☐
20	Slide, Slough, Scarp	None observed.	☐	☐	☐
21	Emb. - Abut. Contact	Satisfactory.	☐	☐	☐
22	Sinkhole, Animal Burrow	None observed.	☐	☐	☐
23	Erosion	Some bare areas. Possible overtopping area.	☐	☒	☐
24	Unusual Movement	None observed.	☐	☐	☐
25	Vegetation Control	Trees up to 12-inch diameter, mostly 2-6 inch diameter.	☐	☐	☐
26		Leaves, vines, and brush.	☐	☐	☐
27			☐	☐	☐
Additional Comments (Refer to item number if applicable):					
Slope is typically 1.5H:1V.					
EMBANKMENT: INSTRUMENTATION					
28	Piezometers/Observ. Wells		☐	☐	☐
29	Staff Gauge and Recorder		☐	☐	☐
30	Weirs		☐	☐	☐
31	Survey Monuments		☐	☐	☐
32	Drains		☐	☐	☐
33	Low Flow Release		☐	☐	☐
34	Frequency of Readings		☐	☐	☐
35	Location of Records		☐	☐	☐
36			☐	☐	☐
37			☐	☐	☐
Additional Comments (Refer to item number if applicable):					
No instrumentation observed.					

NAME OF DAM: Robinson Lake Dam	DAM NO.: 94-7010	DATE: 6/12/17
--------------------------------	------------------	---------------

ITEM	CONDITION	COMMENTS	MONITOR	INVESTIGATE	REPAIR
DOWNSTREAM AREA					
38	Abutment Leakage	Seepage to left of spillway at Harpeth River.	☐	☒	☐
39	Foundation Seepage	Seepage downstream of RCP standpipe.	☐	☒	☐
40	Slide, Slough, Scarp	Erosion at river in seepage areas.	☐	☒	☐
41	Drainage System	None observed.	☐	☐	☐
42	Boils	None observed.	☐	☐	☐
43	Wet Areas	Wet areas adjacent to seepage areas.	☐	☒	☐
44	Reservoir Slopes	Covered with vegetation.	☐	☐	☐
45	Access Roads	Unpaved access road.	☐	☐	☐
46	Security Devices	Locked gate.	☐	☐	☐
47			☐	☐	☐
48			☐	☐	☐
49			☐	☐	☐
Additional Comments (Refer to item number if applicable):					
SPILLWAYS: ERODIBLE CHANNEL					
50	Slide, Slough, Scarp		☐	☐	☐
51	Erosion		☐	☐	☐
52	Vegetation Condition		☐	☐	☐
53	Debris		☐	☐	☐
54			☐	☐	☐
55			☐	☐	☐
Additional Comments (Refer to item number if applicable):					
Not Applicable.					

NAME OF DAM: Robinson Lake Dam	DAM NO.: 94-7010	DATE: 6/12/17
--------------------------------	------------------	---------------

ITEM	CONDITION	COMMENTS	MONITOR	INVESTIGATE	REPAIR
SPILLWAYS: NON-ERODIBLE CHANNEL					
56	Sidewalls	Sloped concrete side walls are cracked and have brush on them.	☐	☒	☐
57	Channel Floor	Concrete floor is heavily cracked.	☐	☒	☐
58	Unusual Movement	Cracked concrete floor and walls have displaced in some areas.	☐	☒	☐
59	Approach Area	Small trees and heavy brush. 2-foot-high fence at weir.	☐	☐	☒
60	Weir or Control	Trapezoidal concrete weir with 2-foot-high fence trash guard.	☒	☐	☐
61	Discharge Channel	Concrete channel is heavily cracked.	☐	☒	☐
62	Boils	None observed.	☐	☐	☐
63			☐	☐	☐
64			☐	☐	☐
Additional Comments (Refer to item number if applicable): 60. Trapezoidal weir is 46.5 feet wide with 25-foot bottom width. 61. Spillway channel is about 80 feet long. Spillway downstream channel ends at limestone bedrock. There is a 15-foot-high drop-off down to the river. Water was flowing through the limestone face and to the left of it. Portions of the rock have broken off.					
SPILLWAYS: DROP INLET					
65	Intake Structure		☐	☐	☐
66	Trash rack		☐	☐	☐
67	Stilling Basin		☐	☐	☐
68			☐	☐	☐
69			☐	☐	☐
Additional Comments (Refer to item number if applicable): None observed.					

NAME OF DAM: Robinson Lake Dam	DAM NO.: 94-7010	DATE: 6/12/17
--------------------------------	------------------	---------------

ITEM	CONDITION	COMMENTS	MONITOR	INVESTIGATE	REPAIR
OUTLET WORKS					
70	Intake Structure	None observed.	☐	☒	☐
71	Trash rack	None observed.	☐	☐	☐
72	Stilling Basin	None observed.	☐	☐	☐
73	Primary Closure	None observed.	☐	☐	☐
74	Secondary Closure	None observed.	☐	☐	☐
75	Control Mechanism	None observed.	☐	☐	☐
76	Outlet Pipe	None observed.	☐	☐	☐
77	Outlet Tower	None observed.	☐	☐	☐
78	Outlet Structure	Vertical 36-inch-diameter RCP pipe downstream of dam.	☐	☒	☐
79	Seepage	Seepage flowing downstream of RCP pipe.	☐	☒	☐
80	Unusual Movement	None observed.	☐	☐	☐
81			☐	☐	☐
82			☐	☐	☐
Additional Comments (Refer to item number if applicable): 78. RCP pipe is 12 feet long and extends 8 feet below ground surface. The bottom has about 3 feet of muck. No outlet pipes were observed.					
CONCRETE/MASONRY DAMS: UPSTREAM FACE					
83	Surface Conditions		☐	☐	☐
84	Condition of Joints		☐	☐	☐
85	Unusual Movement		☐	☐	☐
86	Abutment-Dam Contacts		☐	☐	☐
87			☐	☐	☐
88			☐	☐	☐
Additional Comments (Refer to item number if applicable): Not Applicable.					

NAME OF DAM: Robinson Lake Dam	DAM NO.: 94-7010	DATE: 6/12/17
--------------------------------	------------------	---------------

ITEM	CONDITION	COMMENTS	MONITOR	INVESTIGATE	REPAIR
CONCRETE/MASONRY DAMS: DOWNSTREAM FACE					
89	Surface Conditions		☐	☐	☐
90	Condition of Joints		☐	☐	☐
91	Unusual Movement		☐	☐	☐
92	Abutment-Dam Contacts		☐	☐	☐
93	Drains		☐	☐	☐
94	Leakage		☐	☐	☐
95			☐	☐	☐
96			☐	☐	☐
Additional Comments (Refer to item number if applicable): Not Applicable.					
CONCRETE/MASONRY DAMS: CREST					
97	Surface Conditions		☐	☐	☐
98	Horizontal Alignment		☐	☐	☐
99	Vertical Alignment		☐	☐	☐
100	Condition of Joints		☐	☐	☐
101	Unusual Movements		☐	☐	☐
102			☐	☐	☐
103			☐	☐	☐
Additional Comments (Refer to item number if applicable): Not Applicable.					

NAME OF DAM: Robinson Lake Dam	DAM NO.: 94-7010	DATE: 6/12/17
--------------------------------	------------------	---------------

ITEM	CONDITION	COMMENTS	MONITOR	INVESTIGATE	REPAIR
RESERVOIR AREA					
104	Sedimentation		☐	☐	☐
105	Slope Stability		☐	☐	☐
106	Sinkholes		☐	☐	☐
107	Fractures		☐	☐	☐
108	Unwanted Growth		☐	☐	☐
109	Storage Gage		☐	☐	☐
110			☐	☐	☐
111			☐	☐	☐
Additional Comments (Refer to item number if applicable): Did not inspect the reservoir area.					
Final Comments:					

Robinson Lake Dam Inspection – June 12, 2017



Photo No. 1: Robinson Lake viewed from dam crest.



Photo No. 2: Crest viewed from left abutment.

Robinson Lake Dam Inspection – June 12, 2017



Photo No. 3: Crest viewed from right abutment.



Photo No. 4: Erosion on crest due to possible overtopping.

Robinson Lake Dam Inspection – June 12, 2017



Photo No. 5: Upstream slope viewed from left abutment.



Photo No. 6: Upstream slope viewed from right abutment.

Robinson Lake Dam Inspection – June 12, 2017



Photo No. 7: Riprap present on portions of upstream slope.



Photo No. 8: Trees on upstream slope.

Robinson Lake Dam Inspection – June 12, 2017



Photo No. 9: Downstream slope viewed from right abutment.



Photo No. 10: Downstream slope and downstream area viewed from left abutment.

Robinson Lake Dam Inspection – June 12, 2017



Photo No. 11: Downstream slope and downstream area viewed from right abutment.



Photo No. 12: Erosion on downstream slope due to possible overtopping.

Robinson Lake Dam Inspection – June 12, 2017



Photo No. 13: 36-inch-diameter RCP pipe downstream of dam.



Photo No. 14: Seepage downstream of RCP pipe.

Robinson Lake Dam Inspection – June 12, 2017



Photo No. 15: Seepage downstream of RCP pipe.



Photo No. 16: Spillway weir viewed from right abutment.

Robinson Lake Dam Inspection – June 12, 2017



Photo No. 17: Fence (trash guard) on upstream side of spillway weir.



Photo No. 18: Spillway discharge channel viewed looking downstream.

Robinson Lake Dam Inspection – June 12, 2017



Photo No. 19: Spillway discharge channel viewed looking upstream.



Photo No. 20: Bedrock drop-off at downstream end of spillway discharge channel.

Robinson Lake Dam Inspection – June 12, 2017



Photo No. 21: Seepage through bedrock at downstream end of spillway discharge channel.



Photo No. 22: Seepage to left of spillway.

Robinson Lake Dam Inspection – June 12, 2017



Photo No. 23: Seepage to left of spillway.

Single Beam Hydrographic Soundings

Robinson Lake in Franklin, TN



Prepared for:



City of Franklin, TN



Prepared By:

Mainstream Commercial Divers, Inc.
a **MER** company

322 C.C. Lowry Dr.
Murray, KY 42071

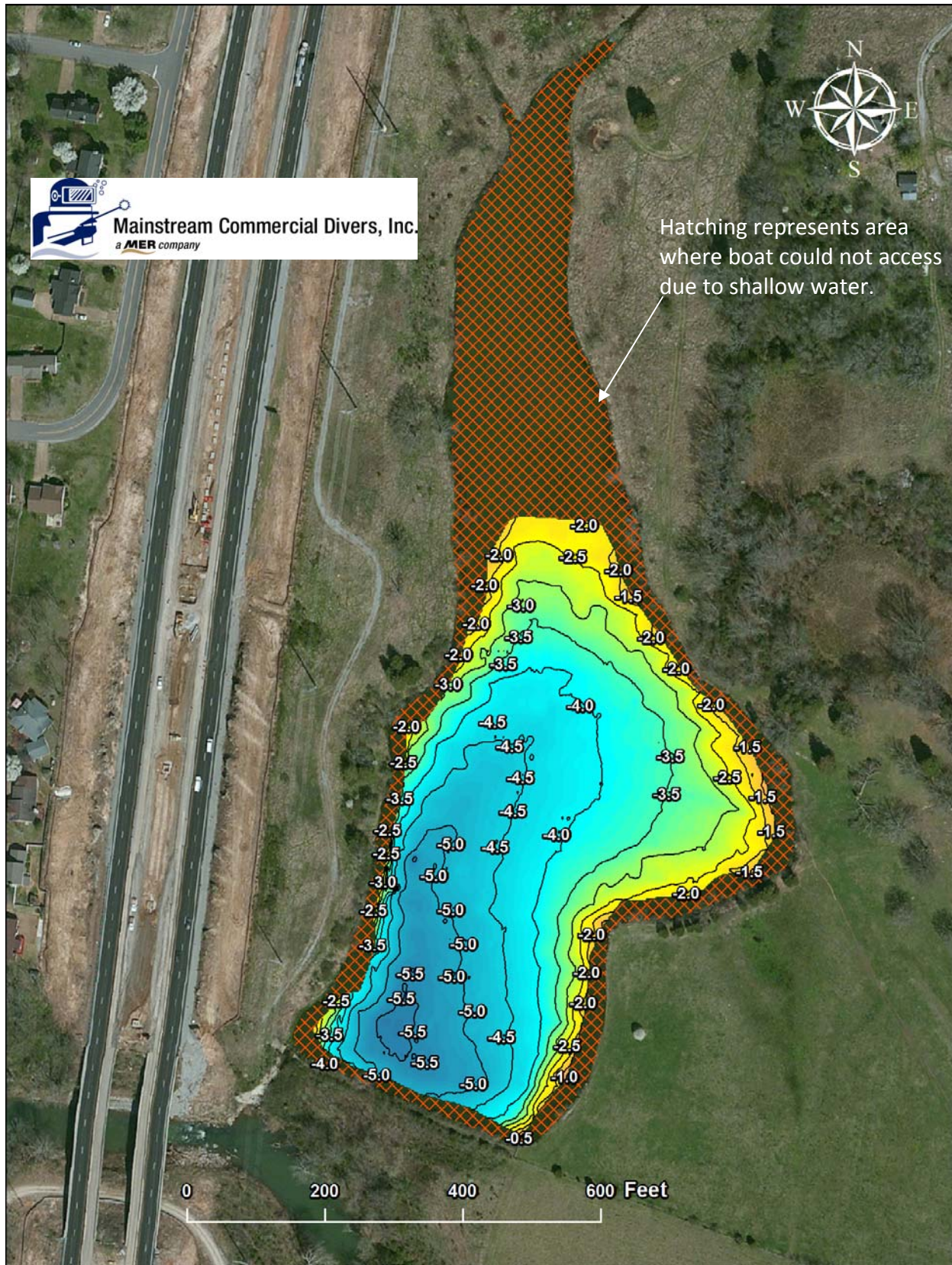
Inspection Date: July 13, 2017

Bathymetric Survey Notes
Mainstream Commercial Divers, Inc.

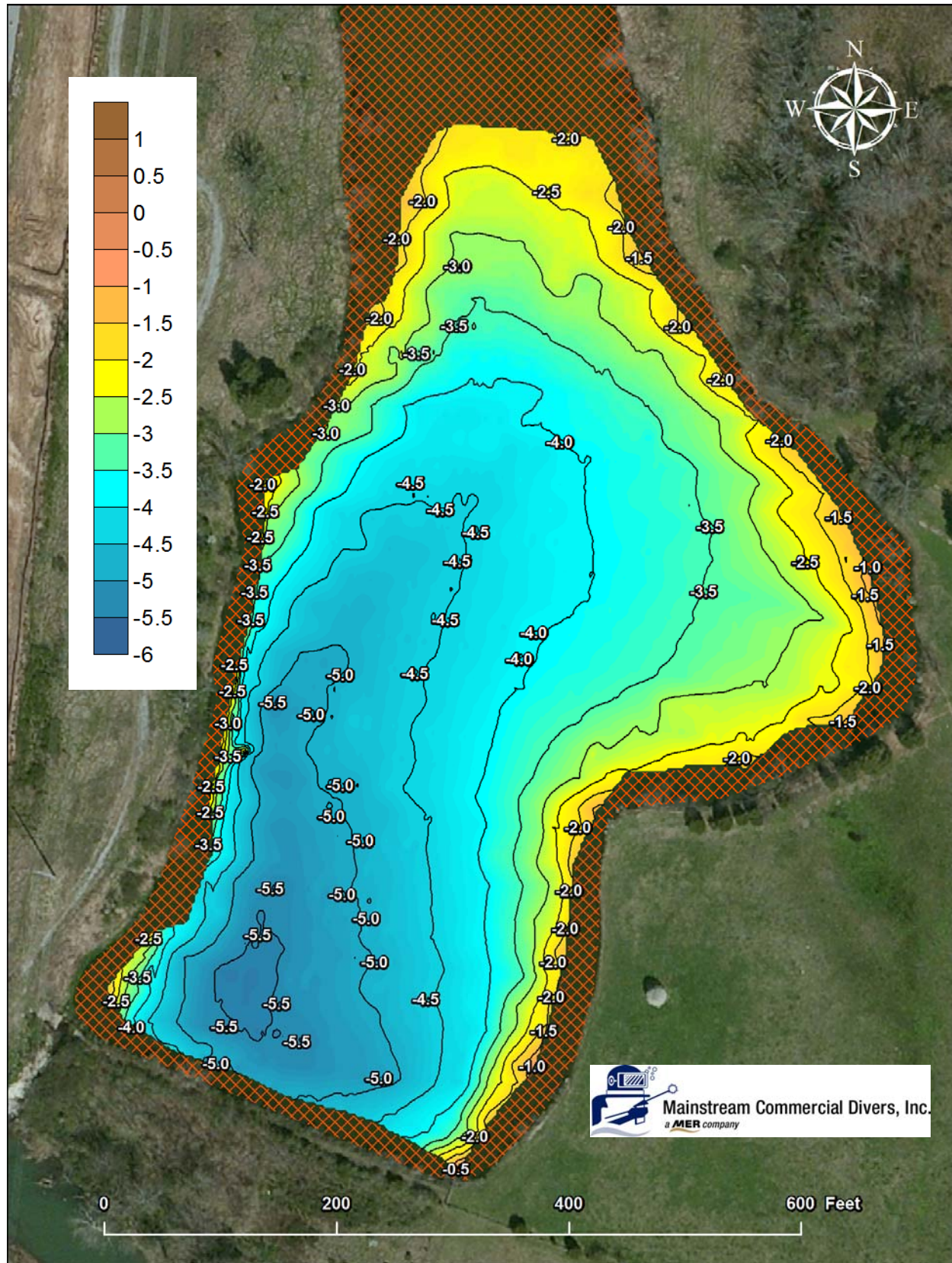
Bathymetric Study – Robinson Lake – Franklin, TN

Date of Survey	July 13, 2017
Customer Name	City of Franklin, TN
Site Location	Franklin, TN
Elevation Reference Info	An elevation reference point was not available at the time of data collection. Elevation values within report imagery are depth at time of data collection. Some vertical measurements were recorded relative to partially submerged fence posts. Images are included in the report. One post was flagged onsite with pink ribbon. The measurement from the top of the flagged post to the surface of the water was 2.90 feet.
Water Elevation at Survey	Surface elevation was stable throughout data collection period.
Site Conditions	Wind was no issue. Isolated small lake with minimal wind.
Horizontal Coordinates	Tennessee State Plane feet (NAD 83)
Equipment Used	Oquawka Survey Boat Odom CV100 Survey grade echosounder Trimble dual frequency GPS unit (MS750) Odom Digibar SVP Hypack 2016 Hydrographic Software
Other Notes	Boat launching in the lake was challenging. It was barely deep enough to launch, though it was successfully completed. City of Franklin staff provided equipment (bobcat) to pull tow vehicle and boat w/ trailer up steep incline to a roadside parking area on the east side of the lake.

Overview of Data Collection Area



Contours of Data Collection Area



Site Photos



View of Boat Launch



Looking Towards Fence Posts

Site Photos



Two Fence Posts for Reference



Flagged Fence Post



July 13, 2017

Dear Monique and Suzanne,

It is with pleasure that we write to you to report that Pilgrimage 2017 is on schedule and preparations are nearly complete! Thanks in large part to our partnerships with the City of Franklin and the City of Franklin Parks Department, we are positioned in Year Three to become a substantial economic and cultural driver in the community. We understand well that this success and the trust invested in us by the city and community is based on prioritizing the safety of festival patrons and Franklin's citizens.

As Pilgrimage grows in every aspect, so will our attendance reach new levels this year. On this count we have a request and a mutual opportunity.

As with previous years, we find ourselves with an approved permit and event plan that encompasses an increase in patrons. 2015 saw an attendance of 10,000 per day; 2016 rose to 15,000 per day and 2017 has projected 25,000 per day. Our site plan, readiness and the caliber of our staff have always been designed with growth in mind. This is reflected in our investments in increased stage production and viewing areas, food and beverage outlets, bathrooms, trash services, water stations, shade structures, parking capacity, ingress and egress, emergency services, security and personnel.

It is with the highest level of preparedness and the opportunity to bolster the event's health and stability that we request an amendment to our 2017 Special Event Permit's capacity from 25,000 sold tickets to 27,500 sold tickets, representing a 10% increase. We are confident that this will not adversely affect either the patron experience or safety at Pilgrimage 2017. We have included a fact sheet addressing key areas as well as a capacity map to support our request. Please note that the map depicts the growth of the festival's footprint from previous years into all three large paddocks on either side of the arena.

Thank you in advance for your consideration and support.

Sincerely,

Michael, Kevin and Brandt



PMCF 2017 Population Increase Operations Proposal

Below are the operational factors and concerns to consider when growing the attendee population of Pilgrimage Music and Cultural Festival by an additional 10%.

Density

When considering the venue's usable acreage, PMCF Management has zero concerns about capacity and population density. For comparison purposes, BottleRock Festival in Napa Valley which is similar in scope, feel, and timeline (daytime only) has a total paid population of approximately 45,000 attendees on a site that is roughly 949,000 sq'; offering just over 20 sq' per person including all stages, tent, and infrastructural elements on the site. Bonnaroo Music Festival in Manchester, TN often has a paid population of nearly 80,000 attendees. Their mainstage area is 640,000 sq' and their total venue size excluding all parking and camping areas is just over 3.5 million sq' which equates to 8 sq' per person during the headliners and 43 sq' per person site wide.

The Park at Harlinsdale Farm has 1.7 million sq' within the event perimeter. If a population density similar to Bonnaroo were to be desired, the site could easily hold 40,000 attendees. If BottleRock's ratio, which does have a more crowded feel, were to be used, the Park could hold 85,000 attendees. Either way, a paid population of 27,500 will fit safely and comfortably and is conservative by industry standards. The attached map shows population densities by specific areas, and reflects the conclusions that there is plenty of room for our expected population.

The other consideration with population size is the amount of emergency egress points and linear footage available. With the population increase to 25,000 the size of the main gate was increased from 40' to 80'. We feel that that is equally sufficient if we increase the population by 10%. A third 24' emergency blow out gate could be added on the Eastern perimeter of the property if deemed necessary.

Sanitation

PMCF's current sanitation plan calls for 250 standard restroom, 22 ADA restrooms, and 9 restroom trailers comprised of 72 stalls for a total of 344 available restrooms on site. At 1 stall per 100 people that is a daily usage capacity of 34,400 people. This is more than sufficient for a paid population of 27,500 plus those working the event. Furthermore, we are adding a midday service on 110 units, which will guarantee a sanitary environment through the close of the event each night. Pump trucks will remain on standby should any additional services be needed.

Food and Beverage

At approximately 40 food tents and trucks each capable of serving roughly 1,000 meals per day, there should be plenty of options and manageable lines even with a population increase. Similarly, with more than 600 linear feet of beverage service fronts, capacity should not be an issue.



Water

In 2016, PMCF installed 18 drinking fountain and bottle filling stations. For 2017, 30 such spigots will be available. At less than 1000 attendees per fountain, free water should be easily accessible to all. Bottled water will also be available for purchase.

Waste Management

For 2017 the number of onsite 3 compartment trash/recycling/compost receptacles has been increased from 30 to 75 units. Onsite dumpsters increased from a handful of 10-yard bins to 30-yard bins, tripling the amount of onsite trash storage prior to any hauling that may occur over the weekend. Waste Management staffing plans have also increased from 2 managers daily with 10 volunteers to 7 managers and up to 40 support staff, including an overnight team of 12 to ensure the grounds are spotless for day two. An addition of a 10% population will increase waste proportionately but the quadrupling of the waste management budget and staffing year over year should be sufficient to compensate for the proposed population increase.

Parking and Traffic

The addition of 2,500 attendees has the potential to increase vehicle traffic into the city of Franklin by approximately 1,000 vehicles. While it is a significant vehicle increase, with the cooperation of the Streets Department and a calculated placement plan of variable message boards and communications strategy, the additional traffic should not pose much additional impact. Franklin's Main Street Festival sees over 60,000 attendees a day with nearly 18,000 coming from outside of middle Tennessee. Traffic related issues from Pilgrimage should be proportionately less.

Public Safety

PMCF has secured the services of Festival Management Services as an EMS consultant and management company for the Event. Festival Management Services is run by Carl Monzo, the most established and experienced security and emergency response consultant in the event industry. Carl has designed the security and/or medical plans for global festivals such as Coachella, Bonnaroo and Burning Man. He is the current President of National Event Services and the former President of CrowdRX, a leader in event medicine. Festival Management Services sees no issue or operational changes from a public safety standpoint when dealing with 27,500 participants versus 25,000. An additional 15 roaming security personnel can be added to maintain current participant to security staff ratios.

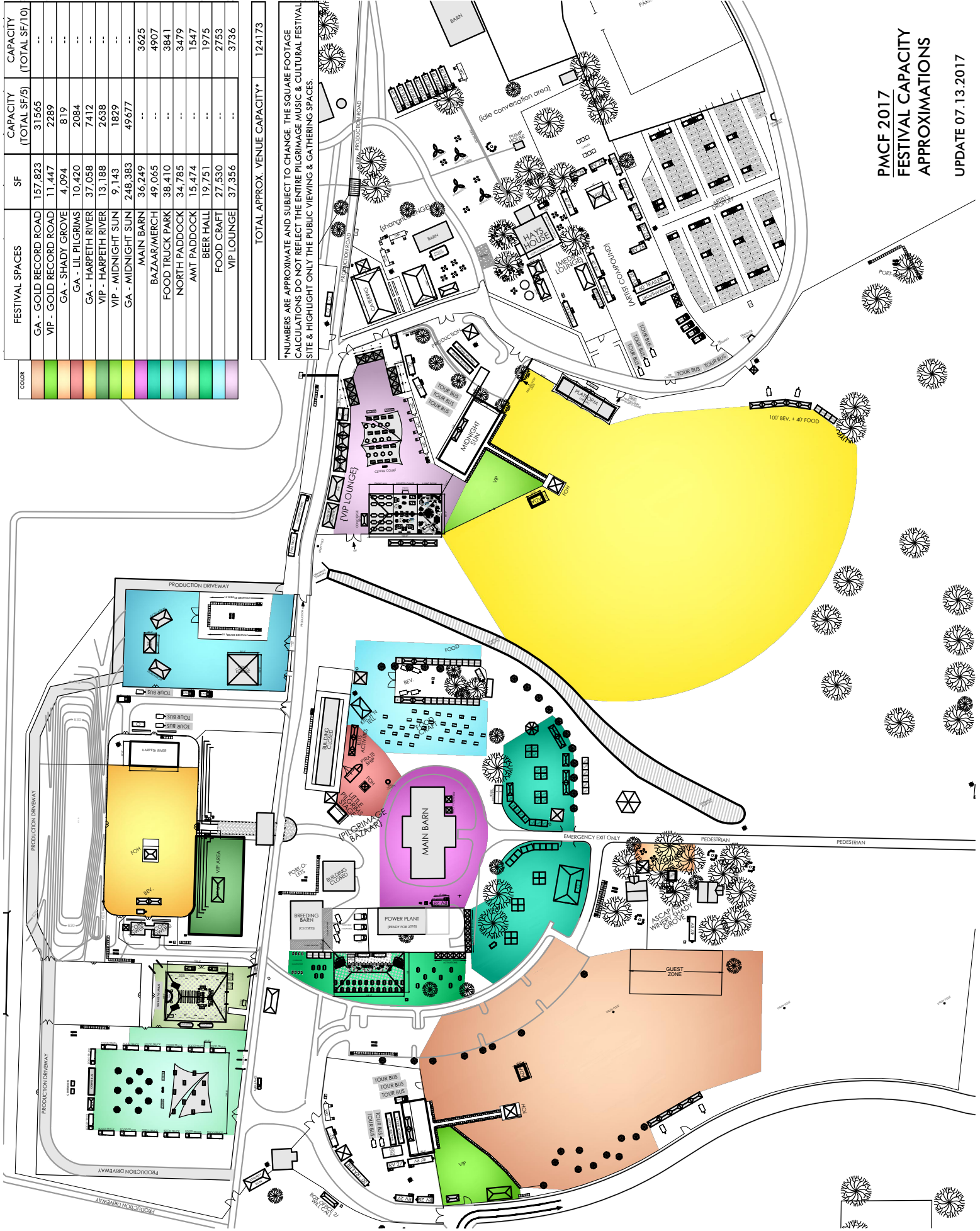
Thank you,

PMCF Management

COLOR	FESTIVAL SPACES	SF	CAPACITY (TOTAL SF/5)	CAPACITY (TOTAL SF/10)
	GA - GOLD RECORD ROAD	157,823	31,565	--
	VP - GOLD RECORD ROAD	11,447	2,289	--
	GA - SHADY GROVE	4,094	819	--
	GA - LIL PILGRIMS	10,420	2,084	--
	GA - HARPETH RIVER	37,058	7,412	--
	VP - HARPETH RIVER	13,188	2,638	--
	VP - MIDNIGHT SUN	9,143	1,829	--
	GA - MIDNIGHT SUN	248,383	49,677	--
	MAIN BARN	36,249	--	3,625
	BAZAAR/MERCH	49,065	--	4,907
	FOOD TRUCK PARK	38,410	--	3,841
	NORTH PADDOCK	34,785	--	3,479
	AMT PADDOCK	15,474	--	1,547
	BEER HALL	19,751	--	1,975
	FOOD CRAFT	27,530	--	2,753
	VIP LOUNGE	37,356	--	3,736

TOTAL APPROX. VENUE CAPACITY* 124,173

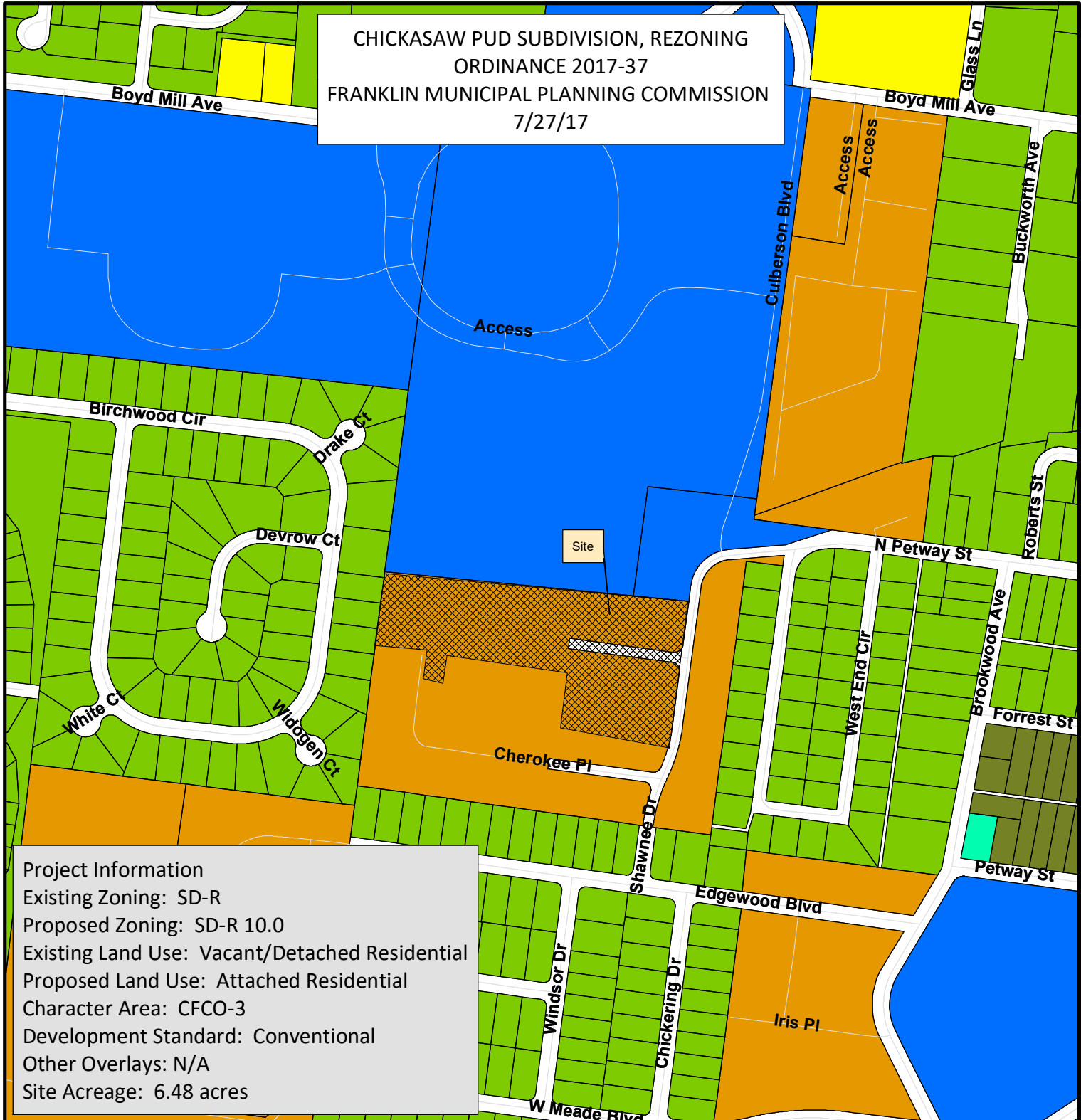
*NUMBERS ARE APPROXIMATE AND SUBJECT TO CHANGE. THE SQUARE FOOTAGE CALCULATIONS DO NOT REFLECT THE ENTIRE PILGRIMAGE MUSIC & CULTURAL FESTIVAL SITE & HIGHLIGHT ONLY THE PUBLIC VIEWING & GATHERING SPACES.



PMCF 2017
FESTIVAL CAPACITY
APPROXIMATIONS

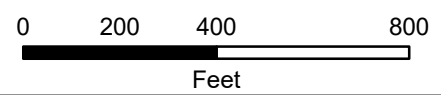
UPDATE 07.13.2017

CHICKASAW PUD SUBDIVISION, REZONING
ORDINANCE 2017-37
FRANKLIN MUNICIPAL PLANNING COMMISSION
7/27/17



Project Information
 Existing Zoning: SD-R
 Proposed Zoning: SD-R 10.0
 Existing Land Use: Vacant/Detached Residential
 Proposed Land Use: Attached Residential
 Character Area: CFCO-3
 Development Standard: Conventional
 Other Overlays: N/A
 Site Acreage: 6.48 acres

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



This map was created by the Franklin Planning Department. It was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials (c) copyright 2016. All rights reserved.

ORDINANCE 2017-37

TO BE ENTITLED: "AN ORDINANCE TO REZONE 6.38 ACRES FROM SPECIFIC DEVELOPMENT- RESIDENTIAL DISTRICT (SD-R 0.0) TO SPECIFIC DEVELOPMENT- RESIDENTIAL DISTRICT (SD-R 10.0) FOR THE PROPERTY LOCATED SOUTH OF BOYD MILL AVENUE AND WEST OF SHAWNEE DRIVE, 1101 SHAWNEE DRIVE (CHICKASAW)."

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

WHEREAS, the Specific Development – 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 2017-53 approving a Planned Unit Development (PUD) Development Plan as required by the Franklin Zoning Ordinance; and

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

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of Specific Development – Residential District to Specific Development – Residential District:

PREMISES CONSIDERED	
Map-Parcel	Acres
Part of 078H A 00400	6.38
Total	6.38

Land located in the City of Franklin, Ninth Civil District of Williamson County, Tennessee on Chickasaw Place at Shawnee Drive. Being part of property conveyed to Franklin Housing Authority by deeds from Mrs. Ella K. Warf of record in Deed Book 127, Page 33, R.O.W.C. and Earl Beasley of record in Deed Book 166, Page 332, R.O.W.C. and being more particularly described as follows:

Beginning in the westerly right-of-way of Shawnee Drive at a southeasterly corner of City of Franklin property of record in Deed Book 223, Page 607, R.O.W.C., said point of beginning being a northeasterly corner of the subject tract and having Tennessee State Plane Coordinate (NAD 83) values of North 578,356.61, East 1,705,721.67;

Thence with said westerly right-of-way as follows:

South 07° 26' 26" West, 85.79 feet;

Southwesterly with a curve to the right 39.25 feet to the northerly right-of-way of Chickasaw Place, said curve having a radius of 25.00 feet, a central angle of 89° 57' 56" and a chord of 35.34 feet at South 52° 25' 24" West;

Thence with the right-of-way of Chickasaw Place as follows:

North 82° 35' 38" West, 293.14 feet;

South 08° 06' 26" West, 50.00 feet;

South 82° 35' 38" East, 293.69 feet;

Southeasterly with a curve to the right 39.28 feet to the westerly right-of-way of Shawnee Drive, said curve having a radius of 25.00 feet, a central angle of 90° 02' 04" and a chord of 35.37 feet at South 37° 34' 36" East;

Thence with said westerly right-of-way as follows:

South 07° 26' 26" West, 141.04 feet;

Southwesterly with a curve to the right 74.74 feet, said curve having a radius of 500.00 feet, a central angle of 08° 33' 52" and a chord of 74.67 feet at South 11° 43' 22" West;

Thence with a proposed severance line as follows:

North 81° 50' 00" West, 315.91 feet;

North 08° 06' 26" East, 115.84 feet;

North 81° 50' 00" West, 255.04 feet;

South 08° 10' 00" West, 55.64 feet;

North 83° 01' 22" West, 191.78 feet;

North 06° 58' 38" East, 113.38 feet;

North 83° 01' 22" West, 113.06 feet to the easterly boundary of Revision No. 1 to Twin Oaks Subdivision of record in Plat Book 12, Page 93, R.O.W.C.;

Thence with said easterly boundary North 06° 58' 38" East, 234.16 feet to a southwesterly corner of Jim Warren Park;

Thence with the southerly boundary of said Jim Warren Park South 81° 50' 00" East, passing a 3" iron pipe at 566.73 feet and continuing on, in all, 883.54 feet to the beginning

Containing 277,894 Square Feet or 6.38 Acres, more or less.,

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

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

ATTEST:

By: _____

Eric S. Stuckey

City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____

Dr. Ken Moore

Mayor

Approved as to form by:

Shauna R. Billingsley

City Attorney

PLANNING COMMISSION RECOMMENDED:

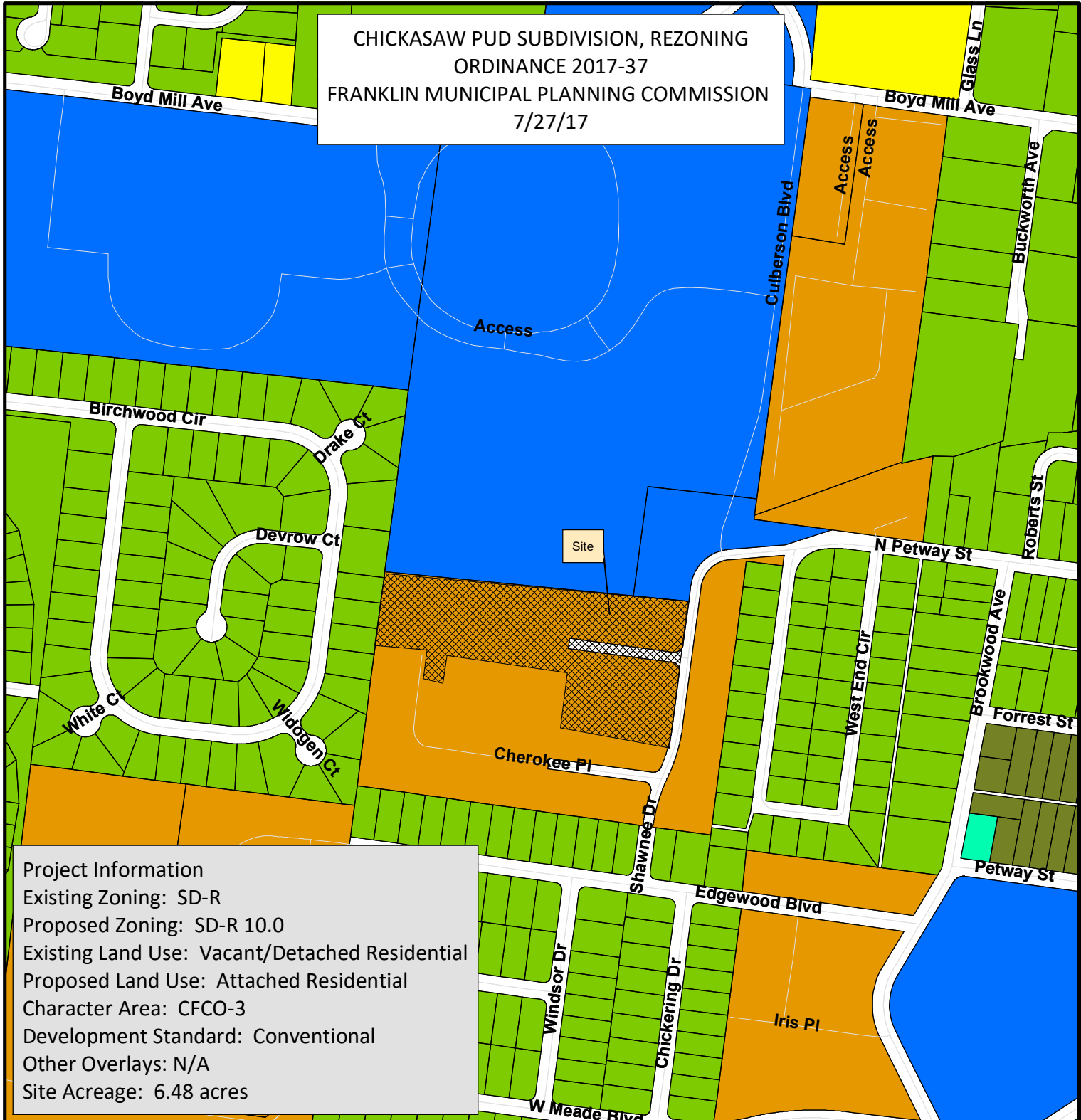
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

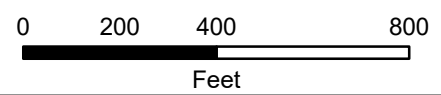
PASSED THIRD READING:

CHICKASAW PUD SUBDIVISION, REZONING
ORDINANCE 2017-37
FRANKLIN MUNICIPAL PLANNING COMMISSION
7/27/17



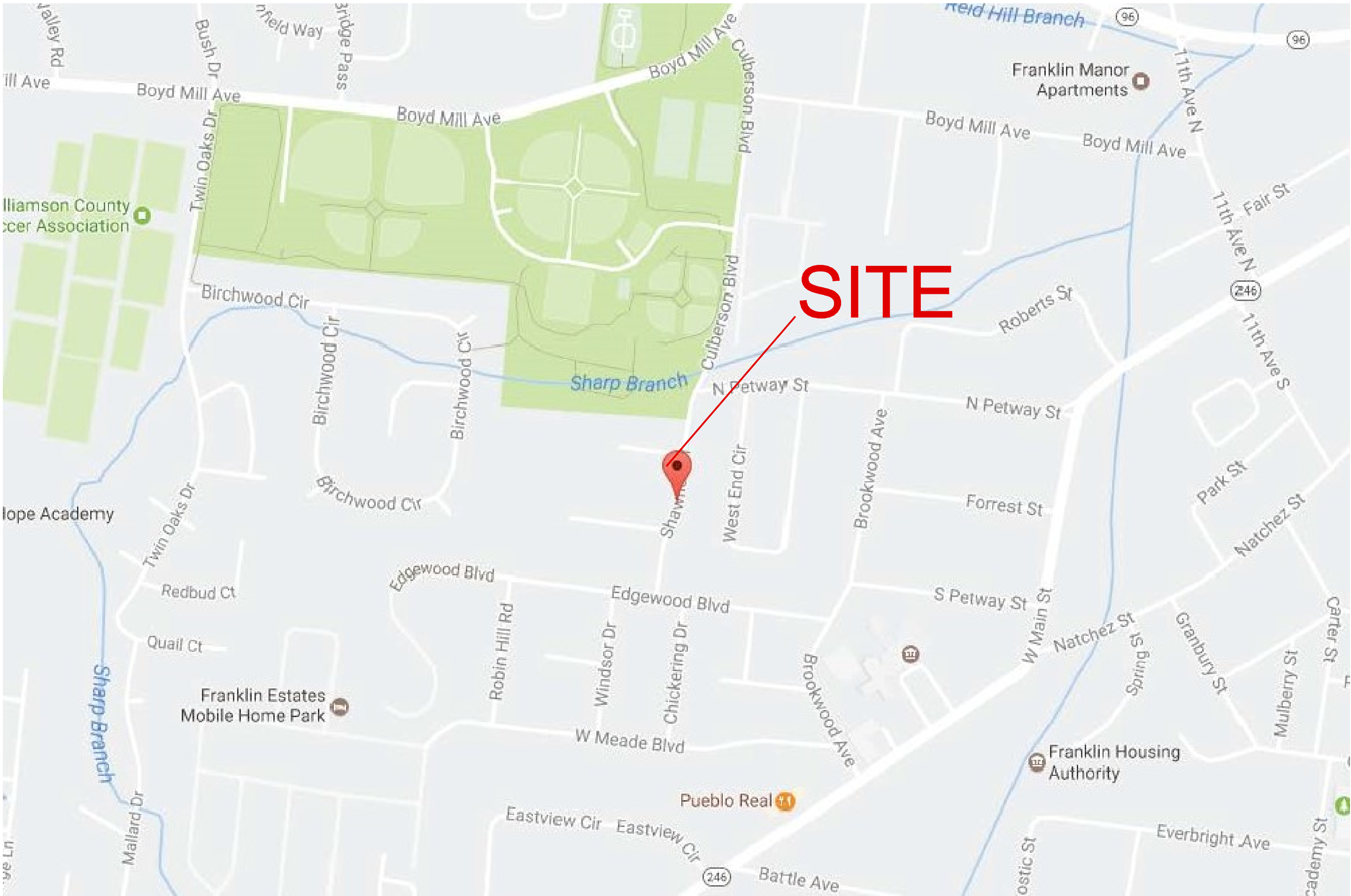
Project Information
 Existing Zoning: SD-R
 Proposed Zoning: SD-R 10.0
 Existing Land Use: Vacant/Detached Residential
 Proposed Land Use: Attached Residential
 Character Area: CFCO-3
 Development Standard: Conventional
 Other Overlays: N/A
 Site Acreage: 6.48 acres

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



This map was created by the Franklin Planning Department. It was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials (c) copyright 2016. All rights reserved.

CHICKASAW REZONING REQUEST
CHICKASAW PLACE AT SHAWNEE DRIVE
FRANKLIN HOUSING AUTHORITY



SHEET INDEX	
C 0.0	COVER SHEET AND LOCATION MAP
C 1.0	BOUNDARY MAP
C 2.0	EXISTING CONDITIONS/AERIAL

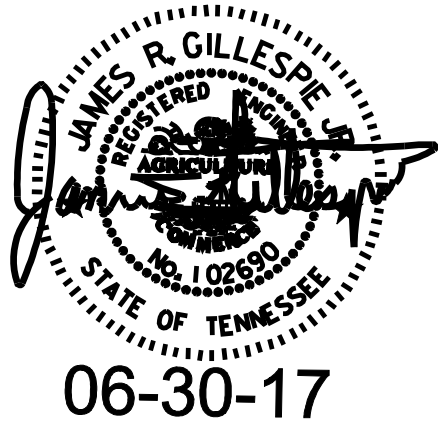
OWNER:
DERWIN JACKSON
FRANKLIN HOUSING AUTHORITY
200 SPRING STREET
FRANKLIN, TN 37064

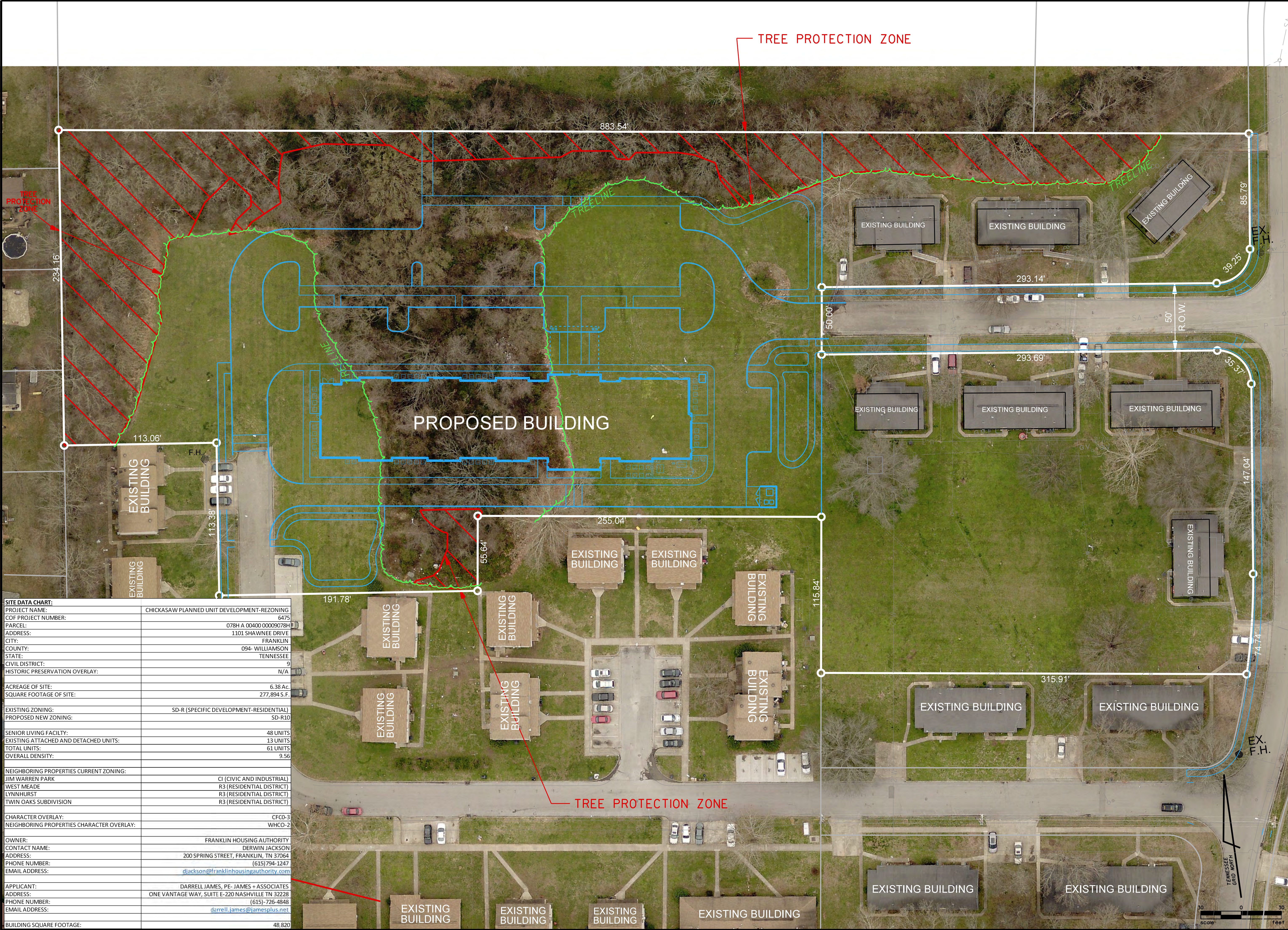
CIVIL ENGINEER:
DARRELL JAMES, PE
JAMES + ASSOCIATES
1 VANTAGE WAY, SUITE E220
NASHVILLE, TN 37228

PARCEL: 078H-A00400
WILLIAMSON COUNTY, FRANKLIN, TN 37064

JUNE 12, 2017
JUNE 30, 2017 RESUBMITTAL

J+A PROJECT No. 1716-07
CITY OF FRANKLIN PROJECT No. 6475





SITE DATA CHART:	
PROJECT NAME:	CHICKASAW PLANNED UNIT DEVELOPMENT-REZONING
COF PROJECT NUMBER:	6475
PARCEL:	078H A 00400 00009078H
ADDRESS:	1101 SHAWNEE DRIVE
CITY:	FRANKLIN
COUNTY:	094- WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	9
HISTORIC PRESERVATION OVERLAY:	N/A
ACREAGE OF SITE:	6.38 AC.
SQUARE FOOTAGE OF SITE:	277,894 S.F.
EXISTING ZONING:	SD-R (SPECIFIC DEVELOPMENT-RESIDENTIAL)
PROPOSED NEW ZONING:	SD-R10
SENIOR LIVING FACILITY:	48 UNITS
EXISTING ATTACHED AND DETACHED UNITS:	13 UNITS
TOTAL UNITS:	61 UNITS
OVERALL DENSITY:	9.56
NEIGHBORING PROPERTIES CURRENT ZONING:	
JIM WARREN PARK	CI (CIVIC AND INDUSTRIAL)
WEST MEADE	R3 (RESIDENTIAL DISTRICT)
LYNNHURST	R3 (RESIDENTIAL DISTRICT)
TWIN OAKS SUBDIVISION	R3 (RESIDENTIAL DISTRICT)
CHARACTER OVERLAY:	CFCO-3
NEIGHBORING PROPERTIES CHARACTER OVERLAY:	WHCO-2
OWNER:	FRANKLIN HOUSING AUTHORITY
CONTACT NAME:	DERWIN JACKSON
ADDRESS:	200 SPRING STREET, FRANKLIN, TN 37064
PHONE NUMBER:	(615) 794-1247
EMAIL ADDRESS:	djackson@franklinhousingauthority.com
APPLICANT:	DARRELL JAMES, PE- JAMES + ASSOCIATES
ADDRESS:	ONE VANTAGE WAY, SUITE E-220 NASHVILLE TN 32228
PHONE NUMBER:	(615)-726-4848
EMAIL ADDRESS:	darrell.james@jamesplus.net
BUILDING SQUARE FOOTAGE:	48,820

EXISTING CONDITIONS/AERIAL

REZONING APPLICATION

CHICKASAW PLANNED UNIT DEVELOPMENT

CHICKASAW PLACE @ SHAWNEE DRIVE

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

DR.	CHK.	DATE	DESCRIPTION
JND	RDJ	06.09.17	REZONING APPLICATION
TEAM	RDJ	06.30.17	RESUBMITTAL

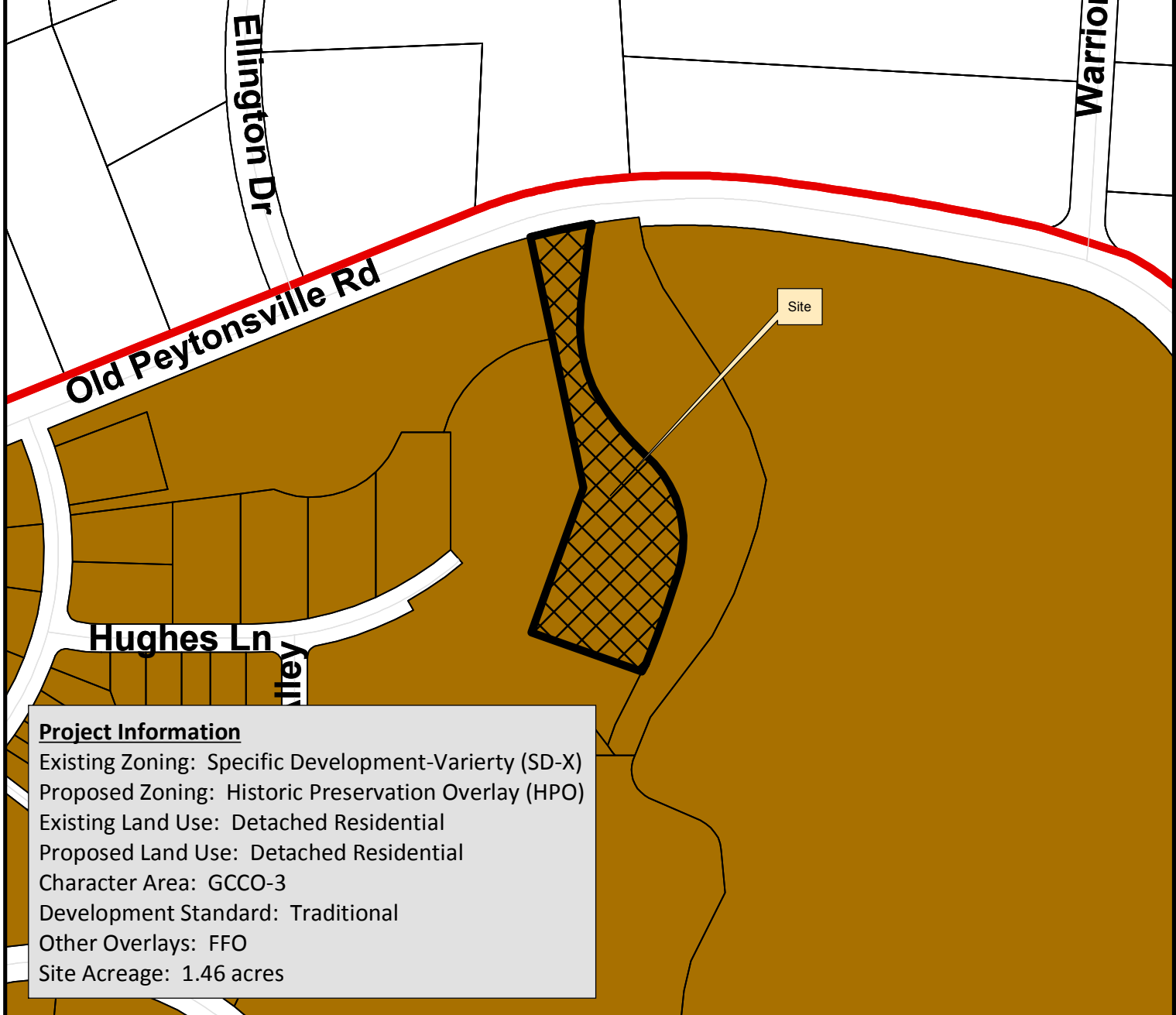
C2.0

COF PROJECT No. 6475
J+A PROJECT No. 1716-07

JAMES R. GILLESPIE
PLANNING & ENGINEERING
STATE OF TENNESSEE
06-30-17

JA
Engineers
Planners and
Computer Applications
JAMES + ASSOCIATES, INC.
One Vantage Way, Suite E220 Nashville, Tennessee 37228-541 615-726-4848

BERRY FARMS TOWN CENTER PUD SUBDIVISION, HPO ZONING, SECTION 7,
 LOT 7110
 (ORDINANCE 2017-36)
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 7/27/2017



Project Information

Existing Zoning: Specific Development-Variety (SD-X)
 Proposed Zoning: Historic Preservation Overlay (HPO)
 Existing Land Use: Detached Residential
 Proposed Land Use: Detached Residential
 Character Area: GCCO-3
 Development Standard: Traditional
 Other Overlays: FFO
 Site Acreage: 1.46 acres

- | | |
|--|---------------------------------------|
| Berry Farms, Sec 7, Lot 7110 | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
| R-2 Residential District | CC Central Commercial District |
| R-3 Residential District | NC Neighborhood Commercial District |
| R-6 Residential District | GC General Commercial District |
| RM-10 Attached 10 Residential District | LI Light Industrial District |
| RM-15 Attached 15 Residential District | HI Heavy Industrial District |
| RM-20 Attached 20 Residential District | CI Civic and Institutional District |



0 250 500
 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.
 All data and materials (c) copyright 2016. All rights reserved.

ORDINANCE 2017-36

TO BE ENTITLED: "AN ORDINANCE TO ZONE 1.46 ACRES INTO THE HISTORIC PRESERVATION OVERLAY (HPO) FOR THE PROPERTY LOCATED SOUTH OF OLD PEYTONSVILLE ROAD AND EAST OF HUGHES LANE, AT 244 OLD PEYTONSVILLE ROAD."

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

WHEREAS, the Historic Preservation Overlay provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

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

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

SECTION I. That the following described property shall be, and is hereby, zoned into the **Historic Preservation Overlay**:

PREMISES CONSIDERED	
Map-Parcel	Acres
106-32.02	1.46
Total	1.46

Being a tract of land lying in the 10th District of Williamson County, Franklin, Tennessee. Tract being Lot 7110 of Berry Farms Town Center, Section 7, Revision 2, Resubdivision of Lots 7107 & 7110 non-recorded plat. Bounded on the north by the southern Right-of-Way (ROW) of Old Peytonsville Road; on the east by Lot 7111 of Berry Farms Town Center, Section 7 PUD Subdivision as recorded in Plat Book P63, Page 137, Register's Office of Williamson County, Tennessee (ROWC); on the south and west by Lot 7107 of the said Berry Farms Town Center, Section 7, Revision 2; and on the west by Lot 7106 of the said Berry Farms Town Center, Section 7 PUD Subdivision. Tract being more particularly described as follows:

POINT OF BEGINNING lying on the southern ROW of said Old Peytonsville Road, being the northeast corner of said Lot 7106 and the northwest corner of the tract being described; thence with the southern ROW of said Old Peytonsville Road along a curve to the right having a length of 88.02 feet, a radius of 895.00 feet, a central angle of 05°38'06", and having a chord bearing and distance of North 77°41'40" East 87.99 feet to a point; thence leaving said ROW with the western boundary of said Lot 7111, South 11°25'01" West 16.46 feet to a point; thence South 06°55'15" West 96.35 feet to a point; thence with a curve to the left having a length of 34.66 feet, a radius of 426.21 feet, a central angle of 04°39'33", and having a chord bearing and distance of South 03°05'36" West 34.65 feet to a point; thence with a curve to the left having a length of 128.34 feet, a radius of 202.29 feet, a central angle of 36°20'59", and having a chord bearing and distance of South 18°38'13" East 126.20 feet to a point; thence with a curve to the left having a length of 77.27 feet, a radius of 300.00 feet, a central angle of 14°45'24", and having a chord bearing and distance of South 41°28'05" East 77.05 feet to a point; thence with a curve to the right having a length of 185.62 feet, a radius of 157.37 feet, a central angle of 67°34'45", and having a chord bearing and distance of

South 15°03'22" East 175.05 feet to a point; thence with a curve to the right having a length of 132.59 feet, a radius of 1527.03 feet, a central angle of 04°58'29", and having a chord bearing and distance of South 19°32'49" West 132.55 feet to a point; thence South 26°54'56" West 21.93 feet to a point; thence leaving the boundary line of said Lot 7111 with the northern boundary line of said Lot 7107, North 70°35'05" West 163.40 feet to a point; thence with the eastern boundary line of said Lot 7107, North 19°51'37" East 225.66 feet to a point; thence with the eastern boundary line of said Lot 7107 and said Lot 7106, North 11°55'45" West 359.65 feet to the point of beginning.

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

BERRY FARMS TOWN CENTER PUD SUBDIVISION, HPO ZONING, SECTION 7,
 LOT 7110
 (ORDINANCE 2017-36)
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 7/27/2017



Project Information

Existing Zoning: Specific Development Residential (SD-V)
 Proposed Zoning: Historic Preservation Overlay (HPO)
 Existing Land Use: Detached Residential
 Proposed Land Use: Detached Residential
 Character Area: GCCO-3
 Development Standard: Conventional
 Other Overlays: FFO
 Site Acreage: 1.46 acres

- | | |
|--|---------------------------------------|
| Berry Farms, Sec 7, Lot 7110 | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
| R-2 Residential District | CC Central Commercial District |
| R-3 Residential District | NC Neighborhood Commercial District |
| R-6 Residential District | GC General Commercial District |
| RM-10 Attached 10 Residential District | LI Light Industrial District |
| RM-15 Attached 15 Residential District | HI Heavy Industrial District |
| RM-20 Attached 20 Residential District | CI Civic and Institutional District |

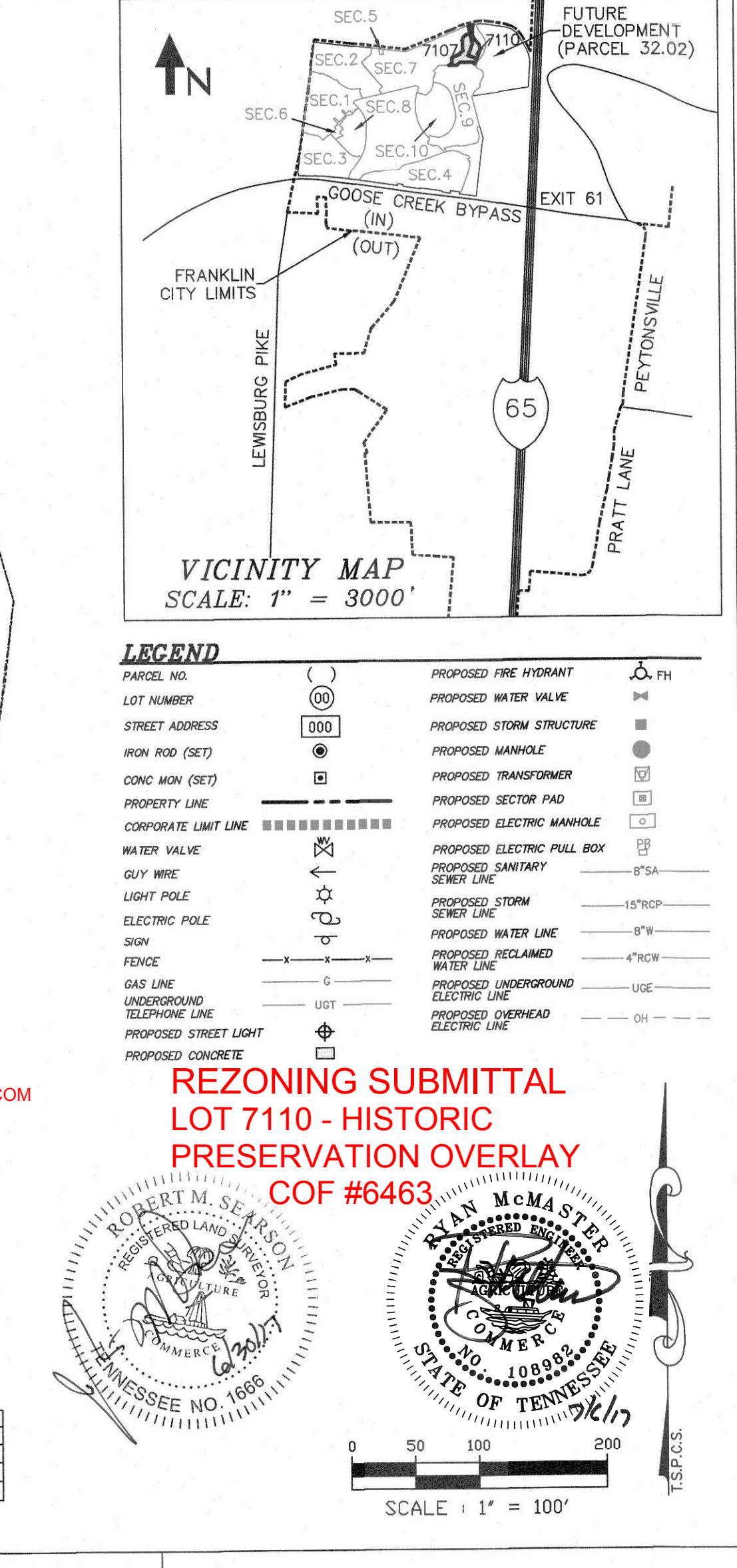
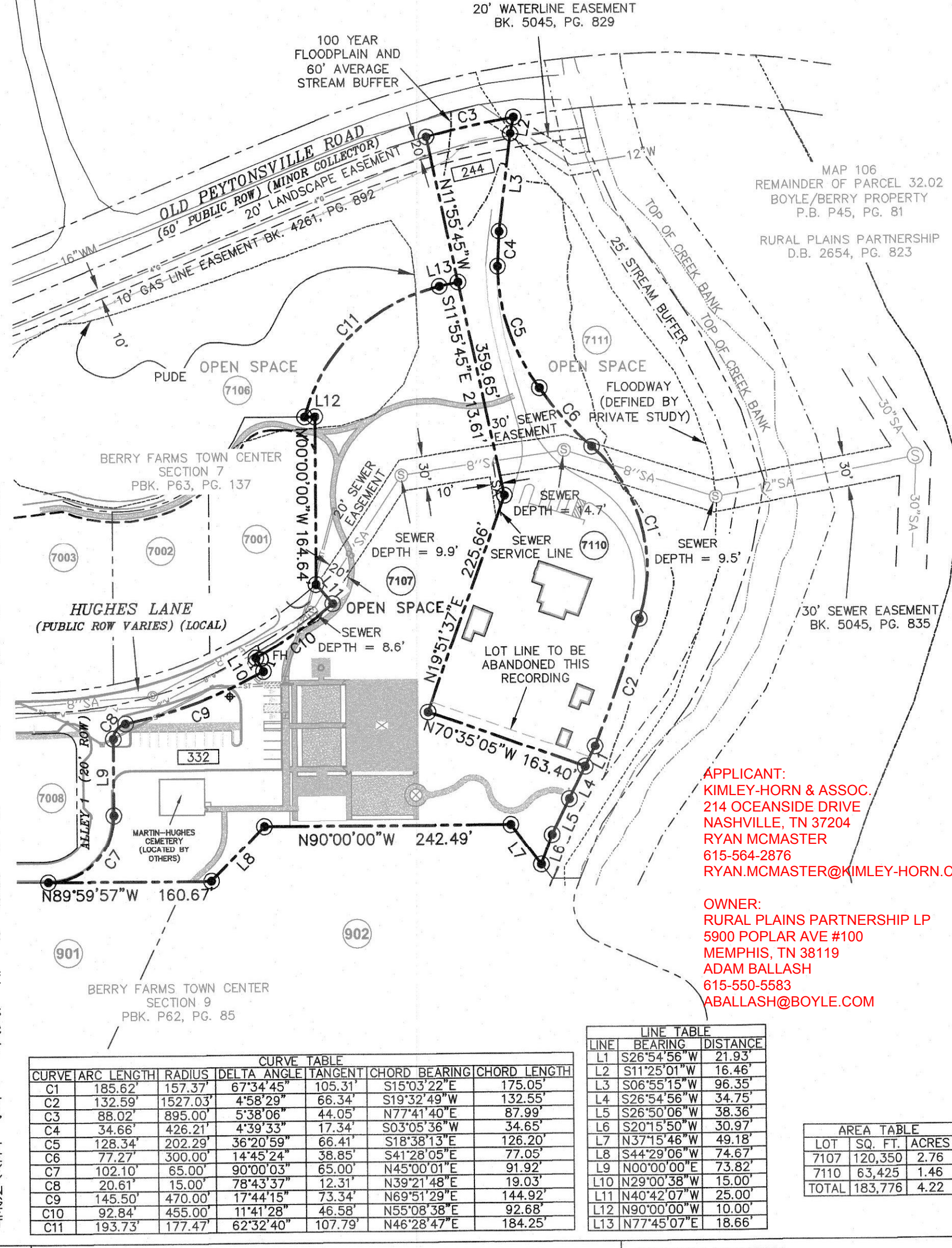


0 250 500
 Feet

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.
 All data and materials (c) copyright 2016. All rights reserved.

