



City of Franklin

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

Meeting Agenda Board of Mayor & Aldermen

Tuesday, March 12, 2019

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. [19-0229](#) Consideration of Approval of Minutes:
February 26, 2019 5:00 p.m. Work Session
February 26, 2019 7:00 p.m. Board of Mayor and Aldermen

Attachments: [02-26-2019 BOMA SPECIAL MEETING MINUTES \(1\).pdf](#)
[02-26-2019 BOMA WORK SESSION MINUTES \(2\).pdf](#)

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 19 - 26 Be Placed On The Consent Agenda.

2. [19-0232](#) Consideration of items 19 - 26 on the Consent Agenda

OLD BUSINESS

3. [18-0891](#) Consideration of Ordinance 2018-46 As Amended, "An Ordinance To Amend The Franklin Municipal Code, Appendix A-Comprehensive Fees And Penalties, Chapter 14, Relating To Zoning And Land Use Application Fees For The Planning Review Process." (1/24/19 FMPC 7-0; 02/12/19 BOMA 1st Reading 8-0; 3/12/19 2ND BOMA Reading 7-0) THIRD AND FINAL READING

Sponsors: Planning and Sustainability Dept and Emily Hunter

Attachments: [ORD 2018-46 AMENDED Review Fees.Law Approved 4](#)
[2018-46 Exhibit 1 Fee Comparison](#)
[2018-46 Exhibit 2 Proposed vs Existing Examples](#)
[2018-46 Exhibit 3 - 9.11.2018](#)
[Exhibit 3 from 2010 Fee Change](#)
[Sept FMPC ORD 2018-46 Review Fees.Law Approved](#)
[ORD 2018-46 Review Fees.Law Approved 3](#)

Legislative History

9/27/18	Franklin Municipal Planning Commission	referred to the Franklin Municipal Planning Commission
1/24/19	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
2/12/19	Work Session	acknowledged
2/12/19	Board of Mayor & Aldermen	referred as a Public Hearing Item to the Board of Mayor & Aldermen

4. [18-1049](#) PUBLIC HEARING: Consideration of Resolution 2018-91, A Resolution Initiating The Annexation Process And Draft Plan Of Services For The Ingraham Property Located At 4099 And 4101 Clovercroft Road. (12/11/18 WS)

Sponsors: Emily Hunter, Amy Diaz-Barriga and Christopher Andrews

Attachments: [2018-91 RES Annexation Clovercroft Rd with Exhibits.Law Approved](#)
[MAP - RES 2018-91 - Plan of Service - Ingraham Annexation](#)
[MAP_ENVISIONFRANKLIN](#)
[Annexation Request - 2018.8.31 Ingraham Annexation Request](#)
[JCW Presentation - 2018.9.26 Ingraham Workshop Presentation](#)
[Ingraham Conceptual Plan](#)

Legislative History

12/11/18	Work Session	referred as a Public Hearing Item to the Board of Mayor & Aldermen
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5. [18-1258](#) PUBLIC HEARING: Consideration Of Resolution 2018-105 - A Resolution Approving A Revised Development Plan For Avalon Square PUD Subdivision With 7 Modifications Of Development Standards (MOS 1-6: Retaining Wall Height; MOS 7: Retaining Wall Material), For The Property At The Intersection Of Cool Springs Boulevard And East McEwen Drive". (12/20/18 FMPC 7-1; 1/08/19 WS)

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

Attachments: [MAP_AvalonSquare.pdf](#)

[2018-105 RES Avalon Square with Map Survey and Wall Exhibit.Law Approver](#)

[20171000 2018-12-12 WALL EXHIBIT.pdf](#)

[Conditions of Approval_02.pdf](#)

[FULLPLANSET.pdf](#)

[ARCH_AValon.pdf](#)

Legislative History

12/20/18	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
1/8/19	Work Session	referred as a Public Hearing Item to the Board of Mayor & Aldermen

6. [18-1257](#) Consideration Of Ordinance 2018-61 - An Ordinance To Rezone 58.58 Acres From Specific Development Variety District (2.61, 391,012) To Specific Development Variety District (10.48,420875) For The Property Located At The Intersection Of Cool Springs Boulevard And East McEwen Drive (Avalon Square PUD Subdivision) (12/20/18 FMPC 7-1; 1/08/19 WS; 02/12/19 BOMA 1st Reading 8-0, 3/12/19 2nd BOMA 7-0) THIRD AND FINAL READING

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

Attachments: [18-1257 ORD2018-61 Avalon Square Rev2 with map and survey.Law Approve](#)

Legislative History

12/20/18	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
1/8/19	Work Session	referred to the Board of Mayor & Aldermen
2/12/19	Board of Mayor & Aldermen	referred as a Public Hearing Item to the Board of Mayor & Aldermen

7. [19-0023](#) Consideration of Road Impact Fee Offset Agreement for Avalon Square PUD Subdivision (COF Contract 2019-0003) with Parkes Development Group, LLC. (02/12/19 and 02/26/19 WS)

Sponsors: Paul Holzen

Attachments: [COF 2019-0003 Road Impact Fee Agreement with Avalon Squared, LLC with E](#)

[Exhibit - Improvements Do Not Qualify For Offset](#)

[2019-0212 Response.pdf](#)

Legislative History

2/12/19	Work Session	referred to the Board of Mayor & Aldermen
2/26/19	Work Session	referred to the Board of Mayor & Aldermen

8. [18-1276](#) Consideration of Ordinance 2018-62 - An Ordinance To Rezone 5.35 Acres From Specific Development Residential (SD-R 5.03) District To Neighborhood Commercial (NC) District For The Property Located West Of Carothers Parkway And South Of South Carothers Road, 4309 South Carothers Road (Discovery Center) (1/24/19 FMPC 7-0, 02/12/19 BOMA 1st Reading 8-0, 3/12/19 BOMA 2nd Reading 7-0) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Christopher Andrews

Attachments: [MAP - 6882 - Discovery Center - Rezoning](#)
[ORD 2018-62 - Discovery Center - Rezoning with Exhibit.Law Approved](#)
[Discovery Center Rezoning Request Resubmittal 01.02.2019](#)

Legislative History

1/24/19	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
2/12/19	Work Session	acknowledged
2/12/19	Board of Mayor & Aldermen	referred as a Public Hearing Item to the Board of Mayor & Aldermen

9. [18-1277](#) Consideration of Ordinance 2018-63 - An Ordinance To Rezone 121.54 Acres From Specific Development-Residential (SD-R 5.03) District To Specific Development-Residential (SD-R 5.25) District For The Property Located East Of Carothers Parkway And South Of South Carothers Road (Lockwood Glen PUD Subdivision). (1/24/19 FMPC 7-0; 2/12/19 1st Reading BOMA 8-0, 2ND Reading BOMA 7-0) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Christopher Andrews

Attachments: [MAP - 6883, 6884 - Lockwood Glen Rev 4 Rezoning and DP](#)
[ORD 2018-63 Lockwood Glen Rezoning with DP revision with Map and Survey](#)
[Lockwood Glen PUD Subdivision Rezoning Request Resubmittal 01.03.2019](#)

Legislative History

1/24/19	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
2/12/19	Work Session	acknowledged
2/12/19	Board of Mayor & Aldermen	referred as a Public Hearing Item to the Board of Mayor & Aldermen

10. [18-1278](#) PUBLIC HEARING: Consideration of Resolution 2018-107 - A Resolution Approving A Revised Development Plan For Lockwood Glen PUD Subdivision, For The Property Located East Of Carothers Parkway And South Of South Carothers Road. (1/24/19 FMPC 7-0, 02-12-19 WS)

Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Christopher Andrews

Attachments: [MAP - 6883, 6884 - Lockwood Glen Rev 4 Rezoning and DP](#)
[RES 2018-107 Lockwood Glen Rev 4 with Map and Survey.Law Approved](#)
[COA - 6884 - Conditions of Approval 01](#)
[Lockwood Glen PUD Subdivision Development Plan Revision 4, Resubmittal 01](#)

Legislative History

1/24/19	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
2/12/19	Work Session	referred as a Public Hearing Item to the Board of Mayor & Aldermen

NEW BUSINESS

11. [19-0241](#) *Consideration of An Interlocal Agreement (COF Contract 2019-0078) With Williamson County And The City Of Brentwood For Mutual Aid Related To Vehicle Burglaries.

Attachments: [082019-0078 Interlocal Agreement](#)

12. [19-0177](#) Consideration of Resolution 2019-12, An Initial Resolution Authorizing The City To Issue General Obligation Bonds In An Amount Not To Exceed \$34,500,000. (2/14/19 FINANCE 4-0, 02/26/19 WS)

Sponsors: Kristine Brock

Attachments: [2019-12 Resolution Franklin 2019 GO PI I Intial Resolution Law Approved](#)
[2019-12 RES Assistant City Recorder affidavit 03.12.19 Law Approved](#)
[affidavit 3-12-19 boma.pdf](#)
[affidavit RES 2019-12.pdf](#)

Legislative History

2/14/19	Budget & Finance Committee	referred to the Work Session
2/26/19	Work Session	referred to the Board of Mayor & Aldermen

13. [19-0179](#) Consideration of Resolution 2019-13, a Resolution to Issue General Obligation Improvement and Refunding Bonds in an Amount Not To Exceed \$61,500,000. (2/14/19 FINANCE 4-0; 02/26/19 WS)
- Sponsors:** Kristine Brock
- Attachments:** [Summary of Series 2019 GO New Money and Refunding Bonds_revised Feb 18](#)
[19-0179 Comptroller's Approval of Plan of Refunding for 2019B Refunding Bonds](#)
[Summary of 2017 and 2019 GO Bond Projects Feb 8 2019](#)
[Summary of 2019 General Obligation Bonds Feb 8 2019](#)
[2019-13 RES Franklin GO PI with Exhibits A B C and D.Law Approved](#)
[affidavit 3-12-19 boma.pdf](#)
[affidavit RES 2019-12.pdf](#)
- Legislative History**
- | | | |
|---------|----------------------------|---|
| 2/14/19 | Budget & Finance Committee | referred to the Work Session |
| 2/26/19 | Work Session | referred to the Board of Mayor & Aldermen |
14. [19-0161](#) Consideration of An Interlocal Agreement (COF Contract No. 2019-0050) With Williamson County, The City Of Franklin, And The Franklin Special School District To Redistribute A Portion Of The Half Of The One-Half Percent Sales And Use Tax Increase That Is Not Allocated For Schools. (02/26/19 WS)
- Sponsors:** Eric Stuckey
- Attachments:** [FSSD-Williamson-COF Funding Agreement - 2-2019.pdf](#)
[RESOLUTION 2018-97.pdf](#)
- Legislative History**
- | | | |
|---------|--------------|---|
| 2/26/19 | Work Session | referred to the Board of Mayor & Aldermen |
|---------|--------------|---|
15. [19-0192](#) Consideration of a Professional Services Agreement (COF Contract No. 2019-0062) with CIVIL-LINK, LLC for the Pavement Preservation Program, Plan Development and Management, in an Amount Not-to-Exceed \$96,000.00 (Deferred from 2/28/19 CIC due to Lack of Quorum).
- Sponsors:** Mark Hilty and Jonathan Marston
- Attachments:** [C2019-0062_PSA_CivilLink_PavementPreservationPlan_with Exhibit A.Law Ap](#)
- Legislative History**
- | | | |
|---------|------------------------------|---|
| 2/28/19 | Capital Investment Committee | referred to the Board of Mayor & Aldermen |
|---------|------------------------------|---|

16. [19-0221](#) Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2017-0171) with Volkert, Inc. for the Final Design of Franklin ITS Extension Project (TDOT PIN 116144.00) for an Increased Lump Sum Cost of \$13,250.00 (Deferred from 2/28/19 CIC Due to Lack of Quorum).

Sponsors: Engineering

Attachments: [2017-0171 Amend1 Volkert ITSx with Exhibit.Law Approved.pdf](#)

Legislative History

2/28/19	Capital Investment Committee	referred to the Board of Mayor & Aldermen
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17. [19-0226](#) *Consideration of Resolution 2019-17, A Resolution Awarding the Construction Contract (COF Contract No. 2018-0252) for the Jim Warren City Park Tennis Court Repair Project to Tennessee Valley Paving Co. Inc. in the Amount of \$779,321.00.

Sponsors: Lisa Clayton and Paul Holzen

Attachments: [2019-17 RES Tn Valley Paving Jim Warren tennis court repair.Law Approved.p](#)

18. [19-0206](#) Consideration of Liquor License for Cool Springs Wine and Spirits, (Owners Bret Moore, Winston C. (Del) Hickman, Dean Taylor, and Joe Goodman, Managing Agent) 1935 Mallory Lane, Franklin, TN, 37067. (02/26/19 WS)

Sponsors: Lanaii Benne

Attachments: [2019 Certificate Joe Goodman.pdf](#)

Legislative History

2/26/19	Work Session	referred to the Board of Mayor & Aldermen
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All Other Consent Items

19. [18-0809](#) Consideration Of Ordinance 2018-43: "An Ordinance To Rezone 22.07 Acres From The Detached Residential 1 District (R-1) To The Specific Development - Residential (SD-R 2.04) District For The Property Located North Of South Carothers Road And East Of Carothers Parkway, 4338 And 4340 South Carothers Road (Carothers Chase)." (11/15/18 FMPC 7-0, 11/27/18 WS & BOMA 1st Reading 8-0; 1/08/19 BOMA 7-0, deferred Third Reading to 2/12/19 BOMA Old Business; 02/12/19 BOMA Referred this item to 2/28/19 FMPC 8-0; 02/28/19 FMPC 7-2; 03/12/19 WS & 1st BOMA Reading 7-0; 04/09/19 2nd BOMA Reading & Public Hearing 5-3) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Christopher Andrews

Attachments: [MAP - 6772 - 6773 - Carothers Chase PUD Development Plan](#)
[ORD 2018-43 -Carothers Chase Rezoning_with Map and Survey.Law Approver](#)
[Carothers Chase - Survey](#)
[Public Notice Affidavit \(10-30-18\)](#)
[Alicia Claxton - Falcon Creek Resident - Letter](#)
[Carothers Chase Letter](#)
[Resident Letter - JoAnn Verbanic and Joseph Patrick](#)
[Resident Letter - Orlowski - Opposed](#)
[Resident Letter - Gomoljak](#)
[Resident Letter - Cobb](#)
[Carothers Chase - Development Plan \(3-29-19\)](#)

Legislative History

10/25/18	Franklin Municipal Planning Commission	referred to the Franklin Municipal Planning Commission
11/15/18	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
11/27/18	Work Session	acknowledged
11/27/18	Board of Mayor & Aldermen	referred as a Public Hearing Item to the Board of Mayor & Aldermen
1/8/19	Board of Mayor & Aldermen	referred to the Board of Mayor & Aldermen
2/12/19	Board of Mayor & Aldermen	referred to the Franklin Municipal Planning Commission
2/28/19	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session

20. [18-0860](#) Consideration of Ordinance 2018-32, an Ordinance to Amend Title 16, Chapter 10, Section 16-1004 Relative to the Use of City Police Officers Required Under an Approved Traffic Control Plan. (Deferred from 12/11/18 and 1/08/19 WS; 1/22/19 WS, 02/12/19 BOMA 8-0) SECOND AND FINAL READING
- Sponsors:** Eric Stuckey, Vernon Gerth and Shauna Billingsley
- Attachments:** [2018-32 ORD amend Title 16 Ch 10 re to the use of police for traffic.Law Appro](#)
- Legislative History**
- | | | |
|----------|---------------------------|--|
| 12/11/18 | Work Session | referred to the Work Session |
| 1/8/19 | Work Session | referred to the Work Session |
| 1/22/19 | Work Session | referred as a Consent Item to the Board of Mayor & Aldermen |
| 2/12/19 | Board of Mayor & Aldermen | referred as a Public Hearing Item to the Board of Mayor & Aldermen |
21. [18-1100](#) Consideration Of Ordinance 2018-56 - An Ordinance To Rezone 43.97 Acres From Agricultural (AG) District To Specific Development - Residential (SD-R 3.00) District For The Property Located North Of Del Rio Pike And West Of Reese Drive, 2970 Del Rio Pike (The Fields At Reese Farm PUD Subdivision). (12/20/18 FMPC 8-0, 01/08/19 BOMA 1st Reading 7-0, 02/26/19 BOMA 2nd Reading 8-0) THIRD AND FINAL READING
- Sponsors:** Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Christopher Andrews
- Attachments:** [MAP - 6835 - The Fields At Reese Farm PUD - Rezoning and Development Pla](#)
[ORD 2018-56_6835_The Fields At Reese Farm PUD_12-7-2018_with Exhibits.](#)
[6835 - The Fields at Reese Farm - Rezoning Request 12.06.2018](#)
- Legislative History**
- | | | |
|----------|--|--|
| 12/20/18 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
| 1/8/19 | Work Session | referred as a Public Hearing Item to the Board of Mayor & Aldermen |
| 1/8/19 | Board of Mayor & Aldermen | referred as a Public Hearing Item to the Board of Mayor & Aldermen |
| 2/26/19 | Board of Mayor & Aldermen | referred as a Consent Item to the Board of Mayor & Aldermen |
22. [19-0185](#) Consideration of Ordinance 2019-01, an Ordinance to Amend Title 17 - Municipal Solid Waste Disposal, for the Purpose of Providing Adequate Time for Transfer Station Customers to Pay Bills Before Due Date (02/26/19 WS, 03/12/19 BOMA 1st Reading 7-0) SECOND AND FINAL READING
- Sponsors:** Jack Tucker and Mark Hilty
- Attachments:** [2019-01_ORD_TITLE 17 MSW Billing Due Date.Law Approved](#)
- Legislative History**

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- | | | | |
|--|---------|--------------|---|
| | 2/26/19 | Work Session | referred as a Consent Item to the Board of Mayor & Aldermen |
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23. [19-0193](#) Consideration Of Resolution 2019-19, A Resolution to Deny the Request To Waive Title 18 For 107 Chester Stevens Court (Map 079M Parcel 00400); 111 Chester Stevens Court (Map 079M Parcel 00500); and 115 Chester Stevens Court Map (079M Parcel 00600) for the Associated Impact Fees Related to Sewer Connections. (02/26/19 WS)
- Sponsors:** Michelle Hatcher
- Attachments:** [19-0193 RES 2019-19 Deny Waiving of Impact Fees.Law Approved.pdf](#)
[Chester Stevens Court City Sewer](#)
[Chester Stevens Ct Sewer Ext - Approved Sewer Availability Letter](#)
- Legislative History**
- | | | | |
|--|---------|--------------|---|
| | 2/26/19 | Work Session | referred to the Board of Mayor & Aldermen |
|--|---------|--------------|---|
24. [19-0182](#) Consideration of Event Permit for the Great Americana BBQ Festival sponsored by the Franklin Noon Rotary Club on August 23-24, 2019 (02/26/19 WS)
- Sponsors:** Lisa Clayton
- Attachments:** [BBQ Fest 2019 REVISED APP.pdf](#)
- Legislative History**
- | | | | |
|--|---------|--------------|---|
| | 2/26/19 | Work Session | referred as a Consent Item to the Board of Mayor & Aldermen |
|--|---------|--------------|---|
25. [19-0183](#) Consideration of Event Permit for Eat the Street in Downtown Franklin on May 3, 2019 (02/26/19 WS)
- Sponsors:** Deb Faulkner
- Attachments:** [Eat the Street 2019 REVISED APP.pdf](#)
- Legislative History**
- | | | | |
|--|---------|--------------|---|
| | 2/26/19 | Work Session | referred as a Consent Item to the Board of Mayor & Aldermen |
|--|---------|--------------|---|
26. [19-0184](#) Consideration of Event Permit for Westhaven 5K Memory Run benefitting the Alzheimer's Association in Westhaven on May 4, 2019. (02/26/19 WS)
- Sponsors:** Deb Faulkner
- Attachments:** [Westhaven 5K 2019 REVISED APP.pdf](#)
- Legislative History**
- | | | | |
|--|---------|--------------|---|
| | 2/26/19 | Work Session | referred as a Consent Item to the Board of Mayor & Aldermen |
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RECEIPT OF REPORTS AND ITEMS APPROVED ON BEHALF OF THE BOARD

27. [19-0121](#) Professional Services Agreement (COF Contract No. 2019-0039) with R. Rhett Turner, MAI for Appraisal Services for the Franklin Road Corridor Improvements
- Sponsors:** Paul Holzen
- Attachments:** [19-0121 2019-0039 PSA_Rhett Turner Appraisal Franklin Road Streetscape](#)
28. [19-0127](#) Professional Services Agreement (COF Contract No. 2019-0041) with Jackson Thornton for Consulting Services for the Evaluation of Impact Fees and a Sewer Basin Capacity Fee Initiative with the Water Management Department
- Sponsors:** Michelle Hatcher
- Attachments:** [Jackson Thornton PSA, Contract #2019-0041](#)
[2019-0041 PSA - Jackson Thornton_with Attachment A.Law Approved](#)
29. [19-0131](#) Professional Services Agreement (COF Contract No. 2019-0044) with Boozer and Company, PC for Appraisal Services for the Franklin Road Corridor Improvements
- Sponsors:** Paul Holzen
- Attachments:** [19-0131 2019-0044 Boozer & Co Franklin Rd Streetscape appraisal](#)
30. [19-0213](#) Sole-source purchase from Wavetronix of Provo, Utah of traffic signal vehicle detection equipment for resurfacing of intersection of Mallory Lane and Cool Springs Boulevard in the total amount of \$31,668.04 for the Streets Department (included in \$4.1 million for major road resurfacing to be financed by \$23.12 million general obligation public improvement bonds, series 2017) Deferred from 3/12/19 BOMA
- Sponsors:** Joe York
31. [19-0137](#) City of Franklin Contract No. 2019-0048 An Agreement Between the City of Franklin and Robert Jeffrey Fulmer and Sonja Ann Fulmer relating to the Property located at 999 Scramblers Knob (Tax Map 052 Parcel 039.00) Recorded In Deed Book 6793 Page 643 In Williamson County TN.
- Sponsors:** Michelle Hatcher
- Attachments:** [Annexation Agreement 2019-0048](#)
32. [19-0139](#) City of Franklin Contract No. 2019-0049, An Agreement With Robert Jeffrey Fulmer and Sonja Ann Fulmer (Tax Map 052 Parcel 03900) Recorded In Deed Book 6793 Page 643 In Williamson County TN. Deferred from 3/12/19 BOMA .
- Sponsors:** Michelle Hatcher
- Attachments:** [Agreement 2019-0049](#)

33. [19-0152](#) City of Franklin Contract No. 2019-0051, An Agreement Between The City of Franklin and James Jason McConnell and Francesca French McConnell, related to Property located at 1205 Scramblers Knob, Deerfield Section 2 Lot 29 (Map 52 Parcel 49).

Sponsors: Michelle Hatcher

Attachments: [Agreement 2019-0051](#)

34. [19-0098](#) COF Contract 2019-0030 with Michigan Public Health Institute for the Sound Off with the Home Fire Safety Patrol Grant from the U.S. Department of Homeland Security / FEMA, August 22, 2018 - August 21, 2019.

Sponsors: Rocky Garzarek

Attachments: [2019-0030 Michigan Public Health Institute Sound Off grant](#)

EXECUTIVE SESSION

35. [19-0235](#) Motion to move into Executive Session

RETURN FROM EXECUTIVE SESSION

36. [19-0238](#) Actions from Executive Session

Scheduled Meetings and Events

Scheduled Meetings:

March 14	8:00 a.m.	Civil War Historical Commission
March 18	4:00 p.m.	Historic Zoning Design Review Committee
March 21	3:30 p.m.	Franklin Transit Authority
March 25	1:00 p.m.	Budget & Finance Committee
March 26	5:00 p.m.	BOMA Work Session
March 26	7:00 p.m.	Board of Mayor and Aldermen

Other Business

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, FEBRUARY 26, 2019 – 7:00 P.M.**

Board Members

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

Department Directors/Staff

Eric Stuckey, City Administrator	P	Jack Tucker, SES Director	
Vernon Gerth, Assistant City Administrator	P	Lisa Clayton, Parks Director	P
Mark Hilty, ACA Public Works	P	Michelle Hatcher, Water Management Director	
Kristine Tallent, ACA/CFO	P	Paul Holzen, Engineering Director	P
Shauna Billingsley, City Attorney	P	Emily Hunter, Planning & Sustainability Director	P
Deb Faulkner, Police Chief		Kevin Townsel, Human Resources Director	P
Rocky Garzarek, Fire Chief	P	Joe York, Streets Director	P
Jordon Shaw, IT Director		Lanaii Benne, Assistant City Recorder	P
Tom Marsh, BNS Interim Director	P	Linda Fulwider, Board Recording Secretary	P

CALL TO ORDER

Mayor Ken Moore called the February 26, 2019, meeting to order at 7:30 p.m.

INVOCATION

Pastor Garrett Howard gave the invocation.

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 FROM WILLIAMSON COUNTY MAYOR AND WILLIAMSON COUNTY COMMISSION

Representatives were not present

APPROVAL OF MINUTES

1. 19-0208 Alderman Blanton moved to approve the February 12, 2019 Work Session and February 12, 2019 Board of Mayor and Aldermen minutes as presented. Seconded by Alderman Bransford. Motion carried unanimously.

RECOGNITIONS

None

MISCELLANEOUS REPORTS

Eric Stuckey announced a Special BOMA Work Session to discuss capital projects is scheduled on Tuesday, March 5, 2019 at 3:00 p.m.

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 16-23 be placed on the Consent Agenda.

2. 19-0209 **Consideration of Items 16-23 on the Consent Agenda**
Vice Mayor Barnhill moved to approve Consent Agenda Items 16-23. Seconded by Alderman Martin. Motion carried unanimously.

OLD BUSINESS

3. 18-1099 **PUBLIC HEARING: Consideration of RESOLUTION 2018-96 – A Resolution Approving a Development Plan for The Fields at Reese Farm PUD Subdivision for the Property Located North of Del Rio Pike and West of Reese Drive, 2970 Del Rio Pike.**

**Alderman Ann Petersen, FMPC Representative
Emily Hunter, Planning/Sustainability Director
Amy Diaz-Barriga, Planning Supervisor
Christopher Andrews, Principal Planner**

Chris Andrews: 43.97 acres, 64 single-family lots, 68 townhouses and 3 open space lots within the Conservation Subdivision design concept designated in Envision Franklin. The applicant has proposed lot widths of 40 feet for some lots dispersed within the middle of select blocks. Single family lots with widths of 40 feet are narrower than those supported by the Conservation Subdivision design concept, therefore, staff must recommend disapproval due to this inconsistency with Envision Franklin.

Public Hearing:

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

Vice Mayor Barnhill moved to approve Resolution 2018-96. Seconded by Alderman Blanton.

Discussion:

- ♦ The Planning Commission voted 6-2 to support the Development Plan despite staff recommendation for disapproval.
- ♦ 24 40' lots within the interior were cited. These lots are not for affordable housing.

Motion to approve Resolution 2018-96 carried by a vote of 6-2 with Aldermen Martin and Petersen voting no.

4. 18-1100 **PUBLIC HEARING: Consideration of ORDINANCE 2018-56 – An Ordinance to Rezone 43.97 Acres From Agricultural (AG) District To Specific Development-Residential (SD-R 3.00) District for the Property Located North of Del Rio Pike and West of Reese Drive, 2970 Del Rio Pike (The Fields at Reese Farm PUD Subdivision).**

**Alderman Ann Petersen, FMPC Representative
Emily Hunter, Planning/Sustainability Director
Amy Diaz-Barriga, Planning Supervisor
Christopher Andrews, Principal Planner**

[SECOND OF THREE READINGS]

Chris Andrews: Staff recommends approval.

Public Hearing:

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

Vice Mayor Barnhill moved to approve Ordinance 2018-56. Seconded by Alderman Bransford. Motion carried unanimously on Second of Three Readings.

5. 19-0125 **★Consideration of COF Contract 2019-0007, Parkland Impact Fee and Greenway Trail System Construction Agreement Between the City of Franklin and Clayton Properties Group, Inc. for the Property Known as The Fields at Reese Farms.**

Lisa Clayton, Parks Director

Alderman McLendon moved to approve COF Contract 2019-0007 with an amendment to modify the agreement subject to final review by staff, to reflect that the trail will be done as right-of-way rather than an easement, so the City will own the land. The letter from Daniel Stumpf, Division President, Goodall Homes, will be filed with the contract. Seconded by Alderman Blanton. Motion carried unanimously.

6. 19-0099 **★Road Impact Fee Agreement with Clayton Properties Group, Inc., a Tennessee Corporation (COF 2019-0031) for the Reese Farm PUD Subdivision.**

Paul Holzen, Engineering Director

Vice Mayor Barnhill moved to approve COF 2019-0031. Seconded by Alderman McLendon. Motion carried unanimously.

NEW BUSINESS

7. 19-0040 **Consideration of RESOLUTION 2019-15, A Resolution to Approve the Placement of Markers and a Statue Relative to The Fuller Story Initiative.**

Eric Stuckey, City Administrator

Alderman Blanton moved to approve Resolution 2019-15. Seconded by Alderman Bransford. Motion carried unanimously.

A short discussion ensued.

8. 19-0140 **★Consideration of a Professional Services Agreement (COF Contract 2019-0047) with C&T Engineering and Inspection, LLC, for Construction Administration Services for the East McEwen Drive Roundabout Improvements in an Amount Not-to-Exceed \$94,880.00.**

Paul Holzen, Engineering Director

Vice Mayor Barnhill moved to approve COF Contract 2019-0047. Seconded by Alderman McLendon. Motion carried unanimously.

9. 19-0162 **Consideration of Reappointment of Mr. David McDaniel to the Pension Committee.**

Dr. Ken Moore, Mayor

Vice Mayor Barnhill moved to approve reappointment of David McDaniel to the Pension Committee. Seconded by Alderman Speedy. Motion carried unanimously.

10. 19-0163 **Consideration of Reappointment of Ron Crutcher and Jeffrey Caruth to the Housing Commission.**

Dr. Ken Moore, Mayor

Alderman Bransford moved to approve the reappointment of Ron Crutcher and Jeffrey Caruth to the Housing Commission. Seconded by Alderman Blanton. Motion carried unanimously.

11. 19-0164 **Consideration of Reappointment of Scott Black to the Franklin Housing Authority.**

Dr. Ken Moore, Mayor

Alderman Burger moved to approve the reappointment of Scott Black to the Franklin Housing Authority. Seconded by Alderman Bransford. Motion carried unanimously.

12. 19-0166 **Consideration of Mayor's Reappointment of Ron Crutcher, Antonio Montiel, Gary Vogrin and Greg Judy to the Building and Street Standards Board of Appeals (BSSBOA).**

Dr. Ken Moore, Mayor

Alderman Burger moved to approve the reappointment of Ron Crutcher, Antonio Montiel, Gary Vogrin and Greg Judy to the Building and Street Standards Board of Appeals. Seconded by Alderman Blanton. Motion carried unanimously.

13. 19-0167 **Consideration of Mayor's Reappointment of David McDaniel to the Industrial Development Board.**

Dr. Ken Moore, Mayor

Vice Mayor Barnhill moved to approve the reappointment of David McDaniel to the Industrial Development Board. Seconded by Alderman Burger. Motion carried unanimously.

14. 19-0170 **Consideration of Reappointment of Joe Walker to the Public Building Authority.**
Dr. Ken Moore, Mayor
Alderman Blanton moved to approve the reappointment of Joe Walker to the Public Building Authority. Seconded by Alderman Bransford. Motion carried unanimously.
15. 19-0132 **Consideration of Reappointment of Mike Leonard to the Franklin Sustainability Commission.**
Dr. Ken Moore, Mayor
Alderman Burger moved to approve the reappointment of Mike Leonard to the Franklin Sustainability Commission. Seconded by Alderman Blanton. Motion carried unanimously.
- CONSENT AGENDA**
16. 19-0035 **Consideration of RESOLUTION 2019-05, A Resolution Approving the “Midnight Sun” Public Art Installation.**
Monique McCullough, Pubic Outreach Specialist
Resolution 2019-05 approved unanimously.
17. 18-0790 **Consideration of Contract 2018-0170 with Community Housing Partnership (CHP) for Home Rehabilitation Assistance for Low to Moderate Income Residents of the City of Franklin.**
Tom Marsh, Interim Director BNS
Kathleen Sauseda, Housing Development Coordinator
Contract 2018-0170 approved unanimously.
18. 18-1286 **Consideration of Contract 2018-0277, Contract with Franklin Housing Authority (FHA) for the Receipt of Community Development Block Grant Funds from the City of Franklin as Reimbursement for Costs Associated with Construction of Public Facilities for the Chickasaw Senior Development.**
Tom Marsh, Interim Director BNS
Lynn Osland, Development Services Operations Analyst
Contract 2018-0277 approved unanimously.
19. 19-0155 **Consideration of RESOLUTION 2019-11 – A Resolution to Revise the Organizational Chart within the Water Management Department.**
Resolution 2019-11 approved unanimously.
20. 19-0176 **Consideration of RESOLUTION 2019-14, A Resolution to Revise the Organizational Chart Within the Fire Department.**
Resolution 2019-14 approved unanimously.
21. 19-0095 **Consideration of Certificate of Compliance for Wine in Grocery Store for Mapco Store #3340 located at 1100 Hillsboro Road, Franklin, TN 37064 (Managing Agents, Jimmy Jean Philippe and Michelle Plemons; Charles H. Adams [CEO], Jimmy Victory [VP of Accounting and Finance/Treasurer], Keith Slater [VP of Procurement] and Catherine West [Secretary, General Counsel] Executive Officers).**
Lanaii Benne, Assistant City Recorder
Approved unanimously
22. 19-0096 **Consideration of Certificate of Compliance for Wine in Grocery Store for Mapco Store #3378 located at 1501 Murfreesboro Road, Franklin, TN 37064 (Managing Agents, Claudia Pearson and Jennifer Dishman; Charles H. Adams [CEO], Jimmy Victory [VP of Accounting and Finance/Treasurer], Keith Slater [VP of Procurement] and Catherine West [Secretary, General Counsel] Executive Officers).**
Lanaii Benne, Assistant City Recorder
Approved unanimously.
23. 19-0097 **Consideration of Certificate of Compliance for Wine in Grocery Store for Mapco Store #3428 located at 1501 New Highway 96 West, Franklin, TN 37064 (Managing Agents, Stephen Stern and Ashley Williams; Charles H. Adams [CEO], Jimmy Victory [VP of**

Accounting and Finance/Treasurer], Keith Slater [VP of Procurement] and Catherine West [Secretary, General Counsel] Executive Officers).

Lanaii Benne, Assistant City Recorder

Approved unanimously

RECEIPT OF REPORTS AND ITEMS APPROVED ON BEHALF OF THE BOARD

24.	18-1125	Agreement with Infor Public Sector, Inc. for Software as a Service (SaaS) Purchase of Infor Rhythm for Civics Subscription (COF Contract 2018-0256). <i>Acknowledged</i>	Jordon Shaw, IT Director
25.	18-1227	Service Level Agreement for Sole-Source Plan Review Online Portal Hosting Services with idtplans, LLC of Tucson, Arizona in the Estimated Amount of \$22,000 Per Year for a Term of Service of Between Three (3) and Five (5) Years (COF Contract 2018-0250). <i>Acknowledged</i>	Tom Marsh, Interim Director BNS
26.	18-1274	Annual Microsoft Enterprise Agreement (COF Contract 2018-0268) in an Amount of \$311,339.80 for Software Maintenance Renewal of all Microsoft Products. <i>Acknowledged</i>	Jordon Shaw, IT Director
27.	18-1275	Acknowledge Report of Execution of Contract with Microsoft for Microsoft Premier Support Services in the Amount of \$68,680 for the IT Department (COF Contract 2018-0269) <i>Acknowledged</i>	Jordon Shaw, IT Director
28.	19-0039	Procurement Agreement with Franklin Disposal, LLC of Franklin, Tennessee in the Amount of \$3.25 per container per day for the Purchase of Servicing of Public Refuse Collection Containers Located in Downtown Franklin for a Term of Service for the Sanitation and Environmental Services Department (Purchasing Office Procurement Solicitation No. 2018-010; Contract 2017-0331). <i>Acknowledged</i>	Jack Tucker, SES Director
29.	19-0134	Contract 2019-0045 with Comcast Cable Communications Management, LLC, for Internet Services During Construction of the Water Reclamation Facility by Kiewit Infrastructure South Company. <i>Acknowledged</i>	Michelle Hatcher, Water Management Director
30.	19-0115	4th Quarter 2018 Wastewater Collection System Activities Summary <i>Acknowledged</i>	Michelle Hatcher, Water Management Director

EXECUTIVE SESSION DID NOT CONVENE

EXECUTIVE SESSION

31. 19-0045 Consideration of Motion to Enter Executive Session for Purpose of Reviewing Various Matter of Pending Litigation.
Shauna Billingsley, City Attorney

RETURN FROM EXECUTIVE SESSION

32. 19-0046 Consideration of Matters from Executive Session
Dr. Ken Moore, Mayor

ADJOURN

Vice Mayor Barnhill moved to adjourn. Seconded by Alderman Burger. Motion carried unanimously.

Meeting adjourned @ 7:50 p.m.

Dr. Ken Moore, Mayor

Minutes prepared by: Linda Fulwider, Board Recording Secretary, City Administrator's Office 4/23/2019 12:00 PM

**MINUTES OF THE WORK SESSION
BOARD OF MAYOR AND ALDERMEN
FRANKLIN, TENNESSEE
CITY HALL BOARDROOM
TUESDAY, FEBRUARY 26, 2019 – 5:00 P.M.**

Board Members

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

Department Directors/Staff

Eric Stuckey, City Administrator	P	Jack Tucker, SES Director	P
Vernon Gerth, Assistant City Administrator	P	Lisa Clayton, Parks Director	P
Mark Hilty, Assistant City Administrator	P	Michelle Hatcher, Water Management Director	P
Kristine Tallent, Assistant City Administrator	P	Paul Holzen, Engineering Director	P
Shauna Billingsley, City Attorney	P	Emily Hunter, Planning & Sustainability Director	P
Deb Faulkner, Police Chief		Kevin Townsel, HR Director	P
Rocky Garzarek, Fire Chief		Joe York, Streets Director	P
Jordon Shaw, IT Director	P	Lanaii Benne, Assistant City Recorder	P
Tom Marsh, BNS Interim Director	P	Linda Fulwider, Board Recording Secretary	P

Call to Order

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

Eric Stuckey had three announcements:

- New microphones are in place for each Alderman, the Mayor, the City Administrator and around the rest of the table for staff and others who come forward to speak. He explained one must push a button to activate the mic when speaking. Additional speakers have been installed as well.
- Item 16 on the agenda will be taken after Item 1.
- The City was notified that CSX will close the railroad crossing on Liberty Pike near The Factory on Thursday, February 28 and Friday March 1 for repairs.

Citizen Comments

Non-Agenda Item Regarding Retiree Pay Dates during the transition of pension administrative services from the City to TCRS:

- Tim Taylor, retired Police Lt., on behalf of 220 retirees, said some decisions made by the Board were egregious and not in the best interest of the retirees. He met with the Mayor and City Administrator about retirees going through two six-week periods with two pays when there are usually three pays during that period. This was a hardship for people on fixed incomes. They were advised the City saved money for the pension fund by switching to TCRS. He thinks the \$425,000 savings was taken from the retirees. His hope is that the Board will reconsider the decision.
- Larry Barnes, 2137 Osburn Road, retired police officer, asked: Does the money in the account belong to the retirees or the City? Why were employees not asked for input? Who set the pay date at the end of the month, the City or the State? How to account for pay lost in those days? How much did the City save by this changeover? He feels like there is money missing.
- Harry Reed, 1112 Allison Road, Eagleville, said toward the end of the year he spoke to the Mayor about changes made from 60 days to 45 days between checks. He believes the retirees were shorted a check. He and others got behind on bills and will never catch up and some had to borrow money or take from savings. He was told this is what the Board approved.

- ☛ Richard Verbosky, 4817 Bethesda Duplex Road, College Grove, TN, spoke about integrity being actions and words in harmony. If you make a mistake own it. Take action and go on.
- ☛ Kevin Teague, Cross Keys Road, asked if there were other viable options that weren't considered, such as make-up pay for the 45 days or to issue an extra check. The money would be out of the pension fund but do the right thing. There was no input from any retirees. This was done by the Pension Committee. He can't understand why retirees aren't represented on the Pension Committee. This is not fair to retirees.
- ▶ Eric Stuckey explained why the pension was moved two years ago from a City run pension to TCRS. The pension plan that was in effect at that time is closed. TCRS manages the bulk of investments.
 - Differences between the City plan and TCRS: TCRS pays at the end of the month and the City paid at the first of the month. TCRS advised their schedule could not be adjusted.
 - Retirees were paid 12 times for the year 2018.
 - Starting in September 2018, letters were sent to retirees as well as magnets to make sure they were aware the change was coming.
 - A 13th paycheck was brought up.
 - The Pension Fund is comprised of money the City has contributed to the fund over the years.
 - The Board recognized it created a hardship in making the transition and tried to make it as smooth as possible.
 - The City can save around \$500,000 per year in fees, etc. with TCRS management.
 - TCRS has high-level management. It is one of the best state funds in the country
- ▶ Alderman McLendon asked what a one-time catch-up payment would be if the Board chose to do that. Twelve payments in 12 months is what was done, yet the retirees feel shorted.
- ▶ Mr. Stuckey said the approximate cost of \$440,000 would be absorbed by the Pension Fund. It would not be a special check, it would be done as an increase in the next payment.
- ▶ Dialog between Mr. Stuckey and Alderman McLendon continued regarding meeting goals to keep the fund at around 90%. How would the fiduciary explain this wasn't a windfall?
- ▶ Alderman McLendon is willing to consider a one-time double payment despite telling the retirees this was going to happen.
- ▶ Mayor Moore suggested the Board be given additional documentation before making any decision.

Vice Mayor Barnhill, chair of the Pension Committee, thought a plan amendment would be necessary, and the actuary would have to be involved as well. The committee spent several months on this. There is a lot more involved than just adding money. The Pension Committee is a public meeting. Anyone can attend. Their next meeting is March 4, 2019 @ 1:00 p.m.

This item will be addressed at a future Work Session.

WORK SESSION DISCUSSION ITEMS

1. 19-0109 Discussion of Possible Incentive Program for Development of New Affordable and Workforce Housing as Recommended by the Housing Commission.

Tom Marsh, Interim Director BNS

Kathleen Sauseda, Housing Development Coordinator

Comments:

- ☛ Matt Largen, 3037 Oxford Glen Dr., President Williamson, Inc.: Commented on the importance of attainable housing. He urged the Board to look seriously at this proposal.
- ☛ Scott Black, 117 Bromley, Chairman Franklin Housing Authority: Provided materials and mentioned Statute 13-2101. Partner with FHA per state law.
- ☛ Kevin Mills, 620 Eastview Circle: His family has lived in Franklin three years and they love it. He described his family as a struggling middle-class family. His three children love their schools. It is hard to live in Franklin because of high housing costs. The people building and maintaining the community can hardly afford to live here.

Tom Marsh introduced Elizabeth Wanczak, Chair and John Besser, Past Chair of the Housing Commission who presented the proposed Incentive Program:

The Housing Commission recommends that the Municipal Code, Title 21, be amended to include an additional incentive program applicable to the development of new affordable housing.

Task assigned to the Housing Commission by BOMA

- ▶ Affordable housing would make it possible for employees to live closer to work and would reduce vehicle miles traveled.
- ▶ Several employers expressed difficulty in filling vacant positions because applicants cannot afford to live within a reasonable commute
- ▶ Envision Franklin encourages a range of housing options and price points to support both employees and the local economy

Barriers to Affordable Housing

- ▶ Development Impact Fees, particularly the Road and Parkland Impact Fees, have been identified as barriers to construction of homes at lower price points. Fees for one single family home are approximately \$13,000.00.

Affordable Housing Defined

- ▶ Median Income \$68,688
- ▶ Income Limit \$54,950 (80% of Median Income)
- ▶ Price of Home \$239,194
- ▶ Median price for a house in Franklin is \$484,013.

Proposed Incentive Program

- ▶ Appropriate resources from the General Fund to pay Road and Parkland Impact Fees that would be applicable to construction of new housing units to support a diverse employee base.
- ▶ Specifically, the incentive would be available to non-profit or for-profit developers who construct new homes priced up to \$248,000

Suggested minimum criteria:

- ▶ Any project presented for consideration must have a completion timeline
- ▶ Every home will be deed restricted for a period to be determined.

Financial Impact

- ▶ The Housing Commission recommends the Board appropriate an initial \$1 Million from the General Fund for the proposed program. This amount would pay the Road and Parkland Impact Fees for up to 78 single family homes.
- ▶ The appropriation would be determined through the budget process each year.

Discussion:

- ▶ Would rental units would be included as an option?
- ▶ Deed restriction should be discussed since it is complicated.
- ▶ Additional information was requested to study how this might apply to rental, ownership, etc.
- ▶ The City has limitations because inclusionary housing is forbidden by state law.

★ Item 16 addressed before Item 2

2. 19-0182 **Consideration of Event permit for the Great Americana BBQ Festival sponsored by the Franklin Noon Rotary Club on August 23-24, 2019.**

Lisa Clayton, Parks Director

No questions or comments

3. 19-0183 **Consideration of Event Permit for Eat the Street in Downtown Franklin on May 3, 2019.**

Deb Faulkner, Police Chief

No questions or comments

4. 19-0184 **Consideration of Event Permit for Westhaven 5K Memory Run benefitting the Alzheimer's Association in Westhaven on May 4, 2019.**

Deb Faulkner, Police Chief

No questions or comments

5. 19-0206 **Consideration of Liquor License for Cool Springs Wine and Spirits (Owners Bret Moore, Winston C. (Del) Hickman, Dean Taylor, and Joe Goodman, Managing Agent), 1935 Mallory Lane, Franklin, TN 37067.**

Lanaii Benne, Assistant City Recorder

Aldermen McLendon and Speedy advised they would abstain when this is voted upon because of association with persons affiliated with this business.

6. 19-0038 **Proposed Revisions & Updates to Franklin Forward: The City of Franklin's Strategic Plan.**

Michael Walters Young, Budget & Analytics Manager

Item deferred to March 12, 2019.

7. 19-0177 **Consideration of Resolution 2019-12, an Initial Resolution authorizing the City to Issue General Obligation Bonds in an Amount Not-to-Exceed \$34,500,000.**

Kristine Tallent, Assistant City Administrator/CFO

2019 New Money Projects – 80% are road related:

▶ Franklin Road	\$15,330,000
▶ McEwen 4 & 5	9,950,000
▶ Major Road Resurfacing	2,725,000
▶ Fire Apparatus	2,360,000
▶ Police Vehicles	2,000,000
▶ Sanitation Facility Improvements	1,650,000
▶ Estimated Costs of Issuance	485,000

8. 19-0179 **Consideration of Resolution 2019-13, a Resolution to Issue General Obligation Improvement and Refunding Bonds in an Amount Not-to-Exceed \$61,500,000.**

Kristine Tallent, Assistant City Administrator/CFO

The refinancing fixed rate is 3.044%. Staff recommends approval of the bond resolution as prepared by the City's bond counsel.

9. 19-0050 **Discussion of Sanitation and Environmental Services (SES) Cost of Service Study and Operations Refinements.**

Jack Tucker, SES Director

Mark Hilty, Assistant City Administrator/Public Works

Nate Ridley, Assistant Director SES

Implementation Components: Discontinue Commercial Dumpster business and offer Commercial Roll-Out Carts; discontinue use of blue bags and change to recycling carts.

Three scenarios:

- ♦ Baseline Operations (FY2018 Actual)
- ♦ Sustainable Fleet
- ♦ Modified Operations

Modified Operations Scenario:

- ♦ Automated collection of curbside recycling assumes 64-gallon cart with one-time setup fee. \$40-\$45 charge for automated curbside. Expect to gain recycling customers.
- ♦ Commercial roll out carts. Eliminate dumpster with 90-day notification.

10. 19-0185 **Consideration of Ordinance 2019-01, an Ordinance to Amend Title 17-Municipal Solid Waste Disposal, for the Purpose of Providing Adequate Time for Transfer Station Customers to pay Bills Before Due Date.**

Jack Tucker, SES Director

Mark Hilty, Assistant City Administrator/Public Works

Amendment strikes sentence in Section I: 17-114 Billing for transfer station tipping fees: (1) Strike "The amount billed is due on the 15th of the month following the service month". To read "Transfer station bills must be paid in full on or before the due date shown thereon to avoid an added penalty of 10 percent."

11. 19-0023 **Consideration of Road Impact Fee Offset Agreement for Avalon Square PUD Subdivision (COF Contract 2019-0003) with Parks Development Group, LLC.**

Paul Holzen, Engineering Director

Clarification: Recommend approval for three of the improvements. 1) Partial closure of median at Cool Springs Boulevard and Highbury Rise 2) Partial closure of median at East McEwen Drive and the Project Access 3) Full median closure at East McEwen Drive and the Project. Five other offsets requested were not approved.

12. 19-0099 ★**Road Impact Fee Agreement with Clayton Properties Group, Inc., a Tennessee Corporation (COF 2019-0031) for the Reese Farm PUD Subdivision.**

Paul Holzen, Engineering Director

Staff recommends approval of Right-of-Way Dedication on a collector road.

13. 19-0125 ★**Consideration of COF Contract 2019-0007, Parkland Impact Fee and Greenway Trail System Construction Agreement Between the City of Franklin and Clayton Properties Group, Inc. for the Property Known as The Fields at Reese Farms.**

Lisa Clayton, Parks Director

These are the first parkland impact fees. The development will have 68 attached townhome lots and 64 single-family lots on approximately 44 acres. One amendment; Goodall Homes dedicating a plat for Right-of-Way dedicating the trail.

Total Parkland Impact Fee for 132 Units @ \$4,304/unit	\$ 568,128.00
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Eligible amount of offset based on 75% of total PIF	\$ 426,096.00
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Quadrant 2: 25% designated for Community Type Parks	\$ 142,032.00
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14. 19-0140 ★**Consideration of a Professional Services Agreement (COF Contract 2019-0047) with C&T Engineering and Inspection, LLC, for Construction Administration Services for the East McEwen Drive Roundabout Improvements in an Amount Not-to-Exceed \$94,880.00.**

Paul Holzen, Engineering Director

No questions or comments

15. 19-0193 **Consideration of a Request to Waive Title 18 for 107 Chester Stevens Court (Map 079M, Parcel 00400); 111 Chester Stevens Court (Map 079M, Parcel 00500); and 115 Chester Stevens Court Map (079M, Parcel 00600) for the Associated Impact Fees Related to Sewer Connections.**

Michelle Hatcher, Water Management Director

Private property owners paid to tie into public system and further request waiver for certain other fees.

Staff could work with the applicants to recapture some costs because of others downstream who could tie on. If the impact fees were waived for the three property owners, it would be \$4,019 per property owner and \$12,057 total for the three properties. The owners have already paid a significant amount of money, having done the installation themselves (those fees waived).

Staff recommends denial of this waiver. Impact fees are in part used to recapture costs associated with the construction of transmission and treatment capacity. Although the property owners have paid for the local collection system, the work doesn't offset the purpose of the impact fees for the broader system and the treatment facility.

★ Item 16 addressed after Item 1

16. 19-0161 **Discussion Regarding an Interlocal Agreement with Williamson County, The City of Franklin, and The Franklin Special School District to Redistribute a Portion of the Half of the One-Half Percent Sales and Use Tax Increase that is Not Allocated for Schools.**

Eric Stuckey, City Administrator

Alderman Martin asked that the Board reconsider the distribution of the new half-cent sales tax, 3-year distribution – not allocated for schools, to include the Franklin Special School District.

The FSSD daily attendance is about 8% when applied to the City portion equals \$1.8 million over the three-year period. The City and County would contribute to include FSSD on a 50/50 basis. Mr. Stuckey recommended the City pull the funds from the County Facilities Tax and

allocate about \$300,000 per year for three years. The County Commission will be voting on this proposed agreement March 11.

- ☛ County Commission Brian Beathard, 704 Fair Street: The proposed agreement hasn't gone through all the committees yet. The Commission will vote one day before the March 5th BOMA meeting. FSSD does get funds from the State. Six County Commissioners overlap FSSD and it is likely that is why citizens voted for the tax, only to later learn that FSSD was left out.
- ▶ Aldermen Bransford, Martin, and Blanton said they support this agreement.
- ▶ Vice Mayor Barnhill said it would be a tough sale to Nolensville, Burwood, and other communities. If the Commissioners don't support this, then it won't matter if BOMA supports it.
- ▶ Alderman Speedy: Supports the agreement. When he voted against the first agreement with the time extension, he was not voting against the FSSD.
- ▶ Alderman McLendon asked how this is any different except it is less money than the agreement that was turned down. It was clear in his mind that everything the City was doing was split and he supported both school systems getting the money. The FSSD projects are in our CIP and he voted to put them at the top of the list. Remember our fiduciary duty to our taxpayers.
- ☛ Brandi McCutcham, 503 Brayton Circle: There is confusion on why the money is not going to schools in in the City.
- ☛ Cindy Scarce, 308 Richmond Drive: She volunteers at Freedom Middle School and is the PTO Chair. Parents are asked for money for many things. The schools are adequately funded, but it is not enough. Even parents with children on the free meal program are asked for money and school items. She voted for this and it isn't happening.

Mayor Moore recognized Dr. Snowden, FSSD Superintendent of Schools and School Board members who were present.

★ Item 2 addressed next

17. 18-1273 **Consideration of COF Contract 2018-0270, Cumberland River Compact Partnership Agreement.**

**Mark Hilty, Assistant City
Administrator/Public Works**

Deferred to March 26, 2019 Work Session.

18. 19-0129 **Consideration of Resolution 2017-73, "A Resolution to Amend the Franklin Police Department Wrecker Service Policy and Agreement.**

**Deb Faulkner, Police Chief
Shauna Billingsley, City Attorney**

Deferred to March 26, 2019 Work Session

Other Business

None

Adjournment

Work Session adjourned @ 7:15 p.m.

Dr. Ken Moore, Mayor

Minutes prepared by: Linda Fulwider, Board Recording Secretary, City Administrator's Office - 4/23/2019

EXHIBIT 1

Development Review Fees Comparison

Franklin	Murfreesboro	Nashville	Gallatin	Cary NC	Alpharetta GA	Brentwood	Mt Juliet	Naperville IL
<u>Rezoning:</u> \$400	\$700 or \$950	\$2200	\$300 +\$50/ac up \$1500 max	\$1400	\$400 +\$10 per acre or \$750 + \$10 per acre	\$1000 up to \$5000 based on size	\$650 - up to 5 ac + \$20/acre - next 15 acres + \$5/ac - next 80 ac + \$2.50/ ac for all add'l ac + \$50 Admin Advert Fee.	<u>0-10 ac:</u> \$290 <u>11-50 ac:</u> \$400 <u>50 + ac:</u> \$640
<u>Site Plan:</u> \$300 plus \$0.02 per square foot nonresidential & \$10 per dwelling unit	\$400 or \$500 or \$600 based on size	\$2500 or \$4500 or \$6195 based on size or number of units	\$300 up to 3 acres + \$50 / acre thereafter up to \$1500 max	\$900 or \$2000 based on size	\$750 < 2 ac or \$1000 >= 2 ac	\$250 +\$20/acre	\$500 up to 3 ac + \$100 / ac up to \$3000 max	\$380
<u>Preliminary Plat:</u> \$300 plus \$20 per lot	\$400 +\$85/lot		\$300 +\$5/lot		\$750	\$250 +\$25/lot	<u>1-25 lots:</u> \$500 + \$25/ lot <u>26-50 lots:</u> \$1000 +\$25/ lot <u>50 lots or more:</u> \$2500 + \$25 / lot	<u>0-5 ac:</u> \$2500 <u>5-50 ac:</u> \$2500+ \$120/ac over 5 <u>50+ ac:</u> \$7780
<u>Final Plat:</u> \$200 plus \$25 per lot	\$200 +\$55/lot	\$1000	\$300 +\$5/lot	\$350	\$750	\$250 +\$25/lot	\$200 +\$25/lot	<u>0-5 ac:</u> \$5,000 <u>5-50 ac:</u> \$5,000+\$300/ ac over 5 <u>50+ ac:</u> \$18,500
*Numbers in the gray font color were not used in determining the average.								

	Average*	Franklin- Existing	Franklin- Proposed
Rezoning	\$840	\$400	\$500
Site Plan	\$934	\$300 plus \$0.02 per square foot nonresidential & \$10 per dwelling unit	\$500 plus \$0.02 per square foot nonresidential & \$10 per dwelling unit
Development Plan	n/a	\$600 plus \$0.02 per square foot nonresidential & \$10 per dwelling unit	\$1000 plus \$0.02 per square foot nonresidential & \$10 per dwelling unit
Preliminary Plat	\$809	\$300 plus \$20 per lot	\$500 plus \$25 per lot
Final Plat	\$932	\$200 plus \$25 per lot	\$500 plus \$25 per lot
*Average of fees from comparable communities.			

**Fee Comparison
Development Review Fees
Planning Department - 2017**

	Review Fees Actual*	Review Fees Average**	Review Fees Proposed***
January	\$8094.60	\$12,732.00	\$11,594.60
February	\$5510.72	\$8906.00	\$7,910.72
March	\$17,286.44	\$18,360.42	\$22,186.44
April	\$19,748.06	\$16,659.00	\$24,258.06
May	\$14,964.24	\$15,802.00	\$19,014.24
June	\$14,061.04	\$20,489.04	\$18,961.04
July	\$7130.00	\$11,360.00	\$9,830.00
August	\$10,096.78	\$15,406.04	\$14,376.18
September	\$6664.26	\$10,856.00	\$9,534.26
October	\$7249.84	\$8,182.00	\$8,949.84
November	\$6706.04	\$13,191.00	\$10,301.04
December	\$6900.00	\$11,312.00	\$10,200.00
YEAR END TOTAL	\$124,412.02	\$163,255.50	\$167,116.42

*Actual Review Fees Collected 2017: Fees include Land Use Plan Amendments, Rezoning, Development Plans, Site Plans, Final Plats, and Preliminary plats.

**Review Fees Average: Based on the actual plan submissions to COF for 2017 and the average review fees from other cities. (Used current COF amounts for fees that weren't included in fee averages from other cities – Land Use Plan Amendments and Development Plans.)

***Plan Review Fee Difference: Increase of \$42,704.40 using the proposed fee structure, based on the actual plan submissions and review fees collected in 2017.

EXHIBIT 2

Proposed Fee Analysis:

	100-Unit Subdivision Development Plan	200-Unit/50,000 Sq Ft Mixed Use Development Plan	100,000 SF Office Site Plan	20-Lot Preliminary Plat	20-Lot Final Plat
Existing Fee	\$1,600	\$3,600	\$2,300	\$700	\$700
Proposed Fee	\$2,000	\$4,000	\$2,500	\$1,000	\$1000

The follow shows the difference in total project cost between the existing and the proposed Plan Review Fee Structure:

- 100-Unit Subdivision Development Plan: difference of \$400
- 200-Unit/50,000 Sq Ft Mixed Use Development Plan: difference of \$400
- 100,000 SF Office Site Plan: difference of \$200
- 20-Lot Preliminary Plat: difference of \$300
- 20-Lot Final Plat: difference of \$300

EXHIBIT 3

Staff Time for Plan Review Items

There are 21 individuals involved in the Departmental Review Team (DRT) plan review process. This includes staff members from the following City Departments: Planning and Sustainability, Building and Neighborhood Services, Engineering, Fire, Police, Parks, Streets, and Water Management. The plan review fee submittal is meant to capture a portion, but certainly not all, of the staff time devoted to the review of the plans to ensure compliance with the City's various plans, policies, and standards (including *Envision Franklin*, *Parks Master Plan*, *Zoning Ordinance*, *Subdivision Regulations*, *Transportation & Street Technical Standards*, *Municipal Code*, and other requirements). Some submittals require less review time than others. Conversely, some projects require much more review time than others, but the following provides an approximation of staff time devoted to review of an average item submitted for Planning Commission or Administrative Review:

- Pre-application conference: 1.5 hours (includes meeting and preparation time)
- Initial Submittal: 4.5 hours (1.5 hours of review and 2 hours spent in DRT, plus 1 hour additional communication time with the applicants)
- Resubmittal: 2.5 hours (1 hour review and comments write-up and 1.5 hours in DRT)
- One Stop: 2 hours (1 hour review and comments write-up, plus 1 hour additional communication time with the applicants)

Individual staff time, per item: 10.5 hours

Total staff time, per item: 220.5 hours

Considering that the average hourly wage of a member of the DRT is \$33.47 per hour, this equates to a cost to the city of **\$7380** per project for the plan review.

EXHIBIT 3

Staff Time for Plan Review Items

There are 20 individuals involved in the Departmental Review Team (DRT) plan review process. This includes staff members from the following City Departments: Planning and Sustainability, Building and Neighborhood Services, Engineering, Fire, Police, Parks, Streets, and Water Management. The plan review fee submittal is meant to capture a portion, but certainly not all, of the staff time devoted to the review of the plans to ensure compliance with the City's various plans, policies, and standards (including the *Land Use Plan*, the *Greenway and Open Space Plan*, the *Zoning Ordinance*, the *Subdivision Regulations*, the *Transportation & Street Technical Standards*, *Municipal Code*, and other requirements). Some submittals require less review time than others. Conversely, some projects require much more review time than others, but the following provides an approximation of staff time devoted to review of an average item submitted for Planning Commission or Administrative Review:

- Pre-application conference: 1.5 hours (includes meeting and preparation time)
- Initial Submittal: 3.5 hours (1.5 hours of review and 2 hours spent in DRT)
- Resubmittal: 2.5 hours (1 hours review and writing up comments; 2 hours in DRT)
- Staff Reports: 1 hours (spent on write-up)
- Post-PC: 1 hours (review and comments write-up)

Individual staff time, per item: 9.5 hours

Total staff time, per item: 190 hours

Considering that the average hourly wage of a member of the DRT is \$22.00 per hour, this equates to a cost to the city of **\$4,180** per project for the plan review.

ORDINANCE 2018-46

TO BE ENTITLED: "AN ORDINANCE TO AMEND THE FRANKLIN MUNICIPAL CODE, APPENDIX A—COMPREHENSIVE FEES AND PENALTIES, CHAPTER 14, RELATING TO ZONING AND LAND USE APPLICATION FEES FOR THE PLANNING REVIEW PROCESS."

WHEREAS, due to the cost of materials and labor, it is necessary to set fees for the City of Franklin, Tennessee, to be partially reimbursed for these costs; and

WHEREAS, the fee schedule for the plan review process has not been revised to keep pace with inflation; and

WHEREAS, the City of Franklin's plan review fees are lower than those of many surrounding municipalities; and

WHEREAS, the City of Franklin has a growing number of staff reviewing plans to keep up with the rising pace and complexity of plan submittals.

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

SECTION I. That Appendix A, Chapter 14 of the Franklin Municipal Code is hereby amended to delete the following text noted with a ~~striketrough~~; to add the following text noted in **bold**; and is approved to read as follows:

Appendix A
* * *

CHAPTER 14.—ZONING AND LAND USE CONTROL

ITEM	CHARGE
Land Use Plan Amendment	\$250.00 \$500.00
Annexation and Plan of Services	Less than 10 acres: \$100.00; 10-50 acres: \$250.00; Over 50 acres: \$500.00
Rezoning	\$400.00 \$500.00
Joint FMPC and BOMA Workshop	\$50.00 \$100.00
Development Plan	\$600.00 \$1,000.00 plus \$0.02 per square foot of nonresidential building and \$10.00 per dwelling unit
Revision to a Development Plan	\$600.00 \$1,000.00 plus \$0.02 per square foot of nonresidential building and \$10.00 per dwelling unit in the areas included in or impacted by the revision

Site Plan	\$300.00 \$500.00 plus \$0.02 per square foot of nonresidential building and \$10.00 per dwelling unit
Revision to a Site Plan	\$500.00 plus \$0.02 per square foot of nonresidential building and \$10.00 per dwelling unit in the areas included in or impacted by the revision
Tower and Antennas	\$1,000.00 for those requiring planning commission review; \$100.00 for those requiring administrative review by the department of building and neighborhood services
Preliminary Plat	\$300.00 \$500.00 plus \$20.00 \$25.00 per lot
Final Plat	\$200.00 \$500.00 plus \$25.00 per lot
Variance	\$300.00
Appeal of Administrative Decision	\$250.00
Historic Zoning Commission	None
Tree Removal Permit	\$25.00 \$50.00
Neighborhood List Registration	None
Zoning Certification Letter	\$25.00 \$75.00

SECTION II. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance after its passage on second and final reading shall take effect on January 1, 2019, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

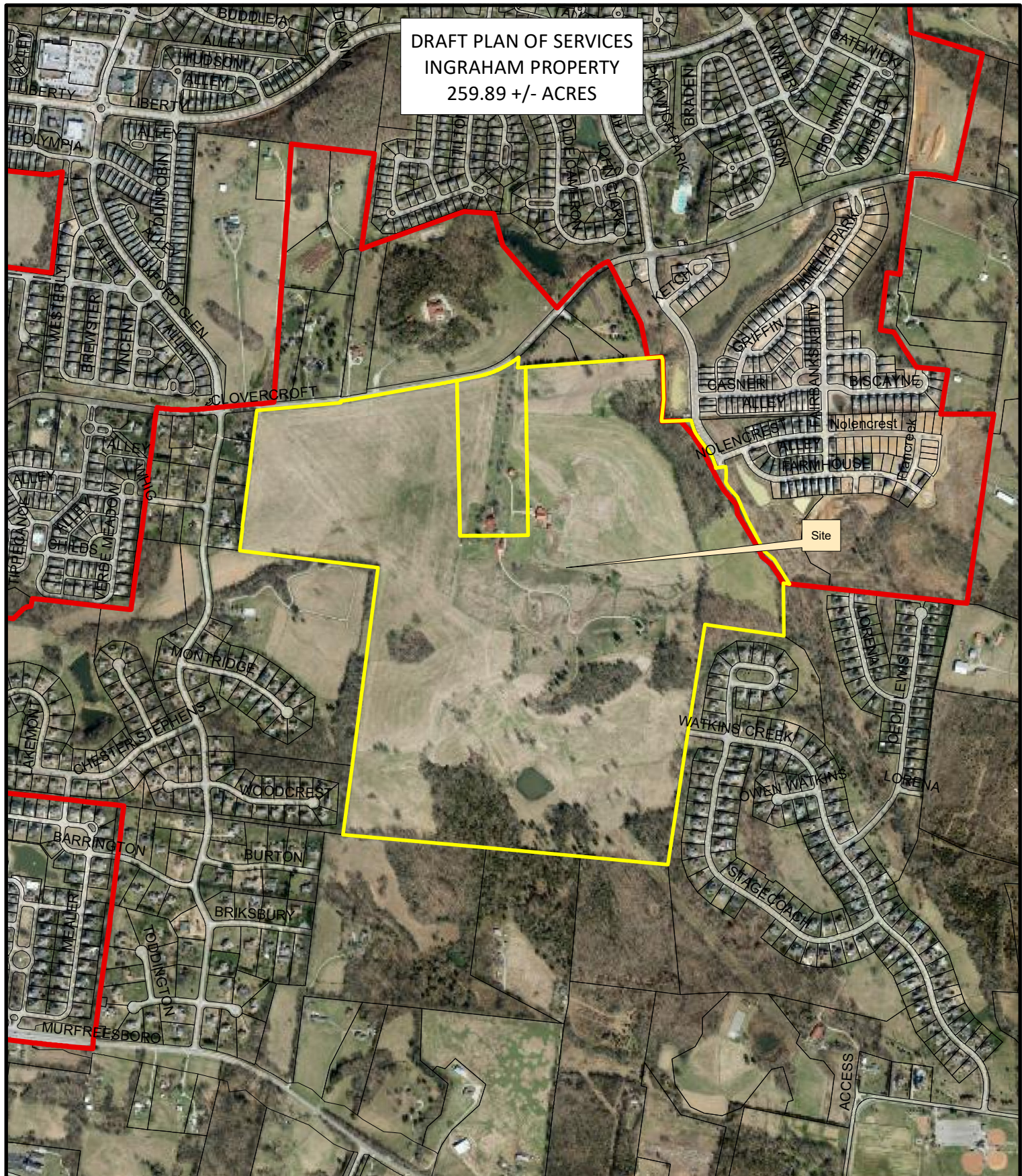
PASSED FIRST READING:

PUBLIC HEARING:

PASSED SECOND READING:

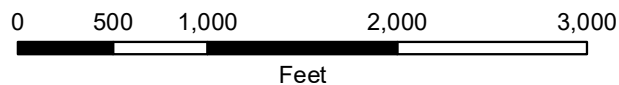
PASSED THIRD READING:

DRAFT PLAN OF SERVICES
INGRAHAM PROPERTY
259.89 +/- ACRES



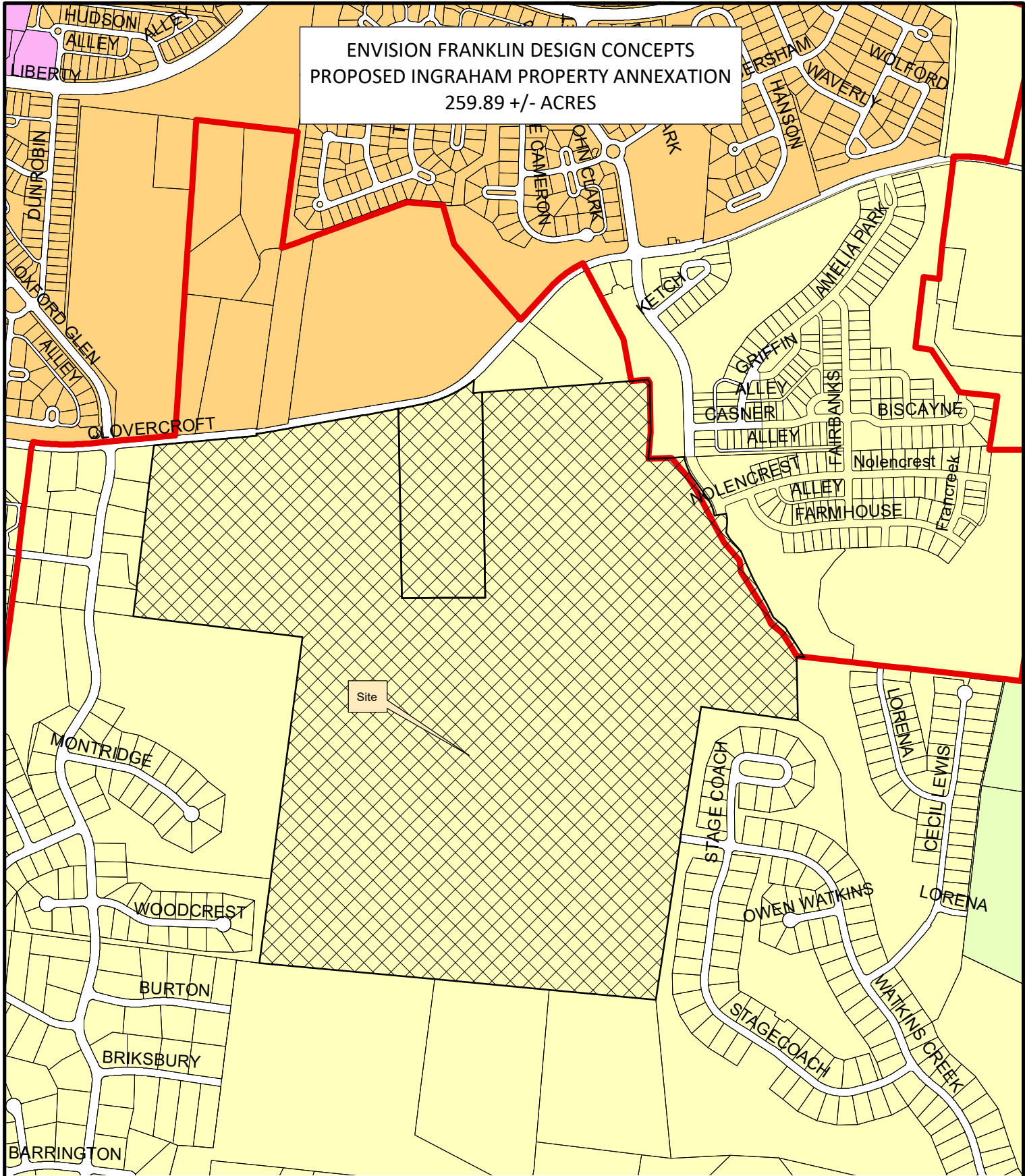
Legend

-  Ingraham Property
-  Existing City Limits



This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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ENVISION FRANKLIN DESIGN CONCEPTS
 PROPOSED INGRAHAM PROPERTY ANNEXATION
 259.89 +/- ACRES



Legend

- Ingraham Property
- Existing City Limits
- Design Concept**
 - Conservation Subdivision
 - Single Family Residential
 - Mixed Residential
 - Neighborhood Mixed Use
 - Development Reserve

0 250 500 1,000 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 2018. All rights reserved.

