



Meeting Agenda

Work Session

Tuesday, July 14, 2020

5:00 PM

Board Room

The Board of Mayor and Aldermen Work Session Meeting will limit physical access in the meeting room due to current limitations on public gatherings. Accommodations have been made to ensure that the public is able to participate in the meeting. The public may participate in the following ways: • Watch the meeting on FranklinTV or the City of Franklin website. • Watch the live stream through the City of Franklin Facebook and YouTube accounts. • Call in to the conference meeting 1-312-626-6799, Meeting ID: 915 7654 0162, Password: 429554. Callers will be unmuted and given an opportunity to comment during the meeting at specific times. • Limited viewing will be available in the lobby of City Hall to watch the live video. • The public may email comments and questions prior to 4:30 p.m. on the day of the meeting to recorder@franklinton.gov to be read aloud. • City YouTube: <https://www.youtube.com/user/CityOfFranklin> • City Facebook Live: <https://www.facebook.com/CityOfFranklin> • City website: <https://www.franklinton.gov/franklin-tv>

CALL TO ORDER

MEETING PROCEDURE CHANGES

1. Consideration Of Resolution 2020-122, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On July 14, 2020 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

Sponsors: Shauna Billingsley

CITIZEN COMMENTS

WORKSESSION DISCUSSION ITEMS

2. Development Activity Update FY20.

Sponsors: Tom Marsh, Alex Brown

3. *Consideration Of Ordinance 2020-17, An Ordinance To Rezone 93.32 Acres From Planned (PD) District To Planned (PD 12.7/1,156,378/315) District For The Property Located West Of Mallory Lane And North And South Of West McEwen Drive, Located Near 4015 Aspen Grove Drive (McEwen Place Town Center PUD). Establishing A Public Hearing For August 11, 2020. FIRST OF THREE READINGS FMPC 6/25/20, 8-0

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

4. Consideration Of Resolution 2020-98, A Resolution Approving A Revised Development Plan For McEwen Place Town Center Pud Subdivision, With 1 Modification Of Standards For Consolidated Entrances For Multifamily Buildings, For The Property Located West Of Mallory Lane And North And South Of West McEwen Drive, Located Near 4015 Aspen Grove Drive. Establishing A Public Hearing For August 11, 2020.
FMPC 6/25/20, 8-0
-MOS #1, 8-0

Sponsors: Emily Hunter, Amy Diaz-Barriga, Joseph Bryan
5. Consideration Of COF Contract No. 2020-0144, Parkland Impact Fee Agreement Between The City of Franklin And NR McEwen Property Owner LLC For The Property Known As McEwen Place Town Center.

Sponsors: Mark Hilty, Lisa Clayton, Alyssa Dillon
6. *Consideration Of Resolution 2020-117, A Resolution Allowing For The Temporary Suspension Of Penalties For Delinquent Water, Sewer, Reclaimed Water, Stormwater And Sanitation Collection Services from the Date of the Expiration of Mayor Moore's Executive Orders Through September 30, 2020.

Sponsors: Kristine Brock, Lawrence Sullivan
7. *Consideration Of COF Contract No. 2020-0124, A Professional Services Agreement (COF Contract No. 2020-0124) With Kimley-Horn And Associates, Inc. For The Harlinsdale Main Barn At A Lump Sum Cost of \$255,000.00.

Sponsors: Paul Holzen, Lisa Clayton, Jonathan Marston, Shahad Abdulrahman
8. *Consideration Of COF Contract No. 2020-0081, Fieldstone Farms Sidewalk Improvements Agreement, With The Fieldstone Farms Homeowner'S Association, Inc. For Sidewalk Improvements Along Lexington Parkway And Fieldstone Parkway.

Sponsors: Eric Stuckey, Paul Holzen
9. *Consideration Of Resolution 2020-31, A Resolution Awarding The Construction Contract (COF 2020-0080) For The Battle Avenue Drainage Improvements Project To Mid TN Constructors, Inc. In The Amount of \$588,053.74 And Approval Of Change Order 1 Reducing The Project Cost To \$262,035.94.

Sponsors: Paul Holzen
10. *Consideration of COF Contract No. 2020-0180, An Interlocal Agreement Between The City Of Franklin, Tennessee And Williamson County, Tennessee Concerning The Design, Construction, And Operation Of A Gravity Sanitary Sewer To Serve The New Williamson County Animal Care Center.

Sponsors: Eric Stuckey, Vernon Gerth
11. *Consideration Of Amendment 1 To COF Contract No. 2014-0305, An Interlocal Agreement Between The City Of Franklin, Tennessee, And Marshall County, Tennessee.

Sponsors: Jack Tucker

12. *Consideration to Grant Sanitary Sewer Availability for Franklin Christian Church at Clovercroft Road and John Williams Road (Map 079, Parcel 05505).

Sponsors: Michelle Hatcher

13. *Consideration Of A Supplement To COF Contract No. 2020-0184, Midwest Employers Fraud Warning Supplement Required With City's Surety Bond Issuance From Midwest Employers Casualty Company.

Sponsors: Kevin Townsel, Sara Sylvis

14. Consideration Of Resolution 2020-114, A Resolution To Approve A Mural At 509 Hillsboro Road.

Sponsors: Monique McCullough

OTHER BUSINESS

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.



City of Franklin

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

File #: 20-0880

DATE: June 30, 2020

TO: Board of Mayor and Alderman

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

SUBJECT:

Consideration Of Resolution 2020-122, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On July 14, 2020 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution 2020-122.

RESOLUTION 2020-122

A RESOLUTION DECLARING THAT THE BOARD OF MAYOR AND ALDERMEN SHALL MEET ON JULY 14, 2020, FOR WORK SESSION AND CONDUCT ITS ESSENTIAL BUSINESS BY ELECTRONIC MEANS RATHER THAN BEING REQUIRED TO GATHER A QUORUM OF THE MEMBERS PHYSICALLY PRESENT IN THE SAME LOCATION BECAUSE IT IS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF TENNESSEANS IN LIGHT OF THE COVID-19 OUTBREAK

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

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

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

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

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

WHEREAS, Governor Lee issued Executive Order No. 16, and later issued Executive Order No. 34 and Executive Order No. 51, allowing electronic meetings while continuing to function openly and transparently; and

WHEREAS, Mayor Moore issued Executive Orders No. 2020-03, No. 2020-05, No. 2020-07, No. 2020-09, No. 2020-11, No. 2020-12, No. 2020-13, No. 2020-14, No. 2020-15, No. 2020-16, and No. 2020-17 continuing the Declaration of a State of Emergency and Civil Emergency; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to conduct the July 14, 2020, work session by electronic means.

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

The work session scheduled for July 14, 2020, at 5 p.m. shall be conducted by electronic means rather than requiring a quorum of the members of the Board of Mayor and Aldermen to attend in person to protect the health, safety, and welfare of Tennesseans in light of the COVID-19 Outbreak. Physical access in the meeting room will be limited. The public can view and participate in the meetings by watching the meeting live or later as a recording on FranklinTV, the City of Franklin website, the City of Franklin's Facebook page, and the City of Franklin's YouTube account. Specific dial-in and website links can be found on the City's website at

<https://www.franklintn.gov/Home/Components/Calendar/Event/10200/1092>

IT IS SO RESOLVED AND DONE on this 14th day of July, 2020.

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



File #: 20-0843

DATE: June 9, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Tom Marsh, Director of BNS
Alex Brown, Asst. Director of BNS

SUBJECT:

Development Activity Update FY20.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Development Activity in Fiscal Year 2020.

BACKGROUND/STAFF COMMENTS:

At the end of each Fiscal Year the Building and Neighborhood Service (BNS) Department presents to the Board of Mayor and Aldermen the Development Activity for the City of Franklin. This includes number of permits issued, fees collected, and overall valuation of Development Activity in the previous fiscal year.

FINANCIAL IMPACT:

The Fees collected over the past Fiscal Year will show the impact of Development Activity to the City of Franklin.

RECOMMENDATION:

No Recommendation at this time.

Development Activity Report



HISTORIC
FRANKLIN
TENNESSEE

July 14, 2020

Alex Brown – Assistant Director Development Services – BNS

YTD 2020 vs. YTD 2019 – 1/1-6/30

- Total Construction Valuation:

- YTD 2019 \$201,570,942
- YTD 2020 \$221,431,733

- Total New Dwelling Units:

- YTD 2019 278
 - Single Family 196
 - Multifamily 16
 - Townhomes 66
- YTD 2020 463
 - Single Family 159
 - Multifamily 199
 - Townhomes 105

- Total Fees Collected

- YTD 2019 \$5,317,876
- YTD 2020 \$7,331,234



Comparisons FY2018 – FY2020

- Total Construction Valuation

• <u>FY 2018</u>	\$910,834,177
• <u>FY 2019</u>	\$577,454,581
• <u>FY 2020</u>	\$557,862,456

- Total Number of New Dwelling Units

• <u>FY 2018</u>	1,866
• <u>FY 2019</u>	573
• <u>FY 2020</u>	1,286

- Total Number of Permits Issued

• <u>FY 2018</u>	6829
• <u>FY2019</u>	6138
• <u>FY 2020</u>	6254

Comparisons FY2018 – FY2020

- Building Permit Fees:

• <u>FY 2018</u>	\$2,850,106
• <u>FY 2019</u>	\$2,047,128
• <u>FY 2020</u>	\$2,215,271

- Road Impact Fees:

• <u>FY 2018</u>	\$12,466,372
• <u>FY 2019</u>	\$5,202,097
• <u>FY 2020</u>	\$7,375,709

- Water and Sewer Fees:

• <u>FY 2018</u>	\$5,009,753
• <u>FY 2019</u>	\$3,281,860
• <u>FY 2020</u>	\$4,359,578

City of Franklin Website

<https://www.franklintn.gov/services/development-building-services/development-reports-maps>



HISTORIC
FRANKLIN
TENNESSEE



File #: 20-0786

DATE: June 24, 2020

TO: Board of Mayor and Alderman

FROM: Emily Hunter, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

*Consideration Of Ordinance 2020-17, An Ordinance To Rezone 93.32 Acres From Planned (PD) District To Planned (PD 12.7/1,156,378/315) District For The Property Located West Of Mallory Lane And North And South Of West McEwen Drive, Located Near 4015 Aspen Grove Drive (McEwen Place Town Center PUD). Establishing A Public Hearing For August 11, 2020. FIRST OF THREE READINGS
FMPC 6/25/20, 8-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 7271
Applicant: Gary Vogrin, Kiser Vogrin Design
Owner: NR McEwen Property, LLC, Adam Ballash, Rep.

BACKGROUND/STAFF COMMENTS:

The applicant is requesting to rezone the subject property from Planned (PD) District to Planned (PD 12.7/1,156,378/315) District in conjunction with the revised development plan for the McEwen Place Town Center PUD Subdivision. The development plan has been submitted concurrently with the rezoning request.

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

The proposed rezoning to PD 12.7/1,156,378/315 is appropriate to achieve the recommendations of the Regional Commerce Design Concept as outlined in the Envision Franklin Land Use plan.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends approval of Ordinance 2020-17.

ORDINANCE 2020-17

AN ORDINANCE TO REZONE 93.32 ACRES FROM PLANNED (PD) DISTRICT TO PLANNED (PD 12.7/1,156,378/315) DISTRICT FOR THE PROPERTY LOCATED WEST OF MALLORY LAND AND NORTH AND SOUTH OF WEST MCEWEN DRIVE, NEAR 4015 ASPEN GROVE DRIVE (MCEWEN PLACE TOWN CENTER PUD).

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

WHEREAS, the Planned (PD 12.7/1,156,378/315) District provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, adopted Resolution 2020-98, approving a Planned Unit Development (PUD) Development Plan as required by the Franklin Zoning Ordinance; and

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

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of **Planned (PD)** District to **Planned PD (12.7/1,156,378 SF/315)** District:

PREMISES CONSIDERED	
Map-Parcel	Acres
62-22.04	2.73
62-22.05	10.41
62-22.06	3.22
62-22.08	0.35
62-22.09	9.76
62-22.10	1.12
62-22.12	1.35
62-22.13	1.70
62-22.14	3.79
62-22.15	1.31
62-22.16	0.37
62-22.17	1.71
62-22.19	3.79
62-22.20	4.16
62-22.21	5.22
62-22.22	13.48
62-22.23	10.22
62-22.24	2.82
62-22.25	1.08
Total	93.32

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

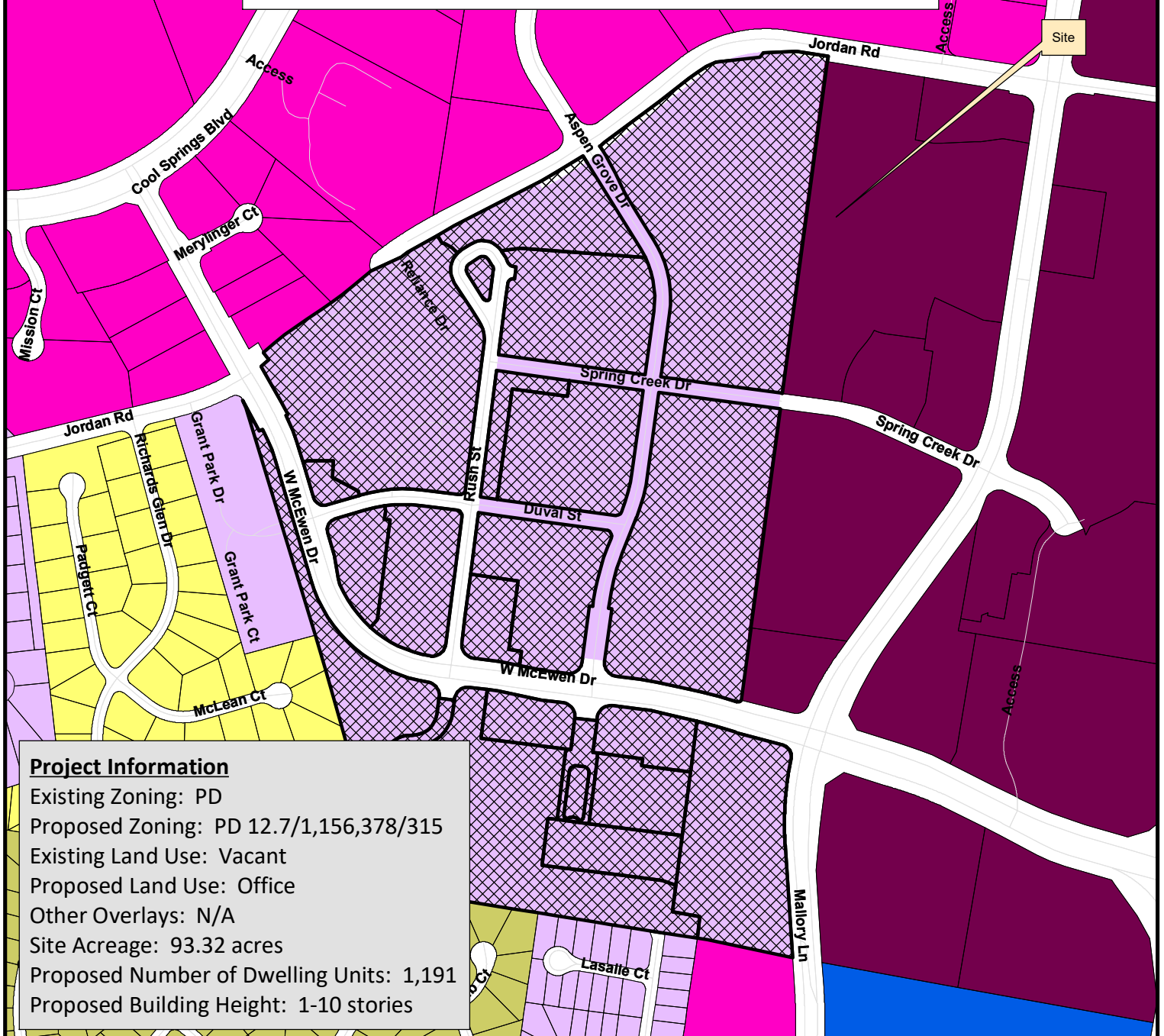
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

MCEWEN TOWN CENTER PUD SUBDIVISION, SECTION 3, REVISION 7
 RESOLUTION 2020-98
 ORDINANCE 2020-17
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 6/25/2020



Project Information

Existing Zoning: PD
 Proposed Zoning: PD 12.7/1,156,378/315
 Existing Land Use: Vacant
 Proposed Land Use: Office
 Other Overlays: N/A
 Site Acreage: 93.32 acres
 Proposed Number of Dwelling Units: 1,191
 Proposed Building Height: 1-10 stories

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



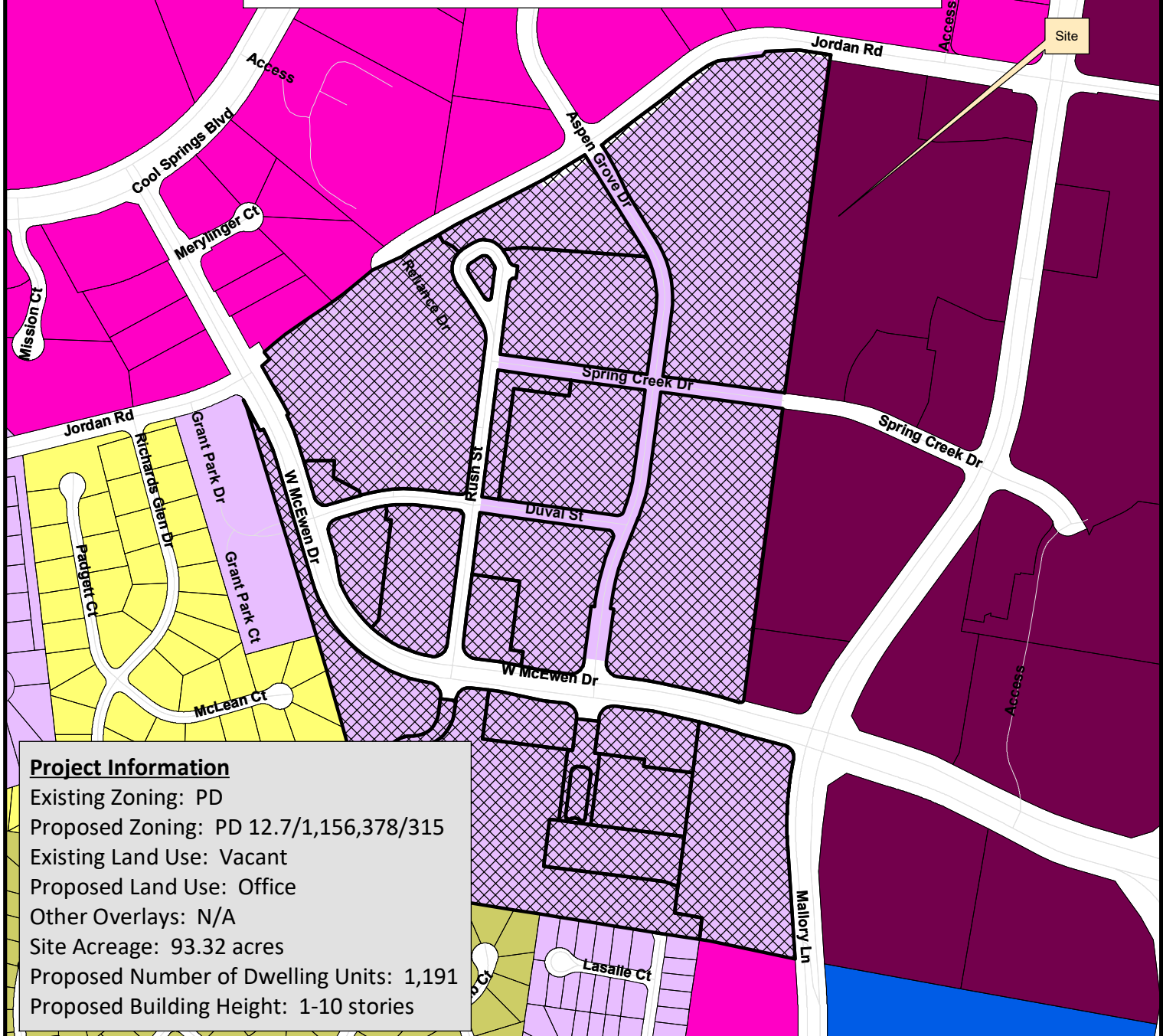
0 250 500 1,000
 Feet

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MCEWEN TOWN CENTER PUD SUBDIVISION, SECTION 3, REVISION 7
 RESOLUTION 2020-98
 ORDINANCE 2020-17
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 6/25/2020



Project Information

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



0 250 500 1,000
 Feet

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GRADE TABLE	
Station	Grade
1+00	101.50
1+10	101.50
1+20	101.50
1+30	101.50
1+40	101.50
1+50	101.50
1+60	101.50
1+70	101.50
1+80	101.50
1+90	101.50
2+00	101.50
2+10	101.50
2+20	101.50
2+30	101.50
2+40	101.50
2+50	101.50
2+60	101.50
2+70	101.50
2+80	101.50
2+90	101.50
3+00	101.50
3+10	101.50
3+20	101.50
3+30	101.50
3+40	101.50
3+50	101.50
3+60	101.50
3+70	101.50
3+80	101.50
3+90	101.50
4+00	101.50
4+10	101.50
4+20	101.50
4+30	101.50
4+40	101.50
4+50	101.50
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9+40	101.50
9+50	101.50
9+60	101.50
9+70	101.50
9+80	101.50
9+90	101.50
10+00	101.50

LINE TABLE	
Station	Line
1+00	101.50
1+10	101.50
1+20	101.50
1+30	101.50
1+40	101.50
1+50	101.50
1+60	101.50
1+70	101.50
1+80	101.50
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9+00	101.50
9+10	101.50
9+20	101.50
9+30	101.50
9+40	101.50
9+50	101.50
9+60	101.50
9+70	101.50
9+80	101.50
9+90	101.50
10+00	101.50

OVERALL SITE DATA

PROJECT NAME: McEWEN PLACE TOWN CENTER
 CIP PROJECT NUMBER: XXXX
 TAX MAP: PARCEL NUMBERS: 062-02264-02225
 ADDRESS: INTERSECTION OF ASPEN GROVE DRIVE, McEWEN DRIVE, JORDAN ROAD, & MALLORY LANE
 CITY: FRANKLIN
 COUNTY: WILLIAMSON
 STATE: TENNESSEE
 CIVIL DISTRICT: 8

EXISTING ZONING: PD - PLANNED DISTRICT
 18.78 DUA | 1,144,000 Non-Residential SF | 150 Hotel Keys
 PROPOSED ZONING: PD-PLANNED DISTRICT
 12.78 DUA | 1,156,376 Non-Residential SF | 315 Hotel Keys

CHARACTER AREA OVERLAY: MECO-4
 OTHER APPLICABLE OVERLAY: HEIGHT OVERLAY DISTRICT (HTO), FLOOD FRINGE OVERLAY (FFO)
 APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
 PUD SITE ACREAGE: 44.93.32 AC
 PUD SITE SQUARE FOOTAGE: 41,406,019 SF
 SETBACKS: FRONT: 0' - 15'
 REAR: 0' - 15'
 SIDE: 0'
 BUILDING HEIGHTS: HTO, 1-10 STORIES

SURVEY NOTES

1. THE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE TRANSMISSION OF A PLAIN COORDINATE SYSTEM OF 1983 AND IS NOT WARRANTED. SURVEY DATA HAS BEEN OBTAINED FROM THE RECORDS OF THE TENNESSEE SURVEYING BOARD.
2. BASE INFORMATION FOR THIS PROJECT WAS OBTAINED FROM A TOPOGRAPHIC SURVEY PREPARED BY HORN & ASSOCIATES, L.P. (H&A) IN 2014. THE INFORMATION PROVIDED SHALL BE USED IN CONJUNCTION WITH THE INFORMATION PROVIDED BY THE RECORDS OF THE TENNESSEE SURVEYING BOARD.
3. THE INFORMATION SHOWN ON THIS PLAN IS NOT A GUARANTEE OF ACCURACY AND SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.
4. ANY OTHER INFORMATION NOT SHOWN ON THIS PLAN IS NOT A GUARANTEE OF ACCURACY AND SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.



McEwen Place Town Center
 REZONING APPLICATION
 COF# XXXX
 Franklin, Williamson Co, TN

Survey Prepared by:
 Horn & Associates
 504 Autumn Spring Court
 Suite 2-15
 Franklin, TN 37047
 615.779.8843

0 100 200 300
 SCALE: 1"= 100'





File #: 20-0787

DATE: June 24, 2020

TO: Board of Mayor and Alderman

FROM: Emily Hunter, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Resolution 2020-98, A Resolution Approving A Revised Development Plan For McEwen Place Town Center Pud Subdivision, With 1 Modification Of Standards For Consolidated Entrances For Multifamily Buildings, For The Property Located West Of Mallory Lane And North And South Of West McEwen Drive, Located Near 4015 Aspen Grove Drive. Establishing A Public Hearing For August 11, 2020.

FMPC 6/25/20, 8-0

-MOS #1, 8-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 7259

Applicant: Gary Vogrin, Kiser Vogrin Design

Owner: NR McEwen Property Owner LLC, Adam Ballash Rep.

BACKGROUND/STAFF COMMENTS:

The applicant is requesting approval for the McEwen Place Town Center PUD Subdivision, Development Plan, Section 3, Revision 7. The subject property consists of approximately 93 acres and is located near the intersection of Mallory Lane and West McEwen Drive. The original concept plan for this property was approved by the Board of Mayor and Aldermen on January 11, 2005, and the most recent revision to the development plan was approved on March 23, 2020. The applicant is proposing to revise entitlements and change office space to multifamily use.

For the Regional Commerce Design Concept, Envision Franklin states, "Higher-intensity uses should be located closer to major thoroughfares," the proposed location near the Interstate-65 and McEwen Drive interchange is appropriate for vehicular access to the site. The plan as proposed meets many of the recommendations and guiding principles of Envision Franklin to create a mixed-use, pedestrian-oriented development.

Multifamily buildings comprise all of Blocks D and G. The plan does incorporate some individual ground floor entrances for ground floor dwelling units along Spring Creek Drive as required by the Zoning Ordinance, however they have submitted a Modification of Standards request for

consolidated entrances at some locations.

MODIFICATION OF STANDARDS:

There is one Modification of Standards request with this plan.

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

The applicant is requesting to allow consolidated entrances for ground floor multifamily dwelling units, citing topographical constraints and continuity with approved and constructed neighboring buildings within the development. Section 6.7 of the Zoning Ordinance states, "Facades along a street or internal drive shall have individual entrances to... all ground floor dwelling units." The goal of individual ground floor entrances is have activated streets.

The applicant has provided renderings and supplemental information highlighting the topographic constraints of the site and how these constraints will impact the ability to comply with the individual entrance for ground floor dwelling units required by the Zoning Ordinance. The applicant states that the ground floor units along Aspen Grove Drive will range from 4.5 to 7.5 feet above the street level, and between 8 and 14.5 feet above street level for units along Jordan Road as a result of the site topography.

Due to site constraints and to remain consistent with the existing character of the buildings and streetscape, Staff is able to support the MOS request. Additionally, the applicant will be providing approximately 11 units with individual entrances for those units fronting Spring Creek Drive to incorporate the recommendation of Envision Franklin and the intent of the Zoning Ordinance.

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

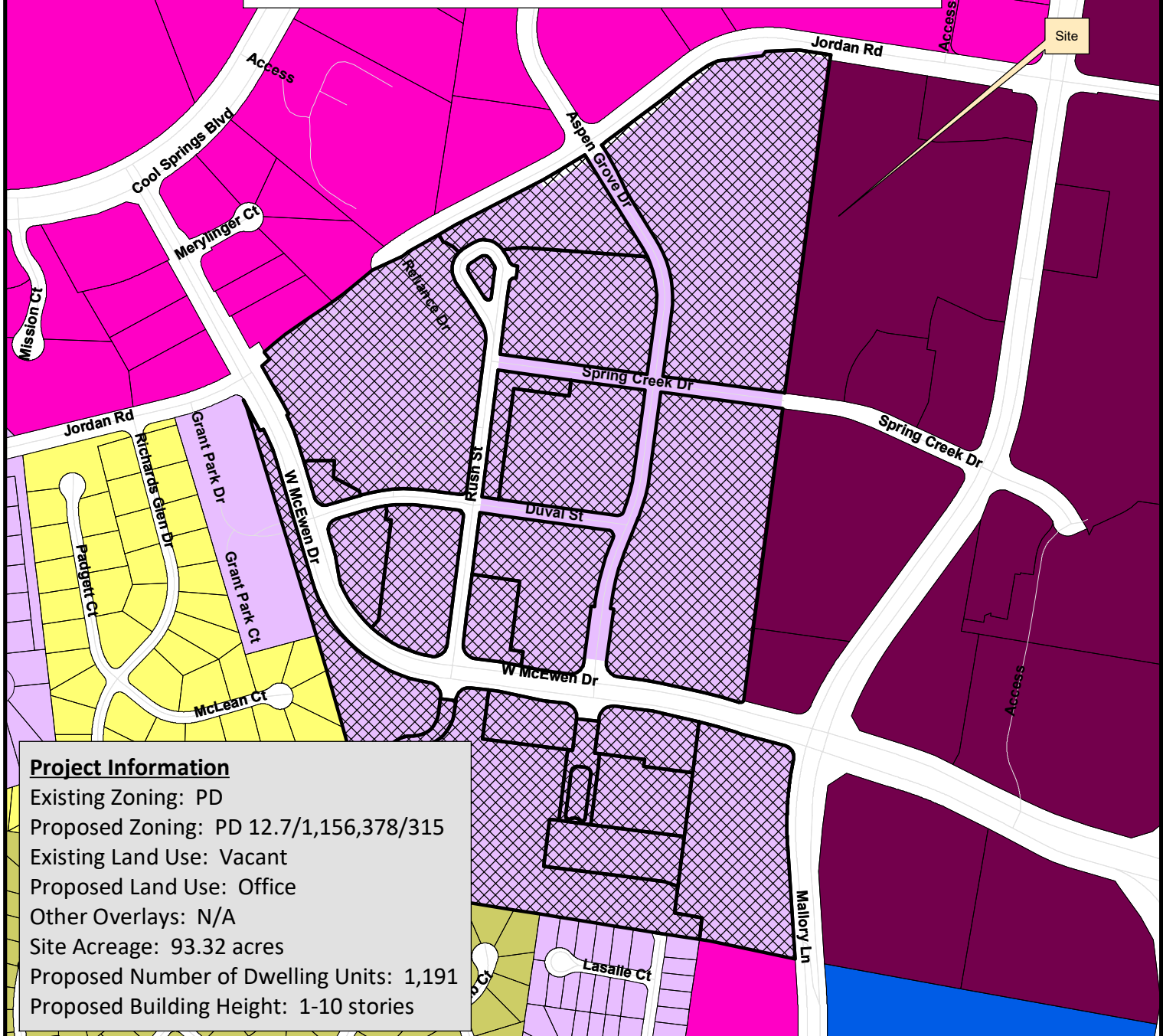
FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends approval with conditions of Resolution 2020-98.

MCEWEN TOWN CENTER PUD SUBDIVISION, SECTION 3, REVISION 7
 RESOLUTION 2020-98
 ORDINANCE 2020-17
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 6/25/2020



Project Information

Existing Zoning: PD
 Proposed Zoning: PD 12.7/1,156,378/315
 Existing Land Use: Vacant
 Proposed Land Use: Office
 Other Overlays: N/A
 Site Acreage: 93.32 acres
 Proposed Number of Dwelling Units: 1,191
 Proposed Building Height: 1-10 stories

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



0 250 500 1,000
 Feet

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RESOLUTION 2020-98

A RESOLUTION APPROVING A REVISED DEVELOPMENT PLAN FOR MCEWEN PLACE TOWN CENTER PUD SUBDIVISION, WITH 1 MODIFICATION OF STANDARDS FOR CONSOLIDATED ENTRANCES FOR MULTIFAMILY BUILDINGS, FOR THE PROPERTY LOCATED WEST OF MALLORY LANE AND NORTH AND SOUTH OF WEST MCEWEN DRIVE, LOCATED NEAR 4015 ASPEN GROVE DRIVE.

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

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

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

WHEREAS, the BOMA originally rezoned the subject Property and originally approved a Development Plan for the subject property as part of Ordinance 04-109 on January 11, 2005; and

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

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

WHEREAS, the BOMA has, or will, approve the amended zoning for the Property as part of Ordinance 2020-17.

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

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

PREMISES CONSIDERED

Map-Parcel	Acres
62-22.04	2.73
62-22.05	10.41
62-22.06	3.22
62-22.08	0.35
62-22.09	9.76
62-22.10	1.12
62-22.12	1.35
62-22.13	1.70
62-22.14	3.79
62-22.15	1.31
62-22.16	0.37
62-22.17	1.71
62-22.19	3.79
62-22.20	4.16
62-22.21	5.22
62-22.22	13.48
62-22.23	10.22
62-22.24	2.82
62-22.25	1.08
Total	93.32

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

SECTION III: That the overall entitlements, as amended, for the McEwen Town Center PUD are as follows:

Entitlements	McEwen Place Town Center PUD
Original Base Zone District Requested Base Zone District	PD PD (12.7/1,156,378/315)
Other Zoning Overlays	FWO, FFO
Number of Dwelling Units	1,191
Number of Nonresidential Square Footage	1,156,378 SF
Number of Hotel Rooms	315
Open Space Requirements	15%
Number of Phases in Development	2
Original Development Plan Approval	Ordinance No. 04-109 Date of approval: 1/11/2005
Development Plan Revision Number	7

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

SECTION V: That the following Modifications of Development Standards (MOS) were requested and acted upon by the Board of Mayor and Aldermen, after review and recommendation by the Franklin Municipal Planning Commission:

MOS 1: Request to use consolidated entrances for ground floor dwelling units for multifamily buildings. Approved: _____ Denied: _____	6.7 – Multifamily Building Type “Facades along a street or internal drive shall have individual entrances to ... all ground floor dwelling units.” Topographic constraints of the site limit where individual entrances can be located. <i>Staff recommended approval.</i>
---	---

SECTION VI. That this Resolution shall take effect from and after the passage of Ordinance 2020-17, on third and final reading, the health, safety, and welfare of the citizens requiring it.

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE: _____ 5/5/2020 _____

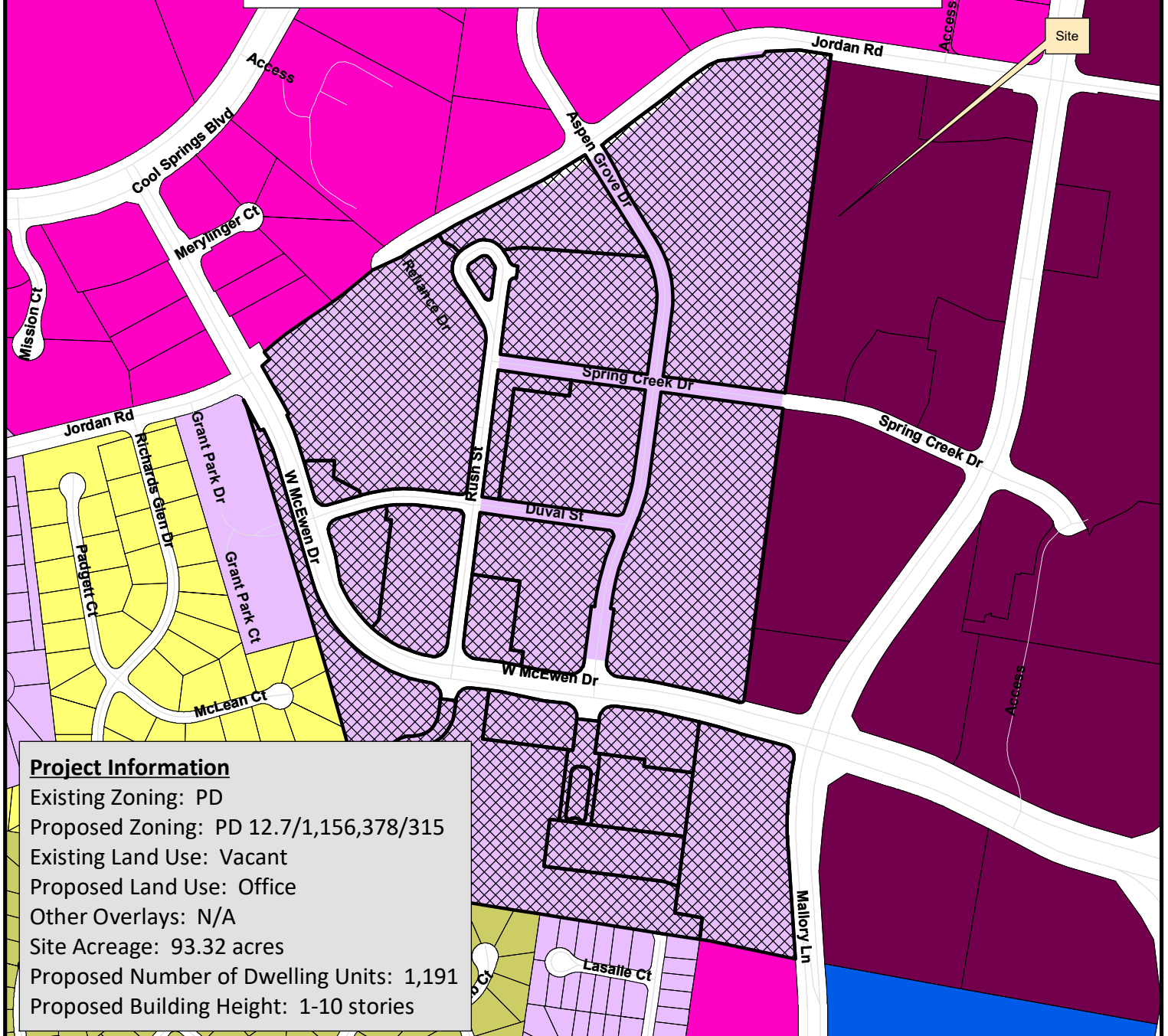
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP: _____ 5/25/2020 _____

NEIGHBORHOOD MEETING: _____ 5/19/2020 _____

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

PUBLIC HEARING AND BOMA APPROVAL: _____

MCEWEN TOWN CENTER PUD SUBDIVISION, SECTION 3, REVISION 7
 RESOLUTION 2020-98
 ORDINANCE 2020-17
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 6/25/2020



Project Information

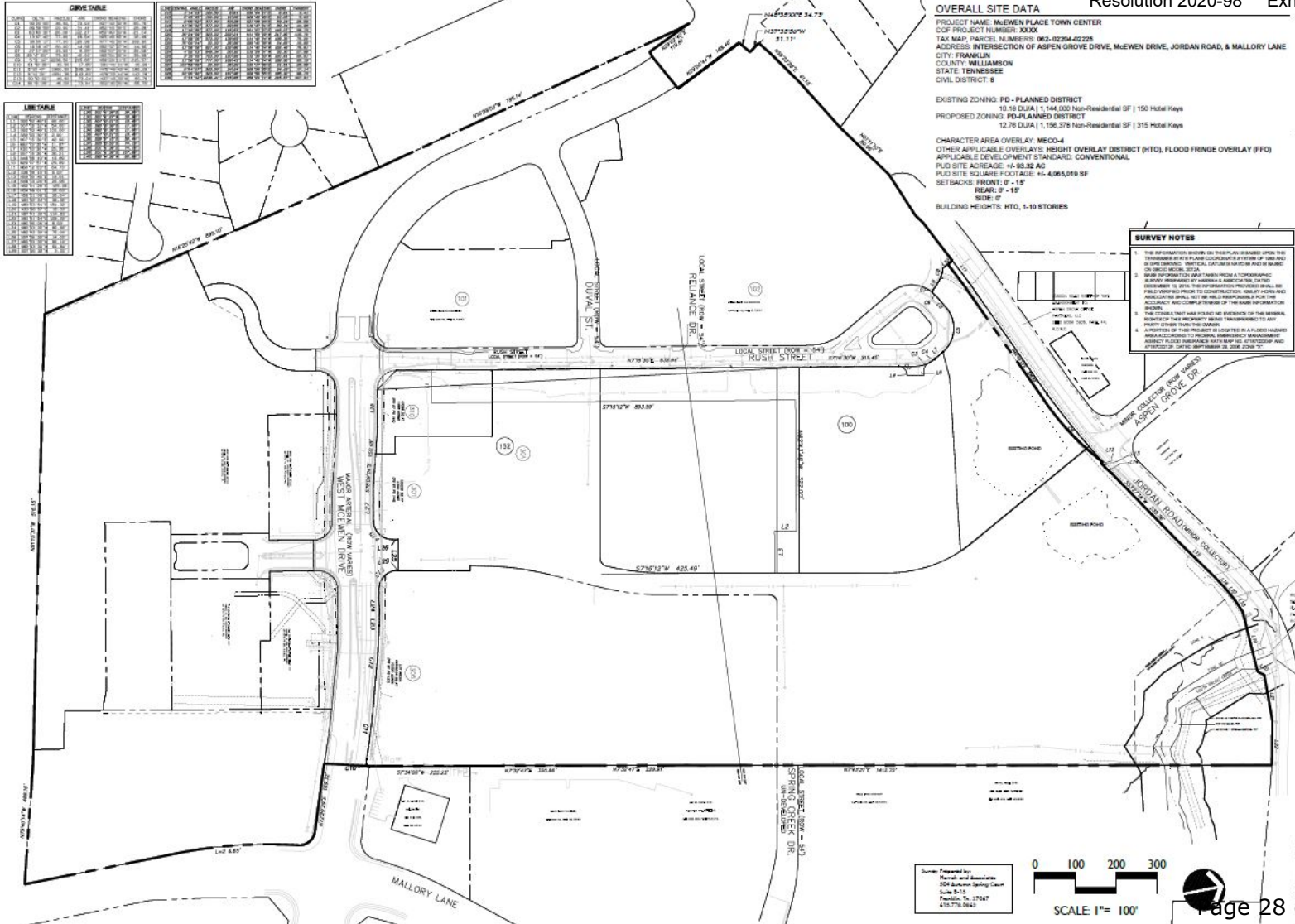
Existing Zoning: PD
 Proposed Zoning: PD 12.7/1,156,378/315
 Existing Land Use: Vacant
 Proposed Land Use: Office
 Other Overlays: N/A
 Site Acreage: 93.32 acres
 Proposed Number of Dwelling Units: 1,191
 Proposed Building Height: 1-10 stories

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



0 250 500 1,000
 Feet

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[illegible][illegible]

PROJECT NAME: McEWEN PLACE TOWN CENTER
COF PROJECT NUMBER: XXXX
TAX MAP, PARCEL NUMBERS: 062-02204-02225
ADDRESS: INTERSECTION OF ASPEN GROVE DRIVE, McEWEN DRIVE, JORDAN ROAD, & MALLORY LANE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE

EXISTING ZONING: PD - PLANNED DISTRICT
10.18 DUJA | 1,144,000 Non-Residential SF | 150 Hotel Keys
PROPOSED ZONING: PD-PLANNED DISTRICT
12.78 DUJA | 1,156,378 Non-Residential SF | 315 Hotel Keys

CHARACTER AREA OVERLAY: MECO-4
OTHER APPLICABLE OVERLAYS: HEIGHT OVERLAY DISTRICT (HTO), FLOOD FRINGE OVERLAY (FFO)
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
PUD SITE ACREAGE: +/- 83.32 AC
PUD SITE SQUARE FOOTAGE: +/- 4,065,010 SF
SETBACKS: FRONT: 0' - 15'
REAR: 0' - 15'
SIDE: 0'
BUILDING HEIGHTS: HTO, 1-10 STORIES

SURVEY NOTES

1. THE INFORMATION SHOWN ON THIS MAP IS BASED UPON THE TRANSMISSION STATE PLANNING COORDINATE SYSTEM OF 1980 AND IS NOT GUARANTEED. VERTICAL DATUM IS NAVD 83 AND IS BASED ON THE DATUM OF 1985.

2. SALES INFORMATION WAS TAKEN FROM A TOPOGRAHIC SURVEY PREPARED BY HANSEN & ASSOCIATES, DATED 12/1/2014. THE 2014 SURVEY WAS CONDUCTED BY FIELD PERSONNEL WHOSE TRAINING AND QUALIFICATIONS ARE NOT FIELD VERIFIED PRIOR TO CONSTRUCTION. KNOWLEDGE AND ABILITY SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THIS SALES INFORMATION SHOWN.

3. THE CONSULTANT HAS FOUND NO EVIDENCE OF THE MINERAL RIGHT OF THIS PROPERTY BEING TRANSMITTED TO OR FROM THE STATE OF TEXAS.

4. A PORTION OF THIS PROJECT IS LOCATED IN A FLOODED HAZARD AREA ACCORDING TO FEDERAL, ENVIRONMENTAL MANAGEMENT AGENCY (FEMA) HAZARD MAPS. THE FLOODED HAZARD AREA ATTACHED TO, DATED 09/19/2008, SHOWS "C"



McEwen Place Town Center
REZONING APPLICATION
REZONING PLAN
COF# XXXX
Franklin, Williamson Co, TN

143

CONDITIONS OF APPROVAL:

Open Issues: 4 These issues are currently being filtered

Fire-Planning

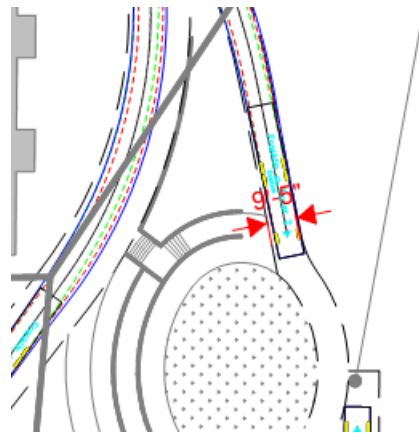
General Issues

5. Fire Department Access

curt.edelmann@franklintn.gov As shown below, the access drive is not 20-feet wide. This is absolutely essential to deploy an aerial ladder.

Note: Smoke detectors are required for elevator control and various fire protection features. Area smoke detectors are not required and not desired because in an apartment setting, they are subject to false alarms.

A more significant fire protection feature would be noncombustible construction.

**32. Hydrants = Block D, E parking garage**

curt.edelmann@franklintn.gov I am going to leave this issue open to remind reviewers that the garage is to have a fire sprinkler system. Keeping this comment open does not affect approval of the site plan.

Planning

General Issues

25. Architecture

joseph.bryan@franklintn.gov Advisory: Due to the topographic constraints of the site, the context of previously approved blocks, and the applicant's additional supporting materials, staff is able to recommend approval of the MOS request.