NOTES

- THE PURPOSE OF THIS PLAT IS TO RESUBDIVIDE TWO LOTS.
- EXISTING BASE ZONING: SD-X (SPECIFIC DEVELOPMENT-VARIETY)
CHARACTER AREA OVERLAY: GCCO-3
OVERLAY DISTRICT: FWO
OVERLAY DISTRICT: FWO
DEVELOPMENT AREA STANDARD: TRADITIONAL
(SUBJECT TO THE STANDARDS ESTABLISHED IN THE BOMA APPROVED CONCEPT PLAN AND PATTERN BOOK)
- A PORTION OF THE PROPERTY DOES LIE WITHIN THE 100 YEAR FLOOD PLAIN AND IS DETERMINED TO BE IN ZONE "AE" AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM PANEL NUMBER 47187C0355F, DATED SEPTEMBER 29, 2006.
- NOTE THE 100 YEAR FLOOD LIMITS SHOWN ARE DEFINED BY A PRIVATE STUDY.
- THIS PROPERTY CAN BE FOUND ON WILLIAMSON COUNTY TAX MAP 106J, GROUP A AND IS KNOWN AS PARCELS 107.00 & 110.00.
- OWNER/ SUBDIVIDER: RURAL PLAINS PARTNERSHIP C/O BNB-WCO INVESTORS, LLC
ADDRESS: 2000 MERIDIAN BOULEVARD, SUITE 250
FRANKLIN, TENNESSEE 37067
PHONE NO.: 615-550-5580
P.O.C.: PHIL FAWCETT (pfawcett@boyle.com)
- SURVEYOR: LITTLEJOHN ENGINEERING ASSOCIATES, INC.
ADDRESS: 1935 21ST AVE. SOUTH
NASHVILLE, TENNESSEE 37212
PHONE NO.: OFFICE 615-385-4144 FAX 615-385-4020
P.O.C.: ROBERT SEARSON (rsearson@leinc.com)
- WITHIN NEW DEVELOPMENTS AND FOR OFF-SITE LINES CONSTRUCTED AS A RESULT OF, OR TO PROVIDE SERVICE TO, THE NEW DEVELOPMENT, ALL UTILITIES, SUCH AS CABLE TELEVISION, ELECTRICAL (EXCLUDING TRANSFORMERS), GAS, SEWER, TELEPHONE, AND WATER LINES SHALL BE PLACED UNDERGROUND.
- UTILITY AND OTHER PRIVATE EASEMENTS SHOWN MAY BE MODIFIED BY SEPARATE INSTRUMENT WITHOUT RE-RECORDING OF THE FINAL PLAT.
- ALL STREET LIGHT LOCATIONS AND QUANTITIES ARE APPROXIMATE. FINAL POSITIONING AND QUANTITY SHALL BE AT THE DIRECTION OF M.T.E.M.C.
- ALL SIDEWALKS, TRAILS, PATHS, ETC., LYING OUTSIDE OF PUBLIC RIGHT OF WAY SHALL BE PUBLIC ACCESS EASEMENTS AND SHALL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION OR ASSIGNS, INCLUDING INDIVIDUAL PROPERTY OWNERS. SIDEWALK LOCATIONS WILL BE PROVIDED WITH THE SITE PLAN FOR EACH LOT.
- THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER AND APPROPRIATE FEDERAL AND STATE PERMITS.
- PRIVATE DRIVES SHALL ALSO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENT.
- THE OWNER/SUBDIVIDER, RURAL PLAINS PARTNERSHIP, ATTESTS THAT NO ONE OTHER THAN THE OWNER HOLDS MINERAL RIGHTS TO THE PROPERTY. NO DOCUMENTATION HAS BEEN FOUND.
- RURAL PLAINS ASSOCIATION OF OWNERS, INC., OR ASSIGNS, INCLUDING INDIVIDUAL PROPERTY OWNERS WILL BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE EASEMENTS AND STORMWATER MANAGEMENT FEATURES.
- PROJECT GEODETIC REFERENCE NETWORK BASED ON: COORDINATE SYSTEM U.S. STATE PLANE 1983, ZONE 4100; PROJECT DATUM NAD 1983 (CONUS); VERTICAL DATUM NAVD 88; COMBINED FACTOR = 0.99991825; CONVERGENCE ANGLE = 00°29'18.14463".
- ALL BRICK PAVER CROSSWALKS, INSIDE OR OUTSIDE OF THE ROW, SHALL BE MAINTAINED BY THE POA/HOA.
- MINIMUM REQUIRED SETBACK LINES:
FRONT YARD: * ARTERIAL: *
SIDE YARD: *
REAR YARD: *
* SEE RURAL PLAINS DESIGN GUIDELINES PATTERN BOOK FOR VARIANCES TO SETBACK LINES BASED UPON BUILDING ORIENTATIONS IN THE GUIDELINES FOR THE OVERALL PUD.
- ALL OFF-STREET PARKING AREAS SHALL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.
- NO OBSTRUCTIONS OR ENCROACHMENTS WHICH IMPEDE THE FLOW OF STORMWATER SHALL BE PERMITTED WITHIN PUBLIC DRAINAGE EASEMENTS BETWEEN LOTS. THE CITY OF FRANKLIN IS NOT RESPONSIBLE FOR REPAIR OR REPLACEMENT OF ANY ENCROACHMENTS THAT ARE DAMAGED OR REMOVED IN THE COURSE OF MAINTENANCE ACTIVITY WITHIN EASEMENTS.
- ALL OPEN SPACE SHALL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION, OR ASSIGNS, AND SHALL BE PUBLIC UTILITY, DRAINAGE AND ACCESS EASEMENTS.
- LOT 7110, CONTAINING THE HISTORIC HOME AND ITS ASSOCIATED OUTBUILDINGS, SHALL BE REZONED BY THE APPLICANT UPON RECORDATION OF THE FINAL PLAT, IN ACCORDANCE WITH THE CONDITIONS OF APPROVAL OF THE DEVELOPMENT PLAN.
- WHERE SANITARY SEWER LINES ENTER PRIVATE PROPERTY, PERMANENT EXCLUSIVE EASEMENTS SHALL BE PROVIDED BASED ON THE DEPTH OF THE SEWER MAIN. 0'-12" DEPTH REQUIRES A 20' EASEMENT AND 13"-20" DEPTH REQUIRES A 30' EASEMENT. IN ADDITION, A MINIMUM 10' WIDE TEMPORARY CONSTRUCTION EASEMENT ON EACH SIDE OF THE PERMANENT EASEMENT MUST BE PROVIDED UNTIL THE SEWER MAIN IS CONSTRUCTED AND ACCEPTED BY THE CITY OF FRANKLIN.
- SURVEY FIELD DATA COLLECTED ON 4-9-2015.
- THE RECORDING OF THIS PLAT VOIDS, VACATES & SUPERCEDES LOTS 7107 AND 7110 OF BERRY FARMS TOWN CENTER PUD SUBDIVISION, SECTION 7 AS RECORDED IN PLAT BOOK P63, PAGE 137, REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.
- NO IMPROVEMENTS SHALL BE PERMITTED WITHIN THE CITY OF FRANKLIN UTILITY EASEMENT THAT MAY DESTROY, WEAKEN OR DAMAGE THE INFRASTRUCTURE OR INTERFERE WITH THE OPERATION OR MAINTENANCE OF SAID INFRASTRUCTURE. THESE IMPROVEMENTS INCLUDE, BUT MAY NOT BE LIMITED TO GRADE CUT OR FILL, PERMANENT STRUCTURES, OR VEGETATION THAT MAY IMPEDE OPERATIONS OR AFFECT UNDERGROUND INFRASTRUCTURE. THE CITY OF FRANKLIN RESERVES THE RIGHT TO PERMANENTLY REMOVE ANY IMPROVEMENTS THAT MAY IMPACT EXISTING AND FUTURE INFRASTRUCTURE WITHIN THE EASEMENT. THE CITY OF FRANKLIN SHALL RESTORE THE SITE TO AN ACCEPTABLE CONDITION AS APPROVED BY THE DIRECTOR OF WATER MANAGEMENT DEPARTMENT.



CERTIFICATE OF APPROVAL OF WATER AND SEWER SYSTEMS
I hereby certify that:
(1) the water and sewer systems designated in "Berry Farms Town Center PUD Subdivision Final Plat, Section 7, Revision 2" Subdivision have been installed in accordance with City specifications, or
(2) a performance agreement and surety in the amount of \$_____ for the water system and \$_____ for the sewer system has been posted with the City of Franklin, Tennessee, to assure completion of such systems.

Director Water Management Department _____ Date _____
City of Franklin

CERTIFICATE OF ELECTRIC POWER
Middle Tennessee Electric Membership Corporation (MTEMC) will provide electric service to the subject property according to the normal operating practices of MTEMC as defined in the rules and regulations, bylaws, policy bulletins and operational bulletins of MTEMC, and in accordance with the plot approval checklist, tree planting guidelines and other regulations contained on the MTEMC website at www.mtemc.com (collectively the "requirements"). No electric service will be provided until MTEMC's requirements have been met and approved in writing by an authorized representative of MTEMC. Any approval is, at all times, contingent upon continuing compliance with MTEMC's Requirements.

Middle Tennessee Electric Membership Corporation _____ Date _____

CERTIFICATE OF APPROVAL FOR RECORDING
Approved by the Franklin Municipal Planning Commission, Franklin, Williamson County, Tennessee, with the exception of such conditions, if any, as are noted in the Planning Commission minutes for the _____ day of _____, 2017, and this plat has been approved for recording in the Registers Office of Williamson County.

Secretary _____ Date _____
Franklin Municipal Planning Commission

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME, STREET NAMES, AND ADDRESSING
Subdivision name and street names approved by the Williamson County Emergency Management Agency.

Williamson County Emergency Management Agency _____ Date _____
City of Franklin _____ Date _____

CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, AND SIDEWALKS
I hereby certify that:
(1) the streets, drainage, and sidewalks designated in "Berry Farms Town Center PUD Subdivision Final Plat, Section 7, Revision 2" Subdivision have been installed in accordance with City specifications, or
(2) a performance agreement and surety in the amount of \$_____ for streets, \$_____ for drainage, and \$_____ for sidewalks has been posted with the City of Franklin, Tennessee, to assure completion of such improvements.

Director, Streets Department _____ Date _____
City of Franklin, Tennessee

CERTIFICATE OF SURVEY
I (we) hereby certify that the subdivision plat as shown hereon is correct and that all of the monuments shown hereon have been or will be placed as indicated. This subdivision plat correctly represents a survey made under my supervision on the 9th day of April, 2015.

Robert M. Searson, Tenn. License No. 1666 _____ Date 6/30/17

CERTIFICATE OF OWNERSHIP
I (we) hereby certify that I am (we are) the owner(s) of the property shown hereon as of record in Book 2654, Page 823, R.O.W.C., Tennessee, and adopt the plan of subdivision of the property as shown hereon and dedicate all public ways and easements as noted. No lot(s) as shown hereon shall again be subdivided, resubdivided, altered or changed so as to produce less area than is hereby established until otherwise approved by the Franklin Municipal Planning Commission, and under no condition shall such lot(s) be made to produce less area than is prescribed by the restrictive covenants as of record in Book _____, Page _____, R.O.W.C., Tennessee, running with the title to the property. I (we) further certify that there are no liens on this property, except as follows: Book _____, Page _____, R.O.W.C.

Rural Plains Partnership _____ Date _____
Owner

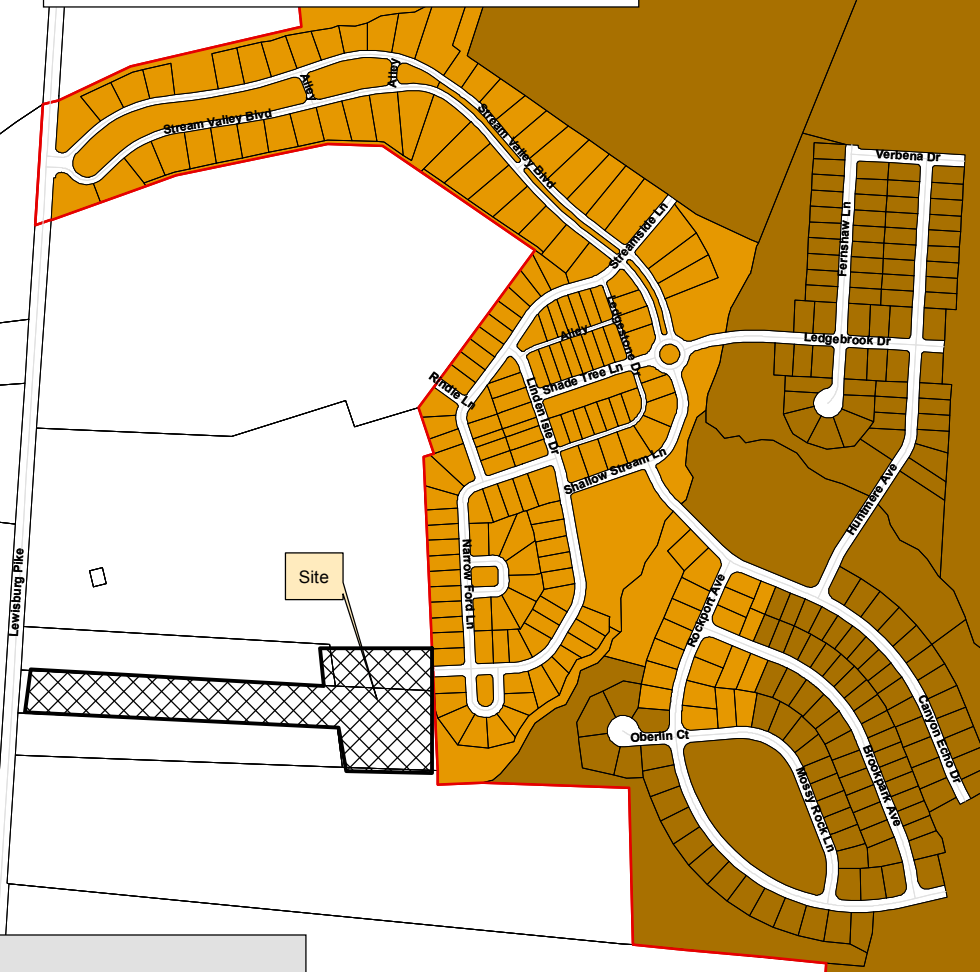
S&ME
1935 21st Avenue South, NASHVILLE, TENNESSEE 37212
T 615.385.4144 F 615.385.4020 www.smeinc.com
ENGINEERING FIRM LICENSE NUMBER: F-0176

BERRY FARMS TOWN CENTER
PUD SUBDIVISION
FINAL PLAT
SECTION 7, REVISION 2
RESUBDIVISION OF LOTS 7107 & 7110
C.O.F. NO. 6468
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

TOTAL ACRES: 4.22	TOTAL LOTS: 2
ACRES NEW PUBLIC STREETS: ±0.00	DISTRICT: 8TH
LFT NEW PUBLIC STREETS: ±0	CLOSURE ERROR: 1:10000
DATE: 06-12-17	
REV: 06-30-17	

PROJECT #554716002 SHEET 1 OF 1

RESOLUTION 2017-50/ORDINANCE 2017-34
BUSHNELL FARM ANNEXATION
9.75 ACRES
FMPC 7/27/2017



Project Information

Existing Land Use: Vacant
Proposed Land Use: Attached/Detached Residential
Proposed Zoning- SD-R 2.05
Character Area: GCCO-5
Development Standard: Conventional
Other Overlays: N/A
Site Acreage: 9.75 acres
Proposed Number of Dwelling Units: 20
Proposed Building Height: 2 stories

- | | |
|--|---------------------------------------|
| Bushnell Farm | SD-R Specific Development-Residential |
| Corporate Boundaries | SD-X Specific Development-Variety |
| 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 | |



0 375 750 1,500
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. All data and materials (c) copyright 2016. All rights reserved.

**RESOLUTION 2017-50
ORDINANCE 2017-34**

**TO BE ENTITLED: “A RESOLUTION AND ORDINANCE TO ANNEX
BUSHNELL FARM, CONSISTING OF 9.75 ACRES, PROPERTY LOCATED
SOUTH OF GOOSE CREEK BYPASS AND EAST OF LEWISBURG PIKE AND
ADJOINING THE CITY LIMITS WITHIN THE SOUTHERN PART OF THE
FRANKLIN URBAN GROWTH BOUNDARY (UGB).”**

WHEREAS, Justin Bushnell and Walter Bates, (“Owners”) of properties located between 1495 Lewisburg Pike and 1521 Lewisburg Pike (“Properties”), petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (“City”), to annex 9.75 acres adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, the Franklin Municipal Planning Commission (FMPC) has reviewed and recommended approval of the proposed annexation and Plan of Services for the annexation area; and

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

WHEREAS, the BOMA has adopted a Plan of Services for the annexation area as described in Resolution 2017-13; and

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

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

SECTION I. That the following described Property shall be, and is hereby, annexed in and to the corporate limits of the City of Franklin, Tennessee:

PREMISES CONSIDERED

Map-Parcel	Acres
p/o 001—01706	1.59
117—01705	8.16
Total	9.75

Land situated in Williamson County, Tennessee, being shown on Tax Map 117, as a portion of Parcel 17.06, and is currently known as a portion of the lands owned by Walter T., etux., Mary Jo Bates of record in Book 551, Page 338, in the Register's Office of Williamson County, Tennessee (R.O.W.C., TN.), and being more particularly described as follows;

Commencing at an iron rebar (old) as called for in the easterly right of way of Lewisburg Pike, thence, N 04°06'20"E for a distance of 351.98' to a t-post (old), called for in said east right of way, thence, leaving said right of way, S 87°10'54"E for a distance of 1281.42' to the **Point of Beginning**, said point being a post (old) at a fence intersection, post monuments the southeast corner of the Walter and Arthur Bates property Book 2633, Page 136 (R.O.W.C., TN.), the southwest property corner of herein described carve off, and having coordinates of N: 551069.91, E: 1718386.93; thence, along fence, and the east line of said Bates property, N 06°51'26"W for a distance of 170.08' to a post in fence; thence, along a severance line this survey, a proposed north property line of herein described carve off, S 86°50'54"E for a distance of 421.81' to an iron rebar (new) set in the west line of Stream Valley Section 5, P.B.58, P.646 (R.O.W.C., TN.); thence, along said west line, S 02°43'24"E for a distance of 166.07' to an iron rebar (new) in said west line, said rebar being a northeast corner of the Bushnell property recorded in Book 3692, Page 646 (R.O.W.C., TN.), and the southeast corner of herein described carve off; thence, leaving said west line of Stream Valley Section 5, along the north property line of said Bushnell property, and the south property line of herein described carve off, N 87°10'54"W for a distance of 409.25' to the **Point of Beginning**. Containing 69,131.81 Sq. Ft. or 1.587 Acres, this according to a field survey made by Energy Land & Infrastructure, LLC. Dated October, 2016

Land situated in Williamson County, Tennessee, being shown on Tax Map 117, Parcel 17.05, and is currently known as a portion of the lands owned by Justin, etux., Amanda Sparks Bushnell of record in Book 3692, Page 646, in the Register's Office of Williamson County, Tennessee (R.O.W.C., TN.), and being more particularly described as follows;

Commencing at an iron rebar (old) as called for in the easterly right of way of Lewisburg Pike, thence, N 04°01'03"E for a distance of 175.35' to the **Point of Beginning**, said point being a t-post (old), having coordinates of N: 550957.05, E: 1717094.15, said t-post found in the east margin of Lewisburg Pike; thence, along said right of way, N 04°01'00"E for a distance of 176.76' to a t-post (old), said post being a southwest corner of Walter and Arthur Bates property as recorded in Book 2633, P.136 (R.O.W.C., TN.), and the northwest corner of herein described property; thence, leaving said east margin along the north property line of herein described property, S 87°10'54"E for a distance of 1690.67' to a point in the west line of Stream Valley Section 5, P.B.58, P.646 (R.O.W.C., TN.); thence, along said west line, S 02°43'25"E for a distance of 327.15' to a t-post (old), said post being a northerly corner of the Westbrook property recorded in Book 6318, P.201 (R.O.W.C., TN.); and the southeast corner of herein described property; thence, with the north property line of said Westbrook, N 88°03'20"W for a distance of 384.60' to a t-post (old), said post being the southeast corner of a separate parcel of the Bushnell property recorded in Book 3692, Page 646 (R.O.W.C., TN.) and the southwesterly most corner of herein described property; thence, along the east property line of said Bushnell property, and a west property line of herein described property, N 06°35'22"W for a distance of 164.00' to a iron rod (new), said iron rod being the northeast corner of said Bushnell property; thence, along the north property line of the Bushnell property, and a southerly line of herein described property, N 87°29'21"W for a distance of 1314.62' to the **Point of Beginning**. Containing 355,364.50 Sq. Ft. or 8.158 Acres, this according to a field survey made by Energy Land & Infrastructure, LLC. Dated October, 2016

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

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

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

ATTEST:

By: _____
Eric Stuckey
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

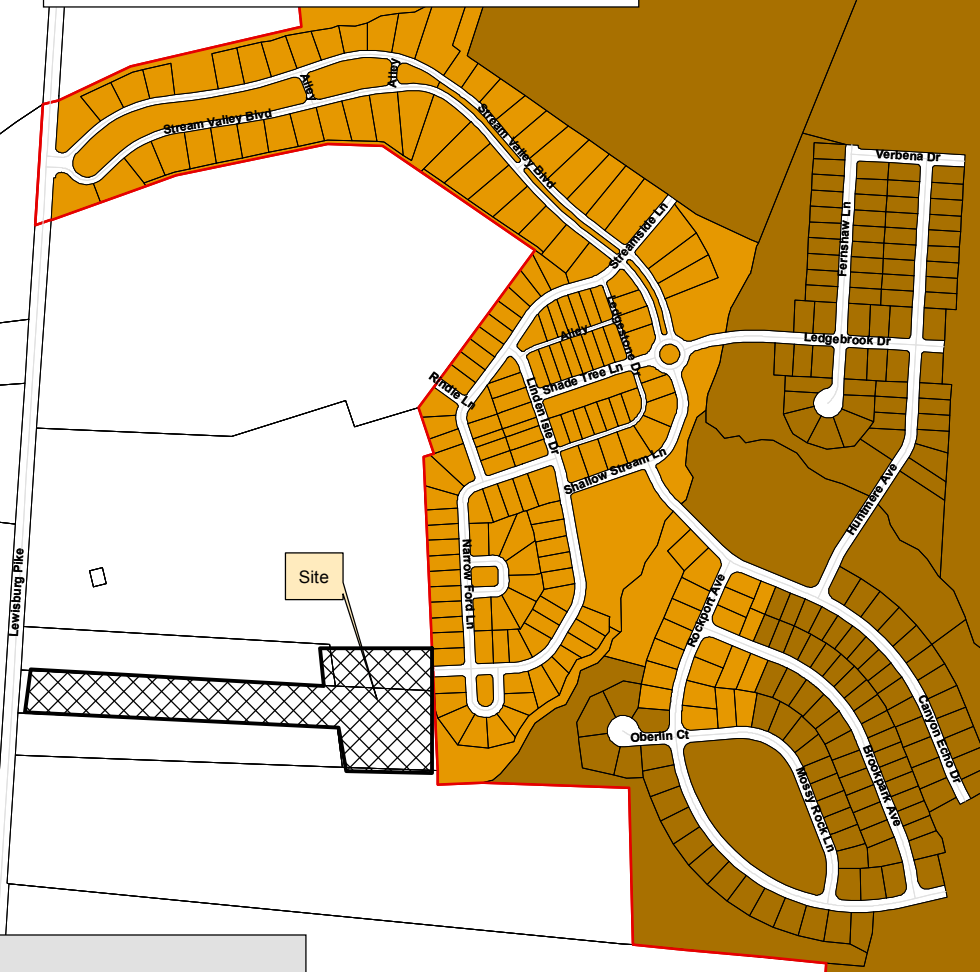
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

RESOLUTION 2017-50/ORDINANCE 2017-34
BUSHNELL FARM ANNEXATION
9.75 ACRES
FMPC 7/27/2017



Project Information

Existing Land Use: Vacant
Proposed Land Use: Attached/Detached Residential
Proposed Zoning- SD-R 2.05
Character Area: GCCO-5
Development Standard: Conventional
Other Overlays: N/A
Site Acreage: 9.75 acres
Proposed Number of Dwelling Units: 20
Proposed Building Height: 2 stories

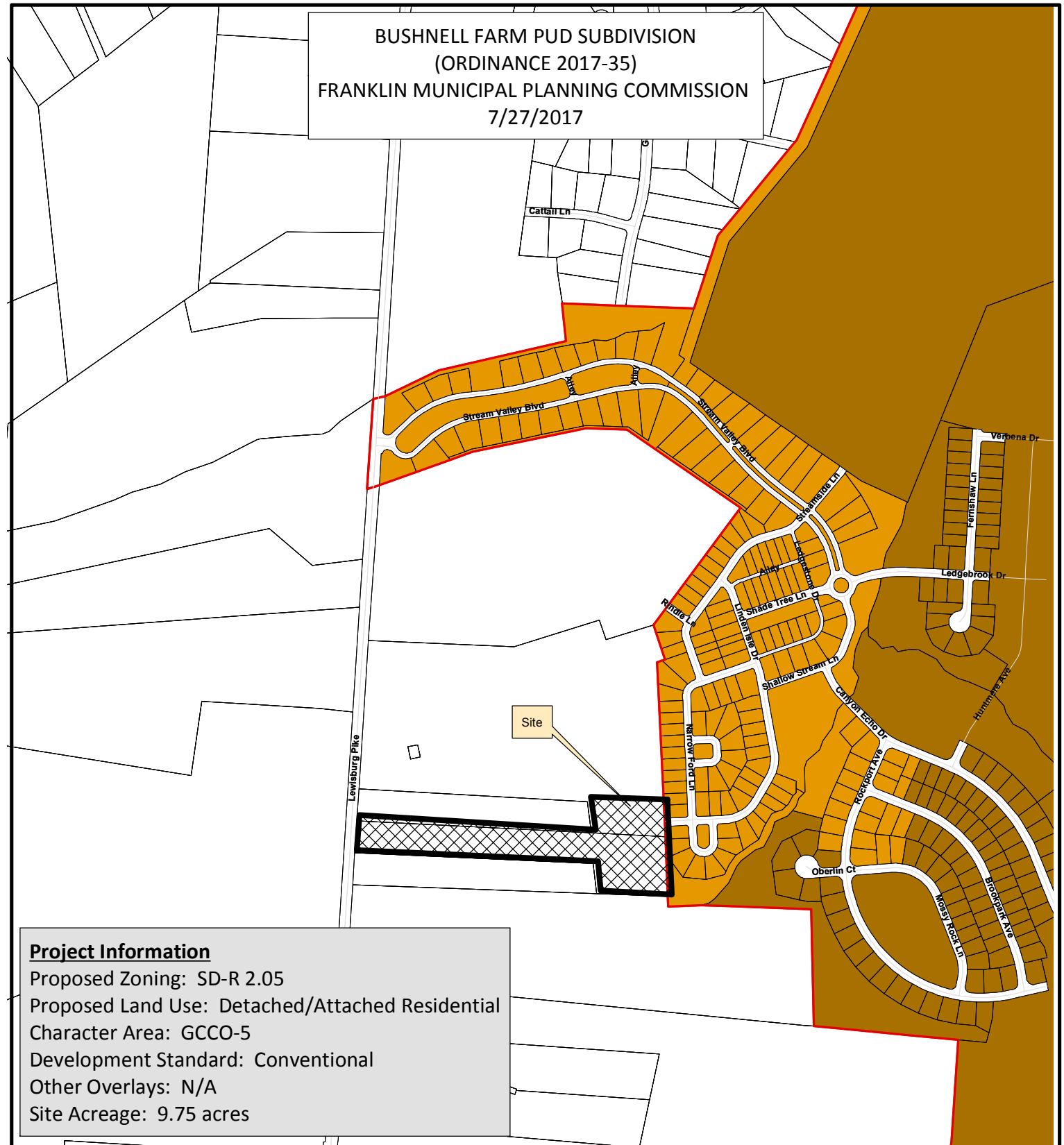
- | | |
|--|---------------------------------------|
| Bushnell Farm | SD-R Specific Development-Residential |
| Corporate Boundaries | SD-X Specific Development-Variety |
| AG Agricultural District | OR Office Residential District |
| ER Estate Residential | GO General Office District |
| R-1 Residential 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 | |



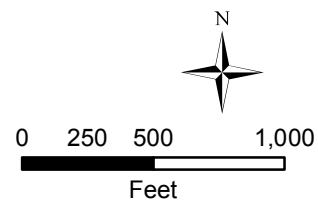
0 375 750 1,500
Feet

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. All data and materials (c) copyright 2016. All rights reserved.

**BUSHNELL FARM PUD SUBDIVISION
(ORDINANCE 2017-35)
FRANKLIN MUNICIPAL PLANNING COMMISSION
7/27/2017**



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



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. All data and materials (c) copyright 2017. All rights reserved.

ORDINANCE 2017-35

TO BE ENTITLED: “AN ORDINANCE TO ZONE 9.75 ACRES SPECIFIC DEVELOPMENT – RESIDENTIAL 2.05, GOOSE CREEK CHARACTER AREA OVERLAY -5, CONVENTIONAL STANDARDS, FOR THE PROPERTY LOCATED SOUTH OF GOOSE CREEK BYPASS AND EAST OF LEWISBURG PIKE.”

WHEREAS, Justin Bushnell and Walter Bates, (“Owners”) of properties located between 1495 Lewisburg Pike and 1521 Lewisburg Pike (“Properties”), petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (“City”), to annex 9.75 acres adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, the BOMA has adopted a Plan of Services and annexed the Property as described in Resolution 2017-13 and Resolution 2017-50/Ordinance 2017-35; and

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

WHEREAS, the Specific Development Residential 2.05 district, Goose Creek Character Area -5, and Conventional Standards, provide zoning for land uses compatible with both the Franklin Land Use Plan and the surrounding development; and

WHEREAS, the BOMA adopted Resolution 2017-13, 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 (FMPC).

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

SECTION I. That the following described Property shall be, and is hereby, zoned the following: the Specific Development Residential 1.54 district, Goose Creek Character Area -5, and Conventional Standards

PREMISES CONSIDERED

Map-Parcel	Acres
p/o 001--01706	1.59
117---01705	8.16
Total	9.75

Land situated in Williamson County, Tennessee, being shown on Tax Map 117, as a portion of Parcel 17.06, and is currently known as a portion of the lands owned by Walter T., etux., Mary Jo Bates of record in Book 551, Page 338, in the Register's Office of Williamson County, Tennessee (R.O.W.C., TN.), and being more particularly described as follows;

Commencing at an iron rebar (old) as called for in the easterly right of way of Lewisburg Pike, thence, N 04°06'20"E for a distance of 351.98' to a t-post (old), called for in said east right of way, thence, leaving said right of way, S 87°10'54"E for a distance of 1281.42' to the **Point of Beginning**, said point being a post (old) at a fence intersection, post monuments the southeast corner of the Walter and Arthur Bates property Book 2633, Page 136 (R.O.W.C., TN.), the southwest property corner of herein described carve off, and having coordinates of N: 551069.91, E: 1718386.93; thence, along fence, and the east line of said Bates property, N 06°51'26"W for a distance of 170.08' to a post in fence; thence, along a severance line this survey, a proposed north property line of herein described carve off, S 86°50'54"E for a distance of 421.81' to an iron rebar (new) set in the west line of Stream Valley Section 5, P.B.58, P.646 (R.O.W.C., TN.); thence, along said west line, S 02°43'24"E for a distance of 166.07' to an iron rebar (new) in said west line, said rebar being a northeast corner of the Bushnell property recorded in Book 3692, Page 646 (R.O.W.C., TN.), and the southeast corner of herein described carve off; thence, leaving said west line of Stream Valley Section 5, along the north property line of said Bushnell property, and the south property line of herein described carve off, N 87°10'54"W for a distance of 409.25' to the **Point of Beginning**. Containing 69,131.81 Sq. Ft. or 1.587 Acres, this according to a field survey made by Energy Land & Infrastructure, LLC. Dated October, 2016

Land situated in Williamson County, Tennessee, being shown on Tax Map 117, Parcel 17.05, and is currently known as a portion of the lands owned by Justin, etux., Amanda Sparks Bushnell of record in Book 3692, Page 646, in the Register's Office of Williamson County, Tennessee (R.O.W.C., TN.), and being more particularly described as follows;

Commencing at an iron rebar (old) as called for in the easterly right of way of Lewisburg Pike, thence, N 04°01'03"E for a distance of 175.35' to the **Point of Beginning**, said point being a t-post (old), having coordinates of N: 550957.05, E: 1717094.15, said t-post found in the east margin of Lewisburg Pike; thence, along said right of way, N 04°01'00"E for a distance of 176.76' to a t-post (old), said post being a southwest corner of Walter and Arthur Bates property as recorded in Book 2633, P.136 (R.O.W.C., TN.), and the northwest corner of herein described property; thence, leaving said east margin along the north property line of herein described property, S 87°10'54"E for a distance of 1690.67' to a point in the west line of Stream Valley Section 5, P.B.58, P.646 (R.O.W.C., TN.); thence, along said west line, S 02°43'25"E for a distance of 327.15' to a t-post (old), said post being a northerly corner of the Westbrook property recorded in Book 6318, P.201 (R.O.W.C., TN.); and the southeast corner of herein described property; thence, with the north property line of said Westbrook, N 88°03'20"W for a distance of 384.60' to a t-post (old), said post being the southeast corner of a separate parcel of the Bushnell property recorded in Book 3692, Page 646 (R.O.W.C., TN.) and the southwesterly most corner of herein described property; thence, along the east property line of said Bushnell property, and a west property line of herein described property, N 06°35'22"W for a distance of 164.00' to a iron rod (new), said iron rod being the northeast corner of said Bushnell property; thence, along the north property line of the Bushnell property, and a southerly line of herein described property, N 87°29'21"W for a distance of 1314.62' to the **Point of Beginning**. Containing 355,364.50 Sq. Ft. or 8.158 Acres, this according to a field survey made by Energy Land & Infrastructure, LLC. Dated October, 2016

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

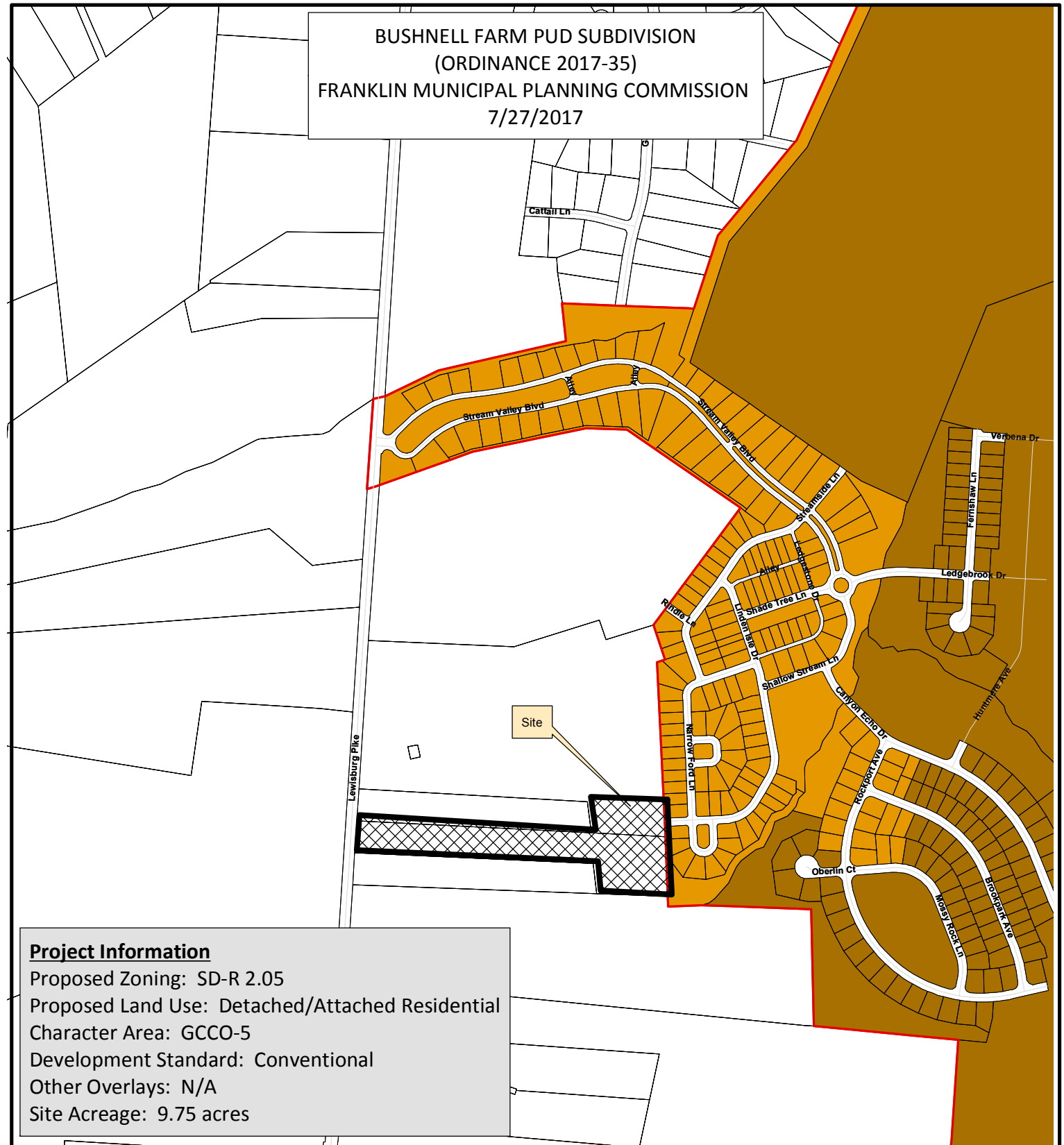
PASSED FIRST READING:

PUBLIC HEARING HELD:

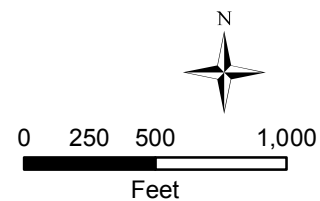
PASSED SECOND READING:

PASSED THIRD READING:

**BUSHNELL FARM PUD SUBDIVISION
(ORDINANCE 2017-35)
FRANKLIN MUNICIPAL PLANNING COMMISSION
7/27/2017**



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



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. All data and materials (c) copyright 2017. All rights reserved.

SITE DATA

SUBDIVISION/DEVELOPMENT:	BUSHNELL FARM
CITY OF FRANKLIN PROJECT NUMBER	6470
LOT NUMBERS	1-15, 100-105(OPEN SPACE)
ADDRESS:	1495 & 1521 LEWISBURG PIKE
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	10TH
EXISTING ZONING AND CHARACTER AREA OVERLAY:	GCCO-5
OTHER APPLICABLE OVERLAYS:	N/A
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
ACREAGE OF SITE	9.59
OWNERS REPRESENTATIVE:	Tenn Contractors Inc.
ADDRESS:	P.O. BOX 314 FRANKLIN, TN 37065
PHONE NO.:	615-305-1033
CONTACT NAME:	TYLER RING
E-MAIL ADDRESS:	tyleriring@comcast.net
APPLICANT:	EDGE PLANNING, LANDSCAPE ARCHITECTURE & URBAN DESIGN
ADDRESS:	210 12TH AVENUE SOUTH, SUITE 202 - NASHVILLE TN 37203
PHONE NO.:	(615) 250-8154
FAX NO.:	(615) 250-8155
CONTACT:	JOHN HAAS - jhaas@edgela.com

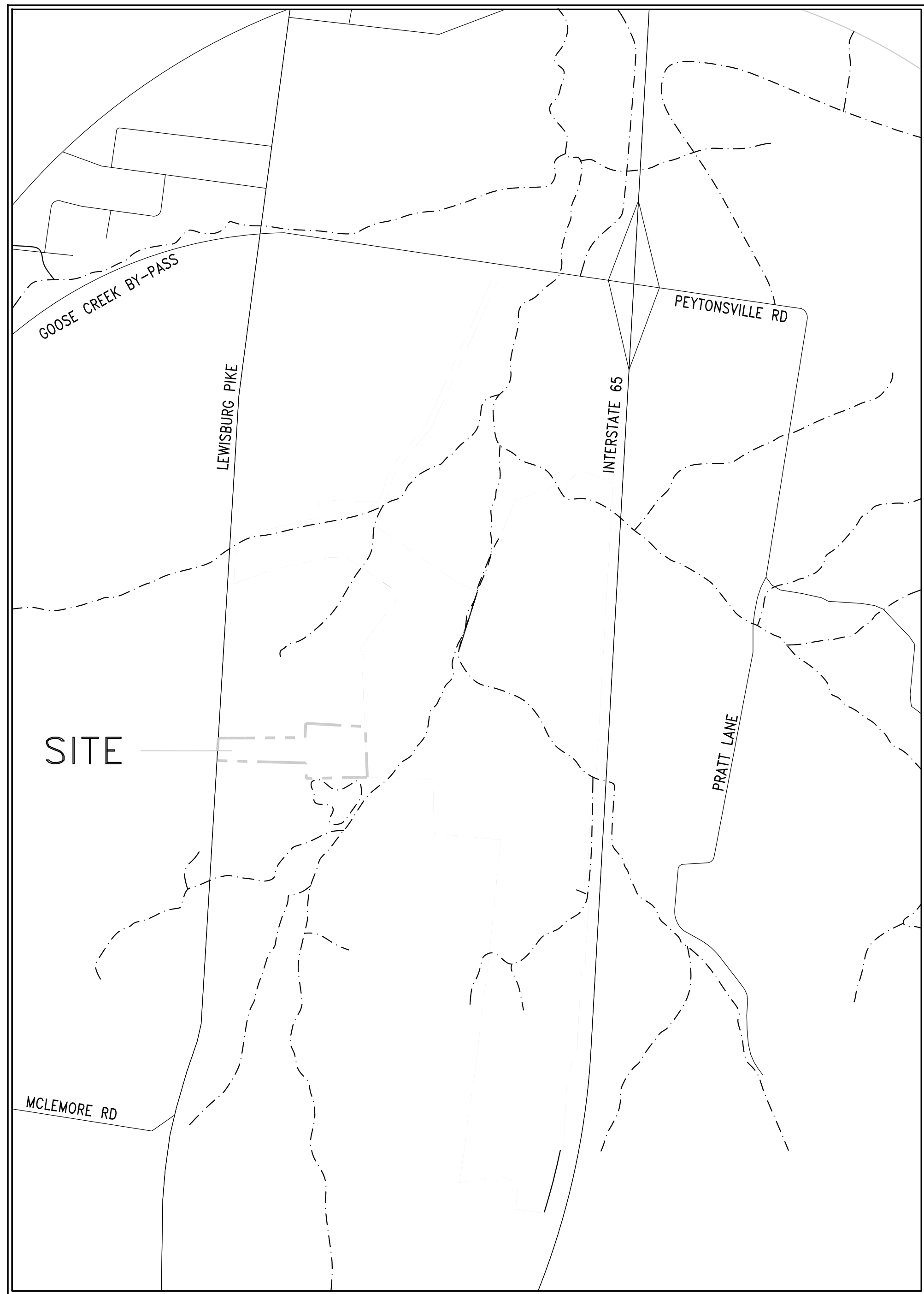
REZONING SUBMITTAL
BUSHNELL FARM
CONSERVATION SUBDIVISION
ZONING: SD-R
DENSITY: 2.90 UN/AC

FRANKLIN, TENNESSEE
CITY OF FRANKLIN PROJECT NO. 6470

REZONING SUBMITTAL: JUNE 2, 2017
REZONING RE-SUBMITTAL: JULY 6, 2017

INDEX OF SHEETS

SHEET #	TITLE
C0.0	Cover Sheet
R 1.0	Rezoning Plan



SITE LOCATION MAP

1" = 1000'

PREPARED FOR:
TENN. CONTRACTORS INC.
P.O. BOX 314
FRANKLIN, TN 37065
615.305.1033

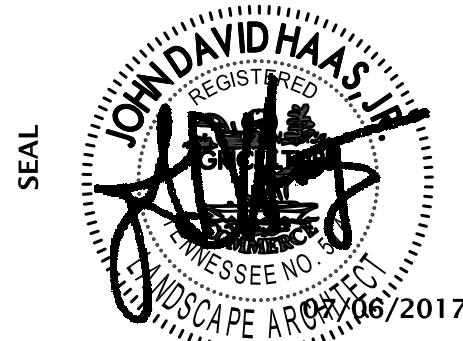
PREPARED BY:

EDGE
PLANNING LANDSCAPE ARCHITECTURE URBAN DESIGN
210 12th Ave. South, Suite 202
Nashville, Tennessee 37203
P 615-250-8154 F 615-250-8155

EI ENERGY LAND & INFRASTRUCTURE
1400 DONNELSON PIKE, SUITE 400 • NASHVILLE, TN 37217
OFFICE 615-383-6300 • WWW.ELL-LLC.COM
ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL
© 2004 ENERGY LAND & INFRASTRUCTURE, LLC. ALL RIGHTS RESERVED.



CONSULTANTS



PROJECT TITLE

BUSHNELL FARM
COF NO. 6470
FRANKLIN , TN

CLIENT

STREAM VALLEY
FRANKLIN, LLC
FRANKLIN, TN

PROJECT NO.	16168
Date	05/01/2017
Revisions	
	06/12/2017 REZONING
	07/06/2017 PER CITY COMMENTS

Sheet Title

REZONING PLAN

Sheet Number

R 1.00

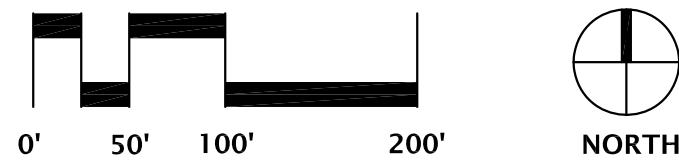


SUBDIVISION/DEVELOPMENT EXISTING ZONING	BUSHNELL FARMS MGA-1 (IN PROCESS OF ANNEXATION)
MAP & PARCEL NUMBER	MAP 117, PARCELS 17.05 & 17.06
ADDRESS PIKE	1495 LEWISBURG PIKE & 1521 LEWISBURG PIKE
PROPOSED ZONING	SD-R : 2.90 DU/Ac
CHARACTER AREA	GCCO
SPECIAL AREA	5
OTHER APPLICABLE OVERLAYS	N/A
DEVELOPMENT STANDARD	CONVENTIONAL
ACREAGE OF SITE	+/- 9.59 ACRES
EXISTING TREE CANOPY	+/- 0.60 ACRES (6% OF SITE)
MIN. AREA OF EXISTING TREE CANOPY TO PRESERVE	N/A
AREA OF PRESERVED TREE CANOPY	+/- 0.25 ACRES (41% OF EXISTING CANOPY)
PROPOSED USES:	ATTACHED RESIDENTIAL DETACHED RESIDENTIAL ACCESSORY DWELLING UNITS

DEVELOPMENT PLAN NOTES & STATEMENT OF IMPACTS:

- BOUNDARY INFORMATION PROVIDED BY E.L.I. TOPOGRAPHIC INFORMATION PROVIDED BY CITY OF FRANKLIN GIS DEPARTMENT.
- ALL REFUSE WILL BE COLLECTED BY THE CITY OF FRANKLIN.
- ADEQUATE TURNING MOVEMENTS SHALL BE PROVIDED FOR UTILITY AND SERVICE VEHICLES. ALL STREETS SHALL MEET THE CITY OF FRANKLIN TRANSPORTATION AND STREET TECHNICAL STANDARDS.
- INITIAL DISCUSSION WITH THE CITY OF FRANKLIN ENGINEERING INDICATES THERE IS ADEQUATE CAPACITY TO SERVE THE PROPOSED DEVELOPMENT WITH PUBLIC WATER AND SEWER SERVICES.
- ALL FACILITIES SHALL BE DESIGNED TO MEET ALL CITY OF FRANKLIN ORDINANCE.
- DEVELOPMENT STANDARDS WITHIN 500' OF THE SITE ARE CONVENTIONAL
- THE STREAM VALLEY DEVELOPMENT IS WITHIN 500' OF THE SITE
- WATER, SEWER & RECLAIMED WATER FACILITIES
 - EXISTING FACILITIES
 - SANITARY SEWER SYSTEM
 - UTILITY DISTRICT JURISDICTION: CITY OF FRANKLIN
 - UTILITY DISTRICT ADDITIONAL FLOW IS 20 SFUE.
1 SFUE = 350 GALLONS/UNIT/DAY
SFUE - SINGLE FAMILY UNIT EQUIVALENT
 - DOMESTIC WATER SUPPLY
 - UTILITY DISTRICT JURISDICTION: CITY OF FRANKLIN
 - DEMAND IN GALLONS PER DAY 20 x 350 GPD = 7,000 GPD
 - DEMAND IN GALLONS PER DAY PREVIOUS: 0 GPD
 - DRAINAGE:
NO IMPACTS, POST CONSTRUCTION FLOWS LEAVING SITE WILL NOT EXCEED PRE-DEVELOPMENT FLOWS.
 - RECLAIMED WATER
NO RECLAIMED WATER IS REQUIRED FOR USE WITH THIS DEVELOPMENT
 - NATURAL GAS SERVICE
 - UTILITY DISTRICT JURISDICTION: ATMOS ENERGY
 - ELECTRIC SERVICE
 - UTILITY DISTRICT JURISDICTION: MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION
- FROM THIS SITE, IT IS APPROXIMATELY 5 MILES TO FIRE STATION #5 ON NOAH DRIVE AND 6 MILES TO THE CITY POLICE DEPARTMENT LOCATED ON COLUMBIA AVENUE. THE NEAREST PARK AND RECREATIONAL FACILITIES ARE LOCATED APPROXIMATELY FIVE MILES AWAY ON COLUMBIA AVENUE AT WINSTEAD HILL PARK.
- THIS DEVELOPMENT WILL RESULT IN AN INCREASE OF 20 HOUSEHOLD UNITS. BASED ON AN AVERAGE OF 0.64 SCHOOL AGE STUDENTS PER SINGLE FAMILY HOUSEHOLD, THIS WILL INCREASE THE CURRENT STUDENT SCHOOL POPULATION BY A TOTAL OF +/- 13 STUDENTS WITHIN THE FOLLOWING CATEGORIES: PAGE HIGH SCHOOL, PAGE MIDDLE SCHOOL, AND OAK VIEW ELEMENTARY SCHOOL.

- ALL PARKING REQUIREMENTS SHALL BE MET WITH GARAGES AT EACH SINGLE-FAMILY DETACHED UNIT. BIG HOUSE UNITS SHALL USE GARAGE, STACKING AND/OR SURFACE SPACES.
- MINERAL RIGHTS ARE HELD BY TENNESSEE CONTRACTORS INC.
- NO MODIFICATION OF STANDARDS ARE BEING REQUESTED.
- ALL PARKING STANDARDS FOR RESIDENTIAL AND MULTIFAMILY USES SHALL MEET THE STANDARDS WITHIN SECTION 5.9, TABLE 5-9 OF THE CITY OF FRANKLIN ZONING ORDINANCE.
- THERE IS A HISTORIC BUILDING / PROPERTY WITHIN 500' OF THE PROPOSED DEVELOPMENT.
- THERE ARE NO STRUCTURES CURRENTLY ON THE SITE.



ENGINEERING PROVIDED BY:
MICHAEL RAY
ENERGY, LAND & INFRASTRUCTURE
1420 DONELSON PIKE, SUITE A-12
NASHVILLE, TN. 37217
(615) 383-6300
mray@fishernold.com

DEVELOPER:
TYLER RING
TENNESSEE CONTRACTORS INC.
390 MALLORY STATION RD
SUITE 106
FRANKLIN, TN. 37067
(615) 599-0784
tylerlring@comcast.net

APPLICANT:
JOHN HAAS
EDGE
210 12TH AVE. SOUTH
SUITE 202
NASHVILLE TN. 37203
(615) 250-8154
jhaas@edgela.com

ORDINANCE 2017-12

TO BE ENTITLED: "AN ORDINANCE TO AMEND CHAPTERS 2 AND 3 OF THE ZONING ORDINANCE OF THE CITY OF FRANKLIN, TENNESSEE, TO MODIFY THE HEIGHT OVERLAY DISTRICT (HTO) STANDARDS AND LOCATION."

WHEREAS, the I-65 corridor and interchange locations serve as high-activity, regional commerce centers that are major employment and revenue generators and valuable community resources; and

WHEREAS, the City of Franklin has an HTO District that allows buildings to exceed six (6) stories in height up to 12 stories; and

WHEREAS, the HTO District standards have facilitated a significant amount of investment into the community; and

WHEREAS, property owners must request a rezoning into the HTO District, resulting in a piecemeal approach to expanding the district; and

WHEREAS, the City's long range plan, *Envision Franklin*, recommends higher-intensity uses located closer to I-65 and major thoroughfares, with less-intensive uses transitioning to established residential areas; and

WHEREAS, the City of Franklin will establish the HTO District in locations set forth by *Envision Franklin* and provide Franklin Municipal Planning Commission review of site plans; and

WHEREAS, new development within the HTO District must also meet the zoning standards and building codes adopted by the City of Franklin; and

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

SECTION I. That Chapter 2, Section 2.4, Subsection 2.4.3 of the Franklin Zoning Ordinance is hereby amended to add the following text noted in **bold**, and is approved to read as follows:

(2) Applicability

- c.) Site Plans shall be submitted to the FMPC approval instead of administrative review by staff, if the development application:
 - (i) Includes incompatible use buffers per Table 5-6: Buffer Class Application In Conventional Areas; however, detached residential uses developing adjacent to detached residential uses shall be reviewed administratively.
 - (ii) The applicant chooses to appeal a staff decision or recommendation related to the administrative review of a Site Plan;

- (iii) Is proposed for a telecommunication tower not administratively approved per Subsection 3.2.9(3); or
- (iv) Uses the TOD development standards of Subsection 5.3.10.
- (v) **Contains a new structure exceeding six stories or 75 feet.**

SECTION II. That Chapter 3, Section 3.4, Subsection 3.4.6 of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**, and is approved to read as follows:

3.4.6 HTO—Height Overlay District

(1) Purpose

The purpose of the Height Overlay District, hereinafter referred to as the “HTO District”, is to allow for buildings with building heights that exceed 75 feet in specific areas, such as along the Interstate-65 corridor, where such heights create a unique development form but allow for special review to ensure proper fire protection for tall buildings where there may be a high concentration of residents or employees. ~~The HTO shall be limited to the following character area overlay districts.~~

- ~~(a) MECO-4;~~
- ~~(b) MECO-5;~~
- ~~(c) MECO-9;~~
- ~~(d) GCCO-3;~~
- ~~(e) GCCO-4a;~~
- ~~(f) GCCO-4b;~~
- ~~(g) GCCO-4c; and~~
- ~~(h) GCCO-4d.~~

(2) **Special Standards for High-Rise Buildings**

The provisions of this subsection shall apply to buildings that exceed ~~in excess of six stories~~ or 75 feet in height. ~~or buildings having occupied floors located more than 75 feet above the lowest level of fire department vehicle access.~~ These buildings shall:

- (a) Comply with International Building Code; and
- (b) Not exceed 12 stories in height.
- (c) **Include a Viewshed Analysis upon Development Plan submittal (if applicable) and Site Plan submittal that includes three-dimensional imagery of the project and the surrounding parcels to better understand how the building will impact the nearby built and natural environment.**

SECTION III. The following described property shall be, and is hereby, rezoned into the HTO District, and that the attached location map shall serve the purpose of further delineating the boundaries as described by this Ordinance:

PREMISES CONSIDERED

Map-Parcel	Legal Acres
053---11700	43.35
053---11703	11.76
053---11704	9.23
053---11801	25.18
053---11802	7.15
053---11803	0.92
053---12600	0
053---12601	1.33
053---12602	0
053---12603	1.01
053---12604	1.75
053---13000	2.38
053---13002	1.05
053---13100	0
053---13101	5.07
053---13103	2.22
053---13200	3.32
053---13202	1.73
053---13203	3.23
053---13204	1.66
053---13205	1.75
053---13206	1.8
053---13207	2.7
053---13900	12.09
062---00600	0
062---00601	0
062---00603	0
062---00619	0
062---00620	1.39
062---00621	0.03
062---00701	1.54
062---00702	0.96
062---00703	1.23
062---00711	1.59
062---00712	2.14
062---00713	2.97
062---00715	0
062---00903	0
062---01401	0
062---01802	22.04
062---01903	5.15
062---01904	2.36
062---01905	4.16

062---02100	17.88
062---02102	8.42
062---02103	33.21
062---02105	10.08
062---02108	1.69
062---02114	3.61
062---02115	1.67
062---02116	11.26
062---02117	4.02
062---02118	0.45
062---02119	1.83
062---02120	1.26
079---03606	0
079---03900	1
079---03901	3.65
079---04801	37.63
106---17200	5.1
106---17300	4.6
106---17500	7.59
106---17501	3.82
106---17502	4.94
106---17601	4.51
106---17602	0
106---17700	5.9
106---17801	2.04
106O-A00100	1.24
106O-A00200	1.03
106O-A00300	0.95
106O-A00400	0.91
106O-A00500	1.07
106O-A00600	2.99
106O-A00700	0
117---02000	140.95
117---02200	5
117---02201	2.13
117---02202	2.27
117---02400	13.11
117---02500	5.15
117---02600	4.9
117---02700	0
117---02701	0
117---03000	0
117---03001	0
Total	544.1

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____

Eric S. Stuckey

City Administrator

BY: _____

Dr. Ken Moore

Mayor

Approved as to Form:

Shauna R. Billingsley, City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

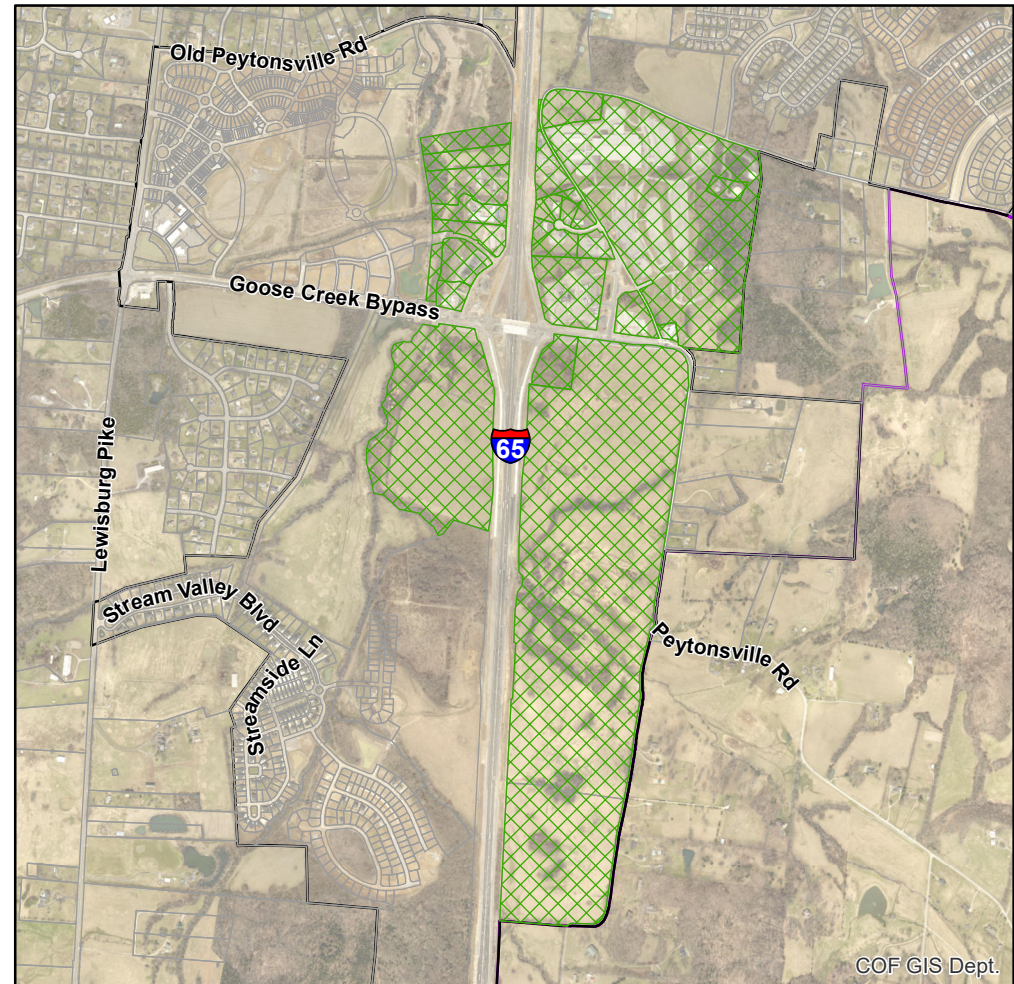
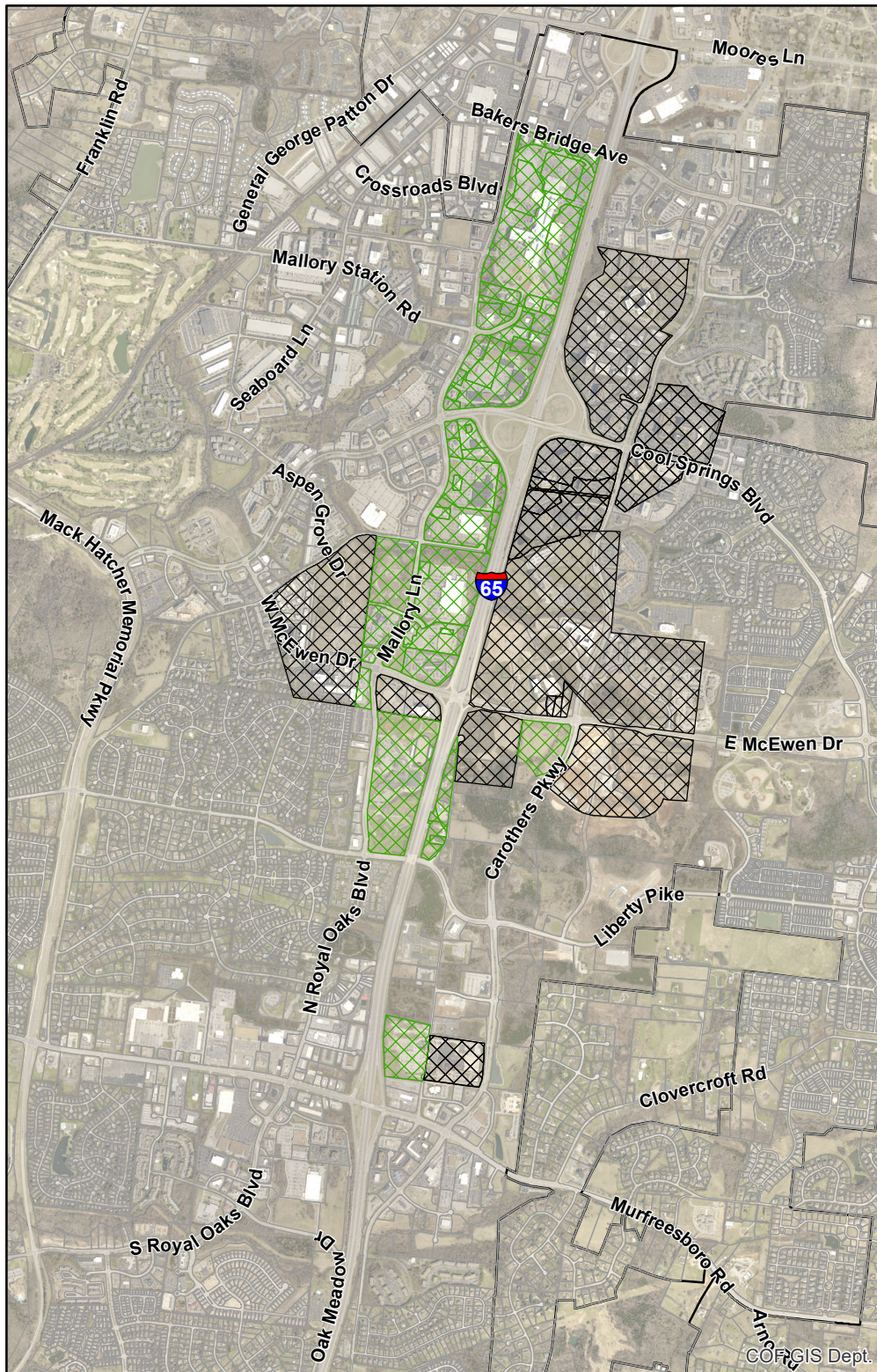
Proposed Height Overlay

Date: 4/17/2017



This map was created by the City of Franklin's MIT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2016. All Rights Reserved.