August 31, 2018

Ms. Emily Hunter
Franklin Department of Planning and Sustainability
109 3rd Avenue South
Franklin, TN 37067

Dear Ms. Hunter

On behalf of our client, we are pleased to submit the attached annexation request application packet for the Ingraham Property. As we discussed in our meeting with Staff it is our intention with this application to begin the process by presenting our schematic plan to the Joint Conceptual Workshop prior to beginning the plan of services process. Our hope is to gain further input and guidance into the proposed residential lot sizes from the Planning Commissioners and Alderman to compliment our initial feedback from Staff.

This request serves for the properties located at Map 80 Parcels 32.00 and 44.01 consisting of approximately +/- 259.89 total acres with +/- 31.45 acres to be removed by deed prior to moving forward with the initiation of the plan of services and will not be part of the annexation (see included exhibit). This site will follow the single-family residential design concept guidelines as outlined in Envision Franklin Land-use Plan and will consist of +/- 408 single family residential lots.

If you should have any questions regarding our request, please do not hesitate to contact me.

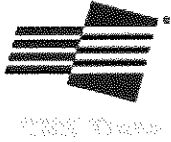
Sincerely,



John D. Haas, ASLA
Principal
EDGE
Planning, Landscape Architecture & Graphic Design

ANNEXATION REQUEST APPLICATION FRANKLIN, TENNESSEE					
LOT ADDRESS: 4099 Clovercroft Rd. Franklin TN 37067-5851					
PROPOSED ZONING: SD-R		PROPOSED LAND USE: Residential		LOT ACREAGE: 15.45Acres	
CHARACTER AREA: Seward Hall			PHYSICAL DESCRIPTION OF SITE: Agricultural land with residential structure		
LAND USE PLAN LANGUAGE FOR CHARACTER AREA: Residential uses shall be predominant and area shall retain a suburban and rural character. The preservation and use of natural features are critical in order to retain its current character.					
REQUEST LETTER:	Check ☒ if included	OWNER AFFIDAVIT:	Check if ☒ included	DRAWINGS/ ILLUSTRATIONS:	Check if included
OTHER INFORMATION: Drawings and illustrations will be submitted for presentation to the Joint Conceptual Workshop.					

APPLICANT NAME, ADDRESS, PHONE	AGENT NAME, ADDRESS, PHONE
INGRAHAM Living TRUST	FRANK C. INGRAHAM, TRUSTEE
4099 CLOVER CROFT RD	
FRANKLIN TN	
615-594-7795	
Signature: <i>Frank C. Ingraham Trust</i>	Date:



Monday, August 27, 2018

LOCATION

Property Address 4099 Clovercroft Rd
Franklin, TN 37067-5851

Subdivision

County Williamson County, TN

PROPERTY SUMMARY

Property Type Agricultural

Land Use Agricultural

Improvement Type Single Family

Square Feet 4588

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID 080 032.00

Special Int 000

Alternate Parcel ID

Land Map 080

District/Ward 000

2010 Census Trct/Blk 510.01/3

Assessor Roll Year 2017

**CURRENT OWNER**

Name Ingraham Frank C Tr Ingraham Frances R Tr

Mailing Address 4099 Clovercroft Rd
Franklin, TN 37067-5851

SALES HISTORY THROUGH 08/09/2018

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
1/3/2000		Ingraham Frank C Tr			2	1987/603
9/30/1989		Ingraham Frank C			3	817/455
3/8/1961		Ingraham Frank C & Etux Frances				118/244

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2017	Assessment Year	2017		
Appraised Land	\$104,100	Assessed Land	\$26,025	Williamson	2.15
Appraised Improvements	\$587,300	Assessed Improvements	\$146,825		
Total Tax Appraisal	\$691,400	Total Assessment	\$172,850		
Appraised Land Market	\$492,200	Exempt Amount			
Total Appraised Market	\$1,079,500	Exempt Reason			

TAXES

Tax Year	City Taxes	County Taxes	SSD Taxes	Total Taxes
2017		\$3,716.28	\$0	\$3,716.28
2016		\$3,716.28	\$0	\$3,716.28

OWNER AFFIDAVIT

City of Franklin, Tennessee

We/I FRANK C. INGRAHAM, TRUSTEE
(Please print Name/Names in Full) INGRAHAM LIVING TRUST
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the property described as:

080 032,00

(Property Parcel/Tax ID Number)

and located at:

4099 CLOVERCROFT RD.

(Street Address)

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

FRANK C. INGRAHAM, TRUSTEE

(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.

Frank C. Ingraham, Trustee

Signature

870 OAK MEADOW DR.

Property Owner Mailing Address

FRANKLIN, TN 37064

City, State & Zip

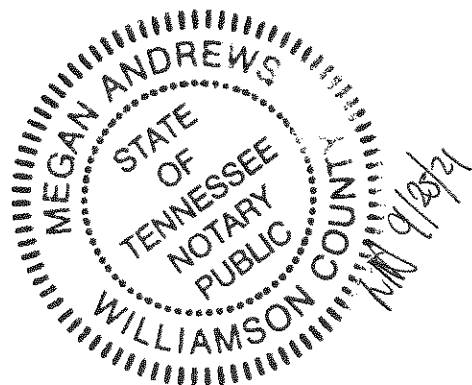
Subscribed and sworn to before me this

30 day of August, 20 18.

Megan Andrews

Notary Public

My Commission Expires: 9/25/21



ANNEXATION REQUEST APPLICATION FRANKLIN, TENNESSEE					
LOT ADDRESS: 4101 Clovercroft Rd. Franklin, TN 37067-5826					
PROPOSED ZONING: SD-R		PROPOSED LAND USE: Residential		LOT ACREAGE: +/- 244.44 Total +/- 30.99 To be separated prior to Plan of Services	
CHARACTER AREA: Seward Hall				PHYSICAL DESCRIPTION OF SITE: Agricultural land with Agricultural Buildings	
LAND USE PLAN LANGUAGE FOR CHARACTER AREA: Residential uses shall be predominant and area shall retain a suburban and rural character The preservation and use of natural features are critical in order to retain its current character.					
REQUEST LETTER:	☐ Check if included	OWNER AFFIDAVIT:	☒ Check if included	DRAWINGS/ ILLUSTRATIONS:	☐ Check if included
OTHER INFORMATION: 					

APPLICANT NAME, ADDRESS, PHONE	AGENT NAME, ADDRESS, PHONE
Ingraham Partners, LP	Frank C. Ingraham G.D.
4101 CLOVER CROFT RD.	
FRANKLIN, TN,	
615-594-7795	
Signature: <i>Frank C. Ingraham</i>	Date:



Monday, August 27, 2018

LOCATION

Property Address 4101 Clovercroft Rd
Franklin, TN 37067-5826

Subdivision

County Williamson County, TN

PROPERTY SUMMARY

Property Type Agricultural
Land Use Agricultural
Improvement Type Single Family
Square Feet 760

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID 080 044.01
Special Int 000
Alternate Parcel ID
Land Map 080
District/Ward 000
2010 Census Trct/Blk 510.01/3
Assessor Roll Year 2017



CURRENT OWNER

Name Ingraham Partners Lp
Mailing Address 4099 Clovercroft Rd
Franklin, TN 37067-5851

SALES HISTORY THROUGH 08/09/2018

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
9/5/2013		Ingraham Partners Lp				
12/23/1996		Ingraham Partners Lp				1477/267
9/30/1989		Ingraham Frank C			3	817/455
1/1/1977	\$112,000	Ingraham Frank C & Etux Frances R		Non-Qualfd Warranty Deed Sale		299/770

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2017	Assessment Year	2017		
Appraised Land	\$361,700	Assessed Land	\$90,425	Williamson	2.15
Appraised Improvements	\$80,400	Assessed Improvements	\$20,100		
Total Tax Appraisal	\$442,100	Total Assessment	\$110,525		
Appraised Land Market	\$7,041,300	Exempt Amount			
Total Appraised Market	\$7,121,700	Exempt Reason			

TAXES

Tax Year	City Taxes	County Taxes	SSD Taxes	Total Taxes
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OWNER AFFIDAVIT

City of Franklin, Tennessee

We/I INGRAHAM PARTNERS LP
(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:

080 044.01
(Property Parcel/Tax ID Number)

and located at:

4101 CLOVERCROFT Rd.
(Street Address)

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

FRANK C. INGRAHAM G.P.
(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.

Frank C. Ingraham G.P.
Signature

870 OAK MEADOW DR # 3228
Property Owner Mailing Address

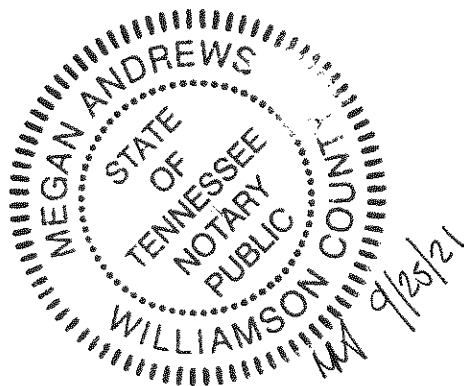
Franklin, TN 37064
City, State & Zip

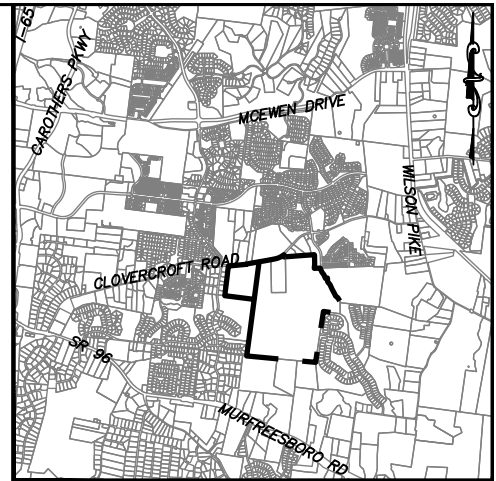
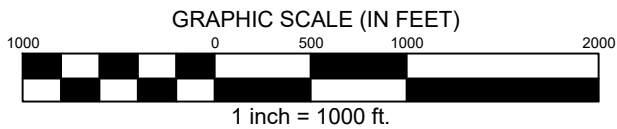
Subscribed and sworn to before me this

30 day of August, 20 18.

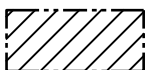
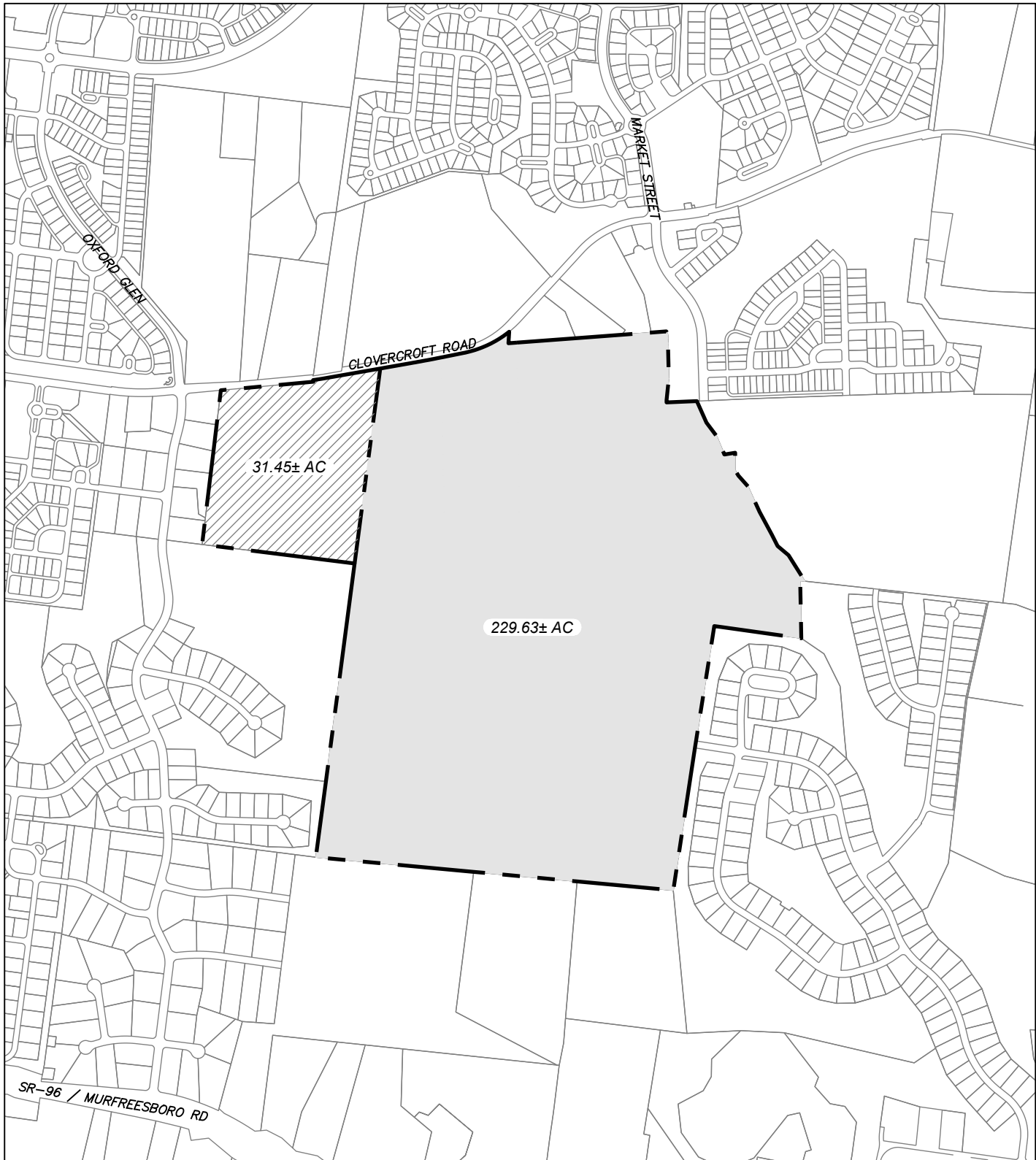
Megan Andrews
Notary Public

My Commission Expires: 9/25/21

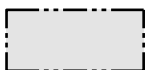




VICINITY MAP
NOT TO SCALE



PARCEL TO BE SEPARATED PRIOR TO ANNEXATION



PROJECT SITE FOR ANNEXATION

MERITAGE HOMES - INGRAHAM PROPERTY

PROJECT # 18-11-1107

DATE: AUGUST 31, 2018

CLIENT: MERITAGE HOMES

PARCELS 080 32.00 & 44.01

PREPARED BY:



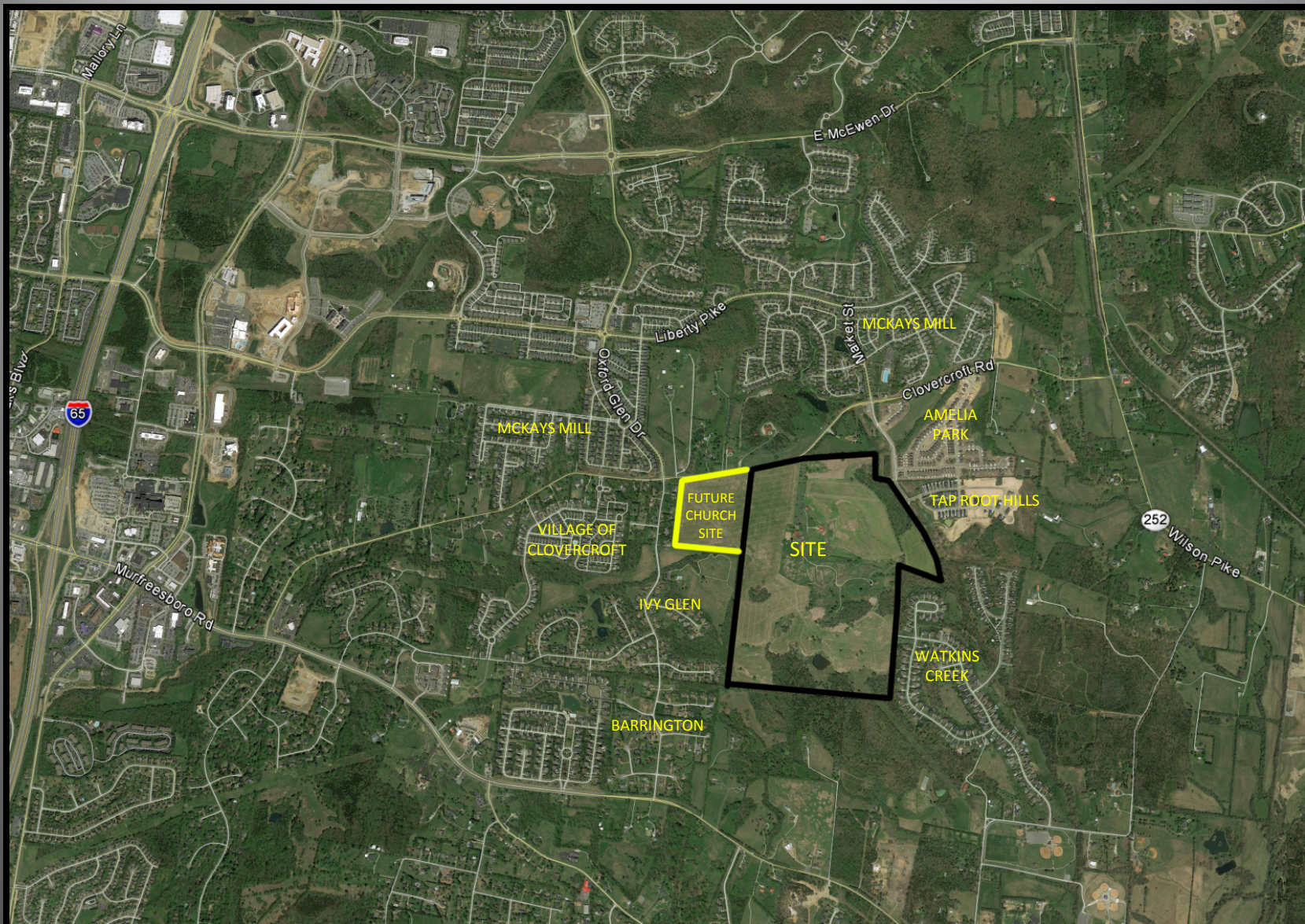
ENERGY LAND & INFRASTRUCTURE, PLLC
1420 DONELSON PIKE, SUITE A12 • NASHVILLE, TN 37217
OFFICE 615-383-6300 • WWW.ELI-LLC.COM • LICENSE # P-1289
ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL

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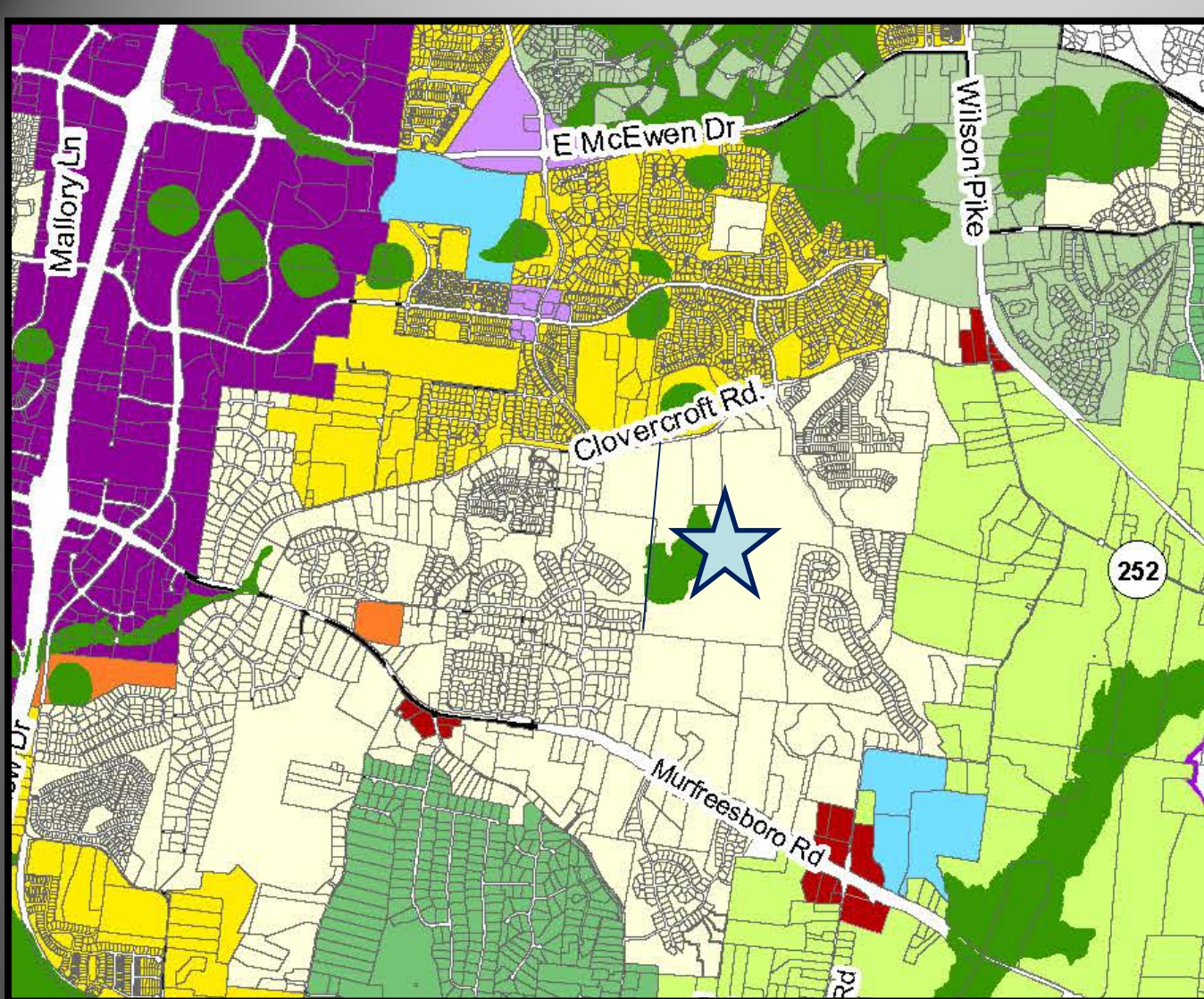
Ingraham Farm

Joint Conceptual Workshop
September 27, 2018





+/- 259.89 Acres (+/- 31.50 Acres Future Church Property)

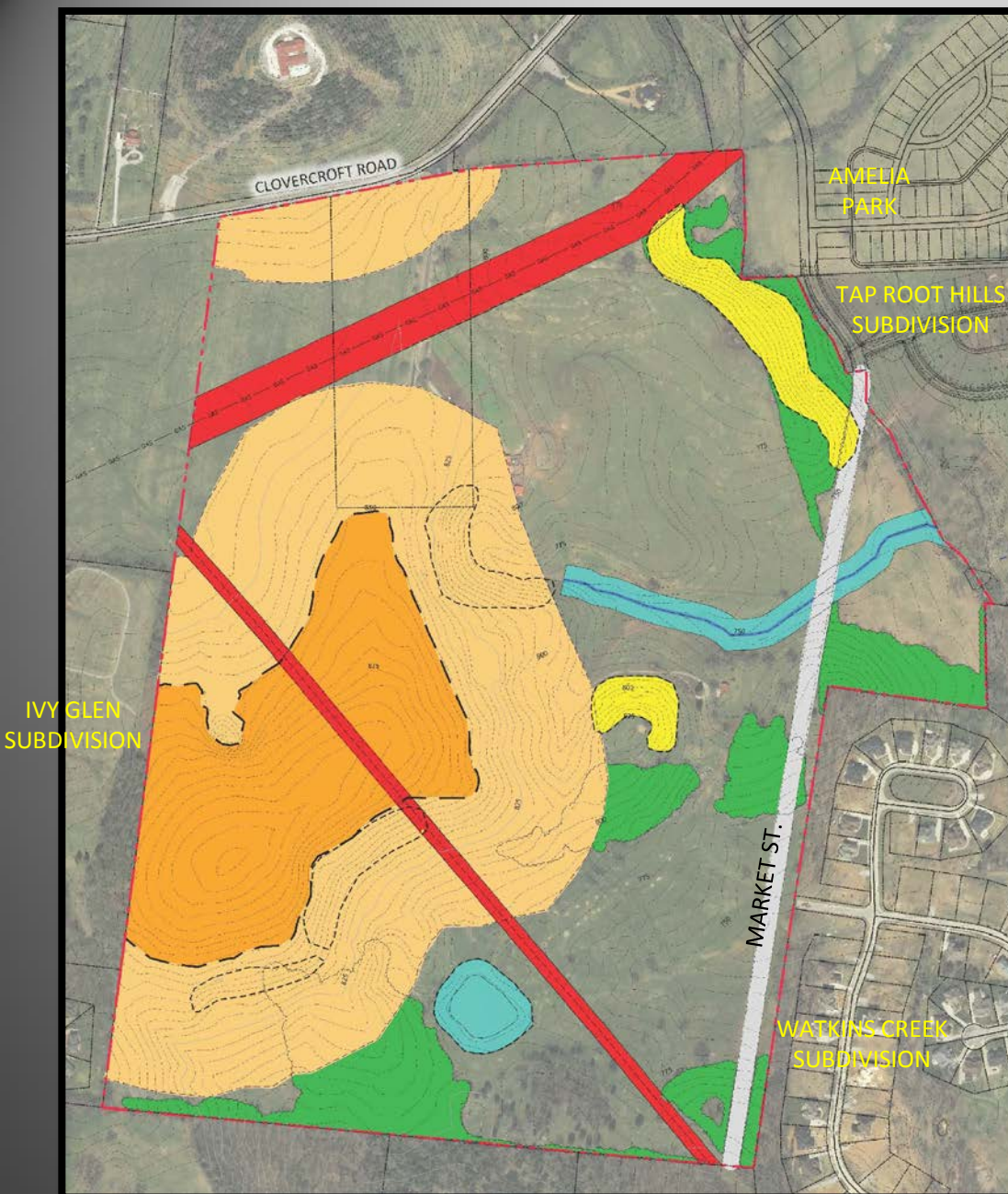


Legend

- Parcels
- Conservation
- Development Reserve
- Recreation
- Conservation
- Conservation Subdivision
- Large-Lot Residential
- Historic Residential
- Compact Residential
- Single-Family Residential
- Office Residential
- Mixed Residential
- Multifamily Residential
- Fifth Avenue North
- Main Street
- Neighborhood Mixed-Use
- Neighborhood Commercial
- Regional Commerce
- Industrial Flex
- City Limits
- Harpeth River
- Urban Growth Boundary

ENVISION FRANKLIN

- Single-Family residential neighborhoods
- Provide a range of single-family dwelling types and lots sizes
- Transition from the existing development patterns in adjacent neighborhoods
- New neighborhoods should have walkable, well-connected street systems that connect to surrounding neighborhoods
- Designed around natural features to highlight forested areas, hillsides and hilltops, and tree rows as accessible community amenities.



SITE DATA CHART:

Total Site Area:	+/- 229.4 acres
Existing Tree Canopy:	+/- 31.2 acres
• Required Canopy Preservation	+/- 16.8 acres (54%)
• Tree Canopy within Slopes, Buffers, Easements:	(+/- 9.7 acres)
• Required Canopy Preservation outside of Slopes, Buffers, Easements:	(+/- 7.1 acres)
Hillside Overlay:	(+/- 29.2 acres)
Hillside Overlay Buffer:	(+/- 65 acres)
Watercourse & Pond Buffers:	+/- 6.8 acres
Watercourse & Pond Buffers to be preserved:	(+/- 3.4 acres (50%))
Easements/Utilities:	(+/- 12.8 acres)
Slopes in Excess of 20%:	(+/- 12.0 acres)
Market Street R.O.W.:	(+/- 4.3 acres)
TOTAL UNENCUMBERED LAND:	+/- 95.60 acres

ENVISION FRANKLIN

•Alley Load Lot:

- Minimum Lot Width: 45 Feet
- Minimum Lot Area: 4,950 Square Feet

•Front Load Lot –Detached Garage To Rear

- Minimum Lot Width: 50 Feet
- Minimum Lot Area: 5,500 Square Feet

•Front / Side Load Lot

- Minimum Lot Width: 65 Feet
- Minimum Lot Area: 7,150 Square Feet

ZONING ORDINANCE*

•Alley Load Lot:

- Minimum Lot Width: 40 Feet
- Minimum Lot Area: 4,000 Square Feet

•Front / Side Load Lot

- Minimum Lot Width: 50 Feet
- Minimum Lot Area: 5,000 Square Feet

*** Larger or smaller setbacks, lot widths, lot frontages and lot sizes, beyond the range presented in this table, are permitted in cases where topographical or natural constraints exist, or where a particular design approach warrants a different setback subject to Subsection 2.4.2, Planned Unit Developments.**



SITE DATA

Site Area:	+/- 229.41 AC
Total Lots:	+/- 420
Density:	+/- 1.83 DU/AC
34' Alley Load:	+/- 50%
45' Alley Load:	+/- 7 %
65'-75' Front / Side Load:	+/-43%
Preserved Open Space:	+/- 120 Acres (52%)



























DISCUSSION:

Would you consider this Single – Family product type?

- **Proposed Alley Load Lot Size**

- 34' Wide x 120' Deep
- 4,080 Square Feet – Exceeds Minimum Area Per Zoning Ordinance

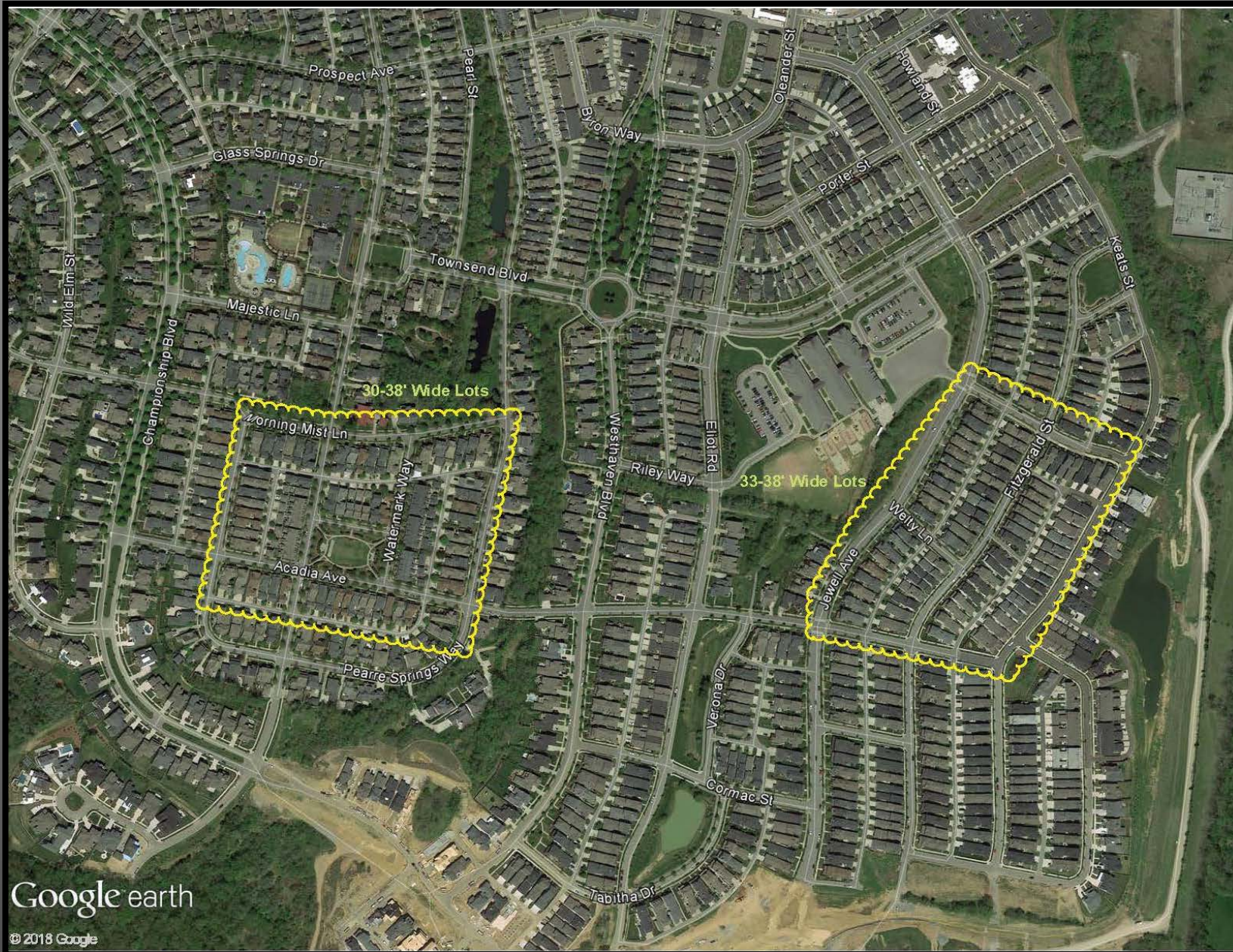
- Alley-loaded lots less than 45' wide have been built in Franklin.

* Larger or smaller setbacks, lot widths, lot frontages and lot sizes, beyond the range presented in this table, are permitted in cases where topographical or natural constraints exist, or where a particular design approach warrants a different setback subject to Subsection 2.4.2, Planned Unit Developments.



SITE DATA

Site Area:	+/- 229.41 AC
Total Lots:	+/- 420
Density:	+/- 1.83 DU/AC
34' Alley Load:	+/- 50%
45' Alley Load:	+/- 7 %
65'-70' Front / Side Load:	+/-43%
Preserved Open Space:	+/- 120 Acres (52%)

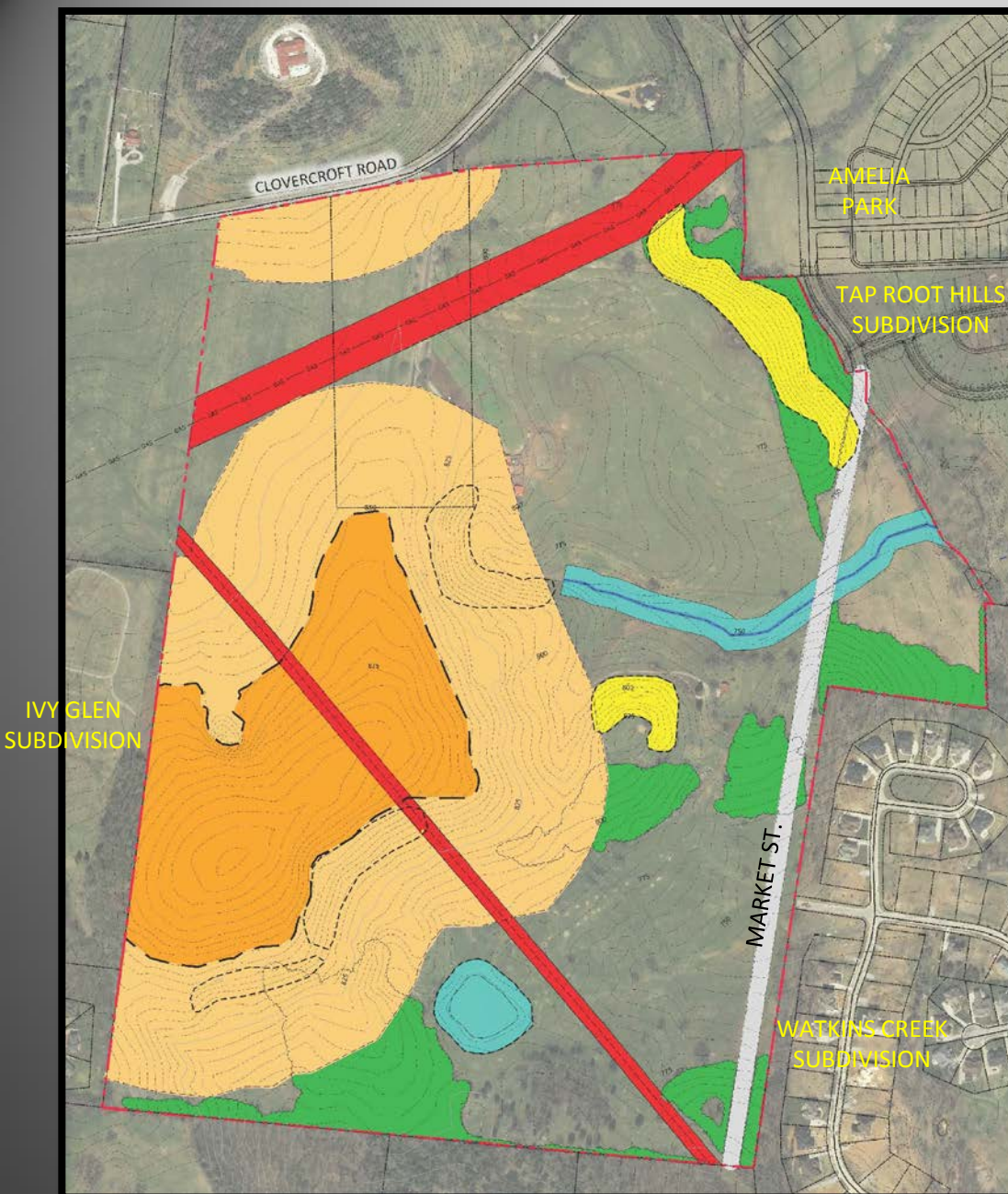


EXISTING EXAMPLES OF PRODUCT



SITE DATA

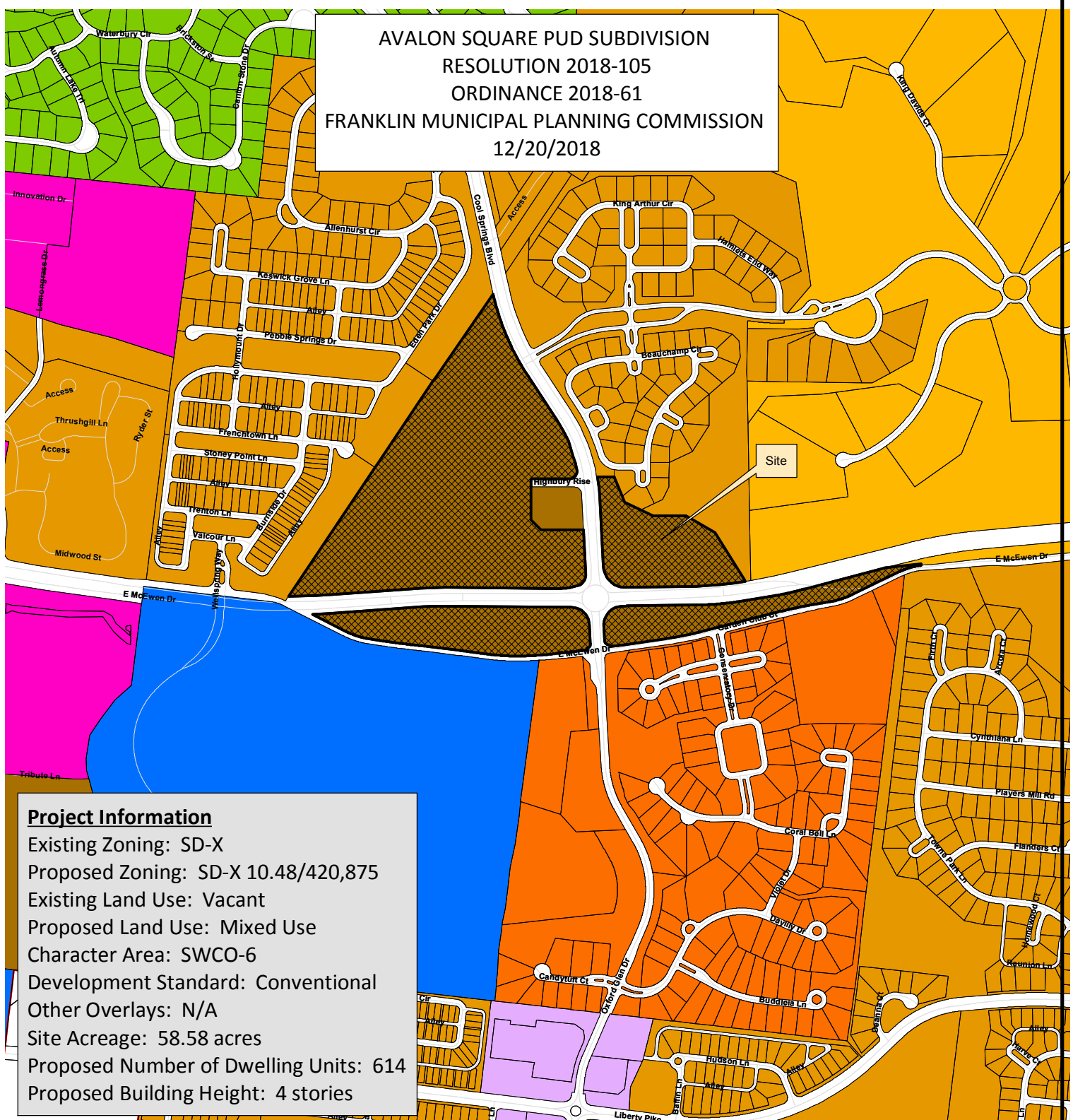
Site Area:	+/- 229.41 AC
Total Lots:	+/- 420
Density:	+/- 1.83 DU/AC
34' Alley Load:	+/- 50%
45' Alley Load:	+/- 7 %
65'-75' Front / Side Load:	+/-43%
Preserved Open Space:	+/- 120 Acres (52%)



SITE DATA CHART:

Total Site Area:	+/- 229.4 acres
Existing Tree Canopy:	+/- 31.2 acres
• Required Canopy Preservation	+/- 16.8 acres (54%)
• Tree Canopy within Slopes, Buffers, Easements:	(+/- 9.7 acres)
• Required Canopy Preservation outside of Slopes, Buffers, Easements:	(+/- 7.1 acres)
Hillside Overlay:	(+/- 29.2 acres)
Hillside Overlay Buffer:	(+/- 65 acres)
Watercourse & Pond Buffers:	+/- 6.8 acres
Watercourse & Pond Buffers to be preserved:	(+/- 3.4 acres (50%))
Easements/Utilities:	(+/- 12.8 acres)
Slopes in Excess of 20%:	(+/- 12.0 acres)
Market Street R.O.W.:	(+/- 4.3 acres)
TOTAL UNENCUMBERED LAND:	+/- 95.60 acres

AVALON SQUARE PUD SUBDIVISION
 RESOLUTION 2018-105
 ORDINANCE 2018-61
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 12/20/2018



Project Information

Existing Zoning: SD-X
 Proposed Zoning: SD-X 10.48/420,875
 Existing Land Use: Vacant
 Proposed Land Use: Mixed Use
 Character Area: SWCO-6
 Development Standard: Conventional
 Other Overlays: N/A
 Site Acreage: 58.58 acres
 Proposed Number of Dwelling Units: 614
 Proposed Building Height: 4 stories

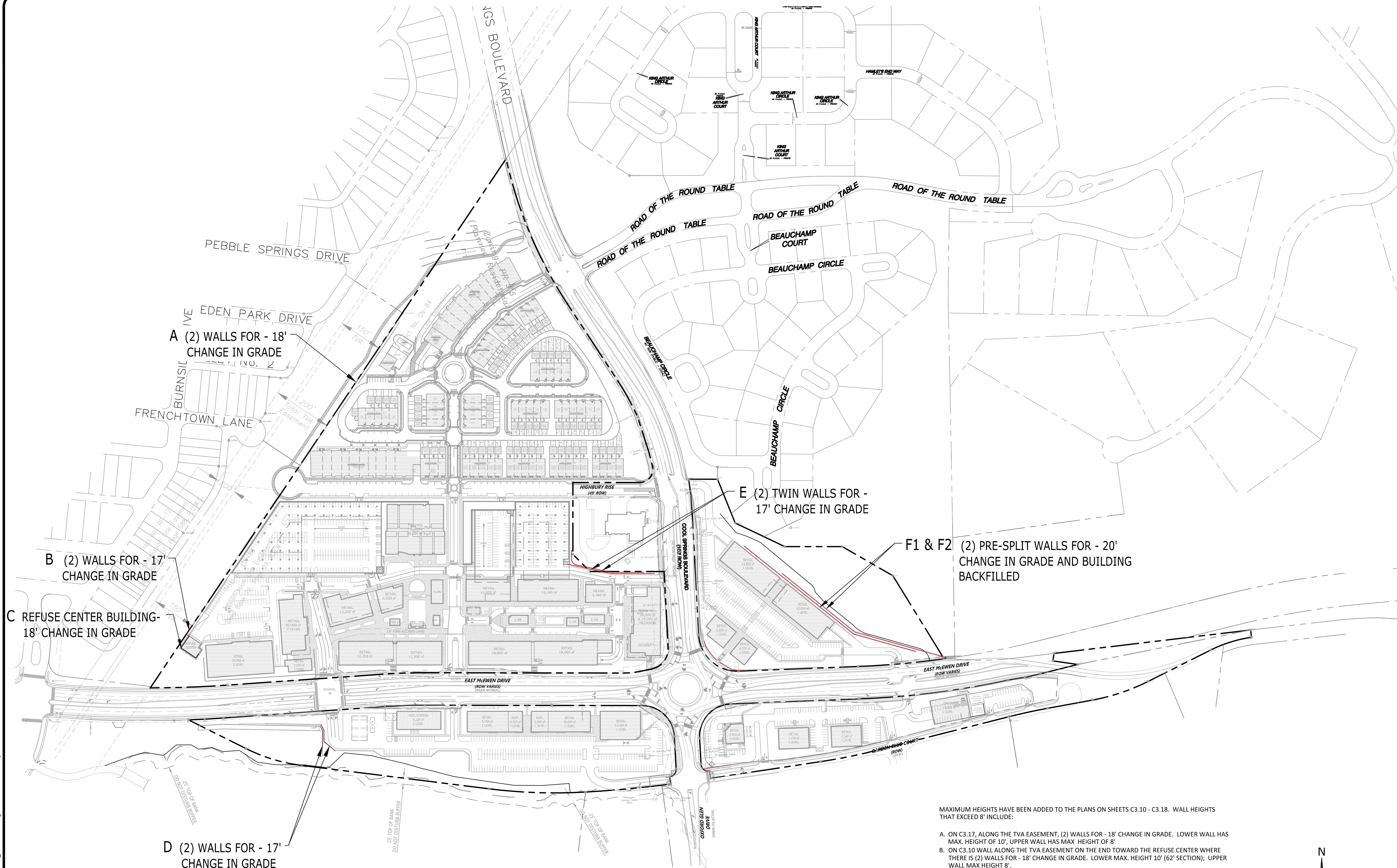
- | | |
|--|---------------------------------------|
| Avalon Square PUD | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
| R-2 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 |



0 375 750 1,500
 Feet

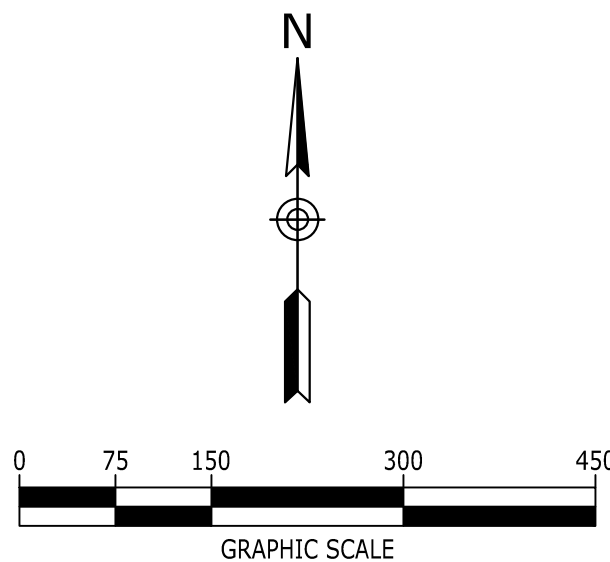
This map was created by the Franklin Planning Department.
 It was compiled from the most authentic information available.
 The City is not responsible for any errors or omissions contained hereon.
 All data and materials (c) copyright 2018. All rights reserved.

P:\2017\20171000\dwg\Exhibits\20171000_WALL EXH2.dwg-WALL EXHIBIT Dec 12, 2018 ehll

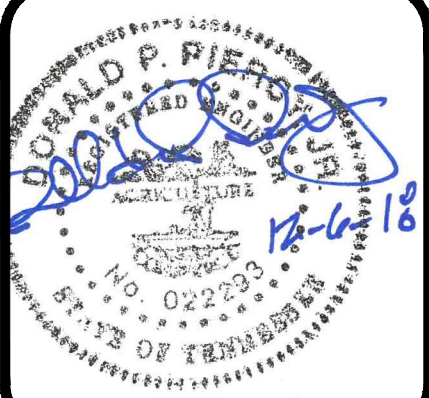


MAXIMUM HEIGHTS HAVE BEEN ADDED TO THE PLANS ON SHEETS C3.10 - C3.18. WALL HEIGHTS THAT EXCEED 8' INCLUDE:

- A. ON C3.17, ALONG THE TVA EASEMENT, (2) WALLS FOR -18' CHANGE IN GRADE. LOWER WALL HAS MAX. HEIGHT OF 10', UPPER WALL HAS MAX. HEIGHT OF 8'
 - B. ON C3.10 WALL ALONG THE TVA EASEMENT ON THE END TOWARD THE REFUSE CENTER WHERE THERE IS (2) WALLS FOR -18' CHANGE IN GRADE. LOWER MAX. HEIGHT 10' (62' SECTION); UPPER WALL MAX HEIGHT 8'
 - C. ON C3.10, THE REFUSE CENTER WALL - 18' CHANGE IN GRADE. (SINGLE FOUNDATION WALL)
 - D. ON C3.13 A SMALL SECTION OF THE WALL BETWEEN THE BIO-RETENTION AREA AND THE DRIVE INTO THE FUEL STATION THERE IS (2) WALLS FOR -17' CHANGE IN GRADE. LOWER WALL MAX. HEIGHT 9'; UPPER WALL MAX. HEIGHT 9'
 - E. ON C3.11 WALLS ALONG THE SOUTH SIDE OF THE FIRE STATION, WHERE THERE IS (2) TWIN WALLS FOR -17' CHANGE IN GRADE. LOWER WALL MAX. HEIGHT 10'; UPPER WALL MAX. HEIGHT 8'
 - F1. ON C3.15 AND C3.16 WHERE THE WALLS BEHIND THE PROPOSED DEVELOPMENT HAVE (2) WALLS FOR -20' CHANGE IN GRADE. BOTH WALL WILL HAVE A MAX. HEIGHT OF 12'. THE SITE WILL HAVE TWO WALLS BEHIND THE BUILDINGS AND THE REAR BUILDING WALLS WILL RETAIN.
 - F2. MATERIAL CHANGE REQUEST FOR WALLS TO BE PRE-SPLIT ROCK.
- PLANS REFERENCE THE TENNESSEE STATE PLANE COORDINATE SYSTEM, ZONE 5301, FIPZONE 4100; NAD 83 DATUM



PARKES DEVELOPMENT
GROUP, LLC.
105 REYNOLDS DRIVE
FRANKLIN, TN 37064
615.595.2400



FINAL MASTER DEVELOPMENT PLAN
AVALON FRANKLIN
FRANKLIN, TENNESSEE, 37067
WILLIAMSON COUNTY

NO.	DATE	DESCRIPTION
12.06.2018	FINAL MASTER DEVELOPMENT PLAN RE-SUBM.	
11.12.2018	FINAL MASTER DEVELOPMENT PLAN SUBMITTAL	
08.13.2018	DEVELOPMENT PLAN SUBMITTAL	
03.08.2018	PRE-APPLICATION SUBMITTAL	

DRAWING TITLE
WALL EXHIBIT

PROJECT NUMBER
20171000

DRAWING NUMBER
EXH

CONDITIONS OF APPROVAL:

Open Issues: 36 These issues are currently being filtered

Addressing

General Issues

182. Subdivision and Street Name Approval

lori.jarosz@franklintn.gov Applicant shall have all street names approved before site plan submittal. Submit to lori.jarosz@franklintn.gov

Engineering - PUD Plan Checklist

General Issues

40. F. Development Plan

jimmy.wiseman@franklintn.gov Improvements to the southern leg of the round-a-bout have been added to the scope of the City project. The development plan shall reflect the needed ROW of for these improvements.

85. F. Development Plan

jimmy.wiseman@franklintn.gov The applicant has requested the following improvements. Beside each improvement, a note has been added in this comment recognizing whether the request qualifies or is does not qualify for an offset agreement. All offset agreements must be approved by the Board of Mayor and Alderman in conjunction with the development plan. Estimates and itemized bid tabs shall be submitted to Engineering with the next submittal to proceed with the request.

1. Developer plans to appeal staff's decision that the traffic signal at Cool Springs Boulevard and Road of the Roundtable is not available for an offset agreement. Please see the attached Decel Lane and Median Exhibit and the Traffic Signal Estimate. **Does Not Qualify (Not on the Signal Master Plan)**
2. Developer plans to appeal staff's decision that the traffic signal on East McEwen Drive and the main entrance to Avalon Franklin is not available for an offset agreement. Please see the attached Decel Lane and Median Exhibit and the Traffic Signal Estimate. **Does Not Qualify (Not on the Signal Master Plan)**
3. Developer plans to appeal staff's decision that the 4 deceleration lanes to be constructed on Cool Springs Boulevard are not available for an offset agreement. 3 deceleration lanes are to be constructed. The 4th is already constructed at Cool Springs Boulevard and Highbury Rise (Provide 125 of storage per Traffic Impact Analysis). Please see the attached Decel Lane and Median Exhibit and the Decel Lanes Cool Springs Boulevard (Lanes #5, #6, and #9) itemized estimates. **Does Not Qualify (Only benefits the development and required by Traffic Impact Analysis)**
4. Developer plans to appeal staff's decision that the 6 deceleration lanes to be constructed on East McEwen Drive are not available for an offset agreement. Please see the attached Decel Lane and Median Exhibit and

the Decel Lanes East McEwen (Lanes #1, #2, #3, #4, #7, & #8) itemized estimates. **Does Not Qualify (Only benefits the development and required by Traffic Impact Analysis)**

5. Developer requests offsets for required turn lane and median modification on Cool Springs Boulevard. See attached Decel Lane and Median Exhibit and the Median Cool Springs Boulevard estimate (Median #10). **Does Not Qualify (Only benefits the development and required by Traffic Impact Analysis)**
6. Median Closure on East McEwen Drive. Please see attached Exhibit and the Medians East McEwen Drive (Median #12) itemized estimate. **Qualifies**
7. Developer requests offsets for median modification on East McEwen Drive. See attached Decel Lane and Median Exhibit and the Medians East McEwen estimate (Median #13). **Qualifies**
8. Developer requests offsets for required turn lane. See attached Decel Lane and Median Exhibit and the Median Oxford Glen Drive estimate (Median #11). **Does Not Qualify (Only benefits the development and required by Traffic Impact Analysis)**
9. Developer requests offsets for median modification on Oxford Glen Drive. See attached Decel Lane and Median Exhibit and the Median Oxford Glen Drive estimate (Median #11). **Qualifies**

City Staff will prepare a memo to the Board of Mayor and Alderman reflecting the applicant's request and Staff's position.

86. F. Development Plan

jimmy.wiseman@franklin.tn.gov **This is an advisory comment.** All City of Franklin specifications, guidelines and ordinances must be adhered to at the site plan stage. No exceptions will be allowed based on entitlements if our regulations cannot be met in the construction plan set. No additional modification of standards shall be granted during site plan. The applicant must come back to the Board of Mayor and Alderman in order to request any additional modification of standards.
[Edited By Jimmy Wiseman]

89. ROW Dedication

joe.marlo@franklintn.gov After further discussion with City of Franklin Engineering Staff, Applicant to revise drawings as follows:

1. Replace "ROW Dedication" labels on the drawings with "Future ROW"
2. Add the following note to the drawings:

"Future ROW shown on drawings shall be dedicated or reserved as follows:

1. *Future ROW required for the development of Avalon Square, along Garden Club Court, and improvements required by the Traffic Impact Study shall be dedicated to the City of Franklin at the time of construction of the improvements by final plat.*
2. *Future ROW required for City Capital Improvement Projects (East McEwen Drive Phase 4 Improvements and East McEwen Drive Roundabout) shall be reserved."*

96. Work within TVA Easement

joe.marlo@franklintn.gov *The following comment is a Reminder to COF Staff, but does not hinder approval of the Development Plan.*

Advisory Comment: With the Site Plan submittal, Applicant will be required to provide documentation from Ashton Park HOA and TVA showing they have no exceptions to the work proposed within their open space / easement.

112. F. Development Plan

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

All streets, both public and private, shall be evaluated at the site plan stage against the City of Franklin Street Standards and the typical sections approved in this development plan. Dimensions shown on the horizontal plan view are considered conceptual in nature and are not to be considered approved. At the site plan stage, all streets not meeting City of Franklin dimensional standards shall require an exception to the Street Standards to be approved by the Engineering Department.

[Edited By Kevin Long]

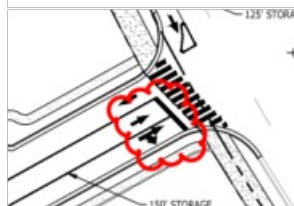
132. Traffic Impact Analysis

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

Applicant to modify the intersection of Cool Springs Boulevard and Road of the Round Table (C2.18) to incorporate the results of the TIA, including the following:

1. Correct lane markings, including left turn lane arrow. Stop bar to be perpendicular to curb/gutter.

1. The project access should be constructed to include one entering lane and two exiting lanes, striped as a separate left turn lane and a shared through/right turn lane. Each of these turn lanes should include at least 150 feet of storage.



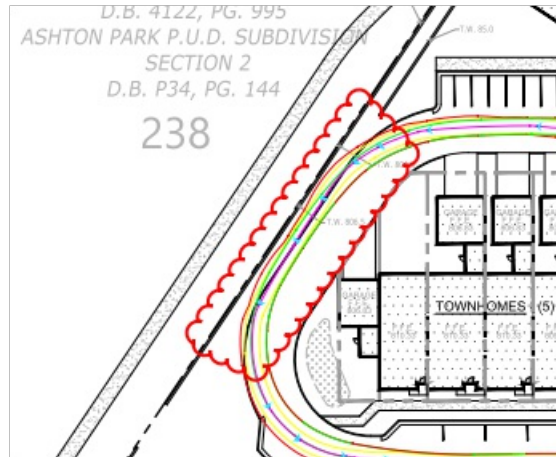
carlb@franklin.tn.gov

The applicant is hereby notified that according to the TIA, that build-out of the development as proposed is projected to create **failure of traffic flow** at the McEwen Drive roundabout during both the AM and PM peak hours, even with the COF proposed improvements to the roundabout. COF Engineering staff expects to bring this issue to the attention of the FMPC for their consideration.

136. Autoturn

joe.marlo@franklin.tn.gov

Applicant to correct the Autoturn on C4.17 such that the apparatus wheels are always on pavement.

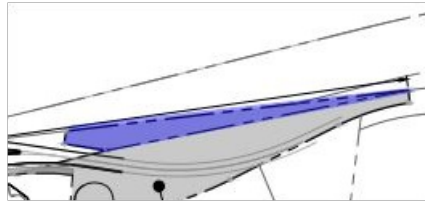


139. ROW Dedication

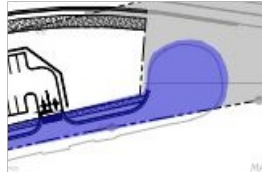
joe.marlo@franklin.tn.gov

Applicant to revise the areas of Future ROW in the southeast quadrant as indicated below.

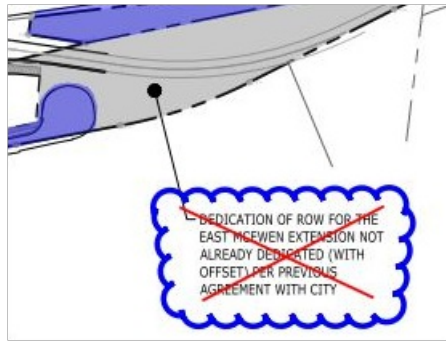
1. Show 'Future ROW' for the McEwen Extension. (C4.0, 4.15)



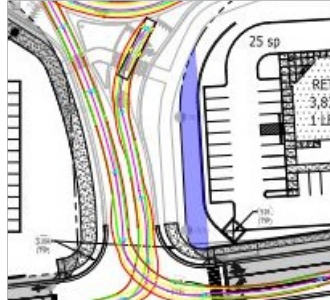
2. Show 'Future ROW' extending 2 feet beyond back of curb at the existing cul-de-sac in Garden Club Court. (C4.0, 4.15)



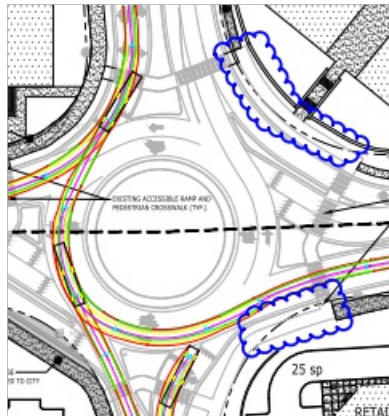
3. Remove note clouded below, and remove dedicated ROW between the cul-de-sac and that needed for the McEwen Extension. (C4.0, 4.14)



4. Show 'Future ROW' for the 12 feet needed for the additional lane at the south leg of the roundabout, per the TIA review. (C4.0, 4.14)



5. Show "Future ROW" for the sidewalks clouded below at the E. McEwen Drive / Cool Springs Blvd Intersection. (C4.14)



140. Gas Line Easement

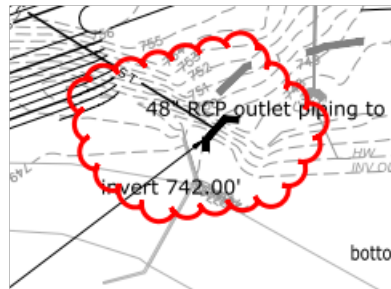
joe.marlo@franklin.tn.gov The gas line has been shown to be relocated to be within Garden Club Court. The following is an Advisory Comment, **but does not hinder approval of the Development Plan.**

Advisory Comment: At Site Plan, the Applicant will be required to show the full width of Garden Club Court milled and overlaid along the length of the relocated gas line.

147. Stream Buffer

joe.marlo@franklin.tn.gov The top of bank and stream buffer have been revised (thank you).

Applicant to remove 48" RCP outlet from stream buffer. (C3.12)



149. Storm Infrastructure

joe.marlo@franklin.tn.gov Comment to remain open as a reminder to COF Staff, but **does not hinder approval of the Development Plan.**

At the Site Plan stage, Applicant to shift the proposed junction box clouded below to be out of the turn lane. (C3.13). Additionally, the 54" RCP should be directed to discharge more parallel to the retaining walls adjacent to the bioretention areas instead of perpendicular, as schematically shown in the sketch above.

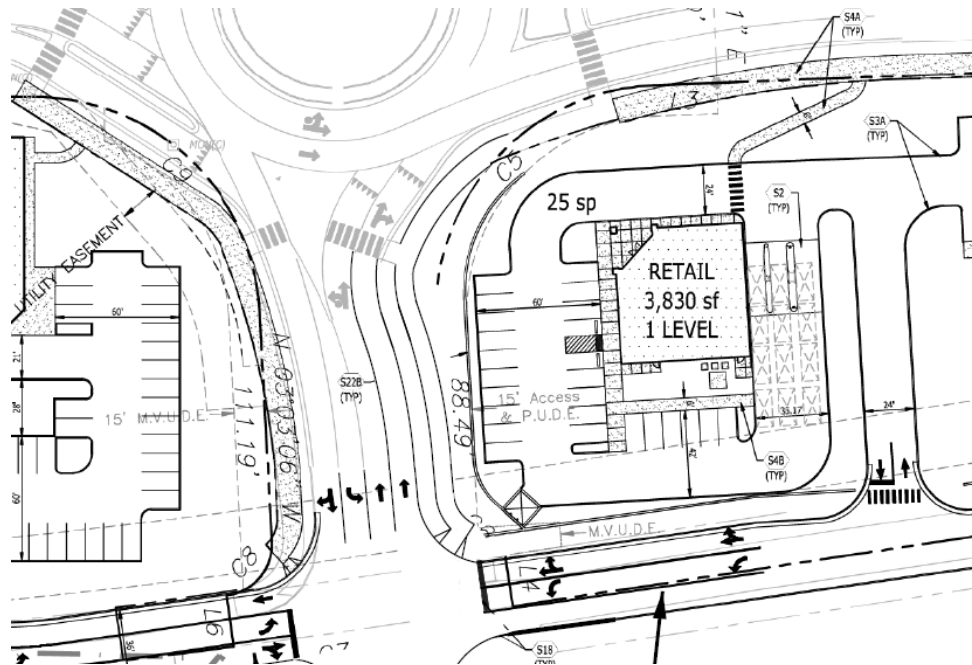
150. Sight Distance

joe.marlo@franklin.tn.gov The following is an Advisory Comment, **but does not hinder approval of the Development Plan.**

Advisory Comment: Several walls adjacent to intersections are shown on the Development Plan. At Site Plan, the Applicant will be required to show sight triangles showing that the walls do not interfere with intersection sight distance.

154. F. Development Plan

Per the third-party review of 12-11-18 as uploaded into IDT, the development impacts on the south leg of the roundabout (northbound Oxford Glen Drive) extend to approximately 500 feet south of Garden Club Court. This result indicates a recommended second northbound through lane from that point into the slip lane just south of the roundabout. Due to the constraints of making this improvement in the off-site portion of Oxford Glen Drive to the south of Garden Club Court, the applicant shall provide future ROW for adding the second lane widening of Oxford Glen Drive only between Garden Club Court and the slip lane just south of the roundabout. The applicant shall redesign the development layout on this frontage of Oxford Glen Drive accordingly to accommodate this widening, similar to that shown below.



[Edited By Carl Baughman]

155. F. Development Plan

This is an advisory comment and does not hinder the approval of this development plan.

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

159. Street Sections

joe.marlo@franklin.tn.gov Comment not adequately addressed. TND-1 section added does not appear applicable. No sections have been provided for private streets and alleys. Plan layouts do not appear to match the street sections provided.

Applicant to supplement the street section on Sheet C2.12 to include all street sections proposed in the development, including alley sections and street sections with and without on-street parking. Provide street names associated with each section. Revise streets / alleys shown on plan such that they match the street sections provided.

170. H. Stormwater Management Plan

lance.fittro@franklin.tn.gov The previous comment has largely been addressed (thank you), but the box shown below which persists on sheet C3.18 shall be removed:

BIOFILTRATION AREA
3' BOTTOM WIDTH
3:1 SIDESLOPES
1.5% SLOPE
(80% TSS REMOVAL)
FLOW CAPACITY:
Q actual = 13.3 cfs
Q capacity = 27.1 cfs

and another reference to TSS removal requirements remains in the narrative on sheet C3.01:

NORTHWEST RESIDENTIAL BLOCK
THE NORTHWEST RESIDENTIAL BLOCK OF THE DEVELOPMENT INCLUDES THOSE PORTIONS NORTH OF MCEWEN AND WEST OF COOL SPRINGS AND NORTH OF THE PRIVATE DRIVE. THE NORTHWEST RESIDENTIAL BLOCK CONSISTS OF A LARGE PORTION OF THE OVERALL DEVELOPMENT AND WILL UTILIZE SEVERAL GREEN INFRASTRUCTURE PRACTICES (GIP)S, INCLUDING BUT NOT LIMITED TO THOSE LISTED, TO ACHIEVE THE REQUIRED ~~82% TSS REMOVAL~~ BY COF. GENERALLY, SEVERAL DISTINCT BIORETENTION AREAS WILL BE STRATEGICALLY LOCATED TO BREAK THE SITE INTO SMALLER WATER QUALITY BASINS, AS WELL AS AREAS OF

Applicant shall revise the narrative for the Northwest Residential Block to read "0.18 Effective RV" rather than "82% TSS Removal".