Final approval of the MOS is decided by the Board of Mayor and Aldermen.
[Edited By Joseph Bryan]

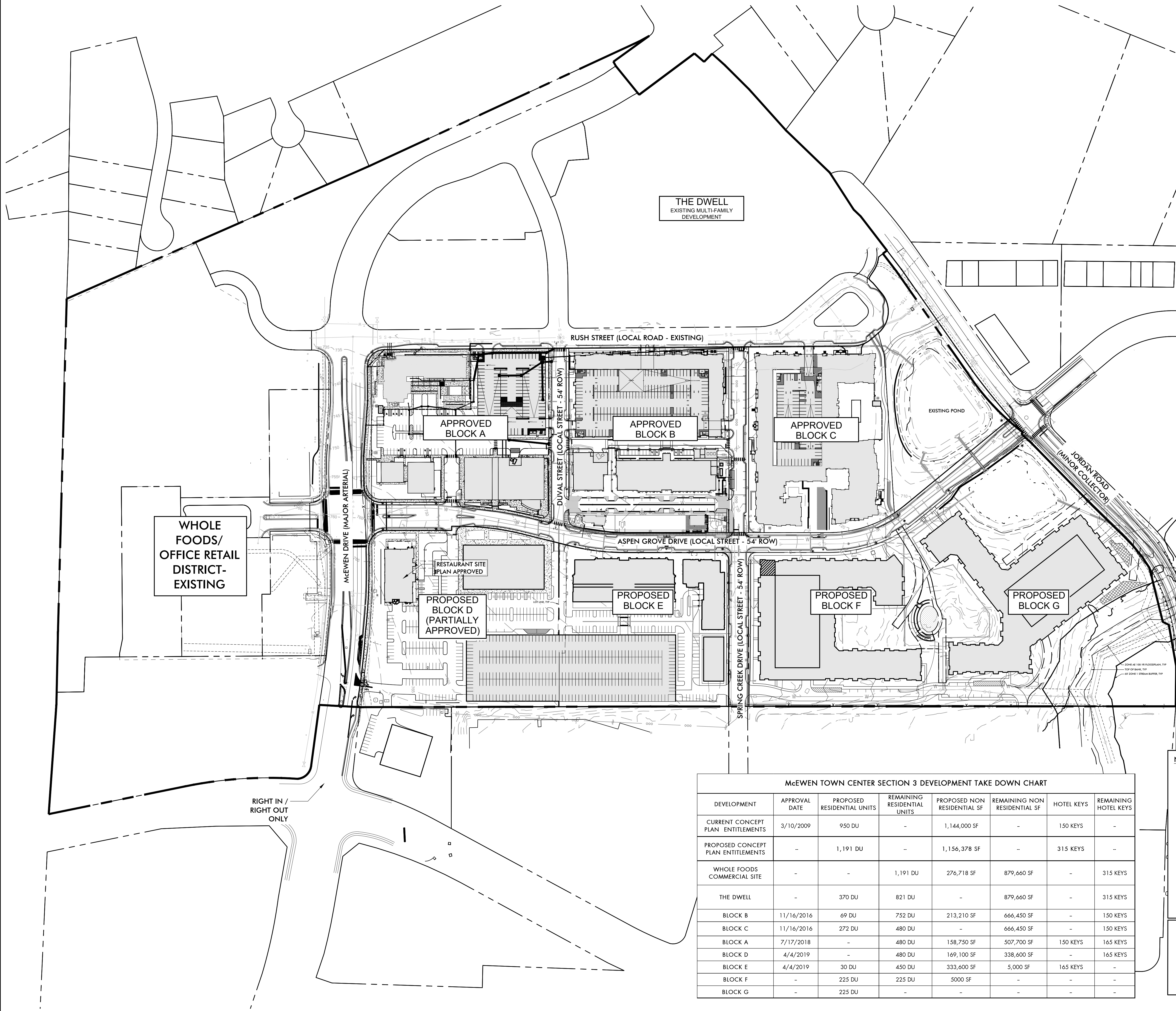
Water/Sewer

General Issues

46. Sanitary sewer

ben.mcneil@franklin.tn.gov Advisory comment

The applicant shall be aware that the developer is responsible for obtaining the sanitary sewer easement outside of Jordan Rd. ROW. This is due to the revision to the existing sanitary sewer main.



OVERALL SITE DATA

PROJECT NAME:
McEWEN PLACE TOWN CENTER

COF PROJECT NUMBER: 7259

TAX MAP, PARCEL NUMBERS: 062- 02204-02225

ADDRESS: INTERSECTION OF ASPEN GROVE DRIVE, McEWEN DRIVE, JORDAN ROAD, & MALLORY LANE

CITY: FRANKLIN

COUNTY: WILLIAMSON

STATE: TENNESSEE

CIVIL DISTRICT: 8

EXISTING ZONING: PD - PLANNED DISTRICT

10.18 DU/A | 1,144,000 Non-Residential SF | 150 Hotel Keys

PROPOSED ZONING: PD-PLANNED DISTRICT

12.76 DU/A | 1,156,378 Non-Residential SF | 315 Hotel Keys

CHARACTER AREA OVERLAY: MECO-4

OTHER APPLICABLE OVERLAYS: HEIGHT OVERLAY DISTRICT (HTO), FLOOD FRINGE OVERLAY (FFO)

APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL

PUD SITE ACREAGE: +/- 93.32 AC

PUD SITE SQUARE FOOTAGE: +/- 4,065,019 SF

SETBACKS:

FRONT: 0'-15'

REAR: 0'-5'

SIDE: 0'

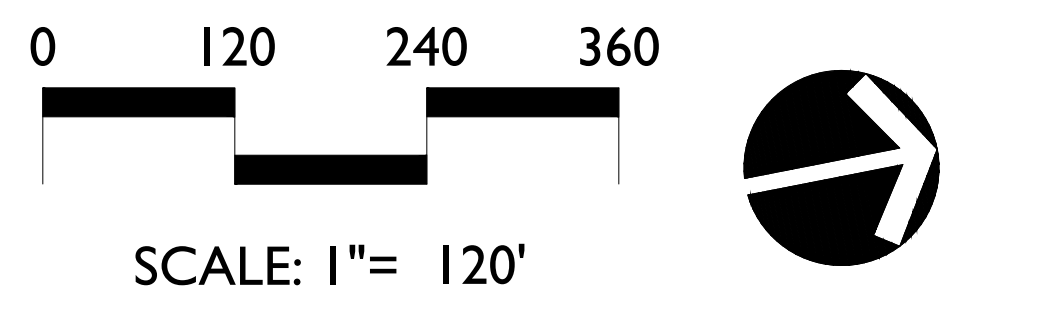
BUILDING HEIGHTS: HTO, 1-10 STORIES

Parking	
Land Use	Parking Rates (Pattern Book)
Retail	5 / 1,000 s.f.
Fine/Casual Dining Restaurant	12 / 1,000 s.f.
Family Restaurant	12 / 1,000 s.f.
Hotel	1 / room
Conference Center	16.67 / 1,000 s.f.
Office	3.33 / 1,000 s.f.
Residential	1.75 / unit

NOTE: Includes UU shared parking factor

McEWEN TOWN CENTER SECTION 3 DEVELOPMENT TAKE DOWN CHART							
DEVELOPMENT	APPROVAL DATE	PROPOSED RESIDENTIAL UNITS	REMAINING RESIDENTIAL UNITS	PROPOSED NON RESIDENTIAL SF	REMAINING NON RESIDENTIAL SF	HOTEL KEYS	REMAINING HOTEL KEYS
CURRENT CONCEPT PLAN ENTITLEMENTS	3/10/2009	950 DU	-	1,144,000 SF	-	150 KEYS	-
PROPOSED CONCEPT PLAN ENTITLEMENTS	-	1,191 DU	-	1,156,378 SF	-	315 KEYS	-
WHOLE FOODS COMMERCIAL SITE	-	-	1,191 DU	276,718 SF	879,660 SF	-	315 KEYS
THE DWELL	-	370 DU	821 DU	-	879,660 SF	-	315 KEYS
BLOCK B	11/16/2016	69 DU	752 DU	213,210 SF	666,450 SF	-	150 KEYS
BLOCK C	11/16/2016	272 DU	480 DU	-	666,450 SF	-	150 KEYS
BLOCK A	7/17/2018	-	480 DU	158,750 SF	507,700 SF	150 KEYS	165 KEYS
BLOCK D	4/4/2019	-	480 DU	169,100 SF	338,600 SF	-	165 KEYS
BLOCK E	4/4/2019	30 DU	450 DU	333,600 SF	5,000 SF	165 KEYS	-
BLOCK F	-	225 DU	225 DU	5000 SF	-	-	-
BLOCK G	-	225 DU	-	-	-	-	-

- NOTES:
- This McEwen Town Center Section 3 Development Plan Take Down chart is only to provide the city of Franklin an estimate for the intended uses and densities within each section of the development. In the best interest of the city of Franklin and the applicant, the land owners reserve the right to adjust this chart based on market conditions that may affect the absorption of either residential units or commercial square footage as long as the approved entitlements are not exceeded.
 - Refer to Approved McEwen Place Town Center Pattern Book for detailed information regarding project description, plan objectives, district plans, illustrative details, architectural/landscape & parking standards.
 - Refer to the Approved Modifications of Standards for Signage for McEwen Town Center.



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Nashville, TN 37204
Main: 615.564.2700
Fax: 615.564.2701
©2020 Kimley-Horn and Associates, Inc.

5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kimley-horn.com

Kimley»Horn

KV+D
KISER VOGGIN DESIGN

GARY MICHAEL FORN
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT
NO. 0000000000
06-04-2020

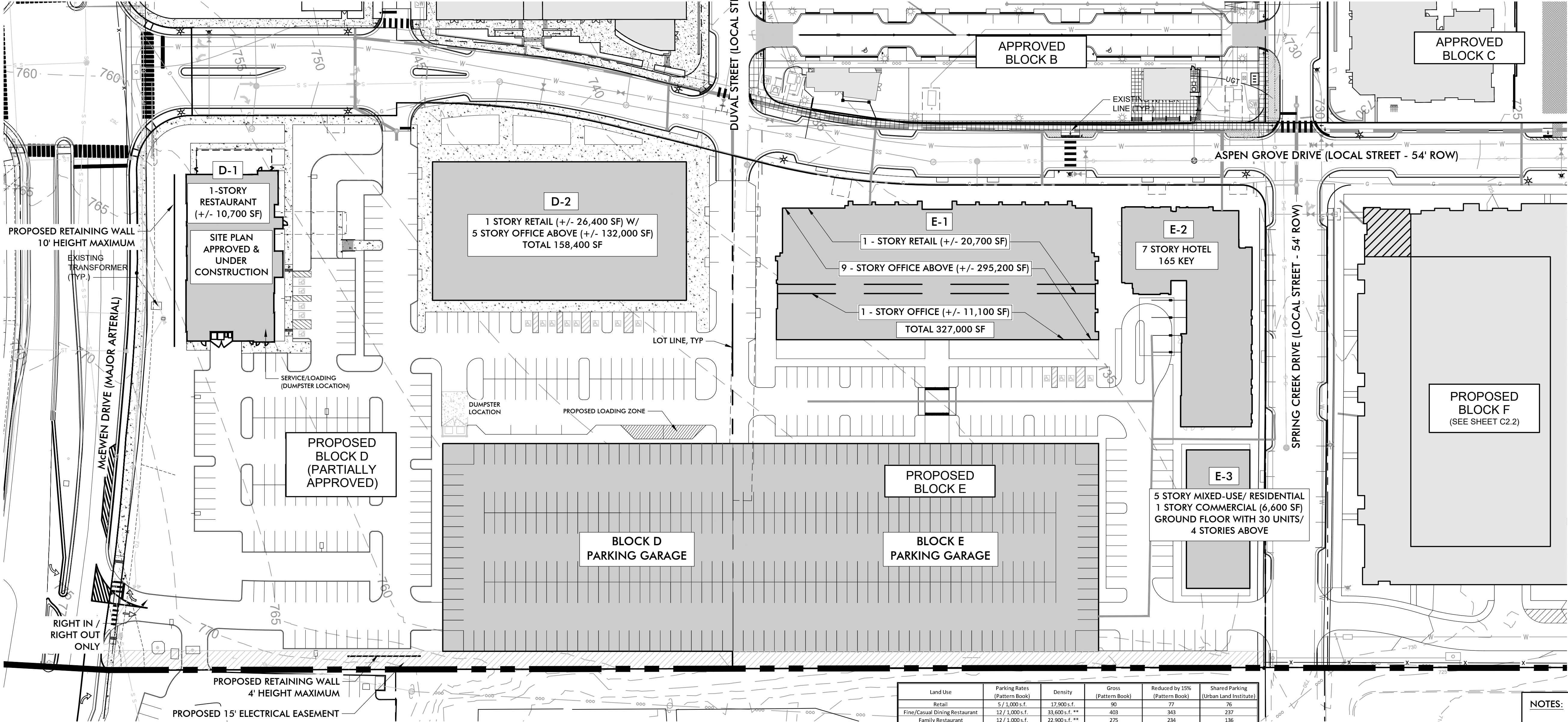
McEwen Place Town Center, Revision 7
(BLOCKS D,E,F & G) PUD DEVELOPMENT PLAN
DEVELOPMENT PLAN
COF# 7259
Franklin, Williamson Co, TN

REVISIONS:
06-04-2020 REVISIONS PER COF STAFF COMMENTS

DATE: 05.11.2020
DESIGNED BY: GNV
DRAWN BY: KMR
CHECKED BY: GNV
C.C. BY: CBW
SCALE: 1"= 120'
PROJECT #: 20001
SHEET NUMBER:

C2.0

McEWEN TOWN CENTER SECTION 3 DEVELOPMENT TAKE DOWN CHART							
DEVELOPMENT	APPROVAL DATE	PROPOSED RESIDENTIAL UNITS	REMAINING RESIDENTIAL UNITS	PROPOSED NON RESIDENTIAL SF	REMAINING NON RESIDENTIAL SF	HOTEL KEYS	REMAINING HOTEL KEYS
CURRENT CONCEPT PLAN ENTITLEMENTS	3/10/2009	950 DU	-	1,144,000 SF	-	150 KEYS	-
PROPOSED CONCEPT PLAN ENTITLEMENTS	-	1,191 DU	-	1,156,378 SF	-	315 KEYS	-
WHOLE FOODS COMMERCIAL SITE	-	-	1,191 DU	276,718 SF	879,660 SF	-	315 KEYS
THE DWELL	-	370 DU	821 DU	-	879,660 SF	-	315 KEYS
BLOCK B	11/16/2016	69 DU	752 DU	213,210 SF	666,450 SF	-	150 KEYS
BLOCK C	11/16/2016	272 DU	480 DU	-	666,450 SF	-	150 KEYS
BLOCK A	7/17/2018	-	480 DU	158,750 SF	507,700 SF	150 KEYS	165 KEYS
BLOCK D	4/4/2019	-	480 DU	169,100 SF	338,600 SF	-	165 KEYS
BLOCK E	4/4/2019	30 DU	450 DU	333,600 SF	5,000 SF	165 KEYS	-
BLOCK F	-	225 DU	225 DU	5000 SF	-	-	-
BLOCK G	-	225 DU	-	-	-	-	-



SITE DATA - BLOCK D

PROJECT NAME: McEWEN TOWN CENTER SECTION 3
COF PROJECT NUMBER: 7259
MAP, PARCEL NUMBER: 062-02223
ADDRESS: INTERSECTION OF ASPEN GROVE DRIVE, McEWEN DRIVE & SPRING CREEK DRIVE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 8
EXISTING ZONING: PD - PLANNED DISTRICT 10.18 DU/A
PROPOSED ZONING: PD-PLANNED DISTRICT 12.76 DU/A
CHARACTER AREA OVERLAY: MECO-4
OTHER APPLICABLE OVERLAYS: HEIGHT OVERLAY DISTRICT (HTO), FLOOD FRINGE OVERLAY (FFO)
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
SITE ACREAGE: +/- 5.75 AC
SITE SQUARE FOOTAGE: +/- 250,392.72 SF
PUD SITE ACREAGE: +/- 93.32 AC
PUD SITE SQUARE FOOTAGE: +/- 4,065,019 SF
TREE CANOPY: N/A
PARKLAND DEDICATION REQUIREMENT: SEE SHEET C0.0 AND SUPPLEMENTAL FORMAL PARKLAND DEDICATION APPLICATION
OPEN SPACE: REFER TO OPEN SPACE TAKE DOWN CHART ON SHEET C0.0 FOR DATA

BUILDING SQUARE FOOTAGE: REFER TO TAKE DOWN CHART ON THIS SHEET ABOVE FOR DATA
BUILDING HEIGHT: 1-6 STORIES
MINIMUM PERIMETER REQUIRED SETBACK LINES (PER PATTERN BOOK):
YARD FRONTING ON ANY STREET: 0-15 FEET
SIDE YARD: 0-5 FEET
REAR YARD: 0 FEET
DEVELOPERS:
BOYLE NASHVILLE LLC
2000 MERIDIAN BLVD, STE 250
FRANKLIN, TN 37067
CONTACT: ADAM BALLASH
615.550.5583
ABALLASH@BOYLE.COM
APPLICANT:
KISER & VOGGIN DESIGN
5005 MERIDIAN BLVD, STE 100
FRANKLIN, TN 37067
CONTACT: GARY VOGGIN
615.708.0567
GARY@KISERVOGGIN.COM

SITE DATA - BLOCK E

PROJECT NAME: McEWEN TOWN CENTER SECTION 3
COF PROJECT NUMBER: 7259
MAP, PARCEL NUMBER: 062-02223
ADDRESS: INTERSECTION OF ASPEN GROVE DRIVE, McEWEN DRIVE & SPRING CREEK DRIVE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 8
EXISTING ZONING: PD - PLANNED DISTRICT 10.18 DU/A
PROPOSED ZONING: PD-PLANNED DISTRICT 12.76 DU/A
CHARACTER AREA OVERLAY: MECO-4
OTHER APPLICABLE OVERLAYS: HEIGHT OVERLAY DISTRICT (HTO), FLOOD FRINGE OVERLAY (FFO)
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
SITE ACREAGE: +/- 4.46 AC
SITE SQUARE FOOTAGE: +/- 194,477.55 SF
PUD SITE ACREAGE: +/- 93.32 AC
PUD SITE SQUARE FOOTAGE: +/- 4,065,019 SF
TREE CANOPY: N/A
PARKLAND DEDICATION REQUIREMENT: SEE SHEET C0.0 AND SUPPLEMENTAL FORMAL PARKLAND DEDICATION APPLICATION
OPEN SPACE: REFER TO OPEN SPACE TAKE DOWN CHART ON SHEET C0.0 FOR DATA

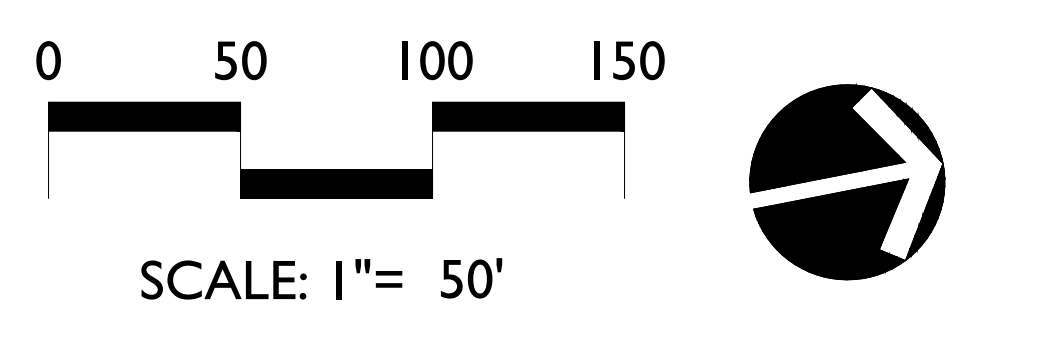
BUILDING SQUARE FOOTAGE: REFER TO TAKE DOWN CHART ON THIS SHEET ABOVE FOR DATA
BUILDING HEIGHT: 6-10 STORIES
MINIMUM PERIMETER REQUIRED SETBACK LINES (PER PATTERN BOOK):
YARD FRONTING ON ANY STREET: 0-15 FEET
SIDE YARD: 0-5 FEET
REAR YARD: 0 FEET
DEVELOPERS:
BOYLE NASHVILLE LLC
2000 MERIDIAN BLVD, STE 250
FRANKLIN, TN 37067
CONTACT: ADAM BALLASH
615.550.5583
ABALLASH@BOYLE.COM
APPLICANT:
KISER & VOGGIN DESIGN
5005 MERIDIAN BLVD, STE 100
FRANKLIN, TN 37067
CONTACT: GARY VOGGIN
615.708.0567
GARY@KISERVOGGIN.COM

Land Use	Parking Rates (Pattern Book)	Density	Gross (Pattern Book)	Reduced by 25% (Pattern Book)	Shared Parking (Urban Land Institute)
Retail	5 / 5,000 s.f.	17,900 s.f.	90	77	76
Fine/Casual Dining Restaurant	12 / 1,000 s.f.	33,600 s.f. **	403	343	237
Family Restaurant	12 / 1,000 s.f.	22,900 s.f. **	275	234	136
Hotel	1 / 1 room	165 rooms	165	141	69
Conference Rooms (in Hotel)	16.67 / 5,000 s.f.	3,000 s.f.	50	43	28
Residential	1.75 / 1 d.u.	30 d.u.	53	46	38
Office	3.33 / 1,000 s.f.	436,300 s.f.	1460	1341	1242
		TOTAL	2496	2125	1826
				14.9% reduction	26.8% reduction

NOTES:
NOTES:
** Includes 5,000 s.f. of outdoor patio for each restaurant type
Updated Densities as of 05/08/2020 -> Peak Period is December, Weekday, 2:00pm

PARKING DATA - BLOCKS D & E
REQUIRED OVERALL SHARED PARKING:
*APPLYING THE ULI SHARED PARKING MODEL TO THE BASE PARKING RATES PROVIDED IN THE KIMLEY-HORN & ASSOCIATES ULI SHARED PARKING EVALUATION, PER THE TABLE ABOVE.
BLOCK D PROVIDED PARKING:
PARKING DECK = 642 SPACES
SURFACE PARKING:
PARALLEL SPACES = 22 SPACES
HEAD-IN PARKING = 203 SPACES
TOTAL PARKING PROVIDED: 867 SPACES
BLOCK E PROVIDED PARKING:
PARKING DECK = 850 SPACES
SURFACE PARKING:
PARALLEL SPACES = 30 SPACES
HEAD-IN PARKING = 83 SPACES
TOTAL PARKING PROVIDED: 963 SPACES
BLOCK D & E OVERALL PARKING:
TOTAL REQUIRED PARKING: 1,826 SPACES
TOTAL PROVIDED PARKING: 1,830 SPACES
* REFER TO THE KIMLEY HORN & ASSOCIATES ULI SHARED PARKING EVALUATION UPDATE DATED 05/08/2020 FOR FURTHER INFORMATION, INCLUDING TRIP GENERATION STUDIES.

- NOTES:
- The McEwen Town Center Section 3 Development Take Down chart is only to provide the city of Franklin an estimate for the intended uses and densities within each section of the development. In the best interest of the City of Franklin and the applicant, the land owners reserve the right to adjust this chart based on market conditions that may affect the absorption of either residential units or commercial square footage as long as the approved entitlements are not exceeded.
 - Refer to Approved McEwen Place Town Center Pattern Book for detailed information regarding project description, plan objectives, district plans, illustrative details, architectural/landscape & parking standards.
 - Refer to the Approved Modifications of Standards for Signage for McEwen Town Center.



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Kimley»Horn

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Franklin, TN 37067
Main: 615.708.0567
www.kiservoggin.com

KV+D
KISER VOGGIN DESIGN

REVISIONS:
06-04-2020 REVISIONS PER COF STAFF COMMENTS

DATE: 05/11/2020
DESIGNED BY: GAV
DRAWN BY: KMR
CHECKED BY: GAV
C.C. BY: CBW
PROJECT #: 20001
SHEET NUMBER:

C2.1

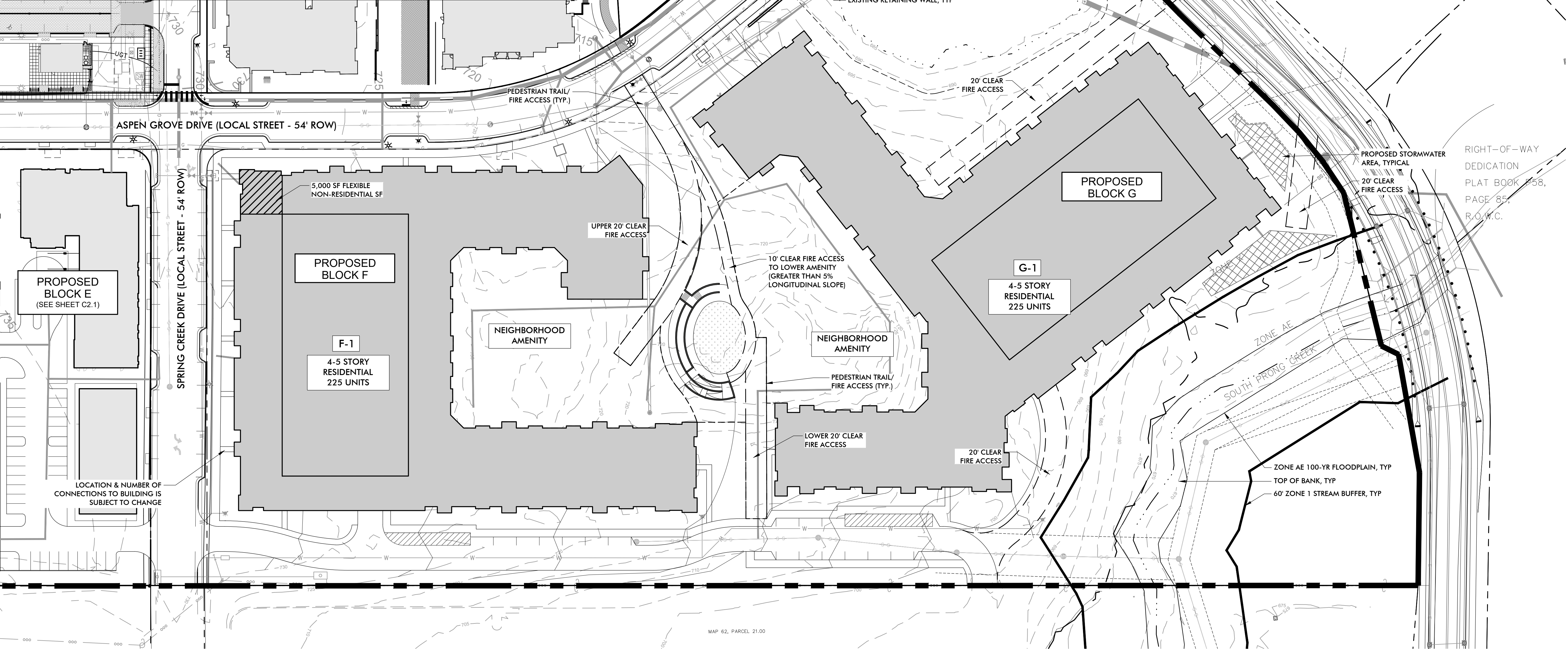
McEwen Place Town Center, Revision 7
(BLOCKS D,E,F & G) PUD DEVELOPMENT PLAN
ENLARGED D&E DEVELOPMENT PLAN
COF# 7259
Franklin, Williamson Co, TN

GARY MICHAEL
LANDSCAPE ARCHITECT
06-04-2020

Michael Voggin
LANDSCAPE ARCHITECT
06-04-2020

Page 32 of 143

McEWEN TOWN CENTER SECTION 3 DEVELOPMENT TAKE DOWN CHART							
DEVELOPMENT	APPROVAL DATE	PROPOSED RESIDENTIAL UNITS	REMAINING RESIDENTIAL UNITS	PROPOSED NON RESIDENTIAL SF	REMAINING NON RESIDENTIAL SF	HOTEL KEYS	REMAINING HOTEL KEYS
CURRENT CONCEPT PLAN ENTITLEMENTS	3/10/2009	950 DU	-	1,144,000 SF	-	150 KEYS	-
PROPOSED CONCEPT PLAN ENTITLEMENTS	-	1,191 DU	-	1,156,378 SF	-	315 KEYS	-
WHOLE FOODS COMMERCIAL SITE	-	-	1,191 DU	276,718 SF	879,660 SF	-	315 KEYS
THE DWELL	-	370 DU	821 DU	-	879,660 SF	-	315 KEYS
BLOCK B	11/16/2016	69 DU	752 DU	213,210 SF	666,450 SF	-	150 KEYS
BLOCK C	11/16/2016	272 DU	480 DU	-	666,450 SF	-	150 KEYS
BLOCK A	7/17/2018	-	480 DU	158,750 SF	507,700 SF	150 KEYS	165 KEYS
BLOCK D	4/4/2019	-	480 DU	169,100 SF	338,600 SF	-	165 KEYS
BLOCK E	4/4/2019	30 DU	450 DU	333,600 SF	5,000 SF	165 KEYS	-
BLOCK F	-	225 DU	225 DU	5000 SF	-	-	-
BLOCK G	-	225 DU	-	-	-	-	-



- NOTES:
1. This McEwen Town Center Section 3 Development Plan Take Down chart is only to provide the city of Franklin an estimate for the intended uses and densities within each section of the development. In the best interest of the city of Franklin and the applicant, the land owners reserve the right to adjust this chart based on market conditions that may affect the absorption of either residential units or commercial square footage as long as the approved entitlements are not exceeded.
 2. Refer to Approved McEwen Place Town Center Pattern Book for detailed information regarding project description, plan objectives, district plans, illustrative details, architectural/landscape & parking standards.
 3. Refer to the Approved Modifications of Standards for Signage for McEwen Town Center.

SITE DATA - BLOCK F

PROJECT NAME: McEWEN TOWN CENTER
COF PROJECT NUMBER: 7259
MAP, PARCEL NUMBER: 062-02222
ADDRESS: INTERSECTION OF ASPEN GROVE DRIVE, McEWEN DRIVE & SPRING CREEK DRIVE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 8

EXISTING ZONING: PD - PLANNED DISTRICT 10.18 DU/A
PROPOSED ZONING: PD-PLANNED DISTRICT 12.76 DU/A

CHARACTER AREA OVERLAY: MECO-4
OTHER APPLICABLE OVERLAYS: HEIGHT OVERLAY DISTRICT (HTO), FLOOD FRINGE OVERLAY (FFO)
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
SITE ACREAGE: +/- 5.00 AC
SITE SQUARE FOOTAGE: +/- 217,632 SF
PUD SITE ACREAGE: +/- 93.32 AC
PUD SITE SQUARE FOOTAGE: +/- 4,065,019 SF

TREE CANOPY: N/A
PARKLAND DEDICATION REQUIREMENT: SEE SHEET C0.0 AND SUPPLEMENTAL FORMAL PARKLAND DEDICATION APPLICATION
OPEN SPACE: REFER TO OPEN SPACE TAKE DOWN CHART ON SHEET C0.0 FOR DATA

BUILDING SQUARE FOOTAGE: REFER TO TAKE DOWN CHART ON THIS SHEET ABOVE FOR DATA
BUILDING HEIGHT: 4-5 STORIES

MINIMUM PERIMETER REQUIRED SETBACK LINES (PER PATTERN BOOK):
YARD FRONTING ON ANY STREET: 0-15 FEET
SIDE YARD: 0-5 FEET
REAR YARD: 0 FEET

DEVELOPERS:
NORTHWOOD RAVIN
1057 EAST MOREHEAD STREET
SUITE 300
CHARLOTTE, NC 28204
CONTACT: JEFF FURMAN
919.354.3677

APPLICANT:
KISER & VOGGIN DESIGN
5005 MERIDIAN BLVD. STE 100
FRANKLIN, TN 37067
CONTACT: GARY VOGGIN
615.708.0567
GARY@KISERVOGGIN.COM

SITE DATA - BLOCK G

PROJECT NAME: McEWEN TOWN CENTER
COF PROJECT NUMBER: 7259
MAP, PARCEL NUMBER: 062-02222
ADDRESS: INTERSECTION OF ASPEN GROVE DRIVE, McEWEN DRIVE & SPRING CREEK DRIVE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 8

EXISTING ZONING: PD - PLANNED DISTRICT 10.18 DU/A
PROPOSED ZONING: PD-PLANNED DISTRICT 12.76 DU/A

CHARACTER AREA OVERLAY: MECO-4
OTHER APPLICABLE OVERLAYS: HEIGHT OVERLAY DISTRICT (HTO), FLOOD FRINGE OVERLAY (FFO)
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
SITE ACREAGE: +/- 8.48 AC
SITE SQUARE FOOTAGE: +/- 369,487 SF
PUD SITE ACREAGE: +/- 93.32 AC
PUD SITE SQUARE FOOTAGE: +/- 4,065,019 SF

TREE CANOPY: N/A
PARKLAND DEDICATION REQUIREMENT: SEE SHEET C0.0 AND SUPPLEMENTAL FORMAL PARKLAND DEDICATION APPLICATION
OPEN SPACE: REFER TO OPEN SPACE TAKE DOWN CHART ON SHEET C0.0 FOR DATA

BUILDING SQUARE FOOTAGE: REFER TO TAKE DOWN CHART ON THIS SHEET ABOVE FOR DATA
BUILDING HEIGHT: 4-5 STORIES

MINIMUM PERIMETER REQUIRED SETBACK LINES (PER PATTERN BOOK):
YARD FRONTING ON ANY STREET: 0-15 FEET
SIDE YARD: 0-5 FEET
REAR YARD: 0 FEET

DEVELOPERS:
NORTHWOOD RAVIN
1057 EAST MOREHEAD STREET
SUITE 300
CHARLOTTE, NC 28204
CONTACT: JEFF FURMAN
919.354.3677

APPLICANT:
KISER & VOGGIN DESIGN
5005 MERIDIAN BLVD. STE 100
FRANKLIN, TN 37067
CONTACT: GARY VOGGIN
615.708.0567
GARY@KISERVOGGIN.COM

PARKING DATA - BLOCKS F & G

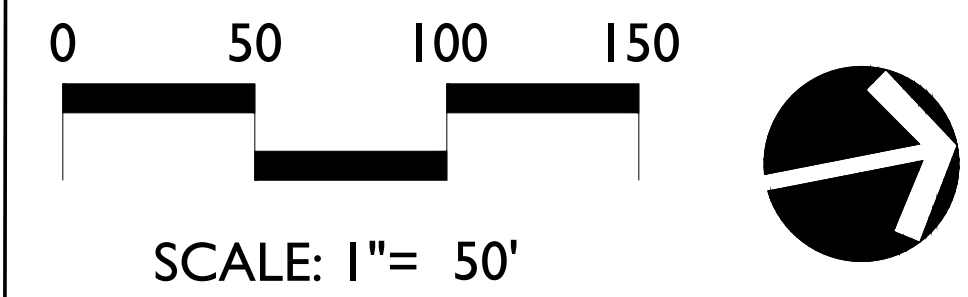
450 RESIDENTIAL UNITS @ 1.75 SPACES REQUIRED PER UNIT = 788 SPACES
5,000 SF RETAIL @ 5/1000 SPACES = 25 SPACES - MINUS 15% SHARING = 21 SPACES
TOTAL SPACES REQUIRED = 809 SPACES

BLOCK F PROVIDED PARKING:
PARKING DECK = 384 SPACES
SURFACE PARKING:
PARALLEL SPACES = 31 SPACES
TOTAL PARKING PROVIDED: 415 SPACES

BLOCK G PROVIDED PARKING:
PARKING DECK = 379 SPACES
SURFACE PARKING:
PARALLEL SPACES = 15 SPACES
TOTAL PARKING PROVIDED: 394 SPACES

BLOCK F & G OVERALL PARKING:
TOTAL REQUIRED PARKING: 809 SPACES
TOTAL PROVIDED PARKING: 809 SPACES

* REFER TO THE KIMLEY HORN & ASSOCIATES ULI SHARED PARKING EVALUATION UPDATE DATED 05/08/2020 FOR FURTHER INFORMATION, INCLUDING TRIP GENERATION STUDIES.

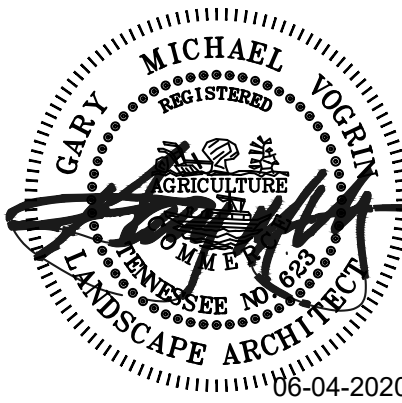


REVISIONS:
06-04-2020 REVISIONS PER COF STAFF COMMENTS

DATE: 05/11/2020
DESIGNED BY: GNV
DRAWN BY: KMR
CHECKED BY: GNV
C.C. BY: CBW
SCALE: 1"=30'
PROJECT #: 20001
SHEET NUMBER:

McEwen Place Town Center, Revision 7
(BLOCKS D,E,F & G) PUD DEVELOPMENT PLAN
ENLARGED F&G DEVELOPMENT PLAN

COF# 7259
Franklin, Williamson Co, TN



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KISER VOGGIN DESIGN

C2.2

DEVELOPER



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2000 Meridian Blvd.
Suite 250
Franklin, TN 37067
Contact: Adam Ballash
615.550.5583

LANDSCAPE ARCHITECT
/ APPLICANT



ARCHITECT



CIVIL ENGINEER



SURVEYOR

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906Studio
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Nashville, TN 37204
Contact: Ryan McMaster
615.564.2876

Harrah & Associates
1722A General George Patton
Drive
Suite 400
Brentwood, TN. 37207
Contact: Roger Harrah
615.778.0863

McEwen Place Town Center PUD Subdivision

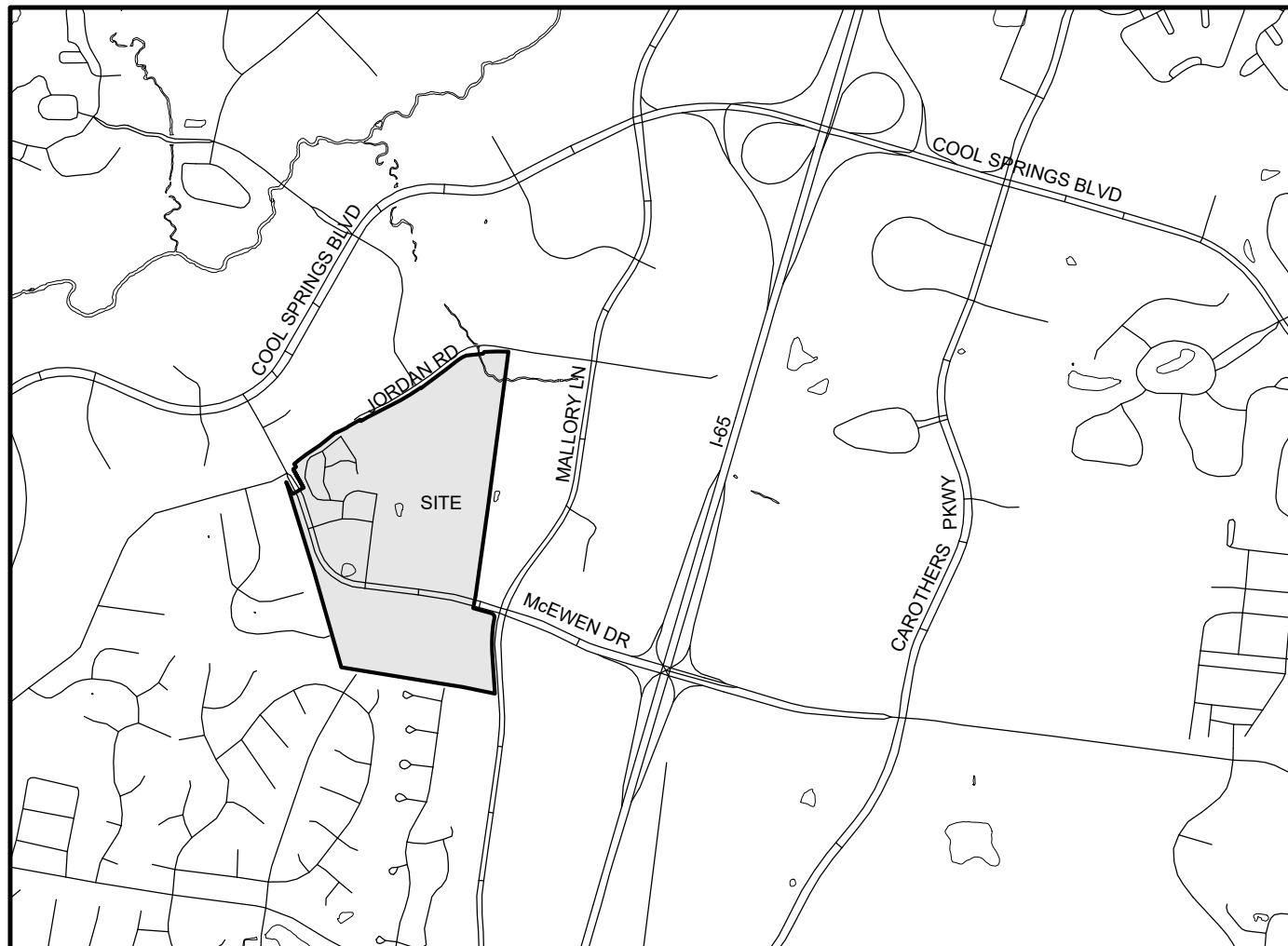
Development Plan, Section 3

Revision 7 - Blocks D, E, F, & G

TAX MAP 062, PARCELS 02204-02225

COF # 7259

FRANKLIN, WILLIAMSON CO., TN



SITE LOCATION MAP N.T.S

SHEET INDEX:	Sheet Number	Pre - Application Submittal	Initial Submittal	Re-Submittal	One Stop Submittal
COVER	C0.0	04-27-20	05-11-20	06-04-20	
LAST BOMA-APPROVED DEVELOPMENT PLAN	C0.1	04-27-20	05-11-20	06-04-20	
EXISTING CONDITIONS PLAN	C1.0	04-27-20	05-11-20	06-04-20	
EXISTING CONDITIONS w/ AERIAL	C1.1	04-27-20	05-11-20	06-04-20	
DEVELOPMENT PLAN	C2.0	04-27-20	05-11-20	06-04-20	
ENLARGED D&E DEVELOPMENT PLAN	C2.1	04-27-20	05-11-20	06-04-20	
ENLARGED F&G DEVELOPMENT PLAN	C2.2	04-27-20	05-11-20	06-04-20	
OVERALL GRADING & DRAINAGE PLAN	C3.0	04-27-20	05-11-20	06-04-20	
ENLARGED GRADING & DRAINAGE PLAN	C3.1	04-27-20	05-11-20	06-04-20	
ENLARGED GRADING & DRAINAGE PLAN	C3.2	04-27-20	05-11-20	06-04-20	
ENLARGED ROW AND ACCESS PLAN	C4.1	04-27-20	05-11-20	06-04-20	
ENLARGED ROW AND ACCESS PLAN	C4.2	04-27-20	05-11-20	06-04-20	
REFUSE COLLECTION ACCESS PLAN	C4.3		05-11-20	06-04-20	
REFUSE COLLECTION ACCESS PLAN	C4.4		05-11-20	06-04-20	
ENLARGED UTILITY PLAN	C5.1	04-27-20	05-11-20	06-04-20	
ENLARGED UTILITY PLAN	C5.2	04-27-20	05-11-20	06-04-20	
ARCHITECTURAL MASSINGS	A001		05-11-20	06-04-20	
ARCHITECTURAL MASSINGS	A002		05-11-20	06-04-20	
ARCHITECTURAL MASSINGS	A003		06-04-20		

McEwen Place Town Center Section 3														
OPEN SPACE DATA														
MINIMUM COMMON SPACE: 13.998 ACRES														
15% (10 % INFORMAL, 5% FORMAL)														
DEVELOPMENT	APPROVAL DATE	ACRES PER SECTION	ACRES CUMULATIVE	MIN. REQUIRED OPEN SPACE ACRES PER SECTION @ (15%)	MIN. REQUIRED OPEN SPACE ACRES CUMULATIVE @ (15%)	PROPOSED OPEN SPACE ACRES PER SECTION	PROPOSED OPEN SPACE ACRES CUMULATIVE	OPEN SPACE PERCENTAGE CUMULATIVE	REMAINING OPEN SPACE ACRES	MIN. REQUIRED OPEN SPACE ACRES FORMAL	PROPOSED OPEN SPACE ACRES FORMAL	MIN. REQUIRED OPEN SPACE ACRES INFORMAL	PROPOSED OPEN SPACE ACRES INFORMAL	
CONCEPT PLAN (REV. 1)	6/13/2006		88.041		13.206									
Lot 102 (McEwen Apartments)	9/26/2006	10.783	10.783	1.617	1.617	2.97	2.97	22.49%	10.236	0.66	0.539	1.321	1.6	
Lot 101, 104-143 (McEwen Townhomes)	4/26/2007	4.03	14.813	0.605	2.222	1.831	4.801	36.36%	8.405	0.202	0.811	0.403	1.26	
Lots 144-147 (Office/Retail Building)	7/26/2007	12.03	26.843	1.805	4.026	3.85	8.651	65.51%	4.555	0.602	0.293	1.203	2.4	
Lots 151-154 (Town Center)	3/27/2008	13.5	40.343	2.025	6.051	0.46	9.111	68.99%	4.095	0.675	0	1.35	0.46	
Lots 155 (Town Center)	7/25/2008	0.94	41.283	0.141	6.192	0.24	9.351	70.81%	3.855	0.047	0.24	0.094	0	
Lots 158 (Town Center)	7/25/2008	4.51	45.793	0.677	6.869	0	9.351	70.81%	3.855	0.226	0	0.451	0	
Lots 151- Rev 1 (California Pizza Kitchen)		0.31	N/A	0.047	N/A	0	9.351	70.81%	3.855	0.016	0	0.031	0	
Lot 150 (Whole Foods)		5.642	51.435	0.846	7.715	1.31	10.661	80.73%	2.545	0.282	0	0.564	1.31	
Required Open Space Remaining: 3.337														
NOTE: This chart above is a breakdown of open space achieved within sections of the McEwen Development of the required 13.998 acres of open space. 10.661 acres has been accommodated on approximately 51 of the 93 +/- acres within McEwen. This leaves a minimum of 3.337 acres still necessary to reach the required minimum.														
NORTHSIDE AT MCEWEN DEVELOPMENT (PUD DEVELOPMENT PLAN REVISION 3)														
Lot B (Northside McEwen Town Center)	11/16/2016	4.99	56.425	0.748	8.463	0.77	11.431	86.56%	2.567	0.249	0.77	0.500	0	
Lot C (Northside McEwen Town Center)	11/16/2016	7.23	63.655	1.084	9.548	5.01	16.441	100.00%	0	0.361	1.47	0.723	3.54	
Lot A (Northside McEwen Town Center)	7/17/2018	4.88	68.532	0.731	10.279	0	16.441	100.00%	0	0.243	0	0.488	0	
Lot D (Northside McEwen Town Center)	4/4/2019	5.75	74.285	0.863	11.142	1.76	18.201	100.00%	0	0.288	0	0.575	0	
Lot E (Northside McEwen Town Center)	4/4/2019	4.46	78.745	0.669	11.811	1.11	19.311	100.00%	0	0.223	0	0.446	0	
Lot F (Northside McEwen Town Center)	--	5.00	83.745	0.750	12.561	2.27	21.581	100.00%	0	0.250	0	0.500	0	
Lot G (Northside McEwen Town Center)	--	8.48	92.225	1.272	13.833	5.74	27.321	100.00%	0	0.424	0	0.848	0	

- NOTES:
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 - Refer to Approved McEwen Place Town Center Pattern Book for detailed information regarding project description, plan objectives, district plans, illustrative details, architectural/landscape & parking standards.
 - Refer to the Approved Modifications of Standards for Signage for McEwen Town Center.