-  Proposed Height Overlay District
-  Existing Height Overlay District
-  Parcels
-  City Limits



HEIGHT OVERLAY STUDY



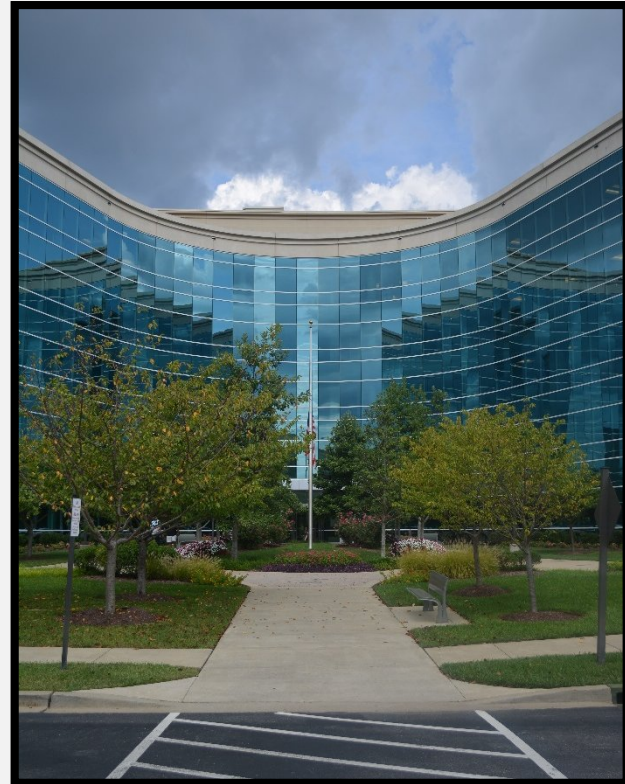
Overview and Recommended Changes
5/25/2017

HEIGHT OVERLAY DISTRICT (HTO)

- Requested by the property owner via a rezoning
 - Zoning Overlay that allows up to 12 stories;
 - Without HTO, building maximum is 6 stories
 - All zoning requirements must be met
 - Envision Franklin provides guidance

PURPOSE OF HTO STUDY

- Pro-active planning
- Preempt fragmented HTO requests
- Economic Development
- Simplify the review process



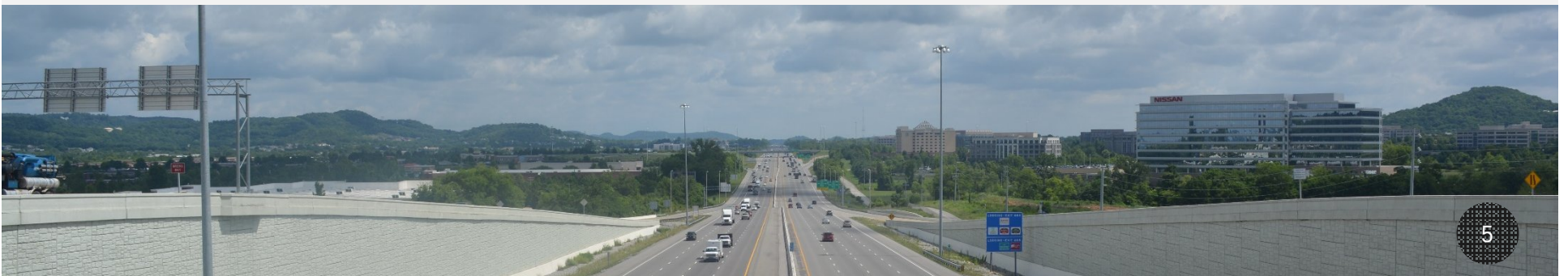
PUBLIC OUTREACH

- June 25, 2015 FMPC Meeting
- January 13, 2016 Special Worksession with FMPC/BOMA
- April 29, 2016 Mobile Workshop
- June 27, 2016 Public Meeting
- July-January Envision Franklin Outreach
- January 26, 2017 Adoption of Envision Franklin
- March 23, 2017 Joint Conceptual Workshop

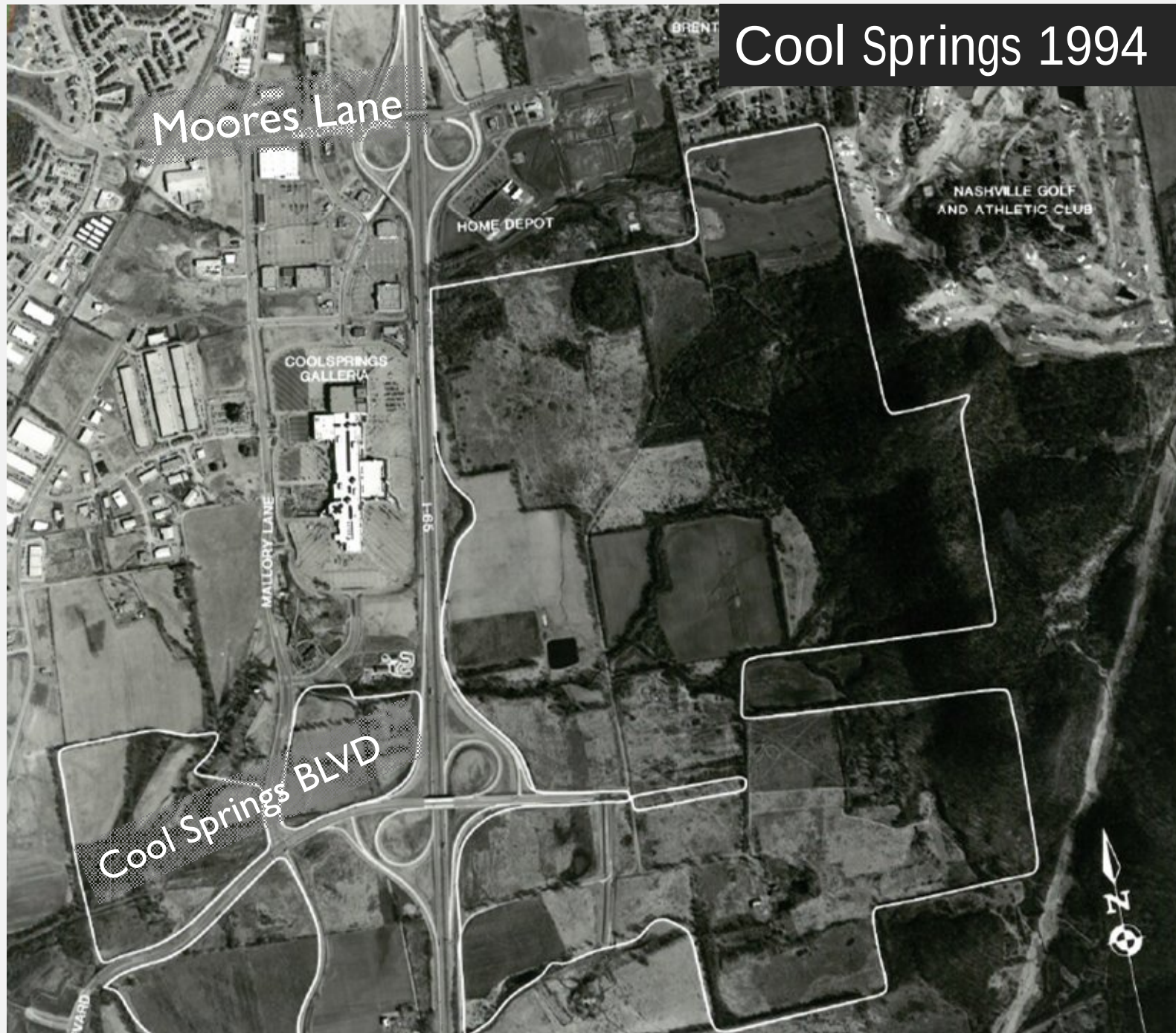


URBAN PLANNING PRINCIPLES

- Encourage tallest buildings closest to I-65
- Transition down in height away from I-65
- Preserve scenic beauty of hilltops/hillcrests
 - Take advantage of I-65 corridor



Cool Springs 1994

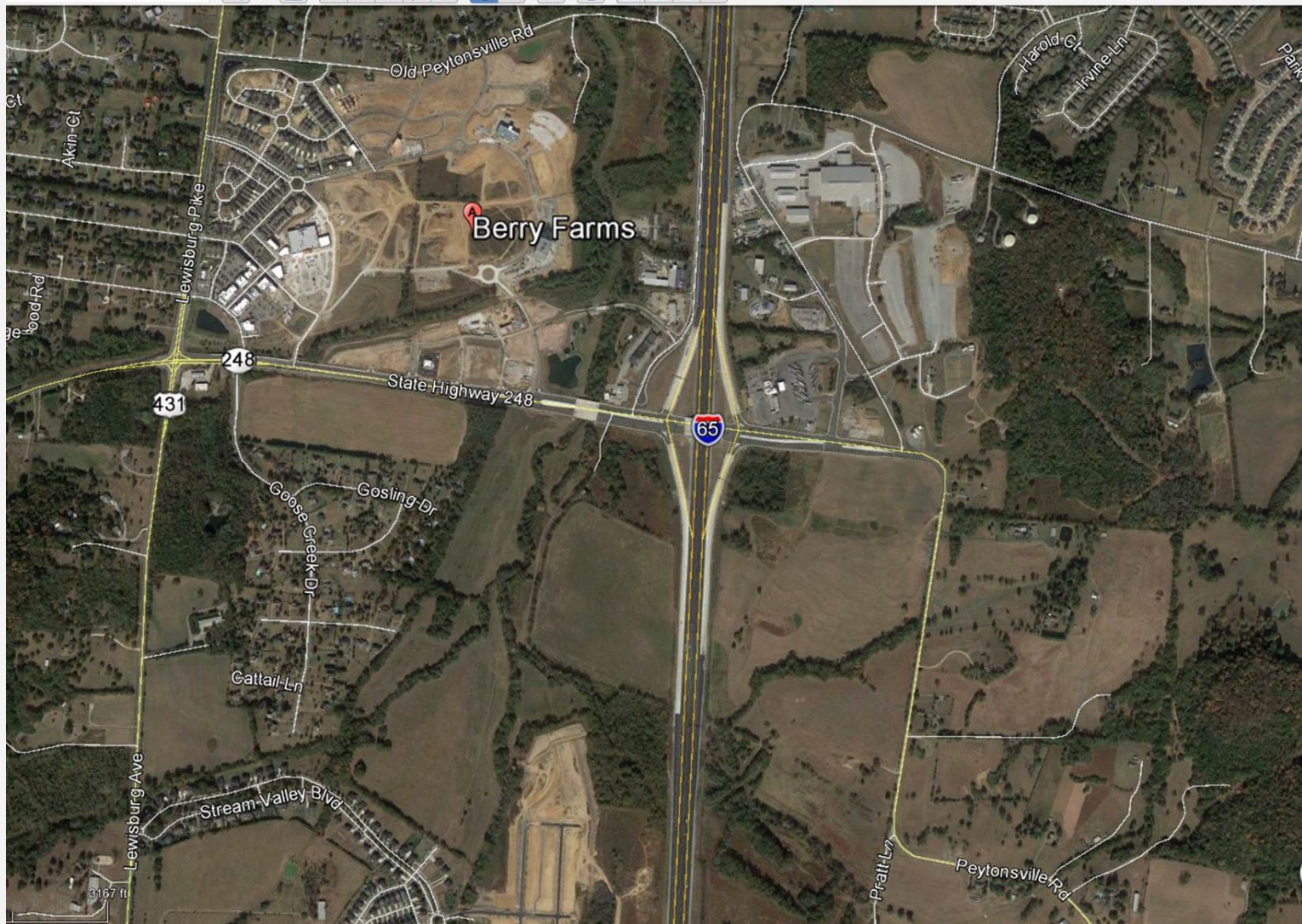


MARRIOTT HOTEL & CONFERENCE CENTER

Cool Springs
Circa 2000

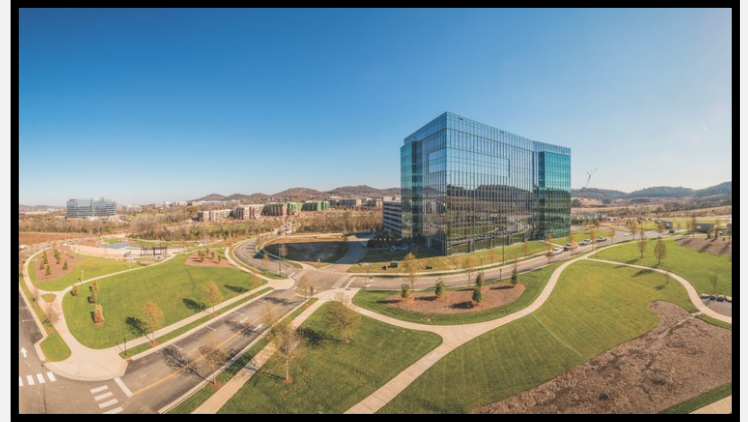


GOOSE CREEK



WHY CHANGE HTO STANDARDS?

- Efficient use of valuable land
- Promote Economic Development
- High demand for office space
- Consistent urban form
- Support redevelopment/infill efforts
- Saves time for staff and applicant
- Proactive Planning



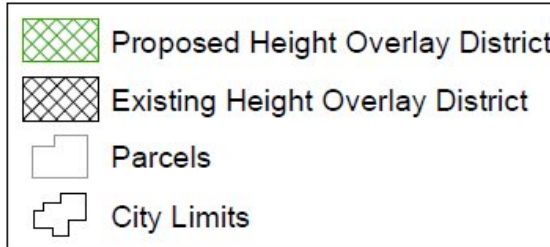
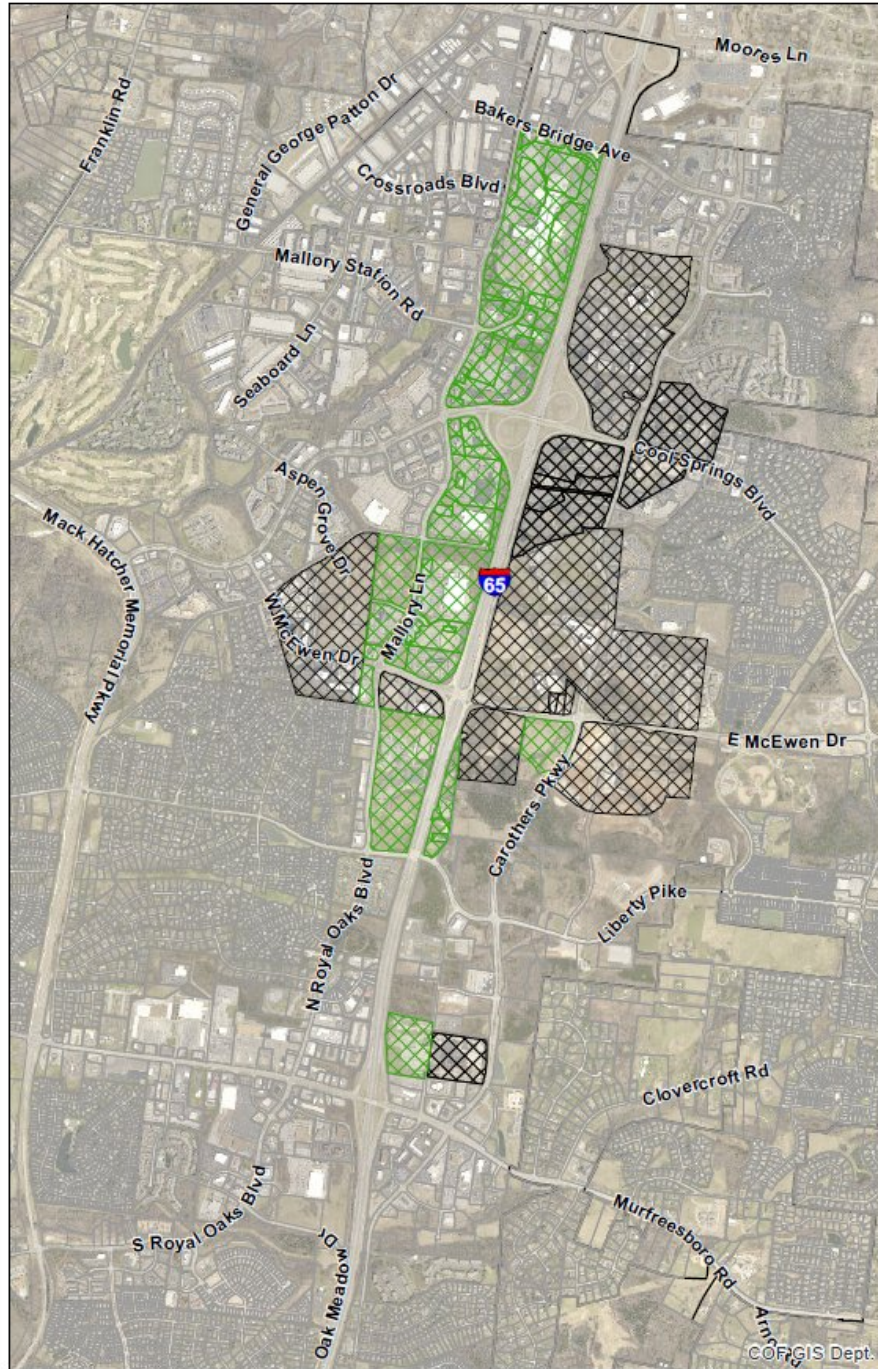
RECOMMENDATIONS:

Extend the HTO along I-65 to create better uniformity, predictability, and efficiency.

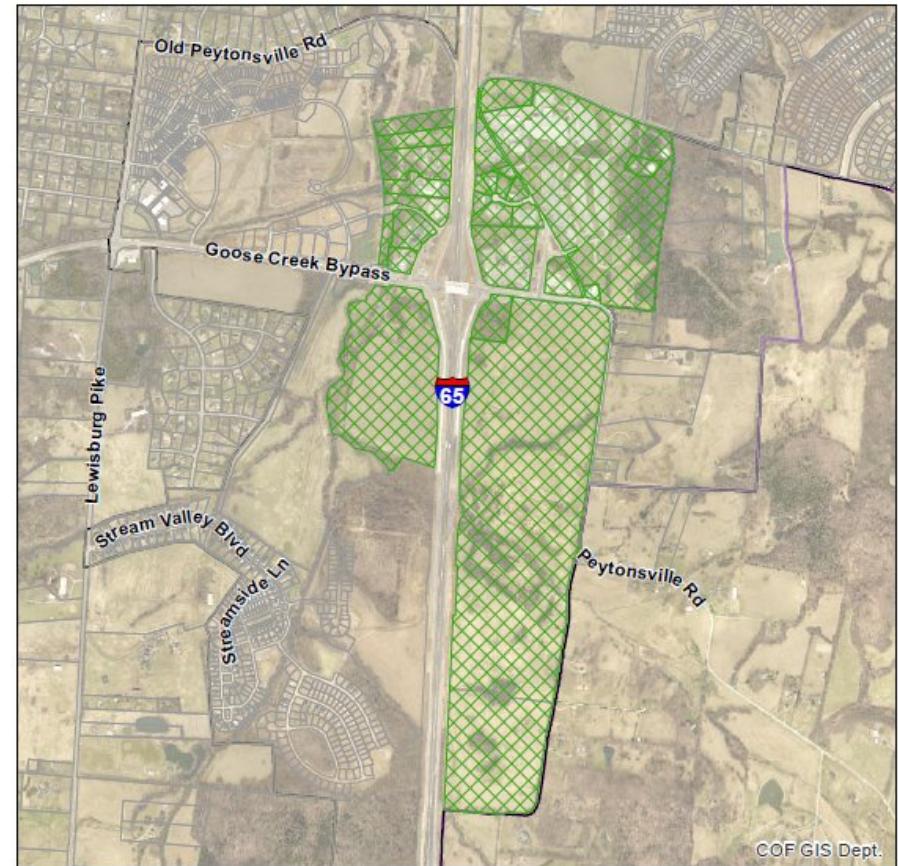


Proposed Height Overlay

Date: 3/1/2017



This map was created by the City of Franklin MIT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2016. All Rights Reserved.



RECOMMENDATIONS:

Require new buildings exceeding six stories to undergo FMPC Review.



PUBLIC
NOTICE



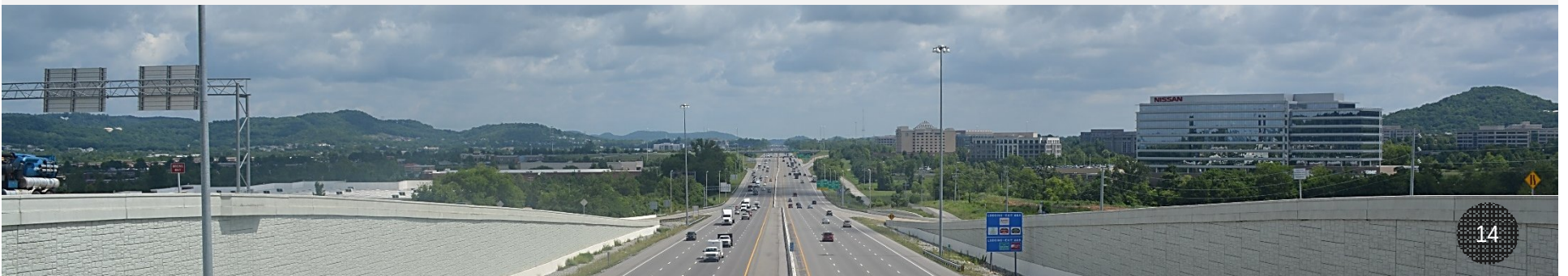
RECOMMENDATIONS:

Require new buildings exceeding six stories to submit a viewshed analysis as part of the submittal with three-dimensional (3-D) imagery of the project.



CONCLUSION

- Long-term vision and buildout of I-65
- Foster a variety of building types and heights
- Submittal includes a Viewshed Analysis & 3-D
 - Ensure FMPC Review



May 19, 2017

VIA ELECTRONIC MAIL: emily.hunter@franklintn.gov; andrew.orr@franklintn.gov

Ms. Emily Hunter & Mr. Andrew Orr
Franklin Planning Department
109 3rd Ave S #120
Franklin, Tennessee 37064

**RE: ORDINANCE #2017-12
REQUEST FOR INCORPORATION
PARCELS LYING BETWEEN FRAZIER DRIVE AND MALLORY LANE
COOL SPRINGS, FRANKLIN, TENNESSEE**

Dear Emily & Andrew:

Ragan-Smith, on behalf of our client David Crabtree of Brookside Properties, would like to formally request incorporation of the subject parcels into Ordinance 2017-12. These parcels lie between Frazier Drive and Mallory Lane, totaling approximately 52 acres. (See attached exhibit.)

As we have assessed Envision Franklin and its encouragement to promote mixed-use developments along the I-65 corridor, we feel our properties, as reflected in the attached exhibit, should be made part of the area that allows a height of 12-stories for future buildings. This 52 acre area is bisected by a major arterial (Cool Springs Boulevard) and lies approximately ½ mile west of the I-65 interchange. Additionally, the Spencer Creek Greenway connects immediately west of this property with its future extension along our northern border. We feel the logistical location of this site makes it a perfect candidate for future regional commercial / mixed-use developments. The ability to go to a 12-story height provides design flexibility to maximize its potential to develop a successful and sustainable community.

We applaud Envision Franklin's effort and foresight on this matter, and would greatly appreciate the opportunity to be included in this 12-story height area in order to assist with its success.

We would like to be heard at the May 25, 2017 Franklin Municipal Planning Commission, as part of Ordinance 2017-12.

Thank you for your consideration. Should you have any questions or require any additional information, please call.

Sincerely,

RAGAN-SMITH ASSOCIATES, INC.



Alan Thompson, RLA, APA, LEED AP
Vice President

JAT:cmm

Attachment

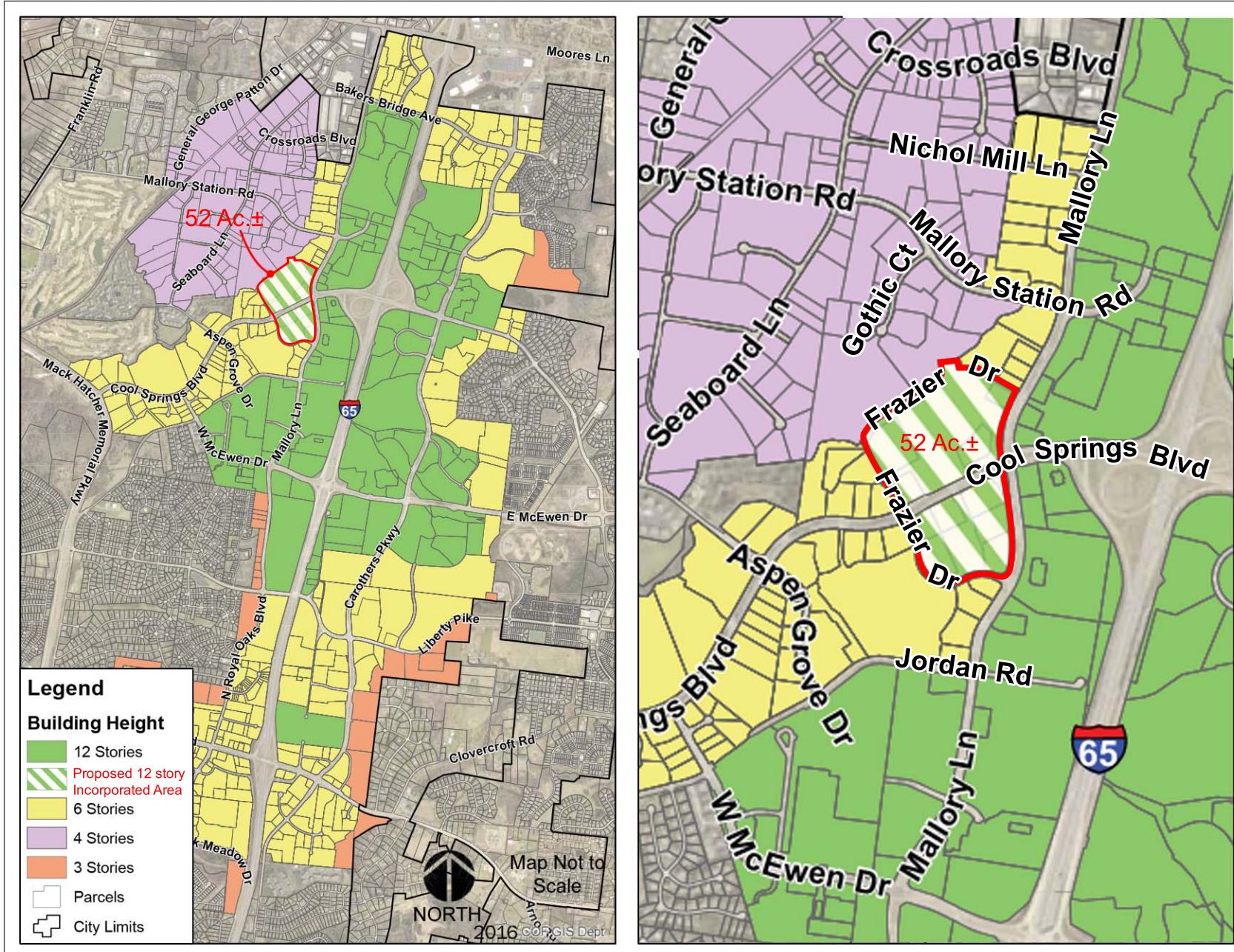
c: David Crabtree

APPENDIX G

INTERSTATE CORRIDOR BUILDING HEIGHTS

FIGURE G.1: INTERSTATE CORRIDOR BUILDING HEIGHT MAP

PROPOSED 12 STORY INCORPORATED AREA

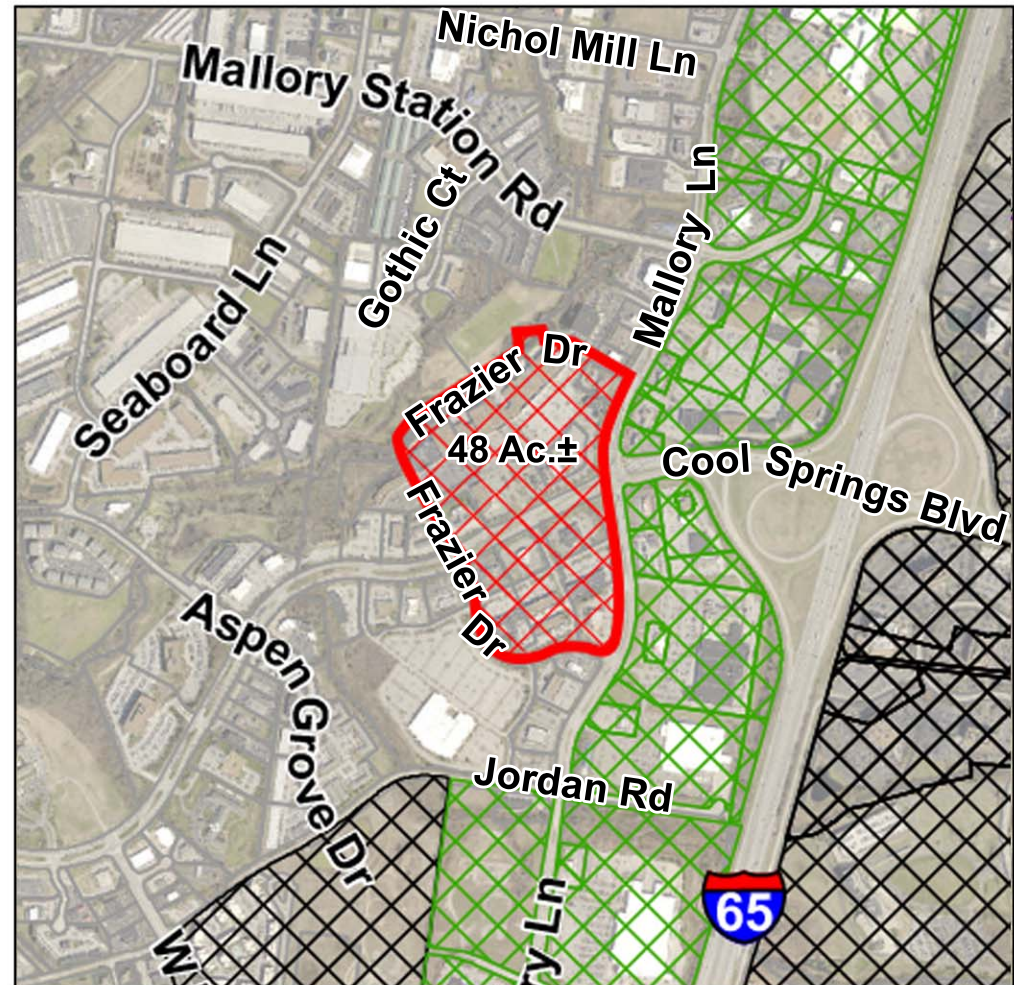
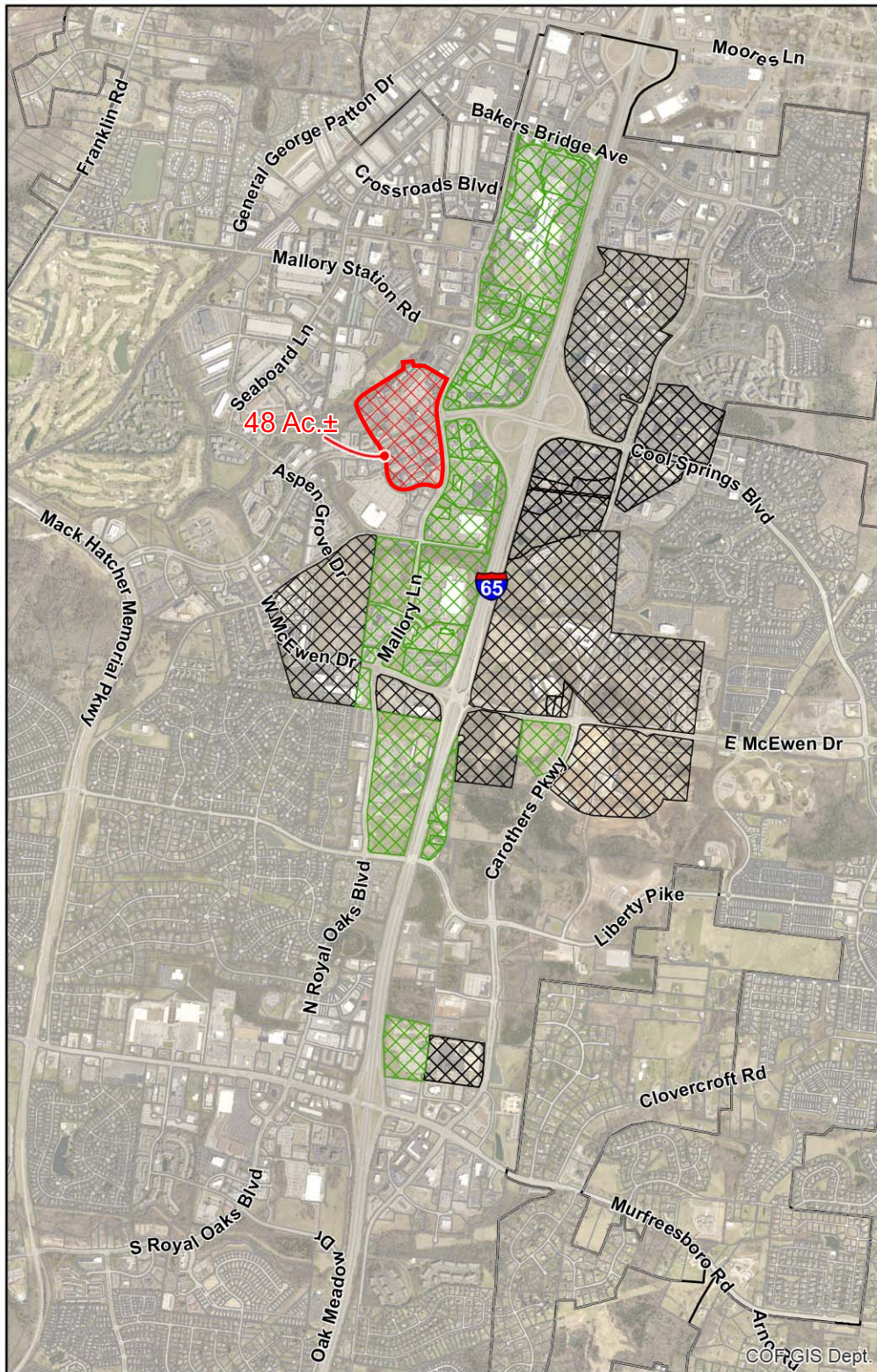


Proposed Height Overlay

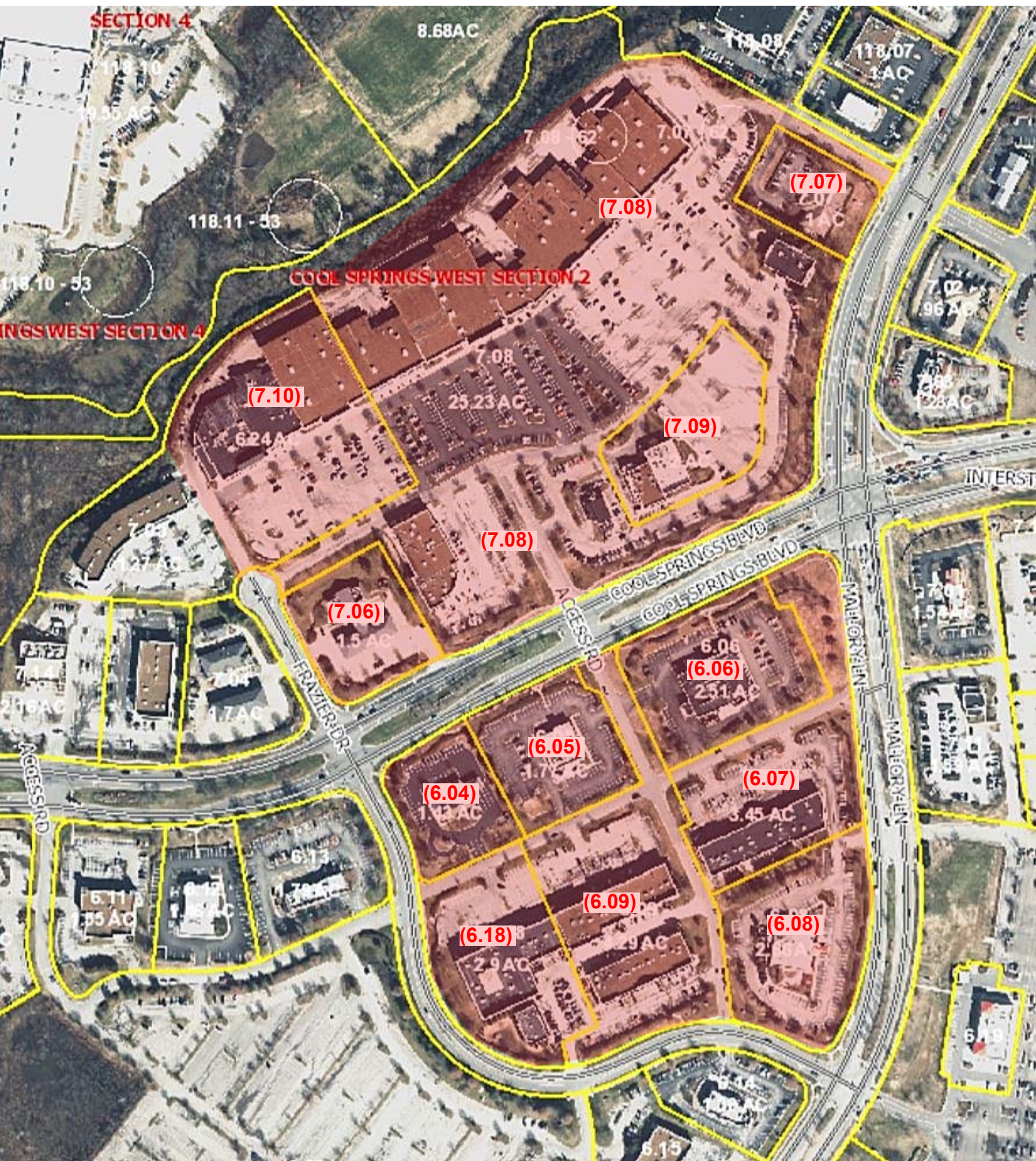
Date: 4/17/2017

PROPOSED 12 STORY INCORPORATED AREA

-  Proposed 12 story Incorporated Area
-  Proposed Height Overlay District
-  Existing Height Overlay District
-  Parcels
-  City Limits



Williamson County Property Map 62



Premises requested to be added to HTO

Map-Parcel	Acreage
062---00604	1.43
062---00605	1.77
062---00606	2.51
062---00607	3.45
062---00608	2.66
062---00609	4.29
062---00618	2.90
062---00706	1.50
062---00707	1.00
062---00708	*20.00
062---00709	2.00
062---00710	*4.45
* denotes portion of parcel	
Approximate total acreage = 47.96 ac.	

ORDINANCE 2017-29

TO BE ENTITLED: “AN ORDINANCE TO CREATE TITLE 2, CHAPTER 6 OF THE CITY OF FRANKLIN MUNICIPAL CODE RELATING TO THE CREATION OF THE FRANKLIN PUBLIC ART COMMISSION”

WHEREAS, the City of Franklin supports successful collaborations between the arts community, business interests, service groups, schools, art patrons and artists for optimum utilization of artistic resources and talents; and

WHEREAS, the City of Franklin wishes to promote awareness of the arts as vital to our cultural heritage, diversity, and our contemporary lives; and

WHEREAS, the City of Franklin strives to provide for all its citizens access to the region’s best arts; and

WHEREAS, the City of Franklin wishes to create long range plans for the expansion of art within the town and the opportunity for our residents to experience art in public places.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 2, Chapter 6 of the Franklin Municipal Code is hereby created and approved to read as follows:

TITLE 2

CHAPTER 6. Franklin Public Arts Commission

- Sec. 2-601. Franklin Public Arts Commission
- Sec. 2-602. Powers and Duties.
- Sec. 2-603. Membership.
- Sec. 2-604. Appointment and Term of Office.
- Sec. 2-605. Officers, Meetings and Rules of Procedure.
- Sec. 2-606. Compensation.
- Sec. 2-607. Staff Support, Committees, and Technical Assistance.

2-601. Franklin Public Arts Commission.

The City of Franklin Public Arts Commission (FPAC) is hereby established to provide guidance and oversight for art projects which are for public display, outdoors in the City of Franklin. The Commission is also responsible for developing policies, procedures and regulations necessary to carry out the program. The Commission shall review and make recommendations concerning all aspects of public art, including policy, projects, acquisition, siting, maintenance, adoption, deaccessioning, education and outreach.

2-602. Powers and Duties. The commission shall:

- (1) adopt bylaws for the Commission;
- (2) initiate, sponsor or conduct, alone or in cooperation with other public or private agencies, public programs to further public awareness of, and interest in, the fine and performing arts, and cultural heritage of the City;

- (3) encourage donations and grants to the City for civic arts purposes, to advise the City Board of Mayor and Aldermen regarding the receipt of such donations and grants by the City;
- (4) advise the City concerning the receipt of or purchase of works of art to be placed on public property;
- (5) advise and assist the City in connection with such other artistic and heritage activities as may be referred to it by the City;
- (6) recommend the acceptance or rejection of works of art created for the City or offered as gifts, whether temporary or permanent;
- (7) establish Public Arts Commission Guidelines to assist in the evaluation of public art proposals and the preparation of recommendations to the Board of Mayor and Aldermen for its consideration;
- (8) assist in facilitating public outreach and education about selected artists and Public Art;
- (9) oversight of Public Art projects and proposals;
- (10) promote open forums to maintain open dialogue with the community;
- (11) make recommendations to BOMA for the approval and acceptance of works of art selected for public and private art projects;
- (12) include arts and peer professionals (art historians, curators, artists, arts administrators, critics, architects, designers, landscape architects and other individuals with a professional understanding of and experience with the visual arts) in decisions related to all aspects of public art planning and design;
- (13) make recommendations to and coordinate with the City regarding press announcements about the progress of the project and the artist commissioned for the work.

2-603. Membership. The Commission shall consist of nine (9) members all of whom are citizens of Williamson County and/or own and operate a business in the City of Franklin, nominated by the Mayor and appointed by the Board of Mayor and Aldermen. To the extent possible, members of the commission shall have experience and education attainment in an art-related discipline. One of the nine members shall be an Alderman who will represent the Board of Mayor and Aldermen.

2-604. Appointment and Term of Office. Members are appointed to a three-year term (initially staggered one, two and three years) and can be reappointed for two additional consecutive three-year terms with each member serving no more than nine consecutive years. Terms for the BOMA member serving on the FPAC will correspond to their terms/appointments. Each year, the Commission shall elect a chair and vice chair from its membership who will serve one year terms.

Appointees who fill an unexpired term shall hold office for the remainder of said unexpired term.

2-605. Officers, Meetings and Rules of Procedure. The officers of the commission shall be a chair and vice-chair, elected by majority vote of the commission. The chair shall preside at meetings of the commission and shall have the right to vote. The vice-chair shall, in case of absence or disability of the chair, perform the duties of the chair. Officers shall serve for terms of one (1) year or until

their successors are regularly elected and take office. The commission shall hold meetings at such times, as it deems necessary, and shall meet upon the call of the chair. The commission shall meet not less than four (4) times each calendar year. Five (5) members of the commission shall constitute a quorum. The concurring vote of a majority of member's present shall be required for approval or disapproval of any motion or other action of the commission. All meetings shall be open to the public.

2-606. Compensation. Members of the Franklin Public Arts Commission shall serve without compensation.

2-607. Staff Support, Committees, and Technical Assistance. The City's Public Outreach Specialist, or his/her designee, shall serve as staff liaison to the Franklin Public Arts Commission.

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 public health, safety and welfare requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
ERIC S. STUCKEY
City Recorder/Administrator

BY: _____
Dr. Ken Moore
Mayor

Approved as to Form:

Shauna R. Billingsley, City Attorney

PASSED FIRST READING: _____

PASSED SECOND READING: _____

City of Franklin Public Art Program Guidelines

I. Mission and Purpose

The City of Franklin's Public Art Program seeks to use art to enhance the quality of life for our citizens and visitors by encouraging a heightened sense of place, increasing our community's visual quality of Franklin's built environment. The Franklin Public Art Program promotes a public initiative of outreach and education while working to preserve the city's rich cultural heritage and emerging urban form. The program is committed to creating community through public art and builds upon community support to conserve, preserve, and make available public art to citizens and visitors. The Franklin Public Art Program aims to enrich the community through the integration of the vision and work of artists into planning, design, and construction of public spaces.

The purpose of the Public Art Program is to:

- 1) Interweave art with the urban fabric;
- 2) Create a unique image and sense of place;
- 3) Encourage positive civic discourse;
- 4) Celebrate historic events and persons;
- 5) Inspire, educate, beautify and give character to public places;
- 6) Provide opportunities to facilitate the community values of inclusion, civic pride, cultural diversity, and appreciation of the creative spirit;
- 7) Enhance the visibility and stature of Franklin in local, regional, national, and international arenas; and
- 8) Foster collective memory and give meaning to place by recalling local and regional history.

II. Definitions

Appraisal – a certified estimation of the value of an item.

Art – the expression or application of human creative skill and imagination, typically in various types and disciplines, such as but not limited to paintings, sculptures, photographs, etc., that are created to be appreciated primarily for their meaning, experience, beauty, and/or emotional power.

- *Bas-relief* – a type of sculpture, carving, or molding in which shapes are carved so that they are only slightly higher than the flat background.
- *Fresco* – the type of art or technique of painting on a moist, plaster surface with colors ground up in water or a limewater mixture; a picture or design so painted.
- *Kinetic (sculptures)* – the type of art, as sculptural constructions, having movable parts activated by motor, wind, hand pressure, or other direct means and often having additional variable elements, for example shifting lights.

- *Masonry* – artwork created using stone, brick, or concrete.
- *Mosaic* – the type of art of creating images with an assemblage of small pieces of colored glass, stone, or other materials; a technique of decorative art or interior decoration; a picture or design created in this manner.
- *Painting* – the process or creation of artwork using paint.
- *Sculpture* – the art of making two or three-dimensional representative or abstract forms, especially by carving stone or wood or by casting metal or plaster.
- *Topiary* - the type of art involving training, cutting, and trimming trees and/or shrubbery into ornamental shapes.

Artwork in Public View – art located on the exterior of public or non-residentially zoned private property able to be viewed/observed from public property.

Civic Discourse – engagement in conversation intended to enhance understanding.

Design Work – a plan or drawing produced to show the look and function of workings of artwork before it is created and installed.

Limited Edition – an edition limited to a small number of copies.

Nonresidential property – includes property used for apartments, civic, commercial, office, industrial, and institutional uses, but excludes places of worship.

Private Property – includes property used for single family detached dwellings, duplexes, and townhouses, but excludes apartments.

Public Art on Private Property – artwork in any media that has been planned and executed with the intention of being staged on private, non-residential property for viewing by those on the physical public domain located beyond the exterior walls of a building or structure.

Public Art – art in any media that has been planned and executed with the intention of being staged in the physical public domain, usually outside and accessible to all.

Public Property – legal designation for the ownership of property by a state entity

Residential property – detached single family, duplexes, townhomes...

Signage – graphic designs as symbols, emblems or works used for identification or as a means of giving directions or warning.

Site Plan – an architectural plan that demonstrates the proposed alterations (layout, scale, appearance) to a given lot and/or structure.

Sociocultural – of, relating to, or signifying the combination or interaction of social and cultural elements.

Urban Fabric – the physical aspect of urbanism, emphasizing building types, thoroughfares, open space, frontages, and streetscapes.

Water Feature – an ornamental structure for discharging such a jet or several jets, often an elaborate or artistic work with basins, sculptures, etc.

III. Eligible and Ineligible Artworks

Public Art in Franklin can be attained by the City through a variety of methods. All artwork accessioned into the public art collection is subject to criteria set forth in this policy. All decisions regarding the accessioning of artwork are recommended by the Franklin Public Art Commission (FPAC), and once approved by BOMA, are considered final.

CRITERIA:

- 1) Artwork must be consistent with the Franklin Public Art Program Purpose and Mission.
- 2) Artwork should be of exceptional quality and enduring value as judged by the FPAC.
- 3) Strong preference is given to artwork that is unique or of a limited edition.
- 4) Permanently sited artwork shall relate to the architectural, historical, geographical, and/or sociocultural context of the site.
- 5) Funding and documentation for the installation, future maintenance, and decommissioning shall be included in an application and FPAC recommendation.
- 6) As applicable, the artwork shall meet City structural, building, right-of-way, electrical, and other codes for safety.
- 7) As applicable, the artwork shall be accessible to all people and meet Federal Americans with Disabilities Act requirements.
- 8) Artwork must be durable for outdoors and in good condition.
- 9) Existing artwork shall have provenance information establishing clear title.

A. Eligible Artworks:

All artworks commissioned or acquired under the Franklin Public Art Program shall be designed, or the process facilitated by, artist(s). Such artworks may include, but are not limited to:

- 1) Design work provided by the artists, including:
 - i. Artwork mounted or painted on exterior surfaces, fixtures and functional elements.
 - ii. Outdoor space design elements in areas such as plazas, public parks, arcades, and pedestrian passageways.
 - iii. Artistic design of roadways, bridges, parkways, pedestrian or bicycle pathways, transit system improvements, water and watershed facilities, solid waste transfer stations and sites with historic, archeological, and unique geological features.

- 2) Forms of visual art such as, but not limited to:
 - i. Sculptures, including bas-relief (cast), mobile, fountain, environmental, kinetic and electronic, in any material or combination of materials.
 - ii. All paintings, including murals and frescoes on portable and/or permanent structures.
 - iii. Art forms in clay, fiber and textile woods, metal, plastics, glass mosaics and other material; any combination or forms of media.

B. Ineligible Artworks:

- 1) “Art objects” which are mass-produced of standard design such as playground equipment, fountains, or statuary objects, unless incorporated into the artwork by a project artist.
- 2) Directional elements such as graphics, signage unless where these elements are integral parts of the original work of art or Public Art project.
- 3) Reproductions, by mechanical or other means, of original works of art, unless in cases where such reproduction is inherent in the art-making process, such as films, video, photography, printmaking, computer imagery or other media arts.
- 4) Decorative, ornamental or functional elements or architecture except where these elements are designed by the artist and/or are an integral part of the artwork by the artist or are the results of collaboration among design professionals, including at least one artist.
- 5) Services or utilities necessary to operate or maintain the artwork in perpetuity.
- 6) For residential property, artwork is excluded.
- 7) Artwork painted on unpainted masonry that is part of a historically designated building or structure.
- 9) Artwork that is considered distasteful not suitable for public viewing as determined by the FPAC.

IV. City of Franklin Public Arts Commission

The City of Franklin Public Arts Commission (FPAC) is established to provide guidance and oversight for art projects which are for public display, outdoors in the City of Franklin. The Commission is also responsible for developing policies, procedures and regulations necessary to carry out the program. The Commission shall review and make recommendations concerning all aspects of public art, including policy, projects, acquisition, siting, maintenance, adoption, deaccessioning, education and outreach.

The Commission shall consist of nine (9) members all of whom are citizens of Williamson County and/or own and operate a business in the City of Franklin, nominated by the Mayor and appointed by the Board of Mayor and Aldermen. One of the nine (9) members shall be an alderman representing the Board of Mayor of Aldermen. To the extent possible, members of the commission shall have significant experience and education attainment in an art-related discipline.

Members are appointed to a three-year term (initially staggered one, two and three years) and can be reappointed for two additional consecutive three-year terms with each member serving no more than nine consecutive years. Terms for the BOMA members serving on the FPAC will correspond to their terms/appointments. Each year, the Commission shall elect a chair and vice chair from its membership who will serve one year terms. The commission has the power and duty to:

- 1) adopt bylaws for the Commission;
- 2) initiate, sponsor or conduct, alone or in cooperation with other public or private agencies, public programs to further public awareness of, and interest in, the fine and performing arts, and cultural heritage of the City;
- 3) encourage donations and grants to the City for civic arts purposes, to advise the City Board of Mayor and Aldermen regarding the receipt of such donations and grants by the City;
- 4) advise the City concerning the receipt of or purchase of works of art to be placed on public property;
- 5) advise and assist the City in connection with such other artistic and heritage activities as may be referred to it by the City;
- 6) recommend the acceptance or rejection of works of art created for the City or offered as gifts, whether temporary or permanent;
- 7) assist in facilitating public outreach and education about selected artists and Public Art;
- 8) oversight of Public Art projects and proposals;
- 9) promote open forums to maintain open dialogue with the community;
- 10) make recommendations to BOMA for the approval and acceptance of works of art selected for public and private art projects;
- 11) include arts and peer professionals (art historians, curators, artists, arts administrators, critics, architects, designers, landscape architects and other individuals with a professional understanding of and experience with the visual arts) in decisions related to all aspects of public art planning and design; and
- 12) make recommendations to and coordinate with the City regarding press announcements about the progress of the project and the artist commissioned for the work.

V. Approval for Placement of Artwork on Private Property (Non-Residential)

A. Submittal of a Proposal.

An application for placement of Public Art on Private Property shall be submitted to the Franklin Public Arts Commission Coordinator and shall include the following:

- 1) Preliminary sketches, photographs or other documentation of sufficient descriptive clarity to indicate the nature of the proposed art, including an accurate description of the colors, size, and materials to be used.
- 2) An appraisal or other evidence of the value of the proposed artwork, including acquisition

and installation costs.

- 3) A site plan clearly showing the location of the art and its relation to pedestrian paths of travel on the site and in the vicinity, including adjacent rights-of-way.
- 4) An elevation or perspective rendering showing the streetscape view of the art, including the street elevations of adjacent properties.
- 5) A narrative statement to demonstrate that the art will be displayed in an area open and freely available to the general public, when applicable or that public accessibility will be provided in an equivalent manner based on the characteristics of the artwork or its placement on the site.
- 6) An agreement which requires the property owner, successor in interest, and assigns to:
 - i. Maintain the art in good condition as required by the City's Guidelines for Public Art.
 - ii. Indemnify, defend and hold the City and related parties harmless from any and all claims or liabilities from the public art, in a form acceptable to the City Attorney.
 - iii. Maintain liability insurance, including coverage and limits as may be specified by the City's Risk Manager.

B. Evaluation of a Proposal

- 1) The Franklin Public Arts Commission Coordinator shall schedule a meeting of the Franklin Public Arts Commission to review the public art applications using the adopted Guidelines.
- 2) The Franklin Public Arts Commission shall forward application(s) and their recommendations within the Historic Preservation Overlay to the Historic Zoning Commission. Application(s) and Franklin Public Arts Commission recommendation including the Historic Zoning Commission recommendation, when applicable shall be forwarded to the City of Franklin Board of Mayor and Aldermen for consideration.
- 3) Once a project is recommended for placement on City-owned property, it will be reviewed by representatives from The Public Works Department, Parks Department, and Risk Manager and is responsible for "shepherding" them through the following approval stages.
 - i. that the artwork's placement will not create undue difficulties for maintenance of the surrounding area.
 - ii. that the proposed materials are durable and will not create significant maintenance problems for the artwork itself.
 - iii. that any engineering or structural concerns are addressed.
 - iv. to assess whether it provides undue risks or safety issues.
 - v. In some cases, proposals may take additional review because of their nature, design or location.

C. Issuing of Permits

The applicant is directed to prepare plans and specifications for the artwork where a permit is required (i.e. electrical, structural, etc.).

D. Labeling of Artwork

- 1) To avoid the use of donated Public Art for advertising purposes, a standard plaque, approved by the Franklin Public Art Commission and provided by the donor, is used for all labeling and positioned in such a manner to inform the public of the following:
 - i. title of artwork
 - ii. artist's name
 - iii. date of creation
 - iv. material(s) used (optional)
 - v. short explanation of work (optional)
 - vi. donor's name, when applicable

E. Final Acceptance

- 1) *Maintenance.* Before accepting the project, the Public Art Coordinator provides the Public Works Department with a set of plans, specifications, attachments, fabrication details, maintenance requirements, and approved contract.
- 2) *Inspection and Acceptance.* All art projects on public property must have final inspection approval by the Building & Neighborhood Services Department and by the Public Art Coordinator.
- 3) *Ownership.* When applicable (purchased by or donated to the City of Franklin), upon installation, inspection, and acceptance, the artwork becomes the property of the City.

F. Dedication of Artwork

Once installation of the artwork is complete, the Public Art Coordinator organizes a dedication ceremony that presents the piece to the community and recognizes the artistic efforts of the artist.

ORDINANCE 2017-41

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 23 OF THE CITY OF FRANKLIN MUNICIPAL CODE TO REVISE DEFINITIONS, CLARIFY REQUIREMENTS, AND TO CORRECT GRAMMATICAL AND TYPOGRAPHICAL ERRORS."

WHEREAS, for the purpose of 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 desires to prescribe regulations and standards to manage Stormwater runoff within the City to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4) and the Tennessee Water Quality Control Act of 1977 as amended; and

WHEREAS, the City of Franklin's stormwater program meets the minimum standards of the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities; and

WHEREAS, the State of Tennessee has approved the City to participate as a Qualified Local Program allowing the City to administer the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities; and

WHEREAS, the Board of Mayor and Aldermen desire to clarify certain subsections of this Title and correct grammatical and typographical errors.

NOW, THEREFORE:

SECTION I: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 23 – Stormwater Management Ordinance of the Franklin Municipal Code is hereby amended to read as follows:

TITLE 23 - STORMWATER MANAGEMENT

CHAPTER 1. - STORMWATER MANAGEMENT

Sec. 23-101. - Title and purpose.

This title shall be known as the "Stormwater Management" for the City of Franklin, Tennessee.

It is the purpose of this chapter to:

- (a) Protect, maintain, and enhance the environment of the City of Franklin, Tennessee, and the public health, safety and the general welfare of the citizens, by controlling discharges of *Pollutants* to the City's stormwater system and to maintain and improve the quality of the receiving water resources into which the stormwater outfalls flow.

- (b) Enable the City of Franklin, Tennessee, to comply with the NPDES Permit and applicable regulations for Stormwater discharges.
- (c) Manage the manner in which stormwater is addressed in areas of new development and redevelopment through the course of construction and post-construction to maintain or benefit water quantity, water quality, and the effects on the quality of life and character of the City of Franklin, Tennessee. This ordinance sets general policy, minimum requirements and standards, and Stormwater management program direction and is supported and enforced through other more detailed regulations, design criteria, and other accepted materials.

Sec. 23-102. - Jurisdiction.

- (1) This chapter shall govern all properties within the corporate limits of the City of Franklin, Tennessee.
- (2) Exemptions:
 - (a) Agricultural land management activities shall be exempt from the provisions of this chapter.
 - (b) Any development or redevelopment which meets all of the following conditions shall be exempt from having to obtain a stormwater permit and grading permit and shall be exempt from having to comply with riparian buffer, peak runoff control and green infrastructure - runoff reduction requirements of this article [title] unless otherwise determined by the City Engineer. All other requirements set forth in Title 23 shall apply:
 - (i) Involves less than 10,000 square feet of land disturbance.
 - (ii) Involves less than 5,000 square feet of additional or modified existing impervious surface.
 - (iii) Development that is not part of a larger common development or contiguous properties that may have been subdivided.
 - (c) Lots classified as critical lots as defined in the city's zoning ordinance and development in critical areas are not exempt from the requirements of this chapter.

Sec. 23-103. - Definitions.

For the purpose of this chapter, unless specifically defined below, words or phrases shall be interpreted so as to give them the meaning they have in common usage and to give this article [title] its most effective application. Words in the singular shall include the plural, and words in the plural shall include the singular. Words used in the present tense shall include the future tense. The word "shall" connotes mandatory and not discretionary; the word "may" is permissive. The following definitions shall apply in the interpretation of this Title and in any regulations promulgated hereunder, unless specifically stated otherwise:

- (1) *Active construction sites.* Any site that has a permit for grading, stormwater or other activities (even if actual construction is not proceeding) and any site where construction is occurring regardless of permits required.
- (2) *Agriculture.* means:
 - (a) The land, buildings and machinery used in the commercial production of farm products and nursery stock.
 - (b) The activity carried on in connection with the commercial production of farm products and nursery stock.

- (c) Recreational and educational activities on land used for the commercial production of farm products and nursery stock.
 - (i) As used in this definition of Agriculture, the term “farm products” means forage and sod crops; grains and feed crop; dairy and dairy products; poultry and poultry products; livestock, including breeding and grazing; fruits; vegetables; flowers; seeds; grasses; forestry products; fish and other aquatic animals used for food; bees; equine; and all other plants and animals that produce food, feed, fiber or fur.
 - (ii) As used in this definition of Agriculture, the term “nursery stock” means all trees, shrubs, or other plants grown or kept for, or capable of, propagation, distribution, or sale on a commercial basis.
- (3) *Appeal*. A request for a review of the City Engineer's interpretation of any provision of these regulations.
- (4) *Best management practice* or *BMP*. Practices or a combination of practices that are the most effective and practicable (including technological, economic, and institutional considerations) means of controlling pollutants at levels compatible with environmental quality goals. This includes schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce pollution of water resources. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spillage, leaks, sludge or waste disposal, or drainage from raw material storage.
- (5) *Bridge*. A manmade structure spanning and providing passage over a waterway to allow for the conveyance of stormwater flows. Spans of 10 feet or more are considered a bridge.
- (6) *Buffer management plan*. A written integrated plan outlining the utilitarian, ecological, and aesthetic objectives for a specific landscape, and the landscape management practices and products that will be employed.
- (7) *Building*. Any structure built for support, shelter, or enclosure for any occupancy or storage.
- (8) *Channel*. A natural or artificial watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water. Channel flow is that water which is flowing within the limits of the defined channel.
- (9) *City*. The City of Franklin, Tennessee.
- (10) *City Engineer*. Refers to the City of Franklin, City Engineer who has the authority to delegate to designated staff.
- (11) *Climax successional vegetation*. The native plant community that would become established on a Site if all successional sequences were completed without interferences by man under the present environmental conditions. Natural disturbances are inherent in its development.
- (12) *Compensatory cut*. Excavated volume of material below the floodplain elevation required to offset fill in the floodplain.
- (13) *Culvert*. A manmade conveyance of stormwater flows. This may include a pipe or other constructed conveyance of less than 20 feet.
- (14) *Cross-drain*. A culvert used to convey flow under a road or other obstruction between channels or surface flow.

- (15) *Critical area*. A site subject to erosion or sedimentation as a result of cutting, filling, grading, or other disturbance of the soil; a site difficult to stabilize due to exposed subsoil, steep slope, extent of exposure, and other conditions.
- (16) *Critical service roads*. Designated city evacuation routes or other access to facilitate police, fire, and emergency medical services to all existing and proposed structures.
- (17) *Cut*. Portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to the excavated surface.
- (18) *Detention*. The temporary delay of storm runoff prior to discharge into receiving waters.
- (19) *Developer*. Any individual, firm, corporation, association, partnership, trust, or authorized agents involved in commencing proceedings to effect development of land for him/her or others.
- (20) *Development*. Any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials (as defined as materials of like nature stored in whole or in part for more than six months).
- (21) *Drainage well*. A bored, drilled, driven, dug, or naturally occurring shaft or hole with a depth greater than the largest surface dimension, used to drain surface fluid, primarily storm runoff, into a subsurface or karst formation. Also known as "dry well" or "sinkhole."
- (22) *Ecological integrity*. The quality of a natural unmanaged or managed ecosystem in which the natural ecological processes are sustained, with genetic species diversity and ecosystem diversity assured for the future.
- (23) *Engineer or professional engineer*. An engineer duly registered, licensed, or otherwise authorized by the State of Tennessee to practice in the field of civil engineering.
- (24) *EP&SC*. Erosion prevention and sediment control; see "Erosion prevention" and "Sediment control."
- (25) *Erosion*. The removal of soil particles by the action of water, wind, ice, or other geological agents, whether naturally occurring or acting in conjunction with or promoted by human activities or effects.
- (26) *Erosion prevention*. Practices implemented to prevent, through shielding, binding, or other mechanism(s), the suspension of soil particles, often associated with erosion prevention and sedimentation control.
- (27) *Excavation*. See "Cut."
- (28) *Fill*. Portion of land surface or area to which soil, rock, or other materials have been or will be added; height above original ground surface after the material has been or will be added.
- (29) *Flood or flooding*. Water from a river, stream, watercourse, lake, or other body of standing water that temporarily overflows and inundates adjacent lands and which may affect other lands and activities through increased surface water levels and/or increased groundwater level.
- (30) *Floodplain*. The relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by floodwater. For purposes of this title, the floodplain is defined as the 100-year floodplain having a one-percent chance of being equaled or exceeded in any given year.

- (31) *Floodway*. That portion of the stream channel and adjacent floodplain required for the passage or conveyance of a 100-year flood discharge. The floodway boundaries are placed to limit encroachment in the floodplain so that a discharge can be conveyed through the floodplain without materially increasing (less than one foot) the water surface elevation at any point and without producing hazardous velocities or conditions. This is the area of significant depths and velocities, and due consideration should be given to effects of fill, loss of cross sectional flow area, and resulting increased water surface elevations.
- (32) *Functionally dependent facility*. A facility that cannot be used for its intended purpose unless it is located or carried out in proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.
- (33) *Grading*. Any operation or occurrence by which the existing site elevations are changed; or where any ground cover, natural or manmade, is removed; or any watercourse or body of water, either natural or manmade, is relocated on any site, thereby creating an unprotected area. This includes stripping, cutting, filling, stockpiling, or any combination thereof, and shall apply to the land in its cut or filled condition. Grading activities may only be performed with a stormwater management permit and grading permit.
- (34) *Green infrastructure*. The interconnected network of natural areas and other open spaces that conserves natural ecosystem values and functions, sustains clean air and water, and provides environmental and community benefits.
- (35) *Green infrastructure practices*. Management measures that are designed, built and maintained to infiltrate, evapotranspire, harvest and/or use rainwater through the use of natural hydrologic features.
- (36) *Greenways*. Linear undeveloped areas linking various types of development by such facilities as bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (37) *Hot spot*. An area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. Examples include, but are not limited to, operations producing concrete or asphalt, auto repair shops, auto supply shops, large commercial parking areas, and restaurants.
- (38) *Illicit connections*. Any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the MS4, including, but not limited to, any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the MS4 and any connections to the MS4 from indoor drains and sinks. Any drain or conveyance connected from a commercial or industrial land use to the MS4 which has not been documented in plans, maps, or equivalent records and approved by the city.
- (39) *Illicit discharge*. Any discharge that is not entirely composed of stormwater, except discharges authorized under an NDPES permit (other than the NPDES permit for discharges from the MS4) and discharges resulting from firefighting activities.
- (40) *Impaired waters*. Any segment of surface waters that has been identified by the Tennessee Department of Environment and Conservation (TDEC) as failing to support classified uses. The TDEC periodically compiles a list of such waters known as the "303(d) List."

- (41) *Impervious surface*. A term applied to any ground or structural surface that water cannot penetrate or through which water penetrates with great difficulty.
- (42) *Invasive exotic plants*. Plants that have been introduced from other regions and compete so successfully against native plants that they can crowd out their competitors, thus providing a monoculture that discourages the growth of native plant species.
- (43) *Land disturbance*. Any tilling, digging, grading, excavating, turning, or removal of soil; grubbing, cutting, clearing, or other removal of vegetation shall also be considered land disturbance.
- (44) *Land surveyor*. A land surveyor duly registered, licensed, or otherwise authorized by the State of Tennessee to practice in the field of land surveying.
- (45) *Limited areas*. Areas as defined by the City Engineer that stormwater practices may be applied in which there are no other feasible opportunities or areas of application.
- (46) *Long-term maintenance agreement or maintenance agreement*. A document recorded in the land records that acts as a property deed restriction, and which provides for long-term maintenance of stormwater management practices.
- (47) *Maintenance*. Any activity that is necessary to keep a stormwater facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a stormwater facility if reconstruction is needed in order to restore the facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the stormwater facility.
- (48) *Master plan*. Any study or plan prepared by or accepted by the City of Franklin that identifies solutions to water quantity or quality problems. Also known as basin study or plan, flood management study or plan, or water quality management study or plan.
- (49) *Modified Existing Impervious Area*. Any existing impervious area, which is included with a sites limits of disturbance as part of a newly proposed development or redevelopment, in which land disturbance is intended to occur.
- (50) *Municipal separate storm sewer system (MS4)*. A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) that are:
- a. Owned or operated by a state, city, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or a designated and approved management agency under section 208 of the Clean Water Act (CWA) that discharges to waters of the state;
 - b. Designed or used for collecting or conveying stormwater;
 - c. Which is not a combined sewer;
 - d. Which is not part of a publicly owned treatment works (POTW) as defined at 40 CFR 122.2.
- (51) *Native vegetation*. The normal vegetation that grows or would reestablish normally after a disturbance. This does not include invasive exotic plants.

- (52) *New construction*. Structures for which the "start of construction" commenced on or after the effective date of these regulations. The term also includes any subsequent improvements to such structures.
- (53) *National Pollution Discharge Elimination System (NPDES) MS4 Phase II program*. A comprehensive program to manage the quality of stormwater discharged from the MS4 of small communities.
- (54) *Notice of Coverage or NOC*. Notice from the City to the initial site-wide primary permittee informing the applicant that the NOI, the SWPPP and application fee were received and accepted, and stormwater discharges from a specified area of a construction activity have been approved under the State of Tennessee's General NPDES Permit for Discharges of Stormwater associated with construction activity.
- (55) *Notice of Intent*. A notice given to the City's Engineering department to obtain coverage by the State of Tennessee's General NPDES Permit for discharges of stormwater associated with construction activities.
- (56) *Notice of Termination*. A notice given to the City's Engineering Department to terminate a stormwater and *Grading* permit and terminate coverage by the State of Tennessee's General NPDES Permit for discharges of stormwater associated with construction activities.
- (57) *One hundred-year flood or 100-year flood event*. A flood that has an average frequency of occurrence of once in 100 years, determined from an analysis of floods on a particular watercourse and other watercourses in the same general region. Statistically, it has a one-percent chance of occurring in any given year.
- (58) *Operator*. As used in this title, operator shall be as defined by the State of Tennessee's Construction General Permit.
- (59) *Passive recreation*. Recreation activities that require limited physical exertion on behalf of the participant. Examples of passive recreation activities include bird watching, walking, or photography.
- (60) *Peak runoff*. The maximum instantaneous rate of flow of water at a particular point resulting from a storm event.
- (61) *Pollutant*. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to, paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded and abandoned objects, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; sediment; and noxious or offensive matter of any kind.
- (62) *Permittee*. Any person, firm, or any other legal entity to which a site disturbance, grading, stormwater, building or other related permit is issued in accordance with City of Franklin regulations.
- .

- (63) *Qualified hydrologic professional or QHP*. A person who is duly registered, licensed, or otherwise authorized by the State of Tennessee to perform hydrologic determinations and is certified as a Tennessee Qualified Hydrologic Professional.
- (64) *Qualified local program or QLP*. A stormwater management program for discharges associated with construction activity that has been formally approved by the State of Tennessee as having met specific minimum program requirements, including those identified in 40 CFR § 122.44(s). The intent of the QLP is to establish a streamlined and efficient process for managing discharges of stormwater associated with construction activities by eliminating duplication of the effort between the permittee and the State.
- (65) *Redevelopment*. The alteration of developed land that adds 5,000 square feet of impervious surface area or more, or offers a new opportunity for stormwater controls. Demolition and reconstruction is considered development and not redevelopment. Note: Redevelopment is not intended to include such activities as exterior remodeling, which would not be expected to cause adverse stormwater quality impacts.
- (66) *Regional stormwater management facility*. A device or management practice, typically but not always a detention or retention pond, with a tributary area with more than one development site. This may be multiple homogeneous land use areas or an area of various land uses.
- (67) *Retention*. The prevention of storm runoff from direct discharge into receiving waters. Examples include systems which discharge through percolation, exfiltration, filtered bleed-down, and evaporation processes.
- (68) *Riparian buffer*. An undisturbed area, measured from top of bank of the water resource, which consists of a riparian zone comprised of native vegetation, original or re-established, bordering streams, seeps, springs, wetlands, sinkholes, lakes, and other water resources.
- (69) *Riparian zone*. Areas adjacent to water resources with a differing density, diversity, and productivity of plant and animal species relative to nearby uplands. This area provides a transition from an aquatic ecosystem to a terrestrial ecosystem.
- (70) *Sediment*. Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, or gravity as a product of erosion.
- (71) *Sediment control (SC)*. Practices implemented to manage through filtering, settling or other mechanism(s) to remove suspended particles (soil, organic, or mineral) from water, often associated with erosion prevention and sedimentation control.
- (72) *Sensitive areas*. Areas that supply critical habitat in supporting aquatic or semi-aquatic life such as streams, sinkholes, springs, wetlands, ponds, etc.
- (73) *Site*. All contiguous land and bodies of water in one ownership, graded, proposed for grading or development as a unit, although not necessarily at one time.
- (74) *Slope*. Degree of deviation of a surface from the horizontal, usually expressed in percent or ratio.
- (75) *Soil*. All unconsolidated mineral and organic material of any origin that overlies bedrock and that can be readily excavated.
- (76) *Stabilization*. The measures, vegetative and/or structural, taken that will prevent erosion from occurring.