[Edited By Lance Fittro]

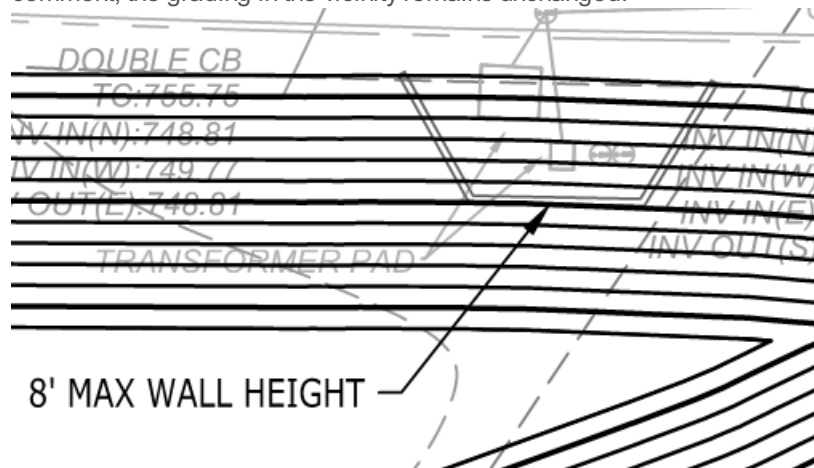
172. I. Utility Plan

lance.fittro@franklin.tn.gov Applicant shall coordinate all necessary utility relocations and easement encroachments with the utility providers and reflect the necessary details on the construction plans submitted at Site Plan. All utilities, including those of non-City entities (including TVA, Mallory Valley Utility District, Atmos Gas, Middle Tennessee Electric Membership Corporation) shall be shown on the submitted Site Plan, and any necessary revisions or relocations required reflected on the plans. It should be understood that substantial revisions to the layout of the development to accommodate utility impacts at the Site Plan stage may necessitate a revision to the Development Plan.

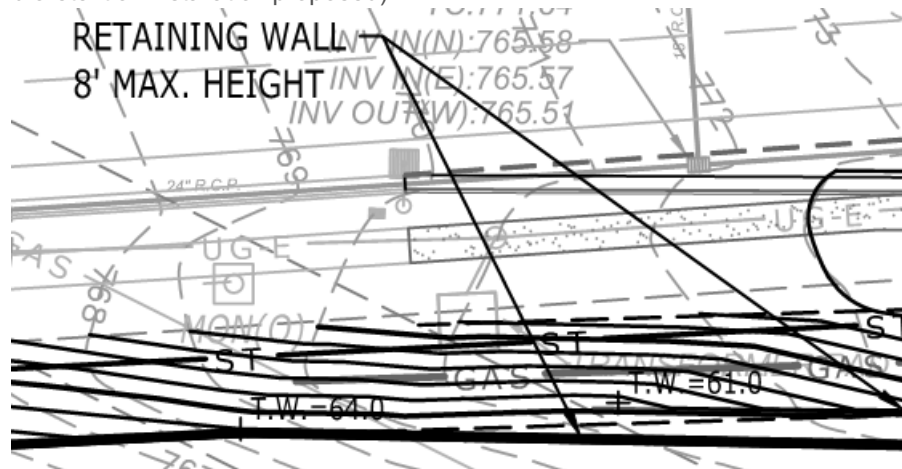
173. G. Grading Plan

lance.fittro@franklin.tn.gov

While a wall has been added around the transformer pad to address the previous comment, the grading in the vicinity remains unchanged:



A similar issue persists with the next transformer pad to the east (adjacent to the large bioretention installation proposed):



These issues can be addressed in detail at Site Plan stage, but applicant shall be aware that any existing City infrastructure shall be protected from impacts by the proposed grading and development. Any proposed relocation or modification of public infrastructure shall require approval of the City Engineer.

175. Easements

joe.marlo@franklin.tn.gov

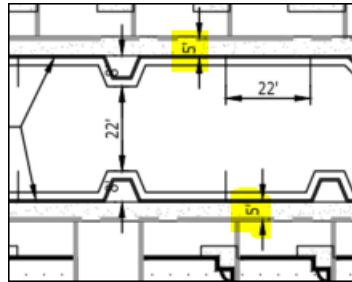
The following is a new comment due to new information shown.

Applicant to show the easements immediately to the west of the development, including the TVA easement, on Sheets C2.0 and C2.17, similar to that shown on the previous submittal.

176. Sidewalk Width

joe.marlo@franklinn.gov *The following is an Advisory Comment, **but does not hinder approval of the Development Plan.***

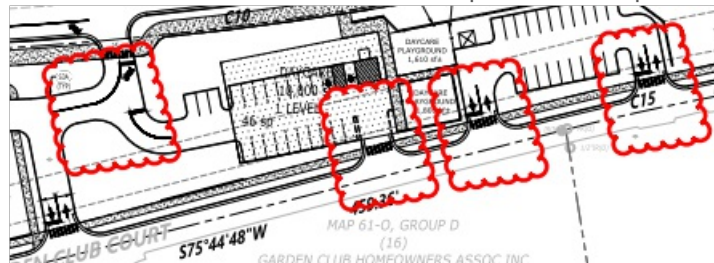
Advisory Comment: At Site Plan, the Applicant will be required to revise sidewalks immediately adjacent to on-street parking spaces to have a minimum width of 7 feet. (C2.17, C2.18)



179. Site Plan

joe.marlo@franklinn.gov *The following is an Advisory Comment, **but does not hinder approval of the Development Plan.***

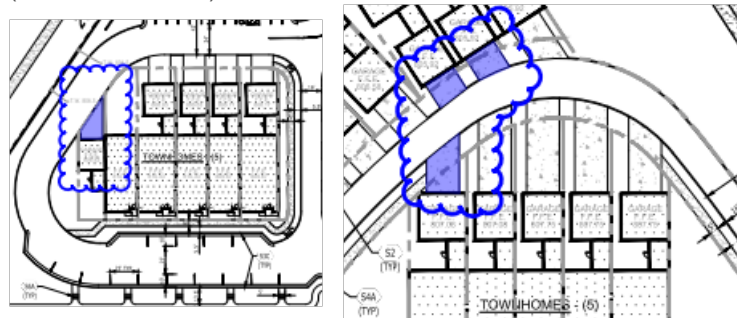
Advisory Comment: At Site Plan, the Applicant will be required to revise the drives and accesses clouded below to meet Street Specification requirements. (C2.15)



180. Driveway Length

joe.marlo@franklinton.gov The following is an Advisory Comment, **but does not hinder approval of the Development Plan.**

Advisory Comment: At Site Plan, the Applicant will be required to revise driveways such that all portions of driveway lengths are either 5 feet or less, or 20 feet or more, from the edge of pavement to the face of garage, including those highlighted below. (C2.17 and C2.18)



Fire-Planning

General Issues

101. Connectivity

josh.king@franklintn.gov The applicant is providing a connection to the edge of the property for an extension of Highbury Rise as a pedestrian, emergency gate, or full vehicular connection should the residents of Ashton Park or the BOMA desire to make this connection.

107. Fire Protection

andyk@franklintn.gov Thank you. This is much clearer. I met with MVUD and our concept for this site differs greatly from what you have shown. Please expect more public mains, connectivity to Frenchtown Lane, public hydrants, and fire meters to serve such a large project. Additionally, any private fire line will need to meet the requirements of NFPA 24 and have indicating valves (PIVs) where appropriate.

165. On-Street Parking

andyk@franklintn.gov Thank you. We will confirm the 6.5' parking lane(s) is acceptable with engineering.

General Issue

[20171000_2018-03-08_AVALON FRANKLIN SUBMITTAL.pdf](#)

74. MVUD Application

bnutt@mvud.org MVUD understands the desire to wait until the approval for the development plan. MVUD cautions that the current plan does not reflect the water layout that will be required by MVUD. The current plan shown does not reflect the correct pipe sizing and easement locations onsite and offsite that will be required to serve this property. Developer will be required to follow MVUD design specifications including the requirement of Exclusive easements.

Parks

General Issues

20. Parkland information

kevinl@franklintn.gov The attachment was presented by email to Josh King from Craig Baucom referring to the 172 units previously approved.

Proposed Zoning		Avalon Square		Site Statistics		
Gross Density						
	Total Acres	Residential		Commercial		
		Total Units	Units/Acre	Total SF Bldg	Actual FAR	Allow FAR
Lot 1 - Townhome Section (PC)	16.55	106				
Lot 2 - NW Corner (PC) (169,500 sf Retail / 85,350 sf Office)	19.86	66		254,850	0.348	
Lot 3 - NE Corner (PC)	7.58			37,000	0.116	
Lot 5 - SW Corner (PC)	8.54			50,000	0.139	
Lot 4 - Dedicated Fire Hall	1.76					
Lot 7 - Dedicated Police Station - Dedicated Roads	0.74 10.97					
Totals	66	172	2.61	341,850	0.119	0.6
Lot 6 - SE Corner (NC)	3.54			23,300	0.15	0.3
Lot 8 - SE (NC)	1.83			0	0.000	0.3

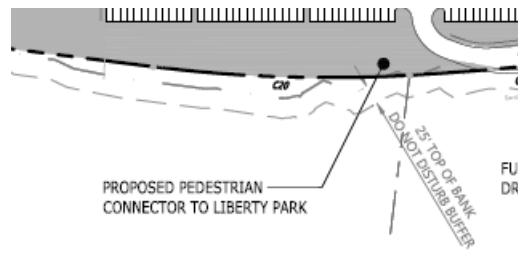
Residential Net Density

Proposed Net Density for the residential portion of the project is calculated by subtracting proposed Open space and ROW from the total development.

131. Parkland information

kevinl@franklintn.gov

There is still a reference to the connection on page C2.0. Please remove the comment.



Parks-The connection point at which you are wanting to enter the Liberty Park property will not work for Parks. The design of hole 3 of the disk golf course will be impacted with this access. To make a connection to this park would take a large bridge and would be intrusive to the park currently. At this time, Parks will not support the MOS for the connection as you have sidewalk connection to the park currently. Fees shall be required for the total amount. When the next phase of Liberty is being considered, a connection point can be discussed and incorporated with this phase of construction.

[Edited By Kevin Lindsey]

Planning

General Issues

178. Architecture

amy.diaz-
barriga@franklintn.gov

It is our understanding that the refuse center at the southwest corner of the development is to be a fully enclosed building, and not merely a screen wall as depicted in the plans. As such, the applicant shall change this label to reflect their design intent.

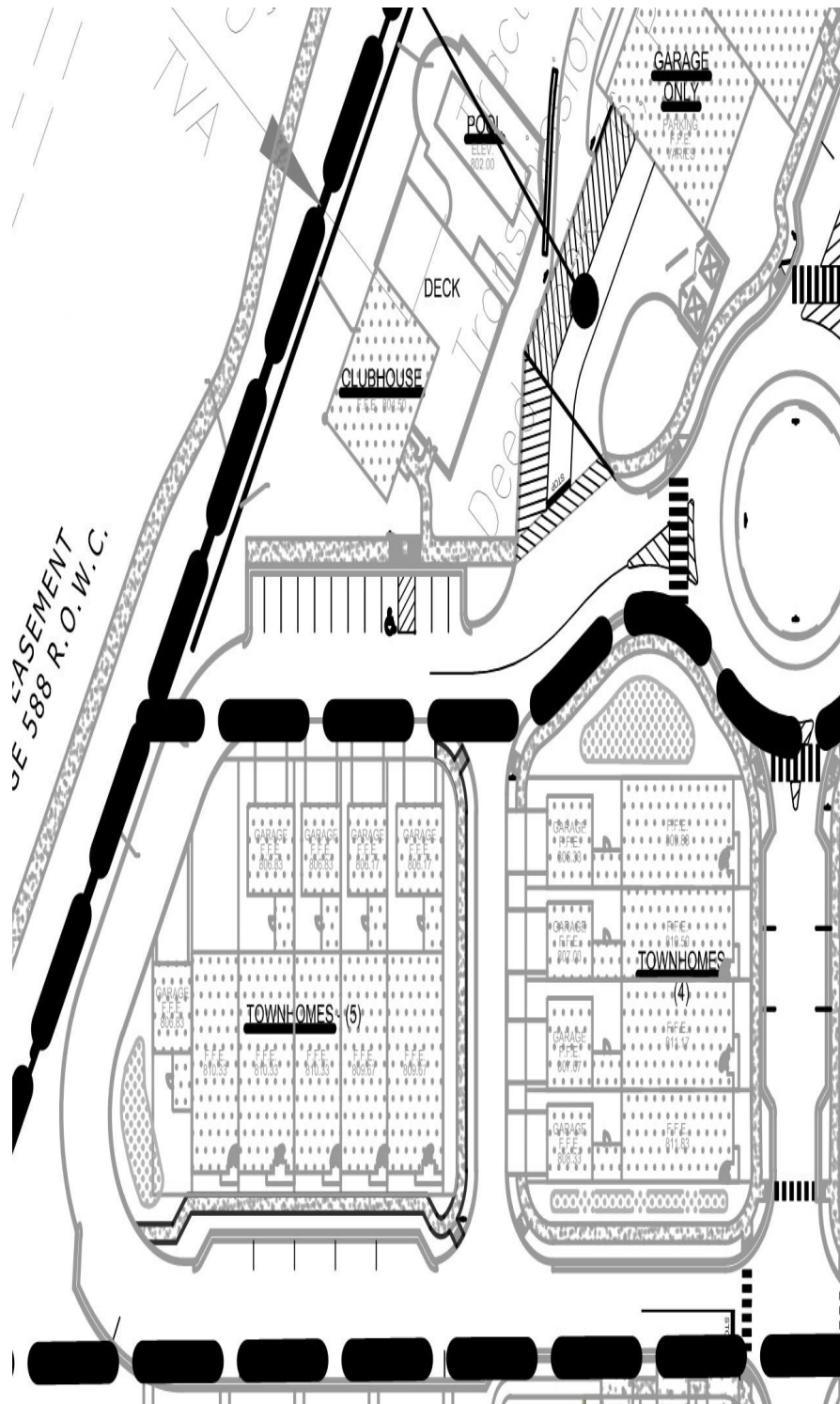
The applicant shall also be aware that this building will require elevations at site plan, meeting the standards of section 5.3.6 of the Zoning Ordinance.

183. Townhome Section

josh.king@franklintn.gov

To be addressed at site plan

This section of townhomes is not approvable as designed. Applicant shall provide an alley type cross section for the area behind the townhomes and the future pool complex or redesign this area to meet COF standards for multifamily.



Stormwater

General Issues

158. Installation

ellen.moore@franklintn.gov *This comment is an advisory comment and does not hide PUD approval.*

Stormwater Management features that serve multiple phases shall be installed within the infrastructure site plan or with the first site plan within the contributing drainage area of the stormwater management features. Sureties pertaining to the stormwater features shall not be released until all contributing drainage area is built out and stabilized.

[Edited By Ellen Moore]

160. Riparian Buffer

jeff.willoughby@franklintn.gov As explained both in a meeting with City staff, and an email sent to the applicant on November 19, 2018, a stream buffer variance submittal will be required due to the turn lanes encroaching into the 25' stream buffer. This shall be submitted and approved prior to development plan approval.

181. Permits

Doug.Noonan@franklintn.gov Advisory comment: All TDEC permits appear to be expired/inactive. All construction activity shall be covered under an active CGP NOC and any stream alterations shall covered under an active ARAP NOC

Water/Sewer

General Issues

83. Sanitary sewer Availability

ben.mcneil@franklintn.gov *****This comment is to remain open until the issue with the offsite sanitary sewer solution has been agreed upon and a plan in place.*****

The City of Franklin Water Management department is currently finalizing the extent of offsite requirements for approvals of the development plan. There will be sanitary sewer upgrades required and identifying the proportionate share for the applicant is a priority. The applicant will be required to meet with Franklin Water Management to review the findings as soon as they have been completed. The development plan cannot move forward to one stop until all offsite agreements have gone to BOMA and approved. The applicant shall contact Ben McNeil or Scott Andrews for questions. (615) 794-4554









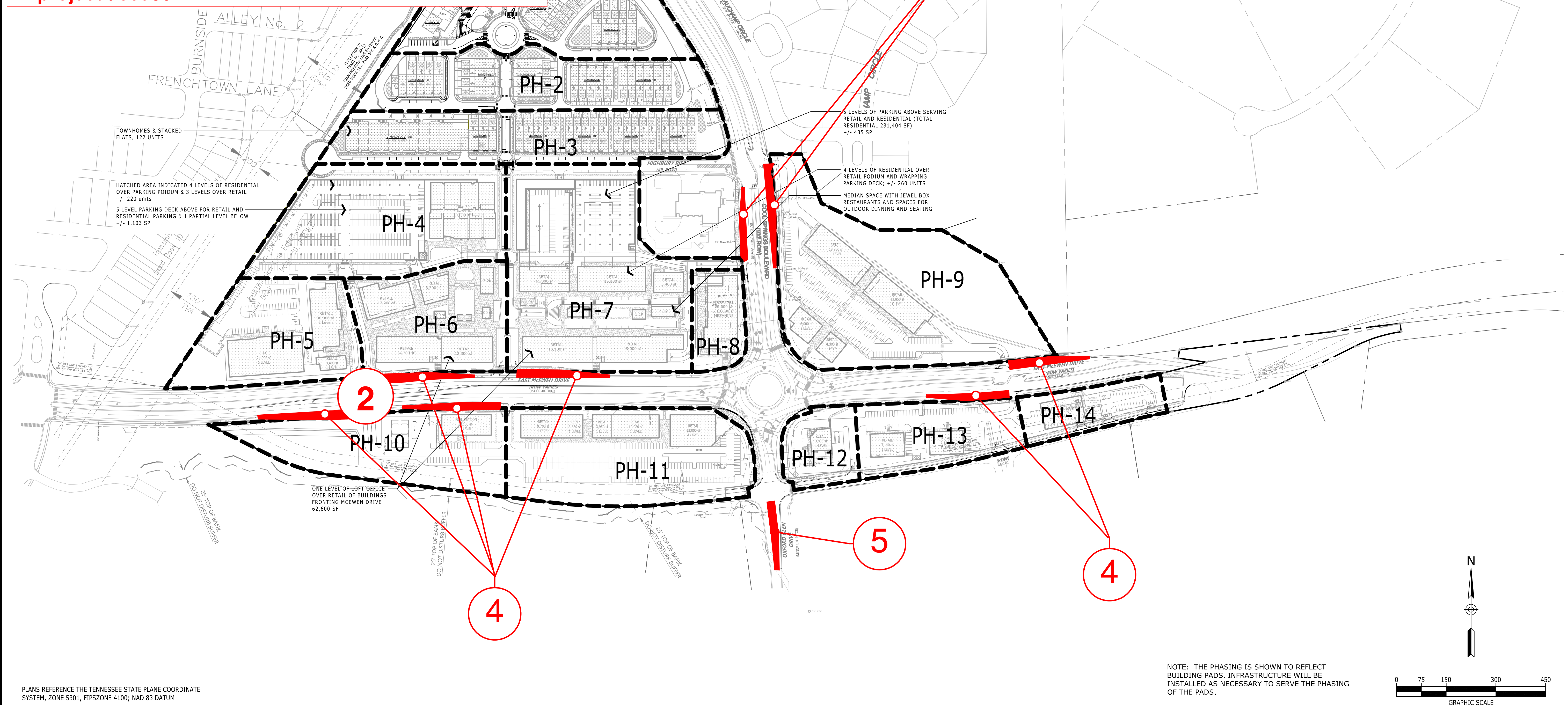


EXHIBIT FOR IMPROVEMENTS REQUESTED FOR OFFSET THAT **DO NOT QUALIFY**

1. The traffic signal at Cool Springs Boulevard and Road of the Roundtable.
2. The traffic signal on East McEwen Drive and the main entrance to the development.
3. Three deceleration lanes are to be constructed on Cool Springs Blvd. The turn lanes are required in the traffic impact analysis and only serve the development.
4. Six deceleration lanes are to be constructed on East McEwen Drive.
5. The median modifications on Oxford Glen at the project access.

PHASING SCHEDULE		
PHASE	COMMENCE CONSTRUCTION	COMPLETE CONSTRUCTION
1	2022	2024
2	2021	2023
3	2019	2021
4	2019	2021
5	2019	2021
6	2019	2021
7	2022	2024
8	2022	2024
9	2021	2023
10	2019	2020
11	2019	2020
12	2020	2021
13	2020	2021
14	2020	2021

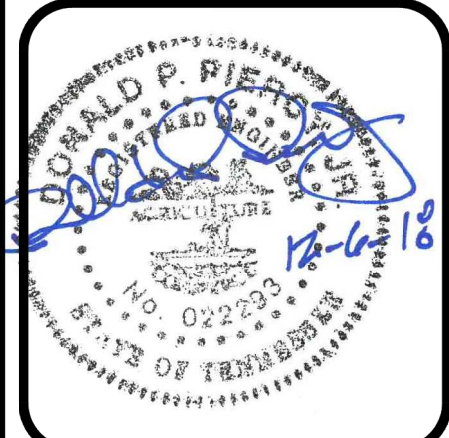
NOTE: NUMBERS PROVIDED ARE PHASE NUMBERS,
NOT LOT NUMBERS AND ARE NOT NECESSARILY
NUMBERED IN ORDER OF CONSTRUCTION.



Catalyst
DESIGN GROUP

5016 CENTENNIAL BLVD., SUITE 200, NASHVILLE, TN 37209
(615) 866-2410 | WWW.CATALYST-DG.COM

**PARKES DEVELOPMENT
GROUP, LLC.**
105 REYNOLDS DRIVE
FRANKLIN, TN 37064
615.595.2400



FRANKLIN, TENNESSEE, 37067
WILLIAMSON COUNTY

NO.	DATE	DESCRIPTION
	12.06.2018	FINAL MASTER DEVELOPMENT PLAN RE-SUBM.
	11.12.2018	FINAL MASTER DEVELOPMENT PLAN SUBMITTAL
	08.13.2018	DEVELOPMENT PLAN SUBMITTAL
	03.06.2018	PRE-APPLICATION SUBMITTAL

DRAWING TITLE

OVERALL
PHASING PLAN

PROJECT NUMBER
20171000

ING NUMBER

C2.01



**Parkes
Development
Group, LLC**
A PARKES COMPANY

105 Reynolds Drive / Franklin, TN 37064-2926 / 615-595-2400 / 615-595-2475 Fax / www.parkescompanies.com



February 12 2019

Board of Mayor and Aldermen
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Sent Via Email

Re: Consideration of Draft Road Impact Fee Offset for Avalon Square PUD Subdivision (COF Contract 2019-003)

Parkes Development Group representing Avalon Squared, LLC respectfully requests the Board of Mayor and Aldermen consider granting road impact fee offsets that Staff has recommended as “would not qualify” to Avalon Franklin for work required on Cool Springs Boulevard, East McEwen Drive and Oxford Glen Drive.

Background

In 2005 the originally approved Avalon Square Development Plan would have generated Road Impact Fees in the amount of \$1,395,436.85. In 2018, based on the updated fee schedule and including Collectors, the originally approved Avalon Square Development Plan would have generated \$5,061,615.41. The 2018 FMPC approved Avalon Franklin Development Plan is anticipated to generate **\$7,764,370.31** in Road Impact Fees.

On April 30, 2007 Avalon Squared, LLC entered into “Agreement for Completion of Roadway Improvements” related to the dedication of right-of-way and construction of Cool Springs Boulevard extension, East McEwen Drive, and Oxford Glen Drive. The planned improvements were completed and the City of Franklin agreed to “Road Impact Fee Offset Agreement COF Contract No. 2017-0283 Amendment 1” allowing the Developer **\$2,969,432.32** for Arterial and Collector offsets.

As part of the Avalon Franklin Development Plan submittal to the FMPC, Parkes Development Group submitted a traffic impact analysis which recommended median closures, deceleration lanes and traffic signals be constructed. City Staff determined that median closures on East McEwen Drive and Cool Springs Boulevard benefit vehicular traffic and qualify for a road impact fee offset in the amount of **\$196,660.76**.



Building Solutions. From the Ground Up!

Reasoning

Parkes Development Group believes that the arterial roadway improvements recommended by the approved traffic impact study benefit both Cool Springs Boulevard, East McEwen Drive, and Oxford Glen Drive vehicular traffic, and not the development project solely. The nine required deceleration lanes will remove traffic from, and relieve congestion on both arterial roadways, and warranted traffic signals will provide metering for the round-a-bout allowing better flow through the intersection, while the median improvements at Oxford Glen Drive will allow Garden Cub residents safer access to and from their neighborhood.

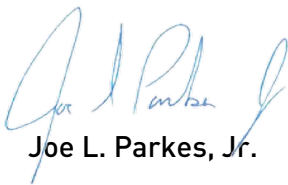
Request

The total December 2018 estimated cost for both warranted traffic signals, the nine deceleration lanes, and the Oxford Glen median improvement is **\$1,437,454.45**. Parkes Development Group respectfully requests that the Board of Mayor and Aldermen apply this additional amount to the Staff recommended amount of **\$196,660.76** to the Road Impact Fee Offset Agreement 2019-003 for a total of **\$1,634,115.21**. This would leave a remaining non-offset Road Impact Fee of \$3,160,822.78 available to the City of Franklin.

Thank you for your consideration.

Best regards,

Parkes Development Group, LLC



Joe L. Parkes, Jr.



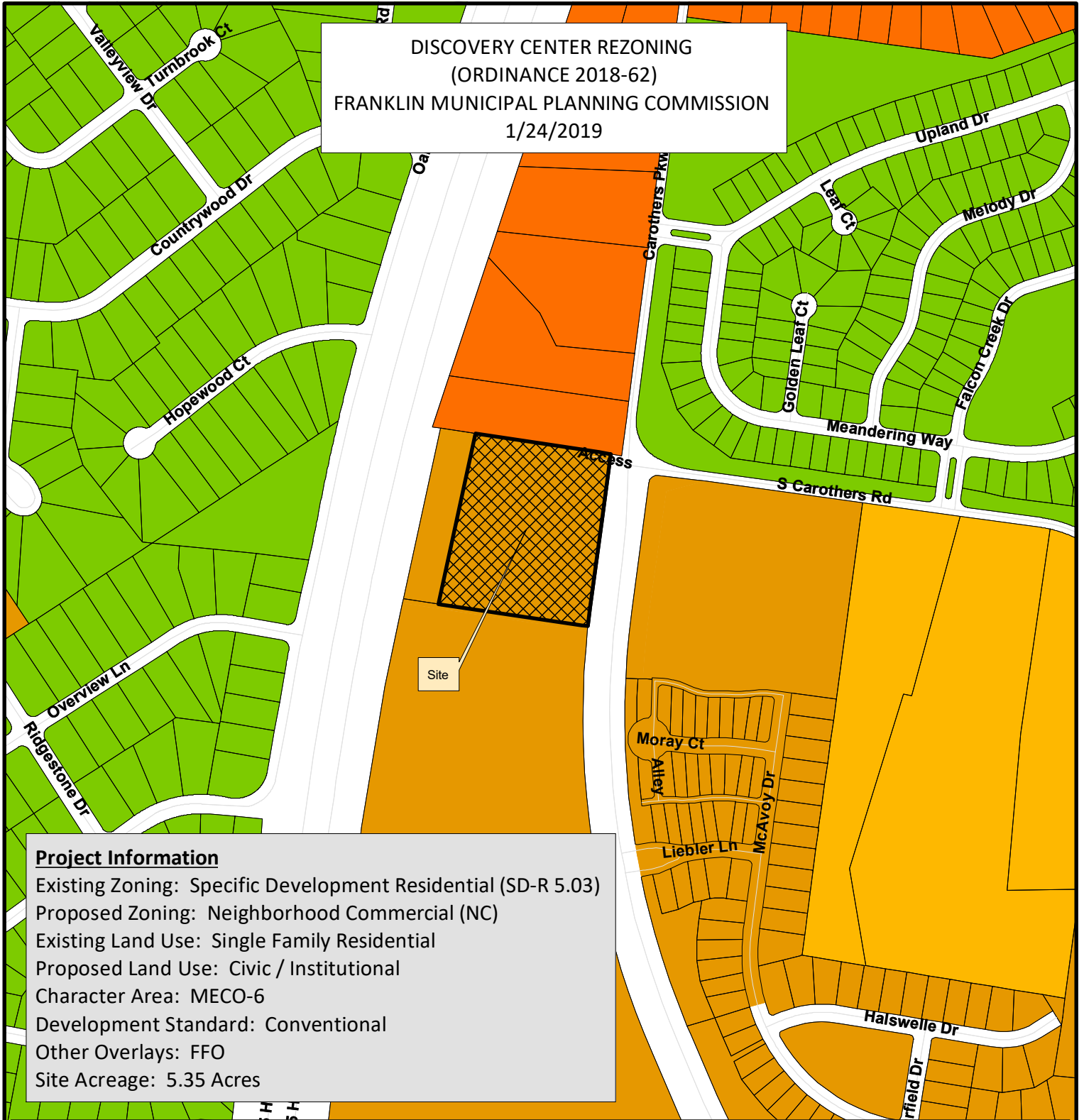
Building Solutions. From the Ground Up!

105 Reynolds Drive / Franklin, TN 37064-2926 / 615-595-2400 / 615-595-2475 Fax / www.parkescompanies.com



**Parkes
Development
Group, LLC**
A PARKES COMPANY

DISCOVERY CENTER REZONING
(ORDINANCE 2018-62)
FRANKLIN MUNICIPAL PLANNING COMMISSION
1/24/2019



Project Information

Existing Zoning: Specific Development Residential (SD-R 5.03)
Proposed Zoning: Neighborhood Commercial (NC)
Existing Land Use: Single Family Residential
Proposed Land Use: Civic / Institutional
Character Area: MECO-6
Development Standard: Conventional
Other Overlays: FFO
Site Acreage: 5.35 Acres

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



0 250 500 1,000
Feet

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It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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DISCOVERY CENTER
REZONING REQUEST
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

SITE DATA

EXISTING SUBDVISION/DEVELOPMENT:
PROPOSED SUBDIVISION/DEVELOPMENT:
COF PROJECT NUMBER:
TAX MAP & PARCELS:
ADDRESS
CITY:
COUNTY:
STATE:
CIVIL DISTRICT:

LOCKWOOD GLEN PUD SUBDIVISION
DISCOVERY CENTER
6882
MAP 89 - PARCELS 47.00 & Part of 48.06
SOUTH CAROTHERS ROAD
FRANKLIN
WILLIAMSON
TENNESSEE
14TH

EXISTING SITE ACREAGE:
PROPOSED SITE ACREAGE:
EXISTING ZONING - CHARACTER OVERLAY
PROPOSED ZONING -
OTHER APPLICABLE OVERLAYS:

126.89 AC
5.35 AC
SD-R (5.03) - McEWEN CHARACTER AREA 6
NC - NEIGHBORHOOD COMMERCIAL
FLOODWAY FRINGE OVERLAY (FFO)

APPLICABLE DEVELOPMENT STANDARDS:

CONVENTIONAL

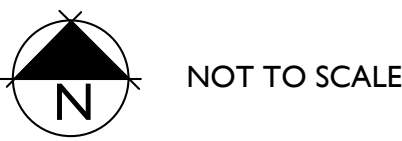
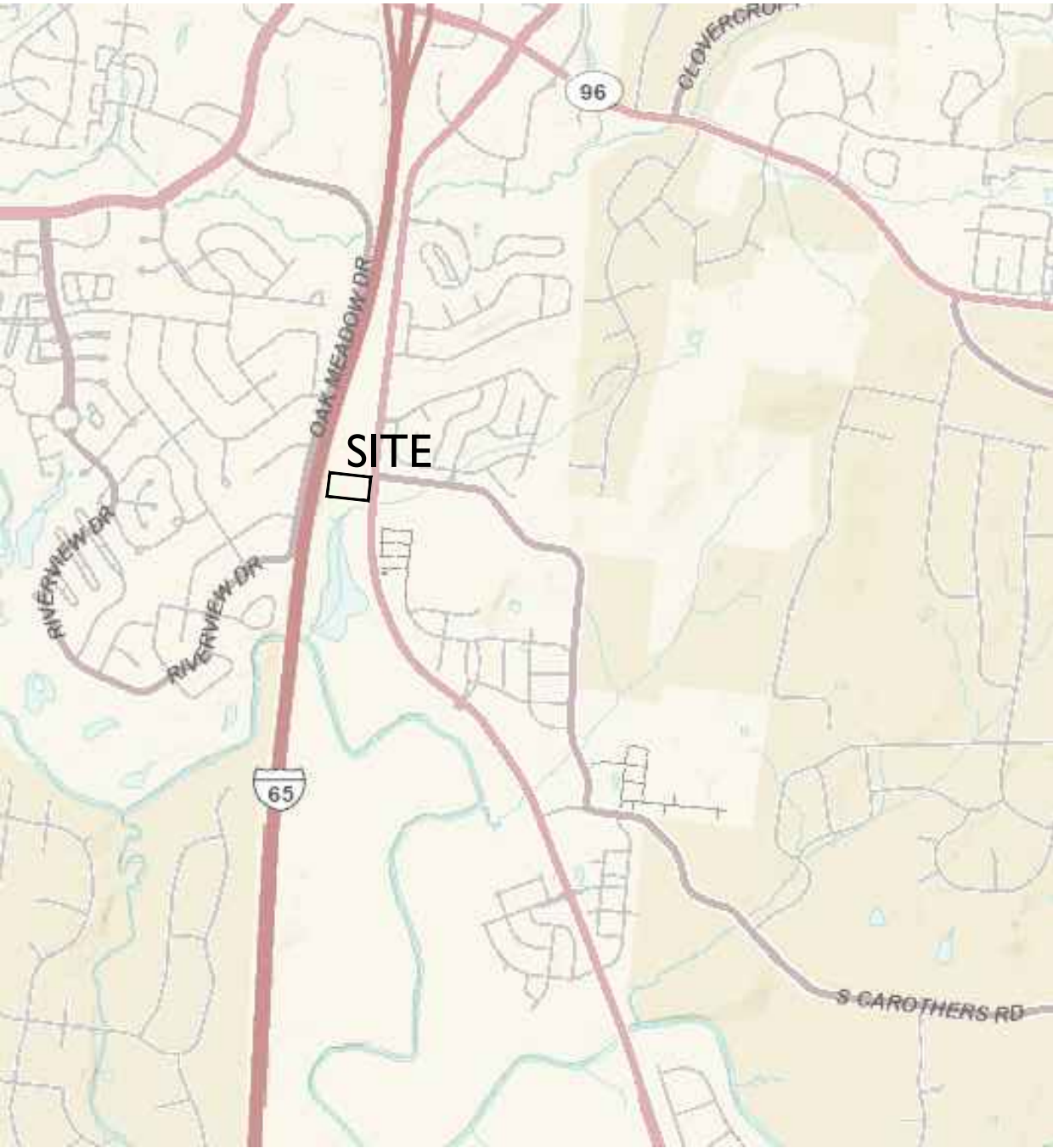
CIVIL DISTRICT:

14

APPLICANT & LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TN 37064
615-975-5765
greg.gamble@gdc-tn.com

ENGINEER:
ENERGY LAND & INFRASTRUCTURE, LLC
MICHAEL RAY
1420 DONELSON PIKE
SUITE A-12
NASHVILLE, TN 37217
615-383-6300
michael.ray@eli-llc.com

OWNER:
IRA BLONDER
3306 SWEENEY ROAD
FRANKLIN, TN 37064
615-255-0751
iblonder@soundkitchen.com



SHEET INDEX

C0.1	CURRENTLY APPROVED DEVELOPMENT PLAN
C0.4	REVISED BOUNDARY DESCRIPTION
C1.0	EXISTING CONDITIONS
C1.1	ENLARGED EXISTING CONDITIONS PLAN



PRE-APPLICATION SUBMITTAL:
INITIAL SUBMITTAL: 12.10.2018
RESUBMITTAL: 1.03.2018
ONE STOP SUBMITTAL:
ONE STOP SUBMITTAL:
COF# 6882



DISCOVERY CENTER

REZONING REQUEST

MAP 89, PARCEL 47.00
CITY OF FRANKLIN PROJECT NO. 6882
FRANKLIN, TENNESSEE

[illegible]

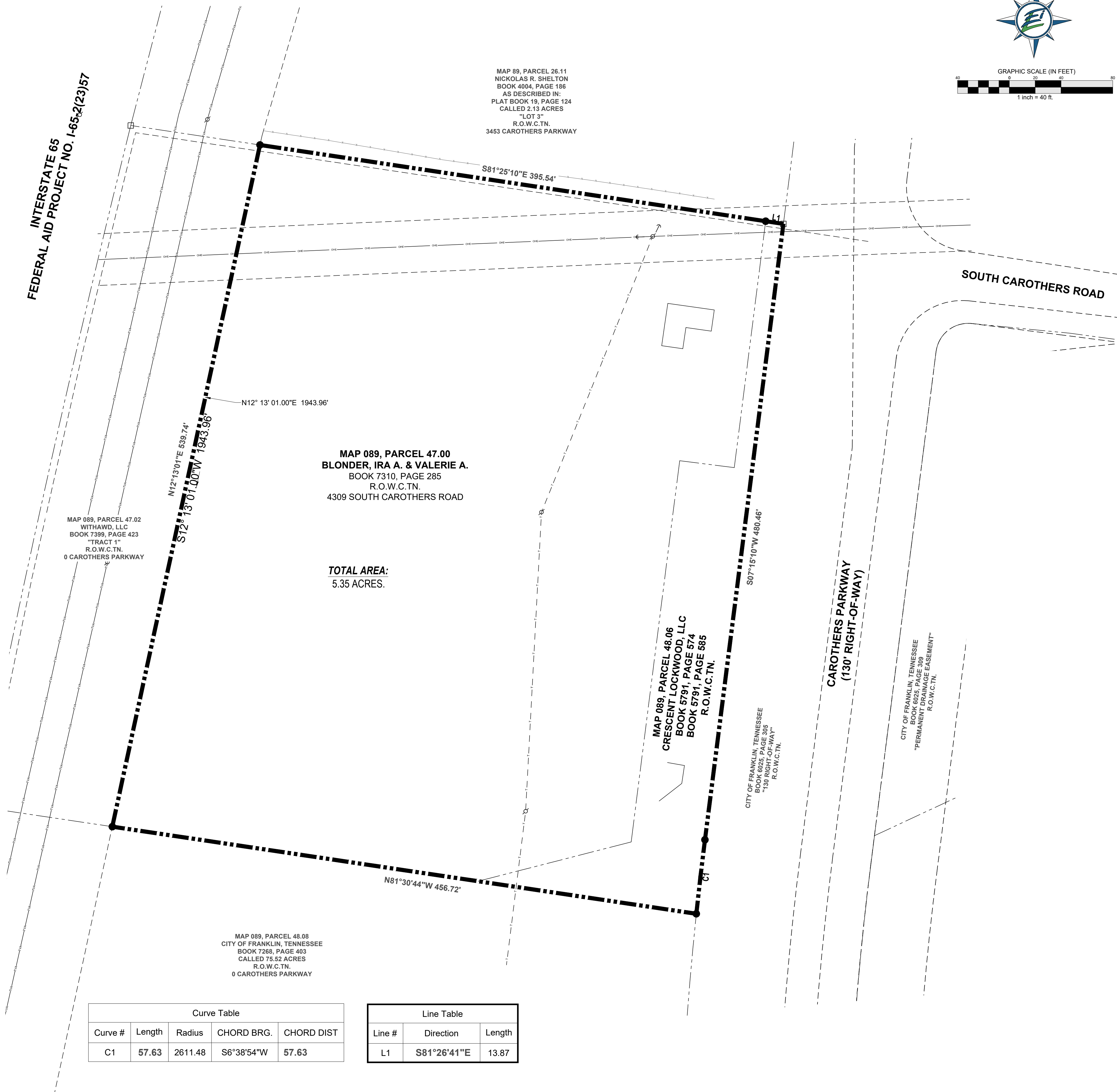
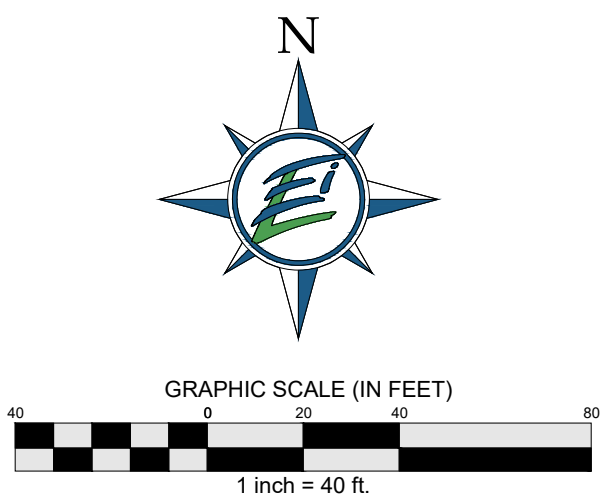
Issue Date:	Dec. 7, 2018
LI Project No:	18-11-1108.2
Drafted By:	RDP
Checked By:	LCW

Sheet Title:

REVISED BOUNDARY DESCRIPTION

Sheet No.

C 0.4



PROPERTY DESCRIPTION
DISCOVERY CENTER

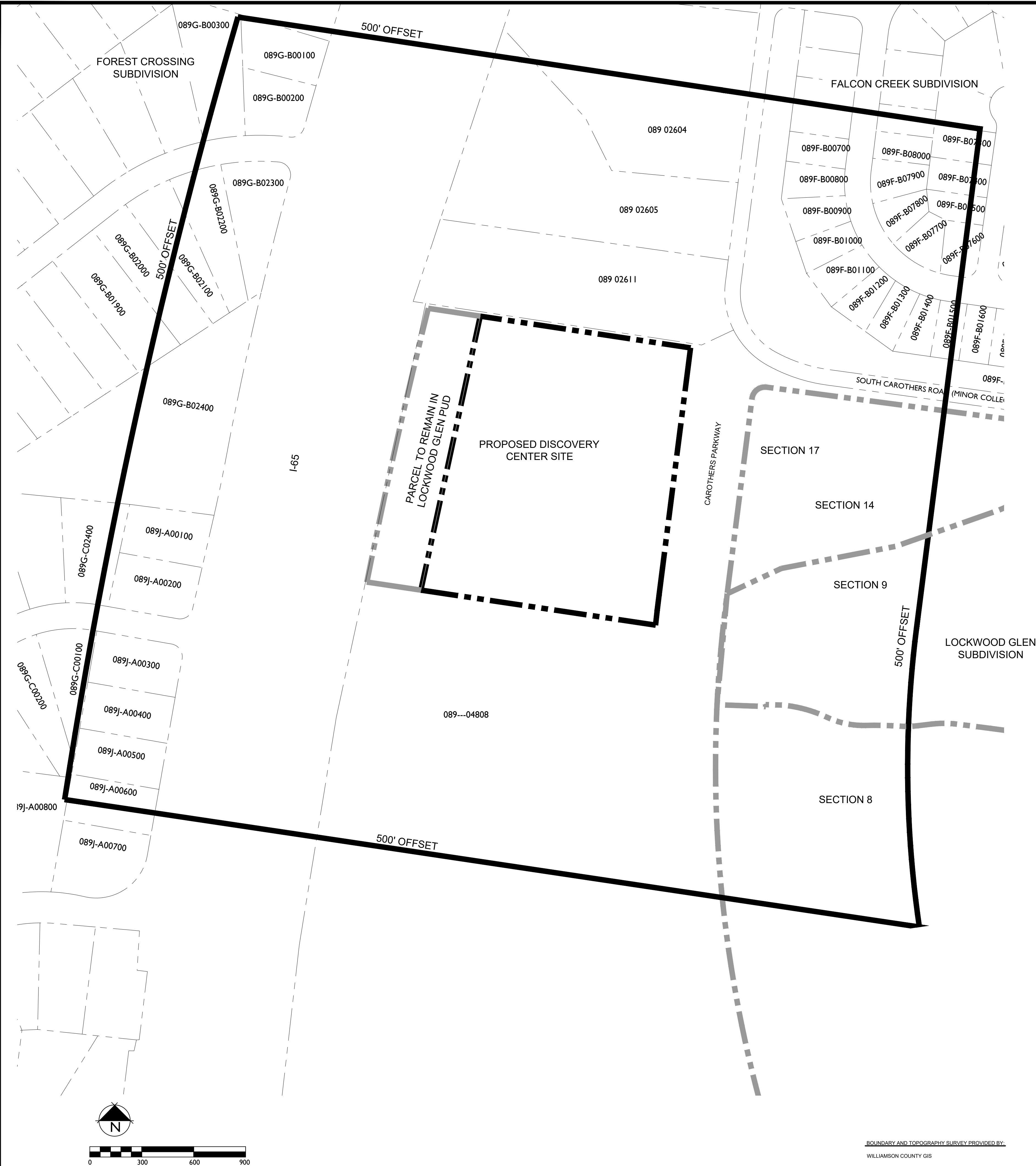
Property situated in the City of Franklin, Williamson County, Tennessee, being shown on Tax Map 089, as Parcel 47.00 and Part of Parcel 48.06. Said property being bounded on the North by Nickolas R. Shelton, on the East by Carothers Parkway, on the South by City of Franklin, and on the West by Withawd, LLC and being more particularly described as follows.

Commencing at an existing Concrete Monument found on the Easterly right-of-way of Interstate 65, and at the Southwest corner of the property conveyed to Nickolas R. Shelton as of record in Deed Book 4004, Page 188, R.O.W.C.T.N., Thence South 81°25'13" East, a distance of 101.09 feet to an iron rod set at the Northwest corner of the described property, and on the Southerly line of said Shelton tract to the True Point of Beginning.

Thence, continuing with the Southerly boundary of said Shelton property the following calls South 81°25'10" East, a distance of 395.54 feet to an iron rod set on the Northerly line of the described property, on the Southerly line of said Shelton tract, Thence South 81°26'41" East, a distance of 13.87 feet to an existing concrete monument at the Northeast corner of the described property, on the westerly Right-of-Way of Carothers Parkway, Thence along said Right-of-Way South 07°15'10" West, a distance of 480.46 feet to an iron rod set on the Easterly line of the Carothers Parkway, Thence continuing along the East line of Carothers Parkway with a curve to the left, having a radius of 2,611.48 feet, an arc length of 57.63 feet, and a chord bearing and distance of South 06°38'54" West, a distance of 57.63 feet to an iron rod set at the Northeast corner of City of Franklin property as of record in Book 7268, Page 403; Thence leaving said right-of-way of Carothers Parkway and along the North line of said City of Franklin property North 81°30'44" West, a distance of 456.72 feet to an iron rod set on the North line of said City of Franklin property, said iron rod being the Southeast corner of the aforementioned Crescent Lockwood, LLC property; Thence along said Crescent Lockwood, LLC East line North 12°13'01" East, a distance of 539.74 feet to the Point of Beginning containing 232,956.78 square feet or 5.35 acres.

Curve Table				
Curve #	Length	Radius	CHORD BRG.	CHORD DIST
C1	57.63	2611.48	S6°38'54"W	57.63

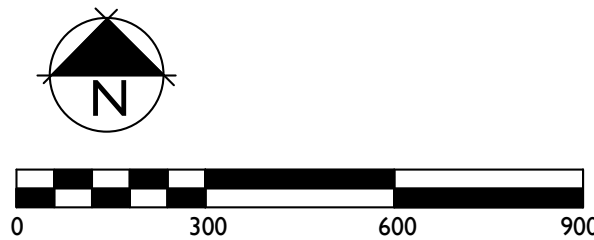
Line Table		
Line #	Direction	Length
L1	S81°26'41"E	13.87



500' ADJACENT PROPERTY OWNERS:

PARCEL NUMBER	PROPERTY ADDRESS	OWNER	OWNER STREET	OWNER CITY	OWNER STATE	OWN ZIP
089G-B00200	505 HOPEWOOD CT	DARNELL WILLIAM BRIAN	505 HOPEWOOD CT	FRANKLIN	TN	37064
089G-B00100	923 OAK MEADOW DR	CLARK FERMAN J	923 OAK MEADOW DR	FRANKLIN	TN	37064
089G-B00300	509 HOPEWOOD CT	PORTER TERRY W	509 HOPEWOOD CT	FRANKLIN	TN	37064
089G-B02300	504 HOPEWOOD CT	FAULKNER LORENE	504 HOPEWOOD COUR	FRANKLIN	TN	37064
089G-B02200	512 HOPEWOOD CT	TRUELOVE ANGELYN Y	512 HOPEWOOD COUR	FRANKLIN	TN	37064
089G-B02100	516 HOPEWOOD CT	LAFFITE GLEN	516 HOPEWOOD CT	FRANKLIN	TN	37064
089G-B02000	520 HOPEWOOD CT	GREGG JILL	332 LAKEMONT CIR	FRANKLIN	TN	37067
089G-B01900	524 HOPEWOOD CT	STEWART GERALYN	524 HOPEWOOD CT	FRANKLIN	TN	37064
089G-B02400	941 OAK MEADOW DR	REYNAGA MIRIAM	941 OAK MEADOW DR	FRANKLIN	TN	37064
089J-A00100	949 OAK MEADOW DR	EDGAR JOHN KENNETH	949 OAK MEADOW DR	FRANKLIN	TN	37064
089J-A00200	505 OVERVIEW LN	SCHWARTZ SUSAN	505 OVERVIEW LN	FRANKLIN	TN	37064
089J-A00300	504 OVERVIEW LN	LONG BRENT L	504 OVERVIEW LN	FRANKLIN	TN	37064
089J-A00400	961 OAK MEADOW DR	HILDRETH JACK P	961 OAK MEADOW DR	FRANKLIN	TN	37064
089J-A00500	965 OAK MEADOW DR	TITUS CAMERON	965 OAK MEADOW DR	FRANKLIN	TN	37064
089G-C02400	509 OVERVIEW LN	MARLIN JAMES	2908 COURTNEY CT	COLUMBIA	TN	38401
089--02604	3485 CAROTHERS PKWY	THIEBOLD BOB	3485 CAROTHERS PKWY	FRANKLIN	TN	37067
089--02605	3465 CAROTHERS PKWY	CAROTHERS DENNIS	3465 CAROTHERS PKWY	FRANKLIN	TN	37064
089--02611	3453 CAROTHERS PKWY	SHELTON NICKOLAS R	3453 CAROTHERS PKWY	FRANKLIN	TN	37064
089F-B00700	1008 MEANDERING WAY	ROUSOS PETER C	1008 MEANDERING WAY	FRANKLIN	TN	37067
089F-B00800	1010 MEANDERING WAY	FOSTER KEVIN	1010 MEANDERING WAY	FRANKLIN	TN	37067
089F-B00900	1012 MEANDERING WAY	MOORE KERBY L	1012 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01000	1014 MEANDERING WAY	HUDDLESTON ELIZABETH	1014 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01100	1016 MEANDERING WAY	JACKSON SUZANNE F	1016 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01200	1018 MEANDERING WAY	BRAINE ANDREW AND CAR	1018 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01300	1020 MEANDERING WAY	MANGIAGLI SHERRI LYNN	1020 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01400	1022 MEANDERING WAY	CALDWELL CURTIS	1022 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01500	1024 MEANDERING WAY	GOSPODAREK CHARLES E	1024 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01600	1026 MEANDERING WAY	PRESTWOOD ALISON	1026 MEANDERING WAY	FRANKLIN	TN	37067
089F-B00800	1010 MEANDERING WAY	FOSTER KEVIN	1010 MEANDERING WAY	FRANKLIN	TN	37067
089F-B07600	201 GOLDEN LEAF CT	CARTER AMY A	201 GOLDEN LEAF CT	FRANKLIN	TN	37067
089F-B07700	1015 MEANDERING WAY	GUSKE JANINE M	1015 MEANDERING WAY	FRANKLIN	TN	37067
089F-B07800	1013 MEANDERING WAY	SLEDGE TIMOTHY	1013 MEANDERING WAY	FRANKLIN	TN	37067
089F-B07900	1011 MEANDERING WAY	BARGAS CHRISTOPHER	1011 MEANDERING WAY	FRANKLIN	TN	37067
089G-B02300	504 HOPEWOOD CT	FAULKNER LORENE	504 HOPEWOOD COUR	FRANKLIN	TN	37064
089G-B02400	941 OAK MEADOW DR	REYNAGA MIRIAM	941 OAK MEADOW DR	FRANKLIN	TN	37064

to a point, thence, N 39°31'01" W, for a distance of 126.68' to a point, thence, N 27°12'14" W, for a distance of 364.80' to a point, thence, N 49°47'46" W, for a distance of 81.11' to a point, thence, N 22°53'19" W, for a distance of 76.92' to a point, thence, N 78°50'52" W, for a distance of 178.83' to a point, thence, S 86°16'14" W, for a distance of 55.76' to a point, thence, S 58°53'53" W, for a distance of 301.01' to a point, thence, S 11°56'40" W, for a distance of 222.92' to a point, thence, S 44°27'33" W, for a distance of 152.82' to a point, thence, S 68°36'50" W, for a distance of 150.64' to a point, thence, N 57°18'02" W, for a distance of 145.06' to a point, thence, N 21°52'43" W, for a distance of 222.19' to a point, thence, N 18°53'24" W, for a distance of 134.89' to a point, thence, N 20°29'42" W, for a distance of 215.41' to a point, thence, N 14°52'16'55" W, for a distance of 168.55' to a point, thence, N 07°58'50" W, for a distance of 81.92' to a point, thence, N 13°40'44" W, for a distance of 188.71' to a point, thence, N 10°24'08" W, for a distance of 101.14' to a point, thence, N 22°26'56" W, for a distance of 150.61' to a point, thence, N 57°04'03" W, for a distance of 133.54' to a point, thence, along above mentioned sub margin of Interstate 65, N 06°49'36" E, passing a witness rod (old) at a distance of 200.00', for a total distance of 208.40' to witness rod (old), thence, with a curve to the right, with an arc length of 1418.60', a radius of 11269.16', with a chord bearing of N 10°29'13" E, and chord length of 1417.67' to the Point of Beginning, containing 5,664,864.9 Sq. Ft. or 217.27 Acres. According to a survey made by Foster Arnold, dated June, 2009.



BOUNDARY AND TOPOGRAPHY SURVEY PROVIDED BY:
WILLIAMSON COUNTY GIS

DISCOVERY CENTER
REZONING REQUEST

FRANKLIN, Williamson County, Tennessee



Revision	Date
△	_____
△	_____
△	_____
△	_____

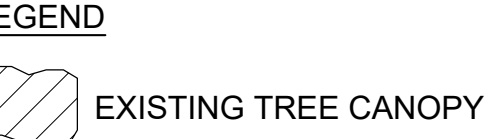
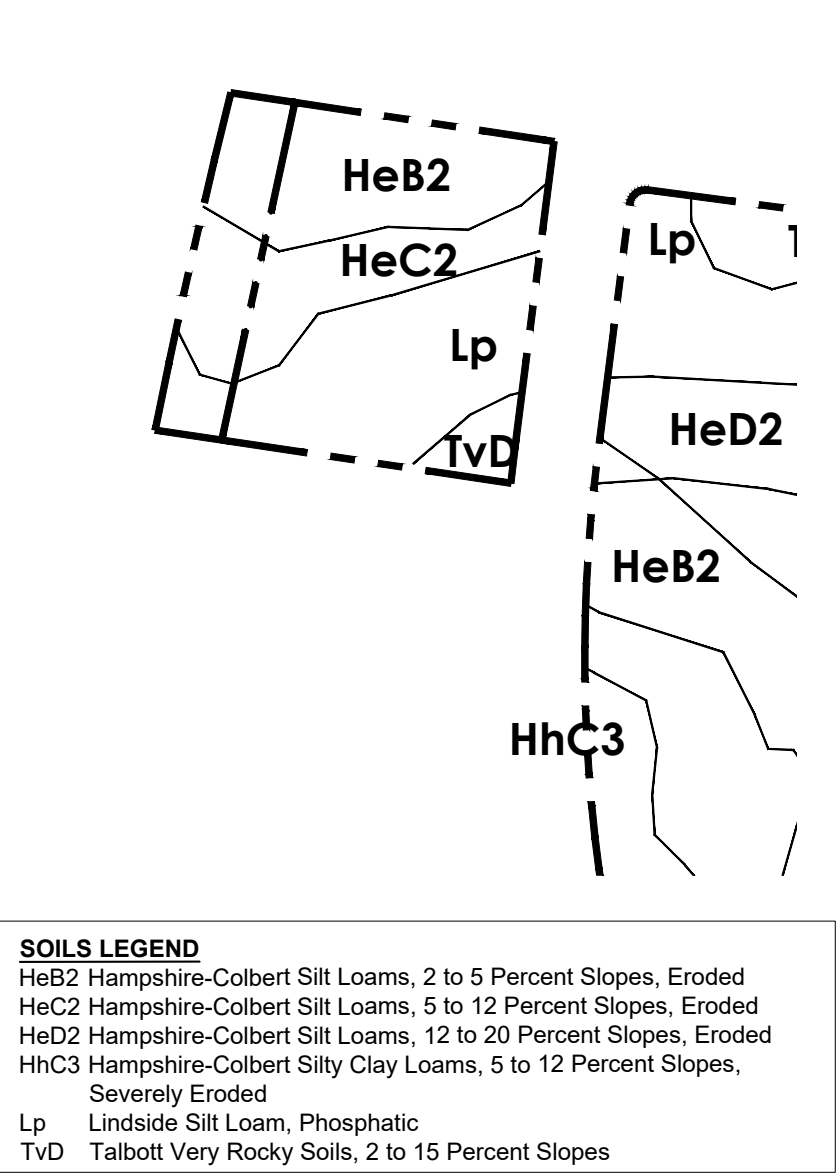
OVERALL
EXISTING
CONDITIONS

C1.0

COF#XXXX

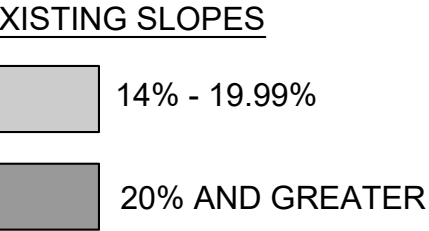


SOILS MAP



- NOTES:
1. DEVELOPER TO RETAIN ALL MINERAL RIGHTS.
 2. STRUCTURES CURRENTLY EXIST ON SITE - SEE PLAN
 3. THERE ARE NO HISTORIC STRUCTURES WITHIN 500' OF THE SITE

TREE CANOPY DATA	
EXISTING TREE CANOPY:	69,140 SF - 1.59 AC
TOTAL SITE:	5.35 AC
1.59 AC/5.35 AC =	29%



SITE DATA

EXISTING SUBDIVISION/DEVELOPMENT	LOCKWOOD GLEN PUD SUBDIVISION
PROPOSED SUBDIVISION/DEVELOPMENT	DISCOVERY CENTER
EXISTING ZONING/ CHARACTER AREA OVERLAY	SD-R (5.03) - McEWEN AREA 6
PROPOSED ZONING	NC - NEIGHBORHOOD COMMERCIAL
OTHER APPLICABLE OVERLAYS	FLOODWAY FRINGE OVERLAY (FFO) FLOODWAY OVERLAY DISTRICT (FWO)
DEVELOPMENT STANDARD	CONVENTIONAL
(MINERAL RIGHTS FOR THIS PROPERTY ARE HELD BY OWNER OF RECORD.)	
ACREAGE OF SITE	5.35 ACRES

STATEMENT OF IMPACTS:

STREET NETWORK:
SOUTH CAROTHERS ROAD IS A MINOR COLLECTOR. SOUTH CAROTHERS PARKWAY IS A MAJOR ARTERIAL.

WATER:
WATER SERVICE WILL BE COORDINATED WITH THE MILLCROFTON UTILITY DISTRICT AND THE CITY OF FRANKLIN TO PROVIDE ADEQUATE FLOW AND CAPACITY. ALL WATER MAINS SHALL BE LOCATED IN A 15' PUBLIC UTILITY EASEMENT.

SEWER:
SEWER SERVICE WILL BE COORDINATED WITH THE CITY OF FRANKLIN TO PROVIDE ADEQUATE FLOW AND CAPACITY. ALL SANITARY SEWER LINES ARE INSIDE THE PROPOSED R.O.W.

RECLAIMED WATER FACILITIES:
THERE ARE NO REPAIRS TO WATER FACILITIES CURRENTLY IN PROXIMITY TO THE SITE. THE CITY OF FRANKLIN HAS PROPOSED A ZERO DISCHARGE WASTEWATER TREATMENT PLANT NEARBY THAT COULD SERVE THIS DEVELOPMENT.

DRAINAGE FACILITIES:
STORM DRAINAGE TIES TO EXISTING STORM DRAINAGE IN ADJACENT, PREVIOUSLY APPROVED PHASES OF LOCKWOOD GLEN WHICH WERE SIZED TO ACCOMMODATE THE NUMBER OF LOTS SHOWN.

POLICE, FIRE AND RECREATIONAL FACILITIES:
POLICE - 900 COLUMBIA AVE., 4.3 MILES
FIRE - STATION #2, 907 MURFREESBORO ROAD, 2.5 MILES
RECREATIONAL - EASTERN FLANK BATTLE FIELD PARK, 2.9 MILES. PARKS ARE PLANNED DIRECTLY ACROSS CAROTHERS BLVD.

PROJECTED STUDENT POPULATION:

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



Revision	Date
△	
△	
△	
△	

EXISTING
CONDITIONS

LOCKWOOD GLEN PUD SUBDIVISION REVISION 4
 RESOLUTION 2018-107
 ORDINANCE 2018-63
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 1/24/2019

Project Information

Existing Zoning: SD-R 5.03
 Proposed Zoning: SD-R 5.25
 Existing Land Use: Residential
 Proposed Land Use: Residential
 Character Area: MECO-6
 Development Standard: Conventional
 Other Overlays: FFO, FWO
 Site Acreage: 121.54 acres
 Proposed Number of Dwelling Units: 638 (no change)

- | | |
|--|---------------------------------------|
| Lockwood Glen PUD | 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 |



0 500 1,000 2,000 3,000
 Feet

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LOCKWOOD GLEN
PUD SUBDIVISION
REZONING REQUEST
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

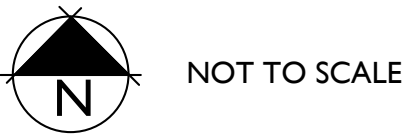
SITE DATA

SUBDIVISION/DEVELOPMENT:	LOCKWOOD GLEN PUD SUBDIVISION
COF PROJECT NUMBER:	6883
TAX MAP & PARCELS:	MAP 89 - PARCELS 48.01, 43.01, 43.06
ADDRESS	SOUTH CAROTHERS ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	14TH
EXISTING SITE ACREAGE:	126.89 AC
PROPOSED SITE ACREAGE:	121.54 AC
EXISTING ZONING - CHARACTER OVERLAY	SD-R (5.03 - McEWEN CHARACTER AREA 6)
PROPOSED ZONING -	SD-R (5.25)
OTHER APPLICABLE OVERLAYS:	FLOODWAY FRINGE OVERLAY (FFO) FLOODWAY OVERLAY DISTRICT (FWO)
APPLICABLE DEVELOPMENT STANDARDS:	CONVENTIONAL
CIVIL DISTRICT:	14

APPLICANT & LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TN 37064
615-975-5765
greg.gamble@gdc-tn.com

ENGINEER:
ENERGY LAND & INFRASTRUCTURE, LLC
MICHAEL RAY
1420 DONELSON PIKE
SUITE A-12
NASHVILLE, TN 37217
615-383-6300
michael.ray@eli-llc.com

OWNER:
IRA BLONDER
3306 SWEENEY ROAD
FRANKLIN, TN 37064
615-255-0751
iblonder@soundkitchen.com



SHEET INDEX

C0.1	CURRENTLY APPROVED DEVELOPMENT PLAN
C0.4	REVISED BOUNDARY DESCRIPTION
C1.0	EXISTING CONDITIONS
C1.1	ENLARGED EXISTING CONDITIONS PLAN



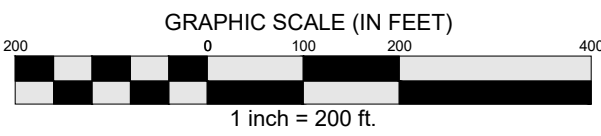
PRE-APPLICATION SUBMITTAL:
INITIAL SUBMITTAL: 12.10.2018
RESUBMITTAL: 1.03.2019
ONE STOP SUBMITTAL:
ONE STOP SUBMITTAL:
COF# 6883



F:\enr\W\18-11-1108.2 Lockwood Glen Development Plan Revision 4\3_CAD\Production\1_Development Plan\LG Rezoning Request. C 0.4 Revised Boundary Description.dwg
Plotted: Wednesday, January 02, 2019 - 2:28 pm
By: cloyw

Line Table			Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length
L1	S7° 57' 01"W	1007.65	L11	S83° 46' 25"E	25.00	L21	N7° 15' 10"E	398.89
L2	S7° 26' 55"W	387.69	L12	S6° 04' 28"W	110.27	L22	S82° 43' 15"E	118.21
L3	S80° 41' 16"E	824.24	L13	S2° 27' 07"W	542.39	L23	N83° 35' 45"E	1.59
L4	N8° 26' 26"E	343.04	L14	S1° 41' 23"W	295.29	L24	S82° 20' 54"E	538.31
L5	N8° 01' 21"E	462.57	L15	S47° 37' 03"W	418.85	L25	S12° 13' 01"W	539.74
L6	S82° 24' 09"E	586.85	L16	S49° 03' 53"W	196.32	L26	N81° 30' 44"W	105.18
L7	S80° 56' 29"E	304.54	L17	S48° 22' 44"W	166.16	L27	S81° 25' 13"E	101.09
L8	S28° 37' 07"E	33.26	L18	N34° 11' 58"W	605.91			
L9	S5° 13' 31"W	132.33	L19	N51° 51' 54"W	556.69			
L10	S5° 53' 01"W	586.17	L20	N23° 42' 09"W	205.98			

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	66.85	432.00	8.87	S76° 30' 31"E	66.78
C2	178.08	195.00	52.32	S54° 46' 48"E	171.95
C3	191.97	325.00	33.84	S11° 41' 48"E	189.19
C4	249.92	3953.11	3.62	S04°15'48"W	249.88
C5	278.91	700.00	22.83	S9° 43' 29"E	277.06
C6	382.49	2929.79	7.48	N30° 27' 34"W	382.21
C7	373.35	1210.92	17.67	N43° 01' 56"W	371.87
C8	772.69	1572.02	28.16	N37° 47' 01"W	764.93
C9	1340.67	2481.48	30.96	N8° 13' 30"W	1324.42
C10	39.27	25.00	90.44	N52° 15' 10"E	35.36
C11	540.23	11309.60	2.74	N12°38'55"E	540.18



LOCKWOOD DEVELOPMENT LESS CAROTHERS PARKWAY

PROPERTY DESCRIPTION

TRACT ONE

Land situated in the 9th and 14th Civil Districts of Williamson County, Tennessee, being a portion of the properties conveyed to Lockwood Family LP by Dorris R. Lockwood of record in Deed book 1777, Page 759, and Deed book 1777, Page 761 and a portion of the property conveyed to Lockwood Construction Company by Anthony B. Jamison of record in Deed book 656, Page 650 in the Registers Office of Williamson County, Tennessee (R.O.W.C., TN), and being more particularly described as follows.

Beginning at an existing iron rod on the southerly margin of South Carothers Road said iron rod being the northwest corner of the James C. and Gail H. Alligood property as of record in Deed book 1202, Page 845 R.O.W.C., TN and the northeast corner of the herein described property; Thence leaving said margin and along the westerly line of said Alligood S07°-57'-01"W for a distance of 1007.65 feet to an iron rod (old); Thence S07°-26'-55"W for a distance of 387.69 feet to an iron rod(old) at the southwest corner of said Alligood; Thence along the south line of Alligood S80°-41'-16"E for a distance of 824.24 feet to an iron rod (old) at the southeast corner of the Wilson Dudley Davis property as of record in Deed book 435, Page 126, R.O.W.C., TN; Thence along Davis' easterly line N08°-26'-26"E for a distance of 343.04 feet to an iron rod(old) at the southeast corner of the Collie Strain and Jessica Strain property as of record in Deed book 5632, Page 184, R.O.W.C., TN; Thence leaving said Davis and along the easterly line of Strain N08°-01'-21"E for a distance of 462.57 feet to an iron rod (old) at the southwest corner of the Robert and Nicole Russell property as of record in Deed book 6264, Page 672, R.O.W.C., TN; Thence leaving Strain and along the southerly line of Russell S82°-24'-09"E for a distance of 586.85 feet to an iron rod (old) in the southerly margin of South Carothers Road; Thence along said margin for the next (7) calls, with a curve to the left having an arc length of 66.85 feet, a radius of 432.00 feet a chord bearing and distance of S76°-30'-31"E, 66.78 feet; Thence S80°-56'-29"E for a distance of 304.54 feet; Thence with a curve to the right having an arc length of 178.08 feet, a radius of 195.00 feet, a chord bearing and distance of S54°-46'-48"E, 171.95 feet; Thence S28°-37'-07"E, 33.26 feet; Thence with a curve to the right having an arc length of 191.97 feet, a radius of 325.00 feet, a chord bearing and distance of S11°-41'-48"E, 189.19 feet; Thence S05°-13'-31"W for a distance of 132.33 feet; Thence S05°-53'-01"W for a distance of 586.17 feet to an iron rod (old) being the northeast of Lot 103 of Lockwood Glen PUD Subdivision Section 3 as of record in Plat Book 60, Page 33, R.O.W.C., TN; Thence leaving said margin and Lot 103 S83°-46'-25"E for a distance of 25.00 feet to the centerline of said South Carothers Road; Thence along said centerline the next (5) calls, S06°-04'-28"W for a distance of 110.27 feet; Thence with a curve to the left having an arc length of 249.92 feet, a radius of 3953.11 feet, a chord bearing and distance of S04°-15'-48"W, 249.88 feet; Thence S02°-27'-07"W for a distance of 542.39 feet; Thence S01°-41'-23"W for a distance of 295.29 feet; Thence with a curve to the left having an arc length of 278.91 feet, a radius of 700.00 feet, a chord bearing and distance of S09°-43'-29"E, 277.06 feet; Thence leaving said centerline S47°-37'-03"W for a distance of 418.85 feet; Thence S49°-03'-53"W for a distance of 196.32 feet; Thence S48°-22'-44"W for a distance of 166.16 feet to the northeasterly margin of Carothers Parkway; Thence along said margin with a curve to the left having an arc length of 382.49 feet, a radius of 2929.79 feet, a chord bearing and distance of N30°-27'-34"W, 382.21 feet; Thence N34°-11'-58"W for a distance of 605.91 feet; Thence continuing along said margin with a curve to the left having an arc length of 373.35 feet, a radius of 1210.92 feet, a chord bearing and distance of N43°-01'-56"W, 371.87 feet; Thence N51°-51'-54"W for a distance of 556.69 feet; Thence continuing along said margin with a curve to the right having an arc length of 772.69 feet, a radius of 1572.02 feet, a chord bearing and distance of N37°-47'-01"W, 764.93 feet; Thence N23°-42'-09"W for a distance of 205.98 feet; Thence continuing along said margin with a curve to the right having an arc length of 1340.67 feet, a radius of 2481.48 feet, a chord bearing and distance of N08°-13'-30"W, 1324.42 feet; Thence N07°-15'-10"E for a distance of 398.89 feet; Thence continuing along said margin with a curve to the right having an arc length of 39.27, a radius of 25.00 feet, a chord bearing and distance of N52°-15'-10"E, 35.36 feet to the south margin of the aforementioned South Carothers Road; Thence along said margin S82°-43'-15"E for a distance of 118.21 feet; Thence N83°-35'-45"E for a distance of 1.59 feet; Thence S 82°-20'-54"E for a distance of 538.31 feet to the point of beginning.