CONDITIONS OF APPROVAL
(PER THE APPROVED PUD DEVELOPMENT PLAN C.O.F. #2150 | FMPC 01.22.09):

- MODIFICATION OF STANDARDS:
 - ~~MOS1 Setbacks: This modification of standards request is not necessary. The applicant is requesting to reduce the side and rear setbacks to 0' for internal property lines within the McEwen PUD boundary. Since the McEwen PUD already has established setbacks of 0'-5' for side and 0' for rear, the proposed Whole Foods site that is being added to the McEwen PUD boundary will fall under the same setback standard.~~
 - MOS2 Parking Stall Depth for Angle Parking: Approve the request to reduce the parking stall depth to 20' for 60 degree angle parking. (Plan)
 - MOS3 Primary Drive Aisles: Approve the request to remove the requirement for parallel parking spaces along both sides of the primary drive aisle.
 - MOS4 Off-Street Parking Location and Building Placement in Conventional Areas: ~~Since this is the last undeveloped corner of the West McEwen Drive/Mallory Lane intersection, Planning Commission should decide whether the building should be placed on the corner with a maximum of 60 feet in parking between the building and streets along the perimeter of the site or whether the building may be located elsewhere on the corner lot with no parking limit along Mallory Lane or West McEwen Drive. (Plan)~~ Approve the request to allow off street parking lots exceeding 60 feet in width between the building and perimeter streets of the site (Plan).
 - MOS5 Fences and Walls Used for Screening Vehicular Use Areas: Approve the request to remove the requirement for a 3'-6' solid masonry wall to be located on a major intersection to screen the vehicular use area. (Plan)
 - MOS6 Maximum Lighting Height: ~~Deny~~ Approve the request to increase the maximum height limit for lighting fixtures to 30 feet.
 - MOS7 Exterior Lighting: Deny the request to allow the wattage of architectural lighting to be proportional to the height and scale of the architectural feature and the request to allow changing light intensity and/or color for architectural enhancements. Changing light intensity and/or color may be used on a temporary basis for Special Events within Special Signage District 2 identified for MOS8. (Codes)
 - MOS8 Signage Standards: Approve the request to allow signage detailed in Exhibit A-8 as provided by the applicant with the following conditions (Plan/Codes):

- The Modification of Standards for signage only applies to Special Signage Districts 1 and 2, as shown on the map submitted by the applicant on January 8, 2009. All signage modifications would apply to Special Signage District 2. All signage modifications with the exception of 2m. Specialty Billboards and Video Monitors, 3e. Neon/LED/Small Bulb Lighting, and 3f. Scrolling/Ticker-tape Style Signage would be allowed in Special Signage District 1.
 - Signage located within Special Signage District 2 shall not be visible from Mallory Lane or West McEwen Drive.
 - Deny the part of item 1c, Monument/Ground-Mounted Signs, that sets separate dimensional standards for a multi-tenant sign. The first part of this item that increases the size and height that is allowed for monument signs shall apply to single and multi-tenant signs. There is not justification to support that the standards for single and multi-tenant signs should be differentiated by a Modification of Standards.
 - Deny item 2j, Building Top Signs. No rooftop or building top signs will be allowed in the McEwen PUD.
 - Deny the portion of item 1b, Gateway/Entry Signage that allows gateway or entry signage to span a roadway. No signage shall be allowed to span or be located above a public roadway. Street names on all sheets (including exhibits) shall be coordinated.
 - Street names shall conform to the approved addressing plan for the McEwen PUD. (Plan)
 - Applicant shall submit a revised master stormwater management plan which encompasses the entire PUD, including the newly added parcel. (Eng)
 - The applicant shall maximize the protection of natural features, develop a site design that minimizes overall site imperviousness, and utilizes natural systems for stormwater management. (Eng)
 - Applicant shall explore green infrastructure practices in lieu of curb and gutter, and grading shall work with existing topography to the maximum extent possible. (Eng)
 - The applicant shall show the floodplain elevation for South Prong Creek. (Eng)
 - The applicant shall show and label the existing sanitary sewer line in the northeast corner of the property. (Eng)
 - The applicant shall label adjacent property owners. (Eng)
 - The applicant shall label right-of-way for McEwen Drive and Mallory Lane. (Eng)
 - On Whole Foods site preliminary layout, the applicant shall ensure that the existing sanitary sewer line that is on that lot is not built over and whoever it serves has another source of sanitary sewer. (Eng)
 - The applicant shall delete the proposed driveway connection with McEwen Drive, in accordance with the Franklin Transportation and Street Technical Standards section 3.3.25(3)(v). (Eng)
- The applicant shall obtain and provide documentation of agreement from the adjoining property owners for the two cross-access easements. (The southern cross-access location will require a final plat revision on the part of that adjoining property owner). (Eng)
- The following conditions related to technical requirements shall be addressed:
 - Department by the Tuesday prior to the next Board of Mayor and Aldermen meeting in order to be placed on their next regular agenda. (Plan)
 - Upon final approval by the Board of Mayor and Aldermen, the conditions listed below and any other conditions placed on the project by the Board, shall be corrected with the submittal of nine (9) copies of the revised concept plan and pattern book to the Codes Administration Department prior to the submittal of any subsequent site plans, unless otherwise expressly noted. All revisions to the approved plans shall be "clouded." A response letter, addressing each condition of approval listed below, shall be included with the first site plan submittal. (Plan/Codes)
 - The corrected Concept Plan(s) shall be submitted at least two weeks prior to submittal of any site plans for this project. This time frame may be reduced by staff, so long as the corrected Concept Plan(s) are submitted prior to Site Plan submittal. Contact the Planning Department to discuss a reduction in this time frame. (Plan/Codes)
 - The city's project identification number shall be included in the title block of all sheets and on all correspondence with any city department relative to this project (Plan/Codes).
 - Because the applicant is not required to submit detailed plans with the submittal of a concept plan, we reserve the right to make additional comments regarding future submittals as that we are not addressing site plan details at this stage. In addition, the applicant shall not assume that any details such as access locations, building locations, parking lot configurations and so forth, are being approved or agreed upon as part of this plan. (Eng)
- Pedestrian connections shall be made to the sidewalks that are on both West McEwen Drive and Mallory Lane at the site plan level, or a pedestrian circulation map shall be shown so that it is clear that this has been thought out by the applicant.

OVERALL SITE DATA

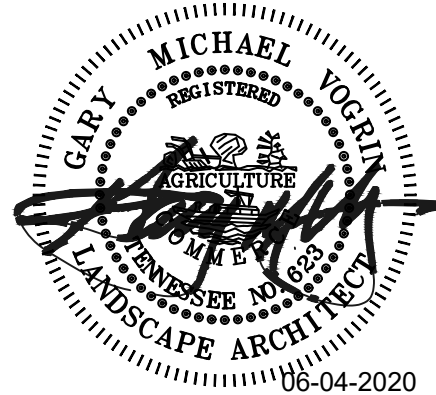
PROJECT NAME:
MCEWEN TOWN CENTER
COF PROJECT NUMBER: **7259**
TAX MAP, PARCEL NUMBERS: **062- 02204-02225**
ADDRESS: **INTERSECTION OF ASPEN GROVE DRIVE, MCEWEN DRIVE, JORDAN ROAD, & MALLORY LANE**
CITY: **FRANKLIN**
COUNTY: **WILLIAMSON**
STATE: **TENNESSEE**
CIVIL DISTRICT: **8**

EXISTING ZONING: **PD - PLANNED DISTRICT**
10.18 DU/A | 1,144,000 Non-Residential SF | 150 Hotel Keys
PROPOSED ZONING: **PD-PLANNED DISTRICT**
12.76 DU/A | 1,156,378 Non-Residential SF | 315 Hotel Keys

CHARACTER AREA OVERLAY: **MECO-4**
OTHER APPLICABLE OVERLAYS: **HEIGHT OVERLAY DISTRICT (HTO), FLOOD FRINGE OVERLAY (FFO)**
APPLICABLE DEVELOPMENT STANDARD: **CONVENTIONAL**
PUD SITE ACREAGE: +/- **93.32 AC**
PUD SITE SQUARE FOOTAGE: +/- **4,065,019 SF**
SETBACKS:
FRONT: 0'-15'
REAR: 0'-5'
SIDE: 0'
BUILDING HEIGHTS: **HTO, 1-10 STORIES**

McEwen Town Center Section 3 Development Take Down Chart						
DEVELOPMENT	APPROVAL DATE	PROPOSED RESIDENTIAL UNITS	REMAINING RESIDENTIAL UNITS	PROPOSED NON RESIDENTIAL SF	REMAINING NON RESIDENTIAL SF	HOTEL KEYS
CURRENT CONCEPT PLAN ENTITLEMENTS	3/10/2009	950 DU	-	1,144,000 SF	-	150 KEYS
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THE DWELL	-	370 DU	821 DU	-	879,660 SF	315 KEYS
BLOCK B	11/16/2016	69 DU	752 DU	213,210 SF	666,450 SF	150 KEYS
BLOCK C	11/16/2016	272 DU	480 DU	-	666,450 SF	150 KEYS
BLOCK A	7/17/2018	-	480 DU	158,750 SF	507,700 SF	150 KEYS
BLOCK D	4/4/2019	-	480 DU	169,100 SF	338,600 SF	165 KEYS
BLOCK E	4/4/2019	30 DU	450 DU	333,600 SF	5,000 SF	165 KEYS
BLOCK F	-	225 DU	225 DU	5000 SF	-	-
BLOCK G	-	225 DU	-	-	-	-

NOTE: REVISION 7 IS TO ADD AN ADDITIONAL 12,738 SF OF NON-RESIDENTIAL, 165 KEYS, AND 241 RESIDENTIAL DWELLING UNITS. REFER TO THE DEVELOPMENT PLAN TAKE DOWN CHART.



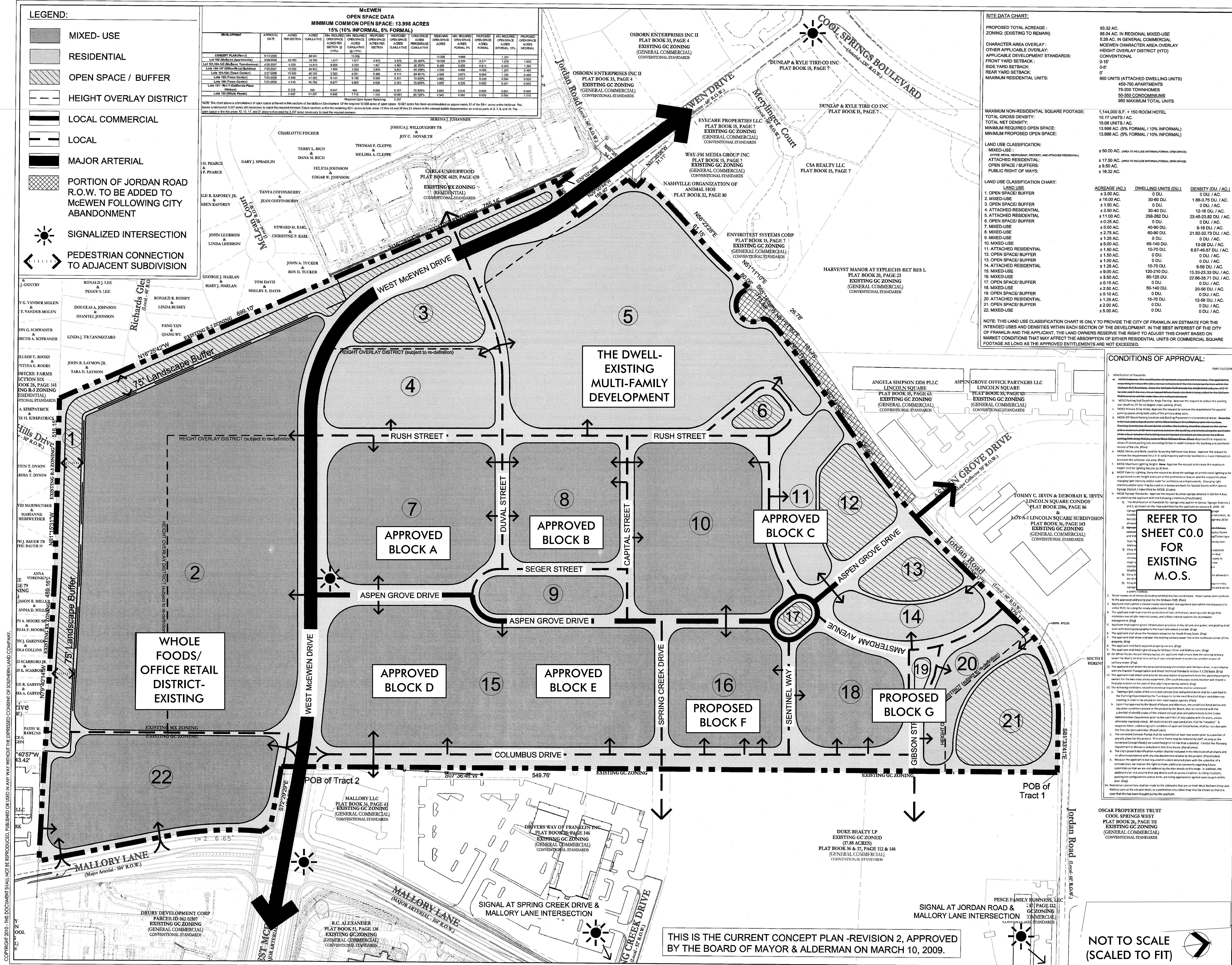
KVD PROJECT# : 20001
COF # : 7259

Sheet #:

C0.0

DATE: 05-11-2020

NOT FOR CONSTRUCTION



THE APPROVED PUD DEVELOPMENT PLAN - REVISION 2 IS FOR REFERENCE ONLY.

MCEWEN P.U.D. SUBDIVISION

REGULATING PLAN, SECTION ONE & TWO

EIGHTH & NINTH CIVIL DISTRICT
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

SOUTHERN LAND COMPANY
Southern Land Company, LLC
1550 W. Jefferson Avenue, Nashville, Tennessee 37067
Office: (615) 778-1350 Fax: (615) 778-2525 www.southernland.com

McEwen Place Town Center, Revision 7

(BLOCKS D, E, F & G) PUD DEVELOPMENT PLAN

LAST BOMA-APPROVED DEVELOPMENT PLAN

COF# 7259

Franklin, Williamson Co, TN

Michael Vogrin
Professional Engineer
No. 0000000000
Tennessee
Landscaping Architecture
06-04-2020

Kimley»»Horn

KV+D

KISER VOGGIN DESIGN

214 Countryside Drive
Nashville, TN 37204
Main: 615-564-2701
Cell: 615-564-2702
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McEwen P.U.D. SUBDIVISION

REGULATING PLAN, SECTION ONE & TWO

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CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

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McEwen Place Town Center, Revision 7

(BLOCKS D, E, F & G) PUD DEVELOPMENT PLAN

LAST BOMA-APPROVED DEVELOPMENT PLAN

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McEwen Place Town Center, Revision 7

(BLOCKS D, E, F & G) PUD DEVELOPMENT PLAN

LAST BOMA-APPROVED DEVELOPMENT PLAN

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REGULATING PLAN, SECTION ONE & TWO

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McEwen Place Town Center, Revision 7

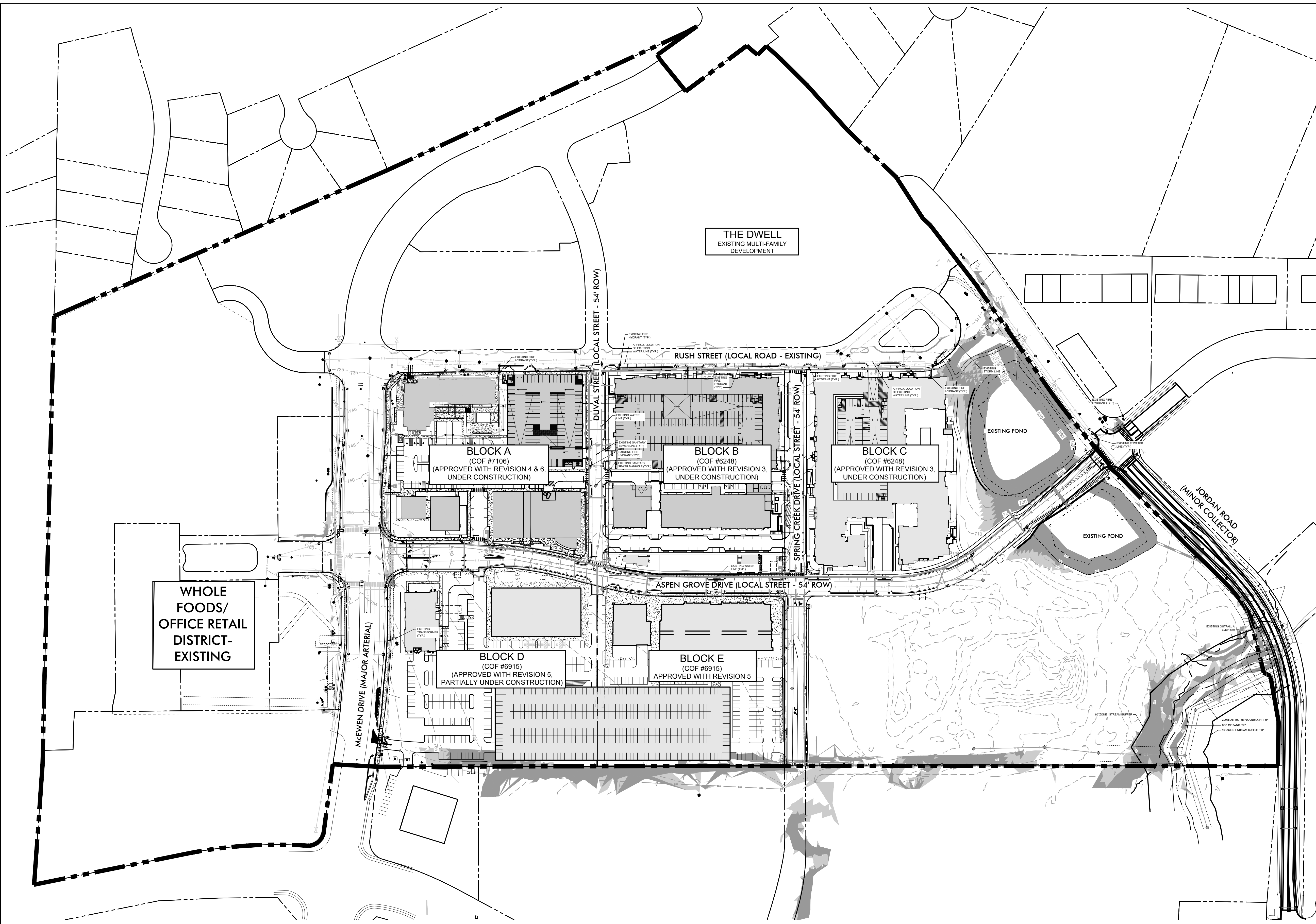
(BLOCKS D, E, F & G) PUD DEVELOPMENT PLAN

LAST BOMA-APPROVED DEVELOPMENT PLAN

COF# 7259

Franklin, Williamson Co, TN

Michael Vogrin
Professional Engineer
No. 0000000000
Tennessee
Landscaping Architecture
06-04-2020



OVERALL SITE DATA

PROJECT NAME:
McEWEN PLACE TOWN CENTER
COF PROJECT NUMBER: 7259
TAX MAP, PARCEL NUMBERS: 062-02204-02225
ADDRESS: INTERSECTION OF ASPEN GROVE DRIVE, McEWEN DRIVE, JORDAN ROAD, & MALLORY LANE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 8

EXISTING ZONING: PD - PLANNED DISTRICT
10.18 DU/A | 1,144,000 Non-Residential SF | 150 Hotel Keys
PROPOSED ZONING: PD-PLANNED DISTRICT
12.76 DU/A | 1,156,378 Non-Residential SF | 315 Hotel Keys
CHARACTER AREA OVERLAY: MECO-4
OTHER APPLICABLE OVERLAYS: HEIGHT OVERLAY DISTRICT (HTO), FLOOD FRINGE OVERLAY (FFO)
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL

PUD SITE ACREAGE: +/- 93.32 AC
PUD SITE SQUARE FOOTAGE: +/- 4,065,019 SF
SETBACKS:
FRONT: 0'-15'
REAR: 0'-5'
SIDE: 0'
BUILDING HEIGHTS: HTO, 1-10 STORIES

SURVEY NOTES

1. THE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM OF 1983 AND IS GPS DERIVED. VERTICAL DATUM IS NAVD 88 AND IS BASED ON GEOID MODEL 2012A.

2. BASE INFORMATION WAS TAKEN FROM A TOPOGRAPHIC SURVEY PREPARED BY HARRAH & ASSOCIATES, DATED DECEMBER 12, 2014. 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. THE CONSULTANT HAS FOUND NO EVIDENCE OF THE MINERAL RIGHTS OF THIS PROPERTY BEING TRANSFERRED TO ANY PARTY OTHER THAN THE OWNER.

4. A PORTION OF THIS PROJECT IS LOCATED IN A FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 47187C0204F AND 47187C0212F, DATED SEPTEMBER 28, 2006, ZONE "X".

STORMWATER NARRATIVE

IN THE CURRENT CONDITION, DURING A STORM EVENT STORMWATER SHEET FLOWS FOR THE FIRST 100' BEFORE MOVING TO SHALLOW CONCENTRATED FLOW WHERE IT DISCHARGES INTO WET RETENTION PONDS ON THE NORTHERN PORTION OF THE SITE. ONCE THE WATER SURFACE ELEVATION RISES IT DISCHARGES INTO AN EXISTING OUTLET STRUCTURE AT THE NORTH OF THE SITE AT ELEVATION = 689.3.

PLANNED ROADWAY NETWORK NOTE

1. NO PORTIONS OF THE PLANNED ROADWAY NETWORK ARE WITHIN 1500' OF THE SITE PER THE FRANKLIN MAJOR THOROUGHFARE PLAN.

SLOPE LEGEND

EXISTING SLOPES	SHADE
14-19.99%	
20%+	

OUTFALL A GRADING AND DRAINAGE CHART		
	PRE-DEV OFFSITE	PRE-DEV ONSITE
TOTAL AREA (ACRES)	+/- 8.87 AC	44.89 AC
IMPERVIOUS AREA (ACRES)	+/- 6.20 AC	0
DISTURBED AREA (ACRES)	0	0
2-YEAR STORM FLOW RATE	19.34 CFS	27.80 CFS
5-YEAR STORM FLOW RATE	25.53 CFS	48.19 CFS
10-YEAR STORM FLOW RATE	30.67 CFS	66.25 CFS
25-YEAR STORM FLOW RATE	37.64 CFS	94.64 CFS
50-YEAR STORM FLOW RATE	43.03 CFS	119.41 CFS
100-YEAR STORM FLOW RATE	49.00 CFS	145.92 CFS

ADDITIONAL NOTES:

1. MINERAL RIGHTS OWNED BY OWNER.

0120240360

SCALE: 1"= 120'

Survey Prepared by:

Harrah and Associates
504 Autumn Spring Court
Suite B-15
Franklin, Tn. 37067
615.778.0863

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Main: 615.708.0567
www.khvogrin.com

Kimley»HornKV+DKISER VOGGRIN DESIGN

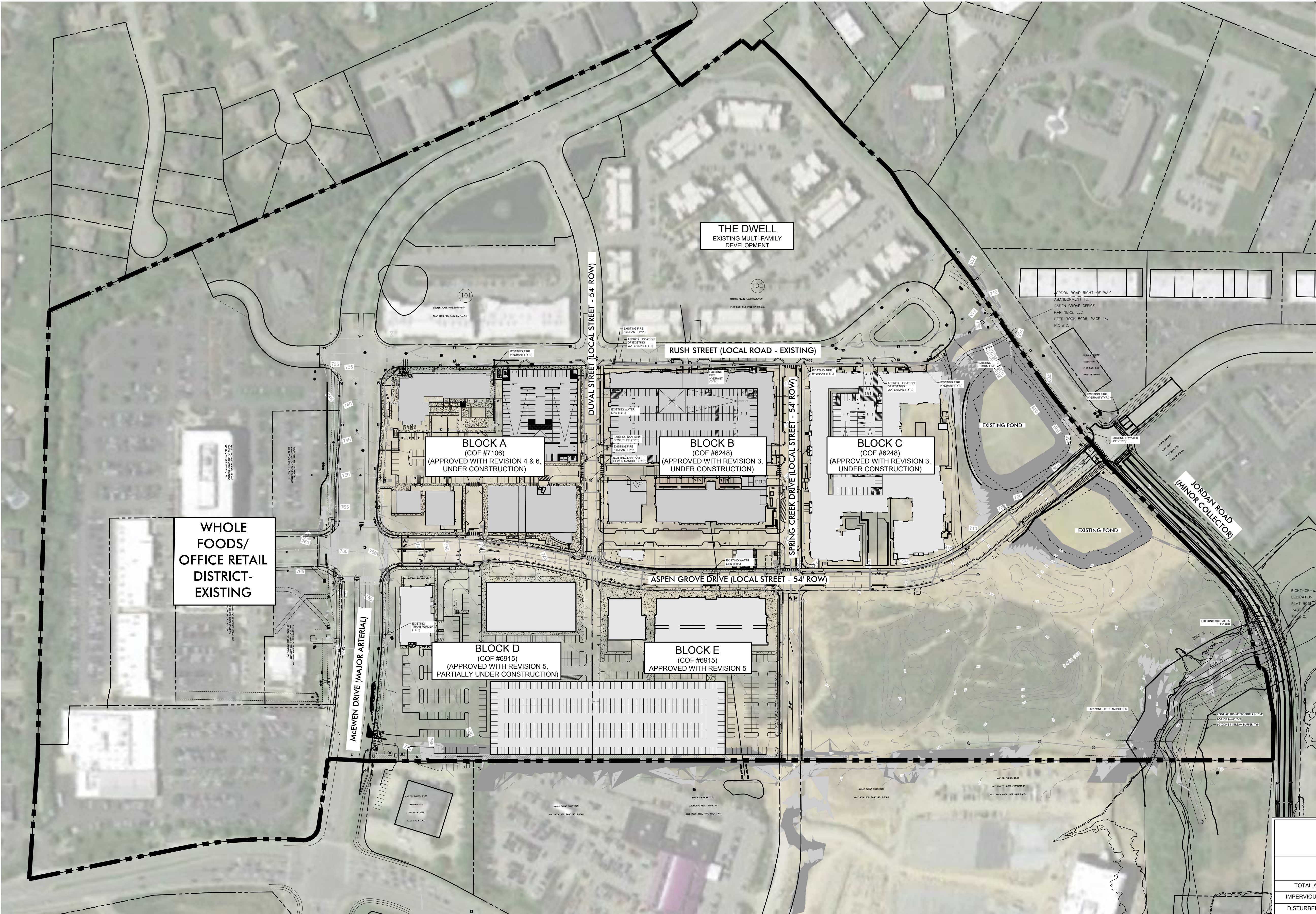
CARYMICHAEL VOGRIN
LANDSCAPE ARCHITECT
06-04-2020

McEwen Place Town Center, Revision 7
(BLOCKS D,E,F & G) PUD DEVELOPMENT PLAN
EXISTING CONDITIONS PLAN
COF# 7259
Franklin, Williamson Co, TN

REVISIONS:
06-04-2020 REVISIONS PER COF STAFF COMMENTS

DATE: 05.11.2020
DESIGNED BY: GNV
DRAWN BY: KMR
CHECKED BY: GNV
C.C. BY: CBW
SCALE: 1"= 120'
PROJECT #: 20001
SHEET NUMBER:

C1.0



OVERALL SITE DATA

PROJECT NAME:
McEwen Place Town Center
COF PROJECT NUMBER: **7259**
TAX MAP, PARCEL NUMBERS: **062- 02204-02225**
ADDRESS: **INTERSECTION OF ASPEN GROVE DRIVE, McEWEN DRIVE, JORDAN ROAD, & MALLORY LANE**
CITY: **FRANKLIN**
COUNTY: **WILLIAMSON**
STATE: **TENNESSEE**
CIVIL DISTRICT: **8**

EXISTING ZONING: **PD - PLANNED DISTRICT**
10.18 DU/A | 1,144,000 Non-Residential SF | 150 Hotel Keys
PROPOSED ZONING: **PD-PLANNED DISTRICT**
12.76 DU/A | 1,156,378 Non-Residential SF | 315 Hotel Keys
CHARACTER AREA OVERLAY: **MECO-4**
OTHER APPLICABLE OVERLAYS: **HEIGHT OVERLAY DISTRICT (HTO), FLOOD FRINGE OVERLAY (FFO)**
APPLICABLE DEVELOPMENT STANDARD: **CONVENTIONAL**

PUD SITE ACREAGE: **+/- 93.32 AC**
PUD SITE SQUARE FOOTAGE: **+/- 4,065,019 SF**
SETBACKS:
FRONT: 0'-15'
REAR: 0'-5'
SIDE: 0'
BUILDING HEIGHTS: **HTO, 1-10 STORIES**

- SURVEY NOTES**
1. THE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM OF 1983 AND IS GPS DERIVED. VERTICAL DATUM IS NAVD 88 AND IS BASED ON GEOID MODEL 2012A.
 2. BASE INFORMATION WAS TAKEN FROM A TOPOGRAPHIC SURVEY PREPARED BY HARRAH & ASSOCIATES, DATED DECEMBER 12, 2014. 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. THE CONSULTANT HAS FOUND NO EVIDENCE OF THE MINERAL RIGHTS OF THIS PROPERTY BEING TRANSFERRED TO ANY PARTY OTHER THAN THE OWNER.
 4. A PORTION OF THIS PROJECT IS LOCATED IN A FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 47187C0204F AND 47187C0212F, DATED SEPTEMBER 28, 2006, ZONE "X".

STORMWATER NARRATIVE

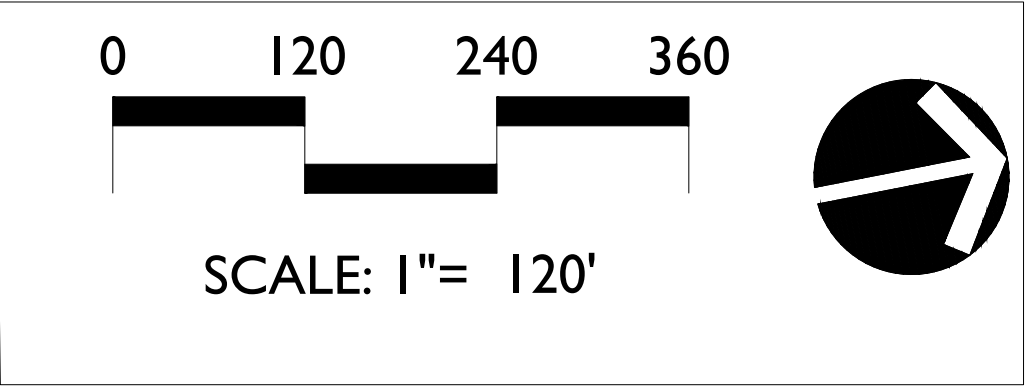
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PLANNED ROADWAY NETWORK NOTE

1. NO PORTIONS OF THE PLANNED ROADWAY NETWORK ARE WITHIN 1500' OF THE SITE PER THE FRANKLIN MAJOR THOROUGHFARE PLAN.

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

OUTFALL A GRADING AND DRAINAGE CHART		
	PRE-DEV OFFSITE	PRE-DEV ONSITE
TOTAL AREA (ACRES)	+/- 8.87 AC	44.89 AC
IMPERVIOUS AREA (ACRES)	+/- 6.20 AC	0
DISTURBED AREA (ACRES)	0	0
2-YEAR STORM FLOW RATE	19.34 CFS	27.80 CFS
5-YEAR STORM FLOW RATE	25.53 CFS	48.19 CFS
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50-YEAR STORM FLOW RATE	43.03 CFS	119.41 CFS
100-YEAR STORM FLOW RATE	49.00 CFS	145.92 CFS



Survey Prepared by:
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504 Autumn Spring Court
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615.778.0863

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Franklin, TN 37067
Main: 615.708.0567
www.khv+d.com

KV+D

KISER VOGRIN DESIGN

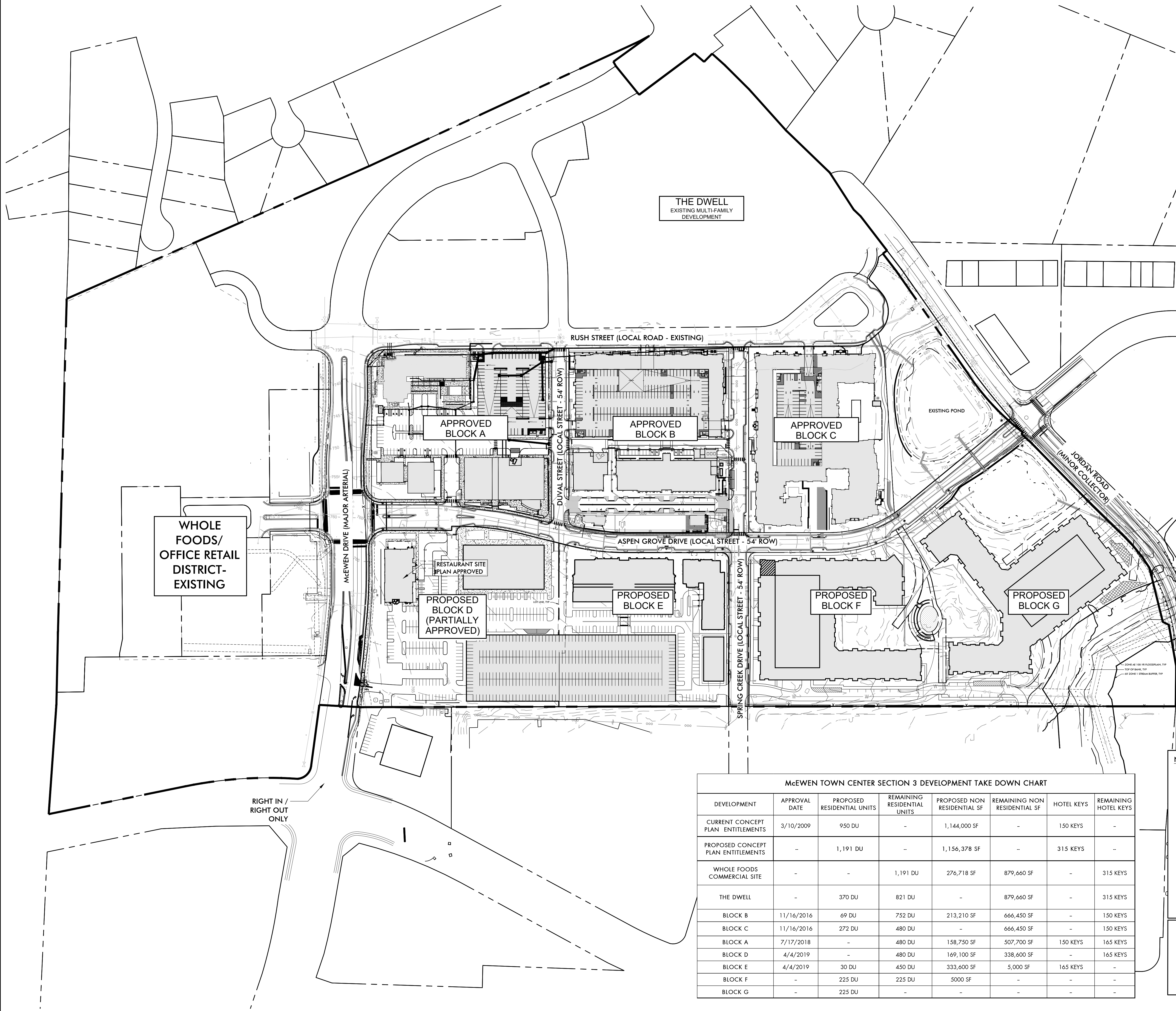
DATE: 05.11.2020
DESIGNED BY: GNV
DRAWN BY: KMR
CHECKED BY: GNV
C.C. BY: CBW
SCALE: 1"= 120'
PROJECT #: 20001
SHEET NUMBER:

C.I.1

REVISIONS:
06-04-2020 REVISIONS PER COF STAFF COMMENTS

McEwen Place Town Center, Revision 7
(BLOCKS D,E,F & G) PUD DEVELOPMENT PLAN
EXISTING CONDITIONS WITH AERIAL
COF# 7259
Franklin, Williamson Co, TN

GARY MICHAEL VOGRIN
LANDSCAPE ARCHITECT
06-04-2020



OVERALL SITE DATA

PROJECT NAME:
McEWEN PLACE TOWN CENTER

COF PROJECT NUMBER: 7259

TAX MAP, PARCEL NUMBERS: 062- 02204-02225

ADDRESS: INTERSECTION OF ASPEN GROVE DRIVE, McEWEN DRIVE, JORDAN ROAD, & MALLORY LANE

CITY: FRANKLIN

COUNTY: WILLIAMSON

STATE: TENNESSEE

CIVIL DISTRICT: 8

EXISTING ZONING: PD - PLANNED DISTRICT

10.18 DU/A | 1,144,000 Non-Residential SF | 150 Hotel Keys

PROPOSED ZONING: PD-PLANNED DISTRICT

12.76 DU/A | 1,156,378 Non-Residential SF | 315 Hotel Keys

CHARACTER AREA OVERLAY: MECO-4

OTHER APPLICABLE OVERLAYS: HEIGHT OVERLAY DISTRICT (HTO), FLOOD FRINGE OVERLAY (FFO)

APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL

PUD SITE ACREAGE: +/- 93.32 AC

PUD SITE SQUARE FOOTAGE: +/- 4,065,019 SF

SETBACKS:

FRONT: 0'-15'

REAR: 0'-5'

SIDE: 0'

BUILDING HEIGHTS: HTO, 1-10 STORIES

Parking	
Land Use	Parking Rates (Pattern Book)
Retail	5 / 1,000 s.f.
Fine/Casual Dining Restaurant	12 / 1,000 s.f.
Family Restaurant	12 / 1,000 s.f.
Hotel	1 / room
Conference Center	16.67 / 1,000 s.f.
Office	3.33 / 1,000 s.f.
Residential	1.75 / unit
NOTE: Includes UU shared parking factor	

McEWEN TOWN CENTER SECTION 3 DEVELOPMENT TAKE DOWN CHART							
DEVELOPMENT	APPROVAL DATE	PROPOSED RESIDENTIAL UNITS	REMAINING RESIDENTIAL UNITS	PROPOSED NON RESIDENTIAL SF	REMAINING NON RESIDENTIAL SF	HOTEL KEYS	REMAINING HOTEL KEYS
CURRENT CONCEPT PLAN ENTITLEMENTS	3/10/2009	950 DU	-	1,144,000 SF	-	150 KEYS	-
PROPOSED CONCEPT PLAN ENTITLEMENTS	-	1,191 DU	-	1,156,378 SF	-	315 KEYS	-
WHOLE FOODS COMMERCIAL SITE	-	-	1,191 DU	276,718 SF	879,660 SF	-	315 KEYS
THE DWELL	-	370 DU	821 DU	-	879,660 SF	-	315 KEYS
BLOCK B	11/16/2016	69 DU	752 DU	213,210 SF	666,450 SF	-	150 KEYS
BLOCK C	11/16/2016	272 DU	480 DU	-	666,450 SF	-	150 KEYS
BLOCK A	7/17/2018	-	480 DU	158,750 SF	507,700 SF	150 KEYS	165 KEYS
BLOCK D	4/4/2019	-	480 DU	169,100 SF	338,600 SF	-	165 KEYS
BLOCK E	4/4/2019	30 DU	450 DU	333,600 SF	5,000 SF	165 KEYS	-
BLOCK F	-	225 DU	225 DU	5000 SF	-	-	-
BLOCK G	-	225 DU	-	-	-	-	-

NOTES:

1. This McEwen Town Center Section 3 Development Plan Take Down chart is only to provide the city of Franklin an estimate for the intended uses and densities within each section of the development. In the best interest of the city of Franklin and the applicant, the land owners reserve the right to adjust this chart based on market conditions that may affect the absorption of either residential units or commercial square footage as long as the approved entitlements are not exceeded.

2. Refer to Approved McEwen Place Town Center Pattern Book for detailed information regarding project description, plan objectives, district plans, illustrative details, architectural/landscape & parking standards.

3. Refer to the Approved Modifications of Standards for Signage for McEwen Town Center.

0120240360

SCALE: 1"= 120'

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Main: 615.708.0567
www.khacivil.com

KV+D
KISER VOGGIN DESIGN

GARY MICHAEL
REGISTERED PROFESSIONAL
LANDSCAPE ARCHITECT
NO. 0000000000
06-04-2020

McEwen Place Town Center, Revision 7
(BLOCKS D,E,F & G) PUD DEVELOPMENT PLAN
DEVELOPMENT PLAN
COF# 7259
Franklin, Williamson Co, TN

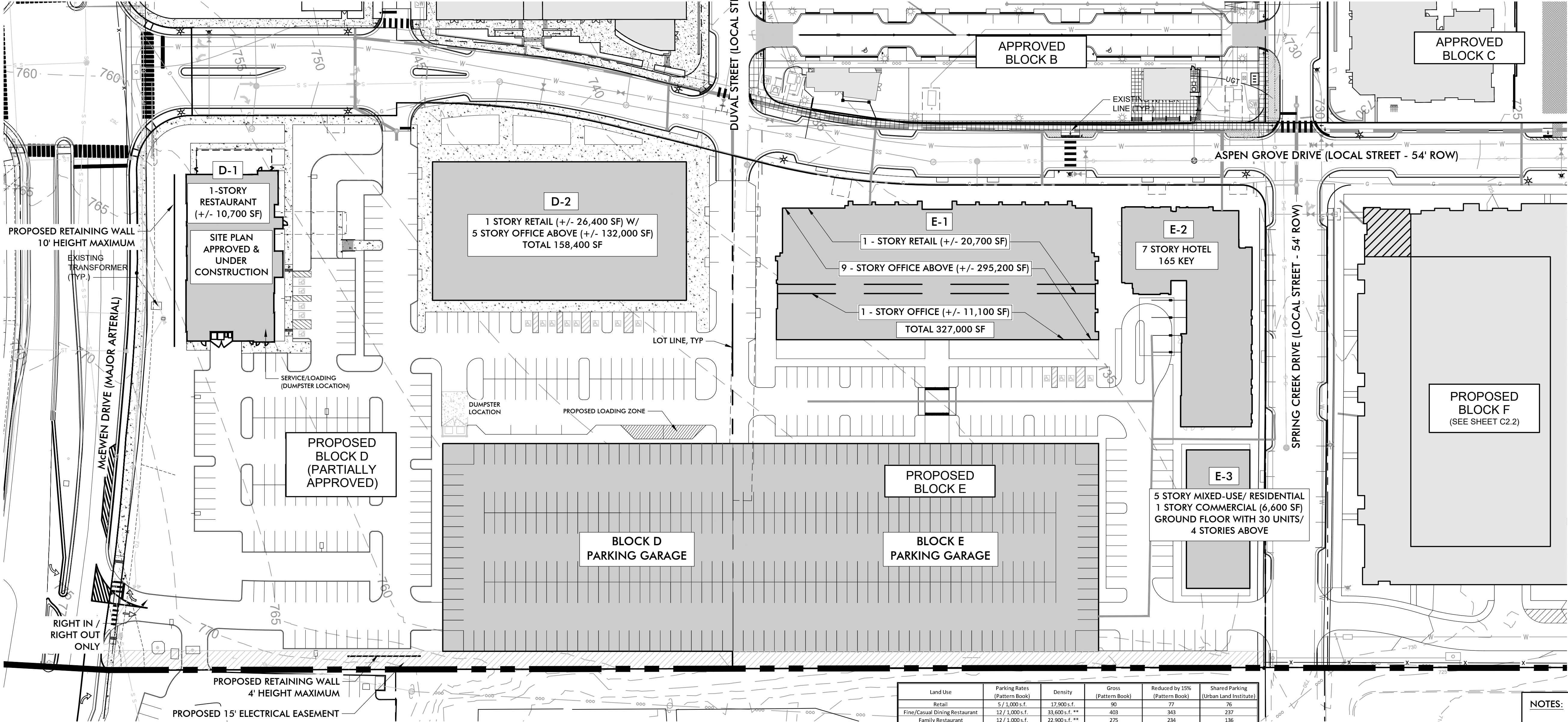
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06-04-2020 REVISIONS PER COF STAFF COMMENTS

DATE: 05.11.2020
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Q.C. BY: CBW
SCALE: 1"= 120'
PROJECT #: 20001
SHEET NUMBER:

C2.0

Page 38 of 143

McEWEN TOWN CENTER SECTION 3 DEVELOPMENT TAKE DOWN CHART							
DEVELOPMENT	APPROVAL DATE	PROPOSED RESIDENTIAL UNITS	REMAINING RESIDENTIAL UNITS	PROPOSED NON RESIDENTIAL SF	REMAINING NON RESIDENTIAL SF	HOTEL KEYS	REMAINING HOTEL KEYS
CURRENT CONCEPT PLAN ENTITLEMENTS	3/10/2009	950 DU	-	1,144,000 SF	-	150 KEYS	-
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BLOCK A	7/17/2018	-	480 DU	158,750 SF	507,700 SF	150 KEYS	165 KEYS
BLOCK D	4/4/2019	-	480 DU	169,100 SF	338,600 SF	-	165 KEYS
BLOCK E	4/4/2019	30 DU	450 DU	333,600 SF	5,000 SF	165 KEYS	-
BLOCK F	-	225 DU	225 DU	5000 SF	-	-	-
BLOCK G	-	225 DU	-	-	-	-	-



SITE DATA - BLOCK D

PROJECT NAME: McEWEN TOWN CENTER SECTION 3
COF PROJECT NUMBER: 7259
MAP, PARCEL NUMBER: 062-02223
ADDRESS: INTERSECTION OF ASPEN GROVE DRIVE, McEWEN DRIVE & SPRING CREEK DRIVE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 8
EXISTING ZONING: PD - PLANNED DISTRICT 10.18 DU/A
PROPOSED ZONING: PD-PLANNED DISTRICT 12.76 DU/A
CHARACTER AREA OVERLAY: MECO-4
OTHER APPLICABLE OVERLAYS: HEIGHT OVERLAY DISTRICT (HTO), FLOOD FRINGE OVERLAY (FFO)
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
SITE ACREAGE: +/- 5.75 AC
SITE SQUARE FOOTAGE: +/- 250,392.72 SF
PUD SITE ACREAGE: +/- 93.32 AC
PUD SITE SQUARE FOOTAGE: +/- 4,065,019 SF
TREE CANOPY: N/A
PARKLAND DEDICATION REQUIREMENT: SEE SHEET C0.0 AND SUPPLEMENTAL FORMAL PARKLAND DEDICATION APPLICATION
OPEN SPACE: REFER TO OPEN SPACE TAKE DOWN CHART ON SHEET C0.0 FOR DATA

BUILDING SQUARE FOOTAGE: REFER TO TAKE DOWN CHART ON THIS SHEET ABOVE FOR DATA
BUILDING HEIGHT: 1-6 STORIES
MINIMUM PERIMETER REQUIRED SETBACK LINES (PER PATTERN BOOK):
YARD FRONTING ON ANY STREET: 0-15 FEET
SIDE YARD: 0-5 FEET
REAR YARD: 0 FEET
DEVELOPERS: BOYLE NASHVILLE LLC
2000 MERIDIAN BLVD, STE 250
FRANKLIN, TN 37067
CONTACT: ADAM BALLASH
615.550.5583
ABALLASH@BOYLE.COM
APPLICANT: KISER & VOGGRIN DESIGN
5005 MERIDIAN BLVD, STE 100
FRANKLIN, TN 37067
CONTACT: GARY VOGGRIN
615.708.0567
GARY@KISERVOGGRIN.COM

SITE DATA - BLOCK E

PROJECT NAME: McEWEN TOWN CENTER SECTION 3
COF PROJECT NUMBER: 7259
MAP, PARCEL NUMBER: 062-02223
ADDRESS: INTERSECTION OF ASPEN GROVE DRIVE, McEWEN DRIVE & SPRING CREEK DRIVE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 8
EXISTING ZONING: PD - PLANNED DISTRICT 10.18 DU/A
PROPOSED ZONING: PD-PLANNED DISTRICT 12.76 DU/A
CHARACTER AREA OVERLAY: MECO-4
OTHER APPLICABLE OVERLAYS: HEIGHT OVERLAY DISTRICT (HTO), FLOOD FRINGE OVERLAY (FFO)
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
SITE ACREAGE: +/- 4.46 AC
SITE SQUARE FOOTAGE: +/- 194,477.55 SF
PUD SITE ACREAGE: +/- 93.32 AC
PUD SITE SQUARE FOOTAGE: +/- 4,065,019 SF
TREE CANOPY: N/A
PARKLAND DEDICATION REQUIREMENT: SEE SHEET C0.0 AND SUPPLEMENTAL FORMAL PARKLAND DEDICATION APPLICATION
OPEN SPACE: REFER TO OPEN SPACE TAKE DOWN CHART ON SHEET C0.0 FOR DATA

BUILDING SQUARE FOOTAGE: REFER TO TAKE DOWN CHART ON THIS SHEET ABOVE FOR DATA
BUILDING HEIGHT: 6-10 STORIES
MINIMUM PERIMETER REQUIRED SETBACK LINES (PER PATTERN BOOK):
YARD FRONTING ON ANY STREET: 0-15 FEET
SIDE YARD: 0-5 FEET
REAR YARD: 0 FEET
DEVELOPERS: BOYLE NASHVILLE LLC
2000 MERIDIAN BLVD, STE 250
FRANKLIN, TN 37067
CONTACT: ADAM BALLASH
615.550.5583
ABALLASH@BOYLE.COM
APPLICANT: KISER & VOGGRIN DESIGN
5005 MERIDIAN BLVD, STE 100
FRANKLIN, TN 37067
CONTACT: GARY VOGGRIN
615.708.0567
GARY@KISERVOGGRIN.COM

Land Use	Parking Rates (Pattern Book)	Density	Gross (Pattern Book)	Reduced by 25% (Pattern Book)	Shared Parking (Urban Land Institute)
Retail	5 / 5,000 s.f.	17,900 s.f.	90	77	76
Fine/Casual Dining Restaurant	12 / 1,000 s.f.	33,600 s.f. **	403	343	237
Family Restaurant	12 / 1,000 s.f.	22,900 s.f. **	275	234	136
Hotel	1 / 1 room	165 rooms	165	141	69
Conference Rooms (in Hotel)	16.67 / 5,000 s.f.	3,000 s.f.	50	43	28
Residential	1.75 / 1 d.u.	30 d.u.	53	46	38
Office	3.33 / 5,000 s.f.	436,300 s.f.	1460	1341	1242
		TOTAL	2496	2125	1826
				14.9% reduction	26.8% reduction

NOTES:
NOTES:
** Includes 5,000 s.f. of outdoor patio for each restaurant type
Updated Densities as of 05/08/2020 -> Peak Period is December, Weekday, 2:00pm

PARKING DATA - BLOCKS D & E

REQUIRED OVERALL SHARED PARKING:
*APPLYING THE ULI SHARED PARKING MODEL TO THE BASE PARKING RATES PROVIDED IN THE KIMLEY-HORN & ASSOCIATES ULI SHARED PARKING EVALUATION, PER THE TABLE ABOVE.