- (77) *Stop work order*. An order directing the developer and/or permittee responsible for the development to cease and desist all or any portion of the work which violates the provisions of this title.
- (78) *Stormwater*. Storm event runoff, snowmelt runoff, and surface runoff and drainage.
- (79) *Stormwater management plan*. A document that is submitted to the City Engineer, in accordance with concept plans, regulating plans, and/or site plans which shows, in detail, that a site meets the standards set forth in this title and allows the city to evaluate the environmental characteristics of the site, the potential impacts of all proposed development of the site, both present and future, on the water resources and the effectiveness and acceptability of the measures proposed for managing stormwater generated at the site.
- (80) *Stormwater management permit*. A permit issued by the City Engineer that allows stormwater discharge into the City of Franklin's MS4 in accordance with this title.
- (81) *Stormwater pollution prevention plan (SWPPP)*. A written plan that includes site map(s), an identification of construction/contractor activities that could cause pollutants in the stormwater, and a description of measures or practices to control these pollutants. It must be prepared and approved before construction begins. In order to effectively reduce erosion and sedimentation impacts, best management practices (BMPs) must be designed, installed, and maintained during land-disturbing activities. The SWPPP shall be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook or local BMP manual, whichever is more stringent and protective of waters of the state. The handbook is designed to provide information to planners, developers, engineers, and contractors on the proper selection, installation, and maintenance of BMPs. The handbook is intended for use during the design and construction of projects that require erosion and sediment controls to protect waters of the state. It also aids in the development of SWPPPs and other reports, plans, or specifications required when participating in the State of Tennessee's water quality regulations.
- (82) *Stream*. Surface water that is not a wet-weather conveyance as determined by a qualified hydrological professional and approved by the City Engineer.
- (83) *Stripping*. Any activity that removes or significantly disturbs the vegetative surface cover, including clearing and grubbing operations.
- (84) *Structure*. Anything constructed or erected, the use of which requires a permanent location on or in the ground. Such construction includes but is not limited to objects such as buildings, towers, smokestacks, carports, and walls.
- (85) *Top of bank*. The ordinary high water level and break in slope for a water resource.
- (86) *Tributary area*. The area upstream of a specified point including all overland flow that directly or indirectly connects down-slope to the specified point.
- (87) *View corridors*. Areas associated with formal trail systems closer than the required buffer width approved by the City Engineer with an approved buffer management plan.
- (88) *Water resources*. Streams, seeps, springs, wetlands, sinkholes, or lakes as determined by the City Engineer. This includes waters of the State as determined by the Tennessee Department of Environment and Conservation.
- (89) *Waters of the state*. Any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof

except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or affect a junction with natural surface or underground waters.

- (90) *Water quality buffer*. See "Riparian buffer."
- (91) *Watershed*. All the land area that contributes runoff to a particular point along a water resource.
- (92) *Waters with unavailable parameters*. Means any segment of surface water that has been identified by the Tennessee Department of Environment and Conservation as failing to support one or more classified uses. The Tennessee Department of Environment and Conservation periodically compiles a list of such waters known as the "303(d) List."
- (93) *Wet weather conveyance*. Manmade or natural watercourses, including natural watercourses that have been modified by channelization, that flow only in direct response to precipitation runoff in their immediate locality, whose channels are above the groundwater table and which do not support fish and aquatic life and are not suitable for drinking water supplies, and in which hydrological and biological analysis indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow there is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months.
- (94) *Wetland*. Those areas that are inundated or saturated by surface or ground water at a frequency or duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typical to life in saturated soil conditions. Wetlands generally include, but are not limited to, swamps, marshes, bogs, and similar areas. Wetlands are designated by federal or state organizations with this responsibility.

Sec. 23-104. - Authority.

- (1) *Authority of departments*. The City Administrator may provide authority in part or whole to various departments for the implementation of activities pursuant to this title. This authority may include but is not limited to plan review, incentives negotiation, plan approval, and stormwater facilities maintenance. The City Engineer shall have the authority of administration and enforcement of the provisions established pursuant to this title, including, but not limited to, the issuance of civil penalties.
- (2) *Right-of-entry*.
 - (a) Designated city staff shall have right of entry on or upon the property of any person subject to this title and any permit/document issued hereunder. The city staff shall be provided ready easy access to all parts of the premises for the purposes of inspection, monitoring, sampling, inventory, records examination and copying, and the performance of any duties necessary to determine compliance with this title.
 - (b) Where a property, site, or facility has security measures in force which require proper identification and clearance before entry into its premises, the person shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the designated city staff will be permitted to enter without delay for the purposes of performing specific responsibilities.

- (c) Designated city staff shall have the right to set up on the person's property such devices as are necessary to conduct sampling and/or monitoring of the person's stormwater operations or discharges.
- (d) Any temporary or permanent obstruction to safe and easy access to the areas to be inspected and/or monitored shall be removed promptly by the person at the written or verbal request of the city staff. The costs of clearing such access shall be borne by the person.
- (e) The City Engineer, or his designee, may inspect the facilities of any user in order to ensure compliance with this title. Such inspection shall be made with the consent of the owner, manager, or signatory official. If such consent is refused, denied, or not promptly addressed, the designated city staff may seek issuance of an administrative search warrant.
- (f) The city has the right to determine and impose inspection schedules necessary to enforce the provisions of this article [title]. Inspections may include, but are not limited to, the following:
 - (i) An initial inspection prior to stormwater management plan approval;
 - (ii) A bury inspection prior to burial of any underground drainage structure;
 - (iii) Erosion control inspections as necessary to ensure effective control of erosion and sedimentation; and
 - (iv) A finish inspection when all work, including installation of storm management facilities, has been completed.
 - (v) Regular or random follow-up inspections to ensure the storm management facilities remain in compliance.

Sec. 23-105. - Appeals.

Appeals of this section shall be pursuant to Franklin Municipal Code section 23-301 et seq.

Sec. 23-106. - Objectives and policy.

- (1) *Objectives.* The objectives of this title are pursuant to the small MS4 permit issued by the state to the city and are as follows:
 - (a) To protect human life and health.
 - (b) To minimize the need for rescue and relief efforts associated with flooding.
 - (c) To eliminate any non-allowable discharges to the city's MS4 that impact water quality.
 - (d) To help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to maximize beneficial use without increasing flood hazard potential or diminishing the quality of the natural stormwater resources.
 - (e) To ensure that potential homebuyers are notified that property is in a flood area and generally increase the public awareness of flooding potential.
 - (f) To minimize prolonged business interruptions.
 - (g) To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone, and sanitary sewer lines; and streets and bridges located in floodplains.
 - (h) To ensure a functional public and private stormwater quantity and quality management system that will not result in excessive maintenance costs.

- (i) To encourage the use of natural and aesthetically pleasing design that maximizes preservation of natural areas.
 - (j) To guide the construction of stormwater management facilities by developing comprehensive master plans to address stormwater quantity and quality.
 - (k) To encourage preservation of floodplains, floodways, and open spaces to protect and benefit the community's quality of life and natural resources.
 - (l) To encourage community stewardship of the city's water resources and their impacts on the community character and quality of life.
- (2) *Implementation.* To implement the objectives presented above, the following standards and general policy statements shall be enforced:
- (a) *Permits.* All new development and redevelopment under the jurisdiction of this chapter shall obtain a stormwater management and/or grading permit. If site disturbance is over 1 acre, is part of a larger common plan of development, or is required to have lot level coverage, the applicant shall obtain a notice of coverage through the city's qualified local program process.
 - (i) The City Engineer shall issue a grading and stormwater management permit for stormwater management plans that meet the guidelines of this title and any other provision given authority under section 23-110 of this title. Application for a permit shall be accompanied by a fee as specified in appendix A, Comprehensive fees and penalties.
 - (ii) Technical, administrative, or procedural matters may be modified as needed to meet the objectives and policies defined in this title, so long as such modifications as to technical, administrative, or procedural matters are not contrary or beyond the intent of the objectives and policies of this title.
 - (iii) Approved permits shall be displayed in a conspicuous location on all active construction sites.
 - (iv) A pre-construction meeting with the City Engineer shall be held with construction site operators prior to the issuance of a grading and/or stormwater permit.
 - (v) All site permittees and/or operators shall apply for a notice of termination to the city's engineering department stating that all areas have been stabilized and vegetated and all construction activities have been completed related to that section's or site's corresponding stormwater and grading permit and notice of coverage. This shall be completed prior to the release of all performance sureties.
 - (vi) Site owner or developer and/or contractor that wish to transfer stormwater and grading permit coverage to a new owner or developer and/or contractor shall do so by applying for a notice of transfer request in the city's engineering department. The site owner or developer shall also be required to transfer performance sureties to the new site owner or developer prior to the City of Franklin approving the notice of transfer.
 - (vii) The permittee(s) shall be responsible for all *EP&SC* measures and maintenance located within the sites or sections defined in the permit regardless of individual lot ownership until a notice of transfer or notice of termination is issued by the city's engineering department.
 - (b) *Stormwater plan submittal requirements.* All new development and redevelopment under the jurisdiction of this title shall be required to submit and have approval of all construction plans, NOI, and SWPPP prior to issuance of stormwater and/or grading permit approval.

- (i) An engineer shall stamp all proposed plans for construction in the city. This shall include all proposed improvements or modifications to the existing or new stormwater infrastructure, erosion prevention and sediment control practices, and other related improvements or modifications.
- (c) *Stormwater master plan.* Each individual project shall be evaluated for consistency with the master stormwater management plan for the major watershed or watersheds within which the project site is located. The individual project evaluation will determine if stormwater quantity and quality management practices can adequately serve the property and limit impacts to downstream public and private properties. The presence of a regional facility(s) will be considered in determining the extent to which quantity and/or quality controls will be necessary.
 - (i) In the absence of such a stormwater quantity and/or quality master plan, a system of uniform requirements shall be applied to each individual project site. In general, these uniform requirements will be based on the criteria that post-development stormwater peak runoff, volume over the critical design-storm period, and water quality must not differ significantly from pre-development conditions. These criteria shall be included in the stormwater management plan for the site.
- (d) *Peak runoff control.* Peak runoff control facilities for new development and redevelopment shall be designed to address the rate at which flow is released over the entire runoff discharge period and the volume of discharge over the critical design-storm period. This shall be applied for two-, five-, 10-, 25-, 50- and 100-year 24-hour storm peak discharge rate not to exceed the pre-development (or undisturbed natural conditions) discharge rate.
 - (i) *Calculation of peak runoff flow.* Acceptable methodologies for computing pre-and post-development conditions shall include:
 - A. The rational method (used when the drainage area is 25 acres or less).
 - B. The peak discharge method as described in USDA Technical Release Number 55 (TR-55) (drainage area is 2,000 acres or less).
 - (ii) *Peak runoff flow requirements.* If the total land disturbance area is less than 50 percent of the property, then peak runoff control shall be required for the disturbed area only. If the total land disturbance area is greater than 50 percent of the property, then peak runoff control shall be required for the entire site area.
 - (iii) Redevelopment of property without existing detention shall be evaluated using one of the following methods unless otherwise determined by the City Engineer:
 - A. Rational method shall evaluate pre-development conditions utilizing the appropriate turf meadows runoff coefficient or as existing conditions. The more stringent conditions shall govern.
 - B. USDA Technical Release Number 55 (TR-55) shall evaluate the pre-development conditions as either grassland conditions or as existing conditions. The more stringent conditions shall govern.
 - (iv) No more than 5 percent of a site can bypass water quality requirements unless otherwise approved by the City Engineer.

- (e) *Stormwater design requirements.* New development shall meet a stormwater quantity level of service defined by:
 - (i) Designing road catch basins and connecting culverts to convey the ten-year design-storm runoff.
 - (ii) Designing bridges, culverts, channels, and cross drains to pass the 50-year design-storm runoff.
 - (iii) Providing emergency bypass of the *100-year flood event*.
 - (iv) New roadway, existing roadways, and *critical service roads* are not inundated by more than three inches of water over one-half the roadway width under a *100-year flood event*. A long-term maintenance plan and maintenance agreement shall be submitted for review and approval by the City Engineer for all devices or facilities in new development and redevelopment that require more than general maintenance (i.e., mowing, weeding, etc.). The plan shall address schedules and techniques for inspections and maintenance of the facilities and devices. Documentation of the inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system and the state of control measures shall be submitted to the City Engineer on or before July 1 of each year.
- (f) *Easements.*
 - (i) All new development and redevelopment shall be designed and graded in such a way as to forbid stormwater from discharging onto adjacent property where not supported by adequate public infrastructure, easements, and rights-of-way.
 - (ii) All new development and redevelopment shall be designed and graded so that a minimum ten-foot drainage easement and stormwater conveyance exist between each property.
 - (iii) All new development and redevelopment shall be designed to provide a minimum 20-foot drainage easement on all stormwater infrastructure, including channels, serving more than two properties.
- (g) *Erosion prevention and sediment control.* All construction sites regardless of size or disturbed area shall follow proper *EP&SC* practices to control unwarranted sediment from leaving a site. All construction sites receiving grading or stormwater permits from the City of Franklin shall be subject to the requirements outlined in the State of Tennessee's Construction General Permit, *EP&SC Handbook*, the City Stormwater BMP Manual, and this title (whichever is more stringent), including the following:
 - (i) Construction shall only be permitted after temporary or permanent *EP&SC* management practices have been placed or constructed and are operational to the city's satisfaction, and a grading and/or stormwater permit has been issued and signed by the city stormwater inspector.
 - (ii) The design-storm for *EP&SC* practices shall be as described in the City of Franklin Stormwater BMP Manual or the Tennessee *EP&SC Handbook* and consistent with the Tennessee Construction General Permit.
 - (iii) The city may require more stringent *EP&SC* practices on properties adjacent to water resources with unavailable parameters, or within watersheds with water resources with unavailable parameters, watersheds with TMDLs, or sites in close proximity to water resources. This may include measures that limit or eliminate, with a greater safety factor,

the potential for sediment or other forms of water pollution from entering sensitive areas as designated by TDEC or the City Engineer.

- (iv) Unwarranted acceleration of erosion or sedimentation, or transport of other pollutants or forms of pollution, due to various land development activities shall be controlled.
 - (v) If deemed appropriate, the city may require the addition, removal, or modification of EP&SC measures and/or EP&SC locations at any time during the construction process to ensure proper EP&SC performance.
 - (vi) The city may impose enforcement actions outlined in section 23-111 of this title if any site, development, or construction is found to be in violation of this title or the State of Tennessee's Construction General Permit in order to achieve EP&SC compliance.
 - (vii) The design-storm for erosion prevention and sediment control practices shall be as described in the City of Franklin Stormwater BMP Manual and consistent with the Tennessee General Construction Permit.
 - (viii) Inlet protection shall be specified on all construction plans to include an overflow protection device. Other measures may be approved on a case by case basis by the City Engineer.
- (h) *Floodplain alterations.*
- (i) Floodplain alterations or filling shall not cause a net decrease in flood storage capacity below the projected 100-year flood elevation unless it is shown that the proposed alteration or filling will not cause an increase in the high-water level, increase velocities, or aggravate flooding on other properties and will not unduly restrict flood flows. Compensatory cut shall at least be applied to 150 percent (1.5:1) for all fill in floodplains. Floodplain may be used for application of water quality devices. This may only be permitted provided EP&SC, water quality, and cut-fill policies are adequately addressed as determined by the City Engineer according to the provisions in section 23-110 of this title. Detention/retention volumes in the floodplain shall count as fill if applied in a manner where floodplain storage is lost.
- (i) *General stormwater regulations.*
- (i) The city encourages regional stormwater management practices, serving 40 to 300 acres of tributary area, which may be consistently and efficiently managed and maintained. These types of practices will be encouraged to replace or reduce the implementation of on-site stormwater management practices redevelopment of properties containing on-site stormwater management practices may be permitted, at the discretion of the City Engineer, provided the property and downstream public and private properties, infrastructure or waters of the state are adequately protected by a regional facility(s) from stormwater quantity or quality impacts.
 - (ii) No construction, whether by private or public action, shall be performed in a manner that will negatively impact stormwater quantity or quality in its vicinity or in other areas whether by flow restrictions, increased runoff, or by diminishing channel or floodplain storage capacity.

- (iii) New construction shall not aggravate upstream or downstream flooding. Existing downstream or upstream problems may be required to be corrected in conjunction with new development or redevelopment.
- (iv) In no instance shall new development or redevelopment cause or have the potential to cause water quality degradation to immediate or downstream water resources.
- (v) The construction and financing of any required off-site drainage improvement necessitated by private development within the same watershed shall be the responsibility of the developer.
- (vi) Under no circumstances shall a site be graded or drained in such a way as to increase surface runoff to sinkholes, dry wells, or drainage wells.
- (vii) Soil bioengineering, "green" and other "soft" slope and stream bank stabilization methods shall receive preference over riprap, concrete, and other hard armoring techniques. "Hard" alternatives shall only be permitted when their necessity can be demonstrated given site-specific conditions.
- (viii) The city may require maintenance or modification of stormwater management practices that are not operating within the guidelines established by this title, as determined by the City Engineer.
- (ix) The city encourages the use of greenway rights-of-way for appropriate properties.
- (x) As new development construction is completed, an "as-built" plan, certified by an engineer and/or land surveyor as appropriate, must be submitted upon completion of the stormwater management facilities included in the stormwater management plan. The licensed professional shall certify that: the facilities have been constructed as shown on the "as-built" plan, and facilities meet the approved stormwater management plan and specifications, or achieve the function for which they were designed. Coordinate data shall be presented in the State of Tennessee Plane System with the North American Datum 1983 (NAD83) and North American Vertical Datum (NAVD) of 1988. (as added by Ord. No. 2001-53, 2002).
- (j) *Maintenance responsibility.*
 - (i) Any stormwater management facility or BMP which services individual property owners or subdivisions shall be privately owned with general routine maintenance (controlling vegetative grown and removing debris) provided for by the owner(s). The owner shall maintain a perpetual, non-exclusive easement, which allows for access for inspection and other maintenance by the city.
 - (ii) Any stormwater management facility or BMP which services an individual subdivision in which the facility or BMP is within designated open areas or an amenity with an established homeowners' association shall be privately owned and maintained consistent with provisions of this title. The owner shall maintain a perpetual, nonexclusive easement, which allows for access for inspection and emergency maintenance by the city.
 - (iii) Any stormwater management facility or BMP which services commercial and industrial development shall be privately owned and maintained consistent with the provisions of this title. The city has the right, but not the duty to enter premises for emergency repairs through a perpetual nonexclusive easement.

- (iv) All regional stormwater management facilities proposed by the owners, if accepted by the City Engineer and approved by the board of mayor and aldermen for dedication as a public regional facility shall be publicly owned and maintained.
 - (v) All other stormwater management control facilities and BMPs shall be publicly owned and/or maintained only if accepted for maintenance by the city through a formal agreement recorded at the Williamson County, Tennessee, Register of Deeds. Existing or proposed drainage easements shall not constitute a formal agreement.
 - (vi) The City Engineer may require dedication of privately owned stormwater facilities that discharge to the city's stormwater system.
 - (vii) All stormwater BMPs shall be required to place maintenance signs approximately 9"x12" on or near BMPs in order to ensure identification and proper maintenance of features.
- (3) *Green infrastructure—Runoff reduction requirements.* This section shall be effective for all development and redevelopment under the jurisdiction of this title submitted for plan review on or after January 1, 2014.
- (a) All new development and redevelopment shall utilize site design standards that reduce stormwater runoff volume through the use of green infrastructure practices which are designed to infiltrate, evapotranspire, and/or reuse rainwater. The green infrastructure practices shall be designed to reduce the volume of stormwater runoff using the runoff reduction method (RRM) as defined in the current City of Franklin Stormwater Best Management Practices (BMP) Manual.
 - (b) All green infrastructure practices shall be located in open space lots on residential developments requiring plats. All other development shall be required to locate green infrastructure practices in an exclusive public drainage and green infrastructure easement.
 - (c) The City Engineer may approve alternative practices in lieu of runoff reduction/green infrastructure when site limitations exist. Criteria to determine the circumstances under which alternatives are available shall not be based solely on the difficulty or cost of implementing practices. The determination shall be based on one or more of the following site limitations:
 - (i) Where the potential for introducing pollutants into groundwater exists unless pretreatment is provided;
 - (ii) Where pre-existing soil contamination is present in areas subject to having contact with infiltrated runoff;
 - (iii) Where sinkholes or other karst features are present on the site (stamped geotechnical report shall be submitted to the City Engineer);
 - (iv) Where the site has a historic or archaeological significance that cannot be disturbed as determined by the State Historic Preservation Office;
 - (v) Where utility conflicts preclude the use of green infrastructure practices;
 - (vi) Where steep slopes are present and slope failure may occur (stamped geotechnical report shall be submitted to the City Engineer); and
 - (vii) Other site limitations as determined by City Engineer.
 - (viii) Cost and difficulty of implementing green infrastructure/runoff reduction measures shall not be considered a limitation.

- (4) *Pollutant removal.* New development and redevelopment will be required to minimize the impact to stormwater quality by applying structural and/or nonstructural management practices selected to address site-specific conditions. New development and redevelopment that cannot meet 100 percent of the RRM must implement pollutant removal BMPs that are designed and constructed in accordance with the site design standards, criteria, and specifications for pollutant removal BMPs that are provided in the current City of Franklin Stormwater BMP Manual. The water quality treatment for the runoff resulting from a rainfall depth of 1.1 inches shall be a minimum of 80 percent total suspended solids (TSS) removal through appropriate use of BMP controls as detailed in the current City of Franklin BMP Manual.

Sec. 23-107. - Riparian resources buffer requirements.

- (1) A riparian buffer shall be applied to all water resources located in, or adjacent to, new construction, development or redevelopment. There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation except as permitted by the City Engineer, or his designee. Final determination shall be made by the City Engineer regarding riparian buffer delineation, top of bank, areas where the riparian buffer shall apply and riparian buffer width requirements.
- (2) Riparian buffer zones. The riparian buffer shall be applied in two zones: riparian zone 1 and riparian zone 2: all uses, other than those allowable in each zone, shall be prohibited.
- (a) *Riparian zone 1.* The riparian zone 1 shall begin at the top of bank of the water resource and extend a minimum of 30 linear feet perpendicular for water resources that have tributary area less than one square mile. This distance shall be 60 linear feet perpendicular from top of bank for water resources that drain one square mile or greater.
- (i) Allowable uses within zone 1.
- (A) Utility crossings according to subsection 23-107(5)(b) of this title.
- (B) Passive recreation, pervious footpaths, canoe launches, and boardwalks placed perpendicular to the top of bank and the riparian zone to approach the water resource as approved by the City Engineer.
- (C) Stabilization practices to prevent channelization and erosion in the riparian buffer from stormwater runoff adjacent to the water resource.
- (D) Landscaping to allow for climax successional vegetation through the removal of invasive exotic plants and the establishment of native vegetation, and/or other practices that restore the ecological integrity of the riparian buffer.
- (E) Removal of individual trees within the riparian buffer which are in danger of falling, causing damage to dwellings or other structures, or causing blockage of the water resource.
- (ii) *Riparian zone 1—Special conditions.* Riparian zone 1 widths shall vary depending on the tributary area of the water resource, location of water pollution hazards, or steep slopes. The following riparian zone 1 widths shall apply:
- (A) For certain land uses and/or activities designated as potential water pollution hazards:
1. Drain fields from onsite sewage disposal and treatment systems (i.e., septic systems) require 100 feet.
 2. Land application of biosolids requires 100 feet.

3. Subsurface discharge from a wastewater treatment plant requires 100 feet.
 4. Above ground or underground petroleum storage or storage of hazardous substance facilities requires 150 feet.
 5. Raised septic systems require 250 feet.
 6. Solid waste landfills or junkyards require 300 feet.
- (B) For areas containing steep slopes:
1. Where the average slope of the land within the riparian zone 1 is between 15 percent and 25 percent, an additional 20 feet shall be added to the minimum riparian buffer width.
 2. Where the average slope of the land within the riparian zone 1 is greater than 25 percent, an additional 50 feet shall be added to the minimum riparian buffer width.
- (b) *Riparian zone 2.* A riparian zone 2 shall be applied to water resources that drain less than one square mile. The riparian zone 2 shall begin at the edge of the riparian zone 1 (which includes any additional width as specified above in "riparian zone 1—special conditions") and extend 30 linear feet perpendicular to riparian zone 1.
- (i) Allowable uses within riparian zone 2.
- (A) Those uses allowed in riparian zone 1.
 - (B) Biking or hiking paths and greenways. View corridors shall be allowed along greenways as approved by the City Engineer. Paths and greenways shall be designed to prevent the channelization of stormwater runoff. The water resource buffer width shall be increased by the width of impact associated with the path, greenway, or trail.
 - (C) Limited passive recreation.
 - (D) Changes to existing stormwater channels.
- (3) *Riparian buffer enhancement.* Evaluation of the current riparian buffer conditions shall be required in zone 1 and zone 2 areas of the riparian buffer on all water resources. This is to ensure the preservation and propagation of the riparian buffer areas and to provide the necessary conditions to ensure proper stream function. If the riparian areas are found to be in any other vegetative state than that outlined below, then the riparian buffers shall be enhanced. Reference the Tennessee Urban Riparian Buffer handbook for guidance and more information.
- (a) Vegetative state.
- (i) The riparian buffer shall be enhanced to allow for climax successional vegetation through the establishment of native vegetation and the removal of exotic invasive vegetation. The native vegetation established shall be consistent with that of an undisturbed forest ecosystem with all classes of vegetation equally represented.
 - (ii) The riparian buffer shall consist of native vegetation along both sides of a water resource measured linearly perpendicular from top of bank.
 - (iii) Riparian buffers shall be maintained perpetually on all properties in a manner that allows for growth of climax successional vegetation.

- (iv) No clearing of existing native vegetation in the riparian zones shall be allowed, except as permitted in subsection 23-107(3) of this title.
 - (b) Buffer management plans—Proposals for enhancement to restore the ecological integrity of the riparian buffer shall be submitted as a buffer management plan or landscape plan to the City Engineer during the site plan review process, and any pertinent local, state, or federal permits shall be obtained. The City Engineer shall approve the specific requirements of such plan prior to the issuance of a grading and stormwater permit or grading permit.
- (4) *Stream relocations.* Stream relocations shall only be permitted in rare circumstances where the need to address a highly unstable hydrological condition can be clearly demonstrated by the following:
- (a) The applicant shall apply for a variance pursuant to chapter 3 of this title.
 - (b) The relocation shall create a high quality aquatic habitat, restore natural flow regimes and natural streamside conditions, and shall result in overall water quality improvements.
 - (c) The applicant shall submit a buffer management plan and long-term maintenance plan as prescribed in the grading and stormwater management permit requirements. A copy of any applicable federal or state permits shall be supplied to the City Engineer prior to the commencement of relocation.
- (5) *Riparian buffer width averaging, clearing activities, and crossings.*
- (a) The riparian buffer zone 2 width may be averaged in limited areas in conjunction with targeted restoration plans that make comparable improvements to both the ecological integrity within the riparian buffer and water quality of the water resource. Restoration plans may include stream bank restoration, revegetation, habitat improvements, or other bioengineering methods, as approved in a buffer management plan by the City Engineer, or his designee. Averaging of the zone 2 riparian buffer width may apply to specific areas of an overall development, and shall be approved on a case-by-case basis (in no case shall averaging be allowed in the zone 1 riparian buffer). Averaging request shall demonstrate the same practical difficulty as variance request outlined in [section] 23-304(3)(a).
 - (b) Riparian buffer crossings shall be approved by the City Engineer, or his designee. Attempts should be made to limit the number and width of road and utility crossings across water resources. Utilities shall be located under pavement where possible. Riparian buffer crossings shall be approved in a buffer management plan by the City Engineer, or his designee.
 - (i) Crossing water resources with mainline sanitary sewers shall be minimized, and shall cross with road crossings where possible.
 - (ii) Underground utilities such as sanitary sewer, water mains, and above ground utilities shall be located outside of the riparian buffer except for crossings.
 - (iii) The City Engineer, or his designee, may approve new driveways or road crossings through or across riparian buffer zones on a case-by-case basis. It shall be demonstrated that access across the riparian buffer is necessary and that the riparian buffer will not be impacted excessively. In these cases, the driveway or road crossing shall be constructed perpendicular, ± 15 degrees, to the water resource and/or riparian buffer with careful detail to protecting trees and vegetation and minimizing site grades. Crossings shall utilize a spanning open bottom culvert with footings located outside of the stream and

embankments. Stream encapsulations shall be prohibited unless approved by a variance request. Note that such crossings may require federal, state, and/or local permits.

(6) *Development plan and construction activity requirements.*

- (a) The parameters of the riparian buffer shall be delineated by the applicant prior to the pre-application phase of a development submittal.
- (b) Riparian buffer boundaries shall be clearly indicated on all plats and plans including development plans, regulating plans, site plans, conservation subdivisions, preliminary plats, final plats, as well as permits and official maps, and shall:
 - (i) Show the extent of any riparian buffer on the subject property and clearly label as "riparian buffer" along with the required width.
 - (ii) Provide a note to reference the riparian buffer, labeled as: "there shall be no clearing, grading, construction, storage, or disturbance of vegetation except as permitted by the City Engineer."
 - (iii) Provide a note to reference protective covenants governing all riparian buffer areas, labeled as: "Any riparian buffer is subject to protective covenants recorded in the register of deeds (Williamson County). Disturbance and use of these areas is restricted; severe penalties apply."
- (c) Riparian buffer areas shall be protected during all development activities. Construction layout survey shall include fencing and labeling of the riparian buffer areas. Use of a combination of fencing and flagging to ensure adequate visibility shall be required. Riparian buffer boundaries shall be marked with signs that persist before, during, and after construction to prevent entry of construction equipment, storage, and stockpiling.
- (d) Permanent boundary markers, in the form of signage approved by the City Engineer, or his designee, shall be installed prior to the issuance of a grading and stormwater permit. Signage shall be posted and clearly observable at the edge of the riparian buffer, each lot line, and at a maximum spacing of 150 feet. Properties with a large amount of riparian buffer frontage may request a reduction in spacing requirements, subject to approval from the City Engineer, or his designee. The size of the sign shall be 12 inches by 18 inches rectangle or greater and shall contain the message, "Water Quality Buffer Do Not Disturb" or other language approved by the City Engineer, or his designee.
- (e) All riparian buffers shall be placed in open space lot to be maintained per section 23-108 of this chapter. Commercial developments shall be allowed to place riparian buffers in a riparian buffer conservation easement in lieu of open space lots.

(7) *Enforcement procedures.*

- (a) Any person violating the provisions of this chapter shall be subject to the penalties set forth in section 23-111 of this title.
- (b) Riparian buffers shall be actively managed with periodic buffer surveys. Violators shall be served with civil penalties per section 23-111(4)(d) of this chapter and shall be required, at their own expense, to revegetate, according to an approved buffer management plan, and maintain the section of the riparian buffer encroached upon, using only plants from a list of native vegetation provided by the City Engineer. Equivalent native plants and trees that were removed shall be

replaced on a tree per tree basis or as approved by the City Engineer, or his designee. Specimen trees shall be replaced as required by the zoning ordinance of the city.

- (8) *Variance and appeal procedures.* Variance and appeal requests shall be submitted pursuant to section 23-301 et seq. of this title.
- (9) *Other requirements.* If deemed appropriate by the City Engineer, or his designee, during the plan review process, each new development shall evaluate water resource conditions and shall be required to address the following:
 - (a) Stabilization and/or restoration within or adjacent to the water resource.
 - (b) Additional water quality protection.
 - (c) Channel erosion.
 - (d) Stream pollution.
 - (e) Habitat degradation.

Sec. 23-108. - Maintenance requirements.

- (1) The maintenance responsibilities for permanent stormwater runoff control facilities shall be determined based upon the type of ownership of the property which is controlled by the facilities.
- (2) Single entity ownership. Where the permanent stormwater runoff control facilities are designed to manage runoff from property in a single entity ownership as defined below, the maintenance responsibility for the stormwater control facilities shall be with the single entity owner.
 - (a) The stated responsibilities of the entity in terms of owning and maintaining the facilities shall be submitted with the stormwater management plan for determination of their adequacy. Approval of the stormwater management plan shall be conditioned upon the approval of these terms. These terms shall be in writing in the form of a maintenance agreement, shall be recorded at the register of deeds office, and shall, in addition to any other terms deemed necessary by the city, contain a provision permitting inspection at any reasonable time by the City Engineer, or his designee, of all such facilities deemed critical in the public welfare.
 - (b) A single entity shall be defined as an association, public or private corporation, partnership firm, trust, estate, or any other legal entity allowed to own real estate exclusive of an individual lot owner.
 - (c) Upon approval of the stormwater management facilities by the city, the facility owner(s) shall demonstrate the ability to garner and apply the financial resources necessary for long-term maintenance requirements. The funding mechanism shall be in a form approved by the city. The city will only approve funding mechanism(s) for long-term maintenance responsibilities that can be demonstrated to be permanent or transferable to another entity with equivalent longevity.
 - (d) Unless made specifically clear in the preliminary stages of the site design and construction plan review procedure, it will be assumed that all stormwater detention, retention, treatment or storage facilities and/or devices, and riparian buffers shall be owned, operated, and maintained by a single entity as defined above.
- (3) *Municipal ownership.* Where the city has accepted an offer of dedication of the permanent stormwater management facilities, the city shall be responsible for maintenance. Dedication of a permanent stormwater management facility shall be through a formal agreement recorded at the

Williamson County, Tennessee Register of Deeds. Existing or proposed drainage easements shall not constitute a formal agreement.

- (4) *Construction performance agreement.* The city may require the posting of a performance agreement to secure the structural integrity of said facilities as well as the functioning of said facilities in accordance with the City of Franklin Zoning Ordinance.

Sec. 23-109. - Allowable and illicit discharges.

- (1) No person shall discharge or cause to be discharged into the city's MS4 or water resources any materials, including but not limited to, pollutants or waters containing any pollutants that cause or contribute to violation of applicable water quality standards, other than stormwater and except as permitted by section 23-109(4) of this title.
- (2) Contamination of stormwater runoff from hot spots shall be prohibited and subject to the maximum penalties as specified in section 23-111(4)(d)(iv) of this title.
- (3) Except as hereinafter provided, all non-stormwater discharges into the MS4 shall be prohibited and declared to be unlawful.
- (4) Unless the City Engineer has identified them as a source of pollutants to the waters of the state, the following non-stormwater discharges into the MS4 shall be lawful:
 - (a) Discharges from emergency firefighting activities.
 - (b) Diverted screen flows.
 - (c) Rising ground waters.
 - (d) Uncontaminated groundwater infiltration to separate storm sewer systems (as defined by 40 CFR35.2005(20) as may be amended.
 - (e) Uncontaminated pumped ground water.
 - (f) Discharges from potable water sources as required for system maintenance.
 - (g) Drinking water line flushing.
 - (h) Foundation drains and pumps.
 - (i) Air conditioning condensate.
 - (j) Landscape irrigation.
 - (k) Irrigation water.
 - (l) Lawn watering.
 - (m) Uncontaminated springs.
 - (n) Water from crawl space pumps.
 - (o) Uncontaminated footing drains and pumps.
 - (p) Individual residential car washing.
 - (q) Flows from riparian habitats and wetlands.
 - (r) Dechlorinated swimming pool discharges.
 - (s) Street wash waters resulting from normal street cleaning operations.

- (t) Controlled flushing of stormwater conveyances (controlled by appropriate best management practices).
 - (u) Discharges within the constraints of a NPDES permit from the Tennessee Department of Environment and Conservation (TDEC).
 - (v) Discharges approved at the discretion of the City Engineer.
- (5) The construction, use, maintenance, or continued existence of illicit connections to the MS4 is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. A person is in violation of this title if the person connects a line conveying sewage to the MS4, or allows such connection to continue.
 - (6) The city may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the state. If the violator fails to comply with a suspension order issued in an emergency, the city may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the state, or to minimize danger to persons.
 - (7) Every person, or such person's lessee or other designee, owning or maintaining property through which the city's MS4, Public Utility and Drainage Easement, or water resource passes shall keep that part of the water resource within the property free of trash, debris, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the MS4 or water resource.
 - (8) Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illicit discharges or pollutants discharging into the MS4 or waters of the state, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence. In the event of a release of non-hazardous materials, said person shall notify the city no later than the next business day.

Sec. 23-110. - Rule-making authority.

- (1) The City Engineer shall have authority to implement this title by appropriate regulations, guidance, or other related materials. In this regard, technical, administrative, or procedural matters may be modified as needed to meet the objectives and policies defined above, so long as such modifications as to technical, administrative, or procedural matters are not contrary or beyond the intent of the objectives and policies defined above.
- (2) Documents referenced above may be updated periodically to reflect the most current and effective practices and shall be made available to the public. However, the failure to update the manual shall not relieve any applicant from the obligation to comply with the stormwater management ordinance (this title) and shall not prevent the City Engineer from imposing the most current and effective practices.
- (3) Regulations, guidance, or other related materials that may be given authority by this title may include, but are not limited to, BMP manuals, design regulations and requirements, submittal checklists, review checklists, inspection checklists, certifications, stormwater management manuals,

stormwater inspection manuals, and operation and maintenance manuals. The document(s) may include information deemed appropriate by the City Engineer, including guidance and specifications for the preparation of stormwater management plans, selecting environmentally sound practices for managing stormwater, minimum specifications and requirements, more complete definitions, and performance standards.

- (4) The above referenced documents shall not in any way require specific commercially available products. However, they may refer to performance specifications, class of devices, construction, or management practice.

Sec. 23-111. - Enforcement.

The city shall have the authority to institute appropriate actions or proceedings at law or equity for the enforcement of this title. Any court of competent jurisdiction shall have the right to issue restraining orders, temporary or permanent injunctions, and other appropriate forms of remedy or relief. Any person unlawfully polluting the waters of the state or violating or failing, neglecting, or refusing to comply with any provisions of this title as it relates to Tenn. Code Ann. § 69-3-101 et seq. (as it may be amended) commits a Class C misdemeanor. Each day of noncompliance is considered a separate offense; and nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation, including application for injunctive relief. Any of the following enforcement remedies and penalties shall be available to the city in response to violations of this title. If the person, property or facility has or is required to have a stormwater discharge permit from the TDEC, the city shall alert the appropriate state authorities of the violation.

- (1) *Notice of violation (NOV)*. Whenever designated city staff find that any person, company, or facility owning or occupying a premise has violated or is violating this title or order issued hereunder, the City Engineer, or his designee, may serve, by personal service, or by registered or certified mail, upon said person a written NOV. Within 30 days of the receipt of this notice, or shorter period as may be prescribed in the NOV, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, which shall include specific required actions, shall be submitted to the city staff. Submission of this plan shall in no way relieve liabilities for violations occurring before or after receipt of the NOV.
- (2) *Revocation of permit*. The City Engineer, or his designee, may revoke and require the return of a permit or certificate by notifying the permit holder in writing, stating the reason for the revocation. Permits or certificates shall be revoked for any substantial departure from the approved application plans, or specifications; refusal or failure to comply with the requirements of state or local law; or for false statements or misrepresentations made in securing the permit or certificate. Any permit or certificate mistakenly issued in violation of any applicable state or local law may also be revoked.
- (3) *Compliance order*. If any person, company, or facility shall violate the provisions of this title, the City Engineer, or his designee, may give notice to the owner or to any person in possession of the subject property, ordering that all unlawful conditions existing thereupon be abated within a schedule defined from the date of such notice.
 - (a) The City Engineer, or his designee, shall have the authority to establish elements of a stormwater pollution prevention plan, and to require any business to adopt and implement such a plan, as may be reasonably necessary to fulfill the purposes of this title. The City Engineer, or his designee, may establish the requirements of best management practices for any premises.

- (b) The notice and order may be given provided, that if, in the opinion of the City Engineer, or his designee, the unlawful condition is such that it is of imminent danger or peril to the public, then an authorized city representative may, without notice, proceed to abate the same, and the cost thereof shall be charged against the property. The city, as described further in this subsection, may recover the cost of such actions from the property owner.
- (4) *Civil penalties.* Any person, company, or facility who has been found to have been in violation of any provision of this title may be assessed a civil penalty not to exceed the amount presented in this subsection.
 - (a) The penalty may increase by 25 percent of the previous penalty amount for every subsequent but separate offense made by the same person, company, or facility. The penalty shall be additional to other enforcement actions of this section.
 - (b) The penalty may be assessed by the City Engineer, or his designee, for each day beyond schedules applied in compliance orders or other schedules issued to the property owner or other person responsible for unauthorized activity defined in this title.
 - (c) In determining the amount of the penalty, the City Engineer, or his designee, shall consider the following:
 - (i) The degree and extent of the harm to the natural resources, to the public health, or to the public or private property resulting from the violation;
 - (ii) The duration and gravity of the violation;
 - (iii) The effect on ground or surface water quality;
 - (iv) The cost of rectifying the damage;
 - (v) The amount of money saved by noncompliance;
 - (vi) Whether the violation was committed willfully or intentionally;
 - (vii) The cumulative effect of other enforcement actions applied for the same offense;
 - (viii) The prior record of the violator in complying or failing to comply with the stormwater quality management program; and
 - (ix) The costs of enforcement to the city.
 - (d) The maximum civil penalties shall be determined by the City Engineer, or his designee, based on the type of offense. This indicates the maximum that may be imposed for a first offense and does not reflect the increases described above for repeat offenses.
 - (i) *Development without permit—\$10,000.00.* To engage in any development, use, construction, remodeling, or other activity of any nature upon land or improvements thereon subject to the jurisdiction of this title without all required permits, certificates, or other forms of authorization as set forth in this title.
 - (ii) *Development inconsistent with permit—\$5,000.00.* To engage in any development, use, construction, remodeling, or other activity of any nature in any way inconsistent with any approved plan, permit, certificate, or other form of authorization granted for such activity.
 - (iii) *Violation by act or omission—\$5,000.00.* To violate, by act or omission, any term, variance, modification, condition, or qualification placed by the city or its agent departments upon

any required permit, certificate, or other form of authorization of the use, development, or other activity upon land or improvements thereon.

- (iv) *Illicit discharge—\$5,000.00.* Any person, company, or facility who is found to have improperly disposed of any substance that is not defined in section 23-110 of this title or causes the city to be in noncompliance with any applicable environmental permit.
- (v) *Household products—\$500.00.* Any person, company, or facility who is found to have improperly disposed of any substance not included in section 23-109 of this title that was purchased over-the-counter for household use, in quantities considered normal for household purposes, which, upon discharge to the MS4 or drainage network, would have an adverse impact on water quality or cause the city to be in noncompliance with any applicable environmental permit.
- (e) In the event there are penalties assessed by TDEC against the city caused by any person, company, or facility, said person, company, or facility shall be assessed the equivalent amount of civil penalty. This shall include, but is not limited to, penalties for improper disposal or illegal dumping, or illicit connection into the MS4.
- (5) *Stop work order.* Any person, company, or facility who has been found to have been in violation of any provision of this title may be issued a stop work order. This shall be an order requiring the entity in violation to cease any and all work associated with a grading, building, or stormwater permit issued by the city. Work to correct or rectify the violation may be allowed. This order is to be in place until all violations have been corrected in their entirety.
- (6) *Order to clean and abate/restore.* Any violator may be required to clean and/or restore land to its condition prior to the violation.
- (7) *Cost recovery.* If corrective action, including maintenance delinquency, is not taken in the time specified or within a reasonable time if no time is specified, the city may take the corrective action, and the cost of the corrective action shall be the responsibility of the owner and the developer. The cost of the abatement and restoration shall be borne by the owner of the property and the cost therefore shall be invoiced to the owner of the property. If the invoice is not paid within 90 days, the city shall have the authority to place a lien upon and against the property. If the lien is not satisfied within 90 days, the city is authorized to take all legal measures as are available to enforce the lien as a judgment, including, without limitation, enforcing the lien in an action brought for a monetary judgment, by delivery to the assessor or a special assessment against the property.
- (8) *Injunctions and/or proceedings at law or in equity.* Any violation of this title or of any condition, order, requirement, or remedy adopted pursuant hereto may be restrained, corrected, abated, mandated, or enjoined by other appropriate proceeding pursuant to state law.
- (9) *Fee or utility credit revocation.* This enforcement tool is intended to be available or used if there are, at any time, provisions for a funding mechanism managed by the city. This enforcement tool permits that credits or other measures to reduce fees or utility charges may be revoked, in full or in part, if any provision of this title, or given authority per section 23-110 of this title, is violated.
- (10) *Civil actions.* In addition to any other remedies provided in this title, any violation of this title may be enforced by civil action brought by the city attorney. Monies recovered under this subsection shall be paid to the city to be used exclusively for costs associated with implementing or enforcing the provisions of this title. In any such action, the city may seek, as appropriate, any or all of the following remedies:

- (a) A temporary and/or permanent injunction;
 - (b) Assessment of the violator for the costs of any investigation, inspection, or monitoring survey which leads to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;
 - (c) Costs incurred in removing, correcting, or terminating the adverse effects resulting from the violation; and/or
 - (d) Compensatory damages for loss or destruction to water quality, wildlife, fish, and aquatic life.
- (11) *Emergency orders and abatements.* The City Engineer, or his designee, may order the abatement of any discharge from any source to the stormwater conveyance system when, in the opinion of the City Engineer, or his designee, the discharge causes or threatens to cause a condition which presents an imminent danger to the public health, safety, or welfare, or the environment, or a violation of a NPDES permit. In emergency situations where the property owner or other responsible party is unavailable and time constraints are such that service of a notice and order to abate cannot be effected without presenting an immediate danger to the public health, safety, or welfare, or the environment or a violation of a NPDES permit, the city may perform or cause to be performed such work as shall be necessary to abate said threat or danger. The costs of any such abatement shall be borne by the owner and shall be collectable in accordance with the provisions of this subsection.
- (12) *Appeals.* Upon issuance of a citation or notice of violation of this stormwater management ordinance (this title), it shall be conclusive and final unless the accused violator submits a written notice of appeal to the City Engineer within ten days of the violation notice being served. If the City Engineer does not issue a decision within ten days of the written notice of appeal then the violation is considered upheld. If the City Engineer does not reverse the decision or if the violation is considered upheld, the aggrieved party may appeal to the stormwater appeals board by filing a written request for hearing within 30 days of the City Engineer's decision on the appeal. The request for hearing shall state the specific reasons why the decision of the City Engineer is alleged to be in error, and shall be accompanied by a payment in the amount of \$750.00 to cover the cost of court reporters, transcripts, plan reviews, and other administrative costs associated with the appeal. In the event the stormwater appeals board overturns the decision of the City Engineer, this payment may be refunded to the appellant.

Sec. 23-112. - Severability.

- (1) Should any article, section, subsection, clause, or provision of this comprehensive stormwater management ordinance (this title) be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the title as a whole or any part thereof other than the part declared to be unconstitutional or invalid, each article, section clause and provision being declared severable.
- (2) If any provisions of this title and any other provisions of law impose overlapping or contradictory regulations, or contain any restrictions covering any of the same subject matter, that provision which is more restrictive or imposes higher standards or requirements shall govern.

CHAPTER 2. - STORMWATER USER FEE

Sec. 23-201. - Definitions.

For the purpose of this chapter, the following definitions shall apply; words used in the singular shall include the plural, and the plural, the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined herein shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

- (1) *Bonds* means revenue bonds, notes, loans, or any other debt obligations issued or incurred to finance the costs of construction.
- (2) *Calendar year* means a 12-month period commencing on the first day of January of any year.
- (3) *City Engineer* refers to the City of Franklin City Engineer who has the authority to delegate to designated staff.
- (4) *Costs of construction* means costs reasonably incurred in connection with providing capital improvements to the system or any portion thereof, including, but not limited to, the costs of:
 - (a) Acquisition of all property, real or personal, and all interests in connection therewith including all rights-of-way and easements thereof;
 - (b) Physical construction, installation, and testing, including the costs of labor, services, materials, supplies, and construction services used in connection therewith;
 - (c) Architectural, engineering, legal, and other professional services;
 - (d) Insurance premiums taken out and maintained during construction, to the extent not paid for by a contractor for construction and installation;
 - (e) Any taxes or other charges which become due during construction;
 - (f) Expenses incurred by the city or on its behalf with its approval in seeking to enforce any remedy against any contractor or sub-contractor in respect of any default under a contract relating to construction;
 - (g) Principal of and interest of any bonds; and
 - (h) Miscellaneous expenses incidental thereto.
- (5) *Debt service* means, with respect to any particular calendar year and any particular series of bonds, an amount equal to the sum of (i) all interest payable on such bonds during such calendar year, plus (ii) any principal installments of such bonds during such calendar year.
- (6) *Developed property* means real property other than undisturbed property and vacant improved property.
- (7) *Dwelling unit* means a singular unit or apartment providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.
- (8) *Equivalent residential unit* or ERU means the average impervious area of residential developed property per dwelling unit located within the city and as established by the board.
- (9) *ERU rate* means a utility fee charged on each ERU as established by the board.
- (10) *Exempt property* means public rights-of-way, public streets, public alleys, and public sidewalks.
- (11) *Extension and replacement* means costs of extensions, additions, and capital improvements to, or the renewal and replacement of capital assets of, or purchasing and installing new equipment

for, the system, or land acquisitions for the system and any related costs thereto, or paying extraordinary maintenance and repair, including the costs of construction, or any other expenses which are not costs of operation and maintenance or debt service.

- (12) *Impervious area* means the number of square feet of hard surfaced areas which either prevent or retard the entry of water into soil mantle, as it entered under natural conditions as undisturbed property, and/or causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions as undisturbed property, including, but not limited to, roofs, roof extensions, patios, porches, driveway, sidewalks, pavement, and athletic courts.
- (13) *Nonresidential developed property* means developed property that is not utilized for dwelling units within the city.
- (14) *Operating budget* means the annual operating budget adopted by the city for the succeeding fiscal year.
- (15) *Operations and maintenance* means the current expenses, paid or accrued, of operation, maintenance, and current repair of the system, as calculated in accordance with sound accounting practice, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses, labor, executive compensation, and cost of materials and supplies used for current operations, and charges for the accumulation of appropriate reserves for current expenses not annually incurred, but which are such as may reasonably be expected to be incurred in accordance with sound accounting practice.
- (16) *Revenues* mean all rates, fees, assessments, rentals or other charges or other income received by the stormwater user fee fund, in connection with the management and operation of the system, including amounts received from the investment or deposit of moneys in any fund or account and any amounts contributed by the city, all as calculated in accordance with sound accounting practice.
- (17) *Stormwater management system or system* means the existing stormwater management of the city and all improvements thereto which by this chapter are constituted as the property and responsibility of the city, to be operated as an enterprise fund to, among other things, conserve water, control discharges necessitated by rainfall events, incorporate methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quality and quantity of discharge from such system.
- (18) *Stormwater user fee* means a fee authorized by ordinance(s) established to pay operations and maintenance, extension and replacement, and debt service.
- (19) *Stormwater user fee fund* means the enterprise fund created by this chapter to operate, maintain, and improve the system and for such other purposes as stated in this chapter.
- (20) *Undisturbed property* means real property which has not been altered from its natural state by dredging, filling, removal of trees and vegetation, or other activities which have disturbed or altered the topography or soils on the property.
- (21) *User fee district* means the area or property within the corporate limits of the City of Franklin.
- (22) *Vacant improved property* means vacant property which is, or could reasonably be, served by any subdivision improvements that allow egress.

Sec. 23-202. - Fee established.

Subject to the provisions of this chapter, each and every residential developed property, nonresidential developed property and vacant improved property, other than exempt property, within the corporate limits of the city, and the owners and non-owner users thereof, have imposed upon them a stormwater user fee. In the event the owner and non-owner users of a particular property are not the same, the liability for each the owner and non-owner user for the stormwater user fee attributable to that property shall be joint and several. The stormwater user fee shall be a monthly or a regular interval service charge and shall be determined by the provisions of this chapter and the ERU and ERU rate which shall be established and changed from time to time by the board of mayor and aldermen.

Sec. 23-203. - Stormwater user fee collection.

The stormwater user fee for metered property shall be billed and collected monthly with the monthly city's utility services bill for those properties within the corporate limits of the city utilizing the city utilities and billed and collected separately as stormwater user fees for those properties not utilizing other city utilities. All such bills for stormwater user fees shall be rendered monthly by the utilities department. The stormwater user fee for those properties utilizing city utilities is part of a consolidated statement for utility customers, which is generally paid by a single payment. In the event that a partial payment is received, the payment shall be applied pro-rata to each account billed on the consolidated statement in the proportion that an individual account bears to the total consolidated statement of all current charges for all accounts. The stormwater user fee for unmetered property shall be billed at regular intervals. All bills for stormwater user fees shall become due and payable in accordance with the rules and regulations of the utilities department pertaining to the collection of the stormwater user fees.

Sec. 23-204. - Stormwater user fee determination.

There is hereby established the following uniform schedule of rates for the services and use of facilities of the stormwater management system by the owner, tenant, or occupant of the premises using the services and facilities of said system:

- (a) The board of mayor and aldermen, upon recommendation of the City Engineer, shall, by resolution, establish reasonable rates for the use of the system for each single-family residence: each single-family residence shall be billed at a flat fee established by the board of mayor and aldermen for an equivalent residential unit (ERU).
- (b) Parcels which are undeveloped shall be assessed a stormwater user fee. The bill shall be determined by dividing the total land area of the property, in square feet, by the area of an equivalent residential unit times a correction factor. The correction factor shall be based on the relative volume of runoff from an undeveloped property and that of a typical single-family residence, under typical hydrologic conditions.
- (c) For all nonresidential properties, that is enterprise, business establishment, building, or other occupancy not covered by subsections (a) and (b) of this section, the ERU rate shall be computed based on the total impervious area of the property divided by the average impervious area of an ERU times the rate established for an ERU. The billing amount shall be updated by the City Engineer based on any additions to the impervious areas as approved through the building permit process.
- (d) Users whose stormwater runoff is not discharged into or through the stormwater and/or flood control facilities of the city shall be exempt from paying the stormwater user fee.

- (e) Users who construct, or have constructed, facilities to retain and control the quantity and/or quality of stormwater runoff from their property may be entitled to a reduction or adjustment of the stormwater user fee due, based upon reasonable criteria developed by the City Engineer.
- (f) Any person who disagrees with the calculation of the stormwater user fee's determination by the City Engineer or who seeks adjustments or exemption of his stormwater user fee, may appeal such determination to the City Engineer. An appeal shall be accompanied by a fee as specified in appendix A—Comprehensive fees and penalties, chapter 23—Stormwater management ordinance, filed in writing and include a written statement of the grounds for the appeal, with reference to the Franklin Stormwater Management Credit and Appeal Manual or other appropriate documents available from the engineering department. The City Engineer will review the appeal and render a decision within 30 days. The City Engineer's decision shall be in writing and mailed, certified return receipt requested, or hand-delivered to the address of the applicant contained in the appeal. In response to an appeal, the City Engineer may adjust the stormwater user fee applicable to a property in conformance with the general purpose and intent of this title.

Sec. 23-205. - Equivalent residential unit (ERU) established.

The equivalent residential unit is hereby established to be 3,350 square feet of impervious area.

Sec. 23-206. - Equivalent residential unit (ERU) rate and tiers established.

- (1) *Intent.* The board of mayor and aldermen intends to establish a base ERU rate and tiers of residential properties so that application of the ERU rate and tiers as established leads to a fair and equitable result and such that the collection of fees shall be proportional to the amount of actual use of the stormwater management system. The fee structure reflects different categories of use and tiers using commonly accepted statistical principles to achieve such equitable results.
- (2) *ERU rate established.* The ERU rate to be charged for the stormwater user fee for each ERU is as specified in appendix A—Comprehensive fees and penalties, chapter 23—Stormwater management ordinance.
 - (a) *Two tier residential ERU established.* Residential properties will be separated into two tiers: residential units smaller than or equal to 3,350 square feet will pay 75 percent of the ERU rate per month and residential units larger than 3,350 square feet will pay 120 percent of the ERU rate per month.
 - (b) *Non-residential properties established.* Non-residential properties will pay monthly the ERU rate times the actual square footage of impervious area divided by the ERU.

Sec. 23-207. - Undisturbed property correction factor established.

The undisturbed property correction factor to be used to calculate the stormwater user fee for each acre of undisturbed property is hereby established to be zero percent.

CHAPTER 3. - STORMWATER APPEALS BOARD

Sec. 23-301. - Established.

There is hereby established a board of seven members to be known as the "stormwater appeals board" (SAB).

Sec. 23-302. - Composition; terms; filling vacancies.

- (1) The seven members of this board shall be appointed by the mayor, subject to the approval of the board of mayor and aldermen. The mayor shall appoint members with the following qualifications: one (1) environmental engineer or environmental scientist, one attorney, one person employed or retired from an industrial or commercial establishment regulated by this article [title], and one person that is a member of an organized neighborhood organization or environmental group. At least one member of the SAB shall be a current member of the board of mayor and aldermen.
- (2) The members shall meet all requirements of the Franklin Municipal Code. All members shall serve until their successor is appointed. In the event of a vacancy, the mayor shall appoint a member to fill the unexpired term subject to approval by the board of mayor and aldermen. The SAB shall select its own chair and vice chair. All officers shall serve for terms of two years.

Sec. 23-303. - General duties of the SAB.

In addition to any other duty or responsibility otherwise conferred upon the SAB by this title, the SAB shall have the duty and power as follows:

- (1) To recommend from time to time to the board of mayor and aldermen that it amend or modify the provisions of this title;
- (2) To hold hearings upon appeals from orders or actions of the City Engineer, or his designees, as may be provided under any provision of this title relating to stormwater;
- (3) To hold hearings relating to the suspension, revocation, or modification of a stormwater management and/or grading permit and issue appropriate orders relating thereto;
- (4) To hold hearings relating to an appeal from a user concerning the accuracy of any fees imposed upon a stormwater management system user;
- (5) To hold such other hearings as may be required in the administration of this title and to make such determinations and issue such orders as may be necessary to effectuate the purposes of this title;
- (6) To request assistance from any officer, agent, or employee of the city or the Franklin Municipal Planning Commission and to obtain such information or other assistance as the SAB might need;
- (7) The SAB acting through its chair shall have the power to issue subpoenas requiring attendance and testimony of witnesses and the production of documentary evidence relevant to any matter properly heard by the SAB; and
- (8) The chair, vice chair or chair pro tem shall be authorized to administer oaths to those persons giving testimony before the SAB.

Sec. 23-304. - Variances.

- (1) The SAB may grant a variance from the requirements in this title, provided to do so would not result in the violation of any state or federal law or regulation and if exceptional circumstances applicable to the site exist such that strict adherence to the provisions of this title will result in unnecessary hardship and will not result in a condition contrary to the intent of the title.

- (2) The appellant shall submit a written request containing specific justifications, and any other information necessary to the City Engineer for the variance request. The City Engineer shall conduct a review of the request for a variance within 25 working days after receipt and may either support the petition or may object to the petition. The City Engineer may require additional information or an independent third party study or design analysis. If the City Engineer objects to the variance, the reasons therefore shall be stated. If the petition for variance is supported by the City Engineer no action shall be required by the SAB. Petitions for variances that are objected to by the City Engineer shall be heard by the SAB. Once the City Engineer's review is complete or the 25 working days for review have expired, the petition shall be subject to SAB action at the next regularly scheduled meeting or at a special meeting called at the discretion of the chair if needed.
- (3) Variance requests shall be reviewed by the City Engineer and/or SAB and may be granted using the following criteria:
- (a) Those projects or activities where it can be demonstrated that strict compliance with the ordinance would result in practical difficulty. Each of the following criteria must be satisfied to show practical difficulty:
 - i. The problem is not self-created.
 - ii. The situation of the landowner is due to the unique conditions of the property. A unique condition is a condition that is peculiar to the subject property that relates to a physical aspect of the subject property.
 - iii. Compliance with the strict letter of the restrictions governing physical requirements such as lot area, setbacks, and lot coverage unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome.
 - (b) Those projects or activities serving a public need where no feasible alternative is available.
 - (c) The repair and maintenance of public improvements where avoidance and minimization of adverse impacts to water resources have been addressed.
 - (d) Other considerations, such as:
 - i. The proximity of the facility to a waterfront location, in the case of a functionally dependent facility.
 - ii. The relationship of the proposed use to the Franklin Zoning Ordinance, comprehensive land use plan, and master drainage plans for that area.
 - iii. The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - iv. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
 - v. Whether issuance of a variance is the minimum necessary so as not to destroy the character and design of a historic building or feature.
 - (e) In approving a variance, the City Engineer and/or SAB may impose conditions on the approval. The conditions shall be identified in the variance approval.
 - (f) The decisions of the SAB shall be final and conclusive.

- (4) Effect of a variance. The issuance of a variance shall authorize only the particular variation that is approved. A variance, including any conditions, shall run with the land and shall not be affected by a change in ownership.
- (5) Subsequent development. Development authorized by the variance shall not be carried out until the applicant has secured all other approvals required by this title or any other applicable local, state, or federal law or regulation. A variance shall not ensure that the development feature approved as a variance shall receive subsequent approval for other applications for development approval unless the relevant and applicable portions of this title's other applicable provisions are met.
- (6) Time limit. Unless otherwise specified in the variance, an application for a stormwater and/or grading permit shall be applied for and approved within one year of the date of the variance approval; the City Engineer shall have the authority to extend this time limit for one year as long as significant changes have not occurred in site design or water quality impacts. Following the expiration of these dates the variance shall become invalid. Permitted time frames do not change with successive owners.

Sec. 23-305. - Meetings; quorum.

- (1) The SAB shall hold regular monthly meetings as needed, but no less than twice per calendar year, and such special meetings as the SAB may find necessary.
- (2) Four members of the SAB shall constitute a quorum. A concurring vote of a majority of the voting members present shall be necessary to deny or grant any appeal or variance.
- (3) The SAB meetings, deliberations, and records shall be open to the public. The SAB may elect to provide for public comment on relevant issues.

Sec. 23-306. - Hearing procedure; judicial review.

- (1) *When to be held.* The SAB shall schedule an adjudicatory hearing to resolve disputed questions of fact and law whenever provided by any provision of this title or regulations.
- (2) *Record of hearing.* At any such hearing, all testimony presented shall be under oath or upon solemn affirmation in lieu of oath. The SAB shall make a record of such hearing, but the same need not be a verbatim record. Any party coming before the SAB shall have the right to have such hearing recorded stenographically, but in such event the record need not be transcribed unless any party seeks judicial review of the order or action of the SAB by common law writ of certiorari, and in such event the parties seeking such judicial review shall pay for the transcription and provide the SAB with the original of the transcript so that it may be certified to court.
- (3) *Subpoenas.* The chair may issue subpoenas requiring attendance and testimony of witnesses or the production of evidence, or both. A request for issuance of a subpoena shall be made by lodging with the chair at least ten days prior to the scheduled hearing date a written request for a subpoena setting forth the name and address of the party to be subpoenaed and identifying any evidence to be produced. Upon endorsement of a subpoena by the chair, the same shall be delivered to the chief of police for service by any police officer of the city, if the witness resides within the city. If the witness does not reside in the city, the chair shall issue a written request that the witness attend the hearing.
- (4) *Hearing procedure.* The party at such hearing bearing the affirmative burden of proof shall first call his witnesses, to be followed by witnesses called by other parties, to be followed by witnesses that the SAB may desire to call. Rebuttal witnesses shall be called in the same order. The chair shall rule on any evidentiary questions arising during such hearing and shall make such other rulings as may be

necessary or advisable to facilitate an orderly hearing subject to approval of the SAB. The SAB, the City Engineer, or his designee, and all parties shall have the right to examine the witness. The SAB shall not be bound by or limited to rules of evidence applicable to legal procedures.

- (5) *Appeal to City Engineer's order.* Any person aggrieved by any order or determination of the City Engineer may appeal said order or determination to the SAB and have such order or determination reviewed by the SAB under the provisions of this title. The appellant shall have 30 days to petition the SAB in order to appeal the City Engineer's decision. A written notice of appeal shall be filed with the City Engineer, and such notice shall set forth with particularity the action or inaction of the City Engineer complained of and the relief sought by the person filing said appeal. A payment of \$750.00 shall accompany this appeal, and the payment shall cover the cost of court reporters, transcripts, plan reviews, and other administrative costs associated with the appeal, and may be refunded to the appellant by the SAB in the event the decision of the City Engineer is overturned. A special meeting of the SAB may be called by the chair upon the filing of such appeal, and the SAB may in its discretion suspend the operation of the order or determination of the City Engineer until such time as the SAB has acted upon the appeal.
- (6) *Absence of chair.* The vice-chair or the chair pro tem shall possess all the authority delegated to the chair by this section when action in his/her absence or in his/her stead is required.
- (7) *Review of SAB's decision.* Any person aggrieved by any final order of determination of the SAB hereunder shall have judicial review by common law writ of certiorari.

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 requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
ERIC S. STUCKEY
City Administrator/Recorder

BY: _____
DR. KEN MOORE
Mayor

PASSED FIRST READING:

PUBLIC HEARING:

PASSED SECOND READING:

Approved as to Form:

Shauna R. Billingsley, City Attorney

ORDINANCE 2017-41

Formatted: Font: +Body (Calibri)

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 23 OF THE CITY OF FRANKLIN MUNICIPAL CODE TO REVISE DEFINITIONS, CLARIFY REQUIREMENTS, AND TO CORRECT GRAMMATICAL AND TYPOGRAPHICAL ERRORS."

Formatted: Indent: Left: 0"

WHEREAS, for the purpose of 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

Formatted: Justified

WHEREAS, the Board of Mayor and Alderman desires to prescribe regulations and standards to manage Stormwater runoff within the City to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4) and the Tennessee Water Quality Control Act of 1977 as amended; and

Deleted: in order to

Formatted: Font: +Body (Calibri)

WHEREAS, the City of Franklin's stormwater program meets the minimum standards of the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities; and

WHEREAS, the State of Tennessee has approved the City to participate as a Qualified Local Program allowing the City to administer the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities; and

Deleted: T

Formatted: Font: +Body (Calibri)

WHEREAS, the Board of Mayor and Aldermen desire to clarify certain subsections of this Title and correct grammatical and typographical errors.

NOW, THEREFORE:

SECTION I: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 23 – Stormwater Management Ordinance of the Franklin Municipal Code is hereby amended to read as follows:

Formatted: Justified

TITLE 23 - STORMWATER MANAGEMENT

Formatted: Font: +Body (Calibri)

CHAPTER 1. - STORMWATER MANAGEMENT

Deleted: ORDINANCE

Sec. 23-101. - Title and purpose.

Formatted: Font: 11 pt

Formatted: Font: 11 pt

This title shall be known as the "Stormwater Management" for the City of Franklin, Tennessee.

Formatted: Font: +Body (Calibri), 11 pt

It is the purpose of this chapter to:

Deleted: Ordinance

(a) Protect, maintain, and enhance the environment of the City of Franklin, Tennessee and the public health, safety and the general welfare of the citizens, by controlling discharges of

Pollutants to the City's stormwater system and to maintain and improve the quality of the receiving water resources into which the stormwater outfalls flow.

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri), 11 pt

(b) Enable the City of Franklin, Tennessee to comply with the NPDES Permit and applicable regulations for Stormwater discharges.

(c) Manage the manner in which stormwater is addressed in areas of new development, and redevelopment through the course of construction and post-construction to maintain or benefit water quantity, water quality and the effects on the quality of life and character of the City of Franklin, Tennessee. This ordinance sets general policy, minimum requirements and standards, and Stormwater management program direction and is supported and enforced through other more detailed regulations, design criteria, and other accepted materials

Sec. 23-102. - Jurisdiction.

(1) This chapter shall govern all properties within the corporate limits of the City of Franklin, Tennessee.

(2) Exemptions:

(a) Agricultural land management activities shall be exempt from the provisions of this chapter.

(b) Any development or redevelopment which meets all of the following conditions, shall be exempt from having to obtain a stormwater permit and grading permit and shall be exempt from having to comply with riparian buffer, peak runoff control and green infrastructure - runoff reduction requirements of this article [title] unless otherwise determined by the City Engineer. All other requirements set forth in Title 23 shall apply:

(i) Involves less than 10,000 square feet of land disturbance.

(ii) Involves less than 5,000 square feet of additional or modified existing impervious surface.

(iii) Development that is not part of a larger common development or contiguous properties that may have been subdivided.

(c) Lots classified as critical lots as defined in the city's zoning ordinance and development in critical areas are not exempt from the requirements of this chapter.

Sec. 23-103. - Definitions.

For the purpose of this chapter, unless specifically defined below, words or phrases shall be interpreted so as to give them the meaning they have in common usage and to give this article [title] its most effective application. Words in the singular shall include the plural, and words in the plural shall include the singular. Words used in the present tense shall include the future tense. The word "shall" connotes mandatory and not discretionary; the word "may" is permissive. The following definitions shall apply in the interpretation of this Title and in any regulations promulgated hereunder, unless specifically stated otherwise:

(1) Active construction sites. Any site that has a permit for grading, stormwater or other activities (even if actual construction is not proceeding) and any site where construction is occurring regardless of permits required.

(2) Agriculture. means:

(a) The land, buildings and machinery used in the commercial production of farm products and nursery stock.