Containing: 120.29 Acres +/-

PROPERTY DESCRIPTION

LOCKWOOD DEVELOPMENT

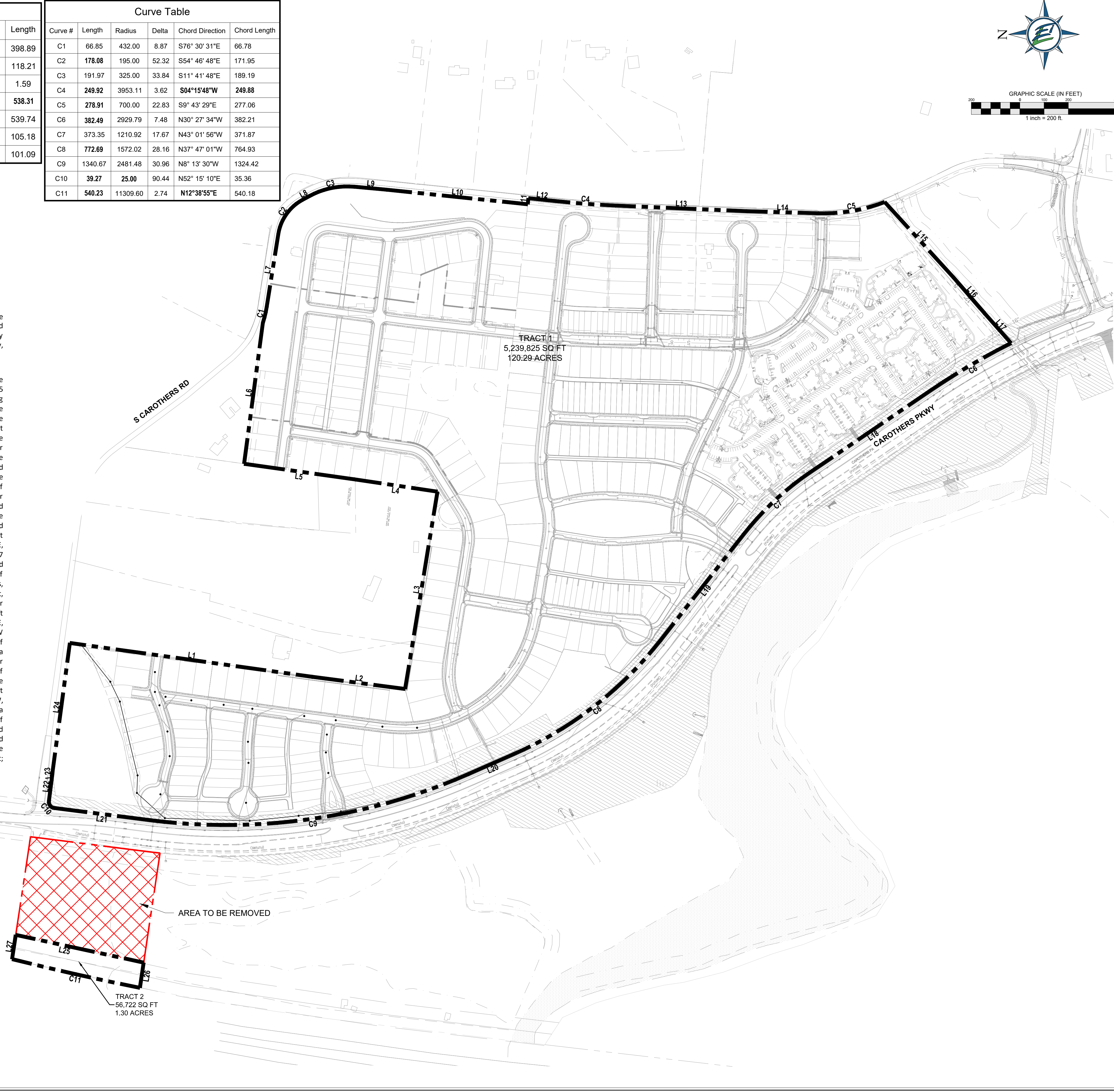
TRACT TWO

Property situated in the City of Franklin, Williamson County, Tennessee, being shown on Tax Map 089, as Parcel 47.02. Said property being bound on the north by Nickolas R. Shelton, on the east by Ira A. Blonder, on the south by The City of Franklin, on the west by Interstate 65 and being more particularly described as follows,

Commencing at a concrete monument (old) on the westerly right-of-way of Carothers Parkway at the northeast corner of the Ira A. Blonder property as of record in Deed Book 7309, Page 265, R.O.W.C., TN., Thence leaving said right-of-way and along Blonder's north line N81°-26'-41"W, a distance of 13.87'; Thence N81°-25'-10"W, a distance of 395.54' to an iron rod (N:570580.38, E:1723461.18) being Blonders northwest corner and the northeast of the property herein described being the True Point of Beginning.

Thence with said Blonder's west line S12°-13'-01"W, a distance of 539.74' to an iron rod in the north line of the City of Franklin property as of record in Deed Book 7268, Page 403, R.O.W.C., TN.; Thence with the north line of said City of Franklin property N81°-30'-44"W, a distance of 105.18' to a point in the easterly right-of-way of Interstate 65; Thence leaving said City of Franklin's north and with the easterly right-of-way of Interstate 65 with a curve to the right said curve having a radius of 11,309.60', an arc distance of 540.23', a central angle of 02°-44'-13", a chord bearing and distance of N12°-38'-55"E, 540.18' to a concrete monument (old) at the southwest corner of the Nickolas R. Shelton property as of record in Deed Book 4004, Page 188, R.O.W.C., TN.; Thence leaving said right-of-way and with said Shelton's southerly line S81°-25'-13"E, a distance of 101.09' to the Point of Beginning.

Containing 1.30 acres



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

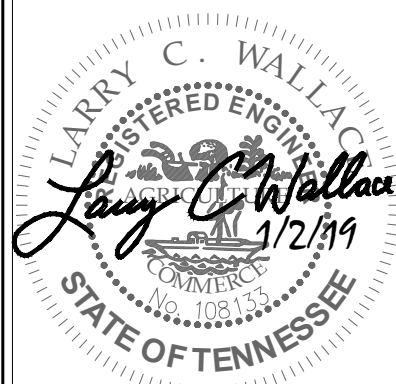
ENERGY LAND & INFRASTRUCTURE
1420 DONELSON PIKE, SUITE A12 • NASHVILLE, TN 37217
OFFICE 615-383-6300 • WWW.ELI-LLC.COM
ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL



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LOCKWOOD GLEN
PUD SUBDIVISION
REZONING REQUEST
MAP 89, PARCELS 43.01, 46.00, & 47.02
CITY OF FRANKLIN PROJECT NO. 6883
FRANKLIN, TENNESSEE

Rev.	Date	Add COF Project Number	Revision Description
1	1/2/19		

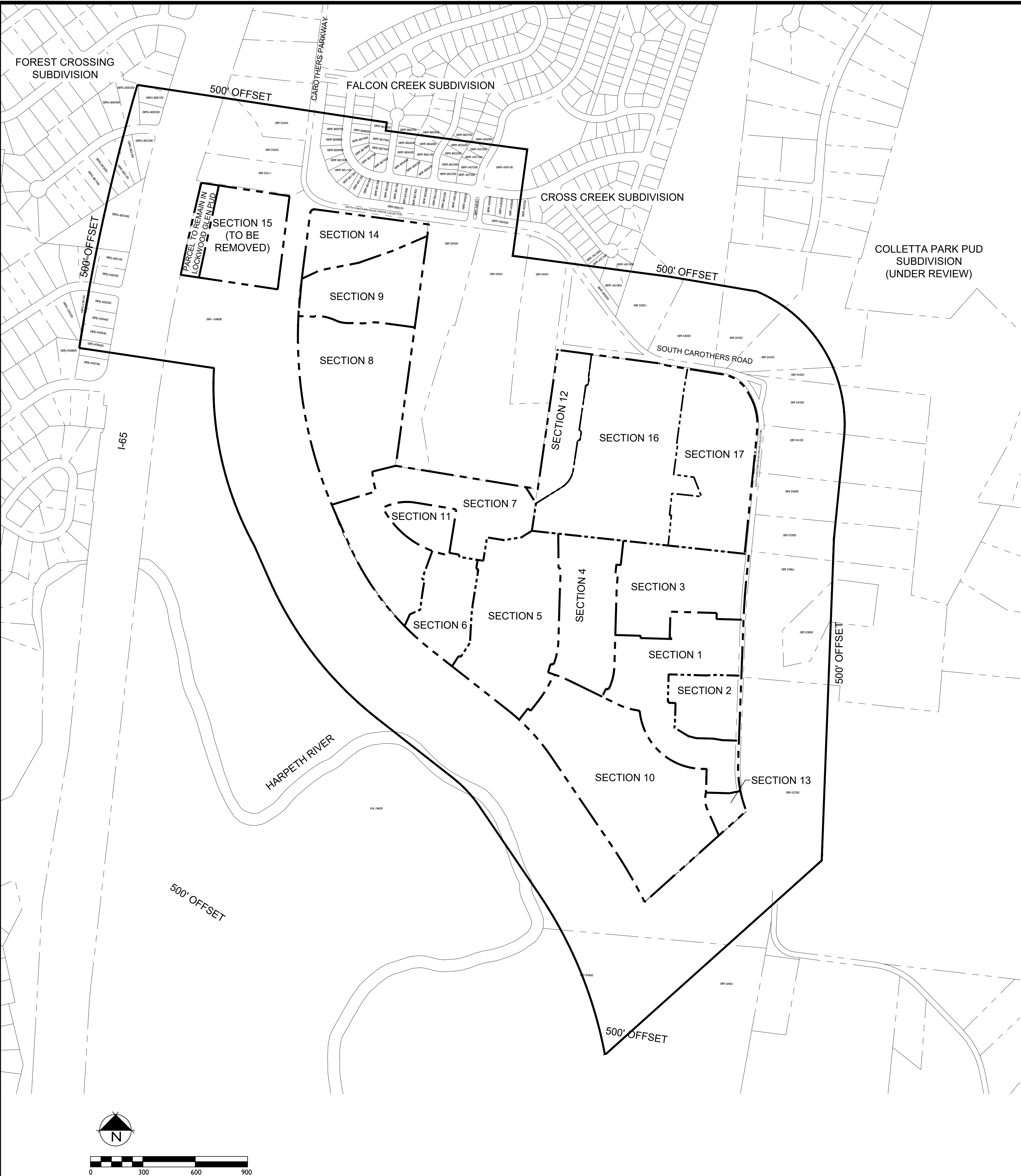


Issue Date: Dec. 7, 2018
ELI Project No: 18-11-1108.2
Drafted By: RDP
Checked By: LCW
Sheet Title:

REVISED
BOUNDARY
DESCRIPTION

Sheet No.

C 0.4



500' ADJACENT PROPERTY OWNERS:

PARCEL NUMBER	PROPERTY ADDRESS	OWNER	OWNER STREET	OWNER CITY	OWNER STATE	OWN ZIP
089G-B00200	505 HOPEWOOD CT	DARNELL WILLIAM BRIAN	505 HOPEWOOD CT	FRANKLIN	TN	37064
089--02605	3465 CAROTHERS PKWY	CAROTHERS DENNIS	3465 CAROTHERS PKWY	FRANKLIN	TN	37064
089--02611	3453 CAROTHERS PKWY	SHELTON NICKOLAS R	3453 CAROTHERS PKWY	FRANKLIN	TN	37064
089--04600	4315 S CAROTHERS RD	LOCKWOOD SEC 9 & 12 LLC	572 SAVANNAH HWY	CHARLESTON	SC	29407
089--04700	4309 S CAROTHERS RD	BLONDER IRA A	112 SEABOARD LN	FRANKLIN	TN	37067
089--04702	S CAROTHERS RD	WITHAWD LLC	250 N ORANGE AVE STE 1500	ORLANDO	FL	32801
089--04808	CAROTHERS PKWY	CITY OF FRANKLIN	109 3RD AVE S	FRANKLIN	TN	37064-000
089F-B00101	S CAROTHERS RD	FALCON CREEK HOMEOWNERS ASSOC INC	FIRST TN BANK BLDG #207	FRANKLIN	TN	37064
089F-B00600	1006 MEANDERING WAY	BEIER ADAM	1006 MEANDERING WAY	FRANKLIN	TN	37067
089F-B00700	1008 MEANDERING WAY	ROUSOS PETER C	1008 MEANDERING WAY	FRANKLIN	TN	37067
089F-B00800	1010 MEANDERING WAY	FOSTER KEVIN	1010 MEANDERING WAY	FRANKLIN	TN	37067
089F-B00900	1012 MEANDERING WAY	MOORE KERBY L	1012 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01000	1014 MEANDERING WAY	HUDDLESTON ELIZABETH	1014 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01100	1016 MEANDERING WAY	JACKSON SUZANNE F	1016 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01200	1018 MEANDERING WAY	BRAINE ANDREW AND CARLA 2011 FAMILY	1018 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01300	1020 MEANDERING WAY	MANGIAGLI SHERRI LYNN	1020 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01400	1022 MEANDERING WAY	CALDWELL CURTIS	1022 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01500	1024 MEANDERING WAY	GOSPODAREK CHARLES E	1024 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01600	1026 MEANDERING WAY	PRESTWOOD ALISON	1026 MEANDERING WAY	FRANKLIN	TN	37067
089F-B07600	201 GOLDEN LEAF CT	CARTER AMY A	201 GOLDEN LEAF CT	FRANKLIN	TN	37067
089F-B07700	1015 MEANDERING WAY	GUSKE JANINE M	1015 MEANDERING WAY	FRANKLIN	TN	37067
089F-B07800	1013 MEANDERING WAY	SLEDGE TIMOTHY	1013 MEANDERING WAY	FRANKLIN	TN	37067
089F-B07900	1011 MEANDERING WAY	BARGAS CHRISTOPHER	1011 MEANDERING WAY	FRANKLIN	TN	37067
089F-B08000	1009 MEANDERING WAY	DOYLE RICHARD D	1009 MEANDERING WAY	FRANKLIN	TN	37064
089G-B00100	923 OAK MEADOW DR	CLARK FERMAN J	923 OAK MEADOW DR	FRANKLIN	TN	37064
089--02604	3485 CAROTHERS PKWY	THIEBOLD BOB	3485 CAROTHERS PKWY	FRANKLIN	TN	37067
089G-B00300	509 HOPEWOOD CT	PORTER TERRY W	509 HOPEWOOD CT	FRANKLIN	TN	37064
089G-B01900	524 HOPEWOOD CT	STEWART GERALYN	524 HOPEWOOD CT	FRANKLIN	TN	37064
089G-B02000	520 HOPEWOOD CT	GREGG JILL	332 LAKEMONT CIR	FRANKLIN	TN	37067
089G-B02100	516 HOPEWOOD CT	LAFITTE GLEN	516 HOPEWOOD CT	FRANKLIN	TN	37064
089G-B02200	512 HOPEWOOD CT	TRUELOVE ANGELYN Y	512 HOPEWOOD COURT	FRANKLIN	TN	37064
089G-B02300	504 HOPEWOOD CT	FAULKNER LORENE	504 HOPEWOOD COURT	FRANKLIN	TN	37064
089G-B02400	941 OAK MEADOW DR	REYNAGA MIRIAM	941 OAK MEADOW DR	FRANKLIN	TN	37064
089G-C02400	509 OVERVIEW LN	MARLIN JAMES	2908 COURTNEY CT	COLUMBIA	TN	38401
089J-A00100	949 OAK MEADOW DR	EDGAR JOHN KENNETH	949 OAK MEADOW DR	FRANKLIN	TN	37064
089J-A00200	505 OVERVIEW LN	SCHWARTZ SUSAN	505 OVERVIEW LN	FRANKLIN	TN	37064
089J-A00300	504 OVERVIEW LN	LONG BRENT L	504 OVERVIEW LN	FRANKLIN	TN	37064
089J-A00400	961 OAK MEADOW DR	HILDRETH JACK P	961 OAK MEADOW DR	FRANKLIN	TN	37064
089J-A00500	965 OAK MEADOW DR	TITUS CAMERON	965 OAK MEADOW DR	FRANKLIN	TN	37064
089K-G03500	220 MORAY CT	OAK DUCK GENERAL PTNRSH	205 POWELL PLACE	BRENTWOOD	TN	37027
089K-G05200	MORAY CT	LOCKWOOD GLEN HOMEOWNERS ASSOCIATION	50 VANTAGE WAY #100	NASHVILLE	TN	37228

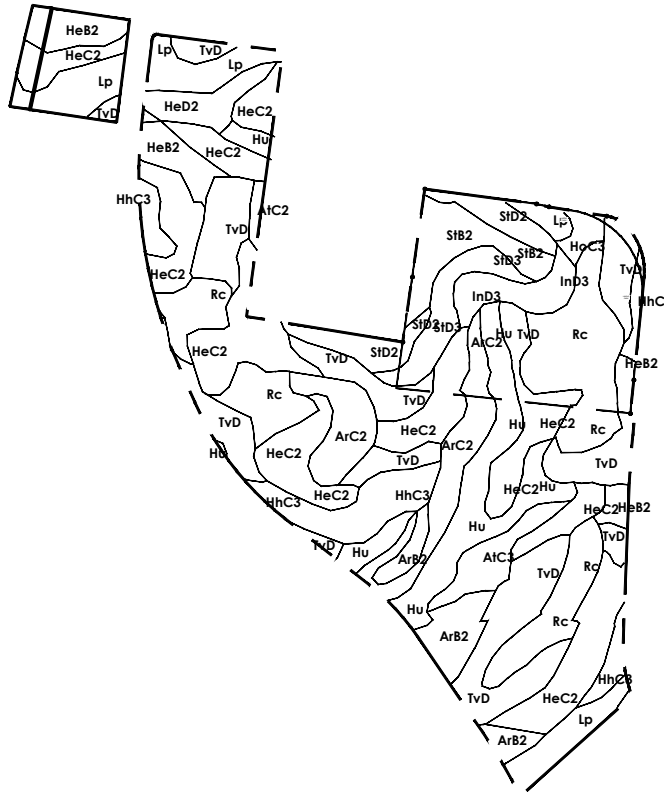
BOUNDARY AND TOPOGRAPHY SURVEY PROVIDED BY:
WILLIAMSON COUNTY GIS



Revision	Date
△	_____
△	_____
△	_____
△	_____



SOILS MAP



- SOILS LEGEND**
- ArB2 Armour Silt Loam, 2 To 5 Percent Slopes, Eroded
 - AtC2 Armour Silty Clay Loam, 5 to 12 Percent Slopes, Eroded
 - AtC3 Armour Silty Clay Loam, 5 to 12 Percent Slopes, Severely Eroded
 - CaA Captina Silt Loam, Phosphatic, 0 to 2 Percent Slopes
 - CaB2 Captina Silt Loam, Phosphatic, 2 to 5 Percent Slopes, Eroded
 - HeB2 Hampshire-Colbert Silt Loams, 2 to 5 Percent Slopes, Eroded
 - HeC2 Hampshire-Colbert Silt Loams, 5 to 12 Percent Slopes, Eroded
 - HeD2 Hampshire-Colbert Silt Loams, 12 to 20 Percent Slopes, Eroded
 - HhC3 Hampshire-Colbert Silty Clay Loams, 5 to 12 Percent Slopes, Severely Eroded
 - HoC3 Hicks Silty Clay Loams, 5 to 12 Percent Slopes, Severely Eroded
 - Hu Huntington Silt Loam, Phosphatic
 - Ind3 Inman Silty Clay Loam, 12 to 20 Percent Slopes, Severely Eroded
 - Lp Lindsie Silt Loam, Phosphatic
 - Rc Rockland
 - Se Sequatchie Loam, Phosphatic
 - SiB2 Stiversville Silt Loam, 2 to 5 Percent Slopes, Eroded
 - SiC2 Stiversville Silt Loam, 5 to 12 Percent Slopes, Eroded
 - SiD2 Stiversville Silt Loam, 12 to 20 Percent Slopes, Eroded
 - SiD3 Stiversville Silt Loam, 12 to 20 Percent Slopes, Severely Eroded
 - TvD Talbot Very Rocky Soils, 2 to 15 Percent Slopes

LEGEND

EXISTING TREE CANOPY

- NOTES:**
- DEVELOPER TO RETAIN ALL MINERAL RIGHTS.
 - STRUCTURES CURRENTLY EXIST ON SITE - SEE PLAN
 - THERE ARE NO HISTORIC STRUCTURES WITHIN 500' OF THE SITE

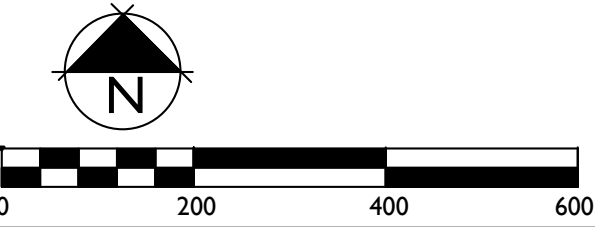
TREE CANOPY DATA

EXISTING TREE CANOPY: 449,739 SF - 10.32 AC

NOTE:
PER APPROVED DEVELOPMENT PLAN (COF #6120) THERE ARE NO TREE CANOPY PRESERVATION REQUIREMENTS ASSOCIATED WITH THIS SITE

EXISTING SLOPES

- 14% - 19.99%
- 20% AND GREATER



SITE DATA

SUBDIVISION/DEVELOPMENT	LOCKWOOD GLEN PUD SUBDIVISION
EXISTING ZONING/ CHARACTER AREA OVERLAY PROPOSED ZONING	SD-R(5.03) - McEWEN AREA 6 SD-R (5.25)
OTHER APPLICABLE OVERLAYS	FLOODWAY FRINGE OVERLAY (FFO) FLOODWAY OVERLAY DISTRICT (FWO)
DEVELOPMENT STANDARD	CONVENTIONAL
(MINERAL RIGHTS FOR THIS PROPERTY ARE HELD BY OWNER OF RECORD.)	
EXISTING ACREAGE OF SITE	126.89 ACRES
PROPOSED ACREAGE OF SITE	121.54
EXISTING TREE CANOPY	+/- 10.32 ACRES

LOCKWOOD GLEN PUD SUBDIVISION
REZONING REQUEST
FRANKLIN, Williamson County, Tennessee



Revision	Date
△	
△	
△	
△	

EXISTING
CONDITIONS

C1.1
COF #6883

LOCKWOOD GLEN PUD SUBDIVISION REVISION 4
RESOLUTION 2018-107
ORDINANCE 2018-63
FRANKLIN MUNICIPAL PLANNING COMMISSION
1/24/2019

Project Information

Existing Zoning: SD-R 5.03
Proposed Zoning: SD-R 5.25
Existing Land Use: Residential
Proposed Land Use: Residential
Character Area: MECO-6
Development Standard: Conventional
Other Overlays: FFO, FWO
Site Acreage: 121.54 acres
Proposed Number of Dwelling Units: 638 (no change)

- | | |
|---|---|
|  Lockwood Glen PUD |  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 |



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

Open Issues: 1

Planning

[Lockwood Glen PUD Subdivision Development Plan Revision 4, Resubmittal 01.03.2018.pdf](#)

4. Changes to approved plans

christopher.andrews@franklinton.gov As a result of this revision staff recognizes the entitlements for the 16 dwelling units originally proposed as townhouses. Should the developer desire to redistribute those 16 units to other locations within the Lockwood Glen PUD Subdivision, a development plan revision would need to be approved by either the FMPC or BOMA, dependent upon revision criteria found in Section 2.4.2 (11) in the Zoning Ordinance. As these 16 units were intended to be attached townhouses, moving them to another location within the Lockwood Glen PUD Subdivision would serve as "major changes to typical lots in either dimension and/or number of lots revised in a section or throughout the development", and would trigger a review from the FMPC.

Please provide a note on Page C 2.0 of the development plan revision acknowledging that "Any future revisions made with respect to the location of the remaining entitled dwelling units may require review and approval by the Franklin Municipal Planning Commission or the Board of Mayor and Aldermen."

LOCKWOOD GLEN
PUD SUBDIVISION
DEVELOPMENT PLAN REVISION 4
SD-R (SPECIFIC DEVELOPMENT - RESIDENTIAL)
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

SITE DATA

SUBDIVISION/DEVELOPMENT:	LOCKWOOD GLEN PUD SUBDIVISION
COF PROJECT NUMBER:	6884
TAX MAP & PARCELS:	MAP 89 - PARCELS 48.01, 43.01, 43.06
ADDRESS	SOUTH CAROTHERS ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	14TH
EXISTING SITE ACREAGE:	126.89 AC
PROPOSED SITE ACREAGE:	121.54 AC
EXISTING ZONING - CHARACTER OVERLAY AREA 6	SD-R (5.03) - McEWEN CHARACTER
PROPOSED ZONING - OTHER APPLICABLE OVERLAYS:	SD-R (5.25) FLOODWAY FRINGE OVERLAY (FFO) FLOODWAY OVERLAY DISTRICT (FWO)
APPLICABLE DEVELOPMENT STANDARDS:	CONVENTIONAL
CIVIL DISTRICT:	14

APPLICANT & LANDSCAPE ARCHITECT:

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GREG GAMBLE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TN 37064
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ENGINEER:

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IRA BLONDER
3306 SWEENEY ROAD
FRANKLIN, TN 37064
615-255-0751
iblonder@soundkitchen.com



NOTE: THIS DEVELOPMENT PLAN REVISION DOES NOT SEEK TO REVISE ANY CONDITIONS OR PARAMETERS CONTAINED IN THE APPROVED LOCKWOOD GLEN DEVELOPMENT PATTERN BOOK. ALL CONDITIONS AND REGULATIONS SET FORTH SHALL REMAIN

SHEET INDEX

C0.1	CURRENTLY APPROVED DEVELOPMENT PLAN
C0.4	REVISED BOUNDARY DESCRIPTION
C1.0	EXISTING CONDITIONS PLAN
C1.1	ENLARGED EXISTING CONDITIONS PLAN
C2.0	DEVELOPMENT PLAN

DEVELOPMENT SUMMARY

ORIGINAL PUD COF#1619 APPROVED 9/10/2008 AS NICHOLS BEND
(REVISION 1) LOCKWOOD GLEN DEVELOPMENT PLAN COF#6120 APPROVED APRIL 2017 - ADDED KING PARCEL TO SECTION 12 - REMOVED 7.35 AC FROM PUD TO REZONE COMMERCIAL
(REVISION 2) LOCKWOOD GLEN DEVELOPMENT PLAN COF# 6676 APPROVED JULY 2018: SECTION 12 - 11 RESIDENTIAL LOTS (PREVIOUSLY 79 RESIDENTIAL LOTS) SECTION 13 - 0 RESIDENTIAL LOTS (PREVIOUSLY 2 RESIDENTIAL LOTS) SECTION 14 - 1 RESIDENTIAL LOTS (PREVIOUSLY 6 RESIDENTIAL LOTS) SECTION 15 - 16 UNITS (NO CHANGE; NOT INCLUDED IN DEVT PLAN REVISION) SECTION 16 - 50 RESIDENTIAL LOTS (NEW SECTION) SECTION 17 - 28 RESIDENTIAL LOTS (NEW SECTION) TOTAL - 106 RESIDENTIAL LOTS/UNITS (NO CHANGE)
(REVISION 3) LOCKWOOD GLEN DEVELOPMENT PLAN COF# 6822 PROPOSED CHANGES: REMOVAL OF PARCEL 089---04808 FROM OVERALL DEVELOPMENT PLAN NO CHANGE TO OVERALL UNIT COUNT OR PREVIOUSLY APPROVED SECTIONS
(REVISION 4) LOCKWOOD GLEN DEVELOPMENT PLAN COF# XXXX PROPOSED CHANGES: REMOVAL OF PARCEL 089---04700 FROM OVERALL DEVELOPMENT PLAN NO CHANGE TO OVERALL UNIT COUNT OR PREVIOUSLY APPROVED SECTIONS



PRE-APPLICATION SUBMITTAL:
INITIAL SUBMITTAL: 12.10.2018
RESUBMITTAL: 1.03.2019
ONE STOP SUBMITTAL:
ONE STOP SUBMITTAL:
COF# 6884

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
greg.gamble@gdc-tn.com



STATEMENT OF IMPACTS:

STREET NETWORK:

SOUTH CAROTHERS ROAD IS A MINOR COLLECTOR. SOUTH CAROTHERS PARKWAY IS A MAJOR ARTERIAL. ALL ROADS WITHIN LOCKWOOD GLEN ARE LOCAL STREETS UNLESS OTHERWISE NOTED.

WATER:

WATER SERVICE WILL BE COORDINATED WITH THE MILLCROFTON UTILITY DISTRICT AND THE CITY OF FRANKLIN TO PROVIDE ADEQUATE FLOW AND CAPACITY. ALL WATER MAINS SHALL BE LOCATED IN A 15' PUBLIC UTILITY EASEMENT.

SEWER:

SEWER SERVICE WILL BE COORDINATED WITH THE CITY OF FRANKLIN TO PROVIDE ADEQUATE FLOW AND CAPACITY. ALL SANITARY SEWER LINES ARE INSIDE THE PROPOSED R.O.W.

RECLAIMED WATER FACILITIES:

THERE ARE NO REQUIRING WATER FACILITIES CURRENTLY IN PROXIMITY TO THE SITE. THE CITY OF FRANKLIN HAS PROPOSED A ZERO DISCHARGE WASTEWATER TREATMENT PLANT NEARBY THAT COULD SERVE THIS DEVELOPMENT.

DRAINAGE FACILITIES:

STORM DRAINAGE TIES TO EXISTING STORM DRAINAGE IN ADJACENT, PREVIOUSLY APPROVED PHASES OF LOCKWOOD GLEN WHICH WERE SIZED TO ACCOMMODATE THE NUMBER OF LOTS SHOWN.

POLICE, FIRE AND RECREATIONAL FACILITIES:

POLICE - 900 COLUMBIA AVE., 4.3 MILES
FIRE - STATION #2, 907 MURFREESBORO ROAD, 2.5 MILES
RECREATIONAL - EASTERN FLANK BATTLE FIELD PARK, 2.9 MILES. PARKS ARE PLANNED DIRECTLY ACROSS CAROTHERS BLVD.

PROJECTED STUDENT POPULATION:

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

SITE DATA (DEVELOPMENT PLAN REVISION 3)

SITE DATA:

SUBDIVISION / DEVELOPMENT: LOCKWOOD GLEN PUD SUBDIVISION
REVISION #3
EXISTING ZONINGS / CHARACTER AREA OVERLAY: SD-R / MCEWEN AREA 6
PROPOSED ZONING: SD-R / MCEWEN AREA 6
OTHER APPLICABLE OVERLAYS: FLOODWAY FRINGE OVERLAY (FFO)
FLOODWAY OVERLAY DISTRICT (FWD)
CONVENTIONAL
218.58 AC
126.89 AC
10.32 AC (8% OF SITE)

REVISED SITE DATA:

LOCKWOOD GLEN RESIDENTIAL AREA: 126.89 AC
TOTAL PERMITTED UNITS (NO CHANGE): 638 UNITS
PROPOSED SITE DENSITY: 5.03 DUA
TOTAL UNIT PREVIOUSLY SUBMITTED (NO CHANGE): 532 UNITS
CURRENT REMAINING PERMITTED UNITS (NO CHANGE): 106 UNITS

SECTION	NUMBER OF RESIDENTIAL LOTS
1	46
2	13
3	38
4	44
5	27
6	26
7	28
8	50
9	21
10	239
11	0
12	11
13	0
14	1
15	16
16	50
17	28

TOTAL PROPOSED SITE AREA: 126.89 AC
TOTAL OPEN SPACE REQUIRED (15%): 19.04 AC
TOTAL OPEN SPACE PROVIDED: 20.76 AC (16.4%)

*NOTE: OPEN SPACE CALCULATIONS ARE FROM PREVIOUS DEVELOPMENT PLANS SUBMITTED BY OTHERS.
DEVELOPMENT PLAN REVISION THREE DOES NOT REMOVE ANY PREVIOUSLY APPROVED OPEN SPACE LOTS (FORMAL OR INFORMAL). PARCEL 089---04808 WAS NOT INCLUDED IN OPEN SPACE CALCULATIONS FOR PREVIOUSLY APPROVED DEVELOPMENT PLANS.

PREVIOUS REVISIONS

SITE DATA (DEVELOPMENT PLAN REVISION 2)

SITE DATA:

SUBDIVISION / DEVELOPMENT: LOCKWOOD GLEN PUD SUBDIVISION
REVISION #2
EXISTING ZONINGS / CHARACTER AREA OVERLAY: SD-R / MCEWEN AREA 6
PROPOSED ZONING: SD-R / MCEWEN AREA 6
OTHER APPLICABLE OVERLAYS: FLOODWAY FRINGE OVERLAY (FFO)
FLOODWAY OVERLAY DISTRICT (FWD)
CONVENTIONAL
218.58 AC
126.89 AC
10.32 AC (8% OF SITE)

REVISED SITE DATA:

LOCKWOOD GLEN RESIDENTIAL AREA (DOES NOT CHANGE): 218.58 AC
TOTAL PERMITTED UNITS (NO CHANGE): 638 UNITS
PROPOSED SITE DENSITY (NO CHANGE): 2.92 DUA
TOTAL UNIT PREVIOUSLY SUBMITTED (NO CHANGE): 532 UNITS
CURRENT REMAINING PERMITTED UNITS (NO CHANGE): 106 UNITS

PROPOSED UNITS:

PHASE 12 PREVIOUSLY APPROVED UNITS: 79 UNITS
+ SECTION 12 PROPOSED UNITS: 11 UNITS
SECTION 13 PREVIOUSLY APPROVED UNITS: 2 UNITS
+ SECTION 13 PROPOSED UNITS: 0 UNITS
SECTION 14 PREVIOUSLY APPROVED UNITS: 6 UNITS
+ PHASE 14 PROPOSED UNITS: 1 UNITS
+ PHASE 15 (NO CHANGE): 16 UNITS
+ SECTION 16 (NEW SECTION): 50 UNITS
+ SECTION 17 (NEW SECTION): 28 UNITS
+ TOTAL PROPOSED UNITS: 106 UNITS
PROPOSED REMAINING PERMITTED UNITS: 0 UNITS

LOCKWOOD GLEN - RESIDENTIAL LAND USE DATA - DEVELOPMENT PLAN REVISION #1

DEVELOPMENT	SITE PLAN SUBMITTED	APPROVAL DATE	PREVIOUS PR ZONED ACRES	TOTAL SD-R ZONED ACRES PER PUD REVISION 04/11/16	APPROVED DWELLING UNITS	TOTAL DWELLING UNITS PER PUD REVISION 04/11/16	APPROVED REMAINING ACRES	TOTAL REMAINING SD-R ZONED ACRES PER PUD REVISION 04/11/16	APPROVED REMAINING DWELLINGS	TOTAL REMAINING DWELLING UNITS PER PUD REVISION 04/11/16
CONCEPT PLAN	N/A	SEPT. 2008	**220.90	**** 218.58	624	638 (+14)	**220.90	**** 218.58	624	638 (+14)
SECTION 1	X	MAY 2013	**9.80	**9.80	46	46	211.10	208.78	578	592
SECTION 2	X	MAY 2013	3.00	3.00	13	13	208.1	205.78	565	579
SECTION 3	X	MAY 2013	7.20	7.20	38	38	200.9	198.58	537	541
SECTION 4	X	APRIL 2014	6.59	6.59	44	44	194.31	191.99	483	497
SECTION 5	X	APRIL 2014	10.56	10.56	27	27	183.75	181.43	456	470
SECTION 6	X	APRIL 2014	4.03	4.03	26	26	179.72	177.40	430	444
SECTION 7	X	APRIL 2014	12.62	12.62	28	28	167.1	164.78	402	416
SECTION 8	X	JAN. 2016	12.35	12.35	50	50	154.75	152.43	352	366
SECTION 9	X	FEB. 2016	5.63	5.63	21	21	149.12	146.80	331	345
SECTION 10	X	JULY 2016	15.56	15.56	239	239	133.56	131.24	92	106
SECTION 11	X	JUNE 2016	1.88	1.88	0	0	**133.56	***131.24	92	106
SECTION 12	-----	-----	27.90	32.93	51	2	105.66	98.31	41	25
SECTION 13	-----	-----	8.36	****1.01	10	2	97.30	97.30	31	25
SECTION 14	-----	-----	3.81	3.81	6	6	93.49	93.49	25	19
SECTION 15	-----	-----	4.41	4.41	16	16	89.08	89.08	9	3

NOTES:

1. PARCEL LINES & TOPOGRAPHY PROVIDED BY CITY OF FRANKLIN G.I.S.
2. AERIAL PHOTOGRAPH PROVIDED BY GOOGLE.

CURRENT APPROVED DEVELOPMENT PLAN REVISION 3 - NTS
FOR REFERENCE ONLY



LOCKWOOD GLEN PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 3
FRANKLIN, Williamson County, Tennessee



Revision Date
△
△
△
△

DEVELOPMENT
PLAN

C2.0

COF#6822



LOCKWOOD GLEN PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 4
Franklin, Williamson County, Tennessee



Revision Date
△
△
△
△

APPROVED
DEVELOPMENT
PLAN

C0.1

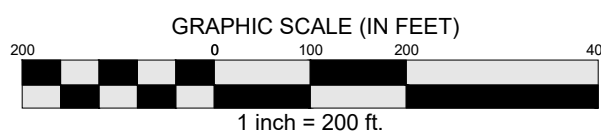
COF#6884

Line Table		
Line #	Direction	Length
L1	S7° 57' 01"W	1007.65
L2	S7° 26' 55"W	387.69
L3	S80° 41' 16"E	824.24
L4	N8° 26' 26"E	343.04
L5	N8° 01' 21"E	462.57
L6	S82° 24' 09"E	586.85
L7	S80° 56' 29"E	304.54
L8	S28° 37' 07"E	33.26
L9	S5° 13' 31"W	132.33
L10	S5° 53' 01"W	586.17

Line Table		
Line #	Direction	Length
L11	S83° 46' 25"E	25.00
L12	S6° 04' 28"W	110.27
L13	S2° 27' 07"W	542.39
L14	S1° 41' 23"W	295.29
L15	S47° 37' 03"W	418.85
L16	S49° 03' 53"W	196.32
L17	S48° 22' 44"W	166.16
L18	N34° 11' 58"W	605.91
L19	N51° 51' 54"W	556.69
L20	N23° 42' 09"W	205.98

Line Table		
Line #	Direction	Length
L21	N7° 15' 10"E	398.89
L22	S82° 43' 15"E	118.21
L23	N83° 35' 45"E	1.59
L24	S82° 20' 54"E	538.31
L25	S12° 13' 01"W	539.74
L26	N81° 30' 44"W	105.18
L27	S81° 25' 13"E	101.09

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	66.85	432.00	8.87	S76° 30' 31"E	66.78
C2	178.08	195.00	52.32	S54° 46' 48"E	171.95
C3	191.97	325.00	33.84	S11° 41' 48"E	189.19
C4	249.92	3953.11	2.62	S04°15'48"W	249.88
C5	278.91	700.00	32.83	S9° 43' 29"E	277.06
C6	382.49	2929.79	7.48	N30° 27' 34"W	382.21
C7	373.35	1210.92	17.67	N43° 01' 56"W	371.87
C8	772.69	1572.02	28.16	N37° 47' 01"W	764.93
C9	1340.67	2481.48	38.96	N8° 13' 30"W	1324.42
C10	39.27	25.00	90.44	N52° 15' 10"E	35.36
C11	540.23	11309.60	2.74	N12°38'55"E	540.18



LOCKWOOD DEVELOPMENT LESS CAROTHERS PARKWAY PROPERTY DESCRIPTION

Land situated in the 9th and 14th Civil Districts of Williamson County, Tennessee, being a portion of the properties conveyed to Lockwood Family LP by Dorris R. Lockwood of record in Deed book 1777, Page 759, and Deed book 1777, Page 761 and a portion of the property conveyed to Lockwood Construction Company by Anthony B. Jamison of record in Deed book 656, Page 650 in the Registers Office of Williamson County, Tennessee (R.O.W.C., TN), and being more particularly described as follows.

beginning at an existing iron rod on the southerly margin of South Carothers Road said iron rod being the northwestern corner of the James C. and Gail H. Alligood property as of record in Deed book 1202, Page 845, R.O.W.C., TN and the northeast corner of the herein described property; Thence leaving said margin and along the westerly line of said Alligood 507°-57°-01"W for a distance of 1007.65 feet to an iron rod (old); Thence 507°-26°-55"W for a distance of 387.69 feet to an iron rod (old) at the southwest corner of said Alligood; Thence along the south line of Alligood 580°-41°-16"E for a distance of 824.24 feet to an iron rod (old) at the southeast corner of the Wilson Dudley Davis property as of record in Deed book 435, Page 126, R.O.W.C., TN; Thence along Davis' easterly line N08°-26°-26"E for a distance of 343.04 feet to an iron rod (old) at the southeast corner of the Collie Strain and Jessica Strain property as of record in Deed book 5632, Page 184, R.O.W.C., TN; Thence leaving said Davis and along the easterly line of Strain N08°-01°-21"E for a distance of 462.57 feet to an iron rod (old) at the southwest corner of the Robert and Nicole Russell property as of record in Deed book 6264, Page 582, R.O.W.C., TN; Thence leaving Strain and along the southerly line of Russell S82°-24°-09"E for a distance of 666.85 feet to an iron rod (old) in the southerly margin of South Carothers Road; Thence along said margin for the next (7) calls, with a curve to the left having an arc length of 66.85 feet, a radius of 432.00 feet a chord bearing and distance of S76°-30°-31"E, 66.78 feet; Thence S80°-56°-29"E for a distance of 304.54 feet; Thence with a curve to the right having an arc length of 178.08 feet, a radius of 195.00 feet, a chord bearing and distance of S54°-46°-48"E, 179.95 feet; Thence S28°-37°-07"E, 33.26 feet; Thence with a curve to the right having an arc length of 191.97 feet, a radius of 325.00 feet, a chord bearing and distance of S11°-41°-48"E, 189.19 feet; Thence S05°-13°-31"W for a distance of 132.33 feet; Thence S05°-53°-01"W for a distance of 586.17 feet to an iron rod (old) being the northeast of Lot 103 of Lockwood Glen PUD Subdivision Section 3 as of record in Plat Book 60, Page 33, R.O.W.C., TN; Thence leaving said margin and Lot 103 S83°-46°-25"E for a distance of 25.00 feet to the centerline of said South Carothers Road; Thence along said centerline the next (5) calls, S06°-04°-29"W for a distance of 110.27 feet; Thence with a curve to the left having an arc length of 249.92 feet, a radius of 3983.11 feet, a chord bearing and distance of S04°-15°-48"W, 249.88 feet; Thence S02°-27°-07"W for a distance of 542.39 feet; Thence S01°-41°-23"W for a distance of 295.29 feet; Thence with a curve to the left having an arc length of 278.91 feet, a radius of 700.00 feet, a chord bearing and distance of S09°-43°-29"E, 277.06 feet; Thence leaving said centerline S47°-37°-03"W for a distance of 418.85 feet; Thence S49°-03°-53"W for a distance of 196.32 feet; Thence S48°-22°-44"W for a distance of 166.16 feet to the northerly margin of Carothers Parkway; Thence along said margin with a curve to the left having an arc length of 382.49 feet, a radius of 2929.79 feet, a chord bearing and distance of N30°-27°-34"W, 382.21 feet; Thence N34°-11°-58"W for a distance of 605.91 feet; Thence continuing along said margin with a curve to the left having an arc length of 373.35 feet, a radius of 1210.92 feet, a chord bearing and distance of N43°-01°-56"W, 371.87 feet; Thence N51°-51°-54"W for a distance of 556.69 feet; Thence continuing along said margin with a curve to the right having an arc length of 772.69 feet, a radius of 1572.02 feet, a chord bearing and distance of N37°-47°-01"W, 764.93 feet; Thence N23°-42°-09"W for a distance of 205.98 feet; Thence continuing along said margin with a curve to the right having an arc length of 1340.67 feet, a radius of 2481.48 feet, a chord bearing and distance of N08°-13°-30"W, 1324.42 feet; Thence N07°-15°-10"E for a distance of 398.89 feet; Thence continuing along said margin with a curve to the right having an arc length of 39.27, a radius of 25.00 feet, a chord bearing and distance of N52°-15°-10"E, 35.36 feet to the south margin of the aforementioned South Carothers Road; Thence along said margin S82°-43°-15"E for a distance of 118.21 feet; Thence N83°-35°-45"E for a distance of 1.59 feet; Thence S 82°-20°-54"E for a distance of 538.31 feet to the point of beginning.

Containing: 120.29 Acres +/-

PROPERTY DESCRIPTION
LOCKWOOD DEVELOPMENT
TRACT TWO

Property situated in the City of Franklin, Williamson County, Tennessee, being shown on Tax Map 089, as Parcel 47.02. Said property being bound on the north by Nickolas R. Shelton, on the east by Ira A. Blonder, on the south by The City of Franklin, on the west by Interstate 65 and being more particularly described as follows,

Commencing at a concrete monument (old) on the westerly right-of-way of Carothers Parkway at the northeast corner of the Ira A. Blonder property as of record in Deed Book 7309, Page 265, R.O.W.C., TN., Thence leaving said right-of-way and along Blonder's north line N81°26'-41"W, a distance of 13.87'; Thence N81°25'-10"W, a distance of 395.54' to an iron rod N75°05'08.38, E:1723461.18] being Blonders northwest corner and the northeast of the property herein described being the True Point of Beginning.

Thence with said Blonder's west line 121°-13'-01"W, a distance of 539.74' to an iron rod in the north line of the City of Franklin property as of record in Deed 7268, Page 4208, R.O.W.C., TN; Thence with the north line of said City of Franklin property N81°30'-44"W, a distance of 105.18' to a point in the easterly right-of-way of Interstate 65; Thence leaving said City of Franklin's north line and with the easterly right-of-way of Interstate 65, with a curve to the right having a radius of 13,360.80', an arc distance of 50.23', a central angle of 02°-38'-15", a chord bearing and distance of N121°-38'-55"W, 8' to a concrete monument (old) at the southeast corner of the Nickolas R. Shelton property as of record in Deed 4004, Page 188, R.O.W.C., TN; Thence leaving said right-of-way and with said Shelton's southerly line S81°25'-13"E, a distance of 101.09' to the Point of Beginning.

Containing 1.30 acres

TRACT 1
5,239,825 SQ FT
120.29 ACRES

AREA TO BE REMOVED

TRACT 2
—56,722 SQ FT
1.30 ACRES

GDC

GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

ENERGY LAND & INFRASTRUCTURE
4420 DONELSON PIKE, SUITE A12 • NASHVILLE, TN 37217
OFFICE 615-383-6300 • WWW.ELI-LLC.COM
ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL

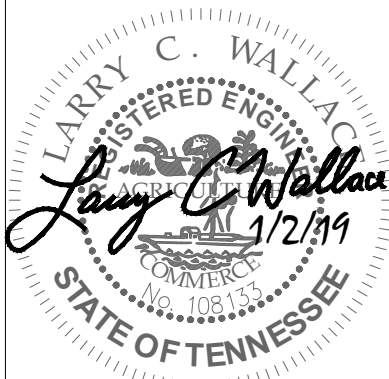
UNIVERSITY OF CALIFORNIA, BERKELEY



**LOCKWOOD GLEN
PUD SUBDIVISION
DEVELOPMENT PLAN REVISION 4**
MAP 89, PARCELS 43.01, 46.00, & 47.02

CITY OF FRANKLIN PROJECT NO. 6884

FRANKLIN, TENNESSEE

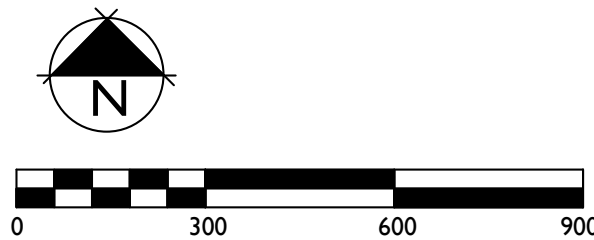
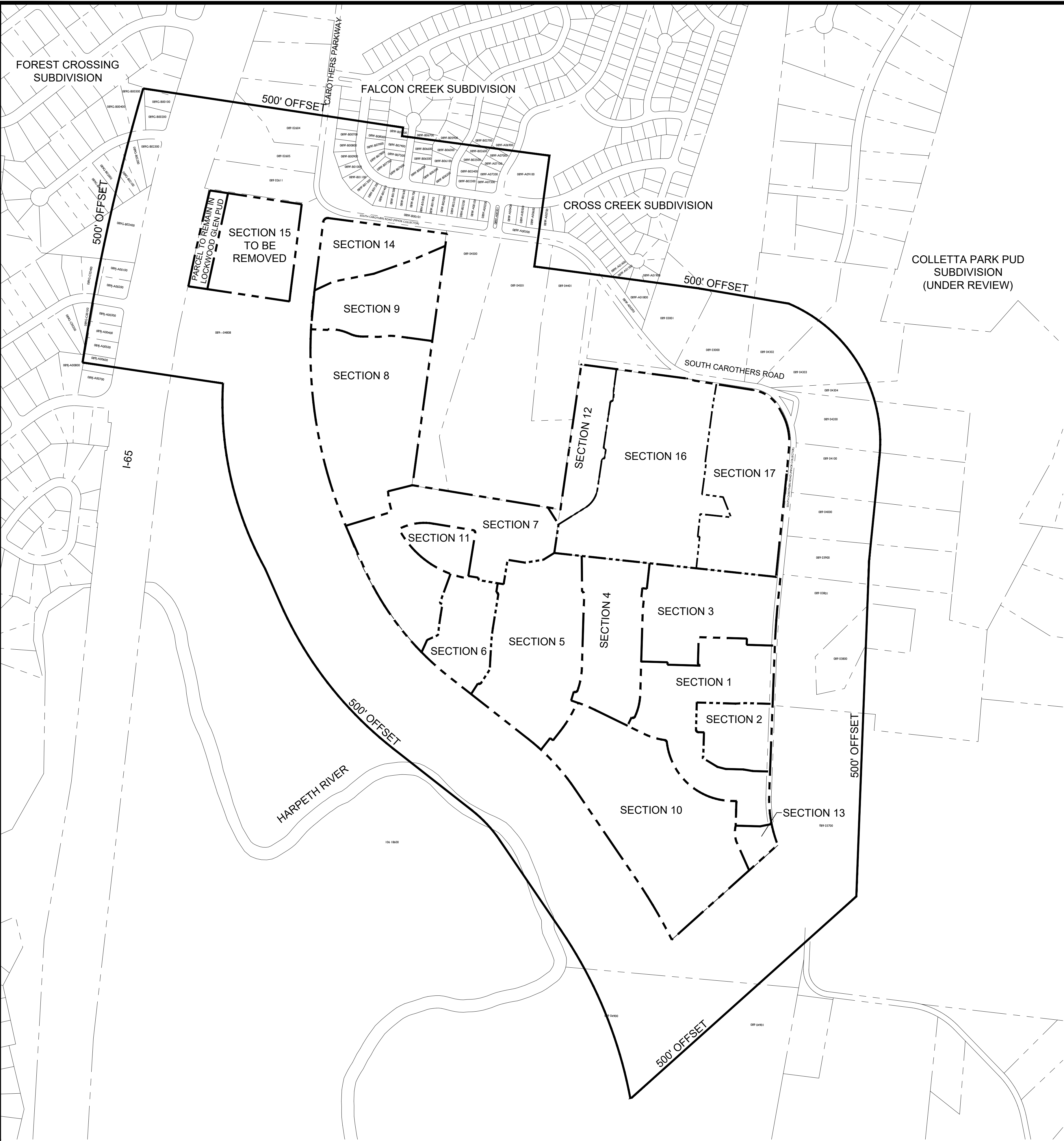
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Issue Date:	Dec. 7, 2018
ELI Project No:	18-11-1108.2
Drafted By:	RDP
Checked By:	LCW
Sheet Title:	

REVISED BOUNDARY DESCRIPTION

Sheet No.

C 0.4



500' ADJACENT PROPERTY OWNERS:

PARCEL NUMBER	PROPERTY ADDRESS	OWNER	OWNER STREET	OWNER CITY	OWNER STATE	OWN ZIP
089G-B00200	505 HOPEWOOD CT	DARNELL WILLIAM BRIAN	505 HOPEWOOD CT	FRANKLIN	TN	37064
089---02605	3465 CAROTHERS PKWY	CAROTHERS DENNIS	3465 CAROTHERS PKWY	FRANKLIN	TN	37064
089---02611	3453 CAROTHERS PKWY	SHELTON NICKOLAS R	3453 CAROTHERS PKWY	FRANKLIN	TN	37064
089---04600	4315 S CAROTHERS RD	LOCKWOOD SEC 9 & 12 LLC	572 SAVANNAH HWY	CHARLESTON	SC	29407
089---04700	4309 S CAROTHERS RD	BLONDER IRA A	112 SEABOARD LN	FRANKLIN	TN	37067
089---04702	S CAROTHERS RD	WITHAWD LLC	250 N ORANGE AVE STE 1500	ORLANDO	FL	32801
089---04808	CAROTHERS PKWY	CITY OF FRANKLIN	109 3RD AVE S	FRANKLIN	TN	37064-000
089F-B00101	S CAROTHERS RD	FALCON CREEK HOMEOWNERS ASSOC INC	FIRST TN BANK BLDG #207	FRANKLIN	TN	37064
089F-B00600	1006 MEANDERING WAY	BEIER ADAM	1006 MEANDERING WAY	FRANKLIN	TN	37067
089F-B00700	1008 MEANDERING WAY	ROUSOS PETER C	1008 MEANDERING WAY	FRANKLIN	TN	37067
089F-B00800	1010 MEANDERING WAY	FOSTER KEVIN	1010 MEANDERING WAY	FRANKLIN	TN	37067
089F-B00900	1012 MEANDERING WAY	MOORE KERBY L	1012 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01000	1014 MEANDERING WAY	HUDDLESTON ELIZABETH	1014 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01100	1016 MEANDERING WAY	JACKSON SUZANNE F	1016 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01200	1018 MEANDERING WAY	BRAINE ANDREW AND CARLA 2011 FAMILY	1018 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01300	1020 MEANDERING WAY	MANGIAGLI SHERRI LYNN	1020 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01400	1022 MEANDERING WAY	CALDWELL CURTIS	1022 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01500	1024 MEANDERING WAY	GOSPODAREK CHARLES E	1024 MEANDERING WAY	FRANKLIN	TN	37067
089F-B01600	1026 MEANDERING WAY	PRESTWOOD ALISON	1026 MEANDERING WAY	FRANKLIN	TN	37067
089F-B07600	201 GOLDEN LEAF CT	CARTER AMY A	201 GOLDEN LEAF CT	FRANKLIN	TN	37067
089F-B07700	1015 MEANDERING WAY	GUSKE JANINE M	1015 MEANDERING WAY	FRANKLIN	TN	37067
089F-B07800	1013 MEANDERING WAY	SLEDGE TIMOTHY	1013 MEANDERING WAY	FRANKLIN	TN	37067
089F-B07900	1011 MEANDERING WAY	BARGAS CHRISTOPHER	1011 MEANDERING WAY	FRANKLIN	TN	37067
089F-B08000	1009 MEANDERING WAY	DOYLE RICHARD D	1009 MEANDERING WAY	FRANKLIN	TN	37064
089G-B00100	923 OAK MEADOW DR	CLARK FERMAN J	923 OAK MEADOW DR	FRANKLIN	TN	37064
089---02604	3485 CAROTHERS PKWY	THIEBOLD BOB	3485 CAROTHERS PKWY	FRANKLIN	TN	37067
089G-B00300	509 HOPEWOOD CT	PORTER TERRY W	509 HOPEWOOD CT	FRANKLIN	TN	37064
089G-B01900	524 HOPEWOOD CT	STEWART GERALYN	524 HOPEWOOD CT	FRANKLIN	TN	37064
089G-B02000	520 HOPEWOOD CT	GREGG JILL	332 LAKEMONT CIR	FRANKLIN	TN	37067
089G-B02100	516 HOPEWOOD CT	LAFITTE GLEN	516 HOPEWOOD CT	FRANKLIN	TN	37064
089G-B02200	512 HOPEWOOD CT	TRUELOVE ANGELYN Y	512 HOPEWOOD COURT	FRANKLIN	TN	37064
089G-B02300	504 HOPEWOOD CT	FAULKNER LORENE	504 HOPEWOOD COURT	FRANKLIN	TN	37064
089G-B02400	941 OAK MEADOW DR	REYNAGA MIRIAM	941 OAK MEADOW DR	FRANKLIN	TN	37064
089G-C02400	509 OVERVIEW LN	MARLIN JAMES	2908 COURTNEY CT	COLUMBIA	TN	38401
089J-A00100	949 OAK MEADOW DR	EDGAR JOHN KENNETH	949 OAK MEADOW DR	FRANKLIN	TN	37064
089J-A00200	505 OVERVIEW LN	SCHWARTZ SUSAN	505 OVERVIEW LN	FRANKLIN	TN	37064
089J-A00300	504 OVERVIEW LN	LONG BRENT L	504 OVERVIEW LN	FRANKLIN	TN	37064
089J-A00400	961 OAK MEADOW DR	HILDRETH JACK P	961 OAK MEADOW DR	FRANKLIN	TN	37064
089J-A00500	965 OAK MEADOW DR	TITUS CAMERON	965 OAK MEADOW DR	FRANKLIN	TN	37064
089K-G03500	220 MORAY CT	OAK DUCK GENERAL PTRNSHP	205 POWELL PLACE	BRENTWOOD	TN	37027
089K-G05200	MORAY CT	LOCKWOOD GLEN HOMEOWNERS ASSOCIATION	50 VANTAGE WAY #100	NASHVILLE	TN	37228

BOUNDARY AND TOPOGRAPHY SURVEY PROVIDED BY:
WILLIAMSON COUNTY GIS



LOCKWOOD GLEN PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 4

FRANKLIN, Williamson County, Tennessee



Revision	Date
△	_____
△	_____
△	_____
△	_____

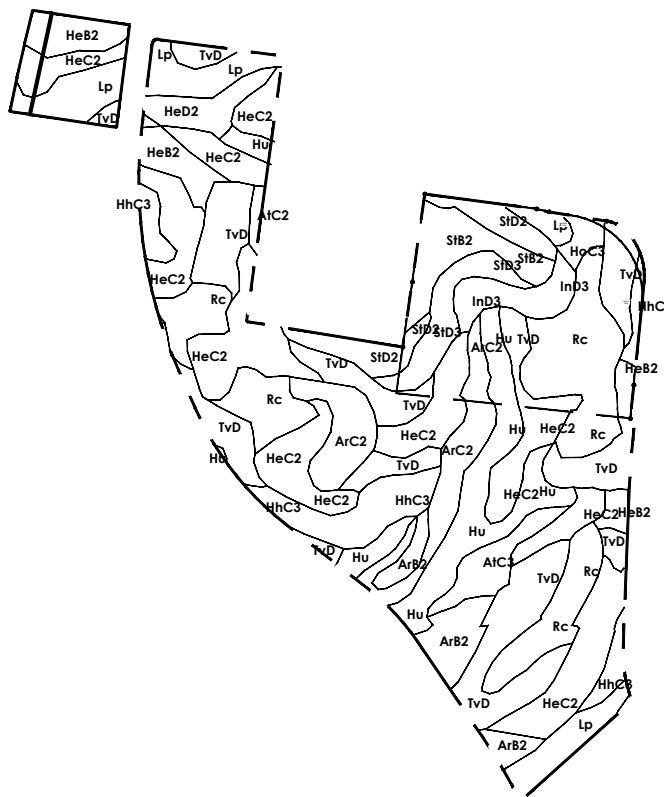
OVERALL
EXISTING
CONDITIONS

C1.0

COF#6884



SOILS MAP



- SOILS LEGEND**
- ArB2 Armour Silt Loam, 2 To 5 Percent Slopes, Eroded
 - AtC2 Armour Silty Clay Loam, 5 to 12 Percent Slopes, Eroded
 - AtC3 Armour Silty Clay Loam, 5 to 12 Percent Slopes, Severely Eroded
 - CaA Captina Silt Loam, Phosphatic, 0 to 2 Percent Slopes
 - CaB2 Captina Silt Loam, Phosphatic, 2 to 5 Percent Slopes, Eroded
 - HeB2 Hampshire-Colbert Silt Loams, 2 to 5 Percent Slopes, Eroded
 - HeC2 Hampshire-Colbert Silt Loams, 5 to 12 Percent Slopes, Eroded
 - HeD2 Hampshire-Colbert Silt Loams, 12 to 20 Percent Slopes, Eroded
 - HhC3 Hampshire-Colbert Silty Clay Loams, 5 to 12 Percent Slopes, Severely Eroded
 - HoC3 Hicks Silty Clay Loams, 5 to 12 Percent Slopes, Severely Eroded
 - Hu Huntington Silt Loam, Phosphatic
 - InD3 Inman Silty Clay Loam, 12 to 20 Percent Slopes, Severely Eroded
 - Lp Lindsie Silt Loam, Phosphatic
 - Rc Rockland
 - Se Sequatchie Loam, Phosphatic
 - SiB2 Stiversville Silt Loam, 2 to 5 Percent Slopes, Eroded
 - SiC2 Stiversville Silt Loam, 5 to 12 Percent Slopes, Eroded
 - SiD2 Stiversville Silt Loam, 12 to 20 Percent Slopes, Eroded
 - SiD3 Stiversville Silt Loam, 12 to 20 Percent Slopes, Severely Eroded
 - TvD Talbot Very Rocky Soils, 2 to 15 Percent Slopes

LEGEND

EXISTING TREE CANOPY

- NOTES:**
- DEVELOPER TO RETAIN ALL MINERAL RIGHTS.
 - STRUCTURES CURRENTLY EXIST ON SITE - SEE PLAN
 - THERE ARE NO HISTORIC STRUCTURES WITHIN 500' OF THE SITE

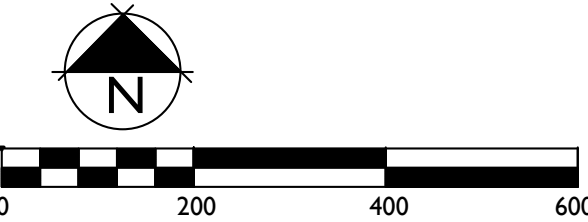
TREE CANOPY DATA

EXISTING TREE CANOPY: 449,739 SF - 10.32 AC

NOTE:
PER APPROVED DEVELOPMENT PLAN (COF #6120) THERE ARE NO TREE CANOPY PRESERVATION REQUIREMENTS ASSOCIATED WITH THIS SITE

EXISTING SLOPES

- 14% - 19.99%
- 20% AND GREATER



SITE DATA

SUBDIVISION/DEVELOPMENT	LOCKWOOD GLEN PUD SUBDIVISION
EXISTING ZONING/ CHARACTER AREA OVERLAY PROPOSED ZONING	SD-R (5.03) - McEWEN AREA 6 SD-R (5.25)
OTHER APPLICABLE OVERLAYS	FLOODWAY FRINGE OVERLAY (FFO) FLOODWAY OVERLAY DISTRICT (FWO)
DEVELOPMENT STANDARD	CONVENTIONAL
(MINERAL RIGHTS FOR THIS PROPERTY ARE HELD BY OWNER OF RECORD.)	
EXISTING ACREAGE OF SITE	126.89 ACRES
PROPOSED ACREAGE OF SITE	121.54 ACRES
EXISTING TREE CANOPY	+/- 10.32 ACRES

LOCKWOOD GLEN PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 4
FRANKLIN, Williamson County, Tennessee



Revision	Date
△	
△	
△	
△	

EXISTING
CONDITIONS

C1.1
COF #6884



DEVELOPMENT
PLAN REVISION 4
-- REMOVE SECTION 15
PARCEL 089---04700
FROM OVERALL
DEVELOPMENT PLAN

STATEMENT OF IMPACTS:

STREET NETWORK:
SOUTH CAROTHERS ROAD IS A MINOR COLLECTOR. SOUTH CAROTHERS PARKWAY IS A MAJOR ARTERIAL. ALL ROADS WITHIN LOCKWOOD GLEN ARE LOCAL STREETS UNLESS OTHERWISE NOTED.

WATER:
WATER SERVICE WILL BE COORDINATED WITH THE MILLCROFTON UTILITY DISTRICT AND THE CITY OF FRANKLIN TO PROVIDE ADEQUATE FLOW AND CAPACITY. ALL WATER MAINS SHALL BE LOCATED IN A 15' PUBLIC UTILITY EASEMENT.

SEWER:
SEWER SERVICE WILL BE COORDINATED WITH THE CITY OF FRANKLIN TO PROVIDE ADEQUATE FLOW AND CAPACITY. ALL SANITARY SEWER LINES ARE INSIDE THE PROPOSED R.O.W.

RECLAIMED WATER FACILITIES:
THERE ARE NO REPAIRS TO WATER FACILITIES CURRENTLY IN PROXIMITY TO THE SITE. THE CITY OF FRANKLIN HAS PROPOSED A ZERO DISCHARGE WASTEWATER TREATMENT PLANT NEARBY THAT COULD SERVE THIS DEVELOPMENT.

DRAINAGE FACILITIES:
STORM DRAINAGE TIES TO EXISTING STORM DRAINAGE IN ADJACENT, PREVIOUSLY APPROVED PHASES OF LOCKWOOD GLEN WHICH WERE SIZED TO ACCOMMODATE THE NUMBER OF LOTS SHOWN.

POLICE, FIRE AND RECREATIONAL FACILITIES:
POLICE - 900 COLUMBIA AVE., 4.3 MILES
FIRE - STATION #2, 907 MURFREESBORO ROAD, 2.5 MILES
RECREATIONAL - EASTERN FLANK BATTLE FIELD PARK, 2.9 MILES. PARKS ARE PLANNED DIRECTLY ACROSS CAROTHERS BLVD.

PROJECTED STUDENT POPULATION:

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

SITE DATA (DEVELOPMENT PLAN REVISION 3)

SITE DATA:	
SUBDIVISION / DEVELOPMENT:	LOCKWOOD GLEN PUD SUBDIVISION
EXISTING ZONING / CHARACTER AREA OVERLAY:	REVISION #4
PROPOSED ZONING:	SD-R (5.03) / MCEWEN AREA 6
OTHER APPLICABLE OVERLAYS:	SD-R (5.25) FLOODWAY FRINGE OVERLAY (FFO) FLOODWAY OVERLAY DISTRICT (FWO)
DEVELOPMENT STANDARD:	CONVENTIONAL
EXISTING SITE ACREAGE:	126.89 AC
PROPOSED SITE ACREAGE:	121.54 AC
EXISTING TREE CANOPY:	10.32 AC (8% OF SITE)
REVISED SITE DATA:	
LOCKWOOD GLEN RESIDENTIAL AREA:	121.54 AC
TOTAL PERMITTED UNITS (NO CHANGE):	638 UNITS
PROPOSED SITE DENSITY:	5.17 DUA
CURRENT REMAINING PERMITTED UNITS:	106 UNITS

SECTION	NUMBER OF RESIDENTIAL LOTS
1	46
2	13
3	38
4	44
5	27
6	26
7	28
8	50
9	21
10	239
11	0
12	11
13	0
14	1
15	REMOVED
16	50
17	28

LOTS TO BE REDISTRIBUTED:	16
TOTAL PROPOSED SITE AREA:	121.54 AC
TOTAL OPEN SPACE REQUIRED (15%):	18.23 AC
TOTAL OPEN SPACE PROVIDED:	20.76 AC (17.1%)

*NOTE: OPEN SPACE CALCULATIONS ARE FROM PREVIOUS DEVELOPMENT PLANS SUBMITTED BY OTHERS. DEVELOPMENT PLAN REVISION THREE DOES NOT REMOVE ANY PREVIOUSLY APPROVED OPEN SPACE LOTS (FORMAL OR INFORMAL).