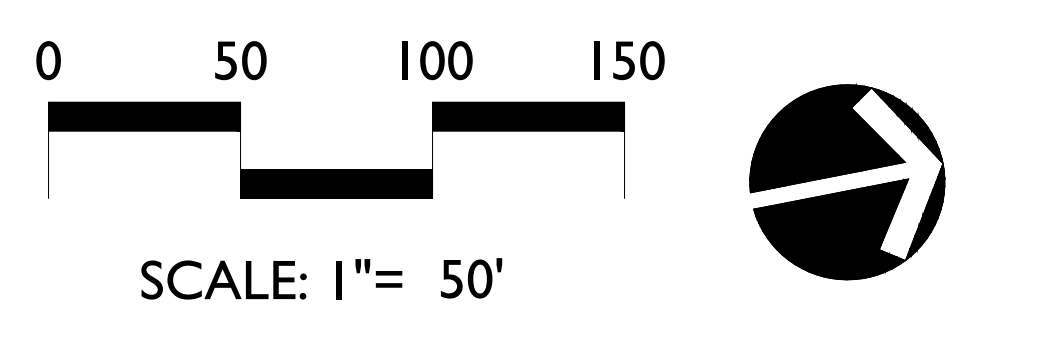
BLOCK D PROVIDED PARKING:
PARKING DECK = 642 SPACES
SURFACE PARKING:
PARALLEL SPACES = 22 SPACES
HEAD-IN PARKING = 203 SPACES
TOTAL PARKING PROVIDED: 867 SPACES

BLOCK E PROVIDED PARKING:
PARKING DECK = 850 SPACES
SURFACE PARKING:
PARALLEL SPACES = 30 SPACES
HEAD-IN PARKING = 83 SPACES
TOTAL PARKING PROVIDED: 963 SPACES

BLOCK D & E OVERALL PARKING:
TOTAL REQUIRED PARKING: 1,826 SPACES
TOTAL PROVIDED PARKING: 1,830 SPACES

* REFER TO THE KIMLEY HORN & ASSOCIATES ULI SHARED PARKING EVALUATION UPDATE DATED 05/08/2020 FOR FURTHER INFORMATION, INCLUDING TRIP GENERATION STUDIES.

- NOTES:
- The McEwen Town Center Section 3 Development Take Down chart is only to provide the city of Franklin an estimate for the intended uses and densities within each section of the development. In the best interest of the City of Franklin and the applicant, the land owners reserve the right to adjust this chart based on market conditions that may affect the absorption of either residential units or commercial square footage as long as the approved entitlements are not exceeded.
 - Refer to Approved McEwen Place Town Center Pattern Book for detailed information regarding project description, plan objectives, district plans, illustrative details, architectural/landscape & parking standards.
 - Refer to the Approved Modifications of Standards for Signage for McEwen Town Center.



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KISER VOGGRIN DESIGN

GARY MICHAEL
LANDSCAPE ARCHITECT
06-04-2020

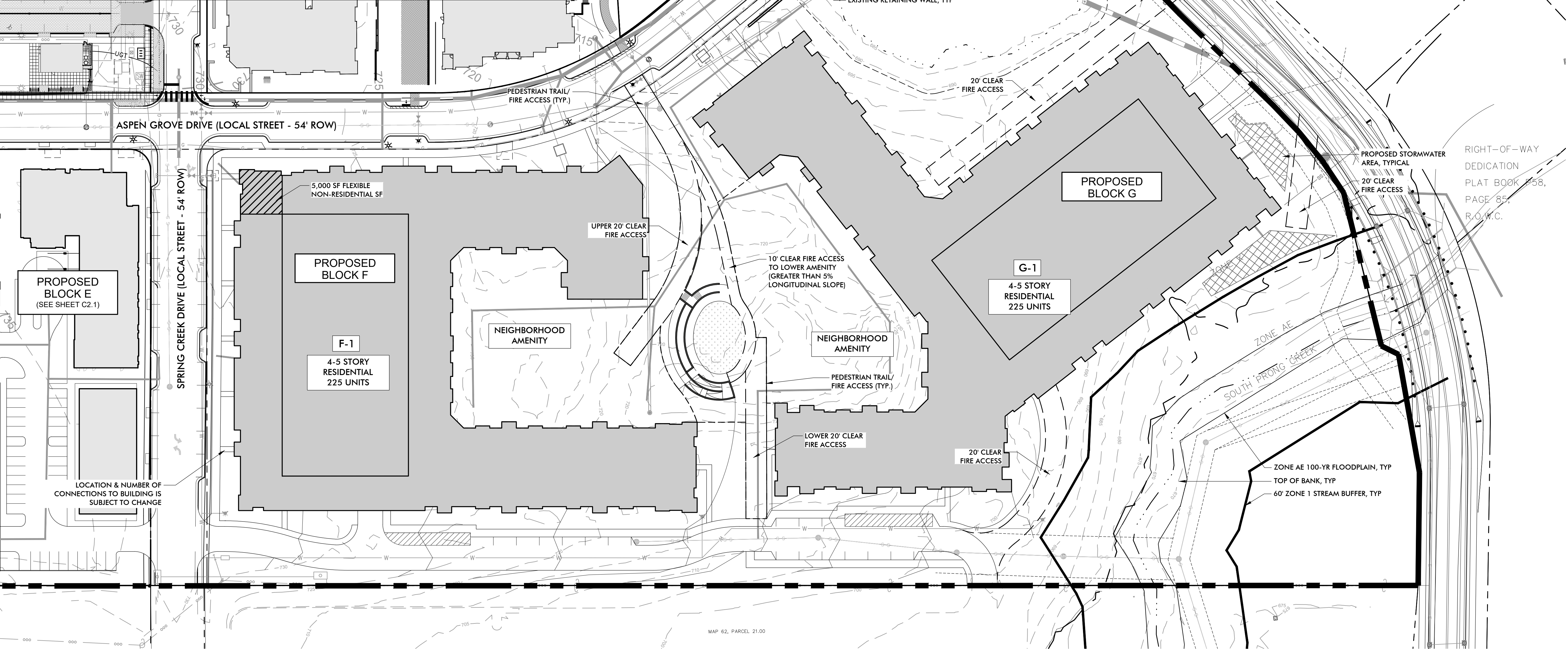
McEwen Place Town Center, Revision 7
(BLOCKS D,E,F & G) PUD DEVELOPMENT PLAN
ENLARGED D&E DEVELOPMENT PLAN
COF# 7259
Franklin, Williamson Co, TN

REVISIONS:
06-04-2020 REVISIONS PER COF STAFF COMMENTS

DATE: 05/11/2020
DESIGNED BY: GWV
DRAWN BY: KMR
CHECKED BY: GWV
C.C. BY: CBW
PROJECT #: 20001
SHEET NUMBER:

C2.1

McEWEN TOWN CENTER SECTION 3 DEVELOPMENT TAKE DOWN CHART							
DEVELOPMENT	APPROVAL DATE	PROPOSED RESIDENTIAL UNITS	REMAINING RESIDENTIAL UNITS	PROPOSED NON RESIDENTIAL SF	REMAINING NON RESIDENTIAL SF	HOTEL KEYS	REMAINING HOTEL KEYS
CURRENT CONCEPT PLAN ENTITLEMENTS	3/10/2009	950 DU	-	1,144,000 SF	-	150 KEYS	-
PROPOSED CONCEPT PLAN ENTITLEMENTS	-	1,191 DU	-	1,156,378 SF	-	315 KEYS	-
WHOLE FOODS COMMERCIAL SITE	-	-	1,191 DU	276,718 SF	879,660 SF	-	315 KEYS
THE DWELL	-	370 DU	821 DU	-	879,660 SF	-	315 KEYS
BLOCK B	11/16/2016	69 DU	752 DU	213,210 SF	666,450 SF	-	150 KEYS
BLOCK C	11/16/2016	272 DU	480 DU	-	666,450 SF	-	150 KEYS
BLOCK A	7/17/2018	-	480 DU	158,750 SF	507,700 SF	150 KEYS	165 KEYS
BLOCK D	4/4/2019	-	480 DU	169,100 SF	338,600 SF	-	165 KEYS
BLOCK E	4/4/2019	30 DU	450 DU	333,600 SF	5,000 SF	165 KEYS	-
BLOCK F	-	225 DU	225 DU	5000 SF	-	-	-
BLOCK G	-	225 DU	-	-	-	-	-



- NOTES:
1. This McEwen Town Center Section 3 Development Plan Take Down chart is only to provide the city of Franklin an estimate for the intended uses and densities within each section of the development. In the best interest of the city of Franklin and the applicant, the land owners reserve the right to adjust this chart based on market conditions that may affect the absorption of either residential units or commercial square footage as long as the approved entitlements are not exceeded.
 2. Refer to Approved McEwen Place Town Center Pattern Book for detailed information regarding project description, plan objectives, district plans, illustrative details, architectural/landscape & parking standards.
 3. Refer to the Approved Modifications of Standards for Signage for McEwen Town Center.

SITE DATA - BLOCK F

PROJECT NAME: McEWEN TOWN CENTER
COF PROJECT NUMBER: 7259
MAP, PARCEL NUMBER: 062-02222
ADDRESS: INTERSECTION OF ASPEN GROVE DRIVE, McEWEN DRIVE & SPRING CREEK DRIVE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 8

EXISTING ZONING: PD - PLANNED DISTRICT 10.18 DU/A
PROPOSED ZONING: PD-PLANNED DISTRICT 12.76 DU/A

CHARACTER AREA OVERLAY: MECO-4
OTHER APPLICABLE OVERLAYS: HEIGHT OVERLAY DISTRICT (HTO), FLOOD FRINGE OVERLAY (FFO)
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
SITE ACREAGE: +/- 5.00 AC
SITE SQUARE FOOTAGE: +/- 217,632 SF
PUD SITE ACREAGE: +/- 93.32 AC
PUD SITE SQUARE FOOTAGE: +/- 4,065,019 SF

TREE CANOPY: N/A
PARKLAND DEDICATION REQUIREMENT: SEE SHEET C0.0 AND SUPPLEMENTAL FORMAL PARKLAND DEDICATION APPLICATION
OPEN SPACE: REFER TO OPEN SPACE TAKE DOWN CHART ON SHEET C0.0 FOR DATA

BUILDING SQUARE FOOTAGE: REFER TO TAKE DOWN CHART ON THIS SHEET ABOVE FOR DATA
BUILDING HEIGHT: 4-5 STORIES

MINIMUM PERIMETER REQUIRED SETBACK LINES (PER PATTERN BOOK):
YARD FRONTING ON ANY STREET: 0-15 FEET
SIDE YARD: 0-5 FEET
REAR YARD: 0 FEET

DEVELOPERS:
NORTHWOOD RAVIN
1057 EAST MOREHEAD STREET
SUITE 300
CHARLOTTE, NC 28204
CONTACT: JEFF FURMAN
919.354.3677

APPLICANT:
KISER & VOGRIN DESIGN
5005 MERIDIAN BLVD. STE 100
FRANKLIN, TN 37067
CONTACT: GARY VOGGRIN
615.708.0567
GARY@KISERVOGRIN.COM

SITE DATA - BLOCK G

PROJECT NAME: McEWEN TOWN CENTER
COF PROJECT NUMBER: 7259
MAP, PARCEL NUMBER: 062-02222
ADDRESS: INTERSECTION OF ASPEN GROVE DRIVE, McEWEN DRIVE & SPRING CREEK DRIVE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 8

EXISTING ZONING: PD - PLANNED DISTRICT 10.18 DU/A
PROPOSED ZONING: PD-PLANNED DISTRICT 12.76 DU/A

CHARACTER AREA OVERLAY: MECO-4
OTHER APPLICABLE OVERLAYS: HEIGHT OVERLAY DISTRICT (HTO), FLOOD FRINGE OVERLAY (FFO)
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
SITE ACREAGE: +/- 8.48 AC
SITE SQUARE FOOTAGE: +/- 369,487 SF
PUD SITE ACREAGE: +/- 93.32 AC
PUD SITE SQUARE FOOTAGE: +/- 4,065,019 SF

TREE CANOPY: N/A
PARKLAND DEDICATION REQUIREMENT: SEE SHEET C0.0 AND SUPPLEMENTAL FORMAL PARKLAND DEDICATION APPLICATION
OPEN SPACE: REFER TO OPEN SPACE TAKE DOWN CHART ON SHEET C0.0 FOR DATA

BUILDING SQUARE FOOTAGE: REFER TO TAKE DOWN CHART ON THIS SHEET ABOVE FOR DATA
BUILDING HEIGHT: 4-5 STORIES

MINIMUM PERIMETER REQUIRED SETBACK LINES (PER PATTERN BOOK):
YARD FRONTING ON ANY STREET: 0-15 FEET
SIDE YARD: 0-5 FEET
REAR YARD: 0 FEET

DEVELOPERS:
NORTHWOOD RAVIN
1057 EAST MOREHEAD STREET
SUITE 300
CHARLOTTE, NC 28204
CONTACT: JEFF FURMAN
919.354.3677

APPLICANT:
KISER & VOGRIN DESIGN
5005 MERIDIAN BLVD. STE 100
FRANKLIN, TN 37067
CONTACT: GARY VOGGRIN
615.708.0567
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PARKING DATA - BLOCKS F & G

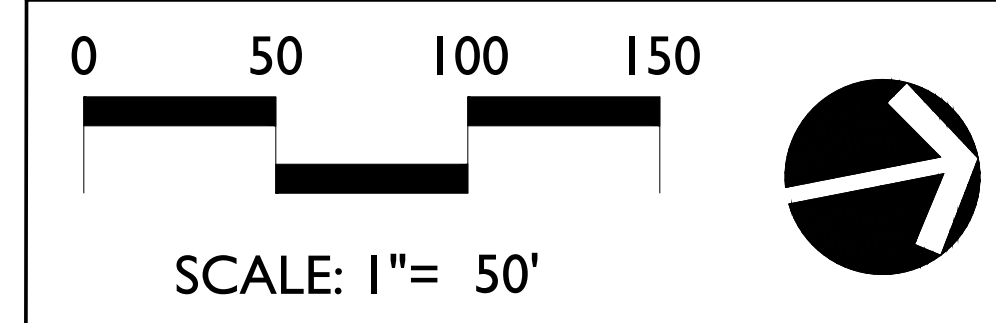
450 RESIDENTIAL UNITS @ 1.75 SPACES REQUIRED PER UNIT = 788 SPACES
5,000 SF RETAIL @ 5/1000 SPACES = 25 SPACES - MINUS 15% SHARING = 21 SPACES
TOTAL SPACES REQUIRED = 809 SPACES

BLOCK F PROVIDED PARKING:
PARKING DECK = 384 SPACES
SURFACE PARKING:
PARALLEL SPACES = 31 SPACES
TOTAL PARKING PROVIDED: 415 SPACES

BLOCK G PROVIDED PARKING:
PARKING DECK = 379 SPACES
SURFACE PARKING:
PARALLEL SPACES = 15 SPACES
TOTAL PARKING PROVIDED: 394 SPACES

BLOCK F & G OVERALL PARKING:
TOTAL REQUIRED PARKING: 809 SPACES
TOTAL PROVIDED PARKING: 809 SPACES

* REFER TO THE KIMLEY HORN & ASSOCIATES ULI SHARED PARKING EVALUATION UPDATE DATED 05/08/2020 FOR FURTHER INFORMATION, INCLUDING TRIP GENERATION STUDIES.

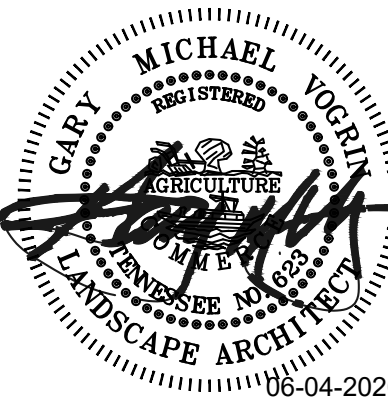


REVISIONS:
06-04-2020 REVISIONS PER COF STAFF COMMENTS

DATE: 05/11/2020
DESIGNED BY: GNV
DRAWN BY: KMR
CHECKED BY: GNV
C.C. BY: CBW
SCALE: 1"=30'
PROJECT #: 20001
SHEET NUMBER:

McEwen Place Town Center, Revision 7
(BLOCKS D,E,F & G) PUD DEVELOPMENT PLAN
ENLARGED F&G DEVELOPMENT PLAN

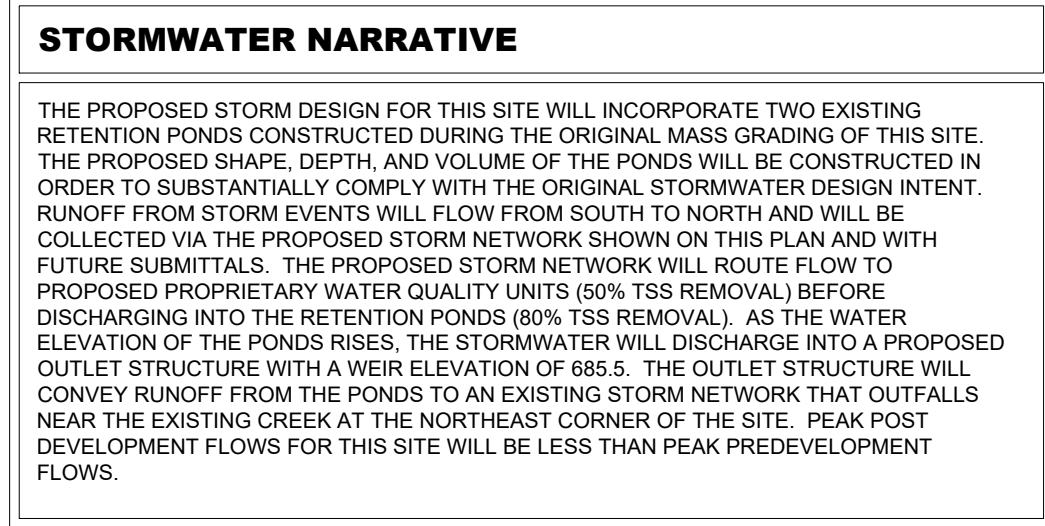
COF# 7259
Franklin, Williamson Co, TN



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C2.2



OUTFALL A GRADING AND DRAINAGE CHART						
	PRE-DEV OFFSITE	PRE-DEV ONSITE	POST-DEV OFFSITE	POST-DEV ONSITE	POST-DEV BYPASS	POND WATER SURFACE ELEV.
TOTAL AREA (ACRES)	+/- 8.87 AC	44.89 AC	+/- 8.87 AC	+/- 41.33	+/- 3.56 AC	N/A
IMPERVIOUS AREA (ACRES)	+/- 6.20 AC	0.00	+/- 6.20 AC	+/- 31.42 AC	0	N/A
DISTURBED AREA (ACRES)	0	0	0	+/- 40.00 AC	+/- 1.50 AC	N/A
2-YEAR STORM FLOW RATE	19.34 CFS	27.80 CFS	19.34 CFS	20.13 CFS	3.90 CFS	688.02
5-YEAR STORM FLOW RATE	25.53 CFS	48.19 CFS	25.53 CFS	38.18 CFS	6.35 CFS	688.66
10-YEAR STORM FLOW RATE	30.67 CFS	66.25 CFS	30.67 CFS	53.07 CFS	8.57 CFS	689.14
25-YEAR STORM FLOW RATE	37.64 CFS	94.64 CFS	37.64 CFS	72.82 CFS	11.97 CFS	689.80
50-YEAR STORM FLOW RATE	43.03 CFS	119.41 CFS	43.03 CFS	97.83 CFS	14.93 CFS	690.28
100-YEAR STORM FLOW RATE	49.00 CFS	145.92 CFS	49.00 CFS	123.65 CFS	18.07 CFS	690.71

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

WATER QUALITY BMPs SHALL NOT BE INSTALLED UNTIL BUILD OUT IS NEAR COMPLETION TO PREVENT CONSTRUCTION SEDIMENT FROM ENTERING WATER QUALITY BMPs. WATER QUALITY AREAS SHALL NOT BE USED AS SEDIMENT BASINS DURING CONSTRUCTION. INSTALLERS OF WATER QUALITY BMPs SHOULD FOLLOW ALL INSTALLATION GUIDELINES SET FORTH IN THE CITY OF FRANKLIN BMP MANUAL LOCATED ON THE CITY'S WEBSITE.

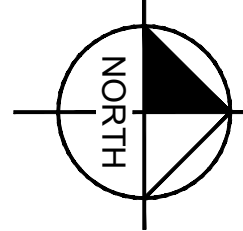
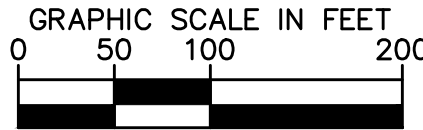
ALL TREE-PROTECTION FENCING SHALL BE IN PLACE PRIOR TO THE ISSUANCE OF A GRADING OR LAND DISTURBANCE PERMIT AND SHALL BE MAINTAINED IN GOOD WORKING ORDER UNTIL ALL CONSTRUCTION ACTIVITY IS COMPLETED. NO DISTURBANCE IS PERMITTED IN A TREE PRESERVATION AREA. ANY REQUIRED EROSION CONTROL MEASURES SHALL BE PLACED OUTSIDE OF ANY TREE PROTECTION FENCING.

THE RETENTION PONDS ON THIS SITE ARE DESIGNED TO HANDLE THE RUNOFF FROM EXISTING LOT 102, AND ALL OF THE FUTURE DEVELOPMENT ON SITE.

1. ALL RCP TO BE CLASS III
2. ALL PIPES SHOWN IN THE PIPE TABLE CHART HAVE BEEN DESIGNED WITH A MANNING'S N OF 0.013. PIPE MATERIALS DESIGNATED ABOVE THAT ARE THINER THAN PIPES WITHIN THE BUILDING FOOTPRINT ARE SUGGESTIONS ONLY IF THE OWNER/CONTRACTOR WISHES TO MAKE SUBSTITUTIONS, A DETAILED SUBMITTAL TO THE ENGINEER OUTLINING SUBSTITUTIONS AND PROPOSED REVISIONS MUST BE REVIEWED AND AUTHORIZED PRIOR TO ORDERING PIPE AND STRUCTURES
3. ALL PERMANENT STORMWATER BMPs ON THIS SITE SHALL BE MAINTAINED BY THE PROPERTY OWNER
4. ALL DETENTION AND DRAINAGE EASEMENTS TO BE MAINTAINED BY THE PROPERTY OWNER
5. SEE SHEET C3.4 FOR STORM PIPE & STRUCTURE CHARTS.

THE PROPOSED STORM DESIGN FOR THIS SITE WILL INCORPORATE TWO EXISTING RETENTION PONDS CONSTRUCTED DURING THE ORIGINAL DEVELOPMENT OF THE SITE. THE EXISTING RETENTION DEPTH AND VOLUME OF THE PONDS WILL BE CONSTRUCTED IN ORDER TO SUBSTANTIALLY COMPLY WITH THE ORIGINAL STORMWATER DESIGN INTENT. RUNOFF FROM STORM EVENTS WILL BE COLLECTED FROM THE EXISTING STORMWATER NETWORK VIA THE PROPOSED STORM NETWORK SHOWN ON THIS PLAN AND WITH FUTURE SUBMITTALS. THE PROPOSED STORM NETWORK WILL BE DESIGNED TO ACCOMMODATE THE PROPOSED DEVELOPMENT UNITS (50% TSS REMOVAL) BEFORE DISCHARGING INTO THE RETENTION PONDS (80% TSS REMOVAL). AS THE WATER ELEVATION OF THE PONDS RISES, THE STORMWATER WILL BE DIVERTED TO THE EXISTING STORMWATER NETWORK AT A WEIR ELEVATION OF 685.5. THE OUTLET STRUCTURE WILL CONVEY RUNOFF FROM THE PONDS TO AN EXISTING STORM NETWORK THAT OUTFALLS NEAR THE EXISTING CREEK AT THE NORTHEAST CORNER OF THE SITE. THE PROPOSED STORMWATER NETWORK FOR THIS SITE WILL BE LESS THAN PEAK PREDEVELOPMENT FLOWS.

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



REVISIONS:
06.04.2020 - PER COF COMMENTS

DATE: 04.27.2020
DESIGNED BY: JYB
DRAWN BY: JYB
CHECKED BY: RLM
Q.C. BY: RLM
SCALE: 1"=100'
PROJECT #: 118289
SHEET NUMBER:

0.3

McEwen Place Town Center, Revision 7
PUD DEVELOPMENT PLAN
OVERALL GRADING PLAN

COF# 7259
Franklin, Williamson Co, TN

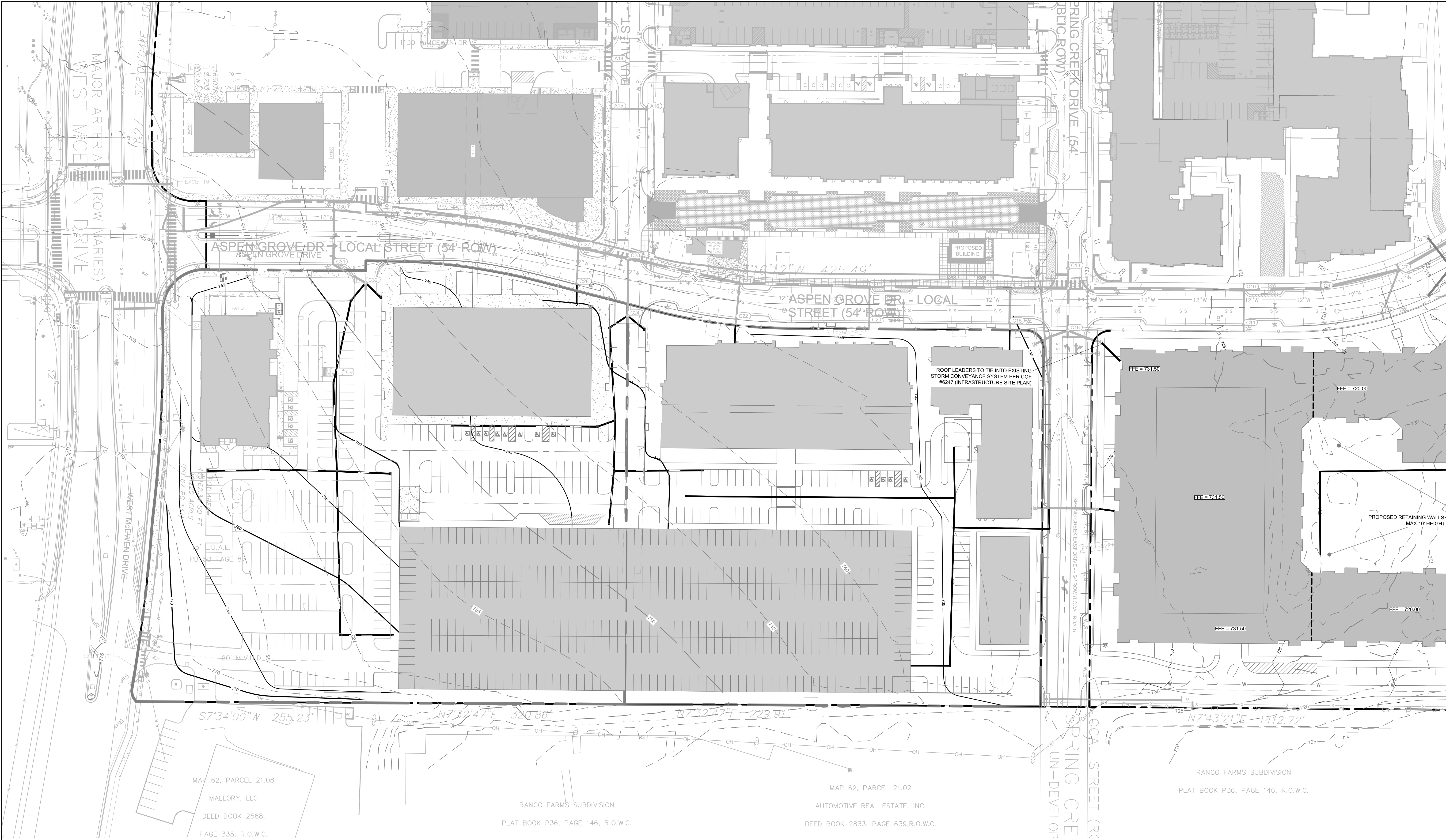


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Franklin, TN 37067
Main: 615.708.0567
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DATE: 04.27.2020
DESIGNED BY: JYB
DRAWN BY: JYB
CHECKED BY: RLM
SCALE: 1"=50'
PROJECT #: 116289002
SHEET NUMBER:
C3.1

REVISIONS:
06.04.2020 - PER COF COMMENTS

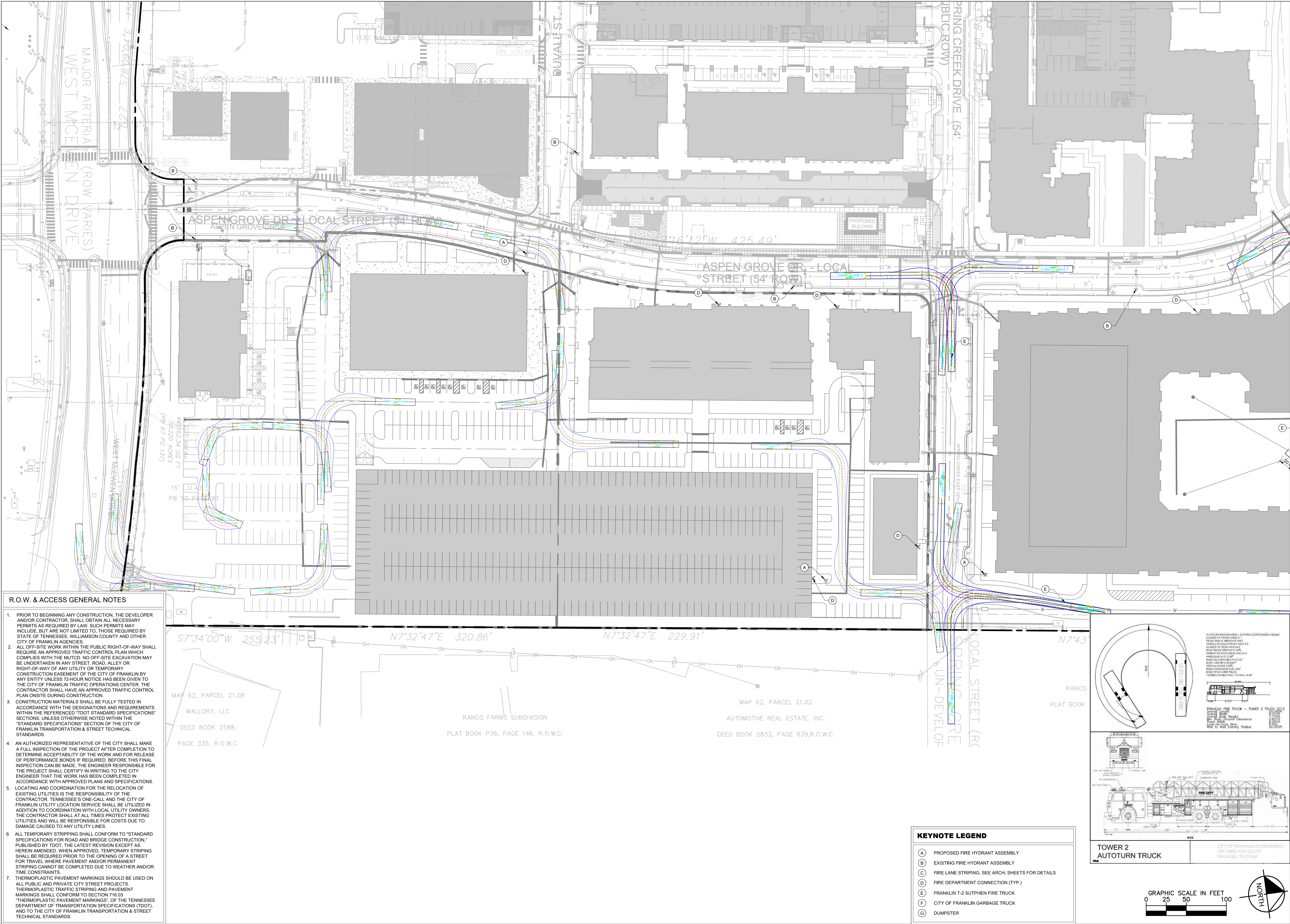
McEwen Place Town Center, Revision 7
PUD DEVELOPMENT PLAN
ENLARGED GRADING AND DRAINAGE PLAN
COF# 7259
Franklin, Williamson Co, TN

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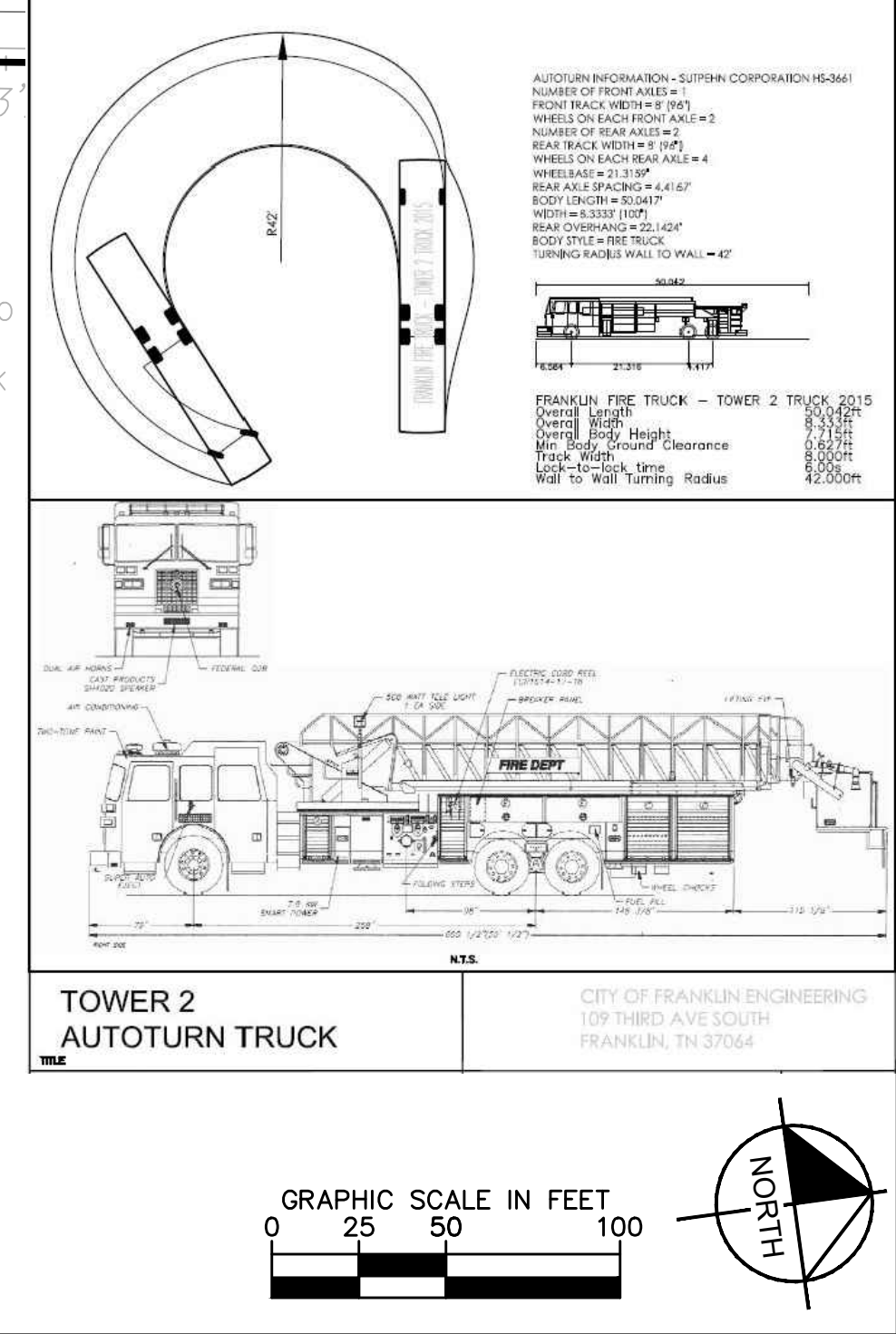




R.O.W. & ACCESS GENERAL NOTES

- PRIOR TO BEGINNING ANY CONSTRUCTION, THE DEVELOPER AND/OR CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY LAW. SUCH PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE REQUIRED BY STATE OF TENNESSEE, WILLIAMSON COUNTY AND OTHER CITY OF FRANKLIN AGENCIES.
- ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ON-SITE 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 FULL 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 STRIPPING SHALL CONFORM TO "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," PUBLISHED BY TDOT, THE LATEST REVISION EXCEPT AS HEREIN AMENDED. WHEN APPROVED, TEMPORARY STRIPPING SHALL BE REQUIRED PRIOR TO THE OPENING OF A STREET FOR TRAVEL WHERE PAVEMENT AND/OR PERMANENT STRIPPING 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.

- KEYNOTE LEGEND**
- (A) PROPOSED FIRE HYDRANT ASSEMBLY
 - (B) EXISTING FIRE HYDRANT ASSEMBLY
 - (C) FIRE LANE STRIPING, SEE ARCH. SHEETS FOR DETAILS
 - (D) FIRE DEPARTMENT CONNECTION (TYP.)
 - (E) FRANKLIN T-2 SUTPHEN FIRE TRUCK
 - (F) CITY OF FRANKLIN GARBAGE TRUCK
 - (G) DUMPSTER



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Franklin, TN 37067
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JOHN YATES BATEMAN
REGISTERED ENGINEER
No. 12194
STATE OF TENNESSEE
2020-06-04

McEwen Place Town Center, Revision 7
PUD DEVELOPMENT PLAN
ENLARGED ROW AND ACCESS PLAN
COF# 7259
Franklin, Williamson Co, TN

DATE: 04/27/2020
DESIGNED BY: JYB
DRAWN BY: JYB
CHECKED BY: RLM
Q.C. BY: RLM
SCALE: 1"=60'
PROJECT #: 116289002
SHEET NUMBER:
C4.1

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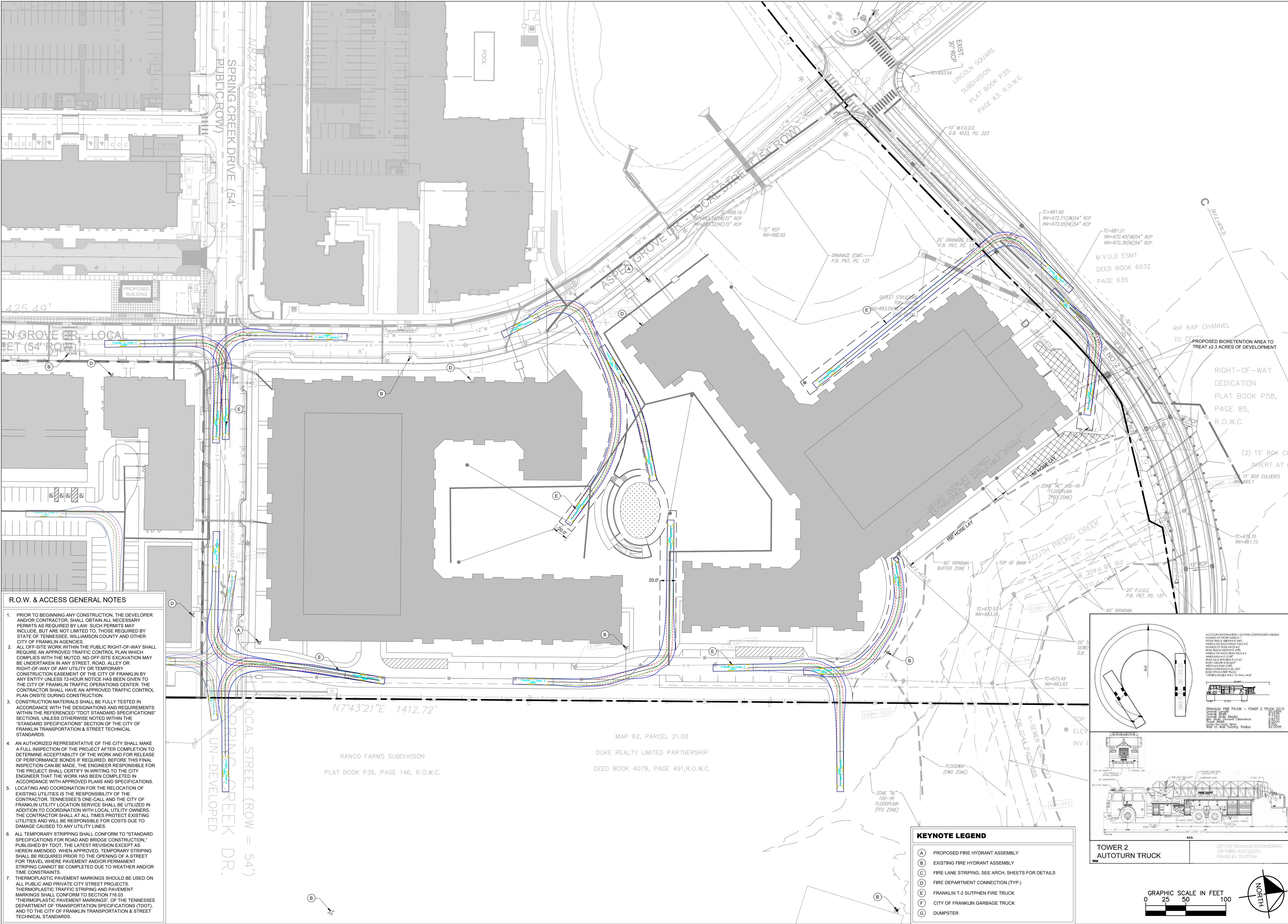
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JOHN YATES BATEMAN
REGISTERED ENGINEER
No. 12194
STATE OF TENNESSEE
2020-06-04

McEwen Place Town Center, Revision 7
PUD DEVELOPMENT PLAN
ENLARGED ROW AND ACCESS PLAN
COF# 7259
Franklin, Williamson Co, TN

DATE: 04/27/2020
DESIGNED BY: JYB
DRAWN BY: JYB
CHECKED BY: RLM
Q.C. BY: RLM
SCALE: 1"=60'
PROJECT #: 116289002
SHEET NUMBER:
C4.1

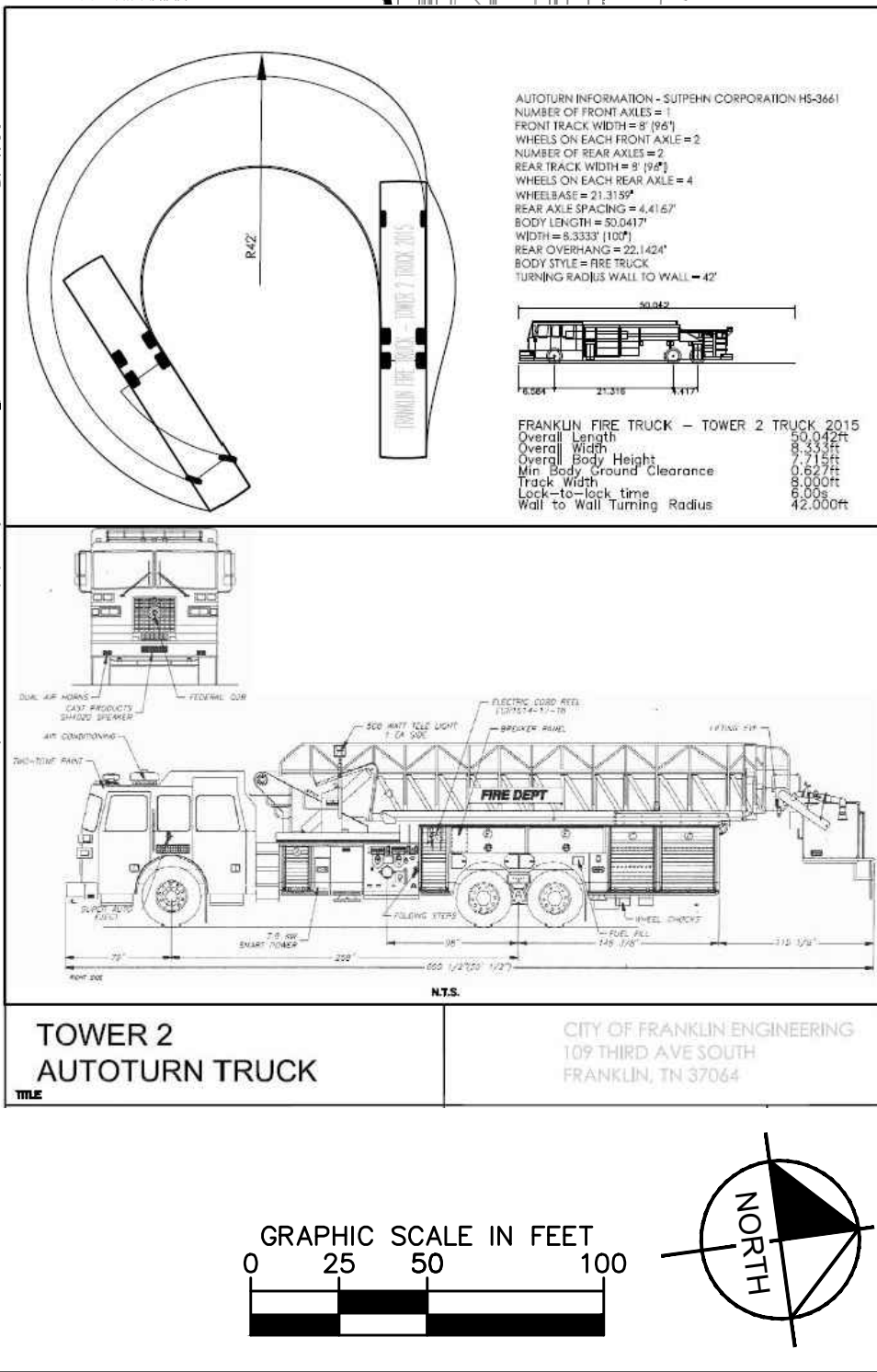
Page 44 of 143



R.O.W. & ACCESS GENERAL NOTES

- PRIOR TO BEGINNING ANY CONSTRUCTION, THE DEVELOPER AND/OR CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY LAW. SUCH PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE REQUIRED BY STATE OF TENNESSEE, WILLIAMSON COUNTY AND OTHER CITY OF FRANKLIN AGENCIES.
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- AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FULL 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.
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- 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.