Deleted: This title is intended to manage the manner in which stormwater is addressed in areas of new development, and redevelopment through the course of construction and post-construction to maintain or benefit water quantity, water quality and the effects on the quality of life and character of the City of Franklin, Tennessee. This title sets general policy, minimum requirements and standards, and stormwater management program direction and is supported and enforced through other more detailed regulations, design criteria, and other accepted materials. ¶

Formatted: Font: 11 pt

Deleted: stormwater management ordinance (title 23)

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Deleted: article [title]

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: article [title]

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Deleted: title

Formatted: Font: +Body (Calibri), 11 pt

Deleted: (1) . 100-year flood event. See "Base flood." ¶
(2) . Active channel. The portion of the stream channel that is subject to frequent flows (approximately once every two years) and the portion of the channel below the floodway. ¶

Deleted: 3

- (b) The activity carried on in connection with the commercial production of farm products and nursery stock.
- (c) Recreational and educational activities on land used for the commercial production of farm products and nursery stock.
- (i) As used in this definition of Agriculture, the term "farm products" means forage and sod crops; grains and feed crop; dairy and dairy products; poultry and poultry products; livestock, including breeding and grazing; fruits; vegetables; flowers; seeds; grasses; forestry products; fish and other aquatic animals used for food; bees; equine; and all other plants and animals that produce food, feed, fiber or fur.
- (ii) As used in this definition of Agriculture, the term "nursery stock" means all trees, shrubs, or other plants, grown or kept for, or capable of, propagation, distribution or sale on a commercial basis.(3)
- (3) Appeal. A request for a review of the City Engineer's interpretation of any provision of these regulations.
- (4) Best management practice or BMP. Practices or a combination of practices that are the most effective and practicable (including technological, economic, and institutional considerations) means of controlling pollutants at levels compatible with environmental quality goals. This includes schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce pollution of water resources. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spillage, leaks, sludge or waste disposal, or drainage from raw material storage.
- (5) Bridge. A manmade structure spanning and providing passage over a waterway to allow for the conveyance of stormwater flows. Spans of 10 feet or more are considered a bridge.
- (6) Buffer management plan. A written integrated plan outlining the utilitarian, ecological and aesthetic objectives for a specific landscape, and the landscape management practices and products that will be employed.
- (7) Building. Any structure built for support, shelter, or enclosure for any occupancy or storage.
- (8) Channel. A natural or artificial watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water. Channel flow is that water which is flowing within the limits of the defined channel.
- (9) City. The City of Franklin, Tennessee.
- (10) City Engineer. Refers to the City of Franklin, City Engineer who has the authority to delegate to designated staff.
- (11) Climax successional vegetation. The native plant community that would become established on a Site if all successional sequences were completed without interferences by man under the present environmental conditions. Natural disturbances are inherent in its development.
- (12) Compensatory cut. Excavated volume of material below the floodplain elevation required to offset fill in the floodplain.
- (13) Culvert. A manmade conveyance of stormwater flows. This may include a pipe or other constructed conveyance of less than 20 feet.

Deleted: ¶

Deleted: 4

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: (5) . *Architect.* An architect duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of building architecture. ¶

(6) . *Base flood.* The flood having a one-percent chance of being equaled or exceeded in any given year. While this statistical event may occur more frequently, it may also be known as the "100-year flood event." ¶

Deleted: 7

Deleted: (8) . *BMP treatment train.* A technique for progressively selecting various stormwater management practices to address water quality, by which groups of practices may be used to achieve a treatment goal while optimizing effectiveness, maintenance needs and space. ¶

Deleted: 9

Deleted: 20

Deleted: 10

Deleted: 11

Deleted: 12

Deleted: 13

Deleted: 14

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: 15

Deleted: 16

Deleted: 17

~~(14)~~ *Cross-drain*. A culvert used to convey flow under a road or other obstruction between channels or surface flow.

Deleted: 18

~~(15)~~ *Critical area*. A site subject to erosion or sedimentation as a result of cutting, filling, grading, or other disturbance of the soil; a site difficult to stabilize due to exposed subsoil, steep slope, extent of exposure, and other conditions.

Deleted: 19

~~(16)~~ *Critical service roads*. Designated city evacuation routes, or other access to facilitate police, fire, emergency medical services to all existing and proposed structures.

Deleted: (20) *Critical design—Storm period*. Refers to the time frame in which detention volume must be controlled with the pre-development flow volume as a maximum limit. It assumes a design period for an NRCS (formerly SCS) type II design storm. This is a watershed specific parameter that may be specified by the city engineer, but may be assumed as ten to 14 hours for small and medium watersheds (order of less than ten square miles) and ten to 18 hours for large watersheds (order of ten to 40 square miles). ¶

~~(17)~~ *Cut*. Portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to the excavated surface.

Deleted: 21

~~(18)~~ *Detention*. The temporary delay of storm runoff prior to discharge into receiving waters.

Deleted: , hospitals, or shelters

~~(19)~~ *Developer*. Any individual, firm, corporation, association, partnership, trust, or authorized agents involved in commencing proceedings to effect development of land for him/her or others.

Deleted: 22

~~(20)~~ *Development*. Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials (as defined as materials of like nature stored in whole or in part for more than six months).

Deleted: 23

~~(21)~~ *Drainage well*. A bored, drilled, driven, dug, or naturally occurring shaft or hole with a depth greater than the largest surface dimension, used to drain surface fluid, primarily storm runoff, into a subsurface or karst formation. Also known as "dry well" or "sinkhole."

Deleted: 24

~~(22)~~ *Ecological integrity*. The quality of a natural unmanaged or managed ecosystem in which the natural ecological processes are sustained, with genetic species diversity and ecosystem diversity assured for the future.

Deleted: 25

~~(23)~~ *Engineer or professional engineer*. An engineer duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of civil engineering.

Deleted: (26) *Drainage basin*. A part of the surface of the earth that is occupied by and provides surface water runoff into a stormwater management system (MS4 or waters of the state), which consists of a surface stream or a body of impounded surface water together with all tributary surface streams and bodies of impounded surface water. ¶

~~(24)~~ *EP&SC*. Erosion prevention and sediment control; see "Erosion prevention" and "Sediment control."

Deleted: 27

~~(25)~~ *Erosion*. The removal of soil particles by the action of water, wind, ice or other geological agents, whether naturally occurring or acting in conjunction with or promoted by human activities or effects.

Deleted: 28

~~(26)~~ *Erosion prevention*. Practices implemented to prevent, through shielding, binding or other mechanism(s), the suspension of soil particles, often associated with erosion prevention and sedimentation control.

Deleted: 29

~~(27)~~ *Excavation*. See "Cut."

Deleted: (30) *Erodible soils*. Soils that are likely to have high soil loss when exposed to water runoff. ¶

~~(28)~~ *Fill*. Portion of land surface or area to which soil, rock, or other materials have been or will be added; height above original ground surface after the material has been or will be added.

Deleted: 31

~~(29)~~ *Flood or flooding*. Water from a river, stream, watercourse, lake, or other body of standing water that temporarily overflows and inundates adjacent lands and which may affect other lands and activities through increased surface water levels and/or increased groundwater level.

Deleted: 32

Deleted: 33

Deleted: (EP

Deleted: 34

Deleted: (35) *Existing grade*. The slope or elevation of existing ground surface prior to cutting or filling. ¶
(36) *Existing construction*. Any structure for which the "start of construction" commenced before the effective date of these regulations. ¶

Deleted: 37

Deleted: (38) *Finished grade*. The final slope or elevation of the ground surface, after cutting or filling. ¶

Deleted: 39

(30) *Floodplain*. The relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by floodwater. For purposes of this title, the floodplain is defined as the 100-year floodplain having a one-percent chance of being equaled or exceeded in any given year.

Deleted: 40

(31) *Floodway*. That portion of the stream channel and adjacent floodplain required for the passage or conveyance of a 100-year flood discharge. The floodway boundaries are placed to limit encroachment in the floodplain so that a discharge can be conveyed through the floodplain without materially increasing (less than one foot) the water surface elevation at any point and without producing hazardous velocities or conditions. This is the area of significant depths and velocities and due consideration should be given to effects of fill, loss of cross sectional flow area, and resulting increased water surface elevations.

Deleted: 41

(32) *Functionally dependent facility*. A facility that cannot be used for its intended purpose unless it is located or carried out in proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

Deleted: (42) *Floor*. The top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles. ¶

(33) *Grading*. Any operation or occurrence by which the existing site elevations are changed; or where any ground cover, natural, or manmade, is removed; or any watercourse or body of water, either natural or manmade, is relocated on any site, thereby creating an unprotected area. This includes stripping, cutting, filling, stockpiling, or any combination thereof, and shall apply to the land in its cut or filled condition. Grading activities may only be performed with a stormwater management permit and grading permit.

Deleted: 43

Deleted: 44

(34) *Green infrastructure*. The interconnected network of natural areas and other open spaces that conserves natural ecosystem values and functions, sustains clean air and water, and provides environmental and community benefits.

Deleted: 45

Deleted: 46

Deleted: 47

(35) *Green infrastructure practices*. Management measures that are designed, built and maintained to infiltrate, evapotranspire, harvest and/or use rainwater through the use of natural hydrologic features.

Deleted: (48) *Greenway right-of-way*. Property that has been designated for use by the city in support of greenway activities. This may include, but does not require, the use of trails or walkways to provide access to the general public. A greenway that is not defined with a right-of-way may have restricted access (i.e., not accessible to the general public). ¶

(36) *Greenways*. Linear undeveloped areas linking various types of development by such facilities as bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.

(49) *Highest adjacent grade*. The highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure. ¶

(37) *Hot spot*. An area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. Examples include, but are not limited to, operations producing concrete or asphalt, auto repair shops, auto supply shops, large commercial parking areas and restaurants.

(50) *Historic structure designation*. Any structure that is listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historical district or a district preliminarily determined by the secretary to qualify as a registered historic district; or listed individually on a state or local inventory of historic places which have been approved by the Secretary of the Interior. ¶

(38) *Illicit connections*. Any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the MS4, including, but not limited to, any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the MS4 and any connections to the MS4 from indoor drains and sinks. Any drain or conveyance connected from a commercial or industrial land use to the MS4 which has not been documented in plans, maps, or equivalent records and approved by the city.

Deleted: 51

Deleted: 52

Deleted: 53

(39) *Illicit discharge*. Any discharge that is not entirely composed of stormwater, except discharges authorized under an NDPES permit (other than the NPDES permit for discharges from the MS4) and discharges resulting from firefighting activities.

Deleted: to a municipal separate storm sewer system (MS4)

(40) Impaired waters. Any segment of surface waters that has been identified by the Tennessee Department of Environment and Conservation (TDEC) as failing to support classified uses. The TDEC periodically compiles a list of such waters known as the "303(d) List".

Deleted: 54

(41) Impervious surface. A term applied to any ground or structural surface that water cannot penetrate or through which water penetrates with great difficulty.

Deleted: 55

(42) Invasive exotic plants. Plants that have been introduced from other regions and compete so successfully against natives plants that they can crowd out their competitors, thus providing a monoculture that discourages the growth of native plant species.

Deleted: 56

(43) Land disturbance. Any tilling, digging, grading, excavating, turning, or removal of soil, grubbing, cutting, clearing, or other removal of vegetation shall also be considered land disturbance.

Deleted: (57) *Landscape architect.* A landscape architect duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of landscape architecture. ¶

(44) Land surveyor. A land surveyor duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of land surveying.

Deleted: 58

(45) Limited areas. Areas as defined by the City Engineer that stormwater practices may be applied in which there are no other feasible opportunities or areas of application.

Deleted: 59

Deleted: city engineer

(46) Long-term maintenance agreement or maintenance agreement. A document recorded in the land records that acts as a property deed restriction, and which provides for long-term maintenance of stormwater management practices.

Formatted: Font: +Body (Calibri), 11 pt

Deleted: 60

(47) Maintenance. Any activity that is necessary to keep a stormwater facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a stormwater facility if reconstruction is needed in order to restore the facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the stormwater facility.

Deleted: 61

(48) Master plan. Any study or plan prepared by or accepted by the City of Franklin that identifies solutions to water quantity or quality problems. Also known as basin study or plan, flood management study or plan or water quality management study or plan.

Deleted: 62

(49) Modified Existing Impervious Area. Any existing impervious area, which is included with a sites limits of disturbance as part of a newly proposed development or redevelopment, in which land disturbance is intended to occur.

(50) Municipal separate storm sewer system (MS4). A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) that are:

Deleted: 63

- a. Owned or operated by a state, city, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or a designated and approved management agency under section 208 of the Clean Water Act (CWA) that discharges to waters of the state:
- b. Designed or used for collecting or conveying stormwater;
- c. Which is not a combined sewer;
- d. Which is not part of a publicly owned treatment works (POTW) as defined at 40 CFR 122.2.

(51) Native vegetation. The normal vegetation that grows or would reestablish normally after a disturbance. This does not include invasive exotic plants.

Deleted: 64

(52) New construction. Structures for which the "start of construction" commenced on or after the effective date of these regulations. The term also includes any subsequent improvements to such structures.

Deleted: (65) *Natural ground surface.* The ground surface in its original state before any grading, excavating, or filling. ¶

(53) National Pollution Discharge Elimination System (NPDES) MS4 Phase II program. A comprehensive program to manage the quality of stormwater discharged from the MS4 of small communities.

Deleted: 66

Deleted: 67

(54) Notice of Coverage or NOC. Notice from the City to the initial site-wide primary permittee informing the applicant that the NOI, the SWPPP and application fee were received and accepted, and stormwater discharges from a specified area of a construction activity have been approved under the State of Tennessee's General NPDES Permit for Discharges of Stormwater associated with construction activity.

(55) Notice of Intent. A notice given to the City's Engineering department to obtain coverage by the State of Tennessee's General NPDES Permit for discharges of stormwater associated with construction activities.

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

(56) Notice of Termination. A notice given to the City's Engineering Department to terminate a stormwater and Grading permit and terminate coverage by the State of Tennessee's General NPDES Permit for discharges of stormwater associated with construction activities.

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: d

Formatted: Font: +Body (Calibri), 11 pt

(57) One hundred-year flood or 100 year flood event. A flood that has an average frequency of occurrence of once in 100 years, determined from an analysis of floods on a particular watercourse and other watercourses in the same general region. Statistically, it has a one-percent chance of occurring in any given year.

Deleted: (68) *Notice of termination.* A notice given to the city's engineering department to terminate a stormwater and grading permit by a site owner or operator. ¶

(69) *Notice of transfer.* A notice given to the city's engineering department to transfer a stormwater and grading permit by a site owner or operator to a new site owner or operator. ¶

(70) *NRCS.* National Resources Conservation Service.

(58) Operator. As used in this title, operator shall be as defined by the State of Tennessee's Construction General Permit.

Deleted: 71

(59) Passive recreation. Recreation activities that require limited physical exertion on behalf of the participant. Examples of passive recreation activities include bird watching, walking or photography.

Deleted: See "Base flood" and "100-year flood event."

(60) Peak runoff. The maximum instantaneous rate of flow of water at a particular point resulting from a storm event.

Deleted: 72

Deleted: 73

(61) Pollutant. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to, paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded and abandoned objects, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes, wastes and residues that result from constructing a building or structure; sediment; and noxious or offensive matter of any kind.

Deleted: 74

Deleted: 75

(62) Permittee. Any person, firm, or any other legal entity to which a site disturbance, grading, stormwater, building or other related permit is issued in accordance with City of Franklin regulations.

Deleted: 76

(63) Qualified hydrologic professional or QHP. A person who is duly registered, licensed or otherwise authorized by the State of Tennessee to perform hydrologic determinations and is certified as a Tennessee Qualified Hydrologic Professional.

Deleted: (77) PUD. Planned unit development

Deleted: 78

(64) Qualified local program or QLP. A stormwater management program for discharges associated with construction activity that has been formally approved by the State of Tennessee as having met specific minimum program requirements, including those identified in 40 CFR § 122.44(s). The intent of the QLP is to establish a streamlined and efficient process for managing discharges of stormwater associated with construction activities by eliminating duplication of the effort between the permittee and the State.

Formatted: Font: +Body (Calibri), 11 pt, Italic

Formatted: Font: +Body (Calibri), 11 pt

(65) Redevelopment. The alteration of developed land that adds 5,000 square feet of impervious surface area or more, or offers a new opportunity for stormwater controls. Demolition and reconstruction is considered development and not redevelopment. Note: Redevelopment is not intended to include such activities as exterior remodeling, which would not be expected to cause adverse stormwater quality impacts.

Deleted: ¶

Deleted: 79

(65) Regional stormwater management facility. A device or management practice, typically but not always a detention or retention pond, with a tributary area with more than one development site. This may be multiple homogeneous land use areas or an area of various land uses.

Deleted: 80

(66) Retention. The prevention of storm runoff from direct discharge into receiving waters. Examples include systems which discharge through percolation, exfiltration, filtered bleed-down and evaporation processes.

Deleted: 81

(67) Riparian buffer. An undisturbed area, measured from top of bank of the water resource, which consists of a riparian zone comprised of native vegetation, original or re-established, bordering streams, seeps, springs, wetlands, sinkholes, lakes and other water resources.

Deleted: 82

(68) Riparian zone. Areas adjacent to water resources with a differing density, diversity, and productivity of plant and animal species relative to nearby uplands. This area provides a transition from an aquatic ecosystem to a terrestrial ecosystem.

Deleted: 83

(69) Sediment. Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, or gravity as a product of erosion.

Deleted: (84) SCS. Soil conservation service.

Deleted: 85

(70) Sediment control (SC). Practices implemented to manage through filtering, settling or other mechanism(s) to remove suspended particles (soil, organic or mineral) from water, often associated with erosion prevention and sedimentation control.

Deleted: 86

(71) Sensitive areas. Areas that supply critical habitat in supporting aquatic or semi-aquatic life such as streams, sinkholes, springs, wetlands, ponds, etc.

Deleted: 87

(72) Site. All contiguous land and bodies of water in one ownership, graded, proposed for grading or development as a unit, although not necessarily at one time.

Deleted: 88

(73) Slope. Degree of deviation of a surface from the horizontal, usually expressed in percent or ratio.

Deleted: 89

(74) Soil. All unconsolidated mineral and organic material of any origin that overlies bedrock and that can be readily excavated.

Deleted: 90

(75) Stabilization. The measures, vegetative and/or structural, taken that will prevent erosion from occurring.

(76) Stop work order. An order directing the developer and/or permittee responsible for the development to cease and desist all or any portion of the work which violates the provisions of this title.

(77) Stormwater. Storm event runoff, snowmelt runoff, and surface runoff and drainage.

(78) Stormwater management plan. A document that is submitted to the City Engineer, in accordance with concept plans, regulating plans, and/or site plans which shows, in detail, that a site meets the standards set forth in this title and allows the city to evaluate the environmental characteristics of the site, the potential impacts of all proposed development of the site, both present and future, on the water resources and the effectiveness and acceptability of the measures proposed for managing stormwater generated at the site.

(79) Stormwater management permit. A permit issued by the City Engineer that allows stormwater discharge into the City of Franklin's MS4 in accordance with this title.

(80) Stormwater pollution prevention plan (SWPPP). A written plan that includes site map(s), an identification of construction/contractor activities that could cause pollutants in the stormwater, and a description of measures or practices to control these pollutants. It must be prepared and approved before construction begins. In order to effectively reduce erosion and sedimentation impacts, best management practices (BMPs) must be designed, installed and maintained during land-disturbing activities. The SWPPP shall be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook or local BMP manual, whichever is more stringent and protective of waters of the state. The handbook is designed to provide information to planners, developers, engineers, and contractors on the proper selection, installation, and maintenance of BMPs. The handbook is intended for use during the design and construction of projects that require erosion and sediment controls to protect waters of the state. It also aids in the development of SWPPPs and other reports, plans, or specifications required when participating in the State of Tennessee's water quality regulations.

(81) Stream. Surface water that is not a wet-weather conveyance as determined by a qualified hydrological professional and approved by the City Engineer.

(82) Stripping. Any activity that removes or significantly disturbs the vegetative surface cover, including clearing and grubbing operations.

(83) Structure. Anything constructed or erected, the use of which requires a permanent location on or in the ground. Such construction includes but is not limited to objects such as buildings, towers, smokestacks, carports, and walls.

(84) Top of bank. The ordinary high water level and break in slope for a water resource.

(85) Tributary area. The area upstream of a specified point including all overland flow that directly or indirectly connects down-slope to the specified point.

(86) View corridors. Areas associated with formal trail systems closer than the required buffer width approved by the City Engineer with an approved buffer management plan.

(87) Water resources. Streams, seeps, springs, wetlands, sinkholes, or lakes as determined by the City Engineer. This includes waters of the State as determined by the Tennessee Department of Environment and Conservation.

Deleted: (91) *Soil engineer*. A professional engineer who is qualified, licensed and/or registered in the State of Tennessee to practice applied soil mechanics and foundation engineering. ¶

Deleted: 92

Deleted:

Deleted: 93

Deleted: 94

Deleted: 91

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: 92

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: 93

Deleted: 94

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: 95

Deleted: 96

Deleted: 97

Deleted: 98

Deleted: 99

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: 100

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

(88) *Waters of the state.* Any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or affect a junction with natural surface or underground waters.

Deleted: 101

(89) *Water quality buffer.* See "Riparian buffer."

Deleted: 102

(90) *Watershed.* All the land area that contributes runoff to a particular point along a water resource.

Deleted: 103

(91) *Waters with unavailable parameters.* Means any segment of surface water that has been identified by the Tennessee Department of Environment and Conservation as failing to support one or more classified uses. The Tennessee Department of Environment and Conservation periodically compiles a list of such waters known as the "303(d) List".

(92) *Wet weather conveyance.* Manmade or natural watercourses, including natural watercourses that have been modified by channelization, that flow only in direct response to precipitation runoff in their immediate locality, whose channels are above the groundwater table and which do not support fish and aquatic life and are not suitable for drinking water supplies, and in which hydrological and biological analysis indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow there is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months.

Deleted: 104

(93) *Wetland.* Those areas that are inundated or saturated by surface or ground water at a frequency or duration sufficient to support, and under normal circumstances do support a prevalence of vegetation typical to life in saturated soil conditions. Wetlands generally include, but are not limited to, swamps, marshes, bogs and similar areas. Wetlands are designated by federal or state organizations with this responsibility.

Deleted: 105

Sec. 23-104. - Authority.

Formatted: Font: 11 pt

(1) *Authority of departments.* The City Administrator may provide authority in part or whole to various departments for the implementation of activities pursuant to this title. This authority may include but is not limited to plan review, incentives negotiation, plan approval and stormwater facilities maintenance. The City Engineer shall have the authority of administration and enforcement of the provisions established pursuant to this title, including, but not limited to, the issuance of civil penalties.

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: a

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

(2) *Right-of-entry.*

(a) Designated city staff shall have right of entry on or upon the property of any person subject to this title and any permit/document issued hereunder. The city staff shall be provided ready easy access to all parts of the premises for the purposes of inspection, monitoring, sampling, inventory, records examination and copying, and the performance of any duties necessary to determine compliance with this title.

(b) Where a property, site or facility has security measures in force which require proper identification and clearance before entry into its premises, the person shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the designated city staff will be permitted to enter without delay for the purposes of performing specific responsibilities.

- (c) Designated city staff shall have the right to set up on the person's property such devices as are necessary to conduct sampling and/or monitoring of the person's stormwater operations or discharges.
- (d) Any temporary or permanent obstruction to safe and easy access to the areas to be inspected and/or monitored shall be removed promptly by the person at the written or verbal request of the city staff. The costs of clearing such access shall be borne by the person.
- (e) The City Engineer, or his designee, may inspect the facilities of any user in order to ensure compliance with this title. Such inspection shall be made with the consent of the owner, manager, or signatory official. If such consent is refused, denied or not promptly addressed, the designated city staff may seek issuance of an administrative search warrant.
- (f) The city has the right to determine and impose inspection schedules necessary to enforce the provisions of this article [title]. Inspections may include, but are not limited to, the following:
 - (i) An initial inspection prior to stormwater management plan approval;
 - (ii) A bury inspection prior to burial of any underground drainage structure;
 - (iii) Erosion control inspections as necessary to ensure effective control of erosion and sedimentation; and
 - (iv) A finish inspection when all work, including installation of storm management facilities, has been completed.
 - (v) Regular or random follow-up inspections to ensure the storm management facilities remain in compliance.

Sec. 23-105. - Appeals.

Appeals of this section shall be pursuant to Franklin Municipal Code section 23-301 et seq.

Sec. 23-106. - Objectives and policy.

(1) Objectives. The objectives of this title are pursuant to the small MS4 permit issued by the state to the city and are as follows:

- (a) To protect human life and health.
- (b) To minimize the need for rescue and relief efforts associated with flooding.
- (c) To eliminate any non-allowable discharges to the city's MS4 that impact water quality.
- (d) To help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to maximize beneficial use without increasing flood hazard potential or diminishing the quality of the natural stormwater resources.
- (e) To ensure that potential homebuyers are notified that property is in a flood area and generally increase the public awareness of flooding potential.
- (f) To minimize prolonged business interruptions.
- (g) To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone, and sanitary sewer lines; and streets and bridges located in floodplains.
- (h) To ensure a functional public and private stormwater quantity and quality management system that will not result in excessive maintenance costs.

Deleted: c

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: 11 pt

Formatted: Font: +Body (Calibri), 11 pt

- (i) To encourage the use of natural and aesthetically pleasing design that maximizes preservation of natural areas.
 - (j) To guide the construction of stormwater management facilities by developing comprehensive master plans to address stormwater quantity and quality.
 - (k) To encourage preservation of floodplains, floodways and open spaces to protect and benefit the community's quality of life and natural resources.
 - (l) To encourage community stewardship of the city's water resources and their impacts on the community character and quality of life.
- (2) *Implementation.* To implement the objectives presented above, the following standards and general policy statements shall be enforced:
- (a) *Permits.* All new development and redevelopment under the jurisdiction of this chapter shall obtain a stormwater management and/or grading permit. If site disturbance is over 1 acre, is part of a larger common plan of development, or required to have lot level coverage, the applicant shall obtain a notice of coverage through the city's qualified local program process.
 - (i) The City Engineer shall issue a grading and stormwater management permit for stormwater management plans that meet the guidelines of this title and any other provision given authority under section 23-110 of this title. Application for a permit shall be accompanied by a fee as specified in appendix A, comprehensive fees and penalties.
 - (ii) Technical, administrative, or procedural matters may be modified as needed to meet the objectives and policies defined in this title, so long as such modifications as to technical, administrative, or procedural matters are not contrary or beyond the intent of the objectives and policies of this title.
 - (iii) Approved permits shall be displayed in a conspicuous location on all active construction sites.
 - (iv) A pre-construction meeting with the City Engineer shall be held with construction site operators prior to the issuance of a grading and/or stormwater permit.
 - (v) All site permittees and/or operators shall apply for a notice of termination to the city's engineering department stating that all areas have been stabilized and vegetated and all construction activities have been completed related to that sections or sites corresponding stormwater and grading permit and notice of coverage. This shall be completed prior to the release of all performance sureties.
 - (vi) Site owner or developer and/or contractor that wish to transfer stormwater and grading permit coverage to a new owner or developer and/or contractor shall do so by applying for a notice of transfer request in the city's engineering department. The site owner or developer shall also be required to transfer performance sureties to the new site owner or developer prior to the City of Franklin approving the notice of transfer.
 - (vii) The permittee(s) shall be responsible for all EP&SC measures and maintenance located within the sites or sections defined in the permit regardless of individual lot ownership until a notice of transfer or notice of termination is issued by the city's Engineering Department.
 - (b) *Stormwater plan submittal requirements.* All new development and redevelopment under the jurisdiction of this title shall be required to submit and have approval of all construction plans, NOI and SWPPP prior to issuance of stormwater and/or grading permit approval.

Deleted: title

Formatted: Font: +Body (Calibri), 11 pt

Deleted: be required to

Deleted: C

Formatted: Font: +Body (Calibri), 11 pt

Deleted: c

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Deleted: 111

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: EPSC

Deleted: e

Deleted: d

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: +Body (Calibri), 11 pt

- (i) An engineer shall stamp all proposed plans for construction in the city. This shall include all proposed improvements or modifications to the existing or new stormwater infrastructure, erosion prevention and sediment control practices, and other related improvements or modifications.
- (c) *Stormwater master plan.* Each individual project shall be evaluated for consistency with the master stormwater management plan for the major watershed or watersheds within which the project site is located. The individual project evaluation will determine if stormwater quantity and quality management practices can adequately serve the property and limit impacts to downstream public and private properties. The presence of a regional facility(s) will be considered in determining the extent to which quantity and/or quality controls will be necessary.
- (i) In the absence of such a stormwater quantity and/or quality master plan, a system of uniform requirements shall be applied to each individual project site. In general, these uniform requirements will be based on the criteria that post-development stormwater peak runoff, volume over the critical design-storm period and water quality must not differ significantly from pre-development conditions. These criteria shall be included in the stormwater management plan for the site.
- (d) *Peak runoff control.* Peak runoff control facilities for new development and redevelopment shall be designed to address the rate at which flow is released over the entire runoff discharge period and the volume of discharge over the critical design-storm period. This shall be applied for two-, five-, 10-, 25-, 50- and 100-year 24-hour storm peak discharge rate not to exceed the pre-development (or undisturbed natural conditions) discharge rate.
- (i) *Calculation of peak runoff flow.* Acceptable methodologies for computing ~~pre-and~~ post-development conditions shall include:
- A. The rational method (used when the drainage area is 25 acres or less.)
- B. The peak discharge method as described in USDA Technical Release Number 55 (TR-55) (drainage area is 2,000 acres or less).
- (ii) Peak runoff flow requirements. If the total land disturbance area is less than 50 percent of the property, then peak runoff control shall be required for the disturbed area only. If the total land disturbance area is greater than 50 percent of the property, then peak runoff control shall be required for the entire site area.
- (iii) Redevelopment of property without existing detention shall be evaluated using one of the following methods unless otherwise determined by the ~~City Engineer;~~
- A. Rational method shall evaluate pre-development conditions utilizing the appropriate turf meadows runoff coefficient or as existing conditions. The more stringent conditions shall govern.
- B. USDA Technical Release Number 55 (TR-55) shall evaluate the pre-development conditions as either grassland conditions or as existing conditions. The more stringent conditions shall govern.
- (iv) No more than 5% of a site can bypass water quality requirements unless otherwise approved by the City Engineer.

Deleted: pre and

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Indent: Left: 0.63", Hanging: 0.31"

(e) *Stormwater design requirements.* New development shall meet a stormwater quantity level of service defined by:

- (i) Designing road catch basins and connecting culverts to convey the ten-year design-storm runoff.
- (ii) Designing bridges, culverts, channels and cross drains to pass the 50-year design-storm runoff.
- (iii) Providing emergency bypass of the 100 year flood event.
- (iv) New roadway, existing roadways and critical service roads are not inundated by more than three inches of water over one-half the roadway width under a 100 year flood event. A long-term maintenance plan and maintenance agreement shall be submitted for review and approval by the City Engineer for all devices or facilities in new development and redevelopment that require more than general maintenance (i.e., mowing, weeding, etc.). The plan shall address schedules and techniques for inspections and maintenance of the facilities and devices. Documentation of the inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system and the state of control measures shall be submitted to the City Engineer on or before July 1 of each year.

Deleted: 100-year design-storm runoff

Deleted: and

Deleted: 100-year design-storm event

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

(f) *Easements.*

- (i) All new development and redevelopment shall be designed and graded in such a way as to forbid stormwater from discharging onto adjacent property where not supported by adequate public infrastructure, easements and right-of-way.
- (ii) All new development and redevelopment shall be designed and graded so that a minimum ten-foot drainage easement and stormwater conveyance exist between each property.
- (iii) All new development and redevelopment shall be designed to provide a minimum 20-foot drainage easement on all stormwater infrastructure, including channels, serving more than two properties.

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

(g) *Erosion prevention and sediment control.* All construction sites regardless of size or disturbed area shall follow proper EP&SC practices to control unwarranted sediment from leaving a site. All construction sites receiving grading or stormwater permits from the City of Franklin shall be subject to the requirements outlined in the State of Tennessee's Construction General Permit, EP&SC Handbook, the City Stormwater BMP Manual and this title (whichever is more stringent) including the following:

Deleted: the requirement set forth in

- (i) Construction shall only be permitted after temporary or permanent EP&SC management practices have been placed or constructed and are operational to the city's satisfaction, and a grading and/or stormwater permit has been issued and signed by the city stormwater inspector.

Deleted: EPSC

- (ii) The design-storm for EP&SC practices shall be as described in the City of Franklin Stormwater BMP Manual or the Tennessee EP&SC Handbook and consistent with the Tennessee Construction General Permit.

Deleted: EPSC

- (iii) The city may require more stringent EP&SC practices on properties adjacent to waters resources with unavailable parameters, or within watersheds with water resources with unavailable parameters, watersheds with TMDLs, or sites in close proximity to water resources. This may include measures that limit or eliminate, with a greater safety factor,

Deleted: EPSC

Deleted: impaired waters

Deleted: impaired

the potential for sediment or other forms of water pollution from entering sensitive areas as designated by TDEC or the City Engineer.

- (iv) Unwarranted acceleration of erosion or sedimentation, or transport of other pollutants or forms of pollution, due to various land development activities shall be controlled.
- (v) If deemed appropriate, the city may require the addition, removal or modification of EP&SC measures and/or EP&SC locations at any time during the construction process to ensure proper EP&SC performance.
- (vi) The city may impose enforcement actions outlined in section 23-~~111~~ of this title if any site, development, or construction is found to be in violation of this title or the States of Tennessee's Construction General Permit in order to achieve EP&SC compliance.
- (vii) The design-storm for erosion prevention and sediment control practices shall be as described in the City of Franklin Stormwater BMP Manual and consistent with the Tennessee General Construction Permit.

(viii) Inlet protection shall be specified on all construction plans to include an overflow protection device. Other measures may be approved on a case by case basis by the City Engineer.

(h) *Floodplain alterations.*

- (i) Floodplain alterations or filling shall not cause a net decrease in flood storage capacity below the projected 100-year flood elevation unless it is shown that the proposed alteration or filling will not cause an increase in the high-water level, increase velocities, or aggravate flooding on other properties and will not unduly restrict flood flows. Compensatory cut shall at least be applied to 150 percent (1.5:1) for all fill in floodplains. Floodplain may be used for application of water quality devices. This may only be permitted provided EP&SC, water quality, and cut-fill policies are adequately addressed as determined by the City Engineer according to the provisions in section 23-~~110~~ of this title. Detention/retention volumes in the floodplain shall count as fill if applied in a manner where floodplain storage is lost.

(i) *General stormwater regulations.*

- (i) The city encourages regional stormwater management practices, serving 40 to 300 acres of tributary area, which may be consistently and efficiently managed and maintained. These types of practices will be encouraged to replace or reduce the implementation of on-site stormwater management practices redevelopment of properties containing on-site stormwater management practices may be permitted, at the discretion of the City Engineer, provided the property and downstream public and private properties, infrastructure or waters of the state are adequately protected by a regional facility(s) from stormwater quantity or quality impacts.
- (ii) No construction, whether by private or public action, shall be performed in a manner that will negatively impact stormwater quantity or quality in its vicinity or in other areas whether by flow restrictions, increased runoff, or by diminishing channel or floodplain storage capacity.

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: 112

Deleted: high water

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city

Deleted: 111

Formatted: Font: +Body (Calibri), 11 pt

Deleted: in order to

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

- (iii) New construction shall not aggravate upstream or downstream flooding. Existing downstream or upstream problems may be required to be corrected in conjunction with new development or redevelopment.
 - (iv) In no ~~instance~~, shall new development or redevelopment cause or have the potential to cause water quality degradation to immediate or downstream water resources.
 - (v) The construction and financing of any required off-site drainage improvement necessitated by private development within the same watershed shall be the responsibility of the developer.
 - (vi) Under no circumstances shall a site be graded or drained in such a way as to increase surface runoff to sinkholes, dry wells or drainage wells.
 - (vii) Soil bioengineering, "green" and other "soft" slope and stream bank stabilization methods shall receive preference over riprap, concrete and other hard armoring techniques. "Hard" alternatives shall only be permitted when their necessity can be demonstrated given site-specific conditions.
 - (viii) The city may require maintenance or modification of stormwater management practices that are not operating within the guidelines established by this title, as determined by the ~~City Engineer~~.
 - (ix) The city encourages the use of greenway rights-of-way for appropriate properties.
 - (x) As new development construction is completed, an "as-built" plan, certified by an engineer and/or land surveyor as appropriate, must be submitted upon completion of the stormwater management facilities included in the stormwater management plan. The licensed professional shall certify that: the facilities have been constructed as shown on the "as-built" plan, and facilities meet the approved stormwater management plan and specifications, or achieve the function for which they were designed. Coordinate data shall be presented in the State of Tennessee Plane System with the North American Datum 1983 (NAD83) and North American Vertical Datum (NAVD) of 1988. (as added by Ord. No. 2001-53, 2002).
- (j) *Maintenance responsibility.*
- (i) Any stormwater management facility or BMP which services individual property owners or subdivisions shall be privately owned with general routine maintenance (controlling vegetative grown and removing debris) provided for by the owner(s). The owner shall maintain a perpetual, non-exclusive easement, which allows for access for inspection and other maintenance by the city.
 - (ii) Any stormwater management facility or BMP which services an individual subdivision in which the facility or BMP is within designated open areas or an amenity with an established ~~homeowners'~~ association shall be privately owned and maintained consistent with provisions of this title. The owner shall maintain a perpetual, nonexclusive easement, which allows for access for inspection and emergency maintenance by the city.
 - (iii) Any stormwater management facility or BMP which services commercial and industrial development shall be privately owned and maintained consistent with the provisions of this title. The city has the right, but not the duty to enter premises for emergency repairs through a perpetual nonexclusive easement.

Deleted: instance

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: homeowners

Formatted: Font: +Body (Calibri), 11 pt

(iv) All regional stormwater management facilities proposed by the owners, if accepted by the City Engineer, and approved by the board of mayor and aldermen for dedication as a public regional facility shall be publicly owned and maintained.

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

(v) All other stormwater management control facilities and BMP's shall be publicly owned and/or maintained only if accepted for maintenance by the city through a formal agreement recorded at the Williamson County, Tennessee Register of Deeds. Existing or proposed drainage easements shall not constitute a formal agreement.

(vi) The City Engineer may require dedication of privately owned stormwater facilities, which discharge to the city's stormwater system.

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

(vii) All stormwater BMP's shall be required to place maintenance signs approximately 9"x12" on or near BMP's in order to ensure identification and proper maintenance of features.

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

(3) *Green infrastructure—Runoff reduction requirements.* This section shall be effective for all development and redevelopment under the jurisdiction of this title submitted for plan review on or after January 1, 2014.

(a) All new development and redevelopment shall utilize site design standards that reduce stormwater runoff volume through the use of green infrastructure practices which are designed to infiltrate, evapotranspire, and/or reuse rainwater. The green infrastructure practices shall be designed to reduce the volume of stormwater runoff using the runoff reduction method (RRM) as defined in the current City of Franklin Stormwater Best Management Practices (BMP) Manual.

(b) All green infrastructure practices shall be located in open space lots on residential developments requiring plats. All other development shall be required to locate green infrastructure practices in an exclusive public drainage and green infrastructure easement.

(c) The City Engineer may approve alternative practices in lieu of runoff reduction/green infrastructure when site limitations exist. Criteria to determine the circumstances under which alternatives are available shall not be based solely on the difficulty or cost of implementing practices. The determination shall be based on one or more of the following site limitations:

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

(i) Where the potential for introducing pollutants into groundwater exists, unless pretreatment is provided;

(ii) Where pre-existing soil contamination is present in areas subject to having contact with infiltrated runoff;

(iii) Where sinkholes or other karst features are present on the site (stamped geotechnical report shall be submitted to the City Engineer);

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

(iv) Where the site has a historic or archaeological significance that cannot be disturbed as determined by the State Historic Preservation Office;

(v) Where utility conflicts preclude the use of green infrastructure practices;

(vi) Where steep slopes are present and slope failure may occur (stamped geotechnical report shall be submitted to the City Engineer); and

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

(vii) Other site limitations as determined by City Engineer;

Deleted: the city engineer

Formatted: Font: +Body (Calibri), 11 pt

(viii) Cost and difficulty of implementing green infrastructure/runoff reduction measures shall not be considered a limitation.

- (4) *Pollutant removal.* New development and redevelopment will be required to minimize the impact to stormwater quality by applying structural and/or nonstructural management practices selected to address site-specific conditions. New development and redevelopment that cannot meet 100 percent of the RRM must implement pollutant removal BMPs that are designed and constructed in accordance with the site design standards, criteria and specifications for pollutant removal BMPs that are provided in the current City of Franklin Stormwater BMP Manual. The water quality treatment for the runoff resulting from a rainfall depth of 1.1 inches shall be a minimum of 80 percent total suspended solids (TSS) removal through appropriate use of BMP controls as detailed in the current City of Franklin BMP Manual.

Sec. 23-107. - Riparian resources buffer requirements.

- (1) A riparian buffer shall be applied to all water resources located in, or adjacent to, new construction, development or redevelopment. There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation except as permitted by the City Engineer, or his designee. Final determination shall be made by the City Engineer regarding riparian buffer delineation, top of bank, areas where the riparian buffer shall apply and riparian buffer width requirements.
- (2) Riparian buffer zones. The riparian buffer shall be applied in two zones: riparian zone 1 and riparian zone 2: all uses, other than those allowable in each zone, shall be prohibited.
- (a) *Riparian zone 1* . The riparian zone 1 shall begin at the top of bank of the water resource and extend a minimum of 30 linear feet perpendicular for water resources that have tributary area less than one square mile. This distance shall be 60 linear feet perpendicular from top of bank for water resources that drain one square mile or greater.
- (i) Allowable uses within zone 1.
- (A) Utility crossings according to subsection 23-107(5)(b) of this title.
- (B) Passive recreation, pervious footpaths, canoe launches, and boardwalks placed perpendicular to the top of bank and the riparian zone to approach the water resource as approved by the City Engineer.
- (C) Stabilization practices to prevent channelization and erosion in the riparian buffer from stormwater runoff adjacent to the water resource.
- (D) Landscaping to allow for climax successional vegetation through the removal of invasive exotic plants and the establishment of native vegetation, and/or other practices that restore the ecological integrity of the riparian buffer.
- (E) Removal of individual trees within the riparian buffer which are in danger of falling, causing damage to dwellings or other structures, or causing blockage of the water resource.
- (ii) *Riparian zone 1—Special conditions.* Riparian zone 1 widths shall vary depending on the tributary area of the water resource, location of water pollution hazards, or steep slopes. The following riparian zone 1 widths shall apply:
- (A) For certain land uses and/or activities designated as potential water pollution hazards:
1. Drain fields from onsite sewage disposal and treatment systems (i.e., septic systems) require 100 feet.
 2. Land application of biosolids requires 100 feet.

Formatted: Font: 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: 4

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

3. Subsurface discharge from a wastewater treatment plant requires 100 feet.
4. Above ground or underground petroleum storage or storage of hazardous substance facilities requires 150 feet.
5. Raised septic systems require 250 feet.
6. Solid waste landfills or junkyards require 300 feet.

(B) For areas containing steep slopes:

1. Where the average slope of the land within the riparian zone 1 is between 15 percent and 25 percent, an additional 20 feet shall be added to the minimum riparian buffer width.
2. Where the average slope of the land within the riparian zone 1 is greater than 25 percent, an additional 50 feet shall be added to the minimum riparian buffer width.

(b) *Riparian zone 2.* A riparian zone 2 shall be applied to water resources that drain less than one square mile. The riparian zone 2 shall begin at the edge of the riparian zone 1 (which includes any additional width as specified above in "riparian zone 1—special conditions") and extend 30 linear feet perpendicular to riparian zone 1.

(i) Allowable uses within riparian zone 2.

- (A) Those uses allowed in riparian zone 1.
- (B) Biking or hiking paths and greenways. View corridors shall be allowed along greenways as approved by the City Engineer. Paths and greenways shall be designed to prevent the channelization of stormwater runoff. The water resource buffer width shall be increased by the width of impact associated with the path, greenway, or trail.
- (C) Limited passive recreation.
- (D) Changes to existing stormwater channels.

(E) -----

(3) *Riparian buffer enhancement.* Evaluation of the current riparian buffer conditions shall be required in zone 1 and zone 2 areas of the riparian buffer on all water resources. This is to ensure the preservation and propagation of the riparian buffer areas and to provide the necessary conditions to ensure proper stream function. If the riparian areas are found to be in any other vegetative state than that outlined below, then the riparian buffers shall be enhanced. Reference the Tennessee Urban Riparian Buffer handbook for guidance and more information. -----

(a) Vegetative state.

- (i) The riparian buffer shall be enhanced to allow for climax successional vegetation through the establishment of native vegetation and the removal of exotic invasive vegetation. The native vegetation established shall be consistent with that of an undisturbed forest ecosystem with all classes of vegetation equally represented.
- (ii) The riparian buffer shall consist of native vegetation along both sides of a water resource measured linearly perpendicular from top of bank.

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: Cut and fill for floodplain compensations, as permitted in section 23-106(2)(y) of this title and as approved by the city engineer.

Deleted: city's guide to riparian areas

(iii) Riparian buffers shall be maintained perpetually on all properties in a manner that allows for growth of climax successional vegetation.

(iv) No clearing of existing native vegetation in the riparian zones shall be allowed, except as permitted in subsection 23-107(3) of this title.

(b) Buffer management plans—Proposals for enhancement to restore the ecological integrity of the riparian buffer shall be submitted as a buffer management plan or landscape plan to the City Engineer during the site plan review process, and any pertinent local, state, or federal permits shall be obtained. The City Engineer shall approve the specific requirements of such plan prior to the issuance of a grading and stormwater permit or grading permit.

(4) *Stream relocations.* Stream relocations shall only be permitted in rare circumstances where the need to address a highly unstable hydrological condition can be clearly demonstrated by the following:

(a) The applicant shall apply for a variance pursuant to chapter 3 of this title.

(b) The relocation shall create a high quality aquatic habitat, restore natural flow regimes and natural streamside conditions, and shall result in overall water quality improvements.

(c) The applicant shall submit a buffer management plan and long-term maintenance plan as prescribed in the grading and stormwater management permit requirements. A copy of any applicable federal or state permits shall be supplied to the City Engineer prior to the commencement of relocation.

(5) *Riparian buffer width averaging, clearing activities, and crossings.*

(a) The riparian buffer zone 2 width may be averaged in limited areas in conjunction with targeted restoration plans that make comparable improvements to both the ecological integrity within the riparian buffer and water quality of the water resource. Restoration plans may include stream bank restoration, revegetation, habitat improvements, or other bioengineering methods, as approved in a buffer management plan by the city engineer, or his designee. Averaging of the zone 2 riparian buffer width may apply to specific areas of an overall development, and shall be approved on a case-by-case basis in no case shall averaging be allowed in the zone 1 riparian buffer. Averaging request shall demonstrate the same practical difficulty as variance request outlined in [section] 23-304(3)(a).

(b) Riparian buffer crossings shall be approved by the City Engineer, or his designee. Attempts should be made to limit the number and width of road and utility crossings across water resources. Utilities shall be located under pavement where possible. Riparian buffer crossings shall be approved in a buffer management plan by the City Engineer, or his designee.

(i) Crossing water resources with mainline sanitary sewers shall be minimized, and shall cross with road crossings where possible.

(ii) Underground utilities such as sanitary sewer, water mains and above ground utilities shall be located outside of the riparian buffer except for crossings.

(iii) The City Engineer, or his designee, may approve new driveways or road crossings through or across riparian buffer zones on a case-by-case basis. It shall be demonstrated that access across the riparian buffer is necessary, and that the riparian buffer will not be impacted excessively. In these cases, the driveway or road crossing shall be constructed perpendicular, ± 15 degrees, to the water resource and/or riparian buffer with careful detail to protecting trees and vegetation and minimizing site grades. Crossings shall utilize a

Deleted: 4

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: and

Deleted: sited

Deleted: zone 1

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

spanning open bottom culvert with footings located outside of the stream and embankments. Stream encapsulations shall be prohibited unless approved by a variance request. Note that such crossings may require federal, state, and/or local permits.

(6) *Development plan and construction activity requirements.*

- (a) The parameters of the riparian buffer shall be delineated by the applicant prior to the pre-application phase of a development submittal.
- (b) Riparian buffer boundaries shall be clearly indicated on all plats and plans including development plans, regulating plans, site plans, conservation subdivisions, preliminary plats, final plats, as well as permits and official maps, and shall:
 - (i) Show the extent of any riparian buffer on the subject property and clearly label as "riparian buffer" along with the required width.
 - (ii) Provide a note to reference the riparian buffer, labeled as: "there shall be no clearing, grading, construction, storage, or disturbance of vegetation except as permitted by the City Engineer."
 - (iii) Provide a note to reference protective covenants governing all riparian buffer areas, labeled as: "Any riparian buffer is subject to protective covenants recorded in the register of deeds (Williamson County). Disturbance and use of these areas is restricted; severe penalties apply."
- (c) Riparian buffer areas shall be protected during all development activities. Construction layout survey shall include fencing and labeling of the riparian buffer areas. Use of a combination of fencing and flagging to ensure adequate visibility shall be required. Riparian buffer boundaries shall be marked with signs that persist before, during, and after construction to prevent entry of construction equipment, storage and stockpiling.
- (d) Permanent boundary markers, in the form of signage approved by the City Engineer, or his designee, shall be installed prior to the issuance of a grading and stormwater permit. Signage shall be posted and clearly observable at the edge of the riparian buffer, each lot line, and at a maximum spacing of 150 feet. Properties with a large amount of riparian buffer frontage may request a reduction in spacing requirements, subject to approval from the City Engineer, or his designee. The size of the sign shall be 12 inches by 18 inches rectangle or greater and shall contain the message, "Water Quality Buffer Do Not Disturb" or other language approved by the City Engineer, or his designee.
- (e) All riparian buffers shall be placed in open space lot to be maintained per section 23-108 of this chapter. Commercial developments shall be allowed to place riparian buffers in a riparian buffer conservation easement in lieu of open space lots.

(7) *Enforcement procedures.*

- (a) Any person violating the provisions of this chapter shall be subject to the penalties set forth in section 23-111 of this title.
- (b) Riparian buffers shall be actively managed with periodic buffer surveys. Violators shall be served with civil penalties per section 23-111(4)(d) of this chapter and shall be required, at their own expense, to revegetate, according to an approved buffer management plan, and maintain the section of the riparian buffer encroached upon, using only plants from a list of native vegetation provided by the City Engineer. Equivalent native plants and trees that were removed shall be

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: according to

Formatted: Font: +Body (Calibri), 11 pt

Deleted: title

Formatted: Font: +Body (Calibri), 11 pt

Deleted: title

Formatted: Font: +Body (Calibri), 11 pt

Deleted: 112

Deleted: according to

Formatted: Font: +Body (Calibri), 11 pt

Deleted: 112

Deleted: title

Formatted: Font: +Body (Calibri), 11 pt

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

replaced on a tree per tree basis or as approved by the City Engineer, or his designee. Specimen trees shall be replaced as required by the zoning ordinance of the city.

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

(8) *Variance and appeal procedures.* Variance and appeal requests shall be submitted pursuant to section 23-301 et seq. of this title.

(9) *Other requirements.* If deemed appropriate by the City Engineer, or his designee, during the plan review process, each new development shall evaluate water resource conditions and shall be required to address the following:

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

(a) Stabilization and/or restoration within or adjacent to the water resource.

(b) Additional water quality protection.

(c) Channel erosion.

(d) Stream pollution.

(e) Habitat degradation.

Sec. 23-108. - Maintenance requirements.

Formatted: Font: 11 pt

(1) The maintenance responsibilities for permanent stormwater runoff control facilities shall be determined based upon the type of ownership of the property which is controlled by the facilities.

Formatted: Font: +Body (Calibri), 11 pt

(2) *Single entity ownership.* Where the permanent stormwater runoff control facilities are designed to manage runoff from property in a single entity ownership as defined below, the maintenance responsibility for the stormwater control facilities shall be with the single entity owner.

(a) The stated responsibilities of the entity in terms of owning and maintaining the facilities shall be submitted with the stormwater management plan for determination of their adequacy. Approval of the stormwater management plan shall be conditioned upon the approval of these terms. These terms shall be in writing in the form of a maintenance agreement, shall be recorded at the register of deeds office, and shall, in addition to any other terms deemed necessary by the city, contain a provision permitting inspection at any reasonable time by the City Engineer, or his designee, of all such facilities deemed critical in the public welfare.

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

(b) A single entity shall be defined as an association, public or private corporation, partnership firm, trust, estate or any other legal entity allowed to own real estate exclusive of an individual lot owner.

(c) Upon approval of the stormwater management facilities by the city, the facility owner(s) shall demonstrate the ability to garner and apply the financial resources necessary for long-term maintenance requirements. The funding mechanism shall be in a form approved by the city. The city will only approve funding mechanism(s) for long-term maintenance responsibilities that can be demonstrated to be permanent or transferable to another entity with equivalent longevity.

(d) Unless made specifically clear in the preliminary stages of the site design and construction plan review procedure, it will be assumed that all stormwater detention, retention, treatment or storage facilities and/or devices, and riparian buffers shall be owned, operated and maintained by a single entity as defined above.

(3) *Municipal ownership.* Where the city has accepted an offer of dedication of the permanent stormwater management facilities, the city shall be responsible for maintenance. Dedication of a permanent stormwater management facility shall be through a formal agreement recorded at the

Williamson County, Tennessee Register of Deeds. Existing or proposed drainage easements shall not constitute a formal agreement.

- (4) *Construction performance agreement.* The city may require the posting of a performance agreement to secure the structural integrity of said facilities as well as the functioning of said facilities in accordance with the City of Franklin Zoning Ordinance.

Sec. 23-109. - Allowable and illicit discharges.

- (1) No person shall discharge or cause to be discharged into the city's MS4 or water resources any materials, including but not limited to, pollutants or waters containing any pollutants that cause or contribute to violation of applicable water quality standards, other than stormwater and except as permitted by section 23-109(4) of this title.

- (2) Contamination of stormwater runoff from hot spots shall be prohibited and subject to the maximum penalties as specified in section 23-111(4)(d)(iv) of this title.

- (3) Except as hereinafter provided, all non-stormwater discharges into the MS4 shall be prohibited and declared to be unlawful.

- (4) Unless the City Engineer has identified them as a source of pollutants to the waters of the state, the following non-stormwater discharges into the MS4 shall be lawful:

- (a) Discharges from emergency firefighting activities.
- (b) Diverted screen flows.
- (c) Rising ground waters.
- (d) Uncontaminated groundwater infiltration to separate storm sewer systems (as defined by 40 CFR35.2005(20) as may be amended.
- (e) Uncontaminated pumped ground water.
- (f) Discharges from potable water sources as required for system maintenance.
- (g) Drinking water line flushing.
- (h) Foundation drains and pumps.
- (i) Air conditioning condensate.
- (j) Landscape irrigation.
- (k) Irrigation water.
- (l) Lawn watering.
- (m) Uncontaminated springs.
- (n) Water from crawl space pumps.
- (o) Uncontaminated footing drains and pumps.
- (p) Individual residential car washing.
- (q) Flows from riparian habitats and wetlands.
- (r) Dechlorinated swimming pool discharges.
- (s) Street wash waters resulting from normal street cleaning operations.

Deleted: stormwater

Formatted: Font: 11 pt

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Deleted: 112

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

(t) Controlled flushing of stormwater conveyances (controlled by appropriate best management practices).

(u) Discharges within the constraints of a NPDES permit from the Tennessee Department of Environment and Conservation (TDEC).

(v) Discharges approved at the discretion of the City Engineer.

(5) The construction, use, maintenance or continued existence of illicit connections to the MS4 is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. A person is in violation of this title if the person connects a line conveying sewage to the MS4, or allows such connection to continue.

(6) The city may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the state. If the violator fails to comply with a suspension order issued in an emergency, the city may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the state, or to minimize danger to persons.

(7) Every person, or such person's lessee or other designee, owning or maintaining property, through which the city's MS4, Public Utility and Drainage Easement, or water resource passes, shall keep that part of the water resource within the property free of trash, debris, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the MS4 or water resource.

(8) Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illicit discharges or pollutants discharging into the MS4 or waters of the state said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence. In the event of a release of non-hazardous materials, said person shall notify the city no later than the next business day.

Sec. 23-110. - Rule-making authority.

(1) The City Engineer shall have authority to implement this title by appropriate regulations, guidance or other related materials. In this regard, technical, administrative, or procedural matters may be modified as needed to meet the objectives and policies defined above, so long as such modifications as to technical, administrative, or procedural matters are not contrary or beyond the intent of the objectives and policies defined above.

(2) Documents referenced above may be updated periodically to reflect the most current and effective practices and shall be made available to the public. However, the failure to update the manual shall not relieve any applicant from the obligation to comply with the stormwater management ordinance (this title), and shall not prevent the City Engineer from imposing the most current and effective practices.

(3) Regulations, guidance or other related materials that may be given authority by this title may include, but are not limited to BMP manuals, design regulations and requirements, submittal checklists, review checklists, inspection checklists, certifications, stormwater management manuals,

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: is considered to be

Formatted: Font: +Body (Calibri), 11 pt

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: a

Formatted: Font: 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

stormwater inspection manuals, and operation and maintenance manuals. The document(s) may include information deemed appropriate by the City Engineer including guidance and specifications for the preparation of stormwater management plans, selecting environmentally sound practices for managing stormwater, minimum specifications and requirements, more complete definitions and performance standards.

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

- (4) The above referenced documents shall not in any way require specific commercially available products. However, they may refer to performance specifications, class of devices, construction, or management practice.

Sec. 23-111. - Enforcement.

Formatted: Font: 11 pt

The city shall have the authority to institute appropriate actions or proceedings at law or equity for the enforcement of this title. Any court of competent jurisdiction shall have the right to issue restraining orders, temporary or permanent injunctions, and other appropriate forms of remedy or relief. Any person unlawfully polluting the waters of the state or violating or failing, neglecting, or refusing to comply with any provisions of this title as it relates to Tenn. Code Ann. § 69-3-101 et seq. (as it may be amended) commits a Class C misdemeanor. Each day of noncompliance is considered a separate offense; and nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation, including application for injunctive relief. Any of the following enforcement remedies and penalties shall be available to the city in response to violations of this title. If the person, property or facility has or is required to have a stormwater discharge permit from the TDEC, the city shall alert the appropriate state authorities of the violation.

Formatted: Font: +Body (Calibri), 11 pt

- (1) *Notice of violation (NOV).* Whenever designated city staff find that any person, company or facility owning or occupying a premise has violated or is violating this title or order issued hereunder, the City Engineer, or his designee, may serve, by personal service, or by registered or certified mail, upon said person a written NOV. Within 30 days of the receipt of this notice, or shorter period as may be prescribed in the NOV, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, which shall include specific required actions, shall be submitted to the city staff. Submission of this plan shall in no way relieve liabilities for violations occurring before or after receipt of the NOV.

Deleted: a premises

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

- (2) *Revocation of permit.* The City Engineer, or his designee, may revoke and require the return of a permit or certificate by notifying the permit holder in writing, stating the reason for the revocation. Permits or certificates shall be revoked for any substantial departure from the approved application plans, or specifications; refusal or failure to comply with the requirements of state or local law; or for false statements or misrepresentations made in securing the permit or certificate. Any permit or certificate mistakenly issued in violation of any applicable state or local law may also be revoked.

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

- (3) *Compliance order.* If any person, company or facility shall violate the provisions of this title, the City Engineer, or his designee, may give notice to the owner or to any person in possession of the subject property, ordering that all unlawful conditions existing thereupon be abated within a schedule defined from the date of such notice.

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

- (a) The City Engineer, or his designee, shall have the authority to establish elements of a stormwater pollution prevention plan, and to require any business to adopt and implement such a plan, as may be reasonably necessary to fulfill the purposes of this title. The City Engineer, or his designee, may establish the requirements of best management practices for any premises.

(b) The notice and order may be given provided, that if, in the opinion of the City Engineer, or his designee, the unlawful condition is such that it is of imminent danger or peril to the public, then an authorized city representative may, without notice, proceed to abate the same, and the cost thereof shall be charged against the property. The city, as described further in this subsection, may recover the cost of such actions from the property owner.

Deleted: c

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: +Body (Calibri), 11 pt

(4) *Civil penalties.* Any person, company or facility who has been found to have been in violation of any provision of this title, may be assessed a civil penalty not to exceed the amount presented in this subsection.

(a) The penalty may increase by 25 percent of the previous penalty amount for every subsequent but separate offense made by the same person, company or facility. The penalty shall be additional to other enforcement actions of this section.

(b) The penalty may be assessed by the City Engineer, or his designee, for each day beyond schedules applied in compliance orders or other schedules issued to the property owner or other person responsible for unauthorized activity defined in this title.

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: +Body (Calibri), 11 pt

(c) In determining the amount of the penalty, the City Engineer, or his designee, shall consider the following:

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

(i) The degree and extent of the harm to the natural resources, to the public health, or to the public or private property resulting from the violation;

(ii) The duration and gravity of the violation;

(iii) The effect on ground or surface water quality;

(iv) The cost of rectifying the damage;

(v) The amount of money saved by noncompliance;

(vi) Whether the violation was committed willfully or intentionally;

(vii) The cumulative effect of other enforcement actions applied for the same offense;

(viii) The prior record of the violator in complying or failing to comply with the stormwater quality management program; and

(ix) The costs of enforcement to the city.

(d) The maximum civil penalties shall be determined by the City Engineer, or his designee, based on the type of offense. This indicates the maximum that may be imposed for a first offense and does not reflect the increases described above for repeat offenses.

Deleted: c

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: +Body (Calibri), 11 pt

(i) *Development without permit—\$10,000.00.* To engage in any development, use, construction, remodeling, or other activity of any nature upon land or improvements thereon subject to the jurisdiction of this title without all required permits, certificates, or other forms of authorization as set forth in this title.

(ii) *Development inconsistent with permit—\$5,000.00.* To engage in any development, use, construction, remodeling, or other activity of any nature in any way inconsistent with any approved plan, permit, certificate, or other form of authorization granted for such activity.

(iii) *Violation by act or omission—\$5,000.00.* To violate, by act or omission, any term, variance, modification, condition, or qualification placed by the city or its agent departments upon

any required permit, certificate, or other form of authorization of the use, development, or other activity upon land or improvements thereon.

(iv) *Illicit discharge*—\$5,000.00. Any person, company or facility who is found to have improperly disposed of any substance that is not defined in section 23-110 of this title or causes the city to be in noncompliance with any applicable environmental permit.

(v) *Household products*—\$500.00. Any person, company, or facility who is found to have improperly disposed of any substance not included in section 23-109 of this title that was purchased over-the-counter for household use, in quantities considered normal for household purposes, which, upon discharge to the MS4 or drainage network, would have an adverse impact on water quality or cause the city to be in noncompliance with any applicable environmental permit.

Deleted: 110

(e) In the event there are penalties assessed by TDEC against the city caused by any person, company, or facility, said person, company or facility shall be assessed the equivalent amount of civil penalty. This shall include, but is not limited to, penalties for improper disposal or illegal dumping, or illicit connection into the MS4.

(5) *Stop work order*. Any person, company or facility who has been found to have been in violation of any provision of this title, may be issued a stop work order. This shall be an order requiring the entity in violation to cease any and all work associated with a grading, building, or stormwater permit issued by the city. Work to correct or rectify the violation may be allowed. This order is to be in place until all violations have been corrected in their entirety.

(6) *Order to clean and abate/restore*. Any violator may be required to clean and/or restore land to its condition prior to the violation.

(7) *Cost recovery*. If corrective action, including maintenance delinquency, is not taken in the time specified or within a reasonable time if no time is specified, the city may take the corrective action, and the cost of the corrective action shall be the responsibility of the owner and the developer. The cost of the abatement and restoration shall be borne by the owner of the property and the cost therefore shall be invoiced to the owner of the property. If the invoice is not paid within 90 days, the city shall have the authority to place a lien upon and against the property. If the lien is not satisfied within 90 days, the city is authorized to take all legal measures as are available to enforce the lien as a judgment, including, without limitation, enforcing the lien in an action brought for a monetary judgment, by delivery to the assessor or a special assessment against the property.

(8) *Injunctions and/or proceedings at law or in equity*. Any violation of this title or of any condition, order, requirement, or remedy adopted pursuant hereto may be restrained, corrected, abated, mandated, or enjoined by other appropriate proceeding pursuant to state law.

(9) *Fee or utility credit revocation*. This enforcement tool is intended to be available or used if there are, at any time, provisions for a funding mechanism managed by the city. This enforcement tool permits that credits or other measures to reduce fees or utility charges may be revoked, in full or in part, if any provision of this title, or given authority per section 23-110 of this title, is violated.

Deleted: 111

(10) *Civil actions*. In addition to any other remedies provided in this title, any violation of this title may be enforced by civil action brought by the city attorney. Monies recovered under this subsection shall be paid to the city to be used exclusively for costs associated with implementing or enforcing the provisions of this title. In any such action, the city may seek, as appropriate, any or all of the following remedies:

- (a) A temporary and/or permanent injunction;
- (b) Assessment of the violator for the costs of any investigation, inspection, or monitoring survey which leads to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;
- (c) Costs incurred in removing, correcting, or terminating the adverse effects resulting from the violation; ~~and/or~~;
- (d) Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life.

Formatted: Font: +Body (Calibri), 11 pt

(11) *Emergency orders and abatements.* The ~~City Engineer~~, or his designee, may order the abatement of any discharge from any source to the stormwater conveyance system when, in the opinion of the ~~City Engineer~~, or his designee, the discharge causes or threatens to cause a condition which presents an imminent danger to the public health, safety, or welfare, or the environment, or a violation of a NPDES permit. In emergency situations where the property owner or other responsible party is unavailable and time constraints are such that service of a notice and order to abate cannot be effected without presenting an immediate danger to the public health, safety, or welfare, or the environment or a violation of a NPDES permit, the city may perform or cause to be performed such work as shall be necessary to abate said threat or danger. The costs of any such abatement shall be borne by the owner and shall be collectable in accordance with the provisions of this subsection.

Deleted: c

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

(12) *Appeals.* Upon issuance of a citation or notice of violation of this stormwater management ordinance (this title), it shall be conclusive and final unless the accused violator submits a written notice of appeal to the ~~City Engineer~~ within ten days of the violation notice being served. If the ~~City Engineer~~ does not issue a decision within ten days of the written notice of appeal then the violation is considered upheld. If the ~~City Engineer~~ does not reverse the decision or if the violation is considered upheld, the aggrieved party may appeal to the stormwater appeals board, by filing a written request for hearing within 30 days of the ~~City Engineer~~'s decision on the appeal. The request for hearing shall state the specific reasons why the decision of the ~~City Engineer~~ is alleged to be in error, and shall be accompanied by a payment in the amount of \$750.00 to cover the cost of court reporters, transcripts, plan reviews and other administrative costs associated with the appeal. In the event the stormwater appeals board overturns the decision of the ~~City Engineer~~, this payment may be refunded to the appellant.

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Sec. 23-112. - Severability.

(1) Should any article, section, subsection, clause or provision of this comprehensive stormwater management ordinance (this title) be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the title as a whole or any part thereof other than the part declared to be unconstitutional or invalid, each article, section clause and provision being declared severable.

(2) If any provisions of this title and any other provisions of law impose overlapping or contradictory regulations, or contain any restrictions covering any of the same subject matter, that provision which is more restrictive or imposes higher standards or requirements shall govern.

CHAPTER 2. - STORMWATER USER FEE

Formatted: Font: 11 pt

Sec. 23-201. - Definitions.

Formatted: Font: 11 pt

For the purpose of this chapter, the following definitions shall apply; words used in the singular shall include the plural, and the plural, the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined herein shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

Formatted: Font: +Body (Calibri), 11 pt

- (1) *Bonds* means revenue bonds, notes, loans or any other debt obligations issued or incurred to finance the costs of construction.
- (2) *Calendar year* means a 12-month period commencing on the first day of January of any year.
- (3) *City Engineer* refers to the City of Franklin City Engineer who has the authority to delegate to designated staff.
- (4) *Costs of construction* means costs reasonably incurred in connection with providing capital improvements to the system or any portion thereof, including, but not limited to, the costs of:
 - (a) Acquisition of all property, real or personal, and all interests in connection therewith including all rights-of-way and easements thereof;
 - (b) Physical construction, installation and testing, including the costs of labor, services, materials, supplies and construction services used in connection therewith;
 - (c) Architectural, engineering, legal and other professional services;
 - (d) Insurance premiums taken out and maintained during construction, to the extent not paid for by a contractor for construction and installation;
 - (e) Any taxes or other charges which become due during construction;
 - (f) Expenses incurred by the city or on its behalf with its approval in seeking to enforce any remedy against any contractor or sub-contractor in respect of any default under a contract relating to construction;
 - (g) Principal of and interest of any bonds; and
 - (h) Miscellaneous expenses incidental thereto.
- (5) *Debt service* means, with respect to any particular calendar year and any particular series of bonds, an amount equal to the sum of (i) all interest payable on such bonds during such calendar year, plus (ii) any principal installments of such bonds during such calendar year.
- (6) *Developed property* means real property other than undisturbed property and vacant improved property.
- (7) *Dwelling unit* means a singular unit or apartment providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.
- (8) *Equivalent residential unit* or ERU means the average impervious area of residential developed property per dwelling unit located within the city and as established by the board.
- (9) *ERU rate* means a utility fee charged on each ERU as established by the board.
- (10) *Exempt property* means public rights-of-way, public streets, public alleys and public sidewalks.
- (11) *Extension and replacement* means costs of extensions, additions and capital improvements to, or the renewal and replacement of capital assets of, or purchasing and installing new equipment

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

for, the system, or land acquisitions for the system and any related costs thereto, or paying extraordinary maintenance and repair, including the costs of construction, or any other expenses which are not costs of operation and maintenance or debt service.