LOCKWOOD GLEN PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 4
FRANKLIN, Williamson County, Tennessee



Revision	Date
△	_____
△	_____
△	_____
△	_____

DEVELOPMENT
PLAN

C2.0

COF#6884

NOTES:
1. PARCEL LINES & TOPOGRAPHY PROVIDED BY CITY OF FRANKLIN G.I.S.
2. AERIAL PHOTOGRAPH PROVIDED BY GOOGLE

RESOLUTION 2019-12

INITIAL RESOLUTION AUTHORIZING THE CITY OF FRANKLIN, TENNESSEE TO ISSUE ITS GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY-FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$34,500,000)

WHEREAS, the Board of Mayor and Aldermen (the “Board”) of the City of Franklin, Tennessee (the “Municipality”) desires to authorize not to exceed \$34,500,000 to finance the general improvement projects described below.

NOW THEREFORE BE IT RESOLVED by the Board of Mayor and Aldermen that for the purpose of financing the (i) acquisition of land for and/or acquisition, construction, improvement, repair, renovation, maintenance and/or equipping of (a) public buildings and facilities, (b) parks, recreational facilities and community centers, (c) streets, roads and bridges, including but not limited to sidewalks, signage, signalization, related facilities, lighting and drainage improvements, (d) public safety equipment and vehicles, including but not limited to fire apparatus and police vehicles and (e) improvements to the sanitation facility; (ii) acquisition of all property real or personal, appurtenant thereto, or connected with the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the Municipality for prior expenditures for the Projects; and (v) payment of costs incident to the issuance and sale of the indebtedness described herein, the Municipality shall borrow money and incur indebtedness through the issuance of general obligation bonds in the aggregate principal amount of not to exceed \$34,500,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable law and which shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the Board that the City Administrator/Recorder of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of general obligation bonds in the amount not to exceed \$34,500,000 to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Administrator/Recorder of the Municipality protesting the issuance of the general obligation bonds, such bonds will be issued as proposed.

City Administrator/Recorder

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2019.

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

The Board of Mayor and Aldermen of the City of Franklin, Tennessee, met in regular session on March 12, 2019, at 7:00 p.m. at the City Hall, Franklin, Tennessee, with the Honorable Ken Moore, Mayor, presiding.

The following Aldermen were present:

The following Aldermen were absent:

There were also present Eric Stuckey, City Administrator/Recorder, and Kristine Tallent, Assistant City Administrator/Chief Financial Officer.

After the meeting was duly called to order, the following resolution was introduced by _____, seconded by _____ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

I, Lanaii Y. Benne, certify that I am the duly qualified and acting Assistant City Recorder of the City of Franklin, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on March 12, 2019; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$34,500,000 general obligation bonds of said Municipality.

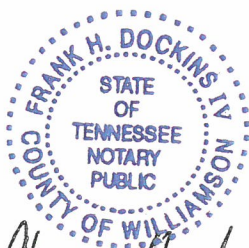
WITNESS my official signature and seal of said Municipality on this the _____ day of _____, 2019.

Assistant City Recorder

(SEAL)

PUBLICATION COST

City of Franklin
Meeting Agenda
Board of Mayor & Aldermen
See Attachment A
pages 1-3



Frank H. Dockins IV

Expires: 2-21-22

STATE OF TENNESSEE County of Williamson Newspaper

Williamson
Herald
THE VOICE OF AMERICA'S GREATEST COUNTY

CMD Publishing, LLC
Derby Jones, Publisher

Derby Jones

Authorized Representative
State under Oath that
the attached publication has
run the stated dates below in
Williamson County.

RUN DATES

March 7, 2019

CITY OF FRANKLIN
109 3RD AVE S FRANKLIN, TN 37064 (615)791-3217
MEETING AGENDA
BOARD OF MAYOR & ALDERMEN
BOARD ROOM
TUESDAY, MARCH 12, 2019 7:00 PM

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. 19-0229 Consideration of Approval of Minutes:
 February 26, 2019 5:00 p.m. Work Session
 February 26, 2019 7:00 p.m. Board of Mayor and 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 19 - 26 Be Placed On The Consent Agenda.

2. 19-0232 Consideration of items 19 - 26 on the Consent Agenda

OLD BUSINESS

3. 18-0891 PUBLIC HEARING: Consideration of Ordinance 2018-46, To Be Entitled:
 "An Ordinance To Amend The Franklin Municipal Code, Appendix A-Comprehensive Fees And Penalties, Chapter 14, Relating To Zoning And Land Use Application Fees For The Planning Review Process."
 (1/24/19 FMPC 7-0; 02/12/19 BOMA 1st Reading 8-0) SECOND OF THREE READINGS
 Sponsors: Planning and Sustainability Dept and Emily Hunter
4. 18-1049 PUBLIC HEARING: Consideration of Resolution 2018-91, A Resolution Initiating The Annexation Process And Draft Plan Of Services For The Ingraham Property Located At 4099 And 4101 Clovercroft Road. (12/11/18 WS)
 Sponsors: Emily Hunter, Amy Diaz-Barriga and Christopher Andrews
5. 18-1258 PUBLIC HEARING: Consideration Of Resolution 2018-105 - A Resolution Approving A Revised Development Plan For Avalon Square PUD Subdivision With 7 Modifications Of Development Standards (MOS 1-6: Retaining Wall Height; MOS 7: Retaining Wall Material), For The Property At The Intersection Of Cool Springs Boulevard And East McEwen Drive". (12/20/18 FMPC 7-1; 1/08/19 WS)
 Sponsors: Franklin Municipal Planning Commission, Emily Hunter, Amy Diaz-Barriga and Josh King
6. 18-1257 PUBLIC HEARING: Consideration Of Ordinance 2018-61 - An Ordinance To Rezone 58.58 Acres From Specific Development Variety District (2.61, 391,012) To Specific Development Variety District (10.48,420875) For The Property Located At The Intersection Of Cool Springs Boulevard And East McEwen Drive (Avalon Square PUD Subdivision) (12/20/18 FMPC 7-1; 1/08/19 WS; 02/12/19 BOMA 1st Reading 8-0) SECOND OF THREE READINGS
 Sponsors: Franklin Municipal Planning Commission, Emily Hunter, Amy Diaz-Barriga and Josh King
7. 19-0023 Consideration of Road Impact Fee Offset Agreement for Avalon Square PUD Subdivision (COF Contract 2019-0003) with Parkes Development Group, LLC. (02/12/19 and 02/26/19 WS)
 Sponsors: Paul Holzen
8. 18-1276 PUBLIC HEARING: Consideration of Ordinance 2018-62 - An Ordinance To Rezone 5.35 Acres From Specific Development Residential (SD-R 5.03) District To Neighborhood Commercial (NC) District For The Property Located West Of Carothers Parkway And South Of South Carothers Road, 4309 South Carothers Road (Discovery Center) (1/24/19 FMPC 7-0, 02/12/19 BOMA 1st Reading 8-0) SECOND OF THREE READINGS
 Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Christopher Andrews
9. 18-1277 PUBLIC HEARING: Consideration of Ordinance 2018-63 - An Ordinance

To Rezone 121.54 Acres From Specific Development-Residential (SD-R 5.03) District To Specific Development-Residential (SD-R 5.25) District For The Property Located East Of Carothers Parkway And South Of South Carothers Road (Lockwood Glen PUD Subdivision). (1/24/19 FMPC 7-0; 2/12/19 1st Reading BOMA 8-0) SECOND OF THREE READINGS
Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Christopher Andrews

10. 18-1278 PUBLIC HEARING: Consideration of Resolution 2018-107 - A Resolution Approving A Revised Development Plan For Lockwood Glen PUD Subdivision, For The Property Located East Of Carothers Parkway And South Of South Carothers Road. (1/24/19 FMPC 7-0, 02-12-19 WS)
Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Christopher Andrews

NEW BUSINESS

11. 19-0241 *Consideration of An Interlocal Agreement With Williamson County And The City Of Brentwood For Mutual Aid Related To Vehicle Burglaries.
12. 19-0177 Consideration of Resolution 2019-12, An Initial Resolution Authorizing The City To Issue General Obligation Bonds In An Amount Not To Exceed \$34,500,000. (2/14/19 FINANCE 4-0, 02/26/19 WS)
Sponsors: Kristine Tallent
13. 19-0179 Consideration of Resolution 2019-13, a Resolution to Issue General Obligation Improvement and Refunding Bonds in an Amount Not To Exceed \$61,500,000. (2/14/19 FINANCE 4-0; 02/26/19 WS)
Sponsors: Kristine Tallent
14. 19-0161 Consideration of An Interlocal Agreement With Williamson County, The City Of Franklin, And The Franklin Special School District To Redistribute A Portion Of The Half Of The One-Half Percent Sales And Use Tax Increase That Is Not Allocated For Schools. (02/26/19 WS)
Sponsors: Eric Stuckey
15. 19-0192 Consideration of a Professional Services Agreement (COF Contract No. 2019-0062) with CIVIL-LINK, LLC for the Pavement Preservation Program, Plan Development and Management, in an Amount Not-to-Exceed \$96,000.00 (Deferred from 2/28/19 CIC due to Lack of Quorum).
Sponsors: Mark Hilty and Jonathan Marston
16. 19-0221 Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2017-0171) with Volkert, Inc. for the Final Design of Franklin ITS Extension Project (TDOT PIN 116144.00) for an Increased Lump Sum Cost of \$13,250.00 (Deferred from 2/28/19 CIC Due to Lack of Quorum).
Sponsors: Engineering
17. 19-0226 *Consideration of Resolution 2019-17, A Resolution Awarding the Construction Contract (COF Contract No. 2018-0252) for the Jim Warren City Park Tennis Court Repair Project to Tennessee Valley Paving Co. Inc. in the Amount of \$779,321.00.
Sponsors: Lisa Clayton and Paul Holzen
18. 19-0206 Consideration of Liquor License for Cool Springs Wine and Spirits, (Owners Bret Moore, Winston C. (Del) Hickman, Dean Taylor, and Joe Goodman, Managing Agent) 1935 Mallory Lane, Franklin, TN, 37067. (02/26/19 WS)
Sponsors: Lanai Benne

All Other Consent Items

19. 18-0809 *Consideration Of Ordinance 2018-43: "An Ordinance To Rezone 22.07 Acres From The Detached Residential 1 District (R-1) To The Specific Development - Residential (SD-R 2.04) District For The Property Located North Of South Carothers Road And East Of Carothers Parkway, 4338 And 4340 South Carothers Road (Carothers Chase)." Establishing a Public Hearing for April 9, 2019 (11/15/18 FMPC 7-0, 11/27/18 WS & BOMA 1st Reading 8-0; 1/08/19 BOMA 7-0, deferred Third Reading to 2/12/19 BOMA Old Business; 02/12/19 BOMA Referred this item to 2/28/19 FMPC 8-0; 02/28/19 FMPC 7-2)
Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Christopher Andrews
20. 18-0860 Consideration of Ordinance 2018-32, an Ordinance to Amend Title 16, Chapter 10, Section 16-1004 Relative to the Use of City Police Officers Required Under an Approved Traffic Control Plan. (Deferred from 12/11/18 and 1/08/19 WS; 1/22/19 WS, 02/12/19 BOMA 8-0) SECOND AND FINAL READING
Sponsors: Eric Stuckey, Vernon Gerth and Shauna Billingsley
21. 18-1100 Consideration Of Ordinance 2018-56 - An Ordinance To Rezone 43.97 Acres From Agricultural (AG) District To Specific Development - Residential (SD-R 3.00) District For The Property Located North Of Del Rio Pike And West Of Reese Drive, 2970 Del Rio Pike (The Fields At Reese Farm PUD Subdivision). (12/20/18 FMPC 8-0, 01/08/19 BOMA 1st Reading 7-0, 02/26/19 BOMA 2nd Reading 8-0) THIRD AND FINAL READING
Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Christopher Andrews
22. 19-0185 Consideration of Ordinance 2019-01, an Ordinance to Amend Title 17 - Municipal Solid Waste Disposal, for the Purpose of Providing Adequate Time for Transfer Station Customers to Pay Bills Before Due Date (02/26/19 WS) FIRST OF TWO READINGS

- Sponsors: Jack Tucker and Mark Hilty
23. 19-0193 Consideration Of Resolution 2019-19, A Resolution to Deny the Request To Waive Title 18 For 107 Chester Stevens Court (Map 079M Parcel 00400); 111 Chester Stevens Court (Map 079M Parcel 00500); and 115 Chester Stevens Court Map (079M Parcel 00600) for the Associated Impact Fees Related to Sewer Connections. (02/26/19 WS)
Sponsors: Michelle Hatcher
24. 19-0182 Consideration of Event Permit for the Great Americana BBQ Festival sponsored by the Franklin Noon Rotary Club on August 23-24, 2019 (02/26/19 WS)
Sponsors: Lisa Clayton
25. 19-0183 Consideration of Event Permit for Eat the Street in Downtown Franklin on May 3, 2019 (02/26/19 WS)
Sponsors: Deb Faulkner
26. 19-0184 Consideration of Event Permit for Westhaven 5K Memory Run benefitting the Alzheimer's Association in Westhaven on May 4, 2019. (02/26/19 WS)
Sponsors: Deb Faulkner

RECEIPT OF REPORTS AND ITEMS APPROVED ON BEHALF OF THE BOARD

27. 19-0121 Professional Services Agreement (COF Contract No. 2019-0039) with R. Rhett Turner, MAI for Appraisal Services for the Franklin Road Corridor Improvements
Sponsors: Paul Holzen
28. 19-0127 Professional Services Agreement (COF Contract No. 2019-0041) with Jackson Thornton for Consulting Services for the Evaluation of Impact Fees and a Sewer Basin Capacity Fee Initiative with the Water Management Department
Sponsors: Michelle Hatcher
29. 19-0131 Professional Services Agreement (COF Contract No. 2019-0044) with Boozer and Company, PC for Appraisal Services for the Franklin Road Corridor Improvements
Sponsors: Paul Holzen
30. 19-0213 Sole-source purchase from Wavetronix of Provo, Utah of traffic signal vehicle detection equipment for resurfacing of intersection of Mallory Lane and Cool Springs Boulevard in the total amount of \$31,668.04 for the Streets Department (included in \$4.1 million for major road resurfacing to be financed by \$23.12 million general obligation public improvement bonds, series 2017)
Sponsors: Joe York
31. 19-0137 City of Franklin Contract No. 2019-0048 To Annex Property Belonging to Robert Jeffrey Fulmer and Sonja Ann Fulmer (Tax Map 052 Parcel 03900) Recorded In Deed Book 6793 Page 643 In Williamson County TN Contract #2019-0049, An Agreement Between The City of Franklin and Jeff Fulmer and Sonja Fulmer
Sponsors: Michelle Hatcher
32. 19-0139 City of Franklin Contract No. 2019-0049, An Agreement With Robert Jeffrey Fulmer and Sonja Ann Fulmer (Tax Map 052 Parcel 03900) Recorded In Deed Book 6793 Page 643 In Williamson County TN Contract #2019-0049
Sponsors: Michelle Hatcher
33. 19-0152 City of Franklin Contract No. 2019-0051, An Agreement Between The City of Franklin and James Jason McConnell and Francesca French McConnell, Deerfield Section 2 Lot 29 (Map 52 Parcel 49).
Sponsors: Michelle Hatcher
34. 19-0098 COF Contract 2019-0030 with Michigan Public Health Institute for the Sound Off with the Home Fire Safety Patrol Grant from the U.S. Department of Homeland Security / FEMA, August 22, 2018 - August 21, 2019.
Sponsors: Rocky Garzarek

EXECUTIVE SESSION

35. 19-0235 Motion to move into Executive Session

RETURN FROM EXECUTIVE SESSION

36. 19-0238 Actions from Executive Session

Scheduled Meetings and Events

Scheduled Meetings:

- | | | |
|----------|-----------|---|
| March 14 | 8:00 a.m. | Civil War Historical Commission |
| March 18 | 4:00 p.m. | Historic Zoning Design Review Committee |
| March 21 | 3:30 p.m. | Franklin Transit Authority |
| March 25 | 1:00 p.m. | Budget & Finance Committee |
| March 26 | 5:00 p.m. | BOMA Work Session |
| March 26 | 7:00 p.m. | Board of Mayor and Aldermen |

Other Business

Adjourn

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

PUBLICATION COST

PUBLIC NOTICE

RESOLUTION NUMBER 2019-12

INITIAL RESOLUTION AUTHORIZING THE CITY OF FRANKLIN, TENNESSEE TO ISSUE ITS GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY-FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$34,500,000)

WHEREAS, the Board of Mayor and Aldermen (the "Board") of the City of Franklin, Tennessee (the "Municipality") desires to authorize not to exceed \$34,500,000 to finance the general improvement projects described below.

NOW THEREFORE BE IT RESOLVED by the Board of Mayor and Aldermen that for the purpose of financing the (i) acquisition of land for and/or acquisition, construction, improvement, repair, renovation, maintenance and/or equipping of (a) public buildings and facilities; (b) parks, recreational facilities and community centers, (c) streets, roads and bridges, including but not limited to sidewalks, signage, signalization, related facilities, lighting and drainage improvements, (d) public safety equipment and vehicles, including but not limited to fire apparatus and police vehicles and (e) improvements to the sanitation facility; (ii) acquisition of all property real or personal, appurtenant thereto, or connected with the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the Municipality for prior expenditures for the Projects; and (v) payment of costs incident to the issuance and sale of the indebtedness described herein, the Municipality shall borrow money and incur indebtedness through the issuance of general obligation bonds in the aggregate principal amount of not to exceed \$34,500,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable law and which shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the Board that the City Administrator/Recorder of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of general obligation bonds in the amount not to exceed \$34,500,000 to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice, to-wit:

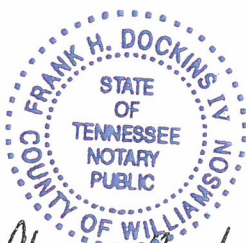
NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Administrator/Recorder of the Municipality protesting the issuance of the general obligation bonds, such bonds will be issued as proposed.

Adopted and approved this 12th day of March, 2019.

Dr. Ken Moore, Mayor

ATTEST: Eric Stuckey, City Administrator/Recorder
City of Franklin, Tennessee



Frank H. Dockins IV

Expires: 2-21-22

STATE OF TENNESSEE County of Williamson Newspaper

Williamson Herald

THE VOICE OF AMERICA'S GREATEST COUNTY

CMD Publishing, LLC
Derby Jones, Publisher

Derby Jones

Authorized Representative
State under Oath that
the attached publication has
run the stated dates below in
Williamson County.

RUN DATES

March 14, 2019

Series 2019 General Obligation New Money and Refunding Bonds

Description	Amount
Series 2019A- New Money Projects	
Franklin Road	\$15,330,000
McEwen 4 and 5	9,950,000
Major Road Resurfacing	2,725,000
Fire Apparatus	2,360,000
Police Vehicles	2,000,000
Sanitation Facility Improvements	1,650,000
Est. Costs of Issuance	<u>485,000</u>
Total- Series 2019A	<u>\$34,500,000</u>
Series 2019B- Refunding of 2009B BABs	<u>\$27,000,000</u>
Total Maximum Par Amount- Series 2019 Bonds	<u>\$61,500,000</u>

Next Steps

- February 14th- Budget & Finance Committee/ **Complete**
- February 26th- BOMA Work Session
- March 12th- BOMA Consideration of Bond Resolutions (2)
- March 13th- Publish notice in local paper
- Late March- Receive ratings and publish offering documents
- Mid April- Select underwriter by competitive sale
- Early May- Closing



JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Chief of Staff

February 12, 2019

Honorable Dr. Ken Moore, Mayor
and Honorable Board of Aldermen
City of Franklin
109 Third Avenue South
Franklin, TN 37064

Dear Dr. Moore and Members of the Board:

This letter, report and plan of refunding (the "Plan") are to be published and posted on the website of the City of Franklin (the "City"). Please provide a copy of the letter, report, and Plan to each Commissioner for review at the public meeting for the adoption of the refunding bond authorizing resolution.

We acknowledge receipt on February 4, 2019, of a request from the City to review its plan for the issuance of an estimated \$23,075,000 General Obligation Refunding Bonds, Series 2019B (the "Series 2019B Refunding Bonds").

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our office for review. The information presented in the Plan includes the assertions of the City and may not reflect either current market conditions or market conditions at the time of sale.

Financial Professionals

The Plan was prepared by the City with the assistance of its municipal advisor. The City has indicated that PFM Financial Advisors, LLC is its municipal advisor. Municipal advisors have a fiduciary responsibility to the City. Underwriters have no fiduciary responsibility to the City. They represent the interests of their firm and are not required to act in the City's best interest without regard to their own or other interests.

Compliance with the City's Debt Management Policy

The City provided a copy of its debt management policy, and within forty-five (45) days of issuance of the debt approved in this letter, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. If the City amends its policy, please submit the amended policy to this office.

Plan of Refunding

The City intends to competitively sell approximately \$23,075,000 Series 2019B Refunding Bonds priced at a premium to current refund its outstanding \$26,280,000 General Obligation Public Improvement Bonds, Series 2009B (Federally Taxable, Build America Bonds, Direct Payment) dated December 28, 2009 and maturing March 1, 2020 and thereafter.

Report of the Review of a Plan of Refunding

The enclosed report must be presented to the City's governing body for review prior to the adoption of a refunding bond authorizing resolution.

The enclosed report does not constitute approval or disapproval for the plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity.

The enclosed report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been completed during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to this office. We will then issue a report on the new plan for the governing body to review prior to adopting a new refunding bond authorizing resolution.

This letter and the enclosed report do not address compliance with federal tax regulations and are not to be relied upon for that purpose. The City should discuss these issues with a bond counsel.

The City's plan was prepared with the assistance of its municipal advisor. The assumptions of the plan are the assertions of the City. An evaluation of the preparation, support and underlying assumptions of the plan has not been performed by this office. The enclosed report provides no assurances of the reasonableness of the underlying assumptions.

Required Notification

We recognize that the information provided in the Plan submitted to our office is based on preliminary analysis and estimates and that actual results will be determined by market conditions at the time of sale. However, if it is determined prior to the issuance of the debt, that the actual results will significantly differ from the information provided in the submitted Plan and the City decides to proceed with the issue, the City's governing body and our office should be notified after the sale by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences and that the Chief Executive Officer was aware of the differences and determined to proceed with the issuance of the debt.

Notification will be necessary only if there is a change of ten percent (10%) or more in any of the following:

- (1) An increase in the principal amount of the debt issued;
- (2) An increase in costs of issuance; or
- (3) A decrease in the cumulative savings or increase in the loss.

The notification must include an explanation for any significant differences and the justification for change of ten percent (10%) or more from the amounts in the plan. This notification should be presented to the City's governing body and our office with the required filing of the Report on Debt Obligation, Form CT-0253.

Municipal Securities Rulemaking Board (MSRB) Rule G-17

MSRB Rule G-17 requires underwriters and municipal advisors to deal fairly with the City in the conduct of its municipal securities or municipal advisory activities. The Securities and Exchange Commission approved MSRB Notice 2012-25 on the duties of underwriters to issuers of municipal securities on May 4, 2012. On August 2, 2012, this interpretive notice to MSRB Rule G-17 on fair dealing became part of federal securities law and underwriters are required to comply with its provisions.

These duties fall into three areas:

- statements and representations to issuers;
- disclosures to issuers; and
- financial aspects of underwriting transactions.

To learn more about the obligations of the City's underwriter (if applicable) and municipal advisor, please read the information posted on the MSRB website: www.msrb.org.

Municipal Securities Rulemaking Board (MSRB) – Required Disclosure

Local governments that issue municipal securities on or after February 27, 2019, should be aware that the Securities and Exchange Commission (SEC) adopted amendments to Rule 15c2-12 of the Securities Exchange Act that require reporting on material financial obligations that could impact an issuer's financial condition or security holder's rights. The amendments add two events to the list of events that must be included in any continuing disclosure agreement that is entered into after the compliance date:

- Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; and

- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

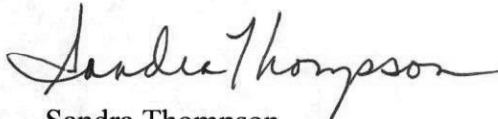
To learn how to report these new disclosures please refer to the MSRB's Electronic Municipal Market Access EMMA® website (emma.msrb.org).

Report on Debt Obligation

We are enclosing a Report on Debt Obligation, Form CT-0253. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the City no later than forty-five (45) days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to State.Local.Finance@cot.tn.gov. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation. A fillable PDF of the form can be found on our website at: <https://comptroller.tn.gov/office-functions/state-and-local-finance.html>.

If you should have questions or need assistance, please feel free to contact your financial analyst, Lori Barnard, at 615.747.5347 or Lori.Barnard@cot.tn.gov. You may also contact our office by mail at the address located at the bottom of this page. Please send it to the attention of your analyst at the Office of State and Local Finance.

Sincerely,



Sandra Thompson
Director of the Office of State and Local Finance

cc: Ms. Jean Suh, Contract Audit Review Manager, Division of Local Government Audit
Ms. Kristine Tallent, Assistant City Administrator/CFO, City of Franklin
Ms. Lauren Lowe, PFM Financial Advisors, LLC
Ms. Lillian Blackshear, Bass, Berry & Sims

Enclosures: Report of the Director of the Office of State and Local Finance
Report on Debt Obligation

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE
CONCERNING THE PROPOSED ISSUANCE OF
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019B
BY THE CITY OF FRANKLIN, TENNESSEE**

The City of Franklin (the "City") submitted a plan of refunding (the "Plan"), as required by TCA § 9-21-903 regarding the issuance of an estimated \$23,075,000 General Obligation Refunding Bonds, Series 2019B (the "Series 2019B Refunding Bonds").

The Plan was prepared with the assistance of the City's municipal advisor, PFM Financial Advisors, LLC. The assumptions of the plan are the assertions of the City. An evaluation of the preparation, support and underlying assumptions of the Plan has not been performed by this office. This report provides no assurances of the reasonableness of the underlying assumptions. This report must be presented to the governing body prior to the adoption of a refunding bond resolution. The Series 2019B Refunding Bonds may be issued with a structure different from that of the Plan. The City provided a copy of its debt management policy.

Balloon Indebtedness

The structure of the Series 2019B Refunding Bonds presented in the Plan does not appear to be balloon indebtedness. If the structure is revised, the City should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness.

City's Proposed Refunding Objective

The Series 2019B Refunding Bonds are being issued to achieve net present value debt service savings.

Plan of Refunding

The City intends to competitively sell approximately \$23,075,000 Series 2019B Refunding Bonds priced at a premium to current refund its outstanding \$26,280,000 General Obligation Public Improvement Bonds, Series 2009B (Federally Taxable, Build America Bonds, Direct Payment) dated December 28, 2009 and maturing March 1, 2020 and thereafter (the "Refunded Bonds").

Refunding Analysis

- Results of the refunding assume that the City intends to sell \$23,075,000 Series 2019B Refunding Bonds by competitive sale and priced at a premium of \$3,625,679.
- The estimated net present value debt service savings is \$1,797,094 or 6.84% of the refunded principal amount of \$26,280,000, achieved by lowering the average coupon from 5.36% for the Refunded Bonds to 5.00% for the Series 2019B Refunding Bonds.
- The final maturity of the Series 2019B Refunding Bonds does not extend beyond the final maturity of the Refunded Bonds.
- The City intends to pay costs of issuance out of bond proceeds and will contribute \$4,121 to the refunding transaction from cash on hand.

- Estimated cost of issuance for the Series 2019B Refunding Bonds is \$202,949 or \$8.80 per \$1,000 of the par amount. See Table 1 for individual costs of issuance.

Table 1
Costs of Issuance
General Obligation Refunding Bonds, Series 2019

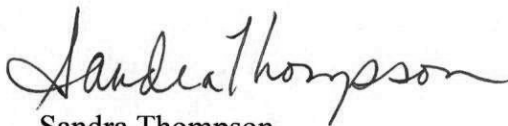
	Amount	Price per \$1,000 Bond
Estimated Underwriter's Discount	\$ 115,375	\$ 5.00
Municipal Advisor (PFM)	28,173	1.22
Bond Counsel (Bass, Berry & Sims)	24,697	1.07
Rating Agency	29,637	1.28
Miscellaneous	5,067	0.22
Total Cost of Issuance	\$ 202,949	\$ 8.80

The City has indicated that PFM Financial Advisors, LLC, is its municipal advisor. Municipal advisors have a fiduciary responsibility to you, the issuer. Underwriters have no fiduciary responsibility to you. They represent the interests of their firm.

This report of the Office of State and Local Finance does not constitute approval or disapproval by the office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the City. The assumptions included in the City's Plan may not reflect either current market conditions or market conditions at the time of sale.

If all the Refunded Bonds are not refunded as a part of the Series 2019B Refunding Bonds, and the City wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to this office for review.

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been completed during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to this office.



Sandra Thompson
Director of the Office of State and Local Finance
Date: February 12, 2019

Projects for 2019 GO Bond Issue City of Franklin, Tennessee February 5 2019					
	Project Budgets by Funding Source				
			Additional Funding	Project	
<u>Project Description</u>	<u>2017 Bonds</u>	<u>2019 Bonds</u>	<u>Requests</u>	<u>Total</u>	<u>Notes</u>
Reimbursement for Completed Projects prior to 2017	3,760,449			3,760,449	
Hillsboro Phase 2 (Roads)	7,746,193			7,746,193	Final bills paid early 2019
Sidewalk 96E (Roads)	1,761,279			1,761,279	Final bills paid early 2019
McEwen Phase 4 (Roads)	1,663,445	8,700,000	16,368,800	26,732,245	2019 Bond is temp connector and ROW; Balance is construction excl TDOT Funds
Franklin Road Streetscape (Roads)	137,885	15,330,000		15,467,885	2019 amount rounded upward to nearest \$5,000 increment
McEwen 5 Gas Main Upgrade (Roads)		1,250,000		1,250,000	Project coordinated with City of Brentwood for timing of adjoining road improvements
Major Road Resurfacing/Paving	4,100,000	2,725,000	1,600,000	8,425,000	Additional funding amount shown is request for 2022 paving season only
Sanitation Facility Improvements	1,500,000	1,650,000		3,150,000	
Public Safety Communications System	4,600,000			4,600,000	
Police Vehicle Replacement		2,000,000		2,000,000	\$2 million for FY 2019 vehicle replacements
Fire Apparatus	1,211,952	2,360,000	2,500,000	6,071,952	2019 amount includes 1 replacement each in FY 2019 and FY 2020; Addtl Funding is 2 pieces also
	\$ 26,481,203	\$ 34,015,000	\$ 20,468,800	\$ 80,965,003	
Comments:					
1)2017 Bonds were issued June 27, 2017 and proceeds must be expended by June 27, 2020					
2)2019 Bonds are assumed to be issued on or about May 15, 2019 and must be expended by May 15, 2022					
3)2017 Bond amounts shown above have been adjusted from their original amounts due to actual expenses.					
4) On September 25, 2018, BOMA adopted the intent resolution for the 2019 Bonds, 2018-71, establishing a not to exceed par amount of \$41.3 million					
5) Costs of issuance not included in this schedule					

Summary of 2019 General Obligation Bonds- Series A & B
City of Franklin, Tennessee
\$61,500,000

Series 2019 A Bonds

Purpose: To fund current capital projects, police vehicles and fire apparatus as shown below:

Franklin Streetscape- Roads	\$15,330,000
McEwen Phase 4- Roads	8,700,000
McEwen Phase 5- Roads	1,250,000
Major Road Resurfacing	2,725,000
Sanitation Facility Improvements	1,650,000
Police Vehicles	2,000,000
Fire Apparatus	2,360,000
Est. Cost of Issuance	<u>485,000</u>
Total Proceeds	\$34,500,000

Average Annual Debt Service (Est.)	\$2,247,949
True Interest Cost- Rates as of 2/7/19	3.044%
Average Life (years)	10.693
Final Maturity	2039

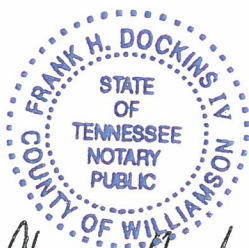
Series 2019 B Bonds

Purpose: To refund the 2009B Build America Bonds maturing annually in years 2020-2029 and to pay costs of issuance associated with the refinancing.

Amount of Refunded Principal	\$26,280,000
Max of Refunding Principal	27,000,000
Final Maturity of 2009 B Bonds	2029
Final Maturity of 2019 B Bonds	2029
Net Present Value Savings (\$)	1,796,513
Net Present Value Savings (%)	6.83%
Avg Annual Savings (Gross)	\$200,000

PUBLICATION COST

City of Franklin
Meeting Agenda
Board of Mayor & Aldermen
See Attachment A
pages 1-3



Frank H. Dockins IV

Expires: 2-21-22

STATE OF TENNESSEE County of Williamson Newspaper

Williamson
Herald
THE VOICE OF AMERICA'S GREATEST COUNTY

CMD Publishing, LLC
Derby Jones, Publisher

Derby Jones

Authorized Representative
State under Oath that
the attached publication has
run the stated dates below in
Williamson County.

RUN DATES

March 7, 2019

CITY OF FRANKLIN
109 3RD AVE S FRANKLIN, TN 37064 (615)791-3217
MEETING AGENDA
BOARD OF MAYOR & ALDERMEN
BOARD ROOM
TUESDAY, MARCH 12, 2019 7:00 PM

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. 19-0229 Consideration of Approval of Minutes:
 February 26, 2019 5:00 p.m. Work Session
 February 26, 2019 7:00 p.m. Board of Mayor and 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 19 - 26 Be Placed On The Consent Agenda.

2. 19-0232 Consideration of items 19 - 26 on the Consent Agenda

OLD BUSINESS

3. 18-0891 PUBLIC HEARING: Consideration of Ordinance 2018-46, To Be Entitled:
 "An Ordinance To Amend The Franklin Municipal Code, Appendix A-Comprehensive Fees And Penalties, Chapter 14, Relating To Zoning And Land Use Application Fees For The Planning Review Process."
 (1/24/19 FMPC 7-0; 02/12/19 BOMA 1st Reading 8-0) SECOND OF THREE READINGS
 Sponsors: Planning and Sustainability Dept and Emily Hunter
4. 18-1049 PUBLIC HEARING: Consideration of Resolution 2018-91, A Resolution Initiating The Annexation Process And Draft Plan Of Services For The Ingraham Property Located At 4099 And 4101 Clovercroft Road. (12/11/18 WS)
 Sponsors: Emily Hunter, Amy Diaz-Barriga and Christopher Andrews
5. 18-1258 PUBLIC HEARING: Consideration Of Resolution 2018-105 - A Resolution Approving A Revised Development Plan For Avalon Square PUD Subdivision With 7 Modifications Of Development Standards (MOS 1-6: Retaining Wall Height; MOS 7: Retaining Wall Material), For The Property At The Intersection Of Cool Springs Boulevard And East McEwen Drive". (12/20/18 FMPC 7-1; 1/08/19 WS)
 Sponsors: Franklin Municipal Planning Commission, Emily Hunter, Amy Diaz-Barriga and Josh King
6. 18-1257 PUBLIC HEARING: Consideration Of Ordinance 2018-61 - An Ordinance To Rezone 58.58 Acres From Specific Development Variety District (2.61, 391,012) To Specific Development Variety District (10.48,420875) For The Property Located At The Intersection Of Cool Springs Boulevard And East McEwen Drive (Avalon Square PUD Subdivision) (12/20/18 FMPC 7-1; 1/08/19 WS; 02/12/19 BOMA 1st Reading 8-0) SECOND OF THREE READINGS
 Sponsors: Franklin Municipal Planning Commission, Emily Hunter, Amy Diaz-Barriga and Josh King
7. 19-0023 Consideration of Road Impact Fee Offset Agreement for Avalon Square PUD Subdivision (COF Contract 2019-0003) with Parkes Development Group, LLC. (02/12/19 and 02/26/19 WS)
 Sponsors: Paul Holzen
8. 18-1276 PUBLIC HEARING: Consideration of Ordinance 2018-62 - An Ordinance To Rezone 5.35 Acres From Specific Development Residential (SD-R 5.03) District To Neighborhood Commercial (NC) District For The Property Located West Of Carothers Parkway And South Of South Carothers Road, 4309 South Carothers Road (Discovery Center) (1/24/19 FMPC 7-0, 02/12/19 BOMA 1st Reading 8-0) SECOND OF THREE READINGS
 Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Christopher Andrews
9. 18-1277 PUBLIC HEARING: Consideration of Ordinance 2018-63 - An Ordinance

To Rezone 121.54 Acres From Specific Development-Residential (SD-R 5.03) District To Specific Development-Residential (SD-R 5.25) District For The Property Located East Of Carothers Parkway And South Of South Carothers Road (Lockwood Glen PUD Subdivision). (1/24/19 FMPC 7-0; 2/12/19 1st Reading BOMA 8-0) SECOND OF THREE READINGS
Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Christopher Andrews

10. 18-1278 PUBLIC HEARING: Consideration of Resolution 2018-107 - A Resolution Approving A Revised Development Plan For Lockwood Glen PUD Subdivision, For The Property Located East Of Carothers Parkway And South Of South Carothers Road. (1/24/19 FMPC 7-0, 02-12-19 WS)
Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Christopher Andrews

NEW BUSINESS

11. 19-0241 *Consideration of An Interlocal Agreement With Williamson County And The City Of Brentwood For Mutual Aid Related To Vehicle Burglaries.
12. 19-0177 Consideration of Resolution 2019-12, An Initial Resolution Authorizing The City To Issue General Obligation Bonds In An Amount Not To Exceed \$34,500,000. (2/14/19 FINANCE 4-0, 02/26/19 WS)
Sponsors: Kristine Tallent
13. 19-0179 Consideration of Resolution 2019-13, a Resolution to Issue General Obligation Improvement and Refunding Bonds in an Amount Not To Exceed \$61,500,000. (2/14/19 FINANCE 4-0; 02/26/19 WS)
Sponsors: Kristine Tallent
14. 19-0161 Consideration of An Interlocal Agreement With Williamson County, The City Of Franklin, And The Franklin Special School District To Redistribute A Portion Of The Half Of The One-Half Percent Sales And Use Tax Increase That Is Not Allocated For Schools. (02/26/19 WS)
Sponsors: Eric Stuckey
15. 19-0192 Consideration of a Professional Services Agreement (COF Contract No. 2019-0062) with CIVIL-LINK, LLC for the Pavement Preservation Program, Plan Development and Management, in an Amount Not-to-Exceed \$96,000.00 (Deferred from 2/28/19 CIC due to Lack of Quorum).
Sponsors: Mark Hilty and Jonathan Marston
16. 19-0221 Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2017-0171) with Volkert, Inc. for the Final Design of Franklin ITS Extension Project (TDOT PIN 116144.00) for an Increased Lump Sum Cost of \$13,250.00 (Deferred from 2/28/19 CIC Due to Lack of Quorum).
Sponsors: Engineering
17. 19-0226 *Consideration of Resolution 2019-17, A Resolution Awarding the Construction Contract (COF Contract No. 2018-0252) for the Jim Warren City Park Tennis Court Repair Project to Tennessee Valley Paving Co. Inc. in the Amount of \$779,321.00.
Sponsors: Lisa Clayton and Paul Holzen
18. 19-0206 Consideration of Liquor License for Cool Springs Wine and Spirits, (Owners Bret Moore, Winston C. (Del) Hickman, Dean Taylor, and Joe Goodman, Managing Agent) 1935 Mallory Lane, Franklin, TN, 37067. (02/26/19 WS)
Sponsors: Lanaii Benne

All Other Consent Items

19. 18-0809 *Consideration Of Ordinance 2018-43: "An Ordinance To Rezone 22.07 Acres From The Detached Residential 1 District (R-1) To The Specific Development - Residential (SD-R 2.04) District For The Property Located North Of South Carothers Road And East Of Carothers Parkway, 4338 And 4340 South Carothers Road (Carothers Chase)." Establishing a Public Hearing for April 9, 2019 (11/15/18 FMPC 7-0, 11/27/18 WS & BOMA 1st Reading 8-0; 1/08/19 BOMA 7-0, deferred Third Reading to 2/12/19 BOMA Old Business; 02/12/19 BOMA Referred this item to 2/28/19 FMPC 8-0; 02/28/19 FMPC 7-2)
Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Christopher Andrews
20. 18-0860 Consideration of Ordinance 2018-32, an Ordinance to Amend Title 16, Chapter 10, Section 16-1004 Relative to the Use of City Police Officers Required Under an Approved Traffic Control Plan. (Deferred from 12/11/18 and 1/08/19 WS; 1/22/19 WS, 02/12/19 BOMA 8-0) SECOND AND FINAL READING
Sponsors: Eric Stuckey, Vernon Gerth and Shauna Billingsley
21. 18-1100 Consideration Of Ordinance 2018-56 - An Ordinance To Rezone 43.97 Acres From Agricultural (AG) District To Specific Development - Residential (SD-R 3.00) District For The Property Located North Of Del Rio Pike And West Of Reese Drive, 2970 Del Rio Pike (The Fields At Reese Farm PUD Subdivision). (12/20/18 FMPC 8-0, 01/08/19 BOMA 1st Reading 7-0, 02/26/19 BOMA 2nd Reading 8-0) THIRD AND FINAL READING
Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Christopher Andrews
22. 19-0185 Consideration of Ordinance 2019-01, an Ordinance to Amend Title 17 - Municipal Solid Waste Disposal, for the Purpose of Providing Adequate Time for Transfer Station Customers to Pay Bills Before Due Date (02/26/19 WS) FIRST OF TWO READINGS

- Sponsors: Jack Tucker and Mark Hilty
23. 19-0193 Consideration Of Resolution 2019-19, A Resolution to Deny the Request To Waive Title 18 For 107 Chester Stevens Court (Map 079M Parcel 00400); 111 Chester Stevens Court (Map 079M Parcel 00500); and 115 Chester Stevens Court Map (079M Parcel 00600) for the Associated Impact Fees Related to Sewer Connections. (02/26/19 WS)
Sponsors: Michelle Hatcher
24. 19-0182 Consideration of Event Permit for the Great Americana BBQ Festival sponsored by the Franklin Noon Rotary Club on August 23-24, 2019 (02/26/19 WS)
Sponsors: Lisa Clayton
25. 19-0183 Consideration of Event Permit for Eat the Street in Downtown Franklin on May 3, 2019 (02/26/19 WS)
Sponsors: Deb Faulkner
26. 19-0184 Consideration of Event Permit for Westhaven 5K Memory Run benefitting the Alzheimer's Association in Westhaven on May 4, 2019. (02/26/19 WS)
Sponsors: Deb Faulkner

RECEIPT OF REPORTS AND ITEMS APPROVED ON BEHALF OF THE BOARD

27. 19-0121 Professional Services Agreement (COF Contract No. 2019-0039) with R. Rhett Turner, MAI for Appraisal Services for the Franklin Road Corridor Improvements
Sponsors: Paul Holzen
28. 19-0127 Professional Services Agreement (COF Contract No. 2019-0041) with Jackson Thornton for Consulting Services for the Evaluation of Impact Fees and a Sewer Basin Capacity Fee Initiative with the Water Management Department
Sponsors: Michelle Hatcher
29. 19-0131 Professional Services Agreement (COF Contract No. 2019-0044) with Boozer and Company, PC for Appraisal Services for the Franklin Road Corridor Improvements
Sponsors: Paul Holzen
30. 19-0213 Sole-source purchase from Wavetronix of Provo, Utah of traffic signal vehicle detection equipment for resurfacing of intersection of Mallory Lane and Cool Springs Boulevard in the total amount of \$31,668.04 for the Streets Department (included in \$4.1 million for major road resurfacing to be financed by \$23.12 million general obligation public improvement bonds, series 2017)
Sponsors: Joe York
31. 19-0137 City of Franklin Contract No. 2019-0048 To Annex Property Belonging to Robert Jeffrey Fulmer and Sonja Ann Fulmer (Tax Map 052 Parcel 03900) Recorded In Deed Book 6793 Page 643 In Williamson County TN Contract #2019-0049, An Agreement Between The City of Franklin and Jeff Fulmer and Sonja Fulmer
Sponsors: Michelle Hatcher
32. 19-0139 City of Franklin Contract No. 2019-0049, An Agreement With Robert Jeffrey Fulmer and Sonja Ann Fulmer (Tax Map 052 Parcel 03900) Recorded In Deed Book 6793 Page 643 In Williamson County TN Contract #2019-0049
Sponsors: Michelle Hatcher
33. 19-0152 City of Franklin Contract No. 2019-0051, An Agreement Between The City of Franklin and James Jason McConnell and Francesca French McConnell, Deerfield Section 2 Lot 29 (Map 52 Parcel 49).
Sponsors: Michelle Hatcher
34. 19-0098 COF Contract 2019-0030 with Michigan Public Health Institute for the Sound Off with the Home Fire Safety Patrol Grant from the U.S. Department of Homeland Security / FEMA, August 22, 2018 - August 21, 2019.
Sponsors: Rocky Garzarek

EXECUTIVE SESSION

35. 19-0235 Motion to move into Executive Session

RETURN FROM EXECUTIVE SESSION

36. 19-0238 Actions from Executive Session

Scheduled Meetings and Events

Scheduled Meetings:

- | | | |
|----------|-----------|---|
| March 14 | 8:00 a.m. | Civil War Historical Commission |
| March 18 | 4:00 p.m. | Historic Zoning Design Review Committee |
| March 21 | 3:30 p.m. | Franklin Transit Authority |
| March 25 | 1:00 p.m. | Budget & Finance Committee |
| March 26 | 5:00 p.m. | BOMA Work Session |
| March 26 | 7:00 p.m. | Board of Mayor and Aldermen |

Other Business

Adjourn

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

PUBLICATION COST

PUBLIC NOTICE

RESOLUTION NUMBER 2019-12

INITIAL RESOLUTION AUTHORIZING THE CITY OF FRANKLIN, TENNESSEE TO ISSUE ITS GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY-FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$34,500,000)

WHEREAS, the Board of Mayor and Aldermen (the "Board") of the City of Franklin, Tennessee (the "Municipality") desires to authorize not to exceed \$34,500,000 to finance the general improvement projects described below.

NOW THEREFORE BE IT RESOLVED by the Board of Mayor and Aldermen that for the purpose of financing the (i) acquisition of land for and/or acquisition, construction, improvement, repair, renovation, maintenance and/or equipping of (a) public buildings and facilities; (b) parks, recreational facilities and community centers, (c) streets, roads and bridges, including but not limited to sidewalks, signage, signalization, related facilities, lighting and drainage improvements, (d) public safety equipment and vehicles, including but not limited to fire apparatus and police vehicles and (e) improvements to the sanitation facility; (ii) acquisition of all property real or personal, appurtenant thereto, or connected with the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the Municipality for prior expenditures for the Projects; and (v) payment of costs incident to the issuance and sale of the indebtedness described herein, the Municipality shall borrow money and incur indebtedness through the issuance of general obligation bonds in the aggregate principal amount of not to exceed \$34,500,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable law and which shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the Board that the City Administrator/Recorder of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of general obligation bonds in the amount not to exceed \$34,500,000 to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice, to-wit:

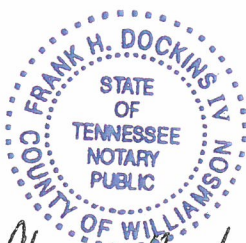
NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Administrator/Recorder of the Municipality protesting the issuance of the general obligation bonds, such bonds will be issued as proposed.

Adopted and approved this 12th day of March, 2019.

Dr. Ken Moore, Mayor

ATTEST: Eric Stuckey, City Administrator/Recorder
City of Franklin, Tennessee



Frank H. Dockins IV

Expires: 2-21-22

STATE OF TENNESSEE County of Williamson Newspaper

Williamson Herald

THE VOICE OF AMERICA'S GREATEST COUNTY

CMD Publishing, LLC
Derby Jones, Publisher

Derby Jones

Authorized Representative

State under Oath that
the attached publication has
run the stated dates below in
Williamson County.

RUN DATES

March 14, 2019

INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN AND THE FRANKLIN SPECIAL SCHOOL DISTRICT TO REDISTRIBUTE A PORTION OF THE HALF OF THE ONE-HALF PERCENT SALES AND USE TAX INCREASE THAT IS NOT ALLOCATED FOR SCHOOLS

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between Williamson County, Tennessee ("County") and the City of Franklin ("City"), and the Franklin Special School District ("FSSD") for the redistribution of a portion of the half of the one-half percent sales and use tax increase.

- WHEREAS,** Williamson County and the City determined that the influx of residential development within the jurisdiction of the City has resulted in the need for additional educational capital projects that will put a strain on the County's current revenue stream resulting in the County to consider raising property taxes on all real property owners in the County; and
- WHEREAS,** pursuant to Tennessee Code Annotated, Section 67-6-701, et. seq., the sales and use tax was raised by referendum from Two and One-Quarter Percent (2.25%) to Two and Three-Quarter Percent (2.75%); and
- WHEREAS,** Tennessee Code Annotated, Section 67-6-712 provides that a city, or town may without restriction contract with a county to provide for an alternative method of distribution of the One-Half Percent (0.5%) not allocated for school purposes; and
- WHEREAS,** the City and County executed an interlocal agreement to redistribute the non-educational portion of the sales and use tax ("Sales Tax Interlocal"); and
- WHEREAS,** the City of Franklin has informed the County that it was their original intent that an amount equal to the amount FSSD would receive based on the annual Average Daily Attendance ("ADA") percentage would be deducted from the City's portion prior to being redistributed to County; and
- WHEREAS,** the parties have agreed that one-half ($\frac{1}{2}$) of the amount based on the annual ADA in accordance with the City's intent would be paid by the City and the remaining one-half ($\frac{1}{2}$) would be paid by the County.

In consideration of the premises and the mutual covenants contained herein, the parties hereby agree to the following:

- I. Purpose of Agreement.** The purpose of this Agreement is to address the previous intent of the City that the ADA percent for FSSD would be deducted from the recent sales and use tax increase of One-Half Percent (0.5%) not allocated for school purposes prior to the amount being redistributed to the County. Each parties' chief administrative officer shall be authorized to act on behalf of their respective parties.
- II. Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the Interlocal Cooperation Act, Tennessee Code Annotated, Sections 12-9-101, et seq., and the 1963 Local Option Revenue Act Tennessee Code Annotated, Section 67-6-712 and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as reasonably possible prior to the execution of this Agreement.
- III. Term:** The term of this Agreement shall begin on the date this Agreement is fully executed and shall continue for the length of and shall terminate on the same day as the Sales Tax Interlocal terminates. The term of this Agreement shall not exceed the current term of the Sales Tax Interlocal. Should the legislative bodies of the City or the County or the governing body of FSSD fail to approve the terms of this Agreement, then this Agreement shall be void and of no effect and no party shall be bound by its terms.
- IV. Appropriation of Additional Funds to Franklin Special School District:** The additional appropriation of funds to FSSD for payment of educational debt service purposes shall be calculated on the 1) ADA percentage of FSSD on the number of students enrolled in public schools within Williamson County and 2) the sales and use tax increase redistributed to the County by the City of Franklin under the Sales Tax

Interlocal, as calculated by the County Trustee. The City shall distribute to FSSD an additional amount equal to one-half (½) of the ADA percentage of the One-Half Percent (0.5%) of the sales and use tax increase redistributed to the County under the Sales Tax Interlocal, as calculated by the County Trustee. The County shall distribute to FSSD an additional amount equal to the ADA percentage of the amount received from the City's redistributed non-educational portion of the One-Half Percent (0.5%) sales and use tax increase in accordance with the Sales Tax Interlocal as calculated by the County Trustee. Payments to FSSD shall be made in accordance with the biannual payment schedule as shown below. This Agreement shall not affect the current proceeds collected and distributed to the City from the current assessed Two and one quarter percent (2.25%) sales and use tax revenue.

For the period of sales occurring July 1, 2018-January 31, 2019, the City and County will respectively make payments to FSSD on or before April 15, 2019 (FY 2019)

For the period of sales occurring February 1, 2019- April 30, 2019, the City and County will respectively make payments to FSSD on or before July 15, 2019 (accrued to FY 2019)

For the period of sales occurring May 1, 2019-October 31, 2019, the City and County will respectively make payments to FSSD on or before January 15, 2020 (FY 2020)

For the period of sales occurring November 1, 2019-April 30, 2020, the City and County will respectively make payments to FSSD on or before July 15, 2020 (accrued to FY 2020)

For the period of sales occurring May 1, 2020-October 31, 2020, the City and County will respectively make payments to FSSD on or before January 15, 2021 (FY 2021)

For the period of sales occurring November 1, 2020-March 31, 2021, the City and County will respectively make payments to FSSD on or before July 15, 2021 (accrued to FY 2021)

V. Cost: Each party shall be responsible for the costs of fulfilling their obligations under this Agreement.

VI. Notices:

Notices to the County shall be sent to:

Williamson County

County Mayor

1320 West Main Street, Suite 125

Franklin, Tennessee 37064

Notices to the City shall be sent to:

City of Franklin

City Administrator

109 Third Avenue South

Franklin, Tennessee 37064

Notices to FSSD shall be sent to:

Franklin Special School District

Superintendent of Schools

507 New Highway 96 West

Franklin, Tennessee 37064

VII. Modification of Agreement: This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

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

IX. Binding: This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.

X. Severability: The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

LAST ITEM ON PAGE
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates recorded below.

CITY OF FRANKLIN:

Attest:

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

Approved as to form by:

Shauna R. Billingsley
City Attorney

WILLIAMSON COUNTY, TENNESSEE:

Attest:

Rogers Anderson
Mayor

Diane Giddens
Chief of Staff

Approved as to form by:

Williamson County Attorney

FRANKLIN SPECIAL SCHOOL DISTRICT

Attest:

Dr. David Snowden

[H:\Williamson County\Agreements\Interlocal Agreements\City of Franklin\Sales Tax\2019\2019.02.07 Interlocal FSSD Redistribution of SalesTax \(2\)-K#19-057.docx](H:\Williamson County\Agreements\Interlocal Agreements\City of Franklin\Sales Tax\2019\2019.02.07 Interlocal FSSD Redistribution of SalesTax (2)-K#19-057.docx)

RESOLUTION 2018-97

A RESOLUTION TO CLARIFY INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY (COF CONTRACT N. 2017-0145) RELATIVE TO THE DISTRIBUTION OF THE HALF OF THE ONE-HALF PERCENT SALES TAX INCREASE ALLOCATED FOR SCHOOLS

WHEREAS, in 2017, the City agreed to support a referendum that would raise local sales tax by one-half percent (0.5%) with the understanding that for three (3) years the City's portion of the revenue from the increased sales tax would go to the schools to be used for rural and general school debt purposes; and

WHEREAS, the voters of Williamson County approved the referendum to establish the additional one-half percent (0.5%) local option sales in February of 2018 resulting in the additional sales tax going into effect on April 1, 2018; and

WHEREAS, it has come to the attention of the City that Franklin Special School District (FSSD) has not been receiving revenue from the City's portion of the additional one-half percent (0.5%) local option sales tax since the referendum was passed; and

WHEREAS, to clarify the issue between FSSD and Williamson County, the City offered an Amendment to the 2017 Interlocal Agreement (COF Contract No. 2017-0145) to make it clear the intent of the City was to include FSSD; and

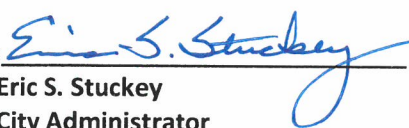
WHEREAS, the Board of Mayor and Aldermen do wish to clarify its intent of the 2017 Interlocal Agreement (COF Contract No. 2017-0145) making certain it is clear that FSSD was, along with Williamson County, an intended recipient of the one-half percentage (0.5%) increase.

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

It was and is the City of Franklin's intent to include FSSD in redistribution of the one-half percent (0.5%) sales tax increase including the City of Franklin's portion of the local sales tax using the Average Daily Attendance to determine the amount due to FSSD and to Williamson County.

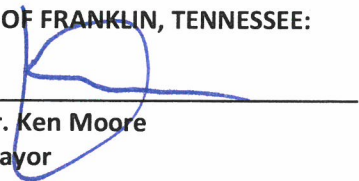
IT IS SO RESOLVED AND DONE on this 23rd day of October, 2018.

ATTEST:

By: 

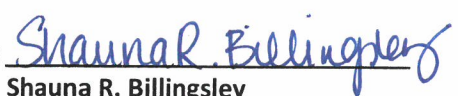
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: 

Dr. Ken Moore
Mayor

Approved as to Form:

By: 

Shauna R. Billingsley
City Attorney

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2019-0062**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **CIVIL-LINK, LLC** 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:

Pavement Preservation Program, Plan Development and Management

1. SCOPE OF SERVICES. Consultant shall provide engineering design services 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 monthly basis for work performed based on the Fee Schedule as contained in Attachment A in an Amount Not- to- Exceed **Ninety-Six Thousand and No/100 Dollars (\$96,000.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2019.

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.

The CITY OF FRANKLIN, TENNESSEE

CIVIL-LINK, LLC

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date:

Approved as to form:

Tiffani M. Pope
Staff Attorney



February 12, 2019

William Banks, P.E.
Engineering Department
City of Franklin
109 Third Avenue South
Franklin, TN 37064

REFERENCE: PAVEMENT PRESERVATION PROGRAM
PLAN DEVELOPMENT AND MANAGEMENT
CITY OF FRANKLIN, TENNESSEE

Dear Mr. Banks:

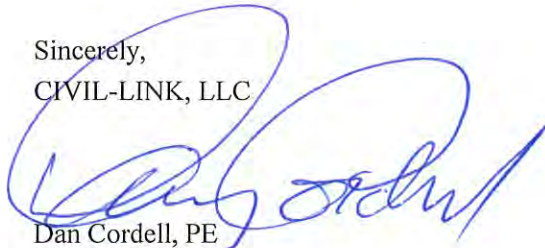
Civil-Link, LLC (*hereafter* "CL"), located at 5779 Getwell Road Bldg. B, Southaven, MS 38672, is pleased to have the opportunity to submit this Letter Agreement to Franklin (*hereafter* "Owner") in order to provide services related to the above referenced project. CL will coordinate the Street Department and Engineering Department staffs to review existing roadway/pavement assessment data in order to develop a GIS database, mapping and the projected 5-10 year roadway maintenance needs. In addition, CL will provide a list of alternative pavement preservation and improvements that may be utilized in order to maximize the impacts of yearly maintenance investments by the City in the local roadway network. CL will assist the City in the development of projected long-term costs based on these schematic level maintenance needs and compile this information as part of a Pavement Preservation Plan that will serve as a basis for the development and facilitation of a future maintenance program for all City roadways.

We propose to provide these services as defined for the Roadway Network Evaluation, Pavement Preservation Plan, and Annual Web Hosting of Mapping for a total fixed fee of \$72,000.00 (Exhibit A, Section 1-A, B, and C). To assist the City with program implementation beyond the initial first year evaluation and report, a yearly 3-day work session and additional on-call program implementation hourly services will be provided in accordance with Exhibit A (Section 1-D) and Exhibit B (Hourly Rate Schedule for Professional Services) at a not to exceed cost of \$24,000.00. Also, on a case-by-case basis between the City and CL, specific services with a more clearly defined scope may be negotiated under this Letter Agreement as additional services. The City will be billed per month based on the percentage of completion for fixed fee services. All hourly rate services will be billed monthly based on work completed. All work will be performed in accordance with the City's standard professional services agreement, see attached. A more detailed breakdown of the Scope of Services to be provided by CL as part of this Agreement is attached as Exhibit A.

This Letter Agreement, consisting of two pages; the City's standard professional services agreement, consisting of eleven pages; Exhibit A, consisting of two pages; Exhibit B, consisting of one page, constitute the entire Agreement between the City and CL and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Please advise should you require further information related to this referenced project and/or proposed services. We appreciate the opportunity to provide these services to the City of Franklin and we look forward to working with the Street and Engineering Departments on this project. If the terms of this Letter Agreement are acceptable, please execute and return a copy to us.

Sincerely,
CIVIL-LINK, LLC



Dan Cordell, PE
Principal

Attachment: *City of Franklin's Standard Professional Services Agreement*
 Exhibit A - Scope of Services
 Exhibit B - Hourly Rate Schedule



Exhibit A Scope of Services

I. Services related to the Pavement Preservation Program, Plan Development and Management:

A. Roadway Network Evaluation & Mapping – (\$43,000.00)

CL will work to develop a GIS based roadway rating system. This system will be based on data gathered by CL as part of the scope of the project. A custom road network evaluation by CL will be a windshield survey where GIS linework will be created and video footage will be taken during the evaluation. The entire road network will be evaluated on a PASER rating, and the ratings will be based on segments between 60 feet and 120 feet in length. Using aerial imagery, CL will input approximate lane counts and estimated lane widths for cost estimation purposes.

- CL will identify the number of road miles that the City is responsible for maintaining. The City must approve these roads before work may begin.
- Custom Road Network Evaluation:
 - Video of existing streets.
 - PASER rating in 60-120 ft segments.
- GIS linework of the existing roadway network showing roadway rating.
- Per road assignment of approximate lane count and estimated lane width based on aerial imagery.
- Coordination meeting between CL and City to report results and initial assessment of the existing roadway network.

The fee for Task A is a Lump Sum Cost.

B. Pavement Preservation Plan – (\$25,000.00)

A Pavement Preservation Plan is intended to serve as the basis for a multi-year strategy to maintain and improve existing roadways. The Pavement Preservation Plan is utilized in order to assess the types of problems that must be addressed in the existing roadway systems. The Pavement Preservation Plan will provide alternatives for pavement treatments/improvements. The Pavement Preservation Plan will also provide planning-level cost information to be utilized by the City in order to develop a long-term maintenance program and related finance program.

The Pavement Preservation Plan will be developed based on existing industry best-practices and known information. The City will need to be involved on the front-end to determine appropriate treatment choices. Once a set of treatment choices is settled upon, CL will then work to gather average local prices of those options in order to best represent expected actual pricing (average prices may vary depending on factors such as availability, contractor competition, distance from material sources, etc). CL will then apply the accepted treatment choices to the appropriate road ratings.

Using the general life expectancy of treatments along with the gathered costs, CL will develop a budget scenario in which every mile of road can be brought up to what may be considered a 'maintenance' level of quality. This 'best-case' scenario will then be discussed and reviewed with the City. To help align it with actual expected budget numbers, the City and CL will then work together to develop a secondary scenario that might be more realistic and based on expected budget numbers for the City. The scenario chosen by the City will then be delivered as a proposed multi-year solution for the City for maintaining and improving their roadway network and budgeting appropriately.

Associated information pertaining to the services completed in this phase of the project include:

- Develop and present general options for alternative pavements treatment methods that may be utilized in addition to bituminous overlays in order to preserve/improve existing roadways.
- Assist the City in development of program goals and associated term (timeframe) for implementation.
- Development of planning level yearly and total program costs based on potential program terms and related considerations.

- Provide cost evaluation of pavement preservation applications vs. an all asphalt mill and overlay program.
- Breakdown of treatment options applicable to type of road: Residential Streets, Major Thoroughfares, etc.
- This data belongs to the City, and it will be provided with the information CL developed under this contract. The City can also choose to house this information within CL's GIS systems for hosting and probable future data maintenance purposes.
- The Pavement Preservation Plan does not include field verified lane counts or lane widths, engineering design or final design level cost estimates for individual projects. A yearly breakdown of specific projects to be included over the term of the Pavement Preservation Plan will not be provided as a part of this phase of the project.

C. Annual Web Hosting of Mapping – (\$4,000.00 for next 2 years, first year is included)

CL will provide the City with online access to its custom programs and tools that will allow viewing of the GIS linework and video data collected that may be collected as part of this Agreement or as part of future services. Web Hosting will be maintained by CL for the first year of this contract, thereafter the City will have the option to continue hosting through CL for an additional yearly fee or they may decide to host this information in-house.

D. Plan Implementation Consulting – (\$24,000.00 for 3 years; if needed Hourly Rate, See Exhibit B)

CL will provide the City with consulting services to support implementation of the Pavement Preservation Program. Consulting services will include developing yearly strategies of work, schedules of work, related maps, road lists and other related services. The yearly consulting services will be performed based on a 3-day work session. Any additional consulting services will be performed based on the hourly rates agreed to herein. This type of work will typically include work from a project manager and designer/technician level employee.

Exhibit B only applies to Task D.

II. Proposed Schedule of Services – (Assumes Contract Approval in March 2019)

Task	Due Date
Road Way Network Evaluation & Mapping:	
A. Complete Windshield Survey and Video Collection	Tuesday April 30, 2019
B. GIS Linework and Condition Rates	Friday May 31, 2019
Pavement Preservation Plan	Friday June 28, 2019
Website Online	Friday June 28, 2019

EXHIBIT B
CIVIL-LINK
HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

POSITION	LABOR RATES
Executive/Principal	\$180.00
Engineering Manager/ Sr. Traffic Signal Engineer	\$165.00
Sr. Project Engineer / Sr. Project Manager	\$130.00
Sr. Traffic Technician	\$120.00
Project Engineer / Project Manager	\$115.00
Design Engineer / Sr. Designer / Sr. Engineering Technician / Sr. Inspector *	\$100.00
Designer / Engineering Technician / Inspector *	\$90.00
Professional Land Surveyor	\$85.00
Engineer Intern	\$85.00
CADD Technician *	\$80.00
Graduate Engineer	\$75.00
Sr. Administrative *	\$50.00
Field Labor *	\$45.00
Administrative *	\$40.00
GPS Survey Party *	\$115.00
Two-Member Survey Party *	\$125.00
Three-Member Survey Party *	\$135.00

* Indicates non-exempt classifications and the hourly rates listed only applies to regular time work. If overtime work is required to meet the client's schedule, an overtime rate will have to be negotiated.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	\$0.52/mile
All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.	

HISTORIC
FRANKLIN
TENNESSEE

RETAILER'S CERTIFICATE

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of Cool Springs Wine and Spirits, owned by Bret Moore, Winston C. (Del) Hickman, Dean Taylor, and managing agent, Joe Goodman, who has made application for a retailer's license to handle alcoholic beverages at 1935 Mallory Lane, Franklin, Tennessee 37067, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

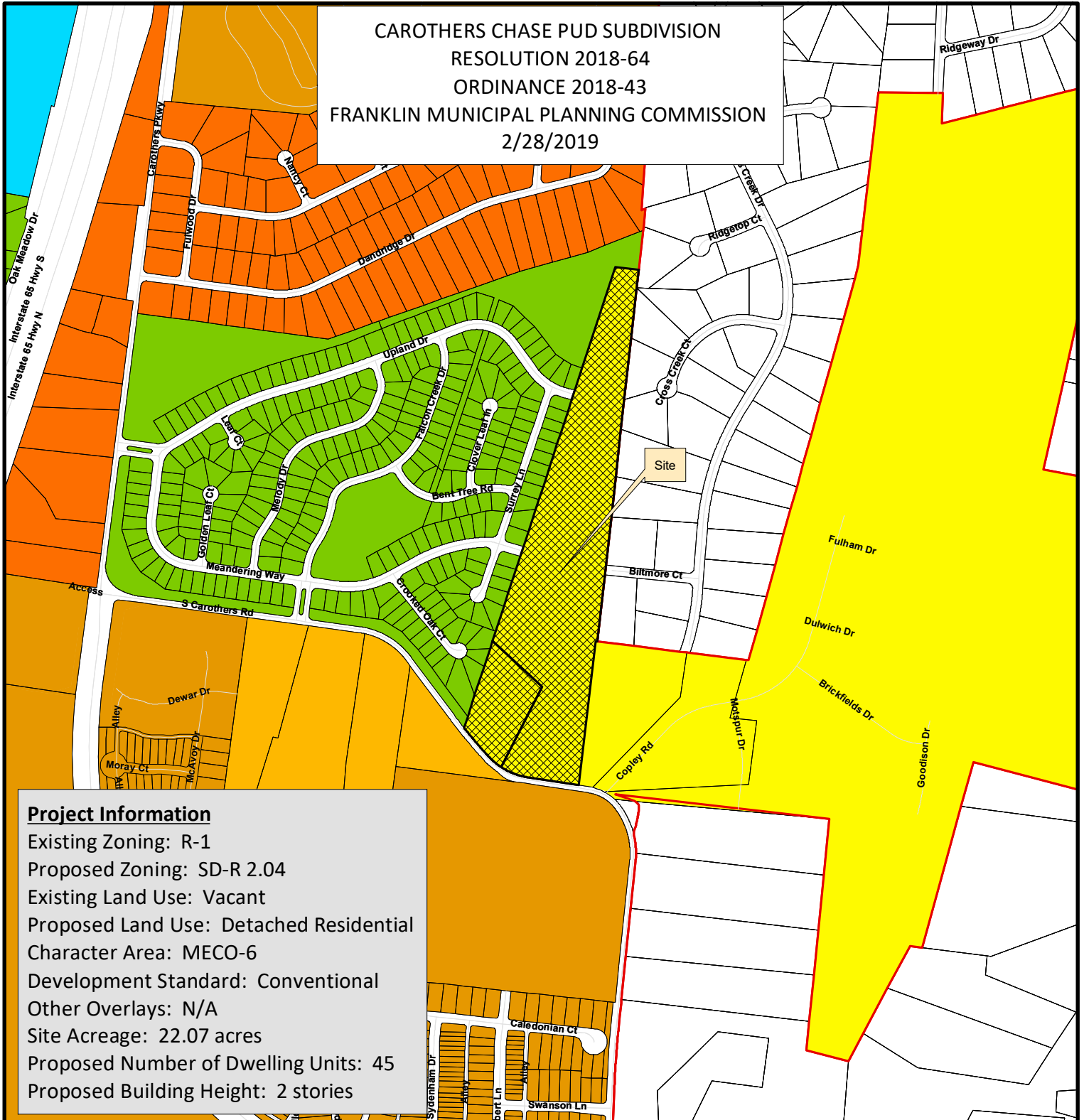
1. The owner(s) who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years 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.

Approved on the 12th day of March, 2019.