- KEYNOTE LEGEND**
- (A) PROPOSED FIRE HYDRANT ASSEMBLY
 - (B) EXISTING FIRE HYDRANT ASSEMBLY
 - (C) FIRE LANE STRIPING, SEE ARCH. SHEETS FOR DETAILS
 - (D) FIRE DEPARTMENT CONNECTION (TYP.)
 - (E) FRANKLIN T-2 SUTPHEN FIRE TRUCK
 - (F) CITY OF FRANKLIN GARBAGE TRUCK
 - (G) DUMPSTER



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SHEET NUMBER: C4.2

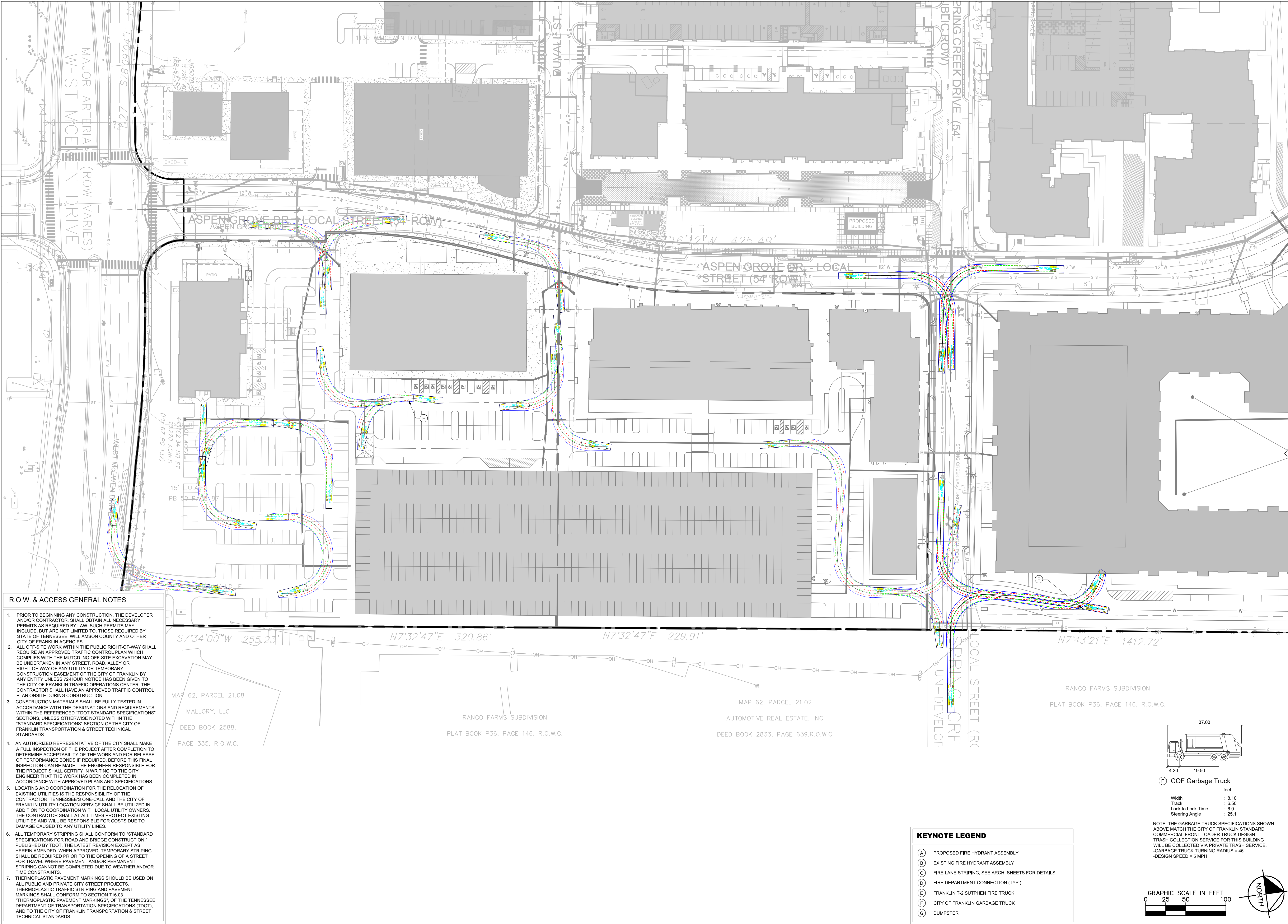
REVISIONS:
06/04/2020 - PER COF COMMENTS

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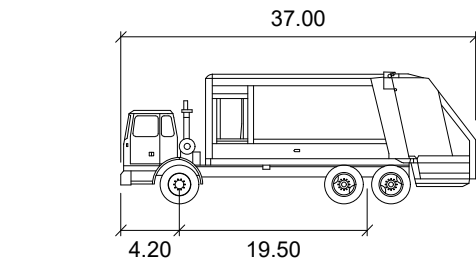
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2020-06-04



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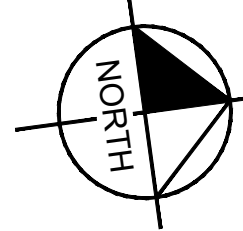
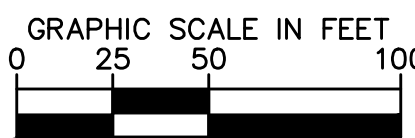
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 - (D) FIRE DEPARTMENT CONNECTION (TYP.)
 - (E) FRANKLIN T-2 SUTPHEN FIRE TRUCK
 - (F) CITY OF FRANKLIN GARBAGE TRUCK
 - (G) DUMPSTER



(F) COF Garbage Truck

Width	: 8.10
Track	: 6.50
Lock to Lock Time	: 6.0
Steering Angle	: 25.1

NOTE: THE GARBAGE TRUCK SPECIFICATIONS SHOWN ABOVE MATCH THE CITY OF FRANKLIN STANDARD COMMERCIAL FRONT LOADER TRUCK DESIGN. TRASH COLLECTION SERVICE FOR THIS BUILDING WILL BE COLLECTED VIA PRIVATE TRASH SERVICE. -GARBAGE TRUCK TURNING RADIUS = 46' -DESIGN SPEED = 5 MPH



REVISIONS:
06.04.2020 - PER COF COMMENTS

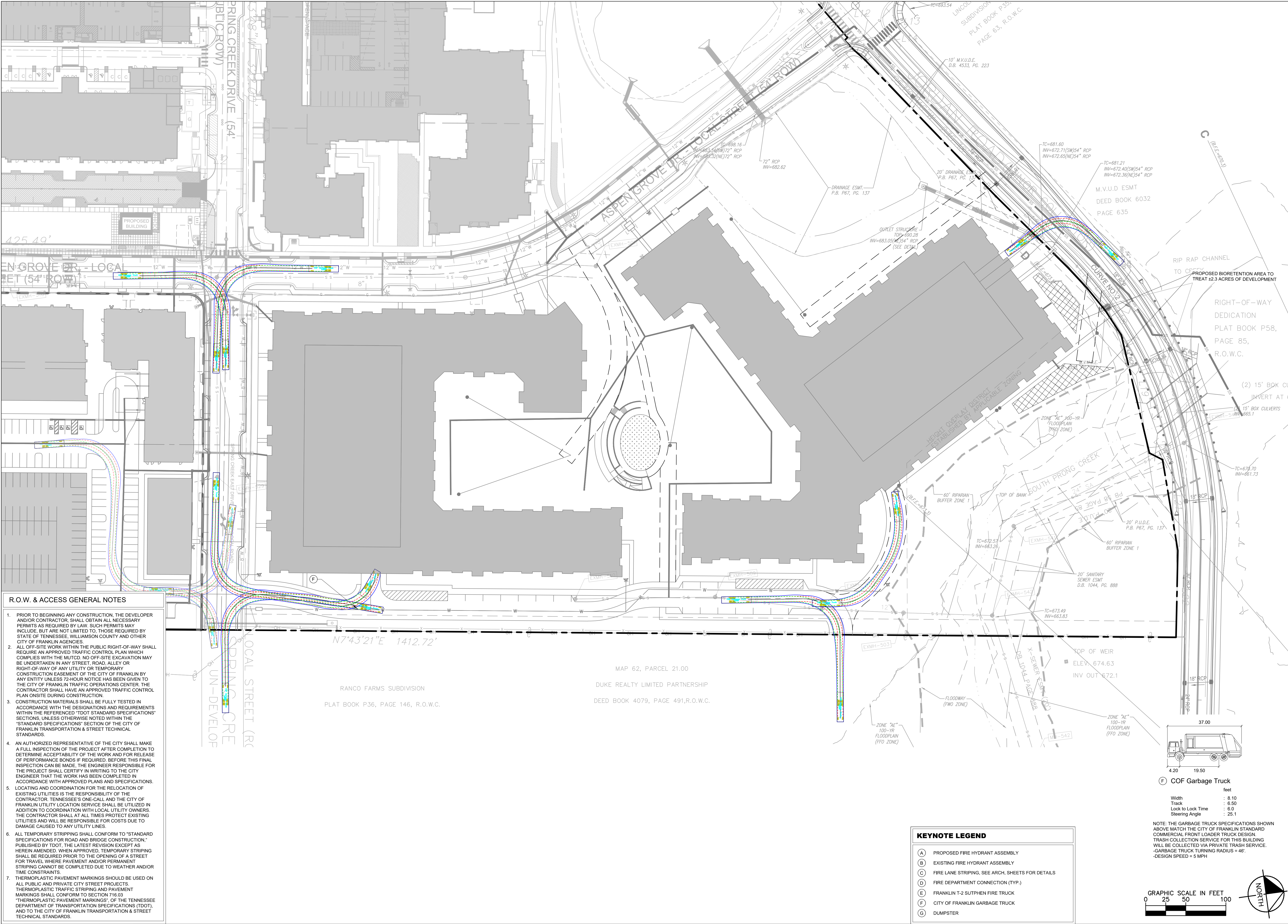
DATE: 04.27.2020
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Q.C. BY: RLM
SCALE: 1"=60'
PROJECT #: 116289002
SHEET NUMBER:
C4.3

McEwen Place Town Center, Revision 7
PUD DEVELOPMENT PLAN
ENLARGED ROW AND ACCESS PLAN
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Franklin, Williamson Co, TN



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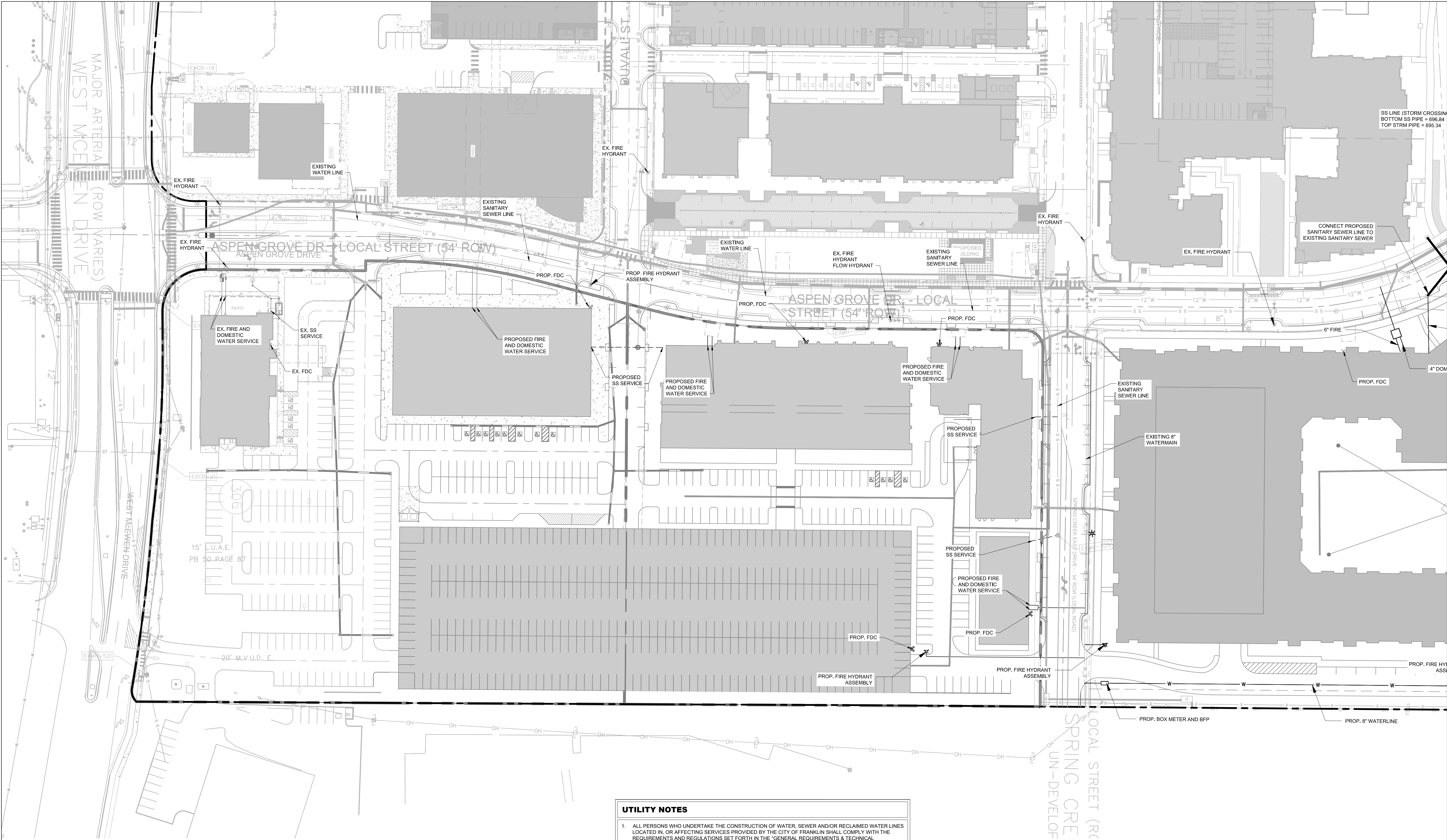
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Page 47 of 143



FIRE FLOW TEST DATA

TEST DATE: 05/08/2020
TEST TIME: 3:00 PM
STATIC PRESSURE: 104 PSI
RESIDUAL PRESSURE: 103 PSI
TOTAL GPM: 988
FLOW @ 20 PSI: 10.837
LOCATION: ASPEN GROVE DR., FRANKLIN TN
TEST PERFORMED BY: HUNTER PATTON (H&D)
AND BRADLEY McCANN (MVUD).

UTILITY NOTES

- ALL PERSONS WHO UNDERTAKE THE CONSTRUCTION OF WATER, SEWER AND/OR RECLAIMED WATER LINES LOCATED IN, OR AFFECTING SERVICES PROVIDED BY THE CITY OF FRANKLIN SHALL COMPLY WITH THE REQUIREMENTS AND REGULATIONS SET FORTH IN THE "GENERAL REQUIREMENTS & TECHNICAL SPECIFICATIONS, WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE" LATEST EDITION, ALONG WITH ANY AMENDMENTS, ADDITIONS, OR ALTERATION THAT MAY THEREAFTER BE ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN BY RESOLUTION.
- CONTRACTOR SHALL OBTAIN WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT PRIOR TO SCHEDULING REQUIRED PRE-CONSTRUCTION SITE MEETING. CONTRACTOR SHALL COMPLETE THE PRE-CONSTRUCTION SITE MEETING PRIOR TO COMMENCING WITH CONSTRUCTION.
- CONTRACTOR SHALL OBTAIN AND KEEP ALL OF THE FOLLOWING ITEMS ON THE JOBSITE AT ALL TIMES DURING CONSTRUCTION:
 - APPROVED, STAMPED AND SIGNED WATER AND/OR SEWER PLANS
 - WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT, WITH ALL STEPS COMPLETED AND SIGNED BY APPROPRIATE CITY EMPLOYEES.
 - COPY OF APPROVED AVAILABILITY REQUEST RESPONSE LETTER.
 - A COPY OF ALL APPROVED CUT SHEETS.
- ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE SHALL BECOME THE RESPONSIBILITY OF THE CITY OF FRANKLIN, TN FOLLOWING APPROVAL FROM THE CITY OF FRANKLIN INSPECTORS AND ACCEPTANCE BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION. THE ACCEPTANCE DATE SHALL BE BASED ON THE DAY MAINTENANCE SURETIES ARE ESTABLISHED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION.
- PRIOR TO THE ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT AS-BUILT DRAWINGS TO THE PLANNING AND SUSTAINABILITY DEPARTMENT.
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- ANY DAMAGES CAUSED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL, AT HIS OWN EXPENSE, BE REPLACED OR REPAIRED TO ORIGINAL CONDITION AND QUALITY, AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY, BY THE CONTRACTOR.

UTILITY CONTACTS

WATER	GAS	TELEPHONE
MVUD 465 DUKE DRIVE FRANKLIN, TN 37064 PHONE: (615)628-0237 CONTACT: KAREN YORK	ATMOS ENERGY 200 NOAH DRIVE FRANKLIN, TN 37064 PHONE: (615) 794-2596 CONTACT: ERIC COMER	AT&T (615) 595-7816 CONTACT: DAVID TUTTEROW
ELECTRIC	SANITARY SEWER	CABLE
MIDDLE TN ELECTRIC 2156 EDWARD CURD LN. FRANKLIN, TN 37067 PHONE: (615) 595-4693 CONTACT: DALE HOOD	CITY OF FRANKLIN 124 LUMBER DRIVE FRANKLIN, TN 37064 PHONE: (615)794-4554 CONTACT: UTILITY INSPECTOR	COMCAST 2501 MCGAVOCK PK, SUITE 1206 NASHVILLE, TN 37214 (615)440-2920 CONTACT: PAULA BROOKS

REVISIONS:
06.04.2020 - PER COF COMMENTS

DATE: 04.27.2020
DESIGNED BY: JYB
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CHECKED BY: RLM
Q.C. BY: RLM
SCALE: 1" = 60'
PROJECT #: 116289002
SHEET NUMBER:

C5.1

McEwen Place Town Center, Revision 7
PUD DEVELOPMENT PLAN
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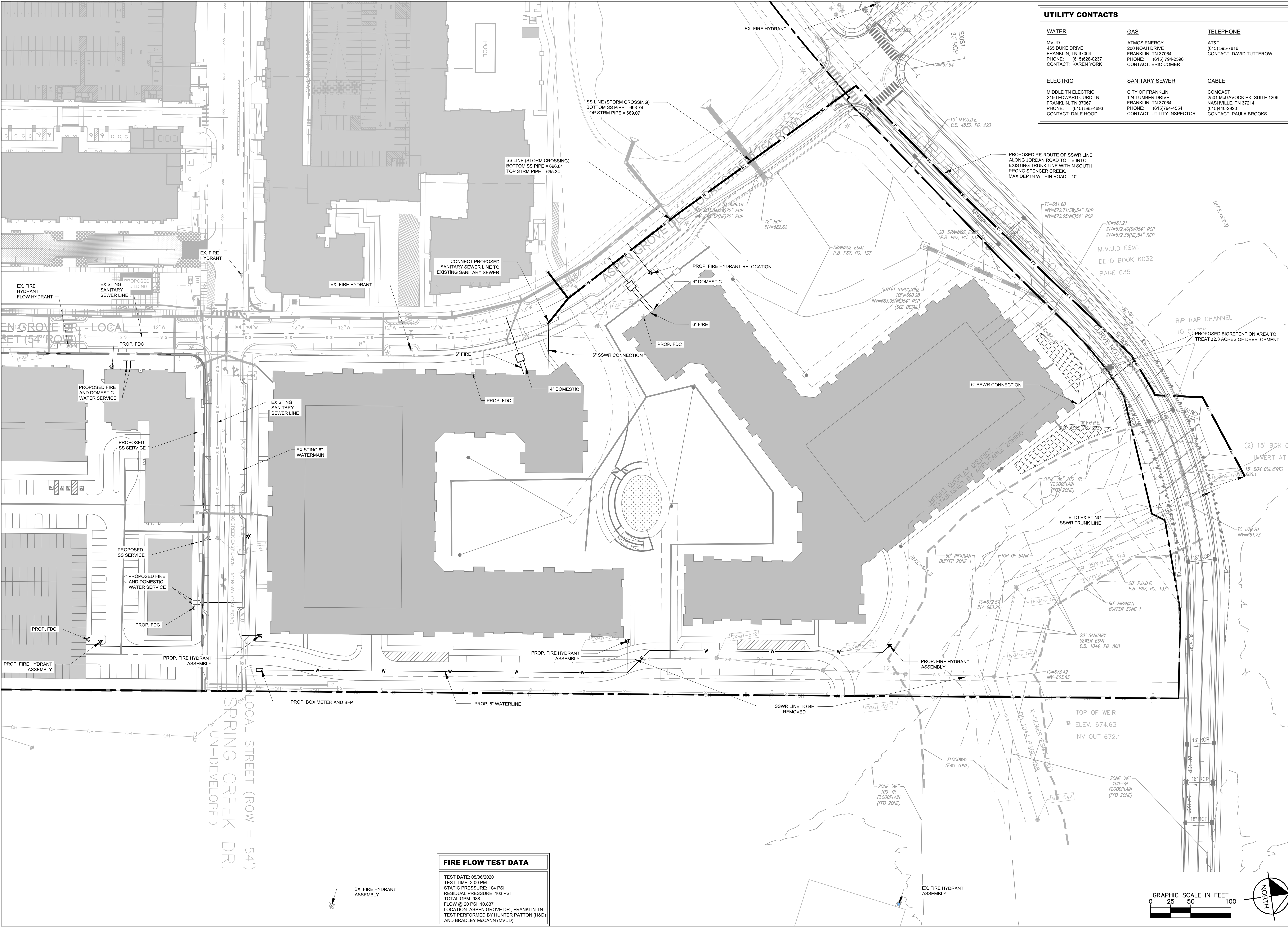


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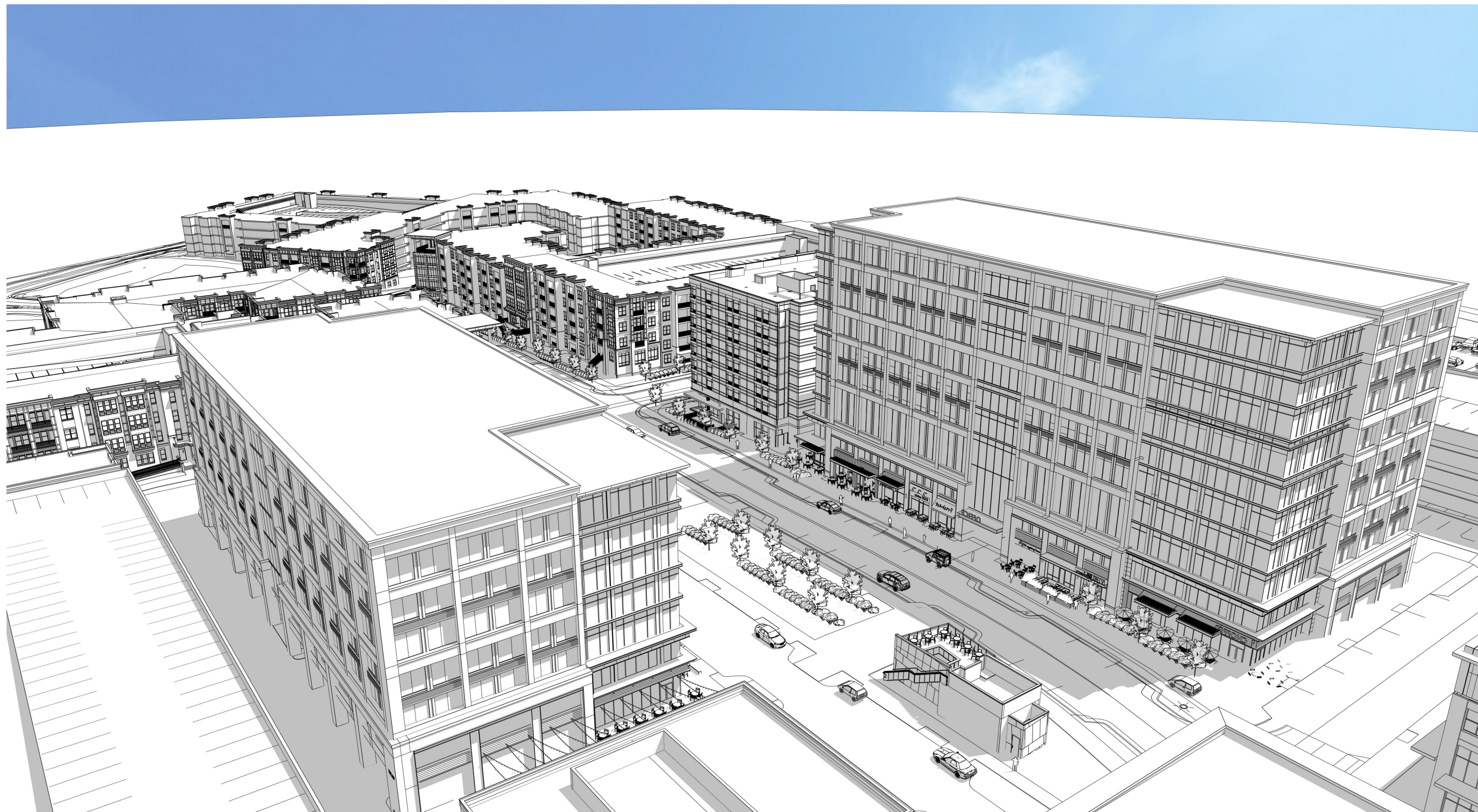
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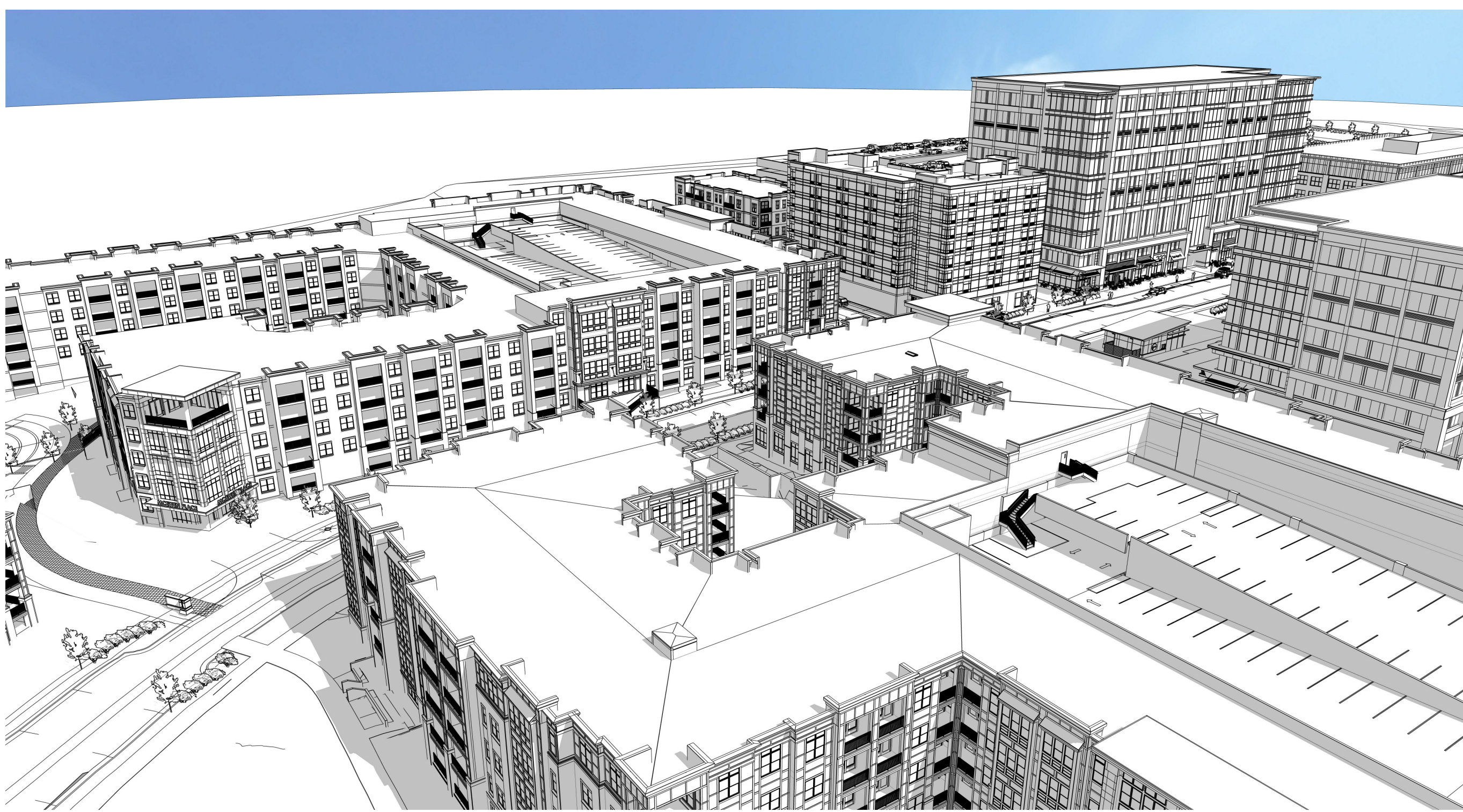
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Page 49 of 143



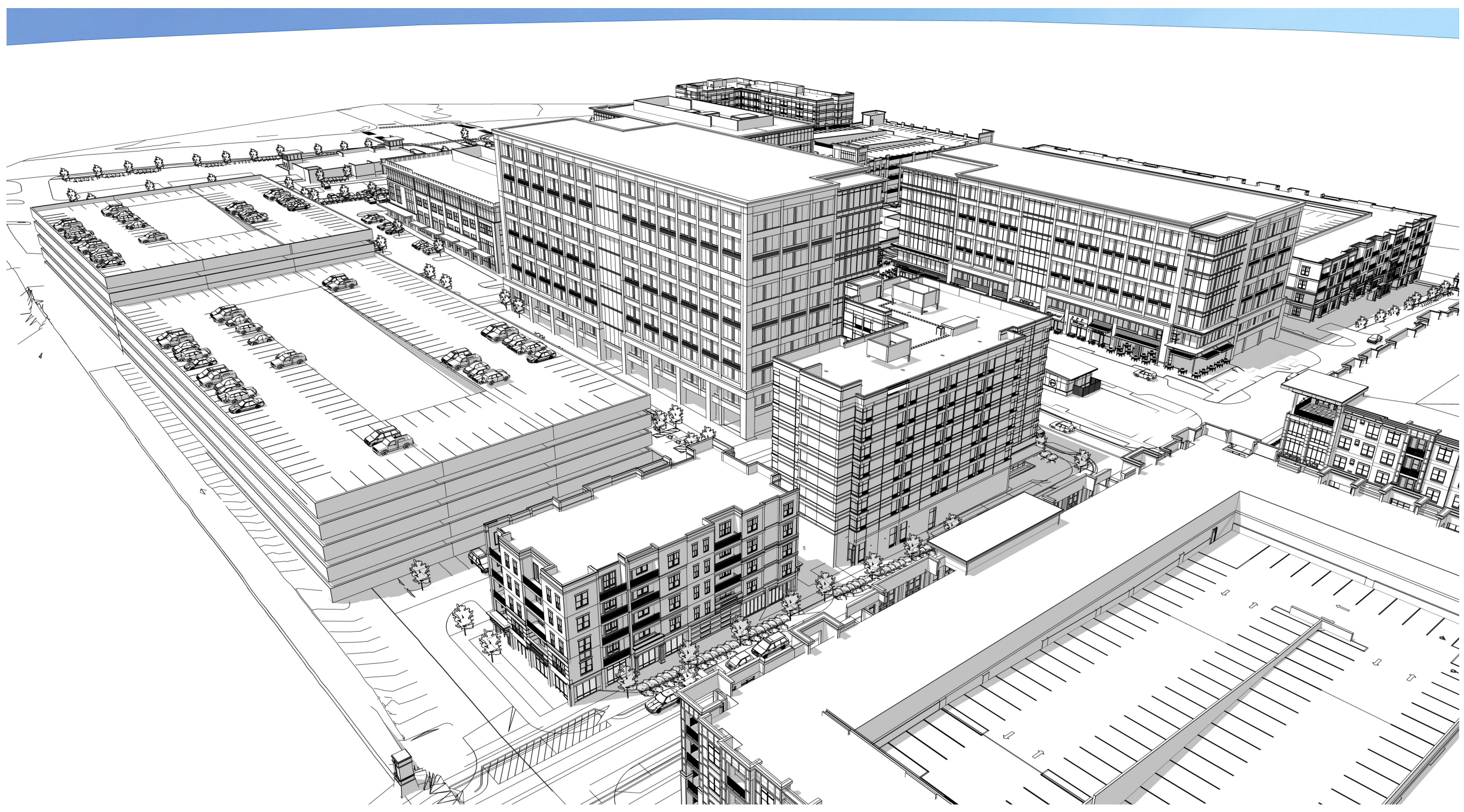
AERIAL VIEW: ASPEN GROVE DRIVE AT BLOCK B



AERIAL VIEW: ASPEN GROVE DRIVE AT BLOCK C



AERIAL VIEW: ASPEN GROVE DRIVE AT BLOCK G



AERIAL VIEW: SPRING CREEK DRIVE AT BLOCK F

6/4/2020 11:26:46 AM

906

STUDIO

ARCHITECTS

143 Fifth Avenue South
Franklin, TN 37064
615.988.9065
906studio.com

McEwen Place
Town Center
Northwood Ravin

Franklin, Williamson Co, TN



2020, 906 STUDIO ARCHITECTS, LLC.
DRAWINGS AND DESIGN CONCEPTS
SHALL NOT BE USED OR REPRODUCED
IN WHOLE OR PART IN ANY FORM
WITHOUT PRIOR WRITTEN CONSENT
OF 906 STUDIO ARCHITECTS, LLC.

NO.	DESCRIPTION	DATE

Project Number
20.1020

Blocks D,E,F, & G
VIEWS

A001



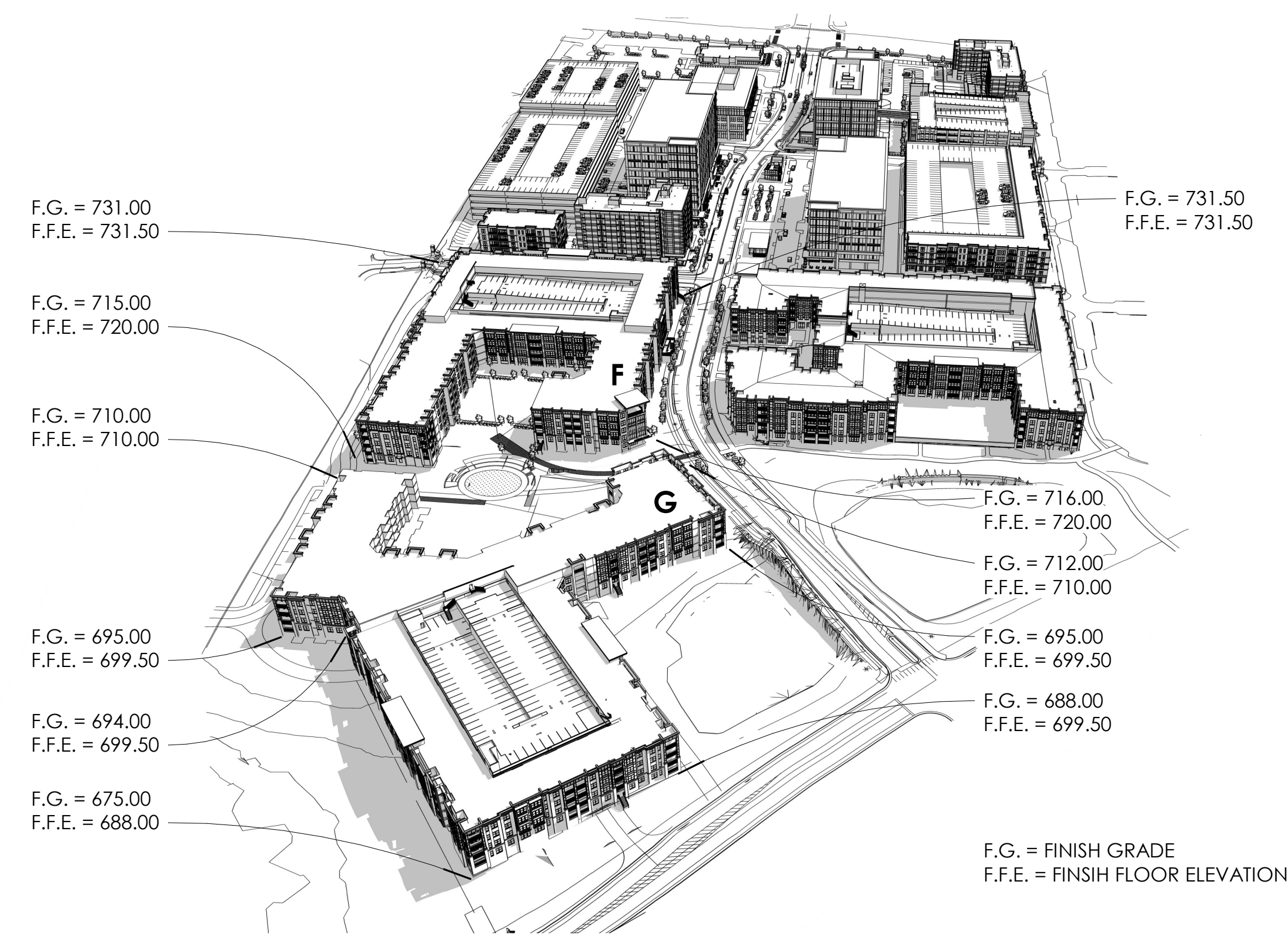
STREET VIEW: SPRING CREEK DRIVE FACING WEST



STREET VIEW: SPRING CREEK DRIVE FACING SOUTH-EAST



AERIAL VIEW: BLOCKS F & G FACING SOUTH



AERIAL VIEW: MCEWEN NORTHSIDE DEVELOPMENT

NOTE: FINISH GRADE AND FINISH FLOOR ELEVATIONS ARE APPROXIMATE AND SUBJECT TO FUTURE ADJUSTMENTS

McEwen Place
Town Center
Northwood Ravin

Franklin, Williamson Co, TN



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NO.	DESCRIPTION	DATE

Project Number
20.1020

Blocks D,E,F, & G
VIEWS

6/14/2020 11:26:48 AM



STREET VIEW: ASPEN GROVE DRIVE FACING EAST



STREET VIEW: SPRING CREEK DRIVE FACING NORTH-WEST



STREET VIEW: BUILDINGS F & G FACING WEST



AERIAL VIEW: SPRING CREEK AND ASPEN GROVE FACING NORTH-EAST

NOTE: FINISH GRADE AND FINISH FLOOR ELEVATIONS ARE APPROXIMATE AND SUBJECT TO FUTURE ADJUSTMENTS



2020, 906 STUDIO ARCHITECTS, LLC. DRAWINGS AND DESIGN CONCEPTS SHALL NOT BE USED OR REPRODUCED IN WHOLE OR PART IN ANY FORM WITHOUT PRIOR WRITTEN CONSENT OF 906 STUDIO ARCHITECTS, LLC.

NO.	DESCRIPTION	DATE



File #: 20-0771

DATE: May 21, 2020
TO: Board of Mayor and Alderman
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Lisa Clayton, Director of Parks
Alyssa Dillon, Research & Planning Specialist

SUBJECT:

Consideration Of COF Contract No. 2020-0144, Parkland Impact Fee Agreement Between The City of Franklin And NR McEwen Property Owner LLC For The Property Known As McEwen Place Town Center.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the parkland impact fee agreement between the City of Franklin and NR McEwen Property Owner LLC for the property known as McEwen Place Town Center.

BACKGROUND/STAFF COMMENTS:

NR McEwen Property Owner LLC is in the process of developing two hundred forty-one (241) dwelling units on the property known as McEwen Place Town Center located in Parkland Quadrant One (1). Parkland Impact Fees and Parkland Dedication requirements are set forth in the City's Parkland Dedication (Ordinance 2016-25 Franklin Municipal Code). The Parkland Impact Fee per dwelling unit is established Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00). The Total Parkland Impact Fee assessed for McEwen Place Town Center is One Million Thirty-Seven Thousand Two Hundred Sixty-Four and 00/100 Dollars (\$1,037,264.00). NR McEwen Property Owner LLC intends to develop certain private parkland amenities such as a pools, grilling stations, and event lawns to receive off-sets as set forth in the Parkland Ordinance. They also intend to develop certain private amenities which will be open to the public including a 12' multipurpose trail along Jordan Road and a public event lawn to receive off-sets as set forth in the Parkland Ordinance.

FINANCIAL IMPACT:

Franklin Capital Investment LLC will pay City One Million Thirty-Seven Thousand Two Hundred Sixty-Four and 00/100 (\$1,037,264.00) at the recording of the first final plat.

The estimated off-set for the amenities is Seven Hundred Seventy Seven Thousand Nine Hundred Forty-Eight and 00/100 (\$777,948.00), or Seventy-Five Percent (75%) of the total cost of the improvement upon submission and approval of the supporting documentation.

The remaining Two Hundred Fifty-Nine Thousand Three Hundred Sixteen and 00/100 (\$259,316.00) will be used for community-type park improvements within Quadrant One (1).

RECOMMENDATION:

Staff recommends approval of this agreement.

**PARKLAND IMPACT FEE AGREEMENT BETWEEN THE CITY OF FRANKLIN AND
NR MCEWEN PROPERTY OWNER LLC
CONTRACT NO. 2020-0144**

PARKLAND IMPACT FEE AND NR MCEWEN PROPERTY OWNER LLC (this "Agreement"), made and entered into this _____ day of _____ by and between THE CITY OF FRANKLIN, TENNESSEE (hereinafter "City") and NR McEwen Property Owner LLC (hereinafter "NR McEwen") pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code, and NR McEwen as owner of that certain land consisting of approximately 45.11 acres of partially undeveloped land located in Williamson County, Tennessee, as more particularly described in Exhibit A attached hereto, and NR McEwen, join herein for the sole purpose of consenting to and approving this Agreement, and hereby consent to and approve this Agreement.

WITNESSETH:

WHEREAS, NR McEwen is in the process of developing Map 062- Parcels 02222 & 02223 (the "Development Project"), consisting of approximately 45.11 acres known as McEwen Place Town Center consisting of Two Hundred Forty-One (241) dwelling units as more particularly shown on Exhibit A; and

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

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

WHEREAS, the total Parkland Impact Fee obligation for the McEwen Place Town Center project is One Million Thirty-Seven Thousand Two Hundred Sixty-Four and 00/100 Dollars (\$1,037,264.00); and

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

WHEREAS, pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code McEwen has agreed to construct parkland amenities as follows: , Jordan Road 12' Public Trail (Exhibit B), Public Trail/Fire Access and Event Lawn (Exhibit C), Neighborhood Amenity (Exhibit D) including pool, grilling stations, event lawn and associated environs, Neighborhood Amenity (Exhibit E) including pool, grilling stations, event lawn and associated environs as approved by the City of Franklin, all as more particularly shown and described on Exhibits A-F attached hereto; and

WHEREAS, NR McEwen has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project, and the estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director, or designee, on May 21, 2020 to be Seven Hundred Seventy-Seven Thousand Nine Hundred Forty-Eight and 00/100 Dollars (\$777,948.00); and

WHEREAS, NR McEwen Property Owner LLC has agreed to construct and maintain the parkland amenities as illustrated on Exhibits A-E and described in detail below subject to the terms and conditions set forth herein; and

WHEREAS, McEwen Place Town Center as illustrated in the approved Exhibits A-E shall not be altered, expanded, or in any way modified in any material way from the level, nature, and type of use as contemplated in this Agreement as of the date hereof, without the express prior written consent of the City (which shall not be unreasonably withheld, conditioned or delayed); and

WHEREAS, any approved fixed structures associated with the McEwen Place Town Center, such as fencing, benches, off-street parking, signage, etc. as illustrated on Exhibits A-F and further detailed on the approved construction drawings on file with the City of Franklin Parks Department that may be located in the City's non-exclusive, all-access public easement shall not be altered, expanded, or in any way modified in any material way by NR McEwen Property Owner LLC with respect to the nature and intensity of its use without the written consent of the City (which shall not be unreasonably withheld, conditioned or delayed).

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

I. AGREEMENT OF PARKLAND DEDICATION AND/OR PARKLAND IMPACT

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. NR McEwen Property Owner LLC and the City agree that McEwen Place Town Center shall be eligible and shall receive an offset of applicable Parkland Impact Fees as hereafter set forth for the McEwen Place Town Center parkland improvements and associated improvements as illustrated in Exhibits A-F, and as allowed under Title 25, Chapter 4 of the City of Franklin Municipal Code.
3. The total estimated cost of land design, and the cost of labor, equipment, supplies, and materials used to construct the McEwen Place Town Center as itemized in attached Exhibits A-F is One Million Two Hundred Ninety-Five Thousand Six Hundred Seventy Three and 35/100 Dollars (\$1,295,673.35) and the estimated total offset to NR McEwen Property Owner LLC is Seven Hundred Seventy-Seven Thousand Nine Hundred Forty-Eight and 00/100 (\$777,948.00) upon submittal and approval of supporting documentation. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the development.
4. The Jordan Road Trail indicated on Exhibit B shall be eligible for off-set only if an all-access public easement is granted over the entire trail system from McEwen Drive to Aspen Grove Drive. If an all-access easement is not granted, the trail section will not be eligible for off-set.
5. Pursuant to Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does and shall not exceed the total Parkland Impact Fees due for the Development Project.

6. NR McEwen shall be responsible for the location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocating or protecting public utilities.
7. Naming Rights. The policy of the City is to reserve naming or renaming of city assets to those circumstances which tradition and practice have shown to best serve the interests of the City and assure a worth and enduring legacy for the City.
8. All improvements, uses, and activities shall comply with the policies established by the City Franklin Zoning Ordinance and Municipal Code with the terms and conditions of this Agreement.
9. Upon completion and prior to acceptance of the McEwen Place Town Center improvements, NR McEwen Property Owner LLC, will provide reasonable documentation for all such cost and provide notarized release of liens.
10. Final as-built plans shall be submitted immediately following completion of construction activities. If the project is developed in phases, as-built plans for each phase shall be submitted once the work is complete in that phase. Acceptance of Parkland dedication and construction projects will not be issued until satisfactory as-built plans have been approved by the Parks Department Director and the City Engineer. All aspects of the project that have been affected by construction shall be verified and appear on the as-built plans. This would include, but is not limited to the following items:
 - All property lines and easements
 - New and Existing structures (include restrooms, playground equipment, trail/multi-use paths, trail heads, pavilions, pools, etc.)
 - Location of all “as-built” work with station and offsets
 - Height and location of all fences, walls, screens, trees, and hedges over 42” tall
 - All commercial driveways, paved areas, and required parking spaces
 - All concealed components with station and offsets (include known buried cables, utilities, drainage structures, etc.)
 - All utilities
 - File formats shall be in a *.PDF along with either *.DWG, *.DXF, *.DGN, or AutoDACr14
 - Two paper sets

*Note: on all sheets referencing the Tennessee State Plane Coordination System, Zone 5301, Fipszone 4100; NAD 83 datum.

Concealed components will require documented proof to be submitted with the as-built plans in the form of a certified construction log that has been generated by the design engineer. As-built plans are required to be endorsed by a Tennessee registered professional engineer and or a registered land surveyor.
11. Barring force majeure or weather delays, NR McEwen Property Owner LLC agrees, upon thirty (30) days written notice from the City, to remove, maintain, repair or replace trees, landscaping, and trail damage as described herein that may require reasonably removal,

maintenance, repair or replacement. The City reserves its right to determine health of the trees, landscaping, and condition of the McEwen Place Town Center and, whether trees, landscaping, and McEwen Place Town Center are to be replaced and maintained. If no remedy is made within the specified time, the City reserves the right to remove all affected trees and landscaping and repair the trail with notice to NR McEwen Property Owner LLC and at the sole cost and expense of NR McEwen Property Owner LLC. NR McEwen Property Owner LLC shall submit payment for full cost and expense incurred by the City within forty-five (45) days of the date of the invoice.