- (12) *Impervious area* means the number of square feet of hard surfaced areas which either prevent or retard the entry of water into soil mantle, as it entered under natural conditions as undisturbed property, and/or causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions as undisturbed property, including, but not limited to, roofs, roof extensions, patios, porches, driveway, sidewalks, pavement and athletic courts.
- (13) *Nonresidential developed property* means developed property that is not utilized for dwelling units within the city.
- (14) *Operating budget* means the annual operating budget adopted by the city for the succeeding fiscal year.
- (15) *Operations and maintenance* means the current expenses, paid or accrued, of operation, maintenance and current repair of the system, as calculated in accordance with sound accounting practice, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses, labor, executive compensation, and cost of materials and supplies used for current operations, and charges for the accumulation of appropriate reserves for current expenses not annually incurred, but which are such as may reasonably be expected to be incurred in accordance with sound accounting practice.
- (16) *Revenues* mean all rates, fees, assessments, rentals or other charges or other income received by the stormwater user fee fund, in connection with the management and operation of the system, including amounts received from the investment or deposit of moneys in any fund or account and any amounts contributed by the city, all as calculated in accordance with sound accounting practice.
- (17) *Stormwater management system or system* means the existing stormwater management of the city and all improvements thereto which by this chapter are constituted as the property and responsibility of the city, to be operated as an enterprise fund to, among other things, conserve water, control discharges necessitated by rainfall events, incorporate methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quality and quantity of discharge from such system.
- (18) *Stormwater user fee* means a fee authorized by ordinance(s) established to pay operations and maintenance, extension and replacement and debt service.
- (19) *Stormwater user fee fund* means the enterprise fund created by this chapter to operate, maintain and improve the system and for such other purposes as stated in this chapter.
- (20) *Undisturbed property* means real property which has not been altered from its natural state by dredging, filling, removal of trees and vegetation or other activities which have disturbed or altered the topography or soils on the property.
- (21) *User fee district* means the area or property within the corporate limits of the City of Franklin.
- (22) *Vacant improved property* means vacant property which is, or could reasonably be, served by any subdivision improvements that allow egress.

Sec. 23-202. - Fee established.

Subject to the provisions of this chapter, each and every residential developed property, nonresidential developed property and vacant improved property, other than exempt property, within the corporate limits of the city, and the owners and non-owner users thereof, have imposed upon them a stormwater user fee. In the event the owner and non-owner users of a particular property are not the same, the liability for each the owner and non-owner user for the stormwater user fee attributable to that property shall be joint and several. The stormwater user fee shall be a monthly or a regular interval service charge and shall be determined by the provisions of this chapter and the ERU and ERU rate which shall be established and changed from time to time by the board of mayor and aldermen.

Sec. 23-203. - Stormwater user fee collection.

The stormwater user fee for metered property shall be billed and collected monthly with the monthly city's utility services bill for those properties within the corporate limits of the city utilizing the city utilities and billed and collected separately as stormwater user fees for those properties not utilizing other city utilities. All such bills for stormwater user fees shall be rendered monthly by the utilities department. The stormwater user fee for those properties utilizing city utilities is part of a consolidated statement for utility customers, which is generally paid by a single payment. In the event that a partial payment is received, the payment shall be applied pro-rata to each account billed on the consolidated statement in the proportion that an individual account bears to the total consolidated statement of all current charges for all accounts. The stormwater user fee for unmetered property shall be billed at regular intervals. All bills for stormwater user fees shall become due and payable in accordance with the rules and regulations of the utilities department pertaining to the collection of the stormwater user fees.

Sec. 23-204. - Stormwater user fee determination.

There is hereby established the following uniform schedule of rates for the services and use of facilities of the stormwater management system by the owner, tenant, or occupant of the premises using the services and facilities of said system:

- (a) The board of mayor and aldermen, upon recommendation of the City Engineer, shall, by resolution, establish reasonable rates for the use of the system for each single-family residence: each single-family residence shall be billed at a flat fee established by the board of mayor and aldermen for an equivalent residential unit (ERU).
- (b) Parcels which are undeveloped shall be assessed a stormwater user fee. The bill shall be determined by dividing the total land area of the property, in square feet, by the area of an equivalent residential unit times a correction factor. The correction factor shall be based on the relative volume of runoff from an undeveloped property and that of a typical single-family residence, under typical hydrologic conditions.
- (c) For all nonresidential properties, that is enterprise, business establishment, building, or other occupancy not covered by subsections (a) and (b) of this section, the ERU rate shall be computed based on the total impervious area of the property divided by the average impervious area of an ERU times the rate established for an ERU. The billing amount shall be updated by the City Engineer based on any additions to the impervious areas as approved through the building permit process.
- (d) Users whose stormwater runoff is not discharged into or through the stormwater and/or flood control facilities of the city shall be exempt from paying the stormwater user fee.

Formatted: Font: 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

- (e) Users who construct, or have constructed, facilities to retain and control the quantity and/or quality of stormwater runoff from their property may be entitled to a reduction or adjustment of the stormwater user fee due, based upon reasonable criteria developed by the City Engineer.
- (f) Any person who disagrees with the calculation of the stormwater user fee's determination by the City Engineer or who seeks adjustments or exemption of his stormwater user fee, may appeal such determination to the City Engineer. An appeal shall be accompanied by a fee as specified in appendix A—Comprehensive fees and penalties, chapter 23—Stormwater management ordinance, filed in writing and include a written statement of the grounds for the appeal, with reference to the Franklin Stormwater Management Credit and Appeal Manual or other appropriate documents available from the engineering department. The City Engineer will review the appeal and render a decision within 30 days. The City Engineer's decision shall be in writing and mailed, certified return receipt requested, or hand-delivered to the address of the applicant contained in the appeal. In response to an appeal, the City Engineer may adjust the stormwater user fee applicable to a property in conformance with the general purpose and intent of this title.

Sec. 23-205. - Equivalent residential unit (ERU) established. ▲

▲ The equivalent residential unit is hereby established to be 3,350 square feet of impervious area.

Sec. 23-206. - Equivalent residential unit (ERU) rate and tiers established. ▲

- ▲ (1) *Intent.* The board of mayor and aldermen intends to establish a base ERU rate and tiers of residential properties so that application of the ERU rate and tiers as established leads to a fair and equitable result and such that the collection of fees shall be proportional to the amount of actual use of the stormwater management system. The fee structure reflects different categories of use and tiers using commonly accepted statistical principles to achieve such equitable results.
- (2) *ERU rate established.* The ERU rate to be charged for the stormwater user fee for each ERU is as specified in appendix A—Comprehensive fees and penalties, chapter 23—Stormwater management ordinance.
- (a) *Two tier residential ERU established.* Residential properties will be separated into two tiers: residential units smaller than or equal to 3,350 square feet will pay 75 percent of the ERU rate per month and residential units larger than 3,350 square feet will pay 120 percent of the ERU rate per month.
- (b) *Non-residential properties established.* Non-residential properties will pay monthly the ERU rate times the actual square footage of impervious area divided by the ERU.

Sec. 23-207. - Undisturbed property correction factor established. ▲

▲ The undisturbed property correction factor to be used to calculate the stormwater user fee for each acre of undisturbed property is hereby established to be zero percent.

CHAPTER 3. - STORMWATER APPEALS BOARD ▲

Sec. 23-301. - Established. ▲

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

▲ There is hereby established a board of seven members to be known as the "stormwater appeals board" (SAB).

Formatted: Font: +Body (Calibri), 11 pt

Sec. 23-302. - Composition; terms; filling vacancies. ▲

Formatted: Font: 11 pt

- (1) The seven members of this board shall be appointed by the mayor, subject to the approval of the board of mayor and aldermen. The mayor shall appoint members with the following qualifications: one (1) environmental engineer or environmental scientist, one attorney, one person employed or retired from an industrial or commercial establishment regulated by this article [title], and one person that is a member of an organized neighborhood organization or environmental group. At least one member of the SAB shall be a current member of the board of mayor and aldermen.
- (2) The members shall meet all requirements of the Franklin Municipal Code. All members shall serve until their successor is appointed. In the event of a vacancy, the mayor shall appoint a member to fill the unexpired term subject to approval by the board of mayor and aldermen. The SAB shall select its own chair and vice chair. All officers shall serve for terms of two years.

Formatted: Font: +Body (Calibri), 11 pt

Sec. 23-303. - General duties of the SAB. ▲

Formatted: Font: 11 pt

▲ In addition to any other duty or responsibility otherwise conferred upon the SAB by this title, the SAB shall have the duty and power as follows:

Formatted: Font: +Body (Calibri), 11 pt

- (1) To recommend from time to time to the board of mayor and aldermen that it amend or modify the provisions of this title;
- (2) To hold hearings upon appeals from orders or actions of the City Engineer, or his designees, as may be provided under any provision of this title relating to stormwater;
- (3) To hold hearings relating to the suspension, revocation, or modification of a stormwater management and/or grading permit and issue appropriate orders relating thereto;
- (4) To hold hearings relating to an appeal from a user concerning the accuracy of any fees imposed upon a stormwater management system user;
- (5) To hold such other hearings as may be required in the administration of this title and to make such determinations and issue such orders as may be necessary to effectuate the purposes of this title;
- (6) To request assistance from any officer, agent, or employee of the city or the Franklin Municipal Planning Commission and to obtain such information or other assistance as the SAB might need;
- (7) The SAB acting through its chair shall have the power to issue subpoenas requiring attendance and testimony of witnesses and the production of documentary evidence relevant to any matter properly heard by the SAB; and
- (8) The chair, vice chair or chair pro tem shall be authorized to administer oaths to those persons giving testimony before the SAB.

Deleted: c

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Sec. 23-304. - Variances. ▲

Formatted: Font: 11 pt

- (1) The SAB may grant a variance from the requirements in this title, provided to do so would not result in the violation of any state or federal law or regulation and if exceptional circumstances applicable to the site exist such that strict adherence to the provisions of this title will result in unnecessary hardship and will not result in a condition contrary to the intent of the title.

Formatted: Font: +Body (Calibri), 11 pt

- (2) The appellant shall submit a written request containing specific justifications, and any other information necessary to the City Engineer for the variance request. The City Engineer shall conduct a review of the request for a variance within 25 working days after receipt and may either support the petition or may object to the petition. The City Engineer may require additional information or an independent third party study or design analysis. If the City Engineer objects to the variance, the reasons therefore shall be stated. If the petition for variance is supported by the City Engineer, no action shall be required by the SAB. Petitions for variances that are objected to by the City Engineer shall be heard by the SAB. Once the City Engineer's review is complete or the 25 working days for review have expired, the petition shall be subject to SAB action at the next regularly scheduled meeting or at a special meeting called at the discretion of the chair if needed.
- (3) Variance requests shall be reviewed by the City Engineer and/or SAB and may be granted using the following criteria:
- (a) Those projects or activities where it can be demonstrated that strict compliance with the ordinance would result in practical difficulty. Each of the following criteria must be satisfied to show practical difficulty:
 - i. The problem is not self-created.
 - ii. The situation of the landowner is due to the unique conditions of the property. A unique condition is a condition that is peculiar to the subject property that relates to a physical aspect of the subject property.
 - iii. Compliance with the strict letter of the restrictions governing physical requirements such as lot area, setbacks, and lot coverage unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome.
 - (b) Those projects or activities serving a public need where no feasible alternative is available.
 - (c) The repair and maintenance of public improvements where avoidance and minimization of adverse impacts to water resources have been addressed.
 - (d) Other considerations, such as:
 - i. The proximity of the facility to a waterfront location, in the case of a functionally dependent facility.
 - ii. The relationship of the proposed use to the Franklin Zoning Ordinance, comprehensive land use plan, and master drainage plans for that area.
 - iii. The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - iv. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
 - v. Whether issuance of a variance is the minimum necessary so as not to destroy the character and design of a historic building or feature.
 - (e) In approving a variance, the City Engineer and/or SAB may impose conditions on the approval. The conditions shall be identified in the variance approval.
 - (f) The decisions of the SAB shall be final and conclusive.

Deleted: c

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: c

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: +Body (Calibri), 11 pt

Deleted: e

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

- (4) Effect of a variance. The issuance of a variance shall authorize only the particular variation that is approved. A variance, including any conditions, shall run with the land and shall not be affected by a change in ownership.
- (5) Subsequent development. Development authorized by the variance shall not be carried out until the applicant has secured all other approvals required by this title or any other applicable local, state or federal law or regulation. A variance shall not ensure that the development feature approved as a variance shall receive subsequent approval for other applications for development approval unless the relevant and applicable portions of this title's other applicable provisions are met.
- (6) Time limit. Unless otherwise specified in the variance, an application for a stormwater and/or grading permit shall be applied for and approved within one year of the date of the variance approval; the City Engineer shall have the authority to extend this time limit for one year as long as significant changes have not occurred in site design or water quality impacts. Following the expiration of these dates the variance shall become invalid. Permitted time frames do not change with successive owners.

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Sec. 23-305. - Meetings; quorum.

Formatted: Font: 11 pt

- (1) The SAB shall hold regular monthly meetings as needed, but no less than twice per calendar year, and such special meetings as the SAB may find necessary.
- (2) Four members of the SAB shall constitute a quorum. A concurring vote of a majority of the voting members present shall be necessary to deny or grant any appeal or variance.
- (3) The SAB meetings, deliberations, and records shall be open to the public. The SAB may elect to provide for public comment on relevant issues.

Formatted: Font: +Body (Calibri), 11 pt

Sec. 23-306. - Hearing procedure; judicial review.

Formatted: Font: 11 pt

- (1) When to be held. The SAB shall schedule an adjudicatory hearing to resolve disputed questions of fact and law whenever provided by any provision of this title or regulations.
- (2) Record of hearing. At any such hearing, all testimony presented shall be under oath or upon solemn affirmation in lieu of oath. The SAB shall make a record of such hearing, but the same need not be a verbatim record. Any party coming before the SAB shall have the right to have such hearing recorded stenographically, but in such event the record need not be transcribed unless any party seeks judicial review of the order or action of the SAB by common law writ of certiorari, and in such event the parties seeking such judicial review shall pay for the transcription and provide the SAB with the original of the transcript so that it may be certified to court.
- (3) Subpoenas. The chair may issue subpoenas requiring attendance and testimony of witnesses or the production of evidence, or both. A request for issuance of a subpoena shall be made by lodging with the chair at least ten days prior to the scheduled hearing date a written request for a subpoena setting forth the name and address of the party to be subpoenaed and identifying any evidence to be produced. Upon endorsement of a subpoena by the chair, the same shall be delivered to the chief of police for service by any police officer of the city, if the witness resides within the city. If the witness does not reside in the city, the chair shall issue a written request that the witness attend the hearing.
- (4) Hearing procedure. The party at such hearing bearing the affirmative burden of proof shall first call his witnesses, to be followed by witnesses called by other parties, to be followed by witnesses that the SAB may desire to call. Rebuttal witnesses shall be called in the same order. The chair shall rule on any evidentiary questions arising during such hearing and shall make such other rulings as may be

Formatted: Font: +Body (Calibri), 11 pt

necessary or advisable to facilitate an orderly hearing subject to approval of the SAB. The SAB, the City Engineer, or his designee, and all parties shall have the right to examine the witness. The SAB shall not be bound by or limited to rules of evidence applicable to legal procedures.

- (5) *Appeal to City Engineer's order.* Any person aggrieved by any order or determination of the City Engineer may appeal said order or determination to the SAB and have such order or determination reviewed by the SAB under the provisions of this title. The appellant shall have 30 days to petition the SAB in order to appeal the City Engineer's decision. A written notice of appeal shall be filed with the City Engineer, and such notice shall set forth with particularity the action or inaction of the City Engineer complained of and the relief sought by the person filing said appeal. A payment of \$750.00 shall accompany this appeal, and the payment shall cover the cost of court reporters, transcripts, plan reviews and other administrative costs associated with the appeal, and may be refunded to the appellant by the SAB in the event the decision of the City Engineer is overturned. A special meeting of the SAB may be called by the chair upon the filing of such appeal, and the SAB may in its discretion suspend the operation of the order or determination of the City Engineer until such time as the SAB has acted upon the appeal.
- (6) *Absence of chair.* The vice-chair or the chair pro tem shall possess all the authority delegated to the chair by this section when action in his/her absence or in his/her stead is required.
- (7) *Review of SAB's decision.* Any person aggrieved by any final order of determination of the SAB hereunder shall have judicial review by common law writ of certiorari.

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 requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
ERIC S. STUCKEY
City Administrator/Recorder

BY: _____
DR. KEN MOORE
Mayor

PASSED FIRST READING:

PUBLIC HEARING:

PASSED SECOND READING:

Approved as to Form:

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Deleted: city engineer

Formatted: Font: +Body (Calibri), 11 pt

Formatted: Font: +Body (Calibri)

Deleted: ;

Shauna R. Billingsley, City Attorney

ORDINANCE 2017-42

AN ORDINANCE TO AMEND APPENDIX A, CHAPTER 23 OF THE FRANKLIN MUNICIPAL CODE RELATIVE TO THE STATE OF TENNESSEE'S NOTICE OF COVERAGE PERMIT FEES FOR CONSTRUCTION SITES

WHEREAS, the City of Franklin's stormwater program meets the minimum standards of the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities; and

WHEREAS, The State of Tennessee has approved the City to participate as a Qualified Local Program allowing the City to administer the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities; and

WHEREAS, due to the cost of materials and labor, it is necessary to set fees for the City of Franklin, Tennessee, to be reimbursed for these costs.

NOW, THEREFORE:

SECTION I: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN, TENNESSEE, that APPENDIX A, Chapter 23 of the Franklin Municipal Code is hereby amended to read as follows:

Construction General Permit – Application Fee	
Project equal to or greater than 150 acres	\$10,000
Project equal to or greater than 50 acres and less than 150 acres	\$6,000
Project equal to or greater than 20 acres and less than 50 acres	\$3,000
Project equal to or greater than 5 acres and less than 20 acres	\$1,000
Project equal to or greater than 1 acres and less than 5 acres	\$250
Seeking subsequent coverage under an actively covered larger common plan of development or sale	\$100

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 requiring it.

ATTEST:

By: _____
Eric Stuckey
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

PASSED FIRST READING:

PUBLIC HEARING:

PASSED SECOND READING:

Approved as to form by:

Shauna R. Billingsley
City Attorney



June 28, 2017

Jeff Willoughby, Stormwater Coordinator
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Dear Mr. Willoughby:

Subject: Harpeth River Bank Stabilization at the Franklin WWTP Project
Bid Recommendation Letter
CEC Project No. 150-634

Civil & Environmental Consultants, Inc. (CEC) has completed our review of the unit price bids received on June 26, 2017 for the subject project. Three bids were received; one each from Curl Construction, Cleary Construction and Viking Products. The low bidder for the base bid was Viking Products in the amount of **\$311,782.21**.

The bids were reviewed for compliance with the Section I - Instructions for Bidders, and the bids appear responsive. The one exception is that Cleary Construction did not include proof of qualifications. CEC has followed up with Cleary and still has not received qualifications at this time. The TN EPSC website was checked and each of the bidders has employees that currently hold the EPSC Level I Training Certification.

CEC recommends that the City of Franklin choose Viking Products for this project because they have successfully completed previous stream projects for the City and are the low bidder. CEC will be ready to schedule a Pre-Construction meeting after the construction contract has been approved by the Board of Mayor and Aldermen (BOMA). It is our understanding that the BOMA vote will take place at the August 8, 2017 meeting. We anticipate holding the Pre-Construction meeting in late August with construction beginning shortly afterward.

Thank you for the opportunity to assist the City of Franklin with this important project. Please call us at (615) 333-7797 or via e-mail at egardner@cecinc.com with any questions you may have about this bid recommendation.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Eric J. Gardner, P.E., CPESC
Project Manager

Steven E. Casey, P.E., CPESC
Principal

Attachment: Construction Bid Tab
Viking Products TDEC Level I Certification



Civil & Environmental Consultants, Inc.



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN HARPEATH RIVER BANK STABILIZATION PROJECT

Bid Opening
June 26, 2017 @ 2:00PM

SCHEDULE A - UNIT PRICE BID TABULATION				Curl Construction			Cleary Construction			Viking Products		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Bid Bond	Drug Free	License	Bid Bond	Drug Free	License	Bid Bond	Drug Free	License
				X	X	X	X	X	X	X	X	X
				Unit Cost	Total		Unit Cost	Total		Unit Cost	Total	
000-01.01	PROJECT MOBILIZATION	EACH	1	\$41,500.00	\$41,500.00		\$38,000.00	\$38,000.00		\$7,400.00	\$7,400.00	
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$5,000.00	\$5,000.00		\$43,000.00	\$43,000.00		\$2,000.00	\$2,000.00	
202-01.56	REMOVAL OF STRUCTURES & OBSTRUCTIONS (SAMPLING STATION SUPERSTRUCTURE)	LS	1	\$3,000.00	\$3,000.00		\$14,500.00	\$14,500.00		\$500.00	\$500.00	
202-01.57	REMOVAL OF STRUCTURES & OBSTRUCTIONS (SAMPLING STATION FOUNDATION)	LS	1	\$7,500.00	\$7,500.00		\$17,500.00	\$17,500.00		\$3,000.00	\$3,000.00	
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	CY	2268	\$25.00	\$56,700.00		\$52.00	\$117,936.00		\$37.20	\$84,369.60	
209-03.23	FILTER SOCK (24 INCH)	LF	500	\$7.00	\$3,500.00		\$32.00	\$16,000.00		\$3.00	\$1,500.00	
209-03.47	STREAM MITIGATION - LONGITUDINAL STONE TOE	CY	2519	\$92.50	\$233,007.50		\$132.00	\$332,508.00		\$53.36	\$134,413.84	
209-03.55	STREAM MITIGATION (LIVE STAKES)	EACH	3480	\$7.00	\$24,360.00		\$7.75	\$26,970.00		\$1.98	\$6,890.40	
209-03.57	STREAM MITIGATION (LIVE SILTATION)	LF	1265	\$43.55	\$55,090.75		\$36.00	\$45,540.00		\$8.23	\$10,410.95	
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	646	\$35.00	\$22,610.00		\$60.00	\$38,760.00		\$16.71	\$10,794.66	
709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	224	\$41.00	\$9,184.00		\$137.00	\$30,688.00		\$28.02	\$6,276.48	
801-01.01	SEEDING (WITH MULCH)	UNIT	10	\$100.00	\$1,000.00		\$556.00	\$5,560.00		\$50.00	\$500.00	
801-01.35	GRASS SEED MIX (RIPZN/FLPL) W/MULCH	UNIT	52	\$100.00	\$5,200.00		\$556.00	\$28,912.00		\$40.39	\$2,100.28	
805-12.08	700 GRAM COIR FIBER EROSION BLANKET	SY	2550	\$15.00	\$38,250.00		\$5.00	\$12,750.00		\$6.52	\$16,626.00	
	CONTINGENCY (AS DIRECTED BY ENGINEER)				\$25,000.00			\$25,000.00			\$25,000.00	
TOTAL					\$530,902.25			\$793,624.00			\$311,782.21	

Level 1 Certified - Click Column Heading to Sort

Quick Search Organization

Page of 1

First Name	Last Name	Organization	City	Exp Date	Cert No
Gary	Mitchell	Viking Products	Mt Juliet	12/31/2017	130340
Ryan	Mitchell	Viking Products	Mt Juliet	12/31/2017	130341

RESOLUTION 2017-59

A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2017-0079) FOR THE HARPETH RIVER BANK STABILIZATION PROJECT AT THE CITY OF FRANKLIN WATER RECLAMATION FACILITY TO VIKING PRODUCTS, INC., IN THE AMOUNT OF \$311,782.21

WHEREAS, the left descending bank of the Harpeth River at the City's Water Reclamation Facility has experienced significant erosion; and

WHEREAS, the river bank must be stabilized to prevent further erosion and to protect critical infrastructure at the Water Reclamation Facility; and

WHEREAS, on June 26, 2017, sealed bids were received by the City of Franklin Engineering Department, 109 3rd Avenue South, Franklin, Tennessee, 37064, and were publicly opened and read aloud for the Harpeth River Bank Stabilization Project (COF Contract No. 2017-0079) at the City of Franklin Water Reclamation Facility; and

WHEREAS, after careful review and tabulation of all submitted bids, City staff recommends awarding the construction contract (COF Contract No. 2017-0079) to Viking Products, Inc., in the amount of Three Hundred Eleven Thousand Seven Hundred Eighty-Two and 21/100 Dollars (\$311,782.21); and

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

Approval is granted to award the construction contract (COF Contract No. 2017-0079) to Viking Products, Inc., for the Harpeth River Bank Stabilization Project at the City of Franklin Water Reclamation Facility in the amount of Three Hundred Eleven Thousand Seven Hundred Eighty-Two and 21/100 Dollars (\$311,782.21).

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR HILLSBORO ROAD IMPROVEMENTS PHASE 2,
INDEPENDENCE SQUARE TO MACK HATCHER PARKWAY, PROJECT
COF Contract No. 2015-0150**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the **City of Franklin, Tennessee** ("City") and **Sullivan Engineering, Inc. (SEI)** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") (COF Contract No. 2015-0150) entitled Hillsboro Road Improvements Project Phase 2, Independence Square To Mack Hatcher Parkway, dated the 14th day of July 2015; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of THIRTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND 15/100 DOLLARS (\$36,884.15), as authorized by the City Engineer and as detailed in the fee Schedule; and

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

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated March 21, 2017, in the amount of **FOURTEEN THOUSAND EIGHT HUNDRED THIRTY-SEVEN AND 52/100 DOLLARS (\$14,837.52)**; and

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their March 21, 2017, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **FOURTEEN THOUSAND EIGHT HUNDRED THIRTY-SEVEN AND 52/100 DOLLARS (\$14,837.52)**.

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

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

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

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

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

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

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

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

All other provisions of the Agreement dated July 14, 2015, are unchanged and remain in full force and effect.

(Signatures on next page)

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

Sullivan Engineering, Inc., (SEI)

By: _____

Dr. Ken Moore

Mayor

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

Attest:

Eric S. Stuckey

City Administrator

Date: _____

Approved as to form:

Kristen L. Corn, Assistant City Attorney

COF contract no. 2015-0150 Amendment 1



SULLIVAN ENGINEERING, INC.

317 MAIN STREET, SUITE 201
FRANKLIN, TN. 37064
(615) 642-5822

March 21, 2017

Mr. William Banks,
City of Franklin Engineering
109 3rd Avenue South
Franklin, TN 37064

RE: Limited Construction Administration & Design Services
Hillsboro Rd. – Phase 2 Improvements, (SR-106, US 431)
From Independence Square to Mack Hatcher Bypass
City of Franklin project # 2015-0150, Amendment #1
City of Franklin, Tennessee
Williamson County
T.D.O.T.-PIN 108409.00
SEI Project #12-013

Dear William,

Sullivan Engineering, Inc. (SEI) is pleased to submit Amendment #1, for additional Construction Engineering Administration and Supplemental Design Services associated with Phase 2 construction of Hillsboro Road. The proposed services are to incorporate plans revisions requested by the TN Department of Transportation, Local Program Office. These services shall also allow SEI to extend services past the contract award and be available in the early construction phase to provide input on plan interpretation and Supplemental Instructions.

Project History

The original Contract Agreement dated July 15, 2015, provided for additional design services and an allowance for limited Construction Administration Services. As with any project, especially the complexity of Hillsboro Road these services are difficult to estimate. The scope of services to date have been used for a variety of items such as supplemental survey, project meetings and redesign of the roadway north of Claude Yates Drive.

Various utility issues have required development of drainage structure options not typically utilized on a TDOT project. Specialty items researched, of this nature are not typically anticipated, as all items typically originate from the TDOT procurement list. In developing these options additional research time, product evaluation, meetings, details and related design efforts were not been anticipated. However, this effort has provided options to obtain desperately needed clearance for installation of underground utility installation.

Although, extensive efforts to coordinate and design the proposed underground utilities with existing it is not uncommon to encounter unforeseen conflicts during construction. As conflicts arose, the construction

team resolves them but at the same time, a design change in one area sometimes requires another area to be evaluated and modified.

With the undetermined time line for the TDOT Construction of Hillsboro Road, north of Rebel Circle on west and north of Claude Yates Drive east, which is to be constructed as part of the extension of Mack Hatcher Parkway, modifications to the current design, were implemented. These design changes will serve to reduce cost and conflict when Mack Hatcher Parkway is extended at some future point. Additionally this will allow the City to implement more of the Gateway features onto this phase of work.

Scope of Engineering Services/Fee

Following is a description of supplemental services to assist the City during the final stages of construction.

SUMMARY OF ENGINEERING DESIGN SERVICES

HILLSBORO ROAD (TDOT-PIN 106997.00) From: Independence Square To: Mack Hatcher Bypass			
(1)	<u>(Supplemental Engineering Services)</u>		
Notes	Task	Sullivan Engineering, Inc	<u>Budget</u>
	1	Design modification adjustments resulting from construction activities.	\$6,454.40
	2	Attend construction project meetings for the duration of the construction contract and prepare any supplemental instructions requested. Meeting attendance will be per the City's request.	\$8,133.12
	3	Printing of documents for meetings and supplemental instructions.	\$250.00
		Total Estimated Project Budget	\$14,837.52

NOTES:

Services to be provided based on direction by City Staff and invoiced on an hourly basis.

EXCLUSIONS:

Aerial survey
Topographic Survey
Update original 2002 field topographic survey.
Utility Relocation Design
Environmental and Erosion Control mitigation design plans
Historical or Archeological mitigation plan
Construction Testing and observation
Roadway lighting
Electrical design
Storm Water mitigation, retention or detention requirements
Geotechnical and Testing Services
Structural (bridge, retaining walls and foundations)

Environmental Updates

ADDITIONAL SERVICES

Any work, other than the scope of services outlined herein, shall be designated additional services. At such time that it is determined that these additional services are required; our design team reserves the right to amend this proposal or execute a separate agreement that will provide such services. Services desired by the client, but not specifically outlined herein, can be provided on an hourly basis in accordance with the design teams standard hourly rates.

I hope this proposal meets with your approval. Please contact me at your convenience after you have had a chance to review this proposal so we can discuss and answer in questions.

Sincerely,

Sullivan Engineering, Inc.

Paul V. Collins, Jr.

Paul V. Collins, Jr.
Vice President

cc: Mr. Richard Sullivan, PE, Sullivan Engineering, Inc.



SULLIVAN ENGINEERING, INC.
1722B GENERAL GEORGE PATTON DR.
SUITE 400, BRENTWOOD, TN 37027
(615) 642-5822

March 21, 2017

Additional services:

The following is SEI's hourly rates for any additional services, which may be required.

Reimbursable Expenses Schedule

Reimbursable expenses for services performed on the date of the Agreement are:

FAX	\$0.25/page
8"x11" Copies/Impression	\$0.10/page
Blue Print Copies	\$0.50/sq. ft.
Reproducible Copies (24" x 36" Mylar)	\$15.00/page
Reproducible Copies (24" x 36" Vellum)	\$10.00/page
Reproducible Copies (24" x 36" Bond)	\$5.00/page
Mileage (auto)	\$0.49/mile
Long Distance Phone Calls	at cost
Meals and Lodging	at cost

Standard Hourly Rates Schedule

Reimbursable hourly rates for services performed on the date of the Agreement are:

Billing Class	Staff	Rate	Increment
Billing Class 10	Professional Engineer II	\$171.40	Hour
Billing Class 9	Professional Engineer I	\$144.71	Hour
Billing Class 8	Staff Associate/Project Coordinator	\$127.08	Hour
Billing Class 7	Project Manager	\$107.11	Hour
Billing Class 6	Roadway Designer II	\$102.51	Hour
Billing Class 5	Roadway Designer I	\$93.09	Hour
Billing Class 4	CADD Technician	\$96.99	Hour
Billing Class 3	Stormwater Inspection	\$91.80	Hour
Billing Class 2	Secretary	\$70.90	Hour
Billing Class 1	Office Helper	\$34.74	Hour

**AGREEMENT FOR REIMBURSEMENT OF COSTS
FOR WATER DISTRIBUTION IMPROVEMENTS
COF CONTRACT NO 2017-0084**

This Agreement between THE CITY OF FRANKLIN, TENNESSEE ("City") and Dominion Senior Living of Franklin LLC, ("Developer"), entered into on this the ____ day of _____, 2017, subject to the following premises, terms and conditions.

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Watson Glen Subdivision, site plan, section 2 (Somerby) Project # 5766 for approval ("Development"); and

WHEREAS, the Developer has been required as a condition of this approval to construct certain off-site water distribution improvements ("Water Improvements"), which will become a part of the Franklin water distribution system and will be available for the use and benefit not only of businesses and residents within the Development, but other present and future customers of the Franklin water distribution systems outside the Development; and

WHEREAS, the Developer is therefore entitled pursuant to Section 18-108 [Main extensions and facilities funded in whole or in part by developers] of the Franklin Municipal Code to be reimbursed for a portion of the costs of construction of the said Water Improvements as described herein; and

WHEREAS, the Developer has incurred, or based upon reasonable estimates of the City Engineer, will incur, a cost of ONE HUNDRED SEVENTY-ONE THOUSAND THREE HUNDRED NINETY-SIX AND 00/100 DOLLARS (\$171,396.00) in the construction of the Water Improvements, including labor, equipment, supplies, materials, engineering design, supervision, inspection, legal and acquisition costs for easements and right-of-way, including without limitation the costs, including attorney fees, of eminent domain proceedings associated therewith. Of these costs, the City Engineer has determined that the additional cost of upsizing Water Improvements as requested by the City is NINE THOUSAND FIVE HUNDRED EIGHTY-SIX AND 09/100 DOLLARS (\$9,586.09); and

WHEREAS, the determination as to eligible cost reimbursement is based generally upon the difference in sizing and capacity of the lines and other facilities needed for the Development and that needed or required by the City for the water distribution system as a whole, i.e. the "cost of upsizing," although the City may, in its discretion, consider other factors necessary for an equitable sharing of costs.

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. The Developer and the City agree that the Developer shall be eligible for reimbursement as hereafter set forth for the Water Improvements shown on Exhibit A, as may be further revised.
3. The total eligible cost associated with the Water Improvements for which Developer is eligible for reimbursement is NINE THOUSAND FIVE HUNDRED EIGHTY-SIX AND 09/100 DOLLARS (\$9,586.09). Reimbursement for the Water Improvements shall be made until such time as the eligible

cost has been fully reimbursed by providing a payment to the Developer of Water Access Fees paid by the Developer.

4. Prior to reimbursement of the total eligible cost and acceptance of the Water Improvements, the Developer must submit to the City a detailed statement of the actual eligible costs and the Board may, in its discretion, adjust the eligible costs to reflect the actual project costs.

5. The parties 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.

6. The parties agree that, except as recited in this Agreement, the Developer has no further right of reimbursement with respect to the Sewer Improvements and Water Improvements and the Developer expressly releases the City from any further claim therefor. The Developer further acknowledges and agrees that the reimbursement rights provided herein do not constitute a debt of the City but only a right of offset against fees otherwise due from the Developer.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2017.

WITNESS our hands on the dates as indicated.

~~Contractor~~ Developer

Dominion Senior Living of Franklin LLC

By: Dave B. Rodgers

Title: Authorized Agent

Print Name: Dave B. Rodgers

Date: 07.10.17

STATE OF ~~TENNESSEE~~ ALABAMA)

)

COUNTY OF ~~WILLIAMSON~~ JEFFERSON)

Before me, JANINE HANSEN MARSTON, a Notary Public of said County and State, personally appeared DAVE B. RODGERS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged HIM self to be AUTHORIZED AGENT (or other officer authorized to execute the instrument) of DOMINION PARTNERS, the within named bargainor, a general partnership, and that as such HIM executed the foregoing instrument for the purposes therein contained, by personally signing the name of the general partnership by HIM self as AUTHORIZED AGENT

Witness my hand and seal, at Office in BIRMINGHAM, ~~Tennessee~~ ^{Alabama}, this 10th day of JULY, 2017.

Dominion Senior Living of Franklin LLC

Janine Hansen Marston

Notary Public

My Commission Expires:



CITY OF FRANKLIN, TENNESSEE

By: _____ Date: _____

Dr. KEN MOORE
Mayor

By: _____ Date: _____

ERIC S. STUCKEY
City Administrator

STATE OF TENNESSEE)
)ss:
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 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 on this the ____ day of _____, 2017.

Notary Public
My Commission expires: _____

Approved as to form by:

Shauna R. Billingsley
City Attorney

EXHIBIT A

Option recommended by
City of Franklin

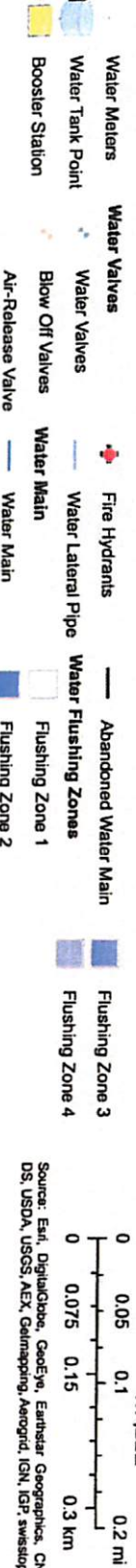
FRANKLIN DISCLAIMER

This map was created by the City of Franklin's MIT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2015. All Rights Reserved.

License Agreement:
The data contained on this media was provided as a public service. The City of Franklin in no way grants Rights of Ownership to the bearer of this media. By using this data, you agree NOT to resell or redistribute the information contained hereon. All data and materials Copyright © 2010. All Rights Reserved.



April 27, 2016



Prepared by:
City of Franklin, Tennessee Engineering
109 Third Avenue South
Franklin, Tennessee 37064
615-791-3217

**SANITARY SEWER EXTENSION AGREEMENT
COF CONTRACT NO 2016-0307**

This Sanitary Sewer Extension Agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and K&T Associates, LLC, on this the ____ day of _____, 2017.

WHEREAS, K&T Associates, LLC, currently owns property located in the vicinity of the intersection of Five Mile Crossing and Old Peytonsville Road located in the City of Franklin, Tennessee, as shown on Exhibit A; and

WHEREAS, K&T Associates, LLC, is the owner of property known as Map 106, Parcel 175.01 as shown on Exhibit A; and

WHEREAS, identical agreements have been executed between the City and Mapco Express, Inc. (COF Contract No. 2016-0363) and between the City and Robert N. Moore Jr. (COF Contract No. 2016-0362); and

WHEREAS, collectively, the properties owned by Robert N. Moore Jr., K&T Associates, LLC, and Mapco Express, Inc. referenced in these three contracts, are the "Affected Properties;" and

WHEREAS, the Goose Creek Inn Wastewater Treatment Plant (WWTP) provides sanitary sewer service to the Affected Properties; and

WHEREAS, on September 26, 2016, Commissioner Robert J. Martineau, Jr., on behalf of the Tennessee Department of Environment and Conservation issued an Order and Assessment to Robert N. Moore Jr. for violations associated with the domestic wastewater treatment system; and

WHEREAS, the City and K&T Associates, LLC have agreed to extend the City's sanitary sewer infrastructure, abandon the existing package plat and stop discharging from the Goose Creek Inn WWTP (known as the "Project"), as shown in concept on Exhibit A; and

WHEREAS, the estimated cost associated with the construction, easement acquisition, permitting, design and construction management for the Project is FIVE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$540,000.00) as shown on Exhibit B; and

NOW THEREFORE, the City and K&T Associates, LLC, its successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Based upon a preliminary estimate prepared by Paul Holzen, City Engineer, an engineer licensed by the State of Tennessee, the costs of the above improvements is estimated at Five Hundred Forty Thousand and No/100 Dollars (\$540,000) which includes the total design, right-of-way/easement, permitting, construction management and construction costs for those improvements directly associated with providing a sanitary sewer collection system for the Affected Properties (the "Estimated Costs"). All improvements will be designed by and construction supervised by, an engineer licensed by the State of Tennessee. In the event the construction bids for the Project would result in the actual total costs of the Project exceeding 110% of the Estimated Costs, then the City shall provide written notice to K&T Associates, LLC, and K&T Associates, LLC shall have thirty (30) days in which to notify the City in writing of its election to terminate this Agreement. Should any of the Affected Property owners elect to terminate their agreement, (COF Contract No. 2016-0307, COF Contract No. 2016-0362 AND COF Contract No. 2016-0363) the City shall have the right to terminate this contract. In the event any of the Affected Property Owners or the City elect to terminate the agreement, K&T Associates, LLC shall reimburse the City for K&T Associates, LLC's proportionate share (as defined in Sections 5 and 7 of this Agreement) of the costs incurred by the City as of the date of the notice to K&T Associates, LLC that the costs would exceed 110% of the Estimated Costs. Such reimbursement shall be paid to the City within thirty (30) days of receipt from the City of reasonable documentation for all such cost. Notwithstanding any other provision of this Agreement, following such notice of termination and reimbursement payment to the City, K&T Associates, LLC shall have no further obligations or liability to the City under this Agreement and the City shall not extend sanitary sewer to the K&T Associates, LLC's property.
3. Prior to approving any change order that would result in the total costs of the Project exceeding the Estimated Costs, the City shall consult with K&T Associates, LLC and accept any reasonable suggestions made by K&T Associates, LLC to reduce the cost of the change order.
4. Within thirty (30) days from the date K&T Associates, LLC receives written notice from the City that the Board of Mayor and Aldermen have approved the construction bids for the Project, K&T Associates, LLC shall pay all sewer tap and connection fees as established in Franklin Municipal Code and as estimated in Exhibit B.
5. Except as expressly provided in Section 2, the City and K&T Associates, LLC agree that One Hundred percent (100%) of the City's cost, plus interest as provided in Section 6, for the design, right-of-way/easement acquisition, permitting, construction management and construction cost of the Project shall be reimbursed by the Affected Properties to the City. The owners of the Affected Properties shall only be liable for their proportionate share of the final Project cost. The City and K&T Associates, LLC agree that the proportionate share for each Affected Properties shall not be subject to change and shall be as follows:

Property Owner	Total Market Appraisal (Source: Williamson County Property Assessor)	Proportionate Share
K&T Associates LLC.	\$2,097,700	36.24%
Robert N. Moore Jr.	\$2,260,700	39.05%
MAPCO	\$1,430,100	24.71%
Total	\$5,054,500	100.00%

6. The City agrees to fund the initial capital investment cost associated with the design, right of way/easement acquisition, permitting, construction and construction management of the Project. K&T Associates, LLC agrees to reimburse the City 100% of its proportionate share of the actual Project cost to include a 3.5% per annum interest rate.
7. K&T Associates, LLC shall owe to the City 36.24% for its proportionate share of the Project cost to include the cost associated with the design, right of way/easement acquisition, permitting, construction and construction management for the Project and interest as provided in Section 6.
8. K&T Associates, LLC shall pay its proportionate share of the final total Project cost over a term of five (5) years and shall be required to pay off 100% of its proportionate share of the total Project cost prior to transferring ownership of its property. The City shall permit K&T Associates, LLC to pay in monthly installments on a schedule determined by the City. Following City approval of the final Project change order/cost, the City shall notify K&T Associates, LLC of the final Project cost and establish the minimum monthly billing associated with the Project. The City will provide reasonable documentation for all such cost. In the event any monthly payment due from K&T Associates, LLC shall be delinquent thirty (30) days after it is due and payable, and such default is not cured by K&T Associates, LLC within thirty (30) days of the receipt of written notice of such default from the City, then the whole balance of the unpaid Project costs shall then become due and payable and shall be subject to such late fees for delinquent sewer fees as provided in the Franklin Municipal Code and a lien shall be placed on the K&T Associates, LLC Property by the City until all delinquent payments are made to the City.
9. The City and K&T Associates, LLC agree that monthly sanitary sewer billing, including but not limited to any monthly minimum sewer fee, shall be initiated at the time sanitary sewer flow is removed from the Goose Creek Inn WWTP and connected to the City's sanitary sewer infrastructure. Sanitary sewer billing shall be based on current requirements as established in Franklin Municipal Code.
10. K&T Associates, LLC agrees to execute, at no cost to the City, the Project or the Affected Properties, any necessary temporary and permanent easements provided by the City that are required for the design, construction, operations and maintenance of any portion of the Project located on the K&T Associates, LLC Property. Easements shall be executed by K&T

Associates, LLC within thirty (30) days of the City notifying K&T Associates, LLC in writing that the City has obtained all necessary local, state and federal permits required as part of the Project. Final determination on the required easements shall be determined by the City Engineer.

11. Following the completion of construction and acceptance of the Project, the City agrees to be responsible for the long-term maintenance and operations of the public sanitary sewer infrastructure as shown in concept on Exhibit A.
12. This Agreement is subject to the City obtaining all necessary local, state and federal permits associated with the Project. The City shall not be liable for any delays associated with the engineering/design, right-of-way, construction management and construction associated with this Project.
13. This agreement shall be recorded by the City with the Williamson County Register of Deeds against the Affected Properties within 30 days of complete execution of the Agreement as well as signatures of the owners of the Affected Properties. Following payment of 100% of the K&T Associates, LLC 's proportionate share of the cost of the Project, the City shall record a document indicating that all Project cost owed by K&T Associates, LLC has been paid and release K&T Associates, LLC and the K&T Associates, LLC Property from further obligations associated with this Agreement.
14. The City's obligations to this Agreement are subject to prevention by causes beyond the City's control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
15. The City and K&T Associates, LLC agree that the terms and conditions contained herein shall be binding on and shall inure the benefit to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
16. The City shall have no liability except as specifically provided in this Agreement.
17. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
18. Deadlines. If any date specified in this Agreement for the performance of an obligation, the giving of a notice, or the expiration of a time period falls on a Saturday, Sunday, or bank holiday, then this Agreement shall be automatically revised so that such date falls on the next occurring business day.
19. Interpretation. Each of the parties hereto has agreed to the particular language of this Agreement, and any question regarding the meaning hereof shall not be resolved by any rule

providing for construction against the party who caused the uncertainty to exist or against the draftsman.

20. Exhibits. The City and K&T Associates, LLC acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein.
21. Entire Agreement. This Agreement together with its exhibit(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 _____, 2017.

[Signatures on following pages]

WITNESS our hands on the dates as indicated.

K&T Associates, LLC

By: Ted L. Petty

Print Name: Ted L. Petty

Title: Owner

Date: 6-16-17

STATE OF Tennessee

COUNTY OF Williamson

Before me, Amanda Ray, a Notary Public of said County and State, personally appeared Ted L. Petty, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be owner (or other officer authorized to execute the instrument) of K&T Associates, LLC, the within named bargainer, a property owner and that he as such owner executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this 16 day of June, 2017.



Amanda Ray
Notary Public
My Commission Expires: 6/18/18

WITNESS our hands on the dates as indicated.

CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____

DR. KEN MOORE

Mayor

Date: _____

By: _____

ERIC S. STUCKEY

City Administrator

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

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

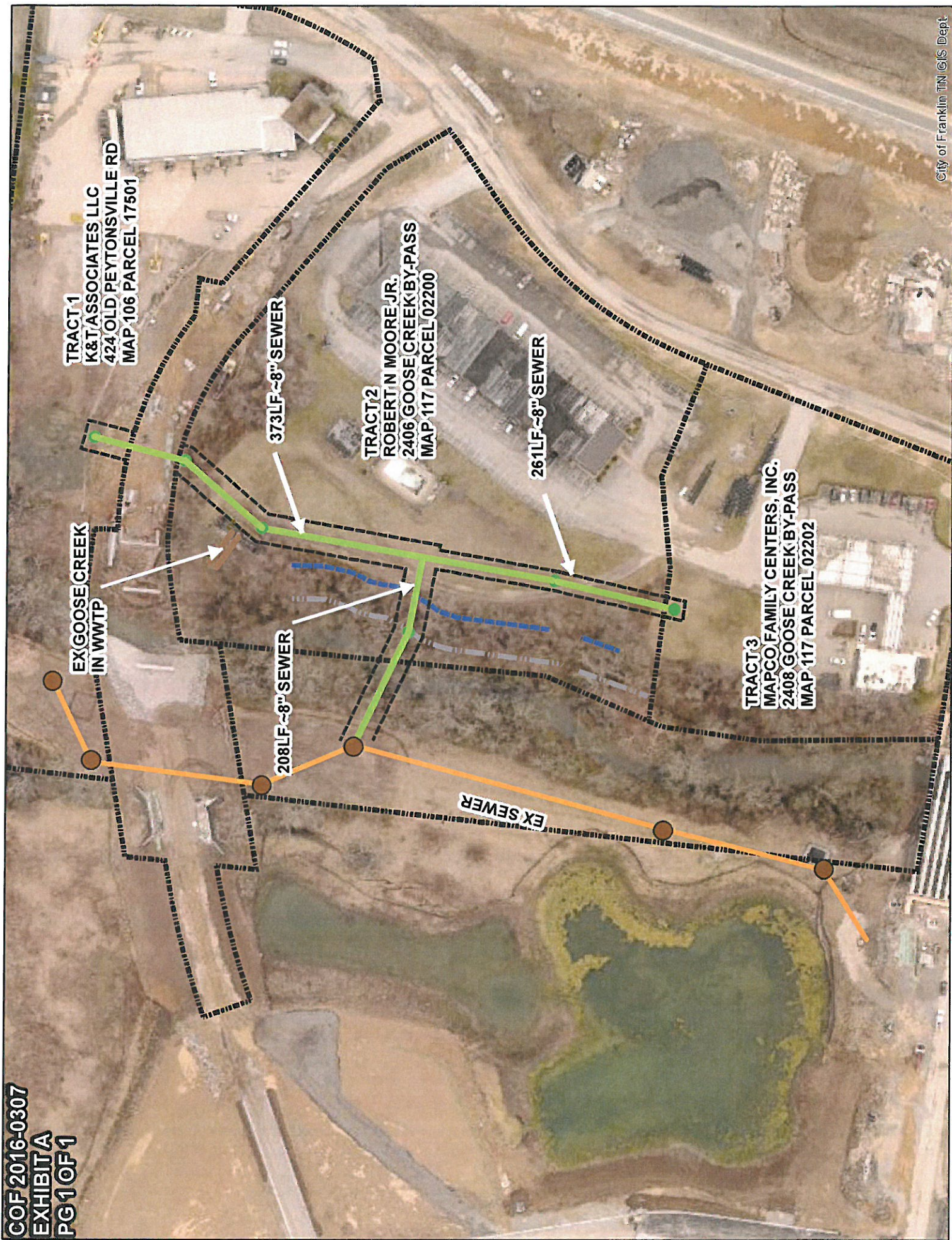
Witness my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Approved as to form by:

Kristen L. Corn, Assistant City Attorney



Estimated Construction Cost

Goose Creek Inn Sewer Project

Update Completed: 04-27-2017

Item #	Item Name	QTY.	UNIT	Unit Price	Total Price
General					
1	TEMPORARY FACILITIES AND CONTROLS (MOBILIZATION)	1	LS	\$20,000.00	\$20,000.00
2	SEEDING WITH MULCH	1632	LF	\$1.50	\$2,448.00
3	Erosion & Sediment Control	1	LS	\$10,000.00	\$10,000.00
4	Additional Crushed Stone Refill - No. 67 stone, where directed by the Owner or Engineer	20	CY	\$40.00	\$800.00
5	Utility Relocation Contingency	1	LS	\$50,000.00	\$50,000.00
6	Contingency	1	LS	\$15,000.00	\$15,000.00
7	Decommissioning and Disposal of Existing Goose Creek Inn WWTP	1	LS	\$10,000.00	\$10,000.00
8	Guardrail Modifications (remove and reinstall)	1	LS	\$15,000.00	\$15,000.00
Sanitary Sewer					
8	8-inch PVC SDR 26 (*See note 1)	763	LF	\$90.80	\$69,280.40
9	8-inch PVC SDR 26 - Stream Crossing	79	LF	\$1,200.00	\$94,800.00
10	4' diameter Precast Manhole, 0-6' depth	7	EA	\$3,200.00	\$22,400.00
11	4' diameter precast manhole sidewall, greater than 6' depth	44	VF	\$215.00	\$9,460.00
12	6" PVC SDR 26 Gravity Sewer Service Line (*See note 2)	3	EA	\$1,640.00	\$4,920.00
13	Manhole Vent Assembly	1	EA	\$4,210.00	\$4,210.00
14	Watertight Manhole Casting	2	EA	\$1,050.00	\$2,100.00
15	Connect to existing manhole	1	EA	\$2,100.00	\$2,100.00
16	New Exterior drop assembly on existing manhole	1	EA	\$3,040.00	\$3,040.00
17	CCTV Inspection of New Gravity Sewer	842	LF	\$1.50	\$1,263.00
18	Mineral Aggregate, Type A Base, Grading D (TDOT Item 303-01)	324.8	TONS	\$25.90	\$8,412.32
19	Cold Planning Bituminous Pavement (TDOT Item 415-01.02)	2400	SY	\$4.00	\$9,600.00
20	ACS (PG70-22) Grading D (TDOT Item 411-02.10)	190.8	TON	\$112.00	\$21,369.60
21	Asphalt Concrete Mix (PG70-22) (BPMB-HM) Grading B-M2 (TDOT Item 307-02.08)	488.2	TON	\$120.00	\$58,579.20
22	Concrete Curb and Gutter (TDOT Item 702-03)	5	CY	\$300.00	\$1,500.00
TOTAL BID AMOUNT					\$436,282.52

Note 1 Item includes backfill. Roadway Base Stone and Pavement to be paid out of other line items.

Complete in place service connection (includes at minimum a cleanout assembly, service line pipe, fittings, unclassified excavation, bedding,

Note 2 backfilling, flexible couplings and trees, and all other materials, labor and equipment to complete the work.

Total Estimated Project Cost

Engineering and Survey Cost	\$58,520.00
Permitting Fees	\$4,000.00
Easement Cost	\$0.00
Construction Cost	\$436,282.52
Construction Management Cost	\$41,197.48
Total Estimated Project Cost	\$540,000.00

Estimated Sewer Tap and Connection Fees

	Meter Size	Application Fee	Sewer Connection Fee	SDF	Access Fee	Installation Fee	EDF	Total
Mapco Family Centers, Inc.	1"	\$25	\$50	\$5,775	\$8,400	\$263	\$1,800	\$16,313
K&T Associates LLC	3/4"	\$25	\$50	\$1,444	\$2,100	\$263	\$450	\$4,332
K&T Associates LLC	1"	\$25	\$50	\$5,775	\$8,400	\$263	\$1,800	\$16,313
Robert N. Moore Jr.	2"	\$25	\$50	\$18,480	\$26,880	\$263	\$5,760	\$51,458

Prepared by:
City of Franklin, Tennessee Engineering
109 Third Avenue South
Franklin, Tennessee 37064
615-791-3217

**SANITARY SEWER EXTENSION AGREEMENT
COF CONTRACT NO 2016-0362**

This Sanitary Sewer Extension Agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and Sondra F. Morris, Executor of the Estate of Robert N. Moore Jr. on this the 5th day of July, 2017.

WHEREAS, Robert N. Moore Jr. (the "Decedent"), died on February 28, 2017, and the Decedent's Last Will and Testament dated April 13, 2016, was admitted to probate on April 4, 2017 as File No. P9060 in the Chancery Court for Williamson County, Tennessee, whereupon Sondra F. Morris was appointed Executor (the "Executor") for the Decedent's Estate (the "Estate"); and

WHEREAS, the Decedent, owned property located in the vicinity of the intersection of Five Mile Crossing and Old Peytonsville Road located in the City of Franklin, TN as shown on Exhibit A, and also known as Map 117, Parcel 22.00; and

WHEREAS, identical agreements have been executed between the City and K&T Associates, LLC (contract number 2016-0307) and between the City and Mapco Express, Inc (contract number 2016-0363); and

WHEREAS, collectively, the properties owned by K&T Associates, LLC and MAPCO referenced in these three contracts, are the "Affected Properties;" and

WHEREAS, the Goose Creek Inn Wastewater Treatment Plant (WWTP) provides sanitary sewer service to the Affected Properties; and

WHEREAS, on September 26, 2016 Commissioner Robert J. Martineau, Jr., on behalf of the Tennessee Department of Environment and Conservation issued an Order and Assessment to the Decedent for violations associated with the domestic wastewater treatment system; and

WHEREAS, the City and the Executor, on behalf of the Estate, have agreed to extend the City's sanitary sewer infrastructure, abandon the existing package plat and stop discharging from the Goose Creek Inn WWTP (known as the "Project"), as shown in concept on Exhibit A; and

WHEREAS, the estimated cost associated with the construction, easement acquisition, permitting, design and construction management for the Project is FIVE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$540,000.00) as shown on Exhibit B; and

NOW THEREFORE, the City and the Executor, its successors and assigns, on behalf of the Estate, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Based upon a preliminary estimate prepared by Paul Holzen, City Engineer, an engineer licensed by the State of Tennessee, the costs of the above improvements is estimated at \$540,000.00 which includes the total design, right-of-way/easement, permitting, construction management and construction costs for those improvements directly associated with providing a sanitary sewer collection system for the Affected Properties (the "Estimated Costs"). All improvements will be designed by and construction supervised by, an engineer licensed by the State of Tennessee. In the event the construction bids for the Project would result in the actual total costs of the Project exceeding 110% of the Estimated Costs, then the City shall provide written notice to the Executor, and the Executor shall have thirty (30) days in which to notify the City in writing of its election to terminate this Agreement. Should any of the Affected Property owners elect to terminate their agreement, (COF 2016-0307, COF 2016-0362 AND COF 2016-0363) the City shall have the right to terminate this contract. In the event any of the Affected Property Owners or the City elect to terminate the agreement, the Executor, on behalf of the Estate, shall reimburse the City for Estate's proportionate share (as defined in Sections 5 and 7 of this Agreement) of the costs incurred by the City as of the date of the notice to the Executor that the costs would exceed 110% of the Estimated Costs. Such reimbursement shall be paid to the City within thirty (30) days of receipt from the City of reasonable documentation for all such cost. Notwithstanding any other provision of this Agreement, following such notice of termination and reimbursement payment to the City, the Executor and the Estate shall have no further obligations or liability to the City under this Agreement and the City shall not extend sanitary sewer to the Decedent's property.
3. Prior to approving any change order that would result in the total costs of the Project exceeding the Estimated Costs, the City shall consult with the Executor and accept any reasonable suggestions made by the Executor to reduce the cost of the change order.
4. Within thirty (30) days from the date the Executor receives written notice from the City that the Board of Mayor and Aldermen have approved the construction bids for the Project, the Executor, on behalf of the Estate shall pay all sewer tap and connection fees as established in Franklin Municipal Code and as estimated in Exhibit B.
5. Except as expressly provided in Section 2, the City and the Executor, on behalf of the Estate, agree that One Hundred percent (100%) of the City's cost, plus interest as provided in Section 6, for the design, right-of-way/easement acquisition, permitting, construction management and construction cost of the Project shall be reimbursed by the Affected Properties to the City. The owners of the Affected Properties shall only be liable for their proportionate share of the final Project cost. The City and the Executor, on behalf of the Estate, agree that the proportionate share for each Affected Properties shall not be subject to change and shall be as follows:

Property Owner	Total Market Appraisal (Source: Williamson County Property Assessor)	Proportionate Share
K&T Associates LLC.	\$2,097,700	36.24%
Robert N. Moore Jr.	\$2,260,700	39.05%
MAPCO	\$1,430,100	24.71%
Total	\$5,054,500	100.00%

6. The City agrees to fund the initial capital investment cost associated with the design, right of way/easement acquisition, permitting, construction and construction management of the Project. The Executor, on behalf of the Estate, agrees to reimburse the City 100% of the Estate's proportionate share of the actual Project cost to include a 3.5% per annum interest rate.
7. Robert N. Moore Jr. shall owe to the City 39.05% for the Estate's proportionate share of the Project cost to include the cost associated with the design, right of way/easement acquisition, permitting, construction and construction management for the Project and interest as provided in Section 6.
8. Robert N. Moore Jr. shall pay its proportionate share of the final total Project cost over a term of (5) years and shall be required to pay off 100% of its proportionate share of the total Project cost prior to transferring ownership of its property. The City shall permit the Executor, on behalf of the Estate, Robert N. Moore Jr. to pay in monthly installments on a schedule determined by the City. Following City approval of the final Project change order/cost, the City shall notify the Executor of the final Project cost and establish the minimum monthly billing associated with the Project. The City will provide reasonable documentation for all such cost. In the event any monthly payment due from Robert N. Moore Jr. shall be delinquent thirty (30) days after it is due and payable, and such default is not cured by the Executor within thirty (30) days of the receipt of written notice of such default from the City, then the whole balance of the unpaid Project costs shall then become due and payable and shall be subject to such late fees for delinquent sewer fees as provided in the Franklin Municipal Code and a lien shall be placed on the Robert N. Moore Jr. Property by the City until all delinquent payments are made to the City.
9. The City and the Executor, on behalf of the Estate, agree that monthly sanitary sewer billing, including but not limited to any monthly minimum sewer fee, shall be initiated at the time sanitary sewer flow is removed from the Goose Creek Inn WWTP and connected to the City's sanitary sewer infrastructure. Sanitary sewer billing shall be based on current requirements as established in Franklin Municipal Code.
10. The Executor, on behalf of the Estate, agrees to execute, at no cost to the City, the Project or the Affected Properties, any necessary temporary and permanent easements provided by the

City that are required for the design, construction, operations and maintenance of any portion of the Project located on the Robert N. Moore Jr. Property. Easements shall be executed by the Executor within thirty (30) days of the City notifying the Executor in writing that the City has obtained all necessary local, state and federal permits required as part of the Project. Final determination on the required easements shall be determined by the City Engineer.

11. Following the completion of construction and acceptance of the Project, the City agrees to be responsible for the long term maintenance and operations of the public sanitary sewer infrastructure as shown in concept on Exhibit A.
12. This Agreement is subject to the City obtaining all necessary local, state and federal permits associated with the Project. The City shall not be liable for any delays associated with the engineering/design, right-of-way, construction management and construction associated with this Project.
13. This agreement shall be recorded by the City with the Williamson County Register of Deeds against the Affected Properties within 30 days of complete execution of the Agreement as well as signatures of the owners of the Affected Properties. Following payment of 100% of the Robert N. Moore Jr. 's proportionate share of the cost of the Project, the City shall record a document indicating that all Project cost owed by Robert N. Moore Jr. has been paid and release Robert N. Moore Jr. and the Robert N. Moore Jr. Property from further obligations associated with this Agreement.
14. The City's obligations to this Agreement are subject to prevention by causes beyond the City's control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
15. The City and the Executor, on behalf of the Estate, agree that the terms and conditions contained herein shall be binding on and shall inure the benefit to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
16. The City shall have no liability except as specifically provided in this Agreement.
16. 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.
17. Deadlines. If any date specified in this Agreement for the performance of an obligation, the giving of a notice, or the expiration of a time period falls on a Saturday, Sunday, or bank holiday, then this Agreement shall be automatically revised so that such date falls on the next occurring business day.

18. Interpretation. Each of the parties hereto has agreed to the particular language of this Agreement, and any question regarding the meaning hereof shall not be resolved by any rule providing for construction against the party who caused the uncertainty to exist or against the draftsman.
19. Exhibits. The City and the Executor, on behalf of the Estate, acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein.
20. Entire Agreement. This Agreement together with its exhibit(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 Alderman on _____, 2017.

[Signatures on following pages]

WITNESS our hands on the dates as indicated.

Estate of Robert N. Moore Jr.

By: Sondra F. Morris

Print Name: Sondra F. Morris

Title: Executor

Date: July 5th, 2017

STATE OF Tennessee

COUNTY OF Williamson

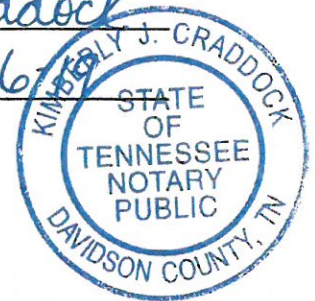
Before me, Kimberly J. Craddock, a Notary Public of said County and State, personally appeared Sondra F. Morris, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged her self to be Executor (or other officer authorized to execute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

Witness my hand and seal on this 5 day of July, 2017.

Kimberly J. Craddock

Notary Public

My Commission Expires: 5-6-19



WITNESS our hands on the dates as indicated.

CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____
DR. KEN MOORE
Mayor

Date: _____

By: _____
ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

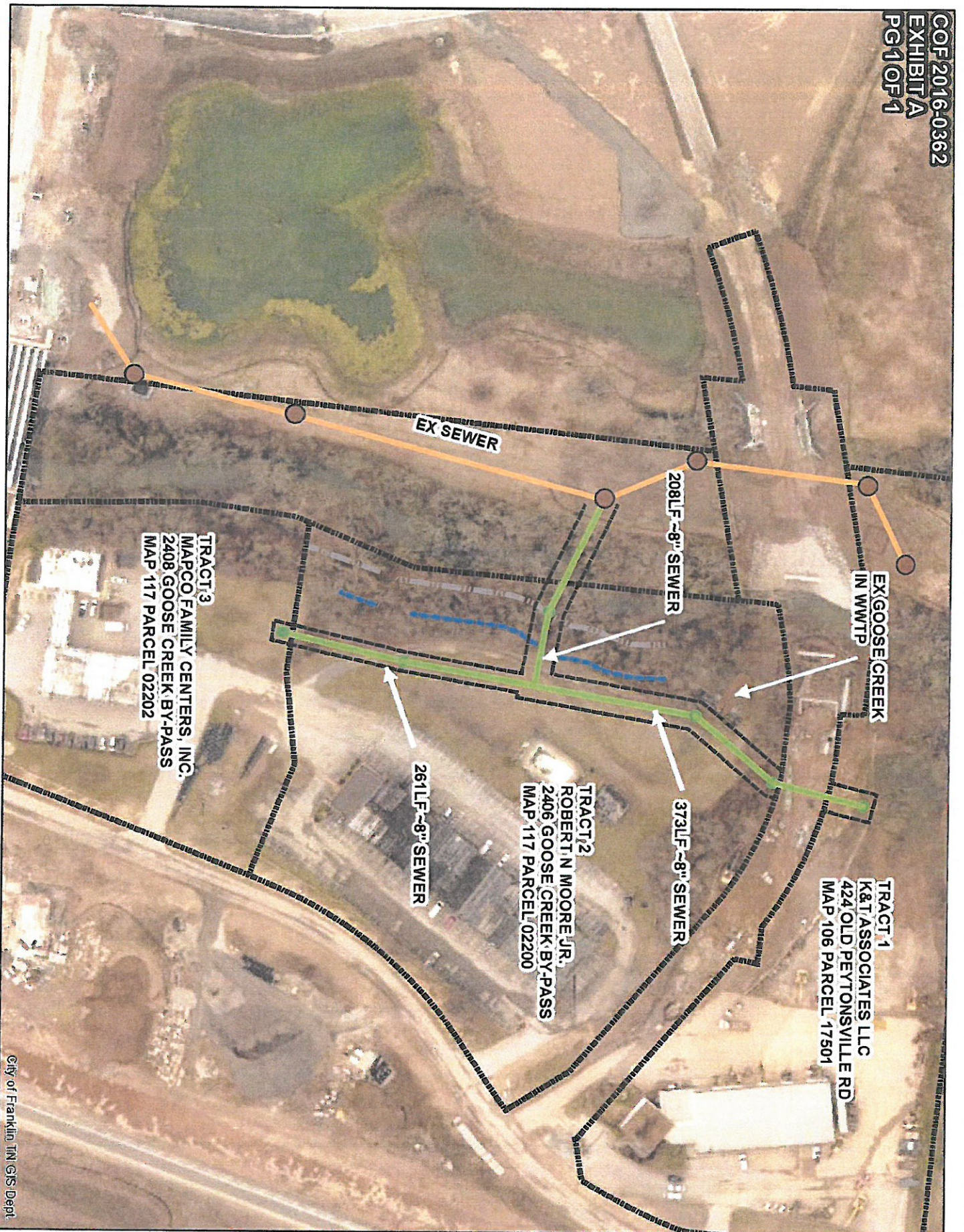
Before me, the undersigned Notary Public of said County and State, personally appeared DR. KEN MOORE and ERIC S. STUCKEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively,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

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

Notary Public
My Commission Expires: _____

Approved as to form by:

Kristen L. Corn, Assistant City Attorney



Estimated Construction Cost Goose Creek Inn Sewer Project Update Completed: 04-27-2017					
Item #	Item Name	QTY.	UNIT	Unit Price	Total Price
General					
1	TEMPORARY FACILITIES AND CONTROLS (MOBILIZATION)	1	LS	\$20,000.00	\$20,000.00
2	SEEDING WITH MULCH	1632	LF	\$1.50	\$2,448.00
3	Erosion & Sediment Control	1	LS	\$10,000.00	\$10,000.00
4	Additional Crushed Stone Refill - No. 67 stone, where directed by the Owner or Engineer	20	CY	\$40.00	\$800.00
5	Utility Relocation Contingency	1	LS	\$50,000.00	\$50,000.00
6	Contingency	1	LS	\$15,000.00	\$15,000.00
7	Decommissioning and Disposal of Existing Goose Creek Inn WWTP	1	LS	\$10,000.00	\$10,000.00
8	Guardrail Modifications (remove and reinstall)	1	LS	\$15,000.00	\$15,000.00
Sanitary Sewer					
8	8-inch PVC SDR 26 (*See note 1)	763	LF	\$90.80	\$69,280.40
9	8-inch PVC SDR 26 - Stream Crossing	79	LF	\$1,200.00	\$94,800.00
10	4' diameter Precast Manhole, 0-6' depth	7	EA	\$3,200.00	\$22,400.00
11	4' diameter precast manhole sidewall, greater than 6' depth	44	VF	\$215.00	\$9,460.00
12	6" PVC SDR 26 Gravity Sewer Service Line (*See note 2)	3	EA	\$1,640.00	\$4,920.00
13	Manhole Vent Assembly	1	EA	\$4,210.00	\$4,210.00
14	Watertight Manhole Casting	2	EA	\$1,050.00	\$2,100.00
15	Connect to existing manhole	1	EA	\$2,100.00	\$2,100.00
16	New Exterior drop assembly on existing manhole	1	EA	\$3,040.00	\$3,040.00
17	CCTV Inspection of New Gravity Sewer	842	LF	\$1.50	\$1,263.00
18	Mineral Aggregate, Type A Base, Grading D (TDOT Item 303-01)	324.8	TONS	\$25.90	\$8,412.32
19	Cold Planning Bituminous Pavement (TDOT Item 415-01.02)	2400	SY	\$4.00	\$9,600.00
20	ACS (PG70-22) Grading D (TDOT Item 411-02.10)	190.8	TON	\$112.00	\$21,369.60
21	Asphalt Concrete Mix (PG70-22) (BPMB-HM) Grading B-M2 (TDOT Item 307-02.08)	488.2	TON	\$120.00	\$58,579.20
22	Concrete Curb and Gutter (TDOT Item 702-03)	5	CY	\$300.00	\$1,500.00
TOTAL BID AMOUNT					\$436,282.52

Note 1 Item includes backfill. Roadway Base Stone and Pavement to be paid out of other line items.