CITY OF FRANKLIN, TENNESSEE

Dr. Ken Moore, Mayor

CAROTHERS CHASE PUD SUBDIVISION
 RESOLUTION 2018-64
 ORDINANCE 2018-43
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 2/28/2019



Project Information

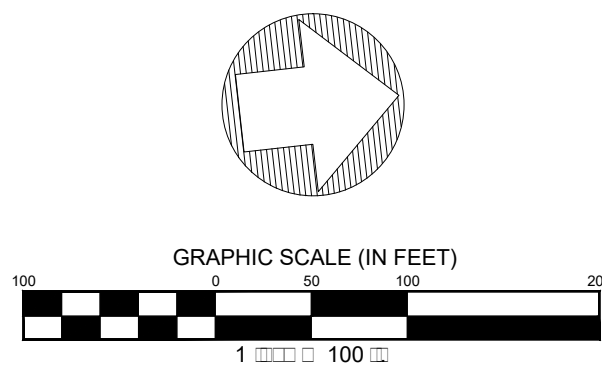
Existing Zoning: R-1
 Proposed Zoning: SD-R 2.04
 Existing Land Use: Vacant
 Proposed Land Use: Detached Residential
 Character Area: MECO-6
 Development Standard: Conventional
 Other Overlays: N/A
 Site Acreage: 22.07 acres
 Proposed Number of Dwelling Units: 45
 Proposed Building Height: 2 stories

- | | |
|--|---------------------------------------|
| Carothers Chase PUD 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 |



0 250 500 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 2018. All rights reserved.



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

DEED REFERENCE

Owner : Jean Marie Giles Glass & Georgia Ann Spencer, as of record in Deed Book 4594, Page 427, Registers Office, Williamson County, Tennessee.

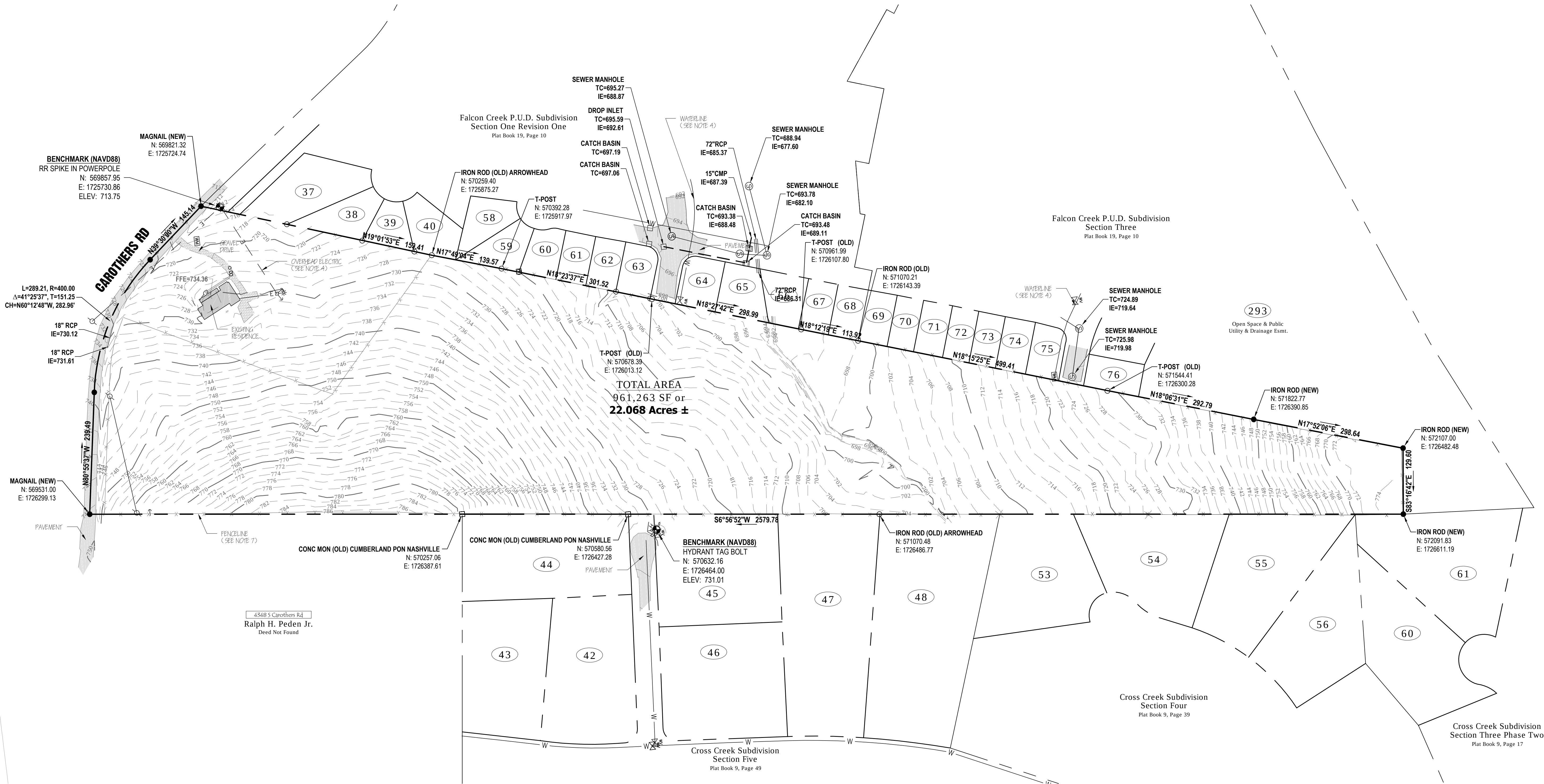
SURVEYOR'S CERTIFICATE

I hereby certify that this survey was actually made on the ground under my direct supervision, using the latest recorded deeds, and other information; that there are no encroachments or projections other than those shown; and that this survey exceeds the minimum requirements for a Category 1 Urban Land Survey pursuant to Chapter 0820-3, Section .05 of the Department of Insurance Standards of Practice for Land Surveyors; and that this survey is true and correct to the best of my knowledge and belief.

Clint T Elliott, TN RLS # 2347

SURVEYOR'S NOTES

- This Property is located in the 14th Civil District of Williamson County Tennessee.
- Bearings, Elevations and Coordinates shown are based on Tennessee State Plane NAD83. (NAVD88)
- The property is located in areas designated as "Zone X" (areas determined to be outside the 0.2 % annual chance floodplain) as noted on the current FEMA Firm Community Panel.
- Utilities shown hereon were taken from visible structures and other sources available to me at this time. Verification of existence, size, location and depth should be confirmed with the appropriate utility sources.
- A Title Report was not provided for the preparation of this survey, Therefore this survey is subject to the findings of an accurate title search.
- This Survey does not address the existence or non-existence of any wetlands.
- This survey does not address the owner of any fence nor address any adverse claim of ownership of any adjoining property. Removal of any property line fence should be coordinated with adjacent owner.
- Property is currently Zoned R-1. Setbacks per current zoning, verify with City of Franklin Zoning Administration.



Boundary & Topographic Survey

4338 S Carothers Road
Franklin, Williamson County, Tennessee

Rev.	Date	Revision Description



Issue Date:	7-23-2015
Project ID:	150916 CAROTHERS
Drafted By:	JG
Checked By:	
Sheet Title:	

Boundary
&
Topographic
Survey

Sheet No.

V-1.00

PUBLIC NOTICE AFFIDAVIT

City of Franklin, Tennessee

We/I Michael Dewey
(Please print Name/Names in Full)

being duly sworn, depose and say(s) that (I am)/(we are), acting as the authorized agent on all matters pertaining to the processing of the development application for the property described as:

Parcels 30 & 30.01 on Tax Map 89

(Property Parcel/Tax ID Number)

and located at:

4338 & 4340 South Carothers Road

(Street Address)

have/has provided a mailed notice in accordance with section 2.3.8 of the Franklin Zoning Ordinance, which included the following:

1. The address or location of the property subject to the submittal;
2. A brief description of the property (e.g., legal description, nearby streets and intersections);
3. Date, time, and location of the public meeting or hearing; Nature, scope, and purpose of submittal;
4. Information on where the public can view the application and where they may be heard;
5. Information on where the public can submit written comments.

Michael Dewey
Signature

Subscribed and sworn to before me this

30th day of October, 20 18.

Sean Thomas Winters
Notary Public

My Commission Expires: 05/02/2022



November 7, 2018

Dear Members of the Franklin Municipal Planning Commission,

I'm a residence of Franklin living in the Falcon Creek neighborhood and I'm incredibly concerned about the plans being made in regards to the application by Dewey Engineering for the PUD at 4338 & 4340 S. Carothers Road in Franklin.

Any plans, rezoning, exceptions and approvals will directly impact our streets, our homes and our quality of life so thank you for hearing our voices and considering the struggle this development will cause us and weighing that against any potential gain the city might experience by approving this application. For starters, we already have traffic issues getting in and out of the Falcon Creek neighborhood since the extension of Carothers opened up and multiple developments were approved and built south of our existing neighborhood. I understand that this new development is attempting to gain access to Falcon Creek entrances/exits via Meandering and that 4 additional homes will be built at the top of Upland Drive that will not be a part of Falcon Creek but will certainly put strain on our streets in the development stages and in on-going traffic once things are built.

I'm begging you to please listen to us and to please take into consideration the quality of our lives. We pay taxes and contribute to this great city in a variety of ways as faithful citizens. **I spent years saving money to buy my first home here and I chose an established neighborhood because I didn't want to live through construction and development.** I have loved living here and am so concerned that this entire process is going to put unnecessary strain on an already stretched infrastructure.

We've lived patiently through all the blasting down Carothers and next to us in the Lockwood Glen development (blasting at an intensity that seems excessive and dangerous – multiple complaints by people in Falcon Creek have been filed with the Fire Marshall in regards to this blasting issue). We've waited patiently for help from the city in terms of traffic control. And now, we are completely dependent on your willingness to protect our quality of life as citizens of Franklin by not approving the aspects of this development by Dewey Engineering that will negatively impact the Falcon Creek neighborhood. Please require them to secure their own entrance/exit onto South Carothers without encroaching upon the already overcrowded streets of Falcon Creek.

It feels like a lot is being asked of our established little neighborhood if you approve this development as it stands. I'm concerned that those in decision-making positions aren't listening to the people who are directly impacted by the growth boom we are experiencing. I'm absolutely an advocate for growth and development and I have patiently endured the traffic and overcrowding issues that Franklin has experienced over the last few years. But we don't want to lose the quality of life here that we've all worked hard to build. Please don't overlook us here in Falcon Creek simply because we are a small neighborhood. Please be our voice and honor the fact that we love living here and deserve to be considered in this process.

I trust that you will read this and hear my heart - I am not a trouble maker or one who stirs up drama. I am a woman who loves Franklin and wants to continue investing in my community for many years to come. And I'm hopeful I live in a place where those in leadership positions are willing to listen and consider what is best for everyone involved as decisions are made concerning new developments in this area.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Alicia Claxton', with a long horizontal flourish extending to the right.

Alicia Claxton
Falcon Creek resident

From: [patricia dalessandro](#)
To: [Christopher Andrews](#); ann.peterson@franklintn.gov; [Emily Hunter](#); [Amy Diaz-Barriga](#)
Subject: Carothers Chase
Date: Sunday, November 11, 2018 3:50:28 PM

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

Dear Ladies and Gentlemen,

I am a current resident of Falcon Creek subdivision, specifically on Surrey Lane. My back yard borders on the property where this construction has been proposed. My husband and I purchased our home in 2001. At that time we were told the field was a grazing area for cattle. Over the years that field has been allowed to return to its natural state. It is now home to untold numbers of deer, birds and other wildlife and most certainly beautiful Monarch butterflies. Thanks to all the blasting, flattening and house building that has occurred in the past few years, this remains the last and only sanctuary for these beautiful creatures.

It distresses me, tremendously, to consider not only the destruction of this natural setting, but also the destruction of my peaceful subdivision. I am blessed with neighbors of many generations who enjoy walking our streets with children and pets, and kids and their parents riding bikes or playing catch in the quiet streets. All of that would cease with construction vehicles bumping up and down the streets tearing up the infrastructure of our subdivision roads, rattling and cracking our foundations, waking sleeping babies and potentially diverting water flow in the creek leading to further erosion and damage to property.

How is it possible that Franklin so values its history and its standing as a quiet vacation destination and yet builds house upon house, increasing traffic and the health hazards that go along with it for the profit of a few individuals?

My husband passed away this past July. After retiring back in 2013 one of his greatest joys was the peace of that field. I am asking in his memory and for the sake of all of us whose homes border the field and all of God's creatures that take refuge in the field, please do not flatten it and fill it with more houses.

Sincerely,

Patricia Dalessandro
2317 Surrey Lane
pat_dalessandro@bellsouth.net
(615) 815- 4263

JoAnn Verbanic and Joseph Patrick
412 Cross Creek Court
Franklin, TN 37067
615-595-8611 home . jo_joe@comcast.net

As owners of the property located above, Parcel ID 089D E 01100 00009089C, we respectfully request the BOMA and the FMPC members consider two facts regarding the development of Carothers Chase, located at 4338 & 4340 S. Carothers Rd, Franklin TN. They are:

1. There is a 40 foot decline on our property, and the Carothers Chase property behind our house to the first house in their new development. No provision for drainage in the proposed development plan exists to protect the Carothers Chase homes from this run-off. We, and the Bradley and Linda Wilson's home next to us, experience significant run-off problems during rains. We are concerned the run-off will not only affect the Carothers Chase homes adversely, but also impact the Wilson's significantly, and possibly our home if there is nowhere for this water to go. Currently, the water can continue to flow on its natural course, but after the new development it will be impeded by homes, and perhaps redirected by concrete. We are certainly not civil engineers, but we believe this concern should be examined.
2. The density of the homes in the Carothers Chase development is inconsistent with the density of those surrounding Cross Creek on the East side, namely Colletta Park. Additionally, these proposed homes are extremely close to the property line of the homes on Cross Creek Court, and there is no provision for a barrier wall or any privacy barrier between the two subdivisions. Please consider reducing the density of these Carothers Chase homes, and either expand the distance between the two developments, or provide a privacy barrier between the two.

We greatly appreciate your time and consideration of these matters, and hope you can find favorable solutions for all concerned. God bless.





Scale 1" = 100'
 Site Area = 22.07 Acres

Engineer

Dewey Engineering
 Contact: Michael Dewey, PE
 2925 Barry Hill Drive
 Nashville, TN 37204
 Phone: (615) 401-9956

Developer

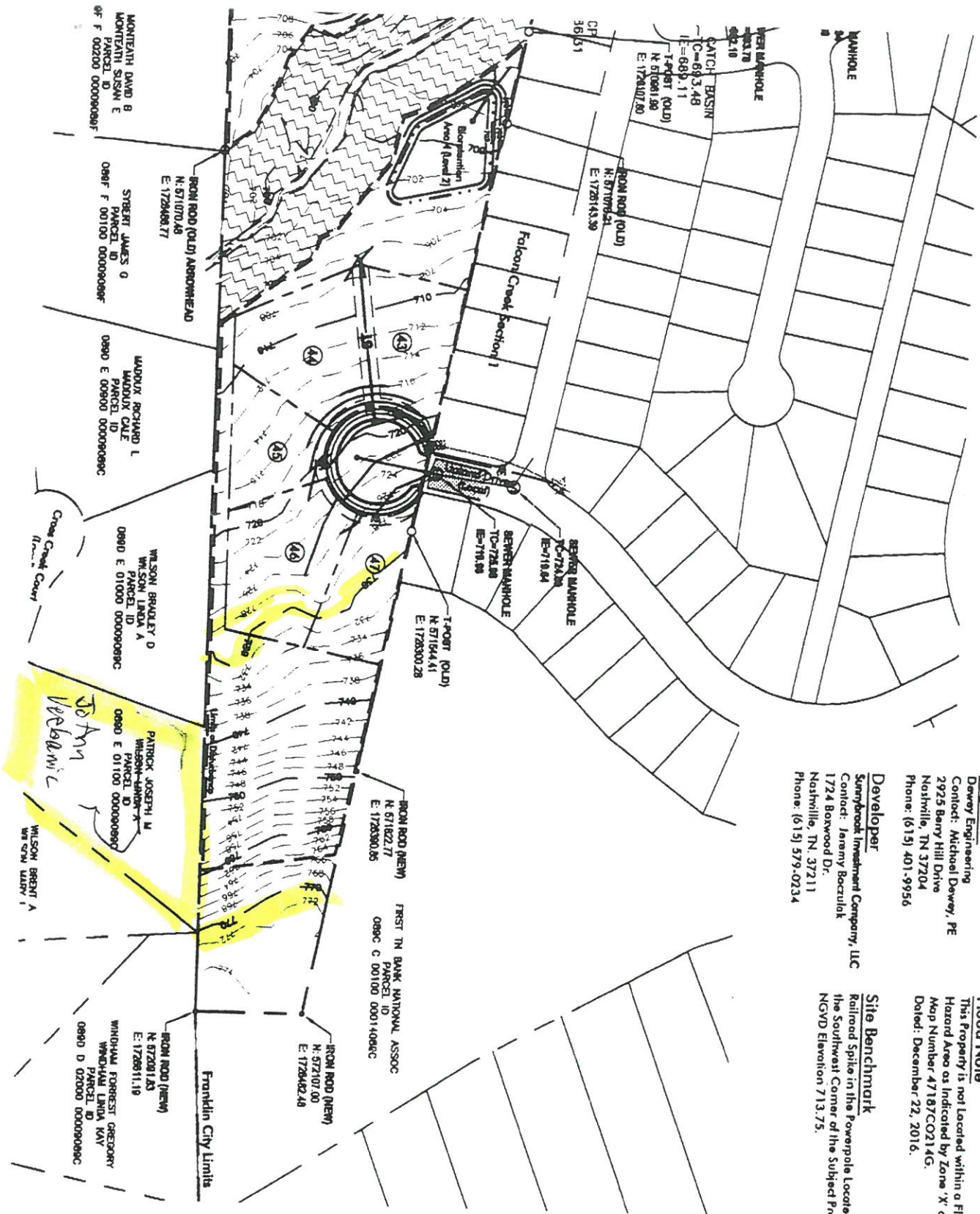
Sampford Investment Company, LLC
 Contact: Jeremy Bocculak
 1724 Boxwood Dr.
 Nashville, TN 37211
 Phone: (615) 579-0234

Flood Note

This Property is not located within a Flood Hazard Area as indicated by Zone 'X' on FEMA Map Number 47187C0214G.
 Dated: December 22, 2016.

Site Benchmark

Railroad Spike in the Powerpole Located Near the Southwest Corner of the Subject Property.
 NGVD Elevation 713.75.



4338 & 4340 South Carothers Road Development Plan

Being Parcel 30 & 30.01 on Tax Map 89
 Franklin, Williamson County, Tennessee

Date: April 24, 2018

Drawing Notes:
 CDF Project #.....

From: Kris Rae Orlowski <kisraeorlowski@gmail.com>
Sent: Tuesday, March 5, 2019 11:28 AM
To: Scott Speedy; Margaret Martin; danamclendon@mac.com;
bev@aldermanburger.com; annpetersen@comcast.net; Brandy Blanton;
Pearl Bransford; Clyde Barnhill; Emily Hunter; Amy Diaz-Barriga; Christopher
Andrews
Subject: Carothers Chase - Opposed

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

To the Mayor & Board of Alderman, et al:

My name is Kris Orlowski. My family and I are residents at 2063 Upland Drive in the Falcon Creek Subdivision in the South Carothers area of Franklin. We are a family of four, with children. A five year-old and a seven-year-old. My wife is an employee of Dave Ramsey, and I am a partner at a business located on Harpeth Industrial Court, behind the Factory. I would estimate that 98% of our lives are conducted within Franklin & Williamson County, and are very concerned with developments within our community.

You are poised to approve or deny the plan for development of the proposed Carothers Chase PUD. *I would like to state, for the record, that my family is fervently **opposed** to the proposal for Carothers Chase as it stands.* I request that my opposition, as presented in this email, go on the public record for the proposed Carothers Chase Development Plan.

Our home is the 6th lot from the northeastern end of Upland Drive. The current C.C. PUD calls for the building of 4 new homes that will be much larger, and not keeping in character with the homes that already exist in Falcon Creek. Additionally, these homes will not be part of the Falcon Creek HoA.

The addition of these homes at the end of Upland Drive will create an odd "island" of homes that are separate from the community of Falcon Creek. With their character and governance apart from that that already exists in FC, the families that would ultimately occupy these homes would be in some way ostracized from their most immediate neighbors. Think of the long running awkwardness that will ensue on the street as a preexisting resident's children say to their new friends that they are going to the pool and the new family cannot, at-will, also choose to partake in the use of the FC HoA's pool.

Next, I am put-off by the potential construction traffic that will ensue for the next several years along Upland Drive. Both of the long streets in Falcon Creek can already be quite busy with traffic. Upland and Meandering Way are the main arteries for our community and suffer from unsafe drivers who speed along their length. Adding construction traffic will only worsen the issue.

The construction will create an unpleasant amount of noise pollution in our area. We are parents to two small children. We already suffer from lack of sleep as is common with a household of with 2 young school-age children and 2 parents who both work full-time. My wife is particularly sensitive to noise and has health issues that can be exacerbated by a lack of sleep. We can also assume there will be blasting

the area as was experienced from as the Lockwood Glen Subdivision was being developed. But, now this construction will be less than a half a mile from our home! We find this unacceptable.

Also, the removal of the natural space at the end of Upland Drive will greatly effect the deer population that resides in the woods located directly behind our home. Our children delight in learning about the deer. Their fawns often bed-down in our yard and in the tall grass behind our home. Removing more of the natural area may cause the deer to have to relocate (but where, when so much of Southeast Franklin is being developed at such a rapid pace?)

The addition of all of these new homes in Carothers Chase will only exacerbate an already growing traffic problem along South Carothers Parkway. I left my house this morning, and at the Western entrance/exit to/from Falcon Creek, traffic was backed up to our entrance/exit and even further south along S. Carothers toward the new developments of the Ladd Park area.

The opportunistic development of Franklin and surrounding areas of Williamson County, without properly growing our infrastructure are decreasing the quality of life for the residents of our community. It needs to stop. You must ensure that the growth of our community is properly supported, or you will usher in an era where Franklin is no longer Franklin.

I urge all of you to vote against the approval of the Carothers Chase PUD until such a time where the plan is modified to meet the concerns of the residents that it effects.

Thank you for your attention and consideration in this matter.

Cordially,
Kris R. Orlowski

Kris Rae Photography

www.krisrae.com

Westlight Studios

www.westlightstudios.com

1106 Harpeth Industrial Ct
Franklin TN 37064

From: A Gomoljak <lovebuzz38@hotmail.com>
Sent: Tuesday, March 5, 2019 12:31 PM
To: Scott Speedy; Margaret Martin; danamclendon@mac.com;
bev@aldermanburger.com; annpetersen@comcast.net; Brandy Blanton;
Pearl Bransford; Clyde Barnhill; Emily Hunter; Amy Diaz-Barriga; Christopher
Andrews
Subject: I request that this email go on public record for the proposed Carothers
Chase Development Plan...

Follow Up Flag: Follow up
Flag Status: Flagged

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

As a resident of Falcon Creek for the past 14 years, I have to say I'm very concerned about what the Carothers Chase Development means to our neighborhood. Specifically blasting right behind our homes, construction for years, congested streets that are already too narrow, cut through traffic, and the list goes on. To date, you are being extremely dismissive about our concerns. I assume if it were your neighborhood, you'd want to protect and preserve your home values, integrity, and way of life. That blasting is going to effect my house as well as many others. The cut through traffic is going to be difficult through our neighborhood. Can you tell me what is going to be done to address any of our concerns?

Thanks,

Amy Gomoljak

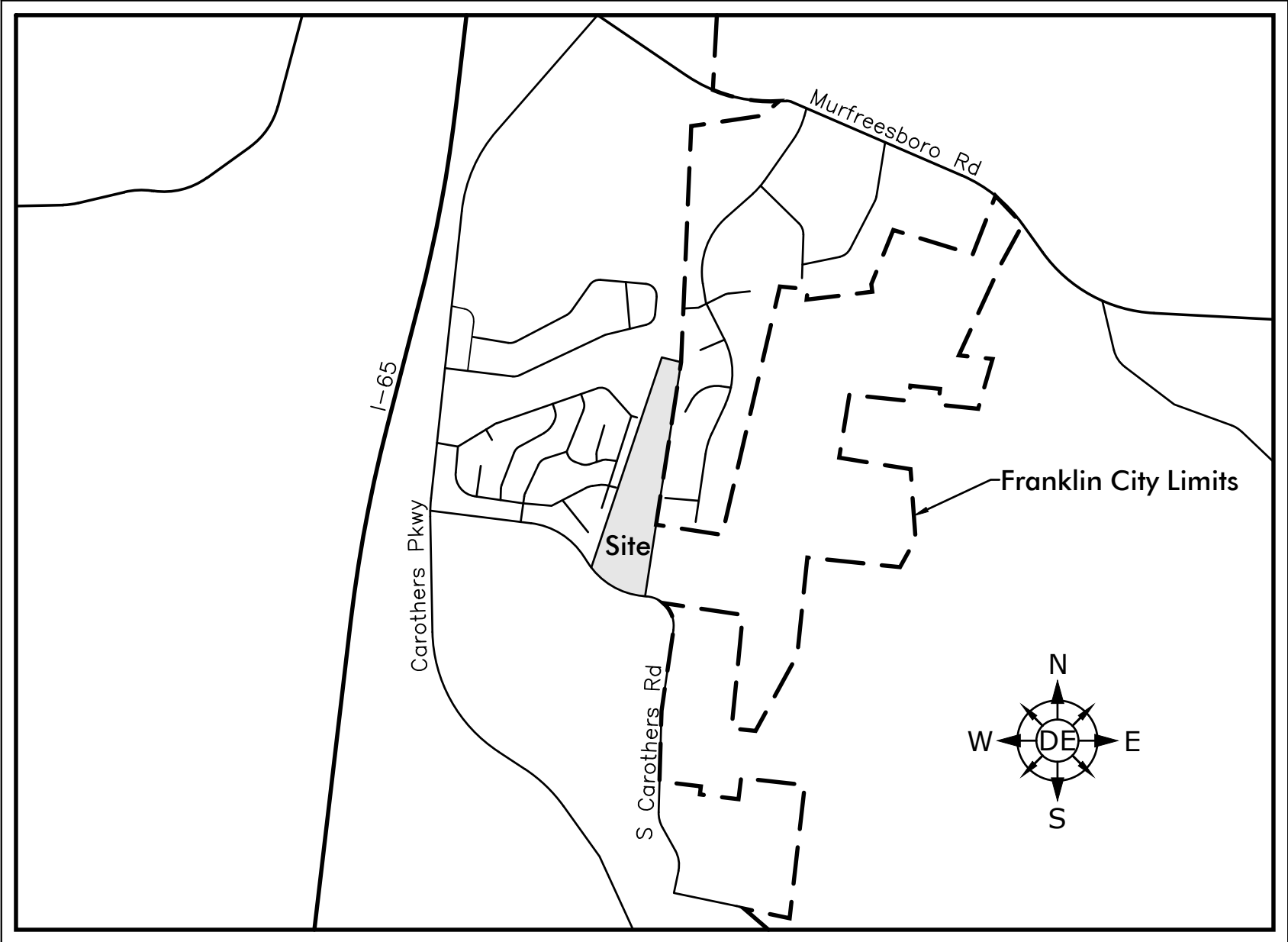
Carothers Chase

A Planned Unit Development Subdivision

Development Plan

Being Parcel 30 & 30.01 on Tax Map 89
4338 & 4340 South Carothers Road
Franklin, Williamson County, Tennessee
COF Project #6773

Site Data	
PROJECT NAME:	Carothers Chase
PROJECT #	6773 (Development Plan) & 6772 (Rezoning Request)
SUBDIVISION:	4338 & 4340 South Carothers Road
LOT NUMBERS:	1-49
ADDRESS:	4338 & 4340 South Carothers Road
CITY:	Franklin
COUNTY:	Williamson County
STATE:	Tennessee
CIVIL DISTRICT:	14th
EXISTING ZONING & CHARACTER OV:	R-1, MECO-6 Character Overlay
PROPOSED ZONING:	SD-R
OTHER APPLICABLE OVERLAYS:	None
APPLICABLE DEVELOPMENT STDS:	Conventional
ACREAGE OF SITE/PROJECT AREA:	22.07 Acres
SQUARE FOOTAGE OF SITE:	961,263 ± Square Feet
MINIMUM REQUIRED SETBACK LINES (Single Family Detached):	
YARD FRONTING ON STREET:	15 Feet
SIDE YARD:	5 Feet & 15 Feet at Corner
REAR YARD:	10 Feet
DEVELOPER:	Sunnybrook Investment Company, LLC
ADDRESS:	1724 Boxwood Dr.
	Nashville, TN. 37211
PHONE NUMBER:	(615) 579-0234
EMAIL ADDRESS:	j-boz@live.com
CONTACT NAME:	Jeremy Boczulak
APPLICANT:	Dewey Engineering
ADDRESS:	2925 Berry Hill Dr
	Nashville 37204
PHONE NUMBER:	(615) 401-9956
E-MAIL ADDRESS:	mdewey@dewey-engineering.com
CONTACT NAME:	Michael Dewey, PE
BUILDING SQUARE FOOTAGE:	Not Applicable
BUILDING HEIGHT:	2 Stories Maximum
MAXIMUM FLOOR AREA RATIO:	Not Applicable
FLOOR AREA RATIO OF SITE:	Not Applicable
PROPOSED LANDSCAPE SURFACE:	Not Applicable
MIN. LANDSCAPE SURFACE RATIO:	0.20
MIN. PARKING REQUIREMENT:	Single-Family Detached: 2 per Dwelling
PARKING PROVIDED:	45 Garage, 45 Driveway (45 SF Lots)
MAX. PARKING LIMIT:	For Attached Residential Only, No More Than 120% of the Minimum Parking Required.
EXISTING PARKING	Not Applicable
REQUIRED OFF-STREET LOADING:	None
OFF-STREET LOADING PROVIDED:	None
RESIDENTIAL DENSITY:	45 Single-Family Lots (2.04 Lots/Acre)
TREE CANOPY:	Not Applicable
PARKLAND:	"Fees in Lieu" at Final Plat
OPEN SPACE:	Not Applicable



Vicinity Map
NTS

Sheet Schedule

1	C0.0	Cover Sheet
2	C1.0	Overall Existing Conditions Plan
3	C1.1	Overall Tree Preservation Plan
4	C2.0	Overall Development Plan
5	C3.0	Overall Grading and Drainage Plan
6	C4.0	Overall ROW & Access Plan
7	C5.0	Overall Utility Plan
8	C5.1	Offsite Utility Plan
9	L1.0	Overall Landscape Plan
10	L1.1	Buffer Averaging Plan

OWNER
GREG GLASS
4338 SOUTH CAROTHERS ROAD
FRANKLIN, TENNESSEE 37064
CONTACT: GREG GLASS
EMAIL: GGLASS@MAC.COM

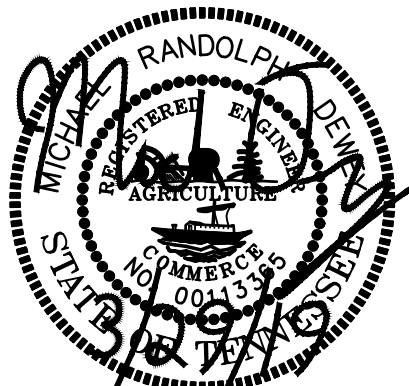
DEVELOPER
SUNNYBROOK INVESTMENT COMPANY, LLC
1724 BOXWOOD DR.
NASHVILLE, TN. 37211
CONTACT: JEREMY BOCZULAK
PHONE: (615) 579-0234
EMAIL: J-BOZ@LIVE.COM

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

LANDSCAPE ARCHITECT
CUMBERLAND LANDESIGN INC.
104 LEEWARD POINT
HENDERSONVILLE, TN 37075
CONTACT: BRIAN WRAY
PHONE: (615) 333-4636
EMAIL: CUMBERLANDESIGN@BELLSOUTH.NET

FLOODNOTE
THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA
AS INDICATED BY ZONE 'X' ON FEMA MAP NUMBER 47187C0214G.
DATED: DECEMBER 22, 2016.

- Modification of Standards Request:
1. Cul-de-sac Centerline Grade. The Applicant Requests a Modification of the Transportation & Street Technical Standards 2.3.9 (1) Which Requires the Centerline Grade in the Bulb of a Cul-de-sac Shall not Exceed Five (5.0) Percent. The Temporary Cul-de-sac is at Ten (10) Percent Grade Through the Centerline.

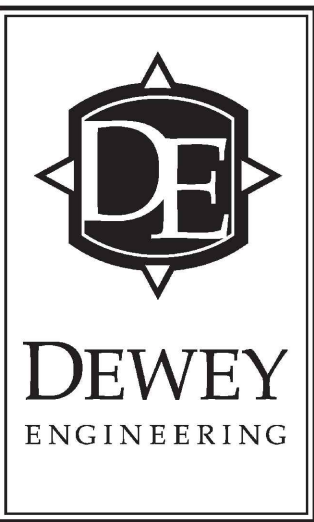


Revisions:
3/29/19-Removed Trail Behind
Lots 22-25. Added Open
Space Behind Lots 43 & 44.
Added Landscape Screening
Along Lots 42 & 45

Drawing Notes:
COF Project #6773
(Development Plan)
COF Project #6772
(Rezoning Request)

Date: March 29, 2019

Carothers Chase
Development Plan
Being Parcel 30 & 30.01 on Tax Map 89
Franklin, Williamson County, Tennessee

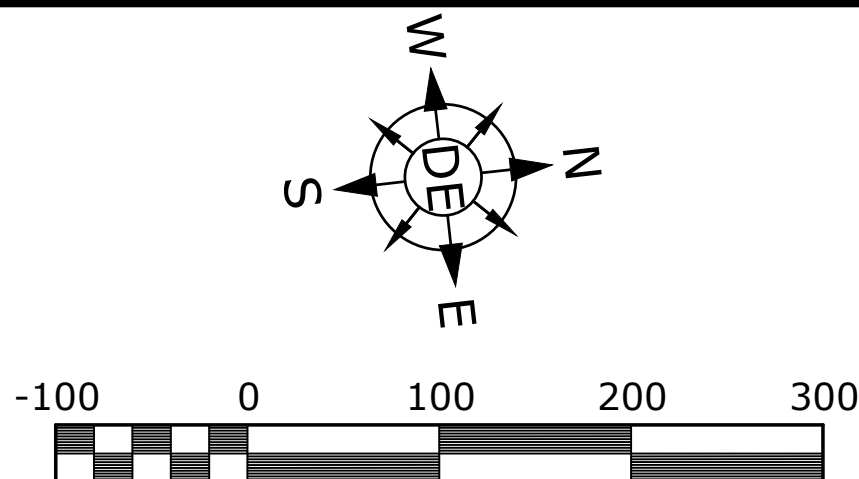
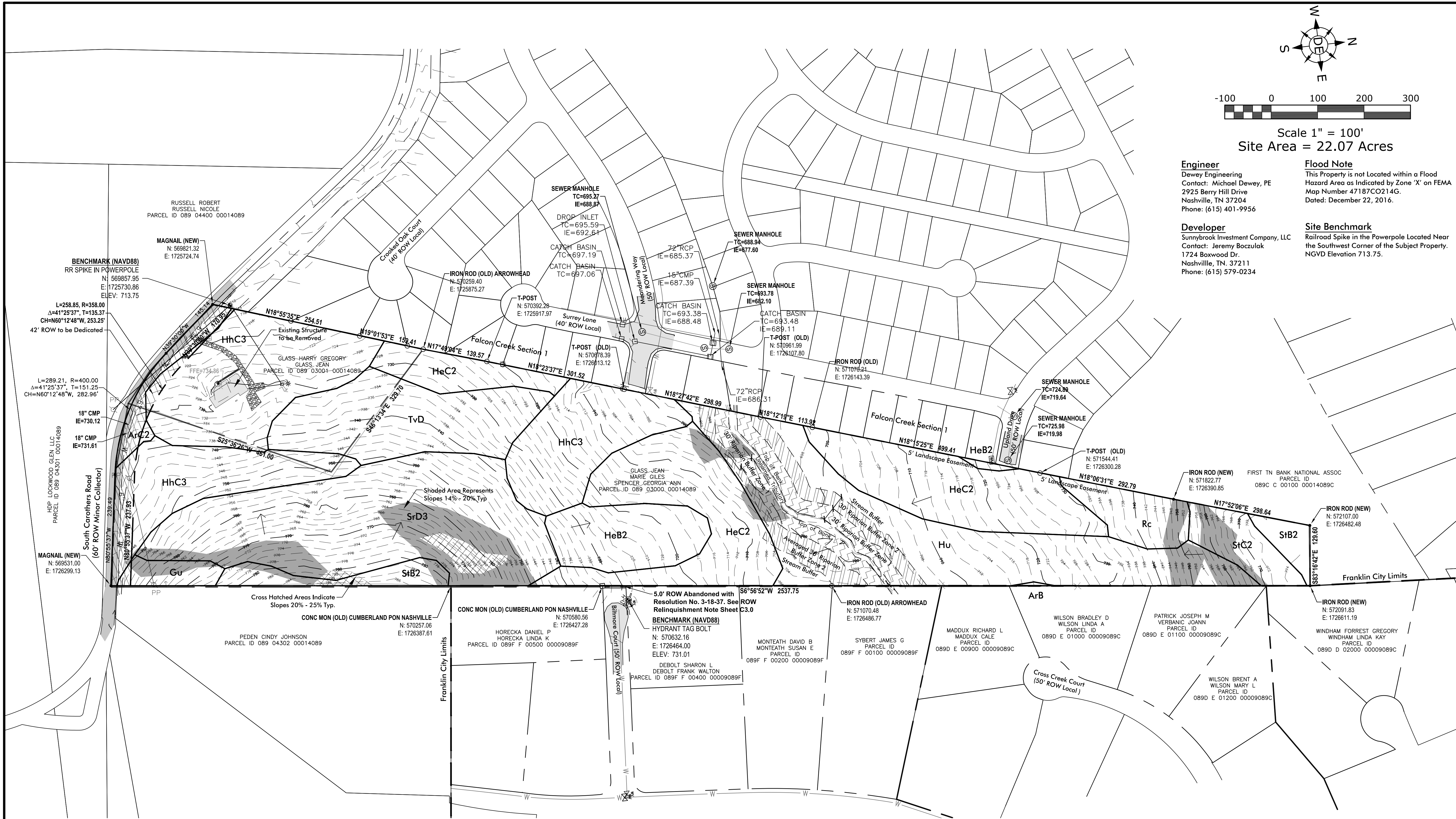


Cover Sheet

Job No. 17048

C0.0

1 of 10



Scale 1" = 100'
Site Area = 22.07 Acres

Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-9956

Developer
Sunnybrook Investment Company, LLC
Contact: Jeremy Boczulak
1724 Boxwood Dr.
Nashville, TN. 37211
Phone: (615) 579-0234

Flood Note
This Property is not Located within a Flood Hazard Area as Indicated by Zone 'X' on FEMA Map Number 47187CO214G.
Dated: December 22, 2016.

Site Benchmark
Railroad Spike in the Powerpole Located Near the Southwest Corner of the Subject Property.
NGVD Elevation 713.75.

Revisions:
3/29/19-Removed Trail Behind Lots 22-25. Added Open Space Behind Lots 43 & 44. Added Landscape Screening Along Lots 42 & 45

Drawing Notes:
COF Project #6773 (Development Plan)
COF Project #6772 (Rezoning Request)

Date: March 29, 2019

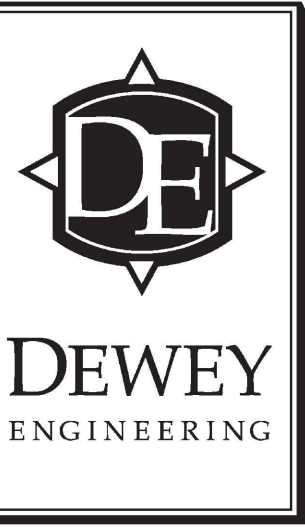
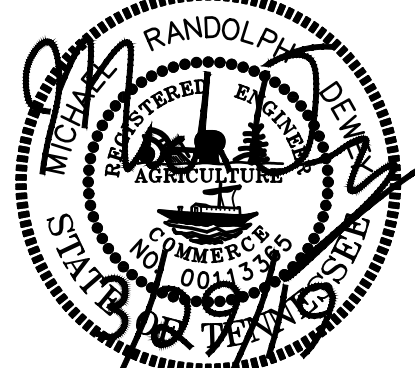
Carothers Chase Development Plan

Being Parcel 30 & 30.01 on Tax Map 89 Franklin, Williamson County, Tennessee

Legal Description of Property to be Rezoned:
Commencing at a Point Along the North Right-of-Way of South Carothers Road, the Same Point Being at the Southeast Corner of the Property of Jean Glass & Georgia Spencer of Tax Map 89 Parcel 30: said Point being the Point of Beginning.
Thence, N 80° 55' 37" W for a distance of 239.49 feet to the beginning of a curve,
Said curve turning to the right through an angle of 41° 25' 37", having a radius of 400.00 feet, and whose long chord bears N 60° 12' 48" W for a distance of 282.96 feet.
Thence, N 39° 30' 00" W for a distance of 145.14 feet to a point on a line.
Thence, N 18° 55' 35" E for a distance of 303.81 feet to a point on a line.
Thence, N 19° 01' 53" E for a distance of 159.41 feet to a point on a line.
Thence, N 17° 49' 04" E for a distance of 139.57 feet to a point on a line.
Thence, N 18° 23' 37" E for a distance of 301.52 feet to a point on a line.
Thence, N 18° 27' 42" E for a distance of 298.99 feet to a point on a line.
Thence, N 18° 12' 19" E for a distance of 113.92 feet to a point on a line.
Thence, N 18° 15' 25" E for a distance of 499.41 feet to a point on a line.
Thence, N 18° 06' 31" E for a distance of 292.79 feet to a point on a line.
Thence, N 17° 52' 06" E for a distance of 298.64 feet to a point on a line.
Thence, S 83° 16' 42" E for a distance of 129.60 feet to a point on a line.
Thence S 06° 56' 52" W a Distance of 2579.78 feet to the Point of Beginning

Existing Conditions Sheet Shows Field Run Survey Data Provided by Clint Elliott Surveying Dated 7/23/2015.

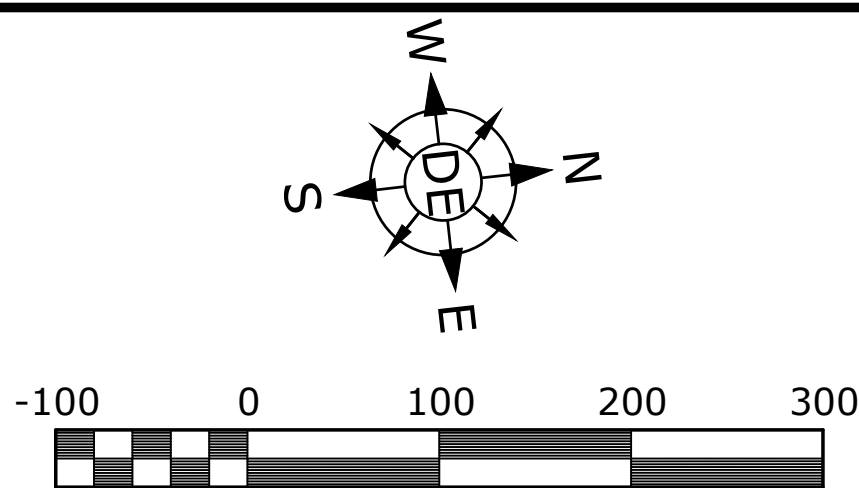
Note:
No Mineral Rights are Held by Parties Outside of the Owner.



Overall Existing Conditions Plan

Job No. 17048

C1.0



Scale 1" = 100'
Site Area = 22.07 Acres

Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-9956

Flood Note
This Property is not Located within a Flood Hazard Area as Indicated by Zone 'X' on FEMA Map Number 47187CO214G.
Dated: December 22, 2016.

Developer
Sunnybrook Investment Company, LLC
Contact: Jeremy Boczulak
1724 Boxwood Dr.
Nashville, TN. 37211
Phone: (615) 579-0234

Site Benchmark
Railroad Spike in the Powerpole Located Near the Southwest Corner of the Subject Property.
NGVD Elevation 713.75.

Revisions:
3/29/19-Removed Trail Behind Lots 22-25. Added Open Space Behind Lots 43 & 44. Added Landscape Screening Along Lots 42 & 45

Drawing Notes:
COF Project #6773 (Development Plan)
COF Project #6772 (Rezoning Request)

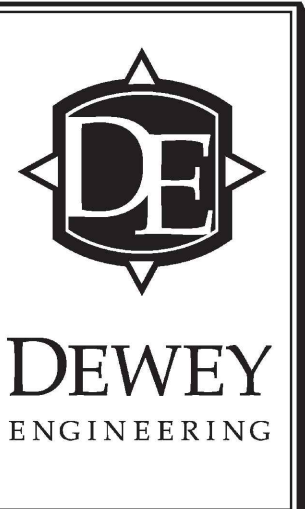
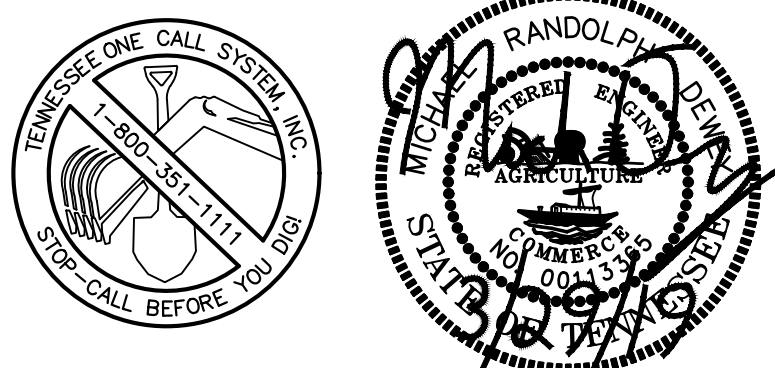
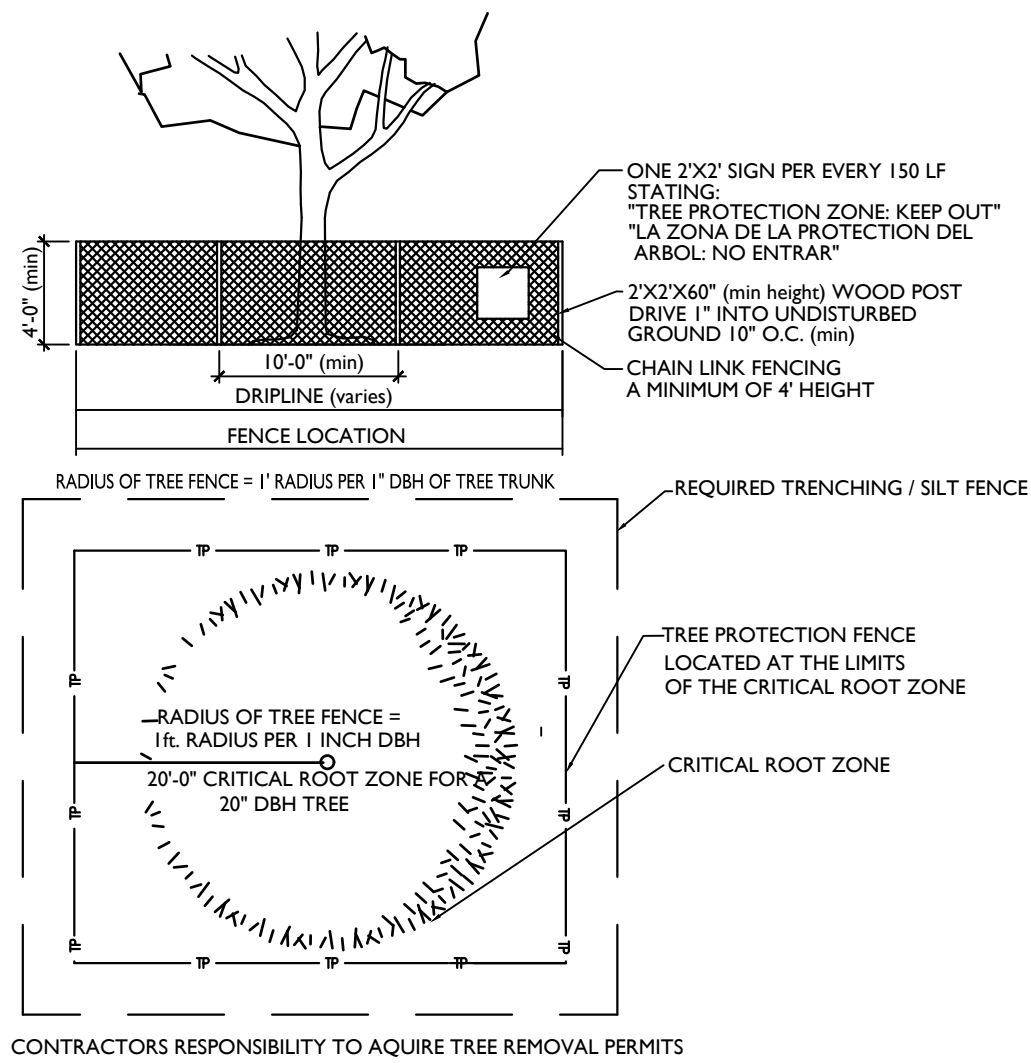
Date: March 29, 2019

Carothers Chase
Development Plan
Being Parcel 30 & 30.01 on Tax Map 89
Franklin, Williamson County, Tennessee



Tree Protection Zone
Existing Tree Canopy - 12.35 Acres (56% of Total Site)
Tree Canopy Required - 5.56 Acres (45% of Existing Tree Canopy)
Proposed Area of Tree Canopy Retention - 5.64 Acres (46% of Existing Tree Canopy)

- TREE PROTECTION NOTES:**
- The tree protection barriers shall be constructed before the issuance of any permits, and shall remain intact throughout the entire period of construction.
 - The tree protection barrier shall be installed as labeled on this plan or a distance to the radius of the dripline, whichever is greatest, as measured from the trunk of the protected tree.
 - Any required excavation in or around the protection zone to accommodate underground services, footings, etc., shall be indicated on the plan, and shall be excavated by hand. In addition, related root pruning shall be accomplished via ANSI A-300-95 standard so as to minimize impact on the general root system.
 - The storage of building materials or stock piling shall not be permitted within the limits of or against the protection barriers.
 - Trees within the protection barriers must be adequately cared for throughout the construction process (i.e., they must be watered sufficiently). Fill shall not be placed upon the root system as to endanger the health or life of the affected tree.



Overall Tree
Preservation
Plan

Job No. 17048

C1.1

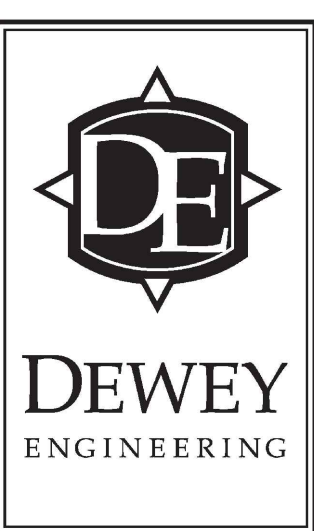
Revisions:
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Drawing Notes:
COF Project #6773
(Development Plan)
COF Project #6772
(Rezoning Request)

Date: March 29, 2019

Carothers Chase Development Plan

Being Parcel 30 & 30.01 on Tax Map 89
Franklin, Williamson County, Tennessee

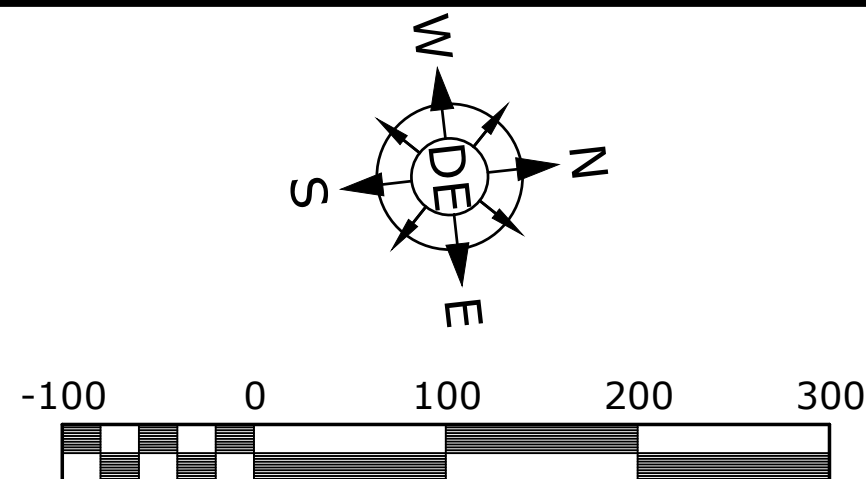


Overall
Development
Plan

Job No. 17048

C2.0

4 of 10

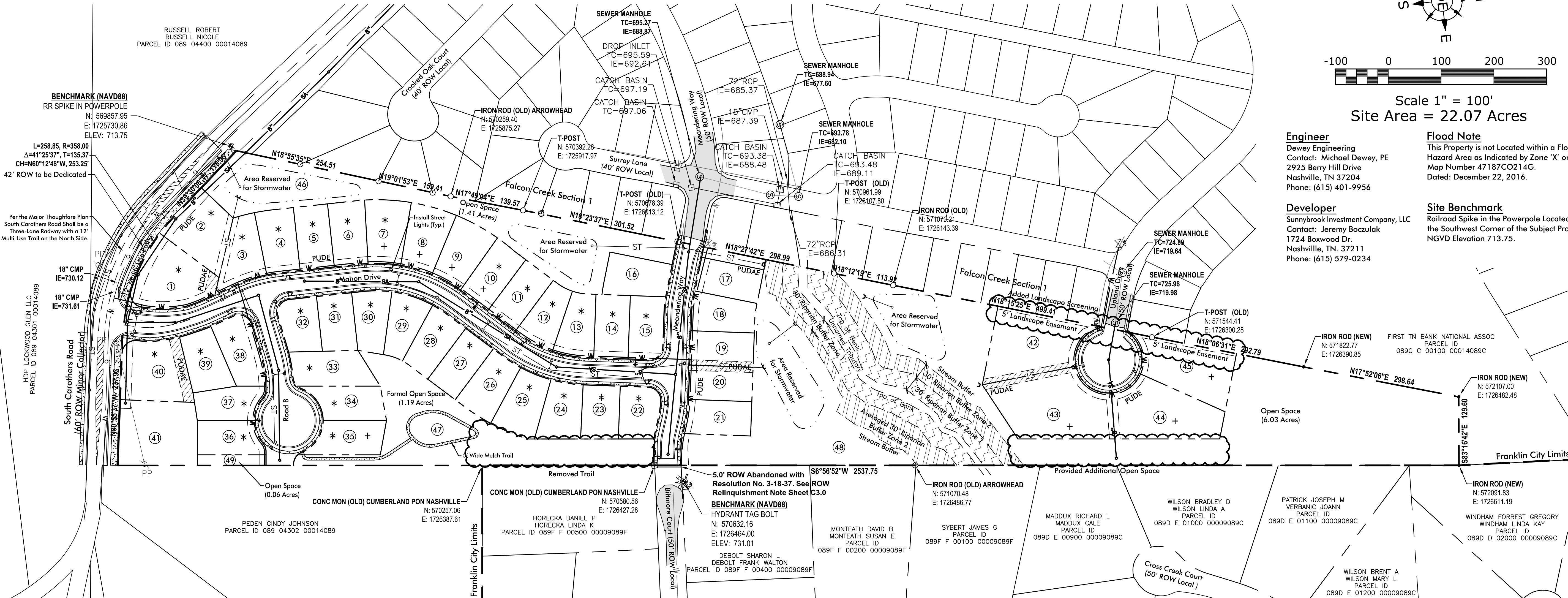


Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-9956

Developer
Sunnybrook Investment Company, LLC
Contact: Jeremy Boczulak
1724 Boxwood Dr.
Nashville, TN. 37211
Phone: (615) 579-0234

Flood Note
This Property is not Located within a Flood
Hazard Area as Indicated by Zone 'X' on FEMA
Map Number 47187CO214G.
Dated: December 22, 2016.

Site Benchmark
Railroad Spike in the Powerpole Located Near
the Southwest Corner of the Subject Property.
NGVD Elevation 713.75.



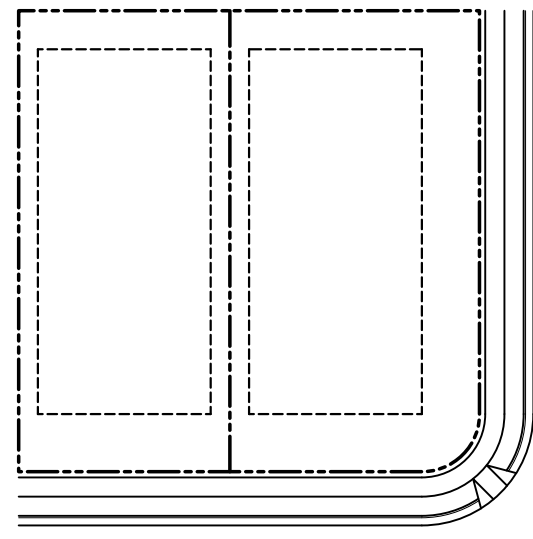
Site Data

PROJECT NAME:	Carothers Chase
PROJECT #	6773 (Development Plan) & 6772 (Rezoning Request)
SUBDIVISION:	4338 & 4340 South Carothers Road
LOT NUMBERS:	1-49
ADDRESS:	4338 & 4340 South Carothers Road
CITY:	Franklin
COUNTY:	Williamson County
STATE:	Tennessee
CIVIL DISTRICT:	14th
EXISTING ZONING & CHARACTER OV:	R-1, MECO-6 Character Overlay
PROPOSED ZONING:	SD-R
OTHER APPLICABLE OVERLAYS:	None
APPLICABLE DEVELOPMENT STDS:	Conventional
ACREAGE OF SITE/PROJECT AREA:	22.07 Acres
SQUARE FOOTAGE OF SITE:	961,263 ± Square Feet
MINIMUM REQUIRED SETBACK LINES (Single Family Detached):	
YARD FRONTING ON STREET:	15 Feet
SIDE YARD:	5 Feet & 15 Feet at Corner
REAR YARD:	10 Feet
DEVELOPER:	Sunnybrook Investment Company, LLC
ADDRESS:	1724 Boxwood Dr.
	Nashville, TN. 37211
PHONE NUMBER:	(615) 579-0234
EMAIL ADDRESS:	j-boc@live.com
CONTACT NAME:	Jeremy Boczulak
APPLICANT:	Dewey Engineering
ADDRESS:	2925 Berry Hill Dr
	Nashville 37204
PHONE NUMBER:	(615) 401-9956
E-MAIL ADDRESS:	mdewey@dewey-engineering.com
CONTACT NAME:	Michael Dewey, PE
BUILDING SQUARE FOOTAGE:	Not Applicable
BUILDING HEIGHT:	2 Stories Maximum
MAXIMUM FLOOR AREA RATIO:	Not Applicable
FLOOR AREA RATIO OF SITE:	Not Applicable
PROPOSED LANDSCAPE SURFACE:	Not Applicable
MIN. LANDSCAPE SURFACE RATIO:	0.20
MIN. PARKING REQUIREMENT:	Single-Family Detached: 2 per Dwelling
PARKING PROVIDED:	45 Garage, 45 Driveway (45 SF Lots)
MAX. PARKING LIMIT:	For Attached Residential Only, No More Than 120% of the Minimum Parking Required.
EXISTING PARKING	Not Applicable
REQUIRED OFF-STREET LOADING:	None
OFF-STREET LOADING PROVIDED:	None
RESIDENTIAL DENSITY:	45 Single-Family Lots (2.04 Lots/Acre)
TREE CANOPY:	Not Applicable
PARKLAND:	"Fees in Lieu" at Final Plat
OPEN SPACE:	Not Applicable

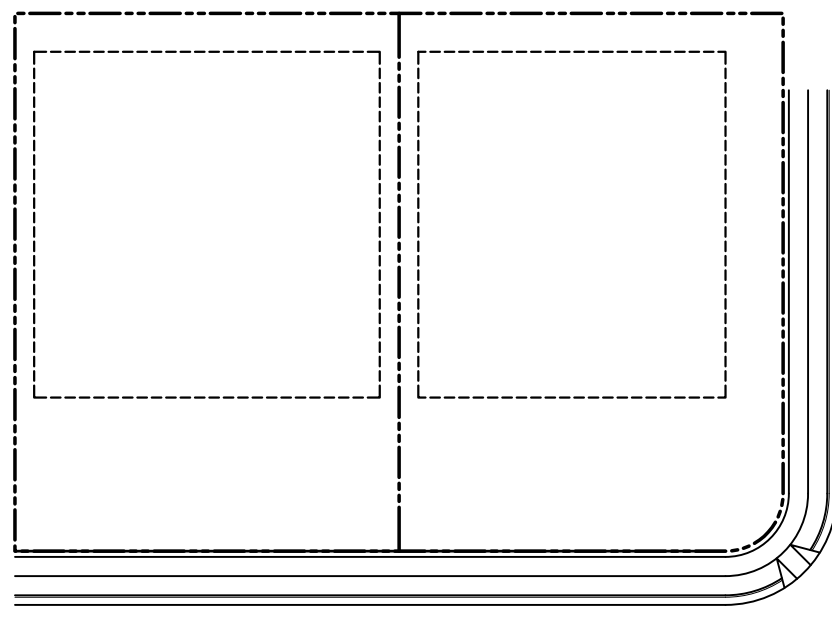
There Shall be no Mowing, Clearing, Grading, Construction,
Storage, or Disturbance of Vegetation in Riparian Buffers
Except as Permitted by the City Engineer, or His Designee.

Parkland Calculations
45 Residential Units Requested
35 Residential Units x 1,200 sf = 42,000 sf
10 Residential Units x 600 sf = 6,000 sf
6,000 sf + 42,000 sf = 48,000 sf Required per Zoning Ordinance.
Fees Shall be Due at Final Plat.

Notes:
1. * Denotes a Critical Lot & will Require the Submittal
of a Critical Lot Plan with the Building Permit Submittal.
2. + Denotes Critical Tree Lots.
3. All Street Lights Shall Have a LED Light Source



Lot Standards (Lots 3-39 & 42-45)
Typical House Square Footage - 2,200 - 3,000 sf



Lot Standards (Lots 1, 2, 40, & 41)
Typical House Square Footage - 2,200 - 3,000 sf

STATEMENT OF IMPACTS

WATER
WATER SERVICE WILL BE PROVIDED BY MILCROFTON UTILITY DISTRICT. A 6"
WATER MAIN IS LOCATED ON SOUTH CAROTHERS ROAD.
45 SFUE * 350 GPD = 15,750 GPD

SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN
WILL CONNECT INTO EXISTING MANHOLES LOCATED AT THE INTERSECTION
OF SURREY LANE & MEANDERING WAY, SURREY LANE & UPLAND DRIVE, &
LOCKWOOD GLEN SUBDIVISION. THE DEVELOPER IS RESPONSIBLE FOR
REMOVAL OF FALCON CREEK PUMP STATION AND THE RETURN OF ALL CITY
OF FRANKLIN DEEMED ACCEPTABLE EQUIPMENT TO FRANKLIN WATER
MANAGEMENT. ALL OTHER EQUIPMENT AND MATERIAL SHALL BE DISPOSED
OF PROPERLY AS PART OF THE APPROVED SITE PLAN.

REPURIFIED (REUSE) WATER FACILITIES
REUSE WATER IS NOT AVAILABLE

STREET NETWORK
THE MAJOR THOROUGHFARE PLAN SHOWS SOUTH CAROTHERS ROAD WILL
BE UPGRADED TO CITY STANDARDS.

DRAINAGE FACILITIES
THE PROPERTY DRAINS TO AN UNNAMED TRIBUTARY WHICH BISECTS THE
SITE AND ULTIMATELY FLOWS TO THE HARPETH RIVER. THE SECOND
OUTFALL IS LOCATED ALONG SOUTH CAROTHERS ROAD. STORMWATER
QUANTITY CONTROLS SHALL BE DESIGNED SUCH THAT PRE-DEVELOPED
FLOWS ARE GREATER THAN POST-DEVELOPED FLOWS.

POLICE AND FIRE
FIRE STATION, STATION 2 (96 EAST) - 2.9 MILES DRIVING DISTANCE
COLUMBIA AVE. POLICE STATION - 4.8 MILES DRIVING DISTANCE

RECREATION FACILITIES
FRANKLIN RECREATIONAL COMPLEX - 7.7 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF ONE STUDENT PER
.64 HOMES.
45 X .64 = 28.80 STUDENTS

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

RESTRICTIVE COVENANTS
THE HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE
FIRST OCCUPANCY OF RESIDENTS. THE HOME OWNER'S ASSOCIATION WILL
REGULATE ARCHITECTURAL STANDARDS AND MAINTENANCE OF THE

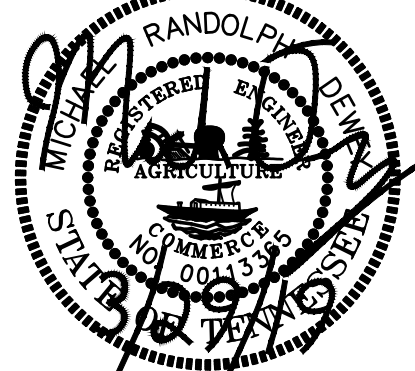
COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND
RECREATION AREAS.

LAND USE PLAN COMPLIANCE
CHARACTER AREA OVERLAY: MECO-6
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
THE PROPOSED DEVELOPMENT CONSISTS OF 45 SINGLE FAMILY RESIDENCES
AND OPEN SPACE.
1. THE PROPOSED DEVELOPMENT PLAN IS DESIGNED WITH LOT SIZES
CONSISTENT WITH THE ADJACENT NEIGHBORHOOD WEST OF THE
PROPOSED NEW PARCEL.
2. NO RETAIL IS PLANNED FOR THIS PROPERTY.

LOCAL COMPATIBILITY
THE PROPOSED DEVELOPMENT IS DESIGNED WITH LOTS CONSISTENT WITH
THE NEIGHBORHOODS ALONG THE SOUTH CAROTHERS ROAD CORRIDOR.

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

TRIP GENERATION CALCULATIONS	
4 HOMES	40 HOMES
AVERAGE DAILY TRAFFIC: 54	AVERAGE DAILY TRAFFIC: 448
DAILY ENTER: 54	DAILY ENTER: 448
DAILY EXIT: 54	DAILY EXIT: 448
AM PEAK HOUR TOTAL: 8	AM PEAK HOUR TOTAL: 33
AM PEAK HOUR ENTER: 2	AM PEAK HOUR ENTER: 8
AM PEAK HOUR EXIT: 6	AM PEAK HOUR EXIT: 25
PM PEAK HOUR TOTAL: 5	PM PEAK HOUR TOTAL: 43
PM PEAK HOUR ENTER: 3	PM PEAK HOUR ENTER: 27
PM PEAK HOUR EXIT: 2	PM PEAK HOUR EXIT: 16



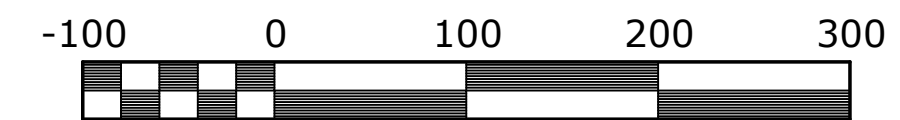
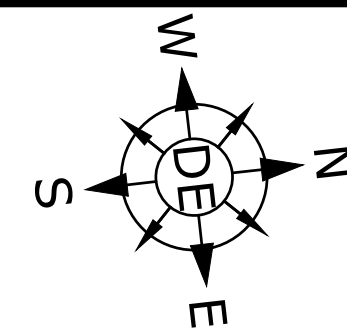
Retaining Wall 'A' Table			
Section	T.O.W.	B.O.W.	Height
A1	728.0	728.0	0.0
A2	728.0	722.0	6.0
A3	728.0	722.0	6.0
A4	728.0	722.0	6.0
A5	725.5	725.5	0.0

Retaining Wall 'B' Table			
Section	T.O.W.	B.O.W.	Height
B1	761.2	761.2	0.0
B2	766.8	762.3	4.5
B3	768.1	762.4	5.7
B4	762.2	760.3	1.9
B5	754.8	754.8	0.0

Notes:

1. Drainage Easements shall be provided between lots to convey stormwater runoff where necessary. The easements shall be provided in the Site Plan and Final Plan.
2. There Shall be No Mowing, Clearing, Grading, Construction, Storage, or Disturbance of Vegetation in Riparian Buffers Except as Permitted by the City Engineer, or His Designee.
3. 5.0' of ROW was Relinquished by Williamson County with Resolution No. 3-18-37 of Record in Bk 7371 Page 635; Bk 7371, Page 656; Bk 7373, Page 44; Bk 7373, Page 52 - All in the Register's Office for Williamson County, TN

There Shall be no Mowing, Clearing, Grading, Construction, Storage, or Disturbance of Vegetation in Riparian Buffers Except as Permitted by the City Engineer, or His Designee.



Scale 1" = 100'
Site Area = 22.07 Acres
Limits of Disturbance = 16.96 Acres

Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-9956

Developer
Sunnybrook Investment Company, LLC
Contact: Jeremy Boczulak
1724 Boxwood Dr.
Nashville, TN, 37211
Phone: (615) 579-0234

Flood Note
This Property is not Located within a Flood Hazard Area as Indicated by Zone 'X' on FEMA Map Number 47187CO214G.
Dated: December 22, 2016.