12. In the case of emergencies, such as natural disasters, where disturbances of trees or landscaping occurs at McEwen Place Town Center and NR McEwen has failed to minimize the disturbance, the City will make any emergency infrastructure repairs and/or initiate an emergency response to protect public safety, health, and welfare. The City will bring the site back to substantially similar condition as soon as practicable, subject to budgetary constraints; other priorities that serve the public health, safety, and welfare; seasonal limitations for replacement or planting; and weather delays.
13. The permission granted by this Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
14. This Agreement is non-transferable to the successors or assigns of NR McEwen Property Owner LLC unless the successor assumes the same obligations of NR McEwen Property Owner LLC in writing. Such assignment shall be provided to the City within fifteen (15) days after the transfer of the Development Project. Upon assignment, NR McEwen Property Owner LLC shall be relieved from any and all further liability under this Agreement, including, without limitation, pursuant to Section 18 hereof.
15. NR McEwen Property Owner LLC shall exercise the rights, privileges and permission granted herein at NR McEwen Property Owner LLC's own risk. NR McEwen Property Owner LLC shall not claim any damages from the City for any injuries or damages, including death, about or because the exercise of such rights, privileges or permission, the condition of the non-exclusive, all-access public easement or the use of the non-exclusive, all-access public easement excluding gross negligence or willful misconduct by the City and its Mayor, Aldermen, officers, employees, officials and agents. NR McEwen Property Owner LLC shall indemnify and hold harmless the City, its Mayor, Aldermen, officers, employees, officials and agents, from and against all claims, actual damages, actual losses and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected with the failure of NR McEwen Property Owner LLC to comply with any of the provisions specified herein or with the City's direction to remove and/or maintain any trees, landscaping, or portions of the McEwen Place Town Center depicted in Exhibits A-F. The City shall not be liable to NR McEwen Property Owner LLC should NR McEwen Property Owner LLC's use of the property be hindered or disturbed. The City will not be liable to NR McEwen Property Owner LLC for any reason not specifically stated herein.
16. The City and NR McEwen agree that the terms and conditions contained herein shall be binding on and shall insure to their heirs, representatives, successors, and assigns and that

there are no understandings or agreements between them except as contained in this instrument.

17. Applicable Law/Choice Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
18. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

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

In the case of NR McEwen Property Owner LLC:

NR McEwen Property Owner, LLC
Attn: Jeff Furman
558 E Stonewall Street
Suite 120
Charlotte, NC 28202

19. This Agreement shall be recorded with the Williamson County Register of Deeds with a copy maintained in the City Recorder's office in City Hall, Franklin, TN. Upon completion of this Agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.
20. This Agreement constitutes the entire agreement between parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**

No member, Mayor, Alderman, official, or employee of the City shall be personally liable to NR McEwen or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Association or successor or on any obligations hereunder; provided, however, the City shall remain liable to NR McEwen for its gross negligence and willful misconduct. The City shall only look to NR McEwen and the Development Project for the enforcement of NR McEwen's obligations hereunder. None of the trustees, officers, directors, employees, members, owners, partners or shareholders of NR McEwen or any direct or indirect owner of NR McEwen shall have any personal liability for any of the liability or obligations of NR McEwen in connection herewith.

2. **Warranties/Limitation of Liability/Waiver.**

The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies

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

3. **Severability.**

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

[Signature pages follow next]

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

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____

Dr. Ken Moore, Mayor

Date: _____

By: _____

Eric S. Stuckey, City Administrator

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

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

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

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____

Maricruz R. Fincher, Staff Attorney

**NR McEwen Property
Owner LLC**

By:
Name:
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
_____)
COUNTY OF _____)

On _____, before me, _____,
Notary Public, personally appeared _____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing
paragraph is true and correct.

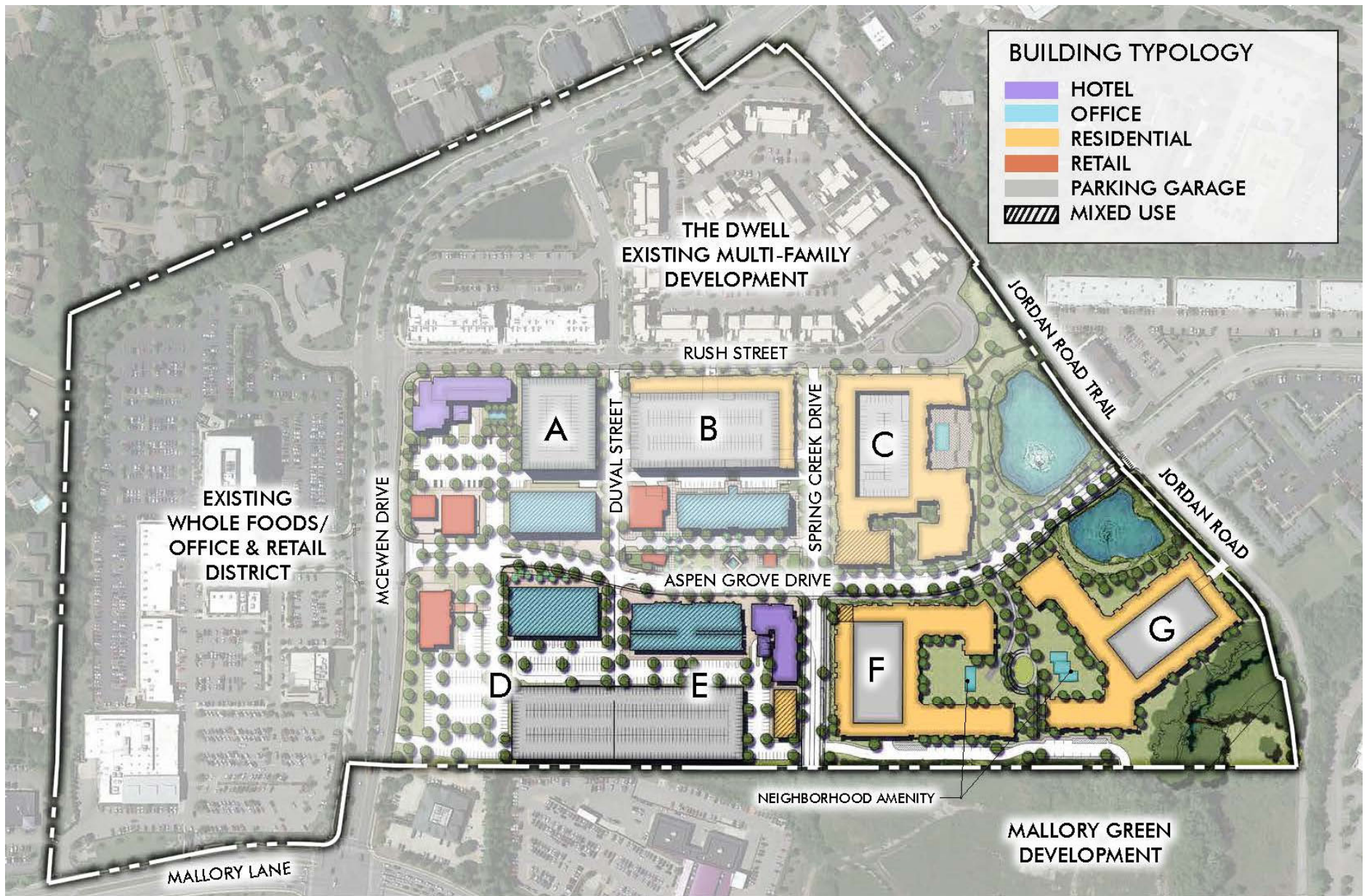
WITNESS my hand and official seal.

_____(seal)
Signature

My Commission Expires: _____

APPENDIX A:

EXHIBITS



BOYLE

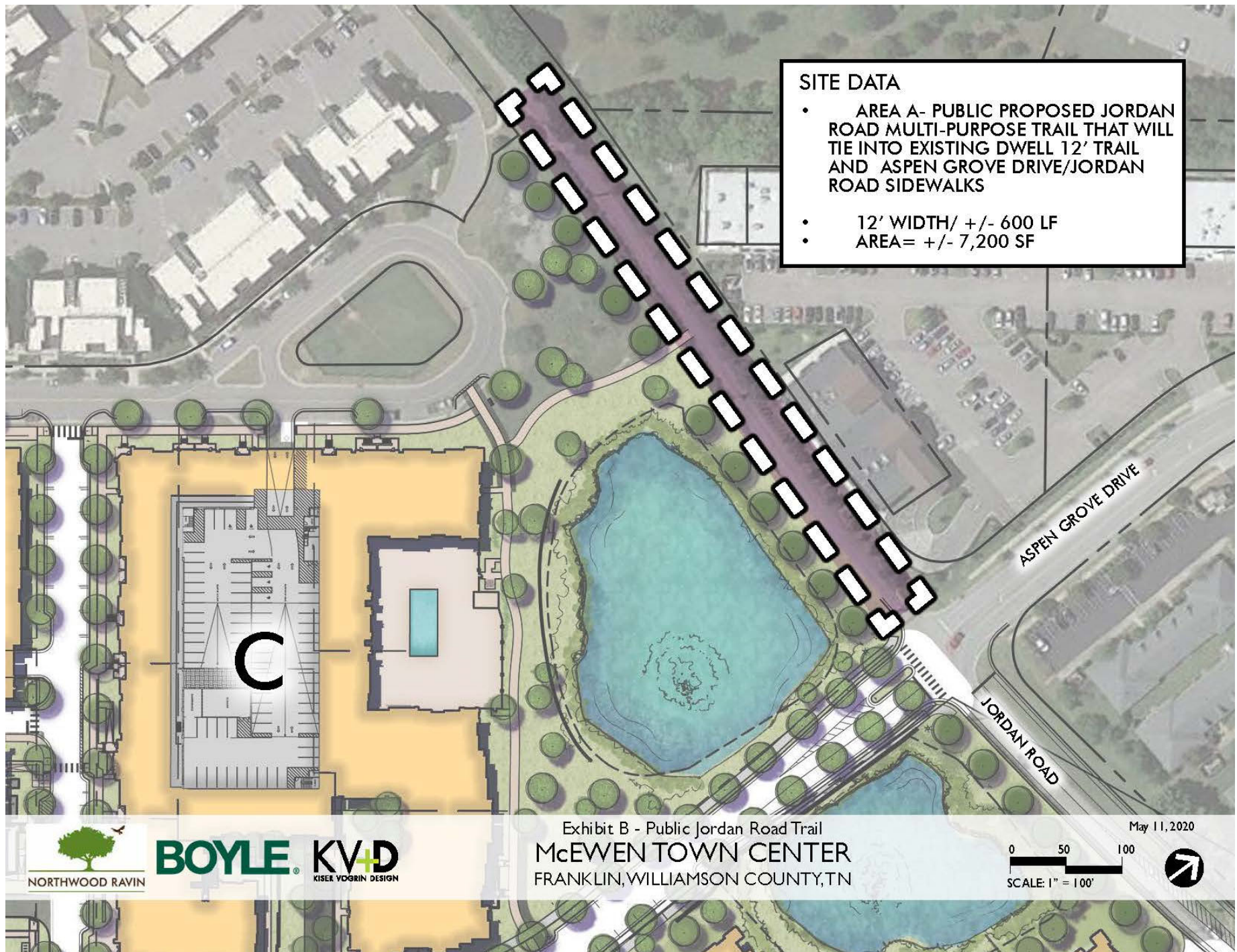
KV+D
KISER VOGRIN DESIGN

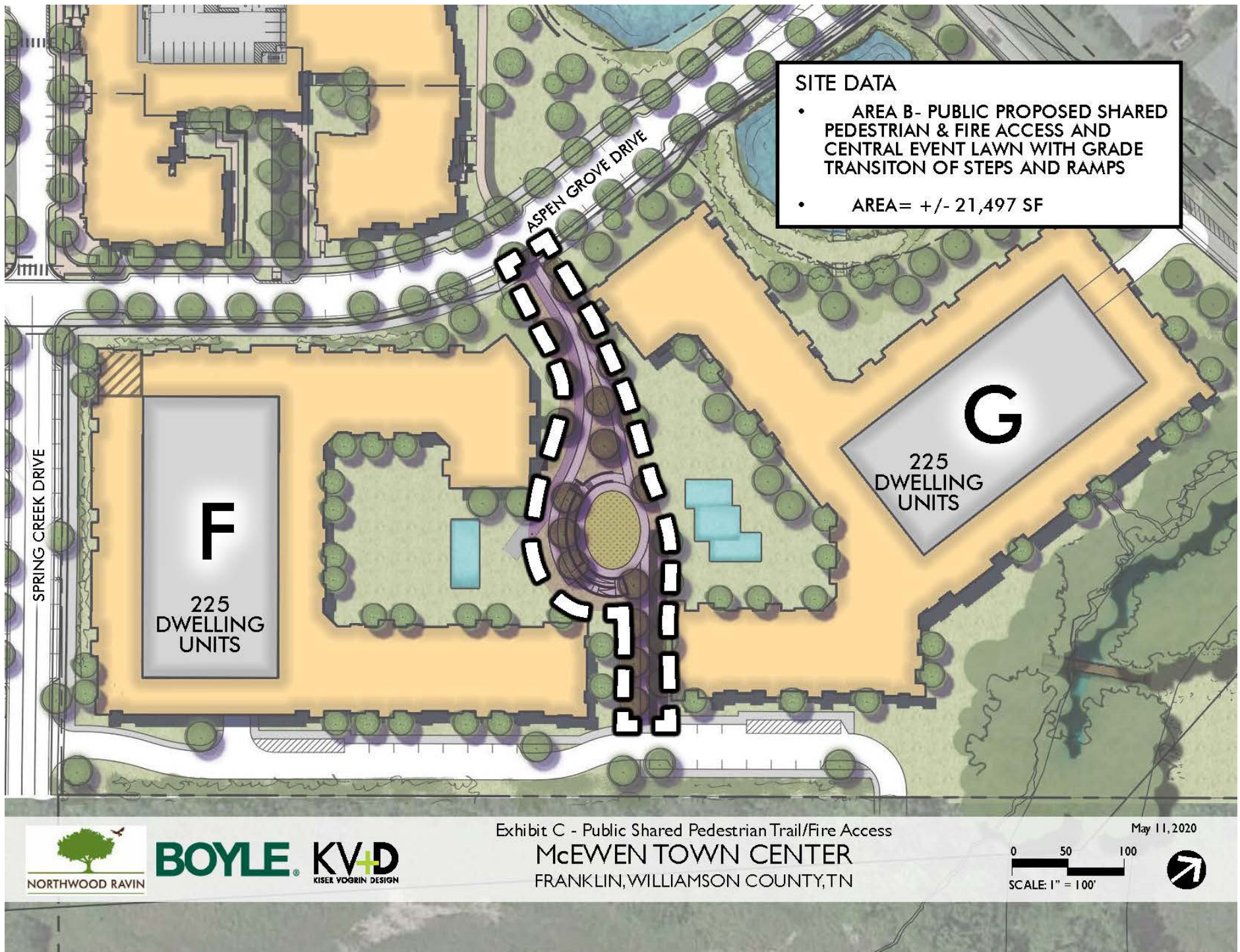
Exhibit A - Overall Master Plan
McEWEN TOWN CENTER
FRANKLIN, WILLIAMSON COUNTY, TN

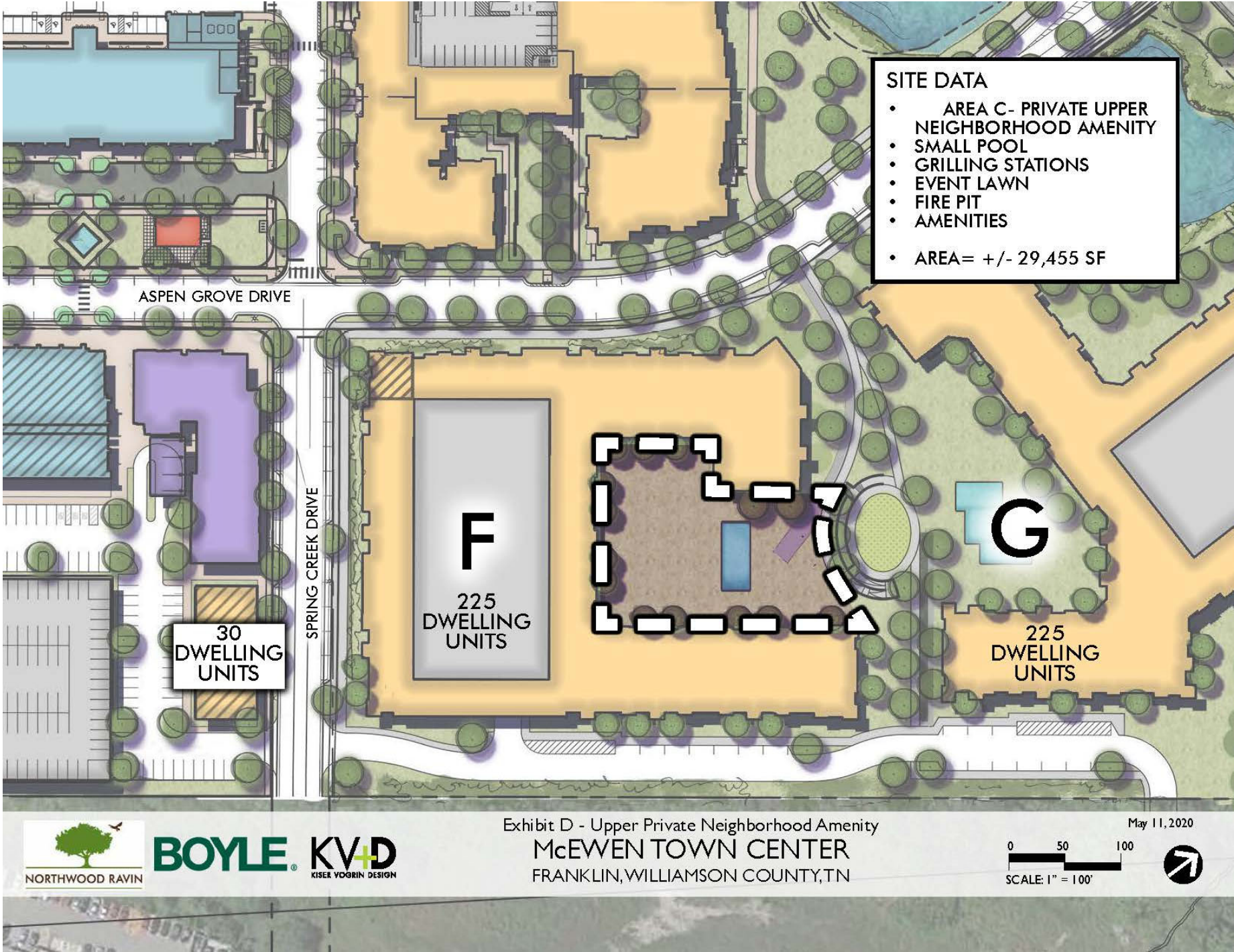
May 11, 2020

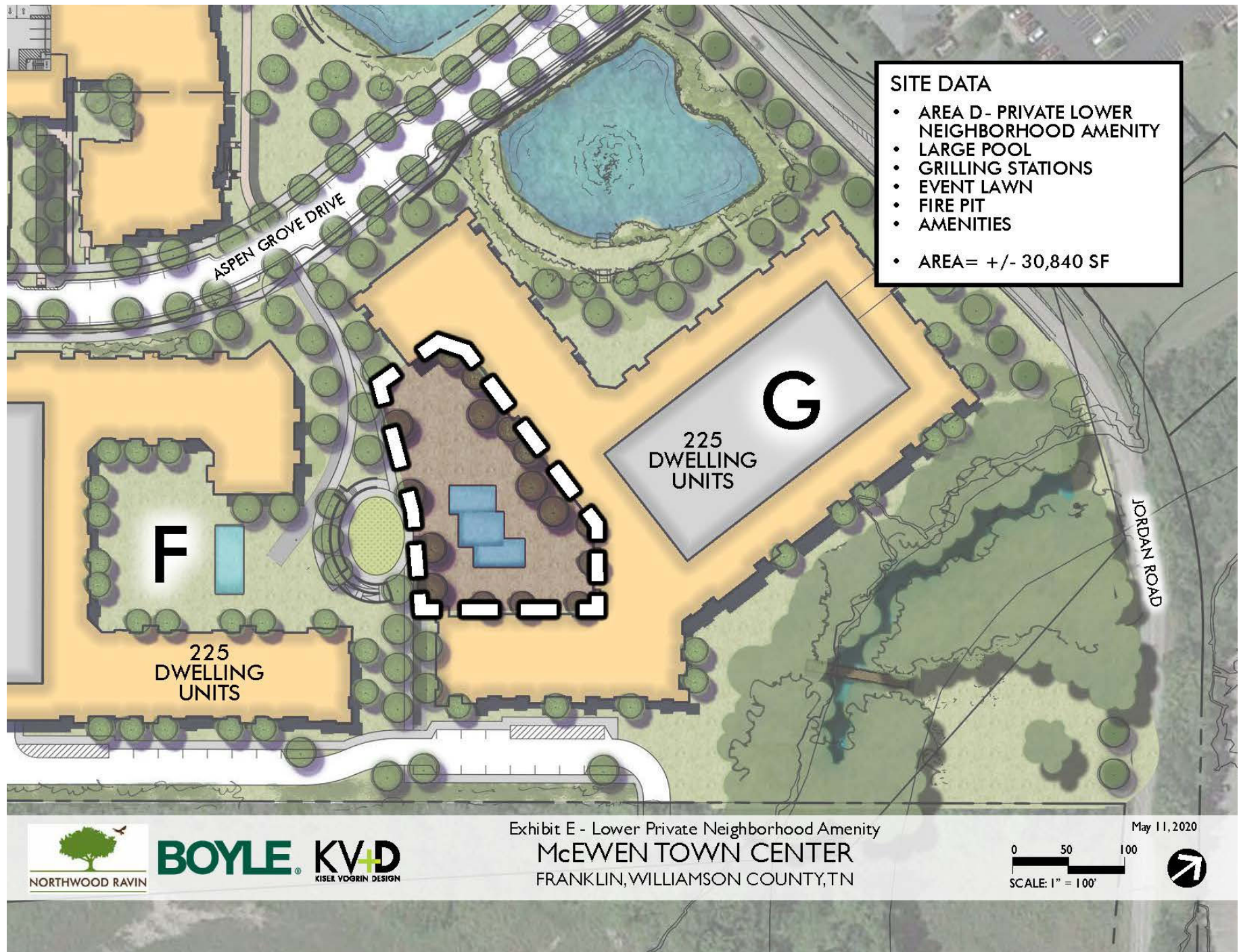
0 150 300
SCALE: 1" = 300'











Parkland Requirements		Additional 241 Proposed Residential Dwellings Units		
Descriptions	Quantity	Unit	Unit Price	Total
Total Required Parkland Dedication	241	Unit	\$4,304	\$ 1,037,264
Design/Planning/Engineering (Professional Services)				
Kiser + Vogrin Design, Design Fees/Project Construction Administration Fees	1	unit		\$ 110,000
Kimley Horn Design Fees/Project Construction Administration Fees	1	unit		\$ 58,000
50% Offset				84,000
Sub Total				\$ 84,000
Area A - Public Jordan Road Multi-Use Trail				
12' Asphalt Trail	+/- 600	LF	---	\$ 128,292
75% Offset				\$ 32,073
Sub Total				\$ 96,219
Area B – Public Proposed Shared Pedestrian Trail/Fire Access & Event Lawn				
Feature Allowance	1	unit	---	\$ 323,500
75% Offset				\$ 80,875
Sub Total				\$ 242,625
Area C – Private Upper Neighborhood Amenity				
Neighborhood Amenity Allowance	1	unit	---	\$ 650,000
50% Offset				\$ 325,000
Sub Total				\$ 325,000
Area D – Private Lower Neighborhood Amenity				
Neighborhood Amenity Allowance	1	unit	---	\$ 1,050,000
50% Offset				\$ 525,000
Sub Total				\$ 525,000
Total Cost for Design and Construction				\$ 1,272,844
Land Cost – Public (Exhibit C)				
0.49 acres x \$62,121/Acre				\$30,439.29
75% Offset				\$7,609.83
Sub Total				\$22,829.47
Total cost of Project				\$ 1,295,673.35
Parkland Impact Fee Requirement				\$ 1,037,264
Dedication Beyond Requirement				\$ 258,409.47

Note: All proposed improvements to be completed in one phase.



File #: 20-0873

DATE: June 24, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Lawrence Sullivan, Asst. City Recorder

SUBJECT:

*Consideration Of Resolution 2020-117, A Resolution Allowing For The Temporary Suspension Of Penalties For Delinquent Water, Sewer, Reclaimed Water, Stormwater And Sanitation Collection Services from the Date of the Expiration of Mayor Moore's Executive Orders Through September 30, 2020.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the temporary suspension of penalties for delinquent water, sewer, reclaimed water, stormwater and sanitation collection services.

BACKGROUND/STAFF COMMENTS:

Due to the sudden closure of businesses and reduced economic activity during the COVID-19 pandemic, City of Franklin Dr. Ken Moore issued Executive Orders beginning April 3, 2020, which allowed for suspension of penalties for delinquent water, sewer, reclaimed water, stormwater and sanitation collection services for periods of 7 days. Mayor Moore's final Executive Order to include this temporary suspension was issued on June 5, 2020.

Staff recommends the Board of Mayor and Aldermen, through means of this resolution, allow for temporary suspension of such penalties through September 30, 2020. By granting further suspension, customers with delinquent bills may request a payment agreement during the month of July, which are typically 60 days in duration, without incurring penalty while fulfilling terms of the agreement. Customers with delinquent balances are contacted in multiple ways including letters, unpaid balances shown on monthly bills and automatic phone messages.

FINANCIAL IMPACT:

Penalties for delinquent utilities and sanitation services are allocated and recorded as revenue to the Water & Sewer, Stormwater and Sanitation Funds. There will be penalties accrued for delinquent customer accounts for the months of April to September 2020.

RECOMMENDATION:

Staff recommends Approval.

RESOLUTION 2020-117

**A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN ALLOWING
FOR THE TEMPORARY SUSPENSION OF PENALTIES FOR DELINQUENT
WATER, SEWER, RECLAIMED WATER, STORMWATER AND SANITATION
COLLECTION SERVICES FROM THE DATE OF THE EXPIRATION OF
MAYOR MOORE'S EXECUTIVE ORDERS THROUGH SEPTEMBER 30, 2020**

WHEREAS, on March 12, 2020, Governor of Tennessee Bill Lee issued Executive Order No. 14 declaring a state of emergency to facilitate the response to the COVID-19 pandemic, and Governor Lee has extended the orders by issuing Executive Orders No. 50, 51, and 52; and

WHEREAS, the COVID-19 pandemic adversely impacted the economic condition of many City of Franklin residents and utility customers in a sudden and unanticipated manner; and

WHEREAS, on April 3, 2020, City of Franklin Mayor Dr. Ken Moore issued Executive Order 2020-05 to facilitate the emergency response within the City of Franklin, and by which Section 7 initially suspended the addition of penalties for late payment of water, sewer, reclaimed water, sanitation, and stormwater bills for a period of 7 days; and

WHEREAS, on April 10, 2020; April 17, 2020; April 24, 2020; May 1, 2020; May 8, 2020; May 15, 2020; May 22, 2020; May 29, 2020; and June 5, 2020, City of Franklin Mayor Dr. Ken Moore issued subsequent Executive Orders 2020-07, 2020-09, 2020-11, 2020-12, 2020-13, 2020-14, 2020-15, 2020-16 and 2020-17 continuing the suspension of additional penalties for delinquent bills for 7 days; and

WHEREAS, without the existence of Executive Orders issued by Mayor Dr. Ken Moore, there is a desire of the Board of Mayor and Aldermen to suspend addition of penalties for delinquent water, sewer reclaimed water, stormwater, and sanitation collection services as required by Franklin Municipal Code 17-113, 18-114, 18-210, and 18-415 for a temporary period to end September 30, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen for the City of Franklin as follows:

Section 1. Addition of penalties for delinquent water, sewer, reclaimed water, stormwater, and sanitation collection services, as stated in Sections 17-113, 18-114, 18-415 and 18-210 of Franklin Municipal Code, are suspended for a period beginning from the expiration of Mayor Moore's executive orders and ending September 30, 2020.

Section 2. That this Resolution shall be effective upon adoption.

IT IS SO RESOLVED AND DONE on this ____ day of July, 2020.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

Shauna R. Billingsley
City Attorney



File #: 20-0713

DATE: June 25, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Lisa Clayton, Director of Parks
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

*Consideration Of COF Contract No. 2020-0124, A Professional Services Agreement (COF Contract No. 2020-0124) With Kimley-Horn And Associates, Inc. For The Harlinsdale Main Barn At A Lump Sum Cost of \$255,000.00.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Professional Service Agreement (PSA) with Kimley-Horn and Associates, Inc.

BACKGROUND/STAFF COMMENTS:

On February 12, 2019, the BOMA approved Resolution 2019-08 to accept The Park at Harlinsdale Farm Master Plan. Subsequently, several improvements to the park were included for consideration during the prioritization of the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). Ultimately, the BOMA approved Resolution 2019-68 to adopt the project list for the FYs 2019-2028 CIP. Included in that project list was the restoration of and improvements to the Main Barn at The Park at Harlinsdale Farm at a estimated total project cost of \$1,717,070.

Staff has negotiated a scope of services with Kimley-Horn and Associates, Inc., who is one of the Parks Department's on-call consultants, to perform the design of the restoration and improvements to the Main Barn.

FINANCIAL IMPACT:

The total cost of this PSA is \$255,000.00. Expenses for this project have been programmed to be paid from the Hotel/Motel Tax Fund. This corresponds to a General Ledge (GL) code of 150-89310-47100.

RECOMMENDATION:

Staff recommends approval of the PSA (COF Contract No. 2020-0124) with Kimley-Horn and Associates, Inc. in the lump sum amount of \$255,000.00

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2020-0124**

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

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

HARLINSDALE MAIN BARN

1. SCOPE OF SERVICES. Consultant shall provide engineering 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 the Amount of **TWO HUNDRED FIFTY-FIVE THOUSAND AND 00/100 DOLLARS (\$255,000.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2020.

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 claims, judgments, losses, damages, and expenses to the extent such claims, 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 claims, 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. The City shall retain an ownership and property interest therein) whether or not the Project is completed.

- 7.1.1 USE OF DATA SYSTEMS: The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the Consultant by the City.
- 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.

CITY OF FRANKLIN, TENNESSEE:

CONSULTANT:

BY: _____
Dr. Ken Moore
Mayor
Date: _____

BY: _____
Authorized Signature
Title: _____
Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney



April 28, 2020

Ms. Shahad Abdulrahman
City of Franklin, Engineering Department
109 Third Avenue South
Franklin, Tennessee 37064

Re: Professional Services Agreement
Harlinsdale Main Barn Construction Documents

Dear Ms. Abdulrahman:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Franklin ("Client") for providing design services for Harlinsdale Main Barn and site improvements.

Project Understanding

The City of Franklin adopted The Park at Harlinsdale Farm Master Plan on December 17, 2018 and identified improvements to be made on the property including the Main Barn which was acknowledged as the highest priority of the structures to be preserved. The Master Plan proposes the Main Barn to be used as an event space as well as a place to host educational activities and a park office. The proposed building improvements consist of adding a rubberized ADA compliant flooring system with drainage system, restoring Mr. Harlin's office, restoring the Women's Lounge, adding a warming kitchen, utilizing the former Jockey Room for mechanical and electrical equipment room, adding restrooms as required by code, adding overhead doors and additional ADA egress, adding interior lighting, adding a horse entry, adding signage at the stalls as well as standard City project plaque, restore stall doors and walls to be functional adding a HVAC system to offices/warming kitchen/restrooms, adding large overhead fans and gas overhead heaters to open event space, bid alternate in-ground floor heating system in open event space, add fire suppression system, and utilizing the upstairs loft for storage. The proposed site improvements will consist of expanding water and sewer service lines from the existing restroom building to the Main Barn which will be approximately 300' in length, expanding parking lot, adding code required landscape material, paving gravel circle drive, and adding a special paved plaza connection between the Main Barn and Arena. The design team will consist of Kimley-Horn for landscape architecture and civil engineering, Wilson & Associates for survey, Genesis Engineering for MEP and structural engineering, Historical Concepts for architecture, and The Design Atelier for interiors. This current scope will consist of completing 60% Construction Plans, and an addendum will be provided later to complete 100% Construction Documents.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.



Task 1 – Project Coordination Services and Meetings

This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, and discussion of project elements with the Client throughout the process. As the prime consultant for the design team, Kimley-Horn will organize and coordinate necessary internal team meetings for the project design throughout the process.

Task 1.1 – Site Visit

The design team will visit the project site with the Client and affirm the room types, program needs, and proposed uses. During this visit, the design team will interview the Client and Friends of Franklin Parks in order to create a Design Brief, outlining the project's design parameters and initial vision as well as document the existing conditions with photography and handwritten notes.

Task 1.2 – Design Review Meetings

Kimley-Horn will attend up to three (3) design review meetings with City staff to facilitate discussion regarding the project design elements during the conceptual, schematic, and design development phases prior to the project being put out for bid. Historical Concepts, The Design Atelier, and Genesis Engineering will attend one of the design review meetings.

Task 1.3 – City Approval Meetings

Kimley-Horn will attend the following meetings as a part of the City's review and approval process:

- Pre-application meeting
- Planning Commission meeting
- Capital Investment Committee, 2 meetings
- Historic Zoning meeting

If additional meetings are required for the project, an additional services addendum will be required.

Task 2 – Project Design

Task 2.1 – Topographic Survey

Kimley-Horn's subconsultant will provide land surveying services for the project under the supervision of a Professional Land Surveyor licensed in the State of Tennessee. The topographic survey will be conducted in accordance with rule 0820-03.07(2) according to the current Tennessee Minimum Standards of Practice as promulgated by the Tennessee State Board of Examiners for Land Surveyors. Contour data will be derived from a combination of UAS LiDAR scans and field-run shots. All data will be Post Processed Kinematic (PPK) using State Plane coordinates and Vertical Datum Geoid 03 and will include several different land-cover classes which have been compiled to meet or exceed the National Map Accuracy Standards (NMAS) of a 2 foot equivalent contour interval at 90 percent confidence level. The topographic Survey will consist of an as-built of current conditions on site and existing utility locations within the approximately 18 acres of the project premise.

Task 2.2 – Conceptual Design

The design team will prepare preliminary drawings for the project scope that will consist of exterior site improvement layouts, floor plan analysis, interior inspiration imagery, and sketches illustrating the



Ms. Shahad Abdulrahman, April 28, 2020, Page 3

character of the proposed Main Barn improvements. The architectural and interior scope will utilize existing as-builts provided by City from the Master Plan completed in 2018.

Task 2.3 – Schematic Design

Upon receipt of comments on the Conceptual Design documents, the design team will prepare Schematic Design plans (30% complete). The design team anticipates the following preliminary sheets for this submittal:

- Site Plan
- Landscape Plan
- Utility Plan
- Floor Plans
- MEP Plan
- Initial Interior Elevations
- Initial Material and Finish Selections

Task 2.4 – Design Development

Upon receipt of a consolidated list of revisions from the Client's Schematic Design plan review, the Design Development plans (60% complete) will be prepared for a construction cost review and will consist of the following sheets:

- Cover Sheet
- Existing Conditions
- Demolition Plan
- Erosion and Sediment Control Plan
- Site Plan
- Grading and Drainage Plan
- Landscape Plan
- Irrigation Plan
- MEP Plan
- Utility Plan
- Building Floor Plans
- Exterior Elevations
- Building Sections
- Exterior Details
- Interior Elevations
- Trim Details
- Finish Selections (i.e. plumbing and electrical fixtures, flooring, counters, hardware, and color and textures included in design)



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Task 2.5 – Construction Drawings

Following receipt of the approved Design Development drawings, the design team will prepare a set of 60% construction plans and send to the City for Site Plan submittal. It is anticipated this set of plans will be 24"x36" in size and will consist of the following sheets:

- Cover Sheet
- General Notes
- Existing Conditions
- Demolition Plan
- Erosion and Sediment Control Plan
- Site Plan
- Grading and Drainage Plan
- Landscape Plan
- Irrigation Plan
- MEP Plan
- Utility Plan
- Building Floor Plans
- Exterior Elevations
- Building Sections
- Exterior Details
- Interior Elevations
- Trim Details
- Finish Selections (i.e. plumbing and electrical fixtures, flooring, counters, hardware, and color and textures included in design)

Task 2.6 –Opinion of Probable Construction Cost

The design team will prepare an opinion of the probable construction cost to accompany the 60% design plans. The opinion of probable construction cost will be based on actual bid prices for recent projects which involved similar equipment and construction, to the extent that such information is available. The architecture scope is atypical and will require the design team to request an estimate from a contractor to provide information regarding this portion of the scope for the probable construction cost. The probable construction cost will be based on preliminary construction quantities developed from the preliminary construction plans.

Any opinions rendered as to costs, expenses, or revenue, including but not limited to opinions as to the costs of construction and materials, shall be made based on the Kimley-Horn's experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids, actual costs, or revenues will not vary from its opinions.

Task 2.7 – Final Plans and Opinion of Probable Construction Cost

The design team will address this task and make final edits and prepare 100% Construction Documents and OPC as an addendum to this contract.



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Task 3 – Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the City requests, will be considered Additional Services and will be an addendum to the original contract. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional meetings beyond those outlined in the above scope
- Additional design beyond the scope that is outlined above
- 100% Construction Documents and OPC
- Bid Assistance
- Construction Administration
- Asbestos Mitigation
- Others as requested by the Client

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Barn as-built drawings
- Existing utility locations

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 – 2.6 for the total lump sum fee below. All permitting, application, and similar project fees will be paid directly by the Client.

Total Lump Sum Fee	\$255,000
Project Management, Civil Engineering and Landscape Architecture	\$108,500
Survey	\$ 5,500
Architecture	\$ 80,500
Interior Design	\$ 35,500
MEP and Structural Engineering	\$ 25,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



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Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Professional Services Agreement, which is incorporated by reference. As used in the Professional Services Agreement, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **City of Franklin, Tennessee**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Alisha Eley, PLA
Project Manager

Ryan McMaster, P.E.
Vice President

CITY OF FRANKLIN, TENNESSEE
A Municipal Government

By: _____

(Date)



Ms. Shahad Abdulrahman, April 28, 2020, Page 7

(Print or Type Name)

Title: _____
(Member or Manager, as authorized)

(Email Address)

_____, Witness
(Print or Type Name)

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information



Ms. Shahad Abdulrahman, April 28, 2020, Page 8

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner	☐

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners



File #: 20-0887

DATE: June 30, 2020

TO: Board of Mayor and Alderman

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

SUBJECT:

*Consideration Of COF Contract No. 2020-0081, Fieldstone Farms Sidewalk Improvements Agreement, With The Fieldstone Farms Homeowner'S Association, Inc. For Sidewalk Improvements Along Lexington Parkway And Fieldstone Parkway.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF 2020-0081.

BACKGROUND/STAFF COMMENTS:

The Fieldstone Farms Homeowners Association (HOA) requested a partnership with the City of Franklin to build sidewalks along Fieldstone Parkway and Lexington Parkway. The HOA has agreed to split the final cost associated with the project with 50% of the cost paid by the HOA and 50% of the cost paid by the City of Franklin. The HOA has agreed to be responsible for managing, supervising and contracting with a licensed contractor to complete the project and the City of Franklin Street Department will provide the necessary inspection within City right-of-way.

FINANCIAL IMPACT:

The total estimated project cost is \$578,374. The City and HOA will split the final cost 50/50. The City's share to come from annual Sidewalk Gap Funding budgeted within the Street Aid and Transportation Fund and provided for through the Invest Franklin initiative.

RECOMMENDATION:

Staff recommends approval of COF 2020-0081.

**FIELDSTONE FARMS SIDEWALK IMPROVEMENTS AGREEMENT
COF CONTRACT NO 2020-0081**

This Agreement is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and FIELDSTONE FARMS HOMEOWNER'S ASSOCIATION, INC., ("HOA"), on this the _____ day of _____, 2020.

WHEREAS, the HOA and City desire to improve the sidewalk along Lexington Parkway and Fieldstone Parkway as conceptually shown on Exhibit A; and

WHEREAS, the HOA and City desire to evenly split the final cost associated with project with 50% of the cost paid by the HOA and 50% of the cost paid by the City; and

WHEREAS, the HOA shall pay 100% of the cost associated with the sidewalk improvements located at the HOA Club House/Pool located on private property.

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

1. **PURPOSE.** The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement.
2. **TERM.** This Agreement shall become effective on the date it is fully executed and shall continue until the parties have fully fulfilled their obligations provided hereunder or until the agreement is terminated as provided herein. Understanding the large financial investment each party is making, this Agreement shall only be terminated for convenience upon written agreement of the parties.
3. **PROJECT.**
 - a. The HOA and City have reviewed reliable information related to the costs of construction of the following improvements: Lexington Parkway and Fieldstone Parkway Sidewalk Project ("Improvements").
 - b. The HOA shall be responsible for managing, supervising and contracting with a licensed contractor to complete the Improvements as conceptually shown on Exhibit A.
 - c. The City shall be responsible for inspecting the Improvements as conceptually shown on Exhibit A.
 - d. Should the Improvements impact any privately owned and maintained landscaping, monument signs, fencing and irrigation, the HOA shall be 100% responsible for all cost and work associated with repairs.
 - e. The total estimated cost associated with the Improvements is **Five Hundred Seventy-Eight Thousand Three Hundred Seventy-Four and No/100 Dollars** (\$578,374.00).
4. **APPROVAL OF CONTRACTS AND AGREEMENTS.** The Street Department Director shall review and approve all construction bids and change orders associated with the Improvements. The HOA shall obtain approval prior to the spending of any funding in which the HOA is seeking reimbursement from the City. The HOA agrees that failure to obtain contract approval from the Street Department Director may result in loss of City reimbursement.

5. **Reimbursement and Final Acceptance.**

- a. The HOA and City will equally split all costs associated with the Improvements except for improvements made to private property. The HOA shall be 100% responsible for all improvements shown on private property. Improvements shown on private property include the proposed sidewalk and ramps located at the HOA Club House/Pool.
- b. The HOA may submit periodic invoices to the City during the course of construction (not more frequently than every 30 days). Such invoices will be payable 30 days after approval by the Street Department Director.
- c. Invoices shall include copies of approved contracts and invoices associated with the Improvements and copies of checks to show proof of payment. Prior to final reimbursement and City acceptance of the Improvements, the HOA shall coordinate final inspections with the City and obtain letters of acceptance from the Street Department Director. All work shall be in compliance with the City of Franklin Street Standards.
- d. Following completion of construction and acceptance by the City, the City shall be responsible for all future sidewalk maintenance within the public right-of-way and the HOA shall take on all future maintenance for improvements shown on private property.

6. **INDEMNIFICATION.**

- a. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of HOA under this Agreement or otherwise, the HOA shall indemnify and hold harmless the City, its officers, officials, directors, members, partners, employees, agents, consultants and subcontractors, from losses, damages of any kind, including death, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Improvements.
- b. In any and all claims against City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of the HOA, and contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable, the indemnification obligation under the paragraph above will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the HOA or any contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- c. The indemnification provisions will survive the term of this Agreement.

7. **MISCELLANEOUS.**

- a. **Binding.** This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.
- c. **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.
- d. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual parties shall, in addition to such other

remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

- e. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.
- f. Assignment. The rights and obligations of this Agreement are not assignable.
- g. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- h. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

(Signature pages to follow)

HOA

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

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

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

Notary Public
My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____

DR. KEN MOORE
Mayor

Date: _____

By: _____

ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

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

Notary Public
My Commission Expires:_____

Approved as to form by:

Shauna R. Billingsley, City Attorney

INDEX OF SHEETS

1	TITLE SHEET
2-7	CONCEPTUAL SIDEWALK LAYOUT
8	COF STANDARD DRAWINGS

CITY OF	YEAR	SHEET NO.
FRANKLIN	2020	1 OF 8

GENERAL NOTES:

1) REMOVE CURB AND/OR SIDEWALK AS NEEDED. FULL DEPTH SAW CUTTING REQUIRED PRIOR TO REMOVAL OF ASPHALT, CURB AND/OR SIDEWALK. SAW CUT AT NEAREST JOINT OR AS DETERMINED BY CITY OF FRANKLIN STREET INSPECTOR.

2) ALL RAMP SHALL BE DONE IN ACCORDANCE WITH CITY OF FRANKLIN STANDARD DRAWINGS. SEE DETAILS.

3) REMOVE AND RESET EXISTING SIGNS AND MAILBOXES (AS NEEDED) AT THE INTERSECTION TO ACCOMMODATE RAMP DESIGN AND LAYOUT. CONTRACTOR TO FIELD VERIFY AND COORDINATE WITH COP INSPECTOR.

4) CONTRACTOR MAY FIELD ADJUST SIDEWALK LOCATION AND GRASS STRIP AS NEEDED, TO AVOID CONFLICTS, WITH APPROVAL FROM THE HOA AND CITY OF FRANKLIN STREET INSPECTORS.

5) CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND SHALL NOT DISTURB MORE THAN 25,000 SF AT ANY GIVEN TIME. AREA SHALL BE 100% STABILIZED PRIOR TO PROCEEDING TO THE NEXT PHASE OF CONSTRUCTION. STREETS AND SIDEWALKS SHALL BE CLEANED DAILY AT THE COMPLETION OF WORK.

6) CONTRACTOR IS 100% RESPONSIBLE FOR TRAFFIC CONTROL. ALL TRAFFIC CONTROL SHALL BE DONE IN STRICT ACCORDANCE WITH THE MUTCD AT ALL TIMES.

7) CONTRACTOR RESPONSIBLE FOR ALL UTILITY COORDINATION AND ADJUSTMENTS AS NEEDED.

8) LANDSCAPING AND IRRIGATION REPAIR IS NOT INCLUDED IN THE COST OF THIS PROJECT. ALL LANDSCAPING SHALL BE REMOVED (AS NEEDED) AND IRRIGATION LINES SHALL BE CAPPED AND MARKED FOR FUTURE HOA REPAIR.

FIELDSTONE FARMS HOA SIDEWALK PROJECT

ESTIMATED QUANTITIES ARE BEING PROVIDED TO ASSIST IN THE BIDDING PROCESS. CONTRACTOR SHALL BE 100% RESPONSIBLE FOR CALCULATING QUANTITIES PRIOR TO SUBMITTING A BID TO FIELDSTONE FARMS HOA.

ESTAIMTED QUANTITIES 5-7-2020					
PROJECT QUANTITIES (COORDINATE WITH FOOTNOTES)					
ITEM NO.	ITEM DESCRIPTION	UNIT	COF/HOA 50%/50% QTY	100% HOA QTY	TOTAL QTY
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	S.Y	203	10	213
202-08.10	REMOVAL OF CURB (DESCRIPTION)	L.F.	825	64	889
202-08.15	REMOVAL OF CURB AND GUTTER	L.F.	469	0	469
	ROAD AND DRAIANGE EXCAVATION (UNCLASS) (TO BE USED ON THE MEDIAN NOSES)				
203-01.77		C.Y.	150	0	150
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D (TO BE USED ON THE MEDIAN NOSES ONLY)	TON	118	0	118
307-02.08	PG 70-22 BASE MIXES (GRADING B-M2)	TON	75	0	75
411-02.10	GRADING D SURFACE (PG 70-22)	TON	21	0	21
	ADJUSTMENT OF EXISTING CATCHBASIN (ADJUST TO GRADE AND CONVERT TO MH - LOCATED AT SUMMER HAVEN CIR)				
611-09.01		EACH	1	0	1
701-01.01	CONCRETE SIDEWALK (4") (INCLUDES 4" BASE, ROAD AND DRAINAGE EXCAVATION AND CLEARING AND GRUBBING AS NEEDED)	S.F	48257	285	48542
701-02.03	CONCRETE CURB RAMP (INCLUDES 4" BASE, ROAD AND DRAINAGE EXCAVATION AND CLEARING AND GRUBBING AS NEEDED)	S.F	5256	304	5560
702-01	CONCRETE CURB	L.F.	543	69	612
702-03	CONCRETE COMBINED CURB & GUTTER	L.F.	481	0	481
713-15.02	REMOVE & RELOCATION OF SIGN & SUPPORT (AS DETERMINED BY THE ENGINEER)	EACH	14	0	14
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	335	0	335
	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK) (10' WIDE MEASURED ALONG CENTERLINE)				
716-02.09		L.F.	1123	27	1150
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	128	0	128
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	147	0	147



Know what's below.
Call before you dig.