Note 2 Complete in place service connection (includes at minimum a cleanout assembly, service line pipe, fittings, unclassified excavation, bedding, backfilling, flexible couplings and trees, and all other materials, labor and equipment to complete the work.

Total Estimated Project Cost

Engineering and Survey Cost	\$58,520.00
Permitting Fees	\$4,000.00
Easement Cost	\$0.00
Construction Cost	\$436,282.52
Construction Management Cost	\$41,197.48
Total Estimated Project Cost	\$540,000.00

Estimated Sewer Tap and Connection Fees

	Meter Size	Application Fee	Sewer Connection Fee	SDF	Access Fee	Installation Fee	EDF	Total
Mapco Family Centers, Inc.	1"	\$25	\$50	\$5,775	\$8,400	\$263	\$1,800	\$16,313
K&T Associates LLC	3/4"	\$25	\$50	\$1,444	\$2,100	\$263	\$450	\$4,332
K&T Associates LLC	1"	\$25	\$50	\$5,775	\$8,400	\$263	\$1,800	\$16,313
Robert N. Moore Jr.	2"	\$25	\$50	\$18,480	\$26,880	\$263	\$5,760	\$51,458

Prepared by:
City of Franklin, Tennessee Engineering
109 Third Avenue South
Franklin, Tennessee 37064
615-791-3217

**SANITARY SEWER EXTENSION AGREEMENT
COF CONTRACT NO 2016-0363**

This Sanitary Sewer Extension Agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and MAPCO EXPRESS, Inc. ("MAPCO") on this the _____ day of _____, 2017.

WHEREAS, MAPCO, currently owns property located in the vicinity of the intersection of Five Mile Crossing and Old Peytonsville Road located in the City of Franklin, Tennessee, as shown on Exhibit A; and

WHEREAS, MAPCO, the successor by corporate merger to MAPCO Family Centers, Inc., is the owner of property known as Map 117, Parcel 22.02 as shown on Exhibit A (the "MAPCO Property"); and

WHEREAS, identical agreements have been executed between the City and K&T Associates, LLC (COF Contract No. 2016-0307) and between the City and Robert N. Moore Jr. (COF Contract No. 2016-0362); and

WHEREAS, collectively, the properties owned by Robert N. Moore Jr., K&T Associates, LLC, and MAPCO referenced in these three contracts, are the "Affected Properties;" and

WHEREAS, the Goose Creek Inn Wastewater Treatment Plant (WWTP) provides sanitary sewer service to the Affected Properties; and

WHEREAS, on September 26, 2016 Commissioner Robert J. Martineau, Jr., on behalf of the Tennessee Department of Environment and Conservation issued an Order and Assessment to Robert N. Moore Jr. for violations associated with the domestic wastewater treatment system; and

WHEREAS, the City and MAPCO have agreed to extend the City's sanitary sewer infrastructure, abandon the existing package plat and stop discharging from the Goose Creek Inn WWTP (known as the "Project"), as shown in concept on Exhibit A; and

WHEREAS, the estimated cost associated with the construction, easement acquisition, permitting, design and construction management for the Project is FIVE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$540,000.00) as shown on Exhibit B; and

NOW THEREFORE, the City and MAPCO, its successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Based upon a preliminary estimate prepared by Paul Holzen, City Engineer, an engineer licensed by the State of Tennessee, the costs of the above improvements is estimated at Five Hundred Forty Thousand and No/100 Dollars (\$540,000.00) which includes the total design, right-of-way/easement, permitting, construction management and construction costs for those improvements directly associated with providing a sanitary sewer collection system for the Affected Properties (the "Estimated Costs"). All improvements will be designed by and construction supervised by, an engineer licensed by the State of Tennessee. In the event the construction bids for the Project would result in the actual total costs of the Project exceeding 110% of the Estimated Costs, then the City shall provide written notice to MAPCO, and MAPCO shall have thirty (30) days in which to notify the City in writing of its election to terminate this Agreement. Should any of the Affected Property owners elect to terminate their agreement, (COF Contract No. 2016-0307, COF Contract No. 2016-0362, AND COF Contract No. 2016-0363) the City shall have the right to terminate this contract. In the event any of the Affected Property Owners or the City elect to terminate the agreement, MAPCO shall reimburse the City for MAPCO's proportionate share (as defined in Sections 5 and 7 of this Agreement) of the costs incurred by the City as of the date of the notice to MAPCO that the costs would exceed 110% of the Estimated Costs. Such reimbursement shall be paid to the City within thirty (30) days of receipt from the City of reasonable documentation for all such cost. Notwithstanding any other provision of this Agreement, following such notice of termination and reimbursement payment to the City, MAPCO shall have no further obligations or liability to the City under this Agreement and the City shall not extend sanitary sewer to the MAPCO's property.
3. Prior to approving any change order that would result in the total costs of the Project exceeding the Estimated Costs, the City shall consult with MAPCO and accept any reasonable suggestions made by MAPCO to reduce the cost of the change order.
4. Within thirty (30) days from the date MAPCO receives written notice from the City that the Board of Mayor and Aldermen have approved the construction bids for the Project, MAPCO shall pay all sewer tap and connection fees as established in Franklin Municipal Code and as estimated in Exhibit B.
5. Except as expressly provided in Section 2, the City and MAPCO agree that One Hundred percent (100%) of the City's cost, plus interest as provided in Section 6, for the design, right-of-way/easement acquisition, permitting, construction management and construction cost of the Project shall be reimbursed by the Affected Properties to the City. The owners of the Affected Properties shall only be liable for their proportionate share of the final Project cost. The City and MAPCO agree that the proportionate share for each Affected Properties shall not be subject to change and shall be as follows:

Property Owner	Total Market Appraisal (Source: Williamson County Property Assessor)	Proportionate Share
K&T Associates LLC.	\$2,097,700	36.24%
Robert N. Moore Jr.	\$2,260,700	39.05%
MAPCO	\$1,430,100	24.71%
Total	\$5,054,500	100.00%

6. The City agrees to fund the initial capital investment cost associated with the design, right of way/easement acquisition, permitting, construction and construction management of the Project. MAPCO agrees to reimburse the City 100% of its proportionate share of the actual Project cost to include a 3.5% per annum interest rate.
7. MAPCO shall owe to the City 24.71% for its proportionate share of the Project cost to include the cost associated with the design, right of way/easement acquisition, permitting, construction and construction management for the Project and interest as provided in Section 6.
8. MAPCO shall pay its proportionate share of the final total Project cost over a term of five (5) years and shall be required to pay off 100% of its proportionate share of the total Project cost prior to transferring ownership of its property. The City shall permit MAPCO to pay in monthly installments on a schedule determined by the City. Following City approval of the final Project change order/cost, the City shall notify MAPCO of the final Project cost and establish the minimum monthly billing associated with the Project. The City will provide reasonable documentation for all such cost. In the event any monthly payment due from MAPCO shall be delinquent thirty (30) days after it is due and payable, and such default is not cured by MAPCO within thirty (30) days of the receipt of written notice of such default from the City, then the whole balance of the unpaid Project costs shall then become due and payable and shall be subject to such late fees for delinquent sewer fees as provided in the Franklin Municipal Code and a lien shall be placed on the MAPCO Property by the City until all delinquent payments are made to the City.
9. The City and MAPCO agree that monthly sanitary sewer billing, including but not limited to any monthly minimum sewer fee, shall be initiated at the time sanitary sewer flow is removed from the Goose Creek Inn WWTP and connected to the City's sanitary sewer infrastructure. Sanitary sewer billing shall be based on current requirements as established in Franklin Municipal Code.
10. MAPCO agrees to execute, at no cost to the City, the Project or the Affected Properties, any necessary temporary and permanent easements provided by the City that are required for the design, construction, operations and maintenance of any portion of the Project located on the MAPCO Property. Easements shall be executed by MAPCO within thirty (30) days of the City notifying MAPCO in writing that the City has obtained all necessary local, state and

federal permits required as part of the Project. Final determination on the required easements shall be determined by the City Engineer.

11. Following the completion of construction and acceptance of the Project, the City agrees to be responsible for the long-term maintenance and operations of the public sanitary sewer infrastructure as shown in concept on Exhibit A.
12. This Agreement is subject to the City obtaining all necessary local, state and federal permits associated with the Project. The City shall not be liable for any delays associated with the engineering/design, right-of-way, construction management and construction associated with this Project.
13. This agreement shall be recorded by the City with the Williamson County Register of Deeds against the Affected Properties within 30 days of complete execution of the Agreement as well as signatures of the owners of the Affected Properties. Following payment of 100% of the MAPCO's proportionate share of the cost of the Project, the City shall record a document indicating that all Project cost owed by MAPCO has been paid and release MAPCO and the MAPCO Property from further obligations associated with this Agreement.
14. The City's obligations to this Agreement are subject to prevention by causes beyond the City's control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
15. The City and MAPCO agree that the terms and conditions contained herein shall be binding on and shall inure the benefit to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
16. The City shall have no liability except as specifically provided in this Agreement.
17. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
18. Deadlines. If any date specified in this Agreement for the performance of an obligation, the giving of a notice, or the expiration of a time period falls on a Saturday, Sunday, or bank holiday, then this Agreement shall be automatically revised so that such date falls on the next occurring business day.
19. Interpretation. Each of the parties hereto has agreed to the particular language of this Agreement, and any question regarding the meaning hereof shall not be resolved by any rule providing for construction against the party who caused the uncertainty to exist or against the draftsman.

20. Exhibits. The City and MAPCO acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein.
21. Entire Agreement. This Agreement together with its exhibit(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 _____, 2017.

[Signatures on following pages]

WITNESS our hands on the dates as indicated.

MAPCO EXPRESS, Inc., a Delaware corporation

By: [Signature]

Print Name: Andy Scoggin

Title: CEO

Date: 5/23/17

By: [Signature]

Print Name: Dave DeSerio

Title: COO

Date: 5/23/17

STATE OF Tennessee

COUNTY OF Williamson

Before me, the undersigned, Sheri Kimbro, a Notary Public in and for the State and County aforesaid, personally appeared Andy Scoggin and Dave DeSerio, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon their oaths, acknowledged themselves to be CEO and COO, respectively of MAPCO EXPRESS, Inc., the within named bargainor, a Delaware corporation, and that they as such CEO and COO, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such CEO and as such COO.

Witness my hand and seal on this 23rd day of May, 2017



[Signature]
Notary Public
My Commission Expires: 1/20/19

WITNESS our hands on the dates as indicated.

CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____

DR. KEN MOORE
Mayor

Date: _____

By: _____

ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

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

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

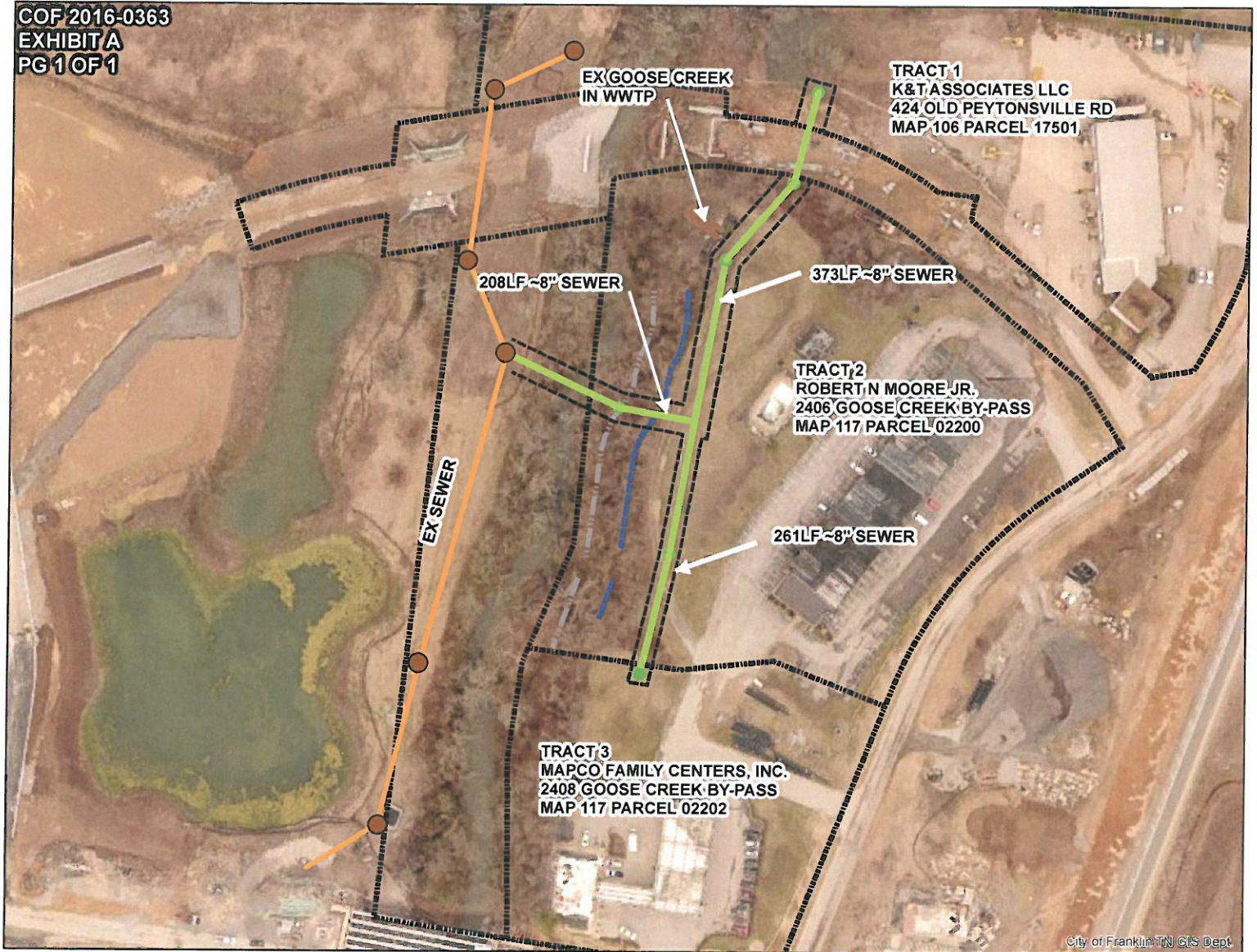
Notary Public

My Commission Expires: _____

Approved as to form by:

Kristen L. Corn, Assistant City Attorney

COF 2016-0363
EXHIBIT A
PG 1 OF 1



Estimated Construction Cost

Goose Creek Inn Sewer Project

Update Completed: 04-27-2017

Item #	Item Name	QTY.	UNIT	Unit Price	Total Price
General					
1	TEMPORARY FACILITIES AND CONTROLS (MOBILIZATION)	1	LS	\$20,000.00	\$20,000.00
2	SEEDING WITH MULCH	1632	LF	\$1.50	\$2,448.00
3	Erosion & Sediment Control	1	LS	\$10,000.00	\$10,000.00
4	Additional Crushed Stone Refill - No. 67 stone, where directed by the Owner or Engineer	20	CY	\$40.00	\$800.00
5	Utility Relocation Contingency	1	LS	\$50,000.00	\$50,000.00
6	Contingency	1	LS	\$15,000.00	\$15,000.00
7	Decommissioning and Disposal of Existing Goose Creek Inn WWTP	1	LS	\$10,000.00	\$10,000.00
8	Guardrail Modifications (remove and reinstall)	1	LS	\$15,000.00	\$15,000.00
Sanitary Sewer					
8	8-inch PVC SDR 26 (*See note 1)	763	LF	\$90.80	\$69,280.40
9	8-inch PVC SDR 26 - Stream Crossing	79	LF	\$1,200.00	\$94,800.00
10	4' diameter Precast Manhole, 0-6' depth	7	EA	\$3,200.00	\$22,400.00
11	4' diameter precast manhole sidewall, greater than 6' depth	44	VF	\$215.00	\$9,460.00
12	6" PVC SDR 26 Gravity Sewer Service Line (*See note 2)	3	EA	\$1,640.00	\$4,920.00
13	Manhole Vent Assembly	1	EA	\$4,210.00	\$4,210.00
14	Watertight Manhole Casting	2	EA	\$1,050.00	\$2,100.00
15	Connect to existing manhole	1	EA	\$2,100.00	\$2,100.00
16	New Exterior drop assembly on existing manhole	1	EA	\$3,040.00	\$3,040.00
17	CCTV Inspection of New Gravity Sewer	842	LF	\$1.50	\$1,263.00
18	Mineral Aggregate, Type A Base, Grading D (TDOT Item 303-01)	324.8	TONS	\$25.90	\$8,412.32
19	Cold Planning Bituminous Pavement (TDOT Item 415-01.02)	2400	SY	\$4.00	\$9,600.00
20	ACS (PG70-22) Grading D (TDOT Item 411-02.10)	190.8	TON	\$112.00	\$21,369.60
21	Asphalt Concrete Mix (PG70-22) (BPMB-HM) Grading B-M2 (TDOT Item 307-02.08)	488.2	TON	\$120.00	\$58,579.20
22	Concrete Curb and Gutter (TDOT Item 702-03)	5	CY	\$300.00	\$1,500.00
TOTAL BID AMOUNT					\$436,282.52

Note 1 Item includes backfill. Roadway Base Stone and Pavement to be paid out of other line items.

Complete in place service connection (includes at minimum a cleanout assembly, service line pipe, fittings, unclassified excavation, bedding,

Note 2 backfilling, flexible couplings and trees, and all other materials, labor and equipment to complete the work.

Total Estimated Project Cost

Engineering and Survey Cost	\$58,520.00
Permitting Fees	\$4,000.00
Easement Cost	\$0.00
Construction Cost	\$436,282.52
Construction Management Cost	\$41,197.48
Total Estimated Project Cost	\$540,000.00

Estimated Sewer Tap and Connection Fees

	Meter Size	Application Fee	Sewer Connection Fee	SDF	Access Fee	Installation Fee	EDF	Total
Mapco Family Centers, Inc.	1"	\$25	\$50	\$5,775	\$8,400	\$263	\$1,800	\$16,313
K&T Associates LLC	3/4"	\$25	\$50	\$1,444	\$2,100	\$263	\$450	\$4,332
K&T Associates LLC	1"	\$25	\$50	\$5,775	\$8,400	\$263	\$1,800	\$16,313
Robert N. Moore Jr.	2"	\$25	\$50	\$18,480	\$26,880	\$263	\$5,760	\$51,458

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
DOWNTOWN FRANKLIN TRAFFIC SIGNAL TIMING
COF Contract No. 2017-0076**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the **City of Franklin, Tennessee** ("City") and **KIMLEY-HORN AND ASSOCIATES, INC.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Downtown Franklin Traffic Signal Timing ("Project"), dated the 11th day of April 2017; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not-to-exceed fee of SIXTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$68,500.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional turning movement data for the Downtown Square; and

WHEREAS, the Consultant has provided a proposal for an increase in engineering services, as described in Attachment A, in the amount of **THREE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$3,600.00)**; and

WHEREAS, the City has reviewed the proposal and desires to enter into an amendment to the Agreement for the Project as proposed.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their letter of proposal ("Attachment A") which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Attachment A an amount not to exceed **THREE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$3,600.00)**.
The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.
4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party.

An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

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

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

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

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

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

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

All other provisions of the Agreement dated April 11, 2017, are unchanged and remain in full force and effect.

(Signatures on next page)

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Kristen L. Corn, Assistant City Attorney



ATTACHMENT A – FRANKLIN DOWNTOWN SIGNAL TIMING

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”) is pleased to submit this Amendment #01 for Scope of Services and Fee to the City of Franklin (“the Client”) for professional consulting services for the Franklin Downtown Signal Timing project.

SCOPE OF SERVICES

As requested by Client, Consultant will obtain 48-hour intersection turning movement counts for Main Street at 3rd Avenue (i.e. Downtown Square). Using a subconsultant (Marr Traffic, Inc.), we will obtain 48-hour traffic data provided in 15-minute intervals and categorized by vehicles, heavy vehicles, and pedestrians. This data will be considered during the Downtown Franklin Signal Timing effort, to understand the U-turn, left-turn, through, right-turn, and pedestrian crossing volumes at the Downtown Square.

SCHEDULE

Once given notice to proceed, Consultant will complete the Scope of Services based upon a schedule to be mutually determined by Client and Consultant.

Tuesday, May 23 is the last day for Williamson County Schools on the 2016-2017 calendar.
Thursday, August 10 is the first day for Williamson County Schools on the 2017-2018 calendar.

FEE

Kimley-Horn will perform the Scope of Services on a labor fee plus expense basis not to exceed \$3,600. Labor fee will be billed on an hourly basis per the previously-attached hourly rate schedule. As to these tasks, direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

**Request for Construction Change
Change Order No. 1**

City of Franklin
Engineering Office
109 Third Avenue South
Franklin, TN 37064

Contract No.	2015-0070
Project	Goose Creek Sanitary Sewer Project from West I65 to East I65

Whereas, we **DYNAMIC CONSTRUCTION** entered into a contract with the CITY OF FRANKLIN, on November 8, 2016, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

- Delays in fabricating bore head for the bore under I65 while waiting on work change directive approval from City
- Additional excavation and shoring from Manhole A-10 to Manhole A-11 due to 8.4 foot discrepancy between plan elevation and actual elevation of Manhole A-11
- Repair of unmarked water line that was damaged several times during construction in the area of the line
- Correcting existing 16" casing pipe under Ag Lane that was not installed on grade

Attachments (List documents supporting change):

- Letter dated June 20, 2017, from Roger King of Dynamic Construction (Attachment A)

CHANGE IN CONTRACT PRICE:
Original Contract Price
\$1,717,620.40
Net Increase (Decrease) from previous Change Orders No. 0 to ____:
Contract Price prior to this Change Order:
\$1,717,620.40
Net increase (decrease) of this Change Order:
\$0
Contract Price with all approved Change Orders:
<u>\$1,717,620.40</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times:
Substantial Completion: 8/6/17
Ready for final payment: 9/5/17
Net change from previous Change Orders No. 0 to _ to:
Substantial Completion: 8/6/17
Ready for final payment: 9/5/17
Contract Times prior to this Change Order:
Substantial Completion: 8/6/17
Ready for final payment: 9/5/17
Net increase (decrease) this Change Order:
Substantial Completion: 10/5/17
Ready for final payment: 11/4/17
Contract Times with all approved Change Orders:
Substantial Completion: 10/5/17
Ready for final payment: 11/4/17

Now, Therefore, We, **DYNAMIC CONSTRUCTION** Contractors, hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL BY:

By: _____
ENGINEER

By: _____
CITY PROJECT MANAGER

By: _____
WATER MANAGEMENT DIRECTOR

Date: _____

Date: _____

Date: _____

ACCEPTED:

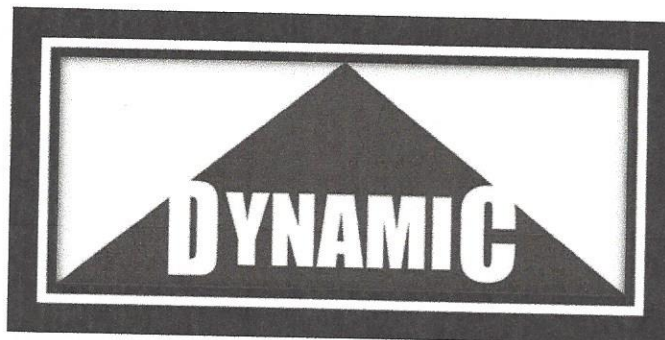
By: _____
CONTRACTOR (Authorized Signature)

Date: _____

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____



June 20, 2017

Re: Sanitary Sewer from West I-65 to East I-65
Project No. 2015-0070

Gentlemen:

Dynamic Construction, LLC (DCL) requests a time extension of 60 calendar days to the referenced project because of the following.

1. DCL experienced delays in fabricating the 42-inch bore head waiting for the City of Franklin to approve the change order request.
2. DCL experienced delays because of extra depth excavation from Manhole A-10 to Manhole A-11. Plan depth of Manhole A-11 is 6.1 feet. Actual depth of Manhole A-11 is 14.5 feet. This has caused a considerable amount of additional excavation and shoring.
3. DCL experienced delays because of an unmarked water line. Although the water line was shown on the plan it was never marked. All other utilities were marked. We hit the unmarked line and the proximity of the water line to our proposed lines resulted in additional time for repair and avoidance of the existing line going forward.
4. DCL spent additional time performing the work involved with Work Change Directive No. 1.

We understand there might be a change order to rework water line in Long Lane. Should our price be accepted, this work will be performed in the 60-day time extension.

Thank you for your consideration of this request.

Sincerely,
Dynamic Construction, LLC

Roger A. King



June 27, 2017

Ms. Patricia McNeese, PE
City of Franklin
109 Third Avenue South
Franklin, TN 37064

**Re: Request for Additional Engineering Services related to
Construction Services Support
Fire Hall Sewer Extension**

Dear Patricia:

We are requesting an additional service amendment for additional services related to the permit revisions and additional construction services for the current Fire Hall Sewer Extension project.

The current project has a scheduled completion date of August 6, 2017. Recently, Dynamic Construction, LLC has requested a time extension of 60 calendar days which is being considered under separate change order. We currently have enough funds budgeted for resident project representative to carry us through the end of August. However, beyond that time, we do not have sufficient funds to continue to provide these services. As a result of this proposed change order, we request an increase in fees to accommodate this additional construction period. We have assumed a period of approximately 6 weeks. We project that we will have adequate funds to cover the construction administrative portion of the work for the extended time period.

The cost for these additional services is as follows:

- Additional Resident Project Representative Services for period from September 1 through October 7, 2017 - \$12,800.00

We respectfully request a contract amendment in the lump sum amount of \$12,800.00.

We sincerely appreciate the opportunity to work with you and the City of Franklin. If you should have any questions or require additional information, please call.



Hethcoat & Davis, Inc.

A handwritten signature in blue ink, appearing to read "Keith Davis", is positioned above the printed name.

Keith Davis, PE,
Secretary

Cc: Cory Borum, H&D

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE GOOSE CREEK SANITARY SEWER EXTENSION PROJECT FROM WEST OF I-65 TO THE
EAST SIDE OF I-65
COF Contract No. 2014-0177**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 201_, by and between the **City of Franklin, Tennessee** ("City") and **HETHCOAT & DAVIS, INC.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") (COF Contract No. 2014-0177) entitled Professional Services Agreement For the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65 ("Project"), dated the 9th day of September 2014; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of \$120,725.00; and,

WHEREAS, the City and the Consultant amended this agreement through Amendment No 1 To Professional Engineering Services For the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65, dated the 8th day of September, 2015; and

WHEREAS, said Amendment No 1 stipulated that the Consultant would be paid a not to exceed fee of \$11,810.00, as detailed in the Fee Schedule; and

WHEREAS, the City and the Consultant amended this agreement through Amendment No 2 To Professional Engineering Services For the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65, dated the 22nd day of November, 2016; and

WHEREAS, said Amendment No 2 stipulated that the Consultant would be paid a not to exceed fee of \$26,605.00, as detailed in the Fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional engineering services related to construction services support to fully complete the Project's final construction; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services for the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65, as described in Attachment A dated June 27, 2017, in the amount of **TWELVE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$12,800.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an amendment to the Agreement to include the final design as stated above for the Project as proposed by the Consultant.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.

2. Consultant's Responsibilities and Duties. The Consultant shall perform the work as proposed in the Scope as found in the June 27, 2017, letter of proposal (**Attachment A**) which includes the Scope of Services for this Amendment. Attachment A shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed **TWELVE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$12,800.00)** for the additional services as described in Attachment A.

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

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated September 9, 2014, and its subsequent amendments, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

HETHCOAT & DAVIS, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Kristen L. Corn, Assistant City Attorney



June 27, 2017

Ms. Patricia McNeese, PE
City of Franklin
109 Third Avenue South
Franklin, TN 37064

**Re: Request for Additional Engineering Services related to
Construction Services Support
Fire Hall Sewer Extension**

Dear Patricia:

We are requesting an additional service amendment for additional services related to the permit revisions and additional construction services for the current Fire Hall Sewer Extension project.

The current project has a scheduled completion date of August 6, 2017. Recently, Dynamic Construction, LLC has requested a time extension of 60 calendar days which is being considered under separate change order. We currently have enough funds budgeted for resident project representative to carry us through the end of August. However, beyond that time, we do not have sufficient funds to continue to provide these services. As a result of this proposed change order, we request an increase in fees to accommodate this additional construction period. We have assumed a period of approximately 6 weeks. We project that we will have adequate funds to cover the construction administrative portion of the work for the extended time period.

The cost for these additional services is as follows:

- Additional Resident Project Representative Services for period from September 1 through October 7, 2017 - \$12,800.00

We respectfully request a contract amendment in the lump sum amount of \$12,800.00.

We sincerely appreciate the opportunity to work with you and the City of Franklin. If you should have any questions or require additional information, please call.



Page 2

Hethcoat & Davis, Inc.

A handwritten signature in blue ink, appearing to read "Keith Davis", is positioned above the printed name.

Keith Davis, PE,
Secretary

Cc: Cory Borum, H&D

**Request for Construction Change
Change Order No. 2**

City of Franklin, TN
Engineering Department
109 Third Avenue South, Suite 142
Franklin, TN 37064

Contract Number: 2014-0273
Project: On Call Annual Contract for
Sanitary Sewer Cleaning and Inspection

Whereas, We, **First Response Environmental Group**, entered into a contract with the City of Franklin, on May 26, 2015, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

Time Extension to allow for continuation of contract through the end of the fiscal year (FY) 2018 (e.g. July 1, 2017 thru June 30, 2018)

Attachments (List documents supporting change):

N/A

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$459,310.00</u>
Net Increase (Decrease) from previous Change Orders No. 0 to N/A: <u>\$0.00</u>
Contract Price prior to this Change Order: <u>\$459,310.00</u>
Net Increase (Decrease) of this Change Order: <u>\$0.00</u>
Contract Price with all approved Change Orders: <u>\$459,310.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>June 30, 2016</u> Ready for final payment: <u>July 31, 2016</u>
Net change from previous Change Orders No. 0 to N/A: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Times prior to this Change Order: Substantial Completion: <u>June 30, 2017</u> Ready for final payment: <u>July 31, 2017</u>
Net increase (Decrease) this Change Order: Substantial Completion: <u>365 Days</u> Ready for final payment: <u>349 days</u>
Contract Times with all approved Change Orders: Substantial Completion: <u>June 30, 2018</u> Ready for final payment: <u>July 31, 2018</u>

Now, Therefore, We, **First Response Environmental Group**, hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL:

Director of Water Management

Date: _____

ACCEPTED:

Contractor (Authorized Signature)

Date: _____

APPROVED:

City of Franklin (Authorized Signature)

Date: _____

Approved as to form:

Kristen L. Corn, Assistant City Attorney



Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-771-2466
fax: 615-778-9733

April 19, 2017

Mr. Mark Hilty, P.E.
City of Franklin
Director, Water Management Department
124 Lumber Drive
Franklin, Tennessee 37064

Subject: Proposed Amendment 4
Franklin WRF Expansion Project

Dear Mark:

Amendment number 4 is attached for your review. Please let Zack or me know if you have any questions or need any additional information. We would also be glad to go through this with you at your convenience.

We sincerely appreciate this opportunity to continue our work with the City of Franklin.

Very truly yours,

Robert P. Huguenard
Senior Project Manager
CDM Smith

Enclosure

cc: Michelle Hatcher, City of Franklin
Zack Daniel, CDM Smith
Jennifer Osgood, CDM Smith



Proposed Amendment 4

Franklin Wastewater Reclamation Facility

Modifications and Expansion Project

1.0 Project Background

The design and permitting for the Franklin WRF Improvements project continues to be prolonged due to the lack of finalization of the plant's expanded NPDES permit; ultimately, delaying the funding (SRF) and bidding processes. In addition, there also continue to be questions and request for clarification by a small facet of the public and regional environmental group with regards to the planned biosolids upgrades and the permitted effluent discharge limits for the proposed expansion. The delays in themselves result in additional week-to-week expenditures required to continue managing and maintaining the project, but the public objections have also resulted in additional tasks required to respond to input and requests; and most recently, in the evaluation of a potential new biosolids process, the Lystek Thermal Hydrolysis Process.

The delaying of the NPDES permit has also resulted in additional coordination and delays with the SRF loan process for the City's approved financing. The process has become protracted and has required additional work above the originally defined scope of work; and most importantly, continues to impact the requirements and needs of the project on a weekly basis as we move towards approval of the permit and bidding of the project. This amendment will address these additional efforts to continue this push towards bidding the project and commencing construction in 2017.

2.0 Scope

Task 1, Evaluation of Lystek System

The City was approached by Lystek International, through coordination by the Chestnut Bend Homeowners Association (CBHOA), and requested to be considered as an alternative to the previously selected Cambi thermal hydrolysis system, which is part of the currently designed biosolids system. The City Board of Mayor and Alderman (BOMA) decided to evaluate the Lystek system in comparison with the Cambi system to ensure that the City and CDM Smith are providing the most appropriate, cost-effective solution for the City's long-term biosolids processing and disposal needs.

Prior to preliminary design, procurement documents were prepared by CDM Smith to obtain competitive proposals for preselection of a thermal hydrolysis pretreatment (THP) system, with proposals obtained from Cambi and Krueger for their respective processes. The proposals were subjected to a meticulous economic (capital, operations and maintenance, and life-cycle costs) and non-economic analysis. Based on this analysis, the Cambi THP system was recommended and approved by the Board of Mayor and Alderman. This analysis and preselection was necessary due to the unique nature of the thermal hydrolysis systems and the variance between manufacturers in regards to their specific layouts, sizing, construction, support systems, and ancillary processes. Therefore, it was not possible to complete the design and produce construction documents for the biosolids treatment system without selecting a manufacturer to serve as the basis of design.

After the preselection of the Cambi system, the preliminary and final designs were completed for the system with the current biosolids process design documents at a 95% to 100% stage of completion.

The Lystek system is a thermal hydrolysis process; however, it is dramatically different from the Cambi and Krueger processes based on the ancillary systems that are required for a fully functioning system and the final product, which is a liquid fertilizer as opposed to the solids cake product produced by the currently designed system. Ultimately, the Lystek system is more of a post treatment step as opposed to a pretreatment step. The goal of this task is to perform an evaluation comparing the Lystek system to the Cambi system.

The evaluation requires establishing constraints and requirements that are commensurate to the constraints and requirements that were imposed in the bid package for the THP system selection. This process includes the development of process guarantee requirements; as well as penalties for not meeting these requirements, that are commensurate with those established for the original THP selection.

The equipment package to be pre-selected will include the thermal hydrolysis process equipment and the associated boiler units, feed hoppers, cooling units, dilution units and the digester feed pumps. The ancillary equipment identified herein was selected after discussions with the associated manufacturers. The goal was to identify equipment that potentially has an impact on the ability of the manufacturers to meet process guarantee requirements for the system.

With the above in mind, a bid package will be prepared for obtaining a proposal from Lystek that includes economic and non-economic information to perform a fair comparison with the pre-selected Cambi system. We assume that the evaluation will include the following subtasks/steps, some of which have already commenced:

Subtasks:

1. Pre-proposal support and efforts to define the proposed direction include:
 - a. CDM Smith performed initial public meeting preparation including researching and contrasting the Lystek system against other thermal hydrolysis systems. This initial research and analysis included conducting multiple calls and face-to-face discussions with Lystek staff.
 - b. CDM Smith attended a public meeting held by the City to learn more about the Lystek process. The public meeting, requested by the CBHOA, was held to discuss the potential use of the Lystek system in place of the proposed Cambi system; and ultimately, resulted in the BOMA decision to allow Lystek to present their process and conduct a formal comparison versus the Cambi THP process.
 - c. Preparation of a proposed approach for comparison of the Lystek system against the current design for City review and consideration.
 - d. The organization and completion of multiple conference calls to establish final direction on the evaluation.

2. A meeting was held in order to coordinate with Lystek staff to achieve the following goals:
 - a. Gain an in-depth understanding of the Lystek system to allow for the layout of the biosolids treatment system with the Lystek thermal hydrolysis process as the central process for the basis of conceptual design.
 - b. Gain an understanding of the Lystek business model and continue to work with Lystek to determine how that business model can be adjusted to fit City constraints and preferences. Lystek routinely provides their system/services as part of a design/build/finance/operate model. This is a drastically different approach than the current design-bid-build process envisioned.
 - c. Gain an understanding of the Lystek product marketing business model and continue to work with Lystek to determine how that business model can be adjusted to fit within City constraints.

To date, the City and CDM Smith have held a daylong meeting and site visit with multiple key Lystek staff at the Franklin WRF and anticipate the need for multiple conference calls to coordinate with Lystek to help define the scope for the bid documents. We have assumed that three conference calls will be necessary as part of the scope of work.

3. Define and produce a conceptual design (~10% to 20% documents) for the revised biosolids system with the Lystek system as its core, and identification of the equipment/processes that will be retained, adjusted or eliminated; as well as, the determination of any new process additions that may be required for a complete operating system. The final process layout must allow the ability of Lystek to meet the process guarantee requirements for the system that the other alternative THP processes were required to meet.

Following the analysis of the conceptual design, the sizing of the ancillary and support systems and facilities (i.e., portions of the biosolids system not directly in Lystek's scope) will be completed to allow for the performance of the cost analysis for the overall biosolids system. Draft figures and concepts will be developed and shared with the City in a summary memo and discussed as a group at a meeting attended by the core CDM Smith team (project manager, client service leader, and lead technical staff member).

4. Preparation of a pre-selection bid package. The package will include detailed performance based technical specifications, which will also include specific materials and equipment requirements. The package will include a bid sheet, measurement and payment details, a form(s) to gather information needed for long-term cost and non-cost evaluations, Division 1 specifications, and a letter agreement that commits the selected equipment manufacturer to providing equipment and services to the successful contractor at the bid cost under the conditions defined in the specifications. The draft package will be submitted to the City for review, and a conference call will be held to obtain City input. After receiving input, the bid package will be finalized and transmitted to Lystek for their detailed response. The package will have a defined response schedule similar to the previous package for Cambi and Krueger.

5. Once the package is transmitted to Lystek, CDM Smith will provide appropriate responses to any questions/comments from Lystek during their proposal preparation.
6. Once the bid package from Lystek is received, CDM Smith will provide an initial review of the Lystek proposal. The Lystek proposal will be reviewed, and an initial assessment will occur with the goal to identify any gaps in information provided. A letter requesting any additional required information will be prepared and transmitted to the City for review. A conference call will be held to obtain any City input, and the letter will be revised and transmitted to Lystek.
7. Upon submittal of the final response, final review of the Lystek proposal will be conducted.
8. Performance of a cost and non-cost analysis will be completed. Using the information provided by Lystek in their package, along with the documentation previously provided by Cambi, CDM Smith will perform an analysis similar in scope to the analysis performed for the Cambi/Krueger THP pre-selection. The analysis will include capital cost comparison, operation and maintenance cost comparison, life-cycle cost comparison, and non-cost comparison. A report similar to that produced for the Cambi pre-selection will be prepared. An internal draft of the report will be reviewed by CDM Smith technical experts and then revised and transmitted to the City for review. After the City has completed its review, CDM Smith will hold a review meeting with the City and subsequently finalize the report. The meeting will be attended in person by the project manager and client service leader and by others by phone.
9. If necessary, CDM Smith will assist the City with the preparation and presentation of the findings to the City administration and Board of Mayor and Alderman (BOMA). This scope of work includes one meeting for BOMA.
10. Upon approval by the City, CDM Smith will assist with obtaining a signed commitment letter from the successful manufacturer, if it is deemed necessary to change from the current direction.

The above scope will be broken out into two tasks as part of this proposal to allow the City to determine the appropriate level of effort required for the analysis. The tasks shall include: Task 1A, Preliminary Evaluation and Impact Assessment Memorandum, and Task 1B, Detailed Evaluation and Comparison of Lystek versus Cambi. This task was originally conceived as a single process; however, as research into the proposed Lystek process and the development of the solicitation package proceeded, it became clear that implementation of the Lystek process for the Franklin WRF would have very significant technical and economic impacts and would require a significant process to perform a full evaluation of the two technologies. The purpose of the proposed Task 1A is to establish a decision point where the process could be truncated if BOMA feels that the higher-level analysis completed by CDM Smith which compares the regulatory options, non-cost factors and potential added expenditures and project delays for redesign required as part of Task 1B are not in the City's best interest.

Task 1A, Preliminary Evaluation and Preparation of an Impact Assessment Memorandum

At this juncture in the evaluation, CDM Smith has developed a rough draft of the bid document that would be necessary to obtain a quote from Lystek. While performing the necessary research and bid document development, it became clear that there would be very significant impacts associated with changing direction on the biosolids treatment system design. In response to this occurrence, the Water Management Department asked CDM Smith to prepare an initial memorandum outlining the high-level evaluation and feedback from regulators, as well as design and construction impacts to obtain input from BOMA on whether or not to stay the course on the full-blown Lystek evaluation.

Task 1A includes completion of subtasks 1 and 2, completion of a first draft subtask 3, preparation of a rough draft of subtask 4, and preparation of the impact assessment memorandum. The documents produced in subtasks 1 and 2 have not been delivered to the City at this point and would be progressed to a deliverable form under Task 1B, should the City elect to continue through the full evaluation. A draft of the impact assessment memorandum has been produced and reviewed by a CDM Smith technical expert, revised and submitted to the City for review. CDM Smith has participated in an initial review of the document with senior City staff and elected officials and stands ready to modify the document as required based on the review.

Current expenditures on this task are approximately \$50,000 as indicated in this proposal cost table. Should the City decide to truncate the overall evaluation proposed in Task 1B, additional support is still anticipated to be required to finalize the report and provide any further coordination on the process. It is difficult to define the additional support the City will need in response to the documents internal and external review and feedback. As such, we propose establishing an allowance for post memorandum support. Currently, as indicated in our proposal cost table, we anticipate \$10,380 for this final support and updates.

Task 1B, Detailed Comparison of Lystek and Cambi

As discussed, this task will include a full-blown comparative evaluation of the Lystek and Cambi processes with final recommendation memorandum to the City. In general, this task would include completing subtasks 3 and 4 as defined above and completing the additional analysis and deliverables discussed in subtasks 5 through 10. This work is currently listed as an optional task and will not be completed without the direction of the City of Franklin staff.

Task 2, Assistance and Evaluations in Response to Public Input

This task includes assistance with responses to public comments, inputs, and requests with respect to the proposed treatment system construction.

Task 2.1, Preparation of Responses to July 25, 2016 Chestnut Bend HOA Letter

This task involved the general assistance and preparation of responses to the comments and questions received from the Chestnut Bend Homeowners Association (CBHOA) and Harpeth River Watershed Association (HRWA) as a follow-up to the July 14, 2016 public meeting held as part of the requirements for the State Revolving Fund process. The response support and composing of a formal letter response required a significant effort that included research and

information gathering to address comments and questions, as well as claims made by both parties. The letter has been drafted, reviewed by the City staff and shared with the appropriate parties.

Task 2.2, Preparation of Process Fact Sheets for Public Education

In response to additional comments and questions from HRWA and CBHOA with respect to the potential off-site impacts of the existing and proposed processes; as well as the opportunity to educate the public and system customers on the proposed improvements, the City decided to produce process fact sheets that systematically addressed the following topics for each major process proposed for the plant:

- Purposes and benefits of process,
- Description of process,
- Identification of process modifications to be made,
- Potential for odor production and measures taken for odor control,
- Noise production potential and measures taken for noise control,
- Impacts to look and feel of the site, and
- Safety considerations.

The 15 process fact sheets that CDM Smith developed, in conjunction with the City staff, provide information to all parties interested in the project and give a non-technical general description of the key process upgrades at the plant. The fact sheets are limited to two pages in length each and focus on the issues of highest importance for each process. These fact sheets are available on the City's Water Management Department website and have been available to attendees at multiple public events and hearings. These quick reference guides are anticipated to receive continued use as the City moves through the next 3-4 years of bidding and construction efforts on the facility.

Task 3, Continuing Support for the SRF and Permitting Processes

The SRF and NPDES permitting process timeframes and efforts have continued to expand due to the public response and prolonged process. This continues to result in significant additional incurred costs; as well as, anticipated future costs for CDM Smith through the bidding and award of the construction contract. Currently, the project is anticipated to advertise in July or August and be finalized with an executed contract with the general contractor in December of this year. The increased efforts are associated with continued week-to-week coordination efforts between CDM Smith, SRF, TDEC, and the City, additional meetings and conference calls to discuss the project status and comments, and response to additional SRF and TDEC questions and requirements. These expanded efforts and coordination has proven beneficial recently with the City's proposed SRF loan being expanded from the original commitment of \$45 million to almost \$80 million dollars. Although the exact interest and fee savings cannot be determined until the loan is finalized, this total financed funding is anticipated to save the City well over \$25 million over the life of the loan compared to traditional bonds.

To capture incurred time to date plus estimated future costs, we propose establishing a task budget of \$136,920 for the period from August 2016 (effective date of previous amendment) through the anticipated completion of bidding and award of the project to the selected general contractor in December 2017 (72 weeks). This budget was derived assuming the following weekly charges based on our historical tracking of the project to date and estimated needs of the project going forward:

<u>Staff Role</u>	<u>Hours per week</u>
Project Manager	4 hours
Client Manager/Technical Specialist	2 hours
SRF Specialist	4 hours
<u>Administrative Support</u>	<u>2 hour</u>
Total	12 hours per week (864 total hours)

Task 4, Additional Project Management

As the duration of the project has extended, so have the daily, weekly and monthly management tasks required to conduct and complete the project. These tasks include additional management from August 2016 (date of last amendment) to December 2017 (anticipated completion of bidding and contracting for construction). The efforts under this task are broken into subtasks for 1) monthly coordination meetings and 2) monthly reporting and tracking, including budget and expenditure tracking, coordination calls with City staff, and internal team meetings and coordination.

For monthly coordination meetings, we have continued to budget for one monthly coordination meeting with City staff to address the work completed in the previous month and work that is required to be addressed in the upcoming months. This meeting will continue to be attended by project manager (Bob Huguenard), client manager/representative (Zack Daniel) and the assistant project manager, as well as other technical support staff as required for the specific topics to be discussed. In addition to the meeting itself, this task will include all required meeting preparation, including agenda and updated schedule preparation, and meeting minutes preparation and distribution to the project team.

Monthly reporting and tracking includes tracking of progress against budgets and schedules, updating of schedules and other tracking tools, preparation of monthly status reports, preparation of invoices, and planning for the coming monthly period. In addition to the other external monthly coordination, CDM Smith will continue to conduct internal coordination calls and team meetings as required to meet all requirements of the project.

To capture incurred time to date plus estimated future costs, we propose establishing a task budget of \$235,800 for the period from August 2016 (effective date of previous amendment) through the anticipated completion of bidding and award of the project in December 2017 (72 weeks). This budget was derived assuming the following weekly charges based on our historical tracking of the project to date:

<u>Staff Role</u>	<u>Hours per week</u>
Project Manager	6 hours
Client Manager	4 hours
Assistant PM/Engineer	4 hours
Technical Specialist	2 hours
Senior Engineer	2 hours
<u>Administrative Support</u>	<u>2 hour</u>
Total	20 hours per week (1,440 total hours)

3.0 Time of Completion/Schedule

Amendment No. 4 extends the contract period of services for the above mentioned scope of work from the previous services in August 2016 (per Amendment #3) to December 2017 for all tasks associated with the design, permitting, and bidding phase services for the project. This proposed timing aligns with our current estimated project schedule which anticipates advertising the bid for the project in July/August of 2017 and the award the project, by BOMA, in December of 2017. Delays outside of CDM Smith's control, particularly associated with the NPDES and SRF funding processes, have continued to delay the project to date and may continue to result in an extension of this anticipated schedule and potential additional costs to proceed with the project through bidding. As has occurred to date, CDM Smith will continue to keep the City staff apprised of the schedule and potential impacts at our monthly progress meetings; as well as, any delays potential impacts on the costs of services.

4.0 Compensation and Payment

The work in this amendment will be performed for an additional not-to-exceed budget of \$580,880. A breakdown of the cost for this amendment is provided in Table 1. The work will be performed on a billing rate basis in accordance with the rates established in the original contract. Please note that the cost to take the Lystek evaluation to culmination is included in this proposal as a separate optional task (Task 1B) in order that the City may easily remove the task and cost from the proposal if so desired. The total proposed amendment, without Task 1B, is \$482,750.

Table 1
Summary Spreadsheet
Franklin WRF Amendment 4

	Task No.	1A Lystek - Preliminary Evaluation and Impact Assessment Memo	1A Lystek - Memo Finalization, Post Public Assistance	1B Lystek - Detailed Comparison of Lystek vs. Cambi (Optional)	2 Assistance in Response to Public Input, Public Education	3 Continuing Support During SRF and Permitting Processes	4 Additional Project Management Services/ Staff Support	Total	Total without Task 1B (Detailed Lystek Evaluation)
LABOR	Rate								
Officer	\$215	24	8	80	16	144	288	560	480
Project Manager	\$170	60	16	140	80	288	432	1016	876
Senior Technical Specialist	\$190	60	0	32	40	0	0	132	100
Technical Specialist	\$170	40	32	80	60	0	144	356	276
Senior Eng./Sci/SRF Specialist	\$150	0	0	0	40	288	144	472	472
Engineer/Scientist	\$120	120	0	60	80	0	288	548	488
Junior Engineer/Scientist	\$100	0	0	240	0	0	0	240	0
Administration	\$75	10	0	40	0	144	144	338	298
TOTAL HOURS		314	56	672	316	864	1440	3662	2990
TOTAL DOLLARS		\$48,710	\$9,880	\$94,880	\$50,440	\$133,920	\$226,800	\$564,630	\$469,750
OTHER DIRECT COSTS									
Car Mileage		\$0	\$250	\$750	\$0	\$1,000	\$4,000	\$6,000	\$5,250
Hotel		\$500	\$250	\$1,000	\$0	\$500	\$2,000	\$4,250	\$3,250
Document Reproduction		\$250	\$0	\$1,000	\$250	\$1,000	\$2,000	\$4,500	\$3,500
Shipping		\$500	\$0	\$500	\$0	\$500	\$0	\$1,500	\$1,000
TOTAL ODCs Plus 0% Markup		\$1,250	\$500	\$3,250	\$250	\$3,000	\$8,000	\$16,250	\$13,000
OUTSIDE PROFESSIONALS									
Subtotal OPs		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS		\$49,960	\$10,380	\$98,130	\$50,690	\$136,920	\$234,800	\$580,880	\$482,750

**AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE FRANKLIN WASTEWATER RECLAMATION FACILITY**

COF Contract No. 2013-0001

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the **City of Franklin, Tennessee** ("City") and **CDM Smith** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled City of Franklin, Tennessee Professional Services Agreement, Wastewater Reclamation Facility Modifications and Expansion Project (COF Contract No. 2013-0001), dated the 3rd day of March 2013, at a fee not to exceed \$2,967,150.00; and

WHEREAS, the City and Consultant modified the Agreement as approved by Amendment No. 1 to the Agreement dated May 27, 2014, at a fee not to exceed \$2,293,000.00; and

WHEREAS, the City and Consultant modified the Agreement as approved by Amendment No. 2 to the Agreement dated November 10, 2015, at a fee not to exceed \$740,500.00; and

WHEREAS, the City and Consultant modified the Agreement as approved by Amendment No. 3 to the Agreement dated August 8, 2016, at a fee not to exceed \$484,230.00; and

WHEREAS, during the final stages of the engineering (design) of the Project the Consultant and City staff determined that there is a need for a revision in the Scope of Services for the Agreement to add Task 1, Task 1A, Task 2, Task 3 and Task 4 as found in Attachment A, Amendment 4 Proposal (attached and made a part hereto); and

WHEREAS, the Consultant has presented to the City staff a summary of costs that breaks down the anticipated work effort for each Task (Table 1) as found in Attachment A; and has been reviewed by City staff and appears to be appropriate for the work required for the completion of the Tasks; and

WHEREAS, City staff feels the Task Values as present in Table 1 of Attachment A are appropriate for the anticipated work required for the Scope of Services revisions as presented in the Amendment of the Agreement.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. The Consultant shall perform the work as proposed in the Scope as found in the April 19, 2017, letter of proposal (**Attachment A**) which includes the Scope of Services for this Amendment. Attachment A shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed **FOUR HUNDRED EIGHTY-TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$482,750.00)** for the additional Services as described in Attachment A for Task 1, Task 1A, Task 2, Task 3 and Task 4.

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

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

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

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

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

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

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

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

All other provisions of the Agreement dated March 3, 2013, and its subsequent amendments, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

CDM Smith

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Kristen L. Corn, Assistant City Attorney



Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-771-2466
fax: 615-778-9733

April 19, 2017

Mr. Mark Hilty, P.E.
City of Franklin
Director, Water Management Department
124 Lumber Drive
Franklin, Tennessee 37064

Subject: Proposed Amendment 4
Franklin WRF Expansion Project

Dear Mark:

Amendment number 4 is attached for your review. Please let Zack or me know if you have any questions or need any additional information. We would also be glad to go through this with you at your convenience.

We sincerely appreciate this opportunity to continue our work with the City of Franklin.

Very truly yours,

Robert P. Huguenard
Senior Project Manager
CDM Smith

Enclosure

cc: Michelle Hatcher, City of Franklin
Zack Daniel, CDM Smith
Jennifer Osgood, CDM Smith



Proposed Amendment 4

Franklin Wastewater Reclamation Facility

Modifications and Expansion Project

1.0 Project Background

The design and permitting for the Franklin WRF Improvements project continues to be prolonged due to the lack of finalization of the plant's expanded NPDES permit; ultimately, delaying the funding (SRF) and bidding processes. In addition, there also continue to be questions and request for clarification by a small facet of the public and regional environmental group with regards to the planned biosolids upgrades and the permitted effluent discharge limits for the proposed expansion. The delays in themselves result in additional week-to-week expenditures required to continue managing and maintaining the project, but the public objections have also resulted in additional tasks required to respond to input and requests; and most recently, in the evaluation of a potential new biosolids process, the Lystek Thermal Hydrolysis Process.

The delaying of the NPDES permit has also resulted in additional coordination and delays with the SRF loan process for the City's approved financing. The process has become protracted and has required additional work above the originally defined scope of work; and most importantly, continues to impact the requirements and needs of the project on a weekly basis as we move towards approval of the permit and bidding of the project. This amendment will address these additional efforts to continue this push towards bidding the project and commencing construction in 2017.

2.0 Scope

Task 1, Evaluation of Lystek System

The City was approached by Lystek International, through coordination by the Chestnut Bend Homeowners Association (CBHOA), and requested to be considered as an alternative to the previously selected Cambi thermal hydrolysis system, which is part of the currently designed biosolids system. The City Board of Mayor and Alderman (BOMA) decided to evaluate the Lystek system in comparison with the Cambi system to ensure that the City and CDM Smith are providing the most appropriate, cost-effective solution for the City's long-term biosolids processing and disposal needs.

Prior to preliminary design, procurement documents were prepared by CDM Smith to obtain competitive proposals for preselection of a thermal hydrolysis pretreatment (THP) system, with proposals obtained from Cambi and Krueger for their respective processes. The proposals were subjected to a meticulous economic (capital, operations and maintenance, and life-cycle costs) and non-economic analysis. Based on this analysis, the Cambi THP system was recommended and approved by the Board of Mayor and Alderman. This analysis and preselection was necessary due to the unique nature of the thermal hydrolysis systems and the variance between manufacturers in regards to their specific layouts, sizing, construction, support systems, and ancillary processes. Therefore, it was not possible to complete the design and produce construction documents for the biosolids treatment system without selecting a manufacturer to serve as the basis of design.

After the preselection of the Cambi system, the preliminary and final designs were completed for the system with the current biosolids process design documents at a 95% to 100% stage of completion.

The Lystek system is a thermal hydrolysis process; however, it is dramatically different from the Cambi and Krueger processes based on the ancillary systems that are required for a fully functioning system and the final product, which is a liquid fertilizer as opposed to the solids cake product produced by the currently designed system. Ultimately, the Lystek system is more of a post treatment step as opposed to a pretreatment step. The goal of this task is to perform an evaluation comparing the Lystek system to the Cambi system.

The evaluation requires establishing constraints and requirements that are commensurate to the constraints and requirements that were imposed in the bid package for the THP system selection. This process includes the development of process guarantee requirements; as well as penalties for not meeting these requirements, that are commensurate with those established for the original THP selection.

The equipment package to be pre-selected will include the thermal hydrolysis process equipment and the associated boiler units, feed hoppers, cooling units, dilution units and the digester feed pumps. The ancillary equipment identified herein was selected after discussions with the associated manufacturers. The goal was to identify equipment that potentially has an impact on the ability of the manufacturers to meet process guarantee requirements for the system.

With the above in mind, a bid package will be prepared for obtaining a proposal from Lystek that includes economic and non-economic information to perform a fair comparison with the pre-selected Cambi system. We assume that the evaluation will include the following subtasks/steps, some of which have already commenced:

Subtasks:

1. Pre-proposal support and efforts to define the proposed direction include:
 - a. CDM Smith performed initial public meeting preparation including researching and contrasting the Lystek system against other thermal hydrolysis systems. This initial research and analysis included conducting multiple calls and face-to-face discussions with Lystek staff.
 - b. CDM Smith attended a public meeting held by the City to learn more about the Lystek process. The public meeting, requested by the CBHOA, was held to discuss the potential use of the Lystek system in place of the proposed Cambi system; and ultimately, resulted in the BOMA decision to allow Lystek to present their process and conduct a formal comparison versus the Cambi THP process.
 - c. Preparation of a proposed approach for comparison of the Lystek system against the current design for City review and consideration.
 - d. The organization and completion of multiple conference calls to establish final direction on the evaluation.

2. A meeting was held in order to coordinate with Lystek staff to achieve the following goals:
 - a. Gain an in-depth understanding of the Lystek system to allow for the layout of the biosolids treatment system with the Lystek thermal hydrolysis process as the central process for the basis of conceptual design.
 - b. Gain an understanding of the Lystek business model and continue to work with Lystek to determine how that business model can be adjusted to fit City constraints and preferences. Lystek routinely provides their system/services as part of a design/build/finance/operate model. This is a drastically different approach than the current design-bid-build process envisioned.
 - c. Gain an understanding of the Lystek product marketing business model and continue to work with Lystek to determine how that business model can be adjusted to fit within City constraints.

To date, the City and CDM Smith have held a daylong meeting and site visit with multiple key Lystek staff at the Franklin WRF and anticipate the need for multiple conference calls to coordinate with Lystek to help define the scope for the bid documents. We have assumed that three conference calls will be necessary as part of the scope of work.

3. Define and produce a conceptual design (~10% to 20% documents) for the revised biosolids system with the Lystek system as its core, and identification of the equipment/processes that will be retained, adjusted or eliminated; as well as, the determination of any new process additions that may be required for a complete operating system. The final process layout must allow the ability of Lystek to meet the process guarantee requirements for the system that the other alternative THP processes were required to meet.

Following the analysis of the conceptual design, the sizing of the ancillary and support systems and facilities (i.e., portions of the biosolids system not directly in Lystek's scope) will be completed to allow for the performance of the cost analysis for the overall biosolids system. Draft figures and concepts will be developed and shared with the City in a summary memo and discussed as a group at a meeting attended by the core CDM Smith team (project manager, client service leader, and lead technical staff member).

4. Preparation of a pre-selection bid package. The package will include detailed performance based technical specifications, which will also include specific materials and equipment requirements. The package will include a bid sheet, measurement and payment details, a form(s) to gather information needed for long-term cost and non-cost evaluations, Division 1 specifications, and a letter agreement that commits the selected equipment manufacturer to providing equipment and services to the successful contractor at the bid cost under the conditions defined in the specifications. The draft package will be submitted to the City for review, and a conference call will be held to obtain City input. After receiving input, the bid package will be finalized and transmitted to Lystek for their detailed response. The package will have a defined response schedule similar to the previous package for Cambi and Krueger.

5. Once the package is transmitted to Lystek, CDM Smith will provide appropriate responses to any questions/comments from Lystek during their proposal preparation.
6. Once the bid package from Lystek is received, CDM Smith will provide an initial review of the Lystek proposal. The Lystek proposal will be reviewed, and an initial assessment will occur with the goal to identify any gaps in information provided. A letter requesting any additional required information will be prepared and transmitted to the City for review. A conference call will be held to obtain any City input, and the letter will be revised and transmitted to Lystek.
7. Upon submittal of the final response, final review of the Lystek proposal will be conducted.
8. Performance of a cost and non-cost analysis will be completed. Using the information provided by Lystek in their package, along with the documentation previously provided by Cambi, CDM Smith will perform an analysis similar in scope to the analysis performed for the Cambi/Krueger THP pre-selection. The analysis will include capital cost comparison, operation and maintenance cost comparison, life-cycle cost comparison, and non-cost comparison. A report similar to that produced for the Cambi pre-selection will be prepared. An internal draft of the report will be reviewed by CDM Smith technical experts and then revised and transmitted to the City for review. After the City has completed its review, CDM Smith will hold a review meeting with the City and subsequently finalize the report. The meeting will be attended in person by the project manager and client service leader and by others by phone.
9. If necessary, CDM Smith will assist the City with the preparation and presentation of the findings to the City administration and Board of Mayor and Alderman (BOMA). This scope of work includes one meeting for BOMA.
10. Upon approval by the City, CDM Smith will assist with obtaining a signed commitment letter from the successful manufacturer, if it is deemed necessary to change from the current direction.

The above scope will be broken out into two tasks as part of this proposal to allow the City to determine the appropriate level of effort required for the analysis. The tasks shall include: Task 1A, Preliminary Evaluation and Impact Assessment Memorandum, and Task 1B, Detailed Evaluation and Comparison of Lystek versus Cambi. This task was originally conceived as a single process; however, as research into the proposed Lystek process and the development of the solicitation package proceeded, it became clear that implementation of the Lystek process for the Franklin WRF would have very significant technical and economic impacts and would require a significant process to perform a full evaluation of the two technologies. The purpose of the proposed Task 1A is to establish a decision point where the process could be truncated if BOMA feels that the higher-level analysis completed by CDM Smith which compares the regulatory options, non-cost factors and potential added expenditures and project delays for redesign required as part of Task 1B are not in the City's best interest.

Task 1A, Preliminary Evaluation and Preparation of an Impact Assessment Memorandum

At this juncture in the evaluation, CDM Smith has developed a rough draft of the bid document that would be necessary to obtain a quote from Lystek. While performing the necessary research and bid document development, it became clear that there would be very significant impacts associated with changing direction on the biosolids treatment system design. In response to this occurrence, the Water Management Department asked CDM Smith to prepare an initial memorandum outlining the high-level evaluation and feedback from regulators, as well as design and construction impacts to obtain input from BOMA on whether or not to stay the course on the full-blown Lystek evaluation.

Task 1A includes completion of subtasks 1 and 2, completion of a first draft subtask 3, preparation of a rough draft of subtask 4, and preparation of the impact assessment memorandum. The documents produced in subtasks 1 and 2 have not been delivered to the City at this point and would be progressed to a deliverable form under Task 1B, should the City elect to continue through the full evaluation. A draft of the impact assessment memorandum has been produced and reviewed by a CDM Smith technical expert, revised and submitted to the City for review. CDM Smith has participated in an initial review of the document with senior City staff and elected officials and stands ready to modify the document as required based on the review.

Current expenditures on this task are approximately \$50,000 as indicated in this proposal cost table. Should the City decide to truncate the overall evaluation proposed in Task 1B, additional support is still anticipated to be required to finalize the report and provide any further coordination on the process. It is difficult to define the additional support the City will need in response to the documents internal and external review and feedback. As such, we propose establishing an allowance for post memorandum support. Currently, as indicated in our proposal cost table, we anticipate \$10,380 for this final support and updates.

Task 1B, Detailed Comparison of Lystek and Cambi

As discussed, this task will include a full-blown comparative evaluation of the Lystek and Cambi processes with final recommendation memorandum to the City. In general, this task would include completing subtasks 3 and 4 as defined above and completing the additional analysis and deliverables discussed in subtasks 5 through 10. This work is currently listed as an optional task and will not be completed without the direction of the City of Franklin staff.

Task 2, Assistance and Evaluations in Response to Public Input

This task includes assistance with responses to public comments, inputs, and requests with respect to the proposed treatment system construction.

Task 2.1, Preparation of Responses to July 25, 2016 Chestnut Bend HOA Letter

This task involved the general assistance and preparation of responses to the comments and questions received from the Chestnut Bend Homeowners Association (CBHOA) and Harpeth River Watershed Association (HRWA) as a follow-up to the July 14, 2016 public meeting held as part of the requirements for the State Revolving Fund process. The response support and composing of a formal letter response required a significant effort that included research and

information gathering to address comments and questions, as well as claims made by both parties. The letter has been drafted, reviewed by the City staff and shared with the appropriate parties.

Task 2.2, Preparation of Process Fact Sheets for Public Education

In response to additional comments and questions from HRWA and CBHOA with respect to the potential off-site impacts of the existing and proposed processes; as well as the opportunity to educate the public and system customers on the proposed improvements, the City decided to produce process fact sheets that systematically addressed the following topics for each major process proposed for the plant:

- Purposes and benefits of process,
- Description of process,
- Identification of process modifications to be made,
- Potential for odor production and measures taken for odor control,
- Noise production potential and measures taken for noise control,
- Impacts to look and feel of the site, and
- Safety considerations.

The 15 process fact sheets that CDM Smith developed, in conjunction with the City staff, provide information to all parties interested in the project and give a non-technical general description of the key process upgrades at the plant. The fact sheets are limited to two pages in length each and focus on the issues of highest importance for each process. These fact sheets are available on the City's Water Management Department website and have been available to attendees at multiple public events and hearings. These quick reference guides are anticipated to receive continued use as the City moves through the next 3-4 years of bidding and construction efforts on the facility.

Task 3, Continuing Support for the SRF and Permitting Processes

The SRF and NPDES permitting process timeframes and efforts have continued to expand due to the public response and prolonged process. This continues to result in significant additional incurred costs; as well as, anticipated future costs for CDM Smith through the bidding and award of the construction contract. Currently, the project is anticipated to advertise in July or August and be finalized with an executed contract with the general contractor in December of this year. The increased efforts are associated with continued week-to-week coordination efforts between CDM Smith, SRF, TDEC, and the City, additional meetings and conference calls to discuss the project status and comments, and response to additional SRF and TDEC questions and requirements. These expanded efforts and coordination has proven beneficial recently with the City's proposed SRF loan being expanded from the original commitment of \$45 million to almost \$80 million dollars. Although the exact interest and fee savings cannot be determined until the loan is finalized, this total financed funding is anticipated to save the City well over \$25 million over the life of the loan compared to traditional bonds.

To capture incurred time to date plus estimated future costs, we propose establishing a task budget of \$136,920 for the period from August 2016 (effective date of previous amendment) through the anticipated completion of bidding and award of the project to the selected general contractor in December 2017 (72 weeks). This budget was derived assuming the following weekly charges based on our historical tracking of the project to date and estimated needs of the project going forward:

<u>Staff Role</u>	<u>Hours per week</u>
Project Manager	4 hours
Client Manager/Technical Specialist	2 hours
SRF Specialist	4 hours
<u>Administrative Support</u>	<u>2 hour</u>
Total	12 hours per week (864 total hours)

Task 4, Additional Project Management

As the duration of the project has extended, so have the daily, weekly and monthly management tasks required to conduct and complete the project. These tasks include additional management from August 2016 (date of last amendment) to December 2017 (anticipated completion of bidding and contracting for construction). The efforts under this task are broken into subtasks for 1) monthly coordination meetings and 2) monthly reporting and tracking, including budget and expenditure tracking, coordination calls with City staff, and internal team meetings and coordination.

For monthly coordination meetings, we have continued to budget for one monthly coordination meeting with City staff to address the work completed in the previous month and work that is required to be addressed in the upcoming months. This meeting will continue to be attended by project manager (Bob Huguenard), client manager/representative (Zack Daniel) and the assistant project manager, as well as other technical support staff as required for the specific topics to be discussed. In addition to the meeting itself, this task will include all required meeting preparation, including agenda and updated schedule preparation, and meeting minutes preparation and distribution to the project team.