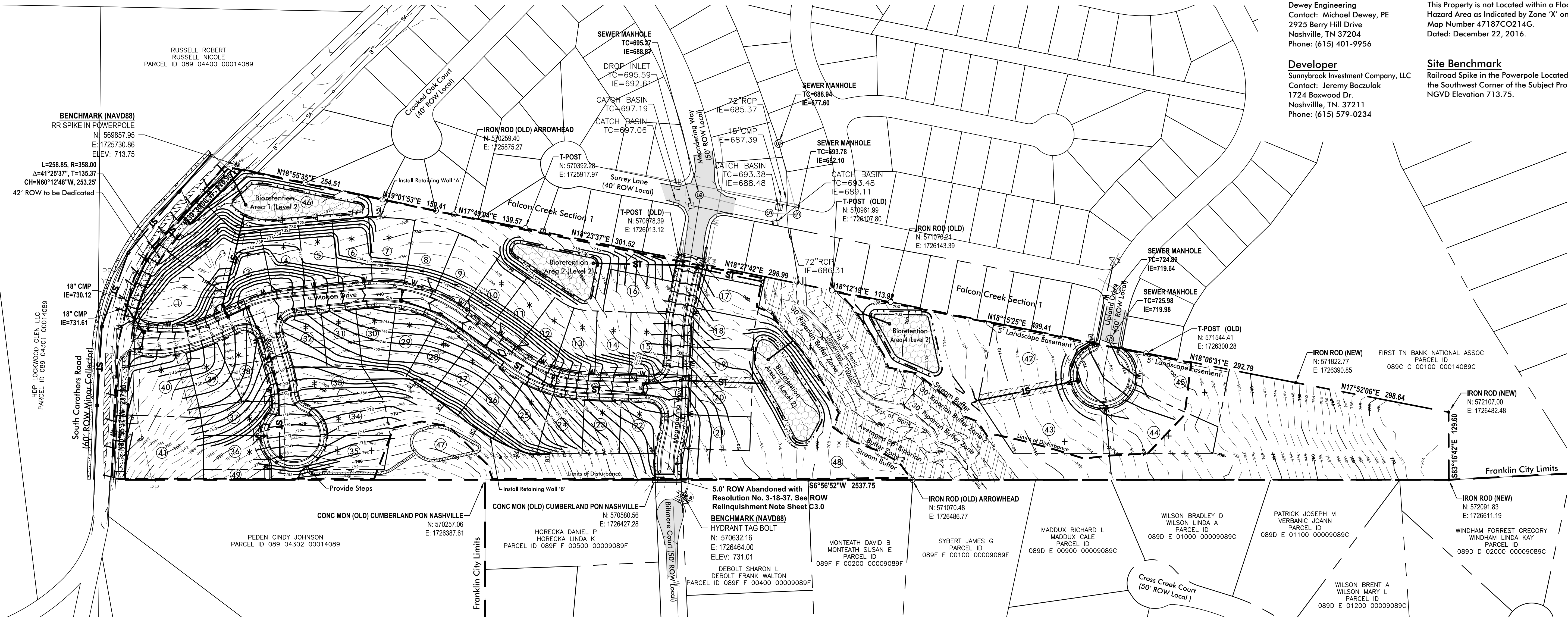
Site Benchmark
Railroad Spike in the Powerpole Located Near the Southwest Corner of the Subject Property.
NGVD Elevation 713.75.

Revisions:
3/29/19-Removed Trail Behind Lots 22-25. Added Open Space Behind Lots 43 & 44. Added Landscape Screening Along Lots 42 & 45

Drawing Notes:
COF Project #6773 (Development Plan)
COF Project #6772 (Rezoning Request)

Date: March 29, 2019

Carothers Chase
Development Plan
Being Parcel 30 & 30.01 on Tax Map 89
Franklin, Williamson County, Tennessee

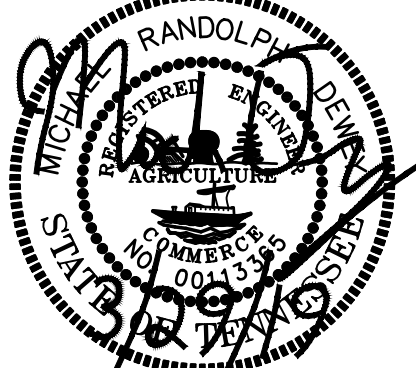


Utility Plan Legend

- PROF. STORM CULVERT
- PROF. WATER MAIN
- PROF. 8" GRAVITY SEWER MAIN
- EX. 6" WATER MAIN (S CAROTHERS RD)
- EX. WATER MAIN (UPLAND DR. & MEANDERING WAY)
- EX. UTILITY POLE
- PROP. HEADWALL
- PROP. DRAINAGE CATCH BASIN
- PROP. 6" SEWER LATERAL SERVICE
- EX. SEWER MANHOLE
- PROP. 3/4" RESIDENTIAL WATER METER
- PROP. FIRE HYDRANT & ASSEMBLY
- PROP. GATE VALVE & BOX

Notes:

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2. + Denotes Critical Tree Lots.
3. All Street Lights Shall Have a LED Light Source



Overall
Grading and
Drainage Plan

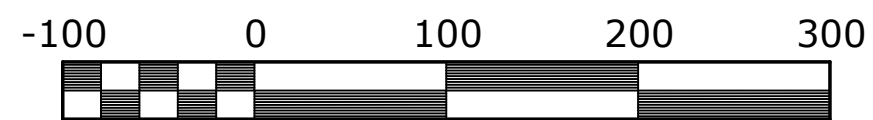
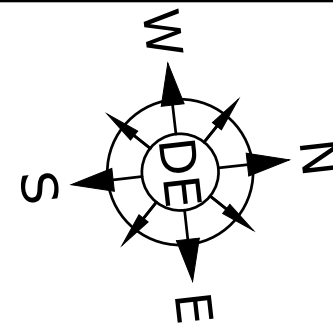
Job No. 17048

C3.0

5 of 10

Modification of Standards Request:
1.

Connectivity Index:
Links: 7
Nodes: 4
 $\frac{7}{4} = 1.75$ Index



Scale 1" = 100'
Site Area = 22.07 Acres

Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-9956

Flood Note
This Property is not Located within a Flood Hazard Area as Indicated by Zone 'X' on FEMA Map Number 47187C0214G.
Dated: December 22, 2016.

Developer
Sunnybrook Investment Company, LLC
Contact: Jeremy Boczulak
1724 Boxwood Dr.
Nashville, TN. 37211
Phone: (615) 579-0234

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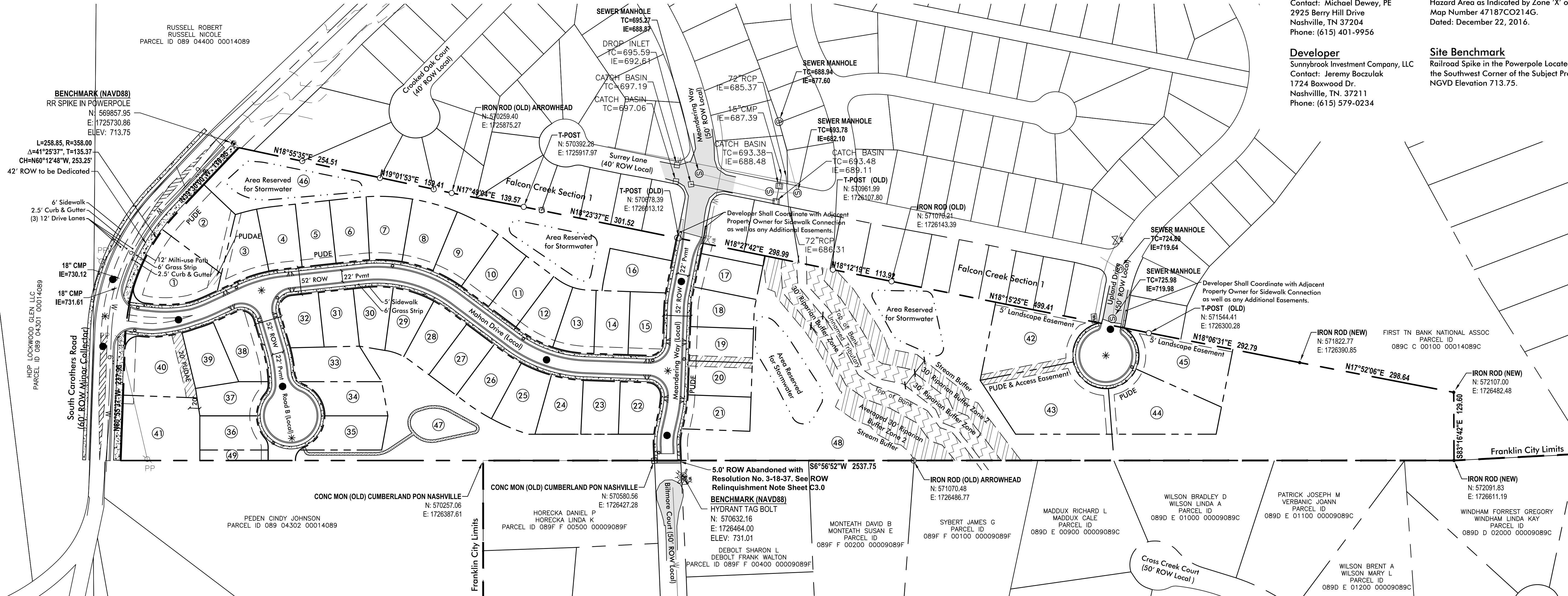
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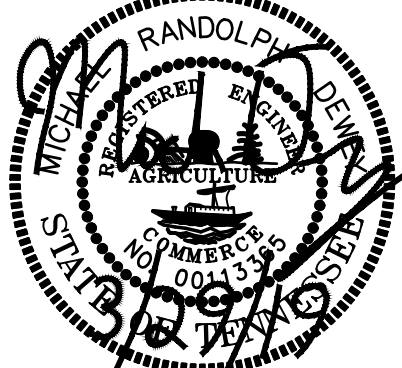
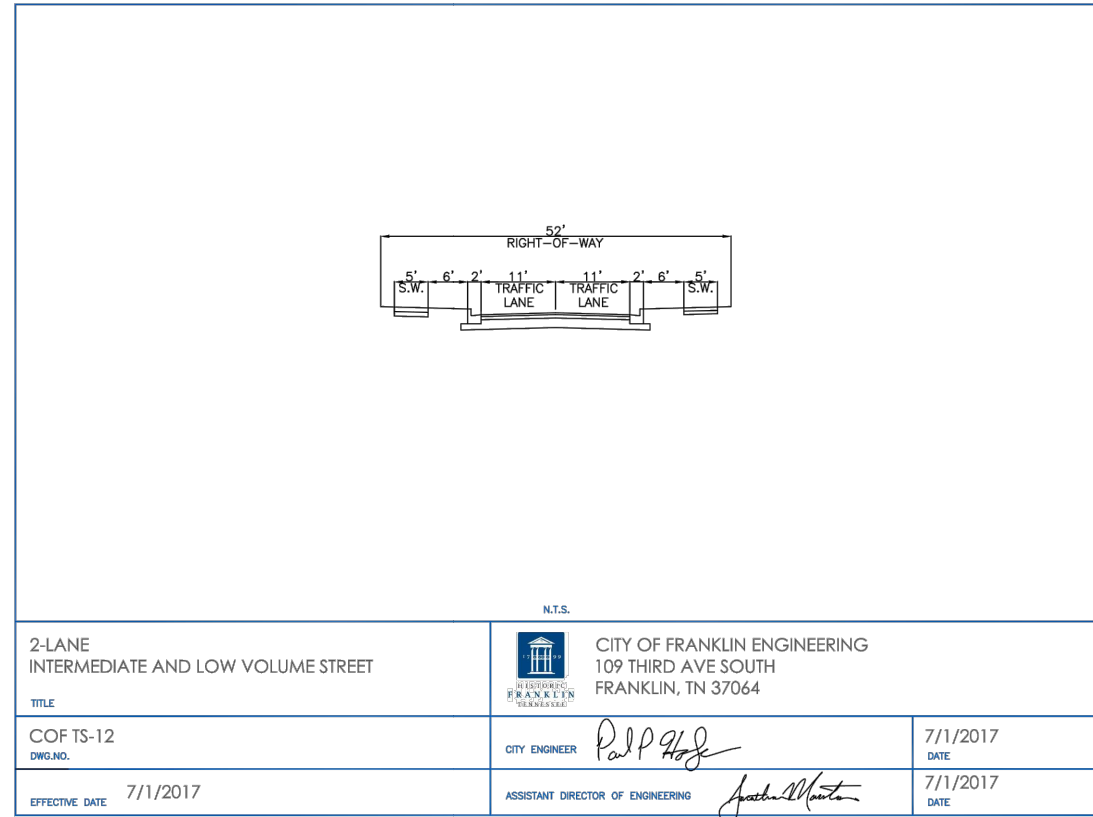
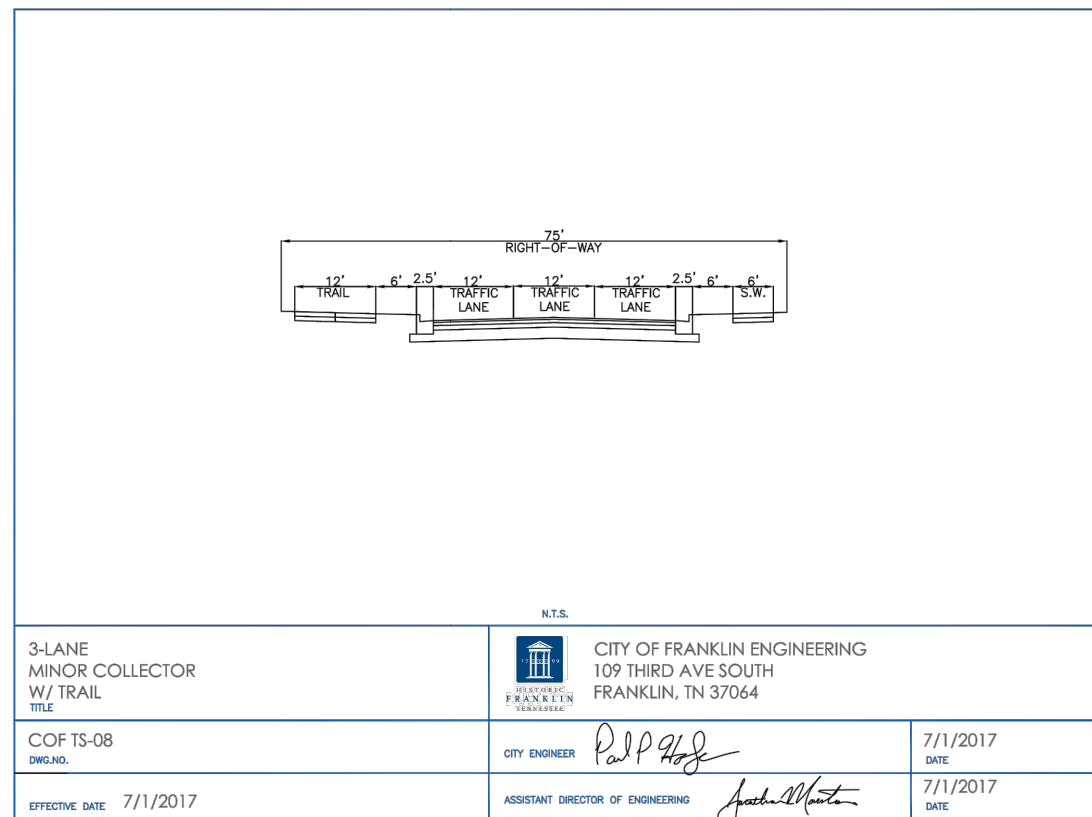
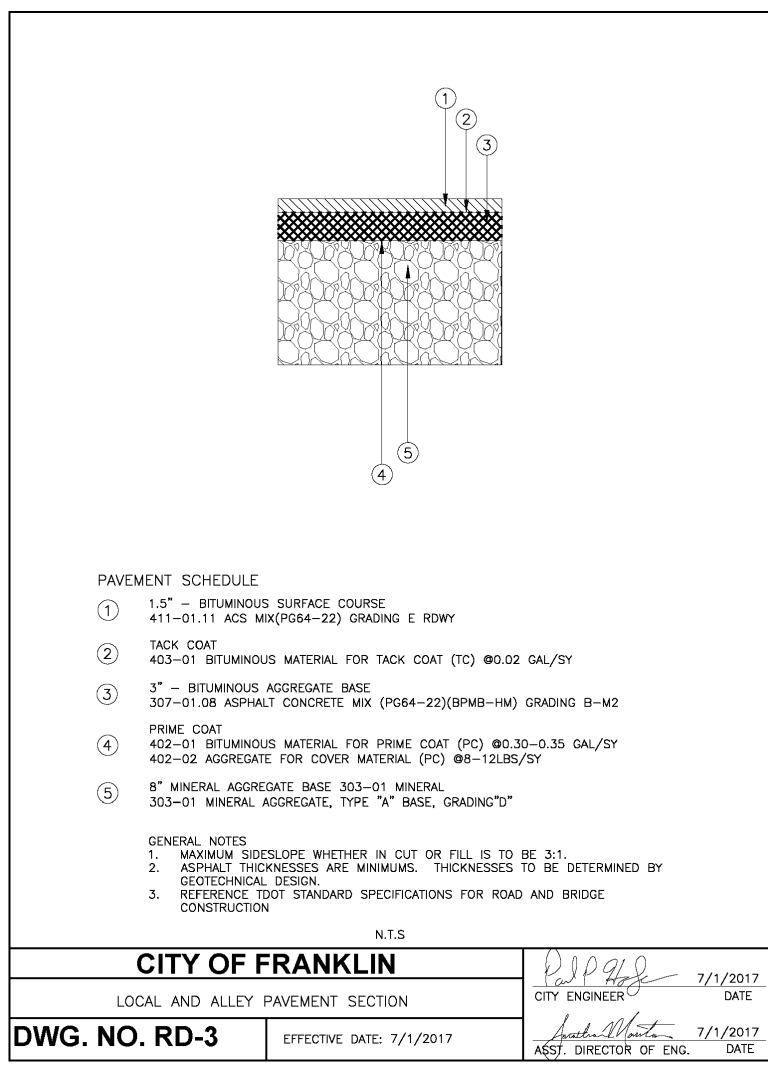
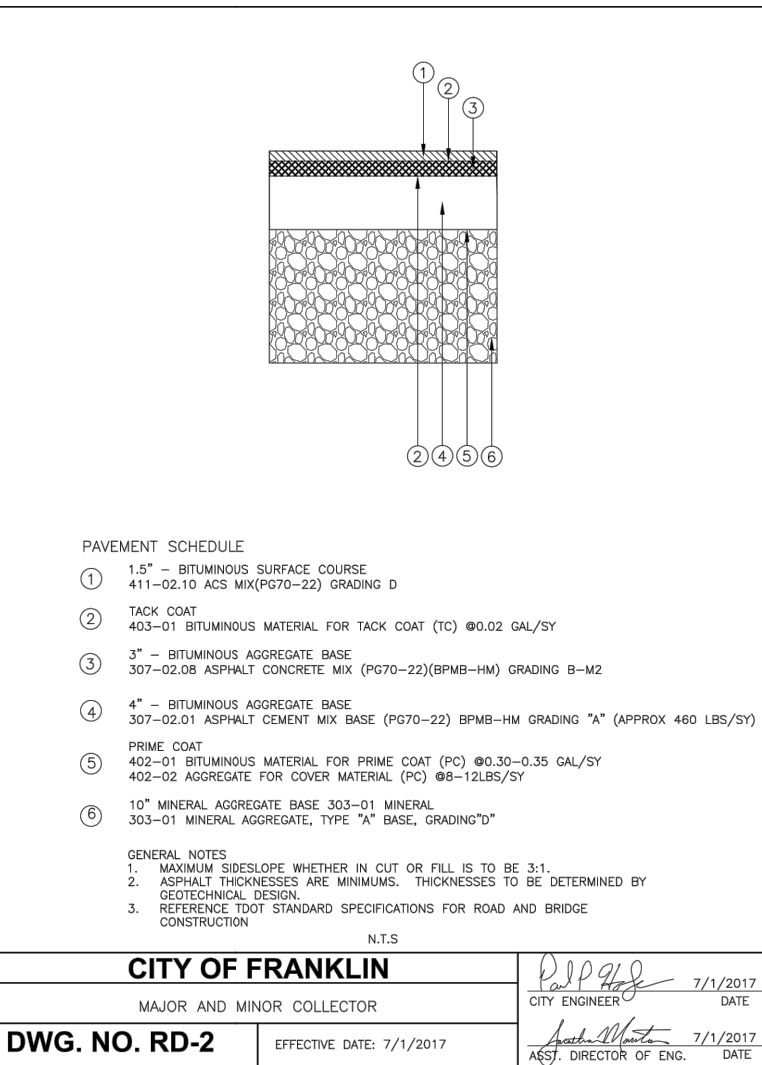
Carothers Chase Development Plan

Being Parcel 30 & 30.01 on Tax Map 89 Franklin, Williamson County, Tennessee



ROW & Access General Notes

- Prior to beginning any construction, the Developer and/or Contractor, shall obtain all necessary permits as required by law. Such permits may include, but are not limited to, those required by State of Tennessee, Williamson County and other City of Franklin agencies.
- All off-site work within the public right-of-way shall require an approved traffic control plan which complies with the MUTCD. No off-site excavation may be undertaken in any street, road, alley or right-of-way of any utility or temporary construction easement of the City of Franklin by any entity unless 72-hour notice has been given to the City of Franklin Traffic Operations Center. The contractor shall have an approved traffic control plan onsite during construction.
- Construction materials shall be fully tested in accordance with the designations and requirements within the referenced "TDOT Standard Specifications" sections, unless otherwise noted within the "Standard Specifications" section of the City of Franklin Transportation & Street Technical Standards.
- An authorized representative of the City shall make a final inspection of the project after completion to determine acceptability of the work and for release of performance bonds if required. Before this final inspection can be made, the Engineer responsible for the project shall certify in writing to the City Engineer that the work has been completed in accordance with approved plans and specifications. Locating and coordination for the relocation of existing utilities is the responsibility of the contractor. Tennessee's One-Call and the City of Franklin utility location service shall be utilized in addition to coordination with local utility owners. The contractor shall at all times protect existing utilities and will be responsible for costs due to damage caused to any utility lines.
- All temporary striping shall conform to "Standard Specifications for Road and Bridge Construction," published by TDOT, the latest revision except as herein amended. When approved, temporary striping shall be required prior to the opening of a street for travel where pavement and/or permanent striping cannot be completed due to weather and/or time constraints.
- Thermoplastic pavement markings should be used on all public and private City street projects. Thermoplastic traffic striping and pavement markings shall conform to Section 716.03 "Thermoplastic Pavement Markings", of the Tennessee Department of Transportation Specifications (TDOT), and to the City of Franklin Transportation & Street Technical Standards.



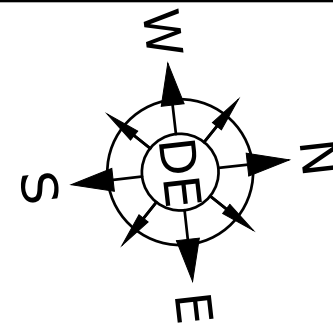
Overall ROW & Access Plan

Job No. 17048

C4.0

Note:

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2. SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN WILL CONNECT INTO EXISTING MANHOLES LOCATED AT THE INTERSECTION OF SURREY LANE & MEANDERING WAY, SURREY LANE & UPLAND DRIVE, & LOCKWOOD GLEN SUBDIVISION.
3. THE DEVELOPER IS RESPONSIBLE FOR REMOVAL OF FALCON CREEK PUMP STATION AND THE RETURN OF ALL CITY OF FRANKLIN DEEMED ACCEPTABLE EQUIPMENT TO FRANKLIN WATER MANAGEMENT. ALL OTHER EQUIPMENT AND MATERIAL SHALL BE DISPOSED OF PROPERLY AS PART OF THE APPROVED SITE PLAN.
4. 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 TRANSFORMER), GAS, SEWER, TELEPHONE, AND WATER LINES SHALL BE PLACED UNDERGROUND.



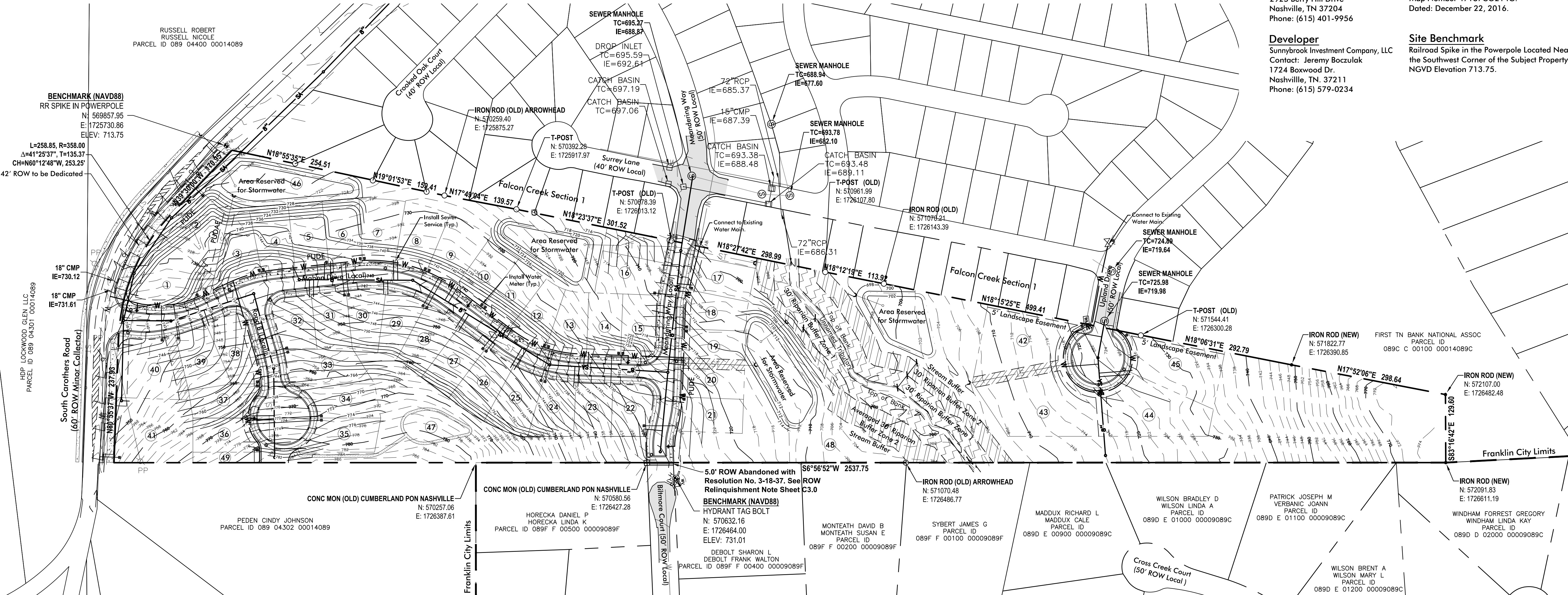
Scale 1" = 100'
Site Area = 22.07 Acres

Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-9956

Flood Note
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Dated: December 22, 2016.

Developer
Sunnybrook Investment Company, LLC
Contact: Jeremy Boczulak
1724 Boxwood Dr.
Nashville, TN. 37211
Phone: (615) 579-0234

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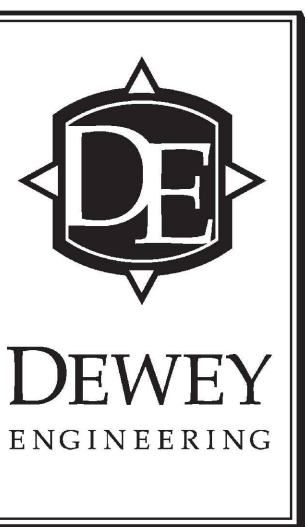
- Utility Plan Legend**
- — — — — PROP. STORM CULVERT
 - W — W — PROP. WATER MAIN
 - 8" — SA — PROP. 8" GRAVITY SEWER MAIN
 - 6" — W — EX. 6" WATER MAIN (S CAROTHERS RD)
 - W — W — EX. WATER MAIN (UPLAND DR. & MEANDERING WAY)
 - EX. UTILITY POLE
 - — — — — PROP. HEADWALL
 - PROP. DRAINAGE CATCH BASIN
 - — — — — PROP. 6" SEWER LATERAL SERVICE
 - ⊙ EX. SEWER MANHOLE
 - PROPOSED SEWER MANHOLE
 - — — — — PROP. 3/4" RESIDENTIAL WATER METER
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Revisions:
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Date: March 29, 2019

Carothers Chase
Development Plan
Being Parcel 30 & 30.01 on Tax Map 89
Franklin, Williamson County, Tennessee



Overall Utility
Plan

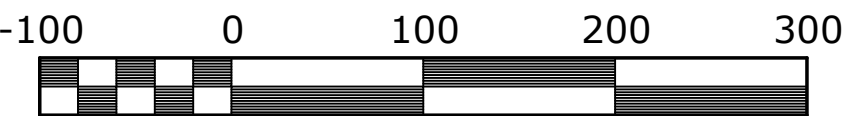
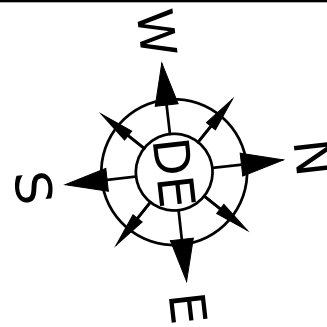
Job No. 17048

C5.0

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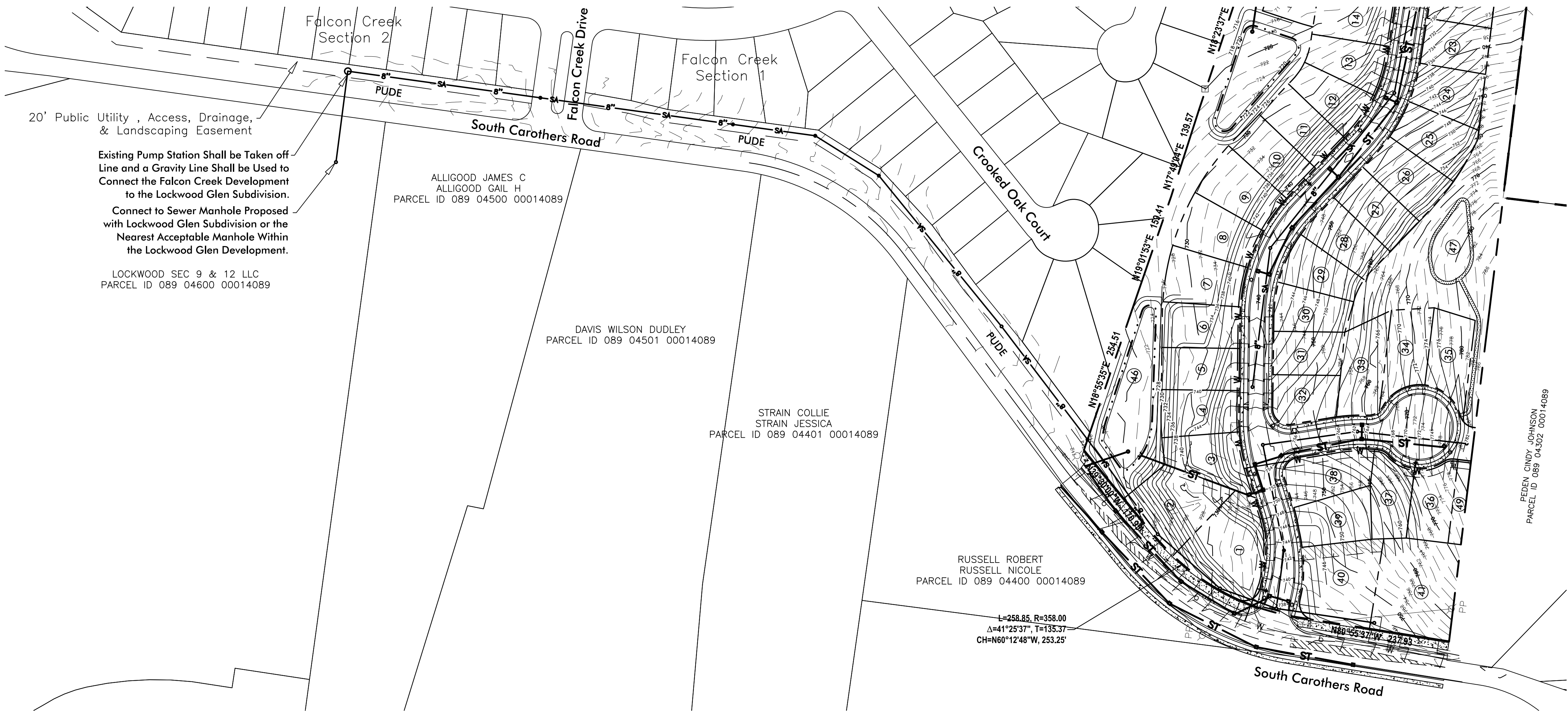
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Site Area = 22.07 Acres

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Contact: Jeremy Boczulak
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Phone: (615) 579-0234

Flood Note
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Dated: December 22, 2016.

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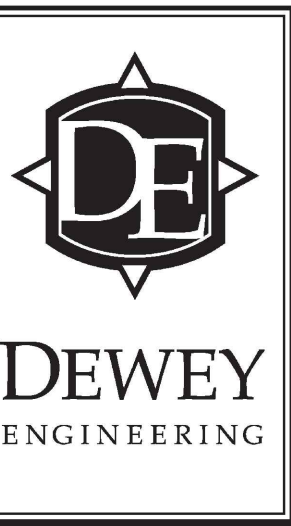


Revisions:
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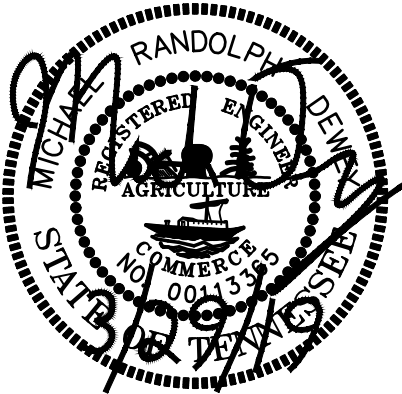


Offsite Sewer Plan

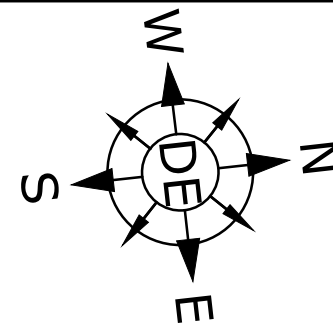
Job No. 17048

C5.1

8 of 10



There Shall be no Mowing, Clearing, Grading, Construction, Storage, or Disturbance of Vegetation in Riparian Buffers Except as Permitted by the City Engineer, or His Designee.



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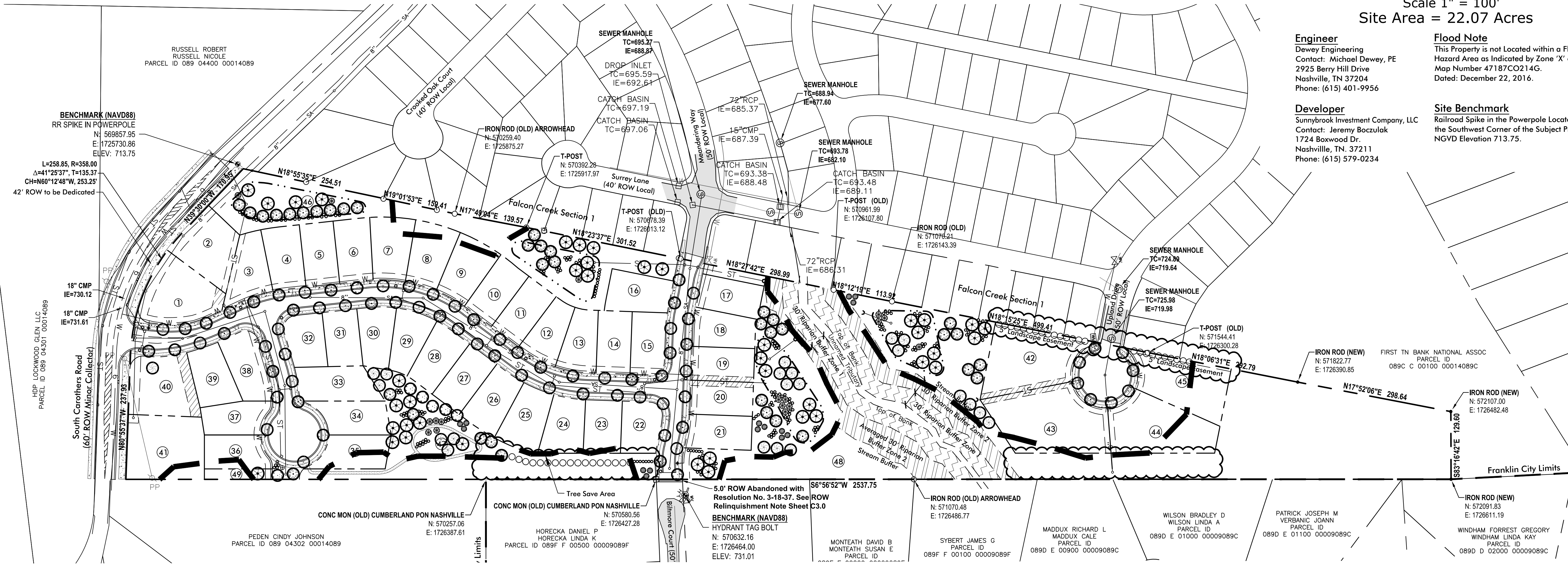
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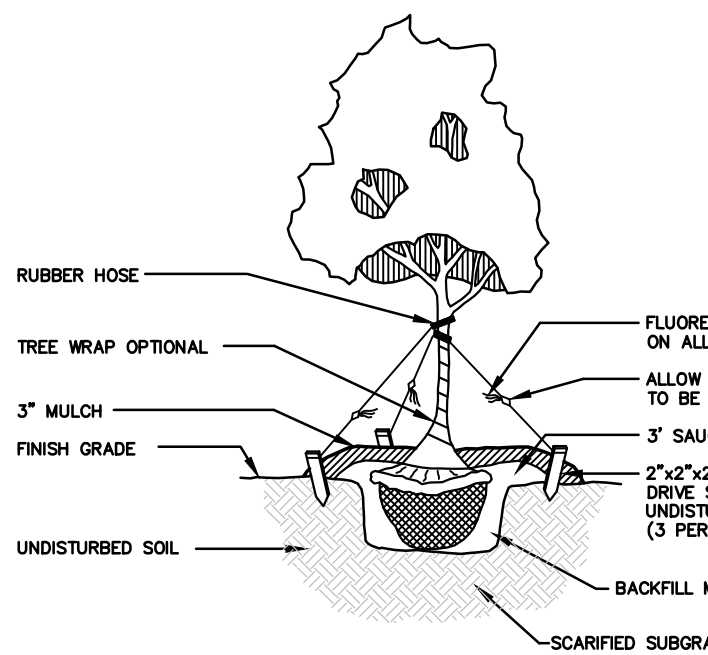
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Carothers Chase Development Plan

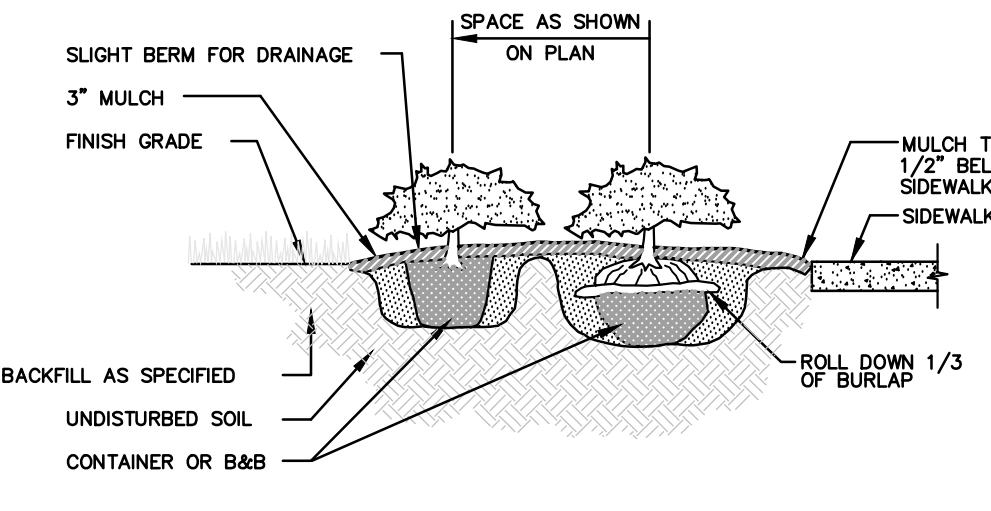
Being Parcel 30 & 30.01 on Tax Map 89 Franklin, Williamson County, Tennessee



OVERALL LANDSCAPE MATERIALS SCHEDULE					
KEY	AMOUNT	SCIENTIFIC NAME/ COMMON NAME	HEIGHT	SPREAD	TRUNK
CANOPY TREES					
	62	Acer rubrum/ Red Maple	6' Min.	2'-3'	2" Min.
	29	Acer saccharum/ Sugar maple	6' Min.	2'-3'	2" Min.
	46	Quercus acutissima/ Sawtooth Oak	6' Min.	2'-3'	2" Min.
	40	Quercus prinus/ Chestnut Oak	6' Min.	2'-3'	2" Min.
	15	Juniperus virginiana/ Eastern Redcedar	6' Min.	2'-3'	2" Min.
	42	Thuja occidentalis/ Eastern Arborvitae	6' Min.	2'-3'	2" Min.
UNDERSTORY TREES					
	18	Cornus florida x Cornus kousa Flowering Dogwood Hybrids	6' Min.	2'-3'	2" Min.
NATIVE SHRUBS					
	197	Hamamelis virginiana/ Oakeleaf Hydrangea	18" Min.	15"-18"	F.T.B.



DO NOT GUY OR STAKE TREES UNLESS ON UNSTABLE SLOPES
LARGE TREE PLANTING /
GUYING DETAIL



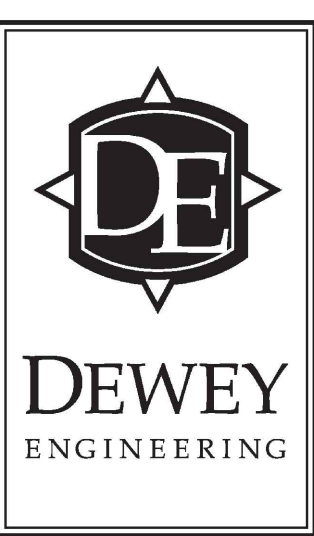
SHRUB / GROUNDCOVER
PLANTING DETAIL

LANDSCAPE NOTES

- Any plant material that dies, turns brown or defoliates shall be replaced within one year or by the next growing season, whichever comes first. Other defective landscape material shall be replaced within three months.
- All trees shall meet Franklin's minimum size and quality standards. All plants shall be healthy, vigorous material, free of pest and disease. All rootballs, containers and height to width ratios shall conform to the size standards set forth in the American Standards for Nursery Stock, current edition.
- All required trees and shrubs shall meet the minimum size and quantity as listed in the Plant Schedule.
- Plant material shall not obscure traffic or parking signs/signals or vehicular sight lines.
- Tree topping is not permitted.
- Additional screening may be required if the inspection for the release of the performance surety reveals that the required screening is not effective.
- All required tree protection fencing shall be installed and inspected by the Department of Building and Neighborhood Services prior to land disturbing activities.
- Any site or landscape changes (including but not limited to a change in design, a reduction in size or number of plant material, or the relocation of overhead or underground utilities) shall require a revised Landscape Plan to be submitted and approved prior to the landscape installation. The City of Franklin Administrative Manual Effective- June 26, 2017 61
- Existing trees accepted in partial compliance of the landscape requirements for this site shall be accessible and flagged prior to all landscape inspections.
- Any existing tree, shown as being preserved on approved plans that is removed, dies or is damaged during construction shall be replaced as required in the Zoning Ordinance.
- Screening proposed around any utility box or transformer is required to be evergreen and adequately screen the object. The proposed evergreen plant material shall be replaced if it is not of a height sufficient to screen the object.
- All plant material shall be from the Franklin Plant List unless prior approval is received from the City.
- All tree-protection fencing shall be in place prior to the issuance of a grading permit and shall be maintained in good working order until all construction activity is completed. Any required erosion control measures shall be placed outside of any tree protection fencing.
- Top soil used in all landscape areas shall be screened prior to deposition in planting areas and islands.
- Any plant material located adjacent to a parking area shall be planted so as to allow for a two and a half foot vehicular bumper overhang from the face of curb to the edge of the mature adjacent plant material.

Utility Plan Legend

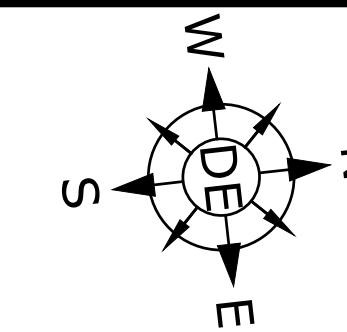
- PROP. STORM CULVERT
- PROP. WATER MAIN
-
-
- EX. WATER MAIN (UPLAND DR. & MEANDERING WAY)
- EX. UTILITY POLE
- PROP. HEADWALL
- PROP. DRAINAGE CATCH BASIN
-
- EX. SEWER MANHOLE
-
- PROP. FIRE HYDRANT & ASSEMBLY
- PROP. GATE VALVE & BOX



Overall Landscape Plan

Job No. 17048

L1.0



-100 0 100 200 300

Scale 1" = 100'
Site Area = 22.07 Acres

Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-9956

Flood Note
This Property is not Located within a Flood Hazard Area as Indicated by Zone 'X' on FEMA Map Number 47187CO214G.
Dated: December 22, 2016.

Developer
Sunnybrook Investment Company, LLC
Contact: Jeremy Boczulak
1724 Boxwood Dr.
Nashville, TN. 37211
Phone: (615) 579-0234

Site Benchmark
Railroad Spike in the Powerpole Located Near the Southwest Corner of the Subject Property.
NGVD Elevation 713.75.

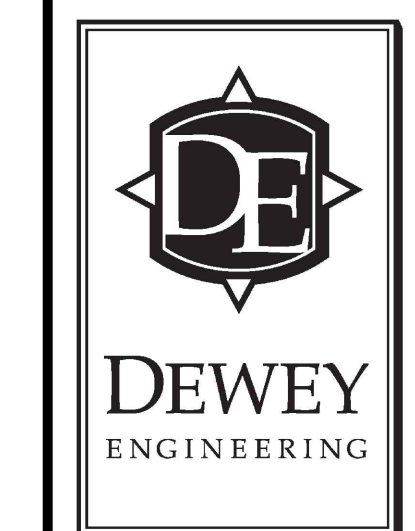
Revisions:
3/29/19-Removed Trail Behind Lots 22-25. Added Open Space Behind Lots 43 & 44.
Added Landscape Screening Along Lots 42 & 45

Drawing Notes:
COF Project #6773 (Development Plan)
COF Project #6772 (Rezoning Request)

Date: March 29, 2019

Carothers Chase Development Plan

Being Parcel 30 & 30.01 on Tax Map 89 Franklin, Williamson County, Tennessee

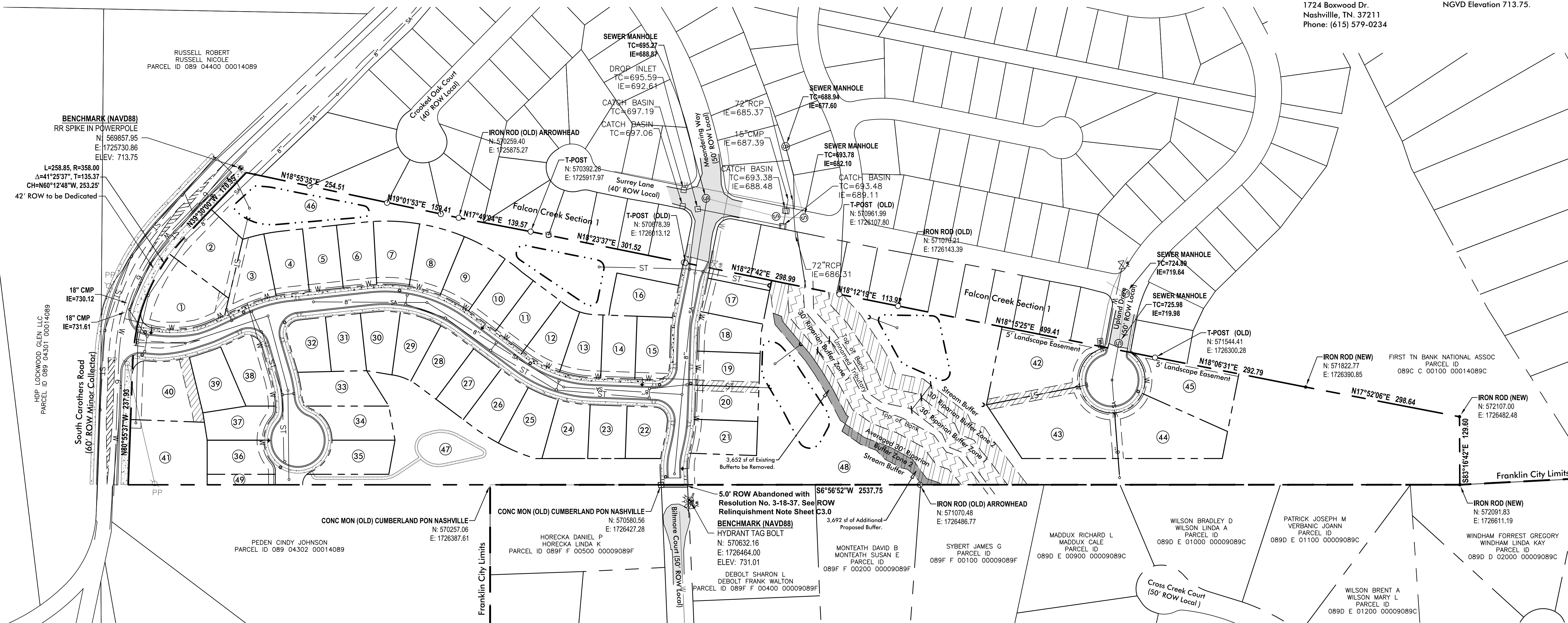


Buffer Averaging Plan

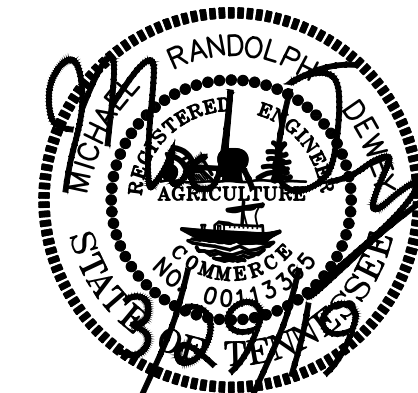
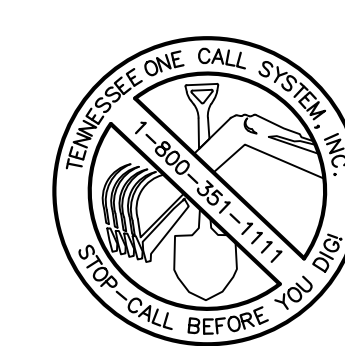
Job No. 17048

L1.1

10 of 10



Buffer Averaging Table	
Total Existing Buffer to be Removed: 3,652 sf	
Total Additional Proposed Buffer: 3,692 sf	



THE FIELDS AT REESE FARM PUD SUBDIVISION
 RESOLUTION 2018-96
 ORDINANCE 2018-56
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 12/20/2018



Project Information

Existing Zoning: Agricultural (AG)
 Proposed Zoning: Specific Development Residential (SD-R 3.00)
 Existing Land Use: Vacant
 Proposed Land Use: Residential
 Character Area: WHCO-2, WHCO-3
 Development Standard: Conventional
 Other Overlays: FFO, FWO
 Site Acreage: 43.97 acres
 Proposed Number of Dwelling Units: 132
 Proposed Building Height: 2 stories

- | | |
|--|---------------------------------------|
| The Fields at Reese Farm PUD | 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 2018. All rights reserved.

THE FIELDS AT REESE FARM PUD REZONING REQUEST

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

OWNER TRACTS:

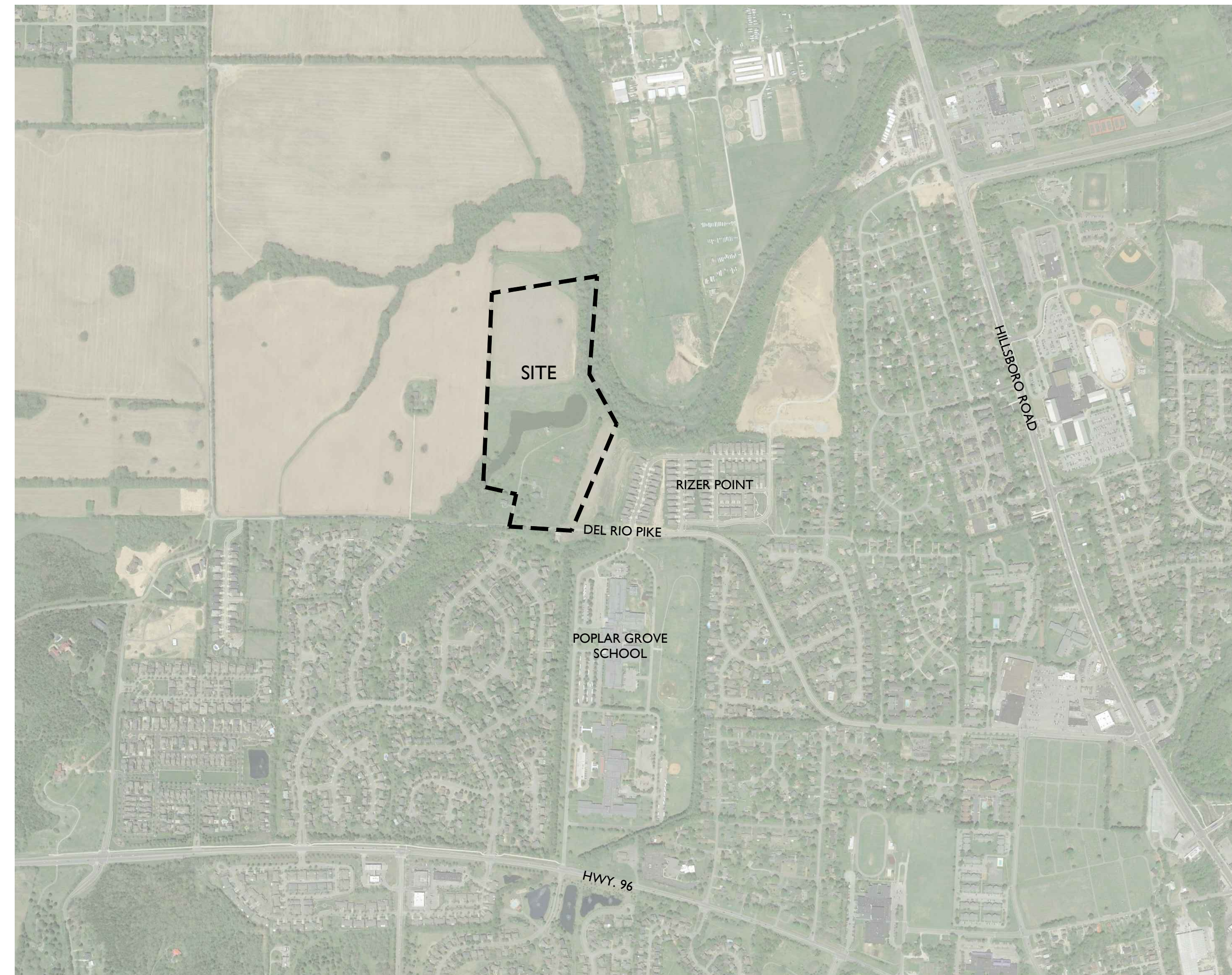
MAP 63, PARCEL 1.03
GORDON OWEN REESE

LANDSCAPE ARCHITECT:

GAMBLE DESIGN COLLABORATIVE
324 LIBERTY PIKE, SUITE 145
FRANKLIN, TN 37064
GREG GAMBLE
greg.gamble@gdc-tn.com
615.975.5765

ENGINEER:

KIMLEY-HORN
214 OCEANSIDE DRIVE
NASHVILLE, TN 37204
RYAN McMASTER
ryan.mcmaster@kimley-horn.com
615.564.2876



NTS

SHEET INDEX

C0.0	COVER AND VICINITY MAP
C1.0	OVERALL EXISTING CONDITIONS
C1.1	ENLARGED EXISTING CONDITIONS
C1.2	ENLARGED EXISTING CONDITIONS



Kimley»Horn

Issued: November 12, 2018
COF #6835



Revision Date

- 1.
- 2.



SLOPE LEGEND	
EXISTING SLOPES	SHADE
14-19.99%	
20%+	

STORMWATER NARRATIVE

STORMWATER RUNOFF FOR THIS SITE ENCOUNTERS FIELDS OF GENTLY SLOPING HILLSIDE. THE RUNOFF TRAVELS VIA SHEET FLOW TO ONE OF FOUR POSSIBLE OUTFALLS. OUTFALL 1 CAPTURES RUNOFF FROM THE NORTHERN PORTION OF THE SITE THAT FLOWS INTO THE EXISTING POND. OUTFALL 2 CAPTURES RUNOFF FROM THE SOUTHERN PORTION OF THE SITE THAT FLOWS INTO THE EXISTING POND. OUTFALL 3 IS THE HARPETH RIVER AND CAPTURES RUNOFF FROM THE SOUTHERN PORTION. OUTFALL 4 IS ALSO THE HARPETH RIVER, CAPTURING RUNOFF FROM THE NORTHERN PORTION OF THE SITE. ALL OUTFALLS WILL BE UTILIZED IN THE DEVELOPMENT OF THIS SITE.

LEGEND	
EXISTING IRON ROD	○
IRON ROD SET	⊙
FIRE HYDRANT	⊕
WATER VALVE	⊕
WATER METER	⊕
WATER LINE	— W — W —
SANITARY SEWER MANHOLE	⊕
SANITARY SEWER CLEANOUT	⊕
SANITARY SEWER LINE	— S — S —
OVERHEAD ELECTRIC LINE	— OHE — OHE —
UTILITY POLE	⊕
BENCHMARK	⊕
STOCK FENCE	— X — X —
FLOODWAY ZONING OVERLAY	— FWO —
FLOODWAY FRINGE ZONING OVERLAY	— FFO —
ZONE 1 (110' BUFFER)	—
ZONE 2 BUFFER	—

SITE DATA TABLE	
EXISTING ZONING:	AG - AGRICULTURAL DISTRICT
CHARACTER OVERLAY:	WHCO-2 AND WHCO-3
OTHER APPLICABLE OVERLAYS:	FLOOD FRINGE OVERLAY
DEVELOPMENT STANDARD:	CONVENTIONAL
TOTAL SITE AREA:	43.97 AC
PROPOSED ZONING:	SD-R (3.00)

- SURVEY NOTES**
1. THE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE TENNESSEE STATE PLAN COORDINATE SYSTEM, AND NAD 83 DATUM.
 2. BASE INFORMATION WAS TAKEN FROM AN ALTA SURVEY PREPARED BY WILSON & ASSOCIATES, P.C., DATED APRIL 11, 2018. THE INFORMATION PROVIDED SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. KIMLEY-HORN AND ASSOCIATES SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE BASE INFORMATION SHOWN.
 3. INFORMATION WAS ALSO TAKEN FROM THE CITY OF FRANKLIN GIS AND AERIAL PHOTOGRAPHS.
 4. THE CONSULTANT HAS FOUND NO EVIDENCE OF THE MINERAL RIGHTS OF THIS PROPERTY BEING TRANSFERRED TO ANY PARTY OTHER THAN THE OWNER.
 5. THIS PROJECT IS LOCATED IN ZONE "X" AND ZONE "AE" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47187C0184G AND MAP NO. 47187C0185G, WITH AN EFFECTIVE DATE OF DECEMBER 22, 2016, WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE PROGRAM. ZONE "X" IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. ZONE "AE" MEANS BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED. BASE FLOOD ELEVATIONS FOR THIS PROPERTY ARE 624 AND 625, RESPECTIVELY.

EXISTING TREE CANOPY NOTE

THE EXISTING TREE CANOPY AREA IS #4.2 AC, AND COVERS APPROXIMATELY 9.5 PERCENT OF THE SITE.

PLANNED ROADWAY NETWORK WITHIN 1500' OF SITE:			
COF PROJECT #	NAME	CLASSIFICATION	PRIORITY
10	MACK HATCHER PWY (SR-397)	MAJOR ARTERIAL	SHORT TERM
25	SR 96 WEST	MAJOR ARTERIAL	MID TERM
41	DEL RIO PIKE	MINOR COLLECTOR	MID TERM
66	NEW ROAD - CARLISLE LN TO DEL RIO PK	MINOR COLLECTOR	LONG TERM

OTHER THAN THE PLANNED ROADWAYS SHOWN ON THIS PLAN, THERE ARE NO OTHER MAJOR THOROUGHFARE PROJECTS WITHIN 1500' OF THE PROJECT BOUNDARY.

IMPACT STATEMENT

WATER
WATER IS PROVIDED BY CITY OF FRANKLIN VIA EXISTING WATER MAIN THAT RUNS IN DEL RIO PIKE. WATER AVAILABILITY REQUEST IS ONGOING WITH CITY OF FRANKLIN FOR APPROXIMATELY 132 SINGLE FAMILY UNIT EQUIVALENTS. 132 LOTS X 350 GPD = 46,200 GPD

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN VIA AN EXISTING SEWER LIFT STATION SOUTH OF DEL RIO PIKE TO SERVE THE DEVELOPMENT. ULTIMATELY, AS PROPERTY TO THE NORTH IS DEVELOPED, A PROPOSED REGIONAL PUMP STATION WILL BE CONSTRUCTED BY OTHERS AND THIS SITE WILL GRAVITY FLOW TO THE PUMP STATION.

RECLAIMED WATER LINE
RECLAIMED WATER INFRASTRUCTURE IS PRESENT ALONG DEL RIO PIKE AND WILL BE PROVIDED THROUGH THE FIELDS AT REESE FARM DEVELOPMENT.

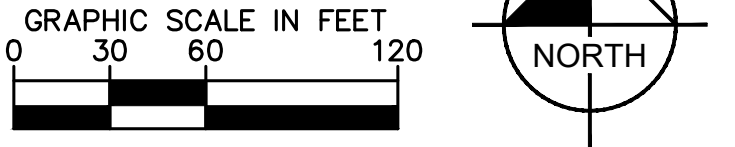
STREET NETWORK:
AS SHOWN ON THE MAJOR THOROUGHFARE PLAN, DEL RIO PIKE IS A MINOR COLLECTOR STREET.

POLICE AND FIRE DEPT:
FRANKLIN FIRE DEPT STATION #1 - 1.5 MILES DRIVING DISTANCE
NOTE - ALL TOWNHOMES AND HOMES NORTH OF THE POND WILL REQUIRE A RESIDENTIAL FIRE SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH NFPA 13D.
COLUMBIA AVE. POLICE STATION - 2.3 MILES DRIVING DISTANCE

RECREATIONAL FACILITIES:
DEL RIO PARK - 0.6 MILES WALKING/DRIVING DISTANCE
JIM WARREN PARK - 1.49 MILES WALKING/DRIVING DISTANCE

PROJECTED STUDENT POPULATION:
132 HOMES X 0.64 STUDENTS = 85 PROJECTED STUDENTS

REFUSE COLLECTION:
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.



Issued Dec. 6, 2018

Revision	Date
△	
△	
△	
△	

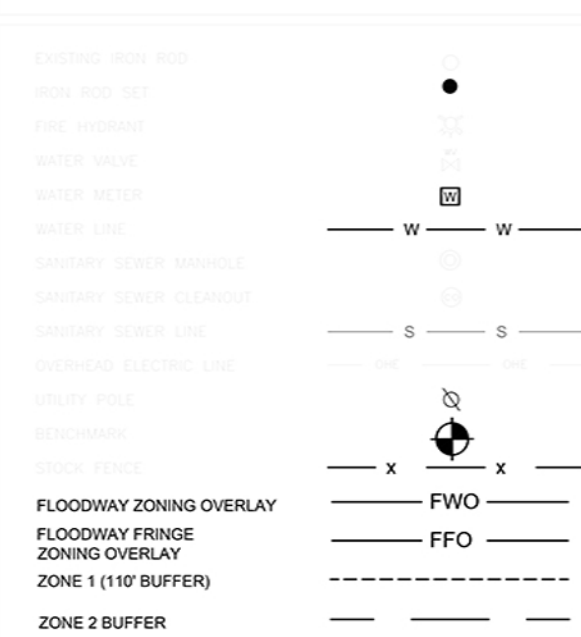
ENLARGED EXISTING
CONDITIONS (1 OF 2)



Table 5 – Trip Generation								
ITE Land Use	Density	Daily	AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit
Single-Family Detached Housing (LUC 210)	74 d.u.	788	57	14	43	76	48	28
Multifamily Housing (Low-Rise) (LUC 220)	67 d.u.	466	32	7	25	41	26	15
New Trips		1,254	89	21	68	117	74	43

d.u. = dwelling units

LEGEND



SITE DATA TABLE

EXISTING ZONING:	AG - AGRICULTURAL DISTRICT
CHARACTER OVERLAY:	WHCO-2 AND WHCO-3
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DEVELOPMENT STANDARD:	CONVENTIONAL
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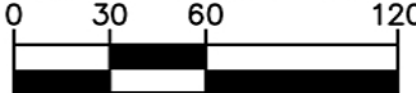
SLOPE LEGEND

EXISTING SLOPES	SHADE
14-19.99%	
20%+	

STORMWATER NARRATIVE

STORMWATER RUNOFF FOR THIS SITE ENCOUNTERS FIELDS OF GENTLY SLOPING HILLSIDE. THE RUNOFF TRAVELS VIA SHEET FLOW TO ONE OF FOUR POSSIBLE OUTFALLS. OUTFALL 1 CAPTURES RUNOFF FROM THE NORTHERN PORTION OF THE SITE THAT FLOWS INTO THE EXISTING POND. OUTFALL 2 CAPTURES RUNOFF FROM THE SOUTHERN PORTION OF THE SITE THAT FLOWS INTO THE EXISTING POND. OUTFALL 3 IS THE HARPETH RIVER AND CAPTURES RUNOFF FROM THE SOUTHERN PORTION. OUTFALL 4 IS ALSO THE HARPETH RIVER, CAPTURING RUNOFF FROM THE NORTHERN PORTION OF THE SITE. ALL OUTFALLS WILL BE UTILIZED IN THE DEVELOPMENT OF THIS SITE.

GRAPHIC SCALE IN FEET



City of Franklin
Mr. Eric Stuckey
Mr. Paul Holzen
Mr. Mark Hilty
Beverly Burger

January 4, 2019

Board of Mayor and Aldermen
109 Third Avenue South
Franklin, TN 37064

My name is William Gary McGuire and I reside at 111 Chester Stevens Court, Franklin, Tennessee. I am writing this letter on behalf of myself and my two next door neighbors to address concerns related to the current installation of city sewer. The neighbors are Robert Taylor (115 Chester Stevens Court) and Sandy Cavender (David Cavender- deceased) (107 Chester Stevens Court).

The three of us are paying the total costs of running the main city sewer line up to each property, and the additional cost to run the main source of sewer to each house. Recently we were told that we would also be required to pay a sewer tap fee in addition to the costs incurred to have the main source line installed and the connection to each house. The cost is becoming over burdensome for only three property owners.

We request that the City of Franklin please waive the sewer tap fee for the three of us Franklin residents on Chester Stevens Court. Our current project costs are outlined below:

- The main sewer line at approximately **\$75,000**.
- Costs to run the sewer from the source (main line) to each household. This additional cost is \$5,200 per household or a total cost of **\$15,600**.
- Restoration of three yards back to their natural state after the sewer is in place at a cost of \$1,500 per household or a total cost of **\$4,500**.

This is a **TOTAL COST of approximately \$95,100** being incurred by **ONLY three (3) families**. While these fees may be nominal to the City of Franklin, they are not to the three residents involved.

Recently, Dave Cavender, one of the three residents, passed away prior to Thanksgiving, which has created a heavy burden on his wife Sandy. As stated, the sewer involves only three Franklin residents who have to pay for the main sewer line, the connection to the house and restoration of the property back to its original state prior to the sewer being installed. We know BOMA has waved taps fees in the past on individual bases so we ask that you please consider waving the tap fees for the three of us due to the cost burden to only three property owners and due to the untimely death of our neighbor David Cavender.

Thank you for consideration.

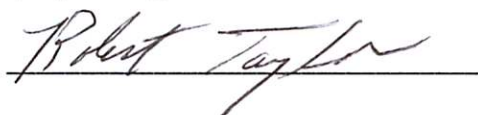
Please find our contact information below. We are available to answer any questions or be of assistance.

Sincerely,

William Gary McGuire
111 Chester Stevens Court
Franklin, TN 37067
615.504.2857
wgm McGuire@comcast.net



Robert Taylor
115 Chester Stevens Court
Franklin, TN 37067
615.218.5816
rptaylor819@att.net



Sandy Cavender on behalf of David Cavender (deceased)
107 Chester Stevens Court
Franklin, TN 37067
615.790.1421
scavender@comcast.net





HISTORIC
FRANKLIN
TENNESSEE

4/11/17

Josh Lyon
Klober Engineering Services
3556 Tom Austin Hwy, Suite 7
Springfield, TN 37172
jlyon@klobereng.com

Re: **SANITARY SEWER AVAILABILITY**
CHESTER STEVENS COURT SEWER EXTENSION
079---00400, 00500 & 00600 - 107, 111 & 115 CHESTER STEVENS CT
COF # 6402
Domestic Water Meter Size(s): 3 - 3/4"

Dear Mr. Lyon

We have received and reviewed your request for the above referenced property and project. Based on the information we received availability for up to **3 SFUE** (single family unit equivalents) will be available. Sanitary sewer service for this project is to be provided through the Watson Branch Basin **Interceptor**. The development is responsible for any extensions required for connection to the City's systems. All extensions shall be completed per the appropriate approved Sanitary Sewer Drainage Basin Plans. In addition it shall be the developer's responsibility to ensure that adequate water for both domestic use and fire protection will be provided. The developer must show, on the proposed plans, how water will be supplied and must demonstrate through a capacity analysis that the existing systems will provide adequate service for the proposed water demands and sanitary sewer loads.