UTILITY OWNERS

CITY OF FRANKLIN SANITARY SEWER
ATTN: COF PROJECT MANAGER (ENGINEERING DEPARTMENT)
PH (615) 791-3218

ATTN: BEN MCNEIL (WATER DEPARTMENT)
615-598-0171

CITY OF FRANKLIN FIBER OPTICS
ATTN: COF PROJECT MANAGER (ENGINEERING DEPARTMENT)
PH (615) 791-3218

ATTN: MIKE PROCTOR (IT DEPARTMENT)
PH (615) 771-8369

ATMOS ENERGY
ATTN: ARBY DAVIS
PH (615) 771-8369

MILCROFTON UTILITY DISTRICT
ATTN: MIKE JONES
ATTN: (615) 794-5947

M.T.E.M.C
ATTN: CHRIS WEAVER
PH: (615) 494-4068

COMCAST
ATTN: RUSTY HOLLOWAY
PH: (615) 806-4365

ATT
ATTN: KENNETH KORNEGAY
PH: (615) 848-2082



NOTE: ALL SIDEWALKS SHALL BE A MINIMUM OF 5 FT WIDE UNLESS OTHERWISE APPROVED BY THE HOA. WHEN APPROVED BY THE HOA, THE CLEAR WIDTH OF PEDESTRIAN ACCESS ROUTES MAY BE REDUCED TO 4' (MIN) FOR A MAXIMUM LENGTH OF 200 FT. PASSING SPACES (5 FT X 5 FT MIN) SHALL BE PROVIDED AT INTERVALS OF 200 FT MAXIMUM.

[illegible]

CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLIN, TN 37064
615-791-3218

FIELDSTONE FARMS SIDEWALK PROJECT CONCEPTUAL LAYOUT

SCALE 1"=50'

DATE:
CONTRACT NO:
DRAWN BY:
APPROVED BY:

SHEET 2 OF 8



NOTE: ALL SIDEWALKS SHALL BE A MINIMUM OF 5 FT WIDE UNLESS OTHERWISE APPROVED BY THE HOA. WHEN APPROVED BY THE HOA, THE CLEAR WIDTH OF PEDESTRIAN ACCESS ROUTES MAY BE REDUCED TO 4' (MIN) FOR A MAXIMUM LENGTH OF 20 FT. PASSING SPACES (5 FT X 5 FT MIN) SHALL BE PROVIDED AT INTERVALS OF 200' MAXIMUM.

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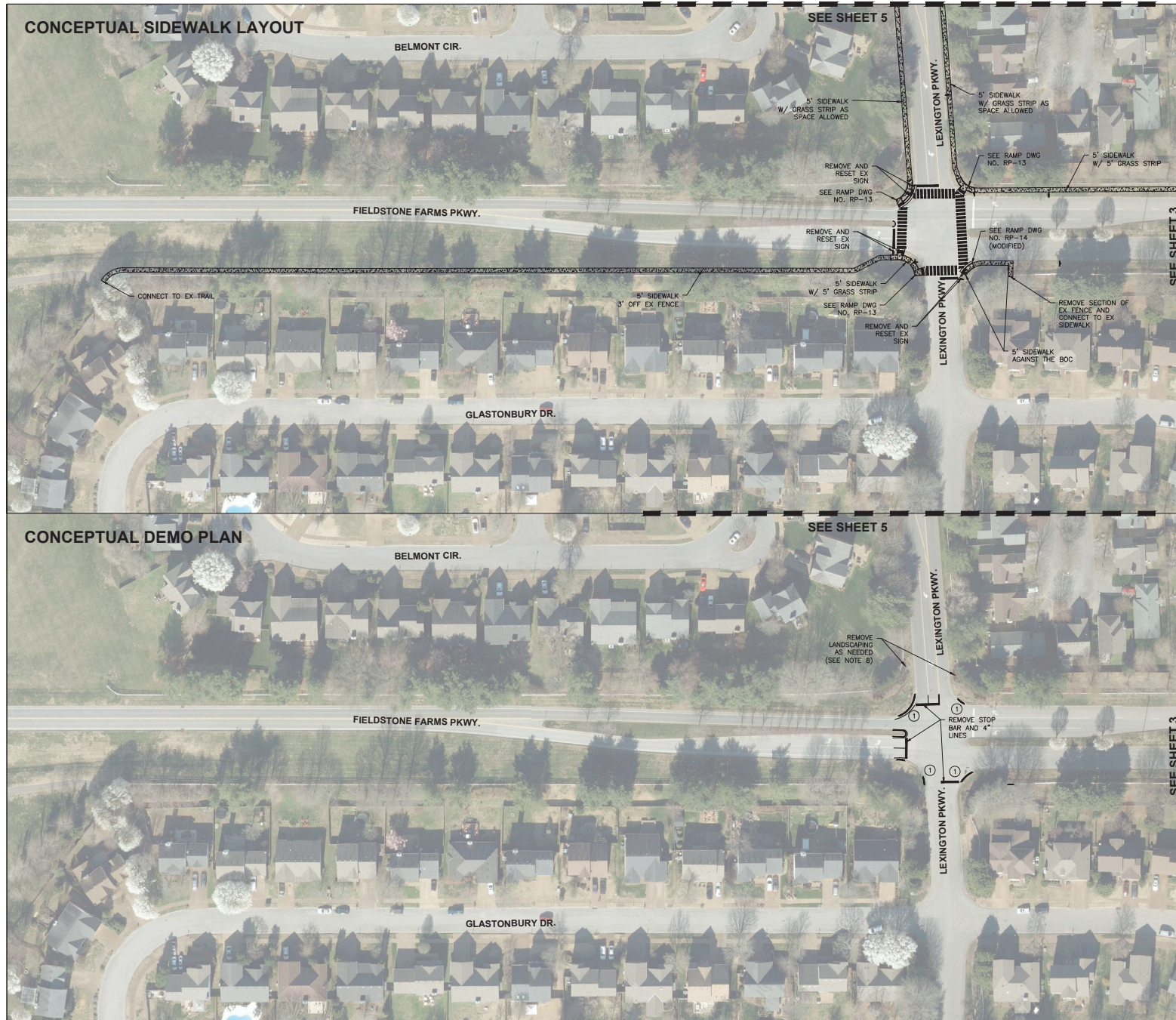
CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLIN, TN 37064
615-791-3218

FIELDSTONE FARMS SIDEWALK PROJECT CONCEPTUAL LAYOUT

SCALE 1"=50'

DATE:
CONTRACT NO:
DRAWN BY:
LOGICAL SIZE:

SHEET **3** OF **8**



NOTE: ALL SIDEWALKS SHALL BE A MINIMUM OF 5 FT WIDE UNLESS OTHERWISE APPROVED BY THE HOA. WHEN APPROVED BY THE HOA, THE CLEAR WIDTH OF PEDESTRIAN ACCESS ROUTES MAY BE REDUCED TO 4' (MIN) FOR A MAXIMUM LENGTH OF 200 FT. PASSING SPACES (5 FT X 5 FT MIN) SHALL BE PROVIDED AT INTERVALS OF 200 FT MAXIMUM.

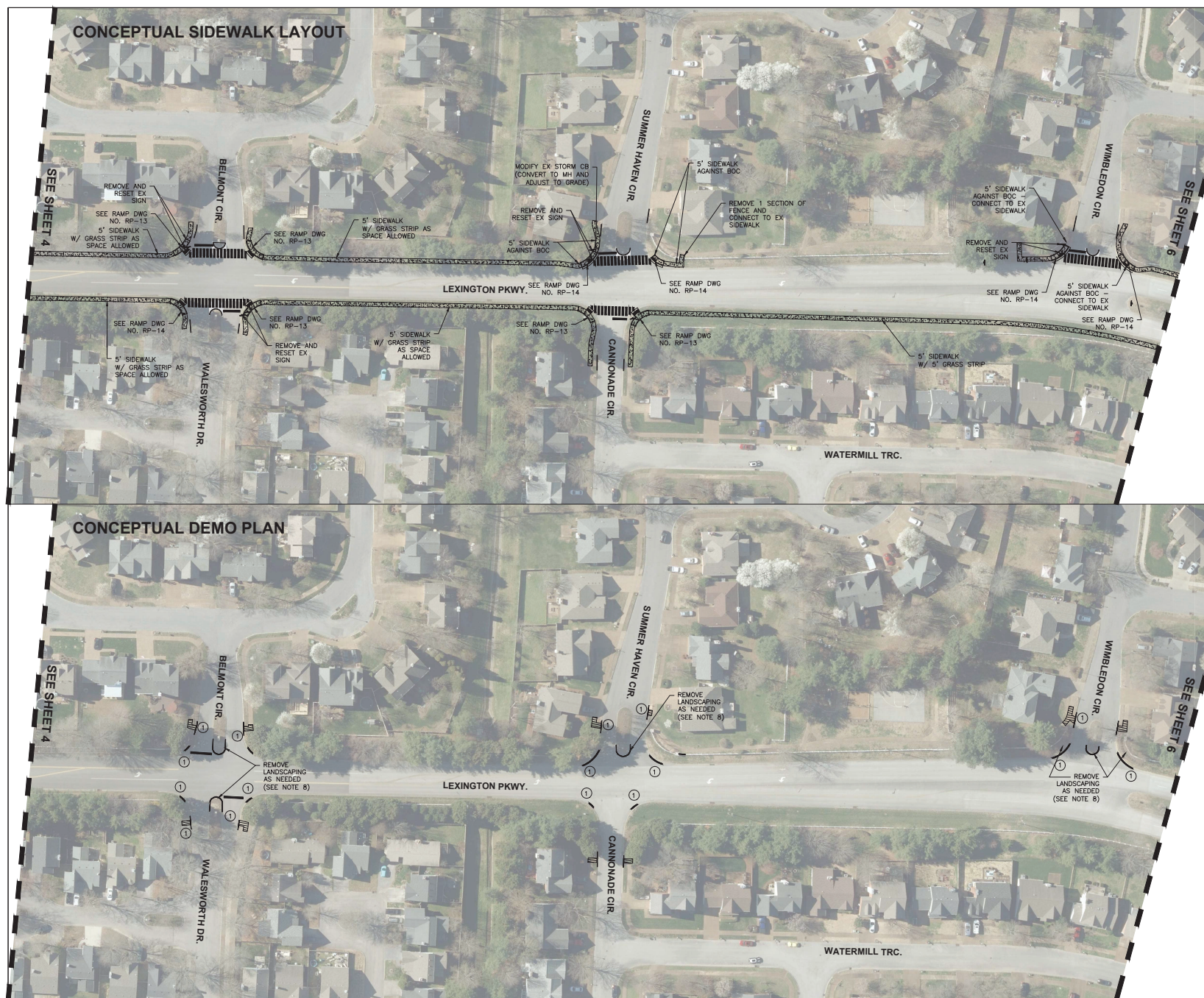
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CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLIN, TN 37064
615-791-3218

FIELDSTONE FARMS SIDEWALK PROJECT CONCEPTUAL LAYOUT

SCALE 1"=50'

SC
DATE:
CONTRACT NO:
DRAWN BY:
APPROVED BY:
SHEET 4 OF 8



NOTE: ALL SIDEWALKS SHALL BE A MINIMUM OF 5 FT WIDE UNLESS OTHERWISE APPROVED BY THE HOA. WHEN APPROVED BY THE HOA, THE CLEAR WIDTH OF PEDESTRIAN ACCESS ROUTES MAY BE REDUCED TO 4' (MIN) FOR A MAXIMUM LENGTH OF 200 FT. PASSING SPACES (5 FT X 5 FT MIN) SHALL BE PROVIDED AT INTERVALS OF 200'.

[illegible]

CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLIN, TN 37064
615-791-3218

**FIELDSTONE FARMS
SIDEWALK PROJECT
CONCEPTUAL LAYOUT**

SCALE 1"=50'

DATE:
CONTRACT NO:
DRAWN BY:

SHEET **5** OF **8**



NOTE: ALL SIDEWALKS SHALL BE A MINIMUM OF 5' WIDE UNLESS OTHERWISE APPROVED BY THE HOA. WHEN APPROVED BY THE HOA, THE CLEAR WIDTH OF PEDESTRIAN ACCESS ROUTES MAY BE REDUCED TO 4' (MIN) FOR A MAXIMUM LENGTH OF 20'. PASSING SPACES (5' X 5' MIN) SHALL BE PROVIDED AT INTERVALS OF 200' MAXIMUM.

REVISION RECORD

NO	DATE	DESCRIPTION

CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLIN, TN 37064
615-791-3218

FIELDSTONE FARMS
SIDEWALK PROJECT
CONCEPTUAL LAYOUT

SCALE 1"=50'

DATE: _____
CONTRACT NO.: _____
DRAWN BY: _____
APPROVED BY: _____

SHEET 6 OF 8



NOTE: ALL SIDEWALKS SHALL BE A MINIMUM OF 5' WIDE UNLESS OTHERWISE APPROVED BY THE HOA. WHEN APPROVED BY THE HOA, THE CLEAR WIDTH OF PEDESTRIAN ACCESS ROUTES MAY BE REDUCED TO 4' (MIN) FOR A MAXIMUM LENGTH OF 20' FT. PASSING SPACES (5' X 5' MIN) SHALL BE PROVIDED AT INTERVALS OF 200' MINIMUM.

CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLIN, TN 37064
615-791-3218

**FIELDSTONE FARMS
SIDEWALK PROJECT
CONCEPTUAL LAYOUT**

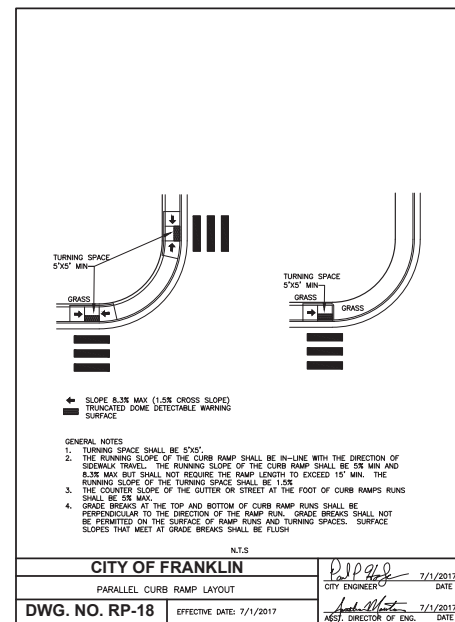
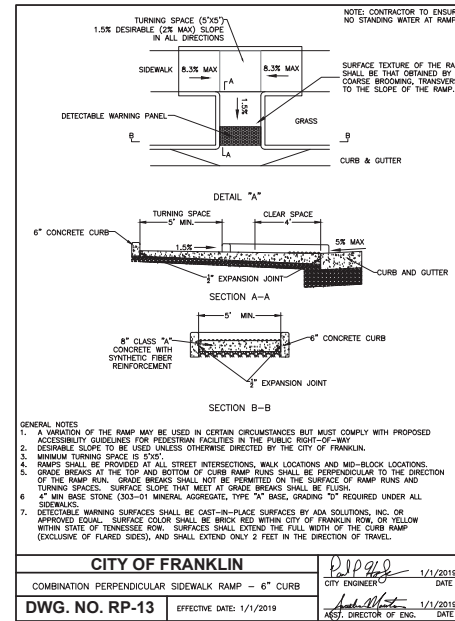
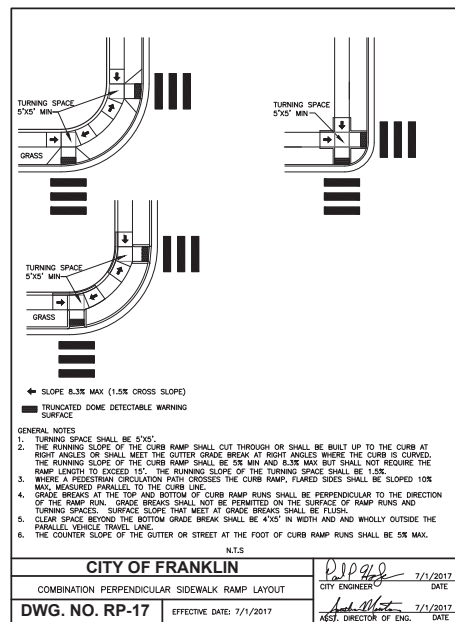
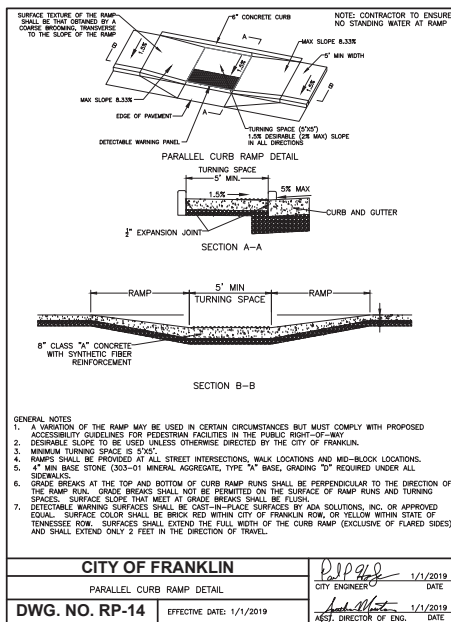
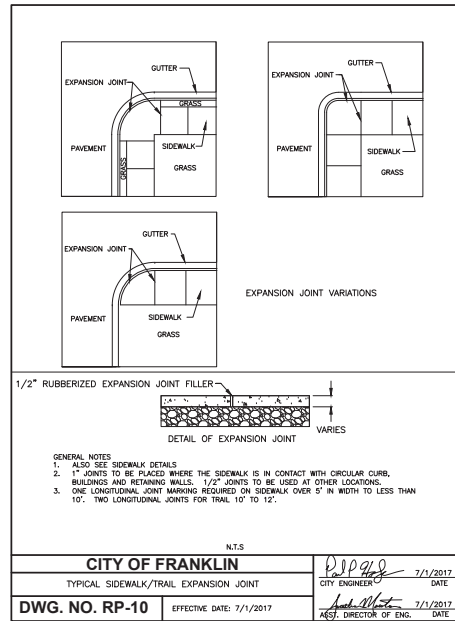
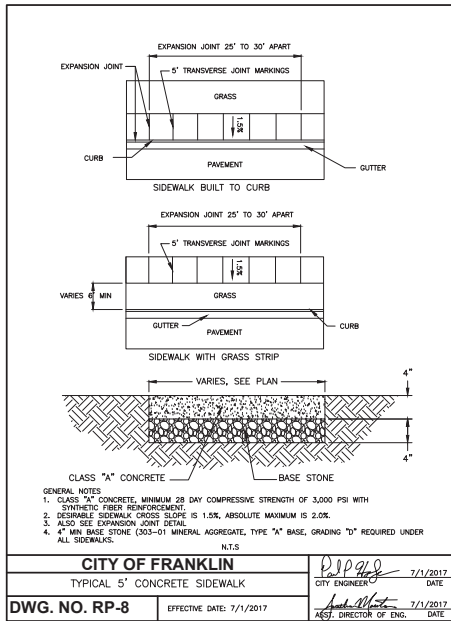
SCALE 1"=50'

DATE: _____
CONTRACT NO.: _____
DRAWN BY: _____
APPROVED BY: _____

SHEET **7** OF **8**

REVISION	RECORD
NO	DATE





PAVEMENT SCHEDULE

- 1.5" - BITUMINOUS SURFACE COURSE
411-02.10 ACS M8(P70-22) GRADING D
- TACK COAT
- 4.03-01 BITUMINOUS MATERIAL FOR TACK COAT (TC) @0.07 GAL/SY
- 5" - BITUMINOUS AGGREGATE BASE
307-02.08 ASPHALT CONCRETE MIX (P70-22)(BPAH-HM) GRADING B-M2
- PRIME COAT
402-01 BITUMINOUS MATERIAL FOR PRIME COAT (PC) @0.30-0.35 GAL/SY
- 402-02 AGGREGATE FOR COVER MATERIAL (PC) @8-12.85/SY
- 8" MINERAL AGGREGATE BASE 303-01 MINERAL
303-01 MINERAL AGGREGATE, TYPE "A" BASE, GRADING "D"

GENERAL NOTES:
1. MAXIMUM SLOPE, WHETHER IN CUT OR FILL IS TO BE 3:1.
2. ASPHALT THICKNESSES ARE MINIMUMS. THICKNESSES TO BE DETERMINED BY GEOTECHNICAL DESIGN.
3. REFERENCE TOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
N.T.S

CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
108 3RD AVE SOUTH
FRANKLIN, TN 37064
615-791-3218

FIELDSTONE FARMS
SIDEWALK PROJECT
CONCEPTUAL LAYOUT

SCALE 1"=50'

SHEET 8 OF 8



File #: 20-0515

DATE: March 24, 2020
TO: Board of Mayor and Alderman
FROM: Paul Holzen, Director of Engineering

SUBJECT:

*Consideration Of Resolution 2020-31, A Resolution Awarding The Construction Contract (COF 2020-0080) For The Battle Avenue Drainage Improvements Project To Mid TN Constructors, Inc. In The Amount of \$588,053.74 And Approval Of Change Order 1 Reducing The Project Cost To \$262,035.94.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-31.

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the Board of Mayor and Aldermen approved Resolution 2019-68, "A Resolution To Adopt The Project List For The FY 2019-2028 CIP (Capital Investment Program)". The Battle Ave Drainage Improvements Project was included on the CIP project list in the amount of \$2,500,000. On May 28, 2020, City staff opened 9 sealed bids for the Battle Avenue Drainage Improvements Project. Covenant Constructors, LLC. was the low bidder at a cost of \$499,748.75.

During the bidding process, a group of concerned residents and adjacent neighbors voiced concern over the project and indicated they did not want the City to install a large pond within their neighborhood. Their request was to simply remove the homes and save as many mature trees as possible. After numerous meetings, staff is recommending that we modify the scope to simply remove the homes, re-grade the lots and make minor storm water improvements to Battle Ave. This option would still provide reasonable flood protections for the remaining homes and allow the city to save the majority of the existing trees.

Over the past month, staff has redesigned the project based on feedback from the neighborhood. This is a major modification to the scope and the low bidder, Covenant Constructors, LLC, is no longer interested in proceeding with the revised project. Mid TN Constructors, Inc. was the 2nd lowest bidder in the amount of \$588,053.74. Staff is proposing to award the construction contract to Mid TN Constructors, Inc. in the amount of \$588,053.74 and recommending approval of Change Order 1 based on the modified plans and scope. Mid TN Constructors has agreed to honor all unit pricing submitted as part of the bidding process. Change Order Number 1 will reduce the project cost to \$262,035.94 and allow City staff to remove the two existing homes on Battle Ave.

FINANCIAL IMPACT:

Resolution 2020-31 will bring the estimated project cost down to \$262,035.94. Funding for this

project will be paid out of the Stormwater Capital Fund.

RECOMMENDATION:

Staff recommends approval of Resolution 2020-31 with authority granted to the City Administrator and City Attorney to make minor modifications to the contract and change order.

RESOLUTION 2020-31

A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT (COF Contract No. 2020-0080) FOR THE BATTLE AVENUE DRAINAGE IMPROVEMENTS PROJECT TO MID TN CONSTRUCTORS, INC., IN THE AMOUNT OF \$588,053.74 AND APPROVAL OF CHANGE ORDER 1 REDUCING THE PROJECT COST TO \$262,035.94.

WHEREAS, on August 13, 2019, the Board of Mayor and Aldermen approved Resolution 2019-68, "A Resolution To Adopt The Project List For The FY 2019-2028 CIP (Capital Investment Program)"; and

WHEREAS, The Battle Ave Drainage Improvements Project was included on the CIP project list in the amount of \$2,500,000; and

WHEREAS, on May 28, 2020, sealed bids were received by the City of Franklin Engineering Department, 109 Third Avenue South, Franklin, Tennessee, 37064, and were publicly opened and read aloud for the Battle Ave Drainage Improvements Project (COF Contract No. 2020-0080); and

WHEREAS, Covenant Constructors, LLC was the low bidder in the amount of \$499,748.75; and

WHEREAS, after multiple meetings with the adjacent property owners, staff is recommending a significant modification to the scope of the project to include reducing the amount of earthwork, tree removal and stormwater infrastructure; and

WHEREAS, Covenant Constructors, LLC, the low bidder, is no longer interested in proceeding with the modified project; and

WHEREAS, Mid TN Constructors, Inc. submitted the 2nd lowest bid in the amount of \$588,053.74 and has agreed to proceed with the project as modified by Change Order 1 (Exhibit A); and

WHEREAS, staff recommends award of the project to Mid TN Constructors, Inc. and the approval of Change Order 1 (Exhibit A).

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

SECTION I. Approval is granted to award the construction contract (COF Contract No. 2020-0080) to Mid TN Constructors, Inc.

SECTION II. Approval is granted to proceed with Change Order 1 (Exhibit A) for the Battle Ave Drainage Improvements Project.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

CHANGE ORDER NO.: 1

Owner: **City of Franklin, TN** Date Issued: **7/14/2020**
Engineer: **Paul Holzen**
Contractor: **Mid TN Constructors, Inc.**
Project Name: **Battle Ave Drainage Improvements Project**
Owners Contract No.: **COF 2020-0080**
Effective Date of Change Order: **7/14/2020**

The Contract is modified as follows upon execution of this Change Order:

Description:

Mid TN Constructors, Inc. and the City agree to modify the scope of the project, estimated quantities and pricing associated the project.

Attachments:

Change Order 1 revised estimated quantities and unit pricing for the Battle Ave Drainage Improvements Project (See Page 2 of 2).

Change in Contract Price		Change in Contract Times [State Contract Times as number of days]	
Original Contract Price:		Original Contract Times:	
\$ 588,053.74		Substantial Completion:	120 Days following the NTP
		Ready for final payment:	30 Days following Substantial Completion
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ 0.00		Substantial Completion:	No Change
		Ready for final payment:	No Change
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 588,053.74		Substantial Completion:	No Change
		Ready for final payment:	No Change
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ -\$326,017.80		Substantial Completion:	No Change
		Ready for final payment:	No Change
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ \$262,035.94		Substantial Completion:	120 Days following the NTP
		Ready for final payment:	30 Days following Substantial Completion

Accepted by Contractor

Authorized by Owner

By: _____ By: _____
Title: _____ Title **Mayor, City of Franklin, TN**
Date: _____ Date: _____

Change Order 1
BATTLE AVE DRAINAGE IMPROVEMENTS

PROJECT QUANTITIES (COORDINATE WITH FOOTNOTES)			CHANGE ORDER 1 QTY		CHANGE ORDER 1 PRICE	
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
	105-01	CONSTRUCTION STAKES, LINES AND GRADES	L.S.	1	\$5,000.00	\$5,000.00
1	201-01	CLEARING AND GRUBBING	L.S.	1	\$15,818.75	\$15,818.75
	202-03	REMOVAL OF RIDIG PAVEMENT, SIDEWALK, ETC (INCLUDES FULL DEPTH SAW CUTTING AS NEEDED)	S.Y.	200	\$10.50	\$2,100.00
	202-03.01	REMOVAL OF ASPHALT PAVEMENT (INCLUDES FULL DEPTH SAW CUTTING AS NEEDED)	S.Y.	382	\$10.50	\$4,011.00
	202-03.02	REMOVAL OF BRICK WALKWAY	S.Y.	11	\$9.55	\$105.05
	202-06.01	REMOVAL OF BUILDINGS (109 BATTLE AVE)	L.S.	1	\$13,388.00	\$13,388.00
	202-06.02	REMOVAL OF BUILDINGS (111 BATTLE AVE)	L.S.	1	\$12,075.00	\$12,075.00
2	203-01.77	EARTHWORK (INCLUDES ROAD & DRAINAGE EXCAVATION) (UNCLASSIFIED, BORROW EXCAVATION (UNCLASSIFIED), EMBANKMENT (UNCLASSIFIED), STRIPPING & STOCKPILE TOPSOIL AND PLACING AND SPREADING TOPSOIL)	L.S.	1	\$35,000.00	\$35,000.00
	209-03.22	FILTER SOCK (18 INCH)	L.F.	240	\$7.00	\$1,680.00
	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	95	\$25.30	\$2,403.50
3,4	307-01.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2	TON	59	\$192.15	\$11,336.85
4	411-02.11	ACS MIX (PG70-22) GRADING E SURFACE	TON	24	\$165.90	\$3,981.60
	415-01.01	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	299	\$12.60	\$3,767.40
	701-02	CONCRETE DRIVEWAY (6" DEPTH)	S.F.	707	\$7.62	\$5,387.34
	707-01	MOBILIZATION	L.S.	1	\$5,000.00	\$5,000.00
	701-01.01	CONCRETE SIDEWALK (4" DEPTH)	S.F.	1533	\$7.65	\$11,727.45
	712-01	TRAFFIC CONTROL (INCLUDES ALL ITEMS AS SHOWN ON THE TTCP)	L.S.	1	\$4,800.00	\$4,800.00
	803-01	SODDING (ROLLED) (INCLUDES WATER AS NEEDED)	S.Y.	3022	\$7.00	\$21,154.00
	EPSC1	TEMPORARY CONSTRUCTION EXIT (AS DIRECTED BY THE ENGINEER) (PAYMENT INCLUDES ALL MATERIALS AND LABOR NECESSARY FOR CONSTRUCTION, MAINTENANCE, REMOVAL, ROAD AND DRAINAGE EXCAVATION, MINERAL AGGREGATE (SIZE 57), MACHINED RIPRAP (CLASS A-3), MACHINED RIPRAP (CLASS A-1) AND GEOTEXTILE (TYPE III EROSION CONTROL) AS REQUIRED.)	L.S.	1	\$2,750.00	\$2,750.00
	EPSC2	CONCRETE WASHOUT (AD DIRECTED BY THE ENGINEER)	EACH	1	\$550.00	\$550.00
		CONTINGENCY ALLOWANCE (AS DETERMINED AND DIRECTED BY THE ENGINEER)	DOLL	100,000	\$1.00	\$100,000.00
					\$262,035.94	

FOOTNOTES:

1. INCLUDES ALL FENCES, LANDSCAPE AREAS, TREES, BRUSH AND OTHER OBJECTS AS SHOWN ON THE PLANS. THE CONTRACTOR SHALL COORDINATE TREE AND BRUSH REMOVAL WITH COF INSPECTOR PRIOR TO REMOVAL. THE GOAL IS TO CLEAR AND GURB ONLY VEGETATION NEEDED TO ACCOMIDATE THE GRADING WORK. CONTRACT SHALL BE REQUIRED TO COORDINATE THE DISCONNECTION OF ALL UTILITIES WITH UTILITY OWNERS.

2. PLANTING SOIL FOR THE POND IS NOT INCLUDED IN THIS NUMBER AND SHALL BE MEASURED AND PAID FOR SEPERATLY

3. TEMPORARY TRENCH REPAIR FOR STORM DRAINAGE (INCLUDES 9" BM2 FLUSH WITH TOPPING)

4. INCLUDES BITUMINOUS MATERIAL FOR PRIME COAT, AGGREGATE FOR COVER MATERIAL AND BITUMINOUS MATERIAL FOR TACK COAT AS SHOWN ON PLANS

MODIFIED - EJCDC® C-941, Change Order.

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EJCDC - 00941

Page 2 of 2



File #: 20-0886

DATE: June 30, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development

SUBJECT:

*Consideration of COF Contract No. 2020-0180, An Interlocal Agreement Between The City Of Franklin, Tennessee And Williamson County, Tennessee Concerning The Design, Construction, And Operation Of A Gravity Sanitary Sewer To Serve The New Williamson County Animal Care Center.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) regarding various infrastructure improvements included in the Interlocal Agreement (COF Contract No. 2020-0180) pertaining to the construction of the new County Animal Care Center.

BACKGROUND/STAFF COMMENTS:

During the May 12, 2020 Work Session, City staff provided a summary of the impacts the new Williamson County Government Animal Care Center would have on City infrastructure. Specifically, staff has determined that Carlisle Lane needs to be improved to current City standards due to increased vehicular traffic generated by several residential neighborhoods being developed in this area. Staff also considered the anticipated impact of vehicular traffic on Carlisle Lane once the Animal Center is opened. After subsequent conversations with County representatives, the County agreed to contribute \$250,000 to the City toward the future improvement of Carlisle Lane which is also on the City's Capital Project list.

Additionally, the County had initially requested serving the Animal Center with a temporary sanitary sewer force main and pump. The City discouraged this design since it is anticipated additional development in the area is likely once the new NW section of Mack Hatcher Parkway is open to vehicular traffic. City staff recommended in lieu of the County constructing a temporary sanitary force main that would eventually be abandoned, that the City partner with the County to extend gravity sewer from the Westhaven Pump Station to the new Animal Center and County property. The estimated cost of extending the gravity sanitary sewer from the Westhaven Pump Station under Mack Hatcher Parkway to the new Animal Center is roughly \$1.8 million. The County has agreed to contribute \$500,000, design, and construct this section of gravity sewer in conjunction with development of the new Animal Center.

In order for the City to recapture its contribution toward the construction of this gravity sanitary

sewer, staff recommended assigning a Sanitary Sewer Infrastructure Capacity Fee to the privately owned properties that will eventually benefit from this new section of public sanitary sewer. Theoretically, the Capacity Fee allows the City to recapture its investment since under normal circumstances private development would incur this type of infrastructure cost.

City staff did not anticipate the County will have undue challenges with extending potable water to the Animal Center and their property.

FINANCIAL IMPACT:

Carlisle Lane:

Since Williamson County Government, by ordinance, is not obligated to pay Road Impact Fees, they have agreed to contribute \$250,000 toward the eventual rebuilding of Carlisle Lane which is on the City's Capital Improvement project list.

Sanitary Sewer:

While the City, as a temporary solution could have allowed the County to extend a sanitary sewer force main and pump to the new Animal Center, the cost of roughly \$250,000 would not be a permanent solution and the force main and pump eventually taken out of service. On May 26, 2020 the BOMA approved Resolution 2020-65 which authorized staff to draft an Interlocal Agreement that outlined the City contributing up to \$1.3 million toward construction of the permanent gravity sanitary sewer system and for staff to proceed with drafting a Sanitary Sewer Infrastructure Capacity Fee to present to the BOMA for consideration that provides a mechanism for recapturing the City's contribution from the private development that would eventually benefit from this newly extended sanitary sewer infrastructure.

RECOMMENDATION:

Staff recommends approval of COF Contract No. 2020-0180.

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF FRANKLIN, TENNESSEE AND WILLIAMSON COUNTY, TENNESSEE
CONCERNING THE DESIGN, CONSTRUCTION, AND OPERATION OF A GRAVITY
SANITARY SEWER TO SERVE THE NEW WILLIAMSON COUNTY ANIMAL CARE CENTER
COF Contract No. 2020-0180**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF FRANKLIN, TENNESSEE**, a municipal corporation of the State of Tennessee (hereinafter referred to as "CITY"), and **WILLIAMSON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee (hereinafter referred to as "COUNTY"), on behalf of its Public Building Authority, pursuant to the Interlocal Cooperation Act, T.C.A. §§ 12-9-101, et. seq. and T.C.A. § 5-1-113, for the design, construction, future maintenance, and operation of gravity sanitary sewer improvements (hereinafter referred to as "Sewer Improvements"), extending from the planned future Williamson County Animal Care Center (hereinafter referred to as "Animal Center"), and extending to the Westhaven Pump Station.

WHEREAS, Tennessee Code Annotated, Section 5-1-113 specifically provides legal authority for a county legislative body and a legislative body of any municipality that lies within the boundaries of the county to enter into any agreements as may be desirable or necessary for the purpose of permitting the county and municipality to construct, operate, or maintain, either jointly or otherwise, desirable and necessary services or functions under such terms as may be agreed upon by the parties' respective legislative bodies;

WHEREAS, through its Public Building Authority, the COUNTY is currently conducting the preliminary planning, grading, designing, and preparation to construct the new Animal Center on property owned by COUNTY located on Old Charlotte Pike, Map 64, Parcel 10.01 and is currently working with the CITY to provide sewer to the property;

WHEREAS, the CITY has requested the COUNTY to construct the Sewer Improvements and related apparatuses to extend under the future Mack Hatcher Parkway to connect to the Westhaven Pump Station;

WHEREAS, based on previous discussions with the CITY, the COUNTY initially budgeted Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for a temporary sewer system to be used until permanent connection could be made, but recently the CITY determined that access to permanent Sewer Improvements is needed to service future developments in the area increasing the total Sewer Improvement cost to approximately One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) (herein after referred to as the "actual project cost");

WHEREAS, the parties have agreed that the COUNTY would oversee the design and construction of the Sewer Improvements to be used by the Animal Center and contribute Five Hundred Thousand and 00/100 Dollars (\$500,000.00) towards the total actual project cost and the CITY would be responsible for the remaining actual project cost of the Project estimated to be One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00);

WHEREAS, in addition to its contributions for the Sewer Improvements, the COUNTY has agreed to contribute an additional Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) towards needed future road improvements to Carlisle Lane; and

WHEREAS, upon completion and acceptance of the Sewer Improvements, CITY agrees to accept ownership of the Sewer Improvements and thereafter be responsible for the provision, operation, and maintenance of the Sewer Improvements and related apparatuses needed to provide services to the Animal Center.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to set forth the obligations and rights of the parties in the design, construction, operation, and future maintenance of Sewer Improvements and to define each parties' financial obligations and future responsibilities (hereinafter referred to as "Project"). This Agreement shall only become effective upon the approval of each party's legislative body and execution by each party's chief executive officer who shall designate its representative for the purposes of this Agreement.

2. PRECONSTRUCTION AND CONSTRUCTION PHASE.

2.1. The COUNTY, through its Public Building Authority, shall be the lead agency on the Project and shall ensure that all contracts, bids, and other necessary documents are properly procured and executed. The CITY shall have the ability to provide its own input as it deems necessary regarding the design and location of the Sewer Improvements and apparatuses which includes providing final approval of said construction plans prior to the COUNTY proceeding with the process of procuring a contractor and commencing installation on-site.

2.2. The COUNTY is responsible for advertising and selecting the contractor according to applicable procurement law. The COUNTY shall administer, design, and construct the Sewer Improvements in accordance with the approved construction plans which shall be attached hereto upon completion and acceptance of the construction plans by both party's executive officer. Once the construction plans have been approved by the parties, any material change to the construction plans shall be made upon agreement of both parties' chief administrator. In no event shall the CITY take any action or fail to take any action in connection with the Project which has an adverse material impact on, or which causes any delay or increase in the actual project cost of the Project. Similar to other COUNTY projects conducted within the CITY's jurisdiction, the parties agree that COUNTY shall not be required to post performance bonds and/or payment bonds, or any other surety usually required in similar projects.

2.3. The CITY, in addition to its portion of the actual project cost of the Project, shall be responsible for obtaining all easements and rights-of-ways in the CITY's name which are needed to construct, lay, and maintain the Sewer Improvements at its sole cost including all land acquisition costs and other fees associated with the easement acquisition which shall not be considered as part of the actual project cost. The COUNTY shall dedicate and plat both water and sanitary sewer easements located on COUNTY property in accordance with approved infrastructure plans and at no cost to the CITY.

2.4. With the understanding that the CITY has agreed to reimburse the COUNTY for the CITY's share of the actual project cost, the COUNTY shall pay for the initial actual project costs associated with the design, oversight, site preparation, contracting, and construction of the Project. The CITY shall pay to the COUNTY an amount to fully reimburse the COUNTY minus the initial agreed upon COUNTY contribution of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), within sixty (60) days as provided below. The COUNTY's contribution towards the actual project cost shall include and be reduced by the cost of services provided by the COUNTY's owners representative directly associated with the Project and paid by the COUNTY. The actual project cost to complete the Project shall be determined based on proposals and responses to bidding requests issued and accepted by the COUNTY which shall be procured in accordance with the procurement laws applicable to the COUNTY. The COUNTY shall provide copies of all procurement documents to the CITY as well as copies of paid invoices at such time the request for reimbursement is requested. The parties acknowledge that the actual project cost may increase through the need for change orders which shall be mutually reviewed and approved prior to authorization of said change order being granted to the contractor. Should the actual project cost for the Project at any time exceed One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00), the COUNTY shall notify the CITY as to the amount and reasoning for the increased cost.

2.5. Upon completion of the Project which is inclusive of said improvements being inspected, tested, and approved in their entirety by CITY staff, the COUNTY shall dedicate its ownership interest in the Sewer Improvements and CITY shall accept the COUNTY's interest. It is assumed the CITY

intends to assess a Capacity Fee to private property owners that intend to develop their property to offset the CITY's contribution.

3. POST CONSTRUCTION OPERATION AND MAINTENANCE. Upon dedication and receipt of the Sewer Improvements, CITY agrees to take ownership, and all responsibilities for the operation, and future maintenance of the Sewer Improvements at its sole cost. Upon CITY's acceptance of the Sewer Improvements, COUNTY shall be relieved of all responsibilities and costs to maintain, repair, and improve the Sewer Improvements and to the larger sewer system operated by CITY. CITY shall continue to operate the Sewer Improvements to provide sewer service to the Animal Center. CITY shall have sole ownership and control over the Sewer Improvements up to COUNTY's property line and associated property interests. Among other things, CITY may make extensions from, connections to, and alterations to Sewer Improvements as CITY deems are needed at no cost to the COUNTY.

4. REIMBURSEMENT OF COSTS.

4.1. CITY shall pay to the COUNTY its contribution to the actual project cost to complete the Project minus the COUNTY's contribution of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) which is estimated to be no more than a total actual project cost of One Million Eight Hundred Thousand (\$1,800,000.00). CITY shall pay the entire amount to the COUNTY within sixty (60) days of accepting the Sewer Improvements or upon issuance of a Temporary or Final Certificate of Occupancy, whichever issued first, for the COUNTY Animal Center.

4.2. In addition to the COUNTY's contribution for the Sewer Improvements, COUNTY agrees to pay the CITY an additional Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), to be used for future improvements of Carlisle Lane. COUNTY shall pay to the CITY its Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) prior to the issuance of a Temporary or Final Certificate of Occupancy, whichever is issued first, for the COUNTY Animal Center.

5. MISCELLANEOUS.

5.1. Term of Agreement and Renewal. The initial term of this Agreement shall commence on the date this Agreement is signed by both parties, herein referred to as the "commencement date". The term of this Agreement shall continue until the CITY has accepted dedication of the Sewer Improvements and each party has fulfilled its financial obligations as defined herein.

5.2. Prohibition of Encumbrances. The parties shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Sewer Improvements. It is distinctly understood and agreed that any persons, firm, or corporation furnishing materials or performing labor under this Agreement shall look only to the authorizing entity for any payment, and that no lien or claim shall be allowed to attach to the Sewer Improvements.

5.3. Termination. This Agreement may be terminated upon the occurrence of any of the following:

5.3.1. Should either party fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if either party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with written notice of the breach. The breaching party will then have ninety (90) calendar days from the receipt of the notice to cure the breach. Should the breaching party be unable to cure the breach within ninety (90) calendar days then the parties may agree in writing to a reasonable extension to cure the breach. Should the breaching party fail to cure the breach, the non-breaching party may seek any available legal remedies; and

5.3.2. By written agreement of the parties.

5.3.3. Upon termination of this Agreement by expiration of term or otherwise.

5.3.4. Nothing herein shall restrict the parties from agreeing, upon approval of their respective legislative bodies, from extending the joint operation with the approval of a new contract.

5.4. Modification, Amendment to the Agreement. This Agreement may not be modified, amended, or extended verbally or by conduct, but only by a written document duly executed by both parties.

5.5. Assignment. The rights and obligations under this Agreement are not assignable without first obtaining written permission from the other party. This Agreement shall only be assignable to another governmental or public entity that provides the same or similar emergency services as the assigning party upon written approval of the other party.

5.6. Cooperation. The parties agree to cooperate fully in an expeditious manner in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

5.7. Limitation of Liability. Each party shall be responsible for its own actions, and the actions of its employees, contractors, subcontractors, and agents, conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

5.8. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the parties shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

5.9. Remedies. Upon breach or default of any of the provisions set forth herein, each party shall be entitled to any damages or other equitable relief permitted under the laws of the State of Tennessee.

5.10. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified or priority mail, return receipt requested, to the following addresses:

To: City of Franklin, Tennessee

Attn: City Administrator
109 3rd Avenue South
Franklin, Tennessee 37064

With a copy to:

City Attorney
Law Department
109 3rd Avenue South
Franklin, Tennessee 37064

To: Williamson County, Tennessee

Attn: Mayor
1320 W. Main Street, Suite 125
Franklin, Tennessee 37064

With a copy to:

County Attorney
Buerger, Moseley, & Carson, PLC.
306 Public Square
Franklin, Tennessee 37064

5.11 Relationship. In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Agreement.

5.12. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

5.13. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any such rights hereunder or any

authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

5.14. Severability. If any one or more of the covenants, agreements, or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.

5.15. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

5.16. Point of Contact. Each party's executive officer shall be the point of contact concerning the provisions of this Agreement.

5.17. Time is of the essence. Since this Project is funded by public money and because of the timeline concerning the construction of the Animal Center, the parties agree that time is of the essence for the satisfactory completion of all obligations.

5.18. Compliance with Laws. The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement and shall not permit or commit any strip or waste of the Project.

IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement effective as of this ____ day of _____, 2020.