Monthly reporting and tracking includes tracking of progress against budgets and schedules, updating of schedules and other tracking tools, preparation of monthly status reports, preparation of invoices, and planning for the coming monthly period. In addition to the other external monthly coordination, CDM Smith will continue to conduct internal coordination calls and team meetings as required to meet all requirements of the project.

To capture incurred time to date plus estimated future costs, we propose establishing a task budget of \$235,800 for the period from August 2016 (effective date of previous amendment) through the anticipated completion of bidding and award of the project in December 2017 (72 weeks). This budget was derived assuming the following weekly charges based on our historical tracking of the project to date:

<u>Staff Role</u>	<u>Hours per week</u>
Project Manager	6 hours
Client Manager	4 hours
Assistant PM/Engineer	4 hours
Technical Specialist	2 hours
Senior Engineer	2 hours
<u>Administrative Support</u>	<u>2 hour</u>
Total	20 hours per week (1,440 total hours)

3.0 Time of Completion/Schedule

Amendment No. 4 extends the contract period of services for the above mentioned scope of work from the previous services in August 2016 (per Amendment #3) to December 2017 for all tasks associated with the design, permitting, and bidding phase services for the project. This proposed timing aligns with our current estimated project schedule which anticipates advertising the bid for the project in July/August of 2017 and the award the project, by BOMA, in December of 2017. Delays outside of CDM Smith's control, particularly associated with the NPDES and SRF funding processes, have continued to delay the project to date and may continue to result in an extension of this anticipated schedule and potential additional costs to proceed with the project through bidding. As has occurred to date, CDM Smith will continue to keep the City staff apprised of the schedule and potential impacts at our monthly progress meetings; as well as, any delays potential impacts on the costs of services.

4.0 Compensation and Payment

The work in this amendment will be performed for an additional not-to-exceed budget of \$580,880. A breakdown of the cost for this amendment is provided in Table 1. The work will be performed on a billing rate basis in accordance with the rates established in the original contract. Please note that the cost to take the Lystek evaluation to culmination is included in this proposal as a separate optional task (Task 1B) in order that the City may easily remove the task and cost from the proposal if so desired. The total proposed amendment, without Task 1B, is \$482,750.

Table 1
Summary Spreadsheet
Franklin WRF Amendment 4

	Task No.	1A Lystek - Preliminary Evaluation and Impact Assessment Memo	1A Lystek - Memo Finalization, Post Public Assistance	1B Lystek - Detailed Comparison of Lystek vs. Cambi (Optional)	2 Assistance in Response to Public Input, Public Education	3 Continuing Support During SRF and Permitting Processes	4 Additional Project Management Services/ Staff Support	Total	Total without Task 1B (Detailed Lystek Evaluation)
LABOR	Rate								
Officer	\$215	24	8	80	16	144	288	560	480
Project Manager	\$170	60	16	140	80	288	432	1016	876
Senior Technical Specialist	\$190	60	0	32	40	0	0	132	100
Technical Specialist	\$170	40	32	80	60	0	144	356	276
Senior Eng./Sci/SRF Specialist	\$150	0	0	0	40	288	144	472	472
Engineer/Scientist	\$120	120	0	60	80	0	288	548	488
Junior Engineer/Scientist	\$100	0	0	240	0	0	0	240	0
Administration	\$75	10	0	40	0	144	144	338	298
TOTAL HOURS		314	56	672	316	864	1440	3662	2990
TOTAL DOLLARS		\$48,710	\$9,880	\$94,880	\$50,440	\$133,920	\$226,800	\$564,630	\$469,750
OTHER DIRECT COSTS									
Car Mileage		\$0	\$250	\$750	\$0	\$1,000	\$4,000	\$6,000	\$5,250
Hotel		\$500	\$250	\$1,000	\$0	\$500	\$2,000	\$4,250	\$3,250
Document Reproduction		\$250	\$0	\$1,000	\$250	\$1,000	\$2,000	\$4,500	\$3,500
Shipping		\$500	\$0	\$500	\$0	\$500	\$0	\$1,500	\$1,000
TOTAL ODCs Plus 0% Markup		\$1,250	\$500	\$3,250	\$250	\$3,000	\$8,000	\$16,250	\$13,000
OUTSIDE PROFESSIONALS									
Subtotal OPs		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS		\$49,960	\$10,380	\$98,130	\$50,690	\$136,920	\$234,800	\$580,880	\$482,750



HISTORIC
FRANKLIN
TENNESSEE

**RETAILER'S CERTIFICATE
(Renewal)**

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of JDC Wines and Spirits, LLC d/b/a Franklin Wine and Spirits, owned by the managing agent, James D. Clark, who has made application for a retailer's license to handle alcoholic beverages at 1400 Liberty Pike, Suite 300, Franklin, TN 37067 (Franklin Wine and Spirits), which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner(s) who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and shall not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant(s) has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant (by and through one or more of its owners) meets all residency requirements established by local authority under Franklin Municipal Code Section 2-108A.
4. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This the 8th Day of August, 2017

Dr. Ken Moore
Mayor



HISTORIC
FRANKLIN
TENNESSEE

**RETAILER'S CERTIFICATE
(RENEWAL)**

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning applicant Berry Farm Wine & Spirits, Inc. (Satish Patel, Managing Agent), who has made application for a retailer's license to handle alcoholic beverages at 4000 Hughes Crossing, Building A, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner who is to be in actual charge of the business has not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application;
2. The applicant has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant (by and through one or more of its owners) meets all residency requirements established by local authority under Franklin Municipal Code Section 2-108A.
4. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This the 8th Day of August, 2017.

Dr. Ken Moore
Mayor

**CITY OF FRANKLIN POLICE DEPARTMENT
STATEMENT OF WORK
BWC MARK3 TRIAL
COF Contract No. 2017-0140**

June 1, 2017

This Statement of Work ("SOW") is entered by and between Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America (hereinafter referred to as "Panasonic"), and City of Franklin Tennessee Police Department (hereinafter referred to as "FPD", "Customer", or "Client"). Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the Agreement.

This Statement of Work provides the understanding of the objectives, approach, and schedule of deliverables. This SOW can be modified as per the Change Control section of this SOW.

Background

Panasonic Solutions Consulting Services are designed to streamline Arbitrator and Toughbook deployments for your organization. With this statement of work, you will receive complete configuration and integration of the Arbitrator system. Our expert team works with you from start to finish developing a custom business plan that assures your Arbitrator deployment not only achieves all your objectives, but future-proofs your initiatives by providing upgrade options and system modification programs.

We guarantee every facet of deployment, including discovery, design, build, testing and implementation phases. Panasonic provides you with expert consulting services using the best practices and techniques of leading organizations such as Microsoft and PMI.

Your Panasonic team will follow your deployment through every phase of the information technology lifecycle, assuring a well-planned, efficient and thorough product deployment with minimal disruption to your workforce routine, IT and business operations.

With more than 10 years of planning, managing and implementing mobile deployments of over 2 million units, Panasonic IT Consulting Services is uniquely qualified to handle your Panasonic Arbitrator or Toughbook deployment.

No one has the expertise, in-depth domain and product knowledge, and extensive experience we have to assure you a seamless, on-time and on-budget deployment.

Project or Program Objectives

Test BWC Mark3 and related equipment/software for possible purchase in a real-life environment. In order to accomplish this, FPD will receive ___ BWC Mark3 units and related accessories as well as equipment to allow optimal integration for ___ Arbitrator-equipped vehicle.

The duration of this trial shall be ___ days from completion of implementation/training.

Definitions

Term	Definition
VPU	Video Processing Unit- The recording device in vehicle or interview room
BWC	Body Worn Camera- Recording device worn by officers
BES	Back End Server- This software organizes and stores video evidence
BEC	Back End Client- Software used to query Arbitrator database, view evidence, and add associated files
BEA	Back End Administrator- Software used to access and modify the BES.
FE	Front End Client- Software installed on in-vehicle Toughbook. Primary interface to VPU and Arbitrator system.

PSCNA Responsibilities

The following identifies the in-scope and out of scope responsibilities of the Panasonic:

In Scope

- Panasonic or its authorized dealer partner, Insight, will appoint one consultant who will perform all required configuration.
- Panasonic or its authorized dealer partner, Insight, will supply all software and utilities for the Panasonic Arbitrator system.
- Panasonic or its authorized dealer partner, Insight, will provide all required hardware/accessories required to adequately test the functionality of the BWC Mark3.
- Panasonic or its authorized dealer partner, Insight, will train identified personnel regarding UEMS and any changes from Safe-Serve platform.
- Panasonic or its authorized dealer partner, Insight, will train identified personnel regarding use of Web Publishing capabilities.

Out of Scope

- Procurement of server, if needed
- Programming of network switches, routers, firewalls, access points
- Vehicle installation pricing
- Windows installation on Back End Server
- Formal training documentation
- Hardware Complications
 - Any out of box failures cannot be handled on site during the deployment phase of the project. Arrangements will have to be made to ship said unit to Heartland for Advanced Replacement.
- Anything not excluded in this section and not listed in the above "In Scope" is considered out of scope for this SOW.

Description of Services to Perform

Panasonic or its authorized dealer partner, Insight, will perform the following services:

- Pre-deployment remote meeting to discuss deployment checklist and rollout schedule
- Update existing Safe-Serve to new UEMS 1.2 platform or provide stand-alone server (PC) for this test
- Classroom based end user training for relevant FPD personnel, if applicable
- Classroom based system administrator training for relevant FPD personnel

Deliverables

All deliverables will be accepted in accordance with the Approval/Acceptance Process Section of this SOW.

Deliverable	Acceptance Criteria
UEMS Server /Laptop Installation and Configuration	Panasonic installs new BES software on customer provided server hardware (or stand-alone laptop server) and configures settings per Client requirements.
Vehicle equipment configuration	Panasonic configures VPU, CTB, Pairing Dock and FE client per Client requirements. Devices pass System acceptance test.
Training	End user(s) and system administrator(s) training delivered. End user training will be classroom based training on Front End Client and Back End Client. System administrator training is functional training on Back End Administrator and system architecture overview. Training will focus on any changes from previous software/operation.

Data/Evidence Ownership

If pilot uses FPD's existing BES server for management and storage, all BWC Mark3 files will remain upon that server until such time that FPD chooses to delete/move.

If a stand-alone "server" is utilized for the pilot, all video data will be stored to a storage device that becomes the product of FPD.

In all cases, any and all data recorded, either audio or video, will be the property of FPD.

Assumptions

- Customer has suitably trained IT staff on hand to perform the functions that are outside of Panasonic responsibility.

Schedule

The work shall commence on agreement acceptance and shall be completed according to a mutually-agreeable schedule, based on hardware and consultant availability. Extensions to this SOW, if required, will be authorized in accordance with the Change Control Procedures.

Architectural Requirements

- Previously provided to FPD

Customer Responsibilities

Customer Responsibilities are:

- An IT staff member designated to work with Panasonic for all aspects of this project and who is authorized to make decisions on behalf of Customer for work performed under this Agreement
- All prerequisite information outlined in the project plan prior to the onsite engagement. Due to the short time frame of an engagement, all information will have to be submitted prior to the Panasonic Consultant arriving onsite.
- The Client will provide network connectivity to the Back End Servers, on both internal (LAN) and external

(Internet) networks for the purposes of providing on-demand support via industry-standard tools. Such tools include TeamViewer, GoToAssist, and Remote Desktop.

Work Environment:

- A conference room (or training room) with PC projector and projector screen, so that others can review and follow the work being shown.

Project Management:

Customer shall assign a Project Manager to:

- Act as the single point of contact for this project and coordinate all project resources.
- Execute a formal project kickoff meeting.
- Create and maintain a detailed project plan.
- Maintain project communications, including but not limited to a weekly project status meeting and submission of a weekly status report, a monthly project steering committee meeting and submission of a steering committee status report

Governance

Project Change Control

The following procedure will be followed if changes to the project are requested, including scope and schedule changes:

1. Document the request.
2. Customer Project Manager ("PM") and Panasonic PM to review all requests.
3. PMs to determine if they accept the change or not.
4. If a change is mutually agreed to by the parties, Customer and Panasonic to review the SOW to determine if an SOW change documented in a Project Change Request ("PCR") Form is required.
 - If no change to the SOW is required, work may commence.
 - If a change to the SOW is required, reference the Agreement for the contractual Change Control Procedures.

NOTE: For any change that requires a change to the SOW:

- Work shall not be performed prior to the SOW PCR Form being fully executed.
- If work has been performed prior to the SOW change, Customer is financially responsible for the cost of work incurred prior to the execution of the SOW amendment.

Project Issues Management and Escalations

Any conflicts or issues related to the parties' performance under this SOW will be addressed in accordance with the Issues Management and Escalation section of the Agreement.

The following procedure is to be followed when reporting project issues:

1. Issue is documented and assigned an owner.
2. Owner provides an estimate to complete date.
3. If issue cannot be resolved by given date, the issue is escalated to the Project Manager.
4. If the Project Manager cannot resolve the issue within five (5) working days after being escalated, the issue will be escalated up to the next level of management.
5. For issues that cannot be resolved at the next level of management, the Issues Management and Escalation section of the Agreement will apply.

During any conflict or issue resolution, Panasonic agrees to provide services related to items not in dispute, to the extent practicable pending resolution of the conflict.

Approval/Acceptance of Project Deliverables

The following procedure will be followed for approval and acceptance of Project Deliverables:

- Deliverables provided by Primary Contact to Customer Project Manager
- Customer Project Manager to approve or reject the Deliverable within 5 business days or upon receipt
- In the event the Customer Project Manager:
 - Does not provide response within timeframe noted above, the Deliverable will be considered accepted.
 - Does not approve the Deliverable Customer Project Manager must provide reason Deliverable is being rejected.
 - And Primary Contact are unable to agree to updates requested, the Issues Management and Escalation section of this SOW shall apply.

Reporting Requirements

No ongoing reporting requirements exist for this project.

Sign-Off Responsibilities

Sign off will be based on the Acceptance Test Plan and full system sign-off by Customer.

Quality Control Assurance

Quality of Deliverables provided under this SOW will be validated and /or monitored as follows:

- Configuration acceptance testing- Panasonic will review configuration with Client to ensure proper system setup per requirements.
- Offload verification- Panasonic will verify video offload from body worn cameras to central server.
- Communication verification- Panasonic will verify all necessary ports are open for over-the-air firmware updates, configuration changes, and administrative tasks.
- Back End Client functionality- Panasonic will test Back End Client software to ensure proper search functionality and communication with Back End Server.

Special Conditions

The following special conditions apply to this SOW:

- No special conditions exist.

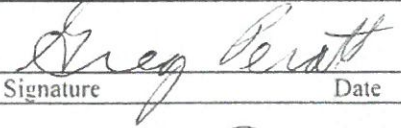
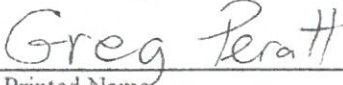
Pricing

There will be no charge to FPD for this proposed trial project.

Disclaimer

This SOW will in no event create or imply any obligations with respect to work activities or Services that are not specified in this SOW. Any additional Services or assistance requested by the Customer or its subsidiaries must be contracted for separately or amended accordingly and billed at current prevailing rates at the time of occurrence.

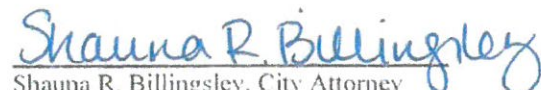
In Witness Whereof, the parties have executed this Statement of Work as of the last date set forth below:

Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America	OSHP
 7-25-17	
Signature Date	Signature Date
	
Printed Name	Printed Name
Two Riverfront Plaza	
Newark, NJ 07102-5490	

City of Franklin:


Eric S. Stuckey, City Administrator

Approved as to form:


Shauna R. Billingsley, City Attorney

STATE PLAN OF OPERATIONS

BETWEEN THE STATE OF

TENNESSEE

AND THE

City of Franklin Police Department

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of TENNESSEE and the (*LEA name*) City of Franklin Police Department, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of TENNESSEE has designated in writing with an effective date of July 9, 2012 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by The Department of General Services.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of TENNESSEE is as follows:

State Coordinator (SC): ELBERT R. BAKER

State Point of Contact (SPOC): KEVIN WAHL

State Point of Contact (SPOC): _____

State Point of Contact (SPOC): _____

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 6500 CENNTENNIAL BOULEVARD
NASHVILLE, TN 37243

EMAIL / Contact Phone Numbers: ELBERT.BAKER@TN.GOV Main phone # 615-350-3373

Fax Number: 615-350-3379

Hours of Operation: 8:00 am TO 4:30 pm

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (LEA name) City of Franklin Police Department.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (LEA name) City of Franklin Police Department understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Wheeled Tactical Vehicles

- 5) Command and Control Vehicles
- 6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 7) Explosives and Pyrotechnics
- 8) Breaching apparatus
- 9) Riot Batons
- 10) Riot Helmets
- 11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

- 1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;
- 2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);
- 3) The LEA's policies and protocols on deployment of this type of property;
- 4) Certifications on required training for use of this type of property; and
- 5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (LEA name) **City of Franklin Police Department** must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

- 1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.
- 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- 3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.
- 4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

B. The State shall:

- 1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.
- 2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.
- 3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The

LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.

- 4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).
- 5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.
- 6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end January 31 of each year.

B. The State shall:

- 1) Receive, validate, and reconcile incoming certified inventories from the LEAs.
- 2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete the annual physical inventory as required.
- 2) Provide serial numbers and photos identified in the annual inventory process for

inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.

- 3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.
 - a. The State and the LESO requires each LEA to submit certified inventories for their Agency by January 31 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA four (4) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.
 - (1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.
 - (2) The LESO requires serial number photos for each small arm received through the LESO Program.
 - b. The LEAs failure to submit the certified annual inventory by January 31 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.
- 4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA signed by the State.

- 1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.
- 2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

- 1) Support the LESO PCR process by:
 - a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.
 - b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.
 - c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.
- 2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.
 - a. The internal PCR will include, at minimum:
 - (1) A review of each selected LEAs LESO Program files.
 - (2) A review of the signed State Plan of Operation (SPO).
 - (3) A review of the LEA application and screener's letter.
 - (4) A physical inventory of the LESO Program property at each selected LEA.
 - (5) A specific review of each selected LEAs files for the following:
DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as required.
 - b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.
- 2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.
 - a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
 - b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.
- 2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.
- 3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

- 1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.
- 2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.
- 3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

- 1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from ship date, and then may be destroyed.
- 2) Property records for controlled property must be retained for five (5) calendar years or for the life span of the property, whichever is longer.
- 3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).
- 4) LESO Program files must be segregated from all other records.
- 5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

- 1) Provide the LESO website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.
- 2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.
- 3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
 - a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
 - b. HMMWVs: one (1) vehicle for every three (3) officers;
 - c. MRAPs: one (1) vehicle per LEA.
- 4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.

- 2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.
- 3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.
- 5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.
- 2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).
- 5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.
 - a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an

authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.

- b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

- 1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.
- 2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.
- 3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.
- 4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.
- 5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).
- 6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the State and/or LEA.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO

in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The State / LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the State / LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the State / LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State / LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State / LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Eric S. Stuckey
Eric S. Stuckey, City Administrator

11-7-2016
Date

Deborah Y. Faulkner, EdD, Chief of Police
Type / Print Chief Law Enforcement Official Name

Deborah Y. Faulkner
Chief Law Enforcement Official Signature

10-17-2016
Date (MM/DD/YYYY)

ELBERT BAKER
Type / Print State Coordinator Name

Elbert Baker
State Coordinator Signature

1-17-2016
~~5-2-2016~~
Date (MM/DD/YYYY)

Approved as to form:
Kristen L. Corn
Kristen L. Corn, Asst. City Attorney



TENNESSEE 1033 LAW ENFORCEMENT PROPERTY PROGRAM

RELEASE OF LIABILITY

TENNESSEE AGENCY: City of Franklin Police Department, Franklin, Williamson County, Tennessee

The Tennessee Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property")

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the State of Tennessee or the Tennessee Department of General Services to provide appropriate or adequate training to any person using the transferred property.

The Department of Defense, the State of Tennessee nor the Tennessee Department of General Services assumes any liability for damages or injuries to any person or property arising from the use of the Transferred Property. By signing this agreement, the LEA agrees, subject to the appropriation of sufficient funds, to be solely responsible for any and all suits, actions, demands or claims of any nature arising for its use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. The Department of Defense, the State of Tennessee nor the Tennessee Department of General Services make any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine gun" found in 26 U.S. C. 584(b)* must be registered with the Bureau of Alcohol, Tobacco and Firearms (BATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide the State Coordinators Office a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

1 of 2

The LEA acknowledges that it is the sole responsibility for any and all costs associated with the



Transferred Property, including but not limited to, packing, crating, handling, transportation, repossession and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with written approval from the State Coordinator's Office and in accordance with local, state, federal laws and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapon parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

AGENCY CHIEF EXECUTIVE OFFICIAL (1):

Deborah Y. Faulkner
Signature Date
Deborah Y. Faulkner, EdD, Chief of Police

AUTHORIZED OFFICIAL (2):

Eric S. Stuckey
Signature Date
Eric Stuckey, City Administrator

*The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machine gun as follows:

The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot automatically more than one shot, without manual reloading, by single function of the trigger. The term shall also include the frame or receiver of any such weapon, any combination of parts designed and intended, for use in converting a weapon into a machine gun, and any combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

(1) Agency Chief Executive Official – Chief of Police or County Sheriff

(2) Authorized Official – County Judge, Mayor or City Manager/Administrator, University/College President or Director

2 of 2



TENNESSEE 1033 LESO PROGRAM

SUPPLEMENTAL DATA SHEET

Date: 10/14/16

Agency: City of Franklin Police Dept.

Phone: (615) 794-2513 Alternate Phone: (615) 208-6230

Fax: (615) 791-3206

Website (if applicable): _____

Screener #1: Sgt. Paul Arnold / parnold@Franklin TN. gov
RANK / NAME / E-MAIL ADDRESS

Screener #2: Lt. John Lawrence / Jlawrence@Franklin TN. gov
RANK / NAME / E-MAIL ADDRESS

Screener #3: _____
RANK / NAME / E-MAIL ADDRESS

Screener #4: _____
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: Sgt. Paul Arnold / parnold@Franklin TN. gov
RANK / NAME / E-MAIL ADDRESS

AGENCY CHIEF EXECUTIVE OFFICIAL¹

Signature: Deborah Y. Faulkner

Name: Deborah Y Faulkner

Title: Chief of Police

Email: Deb. Faulkner@Franklin TN. gov

AUTHORIZED OFFICIAL²

Signature: Eric S. Stuckey

Name: Eric Stuckey

Title: City Administrator

Email: eric.stuckey@Franklin TN. gov

¹ Agency Chief Executive Official – Chief of Police or County Sheriff.

² Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

**AMENDMENT # 1 TO PROFESSIONAL SERVICES CONTRACT
BETWEEN THE
CITY OF FRANKLIN
AND
GREATER NASHVILLE REGIONAL COUNCIL
CONTRACT # LOCAL PLANNING CONTRACT 17.05
COF CONTRACT No. 2016-0331**

The City of Franklin (City) and the Greater Nashville Regional Council (Contractor) entered into a contractual agreement effective on the 1st day of December, 2016. It is mutually understood and agreed by the undersigned contracting parties that the Special Census contract is hereby amended.

Section D.3. of the December 1, 2016 contract allows amendments to the contract.

SECTION 1

Section B of the original Contract referenced above between the City and the Contractor was inadvertently omitted. The Special Census Contract dated December 1, 2016 is amended by adding the following new Section B.

B. Term of Contract

The parties agree that the Contract became effective as of the date of execution ("Effective Date") and will end on June 30, 2017 ("Term"). The City will have no obligation to the Contractor for fulfillment of the Scope outside the Term.

The parties have caused this Contract Amendment to be executed by officials duly authorized and it becomes effective on this 8TH day of MARCH, 2017.

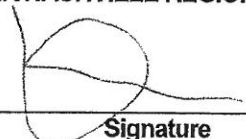
CITY OF FRANKLIN

BY: 
Signature

Eric Stuckey, City Administrator
Name and Title

3-8-2017
Date

GREATER NASHVILLE REGIONAL COUNCIL

BY: 
Signature

Ken Moore, President
Name and Title

1/27/17
Date

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
CITY OF FRANKLIN
AND
GREATER NASHVILLE REGIONAL COUNCIL
CONTRACT # LOCAL PLANNING 17-05**

COF Contract No. 2016-0331

This Professional Services Contract, by and between the CITY OF FRANKLIN hereinafter referred to as "City" and the GREATER NASHVILLE REGIONAL COUNCIL, hereinafter referred to as the "Contractor", is entered into on the 1ST day of DECEMBER, 2016.

BACKGROUND

1. The City intends to conduct a special census (CENSUS), and have it verified before submission to the State of Tennessee, Department of Economic and Community Development, (ECD) a process referred to as the "Verification" and further identified under Scope of Services; and,
2. The Contractor represents that it is equipped, competent, and able to undertake such an assignment and carry it to successful, economical, and timely completion; and,
3. The City has likewise indicated its desire to engage the Contractor to render professional services and assistance in connection with the Census; and,
4. The project is further described as Franklin Special Census

NOW, THEREFORE, the City and the Contractor, in consideration of the premises and of the mutual covenants set forth here, mutually agree as follows:

A. SCOPE OF SERVICES:

The Contractor will perform all the following necessary administrative and management services required under this Contract in accordance with the regulations of the state agency or agencies:

- A.1. Conduct a desktop review of the CENSUS table to ensure all information is listed and correct including the following:
 - a) Each entry must have a street address,
 - b) Each household must include the a first and last name,
 - c) Each page must be reviewed for duplications or electronic errors,
 - d) The total count must be verified
- A.2. Conduct a random door to door field verification visit to the City consisting of the Following:
 - a) Dividing the City into logical areas and conducting a portion of the field verification in each area to ensure a level of randomness.
 - b) Devising a plan to poll at least ten percent (10%) of the residents listed in the CENSUS.
 - c) Informing the City administration and law enforcement of the date and time of the field visit.
 - d) Providing clear identification of the Contractor and purpose to each resident polled to ensure their security and cooperation.
- A.3. Provide the City with a report certifying that the authorized agency has reviewed the CENSUS in compliance with procedures set forth by ECD including:
 - a) The name(s) and position(s) of the agency staff who conducted the desktop review of the CENSUS materials and conducted the field verification visit.

- b) The date(s) of the field verification visit(s).
- c) The number of persons and percentage of the total special census contacted [minimum of ten percent (10%)].
- d) The percentage of error identified during the field verification visit [maximum of five percent (5%)].

A.4. Not later than June 1, 2017 submit to ECD the following:

- a) A letter stating that the Contractor reviewed the CENSUS and conducted a field verification having an error rate that is five percent (5%) or less, and a recommendation that the CENSUS count be included in the Certified Population of Tennessee Incorporated Municipalities and Counties report.
- b) A notarized letter from the mayor that explains the method in which the CENSUS was conducted and the count being requested for inclusion in the July 1 Tennessee Certified Population of Incorporated Municipalities and Counties report
- c) A copy of the CENSUS.
- d) All annexation ordinances and associated maps covering annexation special census requests, if applicable.
- e) A notarized statement of the computations, including the identifying numbers of the census tracts or block numbering areas, and when using census tracts or block numbering areas, the census publication used, and the table and page numbers, if applicable.
- f) A notarized statement by the mayor of election of incorporation, giving date, and type of charter adopted, if applicable.
- g) A map of the incorporated area showing the census tracts or block numbering areas, if applicable.

CITY RESPONSIBILITIES

The City will provide to the Contractor complete and full information that is required and necessary for the Contractor to fulfill the Scope of Services. The City will:

- A.5. Not later than January 1, 2017 submit a Letter of Intent to the Department of Economic and Community Development, Division of Research, stating the type of CENSUS the city wishes to have included in the annual Certified Population of Tennessee Incorporated Municipalities and Counties report.
- A.6. Not later than March 1, 2017 submit the completed CENSUS materials to the Contractor for review and field verification.
- A.7. Bear all costs incidental to compliance with the requirements of this Project.
- A.8. Designate, in writing, a person to act as the City's local representative.
- A.9. Provide the Contractor with all available information which is pertinent to the Project.
- A.10. Guarantee access to the work and make all provisions for the Contractor to enter upon public and private lands as required to perform surveys, inspections, or other work essential to the development of the Project.
- A.11. Give thorough consideration to all documents presented by the Contractor and inform the Contractor of all decisions within a reasonable time so as not to delay the timely completion of this Project.
- A.12. Hold promptly all required special meetings, serve all public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project and pay all incidental costs.

- A.13. Furnish approvals and permits from all government authorities having jurisdiction over the Project and approvals and consents necessary for the completion of the Project.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Compensation. The City shall pay no more than SEVEN THOUSAND, SEVEN HUNDRED SIXTY-FIVE AND NO/100 DOLLARS for services rendered under this Contract. This Contract does not grant the Contractor any exclusive rights. The City does not guarantee that it will buy any minimum quantity of services under this Contract.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not authorized by the City. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the City requests work and the Contractor performs said work. This Contract does not grant the Contractor any exclusive rights.

Nothing in this contract affects any local membership contributions/dues normally remitted to the Contractor by the City for services rendered outside the scope of this Contract.

The City shall make one payment to the Contractor upon receipt of an invoice for services

- C.2. Compensation Firm. The maximum liability provided in Section C.1 of this Contract will constitute the entire compensation due the Contractor for work performed under this Contract for all services performed under this Contract regardless of the difficulty. The maximum liability of the City under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended. The payment maximum liability includes all applicable taxes, fees, overhead, costs of insurance, and all other direct or indirect costs incurred or to be incurred by the Contractor.
- C.3. Invoice Procedure. The Contractor will submit an invoice to the City prior to beginning work. The Invoice and any progress reports, if applicable, should be submitted to:

City of Franklin, Lori Jarosz, 109 3rd Ave. S, Ste. 110, Franklin, TN 37064.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The City is not bound by this Contract until it is signed by the contracting parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract will be in writing and will be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, will be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

City:

LORI JAROSZ, PLANS EXAMINER
CITY OF FRANKLIN, BUILDING & NEIGHBORHOOD SERVICES

109 3rd AVE S., STE. 110
FRANKLIN, TN 37064
lori.jarosz@franklin.tn.gov
PHONE: 615-550-6728

Contractor:

MATT VON LUNEN, PLANNING, R&D DIVISION ADMINISTRATOR
GREATER NASHVILLE REGIONAL COUNCIL
501 UNION STREET, 6TH FLOOR
NASHVILLE, TN 37219
EMAIL: mvonlunen@gnrc.org
PHONE # 615-882-8828
FAX # 615-862-8840

A change in the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications will be considered effectively given upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties to this Contract and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate the Contract upon written notice to the Contractor. Said termination will not be deemed a breach of Contract by City. Upon receipt of the written notice, the Contractor will cease all work associated with the Contract. If the City terminates this Contract due to a lack of funds availability, the Contractor will be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Should the City exercise its right to terminate this Contract due to unavailability of funds, the Contractor will have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.5. Termination for Convenience. Either party may terminate this Contract for convenience without cause for any reason. A termination for convenience will not be deemed a breach of contract by either party. The City will give the Contractor at least thirty (30) days written notice before the termination date. If the Contractor terminates this Contract for convenience, it will provide the City with thirty (30) days written notice, and will provide the City with any outstanding deliverables and records prior to the termination and prior to receiving final payment from the City, if applicable. The Contractor will be entitled to compensation for satisfactory, authorized service completed as of the termination date. In no event will the City be liable to the Contractor for compensation for any service which has not been satisfactorily performed by the Contractor. In no event will the City's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the City for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If either party fails to properly perform its obligations under this Contract in a timely or proper manner, or if either party violates any terms of this Contract ('Breach Condition'), either party will have the right to immediately terminate the Contract. The City will withhold payments in excess of compensation for completed services. Notwithstanding the above, the Contractor will not be relieved of liability to the City for damages sustained by virtue of any Breach Condition and the City may seek other remedies allowed by law or in equity for breach of this Contract.

- D.7. Assignment and Subcontracting. The Contractor will not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of City. Notwithstanding any use of the approved subcontractors, the Contractor will be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The City reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.
- The Contractor acknowledges, understands, and agrees that this Contract will be null and void if the Contractor is, or within the past six (6) months has been, an employee of the City or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the City.
- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor will, upon request, show proof of nondiscrimination and will post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Reserved.
- D.11. Records. The Contractor will maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, will be maintained for a period of five (5) full years from the date of the final payment and will be subject to audit at any reasonable time and upon reasonable notice by the City, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements will be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract will be subject to monitoring and evaluation by the City, the Department of Economic and Community Development, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor will submit brief, periodic, progress reports to the City as requested.
- D.14. Strict Performance. Failure by any party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract will not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written amendment signed by the parties to this Contract.
- D.15. Independent Contractor. The parties to this Contract will not act as employees, partners, joint venturers, or associates of one another. The parties to this Contract are independent contracting entities. Nothing in this Contract will be construed to create an employer/employee relationship or to allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party are not the employees or agents of the other party. The City will not provide Contractor with office space, desks, equipment or supplies.

The Contractor, being an independent contractor and not an employee of the City, agrees to carry adequate public liability and other appropriate forms of insurance, including worker's compensation insurance on its employees when required by law, and to pay all applicable taxes incident to this Contract.

- D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance.
- D.17. Limitation of Liability. The City and the Contractor will have no liability except as specifically provided in this Contract or otherwise permitted by law.
- D.18. Reserved.
- D.19. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the City under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.20. Tennessee Department of Revenue Registration. The Contractor will comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.21. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor will provide immediate written notice to the City if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- D.22. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the City of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the City within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the City may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the City any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.23. State and Federal Compliance. The Contractor will comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.24. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract.
- D.25. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.26. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract will not be affected and will remain in full force and effect. The terms and conditions of this Contract are severable.
- D.27. Headings. Section headings of this Contract are for reference purposes only and will not be construed as part of this Contract.
- D.28. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items will govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with attachments.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions will be subordinate to the Contract's other terms and conditions.

E.2. Confidentiality of Records. Strict standards of confidentiality of records and information will be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the City or acquired by the Contractor on behalf of City that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section will permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the Contractor or third parties. Confidential Information will not be disclosed except as required or permitted under state or federal law. Contractor will take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section will survive the termination of this Contract.

E.3. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the City, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor will also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign will be of the form prescribed by the Comptroller of the Treasury.

E.4. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, *U.S. Code*.

- E.5. Insurance. The Contractor will carry adequate liability and other appropriate forms of insurance, including worker compensation insurance when required by law.
- E.6. Personal Information. In addition to the requirements of Section E.2, the Contractor will not sell or disclose information obtained from persons served under this Contract, including but not limited to names, addresses, social security numbers and other personally identifiable information, to third parties without the express written consent of the City. Additionally, the Contractor will not obtain the social security numbers of persons served under this Contract. If the Contractor violates this section, the violation will constitute a Breach Condition, and the City will have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services.
- E.7. Reserved.

IN WITNESS WHEREOF,

CITY OF FRANKLIN:


ERIC STUCKEY, CITY ADMINISTRATOR

12-1-2016
DATE

GREATER NASHVILLE REGIONAL COUNCIL:


KEN MOORE, PRESIDENT

12-1-2016
DATE



December 18, 2016

HISTORIC
FRANKLIN
TENNESSEE

Ms. Sally Haar, Research Division
Tennessee Department of Economic and Community Development
312 Rosa L. Parks Avenue, 26th Floor
Nashville, TN 37243

Dear Ms. Haar:

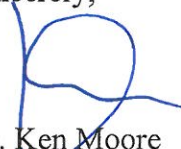
Please accept this letter as the City of Franklin's intent to conduct a special census. The City understands that all special census material must be to your office by March 1, 2017. Additionally please find below a brief explanation of the methods used to assure all Franklin residents are counted.

We began the project with a public information/marketing campaign to get the word out about the Special Census and to educate the public on its importance. Local newspapers, radio, and television stations (both our government channel and the Nashville stations) provided coverage with news stories, public service announcements, and advertisements. We also used social media as part of this campaign (Facebook, Twitter, Youtube).

Census packets were mailed to every Franklin household on October 1, 2016. The census packet included a letter explaining the importance of the special census, a postage-paid envelope, and a perforated census sheet with spaces for the resident to list their household address and the full names, ages and race of all persons residing at the address. The City also set up a web page at www.franklintn.gov/2017SpecialCensus for residents to have the added convenience of completing their forms online.

To ensure that everyone is counted, Census takers are visiting the households that did not return the forms or complete the information online. GNRC has agreed to provide the city with verification. We look forward to working with you and the State of Tennessee through this process. Please contact Lori Jarosz at 615-550-6728 if there are any questions or concerns.

Sincerely,



Dr. Ken Moore
Mayor
City of Franklin

HISTORIC
FRANKLIN
TENNESSEE

June 16, 2017

Bi-County Solid Waste Management
3212 Dover Road
Woodlawn, TN 37191
Attn: Mr. David Graham, Executive Director

(sent via e-mail to degraham@mcgtn.net)

Re: 2012 Interlocal Agreement between Bi-County Solid Waste Management System and the City of Franklin for the transport and disposal of solid waste (City of Franklin contract no. 2012-0023); second of four three-year options to extend term of agreement; notice of intent to exercise

Dear Mr. Graham:

The City of Franklin hereby declares its intent to exercise the second of four three-year options to extend the term of the 2012 Interlocal Agreement between Bi-County Solid Waste Management System and the City of Franklin for the transport and disposal of solid waste (City of Franklin contract no. 2012-0023). By this letter of notice, the termination of the 2012 Interlocal Agreement is thus extended from June 30, 2017 to June 30, 2020.

As you recall, the service fee established by the 2012 Interlocal Agreement (\$32.00 per ton) applied only to the initial two-year term of the 2012 Interlocal Agreement. In accordance with the 2012 Interlocal Agreement, the service fee shall be adjusted exactly once for each successive three-year option to extend the term of the 2012 Interlocal Agreement exercised by the City and exactly by the percentage change between the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index-U, U.S. City Average, All Items Less Food and Energy, not seasonally adjusted, for the South Urban Statistical Area, for the month of March of the same calendar year during which the extension commences, in comparison with the like index figure descriptive for the month of July, 2012.

Using the index for March, 2017 (241.945 – see attached), “in comparison with the like index figure descriptive for the month of July, 2012” (221.077), the City calculates a rate adjustment (from the initial rate) of about 9.44%. Applying this percentage increase to the initial service fee of \$32.00 per ton results in the new service fee of \$35.02 per ton effective July 1, 2017.

The City respectfully requests for Bi-County, by June 30, 2017, to provide the City with a certificate of liability insurance for current insurance coverage and naming the City as additional insured.

On behalf of the City of Franklin, thank you for your continued service to the City. We look forward to a continued successful business partnership with Bi-County to serve the Franklin community. Please let me know if you have any questions or concerns.

Sincerely,

Eric S. Stuckey
City Administrator

cc: Becky Caldwell, Director, City of Franklin Department of Sanitation and Environmental Services
Suzanne Ward, City of Franklin Purchasing Analyst

ADMINISTRATION

Kristine Tallent
Assistant City Administrator/CFO
Finance & Administration



Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

May 11, 2017

Ms. Lisa Friday-McCastlain
Mr. Kevin Broyles
Heritage Propane
101 Noah Dr.
Franklin, TN 37064

**HISTORIC
FRANKLIN
TENNESSEE**

(sent via e-mail to lisa.friday@amerigas.com and kevin.broyles@amerigas.com)

Re: City of Franklin Purchasing Office solicitation no. 2014-015
(propane fuel service for lawn mowers);
City of Franklin contract no. 2014-0019;
first, option to extend term of service; notice of intent to exercise

Dear Ms. Friday-McCastlain and Mr. Broyles:

The City of Franklin seeks to exercise the first of two options to extend the term of service with Heritage Propane for the purchase referenced above.

As you recall, the effective date of the award was March 4, 2014. In accordance with the referenced solicitation, the term of this award was to be for three years from the date of award but at any time prior to or upon the expiration of this term of service, the City and the vendor awarded the contract may, by mutual consent, exercise an option to extend the term of service twice, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor awarded the contract each retain the non-exclusive right, with or without cause, not to extend the term of service.

Please accept this letter as the City's notice of its intent to exercise this first option to extend the term of service, effective March 4, 2017 and through March 3, 2018. If Heritage Propane consents to this extension, please signify by signing below and returning this letter to me.

On behalf of the City of Franklin, thank you for your interest in continuing to do business with the City. Please let me know if you have any questions or concerns.

Sincerely,

Brian W. Wilcox
Purchasing Manager
615/550-6614
brianw@franklintn.gov

cc: Brian Walker, City of Franklin Parks Department Landscaping and Grounds Foreman
Suzanne Ward, City of Franklin Purchasing Analyst

Option to extend term of service through March 3, 2018 accepted by Heritage Propane:

Signature of vendor's authorized representative

Account Manager
Title of vendor's authorized representative

5-30-17
Date

ADMINISTRATION

Kristine Tallent
Assistant City Administrator/CFO
Finance & Administration



Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

June 21, 2017

Ms. Lisa Hemstead, Sr. Stop Loss Specialist
Sun Life Assurance Company of Canada
One Sun Life Executive Park
Wellesley Hills, MA 02481

617/584-4278

(sent via e-mail to lisa.hemstead@sunlife.com)

**HISTORIC
FRANKLIN
TENNESSEE**

Re: City of Franklin Purchasing Office solicitation no. 2015-026
(stop-loss insurance for employee and retiree health and pharmacy programs);
City of Franklin contract no. 2015-0106;
second option to extend term of service; notice of intent to exercise

Dear Ms. Hemstead:

The City of Franklin seeks to exercise the second of four options to extend the term of service with Sun Life Assurance Company of Canada for the purchase referenced above.

As you recall, the effective date of the award was July 1, 2015. In accordance with the referenced solicitation, the term of this award was to expire on June 30, 2016 but at any time after commencement but before or as soon as practicable after the expiration of the term of award, the City and the vendor awarded the contract may, by mutual consent, exercise an option to extend the term of service four (4) times, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except with respect to pricing which shall be negotiated in advance of the optional term of extension commencement; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor awarded the contract each specifically retain the non-exclusive right, with or without cause, not to extend the term of service.

Please accept this letter as the City's notice of its intent to exercise this second option to extend the term of service, effective July 1, 2017 and through June 30, 2018. If Sun Life Assurance Company of Canada consents to this extension, please signify by signing below and returning this letter to me.

On behalf of the City of Franklin, thank you for your interest in continuing to do business with the City. Please let me know if you have any questions or concerns.

Sincerely,

Brian W. Wilcox
Purchasing Manager
615/550-6614
brianw@franklintn.gov

cc: Kevin Townsel, City of Franklin Human Resources Director
Suzanne Ward, City of Franklin Purchasing Analyst

Option to extend term of service through June 30, 2018 accepted by Sun Life Assurance Company of Canada:

Signature of vendor's authorized representative
Title of vendor's authorized representative
Date

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0126

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and BARGE WAGGONER SUMNER & CANNON, 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:

The Park at Harlinsdale Farm – Drainage Improvements for Existing Equine Paddock South of the Multi-purpose Arena

1. **SCOPE OF SERVICES.** Consultant shall provide surveying and engineering and related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a lump sum for work performed based on the Fee Schedule as contained in Attachment A in the amount Not-to-Exceed **FOUR THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$4,300.00).**

The City Administrator Approved this Agreement on the 11 day of July, 2017, under the Authority Granted by the Board of Mayor and Aldermen by Resolution 2012-05.

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.

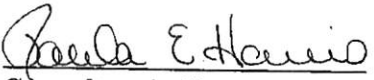
- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently 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.

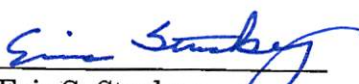
The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon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

(Signatures on following page.)

CONSULTANT

BY: 
Consultant's Signature
TITLE: Executive Vice President
Date: 7/7/2017

CITY OF FRANKLIN

BY: 
Eric S. Stuckey
City Administrator
Date: 7-11-17

Approved as to Form:


Kristen L. Corn, Assistant City Attorney



COF Contract No. 2017-0126

May 19, 2017
File No. 93-17031

Ms. Lisa Clayton
Parks Director
CITY OF FRANKLIN
Post Office Box 305
Franklin, Tennessee 37065

RE: THE PARK AT HARLINSDALE FARM - DRAINAGE IMPROVEMENTS

Dear Ms. Clayton:

In accordance with your request, our proposed scope of professional services to prepare design documents for the above referenced project is attached (Attachment A) for your review. We understand the City of Franklin will prepare a standard Professional Services Agreement for our review and execution.

The proposal was prepared based on our understanding of the project description. If we have not fully addressed the project requirements, or if you have any questions regarding the proposal, please advise me immediately by calling 615-252-4211. BWSC can also provide additional service not included in the proposal upon request.

Thank you very much for this opportunity, BWSC looks forward to working with you and your staff.

Sincerely,

Jason Deal, PE
Technical Manager

F:\93193000\9300003\1120-
CIVIL\Proposals_2017\17031_COFParks_HarlinsdaleFarmDrainageImprovements\2017_05_17_COFParks_HarlinsdaleFarmDrainageImprovementsCover.docx

Enclosures

cc: Jeff Cundiff, BWSC
Paula Harris, BWSC

BARGE WAGGONER SUMNER & CANNON, INC.

ATTACHMENT A – SCOPE OF SERVICES

The scope of work is presented in the following elements.

- I. Project Description**
- II. Scope of Services**
- III. Assumptions**
- IV. Additional Services**
- V. Time of Performance**
- VI. Client's Responsibilities**
- VII. Deliverables**
- VIII. Compensation**

I. Project Description

Field survey and drainage improvements for a new horse arena at The Park at Harlinsdale Farm.

II. Scope of Services

Barge Waggoner Sumner & Cannon, Inc., proposes the following Scope of Services.

- A. Surveying Services:** Site and Limited Topographic Survey of proposed improvement area per Exhibit A.
- B. Civil Engineering Services:** Site Utility and Drainage Plan showing planned utilities, (electric and storm) with associated drainage improvements and details for a headwall and two catch basins.

III. Assumptions

- A. Submittal fees and printing requested by Client are not included in the quoted price. Printing for the internal preparation of plans and standard sets for permitting are included.**
- B. No major on-site relocations or design of offsite utilities are included, unless specified in the scope.**
- C. Fee does not include time or expenses for overnight travel unless specified in the scope of services.**
- D. Assumes timely receipt of critical project information from architect, other designers, and Client.**
- E. Fee does not include any work not specified in the above scope of services. Additional services may be added to the scope of work based on mutual agreement and equitable adjustment in fee.**

BARGE WAGGONER SUMNER & CANNON, INC.

ATTACHMENT A – SCOPE OF SERVICES

IV. Additional Services

BWSC is available to provide additional services if requested by Client. Examples of additional services include:

- A. Structural design
- B. Traffic impact statements or studies
- C. Environmental services, such as Phase 1 ESA
- D. Right-of-way encroachments or easement abandonments
- E. Opinion of Probable Construction Cost (OPCC)
- F. LEED design, documentation, and administration
- G. Construction staking surveys
- H. Landscape architectural design services
- I. Preparation of multiple, separate construction contract packages
- J. As-built surveys and/or construction record surveys
- K. Services resulting from changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil or utility conditions)
- L. Record drawing preparation based upon markups prepared by the general contractor
- M. Development of perspective and/or presentation drawings
- N. Project presentation/representation services, including compilation of graphics and presentation to outside groups other than Client
- O. Zoning processing assistance (zoning variance/setback requests, rezoning, etc., or coordination of such work); property acquisition or entitlement changes, unless specified in scope
- P. Marketing services (web art, color plans, 3D model construction, still photography)

Additional services can be provided for a negotiated lump sum fee or per BWSC hourly rate basis provided in Exhibit A.

V. Time of Performance

BWSC is prepared to begin work immediately upon receipt of a signed professional services agreement or written authorization to proceed.

BARGE WAGGONER SUMNER & CANNON, INC.

ATTACHMENT A – SCOPE OF SERVICES

VI. Client's Responsibilities

BWSC strives to work closely with our clients. For the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information, collaboration, and decisions as required to support completion of the scope of work as described in this agreement.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.

VII. Deliverables

The following is a list of probable deliverables that will be produced as part of this effort.

- A. PDF(s) of Site Utility plan and details

VIII. Compensation

The compensation to be paid to BWSC for providing requested services shall be as follows:

Site and Topographic Survey	\$2,000 Lump Sum Fee
Civil Engineering Design	\$2,300 Lump Sum Fee

BARGE WAGGONER SUMNER & CANNON, INC.

EXHIBIT A – SCHEDULE OF STANDARD CHARGES

HOURLY-RATE BASIS

Hourly Rates:

Principal Engineer, Planner, or Architect.....	\$170 to	\$295
Professional Engineer, Planner, Architect, Landscape Architect, or Land Surveyor.....	100 to	190
Graduate Engineer, Planner, or Architect.....	70 to	150
Designer or Technician	60 to	130
Drafter, Administrative Assistant, etc.....	50 to	115
Construction Representative	50 to	110
Surveyor	40 to	90

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 15 percent.

BWSC contract employees (non-BWSC payroll) utilized by BWSC in the provision of services under this agreement will be billed at a multiple of 1.6 times the expenses incurred by BWSC for time chargeable to the work.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. Travel by company or private vehicle at the IRS approved standard mileage rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.

Invoices will be issued monthly.

NOTE: The average three-member survey crew rate ranges from \$140 to \$200 per hour, depending upon the mix of personnel used.



EROSION CONTROL

1. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

1. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
2. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
3. EROSION CONTROL MEASURES SHALL BE REMOVED OR MODIFIED AS REQUIRED BY THE ENGINEER.
4. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:
5. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
6. EROSION CONTROL MEASURES SHALL BE REMOVED OR MODIFIED AS REQUIRED BY THE ENGINEER.
7. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:
8. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
9. EROSION CONTROL MEASURES SHALL BE REMOVED OR MODIFIED AS REQUIRED BY THE ENGINEER.
10. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

EROSION CONTROL NOTES:

1. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
2. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
3. EROSION CONTROL MEASURES SHALL BE REMOVED OR MODIFIED AS REQUIRED BY THE ENGINEER.
4. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:
5. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
6. EROSION CONTROL MEASURES SHALL BE REMOVED OR MODIFIED AS REQUIRED BY THE ENGINEER.
7. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:
8. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
9. EROSION CONTROL MEASURES SHALL BE REMOVED OR MODIFIED AS REQUIRED BY THE ENGINEER.
10. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

EROSION CONTROL NOTES:

1. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
2. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
3. EROSION CONTROL MEASURES SHALL BE REMOVED OR MODIFIED AS REQUIRED BY THE ENGINEER.
4. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:
5. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
6. EROSION CONTROL MEASURES SHALL BE REMOVED OR MODIFIED AS REQUIRED BY THE ENGINEER.
7. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:
8. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
9. EROSION CONTROL MEASURES SHALL BE REMOVED OR MODIFIED AS REQUIRED BY THE ENGINEER.
10. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

C242

HARLINSDALE FARM SITE PLAN
MULTI-PURPOSE EQUESTRIAN CENTER
 FRANKLIN PARKS, FRANKLIN, WILKINSON COUNTY, TENNESSEE
INTERMEDIATE EROSION CONTROL PLAN



KISER/GRINDSEIGN
 1008 Preston Blvd. Ste. 100
 41520 TTN
BWSC
 INTERMEDIATE EROSION CONTROL PLAN



Crane Materials International

1165 Northchase Pkwy SE Suite 300
Marietta, Georgia USA 30067-6422
770-933-8166 Fax 770-933-8363

SALES QUOTATION & ORDER FORM

DOCKS - PIERS
GANGWAYS
BRIDGES &
Rail

PAGE: Page 1 of 2
QUOTE NUMBER: 88261
QUOTE DATE: 1/31/2017
PO# OR JOB NAME:
CUSTOMER: City of Franklin TN (Parks D

Bill City of Franklin TN (Parks Dept.)
To: 109 Third Avenue South
Franklin, TN 37064

Ship City of Franklin TN (Parks Dept.)
To: 331 Franklin Road
Franklin, TN 37064

CONTACT NAME: Kevin Lindsey
OFFICE PHONE: (615) 794-2103
HOME PHONE:

FAX NO.:
CELL PHONE: () -
PAGER:

CUSTOMER NO. 37846	SALESPERSON NAME Rick Owens	Terms: Pre-Pay	TERMS STRICTLY ENFORCED 1 1/2% DELINQUENCY CHARGES			
Taxing Authority		Tax Exempt No:		Exempt		
QTY ORDERED	ITEM	Tax	Type	UM	UNIT PRICE	EXTENDED PRICE
2	Dock - Alum - Poly - 5x15'	Y	SPA	EA	3,394.44	\$6,788.88
65	42" Combination Rail with ADA Drop Downs	Y	SPA	EA	34.02	\$2,211.30
1	Freight & Handling	Y	INV	EA	1,800.00	\$1,800.00
Shipping Instructions:		Standard lead time is 60 days from acceptance and entry of order by CMI or final drawings approval. (Above lead time is for initial shipment)			Subtotal	\$10,800.18
					Sales Tax	0.00
					Total	\$10,800.18

Buyer is solely responsible for determining the effectiveness, suitability, and safety of any particular use or application of the product. Buyer is responsible for providing Seller with the product design and engineering specifications and criteria. Seller is not responsible for the installation of the product and is not responsible for delivery delays, installation rates, or any consequential damages. Any claims are governed by the applicable expressed Limited Warranty for each specific product. Seller provided Shop drawings of custom products are for fabrication approval only.

Seller complies with State and Federal material supply notification requirements on Projects.
Sales Tax Exemption Certificates must be provided at the time of order if applicable.
Attached Terms and Conditions of Sale are an integral part of this Sales Quotation and Order Form

I understand that upon signing, this SALES QUOTATION becomes my ORDER and is a binding contract once it has been accepted by CMI in Atlanta.

X

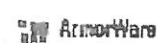
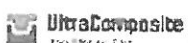
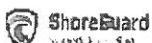
Authorized Customer Signature

Date

Customer PO#

Sales Manager Signature

Date





Crane Materials International

1165 Northchase Pkwy SE Suite 300
Marietta, Georgia USA 30067-6422
770-933-8166 Fax 770-933-8363

COF CONTRACT NO: 2017-0037
SALES QUOTATION & ORDER FORM

DOCKS - PIERS
GANGWAYS
BRIDGES &
Rail

PAGE: Page 2 of 2
QUOTE NUMBER: 88261
QUOTE DATE: 1/31/2017
PO# OR JOB NAME:
CUSTOMER: City of Franklin TN (Parks D

TERMS and CONDITIONS of SALE

Product Design: Seller is responsible for designing the product in accordance with the specifications provided by the Buyer. Seller does not perform project site inspection and testing to determine product selection or criteria and therefore does not assume any Fit for Use responsibilities belonging to buyer's engineers and managers.

1. Quoted Prices: are valid for 30 Days unless specifically extended in writing by Seller.

2. Change Requests: must be in writing and acknowledged by the Seller. Additional charges may apply.

3. Drawings: Product design drawings will be provided for final customer approval. Customer signature is required in order to begin fabrication. Changes by Buyer requiring additional charges will require approval before proceeding to fabrication.

4. Sales Taxes: for States other than AL, CA, FL, GA, KY, LA, MD, MI, NC, NJ, NY, OH, TN, TX, VA, WA are the Buyer's sole responsibility to file and pay to appropriate agencies.

5. Tax Exempt Projects: An EXEMPTION CERTIFICATE is required at the time of order.

6. Shipping Charges: Seller will select method of shipment and routing unless specified by Buyer. Freight charges quoted are exclusive of any special access fees or costs or any unloading costs unless specifically noted on the quotation. Buyer will be billed for any additional charges.

7. Freight Claims: Buyer is responsible for the unloading and inspecting all products and materials upon arrival. A driver signature evidencing damages or shortage is required to file a claim with carrier.

8. Credit Card Payments: A 3% fee will be added when payment is made by credit card

9. Late Payment Charges: Late payments are subject to a 1.5% per month delinquency charge.

10. Purchase Orders: Any Buyer Terms or Conditions must be submitted for Seller approval.

11. Cancelled Orders: Cancellation Charges will be based on all costs incurred by Seller.

13. Storage Charges: Charges will apply on Orders held up by the customer from shipment.

14. Applicable Law: This transaction shall be governed by the laws of the State of Georgia, Tennessee, without giving effect to any state's choice of law rules. The choice of forum and venue shall be solely in the Courts of Williamson County, Tennessee.

Deposits / Progress Payments for GatorDock and GatorBridge custom fabricated structures

20% Deposit Required to begin design process.

40% Progress Payment Required to commence fabrication

40% Prior to shipment (unless credit has been approved prior to order placement)

CMI is not responsible for site preparation, the foundation nor the installation of the bridge and therefore cannot make recommendations, nor engineer or design any connection apparatus or system.

All Terms, Conditions and Information contained in Proposals and Submittal Packages and on Drawings are hereby incorporated as an integral part of this quotation

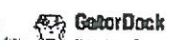
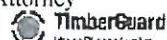
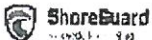
Acceptance: I agree to the above terms and conditions of this contract and the prices stated herein.

Eric S. Stuckey
Eric S. Stuckey, City Administrator
City of Franklin

3-6-2017
Date

Matthew S. Elkins
Crane Materials International
MATTHEW S. ELKINS, CONTROLLER
Printed Name, Title

Approved as to Form by: Bethany Heuer
Bethany Heuer, Staff Attorney



COF Contract No. 2017-0037Addendum

1. Assignment Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. Notices. Any notice provided pursuant to this Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, upon receipt thereof; (b) if mailed, three (3) days after deposit in the mail of the country where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, upon such delivery; or (d) if by facsimile transmission or electronic mail, upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or such other address as either party may in the future specify in writing to the other).

Crane Materials International
1165 Northchase Pkwy SE Suite 300
Marietta, Georgia USA 30067-6422

City of Franklin Parks Department
Suzanne Carter
405 Murfreesboro Road
Franklin, TN 37064
3. Indemnification. **Crane Materials International (CMI)** agrees to indemnify, defend, and hold the City of Franklin, Tennessee, its officers employees, agents, directors, and officials, harmless from and against legal liability for all judgments, losses, damages or expenses to the extent such judgments, losses, damages or expenses are caused by CMI'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 CMI and the City of Franklin, they shall be borne by each party in proportion to its own negligence.
4. Waiver. Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.
5. Severability. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

COF Contract No. 2017-0037

6. Entire Agreement. This Agreement constitutes the entire agreement between **Crane Materials International (CMI)** and the City of Franklin Parks Department and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party.
7. Survival. These Terms and Conditions, and all provisions of this Agreement relating to the parties' obligations, rights and duties will survive the termination of this Agreement.
8. Applicable Law; Choice of Forum/Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice of law rules. The choice of forum and venue shall be solely in the Courts of Williamson County, TN.

By signing this Agreement, both parties have read and fully agree to adhere to the terms and conditions stated above.

Eric S. Stuckey
Eric S. Stuckey, City Administrator
City of Franklin

3-6-2017
Date

Approved as to Form by:

Bethany Heuer
Bethany Heuer, Staff Attorney

Matthew S. Elkins
Crane Materials International (CMI) /s/

2/27/17
Date

MATTHEW S. ELKINS, CONTROLLER
Printed Name, Title

**CITY OF FRANKLIN POLICE DEPARTMENT
STATEMENT OF WORK
BWC MARK3 TRIAL
COF Contract No. 2017-0140**

June 1, 2017

This Statement of Work ("SOW") is entered by and between Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America (hereinafter referred to as "Panasonic"), and City of Franklin Tennessee Police Department (hereinafter referred to as "FPD", "Customer", or "Client"). Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the Agreement.

This Statement of Work provides the understanding of the objectives, approach, and schedule of deliverables. This SOW can be modified as per the Change Control section of this SOW.

Background

Panasonic Solutions Consulting Services are designed to streamline Arbitrator and Toughbook deployments for your organization. With this statement of work, you will receive complete configuration and integration of the Arbitrator system. Our expert team works with you from start to finish developing a custom business plan that assures your Arbitrator deployment not only achieves all your objectives, but future-proofs your initiatives by providing upgrade options and system modification programs.

We guarantee every facet of deployment, including discovery, design, build, testing and implementation phases. Panasonic provides you with expert consulting services using the best practices and techniques of leading organizations such as Microsoft and PMI.

Your Panasonic team will follow your deployment through every phase of the information technology lifecycle, assuring a well-planned, efficient and thorough product deployment with minimal disruption to your workforce routine, IT and business operations.

With more than 10 years of planning, managing and implementing mobile deployments of over 2 million units, Panasonic IT Consulting Services is uniquely qualified to handle your Panasonic Arbitrator or Toughbook deployment.

No one has the expertise, in-depth domain and product knowledge, and extensive experience we have to assure you a seamless, on-time and on-budget deployment.

Project or Program Objectives

Test BWC Mark3 and related equipment/software for possible purchase in a real-life environment. In order to accomplish this, FPD will receive ___ BWC Mark3 units and related accessories as well as equipment to allow optimal integration for ___ Arbitrator-equipped vehicle.

The duration of this trial shall be 30 days from completion of implementation/training.

Definitions

Term	Definition
VPU	Video Processing Unit- The recording device in vehicle or interview room
BWC	Body Worn Camera- Recording device worn by officers
BES	Back End Server- This software organizes and stores video evidence
BEC	Back End Client- Software used to query Arbitrator database, view evidence, and add associated files
BEA	Back End Administrator- Software used to access and modify the BES.
FE	Front End Client- Software installed on in-vehicle Toughbook. Primary interface to VPU and Arbitrator system.

PSCNA Responsibilities

The following identifies the in-scope and out of scope responsibilities of the Panasonic:

In Scope

- Panasonic or its authorized dealer partner, Insight, will appoint one consultant who will perform all required configuration.
- Panasonic or its authorized dealer partner, Insight, will supply all software and utilities for the Panasonic Arbitrator system.
- Panasonic or its authorized dealer partner, Insight, will provide all required hardware/accessories required to adequately test the functionality of the BWC Mark3.
- Panasonic or its authorized dealer partner, Insight, will train identified personnel regarding UEMS and any changes from Safe-Serve platform.
- Panasonic or its authorized dealer partner, Insight, will train identified personnel regarding use of Web Publishing capabilities.

Out of Scope

- Procurement of server, if needed
- Programming of network switches, routers, firewalls, access points
- Vehicle installation pricing
- Windows installation on Back End Server
- Formal training documentation
- Hardware Complications
 - Any out of box failures cannot be handled on site during the deployment phase of the project. Arrangements will have to be made to ship said unit to Heartland for Advanced Replacement.
- Anything not excluded in this section and not listed in the above "In Scope" is considered out of scope for this SOW.

Description of Services to Perform

Panasonic or its authorized dealer partner, Insight, will perform the following services:

- Pre-deployment remote meeting to discuss deployment checklist and rollout schedule
- Update existing Safe-Serve to new UEMS 1.2 platform or provide stand-alone server (PC) for this test
- Classroom based end user training for relevant FPD personnel, if applicable
- Classroom based system administrator training for relevant FPD personnel

Deliverables

All deliverables will be accepted in accordance with the Approval/Acceptance Process Section of this SOW.

Deliverable	Acceptance Criteria
UEMS Server /Laptop Installation and Configuration	Panasonic installs new BES software on customer provided server hardware (or stand-alone laptop server) and configures settings per Client requirements.
Vehicle equipment configuration	Panasonic configures VPU, CTB, Pairing Dock and FE client per Client requirements. Devices pass System acceptance test.
Training	End user(s) and system administrator(s) training delivered. End user training will be classroom based training on Front End Client and Back End Client. System administrator training is functional training on Back End Administrator and system architecture overview. Training will focus on any changes from previous software/operation.

Data/Evidence Ownership

If pilot uses FPD's existing BES server for management and storage, all BWC Mark3 files will remain upon that server until such time that FPD chooses to delete/move.

If a stand-alone "server" is utilized for the pilot, all video data will be stored to a storage device that becomes the product of FPD.

In all cases, any and all data recorded, either audio or video, will be the property of FPD.

Assumptions

- Customer has suitably trained IT staff on hand to perform the functions that are outside of Panasonic responsibility.

Schedule

The work shall commence on agreement acceptance and shall be completed according to a mutually-agreeable schedule, based on hardware and consultant availability. Extensions to this SOW, if required, will be authorized in accordance with the Change Control Procedures.

Architectural Requirements

- Previously provided to FPD

Customer Responsibilities

Customer Responsibilities are:

- An IT staff member designated to work with Panasonic for all aspects of this project and who is authorized to make decisions on behalf of Customer for work performed under this Agreement
- All prerequisite information outlined in the project plan prior to the onsite engagement. Due to the short time frame of an engagement, all information will have to be submitted prior to the Panasonic Consultant arriving onsite.
- The Client will provide network connectivity to the Back End Servers, on both internal (LAN) and external

(Internet) networks for the purposes of providing on-demand support via industry-standard tools. Such tools include TeamViewer, GoToAssist, and Remote Desktop.

Work Environment:

- A conference room (or training room) with PC projector and projector screen, so that others can review and follow the work being shown.

Project Management:

Customer shall assign a Project Manager to:

- Act as the single point of contact for this project and coordinate all project resources.
- Execute a formal project kickoff meeting.
- Create and maintain a detailed project plan.
- Maintain project communications, including but not limited to a weekly project status meeting and submission of a weekly status report, a monthly project steering committee meeting and submission of a steering committee status report

Governance

Project Change Control

The following procedure will be followed if changes to the project are requested, including scope and schedule changes:

1. Document the request.
2. Customer Project Manager ("PM") and Panasonic PM to review all requests.
3. PMs to determine if they accept the change or not.
4. If a change is mutually agreed to by the parties, Customer and Panasonic to review the SOW to determine if an SOW change documented in a Project Change Request ("PCR") Form is required.
 - If no change to the SOW is required, work may commence.
 - If a change to the SOW is required, reference the Agreement for the contractual Change Control Procedures.

NOTE: For any change that requires a change to the SOW:

- Work shall not be performed prior to the SOW PCR Form being fully executed.
- If work has been performed prior to the SOW change, Customer is financially responsible for the cost of work incurred prior to the execution of the SOW amendment.

Project Issues Management and Escalations

Any conflicts or issues related to the parties' performance under this SOW will be addressed in accordance with the Issues Management and Escalation section of the Agreement.

The following procedure is to be followed when reporting project issues:

1. Issue is documented and assigned an owner.
2. Owner provides an estimate to complete date.
3. If issue cannot be resolved by given date, the issue is escalated to the Project Manager.
4. If the Project Manager cannot resolve the issue within five (5) working days after being escalated, the issue will be escalated up to the next level of management.
5. For issues that cannot be resolved at the next level of management, the Issues Management and Escalation section of the Agreement will apply.

During any conflict or issue resolution, Panasonic agrees to provide services related to items not in dispute, to the extent practicable pending resolution of the conflict.

Approval/Acceptance of Project Deliverables

The following procedure will be followed for approval and acceptance of Project Deliverables:

- Deliverables provided by Primary Contact to Customer Project Manager
- Customer Project Manager to approve or reject the Deliverable within 5 business days or upon receipt
- In the event the Customer Project Manager:
 - Does not provide response within timeframe noted above, the Deliverable will be considered accepted.
 - Does not approve the Deliverable Customer Project Manager must provide reason Deliverable is being rejected.
 - And Primary Contact are unable to agree to updates requested, the Issues Management and Escalation section of this SOW shall apply.

Reporting Requirements

No ongoing reporting requirements exist for this project.

Sign-Off Responsibilities

Sign off will be based on the Acceptance Test Plan and full system sign-off by Customer.

Quality Control Assurance

Quality of Deliverables provided under this SOW will be validated and /or monitored as follows:

- Configuration acceptance testing- Panasonic will review configuration with Client to ensure proper system setup per requirements.
- Offload verification- Panasonic will verify video offload from body worn cameras to central server.
- Communication verification- Panasonic will verify all necessary ports are open for over-the-air firmware updates, configuration changes, and administrative tasks.
- Back End Client functionality- Panasonic will test Back End Client software to ensure proper search functionality and communication with Back End Server.

Special Conditions

The following special conditions apply to this SOW:

- No special conditions exist.

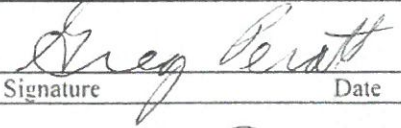
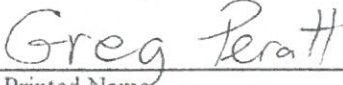
Pricing

There will be no charge to FPD for this proposed trial project.

Disclaimer

This SOW will in no event create or imply any obligations with respect to work activities or Services that are not specified in this SOW. Any additional Services or assistance requested by the Customer or its subsidiaries must be contracted for separately or amended accordingly and billed at current prevailing rates at the time of occurrence.

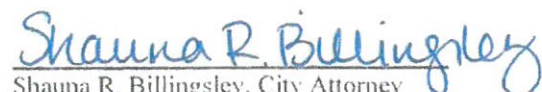
In Witness Whereof, the parties have executed this Statement of Work as of the last date set forth below:

Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America	OSHP
 7-25-17	
Signature Date	Signature Date
	
Printed Name	Printed Name
Two Riverfront Plaza	
Newark, NJ 07102-5490	

City of Franklin:


Eric S. Stuckey, City Administrator

Approved as to form:


Shauna R. Billingsley, City Attorney