This approval of availability is contingent upon the proposed development meeting the requirements as established October 13, 2015, for extensions of facilities inside the City's Boundaries, the payment of all required fees, and any required extension to the City's water and/or sanitary sewer systems to serve the site as per the City's established standards with associated required public water and/or sanitary sewer line easements. The October 13, 2015, conditions for availability are as follows:



4/11/17
Mr. Lyon
Page 2

1. The City has available capacity in its collection and/or distribution systems and the treatment facilities required to handle the additional expected sanitary sewage discharge and/or water demand for the proposed projects (s); and
2. The developer(s) or owner(s) shall pay all costs associated in providing the extensions and/or necessary upgrades of the water and/or sanitary sewer systems for the proposed project(s) and shall dedicate the improvements to the City of Franklin along with any necessary easements; and
3. Any availability granted for a project is subject to a one (1) year time limit for the submission of construction plans and a one and one half (1 ½) year time limit for the start of construction on the project; and
4. Annexation shall be required as a condition of approval for all properties outside the City Limits whether within the City's Urban Growth Boundary, or not, in order to be granted sanitary sewer availability. Annexation shall occur at such time the property becomes contiguous to the City's corporate limits or when not contiguous to the City's corporate limits, as determined by the Board of Mayor and Aldermen; and
5. The Board of Mayor and Aldermen determines that such extension(s) of water and/or sanitary sewer service is in the best interest of the water and sanitary sewer customers of the City and in the public interest generally.

For a determination of the fees (Access Fee, System Development Fee, etc.) required for the water and/or sanitary sewer services please review the City of Franklin Municipal Code Title 22 – Comprehensive Fees and Penalties.

Should you have any questions concerning this matter, please feel free to call.

Sincerely,

Paul P. Holzen, P.E.
Director of Engineering

cc: Eric Stuckey, City Administrator
Mark Hilty, Director of Water Management Department
Building & Neighborhood Services Department



Type of Availability Requested:

**Project Name &
Subdivision, Section, Lot #**

Map & Parcel(s) #

Property Address:

City Project # (If Applicable)

of Dwelling Units (If Residential)

Applicant's Name & Company

Applicant's Address

Applicant's Email & Phone #

Anticipated Water Meter Size(s) (see chart on pg. 3).

Water District:

Sewage Flow Calculations: *Use the City of Franklin projected flow examples sheet –pg.4*

3 Single Family residences @ 350 GPD/lot = 1,050 GPD

Anticipated sewage flows: Information Required for Sewer Service

1,050

If County is requiring this request
please indicate if you are requesting an
approval or denial:

☐ DENY my Request ☐ APPROVE my request

approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: EngineeringMBX@franklinton.gov

For additional information or questions please call: 615-791-3218

Date Submitted: 4/3/17



City of Franklin

Special Event Permit Application

*Application is Due 90 Days Prior to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.*

Note: Filing this application does not guarantee that you request will be granted.

Please list all that apply:

- Festival/Fair

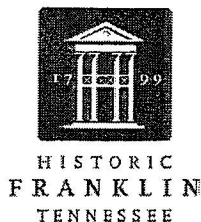
- Name/purpose of event:** The Great Americana BBQ Festival
- Location Requested:** (if Temporary Street Closure, list major roads to be closed):
Harlinsdale Farm Park
- Date or dates of event:** 08/23/2019, 08/24/2019
- Start/End Times of Event:** August 23, Flavor of Franklin. This will run from 5:00 p.m. to 10:00 p.m.
August 24, The Great Americana BBQ Festival. This will run from 10:00 a.m. to 8:00 p.m.
What date/time will set-up begin? 8/21/2019 7:00 AM
What date/time will tear-down be complete? 8/25/2019 7:00 PM
**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
- Time of Street Closure** (if applicable):
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 5,000 Event Staff/Volunteers: 100 Total: 5,100
- Name of applicant and Organization Requesting Permit:**
Scott Hubbard - The Franklin Noon Rotary Charitable Foundation, Inc.
a) Address: 707 Dorris Court
Franklin, TN 37069
b) Phone: 615-377-3319 **c) Cell:** 615-294-2977 **d) Fax:** 615-377-0644
e) E-mail address: scott@mhclosings.com
- DETAILED description of event** (use additional sheets):
Flavor of Franklin will include restaurants and local brewers and distillers on site that will have food and drink samples for attendees that purchase a ticket. Live music and vendors will be on hand.

The Great Americana BBQ Festival will be a Kansas City BBQ Society (KCBS) sanctioned competition. We expect between 70-100 teams to participate. Craft and food vendors will be selling to attendees and there will be live music will be played throughout the day.

9. **ENCLOSE A DETAILED MAP** of event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. ***For large-scale events, map should be obtained from the City's GIS division***
- Please detail any restricted parking areas on the event map.**
- Event Map:** [event map-2019 BBQ Festival.pdf](#)
10. **Person in charge on day of event:** Scott Hubbard
Cell: 615-294-2977 **E-mail address:** scott@mhclosings.com
11. **Name and Cell Number of at least two others available on day of event:**
Name: Jeff Nicholls **Cell:** 972-569-0900 **E-mail address:** home@jeffnicholls.com
Name: Patrick Baggett **Cell:** 615-955-0411 **E-mail address:** pbaggett@fullserviceins.com
12. **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.
- Administrative Contact List:** [BOARD OF DIRECTORS-2018-2019 Foundation.docx](#)
13. **Where is your organization based?** Williamson County
14. **Is your organization authorized to do business in Tennessee?** Yes
15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
 IRS tax exemption letter: [Foundation 501C3 Letter.pdf](#)
16. **Will you charge an admission fee?** Yes
Average admission fee: 5.00
17. **Will you charge a vendor participation fee?** Yes
Average vendor participation fee? 100.00
18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes
20. **Is this event a fundraiser?** Yes
What organization will be the benefactor of event? The Franklin Noon Rotary Charitable Foundation, Inc.
What percentage of funds will they receive? 100
21. **Will parking in the area of the event need to be restricted or prohibited?** Yes
22. **Will any sound amplification equipment be used during the event?** Yes
23. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.**
- ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- If you already have your insurance certificate, please upload it now. Otherwise your insurance certificate will need to be submitted before your event is approved.**

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.** A few select craft vendors and service company vendors will be at the event. Some food vendors will be there as well.
25. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
Clean Up Plan and Provider: [CLEAN UP PLAN -2019.docx](#)
26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
27. **Will you require a temporary water tap?** Yes
If yes, please list exact locations: 2 water taps needed at fire hydrant located near the north end of the stables and hydrant located at the east end of the horse barn next to the entrance road.
28. **Will alcohol, beer, and/or wine be given away or sold?** Yes
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: [Good Neighbor Letter.2019.docx](#)
Good Neighbor Letter Mailing List: [Good neighbor letter mailing list.xlsx](#)



Rules and Regulations

Please Read All Attachments Before Signing Application.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 4) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
- 5) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
- 6) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 7) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 8) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 9) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 10) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: A. G. [Signature] Authorized Agent Date: 1-8-19
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

Return application to:
City Administrator's Office
City Hall
109 Third Ave South
Franklin, TN 37065
615-791-3217
615-790-0469 (FAX)



Signature: _____

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

- Any electrical work utilizing site-constructed equipment or wiring
- Any electrical equipment or work utilizing in excess of 120 volts

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.

Event: The Great Americana
Name: BBQ Festival



FORM 1

Signature: _____

Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Scott Hubbard - The Franklin Noon Rotary Charitable Foundation, Inc.

Event Name: The Great Americana BBQ Festival

Event Date(s): 08/23/2019, 08/24/2019

1. **Time amplification equipment will be used:** From: 04:00:00 PM To: 09:00:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). *Provide map/layout if necessary:*
On August 23, music will begin at 5:00 p.m. and end at 10:00 p.m.
On August 24, music will begin at 10:00 a.m. and end at 8:00 p.m.

A music stage will be located at the North end of the stables.

Sound Amplification Map: [event map-2019 BBQ Festival.pdf](#)

3. **For what purpose will sound amplification be used?** *Please list all that apply:*
 - Announcements/Speeches
 - Band/Singers
4. **Type of Amplifier:**
 - Mobile
5.

Number of Amplifiers: 8	Number of Speakers: 8	Number of Performers: 10
--------------------------------	------------------------------	---------------------------------
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

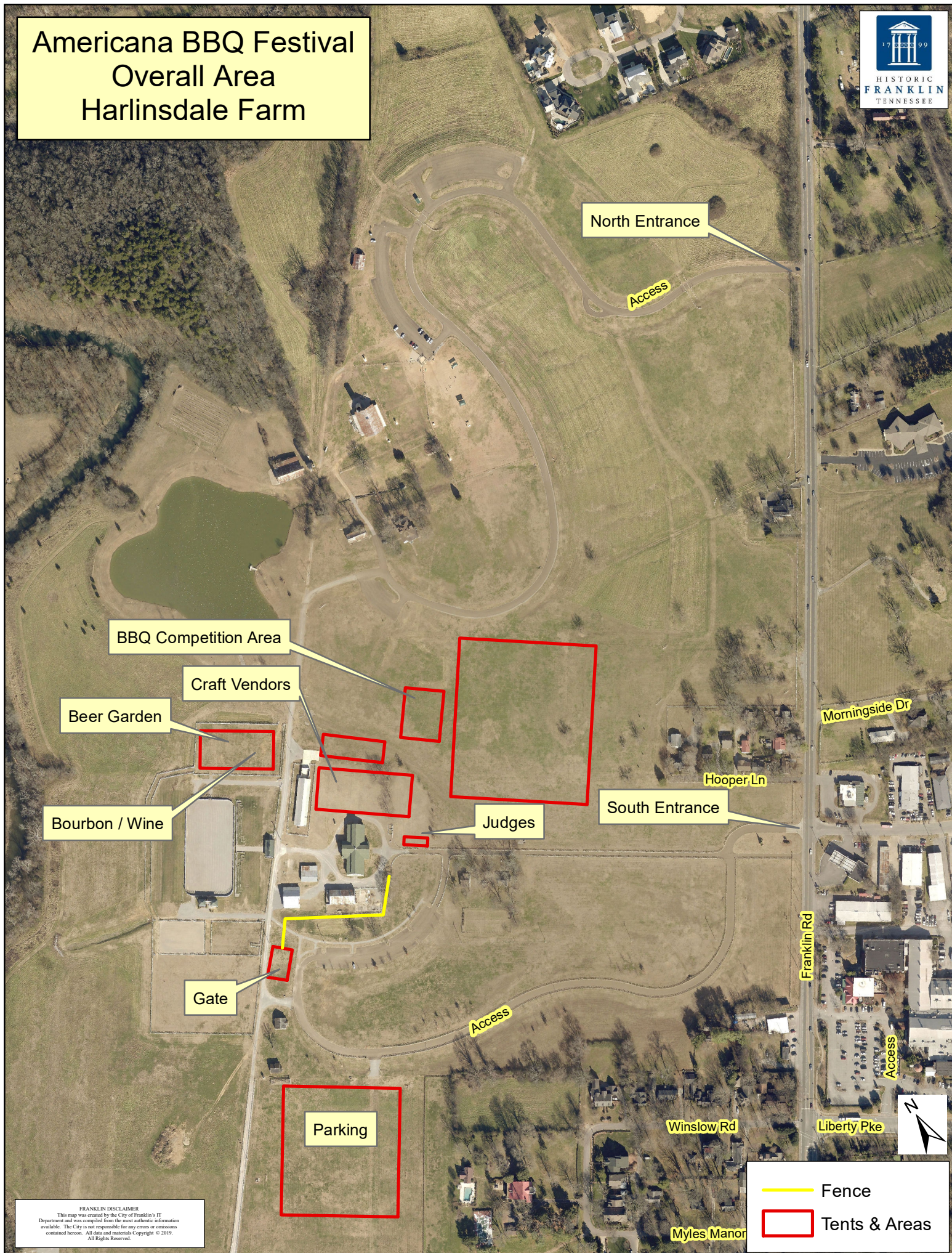
Name: Jeff Nicholls	Cell: 972-569-0900	E-Mail: home@jeffnicholls.com
Name: Ken Buettner	Cell: 615-630-0515	E-Mail: kenbuettner@comcast.net

Authorized Signature: Scott Hubbard

Date: 01/08/2019

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

Americana BBQ Festival Overall Area Harlinsdale Farm



-  Fence
-  Tents & Areas



FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2019. All Rights Reserved.

CLEAN UP PLAN FOR THE GREAT AMERICANA BBQ FESTIVAL
AUGUST 25, 2019

Cleanup of the park will be by members of the Franklin Noon Rotary Club. Cleanup will take place throughout the day of the event and final cleanup should be completed by 7:00 p.m. on August 25th.

Cleanup and waste removal to be coordinated with the City of Franklin solid waste department as was done for the 2016, 2017, and 2018 events. The number of dumpsters was adequate for the 2018 event but will need to be reallocated to other areas.

Dumpsters rented from the City of Franklin will be located in multiple areas of the park for use throughout the event. BBQ teams will have four dumpsters located in their area.

BBQ teams will have special containers dedicated for grease disposal.

Dumpsters will need to be delivered to the park by Friday morning August 23rd.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 14 2013**

FRANKLIN NOON ROTARY CHARITABLE
FOUNDATION INC
130 4TH AVE S
FRANKLIN, TN 37064-4626

Employer Identification Number:
46-2064920
DLN:
17053052381023
Contact Person:
EDWARD J POMERANTZ ID# 31326
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
February 13, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

-2-

FRANKLIN NOON ROTARY CHARITABLE

Sincerely,



Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

**2018 and 2019 BOARD OF DIRECTORS
THE FRANKLIN NOON ROTARY CHARITABLE FOUNDATION, INC.**

Zane Martin 615-852-0759; 1421 Adams St., Franklin, TN 37064
Patrick Baggett 615-955-0411; 422 Murfreesboro Rd., Franklin, TN 37064
Valerie Clarke 615-578-0074; 358 4th Ave. S., Franklin TN 37064
Mark Tumblin 615-405-8657; 425 Crofton Park Lane, Franklin, TN 37069
John Abbott 615-425-8479; 325 Gun Club Rd., Nashville, TN 37215
Chas Morton 615-519-3263; 716 Peave Springs Way, Franklin, TN 37064
Patti Parsons 615-794-4313; 234 4th Ave. N., Franklin, TN 37064
Patty Bearden 615-973-2481; 513 Dunwoody Ct., Franklin TN 37069
Derby Jones 615-804-0642; 806 Hunterboro Ct., Brentwood, TN 37027
John Ligon 615-351-8114; 305 Stewart St., Franklin, TN 37064
Jill Fitzgerald 615-517-5019; 3268 Clear Creek Rd., Pulaski, TN 38478
Doug Buttrey 571-266-9764; 529 Forrest Park Circle, Franklin, TN 37064
David Comer 615-473-5629; 1276 Lewisburg Pike, Franklin, TN 37064
Bill Fitzgerald 615-394-9292; 3268 Clear Creek Rd., Pulaski, TN 38478

August 1, 2019

Dear Neighbor:

I am writing to let you know of two events coming to your neighborhood this summer. The Franklin Noon Rotary Charitable Foundation, Inc., is producing and will be hosting the "Flavor of Franklin" on Friday, August 23, 2019, and "The Great Americana BBQ Festival" on Saturday August 24, 2019, at Harlinsdale Farm Park.

Flavor of Franklin will begin at 6:00 p.m. on Friday, August 23, and will end at 10:00 p.m. Several local restaurants, craft brewers and distillers will be on hand to offer food and drink samples for a paid ticket.

The Great Americana BBQ Festival has been sanctioned as an approved barbeque competition by the Kansas City Barbeque Society and as many as one hundred (100) professional and backyard teams will compete for the chance at winning a large cash purse and bragging rights. The festival will open at 10:00 a.m. and will end at 8:00 p.m. In addition to the BBQ competition, some of Tennessee's finest musical talent will be on hand to entertain festival-goers throughout the day. Other features of the event will include a separately judged whole hog BBQ competition, a bourbon tasting tent presented by the Tennessee Distillers Guild, a vendor market featuring local artisans, a kids' zone, as well as local food vendors.

We expect both events combined to draw more than 5,000 spectators into Harlinsdale Park. No streets will be closed for the event but there may be some traffic congestion on Franklin Road at various times on event days. Both events will feature live music but it will end by 10:00 p.m. on both nights. All temporary tower lights will be located in the interior of the park and arranged so that they will have minimal effect on the surrounding neighbors.

If you would like to contact someone in the City Administration's office regarding the event, you may contact the Public Outreach Specialist by e-mail at CityofFranklin@FranklinTN.gov, by phone at 615-550-6606, or by mail at 109 Third Avenue South, Franklin, TN 37064. If you need to contact the event organizer, would like to get involved, or become a sponsor, you may contact Jeff Nicholls at 972-569-0900, via email at home@jeffnicholls.com or Scott Hubbard at 615-294-2977, via email at scott@mhclosings.com or by mail to Franklin BBQ Society, P.O. Box 1557, Franklin, TN 37065-1557.

We look forward to sharing this exciting day with you.

Regards,

A. Scott Hubbard
Franklin Noon Rotary Charitable Foundation, Inc.
Event Organizer

Staff Conditions:

Staff recommends approval with the following conditions:

- Applicant will provide Good Neighbor Letter which will be distributed to area residents.
- ***Risk Management:***
 - Certificate of Insurance that includes all the activities, alcohol liability, equipment, vendors, booths and food trucks including the dates from set up to clean up to put on this event. Any hired providers must have insurance covering their activity, equipment and service, naming the City of Franklin as additional insured for the duration of the event from set up to clean up. The certificate of insurance will be due 30 days prior to the event (July 23, 2019). The certificate of insurance must include the dates of set up through equipment pickups and teardown.
- ***Building and Neighborhood Services:***
 - Special Event Electrical Permit may be required if generators are used.
- ***Police Department:***
 - Applicant will hire recommended number of extra-duty Franklin Police Officer to provide traffic control and security, including overnight.
 - Pursuant to Franklin Municipal Code Section 11-403(3), amplified sound will only be permitted in the areas indicated on the application.
- ***Sanitation and Environmental Services:***
 - Dumpsters will be provided by department at a cost of \$110 each
- ***Fire/EMS Department:***
 - Tent permit and inspection will be required for any tents larger than 200 square feet.
 - The applicant will contact the Fire Department to determine if on-site EMS services are needed.
- ***Revenue Management***
 - Applicant will contact Revenue Management to determine if Beer permit is needed.
- ***Parks Department:***
 - All coordinating regarding the event, including fees and pre-event site meetings, will be done with the Programming Division at the Parks Department.
 - Any major changes to the event after approval, must be reviewed by the Special Events Advisory Team and the Department

OFFICE USE ONLY:

Permit No:



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

*Application is Due 90 Days Prior to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.*

Note: Filing this application does not guarantee that your request will be granted.

Please check
all that apply:

☒ street closure

☐ parade

☒ other special event

☐ beer served (*separate permit required*)

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

1) Location requested (if Temporary Street Closure only, list major roads to be closed):

____ Aspen Grove Park

____ Liberty Park

____ Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

____ Jim Warren Park

____ Harlinsdale Farm

Other: Bicentennial Park

2) Name/purpose of event: Eat the Street (Food Truck Festival)

3) Date or dates of event: May 3, 2019

4) Time of Event: 5 - 10 p.m.

5) Time of Street Closure (if applicable): 2 - 10:30 p.m.

Set-Up Date/Time: 2-4 p.m.

Tear-down Date/Time: 10-10:30 p.m.

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

21st District Recovery Court

a) Address: 370 Natchez Street, Franklin, TN 37064

b) Phone: 615-595-7868

c) Cell: _____

d) Fax: _____

e) E-mail address: jmoseley@buergerlaw.com (for this event)

7) Person in charge on day of event: Jeff Moseley

Cell: 615-957-1069

E-mail address: jmoseley@buergerlaw.com



HISTORIC
FRANKLIN
TENNESSEE

8) Name and Cell Number of at least two others available on day of event:

Name: Kevin Riggs Cell: 615.440.7553 E-mail address: kevin@franklincommunitychurch.org

Name: Connie Martin Cell: 615.587.8463 E-mail address: connie.martin@21stdc.org

9) DETAILED description of event (use additional sheets):

Food Truck Festival

10) **ENCLOSE A DETAILED MAP** of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the City's GIS division.**

11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

35 Food Trucks - 4-5,000 estimated attendance

12) **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

13) Is your organization based in Williamson County? Circle Yes or No

(if no, please state where: _____)

14) Is your organization authorized to do business in Tennessee? Circle Yes or No

15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. \$250 per food truck

17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No.

18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? 21st District Recovery Court
100% after expenses

19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No.



HISTORIC
FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22. Yes
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Music and announcements
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
DJ and voice
- 23) During what time period is sound amplification requested? 5 - 10 p.m.
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). DJ
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured. ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) Please provide detailed list. Use additional sheets. Food trucks provided prior to event.
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. Kevin Riggs
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

- 29) ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
- 30) Will you require a temporary water tap? Circle Yes or No. If yes, please list exact locations:

- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



HISTORIC
FRANKLIN
TENNESSEE

**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY: *Jeff Moseley, President* Date: 5/21/18
(Signature and title – must be officer of organization)

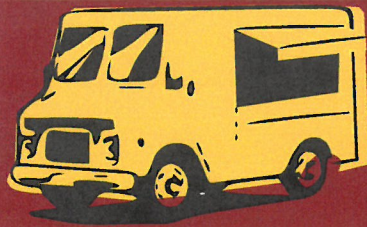
Approved by the Board of Mayor and Aldermen on _____, 20____.

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

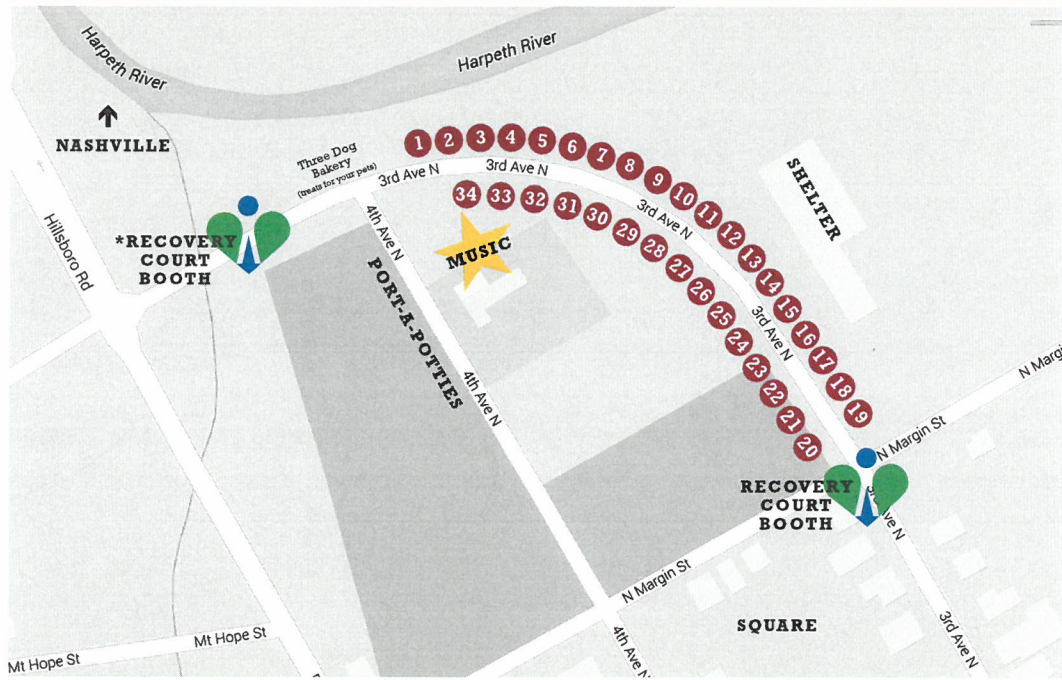
★
★ *Return application to:* ★
★ City Administrator's Office ★
★ City Hall ★
★ 109 Third Ave South ★
★ Franklin, TN 37065 ★
★ 615-791-3217 ★
★ 615-790-0469 (FAX) ★
★
★



EAT THE STREET 2018

BENEFITING THE 21ST DISTRICT RECOVERY COURT

FRIDAY, MAY 4 ♦ 5-10 P.M. ♦ BICENTENNIAL PARK



PARKING:

ON STREET
SOUTH OF MARGIN

MAIN STREET 2 BLOCKS
PARKING GARAGE ON 4TH

2ND AVENUE
PARKING GARAGE

- | | | |
|-----------------------------|---------------------------------|-------------------------------------|
| 1. 313 Coney | 13. MaggieMoo's Ice Cream | 25. The Love Bus |
| 2. Bruster's Real Ice Cream | 14. Music City Brisket | 26. Doxie's Pizza |
| 3. Florinda's Cocina | 15. FitzWilly's | 27. Mojo Cookie Dough |
| 4. The Grilled Cheeserie | 16. Retro Sno | 28. Dan's Gourmet Mac Attack |
| 5. Hoss' Loaded Burgers | 17. Banjo's | 29. Puckett's Trolley |
| 6. Frisson Soft Serve | 18. Banh Mi & Roll Factory | 30. Ellie's Old Fashioned Doughnuts |
| 7. Cousin's Maine Lobster | 19. Bradley's Curbside Creamery | 31. Bao Down |
| 8. Funk Seoul Brothers | 20. Jay's Chicago | 32. Bob's Fish Fry |
| 9. Yayo's O.M.G. | 21. Little Cancun On The Go | 33. Sunshine Oasis |
| 10. Blue Monkey Shaved Ice | 22. Itty Bitty Donuts | 34. CJ's Taco |
| 11. Califarmia | 23. Et Voila | |
| 12. Smokin' Buttz | 24. Muay Thai Tacos | |



*Sponsor meal ticket pick up location

@ETSFRAKLIN

f EATTHESTREETFEST

WWW.21STDC.ORG

11 #

21st District Recovery Court Board of Directors

Name	Title	Email	Phone #	Term Exp
Jeff Moseley	President	jimoseley@buergerlaw.com	(615) 794-8850	2019
David Veile	Vice-President	dveile@franklin.legal	(615) 550-2800 (o) (615) 424-1770 (c)	2020
Alma McLemore	Secretary	amclemore51@yahoo.com	(615) 794-6029	2018
Elaine Beeler	Treasurer	elaine.beeler@tncourts.gov	(615) 790-5428	2018
Judge Jim Martin	Judge	judge.jim.martin@tncourts.gov	(615) 425-4009	
Kevin Riggs	member	kevin@franklincommunitychurch.org	(615) 440-7553 (c)	2019
Carlin Hess	member	cchess@tndagc.org		2020
Connie Martin		connie.martin@21stdc.org	(615) 595-7868	
Rebekah Provost- Emmons	member	r.provost-emmons@schra.us		2020
Barb Izzo	member	barbizzo@ami-results.com		2019
Jim Moody	member	jimmy.moody3@moodystire.com	(615) 794-1504	2019
Anthony Pickett	member	pick959@comcast.net	(615) 491-3230 (c)	2019
Judge Don Harris	member	dph216@bellsouth.net	(615) 377-6637	2020



TENNESSEE DEPARTMENT OF REVENUE

SALES AND USE TAX CERTIFICATE OF EXEMPTION

21ST DRUG COURT, INC.
PO BOX 757
FRANKLIN TN 37065-0757

Effective Date: July 1, 2015
Exemption Number: 780251407
Expiration Date: June 30, 2019

PO BOX 757
FRANKLIN TN 37065-0757

The Tennessee Department of Revenue has issued a tax-exemption number for the educational, religious, historical, or charitable non-profit organization or institution named above. State law (Tenn. Code Ann. § 67-6-322) gives the Department the authority to allow this organization to make tax-exempt purchases of goods and services that it will use, consume or give away. This authorization for exemption does not extend to sales tax that the organization must collect or pay on its regular sales of goods or taxable services.

This authorization for exemption is limited to sales made directly to the above named organization. This certificate may not be used for sales made to individuals paying with personal checks or personal debit or credit cards, even if the individual is a representative or employee of the above named organization, and he or she will be reimbursed for the purchase. Sellers must refuse to accept the certificate when the sale is made to someone other than the above named organization.

The organization must furnish its suppliers of goods and services with a copy of this certificate. The lower portion of the certificate must be properly completed. The organization must retain the original certificate for copy purposes. The supplier will maintain a file copy as evidence of the exempt sale to the organization. Later purchases made before the expiration date do not require the submission of additional copies.

The organization must notify the Department immediately if it ceases to exist or if its location or mailing address changes.

Richard H. Roberts
Commissioner of Revenue

To Be Completed by the Organization

TO: Supplier's Name _____

Address _____

City _____ State _____ Zip _____

I, Conroe P. Martin, as an authorized representative of the organization named above, affirm that the purchases made under this authority will be used and consumed by the organization or will be given away.

Under penalty of perjury, I affirm this to be a true and correct statement.

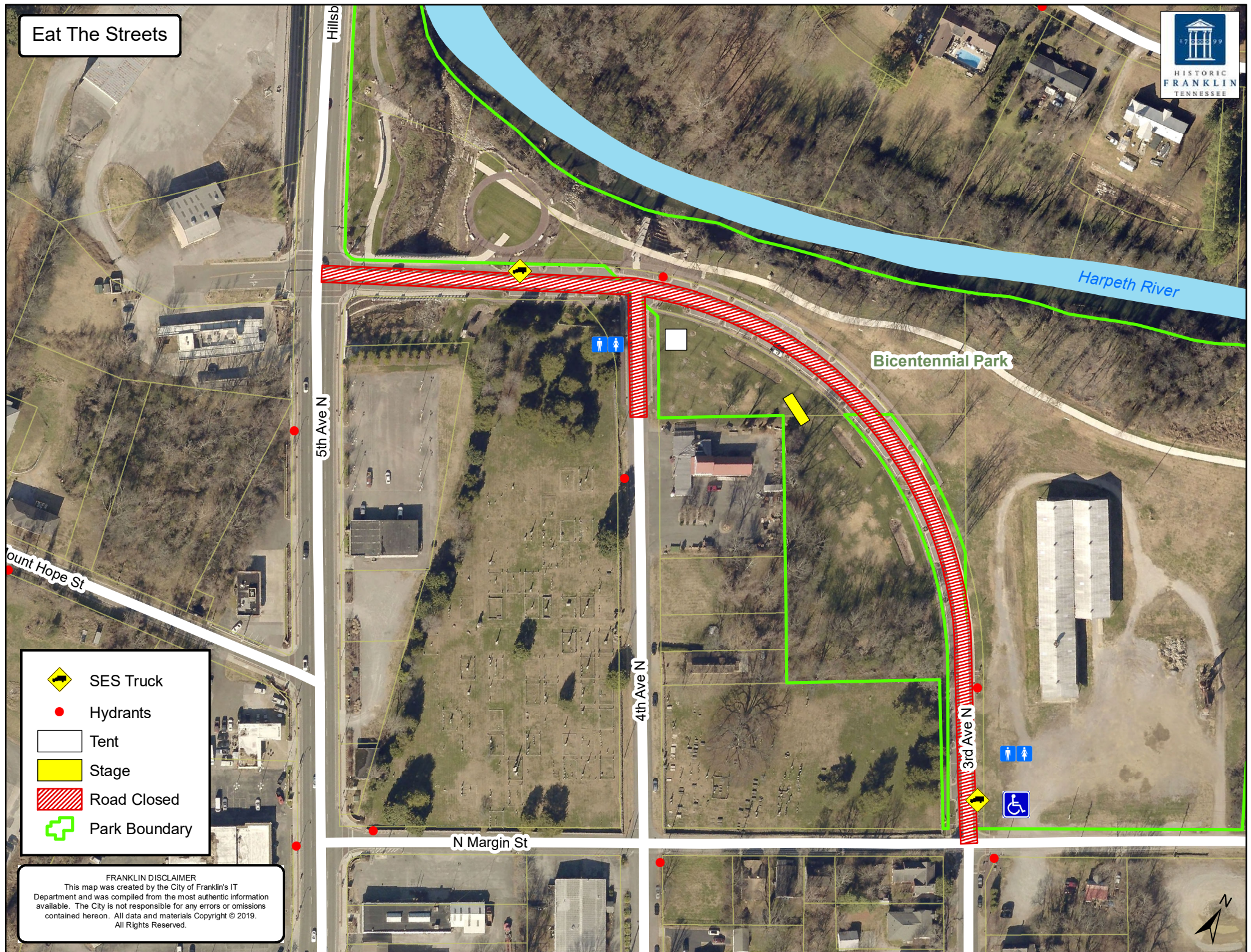
Print Name of Organization 21st Drug Court Inc.

Print Name of Purchaser Conroe Martin

Signature of Purchaser Conroe Martin

Date 7-1-15

Eat The Streets



- SES Truck
- Hydrants
- Tent
- Stage
- Road Closed
- Park Boundary

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2019. All Rights Reserved.

Staff Conditions:

Staff recommends approval with the following conditions:

- o Applicant will provide detailed map/layout to City detailing location of trucks, etc. prior to event.
- o Applicant will provide a \$1,000 damage deposit to City prior to event.
- o Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- o Portable lights are needed for the event
- o Applicant will work with Parks Department to determine which areas of Bicentennial Park are available for use during the event.
- o Applicant will work with Fire Marshal's Office to ensure all food trucks are inspected and abiding by City regulations.

Risk Management:

- o Applicant will provide certificate of insurance naming the City as additional insured.

Police Department:

- o Applicant will hire the recommended extra-duty Franklin Police Officers to provide security and traffic control.
- o Applicant will work with Police Department, along with Streets and Traffic Operations, to determine plan for street closures and parking.

Streets Department:

- o Department will block parking on the morning of May 3rd
- o Applicant or designee will stay present at event until all vendors are gone.
- o Department will provide clean-up crew for after the event.

Building & Neighborhood Services Department:

- o Electrical permit may be required.

Sanitation and Environmental Services Department:

- o The organizations will provide volunteers to do clean-up during the event.
- o Department will provide extra roll-outs and recycling bins/bags for the applicant to use.

OFFICE USE ONLY:

Permit No:



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CITY OF FRANKLIN EVENT PERMIT APPLICATION

Application is Due 90 Days Prior to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.

Note: Filing this application does not guarantee that your request will be granted.

Please check
all that apply:



street closure



parade



other special event



beer served (**separate permit required**)

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

1) Location requested (if Temporary Street Closure only, list major roads to be closed):

____ Aspen Grove Park

____ Liberty Park

____ Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

____ Jim Warren Park

____ Harlinsdale Farm

Other: Westhaven

2) Name/purpose of event:

Westhaven 5K Memory Run Fundraiser

3) Date or dates of event:

4/13/19

4) Time of Event:

6:30 AM - 10:30 AM

5) Time of Street Closure (if applicable):

7:00 AM - 10:00 AM

Set-Up Date/Time:

7:00 AM

Tear-down Date/Time:

9:00 AM

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

Mary Lee Bennett, Westhaven Foundation

a) Address:

188 Front Street, Box 116-25, Franklin, TN 37064

b) Phone:

615-778-1218

c) Cell:

615-804-9822

d) Fax:

e) E-mail address:

marylee.bennett@southernland.com

7) Person in charge on day of event:

Mary Lee Bennett

Cell:

615-804-9822

E-mail address:

marylee.bennett@southernland.com



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TENNESSEE

8) Name and Cell Number of at least two others available on day of event:

Name: Mandy Oakes Cell: 615-708-0276 E-mail address: mandyoakes404@gmail.com

Name: Amy Law Cell: 615-642-2948 E-mail address: amy.law@southernland.com

9) DETAILED description of event (use additional sheets):

5k road race through Westhaven community
1/2 and 1 mile Kids' Fun Runs on Townsend Blvd.

✓ 10) **ENCLOSE A DETAILED MAP** of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the City's GIS division.**

11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

Estimated participants - 1000 attendees - 1000

✓ 12) **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

13) Is your organization based in Williamson County? Circle Yes or No
(if no, please state where: _____)

14) Is your organization authorized to do business in Tennessee? Circle Yes or No

✓ 15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. \$30/person, varies by vendor

17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No.

18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? Alzheimer's Association
will receive proceeds over and above event costs

19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No.



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- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Recorded music
Race announcements
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
PA system
- 23) During what time period is sound amplification requested? 7:30 am - 10:00 am
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.).
recorded music
- TBD 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. TBD
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. Clean up provided by
volunteers, Boy Scout Troop, Mary Lee Bennett, 615 804 9828
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

- 29) ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
- 30) Will you require a temporary water tap? Circle Yes or No. If yes, please list exact locations:

- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



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TENNESSEE

PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY: Ken Moore Date: 1/11/19
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

★
★ **Return application to:** ★
★ City Administrator's Office ★
★ City Hall ★
★ 109 Third Ave South ★
★ Franklin, TN 37065 ★
★ 615-791-3217 ★
★ 615-790-0469 (FAX) ★
★
★



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TENNESSEE

FOR CITY USE ONLY				
Department		Date	Initials	Attach Any Comments
Administration				Comments: _____ Yes _____ No
Business Office				Comments: _____ Yes _____ No
Codes				Comments: _____ Yes _____ No
Engineering				Comments: _____ Yes _____ No
Finance				Comments: _____ Yes _____ No
Fire				Comments: _____ Yes _____ No
Information Technology				Comments: _____ Yes _____ No
Law				Comments: _____ Yes _____ No
Parks				Comments: _____ Yes _____ No
Planning				Comments: _____ Yes _____ No
Police				Comments: _____ Yes _____ No
Risk Manager				Comments: _____ Yes _____ No
Solid Waste				Comments: _____ Yes _____ No
Streets				Comments: _____ Yes _____ No
Water/Wastewater				Comments: _____ Yes _____ No

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 3 2008

THE WESTHAVEN FOUNDATION INC
401 CHELTENHAM AVE
FRANKLIN, TN 37064-8664

Employer Identification Number:
26-2449732
DLN:
17053198332008
Contact Person:
YVONNE LIGGETT ID# 31296
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
October 19, 2007
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter:

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)



TENNESSEE DEPARTMENT OF REVENUE

Certificate of Exemption

THE WESTHAVEN FOUNDATION, INC.
401 CHELTENHAM AVE
FRANKLIN TN 37064-8664

March 16, 2010

Account Type: S&U EXEMPT

Account No.: 780286648

Under the provisions of T.C.A. Section 67-6-322, the organization named above is granted authority from the Tennessee Department of Revenue to make purchases, without payment of the Sales or Use Tax, of tangible personal property or taxable services to be used or consumed by the organization itself or to be given away.

The organization must furnish the suppliers of goods and services with a COPY of this exemption certificate. The lower portion of the certificate must be properly completed. The organization MUST retain the original certificate for copy purposes. The supplier will maintain a file copy as evidence of exemption. Later purchases do not require the submission of additional copies. Invoices must contain the name of the organization and the number given above.

This authority does not extend to purchases made by representatives of the organization when the items purchased or services rendered are paid for with personal funds. It does not extend to items purchased to be resold.

THE ORGANIZATION MUST NOTIFY THE DEPARTMENT IMMEDIATELY IF IT CEASES TO EXIST, MOVES, OR IN ANY WAY CHANGES THE ORGANIZATION FROM ITS PRESENT FORM.

EFFECTIVE DATE February 22, 2010

Reagan Farr
COMMISSIONER OF REVENUE

TO BE COMPLETED BY THE ORGANIZATION (please print)

TO: SUPPLIER'S NAME_____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

I _____ as an authorized representative of the organization named above affirm that the purchases made under this authority will be used and consumed by the organization or will be given away. I further affirm that the organization will not use this authority to purchase items for resale.

Under penalty of perjury, I affirm this to be a true and correct statement.

PRINT NAME OF ORGANIZATION : _____

PRINT NAME OF PURCHASER: _____

SIGNATURE OF PURCHASER: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) WESTHAVEN FOUNDATION, INC.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☒ Other (see instructions) ▶ IRS 501(c)3 NONPROFIT CORPORATION - TN ID#CO13961	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 188 FRONT STREET 166-25 City, state, and ZIP code FRANKLIN, TN 37064 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
Employer identification number								
2	6	-	2	4	4	9	7	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
--------------	-------------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

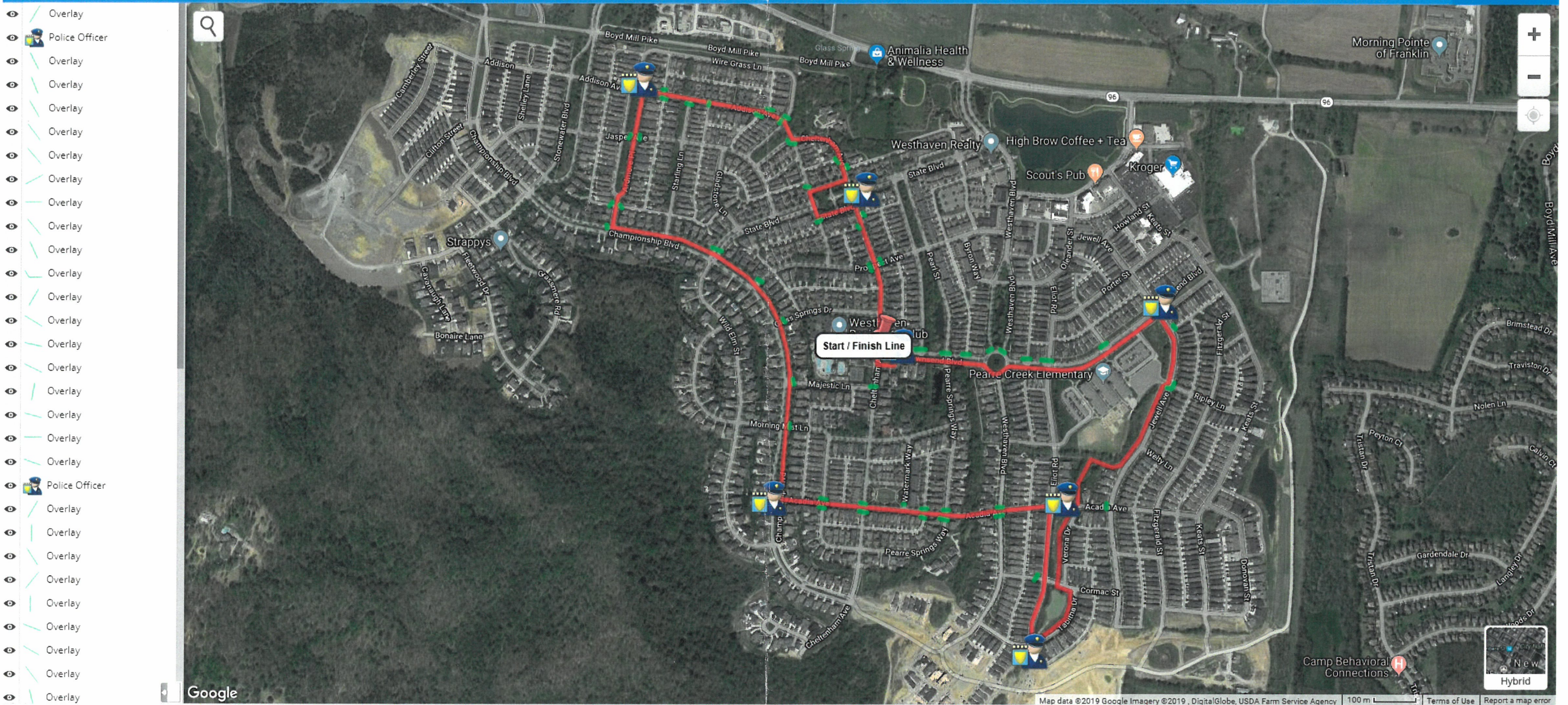
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

WESTHAVEN MEMORY RUN 5K

CREATE MAP



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TENNESSEE



Staff Conditions:

Staff recommends approval of the event application with the following recommendations:

- Applicant has provided a \$1,000 refundable damage deposit.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- ***Risk Management:***
 - Applicant will provide certificate of insurance with liquor liability naming the City as additional insured.
- ***Police Department:***
 - Applicant will hire the recommended number of extra-duty Franklin Police Officers to open/close streets and to provide security and traffic control.
- ***Sanitation and Environmental Services Department:***
 - Applicant will utilize volunteers to provide trash/garbage pick-up.
 - Department will provide 15-20 rollout containers and recycle bins, if needed. The containers will be delivered the day before the event.
- ***Fire/EMS***
 - Applicant will work with the Department on EMS services and inspections.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2019-0039**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **R. RHETT TURNER, MAI**, 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:

FRANKLIN ROAD IMPROVEMENTS – STREETSCAPES

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services and /or construction engineering and inspection services, and/or survey services/ and or appraisal services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of **(TWENTY-THREE THOUSAND SIX HUNDRED AND 00/100 Dollars) (\$23,600.00).**

The City Administrator Approved this Agreement on the 5TH day of FEBRUARY 2019 under the Authority Granted by the Franklin 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.

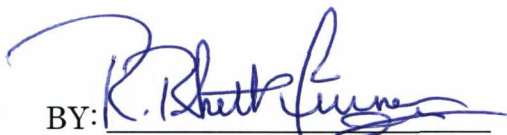
ARTICLE 12. DISPUTE RESOLUTION, BREACH.

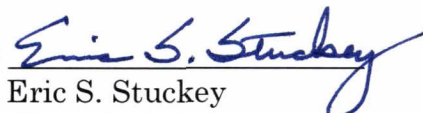
- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently 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.

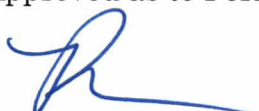
The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon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

(Signatures on Page 12)

BY: 
Consultant's Signature
TITLE: APPRAISER
Date: 1-31-2019

BY: 
Eric S. Stuckey
City Administrator
Date: 2-5-19

Approved as to Form:


Tiffani M. Pope, Staff Attorney

R. Rhett Turner, MAI, SR/WA

P.O. Box 2191 Mt. Juliet, TN 37121 | 615-812-7698 | RRT2244@gmail.com

January 29, 2019

Mr. Ben Worley, Right of Way Agent
Engineering Department City of Franklin
109 Third Avenue South, Suite 142
Franklin, TN 37064

Dear Mr. Worley:

Per your request, I am pleased to present this proposal as we discussed. This proposal addresses the appraisal services and appraisal review services with Form 2s project known as Franklin Road Streetscape project.

In order to begin this work, please send me the following documentation:

- Right of Way Plans, easement exhibits, legal descriptions and one appraisal report to be reviewed.

Once I receive the above documentation, I will be able to proceed. Upon completion of this assignment, I will deliver the following to you:

- The five appraisal reports, one appraisal review report and Form 2 will be delivered in an electronic pdf format via email. If you need original hard copies, please let me know.

Fees for the services & anticipated delivery dates are as follows:

- Tracts 18-21, Formal Part Affected Appraisal Report for Commercial Properties \$4,500.00 per tract (4 tracts)
- Tract 15, Formal Part Affected Appraisal Report for Residential Property \$3,500.00 per tract (1 tract)
- Tract 32, Appraisal Review Report and Form 2, Special Use Property \$2,100.00 per tract (1 tract)
- The total fee is $\$4,500 \times 4 = \$18,000 + \$3,500 + \$2,100 =$ \$23,600.00
- The hourly rate for the administrative requirements is \$250.00/hour.
- Expected completion and delivery is 45-90 days from the date of receipt of the required documentation.
- Payment for services will be invoiced on delivery and payment is due upon receipt. Prompt payment is appreciated.

If you have any questions, please feel free to contact me prior to or at any time during this assignment.

Sincerely,



R. Rhett Turner, MAI, SR/WA



Certified Public Accountants
& Consultants

January 29, 2019

Mrs. Michelle Hatcher, P. E.
Director, Water Management Dept.
City of Franklin Utilities
P.O. Box 305
Franklin, TN 37065

Re: Proposal to Evaluate Tap Fees and Sewer Basin Capacity Fee Initiative Consulting

Dear Michelle:

Thank you for this opportunity to provide professional services to the City of Franklin Utilities Department. As I understand, you would like for us to assist the Utilities Department in determining the fairness of the existing tap fees charged by the Utility. We have performed similar services for many other of our utility clients and would very much appreciate assisting you with this service.

The procedures that will be employed by us for this project will be based on the M-1 Manual ("Principles of Water Rates, Fees and Charges") as prescribed by the American Water Works Association. We will follow these industry prescribed analyses so as to support the recommended fees that we believe should be charged by the Utilities Department for the City of Franklin. Doing so will allow the Utilities Department and us to defend those charges should any challenges occur.

We feel that we can complete this service for the Franklin Utilities Department for a cost not to exceed \$17,000. I am hopeful that by using some of the previous information that we have obtained by working with you on cost of service/rate studies that we might be capable of completing this work for less than that stated amount. Since we believe that the Board will want to review these results, we are allowing for two (2) meetings with management and the Board to review and discuss the results of the study and therefore, are allowing flexibility for such time necessary for presenting. Should additional presentations or meetings be required, we reserve the right to estimate how much time and effort will be required and will offer such as a change order to meet the needs and desires of your management team and the Board.

In addition to the above, it is our understanding that the Utilities Department would like us to consult on a sewer basin capacity fee initiative discussion. We anticipate, based on discussions with management and our hourly fees, that this service can be completed for a cost not to exceed \$4,500. Should additional consulting or meetings be required, we reserve the right to estimate how much time and effort will be required and will offer such as a change order to meet the needs and desires of your management team and the Board.

Total fees for the engagement as outlined above shall not exceed \$21,500.

Jackson Thornton Certified Public Accountants & Consultants

200 Commerce Street, Montgomery, Alabama 36104-2591 P.O. Box 96, Montgomery, Alabama 36101-0096
334 834 7660 jacksonthornton.com A PROFESSIONAL CORPORATION

Professional rules concerning auditor independence require that we confirm your overall responsibility for evaluating our nonaudit services, and a failure to confirm your management responsibility could affect our independence. Before we agree to provide a nonaudit service to Franklin Utilities Department, we must determine whether providing such a service would create a significant threat to our independence for audit purposes, either by itself or in aggregate with other nonaudit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the nonaudit service to be performed. You have designated Michelle Hatcher, Water Management Department Director, a senior member of management, to oversee our services, and you have indicated that they possess suitable skill, knowledge, and experience to understand the services to be performed sufficiently to oversee them. You have also agreed that they will assume all management responsibilities for subject matter and scope of the services under this arrangement letter. You have agreed to evaluate the adequacy and results of our services performed and you accept responsibility for the results and ultimate use of the services.

Auditing standards further require that we establish an understanding with the management (and those charged with governance) of Franklin Utilities Department of the objectives of the nonaudit service, the services to be performed, the entity's acceptance of its responsibilities, our responsibilities, and any limitations of the nonaudit service. We believe this letter documents that understanding.

Please call me if you have any questions related to the above proposal or if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Marshall", written over a horizontal line.

Jim Marshall
Principal
Jackson Thornton Utilities Consultants

A handwritten signature in black ink, appearing to read "Sarah V. Chandler", written over a horizontal line.

Sarah V. Chandler
Senior Manager
Jackson Thornton Utilities Consultants

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our services.

Signature

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2019-0044**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **BOOZER AND COMPANY, PC** 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:

FRANKLIN ROAD IMPROVEMENTS – STREETSCAPES PROJECT

1. **SCOPE OF SERVICES.** Consultant shall provide appraisal services for the Project in accordance with the Scope of Services (Services) as found in **Attachment A** which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of **Attachment A** an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in **Attachment A** in the Amount of **(NINE THOUSAND FIVE HUNDRED and 00/100 Dollars) (\$9,500.00).**

The City Administrator Approved this Agreement on the 5TH day of FEBRUARY 2019 under the Authority Granted by the Franklin 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.

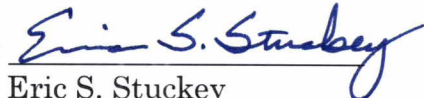
The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon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

(Signatures on page 12)

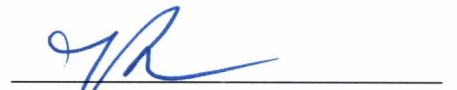
BY:


Consultant's Signature
TITLE: OWNER/PRINCIPAL
Date: 1/31/19

BY:


Eric S. Stuckey
City Administrator
Date: 2-5-19

Approved as to Form:


Tiffani M. Pope, Staff Attorney

**BOOZER &
COMPANY, P.C.**

Professional Real Estate Appraisers & Consultants

January 30, 2019

Mr. Ben Worley
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

RE: Proposal for Real Estate Appraisals:
Franklin Road Streetscape
Tracts 32 & 33
Franklin, Williamson County, Tennessee

Dear Mr. Worley,

Per your request, I respectfully submit this formal proposal for **Ted Boozer, MAI of Boozer & Company, P.C.** to conduct appraisals on the above-referenced project.

The purpose of the appraisals will be to estimate the amount due the property owner as a result of the acquisition for the Franklin Road Streetscape project. The intended use of the appraisals is to assist the City of Franklin in right-of-way acquisition for this project. The intended users of these reports are the City of Franklin, TDOT, and/or assigns. **Boozer & Company, P.C.** will not be responsible for unauthorized use of the report.

The appraisals will be completed in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Act, and TDOT Guidelines for Appraisers. The fee for the appraisals will be as follows:

Tract 32:	\$5,000.00
Tract 33:	\$4,500.00
Total Fee:	\$9,500.00

The appraisals will be completed within 90 days of receiving authorization to proceed. Invoices will be due and payable in full within 30 days of invoice. Any subsequent revisions or updates to the appraisals, or testimony/conferences regarding condemnation of the tracts, shall be billed at a rate of **\$250.00 per hour**.

Thank you for allowing **Boozer & Company, P.C.** the opportunity to submit this proposal. I will proceed with the preparation of the appraisals upon receipt of a signed copy of this letter or a formal contract that includes the terms of this letter. If you have any questions, please feel free to contact me at 615-591-4422 ext. 203. I look forward to working with you on this assignment.



Ted A. Boozer, MAI, CG-973
State Certified General Real Estate Appraiser

Engagement Letter Accepted

Date

**ANNEXATION AGREEMENT
COF CONTRACT No. 2019-0048**

This Agreement is between THE CITY OF FRANKLIN, TENNESSEE ("City") and Robert Jeffrey Fulmer and Sonja Ann Fulmer ("Owners"), and is entered into on this the 26th day of MARCH, 2019.

WHEREAS, the Owners have submitted an availability request for sanitary sewer service to the City; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) have adopted Conditions and Requirements to Obtain Sanitary Sewer Availability on January 22, 2019 (RES 2019-06); and

WHEREAS, the Conditions and Requirements to Obtain Sanitary Sewer Availability require annexation at such time the property becomes contiguous to the City's corporate limits or as determined by the BOMA.

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

1. Owners represent that they are the sole Owners of Tax Map 052 Parcel 039.00 recorded in Deed Book 6793 Page 643 located in Williamson County, TN.
2. In Exchange for the City's agreement to allow Owners to connect their property to one or more of the City's Utility Systems, the Owners, on behalf of themselves, their heirs and assigns, do hereby convey unto the City the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible.
3. City shall allow Owners to connect utilities serving Owners property to the City's systems. Owners shall make this connection at their expense, obtain all necessary permits for the connection and pay all fees required to connect to the City's systems.
4. All utilities serving Owners' property shall be located within standard easements dedicated to the City and construed in compliance with all applicable City, State and Federal regulations and standards.
5. To the extent allowed by law, City may annex Owners' property into the City, without further action of the Owners, after Owners' property becomes contiguous to the corporate limits of the City.
6. Owners irrevocably appoint the City Administrator of Franklin, Tennessee, as their attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of Owners' property to the City. The City Administrator may exercise this power of attorney at any time after Owners' property becomes contiguous to the corporate limits of the City. Owners on their behalf, and on behalf of their heirs successors and assigns do hereby waive any notice of the filing of the petition, do hereby consent to the granting of the petition, and do hereby waive any objections, statutory or otherwise, to the annexation of the property into the City. Owners do hereby authorize the City to take whatever action necessary to complete the annexation of this property.

7. If requested by the City Administrator, Owners shall, within such time as specified by the City Administrator, submit a verified petition requesting annexation of Owners' property to the **Director of Planning and Sustainability** for presentation to the BOMA. The City Administrator may request Owners to present an annexation petition at any time after Owners' property becomes contiguous to the corporate limits of the City.
8. Owners further agree that they shall not consent to voluntary annexation by any other municipality without the consent of the City.
9. Owners shall give a copy of this agreement to each and every person who buys all or a portion of Owners' property. The City shall have this agreement recorded against the property at the Williamson County Register of Deeds office.
10. If Owners fail to comply with any of the provisions of this agreement, or repudiate the terms of this agreement, City may terminate utility service to Owners' property and disconnect the utility lines serving Owners' property from the City's systems. City shall give Owners six (6) months prior written notice of its intent to terminate service.
11. The City reserves the right to terminate this Agreement upon written notice to the Owners. Said termination shall not be deemed a "breach of contract" by the City.
12. The City shall have no liability except as specifically provided in this Agreement.
13. This Agreement may be modified only by a written amendment executed by the parties hereto.
14. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their representatives, successors and assigns and that there are no understandings or agreements between them except as contained in this instrument.
15. 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.
16. 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 Jan. 22nd, 2019.

WITNESS our hands on the dates as indicated.

Owner

By: Sonja Fulmer

Print Name: Sonja Fulmer

By: Jeff Fulmer

Print Name: Jeff Fulmer

STATE OF TENNESSEE)

COUNTY OF Williamson)

Before me, Sonja & Robert Fulmer, a Notary Public of said County and State, personally appeared _____ and _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be _____ and _____, and that as such, _____ and _____ executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 18th day of March, 2019.



Rhonda Baldwin
Notary Public
My Commission Expires: 10/30/2021

ATTEST:

By: Eric S. Stuckey
Eric S. Stuckey
City Administrator/Recorder

Date: 3-26-19

CITY OF FRANKLIN, TENNESSEE:

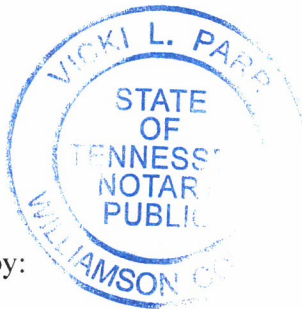
By: Dr. Ken Moore
Dr. Ken Moore
Mayor

Date: 3/26/19

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 27 day of March, 2019.



Vicki L. Parr
Notary Public
My Commission Expires: 2/23/20

Approved as to form by:

Tiffani M. Pope
Tiffani M. Pope, Staff Attorney

**AGREEMENT BETWEEN THE CITY OF FRANKLIN
AND
JEFF FULMER AND SONJA FULMER
COF CONTRACT No. 2019-0049**

This Agreement is entered into between THE CITY OF FRANKLIN, TENNESSEE (“City”) and **Robert Jeffrey Fulmer and Sonja Ann Fulmer**, (“Property Owners”), on this the 26TH day of MARCH, 2019, pursuant to Title 18, Chapter 2 of the Franklin Municipal Code (“FMC”).

WHEREAS, the Property Owners currently own the property known as DEERFIELD SECTION 1 LOT 39 (MAP 52 PARCEL 39) (hereinafter “Property”); and

WHEREAS, on August 29, 2018, the Property Owners submitted a Request for Sewer Availability for 1 SFUE (1 SFUE = 350 gallons per day); and

WHEREAS, the Board of Mayor and Aldermen (BOMA) approved this availability at the January 22, 2019, Board of Mayor and Aldermen Meeting (RES 2019-06) contingent on the Property Owners and all future owners of the Property to participate in any future special assessment district located in the Deerfield Subdivision that requires sewer to be extended through or adjacent to the property; and

WHEREAS, the Property Owners shall be required to sign an annexation agreement allowing the City to annex the Property at whatever time the City deems desirable; and

WHEREAS, prior to applying for a Sewer Infrastructure Installation Permit, the Property Owners shall be responsible for having this Agreement recorded at the Williamson County Register of Deeds; and

WHEREAS, the Property Owners shall be responsible for all costs to connect the Property to the sewer to include, but not limited to, extending the public main, required permits, necessary public and private easements, right of way acquisition, pavement restoration, property restoration and complying with all local, state and federal requirements and all costs associated with the sewer connection and required fees.

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

I. AGREEMENT OF SEWER AVAILABILITY

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The Property Owners shall be responsible for having this Agreement recorded with the Williamson County Register of Deeds office with a copy maintained in the City Recorder’s office in City Hall, Franklin, TN.
3. The BOMA approved the sewer availability at the January 22, 2019, Board of Mayor and Aldermen Meeting (Resolution No. 2019-06), contingent on the Property Owners and all future owners to participate in any future special assessment district located in the Deerfield Subdivision that requires sewer to be extended through or adjacent to the property.
4. Prior to construction activities, Property Owners are responsible for all fees as listed in FMC Title 18 and Appendix A – Comprehensive Fees and Penalties.

5. Property Owners shall be responsible for all costs to include but not limited to extending the public main, required permits, necessary public and private easements, right of way acquisition, pavement restoration, property restoration and complying with all local, state and federal requirements.
6. Property Owners shall be responsible for reimbursing the City for all aforementioned fees and all construction costs within sixty (60) days of completion of construction.
7. The Property Owners hereby covenant with said City, that I/we are lawfully seized and possessed of said land in fee simple and have a good right to sign this Agreement.
8. This Agreement constitutes the entire agreement between parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.
9. In the event the Property Owners sell the Property, all terms within this Agreement shall be transferred onto the new owners of the Property.

II. GENERAL TERMS AND CONDITIONS

1. Personal Liability.

No member, Mayor, Alderman, official or employee of the City shall be personally liable to Property Owners, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Property Owners or successor or on any obligations hereunder.

2. Warranties/Limitation of Liability/Waiver.

The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Property Owners to limit its liability shall be void and unenforceable.

3. Severability.

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

Approved by the Franklin Board of Mayor and Aldermen on Apr. 22nd, 2019.

WITNESS our hands on the dates as indicated.

PROPERTY OWNER:

**Robert Jeffrey Fulmer and Sonja
Ann Fulmer**

By: Robert Jeffrey Fulmer

Print Name: Robert Jeffrey Fulmer

By: Sonja Ann Fulmer

Print Name: Sonja Ann Fulmer

STATE OF TENNESSEE)

COUNTY OF Williamson)

Before me, Sonja & Robert Fulmer, a Notary Public of said County and State,
personally appeared _____ and _____, with whom I am personally
acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged
themselves to be _____ and _____, and that as such,
_____ and _____ executed the foregoing instrument for the purposes therein
contained.

Witness my hand and seal on this 18th day of March, 2019.



Rhonda Baldwin
Notary Public
My Commission Expires: 10/30/2021

CITY OF FRANKLIN, TENNESSEE:

By: [Signature]
DR. KEN MOORE
Mayor

Date: 3-26-19

ATTEST:

By: [Signature]
ERIC S. STUCKEY
City Administrator

Date: 3-26-19

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 27 day of March, 2019.



[Signature]
Notary Public
My Commission Expires: 2/23/20

Approved as to form by:

[Signature]
Tiffani M. Pope, Staff Attorney

**AGREEMENT BETWEEN THE CITY OF FRANKLIN
AND
JAMES MCCONNELL AND FRANCESCA MCCONNELL
COF CONTRACT No. 2019-0051**

This Agreement is entered into between THE CITY OF FRANKLIN, TENNESSEE (“City”) and **James Jason McConnell and Francesca French McConnell**, (“Property Owners”), on this the 26th day of MARCH, 2019, pursuant to Title 18, Chapter 2 of the Franklin Municipal Code (“FMC”).

WHEREAS, the Property Owners currently own the property known as DEERFIELD SECTION 2 LOT 29 (MAP 52 PARCEL 49) (hereinafter “Property”); and

WHEREAS, on October 24, 2018, the Property Owners submitted a Request for Sewer Availability for 1 SFUE (1 SFUE = 350 gallons per day); and

WHEREAS, the Board of Mayor and Aldermen (BOMA) approved this availability at the January 22, 2019, Board of Mayor and Aldermen Meeting (RES 2019-07) contingent on the Property Owners and all future owners of the Property to participate in any future special assessment district located in the Deerfield Subdivision that requires sewer to be extended through or adjacent to the property; and

WHEREAS, the Property Owners shall be required to sign an annexation agreement allowing the City to annex the Property at whatever time the City deems desirable; and

WHEREAS, prior to applying for a Sewer Infrastructure Installation Permit, the Property Owners shall be responsible for having this Agreement recorded at the Williamson County Register of Deeds office; and

WHEREAS, the Property Owners shall be responsible for all costs to connect the Property to the sewer to include, but not limited to, extending the public main, required permits, necessary public and private easements, right of way acquisition, pavement restoration, property restoration and complying with all local, state and federal requirements and all costs associated with the sewer connection and required fees.

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

I. AGREEMENT OF SEWER AVAILABILITY

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The Property Owners shall be responsible for having this Agreement recorded with the Williamson County Register of Deeds office with a copy maintained in the City Recorder’s office in City Hall, Franklin, TN.
3. The BOMA approved the sewer availability at the January 22, 2019, Board of Mayor and Aldermen Meeting (Resolution No. 2019-07), contingent on the Property Owners and all future owners to participate in any future special assessment district located in the Deerfield Subdivision that requires sewer to be extended through or adjacent to the property.

4. Prior to construction activities, Property Owners are responsible for all fees as listed in FMC Title 18 and Appendix A – Comprehensive Fees and Penalties.
5. Property Owners shall be responsible for all costs to include but not limited to extending the public main, required permits, necessary public and private easements, right of way acquisition, pavement restoration, property restoration and complying with all local, state and federal requirements.
6. Property Owners shall be responsible for reimbursing the City for all aforementioned fees and all construction costs within 60 days of completion of construction.
7. The Property Owners hereby covenant with City, that I/we are lawfully seized and possessed of said land in fee simple and have a good right to sign this Agreement.
8. This Agreement constitutes the entire agreement between parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.
9. In the event the Property Owners sell the Property, all terms within this Agreement shall be transferred onto the new owners of the Property.

II. GENERAL TERMS AND CONDITIONS

1. Personal Liability.

No member, Mayor, Aldermen, official or employee of the City shall be personally liable to Property Owners, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Property Owners or successor or on any obligations hereunder.

2. Warranties/Limitation of Liability/Waiver.

The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Property Owners to limit its liability shall be void and unenforceable.

3. Severability.

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

Approved by the Franklin Board of Mayor and Aldermen on July 22nd, 2019.

WITNESS our hands on the dates as indicated.

PROPERTY OWNER:

**James Jason McConnell and
Francesca French McConnell**

By: [Signature]

Print Name: James Jason McConnell

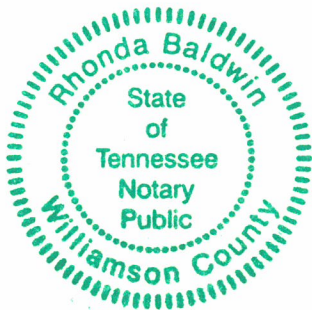
By: [Signature]

Print Name: Fran F McConnell

STATE OF TENNESSEE)
COUNTY OF Williamson)

Before me, James & Fran McConnell, a Notary Public of said
County and State, personally appeared _____, with whom I am
personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon
oath, acknowledged themselves to be _____, and that as such,
_____ executed the foregoing instrument for the purposes
therein contained.

Witness my hand and seal this 14th day of March, 2019.



Rhonda Baldwin
Notary Public

My Commission Expires: 10/30/2021

CITY OF FRANKLIN, TENNESSEE:

By: [Signature]

DR. KEN MOORE

Mayor

Date: 3-26-19

ATTEST:

By: [Signature]

ERIC S. STUCKEY

City Administrator

Date: 3-26-19

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 27 day of March, 2019.



[Signature]
Notary Public

My Commission Expires: 2/23/20

Approved as to form by:

[Signature]
Tiffani M. Pope, Staff Attorney

Agreement for Services
Michigan Public Health Institute
COF Contract No. 2019-0030

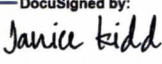
Letter of Agreement between Michigan Public Health Institute and
City of Franklin

This serves as a letter of agreement between the **City of Franklin** and the **Michigan Public Health Institute (MPHI)**. The City of Franklin will be a local team for the Sound Off with the Home Fire Safety Patrol (Sound Off) grant from U.S. Department of Homeland Security/FEMA from August 22, 2018 to August 21, 2019. The City of Franklin will be responsible for participating in one (1) live Sound Off training, meeting with local school administrators to gain commitment for Sound Off in high-risk areas of the community, working with administrators and teachers to select pilot classrooms, conducting Sound Off with pilot classrooms, conducting home safety visits to install alarms, conducting evaluation and reporting requirements, and for participating regularly in conference calls with the Sound Off team.

MPHI agrees to pay the City of Franklin a stipend of \$1,000.00 for expenses incidental to conducting Sound Off, for example but not exclusively, duplicating costs, mileage costs and materials costs.

Michigan Public Health Institute

CITY OF FRANKLIN, TENNESSEE

DocuSigned by:

181A7DD891C34D9

Janice Kidd

Finance & Budget Manager
2/4/2019

Date



Eric S. Stuckey, City Administrator

2-14-19

Date

Approved as to Form:



Tiffani M. Pope, Staff Attorney

From: rebecca_cbb
To: [Margaret Martin](#); [Scott Speedy](#); danamclendon@mac.com; bev@aldermanburger.com; annpetersen@comcast.net; [Brandy Blanton](#); [Pearl Bransford](#); clyde.barnhill@franklin.gov; emily.hunter@franklin.gov; [Amy Diaz-Barriga](#); [Christopher Andrews](#)
Subject: Proposed Carothers Chase Development Plan
Date: Wednesday, March 6, 2019 6:54:12 PM

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

I request that this email go on public record for the proposed Carothers Chase Development Plan.

I will be directly affected by this proposed plan for building Carothers Chase. I am extremely unhappy about this plan from looking at the maps. They will be blasting in my backyard basically. I can only imagine the damage this will do to my home because when there was blasting from Lockwood Glen my windows would rattle. I dont even want to think what is going to happen when they are blasting 15 ft from my home. I also do not believe it is fair to me as a homeowner to have to pay to have my home inspected if I think there is damage I feel like this should be the responsibility of the builder and the homeowners should get to choose who comes out to inspect there homes not the builder. I also am extremely unhappy about making connectivity between subdivisions. There are so many children that live in this subdivision that will be affected by this they will lose their places to play and ride bikes. Families will also lose their places to walk and walk their dogs because there will essentially be a main road running through our subdivision. I would like to state again I do not want this subdivision built. I feel like if this happens this will negatively affect our subdivision in so many ways.

Thank you for your time
Rebecca Cobb

Sent from my Sprint Samsung Galaxy S8+.