ATTEST:

CITY OF FRANKLIN, TN

BY:

BY: Ken Moore, City Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

ATTEST:

WILLIAMSON COUNTY, TN

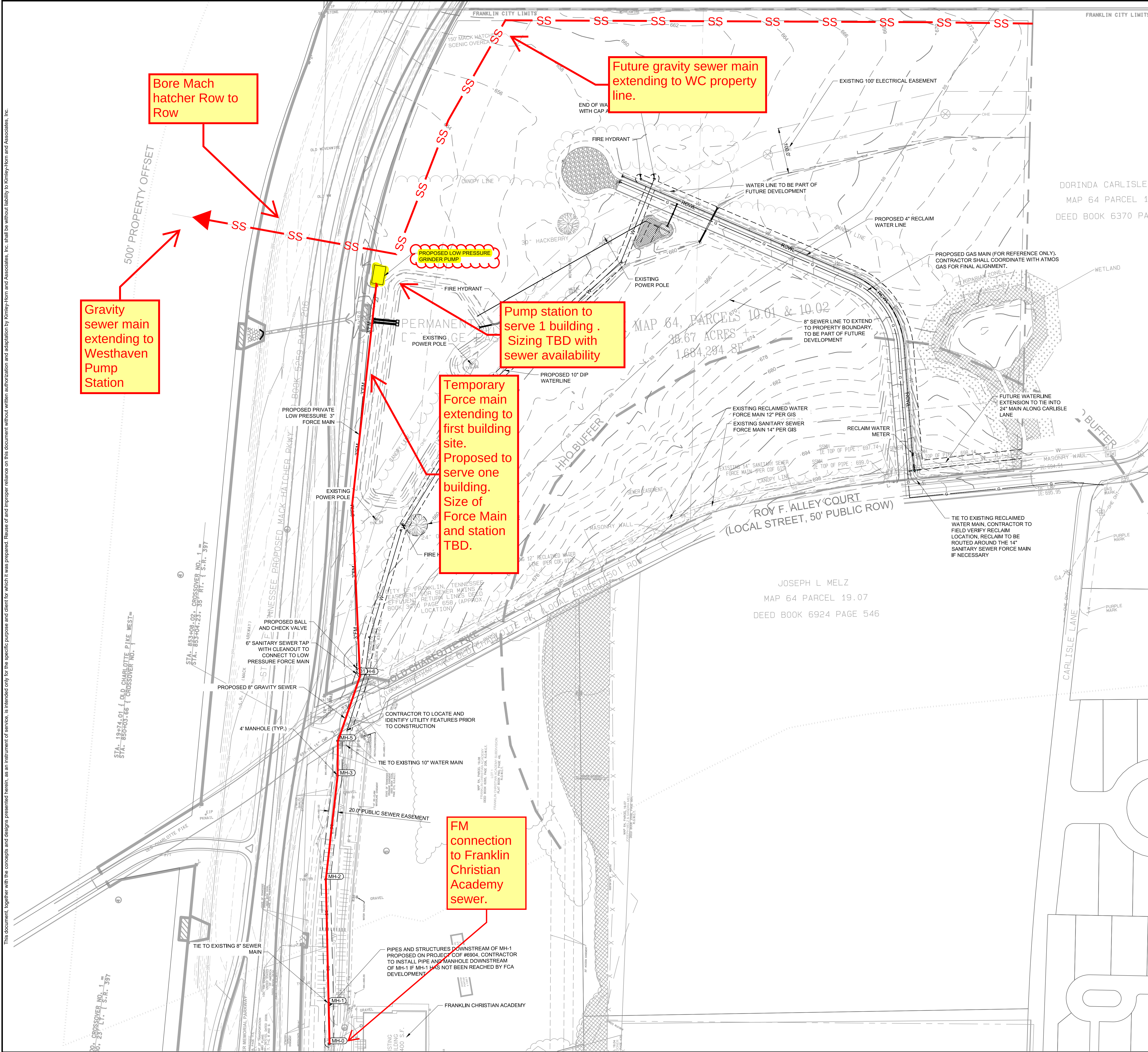
BY:

BY: Rogers Anderson, County Mayor

Approved as to form by:

Williamson County Attorney

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



UTILITY NOTES

- ALL PERSONS WHO UNDERTAKE THE CONSTRUCTION OF WATER, SEWER AND/OR RECLAIMED WATER LINES LOCATED IN, OR AFFECTING SERVICES PROVIDED BY THE CITY OF FRANKLIN SHALL COMPLY WITH THE REQUIREMENTS AND REGULATIONS SET FORTH IN THE "GENERAL REQUIREMENTS & TECHNICAL SPECIFICATIONS, WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE" LATEST EDITION, ALONG WITH ANY AMENDMENTS, ADDITIONS, OR ALTERATIONS THAT MAY THEREAFTER BE ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN BY RESOLUTION.
- CONTRACTOR SHALL OBTAIN WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT PRIOR TO SCHEDULING REQUIRED PRE-CONSTRUCTION SITE MEETING. CONTRACTOR SHALL COMPLETE THE PRE-CONSTRUCTION SITE MEETING PRIOR TO COMMENCING WITH CONSTRUCTION.
- CONTRACTOR SHALL OBTAIN AND KEEP ALL OF THE FOLLOWING ITEMS ON THE JOBSITE AT ALL TIMES DURING CONSTRUCTION:
 - APPROVED, STAMPED AND SIGNED WATER AND/OR SEWER PLANS
 - WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT, WITH ALL STEPS COMPLETED AND SIGNED BY APPROPRIATE CITY EMPLOYEES
 - COPY OF APPROVED AVAILABILITY REQUEST RESPONSE LETTER
 - A COPY OF ALL APPROVED CUT SHEETS.
- ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE SHALL BECOME THE RESPONSIBILITY OF THE CITY OF FRANKLIN, TN FOLLOWING APPROVAL FROM THE CITY OF FRANKLIN INSPECTORS AND ACCEPTANCE BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION. THE ACCEPTANCE DATE SHALL BE BASED ON THE DAY MAINTENANCE SURETIES ARE ESTABLISHED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION.
- PRIOR TO THE ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT AS-BUILT DRAWINGS TO THE PLANNING AND SUSTAINABILITY DEPARTMENT.
- ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ON-SITE DURING CONSTRUCTION.
- ANY DAMAGES CAUSED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL, AT HIS OWN EXPENSE, BE REPLACED OR REPAIRED TO ORIGINAL CONDITION AND QUALITY, AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY, BY THE CONTRACTOR.

FIRE FLOW TEST

FLOW TEST DATE: 02/13/2020, 12:30 PM
STATIC PRESSURE: 86 psi
RESIDUAL PRESSURE: 76 psi
FLOW: 1,225 GPM

TESTED BY RANDY MOORE AND WESLEY COPELAND OF RAGAN SMITH AND ASSOCIATES AND WITNESSED BY DUSTIN HARPER FROM FRANKLIN WATER MANAGEMENT DEPARTMENT.

CRITICAL ROOT ZONE NOTE

- CONTRACTOR SHALL PROTECT ALL TREES AND SHRUBS OUTSIDE OF THE OUTFILL LINES. IN ADDITION TO THOSE THAT RECEIVE TREE SHRUB PROTECTION BARRIERS, THE CONTRACTOR IS ALSO REQUESTED TO SAVE ALL OTHER EXISTING TREES AND SHRUBS WHERE POSSIBLE.
- WHEN ROOT PRUNING IS NECESSARY, USER A TRENCHER TO CUT AREA WHERE APPROPRIATE ROOT PRUNING SHOULD BE PERFORMED. TO PRUNE ROOTS LARGER THAN THE CAPABILITY OF A TRENCHER, USE A HAND TOOL TO OBTAIN A CLEAN CUT. DRESS WOUNDS LARGER THAN TWO INCHES AND USE PLYWOOD FORMS WHEN TREE ROOTS ARE ADJACENT TO PROPOSED CURB AND GUTTER AND SIDEWALK.
- NO SOIL DISTURBANCE OR COMPACTION, CONSTRUCTION MATERIALS, TRAFFIC, BURIAL PITS, TRENCHING OR OTHER LAND DISTURBING ACTIVITIES ALLOWED IN THE TREE PROTECTION ZONE. TREE BARRICADES MUST BE INSTALLED BEFORE ANY DEMOLITION, GRADING OR CONSTRUCTION BEGINS, AND NOT REMOVED UNTIL FINAL INSPECTION.
- NO GRUBBING WITHIN TREE PROTECTION ZONE. LEAVE SOIL AND LEAF LITTER UNDISTURBED. SUPPLEMENT WITH 1-2 INCHES OF MULCH. RE-SEED WITH GRASS ONLY IN DISTURBED/GRADED AREAS.
- TREE BARRICADES MUST BE INSTALLED BEFORE ANY DEMOLITION, CLEARING, GRADING OR CONSTRUCTION BEGINS AND IS NOT TO BE REMOVED UNTIL AFTER CONSTRUCTION.

EXISTING UTILITIES NOTE

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES AND NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES AND/OR CONFLICTS WITH EXISTING OR PROPOSED UTILITIES PRIOR TO PROCEEDING. COF DOES NOT PARTICIPATE IN 811/TN ONE CALL. CONTACT COF WATER/SEWER DEPT. FOR LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.

UTILITY CONTACTS

WATER	GAS	TELEPHONE
CITY OF FRANKLIN 124 LUMBER DRIVE FRANKLIN, TN 37064 PHONE: (615)794-4554 CONTACT: UTILITY INSPECTOR	ATMOS ENERGY 200 NOAH DRIVE FRANKLIN, TN 37064 PHONE: (615) 794-2596 CONTACT: RON MYATT	AT&T (615) 595-7816 CONTACT: DAVID TUTTEROW
ELECTRIC	SANITARY SEWER	CABLE
MIDDLE TN ELECTRIC 2156 EDWARD CURD LN. FRANKLIN, TN 37067 PHONE: (615) 595-4893 CONTACT: DALE HOOD	CITY OF FRANKLIN 124 LUMBER DRIVE FRANKLIN, TN 37064 PHONE: (615)595-4855 CONTACT: BEN MCNEIL	COMCAST 2501 MCGAVOCK PK, SUITE 1206 NASHVILLE, TN 37214 PHONE: (615)550-8855 CONTACT: PAULA BROOKS

Kimley»Horn

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Main: 615.564.2701 | www.kimley-horn.com
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WILLIAMSON COUNTY ANIMAL CENTER - INFRASTRUCTURE

WILLIAMSON COUNTY
FRANKLIN, TENNESSEE

Seal of Williamson County, Tennessee, featuring a plow, a sheaf of wheat, and a cotton plant, surrounded by the text "WILLIAMSON COUNTY, TENNESSEE" and "JANUARY 1820".

NO.	DATE	BY	REVISIONS
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

DESIGNED BY: JYB

DRAWN BY: JYB

CHECKED BY: RLM

DATE: 03/05/2020

KIMLEY-HORN PROJECT NO. 118322000

OVERALL UTILITY PLAN

SHEET NUMBER

C5.0

COF# 7200

RESOLUTION 2020-65

A RESOLUTION AUTHORIZING THE DRAFTING OF AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY GOVERNMENT TO SOLIDIFY THE CITY OF FRANKLIN BOARD OF MAYOR AND ALDERMEN CONTRIBUTING UP TO \$1.3 MILLION OF COUNTY FACILITIES TAX TOWARD THE INSTALLATION OF A GRAVITY SANITARY SEWER IN CONJUNCTION WITH THE DEVELOPMENT OF THE NEW WILLIAMSON COUNTY ANIMAL CENTER THAT INCLUDES WILLIAMSON COUNTY GOVERNMENT CONTRIBUTING \$500,000 IN ADDITION TO DESIGNING AND CONSTRUCTING THE GRAVITY SEWER AND CONTRIBUTING AN ADDITIONAL \$250,000 TOWARD THE FUTURE IMPROVEMENT OF CARLISLE LANE.

WHEREAS, the Williamson County Government (County) is in the process of developing a new Animal Center for the benefit of all county residents in the City of Franklin generally located between the Carlisle Lane and Mack Hatcher Parkway south of Del Rio Pike; and

WHEREAS, the County has proposed to install a temporary sanitary sewer force main to serve the proposed Animal Center at a cost of approximately \$250,000 that would be abandoned when other buildings are constructed on this County parcel and agreed to contribute \$250,000 toward the future improvement of Carlisle Lane; and

WHEREAS, the City of Franklin (City) has determined that the ideal design for serving the Animal Center with a public sanitary sewer system and to avoid the County expending \$250,000 toward a temporary sanitary sewer system is to install a gravity sewer system under Mack Hatcher Parkway to the Westhaven Pump Station; and

WHEREAS, the County has agreed to design, construct, and contribute \$500,000 toward the installation of a gravity sanitary sewer system, the cost of which the City has roughly estimated to be \$1,800,000; and

WHEREAS, the City recognizes that the installation of public infrastructure is typically the responsibility of private property owners and their development partners and the installation of this proposed public gravity sanitary sewer infrastructure would benefit several privately held parcels in the area for the new County Animal Center; and

WHEREAS, if the City of Franklin Board of Mayor and Aldermen agree to contribute up to \$1,300,000 of County Facility Tax toward this public sanitary sewer improvement, a Capacity Fee should be assigned to the privately-owned parcels benefitting from this public infrastructure so at the time these parcels develop the owners and/or their development partners would each contribute its proportionate share toward the construction of this public sanitary sewer improvement to the City for which they will benefit.

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

1. Authorize City Attorney and County legal counsel to collaborate in the drafting an Interlocal Agreement that facilitates the County designing and constructing a gravity sanitary sewer from the Westhaven Pump Station, under Mack Hatcher Parkway to the proposed County Animal Center in which the County will contribute \$500,000 and the City acquiring associated utility easements and contributing up to \$1,300,000 in County Facility Tax.

2. Authorize City staff to proceed with developing a Capacity Fee resolution for the purpose of assigning the private property owners benefitting from this public infrastructure a Capacity Fee to ensure they contribute their proportionate share toward the City's contribution in facilitating this public sanitary sewer improvement as future private development occurs.

3. Recognizes the County's contribution of \$250,000 to the City to be used toward the future improvement of Carlisle Lane.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney



City of Franklin

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

File #: 20-0885

DATE: June 30, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Jack Tucker, SES Director

SUBJECT:

*Consideration Of Amendment 1 To COF Contract No. 2014-0305, An Interlocal Agreement Between The City Of Franklin, Tennessee, And Marshall County, Tennessee.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a proposed Amendment 1 To COF Contract No. 2014-0305, An Interlocal Agreement Between The City Of Franklin, Tennessee, And Marshall County, Tennessee.

BACKGROUND/STAFF COMMENTS:

The existing contract which runs through 2026 provides that Marshall County process the City of Franklin's recyclables with no "tipping fee" but that they retain all revenue from the sale of the recycled materials. Due to the COVID-19 outbreak, Marshall County is no longer able to use inmate labor for the processing work and instead will be using temporary labor. This has caused a significant cost increase and operational challenges. To help overcome these issues and get curbside recycling back on track, the City of Franklin would agree to pay a \$25 per ton tipping fee for the next six months. Staff has explored alternatives within the market and would expect to pay significantly higher costs should the City choose to explore another vendor. Staff will continue to monitor the status of the Marshall County facility and other recyclable processing opportunities in the area throughout the six month period.

FINANCIAL IMPACT:

The financial impact of the agreement will be approximately \$50,000 over the six period. The cost per ton of recycled materials is still less than the cost to send waste to the landfill.

RECOMMENDATION:

Staff recommends approval of Amendment 1 to COF Contract No. 2014-0305 with Marshall County and understands the processing fee will need to be re-evaluated at the end of the six month period.

**AMENDMENT 1 TO INTERLOCAL AGREEMENT BETWEEN
THE CITY OF FRANKLIN, TENNESSEE, AND MARSHALL COUNTY, TENNESSEE
COF CONTRACT NO. 2014-0305**

THIS AMENDMENT is made and entered into by and between the **City of Franklin, Tennessee** ("City") and **Marshall County, Tennessee** ("Marshall County").

WHEREAS, the City and Marshall County entered into an Interlocal Agreement entitled Interlocal Agreement between the City of Franklin, Tennessee and Marshall County, Tennessee ("Agreement"), dated the 25th day of November 2014; and

WHEREAS, the City agreed to retain Marshall County to process the City's recyclables in accordance with Federal, State, and local laws, regulations, rules and ordinances; and

WHEREAS, on November 19, 2019, the City extended the agreement for an additional (3) years; and

WHEREAS, due to workforce issues caused by COVID-19, Marshall County is temporarily unable to adhere to the previously agreed upon compensation terms; and

WHEREAS, Marshall County has proposed a charge of **TWENTY-FIVE AND NO/100 DOLLARS (\$25)** per ton to process recyclables received from the City; and

WHEREAS, the City has reviewed the proposed charge and desires to amend the Agreement as proposed.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties temporarily amend **Section VI., Compensation to Marshall County**, to read as follows:

1. Marshall County shall assess the City a fee for processing ("**Processing Fee**") of **TWENTY-FIVE AND NO/100 DOLLARS (\$25)** for each ton of the City's Recyclables received. Marshall County shall retain any rebate or revenue realized from the sale of the Recyclables.
2. Marshall County shall invoice the City monthly for processing the City's Recyclables. The City shall pay invoices within 30 days of receipt.
3. This Processing Fee shall be inclusive for all services to be rendered and all costs of doing so. The City specifically rejects any additional fee or other surcharge. Examples of such rejected other fees or other surcharges include, but are not limited to, tip fees, fuel charges, State and/or landfill-host-county and/or landfill-host-municipality fees and/or taxes, equipment and/or maintenance charges, and/or charges for time-of-delivery or day-of-delivery. Any changes to Marshall County's cost of doing business and/or service delivery, such as any example listed above, shall be absorbed by Marshall County and shall not be subject to pass-through to the City.
4. In the event it becomes necessary for Marshall County to send

Recyclables to another processing facility, such site must first be agreed to by Marshall County and the City. Any additional cost for the use of another processing facility shall be borne solely by Marshall County.

The parties agree that all other provisions of the Agreement dated November 25, 2014, are unchanged and remain in full force and effect.

This Amendment shall be effective August 1, 2020, and terminate on January 31, 2021, at which time the original compensation terms contained in Section VI. of the Agreement dated November 25, 2014, shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TN

MARSHALL COUNTY, TENNESSEE

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Maricruz R. Fincher, Staff Attorney



File #: 20-0892

DATE: July 1, 2020

TO: Board of Mayor and Alderman

FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

*Consideration to Grant Sanitary Sewer Availability for Franklin Christian Church at Clovercroft Road and John Williams Road (Map 079, Parcel 05505).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for approval of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 7/1/2020.

SFUE's Requested: 13.

Domestic Water Meter Size(s): 2".

This property is located northeast at the intersection of Clovercroft Road and John Williams Road, outside of the City limits. The parcel is approximately 25 acres. The applicants previously applied for availability August 2, 2016 and May 22, 2018 and is requesting approval. Consistent with Board policy, sanitary sewer service will be extended conditioned on the property owner entering into a service agreement and an Annexation Agreement that states the property will annex into the City of Franklin in the future at the request of the City.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends that this availability request be approved with the following contingencies:

1. The City Administrator be authorized to enter into an Annexation Agreement and a Service Agreement with the property owner on behalf of the City.
2. The execution of said agreements and the agreements subsequently recorded with the Williamson County Register of Deeds by the property owner.



Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

[illegible]

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

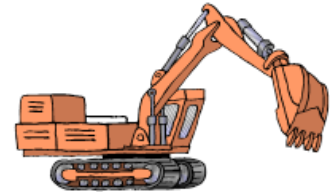
Email Application to: availability@franklintn.gov

For additional information or questions please call: 615-794-4554

Date Submitted: 7/1/20

MEMO

TO: Applicant
FROM: Water Management Department
DATE: May 2018
RE: Request for Water and/or Sewer Availability & Associated Costs



When considering development of a tract of land, one of the first steps a developer (or their design professional) should complete is the application for water and sewer availability. **Planned Unit Developments MUST have approved availability to be approved.**

The following items **SHALL** be included with a water and/or sewer availability request:

- Completed Application (ALL sections must be filled in)
- Project location map & Utility Plan (if available)
- Sewage Calculations (For Development projects only; Individual Single Family Homes are not required to submit these calculations).

Email Application to: availability@franklinton.gov

For additional information or questions please call: 615-794-4554

There is a 30 day maximum turnaround time for the requests. Unless your request requires Board of Mayor & Aldermen (BOMA) approval then applicant will be notified of the date of the BOMA meeting at which your request will be brought up.

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

- Construction plans are to be prepared and **submitted within one year from the granting of availability.**
- Construction of the water and sanitary sewer **improvements shall begin within one and one-half (1 ½) years from the granting of availability.**

OTHER RELATED INFORMATION:

- Pump stations and force mains are not allowed if the development can be served by extension of gravity sewer.
 - Any necessary Pump Station or Force Main shall be subject to approval by Water Dept. Director.
- **No customer shall supply water service to more than one dwelling or premise from a single service line.**

PROPERTIES OUTSIDE OF CITY LIMITS:

Per **Resolution 2015-32**: 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 as determined by the Board of Mayor and Alderman.

- Applicant shall be required to sign the Annexation Agreement **after** Availability Request is approved by BOMA, and **before** the approved letter is issued.

SINGLE FAMILY APPLICANTS:

- Not all portions of the application will apply, please mark NA to those sections.
- If a main line extension is necessary you will be required to submit a plan & profile set for review and approval.

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

- Plans shall include: Site Layout & Location, Existing Utilities, Grading & EPSC, Plan & Profile, and Applicable Details.
- Include Final hydraulic analysis of the line/s. Use the City's standards for flow calculations.
- Water and Sewer Specifications are available on-line (in pdf form) for the convenience of the developer's engineer:
<http://www.franklinton.gov/government/engineering/development>

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

- Williamson County requires residents wishing to modify the septic system to first request availability with the City. You are required to complete the application and indicate whether you are requesting a denial or approval. (Indication does not guarantee final decision. BOMA must approve or deny your request).
- Septic System must be decommissioned per County standards:
<http://www.williamsoncounty-tn.gov/index.aspx?NID=126>

If you have any questions concerning this request, contact the City of Franklin Water Department at (615) 794-4554.

Tap Related Fees* *Does not include \$25 New Account Set up Fee*

Fee Description:	Applicable Utility	Fee Amount:
System Development Fee (SDF)	Water & Sewer	See Charts Below (based on meter size)
Access Fee	Water & Sewer	See Charts Below (based on meter size)
Effluent Disposal Fee (EDF)	Sewer	See Charts Below (based on meter size)
Tap Fee	Water & Sewer	See Charts Below (based on meter size)
Irrigation Fee	Water & Reclaim Water	See Charts Below (based on meter size)
Fire Sprinkler Fee (SDF)	Water (fire)	\$500 per diameter inch of connection line

Effective March 1, 2008, the fees and installation costs are as follows and are paid to the Building & Neighborhood Services Dept. 615-794-7012

WATER * City of Franklin Wat							
Meter Size	SFUE	GPM	SDF	Access Fees	Irrigation Meter ¹	Tap Existing ²	City making Tap ³
¾"	1	12.5	\$903	\$1,186	\$3,150	\$315	\$756
1"	13	50	\$3,612	\$4,746	\$4,725	\$374	\$897
1 ½"	30	120	\$8,619	\$11,390	\$6,300	\$656	\$1,444
2"	40	160	\$11,558	\$15,187	\$7,875	\$1,362	\$2,223
3"	88	350	\$25,284	\$33,222	\$9,450	\$1,581	\$3,654
4"	125	500	\$36,120	\$47,460	\$11,025	\$2,668	\$5,492
6"	300	1200	\$86,688	\$113,904	\$12,600	\$4,723	\$7,387
8"	375	1500	\$108,360	\$142,380	\$14,175	\$10,293	\$14,110

SEWER (Fees are based on water meter size regardless of water district)							
Meter Size	SFUE	GPM	SDF	Access Fee	Effluent Disposal ⁴	Tap Existing ²	City Making Tap ³
¾"	1	12.5	\$1,444	\$2,100	\$450	\$263	\$1,240
1"	13	50	\$5,775	\$8,400	\$1,800	\$263	\$1,240
1 ½"	30	120	\$13,860	\$20,160	\$4,320	\$263	\$1,240
2"	40	160	\$18,480	\$26,880	\$5,760	\$263	\$1,240
3"	88	350	\$40,425	\$58,800	\$12,600	\$263	\$1,240
4"	125	500	\$57,750	\$84,000	\$18,000	\$263	\$1,240
6"	300	1200	\$138,600	\$201,600	\$43,200	\$263	\$1,240
8"	375	1500	\$173,250	\$252,000	\$54,000	\$263	\$1,240

1- Irrigation Fees Include Meter Fee & \$25 Application Fee Only

3- City Installs Tap & Meter

2- Contractor Installs Tap & Meter – Subject to Addnl' Inspections

4- Fee Goes to Establishing Effluent Water System; paid with all Sewer Services

*** All Fees shall be paid prior to the issuance of a Building Permit or Utility Inspection, whichever occurs first. ***

Private Fire Hydrant and Sprinkler Systems – The SDF for connection of private fire hydrants and sprinkler system lines to the City of Franklin's (COF) lines shall be **\$500 per inch diameter of connection** to the City's lines. Radio-read meters will be required on all private fire hydrant and sprinkler systems.

UTILITY PERMIT RELATED FEES: PAID WITH PERMIT, NOT WITH AVAILABILITY REQUEST:

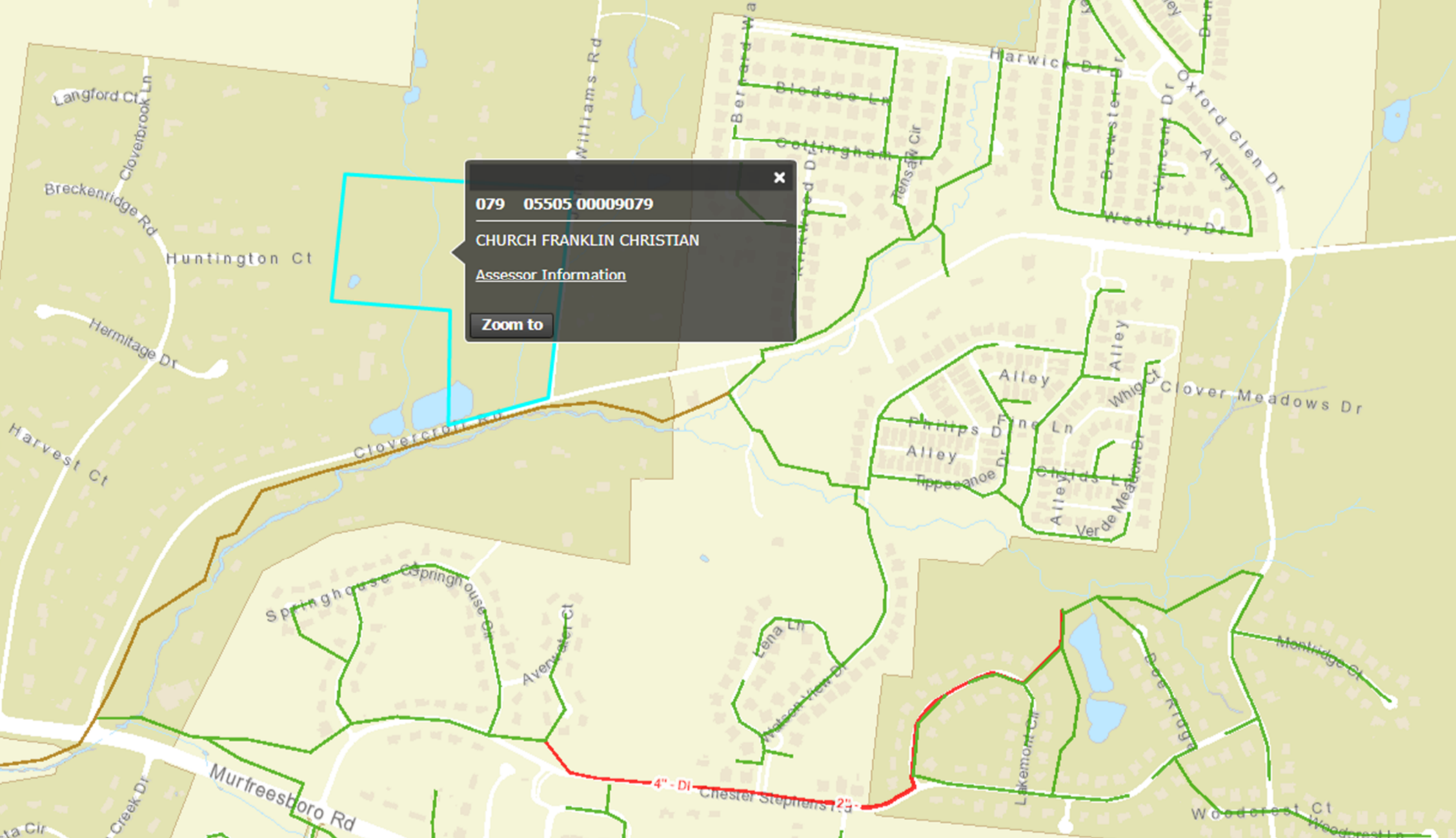
Only applicable if extending the water, sewer or reclaim water main lines.

Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:	Fee Rate	
Water Main Line	\$1.25/LF Water (minimum \$ 1,000)	
Sewer Gravity Main Line	\$2.00/LF (minimum \$1,000)	
Sewer Force Main Line	\$1.50/LF (minimum \$1,000)	
Reclaim Water	\$1.25/LF (minimum \$1,000)	

Checks are made payable to the City of Franklin. Please indicate what the payment is for on the check.

3 Projected Flow Examples

Drainage Facility	Flow in GPD	Design Units
Apartments -One Bedroom	250	per unit
Apartment -Two Bedroom	300	per unit
Apartment -Three Bedroom	350	per unit
Mobile Home Parks	300	per mobile home space
Single Family Dwelling	350	per unit
Assembly Hall (No Food Service)	2	per seat
Beauty Shop, Styling Salon	200	per station
Bowling Alleys (no food service)	75	per lane
Car Wash -(stand alone)	500	Per bay
Child Care Center	10	Per child and adult
Churches (small)	5	per sanctuary seat
Churches (large with kitchen)	7	per sanctuary seat
Country Clubs	50	per member
Dance Halls (No Food Service)	2	per person
Doctors/Dentists	75 20 10	per doctor per employee per patient
Drive-In Theaters	5	per car space
Factories (no showers)	25	per employee per 8-hour shift
Factories (with showers)	35	per employee -per 8-hour shift
Hospitals (no residents) (with food service)	300	per bed
Hotels	130	per unit
Institutions (residents) (with food service)	100	per person
Laundries (coin-operated)	400	per standard size machine
Nursing and Rest Homes (with food service)	200 100 50	per patient per resident employee per non-resident employee
Office Buildings	25	per employee
Office/warehouse space	0.1	per square foot
Retail Store	20	per employee
Restaurant -Ordinary (not 24-hour)	35	per seat
Restaurant -24-Hour	50	per seat
Restaurant -Banquet Rooms	5	per seat
Restaurant -Along Freeway	100	per seat
Restaurant -Tavern (very little food service)	35	per seat
Restaurant -Curb Service (drive-in)	50	per car space
Service Stations	1000	Per fuel island
Schools -Elementary (with food service)	15	per pupil
Schools -High and Junior High (with food service)	20	per pupil
Shopping Centers (no food service or laundries)	0.2	per sq. ft of floor space
Swimming Pool	10	per swimmer
Theaters, auditorium type	5	per seat
Youth and Recreation Camps (w/food service)	50	per person





File #: 20-0859

DATE: July 1, 2020

TO: Board of Mayor and Alderman

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

SUBJECT:

*Consideration Of A Supplement To COF Contract No. 2020-0184, Midwest Employers Fraud Warning Supplement Required With City's Surety Bond Issuance From Midwest Employers Casualty Company.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Midwest Employers Fraud Warning Supplement.

BACKGROUND/STAFF COMMENTS:

The City of Franklin is required to secure and supply a bond to the State of Tennessee for our new Workers' Compensation Self-Insured program that starts on July 1, 2020. This Fraud Warning Supplement is needed in conjunction with the bond documents. The original contract was approved by the Board on June 9, 2020.

FINANCIAL IMPACT:

There is no cost to the City of Franklin.

RECOMMENDATION:

Staff recommends approval of the Midwest Employers Fraud Warning Supplement.

Insurer Name: Midwest Employers Casualty Company

Effective Date: _____

1. Name of Applicant (as shown on self-insurance permit):

2. Address: _____ Zip: _____

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties). (In New York, the civil penalty is not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation). (Not applicable in AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, MN, NM, OK, RI, TN, VA, VT, WA and WV).

Applicable in AL, AR, AZ, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines or confinement in prison.

Applicable in Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company, penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

Applicable in Florida and Oklahoma: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (In FL, a person is guilty of a felony of the third degree).

Applicable in Kansas: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact materially thereto commits a fraudulent insurance act.

Applicable in Maine, Tennessee, Virginia and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Applicable in Utah: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

Date

Applicant's Signature

Title

Print Applicant's Name



File #: 20-0867

DATE: June 19, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Resolution 2020-114, A Resolution To Approve A Mural At 509 Hillsboro Road.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-114, approving a Mural at 509 Hillsboro Road.

BACKGROUND/STAFF COMMENTS:

The City of Franklin Public Arts Commission (FPAC) was established in 2017 to provide guidance and oversight for art projects which are for public display, outdoors in the City of Franklin. The Commission makes recommendations concerning all aspects of public art to the Board of Mayor and Aldermen. This includes artwork in any media that has been planned and executed with the intention of being staged on private, non-residential property for viewing from the public right-of-way.

Urgent Team, located at 509 Hillsboro Road, presented a proposal for a mural entitled "Greetings from Franklin". The artist, Michael Cooper with Murals and More located in Franklin, describes the mural as "a welcoming postcard featuring highlights of historic Franklin within each letter of the word 'Franklin'".

FINANCIAL IMPACT:

There is no financial impact on the City. Urgent Team is responsible for the mural, including any future maintenance or upkeep.

RECOMMENDATION:

The Franklin Public Arts Commission voted to recommend approval of the mural to the Board of Mayor and Aldermen, on the condition that a color palette be submitted and included with the proposal presented to BOMA.



CITY STAFF
Received by: _____
Date: _____

APPLICATION FOR PLACING ARTWORK ON CITY OF FRANKLIN PROPERTY

Thank you for your interest in placing artwork on property owned by the City of Franklin.
Please complete and submit this application, along with the proposal, to:

Franklin Public Art Commission
City of Franklin
109 Third Avenue South
Franklin, TN 37064

Please review the attached Policies and Procedures. For assistance, please contact the Public Outreach Specialist at 615-550-6606 or CityofFranklin@FranklinTN.gov. The Franklin Public Art Commission reserves the right to request additional information in order to process an exhibition proposal.

APPLICANT			
Name(s)/Organization: Urgent Team Walk-In Urgent and Family Care			
Contact: Amy Thomas, Urgent Team Family & Urgent Care			
Address: 509 Hillsboro Rd. (Former Judge Beans restaurant)			
City: Franklin	State: TN	Zip: 37064	
Phone: 615-988-2018 or 615-364-0988		Fax:	
Email: AThomas@UrgentTeam.com		Website: www.UrgentTeam.net	
Conflicts of Interest (disclose any active contracts or contract negotiations with the City):			
5/27/20: Effective this spring, Urgent Team was selected as the City of Franklin's Near-Site Clinic for Healthcare Services.			

PROPOSED ARTWORK

Title of proposed artwork or exhibition

"Greetings from Franklin"

Labeling - include artist's name, date of creation, materials used (optional), short explanation of work (optional), donor's name, when applicable

Artist: Michael Cooper, Murals and More LLC - Franklin, TN

Date of Creation: Upon approval in Spring 2020

Materials used: Exterior Acrylic with a Clear Polymeric Urethane topcoat with UV protection

Concept/Explanation of work: A welcoming Franklin postcard featuring highlights of historic Franklin within each letter of the word "Franklin."

(Optional) Proposed City-owned site for placement:

N/A

Participants (list anyone that will be involved in the project):

Artist Michael Moore and his crew from Murals and More LLC; the company carries \$1 million in liability insurance.

ARTWORK DETAILS

Please attach a proposal that includes the following.

Please see accompanying supporting document, Part II

1. Narrative description of the artwork or project including:
 - a. Concept
 - b. Aesthetic vision
 - c. Artist involvement
 - d. Materials
 - e. Processes - stencils, latex acrylic paint
 - f. Durability
 - g. Other relevant information
2. Timeline and detailed installation plan (including specific required components for installation)
3. Budget and funding (explain project budget and how it will be funded)
4. Maintenance plan while the piece is on display (whether temporary or permanent)
5. Qualifications including:
 - a. Artist(s) resume/bio (West Point, MS; Starkville, MS; interior murals in Houston at restaurants, new Orleans, West Texas, Galveston - children's museum interior mural.
 - b. Examples of past exhibits or similar projects- send the web link
6. Visuals including:
 - a. Sketches, photographs, or other documentation of sufficient descriptive clarity to indicate the nature of the proposed art including an accurate description of colors
 - b. (If applicable) Digital, color images of artwork in exhibition
 - c. A site plan clearly showing the dimensions and the location of the art and its relation to pedestrian path of travel on the site and in the vicinity including adjacent rights-of-way.
 - d. An elevation or perspective rendering showing the street scape view of the art including the street elevations of adjacent properties
 - e. Digital images of past exhibits or similar projects
 - f. Maquette or rendering of artwork(s)

Submit application and supporting materials to:

Franklin Public Art Commission
City of Franklin
109 Third Avenue South
Franklin, TN 37064

Or electronically: CityofFranklin@FranklinTN.gov

APPLICANT'S AUTHORIZATION TO INITIATE REVIEW OF AN EXHIBITION PROPOSAL

Authorized signature: 	Signature of Legal Guardian if Artist is a minor:
Print name: Amy Thomas	Date: 3/20/20

Walk-In Urgent Care

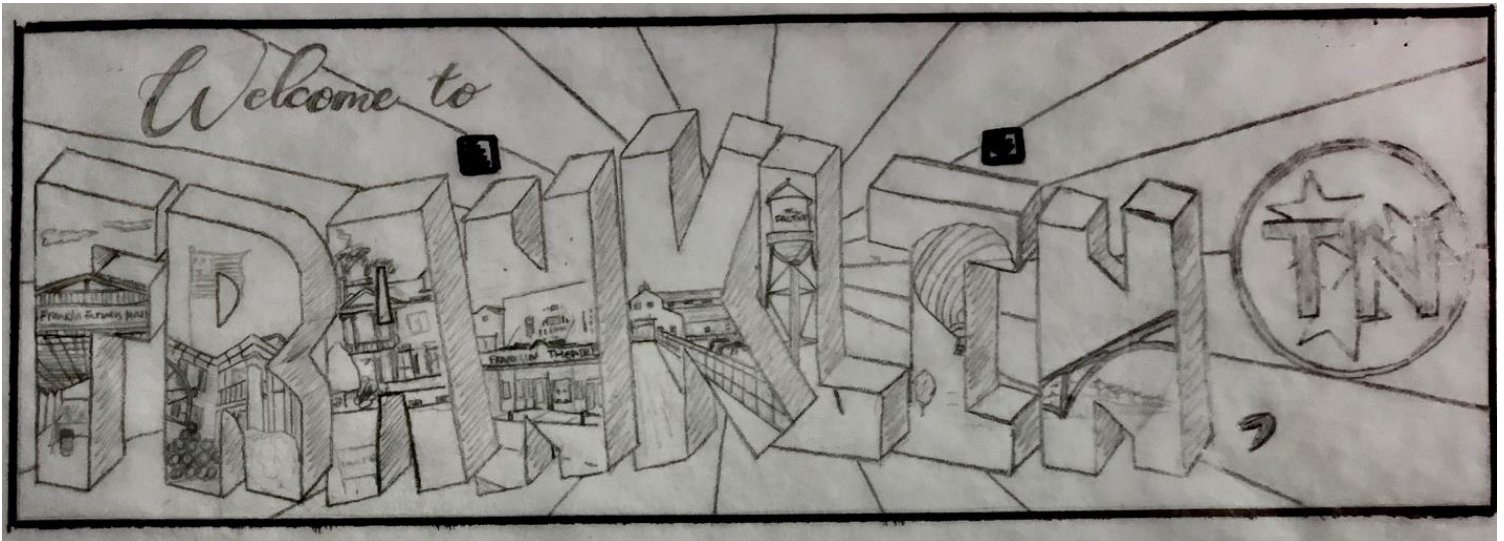


Application for Placing Artwork on City of Franklin Property Proposal and Artwork Details – Submitted March 20, 2020

1. Narrative description of the artwork or project including:

- a. **Concept** – A Franklin “postcard” theme that emphasizes highlights of Franklin within each letter in the word “Franklin.”
- b. **Aesthetic vision** – Murals have become community centerpieces in many areas of the country, creating a sense of belonging, freshness, revitalization, and providing color and vibrancy to a community and often, older structures.
 - <https://www.americansforthearts.org/by-topic/public-art>
 - <https://opticosdesign.com/blog/the-power-of-public-art-murals/>

The goal for our originally-designed mural is to help beautify the community and entrance into the heart of Franklin with meaningful, fun art that depicts the essence and history of Franklin:



- F** = Franklin Farmers Market
- R** = Lotz Museum
- A** = Carnton Plantation
- N** = Franklin Theatre
- K** = Harlinsdale Farm
- L** = The Factory
- I** = Middle Tennessee Hot Air Adventures
- N** = Natchez Trace Parkway Bridge

- c. **Artist involvement:** Design project and implementation: Michael Cooper, Murals & More LLC
- d. **Materials:** Exterior Acrylic with a clear Polymeric Urethane topcoat with UV protection

Walk-In Urgent Care



Application for Placing Artwork on City of Franklin Property Proposal and Artwork Details – Submitted March 20, 2020

e. Processes:

1. Prime exterior unpainted brick
2. Paint two base coats
3. Paint the mural
4. Seal with clearcoat

f. Durability: Recast with clearcoat every ten years to keep mural fresh and vibrant.

2. Timeline and detailed installation plan (including specific required components for installation):

It will take approximately two weeks to complete on-site, weather permitting.

3. Budget and funding (explain project budget and how it will be funded): Privately funded by the company.

4. Maintenance plan while the piece is on display (whether temporary or permanent)

If soiled, hose or pressure wash; otherwise reapply clearcoat every 10 years.

5. Qualifications including:

a. Artist(s) resume/bio

Michael Cooper, a 25-year resident of Franklin, has been designing and painting large-scale custom wall murals for more than 30 years. He also creates decorative finishes, Venetian Plasters, Trompe L'oeil, and hand-painted large-scale graphics and signage. An accomplished decorative painter, Mike has transformed many surfaces into amazing faux brick, intricate marble and classic Italian Plaster. He is internationally renowned for his attention to detail and his ability to create realistic and whimsical trompe l'oeil murals.

His first association with a mural was in first grade in his hometown of Memphis, where his winning drawings were incorporated into a large tile mural, which still exists today.

Most recent commercial projects include:

a 25' x 70' tribute to the Bourbon Trail mural and a 30' x 50' Welcome postcard mural, both in Lebanon, KY; a 10' x 22' Trompe L'oeil truck stop diner mural for a Brentwood firm, featuring realistic renditions of more than a dozen music legends; a 25' x 70' Trompe L'oeil brick wall for a STEM school in downtown Nashville; and a 12' x 140' exterior tribute to Lewis and Clarke in Hohenwald, TN – just to name a few.

Michael teaches classes in the art and business of mural painting in his studio in Franklin, as well as mural painting seminars throughout the country. He has authored an instructional DVD on "How to Paint Murals," and he has his own line of custom mural brushes, as well as other custom mural painting tools.

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b. Examples of past exhibits or similar projects

Visit www.muralsandmore.com/gallery/ for a several galleries of Michael's creations. A few samples:



Lebanon KY Country
Ham Days Tribute



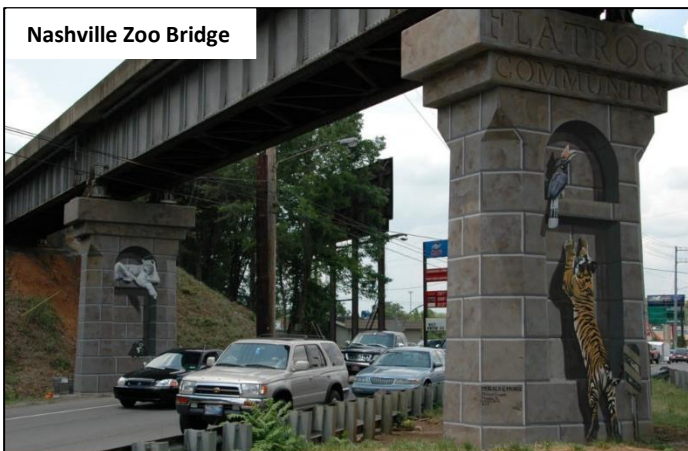
Downtown Nashville
(building no longer standing)

Murray Building, Cheyenne, WY



Bourbon Trail – Lebanon, KY

Nashville Zoo Bridge



Dollar General

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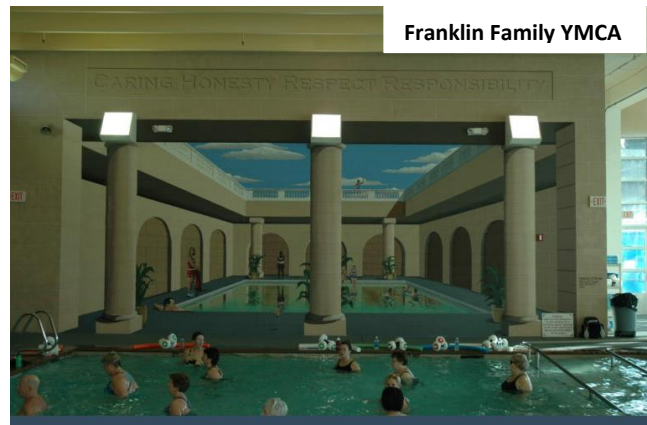
**Williamson Medical Center
Cardiac Rehab**



**Monroe Carell Jr. Children's Hospital
Vanderbilt at Williamson Medical Center**



Brentwood Baptist Church



Franklin Family YMCA

Walk-In Urgent Care

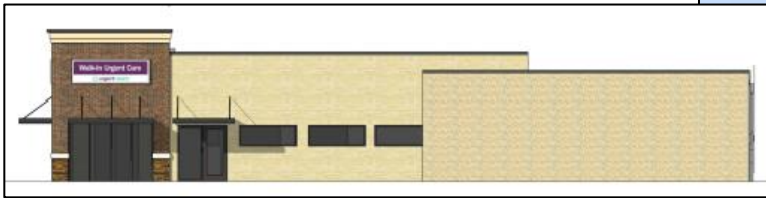


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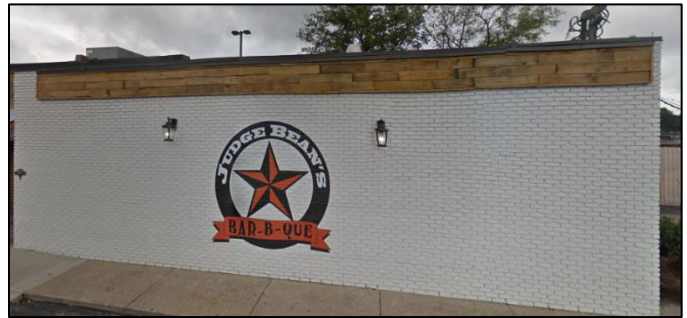
6. Visuals including:

- Sketches, photographs, or other documentation of sufficient descriptive clarity to indicate the nature of the proposed art including an accurate description of colors
- (If applicable) Digital, color images of artworks in exhibition
- A site plan clearly showing the dimensions and the location of the art and its relation to pedestrian path of travel on the site and in the vicinity, including adjacent rights-of-way.
- An elevation or perspective rendering showing the streetscape view of the art including the street elevations of adjacent properties
- Digital images of past exhibits or similar projects
- Marquette or rendering of artwork(s)

Architecture renderings of our building:



Previous mural on Judge Beans:



The wall for the mural is approximately 13' tall and 41' wide, with no windows or protrusions other than lighting sources, which may be relocated.

See page 1 for the proposed mural sketch.

Submit application and supporting materials to:
Franklin Public Art Commission / City of Franklin
109 Third Avenue South / Franklin, TN 37064
or electronically: CityofFranklin@FranklinTN.gov

Board of Mayor & Aldermen Meeting – July 14, 2020

Urgent Team proposed mural sketch by Michael Cooper, *Murals and More of Franklin*:



- F = Franklin Farmers Market
- R = Lotz Museum
- A = Carnton Plantation
- N = Franklin Theatre
- K = Harlinsdale Farm
- L = The Factory
- I = Hot Air Adventures
- N = Natchez Trace Parkway Bridge

Similar artwork completed by Michael Cooper, *Murals and More of Franklin*:

(More examples can be found on his website – www.muralsandmore.com)



RESOLUTION 2020-114

A RESOLUTION APPROVING A "GREETINGS FROM FRANKLIN" MURAL ON THE URGENT CARE FACILITY LOCATED AT 509 HILLSBORO ROAD

WHEREAS, Urgent Team Family and Urgent Care submitted a proposal to the Franklin Public Arts Commission for a mural on their facility located at 509 Hillsboro Road; and

WHEREAS, the mural entitled "Greetings from Franklin" is intended to represent a postcard featuring highlights and landmarks in Franklin; and

WHEREAS, the artist is Michael Cooper of Murals and More LLC, located in Franklin, Tennessee; and

WHEREAS, the Franklin Public Arts Commission was established to review and make recommendations concerning all aspects of public art and recommends approval of the illustration provided for the mural conditioned on applicant's submittal to the Board of Mayor and Aldermen of a suitable color palette for the mural.

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

Section 1. Based on the recommendations for approval by the Franklin Public Arts Commission, the proposed mural at 509 Hillsboro Road is hereby approved.

Section 2. The mural shall be the responsibility of Urgent Team Family and Urgent Care.

Section 3. Urgent Team Family and Urgent Care shall be fully responsible for the maintenance of the mural, including the removal of graffiti.

It is so **RESOLVED** and done on this _____ day of _____, 2020.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Eric S. Stuckey
City Administrator

By: _____

Dr. Ken Moore
Mayor

Approved as to form:

Maricruz R. Fincher
Staff Attorney